

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	LS Properties Pty Ltd 13/2-5 Pandanus Parade, Cabarita Beach, NSW 2488	Phone: 1300 067 177
co-agent		
vendor	Matthew Paul Rimmer and Nerida Ellis 6 Aeolus Lane, Casuarina, NSW 2487	
vendor's solicitor	Coman & Associates Unit 1, 271 Beames Avenue, Mount Druitt NSW 2770	Phone: 02 9625 0255 Email: teena@comanassociates.com.au Ref: TI:38284
date for completion land (address, plan details and title reference)	42nd day after the contract date 7 Habitat Drive, Casuarina, New South Wales 2487 Registered Plan: Lot 47 Plan DP 1264557 Folio Identifier 47/1264557	(clause 15)

improvements VACANT POSSESSION subject to existing tenancies

HOUSE garage carport home unit carspace storage space

none other: Vacant land

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 type="checkbox"/> blinds	<input type="checkbox"/> dishwasher	<input type="checkbox"/> light fittings	<input type="checkbox"/> stove
	<input type="checkbox"/> built-in wardrobes	<input type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood	<input type="checkbox"/> pool equipment
	<input type="checkbox"/> clothes line	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels	<input type="checkbox"/> TV antenna
	<input type="checkbox"/> curtains	<input type="checkbox"/> other:		

exclusions

purchaser

purchaser's solicitor

price

deposit _____ (10% of the price, unless otherwise stated)

balance

contract date _____ (if not stated, the date this contract was made)

buyer's agent

_____	vendor	GST AMOUNT (optional) The price includes GST of: \$	_____	witness
_____	purchaser	<input type="checkbox"/> JOINT TENANTS <input type="checkbox"/> tenants in common <input type="checkbox"/> 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 an *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 number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *GSTRW payment*:

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

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

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

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

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

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

List of Documents

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

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

APA Group Australian Taxation Office Council County Council Department of Planning, Industry and Environment Department of Primary Industries Electricity and gas Land & Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
---	--

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

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

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

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

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

2 Deposit and other payments before completion

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

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

Normally, the purchaser can make a claim (including a claim under clause 6) before completion only by *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 *serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

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

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

• **Notices, certificates and inspections**

- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

• **Meetings of the owners corporation**

- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

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

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

25 Qualified title, limited title and old system title

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

30 Electronic transaction

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

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

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

31 Foreign Resident Capital Gains Withholding

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

- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

32 Residential off the plan contract

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

7 Habitat Drive CASUARINA NSW 2487

Additional clauses forming part of this contract

Dated:

between: **Matthew Paul Rimmer and Nerida Ellis** (vendor)

and: (purchaser)

33. Conflict Between Provisions

If there is any inconsistency between the typed additional clauses and any clause of this printed Contract for Sale of Land, the typed additional clauses will prevail.

34. Amendment to Printed Form of Contract

- (a) Cooling-Off Period (Purchaser's Rights), point 2(b): replacing the reference "fifth business day" with "tenth business day".
- (b) Clause 1, definition of "requisition": substituting the words "(but the term does not include a claim)" with words "or claim".
- (c) Clause 7.1.1: replacing the reference "5%" with "1%".

35. Warranty as to Agent

The purchaser warrants that they were not introduced to the property or the vendor by any real estate agent or other person who may be entitled to claim commission as a result of this sale (other than the vendor's agent, if any, specified in this contract). The purchaser will indemnify the vendor against any claim for commission by any real estate agent or other person arising out of an introduction of the purchaser and against all claims and expenses for the defence and determination of such a claim made against the vendor through breach of this warranty. This clause shall not merge on completion.

36. Purchaser acknowledgements

The purchaser acknowledges that they are purchasing the property:

- (a) in its present condition and state of repair subject to fair wear and tear as provided in clause 10.1.4;
- (b) subject to all defects latent and patent;
- (c) subject to any infestations and dilapidation;
- (d) subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
- (e) subject to any non-compliance, with the Local Government Act or any Ordinance under that Act in respect of any building on the land. The

purchaser acknowledges that they are purchasing the property as a result of their own inspection and enquiries.

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

37. Representations and Warranties

Subject to the provisions of section 52A of the Conveyancing Act, 1919, as amended, the purchaser represents and warrants that in entering into this contract:

- (a) the purchaser has not entered into this contract as a result of any representation, whether oral or in writing, by the vendor or anyone on the vendor's behalf, except as provided in this contract;
- (b) the purchase has relied entirely on his own enquiries relating to the property prior to entering into this contract including the obtaining of independent legal advice and he has satisfied himself as to the obligations and rights of the purchaser under this contract;
- (c) the purchaser specifically warrants that he has not entered into this contract in reliance on any statement, representation, promised or warranty made by the vendor or on its behalf in respect of:
 - (i) the fitness or suitability of the property and improvements for any use other than the use permitted by Council; or
 - (ii) any financial return or income to be derived from the property.

38. Death or Insolvency

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, if either party (and if more than one person comprises that first party then any one of them) prior to completion:

- (a) dies or becomes mentally ill, then the other party may rescind this contract by written notice to the first party's solicitor and thereupon this contract will be at an end and the provisions of clause 19 apply; or
- (b) being a company, has a summons or application for its winding up presented or has a liquidator, receiver or voluntary administrator of it appointed, or enters into any deed of company arrangement or scheme of arrangement with its creditors, then the first party will be in default under this contract.

39. Reduced deposit

The purchaser acknowledges that:

- (a) this contract requires payment of a deposit equal to 10% of the price on the date of this contract;
- (b) if the vendor accepts an instalment payment of deposit which is less than 10% of the price, the purchaser must pay to the vendor an additional amount equal

to the balance of 10% of the price immediately upon demand by the vendor or failing such demand in accordance with Clause 38 hereof; and

- (c) acceptance by the vendor of payment of the deposit by instalment will not prejudice or waive any other rights which the vendor has in relation to this contract.

40. Deposit by instalments

The purchaser will pay the 10% deposit of \$_____ as follows:

- (a) \$_____ to the vendor's agent as stakeholder on or before the contract date;
- (b) \$_____ to the vendor's agent as stakeholder on or before the end of the cooling off period; and
- (c) \$_____ to the vendor or the vendor's agent as stakeholder on or before the 42nd day after the date of the Contract.

41. Release of Deposit for Deposit or Transfer Duty

The purchaser agrees to release to the vendor the deposit money paid herein for the payment of a deposit or transfer duty on the purchase of another property or so much that is required.

42. Release of Deposit for Settlement

Notwithstanding any provision of this Contract, the deposit (or such part of the deposit as may be requested) together with the vendor's share of any interest earned, may be released by the deposit holder to the vendor's representative in the week immediately prior to the date before completion so that those funds can be included in the PEXA workspace if requested by the vendor. By entering into this Contract, the purchaser is deemed to have authorised the deposit holder to release the deposit as referred to in this clause and the deposit holder is authorised to act accordingly upon being given a copy of this clause and without further authority from the purchaser.

43. Error in Adjustments of Outgoings

Should any apportionment of outgoings required to be made under this Contract be overlooked or incorrectly calculated on completion the vendor and the purchaser agree that, upon being so requested by the other party, the correct calculation will be made and paid to the party to whom it is payable. This clause shall not merge on completion.

44. Notice to Complete

Should either party not complete within the time specified in this contract then the other party shall be at liberty to issue a Notice to Complete requiring completion of this contract within fourteen (14) days making time of the essence of this contract. Service of any such notice may be effected in accordance within the provisions of clause 20 hereof or where either party's solicitors or representatives have facsimile

facilities by facsimile transmission to any such solicitor or representative. Such notice shall be deemed having been received by such solicitor or representative on the date that the facsimile transmission is made. It shall not be necessary to serve a copy of the notice upon any other party, if such notice is served upon the party's solicitor or representative.

45. Default Interest

Provided that the vendor is ready, willing and able to give title to the purchaser, if this contract is not completed for any reason (other than the vendor's default) on or before the completion date then in addition to any other right which the vendor may have under this contract or otherwise the purchaser will on completion of this contract pay to the vendor interest on the balance of the purchase price at the rate of 8% per annum calculated on daily balances, commencing on the day immediately after completion date and continuing until completion of this contract. This interest is a genuine pre-estimate of liquidated damages and will be deemed to be part of the balance of purchase money due and payable on completion.

46. GST (Residential)

If the vendor incurs a liability to pay Australian Goods and Services Tax or a tax on supply or similar tax (*GST*) due to the purchaser not using the property for residential purposes in connection with this contract, the purchaser must pay to the vendor on completion of this contract or on such other date as the vendor nominates in addition to the price the amount of the *GST*, which amount will be deemed to be part of the balance of purchase money due and payable. This clause will not merge on completion.

47. Deposit bond

- (a) The word "bond" means the Deposit Guarantee issued to the vendor at the request of the purchaser by the bond provider.
- (b) Subject to paragraphs (c) and (d) below, the delivery of the bond, upon or before the making of this agreement to the person nominated in this agreement to hold the deposit shall, to the extent of the amount guaranteed under the bond, be deemed to be payment of the deposit in accordance with this contract.
- (c) The purchaser must pay the amount stipulated in the bond to the vendor in cash or by unendorsed Bank Cheque on the completion date or at such time as may be provided for the deposit to be accounted for to the vendor.
- (d) If the vendor serves on the purchaser notice in writing claiming to forfeit the deposit then, to the extent that the amount has not already been paid by the bond provider, the purchaser must forthwith pay the deposit (or so much as has not been paid) to the person nominated in this contract to hold the deposit.
- (e) The vendor acknowledges that payment under the bond shall, to the extent of the amount paid, be in satisfaction of the purchaser's obligation to pay the deposit under paragraph (d) above.

48. Guarantee and Indemnity

- (a) If the purchaser is a corporation (other than a corporation listed on any Australian Stock Exchange) the Purchaser must procure the completion and execution of the following unconditional guarantee by two natural persons over the age of 18 years who are directors of or substantial shareholders of the purchaser ("the Guarantors").
- (b) The Guarantors:
 - (i) give the guarantee and indemnity contained in this clause ("the Guarantee and Indemnity") in consideration of the vendor agreeing to enter into this contract; and
 - (ii) acknowledge that the vendor has given valuable consideration for the Guarantee and Indemnity.
- (c) The Guarantors unconditionally and irrevocably guarantee to the vendor:
 - (i) payment to the vendor of all amounts which at any time for any reason or circumstance are payable, are owing but not currently payable, are contingently owing or remaining unpaid (or which are reasonably foreseeable as likely, after that time, to fall within any of those categories), by the Purchaser to the vendor in connection with this contract or any transaction contemplated by it, whether at law, in equity, under statute or otherwise ("Guaranteed Money"); and
 - (ii) the due and punctual performance by the purchaser of all the express or implied obligations of the purchaser to the vendor in connection with this contract or any transaction contemplated by it ("Guaranteed Obligations").
- (d) If the purchaser does not pay the Guaranteed Money to the vendor on time and in accordance with the terms of this contract, then the Guarantors agree to pay those monies to the vendor on demand by the vendor.
- (e) As an independent and principal obligation the Guarantors indemnify the vendor against all liability or loss arising from any costs, charges or expenses incurred in connection with, or arising out of the failure of the purchaser to make payment of the Guaranteed Money to the vendor or the failure of the purchaser to duly and punctually perform the Guaranteed Obligations.
- (f) The indemnity in the previous clause shall extend to any loss arising from any Guaranteed Money paid and any Guaranteed Obligations not fulfilled by the purchaser under this contract because of any circumstances whatsoever.
- (g) This obligation pursuant to this clause is a continuing security and extends to all Guaranteed Money and Guaranteed Obligations.
- (h) The vendor need not make a demand on the purchaser before making a demand on the Guarantors or any one of them. A demand on the Guarantors or any one of them may be made at any time and from time to time.
- (i) The Guarantors waive any right they have of first requiring the vendor to proceed against or enforce any other right against the purchaser or any

other person including another of the Guarantors, before making any claim against the Guarantors under this Guarantee and Indemnity.

