

# Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	<b>LS Properties</b> PO Box 1487, Kingscliff NSW 2487 Email: leanne@lsproperties.com.au	Phone: 0408 883 193 Ref: Leanne Morris
co-agent		
vendor	<b>Millicent Sports Management Pty Ltd ACN 007896513</b> as trustee for The Millicent Sports Centre 32 Barkley Street, Portland VIC 3305	
vendor's solicitor	<b>Tweed Coast Conveyancing</b> 1B Pearl Street, Kingscliff NSW 2487 PO Box 1988, Kingscliff NSW 2487 Email: christine@tweedcoastconveyancing.com.au	Phone: 02 6674 8668 Ref: CB:221426
date for completion	<b>42nd day after the date of this contract</b> (clause 15)	
land (address, plan details and title reference)	<b>90 Pearl Street, KINGSCLIFF NSW 2487</b> <b>Lot 1 in Deposited Plan 378971</b> <b>Folio Identifier 1/378971</b>	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input checked="" type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

buyer's agent

\_\_\_\_\_  
**vendor**

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

\_\_\_\_\_  
**witness**

\_\_\_\_\_  
**purchaser**

JOINT TENANTS

tenants in common

in unequal shares

\_\_\_\_\_  
**witness**

### Choices

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

**Nominated Electronic 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

<b>General</b>	<b>Strata or community title (clause 23 of the contract)</b>
<input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 lease (with every relevant memorandum or variation) <input type="checkbox"/> 16 other document relevant to tenancies <input type="checkbox"/> 17 licence benefiting the land <input type="checkbox"/> 18 old system document <input type="checkbox"/> 19 Crown purchase statement of account <input type="checkbox"/> 20 building management statement <input type="checkbox"/> 21 form of requisitions <input type="checkbox"/> 22 <i>clearance certificate</i> <input type="checkbox"/> 23 land tax certificate	<input 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
<b>Home Building Act 1989</b> <input type="checkbox"/> 24 insurance certificate <input type="checkbox"/> 25 brochure or warning <input type="checkbox"/> 26 evidence of alternative indemnity cover <b>Swimming Pools Act 1992</b> <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	<b>Other</b> <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:
 

<b>APA Group</b> <b>Australian Taxation Office</b> <b>Council</b> <b>County Council</b> <b>Department of Planning, Industry and Environment</b> <b>Department of Primary Industries</b> <b>Electricity and gas</b> <b>Land &amp; Housing Corporation</b> <b>Local Land Services</b>	<b>NSW Department of Education</b> <b>NSW Fair Trading</b> <b>Owner of adjoining land</b> <b>Privacy</b> <b>Public Works Advisory</b> <b>Subsidence Advisory NSW</b> <b>Telecommunications</b> <b>Transport for NSW</b> <b>Water, sewerage or drainage authority</b>
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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 <sup>th</sup> if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

## 2 Deposit and other payments before completion

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

### 3 Deposit-bond

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

### 4 Transfer

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

### 5 Requisitions

- 5.1 If a form of *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 *servicing* 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 *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

## 9 Purchaser's default

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

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

## 10 Restrictions on rights of purchaser

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

- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
  - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
  - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

## 14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
  - the land was not subject to a special trust or owned by a non-concessional company; and
  - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

## 15 Date for completion

The *parties* must complete by the date for completion and, if they do not, a *party* can *serve* a notice to complete if that *party* is otherwise entitled to do so.

## 16 Completion

### • Vendor

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.

- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *-serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

**20 Miscellaneous**

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

THESE ARE THE SPECIAL CONDITIONS ANNEXED TO THE  
CONTRACT FOR SALE OF LAND

**BETWEEN Millicent Sports Management Pty Ltd** (Vendor)  
**AND** (Purchaser)

---

In the event of a conflict between the special conditions and the standard clauses contained in the printed Contract then these special conditions shall prevail.

**1. Amendments to the printed clauses of the Contract**

Notwithstanding any other provision in this Contract the printed form of Contract is amended, as follows:

- (a) Clause 29.2 delete 42 days and insert 30 days;
- (b) Clauses 29.7.3 delete 21 days and insert 14 days.
- (c) Clause 29.8.3 delete 21 days and insert 14 days.

**2. Claims by Purchaser**

- (a) Clause 7.1.1 delete 5% of the price and replace it 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.

**3. Whole Agreement**

It is hereby agreed and declared that:

- (a) The agreements, provisions, terms and conditions contained in this Contract comprise the whole of the agreement between the parties who expressly agree and declare that no further or other agreements, provisions, terms or conditions exist or apply; and
- (b) The Purchaser has not entered into this agreement as a result of any statement, inducement or representation oral or written, by the Vendor or anyone on its behalf, other than as set forth in this agreement and

has made all such enquiries and investigations as the purchaser deems appropriate.

**4. Notice to complete**

In the event of either party failing to complete this Contract by the due date, then the other shall be entitled at any time thereafter to serve a notice to complete, requiring the other to complete within 14 days from the date of service of the notice, and this time period is considered reasonable by both parties. For the purpose of this Contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract.

Should the Vendor issue a notice to complete in accordance with this clause then in addition to any other monies payable in accordance with the terms of this Contract, the Purchaser shall also pay to the Vendor the sum of \$330.00 being the Vendor's agreed legal costs in respect of the issue of such notice.

**5. 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 die or become mentally ill, as defined in the Mental Health Act, or become bankrupt, or if a company go into liquidation, then either party may rescind this contract by notice in writing forwarded to the other party and thereupon this contract shall be at an end and the provisions of clause 19 hereof shall apply.

**6. Purchaser Acknowledgement - Present State and Condition**

The Purchaser acknowledges that they are purchasing the property:-

- a) in its present condition and state of repair;
- b) subject to all defects latent and patent;
- c) subject to any infestations and dilapidation;
- d) subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
- e) subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

The Purchaser agrees not to seek to terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

**7. Inclusions**

The Vendor discloses and the Purchaser acknowledges and agrees that the Vendor gives no warranty as to the state of repair, condition or fitness for purposes of any item listed in the inclusions.

**8. Late completion**

In the event that the Purchaser shall not complete this purchase by the completion date, without default by the vendor, then the Purchaser shall pay to the Vendor, in addition to the balance of the purchase money and any other money payable to the Vendor, interest on the balance of the purchase money at the rate of 8% per annum calculated from and including the completion date to the actual completion date. It is agreed that this amount is a genuine pre-estimate of the Vendors loss due to the Purchaser's failure to complete within the specified time.

**9. Agent**

The purchaser warrants that they were not introduced to the vendor or the property by any real estate agent or other person entitled to claim commission as a result of this sale (other than the Vendor's agent, if any, specified in the contract) and the Purchaser agrees that they will at all times indemnify and keep indemnified the vendor from and against any claim whatsoever for commission, by any agent arising out of this sale. This condition does not merge on completion of this Contract.

**10. Electronic Exchange**

This Contract may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were on the same instrument.

The Vendor and Purchaser agree this Contract may be executed by a party by facsimile, electronic PDF or other similar method and shall constitute a valid and binding execution of the Contract by such party or parties.

**11. Requisitions**

The Purchaser acknowledges and agrees that the only form of general requisitions on title that the purchaser shall be entitled to raise pursuant to Clause 5.1 hereof shall be in the form of the requisitions on title that are annexed to this Contract.

## REQUISITIONS ON TITLE

Purchaser:

Vendor: Millicent Sports Management Pty Ltd

Property: 90 Pearl Street, KINGSCLIFF NSW 2487

The following requisitions do not cover matters that are normally covered by pre Contract enquiries, the law and the Contract.

A Vendor who supplies a deliberately false answer to a requisition is liable in damages for deceit if the answer is intended to, and does, include the Purchaser to complete. This extends not only to the original replies, but to situations where the Vendor is unaware of the error when delivery answers but rediscovers the error before settlement and fails to disclose the truth to the purchaser.

### All properties

1. Are there any restrictions on the right of the registered proprietor to convey to the purchaser the property and inclusions free of encumbrances and with vacant possession?
2. Are there any encroachments by or upon the property?
3. Has the construction and use of the improvements erected on the property been approved by the responsible authorities and comply with their requirements?
4. Is the vendor aware of anything that affects the use of the property that is not immediately apparent to the purchaser on normal inspection?
5. Are there any advices, proposals, enquiries, notices, claims or disputes that might affect the property?

### If Strata/Community title

1. Has the initial period expired?
2. Are there any proposed resolutions or proposed charges or levies not discoverable by inspection of the books of the owners' corporation, the community and precinct or neighbourhood associations?





FOLIO: 1/378971

SEARCH DATE	TIME	EDITION NO	DATE
4/4/2022	5:52 PM	12	10/3/2017

LAND

LOT 1 IN DEPOSITED PLAN 378971  
AT KINGSCLIFF  
LOCAL GOVERNMENT AREA TWEED  
PARISH OF CUDGEN COUNTY OF ROUS  
TITLE DIAGRAM DP378971

FIRST SCHEDULE

MILLICENT SPORTS MANAGEMENT PTY LTD (T AM212428)

SECOND SCHEDULE (6 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 DP1225494 EASEMENT TO DRAIN WATER 3 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1225494
- 3 DP1225494 EASEMENT TO DRAIN WATER 3 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 DP1214044 EASEMENT TO DRAIN WATER VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP1214044 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (10) IN THE S.88B INSTRUMENT
- 6 DP1214044 EASEMENT FOR FILL LOCATION VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

221426

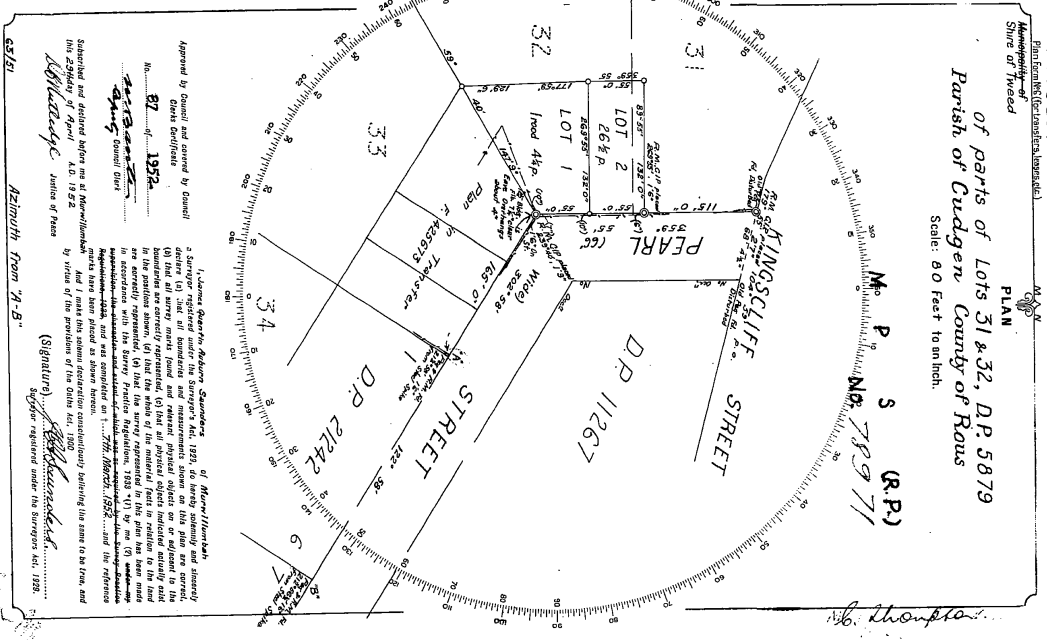
PRINTED ON 4/4/2022

\* 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.

