

Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	eCOS ID: 59910605	NSW Duty:
vendor's agent	JKL Real Estate Shop 4 The Marina, 2 Little Street, Forster NSW 2428		Phone: 02 6554 8717 Fax: Ref:
co-agent			
vendor	Starfish Earrings Pty Ltd ACN 100 624 717 PO Box 105 Carrington NSW 2294		
vendor's solicitor	John Edmunds 21 Talleen Road Nelson Bay NSW 2315 PO Box 434 Nelson Bay NSW 2315		Phone: 02 4981 3677 Fax: 02 4984 4337 Ref: Starfish
date for completion	Pursuant to Special Condition 50 (clause 15)		Email: nblaw@bigpond.net.au
land	Part 90 ANGUS DR FAILFORD NSW 2430		
(Address, plan details and title reference)	PROPOSED LOT ____ in a proposed strata subdivision of lot 405 IN DEPOSITED PLAN 1244116 405/1244116		
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> Subject to existing tenancies <input type="checkbox"/> HOUSE <input 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: duplex		
improvements			
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

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

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

witness

GST AMOUNT (optional)
The price includes
GST of: \$

purchaser

☐ JOINT TENANTS

☐ tenants in common

☐ in unequal shares

witness

vendor agrees to accept a *deposit-bond* (clause 3)

☐ NO ☐ yes

proposed *electronic transaction* (clause 30)

☐ no ☒ YES

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

land tax is adjustable

☐ NO ☒ yes

GST: Taxable supply

☐ NO ☒ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO ☒ yes

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

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

Purchaser must make an *RW payment*
(residential withholding payment)

☐ NO ☒ yes (if yes, vendor must provide further details)

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

RW payment (residential withholding payment) – further details

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

Supplier's name: Starfish Earrings Pty Ltd

Supplier's ABN: 69 100 624 717

Supplier's business address: PO Box 105 Carrington NSW 2294

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *RW payment*: \$ 7% of purchase price

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

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>remittance amount</i>	the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>rescind</i>	rescind this contract from the beginning;
<i>RW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>RW rate</i>);
<i>RW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 18B of the Swimming Pools Regulation 2008).

2 Deposit and other payments before completion

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

- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
 - 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
 - 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
 - 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
 - 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
 - 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Transfer

- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
 - 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.

5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
 - 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
 - 5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

- 6.1 The purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

10 Restrictions on rights of purchaser

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

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

- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make an *RW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of an *RW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *RW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *RW payment*.

14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

The *parties* must complete by the date for completion and, if they do not, a *party* can *serve* a notice to complete if that *party* is otherwise entitled to do so.

16 Completion**• Vendor**

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

• Purchaser

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

• Place for completion

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

17 Possession

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

18 Possession before completion

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

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

18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.

18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –

19.1.1 only by *serving* a notice before completion; and

19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –

19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;

19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;

19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and

19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.

20.2 Anything attached to this contract is part of this contract.

20.3 An area, bearing or dimension in this contract is only approximate.

20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.

20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);

20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;

20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;

20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;

20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;

20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and

20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.

20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –

20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or

20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.

20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.

20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.

20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.

20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.

20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.

20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

21 Time limits in these provisions

21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.

21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.

21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.

21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.

21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.

21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.

22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

23 Strata or community title

• Definitions and modifications

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

- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give a strata renewal plan to the owners in the scheme for their consideration and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

• **Notices, certificates and inspections**

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

• **Meetings of the owners corporation**

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

24 Tenancies

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

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

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
 - 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7* days after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
 - 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
 - 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
 - 25.5.3 *normally*, need not include a Crown grant; and
 - 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
 - 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
 - 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
 - 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
 - 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

26 Crown purchase money

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

27 Consent to transfer

- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7* days after the contract date.
- 27.3 The vendor must apply for consent *within 7* days after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7* days after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42* days after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
 - 27.6.2 *within 30* days after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
 - 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

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

29 Conditional contract

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

30 Electronic transaction

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

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

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

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

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

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

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

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

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

<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>certificate of title</i>	the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
<i>completion time</i>	the time of day on the date for completion when the <i>electronic transaction</i> is to be settled;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>effective date</i>	the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' 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.

PART 90 ANGUS DR FAILFORD NSW 2430

SPECIAL CONDITIONS ANNEXED TO CONTRACT FOR SALE OF LAND

32. Status of special conditions

- 32.1 The preceding conditions 1-31 of this contract ("the printed conditions") shall be read subject to the following special conditions. If there is a conflict between the printed conditions of the contract and the following special conditions, then the following special conditions shall prevail.
- 32.2 Should any of the following conditions be held contrary to law, void or unenforceable, then that condition shall be severed from this contract and the other conditions shall remain of full force and effect.

33. Amendments to printed conditions

The printed conditions of this contract are amended as follows:

- 33.1 The definition of **requisition** in Clause 1 is amended by deleting the words "but does not include a claim" and substituting "including a claim".
- 33.2 Clause 7.1.1 is amended by deleting "5%" and substituting "1%".
- 33.3 Clause 7.2.1 is amended by deleting "10%" and substituting "1%".

34. Completion

- 34.1 The parties must complete by the completion date.
- 34.2 If this conveyancing transaction is not conducted as an electronic settlement then for the purpose of clause 16.11.1 the Vendor specifies a special completion address as 21 Talleen Road, Nelson Bay NSW 2315 or elsewhere in Nelson Bay or Newcastle as the Vendor may direct.
- 34.3 Should completion not occur on or before the completion date then either party shall be entitled to serve on the other party a Notice to Complete, requiring completion of the contract on a date not less than fourteen (14) days from the date of service. As and from the date of service of a Notice to Complete, the time allowed for completion shall be of the essence of the contract.
- 34.4 Should the purchaser not complete by the completion date, without default by the vendor, then the vendor is entitled to recovery from the purchaser, as liquidated damages payable on completion:
 - 34.4.1 Interest on the balance of purchase money at the rate of 8% per annum calculated at a daily rate from the original completion date to the actual date of completion.
 - 34.4.2 The sum of \$330.00, being an agreed estimate of the costs and other expenses incurred or likely to be incurred by the vendor in consequence of the delay.

SPECIAL CONDITIONS ANNEXED TO CONTRACT FOR SALE OF LAND

34.5 This clause 34 is an essential term of the contract and shall prevail over clause 15.

35. Warranty as to agent

35.1 The purchaser warrants that the purchaser was not introduced to the vendor or the property by any real estate agent except the agent (if any) named on the front page of this contract, and the purchaser indemnifies the vendor (and if more than one, each of them):

35.1.1 against any claim for commission which might be made by an agent resulting from an introduction forming a breach of such warranty; and

35.1.2 against all costs and expenses incidental to defending any such claim.

35.2 The indemnities in this clause shall continue after termination of this contract and shall not merge on completion.

36. Release of Deposit

Deleted.

37. Reduced Deposit

37.1 Should the vendor accept a deposit which is less than 10% of the contract price and the purchaser does not comply with its obligations under this contract, the balance of the 10% deposit will immediately become due and payable by the purchaser to the vendor.

37.2 In the event of the purchaser failing to make payment of the balance of the deposit to the vendor as set out in clause 37.1 the purchaser acknowledges that it will be liable to the vendor for all costs incurred by the vendor on a full indemnity basis in recovery of same.

38. Acceptance of present condition

The purchaser acknowledges that it is purchasing the property in its present condition and state of repair (both patent and latent) and subject to any infestation and dilapidation and whether or not affected by insect or pest and whether or not any of the improvements upon the property are subject to or insured under the provisions of the *Building Professionals Act 2005*, or the *Home Building Act 1989* and the purchaser will raise no objection, requisition or claim for compensation in respect of such matters.

39. Particulars

The Purchaser acknowledges that it has made all the necessary searches, inspections and enquiries in respect of the matters noted or referred to in this

SPECIAL CONDITIONS ANNEXED TO CONTRACT FOR SALE OF LAND

contract and shall not make any objection, requisition or claim for compensation in respect of any matter so noted or referred to or any misdescription of any such matter by virtue of the general particulars so noted and this clause shall prevail notwithstanding the provisions of any other clause contained herein.

40. Survey report

If a survey report of the property is annexed to this contract, the Purchaser acknowledges having inspected the survey report and agrees that no objection, requisition or claim for compensation shall be made in relation to any matter referred to in the survey report.

41. Drainage diagram

It is in no way represented that the copy of the drainage diagram annexed to this contract necessarily discloses all the pipes and mains which underlie the property. The Purchaser will make no objection, requisition or claim for compensation in respect thereof.

42. Death or incapacity of Purchaser

Without in any manner negating limiting or restricting any rights or remedies available to either party at law or in equity had this clause not been included, should either party (or, if more than one, any of them) die, become mentally ill, become insolvent or appoint or suffer the appointment of a trustee in bankruptcy, receiver, receiver/manager, voluntary administrator or liquidator, then the other party may rescind at any time thereafter.

43. Title

Deleted.

44. Corporate Purchaser

In the event of the Purchaser purporting to be a company, each of the persons in the presence of whom the common seal of the Purchaser purports to have been affixed (or, in the event the contract is not signed under common seal) each person who signs on behalf of the Purchasers:-

- 44.1 warrants that the company has been incorporated and exists at law and agrees that he she or they shall be personally liable under this contract, both jointly and severally, as if he or she had been named as a Purchaser; and
- 44.2 guarantees (if more than one jointly and severally) the due performance of the Purchaser in relation to its obligations pursuant to the terms of this contract in every respect as if he she or they had personally entered into this contract himself/herself.

SPECIAL CONDITIONS ANNEXED TO CONTRACT FOR SALE OF LAND

- 44.3 is personally liable for the due performance of the Purchaser's obligations under this contract to the same extent as if that person was the Purchaser under this contract.

45. Services

- 45.1 The Purchaser takes title subject to the existing water, sewerage, drainage, gas electricity and telephone installations, lines, posts, services and connections, if any, servicing the property or any other property.
- 45.2 The Purchaser cannot make a claim or requisition or rescind in respect of such installations, lines, posts, services and connections because:
- 45.2.1 any of them pass through the property or any other property;
 - 45.2.2 no rights or easements exist in respect of them and none can be obtained; or
 - 45.2.3 of any defects or damage to such installations, lines, posts, services and connections.
- 45.3 The Purchaser cannot make a claim or requisition or rescind because:
- 45.3.1 of any road, water or sewerage main, underground or surface storm water drain or gas, electricity or telephone installations, posts, lines, pumps and services passing through over or under the property; or
 - 45.3.2 there is a manhole, substation, public letter box, public telephone, traffic safety or guide rails, bus stop, street parking, traffic signs or vent on the property.