- (j) The liabilities of the Guarantors pursuant to the Guarantee and indemnity of the Guarantors whether as guarantors or as principals are not affected by anything which might otherwise affect them at law or in equity including, without limitation, one or more of the following:
 - (i) the vendor or other person granting time or other indulgence to, compounding or compromising with or releasing the purchaser; or
 - (ii) acquiescence, delay, acts, omissions or mistakes on the part of the vendor; or
 - (iii) any variation or novation of a right of the vendor, or alteration of this contract or document, in respect of the purchaser.
- (k) As long as any monies payable under the Guarantee and indemnity remain unpaid the Guarantors may not, without the consent of the vendor:
 - (i) make claim or enforce a right against the purchaser or its property; or
 - (ii) prove in competition with the vendor in any bankruptcy or liquidation of the purchaser.
- (l) The Guarantors represent and warrant that:
 - (i) their obligations under the Guarantee and Indemnity are valid and binding;
 - (ii) they do not enter into the Guarantee and indemnity in the Capacity of a trustee of any trust or settlement;
 - (iii) they are natural persons over the age of 18 years; and
 - (iv) they are directors of or substantial shareholders of the purchaser.
- (m) This clause is an essential term of this Contract.

GUARANTEE AGREEMENT

TO:

1. I/we _____ of _____
And _____ of _____
am/are directors or substantial shareholders of _____ (“the
Purchaser”) which company is the purchaser under this Contract.

2. In consideration of your agreeing to enter into this Contract with the purchaser, we hereby jointly and severally unconditionally guarantee to you to pay the Guaranteed Money and the due performance of the Guaranteed Obligations under this contract upon the terms set out in special condition 53 of this Contract.

.....
Signature of Director

.....
Signature of Director/Secretary

.....
Print name of Director

.....
Print name of Director/Secretary



FOLIO: 47/1264557

SEARCH DATE	TIME	EDITION NO	DATE
5/9/2022	12:14 PM	3	31/8/2021

LAND

LOT 47 IN DEPOSITED PLAN 1264557
AT CASUARINA
LOCAL GOVERNMENT AREA TWEED
PARISH OF CUDGEN COUNTY OF ROUS
TITLE DIAGRAM DP1264557

FIRST SCHEDULE

NERIDA ELLIS
MATTHEW PAUL RIMMER
AS JOINT TENANTS (T AR385765)

SECOND SCHEDULE (11 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 DP1048494 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (3) IN THE S.88B INSTRUMENT
- 3 DP1048494 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (4) IN THE S.88B INSTRUMENT
- 4 DP1048494 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (5) IN THE S.88B INSTRUMENT
- 5 DP1048494 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (6) IN THE S.88B INSTRUMENT
- 6 DP1048494 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (7) IN THE S.88B INSTRUMENT
- 7 DP1264557 EASEMENT TO DRAIN SEWAGE 3 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 8 DP1264557 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (9) IN THE S.88B INSTRUMENT
- 9 DP1264557 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (10) IN THE S.88B INSTRUMENT
- 10 DP1264557 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (12) IN THE S.88B INSTRUMENT
- 11 AR385766 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

38284

PRINTED ON 5/9/2022

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

Copyright © Office of the Registrar-General 2022

Received: 05/09/2022 12:14:10

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



COORDINATE SCHEDULE								
MARK	MGA CO ORDINATES			CLASS	PU	LU	METHOD	STATE
	EASTING	NORTHING	HEIGHT					
SSM 90432	566073.786	686996.972	C	N/A	N/A	FROM SCIMS	FOUND	FOUND
SSM 122165	562986.925	687001.989	A	0.02	0.03	FROM SCIMS	FOUND	FOUND
PM 124413	565347.402	686986.689	C	N/A	N/A	FROM SCIMS	FOUND	FOUND
SSM 167337	559975	686974.2	U	N/A	N/A	FROM SCIMS	FOUND	FOUND
SSM 167338	562955	686956	U	N/A	N/A	FROM SCIMS	FOUND	FOUND
SSM 195100	566066.4	686974.1	U	N/A	N/A	CADAstral TRAV	PLACED	PLACED
SSM 205801	566125.8	686965.7	U	N/A	N/A	CADAstral TRAV	PLACED	PLACED
SSM 205802	566166.6	686982.4	U	N/A	N/A	CADAstral TRAV	PLACED	PLACED
SSM 205803	596160	686982.3	U	N/A	N/A	CADAstral TRAV	PLACED	PLACED
SSM 205804	56281.7	686976.4	U	N/A	N/A	CADAstral TRAV	PLACED	PLACED

DATE OF SCIMS COORDINATES: 29-06-2020 MGA ZONE: 56 MGA DATUM: GDA2020
COMBINED SCALE FACTOR: 0.999632

SSM 122165 - PM 124413 (A, B)
157-32-27 156.357 SURVEY
GROUND

SSM 122165 - SSM 90432
264-54-05 - 214-064 MGA GROUND
264-54-28 - 214-06 SURVEY

SSM 90432 - SSM 167337
201-13-03 - 272.69

SSM 167337 - SSM 195100
87-22-16 - 91.347

SSM 167337 - SSM 167339
161-50-40 - 185.3

SSM 167339 - SSM 205801
51-40-56 - 110.01

SSM 167339 - SSM 167338
67-23-05 - 240.29

SSM 205801 - SSM 205804
62-36-35 - 175.649

SSM 195100 - SSM 205803
32-49-27 - 172.887

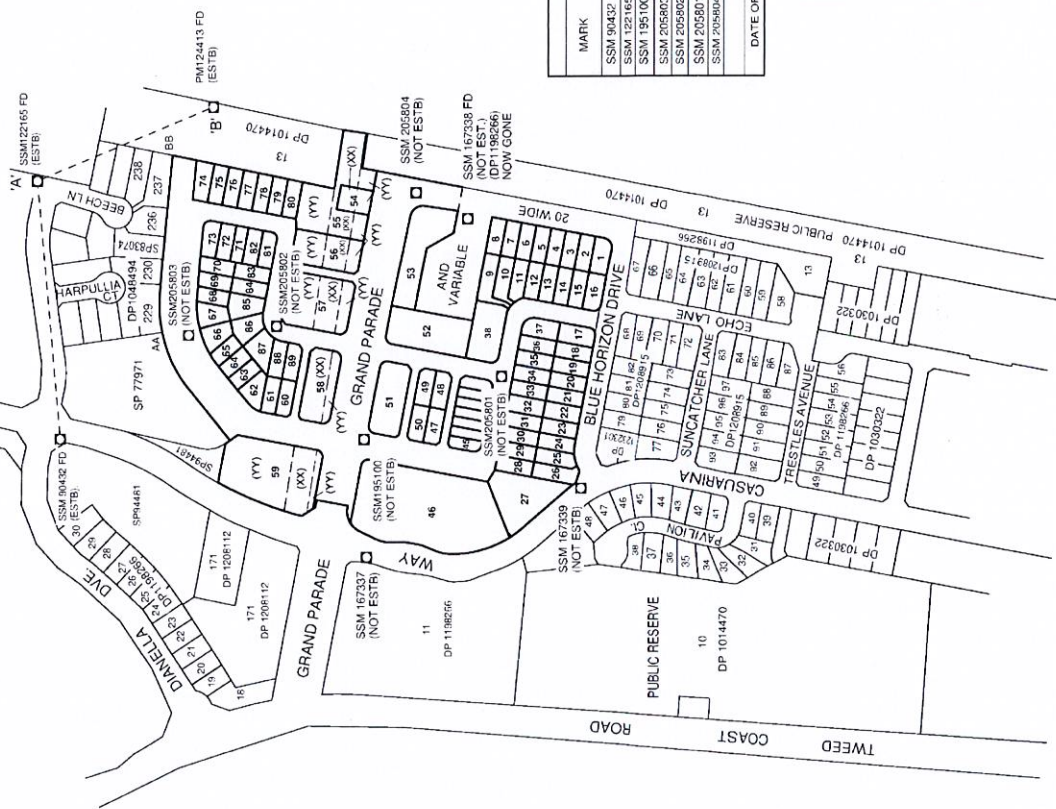
SSM 205802 - SSM 205804
174-26-47 - 68.194

SSM 205802 - SSM 205804
135-43-28 - 104.88

SSM 205804 - SSM 195100
280-41-03 - 219.22

SSM 90432 TO CNR AA
33-47-14 - 121.447

PM 124413 TO CNR BB
310-53-09 - 52.565



MARK	AHD VALUE	CLASS	ORDER	HEIGHT DATUM VALIDATION		STATE
				SCIMS ADOPTED	FROM SCIMS - DATUM VALIDATION	
SSM 90432	11.777	LD	N/A			FOUND
SSM 122165	6.575	LD	N/A			FOUND
SSM 195100	8.145	LB	N/A			PLACED
SSM 205803	7.187	LB	N/A			PLACED
SSM 205802	8.469	LB	N/A			PLACED
SSM 205801	7.785	LB	N/A			PLACED
SSM 205804	7.602	LB	N/A			PLACED

DATE OF SCIMS AHD VALUES: 29-06-2020 HEIGHT DATUM: AHD71

FROM	TO	HEIGHT DIFFERENCE	METHOD
SSM 122165	SSM 90432	-5.215	DIFFERENTIAL LEVELLING
SSM 90432	SSM 195100	-2.984	DIFFERENTIAL LEVELLING
SSM 195100	SSM 205803	-1.556	DIFFERENTIAL LEVELLING
SSM 205803	SSM 205802	+1.282	DIFFERENTIAL LEVELLING
SSM 205802	SSM 205801	-0.684	DIFFERENTIAL LEVELLING
SSM 205801	SSM 205804	-0.183	DIFFERENTIAL LEVELLING
SSM 205804	SSM 195100	+1.143	DIFFERENTIAL LEVELLING
SSM 205804	SSM 122165	-1.09	DIFFERENTIAL LEVELLING

HEIGHT DATUM: AHD71

Surveyor: ANTHONY JOHN DENNY
Date of Survey: 3/7/2020
Surveyors Ref: 13054

PLAN OF SUBDIVISION
OF LOT 15 DP 1198266

LGA: TWEED
Locality: CASUARINA
Subdivision No.: SC 20/0031
Lengths are in metres. Reduction Ratio 1:3000

Registered
26/02/2021
DP1264557

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

PLAN FORM 2 (A2)

SCHEDULE OF SHORT LINES (REFERENCE TO SHEET 2 ONLY)

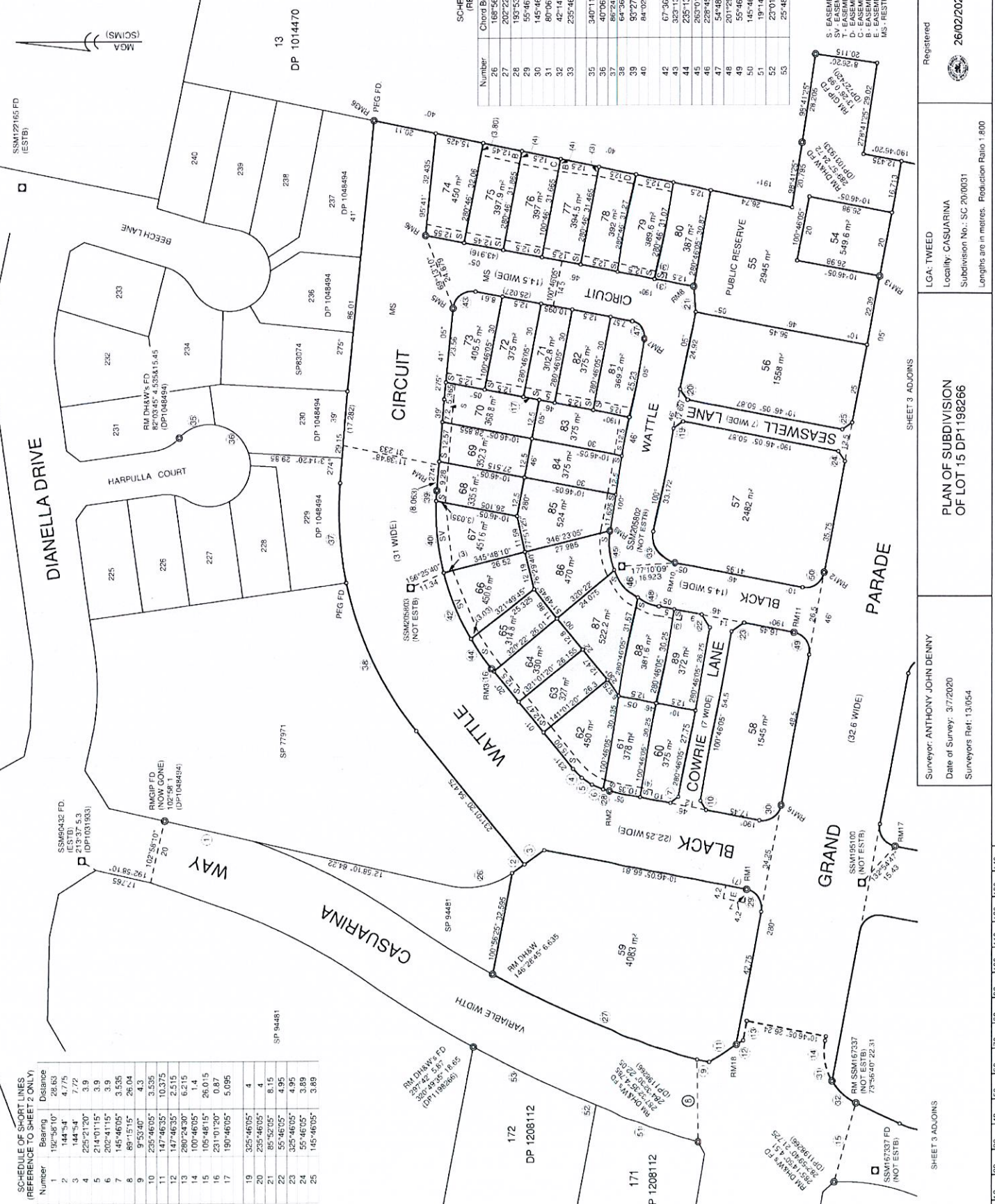
Number	Bearing	Distance
1	192°56'10"	28.63
2	144°54'	4.75
3	225°21'20"	3.9
4	214°01'15"	3.9
5	202°41'15"	3.35
6	145°46'05"	26.04
7	89°15'15"	4.3
8	9°53'40"	3.535
9	235°46'05"	10.375
10	147°46'35"	2.515
11	200°24'30"	6.215
12	100°46'05"	26.045
13	291°01'20"	0.97
14	150°46'05"	5.095
15	325°46'05"	4
16	235°46'05"	8.15
17	85°52'05"	4.95
18	55°46'05"	4.95
19	325°46'05"	4.95
20	55°46'05"	3.89
21	145°46'05"	3.89

