

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	LS Properties 745 Casuarina Way, Casuarina NSW 2487 Email: brent@lsproperties.com.au	Phone: 0408 337 122
co-agent		
vendor		
vendor's solicitor		

date for completion **42nd day after the date of this contract** (clause 15)

land (address, plan details and title reference) **1 Penda Court, Bogangar NSW 2488**
Lot 323 in Deposited Plan 854383
Folio Identifier 323/854383

VACANT POSSESSION subject to existing tenancies

improvements HOUSE garage carport home unit carspace storage space
 none other:

attached copies documents in the List of Documents as marked or as numbered:
 other documents:

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

inclusions	<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 type="checkbox"/> range hood	<input type="checkbox"/> pool equipment
	<input checked="" type="checkbox"/> clothes line	<input checked="" type="checkbox"/> insect screens	<input type="checkbox"/> solar panels	<input checked="" type="checkbox"/> TV antenna
	<input type="checkbox"/> curtains	<input checked="" type="checkbox"/> other: solar HWS		

exclusions

purchaser
 purchaser's solicitor

price \$ _____
 deposit \$ _____ (10% of the price, unless otherwise stated)
 balance \$ _____
 contract date _____ (if not stated, the date this contract was made)

buyer's agent

vendor

GST AMOUNT (optional)
 The price includes
 GST of: \$ _____

witness

purchaser

JOINT TENANTS

tenants in common

in unequal shares

witness

Choices

Vendor agrees to accept a **deposit-bond** (clause 3) NO yes

Nominated Electronic Lodgement Network (ELN) (clause 30):
Electronic transaction (clause 30)

no YES

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

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

Land tax is adjustable

NO yes

GST: Taxable supply

NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply

NO yes

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

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

Purchaser must make an **GSTRW payment** (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 (residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

List of Documents

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

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

<p>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</p>	<p>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</p>
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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 served by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

Normally, the purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* 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 *servicing* 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 *servicing* 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 *servicing* 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 *servicing* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

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

25 Qualified title, limited title and old system title

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

- 25.7.1 normally, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.
- 29 Conditional contract**
- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* *serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* *serves* notice of the refusal; and

- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* serving notice of the event happening;
 - every *party* who has the benefit of the provision serving notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Electronic transaction**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* serves a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
 - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
 - 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
 - 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion;
 - 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
 - 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least *2 business days* before the date for completion.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
 - 30.10.2 all certifications required by the *ECNL* are properly given; and
 - 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
 - 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
 - 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
 - 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
 - 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- | | |
|------------------------------|---|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>effective date</i> | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date; |
| <i>electronic document</i> | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ; |
| <i>electronic transfer</i> | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ; |

<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 *serve* evidence of receipt of payment of the *FRCGW remittance*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

32 Residential off the plan contract

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

SPECIAL CONDITIONS

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

BETWEEN

BART STEFAN PIESTRZYNSKI AND ALEXANDRA MAIDEN

(VENDOR)

And

(PURCHASER)

1. Notice to Complete

In addition to the rights set out in Special Condition 5, the parties acknowledge and agree that fourteen (14) days will be accepted by them as a reasonable and proper period to specify in any notice to complete which either of them may become entitled to serve pursuant to this agreement. Should the vendor be caused to issue such notice to the purchaser, the purchaser shall pay to the vendor on completion, an adjustment in the sum of \$330.00 representing agreed expenses incurred by the vendor for the drafting, engrossing and serving of a Notice to Complete upon the purchaser.

2. Agent

a) The purchaser warrants that the purchaser was not introduced to the vendor or the property by or through the medium of: a real estate agent, an employee of the real estate agent, or a person having a connection with a real estate agent, other than the agent, if any, named such in this contract.

b) The purchaser must at all times indemnify the vendor against any claim for commission made by any person other than the vendor's agent, arising out of a breach of the warranty in special condition 2 a) and all actions, proceedings and expenses arising out of any such claim including any legal fees and disbursements.

This clause shall not merge on completion.

3. Purchaser Acknowledgements

The purchaser acknowledges that:

- a) It accepts the property, including the improvements, fixtures and inclusion in their current condition and state of repair, and subject to all defects (if any) whether latent or patent;
- b) The purchaser shall not be entitled to make any requisition, objection or claim for compensation, nor delay settlement or require the vendor to do anything arising out of the condition of the property or improvements thereon or out of any deterioration which may occur between the date hereof and completion;
- c) The purchaser further acknowledges that he has not been induced to enter into this Contract by any statement, warranty or representation given by the vendor nor on the vendor's behalf other than the warranties specifically referred to in the Contract.

4. Death or incapacity

Notwithstanding any rule of law or equity to the contrary, should either party, or if more than one any one of them prior to completion:

- a) die or become mentally ill, as defined in the *Mental Health Act 2007*, then either party may rescind this agreement by written notice and this Contract will be at an end and the provisions of Clause 19 shall apply:
- b) become bankrupt, or being a company have a summon or application for its winding up presented or have a liquidator, receiver or voluntary administrator of it appointed, or enter into a deed of company arrangement or scheme of company arrangement or scheme of arrangement with its creditors, then that party will be deemed to be in default under this Contract.

5. Late Completion

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

6. Settlement Adjustments

- a) The parties agree that the necessary adjustments will be made on settlement in accordance with the contract
- b) In the event, an adjustment that should have been made on settlement, was overlooked or made in error, then the parties agree that such adjustment shall be rectified.
- c) This clause shall NOT merge on completion.

7. Electronic Communication

- a) This contract may be signed in any number of counterparts with the same effect as if the signatures of each counterpart were on the same instrument.
Execution by either or both of the parties to the Contract of a facsimile or email copy of this Contract and transmission by facsimile or email of a copy of the Contract executed by that party or their representative to the other party or the other party's representative shall constitute a valid and binding execution of this Contract by such party or parties.
- b) For the purpose of the Electronic Transactions Act 1999 (Cth) and Electronic Transactions Act 2000 (NSW) each of the parties consents to receiving and sending the Contract electronically and the receipt by each party of the electronic form of Contract shall be sufficient for the completion of exchange of Contracts. No party shall be required to forward a wet-ink signed copy (if any) nor delay settlement or terminate for lack of same.

8. Claims by Purchaser

- a) Clause 7.1.1 delete 5% of the price and replace with \$500.00.
- b) Notwithstanding Clauses 6 and 7, the parties agree that any claim for compensation and/or objection by the Purchaser shall be deemed to be a requisition for the purpose of Clause 8 and the vendor shall be entitled to rescind the contract.



FOLIO: 323/854383

SEARCH DATE	TIME	EDITION NO	DATE
25/1/2022	11:35 AM	6	18/12/2020

LAND

LOT 323 IN DEPOSITED PLAN 854383
AT BOGANGAR
LOCAL GOVERNMENT AREA TWEED
PARISH OF CUDGEN COUNTY OF ROUS
TITLE DIAGRAM DP854383

FIRST SCHEDULE

BART STEFAN PIESTRZYNSKI
ALEXANDRA MAIDEN
AS JOINT TENANTS (T AQ668314)

SECOND SCHEDULE (7 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 DP830352 EASEMENT TO DRAIN WATER 2.5 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 3 DP823633 EASEMENT TO DRAIN WATER APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 DP854383 EASEMENT TO DRAIN SEWAGE 3 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP854383 EASEMENT TO DRAIN SEWAGE 3.5 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 6 DP854383 RESTRICTION(S) ON THE USE OF LAND
- 7 AQ668315 MORTGAGE TO HERITAGE BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PRINTED ON 25/1/2022

