

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	LS Properties PO Box 1487, Kingscliff NSW 2487 Email: leanne@lsproperties.com.au	Phone: 0408 883 193 Ref: Leanne Morris

co-agent

vendor

vendor's solicitor	Border Conveyancing Services Pty Ltd Shop 10, 21-25 Amaroo Drive, Banora Point NSW 2486 PO Box 535, Tweed Heads NSW 2485 Email: sk@borderconvey.com.au	Phone: 0413 513 920 Fax: 07 5524 7668 Ref: SK:RC:23/021
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date for completion **30 days after the contract date** (clause 15)

land (address, plan details and title reference) **Unit 5, 56 Cylinders Drive, Kingscliff NSW 2487**
Lot 5 in Strata Plan 100349
Folio Identifier 5/SP100349

improvements VACANT POSSESSION subject to existing tenancies
 HOUSE garage carport home unit carspace storage space
 none other:

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

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

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

exclusions

Purchaser

purchaser's solicitor

price \$ _____

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

balance \$ _____

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

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>Signed by</p> <p>_____</p> <p>Vendor</p> <p>_____</p> <p>Vendor</p>	<p>Signed by</p> <p>_____</p> <p>Purchaser</p> <p>_____</p> <p>Purchaser</p>
VENDOR (COMPANY)	PURCHASER (COMPANY)
<p>Signed by _____ 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>Signed by _____ 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): PEXA
Manual transaction (clause 30) 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 type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate	<input checked="" type="checkbox"/> 33 property certificate for strata common property <input checked="" type="checkbox"/> 34 plan creating strata common property <input checked="" 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>Home Building Act 1989</p> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover	<p>Other</p> <input type="checkbox"/> 60
<p>Swimming Pools Act 1992</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

SSKB (NSW) Pty Ltd
 PO Box 1645, Kingscliff NSW 2487
 Email: sskb@sskb.com.au; certificates@sskb.com.au
 Tel: 07 5504 2000

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:**

APA Group Australian Taxation Office Council County Council Department of Planning and Environment Department of Primary Industries Electricity and gas Land and Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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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 <i>served</i> 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"> • the issuer; • the expiry date (if any); and • the amount;
<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</i> by a <i>party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>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"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</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.

5/56 CYLINDERS DR KINGSCLIFF NSW 2407

SPECIAL CONDITIONS

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

BETWEEN

(Vendor)

AND

(Purchaser)

1. Amendments to the 2022 Contract for Sale of Land

The vendor and the Purchaser agree that the provisions of the printed form of contract are amended as follows:

- a) In Clause 1 the definition of "work order" is amended by inserting the words "in writing issued by a competent authority" after the word "order".
- b) In Clause 5.2.3, replace the words "a reasonable time" with the words "21 days after the date of this contract".
- c) Delete Clause 6.2
- d) Amend clause 7.1.1 and replace "5%" with "\$1.00". Delete the words "of the price".
- e) Delete clause 7.2.
- f) Delete clause 14.4.2 and replace with "by adjusting the amount which would have been payable if at the start of the year the Vendor owned the land and no other land."
- g) In Clause 23.13, delete the words "at least 7 days"
- h) Amend Clause 23.14 by deleting the first sentence ending with "does not apply to this provision".

2. Notice to complete

In the event of either party failing to complete this contract within the time specified herein, 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.

In the event that the Vendor validly issues a Notice to Complete, the Purchaser shall allow to the Vendor the amount of \$375.00 in addition to the balance of the purchase monies payable herein such additional amount being payable to the Vendor upon completion.

3. Death or incapacity

Notwithstanding any rule of law or equity to the contrary, should either party, or if more than one any one of them, prior to completion die or become mentally ill, as defined in the Mental Health Act, or become bankrupt, or if a company go into liquidation, then either party may rescind this contract by notice in writing forwarded to the other party and thereupon this contract shall be at an end and the provisions of clause 19 hereof shall apply.

4. 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, terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

5. Late completion

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

6. 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, not withstanding completion.

7. Smoke alarms

The property has smoke alarms installed.

8. Electronic Transactions Act 2000

The Vendor and Purchaser agree this contract may be, and is binding if, executed by a party by facsimile, electronic PDF or other similar methods. Without limitation, there is no requirement on either party, and the contract will still be binding if, no wet ink version of the contract is held by a party.



LAND
REGISTRY
SERVICES

Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 5/SP100349

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
13/1/2023	9:32 AM	3	10/3/2021

LAND

LOT 5 IN STRATA PLAN 100349
AT KINGSCLIFF
LOCAL GOVERNMENT AREA TWEED

FIRST SCHEDULE

(T AP741495)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP100349
- 2 SP100349 RIGHT OF FOOTWAY 1 METRE(S) WIDE APPURTENANT TO THE
LAND ABOVE DESCRIBED
- 3 AQ860093 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP
LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

23/021

PRINTED ON 13/1/2023

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Received: 13/01/2023 09:32:32



FOLIO: CP/SP100349

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
20/9/2022	1:22 PM	2	13/5/2020

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 100349
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT KINGSCLIFF
LOCAL GOVERNMENT AREA TWEED
PARISH OF CUDGEN COUNTY OF ROUS
TITLE DIAGRAM SP100349

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 100349
ADDRESS FOR SERVICE OF DOCUMENTS:
C/-SSKB
PO BOX 657
TWEED HEADS
NSW 2485

SECOND SCHEDULE (13 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE STRATA SCHEME BY-LAWS FILED WITH THE STRATA PLAN
- 3 DP1162588 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (1) IN THE S.88B INSTRUMENT
- 4 DP1162588 POSITIVE COVENANT REFERRED TO AND NUMBERED (2) IN THE S.88B INSTRUMENT
- 5 DP1162588 EASEMENT TO DRAIN SEWAGE 3 & 3.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 DP1254651 RIGHT OF CARRIAGEWAY 6.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 7 DP1254651 EASEMENT TO DRAIN & STORE WATER 6.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 8 DP1254651 EASEMENT FOR UNDERGROUND POWERLINES 1 & 2 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 9 DP1254651 EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION 4.2 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

22/822

END OF PAGE 1 - CONTINUED OVER

PRINTED ON 20/9/2022

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP100349

PAGE 2

SECOND SCHEDULE (13 NOTIFICATIONS) (CONTINUED)

- 10 SP100350 RIGHT OF FOOTWAY 1.6 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 11 SP100349 RIGHT OF FOOTWAY 2.43 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 12 SP100349 EASEMENT FOR REFUSE VARIABLE WIDTH REFERRED TO AND NUMBERED (3) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 13 SP100349 EASEMENT FOR REFUSE VARIABLE WIDTH REFERRED TO AND NUMBERED (4) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 100)

STRATA PLAN 100349

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 4	2	- 8	3	- 5	4	- 7
5	- 6	6	- 5	7	- 7	8	- 5
9	- 5	10	- 7	11	- 5	12	- 8
13	- 6	14	- 6	15	- 7	16	- 5
17	- 2	18	- 2				

NOTATIONS

UNREGISTERED DEALINGS: NIL

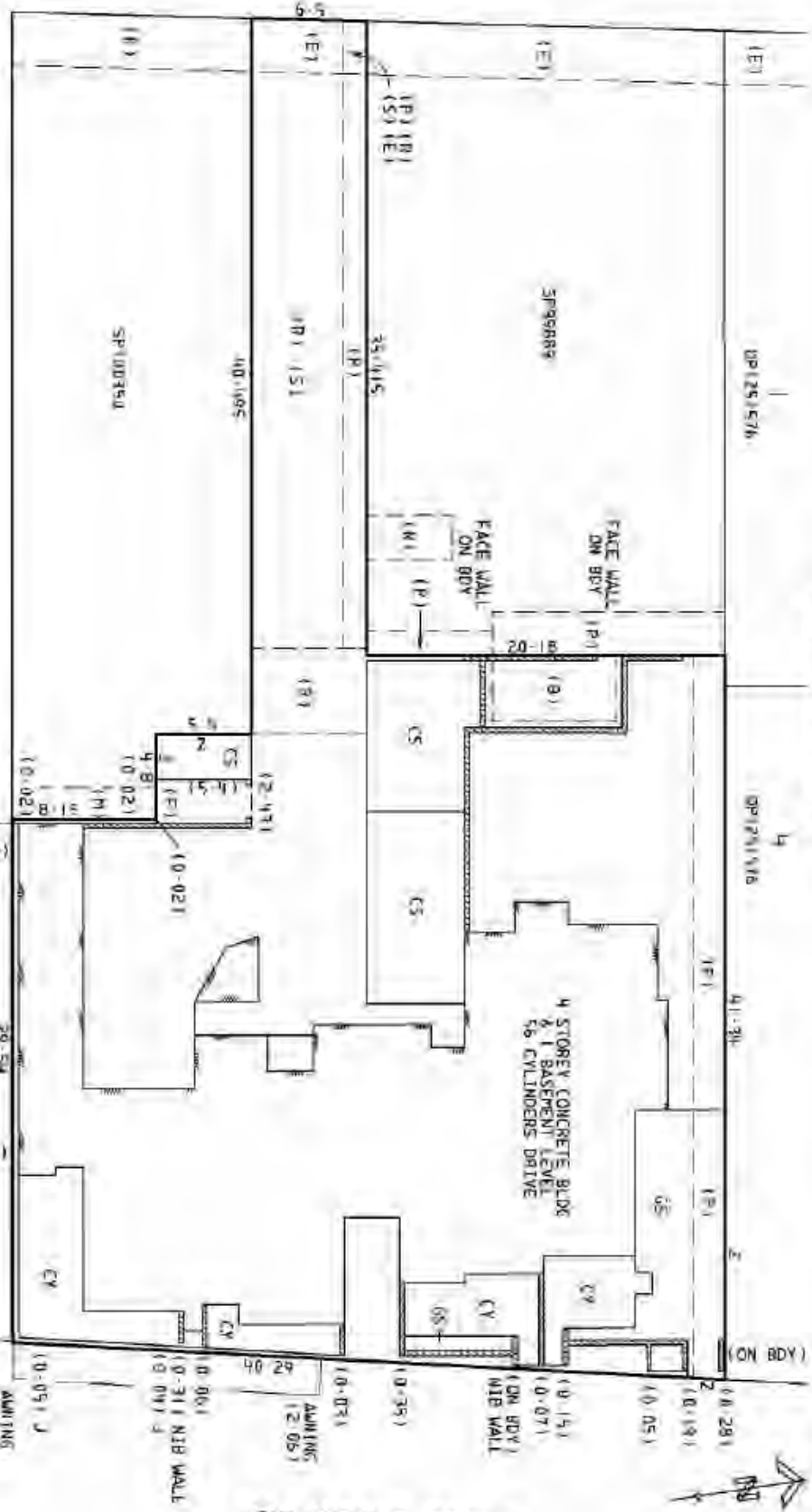
*** END OF SEARCH ***

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Received: 20/09/2022 13:22:34

LOCATION PLAN



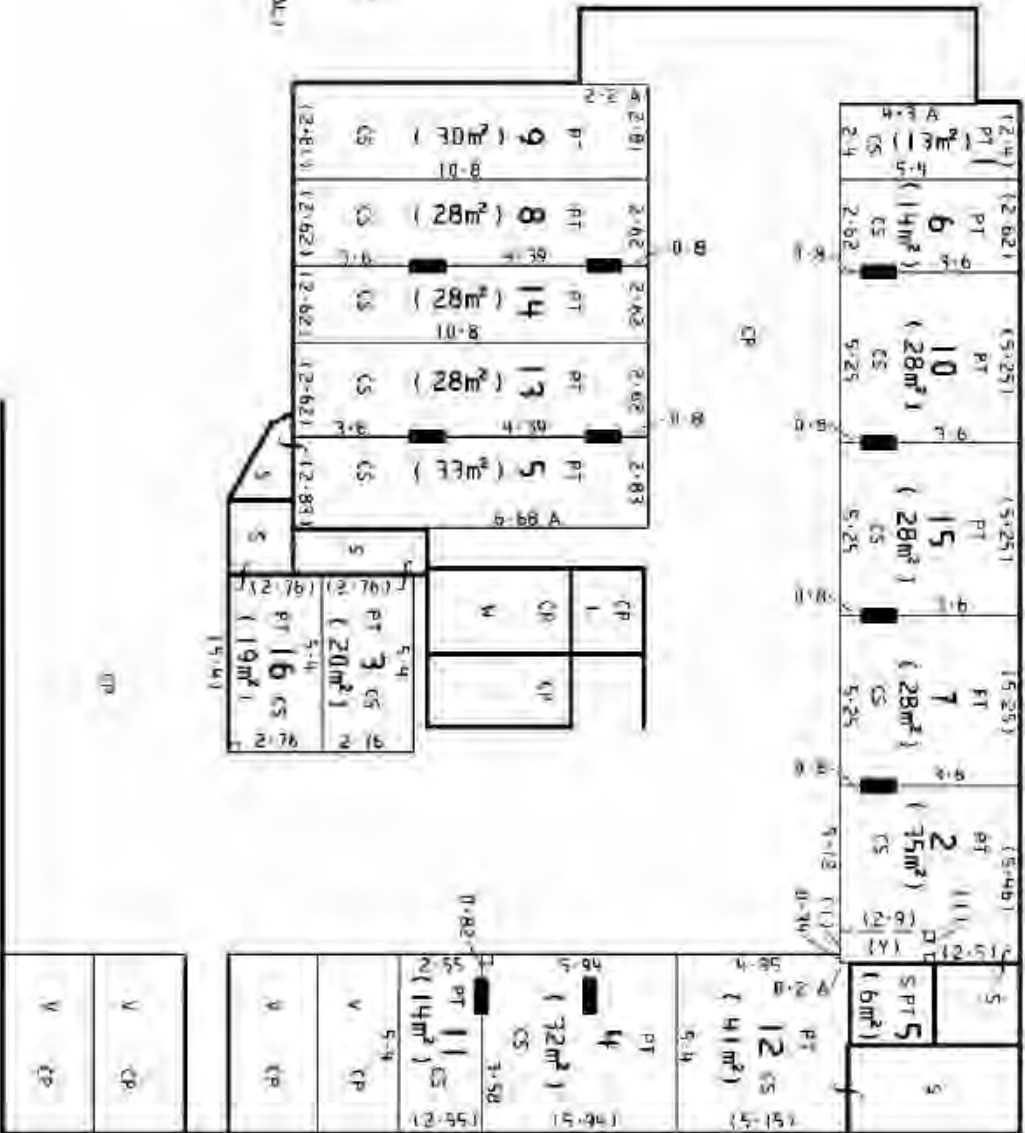
- (B) EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION 4.2 WIDE (DP1254651)
- (E) EASEMENT TO DRAIN SEWAGE 3 & 1.5 WIDE (DP1162588)
- (E) EIGHT OF FOOTWAY 1.6 WIDE (SP100350)
- (N) EASEMENT FOR CAR PARKING 2.7 WIDE (SP99889)
- (P) EASEMENT FOR UNDERGROUND POWERLINES 5.2 WIDE (DP1254651)
- (R) RIGHT OF CARRIAGEWAY 6.5 WIDE (DP1254651)
- (S) EASEMENT TO DRAIN & STORE WATER 6.5 WIDE (DP1254651)

- CS DENOTES CAR SPACE
- CY DENOTES COURT/YARD
- GS DENOTES GARDEN SPACE
- Z... DENOTES GROUND LEVEL
- Z... DENOTES LOT BOUNDARY TO COINCIDENTAL WITH THE PARCEL BOUNDARY

SURVEYOR Name: PHILIP ANDREW WYPER Date: 14/10/2019 Reference: T6218 / 219340	PLAN OF SUBDIVISION OF LOT 2 IN DP1254651	L.C.A.: TWEED Locality: RIMUSCLIFF Reduction Factor: 1.250 Lengths are in metres
REGISTERED 7/11/2019		SP100349

10	20	30	40	50	60	70	80	90	100	110	120	130	140	150
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BASEMENT LEVEL



