

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	JKL Real Estate Shop 4, The Marina, 2 Little Street, Forster, NSW 2428	Phone: 6554 8717 Fax: 6555 8664
co-agent		
vendor	Leslie John McInnes 1/6 Nuwarra Circuit, Forster, NSW 2428	
vendor's solicitor	Leanne White Forster Tower Shop 13, 12-16 Wallis Street, Forster NSW 2428 PO Box 835, FORSTER NSW 2428	Phone: (02) 6554 8373 Email: leanne@leannewhite.com.au Fax: (02) 6557 6985 Ref: LW:SC:22237
date for completion	42nd day after the contract date	(clause 15)
land (address, plan details and title reference)	1/6 Nuwarra Circuit, Forster, New South Wales 2428 Registered Plan: Lot 1 Plan SP 68235 Folio Identifier 1/SP68235	
	<input type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies	
improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input checked="" type="checkbox"/> blinds <input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input checked="" type="checkbox"/> built-in wardrobes <input type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input type="checkbox"/> pool equipment <input checked="" type="checkbox"/> clothes line <input checked="" type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> TV antenna <input checked="" type="checkbox"/> curtains <input type="checkbox"/> other:
exclusions	
purchaser	
purchaser's solicitor	
price	\$
deposit	\$ (10% of the price, unless otherwise stated)
balance	\$
contract date	(if not stated, the date this contract was made)
buyer's agent	

vendor

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) ☐ NO ☐ yes

Nominated Electronic Lodgment Network (ELN) (clause 30): _____

Electronic transaction (clause 30)

☐ no ☐ YES

(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or serve *within* 14 days of the contract date):

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 a *GSTRW payment*
(GST 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.

GSTRW payment (GST 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 supplier is a partnership, a trust, part of a GST group or a participant in a GST joint venture.

Supplier's name:

Supplier's ABN:

Supplier's GST branch address (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *GSTRW payment*:

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

Amount purchaser must pay – price multiplied by the *GSTRW rate* (residential withholding rate):

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

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 lease (with every relevant memorandum or variation) <input type="checkbox"/> 16 other document relevant to tenancies <input type="checkbox"/> 17 licence benefiting the land <input type="checkbox"/> 18 old system document <input type="checkbox"/> 19 Crown purchase statement of account <input type="checkbox"/> 20 building management statement <input type="checkbox"/> 21 form of requisitions <input type="checkbox"/> 22 <i>clearance certificate</i> <input type="checkbox"/> 23 land tax certificate	<input checked="" type="checkbox"/> 32 property certificate for strata common property <input checked="" type="checkbox"/> 33 plan creating strata common property <input checked="" type="checkbox"/> 34 strata by-laws <input type="checkbox"/> 35 strata development contract or statement <input type="checkbox"/> 36 strata management statement <input type="checkbox"/> 37 strata renewal proposal <input type="checkbox"/> 38 strata renewal plan <input type="checkbox"/> 39 leasehold strata - lease of lot and common property <input type="checkbox"/> 40 property certificate for neighbourhood property <input type="checkbox"/> 41 plan creating neighbourhood property <input type="checkbox"/> 42 neighbourhood development contract <input type="checkbox"/> 43 neighbourhood management statement <input type="checkbox"/> 44 property certificate for precinct property <input type="checkbox"/> 45 plan creating precinct property <input type="checkbox"/> 46 precinct development contract <input type="checkbox"/> 47 precinct management statement <input type="checkbox"/> 48 property certificate for community property <input type="checkbox"/> 49 plan creating community property <input type="checkbox"/> 50 community development contract <input type="checkbox"/> 51 community management statement <input type="checkbox"/> 52 document disclosing a change of by-laws <input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 54 document disclosing a change in boundaries <input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 56 information certificate under Community Land Management Act 1989 <input type="checkbox"/> 57 disclosure statement - off the plan contract <input type="checkbox"/> 58 other document relevant to off the plan contract
Home Building Act 1989 <input type="checkbox"/> 24 insurance certificate <input type="checkbox"/> 25 brochure or warning <input type="checkbox"/> 26 evidence of alternative indemnity cover Swimming Pools Act 1992 <input type="checkbox"/> 27 certificate of compliance <input type="checkbox"/> 28 evidence of registration <input type="checkbox"/> 29 relevant occupation certificate <input type="checkbox"/> 30 certificate of non-compliance <input type="checkbox"/> 31 detailed reasons of non-compliance	Other <input type="checkbox"/> 59

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

1. This is the statement required by section 66X of the *Conveyancing Act 1919* and applies to a contract for the sale of residential property.
2. **EXCEPT** in the circumstances listed in paragraph 3, the purchaser may rescind the contract at any time before 5 pm on—
 - (a) the tenth business day after the day on which the contract was made—in the case of an off the plan contract, or
 - (b) the fifth business day after the day on which the contract was made—in any other case.
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:

APA Group Australian Taxation Office Council County Council Department of Planning, Industry and Environment Department of Primary Industries Electricity and gas Land & Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay transfer 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. More information is available from the ATO.

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>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being 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>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>GSTRW 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>GSTRW rate</i>);
<i>GSTRW 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>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>rescind</i>	rescind this contract from the beginning;
<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 22 of the Swimming Pools Regulation 2018).

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* or by payment by electronic funds transfer 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.

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

- 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 *Normally*, 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

Normally, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

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

8 Vendor's rights and obligations

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

9 Purchaser's default

If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –

- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
 - 9.2.1 for 12 months after the *termination*; or
 - 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
 - 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
 - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
 - 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).

- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
 - 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
 - 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
 - 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
 - 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
 - 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
 - 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
 - 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
 - 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
 - if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
 - 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
 - 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
 - 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
 - a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of a *GSTRW 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 *GSTRW 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 *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

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 lodgment fee to the purchaser.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that 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;
 - *FRCGW remittance* payable;
 - *GSTRW 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 Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 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 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 materially prejudices 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 to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date 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 an *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 the *effective date*, but at least 14 days before the date for completion, a *party* serves a notice stating a valid reason why it cannot 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 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 *Lodgment 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*; and
 - using the nominated *ELN*, unless the *parties* otherwise agree;
- 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;
 - 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
 - 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least *2 business days* before the date for completion.
- 30.10 Before 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 computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 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 *Lodgment 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
 - 30.13.2 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>ECNL</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 *FRCGW remittance* 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 *FRCGW remittance*.
- 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.

32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

SPECIAL CONDITIONS
ATTACHED TO CONTRACT FOR SALE OF LAND

33 Notice to Complete

- 33.1 If either party fails to complete by the completion date then the other party is entitled, at any time after the completion date, to serve a notice to complete making the time for completion essential.
- 33.2 Such a notice must give not less than 14 days notice after the day on which it is served.
- 33.3 A notice to complete of this duration is reasonable and sufficient to make the time for completion essential.
- 33.4 If the Purchaser does not complete this Contract by the completion date and, at that date the Vendor is ready, willing and able to complete, and if the Vendor issues a Notice to Complete, the sum of \$297.00 (inclusive of GST) incurred by the Vendor's Solicitor in the drafting and service of such Notice is to be paid by the Purchaser to the Vendor on completion, and the requirement for such payment is an essential term of this Contract.

34 Interest

34.1 If:

- the purchaser does not complete by the completion date; and
- the vendor is not in default

then the purchaser must pay to the vendor on completion, in addition to the balance of the price 10% interest on the balance of the price calculated at a daily rate from the day immediately after the completion date to the day on which this contract is completed.

- 34.2 This amount is a genuine pre-estimate of the vendor's loss of interest on the balance of the price and liability for rates and outgoings.

35 Alterations to contract

Clause 7.1.1 of this contract is deleted.

36 **Introduction of purchaser by estate agent**

- 36.1 The purchaser warrants that he was not introduced to the property or the vendor by any real estate agent other than the agent (if any) named on the front page of this contract.
- 36.2 If an estate agent, other than the agent (if any) named on the front page of this contract, recovers commission from the vendor by establishing that he introduced the purchaser to the property or to the vendor then the purchaser is liable to pay to the vendor the commission payable by the vendor and all legal costs incurred by the vendor (including legal costs ordered to be paid by the vendor) when contesting the claim for commission.

37 **Subsequent events**

If either party (or, if there is more than one, then any one of them) prior to completion:

- 37.1 being a natural person, dies or becomes mentally ill; or
- 37.2 being a company, resolves to go into liquidation or has a petition for winding up presented or enters into a scheme or arrangement with its creditors or has a liquidator, receiver, or official manager appointed

THEN either party may, at any time, rescind this contract.

38 **Purchaser accepts property as is**

The property and all inclusions are sold to the purchaser in their present state of repair, order and condition. The purchaser acknowledges having been given the opportunity of making a thorough inspection of the property and those improvements and agrees to accept them in their current state of repair, order and condition. The purchaser promises that no warranty, promise or representation has been made by the vendor or on behalf of the vendor in relation to these matters. The purchaser agrees that he will make no objection, requisition nor claim for compensation in relation to any of the matters referred to in this special condition nor will he require the vendor to carry out any repairs or work at all in relation to the property and the improvements.