46. Inclusions

The Vendor does not make any representation or warranty about the condition of the inclusions and the Purchaser accepts them in their present state and condition, subject to fair wear and tear.

47. Smoke Alarms

The Vendor warrants that all buildings on the land to which the requirements of Division 7A (Smoke alarms) of Part 9 (Fire safety and matters concerning the Building Code of Australia) of the *Environmental Planning and Assessment Regulation 2000 (NSW)* apply, comply with those requirements.

48. Whole Agreement

This contract constitutes the entire agreement between the parties and the Purchaser acknowledges and agrees that they do not rely upon any warranty or representation, undertaking, negotiation or agreement made by the Vendor or any other person on behalf of the Vendor other than as expressly contained in this contract.

SPECIAL CONDITIONS ANNEXED TO CONTRACT FOR SALE OF LAND

49. Conditions Precedent

49.1 Completion of this contract is subject to the vendor fulfilling the following conditions precedent:

- a)** The completion of the purchase by the vendor of Lot 405 DP1244116 and registration of the transfer to the vendor; and
- b)** The registration of the Strata Plan of Subdivision substantially in accordance with the plan annexed to this contract.

(collectively the “**Conditions Precedent**”)

49.2 If any of the Conditions Precedent are not satisfied or fulfilled within 6 months after the contract date, then either party can rescind this contract by 14 days notice in writing to the other party.

49.3 The purchaser acknowledges and agrees that the provisions of this special condition are for the benefit of the vendor.

50. Completion

Notwithstanding any other provision of this contract, completion of this contract shall take place **14 days** after the day on which the vendor gives the purchaser written notice that all of the Conditions Precedent have been fulfilled.

The parties agree to the foregoing special conditions

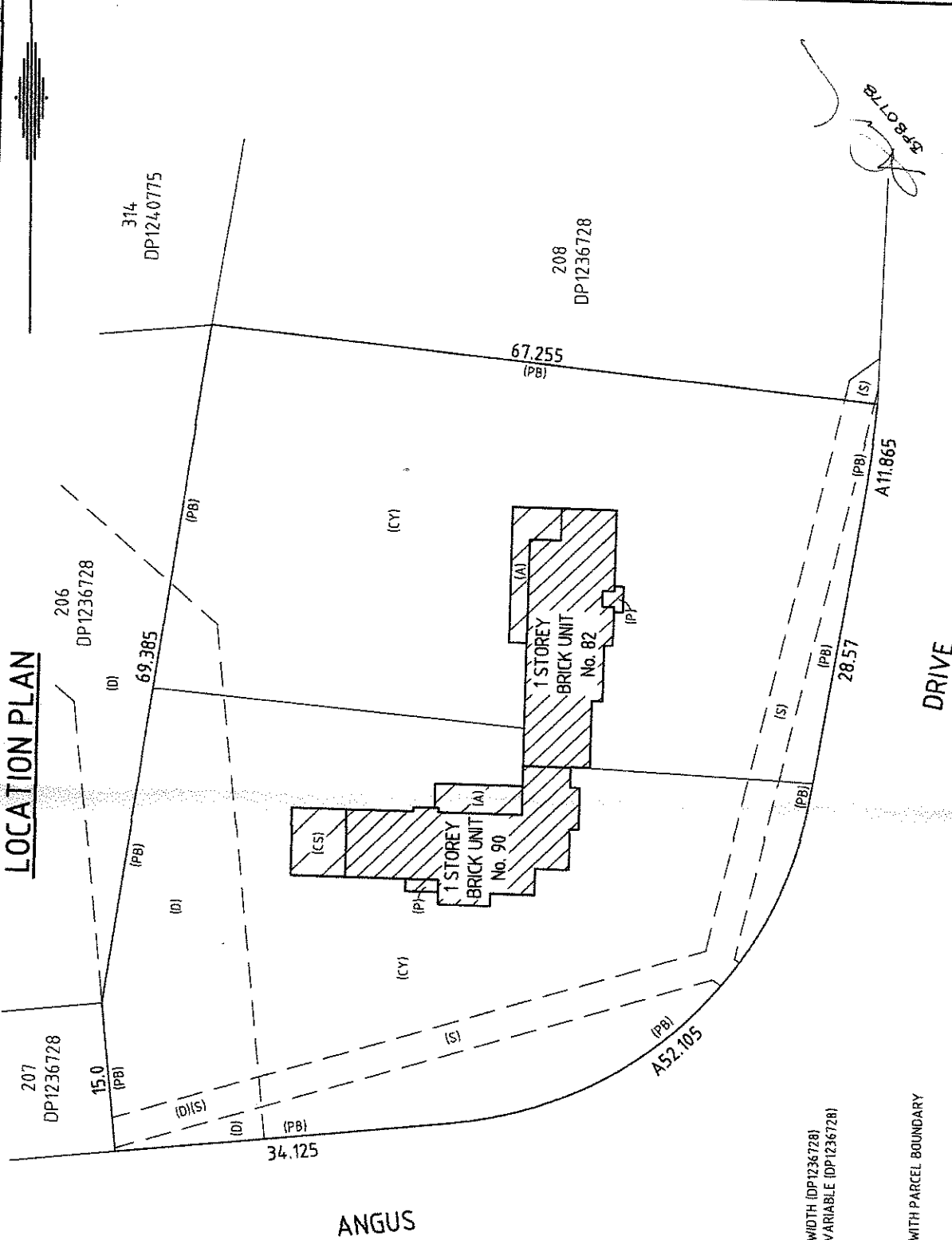
.....
Vendor

.....
Purchaser

.....
Vendor's witness

.....
Purchaser's witness

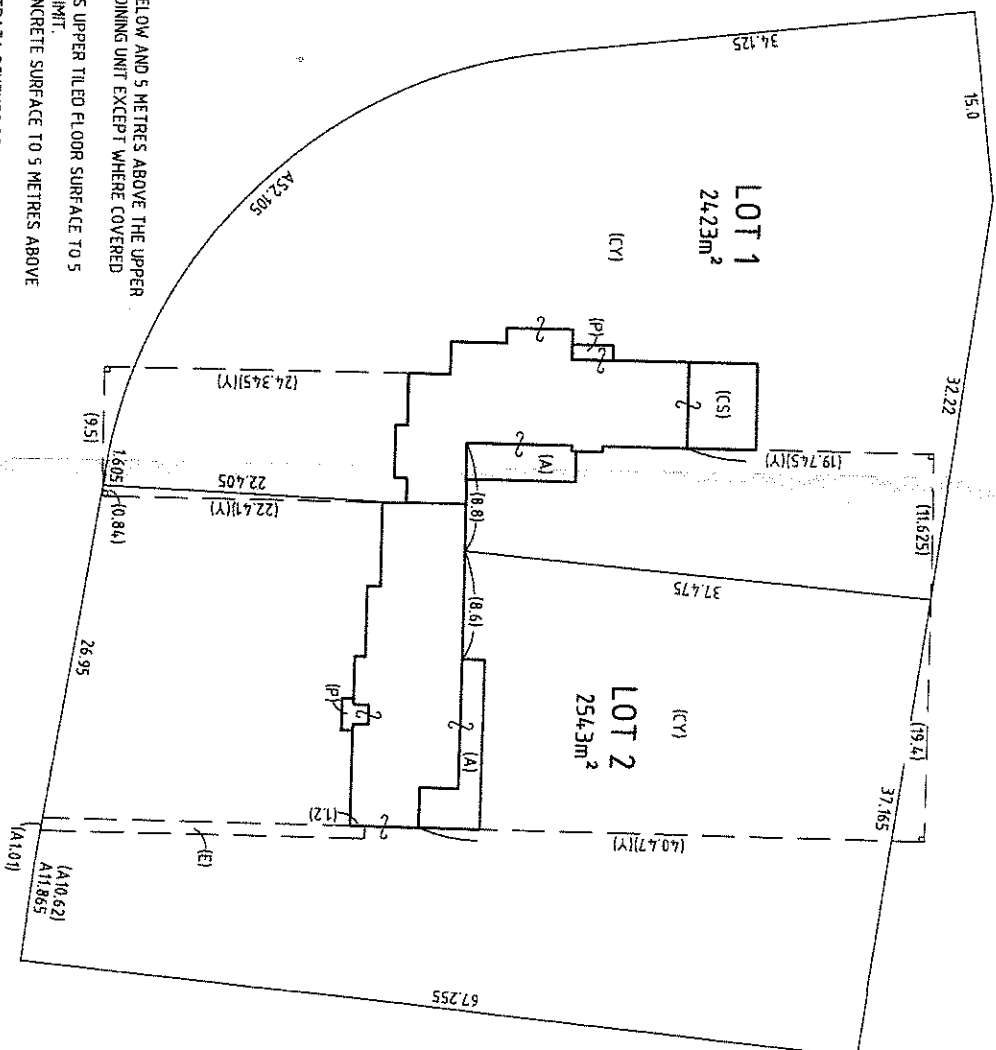
LOCATION PLAN



NOTE:
 (D) EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (DP1236728)
 (S) EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE & VARIABLE (DP1236728)
 1. (A) DENOTES ALFRESCO
 2. (CS) DENOTES CAR PORT
 3. (CY) DENOTES COURTYARD
 4. (P) DENOTES PORCH
 5. (PB) DENOTES LOT BOUNDARY IS COINCIDENT WITH PARCEL BOUNDARY
 6. DENOTES RIGHT ANGLE

<p>SP</p>	<p>Registered</p>	<p>L.G.A.: MID-COAST Locality: FAILFORD Reduction Ratio: 1:400 Lengths are in metres</p>	<p>PLAN OF SUBDIVISION OF LOT 405 IN DP1244116</p>
<p>SURVEYOR Name: MARK NICHOLAS SCANLON Date: 13/06/2019 Reference: 11031SP</p>			

FLOOR PLAN - GROUND LEVEL



(E) RIGHT OF FOOTWAY 1 WIDE

1. (A) DENOTES ALFRESCO
2. (CS) DENOTES CAR PORT
3. (CY) DENOTES COURTYARD
4. (P) DENOTES PORCH
5. (V) DENOTES EXTERNAL FACE OF WALL PRODUCED
6. THE STRATUM OF EACH COURTYARD IS LIMITED TO 3 METRES BELOW AND 5 METRES ABOVE THE UPPER SURFACE OF THE CONCRETE GROUND FLOOR LEVEL OF THE ADJOINING UNIT EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.
7. THE STRATUM OF EACH PORCH & ALFRESCO IS LIMITED FROM ITS UPPER TILED FLOOR SURFACE TO 5 METRES ABOVE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.
8. THE STRATUM OF THE CARPORT IS LIMITED FROM ITS UPPER CONCRETE SURFACE TO 5 METRES ABOVE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.
9. AREAS ARE APPROXIMATE ONLY AND FOR PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015, THEY SHOULD NOT BE USED FOR LEASING PURPOSES.