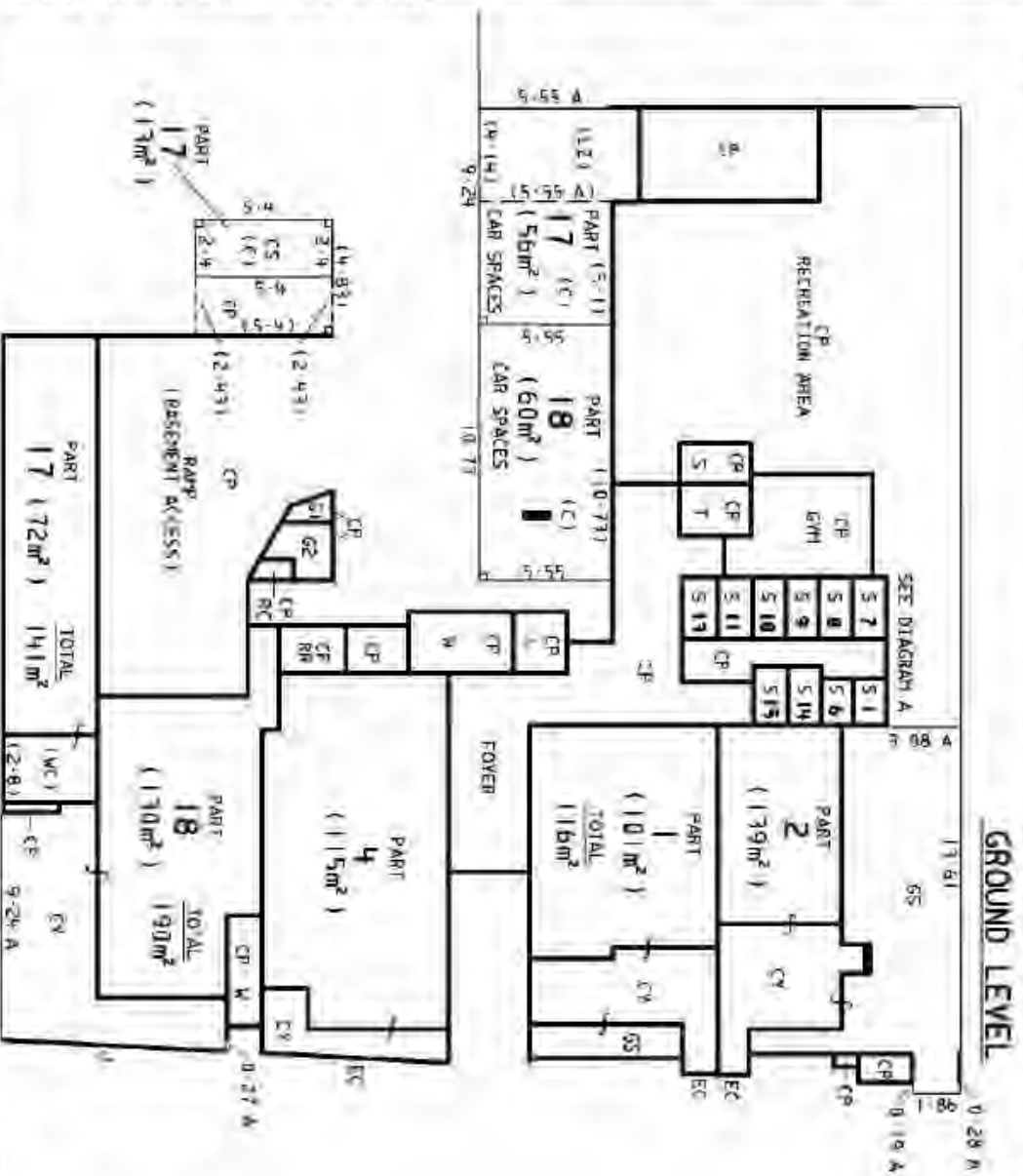
DENOTES CENTRELINE OF COLUMN PRODUCED

- A. DENOTES OUTSIDE FACE OF WALL PRODUCED
- B. DENOTES COMMON PROPERTY
- C. DENOTES CAR SPACE
- 1. DENOTES LIFT
- 2. DENOTES STORAGE SPACE
- V. DENOTES VISITORS CAR SPACE (RESIDENTIAL)
- W. DENOTES STAIRWELL

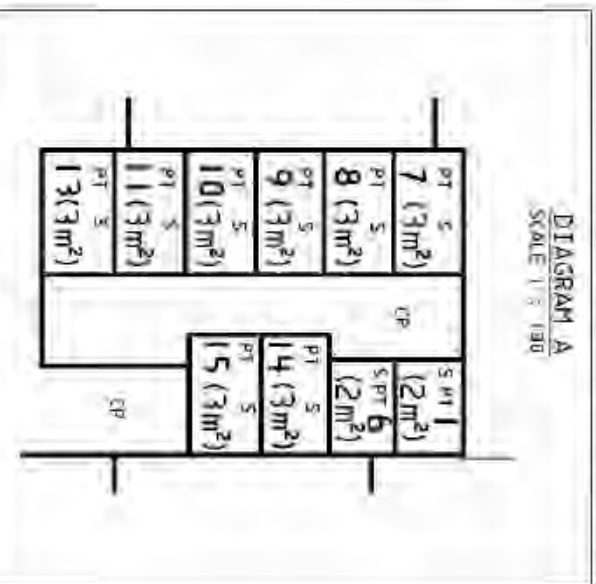
7 (Y) RIGHT OF FOOTWAY | WIDE

AREAS ARE APPROXIMATE ONLY

SURVEYOR Name: PHILIP ANDREW WYPER Date: 14/10/2019 Reference: T6218 / 219340		PLAN OF SUBDIVISION OF LOT 2 IN DP4254651		L.C.A.: TWEED Locality: KINGSCLIFF Reduction Ratio: 1:150 Lengths are in metres		REGISTERED 7/11/2019		SP100349	
10	20	30	40	50	60	70	80	90	100



GROUND LEVEL



TILING WITHIN THE UNITS IS NOT COMMON PROPERTY AND FORMS PART OF THE RESPECTIVE LOT

ANY WATERPROOFING MEMBRANES FIXED TO THE CONCRETE FLOOR OF THE COURTYARDS ARE COMMON PROPERTY AND DO NOT FORM PART OF THE LOT

PAVING OR TILING FIXED TO THE CONCRETE FLOOR SLABS OF THE COURTYARDS IS NOT COMMON PROPERTY AND FORMS PART OF THE RESPECTIVE LOT

ALL DUCTS WITHIN ONE LOT SERVICING ANOTHER LOT ARE COMMON PROPERTY

THE COURTYARDS AND CARSPACES ARE LIMITED IN HEIGHT TO 2.4 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE SLAB FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT

THE GARDEN SPACES ARE LIMITED TO 2 BELOW AND 1 ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR OF THEIR RESPECTIVE ADJOINING UNIT EXCEPT WHERE COVERED WITHIN THIS LIMIT

1. (C) ... EASEMENT FOR CAR PARKING 2.4 & 5.55 WIDE
 2. (C) ... EASEMENT FOR REUSE VARIABLE WIDTH
 3. (C) ... EASEMENT FOR REUSE VARIABLE WIDTH
 4. (C) ... EASEMENT FOR REUSE VARIABLE WIDTH
 5. (C) ... EASEMENT FOR LOADING DOCK 4.14 WIDE
 6. (C) ... RIGHT TO USE TOILETS 2.8 WIDE
- A... DENOTES FACE OF WALL PROXIMATED
 B... DENOTES COMMON PROPERTY
 C... DENOTES CAR SPACE
 CY... DENOTES COURTYARD
 G... DENOTES GARDEN SPACE
 EC... DENOTES RESIDENTIAL TOILET
 EC... DENOTES STAIRWELL
- A... DENOTES CONG SLAB JOIN
 B... DENOTES LIFT
 RC... REFUSE CONCRETE
 RC... REFUSE RESTON-TAL
 S... DENOTES STORAGE SPACE
 T... DENOTES RESIDENTIAL TOILET
 A... DENOTES STAIRWELL

AREAS ARE APPROXIMATE ONLY.

SURVEYOR: PHILLIP ANDREW WYPER
 Date: 14/10/2019
 Reference: T6218 / 219340

PLAN OF SUBDIVISION OF LOT 2 IN DP1254651

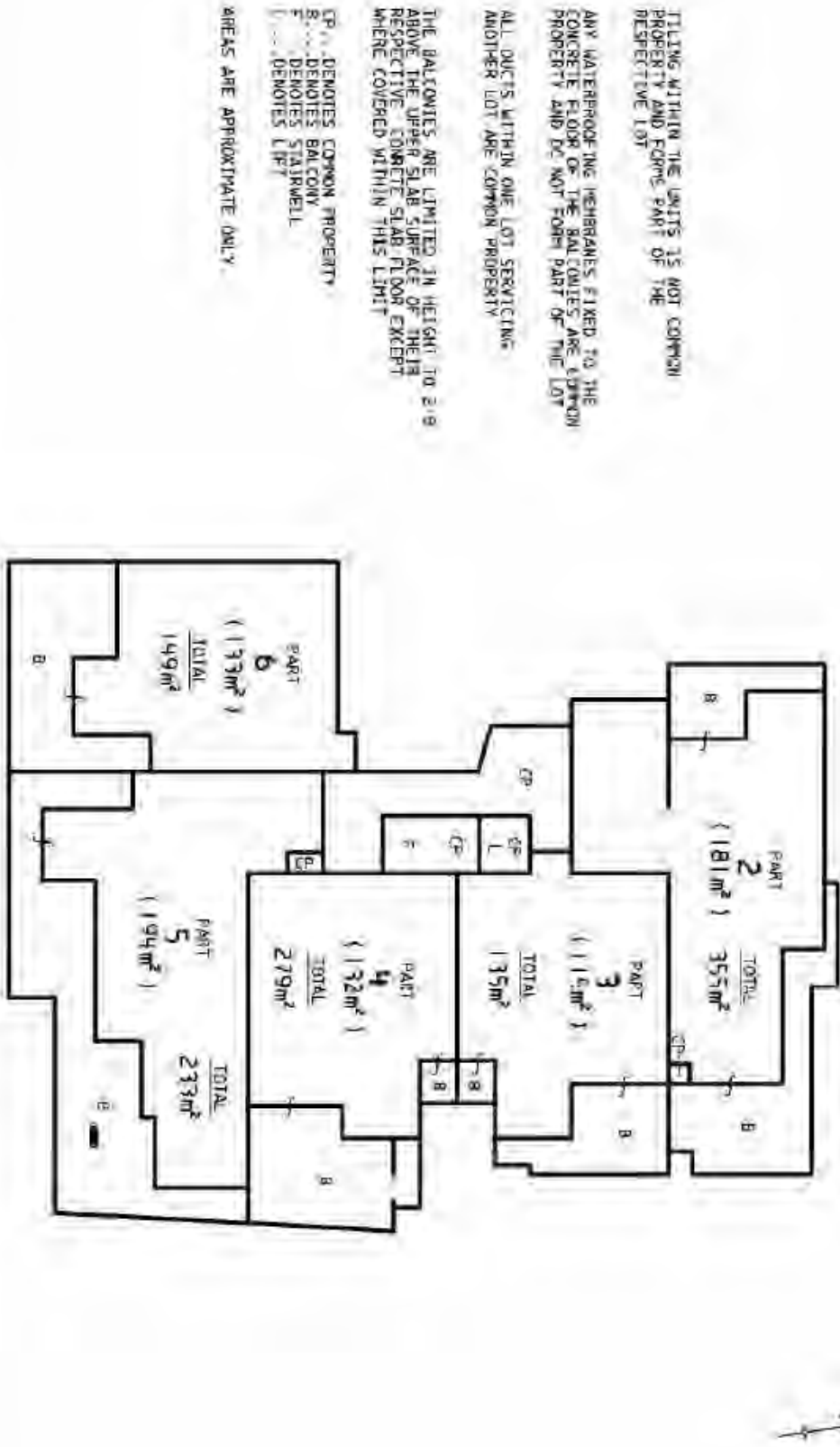
L.C.A. TWEED
 Locality: NIMESCLIFF
 Reduction Ratio: 1:200
 Lengths are in metres

REGISTERED
 7/11/2019

SP100349

10	20	30	40	50	60	70	80	90	100	110	120	130	140	150
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LEVEL 1



TILING WITHIN THE UNITS IS NOT COMMON PROPERTY AND FORMS PART OF THE RESPECTIVE LOT

ANY WATERPROOFING MEMBRANES FIXED TO THE CONCRETE FLOOR OF THE BALCONIES ARE COMMON PROPERTY AND DO NOT FORM PART OF THE LOT

ALL DUCTS WITHIN ONE LOT SERVICING ANOTHER LOT ARE COMMON PROPERTY

THE BALCONIES ARE LIMITED IN HEIGHT TO 2.8 ABOVE THE UPPER SLAB SURFACE OF THEIR RESPECTIVE CONCRETE SLAB FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT

CP... DENOTES COMMON PROPERTY
 B... DENOTES BALCONY
 F... DENOTES STAIRWELL
 L... DENOTES LIFT

AREAS ARE APPROXIMATE ONLY.

SURVEYOR: Name PHILIP ANDREW WIPPER
 Date: 14/10/2019
 Reference: T6218 / 219340

PLAN OF SUBDIVISION OF LOT 2 IN DP4254651

L.C.A. NEED LOCALITY QUINSCUPP Reduction Factor: 1.200 Lengths are in metres

REGISTERED 7/11/2019

SP100349

11	21	31	41	51	61	71	81	91	101	111	121	131	141	151
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LEVEL 2



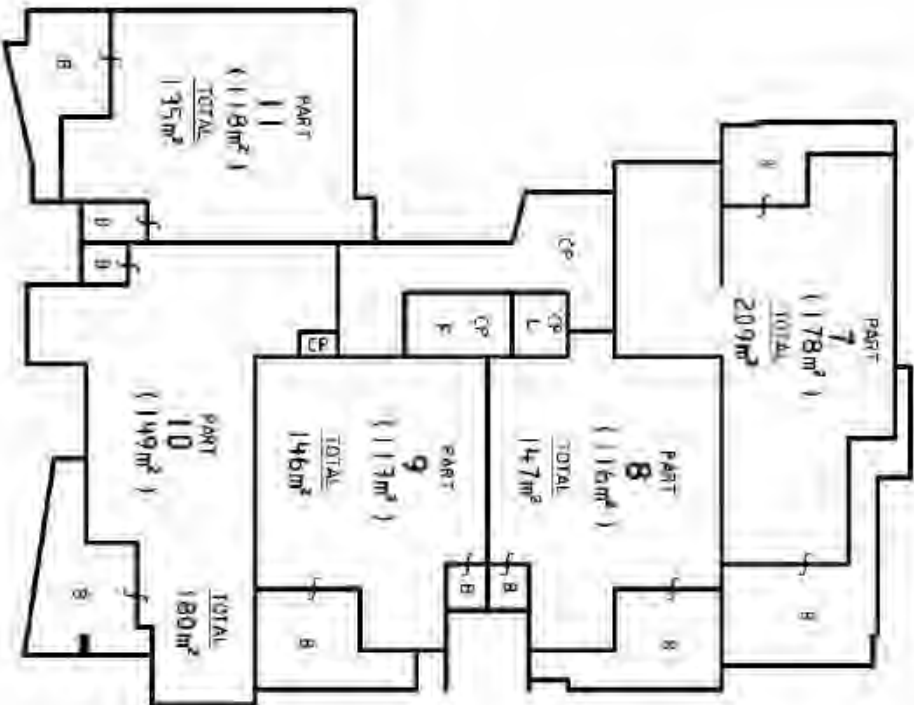
TEILING WITHIN THE UNITS IS NOT COMMON PROPERTY AND FORMS PART OF THE RESPECTIVE LOT


ANY WATERPROOFING MEMBRANES FIXED TO THE CONCRETE FLOOR OF THE BALCONIES ARE COMMON PROPERTY AND DO NOT FORM PART OF THE LOT

ALL QUETS WITHIN ONE LOT SERVING ANOTHER LOT ARE COMMON PROPERTY

CP DENOTES COMMON PROPERTY
 B DENOTES COVERED BALCONY
 F DENOTES STAIRWELL
 L DENOTES LIFT

AREAS ARE APPROXIMATE ONLY.



SURVEYOR Name: PHILIP ANDREW WIPPER Date: 14/10/2019 Reference: T6218 / 219340	PLAN OF SUBDIVISION OF LOT 2 IN DP4254651	L.C.A. NEED Loadly DIMENSION Reduction Ratio: 1:200 Lengths are in metres	REGISTERED  7/11/2019	SP100349
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11	20	31	41	51	61	71	81	91	101	111	121	131	141	151
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LEVEL 3



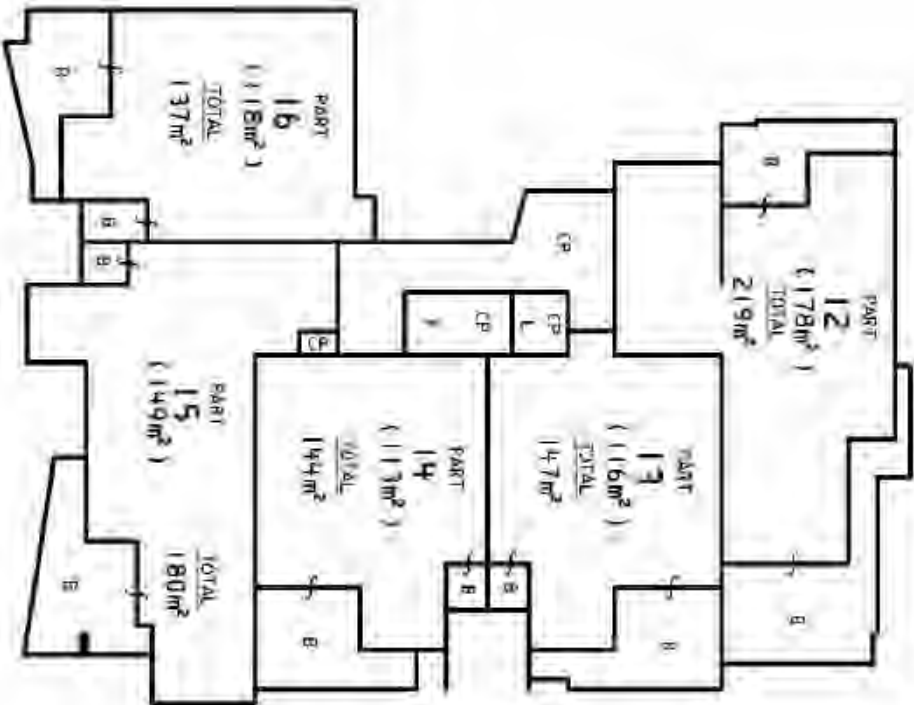
TILING WITHIN THE UNITS IS NOT COMMON PROPERTY AND FORMS PART OF THE RESPECTIVE LOT.

ANY WATERPROOFING MEMBRANES FIXED TO THE CONCRETE FLOOR OF THE BALCONIES ARE COMMON PROPERTY AND DO NOT FORM PART OF THE LOT.

ALL DUCTS WITHIN ONE LOT SERVICING ANOTHER LOT ARE COMMON PROPERTY.

CP - DENOTES COMMON PROPERTY
 B - DENOTES COVERED BALCONY
 F - DENOTES STAIRWELL
 L - DENOTES LIFT

AREAS ARE APPROXIMATE ONLY.



