

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	LS Properties PO Box 1487, KINGSCLIFF NSW 2487	Phone: 0408 337 122 Ref: Brent Savage
co-agent		
vendor		
vendor's solicitor	Costello Lawyers Kingscliff Central Suite 20, 11-13 Pearl Street, Kingscliff NSW 2487 PO Box 1625, Kingscliff 2487 NSW	Phone: 02 6674 4011 Email: acostello@costellolawyers.com.au Fax: 02 6674 4066 Ref: AC:PF:215404
date for completion land (address, plan details and title reference)	30 days after the contract date (clause 15) 20 Echo Lane, Casuarina, New South Wales 2487 Registered Plan: Lot 67 Plan DP 1208915 Folio Identifier 67/1208915	
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies	
improvements	<input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

vendor

GST AMOUNT (optional)

The price includes
GST of: \$

witness

purchaser

☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

witness

Choices

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

☒ NO ☐ yes

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

PEXA

Electronic transaction (clause 30)

☐ no ☒ YES

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

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

Land tax is adjustable

☒ NO ☐ yes

GST: Taxable supply

☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

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

Purchaser must make a **GSTRW payment**
(GST residential withholding payment)

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

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch address (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of **GSTRW payment**:

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

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

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

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

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

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

List of Documents

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

**CERTIFICATE UNDER SECTION 66W OF THE CONVEYANCING ACT, 1919 AS
AMENDED BY THE CONVEYANCING (SALE OF LAND) AMENDMENT ACT, 1990)**

I,

of

in the State of New South Wales, Solicitor/Barrister/Licensed Conveyancer certify as follows:-

1. I am a Solicitor/Barrister/Licensed Conveyancer currently admitted to practise in New South Wales.
2. I am giving this certificate in accordance with Section 66W of the Conveyancing Act, 1919 in order that there is no cooling-off period in relation to this contract.
3. I do not act for the vendor and am not employed in the legal practice of a solicitor acting for the vendor nor am I a member or employee of a firm of which a solicitor acting for the vendor is a member or employee.
4. I have explained to the Purchaser:
 - 4.1 the effect of the contract for the purchase of the property;
 - 4.2 the nature of this certificate;
 - 4.3 the effect of giving this certificate to the vendor, that is, that there is no cooling-off period in relation to the contract.

Dated:

Signed:

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

APA Group Australian Taxation Office Council County Council Department of Planning, Industry and Environment Department of Primary Industries Electricity and gas Land & Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.

- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –

- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.

- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 14 Adjustments**
- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.

- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.
- 15 Date for completion**
The *parties* must complete by the date for completion and, if they do not, a *party* can serve a notice to complete if that *party* is otherwise entitled to do so.
- 16 Completion**
- **Vendor**
 - 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
 - 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
 - 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
 - 16.4 The legal title to the *property* does not pass before completion.
 - 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
 - 16.6 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
 - **Purchaser**
 - 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
 - 16.7.1 the price less any:
 - deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
 - 16.7.2 any other amount payable by the purchaser under this contract.
 - 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
 - 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
 - 16.10 On completion the deposit belongs to the vendor.
 - **Place for completion**
 - 16.11 *Normally*, the *parties* must complete at the completion address, which is –
 - 16.11.1 if a special completion address is stated in this contract - that address; or
 - 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
 - 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
 - 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
 - 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
 - 17.2 The vendor does not have to give vacant possession if –
 - 17.2.1 this contract says that the sale is subject to existing tenancies; and
 - 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
 - 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
 - 18.2 The purchaser must not before completion –
 - 18.2.1 let or part with possession of any of the *property*;
 - 18.2.2 make any change or structural alteration or addition to the *property*; or
 - 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
 - 18.3 The purchaser must until completion –
 - 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
 - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
- 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
- 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

21 Time limits in these provisions

- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

23 Strata or community title**• Definitions and modifications**

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

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

• **Notices, certificates and inspections**

- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

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

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

25 Qualified title, limited title and old system title

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

30 Electronic transaction

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* *serves* a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;

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

- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- | | |
|---------------------------------|---|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>effective date</i> | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date; |
| <i>electronic document</i> | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ; |
| <i>electronic transfer</i> | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties'</i> <i>Conveyancing Transaction</i> ; |
| <i>electronic transaction</i> | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ; |
| <i>electronically tradeable</i> | a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ; |
| <i>incoming mortgagee</i> | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price; |
| <i>mortgagee details</i> | the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion; |
| <i>participation rules</i> | the participation rules as determined by the <i>ECNL</i> ; |
| <i>populate</i> | to complete data fields in the <i>Electronic Workspace</i> ; and |
| <i>title data</i> | the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> . |

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.

- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.
- 32 Residential off the plan contract**
- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

20 Echo Lane CASUARINA NSW 2487

Special conditions

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

Between

(Vendor)

And

(Purchaser)

1. Agent

- 1.1 The Purchaser warrants that no real estate agent other than the agent named as the Vendor's agent on page 1 of this contract:
- (a) has introduced to the Purchaser to the property; or
 - (b) has in any other manner caused the Purchaser to enter into this contract.
- 1.2 The Purchaser agrees that they will at all times indemnify and keep indemnified the Vendor from and against any claim whatsoever for commission, which may be made by any real estate agent or other person arising out of or in connection with the Purchaser's breach of this warranty including all legal costs on a solicitor and own client basis incurred by the Vendor in connection with any such claim.
- 1.3 Each obligation and warranty under this clause shall not merge in the transfer upon completion, or be extinguished by completion of this contract, and shall continue in full force, and effect, notwithstanding completion.

2 Notice to complete

- 2.1 In the event of either party failing to complete this contract within the specified time, then the other shall be entitled at any time thereafter to serve a notice to complete, requiring the other to complete not less than 14 days from the date of service of the notice, and this time period is considered reasonable by both parties.
- 2.2 For the purpose of this contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract.

3 Interest Payable if Late Completion

- 3.1 If the Purchaser fails to pay on the completion date any monies payable by it under the Contract then the Purchaser must pay interest on the purchase price at the rate of 7% per annum from and including the completion date until and including the actual date of payment the Vendor is not obliged to complete unless interest is paid.
- 3.2 The Purchaser agrees that interest payable under this special condition is a genuine pre estimate of the Vendor's loss as a result of the Purchaser's failure to complete in accordance with the Contract.
- 3.3 The Purchaser is not required to pay interest under this special condition for any period of its failure to complete that is caused by the Vendor.

4 Printed Conditions

The printed conditions are amended as follows:

- 4.1 Printed condition 7.1.1 is deleted; and
- 4.2 Printed condition 7.1.3 is amended by deleting "14 days" and substituting "7 days".

5 Electronic Signatures

The Vendor and Purchaser:

- 5.1 agree that an electronic method of signing that identifies the person and indicates their intention to sign the contract whether digital or encrypted ("Electronic Signature"), of a party included in this contract are intended

Special conditions

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

Between

(Vendor)

And

(Purchaser)

to authenticate the writing in this contract and indicate a party's intention to be bound by this contract in the same manner and with the same force and effect as execution by non-electronic signature; and

5.2 a counterpart of this contract may be executed by Electronic Signature of a party;

5.3 a copy of an executed counterpart sent by email or delivered and executed through a portal:

- (a) must be treated as an original counterpart;
- (b) is sufficient evidence of the execution of the original; and
- (c) may be produced in evidence for all purposes in place of the original.

NSW SWIMMING POOL REGISTER

Certificate of Registration

Section 30C - Swimming Pools Act 1992

Pool No:	ea432cb0
Property Address:	20 ECHO LANE CASUARINA
Date of Registration:	18 May 2018
Type of Pool:	An outdoor pool that is not portable or inflatable
Description of Pool:	inground

The swimming pool at the above premises has been registered in accordance with Section 30B of the *Swimming Pools Act 1992*.

The issue of this certificate does not negate the need for regular maintenance of the pool.

Please remember:

- Children should be supervised by an adult at all times when using your pool
- Regular pool barrier maintenance
- Pool gates must be closed at all times
- Don't place climbable articles against your pool barrier
- Remove toys from the pool area after use

You may be required to obtain a Pool Compliance Certificate before you lease or sell your property. Contact your council for further information.

This is NOT a Certificate of Compliance

NSW SWIMMING POOL REGISTER

Certificate of Compliance

Section 22D - Swimming Pools Act 1992

Pool No:	ea432cb0
Property Address:	20 ECHO LANE CASUARINA
Expiry Date:	03 February 2025
Issuing Authority:	John Michael Scerri - Registered Certifier - bdc2489

Complied with AS1926.1 (2012).

The swimming pool at the above property complies with Part 2 of the *Swimming Pools Act 1992*. The issue of this certificate does not negate the need for regular maintenance of the swimming pool barrier to ensure it is compliant with the *Swimming Pools Act 1992*.

This certificate ceases to be valid if a direction is issued pursuant to Section 23 of the *Swimming Pools Act 1992*.

The swimming pool at the above property is not required to be inspected under the inspection program of the local authority while this certificate of compliance remains valid pursuant to Section 22B(3) of the *Swimming Pools Act 1992*.

Please remember:

- Children should be supervised by an adult at all times when using your pool
- Regular pool barrier maintenance
- Pool gates must be closed at all times
- Don't place climbable articles against your pool barrier
- Remove toys from the pool area after use

FINAL OCCUPATION CERTIFICATE NB1610470 (RESIDENTIAL)

Issued under Part 4A of the Environmental Planning and Assessment Act 1979 Sections 109C(1)(C) and 109H (Occupation/Use of a New Building)

APPLICANT DETAILS

Applicant:

Address:

40 Collins Lane, Casuarina NSW 2487

Phone:

0401 885 158 (David)

Fax:

OWNER DETAILS

Name of the person having benefit of the development consent:

Address:

Phone:

0401 885 158 (David)

RELEVANT CONSENTS

Consent Authority / Local Government Area:

Tweed Shire Council

Development Consent Number:

DA16/0706

Date Issued:

27/10/2016

Construction Certificate Number:

NB1610470

PROPOSAL

Address of Development:

Lot 67 DP 1208915 No. 20 Echo Lane,
Casuarina NSW 2487

Building Classification:

1a, 10a, 10b

Scope of Building Works Covered by this Notice:

Two Storey Dwelling & 1.8m High Front Fence

Attachments:

N/A

Fire Safety Schedule:

N/A

Exclusions:

PRINCIPAL CERTIFYING AUTHORITY

Certifying Authority:

Andrew Duggan

Accreditation Body:

BPB0101

DETERMINATION

Approval Date:

23/01/2018

I, Andrew Duggan, as the certifying authority, certify that:

- I have been appointed as the Principal Certifying Authority under s109E;*
- A current Development Consent or Complying Development Certificate is in force with respect to the building;*
- A Construction Certificate has been issued with respect to the plans and specifications for the building;*
- The building is suitable for occupation or use in accordance with its Classification under the Building Code of Australia;*
- Where required, a final Fire Safety Certificate has been issued for the building;*
- Where required, a report from the Commissioner of Fire Brigades has been considered.*



Andrew Duggan

N.B. Right of Appeal: Under s109K, where the Certifying Authority is Council, an applicant may appeal to the Land & Environment Court against the refusal to issue an Occupation Certificate within 12 months from the date of the decision.



LAND
REGISTRY
SERVICES

Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 67/1208915

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
7/10/2021	8:49 AM	3	2/9/2018

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

LAND

LOT 67 IN DEPOSITED PLAN 1208915
AT CASUARINA
LOCAL GOVERNMENT AREA TWEED
PARISH OF CUDGEN COUNTY OF ROUS
TITLE DIAGRAM DP1208915

FIRST SCHEDULE

(T AJ787498)

SECOND SCHEDULE (12 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND
CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 DP1048494 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (3) IN THE S.88B INSTRUMENT
- 3 DP1048494 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (4) IN THE S.88B INSTRUMENT
- 4 DP1048494 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (5) IN THE S.88B INSTRUMENT
- 5 DP1048494 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (6) IN THE S.88B INSTRUMENT
- 6 DP1048494 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (7) IN THE S.88B INSTRUMENT
- 7 DP1198266 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (13) IN THE S.88B INSTRUMENT
- 8 DP1208915 EASEMENT TO DRAIN SEWAGE 3 METRE(S) WIDE AFFECTING
THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 9 DP1208915 POSITIVE COVENANT
- 10 DP1208915 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (5) IN THE S.88B INSTRUMENT
- 11 DP1208915 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (7) IN THE S.88B INSTRUMENT
- 12 AJ787499 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

END OF PAGE 1 - CONTINUED OVER

215404

PRINTED ON 7/10/2021

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 67/1208915

PAGE 2

NOTATIONS (CONTINUED)

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

215404

PRINTED ON 7/10/2021

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



Handwritten signature and date: 10/1/84

Handwritten notes:
 Highway, Jersey, Department of Transportation, Division of Highways, Office of the State Engineer, 10/1/84

Project Information

Project Name: *State Road 229*

Location: *State Road 229, Jersey*

Project Number: *DP1048494*

Project Date: *10/1/84*

Project Status: *Final*

Project Description: *State Road 229, Jersey*

Project Owner: *State of New Jersey*

Project Engineer: *State of New Jersey*

Project Designer: *State of New Jersey*

Project Checker: *State of New Jersey*

Project Approver: *State of New Jersey*



<p>DP1048494</p> <p>Project Information</p> <p>Project Name: <i>State Road 229</i></p> <p>Location: <i>State Road 229, Jersey</i></p> <p>Project Number: <i>DP1048494</i></p> <p>Project Date: <i>10/1/84</i></p> <p>Project Status: <i>Final</i></p> <p>Project Description: <i>State Road 229, Jersey</i></p> <p>Project Owner: <i>State of New Jersey</i></p> <p>Project Engineer: <i>State of New Jersey</i></p> <p>Project Designer: <i>State of New Jersey</i></p> <p>Project Checker: <i>State of New Jersey</i></p> <p>Project Approver: <i>State of New Jersey</i></p>	<p>Project Information</p> <p>Project Name: <i>State Road 229</i></p> <p>Location: <i>State Road 229, Jersey</i></p> <p>Project Number: <i>DP1048494</i></p> <p>Project Date: <i>10/1/84</i></p> <p>Project Status: <i>Final</i></p> <p>Project Description: <i>State Road 229, Jersey</i></p> <p>Project Owner: <i>State of New Jersey</i></p> <p>Project Engineer: <i>State of New Jersey</i></p> <p>Project Designer: <i>State of New Jersey</i></p> <p>Project Checker: <i>State of New Jersey</i></p> <p>Project Approver: <i>State of New Jersey</i></p>	<p>Project Information</p> <p>Project Name: <i>State Road 229</i></p> <p>Location: <i>State Road 229, Jersey</i></p> <p>Project Number: <i>DP1048494</i></p> <p>Project Date: <i>10/1/84</i></p> <p>Project Status: <i>Final</i></p> <p>Project Description: <i>State Road 229, Jersey</i></p> <p>Project Owner: <i>State of New Jersey</i></p> <p>Project Engineer: <i>State of New Jersey</i></p> <p>Project Designer: <i>State of New Jersey</i></p> <p>Project Checker: <i>State of New Jersey</i></p> <p>Project Approver: <i>State of New Jersey</i></p>	<p>Project Information</p> <p>Project Name: <i>State Road 229</i></p> <p>Location: <i>State Road 229, Jersey</i></p> <p>Project Number: <i>DP1048494</i></p> <p>Project Date: <i>10/1/84</i></p> <p>Project Status: <i>Final</i></p> <p>Project Description: <i>State Road 229, Jersey</i></p> <p>Project Owner: <i>State of New Jersey</i></p> <p>Project Engineer: <i>State of New Jersey</i></p> <p>Project Designer: <i>State of New Jersey</i></p> <p>Project Checker: <i>State of New Jersey</i></p> <p>Project Approver: <i>State of New Jersey</i></p>	<p>Project Information</p> <p>Project Name: <i>State Road 229</i></p> <p>Location: <i>State Road 229, Jersey</i></p> <p>Project Number: <i>DP1048494</i></p> <p>Project Date: <i>10/1/84</i></p> <p>Project Status: <i>Final</i></p> <p>Project Description: <i>State Road 229, Jersey</i></p> <p>Project Owner: <i>State of New Jersey</i></p> <p>Project Engineer: <i>State of New Jersey</i></p> <p>Project Designer: <i>State of New Jersey</i></p> <p>Project Checker: <i>State of New Jersey</i></p> <p>Project Approver: <i>State of New Jersey</i></p>	<p>Project Information</p> <p>Project Name: <i>State Road 229</i></p> <p>Location: <i>State Road 229, Jersey</i></p> <p>Project Number: <i>DP1048494</i></p> <p>Project Date: <i>10/1/84</i></p> <p>Project Status: <i>Final</i></p> <p>Project Description: <i>State Road 229, Jersey</i></p> <p>Project Owner: <i>State of New Jersey</i></p> <p>Project Engineer: <i>State of New Jersey</i></p> <p>Project Designer: <i>State of New Jersey</i></p> <p>Project Checker: <i>State of New Jersey</i></p> <p>Project Approver: <i>State of New Jersey</i></p>
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Category	Male (N=100)		Female (N=100)	
	Mean	SD	Mean	SD
Age	24.5	2.5	24.5	2.5
Height	175.5	6.5	165.5	5.5
Weight	75.5	10.5	65.5	10.5
Body Mass Index	24.5	3.5	24.5	3.5
Heart Rate	75.5	10.5	75.5	10.5
Respiratory Rate	15.5	2.5	15.5	2.5
Temperature	36.5	0.5	36.5	0.5
Blood Pressure	120/80	10/5	120/80	10/5
Systolic Blood Pressure	120	10	120	10
Diastolic Blood Pressure	80	5	80	5

