

Contract for the sale and purchase of land 2018 edition

TERM
MEANING OF TERM
 Vendor's Agent **JKL Real Estate**
PO Box 666
Forster NSW 2428

Co-agent

Vendor **Janine Jullienne**
1/9 Oriana Close, Forster NSW 2428

NSW Duty:

Phone **6554 8717**
 Fax **6555 8664**
 Ref **Karen Hoswell**

Vendor's Solicitor **KEY2 CONVEYANCING**
PO BOX 697
FORSTER NSW 2428
DX7112 FORSTER

Phone **02 6555 8788**
 Fax **02 6555 8763**
 Ref **K8907**
 Email **liz@key2conveyancing.com.au**

Date for completion **refer clause 28** days after the date of this contract (clause 15)

Land (address, plan details and title reference) **1/9 Oriana Close, Forster**
 Unregistered Plan: Lot 1 in an unregistered plan
 which is part of Lot 6137 Plan 1018544 Folio 6137/1018544

Improvements ☒ VACANT POSSESSION ☐ subject to existing tenancies
☐ HOUSE ☒ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space
☐ none ☒ other: villa

Attached copies Documents in the List of Documents as marked or as numbered:
 Other documents:

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

Inclusions ☒ blinds ☒ dishwasher ☒ light fittings ☒ stove
☒ built-in wardrobes ☒ fixed floor coverings ☒ range hood ☐ pool equipment
☒ clothes line ☒ insect screens ☐ solar panels ☒ TV antenna
☐ curtains ☒ other: air conditioner

Exclusions
 Purchaser

Purchaser's solicitor

Phone
 Fax
 Ref
 Email

Price \$
 Deposit \$
 Balance \$ (10% of the price, unless otherwise stated)

Contract Date (if not stated, the date this contract was made)

buyer's agent

Vendor

GST AMOUNT (optional)
 The price includes
 GST of:

Witness

Purchaser

☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

Witness

Choices

vendor agrees to accept a **deposit-bond** (clause 3)
proposed electronic transaction (clause 30)

☐ no ☐ YES
☐ no ☒ YES

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

Land tax is adjustable

☐ NO ☐ yes

GST: Taxable supply

☐ NO ☐ yes in full ☐ yes to an extent

margin scheme will be used in making the taxable supply

☐ NO ☐ yes

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

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

Purchaser must make an RW payment
(residential withholding payment)

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

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

RW payment (residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of RW payment: \$

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

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

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

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land	<input checked="" type="checkbox"/> 32 property certificate for strata common property
<input checked="" type="checkbox"/> 2 plan of the land	<input checked="" type="checkbox"/> 33 plan creating strata common property
<input type="checkbox"/> 3 unregistered plan of the land	<input checked="" type="checkbox"/> 34 strata by-laws
<input type="checkbox"/> 4 plan of land to be subdivided	<input type="checkbox"/> 35 strata development contract or statement
<input type="checkbox"/> 5 document that is to be lodged with a relevant plan	<input type="checkbox"/> 36 strata management statement
<input checked="" type="checkbox"/> 6 section 10.7(2) certificate (Environmental Planning and Assessment Act 1979)	<input type="checkbox"/> 37 strata renewal proposal
<input type="checkbox"/> 7 section 10.7(5) information included in that certificate	<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 checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)	<input type="checkbox"/> 40 property certificate for neighbourhood property
<input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract	<input type="checkbox"/> 41 plan creating neighbourhood property
<input type="checkbox"/> 11 planning agreement	<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
Home Building Act 1989	<input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015
<input type="checkbox"/> 24 insurance certificate	<input type="checkbox"/> 56 information certificate under Community Land Management Act 1989
<input type="checkbox"/> 25 brochure or warning	<input type="checkbox"/> 57 document relevant to off-the-plan sale
<input type="checkbox"/> 26 evidence of alternative indemnity cover	Other
Swimming Pools Act 1992	<input type="checkbox"/> 58
<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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

SPECIAL CONDITIONS

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

BETWEEN Janine Jullienne
AND

(VENDOR)
(PURCHASER)

PROPERTY: 1/9 Oriana Close, Forster

1. Notice to complete

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

2. Death or incapacity

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

3. Purchaser acknowledgements

The purchaser acknowledges that they are purchasing the property:

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

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

4. Late completion

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

5. Agent

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

6. Amendments to printed form

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

7. Foreign purchaser

The purchaser warrants:

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

8. Electronic execution by the purchaser

8.1 The parties acknowledge and agree that the execution of the contract by the purchaser may be effected by the use of either scanned or emailed signatures (hereinafter called "the manner of the purchaser's execution of this contract").

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

8.3 The purchaser agrees to provide to the vendor the original signature page of this contract within twenty-one (21) days after the date of this contract.

9. Electronic execution by the vendor

9.1 The parties acknowledge and agree that the execution of the contract by the vendor may be effected by the use of either scanned or emailed signatures (hereinafter called "the manner of the vendor's execution of this contract").

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

9.3 The vendor agrees to provide to the purchaser the original signature page of this contract within twenty-one (21) days after the date of this contract.

10. Annexed hereto is a copy of the proposed strata plan and Notice of Determination for DA 215/2019. For the purpose of clause 28 - a minor variation is deemed to be anything less than or equivalent to 5% of the area proposed for the subject Lot; The purchaser will raise no objection requisition or claim for compensation whatsoever in relation to any minor variation made to the proposed plan of strata subdivision.

11. In the event that separate assessments for council rates and water rates have not issued on or prior to the completion date then adjustments for these outgoings will be made on a paid basis on the following amounts:

As to council rates \$1,500 per annum

As to water rates \$325.00 per quarter

The vendor will promptly make payment of the assessment when they have issued for the rating period relevant to the settlement date.

12. Upon registration of the strata plan the vendor will enter into a Strata Insurance Policy with regard to the common property created upon registration and an adjustment of the premium with regard to the Policy will be made on a unit entitlement basis.

13. Annexed hereto is a copy of the Schedule 2 Model by-laws for residential strata schemes proposed to apply to the subject property upon registration of the strata plan. The purchaser will raise no objection requisition or claim for compensation with respect to any change to the proposed by-laws where such change does not materially affect the purchaser's use and enjoyment of the subject Lot.

Strata Schemes Management Regulation 2010

Repealed version for 1 March 2016 to 29 November 2016 (accessed 1 May 2019 at 14:45)

Schedule 2

Schedule 2 Model by-laws for residential strata schemes

(Clause 27)

1 Noise

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.

2 Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the prior written approval of the owners corporation.

3 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.

4 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:

- (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.

5 Damage to common property

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owners corporation.
- (2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
 - (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, or
 - (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot,

unless the device 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) 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.
- (5) Despite section 62 of the Act, 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 (3) 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 (3) that forms part of the common property and that services the lot.

6 Behaviour of owners and occupiers

An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

7 Children playing on common property in building

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

8 Behaviour of invitees

An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier 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.

9 Depositing rubbish and other material on common property

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.

10 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. Such 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 provided that the washing will not be visible from street level outside the parcel.
- (3) An owner or occupier of a lot may hang washing on any part of the lot that will be visible from street level outside the parcel only if the owner or occupier has the prior written approval of the owners corporation.
- (4) In this clause:

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

11 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.

12 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.

13 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.

14 Changes to floor coverings and surfaces

- (1) An owner or occupier of a lot must notify the owners corporation at least 21 days before changing any of the floor coverings or surfaces of the lot if the change is likely to result in an increase in noise transmitted from that lot to any other lot. The notice must specify the type of the proposed floor covering or surface.
- (2) This by-law does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering or surface concerned.

15 Floor coverings

- (1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
- (2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

16 Garbage disposal

- (1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:
 - (a) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and
 - (b) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a

time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and

- (d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a), and
 - (e) must not place any thing in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier, and
 - (f) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (2) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:
- (a) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (3) An owner or occupier of a lot must:
- (a) comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and
 - (b) notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste.
- (4) The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.

17 Keeping of animals

Note. Select option A, B or C. If no option is selected, option A will apply.