SURVEYOR Name: PHILIP ANDREW WIPPER Date: 14/10/2019 Reference: T6218 / 219340	PLAN OF SUBDIVISION OF LOT 2 IN DP4254651	L.C.A. NEED Locality: MINDSCULIFF Reduction Factor: 1 : 200 Lengths are in metres	REGISTERED  7/11/2019	SP100349
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11 20 30 40 50 60 70 80 90 100 110 120 130 140 150

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 5 Sheets)

Plan

SP100349

Full Name and address
of the owner of the land:

Plan of Subdivision of Lot 2 in DP 1254651 covered by Strata Subdivision
Certificate No:QU19003502 dated 25/10/19

Rishabhani Pty Ltd ACN 167 119 593
412 Tyalgum Road
Eungella NSW 2484

PART 1 Creation

Number of item shown in the intention panel on the plan	Identity of easement or profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities.
1	Right of Footway 2.43 wide	Common Property	CP/SP99889, CP/SP100350
2	Easement for Car Parking 2.4 & 5.55 wide	17 18	Lot 18, 7/SP100350, 8/SP100350, 9/SP100350, 10/SP100350, Lot 17, 7/SP100350, 8/SP100350, 9/SP100350, 10/SP100350.
3	Easement for Refuse variable width	Common Property	7/SP100350, 8/SP100350, 9/SP100350, 10/SP100350.
4	Easement for Refuse variable width	Common Property	1/SP100350, 2/SP100350, 3/SP100350, 4/SP100350, 5/SP100350, 6/SP100350
5	Easement for Loading Dock 4.14 wide	17	18, 7/SP100350, 8/SP100350, 9/SP100350, 10/SP100350.
6	Right to Use Toilets 2.8 wide	17	18
7	Right of Footway 1 wide	2	5

(Sheet 2 of 5 Sheets)

Plan

Plan of Subdivision of Lot 2 in DP 1254851 covered by Strata Subdivision Certificate No: Q1190003502 dated 25/10/19

SP100349

PART 2 (Terms)

1. Terms of Right of Footway 2.43 wide numbered 1 in the plan

As provided for in Part 2 of Schedule 8 of the Conveyancing Act 1919 together with the following covenants:

The cost of the Burdened Lot repairing, maintaining and renewing the area of the right of footway shall be borne by the Burdened Lot.

2. Terms of Easement for Car Parking 2.4 & 5.55 numbered 2 in the plan

2.1 In this clause, "Authorised Users" means the owners and occupiers of the Burdened and Benefited Lots.

2.2 The Authorised Users may use the area of the lot burdened shown in the plan as Easement for Car Parking (C) for the purpose of car parking.

3. Terms of Easement for Refuse variable width numbered 3 in the plan

3.1 In this clause, "Authorised Users" means the owners and occupiers of the Benefited Lots

3.2 The Authorised Users may use the area of the lot burdened shown in the plan as Easement for Refuse (G1) for the purpose of accessing and storing their rubbish bins.

4. Terms of Easement for Refuse variable width numbered 4 in the plan

4.1 In this clause, "Authorised Users" means the owners and occupiers of the Benefited Lots.

4.2 The Authorised Users may use the area of the lot burdened shown in the plan as Easement for Refuse (G2) for the purpose of accessing and storing their rubbish bins.

5. Terms of Easement for Loading Dock 4.4 wide numbered 5 in the plan

5.1 In this clause, "Authorised Users" means the owners and occupiers of the Burdened Lots and the Benefited Lots.

5.2 The Authorised Users may use the area of the lot burdened shown in the plan as Easement for Loading Dock (DZ) for the purpose of loading and unloading goods including temporary parking vehicles for this purpose.

6. Terms of Right to Use Toilets 2.8 wide numbered 6 in the plan

6.1 In this clause, "Authorised Users" means the owners and occupiers of the Burdened and Benefited Lots

6.2 The Authorised Users may use the area of the lot burdened shown in the plan as Right to Use Toilets (WC) for the purpose of bathroom amenities.

6.3 The Authorised Users shall be liable in equal shares to the cost of daily cleaning, consumables, renewal, maintenance and repair of any damage caused to the easement area including without limitation all receptacles, floor and wall coverings and light fittings subject to any damage caused by an Authorised User's negligent act or omission which must be repaired by that Authorised User.

(Sheet 3 of 5 Sheets)

Plan: **SP100349** Plan of Subdivision of Lot 2 in DP 1254651 covered by Strata Subdivision
Certificate No: QJ1900035102 dated 15/10/19

7. **Terms of Right of Footway 1 wide numbered 7 in the plan**

As provided for in Part 2 of Schedule 8 of the Conveyancing Act 1919 together with the following covenants:

The Benefited Lot acknowledges that its rights under this easement are not interfered with by the ordinary use of the Burdened Lot for the purpose of car parking.



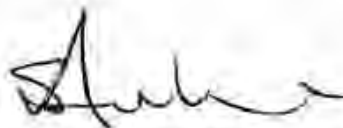
(Sheet 4 of 5 Sheets)

Plan

Plan of Subdivision of Lot 2 in DP 1254651 covered by Strata Subdivision
Certificate No. Q11900035702 dated 25/10/19

SP100349

Executed by Rishabhanu Pty Ltd
ACN 167 119 593 pursuant to s.127
Corporations Act 2001



Rishabhanu Pty Ltd ACN 167 119 593
Stuart Archer – Sole director/secretary



(Sheet 5 of 5 Sheets)

Plan:
SP100349

Plan of Subdivision of Lot 2 in DP 1254651 covered by Strata Subdivision
Certificate No: Q1190003502 dated 25/10/19

Australia and New Zealand Banking Group Limited

Executed on behalf of
Australia and New Zealand Banking Group Limited
1111 100 357 523
under Power of Attorney dated 18th November 2002
and registered in New South Wales
2006, 4378 Folio 416 by

Stuart Knight

1111 100 357 523
1111 100 357 523
1111 100 357 523
1111 100 357 523

Michelle Staut

Signature

in the presence of

Michelle Staut

Signature of Witness

Michelle Staut

Print Name of Witness

1111 100 357 523
1111 100 357 523
1111 100 357 523


REGISTERED



7/11/2019

AS

ePlan

Approved Form 7	Strata Plan By-Laws	Sheet 1 of 13 sheet(s)
Registered:  7/11/2019	Office Use Only	Office Use Only SP100349

Instrument setting out the details of by-laws to be created upon registration of a strata plan

1 Vehicles

- (1) An owner or occupier of a lot shall not park or stand any motor vehicle or other vehicle upon areas set aside for visitor car parking.
- (2) An owner or occupier of a lot shall ensure that their invitees use the visitor car parking area only for its intended purpose of casual car parking within the rules set from time to time by the Strata Committee of the owners corporation and in any event for not more than 3 hours at a time.

2 Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person.


3 Damage to common property

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the written approval of the owners corporation.
- (2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
 - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.however in the event that such installations are required for removal to permit works authorised by the owners corporation then such removal and reinstallation shall be at the owners cost.
- (4) Any such locking or safety device, screen, other device or sign must be installed in a competent and proper manner and must have an appearance, after it has been installed, consistent with any guidelines established by the owners corporation about such installations or, in the absence of guidelines, in keeping with the appearance of the rest of the building.
- (5) Despite section 106 of the Strata Schemes Management Act 2015, the owner of a lot must:
 - (a) maintain and keep in a state of good and serviceable repair any installation referred to in clause (3) that forms part of the common property and that services the lot, and
 - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or sign referred to in clause (3) that forms part of the common property and that services the lot.

4 Behaviour of invitees

An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier (including all customers and staff) do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property



Approved Form 7	Strata Plan By-Laws	Sheet 2 of 13 sheet(s)
Registered:  7/11/2019	Office Use Only	Office Use Only SP100349

5 Noise

- (1) An owner occupier of a lot, their guests, servants or agents shall not make or permit any unreasonable noise to emanate from a lot. In judging whether the level of noise emanating from a lot that lawfully may be used for commercial purposes is unreasonable, the commercial use of the lot shall be taken into account.
- (2) The owners and occupiers of lots 1 to 16 acknowledge and must not object to the use of lot 17 and / or 18 for the purpose of a restaurant which may include the playing of music (both live and recorded) from within the lot.

6 Depositing rubbish and other material on common property

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.

7 Cleaning windows and doors

Each lot owner must keep clean all exterior surfaces of glass in windows and doors on the boundary of its lot, whether a part of a lot or common property, unless it is determined that the cleaning of such exterior surfaces cannot be accessed safely.

8 Appearance of Building

Subject to by-laws 21, 22 and 23 an owner or occupier of a lot shall not, except with the consent in writing of the Strata Committee, hang any item or article or display any sign (including without limitation a for lease or to let sign), advertisement, placard, banner, pamphlet or like matter on any part of the lot or common property in such a way to be visible from outside of the lot. This by-law does not apply to the Original Owner.


9 Screens and External Blinds

An owner of a lot shall not, without the consent of the Strata Committee, construct or permit the construction or erection of any screen, external blind, awning, window tinting or other structure within a lot in such a way to be visible from outside of the lot. This by-law does not apply to the Original Owner.

10 Garbage disposal

- (1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste
 - (a) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and
 - (b) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of bins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (c) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a), and
 - (d) must not place anything in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier, and



Approved Form 7	Strata Plan By-Laws	Sheet 3 of 13 sheet(s)
Registered:  7/11/2019	Office Use Only	Office Use Only SP100349

- (e) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (2) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:
- (a) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of bins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (3) An owner or occupier of a lot must:
- (a) comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and
 - (b) notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste.
- (4) The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.
- (5) This by-law does not require an owner or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.


11 Use of lots

- (1) Subject to by-law 11(2) lots 1 – 16 shall only be used for residential purposes.
- (2) The ground level of lot 4 may be used for commercial purposes.
- (3) Lots 17 and 18 shall only be used for commercial purposes, including without limitation, for the purposes of a licenced restaurant.
- (4) An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot).

12 Keeping of Animals

- (1) An owner or occupier of Lots 17 and 18 shall not keep an animal on the lot or the common property.
- (2) An owner or occupier of Lots 1 to 16 may keep an animal on the lot or the common property with the written approval of the owners corporation. The owners corporation must not unreasonably withhold its approval to the keeping of a small dog or a cat (however the approval may be given subject to conditions) on a lot or the common property and must give an owner or occupier written reasons for any refusal to grant approval.



Approved Form 7	Sirata Plan By-Laws	Sheet 4 of 13 sheet(s)
Registered:  7/11/2019	Office Use Only	Office Use Only SP100349

- (3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must:
- (a) keep the animal within the lot, and
 - (b) supervise the animal when it is on the common property, and
 - (c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.
- (4) An owner or occupier of a lot who keeps an assistance animal on the lot must, if required to do so by the owners corporation, provide evidence to the owners corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the *Disability Discrimination Act 1992* of the Commonwealth.

13. Smoke Penetration

- (1) An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.
- (2) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

14. Preservation of fire safety

- (1) The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.
- (2) An owner or occupier of a lot shall allow access to fire protection officers to permit them to conduct regular inspections as required. In the event that a contractor is required to return to the premises due to access being denied or the owner or occupier failing to allow access for a scheduled appointment, the lot owner shall be charged the cost of the revisit and that cost will be placed on their lot lodger.
- (3) An owner or occupier shall be liable to meet the cost of any fire alarm call-out fee incurred by the owners corporation in relation to fire alarm call-out caused or contributed to by the owner or occupier and that cost will be placed on their lot lodger.


15. Prevention of hazards

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to create a hazard or danger to the owner or occupier of another lot or any person lawfully using the common property.

16. Provision of amenities or services

- (1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:
 - (a) security services
 - (b) promotional services



Approved Form 7	Strata Plan By-Laws	Sheet 5 of 13 sheet(s)
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- (c) advertising,
- (d) cleaning,
- (e) garbage disposal and recycling services,
- (f) electricity, water or gas supply,
- (g) telecommunication services (for example, cable television).

(2) If the owners corporation makes a resolution referred to in clause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

17 Compliance with planning and other requirements

The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.

18 Service of documents on owner of lot by owners corporation

A document may be served on the owner of a lot by electronic means if the person has given the owners corporation an e-mail address for the service of notices and the document is sent to that address.

19 Water Use Apportionment


- (1) The Owners Corporation may install sub-meters to monitor usage of water by lots supplied by the local authority to common property.
- (2) The lot owners must ensure that no person interferes with any meter or equipment used for the supply or measure of supply of water to a lot.
- (3) The Treasurer, or some other person authorised by the Strata Committee may, upon receipt of the water usage invoice from the local authority addressed to the Owners Corporation, read the sub water meter relevant to each lot for the purpose of apportioning and invoicing the lots in accordance with usages. The Owners Corporation is not responsible for the accuracy or correct operation of any meter for a lot used to measure the supply of water.
- (4) The Owners Corporation may include the costs for the supply of water as determined after reading of the sub water meters in notices of contributions payable to the Owners Corporation by the owner of the lot by which the water is used.

20 Use of Gymnasium and Swimming Pool Area ("Recreation Facilities")

If an owner or occupier has the right under a common property rights by-law to use the gymnasium and/or swimming pool areas then the owner or occupier shall ensure:

- (1) its invitees and guests do not use the Recreational Facilities unless accompanied by an owner or occupier;
- (2) children below the age of 13 years (in respect of the swimming pool area) and 16 years (in respect of the gymnasium) are not in or around the Recreational Facilities unless accompanied by an adult owner or occupier exercising effective control of the child;



Approved Form 7	Strata Plan By-Laws	Sheet 6 of 13 sheet(s)
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- (3) that glass containers or receptacles are not taken into or allowed to remain in or around the swimming pool area;
- (4) users of the swimming pool area exercise caution always and shall not run or splash or behave in any manner that is likely to interfere with the use of the Recreational Facilities by other persons;
- (5) no use is made of the Recreational Facilities between the hours of 10.00 pm and 8.00 am or other hours set from time to time by the Strata Committee;
- (6) the owner or occupier and its invitees and guests are always suitably attired;
- (7) the owner or occupier and its invitees and guests obey any lawful direction given to them by the Owner's Corporation or the Strata Committee.


21 Special Privilege Rights: Awning Signs

- (1) The owner or occupier of lots 17 and 18 shall subject to the approval requirements of any relevant authority have the right to install at its own cost signage on the Awning Signage Area in a place approved in writing by the Original Owner.
- (2) The Owners Corporation shall be entitled to set architectural standards in respect of the Awning Signage Area. An owner or occupier of a lot benefited must comply at its own cost with any architectural standards established including without limitation of the cost of engaging an architect to review and approve the signage.
- (3) The Owners Corporation shall be responsible for the maintenance of any keeping in a state of good and serviceable repair the Awning Signage Area however the owner or occupier benefited by this by-law shall be responsible for the operation, proper maintenance of and keeping in a state of good and serviceable repair any sign erected on the Awning Signage Area and the damage caused to the common property in the installation or removal of the sign.
- (4) The Strata Committee may impose rules and/or conditions in relation to the installation of any signs or notices.
- (5) By-laws 21(2) to 21(4) do not apply to the Original Owner.

22 Special Privilege Rights: Fascia Signs

- (1) The owner or occupier of lot 18 shall subject to the approval requirements of any relevant authority have the right to install at its own cost signage on the Fascia Signage Area in a place approved in writing by the Original Owner.
- (2) The owners corporation shall be entitled to set architectural standards in respect of the Fascia Signage Area. An owner or occupier of a lot benefited must comply at its own cost with any architectural standards established including without limitation of the cost of engaging an architect to review and approve the signage.
- (3) The owners corporation shall be responsible for the maintenance of any keeping in a state of good and serviceable repair the Fascia Signage Area however the owner or occupier benefited by this by-law shall be responsible for the operation, proper maintenance of and keeping in a state of good and serviceable repair any sign erected on the Fascia Signage Area and the damage caused to the common property in the installation or removal of the sign.



Approved Form 7	Strata Plan By-Laws	Sheet 7 of 13 sheet(s)
Registered:  7/11/2019	Office Use Only	Office Use Only SP100349

(4) No sign or notice shall be placed on the common property without the written consent of the Strata Committee. The Strata Committee shall not unreasonably withhold its consent to the placement of one sign or notice per lot immediately adjacent to the lot provided that such sign is consistent with the overall appearance of the complex as a first class retail and commercial centre and only advertises the business conducted from the lot.

(5) By-laws 22(2) to 22(4) do not apply to the Original Owner.

23. Special Privilege Rights: Window Glazing

(1) The owner or occupier of lots 17 and 18 shall subject to the approval requirements of any relevant authority have the right to install at its own cost signage on the window glazing of its lot in a place approved in writing by the Original Owner.

(2) The owners corporation shall be entitled to set architectural standards in respect of the signage area. An owner or occupier of a lot benefited must comply at its own cost with any architectural standards established including without limitation of the cost of engaging an architect to review and approve the signage.

(3) The owners corporation shall be responsible for the maintenance of any keeping in a state of good and serviceable repair the signage area however the owner or occupier benefited by this by-law shall be responsible for the operation, proper maintenance of and keeping in a state of good and serviceable repair any sign created on the signage area and the damage caused to the common property in the installation or removal of the sign.

(4) No sign or notice shall be placed on the common property without the written consent of the Strata Committee. The Strata Committee shall not unreasonably withhold its consent to the placement of one sign or notice per lot immediately adjacent to the lot provided that such sign is consistent with the overall appearance of the complex as a first class retail and commercial centre and only advertises the business conducted from the lot.

(5) By-laws 23(2) to 23(4) do not apply to the Original Owner.


24. Other Common Property Rights: Exclusive Use Areas

(1) An owner or occupier of a lot specified in the first column of the schedule below shall have the right of exclusive use and enjoyment of the corresponding area identified in the second column of the schedule below.

(2) The owner or occupier of a lot that has the exclusive use in respect of the area identified in the schedule below may use the relevant area for the purpose shown in third column of the schedule below corresponding to that area subject to any conditions detailed in the fourth column of the schedule below for the corresponding area.