SCHEDULE OF REFERENCE MARKS PLACED

No.	Bearing	Distance	Type
RM1	276°00'12"	16.912	DH&W
RM2	272°09'57"	11.231	DH&W
RM3	104°33'40"	11.069	DH&W
RM4	117°15'45"	3.490	DH&W
RM5	138°28'05"	11.110	DH&W
RM6	124°13'59"	3.519	DH&W
RM7	182°48'30"	11.107	DH&W
RM8	182°41'45"	3.369	DH&W
RM9	184°52'43"	11.118	DH&W
RM10	188°36'46"	3.358	DH&W
RM11	82°03'45"	19.978	DH&W
RM12	74°50'16"	9.730	DH&W
RM13	9°28'39"	11.023	DH&W
RM14	10°40'40"	3.266	DH&W
RM15	145°35'31"	17.920	DH&W
RM16	135°21'04"	9.148	DH&W
RM17	6°01'24"	11.242	DH&W
RM18	6°34'46"	3.230	DH&W
RM19	177°10'09"	16.923	SSM205802
RM20	284°30'46"	11.146	DH&W
RM21	293°19'56"	3.441	DH&W
RM22	5°37'06"	25.566	DH&W
RM23	14°13'40"	8.189	DH&W
RM24	343°31'57"	10.460	DH&W
RM25	6°57'03"	23.201	DH&W
RM26	7°37'26"	23.743	DH&W
RM27	8°26'15"	8.515	DH&W
RM28	102°11'48"	11.119	DH&W
RM29	102°33'37"	3.295	DH&W
RM30	132°54'47"	15.430	SSM195100
RM31	3°24'06"	24.080	DH&W
RM32	41°23'31"	8.071	DH&W
RM33	32°31'03"	13.292	DH&W
RM34	17°55'34"	14.009	DH&W

SCHEDULE OF CURVED BOUNDARIES (REFERENCE TO SHEET 2 ONLY)

Number	Chord Bearing	Chord Distance	Arc Length	Radius
26	168°58'00"	20.365	20.375	25.000
27	202°22'38"	71.180	71.139	307.260
28	192°53'40"	2.154	2.155	19.500
29	55°46'05"	8.485	8.425	6.000
30	145°46'05"	8.485	8.425	6.000
31	40°06'37"	12.835	13.231	16.000
32	42°14'02"	10.419	10.371	16.000
33	235°46'05"	12.021	13.352	8.50
34	340°11'37"	13.141	12.622	15.000
35	40°06'40"	15.690	14.571	13.000
36	86°24'45"	31.220	31.169	110.700
37	64°36'00"	51.970	52.459	110.700
38	84°02'25"	22.038	22.917	79.700
39	67°30'45"	22.710	22.787	79.700
40	323°13'36"	8.853	9.957	6.000
41	235°13'19"	11.674	11.674	79.700
42	263°01'13"	12.098	12.700	20.500
43	228°45'01"	11.660	11.823	20.500
44	54°48'34"	6.659	7.473	5.252
45	201°29'53"	7.633	7.678	20.500
46	55°46'05"	8.485	9.425	6.000
47	145°46'05"	8.485	9.425	6.000
48	19°14'55"	35.231	35.251	300
49	23°01'17"	4.257	4.257	300
50	25°48'05"	39.02	39.042	330.795





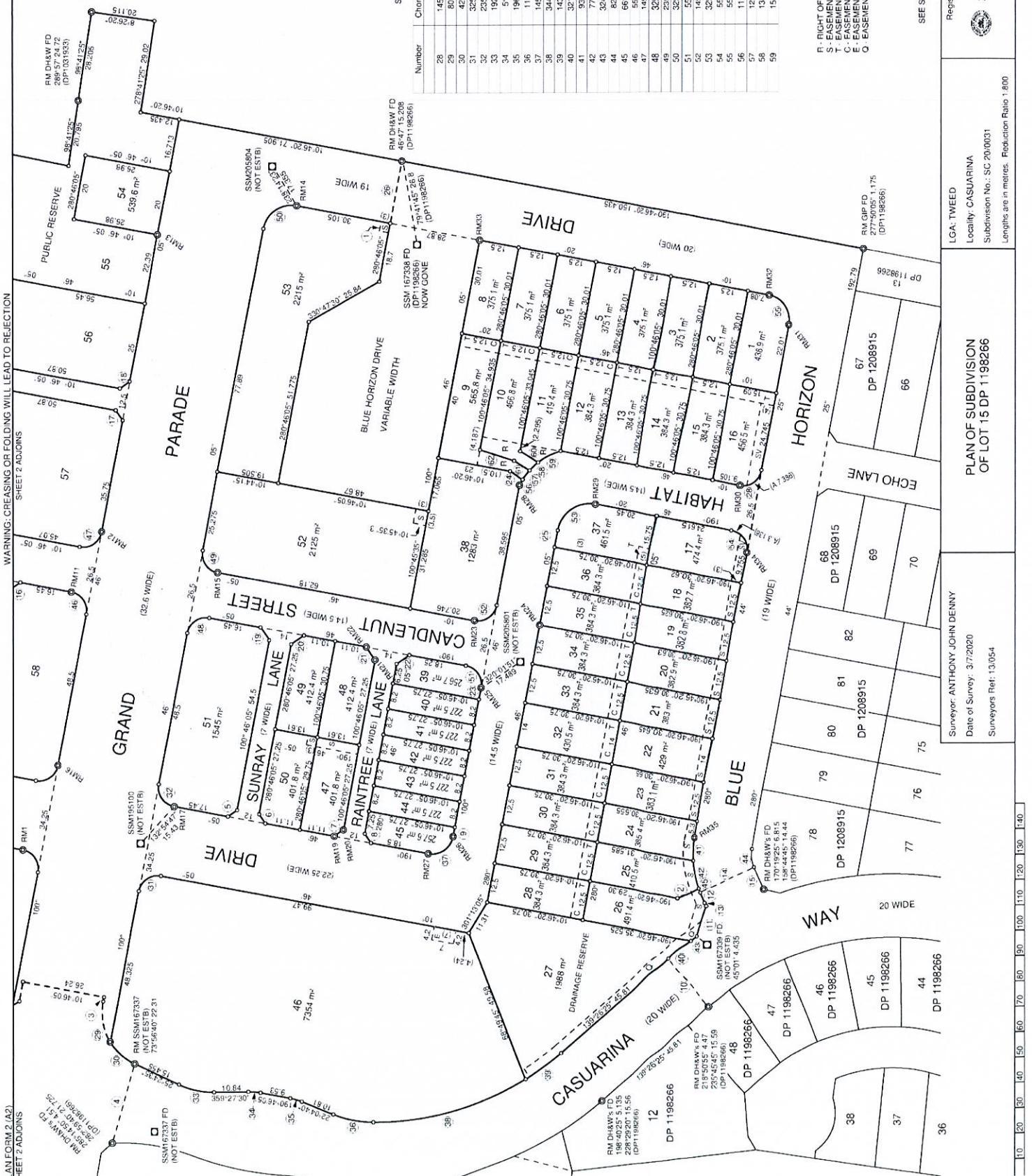
SCHEDULE OF SHORT LINES (REFERENCE TO SHEET 3 ONLY)

Number	Bearing	Distance
1	280°46'05"	3
2	155°06'12"	7.984
3	100°46'05"	1.4
4	105°48'15"	26.015
5	325°46'05"	3.535
6	55°46'05"	3.535
7	145°46'05"	3.535
8	235°46'05"	3
9	100°46'05"	3
10	49°26'25"	20
11	288°52'30"	10.06
12	245°06'10"	3.81
13	245°06'10"	0.85
14	155°06'10"	19
15	245°06'10"	7.71
16	325°46'05"	4.95
17	55°46'05"	3.89
18	145°46'05"	4.95
19	55°46'05"	4.95
20	145°46'05"	4.95
21	235°46'05"	4.95
22	145°46'05"	4.95
23	280°46'05"	3.75
24	32°24'50"	4.755
25	280°46'05"	5.45
26	100°46'05"	19.99
60	32°24'50"	6.725
61	32°24'50"	5.745
62	19°13'10"	11.285

SCHEDULE OF CURVED BOUNDARIES (REFERENCE TO SHEET 3 ONLY)

Number	Chord Bearing	Chord Distance	Arc Length	Radius
28	145°45'22"	8.486	9.428	6.000
29	80°30'57"	12.955	13.231	15.000
30	42°14'02"	10.419	10.571	15.000
31	325°46'05"	8.485	8.425	6.000
32	145°46'05"	8.485	8.425	6.000
33	280°46'05"	8.485	8.425	6.000
34	192°26'24"	8.485	8.425	6.000
35	11°26'57"	13.066	13.772	35.500
36	145°46'05"	8.485	8.425	6.000
37	344°33'07"	50.043	50.119	89.500
38	143°53'44"	13.904	13.918	110.645
40	91°45'29"	8.945	8.948	110.645
41	91°25'24"	7.259	7.279	110.645
42	77°00'15"	9.018	9.056	28.500
43	324°44'19"	2.567	2.567	110.645
44	82°55'29"	5.615	5.909	9.999
45	66°30'07"	1.392	1.392	28.500
46	145°46'05"	8.485	8.425	6.000
47	145°46'05"	8.485	8.425	6.000
48	325°46'05"	8.485	8.425	6.000
49	235°46'05"	8.485	8.425	6.000
50	325°46'16"	13.011	14.45	9.20
51	55°46'05"	8.485	8.425	6.000
52	145°46'05"	8.485	8.425	6.000
53	325°46'12"	14.567	16.180	10.500
54	55°45'22"	8.483	9.421	6.000
55	55°45'22"	11.510	12.562	6.000
56	119°18'10"	2.105	2.105	20.77
57	127°15'50"	3.615	3.615	20.77
58	137°19'50"	3.725	3.725	20.77
59	153°23'25"	7.865	7.915	20.77

R - RIGHT OF CARRIAGEWAY VARIABLE WIDTH
S - EASEMENT TO DRAIN SEWAGE 3 WIDE
T - EASEMENT TO DRAIN WATER 4 WIDE
C - EASEMENT TO DRAIN WATER 4 WIDE
E - EASEMENT FOR MULTIPURPOSE ELECTRICAL INSTALLATION 4.2 WIDE
O - EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE (DP 1198266)