 DENOTES RIGHT ANGLE

PLAN OF SUBDIVISION OF LOT 405 IN DP1244116

Name: MARK NICHOLAS SCANLON

Date: 13/05/19

Reference: 11031SP

L.G.A.:

MID-COAST

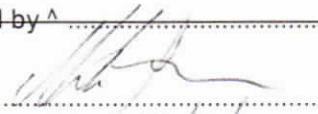

Locality:

FAILFORD

Reduction Ratio: 1:400

SP

APR 07 1968

SP FORM 3.01	STRATA PLAN ADMINISTRATION SHEET	Sheet 1 of 3 sheet(s)
Office Use Only		Office Use Only
Registered:		
PLAN OF SUBDIVISION OF LOT 405 IN DP1244116	LGA: MID - COAST Locality: FAILFORD Parish: TUNCURRY County: GLOUCESTER	
This is *FREEHOLD/*LEASEHOLD Strata Scheme		
Address for Service of Documents <p style="text-align: center;">90 Angus Drive FAILFORD NSW 2430</p>	The by-laws adopted for the scheme are: * Model by-laws for residential strata schemes together with: Keeping of animals: Option *A/*B Smoke penetration: Option *A/*B (see Schedule 3 Strata Schemes Management Regulation 2016) * The strata by-laws lodged with the plan.	
<p style="text-align: center;">Surveyor's Certificate</p> <p>I MARK NICHOLAS SCANLON, of PARKER SCANLON PTY LTD PO BOX 986 HAMILTON, being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met.</p> <p>*The building encroaches on:</p> <p>* (a) a public place</p> <p>* (b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^</p> <p>Signature: </p> <p>Date: 13/6/2019</p> <p>Surveyor ID: 187</p> <p>Surveyor's Reference: 11031SP</p> <p><small>^ Insert the deposited plan number or dealing number of the instrument that created the easement</small></p>	<p style="text-align: center;">Strata Certificate (Accredited Certifier)</p> <p>I, <u>ALAN SACCARO</u>..... being an Accredited Certifier, accreditation number <u>SPB 0778</u>., certify that in regards to the strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i>.</p> <p>*(a) This plan is part of a development scheme.</p> <p>*(b) The building encroaches on a public place and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment.</p> <p>*(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^..... will be created as utility lots and restricted in accordance with section 63 <i>Strata Schemes Development Act 2015</i>.</p> <p>Certificate Reference: <u>S350</u></p> <p>Relevant Planning Approval No.: <u>DA-179/2019</u></p> <p>issued by: <u>MIDCOAST COUNCIL</u></p> <p>Signature: </p> <p>Date: 25.06.19</p> <p><small>^ Insert lot numbers of proposed utility lots.</small></p>	

Office Use Only

Office Use Only

Registered:

VALUER'S CERTIFICATE

I, being a qualified valuer, as defined in the *Strata Schemes Development Act 2015*, certify that the unit entitlements shown in the schedule herewith are apportioned in accordance with Schedule 2 *Strata Schemes Development Act 2015*

Signature: Date

SCHEDULE OF UNIT ENTITLEMENT

LOT	UNIT ENTITLEMENT
1	
2	
TOTAL	

Pursuant to Section 88B of the Conveyancing Act, 1919, as amended, it is intended to create:-

1. Right of Footway 1 Wide

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 3 of 3 sheet(s)			
<div style="text-align: right; margin-bottom: 10px;">Office Use Only</div> <div>Registered:</div>		<div style="text-align: right;">Office Use Only</div>			
<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> Any information which cannot fit in the appropriate panel of any previous administration sheets Statements of intention to create and or release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> Signatures and seals- see section 22 <i>Strata Schemes Development Act 2015</i> 					
LOT NUMBER	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
C.P.	-	90	ANGUS	DRIVE	FAILFORD
1	-	90	ANGUS	DRIVE	FAILFORD
2	-	82	ANGUS	DRIVE	FAILFORD

ENDORSEMENT by

HOZCOLE PTY LIMITED (ACN 161 842 066)

in accordance with Section 127 of the Corporations Act:

.....

DIRECTOR

.....

SECRETARY

.....

NAME (Print)

.....

NAME (Print)

Surveyor's Reference: 11031SP

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

(Sheet 1 of 2 sheets)

Plan:

Plan of subdivision of lot 405 in
D.P. 1244116 covered by
Subdivision Certificate No.:
Dated:

Full Name and Address of the Registered Proprietor of the Land:

HOZCOLE Pty Limited
ACN 161 842 066
44 Gordon Street
PORT MACQUARIE NSW 2444

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1.	Right of Footway 1 Wide	2	1

PART 2 (Terms)

TERMS OF THE RIGHT OF FOOTWAY NUMBERED 1 IN THE PLAN

Terms of Right of Footway as per Part 2 Schedule 8 of the Conveyancing Act 1919 as amended.

NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE RIGHT OF FOOTWAY NUMBERED 1 IN THE PLAN

Lot 1 with the approval of Lot 2

Plan:

Plan of **subdivision of lot 5 in**
D.P. 1237155 covered by
Subdivision Certificate No.:
Dated:

ENDORSEMENT by

HOZCOLE PTY LIMITED (ACN 161 842 066)
in accordance with Section 127 of the Corporations Act:

.....
DIRECTOR

.....
SECRETARY

.....
NAME (Print)

.....
NAME (Print)

Approved Form 7	Strata Plan By-laws	Sheet 1 of 8 sheets
Registered:	Office Use Only	Office Use Only

Instrument setting out the terms of by-laws to be created upon registration of the strata plan.

1 Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property, or permit a motor vehicle to be parked or stood on common property, except with the prior written approval of the owners corporation or as permitted by a sign authorised by the owners corporation.

2 Changes to common property

(1) An owner or person authorised by an owner may install, without the consent of the owners corporation:

(a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or

(b) any screen or other device to prevent entry of animals or insects on the lot, or

(c) any structure or device to prevent harm to children.

(2) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.

(3) Clause (1) does not apply to the installation of any thing that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.

(4) The owner of a lot must:

(a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (1) that forms part of the common property and that services the lot, and

(b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (1) that forms part of the common property and that services the lot.

3 Damage to lawns and plants on common property

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation:

Approved Form 7	Strata Plan By-laws	Sheet 2 of 8 sheets
Registered:	Office Use Only	Office Use Only

(a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or

(b) use for his or her own purposes as a garden any portion of the common property.

4 Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.

5 Keeping of animals

(1) An owner or occupier of a lot may keep an animal on the lot, if the owner or occupier gives the owners corporation written notice that it is being kept on the lot.

(2) The notice must be given not later than 14 days after the animal commences to be kept on the lot.

(3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must:

(a) keep the animal within the lot, and

(b) supervise the animal when it is on the common property, and

(c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.

6 Noise

An owner or occupier of a lot, or any invitee of an owner or occupier of a lot, must not create any noise on a lot or the common property likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

7 Behaviour of owners, occupiers and invitees

(1) An owner or occupier of a lot, or any invitee of an owner or occupier of a lot, when on common property must be adequately clothed and must not use language or behave in a

Approved Form 7	Strata Plan By-laws	Sheet 3 of 8 sheets
Registered:	Office Use Only	Office Use Only

manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

(2) An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier:

(a) do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property, and

(b) without limiting paragraph (a), that invitees comply with clause (1).

8 Children playing on common property

(1) Any child for whom an owner or occupier of a lot is responsible may play on any area of the common property that is designated by the owners corporation for that purpose but may only use an area designated for swimming while under adult supervision.

(2) An owner or occupier of a lot must not permit any child for whom the owner or occupier is responsible, unless accompanied by an adult exercising effective control, to be or remain on common property that is a laundry, car parking area or other area of possible danger or hazard to children.

9 Smoke penetration

(1) An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.

(2) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

10 Preservation of fire safety

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.

Approved Form 7	Strata Plan By-laws	Sheet 4 of 8 sheets
Registered:	Office Use Only	Office Use Only

11 Storage of inflammable liquids and other substances and materials

(1) An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

(2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

12 Appearance of lot

(1) The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

(2) This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 14.

13 Cleaning windows and doors

(1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.

(2) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

14 Hanging out of washing

(1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. The washing may only be hung for a reasonable period.

(2) An owner or occupier of a lot may hang washing on any part of the lot other than over the balcony railings. The washing may only be hung for a reasonable period.

Approved Form 7	Strata Plan By-laws	Sheet 5 of 8 sheets
Registered:	Office Use Only	Office Use Only

(3) In this by-law:

"washing" includes any clothing, towel, bedding or other article of a similar type.

15 Disposal of waste-bins for individual lots [applicable where individual lots have bins]

(1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.

(2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).

(3) An owner or occupier must:

(a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and

(b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.

(4) An owner or occupier of a lot must maintain bins for waste within the lot, or on any part of the common property that is authorised by the owners corporation, in clean and dry condition and appropriately covered.

(5) An owner or occupier of a lot must not place any thing in the bins of the owner or occupier of any other lot except with the permission of that owner or occupier.

(6) An owner or occupier of a lot must place the bins within an area designated for collection by the owners corporation not more than 12 hours before the time at which waste is normally collected and, when the waste has been collected, must promptly return the bins to the lot or other area authorised for the bins.

(7) An owner or occupier of a lot must notify the local council of any loss of, or damage to, bins provided by the local council for waste.

(8) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.

Approved Form 7	Strata Plan By-laws	Sheet 6 of 8 sheets
Registered:	Office Use Only	Office Use Only

(9) In this by-law:

"**bin**" includes any receptacle for waste.

"**waste**" includes garbage and recyclable material.

16 Disposal of waste-shared bins [applicable where bins are shared by lots]

(1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.

(2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).

(3) An owner or occupier must:

(a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and

(b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.

(4) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.