COMPANIES

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473	474	475	476	477	478	479	480	481	482	483	484	485	486	487	488	489	490	491	492	493	494	495	496	497	498	499	500	501	502	503	504	505	506	507	508	509	510	511	512	513	514	515	516	517	518	519	520	521	522	523	524	525	526	527	528	529	530	531	532	533	534	535	536	537	538	539	540	541	542	543	544	545	546	547	548	549	550	551	552	553	554	555	556	557	558	559	560	561	562	563	564	565	566	567	568	569	570	571	572	573	574	575	576	577	578	579	580	581	582	583	584	585	586	587	588	589	590	591	592	593	594	595	596	597	598	599	600	601	602	603	604	605	606	607	608	609	610	611	612	613	614	615	616	617	618	619	620	621	622	623	624	625	626	627	628	629	630	631	632	633	634	635	636	637	638	639	640	641	642	643	644	645	646	647	648	649	650	651	652	653	654	655	656	657	658	659	660	661	662	663	664	665	666	667	668	669	670	671	672	673	674	675	676	677	678	679	680	681	682	683	684	685	686	687	688	689	690	691	692	693	694	695	696	697	698	699	700	701	702	703	704	705	706	707	708	709	710	711	712	713	714	715	716	717	718	719	720	721	722	723	724	725	726	727	728	729	730	731	732	733	734	735	736	737	738	739	740	741	742	743	744	745	746	747	748	749	750	751	752	753	754	755	756	757	758	759	760	761	762	763	764	765	766	767	768	769	770	771	772	773	774	775	776	777	778	779	780	781	782	783	784	785	786	787	788	789	790	791	792	793	794	795	796	797	798	799	800	801	802	803	804	805	806	807	808	809	810	811	812	813	814	815	816	817	818	819	820	821	822	823	824	825	826	827	828	829	830	831	832	833	834	835	836	837	838	839	840	841	842	843	844	845	846	847	848	849	850	851	852	853	854	855	856	857	858	859	860	861	862	863	864	865	866	867	868	869	870	871	872	873	874	875	876	877	878	879	880	881	882	883	884	885	886	887	888	889	890	891	892	893	894	895	896	897	898	899	900	901	902	903	904	905	906	907	908	909	910	911	912	913	914	915	916	917	918	919	920	921	922	923	924	925	926	927	928	929	930	931	932	933	934	935	936	937	938	939	940	941	942	943	944	945	946	947	948	949	950	951	952	953	954	955	956	957	958	959	960	961	962	963	964	965	966	967	968	969	970	971	972	973	974	975	976	977	978	979	980	981	982	983	984	985	986	987	988	989	990	991	992	993	994	995	996	997	998	999	1000
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Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 1 of 13 sheets)

DP1048494

Subdivision covered by Council's
 Certificate No 30.02 (cc 7) of 2002

Full name and address of
 owner of the land:

Kings Beach (No. 2) Pty Limited ACN 088 124
 190 of C/- Consolidated Properties, Level 12,
 344 Queen Street, Brisbane, Qld, 4000

Full name and address of
 mortgagee of the land:

Westpac Banking Corporation ACN 007 457 141
 Level 15, 260 Queen Street, Brisbane, QLD,
 4000

Investment Management Australia Limited ACN
 088 366 867 of Level 12, 175 Eagle Street,
 Brisbane, Qld, 4000

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited Lot(s), bodies or Prescribed Authority:
1	Easement for drainage of sewage 3, 32, 36 wide and variable width.	223, 224, 230, 231, 232, 233, 235, 237, 238, 239 and 240	Tweed Shire Council
2	Right of Carriageway 20, 32, 36 wide and variable width.	223	Tweed Shire Council
3	Restriction(s) on the use of land.	223	Tweed Shire Council
4	Restriction(s) on the use of land.	223	Tweed Shire Council
5	Restriction(s) on the use of land.	223	Tweed Shire Council
6	Restriction(s) on the use of land.	Each lot	Tweed Shire Council
7	Restriction(s) on the use of land.	Each lot	Tweed Shire Council
8	Restriction(s) on the use of land.	Each lot of 225-240 (inclusive)	Every other lot of 225-240 (inclusive)
9	Restriction(s) on the use of land.	Each lot of 228-240 (inclusive)	Tweed Shire Council



DP1048494

(Sheet 2 of 13 sheets)

Part 1A (Release)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre to be released and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited Lot(s), bodies or Prescribed Authority:
1	Easement for drainage of sewage 3, 4, 7, 8, 12, 14, 32, 36 wide and variable (DP1031933)	71/1048416	Tweed Shire Council
2	Right of Carriageway 8, 20, 32, 36 wide and variable (DP1031933)	71/1048416	Tweed Shire Council
3	Easement for Water Supply 8 wide (DP1031933)	71/1048416	Tweed Shire Council

Part 2 (Terms)

- Terms of Restriction on Use thirdly referred to in the abovementioned plan:
 On each lot burdened no building, structure or other improvement (except fencing or landscaping) shall be constructed or made between the Eastern boundary of the lot burdened and the broken line designated (Z) on the plan.
- Terms of Restriction on Use fourthly referred to in the abovementioned plan:
 Direct vehicular access to and from the Coast Road from each lot burdened is prohibited other than from approved junctions.
- Terms of Restriction on Use fifthly referred to in the abovementioned plan:
 Alteration of the finished ground levels of the acoustical bund within 1 metre of the boundary of the lots burdened and the Coast Road is prohibited.
- Terms of Restriction on Use sixthly referred to in the abovementioned plan:
 - Roof water from dwellings or structures must be discharged to an infiltration pit sized to accommodate the 3 month average recurrence interval storm.
 - Any infiltration pit created on a lot burdened shall be approved by the certifying authority that certifies any construction certificate for any dwelling constructed on a lot burdened and any application to the certifying authority for a construction certificate in respect of a dwelling shall be accompanied by a design for the proposed infiltration pit.

DP1048494

(Sheet 3 of 13 sheets)

5. Terms of Restriction on Use severally referred to in the abovementioned plan:

5.1 No plants listed herein shall be planted or grown on each lot burdened:

Vines and Creepers

Common Name

Asparagus fern

Balloon vine

Black-eyed Susan

Blue Thunbergia

Cape Ivy

Cats Claw Creeper

Climbing Fig

Climbing Nightshade

Dutchman's Pipe

Flame Flower

Florists Smilax

Japanese Honeysuckle

Kudzu

Madeira Vine

Morning Glory:

Blue morning Glory

Coastal Morning Glory

Purple Morning Glory

Moon Flower

Moth Vine

Passionfruit:

Corky Passionfruit Vine

White Passionfruit Flower

Edible Passionfruit

Skyflower

Thorny Poinciana

Groundcovers

Arum Lily

Bugle Lily

Balsam, Busy Lizzie

Blue Periwinkle

Canna Lily

Cardamon Ginger

Coral Berry

Crocosmia

Crucifix Orchid

Elephants Ears

Fishbone Fern

Freckle Face

Glory Lily

Ground Asparagus

Hairy Commelina

Kahili Ginger

White Flowered Ginger

Pink Flowered Ginger

Mother in Laws Tongue

Mother of Millions

Resurrection Plant

Species

Asparagus africanus

Asparagus plumosus

Cardiospermum grandiflorum

Thunbergia alata

Thunbergia grandiflora

Delainea odorata

Maccladyena unguis - cati

Ficus pumila

Solanum seaforthianum

Aristolochia elegans

Pyrostegia venusta

Myrsiphyllum asparagoides

Lonicera japonica

Pueraria lobata

Anredera cordifolia

Ipomea indica

Ipomea cairica

Ipomea purpurea

Ipomea alba

Araujia sericiflora

Passiflora suberosa

Passiflora subpetata

Passiflora edulis

Duranta spp.

Caesalpinia decapetala

Zantedescantia aethiopica

Watsonia bulbifera

Impatiens walleriana

Vinca major

Canna indica

Alpinia calcarata

Rivina humilis

Crocosmia

Epidendrum sp.

Alocasia aroides

Nephrolepis exalta

Nephrolepis cordifolia

Hypoestes sanguinolenta

Gloriosa superba

Protasparagus aethiopicus

Commelina benghalensis

Hedychium gardenianum

Hedychium spicatum

Hedychium coccineum

Sansevieria spp.

Bryophyllum daigremontiana

Bryophyllum pinnatum

DP1048494

(Sheet 4 of 13 sheets)

Painted Spurge
 Shasta Daisy
 Silver-leaved Desmodium
 Wandering Jew, Trade, Striped
 Wandering Jew, Striped Trade

Euphorbia cyathophora
 Dendranthema maxima
 Desmodium uncinatum
 Tradescantia fluminensis
 Zebina pendula

Shrubs

Artisia
 Bamer Grass
 Bamboo
 Black Bamboo
 Creeping Bamboo
 Running Bamboo
 Bitou Bush
 Buddleja
 Cassia, Winter Senna
 Smooth Senna
 Castor Oil Plant
 Century Plant
 Cestrum
 Green Cestrum
 Night Cestrum
 Orange Cestrum
 Coffee
 Dombeya
 Honey Locust
 Lantana
 Ochna
 Orange Jessamine

Artisia crenata
 Pennisetum purpureum
 Phyllostachys nigra
 Arundinaria ssp.
 Bambusa ssp.
 Chrysanthemoides monilifera
 Buddleja madagascariensis
 Senna pendula var. glabrata
 Senna X floribunda
 Ricinus communis
 Agave spp.

Privet
 Large-leaved
 Small-leaved
 Singapore Daisy
 Tobacco Bush

Cestrum parqui
 Cestrum nocturnum
 Cestrum aurantiacum
 Coffee arabica
 Eugenia dombeya
 Gleditsia triacanthos
 Lantana camara
 Ochna serrulata
 Murraya exotica
 Murraya paniculata
 Ligustrum lucidum
 Ligustrum sinense
 Wedelia trilobata
 Solanum mauritanum

Trees

African Tulip Tree
 Black Locust
 Brazilian Cherry
 Broad-leaved Pepper Tree
 Brazilian Pepper Tree
 Cadagi

Spathodea campanulata
 Robinia pseudoacacia
 Eugenia uniflora
 Schinus terebinthifolia
 Schinus arela
 Corymbia torelliana
 (syn. Eucalyptus torelliana)
 Cinnamomum camphora
 Celtis sinensis
 Erythrina crista-galli
 Erythrina syriaca
 Erythrina nigra
 Syagrus romanzoffiana

Camphor Laurel
 Chinese Elm
 Cockspur Coral Tree
 Coral Tree
 Orange Coral tree
 Cocos Palm
 Queen Palm
 Golden Rain Tree
 Golden Trumpet Tree
 Guava
 Cherry Guava
 Large Yellow Guava
 Icecream Bean
 Jaboticaba

Koeleruteria paniculata
 Tabebuia chrysantha
 Psidium cattleianum
 Psidium guajava
 Inga spp.
 Eugenia jaboticaba

DP1048494

(Sheet 5 of 13 sheets)

Jacaranda	Jacaranda mimosaefolia
Loquat	Eriobotrya japonica
Mexican Tree Fern Tree	Schizobolium parahibum
Mulberry	Morus nigra
	Morus rubra
	Morus alba
Pine Tree	Pinus ellioti
	Pinus patula
	Pinus radiata
	Tipuana tipu
Racehorse Tree,	Toxicodendron succedaneum
Pride of Bolivia	Ficus elastica
Rhus tree	Alanthus altissima
Rubber Tree	Schefflera actinophylla
Tree of Heaven	Salix spp.
Umbrella Tree	
Willow	

- 5.2 No person occupying a lot burdened shall have more than one dog upon any lot burdened and shall not have any such dog unless the boundaries of the subject lot are securely fenced.
- 5.3 No person occupying any lot burdened may have a dog unless it is registered with the Tweed Shire Council and the relevant fee paid by the applicant and a secure dog-proof compound has been constructed upon the lot and such compound has been approved by the Tweed Shire Council.
- 5.4 No person occupying any lot may retrieve a dog that has been impounded by the Tweed Shire Council unless that person can satisfy Tweed Shire Council that a secure dog-proof compound has been constructed on the subject lot.
- 5.5 No person occupying any lot shall have more than one cat upon any lot, such cat being de-sexed and any such cat must be restrained within the building on the subject lot or within a secure night-cage between the hours of 6.00pm and 6.00am daily.

