

1.6 **Mayoral Minute - Australian Chinese Theme Park Offer to Purchase Council Land**

TRIM REFERENCE: F2011/00192 - D03197491
AUTHOR: Doug Eaton; Councillor

Council at its last ordinary meeting directed the General Manager and I, to negotiate with the Australian Chinese Theme Park Pty Ltd (ACTP) on the sale of Council land at 1 Warren Road.

I am pleased to inform Council that the outcome of these negotiations has been a success with Council and the ACTP agreeing to a sale price of \$10,000,000 plus GST. The ACTP have confirmed to Council via a letter (Attachment #1) received on the 27 November that they agree to the terms and conditions of the sale offer as presented by Council in the "contract for sale".

In summary the conditions of the sale that have been agreed are as follows:

- Sale price of \$10,000,000 plus GST.
- Settlement date of 2nd December 2015 or earlier as agreed to by both parties.
- A \$100,000 deposit payable with \$10,000 on the date of exchange and three subsequent instalments payable on the 2 March 2013, 2 December 2013 and 2 February 2014.
- Contract terminable at will by purchaser without incurring costs or damages, however the purchaser will forfeit the balance of the deposit.
- All outgoings associated with the land payable by vendor until settlement.
- Vendor to give the purchaser access to the land via a licence or permit to carry functions associated with the preparation of development plans.

ACTP in their letter have also indicated that the date and venue for the signing will be 5pm on the 2nd December at the Shanghai Stories 1938, Shop 4&6 Victoria Ave, Chatswood.

In addition and on behalf of the General Manager, I also provide the Land Economics report that was prepared by staff in relation to examining the value and risk of this land sale to Council. In summary the report recommends the sale of this land as being the vastly superior option for Council when compared to other future land use options considered in the report.

I formally move:

- 1 That Council approve the sale of the 1 Warren Road being an area of 15.77 ha and part of Lot 3 DP 10007500 for a sale price of \$10,000,000 to the Australian Chinese Theme Park Pty Ltd (ACN 47 054 613 735).***
- 2 That Council authorise the Common Seal of Wyong Shire Council to be affixed to the "Contract for Sale of Land" between Wyong Shire Council and ACTP (ACN 47 054 613 735)***
- 3 That Council authorise the Mayor and General Manager to execute all documents relating to this sale of land.***

1.6 Mayoral Minute - Australian Chinese Theme Park Offer to Purchase Council Land (contd)

- 4 That Council authorise the Mayor and General Manager attend the signing ceremony on behalf of Council.**
- 5 That Council set a sunset date of the 10 December 2012 by which the contract is to be signed by both parties.**
- 6 The Council requests the General Manager to report back to Council at its meeting of 12 December 2012 on the outcome of the resolutions contained within this minute.**

ATTACHMENTS

- | | | |
|----------|--|------------------|
| 1 | ACTP Land Purchase Minutes of 14 November Council Meeting | D03200155 |
| 2 | ACTP REPLY LETTER 27-11-12 | D03200131 |
| 3 | Warren Rd Land Economics Report Final (Confidential) - | D03196696 |
| 4 | Draft Contract for Sale 22-11-12 | D03196688 |

MINUTES OF THE Ordinary Council Meeting OF COUNCIL 14 November 2012 contd7.3 Operational Activities and Trends Associated with the Animal Care Facility

RESOLVED unanimously on the motion of Councillor GRAHAM and seconded by Councillor VINCENT:

435/12 That Council receive the report on Operational Activities and Trends Associated with the Animal Care Facility

FOR: COUNCILLORS BEST, EATON, GRAHAM, GREENWALD, MATTHEWS, NAYNA, TAYLOR, TROY, VINCENT AND WEBSTER

AGAINST: NIL

7.4 Chinese Theme Park Proposal - Status Update

Councillor Troy left the meeting at 6.12 pm and returned to the meeting at 6.13 pm during consideration of this item.

Ms Amanda Lee, representing the Chinese Theme Park, addressed the meeting at 5.50pm, answered questions and retired at 6.13 pm.

PROCEDURAL MOTION

RESOLVED on the motion of Councillor BEST and seconded by Councillor TAYLOR:

436/12 That question time for this item be exhausted.

FOR: COUNCILLORS BEST, EATON, NAYNA, TAYLOR, TROY AND WEBSTER

AGAINST: COUNCILLORS GRAHAM, GREENWALD, MATTHEWS AND VINCENT

RESOLVED unanimously on the motion of Councillor NAYNA and seconded by Councillor WEBSTER:

437/12 That Council receive the report on Chinese Theme Park Proposal - Status Update.

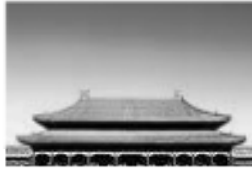
438/12 That Council direct the Mayor and General Manager to urgently negotiate with Australia Theme Park Pty Limited with the objective of achieving an agreement for the sale of the proposed site where Council's risks and liabilities are minimised and a sales price that is satisfactory to Council is offered by the potential purchaser.

439/12 That Council request the Mayor and General Manager to report to the 28 November 2012 Ordinary meeting of Council on the outcomes of such negotiations.

440/12 That Council direct the General Manager to provide a Land Economics report to Council as part of his report back on the negotiations.

FOR: COUNCILLORS BEST, EATON, GRAHAM, GREENWALD, MATTHEWS, NAYNA, TAYLOR, TROY, VINCENT AND WEBSTER

AGAINST: NIL



ABN: 99153644298
ACN: 153644298

澳洲中国主题公园股份有限公司
AUSTRALIA CHINA THEME PARK PTY LTD
EMAIL: ACTP.AU2011@GMAIL.COM
MAIL BOX: PO BOX 11 REGENTS PARK NSW 2143
AUSTRALIA

Office of Mayor
Cr Doug Eaton
Mayor of Wyong

RE: Draft contract for sale and Mayor Letter to ACTP

I refer to the draft contract for sale and a Mayor letter received by ACTP on the 22nd of November.

Australia China Theme Park Pty Ltd (ABN: 99 153 644 298) agrees to the terms and conditions contained in the draft 'contract for sale'.

I also understand that there will be a non-binding memorandum to strengthen cooperation between WSC and ACTP to develop China Theme Park and one license agreement as well.

I am looking forward to seeing you and other councilors on the official signing site.

Time: 2nd of December, 2012, 5pm.

Venue: Shanghai Stories 1938, Shop 4&6 Victoria Ave, Chatswood

Yours faithfully,
Bruce Yazhang Zhong
ACTP P/L Board Chairman

A 2005 COPYRIGHT The Law Society of New South Wales and The Real Estate Institute of New South Wales. You can use this contract version of pages 1 and 2 on a computer terminal, and you can reproduce this form for part of it for educational purposes, but any other reproduction of this form for part of it is a breach of copyright. Copyright is not affected by the copyright holders or legislation.

Contract for the sale of land – 2005 edition

| TERM | MEANING OF TERM | |
|---|---|--|
| Vendor's agent | Without the intervention of an Agent | Phone: Fax: |
| Co-agent | | |
| Vendor | WYONG SHIRE COUNCIL (ACN 47 054 613 735) 2147 V, STURFF, NSW 2259, AUSTRALIA | |
| Vendor's solicitor | Legal and Risk Unit, Wyong Shire Council 2 Holly Street Wyong, NSW 2259, Australia DX 7308 WYONG | Phone: 07 4350 5590 Fax: 07 4351 2088 Risk Brian is contacting |
| Completion date | 2 December 2015 (clause 15) | |
| Land (Address, plan details and title reference) | WARREN ROAD, WARRENVALE F, 2259 Lot 1 in an Unregistered Plan (copy attached), being part of Lot 3 in DP1007500 | |
| Tenancy | <input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies | |
| Improvements | <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> outport <input type="checkbox"/> heathland <input type="checkbox"/> outcrop: other: | |
| Attached copies | <input checked="" type="checkbox"/> Documents in the List of Documents as marked or as numbered: 1, 2 (DP1007500), 4 (Trany Inpde Nnsh 20080-SLO Rev A1, E, 8 and 10 (S607207, F556983, S894481 A, DP1132274); <input type="checkbox"/> Other documents: | |

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

| | | | | |
|-----------------------|---|--|---|--|
| Inclusions | <input type="checkbox"/> blinds <input type="checkbox"/> built-in wardrobes <input type="checkbox"/> clothes line other: | <input type="checkbox"/> curtains <input type="checkbox"/> dishwasher <input type="checkbox"/> fixed floor coverings | <input type="checkbox"/> first of screens <input type="checkbox"/> light fittings <input type="checkbox"/> range hood | <input type="checkbox"/> stove <input type="checkbox"/> pool equipment <input type="checkbox"/> TV antenna |
| Exclusions: | | | | |
| Purchaser | AUSTRALIA CHINA THEME PARK PTY LTD (ACN 08 153 644 298) 12/14, 5 PURCHASE STREET, PARRAMATTA NSW 2150 | | | |
| Purchaser's solicitor | Phone: Fax: | | | |
| Price | \$ 1,090,000.00 | (note Special Condition 50) | | |
| Deposit | \$ 100,000.00 | [10% of the price, unless otherwise stated] | | |
| Balance | \$ 990,000.00 | | | |
| Contract date | (if not stated, this contract's contract may apply) | | | |

| | | | |
|-----------|--|---------|---------|
| Vendor | | | Witness |
| | GST AMOUNT (optional) The price includes GST at \$ 1,200,000.00 (note Special Condition 50) | | |
| Purchaser | <input type="checkbox"/> JOINT TENANTS <input type="checkbox"/> tenants in common <input type="checkbox"/> in unequal shares | Witness | |

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

| | | |
|--|--|--|
| Land tax is adjustable | <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES | |
| GST - Taxable supply | <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES (input) <input type="checkbox"/> YES (as stated) | |
| Marginal scheme can be used in making the taxable supply | <input checked="" type="checkbox"/> NO <input type="checkbox"/> 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 8-5(b))
 - by a vendor who is neither registered nor required to be registered for GST (section 8-5(c))
 - GST-free because the sale is the supply of a going concern under section 39-32
 - GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-0
 - input taxed because the sale is of eligible residential premises (sections 40-85, 40-75(?) and 40-11)

| | |
|--|--------|
| HOLDER OF STRATA OR COMMUNITY TITLE RECORDS - Name, address and telephone number | |
| Name: | Phone: |
| Address: | |

2
List of Documents

Land – 2005 edition

| General | Strata or community title (clause 23 of the contract) |
|--|--|
| <input checked="" type="checkbox"/> 1 property certificate for the land | <input type="checkbox"/> 24 property certificate for strata common property |
| <input checked="" type="checkbox"/> 2 plan of the land | <input type="checkbox"/> 25 plan creating strata common property |
| <input type="checkbox"/> 3 unregistered plan of the land | <input type="checkbox"/> 26 strata by-laws not set out in legislation |
| <input checked="" type="checkbox"/> 4 plan of land to be subdivided | <input type="checkbox"/> 27 strata development contract or statement |
| <input type="checkbox"/> 5 document that is to be lodged with a relevant plan | <input type="checkbox"/> 28 strata management statement |
| <input checked="" type="checkbox"/> 6 section 149(2) certificate (Environmental Planning and Assessment Act 1979) | <input type="checkbox"/> 29 leasehold strata - lease of lot and common property |
| <input type="checkbox"/> 7 section 149(5) information included in that certificate | <input type="checkbox"/> 30 property certificate for neighbourhood property |
| <input checked="" type="checkbox"/> 8 sewerage connections diagram | <input type="checkbox"/> 31 plan creating neighbourhood property |
| <input type="checkbox"/> 9 sewer mains diagram | <input type="checkbox"/> 32 neighbourhood development contract |
| <input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract | <input type="checkbox"/> 33 neighbourhood management statement |
| <input type="checkbox"/> 11 section 88G certificate (positive covenant) | <input type="checkbox"/> 34 property certificate for precinct property |
| <input type="checkbox"/> 12 survey report | <input type="checkbox"/> 35 plan creating precinct property |
| <input type="checkbox"/> 13 section 317A certificate (certificate of compliance) | <input type="checkbox"/> 36 precinct development contract |
| <input type="checkbox"/> 14 building certificate given under legislation | <input type="checkbox"/> 37 precinct management statement |
| <input type="checkbox"/> 15 insurance certificate (Home Building Act 1989) | <input type="checkbox"/> 38 property certificate for community property |
| <input type="checkbox"/> 16 brochure or note (Home Building Act 1989) | <input type="checkbox"/> 39 plan creating community property |
| <input type="checkbox"/> 17 section 24 certificate (Swimming Pools Act 1982) | <input type="checkbox"/> 40 community development contract |
| <input type="checkbox"/> 18 lease (with every relevant modification or variation) | <input type="checkbox"/> 41 community management statement |
| <input type="checkbox"/> 19 other document relevant to tenancies | <input type="checkbox"/> 42 document disclosing a change of by-laws |
| <input type="checkbox"/> 20 title system document | <input type="checkbox"/> 43 document disclosing a change in a development or management contract or statement |
| <input type="checkbox"/> 21 Crown tenure card | <input type="checkbox"/> 44 document disclosing a change in boundaries |
| <input type="checkbox"/> 22 Crown purchase statement of account | <input type="checkbox"/> 45 certificate under Management Act – section 109 (Strata Schemes) or section 26 (Community Land) |
| <input type="checkbox"/> 23 Statutory declaration regarding vendor duty | |

WARNINGS

- 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

| | | |
|----------------------------------|---|---------------------------------------|
| AGL Gas Networks Limited | Government Business & Government Procurement | Public Works Dept |
| Council | Heritage Office | Roads & Traffic Authority |
| County Council | Infrastructure Planning and Natural Resources | Rural Lands Protection Board |
| East Australian Pipeline Limited | Land & Housing Corporation | Sustainable Energy Development |
| Education & Training Dept | Mine Subsidence Board | Telecommunications authority |
| Electricity authority | Owner of adjoining land | Water, sewerage or drainage authority |
| Environment & Conservation Dept | Primary Industries Department | |
| Fair Trading | RailCorp | |

if you think that any of these matters affects the property, tell your solicitor.
- A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 1967 or the Retail Leases Act 1994.
- If any purchase money is owing to the Crown, it may become payable when the transfer is registered.
- If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
- 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.
- The purchaser will usually have to pay stamp duty on this contract. The sale will also usually be a vendor duty transaction. If duty is not paid on time, a party may incur penalties.
- If the purchaser agrees to the release of deposit any rights in relation to the land (for example, the rights mentioned in clause 2.8) may be subject to the rights of other persons such as the vendor's mortgagee.
- The purchaser should arrange insurance as appropriate.

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 or mediation (for example mediation under the Law Society Mediation Guidelines).

AUCTIONS

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

2
List of Documents

Land – 2005 edition

| General | Strata or community title (clause 23 of the contract) |
|--|--|
| <input checked="" type="checkbox"/> 1 property certificate for the land | <input type="checkbox"/> 24 property certificate for strata common property |
| <input checked="" type="checkbox"/> 2 plan of the land | <input type="checkbox"/> 25 plan creating strata common property |
| <input type="checkbox"/> 3 unregistered plan of the land | <input type="checkbox"/> 26 strata by-laws not set out in legislation |
| <input checked="" type="checkbox"/> 4 plan of land to be subdivided | <input type="checkbox"/> 27 strata development contract or statement |
| <input checked="" type="checkbox"/> 5 document that is to be lodged with a relevant plan | <input type="checkbox"/> 28 strata management statement |
| <input checked="" type="checkbox"/> 6 section 149(2) certificate (Environmental Planning and Assessment Act 1979) | <input type="checkbox"/> 29 leasehold strata - lease of lot and common property |
| <input type="checkbox"/> 7 section 149(5) information included in that certificate | <input type="checkbox"/> 30 property certificate for neighbourhood property |
| <input checked="" type="checkbox"/> 8 sewerage connections diagram | <input type="checkbox"/> 31 plan creating neighbourhood property |
| <input type="checkbox"/> 9 sewer mains diagram | <input type="checkbox"/> 32 neighbourhood development contract |
| <input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract | <input type="checkbox"/> 33 neighbourhood management statement |
| <input type="checkbox"/> 11 section 89G certificate (positive covenant) | <input type="checkbox"/> 34 property certificate for precinct property |
| <input type="checkbox"/> 12 survey report | <input type="checkbox"/> 35 plan creating precinct property |
| <input type="checkbox"/> 13 section 317A certificate (certificate of compliance) | <input type="checkbox"/> 36 precinct development contract |
| <input type="checkbox"/> 14 building certificate given under legislation | <input type="checkbox"/> 37 precinct management statement |
| <input type="checkbox"/> 15 insurance certificate (Home Building Act 1980) | <input type="checkbox"/> 38 property certificate for community property |
| <input type="checkbox"/> 16 brochure or note (Home Building Act 1980) | <input type="checkbox"/> 39 plan creating community property |
| <input type="checkbox"/> 17 section 24 certificate (Swimming Pools Act 1982) | <input type="checkbox"/> 40 community development contract |
| <input type="checkbox"/> 18 lease (with every relevant memorandum of variation) | <input type="checkbox"/> 41 community management statement |
| <input type="checkbox"/> 19 other document relevant to tenancies | <input type="checkbox"/> 42 document disclosing a change of by-laws |
| <input type="checkbox"/> 20 old system document | <input type="checkbox"/> 43 document disclosing a change in a development or management contract or statement |
| <input type="checkbox"/> 21 Crown tenure card | <input type="checkbox"/> 44 document disclosing a change in boundaries |
| <input type="checkbox"/> 22 Crown purchase statement of account | <input type="checkbox"/> 45 certificate under Management Act section 109 (Strata Schemes) or section 25 (Community Land) |
| <input type="checkbox"/> 23 Statutory declaration regarding vendor duty | |

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:
- | | | |
|----------------------------------|---|---------------------------------------|
| AGL Gas Networks Limited | Government Business & Government Procurement | Public Works Dept |
| Council | Heritage Office | Roads & Traffic Authority |
| County Council | Infrastructure Planning and Natural Resources | Rural Lands Protection Board |
| East Australian Pipeline Limited | Land & Housing Corporation | Sustainable Energy Development |
| Education & Training Dept | Mine Subsidence Board | Telecommunications authority |
| Electricity authority | Owner of adjoining land | Water, sewerage or drainage authority |
| Environment & Conservation Dept | Primary Industries Department | |
| Fair Trading | RailCorp | |
- 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 1987 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it may become payable when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay stamp duty on this contract. The sale will also usually be a vendor duty transaction. If duty is not paid on time, a party may incur penalties.
7. If the purchaser agrees to the release of deposit any rights in relation to the land (for example, the rights mentioned in clause 2.8) may be subject to the rights of other persons such as the vendor's mortgagee.
8. The purchaser should arrange insurance as appropriate.

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 or mediation (for example mediation under the Law Society Mediation Guidelines).

AUCTIONS

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

WARNING SWIMMING POOLS

An owner of property on which a swimming pool is situated must ensure that the pool complies with the requirements of the *Swimming Pools Act 1992*. Penalties apply. Before purchasing a property on which a swimming pool is situated, a purchaser is strongly advised to ensure that the swimming pool complies with the requirements of that Act.

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.

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.

For example, as purchaser you should be satisfied that finance will be available at the time of completing the purchase (even if settlement might occur many months after signing this contract – in particular, if you are buying off the plan).

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

**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.

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.

For example, as purchaser you should be satisfied that finance will be available at the time of completing the purchase (even if settlement might occur many months after signing this contract - in particular, if you are buying off the plan).

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

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> | a bank as defined in the Banking Act 1959, the Reserve Bank or a State bank. |
| <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>depositholder</i> | vendor's agent (or if no vendor's agent is named in this contract, the vendor's solicitor) |
| <i>document of title</i> | document relevant to the title or the passing of title; |
| <i>GST Act</i> | A New Tax System (Goods and Services Tax) Act 1999 |
| <i>GST rate</i> | the rate mentioned in section 4 of A New Tax System (Goods and Services Tax) Imposition - General Act 1999 (10% as at 1 July 2000); |
| <i>legislation</i> | an Act or a by-law, ordinance, regulation or rule made under an Act; |
| <i>normally</i> | subject to any other provision of this contract; |
| <i>party</i> | each of the vendor and the purchaser; |
| <i>property</i> | the land, the improvements, all fixtures and the inclusions, but not the exclusions; |
| <i>regulation</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 party; |
| <i>settlement cheque</i> | an undorsed cheque made payable to the person to be paid and drawn from its own funds by: <ul style="list-style-type: none"> • a bank or • a banking society, credit union or other FCA institution as defined in Cheques Act 1986, that carries on business in Australia, or if authorised in writing by the vendor or the vendor's solicitor, some other cheque; |
| <i>solicitor</i> | in relation to a party, the party's solicitor or licensed conveyancer named in this contract or in a notice served by the party; |
| <i>terminate</i> | terminate this contract for breach; |
| <i>vendor duty</i> | vendor duty imposed under Chapter 4 of the Duties Act 1997. |
| <i>within</i> | in relation to a period, at any time before or during the period; |
| <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 property or any adjoining footpath or road. |

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 only by unconditionally giving cash (up to \$2 000) or a cheque to the depositholder or to the vendor, vendor's agent or vendor's solicitor for sending to the depositholder.
- 2.5 If any of the deposit is not paid on time or a cheque for any of the deposit is not honoured on presentation, the vendor can terminate. This right to terminate is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 and 3 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.6 and 3 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the bond 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, credit union or permanent building society 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 Payment of vendor duty out of the deposit

- 3.1 This clause applies only if this contract says the deposit can be used to pay vendor duty.
- 3.2 If the amount held by the depositholder (disregarding the value of any bond or guarantee) exceeds the amount of vendor duty, the parties direct the depositholder to release the amount of vendor duty on the following terms:
- 3.2.1 the depositholder is to draw a cheque ("the vendor duty cheque") in favour of the Office of State Revenue and in a form acceptable to the Office of State Revenue for payment of vendor duty;
- 3.2.2 the depositholder is not to draw that cheque earlier than 14 days before the completion date; and
- 3.2.3 the receipt of a letter from the vendor's solicitor requesting the vendor duty cheque will be sufficient authority for the depositholder to draw and release that cheque.
- 3.3 The vendor's solicitor will use the vendor duty cheque for the sole purpose of payment of the vendor duty relating to this transaction.
- 3.4 If this contract is not completed in circumstances that there is, or may be, no liability for vendor duty –
- 3.4.1 if the vendor duty cheque has been forwarded to the vendor's solicitor but has not been used to pay vendor duty, that cheque must be returned immediately to the depositholder for cancellation;
- 3.4.2 if the vendor duty cheque has been used to pay vendor duty –
- the amount of vendor duty is repayable upon demand;
 - the vendor must lodge an application for refund of vendor duty; and
 - the vendor irrevocably authorises the Office of State Revenue to pay to the depositholder the refund of vendor duty;
- 3.4.3 each party must do whatever else is necessary to ensure that the party whose funds were used to pay vendor duty receives the refund; and
- 3.4.4 rights under this clause continue even if the contract has been rescinded or terminated.