(5) In this by-law:

"**bin**" includes any receptacle for waste.

"**waste**" includes garbage and recyclable material.

17 Change in use or occupation of lot to be notified

(1) An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.

Approved Form 7		Strata Plan By-laws	Sheet 7 of 8 sheets
Registered:		Office Use Only	Office Use Only

(2) Without limiting clause (1), the following changes of use must be notified:

(a) a change that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes),

(b) a change to the use of a lot for short-term or holiday letting.

(3) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

18 Compliance with planning and other requirements

(1) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.

(2) The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

19 Minor Renovations

The Owners Corporation in accordance with Section 110 (6)(b) of the Strata Schemes Management Act 2015 delegates the authority to approve Minor Renovations to the Strata Committee.

Approved Form 7	Strata Plan By-laws	Sheet 8 of 8 sheets
Registered:	Office Use Only	Office Use Only

ENDORSEMENT by

HOZCOLE PTY LIMITED (ACN 161 842 066)

in accordance with Section 127 of the Corporations Act:

.....

DIRECTOR

SECRETARY

.....

NAME (Print)

NAME (Print)



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 405/1244116

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
29/7/2019	2:20 PM	1	28/6/2018

LAND

LOT 405 IN DEPOSITED PLAN 1244116
AT FAILFORD
LOCAL GOVERNMENT AREA MID-COAST
PARISH OF TUNCURRY COUNTY OF GLOUCESTER
TITLE DIAGRAM DP1244116

FIRST SCHEDULE

HOZCOLE PTY LIMITED

SECOND SCHEDULE (7 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 DRAINAGE OF WATER VARIABLE WIDTH
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
- 7 DP1244116 RESTRICTION(S) ON THE USE OF LAND

NOTATIONS

UNREGISTERED DEALINGS: SP99911.

*** END OF SEARCH ***

PLAN FORM 2

DP1244116

WARNING: CEASING OR FOLDING WILL LEAD TO REFLECTION

DP1244116

SHEET 1 OF 2 SHEETS

NAME	DATA COORDINATE	CLASS	METHOD	STATE
PM 12413	446271.00	D	FROM SCIMS	FOUND
PM 12405	448120.98	D	FROM SCIMS	FOUND
PM 12410	447291.23	D	FROM SCIMS	FOUND
PM 12411	447291.43	D	FROM SCIMS	FOUND
PM 12412	446480.88	D	FROM SCIMS	FOUND
PM 12417	446479.74	D	FROM SCIMS	FOUND
DATE OF SCIMS	COORDINATES 19-01-2018	MEASUREMENT SCALE	FACTOR 0.995627	

SURVEYOR
 NAME: GREGORY ALAN CRISP
 DATE: 4.05.18
 Reference: F915-5209-28

SUBDIVISION OF LOT 300 DP 1240775

LOC: MID-COAST
 Locality: FAIRFORD
 Reduction Ratio: 1:1500
 Lengths are in metres

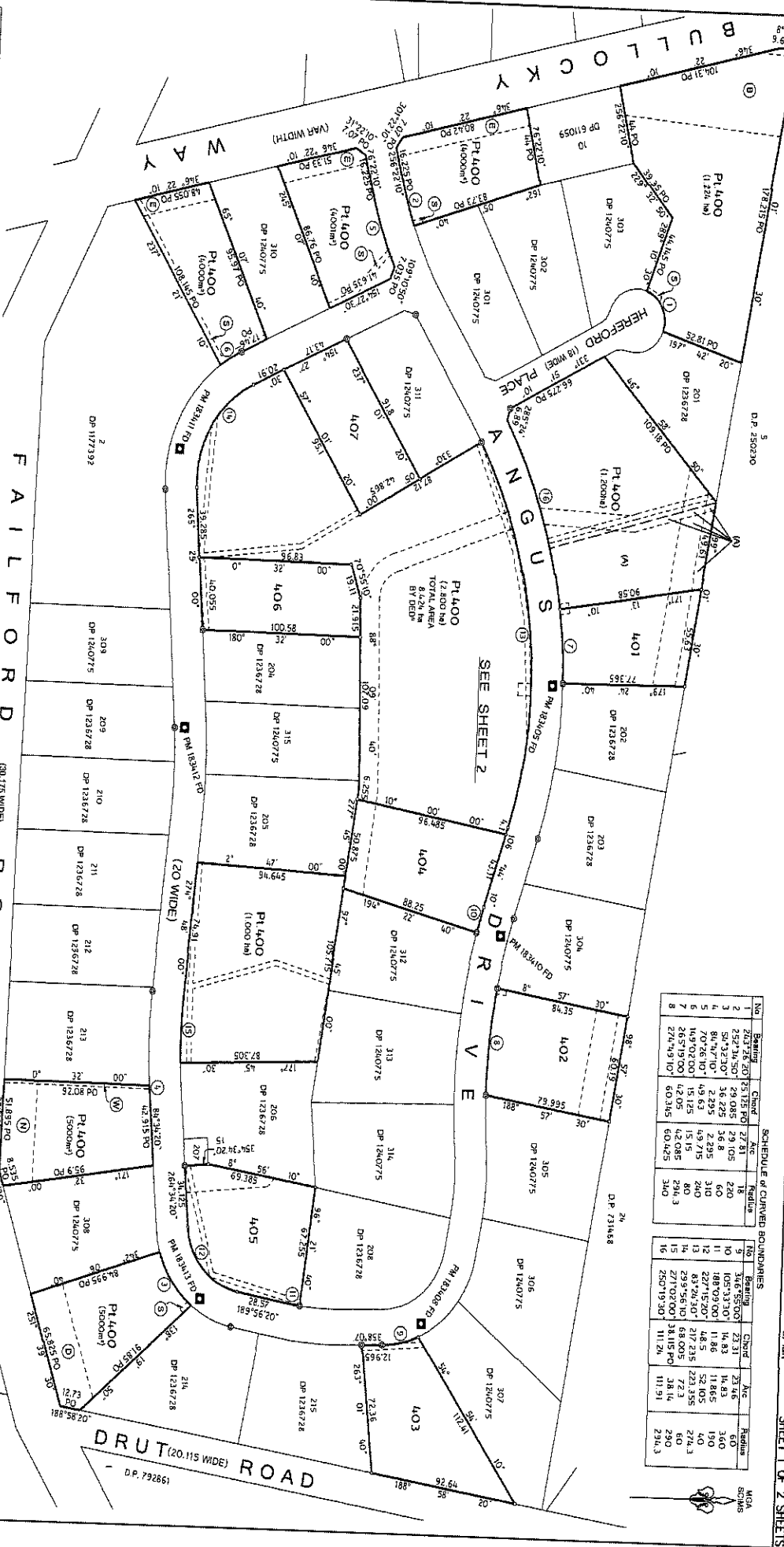
REGISTERED

28.06.2018

DP1244116

- (A) BENEFIT OF EASEMENT FOR FIRE TRAIL AND LINK ACCESS 6 WIDE (DP1236728)
 BENEFIT BY EASEMENT FOR FIRE TRAIL AND LINK ACCESS 9 WIDE (DP1236728)
 (B) EASEMENT FOR OVERHEAD POWERLINES 10 WIDE (DP1236728)
 (C) EASEMENT FOR OVERHEAD POWERLINES 10 WIDE (DP1236728)
 (D) EASEMENT FOR OVERHEAD POWERLINES 10 WIDE (DP1236728)
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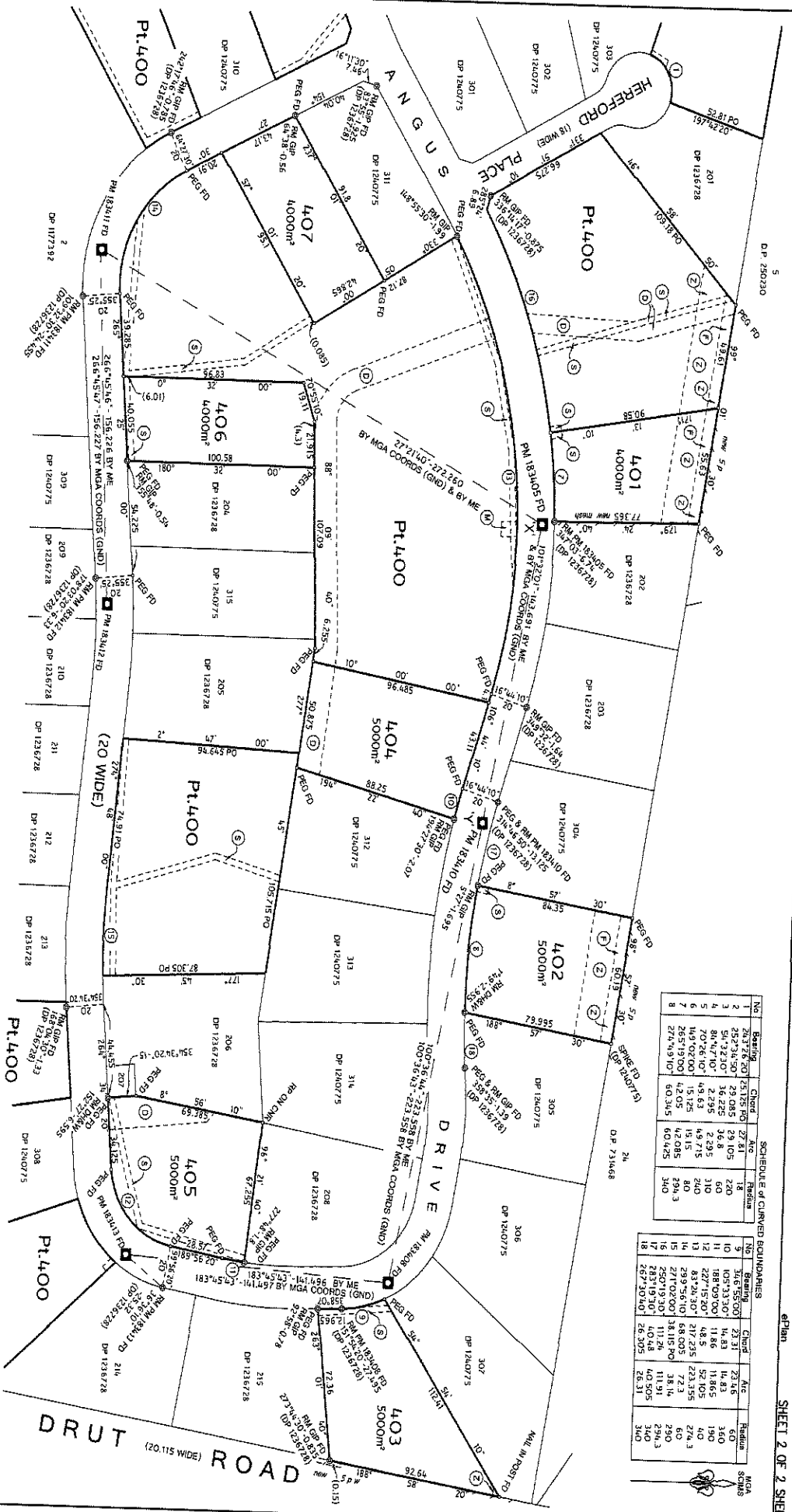
No	Bearing	Chord	Area	Radius
1	267°26'20"	25.125 PO	27.81	18
2	259°24'50"	29.085	29.105	60
3	252°20'10"	36.225	36.8	118.8
4	245°15'10"	43.365	43.95	180
5	238°10'10"	50.505	51.1	240
6	231°05'10"	57.645	58.25	300
7	224°00'10"	64.785	65.4	360
8	217°00'10"	71.925	72.6	420
9	210°00'10"	79.065	79.7	480
10	203°00'10"	86.205	86.9	540
11	196°00'10"	93.345	94.05	600
12	189°00'10"	100.485	101.2	660
13	182°00'10"	107.625	108.4	720
14	175°00'10"	114.765	115.6	780
15	168°00'10"	121.905	122.8	840
16	161°00'10"	129.045	129.9	900
17	154°00'10"	136.185	137.0	960
18	147°00'10"	143.325	144.2	1020
19	140°00'10"	150.465	151.3	1080
20	133°00'10"	157.605	158.5	1140
21	126°00'10"	164.745	165.7	1200
22	119°00'10"	171.885	172.9	1260
23	112°00'10"	179.025	179.9	1320
24	105°00'10"	186.165	187.1	1380
25	98°00'10"	193.305	194.2	1440
26	91°00'10"	200.445	201.3	1500
27	84°00'10"	207.585	208.4	1560
28	77°00'10"	214.725	215.5	1620
29	70°00'10"	221.865	222.6	1680
30	63°00'10"	229.005	229.7	1740
31	56°00'10"	236.145	236.8	1800
32	49°00'10"	243.285	243.9	1860
33	42°00'10"	250.425	251.0	1920
34	35°00'10"	257.565	258.1	1980
35	28°00'10"	264.705	265.2	2040
36	21°00'10"	271.845	272.3	2100
37	14°00'10"	278.985	279.4	2160
38	7°00'10"	286.125	286.5	2220
39	0°00'10"	293.265	293.6	2280
40	330°00'10"	300.405	300.7	2340
41	323°00'10"	307.545	307.8	2400
42	316°00'10"	314.685	314.9	2460
43	309°00'10"	321.825	322.0	2520
44	302°00'10"	328.965	329.1	2580
45	295°00'10"	336.105	336.2	2640
46	288°00'10"	343.245	343.3	2700
47	281°00'10"	350.385	350.4	2760
48	274°00'10"	357.525	357.5	2820
49	267°00'10"	364.665	364.6	2880
50	260°00'10"	371.805	371.7	2940

