

# Contract for the sale and purchase of land 2019 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW DAN:</b>
vendor's agent	<b>Meeks Real Estate Pty Limited 123389668</b> <b>347 Main Road, Cardiff, NSW 2285</b>	<b>Phone: 0416341374</b> <b>Fax: 02 4954 2226</b> <b>Ref: Paul Meeks</b>
co-agent		
vendor	<b>Abie James Wright</b> <b>21 Bancroft Street, Glendale, NSW 2285</b>	
vendor's solicitor	<b>Kilpatrick Hatton Solicitors</b> <b>Suite 1, 163 Pacific Highway, Charlestown NSW 2290</b> <b>PO Box 1033, Charlestown NSW 2290</b>	<b>Phone: 02 4920 8300</b> <b>Email: pkilpatrick@kilpatrickhatton.com.au</b> <b>Fax: 02 4920 8355</b> <b>Ref: PK:AF:30010</b>
date for completion land (address, plan details and title reference)	<b>See Special Condition 41.</b> <b>Proposed Lot 101 (formally known as Lot 1001)/95 First Street, Boolaroo, New South Wales 2284 in draft plan of subdivision</b> <b>Proposed Lot 101 which is part of Folio Identifier 1006/1270101</b>	(clause 15)
improvements	<input type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Vacant Land	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

purchaser

purchaser's solicitor

price

deposit

balance

(10% of the price, unless otherwise stated)

contract date

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

buyer's agent

vendor

**GST AMOUNT (optional)**

The price includes

GST of: \$

witness

purchaser

☐ JOINT TENANTS    ☐ tenants in common    ☐ in unequal shares

witness

**Choices**Vendor agrees to accept a **deposit-bond** (clause 3)☐ 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 an *GSTRW* payment☐ NO☐ yes (if yes, vendor must provide further details)

(GST residential withholding payment)

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 number (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

<p><b>General</b></p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> 1 property certificate for the land</li> <li><input checked="" type="checkbox"/> 2 plan of the land</li> <li><input checked="" type="checkbox"/> 3 unregistered plan of the land</li> <li><input type="checkbox"/> 4 plan of land to be subdivided</li> <li><input checked="" type="checkbox"/> 5 document that is to be lodged with a relevant plan</li> <li><input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979</li> <li><input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)</li> <li><input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)</li> <li><input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)</li> <li><input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract</li> <li><input type="checkbox"/> 11 <i>planning agreement</i></li> <li><input type="checkbox"/> 12 section 88G certificate (positive covenant)</li> <li><input type="checkbox"/> 13 survey report</li> <li><input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i></li> <li><input type="checkbox"/> 15 lease (with every relevant memorandum or variation)</li> <li><input type="checkbox"/> 16 other document relevant to tenancies</li> <li><input type="checkbox"/> 17 licence benefiting the land</li> <li><input type="checkbox"/> 18 old system document</li> <li><input type="checkbox"/> 19 Crown purchase statement of account</li> <li><input type="checkbox"/> 20 building management statement</li> <li><input checked="" type="checkbox"/> 21 form of requisitions</li> <li><input type="checkbox"/> 22 <i>clearance certificate</i></li> <li><input type="checkbox"/> 23 land tax certificate</li> </ul> <p><b>Home Building Act 1989</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 24 insurance certificate</li> <li><input type="checkbox"/> 25 brochure or warning</li> <li><input type="checkbox"/> 26 evidence of alternative indemnity cover</li> </ul> <p><b>Swimming Pools Act 1992</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 27 certificate of compliance</li> <li><input type="checkbox"/> 28 evidence of registration</li> <li><input type="checkbox"/> 29 relevant occupation certificate</li> <li><input type="checkbox"/> 30 certificate of non-compliance</li> <li><input type="checkbox"/> 31 detailed reasons of non-compliance</li> </ul>	<p><b>Strata or community title (clause 23 of the contract)</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 32 property certificate for strata common property</li> <li><input type="checkbox"/> 33 plan creating strata common property</li> <li><input type="checkbox"/> 34 strata by-laws</li> <li><input type="checkbox"/> 35 strata development contract or statement</li> <li><input type="checkbox"/> 36 strata management statement</li> <li><input type="checkbox"/> 37 strata renewal proposal</li> <li><input type="checkbox"/> 38 strata renewal plan</li> <li><input type="checkbox"/> 39 leasehold strata - lease of lot and common property</li> <li><input type="checkbox"/> 40 property certificate for neighbourhood property</li> <li><input type="checkbox"/> 41 plan creating neighbourhood property</li> <li><input type="checkbox"/> 42 neighbourhood development contract</li> <li><input type="checkbox"/> 43 neighbourhood management statement</li> <li><input type="checkbox"/> 44 property certificate for precinct property</li> <li><input type="checkbox"/> 45 plan creating precinct property</li> <li><input type="checkbox"/> 46 precinct development contract</li> <li><input type="checkbox"/> 47 precinct management statement</li> <li><input type="checkbox"/> 48 property certificate for community property</li> <li><input type="checkbox"/> 49 plan creating community property</li> <li><input type="checkbox"/> 50 community development contract</li> <li><input type="checkbox"/> 51 community management statement</li> <li><input type="checkbox"/> 52 document disclosing a change of by-laws</li> <li><input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement</li> <li><input type="checkbox"/> 54 document disclosing a change in boundaries</li> <li><input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015</li> <li><input type="checkbox"/> 56 information certificate under Community Land Management Act 1989</li> <li><input type="checkbox"/> 57 disclosure statement - off the plan contract</li> <li><input type="checkbox"/> 58 other document relevant to the off the plan contract</li> </ul> <p><b>Other</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 59</li> </ul>
---	--

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

## Disclosure Statement – Off the Plan Contracts

This is the approved form for the purposes of s66ZM of the Conveyancing Act 1919.

<b>VENDOR</b>	Greencapital Weemala Pty Ltd (ACN 638 109 092) ATF Greencapital Weemala Unit Trust ABN 79 405 774 680
<b>PROPERTY</b>	Lot 1001, Phase 1, Stage 6, "Weemala at the Lake", Boolaroo NSW 2284

<b>TITLE STRUCTURE</b>	
Will the lot be a lot in a strata scheme?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Will the lot also be subject to a Strata Management Statement or Building Management Statement?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Will the lot form part of a community, precinct or neighbourhood scheme?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If Yes, please specify scheme type: Choose an item from list.

<b>DETAILS</b>				
Completion	21 days from the date of notification of registration of the Plan	Refer to clause(s):	Special Condition 41	
Is there a sunset date?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Can this date be extended?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Refer to clause(s): Special Condition 49 and 53
Does the purchaser pay anything more if they do not complete on time?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:	Special Condition 41.4 - Completion Cancellation \$165 (incl GST) Special Condition 41.5 - Notice to Complete \$385 (incl GST) Special Condition 41.6- Interest 9% p.a. on balance of purchase price	
Has development approval been obtained?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Development Approval No:	DA/1522/2020 DA/2033/2020 DA/32/2021	
Has a principal certifying authority been appointed?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details:	Lake Macquarie City Council	
Can the vendor cancel the contract if an event preventing or enabling the development does or does not occur?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:	Special Condition 53 - failure to register the plan of subdivision Special Condition 74 - Contract subject to vendor becoming proprietor Special Condition 75 - Contract subject to Development Consent Special Condition 76 - Finance Condition Precedent	

<b>ATTACHMENTS (s66ZM(2) of the Conveyancing Act 1919)</b>	
The following prescribed documents are included in this disclosure statement (select all that apply).	
<input checked="" type="checkbox"/> draft plan	<input type="checkbox"/> draft community/precinct/neighbourhood/management statement



- ☒ s88B instrument proposed to be lodged with draft plan
- ☐ proposed schedule of finishes
- ☐ draft strata by-laws
- ☐ draft strata development contract

- ☐ draft community/precinct/neighbourhood/development contract
- ☐ draft strata management statement
- ☐ draft building management statement

**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:**

<b>APA Group</b> <b>Australian Taxation Office</b> <b>Council</b> <b>County Council</b> <b>Department of Planning, Industry and Environment</b> <b>Department of Primary Industries</b> <b>Electricity and gas</b> <b>Land &amp; Housing Corporation</b> <b>Local Land Services</b>	<b>NSW Department of Education</b> <b>NSW Fair Trading</b> <b>Owner of adjoining land</b> <b>Privacy</b> <b>Public Works Advisory</b> <b>Subsidence Advisory NSW</b> <b>Telecommunications</b> <b>Transport for NSW</b> <b>Water, sewerage or drainage authority</b>
---	--

**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 <sup>th</sup> 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"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<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 *requisition* 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, in 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 attorney's 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 2009*; 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 –
- adjustment figures* details of the adjustments to be made to the price under clause 14;
  - certificate of title* 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;
  - completion time* the time of day on the date for completion when the *electronic transaction* is to be settled;
  - conveyancing rules* the rules made under s12E of the Real Property Act 1900;
  - discharging mortgagee* any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the property to be transferred to the purchaser;
  - ECNL* the Electronic Conveyancing National Law (NSW);
  - effective date* the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
  - electronic document* a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
  - electronic transfer* a transfer of land under the Real Property Act 1900 for the property to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the parties' *Conveyancing Transaction*;



<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 property 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 property 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 property 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*.

**COLIN  
BIGGERS  
& PAISLEY**  
LAWYERS

## **Contract for Sale**

**Special Conditions to Contract for Sale  
Stage 6, "Weemala at the Lake", Boolaroo NSW 2284**

**COLIN BIGGERS  
& PAISLEY PTY LTD**  
ABN 28 168 080 682  
T +61 2 8281 4555  
F +61 2 8281 4567

Level 42  
2 Park Street  
Sydney NSW 2000  
Australia

GPO Box 214  
Sydney NSW 2001  
Australia  
DX 280 Sydney

BP GRANGE MELBOURNE 20012

## Contents

<b>32. Definitions .....</b>	<b>4</b>
<b>33. Amendment of printed clauses .....</b>	<b>7</b>
<i>adjustment date means the earlier of the giving of possession to the purchaser and the date for completion referred to in this contract;.....</i>	<i>7</i>
<b>34. Deposit.....</b>	<b>8</b>
<b>35. Agent.....</b>	<b>10</b>
<b>36. No Representations .....</b>	<b>10</b>
<b>37. Incapacity .....</b>	<b>10</b>
<b>38. Rates .....</b>	<b>11</b>
<b>39. Encumbrances .....</b>	<b>11</b>
<b>40. Service by Fax.....</b>	<b>11</b>
<b>41. Completion Date .....</b>	<b>12</b>
41.1 Date for completion.....	12
41.2 Time for completion .....	12
41.3 Completion after 3.30pm .....	12
41.4 Completion booking cancellation .....	12
41.5 Notice to complete.....	12
41.6 Delay .....	13
41.7 Vendor entitlement to caveat .....	13
<b>42. Notices .....</b>	<b>13</b>
<b>43. Requisitions on Title.....</b>	<b>13</b>
<b>44. GST .....</b>	<b>13</b>
44.1 Definitions .....	13
44.2 GST Treatment.....	14
44.3 Purchaser warranties.....	14
44.4 GST Withholding.....	14
<b>45. Confidentiality .....</b>	<b>15</b>
<b>46. Selling and Leasing Activities .....</b>	<b>15</b>
<b>47. Sewer Location Disclosure .....</b>	<b>16</b>
<b>48. Affectations .....</b>	<b>16</b>
<b>49. Plan Registration .....</b>	<b>17</b>
<b>50. Variations to Subdivision Plan .....</b>	<b>17</b>
<b>51. Easements etc created on registration of Plan .....</b>	<b>18</b>
<b>52. Additional Easements etc .....</b>	<b>18</b>

<b>53.</b>	<b>Extension to Registration of Plans .....</b>	<b>18</b>
<b>54.</b>	<b>Right to Change Documents.....</b>	<b>19</b>
<b>55.</b>	<b>Title Particulars .....</b>	<b>19</b>
<b>56.</b>	<b>Access to land .....</b>	<b>19</b>
<b>57.</b>	<b>Non Merger.....</b>	<b>20</b>
<b>58.</b>	<b>Services .....</b>	<b>20</b>
<b>59.</b>	<b>Construction Rubbish .....</b>	<b>20</b>
<b>60.</b>	<b>Re-Sale of land.....</b>	<b>20</b>
<b>61.</b>	<b>Caveats .....</b>	<b>21</b>
<b>62.</b>	<b>Entire Agreement.....</b>	<b>21</b>
<b>63.</b>	<b>Guarantee .....</b>	<b>21</b>
<b>64.</b>	<b>Credit code .....</b>	<b>22</b>
<b>65.</b>	<b>Privacy Act .....</b>	<b>22</b>
65.1	Consent .....	22
65.2	Collection of information .....	22
<b>66.</b>	<b>Purchaser's warranty that it is not a Prohibited Entity.....</b>	<b>22</b>
<b>67.</b>	<b>FIRB .....</b>	<b>23</b>
<b>68.</b>	<b>Display .....</b>	<b>24</b>
<b>69.</b>	<b>Transfer of Development Lot or land from the vendor to a New Vendor .....</b>	<b>24</b>
69.1	Transfer .....	24
<b>70.</b>	<b>Adjoining land owned by vendor .....</b>	<b>25</b>
<b>71.</b>	<b>Design requirements .....</b>	<b>25</b>
<b>72.</b>	<b>E - Contract .....</b>	<b>26</b>
72.1	Electronic execution and consents under Electronic Transactions Act 2000 .....	26
72.2	Dispensing with counterparts.....	26
72.3	Vendor may require a paper form contract .....	26
<b>73.</b>	<b>Mine Subsidence .....</b>	<b>27</b>
<b>74.</b>	<b>Contract subject to vendor becoming proprietor .....</b>	<b>27</b>
<b>75.</b>	<b>Contract subject to Development Consent .....</b>	<b>27</b>
<b>76.</b>	<b>Finance Condition Precedent .....</b>	<b>27</b>
<b>77.</b>	<b>Building Envelope Plans .....</b>	<b>28</b>
<b>78.</b>	<b>Retaining structures .....</b>	<b>28</b>

78.1	Application of clause.....	28
78.2	Purchaser's obligations.....	28
78.3	No objection.....	28
78.4	Indemnity.....	29
78.5	No merger.....	29
<b>79.</b>	<b>Cut and fill .....</b>	<b>29</b>
<b>Schedule 1</b>	<b>Plan.....</b>	<b>30</b>
<b>Schedule 2</b>	<b>Draft 88B .....</b>	<b>31</b>
<b>Schedule 3</b>	<b>Design Guidelines .....</b>	<b>32</b>
<b>Schedule 4</b>	<b>Requisitions on Title .....</b>	<b>33</b>
<b>Schedule 5</b>	<b>Replies to Requisitions.....</b>	<b>34</b>
<b>Schedule 6</b>	<b>Tax File Number and FIRB Notification .....</b>	<b>35</b>
<b>Schedule 7</b>	<b>Mine Subsidence Letter .....</b>	<b>36</b>
<b>Schedule 8</b>	<b>Hunter Water Proposed Sewer Location Plans .....</b>	<b>37</b>
	<b>Attachments.....</b>	<b>38</b>

**Additional Special Conditions**  
**"Weemala at the Lake", Boolaroo - Stage 6- Vacant Land**

**Additional Special Conditions**

**Weemala at the Lake, Boolaroo - Stage 6**  
**VACANT LAND**

**32. Definitions**

<b>Associate</b>	<p>In relation to"</p> <p>(a) a body corporate, is as defined in the <i>Corporations Act, 2001</i> (Cth); and</p> <p>(b) a natural person, means any spouse or relative by blood or adoption of that person or of that person's spouse.</p>
<b>Claims</b>	<p>includes a Claim, demand, action, proceeding, litigation, investigation by any Relevant Authority, judgment, damage, loss, cost, charge, expense or liability regardless of how it arises, whether present, immediate, future, contingent or unascertained, whether based in contract, tort or under statute and whether or not involving a party to this contract</p>
<b>Council</b>	<p>means Lake Macquarie City Council and any consent authority under the <i>Environmental Planning and Assessment Act 1979</i>.</p>
<b>Default Rate</b>	<p>means 9% per annum.</p>
<b>Design Guidelines</b>	<p>will mean the guidelines annexed at Schedule 3, as amended from time to time in accordance with this clause, for the purposes of defining the nature and type of residence or residences to be constructed upon the land and throughout the Estate.</p>
<b>Development Consent</b>	<p>means development approval in relation to proposed subdivision of the Development Lot.</p>
<b>Development Lot</b>	<p>means lot 1006 in DP 1270101 and any subsequent subdivision of that lot.</p>
<b>Draft 88B</b>	<p>means the 88B instrument attached at Schedule 2.</p>
<b>Estate</b>	<p>means "Weemala at the Lake", Boolaroo NSW 2284</p>
<b>FIRB</b>	<p>means Foreign Investment Review Board.</p>
<b>FIRB Act</b>	<p>means the <i>Foreign Acquisitions and Takeovers Act 1975</i>.</p>
<b>Foreign Person</b>	<p>is as defined in section 4 of the FIRB Act.</p>
<b>Guaranteed Money</b>	<p>means all amounts (including damages) that are payable, owing but not payable, or that otherwise remain unpaid by the purchaser to the vendor under or in connection with this</p>

## **Additional Special Conditions**

### **"Weemala at the Lake", Boolaroo - Stage 6 - Vacant Land**

	contract or any transaction contemplated by this contract, whether present or future, actual or contingent.
<b>Guaranteed Obligations</b>	means the obligations of the purchaser to pay the Guaranteed Money and all its other obligations to the vendor (monetary or non-monetary, present or future, actual or contingent) arising under or in connection with or contemplated by this contract.
<b>Guarantor</b>	means, jointly and separately, each guarantor named as such in this contract and, if the purchaser is a company, any person who is a director of the purchaser on the contract date.
<b>LRS - NSW</b>	means Land Registry Services NSW.
<b>New Vendor</b>	means a related body corporate of the vendor or any other entity who may acquire an interest in the Development Lot or the land or any part of the Development Lot or land.
<b>Object or Objection</b>	means: <ul style="list-style-type: none"><li>(a) making any requisition or claim including a claim for damage, compensation or loss or requiring any person to do or not do anything; or</li><li>(b) doing any act or omission to rescind, terminate or delay completion of this contract.</li></ul>
<b>Personal Information</b>	has the meaning given in the Privacy Act.
<b>Plan</b>	means the draft plan of subdivision attached to this contract as Schedule 1.
<b>Presale Commitment Date</b>	means 30 June 2021.
<b>Printed Conditions</b>	means the conditions of sale contained in the Standard Form.
<b>Privacy Act</b>	means the <i>Privacy Act 1988</i> .
<b>Registration Notice</b>	means a written notice to the purchaser that the Plan has been registered at LRS-NSW.
<b>Relevant Authority</b>	means Council and every other governmental, semi-governmental, statutory or other authority having jurisdiction in respect of the Development Lot or the land.
<b>Retaining Structures</b>	means any retaining wall (including associated footing systems) batters, benching, steps or other retaining structures and associated works such as drainage.
<b>Residence</b>	means a dwelling and other improvements on the land, including, but not limited to, driveway, garage, fencing, landscaping, paving, paths and cross overs constructed on the land in accordance with plans prepared in accordance with the Design Guidelines and approved by the vendor and all relevant Authorities.

**Additional Special Conditions****"Weemala at the Lake", Boolaroo - Stage 6 - Vacant Land**

<b>Rights</b>	means any lease, licence, easement, covenant, restriction on use, rights of way, rule, arrangement or agreement relating to the land.
<b>Service Provider</b>	means any authority body of entity which is responsible for the provision of Services.
<b>Services</b>	include water, drainage, sewerage, electricity and NBN Co telecommunications.
<b>Standard Form</b>	means the standard form contract for the sale and purchase of Land 2019 edition.
<b>Sunset Date</b>	means: 30 December 2023





**Additional Special Conditions**  
**"Weemala at the Lake", Boolaroo - Stage 6 - Vacant Land**

**33. Amendment of printed clauses**

This contract for sale is amended as follows:

- (a) The following definitions in clause 1 are amended:  
  
*adjustment date* means the earlier of the giving of possession to the purchaser and the date for completion referred to in this contract;  
  
*depositholder* means the vendor's solicitor;  
  
*property* means the lot or lots the subject of this Contract.
- (b) Clause 2.6 and 2.7 - delete the words "bond or".
- (c) Omit clause 3.
- (d) Clause 5.2.1 delete "or it is a general question about the property or title".
- (e) Substitute "7 " in place of "21" in Clause 5.2.2.
- (f) Omit clause 7.1.1.
- (g) Substitute "7 " in place of "14" in Clause 7.1.3
- (h) Substitute 1% in place of 10% in clause 7.2.1;
- (i) Clause 8.1.1 delete ",on reasonable grounds,"
- (j) Substitute "7 " in place of "14" in Clause 8.1.3.
- (k) Clause 10.1 insert the words "or delay completion," after the words "make a claim or requisition;
- (l) replace "substance" in clauses 10.1.8 and 10.1.9 with "existence".
- (m) Insert clause 10.1.10 "any claim, grant, notice, order or declaration in connection with native title, land rights or heritage protection under legislation, the common law or otherwise."
- (n) Omit clause 13.8 and 13.13
- (o) Omit clause 14.4.2.
- (p) Substitute the word "completed" in place of "started" in clause 14.8.
- (q) Omit from clause 16.12 from the words "but the vendor" to the end of the clause.
- (r) Insert clause 18.8 - "the purchaser is not entitled to (and must not) make an objection, requisition or claim after entering into possession."
- (s) Omit clause 19.2.3.
- (t) Insert "or guarantor" after the word "party" in clause 20.4.

### **Additional Special Conditions**

#### **"Weemala at the Lake", Boolaroo - Stage 6 - Vacant Land**

- (u) Substitute "3" in place of "7" in clauses 23.13 and 23.14.
- (v) Omit clause 24 to 29 (inclusive).
- (w) Omit clauses 30.1 to 30.3.
- (x) Clause 30.4.5 - replace with "any communication from one party to another party in the Electronic Workspace is taken to have been received by that party at the time determined by section 13A of *Electronic Transactions Act 2000 (NSW)*; and"
- (y) Add clause 30.11.4 - "the purchaser consents to payment of the deposit as the vendor directs in the electronic workspace on completion."

### **34. Deposit**

- (a) The parties authorise and direct the depositholder to invest the deposit in an interest bearing account with a financial institution selected by the depositholder.
- (b) The purchaser must provide the depositholder with the purchaser's tax file number on or before exchange by completing the Tax File Number and FIRB notification form annexed to this contract at Schedule 6.
- (c) The purchaser must provide the depositholder with any other information or assistance necessary for the purposes of the investment of the deposit. If the purchaser fails to do so within 3 business days after the date of this contract (and in this respect time is of the essence) then, despite any other provision in this contract to the contrary, all interest earned on the investment of the deposit will be paid to the vendor.
- (d) If the contract:
  - (i) is properly terminated, the party that properly terminates the contract is entitled to the deposit and any interest earned on the investment of the deposit and the parties authorise the depositholder to release the deposit and any interest earned on the investment of the deposit to the party that properly terminates the contract;
  - (ii) is disclaimed by a liquidator or trustee in bankruptcy appointed to the purchaser, the parties authorise the depositholder to release the deposit and any interest earned on the deposit to the vendor; or
  - (iii) is rescinded on account of breach by the vendor, the purchaser is entitled to the deposit and any interest earned on the investment of the deposit and the parties authorise the depositholder to release the deposit and any interest earned on the investment of the deposit to the purchaser.
- (e) If:
  - (i) for any reason other than default on the part of the vendor, the purchaser does not complete this contract on or before the date for completion, or
  - (ii) the purchaser does not provide the depositholder with the purchasers tax file number on or before exchange

the vendor is entitled to any interest earned on the investment of the deposit and the parties authorise the depositholder to release the interest earned on the investment of the deposit to the vendor.

### **Additional Special Conditions**

#### **"Weemala at the Lake", Boolaroo - Stage 6 - Vacant Land**

- (f) If paragraphs (d) and (e) do not apply, on completion of this contract each party becomes entitled to a half-share of the interest earned on the investment of the deposit and the parties authorise the depositholder to release a half share of the interest earned on the deposit to both the purchaser and the vendor.
- (g) The parties authorise the depositholder to deduct its administrative costs of investing and redeeming the deposit of \$165 (inclusive of GST) from the interest accrued on the deposit before any distribution of interest in accordance with this clause.
- (h) The parties agree to indemnify the depositholder for the costs of preparing and lodging any income tax return required in respect of the investment of the deposit and authorise the depositholder to deduct those costs from the interest earned on the deposit.
- (i) The depositholder has no obligation to invest the deposit:
  - (i) until the purchaser gives the depositholder its tax file number (unless the purchaser is a Foreign Person) and, if the purchaser fails to provide its tax file number within 3 Business Days after the date of this contract, it has no entitlement to interest earned on the deposit (see paragraph (c));
  - (ii) unless the deposit is paid in cash and is equal to a minimum of 10% of the price;
  - (iii) until the whole of the deposit is paid;
  - (iv) if the date for completion is anticipated to be less than 90 days after the contract date; or
  - (v) if the purchaser has notified the vendor that it intends to substitute a cash deposit with a deposit-bond in accordance with the terms of this contract.
- (j) The parties agree that the depositholder may terminate the investment of the deposit at any reasonable time prior to date for completion of this contract, so that the deposit and accrued interest will be available at completion or as soon as reasonably practicable after completion. At no time is the vendor or the purchaser entitled to receive any of the interest earned on the investment of the deposit before this contract is completed or terminated.
- (k) The depositholder is not liable to the vendor or purchaser for loss of interest on the deposit, however occurring (other than by reason of fraud by the depositholder).
- (l) The vendor and the purchaser agree that they will give all directions and do all such things as may be necessary to give effect to the provisions of this special condition. The vendor and the purchaser further acknowledge that the deposit shall be deposited with the said bank at the risk of the party who becomes entitled to the deposit on completion, rescission or determination of this contract (whichever occurs).
- (m) If the deposit has been invested in accordance with special condition 33 the vendor and purchaser authorises the depositholder to terminate the investment and pay the deposit and interest earned on the invested deposit in accordance with the provisions of this clause.

### **Additional Special Conditions**

#### **"Weemala at the Lake", Boolaroo - Stage 6 - Vacant Land**

- (n) The purchaser consents to the deposit being paid to the vendor on completion via the Electronic Workspace.

### **35. Agent**

The purchaser represents and warrants that it was not introduced to the land or the vendor either directly or indirectly by any real estate agent or other person entitled to claim commission or fee from the vendor other than the vendor's agent named on the front page of this contract.

### **36. No Representations**

The purchaser has, in entering this contract, relied on its own inquiries relating to the Development Lot and the land and has had the opportunity to seek independent legal advice. The purchaser warrants that, unless stated otherwise in this contract, the purchaser has not entered into this contract in reliance on any statement, representation, promise or warranty made by the vendor or on the vendor's behalf, including:

- (a) any statement, representation, promise or warranty in respect of any matter relating to the Development Lot, the land or any matter which has or may have an effect on the land;
- (b) any negotiations or discussions held;
- (c) documents or brochures produced;
- (d) any representation about the view from the land;
- (e) images, computer generated images or content in connection with the land, Development Lot or the Estate ; or
- (f) the display lot and the sales office.

### **37. Incapacity**

- (a) If before the date for completion the purchaser (being an individual):

- (i) dies; or
- (ii) loses the capacity to complete this contract, or becomes incapable of managing his affairs,

the vendor may rescind the contract in accordance with clause 19.

- (b) If before the date for completion the purchaser (being a company):

- (i) resolves to go into liquidation; or
- (ii) has an application for its winding up filed; or
- (iii) enters into any scheme of arrangement with its creditors; or
- (iv) has a liquidator, receiver and manager, official manager, administrator or other statutory officer appointed to it,

the vendor may terminate this contract in accordance with clause 9.

### **Additional Special Conditions**

#### **"Weemala at the Lake", Boolaroo - Stage 6 - Vacant Land**

- (c) If before the date for completion the purchaser (being an individual) becomes or in the reasonable opinion of the vendor appears to become unable to pay their debts when they become due, then the vendor is entitled to issue a notice to complete to the purchaser and, if completion of this contract does not take place in accordance with that notice, to terminate this contract and clause 9 applies.

### **38. Rates**

- (a) If separate rating assessments have not issued for the land before the date for completion, adjustments under clause 14 will be made on the basis that these rates and taxes are already paid:
  - (i) council rates in the amount of \$3,000 per annum;
  - (ii) water and sewerage rates in the amount of \$300 per quarter; and
  - (iii) land tax in the amount of \$1,500 per annum.
- (b) If paragraph (a) applies, the vendor must pay any rates and taxes in respect of the land promptly upon assessment and no further adjustment between the parties will then be made in respect of those items.

### **39. Encumbrances**

- (a) If any encumbrance (excluding a caveat lodged by or on behalf of the purchaser) to which this contract is not subject is noted on the certificate of title for the land on completion then:
  - (i) the purchaser must accept a duly executed discharge in registrable form which will remove the encumbrance together with the applicable registration fee; and
  - (ii) when the vendor gives the purchaser the discharge, the vendor is regarded as having given the purchaser a transfer of the land free from the encumbrance.
- (b) Despite any other provision of this contract, the vendor has no obligation to provide to the purchaser on completion a release or discharge (partial or full) of any security interest registered in relation to the vendor on the personal property securities register established under the Personal Property Securities Act 2009.

### **40. Service by Fax**

- (a) In addition to the provisions of Clause 20 of this contract, service of any notice or document under or relating to this contract may be effected and shall be sufficient service on a party and that party's solicitor:
  - (i) if addressed to that party or to that party's solicitor at the respective addresses set out in this contract and posted by ordinary pre-paid post and such notice or document shall be deemed to have been received by that party or that party's solicitor on the second business day following the date of posting;
  - (ii) if sent by facsimile transmission to the address shown on the letterhead or elsewhere of that party and/or that party's solicitor as being set aside for the transmission of or receipt of facsimile transmissions;

## **Additional Special Conditions**

### **"Weemala at the Lake", Boolaroo - Stage 6 - Vacant Land**

- (iii) any notice validly given by facsimile transmission in accordance with clause 40(a)(ii), in the absence of proof to the contrary, shall be deemed to have been received by the party to whom it was sent on the date of dispatch **PROVIDED THAT**
  - (A) the recipient's acknowledgment of receipt appears on the sender's copy of the notice, or on the activity record print out of the sender's machine, or the activity record print out of the sender's machine shows a successful transmission of any appropriate size document to the recipient's facsimile machine on the date indicated in the print out; and
  - (B) if the time of dispatch is later than 5.00 pm in the place to which such facsimile transmission is sent it shall be deemed to have been received at the commencement of business on the next business day in that place.

## **41. Completion Date**

### **41.1 Date for completion**

Completion of this contract will be effected within 21 days from the date of notification by the vendor or the vendor's solicitor of registration of the Plan and the vendor provides the purchaser a copy of the registered documents in accordance with *Section 66ZP of the Conveyancing Act, 1919, (NSW)*.

### **41.2 Time for completion**

The parties must complete by 3.30pm on the date for completion.

### **41.3 Completion after 3.30pm**

If, due to no fault of the vendor, completion takes place after 3.30pm on any day, this clause 41.3 applies as if completion occurs on the first business day after the date on which completion actually occurs.

### **41.4 Completion booking cancellation**

If the purchaser cancels settlement after appropriate arrangements have been made, the purchaser will allow to the vendor a GST inclusive fee of \$165 (inclusive of GST) in respect of each cancellation.

### **41.5 Notice to complete**

- (a) The vendor and purchaser agree that:
  - (i) a notice period of not less than 14 days after the date of service of the notice on the recipient is sufficient for the purposes of serving a notice to complete; and
  - (ii) time will be essential for compliance with the notice to complete.
- (b) The vendor or the purchaser giving the notice can, at any time, withdraw its notice to complete without prejudice to its continuing right to give a further notice.

Where the vendor issues a notice to complete, the purchaser must in addition to any other money payable under this contract pay the vendor's solicitor a fee of \$385 (inclusive of

## **Additional Special Conditions**

### **"Weemala at the Lake", Boolaroo - Stage 6 - Vacant Land**

GST) on completion for each notice to complete issued as agreed additional costs arising from the issue of each notice to complete.

#### **41.6 Delay**

Without limitation, if completion takes place after the date for completion, it is an essential term of this contract that on completion of this contract the purchaser must pay interest to the vendor calculated on the unpaid balance of the price at the Default Rate on a daily basis from but excluding the date for completion to and including the date on which this contract is completed. The purchaser need not pay interest for any period where the delay is caused solely by vendor default.

#### **41.7 Vendor entitlement to caveat**

Any money payable by the purchaser to the vendor but for any reason unpaid on completion is not waived on completion but remains a capitalised debt due to the vendor on which interest calculated at the Default Rate on a daily basis must be paid by the purchaser until payment in full by the purchaser to the vendor of the sum of the capitalised debt plus interest and any costs incurred by the vendor to recover the capitalised debt. The capitalised debt, interest and costs are secured by a charge over the land after completion and the purchaser hereby authorises the vendor to lodge a caveat over the land in respect of that charge after completion if any such debt is then due.

#### **42. Notices**

The parties hereto acknowledge that the period of fourteen (14) days shall be a sufficient period for any notice issued under or pursuant to the provisions of this contract.

#### **43. Requisitions on Title**

- (a) Notwithstanding anything to the contrary contained in this contract or implied at common law, the purchaser acknowledges that its rights to raise requisitions on title in respect of this contract and the land the subject of this contract shall be limited to raising requisitions in the form annexed at Schedule 4.
- (b) The purchaser shall be deemed to have served upon the vendor's solicitor immediately following the exchange of this contract requisitions in the form annexed and the solicitors for the vendor shall be deemed to have responded to such requisitions in the form annexed at Schedule 5.

#### **44. GST**

##### **44.1 Definitions**

- (a) For the purposes of this clause:
  - (i) **ABN** means Australian Business Number
  - (ii) **ATO** means Australian Taxation Office.
  - (iii) **GST** is as defined in the GST Act.
  - (iv) **Commissioner** means the Commissioner of Taxation.
  - (v) **Financial Settlement Schedule** means the financial settlement schedule under PEXA.

### **Additional Special Conditions**

#### **"Weemala at the Lake", Boolaroo - Stage 6 - Vacant Land**

- (vi) **Form 1 Notice** means a GST property settlement withholding notification required to be given by the purchaser in accordance with section 16-150(2) of Schedule 1 to the TA Act.
- (vii) **Form 2 Notice** means a confirmation of settlement required to be submitted on completion of this contract by the purchaser, having given a Form 1 Notice.

#### **44.2 GST Treatment**

- (a) If the purchaser noted on the front page of this contract is registered for GST purposes AND an ABN is noted then the parties acknowledge and agree that the price noted on the front page of this contract is exclusive of GST and the purchaser is required to pay GST in addition to the price and the vendor will provide the purchaser with a tax invoice at completion of this contract.
- (b) If the purchaser noted on the front page of the contract is not registered for GST purposes or an ABN is not noted then the parties acknowledge and agree that the price noted on the front page of the contract includes GST and the vendor is not required to provide the purchaser with a tax invoice at completion of this contract.
- (c) The vendor reserves the right to utilise the Margin Scheme, created by the GST legislation, under this contract.

#### **44.3 Purchaser warranties**

- (a) The purchaser warrants that:
  - (i) if an ABN is not noted on the front page of this contract that the purchaser is not registered or required to be registered for GST purposes; and
  - (ii) if an ABN is noted on the front page of this contract that the purchaser is registered for GST purposes as at the date of this contract.
- (b) The purchaser indemnifies the vendor in respect of any costs and expenses, interest, penalties or fines which may be incurred by the vendor as a result of the vendor's reliance on the purchaser's warranty contained in this clause.

#### **44.4 GST Withholding**

- (e) If Subdivision 14-E of Schedule 1 to the TA Act applies to the sale of the land, then the following subclauses will apply.
- (f) If the purchaser is required to make an GSTRW Payment in respect of this contract, the purchaser must:
  - (i) give the Commissioner a Form 1 Notice:
    - (A) within 5 days after receiving a Registration Notice; or
    - (B) at such earlier time required under section 16-150 of Schedule 1 of the TA Act;
  - (ii) serve the vendor's solicitor within 2 days of receipt, with a copy of the confirmation received from the ATO on lodgement of the Form 1 Notice, which includes details of the Lodgement reference number (LRN) and Payment reference number (PRN) (**Confirmation Notice**); and



### **Additional Special Conditions**

#### **"Weemala at the Lake", Boolaroo - Stage 6 - Vacant**

##### **Land**

- (iii) on completion:
  - (A) give the vendor a bank cheque payable to the Commissioner for the GSTRW Payment amount; or
  - (B) if the parties have agreed to complete through PEXA, pay the GSTRW Payment by electronic funds transfer to the account nominated by the Commissioner in the Financial Settlement Schedule.
- (g) At completion, the purchaser must give the vendor:
  - (iv) a declaration by the purchaser confirming that the transaction details provided in the Confirmation Notice are true and correct; and
  - (v) a written direction to the vendor and the vendor's solicitor authorising it to complete, on behalf of the purchaser, a Form 2 Notice.
- (h) After completion, the vendor will:
  - (vi) forward to the ATO any bank cheque received under clause 44(f)(iii)(A); and
  - (vii) cause the vendor's solicitor to complete and submit a Form 2 Notice on behalf of the purchaser.
- (i) If the purchaser fails to comply with clause 44(f), the purchaser will be in breach of this contract in an essential respect.
- (j) This clause will not merge on completion.

### **45. Confidentiality**

- (a) The purchaser acknowledges that the terms and conditions of this contract are confidential and must not be disclosed to any other party except in accordance with subclause 45(b).
- (b) The purchaser may only disclose the terms and conditions of this contract to facilitate the completion of the contract, or to establish or enforce any rights under or perform any obligations in accordance with the provisions of this contract. Disclosure may be made to the purchaser's legal adviser, financial adviser and mortgagee (if any) or in circumstances where such disclosure is required by law.
- (c) This clause will not merge on completion.