39 **Electronic Settlement (PEXA) Order on the Agent**

It is an essential term of this Contract, when a PEXA settlement is agreed, the Purchaser's Solicitor/Conveyancer will provide the Order on Agent prior to settlement to the Vendor's Solicitor who will then hold the Order on the Agent in escrow until settlement is completed.

The Purchaser's Solicitor/Conveyancer irrevocably authorises the release of the Order on the Agent once settlement is completed.



FOLIO: 1/SP68235

SEARCH DATE	TIME	EDITION NO	DATE
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18/7/2022	3:33 PM	3	8/4/2010

LAND

LOT 1 IN STRATA PLAN 68235
AT FORSTER
LOCAL GOVERNMENT AREA MID-COAST

FIRST SCHEDULE

LESLIE JOHN MCINNES
DAPHNE ELSIE MCINNES
AS JOINT TENANTS (T AF420102)

SECOND SCHEDULE (1 NOTIFICATION)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP68235

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP68235

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
18/7/2022	3:34 PM	1	25/6/2002

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 68235
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT FORSTER
LOCAL GOVERNMENT AREA MID-COAST
PARISH OF FORSTER COUNTY OF GLOUCESTER
TITLE DIAGRAM SP68235

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 68235
ADDRESS FOR SERVICE OF DOCUMENTS:
6 NUWARRA CIRCUIT
FORSTER 2428

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 ATTENTION IS DIRECTED TO THE RESIDENTIAL SCHEMES MODEL BY-LAWS
CONTAINED IN THE STRATA SCHEMES MANAGEMENT REGULATION APPLICABLE
AT THE DATE OF REGISTRATION OF THE SCHEME
KEEPING OF ANIMALS - OPTION A HAS BEEN ADOPTED
- 3 DP843479 RESTRICTION(S) ON THE USE OF LAND
- 4 DP1035437 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (6) IN THE S.88B INSTRUMENT

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 20)

STRATA PLAN 68235

LOT	ENT	LOT	ENT
1	- 10	2	- 10

NOTATIONS

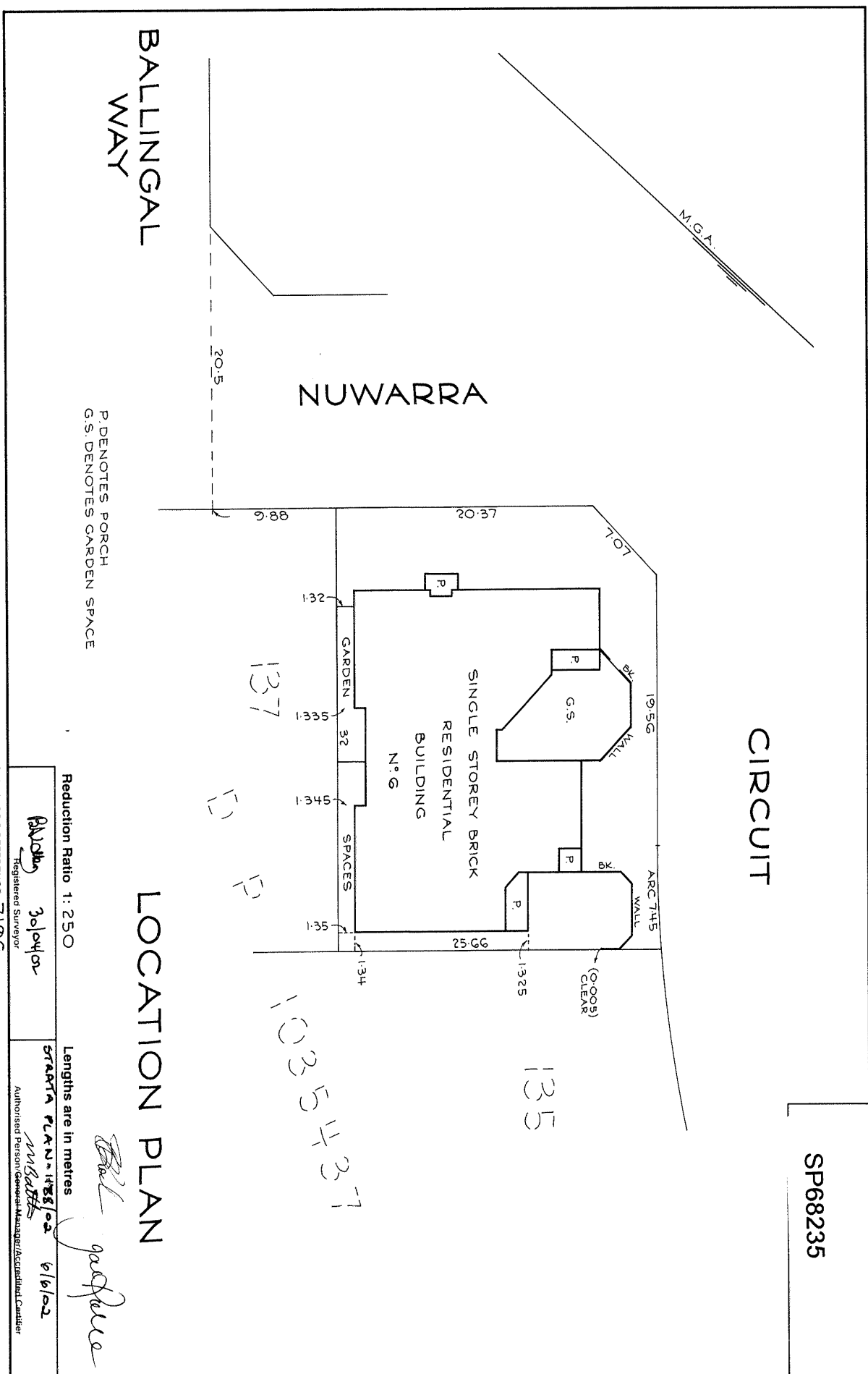
UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

22237

PRINTED ON 18/7/2022

SP68235

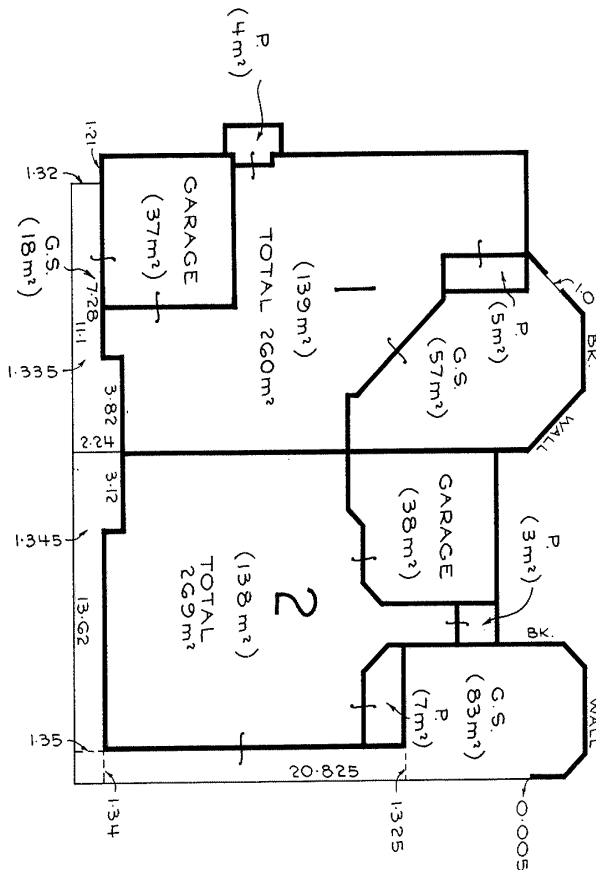


STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 3 of 3 Sheets

SP68235



GROUND FLOOR

NOTE: G.S. DENOTES GARDEN SPACE. THE STRATUM OF THE GARDEN SPACES IS LIMITED FROM 1 METRE BELOW TO 2.5 METRES ABOVE THE UPPER SURFACE OF THE FLOOR OF THE UNIT TO WHICH THEY FORM PART
 P. DENOTES PORCH. THE PORCHES ARE TOTALLY COVERED

Reduction Ratio 1: 200

AREAS ARE APPROXIMATE
 Lengths are in metres

Book 30/04/02
 Registered Surveyor

STRATA PLAN 1188/02 6/6/02
 Authorised Person/General Manager/Approved-Certifier

SURVEYOR'S REFERENCE: 7196

Strata Schemes Management Regulation 1997

Repealed version for 1 July 2005 to 31 August 2005 (accessed 4 August 2020 at 11:22)

Schedule 1

Schedule 1 Model by-laws

(Clause 23)

Residential Schemes

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 subclause (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.