Option A

- (1) Subject to section 49 (4) of the Act, an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (except fish kept in a secure aquarium on the lot) on the lot or the common property.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

Option B

- (1) Subject to section 49 (4) of the Act, an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (except a cat, a small dog or a small caged bird, or fish kept in a secure aquarium on the lot) on the lot or the common property.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

- (3) If an owner or occupier of a lot keeps a cat, small dog or small caged bird on the lot then the owner or occupier must:
- (a) notify the owners corporation that the animal is being kept on the lot, and
 - (b) keep the animal within the lot, and
 - (c) carry the animal when it is on the common property, and
 - (d) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.

Option C

Subject to section 49 (4) of the Act, an owner or occupier of a residential lot must not keep any animal on the lot or the common property.

18 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 10.

19 Change in use of lot to be notified

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

20 Provision of amenities or services

- (1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:
 - (a) window cleaning,
 - (b) garbage disposal and recycling services,
 - (c) electricity, water or gas supply,
 - (d) telecommunication services (for example, cable television).
- (2) If the owners corporation makes a resolution referred to in clause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

Note. Section 111 of the Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

21 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.

22 Service of documents on owner of lot by owners corporation

A document may be served on the owner of a lot by electronic means if the person has given the owners corporation an e-mail address for the service of notices and the document is sent to that address.



MIDCOAST
council

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

29 January 2019

Mrs J Jullienne
Accuplan P/L
PO Box 34
FORSTER NSW 2428

Ref: DA-215/2019
Enquiries: Ms Peta Stimson
65917355

NOTICE OF DETERMINATION

Issued under the Environmental Planning and Assessment Act 1979
Sections 4.16, 4.17, 4.18(1)(a)

Development Application No: DA-215/2019

Development: Strata subdivision of existing dual occupancy

Property Address: 9 Oriana Close, FORSTER NSW 2428
Lot 6137 DP 1018544

Determination: **Approved Subject to Conditions**

Determination Date: 17 January 2019

Consent to Operate From: 17 January 2019

Consent to lapse on: 17 January 2024
(if physical commencement has not occurred)

Statutory Instrument: Great Lakes Local Environmental Plan 2014

Other Approvals: Nil

GENERAL CONDITIONS

1. Development in accordance with approved plans

The development must be implemented in accordance with the plans and supporting documents set out in the following table except where modified by any conditions of this consent.

Plan type/Supporting Document	Plan No. & version	Prepared by	Dated
Concept Strata Site Plan	S02	Accuplan	2/10/18, Issue A

The approved plans and supporting documents endorsed with the Council stamp and authorised signature must be kept on site at all times while work is being undertaken.

Reason: Information and to ensure compliance

2. Adjustment to utility services

All adjustments to existing utility services made necessary by the development are to be undertaken at no cost to Council.

Reason: To ensure utility services remain in a serviceable condition.

PRIOR TO ISSUE OF THE STRATA SUBDIVISION CERTIFICATE

The following conditions of consent shall be complied with prior to the issue of a Strata Subdivision Certificate.

3. House numbering

Prior to the issue of a strata subdivision certificate, the street numbers of each dwelling must be displayed at the main driveway entrance approved for the property.

Reason: To ensure proper identification of buildings.

4. Smoke Alarm/s required

Prior to the issue of a strata subdivision certificate, a smoke alarm/s must be installed and maintained within the entire building and be located in accordance with the Building Code of Australia. The alarm must be hard wired and comply with the Australian Standard 3786 be contained in each dwelling.

Reason: Environmental Planning and Assessment Regulation 2000 fire safety requirement.

5. Bushfire mitigation requirements

Prior to the issue of a strata subdivision certificate, the following bush fire mitigation requirements must be incorporated into the completed development:

a. Asset Protection Zones

The intent of measures is to provide sufficient space and maintain reduced fuel loads so as to ensure radiant heat levels of buildings are below critical limits and to prevent direct flame contact with a building. To achieve this, the following conditions shall apply:

- i. At the issue of strata subdivision certificate and in perpetuity the entire property shall be managed as an inner protection area (IPA) as outlined within section 4.1.3 and Appendix 5 of 'Planning for Bush Fire Protection 2006' and the NSW Rural Fire Service's document 'Standards for asset protection zones'.

b. Water and Utilities

The intent of measures is to provide adequate services of water for the protection of buildings during and after the passage of a bush fire, and to locate gas and electricity so as not to contribute to the risk of fire to a building. To achieve this, the following conditions shall apply:

- i. Reticulated or bottled gas is to be installed and maintained in accordance with the current Australian Standard AS/NZS 1596: 'The storage and handling of LP gas' and the requirements of relevant authorities. Metal piping is to be used.
- ii. All fixed gas cylinders are kept clear of all flammable materials to a distance of 10 metres and be shielded on the hazard side of the installation.
- iii. Gas cylinders kept close to the building shall have release valves directed away from the building. Connections to and from gas cylinders are to be metal.
- iv. Polymer sheathed flexible gas supply lines to gas meters adjacent to building are not to be used.

c. Design and Construction

The intent of measures is that buildings are designed and constructed to withstand the potential impacts of bush fire attack. To achieve this, the following conditions shall apply:

- i. The existing dwellings (identified as units 1 & 2) are required to be upgraded to improve ember protection. This is to be achieved by enclosing all openings (excluding roof tile spaces) or covering openings with a non-corrosive metal screen mesh with a maximum aperture of 2mm. Where applicable, this includes any sub floor areas, open able windows, vents, weepholes and eaves. External doors are to be fitted with draft excluders.

d. Landscaping

- i. Landscaping within the required asset protection zone is to comply with the principles of Appendix 5 of 'Planning for Bush Fire Protection 2006'.

Reason: To improve bush fire safety.

Reasons for Approval

The development is considered appropriate and complies with the relevant aims and objectives contained in the Great Lakes Local Environmental Plan 2014 and Great Lakes Development Control Plan 2014.

Community Consultation

No submissions were received.

Are you dissatisfied with the determination?

If you are unhappy with conditions of consent discuss your concerns with the officer who dealt with your application. You may also apply for a:

Modification of Consent

You may submit an application to Council to modify the consent under Section 4.55 of the Environmental Planning & Assessment Act, 1979. You will need to provide reasons why the conditions should be changed or deleted. You may lodge a Section 4.55 application at any time after the notice of determination. If you are not happy with Council's decision on your request for modification, then you may appeal to the NSW Land & Environment Council within six (6) months of the notification by Council.

Review of Determination

You may request Council to review its decision under Section 8.2 of the Environmental Planning and Assessment Act, 1979. Such a request must be in writing together with payment of the appropriate fee and made within six (6) months of the date of the determination, or if there is an appeal to the Land and Environment Court, up to the time when the court hands down its decision. In reviewing its decision Council is able to consider alterations to the above plans, provided that the Development Application remains substantially the same as the one for which the consent was originally sought, and the changes are publicly notified.

NOTE: This clause does not relate to Designated Development, Complying Development or applications previously considered under Section 8.2 of the Environmental Planning and Assessment Act 1979.