No	Bearing	Chord	Area	Radius
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48	274°00'10"	357.525	357.5	2820
49	267°00'10"	364.665	364.6	2880
50	260°00'10"	371.805	371.7	2940

PLAN FORM 2

WARNING:CREASING OR FOLDING WILL LEAD TO REFLECTION

Sheet 2 of 2 SHEETS



SCHEDULE OF CURVED BOUNDARIES

No.	Bearing	Chord	Radius
1	26° 28' 20"	25.125	27.81
2	26° 28' 20"	25.125	27.81
3	105° 33' 30"	14.83	14.83
4	88° 47' 10"	2.73	2.73
5	70° 26' 10"	4.93	4.93
6	149° 02' 00"	15.125	15.125
7	265° 19' 00"	42.05	42.05
8	274° 48' 10"	60.345	60.425
9	274° 48' 10"	60.345	60.425
10	267° 30' 40"	26.305	26.31

SCHEDULE OF CURVED BOUNDARIES

No.	Bearing	Chord	Radius
10	105° 33' 30"	14.83	14.83
11	88° 47' 10"	2.73	2.73
12	70° 26' 10"	4.93	4.93
13	149° 02' 00"	15.125	15.125
14	265° 19' 00"	42.05	42.05
15	274° 48' 10"	60.345	60.425
16	267° 30' 40"	26.305	26.31
17	267° 30' 40"	26.305	26.31
18	267° 30' 40"	26.305	26.31

- ① EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION 7' WIDE (DP1236728)
- ② EASEMENT FOR ASSET PROTECTION ZONE 20' WIDE (DP1236728)
- ③ EASEMENT FOR FIRE TRAIL AND LINK ACCESS 6' WIDE (DP1236728)
- ④ EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (DP1236728)
- ⑤ EASEMENT FOR DRAINAGE OF SERVICE 3' WIDE & VARIABLE (DP1236728)


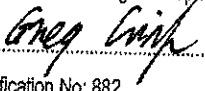
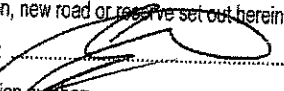
SURVEYOR
 GREGORY ALAN CRISP
 Name: GREGORY ALAN CRISP
 Date: 4.05.18
 Reference: F515-5209-28

HEADING
 SUBDIVISION OF LOT 300 DP 1240775

LOC: MID-COAST
 Locality: FAIRFORD
 Reduction Ratio: 1:1250
 Lengths are in metres

REGISTERED
 28.06.2018

DP1244116

PLAN FORM 6 (2017)		DEPOSITED PLAN ADMINISTRATION SHEET	ePlan Sheet 1 of 2 sheet(s)
Registered:  28.06.2018 Title System: TORRENS		Office Use Only DP1244116 Office Use Only	
PLAN OF SUBDIVISION OF LOT 300 DP1240775		LGA: MID-COAST Locality: FAILFORD Parish: TUNCURRY County: GLOUCESTER	
Survey Certificate I, GREGORY ALAN CRISP of McGLASHAN AND CRISP PTY LTD, 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 400 and Lots 401 to 407 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, 4 May 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: 4/5/18 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: Subdivision Certificate I, <u>Gary Mead</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>07 June 2018</u> Subdivision Certificate number: <u>30/2018</u> File number: <u>DA-40/2011</u> *Strike through if inapplicable.	
Plans used in the preparation of survey/compilation. DP1236728 DP1240775		Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.	
Surveyor's Reference: F515-5209-2B		Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	

ePlan

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:

DP1244116


Plan of Subdivision of
Lot 300 in DP1240775 covered by
Subdivision Certificate No 30/2018
Dated: 07 JUNE 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	402, 403, 404, 405 & 406	Mid-Coast Council
2	Positive Covenant	401 & 402	Every other Lot



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:

DP1244116

Plan of Subdivision of
Lot 300 in DP1240775 covered by
Subdivision Certificate No 30/2018
Dated: 07 JUNE 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.

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

Mid-Coast Council



ePlan

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:

DP1244116

Plan of Subdivision of
Lot 300 in DP1240775 covered by
Subdivision Certificate No 30/2018
Dated: 07 JUNE 2018

Executed by HOZCOLE PTY LIMITED ACN 161 842 066 by:

Director

Name

[Signature]
JOHN RICHARD HOSWELL

Secretary

[Signature]
STEPHEN FRANCIS COLEMAN

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

Name of Delegate

[Signature]
SARY MEAD

Signature of Delegate

[Signature]

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

Full Name of Witness

Address of Witness

Naomi Leanne Reeves

Cl- MCC, PO Box 459, Forster NSW

Signature of Witness

2428

[Signature]

REGISTERED



28.06.2018

**PROPERTY
VEGETATION
PLAN**New South Wales
Section 31
Native Vegetation Act 2003**AG696247A**

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

(A) TORRENS TITLE

11/611059, 2/1156874,

(B) LODGED BYDocument
Collection
BoxHunter-Central Rivers Catchment Management Authority
Private Bag 2010 Paterson
NSW 2421

lw

Reference:

CODE

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:

Name of witness:

GLEN LYONS

Signature of authorised officer:

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 ~~184P 00145~~ over 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

26-11-2011

Ethel Alice Coleman, Director/Secretary

Telpoj Pty Ltd

Signature

Date

28/11-2011

Fiona Marshall

General Manager of the Hunter-Central Rivers Catchment Management Authority

Delegate of the Minister for Climate Change and the Environment

Signature

Date

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.