6. Terms of Restriction on Use eighthly referred to in the abovementioned plan.

6.1 Definitions

- (1) "AMCORD" means the Australian Model Code of Residential Development;
- (2) "ARC" or "Architectural Review Committee" means a committee nominated by Kings Beach from time to time;
- (3) "Beachfront Lot" means a Lot which fronts the beach, adjoins the beach or is separated from the beach by only an esplanade;

DP1048494

(Sheet 6 of 13 sheets)

- (4) **"Building Works"** means any works or proposed works in respect of a Lot or Lots including without limitation proposed external construction, alterations, additions, extensions and repairs whether to dwellings or associated structures or buildings, or fences, retaining walls, exterior lighting, driveways or recreational facilities. It includes landscaping and tree planting, painting and repainting;
- (5) **"Building Works Consent Body"** means Kings Beach or the ARC;
- (6) **"Consolidation"** means a proposal by a proprietor of a Lot to consolidate that Lot with one or more other Lots as one land title;
- (7) **"Corner Lot"** means a lot bounded by 2 or more roads where the roads intersect and join;
- (8) **"Council"** means Tweed Shire Council;
- (9) **"Design and Building Standards"** means, in relation to the Main Dwelling and other structures:
 - (a) a maximum height of 2 storeys;
 - (b) a rooftop observatory (2nd level) will be allowed (except for Beachfront Lots) if:
 - (i) the Building Works Consent Body deems it to be designed in compliance with Main Dwelling requirements; and
 - (ii) the area of the observatory does not exceed 36 square metres; andin any event, the maximum height must not exceed 12 metres;
 - (c) minimum setback from the Street Front Boundary is 6 metres, except in relation to verandahs, the setback for which must be in accordance with clause 6.1(9)(q);
 - (d) minimum setback from a Secondary Street Boundary of a Corner Lot of 3 metres;
 - (e) minimum Side Boundary setback of 900mm to the fascia and in compliance with Element 5.4; Building Envelope and Siting of AMCORD, except that in relation to:
 - (i) a Non-Beachfront Lot, a side or rear wall of a garage may abut the Side or Rear Boundary and must be constructed of maintenance free materials such as masonry; and

DP1048494

(Sheet 7 of 13 sheets)

- (i) for a Beachfront Lot, a side wall of a garage may abut the Side Boundary and must be constructed of maintenance free materials such as masonry;
- (f) minimum Rear Boundary setback of 6 metres, and in accordance with Element 5.4 - Building Envelope and Siting, of AMCORD. For a Beachfront Lot, the Rear Boundary is the boundary line between the 2(s) Zone and the 7(f) Zone and no setback is required from this line;
- (g) Site Coverage must not exceed 50% of the area of a Lot;
- (h) roofing only of matt finished profiled metal deck (eg. copper, zinc or Colourbond) or flat shingle profile tiles;
- (i) minimum eaves overhang of 600mm;
- (j) no curved or undulating parapets;
- (k) external walls of Main Dwelling only of the following materials:
 - (i) masonry finished in a rendered and painted textured finish;
 - (ii) masonry finished in a bagged and painted finish;
 - (iii) fibre cement wall sheeting;
 - (iv) timber shingles; and/or
 - (v) timber weather boards or plywood with a painted or stained finish;
 - (vi) plain brickwork (subject to clause 6.1(9)(f));
 - (vii) metal deck cladding (subject to clause 6.1(9)(m));
- (l) maximum 10% plain brickwork on total area of external wall surfaces and 100% solid construction of walls only with ARC approval;
- (m) metal deck cladding not to exceed 50% of total area of external wall surfaces;
- (n) external colours to complement the beach surroundings;
- (o) ground floor windows and verandahs suitably screened by dense landscaping or screen fencing to a maximum height of 1.8 metres;

DP1048494

(Sheet 8 of 13 sheets)

- (p) screening of windows of habitable rooms or balconies on any upper levels with outlook at an angle closer than 45 degrees to a habitable window or balcony of an adjacent dwelling, by one of the following solutions:
 - (i) fixed obscure glazing of that part of the window below 1500mm above floor level; or
 - (ii) fixed external screens; or
 - (iii) sill height above 1500mm from floor level.
- (q) verandah minimum Street Front Boundary setback of 3 metres;
- (r) verandah supports only of timber, galvanized steel or masonry construction and painted or stained of colour compatible with Main Dwelling;
- (s) verandah roof compatible in colour, material and form with Main Dwelling;
- (t) where possible, garages to be located so that they are visually unobtrusive from the street;
- (u) minimum setback for garage from Street Front Boundary of 5 metres;
- (v) minimum of 2 car spaces for a Lot, of these at least 1 must be covered and if dual occupancy, a minimum of 3 car spaces;
- (w) not more than 1 driveway and crossover for each Lot, no wider than 4 metres at the street boundary, with at least 0.75 metres of screen planting between the driveway and the Side Boundary;
- (x) outdoor structures, including pergolas, gazebos and storage shed only constructed of materials complementary to Main Dwelling;
- (y) open-sided pergolas may be built to Side Boundary or Rear Boundary only if no greater than 5 metres in length and they do not impede a Lot's amenity or view;
- (z) driveways finished only with:
 - (i) masonry/clay pavers;
 - (ii) exposed aggregate concrete finish;
 - (iii) sleepers or timber boards;
 - (iv) gravel, or

DP1048494

(Sheet 9 of 13 sheets)

- (v) coloured concrete with inserts;

provided that finishes over Council's nature-strip are to comply with Council's 'Access to Property' policy;

- (aa) fencing for a Non-Beachfront Lot, (which is not a Corner Lot) as follows:

- (i) to Street Front Boundary to maximum height of 1.2 metres, no more than 75% solid construction and constructed only from timber, brushwood or masonry (metal railings permitted).

- (ii) Side Boundary fencing to maximum height of 1.2 metres from Street Front Boundary to building line and maximum height of 1.8 metres for remaining length of Lot, constructed only from timber, brushwood or masonry.

- (iii) Rear Boundary Fencing to a maximum height of 1.8 metres and constructed only from timber, brushwood or masonry.

- (bb) fencing for a Beachfront Lot as follows:

- (i) to Street Front Boundary to maximum height of 1.2 metres, no more than 75% solid construction and constructed only from timber, brushwood or masonry (metal railings permitted).

- (ii) Side Boundary fencing to a maximum height of 1.2 metres from Street Front Boundary to building line and maximum height of 1.8 metres up to the boundary line between the 2(e) Zone and the 7(f) Zone and a maximum height of 1.2 metres for the remaining length of the Lot, constructed only of timber, brushwood or masonry (metal railings permitted).

- (iii) fencing between a Beachfront Lot and the beach reserve to be a maximum height of 1.2 metres;

- (cc) fencing for a Non-Beachfront Lot which is a Corner Lot to Secondary Street Boundary to be a maximum height of 1.2 metres, no more than 75% solid construction and constructed of timber, brushwood or masonry (metal railings permitted);

DP1048494

(Sheet 10 of 13 sheets)

- (10) **"Development Application"** means an application to Council for development consent in respect of a Lot;
- (11) **"Kings Beach"** means Kings Beach (No. 2) Pty Ltd ACN 088 124 190;
- (12) **"Lot"** means a lot in the Plan;
- (13) **"Main Dwelling"** means the principal residence constructed or to be constructed on a Lot;
- (14) **"Natural Benefits"** means the benefits of each Lot's natural elements to the intent that the westerly and southwesterly aspects should be limited to the siting of garages, laundries, storerooms and other service areas, and living, eating and sleeping spaces should be orientated predominantly to the north or northeast, using Element 5.1 - Site Planning of AMCORD 95 as a guideline.
- (15) **"Non-Beachfront Lot"** means a Lot that is not a Beachfront Lot
- (16) **"Plan"** means the plan of subdivision to which this instrument relates.
- (17) **"Primary Street Boundary"** means any boundary line, or part, which coincides with the alignment of the street to which the property is rated by Council (which is usually the narrowest boundary).
- (18) **"Required Documents"** means 2 copies of all relevant documents to be lodged with or in respect of any Development Application, and any other documents requested by the Building Works Consent Body including:
 - (a) Sketch review application form as nominated by Kings Beach from time to time;
 - (b) Schematic design drawings including a site plan to scale 1:200 showing:
 - Northpoint;
 - Property lines with metres and bounds;
 - Building setbacks dimensioned;
 - Building footprint with entries, verandahs, balconies, terraces, pools, pergolas and overhangs shown;
 - Location of parking and garages;
 - Driveways, paths, landscaping and retaining walls;
 - (c) Floor plans and roof plans (to scale 1: 100);
 - (d) Elevation plan (scale 1: 100) showing materials and colours to be used, floor to floor heights, height to eaves and overall height from natural ground level, roof pitches and signage.

DP1048494

(Sheet 11 of 13 sheets)

- (19) **"Rear Boundary"** means any boundary line, or part which coincides with the alignment of another property or public open space furthest away from the street;
- (20) **"Secondary Street Boundary"** means any boundary line, or part, which coincides with the alignment of a street which is not the Primary Street Boundary;
- (21) **"Side Boundary"** means any boundary line or part, which coincides with the alignment of another Lot;
- (22) **"Site Coverage"** means that portion of a Lot which is covered by a building or other structure having an impervious roof, including balconies and eaves;
- (23) **"Street Front Boundary"** means any boundary line, or part, of a Lot which coincides with the alignment of a primary street;
- (24) **"Temporary Structures"** means Building Works which do not comply with Design Standards, but have approval of the Building Works Consent Body and are associated with construction of Building Works which comply with Design and Building Standards and have the approval of the Building Works Consent Body;
- (25) **"Variation"** means consent by the Building Works Consent Body to Building Works which are inconsistent with the Design and Building Standards;
- (26) **"2(e) Zone"** means the 2(e) (Residential Tourist) Zone under the Tweed Local Environment Plan 1987;
- (27) **"7(f) Zone"** means the 7(f) (Environmental Protection (Wetlands)) Zone and 7(g) (Environmental Protection (Coastal Lands)) Zone under the Tweed Local Environment Plan 1987 as these may apply to the Lots.

6.2 Restriction

- (1) No Development Application may be made without the prior written approval of the Building Works Consent Body.
- (2) No Building Works (other than Temporary Structures) may be commenced on a Lot without the prior written approval of the Building Works Consent Body, which consent may be given, given on conditions, or refused in the discretion of the Building Works Consent Body. The Building Works Consent Body will not unreasonably withhold its consent if the Building Works comply with Design and Building Standards.
- (3) Building Works must not differ from works approved by the Building Works Consent Body without a Variation which may be approved or refused by the Building Works Consent Body in its absolute discretion.

DP1048494

(Sheet 12 of 13 sheets)

- (4) No Consolidation may take place without the prior written approval of the Building Works Consent Body (in its absolute discretion).
- (5) No application for consent of the Building Works Consent Body in respect of Building Works or Consolidation may be made without that application being accompanied by Required Documents.
- (6) A Lot must not be left in a vacant state for more than:
 - (a) 2 years from the date of this instrument; or
 - (b) if the Lot has been purchased from Kings Beach, 2 years from the date of settlement of the purchase of the Lot from Kings Beach,without a Main Dwelling being constructed (and completed) on the Lot during such period and landscaping (to a reasonable standard) being made within 3 months of completion of Building Works of the Main Dwelling.
- (7) Temporary Structures must not be erected on a Lot unless associated with the construction of the Main Dwelling and then only present for the duration of the construction period.
- (8) For the benefit of any adjoining land owned by Kings Beach (No. 2) Pty Ltd ACN 088 124 190, but only during the ownership thereof by Kings Beach (No. 2) Pty Ltd ACN 088 124 190, its successors and assigns (other than purchasers on sale) no fence shall be erected on any lot burdened to divide such lot from the adjoining lot or lots without the consent of Kings Beach (No. 2) Pty Ltd ACN 088 124 190 provided that such consent shall not be withheld if:
 - (a) such fence is erected without expense to Kings Beach (No. 2) Pty Ltd ACN 088 124 190; and
 - (b) such fence has been approved by the Building Works Consent Body.

6.3 Amendments

While Kings Beach remains the owner of at least 1 Lot:

- (1) no applications may be made to vary, release or modify this restriction on use without the consent of Kings Beach whose consent may be withheld in its absolute discretion; and
- (2) Kings Beach may vary, release or modify this restriction on use.

6.4 Severability

If anything in this restriction on use is unenforceable, illegal or void then it is severed and the rest of this restriction on use remains in force.

DP1048494

(Sheet 13 of 13 sheets)

7. Terms of Restriction on Use ninthly referred to in the abovementioned plan:


No excavation is permitted below a depth of 2.5 metres below the existing surface level of the lot burdened unless a gamma radiation survey has been carried out and submitted to Tweed Shire Council and the written approval of that Council obtained for the proposed works.

Name of Person empowered to release, vary or modify restriction eighthly referred to in the abovementioned plan:

Kings Beach (No. 2) Pty Limited ACN 088 124 190

Name of Person empowered to release, vary or modify restriction fourthly, fifthly, sixthly, seventhly and ninthly referred to in the abovementioned plan:

Tweed Shire Council


Director
Kings Beach (No. 2) Pty Limited ACN 088 124 190




Westpac Administration Pty Limited Westpac Banking Corporation
by its Attorney Jonathan Kent Percy Tier Three
Attorney under Power of Attorney No 332 Book 4299

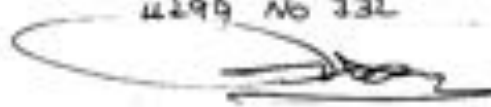
Director
Investment Management Australia Limited



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WESTPAC BANKING CORPORATION

BY ITS ATTORNEY MICHAEL EASTEL
GARY TIER 3 ATTORNEY BOOK
4299 NO 332



IN THE PRESENCE OF


GARRY BOULDING TP

REGISTERED  17/2/2003

[illegible]

Figure 8-6

(continued)

	Year	1980	1981	1982	1983	1984	1985	1986	1987	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233	2234	2235	2236	2237	2238	2239	2240	2241	2242	2243	2244	2245	2246	2247	2248	2249	2250	2251	2252	2253	2254	2255	2256	2257	2258	2259	2260	2261	2262	2263	2264	2265	2266	2267	2268	2269	2270	2271	2272	2273	2274	2275	2276	2277	2278	2279	2280	2281	2282	2283	2284	2285	2286	2287	2288	2289	2290	2291	2292	2293	2294	2295	2296	2297	2298	2299	2300	2301	2302	2303	2304	2305	2306	2307	2308	2309	2310	2311	2312	2313	2314	2315	2316	2317	2318	2319	2320	2321	2322	2323	2324	2325	2326	2327	2328	2329	2330	2331	2332	2333	2334	2335	2336	2337	2338	2339	2340	2341	2342	2343	2344	2345	2346	2347	2348	2349	2350	2351	2352	2353	2354	2355	2356	2357	2358	2359	2360	2361	2362	2363	2364	2365	2366	2367	2368	2369	2370	2371	2372	2373	2374	2375	2376	2377	2378	2379	2380	2381	2382	2383	2384	2385	2386	2387	2388	2389	2390	2391	2392	2393	2394	2395	2396	2397	2398	2399	2400	2401	2402	2403	2404	2405	2406	2407	2408	2409	2410	2411	2412	2413	2414	2415	2416	2417	2418	2419	2420	2421	2422	2423	2424	2425	2426	2427	2428	2429	2430	2431	2432	2433	2434	2435	2436	2437	2438	2439	2440	2441	2442	2443	2444	2445	2446	2447	2448	2449	2450	2451	2452	2453	2454	2455	2456	2457	2458	2459	2460	2461	2462	2463	2464	2465	2466	2467	2468	2469	2470	2471	2472	2473	2474	2475	2476	2477	2478	2479	2480	2481	2482	2483	2484	2485	2486	2487	2488	2489	2490	2491	2492	2493	2494	2495	2496	2497	2498	2499	2500	2501	2502	2503	2504	2505	2506	2507	2508	2509	2510	2511	2512	2513	2514	2515	2516	2517	2518	2519	2520	2521	2522	2523	2524	2525	2526	2527	2528	2529	2530	2531	2532	2533	2534	2535	2536	2537	2538	2539	2540	2541	2542	2543	2544	2545	2546	2547	2548	2549	2550	2551	2552	2553	2554	2555	2556	2557	2558	2559	2560	2561	2562	2563	2564	2565	2566	2567	2568	2569	2570	2571	2572	2573	2574	2575	2576	2577	2578	2579	2580	2581	2582	2583	2584	2585	2586	2587	2588	2589	2590	2591	2592	2593	2594	2595	2596	2597	2598	2599	2600	2601	2602	2603	2604	2605	2606	2607	2608	2609	2610	2611	2612	2613	2614	2615	2616	2617	2618	2619	2620	2621	2622	2623	2624	2625	2626	2627	2628	2629	2630	2631	2632	2633	2634	2635	2636	2637	2638	2639	2640	2641	2642	2643	2644	2645	2646	2647	2648	2649	2650	2651	2652	2653	2654	2655	2656	2657	2658	2659	2660	2661	2662	2663	2664	2665	2666	2667	2668	2669	2670	2671	2672	2673	2674	2675	2676	2677	2678	2679	2680	2681	2682	2683	2684	2685	2686	2687	2688	2689	2690	2691	2692	2693	2694	2695	2696	2697	2698	2699	2700	2701	2702	2703	2704	2705	2706	2707	2708	2709	2710	2711	2712	2713	2714	2715	2716	2717	2718	2719	2720	2721	2722	2723	2724	2725	2726	2727	2728	2729	2730	2731	2732	2733	2734	2735	2736	2737	2738	2739	2740	2741	2742	2743	2744	2745	2746	2747	2748	2749	2750	2751	2752	2753	2754	2755	2756	2757	2758	2759	2760	2761	2762	2763	2764	2765	2766	2767	2768	2769	2770	2771	2772	2773	2774	2775	2776	2777	2778	2779	2780	2781	2782	2783	2784	2785	2786	2787	2788	2789	2790	2791	2792	2793	2794	2795	2796	2797	2798	2799	2800	2801	2802	2803	2804	2805	2806	2807	2808	2809	2810	2811	2812	2813	2814	2815	2816	2817	2818	2819	2820	2821	2822	2823	2824	2825	2826	2827	2828	2829	2830	2831	2832	2833	2834	2835	2836	2837	2838	2839	2840	2841	2842	2843	2844	2845	2846	2847	2848	2849	2850	2851	2852	2853	2854	2855	2856	2857	2858	2859	2860	2861	2862	2863	2864	2865	2866	2867	2868	2869	2870	2871	2872	2873	2874	2875	2876	2877	2878	2879	2880	2881	2882	2883	2884	2885	2886	2887	2888	2889	2890	2891	2892	2893	2894	2895	2896	2897	2898	2899	2900	2901	2902	2903	2904	2905	2906	2907	2908	2909	2910	2911	2912	2913	2914	2915	2916	2917	2918	2919	2920	2921	2922	2923	2924	2925	2926	2927	2928	2929	2930	2931	2932	2933	2934	2935	2936	2937	2938	2939	2940	2941	2942	2943	2944	2945	2946	2947	2948	2949	2950	2951	2952	2953	2954	2955	2956	2957	2958	2959	2960	2961	2962	2963	2964	2965	2966	2967	2968	2969	2970	2971	2972	2973	2974	2975	2976	2977	2978	2979	2980	2981	2982	2983	2984	2985	2986	2987	2988	2989	2990	2991	2992	2993	2994	2995	2996	2997	2998	2999	3000
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the last 10 years and that of 17 October 2004. As a result, the last 10 years have been a period of significant sea level rise and a period of significant sea level fall.

