

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
Co-agent		
Vendor	Ricky James Clifton and Amanda Ivy Clifton 17 Margina Close, Tuncurry NSW 2428	
Vendor's Solicitor	KEY2 CONVEYANCING PO BOX 697 FORSTER NSW 2428 DX7112 FORSTER	Phone 02 6555 8788 Fax 02 6555 8763 Ref K8969 Email liz@key2conveyancing.com.au
Date for completion	28 days after the date of this contract (clause 15)	
Land (address, plan details and title reference)	118 Angus Drive, Failford Registered Plan: Lot 315 Plan 1240775 Folio 315/1240775	
Improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: shed	
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	<input checked="" type="checkbox"/> blinds <input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input type="checkbox"/> pool equipment <input checked="" type="checkbox"/> clothes line <input checked="" type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input checked="" type="checkbox"/> TV antenna <input type="checkbox"/> curtains <input checked="" type="checkbox"/> other: ceiling fans
Exclusions	
Purchaser	
Purchaser's solicitor	Phone Fax Ref Email
Price	\$
Deposit	\$ (10% of the price, unless otherwise stated)
Balance	\$
Contract Date	(if not stated, the date this contract was made)

buyer's agent

Vendor	GST AMOUNT (optional) The price includes GST of:	Witness
Purchaser	<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 margin scheme will be used in making the taxable supply NO yes in full yes to an extent
 This sale is not a taxable supply because (one or more of the following may apply) the sale is: NO yes

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

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

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

RW payment (residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of RW payment: \$

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

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

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

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

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

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

List of Documents

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

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

SPECIAL CONDITIONS

These are the special conditions to the contract for the sale of land

BETWEEN Ricky James Clifton and Amanda Ivy Clifton

(VENDOR)

AND

(PURCHASER)

PROPERTY: Lot 315 Angus Drive, Failford

1. Notice to complete

In the event of either party failing to complete this contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a notice to complete, requiring the other to complete within 14 days from the date of service of the notice, and this time period is considered reasonable by both parties. For the purpose of this contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract.

2. Death or incapacity

Notwithstanding any rule of law or equity to the contrary, should either party, or if more than one any one of them, prior to completion die or become mentally ill, as defined in the Mental Health Act, or become bankrupt, or if a company go into liquidation, then either party may rescind this contract by notice in writing forwarded to the other party and thereupon this contract shall be at an end and the provisions of clause 19 hereof shall apply.

3. Purchaser acknowledgements

The purchaser acknowledges that they are purchasing the property:

- (a) In its present condition and state of repair;
- (b) Subject to all defects latent and patent;
- (c) Subject to any infestations and dilapidation;
- (d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
- (e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

The purchaser agrees not to seek, terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

4. Late completion

In the event that completion is not effected on the nominated day due to the purchaser's default, the purchaser shall pay to the vendor on completion, in addition to the balance of the purchase price, 10% interest per annum calculated daily on the purchase price from the date nominated for completion until and including the actual day of completion, provided always that there shall be an abatement of interest during any time that the purchaser is ready, willing and able to complete and the vendor is not.

5. Agent

The purchaser warrants that they were not introduced to the vendor or the property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than the vendors agent, if any, referred to in this contract, and the purchaser agrees that they will at all times indemnify and keep indemnified the vendor from and against any claim whatsoever for commission, which may be made by any real estate agent or other person arising out of or in connection with the purchasers breach of this warranty, and it is hereby agreed and declared that this clause shall not merge in the transfer upon completion, or be extinguished by completion of this contract, and shall continue in full force, and effect, notwithstanding completion.

6. Amendments to printed form

Clause 7.1.1 is amended by replacing "5%" with 1%.

7. Foreign purchaser

The purchaser warrants:

- (a) That the purchaser is not a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975; or
- (b) That the purchaser is a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975 and that the treasurer of the Commonwealth of Australia has advised in writing that the treasurer has no objection to the acquisition of the property by the purchaser.

8. Electronic execution by the purchaser

8.1 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").

8.2 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.

8.3 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.

9. Electronic execution by the vendor

9.1 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").

9.2 The parties agree that they will not make any objection or claim any right to terminate or rescind the contract or delay the completion of this contract, due to the manner of the vendor's execution of this contract.

9.3 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.



FOLIO: 315/1240775

SEARCH DATE	TIME	EDITION NO	DATE
24/5/2019	4:00 PM	2	8/3/2019

LAND

LOT 315 IN DEPOSITED PLAN 1240775
AT FAILFORD
LOCAL GOVERNMENT AREA MID-COAST
PARISH OF TUNCURRY COUNTY OF GLOUCESTER
TITLE DIAGRAM DP1240775

FIRST SCHEDULE

RICKY JAMES CLIFTON
AMANDA IVY CLIFTON
AS JOINT TENANTS (T AP109312)

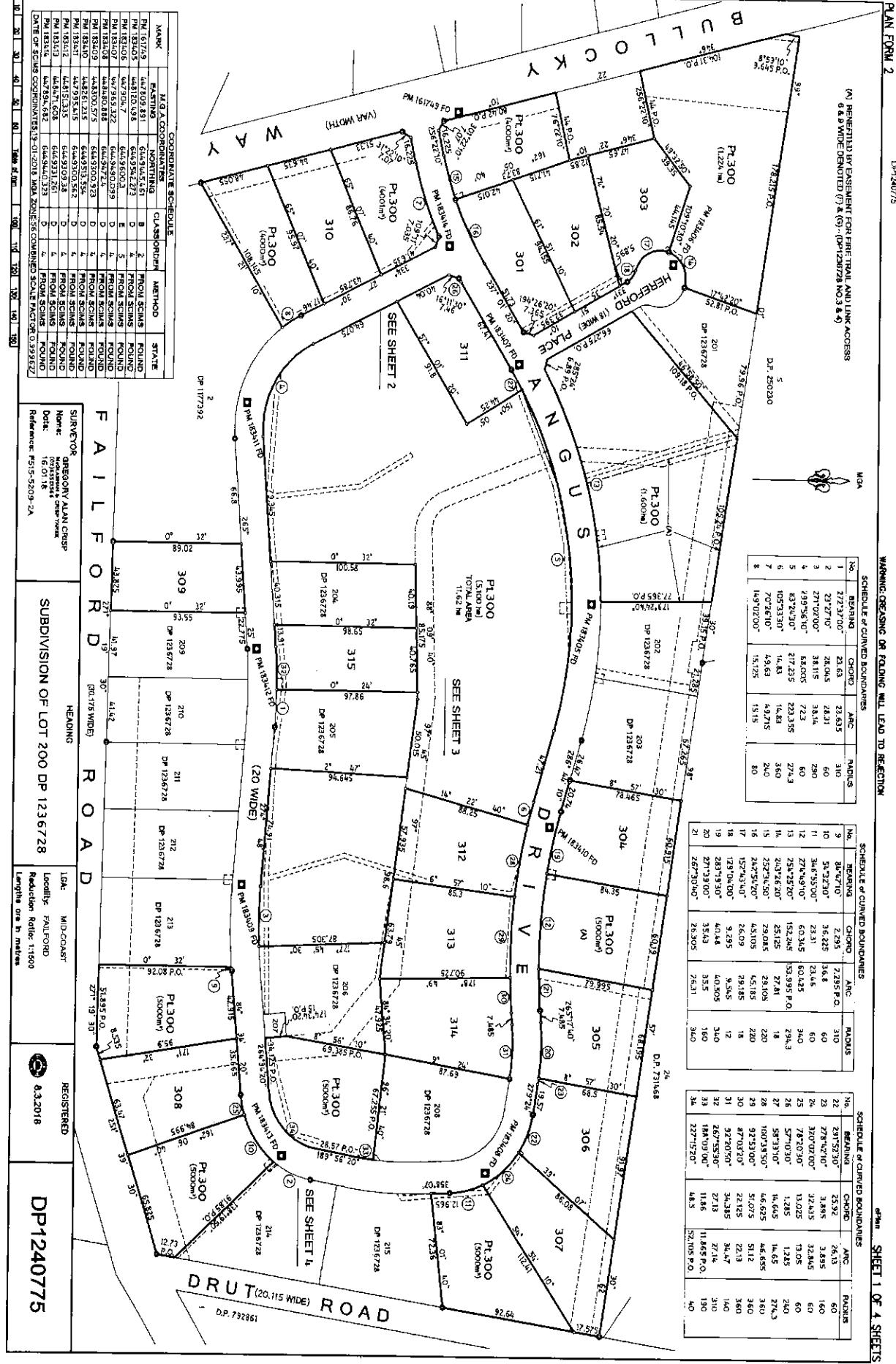
SECOND SCHEDULE (6 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
2 AG696247 PROPERTY VEGETATION PLAN FOR EXPIRY; SEE DEALING
3 DP1236728 EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION 7 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
4 DP1236728 EASEMENT FOR DRAINAGE OF SEWAGE 3 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
5 DP1236728 POSITIVE COVENANT REFERRED TO AND NUMBERED (13) IN THE S.88B INSTRUMENT
6 DP1236728 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (14) IN THE S.88B INSTRUMENT

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



COORDINATE SCHEDULE

MARK	N.G.A. COORDINATES	CLASS	NUMBER	METHOD	STATUS
PM 167735	447809.481	B	2	FROM SKIEMS	FOUND
PM 167736	447810.935	B	2	FROM SKIEMS	FOUND
PM 167737	447812.389	B	2	FROM SKIEMS	FOUND
PM 167738	447813.843	B	2	FROM SKIEMS	FOUND
PM 167739	447815.297	B	2	FROM SKIEMS	FOUND
PM 167740	447816.751	B	2	FROM SKIEMS	FOUND
PM 167741	447818.205	B	2	FROM SKIEMS	FOUND
PM 167742	447819.659	B	2	FROM SKIEMS	FOUND
PM 167743	447821.113	B	2	FROM SKIEMS	FOUND
PM 167744	447822.567	B	2	FROM SKIEMS	FOUND
PM 167745	447824.021	B	2	FROM SKIEMS	FOUND
PM 167746	447825.475	B	2	FROM SKIEMS	FOUND
PM 167747	447826.929	B	2	FROM SKIEMS	FOUND
PM 167748	447828.383	B	2	FROM SKIEMS	FOUND
PM 167749	447829.837	B	2	FROM SKIEMS	FOUND
PM 167750	447831.291	B	2	FROM SKIEMS	FOUND
PM 167751	447832.745	B	2	FROM SKIEMS	FOUND
PM 167752	447834.199	B	2	FROM SKIEMS	FOUND
PM 167753	447835.653	B	2	FROM SKIEMS	FOUND
PM 167754	447837.107	B	2	FROM SKIEMS	FOUND
PM 167755	447838.561	B	2	FROM SKIEMS	FOUND
PM 167756	447840.015	B	2	FROM SKIEMS	FOUND
PM 167757	447841.469	B	2	FROM SKIEMS	FOUND
PM 167758	447842.923	B	2	FROM SKIEMS	FOUND
PM 167759	447844.377	B	2	FROM SKIEMS	FOUND
PM 167760	447845.831	B	2	FROM SKIEMS	FOUND
PM 167761	447847.285	B	2	FROM SKIEMS	FOUND
PM 167762	447848.739	B	2	FROM SKIEMS	FOUND
PM 167763	447850.193	B	2	FROM SKIEMS	FOUND
PM 167764	447851.647	B	2	FROM SKIEMS	FOUND
PM 167765	447853.101	B	2	FROM SKIEMS	FOUND
PM 167766	447854.555	B	2	FROM SKIEMS	FOUND
PM 167767	447856.009	B	2	FROM SKIEMS	FOUND
PM 167768	447857.463	B	2	FROM SKIEMS	FOUND
PM 167769	447858.917	B	2	FROM SKIEMS	FOUND
PM 167770	447860.371	B	2	FROM SKIEMS	FOUND
PM 167771	447861.825	B	2	FROM SKIEMS	FOUND
PM 167772	447863.279	B	2	FROM SKIEMS	FOUND
PM 167773	447864.733	B	2	FROM SKIEMS	FOUND
PM 167774	447866.187	B	2	FROM SKIEMS	FOUND
PM 167775	447867.641	B	2	FROM SKIEMS	FOUND
PM 167776	447869.095	B	2	FROM SKIEMS	FOUND
PM 167777	447870.549	B	2	FROM SKIEMS	FOUND
PM 167778	447872.003	B	2	FROM SKIEMS	FOUND
PM 167779	447873.457	B	2	FROM SKIEMS	FOUND
PM 167780	447874.911	B	2	FROM SKIEMS	FOUND
PM 167781	447876.365	B	2	FROM SKIEMS	FOUND
PM 167782	447877.819	B	2	FROM SKIEMS	FOUND
PM 167783	447879.273	B	2	FROM SKIEMS	FOUND
PM 167784	447880.727	B	2	FROM SKIEMS	FOUND
PM 167785	447882.181	B	2	FROM SKIEMS	FOUND
PM 167786	447883.635	B	2	FROM SKIEMS	FOUND
PM 167787	447885.089	B	2	FROM SKIEMS	FOUND
PM 167788	447886.543	B	2	FROM SKIEMS	FOUND
PM 167789	447887.997	B	2	FROM SKIEMS	FOUND
PM 167790	447889.451	B	2	FROM SKIEMS	FOUND
PM 167791	447890.905	B	2	FROM SKIEMS	FOUND
PM 167792	447892.359	B	2	FROM SKIEMS	FOUND
PM 167793	447893.813	B	2	FROM SKIEMS	FOUND
PM 167794	447895.267	B	2	FROM SKIEMS	FOUND
PM 167795	447896.721	B	2	FROM SKIEMS	FOUND
PM 167796	447898.175	B	2	FROM SKIEMS	FOUND
PM 167797	447899.629	B	2	FROM SKIEMS	FOUND
PM 167798	447901.083	B	2	FROM SKIEMS	FOUND
PM 167799	447902.537	B	2	FROM SKIEMS	FOUND
PM 167800	447903.991	B	2	FROM SKIEMS	FOUND

