

# Contract for the sale and purchase of land 2022 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW DAN:</b>
vendor's agent	<b>LS Properties</b> <b>PO Box 1487, Kingscliff NSW 2487</b> <b>Email: info@lsproperties.com.au; kristy@lsproperties.com.au</b>	<b>Phone: 0408 337 122</b> <b>Ref: Ethan Price</b>
co-agent		
vendor		
vendor's solicitor	<b>NP Conveyancing</b> <b>Shops 4 &amp; 5/5 Coronation Avenue, Pottsville NSW 2489</b> <b>PO Box 108, Pottsville NSW 2489</b> <b>Email: narelle@npconveyancing.com.au</b>	<b>Phone: (02) 6676 0407</b> <b>Fax: (02) 6676 1456</b> <b>Ref: ND:KS:22108</b>
date for completion	<b>30 days after the contract date (clause 15)</b>	
land (address, plan details and title reference)	<b>13 Kanooka Crescent, Bogangar NSW 2488</b> <b>Lot 16 in Deposited Plan 1273771</b> <b>Folio Identifier 16/1273771</b>	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: swimming pool	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input type="checkbox"/> air conditioning	<input type="checkbox"/> clothes line	<input checked="" type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood
	<input checked="" type="checkbox"/> blinds	<input checked="" type="checkbox"/> curtains	<input checked="" type="checkbox"/> insect screens	<input checked="" type="checkbox"/> solar panels
	<input checked="" type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input checked="" type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input checked="" type="checkbox"/> pool equipment	<input checked="" type="checkbox"/> TV antenna
	<input checked="" type="checkbox"/> other: air conditioner (ducted)			
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)			

**Where there is more than one purchaser**     JOINT TENANTS  
 tenants in common     in unequal shares, specify: \_\_\_\_\_

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

buyer's agent

Note: Clause 20.15 provides "Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked."

## SIGNING PAGE

VENDOR	PURCHASER
<p><b>Signed by</b></p>   <p>_____</p> <p>Vendor</p>   <p>_____</p> <p>Vendor</p>	<p><b>Signed by</b></p>   <p>_____</p> <p>Purchaser</p>   <p>_____</p> <p>Purchaser</p>
VENDOR (COMPANY)	PURCHASER (COMPANY)
<p><b>Signed by</b> _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p>   <p>_____ Signature of authorised person      _____ Signature of authorised person</p> <p>_____ Name of authorised person              _____ Name of authorised person</p> <p>_____ Office held                                      _____ Office held</p>	<p><b>Signed by</b> _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p>   <p>_____ Signature of authorised person      _____ Signature of authorised person</p> <p>_____ Name of authorised person              _____ Name of authorised person</p> <p>_____ Office held                                      _____ Office held</p>

### Choices

Vendor agrees to accept a **deposit-bond**

NO  yes

**Nominated Electronic Lodgement Network (ELN)** (clause 4):  
**Manual transaction** (clause 30)

PEXA  
 NO  yes

(if yes, vendor must provide further details, including any applicable exception, in the space below):

### 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 details)

If the details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice at least 7 days before the date for completion.

### **GSTRW payment (GST residential withholding payment) – 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 representative:

Supplier's contact 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 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 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input checked="" type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate	<input type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off-the-plan contract <input type="checkbox"/> 59 other document relevant to off-the-plan contract
<p><b>Home Building Act 1989</b></p> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover	<p><b>Other</b></p> <input type="checkbox"/> 60
<p><b>Swimming Pools Act 1992</b></p> <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance	

**HOLDER OF STRATA OR COMMUNITY SCHEME 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 residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, 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 the *Home Building Act 1989*, Part 8, Division 1A. In particular, a purchaser should—

- (a) search the Register required to be maintained under the *Home Building Act 1989*, Part 8, Division 1A, and
- (b) ask the relevant local council whether it holds 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 the *Conveyancing Act 1919*, section 66X. This statement 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 before 5pm on—
  - (a) for an off the plan contract—the tenth business day after the day on which the contract was made, or
  - (b) in any other case—the fifth business day after the day on which the contract was made.
- 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 the Act, section 66W, 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 the Act, section 66ZG.
- 4 A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.
- 5 The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. 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 and Stock Agents Act 2002 prescribe a number of conditions applying to sales by auction.

## WARNINGS

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

<b>APA Group</b> <b>Australian Taxation Office</b> <b>Council</b> <b>County Council</b> <b>Department of Planning and Environment</b> <b>Department of Primary Industries</b> <b>Electricity and gas</b> <b>Land and Housing Corporation</b> <b>Local Land Services</b>	<b>NSW Department of Education</b> <b>NSW Fair Trading</b> <b>Owner of adjoining land</b> <b>Privacy</b> <b>Public Works Advisory</b> <b>Subsidence Advisory NSW</b> <b>Telecommunications</b> <b>Transport for NSW</b> <b>Water, sewerage or drainage authority</b>
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If you think that any of these matters affects the property, tell your solicitor.
2. **A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.**
3. **If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.**
4. **If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.**
5. **The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.**
6. **Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.**
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)

1.1	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>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i> ) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<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>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> <li>● the issuer;</li> <li>● the expiry date (if any); and</li> <li>● the amount;</li> </ul>
<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>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>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<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 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>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>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>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<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>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;



<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<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> ;
<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).

- 1.2 Words and phrases used in this contract (italicised and in Title Case, such as *Conveyancing Transaction*, *Digitally Signed*, *Electronic Workspace*, *ELN*, *ELNO*, *Land Registry*, *Lodgment Case* and *Subscriber*) have the meanings given in the *participation rules*.

## 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 –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
- 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
- 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
- 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
- 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* 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 the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *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 16.5.
- 3.9 The vendor must give the purchaser any original *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 any original *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 any original *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 any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
- 4.1.2 a *party* *serves* a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 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
- 4.2.2 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.
- 4.3 The *parties* must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
- 4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must *within 7* days of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
- 4.7.2 create and *populate* an *electronic transfer*;
- 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
- 4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 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.
- 4.11 Before completion, the *parties* must ensure that –
- 4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 4.11.2 all certifications required by the *ECNL* are properly given; and
- 4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW 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*.

- 4.13 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 –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are 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; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 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 –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

## 5 Requisitions

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

## 6 Error or misdescription

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

## 7 Claims by purchaser

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

## 8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within 14 days* after that *service*.

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *servicing* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

## 9 Purchaser's default

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

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

## 10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

## 11 Compliance with work orders

- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

## 12 Certificates and inspections

The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –

- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

**13 Goods and services tax (GST)**

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
  - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
  - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the vendor *serves* details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business 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 either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

## 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, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for 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 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 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.
- 14.7 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 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 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.
- 16.4 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
- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

## 17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

**18 Possession before completion**

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
  - 18.2.2 make any change or structural alteration or addition to the *property*; or
  - 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
  - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
  - 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

**19 Rescission of contract**

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

**20 Miscellaneous**

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);
  - 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;
  - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
  - 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 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 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) 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.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
- 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

## 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 s171 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 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 14.6 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 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information 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 –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
  - 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 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 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 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.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 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.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* 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.

**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 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a 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 burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 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
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 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.
- 30.8 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.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *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 –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 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).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *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.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

### 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 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business 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 either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 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 sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 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.

Kanooka Crescent, Bogangar NSW 2488

**SPECIAL CONDITIONS**  
**CONTRACT FOR SALE AND PURCHASE OF LAND**

**BETWEEN:**

(Vendor/s)

**AND:**

Purchaser/s)

**Property: 13 Kanooka Crescent, Bogangar NSW 2488**

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

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

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

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

**2. Claims by Purchaser**

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

**3. Contract**

It is hereby agreed and declared that:

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

**4. Notice to Complete**

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

is required to pay the sum of \$275.00 (inclusive of GST), to the vendor on settlement being fees associated with issuing the notice.

**5. Death or incapacity**

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

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

**6. Purchaser acknowledgements**

The purchaser acknowledges that they are purchasing the property:

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

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

**7. Late completion**

Notwithstanding any other printed clause contained in this Contract, should completion of this Contract not take place by the completion date shown on the front page of this contract, otherwise than as a result of any default by the vendor under this contract, the purchaser shall pay interest at a rate of 9% per annum on the balance of the purchase price and any other monies owing pursuant to this contract from the date so specified for completion until the date completion actually takes place (but without prejudice to all and any other rights of the vendor pursuant to this contract) and it is an essential term of this contract that such interest be paid on completion. The purchaser hereby acknowledges that interest at the rate of 9% per annum represents a genuine pre-estimate of the liquidated damages likely to be suffered by the vendor as a result of completion not taking place on or before the completion date.

**8. Agent**

The purchaser warrants that they were not introduced to the vendor or the property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than the vendors agent, if any, referred to in this contract, and the purchaser agrees that they will at all times indemnify and keep indemnified the vendor from and against any claim whatsoever for commission, which may be made by any real estate agent or other person arising out of or in connection with the purchasers breach of this warranty, and it is hereby agreed and declared that this clause shall not merge in the transfer upon completion, or be extinguished by completion of this contract, and shall continue in full force, and effect, notwithstanding completion.

## **9. Inclusions**

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

## **10. Coronavirus**

For the benefit of both parties, should either party:

- a) Contract the Covid-19 virus;
- b) Be placed in isolation in the property;
- c) Be directed to self-isolate in the property; or
- d) Need to care for an immediate member of their household or family in the property who is directly affected by matters a) – c) above, or
- e) NSW Health or other State or Federal Department issue a health order or restriction preventing the parties from being able to engage removalists;

Then the parties agree that the following provisions shall apply:

1. Settlement shall be delayed with no penalty to either party until such time that the person or persons have been medically cleared by a general practitioner or other specialist and permitted to leave the property.
2. The other party cannot issue a Notice to Complete on that party until such time that the person or persons have been medically cleared by a general practitioner or other specialist and permitted to leave the property.
3. The party seeking the benefit of this clause must provide suitable documentation to provide evidence of the need for isolation immediately upon diagnosis.
4. Completion shall take place within seven (7) days from the date from which the party is permitted to leave the property.
5. If the vendor is the party seeking the benefit of this clause, he shall do all things reasonably possible to vacate the property a minimum of 24 hours prior to completion.
6. It is an essential term of this contract that if the vendor or his family have contracted the Covid-19 virus and the vendor is seeking the benefit of this clause, he shall thoroughly disinfect the property prior to completion. For the purpose of clarity, thoroughly disinfect includes, but is not limited to, vacuuming carpets, cleaning air conditioning filters and using disinfectant products to clean door handles, light switches, hard surfaces, remote controls, windows, appliances and mop floors.

## **11. Christmas Holiday Period**

- a) Notwithstanding any other provision of this contract neither party shall be required to complete this contract between and including 22 December 2022 until 9 January 2023 (referred to as the "Christmas Holiday Period"). In the event that completion falls during this period, both parties agree that completion will become 11 January 2023.
- b) Should either party become entitled to issue a Notice to Complete in accordance with special condition 4, the parties agree that such notice cannot be issued nor expire during the Christmas Holiday Period
- c) Should the vendor become entitled to charge the purchaser default interest in accordance with special condition 7, the parties agree that such interest cannot be charged during the Christmas Holiday Period and no earlier than 11 January 2023.



**12. Electronic Communication**

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

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

- b) For the purpose of the *Electronic Transactions Act 1999 (Cth)* and *Electronic Transactions Act 2000 (NSW)* each of the parties consents to receiving and sending the Contract electronically and the receipt by each party of the electronic form of Contract shall be sufficient for the completion of exchange of Contracts.

**13. Requisitions**

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

## REQUISITIONS ON TITLE

Purchaser:

Vendor:

Property: 13 Kanooka Crescent, Bogangar NSW 2488

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

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

### All properties

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



FOLIO: 16/1273771

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SEARCH DATE	TIME	EDITION NO	DATE
23/3/2022	3:46 PM	2	5/8/2021

LAND

---

LOT 16 IN DEPOSITED PLAN 1273771  
AT BOGANGAR  
LOCAL GOVERNMENT AREA TWEED  
PARISH OF CUDGEN COUNTY OF ROUS  
TITLE DIAGRAM DP1273771

FIRST SCHEDULE

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(T AR303210)

SECOND SCHEDULE (9 NOTIFICATIONS)

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- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 DP1227671 POSITIVE COVENANT REFERRED TO AND NUMBERED (5) IN THE S.88B INSTRUMENT
- 3 DP1273771 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (1) IN THE S.88B INSTRUMENT
- 4 DP1273771 POSITIVE COVENANT REFERRED TO AND NUMBERED (5) IN THE S.88B INSTRUMENT
- 5 DP1273771 POSITIVE COVENANT REFERRED TO AND NUMBERED (6) IN THE S.88B INSTRUMENT
- 6 DP1273771 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (7) IN THE S.88B INSTRUMENT
- 7 DP1273771 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (15) IN THE S.88B INSTRUMENT
- 8 DP1273771 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (16) IN THE S.88B INSTRUMENT
- 9 AR303211 MORTGAGE TO XENA & ZAC PTY LTD