(3) The owners corporation shall continue to be responsible for the proper maintenance of and keeping in a state of good and serviceable repair the relevant part(s) of the common property which an owner or occupier has exclusive use under this by-law subject to any obligations on the owner or occupier of a lot that has exclusive use under this by-law as set out in the fourth column of the schedule below. Where two or more lot owners have an obligation then the Owners Corporation shall perform the lot owner's obligation at the lot owners cost.



Approved Form 7	Strata Plan By-Laws	Sheet 8 of 13 sheet(s)
Registered:	Office Use Only	Office Use Only
 7/11/2019	SP100349	


First Column - Lot	Second Column - Area	Third Column - Purpose for which area may be used	Fourth Column - Condition and Obligations of Owner / Occupier to Maintain
Lots 1 - 16	The area marked "GYM" on SP100349.	Gymnasium	<ol style="list-style-type: none"> 1. Owner/occupier to keep exclusive use area clean and tidy. 2. Owner/occupier to supply all gymnasium equipment to the exclusive use area. 3. Owner/occupier to maintain, keep in good repair and renew the exclusive use area including without limitation all gymnasium equipment, floor and wall coverings and light fittings within the exclusive use area.
Lots 1 - 16	The area marked "RECREATION AREA" on SP100349.	Swimming pool	<ol style="list-style-type: none"> 1. Owner/occupier to keep exclusive use area clean and tidy. 2. Owner/occupier to supply all swimming pool salts / minerals, chemicals and the like to the exclusive use area. 3. Owner/occupier to maintain, keep in good repair and renew the exclusive use area including without limitation all swimming pool plant and equipment, all swimming pool tiles, floor coverings and light fittings within the exclusive use area.
Lots 1 - 16	The area marked "RESIDENTIAL TOILET" on SP100349.	The right for the owners and occupiers and their invitees to use the sanitary services.	<ol style="list-style-type: none"> 1. Owner/occupier to keep exclusive use area clean and tidy.



Approved Form 7	Strata Plan By-Laws	Sheet 9 of 13 sheet(s)
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			<ol style="list-style-type: none"> 2. Owner/occupier to supply all sanitary products to the exclusive use area. 3. Owner/occupier to maintain, keep in good repair and renew the exclusive use area including without limitation all receptacles, floor and wall coverings and light fittings within the exclusive use area.
Lots 1 & 16	The area marked 'RR' on SP100349.	Garbage Room	<ol style="list-style-type: none"> 1. Owner/occupier to keep exclusive use area clean and tidy and to repair any damage caused to the exclusive use area caused by the Owner/occupier. 2. Owner/occupier shall subject to receiving reasonable notice grant access to the Owners Corporation for the purpose of maintaining at the owners corporations cost the plant and equipment of the owners corporation located adjacent to the exclusive use area.
Lots 17 & 18	The area marked 'RC' on SP100349.	Garbage Room	<ol style="list-style-type: none"> 3. Owner/occupier to keep exclusive use area clean and tidy and to repair any damage caused to the exclusive use area caused by the Owner/occupier. 4. Owner/occupier shall subject to receiving reasonable notice grant access to the Owners Corporation for the purpose of maintaining at the owners corporations cost the plant and equipment of



Approved Form 7	Strata Plan By-Laws	Sheet 10 of 13 sheet(s)
Registered:	Office Use Only	Office Use Only
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			the owners corporation located adjacent to the exclusive use area,
Lots 1 - 16	The area marked "L" on SP100349.	Lift access to lots	<ol style="list-style-type: none"> 1. Owner/occupier to keep exclusive use area clean and tidy. 2. Owner/occupier to maintain, keep in good repair and renew the exclusive use area including without limitation the lift servicing the exclusive use area, the floor coverings, painted walls and light fittings within the exclusive use area,
Lots 1 - 16	The area marked "FOYER" on SP100349	Access to lots	<ol style="list-style-type: none"> 1. Owner/occupier to keep exclusive use area clean and tidy. 2. Owner/occupier to maintain, keep in good repair and renew the exclusive use area including without limitation the access doors, floor coverings, painted walls and light fittings within the exclusive use area.
Lots 1 - 16	The foyer and hallway areas on SP100349.	Access to lots	<ol style="list-style-type: none"> 1. Owner/occupier to keep exclusive use area clean and tidy. 2. Owner/occupier to maintain, keep in good repair and renew the exclusive use area including without limitation the access doors, floor coverings, painted walls and light fittings within the exclusive use area.
Lots 17 and 18	That part of the common property where air conditioning plant	For the purpose of keeping and maintaining air conditioning plant and equipment that	<ol style="list-style-type: none"> 1. The owners corporation shall be responsible for the proper maintenance of



Approved Form 7	Strata Plan By-Laws	Sheet 11 of 13 sheet(s)
Registered:  7/11/2019	Office Use Only	Office Use Only
		SP100349

	servicing a lot is located.	services the air conditioning system for the lot	and keeping in a state of good and serviceable repair the relevant part(s) of the common property on which the air conditioning plant and equipment is located. 2. The owner/occupier must maintain service repair renew and replace any air conditioning plant and equipment that services its lot at its own cost. The owner shall also be responsible for any damage caused to the common property during the installation, servicing, repair, replacement or removal of the air conditioning equipment.
Lot 18	The grease trap located under the surface of the common property	As a reservoir to hold wastewater and food solids, fat, oil and grease emanating from the lots identified in the First Column.	1. Owner/occupier to be responsible for the proper maintenance of and keeping in a state of good and serviceable repair the exclusive use area including the responsibility for the desludging, operation, maintenance, servicing and condition including the renewal and/or replacement of the grease trap plant.

25 Definitions


Unless otherwise provided in these by-laws, the following words and expressions shall have the meanings set out opposite them as follows:

"Awning Signage Area" means the awning area immediately above lots 17 and 18 respectively between ground level and level.

"Fascia Signage Area" means the fascia area below the lot 18 Awning Signage Area.



ePlan

Approved Form 7	Strata Plan By-Laws	Sheet 12 of 13 sheet(s)
Registered:  7/11/2019	Office Use Only	Office Use Only SP100349

"**Strata Committee**" means strata committee of the owners corporation.

"**Original Owner**" means Rishabaru Pty Ltd ACN 167 119 593.

Execution

Executed by Rishabaru Pty Ltd ACN 167
119 593 in accordance with Section 127
Corporations Act 2001


Signature of Sole Director/Secretary

Stuart Archer

Name of Director/Secretary



Approved Form 7	Strata Plan By-Laws	Sheet 13 of 13 sheet(s)
Registered:	Office Use Only 7/11/2019	Office Use Only SP100349

Australia and New Zealand Banking Group Limited

I am being of
New Zealand Gaming Group Limited
100 357 592
Power of Attorney dated 18th November 2002
Registered in New South Wales
QTS Police #1044
Stevon Knight
Director / Manager / Manager
4th Floor - 4th Floor not received
Power of Attorney in that Power

Shan King
Signature of Attorney
in the presence of
Michele Stait
Signature of Witness
Michele Stait
Print Name of Witness
242 Pitt Street
SYDNEY NSW 2000
Address of Witness

Shan King

WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION



Sheet 2 of 3

Reference Marks

Reference Marks

Reference Marks

Reference Marks

REFERENCE MARKS
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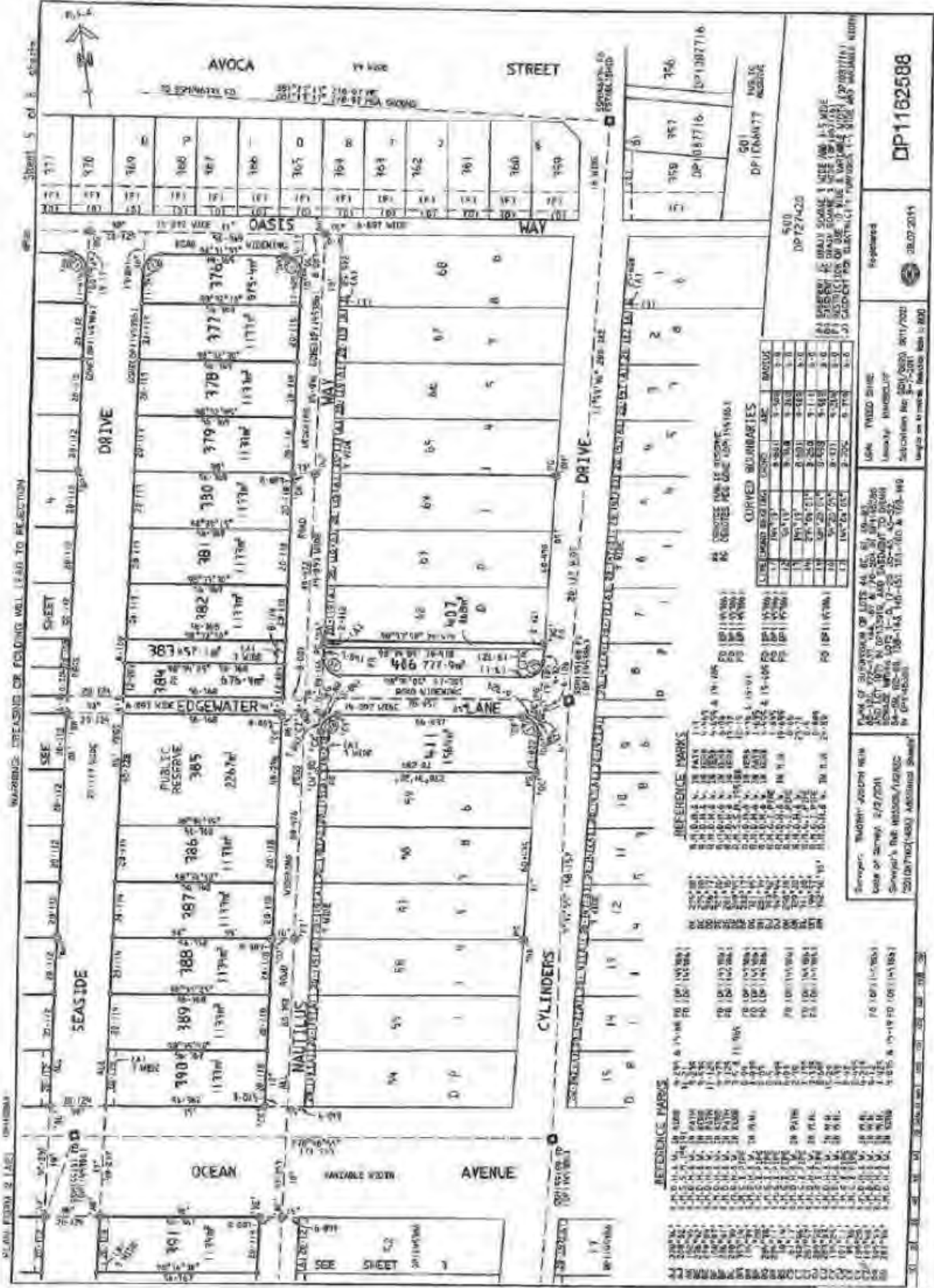
CURVED BOUNDARIES

LINE	START BEARING	END BEARING	ARC	RADIUS
1	217° 21' 15"	217° 21' 15"	0-411'	0-411'
2	217° 21' 15"	217° 21' 15"	0-225'	0-225'
3	217° 21' 15"	217° 21' 15"	0-317'	0-317'
4	217° 21' 15"	217° 21' 15"	0-317'	0-317'
5	217° 21' 15"	217° 21' 15"	0-317'	0-317'
6	217° 21' 15"	217° 21' 15"	0-317'	0-317'

Surveyor: TONY TAYLOR
 Date of Survey: 2/3/2004
 Surveyor's REG. NO.: 103830
 DRAWING NO.: 100-100-100-100

U.S. TIERED BIRTH
 Lending Authority
 So. California No. 272000
 License No. 100-100-100-100

DP1162588
 Registered
 20/07/20-11



WARNING: DRAINAGE OF FOLDING WALL LEAD TO REJECTION

Sheet 5 of 8 sheets

PLAN FROM 2 LOTS

SEE SHEET 4

SEE SHEET 5

SEE SHEET 6

SEE SHEET 7

SEE SHEET 8

SEE SHEET 9

SEE SHEET 10

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PLAN FORM 6

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08/11/11

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 21 sheet(s)

SIGNATURES, SEALS AND STATEMENTS of intention to dedicate public roads, public reserves and drainage reserves or create easements, restrictions on the use of land and positive covenants

Office Use Only

IT IS INTENDED TO DEDICATE CASTAWAY LANE AND THE ROAD WIDENING TO THE PUBLIC AS PUBLIC ROAD.

DP1162588

IT IS INTENDED TO CREATE LOTS 327, 338, 340, 350, 367, 384, 385, 394, 404, 406 AND 410 AS PUBLIC RESERVE.

Registered:  28.07.2011

Office Use Only

Title System: TORRENS

Purpose: SUBDIVISION

IT IS INTENDED TO CREATE LOT 408 AS A DRAINAGE RESERVE.

PLAN OF SUBDIVISION OF LOTS 44, 60, 61, 69-83, 85-120, 122-137, 144, 161 & 170-204 IN DP1145386 AND LOT 1971 IN DP133919, AND EASEMENT TO DRAIN SEWAGE WITHIN LOTS 1-15, 17-25, 35-43, 45-52, 54-59, 62-69, 138-143, 145-151, 153-160 & 162-169 IN DP1145386

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, IT IS INTENDED TO CREATE -

1. RESTRICTION ON USE OF LAND
2. POSITIVE COVENANT
3. RESTRICTION ON USE OF LAND
4. EASEMENT TO DRAIN SEWAGE 3 WIDE AND 3.6 WIDE
5. EASEMENT FOR ELECTRICITY PURPOSES 4.5 WIDE AND VARIABLE WIDTH
6. POSITIVE COVENANT
7. RESTRICTION ON USE OF LAND

LGA: TWEED SHIRE

Locality: KINGSCLIFF

Parish: CUDGEN

County: ROUS

Survey Certificate

I, TIMOTHY JOSEPH REIN of D&P Surveys, PO Box 46, Murwillumbah, NSW, 2484

a surveyor registered under the Surveying and Spatial Information Act 2002, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying and Spatial Information Regulation 2006 and was completed on: 2/2/2011

The survey relates to Lots 301 - 409, 411 & 412 and connections

(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature: T. Rein Dated: 27/6/11
 Surveyor registered under the Surveying and Spatial Information Act 2002

Datum Line: PM75806-BSM146034

Type: Urban/Rural

If space is insufficient use PLAN FORM 6A annexure sheet

Crown Lands NSW/Western Lands Office Approval

.....in approving this plan certify

(Authorised Officer)

that all necessary approvals in regard to the allocation of the land shown herein have been given

Signature:

Date:

File Number:

Office:

Subdivision Certificate

I certify that the provisions of s.100J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

the proposed SUBDIVISION set out herein

(insert 'subdivision' or 'new road')

* Authorised Person [Signature] Approval Certifier

Consent Authority: Tweed Shire Council

Date of Endorsement: 5 July 2011

Accreditation no:

Subdivision Certificate no: SC110020 + SC110021

File no: DP051464

Plans used in the preparation of survey/compilation:

DP14685 DP133919 DP1082853 DP1145386

If space is insufficient use PLAN FORM 6A annexure sheet

Surveyor's Reference: M05506/16282C

* Strike through inapplicable parts

PLAN FORM 6A

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 21 sheet(s)

PLAN OF SUBDIVISION OF LOTS 44, 60, 61,
69-83, 85-120, 122-137, 144, 161 & 170-204 IN
DP1145386 AND LOT 1971 IN DP133919, AND
EASEMENT TO DRAIN SEWAGE WITHIN
LOTS 1-15, 17-25, 35-43, 45-52, 54-59, 62-68,
138-143, 145-151, 153-160 & 162-169 IN
DP1145386

Office Use Only

DP1162588

Office Use Only

Registered:



28.07.2011

Subdivision Certificate No: SC11/0020 & SC11/0021

Date of Endorsement: 5 July 2011

[Handwritten Signature]

LONALD VAN BARCLAY

DIRECTOR RILITECH PLC

ABN 50010977536

[Handwritten Signature]

BRUCE HAMILTON BARCLAY

DIRECTOR / SECRETARY RILITECH PLC

ABN 50010977536

PLAN FORM 6A

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 21 sheet(s)

PLAN OF SUBDIVISION OF LOTS 44, 60, 61,
69-83, 85-120, 122-137, 144, 161 & 170-204 IN
DP1145386 AND LOT 1971 IN DP133919, AND
EASEMENT TO DRAIN SEWAGE WITHIN
LOTS 1-15, 17-25, 35-43, 45-52, 54-59, 62-68,
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DP1145386

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Registered:



28.07.2011

Subdivision Certificate No.: SC11/0020 & SC11/0021

Date of Endorsement: 5 July 2011

Westpac Banking Corporation
ABN 23 007 457 141
being the Mortgagee under Mortgage number
..... hereby consents
to this ~~Finance~~ Lien plan /

Certified correct for the purposes of the
Real Property Act 1900 by the
SIGNED by GREGORY WOODLEY
..... as attorney
for Westpac Banking Corporation under
power of attorney Book 4299 No. 332

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

I certify that the attorney for the Bank
with whom I am personally acquainted or as
to whose identity I am otherwise satisfied,
signed this mortgage in my presence.