SURVEYOR: BREBERRY ALAN CRISP
 NAME: BREBERRY ALAN CRISP
 DATE: 15/01/18
 Reference: F515-55009-2A

SUBDIVISION OF LOT 200 DP 1236728

LDK: MID-COAST
 Locality: FAILFORD
 Reduction: 1:11500
 Lengths: one in metres

REGISTERED
 0.3.2018
 DP1240775

SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	277.3770°	23.63	23.635	310
2	277.0770°	28.045	28.051	60
3	277.0770°	34.115	34.114	290
4	499.5610°	64.005	72.3	60
5	83.2430°	27.235	22.355	274.3
6	105.3330°	14.83	14.83	360
7	70.2610°	15.69	15.715	240
8	149.0200°	15.125	15.15	80

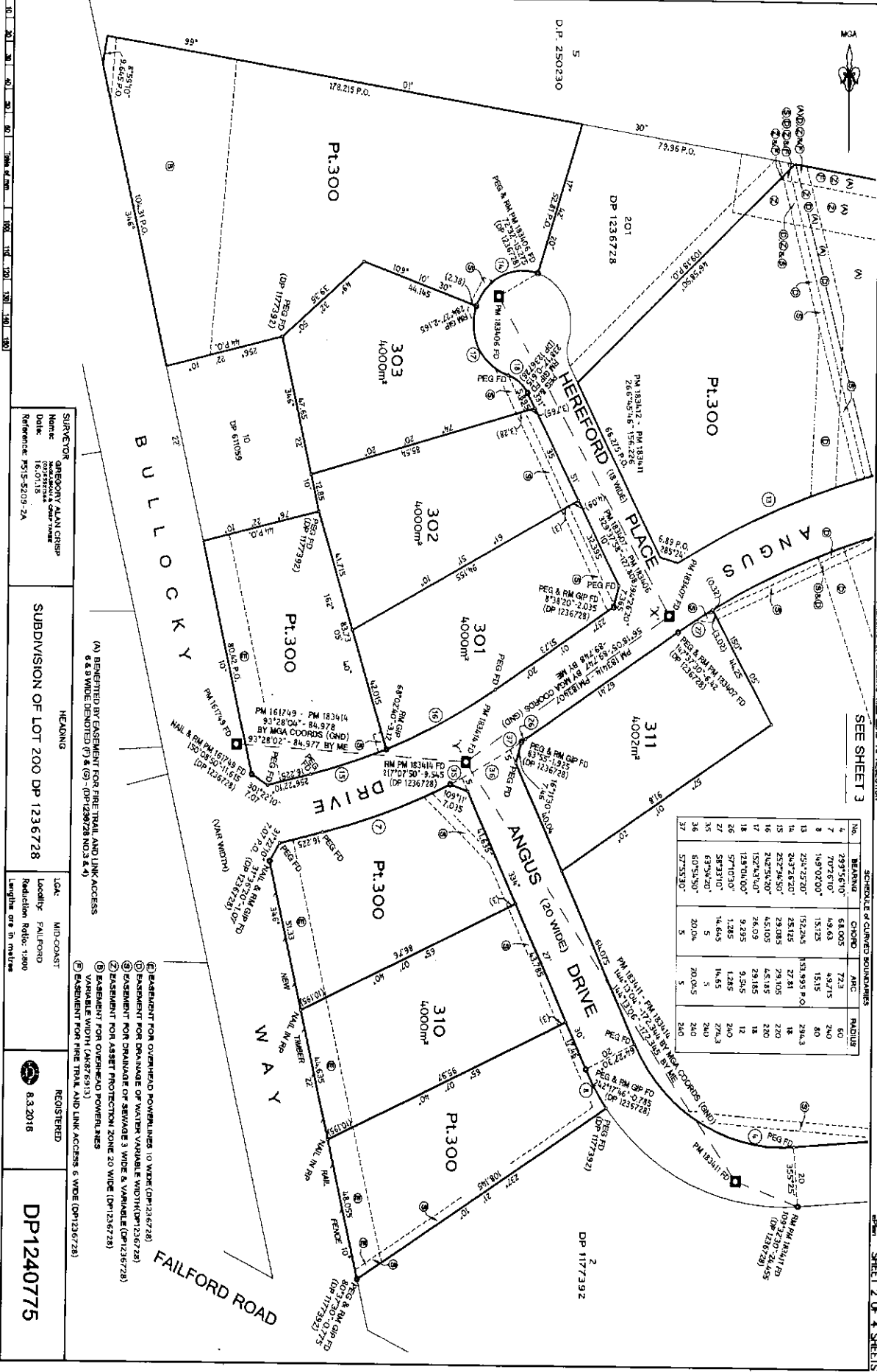
SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
9	84.4710°	2.285	2.285	310
10	54.3230°	36.225	36.8	60
11	34.6350°	23.31	23.45	360
12	276.4910°	60.345	60.425	360
13	258.7270°	152.245	152.245	294.3
14	243.7420°	25.125	27.81	18
15	252.7450°	29.045	29.045	220
16	242.5470°	43.005	45.135	18
17	152.7430°	26.09	29.485	12
18	129.1930°	9.295	9.545	360
19	287.1310°	40.44	40.705	360
20	277.3370°	35.3	35.3	160
21	267.7030°	26.305	26.31	360

SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
22	291.5370°	23.52	23.52	60
23	278.7430°	3.885	3.885	160
24	277.0770°	32.435	32.435	60
25	277.0770°	32.435	32.435	60
26	57.1030°	1.285	1.285	360
27	57.1030°	1.285	1.285	360
28	100.1830°	16.605	16.605	360
29	92.3370°	16.605	16.605	360
30	92.3370°	51.12	51.12	360
31	92.3370°	34.385	34.47	360
32	247.8390°	27.18	27.14	310
33	184.7930°	11.88	11.885	310
34	227.1520°	48.5	48.5	40

PLAN FORM 2
 DP1240775
 WARNING: CREATING OR FOLDING WILL LEAD TO DEFECTION
 SHEET 1 OF 4 SHEETS



SEE SHEET 3

SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
4	293°56'10"	54.005	7.3	60
7	70°28'10"	4.963	4.9715	240
8	149°02'00"	13.175	15.15	80
13	250°25'20"	152.245	151.995 P.O.	244.3
14	247°25'20"	28.085	29.105	230
15	252°46'50"	45.105	45.115	330
16	242°46'20"	26.09	26.185	210
17	152°43'10"	9.235	9.345	12
18	138°10'00"	1.285	1.285	240
36	57°10'00"	14.645	14.65	240
37	63°46'20"	20.04	20.045	240
38	60°54'50"	20.04	20.045	240
39	57°55'30"	5	5	240

SURVEYOR
 GREGORY ALAN CRISP
 16, 0118
 Reference: PMS-5209-2A

HEADING
 SUBDIVISION OF LOT 200 DP 1236728

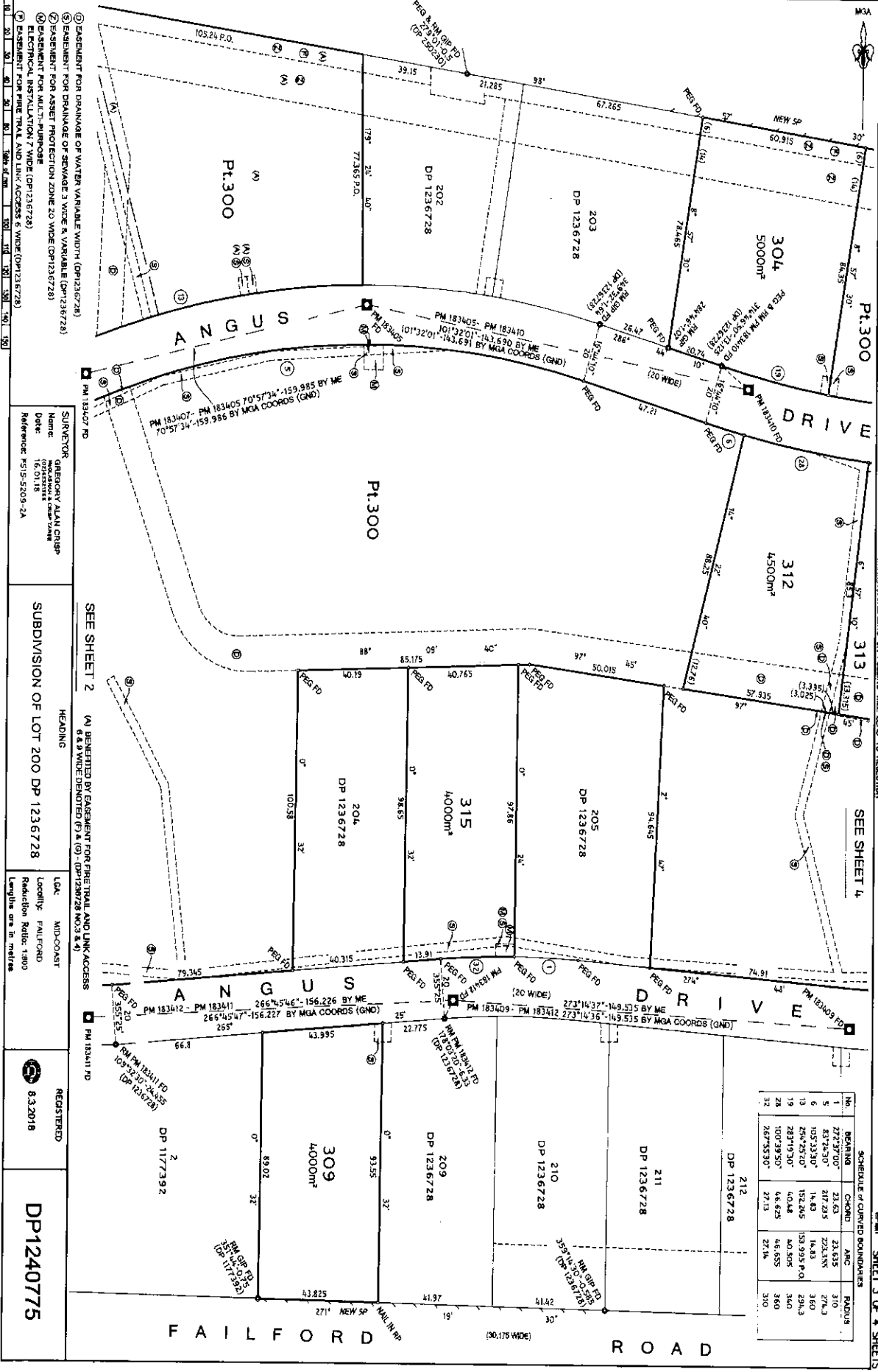
LOC. MID-COAST
 Locality: FAILFORD
 Reduction Ratio: 1:300
 Lengths are in metres

