

# Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	<b>LS Properties</b> <b>PO Box 1487, Kingscliff NSW 2487</b> <b>Email: lorna@lsproperties.com.au</b>	<b>Phone: 0408 337 122</b> <b>Ref: Lorna Savage</b>
co-agent		
vendor	<b>13 Callistemon Avenue, Casuarina NSW 2487</b>	
vendor's solicitor	<b>SP Garrett Lawyers</b> <b>Suite 3, 130 Jonson Street, Byron Bay NSW 2481</b> <b>Email: taylor@spgarrett.com.au</b>	<b>Phone: 02 6681 6334</b> <b>Ref: MLD:2023007</b>
date for completion	<b>42nd day after the contract date (clause 15)</b>	
land (address, plan details and title reference)	<b>13 Callistemon Avenue, Casuarina NSW 2487</b> <b>Lot 165 in Deposited Plan 1201995</b> <b>Folio Identifier 165/1201995</b>	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Swimming pool, shed	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

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

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

buyer's agent

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

## SIGNING PAGE

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

### Choices

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

NO  yes

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

PEXA  
 NO  yes

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

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

**Land tax** is adjustable

NO  yes

**GST:** Taxable supply

NO  yes in full  yes to an extent

Margin scheme will be used in making the taxable supply

NO  yes

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

not made in the course or furtherance of an enterprise that the vendor carries on section 9-5(b))

by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))

GST-free because the sale is the supply of a going concern under section 38-325

GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O

input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

Purchaser must make an *GSTRW payment*  
(GST residential withholding payment)

NO  yes (if yes, vendor must provide details)

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

## List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land	<input type="checkbox"/> 33 property certificate for strata common property
<input checked="" type="checkbox"/> 2 plan of the land	<input type="checkbox"/> 34 plan creating strata common property
<input type="checkbox"/> 3 unregistered plan of the land	<input type="checkbox"/> 35 strata by-laws
<input type="checkbox"/> 4 plan of land to be subdivided	<input type="checkbox"/> 36 strata development contract or statement
<input type="checkbox"/> 5 document to be lodged with a relevant plan	<input type="checkbox"/> 37 strata management statement
<input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979	<input type="checkbox"/> 38 strata renewal proposal
<input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)	<input type="checkbox"/> 39 strata renewal plan
<input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)	<input type="checkbox"/> 40 leasehold strata - lease of lot and common property
<input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)	<input type="checkbox"/> 41 property certificate for neighbourhood property
<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"/> 42 plan creating neighbourhood property
<input type="checkbox"/> 11 <i>planning agreement</i>	<input type="checkbox"/> 43 neighbourhood development contract
<input type="checkbox"/> 12 section 88G certificate (positive covenant)	<input type="checkbox"/> 44 neighbourhood management statement
<input type="checkbox"/> 13 survey report	<input type="checkbox"/> 45 property certificate for precinct property
<input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i>	<input type="checkbox"/> 46 plan creating precinct property
<input type="checkbox"/> 15 occupation certificate	<input type="checkbox"/> 47 precinct development contract
<input type="checkbox"/> 16 lease (with every relevant memorandum or variation)	<input type="checkbox"/> 48 precinct management statement
<input type="checkbox"/> 17 other document relevant to tenancies	<input type="checkbox"/> 49 property certificate for community property
<input type="checkbox"/> 18 licence benefiting the land	<input type="checkbox"/> 50 plan creating community property
<input type="checkbox"/> 19 old system document	<input type="checkbox"/> 51 community development contract
<input type="checkbox"/> 20 Crown purchase statement of account	<input type="checkbox"/> 52 community management statement
<input type="checkbox"/> 21 building management statement	<input type="checkbox"/> 53 document disclosing a change of by-laws
<input checked="" type="checkbox"/> 22 form of requisitions	<input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement
<input checked="" type="checkbox"/> 23 <i>clearance certificate</i>	<input type="checkbox"/> 55 document disclosing a change in boundaries
<input type="checkbox"/> 24 land tax certificate	<input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015
<b>Home Building Act 1989</b>	<input type="checkbox"/> 57 information certificate under Community Land Management Act 2021
<input checked="" type="checkbox"/> 25 insurance certificate	<input type="checkbox"/> 58 disclosure statement - off-the-plan contract
<input type="checkbox"/> 26 brochure or warning	<input type="checkbox"/> 59 other document relevant to off-the-plan contract
<input type="checkbox"/> 27 evidence of alternative indemnity cover	<b>Other</b>
<b>Swimming Pools Act 1992</b>	<input type="checkbox"/> 60
<input checked="" type="checkbox"/> 28 certificate of compliance	
<input checked="" type="checkbox"/> 29 evidence of registration	
<input type="checkbox"/> 30 relevant occupation certificate	
<input type="checkbox"/> 31 certificate of non-compliance	
<input type="checkbox"/> 32 detailed reasons of non-compliance	

