

# Contract for the sale and purchase of land 2019 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW DAN:</b>
vendor's agent	<b>LS Properties Pty Ltd</b> <b>PO Box 1487, KINGSCLIFF NSW 2487</b>	<b>Phone: 0408 337 122</b> <b>Ref: Leanne Morris</b>
co-agent		
vendor		
vendor's solicitor	<b>The Conveyancing Leaders Pty Ltd</b> <b>31 Bay Street, Tweed Heads NSW 2485</b> <b>PO Box 441, Tweed Heads NSW 2485</b>	<b>Phone: 07 5513 1644</b> <b>Email:</b> <b>kim@theconveyancingleaders.com.au</b> <b>Fax: 07 5513 1655</b> <b>Ref: KW:EG:220659</b>
date for completion	<b>day after the contract date</b>	(clause 15)
land (address, plan details and title reference)	<b>734 Casuarina Way, Casuarina, New South Wales 2487</b> <b>Registered Plan: Lot 12 Plan DP 1027531</b> <b>Folio Identifier 12/1027531</b>	

improvements  VACANT POSSESSION  subject to existing tenancies

HOUSE  garage  carport  home unit  carspace  storage space

none  other: **Garden Shed**

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

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

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

buyer's agent

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

**GST AMOUNT (optional)**

The price includes  
 GST of: \$

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

\_\_\_\_\_  
**purchaser**  JOINT TENANTS  tenants in common  in unequal shares

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

**Choices**

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

**Nominated Electronic Lodgment Network (ELN)** (clause 30): \_\_\_\_\_

**Electronic transaction** (clause 30)  no  YES

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

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

**Land tax** is adjustable  NO  yes

**GST: Taxable supply**  NO  yes in full  yes to an extent

Margin scheme will be used in making the taxable supply  NO  yes

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

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

Purchaser must make a **GSTRW payment** (GST residential withholding payment)  NO  yes (if yes, vendor must provide further details)

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

**GSTRW payment (GST residential withholding payment) – further details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch address (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

## List of Documents

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

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

THESE ARE THE SPECIAL CONDITIONS ANNEXED TO CONTRACT FOR SALE OF  
LAND DATED THE \_\_\_\_\_ DAY OF \_\_\_\_\_

BETWEEN \_\_\_\_\_ (the Vendor)

And \_\_\_\_\_ (the Purchaser)

**1. Agent**

The Purchaser warrants that he was not introduced to the property or to the Vendor 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 shall indemnify the Vendor, to the intent that this indemnity shall not merge or be extinguished on completion of this Contract, against any claim for commission by any real estate agent or other person arising out of any such introduction of the Purchaser and against all claims and expenses of and incidental to the defence and determination of any such claim made against the Vendor.

**2. Notice to Complete**

Notwithstanding any rule of law or equity to the contrary, it is expressly agreed between the Vendor and the Purchaser that any notice to complete given by either party to the other party under this Contract shall be sufficient as to time if a period of 14 days from the date of service of the Notice is allowed for completion. The party that issues the Notice to complete shall also be at liberty to withdraw such Notice to Complete and re-issue another one at anytime.

**3. Delay**

Clause 10.1 is amended to also include after the word "terminate" the words "nor delay settlement".

Clause 16.12 is deleted.

**4. Death or Liquidation**

Without in any way limiting, negating or restricting any rights or remedies which would have been available to either party at law or in equity had this clause not been included should either party (and if more than one person comprises that first party then any one of them) prior to completion:

- (a) die or become mentally ill or be declared bankrupt, then the other party may rescind this Contract by notice in writing to the first party's Solicitor and thereupon this Contract shall be at an end and the provisions of clause 19 shall apply; or
- (b) a company have a petition for its winding up presented or enter into any scheme of arrangement with its creditors or have a liquidator receiver or official manager of it appointed, then the first party shall be in default under this Contract.

## 5. Interest

If this Contract is not completed by the completion date, then in addition to any other right that the Vendor may have under this Contract or otherwise the Purchaser shall on completion (which expression shall in this special condition include cancellation, rescission or termination) of this Contract:

- (a) pay to the Vendor interest on the balance of the purchase price and any other monies payable by the Purchaser to the Vendor under this Contract;
- (b) the rate of interest is 10% per annum calculated from and including the completion date up to the date on which completion actually occurs on daily rests;
- (c) the obligation of the Purchaser to pay interest to the Vendor is an essential term of this Contract and is agreed that this amount is a genuine pre-estimate of the Vendor's loss of interest for the purchase money and liability for rates and outgoings: and
- (d) if completion of this Contract is delayed solely as a result of the Vendor default interest is not to be charged for the period during which completion was delayed solely for this reason.

## 6. Inclusions - State of Repair

The Purchaser must accept the furnishings and chattels in their present condition and state of repair. The Vendor is not liable for any loss (other than loss due to the act or default of the Vendor), mechanical breakdown or fair wear and tear in respect of such items occurring after the date of this Contract.

## 7. Electronic Communication

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

Execution by either or both of the parties to the Contract of a facsimile or email copy of this Contract and transmission by facsimile or email of a copy of the Contract executed by that party or their Solicitors to the other party or the other party's Solicitor shall constitute a valid and binding execution of this Contract by such party or parties.

For the purposes of Electronic Transactions Act 1999 (Cth) and Electronic Transactions Act 2000 (NSW) each of the parties consents to receiving and sending the Contract electronically.

## 8. Covid-19

For the benefit of both parties, should either party:

- (a) Contract the Covid-19 virus;
- (b) be placed in isolation in their property;
- (c) directed to self-isolate in their property;
- (d) need to care for an immediate member of their household or family in the property who is directly affected by matters (a)-(c) above,
- (e) be placed in a Federal, State or Local Government mandated lockdown,

then the parties agree that the following provisions shall apply:

- (i) Either party cannot issue a Notice to Complete on the other party until such time that the person or persons have been medically cleared by a general practitioner or

other specialist and are permitted to leave their property or the lockdown period has ceased;

- (ii) Completion shall take place within fourteen (14) days from the date which either party is permitted to leave their property.
- (iii) It is an essential term of this contract that if the vendor is seeking the benefit of this clause, he shall thoroughly disinfect the property prior to completion. For the purpose of clarity, thoroughly disinfect includes, but is not limited to, vacuuming carpets, cleaning air conditioning filters and using disinfectant products to clean door handles, light switches, hard surfaces, remote controls, windows, appliances and mop floors.



FOLIO: 12/1027531

SEARCH DATE	TIME	EDITION NO	DATE
20/6/2022	12:30 PM	7	22/9/2018

LAND

LOT 12 IN DEPOSITED PLAN 1027531  
AT KINGSCLIFF  
LOCAL GOVERNMENT AREA TWEED  
PARISH OF CUDGEN COUNTY OF ROUS  
TITLE DIAGRAM DP1027531

FIRST SCHEDULE

ALAN JOHN SCHWARZ (T AK767629)

SECOND SCHEDULE (7 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 DP1027531 EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE, 4 WIDE, 20 WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 3 DP1027531 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (9) IN THE S.88B INSTRUMENT
- 4 DP1027531 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (11) IN THE S.88B INSTRUMENT
- 5 DP1027531 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (12) IN THE S.88B INSTRUMENT
- 6 DP1027531 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (13) IN THE S.88B INSTRUMENT
- 7 AK767630 MORTGAGE TO SOUTHERN CROSS CREDIT UNION LTD

NOTATIONS

UNREGISTERED DEALINGS: NIL

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



As mortgagee under mortgage No. 715/05 and 715/06, I hereby Authorisation by limited and 05/01/2005 (reverts to the Registrar-General)

*[Signature]*  
DIRECTOR

Winged Authorisation by limited ACN 008 617 203  
By its duly appointed attorney  
*[Signature]*  
Partner, Minter Ellison Lawyers  
Level 19, 100 Queen Street, Brisbane  
(I have no notice of revocation of this power of attorney)