REGISTERED
 8.3.2018

DP1240775

(A) BENEFITED BY EASEMENT FOR FIRE TRAIL AND LINK ACCESS
 6.83 WIDE DENOTED (F) & (G) - (DP1236728 NOS 8 & 9)

- ① EASEMENT FOR OVERHEAD POWERLINES 10 WIDE (DP1236728)
- ② EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (DP1236728)
- ③ EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE & VARIABLE (DP1236728)
- ④ EASEMENT FOR ASSET PROTECTION ZONE 20 WIDE (DP1236728)
- ⑤ EASEMENT FOR OVERHEAD POWERLINES 10 WIDE (DP1236728)
- ⑥ EASEMENT FOR FIRE TRAIL AND LINK ACCESS 6 WIDE (DP1236728)



- ① EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (DP1236728)
- ② EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE X VARIABLE (DP1236728)
- ③ EASEMENT FOR MULTI-PURPOSE EASEMENT FOR ASSET PROTECTION ZONE 20 WIDE (DP1236728)
- ④ EASEMENT FOR MULTI-PURPOSE EASEMENT FOR ASSET PROTECTION ZONE 20 WIDE (DP1236728)
- ⑤ EASEMENT FOR MULTI-PURPOSE EASEMENT FOR ASSET PROTECTION ZONE 20 WIDE (DP1236728)
- ⑥ EASEMENT FOR MULTI-PURPOSE EASEMENT FOR ASSET PROTECTION ZONE 20 WIDE (DP1236728)
- ⑦ EASEMENT FOR MULTI-PURPOSE EASEMENT FOR ASSET PROTECTION ZONE 20 WIDE (DP1236728)
- ⑧ EASEMENT FOR MULTI-PURPOSE EASEMENT FOR ASSET PROTECTION ZONE 20 WIDE (DP1236728)

SUBRECTOR: GREGORY ALAN CRISP
 Name: GREGORY ALAN CRISP
 Date: 16.01.18
 Reference: K519-5209-2A

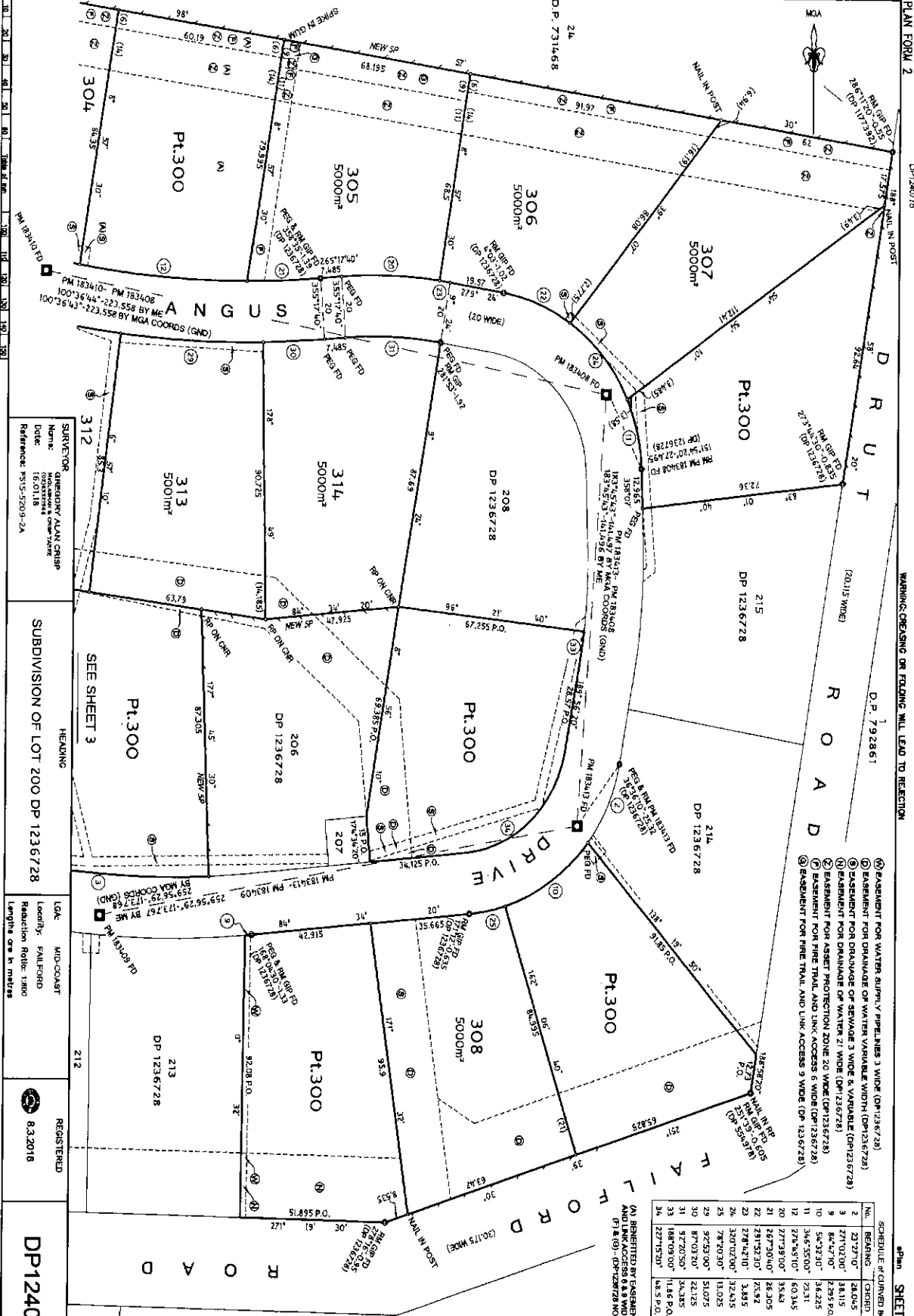
SEE SHEET 2
 SUBDIVISION OF LOT 200 DP 1236728

LCM: MID-COAST
 Locality: FAIRFORD
 Reduction Ratio: 1:300
 Lengths are in metres

REGISTERED
 8.3.2018

DP1240775

No.	BEARING	CHORD	ARC	RADIUS
1	277°37'00"	23.63	23.63	310
2	83°12'50"	217.23	225.35	270.3
3	262°23'10"	14.83	14.83	360
4	287°19'30"	152.48	153.99	293.3
5	100°29'30"	46.67	46.67	360
6	267°53'30"	27.13	27.13	310



PLAN FORM 2
 DP1240775
 WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION
 SHEET 4 OF 4 SHEETS

- ① EASEMENT FOR WATER SUPPLY PIPELINES 3 WIDE (DP 1236728)
- ② EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (DP 1236728)
- ③ EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE & VARIABLE (DP 1236728)
- ④ EASEMENT FOR DRAINAGE OF WATER 21 WIDE (DP 1236728)
- ⑤ EASEMENT FOR ASSET PROTECTION ZONE 20 WIDE (DP 1236728)
- ⑥ EASEMENT FOR FIRE TRAIL AND LINK ACCESS 6 WIDE (DP 1236728)
- ⑦ EASEMENT FOR FIRE TRAIL AND LINK ACCESS 9 WIDE (DP 1236728)

SCHEDULE OF CURVED BOUNDARIES

NO.	BEARING	CHORD	ARC	RADIUS
2	23°22'10"	28.05	28.31	60
3	271°02'00"	38.115	38.116	290
8	84°42'10"	2.295	2.295	310
10	54°32'30"	34.225	34.2	60
11	345°35'00"	20.311	22.946	60
12	274°46'10"	60.345	60.025	340
20	277°39'00"	35.849	35.5	160
21	267°30'40"	28.205	26.31	340
22	231°52'30"	75.92	2.695	160
23	274°42'10"	3.895	2.619	340
24	320°02'00"	32.435	32.845	60
25	78°20'30"	13.025	13.025	60
29	92°23'00"	15.075	15.12	360
30	87°03'20"	22.125	22.13	360
31	87°20'50"	34.385	34.67	160
33	188°09'00"	11.62	11.65	170
34	227°15'20"	14.57	12.105	60

(A) BENEFITTED BY EASEMENT FOR FIRE TRAIL AND LINK ACCESS 6 & 9 WIDE DEDICATED (P) & (O) - (DP 1236728 NOS 3 & 4)



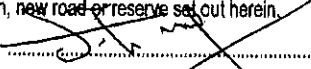
SURVEYOR: GREGORY ALAN CRISP
 NAME: GREGORY ALAN CRISP
 DATE: 15/01/18
 REFERENCE: FS15-5208-24


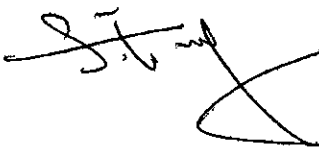
HEADING: SUBDIVISION OF LOT 200 DP 1236728




SCALE: MID-COAST
 LOCATION: PALFORD
 REDUCTION RATIO: 1:800
 LENGTHS ARE IN METRES

REGISTERED
 8.3.2018

DP1240775

PLAN FORM 6 (2017)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 3 sheet(s)	
Registered:  8.3.2018			Office Use Only		
Title System: TORRENS			DP1240775		
PLAN OF SUBDIVISION OF LOT 200 DP1236728			LGA: MID-COAST Locality: FAILFORD Parish: TUNCURRY County: GLOUCESTER		
Survey Certificate I, GREGORY ALAN CRISP of McGLASHAN AND CRISP PTY LTD, PO BOX 139, TAREE a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on *(b) The part of the land shown in the plan (being Part Lot 300 and Lots 301 to 315 inclusive) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , the part surveyed is accurate and the survey was completed on, 16 January 2018. The part not surveyed was compiled in accordance with that Regulation, or *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> . Datum Line: 'X'-'Y' Type: *Urban/*Rural The terrain is *Level-Undulating /*Steep Mountainous. Signature:  Dated: 16/1/18 Surveyor Identification No: 882 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.			Crown Lands NSW/Western Lands Office Approval I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office:		
Plans used in the preparation of survey/compilation. DP1236728 DP1177392 DP250230 DP554978			Subdivision Certificate I, <u>Steve Embry</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein . Signature:  Accreditation number: Consent Authority: <u>Mid-Coast Council</u> Date of endorsement: <u>23 February 2018</u> Subdivision Certificate number: <u>20/2018</u> File number: <u>OA 40/2011</u> *Strike through if inapplicable.		
Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.			Surveyor's Reference: F515-5209-2A		
Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A					

PLAN FORM 6A (2017)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 2 of 3 sheet(s)
Office Use Only		Office Use Only		
Registered:  8.3.2018		<h1>DP1240775</h1>		
PLAN OF SUBDIVISION OF LOT 200 DP1236728		This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> Signatures and seals- see 195D <i>Conveyancing Act 1919</i> Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. 		
Subdivision Certificate number: <u>20/2018</u> Date of Endorsement: <u>23 February 2018</u>				
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED AND IN TERMS OF THE ACCOMPANYING INSTRUMENT IT IS INTENDED TO CREATE:				
1. Restriction on the Use of Land 2. Positive Covenant 3. Restriction on the Use of Land				
				
Lot No.	Street number	Street name	Street type	Locality
300	N/A	Angus/Hereford	Place/Drive	Fairford
301	N/A	Hereford	Place	Fairford
302	N/A	Hereford	Place	Fairford
303	N/A	Hereford	Place	Fairford
304	N/A	Angus	Drive	Fairford
305	N/A	Angus	Drive	Fairford
306	N/A	Angus	Drive	Fairford
307	N/A	Angus	Drive	Fairford
308	N/A	Angus	Drive	Fairford
309	N/A	Angus	Drive	Fairford
310	N/A	Angus	Drive	Fairford
311	N/A	Angus	Drive	Fairford
312	N/A	Angus	Drive	Fairford
313	N/A	Angus	Drive	Fairford
314	N/A	Angus	Drive	Fairford
315	N/A	Angus	Drive	Fairford
If space is insufficient use additional annexure sheet				
Surveyor's Reference: F515-5209-2A				

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 3 of 3 sheet(s)	
Office Use Only Registered:  8.3.2018	Office Use Only <h1 style="margin: 0;">DP1240775</h1>
PLAN OF SUBDIVISION OF LOT 200 DP1236728	
Subdivision Certificate number: 20/2018 Date of Endorsement: 23 February 2018	This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> • A schedule of lots and addresses - See 60(c) SSI Regulation 2017 • Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 • Signatures and seals- see 195D Conveyancing Act 1919 • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
Executed by HOZCOLE PTY LIMITED ACN 161 842 066 by:	
 Director	 Secretary
Name JOHN RICHARD HOSWELL	Name STEPHEN FRANCIS COLEMAN
If space is insufficient use additional annexure sheet	
Surveyor's Reference: F515-5209-2A	

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

(Sheet 1 of 3 sheets)

Plan: **DP1240775**

Plan of Subdivision of
Lot 200 in DP1236728 covered by
Subdivision Certificate No 29/2018
Dated: 23 February 2018

Full name and address of
Proprietor of land:

Hozcole Pty Ltd,
PO Box 137
DOUBLE BAY NSW 1360

Part 1 (Creation)

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



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

(Sheet 2 of 3 sheets)

Plan: **DP1240775**

Plan of Subdivision of
Lot 200 in DP1236728 covered by
Subdivision Certificate No 2012018
Dated: 23 February 2018

PART 2

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

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

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

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

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

No vehicular access to Failford Road is permitted.