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

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

### **Cooling off period (purchaser's rights)**

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

### **DISPUTES**

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

### **AUCTIONS**

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

## WARNINGS

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

<b>APA Group</b> <b>Australian Taxation Office</b> <b>Council</b> <b>County Council</b> <b>Department of Planning and Environment</b> <b>Department of Primary Industries</b> <b>Electricity and gas</b> <b>Land and Housing Corporation</b> <b>Local Land Services</b>	<b>NSW Department of Education</b> <b>NSW Fair Trading</b> <b>Owner of adjoining land</b> <b>Privacy</b> <b>Public Works Advisory</b> <b>Subsidence Advisory NSW</b> <b>Telecommunications</b> <b>Transport for NSW</b> <b>Water, sewerage or drainage authority</b>
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If you think that any of these matters affects the property, tell your solicitor.
2. **A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.**
3. **If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.**
4. **If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.**
5. **The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.**
6. **Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.**
7. **If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).**
8. **The purchaser should arrange insurance as appropriate.**
9. **Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.**
10. **A purchaser should be satisfied that finance will be available at the time of completing the purchase.**
11. **Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.**
12. **Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.**

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

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

1.1	In this contract, these terms (in any form) mean –
	<i>adjustment date</i> the earlier of the giving of possession to the purchaser or completion;
	<i>adjustment figures</i> details of the adjustments to be made to the price under clause 14;
	<i>authorised Subscriber</i> a <i>Subscriber</i> (not being a <i>party's solicitor</i> ) named in a notice <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"> <li>• the issuer;</li> <li>• the expiry date (if any); and</li> <li>• the amount;</li> </ul>
	<i>depositholder</i> vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
	<i>discharging mortgagee</i> any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
	<i>document of title</i> document relevant to the title or the passing of title;
	<i>ECNL</i> the Electronic Conveyancing National Law (NSW);
	<i>electronic document</i> a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
	<i>electronic transaction</i> a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
	<i>electronic transfer</i> a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
	<i>FRCGW percentage</i> the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
	<i>FRCGW remittance</i> a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</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 <sup>th</sup> if not);
	<i>incoming mortgagee</i> any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
	<i>legislation</i> an Act or a by-law, ordinance, regulation or rule made under an Act;
	<i>manual transaction</i> a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
	<i>normally</i> subject to any other provision of this contract;
	<i>participation rules</i> the participation rules as determined by the <i>ECNL</i> ;
	<i>party</i> each of the vendor and the purchaser;
	<i>property</i> the land, the improvements, all fixtures and the inclusions, but not the exclusions;
	<i>planning agreement</i> a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
	<i>populate</i> to complete data fields in the <i>Electronic Workspace</i> ;



<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

## 2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
  - 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
  - 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
  - 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
  - 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

## 3 Deposit-bond

- 3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
  - 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
  - 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.

- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
- 3.9 The vendor must give the purchaser any original *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
- 4.1.2 a *party serves* a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 each *party* must –
- bear equally any disbursements or fees; and
  - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 4.2.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.
- 4.3 The *parties* must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
- 4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must *within 7 days* of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
- 4.7.2 create and *populate* an *electronic transfer*;
- 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
- 4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 4.11 Before completion, the *parties* must ensure that –
- 4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 4.11.2 all certifications required by the *ECNL* are properly given; and
- 4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

## 5 Requisitions

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

## 6 Error or misdescription

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

## 7 Claims by purchaser

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

## 8 Vendor's rights and obligations

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

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *servicing* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.
- 9 Purchaser's default**
- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *servicing* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.
- 10 Restrictions on rights of purchaser**
- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

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

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

## 14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
  - the land was not subject to a special trust or owned by a non-concessional company; and
  - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

## 15 Date for completion

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

## 16 Completion

### • Vendor

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

### • Purchaser

- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

## 17 Possession

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

**18 Possession before completion**

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

**19 Rescission of contract**

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

**20 Miscellaneous**

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);
- 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
- 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
- 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;
- 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
- 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
- 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

## 21 Time limits in these provisions

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

## 22 Foreign Acquisitions and Takeovers Act 1975

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

## 23 Strata or community title

### • Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
  - a change from a development or management contract or statement set out in this contract; or
  - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
  - due to fair wear and tear;
  - disclosed in this contract; or
  - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.



- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

## 24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

**26 Crown purchase money**

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.  
 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.  
 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.  
 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.

**27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

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

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

### 30 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

### 31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

**32 Residential off the plan contract**

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
  - 32.3.2 the claim for compensation is not a claim under this contract.

13 CALLISTEMON AVE CASUARINA NSW 2481

## SPECIAL CONDITIONS TO CONTRACT FOR SALE AND PURCHASE OF LAND

<b>BETWEEN</b>	
<b>AND</b>	
<b>PROPERTY</b>	<b>13 Callistemon Avenue, Casuarina NSW 2487</b>

The terms and conditions of the printed Contract (pages 4 to 19 are deemed to be included in the Contract) to which these Special Conditions are annexed shall be read subject to these Special Conditions. If there is a conflict between the printed Contract and these Special Conditions then these Special Conditions shall prevail. In the interpretation of these Special Conditions words importing the singular number or plural number shall include the plural number and singular number respectively and words importing any gender shall include any other gender.

### 1. Rescission

(a) If a party to this Contract is an individual who before completion:-

- (i) dies; or
- (ii) becomes mentally ill;

then either party may rescind this Contract by serving notice on the other party whereupon provisions of Clause 19 hereof shall apply; or

(b) If a party to this Contract is:-

- (i) an individual who before completion is declared bankrupt; or
- (ii) a Corporation and before completion;
  - (A) it enters into a Scheme;
  - (B) it makes any Arrangement for the benefit of creditors;
  - (C) an Order is made to wind-up the party;
  - (D) a Liquidator, Administrator or Official Manager is appointed in respect of the party;
  - (E) a Mortgagee enters into possession of all or a substantial part of the assets of the party;
  - (F) it is deemed by any relevant legislation to be unable to pay its debts;  
or
  - (G) a Receiver, Receiver and Manager or Agent of a Mortgagee is appointed to all or a substantial part of the assets of the party;

then that party shall be deemed to be in default hereunder.

- (c) The Purchaser warrants that the Purchaser has the legal capacity to enter into this Contract.

## **2. Whole Agreement**

Notwithstanding any other provision of this contract, the parties agree that this contract contains all promises, representations, warranties or undertakings made or given in relation to the property. The parties further agree that no promise, representation, warranty, undertaking or condition shall be deemed to be implied in this contract or to arise between the parties by way of collateral or other agreement or by reason of any promise, representation, warranty or undertaking given or made by any party to the other on or prior to the date of this contract. The existence of any such implication or collateral or other agreement is hereby expressly negated.

## **3. Trade Practice Exclusion, Condition Warranty Exclusion**

It is hereby acknowledged that:-

- (a) The Purchaser has not been induced to enter into this Contract by any statement made or given by or on behalf of the Vendor;
- (b) The Purchaser has relied entirely upon suitable enquiries and inspection as to the condition of the property before entering into this Contract;
- (c) The property is purchased in its present state and condition;

AND the Purchaser agrees not to rescind, make any objection requisition or claim for compensation in relation to any of the foregoing matters.

## **4. Notice to Complete**

- (a) If completion does not take place as provided herein then either party may forthwith give to the other fourteen (14) days' notice in writing to complete and making time of the essence of this Contract. Neither party shall be entitled to object to the sufficiency or adequacy of the period of such notice and they hereby acknowledge that fourteen (14) days' notice shall be sufficient and adequate as to time.
- (b) In the event the Vendor issues a Notice to Complete the Purchaser shall pay to the Vendor as liquidated damages on completion in addition to the balance of the purchase money and any other monies payable to the Vendor the sum of \$385.00 (inclusive of GST) to cover, legal costs and other expenses incurred as a consequence of the delay, as a genuine pre estimate of those additional expenses.

## **5. Interest payable for delay in completion**

If the purchaser shall not complete this purchase by the completion date, without default by the vendor, the purchaser shall pay to the vendor on completion, in addition to the balance purchase money, an amount calculated as eight per cent (8%) interest on the balance purchase money, computed at a daily rate from the day immediately after the date for completion to the day on which this sale actually is completed. It is agreed that this amount is a genuine pre-estimate of the vendor's loss of interest for the purchase money and liability for rates and outgoings.