### **46. Selling and Leasing Activities**

- (a) The purchaser acknowledges that both before and after completion the vendor and persons authorised by the vendor may:
  - (i) conduct selling and leasing activities on the Development Lot and in the area of the land in the Plan;
  - (ii) place and maintain in, on the Development Lot and about the area of the land in the Plan (but not the land the subject of this contract) signs in connection with those selling and leasing activities; and

### **Additional Special Conditions**

#### **"Weemala at the Lake", Boolaroo - Stage 6 - Vacant Land**

- (iii) place and maintain in, on the Development Lot and about the area of the land in the Plan (but not the land the subject of this contract) an office or other facility or both for salespersons, letting agents and managing agents, as the vendor in its absolute discretion thinks fit.
- (b) The benefits of this special condition do not merge on completion and continue in full force and effect until the vendor has completed the sale and/or leasing of all lots which are in the Estate and which are owned by the vendor at any time.

#### **47. Sewer Location Disclosure**

- (a) The vendor discloses that and the purchaser acknowledges that:
  - (i) as at the date of this contract there may be no diagram available for the land from a recognised sewerage authority (if available from the authority in the ordinary course of administration), indicating the location of the authority's sewer in relation to the land; and
  - (ii) if there is no diagram available from the authority indicating the location of the authority's sewer in relation to the land attached to this contract, any diagram that is attached to this contract showing the expected position of the sewer is provisional and is subject to requirements of the relevant authorities.
- (b) The purchaser will not object to the position of the sewer main provided it has been approved by the relevant authorities and provided that position does not materially and detrimentally affect the ability of the purchaser to erect a residence on the land or materially vary from the position shown on any diagram showing the expected position of the sewer.
- (c) The purchaser shall not make any requisition or any claim, or seek to delay completion or rescind or terminate this contract in relation to anything disclosed in this special condition.

#### **48. Affectations**

- (a) For the purposes of this clause, "affectations" means any covenant, easement, restriction or other encumbrance on the title either referred to in this contract or any attachment to this contract or as shown or referred to in the title deed or title deeds attached to this contract.
- (b) The purchaser acknowledges that the purchaser has made all enquiries to be fully satisfied with respect to all affectations and in particular with regards to the legal effect, nature and sustainability of the affectations.
- (c) The purchaser acknowledges that the vendor does not guarantee that the affectations are enforceable or will be upheld by a court or any regulatory authority.
- (d) The purchaser acknowledges that the vendor does not give any guarantee that the affectations will be sustained by or not overridden by any current or future laws or decisions of any court or tribunal.
- (e) The purchaser acknowledges that the vendor does not have any obligation to take any action or do any act, matter or thing to seek to enforce or give effect to the terms of any affectation.

### **Additional Special Conditions**

#### **"Weemala at the Lake", Boolaroo - Stage 6 - Vacant Land**

- (f) Subject to the provisions of the *Conveyancing Act, 1919*, (NSW), the purchaser shall not have any claim against the vendor nor be entitled to take any objection nor make any requisition or claim nor seek to delay completion nor to report the vendor to any regulatory authority by virtue of any act, matter or thing relating to any affectation or as referred to in or covered by the provisions of this clause.
- (g) The provisions of this clause shall not merge on completion but will ensure for the vendor's benefit.

#### **49. Plan Registration**

The land is sold subject to and conditionally upon registration of the Plan as required by law. Subject to the provisions of the *Conveyancing Act, 1919*, (NSW) the purchaser shall not take nor make any objection, requisition or claim in respect of any minor alterations so made prior to or on the registration of the Plan.

The vendor agrees to pay such monies as may be necessary to register the Plan **PROVIDED THAT** in the event of such registration not being effected for any reason whatsoever by the Sunset Date, either party may by notice in writing to the other but prior to such registration being effected rescind this contract, whereupon the provisions of Clause 19 shall apply.

#### **50. Variations to Subdivision Plan**

- (a) The purchaser acknowledges and agrees that the vendor may make alterations, additions, variations or deletions to the Plan which are required by Council, the Registrar General or which the vendor considers necessary or desirable. Subject to the provision of the *Conveyancing Act, 1919* (NSW) the purchaser cannot make a claim, objection or requisition or rescind or terminate the contract or seek to delay completion in respect of any of the following minor variations:
  - (i) a variation affecting the area of the land by less than 5%;
  - (ii) any alternation, addition, variation or deletion required by the Council or the Registrar General;
  - (iii) any change to the lot numbers or configuration of the lots or facilities in the Plan other than the land;
  - (iv) any change which does not materially or adversely affect the land.

**(Minor Variations).**
- (b) If there is a difference between the Plan and the Registered Plan (other than a Minor Variation) which detrimentally affects the land to a substantial extent, subject to the provisions of the *Conveyancing Act, 1919*, (NSW) the purchaser may only rescind the contract by serving a notice on the vendor and the vendor within 14 days (time of the essence) of the notice that the registration of the Plan is served.
- (c) Any notice of rescission served by the purchaser on the vendor in accordance with this clause must include the reasons for the rescission including but not limited to:
  - (i) any change or inaccuracy which gives rise to the right to rescind, and

### **Additional Special Conditions**

#### **"Weemala at the Lake", Boolaroo - Stage 6 - Vacant Land**

- (ii) particulars of how the purchaser would be materially prejudiced by the change or inaccuracy.
- (d) Subject to the provisions of the *Conveyancing Act 1919*, (NSW) the purchaser acknowledges and agrees that its only right or remedy in respect of a difference between the Plan and the Registered Plan is the right of rescission in this clause and the purchaser cannot otherwise make a claim, objection or requisition or rescind or terminate the contract or seek to delay completion in respect of a difference between the Plan and the Registered Plan.

#### **51. Easements etc created on registration of Plan**

- (a) The purchaser acknowledges that there are to be created upon registration of the Plan, restrictions as to user and/or easements in the terms of the Draft 88B.
- (b) The purchaser will not, subject to the provisions of the *Conveyancing Act 1919* (NSW) as amended, make any objection or make any requisition or claim in respect of the creation of the any restrictions as to the user and/or easements set out in the Draft 88B .

#### **52. Additional Easements etc**

Notwithstanding anything else contained in this contract and subject to the provisions of the *Conveyancing Act, 1919* (NSW) as amended, the purchaser shall not be entitled to make any objection, requisition or claim by reason of any easement, right of way, covenant, lease or restriction as to user not being an easement, right of way, covenant, lease or restriction as to user referred to in this contract affecting the land required to be created by any Relevant Authority as a condition of the approval of that Relevant Authority and/or those authorities to the Plan and for registration **PROVIDED THAT** such easement, right of way, covenant, lease and/or restrictions as to user do not materially affect the use by the purchaser of the land the subject of this contract.

#### **53. Extension to Registration of Plans**

- (a) Subject to the provisions of s66ZS of the *Conveyancing Act, 1919* (NSW) if the Plan is not registered by the time set out in clause 49 (or the extended date resulting from the exercise of rights under clause 53(b) and 53(c)) then:
  - (i) the vendor; and
  - (ii) subject to clause 53(c), the purchaser may rescind this contract by notice.
- (b) The vendor may (at any time and as often as necessary) extend the date specified in clause 53(a) by giving the purchaser a certificate from the vendor's project manager, surveyor or builder stating that the construction on the land was delayed because of:
  - (i) damage by fire, explosion, war, civic commotion or act of God; or
  - (ii) disputes with neighbours; or
  - (iii) delay by an Authority in giving any necessary approval; or
  - (iv) weather conditions that prevent work under normal construction practices; or
  - (v) industrial dispute; or

### **Additional Special Conditions**

#### **"Weemala at the Lake", Boolaroo - Stage 6 - Vacant Land**

(vi) a combination of these or any other causes beyond the vendor's reasonable control; or

(vii) any variation pursuant to the contract for construction on the land.

In that event the date in clause 53(a) is extended by the period or periods of the delay stated in the certificates, **PROVIDED THAT** the extensions of time granted pursuant to this clause 53(b) shall not exceed, in total, twelve (12) months.

(c) If the purchaser wants to rescind this contract under clause 53(a) then the purchaser must give the vendor 21 days notice of its intention to do so. If within that time the vendor gives the purchaser a certificate under clause 53(b) then the purchaser may not terminate this contract under clause 53(a).

### **54. Right to Change Documents**

- (a) Notwithstanding any other provision of this contract, the vendor may up to the date for completion notify the purchaser of its intention to alter, to add to, vary or delete the Plan or Draft 88B.
- (b) If such an alteration, variation, addition or deletion was contained in the final document or plan and the purchaser would otherwise have had a right to rescind the contract as a result of any such alteration, addition, variation or deletion then the purchaser must exercise that right of rescission by notice in writing to the vendor within 21 days of being notified by the vendor of such alteration, addition, variation or deletion or 14 days of being notified of the registration of the Plan and Draft 88B by the Registrar-General, whichever is earlier, in which respect time is of the essence (**rescission period**). If this right of rescission is not exercised during the rescission period, this contract becomes binding in all aspects as though the right of rescission has not been included in this contract in which respect time is of the essence (**rescission period**) whereupon the provisions of clause 19 will apply.

### **55. Title Particulars**

The purchaser acknowledges that the Particulars of Title as advised to the purchaser on notification of the registration of the Plan is sufficient to enable the purchaser to prepare the Transfer and the written statement of the vendor's Title, as referred to in clause 4, shall be deemed to have been served on the purchaser as at the date of this contract.

### **56. Access to land**

- (a) The purchaser (or any representative of the purchaser) is not entitled to access to the Development Lot or the land at any time prior to the date for completion without the consent of the vendor. Such consent will be granted at the vendor's absolute discretion and on conditions prescribed by the vendor from time to time.
- (b) If the vendor grants access to the Development Lot or the land to the purchaser (or any representative of the purchaser) prior to the date for completion, the purchaser agrees that access will be at a time directed by the vendor and on terms and conditions and in the presence of such persons as directed or set by the vendor.

**Additional Special Conditions**  
**"Weemala at the Lake", Boolaroo - Stage 6 - Vacant Land**

**57. Non Merger**

Any provision of this contract capable of continuing in force and effect following completion of this contract shall continue in force and effect notwithstanding such completion.

**58. Services**

- (a) The vendor discloses that:
  - (i) arrangements with Service Providers for the provision of Services to the land have not been concluded as at the date of this contract;
  - (ii) the vendor may be required to enter into arrangements with Service Providers including but limited to easements; restrictions on use, positive covenants, leases, bonds, guarantees or security deposits; and
  - (iii) the vendor may be required to enter into arrangements with the Service Providers for the provision of services to the land or to assume obligations under existing agreements in relation to those arrangements.
- (b) No objection, requisition or claim shall be made by the purchaser in relation to any matter or thing referred to in paragraph 58(a) above **PROVIDED THAT** the granting of such easements, restrictions on use and positive covenants do not substantially, detrimentally and permanently affect the land.

**59. Construction Rubbish**

- (a) The purchaser shall during the course of carrying out the construction of the Residence upon the land:
  - (i) keep the land in a clean and tidy state and condition;
  - (ii) arrange for the regular collection and removal from the land of all rubbish, refuse and rubble; and
  - (iii) ensure that no building materials or other goods associated with building activities on the land are stored on any nature strip or street adjoining the land .
- (b) The provisions of this clause shall enure for the benefit of the vendor and will not merge on completion.

**60. Re-Sale of land**

- (a) Notwithstanding anything else contained in this contract, if the purchaser transfers the land prior to the commencement of construction of the Residence then the purchaser must:
  - (i) ensure that any new purchaser is bound to the terms and conditions of clause 59 (Construction Rubbish) and this clause 60 (Re-Sale of land), 70(c) (Design Requirements) (**Required Clauses**); and
  - (ii) not market the land for sale or erect any signage on the land without prior written consent from the vendor.

## **Additional Special Conditions**

### **"Weemala at the Lake", Boolaroo - Stage 6 - Vacant Land**

- (b) The purchaser will indemnify and keep indemnified the vendor from any loss, costs, damages or expenses which arise by virtue of the purchaser or new purchaser not following, adhering to and implementing the requirements of the Required Clauses and clauses 60(a)(i) and 60(a)(ii).
- (c) This clause does not merge on completion.

## **61. Caveats**

The purchaser must not lodge a caveat over the title of the land or the Development Lot before registration of the Plan and, after registration of the Plan, may only lodge a caveat in respect of the land. If the purchaser lodges a caveat not permitted by this clause it must immediately withdraw the same when requested to do so by the vendor. The purchaser hereby appoints the vendor as its attorney to sign any withdrawal of caveat lodged by or on behalf of the purchaser either before registration of the Plan (in respect of the Development Lot) or after registration of the Plan (in respect of any land other than the land the subject of this contract).

## **62. Entire Agreement**

The purchaser acknowledges that the provisions of this contract constitute the full and complete understanding between the parties and that there is no other understanding, agreement, warranty or representation whether express or implied in any way extending, defining or otherwise relating to the provisions of this contract or binding on the parties hereto with respect to any of the matters to which this contract relates despite any negotiations or discussions held or any documents or brochures produced prior to the date of this contract.

## **63. Guarantee**

- (a) In consideration of the vendor agreeing to sell the land to the purchaser, the Guarantor guarantees to the vendor the due and punctual payment by the purchaser to the vendor of the Guaranteed Money and performance by the purchaser of the Guaranteed Obligations.
- (b) The Guarantor's obligations in this contract are principal obligations and may be enforced against the Guarantor without the vendor first being required to exhaust any remedy it may have against the purchaser.
- (c) This guarantee is a continuing guarantee. The Guarantor's obligations in this contract are absolute, unconditional and irrevocable. The liability of the Guarantor under this contract extends to and is not affected by any circumstance, act or omission which, but for this subclause, might otherwise affect it at law or in equity.
- (d) For the consideration mentioned in clause 63(a), the Guarantor (as primary obligor) must unconditionally indemnify the vendor against, and must pay the vendor on demand the amount of, any loss that the vendor may incur because:
  - (i) Guaranteed Obligations are unenforceable, or
  - (ii) Guaranteed Money is not recoverable from the purchaser or is repaid after it has been recovered.
- (e) If any Guarantor has not executed this contract, then the vendor may request the purchaser to arrange for each Guarantor to execute a deed of guarantee in substantially the same form as this clause 63 within 14 days of the vendor's request. This clause 63(e) is an essential term of this contract.

**Additional Special Conditions**  
**"Weemala at the Lake", Boolaroo - Stage 6 - Vacant Land**

**64. Credit code**

- (a) The purchaser acknowledges the vendor has entered into this contract on the purchaser's warranty that:
  - (i) the purchaser does not require credit in order to pay for the land; or
  - (ii) if the purchaser requires credit in order to pay for the land, the purchaser has obtained such credit on reasonable terms prior to the date of this contract.
- (b) The purchaser shall not have any right to terminate this contract by virtue of any non-availability of credit as at the settlement date.

**65. Privacy Act**

**65.1 Consent**

The purchaser consents to its Personal Information being;

- (a) used by the vendor or its Associates:
  - (i) in connection with their business; or
  - (ii) as specified in any applicable privacy statement; and
- (b) disclosed by the vendor or its Associates:
  - (i) if required or permitted by law;
  - (ii) as specified in any applicable privacy statement; and
  - (iii) to any person with whom they deal in connection with their business, including persons who are overseas.

**65.2 Collection of information**

The purchaser acknowledges and agrees that the vendor and its Associates may collect information about the purchaser set out in this contract or made available to the vendor in relation to this contract and that the vendor and its Associates may disclose that information in relation to this contract to:

- (a) their agents (or prospective agents);
- (b) their financiers or financial advisers (or prospective financiers or financial advisers);
- (c) external service providers (including solicitors, insurers and accountants); and
- (d) any person with whom the vendor or its Associates deals with in connection with their business, including persons who are overseas.

**66. Purchaser's warranty that it is not a Prohibited Entity**

- (a) For the purposes of this clause **Prohibited Entity** means any person or entity which:



**Additional Special Conditions**  
**"Weemala at the Lake", Boolaroo - Stage 6 - Vacant Land**

- (i) is a "terrorist organisation" as defined in Part 5.3 of the *Criminal Code Act 1995*; or
  - (ii) is listed by the Minister for Foreign Affairs in the Government Gazette pursuant to Part 4 of the *Charter of the United Nations Act 1945* which list as at the date of this contract is available from the website of the Australian Department of Foreign Affairs and Trade or such other person or entity on any other list of terrorist or terrorist organisations maintained pursuant to the rules and regulations of the Australian Department of Foreign Affairs and Trade or pursuant to any other Australian legislation and which is available in the public domain.
- (b) The purchaser warrants that:
  - (i) as at the date of this contract; and
  - (ii) for the period immediately after the date of this contract up to and including the date for completion,
  - (iii) it is not a Prohibited Entity.
- (c) If the purchaser breaches this warranty it must give the vendor notice of the breach within two business days of becoming aware of the breach.
- (d) If the purchaser breaches this warranty the vendor may terminate this contract by written notice to the purchaser and the provisions of clause 9 shall apply.

**67. FIRB**

- (a) The purchaser must on or before the date of this contract notify the vendor of its FIRB status by completing the Tax File Number and FIRB Notification form attached to this contract at Schedule 6.
- (b) The purchaser warrants that the purchaser's FIRB status indicated on the Tax File Number and FIRB Notification form attached to this contract is correct and complete.
- (c) If the purchaser does not indicate that it is a Foreign Resident in accordance with clause 67(a) then the purchaser warrants that FIRB cannot prohibit completion of the transfer of the land to the purchaser under the FIRB Act.
- (d) If for any reason FIRB prohibits the transfer of the land to the purchaser at any time before completion, then:
  - (i) the purchaser must immediately notify the vendor of the prohibition in writing; and
  - (ii) the vendor may terminate the contract by giving written notice to the purchaser at any time after the vendor learns of that prohibition and the provisions of clause 9 shall apply.
- (e) The purchaser indemnifies and will keep indemnified the vendor against all losses, damages, liabilities, claims, costs and expenses incurred by the vendor arising out of any breach of this clause by the purchaser.
- (f) If the vendor becomes liable to pay any fee to any Relevant Authority in connection with the purchaser's acquisition of the land because of the purchaser's

## **Additional Special Conditions**

### **"Weemala at the Lake", Boolaroo - Stage 6 - Vacant Land**

residency, including if the purchaser is a Foreign Resident, the purchaser indemnifies the party who has become liable for that fee and must pay to the vendor the amount of the fee on completion. The obligation under this clause is of the essence of the contract.

- (g) This clause does not merge on completion of this contract.

## **68. Display**

The vendor may use any allotments (other than the land) in the Estate as a display lot and the purchaser will not make any claim against the vendor because of anything set out in this clause 68.

## **69. Transfer of Development Lot or land from the vendor to a New Vendor**

### **69.1 Transfer**

- (a) The purchaser acknowledges that the vendor may transfer its interest in the Development Lot or the land or any part of the Development Lot or land to a New vendor prior to the date for completion.
- (b) Without limitation the New Vendor may be
  - (i) a related body corporate of the vendor; or
  - (ii) any other entity who may acquire an interest in the Development Lot or land or any part of the Development Lot or land.
- (c) The vendor must give the purchaser written notice if it transfers the Development Lot or land or any part of the Development Lot or land. In the notice, the vendor must provide details of the New Vendor.
- (d) The purchaser and any Guarantor each agree:
  - (i) to the transfer of the land or the Development Lot to the New Vendor;
  - (ii) to the vendor novating this contract to the New Vendor;
  - (iii) to accept on completion a transfer of the land in registrable form duly signed by the New Vendor;
  - (iv) if the purchaser has paid the deposit by deposit-bond, to replace the deposit-bond with a new deposit-bond for the same amount in favour of the New Vendor within seven (7) days after being requested to do so by the vendor.
- (e) If required by the vendor, the purchaser and any Guarantor each agree to enter into a deed of novation to novate this contract from the vendor to the New Vendor. These provisions will apply:
  - (i) the vendor must at its cost prepare the deed of novation; and
  - (ii) the purchaser and the Guarantor must each sign the deed of novation and return it to the vendor within 7 days of receiving it from the vendor; and
  - (iii) the deed of novation may contain a provision releasing the vendor from all or any of its obligations under this contract which are not due for

### **Additional Special Conditions**

#### **"Weemala at the Lake", Boolaroo - Stage 6 - Vacant Land**

performance at the date of the novation if the New Vendor assumes those obligations.

- (f) The novation or transfer by the vendor pursuant to this clause to the New Vendor will be valid, binding and effective irrespective of whether or not the purchaser is required to or does not execute any documentation as contemplated by clause 69.1(d).
- (g) The vendor agrees to pay any stamp duty payable upon the novation of this contract.
- (h) The vendor indemnifies the purchaser in the event the purchaser is liable for additional stamp duty in respect of this contract or the transfer of the land to the purchaser (above the stamp duty normally payable by the purchaser) arising as a result of the transfer or novation.
- (i) The purchaser irrevocably appoints the New Vendor and each Authorised Officer of the New Vendor individually as the purchaser's attorney (Attorney) and agrees to ratify anything the Attorney does in relation to the novation.
- (j) In the event of either the purchaser or the Guarantor or both failing to comply with their obligations under this clause the Attorney may do whatever is necessary or convenient to enable the vendor to procure that the purchaser and the Guarantor enter into the deed of novation including the signing of the deed of novation as Attorney for either the purchaser or the Guarantor.

The purpose of the power of attorney is to enable the vendor to transfer its interest to the New Vendor in accordance with its rights pursuant to this clause.

#### **70. Adjoining land owned by vendor**

- (a) The purchaser acknowledges that whilst the vendor or the New Vendor is the owner of any land adjoining the land, the vendor will not be required to contribute to the cost of any fencing.
- (b) This clause is to apply to any resale of the land by the purchaser.
- (c) This clause does not merge on completion of this contract.

#### **71. Design requirements**

- (a) The purchaser acknowledges that the purchaser has seen and accepted the Design Guidelines prior to the entering into of this contract.
- (b) The purchaser shall comply with the Design Guidelines in constructing a Residence upon the land and will ensure that any such Residences do not vary from the Design Guidelines without the consent of the vendor.
- (c) The vendor is entitled to request information, documentation, plans and specifications from the purchaser to ensure that any Residence to be constructed upon the land comply with the Design Guidelines.
- (d) The vendor shall be entitled to amend the Design Guidelines from time to time (acting reasonably) having regard to the requirements of any Relevant Authority, market conditions or any other factors relating to or affecting the Estate being developed by the vendor of which the land forms part.

**Additional Special Conditions**  
**"Weemala at the Lake", Boolaroo - Stage 6 - Vacant Land**

- (e) The purchaser acknowledges that the Design Guidelines may be the subject of a restriction as to user, covenant or other title affectation on registration of the Draft Plan if required by the vendor, Council or any other Relevant Authority.
- (f) The purchaser will not take any objection nor make any requisition or claim or seek to delay completion by virtue of the creation of any restriction as to user, covenant or title affectation which embodies or refers to the Design Guidelines.
- (g) The purchaser acknowledges that the vendor retains an interest (which will not merge on completion pursuant to this contract) to maintain the standards of the development of the land, Estate and adjoining lands owned or to be owned by the vendor now or in the future and will be entitled to apply for and obtain orders against the purchaser, including the obtaining of an injunction against the purchaser, to ensure that the terms of the Design Guidelines are adhered to.
- (h) The purchaser will indemnify and keep indemnified the vendor from any loss, costs, damages or expenses which arise by virtue of the purchaser not following, adhering to and implementing the Design Guidelines with respect to structures which he is to erect upon the land.
- (i) If the purchaser sells the land before the erection of a Residence upon the land, the purchaser will ensure that the buyer from the purchaser enters into a contract which contains a clause similar to this clause for the benefit of the vendor.
- (j) The provisions of this clause shall not merge on completion of this contract.

**72. E - Contract**

**72.1 Electronic execution and consents under Electronic Transactions Act 2000**

- (a) Each party consents to this contract being signed by any other party in accordance with an electronic communication method that is approved by the vendor.
- (b) Clause 72.2 does not apply if this contract is exchanged in customary paper form.

**72.2 Dispensing with counterparts**

The parties to this contract agree that, despite any custom, practise or code otherwise followed in respect of contracts for the sale of land, this contract:

- (a) is made on its execution by all parties to it;
- (b) need not be executed and exchanged in counterparts; and
- (c) constitutes an original document in an electronic format.

**72.3 Vendor may require a paper form contract**

- (a) The vendor may require by notice to the purchaser that the purchaser sign a customary paper form contract on substantially the same terms as this contract (**Paper Contract**).
- (b) If the vendor serve a notice pursuant to clause 72.3(a), the purchaser must sign and deliver to the vendor's solicitor the Paper Contract accompanying that notice within 14 days.

### **Additional Special Conditions**

#### **"Weemala at the Lake", Boolaroo - Stage 6 - Vacant Land**

- (c) If the purchaser does not comply with clause 72.3(b), then the purchaser appoints the vendor as its attorney to comply with that clause.
- (d) The parties acknowledge and agree that a Paper Contract is only intended to record the detailed terms of the contract in paper form, and confirm that they intend to be and will be bound by the contract on the date of this document.

#### **73. Mine Subsidence**

- (a) The purchaser acknowledges receipt of the certificate from the Subsidence Advisory with respect to the land attached to this contract at Schedule 7 a (**Mine Subsidence Certificate**).
- (b) The purchaser warrants to the vendor it has satisfied itself prior to the entering into of this contract of all matters relating to mine subsidence and the land and the terms of the Mine Subsidence Certificate and shall not take any objection nor make any requisition nor claim nor seek to delay completion by virtue of the Mine Subsidence Certificate or any matter indicated or referred to in that certificate.

#### **74. Contract subject to vendor becoming proprietor**

- (a) The purchaser acknowledges that this contract is conditional upon the vendor becoming the registered proprietor of the Development Lot (**Condition Precedent**).
- (b) The vendor undertakes to do all things reasonable to be able to satisfy the Condition Precedent.
- (c) If the Condition Precedent has not been satisfied by 30 June 2021 then either party may by notice in writing to the other but before the satisfaction of the Condition Precedent rescind this contract, whereupon the provisions of clause 19 shall apply.

#### **75. Contract subject to Development Consent**

- (a) The purchaser acknowledges that this contract is conditional upon the vendor obtaining development consent in relation to the land, Development Lot and the Estate (**Applications**).
- (b) The vendor undertakes to lodge and pursue the Applications with all due diligence after the contract date (if not already).
- (c) If the Applications have not been consented to by Council (or any other Relevant Authority), ~~or the terms or conditions of any consent issued with respect to any Applications are not acceptable to the vendor~~ by 30 June 2021, then either party may, by notice in writing to the other but before the issue of a consent which is acceptable to the vendor in respect of the Applications, rescind this contract whereupon the provision of clause 19 shall apply.

#### **76. Finance Condition Precedent**

- (a) The purchaser acknowledges that this contract is subject to and conditional upon the vendor obtaining sufficient number of qualifying pre-sales of lots in the Estate.
- (b) To enable the vendor to obtain finance for the purposes of effecting the registration of the Plan creating the land (**Finance Conditions Precedent**).

**Additional Special Conditions**  
**"Weemala at the Lake", Boolaroo - Stage 6 - Vacant Land**

- (c) If the Finance Conditions Precedent are not satisfied or achieved for any reason by the Presale Commitment Date either party may by notice in writing to the other but prior to satisfaction of the Conditions Precedent rescind this contract, whereupon the provisions of clause 19 shall apply.

**77. Building Envelope Plans**

- (a) The vendor discloses and the purchaser acknowledges that:
  - (i) the land may be subject to a positive covenant in favour of Council requiring any Residence to be designed and constructed on the land to comply with a building envelope plan as required by Council, and
  - (iii) that the purchaser has made their own enquires and satisfied themselves in relation to any Council requirements regarding the design and construction of a Residence on the land.
- (b) The purchaser shall not have any claim against the vendor or be entitled to make any objection nor make any requisition or claim nor seek to delay completion nor to report the vendor to any regulatory authority by virtue of any act, matter or thing relation to the Building Covenant or the provisions of this clause.

**78. Retaining structures**

**78.1 Application of clause**

This clause applies to any Retaining Structures that:

- (a) have been constructed on the land (whether wholly or partially) by or on behalf of the vendor as at the contract date; or
- (b) will be constructed on the land by or on behalf of the vendor after the contract date.

**78.2 Purchaser's obligations**

The purchaser must

- (a) not do anything or cause anything to be done to affect the structural integrity of the Retaining Structure; and
- (b) not remove, replace or alter the Retaining Structure; and
- (c) keep and maintain the Retaining Structures on the land in a sound structural condition; and
- (d) repair any damage to the Retaining Structure including any damage to drains or disturbance to backfill cause by the construction of structures (including any fencing) above, adjacent to or near the Retaining Structure.

**78.3 No objection**

Subject to any rights of the purchaser under any relevant legislation which cannot be excluded, the purchaser shall not have any claim against the vendor or be entitled to make any objection nor make any requisition or claim nor seek to delay completion nor to

### **Additional Special Conditions**

#### **"Weemala at the Lake", Boolaroo - Stage 6 - Vacant Land**

report the vendor to any regulatory authority by virtue of any act, matter or thing relation to the presence of a Retaining Structure on the land.

#### **78.4 Indemnity**

The purchaser is liable for and indemnifies the vendor on demand against all Claims arising from or in connection with:

- (a) any damage to the Retaining Structures caused or contributed to by any act, omission, negligence or default of the purchaser, the purchaser's contractors or any other person acting on the purchaser's behalf; and
- (b) any damage to the purchaser's Residence or structures constructed on the land adjacent to or near the Retaining Structures; and
- (c) any damage to dwellings or structures constructed on land adjoining or surrounding the land caused or contributed to by any act, omission, negligence or default of the purchaser, the purchaser's contractors or any other person acting on the purchaser's behalf; or
- (d) any failure by the purchaser to comply with its obligations under this clause.

#### **78.5 No merger**

This clause does not merge on completion of this contract.

#### **79. Cut and fill**

- (a) The vendor discloses and the purchaser acknowledges that the land may contain fill at the time of completion of this contract.
- (b) The purchaser shall not have any claim against the vendor or be entitled to make any objection nor make any requisition or claim nor seek to delay completion nor to report the vendor to any regulatory authority by virtue of any act, matter or thing relation to the presence of fill on the land.

- 80.** This Contract is subject to completion of the Contract for sale between the Vendor and the current registered proprietor ("the Head Contract") on or before the date of completion hereof. In the event that the Head Contract is not completed by the date set therein then either party by notice in writing to the other party's solicitor shall be at liberty to rescind this Contract and thereafter the provisions of Clause 19 hereof shall apply. The purchaser acknowledges that completion of this Contract is to occur simultaneously with the completion of the vendors' purchase of the subject property.



**Additional Special Conditions "Weemala at the Lake", Boolaroo -  
Stage 6 - Vacant Land**

**Schedule 1      Plan**

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 4 sheet(s)
Registered:	Office Use Only	Office Use Only
Title System:		<div style="border: 1px solid black; padding: 5px; text-align: center;">DRAFT</div> <div style="border: 1px solid black; padding: 2px; text-align: center;">REVISION J - DATED 18/06/2021</div>
PLAN OF SUBDIVISION OF LOT 516 DP (Unregistered)	LGA: LAKE MACQUARIE Locality: BOOLAROO Parish: KAHIBAH County: NORTHUMBERLAND	
<p style="text-align: center;">Survey Certificate</p> <p>I, <b>BRETT ANTHONY WHITE</b> of <b>POSITIVE SURVEY SOLUTIONS</b> <b>PO BOX 1273 NEWCASTLE 2300</b> a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p><del>*(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, is accurate and the survey was completed on</del> ..... of</p> <p><del>*(b) The part of the land shown in the plan (*being/* excluding **</del> ..... LOT 1019 was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on ..... the part not surveyed was compiled in accordance with that Regulation, or</p> <p><del>*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2017:</del> Datum Line: <b>"A" - "B" (MGA)</b> Type: <b>*Urban/*Rural</b> The terrain is <b>*Level-Undulating / *Steep-Mountainous</b></p> <p>Signature: ..... Dated: ..... Surveyor Identification No: <b>8215</b> Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p><small>*Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</small></p>	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I, ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature: ..... Date: ..... File Number: ..... Office: .....</p>	
<p style="text-align: center;">Subdivision Certificate</p> <p>I, ..... *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: ..... Accreditation number: ..... Consent Authority: ..... Date of endorsement: ..... Subdivision Certificate number: ..... File number: .....</p> <p><small>*Strike through if inapplicable.</small></p>	<p>Plans used in the preparation of survey/compilation:</p>	<p>Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.</p>
Surveyor's Reference: 21047_PH6	Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	

PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet(s)

<p style="text-align: right; margin-right: 10px;">Office Use Only</p> <p>Registered:</p> <p>PLAN OF SUBDIVISION OF LOT 516 DP (Unregistered)</p> <p>Subdivision Certificate number: .....</p> <p>Date of Endorsement: .....</p>	<p style="text-align: right; margin-right: 10px;">Office Use Only</p> <div style="border: 2px solid black; padding: 10px; text-align: center; margin: 10px auto; width: 100px;"> <p style="font-size: 1.5em; margin: 0;">DRAFT</p> </div> <div style="border: 1px solid black; padding: 2px; text-align: center; margin: 5px auto; width: 120px;"> <p style="font-size: 0.8em; margin: 0;">REVISION J - DATED 18/06/2021</p> </div> <p style="font-size: 0.8em; margin-top: 10px;">This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> <li>A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i></li> <li>Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li> <li>Signatures and seals- see 195D <i>Conveyancing Act 1919</i></li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
---	--

SCHEDULE OF STREET ADDRESSES

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
1001		FIRST	STREET	BOOLAROO
1002		FIRST	STREET	BOOLAROO
1003		FIRST	STREET	BOOLAROO
1004		FIRST	STREET	BOOLAROO
1005		FIRST	STREET	BOOLAROO
1006		FIRST	STREET	BOOLAROO
1007		FIRST	STREET	BOOLAROO
1008		AMSLER	STREET	BOOLAROO
1009		AMSLER	STREET	BOOLAROO
1010		AMSLER	STREET	BOOLAROO
1011		AMSLER	STREET	BOOLAROO
1012		MAKATEA	STREET	BOOLAROO
1013		MAKATEA	STREET	BOOLAROO
1014		MAKATEA	STREET	BOOLAROO
1015		MAKATEA	STREET	BOOLAROO
1016		MAKATEA	STREET	BOOLAROO
1017		MAKATEA	STREET	BOOLAROO
1018		MAKATEA	STREET	BOOLAROO
1019	NOT AVAILABLE			

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED, IT IS INTENDED TO CREATE:

1. EASEMENT TO DRAIN WATER 2.5 WIDE
2. RESTRICTION ON THE USE OF LAND
3. EASEMENT FOR SUPPORT, ACCESS AND MAINTENANCE 0.3 WIDE

If space is insufficient use additional annexure sheet

Surveyor's Reference: 21047\_PH6

Office Use Only	Office Use Only
Registered:	<div style="border: 1px solid black; padding: 5px; text-align: center; font-size: 1.2em; font-weight: bold;">DRAFT</div> <div style="border: 1px solid black; padding: 2px; text-align: center; font-size: 0.8em; font-weight: bold;">REVISION J - DATED 18/06/2021</div>
PLAN OF SUBDIVISION OF LOT 516 DP (Unregistered)	
Subdivision Certificate number: ..... Date of Endorsement: .....	