Director: *[Signature]*  
Secretary: Anne Estlin  
18/5/01

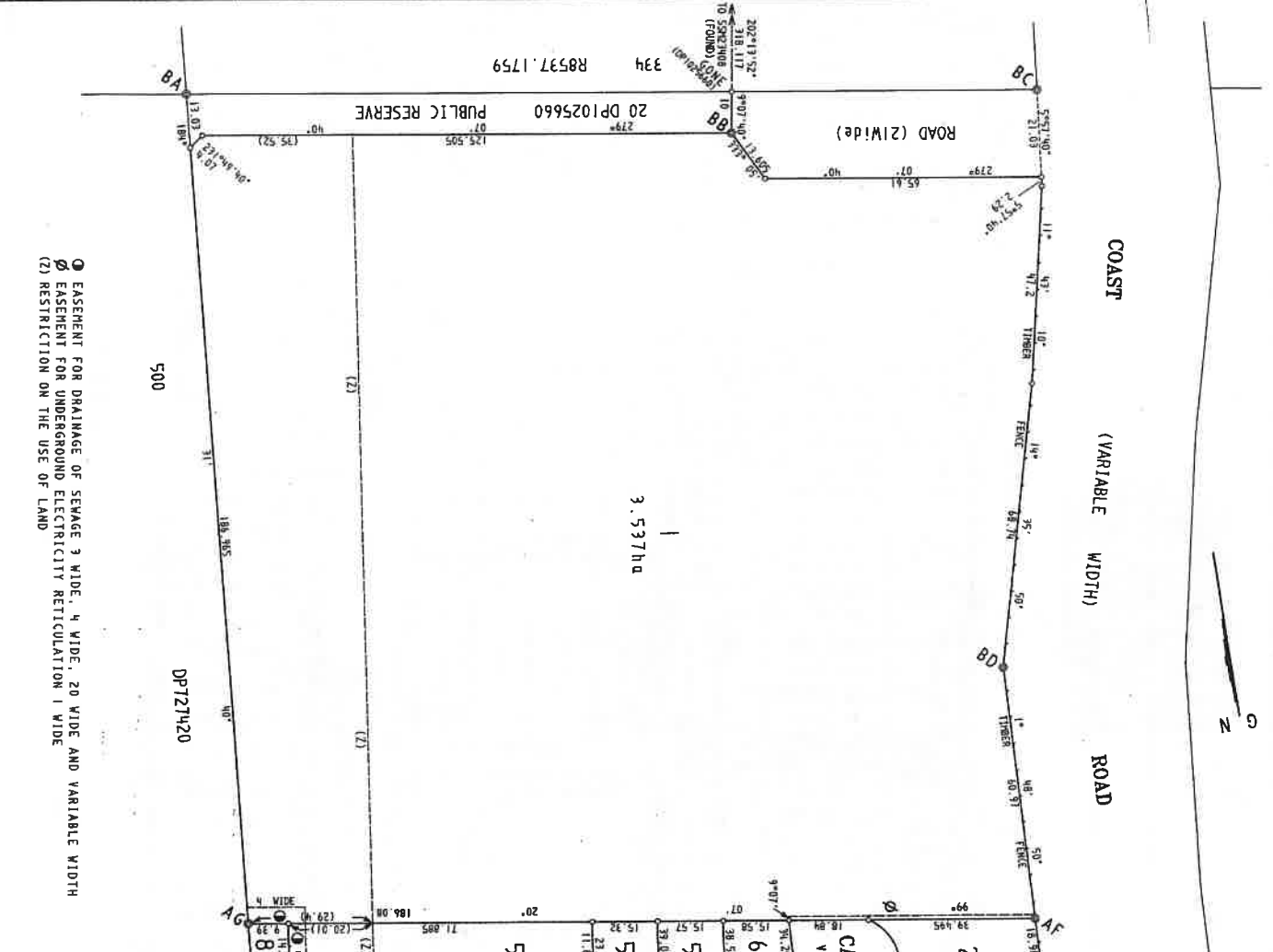
Crown Lands Office Approval

PLM APPROVED  
Land Title  
Paper No.  
Field Book

Subdivision Certificate  
I certify that the provisions of s. 190 of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed SUBDIVISION  
(Insert Subdivision or Reg No.)

Authorised Officer  
General Manager, Queensland Survey Department  
Date of issue: 11 May 2001  
Authorisation No. C12151  
File No. DA11801458, P118  
I shall make a copy of this plan in the Land Titles Office, if such a copy is required as an electronic or digital format approved by the Registrar-General.

Public Address if applicable  
SURVEYORS REFERENCE: A878/64 (CHECKLIST)



500  
DP127420  
EASEMENT FOR DRAINAGE OF SEWER 3 WIDE, 4 WIDE, 20 WIDE AND VARIABLE WIDTH  
(2) RESTRICTION ON THE USE OF LAND

CDR FROM	BEARING	DISTANCE	PLAN REF
AF GI PIPE	245°32'	1.5	
AG OHM IN PAIR	99°07'	2.075	DP127420
BA GI PIPE FD	7°48'	1	
BB GI PIPE	200°56'	1.23	DP1014470
BC GI PIPE FD	285°00'	0.795	DP1025660
BD GI PIPE FD	63°25'	2.06	DP1014470

MARK	NCA COORDINATES	ZONE	CLASS	ORDER
SP02303	555093.593	50	B	U
SP02307	555093.593	50	B	U
SP02308	555609.013	50	B	U

SOURCE: NCA COORDINATES ADAPTED FROM SURVEYOR GENERAL'S DEPARTMENT  
DATED 14 FEBRUARY 2001

DP1027531

Registered: 08/03/2000  
CA: SEE CERTIFICATE  
Title System: TORRENS  
Purpose: SUBDIVISION  
Ref Map: X 5460-1, X5467-7  
Last Plan:

PLAN OF SUBDIVISION OF  
LOTS 2, 3 & 4 IN DP1014470,  
LOT 19 IN DP1022418 &  
LOT 21 IN DP1025660

Lengths are in metres. Reduction Ratio: 1:800  
L G A: TWEED SHIRE  
Locality: KINGSCLIFF  
Parish: CUDGEN  
County: ROUS

This is sheet 1 of plan in 4 sheets.  
(Order of appearance)

Survey Certificate  
I, KENNETH GEORGE BUCKLEY  
of the Survey Department, do hereby certify that the survey was made in accordance with the Surveyors (Practice) Regulation 1976 and was completed on 28 MARCH 2001.  
The survey relates to LOTS 1 - 07, NEW ROADS AND EASEMENTS  
Operator: *[Signature]*  
Survey registered under the Survey Act 1978.  
Date: 18th May 2001 (CROSS-SHEET 4, Area Suburban)

Plans used in preparation of survey:  
DP127420  
DP1014470  
DP1022418  
DP1025660

PANEL FOR USE ONLY for statement of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

IT IS INTENDED TO DEDICATE TO THE PUBLIC AS ROAD:-  
CLERMONT DRIVE,  
CASUARINA WAY,  
HARPER COURT,  
BEASON COURT,  
BOZIER COURT,  
CHAFFIELD COURT,  
GILLETT COURT,  
ROAD 20 WIDE & PATHWAYS 5 WIDE.

IT IS INTENDED TO CREATE LOT 81 & LOT 82 AS PUBLIC RESERVE.

(CONTINUED SHEET 2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION





- 1 EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE, 4 WIDE, 20 WIDE AND VARIABLE WIDTH
- 2 EASEMENT FOR DRAINAGE OF WATER 4 WIDE AND VARIABLE WIDTH
- 3 EASEMENT FOR UNDERGROUND ELECTRICITY RETICULATION 1 WIDE
- (2) RESTRICTION ON THE USE OF LAND

FROM	TO	BEARING	DISTANCE
SSM123533	SSM123534	20°49'50"	77.233
SSM123534	SSM123535	27°44'58"	91.518
SSM123535	SSM123536	7°59'00"	86.453
SSM123536	SSM123537	41°09'41"	128.210
SSM123537	SSM123538	177°18'38"	104.983
SSM123538	SSM123539	278°17'19"	87.959
SSM123539	SSM123540	185°51'26"	86.759
SSM123540	SSM123541	278°38'19"	84.986
SSM123541	SSM123542	181°16'22"	91.446

Plan Drawing only to appear in this space

NO.	BEARING	DISTANCE	ARC	RADIUS
8	(D) 226°01'20"	48.385	50.5	50
9	(D) 192°20'	8.3	8.31	50
10	(D) 211°44'	13.2	6.56	50
11	(D) 237°51'	2.92	2.93	9
12	(D) 191°49'	2.92	3.395	9
13	(D) 211°44'	3.315	3.395	9
14	(D) 172°19'	19.15	21.895	12.5
15	(D) 49°56'	5.41	5.495	9
16	(D) 49°56'	5.41	5.495	9
17	(D) 319°56'	5.41	5.495	9
18	(D) 320°16'	5.67	5.65	9
19	(D) 322°25'	5.67	5.65	9
20	(D) 322°25'	5.65	5.65	9
21	(D) 191°18'	12.195	12.28	30
22	(D) 194°00'	20.63	24.725	30
23	(D) 194°00'	8.75	8.75	30
24	(D) 187°16'40"	1.5	1.5	30
25	(D) 187°16'40"	1.5	1.5	30
26	(D) 187°16'40"	1.5	1.5	30
27	(D) 187°16'40"	1.5	1.5	30
28	(D) 187°16'40"	1.5	1.5	30
29	(D) 187°16'40"	1.5	1.5	30
30	(D) 187°16'40"	1.5	1.5	30
31	(D) 187°16'40"	1.5	1.5	30
32	(D) 187°16'40"	1.5	1.5	30
33	(D) 187°16'40"	1.5	1.5	30
34	(D) 187°16'40"	1.5	1.5	30
35	(D) 187°16'40"	1.5	1.5	30
36	(D) 187°16'40"	1.5	1.5	30