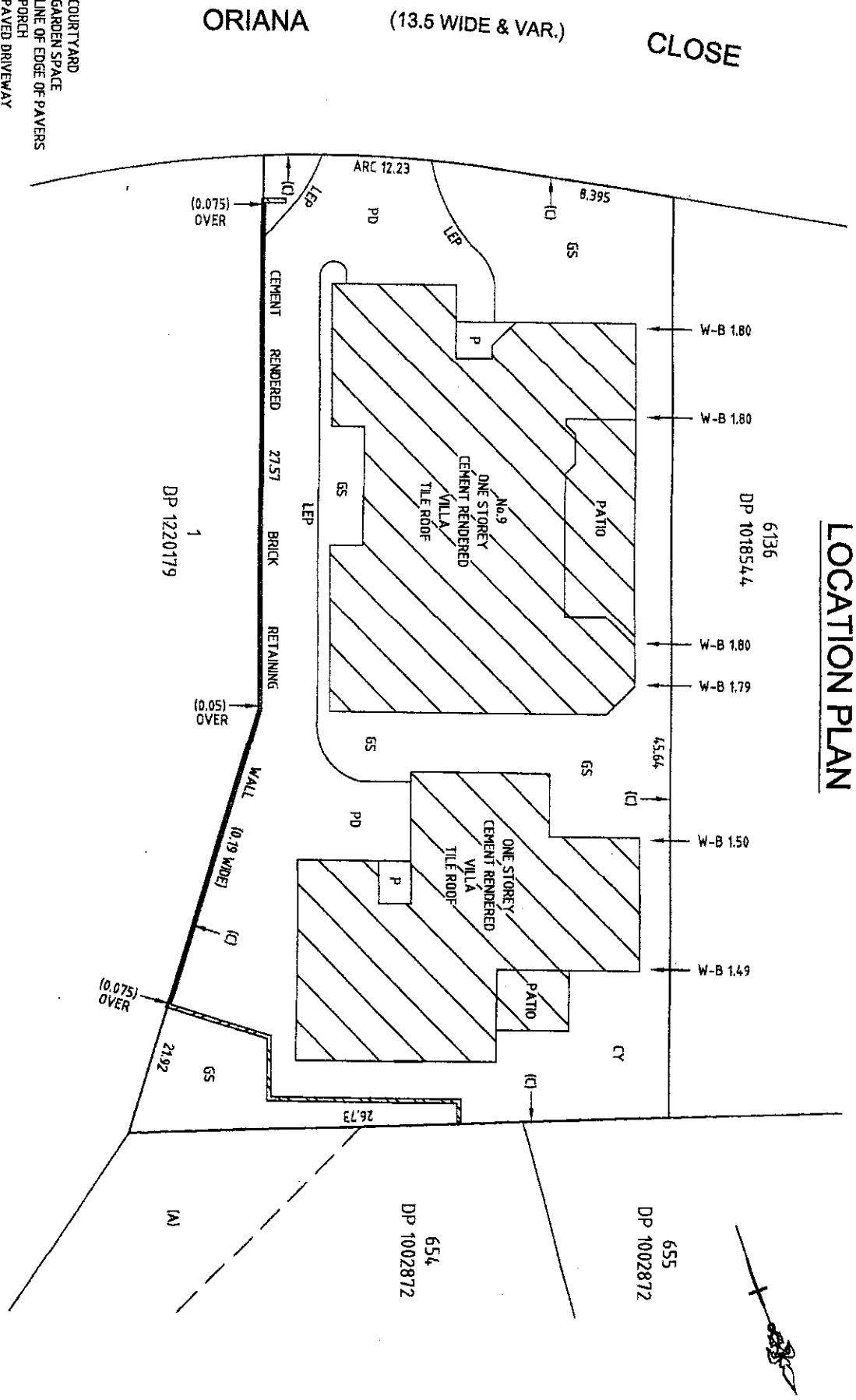
Land and Environment Court Appeal

If you are dissatisfied with this decision, Section 8.7 of the *Environmental Planning and Assessment Act 1979* gives you the right to appeal to the Land and Environment Court within six (6) months after the date on which you receive this notice.



Peta Stimson
29 January 2019

LOCATION PLAN



- CY - DENOTES COURTYARD
- GS - DENOTES GARDEN SPACE
- LEP - DENOTES LINE OF EDGE OF PAVERS
- P - DENOTES PORCH
- PD - DENOTES PAVED DRIVEWAY
- W-B - DENOTES WALL TO BOUNDARY
- OFF-SET AT RIGHT ANGLE TO BUILDING

LOT BOUNDARIES DESIGNATED 'C'
ARE CONCURRENT WITH PARCEL BOUNDARIES

(A) DENOTES RESTRICTIONS ON THE USE OF LAND VARIABLE WIDTH
(WIDE DP 1002872)

SURVEYOR
Name: THORSTEN HUEBNER
Date: 5 MARCH 2019
Reference: 1939-19

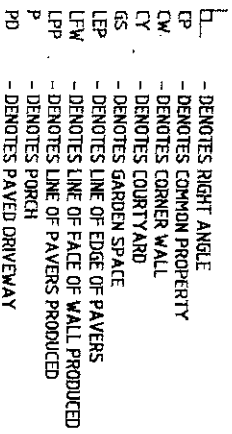
PLAN OF SUBDIVISION OF LOT 6137 IN DP 1018544

L.G.A.: MID-COAST
Locality: FORSTER
Reduction Ratio: 1:200
Lengths are in metres

REGISTERED

10	20	30	40	50	60	70	80	90	100	110	120	130	140	150
----	----	----	----	----	----	----	----	----	-----	-----	-----	-----	-----	-----

Table of mm



LOTS 1 AND 2 ARE LIMITED IN STRATUM FROM 5 METRES BELOW TO 10 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE UNITS FLOOR SLAB.

THE WHOLE OF THE STRUCTURE OF THE BUILDING WITHIN EACH LOT INCLUDING OVERHANGING EAVES AND GUTTERS FORM PART OF THAT LOT AND IS NOT COMMON PROPERTY, EXCLUDING ANY COMMON SERVICE LINES.

REGISTERED

L.G.A.: MID-COAST
Locality: FORSTER
Reduction Ratio: 1:200
Lengths are in metres



LAND
REGISTRY
SERVICES

Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 6137/1018544

SEARCH DATE

TIME

EDITION NO

DATE

1/5/2019

2:33 PM

5

21/3/2016

LAND

LOT 6137 IN DEPOSITED PLAN 1018544

AT FORSTER

LOCAL GOVERNMENT AREA MID-COAST

PARISH OF FORSTER COUNTY OF GLOUCESTER

TITLE DIAGRAM DP1018544

FIRST SCHEDULE

JANINE JULLIENNE

(ND AF369418)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 DP836664 EASEMENT TO DRAIN WATER 3 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 3 DP1008453 EASEMENT TO DRAIN WATER 3 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 DP1018544 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (4) IN THE S. 88B INSTRUMENT

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

K8907

PRINTED ON 1/5/2019

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

PLAN OF SUBDIVISION OF LOT 6096 DP1008453

Legend:

- 1. EASEMENT TO DRAIN SEWAGE 3 WIDE
- 2. EASEMENT TO DRAIN WATER 3 WIDE
- 3. RESTRICTION(S) ON THE USE OF LAND
- 4. VARIABLE WIDTH
- 5. EASEMENT TO DRAIN WATER 3 WIDE
- 6. EASEMENT TO DRAIN WATER 3 WIDE
- 7. EASEMENT TO DRAIN WATER 3 WIDE
- 8. EASEMENT TO DRAIN WATER 3 WIDE
- 9. EASEMENT TO DRAIN WATER 3 WIDE
- 10. EASEMENT TO DRAIN WATER 3 WIDE
- 11. EASEMENT TO DRAIN WATER 3 WIDE
- 12. EASEMENT TO DRAIN WATER 3 WIDE
- 13. EASEMENT TO DRAIN WATER 3 WIDE
- 14. EASEMENT TO DRAIN WATER 3 WIDE
- 15. EASEMENT TO DRAIN WATER 3 WIDE
- 16. EASEMENT TO DRAIN WATER 3 WIDE
- 17. EASEMENT TO DRAIN WATER 3 WIDE
- 18. EASEMENT TO DRAIN WATER 3 WIDE
- 19. EASEMENT TO DRAIN WATER 3 WIDE
- 20. EASEMENT TO DRAIN WATER 3 WIDE
- 21. EASEMENT TO DRAIN WATER 3 WIDE
- 22. EASEMENT TO DRAIN WATER 3 WIDE
- 23. EASEMENT TO DRAIN WATER 3 WIDE
- 24. EASEMENT TO DRAIN WATER 3 WIDE
- 25. EASEMENT TO DRAIN WATER 3 WIDE
- 26. EASEMENT TO DRAIN WATER 3 WIDE
- 27. EASEMENT TO DRAIN WATER 3 WIDE
- 28. EASEMENT TO DRAIN WATER 3 WIDE
- 29. EASEMENT TO DRAIN WATER 3 WIDE
- 30. EASEMENT TO DRAIN WATER 3 WIDE
- 31. EASEMENT TO DRAIN WATER 3 WIDE
- 32. EASEMENT TO DRAIN WATER 3 WIDE

Table of Reference Marks:

MARK	EASTING	NORTHING	ZONE	ACC.
1	550.000	1155.000	502	2
2	550.000	1155.000	502	2
3	550.000	1155.000	502	2
4	550.000	1155.000	502	2
5	550.000	1155.000	502	2
6	550.000	1155.000	502	2
7	550.000	1155.000	502	2
8	550.000	1155.000	502	2
9	550.000	1155.000	502	2
10	550.000	1155.000	502	2
11	550.000	1155.000	502	2
12	550.000	1155.000	502	2
13	550.000	1155.000	502	2
14	550.000	1155.000	502	2
15	550.000	1155.000	502	2
16	550.000	1155.000	502	2
17	550.000	1155.000	502	2
18	550.000	1155.000	502	2
19	550.000	1155.000	502	2
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21	550.000	1155.000	502	2
22	550.000	1155.000	502	2
23	550.000	1155.000	502	2
24	550.000	1155.000	502	2
25	550.000	1155.000	502	2
26	550.000	1155.000	502	2
27	550.000	1155.000	502	2
28	550.000	1155.000	502	2
29	550.000	1155.000	502	2
30	550.000	1155.000	502	2
31	550.000	1155.000	502	2
32	550.000	1155.000	502	2

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS AS TO USER INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 1 of ⁵ Sheets)

PART 1

DP1018544

Subdivision covered by Council
Clerk's Certificate No.