NOTATIONS

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UNREGISTERED DEALINGS: NIL

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

PRINTED ON 23/3/2022

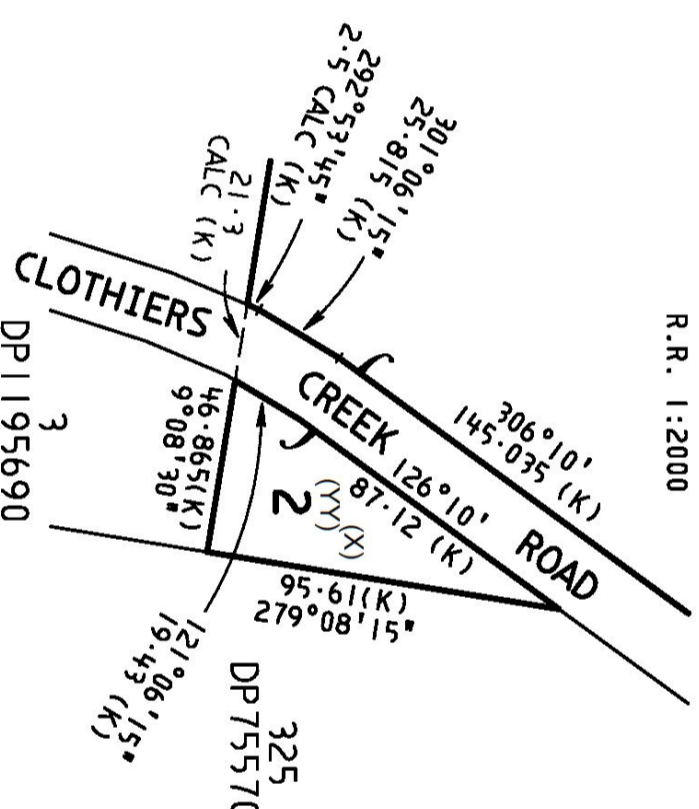
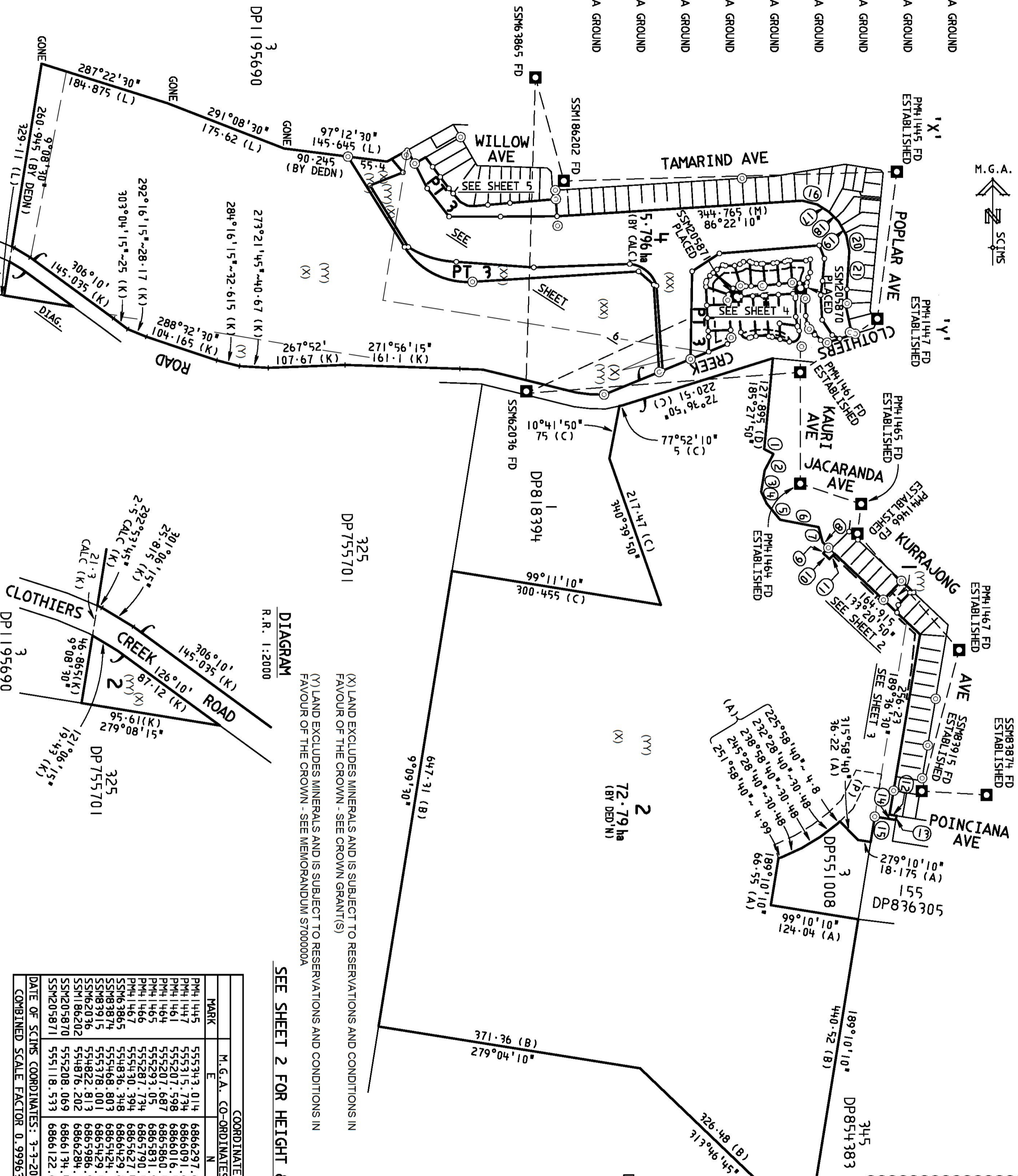
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Received: 23/03/2022 15:46:44

**CONNECTIONS**

X'1	Y'1	Y'2	MEASUREMENT	REMARKS
PM41445	PM41447	PM41447	207.904	ME GROUND
PM41445	PM41447	PM41447	207.904	ME GROUND
PM41447	PM41446	PM41446	131.672	ME GROUND
PM41447	PM41446	PM41446	131.672	ME GROUND
PM41464	PM41464	PM41464	156.109	ME GROUND
PM41464	PM41464	PM41464	156.109	ME GROUND
PM41464	PM41465	PM41465	90.072	ME GROUND
PM41464	PM41465	PM41465	90.072	ME GROUND
PM41465	PM41466	PM41466	41.725	ME GROUND
PM41465	PM41466	PM41466	41.725	ME GROUND
PM41466	PM41467	PM41467	216.758	ME GROUND
PM41466	PM41467	PM41467	216.758	ME GROUND
PM41467	SSM83915	SSM83915	204.806	ME GROUND
PM41467	SSM83915	SSM83915	204.806	ME GROUND
SSM83915	SSM83874	SSM83874	90.993	ME GROUND
SSM83915	SSM83874	SSM83874	90.993	ME GROUND
SSM83874	PM41445	PM41445	882.852	ME GROUND
SSM83874	PM41445	PM41445	882.852	ME GROUND
PM41461	SSM62036	SSM62036	386.051	ME GROUND
PM41461	SSM62036	SSM62036	386.051	ME GROUND
SSM62036	SSM63865	SSM63865	443.267	ME GROUND
SSM62036	SSM63865	SSM63865	443.267	ME GROUND
SSM63865	SSM186202	SSM186202	150.51	ME GROUND
SSM63865	SSM186202	SSM186202	150.51	ME GROUND
SSM186202	PM41445	PM41445	467.145	ME GROUND
SSM186202	PM41445	PM41445	467.145	ME GROUND
SSM62036	SSM205871	SSM205871	325.469	ME GROUND
SSM62036	SSM205871	SSM205871	325.469	ME GROUND
SSM205871	SSM205870	SSM205870	90.344	ME GROUND
SSM205871	SSM205870	SSM205870	90.344	ME GROUND
SSM205870	PM41461	PM41461	117.919	ME GROUND
SSM205870	PM41461	PM41461	117.919	ME GROUND



**DIAGRAM**  
R.R. 1:2000

(X) LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)  
(Y) LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE MEMORANDUM S700000A

**SEE SHEET 2 FOR HEIGHT & HEIGHT DIFFERENCE SCHEDULE**

**SCHEDULE OF SHORT LINES**

LINE NO.	ANGLE	LENGTH	REMARKS
1.	118°14'50"	14.645 (D,E)	
2.	208°14'50"	25.92 (E)	
3.	189°14'50"	30.48 (E)	
4.	154°51'50"	18.04 (E,F)	
5.	140°23'50"	29.695 (F)	
6.	100°47'50"	54.95 (D,G,H)	
7.	165°16'20"	22.19 (H)	
8.	133°20'50"	11.03 (J)	
9.	223°20'50"	10.5	
10.	133°20'50"	10.5	
11.	99°20'50"	12	
12.	99°12'	9.81 (AB)	
13.	189°10'30"	6.095 (AB)	
14.	279°10'30"	29.905 (AA)	
15.	189°10'10"	35.985 (A)	
16.	100°14'10"	21.72 (A)	
17.	122°28'40"	19.645 (M)	
18.	135°28'	19.035 (M)	
19.	150°47'	21.78 (M)	
20.	169°05'40"	22.57 (M)	
21.	183°39'	53.71 (M)	

**COORDINATE SCHEDULE**

MARK	E	N	CLASS	PU	METHOD	STATE
PM41445	555343.014	6866297.662	B	N/A	FROM SCINS	FOUND
PM41447	555315.734	6866091.623	B	N/A	FROM SCINS	FOUND
PM41461	555207.598	6866016.574	B	N/A	FROM SCINS	FOUND
PM41464	555293.05	6865860.541	B	N/A	FROM SCINS	FOUND
PM41465	555287.734	6865790.535	B	N/A	FROM SCINS	FOUND
PM41466	555130.394	6865627.438	A	0.02	FROM SCINS	FOUND
SSM63865	554836.348	6865429.867	D	N/A	CAD. TRAV.	FOUND
SSM83915	555468.803	6865424.121	D	N/A	FROM SCINS	FOUND
SSM83874	555378.001	6865429.523	D	N/A	FROM SCINS	FOUND
SSM62036	554822.813	6865986.958	D	N/A	CAD. TRAV.	FOUND
SSM186202	554876.202	6866284.783	D	N/A	CAD. TRAV.	FOUND
SSM205870	555208.069	6866134.456	D	N/A	CAD. TRAV.	FOUND
SSM205871	555118.533	6866122.634	D	N/A	CAD. TRAV.	PLACED

DATE OF SCINS COORDINATES: 3-3-2021  
COMBINED SCALE FACTOR 0.999631  
MGA DATUM: GDA2020  
MGA ZONE: 56.

**SURVEYOR**  
Name: PHILIP ANDREW WYPER  
Date: 19/03/2021  
Reference: T16730/24219C '20M (Partial)'

**PLAN OF SUBDIVISION OF LOT 192 IN DP217678, LOT 4 IN DP549393, LOT 115 IN DP755701, LOT 2 IN DP873399, LOT 2 IN DP1172935 & LOT 12 IN DP1227671**

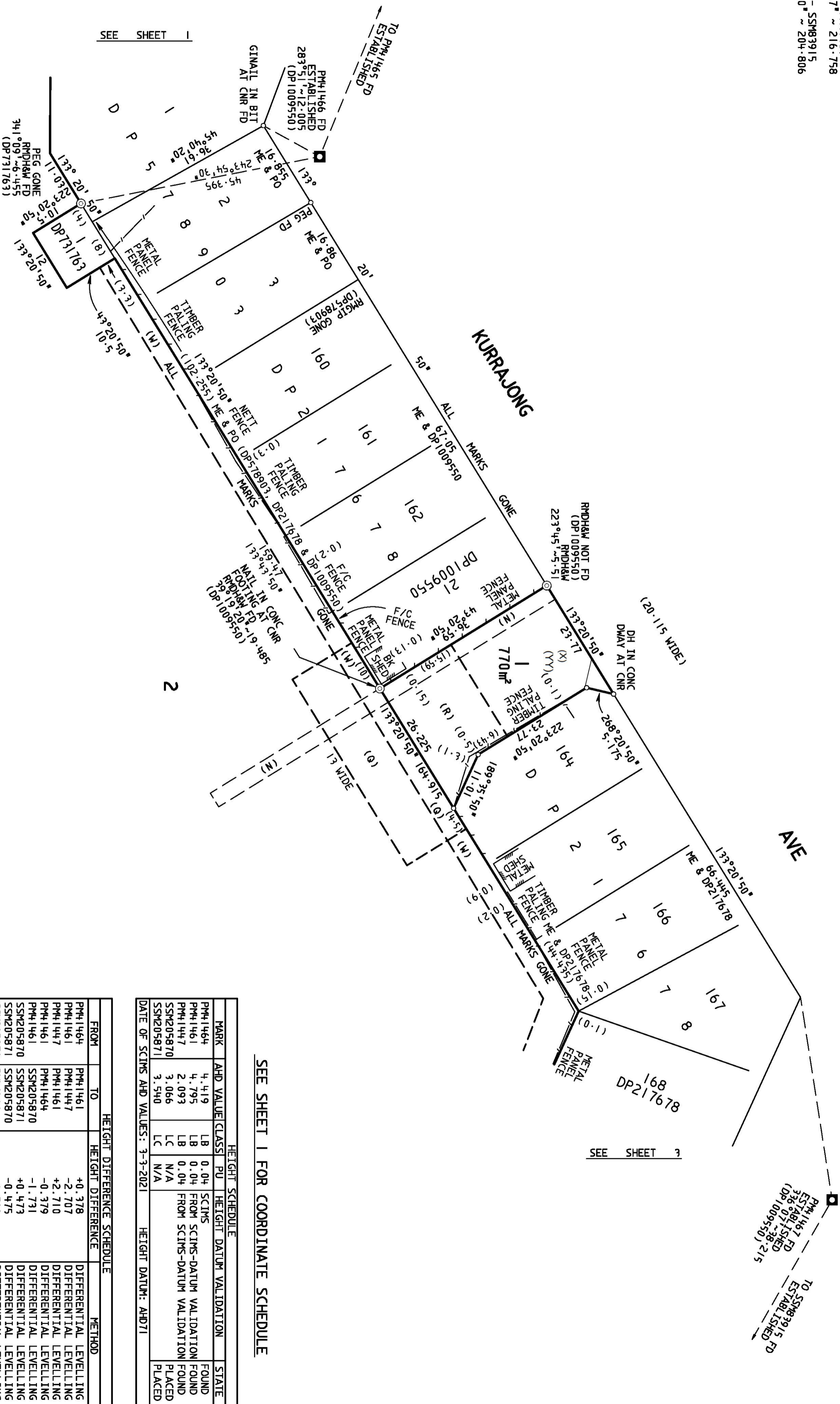
LGA: TWEED  
Locality: BOGANGAR  
Reduction Ratio: 1:4000  
Lengths are in metres.