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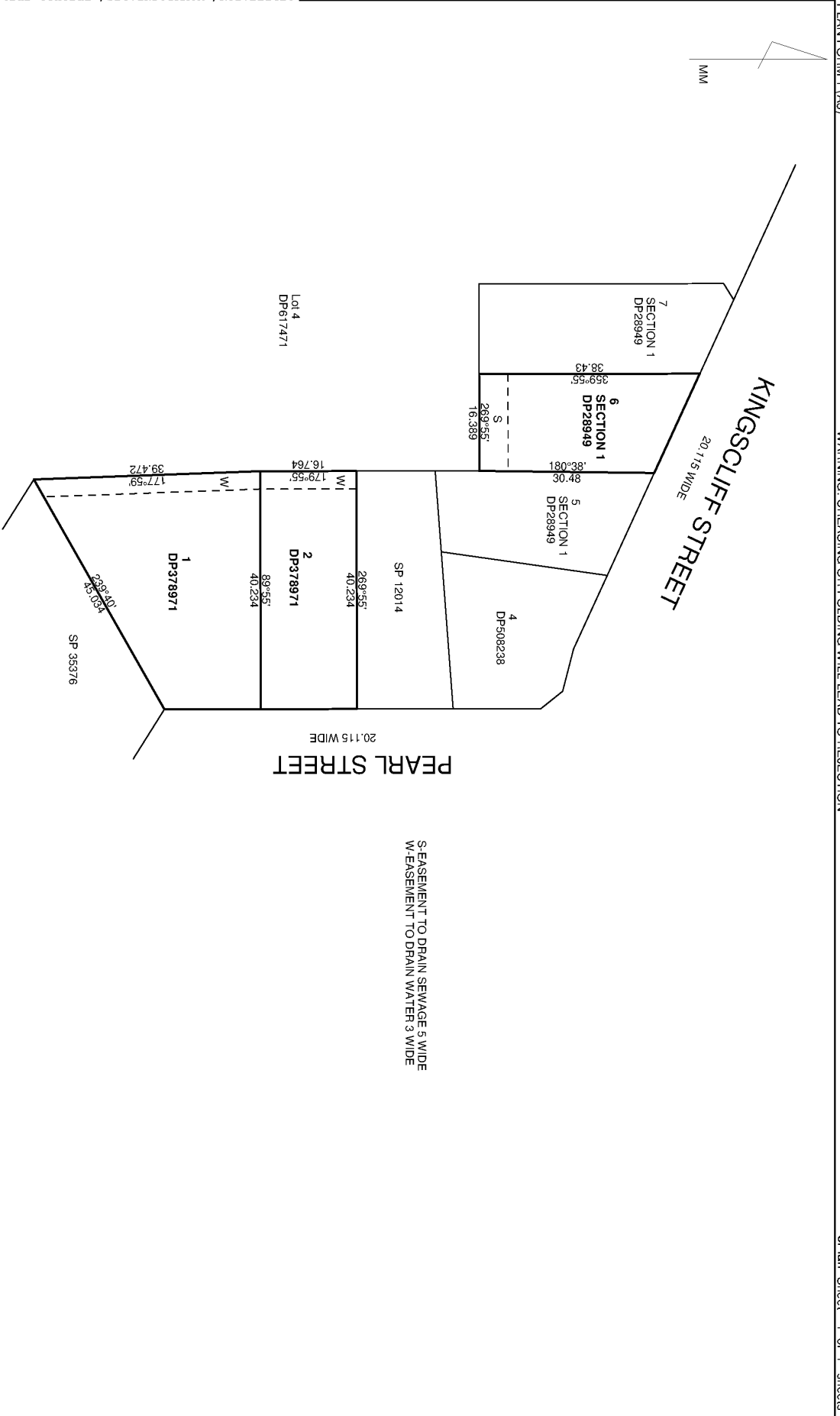


This is the plan marked "A" referred to in Memorandum of Transfer  
 Dated 8th May 1979

CONVERSION TABLE ADDED IN DEPARTMENT OF LANDS	
FEET INCHES	METRES
1 1/4	0.025
1 1/2	0.032
2	0.038
4	0.152
7 1/4	0.184
10	0.254
1 6	0.457
2 7/8	0.533
11 3/8	1.813
55	16.764
66	20.041
66 6 1/2	20.117
66 6 1/2	20.241
75	22.860
75 1 1/2	22.898
75 4 1/4	22.968
75 5 3/4	23.006
80	24.387
80 8	35.052
115 11 1/2	36.087
125	38.100
125 6	38.216
132	40.246
147 9 1/2	45.034
165	50.292
AC RD P	SU M
19 1/2	493.2
20 1/2	518.5
21 1/2	543.9
28 1/2	670.5
1 4 1/4	119

1. Bruce Richard Douglas, Registrar General for New South Wales, certify that this is a true and correct copy of the original plan as shown in the photograph of a document in my custody this 5th day of February, 1979.

1



Surveyor: JOHN LAWRENCE NEWTON Date of Survey: 19/11/2014 Surveyors Ref: 2014241-2014M7100(1831)Comp.	PLAN OF EASEMENT TO DRAIN SEWAGE 5 WIDE ON LOT 6 SECTION 1 DP 28949 AND EASEMENT TO DRAIN WATER 3 WIDE ON LOT 1 DP 378971 AND LOT 2 DP 378971	LGA: TWEED Locality: KINGCLIFF Subdivision No.: — Lengths are in metres. Reduction Ratio 1:600	Registered 18.10.2016	DP1225494
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10	20	30	40	50	60	70	80	90	100	110	120	130	140
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PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

<b>DEPOSITED PLAN ADMINISTRATION SHEET</b>		Sheet 1 of 2 sheet(s)
<p>Registered:  18.10.2016</p> <p>Title System: TORRENS</p> <p>Purpose: EASEMENT</p>	<p>Office Use Only</p> <h1 style="margin: 0;">DP1225494</h1> <p>Office Use Only</p>	
<p><b>PLAN OF EASEMENT TO DRAIN SEWAGE 5 WIDE OVER LOT 6 SECTION 1 DP28949 AND EASEMENT TO DRAIN WATER 3 WIDE OVER LOTS 1 AND 2 IN DP 378971</b></p>	<p>LGA: TWEED</p> <p>Locality: KINGSCLIFF</p> <p>Parish: CUDGEN</p> <p>County: ROUS</p>	
<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I, ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature: .....</p> <p>Date: .....</p> <p>File Number: .....</p> <p>Office: .....</p>	<p style="text-align: center;">Survey Certificate</p> <p style="text-align: center;">JOHN LAWRENCE NEWTON</p> <p>I, ..... of ..... NEWTON DENNY CHAPELLE</p> <p>a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p><i>*(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on .....</i></p> <p><i>*(b) The part of the land shown in the plan (*being lots 1 to 15) was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on 14/11/2014, the part not surveyed was compiled in accordance with that Regulation.</i></p> <p><i>*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012.</i></p> <p>Signature: .....  ..... Dated: 19/11/2014</p> <p>Surveyor ID: .....1729.....</p> <p>Datum Line: .....</p> <p>Type: Urban /Rural</p> <p>The terrain is *Level-Undulating / *Steep-Mountainous.</p> <p><i>*Strike through if inapplicable.</i></p> <p><i>^Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</i></p>	
<p style="text-align: center;">Subdivision Certificate</p> <p>I, .....  <i>*Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</i></p> <p>Signature: .....</p> <p>Accreditation number: .....</p> <p>Consent Authority: .....</p> <p>Date of endorsement: .....</p> <p>Subdivision Certificate number: .....</p> <p>File number: .....</p> <p><i>*Strike through if inapplicable.</i></p>	<p>Statements of intention to dedicate public roads, public reserves and drainage reserves.</p>	
<p>Statements of intention to dedicate public roads, public reserves and drainage reserves.</p>	<p>Plans used in the preparation of survey/compilation.</p> <p>DP 28949 DP378971</p> <p style="text-align: center;">If space is insufficient continue on PLAN FORM 6A</p>	
<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	<p>Surveyor's Reference:2014241-2014M7100(1831)Comp.</p>	


PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

Registered:  18.10.2016 Office Use Only

Office Use Only  
**DP1225494**

**PLAN OF EASEMENT TO DRAIN SEWAGE  
 5 WIDE OVER LOT 6 SECTION 1 DP28949  
 AND EASEMENT TO DRAIN WATER 3 WIDE  
 OVER LOTS 1 AND 2 IN DP 378971**

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

Subdivision Certificate number: .....  
 Date of Endorsement: .....


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

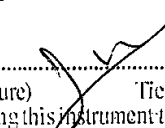
- 1) EASEMENT TO DRAIN SEWAGE 5 WIDE (S)
- 2) EASEMENT TO DRAIN WATER 3 WIDE (W)

*Certified correct for the purposes of the Real Property Act 1900*  
 by **PEARL STREET PROJECT PTY LTD**  
 ACN 160 769 746 BY ITS ATTORNEY  
 ANDREW JOSEPH COSTELLO BOOK 4680 NO 881

*I certify that I am an eligible witness and that the attorney whose signature appears opposite signed this instrument in my presence*  
 Signature of witness: *M Calder*  
 Name of witness: *Michele Calder*  
 Address of witness: *4/2/20 Pearl Street Kingscliff*


Certified correct for the purposes of the Real Property Act, 1900 by the *Bank*  
 SIGNED by *Chintha Ekanwickrama* as attorney for Westpac Banking Corporation under power of attorney registered Book 4299 no. 332

Signature of witness:   
 Name of witness: **Indrayani Ranade**  
 Address of witness: **1 King Street  
 Concord West NSW**

(Signature)   
 Tier Three Attorney  
 By executing this instrument the attorney states that the attorney has received no notice of the revocation of the power of attorney

*\*s117RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation*

Executed by **Henry Vu**  
 as attorney for **QEP Kingscliff Pty Limited**  
 Under Power of Attorney dated 23 September 2014 registered in the Department of Lands Book 208 No 4678 in the presence of:

  
 Signature of Attorney


  
 Signature of witness  
**Michaela Mary Nairn**

Name of witness  
**Level 38, 120 Collins Street, Melbourne VIC 3000**  
 Address of witness

If space is insufficient use additional annexure sheet

Surveyor's Reference: 2014241-2014M7100(1831)Comp.