[illegible]

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PLAN OF SUBDIVISION OF LOT 146 DP 100000
AND LOT 3 DP 100018 AND LOT 203 DP 100094

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Figure 1 is a 3D bar chart illustrating the distribution of cases across different age groups and sexes. The x-axis represents age groups from 0-4 to 95-99. The y-axis represents sex (Male, Female). The z-axis represents the number of cases, ranging from 0 to 100. The chart shows a high number of cases for males in the 0-4 age group, which decreases significantly for older age groups. Females generally have fewer cases than males across all age groups.

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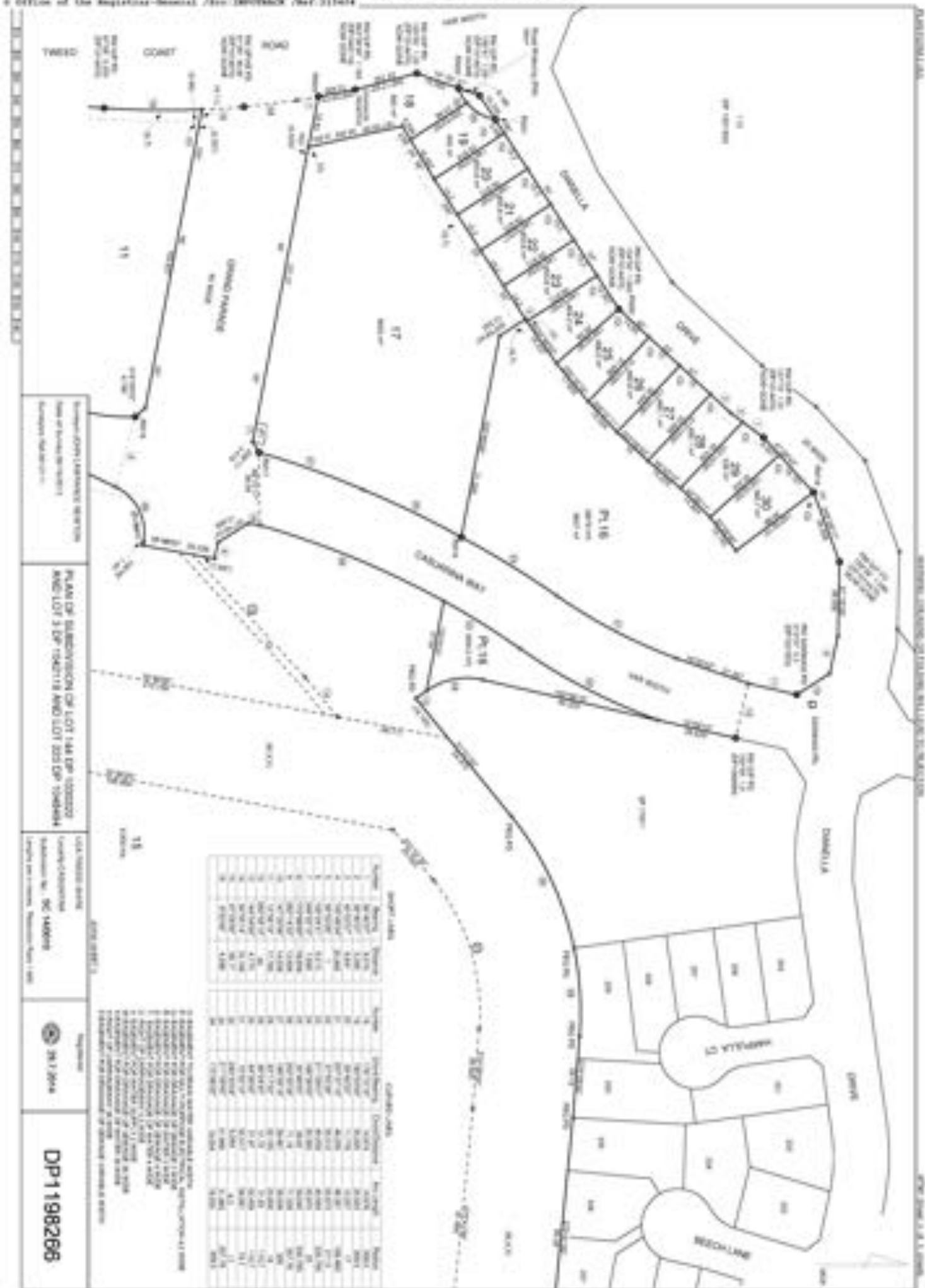
Source: *Journal of the American Statistical Association*, 93(463), 1307-1314.

PLAN OF SUBDIVISION OF LOT 144 OF SECTORS
AND LOT 3 OF TOWNSHIP AND LOT 203 OF TOWNSHIP

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Canada: 1-800-387-2444
Outside North America: 001-408-752-1400
Fax: 408-752-1401
E-mail: info@harcourt.com

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Journal of Internal Medicine 255: 105–112

DP1198266



DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

Office Use Only

Office Use Only

Registered:  29.7.2014

Title System: TORRENS

Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF
 LOT 144 DP 1030322 AND LOT 3 DP 1042119
 AND LOT 223 DP 1048494

DP1198266

LGA: TWEED

Locality: CASUARINA

Parish: CUDGEN

County: ROUS

Crown Lands NSW/Western Lands Office Approval

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

Signature: _____

Date: _____

File Number: _____

Office: _____

Survey Certificate

JOHN LAWRENCE NEWTON

I, _____
 of NEWTON DENNY CHAPPELLE

a surveyor registered under the Surveying and Spatial Information Act
 2002, certify that:

"(a) The land shown in the plan was surveyed in accordance with the
 Surveying and Spatial Information Regulation 2012, is accurate
 and the survey was completed on 30/10/2012

"(b) The part of the land shown in the plan ("being" excluding _____
 _____)
 was surveyed in accordance with the Surveying and Spatial
 Information Regulation 2012, is accurate and the survey was
 completed on _____ the part not surveyed was compiled
 in accordance with that Regulation.

"(c) The land shown in this plan was compiled in accordance with the
 Surveying and Spatial Information Regulation 2012.

Signature: _____ Date: 20/02/2014

Surveyor ID: 1729

Datum Line: SSM 122165 TO SSM 123577

Type: Urban / Rural

The terrain is "Level-Undulating" / "Steep-Mountainous".

"Strike through if inapplicable."

"Specify the land actually surveyed or specify any land shown in the plan that
 is not the subject of the survey."

Subdivision Certificate

I, MICK DENNY
 "Authorised Person" General Manager/ Accredited Officer, certify that
 the provisions of s.105J of the Environmental Planning and
 Assessment Act 1979 have been satisfied in relation to the proposed
 subdivision, new road or reserve set out herein.

Signature: Mick Denny

Accreditation number: _____

Consent Authority: Tweed Shire Council

Date of endorsement: 13/6/2014

Subdivision Certificate number: SC14/0010

File number: DA10/0222

"Strike through if inapplicable."

Statements of intention to dedicate public roads, public reserves and
 drainage reserves.

IT IS INTENDED TO DEDICATE
 GRAND PARADE 40 WIDE AND
 ROAD WIDENING (R/W) AND
 TRESTLES AVENUE 15 WIDE, 10.22 WIDE AND VARIABLE
 WIDTH AND
 BLUE HORIZON DRIVE 19 WIDE 20 WIDE AND VARIABLE
 WIDTH AND
 PAVILION COURT 13 WIDE AND VARIABLE WIDTH AND
 THE EXTENSION OF CASUARINA WAY 20 WIDE AND
 VARIABLE WIDTH TO THE PUBLIC AS ROAD

Plans used in the preparation of survey/compilation.

DP1030322
 DP1042119
 DP1048494

If space is insufficient continue on PLAN FORM 5A

Signatures, Seals and Section 88B Statements should appear on
 PLAN FORM 5A.

Surveyor's Reference: 2012/111

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Office Use Only

Office Use Only

Registered:  29.7.2014

PLAN OF SUBDIVISION OF
 LOT 144 DP 1030322 AND LOT 3 DP 1042119
 AND LOT 223 DP 1048494

DP1198266

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(1) SSI Regulation 2012
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals- see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: 504/2010

Date of Endorsement: 13/6/2014

IT IS INTENDED TO DEDICATE
 LOT 13 AS PUBLIC RESERVE AND
 LOT 12 AND LOT 18 AS DRAINAGE RESERVE

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

- 1)EASEMENT TO DRAIN WATER VARIABLE WIDTH (O)
 - 2)EASEMENT FOR MULTI PURPOSE ELECTRICAL INSTALLATION 4.2 WIDE (P)
 - 3)EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE (Q)
 - 4)EASEMENT FOR DRAINAGE OF WATER 3 WIDE (R)
 - 5) EASEMENT FOR DRAINAGE OF SEWAGE 4 WIDE (S)
 - 6) EASEMENT FOR DRAINAGE OF WATER 4 WIDE (T)
 - 7)RIGHT OF CARRIAGEWAY 5.5 WIDE (U)
 - 8)EASEMENT FOR WATER SUPPLY 2 WIDE (V)
 - 9)EASEMENT FOR DRAINAGE OF SEWAGE 36 WIDE (W)
 - 10)EASEMENT FOR DRAINAGE OF WATER 36 WIDE (X)
 - 11)RIGHT OF CARRIAGEWAY 36 WIDE (Y)
 - 12)EASEMENT FOR DRAINAGE OF SEWAGE VARIABLE WIDTH (Z)
 - 13)RESTRICTIONS ON USE OF LAND
 - 14)RESTRICTIONS ON USE OF LAND
 - 15) RESTRICTIONS ON USE OF LAND
 - 16) RESTRICTIONS ON USE OF LAND
- TO RELEASE:
- 1)EASEMENT FOR DRAINAGE OF WATER 7, 12, 14, 32, 36 WIDE AND VARIABLE (DP1031933)
 - 2)EASEMENT FOR DRAINAGE OF SEWAGE 3, 32, 36 WIDE AND VARIABLE (DP1048494)
 - 3)RIGHT OF CARRIAGEWAY 20, 32, 36 WIDE AND VARIABLE (DP1048494)
 - 4)EASEMENT FOR DRAINAGE OF SEWAGE 3, 4, 5, 6, 8, AND 16 WIDE AND VARIABLE (DP1030322)
 - 5)RIGHT OF CARRIAGEWAY 10 AND 16 WIDE AND VARIABLE WIDTH (DP1030322)
 - 6)EASEMENT FOR ELECTRICITY SUPPLY 2 WIDE, 3, 10 and variable (DP1030322)
 - 7)EASEMENT TO DRAIN SEWAGE 3 WIDE (A1261344E)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 2012/111

Handwritten signature and initials

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 3 of 3 sheet(s)

Office Use Only

Office Use Only

Registered: 29.7.2014

PLAN OF SUBDIVISION OF
 LOT 144 DP 1030322 AND LOT 3 DP 1042119
 AND LOT 223 DP 1048494

DP1198266

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) SSI Regulation 2012
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals - see 196D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.


Subdivision Certificate number: 5014/2010

Date of Endorsement: 13/6/2014

Street numbers were not available for all of the lots shown on the plan

Signed by CLARENCE PROPERTY CORPORATION)
 LIMITED ABN 094 710 942 by its attorney)
 Gregory Charles O'Meara under Power of)
 Attorney Book 4642 NO. 506 who certifies)
 he has received no notice of revocation)
 of that power of attorney.)

Witness 
 ALEXANDER JAMES RICHARDS
 SOLICITOR


 Attorney

Full name of witness

Signed by NATIONAL AUSTRALIA BANK)
 LIMITED ABN 12 004 937 by its attorney)

< MICHAEL SWINDELLS under Power of Attorney Book 4512 NO 39

who certifies he/she has received no notice of
 revocation of that power of attorney

Witness 
 THAMARINDOU
 ANALYST
 PROPERTY FINANCE
 QUEENSLAND


 Attorney

Full name of witness

If space is insufficient use additional annexure sheet

Surveyor's Reference: 2012/111



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

(Sheet 1 of 8)

Plan:

DP1198266

PLAN OF SUBDIVISION OF LOT 144 DP1030322
 AND LOT 3 DP1042419 AND LOT 223 DP1043494

Patrol covered by Subdivision
 Certificate No. 6414/0010 of 2014

Full name and address
 of the owner of the land:

Clarence Property Corporation Limited ACN 084 710 942
 of Unit 2, 75 Tamar Street, Ballina New South Wales 2478

Full name and address
 of the mortgagee of the land:

National Australia Bank Limited ABN 12 004 044 937 of
 Level 13, 100 Creek Street, Brisbane Queensland 4000

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan ¹	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to drain water variable width (O)	11, 17	Tweed Shire Council
2	Easement for multi- purpose electrical installation 4.2 wide (P)	14, 17	Essential Energy
3	Easement for drainage of sewage 3 wide (Q)	14, 15, 16, 18 to 30 inclusive, 32 to 39 inclusive, 42 to 48 inclusive 49, 41	Tweed Shire Council
4	Easement for drainage of water 3 wide (R)	15 32 33 34 35 36 37 38 39	Tweed Shire Council 31 31 and 32 31, 32 and 33 31, 32, 33 and 34 31, 32, 33, 34 and 35 31, 32, 33, 34, 35 and 36 31, 32, 33, 34, 35, 36 and 37 40
5	Easement for drainage of sewage 4 wide (S)	11, 15, 17, 31, 34, 49 to 56 inclusive	Tweed Shire Council

¹ Where the easement is limited in duration, reference should be included in the intention panel of the plan and the easement
 statement in Part 1 of the Section 88B instrument.