4 Transfer

- 4.1 Normally the purchaser must serve the form of transfer at least 14 days before the completion date.
- 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.
- 4.5 If this contract is exempt from vendor duty –
- 4.5.1 the vendor can (but does not have to) serve an application for exemption from vendor duty in the form satisfactory to the Office of State Revenue within 7 days after the contract date;
- 4.5.2 if that application is attached to this contract or has been provided to the purchaser before the contract date, the application is served on the contract date; and
- 4.5.3 if the vendor complies with clause 4.5.1
- the purchaser must have the form of transfer marked by the Office of State Revenue in relation to vendor duty before serving the form of transfer; and
 - on completion, the vendor must pay to the purchaser \$53.

5 Requisitions

- 5.1 If the purchaser is or becomes entitled to make a requisition, the purchaser can make it only by serving it
- 5.1.1 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 if it arises out of anything served by the vendor – within 21 days after the later of the contract date and that service; and
- 5.3 in any other case – within a reasonable time.

6 Error or misdescription

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

7 Claims by purchaser

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

- 7.1 the vendor can rescind if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price,
 - 7.1.2 the vendor serves notice of intention to rescind, and
 - 7.1.3 the purchaser does not serve notice waiving the claims within 14 days after that service, and
- 7.2 if the vendor does not rescind, the parties must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the depositholder until the claims are finalised or lapse,
 - 7.2.2 the amount held is to be invested in accordance with clause 2.9;
 - 7.2.3 the claims must be finalised by an arbitrator appointed by the parties or if an appointment is not made within 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a party (in the latter case the parties are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
 - 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
 - 7.2.5 not interest on the amount held must be paid to the parties in the same proportion as the amount held; 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.

8 Vendor's right to rescind

The vendor can rescind if –

- 8.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a requisition;
- 8.2 the vendor serves a notice of intention to rescind that specifies the requisition and those grounds; and
- 8.3 the purchaser does not serve a notice waiving the requisition within 14 days after that service.

9 Purchaser's default

If the purchaser does not comply with the 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 the 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, condenser, drain, 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 the contract (except a caveat, charge, mortgage 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 encumbering qualified title, or to join a plan of survey as regards limited title).

H

Land – 2005 edition

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 or time appointed for completion.

13 Goods and services tax (GST)

- 13.1 If this clause, enterprise, input tax credit, margin scheme, supply of a going concern, tax invoice and taxable supply have the same meanings as in the GST Act.
- 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, pay or expense of another party or pay an amount payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the party must adjust or pay or completion any GST added to or included in the amount; but
- 13.3.2 if this contract says this sale is a taxable supply, and payment would entitle the party to an input tax credit, the adjustment or payment is to be worked out by deducting any input tax credit to which the party receiving the adjustment is or was entitled and adding 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 completion date, 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 depositor 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, the depositor is to pay the retention sum to the purchaser; but
 - if the purchaser does not serve that letter within 3 months of completion, the depositor 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 would 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 or in respect 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.

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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 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 adjust 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 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 settled 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 Completion date

The parties must complete by the completion date 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 plus another 20% of that fee.
- 16.6 If the purchaser serves a land tax certificate showing a charge on any part of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.
- Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or settlement cheque, the price (less any deposit paid) and any other amount payable by the purchaser under this contract (less any amount payable by the vendor to 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 depositor 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 mortgage is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place, that place; or
 - 16.11.3 in any other case, the vendor's solicitor's address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the property on completion.
- 17.2 The vendor does not have to give vacant possession if

- 17.2.1 this contract says that the sale is subject to existing tenancies, and
 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation)
- 17.3 Normally the purchaser can claim compensation (before or after completion) or rescind if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the property before completion.
- 18.2 The purchaser must not before completion -**
- 18.2.1 set or pact 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 mentioned in Schedule J of the Supreme Court Rules 1970.
- 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 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 purchase signed and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, length 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 s173 of the Conveyancing Act 1919;
 20.6.5 served if it is sent by fax to the party's solicitor, unless 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 and 17 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 includes 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 page 1), etc, 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.

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

- 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 25th, 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 clause 2 (deposit).
- 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**
- 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, 'change' in relation to a scheme, means:
- a registered or registrable change from by laws set out in this contract or set out in legislation and specified in this contract;
 - a change from a development or management contract or statement set out in the contract; or
 - a change in the boundaries of common property.
- 'common property' includes association property for the scheme or any higher scheme.
- 'contributor' includes an amount payable under a by-law.
- '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.
- 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme.
- 'the property' includes any interest in common property for the scheme associated with the lot.
- '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 sinking fund.
- 23.3 Clauses 11, 14.8 and 14.4 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.
- 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 the 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 levied before the contract date (unless it relates to work not started by that date), even if it is payable by instalments;
- 23.6.2 the vendor is also liable for it to the extent it relates to work started by the owners corporation before the contract date; and
- 23.6.3 the purchaser is liable for all other contributions levied 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.
- 23.8 Normally, the purchaser cannot make a claim or requisition or request for a refund 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; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can request a –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme –
- a proportional unit entitlement for the lot is not disclosed in this contract; or
 - a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion; or
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme substantially disadvantages the purchaser and is not disclosed in this contract.
- 23.10 The purchaser must give the vendor 2 copies of a proper form of notice of the transfer of the lot 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 a certificate under section 109 Strata Schemes Management Act 1986 or section 25 Community Land Management Act 1989 in relation to the lot, the scheme or any higher scheme at least 7 days before the completion date.

- 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.
- 23.15 On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.16 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.17 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 authority.
- 23.18 If a general meeting of the owners corporation is convened before completion -
- 23.18.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.18.2 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 14.7 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 *notwithstanding*, the purchaser can claim compensation (before or after completion) if
- any of Parts 2 to 7 of the Retail Leases Act 1994 applies to the tenancy, unless this contract discloses that the tenancy commenced on or after 1 August 1994;
 - a disclosure statement required by the Act 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 Act.
- 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;
 - 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; and
- 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 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 to the tenant 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 that the obligation is disclosed in this contract and 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.
- 24.5 Rights under this clause continue after completion, whether or not other rights continue.

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 law or equity) 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 an office 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 when 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 registered 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) is restricted title land (and that cannot be transferred without consent under legislation).
- 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 If the legislation is the Western Lands Act 1901 each period in clause 27.6 becomes 90 days.
- 27.8 If the land or part is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 30 days after creation of a separate title for the lot
- 27.9 The completion date becomes the later of the completion date 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.
- 25.4 Either party can serve notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The completion date becomes the later of the completion date and 21 days after service of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to a 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;
 - 29.7.3 the completion date becomes the later of the completion date 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;
 - 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 completion date becomes the later of the completion date 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.

DRAFT CONTRACT FOR SALE 22-11-12

IMPORTANT NOTICE TO VENDORS AND PURCHASERS: The *Conveyancing Act 1979* (section 52A) and the *Conveyancing (Sale of Land) Regulation 2010* create significant rights and obligations affecting this Contract. You should refer to these provisions in conjunction with the preparation and signature of this Contract.

30 Status of special conditions

30.1 The preceding conditions of the Contract (clauses 1 – 20.9 inclusive) shall be read subject to the following special conditions (clauses 30 – 50.1 inclusive). If there is a conflict between the preceding conditions of the Contract (clauses 1-20.9 inclusive) and the following special conditions (clauses 30 – 50.1 inclusive), then the special conditions shall prevail.

30.2 Should any of the following special conditions be held contrary to law, void or unenforceable, then any such special condition shall be read down to the minimum extent necessary for its preservation. In the event that special condition cannot be read down then it shall be severed from this Contract and the other conditions shall remain of full force and effect.

30.3 The "contra preferentem" rule will not apply to the following special conditions. For avoidance of doubt, the identity of the party responsible for drafting these special conditions shall not affect the construction of these special conditions.

31 No binding Contract prior to exchange

31.1 The parties agree that, unless the parties expressly waive this requirement in writing, this Contract shall not be binding on the parties at law or in equity until:-

31.1.1 a counterpart copy of this Contract executed by the Purchaser has been delivered to the Vendor (or to the Vendor's solicitor), and vice-versa; or

31.1.2 there exists a single copy of this Contract executed by both parties, whichever is the earliest.

32 Exclusion of Pre-Contractual Representations

32.1 This Contract constitutes the entire agreement between the Vendor and the Purchaser relating to the sale of the property.

32.2 The parties have not entered into oral and not bound by any collateral or other agreement, apart from this Contract.

32.3 The parties are not bound by any warranty, representation, collateral agreement or implied term under the general law or imposed by legislation unless:

32.3.1 such warranty, representation, agreement or term is contained in the express terms of this Contract; or

32.3.2 it is an implied term or warranty imposed by statute which is mandatory and cannot be excluded by the parties' agreement.

32.4 The Purchaser acknowledges that the Purchaser, when entering into this Contract, relied exclusively on the following matters, independently of any statements, inducements or representations made by or on behalf of the Vendor:-

32.4.1 the inspection of and investigations relating to the land made by or on behalf of the Purchaser, such investigations including but not limited to investigations concerning the effect of consents and approvals granted or issued in respect of the property under the *Environmental Planning and Assessment Act 1979*;

32.4.2 the warranties and representations expressly contained in this Contract;

32.4.3 the skill and judgment of the Purchaser, its consultants and its representatives; and

32.4.4 opinions or advice obtained by the Purchaser independently of the Vendor or of the Vendor's councillors, employees or delegates.

33 Amendments to preceding conditions

33.1 The preceding conditions of this Contract are amended in accordance with the subclauses of this clause 33.1.

33.1.1 Clauses 2.1 – 2.9 (inclusive) are deleted, and the parties note clause 38.

33.1.2 Clause 5.3 is amended by deleting "a reasonable time" and substituting "with a 28 days of the Purchaser first becoming aware of the matter giving rise to the entitlement to make the requisition".

33.1.3 Clause 7.1.1 is amended by deleting "3%" and substituting "1%".

33.1.4 Clause 7.2.1 is amended by deleting "10%" and substituting "1%".

33.1.5 Clause 10.1.6 is amended by inserting "or any obligation imposed by any consent or approval issued by any consent authority pursuant to the *Environmental Planning and Assessment Act 1979*" after the phrase "Council grant".

33.1.6 Clause 15 is deleted, and the parties note clause 34.

33.1.7 Clause 16.5 is amended by deleting the words ", plus another 20% of that fee".

33.1.8 Clause 16.8 is deleted.

33.1.9 Clauses 16.11, 16.12 and 16.13 are deleted, and the parties note clause 35.

33.1.10 Clause 18 is deleted.

33.1.11 Clause 22 is deleted and the parties note clause 46.

33.1 32 Clause 23 is deleted

33.1 33 Clause 23.2 is amended by deleting "6 months" and substituting "18 months"

34 Default in completion

34.1 Should completion not occur on or before the Completion date then either party shall be entitled to serve on the other party a Notice to Complete requiring completion of the Contract on a date not less than fourteen days from the date of service. As and from the date of service of a Notice to Complete, the time allowed for completion shall be of the essence of the Contract and Clause 21.6 shall not apply.

34.2 Should the Purchaser not complete by the completion date without default by the Vendor, then the Vendor is entitled to recovery from the Purchaser, as liquidated damages payable on completion: -

34.2.1 Interest on the balance of purchase money at the rate of 12.5% per annum calculated at a daily rate from the original completion date to the actual date of completion

34.2.2 The sum of \$320,000, being an agreed estimate of the costs and other expenses incurred or likely to be incurred by the Vendor in consequence of the delay

35 Completion address

35.1 The parties must complete at such place in New South Wales as may be nominated in writing by the Vendor and the Vendor shall not be liable to reimburse the Purchaser for any costs incurred by the Purchaser in consequence of the location of the place so nominated. If no place is nominated then the parties shall complete at the Vendor's solicitor's address.

35.2 If the Purchaser requests that completion occur at a specified place, and the Vendor agrees, then the Purchaser shall pay to the Vendor the Vendor's reasonable costs of completing at that place, including any costs charged to the Vendor by any settlement agent or any other third party.

36 Requisitions on title

36.1 If the zoning of the land is such that one or more of the standard forms of requisitions on title distributed by the Law Society of New South Wales is intended to apply to the land, then the Purchaser may not rely on the Vendor's response, or failure to respond, to any alternative requisitions in order to make any claim or rescind this Contract. For the avoidance of doubt the standard forms referred to in this clause include those forms styled:

36.1.1 *Requisitions on Commercial Property - 2006;*

36.1.2 *Requisitions on Strata Title (Residential) Property - 2005*

36.1.3 *Requisitions on Rural Land - 2006;* and

36.1.4 *Requisitions on Residential Property - 2005,*

and any forms substituted for or superseding those forms.

36.2 If the zoning of the land is such that Clause 36.1 does not apply (for example if the land is zoned solely for industrial use), then the Purchaser may not rely on the Vendor's response, or failure to respond, to requisitions of the following nature in order to make any claim or rescind this Contract:

36.2.1 Requisitions concerning the connection of rainwater/storm water pipes to a sewer or other conduit.

36.2.2 Requisitions concerning third party claims against the Vendor which have not attached to the land; and

36.2.3 Requisitions purporting to require the provision of certificates relating to the land, including building, occupation and insurance certificates, unless otherwise required by the Contract or for the purpose of calculating settlement figures.

37 Warranty as to agent

37.1 The Purchaser warrants that the Purchaser was not introduced to the Vendor or the property by any real estate agent and the Purchaser indemnifies the Vendor: -

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

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

37.2 The indemnities in clause 37.1 shall continue after termination of this Contract and shall not merge on completion.

38 Deposit

38.1 The Purchaser must pay the deposit of \$100,000.00 by way of the following four payments, where the time allowed for payment is of the essence of the Contract and to which clause 21.6 shall not apply:

38.1.1 \$10,000.00 to be paid on the Contract date; and

38.1.2 \$30,000.00 to be paid on or before 2 March 2013; and

38.1.3 \$30,000.00 to be paid on or before 2 December 2013; and

38.1.4 \$30,000.00 to be paid on or before 2 December 2014.

38.2 Each of the payments referred to in clause 38.1 are to be paid to the Vendor by way of a settlement cheque (as defined in clause 1 of the Contract).

- 38.3 If the Purchaser fails to comply with any of its obligations under clause 38.1 then
- 38.3.1 The whole of the deposit becomes immediately due to the Vendor as at the date of such failure; and
- 38.3.2 In addition to the recovery of any unpaid part of the deposit, the Vendor is entitled to recover from the Purchaser, as liquidated damages payable to the Vendor interest at the rate of 12.5% per annum (calculated at a daily rate) on the balance of any unpaid part of the deposit from the date of that failure.
- 38.4 If any of the deposit is not paid on time the Vendor may terminate. This right to terminate is lost as soon as the deposit and any other amount due to the Vendor under clause 38.3 is paid in full.
- 38.5 The Purchaser agrees that notwithstanding any other provision in this Contract:
- 38.5.1 All deposit monies received by the Vendor are irrevocably released to the Vendor upon the receipt of those monies by the Vendor and may be thereafter retained by the Vendor without any requirement for any further authority or consent from the Purchaser other than as contained in this clause 38.5.1; and
- 38.5.2 In the event this Contract is terminated or rescinded any part of the deposit that has not been paid to the Vendor as at the date of termination or rescission becomes immediately payable and due to the Vendor by the Purchaser.
- This clause 38.5 shall continue after termination or rescission of this Contract.
- 39 Acceptance of present condition**
- 39.1 The Purchaser acknowledges that it is purchasing the property in its present condition and state of repair (both patent and latent) and subject to any infestation, contamination and dilapidation, and whether or not affected by insect or pest and whether or not any of the improvements upon the property are subject to or insured under the provisions of the *Builders Licensing Act 1971* (NSW), the *Home Building Act 1989* (NSW) or the *Building Services Corporation Act 1989* (NSW), and the Purchaser will raise no objection, requisition or claim for compensation in respect of such matters. For the purposes of this clause 39.1 the term "contamination" has the same meaning as in s 5(1) of the *Contaminated Land Management Act 1997*.
- 40 Survey report**
- 40.1 If a survey report of the property is annexed to this Contract, the Purchaser acknowledges having inspected the survey report and agrees that no objection, requisition or claim for compensation shall be made in relation to any matter referred to in the survey report.
- 41 Status of Purchaser**
- 41.1 Without in any manner negating, limiting or restricting any rights or remedies available to either party at law or in equity had this clause not been included, should the Purchaser become insolvent or appoint or suffer the appointment of a receiver, receiver/manager, voluntary administrator or liquidator, then the Vendor may rescind at any time thereafter.
- 42 Status of Vendor**
- 42.1 The Purchaser shall not raise any objection or make any claim or requisition or be entitled to rescind by reason that:
- 42.1.1 the Vendor is presently or may in future become insolvent or subject to external administration; and/or
- 42.1.2 the Vendor is proposed to be the subject of amalgamation with any other local council.
- 43 Title**
- 43.1 A sufficient statement of the Vendor's title shall be deemed to be included in the description of the property on the first page of the Contract and such statement shall have been deemed to have been given at the date of making this Contract.
- 44 Corporate purchaser**
- 44.1 In the event of the Purchaser purporting to be a company, each of the persons in the presence of whom the common seal of the Purchaser purports to have been affixed (or, in the event the Contract is not signed under common seal, each person who signs on behalf of the Purchaser):
- 44.1.1 warrants that the company has been incorporated and exists at law and agrees that he or she shall be personally liable under this Contract, both jointly and severally, as if he or she were named as a Purchaser; and
- 44.1.2 guarantees (jointly and severally) the due performance of the Purchaser in relation to its obligations pursuant to the terms of this Contract in every respect as if he or she had personally entered into this Contract himself/herself.
- 45 Sale not subject to finance**
- 45.1 The Purchaser agrees and acknowledges that it shall not be entitled to terminate this Contract on any ground relating to non-availability of credit or finance.
- 46 Boundary Fence**
- 46.1 No objection, requisition or claim for compensation shall be made by the Purchaser if it should be found that any boundary of the property is not fenced or that any boundary fence or wall shall not be upon or within such boundary.

47 Completion

47.1 Where a Notice to Complete is issued, the parties agree that compliance with the time for completion of this Contract as stipulated in that Notice is an essential term of this Contract.

48 Foreign Acquisitions and Takeovers Act 1975

48.1 The Purchaser warrants that

48.1.1 as at the date of this Contract the Commonwealth Treasurer had not issued any order under the *Foreign Acquisitions and Takeovers Act 1975 (Cth)* to the Purchaser or any of its directors or shareholders that would have the effect of prohibiting the Purchaser from entering into this Contract or meeting its obligations under this Contract; and

48.1.2 the Purchaser is not a "foreign person" for the purposes of the *Foreign Acquisitions and Takeovers Act 1975 (Cth)*; and

48.1.3 the purchase of the property by the Purchaser does not require approval under the *Foreign Acquisitions and Takeovers Act 1975 (Cth)*.

The warrant so provided by this clause 48.1 shall continue after completion, termination or rescission of this Contract.

48.2 The Purchaser indemnifies the Vendor against any loss, damage, penalty, claim or costs incurred or suffered as a result of any breach of the warranties provided by the Purchaser to the Vendor. The indemnities provided by this clause 48.2 shall continue after completion, termination or rescission of this Contract.

48.3 Notwithstanding any other provision of this Contract, the Purchaser acknowledges that the Vendor intends to notify the Foreign Investment Review Board of the terms of this Contract and may provide to that Board any information that the Board may require concerning this Contract and matters related to this Contract. The Purchaser cannot make any claim or requisition in respect to the Vendor's dealings with the Foreign Investment Review Board concerning this Contract.

48.4 The Purchaser must notify the Vendor of any order given to it by the Commonwealth Treasurer under Part II of the *Foreign Acquisitions and Takeovers Act 1975 (Cth)* and provide the Vendor with a copy of each such order within 24 hours of any such order being served on the Purchaser. This is of the essence of the Contract and to which clause 21.6 shall not apply.

48.5 The Purchaser must not, without the prior written consent of the Vendor, enter into any arrangement that would entitle the Commonwealth Treasurer to issue an order to the Purchaser or any of the Purchaser's shareholders under Part II of the *Foreign Acquisitions and Takeovers Act 1975 (Cth)* to the Purchaser.

48.6 If the Purchaser has obtained all necessary approvals under the *Foreign Acquisitions and Takeovers Act 1975 (Cth)* in respect to any arrangement subject to clause 48.5 then the Vendor can not unreasonably refuse to give its consent to the Purchaser entering into that arrangement.

48.7 If the Purchaser has not obtained all necessary approvals under the *Foreign Acquisitions and Takeovers Act 1975 (Cth)* in respect to any arrangement subject to clause 48.5 then the Vendor can, in its absolute discretion, refuse to give its consent to the Purchaser entering into that arrangement.

48.8 The Vendor may terminate this Contract if the Purchaser fails to comply with its obligations under clauses 48.1, 48.2, 48.4 and 48.5.

49 Termination

49.1 Notwithstanding any other provision in this Contract, the Purchaser may at any time prior to the Completion date terminate this Contract by giving the Vendor written notice of such termination not less than 14 days prior to such termination.

50 GST

50.1 The parties acknowledge that the Contract Price of \$14,000,000.00 set out on page 1 of this Contract includes GST of \$1,000,000.00.

The parties agree to the foregoing special conditions (clauses 50 – 50.1 inclusive)

.....
Vendor

.....
Purchaser

.....
Vendor's witness

.....
Purchaser's witness

Section 52A, Conveyancing Act 1919
Clause 4 (Schedule 1, Item 15), Conveyancing (Sale of Land) Regulation 2005

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.

Search Results

Page 1 of 2



LPI On-Line

Searchlink 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.