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
  - Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
  - Signatures and seals- see 195D *Conveyancing Act 1919*
  - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

**Executed for & on behalf of Lake Macquarie City Council** by its authorised delegate  
pursuant to s.377 *Local Government Act 1993*

.....  
Name of authorised delegate (Please print)

.....  
Signature of authorised delegate

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

.....  
Name of witness

.....  
Signature of witness

.....  
Address of witness

If space is insufficient use additional annexure sheet

Surveyor's Reference: 21047\_PH6

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

Sheet 1 of 2 Sheets

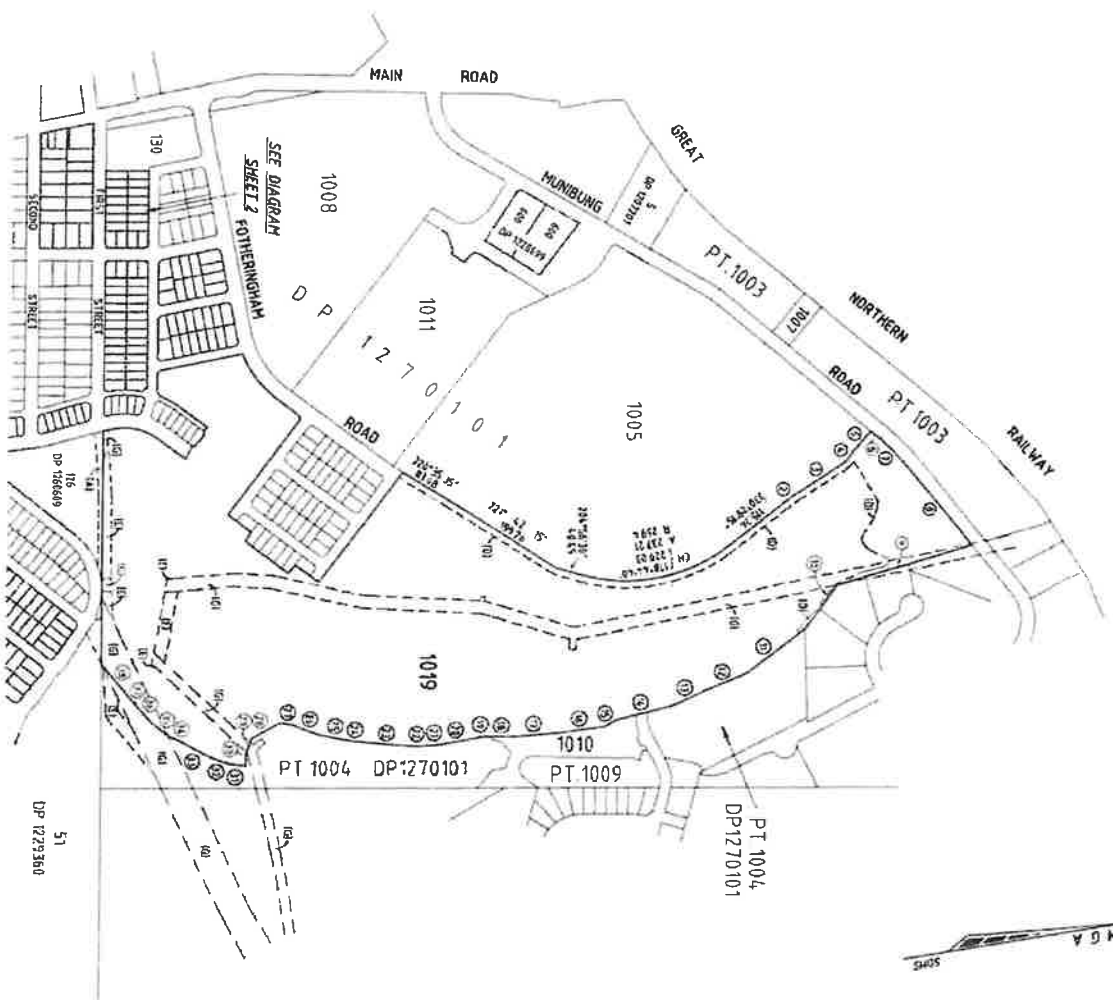
COORDINATE SCHEDULE				
MARK	NGA COORDINATES	CLASS	PU	METHOD
STN 161A	371 303.423	6 353 58.205	B	N/A FROM SCHOES FOUND
STN 161B	371 323.951	6 353 58.449	A	0.02 FROM SCHOES FOUND
STN 161C	371 343.483	6 353 58.237	B	N/A FROM SCHOES FOUND
STN 161D	371 363.015	6 353 58.445	A	0.02 FROM SCHOES FOUND
STN 161E	371 383.547	6 353 58.653	B	N/A FROM SCHOES FOUND
STN 161F	371 403.079	6 353 58.861	A	0.02 FROM SCHOES FOUND
STN 161G	371 423.611	6 353 59.069	B	N/A FROM SCHOES FOUND
STN 161H	371 443.143	6 353 59.277	A	0.02 FROM SCHOES FOUND
STN 161I	371 463.675	6 353 59.485	B	N/A FROM SCHOES FOUND
STN 161J	371 483.207	6 353 59.693	A	0.02 FROM SCHOES FOUND
STN 161K	371 503.739	6 353 59.901	B	N/A FROM SCHOES FOUND
STN 161L	371 523.271	6 353 60.109	A	0.02 FROM SCHOES FOUND
STN 161M	371 543.803	6 353 60.317	B	N/A FROM SCHOES FOUND
STN 161N	371 563.335	6 353 60.525	A	0.02 FROM SCHOES FOUND
STN 161O	371 583.867	6 353 60.733	B	N/A FROM SCHOES FOUND
STN 161P	371 603.399	6 353 60.941	A	0.02 FROM SCHOES FOUND
STN 161Q	371 623.931	6 353 61.149	B	N/A FROM SCHOES FOUND
STN 161R	371 643.463	6 353 61.357	A	0.02 FROM SCHOES FOUND
STN 161S	371 663.995	6 353 61.565	B	N/A FROM SCHOES FOUND
STN 161T	371 683.527	6 353 61.773	A	0.02 FROM SCHOES FOUND
STN 161U	371 703.059	6 353 61.981	B	N/A FROM SCHOES FOUND
STN 161V	371 723.591	6 353 62.189	A	0.02 FROM SCHOES FOUND
STN 161W	371 743.123	6 353 62.397	B	N/A FROM SCHOES FOUND
STN 161X	371 763.655	6 353 62.605	A	0.02 FROM SCHOES FOUND
STN 161Y	371 783.187	6 353 62.813	B	N/A FROM SCHOES FOUND
STN 161Z	371 803.719	6 353 63.021	A	0.02 FROM SCHOES FOUND

DATE OF SCHOES COORDINATES: 27-10-2020 NGA ZONE: 58 MGA DATUM: GDA2020  
COMBINED SCALE FACTOR: 0.999718

SCHEDULE OF SHORT LINES (POL)				
LINE	BEARING	DISTANCE	LINE	BEARING
1	330°34'30"	11.2	21	88°08'15"
2	157°13'	46.6	22	148°07'
3	330°34'30"	11.2	23	148°07'
4	330°34'30"	11.2	24	148°07'
5	330°34'30"	11.2	25	148°07'
6	330°34'30"	11.2	26	148°07'
7	330°34'30"	11.2	27	148°07'
8	330°34'30"	11.2	28	148°07'
9	330°34'30"	11.2	29	148°07'
10	330°34'30"	11.2	30	148°07'
11	330°34'30"	11.2	31	148°07'
12	330°34'30"	11.2	32	148°07'
13	330°34'30"	11.2	33	148°07'
14	330°34'30"	11.2	34	148°07'
15	330°34'30"	11.2	35	148°07'
16	330°34'30"	11.2	36	148°07'
17	330°34'30"	11.2	37	148°07'
18	330°34'30"	11.2	38	148°07'
19	330°34'30"	11.2	39	148°07'
20	330°34'30"	11.2	40	148°07'

SCHEDULE OF CURVED LINES (POL)			
LINE	BEARING	DISTANCE	RADIUS
1	330°34'30"	58.345	289.5

- (A) - EASEMENT FOR ELECTRICITY & OTHER PURPOSES 20 METER & VARIABLE
- (B) - EASEMENT FOR ELECTRICITY & OTHER PURPOSES 20 METER & VARIABLE
- (C) - EASEMENT FOR ELECTRICITY & OTHER PURPOSES 20 METER & VARIABLE
- (D) - EASEMENT FOR ACCESS OVER EXISTING TRACK IN USE FOR 20 METER
- (E) - EASEMENT FOR ACCESS OVER EXISTING TRACK IN USE FOR 20 METER
- (F) - EASEMENT FOR ACCESS OVER EXISTING TRACK IN USE FOR 20 METER
- (G) - EASEMENT FOR ACCESS OVER EXISTING TRACK IN USE FOR 20 METER
- (H) - EASEMENT FOR ACCESS OVER EXISTING TRACK IN USE FOR 20 METER
- (I) - EASEMENT FOR ACCESS OVER EXISTING TRACK IN USE FOR 20 METER
- (J) - EASEMENT FOR ACCESS OVER EXISTING TRACK IN USE FOR 20 METER
- (K) - EASEMENT FOR ACCESS OVER EXISTING TRACK IN USE FOR 20 METER
- (L) - EASEMENT FOR ACCESS OVER EXISTING TRACK IN USE FOR 20 METER
- (M) - EASEMENT FOR ACCESS OVER EXISTING TRACK IN USE FOR 20 METER
- (N) - EASEMENT FOR ACCESS OVER EXISTING TRACK IN USE FOR 20 METER
- (O) - EASEMENT FOR ACCESS OVER EXISTING TRACK IN USE FOR 20 METER
- (P) - EASEMENT FOR ACCESS OVER EXISTING TRACK IN USE FOR 20 METER
- (Q) - EASEMENT FOR ACCESS OVER EXISTING TRACK IN USE FOR 20 METER
- (R) - EASEMENT FOR ACCESS OVER EXISTING TRACK IN USE FOR 20 METER
- (S) - EASEMENT FOR ACCESS OVER EXISTING TRACK IN USE FOR 20 METER
- (T) - EASEMENT FOR ACCESS OVER EXISTING TRACK IN USE FOR 20 METER
- (U) - EASEMENT FOR ACCESS OVER EXISTING TRACK IN USE FOR 20 METER
- (V) - EASEMENT FOR ACCESS OVER EXISTING TRACK IN USE FOR 20 METER
- (W) - EASEMENT FOR ACCESS OVER EXISTING TRACK IN USE FOR 20 METER
- (X) - EASEMENT FOR ACCESS OVER EXISTING TRACK IN USE FOR 20 METER
- (Y) - EASEMENT FOR ACCESS OVER EXISTING TRACK IN USE FOR 20 METER
- (Z) - EASEMENT FOR ACCESS OVER EXISTING TRACK IN USE FOR 20 METER



PLAN OF SUBDIVISION OF LOT 518 DP (unregistered)

LAKE MACQUARIE

Registered

DATE 19/04/2021

Signature  
Name: BRET ANTHONY WHITE  
Profession: Professional Engineer  
No. 1271 NEWCASTLE 2300  
Reference: 27962 PHS

Locality: LAKE MACQUARIE  
Production Ratio: 1:500  
Lengths are in metres.

APPROVED FOR THE REGISTRAR  
BY: BRET ANTHONY WHITE  
PROFESSIONAL ENGINEER  
No. 1271 NEWCASTLE 2300

Office Use Only		Office Use Only			
Registered:		<div style="border: 1px solid black; padding: 5px; text-align: center; font-size: 24px; font-weight: bold;">DRAFT</div> <div style="border: 1px solid black; padding: 2px; text-align: center; font-size: 12px; font-weight: bold;">REVISION J - DATED 18/06/2021</div>			
PLAN OF SUBDIVISION OF LOT 516 DP (Unregistered)					
Subdivision Certificate number: .....		<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"><li>• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i></li><li>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li><li>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i></li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul>			
Date of Endorsement: .....					
<p><b>Executed for &amp; on behalf of GREENCAPITAL WEEMALA PTY LIMITED</b> ACN: 608 167 246 in the presence of</p> <table border="0" style="width: 100%;"><tr><td style="width: 50%; vertical-align: top;"><p>..... Signature</p><p>..... Full Name Position held: Director</p></td><td style="width: 50%; vertical-align: top;"><p>..... Signature</p><p>..... Full Name Secretary/Director</p></td></tr></table> <p><b>Mortgagee Endorsement</b></p> <p style="text-align: center; margin-top: 100px;">If space is insufficient use additional annexure sheet</p>				<p>..... Signature</p> <p>..... Full Name Position held: Director</p>	<p>..... Signature</p> <p>..... Full Name Secretary/Director</p>
<p>..... Signature</p> <p>..... Full Name Position held: Director</p>	<p>..... Signature</p> <p>..... Full Name Secretary/Director</p>				
Surveyor's Reference: 21047_PH6					

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

FOTHERINGHAM ROAD

ROAD

MAIN

130

MAKATEA

STREET

AMSLER

MGA  
SCRS



**Additional Special Conditions "Weemala at the Lake", Boolaroo -  
Stage 6 - Vacant Land**

**Schedule 2      Draft 88B**



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

(Sheet 1 of 5 Sheets)

Plan:

Subdivision of Proposed Lot 516 of subdivision of Lot X DPXX covered by Subdivision Certificate No.

Full name and address of proprietors of the land.

.....dated .....  
 GREENCAPITAL WEEMALA PTY LIMITED  
 ACN: 638 109 092 AS TRUSTEE FOR  
 GREENCAPITAL WEEMALA UNIT TRUST  
 ABN:79 405 774 680  
 CHATSWOOD NSW 2067

### PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, restriction or positive covenant to be created and referred to in the plan	Burdened Lot(s)	Benefited Lot(s), road(s) or Prescribed Authorities
1	Easement to drain water 2.5 wide	1017 1002 1003 1004 1005 1006 1011 1010 1009	1002-1007 inclusive 1003-1007 inclusive 1004-1007 inclusive 1005-1007 inclusive 1006 & 1007 1007 1008-1010 inclusive 1008 & 1009 1008
2	Restriction on the use of land	Each lot	Every other lot
3	Easement for Support, Access and Maintenance 0.3 wide	1001 1002 1003 1004 1005 1006 1007 1010 1011 1012 1013 1014 1015 1016 1017	1002 1003 1004 1005 1006 1007 1008 & 1009 1009 1010 1010 1012 1013 1014 1015 1016

Initials x \_\_\_\_\_

28/05/21

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

(Sheet 2 of 7 Sheets)

Plan:

Subdivision of Proposed Lot 516 of subdivision of  
Lot X DPXX covered by Subdivision Certificate No.

.....dated .....

**PART 2 (TERMS)**

**1. Terms Of Easement To Drain Water 2.5 Wide Numbered 1 On The Plan.**

As outlined in Part 3 Schedule 8 of the *Conveyancing Act 1919*

**Name of Authority empowered to release, vary or modify Easement numbered 1 in the plan:**

Lake Macquarie City Council

**2. Terms of Restriction on The Use of Land Numbered 2 On the Plan.**

- a) The owner of any lot burdened shall not construct or erect or cause to allow to be constructed or erected on the burdened lot any residential dwelling or any other building improvement erection or thing which does not comply with the design guidelines and has not been approved in writing by Greencapital Weemala Pty Limited;
- b) The owner of any lot burdened shall not construct or erect or externally renovate any building or structure or appendage or improvement of any kind on the lot burdened (including but not limited to outbuildings, car parking areas, structures, landscaping, spaces undercover, open storage areas, fences, walls, air-conditioning units, television, radio, satellite or other antennas) without the prior written consent of Greencapital Weemala Pty Limited which will not be unreasonably withheld;
- c) The owner of any lot burdened shall not permit or authorise any part of the residence constructed on the burdened lot to be used in any way directly or indirectly for any business, commercial, manufacturing, mercantile storage, vending or any non-residential purpose other than a business which is in the opinion of Greencapital Weemala Pty Limited is quiet and unobtrusive and which does not in any way detract from the general amenity of the burdened lot;
- d) Not more than one residence shall be erected or be permitted to remain on any lot burdened, except for granny flats that are integrated into the main building, in accordance with the relevant Council provisions;
- e) No main building shall be erected or permitted to remain on any lot burdened having a total internal floor area of less than 140sqm exclusive of car accommodation, external landings and patios;
- f) The owner of each lot burdened shall not raise, breed or keep, permit to be raised, bred or kept any insects, reptiles, animals, livestock or poultry on the burdened lot provided that this restriction shall not operate to prevent the owner of the burdened lot from keeping no more than three domestic pets on the burdened lot;
- g) No fence shall:
  - I. Exceed 1.8m in height; or
  - II. Be constructed of materials and style other than:
    - Brick
    - Masonry

Initials x \_\_\_\_\_

28/05/21

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

(Sheet 3 of 7 Sheets)

Plan:

Subdivision of Proposed Lot 516 of subdivision of  
Lot X DPXX covered by Subdivision Certificate No.

.....dated .....

- Lap and capped timber
  - Such other materials as may be approved in writing by Greencapital Weemala Pty Limited in its sole and absolute discretion.
- h) No fence shall be erected in front of the building line having a height greater than 1.2m on any lot burdened;
- i) No fence shall be erected on any lot burdened to divide from any adjoining land owned by Greencapital Weemala Pty Limited without the consent of the company, but such consent shall not be withheld if such fence is erected without expense to Greencapital Weemala Pty Limited provided that this restriction shall remain in force only during such time as that company is the registered proprietor of the land in the plan;
- j) Dwellings shall not be allowed to be erected, occupies or owned by any person, corporation, Government or Non-Government organisation for the purpose of public, social or affordable housing on any lot burdened;
- k) Advertising or hoarding signage, including "For Sale" sign shall not be displayed or erected on any lot for a period of one (1) year from the date of transfer without the prior written consent of Greencapital Weemala Pty Limited;
- l) With the exception of vehicles used in connection with the erection of a dwelling or associated structure or improvement on the lot burdened, the owner or occupier of the lot burdened will not park or permit to be parked a truck, lorry, semi-trailer or bus either on the lot burdened or on a street within the development which the lot burdened is located. This restriction does not restrict the storage of a camper or caravan on the lot burdened subject to the camper or caravan
- i. being owned by the occupier of the lot burdened; and
  - ii. being registered with an Australian road authority; and
  - iii. not being used for residential accommodation whilst stored on the lot burdened; and
  - iv. being stored on a constructed and screened area which screens not less than 80% of the vehicle from view from any viewport from neighbouring properties or public space; and
  - v. not being stored on the lot burdened unless a residential dwelling has been erected on the lot burdened
- m) The owner or occupier of the lot burdened shall not allow at any time a mobile home or temporary or permanent moveable improvement such as a tent, shack, camper or caravan to be placed upon, erected, re-erected or permitted to remain on the lot burdened with the exception of a caravan or camper which is being stored in accordance with the terms of subclause (l) above.
- n) Any trailer, boat, caravan or additional vehicle parking area shall be located behind the building line and screened from public view. None of the above will be permitted to be located on the street or within the front setback of any lot boundary to the primary street.
- o) Clothes drying areas must be screened from any public view on any lot burdened.

Initials x\_\_\_\_\_

28/05/21

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

(Sheet 4 of 7 Sheets)

Plan:

Subdivision of Proposed Lot 516 of subdivision of  
Lot X DPXX covered by Subdivision Certificate No.

.....dated .....

**Name of person empowered to release, vary or modify restrictions or positive covenants numbered 2 in the plan:**

Restrictions secondly referred to should be able to be varied only with the consent of Greencapital Weemala Pty Ltd. Once Greencapital Weemala Pty Ltd have divested themselves of all land within Lot 516, and any adjoining sites, the identities responsible to vary or modify the restrictions secondly referred to should revert to any lot within 30m of the lot burdened.

**3. Terms Of Easement for Support, Access and Maintenance 0.3 Wide Numbered 3 on The Plan.**

- (a) The owner of a lot benefited may:
- (i) with prior reasonable notice given to the owner of occupier of a lot burdened, use the Easement Site for the purpose of carrying out necessary work (including construction, maintenance and repair) on:
    - (A) the lot benefited; and
    - (B) any Retaining Structure constructed or to be constructed by the owner of the lot benefited on the lot burdened, which cannot otherwise reasonably be carried out;
  - (ii) do anything reasonably necessary for that purpose including:
    - (A) entering into the lot burdened;
    - (B) taking anything onto the lot burdened; and
    - (C) carrying out the necessary works.
- (b) The rights under this Easement are limited to the extent necessary to permit the owner of the lot benefited to construct, maintain and repair any part of
- (i) the lot benefited; and
  - (ii) any Retaining Structure belonging to the owner of the lot benefited.
- (c) In exercising the rights under this Easement, the owner of the lot benefited must:
- (i) ensure that all work on the lot benefited is done properly and carried out as quickly as is practicable;
  - (ii) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened;
  - (iii) cause as little damage as is practicable to the lot burdened and any improvement on it;
  - (iv) restore the lot burdened as nearly as practicable to its former condition; and
  - (v) make good any collateral damage.

Initials x \_\_\_\_\_

28/05/21

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

(Sheet 5 of 7 Sheets)

Plan: Subdivision of Proposed Lot 516 of subdivision of  
Lot X DPXX covered by Subdivision Certificate No.

.....dated .....

- (d) The owner of the lot burdened must not
- (i) carry out or permit to be carried out any development or erection of any structures within the Easement Site (other than services, eaves and gutters) which will inhibit the use of the Easement Site by the owner of the lot benefited; or
  - (ii) interfere in anyway with the Retaining Structure or the support it offers; or
  - (iii) use the Easement Site or any other part of the lot burdened in a way which would detract from the stability of the support provided by the Retaining Structure.
- (e) The owner of the lot burdened and the owner of the lot benefited acknowledge that it is not the responsibility of Lake Macquarie City Council to determine any dispute in relation to this Easement and any dispute is a civil matter to be resolved by the relevant parties.
- (f) For the purposes of this Easement:
- (i) **Easement Site** means that area of the lot burdened shown on the plan as effected by the "Easement for Support, Access and Maintenance 0.3 wide".
  - (ii) **Retaining Structure** means any retaining wall (including associated footing systems) batters, benching, steps or other retaining structures and associated works such as drainage'

**Name of Authority empowered to release, vary or modify Easement numbered 3 in the plan:**

Lake Macquarie City Council

Initials x \_\_\_\_\_

28/05/21

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

(Sheet 6 of 7 Sheets)

Plan:

Subdivision of Proposed Lot 516 of subdivision of  
Lot X DPXX covered by Subdivision Certificate No.

.....dated .....

**Executed for & on behalf of Lake Macquarie City Council by its authorised delegate pursuant to s.377 Local Government Act 1993 whose consent is required to release vary or modify the easement numbered 1,2 and 3**

\_\_\_\_\_  
Name of authorised delegate (Please print)

\_\_\_\_\_  
Signature of authorised delegate

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

\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Address of witness

Initials x \_\_\_\_\_

28/05/21

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

(Sheet 7 of 7 Sheets)

Plan:

Subdivision of Proposed Lot 516 of subdivision of  
Lot X DPXX covered by Subdivision Certificate No.

.....dated .....

**Executed for & on behalf of GREENCAPITAL WEEMALA PTY LIMITED ACN: 608 167 246 in the presence of**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Full Name

Position held: Director

\_\_\_\_\_  
Full Name

Secretary/Director

**Mortgagee Endorsement (below)**

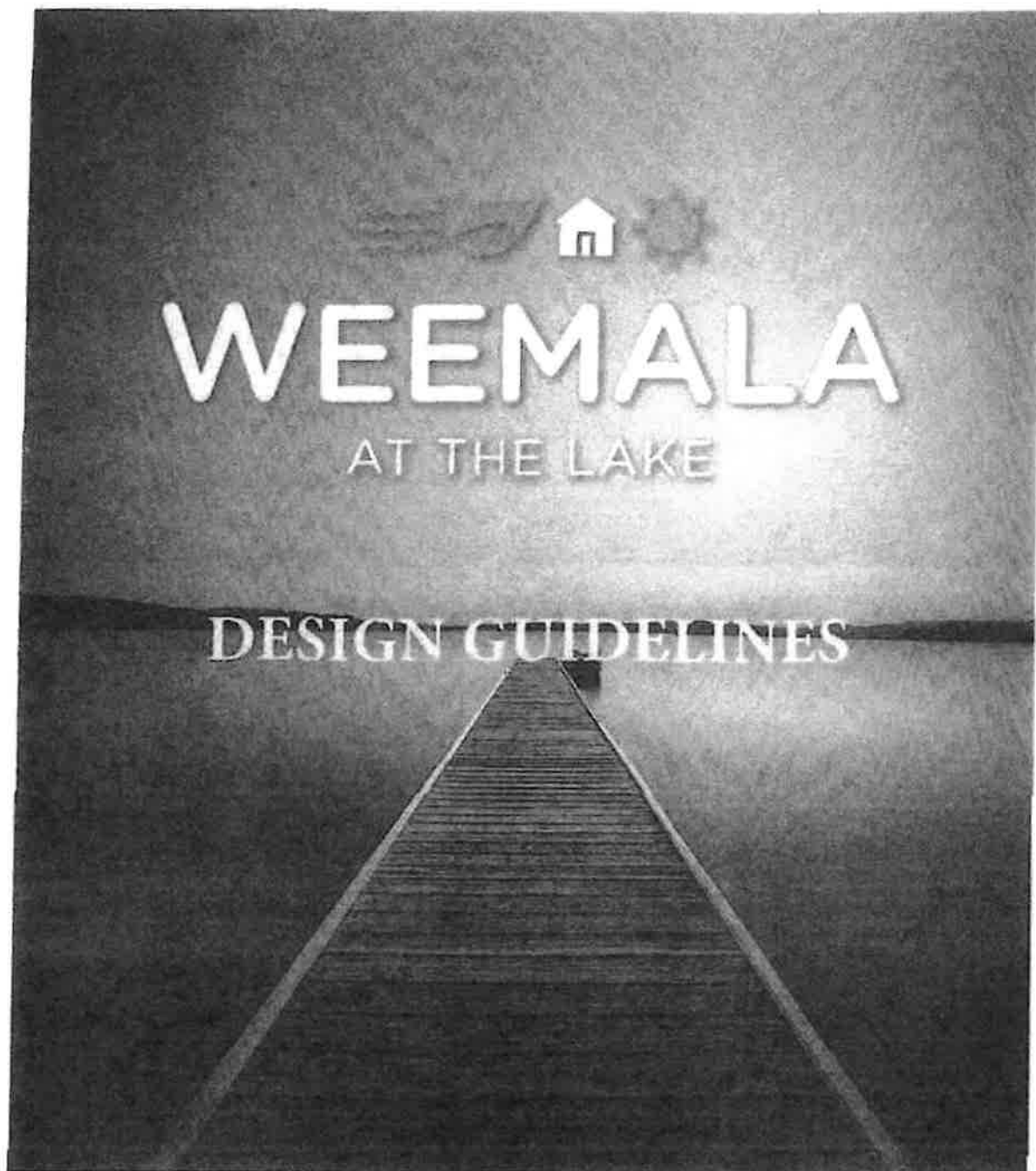
Initials x\_\_\_\_\_

28/05/21

**Additional Special Conditions**  
**"Weemala at the Lake", Boolaroo - Stage 6 - Vacant Land**

**Schedule 3      Design Guidelines**





ANOTHER QUALITY GCG DEVELOPMENT





# CONTENTS

<b>1.0 INTRODUCTION</b>	<b>1</b>
1.1 THE PURPOSE	1
1.2 THE VISION	3
1.3 DEFINITIONS	3
<b>2.0 APPROVAL PROCESS</b>	<b>4</b>
2.1 THE PRINCIPLES	4
2.2 THE STEPS	4
2.3 THE REQUIREMENTS	5
2.4 VARIATIONS	5
<b>3.0 SITE DESIGN</b>	<b>6</b>
<b>4.0 BUILDING DESIGN</b>	<b>8</b>
<b>5.0 DESIGN ELEMENTS</b>	<b>10</b>
<b>6.0 SITE USAGE</b>	<b>14</b>
<b>7.0 DESIGN GUIDELINE CHECKLIST</b>	<b>15</b>



HDB Town Planning & Design  
44 Church Street, Maitland NSW 2320  
PO Box 40 Maitland NSW 2320  
Tel: (02) 4933 6682  
Email: [admin@hdb.com.au](mailto:admin@hdb.com.au)  
[www.hdb.com.au](http://www.hdb.com.au)



DESIGN GUIDELINES FOR WEEMALA AT THE LAKE (NOVEMBER 2020)



# 1.0 INTRODUCTION

## 1.1 THE PURPOSE

The purpose of this document is to present the development form and standards to guide development in the “Weemala at the Lake” development.

This document has taken the information presented in Lake Macquarie Development Control Plan and sought to interpret this to ensure that the proposed development of Weemala is generally consistent with these principles. The nature and topography of the site requires specific responses that in some circumstances differ from the adopted principles.

There is a strong desire to see the resulting development deliver more than a standard subdivision. Weemala is a site that is at the forefront of the communities consciousness. The final step in the transformation of this site must produce a precinct, a place that delivers on all the promise' that the site has to offer.

As such this document represents the developers articulation of the place making principals required for the site. To date this process has resulted in the design and layout of a subdivision which balances the opportunities and constraints of the site to create an engaging and positive contribution to the urban fabric of Lake Macquarie. It is intended that this will continue with further place making exercises to demonstrate how the site specific controls that are included in this document can be combined to deliver an exceptional place to live .

## 1.0 INTRODUCTION



DRAFT MASTERPLAN

# 1.0 INTRODUCTION

## 1.2 THE VISION

Weemala at the Lake provides an exemplary example of Master Planning and place making, contributing in a positive way to the surrounding community.

Through Place Making initiatives the area will develop as a community rather than isolated subdivision. Strong connections both physically and socially will be forged between the existing community of Boolaroo and the Weemala development area.

Responding to the site, the built form will provide for a variety of building types and forms, organically generating a development which prioritises function over form and melds with the surrounding neighbourhoods. A key to this is diversity of typology and form. Together with a strong urban theme and central commercial hub.

## 1.3 DEFINITIONS

The following definitions have been adopted for the purpose of this plan

- **Small Lot Housing**

Rear-loaded allotments ranging from approximately 300m<sup>2</sup> to 350m<sup>2</sup> are strategically located with immediate access to the mixed-use lots, and landscaped open spaces. These lots will typically accommodate medium density housing, for optimum use of site and central-location.

- **Traditional Lot Housing**

Traditional lots typically range from 400m<sup>2</sup> to 500m<sup>2</sup>, allowing adequate space to accommodate common dwelling types, with low-medium density housing.

- **Large Lot Housing**

Ranging from 600m<sup>2</sup> and above, these allotments provide larger space to accommodate a size-able dwelling and private open spaces to suit typical suburban lifestyle with greater access to existing services.

## 2.0 APPROVAL PROCESS

### 2.1 THE PRINCIPLES

Weemala at the Lake seeks to foster innovative built form and the expression of varied architectural forms in the design of homes within the estate.

The design guidelines have been put in place to ensure that the quality and lifestyle for the residents of Weemala at the Lake is maintained, and the integrity, vision and community base is upheld, while still offering flexibility and inspiring personal creativity.

### 2.2 THE STEPS

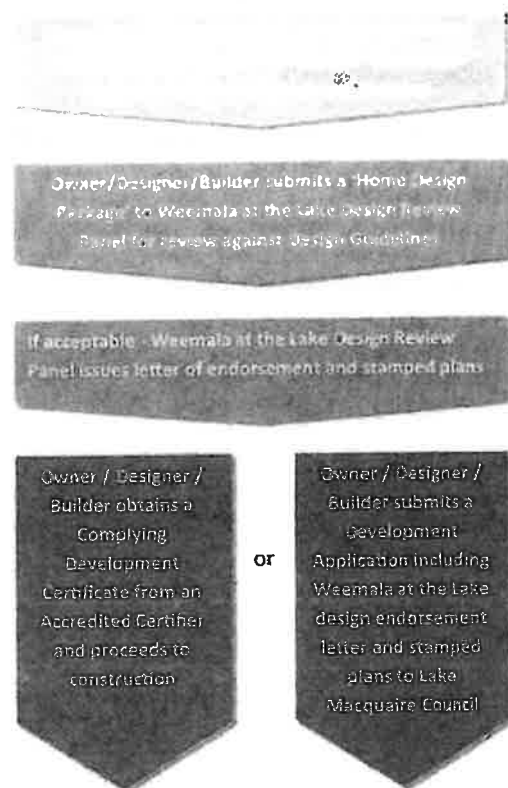
These design guidelines are in addition to statutory and other local authority requirements. Green Capital Group (the Developer) does not warrant that the Lake Macquarie City Council (the local authority) will approve or refuse any house plan, even if it satisfies these Design Guidelines.

You may be able to seek a Complying Development Certificate for your proposed home. You should talk to your builder / designer about this option which may save you time and money. Alternatively you may wish to seek guidance from the Weemala at the Lake Design Review Panel in submitting a development application.

**Before you seek a Complying Development Certificate or lodge a Development Application with Lake Macquarie Council, you are required by the Contract of Sale to obtain Design Approval from the Weemala at the Lake Design Review Panel (DRP).**

To ensure a great design and smooth design review process, please pass these following technical requirements on to your builder / designer so that a 'Home Design Package' can be prepared for endorsement by the DRP. The key steps are outlined opposite.

You should also make yourself aware of the covenants on the title of your land as these may also affect your design.





## 2.0 APPROVAL PROCESS

### 2.3 THE REQUIREMENTS

Your builder / designer needs to review this document so that a 'Home Design Package' can be prepared for endorsement by the DRP. Design endorsement by the DRP is required before you obtain a Complying Development Certificate or lodge a Development Application with Lake Macquarie Council.

A 'Home Design Package' must include one A3 set of plans comprising the following:

- Site Plan with overall dimensions for all structures; total site and floor area; site coverage; landscape area; all easements and services; dimensioned front, rear and side
- setbacks; vehicle access and levels.
- Floor Plans showing key dimensions; porch dimensions; main building line; garage setback; door and window positions.
- Sections showing dimensioned building heights; roof pitch and eaves depth.
- Elevations including all external materials, finishes and colours.
- Landscape Plan (may be shown on Site Plan) showing boundary fencing and or planting; description of planting and location; materials, colours and finishes of hard surfaces such as driveways or paving.
- Any planned retaining walls and or alterations to fencing or retaining walls.

If plans are approved with alterations or more information/ documentation is required, you may resubmit or provide required information within 14 days. If you do not comply, the DRP is able to refuse your application.

If plans are not approved, you may arrange a meeting with DRP consultant Architect/ Planner (HDB Town Planning & Design) to review the application.

When successful endorsement has been achieved, the DRP will issue a **letter of endorsement** with stamped plans for you to obtain a Complying Development Certificate or lodge a Development Application with Lake Macquarie City Council. This process will normally take 3 to 5 days to complete.

If the DRP cannot resolve an issue, the matter will be submitted to Council.

### 2.4 VARIATIONS

Variations to these guidelines may be considered on merits. Where a variation is sought the applicant will need to demonstrate how the variation exceeds the desired objectives and presents a superior outcome to that which this document envisages.

## 3.0 SITE DESIGN

### Objectives

- To define a building envelope for each housing type
- Ensure that the building envelope allows for flexible architectural expression
- Allow for separation of housing to maintain privacy and solar access

### Site Coverage

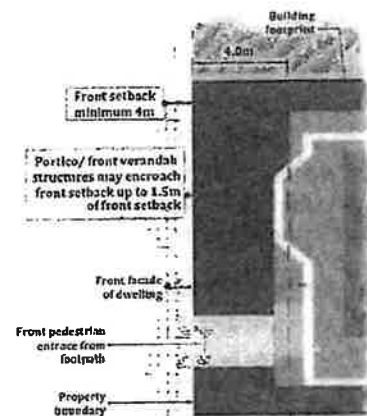
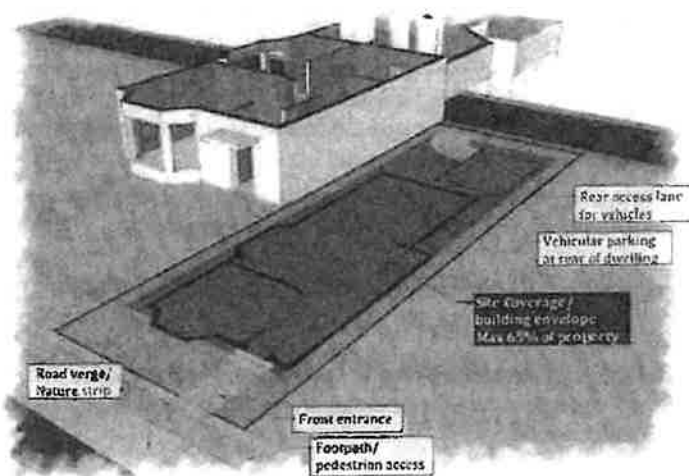
- The maximum site coverage will be 50%
- Small Lot Housing may vary this up to 65%

### Front Setback

- All housing forms shall be set back 4m
- Portico structures may encroach up to 0.5m into the front setback. For small lot housing, this may be varied up to 1.5m into the front setback for a maximum 50% of the building width.

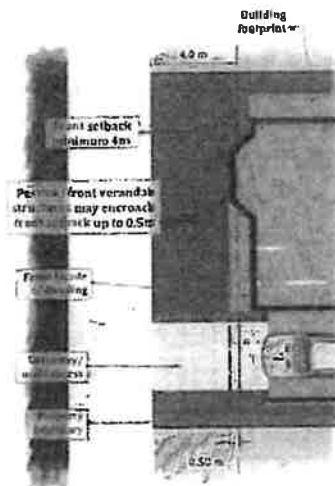
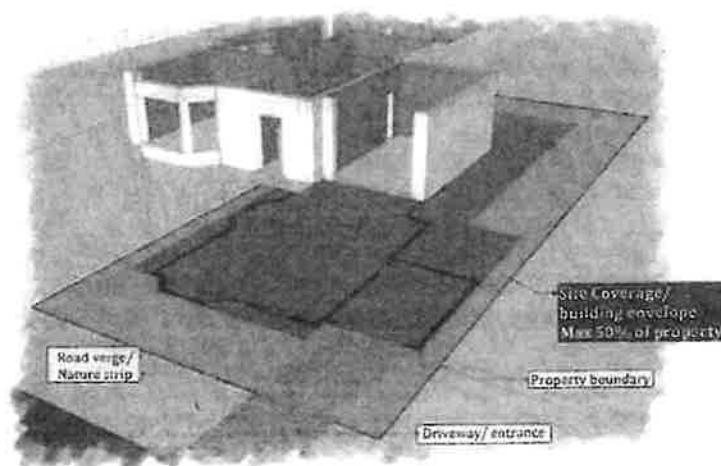
### SITE COVERAGE

SMALL LOT



### FRONT SETBACK

TRADITIONAL/ LARGE LOT

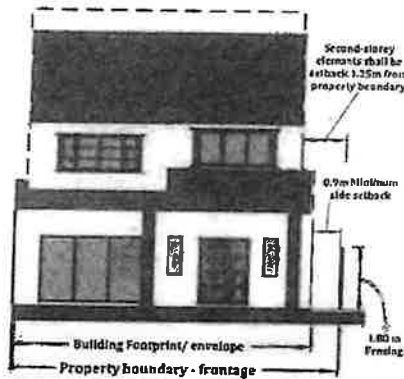


### 3.0 SITE DESIGN

#### SIDE SETBACKS

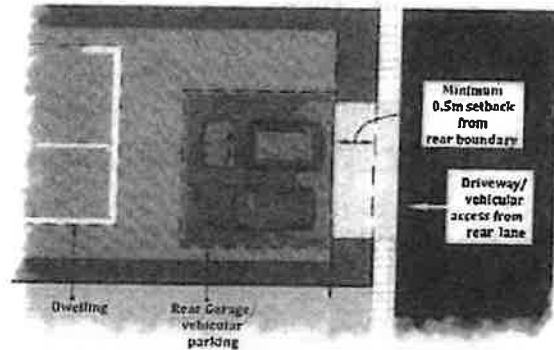
- Single storey elements shall be setback 0.9m from the boundary
- Two storey elements shall be setback 1.5m from the boundary
- Where lot width is between 8 - 12.5m, small lot housing may be built to only one side boundary.
- Where designed as a "group" side setbacks for small lot housing may be varied to allow for zero setbacks.

