



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:KF:175930

Your Ref:

11 September 2019

The Manager
JKL Real Estate
PO Box 666
FORSTER NSW 2428

By email only : sales@jklrealestate.com

Dear Sir/Madam

Re: Sounness Proposed Sale
Property: 13 Jonathan Place, Forster

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 you should only effect an exchange of Contracts if the vendor specifically instructs you to do so. We would however appreciate it if you would contact us prior to effecting an exchange. Also please note that no alteration should be made to the conditions in the enclosed Contract without first referring to us.

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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PO BOX 271, TUNCURRY NSW 2428
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Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent	JKL Real Estate PO Box 666, FORSTER NSW 2428	Phone: 6554 8717 Fax: 6555 8664 Ref: Tony Parsons
co-agent		
vendor	Luke Matthew Sounness 2/4 Dee Crescent, Tuncurry, NSW 2428	
vendor's solicitor	Barracrough Jones & Associates 68 Manning Street, Tuncurry NSW 2428 PO Box 271, Tuncurry NSW 2428 E:reception@barracroughjones.com.au	Phone: 02 6554 8466 Fax: 02 6554 9928 Ref: RMB:LM:175930
date for completion	42nd day after the contract date	(clause 15)
land (address, plan details and title reference)	13 Jonathan Place, Forster, New South Wales 2428 Registered Plan: Lot 266 Plan DP 1199076 Folio Identifier 266/1199076	

improvements ☒ VACANT POSSESSION ☐ subject to existing tenancies

☐ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space

☒ none ☐ other:

attached copies ☐ documents in the List of Documents as marked or as numbered:

☐ 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 ☐ blinds ☐ dishwasher ☐ light fittings ☐ stove

☐ built-in wardrobes ☐ fixed floor coverings ☐ range hood ☐ pool equipment

☐ clothes line ☐ insect screens ☐ solar panels ☐ TV antenna

☐ curtains ☐ 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	<div style="border: 1px dashed black; padding: 5px;"> GST AMOUNT (optional) The price includes GST of: \$ </div>	witness
purchaser	<input type="checkbox"/> JOINT TENANTS <input type="checkbox"/> tenants in common <input type="checkbox"/> 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

- ☒ 1 property certificate for the land
- ☒ 2 plan of the land
- ☐ 3 unregistered plan of the land
- ☐ 4 plan of land to be subdivided
- ☐ 5 document that is to be lodged with a relevant plan
- ☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979
- ☐ 7 section information included in that certificate under section 10.7(5)
- ☒ 8 sewerage infrastructure location diagram (service location diagram)
- ☐ 9 sewer lines location diagram (sewerage service diagram)
- ☐ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- ☐ 11 *planning agreement*
- ☐ 12 section 88G certificate (positive covenant)
- ☐ 13 survey report
- ☐ 14 building information certificate or building certificate given under *legislation*
- ☐ 15 lease (with every relevant memorandum or variation)
- ☐ 16 other document relevant to tenancies
- ☐ 17 licence benefiting the land
- ☐ 18 old system document
- ☐ 19 Crown purchase statement of account
- ☐ 20 building management statement
- ☒ 21 form of requisitions
- ☐ 22 *clearance certificate*
- ☐ 23 land tax certificate

Home Building Act 1989

- ☐ 24 insurance certificate
- ☐ 25 brochure or warning
- ☐ 26 evidence of alternative indemnity cover

Swimming Pools Act 1992

- ☐ 27 certificate of compliance
- ☐ 28 evidence of registration
- ☐ 29 relevant occupation certificate
- ☐ 30 certificate of non-compliance
- ☐ 31 detailed reasons for non-compliance

Strata or community title (clause 23 of the contract)

- ☐ 32 property certificate for strata common property
- ☐ 33 plan creating strata common property
- ☐ 34 strata by-laws
- ☐ 35 strata development contract or statement
- ☐ 36 strata management statement
- ☐ 37 strata renewal proposal
- ☐ 38 strata renewal plan
- ☐ 39 leasehold strata - lease of lot and common property
- ☐ 40 property certificate for neighbourhood property
- ☐ 41 plan creating neighbourhood property
- ☐ 42 neighbourhood development contract
- ☐ 43 neighbourhood management statement
- ☐ 44 property certificate for precinct property
- ☐ 45 plan creating precinct property
- ☐ 46 precinct development contract
- ☐ 47 precinct management statement
- ☐ 48 property certificate for community property
- ☐ 49 plan creating community property
- ☐ 50 community development contract
- ☐ 51 community management statement
- ☐ 52 document disclosing a change of by-laws
- ☐ 53 document disclosing a change in a development or management contract or statement
- ☐ 54 document disclosing a change in boundaries
- ☐ 55 information certificate under Strata Schemes Management Act 2015
- ☐ 56 information certificate under Community Land Management Act 1986
- ☐ 57 document relevant to off-the-plan sale
- Other**
- ☐ 58

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

SPECIAL CONDITIONS

CONTRACT FOR SALE AND PURCHASE OF LAND BETWEEN:
Luke Matthew Sounness (Vendor) AND
(Purchaser)

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”.

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. Electronic execution by the purchaser

- (a) The parties acknowledge and agree that the execution of the Contract by the purchaser may be effected by the use of either scanned or emailed signatures (hereinafter called "the manner of the purchaser's execution of this Contract").
- (b) The parties agree that they will not make any objection or claim any right to terminate or rescind this Contract or delay the completion of the Contract due to the manner of the purchaser's execution of this Contract.
- (c) The purchaser agrees to provide to the vendor the original signature page of this Contract within twenty-one (21) days after the date of this Contract.

10. Execution by the vendor

- (a) The parties acknowledge and agree that the execution of the contract by the vendor may be effected by the use of either scanned or emailed signatures (hereinafter called "the manner of the vendor's execution of this Contract").
- (b) The parties agree that they will not make any objection or claim any right to terminate or rescind this Contract or delay the completion of the Contract due to the manner of the vendor's execution of this Contract.
- (c) The vendor agrees to provide to the purchaser the original signature page of this Contract within twenty-one (21) days after the date of this Contract.

11. Guarantee

11.1 If the Purchaser of the property is a company, the officers or persons who sign this Contract on behalf of the Company, or who attest the seal of the Company on this Contract:

- i. Jointly and separately guarantee all obligations of the Purchaser under this agreement, including the payment of the purchase price;
- ii. Jointly and separately indemnify the Vendor in respect of any default of the Purchaser under this agreement.

11.2 This Guarantee and Indemnity is given by each guarantor as principal and is not discharged or released by any release or variation of this agreement between the Vendor and the Purchaser.

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.

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 266/1199076

SEARCH DATE	TIME	EDITION NO	DATE
29/5/2017	11:04 AM	2	18/11/2015

LAND

LOT 266 IN DEPOSITED PLAN 1199076
AT FORSTER
LOCAL GOVERNMENT AREA MID-COAST
PARISH OF FORSTER COUNTY OF GLOUCESTER
TITLE DIAGRAM DP1199076

FIRST SCHEDULE

LUKE MATTHEW SOUNNESS (T AJ992514)

SECOND SCHEDULE (10 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 DP1014017 EASEMENT TO DRAIN WATER 3 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 3 DP1032766 EASEMENT TO DRAIN WATER 3 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 DP1057531 EASEMENT TO DRAIN WATER 3 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP1189709 EASEMENT FOR DRAINAGE OF WATER 3 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 6 DP1199076 EASEMENT FOR DRAINAGE OF SEWAGE 3 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 7 DP1199076 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (5) IN THE S.88B INSTRUMENT
- 8 DP1199076 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (6) IN THE S.88B INSTRUMENT
- 9 DP1199076 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (7) IN THE S.88B INSTRUMENT
- 10 AJ992515 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

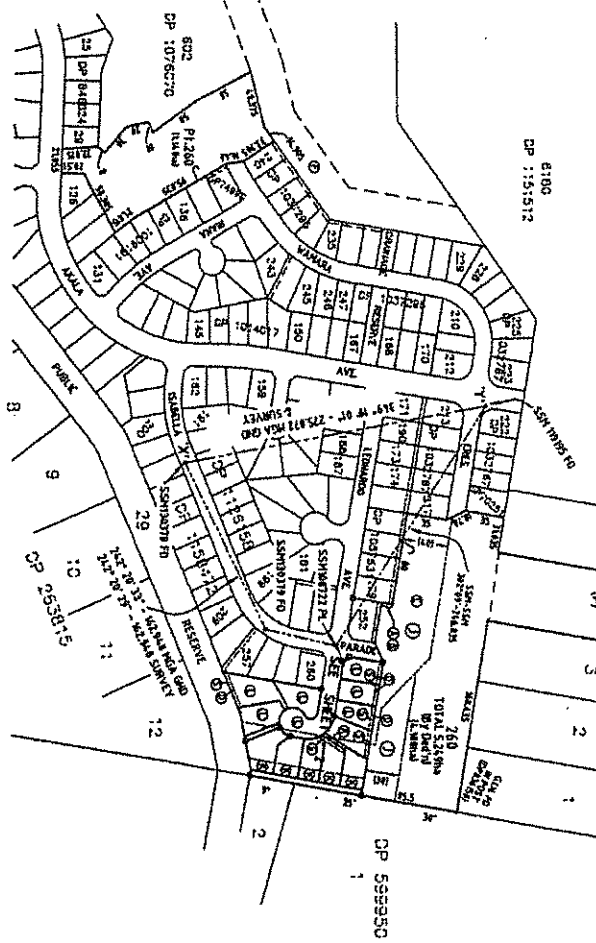
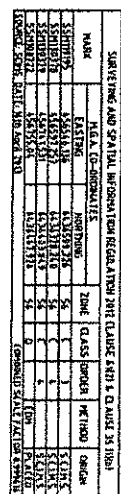
NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

175930

PRINTED ON 29/5/2017



- ⑤ EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE
- ⑥ EASEMENT FOR DRAINAGE OF WATER 3 WIDE
- ⑦ RIGHT OF ACCESS 3 WIDE
- ⑧ EASEMENT FOR ASSET PROTECTION ZONE 30 M WIDE 1 VARIABLE WIDTH
- ⑨ RESTRICTION ON THE USE OF LAND IN WIDE 40 M WIDE 1 VARIABLE WIDTH VAE DBP819199
40+BE+BE+BE+BE+BE+BE
- ⑩ GOVERNMENTS (N252521) (N108272)