Signature of witness: [Signature]
Name of witness: Janet Emma BROWN
Address of witness: Unit 7, 200 Green St
Brisbane

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 21 sheet(s)

PLAN OF SUBDIVISION OF LOTS 44, 60, 81,
69-83, 85-120, 122-137, 144, 161 & 170-204 IN
DP1145386 AND LOT 1971 IN DP133919, AND
EASEMENT TO DRAIN SEWAGE WITHIN
LOTS 1-15, 17-25, 35-43, 45-52, 54-59, 62-68,
138-143, 145-151, 153-160 & 162-169 IN
DP1145386

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DP1162588

Office Use Only

Registered:  28.07.2011

Subdivision Certificate No.: SC11/0020 & SC11/0021 Date of Endorsement: 5 July 2011

Y/Leong
VIVIEN LEONG
INTACT GROUP PTY LTD
28/2/2011
ACN 054306688

PLAN FORM 6A

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 21 sheet(s)

PLAN OF SUBDIVISION OF LOTS 44, 60, 61,
69-83, 85-120, 122-137, 144, 161 & 170-204 IN
DP1145386 AND LOT 1971 IN DP133919, AND
EASEMENT TO DRAIN SEWAGE WITHIN
LOTS 1-15, 17-25, 35-43, 45-52, 54-59, 62-68,
138-143, 145-151, 153-160 & 162-169 IN
DP1145386

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Registered:  28.07.2011

Subdivision Certificate No.: SC11/0020 & SC11/0021 Date of Endorsement: 5 July 2011

P. McKenzie-Blair

P.A. MCKENZIE-BLAIR

PLAN FORM 6A

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 6 of 21 sheet(s)

PLAN OF SUBDIVISION OF LOTS 44, 60, 61,
69-83, 85-120, 122-137, 144, 161 & 170-204 IN
DP1145386 AND LOT 1971 IN DP133919, AND
EASEMENT TO DRAIN SEWAGE WITHIN
LOTS 1-15, 17-25, 35-43, 45-52, 54-59, 62-68,
138-143, 145-151, 153-160 & 162-169 IN
DP1145386

Office Use Only

DP1162588

Office Use Only

Registered:  28.07.2011

Subdivision Certificate No: SC11/0020 & SC11/0021

Date of Endorsement: 5 July 2011

Wespac Banking Corporation

ABN 33 007 457 141

Under Power of Attorney Book 4299 No. 382

By Neeru Bala NEERU BALA

I certify that the Attorney for the Mortgage, with
whom I am personally acquainted or as to
whose identity I am otherwise satisfied, signed
this Deposited Plan in my presence.

Signature of Witness: M. Ahmed

Name of Witness: Mansoor Ahmed

Address of Witness: Bank Officer,
1 King St, Concord West
NSW 2138

PLAN FORM 6A

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 7 of 21 sheet(s)

PLAN OF SUBDIVISION OF LOTS 44, 60, 61, 69-83, 85-120, 122-137, 144, 161 & 170-204 IN DP1145386 AND LOT 1971 IN DP133919, AND EASEMENT TO DRAIN SEWAGE WITHIN LOTS 1-15, 17-25, 35-43, 45-52, 54-59, 62-68, 138-143, 145-151, 153-160 & 162-169 IN DP1145386

DP1162588

Office Use Only

Registered:  28.07.2011

Office Use Only

Subdivision Certificate No.: SC11/0020 & SC11/0021 Date of Endorsement: 5 July 2011

Stu & Co

STUEN & BLAIR

DIRECTOR HAWKWOOD WILLOWS PTY. LTD.
ACN 056975556

PLAN FORM 6A

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 8 of 21 sheet(s)

PLAN OF SUBDIVISION OF LOTS 44, 60, 61,
69-83, 85-120, 122-137, 144, 161 & 170-204 IN
DP1145386 AND LOT 1971 IN DP133919, AND
EASEMENT TO DRAIN SEWAGE WITHIN
LOTS 1-15, 17-25, 35-43, 45-52, 54-59, 62-68,
138-143, 145-151, 153-160 & 162-169 IN
DP1145386

Office Use Only

DP1162588

Office Use Only

Registered:  28.07.2011

Subdivision Certificate No.: SC11/0020 & SC11/0021

Date of Endorsement: 5 July 2011

M.L. Small

MERRYL L. SMALL

SOLE DIRECTOR
DOMUS PTY LIMITED
ACN 002525037

PLAN FORM 6A

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 9 of 21 sheet(s)

PLAN OF SUBDIVISION OF LOTS 44, 60, 61, 69-83, 85-120, 122-137, 144, 161 & 170-204 IN DP1145386 AND LOT 1971 IN DP133919, AND EASEMENT TO DRAIN SEWAGE WITHIN LOTS 1-15, 17-25, 35-43, 45-52, 54-59, 62-68, 138-143, 145-151, 153-160 & 162-169 IN DP1145386

Office Use Only

DP1162588

Office Use Only

Registered:  28.07.2011

Subdivision Certificate No: SC11/0020 & SC11/0021

Date of Endorsement: 5 July 2011



ANDREW JOSEPH CZERWIK



ZORINA LOUKAINE CZERWIK

We consent to the
written Plan of Subdivision
and Easement to Drain
Sewage within the said lots



GRAHAM MEREDITH
SENIOR PARTNER

National Australia Bank Limited ABN 12 004 044 837
by its Attorney who holds the position of Level 3
Attorney under Power of Attorney No. 710425748

PLAN FORM 6A

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 10 of 21 sheet(s)

PLAN OF SUBDIVISION OF LOTS 44, 60, 61, 69-83, 85-120, 122-137, 144, 161 & 170-204 IN DP1145386 AND LOT 1971 IN DP133919, AND EASEMENT TO DRAIN SEWAGE WITHIN LOTS 1-15, 17-25, 35-43, 45-52, 54-59, 62-68, 138-143, 145-151, 153-160 & 162-169 IN DP1145386

Office Use Only

DP1162588

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Registered:  28.07.2011

Subdivision Certificate No.: SC11/0020 & SC11/0021 Date of Endorsement: 5 July 2011



M CONNOR



h. Connor.

PLAN FORM 6A

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 11 of 21 sheet(s)

PLAN OF SUBDIVISION OF LOTS 44, 60, 61,
69-83, 85-120, 122-137, 144, 161 & 170-204 IN
DP1145386 AND LOT 1971 IN DP133919, AND
EASEMENT TO DRAIN SEWAGE WITHIN
LOTS 1-15, 17-25, 35-43, 45-52, 54-59, 62-68,
138-143, 145-151, 153-160 & 162-169 IN
DP1145386

Office Use Only

DP1162588

Office Use Only

Registered:  28.07.2011

Subdivision Certificate No.: SC11/0020 & SC11/0021

Date of Endorsement: 5 July 2011

Maree Sandifort - Westhoff
MAREE Sandifort - Westhoff
Tim John Sandifort - Westhoff
Tim John Sandifort - Westhoff

PLAN FORM 6A

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 12 of 21 sheet(s)

PLAN OF SUBDIVISION OF LOTS 44, 60, 61,
66-83, 85-120, 122-137, 144, 161 & 170-204 IN
DP1145386 AND LOT 1971 IN DP133919, AND
EASEMENT TO DRAIN SEWAGE WITHIN
LOTS 1-15, 17-25, 35-43, 45-52, 54-59, 62-68,
139-143, 145-151, 153-160 & 162-169 IN
DP1145386

DP1162588

Registered:  28.07.2011

Subdivision Certificate No: SC11/0020 & SC11/0021 Date of Endorsement: 5 July 2011

Signed in my presence for and on behalf of Papeal Limited (A.C.N. 008 431 827) by its attorneys
Michelle Belcher MANAGER **Jo Taal** MANAGER

who are personally known to me and each of whom declared that he/she has been appointed by the
Board of Directors of that company as an attorney of the company for the purposes of the Power of
Attorney dated 23/11/2011 (Registration No. 440551333) and that he/she has
no notice of the revocation of his/her powers.

Signature of Witness

Meena Sunder

Full name of Witness




Signature of Attorney

Signature of Attorney

Document Release Officer

Level 12 Angel Place
123 Pitt Street Sydney
NSW 2000 (02) 9229 9000

Surveyor's Reference: M055691828C

PLAN FORM 8A	WARNING: Creasing or folding will lead to rejection	oPlan			
DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 13 of 21 sheet(s)			
PLAN OF SUBDIVISION OF LOTS 44, 60, 61, 69-83, 85-120, 122-137, 144, 161 & 170-204 IN DP1145386 AND LOT 1971 IN DP133919, AND EASEMENT TO DRAIN SEWAGE WITHIN LOTS 1-15, 17-25, 35-43, 45-52, 54-59, 62-68, 138-143, 145-151, 153-160 & 162-169 IN DP1145386	DP1162588				
	Registered:  28.07.2011	<small>Office Use Only</small>			
Subdivision Certificate No.: SC11/0020 & SC11/0021 Date of Endorsement: 5 July 2011					
 Director			 Secretary		
Rapid Metal Developments (Australia) Pty Ltd. A.C.N. 004 304 447					
Surveyor's Reference: M5500/18282C					

PLAN FORM 6A

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 14 of 21 sheet(s)

PLAN OF SUBDIVISION OF LOTS 44, 60, 61,
69-83, 85-120, 122-137, 144, 161 & 170-204 IN
DP1145386 AND LOT 1971 IN DP133919, AND
EASEMENT TO DRAIN SEWAGE WITHIN
LOTS 1-15, 17-25, 35-43, 45-52, 54-59, 62-68,
138-143, 145-151, 153-160 & 162-169 IN
DP1145386

DP1162588

Office Use Only

Registered:  28.07.2011

Office Use Only

Subdivision Certificate No.: SC11/0020 & SC11/0021 Date of Endorsement: 5 July 2011



Director



Secretary

Big River Group Pty Ltd (previously
known as Big River Timbers Pty Ltd)
ACN 000 009 754

PLAN FORM 6A

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 15 of 21 sheet(s)

PLAN OF SUBDIVISION OF LOTS 44, 60, 61, 69-83, 85-120, 122-137, 144, 161 & 170-204 IN DP1145386 AND LOT 1971 IN DP133919, AND EASEMENT TO DRAIN SEWAGE WITHIN LOTS 1-15, 17-25, 35-43, 45-52, 54-59, 62-68, 138-143, 145-151, 153-160 & 162-169 IN DP1145386


DP1162588

Office Use Only

Registered:  28.07.2011

Office Use Only

Subdivision Certificate No.: SC11/0020 & SC11/0021 Date of Endorsement: 5 July 2011


MARK JULIAN ROBINSON

PLAN FORM 6A

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 16 of 21 sheet(s)

PLAN OF SUBDIVISION OF LOTS 44, 60, 81,
60-83, 85-120, 122-137, 144, 161 & 170-204 IN
DP1145386 AND LOT 1971 IN DP133919, AND
EASEMENT TO DRAIN SEWAGE WITHIN
LOTS 1-15, 17-25, 35-43, 45-52, 54-59, 62-68,
138-143, 145-151, 153-160 & 162-169 IN
DP1145386

Office Use Only

DP1162588

Office Use Only

Registered:  28.07.2011

Subdivision Certificate No.: SC11/0020 & SC11/0021 Date of Endorsement: 5 July 2011

The seal of the Official Trustee in Bankruptcy
was herein affixed by Tara Czinnor as
delegate of the Official Receiver

Tara Czinnor



PLAN FORM 6A

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 17 of 21 sheet(s)

PLAN OF SUBDIVISION OF LOTS 44, 60, 61,
69-83, 85-120, 122-137, 144, 161 & 170-204 IN
DP1145386 AND LOT 1971 IN DP133919, AND
EASEMENT TO DRAIN SEWAGE WITHIN
LOTS 1-15, 17-25, 35-43, 45-52, 54-59, 62-68,
138-143, 145-151, 153-160 & 162-169 IN
DP1145386

Office Use Only

DP1162588

Office Use Only

Registered:  28.07.2011

Subdivision Certificate No: SC11/0020 & SC11/0021 Date of Endorsement: 5 July 2011

Michael Gill
(RODNEY MICHAEL GILL)

H. J. Gill.
(HENRY THOMAS GILL)

M. J. Nunan
NEENA TERESA NUNAN

ePlan

PLAN FORM 6A

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet (8 of 21 sheet(s))

Office Use Only

PLAN OF SUBDIVISION OF LOTS 44, 60, 61, 69-83, 85-120, 122-137, 144, 161 & 170-204 IN DP1145386 AND LOT 1971 IN DP133919, AND EASEMENT TO DRAIN SEWAGE WITHIN LOTS 1-15, 17-25, 35-43, 45-52, 54-59, 62-68, 138-143, 145-151, 153-160 & 162-169 IN DP1145386

DP1162588

Office Use Only

Registered:



28.07.2011

Subdivision Certificate No.: SC11/0020 & SC11/0021

Date of Endorsement: 5 July 2011

J. Jutrisa
JOSIP JUTRISA

Mira Jutrisa
MIRA JUTRISA

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 19 of 21 sheet(s)

PLAN OF SUBDIVISION OF LOTS 44, 60, 61, 69-83, 85-120, 122-137, 144, 161 & 170-204 IN DP1145386 AND LOT 1971 IN DP133919, AND EASEMENT TO DRAIN SEWAGE WITHIN LOTS 1-15, 17-25, 35-43, 45-52, 54-59, 62-65, 138-143, 145-151, 153-160 & 162-169 IN DP1145386

Office Use Only

DP1162588

Office Use Only

Registered:



28.07.2011

Subdivision Certificate No.: SC11/0020 & SC11/0021

Date of Endorsement: 5 July 2011

TERENCE WILLIAM STANES

DIRECTOR / SECRETARY

- CUDGEN SUPERANNUATION SERVICES PTY LTD
ABN 18259041178

Let Plain to

LARAINÉ SUSAN ROBERTS

DIRECTOR


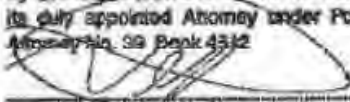

CUDGEN SUPERANNUATION SERVICES

ABN 18259041178

PLANFORM 6A

WARNING: Creasing or folding will lead to rejection

of Plan

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 20 of 21 sheet(s)
PLAN OF SUBDIVISION OF LOTS 44, 60, 61, 69-83, 85-120, 122-137, 144, 161 & 170-204 IN DP1145386 AND LOT 1971 IN DP133919, AND EASEMENT TO DRAIN SEWAGE WITHIN LOTS 1-15, 17-25, 35-43, 45-52, 54-59, 62-68, 138-143, 145-151, 153-160 & 162-169 IN DP1145386	Office Use Only	
	DP1162588	
	Registered:	 28.07.2011
Subdivision Certificate No.: SC11/0020 & SC11/0021 Date of Endorsement: 5 July 2011		
<p>AD298313 Mortgage under Mortgage No. AD298322 Signed at _____ this _____ day of March, 2011 for National Australia Bank Limited ABN 12 004 054 937 by James Andrew Schmede, its duly appointed Attorney under Power of Attorney SA Bank 4312</p> <p> Level 3 Attorney</p> <p> Witness/Bank Officer</p>		
Savvy's Reference: M05506/162820		

PLAN FORM 6A

WARNING: Creasing or folding will lead to rejection

aPlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 21 of 21 sheet(s)

PLAN OF SUBDIVISION OF LOTS 44, 60, 61, 69-83, 85-120, 122-137, 144, 161 & 170-204 IN DP1145386 AND LOT 1971 IN DP133919, AND EASEMENT TO DRAIN SEWAGE WITHIN LOTS 1-15, 17-25, 35-43, 45-52, 54-59, 62-68, 138-143, 145-151, 153-160 & 162-169 IN DP1145386

Office Use Only


DP1162588

Office Use Only

Registered:  28.07.2011

Subdivision Certificate No: SC11/0020 & SC11/0021

Date of Endorsement: 5 July 2011


JAMES FRIZELLE
DIRECTOR
FRIZELLE WHOLESALE PTY LTD
ABN 68000390447

ePlan

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

(Sheet 1 of 27 sheets)

PLAN: **DP1162588**

PLAN OF SUBDIVISION OF LOTS 44, 60,
 61, 69-83, 85-120, 122-137, 144, 161 & 170-
 204 IN DP1145386 AND LOT 1971 IN
 DP133919, AND EASEMENT TO DRAIN
 SEWAGE WITHIN LOTS 1-15, 17-25, 35-43,
 45-52, 54-59, 62-68, 138-143, 145-151, 153-
 160 & 162-169 IN DP1145386

FULL NAME AND ADDRESS
 OF PROPRIETOR OF THE LAND:

Richtech Pty Limited ACN 010 977 536
 being a company duly incorporated and
 having its registered office at Unit 5, 1900
 Logan Road, Upper Mount Gravatt QLD
 4122

PART 1 (Creation)

Number of items shown in the intention panel on this plan	Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in this plan	Burdened lot(s) or parcel(s):	Benefited Lot(s), bodies or Prescribed Authority
1	Restriction on Use of Land	Lots 301-326, 328-337, 339, 341-349, 361-366, 368-383, 386-393, 395-403, 405, 407 & 411-412 AND Lots 5, 6, 9-15, 20 & 21, 29-31, 45-52, 54-59, 62-65, 68, 138-143, 145-151, 153-160 & 162-169 in DP1145386	Tweed Shire Council
2	Positive Covenant	Lots 301-326, 328-337, 339, 341-349, 361-366, 368-383, 386-393, 395-403, 405, 407 & 411-412, AND Lots 5, 6, 9-15, 20, 21, 29-31, 45-52, 54-59, 62-65, 68, 138-143, 145-151, 153-160, 162-169 in DP1145386	Tweed Shire Council
3	Restriction on Use of Land (B)	Lots 316-326, 328 & 329	Tweed Shire Council
4	Easement to Drain Sewage 3 wide and 3.5 wide (A)	Lots 301-326, 328-337, 339, 359, 360, 368, 363, 390, 391 & 412, AND Lots 1-15, 17-25, 35-43, 45-52, 54-59, 62-68, 138-143, 145-151, 153-160, 162-169 in DP1145386	Tweed Shire Council
5	Easement for Electricity purposes 4.5 wide and variable width (J)	Lots 351, 366, 404, 406 & 412	Country Energy

ePlan

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

(Sheet 2 of 27 sheets)

PLAN: **DP1162588**

PLAN OF SUBDIVISION OF LOTS 44, 60, 61, 69-83, 85-120, 122-137, 144, 161 & 170-204 IN DP1145386 AND LOT 1971 IN DP133919, AND EASEMENT TO DRAIN SEWAGE WITHIN LOTS 1-15, 17-26, 35-43, 45-52, 54-59, 62-68, 138-143, 145-151, 153-160 & 162-169 IN DP1145386

6	Positive Covenant	Lots 317-326 & 328	Tweed Shire Council
7	Restriction on Use of Land	Lots 301-326, 328-337, 339 & 412 AND Lots 138-143, 145-151, 153-160 & 162-169 in DP1145386	Tweed Shire Council

PART 2

1. TERMS OF RESTRICTION ON USE FIRSTLY REFERRED TO IN THE ABOVEMENTIONED PLAN

- 1.1 No person occupying a Lot burdened shall have more than one dog upon any Lot burdened and shall not have any such dog unless the boundaries of the subject Lot are securely fenced.
- 1.2 No person occupying any Lot burdened may have a dog unless it is registered with the Tweed Shire Council and the relevant fee paid by the Applicant and a secure dog-proof compound has been constructed upon the Lot and such compound has been approved by the Tweed Shire Council.
- 1.3 No person occupying any Lot may retrieve a dog that has been impounded by the Tweed Shire Council unless that person can satisfy Tweed Shire Council that a secure dog-proof compound has been constructed on the subject Lot.
- 1.4 No person occupying any Lot shall have more than one cat upon any Lot, such cat being de-sexed and any such cat must be restrained within the building on the subject Lot or within a secure night cage between the hours of 6.00pm and 6.00am daily.