Registered  
14/07/2021

**DP1273771**

**CONNECTIONS**

PM41465 - PM41466  
 187°18'56" ~ 41.719  
 PM41466 - PM41467  
 138°49'37" ~ 216.758  
 PM41467 - SSM83915  
 194°49'50" ~ 204.806



**SEE SHEET 1 FOR COORDINATE SCHEDULE**

MARK	ADD VALUE	CLASS	PU	HEIGHT DATUM VALIDATION	STATE
PM41464	4.419	LB	0.04	SCINS	FOUND
PM41461	4.795	LB	0.04	FROM SCINS-DATUM VALIDATION	FOUND
PM41447	2.093	LB	0.04	FROM SCINS-DATUM VALIDATION	FOUND
SSM205870	3.066	LC	N/A		PLACED
SSM205871	3.540	LC	N/A		PLACED

DATE OF SCINS ADD VALUES: 3-3-2021 HEIGHT DATUM: AHD71

FROM	TO	HEIGHT DIFFERENCE SCHEDULE	METHOD
PM41464	PM41461	+0.378	DIFFERENTIAL LEVELLING
PM41461	PM41447	-2.707	DIFFERENTIAL LEVELLING
PM41447	PM41461	+2.710	DIFFERENTIAL LEVELLING
PM41461	PM41464	-0.379	DIFFERENTIAL LEVELLING
PM41461	SSM205870	-1.731	DIFFERENTIAL LEVELLING
SSM205870	SSM205871	+0.473	DIFFERENTIAL LEVELLING
SSM205871	SSM205870	-0.475	DIFFERENTIAL LEVELLING
SSM205870	PM41461	+1.732	DIFFERENTIAL LEVELLING

HEIGHT DATUM: AHD71

(N)... EASEMENT FOR SERVICES 3 WIDE (DP1009550)  
 (10) (W)... EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH  
 (13) (Q)... POSITIVE COVENANT (SITE)  
 (14) (R)... RESTRICTION ON THE USE OF LAND (SITE)

**SURVEYOR**  
 Name: PHILIP ANDREW WYPER  
 Date: 19/03/2021  
 Reference: T16730/24219C '20M (Partial)'

**PLAN OF SUBDIVISION OF LOT 192 IN DP217678, LOT 4 IN DP549393, LOT 115 IN DP755701, LOT 2 IN DP873399, LOT 2 IN DP1172935 & LOT 12 IN DP1227671**

LGA: TWEED  
 Locality: BOGANGAR  
 Reduction Ratio: 1:500  
 Lengths are in metres.

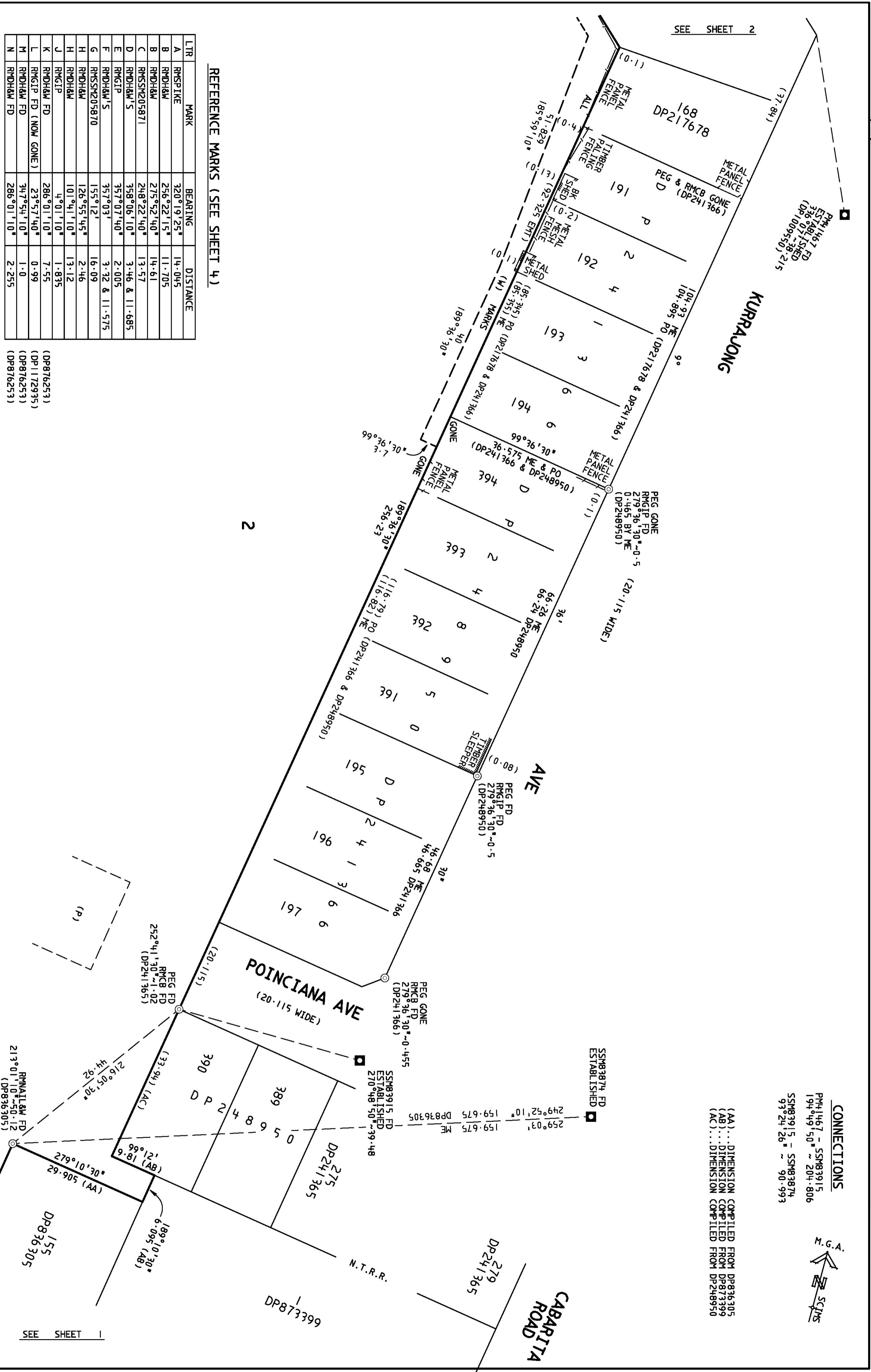
Registered  
 14/07/2021

**DP1273771**

PM11467 FD  
ESTABLISHED  
326°27'15" E  
(DP1009550) 215

**CONNECTIONS**  
PM11467 - SSM83915  
194°49'15" ~ 204.806  
SSM83915 - SSM83874  
93°24'26" ~ 90.993

(AA) ... DIMENSION COMPILED FROM DP836305  
(AB) ... DIMENSION COMPILED FROM DP873399  
(AC) ... DIMENSION COMPILED FROM DP248950



**REFERENCE MARKS (SEE SHEET 4)**

LTR	MARK	BEARING	DISTANCE
A	RMSPIKE	320°19'25"	14.045
B	RMDH&M	256°22'15"	11.705
B	RMDH&M	275°52'40"	14.61
C	RMSM205871	248°22'40"	13.57
D	RMDH&M'S	358°06'10"	3.46 & 11.685
E	RMGIP	357°07'40"	2.005
F	RMDH&M'S	357°03'	3.32 & 11.575
G	RMSM205870	155°12'	16.09
H	RMDH&M	126°55'45"	2.46
H	RMDH&M	101°41'10"	13.12
J	RMGIP	4°01'10"	1.835
K	RMDH&M FD	286°01'10"	7.55
L	RMGIP FD (NOW GONE)	23°57'40"	0.99
M	RMDH&M FD	347°54'10"	1.0
N	RMDH&M FD	286°01'10"	2.255

(DP876253)  
(DP1172935)  
(DP876253)  
(DP876253)

(P)... RIGHT OF CARRIAGEWAY 20.115 WIDE (DP551008)  
(10) (M)... EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH

**SURVEYOR**  
Name: PHILIP ANDREW WYPER  
Date: 19/03/2021  
Reference: T16730/24219C '20M (Partial)'

PLAN OF SUBDIVISION OF LOT 192 IN DP217678,  
LOT 4 IN DP549393, LOT 115 IN DP755701,  
LOT 2 IN DP873399, LOT 2 IN DP1172935  
& LOT 12 IN DP1227671

LGA: TWEED  
Locality: BOGANGAR  
Reduction Ratio: 1:500  
Lengths are in metres.

Registered  
14/07/2021

**DP1273771**

SEE SHEET 1

**SCHEDULE OF CURVED BOUNDARIES**

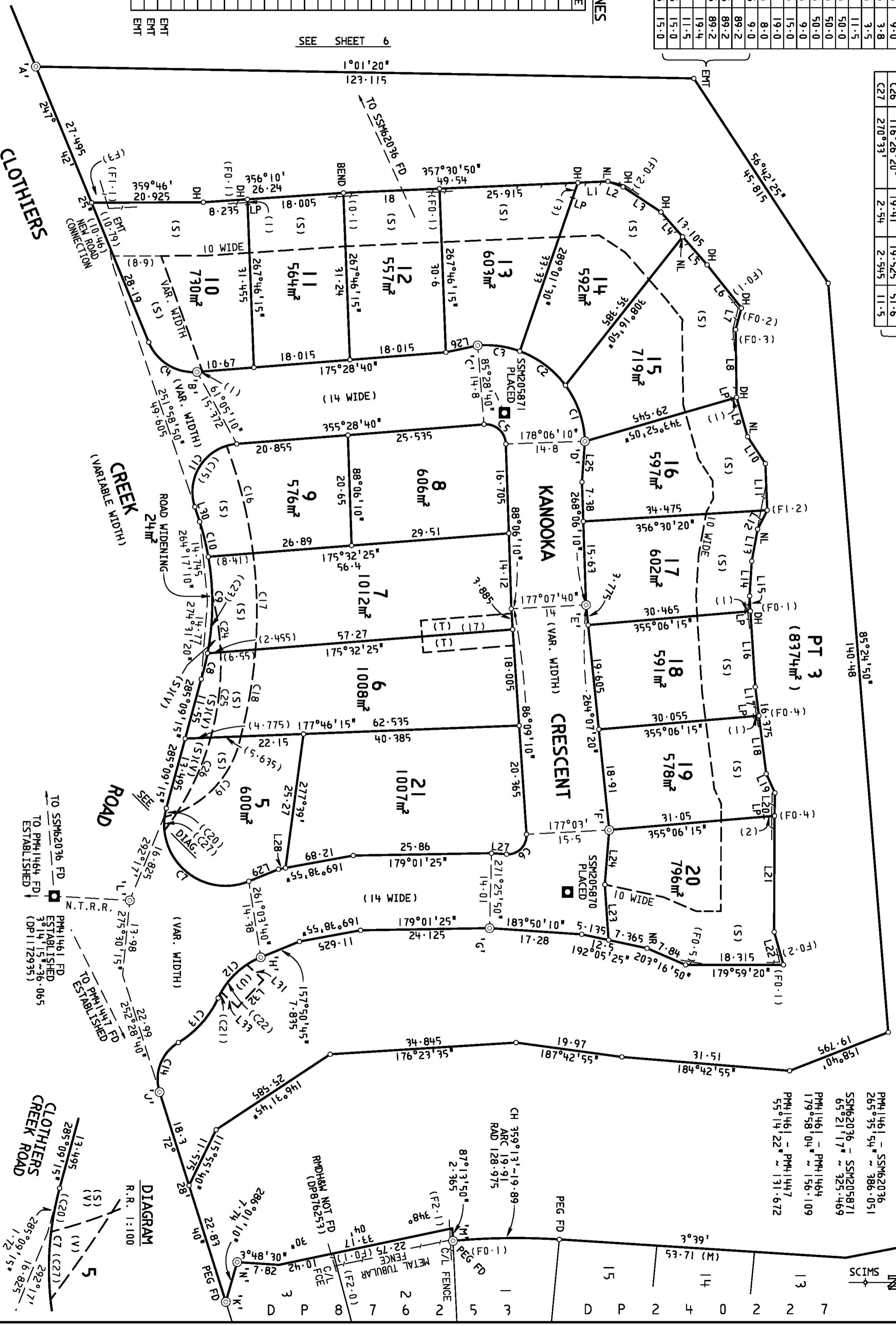
CURVE	CHORD BEARING	CHORD	ARC	RADIUS
C1	250°46'45"	11.075	11.245	18.6
C2	216°48'30"	10.655	10.81	18.6
C3	187°49'10"	7.95	8.015	18.6
C4	211°35'30"	10.61	11.345	9.0
C5	41°47'25"	5.495	6.145	3.8
C6	134°59'40"	5.27	5.965	3.5
C7	221°30'	20.61	25.55	11.5
C8	283°40'30"	4.935	4.935	50.0
C9	270°26'40"	18.055	18.155	50.0
C10	256°10'35"	6.74	6.745	50.0
C11	303°43'45"	14.135	16.255	9.0
C12	136°17'25"	11.02	11.285	15.0
C13	131°50'05"	11.175	11.34	19.0
C14	110°42'20"	9.9	10.675	8.0
C15	297°31'	12.845	14.305	9.0
C16	76°06'15"	20.675	20.72	89.2
C17	88°33'15"	18.015	18.045	89.2
C18	99°38'50"	16.47	16.495	89.2
C19	133°25'10"	20.73	21.87	19.4
C20	281°01'20"	1.655	1.66	11.5
C21	297°10'15"	1.275	1.275	15.0
C22	313°06'05"	7.0	7.065	15.0

CURVE	CHORD BEARING	CHORD	ARC	RADIUS
C23	274°32'50"	10.975	10.995	50.0
C24	81°39'30"	10.86	10.885	51.6
C25	96°39'	16.055	16.12	51.6
C26	116°26'20"	19.41	19.525	51.6
C27	270°33'	2.54	2.545	11.5

**SEE SHEET 3 FOR REFERENCE MARKS**

**SCHEDULE OF SHORT LINES**

LINE	BEARING	DISTANCE
L1	357°30'50"	5.625
L2	19°59'	3.0
L3	33°32'	8.515
L4	48°49'10"	6.155
L5	48°49'10"	6.95
L6	51°29'05"	10.33
L7	105°10'50"	4.17
L8	89°08'50"	12.69
L9	74°18'50"	7.615
L10	56°33'45"	6.03
L11	87°43'30"	8.73
L12	116°51'	3.98
L13	100°19'45"	6.06
L14	93°31'25"	6.53
L15	87°19'25"	2.85
L16	86°16'55"	14.185
L17	82°49'	5.42
L18	82°49'	10.955
L19	65°28'55"	3.92
L20	90°54'40"	4.29
L21	90°10'45"	21.705
L22	74°18'50"	6.395
L23	266°09'10"	10.4
L24	274°34'25"	10.23
L25	274°07'40"	7.62
L26	167°55'55"	6.095
L27	183°30'10"	2.83
L28	169°38'55"	1.33
L29	157°50'45"	5.995
L30	251°58'50"	2.93
L31	43°06'	4.2
L32	133°06'	7.0
L33	223°06'	4.2



N.L. ... NAIL IN FENCE POST  
 DR. ... DRILL HOLE IN FENCE POST FOOTING  
 LP. ... LINE PEG  
 ALL FENCING IS RECENT 2 RAIL UNLESS SHOWN OTHERWISE.