Information provided through the Searchlink approved LPI NSW Information Broker

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

PLANS: 2/1007500

| SEARCH DATE | TIME | EDITION NO | DATE |
|-------------|---------|------------|----------|
| 16/11/2012 | 1:21 PM | 1 | 8/3/2008 |

LAND

LOT 3 IN DEPOSITED PLAN 1007500
 AT WARRERVILLE
 LOCAL GOVERNMENT AREA WYONG
 PARISH OF MUMMORAH COUNTY OF NORTHUMBERLAND
 PARISH OF WYONG COUNTY OF NORTHUMBERLAND
 TITLE DIAGRAM DP1007500

FIRST SCHEDULE

THE COUNCIL OF THE SHIRE OF WYONG

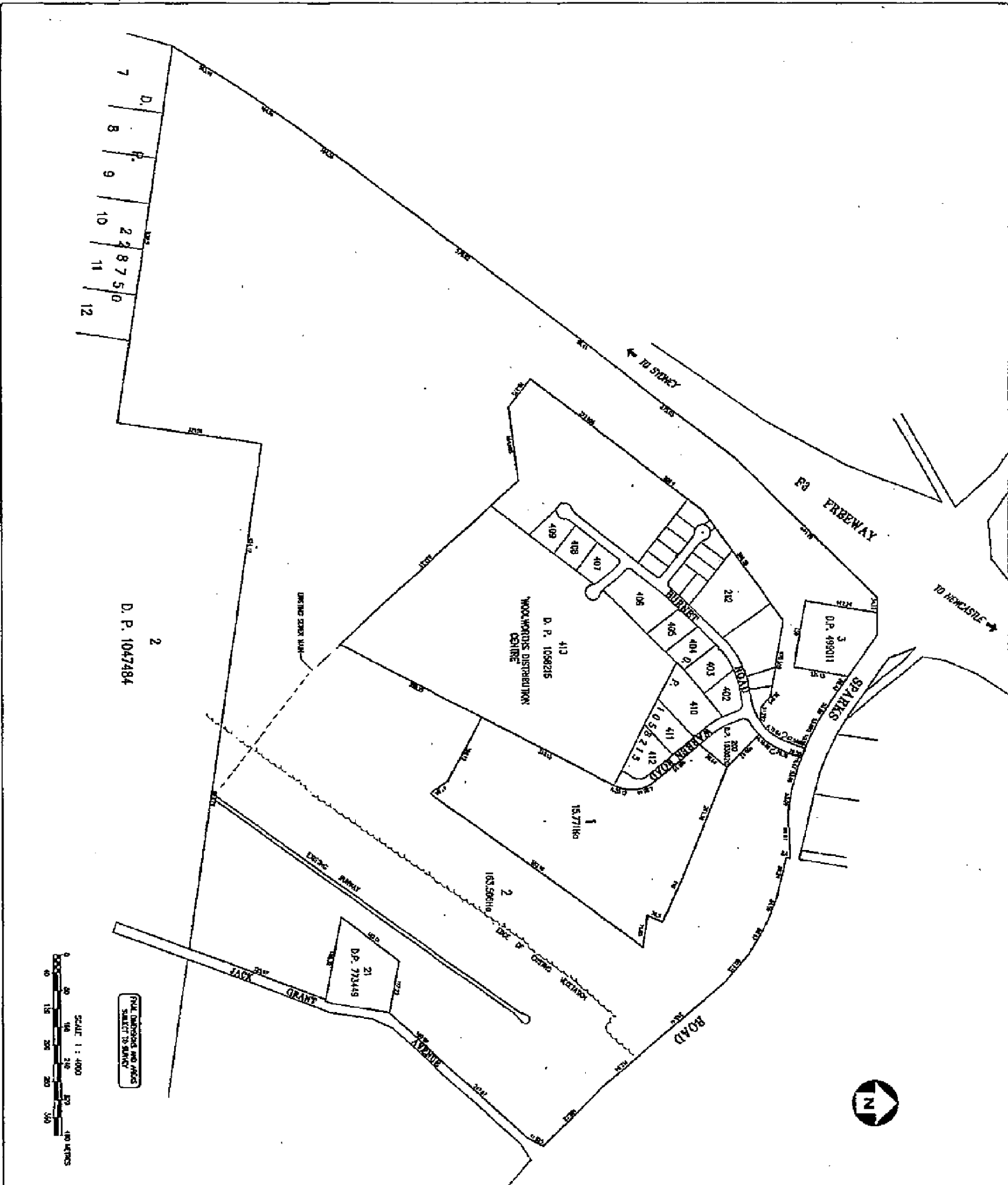
SECOND SCHEDULE (8 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (SEE CROWN GRANT(S))
- 2 EXCEPTING LAND BELOW A DEPTH FROM THE SURFACE OF 15.24 METRES AFFECTING THE PART(S) SHOWN SO INDICATED IN THE TITLE DIAGRAM
- 3 LAND EXCLUDES MINERALS (S.171 CROWN LANDS ACT 1989) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 S607207 PIPELINE EASEMENT AFFECTING THE PART OF THE LAND WITHIN DESCRIBED SHEET SO BURDENED IN SHEET 51 IN DP499014
- 5 E966931 RESTRICTION(S) ON THE USE OF LAND AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 S594431 PIPELINE EASEMENT AFFECTING PART OF THE LAND ABOVE DESCRIBED SHOWN SO BURDENED IN SHEET 51 IN DP499014
- 7 E966934 RESTRICTION(S) ON THE USE OF LAND AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 8 DP1110374 EASEMENT FOR GAS MAIN AND ASSOCIATED APPARATUS 5 METRES WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1110374

NOTATIONS

DP1164758 NOTE: PLAN OF PROPOSED EASEMENT
 UNREGISTERED DEALINGS: NIL

<http://www.21risearch.com.au/searchlinkLTO.nsf/Search+Results/84AA1320676ED5...> 16/11/2012



| | | | |
|---|-----------------------------------|---|-----------------------------------|
| <p>CLIENT</p> <p>WYONG SHIRE COUNCIL 100 York Street Wyong NSW 2269 Phone (02) 4333 2333 Fax (02) 4333 2334 Email info@wyong.nsw.gov.au www.wyong.nsw.gov.au</p> | | <p>ONE RELIANT DRIVE 100 DUNDY ROAD TUGGERAH NSW 2258 Phone (02) 4331 2333 Fax (02) 4331 1524 Mobile (02) 4331 2339 Email one.reliant@one.net.au www.one.net.au</p> | |
| <p>PROJECT</p> <p>PLAN OF PROPOSED SUBDIVISION OF LOT 3 IN D.P. 1007500 WARREN ROAD, WARRNEVILLE</p> | | | |
| <p>PROPOSED TITLE</p> <p>PROPOSED SUBDIVISION PLAN</p> | | | |
| <p>DATE</p> <p>2008/0</p> | <p>SCALE</p> <p>1:4000</p> | <p>DATE</p> <p>2008/0</p> | <p>SCALE</p> <p>1:4000</p> |
| <p>DATE</p> <p>2008/0</p> | <p>SCALE</p> <p>1:4000</p> | <p>DATE</p> <p>2008/0</p> | <p>SCALE</p> <p>1:4000</p> |

PLAN FORM 2

SIGNATURE AND SEALS ONLY

Plan Drawing only to appear in this space

DP1007500

Registered 18.11.1999

CA SEE CERTIFICATE

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: U3620-7-1-B

Unit Plan: DP238941, DP239075, DP239121, DP239173, DP239225, DP239277, DP239329, DP239381, DP239433, DP239485, DP239537, DP239589, DP239641, DP239693, DP239745, DP239797, DP239849, DP239901, DP239953, DP240005, DP240057, DP240109, DP240161, DP240213, DP240265, DP240317, DP240369, DP240421, DP240473, DP240525, DP240577, DP240629, DP240681, DP240733, DP240785, DP240837, DP240889, DP240941, DP240993, DP241045, DP241097, DP241149, DP241201, DP241253, DP241305, DP241357, DP241409, DP241461, DP241513, DP241565, DP241617, DP241669, DP241721, DP241773, DP241825, DP241877, DP241929, DP241981, DP242033, DP242085, DP242137, DP242189, DP242241, DP242293, DP242345, DP242397, DP242449, DP242501, DP242553, DP242605, DP242657, DP242709, DP242761, DP242813, DP242865, DP242917, DP242969, DP243021, DP243073, DP243125, DP243177, DP243229, DP243281, DP243333, DP243385, DP243437, DP243489, DP243541, DP243593, DP243645, DP243697, DP243749, DP243801, DP243853, DP243905, DP243957, DP244009, DP244061, DP244113, DP244165, DP244217, DP244269, DP244321, DP244373, DP244425, DP244477, DP244529, DP244581, DP244633, DP244685, DP244737, DP244789, DP244841, DP244893, DP244945, DP244997, DP245049, DP245101, DP245153, DP245205, DP245257, DP245309, DP245361, DP245413, DP245465, DP245517, DP245569, DP245621, DP245673, DP245725, DP245777, DP245829, DP245881, DP245933, DP245985, DP246037, DP246089, DP246141, DP246193, DP246245, DP246297, DP246349, DP246401, DP246453, DP246505, DP246557, DP246609, DP246661, DP246713, DP246765, DP246817, DP246869, DP246921, DP246973, DP247025, DP247077, DP247129, DP247181, DP247233, DP247285, DP247337, DP247389, DP247441, DP247493, DP247545, DP247597, DP247649, DP247701, DP247753, DP247805, DP247857, DP247909, DP247961, DP248013, DP248065, DP248117, DP248169, DP248221, DP248273, DP248325, DP248377, DP248429, DP248481, DP248533, DP248585, DP248637, DP248689, DP248741, DP248793, DP248845, DP248897, DP248949, DP249001, DP249053, DP249105, DP249157, DP249209, DP249261, DP249313, DP249365, DP249417, DP249469, DP249521, DP249573, DP249625, DP249677, DP249729, DP249781, DP249833, DP249885, DP249937, DP250000

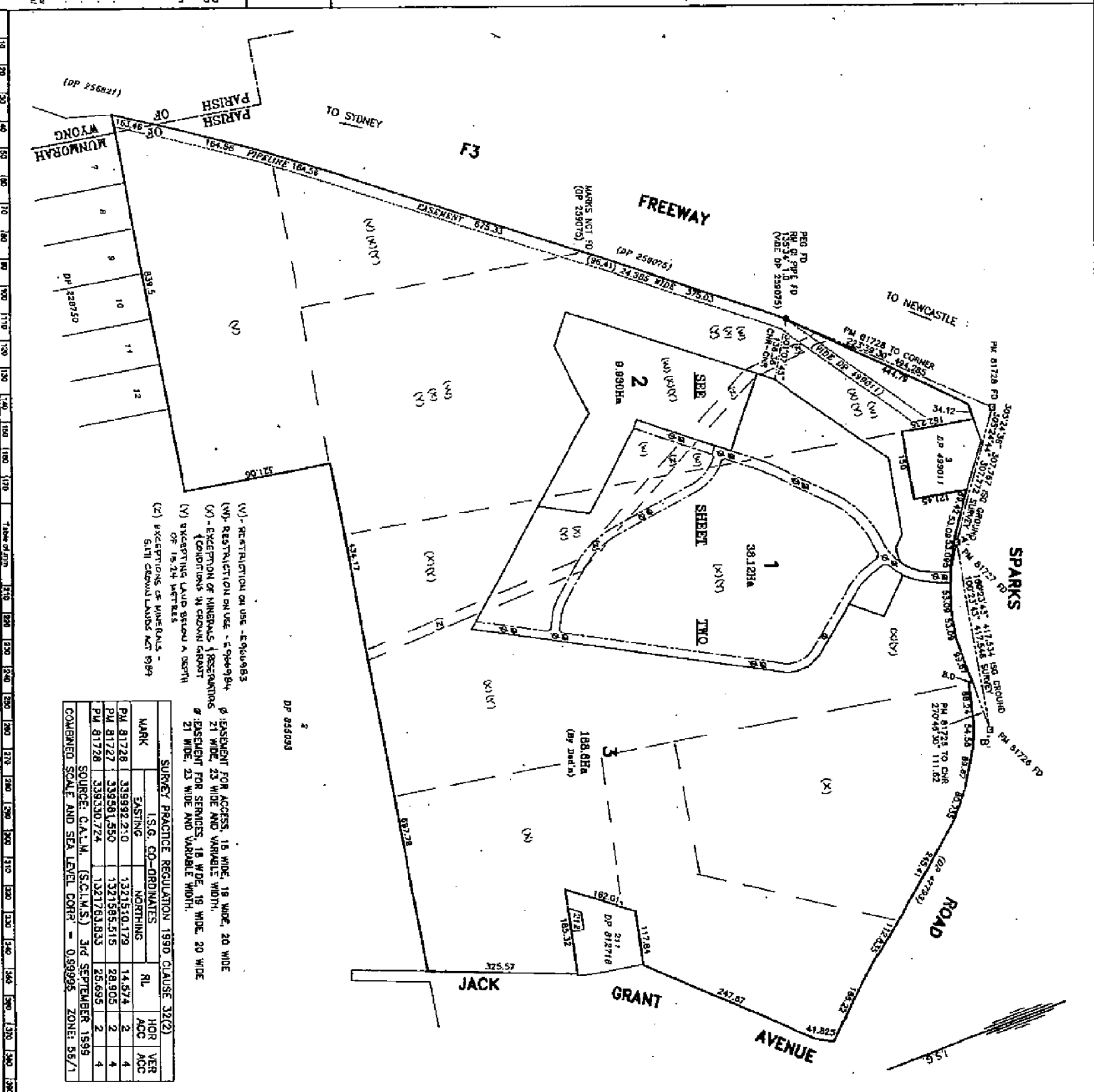
PLAN OF SUBDIVISION OF PL LOT 1
PT LOT 2, PT LOT 3 AND PT LOT 4
IN DP 238941, LOTS 13 AND 15
IN DP 239221, LOT 1 IN DP 239075,
PT LOT 24 IN DP 239281, LOT 12
IN DP 239250, LOT 1 IN DP 239449,
LOT 2 IN DP 239408 AND LOT 1 IN
DP 239083.
Lengths are in metres. Area in ha: 6.000

L.O.A. WYONG
Locality: WARNERVILLE
Parish: MUMMORAH/WYONG
County: NORTHUMBERLAND

This is sheet 1 of my plan in 2 sheets.
(Delete if applicable).
1. SURVEYOR (PRACTICE) REGISTRATION 1596
ROBERT J. PANISON
of PO BOX 5, WYONG, NSW 2258
A surveyor registered under the Survey Act 1978, hereby certifies that the survey represented in this plan was made in accordance with the Survey Act 1978 and the Survey Regulations 1988 and was completed on 17/11/12.
The survey was made in accordance with the Survey Act 1978 and the Survey Regulations 1988.

Plans used in preparation of survey/development:
DP 47793 DP 48901 DP 812718
DP 228750 DP 532451 DP 514016
DP 238941 DP 203250 DP 855093
DP 235071 DP 216735
DP 238075 DP 723459

PANEL FOR USE ONLY for equipment of provision to create public roads, to create public reserves, drainage reserves, easements, public rights on the use of land or public easements.
Pursuant to section 88B of the Conveyancing Act 1919 it is intended to create:
1. EASEMENT FOR ACCESS, 18 WIDE, 19 WIDE AND 20 WIDE
2. EASEMENT FOR ACCESS, 18 WIDE, 19 WIDE, 20 WIDE AND VARIABLE WIDTH.
3. EASEMENT FOR SERVICES, 18 WIDE, 19 WIDE, 20 WIDE AND VARIABLE WIDTH.



WARRANTY: CREATING OR FOLDING WILL LEAD TO REFLECTION

| MARK | I.S.G. CO-ORDINATES | | R/L | HOR ACC | VER ACC |
|----------|---------------------|-------------|--------|---------|---------|
| | EASTING | NORTHING | | | |
| PM 81728 | 339392.210 | 1321510.179 | 14.574 | 2 | 4 |
| PM 81727 | 339381.750 | 1321585.515 | 28.905 | 2 | 4 |
| PM 81726 | 339330.724 | 1321783.833 | 26.695 | 2 | 4 |

SOURCE: C.A.L.M. (S.C.I.M.S.) 3rd SEPTEMBER 1989
COMBINED SCALE AND SEA LEVEL CORR = 0.99995 ZONE: 58/1

Crown Lands Office Approval

Land Under: Antiquities Other

File No.:

File Book:

Subdivision Certificate

Consent Authority: **SEADRILLING** at all outcrops

Date of endorsement: **13.10.1998**

Subdivision Certificate No.: **6913**

Note: The plan is to be lodged electronically at the Land Titles Office. It must be accompanied by a signature in an electronic or digital format approved by the Registrar General.

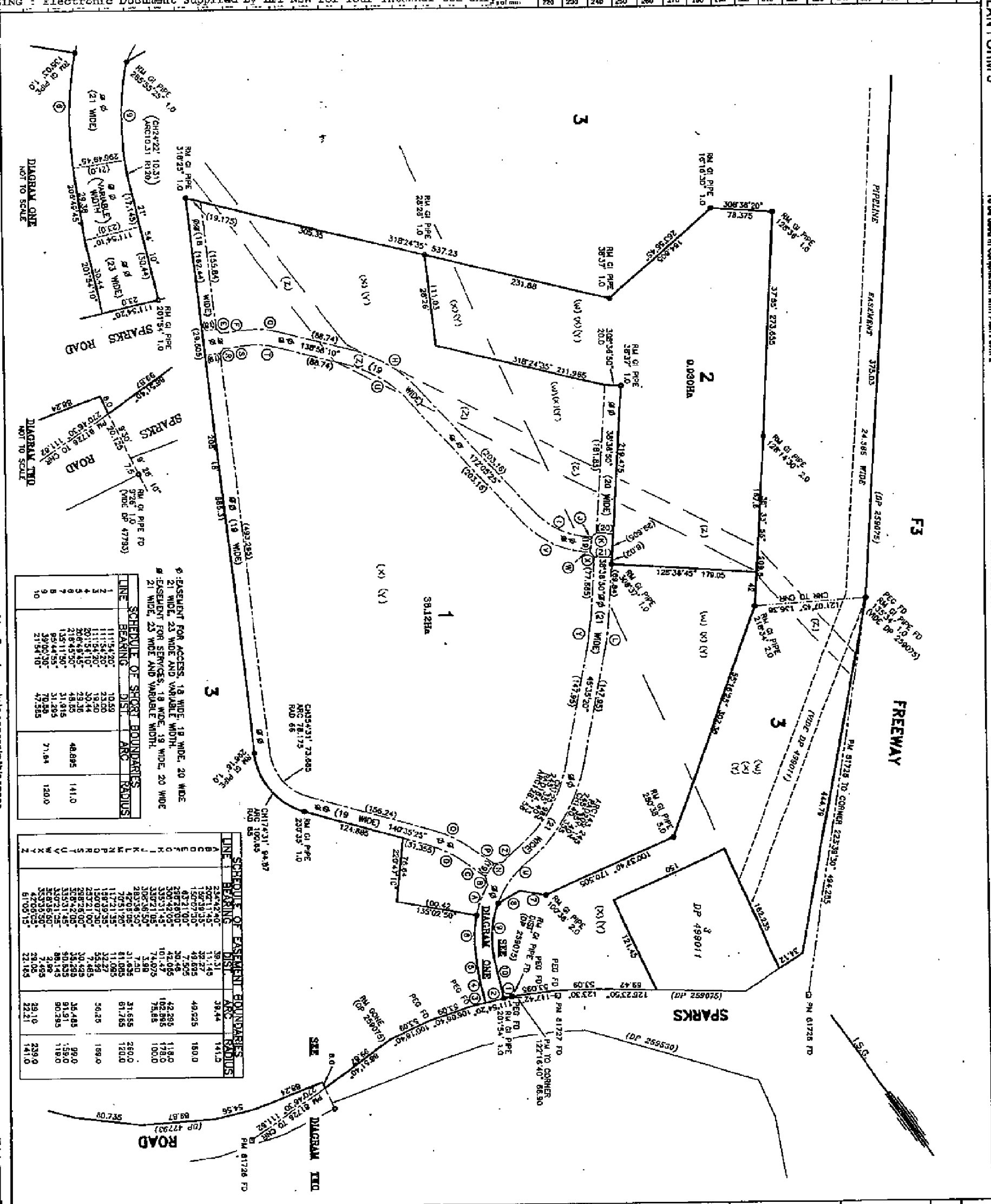
Surveyors Reference: H-14-6 Op 3

PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

WARNING: Electronic Document Supplied by LPI NSW for Your Internal Use Only



φ EASEMENT FOR ACCESS, 18 WIDE, 19 WIDE, 20 WIDE
 21 WIDE, 23 WIDE AND VARIABLE WIDTH, 19 WIDE, 18 WIDE, 20 WIDE
 # EASEMENT FOR SERVICES, 18 WIDE, 19 WIDE, 18 WIDE, 20 WIDE
 21 WIDE, 23 WIDE AND VARIABLE WIDTH.

| LINE | BEARING | DIST | ARC | RADIUS |
|------|-----------|-------|-------|--------|
| 1 | 111.54.20 | 10.50 | | |
| 2 | 111.54.20 | 23.00 | | |
| 3 | 111.54.20 | 20.44 | | |
| 4 | 207.54.10 | 23.00 | | |
| 5 | 207.54.10 | 23.00 | | |
| 6 | 218.43.20 | 23.00 | | |
| 7 | 158.11.50 | 21.20 | | |
| 8 | 59.04.30 | 21.50 | | |
| 9 | 59.04.30 | 47.55 | | |
| 10 | 21.54.10 | 21.50 | | |
| | | | 71.94 | 141.0 |
| | | | | 120.0 |

| LINE | BEARING | DIST | ARC | RADIUS |
|------|-----------|--------|-----|--------|
| A | 234.42.40 | 38.44 | | |
| B | 202.14.35 | 37.17 | | |
| C | 158.07.30 | 49.63 | | |
| D | 43.21.00 | 7.50 | | |
| E | 288.28.00 | 20.48 | | |
| F | 308.42.05 | 42.05 | | |
| G | 338.31.45 | 101.47 | | |
| H | 338.31.45 | 74.07 | | |
| I | 218.38.20 | 7.28 | | |
| J | 42.01.50 | 31.48 | | |
| K | 70.51.20 | 81.65 | | |
| L | 11.08.5 | 11.08 | | |
| M | 11.08.5 | 30.25 | | |
| N | 32.27 | 35.48 | | |
| O | 150.07.00 | 37.48 | | |
| P | 58.24.00 | 38.28 | | |
| Q | 58.24.00 | 91.91 | | |
| R | 33.03.45 | 80.14 | | |
| S | 33.03.45 | 90.29 | | |
| T | 38.63.00 | 9.98 | | |
| U | 38.63.00 | 7.45 | | |
| V | 42.08.25 | 23.05 | | |
| W | 42.08.25 | 23.10 | | |
| X | 81.09.15 | 42.08 | | |
| Y | 81.09.15 | 22.12 | | |
| Z | 81.09.15 | 22.12 | | |

DP1007500

Registered: 18.11.1999

This plan is a copy of the original plan of 2 sheets dated 8/10/1999

Surveyor registered under Surveyors Act 1998

This is sheet 2 of the plan of 2 sheets dated 8/10/1999.

13.10.1999.