- (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, 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 subclause (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 subclause (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 Drying of laundry items

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building other than on any lines provided by the owners corporation for the purpose and there only for a reasonable period.

11 Cleaning windows and doors

An owner or occupier of a lot must keep clean all exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property, unless:

- (a) the owners corporation resolves that it will keep the glass or specified part of the glass clean, or
- (b) that glass or part of the glass cannot be accessed by the owner or occupier of the lot safely or at all.

12 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.

13 Moving furniture and other objects on or through common property

- (1) An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the executive committee so as to enable the executive committee to arrange for its nominee to be present at the time when the owner or occupier does so.
- (2) An owners corporation may resolve that furniture or large objects are to be transported through or on the common property (whether in the building or not) in a specified manner.
- (3) If the owners corporation has specified, by resolution, the manner in which furniture or large objects are to be transported, an owner or occupier of a lot must not transport any furniture or large object through or on common property except in accordance with that resolution.

14 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.

15 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 refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, 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),
 - (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 refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, 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.

16 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), 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), 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), an owner or occupier of a residential lot must not keep any animal on the lot or the common property.

17 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 washing, towel, bedding, clothing or other article as referred to in by-law 10.

18 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).

19 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 subclause (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.



PLAN FORM 2

SIGNATURE AND SEALS ONLY

Plan Drawing only to appear in this space

OFFICE USE ONLY

DP 843479

Registered 12/10/1994

CA NO 96/1994 OF 21-9-1994

Title System TORRENS

Purpose SUBDIVISION

Ref Map Z 5532-43 # 71 #

Last Plan DP 738442

PLAN OF SUBDIVISION OF LOT 51 DP 738442

Lengths are in metres. Reduction Ratio 1:3000

Locality: GREAT LAKES

Locality: FORSTER

Parish: FORSTER

County: GLOUCESTER

This is sheet 1 of my part 1 - 2 sheets (Delete if inapplicable)

BRIAN ALBERT LIDBURY

DECATAD SWITH PARTNERS (FORSTER)

of 3 WHARF ST FORSTER NSW 2230

a surveyor registered under the Survey Act, 1929, as amended, hereby certify that the survey represented in this plan

accurate and has been made in accordance with the Survey Act, 1929, as amended, and was completed on

27-7-94

Signature of the Surveyor

Surveyor registered under the Survey Act, 1929, as amended

Witness date of survey

Plans used in preparation of survey compilation:

DP 262684, DP 262430, DP 606098,

DP 641072, DP 138442, DP 830925,

DP 836644, DP 830925, DP 830925,

DP 568630, DP 832447, DP 4342 1997,

R 21586 1903, R 20387 1903.

PANEL FOR USE ONLY for statements of intention

to dedicate public roads, to create public reserves,

use of land for positive covenants.

IT IS INTENDED TO CREATE LOT 23

AS PUBLIC RESERVE

PURSUANT TO SECTION 88B OF THE

CONVEYANCING ACT 1919-1924 IT IS

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DP 843479

Registered 12/10/1994

CA NO 96/1994 OF 21-9-1994

Title System TORRENS

Purpose SUBDIVISION

Ref Map Z 5532-43 # 71 #

PLAN OF SUBDIVISION OF LOT 51 DP 738442

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Locality: FORSTER

Parish: FORSTER

County: GLOUCESTER

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AS PUBLIC RESERVE

PURSUANT TO SECTION 88B OF THE

DP 843479

Registered 12/10/1994

CA NO 96/1994 OF 21-9-1994

Title System TORRENS

Purpose SUBDIVISION

Ref Map Z 5532-43 # 71 #

PLAN OF SUBDIVISION OF LOT 51 DP 738442

Lengths are in metres. Reduction Ratio 1:3000

Locality: GREAT LAKES

Locality: FORSTER

Parish: FORSTER

County: GLOUCESTER

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PURSUANT TO SECTION 88B OF THE

DP 843479

Registered 12/10/1994

CA NO 96/1994 OF 21-9-1994

Title System TORRENS

Purpose SUBDIVISION

Ref Map Z 5532-43 # 71 #

PLAN OF SUBDIVISION OF LOT 51 DP 738442

Lengths are in metres. Reduction Ratio 1:3000

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PLAN OF SUBDIVISION OF LOT 51 DP 738442

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PURSUANT TO SECTION 88B OF THE

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Registered 12/10/1994

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Title System TORRENS

Purpose SUBDIVISION

Ref Map Z 5532-43 # 71 #

PLAN OF SUBDIVISION OF LOT 51 DP 738442

Lengths are in metres. Reduction Ratio 1:3000

Locality: GREAT LAKES

Locality: FORSTER

Parish: FORSTER

County: GLOUCESTER

This is sheet 1 of my part 1 - 2 sheets (Delete if inapplicable)

PLAN FORM 3 To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

DP 843479

Registered: 14/10/1994

This is sheet 2 of my plan in 2 sheets dated 27-7-94

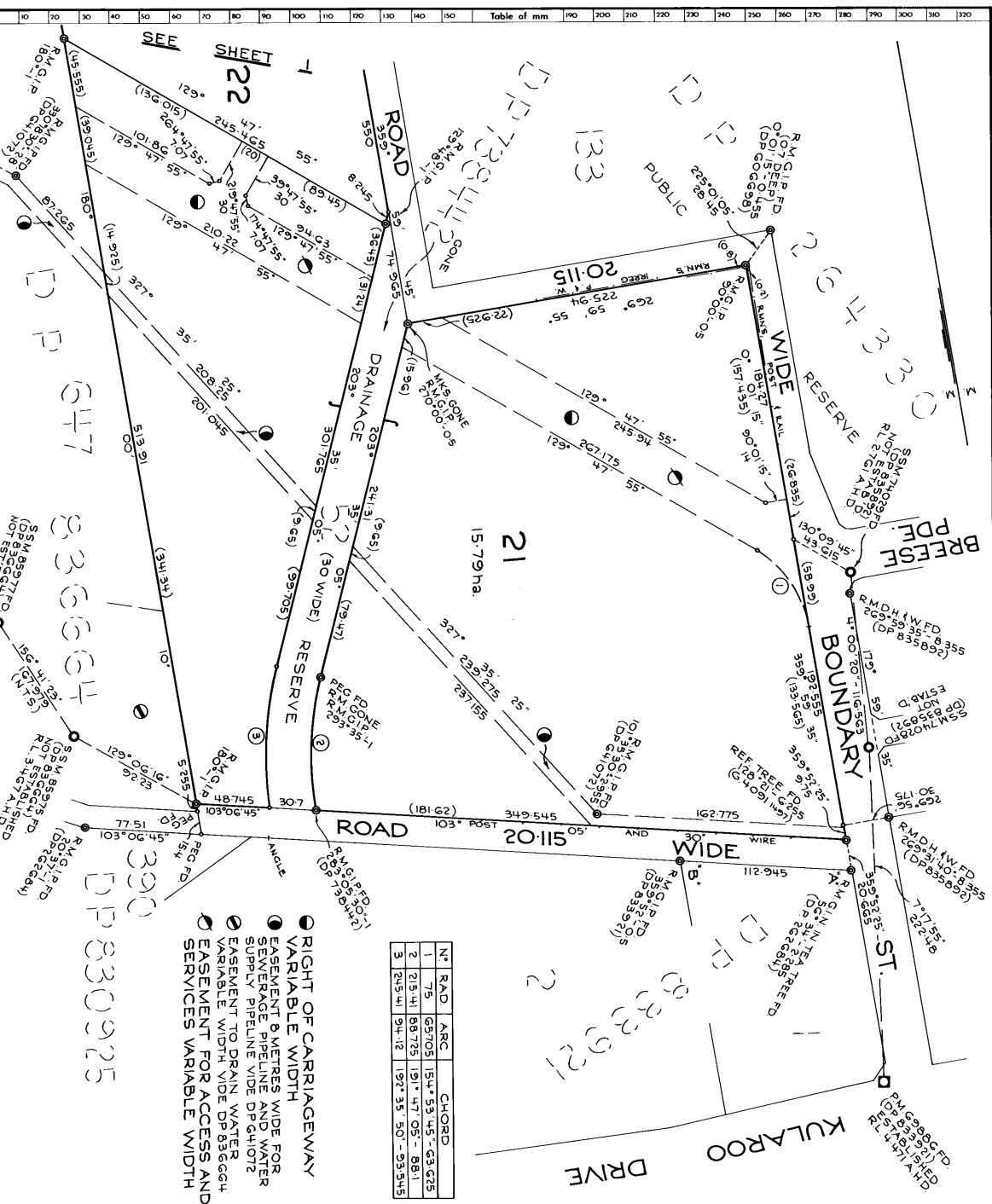
Surveyor registered under Surveyors Act 1928