**CONNECTIONS**

- SSM205871 - SSM205870 82°28'43" ~ 90.344
- SSM205870 - PM41461 180°13'51" ~ 117.919
- PM41461 - SSM2036 265°35'54" ~ 386.051
- SSM2036 - SSM205871 65°21'17" ~ 325.469
- PM41461 - PM41464 179°58'04" ~ 156.109
- PM41461 - PM41447 55°14'22" ~ 131.672

SEE SHEET 1

(M)... DIMENSION COMPILED FROM DP787181  
 (2) (U)... EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION VARIABLE WIDTH  
 (3) (T)... RIGHT OF CARRIAGEWAY 3 WIDE  
 (7) (S)... RESTRICTION ON THE USE OF LAND (SITE)  
 (17) (V)... EASEMENT FOR WATER SUPPLY VARIABLE WIDTH

**SURVEYOR**  
 Name: PHILIP ANDREW WYPER  
 Date: 19/03/2021  
 Reference: T16730/24219C '20M (Partial)'

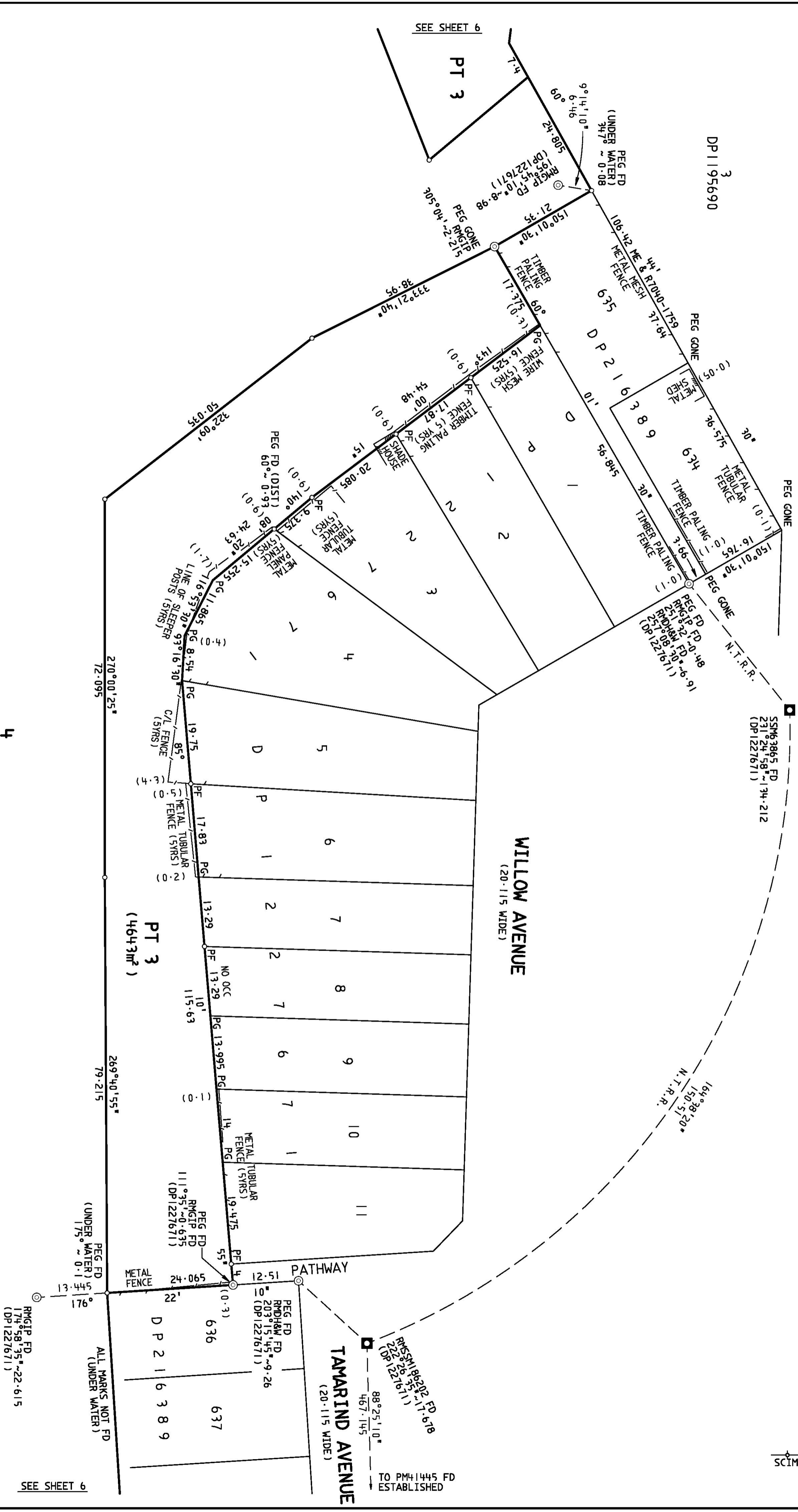
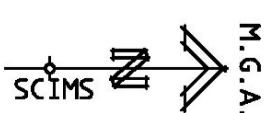
**PLAN OF SUBDIVISION OF LOT 192 IN DP217678, LOT 4 IN DP549393, LOT 115 IN DP755701, LOT 2 IN DP873399, LOT 2 IN DP1172935 & LOT 12 IN DP1227671**

LGA: TWEED  
 Locality: BOGANANGAR  
 Reduction Ratio: 1:500  
 Lengths are in metres.

Registered  
 14/07/2021

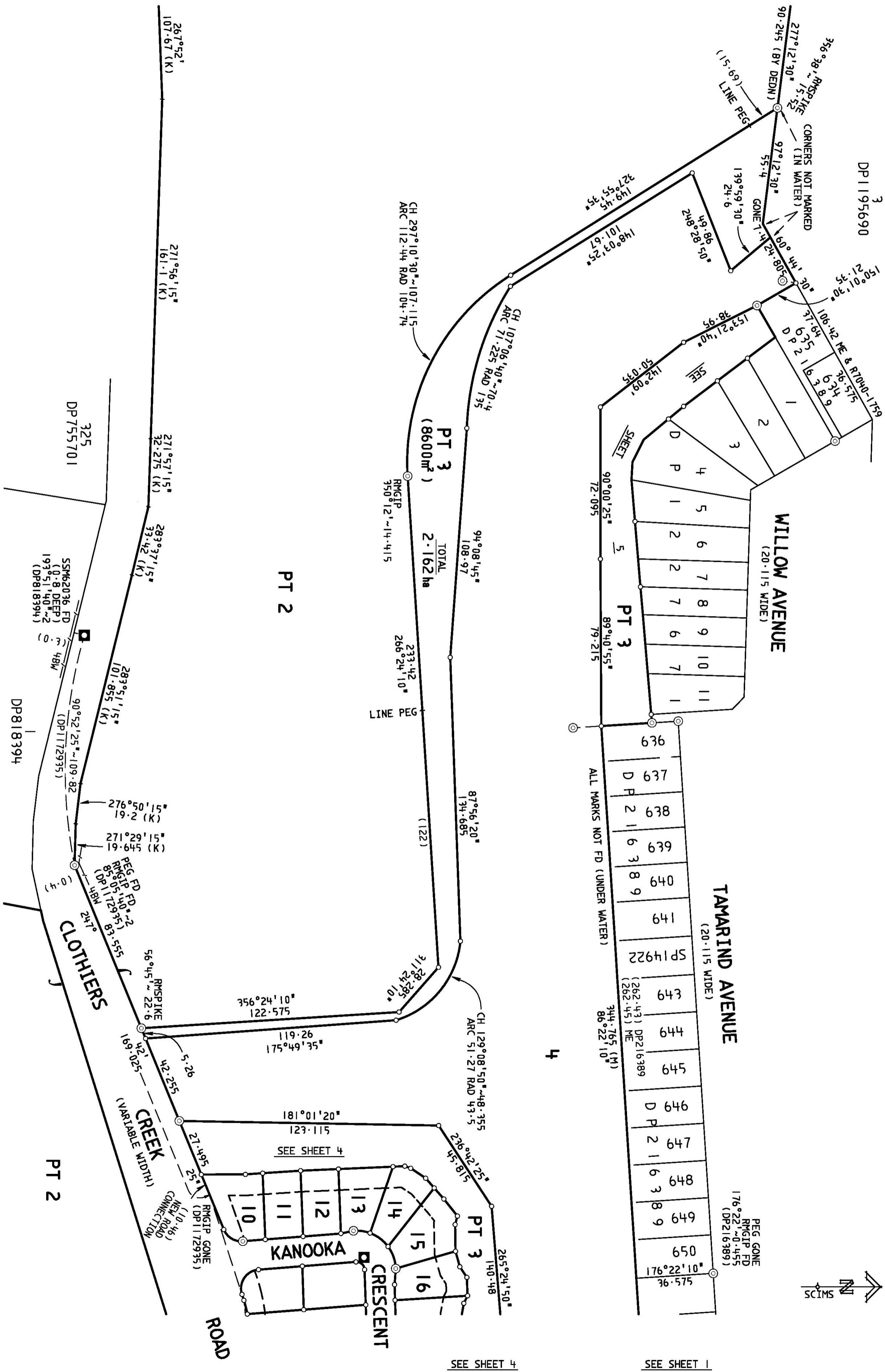
**DP1273771**





SEE SHEET 6

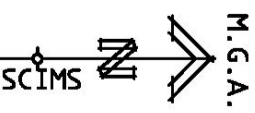
<p>PF... PEG FD (DP1227671)          Pg... PEG GONE (DP1227671)</p>	<p>SURVEYOR          Name: PHILIP ANDREW WYPER          Date: 19/03/2021          Reference: T16730/24219C '20M (Partial)'</p>	<p>PLAN OF SUBDIVISION OF LOT 192 IN DP217678,          LOT 4 IN DP549393, LOT 115 IN DP755701,          LOT 2 IN DP873399, LOT 2 IN DP1172935          &amp; LOT 12 IN DP1227671</p>	<p>LGA: TWEED          Locality: BOGANGAR          Reduction Ratio: 1:500          Lengths are in metres.</p>	<p>Registered          14/07/2021</p>	<p>DP1273771</p>
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SEE SHEET 1

SEE SHEET 4

SEE SHEET 1



(K)... DIMENSION COMPILED FROM R31657-1603  
 (M)... DIMENSION COMPILED FROM DP787181


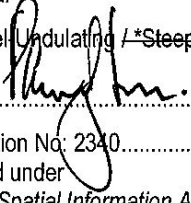
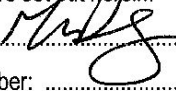
**SURVEYOR**  
 Name: PHILIP ANDREW WYPER  
 Date: 19/03/2021  
 Reference: T16730/24219C '20M (Partial)'

**PLAN OF SUBDIVISION OF LOT 192 IN DP217678, LOT 4 IN DP549393, LOT 115 IN DP755701, LOT 2 IN DP873399, LOT 2 IN DP1172935 & LOT 12 IN DP1227671**

**LGA: TWEED**  
**Locality: BOGANGAR**  
 Reduction Ratio: 1:1250  
 Lengths are in metres.

**Registered**  
 14/07/2021

**DP1273771**

<b>PLAN FORM 6 (2019)</b>	<b>DEPOSITED PLAN ADMINISTRATION SHEET</b>	Sheet 1 of 5 sheet(s)
Registered:  14/07/2021  Title System: TORRENS	Office Use Only  <h1 style="margin: 0;">DP1273771</h1>	Office Use Only
<b>PLAN OF SUBDIVISION OF LOT 192 IN DP217678, LOT 4 IN DP549393, LOT 115 IN DP755701, LOT 2 IN DP873399, LOT 2 IN DP1172935 &amp; LOT 12 IN DP1227671</b>	LGA: <b>TWEED</b> Locality: <b>BOGANGAR</b> Parish: <b>CUDDEN</b> County: <b>ROUS</b>	
Survey Certificate  I, <b>PHILIP ANDREW WYPER</b> ..... Of <b>B &amp; P SURVEYS, PO BOX 327, TWEED HEADS, NSW 2485</b> .... a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that:  *(a) <del>The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, is accurate and the survey was completed on .....</del> , or  *(b) The part of the land shown in the plan (*being/*excluding ** ..... LOT 2 & PART LOT 4.....) 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,....19/03/2021..... the part not surveyed was compiled in accordance with that Regulation, or  *(c) <del>The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2017.</del>  Datum Line: 'X' - 'Y' ..... Type: *Urban/*Rural The terrain is *Level Undulating / *Steep Mountainous. Signature:  Dated: <b>23/4/21</b>  Surveyor Identification No: 2340..... 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.	Crown Lands NSW/Western Lands Office Approval  I, ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.  Signature: ..... Date: ..... File Number: ..... Office: .....	
Plans used in the preparation of survey/compilation. DP1178611 DP876253 DP248950 R31657-1603 DP1227671 DP873399 DP578903 DP507595 DP1172935 DP836305 DP549393 DP217678 DP1112332 DP818394 DP241366 DP217268 DP1094335 DP818973 DP551008 DP216389 DP1059687 DP641954 DP240934 R8250-1759 DP1058759 R10087-1759 DP240227 R7040-1759 DP1048549 DP787181 DP546090 DP1009550 DP731763 DP541241	Subdivision Certificate I, <b>MICK DENNY</b> ..... *Authorised Person/*General Manager/*Registered Certifier, certify that the provisions of section 6.15 <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: <b>TWEED SHIRE COUNCIL</b> ..... Date of endorsement: <b>2 JULY 2021</b> ..... Subdivision Certificate number: <b>SC21/0008</b> ..... File number: <b>DA14/0435</b> .....  *Strike through if inapplicable.	
Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. IT IS INTENDED TO DEDICATE THE ROAD WIDENING & KANOOKA CRESCENT TO THE PUBLIC AS PUBLIC ROAD.  IT IS INTENDED TO CREATE LOT 3 AS PUBLIC RESERVE  IT IS INTENDED TO CREATE LOT 4 AS A DRAINAGE RESERVE.	Surveyor's Reference: T16730 / 24219C '20M (Partial)'	Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 5 sheet(s)



Registered:

14/07/2021

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DP1273771

PLAN OF SUBDIVISION OF LOT 192 IN  
DP217678, LOT 4 IN DP549393, LOT 115 IN  
DP755701, LOT 2 IN DP873399, LOT 2 IN  
DP1172935 & LOT 12 IN DP1227671

Subdivision Certificate number: ...SC21/0008.....