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

PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DP 854383

3-11-1995

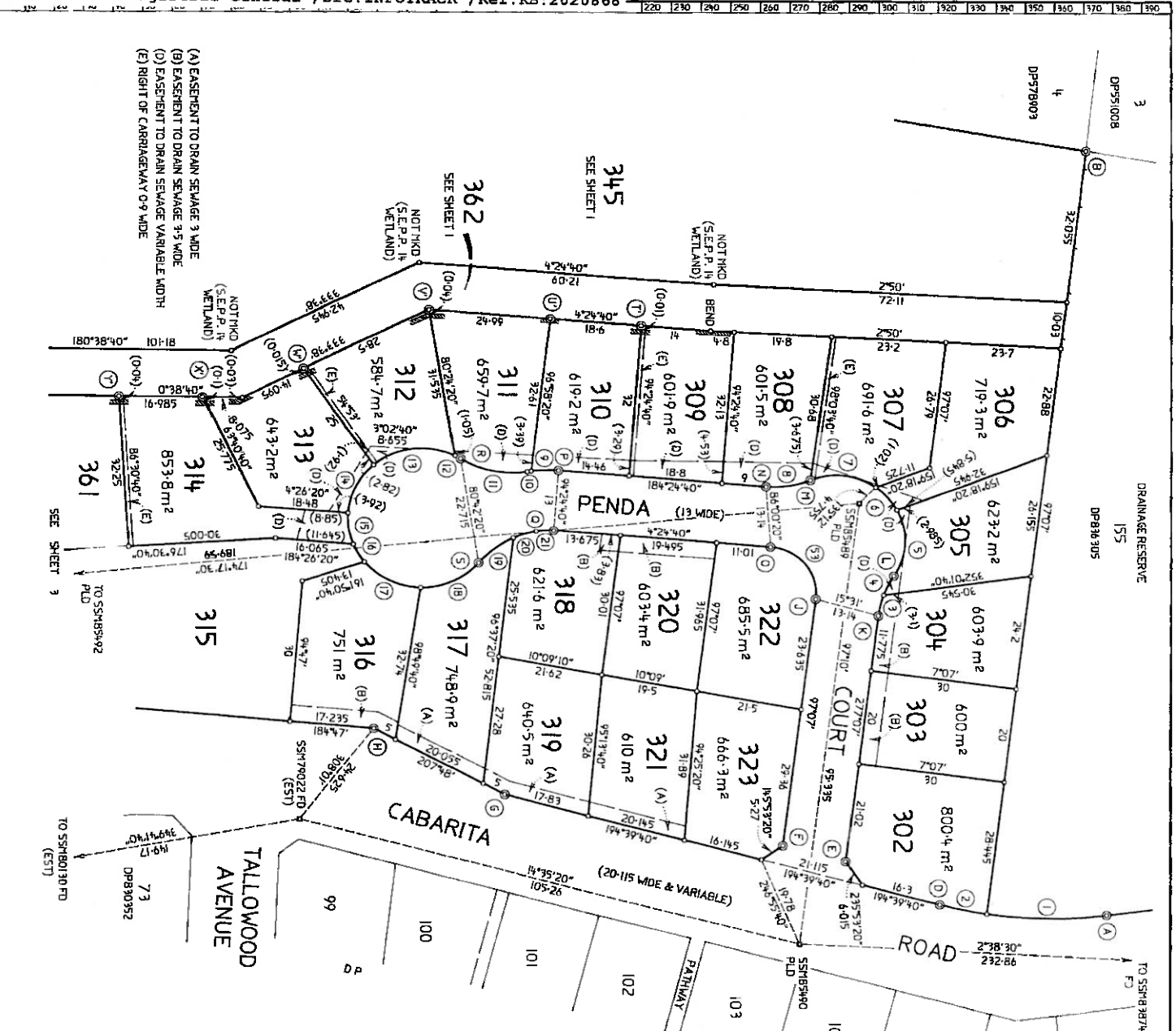
Registered
17/9/95

This is sheet 2 of my plan in 4 sheets dated 17/9/95

Surveyor registered under Surveyors Act 1992

Council Clerk

For use when areas in brackets in grey print on Plan Form 2



CURVED BOUNDARIES

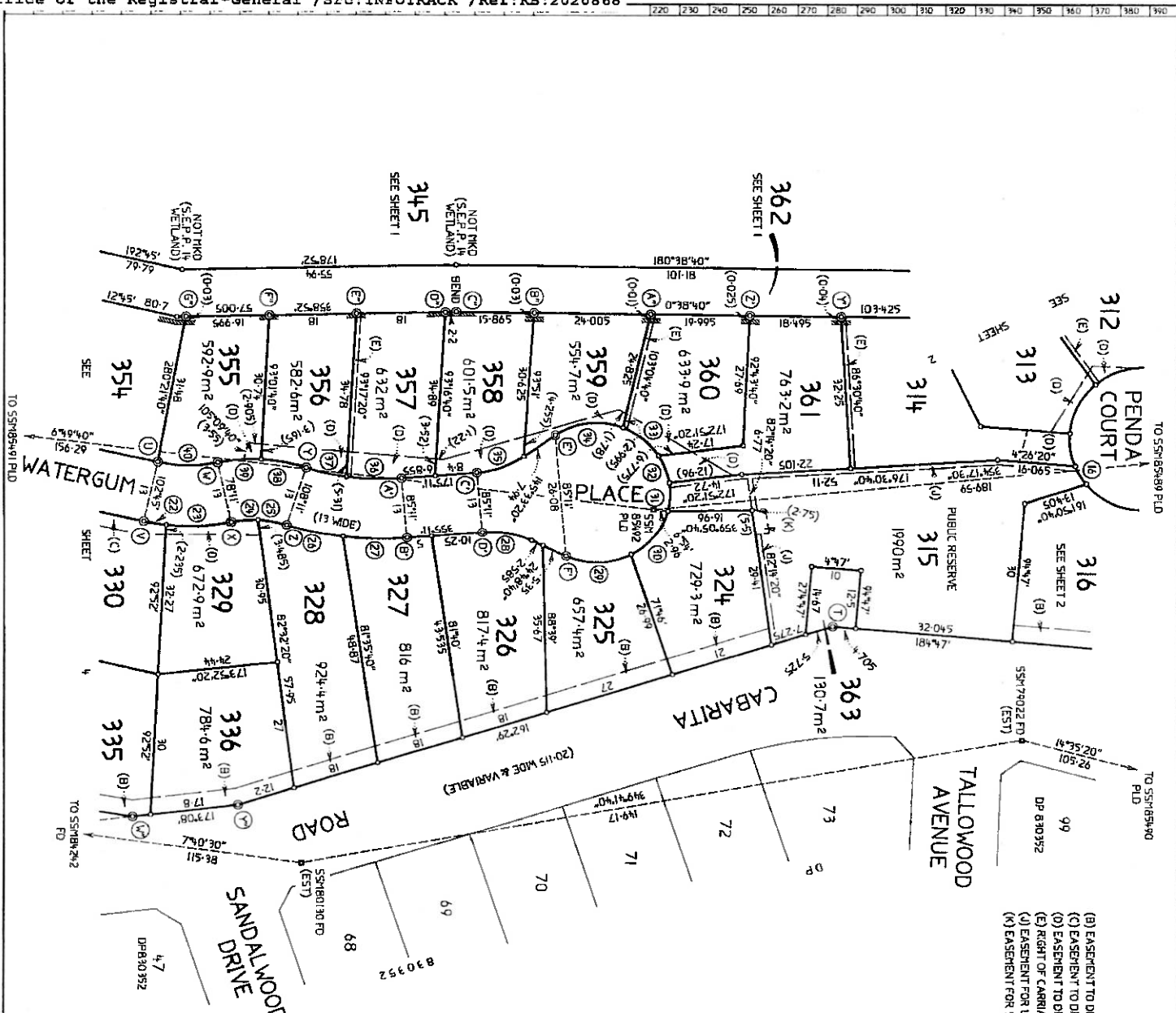
LINE NO.	BEARING	DIST.	RADIUS	ARC LENGTH
1	180°25'00"	24.8	88.982	24.88
2	191°40'20"	9.705	89.942	9.91
3	203°34'20"	4.5	20	4.51
4	226°41'20"	4.635	14	4.645
5	272°20'40"	14.42	14	14.445
6	228°03'20"	6.44	14	6.445
7	186°28'20"	19.27	14	19.825
8	181°17'40"	9.075	14	9.195
9	178°32'	5.63	27.5	5.64
10	171°43'	0.905	0.905	0.905
11	191°08'	13.915	27.5	14.215
12	208°58'40"	1.315	15	1.32
13	173°00'40"	16.535	15	17.515
14	117°0'	11.51	15	11.815
15	81°00'40"	6.97	15	7.03
16	25°44'20"	4.415	15	4.43
17	335°22'20"	12.845	15	13.045
18	322°46'40"	8.9	15	8.975
19	342°52'40"	5.045	15	5.06
20	342°52'40"	3.405	15	3.415
21	357°16'	3.405	15	3.415
22	97°45'15"	4.62	10	4.62
23	50°45'40"	14.47	10	14.18

REFERENCE MARKS

CON	BEARING	DISTANCE	FROM
A	261°23'	1.475	R11 DH & W IN KB FD
B	276°47'	1.22	(DP834305) R11 GIP FD
D	292°17'	4.78	R11 DH & W IN KB FD
E	356°	3.30	(DP834305) R11 DH & W IN KB
F	218°03'	3.535	R11 DH & W IN KB
G	283°35'	4.455	R11 DH & W IN KB
H	288°27'40"	11.28	R11 DH & W IN KB
I	185°16'	3.38	R11 DH & W IN KB
J	6°37'40"	3.365	R11 DH & W IN KB
K	21°28'	4.38	R11 DH & W IN KB
L	260°30'	4.465	R11 DH & W IN KB
M	273°35'	3.415	R11 DH & W IN KB
N	123°15'	3.415	R11 DH & W IN KB
O	227°24'	3.42	R11 DH & W IN KB
P	94°3'	3.41	R11 DH & W IN KB
Q	285°30'	3.49	R11 DH & W IN KB
R	60°30'	3.49	R11 DH & W IN KB
S	274°25'	0.99	R11 NAIL IN CONC
T	274°58'	0.99	R11 NAIL IN CONC
U	260°34'	0.1	R11 NAIL IN CONC
V	234°53'	0.19	R11 NAIL IN CONC
W	263°34'	0.175	R11 NAIL IN CONC
X	264°31'	0.175	R11 NAIL IN CONC
Y			

Plan Drawing only to appear in this space

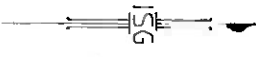
Reduction Ratio: 600



CR	BEARING	DISTANCE	FROM
T	255°30'40"	7.835	RM DH & W IN KB
U	281°24'	3.38	RM DH & W IN KB
V	101°17'	3.37	RM DH & W IN KB
W	263°59'	3.39	RM DH & W IN KB
X	282°20'	3.41	RM DH & W IN KB
Y	103°24'	3.32	RM DH & W IN KB
Z	270°59'	3.41	RM DH & W IN KB
A	281°17'	3.42	RM DH & W IN KB
B	287°10'	3.43	RM DH & W IN KB
C	286°29'	2.98	RM DH & W IN KB
D	108°46'	2.99	RM DH & W IN KB
E	272°24'	0.155	RM NAIL IN CONC
F	277°51'	0.19	RM NAIL IN CONC
G	263°10'	0.03	RM NAIL IN CONC
H	273°17'	0.035	RM NAIL IN CONC
I	273°02'	0.16	RM DH IN CONC
J	280°22'	4.49	RM DH & W IN KB
K	283°05'	4.24	RM DH & W IN KB
L	252°25'		

LINE NUM	BEARING	DIST	RADIUS	LENGTH	ARC
16	59°07'	4.415	15	4.43	
22	5°30'20"	4.62	4.65	19.24	
23	357°17'20"	1.165	1.165	5.935	
24	355°22'20"	5.52	22.065	5.935	
25	10°21'40"	6	22.065	6.02	
26	12°41'	11.495	6.02	11.955	
27	11°1'	13.02	6.227	13.045	
28	4°59'40"	10.225	20	10.34	
29	358°30'20"	13.295	15	13.295	
30	308°15'20"	12.175	15	12.54	
31	272°46'20"	6.085	15	13.775	
32	24°40'	9.265	15	6.225	
33	173°21'20"	1.39	15	14.595	
34	160°22'	10.225	20	10.34	
35	161°40'	11.175	49.27	8.58	
36	131°11'20"	8.57	49.27	11.2	
37	190°27'	9.435	35.045	9.465	
38	175°27'	8.87	35.045	8.895	
39	180°28'	12.19	28.65	12.285	
40					

- (B) EASEMENT TO DRAIN SEWAGE 3.75 MIDE
- (C) EASEMENT TO DRAIN SEWAGE 3 MIDE & VARIABLE WIDTH
- (D) EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH
- (E) RIGHT OF CARRIAGEWAY 0.9 MIDE
- (F) EASEMENT FOR UNDERGROUND POWER RETICULATION 1 MIDE
- (G) EASEMENT FOR SUBSTATION SITE 2.75 MIDE



REFERENCE MARKS

DP 854383

Registered 3-11-1995

This is sheet 3 of my plan in 4 sheets dated 17/9/95

[Signature]
Surveyor registered under Surveyors Act 1920

This is sheet 3 of this plan of 4 sheets covered by my Certificate No. 218 of 1445

[Signature]
Cadastral Clerk

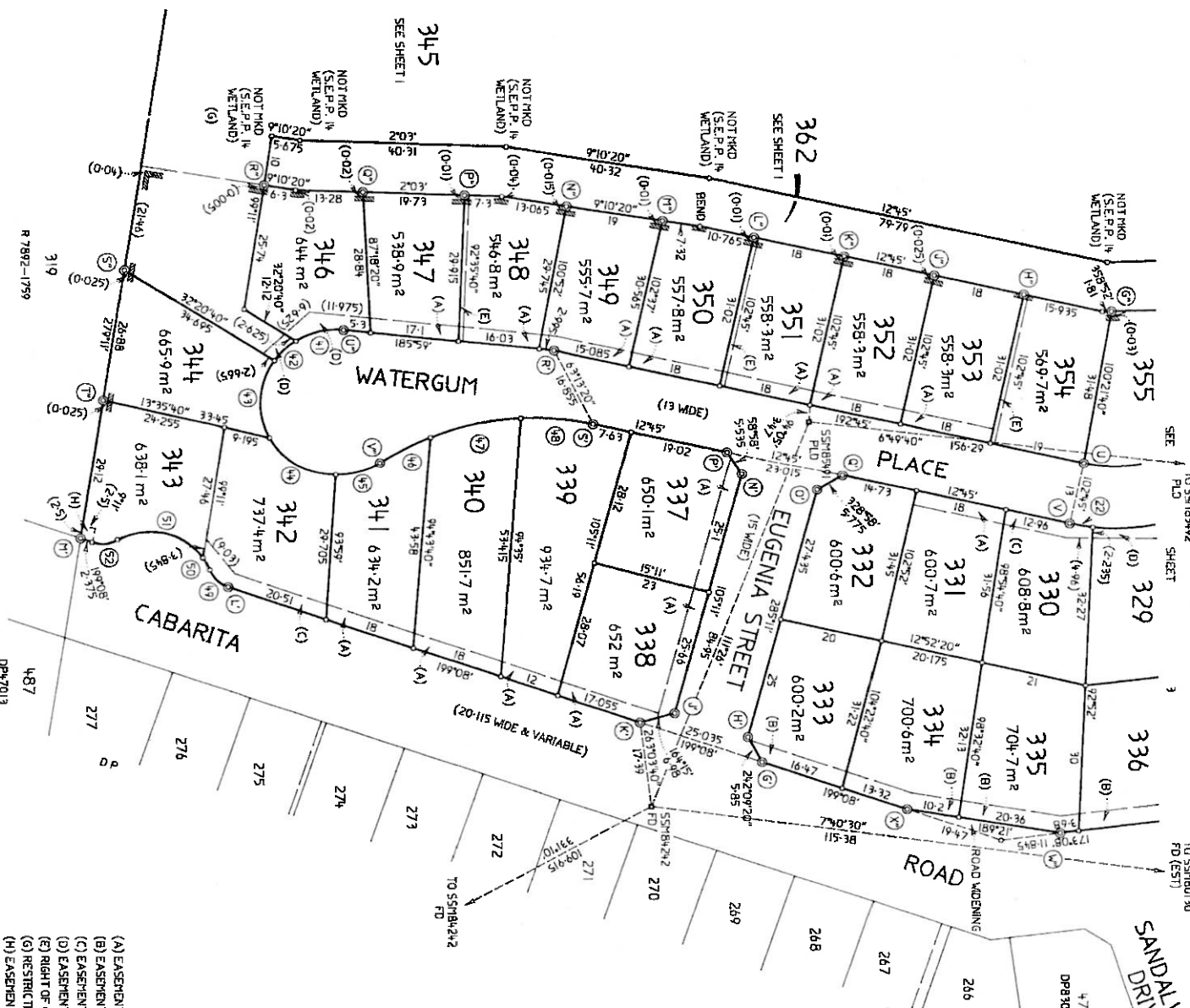
For use where space is insufficient in any panel on Plan Form 2