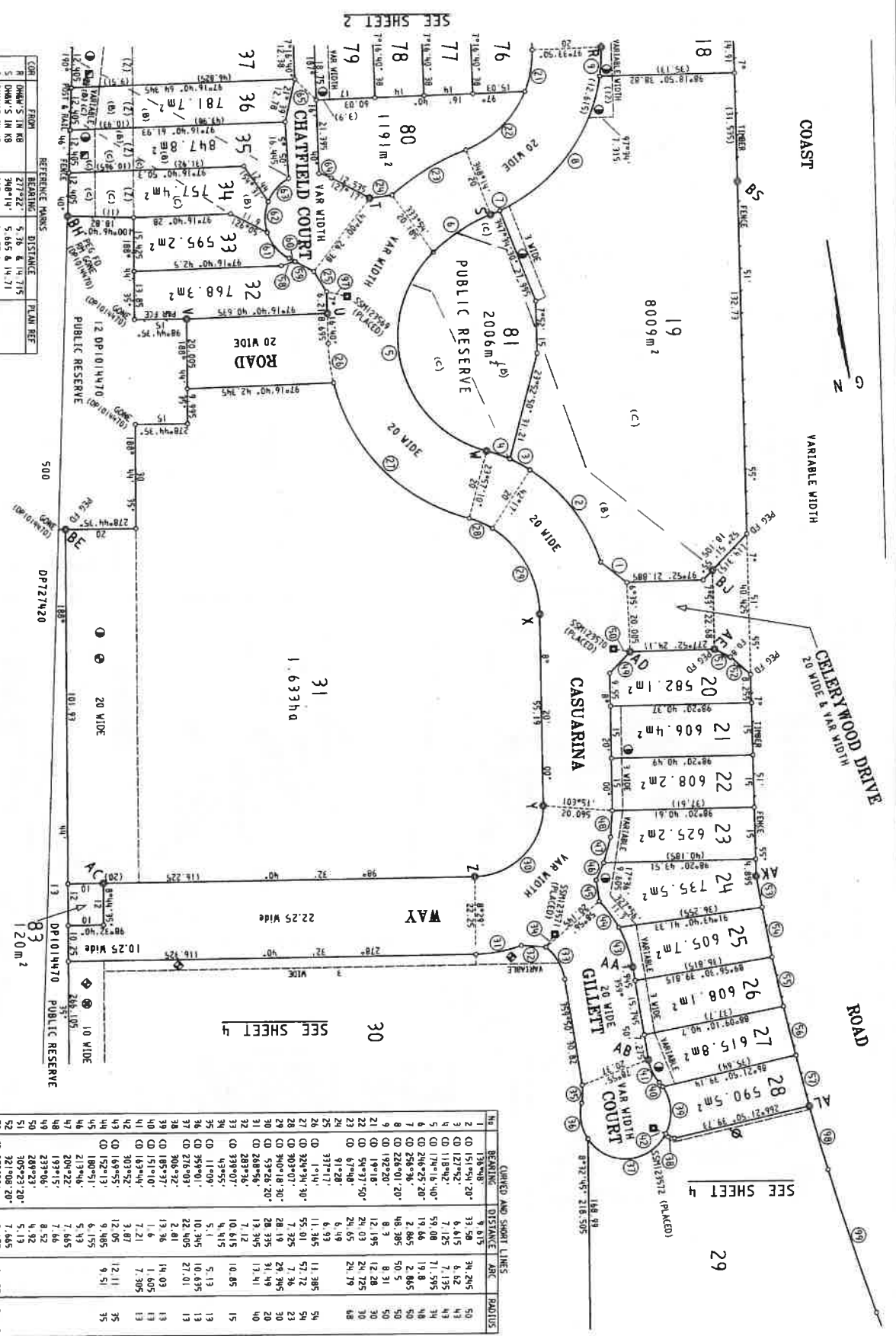
NO.	FROM	BEARING	DISTANCE	PLAN REF.
A	DRW S IN 88	252°01'17"	5.125 & 15.84	
B	DRW S IN 88	187°24'17"	3.07 & 11.115	
C	DRW S IN 88	187°17'17"	1.005 & 12.43	
D	DRW S IN 88	97°17'17"	1.005 & 12.105	
E	DRW S IN 88	97°17'17"	1.005 & 11.885	
F	DRW S IN 88	97°17'17"	1.005 & 11.885	
G	DRW S IN 88	187°17'17"	3.275 & 10.115	
H	DRW S IN 88	187°54'17"	3.00 & 10.91	
I	DRW S IN 88	277°24'17"	5.315	
J	DRW S IN 88	275°24'17"	5.39 & 14.75	
K	DRW S IN 88	187°24'17"	3.00 & 11.03	
L	DRW S IN 88	187°17'17"	3.21 & 10.885	
M	DRW S IN 88	97°17'17"	1.95 & 11.775	
N	DRW S IN 88	97°17'17"	1.795 & 11.615	
O	DRW S IN 88	277°22'17"	5.36 & 14.715	
P	DRW S IN 88	277°22'17"	5.36 & 14.715	
Q	DRW S IN 88	277°22'17"	5.36 & 14.715	
R	DRW S IN 88	277°22'17"	5.36 & 14.715	
S	DRW S IN 88	277°22'17"	5.36 & 14.715	
T	DRW S IN 88	277°22'17"	5.36 & 14.715	
U	DRW S IN 88	277°22'17"	5.36 & 14.715	
V	DRW S IN 88	277°22'17"	5.36 & 14.715	
W	DRW S IN 88	277°22'17"	5.36 & 14.715	
X	DRW S IN 88	277°22'17"	5.36 & 14.715	
Y	DRW S IN 88	277°22'17"	5.36 & 14.715	
Z	DRW S IN 88	277°22'17"	5.36 & 14.715	
AA	DRW S IN 88	277°22'17"	5.36 & 14.715	
AB	DRW S IN 88	277°22'17"	5.36 & 14.715	
AC	DRW S IN 88	277°22'17"	5.36 & 14.715	
AD	DRW S IN 88	277°22'17"	5.36 & 14.715	
AE	DRW S IN 88	277°22'17"	5.36 & 14.715	
AF	DRW S IN 88	277°22'17"	5.36 & 14.715	
AG	DRW S IN 88	277°22'17"	5.36 & 14.715	
AH	DRW S IN 88	277°22'17"	5.36 & 14.715	
AI	DRW S IN 88	277°22'17"	5.36 & 14.715	
AJ	DRW S IN 88	277°22'17"	5.36 & 14.715	
AK	DRW S IN 88	277°22'17"	5.36 & 14.715	

Registered DP1027531  
 This is sheet 2 of the plan of 4 sheets  
 dated 28 March 2001

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

(CONTINUED FROM SHEET 1)  
 PURSUANT TO SECTION 80B OF THE CONVEYANCING ACT, 1919, AS AMENDED IT IS INTENDED TO:-  
 CREATE:  
 1 EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE, 4 WIDE, 20 WIDE AND VARIABLE WIDTH.  
 2 EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE, 6 WIDE, 10 WIDE AND VARIABLE WIDTH.  
 3 EASEMENT FOR DRAINAGE OF WATER 4 WIDE AND VARIABLE WIDTH.  
 4 EASEMENT FOR DRAINAGE OF WATER 4 WIDE.  
 5 EASEMENT FOR DRAINAGE OF WATER 10 WIDE, 20 WIDE AND VARIABLE WIDTH.  
 6 RIGHT OF CARRIAGE WAY 10 WIDE AND 20 WIDE.  
 7 EASEMENT FOR UNDERGROUND ELECTRICITY RETICULATION 1 WIDE  
 8 RESTRICTION ON THE USE OF LAND  
 9 RESTRICTION ON THE USE OF LAND  
 10 RESTRICTION ON THE USE OF LAND  
 11 RESTRICTION ON THE USE OF LAND  
 12 RESTRICTION ON THE USE OF LAND  
 13 RESTRICTION ON THE USE OF LAND  
 14 RESTRICTION ON THE USE OF LAND  
 RELEASE:  
 1 RIGHT OF CARRIAGEWAY 20 METRES WIDE & VARIABLE (DP1014470).  
 2 EASEMENT TO DRAIN SEWAGE 3 WIDE (DP1014470).  
 3 EASEMENT FOR DRAINAGE AND SERVICES 20 WIDE (DP1014470).

Reduction Ratio 1:800  
 SWIREG'S REFERENCE: A678/77A (CHECKLIST)



CR	FROM	BEARING	DISTANCE	PLAN REF
R	DRAWN IN NB	277°22'	5.36 & 14.715	
S	DRAWN IN NB	340°14'	5.665 & 14.71	
T	DRAWN IN NB	227°00'	4.255 & 22.16	
U	DRAWN IN NB	107°17'	6.675 & 13.275	
V	DRAWN IN NB	180°45'	8.88 & 19.63	
W	DRAWN IN NB	209°57'	4.835 & 15.695	
X	DRAWN IN NB	121°21'	4.805 & 15.67	
Y	DRAWN IN NB	103°51'	6.865 & 17.785	
Z	DRAWN IN NB	188°29'	6.535 & 15.69	
AA	DRAWN IN NB	268°50'	4.63 & 15.69	
AB	DRAWN IN NB	258°29'	9.495 & 16.13	
AC	DRAWN IN NB	278°29'	9.495 & 16.13	
AD	DRAWN IN NB	6°35'	2.735 & 17.15	
AE	DRAWN IN NB	7°53'	0.275 & 19.19	
AF	DRAWN IN NB	350°25'	1.44	
AG	STAKE PRIT	37°17'	29.255	
AH	DRAWN IN PLAN	180°39'	4.51	
AI	DRAWN IN PLAN	200°47'	8.49	
AJ	STAKE PRIT 50	52°13'	18.255	
AK	STAKE PRIT	97°52'	3.165	

- ① EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE, 4 WIDE, 20 WIDE AND VARIABLE WIDTH
- ② EASEMENT FOR DRAINAGE OF WATER 3 WIDE, 6 WIDE, 10 WIDE AND VARIABLE WIDTH
- ③ EASEMENT FOR DRAINAGE OF WATER 4 WIDE AND VARIABLE WIDTH
- ④ EASEMENT FOR DRAINAGE OF WATER 20 WIDE
- ⑤ EASEMENT FOR DRAINAGE OF WATER 10 WIDE, 20 WIDE AND VARIABLE WIDTH
- ⑥ EASEMENT FOR UNDERGROUND ELECTRICITY RETICULATION 1 WIDE
- ⑦ RESTRICTION ON THE USE OF LAND