Date of Endorsement: ...2 JULY 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 1919 IT IS INTENDED TO CREATE:-

1. RESTRICTION ON USE OF LAND
2. EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION VARIABLE WIDTH
3. RIGHT OF CARRIAGEWAY 3 WIDE
4. RESTRICTION ON USE OF LAND
5. POSITIVE COVENANT
6. POSITIVE COVENANT
7. RESTRICTION ON USE OF LAND
8. RESTRICTION ON USE OF LAND
9. POSITIVE COVENANT
10. EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH
11. POSITIVE COVENANT
12. POSITIVE COVENANT
13. POSITIVE COVENANT
14. RESTRICTION ON USE OF LAND
15. RESTRICTION ON USE OF LAND
16. RESTRICTION ON USE OF LAND
17. EASEMENT FOR WATER SUPPLY VARIABLE WIDTH

RELEASE:-

1. EASEMENT TO DRAIN WATER 33.08 WIDE & VARIABLE WIDTH (DP641954)
2. EASEMENT TO DRAIN WATER 33.08 WIDE & VARIABLE WIDTH (DP787181)
3. EASEMENT TO DRAIN WATER VARIABLE WIDTH (DP876253)

If space is insufficient use additional annexure sheet

Surveyor's Reference: T16730 / 24219C '20M (Partial)'

PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 3 of 5 sheet(s)

Registered:  14/07/2021 Office Use Only

Office Use Only

DP1273771

PLAN OF SUBDIVISION OF LOT 192 IN  
 DP217678, LOT 4 IN DP549393, LOT 115 IN  
 DP755701, LOT 2 IN DP873399, LOT 2 IN  
 DP1172935 & LOT 12 IN DP1227671

Subdivision Certificate number: SC 21 / 0008  
 Date of Endorsement: 2 JULY 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.

Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
1		32A	KURRAJONG	AVENUE	BOGANGAR
2		N/A	N/A	N/A	N/A
3		N/A	N/A	N/A	N/A
4		N/A	N/A	N/A	N/A
5		18	KANOOKA	CRESCENT	BOGANGAR
6		12	KANOOKA	CRESCENT	BOGANGAR
7		6	KANOOKA	CRESCENT	BOGANGAR
8		4	KANOOKA	CRESCENT	BOGANGAR
9		2	KANOOKA	CRESCENT	BOGANGAR
10		1	KANOOKA	CRESCENT	BOGANGAR
11		3	KANOOKA	CRESCENT	BOGANGAR
12		5	KANOOKA	CRESCENT	BOGANGAR
13		7	KANOOKA	CRESCENT	BOGANGAR
14		9	KANOOKA	CRESCENT	BOGANGAR
15		11	KANOOKA	CRESCENT	BOGANGAR
16		13	KANOOKA	CRESCENT	BOGANGAR
17		15	KANOOKA	CRESCENT	BOGANGAR
18		17	KANOOKA	CRESCENT	BOGANGAR
19		19	KANOOKA	CRESCENT	BOGANGAR
20		21	KANOOKA	CRESCENT	BOGANGAR
21		14	KANOOKA	CRESCENT	BOGANGAR



If space is insufficient use additional annexure sheet

Surveyor's Reference: T16730 / 24219C '20M (Partial)'

PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 4 of 5 sheet(s)



Registered:

14/07/2021

Office Use Only

Office Use Only

DP1273771

PLAN OF SUBDIVISION OF LOT 192 IN  
DP217678, LOT 4 IN DP549393, LOT 115 IN  
DP755701, LOT 2 IN DP873399, LOT 2 IN  
DP1172935 & LOT 12 IN DP1227671

Subdivision Certificate number: SC21/0008  
Date of Endorsement: 2 JULY 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.

Company name: JRCL DEVELOPMENTS PTY LTD

Company ACN: 639686212

Authority: Section 127 of the Corporations Act 2001

Signature of authorised person: 

Name of authorised person: CHRISTIE JOHN LEET

Position: Director / Secretary

Signature of authorised person: 


Name of authorised person: JEFFREY THOMAS RUDDELL

Position: Director

If space is insufficient use additional annexure sheet

Surveyor's Reference: T16730 / 24219C '20M (Partial)'

PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 5 of 5 sheet(s)

Registered:  14/07/2021 Office Use Only

Office Use Only


DP1273771

PLAN OF SUBDIVISION OF LOT 192 IN  
DP217678, LOT 4 IN DP549393, LOT 115 IN  
DP755701, LOT 2 IN DP873399, LOT 2 IN  
DP1172935 & LOT 12 IN DP1227671

Subdivision Certificate number: SC21/0008  
Date of Endorsement: 2 JULY 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.

MORTGAGEE: POLICE & NURSES LIMITED ACN 087 651 876

  
SIGNATURE OF WITNESS

DAVID KELLY  
NAME OF WITNESS

8/100 EDWARD ST BRISBANE  
ADDRESS OF WITNESS

  
SIGNATURE OF ATTORNEY

SHANTAL RANA EVANS  
NAME OF ATTORNEY

GARDENS LAWYERS

ON BEHALF OF:  
POLICE & NURSES LIMITED

UNDER POWER OF ATTORNEY  
BOOK ~~4772~~ NO. ~~594~~ 765  
4670

DATED 6-7-21



If space is insufficient use additional annexure sheet

Surveyor's Reference: T16730 / 24219C '20M (Partial)'

**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)

Plan: **DP1273771**

Plan of Subdivision of Lot 192 in DP 217678, Lot 4 in DP 549393, Lot 115 in DP 755701, Lot 2 in DP 873399, Lot 2 in DP 1172935 and Lot 12 in DP 1227671 covered by Subdivision Certificate No. SC 21/0008

**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.	Restriction on Use of Land	5-21 (inclusive)	Tweed Shire Council
2.	Easement for Multi-purpose Electrical Installation variable width	3	Essential Energy
3.	Right of Carriageway (3 Wide) (T)	6 7	7 6
4.	Restriction on Use of Land	5,6,7,9 & 10	Tweed Shire Council
5.	Positive Covenant	5-21 (inclusive)	Tweed Shire Council
6.	Positive Covenant	1, 5-21 (inclusive)	Tweed Shire Council
7.	Restriction on Use of Land (S)	Lots 5-7 (inclusive) & Lots 9-20 (inclusive)	Tweed Shire Council
8.	Restriction on Use of Land	2	Tweed Shire Council
9.	Positive Covenant	2	Tweed Shire Council
10.	Easement to Drain Sewage variable width	2	Tweed Shire Council
11.	Positive Covenant	2	Tweed Shire Council
12.	Positive Covenant	2	Tweed Shire Council
13.	Positive Covenant (Q)	2	1 & Tweed Shire Council
14.	Restriction on Use of Land (R)	1	Tweed Shire Council
15.	Restriction on Use of Land	Each Lot (excluding Lots 1 to 4 inclusive)	Each and every other Lot (excluding Lots 1 to 4 inclusive)
16.	Restriction on Use of Land	Each Lot	Each and every other Lot
17.	Easement for Water Supply (variable width)	5, 6 and 7	Tweed Shire Council

.....  
 Attesting Witness



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

(Sheet 2 of 13 sheets)

Plan: **DP1273771**

Plan of Subdivision of Lot 192 in DP 217678, Lot 4 in DP 549393, Lot 115 in DP 755701, Lot 2 in DP 873399, Lot 2 in DP 1172935 and Lot 12 in DP 1227671 covered by Subdivision Certificate No. SC 21 / 0008

**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.	Easement to Drain Water 33.08 metre(s) wide and variable (DP641954)	Lot 2 DP 1172935	Tweed Shire Council
2.	Easement to Drain Water 33.08 metre(s) wide and variable (DP787181)	Lot 12 DP 1227671	Tweed Shire Council
3.	Easement to Drain Water variable width (DP876253)	Lot 12 DP 1227671	Tweed Shire Council

**Part 2 (Terms)**

**Terms of easement, profit à prendre, restriction, or positive covenant numbered 1 in the plan**

The registered proprietor of the Burdened lot must not plant 'Preferred Koala Food Trees' (as scheduled under the Tweed Coast Comprehensive Plan of Management 2015 (TCCKPoM)) to avoid encouraging koalas to enter the enclaved development area (consistent with Section 5.10.5 of the TCCKPoM).

**Terms of easement, profit à prendre, restriction, or positive covenant numbered 2 in the plan.**

Easement for multi-purpose electrical installation the terms of which are set out in Part C of Memorandum AG189384 as registered at Land Registry Services New South Wales.

**Terms of easement, profit à prendre, restriction, or positive covenant numbered 3 in the plan.**

Right of carriageway over that part of the Burdened lot marked (T) on the terms specified in Part 1, Schedule 8 of the Conveyancing Act 1919, provided that the registered proprietors of the Burdened lots and the Benefited lots will be jointly liable for repair and maintenance of the right of carriageway.

**Terms of easement, profit à prendre, restriction, or positive covenant numbered 4 in the plan.**

The registered proprietor of the Burdened lot must not without the written consent of the Tweed Shire Council construct or allow to be constructed on the Burdened lot any means of direct vehicular access to or from Clothiers Creek Road or use or allow to be used the Burdened lot as a means of direct vehicular access to or from Clothiers Creek Road.

**Terms of easement, profit à prendre, restriction, or positive covenant numbered 5 in the plan.**



.....  
Attesting Witness

**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 3 of 13 sheets)

Plan: DP1273771

Plan of Subdivision of Lot 192 in DP 217678, Lot 4 in DP 549393, Lot 115 in DP 755701, Lot 2 in DP 873399, Lot 2 in DP 1172935 and Lot 12 in DP 1227671 covered by Subdivision Certificate No. SC21/0008

1. Pressure sewerage reticulation infrastructure is to be constructed within the land referred to herein and such infrastructure will comprise a pump station, valve pit, control panel and associated pipelines excluding gravity house connections and plumbing.
2. Such infrastructure is to be supplied by Tweed Shire Council at commencement of construction of a dwelling on the land referred to herein.
3. All costs in relation to the installation of the pressure sewer reticulation infrastructure within the land referred to herein will be borne by Tweed Shire Council.
4. The control panel for the pumping station is to be wired into the household switchboard by a registered electrician and all electricity to operate the control panel and pump station shall be supplied from the household switchboard. All costs in relation to the running of the pressure sewerage reticulation are to be borne by the registered proprietor.
5. The pressure sewer infrastructure will at all times remain the property of Tweed Shire Council to be inspected, serviced, repaired and maintained in good working order only by Tweed Shire Council.
6. Tweed Shire Council shall have the right to enter upon the land referred to herein with or without equipment, at all reasonable times to inspect, construct, repair, service and maintain in good working order all pressure sewerage reticulation infrastructure in or upon the said land pursuant to "Power of Entry" provisions under sections 191 and 191A of the NSW Local Government Act, 1993. This right to enter is restricted to the land in which the pressure sewerage infrastructure is placed for the time being and includes any points of egress or ingress to or from the said land.
7. The registered proprietor of the land referred to herein shall not construct any type of development, including external buildings, swimming pools or permanent structures which may interfere with the sewerage reticulation infrastructure, or impede access to any part of the sewerage reticulation infrastructure for the purposes of repair, maintenance and service.
8. If at any time it becomes necessary to relocate any part of the sewerage reticulation infrastructure for the purposes of construction of external buildings, swimming pools or building extensions and/or modifications Tweed Shire Council will not object to the relocation of the existing sewer pump station or associated pipeline providing that the registered proprietor makes the necessary application to Tweed Shire Council as the consent authority to modify the existing sewerage reticulation infrastructure and upon the registered proprietor obtaining development consent to do so. The registered proprietor will bear all costs in relation to the application and the re-location which is to be carried out by Tweed Shire Council.
9. The registered proprietor shall be responsible for notifying Tweed Shire Council when maintenance, repair, relocation or service is necessary on the sewerage reticulation infrastructure.
10. Should any part of the sewerage reticulation infrastructure be damaged by the registered proprietor or by any person who is a servant, workman, tenant, invitee, employee, or agent of the registered proprietor Tweed Shire Council will repair the damage at the cost of the registered proprietor.
11. The registered proprietor shall indemnify Tweed Shire Council and any adjoining landowners against any damage and injury to their land, property or person arising from the failure of any component of

.....  
Attesting Witness

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

(Sheet 4 of 13 sheets)

Plan: DP1273771

Plan of Subdivision of Lot 192 in DP 217678, Lot 4 in DP 549393, Lot 115 in DP 755701, Lot 2 in DP 873399, Lot 2 in DP 1172935 and Lot 12 in DP 1227671 covered by Subdivision Certificate No. SC 21/0008

the sewerage reticulation infrastructure due to the negligent use or misuse of the sewerage reticulation system by the registered proprietor or any person who is a servant, workman, tenant, invitee, employee or agent of the registered proprietor.