General Manager/Authorized Person

Reduction Ratio: 1:3000

Doc: WYONG / 2012/DP 1007500 / Rev: 13 / Rev: 13/11/12 / Status: OK / Pts: 22-Dec-2010 10:04 / Page: 1 of 1
 WARNING: Electronic Document Supplied By LPI NSW for Your Internal Use Only

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS
 ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO
 SECTION 88B CONVEYANCING ACT 1919**

LENGTHS ARE IN METRES

(Sheet 1 of 3 Sheets)

DP1007500

PART 1

Subdivision of Part Lot 1, Part Lot 2,
 Part Lot 3 and Part Lot 4 in DP
 239891, Lots 13 and 15 in DP 255821,
 Lot 1 in DP 259075, Part Lot 24 in DP
 539361, Lot 12 in DP 605250, Lot 101
 in DP 716736, Lot 23 in DP 773449,
 Lot 2 in DP 854018 and Lot 1 in DP
 855093

Full name and address of proprietor
 of the land

Wyong Shire Council of
 16 Hely Street Wyong

1. Identity of easement
 firstly referred to in the
 abovementioned plan

Easement for access
 18 wide, 19 wide, 20 wide,
 21 wide, 23 wide and variable width

Schedule of lots etc affected

Lots burdened

Authority Benefited

1

Wyong Shire Council

2. Identity of easement secondly
 referred to in the
 abovementioned plan

Easement for access
 18 wide, 19 wide, 20 wide,
 21 wide, 23 wide and variable width

Schedule of lots etc affected

Lots burdened

Lots Benefited

1

2
 3

3. Identity of easement
 thirdly referred to in
 the abovementioned plan

Easement for services
 18 wide, 19 wide, 20 wide,
 21 wide, 23 wide and variable width

TOO HEAVY TO CONFIRM WITH THE LOCAL

Doc:DP1007500 (Doc ID: 1007500 & /Rev:19-Nov-1999 /Site:GR.LK /Ver:27 Dec-2000 10:04 /Doc.ACL /Seq:2 of 3
 MARKING : Electronic Document Supplied by LPT NSW Govt (Internal Use Only)

- 2 -

INSTRUMENT SETTING OUT TERMS OF EASEMENTS
 ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO
 SECTION 88B CONVEYANCING ACT 1919

DP1007500

(Sheet 2 of 3 sheets)

Schedule of lots etc affected

| <u>Lots burdened</u> | <u>Name of Authority Benefited</u> |
|----------------------|------------------------------------|
| 1 | Wyang Shire Council |

PART 2

1. Terms of Easement firstly referred to in the abovementioned plan

Full and free right for Wyong Shire Council, its authorised delegates, its servants, agents and contractors and every other person authorised by it, to go, pass and re-pass at all times and for all purposes with or without vehicles and without any restriction over the lot burdened and in particular but without limitation for the haulage of extracted materials by heavy transport from Lot 2.

2. Terms of Easement secondly referred to in the abovementioned plan

Full and free right for the registered proprietor of the lot benefited, his authorised delegates, his servants, agents and contractors and every other person authorised by him, to go, pass and re-pass at all times and for all purposes with or without vehicles and without any restriction over the lot burdened and in particular but without limitation for the haulage of extracted materials by heavy transport from Lot 2.

3. Terms of Easement thirdly referred to in the abovementioned plan

Full and free right for Wyong Shire Council, its authorised delegates, its servants, agents and contractors and every other person authorised by it, to provide services including the supply of water, gas, electricity, telephone, drainage and discharge of sewage, refuse and other fluid wastes through the lot burdened but only within the site of this easement.

AS

Doc: WYONG /Doc: DP 1007500 u /Rev: 19-Nov-1999 (Status: OK /Rev: 22-Dec-2000 10:04 /Pg: 3 of 4
WARNING: Electronic Document supplied by NSW Gov for Your Personal Use Only

INSTRUMENT SETTING OUT TERMS OF EASEMENTS
ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO
SECTION 88B CONVEYANCING ACT 1919

(Sheet 3 of 3 Sheets)

DP1007500

Wyong Shire Council may do anything reasonably necessary for this purpose including entering the lot burdened; taking anything on to the lot burdened and carrying out necessary work such as constructing, placing, repairing and maintaining pipes, poles, wires, cables, conduits, structures and equipment.

In exercising these powers Wyong Shire Council must ensure all work is done properly; cause as little inconvenience as practicable to the owner or any occupier for the time being of the lot burdened; cause as little damage as is practicable to the lot burdened and any improvement on it and restore the lot burdened as nearly as is practicable to its former condition.

THE COMMON
SEAL OF THE
SHIRE COUNCIL
affixed



and attested to

[Handwritten signature]

[Handwritten signature]

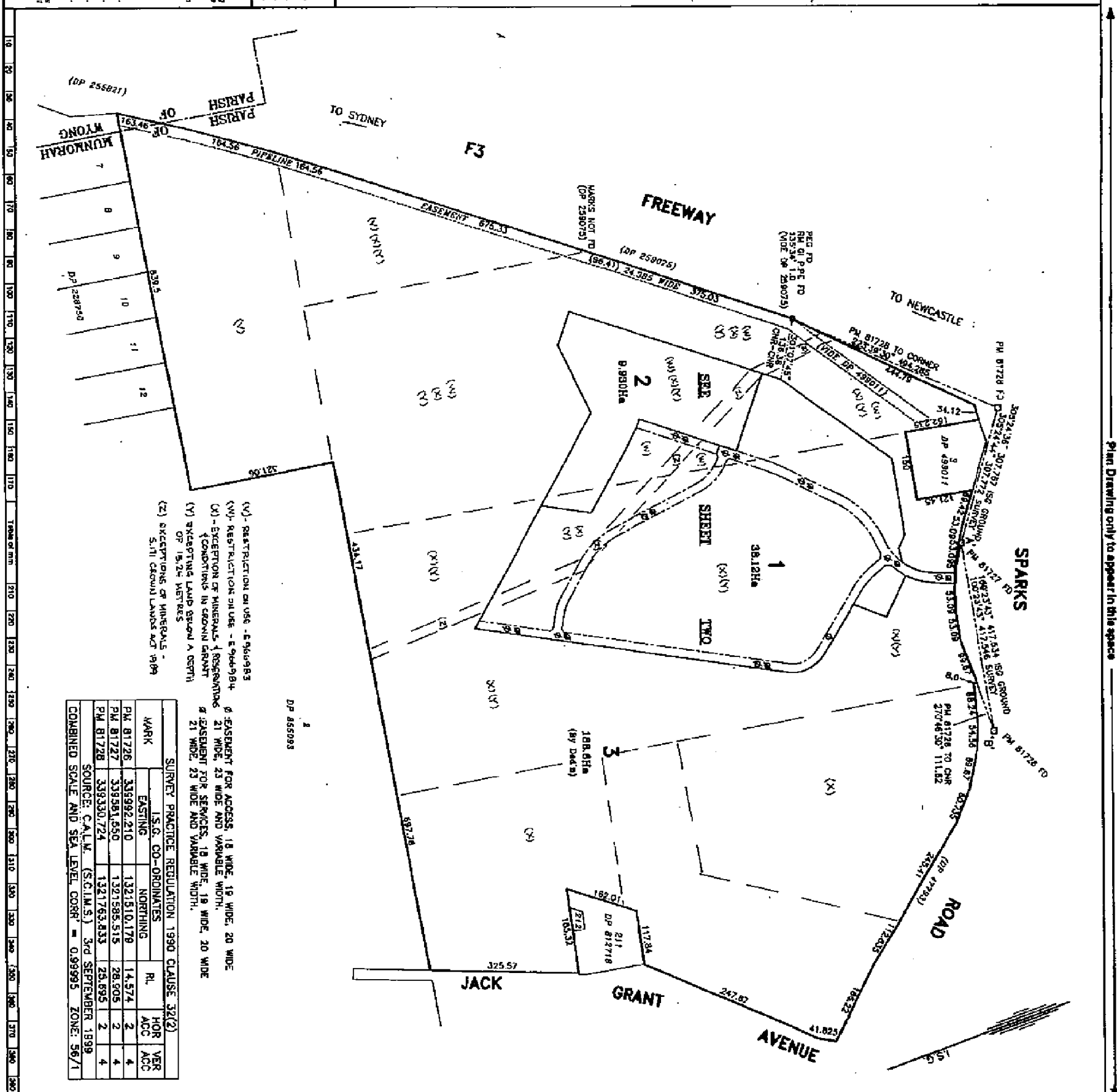
[Handwritten signature]
Accepted Wyong Shire Council



PLAN FORM 2
 SIGNATURE AND SEALS ONLY

[Signature]
 19/11/99

CROWN LANDS OFFICE APPROVAL
 PLAN APPROVED
 Land Date:
 File No:
 File Book:
 Subdivision Certificate
 (NOTE: All the provisions of a copy of the Environmental Planning and Assessment Act 1977 have been verified in relation to the proposed subdivision.)
 Subdivision Certificate No. 5013
 Date of endorsement: 13.11.1999
 Consent Authority: *[Signature]*
 Authorised Person: *[Signature]*
 Authorisation Certificate No. 6913
 Note: When the plan is to be lodged electronically at the Land Titles Office it should include a signature in an electronic or original format approved by the Registrar-General.
 (Date, wherever applicable)



Plan Drawing only to appear in this space

DP1007500

Registered 19/11/1999

C.A. SEE CERTIFICATE

TITLE SYSTEM: TORRENS

PURPOSE: SUBDIVISION

Ref. Map: U 5620-7, 1, 6

DP 239491, DP 239492, DP 239493, DP 239494, DP 239495, DP 239496, DP 239497, DP 239498, DP 239499, DP 239500, DP 239501, DP 239502, DP 239503, DP 239504, DP 239505, DP 239506, DP 239507, DP 239508, DP 239509, DP 239510, DP 239511, DP 239512, DP 239513, DP 239514, DP 239515, DP 239516, DP 239517, DP 239518, DP 239519, DP 239520, DP 239521, DP 239522, DP 239523, DP 239524, DP 239525, DP 239526, DP 239527, DP 239528, DP 239529, DP 239530, DP 239531, DP 239532, DP 239533, DP 239534, DP 239535, DP 239536, DP 239537, DP 239538, DP 239539, DP 239540, DP 239541, DP 239542, DP 239543, DP 239544, DP 239545, DP 239546, DP 239547, DP 239548, DP 239549, DP 239550, DP 239551, DP 239552, DP 239553, DP 239554, DP 239555, DP 239556, DP 239557, DP 239558, DP 239559, DP 239560, DP 239561, DP 239562, DP 239563, DP 239564, DP 239565, DP 239566, DP 239567, DP 239568, DP 239569, DP 239570, DP 239571, DP 239572, DP 239573, DP 239574, DP 239575, DP 239576, DP 239577, DP 239578, DP 239579, DP 239580, DP 239581, DP 239582, DP 239583, DP 239584, DP 239585, DP 239586, DP 239587, DP 239588, DP 239589, DP 239590, DP 239591, DP 239592, DP 239593, DP 239594, DP 239595, DP 239596, DP 239597, DP 239598, DP 239599, DP 239600, DP 239601, DP 239602, DP 239603, DP 239604, DP 239605, DP 239606, DP 239607, DP 239608, DP 239609, DP 239610, DP 239611, DP 239612, DP 239613, DP 239614, DP 239615, DP 239616, DP 239617, DP 239618, DP 239619, DP 239620, DP 239621, DP 239622, DP 239623, DP 239624, DP 239625, DP 239626, DP 239627, DP 239628, DP 239629, DP 239630, DP 239631, DP 239632, DP 239633, DP 239634, DP 239635, DP 239636, DP 239637, DP 239638, DP 239639, DP 239640, DP 239641, DP 239642, DP 239643, DP 239644, DP 239645, DP 239646, DP 239647, DP 239648, DP 239649, DP 239650, DP 239651, DP 239652, DP 239653, DP 239654, DP 239655, DP 239656, DP 239657, DP 239658, DP 239659, DP 239660, DP 239661, DP 239662, DP 239663, DP 239664, DP 239665, DP 239666, DP 239667, DP 239668, DP 239669, DP 239670, DP 239671, DP 239672, DP 239673, DP 239674, DP 239675, DP 239676, DP 239677, DP 239678, DP 239679, DP 239680, DP 239681, DP 239682, DP 239683, DP 239684, DP 239685, DP 239686, DP 239687, DP 239688, DP 239689, DP 239690, DP 239691, DP 239692, DP 239693, DP 239694, DP 239695, DP 239696, DP 239697, DP 239698, DP 239699, DP 239700, DP 239701, DP 239702, DP 239703, DP 239704, DP 239705, DP 239706, DP 239707, DP 239708, DP 239709, DP 239710, DP 239711, DP 239712, DP 239713, DP 239714, DP 239715, DP 239716, DP 239717, DP 239718, DP 239719, DP 239720, DP 239721, DP 239722, DP 239723, DP 239724, DP 239725, DP 239726, DP 239727, DP 239728, DP 239729, DP 239730, DP 239731, DP 239732, DP 239733, DP 239734, DP 239735, DP 239736, DP 239737, DP 239738, DP 239739, DP 239740, DP 239741, DP 239742, DP 239743, DP 239744, DP 239745, DP 239746, DP 239747, DP 239748, DP 239749, DP 239750, DP 239751, DP 239752, DP 239753, DP 239754, DP 239755, DP 239756, DP 239757, DP 239758, DP 239759, DP 239760, DP 239761, DP 239762, DP 239763, DP 239764, DP 239765, DP 239766, DP 239767, DP 239768, DP 239769, DP 239770, DP 239771, DP 239772, DP 239773, DP 239774, DP 239775, DP 239776, DP 239777, DP 239778, DP 239779, DP 239780, DP 239781, DP 239782, DP 239783, DP 239784, DP 239785, DP 239786, DP 239787, DP 239788, DP 239789, DP 239790, DP 239791, DP 239792, DP 239793, DP 239794, DP 239795, DP 239796, DP 239797, DP 239798, DP 239799, DP 239800, DP 239801, DP 239802, DP 239803, DP 239804, DP 239805, DP 239806, DP 239807, DP 239808, DP 239809, DP 239810, DP 239811, DP 239812, DP 239813, DP 239814, DP 239815, DP 239816, DP 239817, DP 239818, DP 239819, DP 239820, DP 239821, DP 239822, DP 239823, DP 239824, DP 239825, DP 239826, DP 239827, DP 239828, DP 239829, DP 239830, DP 239831, DP 239832, DP 239833, DP 239834, DP 239835, DP 239836, DP 239837, DP 239838, DP 239839, DP 239840, DP 239841, DP 239842, DP 239843, DP 239844, DP 239845, DP 239846, DP 239847, DP 239848, DP 239849, DP 239850, DP 239851, DP 239852, DP 239853, DP 239854, DP 239855, DP 239856, DP 239857, DP 239858, DP 239859, DP 239860, DP 239861, DP 239862, DP 239863, DP 239864, DP 239865, DP 239866, DP 239867, DP 239868, DP 239869, DP 239870, DP 239871, DP 239872, DP 239873, DP 239874, DP 239875, DP 239876, DP 239877, DP 239878, DP 239879, DP 239880, DP 239881, DP 239882, DP 239883, DP 239884, DP 239885, DP 239886, DP 239887, DP 239888, DP 239889, DP 239890, DP 239891, DP 239892, DP 239893, DP 239894, DP 239895, DP 239896, DP 239897, DP 239898, DP 239899, DP 239900, DP 239901, DP 239902, DP 239903, DP 239904, DP 239905, DP 239906, DP 239907, DP 239908, DP 239909, DP 239910, DP 239911, DP 239912, DP 239913, DP 239914, DP 239915, DP 239916, DP 239917, DP 239918, DP 239919, DP 239920, DP 239921, DP 239922, DP 239923, DP 239924, DP 239925, DP 239926, DP 239927, DP 239928, DP 239929, DP 239930, DP 239931, DP 239932, DP 239933, DP 239934, DP 239935, DP 239936, DP 239937, DP 239938, DP 239939, DP 239940, DP 239941, DP 239942, DP 239943, DP 239944, DP 239945, DP 239946, DP 239947, DP 239948, DP 239949, DP 239950, DP 239951, DP 239952, DP 239953, DP 239954, DP 239955, DP 239956, DP 239957, DP 239958, DP 239959, DP 239960, DP 239961, DP 239962, DP 239963, DP 239964, DP 239965, DP 239966, DP 239967, DP 239968, DP 239969, DP 239970, DP 239971, DP 239972, DP 239973, DP 239974, DP 239975, DP 239976, DP 239977, DP 239978, DP 239979, DP 239980, DP 239981, DP 239982, DP 239983, DP 239984, DP 239985, DP 239986, DP 239987, DP 239988, DP 239989, DP 239990, DP 239991, DP 239992, DP 239993, DP 239994, DP 239995, DP 239996, DP 239997, DP 239998, DP 239999, DP 240000

PLAN OF SUBDIVISION OF PL LOT 1
 PL LOT 2 AND PL LOT 4
 IN DP 239491, LOT 1 IN DP 239495,
 PL LOT 2 IN DP 138351, LOT 12
 IN DP 406250, LOT 10 IN DP 773448,
 LOT 2 IN DP 884018 AND LOT 1 IN
 DP 656083.
 Lengths are in metres. Precision Ratio: 5000

L.G.A. WYONG
 Locality: WARNERVILLE
 Parish: MUMMORAH/WYONG
 County: NORTHUMBERLAND

This is sheet 1 of my plan in 2 sheets.
 (Delete if inapplicable).

Surveyor (Practising) Registration 1996
 I, ROBERT J. RANSON
 of
 PO BOX 6, WYONG NSW 2256
 a surveyor registered under the Surveyors Act 1996, hereby certify
 that the above is a true and correct copy of the plan as shown in
 accordance with the Surveyors (Practising) Regulation 1996 and as
 approved on: 17/10/1999.
 The survey is made in accordance with:
 The Survey Act 1981, and
 The Survey Regulation 1981.
 (Signed) *[Signature]*
 Surveyor (Practising)
 No. 1599

Plans used in preparation of survey/development:
 DP 47763 DP 48901 DP 812718
 DP 239491 DP 43911 DP 812718
 DP 239491 DP 406250 DP 855093
 DP 239495 DP 715735
 DP 239495 DP 723448

PANEL FOR USE ONLY for statements of intention
 to dedicate public roads, to create public reserves,
 drainage reserves, easements, restrictions on the
 use of land or positive covenants.
 PURSUANT TO SECTION 88B OF THE
 CONVEYANCING ACT IT IS INTENDED
 TO CREATE:-

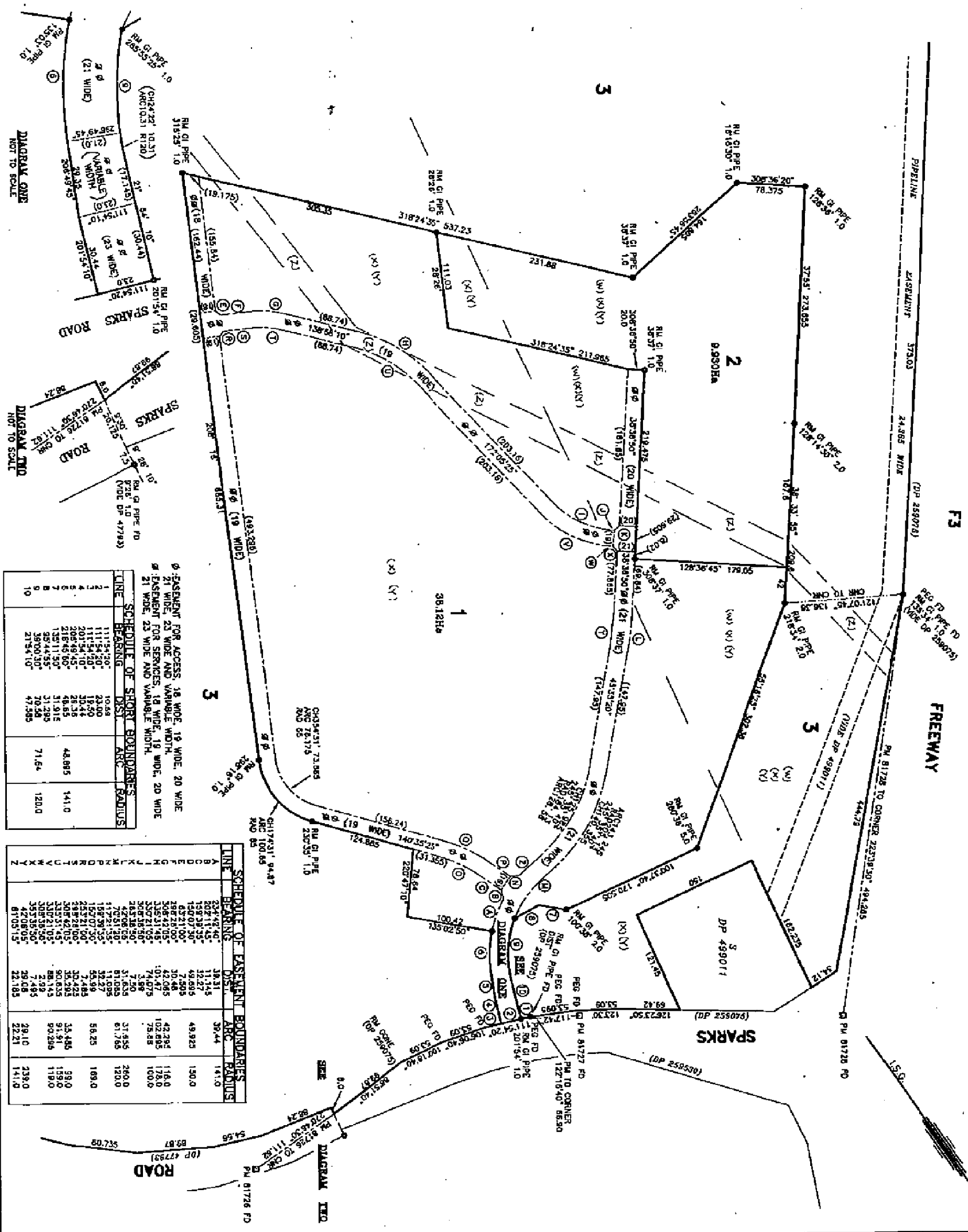
- EASEMENT FOR ACCESS,
 18 WIDE, 19 WIDE, 20 WIDE
 21 WIDE, 23 WIDE AND
 VARIABLE WIDTH.
- EASEMENT FOR ACCESS,
 18 WIDE, 19 WIDE, 20 WIDE
 21 WIDE, 23 WIDE AND
 VARIABLE WIDTH.
- EASEMENT FOR SERVICES,
 18 WIDE, 19 WIDE, 20 WIDE
 21 WIDE, 23 WIDE AND
 VARIABLE WIDTH.