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

  
 (Sheet 1 of 2 Sheets)

**Plan:** DP1225494      Plan of Easement to Drain Sewage on Lot 6 Section 1 DP 28949 and Easement to Drain Water on Lot 1 in DP378971 and Lot 2 in DP378971.

**Full name and address of owner of the land:** Pearl Street Project Pty Ltd ACN 160 769 746  
 Po Box 5297  
 Brisbane Qld 4000

**Full name and address of mortgagee of land:** Westpac Banking Corporation ABN 33 007 457 141  
 Level 16, 260 Queen Street  
 Brisbane Qld 4000

**Full name and address of mortgagee of land:** QEP Kingscliff Pty Ltd ACN 601 944 030  
 Level 18, 530 Collins Street  
 Melbourne Vic 3000

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement or profit à prendre to be released and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to Drain Sewage 5 wide	Lot 6 Section 1 Deposited Plan 28949	Tweed Shire Council, Lot 4 in Deposited Plan 617471
2	Easement to Drain Water 3 wide	Lot 1 in Deposited Plan 378971  Lot 2 in Deposited Plan 378971	Lot 2 in Deposited Plan 378971, CP/SP12014, Lot 4 in Deposited Plan 617471  Lot 1 in Deposited Plan 378971, CP/SP12014, Lot 4 in Deposited Plan 617471

**Part 2 (Terms)**

**Name of person empowered to release, vary or modify easements numbered 1 and 2 in the plan**


Tweed Shire Council

3  
(Sheet 2 of 7 Sheets)

**Plan:** Plan of Easement to Drain Sewage on Lot 6 Section 1  
**DP1225494** DP 28949 and Easement to Drain Water on Lot 1 in  
DP378971 and Lot 2 in DP378971.

Certified correct for the purposes of the )  
Real Property Act 1900 and executed by )  
the company Pearl Street Project Pty Ltd )  
ACN 160 769 746 pursuant to S.127 of )  
the Corporations Act 2001 )


  
Donald Cormack O'Rorke - Sole Director /  
Secretary

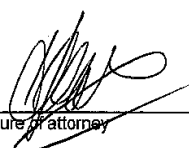
See Annexure 'A'

Westpac Banking Corporation  
ABN 33 007 457 141

Executed by Henry Vuu

as attorney for QEP Kingscliff Pty Limited  
under power of attorney dated 23  
September 2014 registered in the  
Department of Lands Book 808 No 4678 in  
the presence of

  
Signature of witness

  
Signature of attorney

KERRY JANE ARMSTRONG

Name of witness (print)

7175 Eagle St, Brisbane  
Address of witness (print)

Tweed Shire Council by its authorised delegate  
pursuant to s.377 Local Government Act 1993.

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

  
Tweed Shire Council  
General Manager/Authorised Person

LINDSAY McQUINN  
Name of Authorised Person

  
Signature of witness


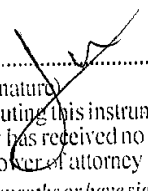
NEA WILSON  
Name of witness

6 CONDOR ST MURWILLUMBAH  
Address of witness



(Sheet 3 of 3 Sheets)

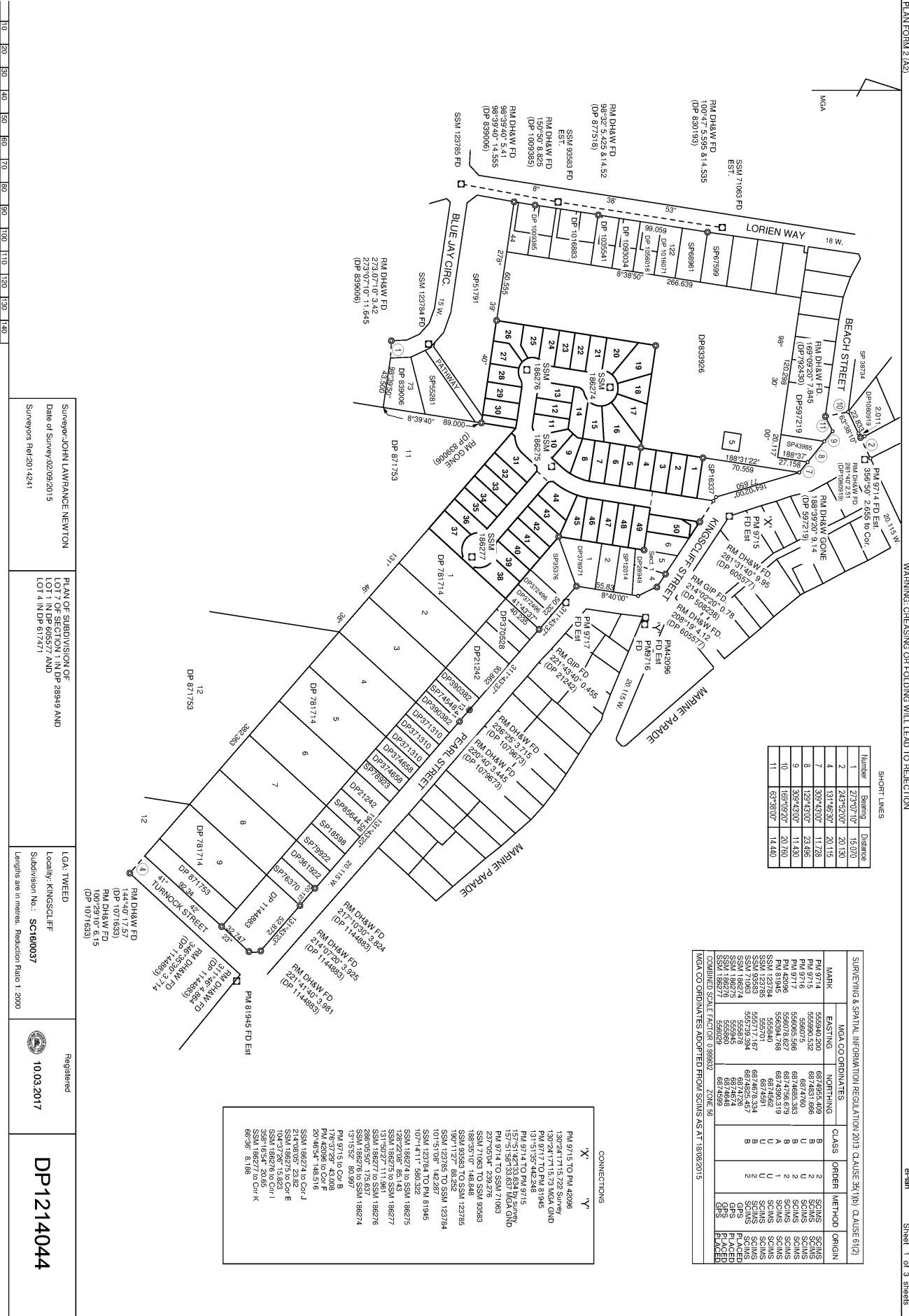
**Plan:** Plan of Easement to Drain Sewage on Lot 6 Section 1  
**DP1225494** DP 28949 and Easement to Drain Water on Lot 1 in  
DP378971 and Lot 2 in DP378971.

I certify that I am an eligible witness and that the attorney whose signature appears opposite signed this instrument in my presence. [See * below]	Certified correct for the purposes of the Real Property Ac: 1900 by the <u>Berk</u> SIGNED by <u>Chintha Ran Wickrama</u> as attorney for Westpac Banking Corporation under power of attorney registered Book 4299 no. 332
Signature of witness: 	
Name of witness: Indrayani Ranade	(Signature) Tier Three Attorney
Address of witness: 1 King Street Concord West NSW	By executing this instrument the attorney states that the attorney has received no notice of the revocation of the power of attorney
*s117RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation	

PLAN FORM 2 (A2)

WARNING: CHEASING OR FOLDING WILL LEAD TO REJECTION

Sheet 1 of 3 sheets



SHORT LINES

Number	Bearing	Distance
1	273°07'07"	15.070
2	243°52'00"	20.130
3	131°46'30"	20.115
4	309°43'07"	11.728
5	129°43'07"	23.486
6	309°43'07"	11.430
7	169°02'07"	20.750
8	169°02'07"	14.440

SURVEYING & SPATIAL INFORMATION REGULATION 2013, CLAUSE 34(1)(b) CLAUSE 51(2)

MARK	MGCA COORDINATES	CLASS	ORDER	METHOD	ORIGIN
PM 9714	55590.4200	EASTING	2	SCIMS	SCIMS
PM 9715	55590.532	NORTHING	2	SCIMS	SCIMS
PM 9716	55607.5		2	SCIMS	SCIMS
PM 42096	55607.827		2	SCIMS	SCIMS
PM 81945	55653.4788		2	SCIMS	SCIMS
SSM 122784	55571.167		2	SCIMS	SCIMS
SSM 18274	55594.5		2	SCIMS	SCIMS
SSM 18275	55594.5		2	SCIMS	SCIMS
SSM 18276	55594.5		2	SCIMS	SCIMS
SSM 18277	55594.5		2	SCIMS	SCIMS
SSM 18278	55594.5		2	SCIMS	SCIMS
SSM 18279	55594.5		2	SCIMS	SCIMS
SSM 18280	55594.5		2	SCIMS	SCIMS
SSM 18281	55594.5		2	SCIMS	SCIMS
SSM 18282	55594.5		2	SCIMS	SCIMS
SSM 18283	55594.5		2	SCIMS	SCIMS
SSM 18284	55594.5		2	SCIMS	SCIMS
SSM 18285	55594.5		2	SCIMS	SCIMS
SSM 18286	55594.5		2	SCIMS	SCIMS
SSM 18287	55594.5		2	SCIMS	SCIMS
SSM 18288	55594.5		2	SCIMS	SCIMS
SSM 18289	55594.5		2	SCIMS	SCIMS
SSM 18290	55594.5		2	SCIMS	SCIMS
SSM 18291	55594.5		2	SCIMS	SCIMS
SSM 18292	55594.5		2	SCIMS	SCIMS
SSM 18293	55594.5		2	SCIMS	SCIMS
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SSM 18295	55594.5		2	SCIMS	SCIMS
SSM 18296	55594.5		2	SCIMS	SCIMS
SSM 18297	55594.5		2	SCIMS	SCIMS
SSM 18298	55594.5		2	SCIMS	SCIMS
SSM 18299	55594.5		2	SCIMS	SCIMS
SSM 18300	55594.5		2	SCIMS	SCIMS