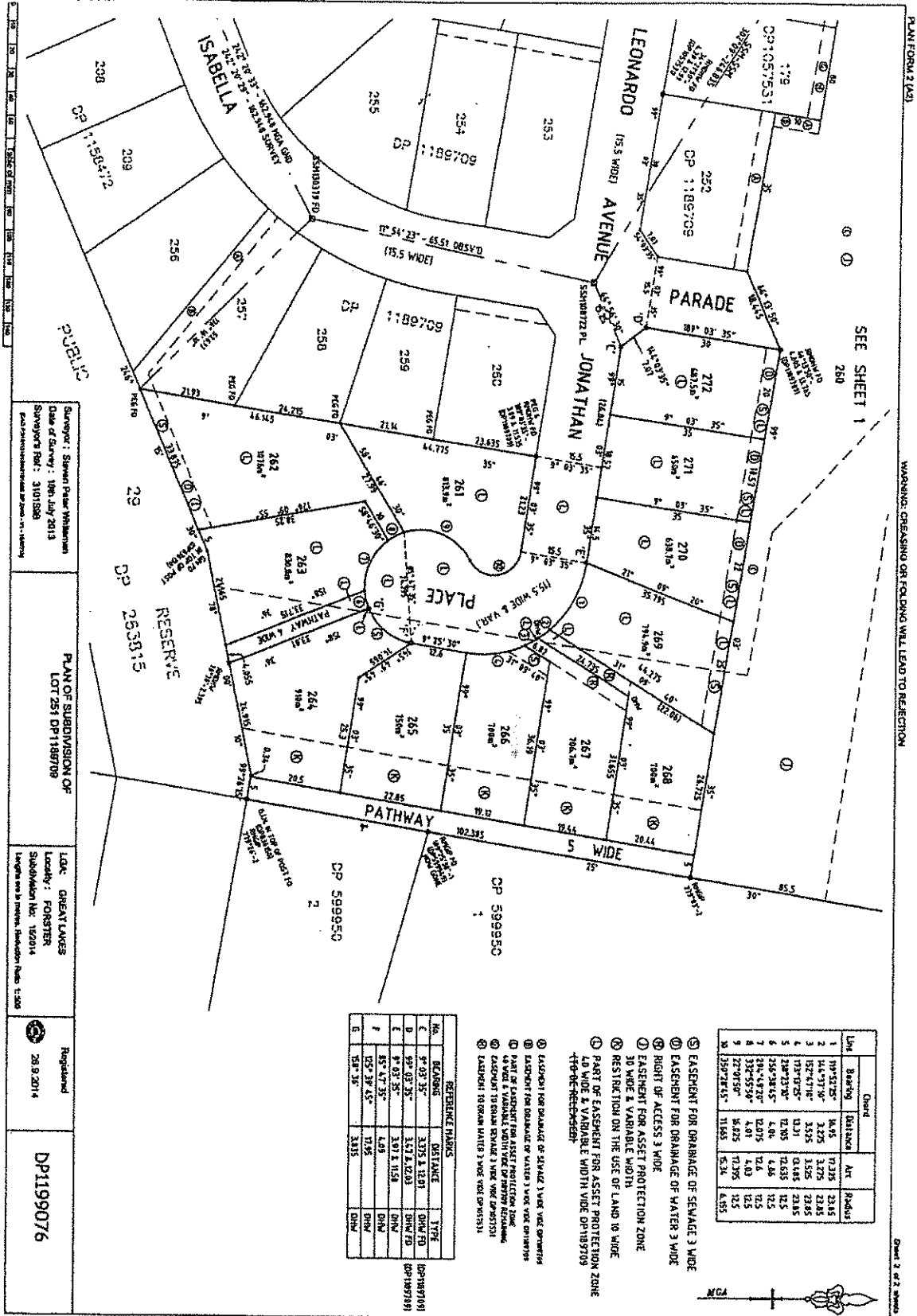
Surveyor: Steven Peter Williamson
Date of Survey: 18th July 2013
Surveyor's Ref: 3101558
1000 PLYMOUTH HIGHWAY, GARDEN, W. 1000104

PLAN OF SUBDIVISION OF
LOT 251 DP 1189700

LGA: GREAT LAKES
Locality: FORSTER
Subdivision No: 152014
Lengths are in meters. Products

Registered
© 2009, 2014


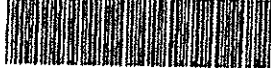
DP1199076 P



REFERENCE TABLE			
No.	BEARING	DISTANCE	TYPE
1	9° 03' 35"	3.375 ± 12.81	ONW FD
2	9° 03' 35"	3.57 ± 12.83	ONW FD
3	87° 03' 35"	3.87 ± 11.54	ONW
4	85° 47' 35"	4.08	ONW
5	105° 39' 45"	13.95	ONW
6	158° 30"	3.815	ONW




- ① EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE
- ② EASEMENT FOR DRAINAGE OF WATER 3 WIDE
- ③ EASEMENT FOR DRAINAGE OF WATER 3 WIDE
- ④ EASEMENT FOR DRAINAGE OF WATER 3 WIDE
- ⑤ EASEMENT FOR DRAINAGE OF WATER 3 WIDE
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- ㉙ EASEMENT FOR DRAINAGE OF WATER 3 WIDE
- ㉚ EASEMENT FOR DRAINAGE OF WATER 3 WIDE
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- ㊾ EASEMENT FOR DRAINAGE OF WATER 3 WIDE
- ㊿ EASEMENT FOR DRAINAGE OF WATER 3 WIDE

EASEMENT TABLE			
No.	BEARING	DISTANCE	TYPE
1	10° 03' 35"	3.375 ± 12.81	ONW FD
2	10° 03' 35"	3.57 ± 12.83	ONW FD
3	87° 03' 35"	3.87 ± 11.54	ONW
4	85° 47' 35"	4.08	ONW
5	105° 39' 45"	13.95	ONW
6	158° 30"	3.815	ONW

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 3 sheet(s)
<p>Registered:  26.9.2014</p> <p>Title System: TORRENS</p> <p>Purpose: SUBDIVISION</p>	<p>Office Use Only</p> <p></p> <p>DP1199076 S</p> <p>Office Use Only</p>	
<p>PLAN OF SUBDIVISION OF LOT 251 DP1189709</p>	<p>LGA: GREAT LAKES</p> <p>Locality: FORSTER</p> <p>Parish: FORSTER</p> <p>County: GLOUCESTER</p>	
<p>Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>	<p>Survey Certificate</p> <p>I, <u>Steven Peter Whiteman</u> of <u>3 Wharf Street Forster, P.O. Box 510</u> a surveyor registered under the Surveying and Spatial Information Act 2002, certify that:</p> <p>(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:</p> <p>(b) The part of the land shown in the plan ("being" excluding ^..... <u>Lot 250</u>) was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on <u>18th July 2013</u>, the part not surveyed was compiled in accordance with that Regulation.</p> <p>(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012.</p> <p>Signature: <u>[Signature]</u> Dated: <u>30-6-13</u></p> <p>Surveyor ID: <u>2309</u></p> <p>Datum Line: <u>X-Y</u></p> <p>Type: "Urban"/"Rural"</p> <p>The terrain is "Level-Undulating" / "Steep-Mountainous"</p> <p>*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.</p>	
<p>Subdivision Certificate</p> <p>I, <u>JOHN BOUCHER</u> "Authorised Person"/"General Manager"/"Accredited Certifier", certify that the provisions of s.103(1) of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: <u>[Signature]</u></p> <p>Accreditation number:</p> <p>Consent Authority: <u>Great Lakes Council</u></p> <p>Date of Endorsement: <u>24.6.14</u></p> <p>Subdivision Certificate number: <u>15/2014</u></p> <p>File number: <u>DA 233/2001/A</u></p> <p>*Strike through inapplicable parts</p>	<p>Statements of intention to dedicate public roads, public reserves and drainage reserves.</p> <p>IT IS INTENDED TO DEDICATE THE EXTENSION OF JONATHAN PLACE AND THE PATHWAYS 4 WIDE & 5 WIDE TO THE PUBLIC AS PUBLIC ROAD, (SUBJECT TO THE EASEMENT FOR ASSET PROTECTION ZONE 40 WIDE & VARIABLE WIDTH VIDE DP 1189709)</p>	<p>Plans used in preparation of survey/compilation.</p> <p>DP599949, DP1057531, DP1126158, DP1158472, DP1032767, DP836150, DP1189709</p> <p>If space is insufficient continue on PLAN FORM 6A (CAD F:310113101S9B310159B DP.dwg) Surveyor's Reference: 3101S9B (V1 - 18/07/2013)</p>
<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>		


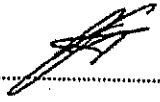

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET					Sheet 2 of 3 sheet(s)
Office Use Only			Online Use Only		
Registered:  26.9.2014			DP1199076		
PLAN OF SUBDIVISION OF LOT 251 DP1189709					
Subdivision Certificate Number: <u>15/2014</u> Date of Endorsement: <u>24.6.14</u>			<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">• A schedule of lots and addresses - Sec 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.		
PURSUANT TO Sec.88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO RELEASE:- 1. PART OF EASEMENT FOR ASSET PROTECTION ZONE 40 WIDE & VARIABLE WIDTH I WIDE DP1189709 DESIGNATED  IN THE PLAN: IT IS INTENDED TO CREATE:- 1. EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE 2. EASEMENT FOR DRAINAGE OF WATER 3 WIDE 3. RIGHT OF ACCESS 3 WIDE 4. EASEMENT FOR ASSET PROTECTION ZONE 30 WIDE & VARIABLE WIDTH 5. RESTRICTION(S) ON THE USE OF LAND 10 WIDE 6. RESTRICTION(S) ON THE USE OF LAND 7. RESTRICTION(S) ON THE USE OF LAND					
<i>Great Lakes Council accepts 5 and 6</i>					
 AUTHORISED PERSON GREAT LAKES COUNCIL					
Lot	Street Number	Street Name	Street Type	Locality	
260	N/A			FORSTER	
261	4	JONATHAN	PLACE	FORSTER	
262	6	JONATHAN	PLACE	FORSTER	
263	8	JONATHAN	PLACE	FORSTER	
264	17	JONATHAN	PLACE	FORSTER	
265	15	JONATHAN	PLACE	FORSTER	
266	13	JONATHAN	PLACE	FORSTER	
267	11	JONATHAN	PLACE	FORSTER	
268	9	JONATHAN	PLACE	FORSTER	
269	7	JONATHAN	PLACE	FORSTER	
270	5	JONATHAN	PLACE	FORSTER	
271	3	JONATHAN	PLACE	FORSTER	
272	1	JONATHAN	PLACE	FORSTER	
If space is insufficient use additional annexure sheet					
Surveyor's Reference: 3101S9B (CAD F:3101S3101S9B3101S9B DP.dwg) (V1 - 18/07/2013)					

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 3 of 3 sheet(s)
Registered:  26.9.2014	Office Use Only	Office Use Only
PLAN OF SUBDIVISION OF LOT 251 DP1189709		DP1199076
Subdivision Certificate Number: 15/2014 Date of Endorsement: 24.6.14		
<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">• A schedule of lots and addresses - Sec 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.		
<p>I certify that I am an eligible witness and that the Registered Proprietor's attorney signed this dealing in my presence.</p> <p>Signature of witness: </p> <p>Name of witness: Linda Stafford Address of witness: Legal Secretary Stacks / Forster 17 Wharf Street, Forster</p>		<p>Certified correct for the purposes of the Real Property Act 1900 by the Registered Proprietor's attorney who signed this dealing pursuant to the power of attorney specified.</p> <p>Signature of attorney: </p> <p>Attorney's name: William John Akhurst Signing on behalf of: Garhawk Pty Limited (ACN: 057 990 191) Power of attorney - Book: 4666 - No.: 916</p>
If space is insufficient use additional annexure sheet		
Surveyor's Reference: 3101S9B (CAD F:31013101S813101S9B DP.dwg) (V1 - 18/07/2013)		

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



DP1199076 B

(Sheet 1 of 5 Sheets)

Plan of Subdivision ^{OF LOT 251 DP 1189709} covered by Subdivision
 Certificate No. 15 of 24-6-2014

Full name and address of owner of the land: Garhawk Pty Limited ('Garhawk') ACN 057 990 191
 33 The-Lakes Way , Forster, NSW 2428

~~PART 1A (Release)~~

Number of item shown in the intention panel on the plan	Identity of easement to be released and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Part of easement for Asset Protection Zone 40 wide and variable width vide DP.1189709 designated (L) in the plan	251 DP 1189709	256-260 DP 1189709

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à 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 Drainage of Sewage 3 Wide	262 266 269-272 incl.	MidCoast County Council
2	Easement for Drainage of Water 3 Wide	262 272 271 270	263 269,270,271 269,270 269
3	Right of Access 3 Wide	267 268	268 267

(Sheet 2 of 5 Sheets)

Plan:

DP1199076

of LOT 251 DP1189709
 Plan of Subdivision covered by Subdivision
 Certificate No. 15 of 24-6-2014

Full name and address
 of owner of the land:

Garhawk Pty Limited ('Garhawk') ACN 057 990 191
 33 The Lakes Way, Forster, NSW 2428

4	Easement for Asset Protection Zone 30 Wide and Variable Width (J)	260	268-272 incl.
5	Restrictions on the use of land 10 Wide (K)	264-268	Great Lakes Council
6	Restrictions on the Use of Land	264-268 incl.	Great Lakes Council
7	Restrictions on the Use of Land	Each lot except 260	Each lot except 260

PART 2 (Terms)

Terms of easement for Drainage of Sewage 3 Wide numbered 1 in the plan.

The terms in Part B of Registered Memorandum No. AF361750.