Full Name and address of
Proprietor of the land

Davglade Pty Limited
(ACN 003 574 687) of PO
Box 55 Cammeray 2062

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

Easement to drain sewage
3 wide

Schedule of Lots, etc., affected

Lots Burdened

**Lots, name of road or authority
benefited**

Lots 6129, 6130, 6131, 6139-6142 inc, 6148-
6150 inc, 6153-6156 inc

MidCoast County Council

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

Easement to drain water
3 wide

Schedule of Lots, etc., affected

Lots Burdened

**Lots, name of road or authority
benefited**

Lot 6130
Lot 6131
Lot 6139
Lot 6140
Lot 6141
Lot 6142
Lot 6150
Lot 6153
Lot 6154
Lot 6156
h Lot 6132

h
Lots 6131, 6132 & Lots 659 & 660 DP 1002872
Lot 6132 & Lots 659 & 660 DP 1002872
Lot 6138
Lots 6138, 6139
Lots 6138-6140 inc
Lots 6138-6141 inc
Lots 6149, 6151
Lot 6152
Lots 6152, 6153, 6155
Lots 6152-6155 inc 6157
Lots 659 & 660 DP 1002872
h

DP1018544

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS AS TO USER INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 2 of ⁵/₇ Sheets)

PART 1

3. Identity of easement or restriction thirdly referred to in the abovementioned Plan: Restriction on the Use of Land
Variable Width

Schedule of Lots, etc., affected

<u>Lots Burdened</u>	<u>Lots, name of road or authority benefited</u>
Lots 6138, 6148	Great Lakes Council

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

Each Lot Every other lot

PART 2

3. Terms of Restrictions on the use of land variable width thirdly referred to in the abovementioned Plan:

No building to be erected in this area

4. Terms of Restriction of the Use of Land fourthly referred to in the abovementioned Plan:

- (a) No building shall be erected or permitted to remain on any lot burdened that is constructed with second hand materials, external roofing materials other than concrete or terracotta tiles, external walls of materials other than brick, stone, glass or timber or any combination of the same PROVIDED THAT timber shall not be used in external walls except as infill panels or gables in conjunction with all or any of the other materials in this clause referred to and the proportion of timber so used in relation to the external wall area shall not exceed 25% thereof PROVIDED THAT nothing in this covenant contained shall preclude or prohibit a building having the inner frame work of its external walls constructed of timber or other materials with an external brick face or veneer and provided also that as Davglade Pty Limited does not wish to discourage the use of certain metal roofing materials and certain texture coated materials for external walls it may approve the use of these on an individual basis.

DP1018544

RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919

Lengths are in metres

(Sheet 3 of ⁵ Sheets)

PART 2

- (b) No garage or carport shall be erected or permitted to remain on any lot burdened unless it is located under the roof of the dwelling.
- (c) No dwelling on any lot burdened shall have a minimum overall floor area measured to the external face of the dwelling of less than:
 - (i) 120 square metres, if it is a single dwelling; or
 - (ii) 85 square metres, if it is one of two or more attached or detached dwellings.

For the purposes of this restriction "overall floor area" excludes any patio, attached garage or carport.

 - (iii) No non-residential structure with a floor area greater than 12 sq metres shall be erected or permitted to remain on any lot burdened.
- (d) No fence shall be erected or permitted to remain along the street frontage of any lot burdened or along the side boundary in front of the building alignment and otherwise no boundary fence shall be paling (unless lapped and capped) or exceed 1.524 metres in height. For the purpose of this covenant "street frontage" shall mean the street frontage to which the Lot has a permitted vehicular access.
- (e) No fencing shall be erected on any lot to divide it from any adjoining lot of which Davglade Pty Limited its successors and assigns other than Purchasers on sale remain registered proprietor without the consent of Davglade Pty Limited its successors or assigns but such consent shall not be withheld if such fences are erected without expense to Davglade Pty Limited its successors or assigns and in favour of any person dealing with the proprietors so erecting a fence consent shall have been deemed to have been given by Davglade Pty Limited its successors or assigns for the erection thereof.
- (f) There shall not be excavated carried away or removed or permitted to be excavated carried away or removed from any Lot burdened any earth, clay, stone, gravel, soil or sand except so far as may be necessary for the erection in accordance with the restrictions herein contained of any dwelling or swimming pool thereof or for any purposes incidental and/or ancillary thereto.

DP1018544

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS AS TO USER INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 4 of ⁵ Sheets)

PART 2

- (g) No "for sale" sign, advertisement, hoarding or similar structure shall be erected or displayed on any vacant lot at any time prior to 30th June, 2001 where the registered proprietor of any such lot is any person or corporation other than Davglade Pty Limited unless the sign, advertisement, hoarding or structure has received the written consent of Davglade Pty Limited.

NAME OF PERSON EMPOWERED TO RELEASE VARY OR MODIFY THE
RESTRICTION FIRSTLY REFERRED TO IN THE ABOVEMENTIONED PLAN:

MidCoast County Council

NAME OF PERSON EMPOWERED TO RELEASE VARY OR MODIFY THE
EASEMENT THIRDLY REFERRED TO IN THE ABOVEMENTIONED PLAN:

Great Lakes Council

M. Bath

NAME OF PERSON EMPOWERED TO RELEASE VARY OR MODIFY THE
RESTRICTIONS FOURTHLY REFERRED TO IN THE ABOVEMENTIONED
PLAN:

Davglade Pty Limited for four years from the date of registration of the Plan and thereafter the registered proprietors of lots adjoining the lot or lots for which a release variation or modification is proposed.

THE COMMON SEAL OF
DAVGLADE PTY LIMITED was)
hereunto affixed in the)
presence of:)



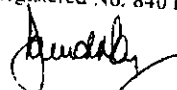

[Signature]
.....
DIRECTOR

[Signature]
SECRETARY

ATTACHMENT 'A'

(SHEET 5 OF 5 SHEETS)

DP1018544

Dated at Sydney this 11th day of September 2000
Executed by Australia and New Zealand Banking Group Limited
(ACN 005 357 522)
signed by its Attorney DAVID NAY
who certifies that he is Manager Business Banking pursuant to
Power of Attorney Registered No. 840 Book 4228

Signed in the presence of 
(Signature)
Gary Fisher
(Print Name)
BANK OFFICER
(Title)

REGISTERED  PH 8.11.2000

[illegible]

"88B"
INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT
TO SECTION 88B CONVEYANCING ACT, 1919

Lengths are in metres

(Sheet 1 of 6 Sheets)

DP 836664

PART 1

Deposited Plan No:

Subdivision covered by Council's
Certificate No 5/1974 of 14th day
of May 1974

Full name and address of
proprietor of the land:

Dayglade Pty Limited
P.O. BOX 55
CAMMERAY NSW 2062

1. Identity of easement
firstly referred to
in abovementioned Plan
Easement to drain sewage 3 wide.

Schedule of Lots etc affected

Land Burdened Lot Road or Authority Benefitted

Lot 601)
Lot 604)
Lot 606)
Lot 607)
Lot 608)
Lot 610-613 inclusive)
Lot 615)
Lot 617)
Lot 619)
Lot 621-626 inclusive)
Lot 631-636 inclusive)
Lot 638-644 inclusive)

Great Lakes Council.