SMALL LOT

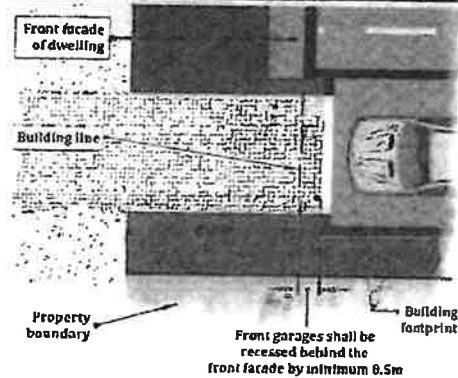
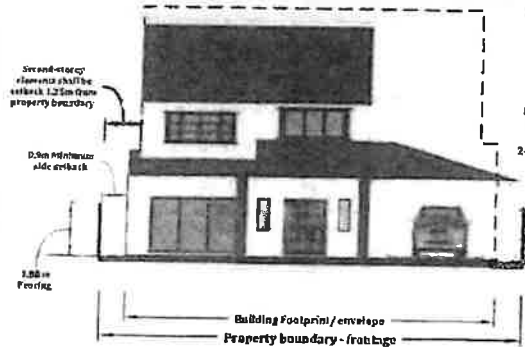


#### GARAGES

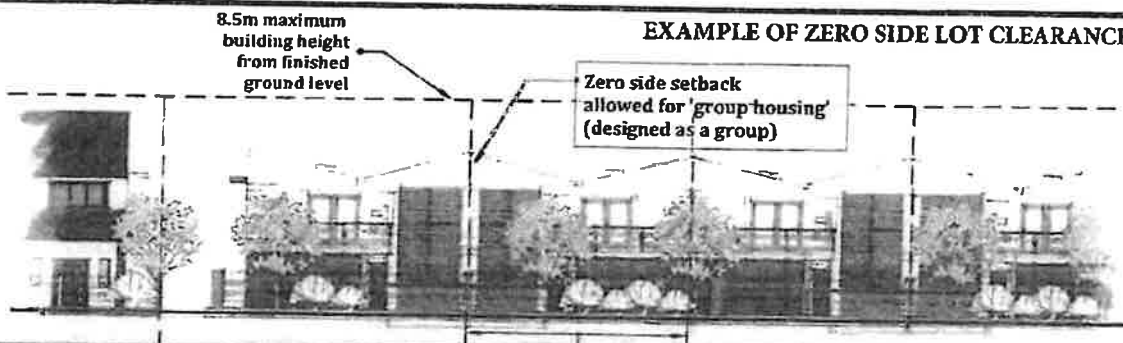
- Small Lot Housing shall access garages from the rear lane (No vehicle access to lots is permitted from primary road frontage)
- Small Lot Housing garages shall be set back 0.5m from the rear boundary. Garages adjacent to a rear lane may be built to the rear boundary.
- Traditional and Large housing garages shall be recessed 0.5m behind the front facade
- Garages shall not dominate the streetscape, and shall occupy no more than 50% of the front facade.



TRADITIONAL / LARGE LOT



#### EXAMPLE OF ZERO SIDE LOT CLEARANCE



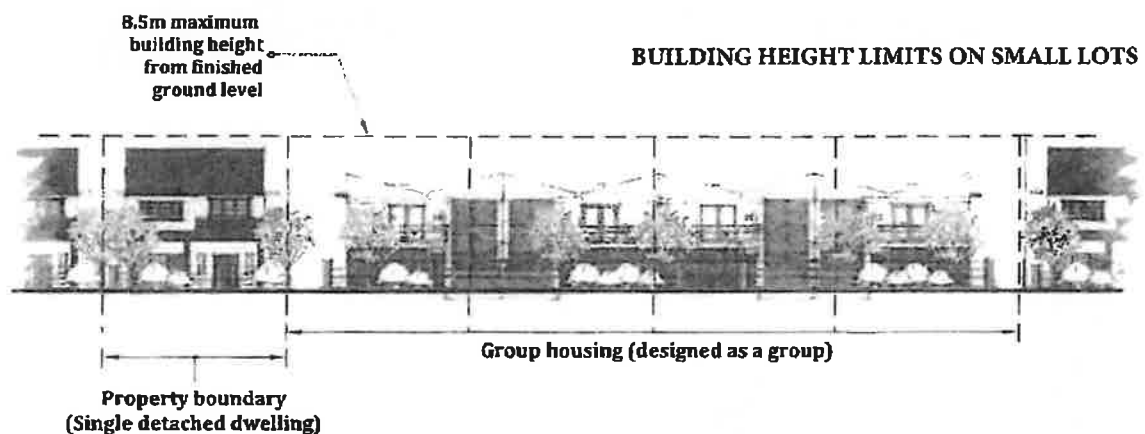
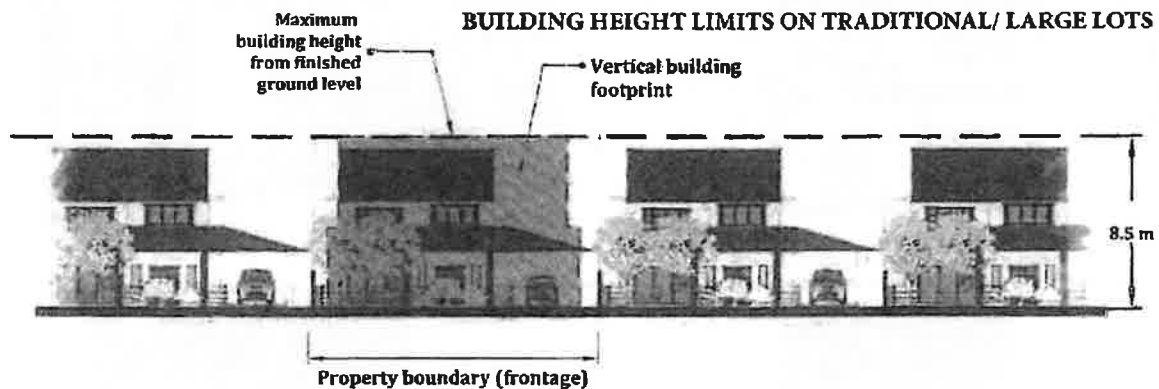
## 4.0 BUILDING DESIGN

### OBJECTIVES

- To create an attractive and cohesive streetscape through the provision of simple and articulated building, roof forms and building materials.
- Ensure that buildings are designed to enhance the existing and future desired built form and character of the neighbourhood by encouraging innovative and quality designs that fit the topography of the site
- To ensure the provision of equitable access to natural light and ventilation for the occupants of all residential buildings.

### HEIGHT

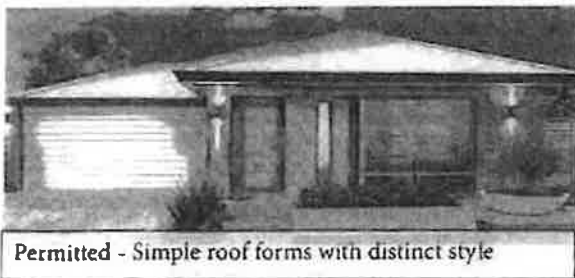
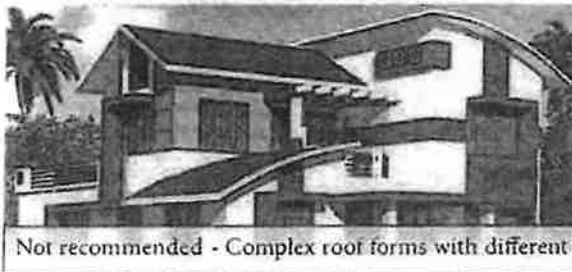
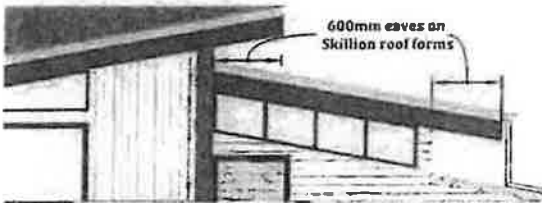
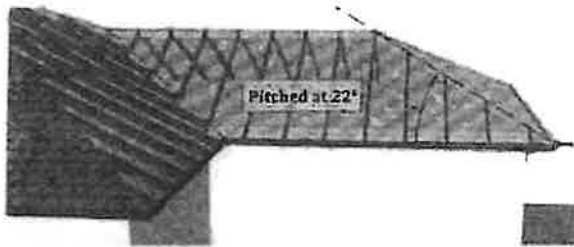
- The maximum height of all housing types is 8.5m above finished ground level.
- All housing shall present the maximum building height to the street



## 4.0 BUILDING DESIGN

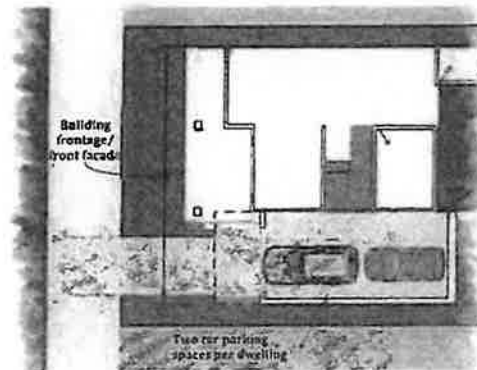
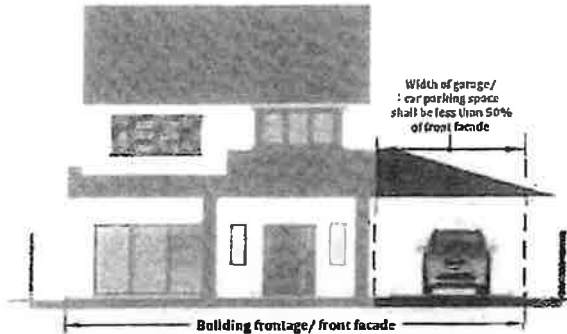
### ROOF

- Roof lines should use simple gable, hip or skillion to minimise the impact of the roof on the visual amenity of the area
- No combination roof types will be permitted
- Gable/Hipped roofs shall be pitched no less than 22°
- Skillion roofs shall have min 600mm eaves
- Roofs shall be colourbond or tile
- All roofing is to be of recessive colours

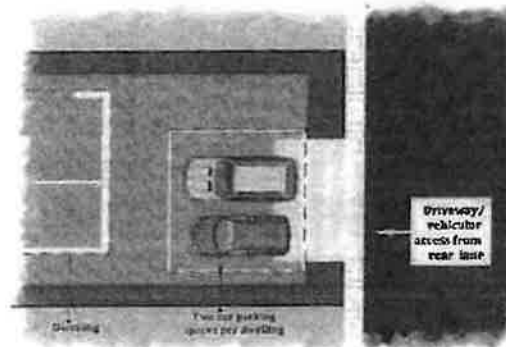


### GARAGE

- All dwellings shall allow for a minimum of two cars within the dwelling or garage structure
- All garages within the front facade shall occupy no more than 50% of the width of the facade
- All garages are to be recessive colours
- All garages shall be tilt up or panel-lift doors



TRADITIONAL/ LARGE LOT



SMALL LOT

## 5.0 DESIGN ELEMENTS

### OBJECTIVES

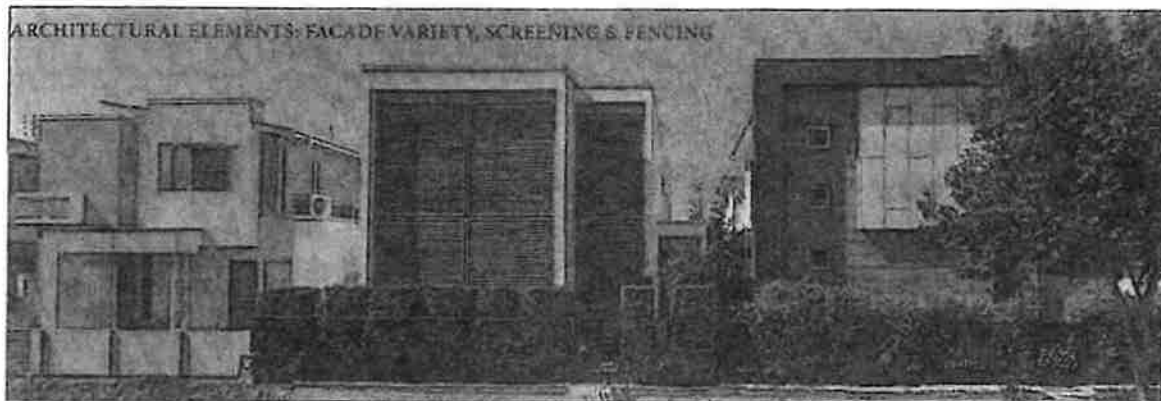
- To ensure high quality design and built outcomes
- To create a interesting and varied streetscape
- To ensure that landscaping is considered and complimentary

### LANDSCAPING

- All landscaping must be consistent with the approved landscaping plans

### ARCHITECTURAL

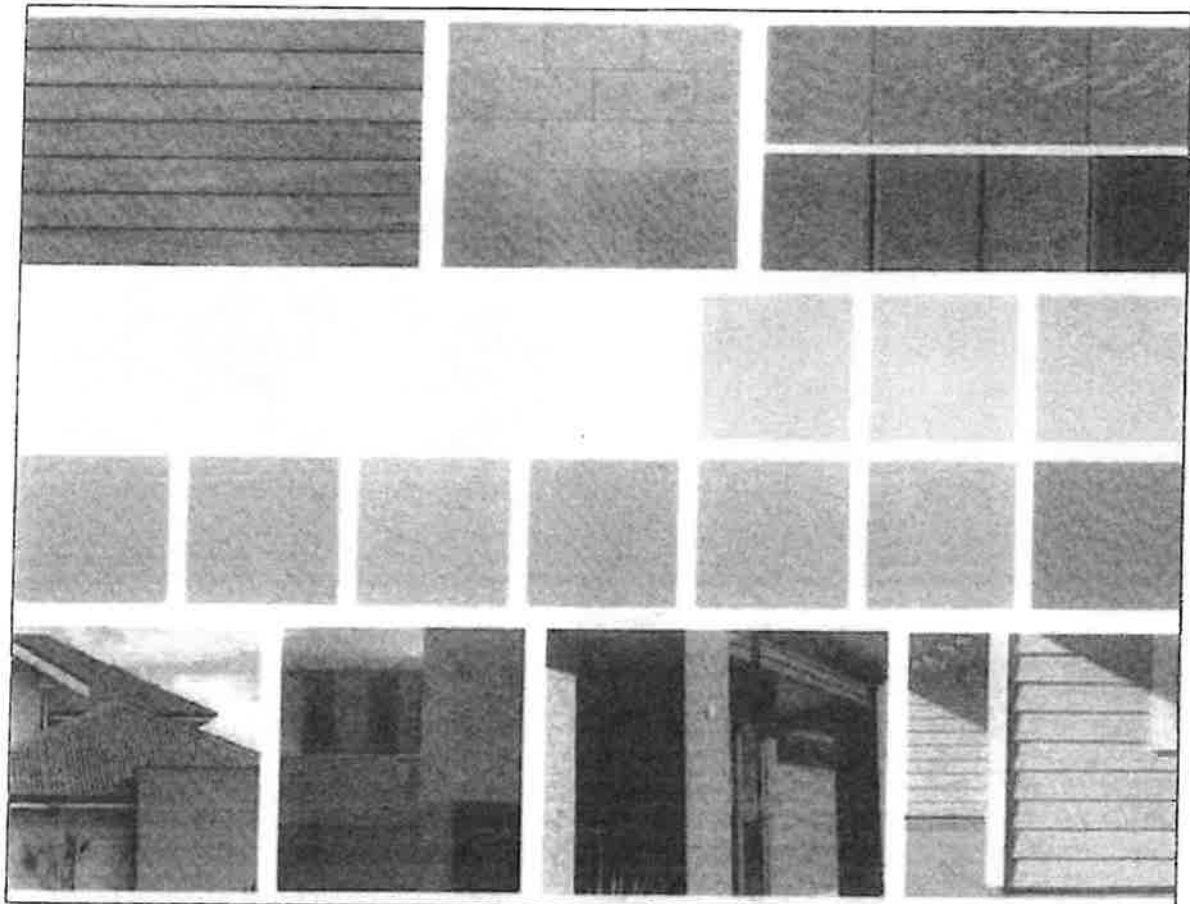
- Building must be designed by a Registered Designer, Architect or DRP approved builder
- The facade of a dwelling shall not be substantially the same as another facade within three lots adjacent to or across the street
- The primary entry must be via the front facade
- Design elements should be used to define and articulate the entry
- Secondary street front addresses must be articulated where visible
- All services shall be hidden from public view including but not limited to
  - satellite dishes
  - air conditioning systems
  - solar hot water systems
  - cloths lines



## 5.0 DESIGN ELEMENTS

### MATERIALS AND TEXTURE

- Materials and colours should generally be natural and muted
- Re-frame from using large areas of contrasting materials and/or colour
- Important details/features can be highlighted with accent tones or materials
- Front facades should not visually compete through the use of multi colours and/or materials
- A materials palette shall be submitted with all dwelling applications





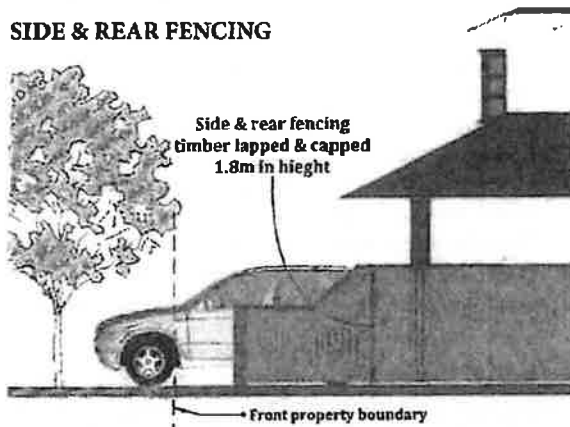
## 5.0 DESIGN ELEMENTS

### FENCING

No fence shall

1. Exceed 1.8m in height; or
2. Be constructed of materials and style other than:
  - Brick
  - Masonry
  - Lap and capped timber
  - Such other materials as may be approved in writing by Greencapital Aust P/L
  - Colourbond Fencing will only be considered in asset protection zones and where proposed, the colour of Colourbond fencing must be recessive and neutral
  - All fencing shall finish at or before the building line
  - Front fencing at building line shall be maximum 1.2m high and 50% transparent

### SIDE & REAR FENCING



LOW TRANSPARENT FRONT FENCING - GROUP HOUSING



LOW TRANSPARENT FRONT FENCING - DETACHED DWELLINGS





## 5.0 DESIGN ELEMENTS

### LANDSCAPING

- The owner shall ensure that the front yard is fully landscaped within 3 months of occupation of the dwelling, in accordance with the approved Landscaping Plan.

## 6.0 SITE USAGE

### OBJECTIVES

- To enable the design structure to contribute to the overall design quality of the estate;
- To ensure subsequent usage does not detract from the general standard and value of the development.

### SITE USAGE

- The owner of any lot burdened shall not construct or erect or cause to allow to be constructed or erected on the burdened lot any residential dwelling or any other building improvement or erection or thing which does not comply with the design guidelines and has not been approved in writing by Greencapital Aust Pty Limited;
- The owner of any lot burdened shall not construct or erect or externally renovate any building or structure or appendage or improvement of any kind on the lot burdened (including but not limited to outbuildings, car parking areas, structures, landscaping, spaces undercover, open storage areas, fences, walls, air-conditioning units, television, radio, satellite or other antennas) without the prior written consent of Greencapital Aust Pty Limited which will not be unreasonably withheld;
- The owner of any lot burdened shall not permit or authorise any part of the residence constructed on the burdened lot to be used in any way directly or indirectly for any business, commercial, manufacturing, mercantile storage, vending or any non-residential purpose other than a business which is in the opinion of Greencapital Aust Pty Limited is quiet and unobtrusive and which does not in any way detract from the general amenity of the burdened lot;
- Not more than one residence shall be erected or be permitted to remain on any lot, except for granny flats that are integrated into the main building, in accordance with the relevant Council provisions;
- No main building shall be erected or permitted to remain on any lot having a total internal floor area of less than 140sqm exclusive of car accommodation, external landings and patios;
- The owner of each lot burdened shall not raise, breed or keep, permit to be raised, bred or kept any insects, reptiles, animals, livestock or poultry on the burdened lot provided that this restriction shall not operate to prevent the owner of the burdened lot from keeping no more than three domestic pets on the burdened lot;
- Dwellings shall not be allowed to be erected, occupied or owned by any person, corporation, Government or Non-Government organisation for the purpose of public, social or affordable housing on any lot burdened;
- Advertising or hoarding signage, including "For Sale" sign shall not be displayed or erected on any lot for a period of one (1) year from the date of transfer without the prior written consent of Greencapital Aust Pty Limited;
- With the exception of vehicles used in connection with the erection of a dwelling, no motor truck, lorry semi trailer or bus shall be permitted to park or be permitted to remain on any lot or street;
- No mobile home, temporary or permanent moveable improvement (i.e. tent, shack, camper or caravan) shall be moved to, placed upon, re-erected, reconstructed or permitted to remain on any lot burdened;
- Any trailer, boat, caravan or additional vehicle parking area shall be located behind the building line and screened from public view. None of the above will be permitted to be located on the street or within the front setback of any lot
- Clothes drying areas must be screened from any public view on any lot burdened.

## 7.0 DESIGN GUIDELINE CHECKLIST

DESIGN GUIDELINES CHECKLIST			Yes	No	Alt	DRP
<b>Site Design</b>						
Site Coverage		Maximum Site Coverage for Traditional and Large lots shall not exceed 50%				
		Maximum Site Coverage for Small lots shall not exceed 65%				
Setbacks	Front	4m from the property boundary for all housing types				
		Portico structures may encroach up to 0.5m into the front setback. For small lot housing, this may be varied up to 1.5m in to the front setback for a maximum 50% of the building width.				
	Side	0.9m for single storey elements (up to 4.5m height) – 1.5m for two storey elements (between 4.5 - 8.5m height)				
		Where the lot width is between 8 - 12.5m, side setbacks for small lot housing may be varied to allow for zero setbacks				
	Garage	Small Lot Housing shall access garages from the provided rear lanes				
		Garages adjacent to a rear lane may be built to the rear boundary.				
		Traditional and Large housing garages shall be recessed 0.5m behind the front facade				
<b>Building Design</b>						
Height		Maximum building height shall be 8.5m				
		The maximum height of the dwelling is presented to the street				
Roof		Roof lines should use simple gable, hip or skillion				
		Gable or hipped roofs to have a minimum pitch of 22°				
		Skillion roofs have minimum 600mm wide eaves				
		Complex roofing forms with combined styles shall not be used within any dwellings				
Garages		All garages within the front facade shall occupy no more than 50% of the width of the facade				
		All garages are to be recessive colours and materials				
		All garages shall be tilt up or panel-lift doors				

<b>DESIGN GUIDELINES CHECKLIST</b>			<b>Yes</b>	<b>No</b>	<b>N/A</b>	
<b>Design Elements</b>						
Architectural		Building must be designed by a Registered Designer, Architect or DRP approved builder				
		The facade of a dwelling may not be the same as another facade within three lots adjacent to or across the street				
		The primary entry must be via the front facade				
		Design elements should be used to defined and articulate the entry				
		Secondary street frontages must be articulated where visible				
		All services shall be located away from public view				
Material and Textures		Materials and colours should generally be neutral and muted				
		Re-frame from using large areas of contrasting materials and/or colour				
		Important details/features can be highlighted with accent tones or materials				
		Front facades should not visually compete through the use of multi colours and/or materials				
		A materials palette shall be submitted with all dwelling applications				
Landscaping		Ensure that plant species where appropriate are native and low maintenance				
		Ensure that plant selection for landscaping is consistent with the species list provided under the approved Landscape Master Plan.				
Fencing		Side and rear fencing shall be 1.8m high lapped and capped timber				
		Colourbond Fencing will only be considered in asset protection zones and Where proposed the colour of Colourbond fencing must be recessive and neutral				
		All fencing shall finish at or before the building line				

**DESIGN GUIDELINES FOR WEEMALA AT THE LAKE (AUGUST 2017)**

DESIGN GUIDELINES FOR WEEMALA AT THE LAKE (AUGUST 2017)



© COPYRIGHT 2017  
HUNTER DEVELOPMENT BROKERAGE PTY LTD

© COPYRIGHT 2017 HUNTER DEVELOPMENT BROKERAGE PTY LTD

**Additional Special Conditions**  
**Weemala at the Lake, Boolaroo - Stage 6 - VACANT LAND**

**Schedule 4      Requisitions on Title**

**Form 825**

**Town Land (Torrens Title)**

From Colin Biggers & Paisley

Purchasers' Solicitor

To Purchaser's solicitor

Vendors' Solicitor

**Requisitions on title**

**2008 Edition**

**Purchase from: Greencapital Weemala Pty Ltd**

**Property: Lot , Stage 6, "Weemala at the Lake", Boolaroo**

(In these Requisitions, the terms "Vendor" and "Purchaser" should be read as expressing the appropriate number and gender including neuter gender and the terms "clause" and "clauses" refer to a clause or clauses in the 2005 Edition of the Contract for Sale of Land).

1. The Vendor must comply on completion with clauses 15, 16.1, 16.2, 16.3, 16.5, 16.8 and 17.1.
2. The Vendor must comply before completion with clause 16.12.
3. Rates and Taxes must be adjusted in accordance with clause 14 and the Vendor must comply with clause 16.6.
4. The Vendor must before completion comply with any work order in accordance with clauses 11.1 and 14.8.
5. Has any claim been made on the Vendor to contribute to the cost of the boundary fences or is the Vendor aware of any such claim being made? If so, the Vendor should satisfy such claim before completion and produce the receipt on or before completion.
6. Is the Vendor aware of:
  - (a) any unregistered easements such as a right of way which affect the property? If so, please give full details.
  - (b) the breach of any covenant noted on the title? If so, such breach must be remedied before completion.
7. Has the Vendor received any notification from the Roads and Maritime Services or local Council that the land or part of it is to be realigned, widened, altered or resumed? If so, please give full details.
8. Is there any outstanding notification, claim or requirement of:

**COLIN BIGGERS  
& PAISLEY PTY LTD**  
ABN 28 166 080 682  
T +61 2 8281 4555  
F +61 2 8281 4567

Level 42  
2 Park Street  
Sydney NSW 2000  
Australia

GPO Box 214  
Sydney NSW 2001  
Australia  
DX 280 Sydney

SPRINGBANE MELBOURNE SYDNEY



- (a) a statutory or local authority, or
- (b) an adjoining owner which affects the property or any part of it?

Any such notice, claim or requirement issued before contracts were exchanged must be complied with by the Vendor before completion.

9. Is there any permissive occupancy of any part of the property or is anyone in adverse possession? If so, the Purchaser relies on clauses 16.3 and 17.1.
10. Has any party (including corporation) acquired any rights in the property by prescription? The Purchaser relies on clauses 16.3 and 17.1.
11. If the sale of the property is subject to an existing tenancy:
  - (a) (if not already supplied) the Vendor should provide the Purchaser with a copy of the lease and advise the current rent and outgoings and the date to which they have been paid.
  - (b) has there been any breach of the lease in which case such breach must be remedied before completion.
  - (c) rent and outgoings should be apportioned in accordance with clauses 14.1 and 14.2.
  - (d) the lease (stamped and, if necessary, registered) should be handed over to the Purchaser on completion.
  - (e) if applicable, the Vendor must obtain the consent in writing of the mortgagee to the transfer of the lease to the Purchaser on and from completion.
  - (f) The Vendor must comply with clauses 24.3.2, 24.4.1, 24.4.3 and 24.4.4 on or before completion.
12. Have the provisions of the *Local Government Act 1919*, or the *Local Government Act 1993*, as the case may be, its ordinances and regulations relating to buildings, subdivisions, alterations and additions been complied with in relation to the subject land and improvements? Any non-compliance must be advised before settlement.
13. If any statutory or local authority has a valid claim to money due by the Vendor in respect of the property, such monetary claim or claims should be settled and discharged by the Vendor before completion.
14. The Purchaser reserves his contractual rights to make a claim on the Vendor before completion as provided in clauses 6,7, 11.2 and 14.8.
15. Has the Vendor or any predecessor in title:
  - (a) been bankrupt or are there any pending bankruptcy proceedings against the Vendor?
  - (b) entered into any development or other agreement with a statutory or local authority which binds the subject land and which will bind the Purchaser on and from completion?

If so, please give details.

16. The Vendor must ensure all mortgages, writs and caveats are removed from the subject title prior to completion or in the alternative the appropriate registrable forms to remove them, properly executed, must be tendered at completion.

17. Is there any pending litigation in respect of the property?
18. Is the Vendor aware of any rights to, or restrictions on, access to the property? If so, please give full details.
19. Is the Vendor aware of any restrictions on the use or development of the land?
20. Survey should be satisfactory and certify (or report) that:
  - (a) the whole of the land sold will be available to the Purchasers on completion and
  - (b) there is no encroachment by or upon the subject land and
  - (c) the improvements sold are erected on the subject land.
21. Has the Vendor been served with any order under section 124 of the *Local Government Act 1993* requiring him to demolish, repair or make structural alterations to a building which is erected on the subject land? If such order has not been complied with, the Vendor should do so before completion, and notify the Purchaser of his compliance.
22. Has the Vendor or his mortgagee:
  - (a) a survey report?
  - (b) a building certificate issued under section 317A or section 317AE of the *Local Government Act 1913*?
  - (c) a building certificate issued under section 149 of the *Environmental Planning and Assessment Act 1979*, section 149D?

If so, please obtain and forward a copy and ensure that the originals are handed over on completion.
23. Has the Vendor been served with an order issued by the local Council or a consent authority under section 121B of the *Environmental Planning and Assessment Act 1979*? If so, please give details.
24. Is the land affected by the:
  - (a) *National Parks and Wildlife Act 1974*? If so, has the land or any part of it been set aside for conservation purposes? Please give full details.
  - (b) *Rural Fires Act 1997*? If so, is the land a bushfire hazard or bushfire-prone land? Please give full details.
  - (c) *Threatened Species Conservations Act 1995*? If so, please give full details.
  - (d) *Contaminated Land Management Act 1997*? If so, please give full details.
  - (e) *Local Government Act 1993*, section 124? If so, please give full details.
  - (f) *Noxious Weeds Act 1993*? If so, please give full details.
  - (g) *Heritage Act 1977*? If so, please give full details.
  - (h) *Unhealthy Building Land Act 1990*? If so, please give full details.
25. Has the Vendor been served with any notice, order or claim arising under the following statutes:
  - (a) *Family Law Act 1975* (Commonwealth Statute)?

- (b) *Property (Relationships) Act 1984* (NSW Statute)?
- (c) *Family Provision Act 1982* (NSW Statute)?
- (d) *Encroachment of Buildings Act 1922* (NSW Statute)?

If so, please advise full details.

26. If the property is sold "off-the-plan":

- (a) the Vendor must provide the Purchaser on or before completion with:
  - (i) an Occupation Certificate (or a copy) issued as required by section 109M(1) of the *Environmental Planning and Assessment Act 1979*
  - (ii) a Certificate of Insurance (or a copy) as required by section 92 of the *Home Building Act 1989* at least 14 business days before completion
  - (iii) a Building Certificate (or a copy) in accordance with section 149D of the *Environmental Planning and Assessment Act 1979*
  - (iv) Evidence that a final Fire Safety Certificate has been issued for the building.
- (b) Has the Vendor complied fully with the local Council's Conditions of Development Consent in respect of the Subdivision which created the Lot? If not, the Vendor should do so before completion or else provide the Purchaser with an Undertaking signed by the Vendor (or in the case of a company, signed by the Directors of that company under its common seal) to fully comply with such conditions within such period as the local Council specified.
- (c) The Vendor must comply with clause 28.2 before completion.

27. Is the subject land inclosed land within the meaning of the *Inclosed Lands Protection Act 1901*?

28. If a Swimming Pool is included in the sale:

- (a) was its construction approved by the Local Council? Please furnish a copy of such approval.
- (b) have the requirements of the *Swimming Pools Act 1992* and its Regulations (in particular as to access and fencing) been complied with?
- (c) the Vendor should assign in writing to the Purchaser the benefit of any current warranties or guarantees in relation to the contract for the construction of the Swimming Pool. Do any such warranties and guarantees exist?
- (d) all pool chemicals and equipment should be left behind by the Vendors for the Purchasers' use.

29. If the Vendor is a company, are any of its officers aware of:

- (a) a resolution having been passed to wind up the company?
- (b) a summons having been filed to wind up the company?
- (c) the appointment of a receiver?

- (d) an application having been made to the Australian Securities and Investments Commission under section 573 of the *Corporations Act 2001* to cancel the registration of the company?
  - (e) any statutory demand having been served on the company pursuant to section 459E(2) of the *Corporations Act 2001*?
  - (f) the appointment of a voluntary administrator under Part 5.3A of the *Corporations Act 2001*?
30. Are any of the inclusions specified in the Contract subject to any credit contract, hire-purchase agreement, bill of sale, leasing agreement, lien, charge or otherwise encumbered? If so, the Vendor should satisfy any such liability on or before completion.
31. If the Vendor is an executor and/or trustee:
- (a) The Vendor should be present at settlement to receive the amount payable to him and to give a trustee's receipt.
  - (b) Alternatively, do you require payment of the amount payable to the Vendors to be made into an Estate bank account?
  - (c) Alternatively, do you rely on section 53 of the *Trustee Act 1925*? If so, please produce your written authority before settlement.
  - (d) If applicable, section 66B of the *Conveyancing Act 1919* should be complied with.
32. In the case of Old System Title land:
- (a) The Deeds and documents listed on Annexure "A" to these Requisitions should be produced for our inspection and found satisfactory prior to completion.
  - (b) The Deeds and documents listed on Annexure "B" to these Requisitions relating solely to the subject property should be produced for inspection and found satisfactory and handed over at settlement.
  - (c) As the Vendors will not retain any estate in the lands dealt with by the Deeds listed on Annexure "C" to these Requisitions after conveyance of the subject property to the Purchasers, they should be permanently deposited in the office of the Land and Property Information (NSW), Sydney, in accordance with section 53(2)(e) of the *Conveyancing Act 1919* and a certified copy of the Lodgment receipt furnished at settlement or, a written undertaking to furnish such certified copy handed over at settlement.
  - (d) The Vendor must comply with clauses 25.2 and 25.8 before completion.
33. Have any building works been carried out at the property to which the *Building Services Corporation Act 1989* and/or the *Home Building Act 1989* applies? If so, please provide before completion satisfactory evidence that such legislation has been complied with.
34. If the Transfer (or in the case of Old System Title, the Deed Conveyance) will be signed under Power of Attorney:
- (a) Please produce before completion a copy of the registered Power of Attorney, and
  - (b) Written evidence should be provided at settlement of its non-revocation.
35. Is the subject property situated within an aircraft flight path? If so, on what basis and what curfew applies?
36. Satisfactory evidence must be produced on completion that any:

- (a) improvements erected over the sewer, and/or
  - (b) rainwater downpipes connected to the sewer was authorised or permitted in writing by Sydney Water Corporation or its predecessor.
37. Is there any encroachment:
- (a) onto any adjoining land by any improvements erected on the subject land?
  - (b) by any improvements erected on adjoining land onto the subject land to the Vendor's knowledge? If so, please give details of any such encroachment which should be removed before completion.
38. Has the Vendor been served with any notice or order relating to fire safety issued under section 124 of the *Local Government Act 1993* which the Vendor has not fully complied with? If so, the Vendor must satisfy the terms of such notice or order before completion.
39. The Vendor must comply with clause 4.2.
40. The Vendor should provide at settlement a direction in accordance with clause 20.5.
41. (If applicable) The Vendor must comply with clauses 13.4.2, 13.9 and 13.10 on and before completion.

**Special additional requisition - Forfeiture**

42. Is the land or any part of it:
- (a) liable to forfeiture or the subject of a forfeiture order under the provisions of either the *Drugs Misuse Act 1986* or the *Crimes (Confiscation of Profits) Act 1989*?
  - (b) subject to or likely to become subject to any application for any restraining order under either of those Acts?
  - (c) in any other way affected by the provisions of either of those Acts?

If the answer to any of these is "yes" please provide full details and of the steps being taken to provide clear title at completion.

**Additional Special Conditions**  
**Weemala at the Lake, Boolaroo - Stage 6 - VACANT LAND**

**Schedule 5      Replies to Requisitions**

Our Ref: CAD

**COLIN  
BIGGERS  
& PAISLEY**  
LAWYERS

TO: The Purchaser

**Purchase from: Greencapital Weemala Pty Ltd**  
**Property: Lot , Stage 6 "Weemala at the Lake",**  
**Boolaroo**

1. Noted. The vendor relies on the contract.
2. The vendor relies on the contract.
3. The vendor relies on the contract.
4. The vendor relies on the contract.
5. No.
6. (a) & (b) No.
7. No.
8. (a) & (b) Not to the vendor's knowledge.
9. Not to the vendor's knowledge.
10. Not to the vendor's knowledge.
11. Not applicable.
12. So far as the vendor is aware, yes.
13. The vendor relies on the contract.
14. The vendor relies on the contract.
15. (a) As to the vendor, no. The vendor cannot speak for any predecessors in title.

**COLIN BIGGERS  
& PAISLEY PTY LTD**  
ABN 28 166 080 682  
T +61 2 8281 4555  
F +61 2 8281 4567

Level 42  
2 Park Street  
Sydney NSW 2000  
Australia

GPO Box 214  
Sydney NSW 2001  
Australia  
DX 280 Sydney

BRIISBANE MELBOURNE SYDNEY

- (b) Other than disclosed in the contract, no. The vendor cannot speak for any predecessors in title.
16. The vendor relies on the contract.
17. Not to the vendor's knowledge.
18. The vendor relies on the contract.
19. The vendor relies on the contract.
20. (a) & (b) Noted. The vendor relies on the contract.  
(c) Not applicable, vacant land.
21. No.
22. (a) - (c) No.
23. No.
24. The vendor does not know. The purchaser should make and rely on their own enquiries with each authority.
25. (a) - (d) No.
26. Not applicable.
27. The vendor does not know.
28. Not applicable.
29. (a) - (f) No.
30. Not applicable. Vacant land.
31. Not applicable.
32. Not applicable.
33. Not applicable.
34. (a) A copy of the registered power of attorney will be provided on completion.  
(b) This firm has no notice of its revocation.
35. The vendor does not know. The purchaser should make and rely on their own enquiries.
36. Not applicable. Vacant land.
37. Not applicable. Vacant Land.
38. No.
39. The vendor relies on the contract.
40. Noted.