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



6' EASEMENT FOR ACCESS, 18 WIDE, 19 WIDE, 20 WIDE
 21 WIDE, 23 WIDE AND VARIABLE WIDTH.
 21 WIDE, 23 WIDE AND VARIABLE WIDTH.

| LINE | BEARING | DIST | ARC | RADIUS |
|------|-----------|-------|-----|--------|
| 1 | 111.54.30 | 10.48 | | |
| 2 | 111.54.30 | 23.00 | | |
| 3 | 111.54.30 | 19.49 | | |
| 4 | 201.54.10 | 20.44 | | |
| 5 | 202.49.45 | 28.35 | | |
| 6 | 218.46.05 | 48.89 | | |
| 7 | 135.11.30 | 31.92 | | |
| 8 | 32.40.35 | 21.28 | | |
| 9 | 32.40.35 | 47.88 | | |
| 10 | 215.41.10 | 71.64 | | |
| | | | | 120.0 |

| LINE | BEARING | DIST | ARC | RADIUS |
|------|-----------|-------|-----|--------|
| A | 324.48.46 | 38.31 | | |
| B | 82.11.55 | 11.14 | | |
| C | 159.32.35 | 49.69 | | |
| D | 68.21.00 | 37.89 | | |
| E | 348.42.05 | 42.46 | | |
| F | 350.21.05 | 74.07 | | |
| G | 262.18.50 | 3.88 | | |
| H | 182.18.50 | 37.20 | | |
| I | 70.51.55 | 81.05 | | |
| J | 11.29.55 | 11.09 | | |
| K | 159.32.35 | 32.27 | | |
| L | 43.32.10 | 7.48 | | |
| M | 32.40.35 | 32.52 | | |
| N | 31.75.15 | 15.48 | | |
| O | 31.75.15 | 59.0 | | |
| P | 90.62.5 | 91.91 | | |
| Q | 90.28.6 | 90.28 | | |
| R | 35.78.50 | 7.89 | | |
| S | 42.08.05 | 29.08 | | |
| T | 81.05.15 | 22.18 | | |

DP1007500
 Registered: 18.11.1999
 This is Plan 2 of my own 2 areas
 dated 8/10/1999
 Signed: [Signature]
 Signed Register Under Statutory Act 1970
 This is Plan 2 of my own 2 areas
 dated 8/10/1999
 13.10.1999
 [Signature]
 Overall Manager/In-charge Person
 For use where space is restricted in my plan on Plan Form 2

Scale: 1:2000
 Surveyor's Reference: 14/14 B of 3

Doc:WSP /Doc:DP 1007500 B /Rev.19-Nov-1999 /PL-DK.UN /Pat 27-Pat 2000 10-04 /Doc.A22 /Seq:1 of 2
 WARNING : Electronic Document Supplied by LOTUS for Your Internal Use Only

INSTRUMENT SETTING OUT TERMS OF EASEMENTS
 ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO
 SECTION 88B CONVEYANCING ACT 1919

LENGTHS ARE IN METRES

(Sheet 1 of 3 Sheets)

DP1007500

PART 1

Subdivision of Part Lot 1, Part Lot 2,
 Part Lot 3 and Part Lot 4 in DP
 239691, Lots 13 and 15 in DP 255821,
 Lot 1 in DP 259075, Part Lot 24 in DP
 539361, Lot 12 in DP 605250, Lot 101
 in DP 716736, Lot 23 in DP 773449,
 Lot 2 in DP 854018 and Lot 1 in DP
 855003

Full name and address of proprietor
 of the land

Wyong Shire Council of
 16 Hely Street Wyong

- | | | |
|----|---|--|
| 1. | <u>Identity of easement firstly referred to in the above mentioned plan</u> | Easement for access 18 wide, 19 wide, 20 wide, 21 wide, 23 wide and variable width |
|----|---|--|

Schedule of lots etc affected

Lots burdened

Authority Benefited

1

Wyong Shire Council

- | | | |
|----|--|--|
| 2. | <u>Identity of easement secondly referred to in the above mentioned plan</u> | Easement for access 18 wide, 19 wide, 20 wide, 21 wide, 23 wide and variable width |
|----|--|--|

Schedule of lots etc affected

Lots burdened

Lots Benefited

1

2
 3

- | | | |
|----|---|--|
| 3. | <u>Identity of easement thirdly referred to in the above mentioned plan</u> | Easement for services 18 wide, 19 wide, 20 wide, 21 wide, 23 wide and variable width |
|----|---|--|

TOPIC:WSP /Doc:DP 1007500 B /Rev.19-Nov-1999 /PL-DK.UN /Pat 27-Pat 2000 10-04 /Doc.A22 /Seq:1 of 2

Doc:WYLD /Doc:DP 1007500 B /Rev:13-Nov-1999 /Sta:DL On /Prt:27-Dec-2000 10:01 /Eps:ALG /Seq:2 of 3
 WARNING : Electronic Document supplied by LPT NSW for Your Internal Use Only

- 2 -

INSTRUMENT SETTING OUT TERMS OF EASEMENTS
 ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO
 SECTION 88B CONVEYANCING ACT 1919

DP1007500

(Sheet 2 of 3 sheets)

Schedule of lots etc affected

| <u>Lots burdened</u> | <u>Name of Authority Benefited</u> |
|----------------------|------------------------------------|
| 1 | Wyang Shire Council |

PART 2

1. Terms of Easement firstly referred to in the abovementioned plan
 Full and free right for Wyong Shire Council, its authorised delegates, its servants, agents and contractors and every other person authorised by it, to go, pass and re-pass at all times and for all purposes with or without vehicles and without any restriction over the lot burdened and in particular but without limitation for the haulage of extracted materials by heavy transport from Lot 2.
2. Terms of Easement secondly referred to in the abovementioned plan
 Full and free right for the registered proprietor of the lot benefited, his authorised delegates, his servants, agents and contractors and every other person authorised by him, to go, pass and re-pass at all times and for all purposes with or without vehicles and without any restriction over the lot burdened and in particular but without limitation for the haulage of extracted materials by heavy transport from Lot 2.
3. Terms of Easement thirdly referred to in the abovementioned plan
 Full and free right for Wyong Shire Council, its authorised delegates, its servants, agents and contractors and every other person authorised by it, to provide services including the supply of water, gas, electricity, telephone, drainage and discharge of sewage, siltage and other fluid wastes through the lot burdened but only within the site of this easement.

A

Doc:WYONG /Doc-DE 1007500 # /Rev:19-Mar-2009 /Rev:OK OK /Est:22-Mar-2009 10:04 /Pg:All /Seq:3 of 3
WARNING : Electronic Document supplied by LPI NSW for Your Internal Use Only

- 3 -

INSTRUMENT SETTING OUT TERMS OF EASEMENTS
ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO
SECTION 88B CONVEYANCING ACT 1919

(Sheet 3 of 3 Sheets)

DP1007500

Wyong Shire Council may do anything reasonably necessary for this purpose including entering the lot burdened, taking anything on to the lot burdened and carrying out necessary work such as constructing, placing, repairing and maintaining pipes, poles, wires, cables, conduits, structures and equipment.

In exercising these powers Wyong Shire Council must ensure all work is done properly; cause as little inconvenience as practicable to the owner or any occupier for the time being of the lot burdened; cause as little damage as is practicable to the lot burdened and any improvement on it and restore the lot burdened as nearly as is practicable to its former condition

THE COMMON
SEAL OF THE
SHIRE COUNCIL
affixed by



and attested to by

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]
Accepted Wyong Shire Council

REGISTERED  19 11 1999

REGULATIONS FOR THE REGISTRATION OF LAND IN NSW / 1997 / 1998 / 1999 / 2000 / 2001 / 2002 / 2003 / 2004 / 2005 / 2006 / 2007 / 2008 / 2009 / 2010 / 2011 / 2012

600

REGISTRATION
PURSUANT TO
SECTION 40C REAL PROPERTY ACT, 1900.

5607287

OFFICE USE ONLY
M.P.D.
21

| DESCRIPTION OF LAND | Volume and Folio | Category of Land | Part | County | Section of Part |
|---------------------|---------------------|------------------|-----------|----------------|-----------------|
| | | Indiv | | | |
| | VOL. 40302 FOL. 227 | Part | Pitt Town | Canterbury | 15 |
| | VOL. 3010 FOL. 21 | Part | Tuggerah | Northumberland | 52 |
| | VOL. 3396 FOL. 67 | Part | Ruralah | Northumberland | 53 |
| | VOL. 2664 FOL. 60 | Part | Tuggerah | Northumberland | 52 |
| | VOL. 2220 FOL. 32 | Part | Tuggerah | Northumberland | 52 |
| | VOL. 13265 FOL. 218 | Part | Ruralah | Northumberland | 53 |
| | VOL. 11012 FOL. 102 | Part | Myong | Northumberland | 53 |

1/10/12
 1/10/12
 1/10/12

APPLICANT: **JANICE LACHLAN BATES** Secretary for the management of **THE AUSTRALIAN GAS LIGHT COMPANY**

Registered in the name of the applicant in pursuance of the license granted to the applicant under Section 14 of the Real Property Act, 1900, in accordance with the provisions of the Real Property Act, 1900, and the provisions of the Real Property Act, 1900, and the provisions of the Real Property Act, 1900, and the provisions of the Real Property Act, 1900.

DATE OF APPLICATION: 19/6/81

It is hereby certified that the above is a correct copy of the register of the Real Property Act, 1900, as shown to the person by the applicant who is presently shown to be

Janice Bates
 JANICE BATES

JANICE BATES
 SECRETARY
 617 ALBERT ST.
 HOULTON
 NEW SOUTH WALES

J. Bates
 J. BATES

| | | | |
|--|---------------------------|--|-------------|
| TO BE COMPLETED BY REGISTERING PARTY LOGGED BY WILLIAMS BROTHERS - CMPS ENGINEERS BQ Box 369, Chatswood, NSW 2057 Phone 4129556. | | LOCATION OF DOCUMENTS LI: <input checked="" type="checkbox"/> DELETED <input checked="" type="checkbox"/> FILED IN <input type="checkbox"/> PRODUCED BY | |
| Date Recd 19/6/81 | Checked by [Signature] | Registered [Signature] | [Signature] |

Page 5708450 / Doc ID 5603507 / Rev. 17-Jul-1997 / Size: 2.0K / Mod: 16 Nov-2012 16:07 / Egn: 224 / Seq: 2 of 4
 Ref: St. Albans 560190 / St: 17

This is the original of the 2nd application by Lawrence Kathleen Banks

dated the 14th day of June 1921

| Volume Folio Reference | Is Part Only, Whole and Gas Deal | Part | County | Section of Plan |
|---------------------------------------|----------------------------------|--------------------|----------------|-----------------|
| | | | | |
| VOL. 9955 FOL. 89 | Part | Wyong and Munmorah | Northumberland | 54/55 |
| VOL. 9425 FOL. 158 | Part | Munmorah | Northumberland | 56 |
| VOL. 9325 FOL. 155 | Part | Munmorah | Northumberland | 55 |
| VOL. 14014 FOL. 58 | Whole Part | Munmorah | Northumberland | 56 |
| (Formerly part of VOL. 11343 FOL. 22) | | | | |
| VOL. 12446 FOL. 142 | Part | Toggarah | Northumberland | 52 |

[Handwritten signature]

[Handwritten signature]

COPY OF GAZETTE NOTIFICATION

10 NOVEMBER, 1975 NEW SOUTH WALES GOVERNMENT GAZETTE No. 413 1535

SCHEDULE

All that Mine or part of Land containing 1533 square metres of Townships in the Municipality of ...
The above parcel of land is sold to be in the possession of the ...
1533

FACTORIES, SHOPS AND INDUSTRIES ACT, 1967
Regulation Made by the Council of the Executive
...
1533 P. D. HILLS, Minister for Industrial Relations.

ERRATUM

In notification published in Government Gazette number 413 of 10th November, 1975, on page 1121 and 1122 under the heading of 'Mining (Mines, Acquisition of Land and ...)
21 November, 1975
L. J. THOMSON,
Deputy Minister and Minister for Lands

FACTORIES, SHOPS AND INDUSTRIES ACT, 1967
Regulation Made by the Council of the Executive
...
1533 P. D. HILLS, Minister for Industrial Relations.

MACHINES ACT, 1947

Regulation Made by the Council of the Executive
...
Signed and sealed at Sydney, this 10th day of November, 1975.
A. R. CUTLER, Chairman.
By His Excellency's Command,
P. D. HILLS, Minister for Energy

MACHINES ACT, 1947
Regulation Made by the Council of the Executive
...
1533 P. D. HILLS, Minister for Industrial Relations.

MACHINES ACT, 1947

Regulation Made by the Council of the Executive
...
1533 P. D. HILLS, Minister for Energy.

FACTORIES, SHOPS AND INDUSTRIES ACT, 1967
Regulation Made by the Council of the Executive
...
1533 P. D. HILLS, Minister for Industrial Relations.

Handwritten signature/initials

Req: R739450 / Dgs: DL 5601201 / Rev: 01 Jul-1997 / Sbs: G0.0K / Dec: 10-Nov-2012 14:37 / Pgs: ALL / Seq: 00 4
 Set: 00 Airport 560720 / Proj: T

| GENERAL NOTES | | | | | |
|---------------------------|----------|------|----|-------------|---------|
| FIRST GENERAL DIRECTIONS | | | | | |
| NO. | REVISION | DATE | BY | DESCRIPTION | DETAILS |
| | | | | | |
| SECOND GENERAL DIRECTIONS | | | | | |
| NO. | REVISION | DATE | BY | DESCRIPTION | DETAILS |
| | | | | | |

Plan Form - To be used only for the purpose of the Pipelines Act, 1967
SIGNATURES AND SEALS ONLY
PLAN DRAWING ONLY TO APPEAR IN THIS SPACE

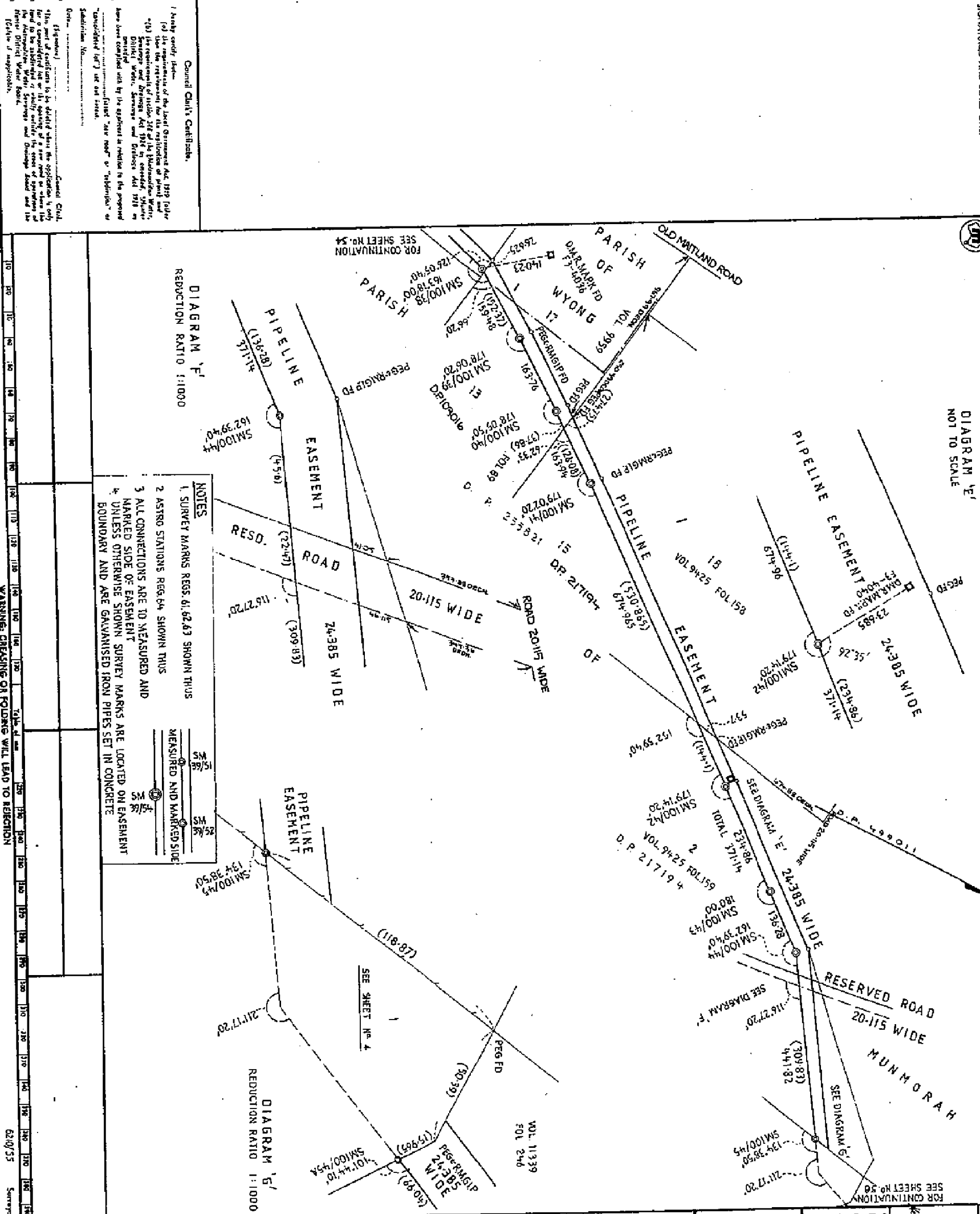


DIAGRAM 'F'
REDUCTION RATIO 1:1000

DIAGRAM 'E'
NOT TO SCALE

DIAGRAM 'G'
REDUCTION RATIO 1:1000

- NOTES**
1. SURVEY MARKS REGS 61, 62, 63 SHOWN THUS
 2. ASTRO STATIONS REG 64 SHOWN THUS
 3. ALL CONNECTIONS ARE TO MEASURED AND MARKED SIDE OF EASEMENT
 4. UNLESS OTHERWISE SHOWN SURVEY MARKS ARE LOCATED ON EASEMENT BOUNDARY AND ARE GALVANISED IRON PIPES SET IN CONCRETE

| MEASURED AND MARKED SIDE | MEASUREMENT |
|--------------------------|-------------|
| | 55.88 |
| | 55.88 |
| | 55.88 |

OFFICE USE ONLY
D.P. 499011

I certify that this is sheet 55 of a plan of 62 sheets which has been prepared in accordance with regulations 22 and 24 of the Pipelines Regulations, 1968.
Date: 19.11.1979
Signature: *[Signature]*
On behalf of Applicant

Registered: 9-11-1979
CA: *[Signature]*
Clearing Map: U3620-7, U3620-8
Gazette: 16.11.79, Page 5733.
Pipelines from PLUMPTON TO NEWCASTLE (NORTHERN TRUNK) PARISH: WYONG AND (PT2) MUNMORAH COUNTY: NORTHUMBERLAND
Reduction ratio: 1:5000
Lengths are in metres.

Municipality:
City:
Do not complete for easement fees.

LESLE ALAN WALKER
BANNISTER AND HUNTER GOSFORD
I, the undersigned, being a duly qualified surveyor in accordance with the Survey Act, 1929, do hereby certify that the survey represented in this plan was conducted in accordance with the provisions of the Survey Act, 1929, and was completed on 18.11.1979.
Signature: *[Signature]*
Surveyor registered under Survey Act, 1929, in accordance with the provisions of the Survey Act, 1929, and was completed on 18.11.1979.

PURSUANT TO THE PIPELINES ACT, 1967, IT IS INTENDED TO ACQUIRE AN ADDITIONAL EASEMENT FOR PIPELINE 24-385 WIDE & VAR., THE LICENCE AREA HAVING BEEN VARIED SHEETS: 105-106 INC.

INSTRUMENT FILED AS 535550
COPY FILED AS BK 9387 NO 342
SHEETS: 105-106 INC.

Surveyor's References: 62/0/55

Reg: R7F1461 / Doc: DC 855883 / Rev: 05-Sep-1997 / Sta: OK ON / Set: 16 Nov 2012 14:09 / Pgs: 1/1 / Sec: 1 of 3
 Reg: 1st Airport 855883 / Sec: 7



OFFICE USE ONLY



E
966983 M

**APPLICATION TO NOTE RESTRICTION
ON THE USE OF LAND**
SECTION 89(3), CONVEYANCING ACT 1919
REAL PROPERTY ACT, 1900

R / \$ / R /

DISPOSITION OF LAND NOW IS

| Form of Tenure | Form of Estate Held and Conditions | Location |
|---|------------------------------------|------------|
| Folio Identifiers 1/255821 13/255821 15/255821 | FREE | MARRSVILLE |

App. Made BY: ROADS AND TRAFFIC AUTHORITY OF NEW SOUTH WALES

Note (a) On the registered proprietor of the land on which this application is made to have executed, made in the Register of the Real Estate Office, the form of which are specified in the Order dated 1919.
 Note (b) A true copy of each of the orders, which affect the land concerned, has been entered Order by the Roads and Traffic Authority of New South Wales being the Prescribed Authority, under Section 89(3) of the Conveyancing Act, 1919.

Office Use Only
OFR

DATE

I hereby certify that dealing to be entered for the purposes of the Real Property Act, 1900 and I also certify that no person or corporation has acquired an interest in the land since 20/11/2012

Ready to sign BY: An Authorized Officer for the applicant who is present at the time

J. Maile

JENISE MAILE
11/11/2012 14:09

260 ELIZABETH ST SURRY HILLS - CLERK

A. Lake

REGISTERED ASSISTANT TO DEPUTY REGISTRAR
11/11/2012 14:09

TO BE COMPLETED BY REGISTERING PARTY (SEE 20 AND 21)

| | | | | |
|--|--|--------------------|---|---------------|
| OFFICE USE ONLY Checked <i>[Signature]</i> Signed Date | APPLICANT Roads and Traffic Authority NSW 260 Elizabeth Street SURRY HILLS NSW 2010 DX 13 SYDNEY Phone 218 6478 CPP 83/505.1504 Delivery Date Number: 15583 | REGISTERED -18 | LOCATION OF DOCUMENTS City: SYDNEY Region: NSW LTP: M1 Produced by: | |
| | Special Date | Registered Date | Special Date | Defer Date |

Doc:R111461 /Doc:UL 856628 /Rev:CS-Dep-2017 /Sta:OKLON /Ext:16-Rev-2017 14-11 /Obj:ALT /Seq:3 of 3
 Ref:J: Laspact 890698 /Stc:7

THIS IS THE ORDER REFERRED TO IN THE APPLICATION TO
 NOTE RESTRICTION AS TO USER UNDER SECTION 880(3)
 CONVEYANCING ACT, 1919, as amended


R


CONVEYANCING ACT, 1919
 ORDER - SECTION 880(2) OF
 CONVEYANCING ACT, 1919

1. The Roads and Traffic Authority of New South Wales is the prescribed authority for the purposes of this Order.
2. (a) that the land described in Schedule 1 hereto will not nor will any part thereof at any time hereafter be used as a means of access or route to or from any part of the land described in Schedule 2 hereto or to or from any part of the road constructed or to be constructed over the land described in Schedule 2 hereto without the prior written consent of the prescribed authority (which consent may at any time be revoked by the prescribed authority in his absolute discretion);
- (b) that no means of access or route to or from any part of the land described in Schedule 2 hereto or to or from the road constructed or to be constructed over the land described in Schedule 2 hereto will at any time hereafter (without such consent as aforesaid being first had and obtained and which consent may be revoked as aforesaid) be opened constructed formed or laid out in over or upon the land described in Schedule 1 hereto or any part thereof and any means of access or route must be forthwith closed upon the prescribed authority revoking his consent as aforesaid.

Dated at Sydney this 7th day of December 1992

SIGNED by the Delegate
 of the Roads and Traffic
 Authority of New South
 Wales
 in the presence of:


 EXECUTED PLASANT TO DELEGATION
 BOOK 531 No. 211


 Witness

SCHEDULE 1

ALL those pieces of land situate in the Shire of Wyong, Parish of Wyong and County of Northumberland, being the whole of the land comprised within Certificates of Title Folio Identifiers 11/255821, 13/255821, 15/255821 and shown as Lots 11, 13 and 15 Deposited Plan 255821 which is also numbered 6003 505 SS 0094 at the Roads and Traffic Authority of New South Wales. The land is in the possession of the Roads and Traffic Authority of New South Wales.

SCHEDULE 2

All those pieces of land situate in the Shire of Wyong, Parish of Wyong and County of Northumberland, being the part of the land comprised within Certificate of Title Volume 1587 Folio 136 and the whole of the land comprised within Folio Identifiers 17/255821 and 10/255821 and shown as Lots 16, 17, 18 Deposited Plan 255821 which is also numbered 6003 505 SS 0094 at the Roads and Traffic Authority of New South Wales. The land is in the possession of the Roads and Traffic Authority of New South Wales.