FROM	TO	BEARING	DISTANCE
SSN123569	SSN123565	177°36'30"	104.803
SSN123569	SSN123568	221°03'41"	126.453
SSN123569	SSN123570	332°20'07"	127.258
SSN123570	SSN123571	21°04'03"	83.409
SSN123571	SSN123572	342°12'55"	62.452
SSN123572	SSN23007	3°53'45"	593.264
SSN23007	SSN123565	15 ON SHEET 4	
SSN123565	SSN123568	15 ON SHEET 2	
SSN123568	SSN123571	15 ON SHEET 2	
SSN123571	SSN123572	15 ON SHEET 2	
SSN123572	SSN23007	15 ON SHEET 4	

No	BEARING	DISTANCE	ARC	RADIUS	
1	134°48'	9.619	34.245	50	
2	CD 151°59'20"	33.96	6.62	43	
3	CD 127°42'	6.615	7.135	43	
4	CD 118°42'	7.125	7.335	43	
5	CD 124°16'40"	59.00	19.845	48	
6	CD 256°25'20"	19.66	2.865	50	
7	CD 256°25'20"	48.385	50.5	50	
8	CD 122°20'	8.3	8.31	50	
9	CD 149°18'	12.195	12.28	30	
21	CD 54°37'50"	26.03	24.725	30	
22	CD 81°28'	26.65	24.79	48	
23	CD 81°28'	26.65	24.79	48	
24	CD 371°11'	6.335	11.385	54	
25	CD 371°11'	55.01	57.72	54	
26	CD 302°07'30"	7.375	7.375	23	
27	CD 302°07'30"	28.19	28.395	30	
28	CD 302°07'30"	28.395	31.49	20	
30	CD 53°26'20"	13.305	13.41	40	
31	CD 268°56'	7.12	10.85	15	
32	CD 287°36'	10.615	10.85	15	
33	CD 389°07'	4.415	5.13	13	
34	CD 43°55'	5.1	10.635	13	
35	CD 11°09'	10.345	27.01	13	
36	CD 359°01'	22.405	27.01	13	
37	CD 276°09'	2.81	14.03	13	
38	CD 306°32'	13.36	1.6	1.605	13
39	CD 185°37'	7.21	7.395	13	
40	CD 151°10'	1.6	7.395	13	
41	CD 163°44'	3.87	12.11	35	
42	CD 303°52'	12.05	9.51	35	
43	CD 169°55'	6.195	6.195	35	
44	CD 152°13'	6.195	6.195	35	
45	CD 180°51'	5.13	5.13	35	
46	CD 213°46'	7.665	7.665	35	
47	CD 202°22'	7.665	7.665	35	
48	CD 193°15'	8.52	8.52	35	
49	CD 237°06'	4.92	4.92	35	
50	CD 289°23'	5.13	5.13	35	
51	CD 305°23'20"	7.665	7.665	35	
52	CD 321°06'20"	9.155	9.155	35	
53	CD 358°29'	14.595	14.595	35	
54	CD 357°33'	14.5	14.5	35	
55	CD 356°24'	14.475	14.475	35	
56	CD 355°16'	15.01	15.01	35	
57	CD 359°06'	4.175	4.175	35	
58	CD 183°07'	6.08	6.08	35	
59	CD 121°17'	2.73	2.73	35	
60	CD 121°17'	8.62	8.62	35	
61	CD 191°04'	8.82	8.82	35	
62	CD 230°04'	3.865	3.865	35	
63	CD 184°04'	8.75	8.75	35	
64	CD 184°04'	18.95	18.95	35	
65	CD 184°04'	18.95	18.95	35	
66	CD 184°04'	18.95	18.95	35	
67	CD 184°04'	18.95	18.95	35	
68	CD 184°04'	18.95	18.95	35	
69	CD 184°04'	18.95	18.95	35	
70	CD 184°04'	18.95	18.95	35	

Plan Drawing only to appear in this space

Registered: DP1027531 - 06/3/5/2001

This is sheet 3 of the plan of 4 sheets dated 28 MARCH 2001

Survey required under the Survey Act 1928

This is sheet 3 of the plan of 4 sheets covered by Subdivision Certificate No 412 of 01

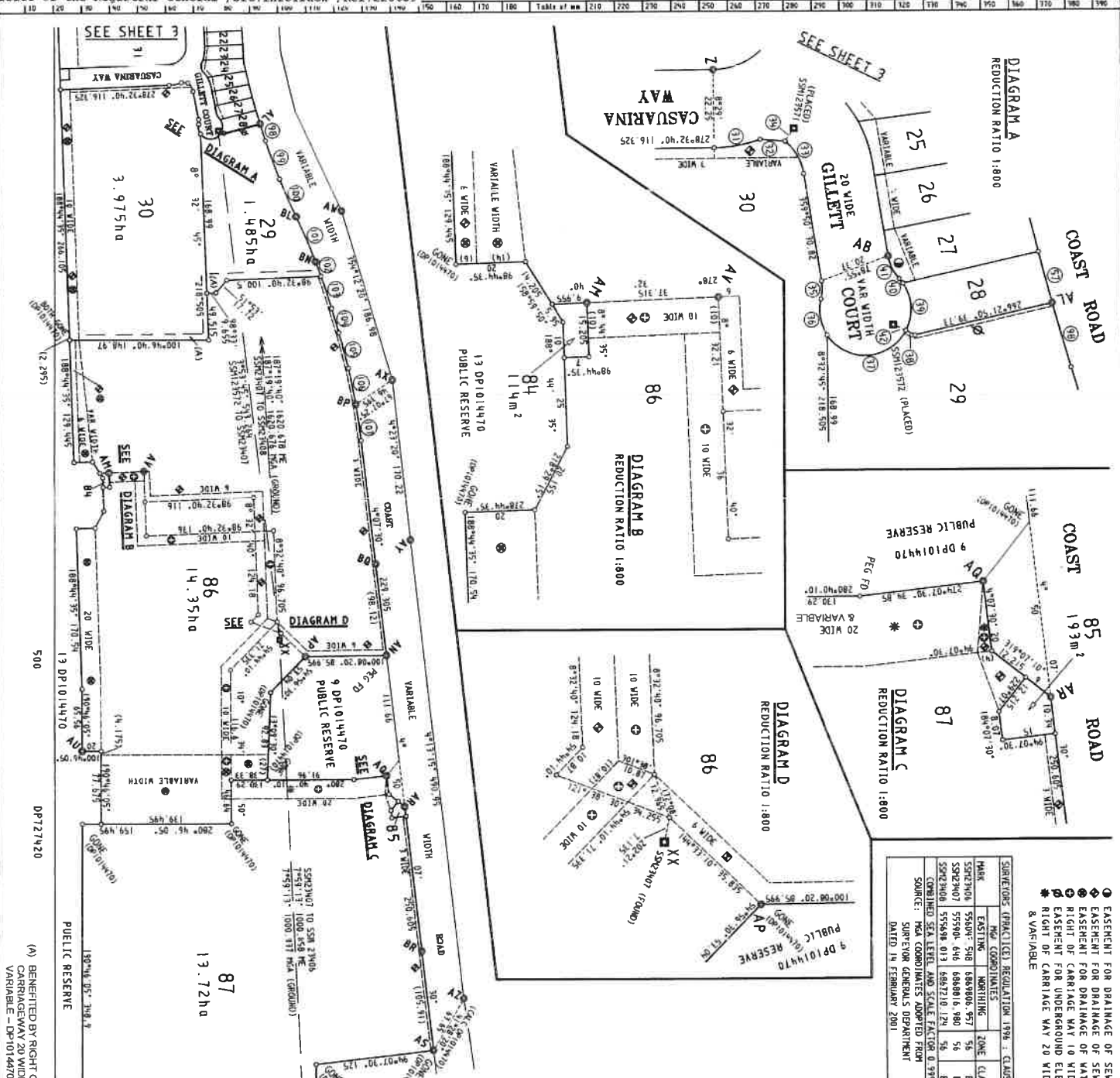
Authorised Registrar:

Detail indicated is applicable

For use where space is insufficient in my plan on Plan Form 2.

Reduction Ratio 1:800

SURVEYORS REFERENCE: A878/9A (CHECKLIST)



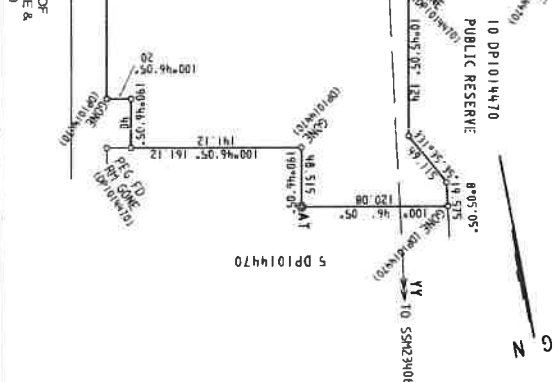
MARK	NO. COORDINATES	ZONE	CLASS	ORDER
SSP2300	55509.508	688908.957	58	B
SSP2307	55590.646	6888016.980	58	B
SSP2308	555898.013	6887210.124	58	B

COMBINED SEA LEVEL AND SCALE FACTOR 0.99837  
SOURCE: MGA COORDINATES ADAPTED FROM SURVEYOR GENERAL'S DEPARTMENT  
DATED 14 FEBRUARY 2001

- ① EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE, 4 WIDE, 20 WIDE AND VARIABLE WIDTH
- ② EASEMENT FOR DRAINAGE OF WATER 10 WIDE, 20 WIDE AND VARIABLE WIDTH
- ③ RIGHT OF CARRIAGE WAY 10 WIDE AND 20 WIDE
- ④ EASEMENT FOR UNDERGROUND ELECTRICITY RETICULATION 1 WIDE
- \* RIGHT OF CARRIAGE WAY 20 WIDE (DP1014470) & VARIABLE