Terms of easement for Asset Protection Zone 30 Wide and Variable Width numbered 4 in the plan

- (a) No landscaping, construction, work or development (as defined in the Environmental Planning Assessment Act 1979 (NSW)) is to be placed within the area shown as (J) on the plan unless the landscaping, construction works or development take the form of and are maintained in the form of an "Inner Protection Area" as defined in Section 4.2.2 in the publication "Planning for Bushfire Protection 2006".
- (b) The restrictions contained in Clause (a) cease to apply to the burdened lot when the burdened lot is developed for residential purposes.

Terms of Restriction(s) on the Use of Land numbered 5 in the plan

No building is to be erected on the areas shown as (K) on the plan.

Terms of Restriction(s) on the Use of Land numbered 6 in the plan

NO FENCE IS TO BE ERECTED ON THE EASTERN BOUNDARIES OF THE LOT BURDENED UNLESS IT IS A 1.8 metre high colourbond fence on the eastern boundaries of the lots burdened and is to remain and be maintained in good order and if damaged or destroyed is to be replaced with a comparable fence.

(Sheet 3 of 5 Sheets)

Plan:

DP1199076

cf lot 351 DP1189709
Plan of Subdivision covered by Subdivision
Certificate No. 15 of 24-6-2014

Full name and address
of owner of the land:

Garhawk Pty Limited ('Garhawk') ACN 057 990 191
33 The Lakes Way, Forster, NSW 2428

Terms of restriction numbered 7 in the plan.

- (a) No dwelling whether a single dwelling or one of two or more attached or detached dwellings shall be erected or permitted to remain on any lot burdened unless it has a living area under the main roof excluding any attached garage, carport or patio of at least one hundred and thirty (130) square metres.
- (b) No building structure or object shall be erected or permitted to remain on the land unless constructed with new and first quality materials.
- (c) No building which was previously erected elsewhere shall be re-erected or permitted to remain on the land.
- (d) That no fence shall be erected or permitted to remain along the street frontage of any lot burdened or along the side boundary in front of the building alignment.
- (e) That for the benefit of any adjoining land owned by Garhawk but only during the ownership thereof by Garhawk 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 Garhawk but such consent shall not be withheld if such fence is erected without expense to Garhawk 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.
- (f) That the expression 'the land' where herein used shall be deemed to refer separately and severally to each lot burdened.

Name of person empowered to release, vary or modify easement numbered 1 in the plan.

Midcoast County Council.

Name of person empowered to release, vary or modify easements and restrictions numbered 2, 4, 5 and 6 in the plan.

Great Lakes Council.

Name of person empowered to release, vary or modify restriction or positive covenant numbered 7 in the plan.

(Sheet 4 of 5 Sheets)

Plan:

DP1199076

of lot 251 DP 1189709
Plan of Subdivision covered by Subdivision
Certificate No. 15 of 24-6-2014

Full name and address
of owner of the land:

Garhawk Pty Limited ('Garhawk') ACN 057 990 191
33 The Lakes Way , Forster, NSW 2428


Any release variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the same. The person or persons empowered to release vary or modify these restrictions is Garhawk or such or other persons company or companies nominated by it under its common seal for that purpose and if Garhawk shall no longer be in existence or shall not be the registered proprietor of any of the land comprised in the Plan of Subdivision and there shall be no such person or persons company or companies so nominated then the person or persons having the right to release vary or modify these restrictions shall be the persons or companies for the time being registered as the proprietors of the land in the Plan of Subdivision having common boundaries with the lot burdened for which lot the release, variation or modification is requested.

I certify that I am an eligible witness and that the Registered Proprietor's attorney signed this dealing in my presence.

Signature of witness


Name of witness:

Address of witness:


Linda Stafford
Legal Secretary
Stacks / Forster
17 Wharf Street, Forster

Certified correct for the purposes of the Real Property Act 1900 by the Registered Proprietor's attorney who signed this dealing pursuant to the power of attorney specified.

Signature of attorney:


Attorney's name: William John Akhurst
Signing on behalf of: Garhawk Pty Limited
(ACN: 057 990 191)

Power of attorney - Book: 4666
- No.: 916

DP1199076

(Sheet 5 of 5 Sheets)

CF LOT 251 DP1189709

Plan of Subdivision, covered by Subdivision
Certificate No. 15 of 24-6-2014

Full name and address
of owner of the land:

Garhawk Pty Limited ('Garhawk') ACN 057 990 191
33 The Lakes Way, Forster, NSW 2428

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

Signature of witness

Name of witness:

Address of witness:

Certified correct for the purposes of the Real
Property Act 1900 by , the council .

Signature of authorised officer:

John Dougherty
Manager Property and Building Assets
Great Lakes Council

Authorised officers name:

Authority of officer:

Signing on behalf of: Great Lakes Council ABN
60 343 393 217

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

Signature of witness

Name of witness:

Address of witness:

Certified correct for the purposes of the Real
Property Act 1900 by , the council .

Signature of authorised officer:



Authorised officers name:

Mark Perry

Authority of officer:

Technical Officer 10399

Signing on behalf of: Midcoast County Council
ABN 33 274 464 218

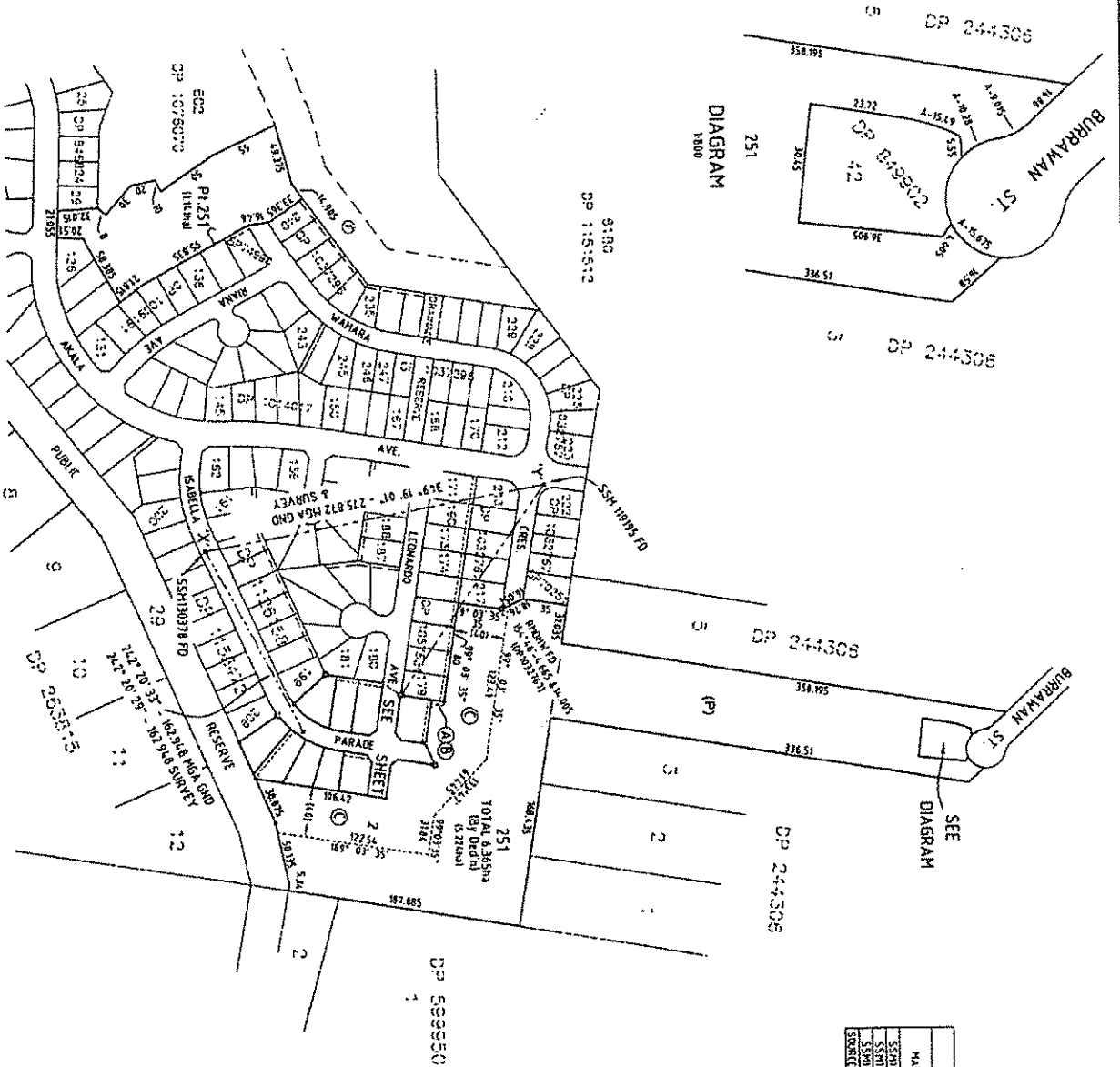


DIAGRAM
1800

SEE
DIAGRAM

SURVEYING AND SPATIAL INFORMATION REGULATION 2012 (LAUSE 6/2011 & LAUSE 35/0191)					
M.E.A. CO-ORDINATES					
MARK	EASTING	NORTHING	ZONE	CLASS	ORDER
509350	643592.76	56	1	1	1
509351	643592.76	56	1	1	1
509352	643592.76	56	1	1	1
509353	643592.76	56	1	1	1
509354	643592.76	56	1	1	1
509355	643592.76	56	1	1	1
509356	643592.76	56	1	1	1
509357	643592.76	56	1	1	1
509358	643592.76	56	1	1	1
509359	643592.76	56	1	1	1
509360	643592.76	56	1	1	1
509361	643592.76	56	1	1	1
509362	643592.76	56	1	1	1
509363	643592.76	56	1	1	1
509364	643592.76	56	1	1	1
509365	643592.76	56	1	1	1
509366	643592.76	56	1	1	1
509367	643592.76	56	1	1	1
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509379	643592.76	56	1	1	1
509380	643592.76	56	1	1	1
509381	643592.76	56	1	1	1
509382	643592.76	56	1	1	1
509383	643592.76	56	1	1	1
509384	643592.76	56	1	1	1
509385	643592.76	56	1	1	1
509386	643592.76	56	1	1	1
509387	643592.76	56	1	1	1
509388	643592.76	56	1	1	1
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509390	643592.76	56	1	1	1
509391	643592.76	56	1	1	1
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509396	643592.76	56	1	1	1
509397	643592.76	56	1	1	1
509398	643592.76	56	1	1	1
509399	643592.76	56	1	1	1
509400	643592.76	56	1	1	1

- ① EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE
- ② EASEMENT FOR DRAINAGE OF WATER 3 WIDE
- ③ EASEMENT FOR ASSET PROTECTION ZONE
- ④ 4.0 WIDE & VARIABLE WIDTH
- ⑤ EASEMENT TO DRAIN WATER VARIABLE WIDTH VIDE DP23156
- ⑥ COVENANTS - N256261, N789273

PLAN OF SUBDIVISION OF
LOT 199 DP1158472

LOC: GREAT LAKES
Locality: FORSTER
Subdivision No:

Registered
04.10.2013

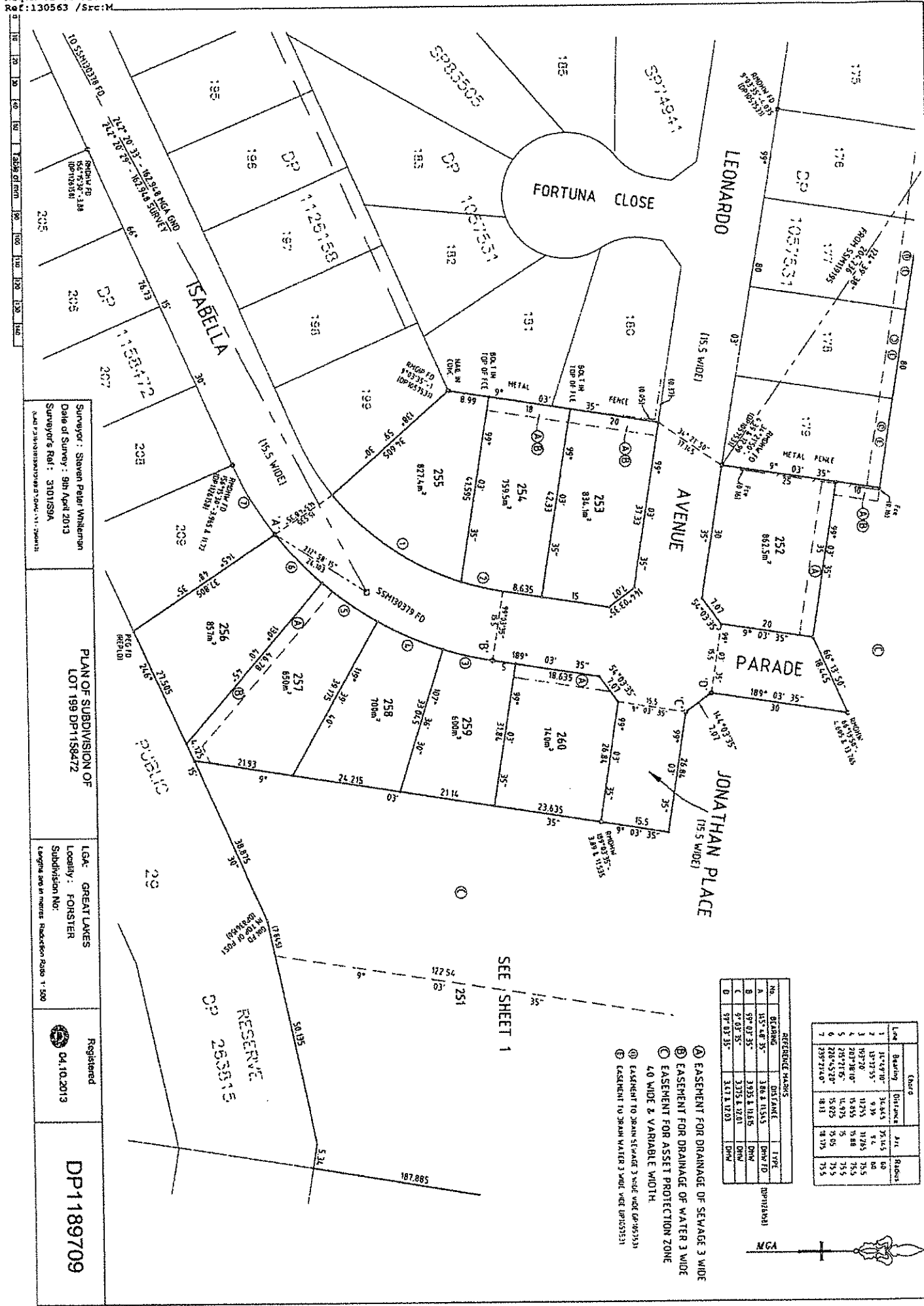
DP1189709

Surveyor: Steven Peter Whiteman
Date of Survey: 5th April 2013
Surveyor's Ref: 310150A

Length in metres, Reduction Rate: 1:2500



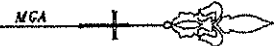
Scale of map: 1:2500



REFERENCE MARKS			
No.	BEARING	DISTANCE	TYPE
A	135° 48' 35"	3.86 ± 0.15	DRW TO
B	59° 03' 35"	3.825 ± 0.15	DRW
C	97° 03' 35"	3.375 ± 0.10	DRW
D	57° 03' 35"	3.47 ± 0.10	DRW

Easement			
Lot	Bearing	Distance	Radius
1	10° 49' 00"	34.645	75.145
2	10° 49' 00"	34.645	75.145
3	10° 49' 00"	34.645	75.145
4	10° 49' 00"	34.645	75.145
5	10° 49' 00"	34.645	75.145
6	10° 49' 00"	34.645	75.145
7	10° 49' 00"	34.645	75.145

- ① EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE
- ② EASEMENT FOR DRAINAGE OF WATER 3 WIDE
- ③ EASEMENT FOR ASSET PROTECTION ZONE
- ④ 4.0 WIDE & VARIABLE WIDTH
- ⑤ EASEMENT TO DRAIN SEAWARD 3 WIDE WITH 60:35:35
- ⑥ EASEMENT TO DRAIN WATER 3 WIDE WITH 60:35:35



Surveyor: Steven Peter Whiteman
 Date of Survey: 9th April 2013
 Surveyor's Ref: 3101789A
 Land Information: DP 1189709

PLAN OF SUBDIVISION OF
 LOT 189 DP1189709



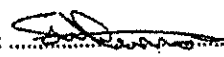
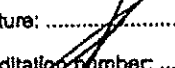
LSG: GREAT LAKES
 Locality: FORSTER
 Subdivision No: 1

Registered
 04.10.2013

DP1189709

PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection


DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 2 sheet(s)
<p>Office Use Only</p> <p>Registered:  04.10.2013</p> <p>Title System: TORRENS</p> <p>Purpose: SUBDIVISION</p>		<p>Office Use Only</p> <p></p> <p>DP1189709 S</p>
<p>PLAN OF SUBDIVISION OF</p> <p>LOT 199 DP1158472</p>	<p>LGA: GREAT LAKES</p> <p>Locality: FORSTER</p> <p>Parish: FORSTER</p> <p>County: GLOUCESTER</p>	
<p>Crown Lands NSW/Western Lands Office Approval</p> <p>I (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>	<p>Survey Certificate</p> <p>I, <u>Steven Peter Whiteman</u>..... of <u>3 Wharf Street Forster, Po Box 510</u>..... a surveyor registered under the Surveying and Spatial Information Act 2002, certify that:</p> <p>*(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.....</p> <p>*(b) The part of the land shown in the plan (*being/excluding ^..... Lot 251.....) was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on <u>9th April 2013</u>, the part not surveyed was compiled in accordance with that Regulation.</p> <p>*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012.</p> <p>Signature: <u></u> Dated: <u>12-6-13</u></p> <p>Surveyor ID: <u>2309</u></p> <p>Datum Line: <u>'X'-Y'</u></p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Steep-Mountainous:</p> <p>*Strike through if Inapplicable.</p> <p>*Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>	
<p>Subdivision Certificate</p> <p>I, <u>JOHN DOUGHERTY</u>.....</p> <p>*Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.100 of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: <u></u></p> <p>Accreditation number:</p> <p>Consent Authority: <u>Great Lakes Council</u></p> <p>Date of Endorsement: <u>5.9.13</u></p> <p>Subdivision Certificate number: <u>21/2013</u></p> <p>File number: <u>DA 233/2001/A</u></p> <p>*Strike through Inapplicable parts</p>	<p>Statements of Intention to dedicate public roads, public reserves and drainage reserves.</p> <p>IT IS INTENDED TO DEDICATE JONATHAN PLACE, THE EXTENSION OF ISABELLA PARADE & LEONARDO AVENUE TO THE PUBLIC AS PUBLIC ROAD.</p>	
<p>Plans used in preparation of survey/compilation.</p> <p>DP1057531, DP1126158, DP1158472 DP1032767, DP836150</p>		<p>If space is Insufficient continue on PLAN FORM 6A</p> <p>(CAO F:3101\3101S9\3101S9 DP.dwg)</p> <p>Surveyor's Reference: 3101S9A (V1 - 29/04/2013)</p>
<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>		

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)


Office Use Only		Office Use Only	
Registered:  04.10.2013	DP1189709		
PLAN OF SUBDIVISION OF LOT 199 DP1158472		This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> • A schedule of lots and addresses - Sec 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: 21/2013			
Date of Endorsement: 5.9.13			

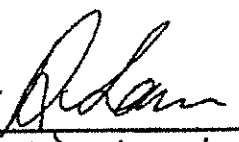
PURSUANT TO Sec.88B OF THE CONVEYANCING ACT 1919

IT IS INTENDED TO CREATE:-

1. EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE
2. EASEMENT FOR DRAINAGE OF WATER 3 WIDE
3. EASEMENT FOR ASSET PROTECTION ZONE 40 WIDE & VARIABLE WIDTH
4. RESTRICTION(S) ON THE USE OF LAND

Garhawk Pty Ltd ACN: 057 990 191 pursuant
to Section 127 of the Corporations Act 2001


 William John Akhurst
 Secretary


 Arnaldo Lani
 Director

Lot	Street Number	Street Name	Street Type	Locality
252	19	LEONARDO	AVENUE	FORSTER
253	25	LEONARDO	AVENUE	FORSTER
254	23	ISABELLA	PARADE	FORSTER
255	21	ISABELLA	PARADE	FORSTER
256	26	ISABELLA	PARADE	FORSTER
257	28	ISABELLA	PARADE	FORSTER
258	30	ISABELLA	PARADE	FORSTER
259	32	ISABELLA	PARADE	FORSTER
260				FORSTER

THE STREET ADDRESSES FOR LOT 251 AND
LOT 260 ARE NOT AVAILABLE

If space is insufficient use additional annexure sheet

Surveyor's Reference: 3101S9A

(CAD F:3101\3101S9\3101S9 DP.dwg)
(V1 - 26/04/2013)

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

(Sheet 1 of 4 Sheets)



DP1189709 B

Plan of Subdivision covered by Subdivision Certificate No.

Full name and address of owner of the land: Garhawk Pty Limited ('Garhawk') ACN 057 990 191
 33 The Lakes Way , Forster, NSW 2428

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à 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 Drainage of Sewage 3 Wide	251-254 incl. 257 260	MidCoast County Council
2	Easement for Drainage of Water 3 Wide	251 253 254 257	252 254, 255 255 251
3	Easement for Asset Protection Zone 40 Wide and Variable Width	251	252 256- 260 incl.
4	Restriction(s) on the use of land	Each lot except 251	Every other lot except 251

PART 2 (Terms)

Terms of easement for Drainage of Sewage 3 Wide numbered 1 in the plan.

The terms in Part B of Registered Memorandum No. AF361750.

Terms of easement for Asset Protection Zone 40 Wide and Variable Width numbered 3 in the plan

- (a) No landscaping, construction, work or development (as defined in the Environmental Planning Assessment Act 1979 (NSW) is to be placed within the

(Sheet 2 of 4 Sheets)

Plan: **DP1189709**

Plan of Subdivision covered by Subdivision
Certificate No. ...

area noted (C) on the plan unless the landscaping, construction works or development take the form of and are maintained in the form of an "Inner Protection Area" as defined in Section 4.2.2 in the publication "Planning for Bushfire Protection 2006".

- (b) The restrictions contained in Clause (a) cease to apply to the burdened lot when the burdened lot is developed as residential.

Terms of restriction numbered 4 in the plan.

- (a) No dwelling whether a single dwelling or one of two or more attached or detached dwellings shall be erected or permitted to remain on any lot burdened unless it has a living area under the main roof excluding any attached garage, carport or patio of at least one hundred and thirty (130) square metres.
- (b) No building structure or object shall be erected or permitted to remain on the land unless constructed with new and first quality materials.
- (c) No building which was previously erected elsewhere shall be re-erected or permitted to remain on the land.
- (d) That except where otherwise required by any public body or authority no sanitary convenience erected or permitted to remain on the land shall be detached or separate from any main building erected thereon.
- (e) That no fence shall be erected or permitted to remain along the street frontage of any lot burdened or along the side boundary in front of the building alignment.
- (f) That for the benefit of any adjoining land owned by Garhawk but only during the ownership thereof by Garhawk 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 Garhawk but such consent shall not be withheld if such fence is erected without expense to Garhawk 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.
- (g) That the expression 'the land' where herein used shall be deemed to refer separately and severally to each lot burdened.

Name of person empowered to release, vary or modify easement numbered 1 in the plan.

Midcoast County Council.

Name of person empowered to release, vary or modify easement numbered 2 in the plan.

Great Lakes Council.

DP1189709

(Sheet 3 of 4 Sheets)

Plan of Subdivision covered by Subdivision
Certificate No. ...

Name of person empowered to release, vary or modify easement numbered 3 in the plan.

Great Lakes Council.

Name of person empowered to release, vary or modify restriction or positive covenant
numbered 4 in the plan.