Project: 782418 / Doc ID: 555418 / Rev: 1.1 / Date: 10-Nov-2012 / Page: 2 of 1
 Rev: 1.1 / Date: 10-Nov-2012 / Page: 2 of 1

REGISTRATION / BILLING / 2012
 \$594481

REGISTRATION
 APPLICATION
 PURSUANT TO
 SECTION 46C REAL PROPERTY ACT, 1900.
 STAMPS

| DESCRIPTION OF LAND | Terms of Mortgage | Priority, date when land was given | Part | County | Sheet No. of Plan |
|---------------------|-----------------------|------------------------------------|------|--------------|-------------------|
| | VOL. 1552 FOL. 132 | | Part | Newcastle | 10 |
| | VOL. 10272 FOL. 740 A | | Part | Marra Park | 27 |
| | VOL. 10667 FOL. 67 | | Part | Geeford | 43 |
| | VOL. 2869 FOL. 10 | (Residue) | Part | Tuggerah | 48 |
| | VOL. 2220 FOL. 32 | (Residue) | Part | Tuggerah | 48 |
| | VOL. 3356 FOL. 87 | | Part | Murrumbidgee | 49 |
| | VOL. 13755 FOL. 218 | 1/12/88 - 12/7/88 | Part | Murrumbidgee | 49 |
| | VOL. 11842 FOL. 102 | | Part | Myong | 40 |

APPLICANT

NEWCASTLE PIPE LINE COMPANY LIMITED

Information referred to as the application in compliance of the Land Act 1967 granted to the Registrar General to give effect to the vesting of the land in the Registrar General under Section 46C of the Real Property Act, 1900. The Registrar General is not responsible for the accuracy of the information provided in this application and shall not be liable for any loss or damage caused by the use of the information provided in this application.

DATE OF APPLICATION: 11th June 1981

EXECUTION

I hereby certify this application to be correct for the purposes of the Real Property Act, 1900. Signed in the presence of the Registrar General and the Registrar General's Officer.

Robert Allison
 Registrar General

Signed by John Bradley Sellers under Power of Attorney Book JANA No. 620 and I have no notice of the revocation of the Power.

ROBERT EDWARD ALLISON
 18 ROSE TERRACE, PADDINGTON
 N.S.W. ENGINEER

J B Sellers
 John Bradley Sellers
 Per Section 2

| | | | | |
|-------------------------------|--|------------|-----------------------|------|
| TO BE COMPLETED BY LAND AGENT | REGISTERED BY | | LOCATION OF DOCUMENTS | |
| | WILLIAMS BROTHERS - CMPS ENGINEERS P.O. Box 369, Chatswood, N.S.W. 2067 | | OF | DATE |
| OFFICE USE ONLY | Original File | Checked by | IN | DATE |
| | | | IN | DATE |

REGISTRATION - 9-19-81

[Signature]

15/12/81

Rev: RT884'G / Rev: 01. 2594181 / Rev: 17-Jul-1997 / Use: Q7-OK / Rev: 15-Nov-2017 14:41 / Vgs: ALL / Page: 2 of 4
 Ref: g: ALEPUC 559440 / Date: ?

Continuation of Schedule of Characteristics of Title Application by NEWCASTLE PIPE LINE COMPANY LIMITED

and the 11th day of JUNE 1981

| Volume Title Reference | Part, Sub-Part, or Whole and Cont. Details | Part | County | Sheet No. of Plat |
|---------------------------------|--|------------------------|----------------|-------------------|
| | WHOLE | | | |
| VOL. 9959 FOL. 89 ✓ | Part | Wyong and Murrumbidgee | Northumberland | 51 |
| VOL. 5125 FOL. 158 ✓ | Part | Murrumbidgee | Northumberland | 51 |
| VOL. 5435 FOL. 155 ✓ | Part | Murrumbidgee | Northumberland | 51 |
| VOL. 14314 FOL. 68 | Whole | Murrumbidgee | Northumberland | 52 |
| VOL. 9389 FOL. 13 ✓ | Part | Murrumbidgee | Northumberland | 59 |
| VOL. 11639 FOL. 137 ✓ | Part | Murrumbidgee | Northumberland | 59 |
| VOL. 6520 FOL. 232 | Part | Murrumbidgee | Northumberland | 60 |
| VOL. 13220 FOL. 125 | Part | Murrumbidgee | Northumberland | 60/61 |
| VOL. 13085 FOL. 47 | Part | Murrumbidgee | Northumberland | 63 |
| VOL. 10446 FOL. 112 ✓ | Part | Tuggerah | Northumberland | 48 |
| VOL. 6299 FOL. 159 | Part | Murrumbidgee | Northumberland | 61 |

VOL. 5435 FOL. 155
 VOL. 14314 FOL. 68

John J. J. J.

Per: W1E476 /Doc: 21 559481 /Rev: 1 (incl-1.49) /Cat: QP/GK /Print: Nov-2012 14:40 /Pg: 245 /Ser: 3 of 4
 Ref: 44 export 55044R /55047

COPY OF GAZETTE NOTIFICATIONS

225 NEW SOUTH WALES GOVERNMENT GAZETTE No. 51 [22 February, 1952]

HOUSING ACT, 1912, AS AMENDED—PUBLIC WORKS ACT, 1912, AS AMENDED

Acquisition of Land for Housing Purposes (Housing Sub-let of Waverley, New South Wales)

It is hereby notified and declared by His Excellency the Governor, acting with the advice of His Excellency the Minister, that in pursuance of the provisions of section 4 of the Housing Act, 1912, as amended, it is hereby notified, that the land described in the Schedule hereunder as to Crown land is hereby appropriated, and is such of the land as is private property is hereby resumed, under the Public Works Act, 1912, as amended, for the purposes of the Housing Act, 1912, as amended, and that the land is to be used as the Housing Commission of New South Wales (LA 1020—Sub-let 1110)

By His Excellency the Governor,
 All that piece or parcel of land situate in the State of New South Wales, Parish of Waverley, County of Cumberland, being situate in the Parish of Waverley, and being the land described in the Schedule hereunder as to Crown land is hereby appropriated, and is such of the land as is private property is hereby resumed, under the Public Works Act, 1912, as amended, for the purposes of the Housing Act, 1912, as amended, and that the land is to be used as the Housing Commission of New South Wales (LA 1020—Sub-let 1110)

By His Excellency's Command,
 SYDNEY D. FINELEY, Minister for Housing

land and discharged from all equities, mortgages, leases, tenements, contracts, charges, debts, claims of way or other like rights whatsoever.

Signed and sealed at Sydney, this 20th day of February, 1952.
A. N. CUTLER, Governor.
 By His Excellency's Command,
 P. O. HILLS, Minister for Energy.

HUNTER DISTRICT WATER, SEWERAGE AND DRAINAGE ACT, 1921

Declaration of Six-Hourly Demand: Duck Creek Sub-division of Council, Hunter River Council Branch

A. R. CUTLER, Governor.
 I, SIR ARTHUR RYAN, Governor of the State of New South Wales, with the advice of the Executive Council and of His Excellency the Minister for Public Works do hereby declare the district described in the Schedule hereunder to be a watercourse channel for the purposes of the Hunter District Water, Sewerage and Drainage Act, 1921.

Signed and sealed at Sydney, this 15th day of February, in the year of our Lord, one thousand nine hundred and fifty-two.

By His Excellency's Command,
 C. J. FERGUSON, Minister for Public Works

GOD SAVE THE QUEEN!

PIPELINES ACT, 1951

Notification of Variation of License and Resumptions

LICENCE No. 3, having been granted on the second day of January, 1952, under section 14 of the Pipelines Act, 1951, to the Northern Power Line Company Limited, in connection and in relation to the construction of pipelines specified in the Conditions of Licence attached to the said licence in relation to the lands situated in the First and Second Subdivisions to which licence, in his capacity as Minister and declared by His Excellency the Governor, acting with the advice of the Executive Council, that in pursuance of the provisions of section 21 of the said Act and Regulations thereunder over the lands described in the Schedule in part 2 of the instrument pursuant to Regulation 29 of the Pipelines Regulations, 1951 (instrument of Deed 2651) issued under Deed No. R. 17783 in the Federal Register and Book 1748, Vol. 483 in the General Register of Deeds at the office of the Registrar General at Sydney as Deed of 1951, are varied, in the said Northern Power Line Company Limited, and the land described in the Schedule in part 2 of the aforesaid instrument being hereinafter varied in the said Northern Power Line Company Limited, for an estate in fee simple in possession and otherwise

Duck Creek Sub-division Channel Running to Duck Creek Branch, commencing at distance 80 metres and ending generally in an entirely straight line of distance 468.24 metres a total distance of 488.24 metres consisting of 3.52 metres of canal structure, followed by 222.70 metres of 1000 x 415 millimetre box culvert sections, followed by 262.02 metres of 1000 x 415 millimetre box culvert sections.

LA 32-11114 (2000 76620 D) (1952)

METROPOLITAN WATER, SEWERAGE AND DRAINAGE ACT, 1921

Consent to the Metropolitan Water, Sewerage and Drainage Board

In accordance with the approval of His Excellency the Governor with the advice of the Executive Council and in pursuance of the provisions of the Metropolitan Water, Sewerage and Drainage Act, 1921, the Metropolitan Water, Sewerage and Drainage Board has been authorized to raise the following loan:

Loan No. 310—500,000

Dated at Sydney, this 22nd day of February, 1952.

L. J. FERGUSON, Deputy Premier and Minister for Public Works and Public

INDICENT ARTICLES AND CLASSIFIED PUBLICATIONS ACT, 1935

Notice Under Section 14 (1).

I, WILLIAM FRANKLIN CHAFFICE, the Minister for the time being administering the Indecent Articles and Classified Publications Act, 1935, do hereby notify pursuant to section 14 (1) of the said Act that the following publications have been classified by a classification officer under section 13 of the said Act as shown hereunder:

| Title or Description | Author or Publisher | Classification |
|--|---|----------------|
| "Aggression Women" No. 7 | S&S Publications Ltd, London U.K. | Unclassified |
| "The New Review"—No. 41—Vol. 1 No. 12 | S&S Publications Ltd, London U.K. | Unclassified |
| "The Student" Vol. 4 No. 4 1950 | Amalgam Art Enterprises, 715, No. Hollywood, USA. | Classified |
| "Confidential Guide" (1951 Special) Vol. 2 No. 1 (Spring 1951) | Magazine Corp. New York, U.S.A. | Classified |
| "Demotion Squaring Hatters", No. 3 | S&S Publications Ltd, London, U.K. | Unclassified |
| "Eve" Vol. 1 No. 2 March 1950 | Eve Publications Inc, New York, U.S.A. | Classified |

W. Chaffice

Doc: 128476 / Doc: 01 859444 / Rev: 17 JUL 1997 / Site: OK OK / File: 12-Nov-2012 14:40 / Pg: ALL / Page: 4 of 4
 Ref: 128476 859444 / Street: -----

| OTHER USES | | | | | |
|---|--------------|---------------------------|------------|------|------------|
| SECTION PAGE | | FIRST SURVEY INSTRUCTIONS | | | |
| 24 | 10: 00000000 | 1:10 | 10: 000000 | 1:10 | 10: 000000 |
| | | | | | |
| SECOND SURVEY & OTHER CONDITIONS | | | | | |
| 25 | 10: 00000000 | 1:10 | 10: 000000 | 1:10 | 10: 000000 |
| <p style="text-align: center;"><i>J. B. Peltier</i></p> | | | | | |

OFFICE USE ONLY

DP.496014

I certify that this is sheet 51 of a plan of 67 sheets which has been prepared in accordance with regulations 22 and 24 of the Pipeline Regulations, 1968.

Registered: 12-2-1980
C.A.:

Checking Map: U 3620-7.8

Grantee: 22-2-1980 PAGE 826

Pipeline from PLUMPTON to RULINGWORTH PETROLEUM PRODUCTS

Route: 1 VONDAZ MUNNORAH

County: NORTHUMBRIA

Reduction ratio: 1:5000

Lengths are in metres.

Drawn by:

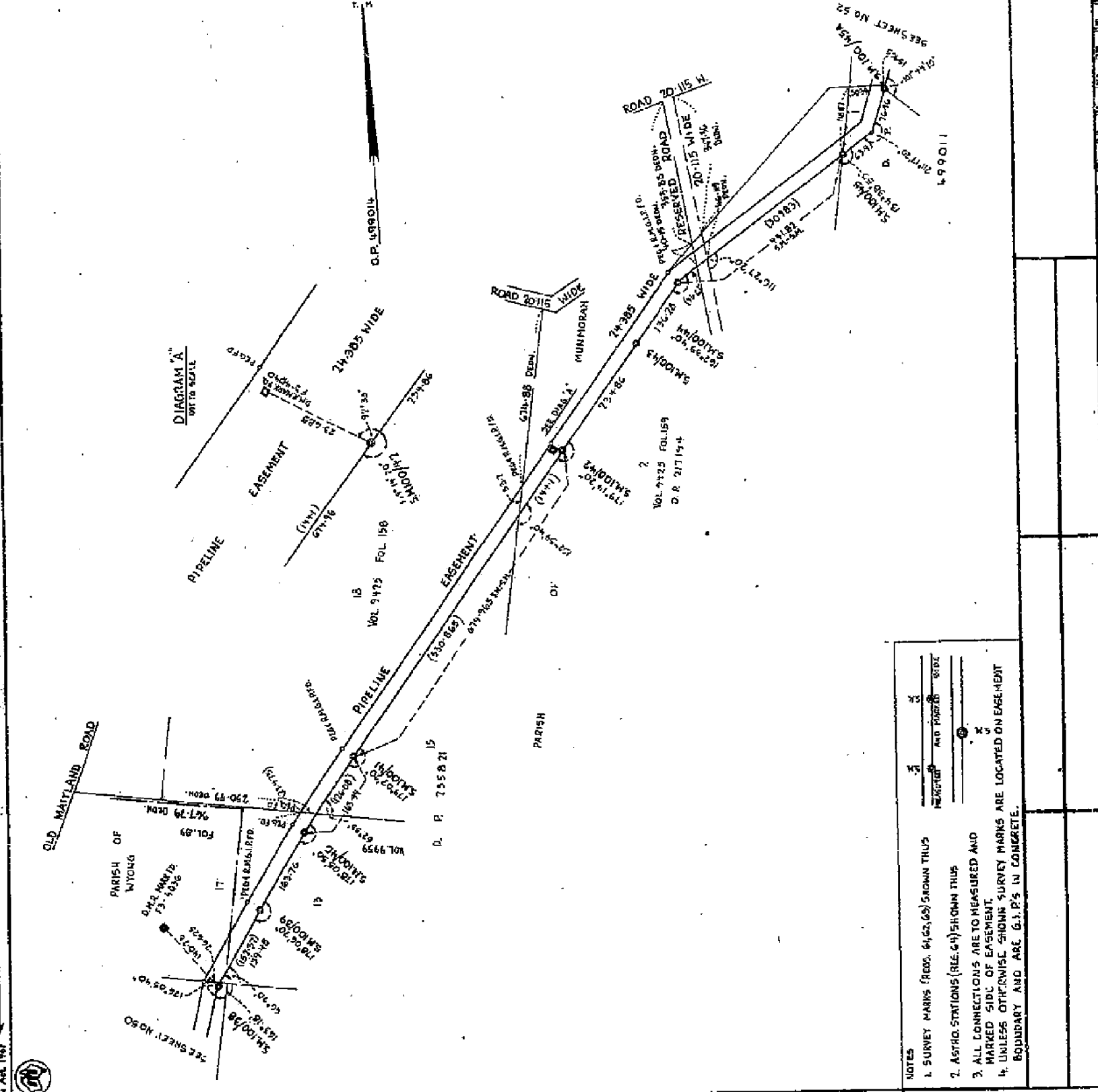
Checked by:

HEBERT, FREDERICK EGALINE
11, BELLE Vue, COLCHESTER, CO. 10
HAS BEEN COMPILED FROM SMT. 55

Application for easement under the Land Management Act, 1958, as amended.

PURSUANT TO THE PIPELINES ACT 1967 IT IS INTENDED TO ACQUIRE PIPELINE EASEMENT 24.285 WIDE SHEETS 205 TO 208 INCL

INSTRUMENT FILED AS R.677056 COPY OF INSTRUMENT FILED AS BK. 806L No. 44



Plan Form - To be used only for the purposes of the Pipeline Act, 1967

SIGNATURES AND SEALS ONLY

Plotted by: [Signature]
Checked by: [Signature]
Date: 24.11.80

Notes:
1. SURVEY MARKS (REDS, 64, 65, 66) SHOWN THUS
2. ASTRO. STATIONS (RELS. 64) SHOWN THUS
3. ALL CONNECTIONS ARE TO MEASURED AND MARKED SIDES OF EASEMENT.
4. UNLESS OTHERWISE SURVEY MARKS ARE LOCATED ON EASEMENT BOUNDARY AND ARE IN CONCRETE.

Scale:
1:5000
1:10000

Scale:
1:5000
1:10000

NOTICE TO THE PUBLIC: THIS SURVEY HAS BEEN MADE IN ACCORDANCE WITH THE PIPELINE ACT, 1967 AND THE PIPELINE REGULATIONS, 1968.

Reg 4708516 / Doc: 03 E966984 / Rev. 02-Sep-1999 / Status: OK / Exp: 16-Nov-2012 14:44 / Pgs: ALL / Sheet 1 of 1
 Ref: 11 without X96698 / S/017



**APPLICATION TO NOTE RESTRICTION
 ON THE USE OF LAND**
 SECTION 89(2)(c), CONVEYANCING ACT, 1919
 REAL PROPERTY ACT, 1900

| | | |
|---|---|-----|
| R | H | R / |
| S | | |

| Section 89(2)(c) Title | Address (including street and lot number) | Location |
|------------------------------|---|----------|
| Folio Identifier 1/259375 | YUNGGI | YUNGGI |

APPLICANT
 ROADS AND TRAFFIC AUTHORITY OF NEW SOUTH WALES

I hereby declare that the land described in the above application is not subject to any other restriction on its use, the terms of which are specified in the Order annexed to this copy of which is set out hereon and which affects the land described annexed Order by the Roads and Traffic Authority of New South Wales being the Proscribed Authority under Section 89(2) of the Conveyancing Act, 1919.

25th Dec 19
 OVER

DATE

I hereby certify that this application is made for the purposes of the Real Property Act, 1900 and I also certify that the person or corporation named in this application is the person or corporation who is

Executed by me or my authorized officer for the applicant who is personally known to me.

[Signature]
 BY

BOUNCE MUIR
 General Manager, COLLECTIONS

260 ELIZABETH ST SURRY HILLS, CLACK

[Signature]
 EXECUTED PURSUANT TO DELEGATION
 BOOK 474 218

| | | | |
|---|---|-----------------------------------|------------------------|
| TO BE COMPLETED BY LENDING PARTY (Form 2) and (3) | Logged by: Roads and Traffic Authority NSW 260 Elizabeth Street SURRY HILLS NSW 2060 DK 13 SYDNEY Phone 218 6470 CPP F3/200.1004 Delivery box number 556X | LOCATION OF DOCUMENTS OR OTHER | |
| | Checked by: <i>[Signature]</i> Signed: <i>[Signature]</i> | Registered: <i>[Signature]</i> | Insured Produced by |

THIS IS THE ORDER REFERRED TO IN THE APPLICATION TO
ROAD RESTRICTION AS TO USER UNDER SECTION 88D(1)
CONVEYANCING ACT, 1919, AS AMENDED


CONVEYANCING ACT, 1919
ORDER - SECTION 88D(1) OF
CONVEYANCING ACT, 1919




1. The Roads and Traffic Authority of New South Wales is the prescribed authority for the purposes of this Order.
2. (a) That the land described in Schedule 1 hereto will not nor will any part thereof at any time hereafter be used as a means of access or route to or from any part of the land described in Schedule 2 hereto or to or from any part of the road constructed or to be constructed over the land described in Schedule 2 hereto without the prior written consent of the prescribed authority (which consent may at any time be revoked by the prescribed authority in his absolute discretion).
- (b) That no means of access or route to or from any part of the land described in Schedule 2 hereto or to or from the road constructed or to be constructed over the land described in Schedule 1 hereto will at any time hereafter (without such consent as aforesaid being first had and obtained and which consent may be revoked as aforesaid) be opened, constructed, formed or laid out in or over or upon the land described in Schedule 1 hereto or any part thereof and any means of access or route must be forthwith closed upon the prescribed authority revoking his consent as aforesaid.

Dated at Sydney this 7th day of December 1992

SIGNED by the Delegation
of the Roads and Traffic
Authority of New South
Wales
in the presence of:


SPECIALS SURVIVANT TO DELEGATION
BOOK 118 No. 124


Witness

SCHEDULE 1

ALL that piece of land situate in the Shire of Wyong, Parish of Murrumbidgee and County of Northumberland, being the whole of the land comprised within Certificate of Title Folio Identifier 1/299075, and shown as Lot 7, Deposited Plan 299075 which is also numbered 6003 505 88 0107 at the Roads and Traffic Authority of New South Wales. The land is in the possession of the Roads and Traffic Authority of New South Wales.

SCHEDULE 2

ALL that piece of land situate in the Shire of Wyong, Parish of Murrumbidgee and County of Northumberland being part of the land comprised within Certificate of Title Volume 9625 Folio 159 and shown as Lot 6, Deposited Plan 299075 which is also numbered 6003 505 88 0107 at the Roads and Traffic Authority of New South Wales. The land is in the possession of the Roads and Traffic Authority of New South Wales.



... 14/11/2012 14:44:00 ...

PLAN FORM 1

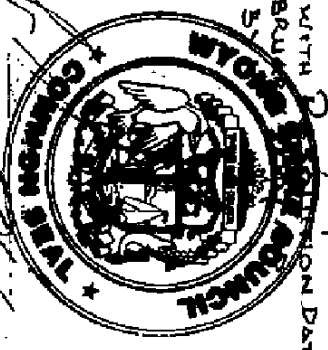
SIGNATURES, SEALS AND STATEMENTS of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

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

- 1) EASEMENT FOR GAS MAIN AND ASSOCIATED APPARATUS 5 WIDE

The Common Seal of Wyong Shire Council was hereunto Affixed on 28th Day of February 2007 in Accordance with Section 141K of the Local Government Act 1995 and Attested to by

MAYOR
 GENERAL MANAGER



Department of Lands Approval

(Authorised Officer) in approving this plan certifies that all necessary approvals in regard to the allocation of the land shown herein have been given.