2. TERMS OF POSITIVE COVENANT SECONDLY REFERRED TO IN THE ABOVEMENTIONED PLAN

- 2.1 Roof water from dwellings or structures must be discharged to an infiltration pit sized to accommodate the three month average recurrence interval storm.
- 2.2 Any infiltration pit created on a Lot shall be approved by the Certifying Authority that certifies any construction certificate for any dwelling constructed on a Lot burdened and any application to the Certifying Authority for a construction certificate in respect of a dwelling shall be accompanied by a design for the proposed infiltration pit.

ePlan

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

DP1162588

(Sheet 3 of 27 sheets)

3. TERMS OF RESTRICTION ON USE THIRDLY REFERRED TO IN THE ABOVEMENTIONED PLAN

No building works, swimming pools, or structures except fences are to be placed within the area marked "B".

4. TERMS OF EASEMENT FIFTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

The terms of this Easement are as described in Part C in registered Memorandum AA26008.

5. TERMS OF POSITIVE COVENANT SIXTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

Each burdened lot shall manage the strip of land 5 metres wide along the western boundary of the lot burdened as an inner asset protection zone in accordance with Section A5.4 *Vegetation Management* and A5.5 *Maintenance of Property within Planning for Bushfire Protection Guidelines 2006* and the associated Rural Fire Service document *Standards for Asset Protection Zones*.

Construction on the lots must be undertaken in accordance with Level 3 construction standards under AS3958. Alternatively, if a Level 2 construction standard under AS3958 is applied, a strip of land 10 metres wide along the western boundary of the lot burdened shall be managed as an inner asset protection zone in accordance with Section A5.4 *Vegetation Management* and A5.5 *Maintenance of Property within Planning for Bushfire Protection Guidelines 2006* and the associated Rural Fire Service document *Standards for Asset Protection Zones*, unless otherwise approved by Tweed Shire Council.

6. TERMS OF RESTRICTION ON USE SEVENTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

No dwelling shall be constructed on the lot burdened unless noise attenuation measures are incorporated into the dwelling house designs in accordance with the recommendations of the Acoustic Assessment Report, Seaside City, Kingscliff prepared by Cardno and dated 13 August 2007, unless otherwise approved by Tweed Shire Council.

7. NAME OF PERSON EMPOWERED TO RELEASE, VARY OR MODIFY, EASEMENT AND RESTRICTIONS, FIRSTLY, SECONDLY, THIRDLY, FOURTHLY, SIXTHLY AND SEVENTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

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

8. NAME OF PERSON EMPOWERED TO RELEASE, VARY OR MODIFY, EASEMENT FIFTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

Country Energy of Buller Street, Port Macquarie in the State of New South Wales



cPlan

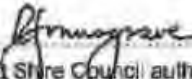
**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 4 of 2) sheets)

DP1162588

.....
Director Secretary
RICHTECH PTY LTD ACN 010 977 538

.....
Director


Tweed Shire Council authorised person

ePlan

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

(Sheet 7 of 27 sheets)
5

Plan: DP1162588

~~NAME OF PERSON EMPOWERED TO RELEASE, VARY OR MODIFY, EASEMENT AND RESTRICTIONS, FIRSTLY, SECONDLY, THIRDLY AND FOURTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN~~

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


.....
Director Secretary
RICHTECH PTY LTD ACH 070 977 536


.....
Director

~~Tweed Shire Council authorised person~~

ePlan

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

DP1162588


(Sheet ^A6 of 27 sheets)

Westpac Banking Corporation
ABN 33 007 457 141
being the Mortgagee under Mortgage number
..... hereby consents
to this ~~Lease~~ Lease plan /


Westpac Banking Corporation


Certified correct for the purposes of the
Real Property Act 1909 by the

SIGNED by ^{GREGORY TROSCOP}..... as attorney
for Westpac Banking Corporation under
power of attorney Book 4299 No. 332


.....
(Signature) Tier Three Attorney

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

I certify that the attorney for the ~~bank~~.....
with whom I am personally acquainted or as
to whose identity I am otherwise satisfied,
signed this mortgage in my presence.

Signature of witness: 
Name of witness: *Tamara Marie Blackmore*
Address of witness: *1402 7, 110 Queen St
BRISBANE.*

ePlan

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

(Sheet 7 of 27 sheets)

Plan: DP1162588

.....
Director

.....
Director

.....
Secretary

Intact Group Instralia-Asia Pty Ltd ACN 064306688

.....
Paula Anne McKenzie-Blair

.....
Steven Michael Blair

.....
Westpac Banking Corporation - Authorised Person

Signed by Vivien Leong
who is personally known
to me

R Barclay

RONALD IAN BARCLAY

10 COLLEGE RD
TOOWOOMBA Q 4350

CIVIL ENGINEER

Therese VIVIEN LEONG

20/12/2011

ePlan

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE
INTENDED TO BE CREATED PURSUANT TO SECTION 885 OF THE CONVEYANCING ACT 1915**

(Sheet 8 of 27 sheets)

Plan: **DP1162588**

Director

Director

Secretary

Intact Group Installa-Asia Pty Ltd



Paula Anne McKerchie-Blair

Steven Michael Blair

Westpac Banking Corporation - Authorised Person

SIGNED IN MY PRESENCE
BY PAULA MCKENZIE-BLAIR
WHO IS PERSONALLY KNOWN
TO ME



IONATHAN IAN BARCLAY
10 CURRIFFORD DR
TODDUMBA Q 4350
CIVIL ENGINEER

cPlan

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE
INTENDED TO BE CREATED PURSUANT TO SECTION 209 OF THE CONVEYANCING ACT 1919

(Sheet 9 of 27 sheets)


Plan: DP1162588

.....
Director

.....
Director

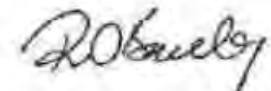
.....
Secretary
Intac Group Australia-Asia Pty Ltd

.....
Paula Anne McKenzie-Blair


Steven Michael Blair

.....
Westpac Banking Corporation - Authorized Person

SIGNED IN MY PRESENCE
BY STEVEN BLAIR
WHO IS PERSONALLY KNOWN
TO ME


RONALD IAN BARKWAY
10 CUMFORD DR
TOOWOOMBA Q 4350
CIVIL ENGINEER

ePlan

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1915**

(Sheet 10 of 27 sheets)

Plan: **DP1162588**

.....
Director

.....
Director

.....
Secretary
Intact Group Instraia-Asia Pty Ltd

.....
Paula Anna McKenzie-Blair

.....
Steven Michael Blair

Neeru Bala NEERU BALA
.....
Westpac Banking Corporation - Authorised Person

ePlan

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

(Sheet 11 of 27 sheets)

Plan: **DP1162588**



Director

Director

Secretary

Hanwood Willows Pty Ltd

ALN 056975556

ePlan

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

(Sheet 12 of 27 sheets)

Plan: DP1162588



Director

.....
Director

.....
Secretary
Hanwood Willows Pty Ltd
ACN 056973556

oPlan

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE
INTENDED TO BE CREATED PURSUANT TO SECTION 68B OF THE CONVEYANCING ACT 1919

(Sheet 13 of 17 sheets)

Plan: DP1162588

G.P. Small
Sole Director

.....
Director

.....
Secretary
Dornis Pty Ltd
ACN 002529037

ePlan

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE
INTENDED TO BE GREATED PURSUANT TO SECTION 82B OF THE CONVEYANCING ACT 1919

(Sheet 14 of 27 sheets)

Plan: **DP1162588**

SIGNED BY ANTHONY CRESWICK
& ZELMA CRESWICK
WHO ARE PERSONALLY KNOWN
TO ME

R. Buckley
FOR AND IAN BARKHAM
10 WARRIFORD DR
TODDUMBA Q 4350
CIVIC ENGINEER

[Signature]
Anthony Joseph Creswick

[Signature]
Zelma Lorraine Creswick

[Signature]
National Australia Bank - Authorised Person
GRAHAM MEREDITH
SENIOR PARTNER

ePlan

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

(Sheet 15 of 27 sheets)

Plan: **DP1162588**

SIGNED IN MY PRESENCE BY
MICHAEL CONNOR & LORIANNE
CONNOR
WHO ARE PERSONALLY
KNOWN TO ME

R. Barclay
RODNEY IAN BARCLAY
10 COLLIFORD ST
TOWNSHIP Q 4350
CIVIC ENDBEL.



Michael Philip Connor



Leanne Gal Connor

Timothy John Sandfort-Westhoff

Maree Therese Sandfort-Westhoff

Perpetual Limited - Authorised Person

Director Secretary
Replid Metal Developments (Australia) Pty Ltd

Director Secretary
Big River Timbers Pty Ltd

Mark Julian Robinson

Official Trustee in Bankruptcy - Authorised Person

ePlan

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

(Sheet 16 of 27 sheets)

Plan: **DP1162588**

.....
Michael Phillip Connor

.....
Leanne Gai Connor

SIGNED IN MY PRESENCE
BY TIM SANDIFOLT-WESTHOFF
& MARIE SANDIFOLT-WESTHOFF
WHO ARE PERSONALLY KNOWN
TO ME

Tim John Sandifolt-Westhoff
Timothy John Sandifort-Westhoff

Marie Sandifolt-Westhoff
Marie Theresa Sandifort Westhoff

Perpetual Limited - Authorised Person

.....
Director Secretary
Rapid Metal Developments (Australia) Pty Ltd

.....
Director Secretary
Big River Timbers Pty Ltd

.....
Mark Julian Robinson

.....
Official Trustee in Bankruptcy - Authorised Person

R. Barclay
RONALD IAN BARCLAY
PO LUMFORD JL
TROWOOD M&A Q 4300
CIVIL ENGINEER

ePlan

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE
INTENDED TO BE GRANTED PURSUANT TO SECTION 300 OF THE CONVEYANCING ACT 1919**

(Sheet 17 of 27 sheets)

Plan: **DP1162588**

Michael Philip Connor

Lesanne-Cai Connor

Timothy John Sandfort-Westcott

Máire Therese Sandfort-Westcott

Corporate Trust

Signed in my presence for and on behalf of Personal Limited (A.C.N. 098 431 617) by its attorneys:

Michelle Belongue MANAGER Jo Iain MANAGER Personal Limited - Authorised Person

who are personally known to me and each of whom declares that he/she has been appointed by the Board of Directors of that company as an attorney of the company for the purposes of the Power of Attorney dated 23h/12/14 registration No. 44351323 and that he/she has no notice of the revocation of his/her powers.

Signature of Witness: **Meena Sunder**

Signature of Attorney: *[Signature]* Director Rapid Nita Developments (Australia) Pty Ltd

Signature of Attorney: *[Signature]* Director Big River Timbers Pty Ltd

Secretary

Secretary

Mark Julian Robinson

Official Trustee in Bankruptcy - Authorised Person

ePlan

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE
INTENDED TO BE CREATED PURSUANT TO SECTION 89B OF THE CONVEYANCING ACT 1919**

(Sheet 18 of 27 sheets)

Plan **DP1162588**

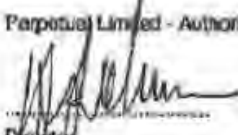
.....
Michael Phillip Connor

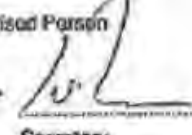
.....
Leanne Gai Connor

.....
Timothy John Sandfort-Werthoff

.....
Morse Thomas Sandfort-Werthoff

.....
Perpetua Limited - Authorised Person


.....
Director
Rapid Metal Developments (Australia) Pty Ltd
ACN 004 304 447


.....
Secretary

.....
Director
Big River Timbers Pty Ltd

.....
Secretary

.....
Mark Julian Robinson

.....
Official Trustee in Bankruptcy - Authorised Person

ePlan

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE
INTENDED TO BE CREATED PURSUANT TO SECTION 865 OF THE CONVEYANCING ACT 1919**

(Sheet 19 of 27 sheets)

Plan: **DP1162588**

.....
Michael Philip Connor


.....
Leanne Gal Connor

.....
Timothy John Sandfort-Westhoff

.....
Maree Therese Sandfort-Westhoff

.....
Perpetual Limited - Authorised Person

.....
Director Secretary
Rapid Metal Developments (Australia) Pty Ltd


.....
Director Secretary
Big River Timbers Pty Ltd ACN 000 009 754

.....
Mark Julian Robinson

.....
Official Trustee in Bankruptcy - Authorised Person

ePlan

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

(Sheet 20 of 27 sheets)

Plan: **DP1162588**

.....
Michael Phillip Connor

.....
Leanne Gai Connor

.....
Timothy John Sandifort-Westhoff

.....
Margo Therese Sandifort-Westhoff

.....
Perpetual Limited - Authorised Person

.....
Director Secretary
Rapid Metal Developments (Australia) Pty Ltd


.....
Director Secretary
Big River Timbers Pty Ltd

.....

Mark Julian Robinson

.....
Official Trustee in Bankruptcy - Authorised Person

SIGNED IN MY PRESENCE BY
MARK ROBINSON WHO IS
PERSONALLY KNOWN TO ME


RONALD IAN BALLWAY
10 CULFORD PL
TROWONGA SA 4350
CIVIL ENGINEER

ePlan

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

(Sheet 21 of 27 sheets)

Plan: **DP1162588**

.....
Michael Philip Connor

.....
Leanne Gal Connor

.....
Timothy John Sandfort-Westhoff

.....
Maree Therese Sandfort-Westhoff

Perpetual Limited - Authorised Person

.....
Director Secretary
Rapid Metal Developments (Australia) Pty Ltd

.....
Director Secretary
Big River Timbers Pty Ltd

.....
Mark Julian Robinson

.....
Mark Julian Robinson
Official Trustee in Bankruptcy - Authorised Person



The seal of the Official Trustee in Bankruptcy
was placed on behalf of the Official Receiver as
delegate of the Official Receiver

oPlan

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

(Sheet 23 of 27 sheets)

Plan: DP1162588

SIGNED BY NOELA NUNAN,
HENRY GILL & RODNEY
GILL IN MY PRESENCE
WHO ARE PERSONALLY
KNOWN TO ME

N. J. Nunan
Noela Theresa Nunan

H. T. Gill
Henry Thomas Gill

Rodney Michael Gill
Rodney Michael Gill

R. W. Barclay
RONALD IAN BARCLAY
10 COLIFORD DR
ROOPOOMBA SA 4350
CIVIL ENGINEER

ePlan

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE
INTENDED TO BE CREATED PURSUANT TO SECTION 88E OF THE CONVEYANCING ACT 1915**


(Sheet 13 of 27 sheets)

Plan: **DP1162588**

SIGNED BY SDE JUTRISA &
MIRA JUTRISA
WHO ARE PERSONALLY KNOWN
TO ME


Jutip Jutrisa


Mira Jutrisa


RONALD IAN BARCLAY
10 COMBIFOLD DR
TOOWOOMBA Q 4350
CIVIL ENGINEER

Plan

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

(Sheet 24 of 27 sheets)

Plan: DP1162588

Director

L. Roberts
Director *BARBARA SHERWOOD*


Secretary / *DIRECTOR* - *TERENCE WILLIAM STANES*
Cudgen Superannuation Services Pty Limited
ABN 18259041178

ePlan

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

(Sheet 25 of 27 sheets)

Plan: DP1162588

SIGNED IN MY PRESENCE
BY TERENCE STAINES
WHO IS PERSONALLY
KNOWN TO ME



Terence William Staines

National Australia Bank - Authorised Person

R. Buckley
RONALD IAN BUCKLEY
10 COLLINGWOOD DR
TOWNSHIP SA 5130
CIVIL ENGINEER

aPlan

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

(Sheet 26 of 27 sheets)

Plan: **DP1162588**

AD298313
Mortgages under Mortgage No. **AD298322**
Signed at _____ this _____ day of _____
March, 2011 for National
Australia Bank Limited ABN 12 004 044 937
by James Andrew Schmieler
his duly appointed Attorney under Power of
Attorney No. 39 Back 4512

Level 3, Attorney
ACP
Witness/Bank Officer

Terence William Staines

National Australia Bank - Authorised Person

ePlan

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

(Sheet 27 of 27 sheets)