Any release variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the same. The person or persons empowered to release vary or modify these restrictions is Garhawk or such or other persons company or companies nominated by it under its common seal for that purpose and if Garhawk shall no longer be in existence or shall not be the registered proprietor of any of the land comprised in the Plan of Subdivision and there shall be no such person or persons company or companies so nominated then the person or persons having the right to release vary or modify these restrictions shall be the persons or companies for the time being registered as the proprietors of the land in the Plan of Subdivision having common boundaries with the lot burdened for which lot the release, variation or modification is requested.


Certified correct for the purposes of the Real Property
Act 1900 and executed on behalf of the corporation
named below by the authorised person(s) whose
signature(s) appears(s) below pursuant to the
authority specified.

Corporation: Garhawk Pty Limited ACN 057 990
191

Capacity: Owner

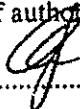
Authority: section 127 of the Corporations Act 2001

Signature of authorised person:



Name of authorised person: **Rinaldo Lani**
Office held: **Director**

Signature of authorised person:



Name of authorised person: **William John
Akhurst**
Office held: **Secretary**

DP1189709

(Sheet 4 of 4 Sheets)

Plan of Subdivision covered by Subdivision
Certificate No. ...

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

Signature of witness



Name of witness: *Karen Lawless*

Address of witness:

*Great lakes Council
PO Box 450
FORSTER NSW 2428*

Certified correct for the purposes of the Real
Property Act 1900 by , the council .

Signature of authorised officer:

Authorised officers name:

John Dougherty
Manager Property and Building Assets
Great Lakes Council

Authority of officer:

Signing on behalf of: **Great Lakes Council ABN
60 343 393 217**



Easements and
restrictions are
accepted by
MidCoast County
Council.

David McKellar
DAVID MCKELLAR
DEVELOPMENT ENGINEER
MIDCOAST WATER

REGISTERED



04.10.2013

PLAN FORM 3

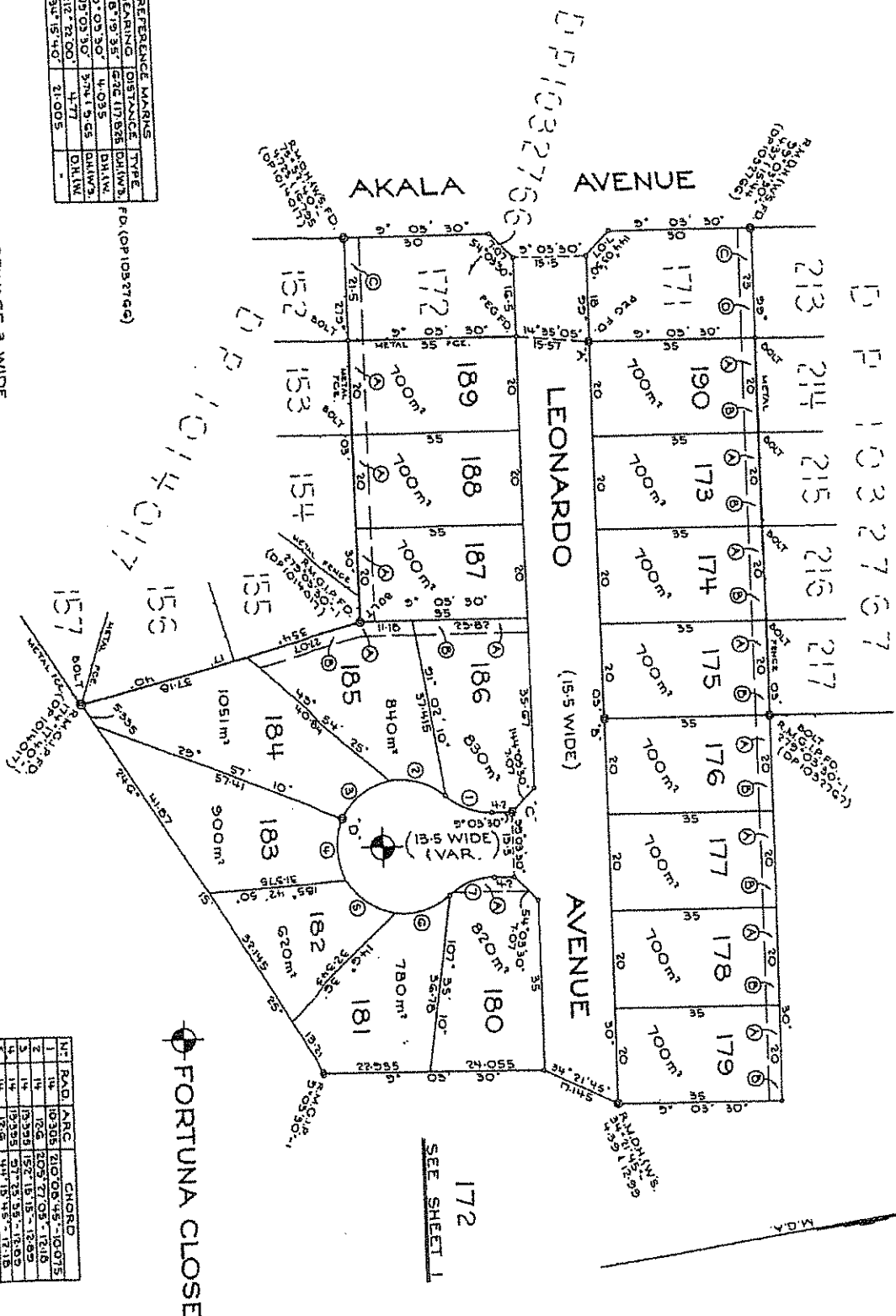
To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

- Ⓐ EASEMENT TO DRAIN SEWAGE 3 WIDE
- Ⓑ EASEMENT TO DRAIN WATER 3 WIDE
- Ⓒ EASEMENT TO DRAIN SEWAGE 3 WIDE
- Ⓓ EASEMENT TO DRAIN WATER 3 WIDE
- Ⓔ EASEMENT TO DRAIN WATER 3 WIDE
- Ⓕ EASEMENT TO DRAIN WATER 3 WIDE

REFERENCE MARKS	TYPE
N	BEARING DISTANCE
A	56° 19' 35" E 17.826 D.M.W.
B	5° 03' 30" W 4.035 D.M.W.
C	275° 03' 30" W 4.77 D.M.W.
D	212° 22' 00" W 4.77 D.M.W.
E	234° 15' 40" W 2.005 D.M.W.

LT	RAD	ARC	CHORD
1	10.305	210° 08' 45" - 100° 75'	
2	14	12.6	205° 77' 05" - 121.8
3	14	13.35	152° 15' 15" - 12.89
4	14	13.35	57° 23' 35" - 12.89
5	14	12.6	44° 15' 45" - 12.18
6	14	12.6	352° 35' 50" - 12.18
7	14	10.305	347° 58' 10" - 100° 75'



DP1057531

Registered: EB 17-9-2003

Name of owner: E. Jones

Surveyor registered under: Surveyors Act 1929

This is sheet 2 of the plan or 2 sheets of material by registration number 1057531/2003 or DA 177/2003

Authorised Professional Engineer/Professional Surveyor
 For use, unless stated to be otherwise in any part of this Form 2

Reduction Ratio 1:600

SURVEYOR'S REFERENCE: 3101/CB

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

Lengths are in metres

(Sheet 1 of 3 Sheets)

PART 1

DP1057531

Subdivision covered by Council
Clerk's Certificate No. 56/2003

Full Name and address of
Proprietor of the land

Garhawk Pty Limited ACN 057
990 191 of 33 The Lakes Way,
Forster 2428

1. Identity of easement or
restriction firstly referred to
in the abovementioned Plan:

Easement to drain sewage 3
wide

Schedule of Lots, etc., affected

Lots Burdened

Lots, name of road or authority
benefited

g

Lots 173-180 inclusive, ~~183, 186, 190~~
AND 185 - 190 inclusive

Midcoast County Council

2. Identity of easement or
restriction secondly referred to
in the abovementioned Plan:

Easement to drain water 3 wide

Schedule of Lots, etc., affected

Lots Burdened

Lots, name of road or authority
benefited

Lot 190
Lot 173
Lot 174
Lot 175
Lot 176
Lot 177
Lot 178
Lot 179
Lot 185
Lot 186

Lots 172-179 inclusive
Lots 172, 174-179 inclusive
Lots 172, 175-179 inclusive
Lots 172, 176-179 inclusive
Lots 172, 177-179 inclusive
Lots 172, 178, 179
Lots 172, 179
Lot 172
Lot 184
Lots 184, 185



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

Lengths are in metres

(Sheet 2 of 3 Sheets)

3. Identity of easement or
restriction thirdly referred to
in the abovementioned Plan:

Restriction(s) on the use of land

Schedule of Lots, etc., affected

Lots Burdened

Lots, name of road or authority
benefited

Each lot except Lot 172

every other lot except Lot 172

PART 2

1. Terms of Restrictions on the use of Land thirdly Referred to in the Abovementioned Plan:

- (a) No dwelling whether a single dwelling or one of two or more attached or detached dwellings shall be erected or permitted to remain on any lot burdened unless it has a living area under the main roof excluding any attached garage, carport or patio of at least one hundred and thirty (130) square metres.
- (b) No building structure or object shall be erected or permitted to remain on the land other than a building structure or object constructed of new and first quality materials.
- (c) No building which was previously erected shall be re-erected or permitted to remain on the land.
- (d) That except where otherwise required by any public body or authority no sanitary convenience erected or permitted to remain on the land shall be detached or separate from any main building erected thereon.
- (e) That no fence shall be erected or permitted to remain along the street frontage of any lot burdened or along the side boundary in front of the building alignment. The street frontage of any lot is the frontage to which there is a permitted vehicular access.
- (f) That for the benefit of any adjoining land owned by Garhawk Pty. Limited (ACN 057 990 191) but only during the ownership thereof by Garhawk Pty. Limited (ACN 057 990 191) 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 Garhawk Pty. Limited (ACN 057 990 191) but such consent shall not be withheld if such fence is erected without expense to Garhawk Pty. Limited (ACN 057 990 191) 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.



DP1057531

DP1057531

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

Lengths are in metres

(Sheet 3 of 3 Sheets)

- (g) That the expression "the land" wherein herein used shall be deemed to refer separately and severally to each lot hereby burdened.

Name of Persons Empowered to Release, Vary or Modify Restrictions firstly Referred to in the Abovementioned Plan.



Midcoast County Council

Name of Persons Empowered to Release, Vary or Modify Restrictions thirdly Referred to in the Abovementioned Plan.

Any release variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the same. The person or persons empowered to release vary or modify these restrictions is Garhawk Pty. Limited (ACN 057 990 191) or such or other persons company or companies nominated by it under its common seal for that purpose and if Garhawk Pty. Limited (ACN 057 990 191) shall no longer be in existence or shall not be the registered proprietor of any of the land comprised in the Plan of subdivision and there shall be no such person or persons company or companies so nominated then the person or persons having the right to release vary or modify these restrictions shall be the persons or companies for the time being registered as the proprietors of the land in the Plan of Subdivision having common boundaries with the lot burdened.