NO.	BEARING	DISTANCE	MARK	NOTES
31	CO 288°30'	17.955	13.541	40
32	CO 58°23'	7.12	10.05	15
33	CO 39°35'	5.13	10.635	13
34	CO 119°09'	10.305	22.01	13
35	CO 59°00'	22.005	13	13
36	CO 226°03'	2.81	13.36	13
37	CO 185°37'	13.36	14.03	13
38	CO 151°10'	7.21	7.395	13
39	CO 163°34'	3.87	15.01	728.5
40	CO 303°52'	15.01	18.85	728.5
41	CO 352°06'	18.85	43.265	728.5
42	CO 350°19'45"	43.265	43.265	728.5
43	CO 346°55'35"	52.515	52.515	671.5
44	CO 347°27'55"	16.505	16.505	671.5
45	CO 350°25'	36.025	36.025	671.5
46	CO 354°11'20"	26.815	38.815	671.5
47	CO 355°50'40"	38.815	38.815	671.5
48	CO 359°09'25"	38.815	38.815	671.5
49	CO 2°28'10"	38.815	671.5	

FROM	TO	BEARING	DISTANCE	PLAN REF.
7	DMW'S IN 88	180°29'	6.575 & 17.785	
8	DMW'S IN 88	256°55'	4.03 & 16.13	
9	DMW'S IN 88	317°17'	29.295	
10	DMW'S IN 88	8°33'	1.5	
11	DMW'S IN 88	100°00'	1.23	
12	DMW'S IN 88	280°00'	2.125	
13	DMW'S IN 88	184°00'	1.21	
14	DMW'S IN 88	94°00'	1.5	
15	DMW'S IN 88	94°00'	1.5	
16	DMW'S IN 88	190°51'	1.16	
17	DMW'S IN 88	101°00'	4.88	
18	DMW'S IN 88	8°33'	1.5	
19	DMW'S IN 88	212°42'	1.14	
20	DMW'S IN 88	92°29'	1.05	
21	DMW'S IN 88	108°37'	0.835	
22	DMW'S IN 88	75°13'	1.5	
23	DMW'S IN 88	62°57'	22.185	
24	DMW'S IN 88	65°06'	21.575	
25	DMW'S IN 88	94°08'	21.575	
26	DMW'S IN 88	94°08'	21.66	



Reduction Ratio 1:3000

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

Registered: **DP1027531** 31.5.2001

This is sheet 4 of the plan of 4 sheets covered by Subdivision Certificate No. 412 of 01.

Authorised Person: *[Signature]*

State of New South Wales

Surveyor General's Department

Dated 28 MARCH 2001

Instrument setting out terms of Easements or Profits á 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 16 sheets)

# DP1027531

Subdivision covered by Council's  
 Certificate No C12 of 2001

Full name and address of  
 owner of the land:

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

Full name and address of  
 mortgagee of the land:

Westpac Administration Pty Limited ACN 008  
 617 203 of Westpac Legal, Level 5, 1 Farrell  
 Place, Canberra, ACT, 2600

Investment Management Australia Limited ACN  
 088 366 867 of Level 5, Comalco Place, 12  
 Creek Street, Brisbane, Qld, 4000

## Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit á prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited Lot(s), bodies or Prescribed Authority:
1	Easement for drainage of sewage 3 wide, 4 wide, 20 wide and variable width.	1 to 19 (inclusive), 21 to 27 (inclusive), 31, 34 to 63 (inclusive), 68 to 72 (inclusive), 77 to 79 (inclusive)	Tweed Shire Council
2	Easement for drainage of sewage 3 wide, 6 wide, 10 wide and variable width.	30, 86, 87	Tweed Shire Council
3	Easement for drainage of water 4 wide and variable width.	34 to 57 (inclusive)  34 35 36 37 38 39 40 41 42 43 44 45	Tweed Shire Council  35 to 57 (inclusive) 36 to 57 (inclusive) 37 to 57 (inclusive) 38 to 57 (inclusive) 39 to 57 (inclusive) 40 to 57 (inclusive) 41 to 57 (inclusive) 42 to 57 (inclusive) 43 to 57 (inclusive) 44 to 57 (inclusive) 45 to 57 (inclusive) 46 to 57 (inclusive)

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(Sheet 2 of 16 sheets)

		46 47 48 49 50 51 52 53 54 55 56	47 to 57 (inclusive) 48 to 57 (inclusive) 49 to 57 (inclusive) 50 to 57 (inclusive) 51 to 57 (inclusive) 52 to 57 (inclusive) 53 to 57 (inclusive) 54 to 57 (inclusive) 55, 56, 57 56, 57 57
4	Easement for drainage of water 20 wide.	31	Tweed Shire Council
5	Easement for drainage of water 10 wide, 20 wide and variable width.	30, 86	Tweed Shire Council
6	Right of carriageway 10 wide and 20 wide.	86, 87	Tweed Shire Council
7	Easement for underground electricity reticulation 1 wide.	1, 29	North Power
8	Restriction(s) on the use of land.	1, Each lot of 34 to 57 (inclusive)	Every other lot of 1, 34 to 57 (inclusive) and 2 to 33 (inclusive) and 58 to 80 (inclusive)
9	Restriction(s) on the use of land.	1 to 29 (inclusive), 86, 87	Tweed Shire Council
10	Restriction(s) on the use of land.	20 to 29 (inclusive) 86, 87	Tweed Shire Council
11	Restriction(s) on the use of land.	1 to 80 (inclusive), 86, 87	Tweed Shire Council
12	Restriction(s) on the use of land.	Each lot	Tweed Shire Council
13	Restriction(s) on the use of land.	Each lot of 2 to 80 (inclusive) except 29, 30 and 31	Every other lots of 2 to 80 (inclusive) except Lots 29, 30 and 31
14	Restriction(s) on the use of land.	32 to 57 (inclusive)	Tweed Shire Council

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(Sheet 3 of 16 sheets)

## Part 1A (Release)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre to be released and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited Lot(s), bodies or Prescribed Authority:
1	Right of Carriageway 20 wide and variable (DP 1014470).	21/1025660	2/1014470
2	Easement to drain sewage 3 wide (DP 1014470).	2/1014470 3/1014470 4/1014470	Tweed Shire Council
3	Easement for Drainage and Services 20 wide (DP 1014470)	3/1014470	Tweed Shire Council

## Part 2 (Terms)

1. Terms of easement for drainage of water 4 wide and variable width thirdly referred to in the abovementioned plan:

The terms of easement for drainage of water detailed in Part 8 of Schedule 8 of the Conveyancing Act 1919 is amended by adding a new paragraph as follows:

"3. The owner of each lot burdened shall maintain and repair any part of the roof-water drainage pipe within the easement which is located on their lot when such maintenance and repair is required. The costs of such maintenance and repair shall be borne equally by all of the lots that have the benefit of the easement."

2. Terms of easement for underground electricity reticulation 1 wide seventhly referred to in the abovementioned plan:

As set out in Part A and Part C of registered memorandum 3820073.

3. Term of Restriction on Use eighthly referred to in the abovementioned plan:

On each lot burdened no building, structure or other improvement (except fencing or landscaping) shall be constructed or made between the Eastern boundary of the lot burdened and the broken line designated (Z) on the plan.

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

Direct vehicular access to and from the Coast Road from each lot burdened is prohibited other than from approved junctions.

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

Alteration of the finished ground levels of the acoustical bund within 1 metre of the boundary of the lots burdened and the Coast Road is prohibited.

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

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

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

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

### **Vines and Creepers**

#### Common Name

Asparagus fern

Balloon vine

Black-eyed Susan

Blue Thunbergia

Cape Ivy

Cats Claw Creeper

Climbing Fig

Climbing Nightshade

Dutchman's Pipe

Flame Flower

Florists Smilax

Japanese Honeysuckle

Kudzo

Madeira Vine

Morning Glory:

Blue morning Glory

Coastal Morning Glory

Purple Morning Glory

Moon Flower

Moth Vine

Passionfruit:

Corky Passionfruit Vine

White Passionfruit Flower

Edible Passionfruit

Skyflower

Thorny Poinciana

#### Species

Asparagus africanus

Asparagus plumosus

Cardiospermum grandiflorum

Thunbergia alata

Thunbergia grandiflora

Delairea odorata

Macfadyena unguis – cati

Ficus pumila

Solanum seaforthianum

Aristolochia elegans

Pyrostegia venusta

Myrsiphyllum asparagoides

Lonicera japonica

Pueraria lobata

Anredera cordifolia

Ipomea indica

Ipomea cairica

Ipomea purpurea

Ipomea alba

Araujia sericiflora

Passiflora suberosa

Passiflora subpeltata

Passiflora edulis

Duranta spp.