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

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

Mid-Coast Council




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

(Sheet 3 of 3 sheets)

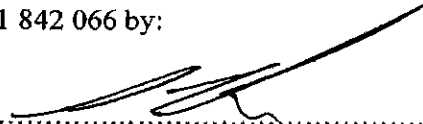
Plan: DP1240775

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

Executed by HOZCOLE PTY LIMITED ACN 161 842 066 by:


.....
Director

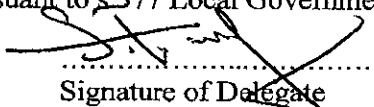
JOHN R. HOSWELL
.....
Name JOHN RICHARD HOSWELL


.....
Secretary

S. COLEMAN
.....
Name STEPHEN FRANCIS COLEMAN

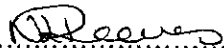
Mid-Coast Council by its authorised delegate pursuant to s377 Local Government Act 1993

Steve Embry
.....
Name of Delegate


.....
Signature of Delegate

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

Naomi Leanne Reeves
.....
Full Name of Witness


.....
Signature of Witness

c/- MidCoast Council, PO Box 450, Forster NSW 2428
.....
Address of Witness

REGISTERED  8.3.2018

**PROPERTY
 VEGETATION
 PLAN**



AG696247A

New South Wales
 Section 31
 Native Vegetation Act 2003

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

(A) **TORRENS TITLE**

11//611059, 2//1156874,

(B) **LODGED BY**

Document Collection Box	Hunter-Central Rivers Catchment Management Authority Private Bag 2010 Paterson NSW 2421	CODE
lv	Reference:	VP

(C) **REGISTERED PROPRIETOR**

TELPOJ PTY LTD

(D) **APPLICANT**

Hunter-Central Rivers Catchment Management Authority

(E) **AGREEMENT**

Property Vegetation Plan dated 30/11/2011	Abstract annexed hereto and marked ANNEXURE A
--	--

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

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

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

DATE 30/11/2011

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

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

(F) **Signature of witness:**

[Handwritten Signature]

Name of witness:

GLENN LYONS

Signature of authorised officer:

[Handwritten Signature: Fiona Marshall]

Name of authorised officer:

FIONA MARSHALL

Position of authorised officer:

GENERAL MANAGER



Catchment Management Authorities
New South Wales

Annexure A

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

The Hunter-Central Rivers Catchment Management Authority has granted Property Vegetation Plan PRP 00145 on the following property;

**Bullocks Run
Drut And Failford Road**

FAILFORD NSW 2430

Described as

Lot	DP	LGA	Parish	County
11	611059	GREAT LAKES	TUNCURRY	GLOUCESTER
2	1156874	GREAT LAKES	TUNCURRY	GLOUCESTER

The Property Vegetation Plan:

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

The Property Vegetation Plan commences on:

The Property Vegetation Plan ends on: **"IN PERPETUITY"**

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

Stephen Coleman, Director

Telpoj Pty Ltd

Signature

Date

[Signature]
25-11-2011

Ethel Alice Coleman, Director/Secretary

Telpoj Pty Ltd

Signature

Date

[Signature]
25/11-2011

Fiona Marshall

General Manager of the Hunter-Central Rivers Catchment Management Authority

Delegate of the Minister for Climate Change and the Environment

Signature

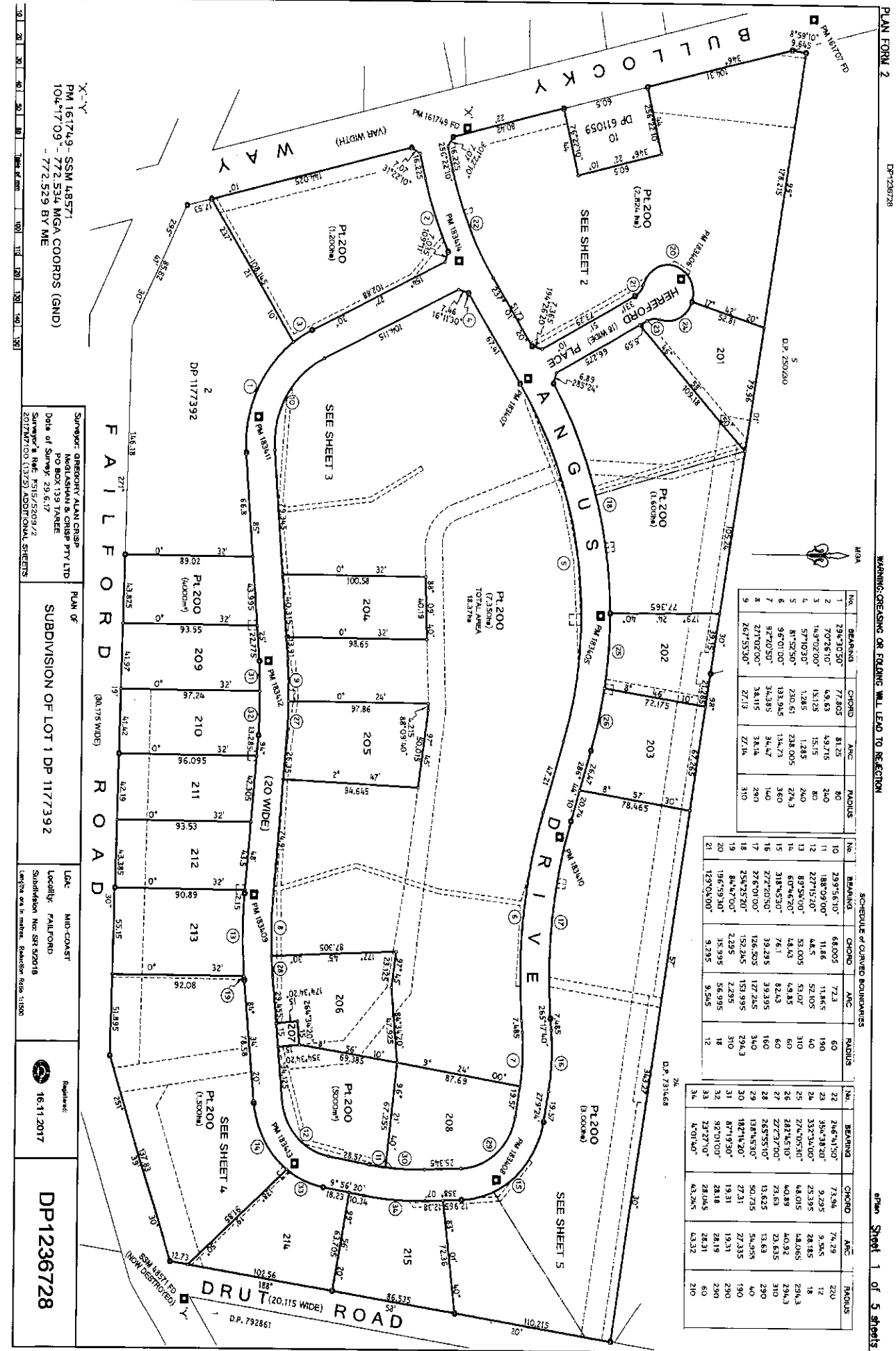
Date

[Signature]
30/11/2011

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

N/A

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



X-Y
 PM 161749 - SSM 48571
 106°17'09" - 772.534 MGA COORDS (GND)
 - 772.529 BY ME

Surveyor: GREGORY ALAN CRISP
 PO BOX 133 TAREE
 Date of Survey: 29.6.17
 Surveyor's Ref: 8515/2509/2
 2017/2100 (1372) ADDITIONAL SHEETS

PLAN OF
 SUBDIVISION OF LOT 1 DP 1177392

LGK: MID COAST
 Locality: FAILLORD
 Subdivision No: SR 920/18
 Section: see in mirror. Revision Date: 11/80

16/11/2017

DP1236728

No.	BEARING	CHORD	ARC	RADIUS
1	298°30'50"	77.803	81.25	80
2	70°26'10"	49.63	49.715	240
3	149°02'00"	151.25	151.15	80
4	57°10'30"	1.285	1.285	240
5	81°52'50"	230.61	238.005	274.3
6	96°01'00"	134.73	340	140
7	92°02'50"	34.385	34.47	290
8	277°02'00"	34.115	27.14	310
9	267°55'30"	27.13		

No.	BEARING	CHORD	ARC	RADIUS
10	239°56'10"	68.005	72.3	60
11	188°09'00"	11.86	11.865	190
12	227°15'20"	4.85	52.105	40
13	89°56'00"	53.005	53.005	310
14	60°46'20"	44.43	4.835	60
15	318°45'30"	7.61	82.43	60
16	277°20'50"	39.295	39.395	160
17	277°02'00"	126.205	127.245	340
18	256°25'20"	152.245	153.995	294.3
19	84°42'00"	2.295	56.995	310
20	116°59'30"	35.995	56.995	19
21	129°04'00"	9.295	5.505	12

No.	BEARING	CHORD	ARC	RADIUS
22	246°41'50"	73.94	74.29	220
23	354°38'30"	9.295	9.505	12
24	332°34'00"	25.395	26.185	18
25	227°05'30"	4.815	4.815	294.3
26	281°15'10"	40.89	40.92	310
27	227°27'00"	23.63	23.635	310
28	265°55'10"	13.625	13.63	290
29	182°14'20"	54.955	54.955	40
30	182°14'20"	72.31	72.31	290
31	82°01'00"	19.31	19.31	290
32	32°22'10"	28.045	28.19	290
33	32°22'10"	47.245	47.332	210
34	N 01°40'			