41. The vendor relies on the contract.

42. No.

Yours faithfully

**Claire Day**

Partner

Email: [Claire.dady@cbp.com.au](mailto:Claire.dady@cbp.com.au)

**Additional Special Conditions**  
**Weemala at the Lake, Boolaroo - Stage 6 - VACANT LAND**

**Schedule 6      Tax File Number and FIRB Notification**

### Tax File Number and FIRB Notification

	PURCHASER 1	PURCHASER 2
<b>Name</b>		
<b>Date of Birth</b>		
<b>Tax File Number</b>		
<b>Nationality of purchaser (if not Australian citizen)</b>		
<b>Overseas address (if not Australian resident)</b>		
<b>Residential status</b>	<i>Tick applicable residential status below</i>	
1. Australian citizen		
2. Australian citizen with foreign spouse purchasing as joint tenants		
3. New Zealand citizen		
4. New Zealand citizen with foreign spouse purchasing as joint tenants		
5. Australian permanent resident who has been a resident in Australia for 200 days of the last year		
6. Australian permanent resident who has not been residing in Australia for 200 days of the last year		
7. Australian temporary resident		
8. A foreign national who has no residency status in Australia (including persons who are in Australia on visitor's visas)		
9. A corporation or trust where no single foreign person (together with their associates) has 15% or more ownership of the corporation/trust	(if selected, provide details below)	
10. A corporation or trust where a single foreign person (together with their associates) has 15% or more ownership of the corporation/trust	(if selected, provide details below)	
11. A corporation or trust where multiple foreign interests hold more than 40% ownership of the corporation/trust	(if selected, provide details below)	
	If 7, 8, or 9 are applicable, the names of all directors, major/ultimate shareholders must be supplied below: _____ _____	
<b>Is the property being purchased by a trustee of a trust?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, specify names and nationality of beneficial owners: _____ _____	

**Additional Special Conditions**

**"Weemala at the Lake", Boolaroo - Stage 6 - Vacant Land**

**Schedule 7**

**Mine Subsidence Letter**



## Subsidence Advisory

117 St. Street, Newcastle NSW, 2302 | T: (02) 4929 4131

99 Macleay Street, Sydney NSW, 2001 | T: (02) 4677 6500

24 Hour Emergency Service: 1800 45 053 6

FN16-51144L1  
TSUB20-00216

**HBD Town Planning and Design**  
**Julie McKimm**  
[admin@hdb.com.au](mailto:admin@hdb.com.au)  
[julie@hdb.com.au](mailto:julie@hdb.com.au)

Dear Julie

**RE PROPOSED 336 LOT TORRENS TITLE STAGED SUBDIVISION AT 2A MAIN ROAD  
BOOLAROO; LOT 599 DP 1228699 & LOT 1 DP 225720; TSUB20-00216**

### NOTICE OF DETERMINATION

I refer to the application detailed above. Subsidence Advisory NSW has determined to grant approval under section 22 of the *Coal Mine Subsidence Compensation Act 2017*.

Approval has been granted, subject to the conditions set out in the attached determination under Schedule 2. The stamped approved plans are attached.

Once relevant documentation to meet the conditions in Schedule 2 are available, please email through to [subsidedevelopment@customerservice.nsw.gov.au](mailto:subsidedevelopment@customerservice.nsw.gov.au) quoting reference **TSUB20-00216**.

Should you have any questions about the determination I can be contacted by phone on 02 4908 4300 or via email at [subsidedevelopment@customerservice.nsw.gov.au](mailto:subsidedevelopment@customerservice.nsw.gov.au)

Yours faithfully,

A handwritten signature in black ink, appearing to read 'Shane McDonald'.

**Shane McDonald**  
**Senior Risk Engineer**

19 November 2020

## **DETERMINATION**

Issued in accordance with section 22 of the *Coal Mine Subsidence Compensation Act 2017*

---

As delegate for Subsidence Advisory NSW under delegation executed 19 November 2020 approval is for the development described in Schedule 1, subject to the conditions attached in Schedule 2.

Determination Date: 19 November 2020

Approval to Lapse on: 19 November 2025

The conditions of approval are imposed for the following reasons:

- a) To confirm and clarify the terms of Subsidence Advisory NSW approval.
- b) To minimise the risk of damage to surface development from mine subsidence.



**Shane McDonald**  
**Senior Risk Engineer**

19 November 2020

### **SCHEDULE 1**

**Application No:** TSUB20-00216  
**Applicant:** HBD TOWN PLANNING & DESIGN  
**Site Address:** 2A MAIN ROAD BOOLAROO  
**Lot and DP:** LOT 599 DP 1228699 & LOT 1 DP 225720  
**Proposal:** 336 LOT TORRENS TITLE STAGED SUBDIVISION  
**Mine Subsidence District:** LAKE MACQUARIE

---

## SCHEDULE 2

### CONDITIONS OF APPROVAL

GENERAL																			
Plans, Standards and Guidelines																			
1.	<p>The development being undertaken strictly in accordance with the details set out on the application form, any information submitted with the application and the plans submitted, as amended or as modified by the conditions of this approval.</p> <p><b>Note:</b> Any proposal to modify the terms or conditions of this approval, whilst still maintaining substantially the same development to that approved, will require the submission of formal advice for consideration by Subsidence Advisory NSW. If amendments to the design result in the development not remaining substantially the same as that approved by this approval, a new application must be submitted to Subsidence Advisory NSW.</p>																		
2.	<p>This approval expires 5 years after the date the approval was granted if subdivision works have not physically commenced.</p>																		
3.	<p>Subsidence Advisory NSW must be notified of any changes to lot numbering and the registered DP number.</p>																		
4.	<p>The proposed structure(s) associated with subdivision preliminary works in the area identified as <b>Zone 3</b> in the Coffey report 754-NTLGE206447-2-AB.V2, dated 11 November 2020 shall be designed to be "<i>safe, serviceable readily repairable</i>" using the subsidence parameters outlined below:</p> <table><tr><td>a)</td><td>Maximum vertical subsidence:</td><td>80 mm</td></tr><tr><td>b)</td><td>Maximum tensile strain:</td><td>1.5 mm/m</td></tr><tr><td>c)</td><td>Maximum compressive strain:</td><td>5 mm/m</td></tr><tr><td>d)</td><td>Maximum tilt:</td><td>1 mm/m</td></tr><tr><td>e)</td><td>Radius of curvature (hogging):</td><td>10km</td></tr><tr><td>f)</td><td>Radius of curvature (sagging):</td><td>2.8 km</td></tr></table> <p>Submit plans prior to construction along with certification from a suitably qualified engineer that all infrastructure associated with subdivision works have been designed to accommodate the above subsidence impact parameters.</p>	a)	Maximum vertical subsidence:	80 mm	b)	Maximum tensile strain:	1.5 mm/m	c)	Maximum compressive strain:	5 mm/m	d)	Maximum tilt:	1 mm/m	e)	Radius of curvature (hogging):	10km	f)	Radius of curvature (sagging):	2.8 km
a)	Maximum vertical subsidence:	80 mm																	
b)	Maximum tensile strain:	1.5 mm/m																	
c)	Maximum compressive strain:	5 mm/m																	
d)	Maximum tilt:	1 mm/m																	
e)	Radius of curvature (hogging):	10km																	
f)	Radius of curvature (sagging):	2.8 km																	



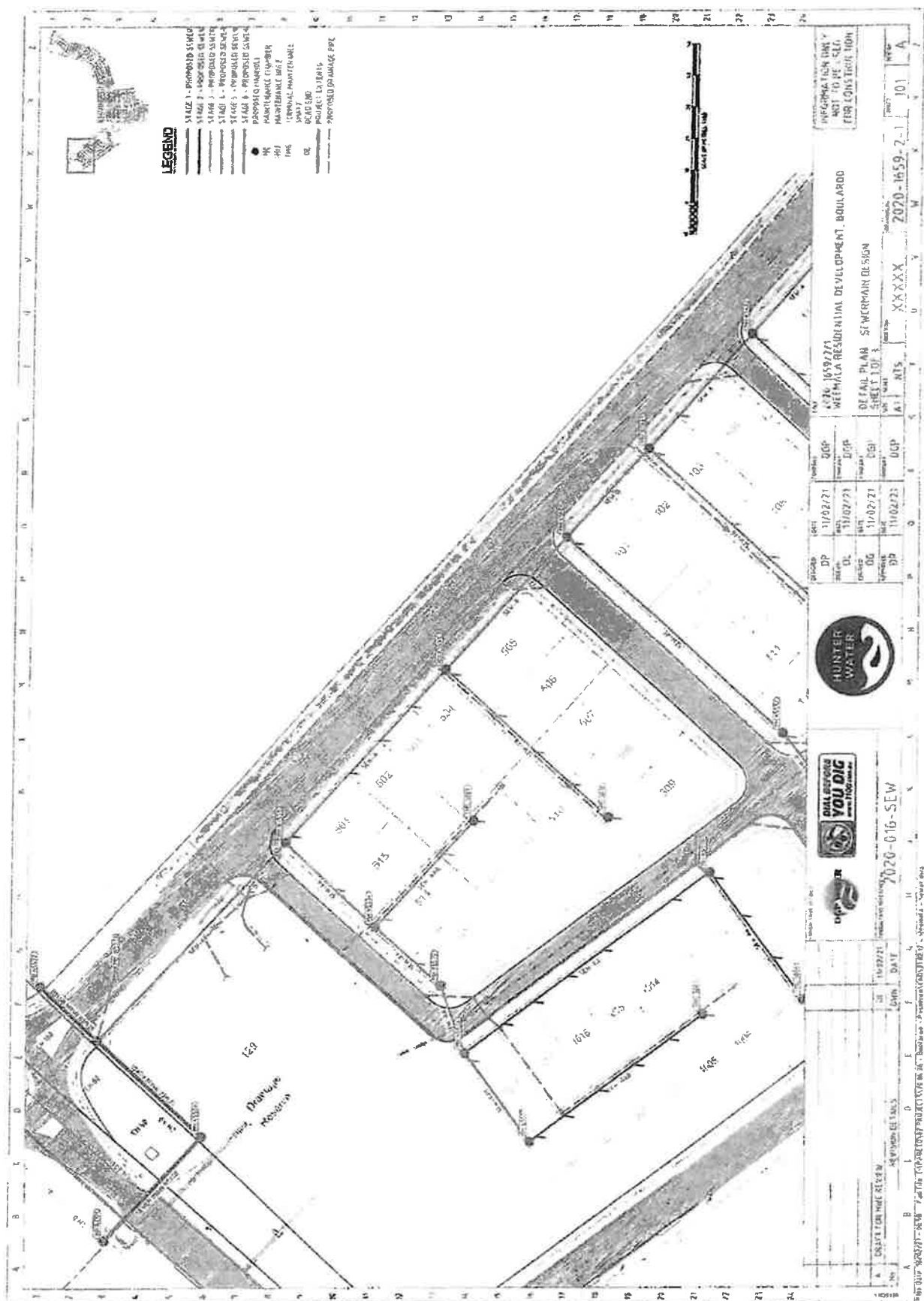
5.	<p>Submit a proposal to remove the risk of mine subsidence by a suitable means, such as grouting in the area identified as <b>Zone 4</b> in Coffey report 754-NTLGE206447-2-AB.V2, dated 11 November 2020.</p> <p>Submit for acceptance by Subsidence Advisory NSW prior to commencing work a:</p> <ol style="list-style-type: none"> <li><b>Grout Design</b>, including grout locations (dimensioned in plan and elevation), and design parameters for any residual mine subsidence.</li> <li><b>Grout Implementation Plan</b>; including a site plan (showing property boundaries within 200m of the site), grout locations (dimensioned in plan and elevation), proposed bore locations, and grout designer's endorsement.</li> <li><b>Grout Verification Plan</b>; showing the location of verification holes and the grout designer's endorsement.</li> </ol> <p>On completion of grouting submit a <b>Grout Verification Output Report</b> endorsed by the grout designer and site verification engineers for compliance with the accepted Grouting Plan.</p>
6.	<p>Submit a proposal to remove the risk of mine subsidence by a suitable means in the area identified as <b>Zone 5</b> in the Coffey report 754-NTLGE206447-2-AB.V2, dated 11 November 2020.</p> <p>Or alternatively;</p> <p>Undertake a geotechnical investigation to confirm there is no risk of mine subsidence associated with the drift and shaft in Zone 5.</p>
7.	<p>Approval under section 22 of the <i>Coal Mine Subsidence Compensation Act 2017</i> is also required for the erection of all improvements on the land. As a guide, Improvements shall comply with Subsidence Advisory NSW nominated Surface Development Guidelines, or otherwise assessed on merit.</p>

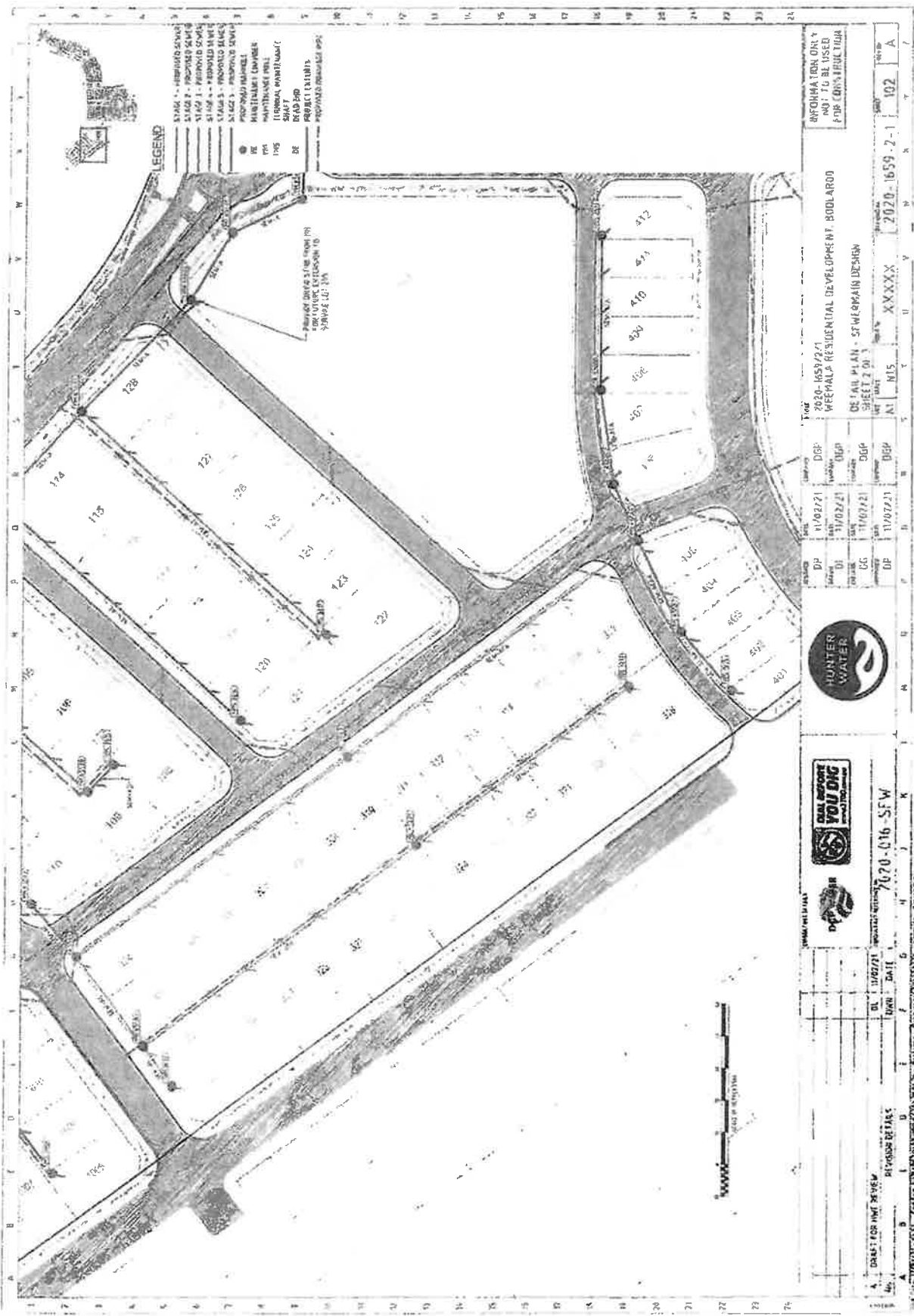
### Dispute Resolution

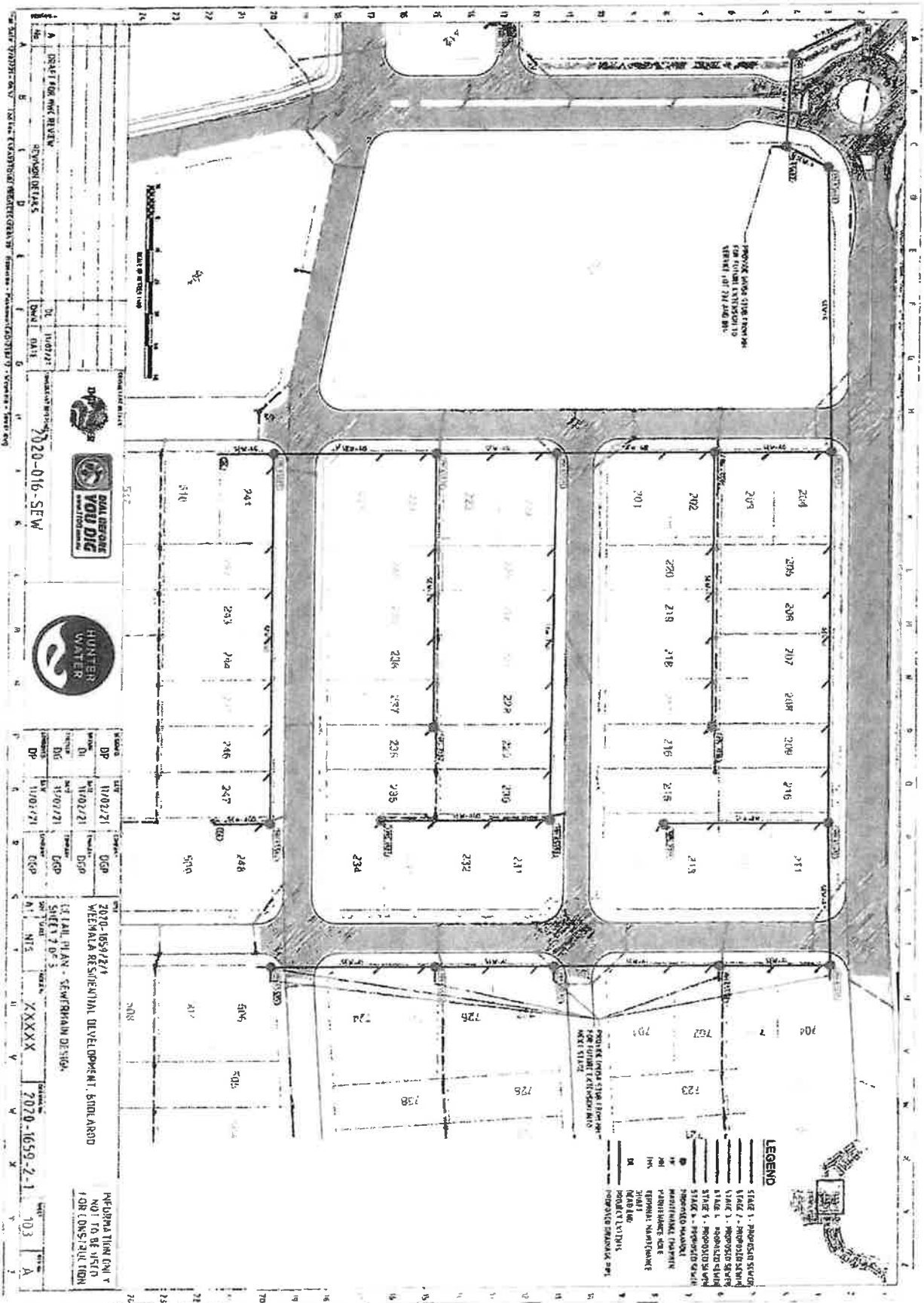
If you are dissatisfied with the determination of this application an appeal may be formally submitted with the Chief Executive Officer for an independent internal review. The application must be made in writing and must provide reasons why the determination should be changed.

**Additional Special Conditions**  
**"Weemala at the Lake", Boolaroo - Stage 6 - Vacant Land**

**Schedule 8      Hunter Water Proposed Sewer Location  
Plans**

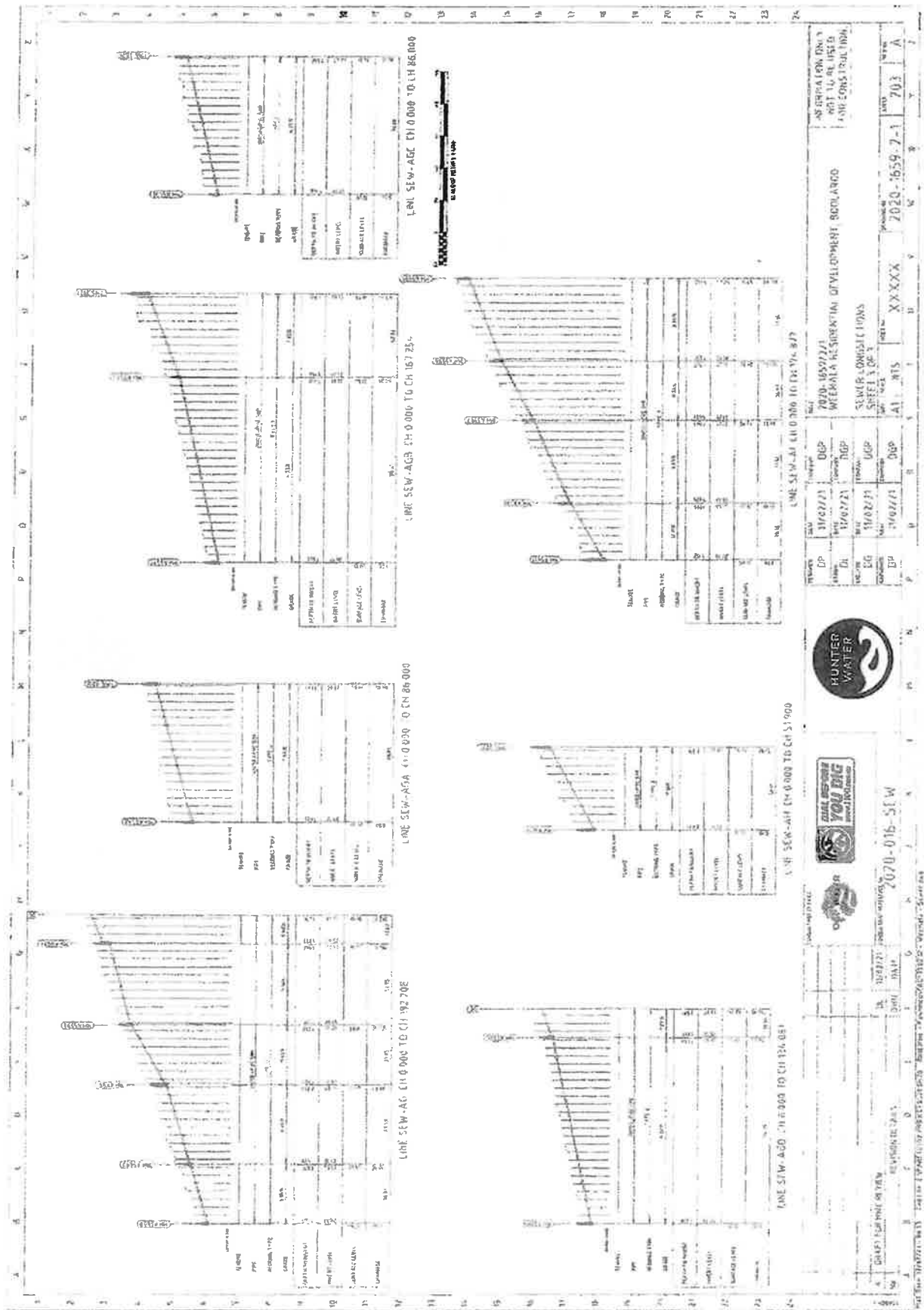
















### **Additional Special Conditions**

**"Weemala at the Lake", Boolaroo - Stage 6 - Vacant Land**

### **Attachments**

1. Title search
2. Deposited plan
3. Other title documents
4. Section 10.7(2) Planning Certificate



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1006/1270101

SEARCH DATE	TIME	EDITION NO	DATE
29/3/2021	10:57 AM	3	12/2/2021

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.  
CONTROL OF THE RIGHT TO DEAL IS HELD BY NATIONAL AUSTRALIA BANK LIMITED.

LAND

LOT 1006 IN DEPOSITED PLAN 1270101  
AT BOOLAROO  
LOCAL GOVERNMENT AREA LAKE MACQUARIE  
PARISH OF KAHIBAH COUNTY OF NORTHUMBERLAND  
TITLE DIAGRAM DP1270101

FIRST SCHEDULE

GREENCAPITAL WEEMALA PTY LTD (T AQ798328)

SECOND SCHEDULE (17 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP577566 EASEMENT TO DRAIN WATER 10 METRE(S) WIDE APPURTENANT TO THE PART(S) SHOWN SO BENEFITED IN THE TITLE DIAGRAM
- 3 DP629073 EASEMENT TO DRAIN WATER VARIABLE WIDTH APPURTENANT TO THE PART(S) SHOWN SO BENEFITED IN THE TITLE DIAGRAM
- 4 X351116 EASEMENT FOR ELECTRICITY TRANSMISSION LINE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 X896091 EASEMENT FOR ELECTRICITY TRANSMISSION LINE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 DP1127713 RESTRICTION(S) ON THE USE OF LAND AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 7 AI395675 EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 9.905 METRE(S) WIDE AND VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIGARAM
- 8 DP1270101 RIGHT OF ACCESS 23 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 9 DP1270101 EASEMENT FOR SERVICES 5.5 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 10 DP1270101 RIGHT OF ACCESS OVER A TRACK IN USE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 11 DP1270101 EASEMENT FOR DRAINAGE OF WATER OVER EXISTING LINE OF PIPES AFFECTING THE PART(S) SHOWN SO BURDENED IN THE

END OF PAGE 1 - CONTINUED OVER

cbpjmb

PRINTED ON 29/3/2021

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1006/1270101

PAGE 2

SECOND SCHEDULE (17 NOTIFICATIONS) (CONTINUED)

- TITLE DIAGRAM
- 12 DP1270101 EASEMENT FOR DRAINAGE OF WATER OVER EXISTING LINE OF  
PIPES APPURTENANT TO THE LAND ABOVE DESCRIBED
- 13 DP1270101 EASEMENT FOR DRAINAGE OF WATER 68 METRE(S) WIDE AND  
VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN  
THE TITLE DIAGRAM
- 14 DP1270101 EASEMENT FOR SERVICES 2 METRE(S) WIDE AFFECTING THE  
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 15 DP1270101 POSITIVE COVENANT REFERRED TO AND NUMBERED (10) IN  
THE S.88B INSTRUMENT
- 16 DP1270101 POSITIVE COVENANT REFERRED TO AND NUMBERED (11) IN  
THE S.88B INSTRUMENT
- 17 AQ798329 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

cbpjmb

PRINTED ON 29/3/2021

Obtained from NSW LRS on 29 March 2021 09:57 AM AEST

Office of the Registrar-General 2021

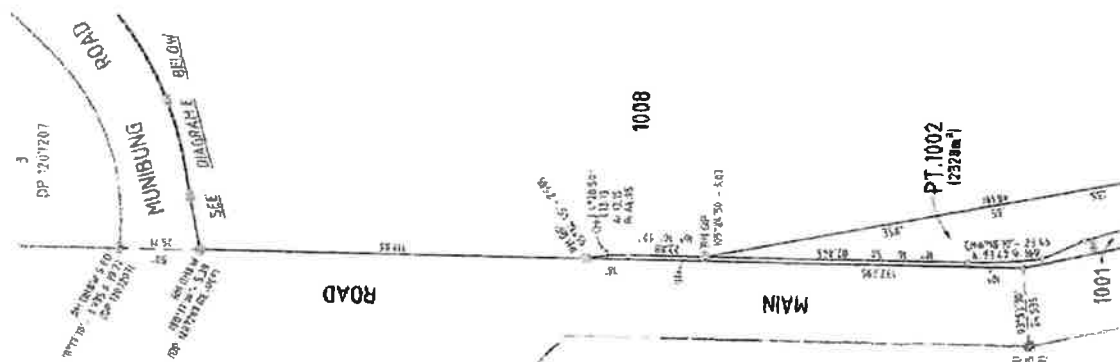
\* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. GlobalX hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900. Note: Information contained in this document is provided by GlobalX Pty Ltd, ABN 35 099 032 596, [www.globalx.com.au](http://www.globalx.com.au) an approved NSW Information Broker.



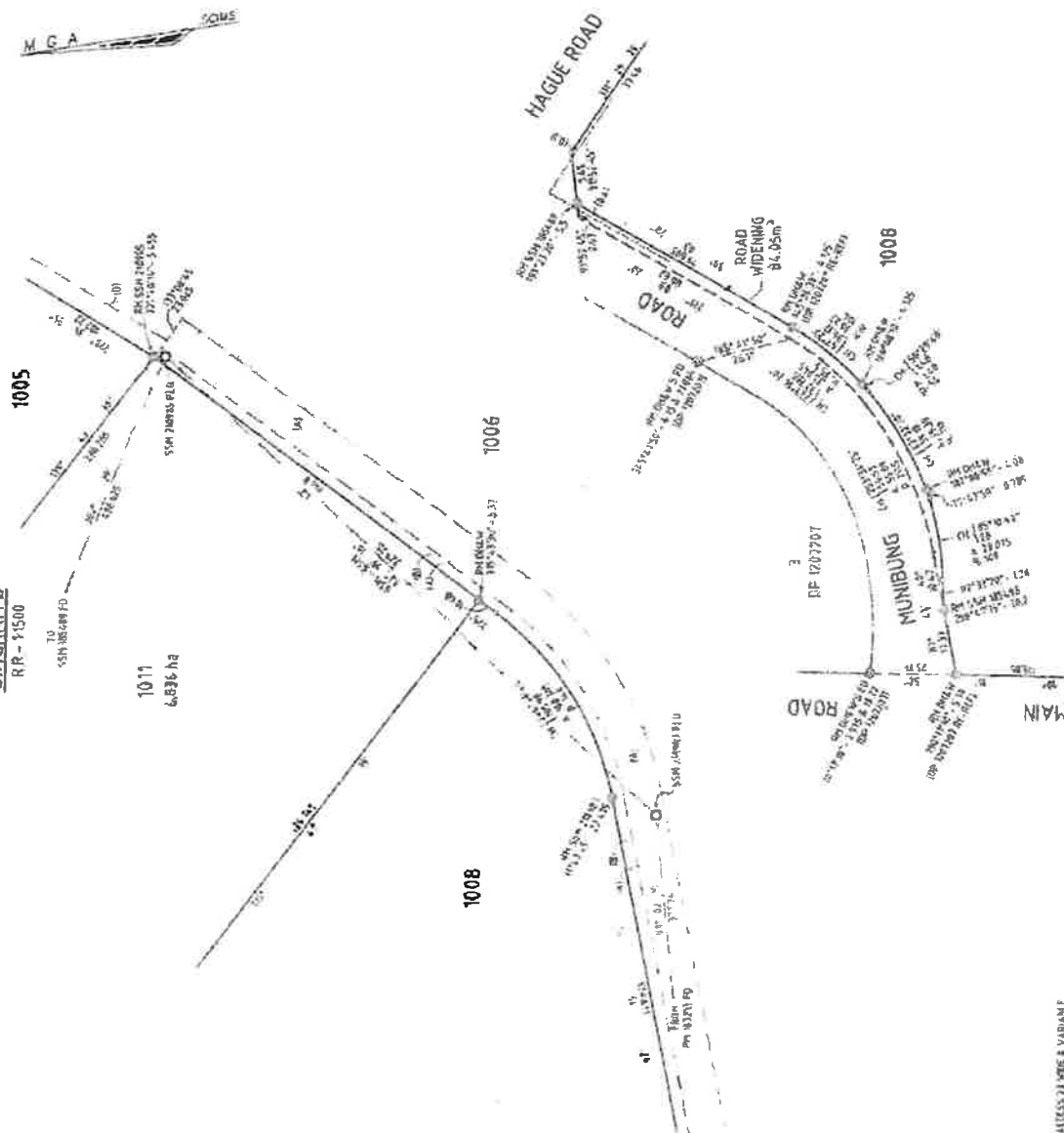


*(Faint mirrored header text from bleed-through)*

**DIAGRAM E**  
R.R. - 1:1000



**DIAGRAM D**  
RR-11500



AI - RIGHT OF ACCESS TO WIRE & VARIABLE  
BI - ELEMENT FOR SERVICES & WIRE & VARIABLE  
DI - RIGHT OF ACCESS TO OR EXISTING TRACE IN USE  
IAPPROPRIATE POSITION  
DH - RIGHT OF ACCESS VARIABLE MOTA

**BRETT ANTHONY WHITE**  
Name: **POSITIVE SURVEY SOLUTIONS**  
P.O. BOX 1873 NEWCASTLE 2300  
Address: **27/11/20**  
Phone: **2617 5191**  
Fax: **2617 5192**

W OF SUBDIVISION OF LOT 589 DP 1228699  
LOT 1 DP 225720

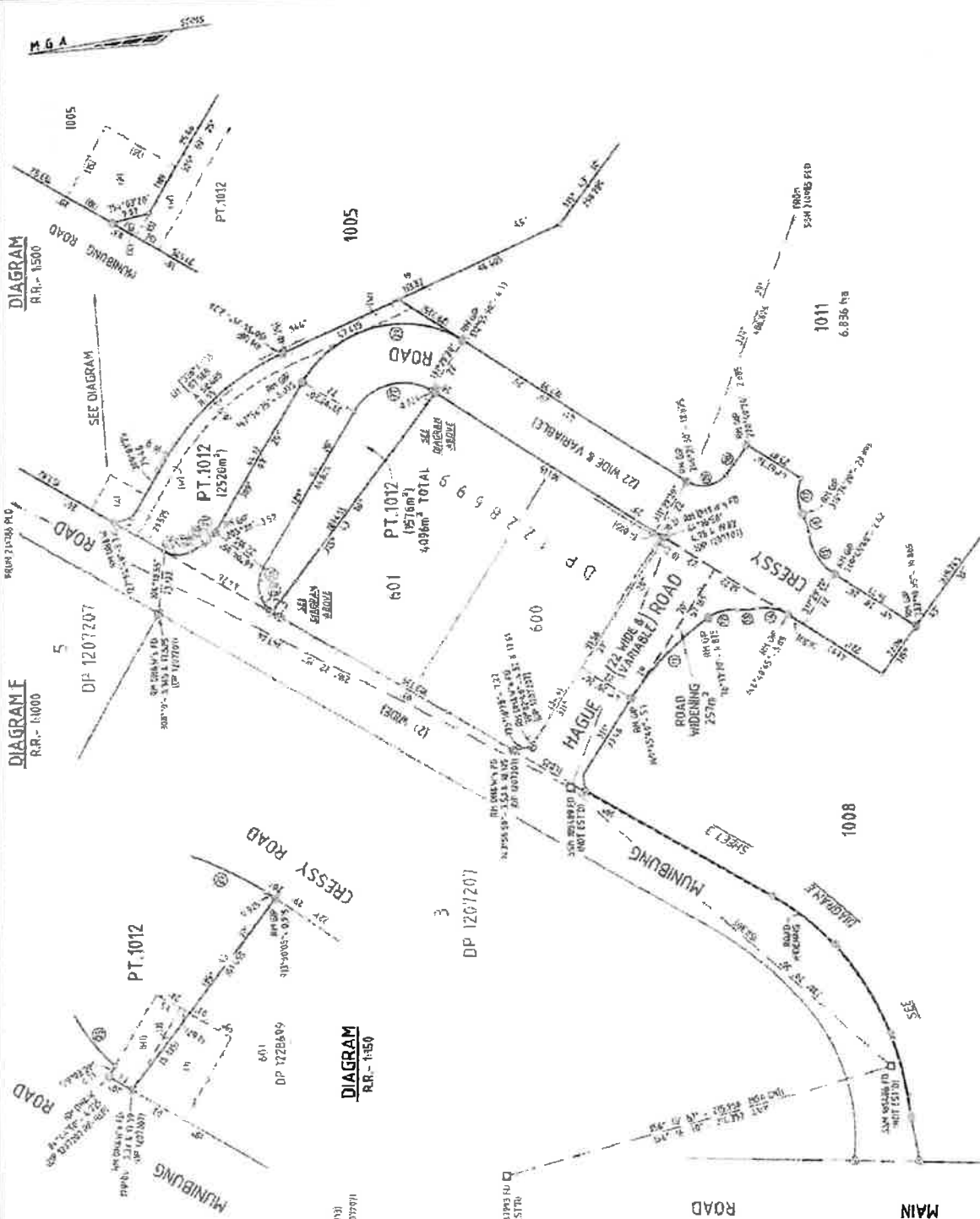
**TGA:** LAKE MACCO  
**Locality:** BOOLARCO  
**Production Rules:** Joe Shown  
**Language:** to be in motion.