This is sheet 2 of the plan of 2 sheets covered by my Certificate No. 961994 dated 21-1-1994

Signatures and seals only
 Council Clerk

N°	RAD	ARC	CHORD
1	75	65705	154° 53' 45" - 63° 25'
2	215-41	88° 725	191° 47' 05" - 88° 11'
3	245-41	94-12	192° 35' 50" - 93° 545

- RIGHT OF CARRIAGEWAY
- VARIABLE WIDTH
- EASEMENT & METRES WIDE FOR SEWERAGE PIPELINE AND WATER SUPPLY PIPELINE VIDE DP 641072
- EASEMENT TO DRAIN WATER
- VARIABLE WIDTH VIDE DP 836664
- EASEMENT FOR ACCESS AND SERVICES VARIABLE WIDTH



Plan Drawing only to appear in this space

REDUCTION RATIO 1:20000
 LENGTHS ARE IN METRES
 SURVEYOR'S REFERENCE 5486

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

DP1035437

Subdivision covered by Council
Clerk's Certificate No. 27/2002

Full Name and address of
Proprietor of the land

Davglade Pty Limited
(ACN 003 574 687) of Level
10, 61 Lavender Street, Milsons
Point

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 101-105 inc, 120-123 inc
125, 127, 131, 133-135 inc, 137-139 inc

MidCoast County Council

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

Lots 117, 118, 119, 128, 132

MidCoast County Council

h. R

DP1035437

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 6 Sheets)

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 121	Lot 120
Lot 122	Lots 120, 121
Lot 123	Lots 120-122 inc

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

Schedule of Lots, etc., affected

<u>Lots Burdened</u>	<u>Lots, name of road or authority benefited</u>
Lot 106	Country Energy



5. Identity of easement or
restriction fifthly referred to
in the abovementioned Plan: Easement to drain sewage
4 wide

Schedule of Lots, etc., affected

<u>Lots Burdened</u>	<u>Lots, name of road or authority benefited</u>
Lots 111-116 inc	MidCoast County Council

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

<u>Lots Burdened</u>	<u>Lots, name of road or authority benefited</u>
Each Lot except Lot 99	Every other lot except Lot 99

DP1035437

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 3 of 6 Sheets)

PART 1

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

Lots Burdened

Lots, name of road or authority benefited

Lot 101, Lots 111-124 inc

Every other lot on the plan except Lot 99

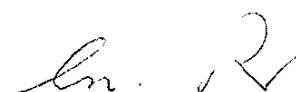
PART 2

4. Terms of Easement for Power Reticulation Supply 3 wide fourthly referred to in the abovementioned Plan:

Subject to the terms and conditions contained in Memorandum 3820073V registered with the Land and Property Information NSW Part A (Definitions) and Part D (Recitals).

5. 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



DP1035437

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

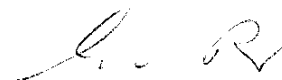
(Sheet 4 of 6 Sheets)

PART 2

- (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) Subject to Restriction 7(a) 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.
- (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 March, 2002 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.



DP1035437

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 5 of 6 Sheets)

PART 2

7. Terms of Restriction of the Use of Land seventhly referred to in the
abovementioned Plan:

- (a) No fence shall be erected or permitted to remain along any boundary facing a public reserve or road reservation other than a fence constructed by or on behalf of Davglade Pty Limited and no such fence shall be repaired or, if destroyed, replaced unless it is with materials identical in height colour material and construction with the original fence and no such boundary shall remain unfenced.
- (b) No building or other structure (excluding antennas) shall be erected or permitted to remain on any lot burdened the highest part of the roof of which exceeds RL 8.0 Australian Height Datum.

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

MidCoast County Council

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

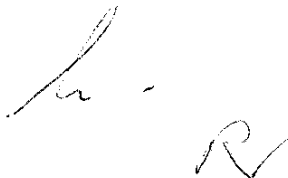
Country Energy

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.

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

Davglade Pty Limited

Handwritten signature and initials, possibly 'L. R.', in dark ink.

DP1035437

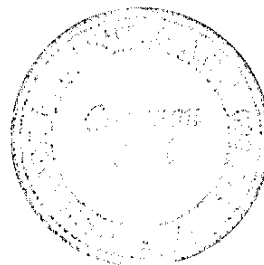
INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS AS TO USER INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919


Lengths are in metres

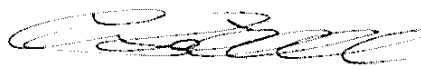
(Sheet 6 of 6 Sheets)

PART 2

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




.....
Witness


.....
Witness

Dated at Sydney this 11th day of December 2001
Executed by Australia and New Zealand Banking Group Limited
(ACN 005 357 522)
signed by its Attorney Anthony Bruce Roberts
who certifies that he is Manager Business Banking pursuant to
Power of Attorney Registered No. 840 Book 4228

Signed in the presence of

(Signature)

(Print Name)

(Title)

REGISTERED

13-12-2001

DP1035437

Registered: 13-12-2001

This is sheet 2 of my plan in 2 sheets
dated 22-10-2001

Surveyor registered under Surveyors Act 1999

This is sheet 2 of my plan in 2 sheets
of covered by subdivision certificate No 21/2002
of Forster Palms Estate
Stage 10A

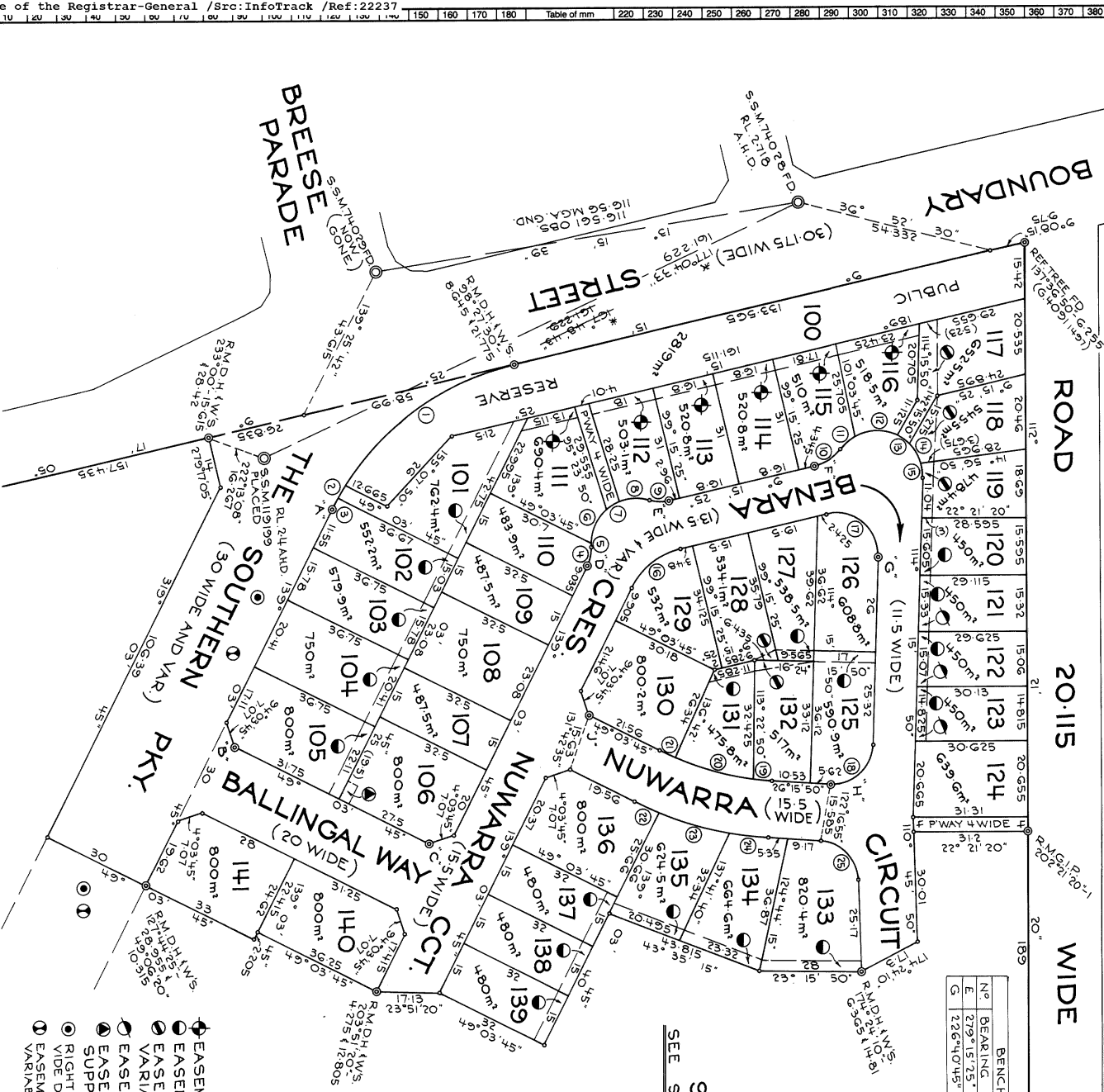
Authorised Person/General Manager/Professional Officer