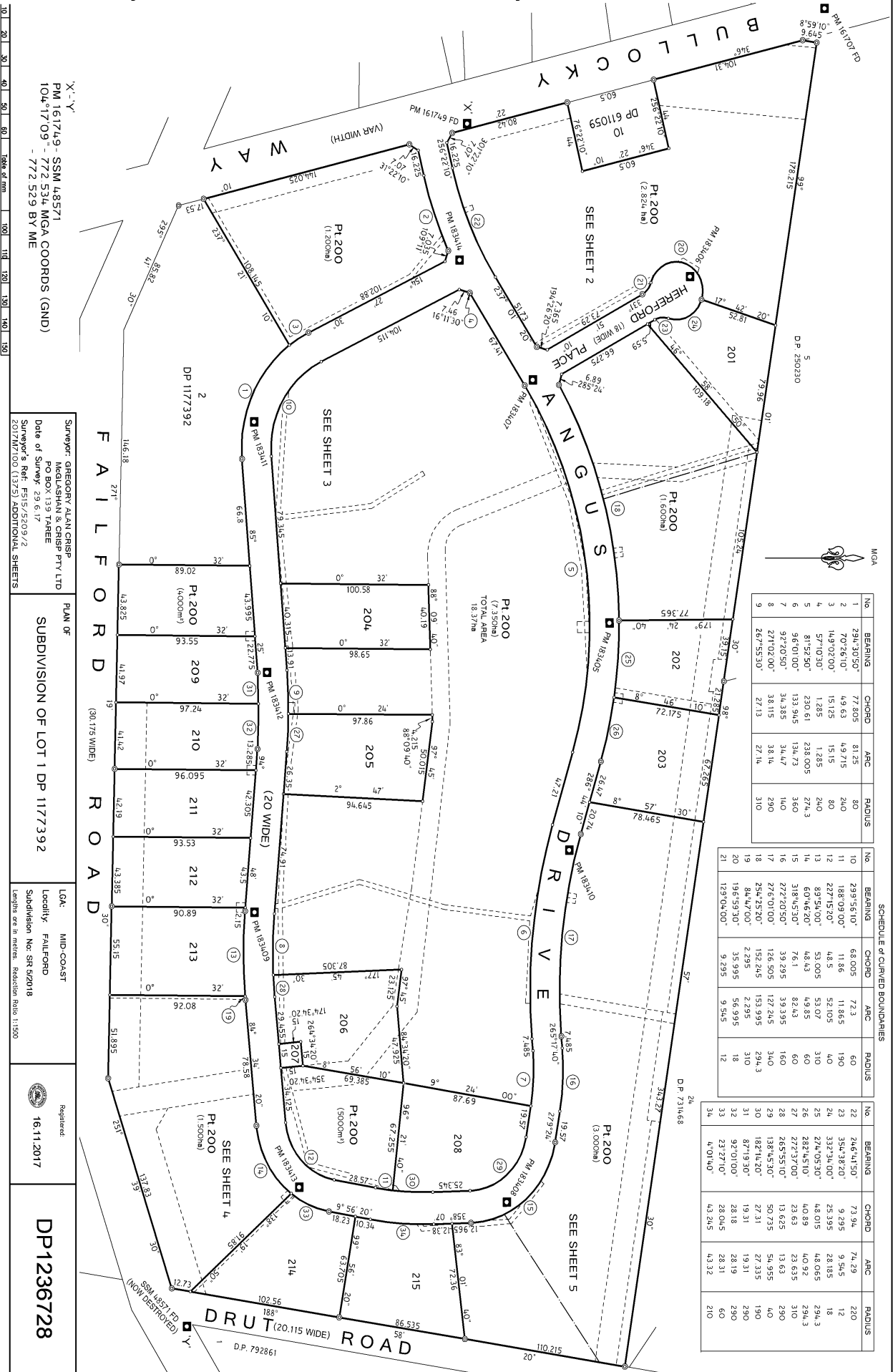
2

PLAN FORM 2

DP1236728

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

Sheet 1 of 5 sheets



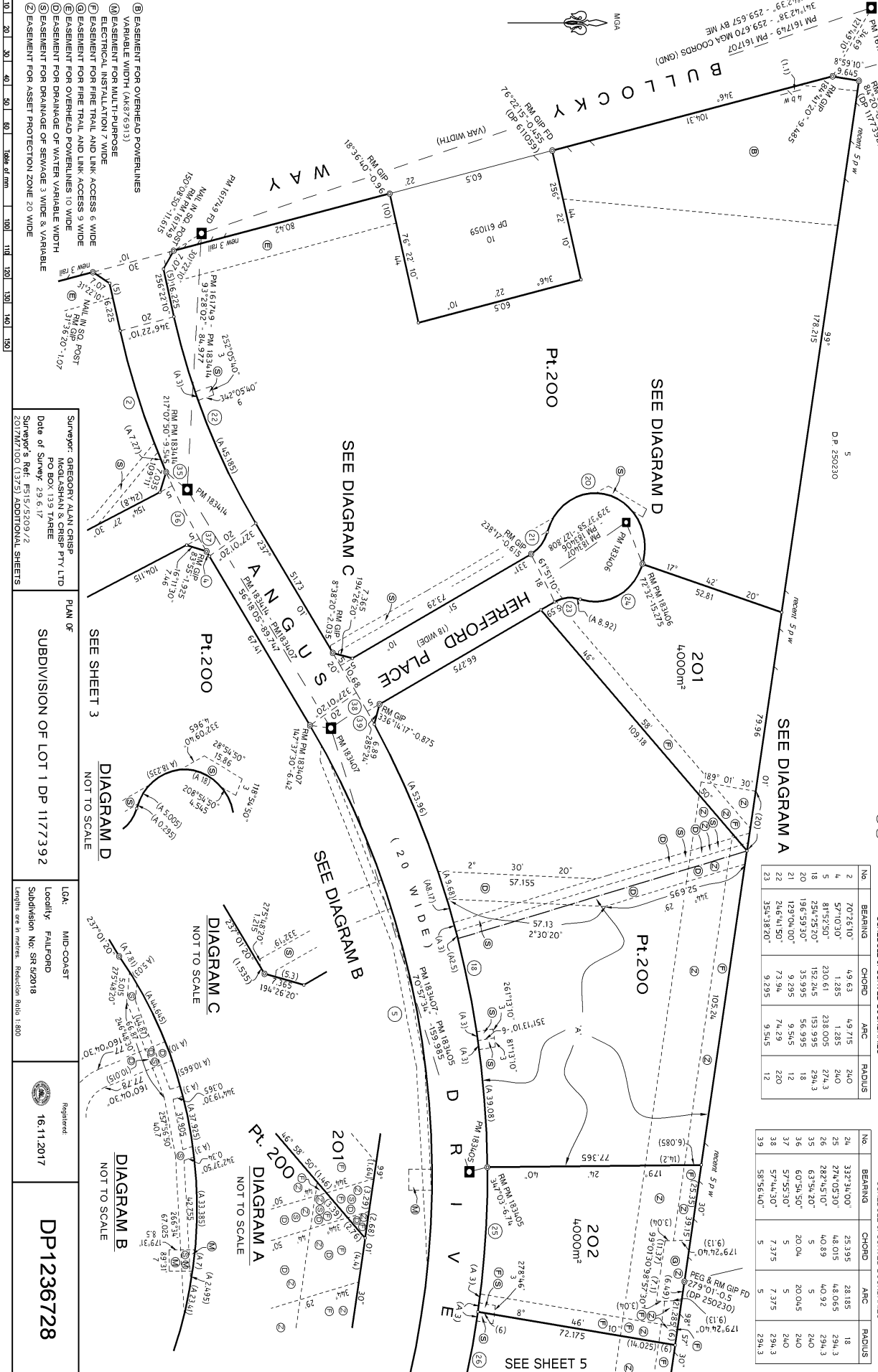
PLAN FORM 2

DP1236728

WARNING: CREATING OR FOLDING WILL LEAD TO REFLECTION

Sheet 2 of 5 sheets

A. DENOTES PART OF LOT 200 BENEFITTED BY EASEMENT FOR FIRE TRAIL AND LINK ACCESS. DENOTED (E)



Surveyor: GREGORY ALAN CRISP PO BOX 139 TAREE Date of Survey: 29.6.17 Surveyor's Ref: F315/5209/2 2017M7100 (1375) ADDITIONAL SHEETS	PLAN OF SUBDIVISION OF LOT 1 DP 1177392	LGA: MID-COAST Locality: FAIRFORD Subdivision No: SR 5/2018	Registered: 16.11.2017	DP1236728
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PLAN FORM 2

DP1236728

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 3 of 5 sheets

MGA

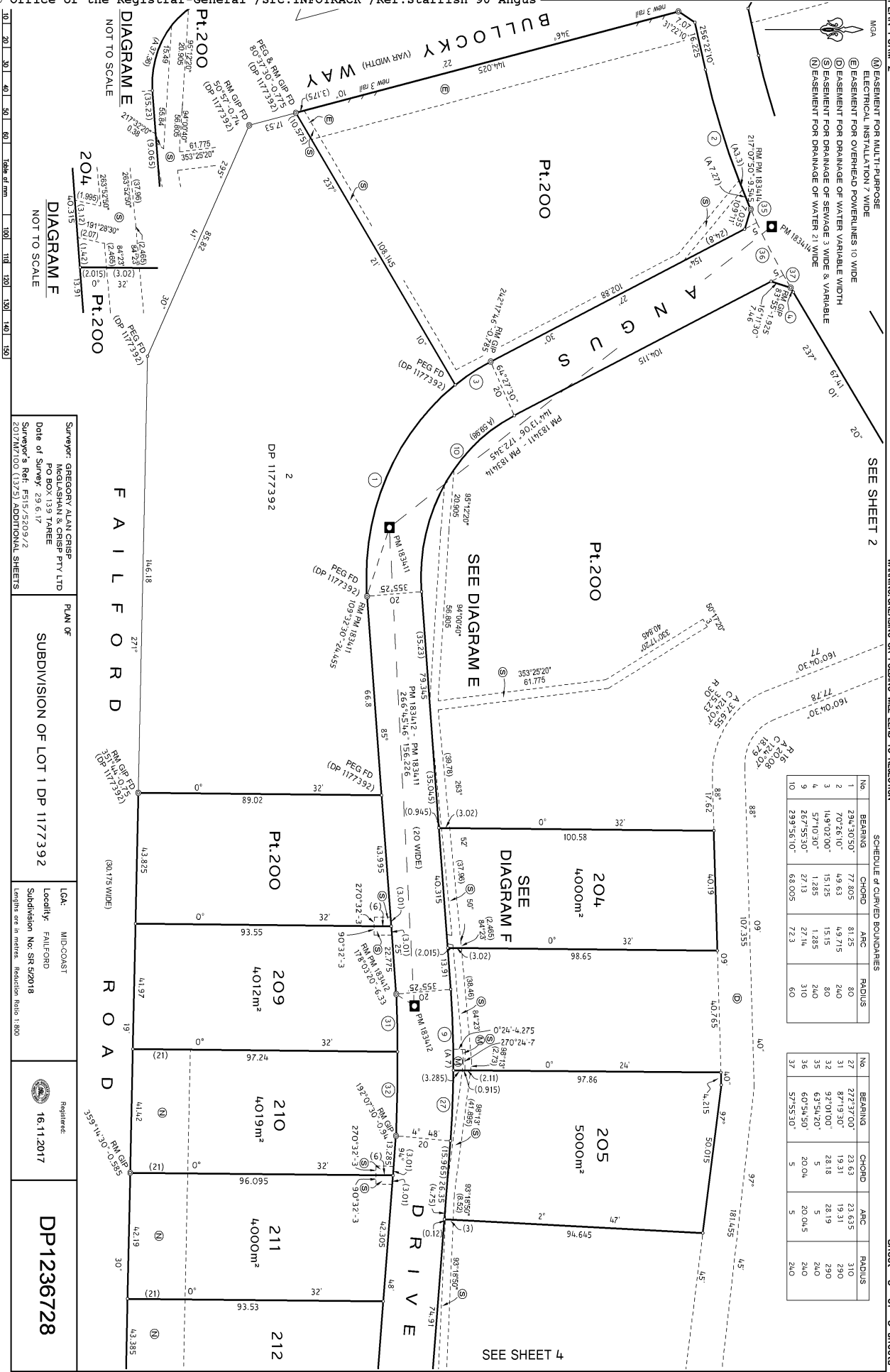
- (M) EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION / WIDE
- (E) EASEMENT FOR OVERHEAD POWERLINES 10 WIDE
- (D) EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH
- (S) EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE & VARIABLE
- (N) EASEMENT FOR DRAINAGE OF WATER 21 WIDE