## **6. Claims by Purchaser**

- (a) Notwithstanding any other provision in this Contract to the contrary, the words "5% of the price" shall be deleted from sub-clause 7.1.1 and replaced with the words "1% of the price".
- (b) Notwithstanding the provisions of Clauses 6 and 7, the parties expressly agree that any claim for compensation and/or any objection by the Purchaser shall be deemed to be a requisition for the purposes of Clause 8 entitling the Vendor to rescind this Contract.

## **7. Amendments to the standard Contract**

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

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

## **8. Alterations to Contract**

Each party authorises their legal representative (whether a solicitor or conveyancer) or any employee of that legal representative to make alterations to this Contract including the addition of annexures after execution up until the date of this Contract and any such alterations shall be binding upon the party deemed hereby to have authorised the same and any annexure so added shall form part of this Contract as if same was annexed prior to the Contract being executed.

## **9. Indemnity against Commission**

The Purchaser agrees to indemnify the Vendor against any commission or costs by any real estate agent who establishes that the Purchaser was introduced to the Vendor or to the property, other than the agent noted on the front of the Contract. This Special Condition shall not merge on completion.

## **10. Purchase subject to existing services**

Notwithstanding anything contained herein the Purchaser shall take title subject to the existing water, sewerage, drainage, gas, electricity and other installations and services and shall not make any objection thereto or make any requisitions or claim for any compensation in respect thereof on the ground that any connection passes through any other property or that any connection to any other property passes through the property hereby sold (herein called "the Property"). Furthermore, should any water or sewerage main or any underground or surface stormwater pipe pass through over or under the Property (or should any sewer manhole or vent be on the Property), the Purchaser shall not make any objection thereto or make any requisition or claim any compensation in respect thereof.



## **11. Searches and enquiries**

Prior to making this contract, the Purchaser shall be deemed to have made all necessary enquiries regarding any of the matters referred to in Schedule 1 of the Conveyancing (Sale of Land) Regulations 2022 (NSW) and the manner in which the land may or may not be affected thereby and, without limiting the generality hereof, any other restriction or prohibition whether statutory or otherwise as to the permitted developments on the property or the use to which the property may be put AND the Purchaser cannot make a claim or objection or requisition about such matters.

## **12. Release of deposit**

In the event that the Vendor is proposing to purchase another property and requires the deposit paid under this Contract to be released, the Purchaser hereby authorises such release subject to the following conditions:-

- (a) the deposit must be placed in the trust account of the real estate agent or Vendor's solicitor in such subsequent purchase;
- (b) the deposit must not be released to the Vendor in such subsequent purchase; and
- (c) the Contract in relation to such subsequent purchase must contain a Special Condition making completion of that Contract conditional upon completion of this Contract.

## **13. Requisitions**

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

## **14. Sewer plans**

Pursuant to Schedule 1 Part 1 clause 2 of the Conveyancing (Sale of Land) Regulation 2022 (NSW), the Purchaser recognises that the sewerage documentation provided in the Contract was the only documentation made available from the authority in the ordinary course of administration. As such, the Purchaser relies solely on their own enquiries in this regard and agrees to make no claims nor requisitions for the absence of any documentation in relation to the sewerage.

## **15. Guarantee for corporate purchaser**

In consideration of the Vendor contracting with the corporate Purchaser, \_\_\_\_\_ (*name of corporate purchaser*) the Director/s of the corporate Purchaser, as is evidenced by the Director's execution hereof, guarantee the performance by the Purchaser of all of the Purchaser's obligations under the Contract and indemnify the Vendor against any cost or loss whatsoever arising as a result of the default by the Purchaser in performing its obligations under this Contract for whatever reason. The Vendor may seek to recover any loss from the guarantor before seeking recovery from the Purchaser and any settlement or compromise with the Purchaser will not release the guarantor from the obligation to pay

any balance that may be owing to the Vendor. This guarantee is binding on the guarantors their executors, administrators and assigns and the benefit of the guarantee is available to any assignee of the benefit of this Contract by the Vendor.