Plan: **DP1162588**


.....
Director


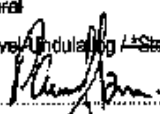
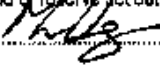
.....
Director


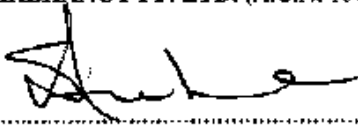

.....
Secretary
Fitzelle (Wholesale) Pty Ltd
ABN 68000390447


REGISTERED



28.07.2011

PLAN FORM 6 (2017)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 3 sheets	
Registered:  10.7.2019 Title System: TORRENS		Office Use Only		Office Use Only	
PLAN OF SUBDIVISION OF LOTS 54 & 55 IN DP1145386		LGA: TWEED Locality: KINGSCLIFF Parish: CUDGEN County: ROUS		DP1254651	
Survey Certificate I, PHILIP ANDREW WYPER Of B & P SURVEYS, PO BOX 327, TWEED HEADS, 2485 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: (a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on 24-8-2018 , or (b) The part of the land shown in the plan ("being" excluding) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , the part surveyed is accurate and the survey was completed on the part not surveyed was compiled in accordance with that Regulation, or (c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> . Datum Line: 'X' - 'Y' Type: *Urban#Rural The terrain is *Level#Undulating / *Steep#Mountainous. Signature:  Dated: 19/3/19 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:		Subdivision Certificate I, MICK DENNY *Authorised Person*General Manager*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature:  Accreditation number: Consent Authority: Tweed Shire Council Date of endorsement: 13/6/2019 Subdivision Certificate number: SC19/0014 File number: N/A *Strike through if inapplicable.	
Plans used in the preparation of survey/compilation. DP1145386 DP1162580 DP1222597 DP1232786 DP1233194 DP1251576		Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.			
Surveyor's Reference: T16218 / 22793C		Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A			

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 2 of 3 sheets																								
<p>Registered:  10.7.2019</p> <p>PLAN OF SUBDIVISION OF LOTS 54 & 55 IN DP1145386</p> <p>Subdivision Certificate number: <u>SC19/0014</u> Date of Endorsement: <u>13/6/2019</u></p>	<p style="text-align: right;">Office Use Only</p> <p style="text-align: center; font-size: 24pt;">DP1254651</p> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> • A schedule of lots and addresses - See 80(c) SS/ 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. 																									
<p>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE:-</p> <ol style="list-style-type: none"> 1. RIGHT OF CARRIAGEWAY 6.5 WIDE 2. EASEMENT TO DRAIN AND STORE WATER 6.5 WIDE 3. EASEMENT FOR UNDERGROUND POWERLINES 1 & 2 WIDE 4. EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION 4.2 WIDE 																										
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Lot Number</th> <th style="width: 15%;">Sub-Address Number</th> <th style="width: 15%;">Address Number</th> <th style="width: 20%;">Road Name</th> <th style="width: 15%;">Road Type</th> <th style="width: 25%;">Locality Name</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td></td> <td style="text-align: center;">27</td> <td>Nautilus</td> <td style="text-align: center;">Way</td> <td style="text-align: center;">Kingscliff</td> </tr> <tr> <td style="text-align: center;">2</td> <td></td> <td style="text-align: center;">56</td> <td>Cylinders</td> <td style="text-align: center;">Drive</td> <td style="text-align: center;">Kingscliff</td> </tr> <tr> <td style="text-align: center;">3</td> <td></td> <td style="text-align: center;">38</td> <td>Ocean</td> <td style="text-align: center;">Ave</td> <td style="text-align: center;">Kingscliff</td> </tr> </tbody> </table>			Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name	1		27	Nautilus	Way	Kingscliff	2		56	Cylinders	Drive	Kingscliff	3		38	Ocean	Ave	Kingscliff
Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name																					
1		27	Nautilus	Way	Kingscliff																					
2		56	Cylinders	Drive	Kingscliff																					
3		38	Ocean	Ave	Kingscliff																					
<p>RISHABHANU PTY. LTD. (A.C.N. 167 119 593)</p> <p style="text-align: center;"></p> <p>..... Stuart Archer: Sole Director / Secretary</p>																										
																										
<p>If space is insufficient use additional annexure sheet</p>																										
<p>Surveyor's Reference: T16218 / 22793C</p>																										

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 3 of 3 sheets	
<p>Registered:  10.7.2019 Office Use Only</p> <p>PLAN OF SUBDIVISION OF LOTS 54 & 55 IN DP1145388</p> <p>Subdivision Certificate number: <u>SC19/0014</u> Date of Endorsement: <u>13/8/2019</u></p>	<p>Office Use Only</p> <h1 style="margin: 0;">DP1254651</h1> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> • A schedule of lots and addresses - See 80(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.
<p>Executed for and on behalf of Australia and New Zealand Banking Group Limited ABN 11 005 357 522 under Power of Attorney dated 18th November 2002 and registered in New South Wales Book: 4376 No: 410 by</p> <p style="text-align: center;"><i>BRETT BOWEN</i></p> <p>who certifies that he/she is a <i>Senior Manager / Manager</i> and that he/she has not received notice of revocation of that Power.</p>	<p style="text-align: center;"><i>[Signature]</i></p> <p>Signature of Attorney in the presence of</p> <p style="text-align: center;"><i>[Signature]</i></p> <p>Signature of Witness <i>Boris Henning</i></p> <p>Print name of Witness Level 1 490 King Street NEWCASTLE WEST NSW 2302 Address of Witness</p>
<p>If space is insufficient use additional annexure sheet</p>	
<p>Surveyor's Reference: T16218 / 22793C</p>	

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

ePlan

(Sheet 1 of 5 Sheets)

Plan:

DP1254651

Full Name and address
of the owner of the land:

Plan of subdivision of Lots 54 & 55 in DP1145386 covered by Subdivision
Certificate No. SC19/0014

Rishabhanu Pty Ltd ACN 167 119 593
412 Tyalgum Road
Eungella NSW 2484

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement or profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Right of Carriageway 6.5 wide	2	1, 3
2	Easement to Drain and Store Water 6.5 wide	2	1, 3
3	Easement for Underground Powerlines 1 & 2 wide	1, 2	Essential Energy
4	Easement for Multi-Purpose Electrical Installation 4.2 wide	2	Essential Energy

PART 2 (Terms)

1. Terms of Right of Carriageway numbered 1 in the plan

As provided by Part 1 of Schedule 8 of the Conveyancing Act 1919 (as amended)
together with the following covenant:

- 1.1 The Burdened Lot must maintain the right of carriageway in good repair and condition.
- 1.2 The cost of the Burdened Lot repairing, maintaining and renewing the area of right of carriageway shall be shared in the following proportions:
 - (a) Lot 1: 10%
 - (b) Lot 2: 70%
 - (c) Lot 3: 20%
- 1.3 The Burdened Lot may demand in writing that each Benefited Lot is liable to contribute to those costs. A demand must be accompanied by quotations, receipts or invoices which evidence the expenditure to which the demand relates.

Plan:
DP1254651

Plan of subdivision of Lots 54 & 55 in DP1145386 covered by Subdivision Certificate No. SC19/0014

- 1.4 If a Benefited Lot fails to comply with a demand within 14 days after it has been made, the amount demanded may be recovered in a court of competent jurisdiction as a liquidated debt due to the Burdened Lot.

2. Terms of Easement to Drain and Store Water numbered 2 in the plan

- 2.1 Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment, and every person authorised by that person, from time to time and at all times to drain water (whether rain, storm, spring, soakage, or seepage water) in any quantities across, through and into an infiltration pit beneath the land herein indicated as the servient tenement, together with the right to use, for the purposes of the easement, any line of pipes or other drainage devices already laid within the servient tenement for the purpose of draining water or any pipe or pipes in replacement or in substitution therefor and where no such line of pipes exists, to lay, place and maintain a line of pipes or other drainage equipment of sufficient internal diameter beneath or upon the surface of the servient tenement, and together with the right for the grantee and every person authorised by the grantee, with any tools, implements, or machinery, necessary for the purpose, to enter upon the servient tenement and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining, or renewing such pipe line or any part thereof and for any of the aforesaid purposes to open the soil of the servient tenement to such extent as may be necessary provided that the grantee and the persons authorised by the grantee will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore that surface as nearly as practicable to its original condition.
- 2.2 The Burdened Lot must maintain the pipe and other drainage structures in good condition and repair.
- 2.3 The cost of the Burdened Lot inspecting, cleansing, repairing, maintaining or renewing the pipe and other drainage structures shall be shared in the following proportions:
- (a) Lot 1: 20%
 - (b) Lot 2: 55%
 - (c) Lot 3: 35%
- 2.4 The Burdened Lot may demand in writing that each Benefited Lot is liable to contribute to those costs. A demand must be accompanied by quotations, receipts or invoices which evidence the expenditure to which the demand relates.
- 2.5 If a Benefited Lot fails to comply with a demand within 14 days after it has been made, the amount demanded may be recovered in a court of competent jurisdiction as a liquidated debt due to the Burdened Lot.

3. Terms of Easement for Underground Powerlines 1 & 2 Wide numbered 3 in the plan

Easement for underground powerlines the terms of which are set out in Part B of Memorandum AG189384.



Plan: Plan of subdivision of Lots 54 & 55 in DP1145386 covered by Subdivision Certificate No. SC19/0014

DP1254651

4. Terms of Easement for Multi-Purpose Electrical Installation 4.2 Wide numbered 4 in the plan

Easement for multi-purpose electrical installation the terms of which are set out in Part C of Memorandum AG189384

5. Name of person empowered to release, vary or modify the easements numbered 3 and 4 in the plan.

Essential Energy

Executed by Rishabhani Pty Ltd)
ACN 167 119 593 in accordance)
with Section 127 Corporations)
Act 2001



Signature of Sole
Director/Secretary

Signature of Director

Stuart Archer

Name of Director/Secretary

Name of Director



nPlan

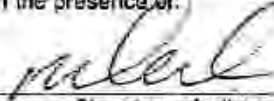
(Sheet 4 of 5 Sheets)

Plan:

Plan of subdivision of Lots 54 & 55 in DP1145388 covered by Subdivision
Certificate No. SC19/0014

DP1254651

Executed by Essential Energy by its
duly authorised attorney under
power of attorney Book 4745 No 85
in the presence of:



Signature of witness

Melinda White

Name of witness

8 Boller St, Port Macquarie

Address of witness



Signature of attorney

Martin English

Name and title of attorney

Head of Legal



ePlan

(Sheet 5 of 5 Sheets)

Plan: Plan of subdivision of Lots 54 & 55 in DP1145386 covered by Subdivision Certificate No. SC19/0014

DP1254651

Australia and New Zealand Banking Group Limited

Executed for and on behalf of
Australia and New Zealand Banking Group Limited
ABN 11 005 357 522
under Power of Attorney dated 18th November 2002
and registered in New South Wales
Book: 4376 No: 410 by

BRETT BOYSON

who certifies that he/she is a
~~Senior Manager~~ / Manager
and that he/she has not received
notice of revocation of that Power.

[Signature]

Signature of Attorney

In the presence of

[Signature]

Signature of Witness

BEN HOWEY

Print name of Witness

Level 1 490 King Street

NEWCASTLE WEST NSW 2302

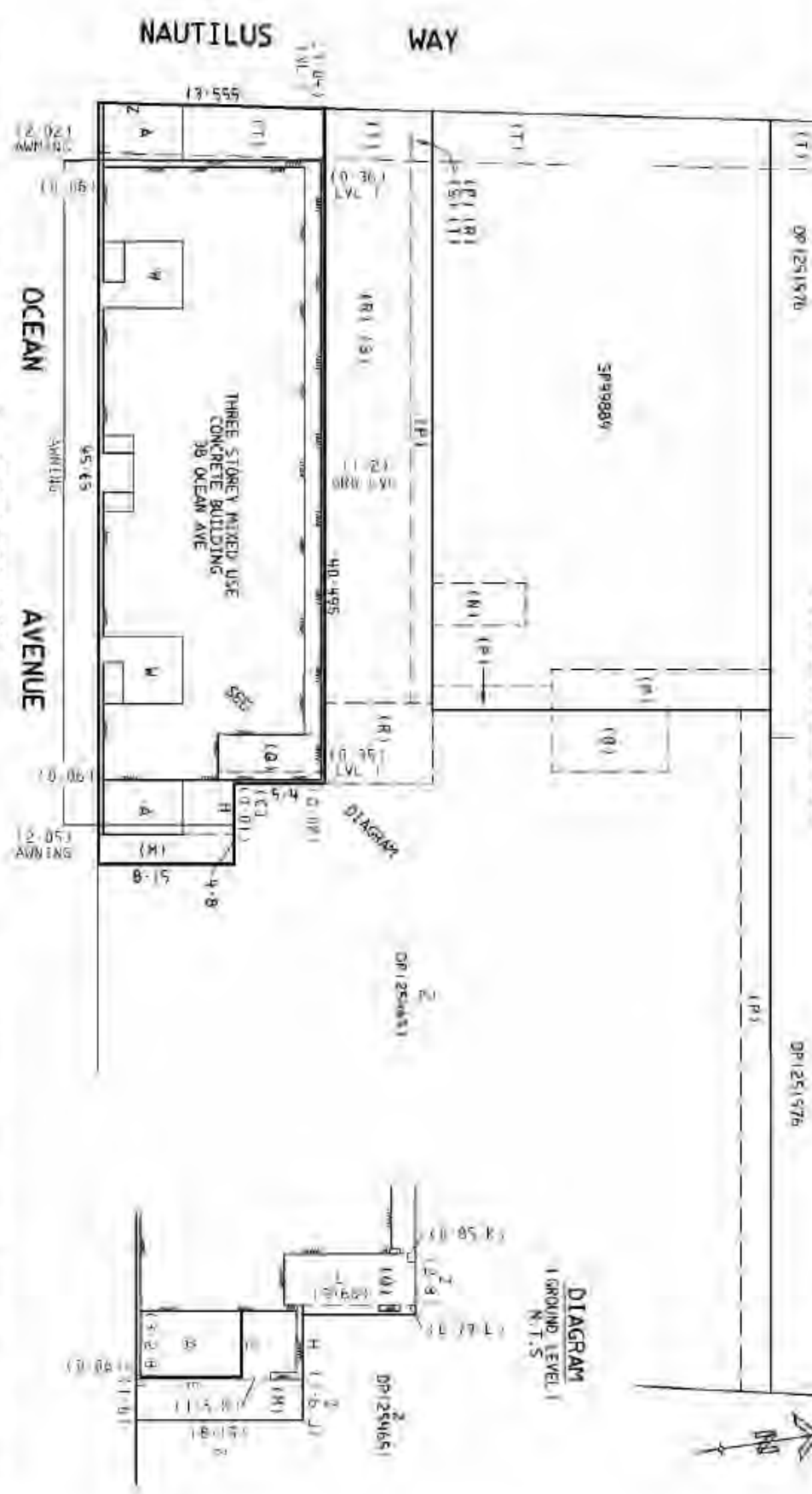
Address of Witness

REGISTERED



10.7.2019

LOCATION PLAN



- 1 (M) RIGHT OF FOOTWAY 1.6 WIDE
- 1 (G) EASEMENT FOR CAR PARKING 2.8 WIDE
- A DENOTES ALFRESCO AREA
- E DENOTES EDGE CONCRETE SLAB
- H DENOTES NORTH FACE OF LOW WALL AND AWNING ON BOY
- N DENOTES NORTH FACE OF WALL PRODUCED
- K DENOTES EAST FACE OF WALL PRODUCED
- L DENOTES WEST FACE OF WALL PRODUCED
- M DENOTES STAIRWELL
- W DENOTES LOT/EASEMENT BOUNDARY IS COINCIDENTAL WITH THE PARCEL BOUNDARY
- (E1) EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION 4-2 WIDE (DP1254651)
- (E2) EASEMENT FOR CAR PARKING 2-7 WIDE (SP49889)
- (E3) EASEMENT FOR UNDERGROUND POWERLINES 1 & 2 WIDE (DP1254651)
- (E4) RIGHT OF CARRIAGEWAY 5-5 WIDE (DP1254651)
- (E5) EASEMENT TO DRAIN & STORE WATER 8-5 WIDE (DP1254651)
- (E6) EASEMENT TO DRAIN SEWAGE 3 AND 3-5 WIDE (DP1625881)

SURVEYOR
 Name: PHILIP ANDREW WRPPER
 Date: 14/10/2019
 Reference: T6218 / 234010

PLAN OF SUBDIVISION OF LOT 3 IN DP1254651

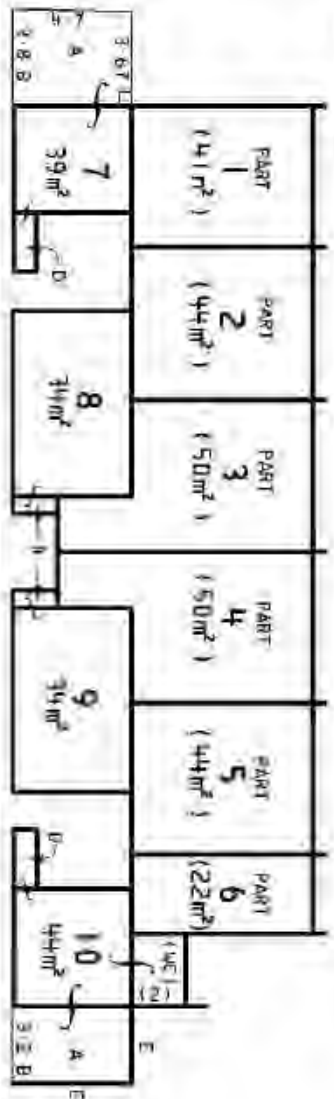
L.C.A.: TWEED
 Locality: KINGSCLIFF
 Reduction Ratio: 1:250
 Lengths are in metres