PLAN OF SUBDIVISION OF LOT 144 DP1030322

DP1198266

ePlan

AND LOT 3 DP1042119 AND LOT 233 DP1048494

(Sheet 2 of 8)

COVERED BY SUBDIVISION CERTIFICATE NO. 5014/0010 OF 2014

A

6	Easement for drainage of water 4 wide (T)	11 16 17 31 49 50 51 52 53 54 55	Tweed Shire Council 17 and Tweed Shire Council 16 and Tweed Shire Council 39 and Tweed Shire Council 50 to 55 inclusive and Tweed Shire Council 51 to 55 inclusive and Tweed Shire Council 52 to 55 inclusive and Tweed Shire Council 53 to 55 inclusive and Tweed Shire Council 54 to 55 inclusive and Tweed Shire Council 55 and 56 and Tweed Shire Council 55 and Tweed Shire Council
7	Right of carriageway 5.5 wide (U)	49 to 55 inclusive	each of the other lots from 49 to 55 inclusive
8	Easement for water supply 2 wide (V)	49 to 55 inclusive	Tweed Shire Council
9	Easement for drainage of sewage 35 wide (W)	15	Tweed Shire Council
10	Easement for drainage of water 30 wide (X)	15	Tweed Shire Council
11	Right of carriageway 35 wide (Y)	15	Tweed Shire Council
12	Easement for drainage of sewage variable width (Z)	11, 15	Tweed Shire Council
13	Restrictions on use of land	Each Lot (excluding 15)	Tweed Shire Council
14	Restrictions on use of land	Lots 49-55 (inclusive)	Tweed Shire Council
15	Restrictions on use of land	Lots 19-55 (inclusive)	Each of the other lots from 19-55 inclusive
16	Restrictions on use of land	Lots 40-48 (inclusive)	Tweed Shire Council

Part 1A (Release)

Number of item shown in the intention panel on	Identity of easement or profit à prendre to be	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed
--	--	------------------------------	---

10/11/2014 [Signature] [Signature]

PLAN OF SUBDIVISION OF LOT 144 OF DP1030322 DP1198266
 AND LOT 3 OF DP1042119 AND LOT 233 OF DP1048494
 COVERED BY SUBDIVISION CERTIFICATE NO. SC14/0010 OF 2014 (Sheet 3 of 8)

the plan	released and referred to in the plan.		Authorities:
1	Easement for drainage of water 7, 12, 14, 32, 38 wide and variable (DP1031933)	223/1048494	Tweed Shire Council
2	Easement for drainage of sewage 3, 32, 36 wide and variable (DP1042119)	223/1048494	Tweed Shire Council
3	Right of carriageway 20, 32, 38 wide and variable (DP1048494)	223/1048494	Tweed Shire Council
4	Easement for drainage of sewage 3, 4, 5, 6, 8 and 10 wide and variable (DP1030322)	144/1030322	Tweed Shire Council
5	Right of Carriageway 10 and 16 wide and variable width (DP1030322)	144/1030322	Tweed Shire Council
6	Easement for Electricity Supply 2 wide, 3, 10 and variable (DP1030322)	144/1030322	Essential Energy
7	Easement to drain sewage 3 wide (A0261344E)	223/1048494 and 3/1042119	Tweed Shire Council

Part 2 (Terms)

1. Terms of Easement to drain water variable width numbered 1

As provided for in Part 3 of Schedule 4A of the Conveyancing Act 1919, provided that the body benefited and owner of the lot burdened by the easement must maintain the easement with the cost of that maintenance to be shared equally or proportionately on an equitable basis.

2. Terms of Easement for multi-purpose electrical installation 4.2 wide numbered 2

Terms of Easement for Multi-Purpose Electrical Installation

1. Essential Energy may:

- 1.1. Install multi-purpose equipment within the easement site;
- 1.2. Excavate the easement site to install the multi-purpose equipment;
- 1.3. Use the multi-purpose equipment for the transmission of electricity, signals, fluids or gases;
- 1.4. Enter the lot burdened using the most practical route (with or without vehicles, plant, equipment and materials) at all reasonable times (and at any time in the event of an emergency) and remain there for a reasonable time;
- 1.5. Install its own gates, locks, roads, tracks, bridges and other means of access on the lot burdened;
- 1.6. Trim or remove any vegetation from the lot burdened that:
 - 1.6.1. Could destroy, damage or interfere with its multi-purpose equipment;
 - 1.6.2. Could make its multi-purpose equipment become a potential cause of bush fire or a potential risk to public safety; or
 - 1.6.3. Could prevent reasonable access to the easement site or the multi-purpose equipment; and
- 1.7. Remove any unauthorised encroachments from the easement site and recover the costs of carrying out the removal work and repairing any damage to the multi-purpose equipment by the unauthorised encroachment.

10

PLAN OF SUBDIVISION OF LOT 144 DP1030322 DP1198266 ePlan
AND LOT 3 DP1042119 AND LOT 223 DP1048444 (Sheet 4 of 8)
COVERED BY SUBDIVISION CERTIFICATE NO. 614/2010 OF 2014 4

2. In exercising its rights under this easement Essential Energy will take all reasonable precautions to minimise disturbance to the lot burdened and will restore the lot burdened as nearly as practicable to its original condition.
3. Essential Energy will at all times and at its own expense keep the multi-purpose equipment in a proper and fit state of repair.
4. The landowner agrees that it will not:
 - 4.1. Place or permit to be placed any services or structure within the easement site;
 - 4.2. Alter the surface of the easement site;
 - 4.3. Do or permit to be done anything that restricts access to the easement site by Essential Energy; or
 - 4.4. Plant or allow to grow vegetation other than low or horizontal growing grasses within the easement site.without the written permission of Essential Energy and in accordance with such conditions as Essential Energy may reasonably impose.
5. In this memorandum and any document which refers to it the following definitions apply:
 - 5.1. "Essential Energy" means Essential Energy its successors and assigns (who may exercise its rights by any persons authorised by it);
 - 5.2. "Easement Site" means the part of the lot burdened as the site of an easement for multi-purpose electrical reticulation;
 - 5.3. "Fluids" means and includes fluids of any description or kind;
 - 5.4. "Gases" means and includes gases of any description or kind;
 - 5.5. "Install" includes construct, repair, replace, maintain, modify, use and remove;
 - 5.6. "Landowner" means the registered proprietor of the lot burdened and its successors and assigns (including those claiming under or through the registered proprietor);
 - 5.7. "Lot burdened" means the land which has the burden of rights created by any document which refers to this memorandum;
 - 5.8. "Multi-purpose equipment" means:
 - 5.8.1. Above ground mains, wires, cables or other conduit, transformers (including pole-mounted and padmounted transformers), substations (including pole-mounted and padmounted substations), pumping stations, exchanges, boosters, microwave dishes, energy collection and/or generation devices and equipment together with any above ground or underground ancillary works including service cables and connecting cables and the supports therefore (including any towers and poles); and
 - 5.8.2. Underground mains, wires, cables, pipes or other conduit, transformers (including pole-mounted and padmounted transformers), substations (including pole-mounted and padmounted substations), pumping stations, exchanges, boosters, energy collection and/or generation devices and equipment and the supports therefore together with any above ground or underground ancillary works including service cables and connecting cables and the supports therefore (including towers and poles).
 - 5.9. "Services" includes overhead and underground telephone, communications, gas, water, sewage and drainage services;
 - 5.10. "Signals" means and includes data or signals of any description or kind;
 - 5.11. "Structure" includes building, wall retaining wall, carport and swimming pool but excludes furniture and garden ornament.

And it is hereby declared that the said easement is intended to be an easement in gross under Section 88A of the Conveyancing Act 1919 and that the said easement may be released, varied or modified by Essential Energy.

3. **Terms of Easement for drainage of sewage 3 wide numbered 3**

As provided for in Part 6 of Schedule 4A of the Conveyancing Act 1919, provided that the body benefited and owner of the lots burdened by the easement must maintain the easement with the cost of that maintenance to be shared equally or proportionately on an equitable basis.

PLAN OF SUBDIVISION OF LOT 144 DP1030322 DP1198266
AND LOT 3 DP1042119 AND LOT 223 DP1042119 (Sheet 5 of 8)
COVERED BY SUBDIVISION CERTIFICATE NO. SC14/0010 OF 2014

4. **Terms of Easement for drainage of water 3 wide numbered 4**

As provided for in Part 6 of Schedule 8 of the Conveyancing Act 1919, provided that the owner of the lots benefited and lots burdened by the easement must each maintain the easement with the cost of that maintenance to be shared equally or proportionately on an equitable basis.

5. **Terms of Easement for drainage of sewage 4 wide numbered 5**

As provided for in Part 6 of Schedule 4A of the Conveyancing Act 1919, provided that the body benefited and owner of the lots burdened by the easement must maintain the easement with the cost of that maintenance to be shared equally or proportionately on an equitable basis.

6. **Terms of Easement for drainage of water 4 wide numbered 6**

As provided for in Part 3 of Schedule 8 of the Conveyancing Act 1919, provided that the owner of the lots benefited and burdened by the easement must maintain the easement with the cost of that maintenance to be shared equally or proportionately on an equitable basis.

7. **Terms of Right of carriageway 5 wide numbered 7**

As provided for in Part 1 of Schedule 8 of the Conveyancing Act 1919, provided that the owner of the lots benefited and lots burdened by the easement must each maintain the easement with the cost of that maintenance to be shared equally or proportionately on an equitable basis.

8. **Terms of Easement for water supply 2 wide numbered 8**

As provided for in Part 10 of Schedule 4A of the Conveyancing Act 1919, provided that the body benefited and owner of the lots burdened by the easement must maintain the easement with the cost of that maintenance to be shared equally or proportionately on an equitable basis.

9. **Terms of Easement for drainage of sewage 36 wide numbered 9**

As provided for in Part 6 of Schedule 4A of the Conveyancing Act 1919, provided that the body benefited and owner of the lots burdened by the easement must maintain the easement with the cost of that maintenance to be shared equally or proportionately on an equitable basis.

10. **Terms of Easement for drainage of water 36 wide numbered 10**

As provided for in Part 7 of Schedule 4A of the Conveyancing Act 1919, provided that the body benefited and owner of the lots burdened by the easement must maintain the easement with the cost of that maintenance to be shared equally or proportionately on an equitable basis.

11. **Terms of Right of carriageway 36 wide numbered 11**

As provided for in Part 1 of Schedule 4A of the Conveyancing Act 1919, provided that the body benefited and owner of the lot burdened by the easement must maintain the easement with the cost of that maintenance to be shared equally or proportionately on an equitable basis.

12. **Terms of Easement for drainage of sewage variable width numbered 12**

As provided for in Part 3 of Schedule 8 of the Conveyancing Act 1919, provided that the body benefited and owner of the lots burdened by the easement must maintain the easement with the cost of that maintenance to be shared equally or proportionately on an equitable basis.

13. **Terms of Restriction numbered 13**

1. Roof water from dwellings or structures and water from hardstand/carparking, and impermeable landscaping areas must be discharged to an infiltration pit sized to accommodate the three (3) month recurrence interval storm (being storm events up to the 3 month ARI event (deemed to be 40% of the 1 year ARI event)) assuming a maximum infiltration rate of 3m per day.

PLAN OF SUBDIVISION OF LOT 144 OF DP1042119 AND LOT 223 DP1046494 (Sheet 6 of 8)
COVERED BY SUBDIVISION CERTIFICATE NO. SC1410010 OF 2014

DP1198266

2. Any infiltration pit created on a Lot shall be approved by the Certifying Authority that certifies any construction certificate for any dwelling constructed on a Lot burdened and any application to the Certifying Authority for a construction certificate in respect of a dwelling shall be accompanied by a design for the proposed infiltration pit.

3. Attached as Annexure A to this deed instrument is an example plan detailing the required infiltration pit and drainage lines.

14. Terms of Restriction numbered 14

1. This restriction applies to each lot that has the benefit or burden of a retaining wall that prevents any cut or fill greater than 0.3m in vertical height within a zone adjacent to the wall that is equal to the height of the wall.
2. Each lot burdened and or benefited by this restriction must maintain the retaining wall to (Australian Standard) AS4678-2002 Earth Retaining Structures (as a Type 1 wall).

15. Terms of Restriction numbered 15

No development is permitted on the lot burdened unless it:

1. Complies with the Architectural Design Regulations issued by Clarence Property Corporation Limited ACN 094 710 942; and
2. Has received design endorsement from Clarence Property Corporation Limited ACN 094 710 942.

16. Terms of Restriction numbered 16

No development is permitted on the lot burdened that provides for access from Casuarina Way. Access to the lot burdened may only be from Pavilion Court.

Name of person empowered to release, vary or modify restriction numbered 13

Tweed Shire Council

Name of person empowered to release, vary or modify restriction numbered 14

Tweed Shire Council

Name of person empowered to release, vary or modify restriction numbered 15

Tweed Shire Council and Clarence Property Corporation Limited

Name of person empowered to release, vary or modify restriction numbered 16

Tweed Shire Council

Signed in accordance with Conveyancing (General) Regulation 2013.

DP1198266

ePlan
(Sheet 7 of 8)

SIGNED by CLARENCE PROPERTY CORPORATION LIMITED ACN 084 710 842 by its attorney Gregory Charles O'Meara under Registered Power of Attorney Book 4842 No. 608 who certifies he has received no notice of revocation of that power of attorney.

Plan of Subdivision of 144/1030322,
3/1042119 and 223/1048494,
Sub Cert No: SC 14/0010



Witness

ALEXANDER JAMES RICHARDS
SOLICITOR

Full name of Witness



Attorney

SIGNED by NATIONAL AUSTRALIA BANK LIMITED ABN 12 004 044 937 by its attorney

X MICHAEL SWINDELLS under Power of Attorney

X REGISTERED NO 32 BOOK 4512

who certifies he/she has not received notice of revocation of that power of attorney



Witness

X STEVE KELLY X
Full name of Witness



Attorney





ePlan
(Sheet 8 of 8)

DP1198266

SIGNED by ESSENTIAL ENERGY by its duly
appointed attorney under power of attorney Book
4641 No. 640 in the presence of

Plan of Subdivision of 144/1030322,
3/1042119 and 223/1048494,
Sub Cert No: SC 14/0010

✓ 
Signature of Witness
MICHELLE AGNINI
DIVISIONAL ASSISTANT
ESSENTIAL ENERGY
✓
Name of Witness

✓ 
Address of Witness
8 Buller Street
Port Macquarie NSW 2444

✓ 
Signature of Attorney
PETER BEREICUA
GENERAL MANAGER
NETWORK OPERATIONS
ESSENTIAL ENERGY
✓
Name and Title of Attorney

✓ 
Signature of Attorney
KEN STONESTREET
CHIEF ENGINEER
ESSENTIAL ENERGY
✓
Name and Title of Attorney

 (MICK DENNEY)
TWEED SHIRE COUNCIL
AUTHORISED OFFICER



✓   

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

Registered:  23.07.2015 Title System: TORRENS Purpose: SUBDIVISION	Office Use Only <div style="font-size: 2em; text-align: center;">DP1208915</div>
PLAN OF SUBDIVISION OF LOT 14 DP 1198266	LGA: TWEED Locality: CASUARINA Parish: CUDGEN County: ROUS
Crown Lands NSW/Western Lands Office Approval I, _____ (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: _____ Date: _____ File Number: _____ Office: _____	Survey Certificate JOHN LAWRENCE NEWTON of NEWTON DENNY CHAPPELLE a surveyor registered under the Surveying and Spatial Information Act 2002, certify that: "(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on 12/03/2015. "(b) The part of the land shown in the plan ("being" excluding _____) was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on _____ the part not surveyed was compiled in accordance with that Regulation. "(c) The land shown in the plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012. Signature:  Dated: 17/04/2015 Surveyor ID: 1729 Datum Line: SSM123577-SSM122165 Type: Urban / Rural The terrain is "Level-Undulating" / "Deep-Mountainous". *Strike through if inapplicable. *Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.
Subdivision Certificate I,  _____ "Authorised Person"/General Manager/Credited Certifier, certify that the provisions of s.103J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature:  _____ Accreditation number: _____ Consent Authority: Tweed Shire Council Date of endorsement: 26 June 2015 Subdivision Certificate number: SC 15/0019 File number: DA10/0222 *Strike through if inapplicable.	Plans used in the preparation of survey/compilation DP 1198266 If space is insufficient continue on PLAN FORM 6A
Statements of intention to dedicate public roads, public reserves and drainage reserves. IT IS INTENDED TO DEDICATE ECHO LANE 15 WIDE AND SUNCATCHER LANE 15 WIDE, SUBJECT TO TO THE PUBLIC AS ROAD EXISTING EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE (DP 1198266)	Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A Surveyor's Reference: 2013169

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Registered:  23.07.2015

Office Use Only

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PLAN OF SUBDIVISION OF
LOT 14 DP 1198265

DP1208915

Subdivision Certificate number: SC15/0019

Date of Endorsement: 26 June 2015

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) SS/ Regulation 2012
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals- see 155D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Schedule of Council Street Numbering