Registered  
13/01/2013

DP1270101

LEAF	REBAR	DATE/AM	DISTANCE	AIR	RAINF
1	10	7/17/15	41.15	45.75	99
2	12	7/17/15	1.32	1.47	1
3	12	7/17/15	5.55	7.15	31.5
4	12	7/17/15	1.19	0.28	7
5	14	7/17/15	3.61	3.15	21
6	14	7/17/15	1.72	1.75	7.5
7	16	7/17/15	3.73	3.65	21
8	16	7/17/15	0.55	1.52	68.5
9	16	7/17/15	7.51	7.51	1
10	16	7/17/15	42.0	46.71	5.9
11	16	7/17/15	4.23	4.75	31
12	16	7/17/15	2.55	2.35	4.5
13	16	7/17/15	7.58	9.9	9.11
14	16	7/17/15	5.13	5.16	1
15	16	7/17/15	4.95	11.25	15
16	16	7/17/15	35.32	33.88	21

- 1110 - EASEMENT FOR ELECTRICITY AND OTHER PURPOSES IS WIDE (16/04/07)
- 1111 - EASEMENT FOR ELECTRICITY AND OTHER PURPOSES IS WIDE (16/05/07)
- 1112 - EASEMENT TO DRAIN WATER IS WIDE
- 1113 - EASEMENT TO DRAIN WATER IS WIDE



**SURVEYOR:**  
Name: **BRETT ANTHONY WHITE**  
POSITIVE SURVEY SOLUTIONS  
PO BOX 1275 NEWCASTLE 1508  
Copy Of Survey 27/11/29  
quadrant 10112 5161

PLAN OF SUBDIVISION OF LOT 599 DP 1221869A  
AND LOT 1 DP 225720

**LG#** LAKE MACQUARIE  
**Locality** BOULARD  
**Resolution Ratio** : As Shown  
months with no rain.

**13017021**

**ප්‍රකාශන අංකය**

DP127Q101



PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

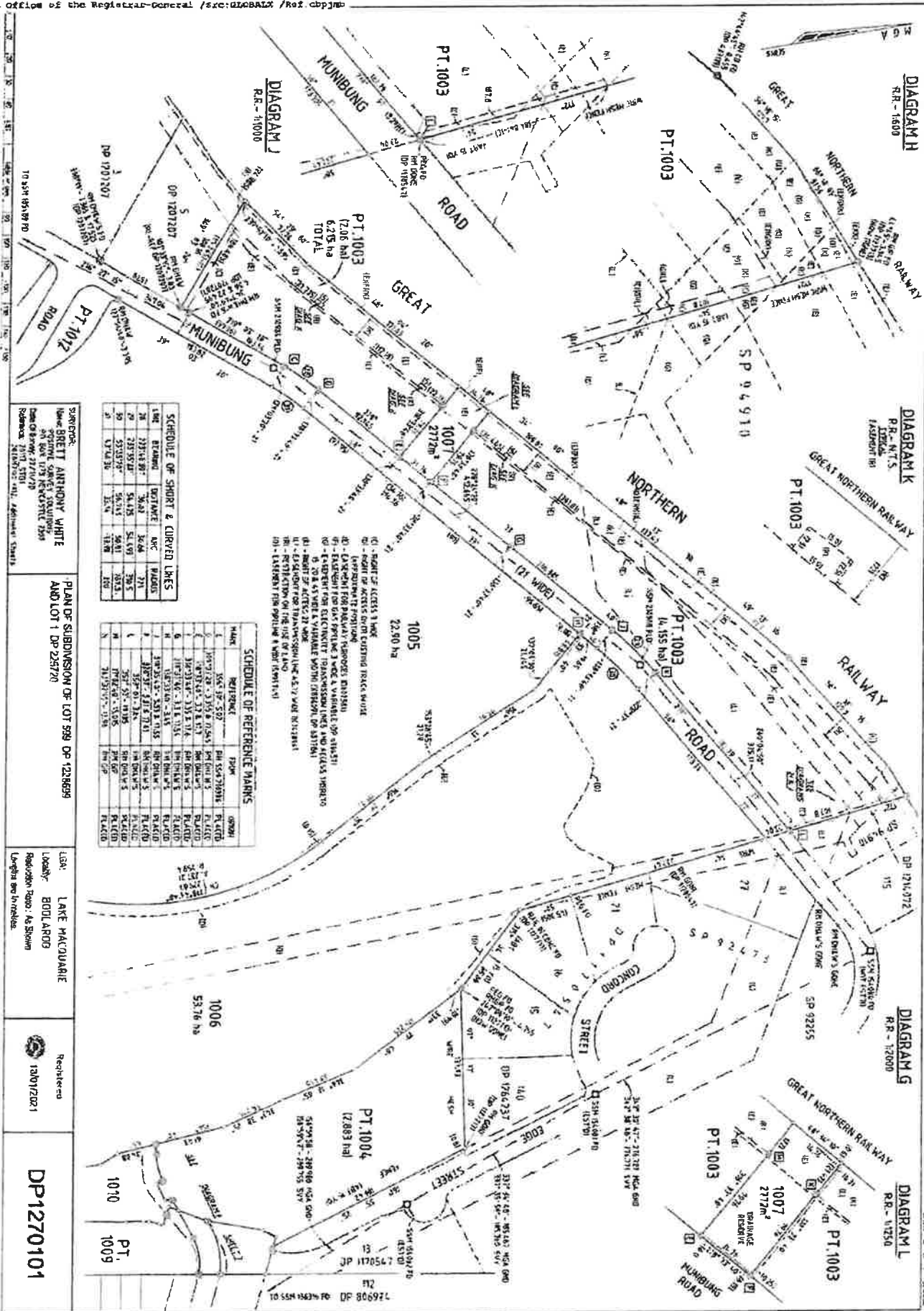
Sheet 5 of 7 Sheets

DIAGRAM H  
R.R. - 1600

DIAGRAM K  
R.R. - N.T.S.  
LORDS  
EASTON RD

DIAGRAM G  
R.R. - 12000

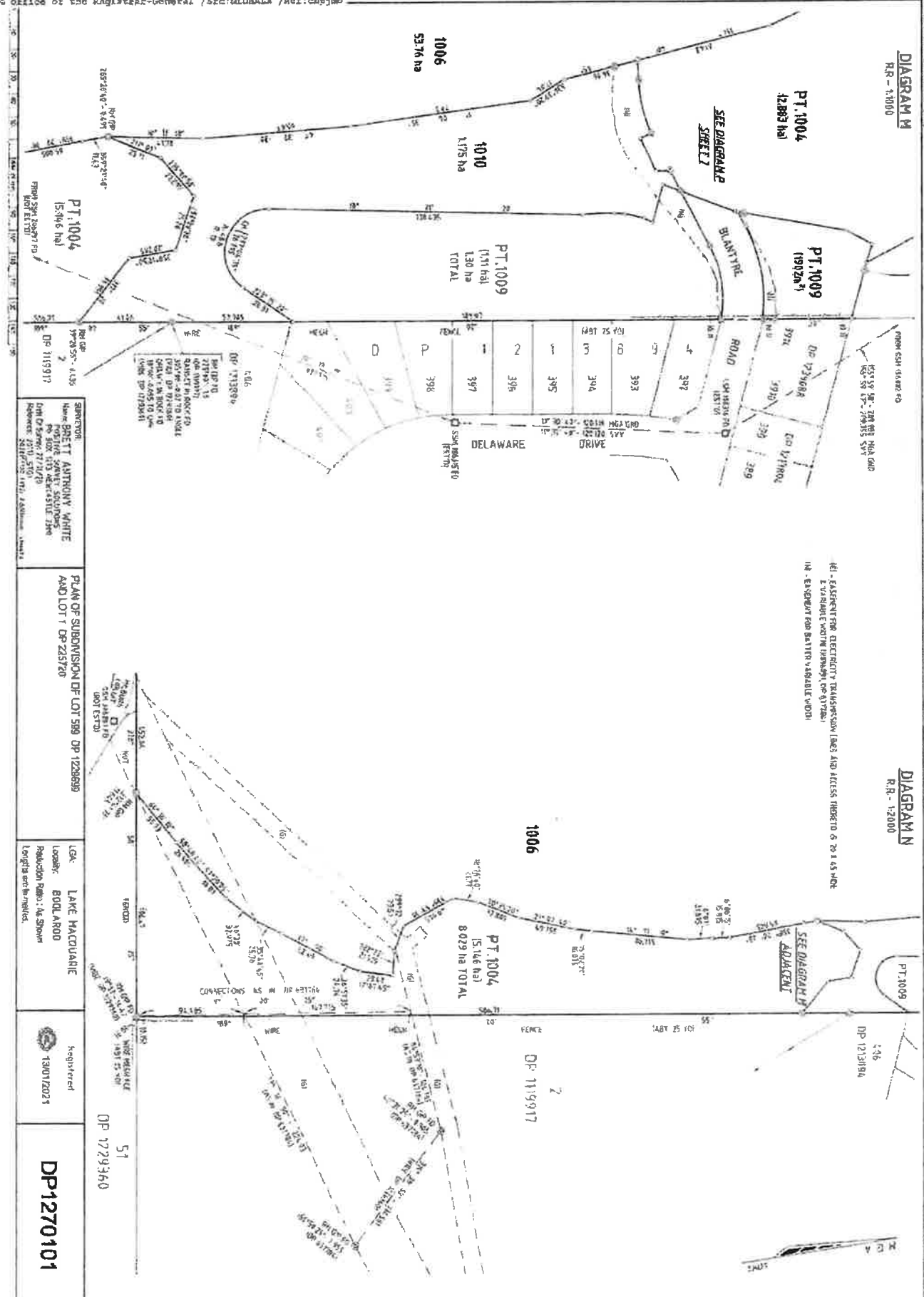
DIAGRAM L  
R.R. - 11250



**DIAGRAM M**  
R.R. - 1:1000

**DIAGRAM N**  
R.R. - 1:2000

Req: 2586530 / Doc: DP 1270101 R / Rev: 13-Jan-2021 / RSN LRM / Dqs: ALL / Prt: 29-Mar-2021 11:06 / Seq: 6 of 10  
 Office of the Registrar-General / Sec: GLOBALS / Ref: chgjob



[illegible]

10	40000	01/20	0.00	0.00
----	-------	-------	------	------



## INTERESTING FACTS ABOUT BATTERED WOMEN

**CONVEYOR**

NAME ONE 11 ARKHURT WHITE  
POSITIVE CANNY CANNON

Date of Survey: 21/11/23

US 12001007 1711 20160327

AND LOT 1 DP 226720

100

LAKE MALIBU AREA

Pauline Hanson, *ABC News*

Loggia 2nd fl. 7th/8th.

## Register


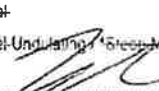
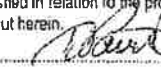
13A01 (2007)

உ.க. - ௩.15.

1005

PLAN FORM 6 (2020)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 3 sheet(s)																					
<p>Registered:  13/01/2021</p> <p>Title System: <b>TORRENS</b></p>		<p>Office Use Only</p> <p><b>DP1270101</b></p>																					
<p>PLAN OF SUBDIVISION OF LOT 599 DP 1228699 AND LOT 1 DP 225720</p>		<p>LGA: LAKE MACQUARIE Locality: BOOLAROO Parish: KAHIBAH County: NORTHUMBERLAND</p>																					
<p>Survey Certificate <b>BRETT ANTHONY WHITE</b> of <b>POSITIVE SURVEY SOLUTIONS</b> PO BOX 1273 NEWCASTLE 2300 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on <u>27/11/20</u>, or</p> <p><del>*(b) The part of the land shown in the plan being "excluding"</del> was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on <u>27/11/20</u>, the part not surveyed was compiled in accordance with that Regulation, or</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line: <u>"A" - "B" (MGA)</u> Type: <u>"Urban"/Rural</u> The terrain is <u>"Level Undulating"/"Stepped Undulating"</u> Signature:  Dated: <u>10/11/20</u> Surveyor Identification No: <u>8215</u> Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p>*Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>		<p>Crown Lands NSW/Western Lands Office Approval ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature: ..... Date: ..... File Number: ..... Office: .....</p> <p>Subdivision Certificate <u>DAVID WILLIAM FAVITT</u> "Authorised Person"/General Manager/Accredited Certifier, certify that the provisions of s.6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature:  Accreditation number: ..... Consent Authority: <u>LAKE MACQUARIE CITY COUNCIL</u> Date of endorsement: <u>27 NOVEMBER 2020</u> Subdivision Certificate number: <u>SC/115/2020</u> File number: <u>DA/834/2020</u></p> <p>*Strike through if inapplicable.</p>																					
<p>Plans used in the preparation of survey/compilation</p> <table border="0"> <tr> <td>DP 3655</td> <td>DP 709461</td> <td>DP 1239088</td> </tr> <tr> <td>DP 225720</td> <td>DP 1119917</td> <td>DP 1260609</td> </tr> <tr> <td>DP 233095</td> <td>DP 1170547</td> <td>DP 1264237</td> </tr> <tr> <td>DP 251322</td> <td>DP 1207207</td> <td></td> </tr> <tr> <td>DP 338766</td> <td>DP 1213894</td> <td></td> </tr> <tr> <td>DP 339507</td> <td>DP 1228699</td> <td></td> </tr> <tr> <td>DP 637784</td> <td>DP 1229360</td> <td></td> </tr> </table>		DP 3655	DP 709461	DP 1239088	DP 225720	DP 1119917	DP 1260609	DP 233095	DP 1170547	DP 1264237	DP 251322	DP 1207207		DP 338766	DP 1213894		DP 339507	DP 1228699		DP 637784	DP 1229360		<p>Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land</p> <p>IT IS INTENDED TO DEDICATE THE EXTENSION OF MUNIBUNG ROAD, THE EXTENSION OF BLANTYRE ROAD, CRESSY ROAD &amp; ROAD WIDENING (2 PARTS) TO THE PUBLIC AS PUBLIC ROAD.</p> <p>IT IS INTENDED TO DEDICATE LOT 1007 TO THE PUBLIC AS DRAINAGE RESERVE.</p>
DP 3655	DP 709461	DP 1239088																					
DP 225720	DP 1119917	DP 1260609																					
DP 233095	DP 1170547	DP 1264237																					
DP 251322	DP 1207207																						
DP 338766	DP 1213894																						
DP 339507	DP 1228699																						
DP 637784	DP 1229360																						
<p>Surveyor's Reference: '20117_STG1' '2020M7100(912) Additional Sheets'</p>		<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>																					

PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 3 sheet(s)

Registered:  13/01/2021 Office Use Only

PLAN OF SUBDIVISION OF  
 LOT 599 DP 1228699 AND  
 LOT 1 DP 225720

DP1270101

Subdivision Certificate number: SC/115/2020  
 Date of Endorsement: 27.11.20

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
  - Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
  - Signatures and seals- see 195D *Conveyancing Act 1919*
  - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

SCHEDULE OF STREET ADDRESSES

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
1001	2B	Main	ROAD	BOOLAROO
1002	2C	Main	ROAD	BOOLAROO
1003	141	Munibung	ROAD	BOOLAROO
1004	10	Edge	STREET	BOOLAROO
1005	140	Munibung	ROAD	BOOLAROO
1006	128	Munibung	ROAD	BOOLAROO
1007	131	Munibung	ROAD	BOOLAROO
1008	160	Munibung	ROAD	BOOLAROO
1009	38	Blantyre	ROAD	BOOLAROO
1010	27	Blantyre	ROAD	BOOLAROO
1011	1	Cressy	ROAD	BOOLAROO
1012	144	Munibung	ROAD	BOOLAROO

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED, IT IS INTENDED TO :

(A) CREATE:




1. RIGHT OF ACCESS 23 WIDE & VARIABLE (A)
2. EASEMENT FOR SERVICES 5.5 WIDE & VARIABLE (B)
3. RIGHT OF ACCESS 3 WIDE (C)
4. RIGHT OF ACCESS OVER A TRACK IN USE (APPROXIMATE POSITION) (D)
5. RIGHT OF ACCESS 22 WIDE (K)
6. EASEMENT FOR DRAINAGE OF WATER OVER EXISTING LINE OF PIPES (APPROXIMATE POSITION) (X)
7. EASEMENT FOR DRAINAGE OF WATER 68 WIDE & VARIABLE (M)
8. EASEMENT FOR SERVICES 2 WIDE (P)
9. EASEMENT FOR BATTER VARIABLE WIDTH (N)
10. POSITIVE COVENANT
11. POSITIVE COVENANT
12. POSITIVE COVENANT
13. RESTRICTION ON THE USE OF LAND (R)
14. EASEMENT FOR DRAINAGE OF WATER 5 WIDE (W)
15. EASEMENT FOR DRAINAGE OF WATER 15 WIDE (Y)
16. RIGHT OF ACCESS VARIABLE WIDTH (H)

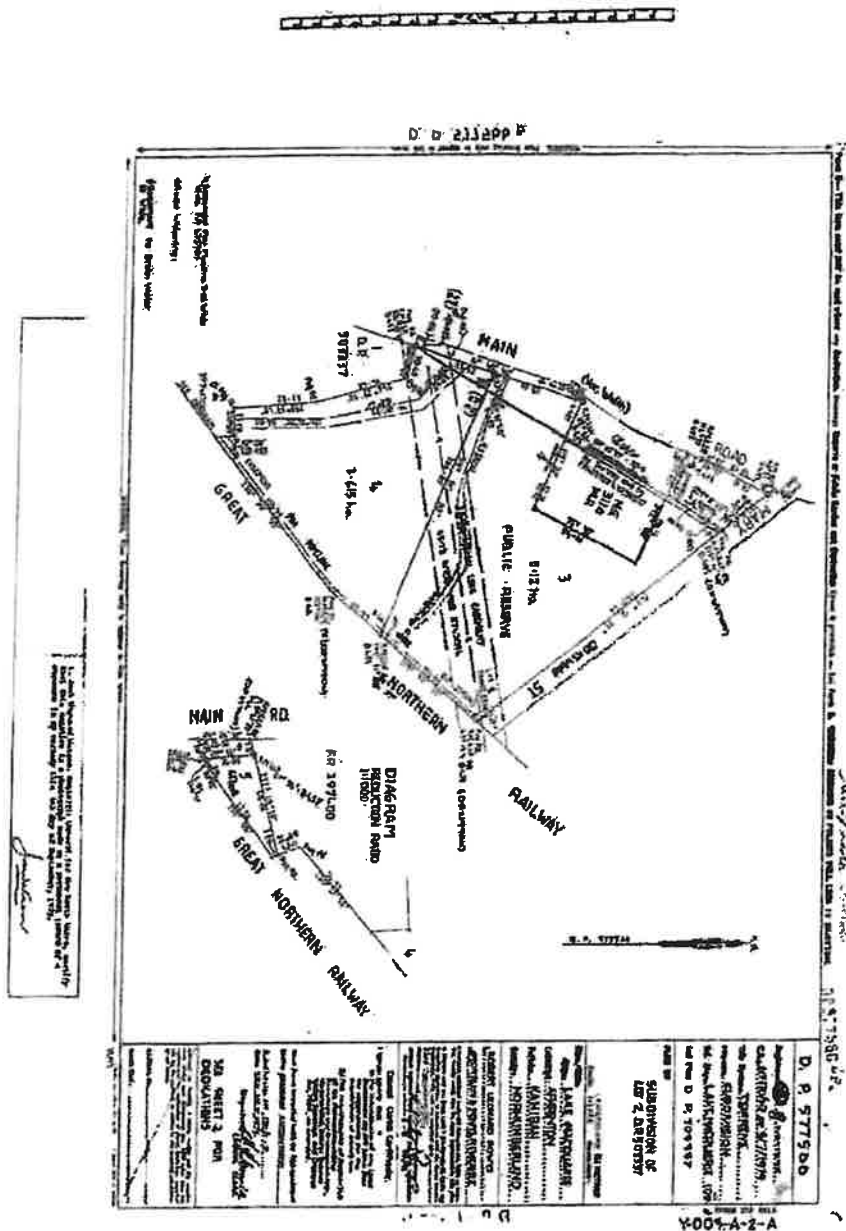
(B) RELEASE:

1. RIGHT OF ACCESS VARIABLE WIDTH (DP 1207207)

If space is insufficient use additional annexure sheet

Surveyor's Reference: '20117\_STG1 2020M7100(912) Additional Sheets'

PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 3 of 3 sheet(s)
Registered:  13/01/2021	Office Use Only	
PLAN OF SUBDIVISION OF LOT 599 DP 1228699 AND LOT 1 DP 225720	Office Use Only	
Subdivision Certificate number: <u>SC/115/2020</u>	<b>DP1270101</b>	
Date of Endorsement: <u>27.11.20</u>		
<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"><li>• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i></li><li>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li><li>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i></li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul>		
<div><p><b>SIGNED</b> for and on behalf of HUNTER AND CENTRAL COAST DEVELOPMENT CORPORATION by VALENTINA MISEVSKA without assuming any personal liability and in the presence of :</p><div><p> Signature of Witness GILLIAN FOULCHER Print Name</p><p> Signature of Valentina Misevska Position: Acting Chief Executive</p></div></div>		
26 Honeysuckle Drive, Newcastle NSW 2300		
Address of Witness		
If space is insufficient use additional annexure sheet		
Surveyor's Reference: 20117_STG1 2020M7 100(912) Additional Sheets		



[illegible]





P 380722

R--  
-copy

DEPARTMENT OF LANDS AND MINING  
LAND INFORMATION SYSTEM  
LAND INFORMATION SYSTEM  
LAND INFORMATION SYSTEM

**DEED**

DEED  
DP577566  
Deed of Conveyance of the  
whole of Lot 4 in the Certificate of Title  
No. 1025/1971.

Deed of Conveyance of the  
whole of Lot 4 in the Certificate of Title  
No. 1025/1971.

Deed of Conveyance of the  
whole of Lot 4 in the Certificate of Title  
No. 1025/1971.

Deed of Conveyance of the  
whole of Lot 4 in the Certificate of Title  
No. 1025/1971.

Deed of Conveyance of the  
whole of Lot 4 in the Certificate of Title  
No. 1025/1971.

Deed of Conveyance of the  
whole of Lot 4 in the Certificate of Title  
No. 1025/1971.

Deed of Conveyance of the  
whole of Lot 4 in the Certificate of Title  
No. 1025/1971.

Deed of Conveyance of the  
whole of Lot 4 in the Certificate of Title  
No. 1025/1971.

Deed of Conveyance of the  
whole of Lot 4 in the Certificate of Title  
No. 1025/1971.

Deed of Conveyance of the  
whole of Lot 4 in the Certificate of Title  
No. 1025/1971.

Deed of Conveyance of the  
whole of Lot 4 in the Certificate of Title  
No. 1025/1971.

Deed of Conveyance of the  
whole of Lot 4 in the Certificate of Title  
No. 1025/1971.

Deed of Conveyance of the  
whole of Lot 4 in the Certificate of Title  
No. 1025/1971.

Deed of Conveyance of the  
whole of Lot 4 in the Certificate of Title  
No. 1025/1971.

Deed of Conveyance of the  
whole of Lot 4 in the Certificate of Title  
No. 1025/1971.

Deed of Conveyance of the  
whole of Lot 4 in the Certificate of Title  
No. 1025/1971.

Deed of Conveyance of the  
whole of Lot 4 in the Certificate of Title  
No. 1025/1971.

Deed of Conveyance of the  
whole of Lot 4 in the Certificate of Title  
No. 1025/1971.

Deed of Conveyance of the  
whole of Lot 4 in the Certificate of Title  
No. 1025/1971.

Deed of Conveyance of the  
whole of Lot 4 in the Certificate of Title  
No. 1025/1971.

Deed of Conveyance of the  
whole of Lot 4 in the Certificate of Title  
No. 1025/1971.

Deed of Conveyance of the  
whole of Lot 4 in the Certificate of Title  
No. 1025/1971.

Deed of Conveyance of the  
whole of Lot 4 in the Certificate of Title  
No. 1025/1971.

DEPARTMENT OF LANDS AND MINING  
LAND INFORMATION SYSTEM  
LAND INFORMATION SYSTEM  
LAND INFORMATION SYSTEM

This negative is a photograph made as a permanent  
record of a document in the custody of the  
Registrar-General. This copy: 19th May, 1986

[illegible]

WILKINSON, WALTER GUY, TEXAS STATE ENGINEER AND DIRECTOR OF THE DIVISION OF HIGHWAY ENGINEERING, 1000 W. 10TH AVE., DALLAS, TEXAS 5, TEXAS. (PAGE 7 OF 2 PAGES)

[illegible]

**Ex. 2. 4. 1**

0730250505

Witness

LOC 1, D.V. 397600 completed in District of Columbia  
Volume 7100, Folio 74.

With Name and Address of  
Willard Price in the United

537 Lakeview, Aspincon, 2204

Ex-1. Name your Address at  
Address of the Person:

LEONARDO L. TROTTING Bank of Australia  
419 Main Street, New Mexico, 2284

1. WITNESSES TO SIGNATURE OF  
RESPONDENT, If any.  
ENTERED ON 17 NOVEMBER 1964  
PLM

Maximum to find value - variable width,

DEPARTMENT OF THE ARMY

Loe 1, D.B. 307400,  
424011 notes for title  
Volume 7108, Folio 76.

RECEIVED BY THE BOARD OF AUDITORS, NOVEMBER 1955.  
 WILLIAMS, J. P. 225280.  
 RECEIVED BY THE BOARD OF AUDITORS, NOVEMBER 1955.

THE MEMBERSHIP LIST OF A.B. REA & CO.,  
INC. LISTED MORE INFORMATION OBTAINED  
BY ORDER OF THE BOARD OF DIRECTORS  
OF THE SAID COMPANY BY THE DIRECTOR  
WHOSE SIGNATURE THE SAID BOARD HAD  
IN THE PAST:



JOHN WILLIAM PINOY, JR.

INSTRUMENT SITTING AND INSTRUMENTS CREATED  
SUBJECT TO DECTION AND CONVEYING ACT,  
MR. LOOSEBERRY 0276250173

**DLVANCE**

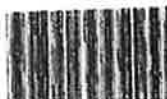
1. Bruce Richard Driver, Under Secretary for Trade and Regional Development for New South Wales, advised that the individual is a photograph made on a permanent record of a specimen in my custody this day.

Stamp Duty



# **TRANSFER GRANTING EASEMENT**

REAL PROPERTY ACT, 1900  
(See Instructions for Completion on back of form)



X351116

TG	A	1	1	/
	\$	49.		

DESCRIPTION  
OF LAND  
Note (a)

TRANSFEROR  
(registered  
proprietor of  
servient tenement)  
Note (b)

Chief Commissioner's Tenement (Land burdened)	Dominant Tenement (Land benefited)
Torrens Title Reference	Torrens Title Reference
Those parts of the land in Certificate of Title Volume 10125 Folio 32 as shown on Deposited Plan 637794 and as more particularly described in the Schedule hereto (hereinafter called the servient tenement) <i>prod. NIP</i>	Easement in gross
A.F.L. PTY LIMITED	

Note (c)

(the abovesigned TRANSFEROR) hereby acknowledges receipt of the consideration of \$ 3,800.00 and TRANSFERS and GRANTS for electricity transmission line, full particulars of which are annexed hereto.

OFFICE USE ONLY

OVER

TRANSFEE  
(registered  
proprietor of  
dominant tenement)  
Note (b)

out of the servient tenement and appurtenant to the dominant tenement to the TRANSFEE

THE SHORTLAND COUNTY COUNCIL, Newcastle Road, Wallsend

PRICE  
ENCUMBRANCES  
Note (d)

subject to the following PRICE ENCUMBRANCES: 1. \_\_\_\_\_  
2. \_\_\_\_\_ 3. \_\_\_\_\_

EXECUTION  
Note (e)

DATE OF TRANSFER *8th December 1987*

We hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900.

Signed in my presence by the transferor who is personally known to me

THE COMMON SEAL OF A.F.L. PTY LIMITED

was hereunto affixed by authority of

Signature of Witness

the Directors in the presence of:

Address and occupation of Witness



*R.J. White, Director*

N.E.J. Lawrence Secretary

General Manager

Note (e)

Signed in my presence by the transferee who is personally known to me

THE COMMON SEAL OF THE SHORTLAND COUNTY

COUNCIL in pursuance of a resolution

passed at a duly constituted meeting of

the said Council was affixed hereto

in the presence of:

Manager/Director/Secretary  
Chairman

TO BE COMPLETED  
BY LODGING PARTY  
Notes (f) and (g)

OFFICE USE ONLY

8372  
A  
RA12A

LODGED BY THOMAS KENYON & SON, 24W STATIONERS, FIRST FLOOR, THE CENTREPOINT, SYDNEY, D.X. 435 PHONE 231 5733 Delivery Box Number 334		LOCATION OF DOCUMENTS CT OTHER Herewith in R.G.O. with Produced by 271 Q	
Extra Fee	Checked by BHS FCS	REGISTERED 3-11-88	CT 271 Q 68-3-88

Registrar General

RP 188

# INSTRUCTIONS FOR COMPLETION

This dealing should be marked by the Commissioner of Stamp Duties before lodgment at the Registrar General's Office.

Typewriting and handwriting should be clear, legible and in permanent black non-copying ink.

Alterations are not to be made by erasure; the words rejected are to be ruled through and initialed by the parties to the dealing.

If the space provided is insufficient, additional sheets of the same size and quality of paper and having the same margins as this form should be used. Each additional sheet must be identified as an addendum and signed by the parties and the attesting witnesses.

Registered mortgages, charges and leases of the relevant tenement should consent to the grant of easements otherwise the mortgage, charge or lease should be noted in the memorandum of prior encumbrances.

Write up all blanks.

The following instructions relate to the side notes on the form.

- (a) Description of land. TORRENS TITLE REFERENCE—Insert the current Folio Identification or Volume and Folio of the Certificate of Title/Crown Grants for both the dominant and servient tenements, e.g., 115/SP/2345 or Vol. 8514 Fol. 126.
  - (b) Show the full name, address and occupation or description.
  - (c) State the nature of the easement (see, e.g., section 181A of the Conveyancing Act, 1919), and accurately describe the site of the easement. The transfer and grant must comply with section 68 of the Conveyancing Act, 1919.
  - (d) In the memorandum of prior encumbrances state only the registered number of any mortgage, lease or charge (except where the consent of the mortgagee, lessor or chargee is furnished), and of any writ recorded in the Register.
  - (e) Execution.
    - GENERALLY (i) Should there be incident later to the execution of this dealing, see an agreement sheet.
    - (ii) The certificate of execution under the Real Property Act, 1900 must be signed by all parties to the transfer, each party to execute the dealing in the presence of at least one other person, not being a party to the dealing, so sworn to in person by a justice.
    - The witness for the transferor may sign the certificate on behalf of the transferor, the witness's name (not that of his firm) to be typewritten or printed adjacent to his signature. Any person (other than a justice) signing is liable to the penalties provided by section 119 of the Real Property Act, 1900.
  - ATTORNEY (i) If the transfer is executed by an attorney for the transferor pursuant to a registered power of attorney, the form of execution must set out the full name of the attorney, and the form of execution must indicate the source of his authority, e.g., "ask by the attorney for mortgage or conveyance, to the same may be any person or persons of standing registered Book No. . . . and I declare that I have no notice of the revocation of the said power of attorney".
  - AUTHORITY (i) If the transfer is executed pursuant to an authority (other than specified in (i)), the form of execution must indicate the necessary judicial or other authority pursuant to which the transfer has been executed.
  - CORPORATION (i) If the transfer is executed by a corporation under seal, the form of execution should include a statement that the seal has been properly affixed, e.g., in accordance with the Articles of Association of the corporation. Each person attending the affixing of the seal must state his position (e.g., director, secretary) in the corporation.
- (f) Insert the name, postal address, Document Exchange reference, telephone number, and delivery box number of the lodging party.
- (g) The lodging party is to complete the LOCATION OF DOCUMENTS panel. Place a tick in the appropriate box to indicate the whereabouts of the Certificate of Title. List, in an abbreviated form, other documents lodged, e.g., stat. dec. for statutory declaration, plan for probate, L/A for letters of administration.

## OFFICE USE ONLY

DIRECTION: PROP		FIRST SCHEDULE DIRECTIONS			
(1) FOLIO IDENTIFIER	(2) M.S. (3) SHARS	(4) (5)	NAME AND DESCRIPTION		
SECOND SCHEDULE & OTHER DIRECTIONS					
(1) FOLIO IDENTIFIER FOR PROP. DEALING & FOLIO IDENTIFIER	(2) DIRECTION	(3) WITH TYPE	(4) DEALING NUMBER	(5) DETAILS	
	ON EA			Easement for electricity transmission line affecting the part of the land within described shown as "proposed easement for electricity transmission line" in DP.637784	

1. The Transferor HEREBY GRANTS full and free right leave liberty and licence for the Transferee its successors and assigns its and their officers servants agents workmen and contractors and all other persons authorised by it or them to act on its or their behalf -
  - a. To erect construct place inspect alter repair renew maintain and use of the servient tenement overhead and/or underground electricity transmission mains wires and cables and the supports therefore (including towers and poles) and other ancillary works for the transmission of electricity (the ownership of all of which works the transferor hereby acknowledges is vested in the transferee); and
  - b. To cause or permit electricity to flow or to be transmitted through and along the said mains wires and cables; and
  - c. With or without vehicles and plant and equipment to enter and be in the servient tenement for the purposes of exercising any right leave, liberty or licence granted hereunder; and
  - d. To cut trim or lop trees branches and other growths or foliage which now or at any time hereafter may overhang encroach or be in or on the servient tenement and which in the opinion of the Transferee may or may be likely to interfere with any right leave liberty or licence granted hereunder.
  - e. To, for the purpose of gaining access to the servient tenement, with or without vehicles, plant and equipment enter be upon traverse and depart from land adjoining the servient tenement owned by the Transferor its successors and assigns.
2. The Transferee for itself its successors and assigns HEREBY COVENANTS with the Transferor its successors and assigns that -
  - a. Before doing any act or thing in the exercise of any right leave liberty or licence hereby granted and during the progress thereof the Transferee shall do everything reasonably necessary to obviate the risk or injury and damage to persons and property being on the servient tenement or any adjoining land the property of the Transferor; and
  - b. It will at all times and at its own expense keep the said mains wires cables supports towers poles and ancillary works in a proper and efficient state of repair; and
  - c. In the exercise of the rights leaves liberties and licences hereby granted the Transferee will do as little damage as possible to the servient tenement and will not impede the full and un interrupted use by the Transferor (so far as is consistent with this grant) of the servient tenement and shall forthwith make good all such damage occasioned thereby and will make just compensation for all damage which is not made good within a reasonable time; and
  - d. It will pay all reasonable survey and legal costs and disbursements arising in connection with the drawing execution stamping and registration hereof.
3. The Transferor itself its successors and assigns HEREBY COVENANTS with the Transferee its successors and assigns that -
  - a. It will not do or knowingly suffer to be done any act or thing which may interfere with injure damage or destroy the said mains wires cables supports towers poles or ancillary works or any of them or obstruct prevent or interfere with the free flow of electricity through or along the said mains wires cables and ancillary works or otherwise prevent or interfere

-2-

with the Transferees exercise of any right leave liberty or licence granted to the Transferee hereunder; and

b. It will not erect or place or permit the erection or placing in or on the servient tenements of any building structure plant or apparatus without the prior permission in writing of the Transferee its successors or assigns PROVIDED that such permission shall not be unreasonably withheld.

AND IT IS HEREBY DECLARED that the said easement is intended to be an easement in gross under Section 88A of the Conveyancing Act, 1919 and that the said easement may be released varied or modified by the Transferee or its successors or assigns.

THE SCHEDULE HEREINBEFORE REFERRED TO

TORRENS TITLE REFERENCE

Volume 10125 Folio 32

PART AFFECTED

(P) - proposed easement for electricity transmission lines and access thereto 20 wide.

(R)(S)(T)(U)(PP)(GG) and (HA) - proposed easement for electricity transmission lines and access thereto variable width.

This is the annexure referred to in the within Transfer Granting Easement made between A.F.L. Pty Limited and The Shortland County Council.

*MR LK*  
*A. B.*

2/5/22



**TRANSFER**  
(registered  
proprietor of  
various trademarks)  
1979 (9)

**Note (d)**

TRANSFERRED  
(registered  
proprietor of  
domains ~~www~~)  
Note: 03

**PRISON ENCOUNTERANCES**  
Note (d)

**EXERCUTION**  
Hôm nay

### Notes and References

290

TO BE COMPLETED  
BY LOGGING PARTY  
Name (f) and (g)

OFFICIAL USE ONLY

W

Servient Tenement (Land burdened)	Dominant Tenement (Land benefiting)
Tenement This Reference	Tenement This Reference
<p>Those parts of the lands in Certificates of Title Vol. 10356 Fol. 245 and Vol. 10125-Fol. 33 as more particularly described in the Schedule hereto (hereinafter called the servient tenement)</p>	<p>Encumbrance in Gross</p> <p>NOW BEING <u>WALD</u> OF LAND COMPRISED IN POLIO <u>2/225720</u></p>
SULPHIDE CORPORATION PTY LIMITED	

(The undersigned TRANSFEROR) hereby acknowledges receipt of the consideration of \$ 5,000.00  
 and TRANSFEREE and GUARANTY an amount for electricity transmission lines, full  
 particulars of which are annexed hereto. "A"

set of the servient tenement and appurtenant to the dominant tenement to the TRANSFERS

THE SHORLAND COUNTY COUNCIL, Newcastle Road, Wallsend.

subject to the following PRIOR ENCUMBRANCES: 4. NEL

DATE OF TRANSFER 15th August 1988  
We hereby certify this dealing to be correct for the purposes of the Land Property Act, 1899.

Signed in my presence by the transferor who is personally known to me

THE COMMON SEAL OF  
SULZBERG CORPORATION, INC. LIMITED  
was hereto affixed in the  
presence of:

Address and occupation of Yr. wife

Signed in my presence by the transferee who is personally known to me

THE COMMON SEAL OF THE SHORTLAND COUNTY

COUNCIL in pursuance of a resolution

passed at a duly constituted meeting

of the said Council was affixed

hereto in the presence of:

LOGGED BY  
THOMAS KEYTON & SON,  
RAIL STATION, 102,  
FIRST FLOOR, THE CENTREPOINT,  
ST. LOUIS,  
D.X. 495      PHONE 231 5733  
Delivery Box Number      304

Extra Fee	Checked	REGISTERED	-19
-----------	---------	------------	-----

EF18

20 JAN 1989  
Barbours (Laser)

manuscript book complete 19/1/1903

Sign. & Fee  
Paid - 2026/151  
4/22/10/03

OS	A	1	d	1	X	Rev 4
TG						R 22/1

Now being whole of land comprised

ADDENDUM 101

OVER

*J. N. Smith*  
Secretary

δικαιος

General Manager/County

**Chairman**

<b>LOCATION OF DOCUMENTS</b>					
<b>CT</b>	<b>OTHER</b>	<b>Henceforth in R.G.O. with</b>	<b>Produced by</b>		
✓				<b>[Signature]</b>	

RP 128

# INSTRUCTIONS FOR COMPLETION

This dealing should be marked by the Controller of Stamp Duties before lodgment at the Registrar-General's Office.