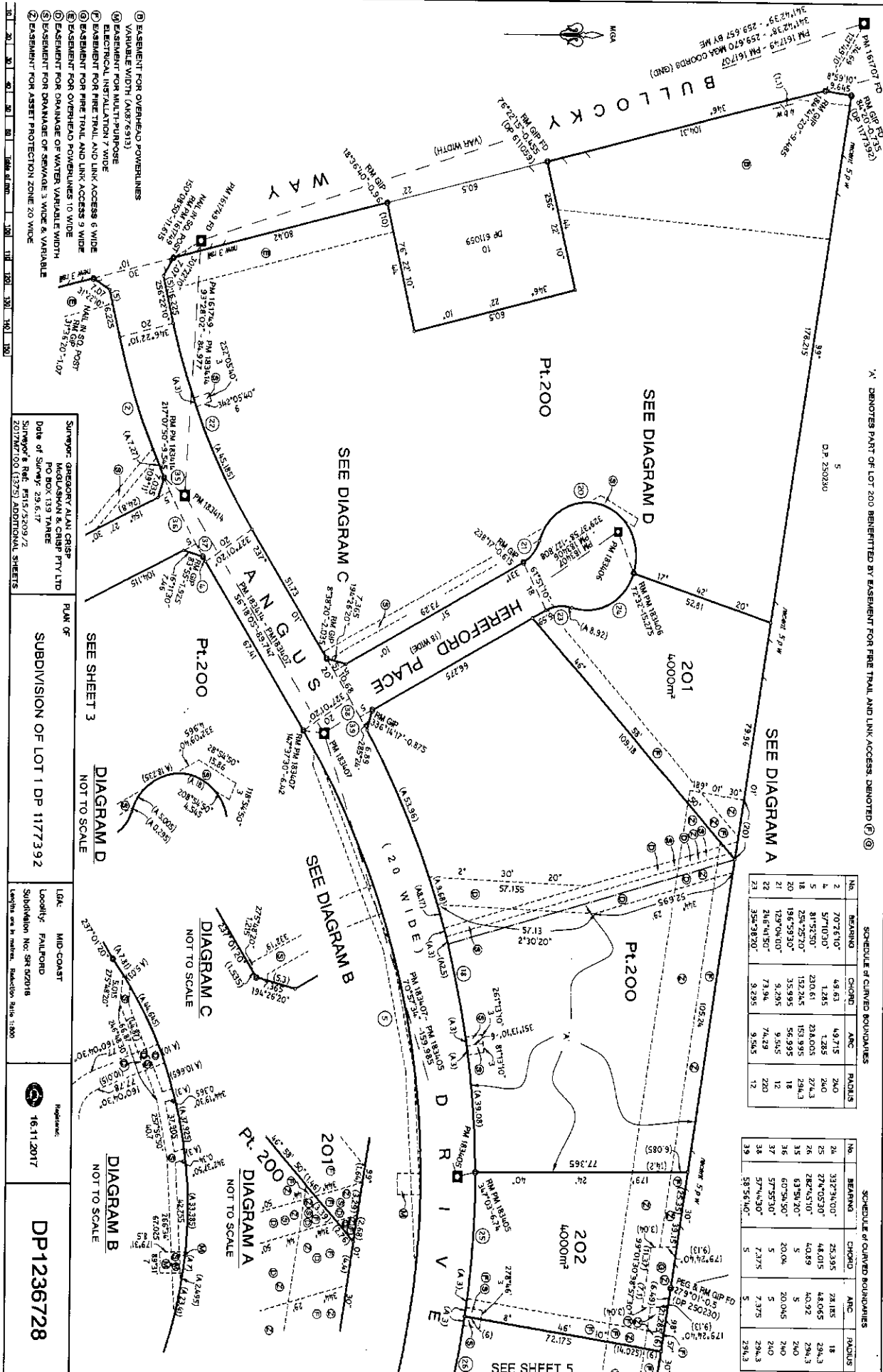
PLAN FORM 2
 DP1236728
 WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION
 Span Sheet 1 of 5 sheets

PLAN FORM 2

DP-1236728

WARNING: OCEASING OR FOLDING WILL LEAD TO REJECTION

Open Sheet 2 of 5 sheets



X DENOTES PART OF LOT 200 BENEFITED BY EASEMENT FOR FIRE TRAIL AND LINK ACCESS, DENOTED ⑤

SCHEDULE OF CURVED BOUNDARIES

NO	BEARING	CHORD	ARC	RADIUS
1	70°7'10"	49.63	1.285	240
2	57°10'30"	230.61	234.005	274.3
3	81°52'50"	230.61	153.995	294.3
4	25°25'20"	152.245	95.995	18
5	196°59'30"	9.295	74.29	220
6	129°04'00"	73.94	9.295	12
7	216°41'50"	9.295	74.29	220
8	354°38'20"	9.295	74.29	220

SCHEDULE OF CURVED BOUNDARIES

NO	BEARING	CHORD	ARC	RADIUS
9	337°34'00"	25.395	24.185	18
10	274°03'20"	44.015	46.085	294.3
11	282°43'20"	40.89	40.92	294.3
12	53°54'20"	5	5	240
13	60°54'50"	20.04	20.045	240
14	57°55'30"	5	5	240
15	57°44'30"	7.375	7.375	294.3
16	58°56'40"	5	5	294.3

- ① EASEMENT FOR OVERHEAD POWERLINES
- ② VARIABLE WIDTH (A&B 7.613)
- ③ EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION 7 WIDE
- ④ EASEMENT FOR FIRE TRAIL AND LINK ACCESS 6 WIDE
- ⑤ EASEMENT FOR FIRE TRAIL AND LINK ACCESS 9 WIDE
- ⑥ EASEMENT FOR OVERHEAD POWERLINES 10 WIDE
- ⑦ EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH
- ⑧ EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE & VARIABLE
- ⑨ EASEMENT FOR ASSET PROTECTION ZONE 20 WIDE

Surveyor: GREGORY ALAN CRISP
 MAGLASHAN & CRISP PTY LTD
 PO BOX 139 TARPE
 Date of Survey: 28.6.17
 Surveyor's Ref: 2515/5209/2
 Surveyor's Ref: 13275/ADDITIONAL SHEETS

PLAN OF SUBDIVISION OF LOT 1 DP 1177392
 SEE SHEET 3

L&L: MID-COAST
 Locality: PALFORD
 Subdivision No: SR 022018
 Lengths are in metres. Revision Date: 11/00

16.11.2017

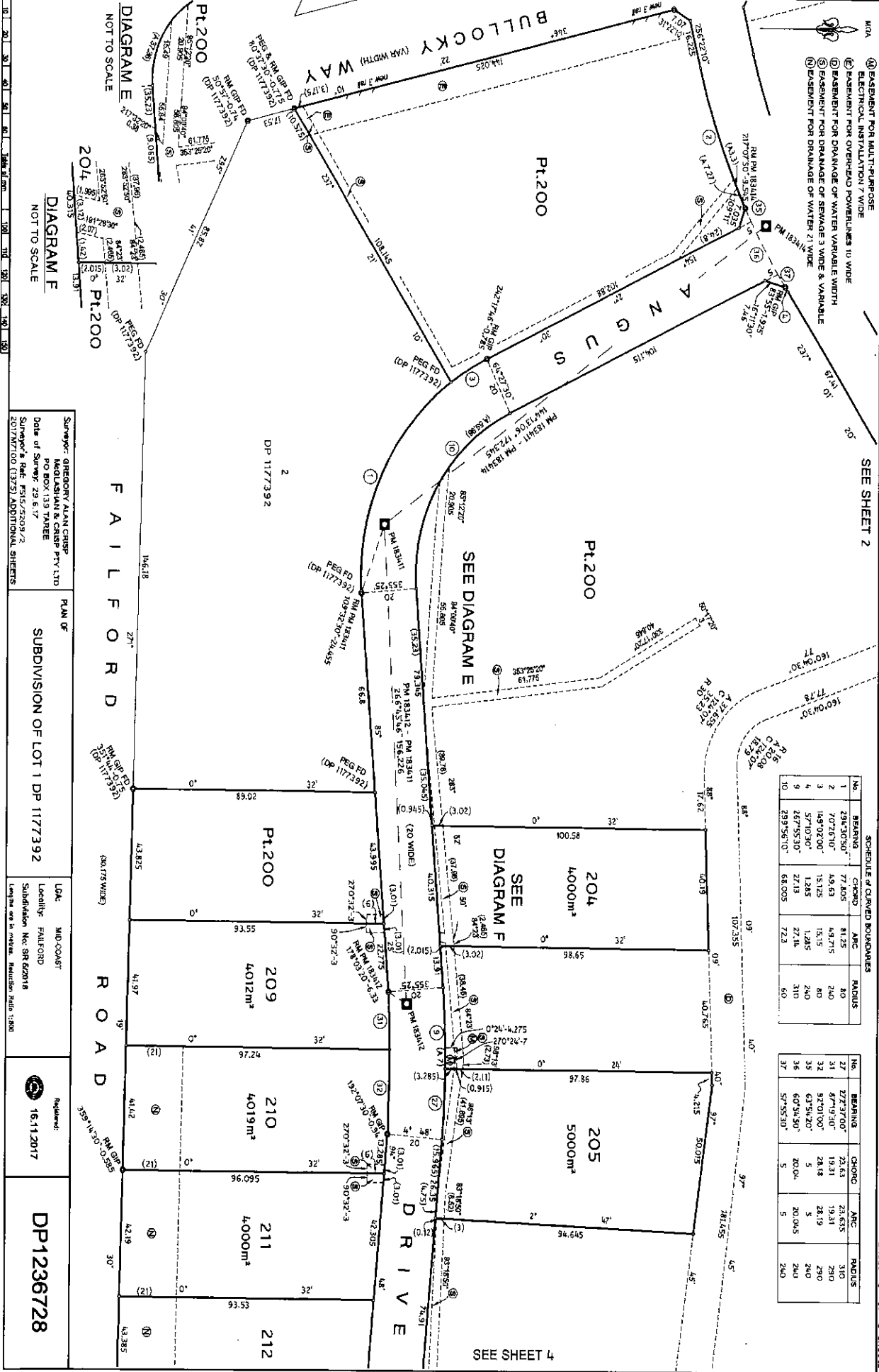
DP1236728

PLAN FORM 2

DP1236728

WARNING:CREASING OR FOLDING WILL LEAD TO REJECTION

Plan Sheet 3 of 5 sheets



SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	294°30'50"	77.805	81.25	80
2	70°16'00"	4.963	4.9715	240
3	149°02'00"	15.125	15.15	80
4	57°03'00"	12.85	12.85	240
5	267°55'30"	27.18	27.18	310
6	239°56'10"	68.005	72.3	60

No.	BEARING	CHORD	ARC	RADIUS
27	272°37'00"	23.63	23.635	310
31	87°19'30"	19.31	19.31	290
32	97°01'00"	28.18	28.19	290
35	67°54'20"	5	5	240
36	67°54'30"	20.045	20.045	240
37	57°55'30"	5	5	240

Surveyor: GREGORY ALAN CRISP
 MGLASHIAN & CRISP PTY LTD
 PO BOX 139 TAREE
 Date of Survey: 29.6.17
 Surveyor's Ref: 7515/2509/2
 2017/MT/00 (1375) ADDITIONAL SHEETS

PLAN OF
 SUBDIVISION OF LOT 1 DP 1177392

LGA: MIDCOAST
 Locality: FAIRFORD
 Subdivision No: SR 62018
 Length and in meters. Reduction Ratio: 1:300

Registered:
 16.11.2017

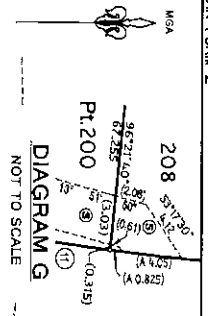
DP1236728

PLAN FORM 2

DP1236728

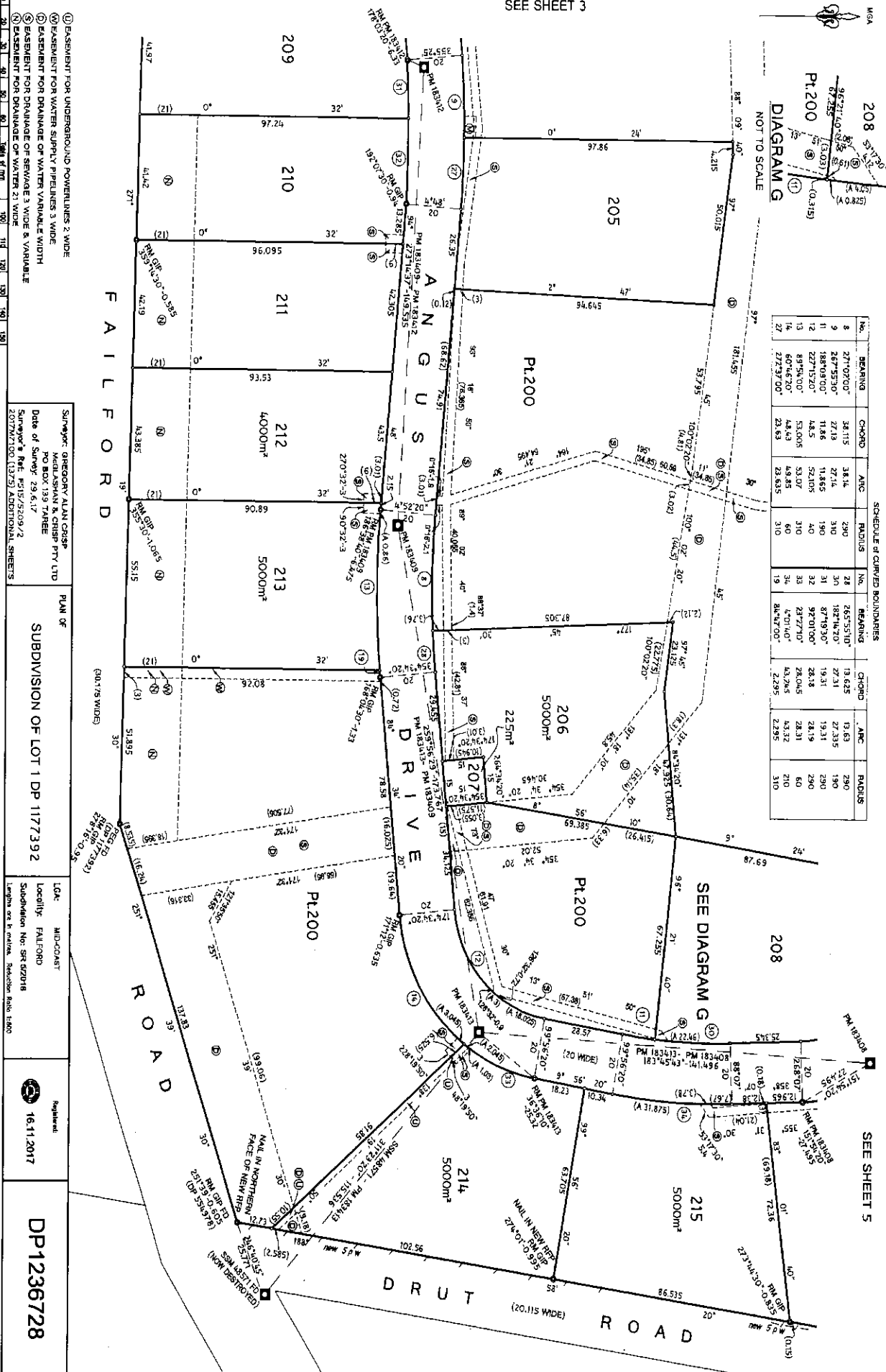
WARNING:CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 4 of 5 sheets



SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS	No.	BEARING	CHORD	ARC	RADIUS
1	271°02'00"	34.115	38.14	290	26	265°55'10"	13.625	19.63	290
2	287°39'30"	27.19	27.14	190	27	182°14'20"	27.21	27.235	190
3	288°03'00"	14.86	14.86	190	28	87°19'30"	19.31	19.31	290
4	271°19'20"	16.25	16.25	4.0	29	92°01'00"	28.18	28.19	290
5	67°34'00"	53.07	53.07	310	30	27°27'10"	28.045	28.31	290
6	271°29'20"	34.63	34.63	310	31	4°01'40"	43.32	43.32	210
7	272°39'00"	22.935	22.935	310	32	84°37'00"	22.295	22.295	310



- ① EASEMENT FOR UNDERGROUND POWERLINES 2 WIDE
- ② EASEMENT FOR WATER SUPPLY PIPELINES 3 WIDE
- ③ EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH
- ④ EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE & VARIABLE
- ⑤ EASEMENT FOR DRAINAGE OF WATER 21 WIDE

SURVYOR: GREGORY ALAN CRISP
 MEGALSHAN & CRISP PTY LTD
 PO BOX 139 TAMBIE
 Date of Survey: 29.6.17
 SURVYOR'S REF: P519/2529/2
 2017/24/100 (12/2) ADDITIONAL SHEETS

PLAN OF
 SUBDIVISION OF LOT 1 DP 1177392

LOC: MID-COAST
 Locality: FAIRFORD
 Subdivision No: SR 922018
 Length over R. centre: Theoretical Road Edge

Registered
 16.11.2017

DP1236728

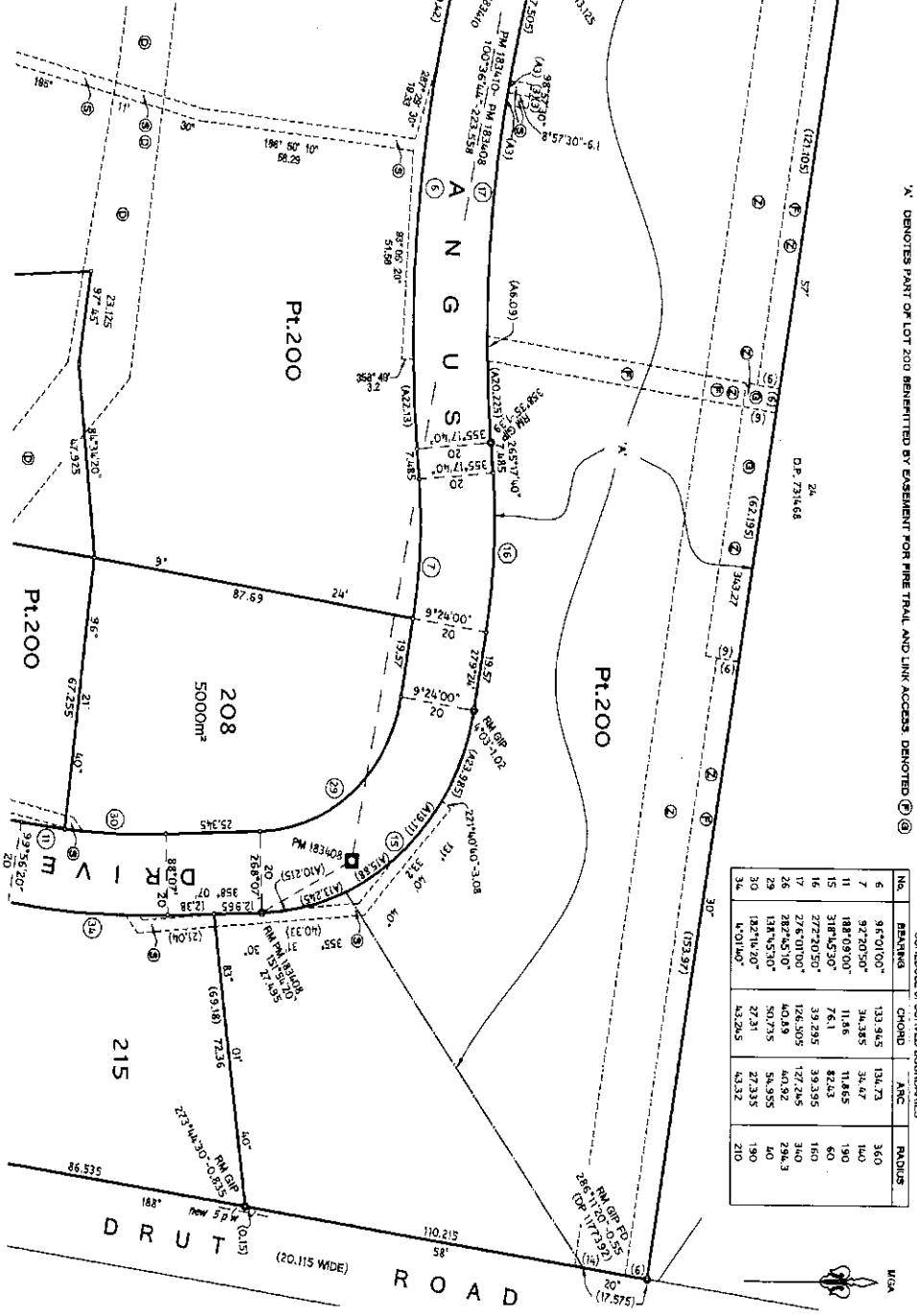
PLAN FORM 2
 DP1236728

WARNING:CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 5 of 5 sheets

MARK	M.B.A. COORDINATES (E, N, U, V) & G.I.D.	CLASSIFIER	METHOD	ORIGIN
P.M. 161748	447 408.881	B	2	SCINS
P.M. 161749	448 585.257	A	1	SCINS
P.M. 161750	447 726.432	B	1	SCINS
P.M. 163405	448 120.405	B	2	SCINS
P.M. 163406	447 904.782	B	2	SCINS
P.M. 163407	448 444.000	B	2	SCINS
P.M. 163408	448 603.824	B	2	SCINS
P.M. 163409	448 300.671	B	2	SCINS
P.M. 163410	448 281.252	B	2	SCINS
P.M. 163411	447 292.415	B	2	SCINS
P.M. 163412	448 151.382	B	2	SCINS
P.M. 163413	448 300.381	B	2	SCINS
P.M. 163414	448 151.382	B	2	SCINS
P.M. 163415	447 904.782	B	2	SCINS
P.M. 163416	448 444.000	B	2	SCINS
P.M. 163417	448 603.824	B	2	SCINS
P.M. 163418	448 300.671	B	2	SCINS
P.M. 163419	448 281.252	B	2	SCINS
P.M. 163420	447 292.415	B	2	SCINS
P.M. 163421	448 151.382	B	2	SCINS
P.M. 163422	448 300.381	B	2	SCINS
P.M. 163423	448 151.382	B	2	SCINS
P.M. 163424	447 904.782	B	2	SCINS
P.M. 163425	448 444.000	B	2	SCINS
P.M. 163426	448 603.824	B	2	SCINS
P.M. 163427	448 300.671	B	2	SCINS
P.M. 163428	448 281.252	B	2	SCINS
P.M. 163429	447 292.415	B	2	SCINS
P.M. 163430	448 151.382	B	2	SCINS
P.M. 163431	448 300.381	B	2	SCINS
P.M. 163432	448 151.382	B	2	SCINS
P.M. 163433	447 904.782	B	2	SCINS
P.M. 163434	448 444.000	B	2	SCINS
P.M. 163435	448 603.824	B	2	SCINS
P.M. 163436	448 300.671	B	2	SCINS
P.M. 163437	448 281.252	B	2	SCINS
P.M. 163438	447 292.415	B	2	SCINS
P.M. 163439	448 151.382	B	2	SCINS
P.M. 163440	448 300.381	B	2	SCINS
P.M. 163441	448 151.382	B	2	SCINS
P.M. 163442	447 904.782	B	2	SCINS
P.M. 163443	448 444.000	B	2	SCINS
P.M. 163444	448 603.824	B	2	SCINS
P.M. 163445	448 300.671	B	2	SCINS
P.M. 163446	448 281.252	B	2	SCINS
P.M. 163447	447 292.415	B	2	SCINS
P.M. 163448	448 151.382	B	2	SCINS
P.M. 163449	448 300.381	B	2	SCINS
P.M. 163450	448 151.382	B	2	SCINS
P.M. 163451	447 904.782	B	2	SCINS
P.M. 163452	448 444.000	B	2	SCINS
P.M. 163453	448 603.824	B	2	SCINS
P.M. 163454	448 300.671	B	2	SCINS
P.M. 163455	448 281.252	B	2	SCINS
P.M. 163456	447 292.415	B	2	SCINS
P.M. 163457	448 151.382	B	2	SCINS
P.M. 163458	448 300.381	B	2	SCINS
P.M. 163459	448 151.382	B	2	SCINS
P.M. 163460	447 904.782	B	2	SCINS
P.M. 163461	448 444.000	B	2	SCINS
P.M. 163462	448 603.824	B	2	SCINS
P.M. 163463	448 300.671	B	2	SCINS
P.M. 163464	448 281.252	B	2	SCINS
P.M. 163465	447 292.415	B	2	SCINS
P.M. 163466	448 151.382	B	2	SCINS
P.M. 163467	448 300.381	B	2	SCINS
P.M. 163468	448 151.382	B	2	SCINS
P.M. 163469	447 904.782	B	2	SCINS
P.M. 163470	448 444.000	B	2	SCINS
P.M. 163471	448 603.824	B	2	SCINS
P.M. 163472	448 300.671	B	2	SCINS
P.M. 163473	448 281.252	B	2	SCINS
P.M. 163474	447 292.415	B	2	SCINS
P.M. 163475	448 151.382	B	2	SCINS
P.M. 163476	448 300.381	B	2	SCINS
P.M. 163477	448 151.382	B	2	SCINS
P.M. 163478	447 904.782	B	2	SCINS
P.M. 163479	448 444.000	B	2	SCINS
P.M. 163480	448 603.824	B	2	SCINS
P.M. 163481	448 300.671	B	2	SCINS
P.M. 163482	448 281.252	B	2	SCINS
P.M. 163483	447 292.415	B	2	SCINS
P.M. 163484	448 151.382	B	2	SCINS
P.M. 163485	448 300.381	B	2	SCINS
P.M. 163486	448 151.382	B	2	SCINS
P.M. 163487	447 904.782	B	2	SCINS
P.M. 163488	448 444.000	B	2	SCINS
P.M. 163489	448 603.824	B	2	SCINS
P.M. 163490	448 300.671	B	2	SCINS
P.M. 163491	448 281.252	B	2	SCINS
P.M. 163492	447 292.415	B	2	SCINS
P.M. 163493	448 151.382	B	2	SCINS
P.M. 163494	448 300.381	B	2	SCINS
P.M. 163495	448 151.382	B	2	SCINS
P.M. 163496	447 904.782	B	2	SCINS
P.M. 163497	448 444.000	B	2	SCINS
P.M. 163498	448 603.824	B	2	SCINS
P.M. 163499	448 300.671	B	2	SCINS
P.M. 163500	448 281.252	B	2	SCINS