Lot	Street Number	Street Name	Street Type	Locality
16	2	ECHO	LANE	OSUNRNA
18	4	ECHO	LANE	OSUNRNA
20	6	ECHO	LANE	OSUNRNA
22	8	ECHO	LANE	OSUNRNA
24	10	ECHO	LANE	OSUNRNA
26	12	ECHO	LANE	OSUNRNA
28	14	ECHO	LANE	OSUNRNA
30	16	ECHO	LANE	OSUNRNA
32	18	ECHO	LANE	OSUNRNA
34	20	ECHO	LANE	OSUNRNA
36	22	ECHO	LANE	OSUNRNA
38	24	ECHO	LANE	OSUNRNA
40	26	ECHO	LANE	OSUNRNA
42	28	ECHO	LANE	OSUNRNA
44	30	ECHO	LANE	OSUNRNA
46	32	ECHO	LANE	OSUNRNA
48	34	ECHO	LANE	OSUNRNA
50	36	ECHO	LANE	OSUNRNA
52	38	ECHO	LANE	OSUNRNA
54	40	ECHO	LANE	OSUNRNA
56	42	ECHO	LANE	OSUNRNA
58	44	ECHO	LANE	OSUNRNA
60	46	ECHO	LANE	OSUNRNA
62	48	ECHO	LANE	OSUNRNA
64	50	ECHO	LANE	OSUNRNA
66	52	ECHO	LANE	OSUNRNA
68	54	ECHO	LANE	OSUNRNA
70	56	ECHO	LANE	OSUNRNA
72	58	ECHO	LANE	OSUNRNA
74	60	ECHO	LANE	OSUNRNA
76	62	ECHO	LANE	OSUNRNA
78	64	ECHO	LANE	OSUNRNA
80	66	ECHO	LANE	OSUNRNA
82	68	ECHO	LANE	OSUNRNA
84	70	ECHO	LANE	OSUNRNA
86	72	ECHO	LANE	OSUNRNA
88	74	ECHO	LANE	OSUNRNA
90	76	ECHO	LANE	OSUNRNA
92	78	ECHO	LANE	OSUNRNA
94	80	ECHO	LANE	OSUNRNA
96	82	ECHO	LANE	OSUNRNA
98	84	ECHO	LANE	OSUNRNA
100	86	ECHO	LANE	OSUNRNA
102	88	ECHO	LANE	OSUNRNA
104	90	ECHO	LANE	OSUNRNA
106	92	ECHO	LANE	OSUNRNA
108	94	ECHO	LANE	OSUNRNA
110	96	ECHO	LANE	OSUNRNA
112	98	ECHO	LANE	OSUNRNA
114	100	ECHO	LANE	OSUNRNA
116	102	ECHO	LANE	OSUNRNA
118	104	ECHO	LANE	OSUNRNA
120	106	ECHO	LANE	OSUNRNA
122	108	ECHO	LANE	OSUNRNA
124	110	ECHO	LANE	OSUNRNA
126	112	ECHO	LANE	OSUNRNA
128	114	ECHO	LANE	OSUNRNA
130	116	ECHO	LANE	OSUNRNA
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PLAN FORM 5A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

Registered:  23.07.2015

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF
LOT 14 DP 1198288

DP1208915

Subdivision Certificate number: SC15/0019

Date of Endorsement: 26 June 2015

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) DSR Regulation 2012
 - Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
 - Signatures and seals - see 196D Conveyancing Act 1919
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

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

- 1) EASEMENT TO DRAIN SEWAGE 3 WIDE
- 2) EASEMENT TO DRAIN WATER 3 WIDE
- 3) POSITIVE COVENANT
- 4) RESTRICTION ON THE USE OF LAND
- 5) RESTRICTION ON THE USE OF LAND
- 6) RESTRICTION ON THE USE OF LAND
- 7) RESTRICTION ON THE USE OF LAND

Executed by CTC Multiple Lots Pty Ltd
ACN 158 847 128



CTC MULTIPLE LOTS PTY LTD
ACN 158 847 128 BY ITS ATTORNEY
ANDREW JOSEPH COSTELLO BOOK 4553 NO 357

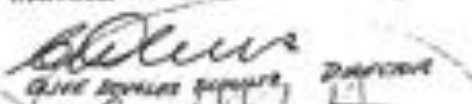
A. Calder
Signature of Witness

Michele Calder
Name of Witness

11 Pearl Street, Kingscliff
Address of Witness

NATIONAL AUSTRALIA BANK LIMITED
ACN 12 004 044 937 BY ITS ATTORNEY
WHO HOLDS THE POSITION OF LEVEL
3 ATTORNEY UNDER POWER OF
ATTORNEY DELEGATE NO: BOOK 4512
NO 39.

Executed by Investment Management
Australia Pty Ltd ACN 082 366 867


GIVE SIGNATURE SIGNATURE

Andrew Joseph Costello
Andrew Joseph Costello Secretary

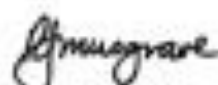
STEVE KELLY
SENIOR ASSOCIATE
Corporate Property QLD

WITNESS:

THAMANE NOLOVU
ANALYST
PROPERTY FINANCE
QUEENSLAND

LEVEL 20
100 CREEK STREET
BRISBANE QLD 4000

If space is insufficient use additional annexure sheet



Surveyor's Reference: 2013169

ePlan

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

DP1208915

(Sheet 1 of 9 Sheets)

Plan: Plan of subdivision of Lot 14 in DP1198256 covered by Subdivision
 Certificate No. SC15/0019 Dated 26.06.2015

Full Name and address
 of the owner of the land:

CTC Multiple Lots Pty Ltd ACN 158 847
 128 of Level 12, 344 Queen Street,
 Brisbane Queensland 4000

Full Name and address
 of the mortgagee of the land:

National Australia Bank Limited ACN 004
 044 937
 Level 1 800 Bourke Street
 Docklands Vic 3008

Investment Management Australia Pty Ltd
 ACN 088 366 867
 Level 7 100 Edward Street
 Brisbane Qld 4000

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement or profit à prendre to be released and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to drain sewage 3 wide	Lots 58 - 87 (inclusive), Lots 93 - 97 (inclusive)	Tweed Shire Council
2	Easement to drain water 3 wide	68 69 70 71 73 74 75 85 86 88 89 94 95 96 97	69, 70, 71, 72, 73, 74, 75, 76 70, 71, 72, 73, 74, 75, 76 71, 72, 73, 74, 75, 76 72 74, 75, 76 75, 76 76 84, 85, 87 87 84, 85, 86, 87, 88, 89, 90, 91, 92 84, 85, 86, 87, 88, 89, 90, 91 84, 85, 86, 87, 88, 89, 90 84, 85, 86, 87, 88, 89 84, 85, 86, 87, 88

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B. Muirgrave

DP1208915

ePlan
 (Sheet 2 of 9 Sheets)

Plan:

Plan of subdivision of Lot 14 in DP1186266 covered by Subdivision
 Certificate No. SC15/0019 Dated 26.06.2015

3	Positive Covenant	Each Lot	Tweed Shire Council
4	Restriction on the Use of Land	77, 78, 92 and 93	Tweed Shire Council
5	Restriction on the Use of Land	67, 68	Tweed Shire Council
6	Restriction on the Use of Land	58	Tweed Shire Council
7	Restriction on the Use of Land	Each Lot	Every Other Lot

PART 2 (Terms)

1. Terms of Positive Covenant numbered 3 in the plan

Roof water from dwellings or structures must be discharged to an approved infiltration pit sized to accommodate the 3 month average recurrence interval storm. Any infiltration pit created on a lot burdened shall be approved by the certifying authority that certifies any construction certificate for any dwelling constructed on a lot burdened and any application to the certifying authority for a construction certificate in respect of a dwelling shall be accompanied by a design for the proposed infiltration pit.

2. Terms of Restriction on the Use of Land numbered 4 in the plan

No lot burdened may have direct vehicular access to Casuarina Way.

3. Terms of Restriction on the Use of Land numbered 5 in the plan

No lot burdened may have direct vehicular access to Blue Horizon Drive.

4. Terms of Restriction on the Use of Land Numbered 6 in the plan

No lot burdened may have direct vehicular access to Trestles Avenue

5. Terms of Restriction on the Use of Land numbered 7 in the plan

5.1 Definitions

- (1) "AMCORD" means the Australian Model Code of Residential Development;
- (2) "ARC" or "Architectural Review Committee" means a committee nominated by CTC from time to time;
- (3) "Building Works" means any works or proposed works in respect of a Lot or Lots including without limitation proposed external construction, alterations, additions, extensions and repairs whether to dwellings or associated structures or buildings, or fences, retaining walls, exterior lighting, driveways or recreational facilities. It includes landscaping and tree planting, painting and repainting;
- (4) "Building Works Consent Body" means CTC or the ARC;

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DP1208915

ePlan
(Sheet 3 of 9 Sheets)

Plan:

Plan of subdivision of Lot 14 in DP1198266 covered by Subdivision
Certificate No. 5215/2019, Dated 26.06.2015

- (5) "CTC" means CTC Multiple Lots Pty Ltd ACN 158 847 128;
- (6) "Consolidation" means a proposal by a proprietor of a Lot to consolidate that Lot with one or more other Lots as one land title;
- (7) "Corner Lot" means a lot bounded by 2 or more roads where the roads intersect and join;
- (8) "Council" means Tweed Shire Council;
- (9) "Design and Building Standards" means, in relation to the Main Dwelling and other structures:
 - (a) a maximum height of 2 storeys;
 - (b) A rooftop observatory (3rd level) will be allowed if:
 - a. the Building Works Consent Body deems it to be designed in compliance with the Main Dwelling requirements; and
 - b. the area of the observatory does not exceed 36 square meters;and in any event, the maximum height must not exceed 12 metres;
 - (c) minimum setback from the Street Front Boundary is 6 metres, except in relation to:
 - a. verandahs, the setback for which must be in accordance with clause 5.1(9)(r); and
 - b. garages, the setback for which must be in accordance with clause 5.1(10)(w);
 - (d) minimum setback from a Secondary Street Boundary of a Corner Lot of 3 metres;
 - (e) minimum Side Boundary setback of 900mm to the fascia. A zero lot line dwelling or garage may be allowed in the absolute discretion of the ARC. Side Boundary setbacks shall progressively increase to minimise overshadowing, overlooking of adjoining properties and to reduce building bulk;
 - (f) A side or rear wall of a garage may abut the Side or Rear Boundary;
 - (g) minimum Rear Boundary setback of 6 meters and in accordance with Element 5.4 – Building Envelope and Siting of AMCORD;
 - (h) Site Coverage must not exceed 50% of the area of a Lot;
 - (i) roofing only of matt finished profiled metal deck (eg. copper, zinc or Colourbond) or flat shingle profile tiles. The ARC may consider other materials on their merits;
 - (j) minimum eaves overhang of 600mm;
 - (k) no curved or undulating parapets;
 - (l) external walls of Main Dwelling with a mix only of the following materials:
 - (i) masonry finished in a rendered and painted textured finish;
 - (ii) masonry finished in a bagged and painted finish;

J. Magnare

DP1208915

Plan:

Plan of subdivision of Lot 14 in DP1198266 covered by Subdivision
Certificate No. SC-1510019 Dated 26.06.2015

ePlan
(Sheet 4 of 9 Sheets)

- (iii) fibre cement wall sheeting;
- (iv) timber shingles; and/or
- (v) timber weather boards or plywood with a painted or stained finish or untreated finish ie., weather or texture 2000;
- (vi) plain brickwork (subject to clause 5.1(9)(n));
- (vii) metal deck cladding (subject to clause 5.1(10)(n));
- (m) maximum 10% plain brickwork on total area of external wall surfaces;
- (n) maximum 50% metal deck cladding on total area of external wall surfaces;
- (o) external colours to complement the beach surroundings;
- (p) ground floor windows and verandahs suitably screened by dense landscaping or screen fencing to a maximum height of 1.8 metres;
- (q) screening of windows of habitable rooms or balconies on any upper levels with outlook at an angle closer than 45 degrees to a habitable window or balcony of an adjacent dwelling, by one of the following solutions:
 - (i) fixed obscure glazing of that part of the window below 1500mm above floor level; or
 - (ii) fixed external screens to windows or balconies of material types timber battens, timber lattice, louvered shutter, sail fabric or mesh; or
 - (iii) sill height above 1500mm from floor level.
- (r) verandah minimum Street Front Boundary setback of 3 metres may be permitted subject to the approval of the ARC;
- (s) verandah supports only of timber, galvanized steel or masonry construction and painted or stained of colour compatible with Main Dwelling;
- (t) verandah roof compatible in colour, material and form with Main Dwelling roof;
- (u) verandah timber or similar shutters or retractable windows will be acceptable to screen solar and acoustic impacts;
- (v) where possible, garages to be located so that they are visually unobtrusive from the street;
- (w) minimum setback for garage from Street Front Boundary of 5 metres;
- (x) a garage is not to extend beyond any part of the Main Dwelling proper towards the street;
- (y) minimum of 2 car spaces for a Lot, of these at least 1 must be covered and if dual occupancy, a minimum of 3 car spaces;
- (z) not more than 1 driveway and crossover for each Lot, no wider than 4 metres at the street boundary, with at least 0.75 metres of screen planting between the driveway and the Side Boundary;

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DP1208915

ePlan
(Sheet 5 of 9 Sheets)

Plan:

Plan of subdivision of Lot 14 in DP1196266 covered by Subdivision
Certificate No. SC-1510019 Dated 26.06.2015

(aa)driveways finished only with:

- (i) masonry/clay paver;
- (ii) exposed aggregate concrete finish;
- (iii) sleepers or timber boards;
- (iv) gravel; or
- (v) concrete or coloured concrete with inserts;

provided that finishes over Council's nature strip are to comply with Council's
"Access to Property" policy;

(bb)outdoor structures, including pergolas, gazebos and storage shed only constructed
of materials complementary to Main Dwelling Solid masonry is prohibited;

(cc)open-sided pergolas may be built to Side Boundary or Rear Boundary only if no
greater than 5 metres in length and they do not impede a Lot's amenity or view;

(dd)Fencing for Lot which is not a Corner Lot as follows:

- (i) to Street Front Boundary to maximum height of 1.2 metres, no
more than 75% solid construction and constructed only from
timber, brushwood or masonry (metal railings permitted);
- (ii) Side Boundary fencing to maximum height of 1.2 metres from
Street Front Boundary to building line and maximum height of 1.8
metres for remaining length of Lot, constructed only from timber,
brushwood or masonry;
- (iii) Rear Boundary Fencing to a maximum height of 1.8 metres and
constructed only from timber, brushwood or masonry;

(ee)Fencing for a Lot which is a Corner Lot to a Secondary Street Boundary to be a
maximum height of 1.2 metres, no more than 75% solid construction and
constructed of timber, brushwood or masonry. The colour must compliment the
Main Dwelling.

(ff) and otherwise in accordance with any architectural design regulations published by
the ARC from time to time.

- (10) **"Development Application"** means an application to Council for development
consent in respect of a Lot;
- (11) **"Lot"** means a lot in the Plan;
- (12) **"Main Dwelling"** means the principal residence constructed or to be constructed
on a Lot;
- (13) **"Plan"** means the plan of subdivision to which this instrument relates;
- (14) **"Primary Street Boundary"** means any boundary line, or part, which coincides
with the alignment of the street to which the property is rated by Council (which is
usually the narrowest boundary).

R. Muirgrave

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DP1208915

Plan:

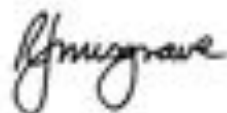
Plan of subdivision of Lot 14 in DP1198266 covered by Subdivision Certificate No. SC15/0019 Dated 26.06.2015

ePlan
(Sheet 6 of 9 Sheets)

- (15) **"Required Documents"** means 2 copies of all relevant documents to be lodged with or in respect of any Development Application, and any other documents requested by the Building Works Consent Body including:
- (a) Sketch review application form as nominated by CTC from time to time;
 - (b) Schematic design drawings including a site plan to scale 1:200 showing:
 - North point;
 - Property lines with metes and bounds;
 - Building set-backs dimensions;
 - Building footprint with entries, verandahs, balconies, terraces, pools, pergolas and overhangs shown;
 - Locations of parking and garages;
 - Driveways, paths, landscaping and retaining walls;
 - Floor plans and roof plans (to scale 1:100);
 - Elevation plan (scale 1:100) showing materials and colours to be used, floor to floor heights, height to eaves and overall height from natural ground level, roof pitches and signage.
- (16) **"Rear Boundary"** means any boundary line, or part which coincides with the alignment of another property or public open space furthest away from the street;
- (17) **"Secondary Street Boundary"** means any boundary line, or part, which coincides with the alignment of a street which is not the Primary Street Boundary
- (18) **"Side Boundary"** means any boundary line or part, which coincides with the alignment of another Lot;
- (19) **"Site Coverage"** means that portion of a Lot which is covered by a building or other structure having an impervious roof, including balconies and eaves;
- (20) **"Street Front Boundary"** means any boundary line, or part, of a Lot which coincides with the alignment of a primary street;
- (21) **"Temporary Structures"** means Building Works which do not comply with the Design and Building Standards, but have approval of the Building Works Consent Body and are associated with construction of Building Works which comply with Design and Building Standards and have the approval of the Building Works Consent Body;
- (22) **"Variation"** means consent by the Building Works Consent Body to Building Works which are inconsistent with the Design and Building Standards;

5.2 Restriction

- (1) No Development Application may be made without the prior written approval of the Building Works Consent Body.
- (2) No Building Works (other than Temporary Structures) may be commenced on a Lot without the prior written approval of the Building Works Consent Body, which consent may be given, given on conditions, or refused in the discretion of the Building Works Consent Body. The Building Works Consent Body will not unreasonably withhold its consent if the Building Works comply with Design and Building Standards.