The Common Seal of GARHAWK PTY
LIMITED ACN 057 990 191 was hereunto
affixed in the presence of:



) 
Director R. LANI
) 
Secretary W. J. AKHURST

REGISTERED  EB 17/9/2003





Adrian A. Lami
DIRECTOR
N.T. REKST
SECRETARY

CONTRIBUTOR'S OFFICE APPROVAL

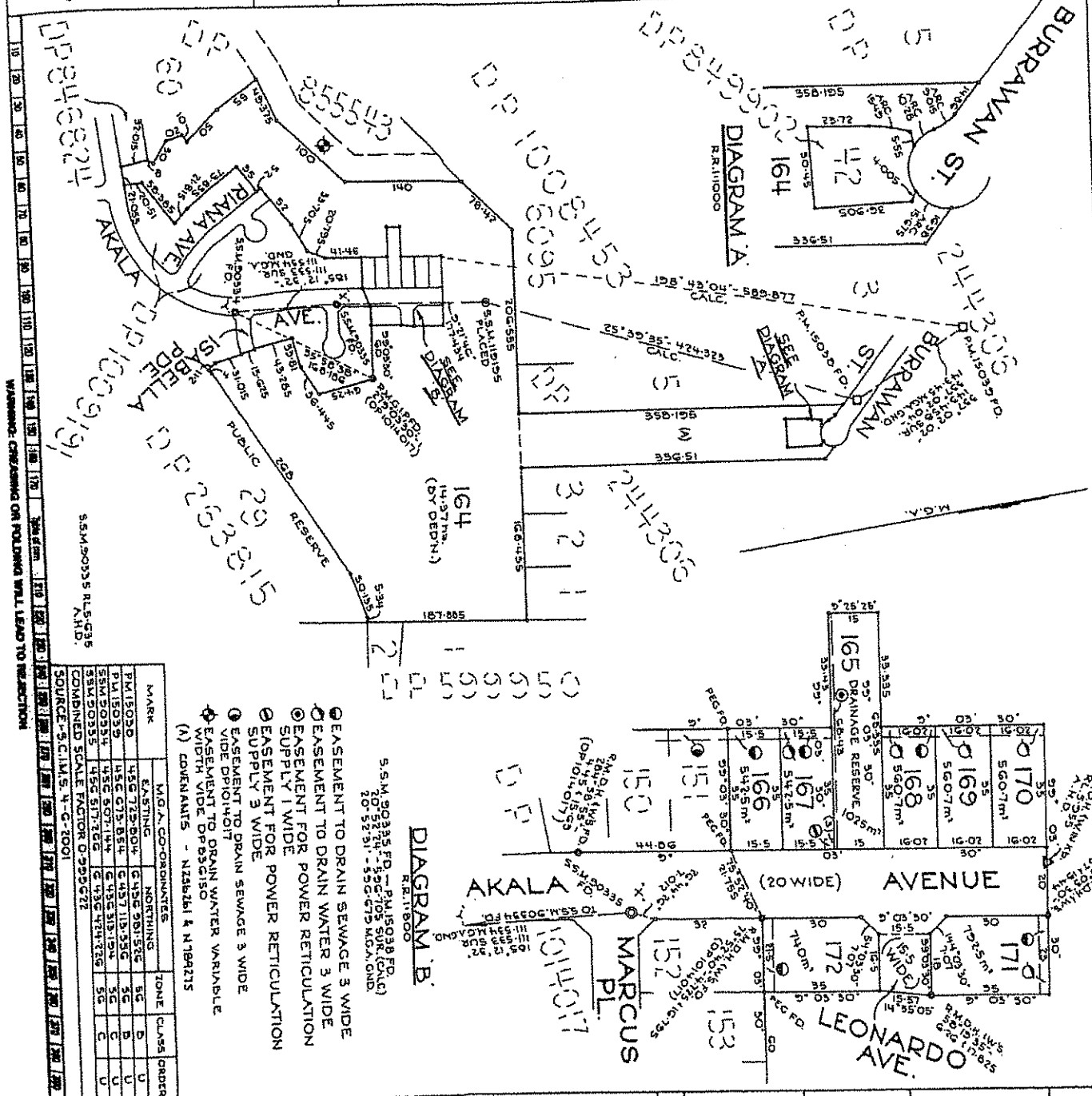
Authorised Officer: _____
Project No.: _____
Title Date: _____

SUBDIVISION CERTIFICATE

I hereby certify that the proposed S.D. 1032766 of the Environmental Planning and Assessment Act 1973 (now amended in relation to the proposed SUBDIVISION) is in accordance with the provisions of the Act and the Regulations thereunder.

Authorised Officer: *Adrian A. Lami*
Date of Approval: 1 May 2001
Registration No.: 812007
Date of Registration: 01/11/01

Notes: 1. The proposed subdivision is subject to the provisions of the Environmental Planning and Assessment Act 1973 (now amended in relation to the proposed SUBDIVISION) and the Regulations thereunder. 2. The proposed subdivision is subject to the provisions of the Environmental Planning and Assessment Act 1973 (now amended in relation to the proposed SUBDIVISION) and the Regulations thereunder. 3. The proposed subdivision is subject to the provisions of the Environmental Planning and Assessment Act 1973 (now amended in relation to the proposed SUBDIVISION) and the Regulations thereunder.



DP1032766	Registration M 24-B-2001 The System TORRENS Purpose SUBDIVISION Ref Map: Z.5532-43 #44 #71 # and 72 # Last Plan: DP 1014011
PLAN OF SUBDIVISION OF LOT 142 DP1014017	
Lengths are in metres. Reduction Ratio 1:3000	
L&L: GREAT LAKES Locality: CAPE HAWKE Parish: FORSTER County: GLOUCESTER	
-While in sheet - send my plan to - (Public & Subscribers) -Subscriber-	
Division (Parish) Population 1966 1. BRAN ALBERT LUDWIG 2. WINDY CREEK 3. WINDY CREEK 4. WINDY CREEK 5. WINDY CREEK 6. WINDY CREEK 7. WINDY CREEK 8. WINDY CREEK 9. WINDY CREEK 10. WINDY CREEK 11. WINDY CREEK 12. WINDY CREEK 13. WINDY CREEK 14. WINDY CREEK 15. WINDY CREEK 16. WINDY CREEK 17. WINDY CREEK 18. WINDY CREEK 19. WINDY CREEK 20. WINDY CREEK 21. WINDY CREEK 22. WINDY CREEK 23. WINDY CREEK 24. WINDY CREEK 25. WINDY CREEK 26. WINDY CREEK 27. WINDY CREEK 28. WINDY CREEK 29. WINDY CREEK 30. WINDY CREEK 31. WINDY CREEK 32. WINDY CREEK 33. WINDY CREEK 34. WINDY CREEK 35. WINDY CREEK 36. WINDY CREEK 37. WINDY CREEK 38. WINDY CREEK 39. WINDY CREEK 40. WINDY CREEK 41. WINDY CREEK 42. WINDY CREEK 43. WINDY CREEK 44. WINDY CREEK 45. WINDY CREEK 46. WINDY CREEK 47. WINDY CREEK 48. WINDY CREEK 49. WINDY CREEK 50. WINDY CREEK 51. WINDY CREEK 52. WINDY CREEK 53. WINDY CREEK 54. WINDY CREEK 55. WINDY CREEK 56. WINDY CREEK 57. WINDY CREEK 58. WINDY CREEK 59. WINDY CREEK 60. WINDY CREEK 61. WINDY CREEK 62. WINDY CREEK 63. WINDY CREEK 64. WINDY CREEK 65. WINDY CREEK 66. WINDY CREEK 67. WINDY CREEK 68. WINDY CREEK 69. WINDY CREEK 70. WINDY CREEK 71. WINDY CREEK 72. WINDY CREEK 73. WINDY CREEK 74. WINDY CREEK 75. WINDY CREEK 76. WINDY CREEK 77. WINDY CREEK 78. WINDY CREEK 79. WINDY CREEK 80. WINDY CREEK 81. WINDY CREEK 82. WINDY CREEK 83. WINDY CREEK 84. WINDY CREEK 85. WINDY CREEK 86. WINDY CREEK 87. WINDY CREEK 88. WINDY CREEK 89. WINDY CREEK 90. WINDY CREEK 91. WINDY CREEK 92. WINDY CREEK 93. WINDY CREEK 94. WINDY CREEK 95. WINDY CREEK 96. WINDY CREEK 97. WINDY CREEK 98. WINDY CREEK 99. WINDY CREEK 100. WINDY CREEK	
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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919

Lengths are in metres

(Sheet 1 of 5 Sheets)

PART 1

DP1032766

Subdivision covered by Council
Clerk's Certificate No. 3/2002

Full Name and address of
Proprietor of the land

Garhawk Pty Limited ACN 057
990 191 of 33 The Lakes Way,
Forster 2428

1. Identity of easement or
restriction firstly referred to
in the abovementioned Plan:

Easement to drain sewage 3
wide

Schedule of Lots, etc., affected

Lots Burdened

Lots, name of road or authority
benefited

Lots 166, 167, 168, 171, 172

Midcoast County Council

2. Identity of easement or
restriction secondly referred to
in the abovementioned Plan:

Easement to drain water 3 wide

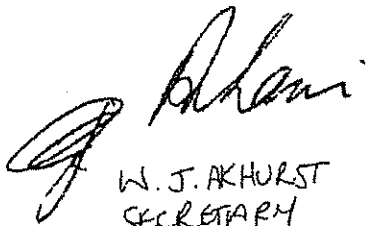
Schedule of Lots, etc., affected


Lots Burdened

Lots, name of road or authority
benefited

Lot 167
Lot 168
Lot 169
Lot 170
Lot 171

Lot 166
Lots 164, 169, 170
Lots 164, 170
Lot 164
Lot 164


W. J. AKHURST
SECRETARY


R. LANI
DIRECTOR

DP1032766

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

Lengths are in metres

(Sheet 2 of 5 Sheets)

3. Identity of easement or restriction thirdly referred to in the abovementioned Plan: Easement for power reticulation supply 1 wide

Schedule of Lots, etc., affected

Lots Burdened

Lots, name of road or authority benefited

Lot 165

North Power

4. Identity of easement or restriction fourthly referred to in the abovementioned Plan: Easement for power reticulation 3 wide

Schedule of Lots, etc., affected

Lots Burdened

Lots, name of road or authority benefited

Lot 167

North Power

5. Identity of easement or restriction fifthly referred to in the abovementioned Plan: Restriction(s) on the use of land


Schedule of Lots, etc., affected


Lots Burdened

Lots, name of road or authority benefited

Lots 166-170 inclusive

Great Lakes Council

 R. LANI
DIRECTOR

 W. J. AKHURST
SECRETARY

DP1032766

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

Lengths are in metres

(Sheet 3 of 5 Sheets)

6. Identity of easement or restriction sixthly referred to in the abovementioned Plan: Restriction(s) on the use of land

Schedule of Lots, etc., affected

Lots Burdened

Lots, name of road or authority benefited

Each lot except Lot 164

every other lot except Lot 164

PART 2

1. Terms of Easement for Power Reticulation Supply 1 Wide thirdly Referred to in the Abovementioned Plan:



An easement for electricity supply on the terms set out in part A and part C of memorandum 3820073.

2. Terms of Easement for Power Reticulation 3 Wide fourthly Referred to in the Abovementioned Plan:

An easement for electricity supply on the terms set out in part A and part D of memorandum 3820073.

3. Terms of Restriction(s) on the use of Land fifthly Referred to in the Abovementioned Plan:

No building shall be erected or permitted to remain on the land unless the ground level 5 metres from the street frontage is at least RL5.55 AHD and any garage entry is at least RL5.75 AHD.

 R. LANI
DIRECTOR
 W.J. AKHURST
SECRETARY

DP1032766


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


Lengths are in metres

(Sheet 4 of 5 Sheets)

4. Terms of Restrictions on the use of Land sixthly Referred to in the
Abovementioned Plan:

- (a) No dwelling whether a single dwelling or one of two or more attached or detached dwellings shall be erected or permitted to remain on any lot burdened unless it has a living area under the main roof excluding any attached garage, carport or patio of at least one hundred and thirty (130) square metres.
- (b) No building structure or object shall be erected or permitted to remain on the land other than a building structure or object constructed of new and first quality materials.
- (c) No building which was previously erected shall be re-erected or permitted to remain on the land.
- (d) That except where otherwise required by any public body or authority no sanitary convenience erected or permitted to remain on the land shall be detached or separate from any main building erected thereon.
- (e) That no fence shall be erected or permitted to remain along the street frontage of any lot burdened or along the side boundary in front of the building alignment. The street frontage of any lot is the frontage to which there is a permitted vehicular access.
- (f) That for the benefit of any adjoining land owned by Garhawk Pty. Limited (ACN 057 990 191) but only during the ownership thereof by Garhawk Pty. Limited (ACN 057 990 191) 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 Garhawk Pty. Limited (ACN 057 990 191) but such consent shall not be withheld if such fence is erected without expense to Garhawk Pty. Limited (ACN 057 990 191) 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.