Caesalpinia decapetala

### **Groundcovers**

Arum Lily

Bugle Lily

Balsam, Busy Lizzie

Zantedescantia aethiopica

Watsonia bulbillifera

Impatiens walleriana

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Blue Periwinkle	Vinca major
Canna Lily	Canna indica
Cardamon Ginger	Alpinia calcarata
Coral Berry	Rivina humilis
Crocosmia	Crocosmiax crocosmia
Crucifix Orchid	Epidendrum sp.
Elephants Ears	Alocasia aroides
Fishbone Fern	Nephrolepis exalta
	Nephrolepis cordifolia
Freckle Face	Hypoestes sanguinolenta
Glory Lily	Gloriosa superba
Ground Asparagus	Protasparagus aethiopicus
Hairy Commelina	Commelina benghalensis
Kahili Ginger	Hedychium gardnerianum
White Flowered Ginger	Hedychium spicatum
Pink Flowered Ginger	Hedychium coxinium
Mother in Laws Tongue	Sansevieria spp.
Mother of Millions	Bryophyllum daigremontiana
Resurrection Plant	Bryophyllum pinnatum
Painted Spurge	Euphorbia cyathophora
Shasta Daisy	Dendranthema maxima
Silver-leaved Desmodium	Desmodium uncinatum
Wandering Jew, Tradie, Striped	Tradescantia fluminensis
Wandering Jew, Striped Tradie	Zebrina pendula

## Shrubs

Ardisia	Ardisia crenata
Barner Grass	Pennisetum purpureum
Bamboo:	
Black Bamboo	Phyllostachys nigra
Creeping Bamboo	Arundinaria ssp.
Running Bamboo	Bambusa ssp.
Bitou Bush	Chrysanthemoides monilifera
Buddleja	Buddleja madagascariensis
Cassia, Winter Senna	Senna pendula var. glabrata
	Senna X floribunda
Smooth Senna	Ricinus communis
Castor Oil Plant	Agave spp.
Century Plant	
Cestrum:	
Green Cestrum	Cestrum parqui
Night Cestrum	Cestrum nocturnum
Orange Cestrum	Cestrum aurantiacum
Coffee	Coffee arabica
Dombeya	Eugenia dombeya
Honey Locust	Gleditsia triacanthos
Lantana	Lantana camara
Ochna	Ochna serrulata
Orange Jessamine	Murraya exotica
	Murraya paniculata
Privet:	



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Large-leaved  
Small-leaved  
Singapore Daisy  
Tobacco Bush

Ligustrum lucidum  
Ligustrum sinense  
Wedelia trilobata  
Solanum mauritianum

## Trees

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

Spathodea campanulata  
Robinia pseudoacacia  
Eugenia uniflora  
Schinus terebinthifolia  
Schinus areia  
Corymbia torelliana  
(syn. Eucalyptus torelliana)  
Cinnamomum camphora  
Celtis sinensis

Camphor Laurel  
Chinese Elm

Cockspur Coral Tree  
Coral Tree  
Orange Coral tree

Erythrina crista-galli  
Erythrina sykesii  
Erythrina nigra

Cocos Palm,  
Queen Palm  
Golden Rain Tree  
Golden Trumpet Tree

Syagrus romanzoffiana  
Koelreuteria paniculata  
Tabebuia chrysantha

## Guava:

Cherry Guava  
Large Yellow Guava  
Icecream Bean  
Jaboticaba  
Jacaranda  
Loquat  
Mexican Tree Fern Tree  
Mulberry

Psidium cattleianum  
Psidium guajava  
Inga spp.  
Eugenia jaboticaba  
Jacaranda mimosifolia  
Eriobotrya japonica  
Schizolobium parahibum  
Morus nigra  
Morus rubra  
Morus alba  
Pinus elliotti  
Pinus patula  
Pinus radiata  
Tipuana tipu

## Pine Tree

Racehorse Tree,  
Pride of Bolivia  
Rhus tree  
Rubber Tree  
Tree of Heaven  
Umbrella Tree  
Willow

Toxicodendron succedaneum  
Ficus elastica  
Ailanthus altissima  
Schefflera actinophylla  
Salix spp.

- 7.2 No person occupying a lot burdened shall have more than one dog upon any lot burdened and shall not have any such dog unless the boundaries of the subject lot are securely fenced.



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- 7.3 No person occupying any lot burdened may have a dog unless it is registered with the Tweed Shire Council and the relevant fee paid by the applicant and a secure dog-proof compound has been constructed upon the lot and such compound has been approved by the Tweed Shire Council.
- 7.4 No person occupying any lot may retrieve a dog that has been impounded by the Tweed Shire Council unless that person can satisfy Tweed Shire Council that a secure dog-proof compound has been constructed on the subject lot.
- 7.5 No person occupying any lot shall have more than one cat upon any lot, such cat being desexed and any such cat must be restrained within the building on the subject lot or within a secure night-cage between the hours of 6.00pm and 6.00am daily.

8. Terms of Restriction on Use thirteenthly referred to in the abovementioned plan:

1.1 **Definitions**

- (1) **"AMCORD"** means the Australian Model Code of Residential Development;
- (2) **"ARC"** or **"Architectural Review Committee"** means a committee nominated by Kings Beach from time to time;
- (3) **"Beachfront Lot"** means a Lot which fronts the beach, adjoins the beach or is separated from the beach by only an esplanade;
- (4) **"Building Works"** means any works or proposed works in respect of a Lot or Lots including without limitation proposed external construction, alterations, additions, extensions and repairs whether to dwellings or associated structures or buildings, or fences, retaining walls, exterior lighting, driveways or recreational facilities. It includes landscaping and tree planting, painting and repainting;
- (5) **"Building Works Consent Body"** means Kings Beach or the ARC;
- (6) **"Consolidation"** means a proposal by a proprietor of a Lot to consolidate that Lot with one or more other Lots as one land title;
- (7) **"Corner Lot"** means a lot bounded by 2 or more roads where the roads intersect and join;
- (8) **"Council"** means Tweed Shire Council;



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- (9) **"Design and Building Standards"** means, in relation to the Main Dwelling and other structures:
- (a) a maximum height of 2 storeys;
  - (b) a rooftop observatory (3rd level) will be allowed (except for Beachfront Lots) if:
    - (i) the Building Works Consent Body deems it to be designed in compliance with Main Dwelling requirements; and
    - (ii) the area of the observatory does not exceed 36 square metres; andin any event, the maximum height must not exceed 12 metres;
  - (c) minimum setback from the Street Front Boundary is 6 metres, except in relation to verandahs, the set back for which must be in accordance with clause 1.1(9)(q);
  - (d) minimum setback from a Secondary Street Boundary of a Corner Lot of 3 metres;
  - (e) minimum Side Boundary setback of 900mm to the fascia and in compliance with Element 5.4; Building Envelope and Siting of AMCORD, except that in relation to:
    - (i) a Non-Beachfront Lot, a side or rear wall of a garage may abut the Side or Rear Boundary and must be constructed of maintenance free materials such as masonry; and
    - (ii) for a Beachfront Lot, a side wall of a garage may abut the Side Boundary and must be constructed of maintenance free materials such as masonry;
  - (f) minimum Rear Boundary setback of 6 metres, and in accordance with Element 5.4 - Building Envelope and Siting, of AMCORD. For a Beachfront Lot, the Rear Boundary is the boundary line between the 2(e) Zone and the 7(f) Zone and no setback is required from this line;



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- (g) Site Coverage must not exceed 50% of the area of a Lot;
- (h) roofing only of matt finished profiled metal deck (eg. copper, zinc or Colourbond) or flat shingle profile tiles;
- (i) minimum eaves overhang of 600mm;
- (j) no curved or undulating parapets;
- (k) external walls of Main Dwelling only of the following materials:
  - (i) masonry finished in a rendered and painted textured finish;
  - (ii) masonry finished in a bagged and painted finish;
  - (iii) fibre cement wall sheeting;
  - (iv) timber shingles; and/or
  - (v) timber weather boards or plywood with a painted or stained finish;
  - (vi) plain brickwork (subject to clause 1.1(9)(l));
  - (vii) metal deck cladding (subject to clause 1.1(9)(m));
- (l) maximum 10% plain brickwork on total area of external wall surfaces and 100% solid construction of walls only with ARC approval;
- (m) metal deck cladding not to exceed 50% of total area of external wall surfaces;
- (n) external colours to complement the beach surroundings;
- (o) ground floor windows and verandahs suitably screened by dense landscaping or screen fencing to a maximum height of 1.8 metres;



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



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- (iii) sleepers or timber boards;
- (iv) gravel; or
- (v) coloured concrete with inserts;

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

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

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

(bb) fencing for a Beachfront Lot as follows:

- (i) to Street Front Boundary to maximum height of 1.2 metres, no more than 75% solid construction and constructed only from timber, brushwood or masonry (metal railings permitted).
  - (ii) Side Boundary fencing to a maximum height of 1.2 metres from Street Front Boundary to building line and maximum height of 1.8 metres up to the boundary line between the 2(e) Zone and the 7(f) Zone and a maximum height of 1.2 metres for the remaining length of the Lot, constructed only of timber, brushwood or masonry (metal railings permitted).
  - (iii) fencing between a Beachfront Lot and the beach reserve to be a maximum height of 1.2 metres;
- 