PLAN FORM 2 (A2) SHEET 2 ADDONS
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION
REG: R426765 / DOC: DP 1264557 / REV: 26-FEB-2021 / NSW LRS / PGS: ALL / PRT: 01-MAR-2021 09:49 / SEQ: 3 OF 10
Office of the Registrar-General / Str: GLOBALX / Ref: op1205017

Registered
26/02/2021
LGA: TWEED
Locality: CASUARINA
Subdivision No.: SC 20/0031
Lengths are in metres. Reduction Ratio: 1:800

PLAN OF SUBDIVISION
OF LOT 15 DP 1198266

Surveyor: ANTHONY JOHN DENNY
Date of Survey: 3/7/2020
Surveyors Ref: 13/054

SEE SHEET 4 FOR SCHEDULE OF REFERENCE MARKS

DP1264557

SCHEDULE OF REFERENCE MARKS PLACED

No.	BEARING	DISTANCE	TYPE	No.	BEARING	DISTANCE	TYPE
RM1	276°00'12"	18.912	DH&W	RM23	99°04'09"	11.107	DH&W
RM1	272°09'57"	11.231	DH&W	RM23	98°44'31"	3.200	DH&W
RM11	294°30'46"	11.146	DH&W	RM24	200°30'02"	11.569	DH&W
RM11	288°19'56"	3.441	DH&W	RM24	199°01'58"	3.993	DH&W
RM12	5°37'06"	23.566	DH&W	RM25	8°43'46"	11.040	DH&W
RM12	14°13'40"	8.189	DH&W	RM25	4°39'13"	3.241	DH&W
RM13	343°31'57"	10.460	DH&W	RM25	320°01'51"	17.489	SSM205801
RM13	6°57'20"	23.201	DH&W	RM26	1°56'23"	11.119	DH&W
RM14	278°22'25"	10.684	DH&W	RM26	35°31'32"	3.684	DH&W
RM14	279°11'55"	3.363	DH&W	RM27	92°28'00"	11.166	DH&W
RM14	238°14'23"	17.355	SSM205804	RM27	74°06'10"	3.661	DH&W
RM15	102°08'46"	11.026	DH&W	RM28	47°56'58"	14.338	DH&W
RM15	104°03'57"	3.330	DH&W	RM28	32°35'30"	5.135	DH&W
RM16	7°37'28"	23.743	DH&W	RM29	279°51'13"	11.096	DH&W
RM16	8°26'15"	8.515	DH&W	RM29	277°24'17"	3.323	DH&W
RM17	102°11'48"	11.119	DH&W	RM30	97°24'54"	11.071	DH&W
RM17	102°33'37"	3.295	DH&W	RM30	89°44'05"	3.347	DH&W
RM17	132°54'47"	15.430	SSM195100	RM31	0°59'44"	12.016	DH&W
RM19	100°29'34"	11.050	DH&W	RM31	346°23'19"	4.455	DH&W
RM19	121°39'38"	3.426	DH&W	RM32	272°39'39"	10.646	DH&W
RM20	10°46'54"	6.375	DH&W	RM32	307°40'20"	3.435	DH&W
RM20	3°03'52"	0.482	DH&W	RM33	253°35'20"	11.890	DH&W
RM21	10°48'15"	6.350	DH&W	RM33	266°22'27"	3.464	DH&W
RM21	11°48'07"	0.504	DH&W	RM34	11°02'59"	14.488	DH&W
RM22	260°18'02"	11.098	DH&W	RM34	104°10'11"	4.893	DH&W
RM22	262°52'56"	3.361	DH&W	RM35	19°48'41"	12.394	DH&W
				RM35	29°22'10"	5.255	DH&W

Surveyor: ANTHONY JOHN DENNY
 Date of Survey: 3/7/2020
 Surveyors Ref: 13.054


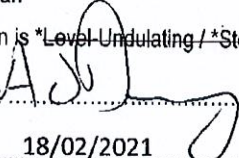
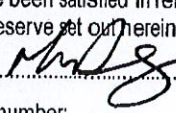
PLAN OF SUBDIVISION
 OF LOT 15 DP 1198266

LGA: TWEED
 Locality: CASUARINA
 Subdivision No.: SC 20/0031
 Lengths are in metres. Reduction: None

Registered

 26/02/2021

DP1264557

PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 6 sheet(s)
<p style="text-align: right;">Office Use Only</p> Registered:  26/02/2021 Title System: TORRENS		<p style="text-align: right;">Office Use Only</p> <h1 style="text-align: center;">DP1264557</h1>
PLAN OF SUBDIVISION OF LOT 15 DP 1198266		LGA: TWEED Locality: CASUARINA Parish: CUDGEN County: ROUS
<p style="text-align: center;">Survey Certificate</p> I, <u>ANTHONY JOHN DENNY</u> of <u>NEWTON DENNY CHAPELLE</u> a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on <u>3/7/2020</u> , or *(b) The part of the land shown in the plan (*being/*excluding**) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , the part surveyed is accurate and the survey was completed on the part not surveyed was compiled in accordance with that Regulation, or *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>. Datum Line: <u>'A' - 'B'</u> Type: Urban The terrain is <u>*Level Undulating / *Steep Mountainous.</u> Signature:  Electronic signature affixed by Anthony Denny on 18/2/2021 Dated: <u>18/02/2021</u> Surveyor Identification No: <u>917</u> Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.		<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office:
<p>Plans used in the preparation of survey/compilation:</p> DP 1048494 DP 1198266 DP 1208112 If space is insufficient continue on PLAN FORM 6A		<p style="text-align: center;">Subdivision Certificate</p> I, <u>MICK DENNY</u> *Authorised Person/*General Manager/*Registered Certifier, certify that the provisions of s.6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature:  Accreditation number: Consent Authority: <u>Tweed Shire Council</u> Date of endorsement: <u>18/2/2021</u> Subdivision Certificate number: <u>SC2010031</u> File number: *Strike through if inapplicable.
Surveyor's Reference: 13/054		Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. IT IS INTENDED TO DEDICATE BLACK WATTLE CIRCUIT, COWRIE LANE, SEASWELL LANE, SUNRAY LANE, RAINTREE LANE, CANDLENUT STREET, HABITAT DRIVE, GRAND PARADE AND THE EXTENSION OF BLUE HORIZON DRIVE TO THE PUBLIC AS PUBLIC ROAD. IT IS INTENDED TO CREATE LOT 55 AS A PUBLIC RESERVE. IT IS INTENDED TO CREATE LOT 27 AS A DRAINAGE RESERVE Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

PLAN FORM 6A (2017)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 6 sheet(s)

Registered:



26/02/2021

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF
LOT 15 DP1198266

DP1264557

Subdivision Certificate number: SC2010031

Date of Endorsement: 18/2/2021

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
 - Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
 - Signatures and seals- see 195D *Conveyancing Act 1919*
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

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

1. EASEMENT TO DRAIN SEWAGE 3 WIDE (S)
2. EASEMENT TO DRAIN SEWAGE 4 WIDE (T)
3. EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH (SV)
4. EASEMENT TO DRAIN WATER 3 WIDE (D)
5. EASEMENT TO DRAIN WATER 4 WIDE (C)
6. EASEMENT TO DRAIN WATER VARIABLE WIDTH (B)
7. EASEMENT FOR MULTIPURPOSE ELECTRICAL INSTALLATION 4.2 WIDE (E)
8. RIGHT OF CARRIAGEWAY VARIABLE WIDTH (R)
9. RESTRICTIONS ON USE OF LAND
10. RESTRICTIONS ON USE OF LAND
11. RESTRICTIONS ON USE OF LAND
12. RESTRICTIONS ON USE OF LAND
13. RESTRICTION ON THE USE OF LAND (MS)
14. RESTRICTIONS ON THE USE OF LAND

TO RELEASE:

1. PART OF EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE (Q) (DP1198266)
2. EASEMENT FOR DRAINAGE OF WATER 3 WIDE (R) (DP1198266)
3. EASEMENT FOR DRAINAGE OF SEWAGE 36 WIDE (W) (DP1198266)
4. EASEMENT FOR DRAINAGE OF WATER 36 WIDE (X) (DP1198266)
5. RIGHT OF CARRIAGEWAY 36 WIDE (Y) (DP1198266)
6. EASEMENT FOR DRAINAGE OF SEWAGE VARIABLE WIDTH (Z) (DP1198266)

If space is insufficient use additional annexure sheet


Surveyor's Reference: 13/054

PLAN FORM 6A (2017)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 6 sheet(s)

Registered:  26/02/2021 Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF
 LOT 15 DP 1198266

DP 1264557

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
 - Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
 - Signatures and seals- see 195D Conveyancing Act 1919
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: 5020/0031

Date of Endorsement: 18/2/2021

LOT	SUB ADDRESS	ADDRESS	ROAD NAME	ROAD TYPE	LOCALITY
1		23	BLUE HORIZON	DRIVE	CASUARINA
2		25	BLUE HORIZON	DRIVE	CASUARINA
3		27	BLUE HORIZON	DRIVE	CASUARINA
4		29	BLUE HORIZON	DRIVE	CASUARINA
5		31	BLUE HORIZON	DRIVE	CASUARINA
6		33	BLUE HORIZON	DRIVE	CASUARINA
7		35	BLUE HORIZON	DRIVE	CASUARINA
8		37	BLUE HORIZON	DRIVE	CASUARINA
9		27	HABITAT	DRIVE	CASUARINA
10		29	HABITAT	DRIVE	CASUARINA
11		31	HABITAT	DRIVE	CASUARINA
12		33	HABITAT	DRIVE	CASUARINA
13		35	HABITAT	DRIVE	CASUARINA
14		37	HABITAT	DRIVE	CASUARINA
15		39	HABITAT	DRIVE	CASUARINA
16		41	HABITAT	DRIVE	CASUARINA
17		19	BLUE HORIZON	DRIVE	CASUARINA
18		17	BLUE HORIZON	DRIVE	CASUARINA
19		15	BLUE HORIZON	DRIVE	CASUARINA
20		13	BLUE HORIZON	DRIVE	CASUARINA
21		11	BLUE HORIZON	DRIVE	CASUARINA
22		9	BLUE HORIZON	DRIVE	CASUARINA
23		7	BLUE HORIZON	DRIVE	CASUARINA
24		5	BLUE HORIZON	DRIVE	CASUARINA
25		3	BLUE HORIZON	DRIVE	CASUARINA
26		1	BLUE HORIZON	DRIVE	CASUARINA
27		12	HABITAT	DRIVE	CASUARINA
28		14	HABITAT	DRIVE	CASUARINA

If space is insufficient use additional annexure sheet




Surveyor's Reference: 13/054

PLAN FORM 6A (2017)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 6 sheet(s)

Registered:  26/02/2021 Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF
 LOT 15 DP 1198266

DP1264557

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
 - Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
 - Signatures and seals- see 195D Conveyancing Act 1919
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: SC2010031

Date of Endorsement: 18/2/2021

LOT	SUB ADDRESS	ADDRESS	ROAD NAME	ROAD TYPE	LOCALITY
29		16	HABITAT	DRIVE	CASUARINA
30		18	HABITAT	DRIVE	CASUARINA
31		20	HABITAT	DRIVE	CASUARINA
32		22	HABITAT	DRIVE	CASUARINA
33		24	HABITAT	DRIVE	CASUARINA
34		26	HABITAT	DRIVE	CASUARINA
35		28	HABITAT	DRIVE	CASUARINA
36		30	HABITAT	DRIVE	CASUARINA
37		32	HABITAT	DRIVE	CASUARINA
38		23	HABITAT	DRIVE	CASUARINA
39		21	HABITAT	DRIVE	CASUARINA
40		19	HABITAT	DRIVE	CASUARINA
41		17	HABITAT	DRIVE	CASUARINA
42		15	HABITAT	DRIVE	CASUARINA
43		13	HABITAT	DRIVE	CASUARINA
44		11	HABITAT	DRIVE	CASUARINA
45		9	HABITAT	DRIVE	CASUARINA
46		6	GRAND	PARADE	CASUARINA
47		7	HABITAT	DRIVE	CASUARINA
48		8	CANDLENUT	STREET	CASUARINA
49		6	CANDLENUT	STREET	CASUARINA
50		5	HABITAT	DRIVE	CASUARINA
51		10	GRAND	PARADE	CASUARINA
52		14	GRAND	PARADE	CASUARINA
53		16	GRAND	PARADE	CASUARINA
54		25	GRAND	PARADE	CASUARINA
55		21	GRAND	PARADE	CASUARINA
56		17	GRAND	PARADE	CASUARINA