DP1208915

Plan:

Plan of subdivision of Lot 14 in DP1188208 covered by Subdivision
Certificate No. SC15/0019 Dated 26.06.2015

ePlan
(Sheet 7 of 9 Sheets)

- (3) Building Works must not differ from works approved by the Building Works Consent Body without a Variation which may be approved or refused by the Building Works Consent Body in its absolute discretion.
- (4) No Consolidation may take place without the prior written approval of the Building Works Consent Body (in its absolute discretion).
- (5) No subdivision of a Lot may take place without the prior written approval of the Building Works Consent Body. The Building Works Consent Body will not unreasonably withhold its consent to a two (2) lot subdivision if the area of the Lot is greater than 800m². The Building Works Consent Body may otherwise withhold its consent in its absolute discretion.
- (6) No application for consent of the Building Works Consent Body in respect of Building Works or Consolidation may be made without that application being accompanied by Required Documents.
- (7) Temporary Structures must not be erected on a Lot unless associated with the construction of the Main Dwelling and then only present for the duration of the construction period.
- (8) For the benefit of any adjoining land owned by CTC, but only during the ownership thereof by CTC, its successors and assigns (other than purchasers on sale) no fence shall be erected on any lot burdened to divide such lot from the adjoining lot or lots without the consent of CTC provided that such consent shall not be withheld if:
 - (a) such fence is erected without expense to CTC; and
 - (b) such fence has been approved by the Building Works Consent Body.
- (9) No person shall use any lot burdened for the purpose of a builder's display home without the written consent of CTC which may be withheld or be approved on conditions in the absolute discretion of CTC.
- (10) No advertisement, hoarding, sign or similar structure may be erected or remain on any lot burdened other than one "For Sale" sign which is to be no larger than 1 metre x 75 centimetres without written consent of CTC which may be withheld or be approved on conditions in the absolute discretion of CTC.

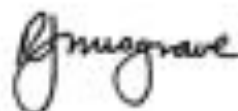
5.3 Amendments

While CTC remains the owner of at least 1 Lot:

- (1) no applications may be made to vary, release or modify this restriction on use without the consent of CTC whose consent may be withheld in its absolute discretion; and
- (2) CTC may vary, release or modify this restriction on use.

5.4 Severability

If anything in this restriction on use is unenforceable, illegal or void then it is severed and the rest of this restriction on use remains in force.



DP1208915

ePlan
(Sheet 8 of 9 Sheets)

Plan:

Plan of subdivision of Lot 14 in DP1198266 covered by Subdivision
Certificate No. SC15/0019 Dated 26.06.2015

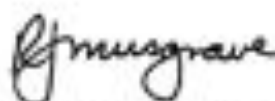
6. Name of person empowered to release, vary or modify the easements numbered 1 and 2, the positive covenant numbered 3 and restrictions on the use of land numbered 4, 5 and 6 in the plan.

Tweed Shire Council

7. Name of person empowered to release, vary or modify restriction on the use of land numbered 7 in the plan.

CTC Multiple Lots Pty Ltd whilst ever it owns any lot or any part of a lot in the Plan which those restrictions burden and thereafter any other person but only with the prior written consent of the Tweed Shire Council.

Executed by Tweed Shire Council



Authorized Person / General Manager

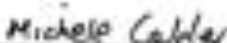
Executed by CTC Multiple Lots Pty
Ltd ACN 158 847 128



by its duly authorized attorney Andrew Joseph Costello
registered in the Department of Lands Book: 4685 No. 357



Signature of Witness



Name of Witness



Address of Witness

0

ePlan
(Sheet 9 of 9 Sheets)

Plan:

Plan of subdivision of Lot 14 in DP1198266 covered by Subdivision
Certificate No. SC15/0019 Dated 26.06.2015

DP1208915


Executed by National Australia Bank
Limited ACN 004 044 937
BY ITS ATTORNEY WHO
HOLDS THE POSITION OF
LEVEL 3 ATTORNEY UNDER
POWER OF ATTORNEY DEED NO:
BOOK NO 4512, 1639

WITNESS:

(2)

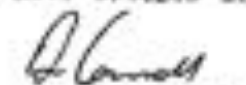
THAMAM NDLOVO
ANALYST
PROPERTY FINANCE
QUEENSLAND

LEVEL 20
100 CREEK STREET
BRISBANE QLD 4000


STEVE KELLY
SENIOR ASSOCIATE
Corporate Property QLD

Executed by Investment
Management Australia Pty Ltd ACN
089 386 887


CHRIS DOUGLAS SCHATZ ATTORNEY


DOUGLAS NOEL MCCARROLL ATTORNEY

C
REGISTERED



23.07.2015

Planning Certificate under Section

10.7 (formerly Section 149)

Environmental Planning and Assessment Act, 1979

Land No. 82356

Applicant: InfoTrack
GPO Box 4029
SYDNEY NSW 2000

Certificate No: ePlanCer21/3119
Date of Issue: 08/10/2021
Fee Paid: \$53.00
Receipt No:

Your Reference:
eCustomer Reference: 215404
Property Description: Lot 67 DP 1208915; No. 20 Echo Lane CASUARINA

In accordance with the requirements of section 10.7 of the Environmental Planning and Assessment Act 1979 (as amended), the following prescribed matters relate to the land at the date of this certificate.

ITEM 1

Names of relevant planning instruments and DCPs

- (1) *The name of each environmental planning instrument that applies to the carrying out of development on the land.*
- (2) *The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).*
- (3) *The name of each development control plan that applies to the carrying out of development on the land.*
- (4) *In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.*

Item 1(1)

The following local environmental planning instrument applies to the carrying out of development on the land:

Tweed Shire LEP 2014

The following State environmental planning policies (SEPPs) apply to the carrying out of development on the land.

State Environmental Planning Policy (Affordable Rental Housing) 2009

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

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

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

State Environmental Planning Policy (Integration and Repeals) 2016

State Environmental Planning Policy (Koala Habitat Protection) 2019

State Environmental Planning Policy (State Significant Precincts) 2005

State Environmental Planning Policy (Primary Production and Rural Development) 2019
State Environmental Planning Policy (Coastal Management) 2018
State Environmental Planning Policy No. 21 - Caravan Parks
State Environmental Planning Policy No. 33 - Hazardous and Offensive Development
State Environmental Planning Policy No. 36 - Manufactured Homes Estate
State Environmental Planning Policy No. 50 - Canal Estate Development
State Environmental Planning Policy No. 55 - Remediation of Land
State Environmental Planning Policy No. 64 - Advertising and Signage
State Environmental Planning Policy No. 65 - Design Quality of Residential Flat Development
State Environmental Planning Policy (Infrastructure) 2007
State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007
State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004
State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017
State Environmental Planning Policy (State and Regional Development) 2011
State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007

Item 1(2)

The following draft local environmental plan(s) and draft planning proposal(s) have been placed on public exhibition and apply to the carrying out of development on the land:

There are no draft Local Environmental Plans currently applying to the subject land.

Item 1(3)

The following development control plan(s) that have been prepared apply to the carrying out of development on the land:

Section A1 - Residential and Tourist Development Code
Section A2 - Site Access and Parking Code
Section A3 - Development of Flood Liable Land
Section A4 - Advertising Signs Code
Section A5 - Subdivision Manual
Section A6 - Biting Midge and Mosquito Control
Section A7 - Child Care Centres
Section A8 - Brothels Policy
Section A9 - Energy Smart Homes Policy
Section A10 - Exempt and Complying Development
Section A13 - Socio Economic Impact Assessment
Section A15 - Waste Minimisation and Management
Section A16 - Preservation of Trees or Vegetation
Section A17 - Business, Enterprise Corridor and General Industrial Zones
Section A18 - Heritage
Section A19 - Biodiversity and Habitat Management
Section B5 - Casuarina Beach
Section B9 - Tweed Coast Strategy

Section B25 - Coastal Hazards

ITEM 2

Zoning and land use under relevant LEPs

For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described):

- (a) the identity of the zone, whether by reference to a name (such as "Residential Zone" or "Heritage Area") or by reference to a number (such as "Zone No 2 (a)"),*
- (b) the purposes for which the instrument provides that development may be carried out within the zone without the need for development consent,*
- (c) the purposes for which the instrument provides that development may not be carried out within the zone except with development consent,*
- (d) the purposes for which the instrument provides that development is prohibited within the zone,*
- (e) whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed,*
- (f) whether the land includes or comprises critical habitat,*
- (g) whether the land is in a conservation area (however described),*
- (h) whether an item of environmental heritage (however described) is situated on the land.*

Item 2(a-d)

The subject land is within the following zone(s) and is affected by the following landuse table:

Zone R1 General Residential

1 Objectives of zone

- To provide for the housing needs of the community.
- To provide for a variety of housing types and densities.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To encourage the provision of tourist accommodation and related facilities and services in association with residential development where it is unlikely to significantly impact on amenity or place demands on services beyond the level reasonably required for residential use.

2 Permitted without consent

Environmental facilities; Environmental protection works; Home occupations

3 Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Child care centres; Community facilities; Dwelling houses; Food and drink premises; Group homes; Home industries; Hostels; Kiosks; Markets; Multi dwelling housing; Neighbourhood shops; Places of public worship; Residential flat buildings; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Serviced apartments; Shop top housing; Any other development not specified in item 2 or 4

4 Prohibited

Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Boat building and repair facilities; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Entertainment facilities; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Marinas; Moorings; Mortuaries; Open cut mining; Passenger transport facilities; Recreation facilities (major); Registered clubs; Research stations; Restricted premises; Rural industries; Rural workers' dwellings; Service stations; Sex services premises; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair

workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Wharf or boating facilities; Wholesale supplies

[End of Zone R1 Table]

Item 2(e) - Minimum Standards for the Erection of a Dwelling-House:

See relevant Tweed Local Environmental Plan(s) applicable to this land as referenced in Item 1(1) above.

Item 2(f) - Critical Habitat:

The subject land is not identified as including or comprising critical habitat as prescribed in the Biodiversity Conservation Act 2016 or (subject to section 5c) Part 7A of the Fisheries Management Act 1994.

Item 2(g) - Conservation Area:

The subject land is not within a heritage conservation area identified within the applicable Tweed Local Environmental Plan.

Item 2(h) - Item of Environmental Heritage:

The subject land does not contain nor constitute an item of environmental heritage as listed in the applicable Tweed Local Environmental Plan.

Other Clauses under Tweed Local Environmental Plan 2000 (if this Plan applies)

The subject land is not affected by any special clauses in Tweed Local Environmental Plan 2000.

ITEM 3

Complying Development

Extract from Clause 47 of the Environmental Planning and Assessment (Complying Development and Fire Safety) Regulation 2013 - Schedule 1 - Amendment of Environmental Planning and Assessment Regulation 2000

"Schedule 4 Planning certificates

- (1) *The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.*
- (2) *The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.*
- (3) *If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land."*

Subdivisions Code (Strata Subdivision)

Yes. Complying Development under the Subdivisions (Strata Subdivisions) Code may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Demolition Code

Yes. Complying Development under the Demolition Code may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Commercial and Industrial Alterations Code

Yes. Complying Development under the Commercial and Industrial Alterations Code may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

General Housing and Rural Housing Code

No. Complying Development under the General Housing Code and Rural Housing Code may not be carried out on this land. The land is affected by specific land exemptions:

- * excluded land identified by an Environmental Planning Instrument as a coastal erosion hazard

Housing Alterations Code and General Development Code

Yes. Complying Development under the Housing Alterations Code and General Development Code may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Commercial and Industrial (New Buildings and Additions) Code

No. Complying Development under the Commercial and Industrial (New Buildings and Additions) Code may not be carried out on this land. The land is affected by specific land exemptions:

- * excluded land identified by an Environmental Planning Instrument as a coastal erosion hazard

Qualifying Statement on Council Data Affecting this Item

Tweed Shire Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, however this restriction may not apply to all of the land.

EXPLANATORY NOTE FOR ITEM 3 COMPLYING DEVELOPMENT

Please note that Council has updated its Section 10.7(2) Planning Certificate information to reflect the statutory changes introduced by the NSW State Government relating to amendments to the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, via the Amendment (Commercial and Industrial Development and Other Matters) 2013, and the Environmental Planning and Assessment Regulation 2000, via the Amendment (Complying Development and Fire Safety) 2013, which all take full effect from 22 February 2014.

To assist with the introduction of these SEPP amendments, the NSW Department of Planning and Infrastructure (DPI) has provided a series of information sheets on its web site www.planning.nsw.gov.au

The DPI also issued Circulars PS13-004 and PS13-005 on 23 December 2013 which explains what steps local councils need to undertake to implement the commencement of these new controls.

The DPI have stated the following rationale for the new Amendments:

"The amending Regulation makes important changes to the lodgement and determination of applications for a complying development certificate (CDC). This includes new requirements to provide advice and notification of complying development to neighbours. There are also additional requirements for information to be lodged with an application for a CDC and for conditions to be imposed on a CDC approval."

"The SEPP has been amended to include new complying development codes, development standards and other requirements. These amendments will require changes to the information provided in section 10.7 planning certificates. The new development types also include a number of prerequisites for certain proposals to be complying development. These and other related matters are specified in the Regulation."

It is strongly suggested that you review this information before proceeding with the lodgement of a Complying Development Certificate application to either Council or a private certifier.

For any further clarification of these matters, please contact Council's Development Assessment or Building Units.

ITEM 4 - REPEALED

ITEM 4A - REPEALED

ITEM 4B

Annual Charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

In relation to a coastal council - whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

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

No

ITEM 5

Mine Subsidence:

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

No

ITEM 6

Road Widening and Road Realignment:

Whether or not the land is affected by any road widening or road realignment under:

- (a) *Division 2 of Part 3 of the Roads Act 1993 , or*
- (b) *any environmental planning instrument, or*
- (c) *any resolution of the council.*

Item 6(a-c)

The subject land is not affected by any road widening or realignment proposal under either Division 2 or Part 3 of the Roads Act, 1993, any environmental planning instrument or any resolution of the Council.

ITEM 7

Council and other public authority policies on hazard risk restrictions

Whether or not the land is affected by a policy:

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

Item 7(a-b)

Land Slip:

The council has not adopted a policy to restrict development of the subject land because of the likelihood of land slip. Geotechnical investigations may be required prior to development of some sites, depending upon the characteristics of the site and the nature of development proposed.

Bushfire:

The Council has adopted a policy to restrict development of the subject land because of the likelihood of bushfire hazard (see Item 11 below).

Tidal Inundation:

Council has no records that indicate that the land is affected by tidal inundation. Accordingly, the Council has not adopted a policy to restrict development of the land in respect of tidal inundation.

Subsidence:

Council records do not indicate that the land is affected by subsidence. Accordingly, the Council has not adopted a policy to restrict development of the land in respect to subsidence.

Acid Sulfate Soils:

The subject land is identified as Class 4 on Councils "Acid Sulfate Soil Planning Map" under the relevant Tweed Local Environmental Plan.