SEE SHEET 2

SCHEDULE OF CURVED BOUNDARIES

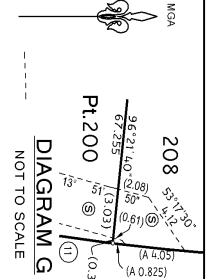
No	BEARING	CHORD	ARC	RADIUS
1	294.30.50"	77.805	81.25	80
2	70°26'10"	4.9.63	4.9.715	240
3	149.02.00"	15.125	15.15	80
4	57°10.30"	1.285	1.285	240
9	267°55.30"	27.13	27.14	310
10	299°56.10"	68.005	72.3	60

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	63°54'20"	5	5	240
36	60°54'30"	20.04	20.045	240
37	57°55'30"	5	5	240

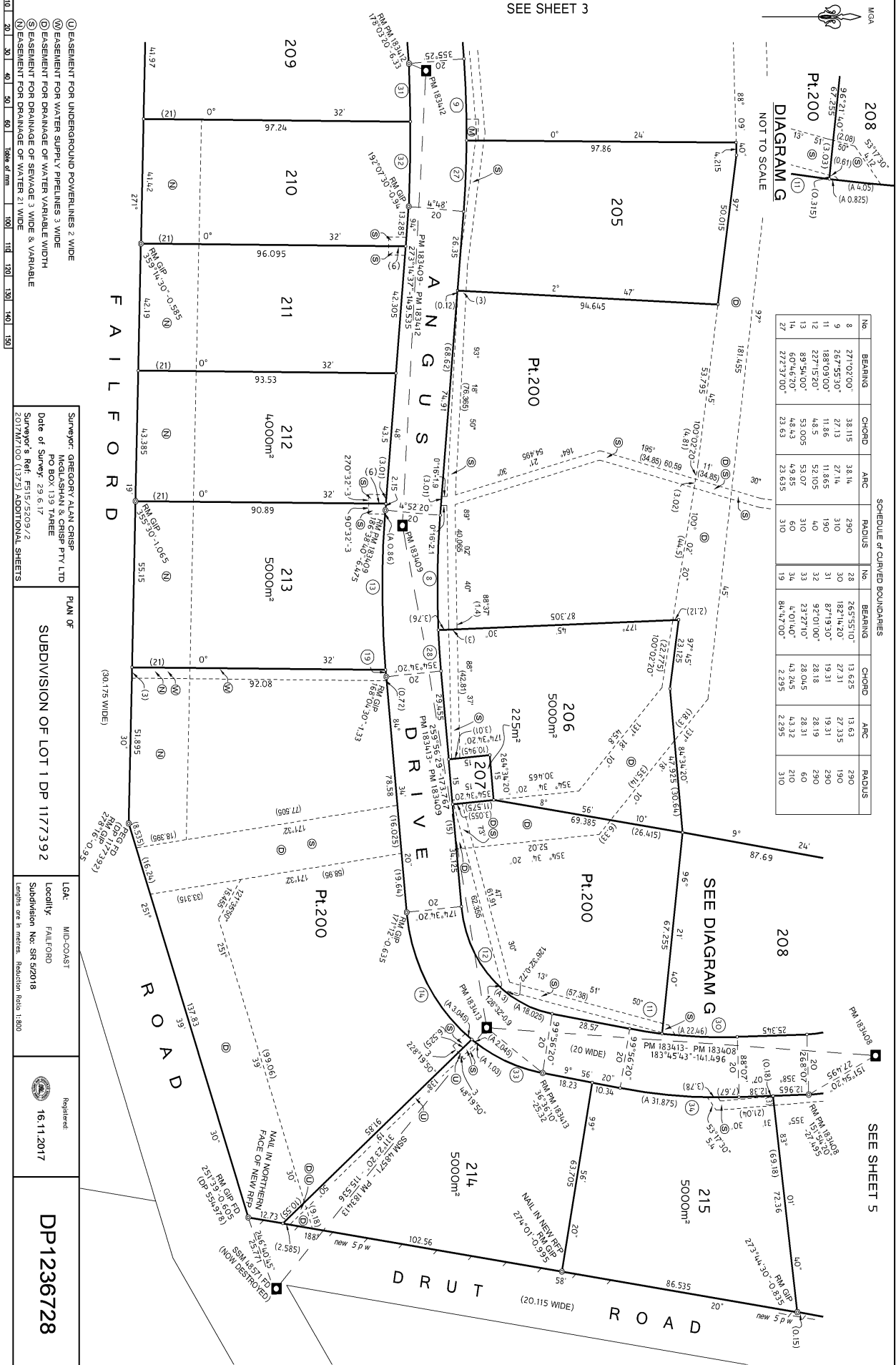


Surveyor: GREGORY ALAN CRISP PO BOX 139 THREE Date of Survey: 29.6.17 Surveyor's Ref: F515/5209/2 2017/M7/00 (1375) ADDITIONAL SHEETS	PLAN OF SUBDIVISION OF LOT 1 DP 1177392	LCA: MID-COAST Locality: FAIRFORD Subdivision No: SR 52018 Registered: 16.11.2017	DP1236728
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SEE SHEET 3



SCHEDULE OF CURVED BOUNDARIES				SCHEDULE OF CURVED BOUNDARIES			
No.	BEARING	CHORD	ARC	No.	BEARING	CHORD	ARC
8	271°02'00"	38.115	38.114	28	265°55'10"	13.635	13.63
9	267°55'30"	27.13	27.14	29	27°33'5	27.335	27.335
10	188°09'00"	11.86	11.865	30	182°14'20"	19.31	19.31
11	227°15'20"	4.85	52.05	31	87°19'30"	19.31	19.31
12	227°15'20"	53.005	53.07	32	92°01'00"	28.18	28.19
13	89°54'00"	48.43	49.85	33	23°27'10"	28.045	28.31
14	60°46'00"	23.63	23.635	34	4°01'40"	43.245	43.32
27	272°37'00"	310	310	35	2°29'5	2.295	2.295



① EASEMENT FOR UNDERGROUND POWERLINES 2 WIDE	PLAN OF SUBDIVISION OF LOT 1 DP 1177392	L&A: MID-COAST Locality: FAIRFORD Subdivision No: SR 5/2018 Lengths are in metres. Reduction Ratio 1:800	Registered 16.11.2017	DP1236728
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				
⑥ EASEMENT FOR DRAINAGE OF WATER 21 WIDE				
⑦ EASEMENT FOR DRAINAGE OF WATER 21 WIDE				
⑧ EASEMENT FOR DRAINAGE OF WATER 21 WIDE				
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PLAN FORM 2

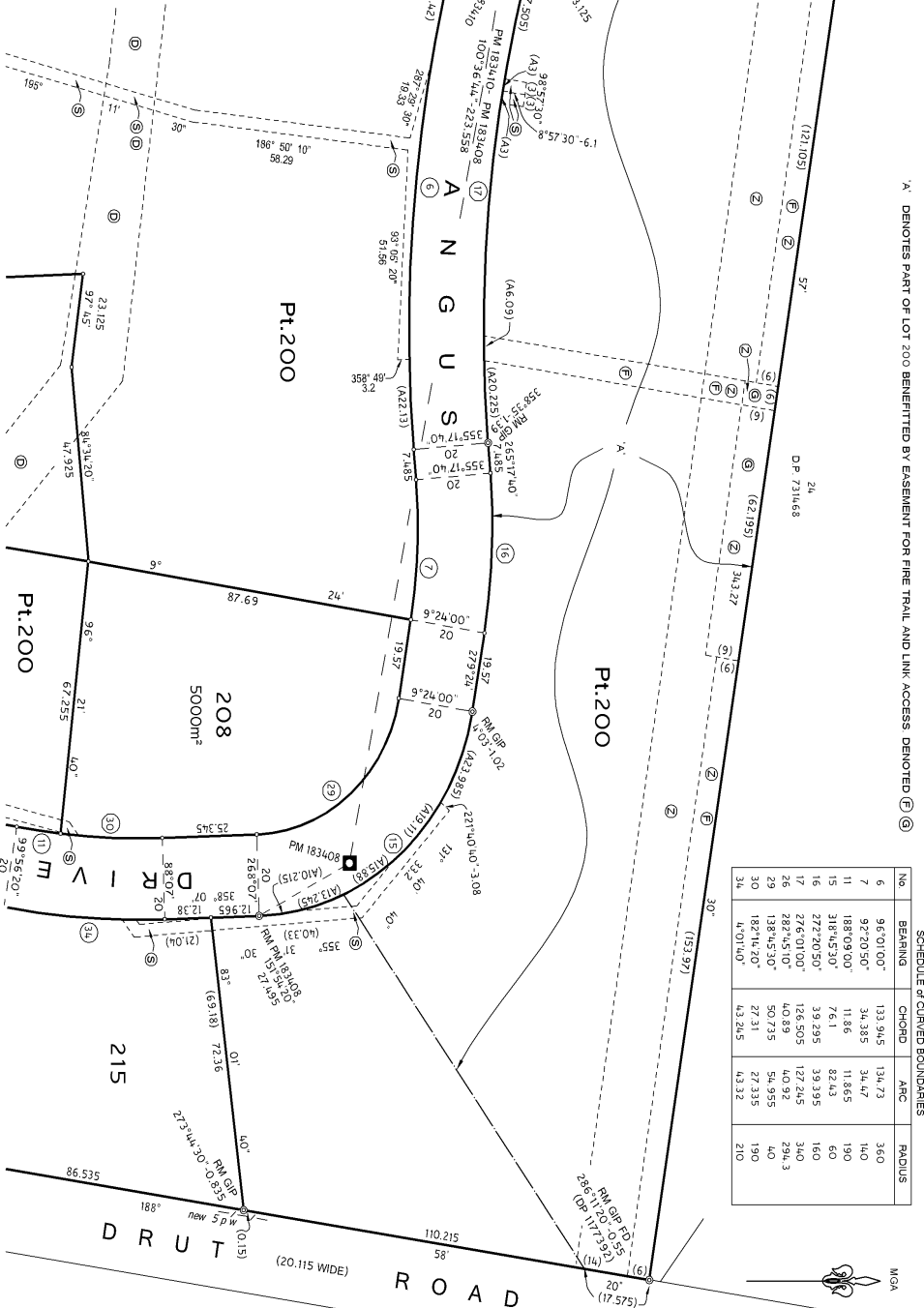
DP1236728

WARNING:CREASING OR FOLDING WILL LEAD TO REFLECTION

Sheet 5 of 5 sheets

SEE SHEET 2

SURVEYING & SPATIAL INFORMATION REGULATION 2012				
CLAUSES 35(1)(b) & 61(2)				
MARK	M & A COORDINATES	CLASSORDER	METHOD	ORIGIN
P.M. 183405	447 894 591	8	2	SCINS
P.M. 183406	447 894 591	8	2	SCINS
P.M. 183407	447 894 591	8	2	SCINS
P.M. 183408	447 894 591	8	2	SCINS
P.M. 183409	447 894 591	8	2	SCINS
P.M. 183410	447 894 591	8	2	SCINS
P.M. 183411	447 894 591	8	2	SCINS
P.M. 183412	447 894 591	8	2	SCINS
P.M. 183413	447 894 591	8	2	SCINS
P.M. 183414	447 894 591	8	2	SCINS
COMBINED SCALE FACTOR 0.999628 ZONE 56				
SOURCE S.C.I.M.S. DATED 1ST AUGUST 2017				