Reduction Ratio: 400

Scale: 1:400

Plan Drawing only to appear in this space

Scale: 1:400



- (A) EASEMENT TO DRAIN SEWAGE 3.0 WIDE.
- (B) EASEMENT TO DRAIN SEWAGE 3.5 WIDE.
- (C) EASEMENT TO DRAIN SEWAGE 3.0 WIDE VARIABLE WIDTH.
- (D) EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH.
- (E) RIGHT OF CARRIAGEWAY 0.9 WIDE.
- (G) RESTRICTION(S) ON USE.
- (H) EASEMENT FOR SWITCHING STATION 2.5 WIDE.

LINE	BEARING	DISTANCE	FROM
U	281°24'	3.38	RM DH & WIN KB
V	101°37'	3.37	RM DH & WIN KB
G	284°40'	4.45	RM DH & WIN KB
H	68°41'	4.765	RM DH & WIN KB
J	150°27'	28.116	RM DH & WIN KB FD
K	281°16'	4.88	RM DH & WIN KB FD
L	283°59'	4.88	RM DH & WIN KB FD
M	191°37'	10.71	RM DH & WIN KB FD
N	180°59'	2.825	RM DH & WIN KB
O	281°26'	2.885	RM DH & WIN KB
P	125°40'	3.07	RM DH & WIN KB
Q	93°59'	3.175	RM DH & WIN KB
R	278°12'	3.58	RM DH & WIN KB
S	104°29'	3.39	RM DH & WIN KB
T	280°22'	0.16	RM DH & WIN KB
H	282°45'	0.02	RM DH & WIN KB
J	282°45'	0.02	RM DH & WIN KB
K	282°45'	0.02	RM DH & WIN KB
L	282°45'	0.02	RM DH & WIN KB
M	282°45'	0.02	RM DH & WIN KB
N	282°45'	0.02	RM DH & WIN KB
O	282°45'	0.02	RM DH & WIN KB
P	282°45'	0.02	RM DH & WIN KB
Q	282°45'	0.02	RM DH & WIN KB
R	282°45'	0.02	RM DH & WIN KB
S	282°45'	0.02	RM DH & WIN KB
T	282°45'	0.02	RM DH & WIN KB
U	282°45'	0.02	RM DH & WIN KB
V	282°45'	0.02	RM DH & WIN KB
W	282°45'	0.02	RM DH & WIN KB
X	282°45'	0.02	RM DH & WIN KB

LINE	CHORD	BEARING	DIST.	RADIUS	ARC LENGTH
22	4.62	9°34'20"	4.62	4.62	0.865
41	9.49	167°08'20"	9.49	9.49	5.875
42	15.87	137°05'	15.87	15.87	16.725
43	15.27	312°32'00"	15.27	15.27	16.02
44	9.03	312°32'00"	9.03	9.03	9.175
45	11.215	331°46'20"	11.215	11.215	18.2
46	18.11	347°32'	18.11	18.11	27.8
47	18.4	501°	18.4	18.4	29.445
48	5.005	223°47'20"	5.005	5.005	5.145
49	2.775	342°05'	2.775	2.775	2.778
50	12.5	102°46'	12.5	12.5	18.78
51	17.035	174°29'40"	17.035	17.035	27.8
52	5.005	174°29'40"	5.005	5.005	5.145

CURVED BOUNDARIES

For use where space is insufficient in any part on Plan Form 2.

Registered **DP 854383** 3-11-1995

This is sheet 4 of the plan of 4 sheets covered by my certificate No. 218 of 1995.

Surveyor registered under Surveyors Act 1928.

Signature: *[Handwritten Signature]*

Concave Clerk: *[Handwritten Signature]*

Plan Drawing only to appear in this space

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

(Sheet 1 of 13 sheets)

Lengths are in metres

Plan: **DP 854383** of subdivision covered by Council's Certificate No. 218 of 1995

PART 1

FULL NAME AND ADDRESS OF PROPRIETOR OF THE LAND: **ARDEL LIMITED** ACN 000 271 992 a company duly incorporated and having its registered office at 100 Miller Street, North Sydney in the State of New South Wales.

1. IDENTITY OF EASEMENT OR RESTRICTION FIRSTLY REFERRED TO IN THE ABOVEMENTIONED PLAN: Easement to drain sewage 3 wide

SCHEDULE OF LOTS, ETC AFFECTED

<u>Lots burdened</u>	<u>Lots, etc benefited</u>
317	319, 321, 323 and Tweed Shire Council
319	321, 323 and Tweed Shire Council
321	323 and Tweed Shire Council
331	332 and Tweed Shire Council
337	344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354 and Tweed Shire Council
338	337, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354 and Tweed Shire Council
339	340, 341, 342, 343 and Tweed Shire Council
340	341, 342, 343 and Tweed Shire Council
341	342, 343 and Tweed Shire Council
347	344, 345, 346 and Tweed Shire Council



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GENERAL MANAGER

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

(Sheet 2 of 13 sheets)

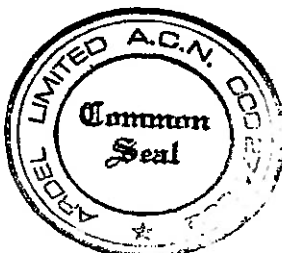
Plan: **DP 854383** of subdivision covered by Council's Certificate No. 218 of 1995

348	344, 345, 346, 347 and Tweed Shire Council
349	344, 345, 346, 347, 348 and Tweed Shire Council
350	344, 345, 346, 347, 348, 349 and Tweed Shire Council
351	344, 345, 346, 347, 348, 349, 350, 352, 353, 354 and Tweed Shire Council
352	353, 354 and Tweed Shire Council
353	354 and Tweed Shire Council

2. IDENTITY OF EASEMENT OR RESTRICTION SECONDLY REFERRED TO IN THE ABOVEMENTIONED PLAN: Easement to drain sewage 3.5 wide

SCHEDULE OF LOTS, ETC AFFECTED

<u>Lots burdened</u>	<u>Lots, etc benefited</u>
303	302 and Tweed Shire Council
304	302, 303 and Tweed Shire Council
316	317, 319, 321, 323 and Tweed Shire Council
318	320, 322 and Tweed Shire Council
320	322 and Tweed Shire Council
324	325, 326, 327, 328, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354 and Tweed Shire Council
325	326, 327, 328, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354 and Tweed Shire Council



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GENERAL MANAGER

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

(Sheet 3 of 13 sheets)

Plan:	of subdivision covered by Council's Certificate No. 218 of 1995
DP 854383	
326	327, 328, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354 and Tweed Shire Council
327	328, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354 and Tweed Shire Council
328	333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354 and Tweed Shire Council
333	337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354 and Tweed Shire Council
334	333, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354 and Tweed Shire Council
335	333, 334, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354 and Tweed Shire Council
336	333, 334, 335, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354 and Tweed Shire Council

3. IDENTITY OF EASEMENT OR
 RESTRICTION THIRDLY REFERRED
 TO IN THE ABOVEMENTIONED PLAN: Easement to drain sewage 3 wide
 and variable width

SCHEDULE OF LOTS, ETC AFFECTED

Lots burdened

Lots, etc benefited

330

331, 332 and Tweed Shire Council



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 GENERAL MANAGER

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

(Sheet 4 of 13 sheets)

Plan: **DP 854383** of subdivision covered by Council's Certificate No. 218 of 1995

342 343 and Tweed Shire Council

4. IDENTITY OF EASEMENT OR RESTRICTION FOURTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN: Easement to drain sewage variable width

SCHEDULE OF LOTS, ETC AFFECTED

<u>Lots burdened</u>	<u>Lots, etc benefited</u>
305	302, 303, 304 and Tweed Shire Council
306	302, 303, 304, 305 and Tweed Shire Council
307	302, 303, 304, 305, 306 and Tweed Shire Council
308	302, 303, 304, 305, 306, 307 and Tweed Shire Council
309	302, 303, 304, 305, 306, 307, 308 and Tweed Shire Council
310	302, 303, 304, 305, 306, 307, 308, 309, 318, 320, 322 and Tweed Shire Council
311	302, 303, 304, 305, 306, 307, 308, 309, 310, 318, 320, 322 and Tweed Shire Council
312	302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 318, 320, 322 and Tweed Shire Council
313	302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 318, 320, 322 and Tweed Shire Council
314	302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 318, 320, 322 and Tweed Shire Council
329	330, 331, 332 and Tweed Shire Council



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GENERAL MANAGER

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

(Sheet 5 of 13 sheets)

Plan:	of subdivision covered by
D.P. 854383	Council's Certificate No. 218
	of 1995
345	344 and Tweed Shire Council
346	344, 345 and Tweed Shire Council
355	329, 330, 331, 332 and Tweed Shire Council
356	329, 330, 331, 332, 355 and Tweed Shire Council
357	329, 330, 331, 332, 355, 356 and Tweed Shire Council
358	329, 330, 331, 332, 355, 356, 357 and Tweed Shire Council
359	329, 330, 331, 332, 355, 356, 357, 358 and Tweed Shire Council
360	329, 330, 331, 332, 355, 356, 357, 358, 359 and Tweed Shire Council
361	329, 330, 331, 332, 355, 356, 357, 358, 359, 360 and Tweed Shire Council

5. IDENTITY OF EASEMENT OR RESTRICTION FIFTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN: Right of carriageway 0.9 wide

SCHEDULE OF LOTS, ETC AFFECTED

<u>Lots burdened</u>	<u>Authority benefited</u>
307, 309, 312, 314, 348, 351, 354, 357, 360	Tweed Shire Council

6. IDENTITY OF EASEMENT OR RESTRICTION SIXTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN: Easement to drain water 4 wide

SCHEDULE OF LOTS, ETC AFFECTED

<u>Lots burdened</u>	<u>Authority benefited</u>
301	Tweed Shire Council



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GENERAL MANAGER

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

(Sheet 6 of 13 sheets)

Plan: of subdivision covered by
D.P. 854383 Council's Certificate No. 218
of 1995

7. IDENTITY OF EASEMENT OR
RESTRICTION SEVENTHLY REFERRED
TO IN THE ABOVEMENTIONED PLAN: Easement for switching station
2.5 wide