For use where space is insufficient in any panel or Plan Form 2

mbd

Reduction Ratio 1:800

SURVEYOR'S REFERENCE: 5486/10A



No	BEARING	DIST	LEVEL
E	279°15'25"	3.835	7.815
G	226°40'45"	8.025	2.875

No	BEARING	DISTANCE	TYPE
A	53°00'00"	10.63723159	D.H.W.S.
B	319°03'45"	4.415 115.555	"
C	319°03'45"	4.275 115.565	"
D	229°03'45"	3.85519.535	"
E	279°15'25"	3.80519.565	"
F	279°15'25"	3.80519.565	"
G	226°40'45"	4.3418.025	"
H	302°16'55"	3.565111.685	"
J	311°42'35"	3.97 111.67	"

SEE SHEET 1
99

No	RAD	ARC	CHORD
1	75	58.015	167.0115-56.716
2	75	4.01	14.3115.107-4.01
3	75	3.48	14.0723.307-3.48
4	102.5	5.29	30.477.057-5.23
5	125	1.02	291.50.507-1.02
6	125	10.305	317.46.707-10.015
7	125	4.15	35.07.567-4.15
8	125	8.37	19.37.487-8.215
9	102.5	5.29	24.02.057-5.23
10	125	6.65	34.97.267-6.448
11	125	5.315	34.147.407-5.275
12	125	1.2	21.78.507-1.1545
13	125	4.04	58.14.757-4.02
14	125	6.235	87.46.557-6.17
15	125	3.97	105.09.557-3.955
16	20	17.52	34.47.09.557-16.965
17	116.45	21.34	61.45.407-18.475
18	11	17.665	16.0715.507-15.825
19	80	4.965	20.87.037-4.985
20	80	22.135	217.45.457-22.065
21	80	4.71	22.72.307-4.71
22	95.5	7.45	46.49.407-7.45
23	95.5	70	36.35.357-19.965
24	95.5	10.55	29.75.457-10.545
25	11	16.275	68.30.507-14.79

- EASEMENT TO DRAIN SEWAGE 4 WIDE
- EASEMENT TO DRAIN SEWAGE 3 WIDE
- EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH
- EASEMENT TO DRAIN WATER 3 WIDE
- EASEMENT FOR POWER RETICULATION SUPPLY 3 WIDE
- RIGHT OF CARRIAGEWAY VARIABLE WIDTH
- EASEMENT FOR ACCESS AND SERVICES
- VARIABLE WIDTH VIDE DP 843479

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

Lengths are in metres

(Sheet 1 of 3 Sheet instrument)

DP 843479

PART 1

Subdivision covered by Council Clerk's
Certificate No. 96 of 1994 DATED 21.9.1994

Full name and address of
proprietor of the land:

ALMA TOOHEY
637 Princes Highway Kogarah.

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

Right of carriageway variable width.

Schedule of Lots, etc. affected

Lots Burdened:

Lots, Name of Road or Authority Benefited

21

22

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

Easement for access & services variable
width

Schedule of Lots, etc. affected

Lots Burdened:

Lots, Name of Road or Authority Benefited

21

Great Lakes Council, Telecom Australia &
Oxley Electricity

3. Identity of easement or
restriction thirdly referred
to in abovementioned plan

Restrictions on the use of land

Schedule of Lots, etc. affected

Lots Burdened:

Lots, Name of Road or Authority Benefited

21 & 22

Great Lakes Council

4. Identity of easement or
restriction fourthly referred
to in abovementioned plan

Restrictions on the use of land

Alma Toohey

Alma Toohey



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

Lengths are in metres

(Sheet 2 of 3 Sheet instrument)

DP 843479

Subdivision covered by Council Clerk's
Certificate No. 96 of 1994 DATED 21.9.1994

Schedule of Lots etc affected

Lots Burdened

Lots, Name or Road or Authority Benefitted

21

22

PART 2

1. Terms of easement or restriction secondly referred to in abovementioned plan:

Full and free right for each of the authorities in whose favour this easement is created and their successors and every person authorised by any of the authorities from time to time and at all times by means of underground mains, wires, cables, pipes and ancillary works to transmit electricity and telecommunication services and to transport sewage and water as applicable to each authority in any quantities across and through the land herein indicated as the servient tenement, together with the right to use, for the purposes of the easement, any underground mains, wires, cables, pipes and ancillary works already laid within the servient tenement for the purposes of the easement or any underground mains, wires, cables, pipes and ancillary works in replacement or in substitution therefor and to lay, place and maintain underground mains, wires, cables, pipes and ancillary works within the servient tenement for the purposes of the easement together with the right for each of the authorities and every person authorised by any of the authorities, with any tools, implements, or machinery, necessary for the purpose, to enter upon the servient tenement and to remain there for any reasonable time for the purposes of laying, inspecting, cleansing, repairing, maintaining or renewing such underground mains, cables, pipes and ancillary works or any part thereof and for any of the aforesaid purposes to open the soil of the servient tenement to such extent as may be necessary provided that the authority or person authorised will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore that surface as nearly as practicable to its original condition and provided further that the registered proprietor for the time being of the land burdened by the easement shall not erect or permit to be erected any building or other structure of any kind or description on over or under the servient tenement or alter the surface level thereof or carry out any form of construction affecting the surface undersurface or subsoil thereof without the permission in writing of the authorities and anything so permitted shall be executed in all respects in accordance with the reasonable requirements of the authorities.

2. Terms of easement or restriction thirdly referred to in abovementioned plan:

That no building shall be erected on any of the lots burdened unless the building site is filled to or above the 1:100 year flood height of 2.2 metres AHD to the satisfaction of Great Lakes Council.

R. E. Mayne

A. Trokey

12.10.1994

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

Lengths are in metres

(Sheet 3 of 3 Sheet instrument)

DP 843479

PART 2 (cont'd)

Subdivision covered by Council Clerk's

Certificate No. 96 of 1994 DATED 21.9.1994

3. Terms of easement or restriction fourthly referred to in abovementioned plan:

That for the benefit of any adjoining land owned by the registered proprietor but only during the ownership thereof by the registered proprietor her successors and assigns other than purchasers on sale no fences shall be erected on any lot to divide the same from such adjoining land without the consent of the registered proprietor but such consent shall not be withheld if such fence is erected without expense to the registered proprietor and in favour of any such person dealing with the transferee such consent shall be deemed to have been given in respect of every such fence for the time being erected.

Name of person empowered to release, vary or modify easement or restriction thirdly referred to in the abovementioned plan

Great Lakes Council.

Name of person empowered to release, vary or modify easement or restriction fourthly referred to in the abovementioned plan

Alma Toohey and her heirs

Alma Toohey

SIGNED SEALED AND DELIVERED by the
said ALMA TOOHEY in the presence of:

Rebecca A. Magpoc
Rebecca A. Magpoc
637 Princes Highway
Kogarah 2217
Process Worker

Easements 1, 2 & 3 approved.

Council Clerk.

REGISTRATION
12.10.1994

PLANNING CERTIFICATE

Information provided pursuant to SCHEDULE 4 of the
Environment Planning and Assessment Regulation 2000

APPLICANT: Leanne White Solicitor
PO Box 835
FORSTER NSW 2428

Certificate No: PC2022/2471

Certificate Date: 11/07/2022

Property: UNIT 1/6 Nuwarra Circuit FORSTER NSW 2428

Title: Lot 1 SP 68235

Land No: 634860

Applicant's Ref: McInnes 22237

IMPORTANT: Please read this certificate carefully.

The information provided in this certificate relates only to the land described above. If you need information about an adjoining property or nearby land, a separate certificate will be required.

All information provided is correct as at the date above. Please note, it is possible for changes to occur within a short time and we recommend you only rely upon a very recent certificate.

For more information on this Planning Certificate please contact our Customer Experience team on 02 7955 7777.

Adrian Panuccio
GENERAL MANAGER



SECTION 10.7(2)

The following matters relate to the land, as required by section 10.7(2) of the *Environmental Planning and Assessment Act (1979)* ("the Act") and clause 284 and Schedule 4 of the *Environmental Planning and Assessment Regulation 2000*.