2. Identity of easement
secondly referred to
in abovementioned Plan
Easement to drain sewage variable width.

Schedule of Lots etc affected

Land Burdened Lot Road or Authority Benefitted

Lot 604 Great Lakes Council.

DP 836664
INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT
TO SECTION 88B CONVEYANCING ACT, 1919

Lengths are in metres

(Sheet 2 of 6 Sheets)

3. Identity of easement
thirdly referred to
in abovementioned Plan
Easement to drain water 3 wide.

Easement to drain water 3 wide.

Schedule of Lots etc affected

Land Burdened Land Benefitted

Lot 601 Lots 607, 608, 610-613 inclusive, 642, 643, 644
Lot 604 Lots 606, 609
Lot 606 Lots 608, 610-613 inclusive, 642, 643, 644
Lot 607 Lots 610-613 inclusive, 642-644 inclusive
Lot 608 Lots 611-613 inclusive, 642-644 inclusive
Lot 610 Lots 612, 613, 642-644 inclusive
Lot 611 Lots 613, 642-644 inclusive
Lot 612 Lots 642-644 inclusive
Lot 613 Lots 638-641 inclusive
Lot 615 Lots 622-626 inclusive and Lot 647
Lot 621 Lots 623-626 inclusive and Lot 647
Lot 622 Lots 624-626 inclusive and Lot 647
Lot 623 Lots 625, 626, 647
Lot 624 Lot 626, 647
Lot 625 Lot 631
Lot 626 Lot 630
Lot 631 Lots 630, 631
Lot 632 Lots 630-632 inclusive
Lot 633 Lots 630-633 inclusive
Lot 634 Lots 630-634 inclusive
Lot 635 Lots 639-641 inclusive
Lot 638 Lots 640, 641
Lot 639 Lot 641
Lot 640 Lots 643, 644
Lot 642 Lot 644
Lot 643

4. Identity of easement
fourthly referred to
in abovementioned Plan
Right of carriageway 3 wide

Right of carriageway 3 wide

Schedule of Lots etc affected

Land Burdened Land Benefitted

Lot 607 Lot 608
Lot 608 Lot 607
Lot 612 Lot 613
Lot 613 Lot 612



SC76377RF 25113 RF2



SC76377RF 25113 RF2

DP 836664

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCING ACT, 1919

Lengths are in metres

(Sheet 3 of 6 Sheets)

6. Identity of easement
fifthly referred to
in above-mentioned Plan

Easement to drain water 1 wide

Schedule of Lots etc affected

Land Burdened

Land Benefitted

Lot 630
Lot 636

Lot 619
Lots 615, 638, 639, 640, 641

6. Identity of easement
sixthly referred to
in above-mentioned Plan

Easement to drain water variable width

Schedule of Lots etc affected

Land Burdened

Lot Road or Authority Benefitted

Lot 647

Great Lakes Council

7. Identity of easement
seventhly referred to
in above-mentioned Plan

Restrictions on the use of land.

Schedule of Lots etc affected

Land Burdened

Land Benefitted

Each lot except 646 and 647

Every other lot except 646 and 647.

REGISTERED 27.1.1994

SC93577R 20113 R2

DP 836664

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCING ACT, 1919

Lengths are in metres

(Sheet 5 of 6 Sheets)

- (f) No fencing shall be erected on any lot to divide it from any adjoining lot of which Dayglade Pty Limited its successors and assigns other than Purchasers on sale remain registered proprietor without the consent of Dayglade Pty Limited its successors or assigns but such consent shall not be withheld if such fences erected without expense to Dayglade Pty Limited its successors or assigns and in favour of any person dealing with the proprietors so erecting a fence consent shall have been deemed to have been given by Dayglade Pty Limited its successors or assigns for the erection thereof.

- (g) There shall not be excavated carried away or removed or permitted to be excavated carried away or removed from any lot burdened any earth, clay, stone, gravel, soil or sand except so far as may be necessary for the erection in accordance with the restrictions herein contained of any dwelling or swimming pool thereon or for any purpose incidental and/or ancillary thereto.

- (h) No "for sale" sign, advertisement, hoarding or similar structure shall be erected or displayed on any vacant lot at any time prior to 31 December 1994 where the registered proprietor of any such lot is any person or corporation other than Dayglade Pty Limited unless that sign, advertisement, hoarding or structure has received the written consent of Dayglade Pty Limited.

NAME OF PERSON EMPOWERED TO RELEASE VARY OR MODIFY THE RESTRICTION SEVENTHLY REFERRED TO IN THE ABOVE-MENTIONED PLAN:

Dayglade Pty Limited while ever it is registered proprietor of any lot in the Plan or five years from the date of registration of the Plan whichever is the later.

THE COMMON SEAL OF
DAYGLADE PTY LIMITED
WAS AFFIXED HERETO
IN THE PRESENCE OF:



[Signature]
DIRECTOR

[Signature]
SECRETARY

Easements and F.O.W. approved.

REGISTERED 27.1.1994

[Signature]
Contract Clerk

SC93577R 20113 R2

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT
TO SECTION 88B CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 4 of 6 Sheets)

PART 2

Deposited Plan No: 836664

Subdivision covered by Council's
Certificate No 9786 of day of 14th Jan 1994

1.-6.

7. **Terms of Restrictions on use of land severally referred to in
above mentioned Plan:**

- (a) No building shall be erected or permitted to remain on any lot burdened that is constructed with second hand materials, external roofing materials other than of concrete or terracotta tiles, external walls of materials other than brick, stone, glass or timber or any combination of the same **PROVIDED THAT** timber shall not be used in external walls except as infill panels or gables in conjunction with all or any of the other materials in this clause referred to and the proportion of timber so used in relation to the external wall area shall not exceed 25% thereof **PROVIDED THAT** nothing in this covenant contained shall preclude or prohibit a building having the inner frame work of its external walls constructed of timber or other materials with an external brick face or veneer.
- (b) No garage or carport shall be erected or permitted to remain on any lot burdened unless it is located under the roof of the dwelling.
- (c) No dwelling on any lot burdened shall have a minimum overall floor area measured to the external face of the dwelling of less than:
- (i) 130 square metres, if it is a single dwelling; or
- (ii) 90 square metres, if it is one of two or more attached or detached dwellings.
- For the purposes of this restriction "overall floor area" excludes any patio, attached garage or carport.
- (iii) No non-residential structure with a floor area greater than 12 sq metres shall be erected or permitted to remain on any lot burdened.
- (d) No main building shall be erected or permitted to remain on any lot burdened unless the same shall be connected to the sewer.
- (e) No fence shall be erected or permitted to remain along the street frontage of any lot burdened or along the side boundary in front of the building alignment and otherwise no boundary fence shall be palling (unless lapped and capped) or exceed 1.524 metres in height. For the purpose of this covenant "street frontage" shall mean the street frontage to which the lot has a permitted vehicular access.

DP 836664

Sheet 6 of 6 SAs

Haselida Financial Services Limited
ACN. 000 032 075 by its Attorney
DAVID JOHN DYNER, Company
Secretary, pursuant to power of
Attorney registered no. 324 Book
4004 in the presence of:

Witness

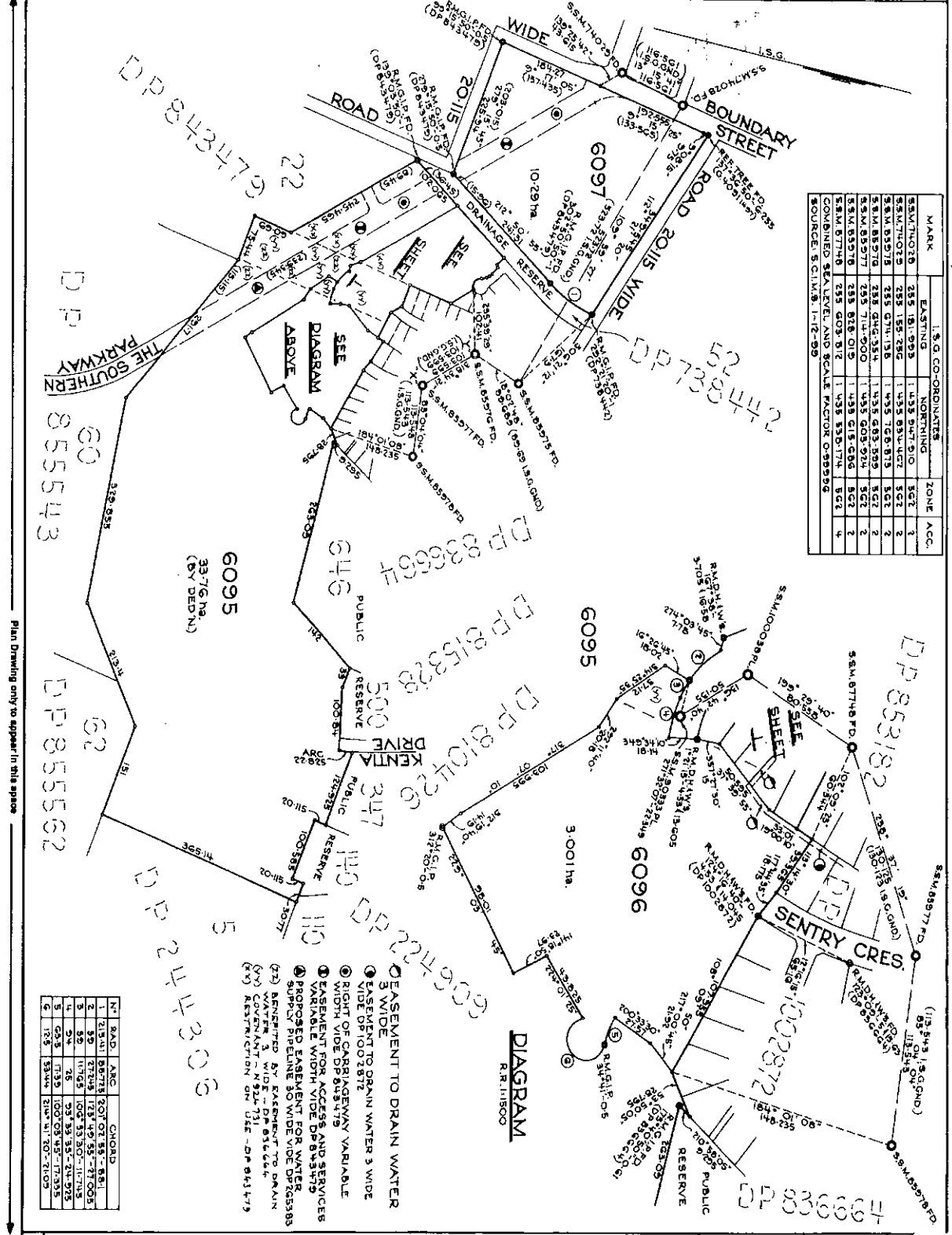
REGISTERED
27.1.1994

PLAN FORM 3

To be used in conjunction with Plan Form 2

MARK	1:50 CO-ORDINATES	ZONE	ACC.
	EASTING	NORTHING	
S.M.170102	255 181.923	1 435 834.402	SG1 1
S.M.170103	255 155.282	1 435 834.402	SG2 2
S.M.170104	255 131.138	1 435 768.813	SG2 2
S.M.170105	255 104.354	1 435 683.593	SG2 2
S.M.170106	255 71.900	1 435 608.924	SG2 2
S.M.170107	255 49.015	1 435 533.174	SG2 2
S.M.170108	255 26.012	1 435 458.174	SG2 2
S.M.170109	255 3.012	1 435 383.174	SG2 2
S.M.170110	255 0.012	1 435 308.174	SG2 2
S.M.170111	255 0.012	1 435 233.174	SG2 2
S.M.170112	255 0.012	1 435 158.174	SG2 2
S.M.170113	255 0.012	1 435 83.174	SG2 2
S.M.170114	255 0.012	1 435 8.174	SG2 2
S.M.170115	255 0.012	1 435 0.012	SG2 2
S.M.170116	255 0.012	1 435 0.012	SG2 2
S.M.170117	255 0.012	1 435 0.012	SG2 2
S.M.170118	255 0.012	1 435 0.012	SG2 2
S.M.170119	255 0.012	1 435 0.012	SG2 2
S.M.170120	255 0.012	1 435 0.012	SG2 2
S.M.170121	255 0.012	1 435 0.012	SG2 2
S.M.170122	255 0.012	1 435 0.012	SG2 2
S.M.170123	255 0.012	1 435 0.012	SG2 2
S.M.170124	255 0.012	1 435 0.012	SG2 2
S.M.170125	255 0.012	1 435 0.012	SG2 2
S.M.170126	255 0.012	1 435 0.012	SG2 2
S.M.170127	255 0.012	1 435 0.012	SG2 2
S.M.170128	255 0.012	1 435 0.012	SG2 2
S.M.170129	255 0.012	1 435 0.012	SG2 2
S.M.170130	255 0.012	1 435 0.012	SG2 2
S.M.170131	255 0.012	1 435 0.012	SG2 2
S.M.170132	255 0.012	1 435 0.012	SG2 2
S.M.170133	255 0.012	1 435 0.012	SG2 2
S.M.170134	255 0.012	1 435 0.012	SG2 2
S.M.170135	255 0.012	1 435 0.012	SG2 2
S.M.170136	255 0.012	1 435 0.012	SG2 2
S.M.170137	255 0.012	1 435 0.012	SG2 2
S.M.170138	255 0.012	1 435 0.012	SG2 2
S.M.170139	255 0.012	1 435 0.012	SG2 2
S.M.170140	255 0.012	1 435 0.012	SG2 2
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WARNING: CHECKING OR FOLDING WILL LEAD TO REJECTION



DP1008453

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**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS AS TO USER INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 1 of 6 Sheets)

PART 1

DP1008453

Subdivision covered by Council
Clerk's Certificate No.

Full Name and address of
Proprietor of the land

Davglade Pty Limited
(ACN 003 574 687) of PO
Box 55 Cammeray 2062

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

Easement to drain sewage
3 wide

Schedule of Lots, etc., affected

Lots Burdened

Lots, name of road or authority
benefited

Lots 6098, 6099, 6101-6114 inclusive,
6121, 6127, 6128

MidCoast County Council *sh*

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

Easement to drain sewage
variable width

Schedule of Lots, etc., affected

Lots Burdened

Lots, name of road or authority
benefited

Lot 6103, 6115, 6123

MidCoast County Council *sh*

h.

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS AS TO USER INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

(Sheet 2 of 6 Sheets)

DP1008453

PART 1

3. Identity of easement or restriction thirdly referred to in the abovementioned Plan: Easement to drain water 3 wide

Schedule of Lots, etc., affected

<u>Lots Burdened</u>	<u>Lots, name of road or authority benefited</u>
Lot 6096	Lots 659-660 DP1002872
Lot 6118	Lots 6096, Lots 659-660 DP1002872
Lot 6122	Lot 6120
Lot 6128	Lot 6127

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


Schedule of Lots, etc., affected

<u>Lots Burdened</u>	<u>Lots, name of road or authority benefited</u>
6113	NorthPower

5. Identity of easement or restriction fifthly referred to in the abovementioned Plan: Power Reticulation Easement for substation purposes 3 wide

Schedule of Lots, etc., affected

<u>Lots Burdened</u>	<u>Lots, name of road or authority benefited</u>
6113	NorthPower



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS AS TO USER INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

(Sheet 3 of 6 Sheets)

DP1008453

PART 1

- b. Identity or easement or
restriction sixthly referred to in
the abovementioned Plan:

Restriction(s) on the use of land

Schedule of Lots, etc., affected

Lots Burdened

**Lots, name of road or authority
benefited**

Each lot except 6095, 6096 and 6097

Every other lot except Lots
6095, 6096 and 6097

PART 2

4. Terms of Restrictions on the use of land 3 wide fourthly referred to in the
abovementioned Plan:

Within the land indicated as the servient tenement burdened by power
reticulation easement for substation 3 wide, the owner shall not erect any
structure on, over or under the easement or alter surface or undersurface and no
trees or shrubs shall be planted grown or kept without the consent in writing of
NorthPower or its successors.