SCHEDULE OF LOTS, ETC AFFECTED

<u>Lots burdened</u>	<u>Authority benefited</u>
343	Northern Rivers Electricity

8. IDENTITY OF EASEMENT OR
RESTRICTION EIGHTHLY REFERRED
TO IN THE ABOVEMENTIONED PLAN: Easement for underground power
reticulation 1 wide

SCHEDULE OF LOTS, ETC AFFECTED

<u>Lots burdened</u>	<u>Authority benefited</u>
315	Northern Rivers Electricity

9. IDENTITY OF EASEMENT OR
RESTRICTION NINETHLY REFERRED
TO IN THE ABOVEMENTIONED PLAN: Easement for substation site 2.75
wide

SCHEDULE OF LOTS, ETC AFFECTED

<u>Lots burdened</u>	<u>Authority benefited</u>
315	Northern Rivers Electricity

10. IDENTITY OF EASEMENT OR
RESTRICTION TENTHLY REFERRED
TO IN THE ABOVEMENTIONED PLAN: Restriction(s) on use

SCHEDULE OF LOTS, ETC AFFECTED

<u>Lots burdened</u>	<u>Authority benefited</u>
That part of lot 345 designated ⓐ	Tweed Shire Council



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GENERAL MANAGER

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

(Sheet 7 of 13 sheets)

Plan: D. P. 854383 of subdivision covered by Council's Certificate No. 218 of 1995

11. IDENTITY OF EASEMENT OR RESTRICTION ELEVENTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN: Restriction(s) on use

SCHEDULE OF LOTS, ETC AFFECTED

<u>Lots burdened</u>	<u>Authority benefited</u>
306, 307, 308, 309, 310, 311, 312, 313, 314, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361	Tweed Shire Council

12. IDENTITY OF EASEMENT OR RESTRICTION TWELFTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN: Restriction(s) on use

SCHEDULE OF LOTS, ETC AFFECTED

<u>Lots burdened</u>	<u>Authority benefited</u>
343, 344, 345	Tweed Shire Council

13. IDENTITY OF EASEMENT OR RESTRICTION THIRTEENTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN: Restriction(s) on use

SCHEDULE OF LOTS, ETC AFFECTED

<u>Lots burdened</u>	<u>Authority benefited</u>
306, 307, 308, 309, 310, 311, 312, 313, 314, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361	Tweed Shire Council

14. IDENTITY OF EASEMENT OR RESTRICTION FOURTEENTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN: Restriction(s) on use

SCHEDULE OF LOTS, ETC AFFECTED

<u>Lots burdened</u>	<u>Authority benefited</u>
Each lot	Tweed Shire Council



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GENERAL MANAGER

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

(Sheet 8 of 13 sheets)

Plan: D.P. 854383 of subdivision covered by Council's Certificate No. 218 of 1995

15. IDENTITY OF EASEMENT OR RESTRICTION FIFTEENTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN: Restriction(s) on use

SCHEDULE OF LOTS AFFECTED

Lots burdened

303, 304, 305, 306, 307, 308,
309, 310, 311, 312, 313, 314,
318, 319, 320, 321, 322, 323,
325, 329, 330, 331, 332, 333,
334, 335, 337, 338, 341, 343,
344, 345, 346, 347, 348, 349,
350, 351, 352, 353, 354, 355,
356, 357, 358, 359, 360, 361

Lots benefited

Every other lot

16. IDENTITY OF EASEMENT OR RESTRICTION SIXTEENTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN: Restriction(s) on use

SCHEDULE OF LOTS AFFECTED

Lots burdened

Each lot except lot 301

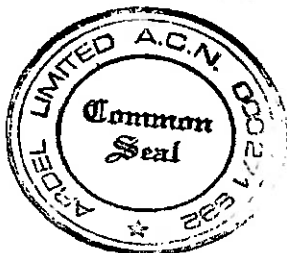
Lots benefited

Every other lot

PART 2

1. TERMS OF EASEMENT FOR SWITCHING STATION SEVENTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN - FULL AND FREE RIGHT FOR THE EASEMENT:

Full and free right and liberty for the Northern Rivers Electricity and its successors to use the servient tenement for the purpose of installing transformers and switchgear and transmitting and distributing power underground by electricity and to construct reconstruct and maintain in upon across and through the servient tenement pipes conduit wires and other necessary apparatus and appliances for the purpose of conducting transmitting and distributing electric power by underground transmission lines owned or operated by the Northern Rivers Electricity or its successors and for the purposes aforesaid to enter into upon the said servient tenement and upon any part thereof at all times with surveyors technicians and workmen materials implements and things and to remain there for any reasonable time for the purpose of laying maintaining repairing or renewing any underground transmission line or appliance



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GENERAL MANAGER

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

(Sheet 9 of 13 sheets)

Plan: D.P. 854383 of subdivision covered by Council's Certificate No. 218 of 1995

and to cut away and keep clear of the said underground transmission lines and apparatus all shrubs trees roots and any other thing or things which might in any way endanger the proper operation of the said transmission line or any of the appliances placed within the servient tenement by the Northern Rivers Electricity or its successors and to inspect the said lines and appliances and to remove any obstruction within the servient tenement to the exercise of the rights hereby granted such right and liberty to be exercisable by the Northern Rivers Electricity or its successors without incurring any obligation to restore damage done to the servient tenement or to any improvements thereon or to pay compensation to the registered proprietors.

2. TERMS OF EASEMENT FOR UNDERGROUND POWER RETICULATION EIGHTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN - FULL AND FREE RIGHT FOR THE EASEMENT:

Full and free right and liberty for the Northern Rivers Electricity and its successors to use the servient tenement for the purpose of transmitting and distributing power underground by electricity and to construct reconstruct and maintain in upon across and through the servient tenement pipes conduit wires and other necessary apparatus and appliances for the purpose of conducting transmitting and distributing electric power by underground transmission lines owned or operated by the Northern Rivers Electricity or its successors and for the purpose aforesaid to enter into and upon the said servient tenement and upon any part thereof at all times with surveyors technicians and workmen materials implements and things and to remain there for any reasonable time for the purpose of laying maintaining or renewing any underground transmission line or appliance and to cut away and keep clear of the said underground transmission lines and apparatus all shrubs trees roots and any other thing or things which might in any way endanger the proper operation of the said transmission line or any of the appliances placed within the servient tenement by the Northern Rivers Electricity or its successors and to inspect the said lines and appliances and to remove any obstruction within the servient tenement to the exercise of the rights hereby granted such right and liberty to be exercisable by the Northern Rivers Electricity or its successors without incurring any obligation to restore damage done to the servient tenement or to any improvements thereon or to pay compensation to the registered proprietors.



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GENERAL MANAGER

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

(Sheet 10 of 13 sheets)

Plan: D.P.854383 of subdivision covered by Council's Certificate No. 218 of 1995

3. TERMS OF EASEMENT FOR SUBSTATION SITE NINETHLY REFERRED TO IN THE ABOVEMENTIONED PLAN - FULL AND FREE RIGHT FOR THE EASEMENT:

Full and free right and liberty for the Northern Rivers Electricity and its successors to use the servient tenement for the purpose of installing Transformers and Switchgear and transmitting and distributing power underground by electricity and to construct reconstruct and maintain in upon across and through the servient tenement pipes conduit wires and other necessary apparatus and appliances for the purpose of conducting transmitting and distributing electric power by underground transmission lines owned or operated by the Northern Rivers Electricity or its successors and for the purpose aforesaid to enter into and upon the said servient tenement and upon any part thereof at all times with surveyors technicians and workmen materials implements and things and to remain there for any reasonable time for the purpose of laying maintaining or renewing any underground transmission line or appliance and to cut away and keep clear of the said underground transmission lines and apparatus all shrubs trees roots and any other thing or things which might in any way endanger the proper operation of the said transmission line or any of the appliances placed within the servient tenement by the Northern Rivers Electricity or its successors and to inspect the said lines and appliances and to remove any obstruction within the servient tenement to the exercise of the rights hereby granted such right and liberty to be exercisable by the Northern Rivers Electricity or its successors without incurring any obligation to restore damage done to the servient tenement or to any improvements thereon or to pay compensation to the registered proprietors.

4. TERMS OF RESTRICTIONS ON USE TENTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN:

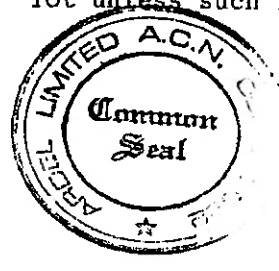
That no structure shall be erected, no native fauna or flora shall be in any way damaged and no domestic animal shall be permitted upon the land.

5. TERMS OF RESTRICTIONS ON USE ELEVENTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN:

That no fence shall be constructed upon the western boundary of any lot unless such fence is constructed of non-combustible material.

6. TERMS OF RESTRICTIONS ON USE TWELFTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN:

That no fence shall be constructed upon the southern boundary of any lot unless such fence is constructed of non-combustible material.



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GENERAL MANAGER

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

(Sheet 11 of 13 sheets)

Plan: **D.P. 854383** of subdivision covered by Council's Certificate No. 212 of 1995

7. TERMS OF RESTRICTIONS ON USE THIRTEENTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN:

That no part of any dwelling or any other structure other than a swimming pool or boundary fence is to be erected within six metres of the western boundary of any lot.

8. TERMS OF RESTRICTIONS ON USE FOURTEENTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN:

That no person shall keep any cat and/or dog upon any lot.

9. TERMS OF RESTRICTIONS ON USE FIFTEENTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN:

No building shall be erected upon the land unless it is used solely for the purpose of a single unit dwelling.

10. TERMS OF RESTRICTIONS ON USE SIXTEENTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN:

- (a) No building shall be erected which has previously been erected elsewhere.
- (b) All buildings to be erected shall be constructed of new materials.
- (c) That not more than one building shall be erected or permitted to remain on any lot except lots 302, 316, 317, 324, 326, 327, 328, 336, 339, 340 and 342 where two buildings may be erected. Any building shall not be used for any purpose other than a private dwelling and shall have an overall floor area, excluding any garage area or carport, of not less than 100 square metres.
- (d) No privy shall be erected which is detached from the main building.
- (e) That no garage or outbuilding shall be erected or permitted to remain on any lot, except until after or currently with the erection of any main building.
- (f) That no roof of any building erected on any lot shall be of any material other than a blended colour tile with a non-reflective finish or a colour bonded metal roof with a non-reflective finish but excluding a metal roof with a zincalume finish.



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GENERAL MANAGER

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

(Sheet 12 of 13 sheets)

Plan: of subdivision covered by
D.P. 854383 Council's Certificate No. 218
of 1995

- (g) That no building shall be erected on any lot with external walls of materials other than brick, stone, concrete, glass, aluminium, timber or fibro or any other combination of the same, provided that fibro, aluminium or timber shall not be used in external walls, except as in-fill panels or gable in-fills in conjunction with all or any of the other materials hereinbefore mentioned and that the proportion of fibro, aluminium and or timber so used in relation to the total external wall area shall not exceed 30% thereof, provided that nothing in the clause contained shall preclude or prohibit a building having the inner framework of its external wall constructed of a timber or other material with an external brick-veneer face.
- (h) The subject land shall be kept clean and tidy and of a neat appearance at all times and free of all accumulations of rubbish or waste material. If any lot is not kept neat and tidy prior to the erection of a dwelling or the grass is not kept shorter than 30 cm, Ardel Limited may enter upon the subject lot, remove all accumulation of rubbish and waste materials and mow the said lot and charge the proprietor thereof for doing same.
- (i) For the benefit of any adjoining land owned by Ardel Limited, but only during the ownership thereof by Ardel Limited, its successors and assigns, other than purchasers on sale, no fence shall be erected on any lot thereby burdened to divide such lot from the adjoining lot or lots without the consent of Ardel Limited, providing however that such consent shall not be withheld if such fence is erected without expense to Ardel Limited, its successors or assigns as aforesaid and in favour of any person or persons or corporation dealing with the registered proprietor or transferee of such land, such consent shall be deemed to have been given in respect of every fence for the time being erected.
- (j) That no advertisement, hoarding, sign or similar structure or advertising sign or notice shall be erected or be permitted to be erected or to remain upon any lot or upon any building erected upon any lot other than a 'for sale' sign or a builder's sign, no larger than 1 metre by 75 cm.
- (k) That at no time during the construction of a building on any lot shall there be erected or caused to be erected or placed on the lot any temporary building, caravan or structure and no person shall be permitted to live in a portion of a house during the construction of same. This will not prevent an occupier storing a caravan on any lot after completion of the construction of the house providing that no person shall at any time live in the caravan whilst it is on the lot.