ITEM 1 - Names of relevant planning instruments and Development Control Plans

1. *The following environmental planning instruments apply to the carrying out of development on the land:*

Local Environmental Planning Instrument

Great Lakes Local Environmental Plan 2014

State Environmental Planning Policies

State Environmental Planning Policy Biodiversity and Conservation 2021
State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004
State Environmental Planning Policy Exempt and Complying Development Codes 2008
State Environmental Planning Policy Housing 2021
State Environmental Planning Policy Industry and Employment 2021
State Environmental Planning Policy No 65—Design Quality of Residential Apartment Development
State Environmental Planning Policy Planning Systems 2021
State Environmental Planning Policy Precincts—Regional 2021
State Environmental Planning Policy Primary Production 2021
State Environmental Planning Policy Resilience and Hazards 2021
State Environmental Planning Policy Resources and Energy 2021
State Environmental Planning Policy Transport and Infrastructure 2021

Detailed information on the local environmental plans and State Environmental Planning Policies listed in this certificate is available at *NSW Legislation – In force* website.

2. *The following proposed environmental planning instruments apply to the carrying out of development on the land and are or have been the subject of community consultation or on public exhibition under the Environmental Planning and Assessment Act 1979:*

The following proposed environmental planning instruments apply to the land:

No proposed environmental planning instruments apply to the land.

Detailed information on draft environmental planning instruments is available at the NSW Department of Planning and Environment *Current LEP Proposals* website; or MidCoast Council's website.

Council has been notified that the following Draft State Environmental Planning Policy was placed on public exhibition and may affect land use planning and development in the MidCoast:

Department of Planning and Environment Employment Zones Reform — Standard Instrument (Local Environmental Plans) Order 2006 Amendment to replace Business (B) and Industrial (IN) zones with five new employment zones and three supporting zones in all standard local environmental plans, including Gloucester Local Environmental Plan 2010, Great Lakes Local Environmental Plan 2014 and Greater Taree Local Environmental Plan 2010 – exhibition 31/05/2022 to 12/07/2022

Aboriginal Lands State Environmental Planning Policy amendment and Northern Beaches Aboriginal Land Development Delivery Plan – exhibition 07/02/2022 to 21/03/2022

BASIX Higher Standards – exhibition 17/11/2021 to 28/02/2022

Infrastructure and Education State Environmental Planning Policy amendments: Changes to definitions and assessment – exhibition 15/12/2021 to 11/02/2022

Infrastructure State Environmental Planning Policy amendments: Changes to landscape rehydration infrastructure planning rules – exhibition 20/12/2021 to 28/02/2022

Infrastructure State Environmental Planning Policy amendments: Electricity generating works or solar energy systems – exhibition 16/08/2021 to 13/09/2021

Infrastructure State Environmental Planning Policy amendments: Telecommunications and other communication facilities – exhibition 16/08/2021 to 13/09/2021

Infrastructure Planning Rules – exhibition 20/12/2021 to 28/02/2022

Planning Amendments for Agriculture – exhibition 09/03/2021 to 19/04/2021

North Tuncurry Urban Release Area: State Environmental Planning Policy Amendment to Great Lakes Local Environmental Plan 2014 – exhibition 02/05/2022 to 17/6/2022

The Fun State Environmental Planning Policy – exhibition 29/10/2021 to 30/11/2021

Information on the draft State Environmental Planning Policies listed in this certificate is available on the Department of Planning and Environment Have Your Say webpage for Draft Plans and policies.

Detailed information on draft State Environmental Planning Policies are available at the NSW Department of Planning and Environment website.

3. *The following development control plans apply to the carrying out of development on the land:*

Great Lakes Development Control Plan 2014

ITEM 2 – Zoning and land use under relevant Local Environmental Plans

For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a State Environmental Planning Policy or proposed State Environmental Planning Policies)

1. (a)-(d) Zoning details in the instruments identified in ITEM 1(1) above

Zone R2 Low Density Residential - (Great Lakes LEP 2014)

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; Medical centres; Moorings; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Recreation facilities (indoor); Respite day care centres; Roads; Secondary dwellings; Seniors housing; Sewerage systems; Shop top housing; Tank-based aquaculture; Water recreation structures; Water supply systems; Wharf or boating facilities

4 Prohibited

Any development not specified in item 2 or 3

Detailed information on the land zone mapping is available at the NSW Department of Planning and Environment ePlanning Spatial Viewer website; or MidCoast Council's website.

Note: Please be advised that waterways move over time. Consequently, if the property is affected by Zone W1 (Natural Waterways) or W2 (Recreational Waterways), or within close proximity to this zone, a surveyor may need to undertake a survey to ascertain the current property boundaries.

Additional permitted uses

No environmental planning instrument applies additional permitted use provisions to this land.

Note: Detailed information on the local environmental plan is available at NSW Legislation – Inforce legislation.

(e) Are there development standards applying to the land, which fix minimum land dimensions for the erection of a dwelling house on the land?

No fixed minimum land dimensions apply to this land.

(f) Does the land include or comprise critical habitat?

No, the land does not include or comprise critical habitat.

(g) Is the land within a conservation area?

Note: excluding conservation areas otherwise identified under Item 9A - biodiversity certified land; Item 10 – biodiversity stewardship site; Item 10A – Native vegetation clearing set asides; or Item 12 – Property vegetation plans.

No, the land is not identified as being within a conservation area.

(h) Is there an item of environmental heritage on the land?

No environmental planning instrument identifies an item of environmental heritage on the land.

Note: An item of environmental heritage, namely Aboriginal heritage, listed on the Aboriginal Heritage Information Management System (AHIMS), may be situated on the land. The Department of Planning and Environment, Biodiversity and Conservation Division.

2. (a)-(d) Zoning details in any draft instruments identified in ITEM 1(2) above

The following proposed environmental planning instruments apply to the land and propose a change to the land zone or land uses that are allowed on the land:

Employment Zones Reform

Planning Authority: Department of Planning and Environment

Standard Instrument (Local Environmental Plans) Order 2006 Amendment to replace Business (B) and Industrial (IN) zones with five new employment zones and three supporting zones in all standard local environmental plans, including Gloucester Local Environmental Plan 2010, Great Lakes Local Environmental Plan 2014 and Greater Taree Local Environmental Plan 2010.

A limited number of additional sites have also been identified for rezoning to one of the new employment or supporting zones, based on the findings and recommendations of the adopted MidCoast Council Employment Zones Review and Manning Health/Taree CBD Precinct Plan.

Exhibition of this proposed environmental planning instrument occurred between 31 May 2022 to 12 July 2022.

(e) Are there development standards applying to the land, which fix minimum land dimensions for the erection of a dwelling house on the land?

No proposed environmental planning instruments include a development standard to fix a minimum land dimension for the erection of a dwelling house on the land.

(f) Does the land include or comprise critical habitat?

No proposed environmental planning instruments include or comprise critical habitat on the land.

(g) Is the land within a draft conservation area (however described)?

Note: excluding conservation areas otherwise identified under Item 9A - biodiversity certified land; Item 10 – biodiversity stewardship site; Item 10A – Native vegetation clearing set asides; or Item 12 – Property vegetation plans.

No proposed environmental planning instrument identifies the land as being within a draft conservation area.

(h) Is there a draft item of environmental heritage situated on the land?

No proposed environmental planning instrument identifies a draft item of environmental heritage on the land.

ITEM 2A - Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006

The land is not located within a Sydney Regional Growth Centre.

ITEM 3 – Complying Development Exclusions

(1) The extent to which complying development may be carried out on the land, under clauses 1.17A(1) (c) to (e), (2), (3) and (4), 1.18 (1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

The following Complying Development Codes **may** allow complying development to be carried out on land in the following land uses zones:

- Complying Development under **(Part 3) Housing Code** may be carried out on land within the following zones: R1 General Residential; R2 Low Density Residential; R3 Medium Density Residential; R4 High Density Residential; RU5 Village.
- Complying Development under **(Part 3A) Rural Housing Code** may be carried out on land within the following zones: R5 Large Lot Residential; RU1 Primary Production; RU2 Rural Landscape; RU3 Forestry; RU4 Primary Production Small Lots; RU6 Transition.
- Complying Development under **(Part 3B) Low Rise Housing Diversity code** may be carried out on land within the following zones: R1 General Residential; R2 Low Density Residential; R3 Medium Density Residential; RU5 Village.
- Complying Development under **(Part 3C) Greenfield Housing Code** may be carried out on land within the following zones: R1 General Residential; R2 Low Density Residential; R3 Medium Density Residential; R4 High Density Residential; RU5 Village.
- Complying Development under **(Part 3D) Inland Code** does not apply to land within the MidCoast local government area.
- Complying Development under **(Part 4) Housing Alterations Code** may be carried out on land within any zone.
- Complying Development under **(Part 4A) General Development Code** may be carried out on land within any zone.