COMBINED SCALE FACTOR 0.9995628 ZONE 5S
 SOURCE S.C.I.M.S. DATED 18TH AUGUST 2017



- ① EASEMENT FOR FIRE TRAIL AND LINK ACCESS 6 WIDE
- ② EASEMENT FOR FIRE TRAIL AND LINK ACCESS 9 WIDE
- ③ EASEMENT FOR ASSET PROTECTION ZONE 2.0 WIDE
- ④ EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH
- ⑤ EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE & VARIABLE

Surveyor: GREGORY ALAN CRISP
 MOULASHIAN & CRISP PTY LTD
 PO BOX 139 THREE
 Date of Survey: 29.6.17
 Surveyor's Ref: F515/55209/2
 2017MAY100 (1295) ADDITIONAL SHEETS

PLAN OF
 SUBDIVISION OF LOT 1 DP 1177392

Loc: MID-COAST
 Land: FAULFORD
 Subdivision No: SR 020718
 Length of 1 metre, Australian Rules 1:800

16.11.2017

DP1236728


PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 4 sheet(s)

<p>Registered:  16.11.2017</p> <p>Title System: TORRENS</p> <p>Purpose: SUBDIVISION</p>	<p>Office Use Only</p> <p>Office Use Only</p> <p>DP1236728</p>
<p>PLAN OF SUBDIVISION OF LOT 1 DP1177392</p>	<p>LGA: MID-COAST</p> <p>Locality: FAILFORD</p> <p>Parish: TUNCURRY</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, GREGORY ALAN CRISP of McGLASHAN & CRISP PTY LTD PO BOX139 TAREE..... a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on 29/6/2017</p> <p>*(b) The part of the land shown in the plan (being lots.....) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on, 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 <i>Surveying and Spatial Information Regulation 2012</i>.</p> <p>Signature: <i>Gregory Crisp</i> Dated: <i>29/6/17</i></p> <p>Surveyor ID: 882.....</p> <p>Datum Line: 'X'-Y'</p> <p>Type: Urban</p> <p>The terrain is Level</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, <i>JOHN DOUGHERTY</i> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature:</p> <p>Accreditation number:</p> <p>Consent Authority: <i>MID-COAST COUNCIL</i></p> <p>Date of endorsement: <i>6-10-17</i></p> <p>Subdivision Certificate number: <i>SR 5/2018</i></p> <p>File number: <i>DA 440/2011</i></p> <p>*Strike through if inapplicable.</p>	<p>Plans used in the preparation of survey/compilation.</p> <p>DP11773692</p> <p>If space is insufficient continue on PLAN FORM 6A</p>
<p>Statements of intention to dedicate public roads, public reserves and drainage reserves.</p> <p>IT IS INTENDED TO DEDICATE HEREFORD PLACE AND ANGUS DRIVE TO THE PUBLIC AS PUBLIC ROAD</p> <p><i>MID-COAST COUNCIL ACCEPTS THE DEDICATION OF THE PUBLIC ROADS.</i></p> <p><i>John Dougherty</i> Manager Property & Commercial Services MidCoast Council</p>	<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p> <p>Surveyor's Reference: F515/5209/2</p>


PLAN FORM 6A (2012)

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet(s)

Registered:  16.11.2017

Office Use Only

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DP1236728

PLAN OF SUBDIVISION OF LOT 1 DP1177392

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
 - Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
 - Signatures and seals- see 195D *Conveyancing Act 1919*
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: SR 5/2018

Date of Endorsement: 6-10-17

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

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

If space is insufficient use additional annexure sheet

Surveyor's Reference: F515/5209/2


PLAN FORM 6A (2012)

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet(s)

<p>Office Use Only</p> <p>Registered:  16.11.2017</p> <p>PLAN OF SUBDIVISION OF LOT 1 DP1177392</p> <p>Subdivision Certificate number: <u>SR5/2018</u>.....</p> <p>Date of Endorsement: <u>6-10-17</u>.....</p>	<p>Office Use Only</p> <p style="font-size: 24pt; text-align: center;">DP1236728</p> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> • A schedule of lots and addresses - See 60(c) 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.
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Lot No.	Street number	Street name	Street type	Locality
200	N/A	Angus	Drive	Failford
201	N/A	Hereford	Place	Failford
202	N/A	Angus	Drive	Failford
203	N/A	Angus	Drive	Failford
204	N/A	Angus	Drive	Failford
205	N/A	Angus	Drive	Failford
206	N/A	Angus	Drive	Failford
207	N/A	Not Applicable	Sewer Pump Station	Failford
208	N/A	Angus	Drive	Failford
209	N/A	Angus	Drive	Failford
210	N/A	Angus	Drive	Failford
211	N/A	Angus	Drive	Failford
212	N/A	Angus	Drive	Failford
213	N/A	Angus	Drive	Failford
214	N/A	Angus	Drive	Failford
215	N/A	Angus	Drive	Failford

If space is insufficient use additional annexure sheet

Surveyor's Reference: F515/5209/2


PLAN FORM 6A (2012)

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ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)

Registered:  16.11.2017 Office Use Only

Office Use Only


DP1236728

PLAN OF SUBDIVISION OF LOT 1 DP1177392


- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) SSI Regulation 2012
 - Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
 - Signatures and seals- see 195D Conveyancing Act 1919
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: SR 5-2018
Date of Endorsement: 6/10/17

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

Signature of Attorney: 
Name of Attorney: John Richard Hoswell

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

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

If space is insufficient use additional annexure sheet

Surveyor's Reference: F515/5209/2

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

(Sheet 1 of 12 sheets)

Plan: **DP1236728**

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

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

Hozcole Pty Ltd,
PO Box 137
DOUBLE BAY NSW 1360

Part 1 (Creation)

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

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

(Sheet 2 of 12 sheets)

Plan: DP1236728

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

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

GAL

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

(Sheet 3 of 12 sheets)

Plan: **DP1236728**

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

PART 2

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

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

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

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

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

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

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

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

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

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

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

1. The Council may:

a. drain:

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

GAC

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

(Sheet 4 of 12 sheets)

Plan: DP1236728

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

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

GM

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

(Sheet 5 of 12 sheets)

Plan: DP1236728

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

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

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

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

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

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

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

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

1. The Council may:

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

GAL

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

(Sheet 6 of 12 sheets)

Plan: DP1236728

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

- opening the soil of the easement site to such extent as may be necessary, and
 - using any existing line of pipes, and
 - carrying out works, such as constructing, placing, repairing or maintaining pipes and/or equipment, and
 - trimming or removing any vegetation from the lot burdened that could destroy, damage or interfere with any installation or equipment of the Council, or could prevent reasonable access to the easement site, and
 - removing any unauthorised encroachments from the easement site and recovering the costs of carrying out the removal work and repairing any damage to the equipment by the unauthorised encroachment, and
 - remaining on the easement site for any reasonable time.
2. In exercising these powers, the Council must:
- a. Ensure all work is done properly, and
 - b. Cause as little inconvenience as practicable to the owner and any occupier of the lot burdened, and
 - c. Cause as little damage as is practicable to the lot burdened and any improvement on it, and
 - d. Restore the easement site as nearly as practicable to its former condition, and
 - e. Make good any collateral damage.
3. The landowner agrees that it will not:
- place or permit to be placed any services or structures within the easement site, or
 - alter the surface of the easement site, or
 - do or permit to be done anything that restricts access to the easement site by the Council, or
 - plant or allow to grow vegetation other than low or horizontal growing grasses within the easement site
- without the written permission of the Council and in accordance with such conditions as the Council may reasonably impose.
4. In this memorandum and any document which refers to it the following definitions apply:
- 4.1 "the Council" means Mid-Coast Council its successors and assigns (which may exercise its rights by any persons authorized by it).
 - 4.2 "Drain" includes draining or pumping or running and whether by a gravity main or in a rising main or in a vacuum rising main and whether under positive or negative pressure or neither.
 - 4.3 "Easement site" means the part of the lot burdened as the site of an easement for drainage of water.
 - 4.4 "Equipment" means all equipment installed or used by the Council in installing, repairing, replacing, maintaining or constructing its pipes or everyday means of utilizing the easement

GM

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

(Sheet 7 of 12 sheets)

Plan: DP1236728

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

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

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

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

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

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

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

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

No vehicular access to Failford Road is permitted.

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

GH

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

(Sheet 8 of 12 sheets)

Plan: **DP1236728**

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

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

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

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

- a) The installation of a 10,000 litre rainwater tank for re-use including toilet flushing, laundry and outdoor tap with maintenance to be the responsibly of the Registered Proprietor. All taps connected to the rainwater tanks are to be identified as 'Rainwater' with a sign complying with AS1319.
- b) The installation of a bio-retention raingarden of minimum 17.5m² total area per lot for lots with high infiltration capacity. All other proposed lots shall utilise a grass swale for treatment of tank overflow and hard stand area within the lots. Swales shall have a minimum length of 10m and a base width of 1m. The bio-retention garden shall:
 - Have a maximum surface storage depth of 0.3m with a maximum batter/side slope of 1:5 (v:h), unless otherwise retained by a structural wall;
 - Bio-retention filters shall be planted with *Carex appressa* and/or other native plant species that have confirmed performance characteristics in the removal of nitrogen and tolerance of a range of moisture conditions. These are to be planted at a minimum density of 8 living plants/m²;
 - The bio-retention filter media shall have the following characteristics and be installed consistent with WSUD Engineering Procedures (Melbourne Water, 2005). Filter media shall be of uniform sandy loam texture, placed and lightly compacted to achieve a consistent density throughout.

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

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

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

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

GM

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

(Sheet 9 of 12 sheets)

Plan: DP1236728

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

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

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

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

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

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

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

GAC

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

(Sheet 10 of 12 sheets)

Plan: **DP1236728**

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

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

Mid-Coast Council

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

Essential Energy

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

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

6

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

11 12
(Sheet ~~10~~ of ~~11~~ sheets)

Plan: DP1236728

Plan of Subdivision of
Lot 1 in DP1177392 covered by
Subdivision Certificate No **525 / 2018**
Dated: **6-10-17**

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

Signature of Attorney: *J. Hoswell*
Name of Attorney: John Richard Hoswell

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

Signature of Witness: *Greg Crisp*
Name of Witness: **GREGORY ALAN CRISP**
Address of Witness: **44 BAYVIEW CRES
TAREE NSW 2430**

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

Name of Delegate **John Dougherty**
Manager Property & Commercial Services
MidCoast Council
Signature of Delegate *[Signature]*

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

Paula Sciacca
Full Name of Witness
Signature of Witness *[Signature]*
c/- Breese Pde, Forster
Address of Witness

[Handwritten mark] 80

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

(Sheet 12 of 12 sheets)

Plan: DP1236728

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

EXECUTED BY ESSENTIAL ENERGY

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

.....
Signature of Witness

.....
Name of Witness

.....
Address of Witness

.....
Signature of Attorney

.....
Name of Attorney

.....
Address of Attorney

REGISTERED  16.11.2017

Handwritten initials



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.	1827 / 2019
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Applicant

KEY2 CONVEYANCING PTY LTD
PO Box 697
FORSTER NSW 2428

Receipt No. :
Date of Issue : 27 May 2019
Ref : K8969 CLIFTON:7114

Property Key : 40107

Property Description
Lot 315 Angus Drive, FAILFORD NSW 2430 Lot 315 DP 1240775

Owner (as recorded by Council):

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

2. Zoning and land use under relevant LEPs

Great Lakes Local Environment Plan 2014

Zone R5 Large Lot Residential

1 Objectives of zone

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

2 Permitted without consent

Home occupations.

3 Permitted with consent

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

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

4 Prohibited

Any other development not specified in item 2 or 3.