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GENERAL MANAGER

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

(Sheet 13 of 13 sheets)

Plan: D.P. 854383 of subdivision covered by Council's Certificate No. 218 of 1995

(1) The registered proprietor of any lot shall not nor shall they permit any builder, contractor, employee, lessee, occupier or other agent of the proprietor to allow any commercial or other heavy transport vehicles to be parked on a regular basis or permanent basis on the land hereby burdened or on any other land owned by the proprietor or upon the public streets of the Cabarita Seaside Estate other than in connection with the construction on the land hereby burdened of a residential dwelling.

11. NAME OF PERSON EMPOWERED TO RELEASE, VARY OR MODIFY RESTRICTIONS TENTHLY, ELEVENTHLY, TWELFTHLY AND THIRTEENTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN:

Tweed Shire Council of Tumbulgum Road, Murwillumbah in the State of New South Wales.

12. NAME OF PERSON EMPOWERED TO RELEASE, VARY OR MODIFY RESTRICTIONS FOURTEENTHLY, FIFTEENTHLY AND SIXTEENTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN:

Ardel Limited of 100 Miller Street, North Sydney in the State of New South Wales for such time as it remains the registered proprietor of any lot or lots in the Plan of Subdivision and thereafter by the person or persons in whom the legal estate in fee simple is for the time being vested in the land in the said Plan of Subdivision (other than streets or other public areas) having a common boundary with the land burdened provided that any such release variation or modification shall if approved be made and done in all respects at the cost and expense of the person requesting such release variation or modification.

ARDEL LIMITED (ACN 000 271 992)
~~by its Attorney Stephen Ralph Hawkes~~
pursuant to ~~Power of Attorney Registered~~
~~in the Land Titles Office Book 4069 No. 229.~~
in accordance with its Articles of Association:

[Signature] *[Signature]*
Signed at Murwillumbah on the _____ day of _____
for and on behalf of the Tweed Shire Council.



1995

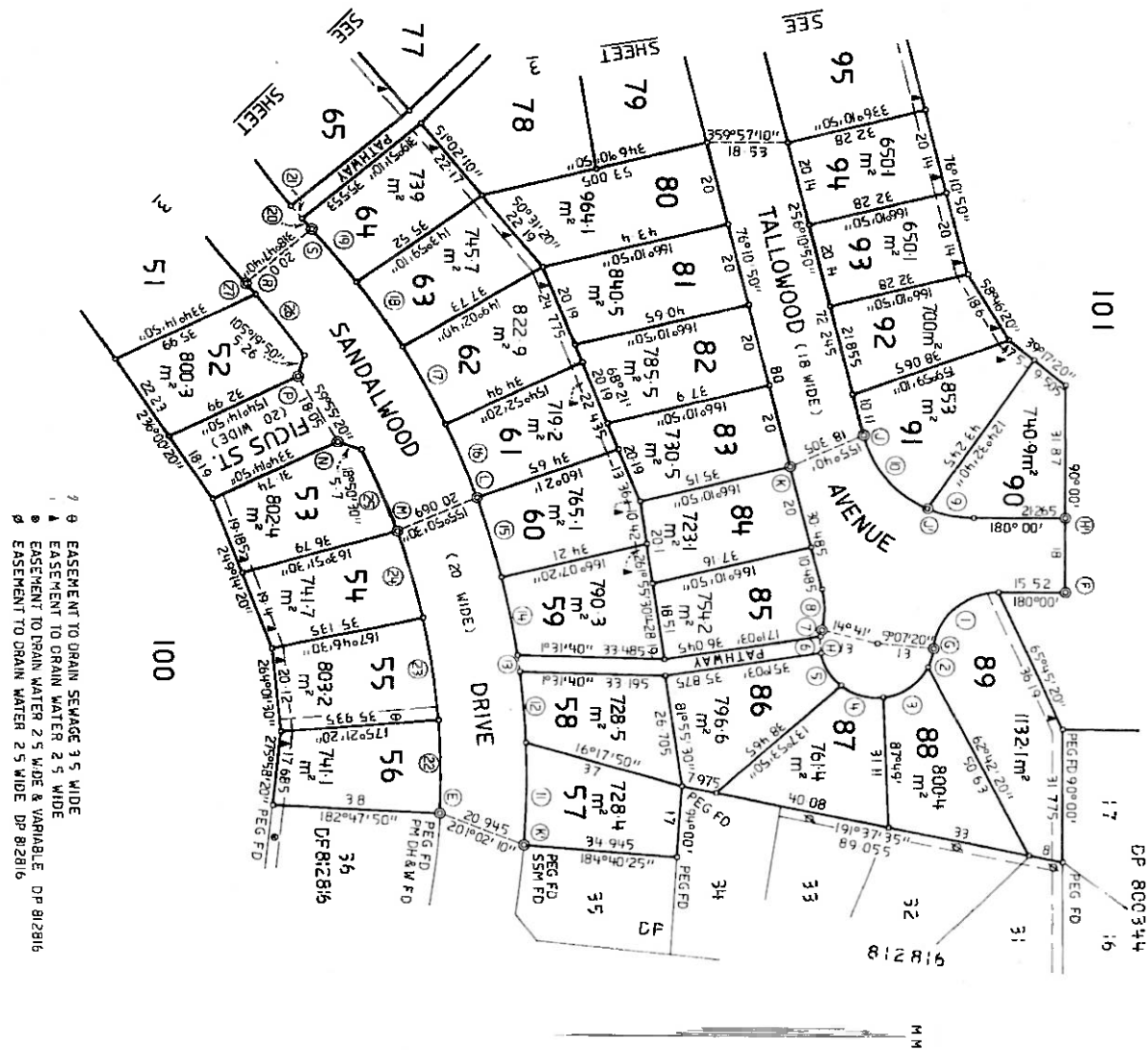
..... *[Signature]*
GENERAL MANAGER



NO	BEARING	DIST	ARC	RAD
1	317°33'40"	20.245	22.22	15
2	285°29'30"	4.68	4.705	13
3	324°49'30"	12.59	13.145	13
4	169°14'40"	9.93	10.19	13
5	59°14'10"	9.125	9.32	13
6	88°42'30"	4.036	4.05	13
7	10°09'40"	1.595	1.6	13
8	90°25'50"	9.845	9.95	20
9	192°02'40"	10.85	10.93	26
10	230°08'	22.835	23.84	26
11	271°09'40"	24.5	24.515	200
12	265°2'50"	17	17.005	200
13	258°52'10"	4.055	4.055	200
14	253°34'10"	19.175	19.18	200
15	253°34'10"	20.145	20.145	200
16	247°56'40"	19.115	19.115	200
17	241°52'30"	20.925	20.93	200
18	231°08'10"	16.345	16.35	200
19	229°18'50"	3.265	3.265	180
20	230°28'20"	4	4	180
21	99°14'10"	22.355	22.37	180
22	81°43'10"	24.8	24.82	190
23	74°18'50"	21.735	21.75	180
24	67°27'40"	21.29	21.3	180
25	52°50'50"	18.4	18.41	180
26	22°21'20"	3.52	3.52	180
27				

REFERENCE TO CORNERS

COR	BEARING	DIST	DESCRIPTION
K	21°22'20"	3.615	SSM T1031 RD (NOT ESTABLISHED)
E	201°02'10"	3.615	RM DH & W FD
F	90°00"	1.5	RM GIP IN CONC
G	26°47'30"	3.855	RM DH & W
H	168°31'30"	4.13	RM DH & W
J	33°37'30"	4.475	RM DH & W
K	158°45'	4.845	RM DH & W
L	34°25'5"	3.406	RM DH & W
M	160°14'30"	3.315	RM DH & W
N	47°37'50"	4.56	RM DH & W
P	234°50'	4.295	RM DH & W
R	140°18'30"	3.995	RM DH & W
S	309°08'	3.438	RM DH & W
T	270°00'	1.5	RM GIP IN CONC
V	90°14'30"	10.38	RM MAIL IN CONC
W	126°26'30"	22.82	SSM 80129
X	11°53'50"	7.26	SSM 78493



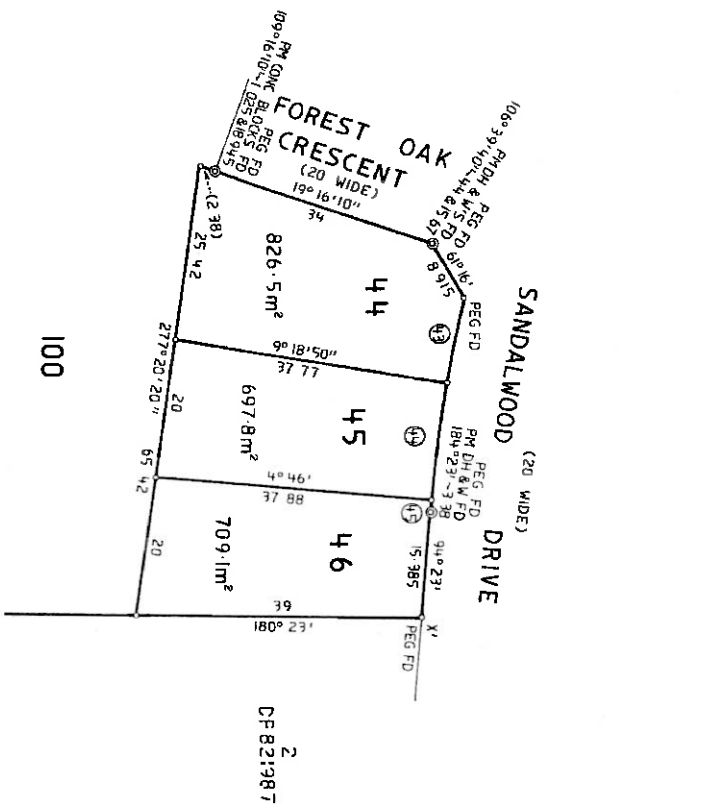
- ① EASEMENT TO DRAIN SEWAGE 3.5 WIDE
- ② EASEMENT TO DRAIN WATER 2.5 WIDE
- ③ EASEMENT TO DRAIN WATER 2.5 WIDE & VARIABLE DP 812816
- ④ EASEMENT TO DRAIN WATER 2.5 WIDE DP 812816

Plan Drawing only to appear in this space

<p>DP 830352</p> <p>Registered: 16/13-5-1993</p> <p>Plan is shown 2 of 4 sheets</p> <p>Sheet: 4/17/12</p> <p>Survey registered under Surveyors Act 1938</p> <p>This is a plan of registration</p> <p>Survey created by me Certificate No. 1112</p> <p>of 5/1/12</p>	<p>For use where space is insufficient in any sheet on this Form 2</p> <p>Surveyors Reference: 4951-25</p> <p>Reduction Ratio: 1 800</p>
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220 230 240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390

NO	BEARING	DIST	ARC	RAO
43	100°51'40"	12.51	12.51	220
44	97°01'10"	1.7	1.7	220
45	94°35'40"	1.615	1.615	220



Plan Drawing only to appear in this space

DP 821987

DP 830352

Registered: 17.5.1993

This is a true & correct copy of the plan as shown on the plan.