12. Tweed Shire Council shall indemnify the registered proprietor against all damage and injury to property and person (including any damage to the land referred to herein and any land adjacent to the land referred to herein) arising from the failure of any component of the sewerage reticulation infrastructure and its construction, inspection, repair, service and maintenance and or in entering upon and occupying the subject property for such purposes.
13. Any reference to Tweed Shire Council, excepting as consent authority, means its employees, agents, contractors, servants.

**Terms of easement, profit à prendre, restriction, or positive covenant numbered 6 in the plan.**

The Burdened lots must be managed as an inner protection area (IPA) as outlined within section 4.1.3 and Appendix 5 of 'Planning for Bushfire Protection 2006' and the NSW Rural Fire Service's document 'Standards for asset protection zones' or any documents that supersede them.

**Terms of easement, profit à prendre, restriction, or positive covenant numbered 7 in the plan.**

No habitable building, or ancillary building within 10 metres of a habitable building, may be constructed in that part of the Burdened lot marked (S) on the plan.

**Terms of easement, profit à prendre, restriction, or positive covenant numbered 8 in the plan.**

The registered proprietor of the Burdened lot must not in respect of the offset areas identified as:

- Koala Habitat Restoration Management Area (10.8ha) within the Koala Offset & Habitat Management Plan prepared by Bushland Restoration Services dated March 2020 (FINAL\_REV B 30.03.\_3) a copy of which is recorded at the NSW Land Registry Dealing AR147097; and
- EEC Swamp Sclerophyll Forest Offset Area (1.47ha) within the Vegetation & Fauna Management Plan prepared by Bushland Restoration Services dated March 2020 (FINAL\_REV B 30.03.\_1) a copy of which is recorded at the NSW Land Registry Dealing AR147079,

permit any of the following activities within these offset areas:

1. Clearing, lopping or removal of any native plants, whether existing at the date of approval of DA 14/0435 (Approval) or planted pursuant to conditions of the Approval unless otherwise approved by Council's General Manager or delegate;
2. Erection of any fixtures or improvements, including buildings or structures;
3. Construction of any trails or paths;
4. Depositing of any fill, soil, rock, rubbish, ashes, garbage, waste or other material foreign to the offset areas;



.....  
Attesting Witness

**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 5 of 13 sheets)

Plan: DP1273771

Plan of Subdivision of Lot 192 in DP 217678, Lot 4 in DP 549393, Lot 115 in DP 755701, Lot 2 in DP 873399, Lot 2 in DP 1172935 and Lot 12 in DP 1227671 covered by Subdivision Certificate No. SC 21/0008

5. Keeping or permitting the entry of domestic animals or any other animals that are not indigenous to the offset Areas; and
6. Performance of any other acts which may have detrimental impact on the values of the offset areas.

**Terms of easement, profit à prendre, restriction, or positive covenant numbered 9 in the plan.**

The registered proprietor of the Burdened lot shall maintain:

1. The Koala Offset Area in perpetuity in accordance with the Koala Offset & Habitat Management Plan prepared by Bushland Restoration Services dated March 2020 (FINAL\_REV B 30.03.\_3) a copy of which is recorded at the NSW Land Registry Dealing AR147097; and
2. The EEC Offset Area in perpetuity in accordance with the Vegetation & Fauna Management Plan prepared by Bushland Restoration Services dated March 2020 (Final\_REV B 30.03\_1.) a copy of which is recorded at the NSW Land Registry Dealing AR147079.

**Terms of easement, profit à prendre, restriction, or positive covenant numbered 10 in the plan.**

Easement to drain sewage on the terms specified in in Part 4 of Schedule 4A of the Conveyancing Act 1919

**Terms of easement, profit à prendre, restriction, or positive covenant numbered 11 in the plan.**

The Burdened lots do not have reticulated water and sewer services connected to these allotments. Any future development on the Burdened lots will require connection to reticulated water and sewer services to Tweed Shire Council standards at the expense of the registered proprietor of the Burdened lot.

**Terms of easement, profit à prendre, restriction, or positive covenant numbered 12 in the plan.**

The Burdened lots do not have electrical or telecommunication services connected to these allotments. Any future development on the Burdened lots will require connection to electrical and telecommunication services as per the standards of the relevant authority at the expense of the registered proprietor of the Burdened lot.


**Terms of easement, profit à prendre, restriction, or positive covenant numbered 13 in the plan.**

The part of the Burdened lot marked (Q) on the plan being the asset protection zone shall be managed as an inner protection area as outlined within section 4.1.3 and Appendix 5 of 'Planning for Bush Fire Protection 2006' and the NSW Rural Fire Service's document 'Standards for asset protection zones' or any documents that supersede them.

**Terms of easement, profit à prendre, restriction, or positive covenant numbered 14 in the plan.**

No habitable building, or ancillary building within 10 metres of a habitable building, may be constructed in that part of the Burdened lot marked (R) on the plan.

**Terms of easement, profit à prendre, restriction, or positive covenant numbered 15 in the plan.**

  
.....  
Attesting Witness

**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 6 of 13 sheets)

Plan: **DP1273771**

Plan of Subdivision of Lot 192 in DP 217678, Lot 4 in DP 549393, Lot 115 in DP 755701, Lot 2 in DP 873399, Lot 2 in DP 1172935 and Lot 12 in DP 1227671 covered by Subdivision Certificate No. SC21/0008

1. In these restrictions numbered 15 in the plan, the following expressions have the meaning attributed to them in this restriction:  
  
**Council** means Tweed Shire Council.  
  
**Dwelling** means a room or suite, or rooms occupied or used or so constructed, designed or adapted as to be capable of being occupied or used as a separate domicile.  
  
**Developer** means JRCL Developments Pty Ltd ACN 639 686 212 or its authorised nominee.  
  
**Development** means the whole of the land intended to be subdivided as part of the residential Development known as "Freedom Cabarita" being the whole of the land contained in 115/755701, 4/549393, 2/873399, 12/1227671, 192/217678 and 2/1172935.  
  
**Freedom Cabarita Design Review Panel (the "DRP")** means the person(s) allocated by the Vendor or the Developer to review and approve the design of a Dwelling or landscape plans prior to a Development Application for the construction of the Dwelling is submitted to Council. All requests for DRP approval must be emailed to [drp@freedomcabarita.com.au](mailto:drp@freedomcabarita.com.au).  
  
**Freedom Cabarita Design Guidelines** means the Freedom Cabarita Estate Design Guidelines published by the Developer from time to time and available upon request from [drp@freedomcabarita.com.au](mailto:drp@freedomcabarita.com.au)  
  
**Vendor** means JRCL Developments Pty Ltd ACN 639 686 212.
2. While the Vendor is the registered proprietor of any lot or part of a lot within the Development no Dwelling may be erected or commenced nor permitted to remain on any lot burdened unless:
  - 2.1 The Dwelling to be erected, external materials, colours and finishes of the Dwelling and landscaping have been designed in accordance with the Freedom Cabarita Estate Design Guidelines; and
  - 2.2 The plans, elevations and a schedule of external materials, colours and finishes, including roofing materials, have been submitted to and approved in writing in accordance with the Freedom Cabarita Estate Design Guidelines. DRP approval must be obtained before application is made to Council or any other relevant authority.
3. No Dwelling erected on the lot burdened may be used or permitted to be used for any purpose other than that of a private residence unless approval for any other use is first obtained from the DRP.
4. Not more than one Dwelling may be erected on each lot burdened unless approval for more than one Dwelling is first obtained from the DRP. No other building may be erected or permitted to remain on the lot burdened unless it complies with the requirements of the Freedom Cabarita Estate Design Guidelines.
5. Without limiting the generality of the Freedom Cabarita Estate Design Guidelines, all of the following constructed or placed on the lot burdened must comply with the Freedom Cabarita Estate Design Guidelines and must be approved by the DRP: Dwellings, garages, driveways, fences, retaining

.....  
Attesting Witness

**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 7 of 13 sheets)

Plan: DP1273771

Plan of Subdivision of Lot 192 in DP 217678, Lot 4 in DP 549393, Lot 115 in DP 755701, Lot 2 in DP 873399, Lot 2 in DP 1172935 and Lot 12 in DP 1227671 covered by Subdivision Certificate No. SC21/0008

- walls, letter boxes, landscaping and all structures ancillary to a Dwelling or other building on the lot burdened such as antennas, clothes lines, air conditioners, outbuildings and the like.
6. No building constructed on any lot burdened may be used or permitted to be used for the display of an exhibition home or for the promotion or sale of homes or land without the prior written consent the DRP.
  7. No structure of a temporary character or nature which is intended for habitation, including, but not limited to, any basement, tent, shed, shack, garage, trailer, campervan or caravan, may be erected or permitted to remain on the lot burdened.
  8. No earth, stone, gravel or trees can be removed or excavated from any lot burdened except where such removal or excavation is necessary for the erection of a building on the relevant lot burdened or to facilitate all reasonable landscaping of the lot and no lot may appear or remain in an excavated or quarried state.
  9. No advertisement hoarding sign or matter of any description may be erected or displayed on any lot burdened without the prior written approval from the DRP.

**Terms of easement, profit à prendre, restriction, or positive covenant numbered 16 in the plan.**

No fence shall be erected or permitted to remain erected on any lot burdened to divide it from any adjoining land owned by JRCL Developments Pty Ltd ACN 639 686 212 without the prior written consent of JRCL Developments Pty Ltd ACN 639 686 212 but such consent shall not be withheld if the fence is erected without expense to JRCL Developments Pty Ltd ACN 639 686 212 provided that this restriction shall remain in force only during such time as JRCL Developments Pty Ltd ACN 639 686 212 is the registered proprietor of any land in the plan.

**Terms of easement, profit à prendre, restriction, or positive covenant numbered 17 in the plan.**

Easement for Water Supply on the terms specified in in Part 10 of Schedule 4A of the Conveyancing Act PROVIDED THAT this easement will be extinguished upon the relocation of the existing water main to which it relates.


**Name of person empowered to release, vary or modify restriction or positive covenant numbered 1 in the plan.**

Tweed Shire Council

**Name of person empowered to release, vary or modify restriction or positive covenant numbered 2 in the plan.**

Essential Energy

**Name of person empowered to release, vary or modify restriction or positive covenant numbered 3 in the plan.**



.....  
Attesting Witness

**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 8 of 13 sheets)

Plan: **DP1273771**

Plan of Subdivision of Lot 192 in DP 217678, Lot 4 in DP 549393, Lot 115 in DP 755701, Lot 2 in DP 873399, Lot 2 in DP 1172935 and Lot 12 in DP 1227671 covered by Subdivision Certificate No. SC 21/0008

Tweed Shire Council

**Name of person empowered to release, vary or modify restriction or positive covenant numbered 4 in the plan.**

Tweed Shire Council

**Name of person empowered to release, vary or modify restriction or positive covenant numbered 5 in the plan.**

Tweed Shire Council

**Name of person empowered to release, vary or modify restriction or positive covenant numbered 6 in the plan.**

Tweed Shire Council

**Name of person empowered to release, vary or modify restriction or positive covenant numbered 7 in the plan.**

Tweed Shire Council

**Name of person empowered to release, vary or modify restriction or positive covenant numbered 8 in the plan.**

Tweed Shire Council

**Name of person empowered to release, vary or modify restriction or positive covenant numbered 9 in the plan.**

Tweed Shire Council

**Name of person empowered to release, vary or modify restriction or positive covenant numbered 10 in the plan.**

Tweed Shire Council

**Name of person empowered to release, vary or modify restriction or positive covenant numbered 11 in the plan.**

Tweed Shire Council

**Name of person empowered to release, vary or modify restriction or positive covenant numbered 12 in the plan.**

Tweed Shire Council



.....  
Attesting Witness

**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 9 of 13 sheets)

Plan: DP1273771

Plan of Subdivision of Lot 192 in DP 217678, Lot 4 in DP 549393, Lot 115 in DP 755701, Lot 2 in DP 873399, Lot 2 in DP 1172935 and Lot 12 in DP 1227671 covered by Subdivision Certificate No. SC21/0008

**Name of person empowered to release, vary or modify restriction or positive covenant numbered 13 in the plan.**

Tweed Shire Council

**Name of person empowered to release, vary or modify restriction or positive covenant numbered 14 in the plan.**

Tweed Shire Council

**Name of person empowered to release, vary or modify restriction or positive covenant numbered 15 in the plan.**

JRCL Developments Pty Ltd ACN 639 686 212 or its authorised nominee.

**Name of person empowered to release, vary or modify restriction or positive covenant numbered 16 in the plan.**

JRCL Developments Pty Ltd ACN 639 686 212 or its authorised nominee.

**Name of person empowered to release, vary or modify restriction or positive covenant numbered 17 in the plan.**

Tweed Shire Council



.....  
Attesting Witness



**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 10 of 13 sheets)


**DP1273771**

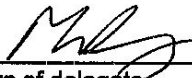
Plan: \_\_\_\_\_

Plan of Subdivision of Lot 192 in DP 217678, Lot 4 in DP 549393, Lot 115 in DP 755701, Lot 2 in DP 873399, Lot 2 in DP 1172935 and Lot 12 in DP 1227671 covered by Subdivision Certificate No. SC21/0008

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

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

  
\_\_\_\_\_  
Signature of witness

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

JOHN MUZYCZKA  
\_\_\_\_\_  
Name of witness

MICK DENNY  
\_\_\_\_\_  
Name of delegate

DEVELOPMENT ENGINEER  
\_\_\_\_\_  
Position of witness  
10-14 TUMBULGUM ROAD  
MURWILLUMBAH NSW 2484  
\_\_\_\_\_  
Address of witness

UNIT CO-ORDINATOR  
DEVELOPMENT ENGINEERING  
\_\_\_\_\_  
Position of delegate

**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 11 of 13 sheets)

Plan: **DP1273771**

Plan of Subdivision of Lot 192 in DP 217678, Lot 4 in DP 549393, Lot 115 in DP 755701, Lot 2 in DP 873399, Lot 2 in DP 1172935 and Lot 12 in DP 1227671 covered by Subdivision Certificate No. SC21/0008

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appears(s) below pursuant to the authority specified.