Typewriting and handwriting should be clear, legible and in permanent black non-erasing ink.

Alterations are not to be made by erasing the words rejected are to be ruled through and initialed by the parties to the dealing.

If the space provided is insufficient, additional sheets of the same size and quality of paper and having the same margins as this form should be used. Each additional sheet must be identified as an annexure and signed by the parties and the attending witnesses.

Registered mortgages, charges and leases of the relevant tenement should contain the grant of mortgage; otherwise, the mortgage, charge or lease should be noted in the memorandum of prior encumbrances.

Rule up all blanks.

The following instructions relate to the side notes on the form.

- (a) **Description of land.** **TOWN AND TITHE REFERENCE.** Insert the current Folio Identifiers or Volume and Folio of the Certificate of Title (Crown's Grant) for both the dominant and servient tenements, e.g., 153/5713/45 or Vol. 6314 Fol. 124.
- (b) Show the full name, address and occupation or description.
- (c) State the nature of the instrument, e.g., Section 161A of the Conveyancing Act, 1919, and accurately describe the site of the instrument. The transfer and grant must comply with section 88 of the Conveyancing Act, 1919.
- (d) In the memorandum of prior encumbrances state only the registered number of any mortgage, lease or charge (except where the content of the mortgage, lease or charge is furnished, and of any writ recorded in the Register).
- (e) **Execution.**
  - (i) **Generally.** (1) Should state below the line space for the signature of the parties to the dealing, viz. an instrument, then, (2) The certificate of execution under the Real Property Act, 1900 must be signed by all parties to the transfer, each party to execute the dealing in the presence of an adult witness, and (3) A party to the dealing to whom no is personally known.
  - (ii) **Attorney.** If the transfer is executed by a solicitor for the client in person, a registered power of attorney, the form of execution must set out the full name of the attorney, and the name of the client, and must include the name of the solicitor, and (4) If the attorney is a firm, the name of the firm must be stated, and (5) If the attorney is a firm, the name of the firm must be stated, and (6) If the attorney is a firm, the name of the firm must be stated.
  - (iii) **Authority.** If the transfer is executed by a solicitor for the client in person, a registered power of attorney, the form of execution must set out the full name of the attorney, and the name of the client, and must include the name of the solicitor, and (4) If the attorney is a firm, the name of the firm must be stated, and (5) If the attorney is a firm, the name of the firm must be stated, and (6) If the attorney is a firm, the name of the firm must be stated.
  - (iv) **Corporation.** If the transfer is executed by a corporation, the form of execution must include a statement that the act has been properly authorized, e.g., in accordance with the Articles of Association of the corporation. Each party executing the dealing, viz. the act has been properly authorized, e.g., in accordance with the Articles of Association of the corporation.
- (f) Insert the name, postal address, telephone number, and delivery box number of the lodging party.
- (g) The lodging party is to complete the LOCATION OF DOCUMENTS panel. Place a tick in the appropriate box to indicate the whereabouts of the Certificate of Title. Use, in an abbreviated form, other documents lodged, e.g., stat. dec. for statutory declaration, prob. for probate, L/A for letters of administration.

## OFFICE USE ONLY

FIRST SCHEDULE COLLECTION				
COLLECTION PROP No. of NAMES	FOLIO IDENTIFIER	(1) (2) (3) (4) (5)	NAME AND DESCRIPTION	
SECOND SCHEDULE & OTHER DIRECTIONS				
FOLIO IDENTIFIER No. of NAMES	DISPOSITION	CU Crown Title	REMARKS	DETAILS
10556-245	OWN	EA		EASEMENT FOR ELECTRICITY TRANSMISSION LINES AFFECTING THE PARTS OF THE LAND ABOVE DESCRIBED DESIGNATED (J) AND (K) IN DP 637764
2/225720	OWN	EA		EASEMENT FOR ELECTRICITY TRANSMISSION LINES AFFECTING THE PARTS OF THE LAND ABOVE DESCRIBED DESIGNATED (M), (N), (O), (P), (Q), (R), (S), (T), (U), (V), (W), (X), (Y), (Z), (AA), (BB), (CC), (DD), (EE) AND (FF) IN DP 637764 AND AS (A) AND (B) EXCLUDING (C) IN THE PLAN WITH X996091
2/225720		EA		
10556-245		EA		
	EA		28A	

THIS IS THE ANNEXURE REFERRED TO IN TRANSFER GRANTING EASEMENT MADE BETWEEN  
THE SULPHIDE CORPORATION PTY LIMITED AND THE SHORTLAND COUNTY COUNCIL IN RESPECT OF  
CERTIFICATE OF TITLE VOLUME 10555 FOLIO 245 AND VOLUME 10125 FOLIO 33.

1. The transferor HERESBY GRANTS full and free right leave liberty and licence for the transferee its successors and assigns its and their officers servants agents workmen and contractors and all other persons authorized by it or them to act on its or their behalf -
  - a. To erect construct place inspect alter repair renew maintain and use of the servient tenement overhead and/or underground electricity transmission main wires and cables and the supports therefor (including towers and poles) and other ancillary works for the transmission of electricity (the ownership of all of which works the transferor hereby acknowledges is vested in the transferee); and
  - b. To cause or permit electricity to flow or to be transmitted through and along the said main wires and cables; and
  - c. With or without vehicles and plant and equipment to enter and be in the servient tenement for the purposes of exercising any right leave, liberty or licence granted hereunder; and
  - d. To cut trim or lop trees branches and other growths or foliage which now or at any time hereafter may overhang encroach or be in or on the servient tenement and which in the opinion of the transferee may or may be likely to interfere with any right leave liberty or licence granted hereunder.
  - e. To, for the purpose of gaining access to the servient tenement, with or without vehicles, plant and equipment enter upon traverse and depart from land adjoining the servient tenement owned by the transferor its successors and assigns.
2. The transferee for itself its successors and assigns HERESBY COVENANTS with the transferor its successors and assigns that -
  - a. Before doing any act or thing in the exercise of any right leave liberty or licence hereby granted and during the progress thereof the transferee shall do everything reasonably necessary to obviate the risk or injury and damage to persons and property being on the servient tenement or any adjoining land the property of the transferor; and
  - b. It will at all times and at its own expense keep the said main wires cables supports towers poles and ancillary works in a proper and efficient state of repair; and
  - c. In the exercise of the rights leaves liberties and licences hereby granted the transferee will do as little damage as possible to the servient tenement and will not impede the full and un interrupted use by the transferor (so far as is consistent with this grant) of the servient tenement and shall forthwith make good all such damage occasioned thereby and will make just compensation for all damage which is not made good within a reasonable time; and
  - d. It will pay all reasonable survey and legal costs and disbursements arising in connection with the drawing execution stamping and registration hereof.
3. The transferor itself its successors and assigns HERESBY COVENANTS with the transferee its successors and assigns that -
  - a. It will not do or knowingly suffer to be done any act or thing which may interfere with injure damage or destroy the said main wires cables supports towers poles or ancillary works or any of them or obstruct prevent or interfere with the free flow of electricity through or along the said main wires cables and ancillary works or otherwise prevent or interfere with the transferee exercise of any right leave liberty or licence granted to the transferee hereunder; and

*HER*

B

-2-

- b. It will not erect or place or permit the erection or placing in or on the servient tenements of any building structure plant or apparatus without the prior permission in writing of the Transferee its successors or assigns PROVIDED that such permission shall not be unreasonably withheld.

AND IT IS HEREBY DECLARED that the said easement is intended to be an easement in gross under Section 88A of the Conveyancing Act, 1919 and that the said easement may be released varied or modified by the Transferee or its successors or assigns.

THE SCHEDULE HEREINBEFORE REFERRED TO

TORRENS TITLE REFERENCE

Volume 10556 Folio 245 and  
Volume 10125 Folio 33.

PART AFFECTED

Those parts shown in D.P. 637784 as (M) (N) (O) (Q) (V) (W) (X) (Y) (Z) (AA) (BB) (CC) (EE) (II) (JV) (KK) together with those parts shown as (A) on plan annexed hereto and marked "A" and part of (B) (being the remainder after exclusion of (C)) on plan annexed hereto and marked "A".

This is the annexure referred to in the within Transfer Granting Easement made between Sulphide Corporation Pty Limited and The Shortland County Council.

*John Shell*  
*J. Shell*

*Mr. [unclear]*

THIS IS THE ANNEXURE MARKED "A" REFERRED TO IN TRANSFER GRANTING AGREEMENT MADE BETWEEN  
'SULPHIDE CORPORATION PTY LIMITED AND THE SHORTLAND COUNTY COUNCIL IN RESPECT OF  
CERTIFICATES OF TITLE VOLUME 10550 FOLIO 243 AND VOLUME 10125 FOLIO 33.

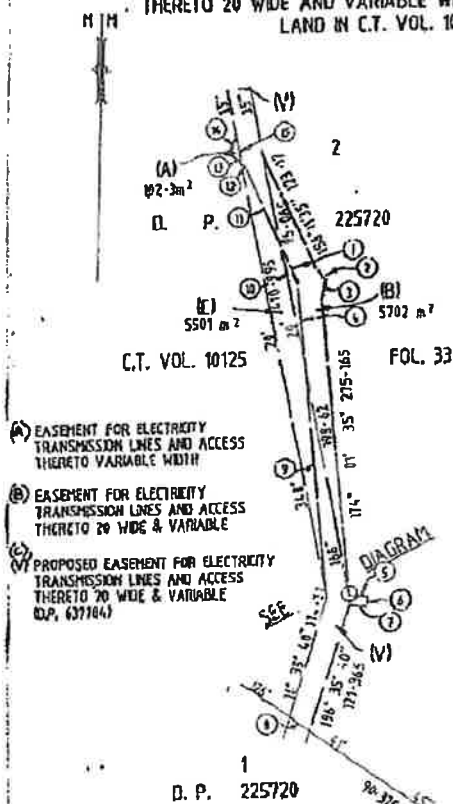
X896091

PARISH OF KAHBAH  
COUNTY OF NORTHUMBERLAND

CITY OF LAKE MACQUARIE  
LOCALITY - BOOLAROO

## PLAN

SHOWING EASEMENT FOR ELECTRICITY TRANSMISSION LINES AND ACCESS  
THERE TO 20' WIDE AND VARIABLE WITHIN LOT 2 D.P. 225720 BEING THE  
LAND IN C.T. VOL. 10125 FOL. 33



SHORT LINES		
N°	BEARING	DISTANCE
1	130° 17' 35"	62.025
2	088° 48' 20"	16.32
3	109° 24' 50"	6.51
4	355° 01' 35"	39.32
5	97° 18'	14.26
6	103° 28'	0
7	172° 03'	16.26
8	120° 41' 45"	21.295
9	153° 05' 05"	109.745
10	145° 20' 05"	10.055
11	336° 17' 35"	60.045
12	209° 31' 02"	5.025
13	109° 32' 05"	12.655
14	5° 59' 40"	17.73
15	344° 20' 15"	25.76

(V)

Diagram (V) shows a traverse with the following bearings and distances:

- North  $70^{\circ} 35'$  East, 145
- North  $88^{\circ} 42'$  East, 288.42
- North  $71^{\circ} 01' 35''$  East, 215.465
- South  $28^{\circ} 16' 52''$  East, 92

DIAGRAM

LODGE WITH DEALING  
30 SEP

S.C.C. REFERENCE A2-13076R

10	20	30	40	50	60	70	80	90	100mm	FOR MICROFILMING PURPOSES ONLY.	NUMBER OF MICROFILM COPIES	4
E-1: 0000		THE SHOTLAND COUNTY COUNCIL								CHIEF ENGINEER		
21/10/85		BOULARD TO EDGEWORTH-SULPHIDE EASEMENT 33KV T/L DEVIATION (REG. PURPOSES ONLY.)								A4-15290		
AN HM												
ED HM												
KED: BPG												
SUPT.												

C. R. HUTCHINSON & CO. REF: A57117



NAME	MAJOR CONNECTIONS		LAST VISIT	REFERENCE	STATUS
	DEGREE	REFERENCE			
PA 2225	MAJORITY	MAJORITY			OK
PA 2226	MAJORITY	MAJORITY			OK
PA 2227	MAJORITY	MAJORITY			OK
PA 2228	MAJORITY	MAJORITY			OK
PA 2229	MAJORITY	MAJORITY			OK
PA 2230	MAJORITY	MAJORITY			OK
PA 2231	MAJORITY	MAJORITY			OK
PA 2232	MAJORITY	MAJORITY			OK
PA 2233	MAJORITY	MAJORITY			OK
PA 2234	MAJORITY	MAJORITY			OK
PA 2235	MAJORITY	MAJORITY			OK
PA 2236	MAJORITY	MAJORITY			OK
PA 2237	MAJORITY	MAJORITY			OK
PA 2238	MAJORITY	MAJORITY			OK
PA 2239	MAJORITY	MAJORITY			OK
PA 2240	MAJORITY	MAJORITY			OK
PA 2241	MAJORITY	MAJORITY			OK
PA 2242	MAJORITY	MAJORITY			OK
PA 2243	MAJORITY	MAJORITY			OK
PA 2244	MAJORITY	MAJORITY			OK
PA 2245	MAJORITY	MAJORITY			OK
PA 2246	MAJORITY	MAJORITY			OK
PA 2247	MAJORITY	MAJORITY			OK
PA 2248	MAJORITY	MAJORITY			OK
PA 2249	MAJORITY	MAJORITY			OK
PA 2250	MAJORITY	MAJORITY			OK
PA 2251	MAJORITY	MAJORITY			OK
PA 2252	MAJORITY	MAJORITY			OK
PA 2253	MAJORITY	MAJORITY			OK
PA 2254	MAJORITY	MAJORITY			OK
PA 2255	MAJORITY	MAJORITY			OK
PA 2256	MAJORITY	MAJORITY			OK
PA 2257	MAJORITY	MAJORITY			OK
PA 2258	MAJORITY	MAJORITY			OK
PA 2259	MAJORITY	MAJORITY			OK
PA 2260	MAJORITY	MAJORITY			OK
PA 2261	MAJORITY	MAJORITY			OK
PA 2262	MAJORITY	MAJORITY			OK
PA 2263	MAJORITY	MAJORITY			OK
PA 2264	MAJORITY	MAJORITY			OK
PA 2265	MAJORITY	MAJORITY			OK
PA 2266	MAJORITY	MAJORITY			OK
PA 2267	MAJORITY	MAJORITY			OK
PA 2268	MAJORITY	MAJORITY			OK
PA 2269	MAJORITY	MAJORITY			OK
PA 2270	MAJORITY	MAJORITY			OK
PA 2271	MAJORITY	MAJORITY			OK
PA 2272	MAJORITY	MAJORITY			OK
PA 2273	MAJORITY	MAJORITY			OK
PA 2274	MAJORITY	MAJORITY			OK
PA 2275	MAJORITY	MAJORITY			OK
PA 2276	MAJORITY	MAJORITY			OK
PA 2277	MAJORITY	MAJORITY			OK
PA 2278	MAJORITY	MAJORITY			OK
PA 2279	MAJORITY	MAJORITY			OK
PA 2280	MAJORITY	MAJORITY			OK
PA 2281	MAJORITY	MAJORITY			OK
PA 2282	MAJORITY	MAJORITY			OK
PA 2283	MAJORITY	MAJORITY			OK
PA 2284	MAJORITY	MAJORITY			OK
PA 2285	MAJORITY	MAJORITY			OK
PA 2286	MAJORITY	MAJORITY			OK
PA 2287	MAJORITY	MAJORITY			OK
PA 2288	MAJORITY	MAJORITY			OK
PA 2289	MAJORITY	MAJORITY			OK
PA 2290	MAJORITY	MAJORITY			OK
PA 2291	MAJORITY	MAJORITY			OK
PA 2292	MAJORITY	MAJORITY			OK
PA 2293	MAJORITY	MAJORITY			OK
PA 2294	MAJORITY	MAJORITY			OK
PA 2295	MAJORITY	MAJORITY			OK
PA 2296	MAJORITY	MAJORITY			OK
PA 2297	MAJORITY	MAJORITY			OK
PA 2298	MAJORITY	MAJORITY			OK

**DIAGRAM "A"**  
**SCALE - 1:2000**

[illegible]

**FUND# SUBDIVISION OF LOT 201, DE 805814**

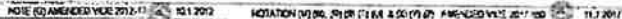
1000 Washington  
Lafayette Square  
Washington DC - 20001/20004  
1-800-877-7622

**August 2011**

DP4127713 P ⑤












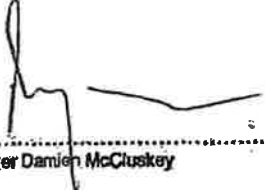




WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 2 sheet(s)	
<p>SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.</p> <p>Pursuant to Section 88B of the Conveyancing Act 1919 as amended it is intended to create:-</p> <p>1. Restriction on the use of land.</p> <p>Use PLAN FORM 8A for additional certificates, signatures, seals and statements</p> <p>Crown Lands NSW/Western Lands Office Approval</p> <p>.....in approving this plan certify            (Authorised Officer)            that all necessary approvals in regard to the allocation of the land shown herein have been given</p> <p>Signature:.....            Date:.....            File Number:.....            Office:.....</p> <p>Subdivision Certificate</p> <p>I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:</p> <p>the proposed..... set out herein            (insert 'subdivision' or 'new road')</p> <p>.....            * Authorised Person/General Manager/Accredited Certifier</p> <p>Consent Authority: LAKE MACQUARIE CITY COUNCIL            Date of Endorsement: 4 JUNE 2009            Accreditation no:.....            Subdivision Certificate no: 30/6/2009            File no: DA/2005/2005/10</p> <p>* Delete whichever is inapplicable.</p>	 <p>DP1127713 S</p>	* OFFICE USE ONLY	
	<p>Registered:  6.9.2010</p> <p>Title System: TORRENS</p> <p>Purpose: SUBDIVISION</p> <p>PLAN OF SUBDIVISION OF LOT 201 DP 805914</p>		
	<p>LGA: Lake Macquarie</p> <p>Locality: Cardiff</p> <p>Parish: Kahibah</p> <p>County: Northumberland</p>		
	<p>Surveying Regulation, 2006</p> <p>I, Robert John Monteath of Monteath &amp; Powys Pty Ltd a surveyor registered under the Surveying Act, 2002, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying Regulation, 2006 and was completed on 15 June 2008.</p> <p>The survey relates to Lot 1.            (specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)</p> <p>Signature:  Dated: 27th July 2008            Surveyor registered under the Surveying Act, 2002</p> <p>Datum Line: 'X' - 'Y'            Type: Urban/Rural</p>		<p>Plans used in the preparation of survey/compilation</p> <p>DP 225720            DP 251322            DP 582650            DP 805914</p> <p>(If insufficient space use Plan Form 6A annexure sheet)</p>

SURVEYOR'S REFERENCE: 040260P-2003M110076S Partial Survey

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 2 of 2 sheet(s)
PLAN OF SUBDIVISION OF LOT 201 DP 805914	DP1127713	
Registered:  6.9.2010		* OFFICE USE ONLY
Subdivision Certificate No: <u>SC/61/2009</u> Date of Endorsement: <u>4 NOVEMBER 2009</u>		
<p>SIGNED SEALED and DELIVERED by Pasminco Cockle Creek Smelter Pty Ltd (subject to Deed of Company Arrangement) (ABN 30 000 083 870) by Peter Damien McCluskey in his capacity as Deed Administrator in the presence of</p> <p> ..... Signature of witness</p> <p><u>SEN. TAYLOR</u> ..... Name of witness (please print)</p> <p> ..... Peter Damien McCluskey</p>		
SURVEYOR'S REFERENCE: 04026DP8 SMT2.doc		

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



**DP1127713 B**

(Sheet 1 of 3 sheets)  
 Plan of Subdivision of Lot 201 DP805914  
 Subdivision Certificate: SC/61/2009

Pasminco Cockle Creek Smelter Pty Limited  
 (Subject to Deed of Company Arrangement)  
 (ABN 30 000 083 670)  
 Main Road, Boolaroo NSW 2284

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Restriction on the use of land	1 and 2	Lake Macquarie City Council

**Part 2 (Terms)**

**Terms of easement, profit à prendre, restriction, or positive covenant numbered 1 in the plan**

Within twelve (12) months of the later to occur of:

- (a) dedication as a public road of proposed Lot 392 in a proposed plan of subdivision approved by Lake Macquarie City Council (Council) pursuant to Development Consent No 3561/2003; and
- (b) dedication as a public road of the proposed extension of Munibung Road from the eastern boundary of Lot 1 to the western boundary of Lot 1 pursuant to Condition 8 of Development Consent DA203/2005/A as modified pursuant to a modification approval granted by the Council on 28 April 2009

a public road must be constructed and dedicated which public road must be

- (i) from the extension of Munibung Road required pursuant to Condition 8 of Development Consent DA203/2005/A as modified pursuant to a modification approval granted by the Council on 28 April 2009; and
- (ii) to the intersection of the western extension of the public road to be created by the dedication of proposed Lot 392 in a proposed plan of subdivision approved by Lake Macquarie City Council (Council) pursuant to Development Consent No 3561/2003, with the eastern boundary of proposed Lot 2.

Plan: **DP1127713**

(Sheet 2 of 3 sheets)  
Plan of Subdivision of Lot 201 DP805914  
Subdivision Certificate: SC/61/2009

**Name of person empowered to release, vary or modify restriction or positive covenant  
numbered 1 in the plan:**

The above restriction may be released, varied or modified with the consent of the Council.

**DP1127713**

**Plan:**

(Sheet 3 of 3 sheets)  
Plan of Subdivision of Lot 201 DP805914  
Subdivision Certificate: SC/61/2009

**SIGNED SEALED and DELIVERED** for  
Pasminco Cockle Creek Smelter Pty Limited  
(subject to Deed of Company Arrangement)  
(ABN 30 000 083 670) by Peter Damlen  
McCluskey in his capacity as Deed  
Administrator in the presence of

Signature of witness

*BEN TAYLOR*

Name of witness (print)

← *Peter Damlen McCluskey* ←

Lake Macquarie City Council

Approved 88B Instrument for

**SUBDIVISION CERTIFICATE**

DC *203, 2005/B*

Authorised Person: *[Signature]*

Date: *4, 11, 2009*

REGISTERED



6.9.2010

Form: 01TG  
Release: 3-0

**TRANSFER  
GRANTING EASEMENT**

New South Wales

Real Property Act 1900

**AI395675F**

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RPA) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 88B RPA requires that the Register is made available to any person for search upon payment of a fee, if any.

**(A) TORRENS TITLE**

Servient Tenement

2/1127713 & 1/523781

*Extra fee paid.*

Dominant Tenement

An easement in gross pursuant to  
888A of the Conveyancing Act 1919

**(B) LODGED BY**

Document  
Collection

Name, Address or DX, Telephone, and Customer Account Number if any

CODE

PD4E

LPN: 123820V

Legalix Pty Ltd

Level 3, 175 Castlereagh Street

SYDNEY 2000

Ph: (02) 9230 6900

Reference: SP-PVC-112990 EPCSS 821735

**TG**

**RELODGED**

**(C) TRANSFEROR**

PASMINCO COCKLE CREEK SMELTER PTY LIMITED (SUBJECT TO DEED OF COMPANY  
ARRANGEMENT) ABN 30 000 883 870

**TIME:** 9:30

The transferor acknowledges receipt of the consideration of \$ 1.00  
and transfers and grants—

**(E) DESCRIPTION  
OF EASEMENT**

AN EASEMENT FOR ELECTRICITY AND OTHER PURPOSES MORE PARTICULARLY DESCRIBED  
IN ANNEXURE "A"

out of the servient tenement and appurtenant to the dominant tenement.

**(F)**

Encumbrances (if applicable):

**(G) TRANSFEREE**

AUSGRID

ABN 67 505 337 385

- 7 APR 2014

**DATE** 11 FEBRUARY 2014

**TIME:** 9:50

**(H)** I certify that I am an eligible witness and that an authorised  
officer of the transferor signed this dealing in my presence.  
[See note\* below].

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

Signature of witness:

*[Signature]*

Signature of authorised officer:

*[Signature]*

Name of witness:

MARK TIPPET

Address of witness:

43/600 BOWRING ST. MELBOURNE VIC 3000

Authorised officer's name:

PETER MCCLUSKEY

Authority of officer:

DEED ADMINISTRATOR

Signing on behalf of:

Pasminco Cockle Creek

I certify that I am an eligible witness and that the transferee's  
attorney signed this dealing in my presence.  
[See note\* below].

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

Signature of witness:

*[Signature]*

Signature of attorney:

*[Signature]*

Name of witness:

KATHRYN ANN RAYNER

Address of witness:

570 George Street  
SYDNEY NSW 2000

Attorney's name:

Signing on behalf of:

TREVOR MARK ARMSTRONG

Power of attorney-Book:


AUSGRID

-No.:


4641

639

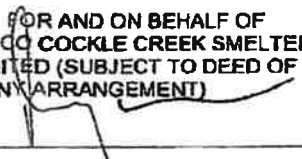
**THIS IS ANNEXURE "A" REFERRED TO IN THE TRANSFER GRANTING  
EASEMENT BETWEEN PASMINCO COCKLE CREEK SMELTER PTY  
LIMITED (SUBJECT TO DEED OF COMPANY ARRANGEMENT) AS  
TRANSFEROR AND AUSGRID AS TRANSFEREE  
DATED: 11 FEBRUARY 2014**

for  
  
Anay  
Zarkir

An EASEMENT FOR ELECTRICITY AND OTHER PURPOSES affecting that  
part of the servient tenement shown as "PROPOSED EASEMENT FOR AS DESIGNATED E1  
ELECTRICITY AND OTHER PURPOSES 9.905 WIDE AND VARIABLE  
WIDTH" and "PROPOSED EASEMENT FOR ELECTRICITY AND OTHER  
PURPOSES 15.095 WIDE AND VARIABLE WIDTH" on Deposited ~~AS DESIGNATED E2~~ E2.  
Plan 1187675 on the terms and conditions set out in memorandum registered  
number AG823691. In this easement, "easement for electricity and other  
purposes" is taken to have the same meaning as "easement for electricity  
works" in the memorandum.



SIGNED FOR AND ON BEHALF OF  
PASMINCO COCKLE CREEK SMELTER  
PTY LIMITED (SUBJECT TO DEED OF  
COMPANY ARRANGEMENT)

  
PETER MCCLUSKEY (DEED ADMINISTRATOR)

2377890 1 - 112890 - Annexure A to TGE (GMF)

Page 2 of 2

SIGNED FOR AND ON BEHALF OF  
AUSGRID

  
TREVOR MARK ARMSTRONG

  
KATHRYN ANN RAYNER

C455507



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

(Sheet 1 of 13 Sheets)

Plan: **DP1270101**

of Subdivision Lot 599 DP1228699 and  
 Lot 1 DP225720

Subdivision Certificate No SC/115/2020  
 Dated 27.11.20

Full name and address of  
 proprietors of the land.

HUNTER AND CENTRAL COAST DEVELOPMENT  
 CORPORATION  
 A.B.N 94 688 782 063  
 LEVEL 5, 26 HONEYSUCKLE DRIVE  
 NEWCASTLE NSW 2300

**PART 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, restriction or positive covenant to be created and referred to in the plan	Burdened Lot(s)	Benefited Lot(s), road(s) or Prescribed Authorities
1	Right of Access 23 Wide and Variable	Lot 1006	Lot 1008; Lot 1011
2	Easement for Services 5.5 Wide and Variable	Lot 1001 Lot 1006	Lot 1008, Lot 1011 Lot 1008; Lot 1011
3	Right of Access 3 Wide	Lot 1003	Lot 1005
4	Right of Access over A Track in Use (Approximate position)	Lot 1006	Lot 1005
5	Right of Access 22 Wide	Lot 1003	Lot 1005
6	Easement for Drainage of Water over Existing Line of Pipes (Approximate Position)	Lot 1002 Lot 1006	Lot 1006, Lot 1008 Lot 1008
7	Easement for Drainage of Water 68 Wide and Variable	Lot 1006	Lot 1008
8	Easement for Services 2 Wide	Lot 1001 Lot 1006	Lot 1008, Lot 1011 Lot 1008; Lot 1011
9	Easement for Batter Variable Width	Lot 1010 Lot 1009	Lake Macquarie City Council
10	Positive Covenant	Lot 1006	Lake Macquarie City Council
11	Positive Covenant	Lots 1003, 1006, 1008	Lake Macquarie City Council
12	Positive Covenant	Lot 1004	Lake Macquarie City Council
13	Restriction on the use of land	Part Lot 1003	Lot 1005

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

(Sheet 2 of 13 Sheets)

Plan: **DP1270101**

of Subdivision Lot 599 DP1228699 and  
 Lot 1 DP225720

Subdivision Certificate No SC/115/2020  
 Dated 27.11.20

14	Easement for Drainage of Water 5 Wide	Lot 1012	1011, Lake Macquarie City Council
15	Easement for Drainage of Water 15 Wide	Lot 1005	1011, 1012, Lake Macquarie City Council
16	Right of Access Variable Width	Lot 1001	Lot 1008, Lot 1011

**PART 1A (Release)**

Number of item shown in the intention panel on the plan	Identity of easement, restriction or positive covenant to be created and referred to in the plan	Burdened Lot(s)	Benefited Lot(s), road(s) or Prescribed Authorities
1	Right of Access Variable Width (VIDE DP1207207)	Lot 599 DP1228699	Lake Macquarie City Council

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

Plan: **DP1270101**

(Sheet 3 of 13 Sheets)

of Subdivision Lot 599 DP1228699 and  
Lot 1 DP225720

Subdivision Certificate No SC/115/2020  
Dated 27.11.20

## **PART 2 (TERMS)**

- 1 Terms of Right of Access 23 Wide and Variable Numbered 1 on the Plan.**
- 1.1 The owner of the lot benefited and all persons authorised by them may:**
  - (a) by any reasonable means pass across the lot burdened, but only within the site of this easement to get to and from the lot benefited, and
  - (b) do anything reasonably necessary for that purpose, including:
    - entering the lot burdened, and
    - taking anything on to the lot burdened, and
    - carrying out work within the site of this easement, such as constructing, placing, repairing or maintaining trafficable surfaces, driveways or structures.
- 1.2 In exercising those powers, the owner of the lot benefited and all persons authorised by them, must:**
  - (a) ensure all work is done properly, and
  - (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
  - (c) cause as little damage as is practicable to the lot burdened and any improvement on it, and
  - (d) restore the lot burdened as nearly as is practicable to its former condition, and
  - (e) make good any collateral damage.
- 1.3 For the purposes of this right of access, the persons authorised by the owner of the lot benefited include (without limit) employees, contractors, assignees, licensees, a related body corporate (as defined in the *Corporations Act 2001*) and successors in title of the owner of the lot benefited.**
- 1.4 The owner of the lot benefited must release this easement, without compensation, when the site of this easement is ready to be dedicated as a road and must promptly sign a release and any other documents necessary for the release of this easement in registrable form.**
- 1.5 The owner of lot 1006 must take all steps necessary to dedicate as road the site cost and risk, when the site of this easement is ready to be dedicated as road. of this easement, at its sole cost.**
- 1.6 This right of access ceases to have effect when a public road reserve is created over the same site as this easement.**

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

(Sheet 4 of 13 Sheets)

Plan: **DP1270101**

of Subdivision Lot 599 DP1228699 and  
Lot 1 DP225720

Subdivision Certificate No SC/115/2020  
Dated 27.11.20

**Name of Person Empowered to Release, Vary or Modify Easement Numbered 1 in the Plan:**

Lake Macquarie City Council

**2 Terms Of Easement For Services 5.5 Wide and Variable Numbered 2 In The Plan**

- 2.1 As outlined in the Conveyancing Act 1919 Schedule 8 Part 11.
- 2.2 The owner of the lot benefited must release this easement, without compensation, when the site of this easement is ready to be dedicated as a road and must promptly sign a release and any other documents necessary for the release of this easement in registrable form.
- 2.3 The owner of lot 1006 must take all steps necessary to dedicate as road the site of this easement, at its sole cost and risk, when the site of this easement is ready to be dedicated as road.
- 2.4 This easement for services ceases to have effect when a public road reserve is created over the same site as this easement.

**Name of Person Empowered to Release, Vary or Modify Easement Numbered 2 in the Plan:**

Lake Macquarie City Council

**3 Terms of Right of Access 3 Wide Numbered 3 on the Plan.**

- 3.1 The owner of the lot benefited and all persons authorised by them may:
  - (a) by any reasonable means pass across the lot burdened, but only within the site of this easement, to get to or from the lot benefited, and
  - (b) do anything reasonably necessary for that purpose, including:
    - entering the lot burdened, and
    - taking anything on to the lot burdened, and
    - carrying out work within the site of this easement, such as constructing, placing, repairing or maintaining trafficable surfaces, driveways or structures.
- 3.2 In exercising those powers, the owner of the lot benefited and all persons authorised by them, must:
  - (a) ensure all work is done properly, and
  - (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and

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

(Sheet 5 of 13 Sheets)

Plan: **DP1270101**

of Subdivision Lot 599 DP1228699 and  
Lot 1 DP225720

Subdivision Certificate No SC/115/2020  
Dated 27.11.20

- (c) cause as little damage as is practicable to the lot burdened and any improvement on it, and
  - (d) restore the lot burdened as nearly as is practicable to its former condition, and
  - (e) make good any collateral damage.
- 3.3 For the purposes of this right of access, the persons authorised by the owner of the lot benefited include (without limit) employees, contractors, assignees, licensees, a related body corporate (as defined in the *Corporations Act 2001*) and successors in title of the owner of the lot benefited.

**Name of Person Empowered to Release, Vary or Modify Easement Numbered 3 in the Plan:**

The person for the time being registered as the proprietor of lot 1005.

#### **4 Right of Access over Track in Use Numbered 4 In The Plan**

- 4.1 The owner of the lot benefited and all persons authorised by them may:
- (a) by any reasonable means pass across the lot burdened, but only within the site of this easement, to get to and from the lot benefited, and
  - (b) do anything reasonably necessary for that purpose, including:
    - entering the lot burdened, and
    - taking anything on to the lot burdened, and
    - carrying out work within the site of this easement, such as constructing, placing, repairing or maintaining trafficable surfaces, driveways or structures.
- 4.2 In exercising those powers, the owner of the lot benefited and all persons authorised by them, must:
- (a) ensure all work is done properly, and
  - (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
  - (c) cause as little damage as is practicable to the lot burdened and any improvement on it, and
  - (d) restore the lot burdened as nearly as is practicable to its former condition, and
  - (e) make good any collateral damage.
- 4.3 For the purposes of this right of access, the persons authorised by the owner of the lot benefited include (without limit) employees, contractors, assignees, licensees, a related

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

(Sheet 6 of 13 Sheets)

Plan: **DP1270101**

of Subdivision Lot 599 DP1228699 and  
Lot 1 DP225720

Subdivision Certificate No SC/115/2020  
Dated 27.11.20

body corporate (as defined in the *Corporations Act 2001*) and successors in title of the owner of the lot benefited.

- 4.4 The owner of the lot benefited must release this easement, without compensation, when development works commence to formalise the site of this easement as road reserve and must promptly sign a release and any other documents necessary for the release of this easement in registrable form.

**Name of Person Empowered to Release, Vary or Modify Easement Numbered 4 in the Plan:**

The person for the time being registered as the proprietor of lot 1005.

**5 Terms of Right of Access 22 Wide and variable Numbered 5 on the Plan.**

- 5.1 The owner of the lot benefited and all persons authorised by any one of them may:
- (a) by any reasonable means pass across the lot burdened, but only within the site of this easement, to get to and from the lot benefited, and
  - (b) do anything reasonably necessary for that purpose, including:
    - entering the lot burdened, and
    - taking anything on to the lot burdened, and
    - carrying out work within the site of this easement, such as constructing, placing, repairing or maintaining trafficable surfaces, driveways or structures.
- 5.2 In exercising those powers, the owner of the lot benefited and all persons authorised by them, must:
- (a) ensure all work is done properly, and
  - (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
  - (c) cause as little damage as is practicable to the lot burdened and any improvement on it, and
  - (d) restore the lot burdened as nearly as is practicable to its former condition, and
  - (e) make good any collateral damage.
- 5.3 For the purposes of this right of access, the persons authorised by the owner of the lot benefited include (without limit) employees, contractors, assignees, licensees, a related body corporate (as defined in the *Corporations Act 2001*) and successors in title of the owner of the lot benefited.

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

(Sheet 7 of 13 Sheets)

Plan: **DP1270101**

of Subdivision Lot 599 DP1228699 and  
Lot 1 DP225720

Subdivision Certificate No SC/115/2020  
Dated 27.11.20

**Name of Person Empowered to Release, Vary or Modify Easement Numbered 5 in the Plan:**

The person for the time being registered as the proprietor of lot 1005.

**6 Terms of Easement For Drainage of Water over Existing Line of Pipes Numbered 6 In The Plan**

- 6.1 As outlined in the Conveyancing Act 1919 Schedule 8 Part 8.
- 6.2 The easement shall cease to have effect should lot 1006 drainage be directed to public road along the southern boundary of lot 1006.

**Name of Person Empowered to Release, Vary or Modify Easement Numbered 6 in the Plan:**

Lake Macquarie City Council

**7 Terms of Easement for Drainage of Water 68 Wide and Variable Width Numbered 7 on The Plan.**

- 7.1 As outlined in the Conveyancing Act 1919 Schedule 8 Part 8.
- 7.2 The easement shall cease to have effect should lot 1006 drainage be directed to public road along the southern boundary of lot 1006.