Signature: _____
 Date: _____
 File Number: _____
 Office: _____

Subdivision Certificate

I hereby certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed

EASEMENT (insert subdivision or type road) set out herein

Consent Authority: *Wyong Shire Council*

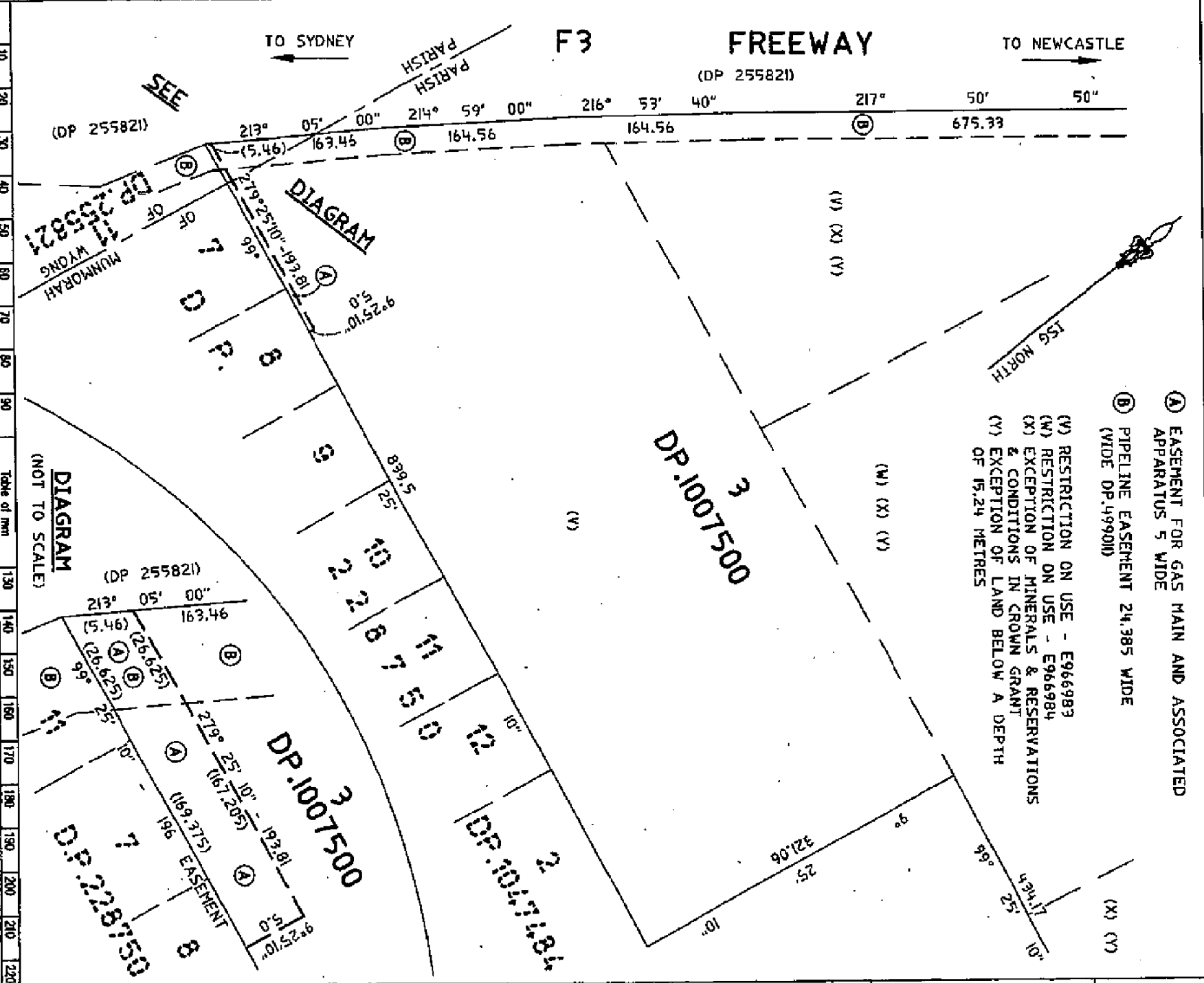
Date of endorsement: 11-10-2006

Subdivision Certificate no: 161-2006

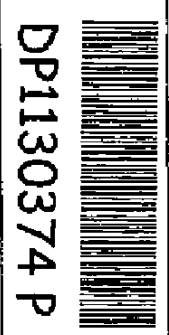
Note: When the plan is lodged electronically in the Land Titles Office it should include a signature in an electronic or digital format approved by the Registrar-General.
 * Delete whichever is inapplicable

SURVEYOR'S REFERENCE: 1797easde 2006M7100 (1169) Comp

Plan Drawing only to appear in this space



- (A) EASEMENT FOR GAS MAIN AND ASSOCIATED APPARATUS 5 WIDE
- (B) PIPELINE EASEMENT 24.385 WIDE (WIDE DP.499011)
- (W) RESTRICTION ON USE - E966983
- (X) RESTRICTION ON USE - E966984
- (Y) EXCEPTION OF MINERALS & RESERVATIONS & CONDITIONS IN CROWN GRANT
- (V) EXCEPTION OF LAND BELOW A DEPTH OF 15.24 METRES



DP1130374 P

Registered 8.9.2008

The System: TORRENS

Purpose: EASEMENT

Ref. Map: U 3620-7

Last Plan: DP.1007500

PLAN OF EASEMENT FOR GAS MAIN AND ASSOCIATED APPARATUS 5 WIDE AFFECTING LOT 3 IN DP.1007500

Lengths are in metres. Reduction Ratio 1:4000

L G A : WYONG

Locality: WARNERVALE

Parish: MUNNORAH/WYONG

County: NORTHERLAND

Plans used in preparation of compilation.

- DP.228750
- DP.255821
- DP.499011
- DP.1007500
- DP.1047484
- DP.103016


Surveying Regulation 2001

I, **STUART B. MCKAY**,
 ONS SURVEYORS P/L
 of **PO BOX 463 DEE WHY 2099**
 a surveyor registered under the Surveying Act 2002, hereby certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying Regulation 2001 and was completed on **29th AUGUST 2006**.
 The survey relates to **LOT 3 IN DP.1007500**
 (here specify the land actually surveyed, or specify any land known in the plan that is the subject of the survey)
 (Signature) *Stuart McKay* Dated: 5/09/2006
 (Seal) *Stuart McKay* Registered under the Surveying Act 2002
 Type: Urban/Rural

OFFICE USE ONLY

Printed on 22/11/2012 10:00:00 AM / Rev: 08-Sep-2012 / Status: OK / Printed on 2012-09-10 / Page: 22 of 2
 WARNING: Electronic document supplied by DPW NSW for Your Information use only

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
 AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B
 CONVEYANCING ACT, 1919
 (SHEET 1 OF 4 SHEETS)**

| | |
|---|--|
| <p>Plan:  DP1130374 B</p> <p><u>Full name and address of proprietor of the land:</u></p> <p><u>Identity of the Easement referred to in the abovementioned plan:</u></p> | <p>PART 1</p> <p>Lot 3 in DP1007500</p> <p>Wyong Shire Council of 16 Holy Street Wyong NSW 2259</p> <p>Easement for gas main and associated apparatus 5m wide</p> |
|---|--|

SCHEDULE OF LOTS AFFECTED

| | |
|---------------------|---|
| <u>Lot Burdened</u> | <u>Authority Benefited</u> |
| Lot 3 DP1007500 | AGL Gas Networks Limited <i>AM</i> (ABN 87 003 004 322) |

PART 2

Terms of easement for gas main and associated apparatus firstly referred to in the abovementioned plans:

1. For the purposes of this Instrument, the following words have the following meanings unless the contrary intention appears:

“Apparatus” means mains, pipes and other associated apparatus (including cathodic protection equipment) used for the conveyance, control, measurement and distribution of the Substances and for purposes incidental thereto.

“Easement Site” means that part of the Lot Burdened identified as being subject to the Easement in the Plan which accompanies this Instrument.

“AGL” means ~~AGL Gas Networks~~ *Alinta AGN AM* Limited ABN 87 003 004 322 and its successors and its officers, agents, employees and other persons authorised by it

“Substances” means natural gas, artificial gas, liquid petroleum gas, oil and other hydrocarbons whether in a gaseous, liquid or solid state and any products or by-products thereof.

GAS/EASEMENTS/88B

DocID:315 /DocID:DP 1130374 B /Rev:01-Sep-2009 /Sta:01 OK /Prt:09 Sep-2009 DP110 /Prt ALL /SAG P n° 4
 WARNING : Electronic document supplied by DPI NSW for Your Internal Use Only.

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
 AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B
 CONVEYANCING ACT, 1919
 (SHEET 2 OF 4 SHEETS)**

| | | |
|---|--|--------------------|
| <u>Plan:</u> | DP1130374 | Lot 7 in DP1007500 |
| <u>Full name and address of proprietor of the land:</u> | Wyong Shire Council of 16 Hely Street Wyong NSW 2259 | |
| <u>Identity of the Easement referred to in the abovementioned plan:</u> | Easement for gas main and associated apparatus 5m wide | |

2. Full and free right and licence for AGI. to construct Apparatus on the Easement Site (including above and below the surface) for, or related to, the conveyance of Substances through, under and across the Easement Site and to use, examine, re-lay, alter, renew, maintain and remove such Apparatus **TOGETHER WITH** the following rights:
 - a) a right of support of the Apparatus;
 - b) to enter, pass and re-pass on the Lot Burdened with or without vehicles, to gain access to the Easement Site and to remain there for any reasonable time with or without workmen, materials and machinery;
 - c) to remove any obstructions which encroach onto the Easement Site or prevent reasonable access to the Easement Site;
 - d) to excavate the Lot Burdened within the Easement Site for the purposes of this easement.
3. In the exercise of its rights under this easement AGI. shall take reasonable precautions to cause as little disturbance as possible to the surface of the Easement Site and upon completion of the work will restore the surface to its former condition as far as reasonably practicable but AGI. shall not be obliged to restore or rebuild any building structure, roadway, pavement, pipeline cable or other improvement, erected upon, through or under the Easement Site.
4. The proprietor of the Lot Burdened undertakes that no structure, pipeline, cable or other improvement will be erected upon, over or under the Lot Burdened within the Easement Site without the prior consent in writing of AGI. **AND** that the proprietor has before the execution of this easement obtained any consents and approvals required from any other person or authority which holds an easement over the Lot Burdened.

G:\DSR\EASEMENTS\REF

Book 100 / DocID 1773114 3 / REV:02-Sep-2008 / 021150.00 / 011010-Sep-2006 04 of 18pt-A11 (Sect 3 of 1
1007500 - Electronic Document Supplied by LPI NSW for Your Information Use Only.

**INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTIONS
AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B
CONVEYANCING ACT, 1919
(SHEET 3 OF 4 SHEETS)**

PART 2 (cont.)

Plan **DP1130374**

Lot 3 in DP 1007500

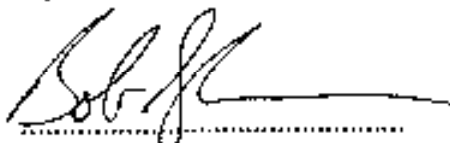
Full name and address of
Proprietor of the land:

Wyong Shire Council
16 Hely Street
WYONG NSW 2259

Identity of the easement referred
to in the abovementioned plan:

Easement for Gas Main and associated
apparatus 5 metre wide.

THE COMMON SEAL of WYONG)
SHIRE COUNCIL was hereunto affixed)
on 28th day of February 2007)
in accordance with Resolution dated 14th)
day of February 2007 and attested to by:)


.....
Mayor


.....
General Manager



Doc ID: 100107 111374 2 / Rev: 18 06/2008 / Size: 80.0K / Print: 0 Sep 2006 01:13 / Not All / Page 4 of 4
WARNING: Electronic Document Supplied by LPI Not For Your Internal Use Only.

DP1130374

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

(SHEET 4 OF 4 SHEETS)
PART 2 (cont)

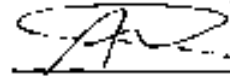
~~THE COMMON SEAL OF AGL NBS~~
NETWORKS LIMITED)
(ABN: 87 003 004 322) was herewith affixed)
in the presence of:)

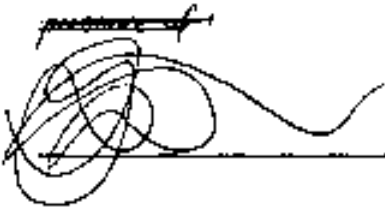
.....
Director

.....
Secretary

I certify that the attorney signing
~~opposite, with whom I am personally~~
opposite, with whom I am personally
~~disqualified, signed this instrument~~
disqualified, signed this instrument
in my presence

) Certified correct for the
purposes of the Real
Property Act 1900 by the
Attorney named below who signs
this instrument pursuant to the
power of attorney specified.

) 
ALFIO RAPISARDA
) Signing on behalf of
ALINTA AGN LIMITED
Power of Attorney
book: 4519
no. : 915



SOLICITOR, LEVEL 14, 1 O'CONNELL ST, SYDNEY



DP1164758.PDF (2011-07-29 10:00:00) DP1164758.PDF (2011-07-29 10:00:00) DP1164758.PDF (2011-07-29 10:00:00)
REALIZED - Information Document Supplied by DP1164758.PDF (2011-07-29 10:00:00)

PLAN FORM 6

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 1 sheet(s)

SIGNATURES, SEAL AND STATEMENTS of intention to dedicate public roads, public reserves and drainage reserves or create easements, restrictions on the use of land and positive covenants



DP1164758 S

EASEMENT TO BE ACQUIRED

For Like Only

Office Use Only

Registered: 29.07.2011

Title System: TORRENS

Purpose: EASEMENT

PLAN OF PROPOSED EASEMENT TO DRAIN SEWAGE OVER LOTS 21, 22 & 23 IN DP 258530 & LOT 3 IN DP 1007500

LGA: WYONG

Locality: WARNERVALE AND HALLORAN

Parish: MUNMORAH

County: NORTHUMBERLAND

Survey Certificate

I, BARRY ERIC CHARLES HUNT

of BARRY HUNT ASSOCIATES

a surveyor registered under the Surveying and Spatial Information Act 2002, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying and Spatial Information Regulation 2005 and was completed on: 29/07/11

The survey relates to EASEMENT ONLY

(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature: [Signature] Dated: 6/4/2011
Surveyor registered under the Surveying and Spatial Information Act 2002

Datum Line: "X" - "Y"

Type: Rural

Plans used in the preparation of survey/compilation

- DP 258075 DP 776142
- DP 259530 DP 716736
- DP 1007500
- DP 1030020
- DP 1091691
- DP 1142367

If space is insufficient use PLAN FORM 6A annexure sheet

Surveyor's Reference: 39050.P 'B'

if space is insufficient use PLAN FORM 6A annexure sheet
Crown Lands NSW/Western Lands Office Approval
I, [Signature] in approving this plan, certify (Authorised Officer) that all necessary approvals in regard to the allocation of the land shown herein have been given.
Signature: _____
Date: _____
File Number: _____
Office: _____

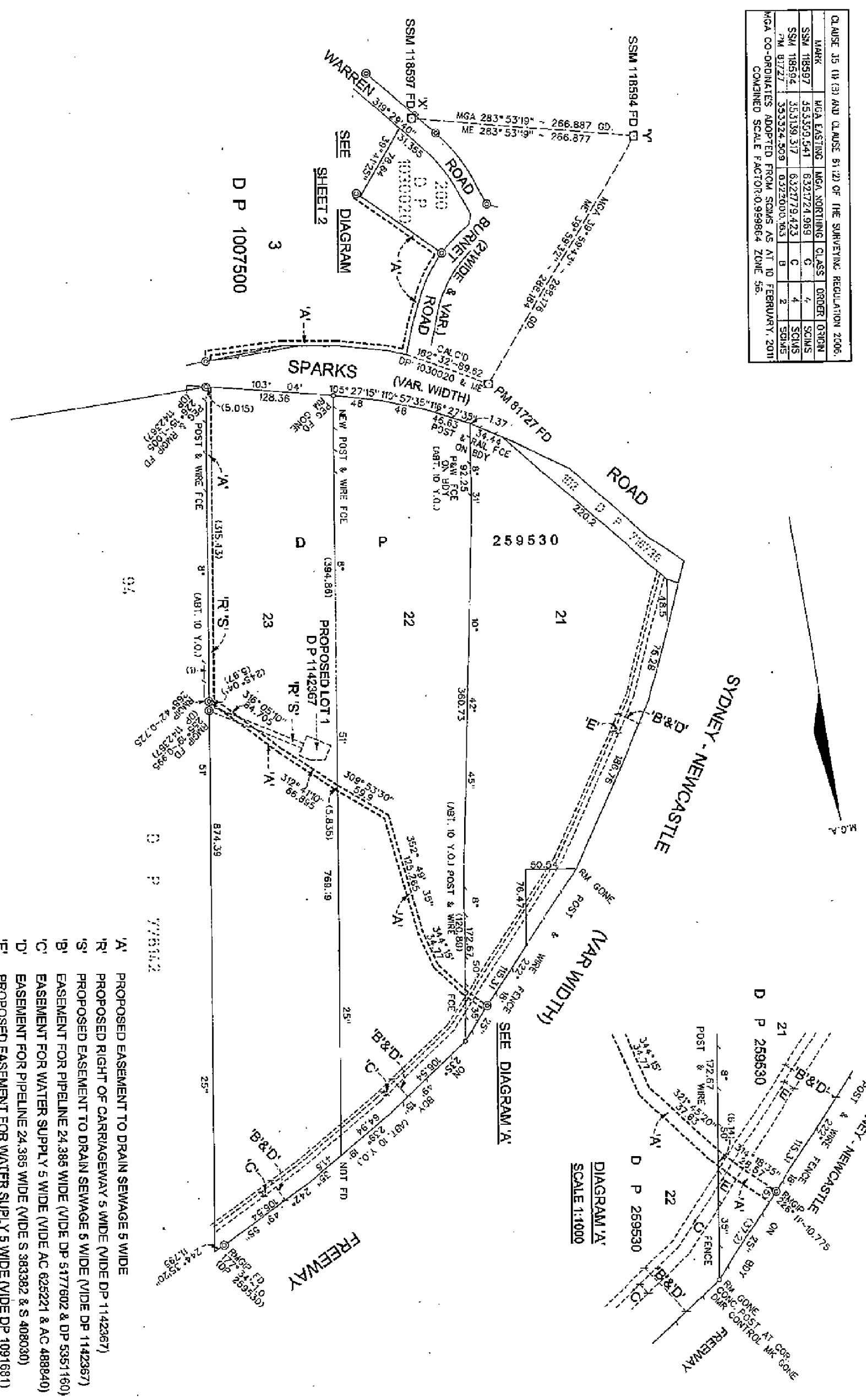
Subdivision Certificate
I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:
the proposed [] set out herein
(insert 'subdivision' or 'new road')
[Signature]
* Authorised Person/General Manager/ Accredited Certifier
Consent Authority: _____
Date of endorsement: _____
Accreditation no: _____
Subdivision Certificate no: _____
File no: _____

* Spike through inapplicable parts.

PLAN FORM 2 (A2)

| MARK | HGA EASTING | HGA NORTHING | CLASS | ORDER | ORIGIN |
|------------|-------------|--------------|-------|-------|--------|
| SSM 118597 | 353309.941 | 632721.969 | C | 4 | SCMS |
| SSM 118594 | 353139.317 | 632779.423 | C | 4 | SCMS |
| PM 81727 | 353324.808 | 632700.193 | B | 2 | SCMS |

MGA CO-ORDINATES ADOPTED FROM SCMS AS AT 10 FEBRUARY 2011
 CONAINED SCALE FACTOR: 0.999864 ZONE 56.



WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 1 of 2 sheets

Surveyor: HARRY ERIC CHARLES HUNT
 Date of Survey: 23/03/11
 Surveyor's Ref: 3905DP B

PROPOSED EASEMENT TO DRAIN
 SEWAGE OVER LOTS 21, 22 & 23 IN DP 259530
 & LOT 3 IN DP 1007500

LCA: WYONG
 Locality: WARNEPVILLE AND
 Subdivision No: HALLORAN
 Lengths are in metres. Regulation No: 12500

Registered
 29.07.2011

DP1164758 P

- 'A' PROPOSED EASEMENT TO DRAIN SEWAGE 5 WIDE
- 'R' PROPOSED RIGHT OF CARRIAGEWAY 5 WIDE (WIDE DP 1142367)
- 'S' PROPOSED EASEMENT TO DRAIN SEWAGE 5 WIDE (WIDE DP 1142367)
- 'B' EASEMENT FOR PIPELINE 24.385 WIDE (WIDE DP 5177602 & DP 5351160)
- 'C' EASEMENT FOR WATER SUPPLY 5 WIDE (WIDE AC 625221 & AC 488840)
- 'D' EASEMENT FOR PIPELINE 24.385 WIDE (WIDE S 383382 & S 408030)
- 'E' PROPOSED EASEMENT FOR WATER SUPPLY 5 WIDE (WIDE DP 1091681)

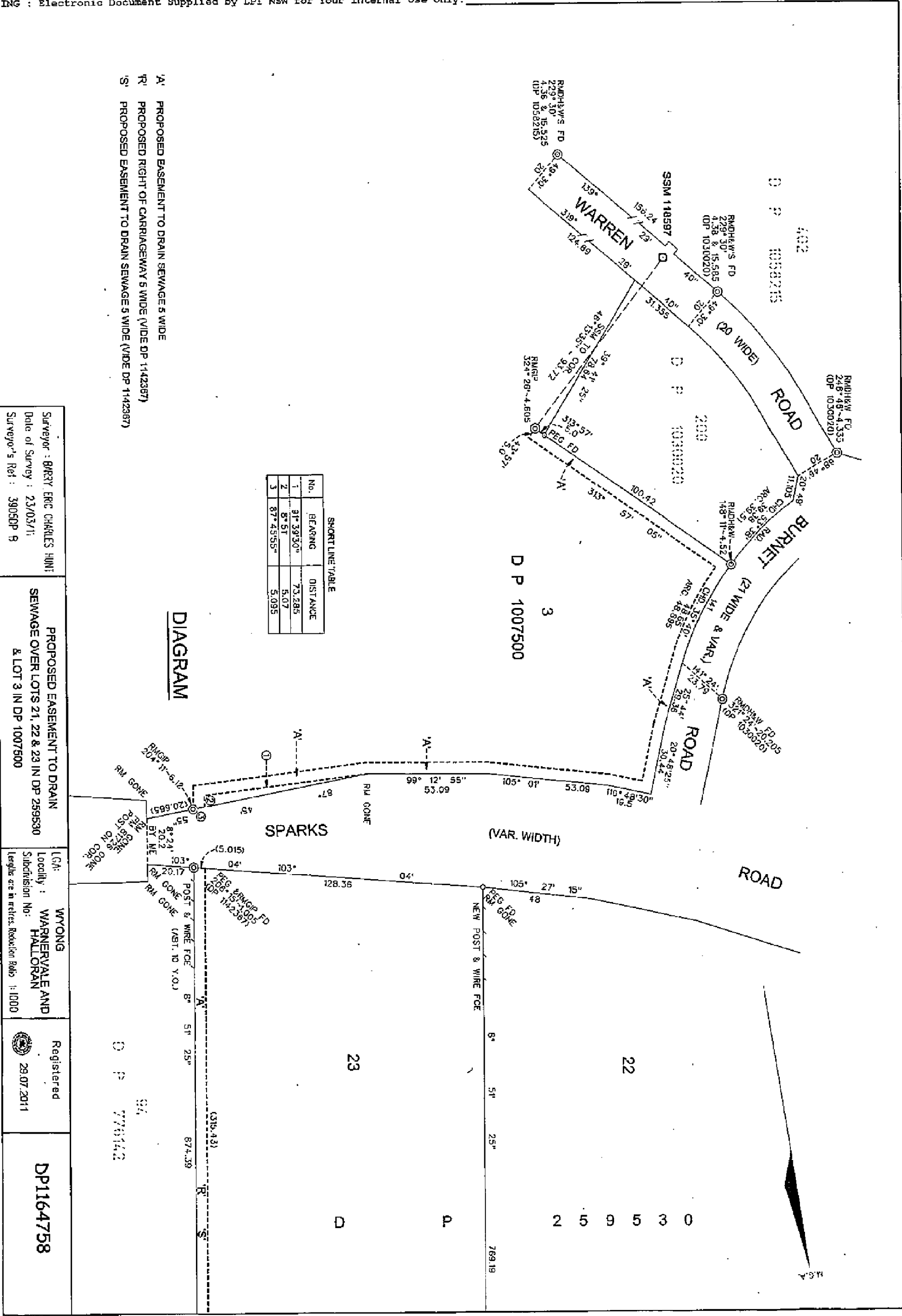
00 10 20 30 40 50 60 70 80 90 100 110 120 130 140

Box:e-DeX /Doc:DP 1164758 P /Rev:29-Jul-2011 /Sts:SC.OK /Prt:30-Jul-2011 01:33 /Egs:ALL /Seq:2 of 3
 WARNING : Electronic Document Supplied by LPI NSW for Your Internal Use Only.

PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 2 of 2 sheets



SHORT LINE TABLE

| No. | BEARING | DISTANCE |
|-----|-------------|----------|
| 1 | 31° 39' 30" | 73.285 |
| 2 | 87° 51' | 5.07 |
| 3 | 87° 45' 55" | 5.095 |

DIAGRAM

- A' PROPOSED EASEMENT TO DRAIN SEWAGE 5 WIDE
- R' PROPOSED RIGHT OF CARRIAGEWAY 5 WIDE (WIDE DP 1142387)
- S' PROPOSED EASEMENT TO DRAIN SEWAGE 5 WIDE (WIDE DP 1142387)

| | | | | |
|--|---|---|--------------------------|-----------|
| Surveyor : BARRY ERIC CHARLES HUNT Date of Survey : 23/03/11 Surveyor's Ref : 3905DP R | PROPOSED EASEMENT TO DRAIN SEWAGE OVER LOTS 21, 22 & 23 IN DP 2595830 & LOT 3 IN DP 1007500 | LG# : WYONG Locality : WARNERVILLE AND Subdivision No : HALLORAN Length are in metres Reduction Ratio : 1:1000 | Registered 29.07.2011 | DP1164758 |
|--|---|---|--------------------------|-----------|

0 10 20 30 40 50 60 70 80 90 100 110 120 130 140



ABN 47 654 613 735
16 November 2012



Wyong Shire Council
PO Box 20
WYONG NSW 2259

Dear Sir/Madam

Property: Lot 3 DP 1007500
Warnervale Airport, 150-190 Sparks Road, WARNERVALE NSW
2259
Your Reference: BRIAN GLENCENNING

Reference is made to your request for a Sewer Mains Diagram.

In this regard please now find attached a copy of the relevant information showing the sewer main's location in relation to the property.

If you have any further enquiries regarding this diagram, please contact Council's Water and Waste Section by telephoning (02) 4350 5244

Yours faithfully

Wendy Eider
Signed on Behalf of Council

Attach





**Wyong Shire Council
Sewer Mains Diagram**

Not to Scale

Lot 3 DP 1007500

Legend



- SEWER
- Reticulation Mains
- Manhole
- Cast Iron Pipes
- Concrete Encasing
- Disused Pipes
- RISING
- Main Lines
- Concrete Encasing
- Cast Iron Pipes
- Disused Pipes
- Applicants Land

Warning Note for Underground Plant Locations

This plan may not have been adjusted to take into account changes to boundaries, banks, fences or structures subsequent to the initial sign of the services. This plan is not to scale and all measurements are approximate only. The surveyors indicated are expected to use in proximity to the location and depth shown on the plan. When it is intended to rely on the accurate location of the services, the exact position and depth of the services should be ascertained by a suitably qualified person. Council can provide an on-site survey service on request to assist in this process. Serious underground work will be held responsible for any damage caused to Council's services. Any indication of materials should be used as a guide only.

Base Cadastre is part of the Digital Cadastre Database supplied by the Land and Property Management Authority (LPMA). Any person whose legal rights may be affected or interests to act or any additional information shown on this plan should verify such information by consulting the DPMA before so acting.

Michael Whitlock
Technical Manager

Issue Date 16/11/2012



Wyong
Shire
Council

ABN 47 054 613 735
Certificate No: 40947
Reference No: BRIAN GLENDENING



Wyong Shire Council
PO Box 20
WYONG NSW 2259

SECTION 149(2) AND (5) PLANNING CERTIFICATE

This Planning Certificate is issued on 16 November 2012 in respect to the land described below, pursuant to s.149 of the Environmental Planning and Assessment Act 1979

Fee paid: \$133.00
Receipt No: 181112
Receipt Date: 16 November 2012

DESCRIPTION OF LAND COUNTY OF NORTHUMBERLAND

Property Address: Warnervale Airport, 150-190 Sparks Road, WARNERVALE NSW 2259
Property Description: Lot 3 DP 1007500
Property Owner: Wyong Shire Council

The information contained within this certificate relates to the land.

1 RELEVANT PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS

1.1 Environmental Planning Instruments which apply to the land

Wyong Local Environmental Plan 1991

State Environmental Planning Policy (State and Regional Development) 2011
State Environmental Planning Policy No 44 – Koala Habitat Protection
State Environmental Planning Policy No 4 – Development without Consent and Miscellaneous Exempt and Complying Development
State Environmental Planning Policy No 1 – Development Standards
State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007
State Environmental Planning Policy (Affordable Rental Housing) 2009
State Environmental Planning Policy No 32 – Urban Consolidation (Redevelopment of Urban Land)
State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004

State Environmental Planning Policy No 14 – Coastal Wetlands
 State Environmental Planning Policy No 33 – Hazardous and Offensive Development
 State Environmental Planning Policy No 50 – Canal Estates
 State Environmental Planning Policy No 55 – Remediation of Land
 State Environmental Planning Policy (Major Development) 2005
 State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004
 State Environmental Planning Policy (Infrastructure) 2007
 State Environmental Planning Policy (Exempt and Complying Development Codes) 2006

- 1.2 **Proposed Environmental Planning Instruments which will apply to the land and is or has been the subject the subject of community consultation or public exhibition**

The land is not subject to any Draft Local Environmental Plans.

1.3 **Development Control Plans**

Development Control Plan 2005 applies to this land.

2 ZONING AND LAND USE

a Identity of the Zone

Lot 3 DP 1007500

IN1 General Industrial
 Lot 3 DP 1007500

7G Wetlands Management Zone
 Lot 3 DP 1007500

E2 Environmental Conservation

For each of the environmental planning instruments referred to in clause 1, please refer to the attached land use table to determine:

- b development that may be carried out within the zone without the need for development consent,
 - c development which may not be carried out within the zone except with development consent and
 - d development which is prohibited within the zone
- e Development Standards applying to the land**
- Clause 15 – Development on land containing acid sulphate soils

- (1) The objective of this clause is to require special assessment of certain development on land identified as being subject to actual acid sulphate soils or potential acid sulphate soils.
- (2) A person must not, without the consent of Council, carry out works described in the following Table on land of the class or classes specified for those works in that Table and shown on the Acid Sulphate Soils Planning Map, except as provided by subclause (4).

| Class of land shown on Acid Sulphate Soils Planning Map | Works |
|---|--|
| 1 | Any works |
| 2 | Works below the natural ground surface. Works by which the watertable is likely to be lowered. |
| 3 | Works beyond 1 metre below the natural ground surface. Works by which the watertable is likely to be lowered to any point beyond 1 metre below the natural ground surface. |
| 4 | Works beyond 2 metres below the natural ground surface. Works by which the watertable is likely to be lowered to any point beyond 2 metres below the natural ground surface. |
| 5 | Works which are likely to lower the watertable in adjacent Class 1,2,3 or 4 land to any point below 1 metre AHD. |

- (3) For the purposes of subclause (2), works includes:
- any disturbance of more than one tonne of soil (such as occurs in carrying out agriculture, agricultural-related works, the construction or maintenance of drains, engineering works, extractive industries, dredging, the construction of artificial water bodies (including canals, dams and retention basins) or foundations, or flood mitigation works), or
 - any other works that are likely to lower the watertable.
- (4) This clause does not require consent for the carrying out of works if:
- a copy of a preliminary assessment of the proposed works undertaken in accordance with the Acid Sulphate Soils Assessment Guidelines has been given to the Council, and
 - the Council has provided written advice to the person proposing to carry out the works confirming that results of the preliminary assessment indicate the proposed works need not be carried out

pursuant to an acid sulphate soils management plan prepared in accordance with the Acid Sulphate Soils Assessment Guidelines

- (5) The Council must not grant a consent required by this clause unless it has considered:
- (a) the adequacy of an acid sulphate soils management plan prepared for the proposed development in accordance with the Acid Sulphate Soils Assessment Guidelines, and
 - (b) the likelihood of the proposed development resulting in the discharge of acid water, and
- (6) This clause requires consent for the development to be carried out by the Council and other public authorities despite:
- (a) clause 35 of, and items 2 and 11 of Schedule 1 to, the Environmental Planning and Assessment Model Provisions 1996, as adopted by this plan, and
 - (b) clause 10 of State Environmental Planning Policy No 4 – Development without Consent and Miscellaneous Exempt and Complying Development, and
 - (c) clause 24 of this plan.
- (7) Notwithstanding the provisions of subclause (6), the following types of development may be carried out without consent by the Council or another public authority:
- (a) development consisting of emergency work and remediation, subject to compliance with subclause (9),
 - (b) development consisting of routine maintenance and remediation, subject to compliance with subclause (9),
 - (c) development on class 4 or 5 land (within the meaning of subclause (2)) consisting of minor work, and development ancillary to that development, such as the carrying out of excavation work, the construction of accessways and the provision of power supplies and remediation, subject to compliance with subclause (9).
- (8) Despite subclause (7), development consisting of routine maintenance or minor work may be carried out only with consent if the development is on a site listed as a heritage item.
- (9) Where the Council or another public authority carries out development described in subclause (7) and encounters, or is reasonably likely to encounter acid sulphate soils, the Council or other public authority shall properly deal with those soils in accordance with the Acid Sulphate Soils Assessment Guidelines so as to minimise the actual or potential impact to the environment arising from disturbance of the soils.
- STATE ENVIRONMENTAL PLANNING POLICY (MAJOR DEVELOPMENT) 2005 (AMENDMENT 21) – The aims of this Policy are:
- (a) to identify the land to which this Policy applies as a State significant site

under *State Environmental Planning Policy (Major Projects) 2005*, and

- (b) to promote economic development and the creation of employment in the Wyong Employment Zone by providing for development for a wide range of employment-generating industrial, manufacturing, warehousing, storage or research purposes, and
- (c) to provide for the co-ordinated planning and development of land within the Wyong Employment Zone, and
- (d) to rezone land to which this Policy applies for general industrial and environmental conservation purposes, and
- (e) to provide for appropriate development in the Wyong Employment Zone that satisfies the principles of ecologically sustainable development, and
- (f) to identify and conserve land within the Wyong Employment Zone that has high biodiversity values for environmental protection and conservation purposes and restrict development on flood prone land.

i Critical Habitat

Nil

g Conservation Area

Nil

h Environmental Heritage

Nil

2A ZONING AND LAND USE UNDER STATE ENVIRONMENTAL PLANNING POLICY (SYDNEY REGION GROWTH CENTRES) 2006

Not applicable

3 COMPLYING DEVELOPMENT

Whether or not the land is land on which complying development can be carried out under each of the codes for complying development because of the provisions of clause 1.17A (c) and (d) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*?

1. PART 3 – GENERAL HOUSING CODE

- a Complying development under the General Housing Code may not be carried out on the land.
- b The land is affected by specific land conditions:
 - This land is an environmentally sensitive area being land to which State

Environmental Planning Policy No 14 – Coastal Wetlands or State Environmental Planning Policy No 26 – Littoral Rainforests applies.

- The land is an environmentally sensitive area as it is within 100m of land to which *State Environmental Planning Policy No 14 – Coastal Wetlands or State Environmental Planning Policy No 26 – Littoral Rainforests* applies.

2. PART 3A – RURAL HOUSING CODE

- a. Complying development under the Rural Housing Code **may not** be carried out on the land unless the complying development is carried out on the part of the lot to which clause 1.19 or 1.17A of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2006* does not apply.

b. The land is affected by specific land conditions:

- This land is an environmentally sensitive area being land to which *State Environmental Planning Policy No 14 – Coastal Wetlands or State Environmental Planning Policy No 26 – Littoral Rainforests* applies.
- The land is an environmentally sensitive area as it is within 100m of land to which *State Environmental Planning Policy No 14 – Coastal Wetlands or State Environmental Planning Policy No 26 – Littoral Rainforests* applies.

3. PART 4 – HOUSING ALTERATIONS CODE

- a. Complying development under the Housing Alterations Code **may not** be carried out on the land.

b. The land is affected by specific land conditions:

- This land is an environmentally sensitive area being land to which *State Environmental Planning Policy No 14 – Coastal Wetlands or State Environmental Planning Policy No 26 – Littoral Rainforests* applies.
- The land is an environmentally sensitive area as it is within 100m of land to which *State Environmental Planning Policy No 14 – Coastal Wetlands or State Environmental Planning Policy No 26 – Littoral Rainforests* applies.

4. PART 4A – GENERAL DEVELOPMENT CODE

- a. Complying development under the General Development Code **may not** be carried out on the land.

b. The land is affected by specific land conditions:

- This land is an environmentally sensitive area being land to which *State Environmental Planning Policy No 14 – Coastal Wetlands or State Environmental Planning Policy No 26 – Littoral Rainforests* applies.
- The land is an environmentally sensitive area as it is within 100m of land to which *State Environmental Planning Policy No 14 – Coastal Wetlands or State Environmental Planning Policy No 26 – Littoral Rainforests* applies.

5. PART 5 – GENERAL COMMERCIAL AND INDUSTRIAL CODE

- a. Complying development under the General Commercial and Industrial Code **may not** be carried out on the land.

- b. The land is affected by specific land conditions:
 - This land is an environmentally sensitive area being land to which State Environmental Planning Policy No 14 – Coastal Wetlands or State Environmental Planning Policy No 26 – Littoral Rainforests applies.
 - The land is an environmentally sensitive area as it is within 100m of land to which *State Environmental Planning Policy No 14 – Coastal Wetlands* or *State Environmental Planning Policy No 26 – Littoral Rainforests* applies.

6. **PART 5 – SUBDIVISIONS CODE**

- a. Complying development under the Subdivisions Code **may not** be carried out on the land.
- b. The land is affected by specific land conditions:
 - This land is an environmentally sensitive area being land to which State Environmental Planning Policy No 14 – Coastal Wetlands or State Environmental Planning Policy No 26 – Littoral Rainforests applies.
 - The land is an environmentally sensitive area as it is within 100m of land to which *State Environmental Planning Policy No 14 – Coastal Wetlands* or *State Environmental Planning Policy No 26 – Littoral Rainforests* applies.

7. **PART 7 – DEMOLITION CODE**

- a. Complying development under the Demolition Code **may not** be carried out on the land.
- b. The land is affected by specific land conditions:
 - This land is an environmentally sensitive area being land to which State Environmental Planning Policy No 14 – Coastal Wetlands or State Environmental Planning Policy No 26 – Littoral Rainforests applies.
 - The land is an environmentally sensitive area as it is within 100m of land to which *State Environmental Planning Policy No 14 – Coastal Wetlands* or *State Environmental Planning Policy No 26 – Littoral Rainforests* applies.

4. **COASTAL PROTECTION ACT 1979**

This land is within the coastal zone as defined by the Coastal Protection Act however there are no notices under Sections 38 or 39 of this Act.

4A **CERTAIN INFORMATION RELATING TO BEACHES AND COASTS**

- 1. An order has not been made under Part 4D of the Coastal Protection Act 1979 on this land or on any public land adjacent to this property in relation to emergency coastal protection works. If an order has been made previously, Council is fully satisfied that the order has been complied with.

2. Council has not been notified under section 55X of the Coastal Protection Act 1979 that emergency coastal protection works have been placed on the land or public land adjacent to this property.
3. There is no information under section 56B that affects this land.

4B ANNUAL CHARGES UNDER LOCAL GOVERNMENT ACT 1993 FOR COASTAL PROTECTION SERVICES THAT RELATE TO EXISTING COASTAL PROTECTION WORKS

The owner (or any previous owner) of the land has not 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.

5 MINE SUBSIDENCE

The land is not within a proclaimed Mine Subsidence District.

6 ROAD WIDENING OR ROAD ALIGNMENT

1. DIVISION 2 SECTION 25 OF THE ROADS ACT 1993
The land is not affected by road realignment or road widening under the above.
2. ENVIRONMENTAL PLANNING INSTRUMENT
The land is not affected by road widening or road re-alignment under the above.
3. COUNCIL RESOLUTIONS
The property is not affected by road widening or road re-alignment under the above.

However, it should be noted that this property fronts a road under the control of the Roads and Maritime Services. For further details regarding road widening please refer to that agency.

7 COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES TO RESTRICT DEVELOPMENT DUE TO RISK

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

7A FLOOD RELATED DEVELOPMENT CONTROLS

Development on this 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 senior housing) and for other purposes are subject to flood related development controls.

Words and expressions in this clause have the same meaning as in the instrument set out in the Schedule to the *Standard Instrument (Local Environmental Plans) Order 2008*

8 LAND RESERVED FOR ACQUISITION

The following environmental planning instruments and proposed environmental planning instruments make provisions for the acquisition of land by a public authority as referred to in Section 27 of the Act.

Wyong Local Environmental Plan 1991
State Environmental Planning Policy (Major Development) 2005

9 CONTRIBUTION PLANS

The land is subject to Section 94 Contributions Plan No 7A – Warnervale District.

This land is subject to the Section 94 Contributions Plan for Wyong Shire No. 11 - Shire wide Infrastructure, Services and Facilities - July 2007.

9A BIODIVERSITY CERTIFIED LAND

The land is not "biodiversity certified land" within the meaning of Part 7A of the Threatened Species Conservation Act 1995.

10 BIOBANKING AGREEMENTS

Council has not been notified by the Director General of the Department of Environment, Climate Change and Water of an agreement issued under Part 7A of the Threatened Species Conservation Act 1995.

11 BUSHFIRE PRONE LAND

The information currently available to Council indicates some of the land is shown as bush fire prone land according to the Act.

12 PROPERTY VEGETATION PLAN

This land is not subject to a property vegetation plan under the Native Vegetation Act 2003.

NOTE: The advice provided in this section is based on notification by the Hunter Central Rivers Catchment Management Authority of the approval of a plan. Further information about property vegetation plans should be obtained from that Authority.

13 ORDER UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006

Council has not been notified of an Order issued under the Trees (Disputes between Neighbours) Act 2006.

NOTE: This advice is based on information provided by the Land and Environment Court.

14 DIRECTIONS UNDER PART 3A

Not Applicable

15 SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR SENIORS HOUSING

Council is not aware of there being a valid Site Compatibility Certificate issued by the Director-General of the Department of Planning and Infrastructure in respect of the land.

NOTE: This advice is based on information provided by the NSW Department of Planning and Infrastructure.

16 SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE

Council is not aware of there being a valid Site Compatibility Certificate issued by the Director-General of the Department of Planning and Infrastructure in respect of the land.

NOTE: This advice is based on information provided by the NSW Department of Planning and Infrastructure.

17 SITE COMPATIBILITY CERTIFICATES FOR AFFORDABLE RENTAL HOUSING

Council is not aware of there being a valid Site Compatibility Certificate issued by the Director-General of the Department of Planning and Infrastructure in respect of the land.

NOTE: This advice is based on information provided by the NSW Department of Planning and Infrastructure.

18 CONTAMINATED LAND MANAGEMENT ACT 1979

Not Applicable

19 NATION BUILDING AND JOBS PLAN (STATE INFRASTRUCTURE DELIVERY) ACT 2009

Nil

20 ADVICE PROVIDED PURSUANT TO S.149(5) OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

20.1 Prescribed Streams

Approval of the Department of Natural Resources, in addition to Council's Tree

Permit, is required to remove any trees within 20 metres of Ourimbah Creek, Wyong River (Wyong Creek) and tributaries, Cedar Brush (Cedar or Old Brush Creek) or Jiliby (Jiliby Creek). Contact the Department of Natural Resources for details.

20.2 Iconic Development Site

At its meeting held on 24 November 2010, Council identified this property as an Iconic Development Site. The future planning controls for this site are currently being reviewed with the intention of incorporating those controls into Council's Comprehensive Local Environmental Plan review project. Please contact Council's Place Management Unit for more details.

20.3 Wyong Employment Zone (WEZ) Report

This land is within an area identified by the Wyong Employment Zone (WEZ) Report. Council has resolved that a draft Local Environmental Plan be prepared to:

- Rezone appropriate areas within the study area to 4(c) Business Park Zone and 4(e) Regional Industrial and Employment Development with appropriate environmental zonings to reflect environmental constraints.
- Revise the provisions of Clauses 46 and 47 of Wyong Local Environmental Plan, 1991 to reflect height restrictions and sound insulation requirements required for a local airport as opposed to the current provisions which reflect the requirements of a regional airport.
- Introduce appropriate provisions to allow for the continuation of a local airport.

NOTE: Wyong Employment Zone was gazetted under SEPP Major Projects (Amendment 21), 7 November 2008. Please contact Council for further information.

20.4 Special Contributions Area Order

Department of Planning document - to constitute certain land in Wyong Local Government area as a Special Contributions Area (enquiries to the Department of Planning).

Special Infrastructure Contributions Plan

Department of Planning document - outlines a proposal to fund the provision of sub-regional and regional infrastructure (enquiries to the Department of Planning).

20.5 Controlled Airspace

The land is within the controlled air space of the proposed Warrervale Aerodrome facility, as defined by the 51 metre AHD height limitation area pursuant to Clause 46 of Wyong Local Environmental Plan 1991. As such, restrictions may apply to buildings or structures with a height in excess of 15 metres above natural ground level. Proposals for such buildings or structures will be referred to Air Services Australia for comment on the potential to affect aircraft operations associated with the proposed upgraded aerodrome facility. Clause 46 requires that in determining such applications the Council shall take into account any comments furnished by the Authority.

- 20.6 An Approval to Operate a System of Sewage Management under section 68 of the Local Government Act, 1993 must be obtained from Council by any new owner and/or operator within 1 month of occupation of the premises. It is recommended that prior to any purchase/sale of the property, an inspection of the system be undertaken by a suitably qualified person. Further information may be obtained by contacting Council.