Corporation: JRCL Developments Pty Ltd ACN 639 686 212

Capacity: Registered Proprietor

Authority: section 127 of the Corporations Act 2001



\_\_\_\_\_  
Signature of authorised person:  
Name of authorised person: Christie John Leet  
Office held: Director



\_\_\_\_\_  
Signature of authorised person:  
Name of authorised person: Jeffrey Thomas Ruddell  
Office held: Director

**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 12 of 13 sheets)

Plan: DP1273771

Plan of Subdivision of Lot 192 in DP 217678, Lot 4 in DP 549393, Lot 115 in DP 755701, Lot 2 in DP 873399, Lot 2 in DP 1172935 and Lot 12 in DP 1227671 covered by Subdivision Certificate No. SC 21/0008

Administration sheet consented to by

POLICE & NURSES LIMITED Acct 087 651 876

(name of bank)

as mortgagee under mortgagees registered number

AQ 433471

(mortgage no/s)



Signature of witness

DAVID KELLY

Name of witness

8/120 EDWARD ST BRISBANE

Address of witness



Signature of Attorney

SHANTAL RANA EVANS

Name of Attorney

GADENS LAWYERS

On behalf of

POLICE & NURSES LIMITED

(name of bank)

Under Power of Attorney Book 4772 No 594 765  
4670

6-7-21

**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**

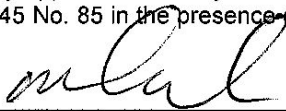
(Sheet 13 of 13 sheets)

**DP1273771**

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Executed by **ESSENTIAL ENERGY**  
by its duly appointed attorney under power of attorney  
Book 4745 No. 85 in the presence of:

  
\_\_\_\_\_  
Signature of witness

Melinda White  
\_\_\_\_\_  
Name of witness

8 Buller Street  
Perth Macquarie  
\_\_\_\_\_  
Address of witness

  
\_\_\_\_\_  
Signature of attorney  
Martin English  
Head of Legal  
\_\_\_\_\_  
Name and title of attorney

REGISTERED



14/07/2021

# Planning Certificate under Section

## 10.7 (formerly Section 149)

### Environmental Planning and Assessment Act, 1979

Land No. 85679

<b>Applicant:</b>	NP Conveyancing 5/5 Coronation Avenue POTTSVILLE NSW 2489	<b>Certificate No:</b>	ePlanCer22/3142
		<b>Date of Issue:</b>	28/10/2022
		<b>Fee Paid:</b>	\$62.00
		<b>Receipt No:</b>	

**Your Reference:**  
**eCustomer Reference:** 22108  
**Property Description:** Lot 16 DP 1273771; No. 13 Kanooka Crescent BOGANGAR

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

#### ITEM 1

##### Names of relevant planning instruments and development control plans

- (1) *The name of each environmental planning instrument and development control plan that applies to the carrying out of development on the land.*
- (2) *The name of each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land.*
- (3) *Subsection (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if—*
  - (a) *it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or*
  - (b) *for a proposed environmental planning instrument—the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.*
- (4) *In this section—*

**proposed environmental planning instrument** means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.

##### 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 (Industry and Employment) 2021 - Chapter 3 Advertising and Signage

State Environmental Planning Policy (Housing) 2021 - Chapter 2 Affordable Housing

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

State Environmental Planning Policy (Biodiversity and Conservation) 2021 - Chapter 7 Canal Estate Development

State Environmental Planning Policy (Housing) 2021 - Chapter 3 Diverse Housing

State Environmental Planning Policy (Transport and Infrastructure) 2021 - Chapter 3 Educational Establishments and Child Care Facilities

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

State Environmental Planning Policy (Resilience and Hazards) 2021 - Chapter 3 Hazardous and Offensive Development

State Environmental Planning Policy (Primary Production) 2021 - Chapter 2 Primary Production and Rural Development

State Environmental Planning Policy (Resilience and Hazards) 2021 - Chapter 4 Remediation of Land

State Environmental Planning Policy (Resilience and Hazards) 2021 - Chapter 2 Coastal Management

State Environmental Planning Policy No. 65 - Design Quality of Residential Flat Development

State Environmental Planning Policy (Transport and Infrastructure) 2021 - Chapter 2 Infrastructure

State Environmental Planning Policy (Resources and Energy) 2021 - Chapter 2 Mining, Petroleum Production and Extractive Industries

State Environmental Planning Policy (Biodiversity and Conservation) 2021 - Chapter 2 Vegetation in non-rural areas

State Environmental Planning Policy (Planning Systems) 2021

**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 in draft or adopted may apply to the carrying out of development on the land:**

Section A1 - Residential and Tourist Development Code

Section A2 - Site Access and Parking Code

Section A3 - Development of Flood Liable Land

Section A4 - Advertising Signs Code

Section A5 - Subdivision Manual

Section A6 - Biting Midge and Mosquito Control

Section A7 - Child Care Centres

Section A8 - Brothels Policy

Section A9 - Energy Smart Homes Policy

Section A10 - Exempt and Complying Development

Section A13 - Socio Economic Impact Assessment

Section A15 - Waste Minimisation and Management

Section A16 - Preservation of Trees or Vegetation

Section A17 - Business, Enterprise Corridor and General Industrial Zones

Section A18 - Heritage

Section A19 - Biodiversity and Habitat Management

Section B19 - Bogangar/Cabarita Beach Locality Plan

**ITEM 2**

**Zoning and land use under relevant planning instruments**

*The following matters for each environmental planning instrument or draft environmental planning instrument that includes the land in a zone, however described—*

- (a) *the identity of the zone, whether by reference to—*
  - (i) *a name, such as “Residential Zone” or “Heritage Area”, or*
  - (ii) *a number, such as “Zone No 2 (a)”,*
- (b) *the purposes for which development in the zone—*
  - (i) *may be carried out without development consent, and*
  - (ii) *may not be carried out except with development consent, and*
  - (iii) *is prohibited,*
- (c) *whether additional permitted uses apply to the land,*
- (d) *whether development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions,*
- (e) *whether the land is in an area of outstanding biodiversity value under the [Biodiversity Conservation Act 2016](#),*
- (f) *whether the land is in a conservation area, however described,*
- (g) *whether an item of environmental heritage, however described, is located on the land.*

**Item 2(a-c)**

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

**Zone R2 Low Density Residential**

**1 Objectives of zone**

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

**2 Permitted without consent**

Environmental facilities; Environmental protection works; Home occupations

**3 Permitted with consent**

Bed and breakfast accommodation; Boarding houses; Centre-based child care facilities; Dwelling houses; Group homes; Home industries; Oyster aquaculture; Pond-based aquaculture; Respite day care centres; Roads; Tank-based aquaculture; Any other development not specified in item 2 or 4

**4 Prohibited**

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

[End of Zone R2 Table]

**Item 2(d)**

Whether development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions:

Not applicable.

**Item 2(e) - Biodiversity Value:**

The subject land is in an area of outstanding biodiversity value under the [Biodiversity Conservation Act 2016](#).

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

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

**Item 2(g) - 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**

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**Contributions Plans:**

- |  |
|--|
| <p>(1) <i>The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.</i></p> <p>(2) <i>If the land is in a special contributions area under the Act, Division 7.1, the name of the area.</i></p> |
|--|

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

Section 94 Plan No 4 - Tweed Road Contribution Plan

Section 94 Plan No 5 - Open Space Contributions

Section 94 Plan No 11 - Tweed Shire Library Facilities

Section 94 Plan No 12 - Bus Shelters

Section 94 Plan No 13 - Eviron Cemetery

Section 94 Plan No 15 - Developer Contributions for Community Facilities

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

Section 94 Plan No 22 - Cycleways

Section 94 Plan No 26 - Shirewide/Regional Open Space

**ITEM 4**

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**Complying Development**

- |   |
|---|
| <p>(1) <i>If the land is land on which complying development may be carried out under each of the complying development codes under <a href="#">State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</a>, because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.</i></p> <p>(2) <i>If complying development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.</i></p> <p>(3) <i>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—</i></p> <p>(a) <i>a restriction applies to the land, but it may not apply to all of the land, and</i></p> |
|---|



(b) *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.*

(4) *If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.*

### **Part 3 Housing Code**

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

- \* land that is within an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016

### **Part 3A Rural Housing Code**

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

- \* land that is within an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016

### **Part 3B Low Rise Housing Diversity Code**

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

- \* land that is within an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016

### **Part 3C Greenfield Housing Code**

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

- \* land that is within an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016

### **Part 4 Housing Alterations Code**

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

- \* land that is within an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016

### **Part 4A General Development Code**

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

- \* land that is within an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016

### **Part 5 Industrial and Business Alterations Code**

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

- \* land that is within an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016

### **Part 5A Industrial and Business Buildings Code**

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

- \* land that is within an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016

### **Part 5B Container Recycling Facilities Code**

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

- \* land that is within an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016

### **Part 6 Subdivisions Code**

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

- \* land that is within an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016

### Part 7 Demolition Code

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

- \* land that is within an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016

### Part 8 Fire Safety Code

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

- \* land that is within an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016

### Qualifying Statement on Council Data Affecting this Item

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

## ITEM 5

### Exempt Development

- (1) *If the land is land on which exempt development may be carried out under each of the exempt development codes under [State Environmental Planning Policy \(Exempt and Complying Development Codes\) 2008](#), because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.*
- (2) *If exempt development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.*
- (3) *If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that—*
  - (a) *a restriction applies to the land, but it may not apply to all of the land, and*
  - (b) *the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.*
- (4) *If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.*

No. Exempt Development may not be carried out on this land. The land is affected by specific land exemptions:

- \* land that is within an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016

### Qualifying Statement on Council Data Affecting this Item

Tweed Shire Council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land. A restriction applies to the land, but it may not apply to all of the land.

## ITEM 6

### Affected building notices and building product rectification orders

- (1) *Whether the council is aware that—*
  - (a) *an affected building notice is in force in relation to the land, or*
  - (b) *a building product rectification order is in force in relation to the land that has not been fully complied with, or*
  - (c) *a notice of intention to make a building product rectification order given in relation to the land is outstanding.*
- (2) *In this section—*

**affected building notice** has the same meaning as in the [Building Products \(Safety\) Act 2017](#), Part 4.

**building product rectification order** has the same meaning as in the [Building Products \(Safety\) Act 2017](#).

### Item (1)(a-c)

Council is not aware of any affected building notice or building product rectification order or a notice of intention to make a building product rectification order for the subject land.

## ITEM 7

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### Land reserved for acquisition:

*Whether an environmental planning instrument or proposed environmental planning instrument referred to in section 1 makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15.*

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 8

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### Road Widening and Road Realignment:

*Whether the land is affected by road widening or road realignment under—*

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

#### Item 8(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 9

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### Flood related development controls

- (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 section—*  
**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 9(1-3)

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

#### **Floodplain Risk Management Study**

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

- (2) The land is a flood control lot. Council is aware that 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 in the

Tweed Local Environmental Plans and Development Control Plans. Flood related development controls, such as evacuation routes and/or refuges, are prescribed by Development Control Plan Section A3 - Development of Flood Liable Land. Property Flood Reports that provide general flood risk information for this land are available on Council's website.

## ITEM 10

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

- (1) *Whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.*
- (2) *In this section—*  
**adopted policy** means a policy adopted—
  - (a) *by the council, or*
  - (b) *by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.*

#### Land Slip:

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

#### Bushfire:

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

#### Tidal Inundation:

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

#### Subsidence:

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

#### Acid Sulfate Soils:

The subject land is identified as Class 3 on Councils "Acid Sulfate Soil Planning Map" under the relevant Tweed Local Environmental Plan.

#### 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.

#### Aircraft Noise

The subject site does not lie within an Australian Noise Exposure Forecast (ANEF) zone surrounding Gold Coast Airport. Additional information on aircraft noise and the ANEF can be obtained from Gold Coast Airport on (07)

5589 1100 or by visiting their website at <http://www.goldcoastairport.com.au/>.

**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.

**ITEM 11**

**Bush Fire Prone Land**

- (1) *If any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bush fire prone land.*
- (2) *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**

**Loose-fill asbestos insulation**

*If the land includes residential premises, within the meaning of the [Home Building Act 1989](#), Part 8, Division 1A, that are listed on the Register kept under that Division, a statement to that effect.*

The land is not known to be affected or listed on any register.

**ITEM 13**

**Mine Subsidence:**

*Whether the land is declared to be a mine subsidence district, within the meaning of the [Coal Mine Subsidence Compensation Act 2017](#).*

No

**ITEM 14**

**Paper subdivision information**

- (1) *The name of a development plan adopted by a relevant authority that—*
  - (a) *applies to the land, or*
  - (b) *is proposed to be subject to a ballot.*
- (2) *The date of a subdivision order that applies to the land.*
- (3) *Words and expressions used in this section have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7.*

There is no paper subdivision information relating to this land.

**ITEM 15**

**Property Vegetation Plans**

*If the land is land in relation to which a property vegetation plan is approved and in force under the [Native Vegetation Act 2003](#), Part 4, 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 16

### Biodiversity Stewardship Sites:

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under the [Biodiversity Conservation Act 2016](#), Part 5, a statement to that effect, but only if the council has been notified of the existence of the agreement by the Biodiversity Conservation Trust.

**Note—**

Biodiversity stewardship agreements include biobanking agreements under the [Threatened Species Conservation Act 1995](#), Part 7A that are taken to be biodiversity stewardship agreements under the [Biodiversity Conservation Act 2016](#), Part 5.