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Name of Director:

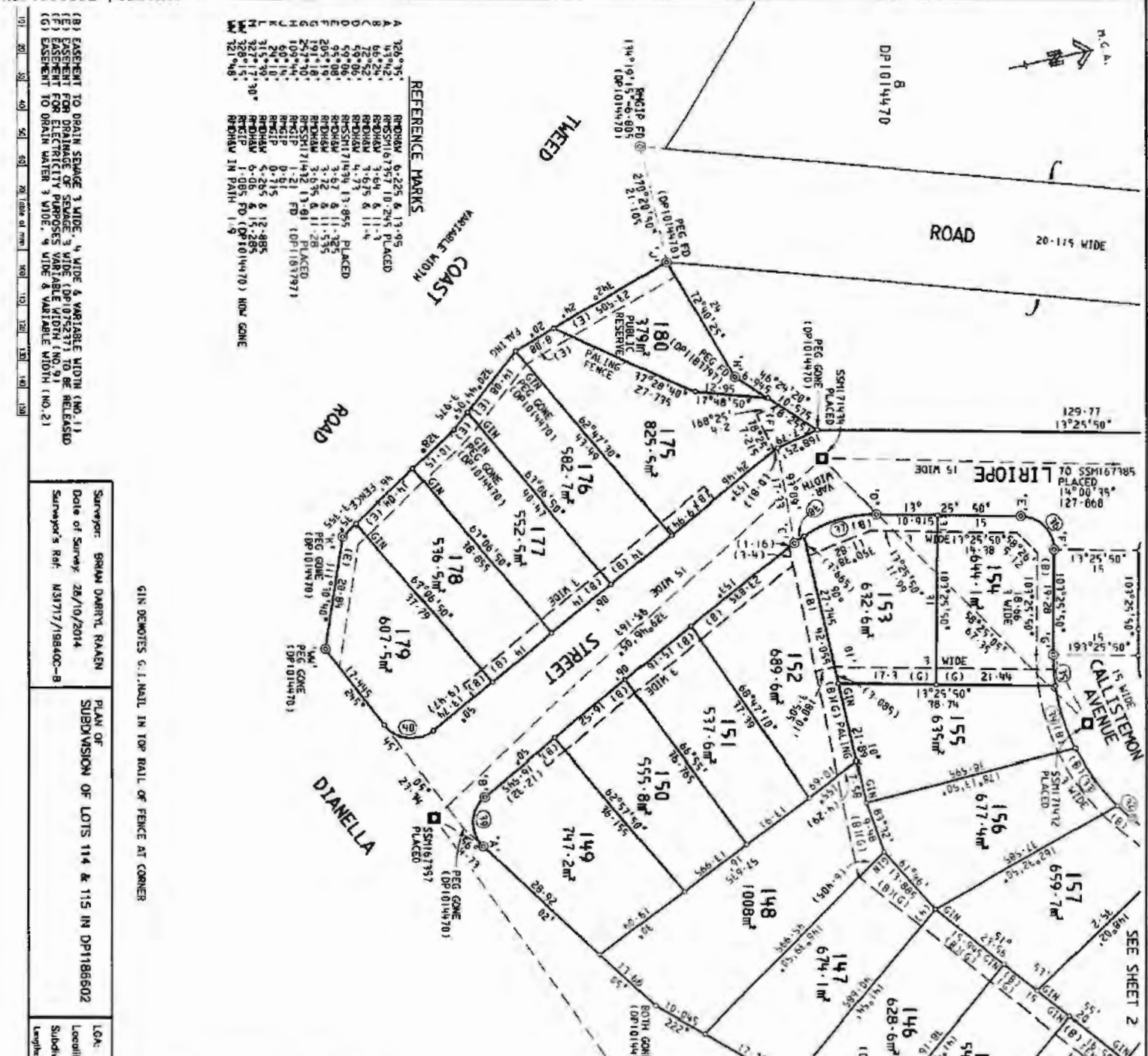
Name of Director:

.....

.....

.....  
**Vendor**

.....  
**Purchaser**



- A 126°35' RHDRAW 6-225 & 13-95
- B 43°42' RRESS1167357 10-245 PLACED
- C 66°24' RHDRAW 3-64 & 11-3
- D 72°52' RHDRAW 3-675 & 11-4
- E 59°06' RHDRAW 4-73
- F 59°06' RHDRAW 14-94 13-955 PLACED
- G 205°08' RHDRAW 3-62 & 11-555
- H 191°18' RHDRAW 3-655 & 11-28
- I 109°44' RRESS1171432 13-91 PLACED
- J 60°14' RHDRAW 0-91
- K 315°21'30" RHDRAW 5-265 & 13-985
- L 326°15' RHDRAW 1-085 FD (DP1014470) ROW GONE
- M 321°48' RHDRAW IN PATH 1-9

Surveyor: BRIAN DARRYL RAAEN  
 Date of Survey: 26/10/2014  
 Surveyor's Ref: N31717/SB400-B