3. Complying development

Housing Code

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

- Property Vegetation Plan

Rural Housing Code

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

- Property Vegetation Plan

Greenfield Housing Code

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

Demolition Code

Complying development under this code MAY be undertaken on the land

Commercial and Industrial (Alterations) Code

Complying development under this code MAY be undertaken on the land

Commercial and Industrial (New Buildings and Additions) Code

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

- Property Vegetation Plan

General Development Code

Complying development under this code MAY be undertaken on the land

Housing Alterations Code

Complying development under this code MAY be undertaken on the land

Subdivisions Code

Complying development under this code MAY be undertaken on the land

Fire Safety Code

Complying development under this code MAY be undertaken on the land

Container Recycling Facilities Code

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

4. Coastal protection

Coastal Protection Act 1979 repealed

4A Repealed

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

No annual charges apply to the land

5. Mine subsidence

The land is not proclaimed as a mine subsidence district

6. Road widening and road realignment

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

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

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

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

7A. Flood related development controls information

No flood related development controls affect the land

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

8. Land reserved for acquisition

The land is not reserved for acquisition

9. Contributions plans that apply to the land

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

9A. Biodiversity certified land

The land is not Biodiversity certified

10. Biodiversity stewardship sites

No biodiversity stewardship agreements apply to the land

10A. Native vegetation clearing set asides

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

11. Bush fire prone land

The land is not bushfire prone land

12. Property vegetation plans

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

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

Council has not received any such order

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

Not applicable

15. Site compatibility certificates and conditions for seniors housing

No Site Compatibility Certificate for Seniors Housing applies to the land

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

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

17. Site compatibility certificates for affordable rental housing

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

18. Paper subdivision information

No development plan applies to the land

19. Site verification certificates

No site verification certificate applies to the land

20. Loose-fill asbestos insulation

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

21. Affected building notices and building product rectification orders

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

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

No additional matters under the Contaminated Land Management Act 1997

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



MIDCOAST
council

PO Box 482
Taree NSW 2430

Your Ref: K8969
Our Ref.: ENG2019/0746

Key2 Conveyancing
Po Box 697
FORSTER NSW 2428

Owner Details

Ricky J Clifton & Amanda I Clifton

Property Details

Lot 315 DP 1240775

Property Address

118 Angus Dr FAILFORD NSW 2430

SEWERED AREAS

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

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

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

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

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

7. Development charges will be applied if any new development on this land has a capacity of more than 1 equivalent tenement (e.g. Development charges will apply for the erection of 2 or more villas, flats, etc. as opposed to one house).
8. In the case of non-domestic premises, both new and existing developments may require a Liquid Trade Waste approval. The issue of this Plan does not imply that any such Liquid Trade Waste approval currently exists. Further information should be obtained from MidCoast Council. It is an offence to discharge sewage, other than of a domestic nature, into a Council sewer without approval.
9. This Plan is issued in accordance with section 17, 18 and 19 of the Local Government (Water Services) Regulations 1999. These notes form part of the Plan and must remain attached it. Any Plan of House Drainage without these notes should not be considered as a true copy.

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

Dated: 30/05/2019

Director Water Services

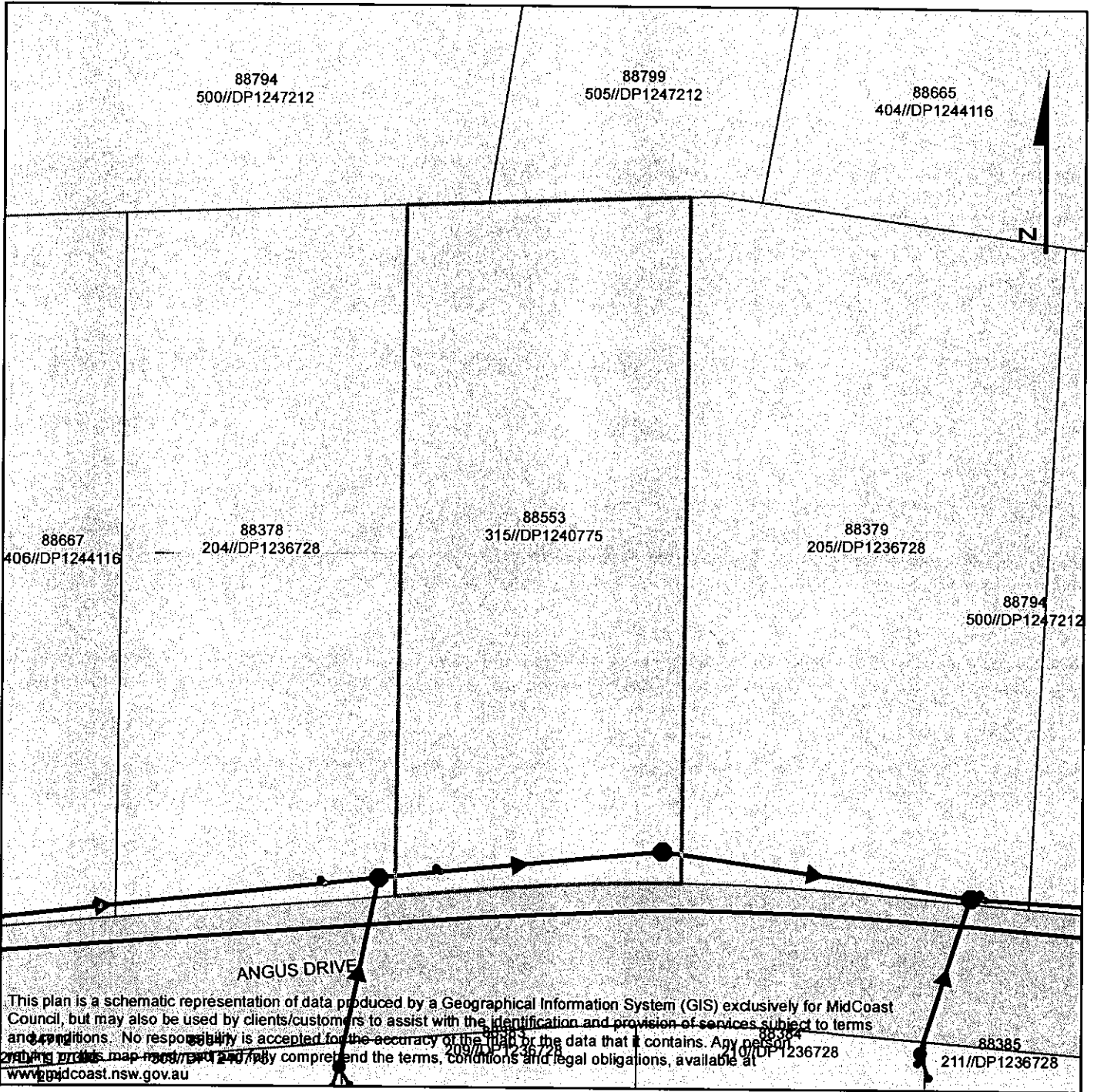


Sewer Drainage Diagram **88553**

Lot **315** Section

Plan **DP1240775**

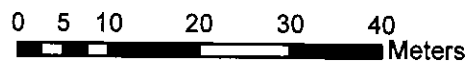
Address **118 Angus Dr FAILFORD NSW 2430**



This plan is a schematic representation of data produced by a Geographical Information System (GIS) exclusively for MidCoast Council, 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 should fully comprehend the terms, conditions and legal obligations, available at www.midcoast.nsw.gov.au

Legend

- Manholes
- Service Connection
- Endcap
- Fitting
- Lateral Lines
- Mains**
- Gravity Main
- Rising Main
- ▶ Flow Direction
- ▶ Flow Direction



1:800

Sewer Junction existing at 31.91 metres from D.S.M.H.
 Depth of Junction approx. 3.5 m
 Depth of Riser approx. m

FINAL OCCUPATION CERTIFICATE - 18-180-2

Issued under Part 4A of the Environmental Planning and Assessment Act 1979 Sections 109C(1)(C) and 109H (Occupation/Use of a New Building)

APPLICANT DETAILS

Applicant: R & A Clifton Building
Address: 17 Margina Close, Tuncurry NSW 2428

RELEVANT CONSENTS

Local Government Area: MidCoast Council
Development Applications: DA-31/2019
Construction Certificate Number: 18-180-1

PROPOSAL

Address of Development: Lot 315 Angus Drive, Failford Road NSW 2430
Title Particulars: Lot 315 DP1240775
Building Classification: 1a, 10a
Scope of Building Works Covered by this Notice: New Dwelling
Exclusions: Nil

PRINCIPAL CERTIFYING AUTHORITY

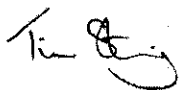
Certifying Authority: Tim Stenning
Accreditation Body: BPB
BPB 0392

DETERMINATION

Approval Date: 18 July 2019

I, *Tim Stenning*, as the certifying authority, certify that:

- The health and safety of the occupants of the building have been taken into consideration where an Interim Occupation is issued.
- A current Development Consent or Complying Development Certificate is in force for the building.
- If any building work has been carried out, a current Construction Certificate has been issued with respect to the plans and specifications for the building.
- The building is suitable for occupation or use in accordance with its classification under the Building Codes of Australia.
- Where applicable, a Fire Safety Certificate has been issued for the building and a report from the Fire Commissioner has been considered.



Tim Stenning
18/07/2019

FINAL OCCUPATION CERTIFICATE - 19-056-2

Issued under Part 4A of the Environmental Planning and Assessment Act 1979 Sections 109C(1)(C) and 109H (Occupation/Use of a New Building)

APPLICANT DETAILS

Applicant: R & A Clifton Building
Address: 17 Margina Place, Tuncurry NSW 2428

RELEVANT CONSENTS

Local Government Area: MidCoast Council
Development Applications: DA-339/2019
Construction Certificate Number: 19-056-1

PROPOSAL

Address of Development: Lot 315 Angus Drive, Failford NSW 2430
Title Particulars: Lot 315 DP1240775
Building Classification: 10a
Scope of Building Works Covered by this Notice: New Shed
Exclusions: Nil

PRINCIPAL CERTIFYING AUTHORITY

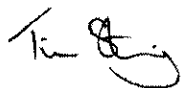
Certifying Authority: Tim Stenning
Accreditation Body: BPB
BPB 0392

DETERMINATION

Approval Date: 18 July 2019

I, *Tim Stenning*, as the certifying authority, certify that:

- The health and safety of the occupants of the building have been taken into consideration where an Interim Occupation is issued.
- A current Development Consent or Complying Development Certificate is in force for the building.
- If any building work has been carried out, a current Construction Certificate has been issued with respect to the plans and specifications for the building.
- The building is suitable for occupation or use in accordance with its classification under the Building Codes of Australia.
- Where applicable, a Fire Safety Certificate has been issued for the building and a report from the Fire Commissioner has been considered.



Tim Stenning
18/07/2019

Certificate in respect of insurance for residential building work

Policy No: HBCF18062638

Policy Date: 12/11/2018

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

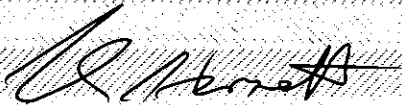
Period of Insurance	The contract of insurance provides cover for both the construction period and the warranty period.
In respect of	New Single Dwelling Construction
Description of construction as advised by builder^	New Single Dwelling
At	Lot 315 Angus Drive Fairford New South Wales 2430
Site plan number^	0
Site plan type^	Deposited Plan
Homeowner	RJ & AI Clifton
Carried out by	RJ Clifton & AI Clifton
Licence number	302481C
Builder job number^	
Contract amount^	\$280,000.00
Contract date^	Speculative Project - No Contract
Premium paid	\$1,489.60
Cost of additional products or services under contract	Nil - no additional services.
Price (including GST and Stamp Duty) <small>Note: The total price does not include any brokerage or other costs to arrange the insurance contract</small>	\$1,786.03

^Additional information

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

Certificate No: HBCF18062638

Issued on: 12/11/2018



Signed on behalf of the insurer

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

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

icare HBCF

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.

LOT 375 ANGLUO DRIVE
LEARNED
NSW 2430

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>remittance amount</i>	the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ;
<i>rescind</i>	rescind this contract from the beginning;
<i>RW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>RW rate</i>);
<i>RW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 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> <i>solicitor</i> or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 18B of the Swimming Pools Regulation 2008).

2 Deposit and other payments before completion

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

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.
- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *servicing* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *servicing* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;

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

- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the 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 *servicing* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.
- 20 Miscellaneous**
- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 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* or 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 *servicing* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 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 s.13A 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' 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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