SCHEDULE OF CURVED BOUNDARIES				
No.	BEARING	CHORD	ARC	RADIUS
6	96°01'00"	133.945	134.73	360
7	97°20'50"	34.385	34.47	190
11	188°09'00"	11.86	11.865	190
15	318°45'30"	76.1	82.43	60
16	277°20'50"	39.285	39.395	160
17	276°01'00"	126.505	127.245	360
20	276°01'00"	126.505	127.245	360
29	138°45'30"	50.275	50.555	290.3
30	187°14'30"	27.31	27.335	190
34	4°01'40"	43.245	43.32	210

- (F) EASEMENT FOR FIRE TRAIL AND LINK ACCESS 6 WIDE
- (G) EASEMENT FOR FIRE TRAIL AND LINK ACCESS 3 WIDE
- (H) EASEMENT FOR ASSET PROTECTION ZONE 20 WIDE
- (I) EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH
- (J) EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE & VARIABLE

Surveyor: GREGORY ALAN CRISP
McGLASHAN & CRISP PTY LTD
Date of Survey: 29.6.17
Surveyor's Ref: F515/5209/2
2017/M7100 (1375) ADDITIONAL SHEETS

PLAN OF
SUBDIVISION OF LOT 1 DP 1177392

LGA: MID-COAST
Locality: FAIRFORD
Subdivision No: SR 9/2018
Lengths are in metres. Reduction Ratio 1:800

Registered:
16.11.2017

DP1236728


PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

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>.....</p> <p>*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: <i>[Signature]</i></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 40/2011</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>[Signature]</i></p> <p>John Dougherty 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)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet(s)

Registered:  16.11.2017	Office Use Only <div style="text-align: center; font-size: 2em; font-weight: bold;">DP1236728</div>
PLAN OF SUBDIVISION OF LOT 1 DP1177392	Office Use Only
Subdivision Certificate number: <u>SR5/2018</u> Date of Endorsement: <u>6-10-17</u>	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 2012</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.

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

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

If space is insufficient use additional annexure sheet

Surveyor's Reference: F515/5209/2


PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet(s)

<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: 2em; 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) <i>SSI Regulation 2012</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.
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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

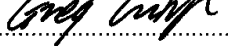
Sheet 4 of 4 sheet(s)

Registered:  16.11.2017	Office Use Only
PLAN OF SUBDIVISION OF LOT 1 DP1177392	DP1236728
Subdivision Certificate number: <u>SR 5-2018</u> Date of Endorsement: <u>6/10/17</u>	Office Use Only 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 2012</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.

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

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

Plan: DP1236728

(Sheet 2 of 12 sheets)

Plan of Subdivision of
 Lot 1 in DP1177392 covered by
 Subdivision Certificate No **SR5/2018**
 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

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ePlan

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

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

(Sheet 4 of 12 sheets)

Plan: DP1236728

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

- b. do anything reasonably necessary for that purpose, including:
- entering the lot burdened using the most practical route (with or without vehicles, plant, equipment and materials) at all reasonable times (and at any time in the event of an emergency), and
 - installing its own gates, locks, roads, tracks, bridges and other means of access on to the lot burdened, and
 - taking anything on to the lot burdened, and
 - opening the soil of the easement site to such extent as may be necessary, and
 - using any existing line of pipes, and
 - carrying out works, such as constructing, placing, repairing or maintaining pipes and/or equipment, and
 - trimming or removing any vegetation from the lot burdened that could destroy, damage or interfere with any installation or equipment of the Council, or could prevent reasonable access to the easement site, and
 - removing any unauthorised encroachments from the easement site and recovering the costs of carrying out the removal work and repairing any damage to the equipment by the unauthorised encroachment, and
 - remaining on the easement site for any reasonable time.

2. In exercising these powers, the Council must:

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

3. The landowner agrees that it will not:

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

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

4. The following definitions apply:

- 4.1 "the Council" means Mid-Coast Council its successors and assigns (which may exercise its rights by any persons authorised by it).

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

(Sheet 5 of 12 sheets)

Plan: DP1236728

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

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

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

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

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

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

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

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

1. The Council may:

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

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

(Sheet 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

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

(Sheet 7 of 12 sheets)

Plan: DP1236728

Plan of Subdivision of
Lot 1 in DP1177392 covered by
Subdivision Certificate No **SP512018**
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.

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

(Sheet 8 of 12 sheets)

Plan: DP1236728

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

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

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

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

- a) The installation of a 10,000 litre rainwater tank for re-use including toilet flushing, laundry and outdoor tap with maintenance to be the responsibility of the Registered Proprietor. All taps connected to the rainwater tanks are to be identified as 'Rainwater' with a sign complying with AS1319.
- b) The installation of a bio-retention raingarden of minimum 17.5m² 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

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

(Sheet 9 of 12 sheets)

Plan: DP1236728

Plan of Subdivision of
Lot 1 in DP1177392 covered by
Subdivision Certificate No **S25/2018**
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.

GA

ePlan

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.

GA

ePlan

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 11 of 12 sheets)

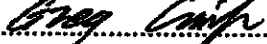
Plan: **DP1236728**

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

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

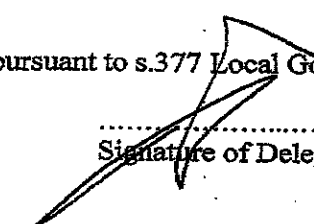
Signature of Attorney: 
Name of Attorney: John Richard Hoswell

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

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

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


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


Signature of Delegate

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

Paula Sciacca
Full Name of Witness
c/- Breese Pde, Forster
Address of Witness


Signature of Witness

 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

Martin English
.....
Name of Witness

8 Miller Street, Port Macquarie
.....
Address of Witness

.....
Signature of Attorney

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

8 Miller Street Port Macquarie
.....
Address of Attorney

REGISTERED



16.11.2017

WAL



MIDCOAST
council

PO Box 482
Taree NSW 2430

20 June 2019

Ref: DA2018/0734
Property ID: 52242
Enquiries: Kylie De Fina

CERTIFICATE OF ATTAINMENT for OCCUPATION

Issued in accordance with Section 64 & 68 of the Local Government Act 1993 and Division 5, Part 2, Chapter 6 of the Water Management Act 2000.

APPLICATION NO: DA2018/0734
PROPERTY ID: 52242
APPLICANT: Starfish Earrings Pty Ltd
DEVELOPMENT PROPOSAL: Strata Units x 2
PROPERTY DETAILS: 90 Angus Dr FAILFORD NSW 2430
Lot 405 DP 1244116
OWNER DETAILS: Hozcole Pty Ltd
ISSUE DATE: 20/06/2019

The provision of all water and sewer services associated with MidCoast Council has been completed and all outstanding issues have been cleared. MidCoast Council authorises the release of the Certificate of Attainment for the development.

Kylie De Fina
Customer Service Officer



MIDCOAST
council

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

PLANNING CERTIFICATE

Section 149
Environmental Planning & Assessment Act 1979

Cert No.	1061 / 2018
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Applicant

BRIAN HAYNE SOLICITOR
PO Box 550
FORSTER NSW 2428

Receipt No. : 1887765
Date of Issue : 29 November 2017
Ref : BH:131200

Property Key : 39973

Property Description

Lot 200 Angus Drive, FAILFORD NSW 2430
Lot 200 DP 1236728

Owner (as recorded by Council):

HOZCOLE PTY LTD*
4/2 Little St
FORSTER NSW 2428

A — Advice provided in accordance with Section 149(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.

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

DRAFT SEPP	COASTAL MANAGEMENT 2016 (WHOLE OF LOT)
SEPP	SENIORS HOUSING etc.
SEPP	STATE ENVIRONMENTAL PLANNING POLICY (INTEGRATION AND REPEALS) 2016
SEPP NO. 4	DEVELOPMENT WITHOUT CONSENT AND MISCELLANEOUS EXEMPT AND COMPLYING DEVELOPMENT
SEPP NO. 6	NUMBER OF STOREYS IN A BUILDING
SEPP NO. 21	CARAVAN PARKS
SEPP NO. 22	SHOPS AND COMMERCIAL PREMISES
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 FLAT 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
DRAFT SEPP	(APPLICATION OF DEVELOPMENT STANDARDS) 2004
DRAFT SEPP 65	(AMENDMENT) DESIGN QUALITY OF RESIDENTIAL FLAT DEVELOPMENT
DRAFT SEPP	(INFRASTRUCTURE) AMENDMENT (REVIEW) 2016

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

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

4. Coastal protection

Section 38 or 39 of the Coastal Protection Act 1979 are not applicable. This information is provided to the extent that council has been notified by a relevant government authority.

4A Certain information relating to beaches and coasts

The land is not affected

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. Biobanking agreements

No biobanking agreements apply to the land

11. Bush fire prone land

Yes the land is Bush Fire Prone Land (Part only)

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

Not applicable. Part 3A of the EP&A act has been repealed

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

No Site Compatibility Certificate for Infrastructure 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

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.