5. Terms of Power Reticulation Easement for substation purposes 3 wide fifthly
referred to in the above Plan:

An easement for the transmission of electricity and for that purpose to install all
necessary equipment (including transformers and underground transmission
mains, wires and cables) together with the right to come and go for the purpose
of inspecting, maintaining, repairing, replacing and/or removing such equipment
and every person authorised by NorthPower to enter into and upon the
easement or any part thereof at all reasonable times and to remain there for any
reasonable time with surveyors, workmen, vehicles, things or persons and to
bring and place and leave thereon and remove therefrom all necessary
materials, machinery, implements and things provided that NorthPower and the
persons authorised by it will take all reasonable precautions to ensure as little
disturbance as possible to the surface of the easement and will restore that
surface as nearly as practicable to its original condition.



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS AS TO USER INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

(Sheet 4 of 6 Sheets)

DP1008453

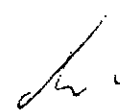
PART 2

**v. Terms of Restriction of the Use of Land sixthly referred to in the
abovementioned Plan:**

- (a) No building shall be erected or permitted to remain on any lot burdened that is constructed with second hand materials, external roofing materials other than concrete or terracotta tiles, external walls of materials other than brick, stone, glass or timber or any combination of the same PROVIDED THAT timber shall not be used in external walls except as infill panels or gables in conjunction with all or any of the other materials in this clause referred to and the proportion of timber so used in relation to the external wall area shall not exceed 25% thereof PROVIDED THAT nothing in this covenant contained shall preclude or prohibit a building having the inner frame work of its external walls constructed of timber or other materials with an external brick face or veneer and provided also that as Davglade Pty Limited does not wish to discourage the use of certain metal roofing materials and certain texture coated materials for external walls it may approve the use of these on an individual basis.
- (b) No garage or carport shall be erected or permitted to remain on any lot burdened unless it is located under the roof of the dwelling.
- (c) No dwelling on any lot burdened shall have a minimum overall floor area measured to the external face of the dwelling of less than:
 - (i) 120 square metres, if it is a single dwelling; or
 - (ii) 85 square metres, if it is one of two or more attached or detached dwellings.

For the purposes of this restriction "overall floor area" excludes any patio, attached garage or carport.

- (iii) No non-residential structure with a floor area greater than 12 sq metres shall be erected or permitted to remain on any lot burdened.
- (d) No fence shall be erected or permitted to remain along the street frontage of any lot burdened or along the side boundary in front of the building alignment and otherwise no boundary fence shall be paling (unless lapped and capped) or exceed 1.524 metres in height. For the purpose of this covenant "street frontage" shall mean the street frontage to which the Lot has a permitted vehicular access.



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS AS TO USER INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

(Sheet 5 of 6 Sheets)

DP1008453

PART 2

- (e) No fencing shall be erected on any lot to divide it from any adjoining lot of which Davglade Pty Limited its successors and assigns other than Purchasers on sale remain registered proprietor without the consent of Davglade Pty Limited its successors or assigns but such consent shall not be withheld if such fences are erected without expense to Davglade Pty Limited its successors or assigns and in favour of any person dealing with the proprietors so erecting a fence consent shall have been deemed to have been given by Davglade Pty Limited its successors or assigns for the erection thereof.
- (f) There shall not be excavated carried away or removed or permitted to be excavated carried away or removed from any Lot burdened any earth, clay, stone, gravel, soil or sand except so far as may be necessary for the erection in accordance with the restrictions herein contained of any dwelling or swimming pool thereof or for any purposes incidental and/or ancillary thereto.
- (g) No "for sale" sign, advertisement, hoarding or similar structure shall be erected or displayed on any vacant lot at any time prior to 31st December, 2000 where the registered proprietor of any such lot is any person or corporation other than Davglade Pty Limited unless the sign, advertisement, hoarding or structure has received the written consent of Davglade Pty Limited.

**NAME OF PERSON EMPOWERED TO RELEASE VARY OR MODIFY THE
RESTRICTION FIRSTLY AND SECONDLY REFERRED TO IN THE
ABOVEMENTIONED PLAN:**

MidCoast County Council

SW

**NAME OF PERSON EMPOWERED TO RELEASE VARY OR MODIFY THE RESTRICTION
& EASEMENT FOURTHLY AND FIFTHLY REFERRED TO IN THE
ABOVEMENTIONED PLAN:**

NorthPower

h

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

(Sheet 6 of 6 Sheets)

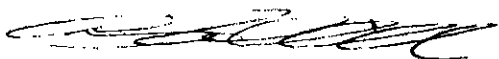
DP1008453

PART 2

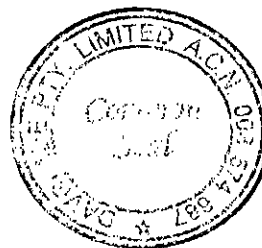
NAME OF PERSON EMPOWERED TO RELEASE VARY OR MODIFY THE
RESTRICTIONS SIXTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN:

Davglade Pty Limited for four years from the date of registration of the Plan and
thereafter the registered proprietors of lots adjoining the lot or lots for which a
release variation or modification is proposed.

THE COMMON SEAL OF
DAVGLADE PTY LIMITED was
hereunto affixed in the
presence of:



.....DIRECTOR.....



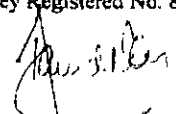
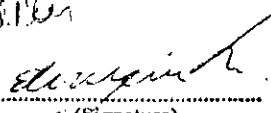
SECRETARY

*Easements and Restrictions
accepted by Midcoast County
Council.*

DMC 13/1/2000

**MIDCOAST
WATER**

Dated at Sydney this 17th day of JANUARY, 2000
Executed by Australia and New Zealand Banking Group Limited
(ACN 005 357 522)
signed by its Attorney DAVID NAM
who certifies that he is Manager Business Banking ~~power~~ to
Power of Attorney Registered No. 840 Book 4228


Signed in the presence of 
(Signature)

E. CALVEZSKI
(Print Name)

BANK OFFICER
(Title)

REGISTERED



31.1.2000



MIDCOAST
council

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

PLANNING CERTIFICATE

Section 10.7
Environmental Planning & Assessment Act 1979

Cert No.	1691 / 2019
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Applicant

KEY2 CONVEYANCING PTY LTD
PO Box 697
FORSTER NSW 2428

Receipt No. :
Date of Issue : 1 May 2019
Ref : K8907
JULLIENNE:6865

Property Key : 25662

Property Description

9 Oriana Close, FORSTER NSW 2428
Lot 6137 DP 1018544

Owner (as recorded by Council):

Mrs J Jullienne
9 Oriana Cl
FORSTER NSW 2428

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

1. Names of relevant planning instruments and DCPs

Great Lakes Local Environment Plan 2014

Great Lakes Development Control Plan

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

Short-term Holiday Rental of Dwellings

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

Liveable Housing and Flexible Zone Boundaries

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

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

SEPP	COASTAL MANAGEMENT 2018 (PART OF LOT)
SEPP	SENIORS HOUSING etc.
SEPP	STATE ENVIRONMENTAL PLANNING POLICY (INTEGRATION AND REPEALS) 2016

SEPP NO. 1	DEVELOPMENT STANDARDS
SEPP NO. 4	DEVELOPMENT WITHOUT CONSENT AND MISCELLANEOUS EXEMPT AND COMPLYING DEVELOPMENT
SEPP NO. 21	CARAVAN PARKS
SEPP NO. 30	INTENSIVE AGRICULTURE
SEPP NO. 33	HAZARDOUS & OFFENSIVE DEVELOPMENT
SEPP NO. 36	MANUFACTURED HOME ESTATES
SEPP NO. 44	KOALA HABITAT PROTECTION
SEPP NO. 50	CANAL ESTATE DEVELOPMENT
SEPP NO. 55	REMEDIATION OF LAND
SEPP NO. 62	SUSTAINABLE AQUACULTURE
SEPP NO. 64	ADVERTISING AND SIGNAGE
SEPP NO. 65	DESIGN QUALITY OF RESIDENTIAL APARTMENT DEVELOPMENT
SEPP BASIX	(BUILDING SUSTAINABILITY INDEX: BASIX) 2004
SEPP-MD	(MAJOR DEVELOPMENT) 2005
SEPP-MPP&EI	(MINING, PETROLEUM PRODUCTION AND EXTRACTIVE INDUSTRIES) 2007
SEPP-S&RD	(STATE & REGIONAL DEVELOPMENT) 2011
SEPP	(INFRASTRUCTURE) 2007
SEPP	(RURAL LANDS) 2008.
SEPP	(TEMPORARY STRUCTURES) 2007.
SEPP	(EXEMPT AND COMPLYING DEVELOPMENT CODES) 2008.
SEPP	(AFFORDABLE RENTAL HOUSING) 2009
SEPP	(VEGETATION IN NON-RURAL AREAS) 2017 - This Policy applies to the specifically designated non-rural zones under clause 5 of the Policy.
SEPP	(EDUCATIONAL ESTABLISHMENTS AND CHILD CARE FACILITIES) 2017

2. Zoning and land use under relevant LEPs

Great Lakes Local Environment Plan 2014

Zone R2 Low Density Residential

1 Objectives of zone

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

2 Permitted without consent

Home occupations.