If space is insufficient use additional annexure sheet




Surveyor's Reference: 13/054

PLAN FORM 6A (2017)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 6 sheet(s)

Registered:  26/02/2021 Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF
 LOT 15 DP 1198266

DP1264557

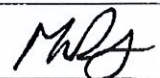
- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
 - Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
 - Signatures and seals- see 195D Conveyancing Act 1919
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: SC2010031

Date of Endorsement: 18/2/2021

LOT	SUB ADDRESS	ADDRESS	ROAD NAME	ROAD TYPE	LOCALITY
57		13	GRAND	PARADE	CASUARINA
58		9	GRAND	PARADE	CASUARINA
59		5	GRAND	PARADE	CASUARINA
60		6	BLACK WATTLE	CIRCUIT	CASUARINA
61		8	BLACK WATTLE	CIRCUIT	CASUARINA
62		10	BLACK WATTLE	CIRCUIT	CASUARINA
63		12	BLACK WATTLE	CIRCUIT	CASUARINA
64		14	BLACK WATTLE	CIRCUIT	CASUARINA
65		16	BLACK WATTLE	CIRCUIT	CASUARINA
66		18	BLACK WATTLE	CIRCUIT	CASUARINA
67		20	BLACK WATTLE	CIRCUIT	CASUARINA
68		22	BLACK WATTLE	CIRCUIT	CASUARINA
69		24	BLACK WATTLE	CIRCUIT	CASUARINA
70		26	BLACK WATTLE	CIRCUIT	CASUARINA
71		32	BLACK WATTLE	CIRCUIT	CASUARINA
72		30	BLACK WATTLE	CIRCUIT	CASUARINA
73		28	BLACK WATTLE	CIRCUIT	CASUARINA
74		29	BLACK WATTLE	CIRCUIT	CASUARINA
75		31	BLACK WATTLE	CIRCUIT	CASUARINA
76		33	BLACK WATTLE	CIRCUIT	CASUARINA
77		35	BLACK WATTLE	CIRCUIT	CASUARINA
78		37	BLACK WATTLE	CIRCUIT	CASUARINA
79		39	BLACK WATTLE	CIRCUIT	CASUARINA
80		41	BLACK WATTLE	CIRCUIT	CASUARINA
81		36	BLACK WATTLE	CIRCUIT	CASUARINA
82		34	BLACK WATTLE	CIRCUIT	CASUARINA
83		38	BLACK WATTLE	CIRCUIT	CASUARINA
84		40	BLACK WATTLE	CIRCUIT	CASUARINA

If space is insufficient use additional annexure sheet




Surveyor's Reference: 13/054

PLAN FORM 6A (2017)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 6 of 6 sheet(s)

Registered:  26/02/2021 Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF
 LOT 15 DP 1198266

DP1264557

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
 - Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
 - Signatures and seals- see 195D Conveyancing Act 1919
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: SC2010031
 Date of Endorsement: 18/2/2021

LOT	SUB ADDRESS	ADDRESS	ROAD NAME	ROAD TYPE	LOCALITY
85		42	BLACK WATTLE	CIRCUIT	CASUARINA
86		44	BLACK WATTLE	CIRCUIT	CASUARINA
87		46	BLACK WATTLE	CIRCUIT	CASUARINA
88		48	BLACK WATTLE	CIRCUIT	CASUARINA
89		50	BLACK WATTLE	CIRCUIT	CASUARINA

SIGNED BY

in his/her position of Trent Franklin
 Senior Client Manager

and as attorney for THE TRUST COMPANY (AUSTRALIA) LIMITED ACN 000 000 993 under Power of Attorney Book 4676 No. 134 who certifies that at the time of the execution of this instrument she/he has no notice of the revocation of the power of attorney

Trent Franklin
 SIGNATURE OF ATTORNEY

Jenny Icaro
 SIGNATURE OF WITNESS

Jennylou Icaro
 Client Service Officer
 NAME OF WITNESS

SIGNED BY SUNCORP-METWAY LIMITED ABN 66 010 831 722 by its attorney

DAVID ENGLISH
 under Power of Attorney
 Book 3859 No. 372

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

Harrison Dichm
 SIGNATURE OF WITNESS

Harrison Dichm
 NAME OF WITNESS
 Level 32, 266 George street
 Brisbane QLD 4000

SUNCORP METWAY LTD ABN 66 010 831 722
 BY ITS DULY CONSTITUTED ATTORNEY
 UNDER POWER OF ATTORNEY
 BOOK 3859 No. 372
 David English LEVEL 1

[Signature]
 SIGNATURE OF ATTORNEY

[Signature]

If space is insufficient use additional annexure sheet

Surveyor's Reference: 13/054

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

(Sheet 1 of 7 sheets)

Plan: **DP1264557**

Plan of Subdivision of Lot 15 DP 1 198266 covered by Subdivision Certificate No. *SC 201005 of 20 2 *

Full name and address of the owner of the land:

The Trust Company (Australia) Limited ACN 000 000 993
 of C/- Clarence Property Corporation Limited
 Unit 2, 75 Tamar Street, Ballina New South Wales 2478

Full name and address of the mortgagee of the land:

Suncorp-Metway Limited ABN 66 010 831 722
 of Level 28, 266 George Street, Brisbane Qld 4000

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement to drain sewage 3 wide (S)	Lots 18-26 Lot 47 Lot 50 Lot 52-53 Lots 60-65 Lots 68-89	Tweed Shire Council
2	Easement to drain sewage 4 wide (T)	Lots 9-16 Lots 28-37	Tweed Shire Council
3	Easement to drain sewage variable width (SV)	Lots 16-17 Lots 66-67	Tweed Shire Council
4	Easement to drain water 3 wide (D)	Lot 78 Lot 79	Lots 79,80 Los 80
5	Easement to drain water 4 wide (C)	Lot 9 Lot 10 Lot 11 Lot 12 Lot 28 Lot 29 Lot 30 Lot 31 Lot 32 Lot 33 Lot 34 Lot 35 Lot 36 Lot 76	Lots 10,11,12,13,14 Lots 11,12,13,14 Lots 12,13,14 Lots 13,14 Lots 29,30,31,32,33,34,35,36,37 Lots 30,31,32,33,34,35,36,37 Lots 31,32,33,34,35,36,37 Lots 32,33,34,35,36,37 Lots 33,34,35,36,37 Lots 34,35,36,37 Lots 35,36,37 Lots 36,37 Lot 37 Lots 74, 75
6	Easement to drain water variable width (B)	Lot 75 Lot 77	Lot 74 Lots 74, 75, 76, 78,79, 80

Plan: **DP1264557**

(Sheet 2 of 7 sheets)

Plan of Subdivision of Lot 15 DP 1198266 covered by
 Subdivision Certificate No. of 20 21

SC2010031

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
7	Easement for Multipurpose Electrical Installation 4.2 wide (E)	Lot 46 Lot 59	Essential Energy ABN 37 428 185 226
8	Right of carriageway variable width (R)	Lot 9 Lot 10 Lot 11	Lots 10, 11 Lots 9, 11 Lots 9, 10
9	Restrictions on use of land	Each lot (excluding lots 27, 54, 55)	Tweed Shire Council
10	Restrictions on the use of land	All lots (excluding lots 27, 38, 46 and 51 - 59)	Clarence Property Corporation Limited
11	Restrictions on the use of land	Lots 59, 74	Tweed Shire Council
12	Restrictions on the use of land	All lots (excluding lots 27, 54 and 55)	Tweed Shire Council
13	Restriction on the use of land (MS)	Part Black Wattle Circuit	Tweed Shire Council
14	Restrictions on the use of land	Lots 74-80 and Lots 26, 28 and 56	Tweed Shire Council

Part 1A (Release)

Number of item shown in the intention panel on the plan	Identity of easement or profit à prendre to be released and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Part of Easement for drainage of sewage 3 wide (Q) (DP 1198266)	Lot 59 and Grand Parade, formerly 15/1198266	Tweed Shire Council
2	Easement for drainage of water 3 wide (R) (DP 1198266)	15/1198266	Tweed Shire Council
3	Easement for drainage of sewage 36 wide (W) (DP 1198266)	15/1198266	Tweed Shire Council

Plan: **DP1264557**

(Sheet 3 of 7 sheets)

Plan of Subdivision of Lot 15 DP 1198266 covered by
Subdivision Certificate No. SC2010031 of 2021

Number of item shown in the intention panel on the plan	Identity of easement or profit à prendre to be released and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
4	Easement for drainage of water 36 wide (X) (DP 1198266)	15/1198266	Tweed Shire Council
5	Right of carriageway 36 wide (Y) (DP 1198266)	15/1198266	Tweed Shire Council
6	Easement for drainage of sewage variable width (Z) (DP 1198266)	15/1198266	Tweed Shire Council

Part 2 (Terms)

1. Terms of Easement to drain sewage 3 wide numbered 1

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

2. Terms of Easement to drain sewage 4 wide numbered 2

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

3. Terms of Easement to drain sewage variable width wide numbered 3

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

4. Terms of Easement to drain water 3 wide numbered 4

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

5. Terms of Easement to drain water 4 wide numbered 5

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

6. Terms of Easement to drain water variable width numbered 6

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

7. Terms of Easement for multipurpose electrical installation 4.2 wide numbered 7

Terms of Easement for Multi-Purpose Electrical Installation:



Plan: **DP1264557**

(Sheet 4 of 7 sheets)

Plan of Subdivision of Lot 15 DP 1198266 covered by
Subdivision Certificate No. S2010031 of 2021

- 7.1 In accordance with the terms contained in Part C of Memorandum AG189384
8. **Terms of Right of carriageway variable width numbered 8**
- 8.1 As provided for in Part 1 of Schedule 8 of the *Conveyancing Act 1991*, provided that the owner of the lots benefited and lots burdened by the easement must each maintain the easement with the cost of that maintenance to be shared equally or proportionately on an equitable basis.
9. **Terms of Restriction numbered 9**
- 9.1 Roof water from dwellings or structures and water from hardstand/carparking, and impermeable landscaping areas must be discharged to an infiltration pit sized to accommodate the three (3) month recurrence interval storm (being storm events up to the 3 month ARI event (deemed to be 40% of the 1 year ARI event)) assuming a maximum infiltration rate of 3m per day.
- 9.2 Any infiltration pit created on a Lot shall be approved by the Certifying Authority that certifies any construction certificate for any dwelling constructed on a Lot burdened and any application to the Certifying Authority for a construction certificate in respect of a dwelling shall be accompanied by a design for the proposed infiltration pit.
10. **Terms of Restriction numbered 10**
- No development is permitted on the lot burdened unless it:
- 10.1 Complies with the Architectural Design Regulations issued by Clarence Property Corporation Limited ACN 094 710 942; and
- 10.2 Has received design endorsement from Clarence Property Corporation Limited ACN 094 710 942.
11. **Terms of Restriction numbered 11**
- Any development on the lot burdened must:
- 11.1 Not include the construction of any fences within the 20 metre wide dedication area containing the East/West cycleway link;
- 11.2 A minimum building setback of 2m to the boundary of the 20 metre wide dedication area containing the East/West cycleway link.
12. **Terms of Restriction numbered 12**
- Future owners of the lot burdened are advised that the lot burdened is subject to a site classification that is poorer than 'M' under (Australian Standard) AS2870.
13. **Terms of Restriction numbered 13**
- Future owners of the land burdened to be managed in accordance with Environmental Management Plan prepared by Easterly Point, dated December 2020, document reference 18011.C and any subsequent revisions thereof.
14. **Terms of Restriction numbered 14**
- Future owners of the lots burdened are advised that the lots burdened are to be managed as an inner protection area as outlined in Section 4.1.3 and Appendix 5 of Planning for Bushfire Protection 2006 and the NSW Rural Fire Service's document Standards for Asset Protection Zones.



(Sheet 5 of 7 sheets)

Plan: **DP1264557**

Plan of Subdivision of Lot 15 DP 1198266 covered by
Subdivision Certificate No. SC 2010031 of 2021

Signed in accordance with Conveyancing (General) Regulation 2018.