**Name of Person Empowered to Release, Vary or Modify Easement Numbered 7 in the Plan:**

Lake Macquarie City Council

**8 Terms of Easement for Services 2 Wide Numbered 8 In the Plan**

- 8.1 As outlined in the Conveyancing Act 1919 Schedule 8 Part 11.
- 8.2 The owner of the lot benefited must release this easement, without compensation, when the site of this easement is ready to be dedicated as a road and must promptly sign a release and any other documents necessary for the release of this easement in registrable form.
- 8.3 The owner of lot 1006 must take all steps necessary to dedicate as road the site of this easement, at its sole cost and risk, when the site of this easement is ready to be dedicated as road.
- 8.4 This easement for services ceases to have effect when a public road reserve is created over the same site as this easement.

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

(Sheet 8 of 13 Sheets)

Plan: **DP1270101**

of Subdivision Lot 599 DP1228699 and  
Lot 1 DP225720

Subdivision Certificate No SC/115/2020  
Dated 27.11.20

**Name of Authority whose consent to a release, variation, or modification of the Easement numbered 8, is stipulated for:**

Lake Macquarie City Council

**9 Terms of Easement for Batter Variable Width Numbered 9 on The Plan.**

As outlined in the *Conveyancing Act 1919 Schedule 8 Part 6*

**Name of Person Empowered to Release, Vary or Modify Easement Numbered 9 in the Plan:**

Lake Macquarie City Council

**10 Terms of Positive Covenant Numbered 10 on The Plan.**

The owner of the lot burdened will construct heritage interpretation signage as part of any future development of Lot 1006. The heritage interpretation signage must be consistent with the Heritage Signage Concept Location and Elevation Plans by Environmental Property Services (EPS) dated October 2016 titled "*Indicative Areas For Future Heritage Sign 2*".

**11 Terms of Positive Covenant Numbered 11 on The Plan.**

11.1 The owner of the lot burdened will, in respect of the on-site stormwater detention facilities located within the said lot:

- (a) not exceed the permissible site discharge rates to be determined in accordance with the "Cockle Creek Redevelopment Stormwater Management Strategy" by Lindsay Dynan Revision C dated 14/07/2020 – Project 00015361 and as approved by Lake Macquarie City Council (Council), and
- (b) permit Council or its authorised agents from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for compliance with the requirements of this covenant, and
- (c) comply with the terms of any written notice issued by Council in respect of the requirements of this covenant within the time stated in the notice.

11.2 Pursuant to Section 88F(3) of the *Conveyancing Act 1919 (NSW) (Act)* Council shall have the following additional powers:-

- (a) in the event that the owner of the lot burdened fails to comply with the terms of any written notice issued by Council under clause 11.1(c), Council or its authorised agents may enter the land with all the necessary materials and equipment and carry out work which Council in its discretion considers reasonable to comply with the notice referred to in clause 11.1(c); and



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

(Sheet 9 of 13 Sheets)

Plan: **DP1270101**

of Subdivision Lot 599 DP1228699 and  
Lot 1 DP225720

Subdivision Certificate No SC/115/2020  
Dated 27.11.20

- (b) Council may recover from the owner of the lot burdened in a court of competent jurisdiction:
  - (i) any expense reasonably incurred by it in exercising its power under clause 11.2(a); and
  - (ii) legal costs on an indemnity basis for the issue of such notices and recovery of such costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to Section 88F of the Act or providing any certificate required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act

**12 Terms of Positive Covenant Numbered 12 on The Plan.**

The owner of the lot burdened must maintain the area known as the Angophora Reserve in accordance with the Umwelt December 2009 Revised Management Plan for the Angophora Inopina Reserve at the Former Pasminco Cockle Creek Smelter Site, Boolaroo.

**13 Terms of the Restriction on the use of land Numbered 13 on The Plan**

The owner of the lot burdened:

- (a) Must not destroy, interfere with, make changes to or modify in any way the monitoring wells and any of their components for those parts of the lot burdened by the restriction on the use of land as shown on the plan;
- (b) Must not enclose those parts of the lot burdened by the restriction on the use of land as shown on the plan;
- (c) Must not permanently cover those parts of the lot burdened by the restriction on the use of land shown on the plan;
- (d) Must ensure access to the monitoring wells on those parts of the lot burdened by the restriction on the use of land shown on the plan is made available when requested by the owners of lot 1005; and
- (e) Must not permanently block access to the area 1 metre around the monitoring wells on that part of the lot burdened by the restriction on the use of land shown on the plan:

**Name of Person Empowered to Release, Vary or Modify Restriction Numbered 13 in the Plan:**

The person for the time being registered as the proprietor of lot 1005

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

(Sheet 10 of 13 Sheets)

Plan: **DP1270101**

of Subdivision Lot 599 DP1228699 and  
Lot 1 DP225720

Subdivision Certificate No SC/115/2020  
Dated 27.11.20

**14 Terms of Easement for Drainage of Water 5 Wide Numbered 14 on The Plan.**

14.1 As outlined in the Conveyancing Act 1919 Schedule 8 Part 8.

**Name of Person Empowered to Release, Vary or Modify Easement Numbered 14 in the Plan:**

Lake Macquarie City Council

**15 Terms of Easement for Drainage of Water 15 Wide Numbered 15 on The Plan.**

15.1 As outlined in the Conveyancing Act 1919 Schedule 8 Part 8.

**Name of Person Empowered to Release, Vary or Modify Easement Numbered 15 in the Plan:**

Lake Macquarie City Council

**16 Terms of Right of Access Variable Width Numbered 16 on the Plan.**

16.1 The owner of the lot benefited and all persons authorised by them may:

- (a) by any reasonable means pass across the lot burdened, but only within the site of this easement to get to and from the lot benefited, and
- (b) do anything reasonably necessary for that purpose, including:
  - entering the lot burdened, and
  - taking anything on to the lot burdened, and
  - carrying out work within the site of this easement, such as constructing, placing, repairing or maintaining trafficable surfaces, driveways or structures.

16.2 In exercising those powers, the owner of the lot benefited and all persons authorised by them, must:

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

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

(Sheet 11 of 13 Sheets)

Plan: **DP1270101**

of Subdivision Lot 599 DP1228699 and  
Lot 1 DP225720

Subdivision Certificate No SC/115/2020  
Dated 27.11.20

- 16.3 For the purposes of this right of access, the persons authorised by the owner of the lot benefited include (without limit) employees, contractors, assignees, licensees, a related body corporate (as defined in the *Corporations Act 2001*) and successors in title of the owner of the lot benefited.
- 16.4 The owner of the lot benefited must release this easement, without compensation, when the site of this easement is ready to be dedicated as a road and must promptly sign a release and any other documents necessary for the release of this easement in registrable form.
- 16.5 The owner of lot 1006 must take all steps necessary to dedicate as road the site cost and risk, when the site of this easement is ready to be dedicated as road. of this easement, at its sole cost.
- 16.6 This right of access ceases to have effect when a public road reserve is created over the same site as this easement.

**Name of Person Empowered to Release, Vary or Modify Easement Numbered 16 in the Plan:**

Lake Macquarie City Council

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

(Sheet 12 of 13 Sheets)

Plan: **DP1270101**

of Subdivision Lot 599 DP1228699 and  
Lot 1 DP225720  
Subdivision Certificate No.  
SC/115/2020 Dated 27.11.20

Executed for & on behalf of Lake Macquarie City Council by its authorised delegate pursuant to s.377 Local Government Act 1993 whose consent is required to release vary or modify the easement numbered 1 and 3

DAVID WILLIAM TAIT

Name of authorised delegate (Please print)



Signature of authorised delegate

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

GREGORY PETER JONES

Name of witness



Signature of witness

180 MAIN ROAD, SPEERS

POINT NSW 2284

Address of witness



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

(Sheet 13 of 13 Sheets)

Plan: **DP1270101**

of Subdivision Lot 599 DP1228599 and  
Lot 1 DP225720  
Subdivision Certificate No. SC/115/2020  
Dated 27.11.20

**SIGNED** for and on behalf of  
**HUNTER AND CENTRAL COAST  
DEVELOPMENT CORPORATION**  
ABN 94 782 063  
By **VALENTINA MISEVSKA**  
without assuming any personal liability  
and in the presence of:



Signature of Witness

**GILLIAN FOULCHER**

Print Name of Witness (Block Letters)

26 Honeysuckle Drive, Newcastle NSW 2300

Address of Witness



Signature of VALENTINA MISEVSKA

Position: ACTING Chief Executive

REGISTERED



13/01/2021



GREENCAPITAL WEEMALA UNIT TRUST  
Level 13  
821 Pacific Hwy  
CHATSWOOD NSW 2067

Our Ref: 139537  
Your Ref: 1006 DP  
1270101:113450  
ABN 81 065 027 868

24 February 2021

**PLANNING CERTIFICATE UNDER THE  
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979**

Fee Paid: 53.00  
Receipt No: 11392869  
Receipt Date: 23 February 2021

**DESCRIPTION OF LAND**

**Address:** 128 Munibung Road, BOOLAROO NSW 2284  
**Lot Details:** Lot 1006 DP 1270101  
**Parish:** Kahibah  
**County:** Northumberland

For: MORVEN CAMERON  
GENERAL MANAGER

A handwritten signature in black ink, appearing to read "R. Cameron" or similar, written over a horizontal line.

126 – 138 Main Road T 02 4921 0333  
Speers Point NSW 2284 E [council@lakemac.nsw.gov.au](mailto:council@lakemac.nsw.gov.au)  
BOX 1906 HRMC NSW 2310 W [lakemac.com.au](http://lakemac.com.au)

[lakemac](#) [lakemaccity](#) [ourlakeinac](#)

ABN: 81 065 027 868

**ADVICE PROVIDED IN ACCORDANCE WITH SUBSECTION (2)**

**1 Names of Relevant Planning Instruments and Development Control Plans**

- (1) The name of each environmental planning instrument that applies to the carrying out of development on the land.

Lake Macquarie Local Environmental Plan 2014

State Environmental Planning Policy - (Housing for Seniors or People with a Disability) 2004 (This SEPP applies to the land to the extent provided by Clause 4 of the SEPP)

State Environmental Planning Policy (Affordable Rental Housing) 2009

State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004

State Environmental Planning Policy (Coastal Management) 2018 - (Part of lot)

State Environmental Planning Policy (Concurrences) 2018

State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

State Environmental Planning Policy (Infrastructure) 2007

State Environmental Planning Policy (Koala Habitat Protection) 2020

State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007

State Environmental Planning Policy (Primary Production and Rural Development) 2019

State Environmental Planning Policy (State and Regional Development) 2011

State Environmental Planning Policy (State Significant Precincts) 2005

State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017

State Environmental Planning Policy No. 19 – Bushland in Urban Areas

State Environmental Planning Policy No. 21 – Caravan Parks

State Environmental Planning Policy No. 33 – Hazardous and Offensive Development

State Environmental Planning Policy No. 50 – Canal Estate Development

State Environmental Planning Policy No. 55 – Remediation of Land

State Environmental Planning Policy No. 64 – Advertising and Signage

State Environmental Planning Policy No. 65 – Design Quality of Residential Apartment Development

State Environmental Planning Policy No. 70 – Affordable Housing (Revised Schemes)

- (2) The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).

Nil

- (3) The name of each development control plan that applies to the carrying out of development on the land.

Lake Macquarie Development Control Plan 2014

- (4) In this clause, proposed environmental planning instrument includes a planning proposal for a Local Environmental Plan or a Draft environmental planning instrument.

## **2 Zoning and land use under relevant Local Environmental Plans**

- (1) The following answers (a) to (h) relate to the instrument (see 1(1) above).

(a)

- (i) The identity of the zone applying to the land.

E2 Environmental Conservation

under Lake Macquarie Local Environmental Plan 2014

- (ii) The purposes for which the Instrument provides that development may be carried out within the zone without the need for development consent.

Exempt development as provided in Schedule 2; Home occupations

- (iii) The purposes for which the Instrument provides that development may not be carried out within the zone except with development consent.

Bed and breakfast accommodation; Boat sheds; Building identification signs; Business identification signs; Car parks; Community facilities; Dual occupancies (attached); Dwelling houses; Eco-tourist facilities; Emergency services facilities; Environmental facilities; Environmental protection works; Flood mitigation works; Home-based child care; Home businesses; Information and education facilities; Recreation areas; Roads; Water recreation structures

- (iv) The purposes for which the Instrument provides that development is prohibited within the zone.

Business premises; Hotel or motel accommodation; Industries; Multi dwelling housing; Recreation facilities (major); Residential flat buildings; Restricted Premises; Retail premises; Seniors housing; Service stations; Warehouse or distribution centres; and any other development not specified



in item (ii) or (iii)

- (i) The identity of the zone applying to the land.  
SP 1 Special Activities  
under Lake Macquarie Local Environmental Plan 2014
- (ii) The purposes for which the Instrument provides that development may be carried out within the zone without the need for development consent.  
Exempt development as provided in Schedule 2
- (iii) The purposes for which the Instrument provides that development may not be carried out within the zone except with development consent.  
Hazardous storage establishment - Containment cell, including any development that is ordinarily incidental or ancillary to development for that purpose; Environmental protection works; Flood mitigation works; Roads; Sewage treatment plants; Water Recycling facility; Water supply systems; Aquaculture
- (iv) The purposes for which the Instrument provides that development is prohibited within the zone.  
Any development not specified in item (ii) or (iii)

- (i) The identity of the zone applying to the land.  
R2 Low Density Residential  
under Lake Macquarie Local Environmental Plan 2014
- (ii) The purposes for which the Instrument provides that development may be carried out within the zone without the need for development consent.  
Exempt development as provided in Schedule 2; Home-based child care; Home occupations
- (iii) The purposes for which the Instrument provides that development may not be carried out within the zone except with development consent.  
Bed and breakfast accommodation; Boarding houses; Boat sheds; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Emergency services facilities; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home businesses; Home industries; Hostels; Kiosks; Neighbourhood shops; Places of public worship;

Recreation areas; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Sewage reticulation systems; Sewage treatment plants; Shop top housing; Water recreation structures; Water recycling facilities; Water supply systems

- (iv) The purposes for which the Instrument provides that development is prohibited within the zone.

Any other development not specified in item (ii) or (iii)

- (i) The identity of the zone applying to the land.

**R3 Medium Density Residential**

under Lake Macquarie Local Environmental Plan 2014

- (ii) The purposes for which the Instrument provides that development may be carried out within the zone without the need for development consent.

Exempt development as provided in Schedule 2; Home occupations

- (iii) The purposes for which the Instrument provides that development may not be carried out within the zone except with development consent.

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Boat sheds; Building identification signs; Business identification signs; centre-based child care facility; Community facilities; Dwelling houses; Emergency services facilities; Environmental facilities; Environmental protection works; Exhibition homes; Flood mitigation works; Group homes; Home-based child care; Home businesses; Home industries; Hostels; Hotel or motel accommodation; Kiosks; Multi dwelling housing; Neighbourhood shops; Places of public worship; Recreation areas; Registered clubs; Residential flat buildings; Respite day care centres; Roads; Secondary dwellings; Seniors housing; Sewage reticulation systems; Sewage treatment plants; Shop top housing; Water recreation structures; Water recycling facilities; Water supply systems

- (iv) The purposes for which the Instrument provides that development is prohibited within the zone.

Any other development not specified in item (ii) or (iii)

- (i) The identity of the zone applying to the land.

**B4 Mixed Use**

under Lake Macquarie Local Environmental Plan 2014

- (ii) The purposes for which the Instrument provides that development may be carried out within the zone without the need for development consent.

Exempt development as provided in Schedule 2

- (iii) The purposes for which the Instrument provides that development may not be carried out within the zone except with development consent.

Boarding houses; Centre-based child care facilities; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Function centres; Home industries; Hostels; Hotel or motel accommodation; Information and education facilities; Medical centres; Multi dwelling housing; Passenger transport facilities; Recreation facilities (indoor); Registered clubs; Residential flat buildings; Respite day care centres; Restricted premises; Roads; Seniors housing; Shop top housing

Any other development not specified in item (ii) or (iv)

**NOTE:** Clause 7.10 requires that development consent must not be granted to development for the purpose of hostel, residential flat building, multi dwelling housing or serviced apartments unless it is part of a mixed use development in which all or part of the ground floor of the building facing the primary street has an active street frontage consisting of a commercial premise or health services facility.

- (iv) The purposes for which the Instrument provides that development is prohibited within the zone.

Advertising structures; Agriculture; Air transport facilities; Airstrips; Bed and breakfast accommodation; Biosolids treatment facilities; Boat building and repair facilities; Boat launching ramps; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Exhibition villages; Extractive industries; Farm buildings; Farm stay accommodation; Forestry; Freight transport facilities; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industries; Jetties; Marinas; Mooring pens; Moorings; Open cut mining; Recreation facilities (major); Recreation facilities (outdoor); Research stations; Residential accommodation; Rural industries; Sex services premises; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Wholesale supplies

**NOTE:** The advice in sections (a) above relates only to restrictions that apply by virtue of the zones indicated. The Lake Macquarie LEP 2014 includes additional provisions that require development consent for particular types of development, or in particular circumstances, irrespective of zoning.

- (b) Whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed.

Yes, there are development standards applying to the land that fix minimum land dimensions for the erection of a dwelling house.

Minimum lot size of 40 ha. Refer to Clause 4.2A of LMLEP 2014 for further information.

- (c) Whether the land includes or comprises critical habitat.

No

- (d) Whether the land is in a conservation area (however described).

Yes

- (e) Whether an item of environmental heritage (however described) is situated on the land.

**Local Environmental Plan 2014 Schedule 5 Part 1 Heritage Items**

There are no items listed for this land under Local Environmental Plan 2014 Schedule 5 Part 1 Heritage items.

**Local Environmental Plan 2014 Schedule 5 Part 2 Heritage conservation areas**

There are no items listed for this land under Local Environmental Plan 2014 Schedule 5 Part 2 Heritage conservation areas.

**Local Environmental Plan 2014 Schedule 5 Part 3 Archaeological sites**

There are no items listed for this land under Local Environmental Plan 2014 Schedule 5 Part 3 Archaeological sites.

**Local Environmental Plan 2014 Schedule 5 Part 4 Landscape Items**

There are no items listed for this land under Local Environmental Plan 2014 Schedule 5 Part 4 Landscape items.

**Local Environmental Plan 2004 Schedule 4 Part 1 Heritage Items**

There are no heritage items listed for this land within Local Environmental Plan 2004 Schedule 4 Part 1.

**Local Environmental Plan 2004 Part 11 Clause 150 Environmental Heritage**

There are no heritage items listed for this land within Local Environmental Plan 2004 Part 11 Clause 150 – South Wallarah Peninsula.

**NOTE:** An item of environmental heritage, namely Aboriginal heritage, listed within the Aboriginal Heritage Information Management System (AHIMS) may affect the land. Aboriginal objects are protected under the National Parks and Wildlife Act 1974. If Aboriginal objects are found during development, works are to stop and the Office of Environment and Heritage (OEH) contacted immediately. For further information and to access the AHIMS registrar, refer to <http://www.environment.nsw.gov.au>

- (2) The following answers relate to the Draft Instrument (see 1(2) above).
- (a) Nil

**NOTE:** The advice in section (a) above relates only to restrictions that apply by virtue of the zones indicated. The Draft instrument may include additional provisions that require development consent for particular types of development, or in particular circumstances, irrespective of zoning.

- (b) Whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed.

There are no development standards applying to the land that fix minimum land dimensions for the erection of a dwelling house.

- (c) Whether the land includes or comprises critical habitat.  
No
- (d) Whether the land is in a conservation area (however described).  
No
- (e) Whether an item of environmental heritage (however described) is situated on the land.  
No

### 3 Complying development

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

#### Housing Code

**Note:** If a lot is not specifically listed in this section then, complying development under

this Code **MAY** be carried out on any part of that lot.

Lot 1006 DP 1270101

Complying development under the Housing Code **MAY NOT** be carried out on part of the lot because the lot is partly affected by specific land exemptions.

**Note:** If the lot is only affected by the "heritage conservation area" exemption, then complying development under the Housing Code **MAY** be carried out on the lot if the development is a detached outbuilding or swimming pool.

The lot is affected by the following specific land exemptions:

The land is within an environmentally sensitive area being land within an area of high biodiversity significance.

The land is excluded land being land identified by an environmental planning instrument as being environmentally sensitive or within an ecologically sensitive area.

#### **Low Rise Housing Diversity Code**

**Note:** If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Lot 1006 DP 1270101

Complying development under the Low Rise Housing Diversity Code **MAY NOT** be carried out on part of the lot because the lot is partly affected by specific land exemptions.

**Note:** If the lot is only affected by the "heritage conservation area" exemption, then complying development under the Low Rise Housing Diversity Code **MAY** be carried out on the lot if the development is a detached outbuilding or swimming pool.

The lot is affected by the following specific land exemptions:

The land is within an environmentally sensitive area being land within an area of high biodiversity significance.

The land is excluded land being land identified by an environmental planning instrument as being environmentally sensitive or within an ecologically sensitive area.

#### **Housing Alterations Code**

**Note:** If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Lot 1006 DP 1270101

Complying development under the Housing Alterations Code **MAY NOT** be carried out on part of the lot because the lot is partly affected by specific land exemptions.

The lot is affected by the following specific land exemptions:

The land is within an environmentally sensitive area being land within an area of high biodiversity significance.

#### **Commercial and Industrial Alterations Code**

**Note:** If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Lot 1006 DP 1270101

Complying development under the Commercial and Industrial Alterations Code **MAY NOT** be carried out on part of the lot because the lot is partly affected by specific land exemptions.

The lot is affected by the following specific land exemptions:

The land is within an environmentally sensitive area being land within an area of high biodiversity significance.

#### **Commercial and Industrial (New Buildings and Additions) Code**

**Note:** If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Lot 1006 DP 1270101

Complying development under the Commercial and Industrial (New Buildings and Additions) Code **MAY NOT** be carried out on part of the lot because the lot is partly affected by specific land exemptions.

The lot is affected by the following specific land exemptions:

The land is within an environmentally sensitive area being land within an area of high biodiversity significance.

The land is excluded land being land identified by an environmental planning instrument as being environmentally sensitive or within an ecologically sensitive area.

#### **Subdivisions Code**

**Note:** If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Lot 1006 DP 1270101

Complying development under the Subdivisions Code **MAY NOT** be carried out on part

of the lot because the lot is partly affected by specific land exemptions.

The lot is affected by the following specific land exemptions:

The land is within an environmentally sensitive area being land within an area of high biodiversity significance.

#### **Rural Housing Code**

**Note:** If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Lot 1006 DP 1270101

Complying development under the Rural Housing Code **MAY NOT** be carried out on part of the lot because the lot is partly affected by specific land exemptions.

**Note:** If the lot is only affected by the "heritage conservation area" exemption, then complying development under the Rural Housing Code **MAY** be carried out on the lot if the development is a detached outbuilding or swimming pool.

The lot is affected by the following specific land exemptions:

The land is within an environmentally sensitive area being land within an area of high biodiversity significance.

The land is excluded land being land identified by an environmental planning instrument as being environmentally sensitive or within an ecologically sensitive area.

#### **Greenfield Housing Code**

**Note:** If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Lot 1006 DP 1270101

Complying development under the Greenfield Housing Code **MAY NOT** be carried out on part of the lot because the lot is partly affected by specific land exemptions.

**Note:** If the lot is only affected by the "heritage conservation area" exemption, then complying development under the Greenfield Housing Code **MAY** be carried out on the lot if the development is a detached outbuilding or swimming pool.

The lot is affected by the following specific land exemptions:

The land is within an environmentally sensitive area being land within an area of high biodiversity significance.

The land is excluded land being land identified by an environmental planning instrument as being environmentally sensitive or within an ecologically sensitive area.



**General Development Code**

**Note:** If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Lot 1006 DP 1270101

Complying development under the General Development Code **MAY NOT** be carried out on part of the lot because the lot is partly affected by specific land exemptions.

The lot is affected by the following specific land exemptions:

The land is within an environmentally sensitive area being land within an area of high biodiversity significance.

**Demolition Code**

**Note:** If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Lot 1006 DP 1270101

Complying development under the Demolition Code **MAY NOT** be carried out on part of the lot because the lot is partly affected by specific land exemptions.

The lot is affected by the following specific land exemptions:

The land is within an environmentally sensitive area being land within an area of high biodiversity significance.

**Fire Safety Code**

**Note:** If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Lot 1006 DP 1270101

Complying development under the Fire Safety Code **MAY NOT** be carried out on part of the land because the lot is partly affected by specific lot exemptions.

The lot is affected by the following specific land exemptions:

The land is within an environmentally sensitive area being land within an area of high biodiversity significance.

**Container Recycling Facilities Code**

**Note:** If a lot is not specifically listed in this section then, complying development under this Code **MAY** be carried out on any part of that lot.

Lot 1006 DP 1270101

Complying development under the Container Recycling Facilities Code **MAY NOT** be carried out on part of the lot because the lot is partly affected by specific land exemptions.

The lot is affected by the following specific land exemptions:

The land is within an environmentally sensitive area being land within an area of high biodiversity significance.

**4 Coastal Protection**

(Repealed 3 April 2018)

**4A Information relating to beaches and coasts**

(Repealed 3 April 2018)

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

Whether the owner (or any previous owner) of the land has 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).

Nil

**NOTE:** "Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the Local Government Act 1993.

**5 Mine subsidence**

Whether or not the land is proclaimed to be a mine subsidence district within the meaning of section 20 of the Coal Mine Subsidence Compensation Act 2017.

The land IS WITHIN a declared Mine Subsidence District under section 20 of the *Coal Mine Subsidence Compensation Act 2017*. Development in a Mine Subsidence District requires approval from Subsidence Advisory NSW. Subsidence Advisory NSW provides compensation to property owners for mine subsidence damage. To be eligible for compensation, development must be constructed in accordance with Subsidence

Advisory NSW approval. Subsidence Advisory NSW has set surface development guidelines for properties in Mine Subsidence Districts that specify building requirements to help prevent potential damage from coal mine subsidence.

**NOTE:**

The advice in section (5) above relates only to a Mine Subsidence District. Further information relating to underground mining which may occur outside Mine Subsidence Districts should be sought. Underground mining information can be found on the Subsidence Advisory NSW website.

**6 Road widening and road realignment**

Whether the land is affected by any road widening or realignment under:

- (a) Division 2 of Part 3 of the Roads Act 1993.

No

- (b) any environmental planning instrument.

No

- (c) any resolution of the Council.

No, other road widening proposals may affect this land and if so, will be noted on the Section 10.7 Subsection (5) certificate.

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

Whether or not the land is affected by a policy:

- (i) adopted by the Council, or  
(ii) 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:

- (a) land slip or subsidence

Yes

Relevant sections of Lake Macquarie Development Control Plan 2014 and Lake Macquarie Development Control Plan No.1 apply when development is proposed on land covered by Council's geotechnical areas map. The map is available for viewing at the Council. If you require any further clarification on the policy and how it may affect any possible development contact the Council on 02 4921 0333.

- (b) bushfire

Yes

(c) tidal inundation

No

(d) acid sulfate soils

Yes

Relevant sections of Lake Macquarie Development Control Plan 2014 and Lake Macquarie Development Control Plan No.1 apply when development is proposed on land covered by the Acid Sulfate Soils Map. If you require any further clarification on the policy and how it may affect any possible development contact the Council on 02 4921 0333.

(e) contaminated or potentially contaminated land

Yes

Council has adopted a policy that may restrict development of Contaminated or Potentially Contaminated land. This policy is implemented when zoning, development, or land use changes are proposed. Consideration of Council's adopted Policy and applicable DCP, and the application of provisions under relevant State legislation is recommended. Some form of contamination was confirmed on this site in the past. Council can provide additional information from its records for this site on request, including details of any remediation works that have occurred. Information from a site audit statement, site audit report, or a Stage 4 validation report indicate that contaminants are now below the contaminated land investigation threshold levels.

(f) any other risk (other than flooding).

No

**NOTE:** The absence of a council policy restricting development of the land by reason of a particular natural hazard does not mean that the risk from that hazard is non-existent.

**7A Flood related development controls information**

(1) Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls.

No

(2) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.

No

- (3) Words and expressions in this clause have the same meanings as in the standard instrument set out in the *Standard Instrument (Local Environmental Plans) Order 2006*.

**8 Land reserved for acquisition**

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in Clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

No

**9 Contributions Plans**

The name of each contributions plan applying to the land.

Lake Macquarie City Council Development Contributions Plan - Glendale Contributions Catchment - 2015

The Lake Macquarie City Council Section 7.12 Contributions Plan – Citywide 2019

**9A Biodiversity Certified Land**

This land is not biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016.

**10 Biodiversity stewardship sites**

The land is not a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016.

**10A Native vegetation clearing set asides**

The land does not contain a set aside area under section 60ZC of the Local Land Services Act 2013.

**11 Bush Fire Prone Land**

**Note:** If a lot is not specifically listed in this section then, **NONE** of that lot is bush fire prone land.

Lot 1006 DP 1270101 - SOME of the land is bush fire prone land.

**12 Property Vegetation Plans**

The land IS NOT subject to a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 (and that continues in force).

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

Has an order been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land (but only if the council has been notified of the order).

The land IS NOT subject to an order made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land.

**14 Directions under Part 3A**

If there is a direction by the Minister in force under section 75P (2) (c1) of the Act 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, a statement to that effect identifying the provision that does not have effect.

Nil

**15 Site compatibility certificates and conditions for seniors housing**

- (a) Whether there is a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land.

Council is not aware of any site capability certificate for any proposed development on the land.

- (b) Any terms of a kind referred to in clause 18 (2) of State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.

Nil

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

Whether there is a valid site compatibility certificate (infrastructure, schools or TAFE establishments), of which the council is aware, in respect of proposed development on the land.

Council is not aware of any site capability certificate for any proposed development on the land.

**17 Site compatibility certificates and conditions for affordable rental housing**

- (1) Whether there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land.

Council is not aware of any site capability certificate for any proposed development on the land.

- (2) Any terms of a kind referred to in clause 17 (1) or 38 (1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009* that have been imposed as a condition of consent to a development application in respect of the land.

Nil

**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.

Nil

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

Not Applicable

**Note:** Words and expressions used in this clause have the same meaning as they have in Part 16C of Environmental Planning and Assessment Regulation 2000.

**19 Site verification certificates**

Whether there is a current site verification certificate, of which the council is aware, in respect of the land.

No

- (a) The matter certified by the certificate

Not Applicable

- (b) The date on which the certificate ceases to be current

Not Applicable

- (c) A copy of the certificate (if any) may be obtained from the head office of the Department of Planning and Infrastructure.

**Note:** A site verification certificate sets out the Secretary's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land—see Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.

**20 Loose-fill asbestos insulation**

If 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 a residential premises erected on this land has been identified in the NSW Fair Trading Loose-Fill Asbestos Insulation Register as containing loose-fill asbestos ceiling insulation.

**21 Affected building notices and building product rectification orders**

- (1) Whether there is any affected building notice of which the council is aware that is in force in respect of the land.

No, Council **has not** been notified that an affected building notice is in force in respect of this land.

- (2) (a) Whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and

A building rectification order **is not** in force in respect of this land.

- (b) Whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.

A notice of intention to make a building product rectification order **has not** been given in respect of this land.



- (3) In this clause:

*Affected building notice has the same meaning as in Part 4 of the Building Products (Safety) Act 2017*

*Building product rectification order has the same meaning as in the Building Products (Safety) Act 2017*

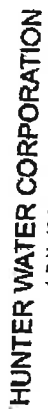
**NOTE:** The following matters are prescribed by section 59 (2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate:

**Matters arising under the Contaminated Land Management Act 1997 (s59 (2))**

- (a) The land to which the certificate relates is significantly contaminated land within the meaning of that Act - if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,  
No
- (b) The land to which the certificate relates is subject to a management order within the meaning of that Act - if it is subject to such an order at the date when the certificate is issued,  
No
- (c) The land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act - if it is the subject of such an approved proposal at the date when the certificate is issued,  
No
- (d) The land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act - if it is subject to such an order at the date when the certificate is issued,  
No
- (e) The land to which the certificate relates is the subject of a site audit statement within the meaning of that Act - if a copy of such a statement has been provided at any time to the local authority issuing the certificate.  
Yes

Certificate No. 139537

---



**A.B.N. 48 228 513 446**

# SERVICE LOCATION PLAN

**Enquiries: 1300 857 657**



APPLICATION NUMBER: 1373732

APPLICANT NAME: Colin Biggers & Paisley

**RATEABLE PREMISE NO.: 9999912839**

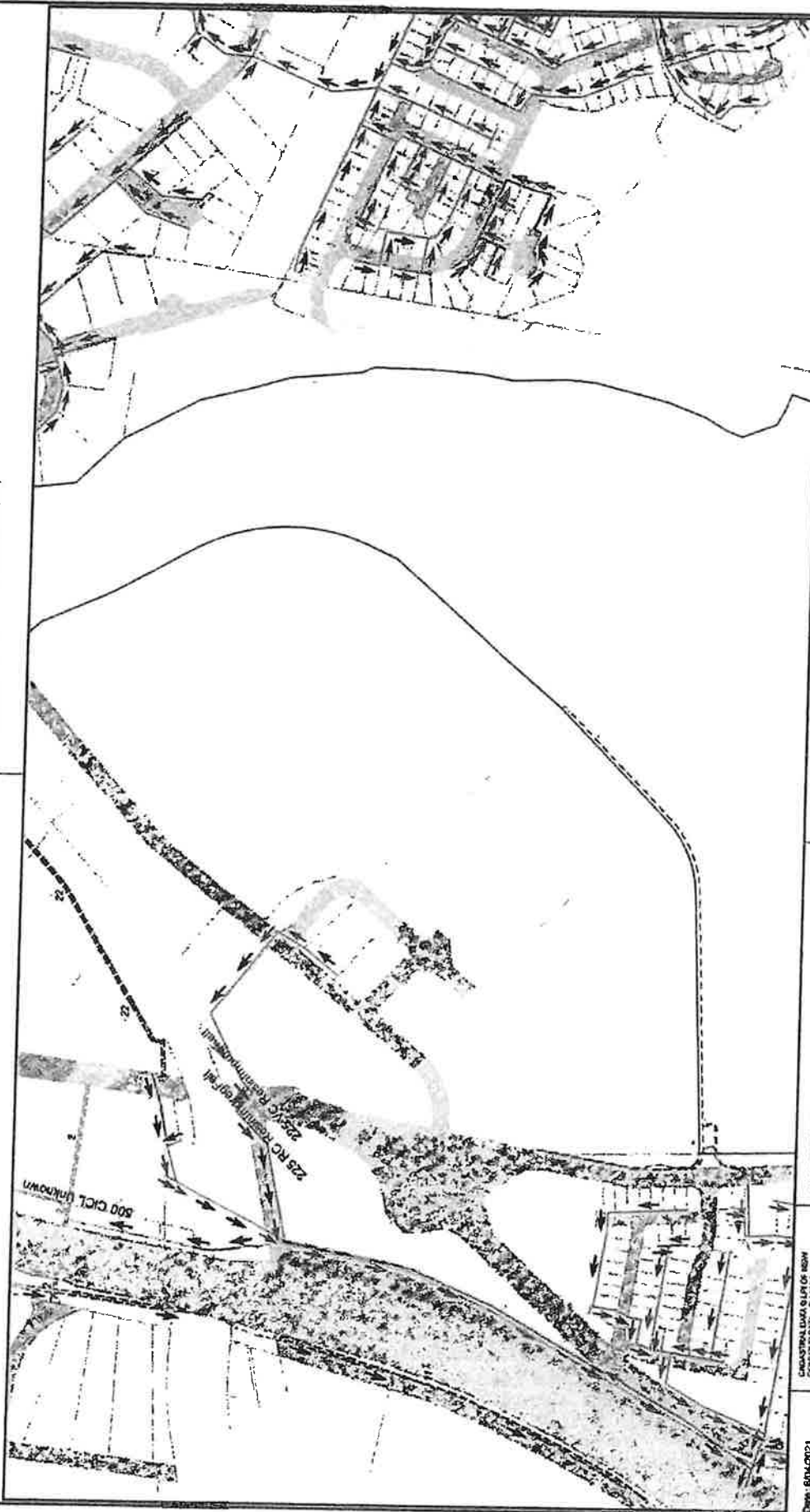
PROPERTY ADDRESS: 129 MUNIBUNG RD BOOLAROO 2284

LOT/SECTION/DP:SP: LOT/SECTION/DP:SP

APPLICANT REF: POR-T7LOUPPOR5H70

128 MOUNTAIN RD

**BOOLAROO NSW**



Department of Planning

Scale: at A3 1:5,000

SEVERN RIVER CYCLES, WINTER  
UTILITIES DATA  
© WINTER WATER CORPORATION

IF A SELLER WANTS TO LAID WITHIN THE BOUNDARIES OF THE LOT, SPECIAL REQUIREMENTS FOR THE PROTECTION OF THE SELLER MUST APPLY IF DEVELOPMENT IS UNDERTAKEN IN THESE CASES, IT IS RECOMMENDED THAT YOU SEEK ADVICE ON THE SPECIAL REQUIREMENTS PRIOR TO PURCHASE. PHONE 1300 627 467 FOR MORE INFORMATION.

SEWER POSITION APPROXIMATE ONLY.  
SUBJECT PROPERTY BOLD  
ALL MEASUREMENTS ARE METRIC

**IMPORTANT:** THIS PLAN INDICATES A SENSEN CONNECTION IS AVAILABLE OR PROPOSED FOR THE SUBJECT PROPERTY. IT IS THE INTERDOWNSHARE COMPANY'S DUTY TO DETERMINE WHETHER IT IS PRACTICALLY TO DISCHARGE WASTEWATERS FROM ALL PARTS OF THE PROPERTY TO TANK CONNECTION. ANY COMPANY THAT PROVIDES ANY INFORMATION ON THIS PLAN MAY NOT BE UP TO DATE AND THE CORPORATION ACCEPTS NO RESPONSIBILITY FOR ITS ACCURACY.