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- (cc) fencing for a Non-Beachfront Lot which is a Corner Lot to Secondary Street Boundary to be a maximum height of 1.2 metres, no more than 75% solid construction and constructed of timber, brushwood or masonry (metal railings permitted);
- (10) **"Development Application"** means an application to Council for development consent in respect of a Lot;
- (11) **"Kings Beach"** means Kings Beach (No. 2) Pty Ltd ACN 088 124 190;
- (12) **"Lot"** means a lot in the Plan;
- (13) **"Main Dwelling"** means the principal residence constructed or to be constructed on a Lot;
- (14) **"Natural Benefits"** means the benefits of each Lot's natural elements to the intent that the westerly and southwesterly aspects should be limited to the siting of garages, laundries, storerooms and other service areas, and living, eating and sleeping spaces should be orientated predominantly to the north or northeast, using Element 5.1 - Site Planning of AMCORD 95 as a guideline.
- (15) **"Non-Beachfront Lot"** means a Lot that is not a Beachfront Lot
- (16) **"Plan"** means the plan of subdivision to which this Instrument relates.
- (17) **"Primary Street Boundary"** means any boundary line, or part, which coincides with the alignment of the street to which the property is rated by Council (which is usually the narrowest boundary).
- (18) **"Required Documents"** means 2 copies of all relevant documents to be lodged with or in respect of any Development Application, and any other documents requested by the Building Works Consent Body including:
- (a) Sketch review application form as nominated by Kings Beach from time to time;
- (b) Schematic design drawings including a site plan to scale 1:200 showing:
- Northpoint;
  - Property lines with metes and bounds;
  - Building setbacks dimensioned;



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- Building footprint with entries, verandahs, balconies, terraces, pools, pergolas and overhangs shown;
  - Location of parking and garages;
  - Driveways, paths, landscaping and retaining walls;
- (c) Floor plans and roof plans (to scale 1: 100);
- (d) Elevation plan (scale 1: 100) showing materials and colours to be used, floor to floor heights, height to eaves and overall height from natural ground level, roof pitches and signage.
- (19) "**Rear Boundary**" means any boundary line, or part which coincides with the alignment of another property or public open space furthest away from the street;
- (20) "**Secondary Street Boundary**" means any boundary line, or part, which coincides with the alignment of a street which is not the Primary Street Boundary;
- (21) "**Side Boundary**" means any boundary line or part, which coincides with the alignment of another Lot;
- (22) "**Site Coverage**" means that portion of a Lot which is covered by a building or other structure having an impervious roof, including balconies and eaves;
- (23) "**Street Front Boundary**" means any boundary line, or part, of a Lot which coincides with the alignment of a primary street;
- (24) "**Temporary Structures**" means Building Works which do not comply with Design Standards, but have approval of the Building Works Consent Body and are associated with construction of Building Works which comply with Design and Building Standards and have the approval of the Building Works Consent Body;
- (25) "**Variation**" means consent by the Building Works Consent Body to Building Works which are inconsistent with the Design and Building Standards;
- (26) "**2(e) Zone**" means the 2(e) (Residential Tourist) Zone under the Tweed Local Environment Plan 1987;
- (27) "**7(f) Zone**" means the 7(f) (Environmental Protection (Wetlands)) Zone and 7(f) (Environmental Protection (Coastal Lands)) Zone under the Tweed Local Environment Plan 1987 as these may apply to the Lots.
- 



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## 1.2 Restriction

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



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- (a) such fence is erected without expense to Kings Beach (No. 2) Pty Ltd ACN 088 124 190; and
- (b) such fence has been approved by the Building Works Consent Body.

## 1.3 Amendments

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

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

## 1.4 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. Terms of Restriction on Use fourteenthly referred to in the abovementioned plan:

No overflow from an infiltration pit located on any lot burdened shall be discharged over the eastern boundary of the lot burdened and all overflow must be discharged into the stormwater pipe provided.

## Name of Person whose consent is required to release, vary or modify easement firstly, secondly, thirdly, fourthly and fifthly referred to:

Tweed Shire Council

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

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

## Name of Person empowered to release, vary or modify restriction ninthly, tenthly, eleventhly, twelfthly and fourteenthly referred to in the abovementioned plan:

Tweed Shire Council



*Murray*  
Director

*[Signature]*  
Director

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

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*As Mortgagee under  
Mortgage Nos: 7151460 and  
7151461 Westpac Administration  
Pty Ltd ACN 008 617 203 consents  
to this plan of subdivision*

Westpac Administration Pty Limited

Westpac Administration Pty Limited ACN 008 617 203  
by its duly appointed attorney  
Gillian Brown,  
Partner, Minter Ellison Lawyers  
under Power of Attorney Registered No. 319 Book 4285  
*[Signature]*  
(I have no notice of revocation of the power of attorney)



*[Signature]*  
Director: Clive Schultz

*[Signature]*  
Secretary: Anne Embleton  
Investment Management Australia Limited

*[Signature]*  
Tweed Shire Council 17.5.01

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REGISTERED  28 31.5.2001

# Planning Certificate under Section

## 10.7 (formerly Section 149)

### Environmental Planning and Assessment Act, 1979

Land No. 44290

**Applicant:** The Conveyancing Leaders  
31 Bay St  
TWEED HEADS NSW 2485

**Certificate No:** ePlanCer22/1760  
**Date of Issue:** 21/06/2022  
**Fee Paid:** \$53.00  
**Receipt No:**

**Your Reference:**

**eCustomer Reference:** 220659 - Schwarz

**Property Description:** Lot 12 DP 1027531; No. 734 Casuarina Way CASUARINA

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

#### ITEM 1

##### Names of relevant planning instruments and DCPs

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

##### Item 1(1)

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

Tweed Shire LEP 2014

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

State Environmental Planning Policy (Affordable Rental Housing) 2009

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

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

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

State Environmental Planning Policy (Integration and Repeals) 2016

State Environmental Planning Policy (Koala Habitat Protection) 2020

State Environmental Planning Policy (State Significant Precincts) 2005

**Certificate No:** cPlanCer22/1760  
**Date:** 21/06/2022



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

**Item 1(2)**

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

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

**Item 1(3)**

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

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

## ITEM 2

### Zoning and land use under relevant LEPs

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

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

#### Item 2(a-d)

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

#### **Zone R2 Low Density Residential**

##### **1 Objectives of zone**

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

##### **2 Permitted without consent**

Environmental facilities; Environmental protection works; Home occupations

##### **3 Permitted with consent**

Bed and breakfast accommodation; Boarding houses; Dwelling houses; Group homes; Home industries; Roads; Any other development not specified in item 2 or 4

##### **4 Prohibited**

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

[End of Zone R2 Table]

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

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

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

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

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

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

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

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

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

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

### **ITEM 3**

#### **Complying Development**

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

**"Schedule 4 Planning certificates**

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

#### **Subdivisions Code (Strata Subdivision)**

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

- \* land that is within an environmentally sensitive area

#### **Demolition Code**

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

- \* land that is within an environmentally sensitive area

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

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

- \* land that is within an environmentally sensitive area

#### **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 that is within an environmentally sensitive area

#### **Housing Alterations Code and General Development Code**

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

Certificate No: ePlanCer22/1760  
Date: 21/06/2022



\* land that is within an environmentally sensitive area

#### 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 that is within an environmentally sensitive area

#### Qualifying Statement on Council Data Affecting this Item

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

#### EXPLANATORY NOTE FOR ITEM 3 COMPLYING DEVELOPMENT

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

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

#### ITEM 4A - REPEALED

#### ITEM 4B

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

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

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

No

#### ITEM 5

#### Mine Subsidence:



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

No

## ITEM 6

### Road Widening and Road Realignment:

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

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

#### Item 6(a-c)

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

## ITEM 7

### Council and other public authority policies on hazard risk restrictions

*Whether or not the land is affected by a policy:*

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

#### Item 7(a-b)

#### **Land Slip:**

The council has adopted a policy to restrict development of the subject land because of the likelihood of land slip. Geotechnical investigations may be required prior to development of some sites, depending upon the characteristics of the site and the nature of development proposed.

#### **Bushfire:**

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

#### **Tidal Inundation:**

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

#### **Subsidence:**

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

#### **Acid Sulfate Soils:**

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

#### **Any Other Risk:**

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

- **Cattle Tick Dip Sites:**

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

- **Contamination:**

Council has 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

- |  |
|--|
| <p>(1) <i>If the land or part of the land is within the flood planning area and subject to flood related development controls.</i></p> <p>(2) <i>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.</i></p> <p>(3) <i>In this clause –</i></p> <p><b><i>flood planning area</i></b> has the same meaning as in the <i>Floodplain Development Manual</i>.</p> <p><b><i>Floodplain Development Manual</i></b> means the <i>Floodplain Development Manual (ISBN 0 7347 5476 0)</i> published by the NSW Government in April 2005.</p> <p><b><i>probable maximum flood</i></b> has the same meaning as in the <i>Floodplain Development Manual</i></p> |
|--|

#### Item 7A(1-3)

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

#### Floodplain Risk Management Study

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

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

## ITEM 8

### Land Reserved for Acquisition:

<p><i>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.</i></p>
--

The subject land is not identified as being subject to acquisition by a public authority (as referred to in section 3.15 of the EP&A Act 1979) under the provisions of any environmental planning instrument deemed or draft environmental planning instrument.

## ITEM 9

### Contributions Plans:

*The name of each contributions plan applying to the land.*

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

Section 94 Plan No 4 - Tweed Road Contribution Plan

Section 94 Plan No 11 - Tweed Shire Library Facilities

Section 94 Plan No 12 - Bus Shelters

Section 94 Plan No 13 - Eviron Cemetery

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

Section 94 Plan No 19 - Casuarina Beach/Kings Forest

Section 94 Plan No 22 - Cycleways

Section 94 Plan No 26 - Shirewide/Regional Open Space

## ITEM 9A

### Biodiversity Certified Land:

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

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

Council has not received any biodiversity certifications.

## ITEM 10

### Biodiversity Stewardship Sites:

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

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

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

## ITEM 10A

### Native Vegetation Clearing Set Asides

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

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

## ITEM 11

### Bush Fire Prone Land

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

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

Certificate No: ePlanCer22/1760  
Date: 21/06/2022



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.