PLAN OF SUBDIVISION OF LOTS 114 & 115 IN DP1186602

Loc: THEED  
 Locality: CASUARINA  
 Subdivision No: SC14/00035  
 Length one to match: Reduction Ratio: 1:500

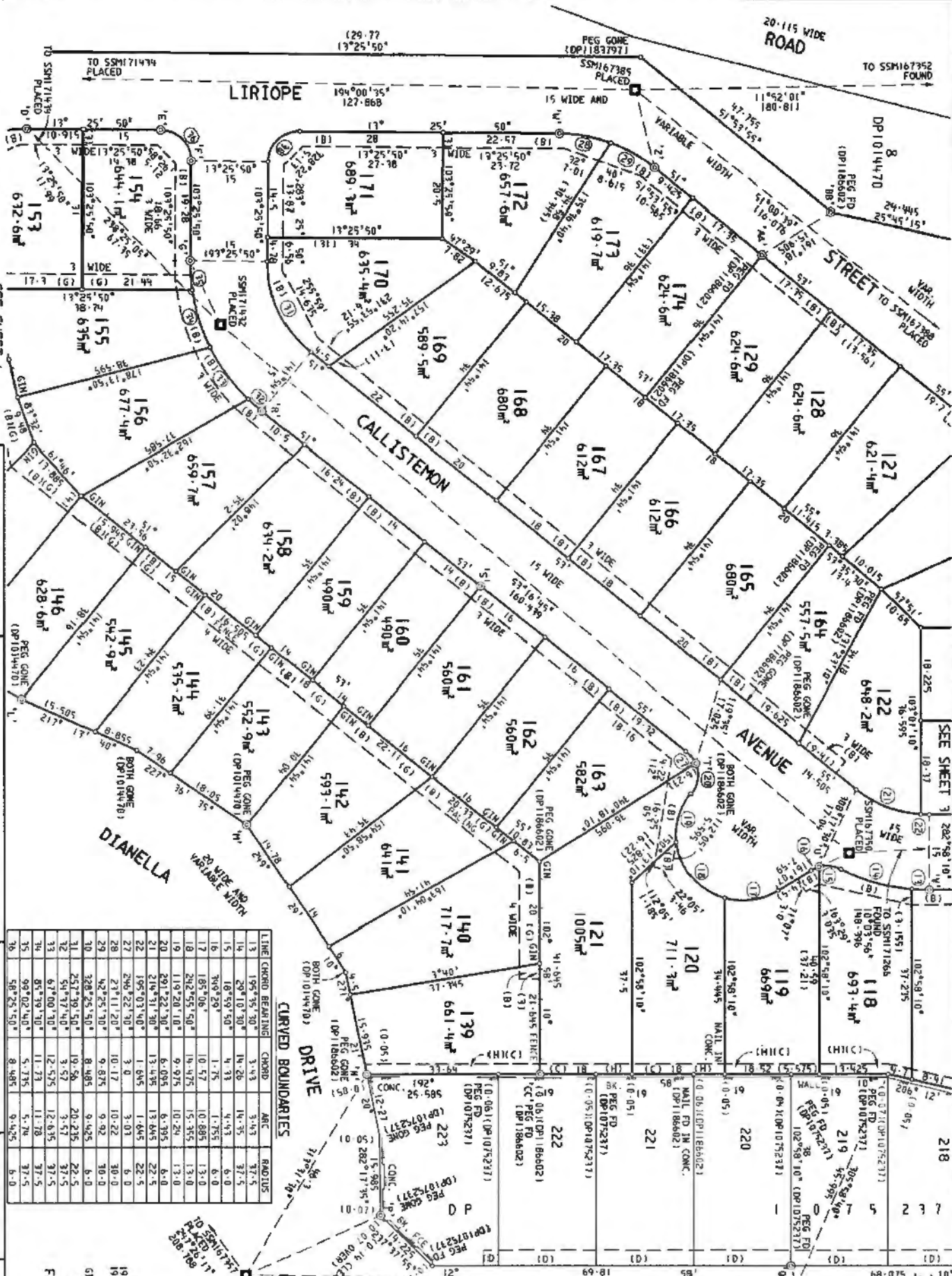
Registered  
 16.1.2015

DP1201995

GIN DEMONIES G.I. MAIL IN TOP RAIL OF FENCE AT CORNER

MARK	E	N	CLASS	ORDER	METHOD	ORIGIN
SS190432	5560173.244	6869995.609	C	1	FROM SCINS	SCINS
SS190670	5560079.686	6870099.428	C	1	FROM SCINS	SCINS
SS190686	556142.500	6870227.225	C	1	FROM SCINS	SCINS
SS1167352	5559000.723	6870298.616	D	N/A	CAD TRAV	FOUND
SS117266	5560044.445	6870274.927	D	N/A	CAD TRAV	FOUND
SS1167350	556018.521	6870128.866	D	N/A	CAD TRAV	PLACED
SS1167357	5558800.508	6870121.732	D	N/A	CAD TRAV	PLACED
SS1167385	5559863.558	6870194.738	D	N/A	CAD TRAV	PLACED
SS1167388	5559953.746	6870032.976	D	N/A	CAD TRAV	PLACED
SS1171932	5558899.965	6870032.976	D	N/A	CAD TRAV	PLACED
SS1171939	5558932.611	6869997.217	D	N/A	CAD TRAV	PLACED

LINE	CHORD BEARING	CHORD	ARC	RADIUS
32	54°37'40"	3.57	1-57	37.5
33	87°00'10"	12.575	12-675	37.5
34	85°39'30"	11.73	11-78	37.5
35	99°02'40"	5.735	5-74	37.5
36	58°25'50"	8.485	9-425	6-0
37	76°03'10"	13.44	13-65	22.5
38	315°53'40"	2.185	2-185	22.5
39	284°24'16"	8.499	18-165	6-0