CONNECTIONS

MARK	DESCRIPTION
X	PM 9715 TO PM 42096
X	130°24'13"15.722 S 89°
X	130°24'13"15.73 MGA GND
X	PM 9717 TO PM 81945
X	131°51'35.442 S 248
X	PM 9714 TO PM 9715
X	157°51'58"13.637 MGA GND
X	PM 9714 TO SSM 71063
X	23°05'04" 238.276
X	188°35'07" 148.546 95363
X	SSM 8583 TO SSM 123785
X	190°11'27" 88.252
X	SSM 123785 TO SSM 123784
X	SSM 123784 TO PM 81945
X	107°14'11" 580.322
X	SSM 186274 TO SSM 186275
X	128°22'08" 85.143
X	SSM 186275 TO SSM 186277
X	131°50'27" 111.861 186277
X	SSM 186277 TO SSM 186276
X	SSM 186276 TO SSM 186274
X	131°55'22" 80.997
X	PM 9715 TO Cor B
X	178°57'28" 45.008
X	178°57'28" 45.008
X	20°46'54" 148.516
X	SSM 186274 TO Cor J
X	21°08'05" 22.82
X	SSM 186275 TO Cor E
X	SSM 186276 TO Cor I
X	SSM 186277 TO Cor H
X	SSM 186278 TO Cor K
X	SSM 186279 TO Cor L
X	SSM 186280 TO Cor M
X	SSM 186281 TO Cor N
X	SSM 186282 TO Cor O
X	SSM 186283 TO Cor P
X	SSM 186284 TO Cor Q
X	SSM 186285 TO Cor R
X	SSM 186286 TO Cor S
X	SSM 186287 TO Cor T
X	SSM 186288 TO Cor U
X	SSM 186289 TO Cor V
X	SSM 186290 TO Cor W
X	SSM 186291 TO Cor X
X	SSM 186292 TO Cor Y
X	SSM 186293 TO Cor Z
X	SSM 186294 TO Cor AA
X	SSM 186295 TO Cor AB
X	SSM 186296 TO Cor AC
X	SSM 186297 TO Cor AD
X	SSM 186298 TO Cor AE
X	SSM 186299 TO Cor AF
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X	SSM 186301 TO Cor AH
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X	SSM 186574 TO Cor KV
X	SSM 186575 TO Cor KW
X	SSM 186576 TO Cor KX
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X	SSM 186581 TO Cor LC
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X	SSM 186583 TO Cor LE
X	SSM 186584 TO Cor LF
X	SSM 186585 TO Cor LG
X	SSM 186586 TO Cor LH
X	SSM 186587 TO Cor LI
X	SSM 186588 TO Cor LJ
X	SSM 186589 TO Cor LK
X	SSM 186590 TO Cor LL
X	SSM 186591 TO Cor LM
X	SSM 186592 TO Cor LN
X	SSM 186593 TO Cor LO
X	SSM 186594 TO Cor LP
X	SSM 186595 TO Cor LQ
X	SSM 186596 TO Cor LR

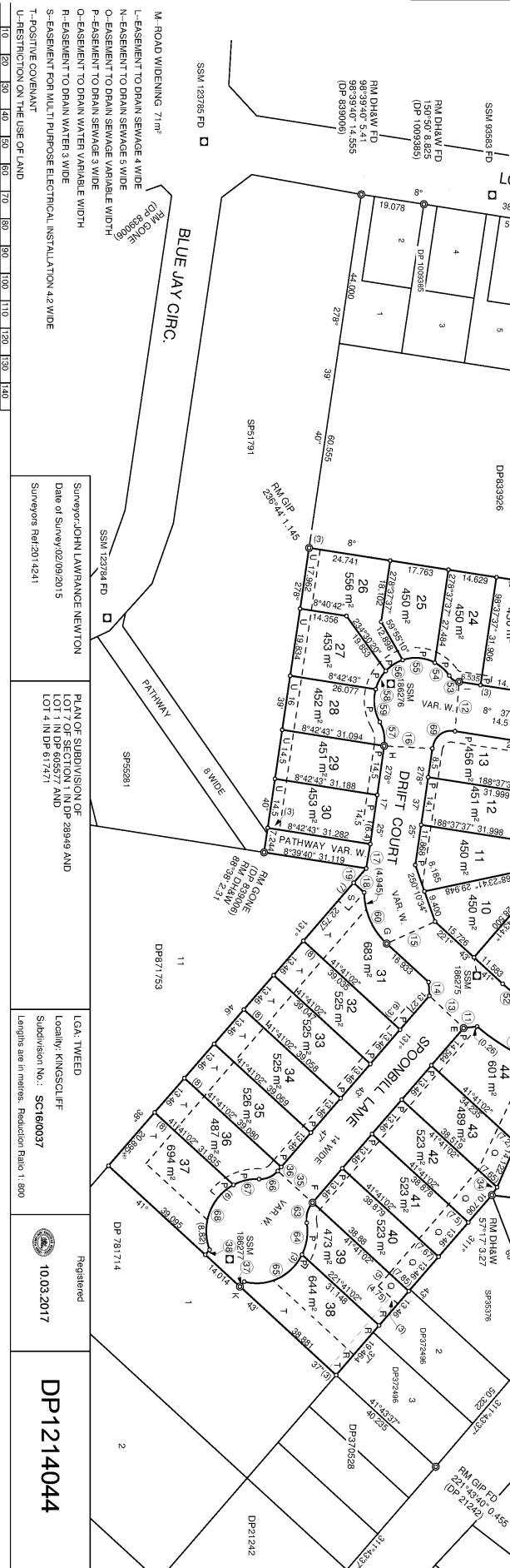
PLAN FORM 2.A2

WARNING: CHEASING OR FOLDING WILL LEAD TO REJECTION

Sheet 2 of 3 sheets

SHORT LINE TABLE			CURVED LINE TABLE				
Number	Bearing	Distance	Number	Chord Bearing	Chord Distance	Arc Length	Radius
1	279°37'50"	4.327	39	57°28'16"	9.064	9.198	15.500
2	189°43'55"	5.655	40	91°28'16"	9.064	9.198	15.500
3	189°43'55"	8.105	41	125°28'16"	9.064	9.198	15.500
4	286°12'58"	18.787	42	22°22'50"	9.626	9.788	15.500
5	87°37'37"	4.179	43	159°28'16"	9.064	9.198	15.500
6	188°43'55"	4.890	44	350°52'05"	7.195	7.261	15.500
7	87°37'37"	3.099	45	251°28'16"	15.101	15.326	15.500
8	41°43'41"	3.470	46	10°06'15"	10.961	11.250	15.500
9	41°43'41"	8.708	47	60°24'41"	7.469	7.543	15.500
10	355°39'45"	4.103	48	221°28'59"	7.597	7.600	15.500
11	94°50'27"	14.001	49	21°28'59"	18.238	18.330	15.500
12	222°28'39"	14.001	50	208°54'05"	24.898	24.898	15.500
13	86°43'44"	4.000	51	36°34'58"	9.461	9.474	52.750
14	358°13'46"	15.535	52	211°23'14"	3.482	3.575	52.750
15	256°02'	14.566	53	40°48'22"	5.769	5.821	12.500
16	279°57'19"	7.218	54	4°35'00"	9.721	9.721	12.500
17	221°46'03"	4.258	55	147°29'10"	6.167	6.232	12.500
18	131°46'38"	5.658	56	79°17'33"	7.136	7.273	10.800
19	304°02'20"	22.257	57	82°42'20"	6.644	6.602	12.500
20	124°02'21"	3.550	58	165°34'00"	16.336	16.879	20.254
21	246°21'00"	3.550	59	189°38'39"	2.167	2.167	16.336
22	158°06'22"	13.218	60	106°29'05"	6.153	6.363	7.100
23	96°39'41"	11.480	61	278°48'53"	9.988	9.954	15.250
24	211°46'21"	9.600	62	335°35'00"	19.120	20.666	15.250
25	98°42'42"	14.500	63	337°10'21"	6.100	6.306	15.250
26	8°40'47"	1.264	64	347°34'22"	7.916	8.007	15.250
27	338°32'40"	18.500	65	290°49'16"	20.293	22.203	15.250
28	38°40'47"	1.264	66	323°37'32"	8.486	8.455	15.250
29	338°32'40"	18.500	67				
30	38°40'47"	1.264	68				
31	338°32'40"	18.500	69				
32	38°40'47"	1.264	69				
33	300°27'00"	17.048					
34	304°19'03"	2.777					
35	221°31'09"	14.000					
36	311°48'47"	1.540					
37	131°48'38"	1.954					
38	131°48'38"	1.954					
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65	131°48'38"	1.954					
66	131°48'38"	1.954					
67	131°48'38"	1.954					
68	131°48'38"	1.954					
69	131°48'38"	1.954					

SCHEDULE OF REFERENCE MARKS		
Mark	Bearing	Distance
A	209°42'	3.835
B	183°07'	8.215
C	149°03'	15.535
D	67°35'	3.366
E	87°08'	11.356
F	100°18'	3.366
G	98°02'	11.125
H	37°39'	11.011
I	40°24'	10.915
J	129°24'	13.552
K	147°07'	4.405
L	171°17'	11.566
M	245°05'	4.005
N	286°59'	11.375
O	227°42'	5.355
P	270°15'	16.633



Surveyor: JOHN LAMBRANCE NEWTON  
 Date of Survey: 02/09/2015  
 Surveyors Ref: 2014/2241

PLAN OF SUBDIVISION OF  
 LOT 1 IN DP 28949 AND  
 LOT 4 IN DP 617471

Local: KINGSCLEF  
 Subdivision No.: SC16/0037

Registered  
 10.03.2017

DP1214044



V-EASEMENT FOR FILL LOCATION VARIABLE WIDTH  
 O-EASEMENT TO DRAIN WATER VARIABLE WIDTH

NOTE EASEMENT FOR FILL LOCATION AND DRAINAGE VARIABLE WIDTH  
 RUNS BETWEEN THE BOUNDARY AND  
 THE OUTER FACE OF THE MASONRY  
 RETAINING WALL.