REGISTERED
 7/11/2019

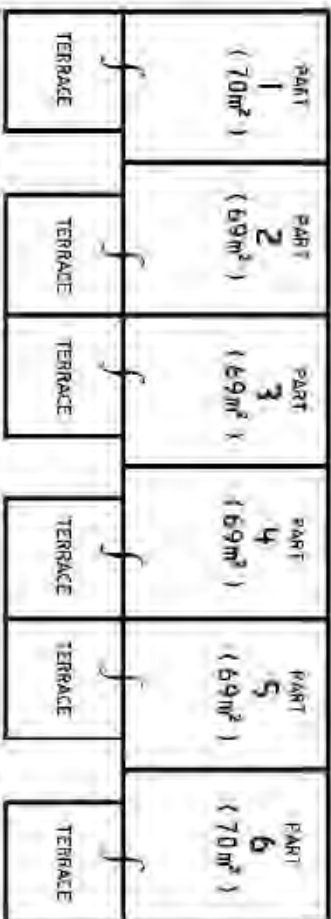
SP100350

10	20	30	40	50	60	70	80	90	100	110	120	130	140	150
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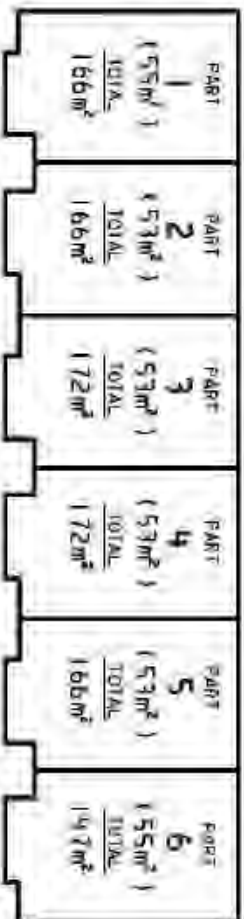
GROUND LEVEL



LEVEL 1



LEVEL 2



THE LOT 10 ALFRESCO AREA IS LIMITED IN HEIGHT TO 4 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT

THE LOT 7 ALFRESCO AREA IS LIMITED FROM 1 BELOW TO 4 ABOVE THE UPPER SURFACE OF ITS ADJOINING UNIT CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT

ANY PAVERS OR TIMBER DECKING USED AS FLOORING WITHIN THE ALFRESCO AREAS ARE NOT COMMON PROPERTY AND FORM PART OF THEIR RESPECTIVE LOT

TILING WITHIN THE UNITS IS NOT COMMON PROPERTY AND FORMS PART OF THEIR RESPECTIVE LOT

ANY WATERPROOFING MEMBRANES FIXED TO THE CONCRETE FLOOR OF THE TERRACES ARE COMMON PROPERTY AND DO NOT FORM PART OF THE LOT

PAVING OR TILING FIXED TO THE CONCRETE FLOOR SLABS OF THE TERRACES IS NOT COMMON PROPERTY AND FORMS PART OF THE RESPECTIVE LOT

ANY DUCT WITHIN ONE LOT SERVING ANOTHER LOT IS COMMON PROPERTY

- A..... DENOTES ALFRESCO AREA
- B..... DENOTES OUTSIDE FACE OF WALL PRODUCED
- C..... DENOTES EDGE CONCRETE SLAB
- D..... AIR CONDITIONING UNIT ENCLOSURE
- Z..... RIGHT TO USE TOLLETS 2 WIDE

AREAS ARE APPROXIMATE ONLY.

SURVEYOR: PHILLIP ANDREW WYPER
 Date: 14/10/2019
 Reference: T6218 / 23401D


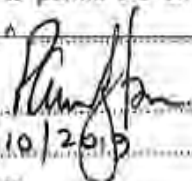
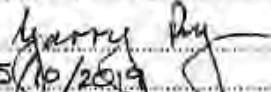
PLAN OF SUBDIVISION OF LOT 3 IN DP4254651


L.C.A. TWEED
 Locality: GIMESQUIFF
 Reduction Ratio: 1:200
 Lengths are in metres

REGISTERED
 7/1/2019

SP100350

11	21	31	41	51	61	71	81	91	101	111	121	131	141	151
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SP FORM 3.01	STRATA PLAN ADMINISTRATION SHEET	Sheet 1 of 3 sheet(s)
Office Use Only Registered:  7/11/2019		Office Use Only <h1 style="text-align: center;">SP100350</h1>
PLAN OF SUBDIVISION OF: LOT 3 IN DP 1254651	LGA: TWEED Locality: KINGSCLIFF Parish: CUDGEN County: ROUS	
This is a *FREEHOLD*/LEASEHOLD Strata Scheme		
Address for Service of Documents No 38, OCEAN AVENUE KINGSCLIFF NSW 2487 Provide an Australian postal address including a postcode	The by-laws adopted for the scheme are: * Model by-laws for residential strata schemes together with: Keeping of animals: Option *A/B Smoke penetration: Option *A/B (see Schedule 3 Strata Schemes Management Regulation 2016) * The strata by-laws lodged with the plan.	
<p style="text-align: center;">Surveyor's Certificate</p> I PHILIP ANDREW WYPER..... of B & P SURVEYS..... being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met. *The building encroaches on: *(a) a public place *(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^..... Signature:  Date: 14/10/2019 Surveyor ID: 2340 Surveyor's Reference: T16218 / 23401D * Insert the deposited plan number or dealing number of the instrument that created the easement	<p style="text-align: center;">Strata Certificate (Accredited Certifier)</p> I GARRY RYAN..... being an Accredited Certifier, accreditation number BPB0565, certify that in regards to the proposed strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i> . *(a) This plan is part of a development scheme *(b) The building encroaches on a public place and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment. *(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^ will be created as utility lots and restricted in accordance with section 63 <i>Strata Schemes Development Act 2015</i>. Certificate Reference: QV1900035T03 Relevant Planning Approval No.: DA17/0391 issued by: TWEED SHIRE COUNCIL Signature:  Date: 25/10/2019 ^ Insert lot numbers of proposed utility lots.	
* Strike through if inapplicable		

SP FORM 3.07	STRATA PLAN ADMINISTRATION SHEET	Sheet 2 of 3 sheet(s)
Office Use Only	Office Use Only	
Registered:  7/11/2019	SP100350	

VALUER'S CERTIFICATE

I, Andrew Neil Hoolihan AAPICPV being a qualified valuer, as defined in the *Strata Schemes Development Act 2015*, certify that the unit entitlements shown in the schedule herewith are apportioned in accordance with Schedule 2 *Strata Schemes Development Act 2015*

Signature:  Date 14 - 10 - 2019


SCHEDULE OF UNIT ENTITLEMENT

LOT	U.E.
1	17
2	14
3	14
4	14
5	14
6	15

LOT	U.E.
7	3
8	3
8	3
10	3
AGGREGATE	100

Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
1	1	38	Ocean	Avenue	Kingscliff
2	2	38	Ocean	Avenue	Kingscliff
3	3	38	Ocean	Avenue	Kingscliff
4	4	38	Ocean	Avenue	Kingscliff
5	5	38	Ocean	Avenue	Kingscliff
6	6	38	Ocean	Avenue	Kingscliff
7	7	38	Ocean	Avenue	Kingscliff
8	8	38	Ocean	Avenue	Kingscliff
9	9	38	Ocean	Avenue	Kingscliff
10	10	38	Ocean	Avenue	Kingscliff
CP		38	Ocean	Avenue	Kingscliff

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 3 of 3 sheet(s)
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Office Use Only	Office Use Only
Registered:  7/11/2019	SP100350

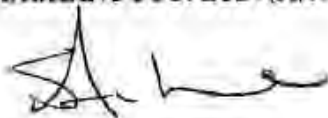
This sheet is for the provision of the following information as required:

- Any information which cannot fit in the appropriate panel of any previous administration sheets
- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AND SECTION 38 OF THE STRATA SCHEMES DEVELOPMENT ACT 2015, IT IS INTENDED TO CREATE:-

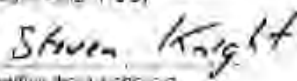
1. RIGHT OF FOOTWAY 1.6 WIDE
2. RIGHT TO USE TOILETS 2 WIDE
3. EASEMENT FOR CAR PARKING 2.6 WIDE

RISHABLANU PTY. LTD. (A.C.N. 167 119 593)



Stuart Archer: Sole Director / Secretary

Executed for and on behalf of
A. O. Finance (and) New Zealand Banking Group Limited
227 11 005-157 622
Under Power of Attorney dated 15th November 2002
and registered in New South Wales
Book 4379 Folio 410 by



Who certifies that this is a
Sole Director / Secretary
and that this is a validly signed
Notice of revocation of that Power.

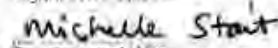


Signature of Attorney

in the presence of



Signature of Witness



Print Name of Witness

242 Pitt Street
SYDNEY NSW 2000
Business of Witness

ePlan

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

SP100350

(Sheet 1 of 3 Sheets)

Plan: Plan of Subdivision of Lot 3 in DP1254651 covered by Subdivision Certificate No: **Q11900035T03 DATED 25/10/19**

Full Name and address of the owner of the land:

Rishabhani Pty Ltd ACN 167 119 593
412 Tyalgum Road
Eungella NSW 2434

PART 1 Creation

Number of item shown in the intention panel on the plan	Identity of easement or profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s).	Benefited lot(s), road(s), bodies or Prescribed Authorities.
1	Right of Footway 1.6 wide	Common Property	CP/SP99889 2/1254651
2	Right to Use Toilets 2 wide	10	Lots 7 – 9 (Inclusive)
3	Easement for Car parking 2.8 wide	Common Property	CP/SP99889

PART 2 (Terms)

1. Terms of Right of Footway 1.6 wide numbered 1 in the plan

As set out in Part 2 of Schedule 8 of the Conveyancing Act 1919 but subject to the following additional covenant

The cost of the Burdened Lot repairing, maintaining and renewing the area of the right of footway shall be borne by the Burdened Lot.

2. Terms of Right to Use Toilets 2 wide numbered 2 in the plan

2.1 In this clause, "Authorised Users" means the owners and occupiers of the Burdened Lot and the Benefited Lots.

2.2 The Authorised Users may use the area of the lot burdened shown in the plan as Right to Use Toilets (WC) for the purpose of restroom and toilet facilities.

2.3 The Authorised Users shall be liable in equal shares to the cost of daily cleaning, consumables, renewal, maintenance and repair of any damage caused to the easement area including without limitation all receptacles, floor and wall coverings and light fittings subject to any damage caused by an Authorised User's negligent act or omission which must be repaired by that Authorised User.

3. Terms of Easement for Car Parking 2.8 wide numbered 3 in the plan

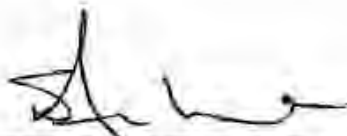
3.1 In this clause, "Authorised Users" means the owners and occupiers of the Benefited Lot.

(Sheet 2 of 3 Sheets)

Plan: **SP100350** Plan of Subdivision of Lot 3 in DP1254651 covered by Strata Subdivision
Certificate No. Q11900035T03 DATED 25/10/19

3.2 The Authorised Users may use the area of the lot burdened shown in the plan as Easement
for Car Parking (Q) for the purpose of non-permanent visitor car parking.

Executed by Rishabhanu Pty Ltd
ACN 167 119 593 pursuant to s 127
Corporations Act 2001



Rishabhanu Pty Ltd ACN 167 119 593
Stuart Archer – Sole director/secretary



ePlan

(Sheet 3 of 3 Sheets)

Plan:

SP100350

Plan of Subdivision of Lot 3 in DP 1254651 covered by Strata Subdivision Certificate No:QU1900035T03 dated 25/10/19

Executed for and on behalf of
Australia and New Zealand Banking Group Limited
ABN 13 005 357 522
under Power of Attorney dated 18th November 2002
and registered in New South Wales
Book 4375 Folio 410 by



Signature of

In the presence of



Signature of Witness

Michelle Stait

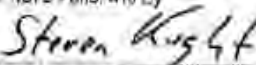
Print Name of Witness

242 Pitt Street

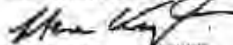
SYDNEY NSW 2000

Address of Witness

Australia and New Zealand Banking Group Limited



who certifies that he/she is a
Senior Manager / Manager
and that he/she has not received
notice of revocation of the power.



Signature of Attorney

In the presence of



Signature of Witness

Michelle Stait

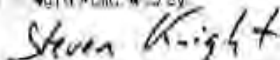
Print Name of Witness

242 Pitt Street

SYDNEY NSW 2000

Address of Witness

on behalf of
Australia and New Zealand Banking Group Limited
ABN 13 005 357 522
under Power of Attorney dated 18th November 2002
and registered in New South Wales
Book 4375 Folio 410 by



Print Name of Attorney

242 Pitt Street

SYDNEY NSW 2000

Address of Attorney

REGISTERED  7/11/2019



Planning Certificate under Section 10.7 (formerly Section 149)

Environmental Planning and Assessment Act, 1979

Land No. 84794

Applicant: Border Conveyancing
10/21-25 Amaroo Drive
BANORA POINT NSW 2486

Certificate No: ePlanCer23/0068
Date of Issue: 13/01/2023
Fee Paid: \$62.00
Receipt No:

Your Reference:

eCustomer Reference: Taverner 22/021

Property Description: Lot 5 SP 100349; No. 5/56 Cylinders Drive KINGSCLIFF

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

ITEM 1

Names of relevant planning instruments and 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 B9 - Tweed Coast Strategy

Section B26 - Kingscliff 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 B4 Mixed Use

1 Objectives of zone

- To provide a mixture of compatible land uses.
- To integrate suitable business, office, residential, retail and other development in accessible locations so as to maximise public transport patronage and encourage walking and cycling.

2 Permitted without consent

Environmental facilities; Environmental protection works; Home occupations

3 Permitted with consent

Boarding houses; Centre-based child care facilities; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Function centres; Home industries; Hostels; Hotel or motel accommodation; Information and education facilities; Medical centres; Oyster aquaculture; Passenger transport facilities; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Roads; Seniors housing; Shop top housing; Tank-based aquaculture; Any other development not specified in item 2 or 4

4 Prohibited

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

Wholesale supplies

[End of Zone B4 Table]

Zone R3 Medium Density Residential

1 Objectives of zone

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

2 Permitted without consent

Environmental facilities; Environmental protection works; Home occupations

3 Permitted with consent

Attached dwellings; Boarding houses; Centre-based child care facilities; Community facilities; Group homes; Home industries; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Respite day care centres; Roads; Seniors housing; 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; Farm stay accommodation; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Local distribution premises; Marinas; Moorings; Mortuaries; Open cut mining; Passenger transport facilities; Public administration buildings; Registered clubs; Research stations; Restricted premises; Rural industries; Rural workers' dwellings; Service stations; Sex services premises; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Wharf or boating facilities; Wholesale supplies

[End of Zone R3 Table]

Statement:

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

Item 2(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 not 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

Contributions Plans:

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

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

Section 94 Plan No 4 - Tweed Road Contribution Plan

Section 94 Plan No 11 - Tweed Shire Library Facilities

Section 94 Plan No 12 - Bus Shelters

Section 94 Plan No 13 - Eviron Cemetery

Section 94 Plan No 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

Section 94 Plan No 28 - Seaside City

Section 94 Plan No 32 - Developer Contributions for Heavy Haulage

ITEM 4

Complying Development

- (1) *If the land is land on which complying development may be carried out under each of the complying development codes under [State Environmental Planning Policy \(Exempt and Complying Development Codes\) 2008](#), because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.*
- (2) *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.*
- (3) *If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that—*
 - (a) *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 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

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

Part 3A Rural Housing Code

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

Part 3B Low Rise Housing Diversity Code

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

Part 3C Greenfield Housing Code

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

Part 4 Housing Alterations Code

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

Part 4A General Development Code

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

Part 5 Industrial and Business Alterations Code

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

Part 5A Industrial and Business Buildings Code

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

Part 5B Container Recycling Facilities Code

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

Part 6 Subdivisions Code

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

Part 7 Demolition Code

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

Part 8 Fire Safety Code

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

Qualifying Statement on Council Data Affecting this Item

Tweed Shire Council does not have sufficient information to ascertain the extent to which 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.*

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

Qualifying Statement on Council Data Affecting this Item

Tweed Shire Council does not have sufficient information to ascertain the extent to which 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

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

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

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

Floodplain Risk Management Study

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

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

ITEM 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 not adopted a policy to restrict development of the subject land because of the likelihood of bushfire hazard.

Tidal Inundation:

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

Subsidence:

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

Acid Sulfate Soils:

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

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 not identified as bush fire prone land in accordance with the Bush Fire Prone Land map certified in accordance with Section 10.3(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 does not apply 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



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

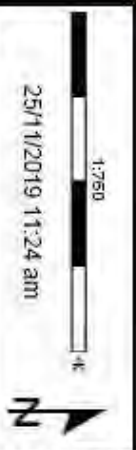
Sewer Network Report

Owners: The Owners Strata Plan 100349

Lot & DP- //100349
Land No: 94789



Civil and Cultural Centre
3 Turnbull Road
PO Box 8161
Murrumbidgee NSW 2484
T | (02) 6670 2400 | (02) 292 6722 F | (02) 6670 2428
W | www.mweed.nsw.gov.au



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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
	SPM Manhole
	Metering Point
	Emergency Storage Tanks
	Rodding Eye
	Scour Valve
	Lamp-hole
	Vacuum Chamber
	Vent Stack
	Reducer
	Sewer Vacuum Mains
	Pipe Diameter 0 - 100mm
	Pipe Diameter 110 - 160mm
	Sewer Rising Mains Location
	Sewer Gravity Mains Location
	0 - 200
	225 - 600
	700 - 900
	Sewer Service Connection
	Sewer DSP
	Sewer Basin