- Complying Development under **(Part 5) Industrial and Business Alterations Code** may be carried out on land within any zone.
- Complying Development under **(Part 5A) Industrial and Business Buildings Code** may be carried out on land within the following zones: B1 Neighbourhood Centre; B2 Local Centre; B3 Commercial Core; B4 Mixed Use; B5 Business Development; B6 Enterprise Corridor; B7 Business Park; B8 Metropolitan Centre; IN1 General Industrial; IN2 Light Industrial; IN3 Heavy Industrial; IN4 Working Waterfront; SP3 Tourist.
- Complying Development under **(Part 5B) Container Recycling Facilities Code** may be carried out on land within the following zones: B1 Neighbourhood Centre; B2 Local Centre; B3 Commercial Core; B4 Mixed Use; B5 Business Development; B6 Enterprise Corridor; B7 Business Park; B8 Metropolitan Centre; IN1 General Industrial; IN2 Light Industrial; IN3 Heavy Industrial; IN4 Working Waterfront; SP3 Tourist.
- Complying Development under the **(Part 6) Subdivisions Code** may be carried out on land within any zone.
- Complying Development under the **(Part 7) Demolition Code** may be carried out on land within any zone.
- Complying Development under the **(Part 8) Fire Safety Code** may be carried out on land within any zone.

(2) *The extent to which complying development may not be carried out on the land because of the provisions of Clauses 1.17A(1)(c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of the Policy and the reasons why it not be carried out under those clauses.*

The provisions of Clauses 1.17A(1)(c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 are not identified on the land. Complying development may be undertaken in accordance with the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 as amended.

Note: This information needs to be read in conjunction with the whole of the State Environment Planning Policy. If an identification, restriction or characteristic of land referred to above is not located on or does not comprise, the whole of the relevant land, complying development may be carried out on any part of the land not so identified, restricted or characterised.

Note: Information regarding whether the property is affected by flood related development controls or is bushfire prone land is identified in other sections of this certificate. If your property is identified as being impacted by bushfire or flooding, a specific technical assessment of these issues will be required as part of any Complying Development Certificate application under the State Environment Planning Policy, or a development application for any other type of development requiring consent from Council.

Note: Despite any references above advising that Complying Development may be undertaken on the land, certain Complying Development may be precluded from occurring on the land due to requirements contained in the remainder of State Environment Planning Policy (Exempt and Complying Development Codes) 2008. It is necessary to review the State Environment Planning Policy in detail to ensure that specific types of complying development may be undertaken on the land.

- (3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.**

Council does not have sufficient information on the following matters, to confirm the extent to which complying development may or may not be carried out on the site.

1.17A(1) Requirements for complying development for all environmental planning instruments:

(c) land that is, or is part of, a wilderness area (within the meaning of the *Wilderness Act 1987*), or

(d) (i) land that comprises an item that is listed on the State Heritage Register under the Heritage Act 1977 or on which such an item is located, or

(d) (ii) land subject to an interim heritage order under that Act or on which is located an item that is so subject, or

(e) land within an environmentally sensitive area.

Cl.1.5 Interpretation – general

environmentally sensitive area means any of the following—

(g) land identified in this or any other environmental planning instrument as being of high Aboriginal cultural significance or high biodiversity significance.

(e) land within an environmentally sensitive area.

Cl.1.5 Interpretation – general

environmentally sensitive area means any of the following—

(i) land reserved or dedicated under the Crown Land Management Act 2016 for the preservation of flora, fauna, geological formations or for other environmental protection purposes.

(e) land within an environmentally sensitive area.

Cl.1.5 Interpretation – general

environmentally sensitive area means any of the following—

(j) land identified as being critical habitat under the Threatened Species Conservation Act 1995 or Part 7A of the Fisheries Management Act 1994.

1.17A(3) Requirements for complying development for all environmental planning instruments:

If an item listed on the State Heritage Register is not located on, or does not comprise, the whole of the relevant land, subclause (1)(d) applies only to the part of the land that is described and mapped on that register.

1.17A(4) Requirements for complying development for all environmental planning instruments:

If an item not listed on the State Heritage Register but identified as an item of environmental heritage in an environmental planning instrument does not comprise, or is not located on, the whole of the relevant land, subclause (1)(d) applies only to the part of the land that is described and mapped on that instrument.

1.19(1) Specific land exemptions for Housing Code, Inland Code, Low Rise Housing Diversity Code, Rural Housing Code and Greenfield Housing Code

(b) reserved for a public purpose by an environmental planning instrument, or

(e) identified by an environmental planning instrument as being—

(ii) within a river front area, or

(iii) within an ecologically sensitive area, or

(i) declared to be a special area under the Water NSW Act 2014, or

(j) unsewered land—

(ii) in any other drinking water catchment identified in any other environmental planning instrument.

1.19(4) Specific land exemptions for Housing Alterations Code and General Development Code

To be complying development specified for the Housing Alterations Code or the General Development Code, the development must not be carried out on unsewered land—

(b) in any other drinking water catchment identified in any other environmental planning instrument.

1.19(5) Specific land exemptions for Industrial and Business Buildings Code

(b) land that is reserved for a public purpose in an environmental planning instrument, or

(f) land identified by an environmental planning instrument as being—

(ii) within a river front area, or

(iii) within an ecologically sensitive area, or

(i) unsewered land—

(ii) in any other drinking water catchment identified in any other environmental planning instrument.

For further information on complying development, please refer to the Department of Planning and Environment.

ITEM 4 – (Repealed)

ITEM 4A – (Repealed)

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

Has the owner (or any previous owner) of the land consented in writing to the land being subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act)?

No, the land is not subject to annual charges under the Local Government Act 1993 for coastal protection works.

ITEM 5 – Mine subsidence

Is the land proclaimed to be in a mine subsidence district within the meaning of the Coal Mine Subsidence Compensation Act 2017?

No, the land is not in a mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.

ITEM 6 – Road widening and road realignment

Whether the land is affected by road widening or road realignment under—

(a) the Roads Act 1993, Part 3, Division 2, or

No, Council has not been notified that the land is affected by road widening or realignment under the *Roads Act 1993, Part 3, Division 2*.

(b) an environmental planning instrument, or

No, the land is not identified as being affected by a proposed road widening or realignment in the local environmental plan.

(c) a resolution of the council.

No, the land is not identified by a resolution of Council as being affected by a proposed road widening or realignment.

Note: This item relates to Council's road proposals only. Other authorities, including the NSW Roads and Traffic Authority may have road widening proposals.

ITEM 7 – Council and other public authority policies on hazard risk restrictions

Whether or not the land is affected by a policy—

(a) adopted by the council, or

(b) adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council, that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulfate soils or any other risk (other than flooding).

Council **has not** adopted a policy or been notified of any adopted policy of another public authority, that restricts development on the land because of the likelihood of landslip, subsidence or salinity.

Council **does have** adopted policies or has been notified of adopted policies of another public authority on matters relating to the risk of bushfire; acid sulfate soils; contamination; aircraft noise; flooding; tidal inundation; sea level rise; and coastal hazards.

The information below identifies any adopted policies that apply to the land:

No, Council has not adopted a policy or been notified of any adopted policy of another public authority, that restricts development on the land because of hazard risk restrictions.

Note: The identification of land as not being affected by coastal hazards does not mean that the land is not, or may not be, affected by coastal hazards now or in the future, or that the land will not in the future be subject to coastal hazard related development controls, as additional data and information regarding the land become available.

ITEM 7A – Flood related development controls information

1. *If the land or part of the land is within the flood planning area and subject to flood related development controls.*

Yes, the land in whole or part is affected by flood related development controls.

2. *If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.*

No, the land in whole or part is not subject to flood related development controls associated with an identified Probable Maximum Flood (PMF) within an adopted Council policy or environmental planning instrument.

Note: The information provided in Item 7A is based on the data and information presently available to the Council and on development controls in force as at the date of this certificate. The identification of land as not being subject to flood related development controls does not mean that the land is not, or may not be, subject to flooding or that the land will not in the future be subject to flood related development controls, as additional data and information regarding the land become available.

Details relating to flood risk and flood planning levels may be provided on a Flood Level Certificate. The application form is available in the Forms Library on Council's website.

ITEM 8 – Land reserved for acquisition

Is there an environmental planning instrument, or proposed environmental planning instrument referred to in clause 1 which makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Environmental Planning and Assessment Act 1979?

No, the land is not identified in the Land Reserved for Acquisition map of the local environmental plan or a draft environmental planning instrument.

ITEM 9 – Contributions plans

The name of each contributions plan applying to the land:-

Great Lakes - Forster District Contributions Plan 2015

Great Lakes Wide Contributions Plan 2015

Note: In addition to the above developer contribution plans, Development Servicing Plans for water and sewer connection may be applicable, attracting additional contributions for the development, particularly where development will connect to water and/or sewer services.

ITEM 9A - Biodiversity certified land

Is the land biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016 (including land certified under Part 7AA of the Threatened Species Conservation Act 1995)?

Note: Biodiversity certified land includes land certified under Part 7AA of the Threatened Species Conservation Act 1995 that is taken to be certified under Part 8 of the Biodiversity Conservation Act 2016.

No, Council has not been notified that the land is a biodiversity certified land.

ITEM 10 – Biodiversity stewardship sites

Has Council been notified by the Chief Executive of the Office of Environment and Heritage that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016 (including biobanking agreements under Part 7A of the Threatened Species Conservation Act 1995)?