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

Surveyor: JOHN LANFRANCE NEWTON  
 Date of Survey: 02/09/2015  
 Surveyors Ref: 2014/241

PLAN OF SUBDIVISION OF  
 LOT 1 OF SECTION 1 IN DP 28949 AND  
 LOT 4 IN DP 617471 AND  
 Surveyors Ref: 2014/241

LGA: TWEED  
 Locality: KINGSCLIFF  
 Subdivision No.: SC16/0037  
 Lengths are in metres. Reduction Ratio 1:800

Registered  
 10.03.2017

DP1214044


PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 7 sheet(s)


Registered:  10.03.2017 Title System: TORRENS Purpose: SUBDIVISION <b>PLAN OF SUBDIVISION OF                  LOT 7 OF SECTION 1 IN DP 28949 AND                  LOT 1 IN DP 605577 AND LOT 4 IN DP 617471</b>	Office Use Only <div style="text-align: center; font-size: 2em; font-weight: bold;">DP1214044</div> Office Use Only LGA: TWEED Locality: KINGSCLIFF Parish: CUDGEN County: ROUS																				
<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> I, ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: ..... Date: ..... File Number: ..... Office: .....	<p style="text-align: center;">Survey Certificate</p> I, <u>JOHN LAWRANCE NEWTON</u> of <u>NEWTON DENNY CHAPELLE</u> a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: * <del>(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on <u>02/09/2015</u>.....</del> * <del>(b) The part of the land shown in the plan (being) .....</del> <del>..... was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on,..... the part not surveyed was compiled in accordance with that Regulation.</del> * <del>(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>.</del> Signature: <u>John Lawrance Newton</u> Dated: <u>19/10/2015</u> Surveyor ID: <u>1729</u> Datum Line: <u>X.Y</u> Type: Urban / Rural The terrain is *Level-Undulating / * <del>Steep-Mountainous</del> . *Strike through if inapplicable. ^Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.																				
<p style="text-align: center;">Subdivision Certificate</p> I, <u>Raymond Musgrave</u> *Authorised Person/General Manager/ Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: <u>Raymond Musgrave</u> Accreditation number: ..... Consent Authority: <u>TWEED SHIRE COUNCIL</u> Date of endorsement: <u>9 FEBRUARY 2017</u> Subdivision Certificate number: <u>SC16/0037</u> File number: <u>DA15/0003</u> *Strike through if inapplicable.	Statements of intention to dedicate public roads, public reserves and drainage reserves. IT IS INTENDED TO DEDICATE: DRIFT COURT 14.5 WIDE AND VARIABLE SPOONBILL LANE 14 WIDE AND VARIABLE AND PATHWAY VARIABLE WIDTH AND ROAD WIDENING M TO THE PUBLIC AS ROAD Plans used in the preparation of survey/compilation. <table style="width:100%; border: none;"> <tr> <td>DP 219735</td> <td>DP871753</td> </tr> <tr> <td>DP 28949</td> <td>DP 1009385</td> </tr> <tr> <td>DP378971</td> <td>DP1144883</td> </tr> <tr> <td>DP508238</td> <td>DP 792430</td> </tr> <tr> <td>DP 555554</td> <td>DP 830193</td> </tr> <tr> <td>DP 781714</td> <td>DP 219735</td> </tr> <tr> <td>DP 793925</td> <td>DP 1080919</td> </tr> <tr> <td>DP 833926</td> <td>DP 617471</td> </tr> <tr> <td>DP871753</td> <td>DP 597219</td> </tr> <tr> <td>DP605577</td> <td>DP 1016071</td> </tr> </table> If space is insufficient continue on PLAN FORM 6A	DP 219735	DP871753	DP 28949	DP 1009385	DP378971	DP1144883	DP508238	DP 792430	DP 555554	DP 830193	DP 781714	DP 219735	DP 793925	DP 1080919	DP 833926	DP 617471	DP871753	DP 597219	DP605577	DP 1016071
DP 219735	DP871753																				
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DP 833926	DP 617471																				
DP871753	DP 597219																				
DP605577	DP 1016071																				
Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	Surveyor's Ref: 2014241																				

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

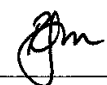
Sheet 2 of 7 sheet(s)

Office Use Only		Office Use Only	
Registered:  10.03.2017	<h1>DP1214044</h1>		
PLAN OF SUBDIVISION OF LOT 7 OF SECTION 1 IN DP 28949 AND LOT 1 IN DP 605577 AND LOT 4 IN DP 617471			
Subdivision Certificate number: <u>SC16/0037</u>		<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"><li>• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2012</i></li><li>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li><li>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i></li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul>	
Date of Endorsement: <u>9 FEBRUARY 2017</u>			

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

- 1) EASEMENT TO DRAIN SEWAGE 5 WIDE
- 2) EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH
- 3) EASEMENT TO DRAIN SEWAGE 3 WIDE
- 4) EASEMENT TO DRAIN SEWAGE 4 WIDE
- 5) EASEMENT TO DRAIN WATER VARIABLE WIDTH
- 6) EASEMENT TO DRAIN WATER 3 WIDE
- 7) EASEMENT FOR MULTI PURPOSE ELECTRICAL INSTALLATION 4.2 WIDE
- 8) POSITIVE COVENANT
- 9) POSITIVE COVENANT
- 10) RESTRICTION ON THE USE OF LAND
- 11) POSITIVE COVENANT
- 12) RESTRICTION ON THE USE OF LAND
- 13) EASEMENT FOR FILL LOCATION VARIABLE WIDTH
- 14) RESTRICTION ON THE USE OF LAND

If space is insufficient use additional annexure sheet




Surveyor's Reference: 2014241

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 7 sheet(s)

Office Use Only  
 Registered:  10.03.2017

Office Use Only

DP1214044

PLAN OF SUBDIVISION OF  
 LOT 7 OF SECTION 1 IN DP 28949 AND  
 LOT 1 IN DP 605577 AND LOT 4 IN DP 617471

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

Subdivision Certificate number: SC16/0037  
 Date of Endorsement: 9 FEBRUARY 2017

Schedule of Council Street Numbering

Lot	Street Number	Street Name	Street Type	Locality
1	2	DRIFT	COURT	KINGSCLIFF
2	4	DRIFT	COURT	KINGSCLIFF
3	6	DRIFT	COURT	KINGSCLIFF
4	8	DRIFT	COURT	KINGSCLIFF
5	10	DRIFT	COURT	KINGSCLIFF
6	12	DRIFT	COURT	KINGSCLIFF
7	14	DRIFT	COURT	KINGSCLIFF
8	16	DRIFT	COURT	KINGSCLIFF
9	18	DRIFT	COURT	KINGSCLIFF
10	20	DRIFT	COURT	KINGSCLIFF
11	22	DRIFT	COURT	KINGSCLIFF
12	24	DRIFT	COURT	KINGSCLIFF
13	26	DRIFT	COURT	KINGSCLIFF
14	28	DRIFT	COURT	KINGSCLIFF
15	30	DRIFT	COURT	KINGSCLIFF
16	32	DRIFT	COURT	KINGSCLIFF
17	34	DRIFT	COURT	KINGSCLIFF
18	41	DRIFT	COURT	KINGSCLIFF
19	39	DRIFT	COURT	KINGSCLIFF
20	37	DRIFT	COURT	KINGSCLIFF
21	35	DRIFT	COURT	KINGSCLIFF
22	33	DRIFT	COURT	KINGSCLIFF
23	31	DRIFT	COURT	KINGSCLIFF
24	29	DRIFT	COURT	KINGSCLIFF
25	27	DRIFT	COURT	KINGSCLIFF
26	25	DRIFT	COURT	KINGSCLIFF
27	23	DRIFT	COURT	KINGSCLIFF
28	21	DRIFT	COURT	KINGSCLIFF
29	19	DRIFT	COURT	KINGSCLIFF

If space is insufficient use additional annexure sheet



Surveyor's Reference 2014241

PLAN FORM 6A (2012)

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 7 sheet(s)

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 Registered:  10.03.2017

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PLAN OF SUBDIVISION OF  
 LOT 7 OF SECTION 1 IN DP 28949 AND  
 LOT 1 IN DP 605577 AND LOT 4 IN DP 617471

DP1214044

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

Subdivision Certificate number: SC16/0037  
 Date of Endorsement: 9 FEBRUARY 2017

Schedule of Council Street Numbering

Lot	Street Number	Street Name	Street Type	Locality
30	17	DRIFT	COURT	KINGSCLIFF
31	2	SPOONBILL	LANE	KINGSCLIFF
32	4	SPOONBILL	LANE	KINGSCLIFF
33	6	SPOONBILL	LANE	KINGSCLIFF
34	8	SPOONBILL	LANE	KINGSCLIFF
35	10	SPOONBILL	LANE	KINGSCLIFF
36	12	SPOONBILL	LANE	KINGSCLIFF
37	14	SPOONBILL	LANE	KINGSCLIFF
38	13	SPOONBILL	LANE	KINGSCLIFF
39	11	SPOONBILL	LANE	KINGSCLIFF
40	9	SPOONBILL	LANE	KINGSCLIFF
41	7	SPOONBILL	LANE	KINGSCLIFF
42	5	SPOONBILL	LANE	KINGSCLIFF
43	3	SPOONBILL	LANE	KINGSCLIFF
44	1	SPOONBILL	LANE	KINGSCLIFF
45	11	DRIFT	COURT	KINGSCLIFF
46	9	DRIFT	COURT	KINGSCLIFF
47	7	DRIFT	COURT	KINGSCLIFF
48	5	DRIFT	COURT	KINGSCLIFF
49	3	DRIFT	COURT	KINGSCLIFF
50	1	DRIFT	COURT	KINGSCLIFF

If space is insufficient use additional annexure sheet



Surveyor's Reference 2014241






PLAN FORM 6A (2012)

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 7 sheet(s)

Office Use Only		Office Use Only	
Registered:  10.03.2017	<h1>DP1214044</h1>		
PLAN OF SUBDIVISION OF LOT 7 OF SECTION 1 IN DP 28949 AND LOT 1 IN DP 605577 AND LOT 4 IN DP 617471			
Subdivision Certificate number: <u>SC16/0037</u>		<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"><li>• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2012</i></li><li>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li><li>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i></li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul>	
Date of Endorsement: <u>9 FEBRUARY 2017</u>			

Executed by Pearl Street Project Pty Ltd  
ACN 160 769 746 by its attorney  
Andrew Joseph Castello Book 4680 NO 881  
in the presence of :  
WITNESS :    
Fiona Wilson  
11 Pearl Street  
Kingscliff NSW 2487

If space is insufficient use additional annexure sheet


Surveyor's Reference: 2014241

PLAN FORM 6A (2012)

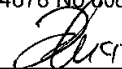
WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 6 of 7 sheet(s)

Office Use Only	Office Use Only
Registered:  10.03.2017	<h1>DP1214044</h1>
PLAN OF SUBDIVISION OF LOT 7 OF SECTION 1 IN DP 28949 AND LOT 1 IN DP 605577 AND LOT 4 IN DP 617471	
Subdivision Certificate number: <u>SC16/0037</u> Date of Endorsement: <u>9 FEBRUARY 2017</u>	This sheet is for the provision of the following information as required: <ul style="list-style-type: none"><li>• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2012</i></li><li>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li><li>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i></li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul>

Executed by Henry Vuu as attorney for QEP  
Kingscliff Pty Limited under power of  
attorney dated 23 September 2014  
registered in the Department of Lands Book  
4678 No.808 in the presence of



Signature of witness



Signature of attorney

Trent Windus



Name of witness (print)

301/50 Burton St, Darlinghurst, NSW 2010

Address of witness (print)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 2014241