Surveyor registered under Surveyors Act 1929

This is a true & correct copy of the plan as shown on the plan.

For any more copies or modifications to any part of this plan Form 2

Production Ref: 1 800

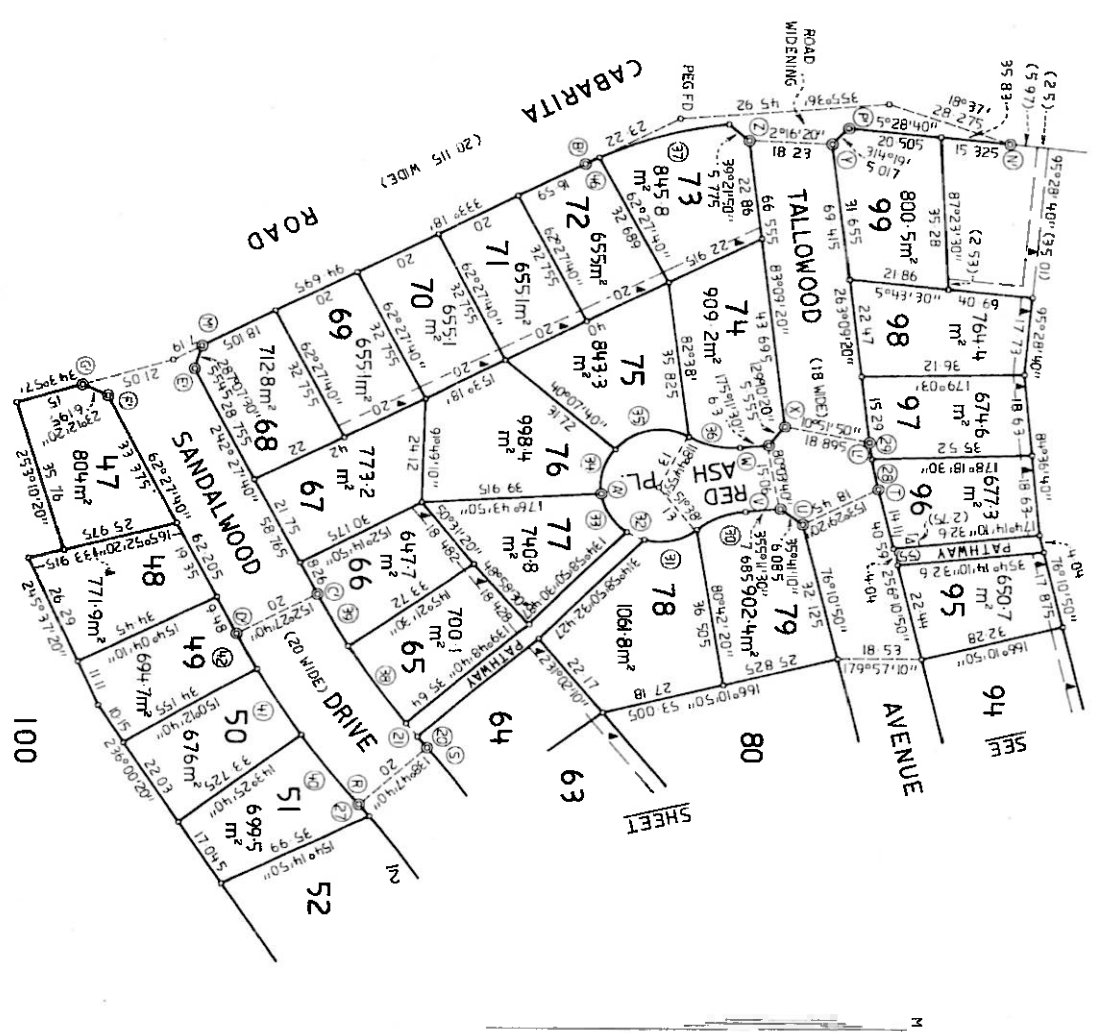
SUPERVISOR'S REFERENCE: 4951 - 25

COR	BEARING	DIST	ASC	FLAT
20	229°18'50"	3.265	3.265	180
21	230°28'20"	4	4	180
27	229°21'10"	3.52	3.52	180
28	259°27'10"	7.22	7.22	91
29	26°56'30"	3.855	3.855	91
30	339°21'30"	11.51	11.675	20
31	348°30'30"	11.755	12.195	13
32	28°49'10"	4.26	4.28	13
33	59°00'	10.47	10.775	13
34	106°19'	12.81	11.15	13
35	169°49'10"	16.335	17.665	13
36	191°59'10"	17.545	11.715	2.0
37	349°31'10"	29.41	29.545	89.94
38	234°34'20"	21.76	21.775	180
39	240°15'	13.89	13.89	180
40	51°42'10"	20.28	20.29	200
41	57°11'20"	18.015	18.02	200
42	61°07'	9.395	9.395	200
46	334°23'10"	3.415	3.415	89.94

REFERENCE TO CORNERS

COR	BEARING	DIST	DESCRIPTION
R	140° 8' 30"	3.395	RM DH & W
S	309° 08'	3.438	RM DH & W
T	336° 59'	4.52	RM DH & W
U	176° 42' 30"	4.485	RM DH & W
V	71° 18'	3.06	RM DH & W
W	263° 06'	2.955	RM DH & W
X	159° 04'	4.655	RM DH & W
Y	163° 12'	4.395	RM DH & W
Z	176° 14' 40"	4.45	RM DH & W
A	176° 14' 40"	3.62	RM DH & W
B	44° 19' 20"	4.705	RM DH & W'S
C	339° 21' 30"	3.39	RM DH & W
D	15° 10' 31"	3.445	RM DH & W
E	346° 02'	3.365	RM DH & W
F	157° 39' 50"	3.38	RM DH & W
G	66° 43' 30"	4.25	RM DH & W
H	314° 08'	5.62	RM DH & W
I	80° 35'	4.605	RM DH & W
M	101° 58'	5.66	SSM 88130
N	43° 39'	7.195	RM DH & W
P	83° 57'	4.43	SSM 79022

- ▲ EASEMENT TO DRAIN WATER 2.75 WIDE
- ▲ EASEMENT FOR ELECTRICAL SUBSTATION 2.75 WIDE



Plan Drawing only to appear in this space

Surveyor's Reference: 49 51 - 25

<p>Registered: DP 830352</p> <p>Registered: 19-5-1997</p> <p>Plan or Sheet: 3 of no. of sheets</p> <p>Date: 21/5/95</p> <p>Surveyor registered under Surveyors Act 1993</p> <p>Name of Surveyor: John J. ...</p> <p>Number of sheets: 4</p> <p>Number of copies: 30</p> <p>Scale: 30:1</p> <p>For use where stated in notification on any land on Plan Form 2</p> <p>General Date</p>	<p>Reduction Ratio: 1:800</p>
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INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919

DP830352

Sheet 1 of 9 Sheets

PART 1

PLAN: Subdivision of the land covered by Tweed Shire Council Clerk's Certificate No. 70/93 dated 30.4.93.

FULL NAME AND ADDRESS
OF PROPRIETOR OF
THE LAND:

BOGAN GARDENS ESTATE PTY LTD
ACN 003 785 260
1/73 Magellan Street
LISMORE NSW 2480
as to land in Folio Identifier
44/812816
SUFIKE PTY LIMITED
ACN 002 895 730
1/73 Magellan Street
LISMORE NSW 2480
as to land in Folio Identifier
47/800344

1. Identity of easement or
restriction firstly
referred to in above-
mentioned Plan Easement to Drain Water 2.5
wide

SCHEDULE OF LOTS ETC AFFECTED

<u>LOTS BURDENED</u>	<u>LOTS, ROAD OR AUTHORITY</u>
Lot 48	Lot 100
Lot 53	Lots 54, 55, 56 Lot 36 DP812816 Lot 37 DP812816 Lot 38 DP812816 Lot 39 DP812816 Lot 40 DP812816 Lot 41 DP812816 Lot 42 DP812816
Lot 54	Lots 55, 56 Lot 36 DP812816 Lot 37 DP812816 Lot 38 DP812816 Lot 39 DP812816 Lot 40 DP812816 Lot 41 DP812816 Lot 42 DP812816

THE COMMON SEAL of BOGAN GARDENS ESTATE)
PTY LIMITED ACN 003 785 260 was hereunto)
affixed by authority of the Board of)
Directors in the presence of the Director)
whose signature appears opposite hereto)
and in the presence of:)



T S Collins
Director
J J Collins
Secretary

REGISTERED  M13-5-1993

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

DP830352

Sheet 2 of 9 Sheets

PLAN: Subdivision of the land covered by Tweed Shire
Council Clerk's Certificate No. 70/93 dated 30.4.93

Lot 55	Lot 56
	Lot 36 DP812816
	Lot 37 DP812816
	Lot 38 DP812816
	Lot 39 DP812816
	Lot 40 DP812816
	Lot 41 DP812816
	Lot 42 DP812816
Lot 56	Lot 36 DP812816
	Lot 37 DP812816
	Lot 38 DP812816
	Lot 39 DP812816
	Lot 40 DP812816
	Lot 41 DP812816
	Lot 42 DP812816
Lot 59	Lot 58
Lot 60	Lots 58 & 59
Lot 61	Lots 58, 59 & 60
Lot 62	Lots 58, 59, 60 & 61
Lot 63	Lots 58, 59, 60, 61 & 62
Lot 64	Lots 58, 59, 60, 61, 62 & 63
Lot 65	Lots 66 & 67
Lot 66	Lot 67
Lot 69	Lot 68
Lot 70	Lots 68 & 69
Lot 71	Lots 68, 69 & 70
Lot 72	Lots 68, 69, 70 & 71
Lot 73	Lots 68, 69, 70, 71 & 72

THE COMMON SEAL of BOGAN GARDENS ESTATE)
PTY LIMITED ACN 003 785 260 was hereunto)
affixed by authority of the Board of)
Directors in the presence of the Director)
whose signature appears opposite hereto)
and in the presence of:)



T S Collins
Director
J. J. Collins
Secretary

REGISTERED  13-5-1993

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

DP830352

Sheet 3 of 9 Sheets

PLAN: Subdivision of the land covered by Tweed Shire
Council Clerk's Certificate No. 70/93 dated 30.4.93.

Lot 89	Lot 25 DP812816 Lot 26 DP812816 Lot 27 DP812816 Lot 28 DP812816 Lot 29 DP812816 Lot 30 DP812816 Lot 31 DP812816 Lot 32 DP812816 Lot 33 DP812816 Lot 34 DP812816
Lot 91	Lot 90
Lot 92	Lots 90 & 91
Lot 93	Lots 90, 91 & 92
Lot 94	Lots 90, 91, 92 & 93
Lot 95	Lots 90, 91, 92, 93 & 94
Lot 96	Lots 90, 91, 92, 93, 94 & 95
Lot 97	Lots 90, 91, 92, 93, 94, 95 & 96
Lot 98	Lots 90, 91, 92, 93, 94, 95, 96 & 97
Lot 101	Lots 90, 91, 92, 93, 94, 95, 96, 97, 98 & 99
<u>2. Identity of easement or restriction secondly referred to in above- mentioned Plan</u>	Easement to drain sewerage 3.5 wide

SCHEDULE OF LOTS ETC AFFECTED

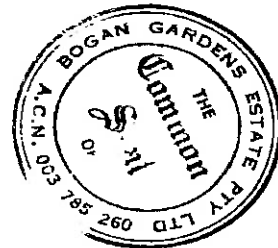
LOTS BURDENED

Lot 55

LOTS, ROAD OR AUTHORITY
BENEFITED

Council of the Shire of
Tweed Heads

THE COMMON SEAL of BOGAN GARDENS ESTATE
PTY LIMITED ACN 003 785 260 was hereunto
affixed by authority of the Board of
Directors in the presence of the Director
whose signature appears opposite hereto
and in the presence of:



T J Callin
Director
J J Cairns
Secretary

REGISTERED  13-5-1993

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

DP830352

Sheet 4 of 9 Sheets

PLAN: Subdivision of the land covered by Tweed Shire Council Clerk's Certificate No. 70/93 dated 30.4.93.