40	194°24'50"	8.615	9-7	6-0



LINE	CHORD BEARING	CHORD	ARC	RADIUS
13	195° 55' 30"	3.43	3.43	37.5
14	29° 10' 30"	14.26	14.35	37.5
15	168° 59' 50"	4.73	4.93	6.0
16	74° 29'	1.75	1.75	6.0
17	185° 06'	10.57	10.885	13.0
18	242° 55' 50"	14.975	15.365	13.0
19	119° 20' 10"	9.975	10.24	13.0
20	28° 22' 30"	6.055	6.395	6.0
21	216° 31' 30"	13.435	13.645	6.0
22	195° 03' 40"	1.645	1.645	22.5
23	246° 22' 30"	3.0	3.0	30.0
24	274° 11' 20"	10.17	10.22	30.0
28	42° 25' 30"	9.875	9.92	70.0
29	42° 25' 30"	8.985	9.425	6.0
30	328° 25' 50"	19.56	20.235	22.5
31	252° 39' 50"	3.57	3.57	37.5
32	54° 37' 40"	12.575	12.675	37.5
33	67° 00' 30"	11.73	11.78	37.5
34	67° 39' 30"	5.735	5.74	37.5
35	99° 02' 40"	8.485	8.485	6.0

FOR REFERENCE MARKS  
 SEE SHEET 1

CONNECTION  
 X - Y  
 X - Y  
 SSM167385 - SSM167382  
 195° 36' 48" 242° 31' NE  
 195° 36' 48" 242° 31' NE  
 GIN DENOTES G.I. MAIL IN TOP  
 BALL OF FENCE AT CORNER

(B) EASTMENT TO DRAIN SEWAGE 3 WIDE, 4 WIDE & VARIABLE WIDTH (NO.11)  
 (C) EASTMENT FOR SUPPORT 2 WIDE (NO.7)  
 (D) EASTMENT FOR DRAINAGE OF SEWAGE 3 WIDE (OP1075237)  
 (E) EASTMENT TO DRAIN WATER 1 WIDE, 4 WIDE & VARIABLE WIDTH (NO.21)  
 (F) RESTRICTION ON USE OF LAND 2 WIDE (NO.5)  
 (G) RESTRICTION ON USE OF LAND 2 WIDE (NO.5)