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**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 may 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).*

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

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

Per .....

Council Reference: DD22/1060  
Your Reference:  
eCustomer Reference: 220659 - Schwarz



21 June 2022

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

The Conveyancing Leaders  
31 Bay St  
TWEED HEADS NSW 2485

[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 12 DP 1027531; No. 734 Casuarina Way CASUARINA**

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

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

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

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

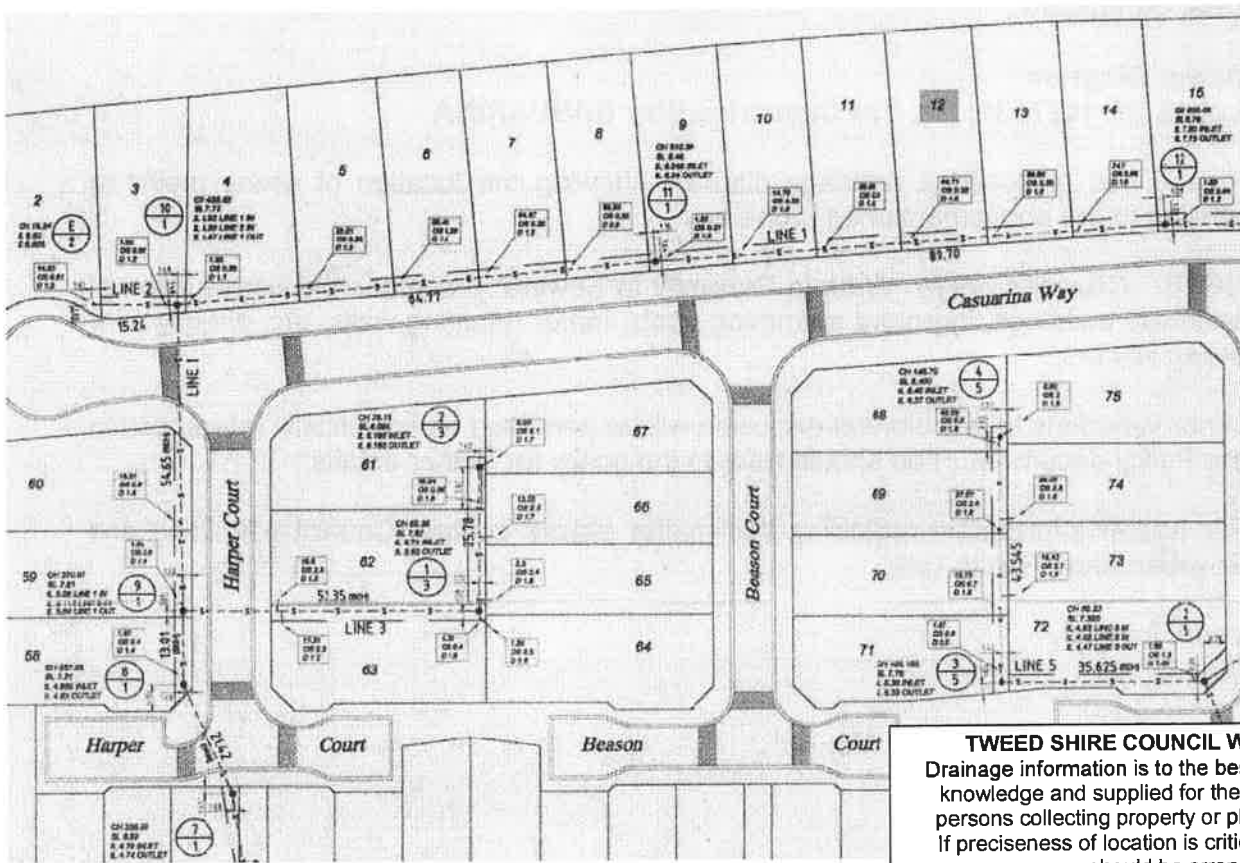
Yours faithfully

A handwritten signature in cursive script, appearing to read "Denise Galle".

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

Enclosure





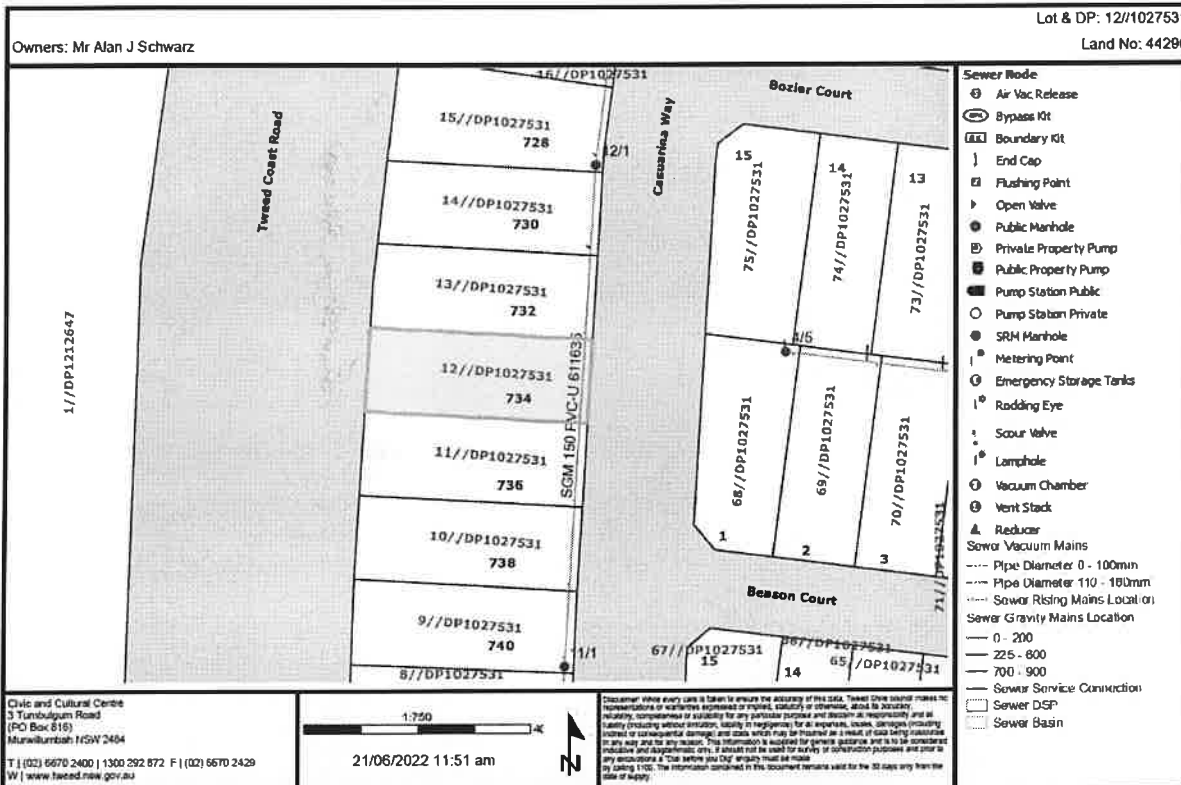
**TWEED SHIRE COUNCIL WARNING**  
 Drainage information is to the best of Council's knowledge and supplied for the guidance of persons collecting property or planning data. If preciseness of location is critical, a private survey should be arranged.  
**VINCENT CONNELL**  
 Director Planning and Regulation

### Sewer Network Report

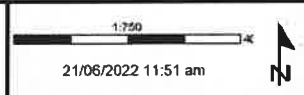
Lot &amp; DP: 12/1027531

Land No: 44290

Owners: Mr Alan J Schwarz



Civic and Cultural Centre  
 3 Tunbulgum Road  
 (PO Box 816)  
 Murwillumbah NSW 2484  
 T | (02) 6670 2400 | 1300 292 872 F | (02) 6670 2429  
 W | www.tweed.nsw.gov.au



Disclaimer: While every care is taken to ensure the accuracy of this data, Tweed Shire Council makes no representation or warranties expressed or implied, directly or indirectly, about its boundary, liability, completeness or suitability for any particular purpose and disclaims all responsibility and liability (including without limitation, liability in negligence) for all expenses, losses, damages, including indirect or consequential damage, and costs which may be incurred as a result of data being inaccurate in any way and for any reason. This information is supplied for general guidance and is to be considered indicative and approximate only. It should not be used for surveys or construction purposes and prior to any excavation a 'Call before you Dig' enquiry must be made by calling 1300. The information contained in this document remains valid for the 30 days only from the date of supply.

**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 *servicing* a notice. After the *termination* –

8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;

8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and

8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

**9 Purchaser's default**

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

9.1 keep or recover the deposit (to a maximum of 10% of the price);

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –

9.2.1 for 12 months after the *termination*; or

9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –

9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –

- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and

- the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or

9.3.2 to recover damages for breach of contract.

**10 Restrictions on rights of purchaser**

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

10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;

10.1.2 a *service* for the *property* being a joint *service* or passing through another *property*, or any *service* for another *property* passing through the *property* ('*service*' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water *service*);

10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;

10.1.4 any change in the *property* due to fair wear and tear before completion;

10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;

10.1.6 a condition, exception, reservation or restriction in a Crown grant;



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

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

## 14 Adjustments

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

## 15 Date for completion

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

## 16 Completion

### • Vendor

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

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

**20 Miscellaneous**

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

**21 Time limits in these provisions**

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

**22 Foreign Acquisitions and Takeovers Act 1975**

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

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

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

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

**24 Tenancies**

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

**25 Qualified title, limited title and old system title**

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

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

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



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

<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <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*.