3. Identity of easement or restriction thirdly referred to in above-mentioned Plan Easement for electrical substation 2.75 wide

SCHEDULE OF LOTS ETC. AFFECTED

LOTS BURDENED

LOTS, ROAD OR AUTHORITY BENEFITED

Lot 96

Northern Rivers County Council

4. Identity of easement or restriction fourthly referred to in above-mentioned Plan

Restrictions on use

SCHEDULE OF LOTS ETC AFFECTED

LOTS BURDENED

LOTS, ROAD OR AUTHORITY BENEFITED

Lots 52, 53, 73, 74, 76, 78, 79, 80, 89, 99

Every other lot

5. Identity of easement or restriction fifthly referred to in above-mentioned Plan

Restrictions on use

SCHEDULE OF LOTS ETC AFFECTED

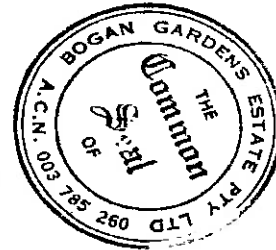
LOTS BURDENED

LOTS, ROAD OR AUTHORITY BENEFITED

Each Lot except Lots 52, 53, 73, 74, 76, 78, 79, 80, 89, 99, 100 & 101

Every other Lot

THE COMMON SEAL of BOGAN GARDENS ESTATE PTY LIMITED ACN 003 785 260 was hereunto affixed by authority of the Board of Directors in the presence of the Director whose signature appears opposite hereto and in the presence of:



T J Allen
Director
C J [Signature]
Secretary

REGISTERED  M13-5-1993

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

Sheet 5 of 9 Sheets

PLAN: Subdivision of the land covered by Tweed Shire
Council Clerk's Certificate No. 70/93 dated 30.4.93.
DP830352

6. Identity of easement or restriction sixtly referred to in above-mentioned Plan Restrictions on use

SCHEDULE OF LOTS ETC AFFECTED

<u>LOTS BURDENED</u>	<u>LOTS, ROAD OR AUTHORITY BENEFITED</u>
Each Lot except Lot 100 & Lot 101	Every other Lot

PART 2

1. Terms of Easement for Electrical Substation 2.75 Wide Thirdly Referred to in the Abovementioned Plan:

Full and free right and liberty for Northern Rivers County Council and its successors to use the servient tenement for the purpose of installing Transformers and switch gear and transmitting and distributing power underground by electricity and to construct re-construct and maintain in upon across and through the servient tenement pipes conduit wires and other necessary apparatus and appliances for the purpose of conducting transmitting and distributing electric power by underground transmission lines owned and/or operated by the Northern Rivers County Council or its successors and for the purposes aforesaid to enter into and upon the said servient tenement and upon any part thereof at all times with surveyors technicians and workmen materials implements and things and to remain thereon for any reasonable time for the purpose of laying maintaining or renewing any underground transmission line or appliance and to cut away and keep clear of the said underground transmission lines and apparatus all shrubs trees roots and any other thing or things which might in any way endanger the proper operation of the said transmission line or any of the appliances placed within the servient tenement by the Northern Rivers County Council or its successors and to inspect the said lines and appliances and to remove any obstruction within the servient tenement to the exercise of the rights hereby granted such right and liberty to be exercisable by the Northern Rivers County Council or its successors without incurring any obligation to restore damage done to the servient tenement or to any improvements thereon or to pay compensation to the registered proprietors.

THE COMMON SEAL of BOGAN GARDENS ESTATE)
PTY LIMITED ACN 003 785 260 was hereunto)
affixed by authority of the Board of)
Directors in the presence of the Director)
whose signature appears opposite hereto)
and in the presence of:)



T I Collins
Director
S J Collins
Secretary

REGISTERED 13-5-1993

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

DP830352

Sheet 6 of 9 Sheets

PLAN: Subdivision of the land covered by Tweed Shire Council Clerk's Certificate No. 70/93 dated 30.4.93

2. Terms of Restrictions Fourthly Referred to in the Abovementioned Plan:

No main building shall be erected on the land burdened other than a duplex having a minimum overall ground floor area of not less than two hundred (200) square metres (exclusive of carport, garages and covered porches or a single residential building having a minimum overall ground floor area of not less than one hundred and five (105) square metres (exclusive of carport, garages and covered porches).

3. Terms of Restrictions Fifthly Referred to in the Abovementioned Plan:

No main building shall be erected on the land burdened other than a single residential building having a minimum overall ground floor area of not less than one hundred and five (105) square metres (exclusive of carport, garages and covered porches).

4. Terms of Restrictions on Use Sixthly Referred to in the Abovementioned Plan:

- (a) No part of the subject land shall be used for any industrial or manufacturing purposes and no offensive or noisy trade or activity shall be carried out on any part thereof.
- (b) No person shall erect or cause or permit to be erected upon the subject land or any part thereof any advertisement, hoarding or similar structure and shall not permit the subject land or any part thereof or any building or structure erected thereon to be used for the display of any advertisement or notice except that advertisements or notices may be erected thereon **PROVIDED** they relate solely to the selling or letting of the subject land or any part thereof or any building erected thereon.
- (c) No fence shall be erected or permitted to remain along the street frontage of the subject land or any part thereof nor along any side boundary extending from the front boundary to the front alignment of any main building erected or to be erected upon the land hereby transferred or any part thereof **PROVIDED THAT** in the case of any lot having a frontage to two

THE COMMON SEAL of BOGAN GARDENS ESTATE PTY LIMITED ACN 003 785 260 was hereunto affixed by authority of the Board of Directors in the presence of the Director whose signature appears opposite hereto and in the presence of:



T J Leth
Director
M Collins
Secretary

REGISTERED  *13-5-1993*

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

Sheet 7 of 9 Sheets

PLAN: Subdivision of the land covered by Tweed Shire
Council Clerk's Certificate No. 70¹⁹³ dated 30.4.93.
DP830352

or more streets the street frontage above referred to shall be deemed to be the frontage to which the building erected upon the particular lot shall front and any other boundary or boundaries shall be deemed to be a side or rear boundary and **PROVIDED FURTHER** that no fences shall be erected on the subject land having a height exceeding 1.524 metres except where a greater height is required to comply with the requirements of any local government body or other competent authority in relation to the fencing of private swimming pools.

- (d) No dividing fence shall be erected on any part of the subject land to divide it from any adjoining lot owned by the aforementioned registered proprietor without the consent of the said registered proprietor but such consent shall not be withheld if such fence is erected without expense to them and in favour of any person dealing with the owner for the time being of such lot, such consent shall be deemed to have been given in respect of every such fence for the time being erected and upon transfer of such adjoining land by it, this restriction shall become absolutely void.
- (e) No building including any garage or other outbuilding, except for a lawn locker shed not exceeding in size three metres by three metres (3m x 3m) appurtenant thereto shall be erected on any lot having exterior walls constructed of any material other than materials comprising at least 80% clay brick excluding windows and doors except with the express written consent of the person empowered to release, vary or modify this covenant.
- (f) No building erected on the subject land shall have a roof of a material other than a material of a non-reflective nature. Any such roofing materials being materials other than concrete tiles or terra cotta or colour bond shall not be used except with the express written consent of the person empowered to release, vary or modify this covenant.
- (g) No animals, livestock or poultry of any kind shall be raised bred or kept upon the subject land or any part thereof, except dogs, cats or other household pets may be kept provided these are not kept, bred or maintained for any commercial purpose.

THE COMMON SEAL of BOGAN GARDENS ESTATE)
PTY LIMITED ACN 003 785 260 was hereunto)
affixed by authority of the Board of)
Directors in the presence of the Director)
whose signature appears opposite hereto)
and in the presence of:)



T J Collins
Director
Sy [unclear]
Secretary

REGISTERED *13-5-1993*

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

Sheet 8 of 9 Sheets

PLAN: Subdivision of the land covered by Tweed Shire
Council Clerk's Certificate No. 70/93 dated 30.4.93.
DP830352

(h) All grass and other vegetation growing upon the subject land shall be regularly mown and maintained and the subject land shall be kept free of all rubbish, refuse or garbage and garbage and other waste shall not be kept thereon except in sanitary containers.

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

The aforementioned proprietor, until the expiry of four (4) years from the date on which the abovementioned plan is registered as a deposited plan and thereafter, by the person or persons in whom the legal estate in fee simple is for the time being vested in the land in the said deposited plan (other than streets or public areas) having a common boundary with the land burdened PROVIDED that any such release, variation or modification shall, if approved, be made and done in all respects at the cost and expense of the person requesting such release, variation or modification.

NAME OF PERSON EMPOWERED TO RELEASE, VARY OR MODIFY RESTRICTIONS FIFTHLY
REFERRED TO IN ABOVEMENTIONED PLAN:

The aforementioned proprietor, until the expiry of four (4) years from the date on which the abovementioned plan is registered as a deposited plan and thereafter, by the person or persons in whom the legal estate in fee simple is for the time being vested in the land in the said deposited plan (other than streets or public areas) having a common boundary with the land burdened PROVIDED that any such release, variation or modification shall, if approved, be made and done in all respects at the cost and expense of the person requesting such release, variation or modification.

NAME OF PERSON EMPOWERED TO REALESE, VARY OR MODIFY RESTRICTIONS SIXTHLY
REFERRED TO IN ABOVEMENTIONED PLAN:

The aforementioned proprietor, until the expiry of four (4) years from the date on which the abovementioned plan is registered as a deposited plan and thereafter, by the person or persons in whom the legal estate in fee simple is for the time being vested in the land in the said deposited plan (other than streets or public areas) having a common boundary with the land burdened PROVIDED that any such release, variation or modification shall, if approved, be made and done in all respects at the cost and expense of the person requesting such release, variation or modification.

THE COMMON SEAL of BOGAN GARDENS ESTATE
PTY LIMITED ACN 003 785 260 was hereunto
affixed by authority of the Board of
Directors in the presence of the Director
whose signature appears opposite hereto
and in the presence of:



T I Gallic
Director
J J Callisto
Secretary

REGISTERED  13-5-1993

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

Sheet 9 of 9 Sheets

PLAN: *DP830352* Subdivision of the land covered by Tweed Shire Council Clerk's Certificate No. 70/93 dated 30.4.93.

THE COMMON SEAL of SUFIKE PTY LIMITED ACN 002 895 730 was hereunto affixed by authority of the Board of Directors in the presence of the Director whose signature appears opposite hereto and in the presence of:



T J Collins
Director
J J Collins
Secretary

SIGNED by the said TREVOR LYLE DAVEY in the presence of:

[Signature]
.....

[Signature]
.....

SIGNED by the said JEAN DAVEY in the presence of:

[Signature]
[Signature]
Ballina
.....

[Signature]
.....