PLAN FORM 6A (2012)      WARNING: Creasing or folding will lead to rejection	
<b>DEPOSITED PLAN ADMINISTRATION SHEET</b> Sheet 7 of 7 sheet(s)	
Office Use Only	Office Use Only
Registered:  10.03.2017	<h1>DP1214044</h1>
PLAN OF SUBDIVISION OF LOT 7 OF SECTION 1 IN DP 28949 AND LOT 1 IN DP 605577 AND LOT 4 IN DP 617471	
Subdivision Certificate number: ..... SC16/0037..... Date of Endorsement: ..... 9 FEBRUARY 2017 .....	This sheet is for the provision of the following information as required: <ul style="list-style-type: none"><li>• A schedule of lots and addresses - See 60(c) SSI Regulation 2012</li><li>• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li><li>• Signatures and seals- see 195D Conveyancing Act 1919</li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul>
<p style="text-align: center;">Witnessed by:</p> <p style="text-align: center;"></p> <p style="text-align: center;">RAYMOND HENRY DAY Level 12, 260 Queenst Brisbane Qld. 15 February 2017</p> <p style="text-align: right;">SIGNED by GREGORY EDWARD KETH as attorney for Westpac Banking Corporation ABN 33 007 457 141 under power of attorney registered no. 704554851.</p> <p style="text-align: center;">..... Signature By executing this instrument the attorney states that the attorney has received no notice of the revocation of the power of attorney.</p>	
If space is insufficient use additional annexure sheet	
Surveyor's Reference: 2014241	

ePlan

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

(SHEET 1 OF 13 SHEETS)  
 (Sheet 1 of 10 Sheets)

Plan: **(E)**  
**DP1214044**

Plan of subdivision of Lot 7 of Section 1 in DP28949, Lot 1 in DP605577 and Lot 4 in DP 617471 covered by Subdivision Certificate No. **SL16/0037**

**Full Name and address of the owner of the land:**

Pearl Street Project Pty Ltd ACN 160 769  
 746 of Level 12, 344 Queen Street,  
 Brisbane Queensland 4000

**PART 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement or profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to drain sewage 5 wide	Lots 49, 50	Tweed Shire Council
2	Easement to drain sewage variable width	Lots 1, 21, 48	Tweed Shire Council
3	Easement to drain sewage 3 wide	Lots 1 - 9 (inclusive), Lots 11 - 14 (inclusive), 20, 22 - 49 (inclusive)	Tweed Shire Council
4	Easement to drain sewage 4 wide	Lots 15 - 19 (inclusive).	Tweed Shire Council
5	Easement to drain water variable width	3 19 19 4 5 20 21 22 23 24 25 26 40 41 42	Lot 2, Lot 1 in DP833926 <b>LOT 1 DP 833926</b> <b>LOT 2 DP 372496</b> Lots 2, 3, Lot 1 in DP833926  2, 3, 4, 16, 17, 18, 19  Lot 1 in DP833926  Lot 1 in DP833926  Lot 1 in DP833926  Lot 1 in DP833926  Lot 1 in DP833926  Lot 1 in DP833926  Lot 1 in DP833926, CP/SP51791  Lot 2 in DP372496, Lot 3 in DP372496, Tweed Shire Council  <b>DP 378971</b> Lots 46, 47, 48, 49, Lot 1 in <b>DP 378971</b> , Lot 2 DP <b>378971</b> CP/SP12014, Lot 5 in <b>SEC 1</b> DP28949, Tweed Shire Council <b>DP 378971</b> Lots 46, 47, 48, 49, Lot 1 in <b>2</b> DP378971, Lot 2 DP <b>378971</b> CP/SP12014, Lot 5 in <b>SEC 1</b> DP28949, Tweed Shire Council

SEE

SHEET

2

SHEET 2 ADDED SEE 2017-385 & AM306574 04.05.2017

*e*

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

(SHEET 2 OF 13 SHEETS)  
 (Sheet 1 of 10 Sheets)

Plan: DP1214044  
**DP1214044**

Plan of subdivision of Lot 7 of Section 1 in DP28949, Lot 1 in DP605577 and  
 Lot 4 in DP 617471 covered by Subdivision Certificate No.

**Full Name and address  
 of the owner of the land:**

Pearl Street Projects Pty Ltd ACN 160 769  
 746 of Level 12, 344 Queen Street,  
 Brisbane Queensland 4000

**PART 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement or profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to drain sewage 5 wide	Lots 49, 50	Tweed Shire Council
2	Easement to drain sewage variable width	Lots 1, 21, 48	Tweed Shire Council
3	Easement to drain sewage 3 wide	Lots 1 - 9 (inclusive), Lots 11 - 14 (inclusive), 20, 22 - 49 (inclusive)	Tweed Shire Council
4	Easement to drain sewage 4 wide	Lots 15 - 19 (inclusive).	Tweed Shire Council
5	Easement to drain water variable width	3 4 5 19 20 21 22 23 24 25 26 39 40 41	Lot 2, Lot 1 in DP833926 Lots 2, 3, Lot 1 in DP833926 Lots 2, 3, 4, 16, 17, 18, 19, Lot 1 in DP833926 Lot 1 in DP833926 Lot 1 in DP833926 Lot 1 in DP833926 Lot 1 in DP833926 Lot 1 in DP833926 Lot 1 in DP833926 Lot 1 in DP833926, CP/SP51791 Lot 38, Lot 2 in DP372496, Lot 3 in DP372496, Tweed Shire Council Lots 38, 39, Lot 2 in DP372496, Lot 3 in DP372496, Tweed Shire Council Lots 38, 39, Lot 2 in DP372496, Lot 3 in DP372496, Tweed Shire Council
		42	Lots 38, 39, 45, 46, 47, 48, 49, Lot 1 in DP378971, Lot 2 DP378971, CP/SP12014, Lot 5 in Section 1 in DP28949, Lot 2 in DP372496, Lot 3 in DP372496, Tweed Shire Council

THIS SHEET ADDED SEE 2017-385 & AM306574 04.05.2017





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

(SHEET 4 OF 13 SHEETS)  
 (Sheet 2 of 10 Sheets)

**DP1214044**

Plan: DP1214044

Plan of subdivision of Lot 7 of Section 1 in DP28949, Lot 1 in DP605577 and  
 Lot 4 in DP 617471 covered by Subdivision Certificate No.

		43	Lots 38, 39, 45, 46, 47, 48, 49, Lot 1 in DP378971, Lot 2 in DP378971, CP/SP12014, Lot 5 in Section 1 in DP28949, Tweed Shire Council, Lot 2 in DP372496, Lot 3 in DP372496
		44	Lots 38, 39, 45, 46, 47, 48, 49, Lot 1 in DP378971, Lot 2 in DP378971, CP/SP12014, Lot 5 in Section 1 in DP28949, Lot 2 in DP372496, Lot 3 in DP372496, Tweed Shire Council
		45	Lots 46, 47, 48, 49, Lot 1 in DP378971, Lot 2 in DP378971, CP/SP12014, Lot 5 in Section 1 in DP28949
		46	Lot 1 in DP378971, Lot 2 in DP378971, CP/SP12014, Lot 5 in Section 1 in DP28949, 47, 48, 49
		47	Lots 48, 49, Lot 1 in DP378971, Lot 2 in DP378971, CP/SP12014, Lot 5 in Section 1 in DP28949,
		48	Lot 49, Lot 2 in DP378971, CP/SP12014, Lot 5 in Section 1 in DP28949
		49	CP/SP12014, Lot 5 in Section 1 in DP28949
6	Easement to drain water 3 wide	16 17 18 19 38 39	Lots 17, 18, 19, Lot 1 in DP833926 Lots 18, 19, Lot 1 in DP833926 Lot19, Lot 1 in DP833926 Lot 1 in DP833926 Lot 2 in DP372496, Lot 3 in DP372496 Lot 38, Lot 2 in DP372496, Lot 3 in DP372496
7	Easement for multi-purpose electrical installation 4.2 wide	31	Essential Energy
8	Positive Covenant	Each Lot	Tweed Shire Council
9	Positive Covenant	Lot 31 – 38 (inclusive)	Tweed Shire Council
10	Restriction on the Use of Land	Lots 3, 4, 5, 16 - 26 (inclusive) 38 Lots 39, 40 Lots 45, 46	Lot 1 in DP833926 Lot 2 in DP372496, Lot 3 in DP372496, Lot 1 in DP781714 Lot 2 in DP372496 Lot 1 in DP378971

THIS SHEET ADDED SEE 2017-385 & AM306574 04.05.2017



# DP1214044

ePlan  
~~(Sheet 3 of 10 Sheets)~~  
 (SHEET 5 OF 13 SHEETS)

Plan: Plan of subdivision of Lot 7 of Section 1 in DP28949, Lot 1 in DP605577 and Lot 4 in DP 617471 covered by Subdivision Certificate No. **SC1610037**

<b>SEE</b>		47	Lot 1 in DP378971 and Lot 2 in DP378971
		48	Lot 2 in DP378971, CP/SP12014
		49	CP/SP12014, Lot 5 in DP28949
11	Positive Covenant	Each Lot	Tweed Shire Council
12	Restriction on the Use of Land	Lots 26 - 30 (inclusive)	Tweed Shire Council
13	Easement for Fill Location Variable Width	Lots 3 - 5 (inclusive), 16 - 26 (inclusive) Lots 38 Lots 39, 40 Lots 45, 46 Lot 47 Lot 48 Lot 49	Lot 1 in DP833926 <b>DP 372496</b> Lot 2 in <del>DP35376</del> , Lot 3 in <del>DP35376</del> <b>DP 372496</b> Lot 2 in <del>DP35376</del> <b>DP 372496</b> Lot 1 in DP378971 Lot 1 in DP378971, Lot 2 in DP378971 Lot 2 in DP378971, CP/SP12014 <b>CP/SP12014, 5/1/28949</b> <del>CP/SP378971, 5/28949</del>
14	Restriction on the Use of Land	Each Lot	Every Other Lot

## PART 2 (Terms)

**1. Terms of Easement for multi-purpose electrical installation 4.2 wide numbered 7 in the plan**

Easement for multi-purpose electrical installation on the terms of which are set out in Part C of memorandum number AG189384 registered at the Department of Land and Property Information.

**2. Terms of Positive Covenant numbered 8 in the plan**


Each lot burdened shall be managed as an inner protection area (IPA) as outlined within section 4.1.3 and Appendix 5 of 'Planning for Bushfire Protection 2006' and the NSW Rural Fire Services' document 'Standards for Asset Protection Zones'.

**3. Terms of Positive Covenant numbered 9 in the plan**

3.1 On each lot burdened the area designated (T) on the plan shall be designated as an Asset Protection Zone (APZ).

3.2 On each lot burdened the APZ shall be managed as inner protection area (IPA) as outlined within section 4.1.3 and Appendix 5 of 'Planning for Bushfire Protection 2006' and the NSW Rural Fire Services' document 'Standards for Asset Protection Zones'.