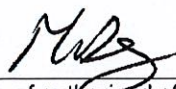
SIGNED BY **TWEED SHIRE COUNCIL** by its
authorised officer:)
)



Signature of witness

DYLAN CATT

Name of witness



Signature of authorised officer


MICK DENNY

Name of authorised officer

Plan: **DP1264557**

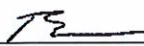
Plan of Subdivision of Lot 15 DP 1198266 covered by
Subdivision Certificate No. SC20 003 of 2021

SIGNED BY)
)
in his/her position of Trent Franklin)
Senior Client Manager)
.....)
and as attorney for **THE TRUST COMPANY**)
(AUSTRALIA) LIMITED ACN 000 000 993 under)
Power of Attorney Book **4676** No. **134**)
who certifies that at the time of the execution of)
this instrument she/he has no notice of the)
revocation of the power of attorney:)



Signature of witness
Jennylou Icaro
Client Service Officer

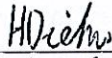
Name of witness



Signature of attorney


SIGNED BY **SUNCORP-METWAY LIMITED ABN**)
66 010 831 722 by its attorney)
)
 DAVID ENGLISH)
.....)
under Power of Attorney)
)
 Book **3859** No. **372**)
.....)
)
Who certifies he/she has not received notice of)
revocation of that power of attorney:)

SUNCORP METWAY LTD ABN 66 010 831 722
BY ITS DULY CONSTITUTED ATTORNEY
UNDER POWER OF ATTORNEY
BOOK 3859 No. 372
David English **LEVEL 1**



Signature of witness
Harrison Dixon

Name of witness



Signature of attorney

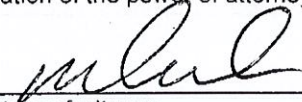


DP1264557

(Sheet ⁷ of ⁷ 8)

Plan of Subdivision of Lot 15 DP 1198266 covered by
Subdivision Certificate No. *SC 20/0031* of 2021

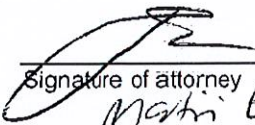
SIGNED BY **ESSENTIAL ENERGY**)
by its attorneys)
under Power of Attorney)
Book *445* No. *85*)
who certifies that at the time of the execution of)
this instrument she/he has no notice of the)
revocation of the power of attorney:)



Signature of witness

Melinda White

Name of witness
8 Miller St, Bt Macquarie



Signature of attorney
Martin English
Head of Legal

PLAN FORM 2

SIGNATURES AND SEALS ONLY

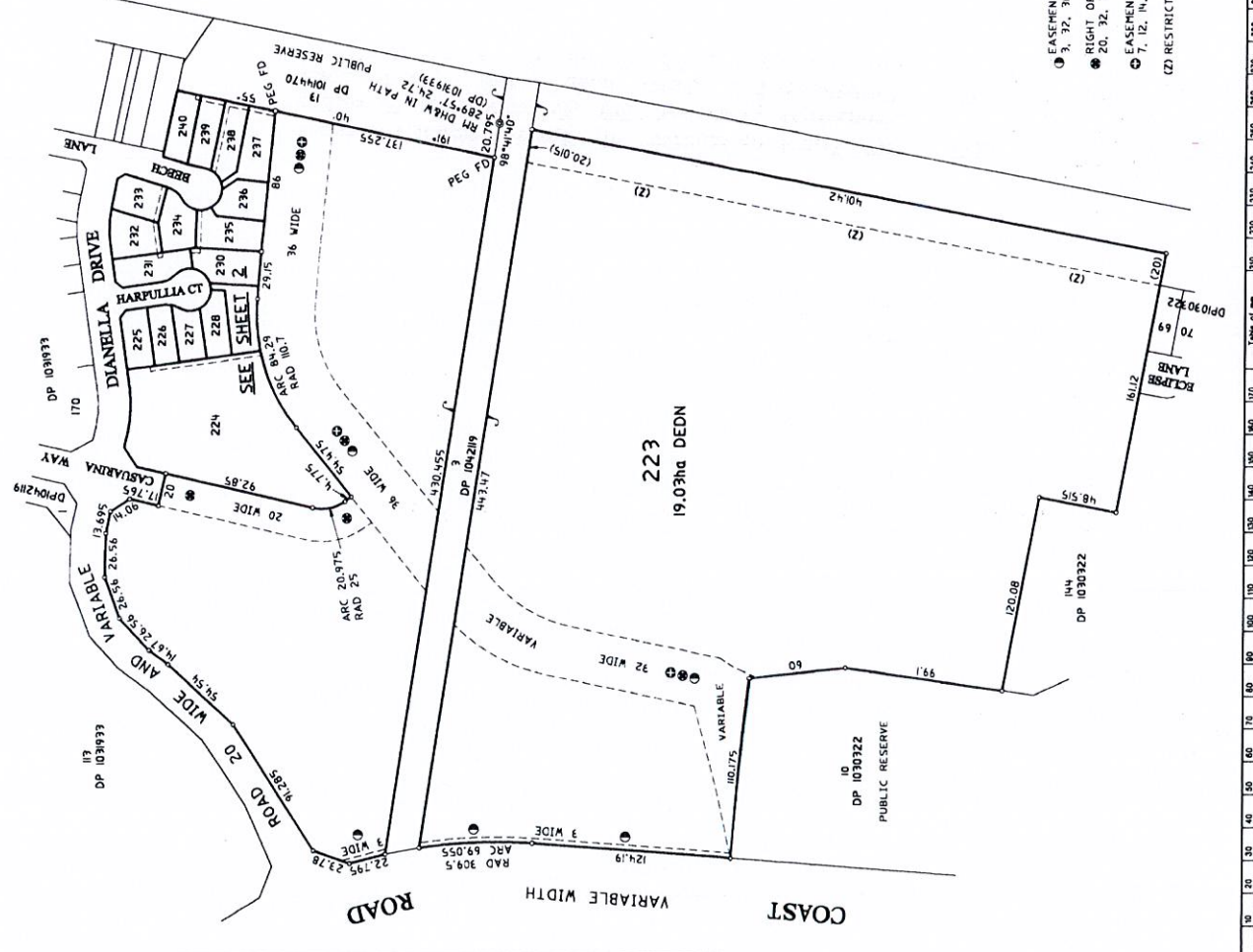
Director
DIRECTOR
KINGS BEACH (MOR) CITY COUNCIL
Common Seal of Kings Beach City Council

Director
DIRECTOR
AUSTRALIA (MOR) CITY COUNCIL
Common Seal of Australia (MOR) City Council

WESTpac Banking Corporation
ABN 33 001 871 141, by its attorney
Jonathan Kent Perry, Tier Three
Attorney under Power of Attorney
Book L 4289 NB 332.

Crown Lands Office Approval
LAW APPROVED
Lead District
Project No.
Page No.
Subdivision Certificate
Date of Entitlement: 15 January 2003
Subdivision Certificate No: S2003/0071

Plan Drawing only to appear in this space



OFFICE USE ONLY

DP1048494
Registered: [Signature]
Title System: TORRENS
Purpose: SUBDIVISION
Ref. Map: X 5467-7
Last Plan: D P 1048446
PLAN
OF SUBDIVISION OF
LOT 71 IN DP 1048416
Lengths are in metres Reduction Ratio 1:2000
LOA TWEED SHIRE
Locality: KINGSCLIFF
Parish: CUDGEN
County: ROUS
Sheet of 2 sheets
This is sheet 1 of my plan in sheets
(Mark II Inhabitable)
I, KENNETH GEORGE BUCKLEY
of ASPECT NORTH
2A CARRINGTON ST, LISMORE NSW 2480
a surveyor registered under the Surveyors Act 1992, hereby
certify that the plan and the information contained therein
has been made in accordance with the Surveyors Act 1992.
Registration 2001 and was completed on 9th DEC 2002
The survey relates to
Lots 223-240, 8, NEW ROADS
Area 19.03ha DEDN
Address in the plan that is not the subject of the survey
Corner Line X-Y Type: Urban/Rural
Date: 9th DEC 2002
Signed: [Signature]
Printed: [Signature]
Price used in preparation of Survey/Compilation:
DP 1030322
DP 1044770
DP 1042119
DP 1048416
PANELL FOR USE ONLY for statements of intention to
reserve, easements, restrictions on the use of land or
positive covenant.
IT IS INTENDED TO DEDICATE
TO THE PUBLIC AS ROAD:-
HARPULLIA COURT
EXTENSION OF BEECH LANE
PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT 1999, AS AMENDED
IT IS INTENDED TO:-
CREATE:
1. EASEMENT FOR DRAINAGE OF SEWAGE
3. 32. 36 WIDE AND VARIABLE WIDTH
2. RIGHT OF CARRIAGEWAY
20. 32. 36 WIDE AND VARIABLE WIDTH
3. EASEMENT FOR DRAINAGE OF WATER
7. 12. 14. 32. 36 WIDE AND VARIABLE (DP 1039933)
(Z) RESTRICTION ON THE USE OF LAND
4. RESTRICTION ON THE USE OF LAND
5. RESTRICTION ON THE USE OF LAND
6. RESTRICTION ON THE USE OF LAND
(CONTINUED ON SHEET 2)

OFFICE USE ONLY

PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DP 1048494

2010 9th DECEMBER 2002

KENNETH GEORGE BUCKLEY

ASPECT NORTH

2A CARRINGTON ST. LISMORE NSW 2480

Surveyor Registered and in Good Standing No. 2480

2 sheets

of the plan of 2 sheets

covered by Subdivision Certificate No. of SCOS(0071)

Authorised Person/Engineer/Architect/Plumber/Contractor/Designer/Builder/Other Professional

Signature

7. RESTRICTION ON THE USE OF LAND

8. RESTRICTION ON THE USE OF LAND

9. RESTRICTION ON THE USE OF LAND

RELEASE:

1. EASEMENT FOR DRAINAGE OF SEWAGE

3, 4, 7, 8, 12, 14, 32, 36, WIDE AND VARIABLE (DP 1031933)

2. RIGHT OF CARRIAGEWAY

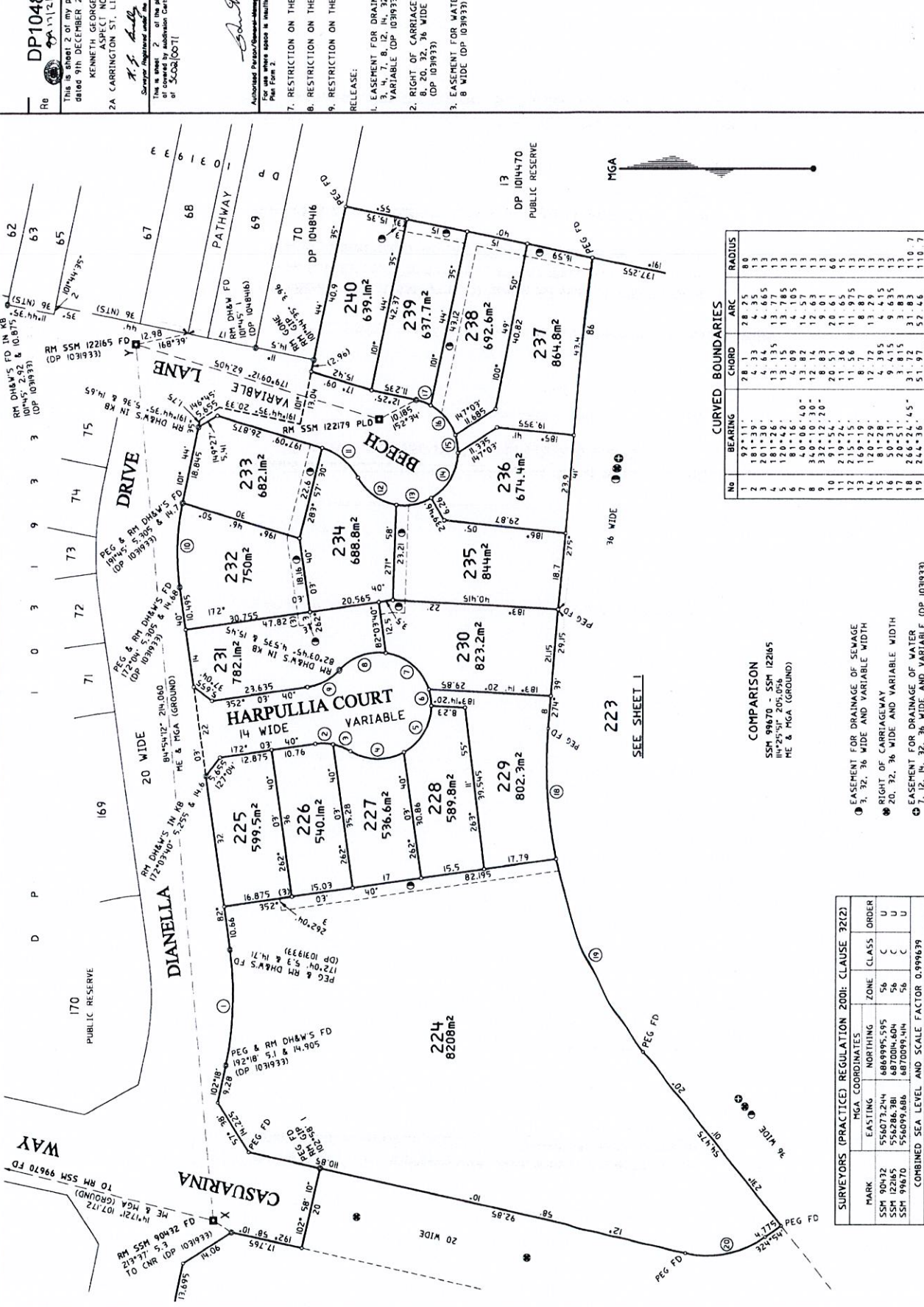
8, 20, 32, 36 WIDE AND VARIABLE (DP 1031933)