EXECUTED BY ESANDA FINANCE CORPORATION LIMITED by being sealed and delivered by its Attorney

MICHAEL WILLIAMS in the presence of D. MANAGER Finance Corporation Limited pursuant to Power of Attorney registered No. 867, Book 311 in the presence of -

[Signature]
Halina Oleskowski
C/- 116 Miller St, Nth Sydney
Finance Officer

[Signature]

REGISTERED  *R 13-5-1993*

INSTRUMENT SETTING OUT TERMS OF EASEMENT INTENDED TO BE
CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT,
1919

(Sheet 1 of 1 sheet)

Lengths are in metres

Plan: 823633 Plan of easement to drain
water 4 wide within Lot
2 D.P. 821987

PART 1

FULL NAME AND ADDRESS OF PROPRIETOR OF THE LAND: THE STATE OF NEW SOUTH WALES

1. IDENTITY OF EASEMENT REFERRED TO IN THE ABOVEMENTIONED PLAN: Easement to drain water 4 wide

SCHEDULE OF LOTS AFFECTED

<u>Lot burdened</u>	<u>Lot benefited</u>
2 in D.P. 821987 SEE 516 729281	156 in D.P. 836305

PART 2

Signed by *GRAEME ROBERT FORD*
(Registered Proprietor)

by delegation pursuant to Section 180 of the Crown Lands Act, 1989 and with authority under Section 13L of the Real Property Act, 1900 from the, Minister administering the Crown Lands Act, 1989 on behalf of the State of New South Wales

John Cairns
(Signature of Witness)

John William Cairns
(Full Name of Witness)

8 Hewitt Street, Grafton 2460.
Lands Officer
(Address and Occupation of Witness)



Planning Certificate under Section 10.7

Environmental Planning and Assessment Act, 1979

Land No. 37940

Applicant: Stuart Garrett Lawyers
PO Box 223
BOGANGAR NSW 2488

Certificate No: PlanCert20/2010
Date of Issue: 08/09/2020
Fee Paid: \$53.00
Receipt No:

Your Reference: KB:2020868

eCustomer Reference:

Property Description: Lot 323 DP 854383; No. 1 Penda Court BOGANGAR

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 B19 - Bogangar/Cabarita Beach Locality Plan

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 R2 Low Density Residential

1 Objectives of zone

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

2 Permitted without consent

Environmental facilities; Environmental protection works; Home occupations

3 Permitted with consent

Bed and breakfast accommodation; Boarding houses; Dwelling houses; Group homes; Home industries; Roads; 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; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Highway service centres; Home occupations (sex services); Hostels; Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Marinas; Moorings; Mortuaries; Open cut mining; Passenger transport facilities; Public administration buildings; Recreation facilities (major); Registered clubs; Research stations; Residential flat buildings; Restricted premises; Rural industries; Rural workers' dwellings; Service stations; Sex services premises; Shop top housing; 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 R2 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)

No. Complying Development under the Subdivisions (Strata Subdivisions) Code may not be carried out on this land. The land is affected by specific land exemptions:

- * land that is within an environmentally sensitive area

Demolition Code

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

- * land that is within an environmentally sensitive area

Commercial and Industrial Alterations Code

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

- * land that is within an environmentally sensitive area

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:

- * land that is within an environmentally sensitive area

Housing Alterations Code and General Development Code

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

- * land that is within an environmentally sensitive area

Commercial and Industrial (New Buildings and Additions) Code

Certificate No: PlanCert20/2010
Date: 08/09/2020



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:

* land that is within an environmentally sensitive area

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 3 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 property is not affected.

ITEM 7A

Flood related development controls information

- (1) *Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls.*
- (2) *Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.*
- (3) *Words and expressions in this clause have the same meanings as in the instrument.*

Item 7A(1-3)

- (1) Council is aware that the land is flood prone, as defined by Development Control Plan Section A3 - Development of Flood Liable Land. The land is a flood control lot and development of this land shall be subject to the relevant controls in the plan.

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) Council is aware that the land is in an area which may be susceptible to flooding. Consequently Council has adopted Development Control Plan A3 – Development of Flood Liable Land, which establishes minimum standards for development not referred to in (1)

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 5 - Open Space Contributions
Section 94 Plan No 11 - Tweed Shire Library Facilities
Section 94 Plan No 12 - Bus Shelters
Section 94 Plan No 13 - Eviron Cemetary
Section 94 Plan No 15 - Developer Contributions for Community Facilities
Section 94 Plan No 18 - Council Administration Offices and Technical Support Facilities
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  Andrew Watkin
Sep 8 2020 2:09 PM
Per

Council Reference: DD20/1142
Your Reference: KB:2020868
eCustomer Reference:



TWEED
SHIRE COUNCIL

8 September 2020

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

Stuart Garrett Lawyers
PO Box 223
BOGANGAR NSW 2488

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

Fax (02) 6670 2429
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 323 DP 854383; No. 1 Penda Court BOGANGAR

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.

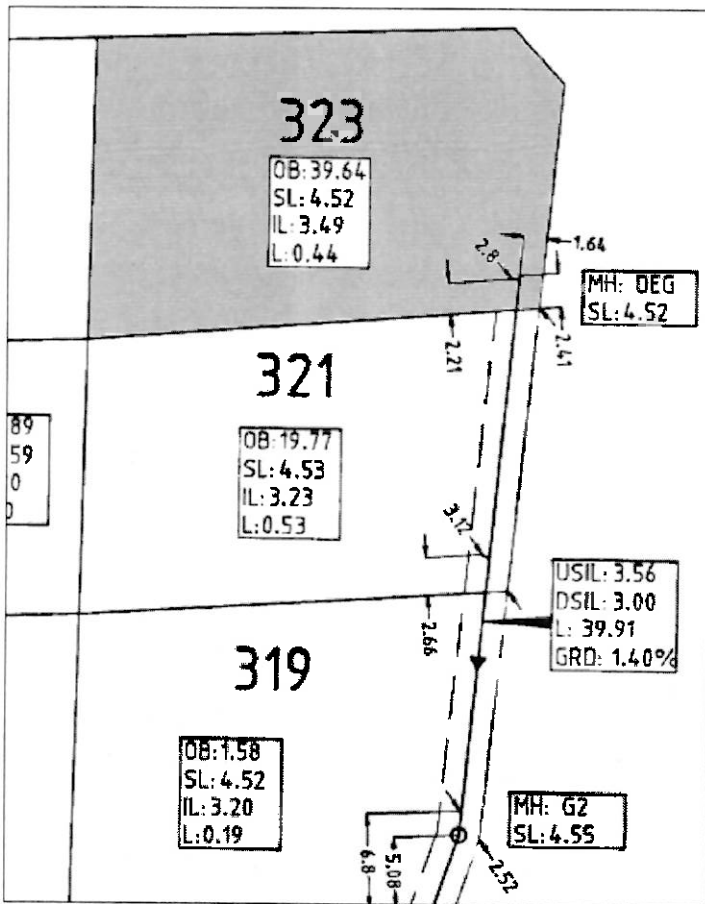
Minor variations to this blanket exclusion will be permitted as specifically referenced in the Policy document. You should refer to the policy for further details.

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

Yours faithfully

Denise Galle
ACTING MANAGER BUILDING AND ENVIRONMENTAL HEALTH

Enclosure

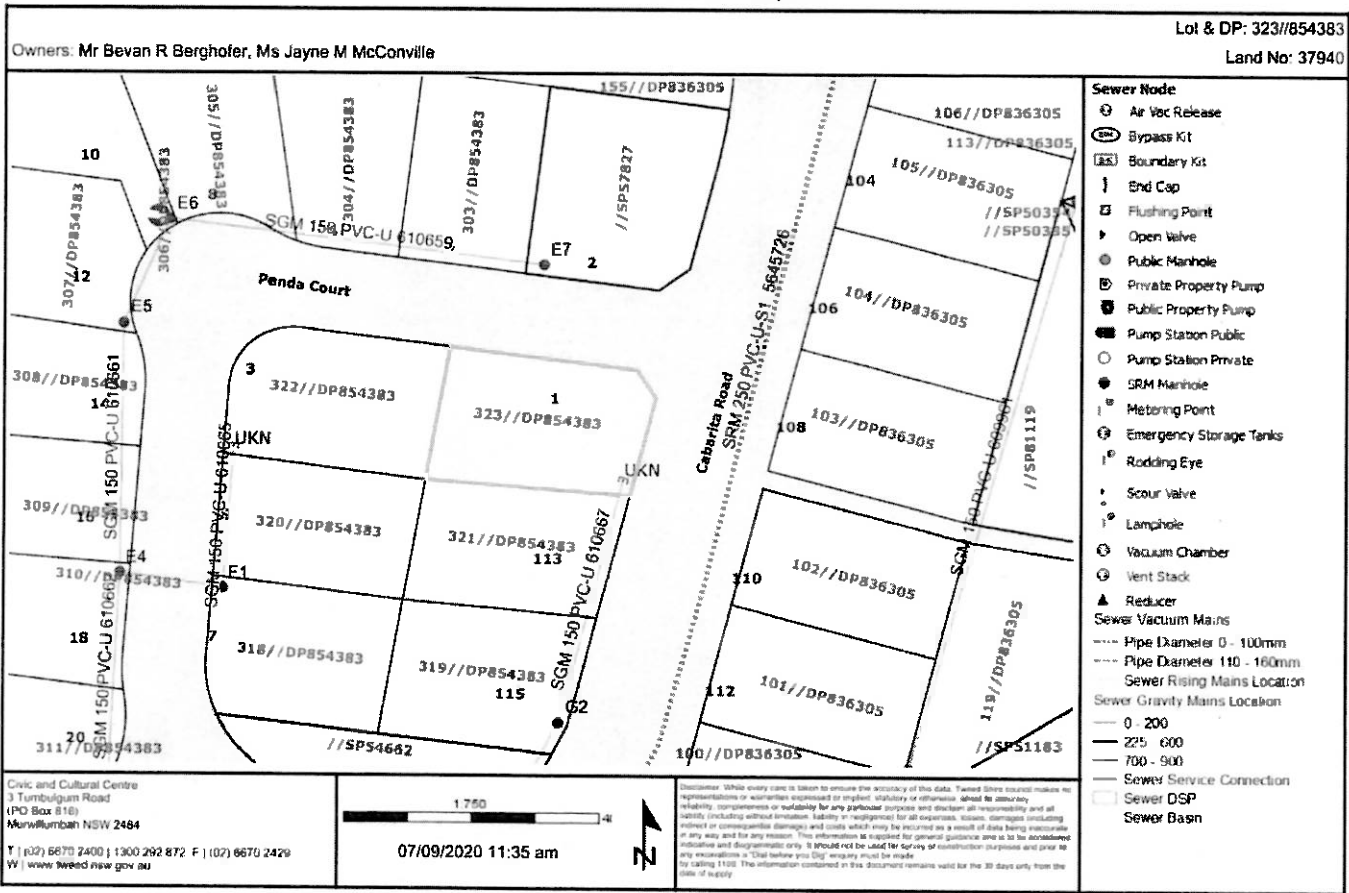


TWEED SHIRE COUNCIL WARNING
 Drainage information is to the best of Council's knowledge and supplied for the guidance of persons collecting property or planning data. If preciseness of location is critical, a private survey should be arranged.
VINCENT CONNELL
 Director Planning and Regulation

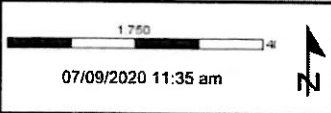
Sewer Network Report

Owners: Mr Bevan R Berghofer, Ms Jayne M McConville

Lot & DP: 323//854383
Land No: 37940



Civic and Cultural Centre
3 Tumbalong Road
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