R. LANI
DIRECTOR


W. J. AKHURST
SECRETARY

DP1032766

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

Lengths are in metres

(Sheet 5 of 5 Sheets)

- (g) That the expression "the land" wherein herein used shall be deemed to refer separately and severally to each lot hereby burdened.

Name of Persons Empowered to Release, Vary or Modify Restrictions fifthly
Referred to in the Abovementioned Plan.


Great Lakes Council

Name of Persons Empowered to Release, Vary or Modify Restrictions sixthly
Referred to in the Abovementioned Plan.



Any release variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the same. The person or persons empowered to release vary or modify these restrictions is Garhawk Pty. Limited (ACN 057 990 191) or such or other persons company or companies nominated by it under its common seal for that purpose and if Garhawk Pty. Limited (ACN 057 990 191) shall no longer be in existence or shall not be the registered proprietor of any of the land comprised in the Plan of subdivision and there shall be no such person or persons company or companies so nominated then the person or persons having the right to release vary or modify these restrictions shall be the persons or companies for the time being registered as the proprietors of the land in the Plan of Subdivision having common boundaries with the lot burdened.

The Common Seal of GARHAWK PTY
LIMITED ACN 057 990 191 was hereunto
affixed in the presence of:

)  R. LANI
Director

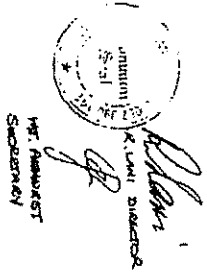
)  W.J. AKHURST
Secretary



REGISTERED  24-8-2001 

PLAN FORM 2

SEPARATES AND SALLS ONLY



Plan Drawing only to appear in this space

DP1014017

Map No. 201512000

C.A. SEE CERTIFICATE

The System: TORRENS

Purpose: SUBDIVISION

Map No. Z5532-43 *44 * 71*

AND 72*

Lot Plan: DP1009191

PLAN OF SUBDIVISION OF LOT 119 DP1009191

Language with notes. Reduction Ratio 1:2500

LOCAL: GREAT LAKES

Locality: CAPE HAWKE

Project: FORSTER

County: GLOUCESTER

This is Sheet 1 of 2 sheets.

(Dates if applicable)

Surveyor (Professional Registration No. 1888)

1. SHARON L. FORSTER (P.L. 1888) Surveyor

2. SHARON L. FORSTER (P.L. 1888) Surveyor

3. SHARON L. FORSTER (P.L. 1888) Surveyor

4. SHARON L. FORSTER (P.L. 1888) Surveyor

5. SHARON L. FORSTER (P.L. 1888) Surveyor

6. SHARON L. FORSTER (P.L. 1888) Surveyor

7. SHARON L. FORSTER (P.L. 1888) Surveyor

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23. SHARON L. FORSTER (P.L. 1888) Surveyor

24. SHARON L. FORSTER (P.L. 1888) Surveyor

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31. SHARON L. FORSTER (P.L. 1888) Surveyor

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42. SHARON L. FORSTER (P.L. 1888) Surveyor

43. SHARON L. FORSTER (P.L. 1888) Surveyor

44. SHARON L. FORSTER (P.L. 1888) Surveyor

45. SHARON L. FORSTER (P.L. 1888) Surveyor

46. SHARON L. FORSTER (P.L. 1888) Surveyor

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49. SHARON L. FORSTER (P.L. 1888) Surveyor

50. SHARON L. FORSTER (P.L. 1888) Surveyor

51. SHARON L. FORSTER (P.L. 1888) Surveyor

52. SHARON L. FORSTER (P.L. 1888) Surveyor

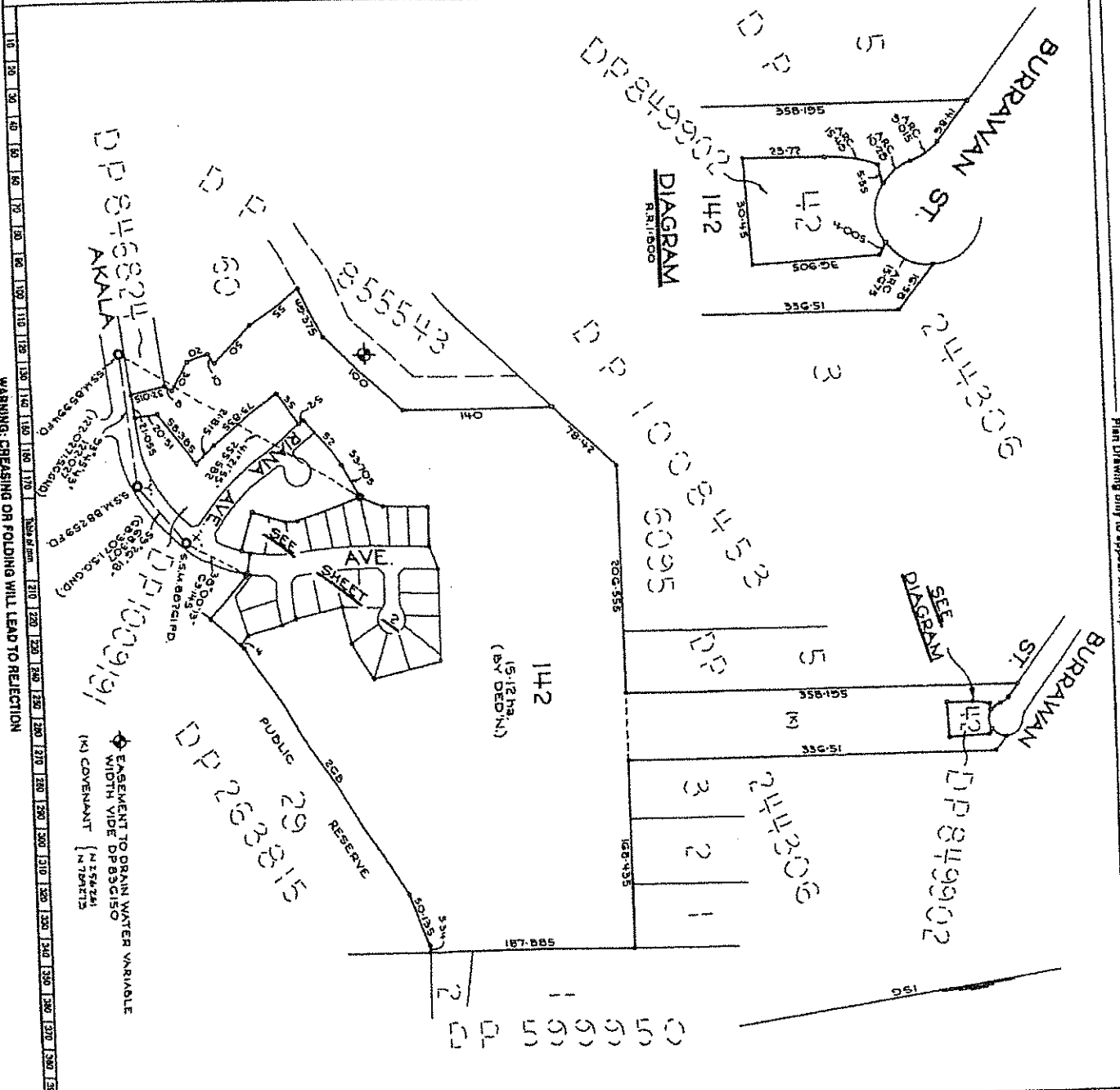
53. SHARON L. FORSTER (P.L. 1888) Surveyor

54. SHARON L. FORSTER (P.L. 1888) Surveyor

55. SHARON L. FORSTER (P.L. 1888) Surveyor

56. SHARON L. FORSTER (P.L. 1888) Surveyor

57. SHARON L. FORSTER (P.L. 1888) Surveyor



WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Division Land Office Approval

PLANNING

Land Office

Project No.

Field No.

Subdivision Certificate

1. The land shown on this plan is the subject of a Subdivision Certificate issued by the Registrar of Land.

2. The land shown on this plan is the subject of a Subdivision Certificate issued by the Registrar of Land.

3. The land shown on this plan is the subject of a Subdivision Certificate issued by the Registrar of Land.

4. The land shown on this plan is the subject of a Subdivision Certificate issued by the Registrar of Land.

5. The land shown on this plan is the subject of a Subdivision Certificate issued by the Registrar of Land.

6. The land shown on this plan is the subject of a Subdivision Certificate issued by the Registrar of Land.

7. The land shown on this plan is the subject of a Subdivision Certificate issued by the Registrar of Land.

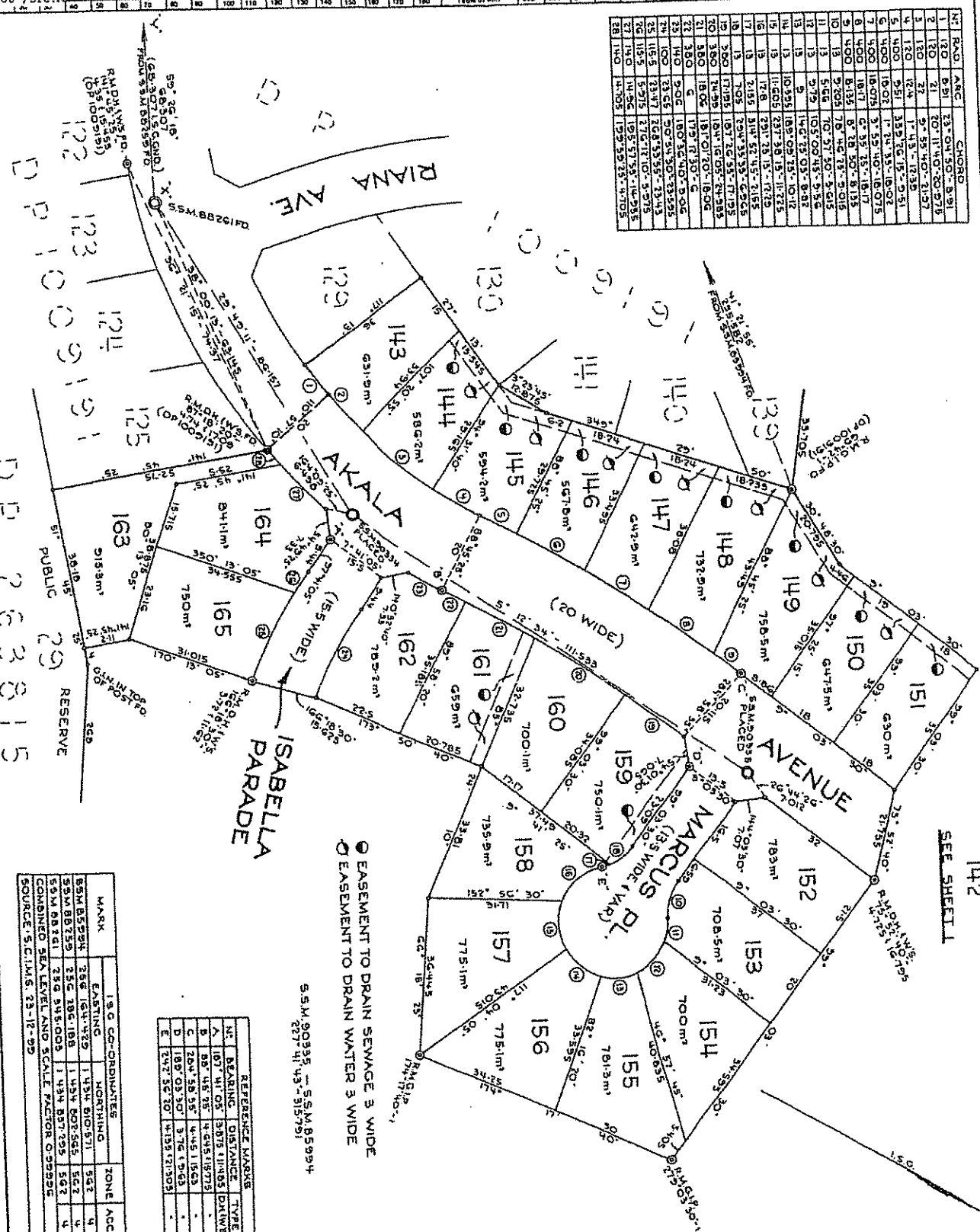
8. The land shown on this plan is the subject of a Subdivision Certificate issued by the Registrar of Land.