3 Permitted with consent

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

4 Prohibited

Any development not specified in item 2 or 3.

3. Complying development

Housing Code

Complying development under this code MAY be undertaken on land Zoned R2, R3, R4, or RU5 in Great Lakes LEP 2014

Rural Housing Code

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

Greenfield Housing Code

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

Demolition Code

Complying development under this code MAY be undertaken on the land

Commercial and Industrial (Alterations) Code

Complying development under this code MAY be undertaken on the land

Commercial and Industrial (New Buildings and Additions) Code

Complying development under this code MAY be undertaken on the land

General Development Code

Complying development under this code MAY be undertaken on the land

Housing Alterations Code

Complying development under this code MAY be undertaken on the land

Subdivisions Code

Complying development under this code MAY be undertaken on the land

Fire Safety Code

Complying development under this code MAY be undertaken on the land

Container Recycling Facilities Code

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

4. Coastal protection

Coastal Protection Act 1979 repealed

4A Repealed

4B Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works
No annual charges apply to the land

5. Mine subsidence

The land is not proclaimed as a mine subsidence district

6. Road widening and road realignment

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

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

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

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

7A. Flood related development controls information

No flood related development controls affect the land

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

8. Land reserved for acquisition

The land is not reserved for acquisition

9. Contributions plans that apply to the land

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

9A. Biodiversity certified land

The land is not Biodiversity certified

10. Biodiversity stewardship sites

No biodiversity stewardship agreements apply to the land

10A. Native vegetation clearing set asides

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

11. Bush fire prone land

Yes the land is Bush Fire Prone Land

12. Property vegetation plans

No property vegetation plans apply to the subject land

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

Council has not received any such order

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

Not applicable

15. Site compatibility certificates and conditions for seniors housing

No Site Compatibility Certificate for Seniors Housing applies to the land

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

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

17. Site compatibility certificates for affordable rental housing

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

18. Paper subdivision information

No development plan applies to the land

19. Site verification certificates

No site verification certificate applies to the land

20. Loose-fill asbestos insulation

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

21. Affected building notices and building product rectification orders

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

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

No additional matters under the Contaminated Land Management Act 1997

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



MIDCOAST
council

PO Box 482
Taree NSW 2430

Your Ref: K8907
Our Ref.: ENG2019/0618

Key2 Conveyancing
Po Box 697
FORSTER NSW 2428

Owner Details
Janine Jullienne

Property Details
Lot 6137 DP 1018544

Property Address
9 Oriana CI FORSTER NSW 2428

SEWERED AREAS

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

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

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

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

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

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

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

Dated: 13/05/2019

Director Water Services



MIDCOAST
council

PLAN OF HOUSE AND DRAINAGE NO.57284.....

Lot6137.....Sec.....D.P.....1018544.....House No.....9.....

Street.....ORIANA CLOSE.....Town.....FORSTER.....

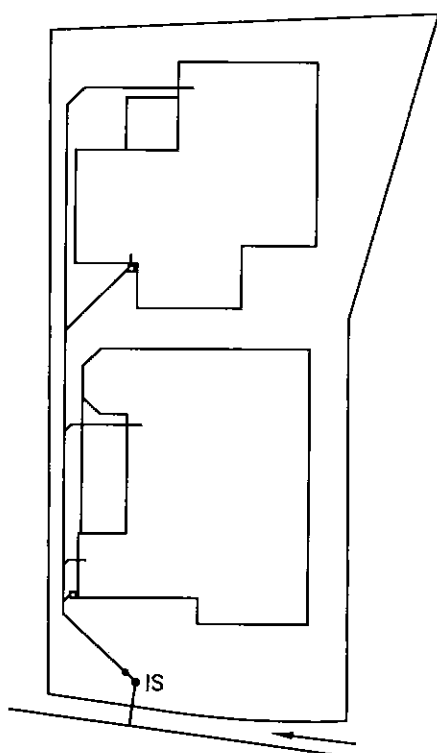
Strata Plan No.....Strata Plan Name.....

JUNCTION LOCATION

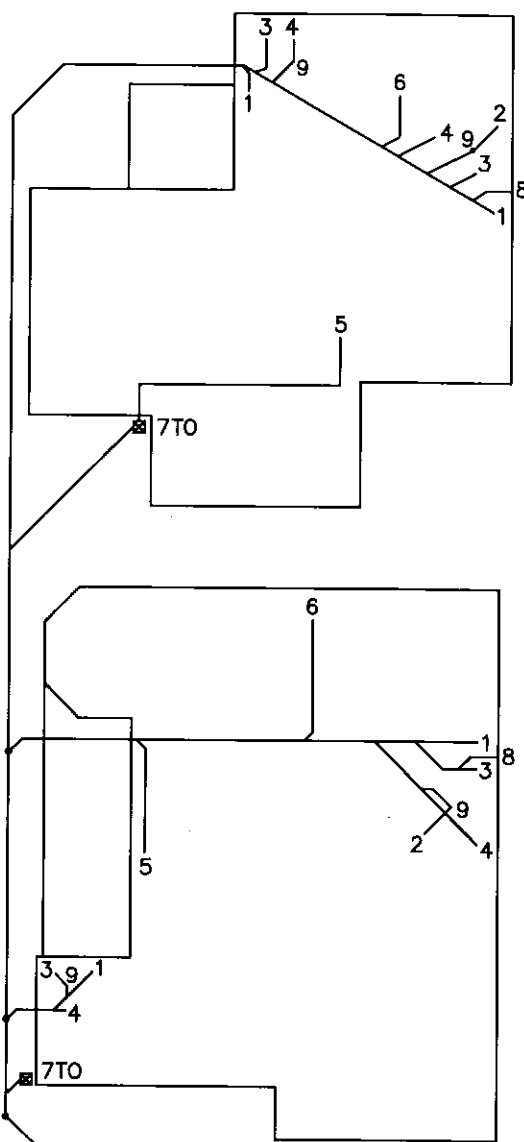
Sewer Junction.....57284.....
existing at.....34.60.....metres
from D.S.M.H...86214...(d=1.19m)
Depth of Junction approx...1.20...m
Depth of Riser approx.....m

LEGEND

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



ORIANA CLOSE



NOT A SURVEY PLAN

Drawn by...BS.....Date...5/1/03.....
.....Awning.....Date...04.11.03.....
Lic'd Plumber.....Chad Taylor.....
..R..Williams.....Inspr.....4. Apr.....2002.....

Scale in metres

0 5 10

Building Layout 1:250

0 5 10 15 20

Site Plan 1:500

1) THIS PLAN IS NOT A CERTIFIED COPY UNLESS AN APPROPRIATE COVER EXISTS.
2) NO WORK SHALL BE COMMENCED UNLESS CONSENT HAS BEEN RECEIVED BY
MIDCOAST WATER

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

Australian Taxation Office
Council
County Council
Department of Planning and Environment
Department of Primary Industries
East Australian Pipeline Limited
Electricity and gas
Land & Housing Corporation
Local Land Services
NSW Department of Education

NSW Fair Trading
NSW Public Works Advisory
Office of Environment and Heritage
Owner of adjoining land
Privacy
Roads and Maritime Services
Subsidence Advisory NSW
Telecommunications
Transport for NSW
Water, sewerage or drainage authority

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

- 7.1 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.

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