3. EASEMENT FOR WATER SUPPLY

8 WIDE (DP 1031933)

Reduction Ratio 1:600

SURVEYORS REFERENCE: 14131/2



CURVED BOUNDARIES

No	BEARING	CHORD	ARC	RADIUS
1	87° 31'	7.8	3.5	8.0
2	201° 30'	4.4	6.65	13
3	181° 26'	13.135	13.77	13
4	120° 42'	13.15	13.785	13
5	81° 16'	4.09	4.105	13
6	340° 10'	1.32	1.52	13
7	332° 12'	8.83	9.01	13
8	91° 54'	20.51	20.61	60
9	219° 24'	11.36	11.65	15
10	215° 15'	11.56	11.975	13
11	190° 29'	8.72	8.79	13
12	81° 28'	4.395	4.415	13
13	50° 31'	9.415	9.635	13
14	20° 51'	3.815	3.83	13
15	266° 24' 45"	31.72	31.83	110.7
16	54° 56'	5.19	5.26	110.7
17	348° 56'	2.0	2.0	2.3

COMPARISON

SSM 99670 - SSM 12265
 ME & MGA (GROUND)

- ⊙ EASEMENT FOR DRAINAGE OF SEWAGE
- ⊙ 3, 32, 36 WIDE AND VARIABLE WIDTH
- ⊙ RIGHT OF CARRIAGEWAY
- ⊙ 20, 32, 36 WIDE AND VARIABLE WIDTH
- ⊙ EASEMENT FOR DRAINAGE OF WATER
- ⊙ 7, 12, 14, 32, 36 WIDE AND VARIABLE (DP 1031933)

SURVEYORS (PRACTICE) REGULATION 2001: CLAUSE 32(2)

MARK	EASTING	NORTHING	ZONE	CLASS	ORDER
SSM 99670	554073.214	4868995.595	56	C	U
SSM 12265	554286.381	4872004.404	56	C	U
SSM 99670	554099.684	4870099.414	56	C	U

COMBINED SEA LEVEL AND SCALE FACTOR 0.999639
 OBTAINED FROM LAND INFORMATION CENTRE 12th SEPTEMBER 2002

Reg:R042485 /Doc:DP 1048494 P /Rev:18-Feb-2003 /NSW LRS /Pg:ALT /Prt:18-Jun-2021 15:01 /Seq:2 of 2

Office of the Registrar-General /Src:INFORMBACK /Ref:215174

Plan Description note to appear in this event

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

(Sheet 1 of 13 sheets)

DP1048494

Subdivision covered by Council's Certificate No SC02 10071 of 2002

Full name and address of owner of the land:

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

Full name and address of mortgagee of the land:

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

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

Part 1 (Creation)

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

DP1048494

(Sheet 2 of 13 sheets)

Part 1A (Release)

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

Part 2 (Terms)

1. Terms of Restriction on Use thirdly referred to in the abovementioned plan:
On each lot burdened no building, structure or other improvement (except fencing or landscaping) shall be constructed or made between the Eastern boundary of the lot burdened and the broken line designated (Z) on the plan.
2. Terms of Restriction on Use fourthly referred to in the abovementioned plan:
Direct vehicular access to and from the Coast Road from each lot burdened is prohibited other than from approved junctions.
3. Terms of Restriction on Use fifthly referred to in the abovementioned plan:
Alteration of the finished ground levels of the acoustical bund within 1 metre of the boundary of the lots burdened and the Coast Road is prohibited.
4. Terms of Restriction on Use sixthly referred to in the abovementioned plan:
 - 4.1 Roof water from dwellings or structures must be discharged to an infiltration pit sized to accommodate the 3 month average recurrence interval storm.
 - 4.2 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.

DP1048494

(Sheet 3 of 13 sheets)

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

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

Vines and Creepers

Common Name

Asparagus fern

Balloon vine

Black-eyed Susan

Blue Thunbergia

Cape Ivy

Cats Claw Creeper

Climbing Fig

Climbing Nightshade

Dutchman's Pipe

Flame Flower

Florists Smilax

Japanese Honeysuckle

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

Thomy Poinciana

Species

Asparagus africanus

Asparagus plumosus

Cardiospermum grandiflorum

Thunbergia alata

Thunbergia grandiflora

Delairea odorata

Macfadyena unguis – cati

Ficus pumila

Solanum seafortianum

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

Blue Periwinkle

Canna Lily

Cardamon Ginger

Coral Berry

Crocsmia

Crucifix Orchid

Elephants Ears

Fishbone Fern

Freckle Face

Glory Lily

Ground Asparagus

Hairy Commelina

Kahili Ginger

White Flowered Ginger

Pink Flowered Ginger

Mother in Laws Tongue

Mother of Millions

Resurrection Plant

Zantescantia aethiopica

Watsonia bulbifera

Impatiens walleriana

Vinca major

Canna indica

Alpinia calcarata

Rivina humilis

Crocsmiax crocsmia

Epidendrum sp.

Alocasia aroides

Nephrolepis exalta

Nephrolepis cordifolia

Hypoestes sanguinolenta

Gloriosa superba

Protasparagus aethiopicus

Commelina benghalensis

Hedychium gardnerianum

Hedychium spicatum

Hedychium coccineum

Sansevieria spp.

Bryophyllum daigremontiana

Bryophyllum pinnatum

DP1048494

(Sheet 4 of 13 sheets)

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

Euphorbia cyathophora
Dendranthema maxima
Desmodium uncinatum
Tradescantia fluminensis
Zebrina pendula

Shrubs

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

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

Privet:
Large-leaved
Small-leaved
Singapore Daisy
Tobacco Bush

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

Trees

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

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

Spathodea campanulata
Robinia pseudoacacia
Eugenia uniflora
Schinus terebinthifolia
Schinus areia
Corymbia torelliana
(syn. Eucalyptus torelliana)
Cinnamomum camphora
Celtis sinensis
Erythrina crista-galli
Erythrina sykesii
Erythrina nigra
Syagrus romanzoffiana
Koelreuteria paniculata
Tabebuia chrysantha
Psidium cattleianum
Psidium guajava
Inga spp.
Eugenia jaboticaba

DP1048494

(Sheet 5 of 13 sheets)

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

- 5.2 No person occupying a lot burdened shall have more than one dog upon any lot burdened and shall not have any such dog unless the boundaries of the subject lot are securely fenced.
- 5.3 No person occupying any lot burdened may have a dog unless it is registered with the Tweed Shire Council and the relevant fee paid by the applicant and a secure dog-proof compound has been constructed upon the lot and such compound has been approved by the Tweed Shire Council.
- 5.4 No person occupying any lot may retrieve a dog that has been impounded by the Tweed Shire Council unless that person can satisfy Tweed Shire Council that a secure dog-proof compound has been constructed on the subject lot.
- 5.5 No person occupying any lot shall have more than one cat upon any lot, such cat being de-sexed and any such cat must be restrained within the building on the subject lot or within a secure night-cage between the hours of 6.00pm and 6.00am daily.
6. Terms of Restriction on Use eighthly referred to in the abovementioned plan:
- 6.1 **Definitions**
- (1) **"AMCORD"** means the Australian Model Code of Residential Development;
- (2) **"ARC"** or **"Architectural Review Committee"** means a committee nominated by Kings Beach from time to time;
- (3) **"Beachfront Lot"** means a Lot which fronts the beach, adjoins the beach or is separated from the beach by only an esplanade;

DP1048494

(Sheet 6 of 13 sheets)

- (4) **"Building Works"** means any works or proposed works in respect of a Lot or Lots including without limitation proposed external construction, alterations, additions, extensions and repairs whether to dwellings or associated structures or buildings, or fences, retaining walls, exterior lighting, driveways or recreational facilities. It includes landscaping and tree planting, painting and repainting;
- (5) **"Building Works Consent Body"** means Kings Beach or the ARC;
- (6) **"Consolidation"** means a proposal by a proprietor of a Lot to consolidate that Lot with one or more other Lots as one land title;
- (7) **"Corner Lot"** means a lot bounded by 2 or more roads where the roads intersect and join;
- (8) **"Council"** means Tweed Shire Council;
- (9) **"Design and Building Standards"** means, in relation to the Main Dwelling and other structures:
- (a) a maximum height of 2 storeys;
 - (b) a rooftop observatory (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 setback for which must be in accordance with clause 6.1(9)(q);
 - (d) minimum setback from a Secondary Street Boundary of a Corner Lot of 3 metres;
 - (e) minimum Side Boundary setback of 900mm to the fascia and in compliance with Element 5.4; Building Envelope and Siting of AMCORD, except that in relation to:
 - (i) a Non-Beachfront Lot, a side or rear wall of a garage may abut the Side or Rear Boundary and must be constructed of maintenance free materials such as masonry; and

DP1048494

(Sheet 7 of 13 sheets)

- (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;
- (g) Site Coverage must not exceed 50% of the area of a Lot;
- (h) roofing only of matt finished profiled metal deck (eg. copper, zinc or Colourbond) or flat shingle profile tiles;
- (i) minimum eaves overhang of 600mm;
- (j) no curved or undulating parapets;
- (k) external walls of Main Dwelling only of the following materials:
 - (i) masonry finished in a rendered and painted textured finish;
 - (ii) masonry finished in a bagged and painted finish;
 - (iii) fibre cement wall sheeting;
 - (iv) timber shingles; and/or
 - (v) timber weather boards or plywood with a painted or stained finish;
 - (vi) plain brickwork (subject to clause 6.1(9)(l));
 - (vii) metal deck cladding (subject to clause 6.1(9)(m));
- (l) maximum 10% plain brickwork on total area of external wall surfaces and 100% solid construction of walls only with ARC approval;
- (m) metal deck cladding not to exceed 50% of total area of external wall surfaces;
- (n) external colours to complement the beach surroundings;
- (o) ground floor windows and verandahs suitably screened by dense landscaping or screen fencing to a maximum height of 1.8 metres;

DP1048494

(Sheet 8 of 13 sheets)

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

DP1048494

(Sheet 9 of 13 sheets)

- (v) coloured concrete with inserts;
provided that finishes over Council's nature-strip are to comply with Council's "Access to Property" policy;
- (aa) fencing for a Non-Beachfront Lot, (which is not a Corner Lot) as follows:
 - (i) to Street Front Boundary to maximum height of 1.2 metres, no more than 75% solid construction and constructed only from timber, brushwood or masonry (metal railings permitted).
 - (ii) Side Boundary fencing to maximum height of 1.2 metres from Street Front Boundary to building line and maximum height of 1.8 metres for remaining length of Lot, constructed only from timber, brushwood or masonry.
 - (iii) Rear Boundary Fencing to a maximum height of 1.8 metres and constructed only from timber, brushwood or masonry.
- (bb) fencing for a Beachfront Lot as follows:
 - (i) to Street Front Boundary to maximum height of 1.2 metres, no more than 75% solid construction and constructed only from timber, brushwood or masonry (metal railings permitted).
 - (ii) Side Boundary fencing to a maximum height of 1.2 metres from Street Front Boundary to building line and maximum height of 1.8 metres up to the boundary line between the 2(e) Zone and the 7(f) Zone and a maximum height of 1.2 metres for the remaining length of the Lot, constructed only of timber, brushwood or masonry (metal railings permitted).
 - (iii) fencing between a Beachfront Lot and the beach reserve to be a maximum height of 1.2 metres;
- (cc) fencing for a Non-Beachfront Lot which is a Corner Lot to Secondary Street Boundary to be a maximum height of 1.2 metres, no more than 75% solid construction and constructed of timber, brushwood or masonry (metal railings permitted);

DP1048494

(Sheet 10 of 13 sheets)

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

DP1048494

(Sheet 11 of 13 sheets)

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

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

DP1048494

(Sheet 12 of 13 sheets)

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

6.3 Amendments

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

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

6.4 Severability

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

DP1048494

(Sheet 13 of 13 sheets)

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

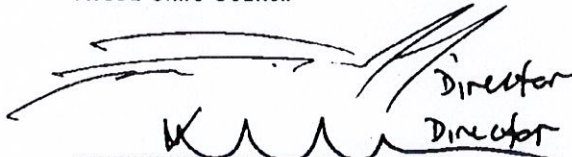
No excavation is permitted below a depth of 2.5 metres below the existing surface level of the lot burdened unless a gamma radiation survey has been carried out and submitted to Tweed Shire Council and the written approval of that Council obtained for the proposed works.