9. The land shown on this plan is the subject of a Subdivision Certificate issued by the Registrar of Land.

10. The land shown on this plan is the subject of a Subdivision Certificate issued by the Registrar of Land.

SEE SHEET 1

N ^o	D	ARC	CHORD
1	3D	B-91	23-04-50-15-B-91
2	3D	21	50-11-40-20-97-5
3	3D	32	7-55-40-2-187
4	12D	12-4	1-43-15-12-35
5	40D	9-51	1-43-15-15-5-51
6	40D	18-02	1-24-33-15-18-02
7	50D	18-075	3-52-10-18-075
8	40D	18-17	3-52-35-15-18-17
9	40D	B-135	8-28-50-8-135
10	13	5-03	78-42-73-5-035
11	13	5-12	70-37-20-5-015
12	13	5-75	105-00-43-5-75
13	15	5	127-23-03-8-82
14	15	11-025	185-09-13-11-02
15	15	11-065	227-20-15-11-225
16	15	17-8	231-27-15-17-8
17	15	21-8	314-52-15-21-8
18	15	25-8	324-35-15-25-8
19	15	30-5	324-35-15-30-5
20	20	17-025	181-05-20-17-025
21	20	18-02	181-01-20-18-02
22	20	18-30	175-13-30-18
23	20	20-02	175-24-30-20-02
24	40D	31-35	200-50-40-31-35
25	40D	31-47	204-55-40-31-43
26	40D	32-75	216-57-40-32-75
27	40D	32-75	216-57-40-32-75
28	40D	41-05	192-25-25-41-05



REFERENCE MARKS		
N.	BEARING	DISTANCE TYPE
A	107° 41' 05"	3.075 (11) MDS DM (WB)
B	80° 45' 25"	4.495 (15) 775 "
C	264° 58' 55"	4.445 (15) C3 "
D	109° 03' 30"	3.76 (15) 63 "
E	247° 55' 20"	4.135 (15) 303 "

[illegible]

S.S.M. 90335 - S.S.M. 85994
227° 41' 43" - 315.79;

① EASEMENT TO DRAIN SEWAGE 3 WIDE
② EASEMENT TO DRAIN WATER 3 WIDE

plans Drawing only to appear in this space

3101/5

DP1014017

Registered 2015/2000

0002-6-82 page 2
Page 2 of 2

20

This is about 2 hr from the start of 2
hours before by my computer and
62/2000 of 16/15/00

Mr. B. B. B.

Quercus laevis (L.) Willd. & Nees

Page 6 of 6
Form 2

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

(Sheet 1 of 3 Sheets)

PART 1

DP1014017 (E)

Subdivision covered by Council
Clerk's Certificate No. 82/2000

Full Name and address of
Proprietor of the land

Garhawk Pty Limited ACN 057
990 191 of 33 The Lakes Way,
Forster 2428

1. Identity of easement or
restriction firstly referred to
in the abovementioned Plan:

Easement to drain sewage 3
wide

Schedule of Lots, etc., affected

Lots Burdened

Lots, name of road or authority
benefited

Lots 144-151 inclusive, 159, 161

Midcoast County Council

2. Identity of easement or
restriction secondly referred to
in the abovementioned Plan:

Easement to drain water 3 wide

Schedule of Lots, etc., affected

Lots Burdened

Lots, name of road or authority
benefited

Lot 144
Lot 145
Lot 146
Lot 147
Lot 148
Lot 149
Lot 150

Ø LOT 161

Lot 143
Lots 143, 144
Lots 143-145 inclusive
Lots 143-146 inclusive
Lots 143-147 inclusive
Lots 143-148 inclusive, 150,151
Lot 151
LOT 142

W.J. AKHURST
SECRETARY

R. LANI
DIRECTOR

2 27-4-2001
Ø AMENDED IN LPI/NSA VIDE REQUEST 7516992

DP1014017

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

(Sheet 2 of 3 Sheets)

3. Identity of easement or restriction thirdly referred to in the abovementioned Plan: Restriction(s) on the use of land

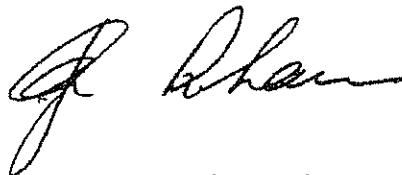
Schedule of Lots, etc., affected

<u>Lots Burdened</u>	<u>Lots, name of road or authority benefited</u>
Each lot except Lot 142	every other lot except Lot 142

PART 2

1. Terms of Restrictions on the use of Land Thirdly Referred to in the Abovementioned Plan:

- (a) No dwelling whether a single dwelling or one of two or more attached or detached dwellings shall be erected or permitted to remain on any lot burdened unless it has a living area under the main roof excluding any attached garage, carport or patio of at least one hundred and thirty (130) square metres.
- (b) No building structure or object shall be erected or permitted to remain on the land with materials other than new and first quality materials.
- (c) No building which was previously erected shall be re-erected or permitted to remain on the land.
- (d) That except where otherwise required by any public body or authority no sanitary convenience erected or permitted to remain on the land shall be detached or separate from any main building erected thereon.
- (e) That no fence shall be erected or permitted to remain along the street frontage of any lot burdened or along the side boundary in front of the building alignment.



W.J. AKHURST
SECRETARY

R. LANI
DIRECTOR

REGISTERED



26/5/2000



DP1014017

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

(Sheet 3 of 3 Sheets)

- (f) That for the benefit of any adjoining land owned by Garhawk Pty. Limited (ACN 057 990 191) but only during the ownership thereof by Garhawk Pty. Limited (ACN 057 990 191) 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 Garhawk Pty. Limited (ACN 057 990 191) but such consent shall not be withheld if such fence is erected without expense to Garhawk Pty. Limited (ACN 057 990 191) 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.
- (g) That the expression "the land" wherein herein used shall be deemed to refer separately and severally to each lot hereby burdened.
- (h) Any release variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the same. The person or persons empowered to release vary or modify these restrictions is Garhawk Pty. Limited (ACN 057 990 191) or such or other persons company or companies nominated by it under its common seal for that purpose and if Garhawk Pty. Limited (ACN 057 990 191) shall no longer be in existence or shall not be the registered proprietor of any of the land comprised in the Plan of subdivision and there shall be no such person or persons company or companies so nominated then the person or persons having the right to release vary or modify these restrictions shall be the persons or companies for the time being registered as the proprietors of the land in the Plan of Subdivision having common boundaries with the lot burdened.

The Common Seal of GARHAWK PTY)
LIMITED ACN 057 990 191 was hereunto)
affixed in the presence of:)

 R. LANI
DIRECTOR
Director
 W. J. AKHURST
SECRETARY
Secretary



REGISTERED



26/5/2000



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.	1542 / 2019
-----------------	--------------------

Applicant

BARRACLOUGH JONES & ASSOCIATES
PO Box 271
TUNCURRY NSW 2428

Receipt No. : 2080103
Date of Issue : 28 March 2019
Ref : SOUNNESS
175930:6554

Property Key : 38503

Property Description

13 Jonathan Place, FORSTER NSW 2428
Lot 266 DP 1199076

Owner (as recorded by Council):

Mr L M Sounness
3/4 Dee Cres
TUNCURRY 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" AND "STATE ENVIRONMENTAL PLANNING POLICY" ARE TERMS USED IN THE ACT TO DESCRIBE THE INSTRUMENTS THAT ARE USED TO CONTROL THE DEVELOPMENT OF LAND AND TO PROVIDE FOR THE DEVELOPMENT OF LAND AND TO PROVIDE FOR THE DEVELOPMENT OF LAND AND TO PROVIDE FOR THE DEVELOPMENT OF LAND

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 MAY be undertaken on land Zoned R2, R3, R4, or RU5 in Great Lakes LEP 2014

Rural Housing Code

Complying development under this code MAY be undertaken on land Zoned RU1, RU2, RU3, RU4, or R5 in Great Lakes LEP 2014

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 MAY be undertaken on the land

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

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.



MidCoast Water Customer Service Centres:
26 Muldoon St, Taree
16 Breese Pde, Forster

All Correspondence to:
PO Box 671
TAREE NSW 2430
Phone enquiries: 1300 133 455

Your Ref: 175930
Our Ref.: ENG2017/0898

Infotrack Pty Ltd
GPO Box 4029
SYDNEY NSW 2001

OWNER DETAILS

Luke M Sounness

PROPERTY DETAILS

Lot 266 DP 1199076

ADDRESS

13 Jonathan Pl 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 Water'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 Water 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 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 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. 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

This letter was issued on: 30/05/2017

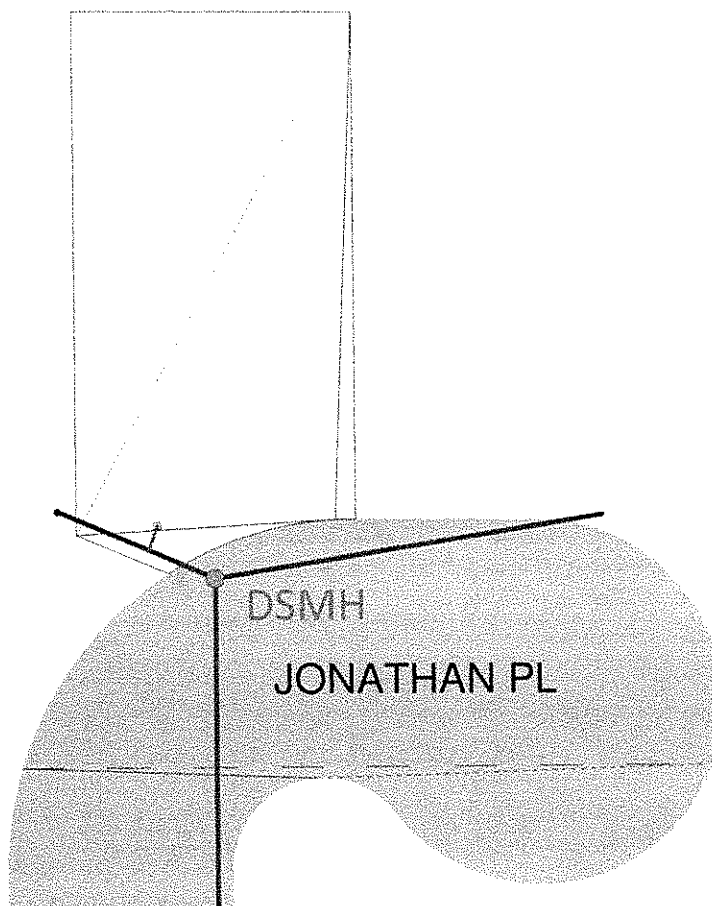
General Manager



SEWER DRAINAGE DIAGRAM 86751

Lot 266 Sec. D.P. DP1199076

Address JONATHAN PL 13 Town FORSTER



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

LEGEND			Scale: 1:500	
			JUNCTION LOCATION	
W.C..... 1	Soil Vent Pipe...SVP	●Manhole	Sewer Junction.....	333167
Bath..... 2	Waste Stack.....WS	○ Inspection	existing at.....	4.93
Basin..... 3	Inspect. Shaft....ISopening	from D.S.M.H.....	(d=.....m)
Shower..... 4	Reflux Valve.....RV Assumed location	Depth of Junction approx.....	1.40
K.Sink..... 5	Tap Over.....TO of existing sewer	Depth of Riser approx.....	m
Tubs..... 6	Grease Arrestor..GA	☒Surcharge Gully		
Gully..... 7	Urinal.....UR			
Vent..... 8	Low Level Vent..LLV			
Floor Waste.... 9	Sewer Direction.. >			

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 Council County Council Department of Planning and Environment Department of Primary Industries East Australian Pipeline Limited Electricity and gas Land & Housing Corporation Local Land Services NSW Department of Education	NSW Fair Trading NSW Public Works Advisory Office of Environment and Heritage Owner of adjoining land Privacy Roads and Maritime Services Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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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 by a 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 th 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"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the 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 or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the 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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