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 17

### Biodiversity certified land:

If the land is biodiversity certified land under the [Biodiversity Conservation Act 2016](#), Part 8, a statement to that effect.

**Note—**

Biodiversity certified land includes land certified under the [Threatened Species Conservation Act 1995](#), Part 7AA that is taken to be certified under the [Biodiversity Conservation Act 2016](#), Part 8.

Council is not aware of any Biodiversity Certifications on this site.

## ITEM 18

### 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 19

### Annual charges under [Local Government Act 1993](#) for coastal protection services that relate to existing coastal protection works

(1) If the [Coastal Management Act 2016](#) applies to the council, whether the owner, or a previous owner, of the land has given written consent to the land being subject to annual charges under the [Local Government Act 1993](#), section 496B, for coastal protection services that relate to existing coastal protection works.

(2) In this section—

**existing coastal protection works** has the same meaning as in the [Local Government Act 1993](#), section 553B.

**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 1 January 2011.

The subject site is not affected by any Annual Charges for coastal protection services under the [Local Government Act 1993](#).

## ITEM 20

### Western Sydney Aerotropolis

Whether under [State Environmental Planning Policy \(Precincts—Western Parkland City\) 2021](#), Chapter 4 the land is—

- (a) in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17, or
- (b) shown on the [Lighting Intensity and Wind Shear Map](#), or
- (c) shown on the [Obstacle Limitation Surface Map](#), or
- (d) in the “public safety area” on the [Public Safety Area Map](#), or
- (e) in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the [Wildlife Buffer Zone Map](#).

Not applicable to Tweed Shire.

## ITEM 21

### Development consent conditions for seniors housing

If [State Environmental Planning Policy \(Housing\) 2021](#), Chapter 3, Part 5 applies to the land, any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in that Policy, section 88(2).

State Environmental Planning Policy (Housing) 2021, Chapter 3, Part 5 applies to the land.

There are no historic development consents relating to Seniors Housing on the land.

## ITEM 22

### Site compatibility certificates and development consent conditions for affordable rental housing

- (1) Whether there is a current site compatibility certificate under [State Environmental Planning Policy \(Housing\) 2021](#), or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land and, if there is a certificate—
  - (a) the period for which the certificate is current, and
  - (b) that a copy may be obtained from the Department.
- (2) If [State Environmental Planning Policy \(Housing\) 2021](#), Chapter 2, Part 2, Division 1 or 5 applies to the land, any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, section 21(1) or 40(1).
- (3) Any conditions of a development consent in relation to land that are of a kind referred to in [State Environmental Planning Policy \(Affordable Rental Housing\) 2009](#), clause 17(1) or 38(1).
- (4) In this section—  
**former site compatibility certificate** means a site compatibility certificate issued under [State Environmental Planning Policy \(Affordable Rental Housing\) 2009](#).

#### Item (1)(a-b)

There are no current site compatibility certificates under State Environmental Planning Policy (Housing) 2021, or a former site compatibility certificate that council is aware of in relation to the land.

#### Item (2)

State Environmental Planning Policy (Housing) 2021, Chapter 2, Part 2 applies to the land.

There are no development consents of a kind referred to in State Environmental Planning Policy (Housing) 2021, Chapter 2, Part 2, section 21(1) or 40(1) relating to the land.

#### Item (3)

There are no development consents of a kind referred to in State Environmental Planning Policy (Affordable Rental Housing) 2009, clause 17(1) or 38(1) relating to the land.

### 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 2021.*

*Information provided under Section 10.7(2) is in accordance with the matters prescribed under Schedule 2 of the Environmental Planning and Assessment Regulation 2021.*

*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: DD22/1774  
Your Reference:  
eCustomer Reference: 22108



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

28 October 2022

NP Conveyancing  
5/5 Coronation Avenue  
POTTSVILLE NSW 2489

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



PO Box 816  
Murwillumbah NSW 2484

Please address all communications  
to the General Manager

ABN: 90 178 732 496

Dear Sir/Madam

**Sewer Diagram**  
**Lot 16 DP 1273771; No. 13 Kanooka Crescent BOGANGAR**

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

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

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

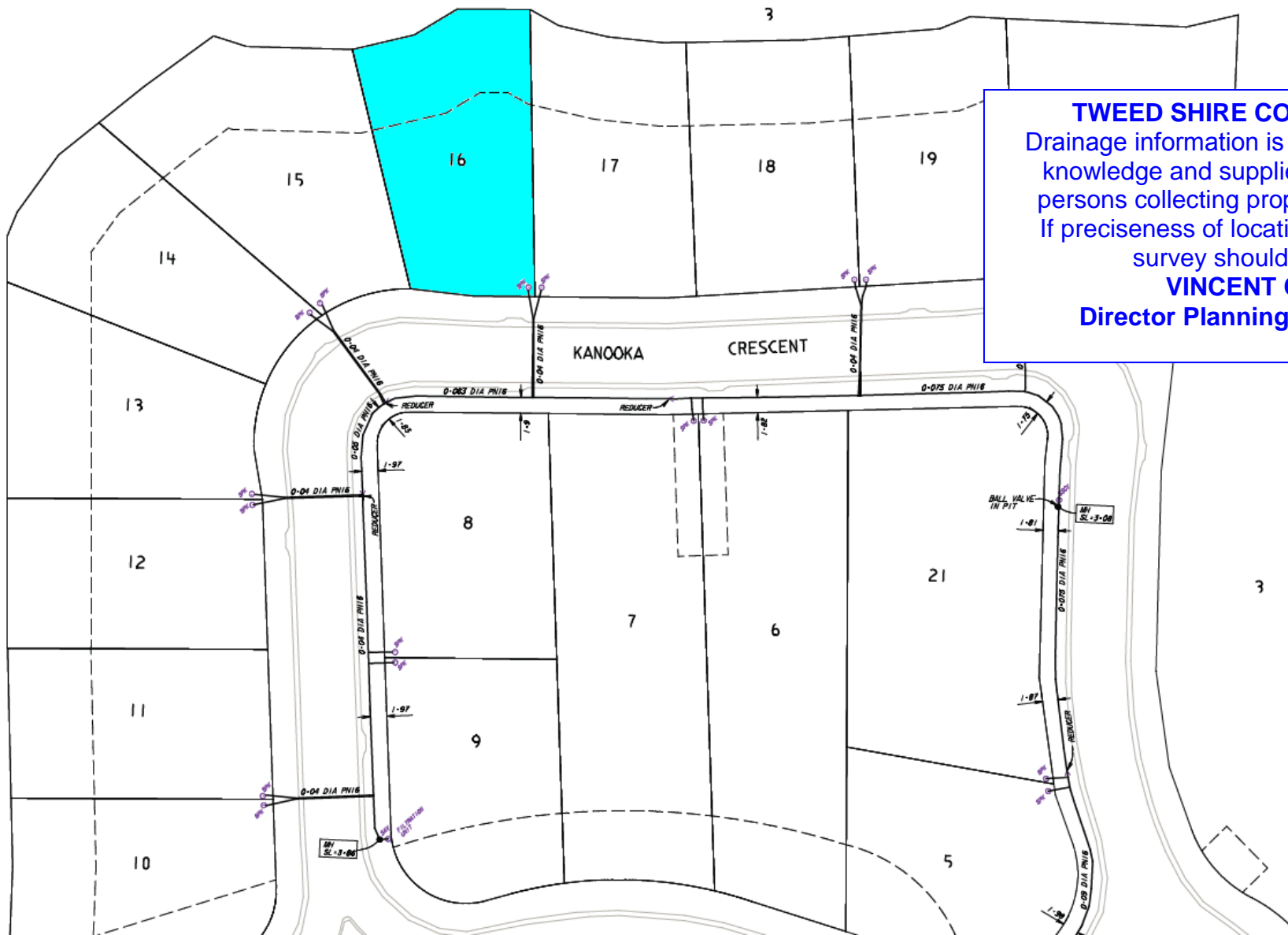
For further information regarding this matter please contact Council's Building and Environmental Health Unit.

Yours faithfully

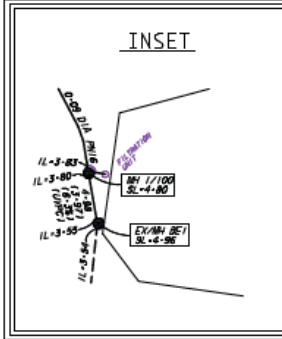
A handwritten signature in black ink, appearing to read "D. Galle".

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

Enclosure

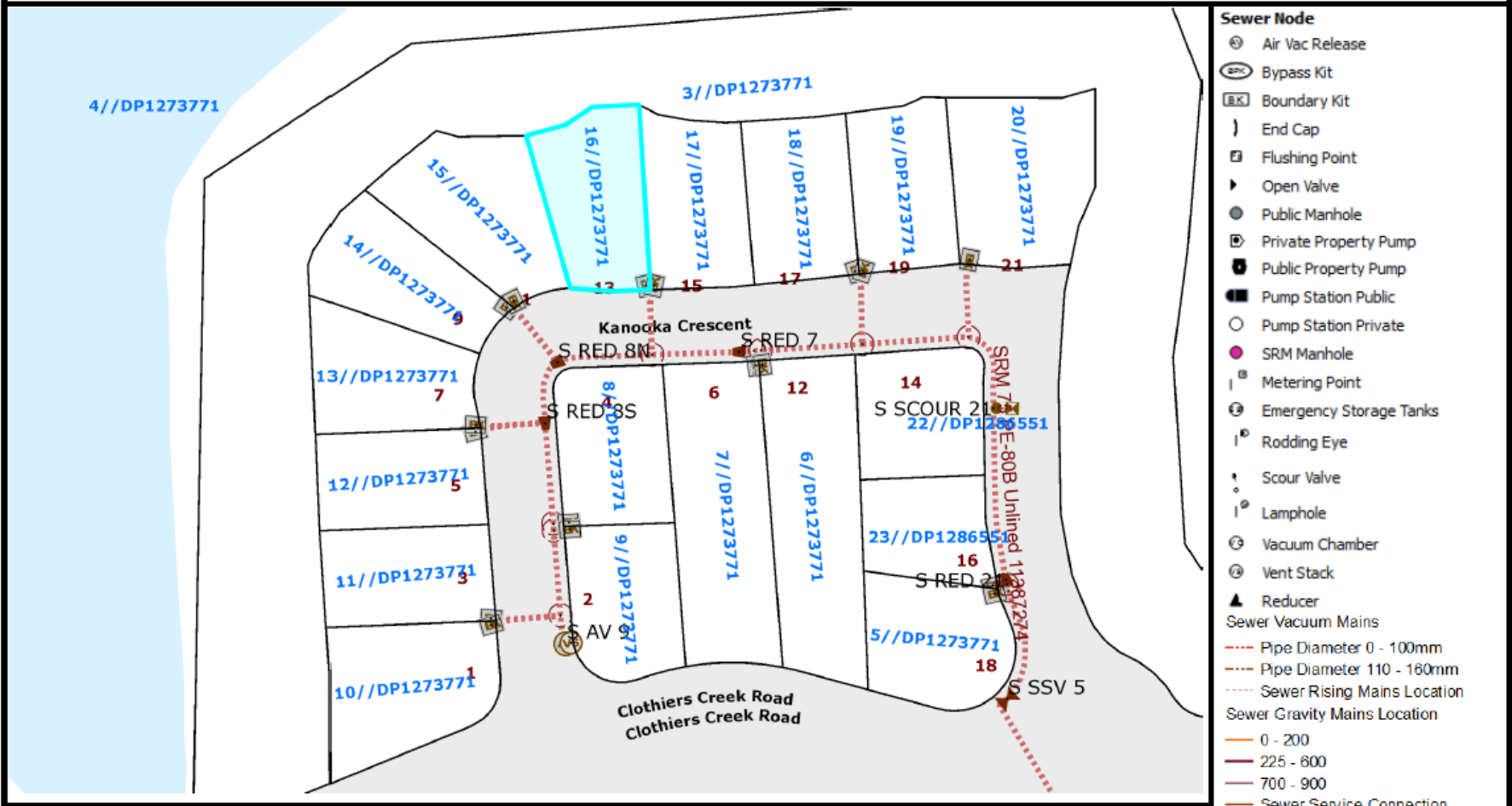


**TWEED SHIRE COUNCIL WARNING**  
 Drainage information is to the best of Council's knowledge and supplied for the guidance of persons collecting property or planning data. If preciseness of location is critical, a private survey should be arranged.  
**VINCENT CONNELL**  
 Director Planning and Regulations



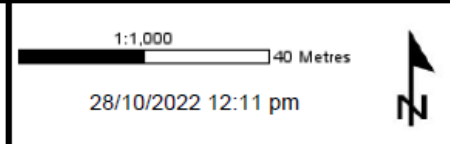
## Sewer Network Report

Owners: Mr Luke C Barker Lot & DP: 16//1273771  
Land No: 85679



- Sewer Node**
- Air Vac Release
  - Bypass Kit
  - Boundary Kit
  - End Cap
  - Flushing Point
  - Open Valve
  - Public Manhole
  - Private Property Pump
  - Public Property Pump
  - Pump Station Public
  - Pump Station Private
  - SRM Manhole
  - Metering Point
  - Emergency Storage Tanks
  - Rodding Eye
  - Scour Valve
  - Lamphole
  - Vacuum Chamber
  - Vent Stack
  - Reducer
- Sewer Vacuum Mains**
- Pipe Diameter 0 - 100mm
  - Pipe Diameter 110 - 160mm
  - Sewer Rising Mains Location
  - Sewer Gravity Mains Location
  - 0 - 200
  - 225 - 800
  - 700 - 900
  - Sewer Service Connection
  - Sewer DSP
  - Sewer Basin

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



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 indicative and diagrammatic only. It should not be used for survey or construction purposes and prior to any excavations a "Dial before you Dig" enquiry must be made by calling 1100. The information contained in this document remains valid for the 30 days only from the date of supply.