3.3 Water and electricity services are to comply with section 4.1.3 of 'Planning for Bushfire Protection 2006'. The reasons for the imposition of conditions are to minimise any adverse

04.05.2017  
  
 SHEET 6 ADDED SEE 2017-385 & AM306574

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# DP1214044

(Sheet 3 of 10 Sheets)  
 (SHEET 6 OF 13 SHEETS)

Plan: DP1214044

Plan of subdivision of Lot 7 of Section 1 in DP28949, Lot 1 in DP605577 and Lot 4 in DP 617471 covered by Subdivision Certificate No. SC16/0037

		47	Lot 1 in DP378971 and Lot 2 in DP378971
		48	Lot 2 in DP378971, CP/SP12014
		49	CP/SP12014, Lot 5 in Section 1 in DP28949
11	Positive Covenant	Each Lot	Tweed Shire Council
12	Restriction on the Use of Land	Lots 26 - 30 (inclusive)	Tweed Shire Council
13	Easement for Fill Location Variable Width	Lots 3 – 5 (inclusive), 16 – 26 (inclusive)  Lots 38  Lots 39, 40  Lots 45, 46  Lot 47  Lot 48  Lot 49	Lot 1 in DP833926  Lot 2 in DP372496, Lot 3 in DP372496, Lot 1 in DP781714  Lot 2 in DP372496  Lot 1 in DP378971  Lot 1 in DP378971, Lot 2 in DP378971  Lot 2 in DP378971, CP/SP12014  CP/SP12014, Lot 5 Section 1 DP28949
14	Restriction on the Use of Land	Each Lot	Every Other Lot

## PART 2 (Terms)

1. **Terms of Easement for multi-purpose electrical installation 4.2 wide numbered 7 in the plan**  
 Easement for multi-purpose electrical installation the terms of which are set out in Part C of memorandum number AG189384 registered at the Department of Land and Property Information.
2. **Terms of Positive Covenant numbered 8 in the plan**  
 Each lot burdened shall be managed as an inner protection area (IPA) as outlined within section 4.1.3 and Appendix 5 of 'Planning for Bushfire Protection 2006' and the NSW Rural Fire Services' document 'Standards for Asset Protection Zones'.
3. **Terms of Positive Covenant numbered 9 in the plan**
  - 3.1 On each lot burdened the area designated (T) on the plan shall be designated as an Asset Protection Zone (APZ).
  - 3.2 On each lot burdened the APZ shall be managed as inner protection area (IPA) as outlined within section 4.1.3 and Appendix 5 of 'Planning for Bushfire Protection 2006' and the NSW Rural Fire Services' document 'Standards for Asset Protection Zones'.
  - 3.3 Water and electricity services are to comply with section 4.1.3 of 'Planning for Bushfire Protection 2006'. The reasons for the imposition of conditions are to minimise any adverse

ePlan  
~~(Sheet 4 of 10 Sheets)~~  
(SHEET 7 OF 13 SHEETS)

Plan: **DP1214044** Plan of subdivision of Lot 7 of Section 1 in DP28949, Lot 1 in DP605577 and Lot 4 in DP 617471 covered by Subdivision Certificate No. 5C1610037

impact the development may cause and give effect to the objectives of the Environmental Planning and Assessment Act.

**4. Terms of Restriction on the Use of Land numbered 10 in the plan**

- 4.1 No building work, filling or excavation of greater than 0.3 meters in vertical height shall be undertaken within a zone equal to the height of the retaining wall on the lot.
- 4.2 The owner of the lot burdened must maintain the wall in accordance with the requirements for Type 1 walls as defined in *AS4678-2002 Earth Retaining Structures*.
- 4.3 The owner of the lot benefited may at any time the stability of the retaining wall is threatened, enter upon the lot burdened and carry out repairs required to restore the stability and support provided by the retaining wall.

**5. Terms of Positive Covenant numbered 11 in the plan**

All roof water from houses, buildings or structures shall be discharged to an approved infiltration pit located on the burdened lot. The infiltration pit shall be approved by the Principal Certifying Authority.

**6. Terms of Restriction on the Use of Land numbered 12 in the plan**

- 6.1 On each lot burdened is uncontrolled fill located within the area designated (U) on the plan.
- 6.2 No building work shall be carried out on a burdened lot unless any structures or footing designs are drawn or certified by a qualified geotechnical engineer.

**7. Terms of Easement for Fill Location Variable Width numbered 13 in the plan**

- 7.1 The owner of the lot benefited may place fill within the area designated (V) on the plan being the area commencing on the rear boundary of the lot burdened and extending to the outer face edge of the retaining wall but limited to the height of the retaining wall. The owner of the lot benefited may do anything reasonably necessary for the purpose of this easement.
- 7.2 The owner of the lot benefited must not interfere with the retaining wall or support it offers or use the site of this easement in a way which may detract from the stability of the support provided by the retaining wall including:
- 7.3 The owner of the lot burdened must maintain the retaining wall in accordance with the requirements for Type 1 walls as defined in *AS4678-2002 Earth Retaining Structures*.

**8. Terms of Restriction on the Use of Land numbered 14 in the plan**

**8.1 Definitions**

In this restriction PSP means Pearl Street Projects Pty Ltd ACN 160 769 746 of Level 12, 344 Queen Street, Brisbane Queensland 4000

**8.2 Restriction**

- (1) No subdivision of a Lot may take place without the without written consent of PSP which may be withheld or be approved on conditions in the absolute discretion of PSP.
- (2) Temporary Structures must not be erected on a Lot unless associated with the construction of the main dwelling and then only present for the duration of the construction period.

04.05.2017



ITEM 7.2 AND SHEET NUMBERING AMENDED SEE 2017-385 & AM306574

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ePlan

(Sheet 5 of 10 Sheets)  
(SHEET 8 OF 13 SHEETS)

Plan: Plan of subdivision of Lot 7 of Section 1 in DP28949, Lot 1 in DP605577 and  
**DP1214044** Lot 4 in DP 617471 covered by Subdivision Certificate No. **SC16/0037**

- (3) For the benefit of any adjoining land owned by PSP, but only during the ownership thereof by PSP, its successors and assigns (other than purchasers on sale) no fence shall be erected on any lot burdened to divide such lot from the adjoining lot or lots without the consent of PSP provided that such consent shall not be withheld if the fence is erected without expense to PSP; and
- (4) No person shall use any lot burdened for the purpose of a builder's display home without the written consent of PSP which may be withheld or be approved on conditions in the absolute discretion of PSP.
- (5) No advertisement, hoarding, sign or similar structure may be erected or remain on any lot burdened other than one "For Sale" sign which is to be no larger than 1 metre x 75 centimetres without written consent of PSP which may be withheld or be approved on conditions in the absolute discretion of PSP.

### 8.3 Amendments

While PSP remains the owner of a least 1 Lot:

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

### 8.4 Severability

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

9. **Name of person empowered to release, vary or modify the easements numbered 1, 2, 3, 4, 5, 6 and 13, the positive covenant numbered 8, 9 and 11 and restriction on the use of land numbered 10 and 12 in the plan.**

Tweed Shire Council

10. **Name of person empowered to release, vary or modify the easement numbered 7 in the plan.**

Essential Energy

11. **Name of person empowered to release, vary or modify restriction on the use of land numbered 14 in the plan.**

Pearl Street Project Pty Ltd ACN 160 769 746.


04.05.2017  
  
SHEET NUMBERING AMENDED SEE 2017-385 & AM306574

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ePlan  
~~(Sheet 6 of 10 Sheets)~~  
(SHEET 9 OF 13 SHEETS)

Plan: Plan of subdivision of Lot 7 of Section 1 in DP28949, Lot 1 in DP605577 and  
Lot 4 in DP 617471 covered by Subdivision Certificate No. SC1610037  
**DP1214044**

Executed by Tweed Shire Council )  
by its authorised delegate pursuant )  
to s.377 Local Government Act 1993 )  
in the presence of )

  
\_\_\_\_\_  
Signature of Witness

MICK DENNY  
\_\_\_\_\_  
Name of Witness

TUMBULGUM ROAD, MURWILLUMBAH, NSW, 2484.  
\_\_\_\_\_  
Address of Witness

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

Raymond Musgrave  
\_\_\_\_\_  
Name of delegate

04.05.2017  
  
SHEET NUMBERING AMENDED SEE 2017-385 & AM306574



ePlan  
(Sheet 7 of 10 Sheets)  
(SHEET 10 OF 13 SHEETS)

Plan: Plan of subdivision of Lot 7 of Section 1 in DP28949, Lot 1 in DP605577 and Lot 4 in DP 617471 covered by Subdivision Certificate No. **SC 1610037**  
**DP1214044**

Executed by Pearl Street Project Pty )  
Ltd ACN 160 769 746 )

*e*

by its duly authorised attorney Andrew Joseph Costello  
registered in the Department of Lands Book: 4680 No: 881

*[Handwritten Signature]*

Signature of Witness

**FIOWA WILSON**

Name of Witness

**48 VULCAN STREET, KINGSCLIFF**  
Address of Witness **NSW 2487.**

04.05.2017  
SHEET NUMBERING AMENDED SEE 2017-385 & AM306574



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ePlan

(Sheet 8 of 10 Sheets)  
(SHEET 11 OF 13 SHEETS)

Plan: DP1214044 Plan of subdivision of Lot 7 of Section 1 in DP28949, Lot 1 in DP605577 and Lot 4 in DP 617471 covered by Subdivision Certificate No. 16/0037

Executed by Essential Energy by its )  
duly authorised person under power )  
of attorney Book 4641 No 640 in the )  
presence of 4693 330 )

*J*

Signature of attorney  
Tony Leary  
Manager Property, Fleet, Procurement & Logistics  
Name and title of attorney  
Essential Energy

Signature of Witness

**RAELENE MYERS**

Name of Witness P202504  
35 Grant Street  
Port Macquarie 2444

Signature of attorney

Address of Witness

Name and title of attorney

SHEET NUMBERING AMENDED SEE 2017-385 & AM306574 04.05.2017



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ePlan

~~(Sheet 9 of 10 Sheets)~~  
(SHEET 12 OF 13 SHEETS)

Plan: DP1214044 Plan of subdivision of Lot 7 of Section 1 in DP28949, Lot 1 in DP605577 and Lot 4 in DP 617471 covered by Subdivision Certificate No. ~~SC16/0037~~

Executed by Westpac Banking Corporation

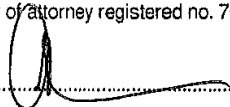
Witnessed By:



RAYMOND HENRY DAY  
Level 12, 260 Queen St  
Brisbane Qld.

15 February 2017

SIGNED by GREGORY EDWARD KETH as attorney for Westpac Banking Corporation ABN 33 007 457 141 under power of attorney registered no. 704554851.



Signature

By executing this instrument the attorney states that the attorney has received no notice of the revocation of the power of attorney.