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

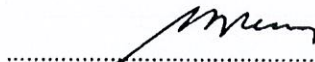
Kings Beach (No. 2) Pty Limited ACN 088 124 190

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

Tweed Shire Council


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




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


Director
Investment Management Australia Limited

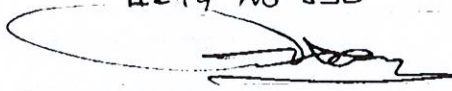
DIRECTOR



205851_1.DOC

WESTPAC BANKING CORPORATION

BY ITS ATTORNEY MICHAEL FOSTER
GRAY TIER 3 ATTORNEY BOOK
4299 No 332



IN THE PRESENCE OF


GARRY BOULDING JP

REGISTERED  9a 17/2/2003

Planning Certificate under Section

10.7 (formerly Section 149)

Environmental Planning and Assessment Act, 1979

Land No. 85544

Applicant: InfoTrack
GPO Box 4029
SYDNEY NSW 2000

Certificate No: ePlanCer22/2511
Date of Issue: 06/09/2022
Fee Paid: \$62.00
Receipt No:

Your Reference:

eCustomer Reference: 38284

Property Description: Lot 47 DP 1264557; No. 7 Habitat Drive 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 (Koala Habitat Protection) 2020

State Environmental Planning Policy (State Significant Precincts) 2005

State Environmental Planning Policy (Primary Production and Rural Development) 2019

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

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 B2 Local Centre

1 Objectives of zone

- To provide a range of retail, business, entertainment and community uses that serve the needs of people who live in, work in and visit the local area.
- To encourage employment opportunities in accessible locations.
- To maximise public transport patronage and encourage walking and cycling.
- To provide for tourism and residential opportunities that contribute to the vitality of the local centre.

2 Permitted without consent

Environmental facilities; Environmental protection works; Home occupations

3 Permitted with consent

Boarding houses; Child care centres; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Function centres; Home industries; Information and education facilities; Medical centres; Passenger transport facilities; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Roads; Service stations; Shop top housing; Tourist and visitor accommodation; Any other development not specified in item 2 or 4

4 Prohibited

Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Boat building and repair facilities; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Marinas; Moorings; Mortuaries; Open cut mining; Residential accommodation; Rural industries; Sex services premises; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Warehouse or distribution centres; Wharf or boating facilities; Wholesale supplies

[End of Zone B2 Table]

Zone R1 General Residential

1 Objectives of zone

- To provide for the housing needs of the community.

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

2 Permitted without consent

Environmental facilities; Environmental protection works; Home occupations

3 Permitted with consent

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

4 Prohibited

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

[End of Zone R1 Table]

Statement:

On 1 December 2022, Business and Industrial zones will be replaced by the new Employment zones under the Standard Instrument (Local Environmental Plans) Order 2006. The Department of Planning and Environment is currently exhibiting details of how each Local Environmental Plan that includes a current Business or Industrial zone will be amended to use the new Employment zones. The Explanation of Intended Effect (EIE) and a searchable web tool that displays the current and proposed zone for land covered in this public exhibition is available on the Planning Portal <https://www.planningportal.nsw.gov.au/employment-zones>.

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

"Schedule 4 Planning certificates

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

Subdivisions Code (Strata Subdivision)

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

Demolition Code

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

Commercial and Industrial Alterations Code

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

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

Yes. Complying Development under the Housing Code, Rural Housing Code, Low Rising Housing Diversity Code & Greenfield Housing Code may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Housing Alterations Code and General Development Code

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

Commercial and Industrial (New Buildings and Additions) Code

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

Qualifying Statement on Council Data Affecting this Item

Tweed Shire Council does not have sufficient information to ascertain the extent to which certain complying development may or may not be carried out on the land being used.

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

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

Item 7A(1-3)

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

Floodplain Risk Management Study

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

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

ITEM 8

Land Reserved for Acquisition:

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

The subject land is not identified as being subject to acquisition by a public authority (as referred to in section 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.

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

ITEM 12

Property Vegetation Plans

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

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

ITEM 13

Orders under Trees (Disputes between Neighbours) Act 2006

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

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

ITEM 14

Directions under Part 3A

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

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

ITEM 15

Site compatibility certificates and conditions for seniors housing

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

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

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

ITEM 16

Site compatibility certificates for infrastructure, schools or TAFE establishments

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

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

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

ITEM 17

Site compatibility certificates and conditions for affordable rental housing

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

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

ITEM 18

Paper subdivision information

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

There is no paper subdivision information relating to this land.

ITEM 19

Site verification certificates

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

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

There are no site verification certificates relating to this land.

ITEM 20

Loose-fill asbestos insulation

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

The land is not affected or listed on the register.

ITEM 21

Affected building notices and building product rectification orders

- (1) A statement of whether there is any affected building notice of which the council is aware that is in force in respect of the land.
- (2) A statement of:
- (a) whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and
 - (b) whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.
- (3) In this clause:
- affected building notice** has the same meaning as in Part 4 of the Building Products (Safety) Act 2017.
- building product rectification order** has the same meaning as in the Building Products (Safety) Act 2017.

The land is not affected by any building notice.

Prescribed matters in accordance with the Contaminated Land Management Act 1997

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

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

(a) Significantly Contaminated Land

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

(b) Management Order

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

(c) Approved Voluntary Management Proposal

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

(d) Ongoing Maintenance Order

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

(e) Site Audit Statement

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

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

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

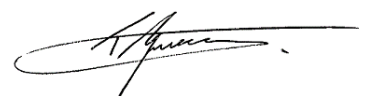
When information pursuant to Section 10.7(5) is requested, the Council is under no obligation to furnish any particular information pursuant to that Section. The absence of any reference to any matters affecting the land shall not imply that the land is not affected by any matter not referred to in this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

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

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



TROY GREEN
GENERAL MANAGER

Per

Council Reference: DD21/1314
Your Reference:
eCustomer Reference: 215174



18 June 2021

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

InfoTrack
GPO Box 4029
SYDNEY NSW 2000

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

Fax (02) 6670 2429
PO Box 816
Murwillumbah NSW 2484

Please address all communications
to the General Manager

ABN: 90 178 732 496

Dear Sir/Madam

Sewer Diagram
Lot 47 DP 1264557; No. 7 Habitat Drive 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

Denise Galle
MANAGER BUILDING AND ENVIRONMENTAL HEALTH

Enclosure

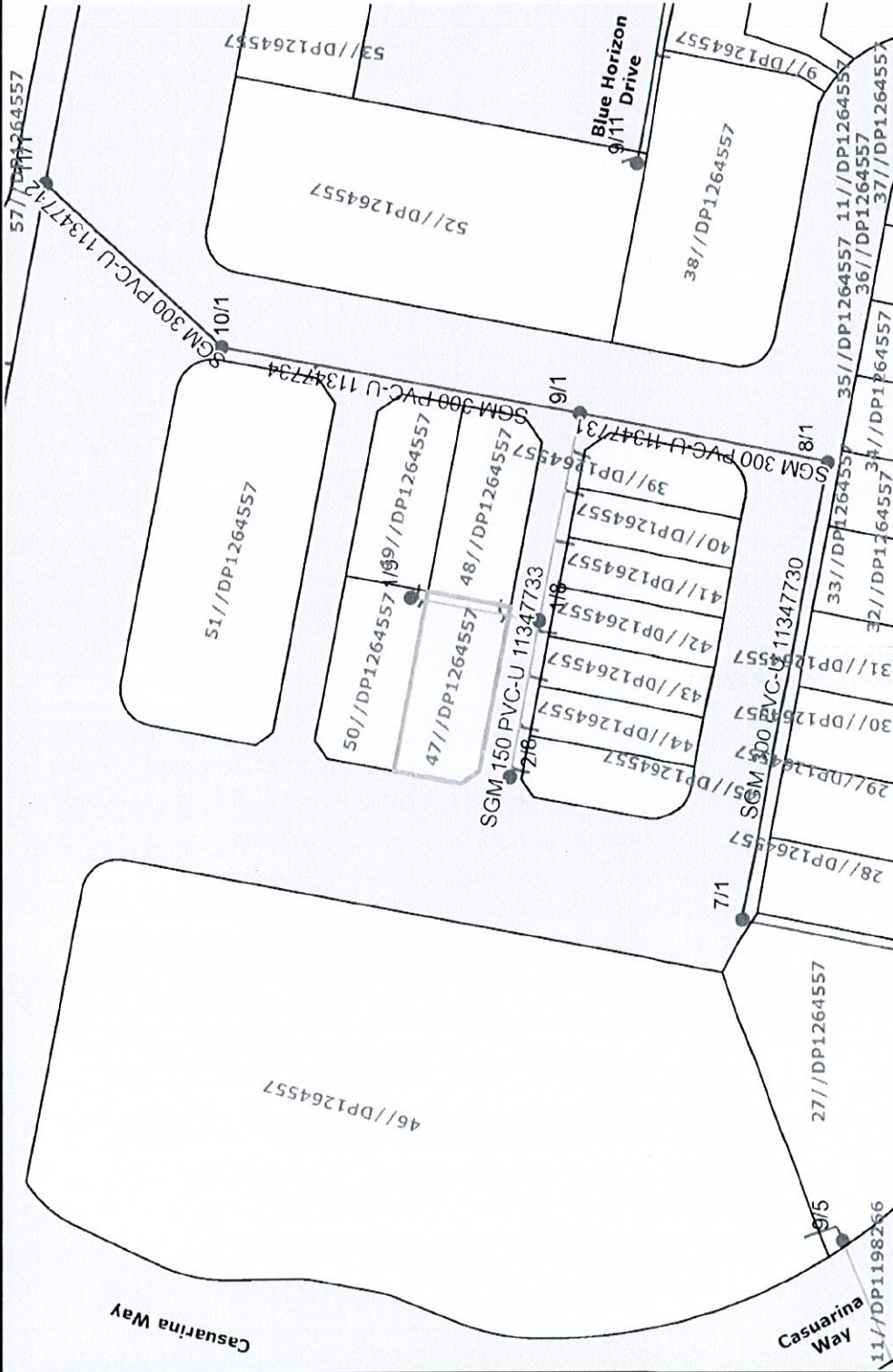
Sewer Network Report

Lot & DP: 47//1264557

Land No: 85544

Owners: Mr Michael A Hill, Mrs Sandra Hill

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



Disclaimer: While every care is taken to ensure the accuracy of this data, Tweed Shire Council makes no representations or warranties expressed or implied, statutory or otherwise, about its accuracy, reliability, completeness or suitability for any particular purpose and disclaims all responsibility and all 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 as a preliminary indication only. Any excavations or 'Dig before you Dig' enquiries must be made by calling '1100'. The information contained in this document remains valid for the 30 days only from the date of supply.

1:1,000

40 Metres

17/06/2021 1:54 pm

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