Any Other Risk:

Council has adopted a policy to restrict development of the subject land due to the following other identified risk:

- **Cattle Tick Dip Sites:**

Council records do not indicate that the land is or has been used as a Cattle Tick Dip Site.

- **Contamination:**

Council has not by resolution, adopted a policy which may restrict development of the subject land in respect of potential contamination of that land.

Due to the historical nature of land uses in the Tweed Shire, there is a possibility that land previously used for such purposes as agriculture, industrial, residential, commercial or similar uses would contain contamination. Enquiries should be made at the Council for any information held in their files and enquiries should also be made with all other relevant authorities. Tweed Shire Council has not yet prepared any detailed information as to whether this land is contaminated land.

- **Coastal Hazards:**

This land has been identified in the Tweed Development Control Plan Section B-25 - Coastal Hazards as having a future exposure to coastal erosion hazard. The Tweed Development Control Plan Section B-25 - Coastal Hazards is based on the Tweed Shire Coastal Hazards Assessment 2013 study adopted by Council 20 February 2014 and reflects information available at the time. Contact council for more information.

ITEM 7A

Flood related development controls information

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

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

(3) *In this clause –*
flood planning area *has the same meaning as in the Floodplain Development Manual.*
Floodplain Development Manual *means the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.*
probable maximum flood *has the same meaning as in the Floodplain Development Manual*

Item 7A(1-3)

- (1) The subject land is not affected by any flooding under Council's Development Control Plan A3 – Development of Flood Liable Land.

Floodplain Risk Management Study

Council has adopted the Tweed Valley Floodplain Risk Management Study (and Draft Plan) 2005 - Part 2 Planning Controls for High Flow Areas dated August 2006. The subject land is not affected by this Policy.

- (2) The land or part of the land is not affected by the probable maximum flood.

ITEM 8

Land Reserved for Acquisition:

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

The subject land is not identified as being subject to acquisition by a public authority (as referred to in section 27 of the EP&A Act 1979) under the provisions of any environmental planning instrument deemed or draft environmental planning instrument.

ITEM 9

Contributions Plans:

The name of each contributions plan applying to the land.

The following contributions plan(s) apply (or may apply depending upon proposed future development) to the subject land:

Section 94 Plan No 4 - Tweed Road Contribution Plan

Section 94 Plan No 11 - Tweed Shire Library Facilities

Section 94 Plan No 12 - Bus Shelters

Section 94 Plan No 13 - Eviron Cemetery

Section 94 Plan No 18 - Council Administration Offices and Technical Support Facilities

Section 94 Plan No 19 - Casuarina Beach/Kings Forest

Section 94 Plan No 22 - Cycleways

Section 94 Plan No 26 - Shirewide/Regional Open Space

ITEM 9A

Biodiversity Certified Land:

If the land is biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016, a statement to that effect.

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

Council has not received any biodiversity certifications.

ITEM 10

Biodiversity Stewardship Sites:

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage).

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

Council has not been notified of the existence of any biodiversity stewardship agreements by the Chief Executive of the Office of Environment and Heritage.

ITEM 10A

Native Vegetation Clearing Set Asides

If the land contains a set aside area under section 60ZC of the Local Land Services Act 2013, a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section).

Council has not been notified of the existence of a set aside area.

ITEM 11

Bush Fire Prone Land

If any of the land is bush fire prone land (as defined in the Act), a statement that all or, as the case may be, some of the land is bush fire prone land.

If none of the land is bush fire prone land, a statement to that effect.

The subject land is identified as bush fire prone land in accordance with the Bush Fire Prone Land map certified in accordance with Section 146(2) of the Environmental Planning and Assessment Act 1979, as amended.

ITEM 12

Property Vegetation Plans

If the land is land to which a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 (and that continues in force) applies, a statement to that effect (but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act).

The subject land is not affected by a Property Vegetation Plan under the Native Vegetation Act 2003.

ITEM 13

Orders under Trees (Disputes between Neighbours) Act 2006

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

Council has not been notified of any Order made under the Trees (Disputes between Neighbours) Act 2006 to carry out work in relation to a tree on the land.

ITEM 14

Directions under Part 3A

If there is a direction by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect, a statement to that effect identifying the provision that does not have effect.

There are no Directions under Part 3A affecting this land.

ITEM 15

Site compatibility certificates and conditions for seniors housing

If the land is land to which State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 applies:

- (a) *a statement of whether there is a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:*
 - (i) *the period for which the certificate is current, and*
 - (ii) *that a copy may be obtained from the head office of the Department, and*
- (b) *a statement setting out any terms of a kind referred to in clause 18 (2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.*

There are no site compatibility certificates and conditions affecting seniors housing on the land.

ITEM 16

Site compatibility certificates for infrastructure, schools or TAFE establishments

A statement of whether there is a valid site compatibility certificate (infrastructure), or site compatibility certificate (schools or TAFE establishments), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:

- (a) *the period for which the certificate is valid, and*
- (b) *that a copy may be obtained from the head office of the Department*

There are no site compatibility certificates for infrastructure on the land.

ITEM 17

Site compatibility certificates and conditions for affordable rental housing

- (1) *A statement of whether there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:*
 - (a) *the period for which the certificate is current, and*
 - (b) *that a copy may be obtained from the head office of the Department.*
- (2) *A statement setting out any terms of a kind referred to in clause 17 (1) or 38 (1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 that have been imposed as a condition of consent to a development application in respect of the land.*

There are no site compatibility certificates and conditions for affordable rental housing on the land.

ITEM 18

Paper subdivision information

- (1) *The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.*
- (2) *The date of any subdivision order that applies to the land.*
- (3) *Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.*

There is no paper subdivision information relating to this land.

ITEM 19

Site verification certificates

A statement of whether there is a current site verification certificate, of which the council is aware, in respect of the land, if there is a certificate, the statement is to include:

- (a) *the matter certified by the certificate, and*
Note. *A site verification certificate sets out the Secretary's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land - see Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.*
- (b) *the date on which the certificate ceases to be current (if any), and*
- (c) *that a copy may be obtained from the head office of the Department.*

There are no site verification certificates relating to this land.

ITEM 20

Loose-fill asbestos insulation

If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act 1989) that are listed on the register that is required to be maintained under that Division, a statement to that effect.

The land is not affected or listed on the register.

ITEM 21

Affected building notices and building product rectification orders

- (1) *A statement of whether there is any affected building notice of which the council is aware that is in force in respect of the land.*
- (2) *A statement of:*
 - (a) *whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and*
 - (b) *whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.*
- (3) *In this clause:*

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

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

The land is not affected by any building notice.

Prescribed matters in accordance with the Contaminated Land Management Act 1997

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

- (a) *that the land to which the certificate relates is significantly contaminated land within the meaning of that Act – if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,*
- (b) *that the land to which the certificate relates is subject to a management order within the meaning of that Act – if it is subject to such an order at the date when the certificate is issued,*
- (c) *that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act – if it is the subject of such an approved proposal at the date when the certificate is issued,*
- (d) *that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act – if it is subject to such an order at the date when the certificate is issued,*
- (e) *that the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act – if a copy of such a statement has been provided at any time to the local authority issuing the certificate.*

(a) Significantly Contaminated Land

As at the date of this certificate, Council has not been notified by the Environment Protection Authority (EPA) that the land is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997.

(b) Management Order

As at the date of this certificate, Council has not been notified by the Environment Protection Authority (EPA) that the land is the subject of a management order within the meaning of the Contaminated Land Management Act 1997.

(c) Approved Voluntary Management Proposal

As at the date of this certificate, Council has not been notified by the Environment Protection Authority (EPA) that the land is the subject of an approved voluntary management proposal within the meaning of the Contaminated Land Management Act 1997.

(d) Ongoing Maintenance Order

As at the date of this certificate, Council has not been notified by the Environment Protection Authority (EPA) that the land is the subject of an ongoing maintenance order within the meaning of the Contaminated Land Management Act 1997.

(e) Site Audit Statement

As at the date of this certificate, Council has not been notified that the land is the subject of a site audit statement within the meaning of Part 4 of the Contaminated Land Management Act 1997. Council has not been notified/provided with a copy of any site audit statement pertaining to the subject land.

NOTE: *The information contained in this certificate needs to be read in conjunction with the provisions of the Environmental Planning and Assessment Act 1979 and Environmental Planning and Assessment Regulation 2000.*

Information provided under Section 10.7(2) is in accordance with the matters prescribed under Schedule 4 of the Environmental Planning and Assessment Regulation 2000.

When information pursuant to Section 10.7(5) is requested, the Council is under no obligation to furnish any particular information pursuant to that Section. The absence of any reference to any matters affecting the land shall not imply that the land is not affected by any matter not referred to in this Certificate.

In addition to the above information you may wish to obtain advice on additional matters affecting the site. A certificate under Section 10.7(5) of the Environmental Planning and Assessment Act 1979 would provide advice on the following additional matters:

- *Development Approval/s issued within the last five years;*
- *Draft Environmental Planning Instruments;*
- *Tree Preservation Orders;*
- *Further Information Regarding Contamination;*
- *Height under Tweed Local Environmental Plan 2000; Tweed City Centre Local Environmental Plan 2012 and Tweed Local Environmental Plan 2014*
- *Aircraft Noise;*
- *Future Road Corridor;*
- *Future Road Widening; and*
- *Farmland Protection*

Council draws your attention to Section 10.7(6) which states that a Council shall not incur any liability in respect of any advice provided in good faith pursuant to subsection (5).

Please contact the Development Assessment Unit for further information about any instruments or affectations referred to in the Certificate.



TROY GREEN
GENERAL MANAGER

Per

Council Reference: DD21/2098
Your Reference:
eCustomer Reference: 215404



Customer Service | 1300 292 872 | (02) 6670 2400

8 October 2021

InfoTrack
GPO Box 4029
SYDNEY NSW 2000

tsc@tweed.nsw.gov.au
www.tweed.nsw.gov.au



PO Box 816
Murwillumbah NSW 2484

Please address all communications
to the General Manager

ABN: 90 178 732 496

Dear Sir/Madam

Sewer Diagram
Lot 67 DP 1208915; No. 20 Echo Lane CASUARINA

Please find enclosed a drainage diagram showing the location of sewer mains in relation to the abovementioned property.

NOTE: Council's policy "Work in Proximity to Sewers" precludes the construction of enclosed buildings, inground swimming pools, major retaining walls, etc. directly over public sewers.

Minor variations to this blanket exclusion will be permitted as specifically referenced in the Policy document. You should refer to the policy for further details.

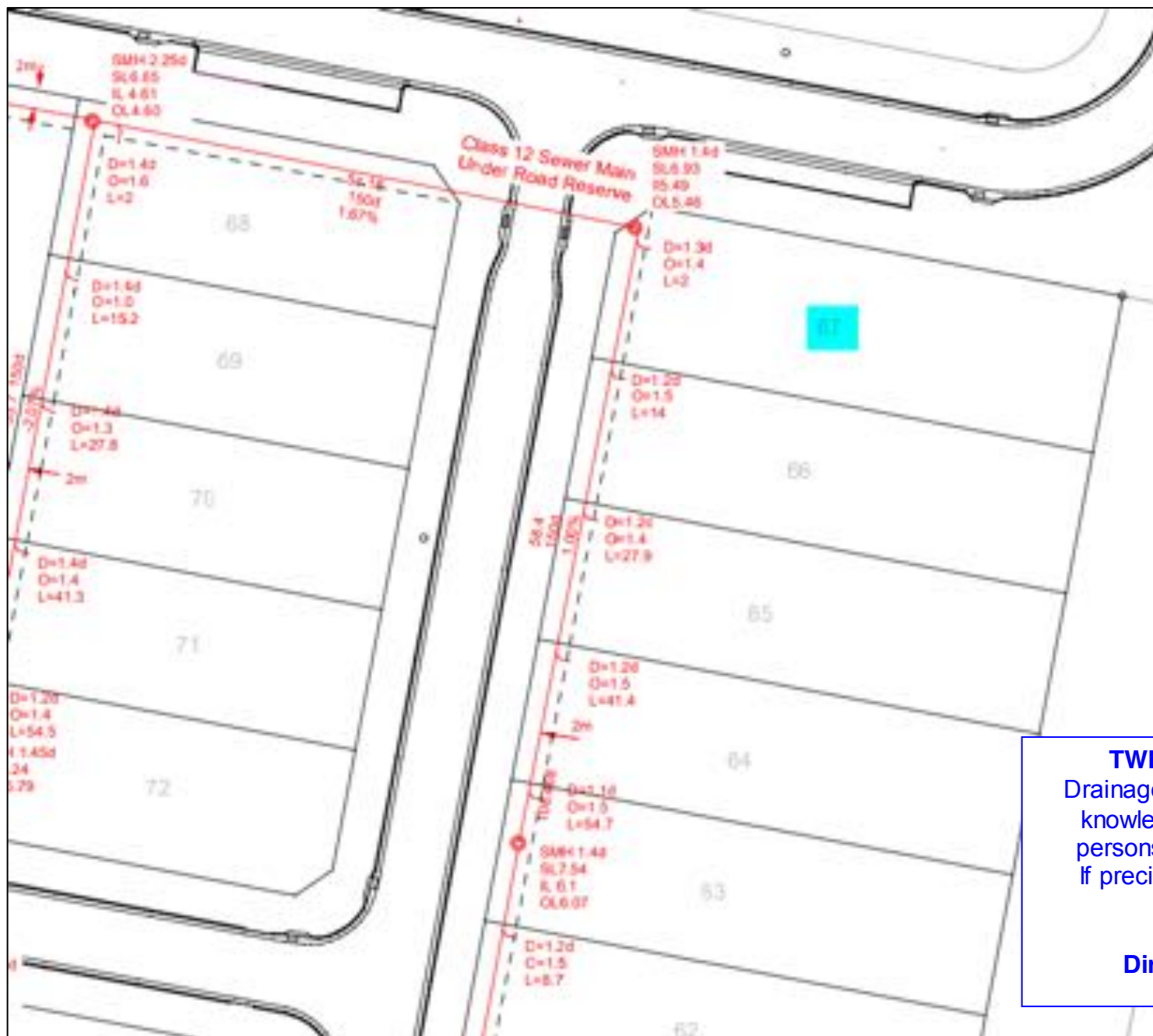
For further information regarding this matter please contact Council's Building and Environmental Health Unit.

Yours faithfully

A handwritten signature in black ink, appearing to read "D. Galle".

Denise Galle
MANAGER BUILDING AND ENVIRONMENTAL HEALTH

Enclosure



TWEED SHIRE COUNCIL WARNING

Drainage information is to the best of Council's knowledge and supplied for the guidance of persons collecting property or planning data. If preciseness of location is critical, a private survey should be arranged.

VINCENT CONNELL

Director Planning and Regulation

Sewer Network Report

Lot & DP: 67/1208915

Land No: 82356

Owners: Mrs Joni M Townsend-Tarantini



Sewer Node

- ⊕ Air Vac Release
- ⊖ Bypass Kit
- ⊖ Boundary Kit
- | End Cap
- ⊖ Flushing Point
- ▶ Open Valve
- ⊖ Public Manhole
- ⊖ Private Property Pump
- ⊖ Public Property Pump
- ⊖ Pump Station Public
- ⊖ Pump Station Private
- ⊖ SRM Manhole
- ⊖ Metering Point
- ⊖ Emergency Storage Tanks
- ⊖ Rodding Eye
- ⊖ Scour Valve
- ⊖ Lamp Hole
- ⊖ Vacuum Chamber
- ⊖ Vent Stack
- ▲ Reducer
- Sewer Vacuum Mains
- Pipe Diameter 0 - 100mm
- Pipe Diameter 110 - 160mm
- Sewer Rising Mains Location
- Sewer Gravity Mains Location
- 0 - 200
- 225 - 600
- 700 - 900
- Sewer Service Connection
- ⊖ Sewer OGP
- ⊖ Sewer Basin

Civil and Cultural Centre
3 Turnbull Road
(PO Box 516)
Murrellbump NSW 2454

T | (02) 6670 3400 | 1300 292 872 F | (02) 6670 3429
W | www.barrd.nsw.gov.au

1:1,000
40 Metres

Oct 7, 2021, 1:32 PM



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