04.05.2017



SHEET NUMBERING AMENDED SEE 2017-385 & AM306574

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ePlan  
(Sheet 10 of 10 Sheets)  
(SHEET 13 OF 13 SHEETS)

Plan: Plan of subdivision of Lot 7 of Section 1 in DP28949, Lot 1 in DP605577 and Lot 4 in DP 617471 covered by Subdivision Certificate No. **SC 16/0037**  
**DP1214044**

Executed by Henry Vuu as attorney for QEP Kingscliff Pty Limited under power of attorney dated 23 September 2014 registered in the Department of Lands Book 4678 No in the presence of

[Signature]  
Signature of witness

[Signature]  
Signature of attorney

Trent Windus  
Name of witness (print)

301/50 Burton St, Darlinghurst, NSW, 2010  
Address of witness (print)

04.05.2017  
SHEET NUMBERING AMENDED SEE 2017-385 & AM306574

REGISTERED  10.03.2017

*C*



# Planning Certificate under Section 10.7 (formerly Section 149)

*Environmental Planning and Assessment Act, 1979*

Land No. 20111

**Applicant:** Tweed Coast Conveyancing  
Suite B, 1 Pearl Street  
KINGSCLIFF NSW 2487

**Certificate No:** ePlanCer22/0961  
**Date of Issue:** 05/04/2022  
**Fee Paid:** \$53.00  
**Receipt No:**

**Your Reference:**  
**eCustomer Reference:** 221426 Millicent  
**Property Description:** Lot 1 DP 378971; No. 90 Pearl Street KINGSCLIFF

*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) 2020

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 B4 - West Kingscliff  
Section B9 - Tweed Coast Strategy

Section B26 - Kingscliff 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 R3 Medium Density Residential**

**1 Objectives of zone**

- To provide for the housing needs of the community within a medium density residential environment.
- To provide a variety of housing types within a medium 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**

Attached dwellings; Boarding houses; Child care centres; Community facilities; Group homes; Home industries; Multi dwelling housing; Neighbourhood shops; Places of public worship; Respite day care centres; Roads; Seniors housing; Any other development not specified in item 2 or 4

**4 Prohibited**

Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Boat building and repair facilities; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Entertainment facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Farm stay accommodation; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Marinas; Moorings; Mortuaries; Open cut mining; Passenger transport facilities; Public administration buildings; Registered clubs; Research stations; Restricted premises; Rural industries; Rural workers' dwellings; Service stations; Sex services premises; Storage premises; 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 R3 Table]

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

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

**Item 2(f) - Critical Habitat:**

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

**Item 2(g) - Conservation Area:**

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

**Item 2(h) - Item of Environmental Heritage:**

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

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

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

**ITEM 3**

**Complying Development**

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

**"Schedule 4 Planning certificates**

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

**Subdivisions Code (Strata Subdivision)**

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

**Demolition Code**

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

**Commercial and Industrial Alterations Code**

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

**Housing Code, Rural Housing Code, Low Rise Housing Diversity Code & Greenfield Housing Code**

No. Complying Development under the Housing Code, Rural Housing Code, Low Rise Housing Diversity Code & Greenfield Housing Code may not be carried out on this land. The land is affected by specific land exemptions:

\* land identified on an Acid Sulfate Soils Map as being Class 1 or Class 2

**Housing Alterations Code and General Development Code**

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

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

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

\* land identified on an Acid Sulfate Soils Map as being Class 1 or Class 2

### 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](http://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

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### ITEM 4A - REPEALED

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### ITEM 4B

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#### 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

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#### 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 2 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) *If the land or part of the land is within the flood planning area and subject to flood related development controls.*
- (2) *If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.*
- (3) *In this clause –*  
**flood planning area** *has the same meaning as in the Floodplain Development Manual.*  
**Floodplain Development Manual** *means the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.*  
**probable maximum flood** *has the same meaning as in the Floodplain Development Manual*

### Item 7A(1-3)

- (1) The land is a flood control lot. Council is aware that the land or part of the land is within the flood planning area and subject to flood related development controls. Flood related development controls, such as the Tweed Local Environmental Plans and minimum floor levels, are prescribed by Development Control Plan Section A3 - Development of Flood Liable Land. Property Flood Reports that provide general flood risk information for this land are available on Council's website.

### Floodplain Risk Management Study

The subject land is situated within the low flow area under the Tweed Valley Floodplain Risk Management Study (and Draft Plan) 2005 - Part 2 Planning Controls for High Flow Areas dated August 2006.

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

## ITEM 8

### Land Reserved for Acquisition:

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

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

## ITEM 9

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### 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 7 - West Kingscliff

Section 94 Plan No 11 - Tweed Shire Library Facilities

Section 94 Plan No 12 - Bus Shelters

Section 94 Plan No 13 - Eviron Cemetery

Section 94 Plan No 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

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### 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

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### 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

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### 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

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### 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 NSW 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 NSW 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 NSW 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 NSW Environment Protection Authority (EPA) that the land is the subject of an ongoing maintenance order within the meaning of the Contaminated Land Management Act 1997.

#### **(e) Site Audit Statement**

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

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

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

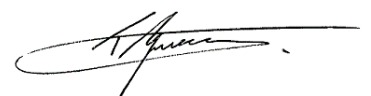
*When information pursuant to Section 10.7(5) is requested, the Council is under no obligation to furnish any particular information pursuant to that Section. The absence of any reference to any matters affecting the land shall not imply that the land is not affected by any matter not referred to in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

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

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

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

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



**TROY GREEN**  
**GENERAL MANAGER**

Per .....

Council Reference: DD22/0569  
Your Reference:  
eCustomer Reference: 221426 Millicent



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

5 April 2022

Tweed Coast Conveyancing  
Suite B, 1 Pearl Street  
KINGSCLIFF NSW 2487

[tsc@tweed.nsw.gov.au](mailto:tsc@tweed.nsw.gov.au)  
[www.tweed.nsw.gov.au](http://www.tweed.nsw.gov.au)



PO Box 816  
Murwillumbah NSW 2484

Please address all communications  
to the General Manager

ABN: 90 178 732 496

Dear Sir/Madam

**Sewer Diagram**  
**Lot 1 DP 378971; No. 90 Pearl Street KINGSCLIFF**

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

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

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

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

Yours faithfully

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

**Denise Galle**  
**MANAGER BUILDING AND ENVIRONMENTAL HEALTH**

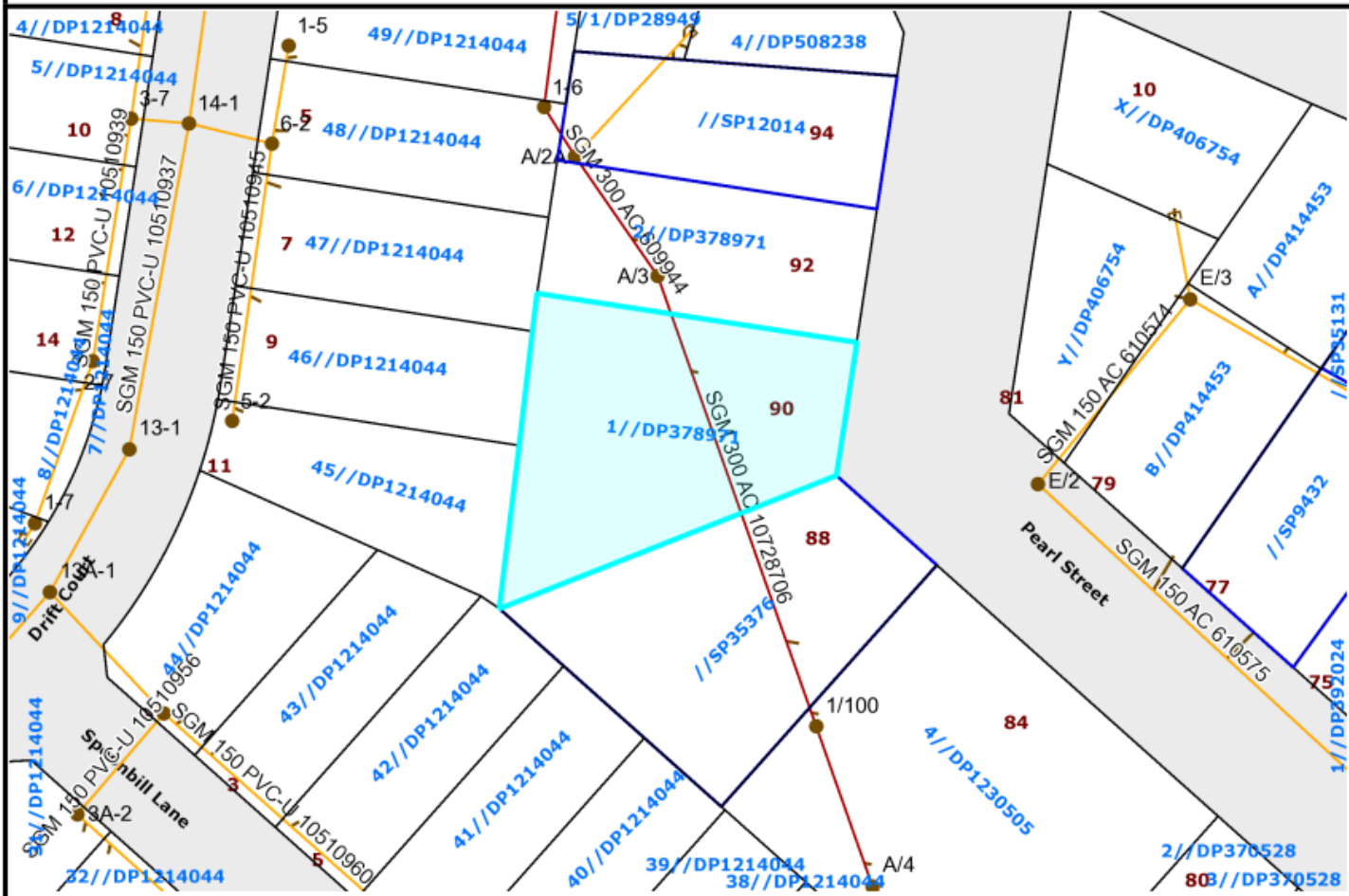
Enclosure



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

### Sewer Network Report

Owners: Millicent Sports Management Pty Ltd Lot & DP: 1//378971  
Land No: 20111



**Sewer Node**

- Air Vac Release
- Bypass Kit
- Boundary Kit
- End Cap
- Flushing Point
- Open Valve
- Public Manhole
- Private Property Pump
- Public Property Pump
- Pump Station Public
- Pump Station Private
- SRM Manhole
- Metering Point
- Emergency Storage Tanks
- Rodding Eye
- Scour Valve
- Lamphole
- Vacuum Chamber
- Vent Stack
- Reducer

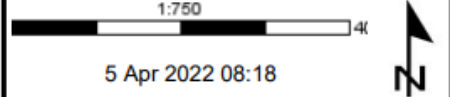
**Sewer Vacuum Mains**

- Pipe Diameter 0 - 100mm
- Pipe Diameter 110 - 160mm
- Sewer Rising Mains Location
- Sewer Gravity Mains Location
- 0 - 200
- 225 - 600
- 700 - 900
- Sewer Service Connection
- Sewer DSP
- Sewer Basin

Civic and Cultural Centre  
 3 Tumbulgum Road  
 (PO Box 816)  
 Murwillumbah NSW 2484

T | (02) 6670 2400 | 1300 292 872 F | (02) 6670 2429  
 W | www.tweed.nsw.gov.au

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5 Apr 2022 08:18

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