Note: Biodiversity stewardship agreements include biobanking agreements under Part 7A of the Threatened Species Conservation Act 1995 that are taken to be biodiversity stewardship agreements under Part 5 of the Biodiversity Conservation Act 2016.

No, Council has not been notified that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under the *Biodiversity Conservation Act 2016, Part 5*.

ITEM 10A – Native vegetation clearing set asides

Under section 60ZC of the Local Land Service Act 2013, has Council been notified by Local Land Services (or is it registered in the public register under that section) that the land contains a set aside area?

No, Council has not been notified that the land contains a native vegetation clearing set asides site.

ITEM 11 – Bush fire prone land

No, the land is not identified as bushfire prone land.

Note: In accordance with the Environmental Planning and Assessment Act 1979, bush fire prone land, in relation to an area, means land recorded for the time being as bush fire prone land on a bush fire prone land map for the area. This mapping is subject to periodic review. Additional mapping information is available on Council's website via the Online Mapping tool.

Note: Further details of any applicable restrictions on development of the land associated with Bushfire Prone Land may be obtained by consulting with Council or reviewing the guideline *Planning for Bushfire Protection 2019* (as amended from time to time) available on the NSW Rural Fire Service website.

Note: The identification of land as not being bushfire prone does not mean that the land is not, or may not be, affected by bushfire or that the land will not in the future be subject to bushfire related development controls, as additional data and information regarding the land become available.

ITEM 12 – Property vegetation plans

Has Council been notified (by the person or body that approved the plan) of the existence of a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 (and that continues in force) applying to the land?

No, Council has not been advised that an approved Property Vegetation Plan applies to this land and continues in force under the Native Vegetation Act 2003, Part 4.

ITEM 13 – Orders under Trees (Disputes Between Neighbours) Act 2006

Has Council been notified that an order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land?

No, Council has not been notified of an order under the *Trees (Disputes Between Neighbours) Act 2006* that affects the subject land.

ITEM 14 – Directions under Part 3A

Is there a direction by the Minister in force under section 75P (2) (c1) of the Environmental Planning and Assessment Act 1979 that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect?

No, there is no direction by the Minister in force under section 75P (2) (c1) of the *Environmental Planning and Assessment Act 1979*, that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect, applying to the land.

ITEM 15 – Conditions for seniors housing

If State Environment Planning Policy (Housing) 2021, Chapter 3, Part 5 applies to the land, a statement setting out terms of a kind referred to in the Policy, clause 88(2) that have been imposed as a condition of development consent granted after 11 October in relation to the land.

No, Council is not aware of a condition of consent being imposed in terms of a kind referred to in *Chapter 3, Part 5 clause 88(2) of the State Environmental Planning Policy (Housing) 2021* in respect of development on the land.

ITEM 16 – Site compatibility certificates for infrastructure, schools or TAFE establishments

Has a valid site compatibility certificate (infrastructure) or a site compatibility certificate (schools or TAFE establishments), of which the Council is aware, been issued?

No, Council is not aware of a site compatibility verification certificate for infrastructure, schools or TAFE establishments on the land.

ITEM 17 – Site compatibility certificates and conditions for affordable rental housing

- 1. Has a current site compatibility certificate (affordable rental housing), of which the Council is aware, been issued in respect of proposed development on the land?***

No, Council is not aware of a site compatibility verification certificate for affordable rental housing on the land.

- 2. If State Environmental Planning Policy (Housing) 2021, Chapter 2, Part 2, Division 1 or 5 applies to the land, a statement setting out terms of a kind referred to in the Policy, clause 21(1) or 40(1) that have been imposed as a condition of development consent in relation to the land.***

No, Council is not aware of a condition being imposed in terms of a kind referred to in *Chapter 2, Part 2, Division 1 or 5 Clause 21(1) or 40(1) of the State Environmental Planning Policy (Housing) 2021* in respect of development on the land.

ITEM 18 – Paper subdivision information

- (1) **The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.**

No, an adopted development plan does not apply to the land.

- (2) **The date of any subdivision order that applies to the land.**

A subdivision order does not apply to the land.

ITEM 19 – Site verification certificates

Has Council been made aware of a current site verification certificate that has been issued in respect of the land?

No, Council is not aware of a current site verification certificate that applies to the land.

ITEM 20 – Loose – fill asbestos insulation

Has Council been notified that the land includes any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act 1989) that are listed on the register that is required to be maintained under that Division?

No, Council has not been notified that the land is identified on the register of residential premises under *Division 1A of Part 8 of the Home Building Act 1989*.

ITEM 21 – Affected building notices and building product rectification orders

1. **Is any affected building notice in force in respect of the land?**

No, Council is not aware of any affected building notice is in force on the land.

2. **Is any building product rectification order in force in respect of the land that has not been fully complied with?**

No, Council is not aware of any building product rectification order is in force on the land that has not been fully complied with.

3. **Has a notice of intention to make a building product rectification order been given in respect of that land that is outstanding?**

No, Council is not aware of any notice of intention to make a building product rectification order on the land which is outstanding.

ITEM 22 – State Environmental Planning Policy (Western Sydney Aerotropolis) 2020

The land is not located within the Western Sydney Aerotropolis.

NOTE 1 – Matters arising under the Contaminated Land Management Act 1997

Section 59(2) of the Contaminated Land Management Act 1997 prescribes the following additional matters to be specified in planning certificates:-

- (a) ***At the date of this certificate, is the land (or part of the land) to which this certificate relates significantly contaminated land?***

No, the land is not declared to be significantly contaminated land under *Part 3 of the Contaminated Land Management Act 1997* at the date of issue of the certificate.

- (b) ***At the date of this certificate, is the land to which this certificate relates subject to a management order?***

No, the land is not subject to a management order within the meaning of the *Contaminated Land Management Act 1997* at the date of issue of the certificate.

- (c) ***At the date of this certificate, is the land to which this certificate relates the subject of an approved voluntary management proposal?***

No, the land is not subject to an approved voluntary management proposal within the meaning of the *Contaminated Land Management Act 1997* at the date of issue of the certificate.

- (d) ***At the date of this certificate, is the land to which this certificate relates subject to an ongoing maintenance order?***

No, the land is not subject to an ongoing maintenance order within the meaning of the *Contaminated Land Management Act 1997* at the date of issue of the certificate.

- (e) ***At the date of this certificate, is the land to which this certificate relates the subject of a site audit statement and a copy of such a statement has been provided to the Council?***

No, Council has not been provided with a site audit statement that applies to the land within the meaning of the *Contaminated Land Management Act 1997* at the date of issue of the certificate.

Note: The terms referred to above are defined in *sections 11, 14, 17 and 28 of the Contaminated Land Management Act 1997*.

GENERAL INFORMATION

The absence of any reference to a matter affecting the land shall not imply that the land is not affected by that matter not referred to in this certificate.

Information provided under section 10.7(2) is in accordance with the matters prescribed under schedule 4 of the Environmental Planning and Assessment Regulation 2000 and is provided only to the extent that the Council has been notified by the Department of Planning and Environment.

Any enquiries regarding State and Regional Environmental Planning Policies should be directed to the Department of Planning and Environment's website.

Please contact Council's Customer Service team for further information about this Planning Certificate.

Adrian Panuccio

GENERAL MANAGER



2 Biripi Way | PO Box 482
Taree NSW 2430

11 July 2022

Leanne White Solicitor
Po Box 835
FORSTER NSW 2428

Your Ref: McInnes 22237

Our Ref: ENG2022/1361

Owner Details

Estate of the Late D E McInnes & L J McInnes

Property Details

Lot 1 SP 68235

Property Address

UNIT 1/6 Nuwarra Circuit
FORSTER NSW 2428

SEWERED AREAS

As requested a Sewer Service Diagram (if available) and a Sewer Location Diagram 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/s. Please note the following important points:-

1. MidCoast Council's policy "Building Over or Near Council Water and Sewer Mains Policy" may allow approval of structures to be built over a gravity sewer or adjacent to a sewer rising main or a water main, providing structural engineers details with the design of the footings/pilings adequate to cater for zone of influence requirements.
2. Residents, builders, developers etc. should note that the existence of a sewer, watermain or sewerage rising main may 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.

3. 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.
4. 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.
5. 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 the Sewer Service Diagram and Sewer Location

Diagram are as accurate as practical when issued.

6. The attached Plan indicates the approximate location of Council's sewers only in relation to the abovementioned land.
7. It is an offence under the Local Government Act to discharge any rain water or surface water into Council's sewers.
8. 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).
9. 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.
10. 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 Sewer Service Diagram or Sewer Location Diagram without these notes should not be considered as a true copy.

If you have any enquiries regarding this letter please telephone 7955 7777.

Dated: 11/07/2022

Adrian Panuccio

General Manager