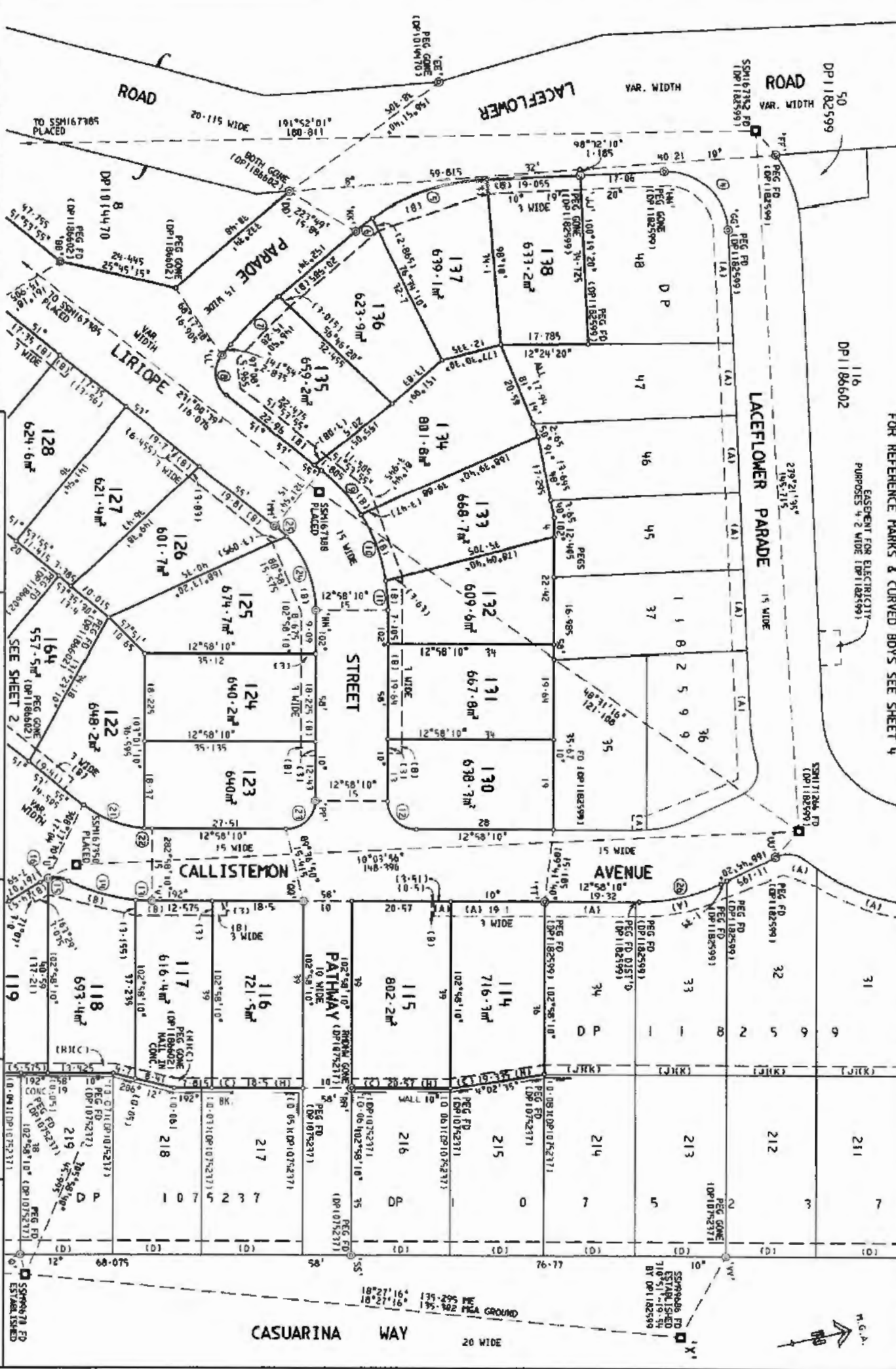
Surveyor: BRIAN DARRELL RAAEN  
 Date of Survey: 28/10/2014  
 Surveyor's Ref: M31717/1984DC-8

PLAN OF SUBDIVISION OF LOTS 114 & 115 IN DP1186502

LGA: TWYED  
 Locality: CASUARINA  
 Subdivision No: S714/0335  
 Length: see the contract. Schedule Page 2: 500

Registered  
 16.1.2015

DP1201995



- A) EASEMENT TO DRAIN SEWAGE 3 WIDE, 3.5 WIDE AND VARIABLE WIDTH (DP1182599)
- B) EASEMENT FOR SUPPORT 2 WIDE (NO. 7)
- C) EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE (DP1075217)
- D) RESTRICTION ON USE OF LAND 2 WIDE (NO. 8)
- E) RESTRICTION ON USE OF LAND 2 WIDE (DP1182599)
- F) RESTRICTION ON USE OF LAND 2 WIDE (DP1182599)
- G) RESTRICTION ON USE OF LAND 2 WIDE (DP1182599)
- H) RESTRICTION ON USE OF LAND 2 WIDE (DP1182599)
- I) RESTRICTION ON USE OF LAND 2 WIDE (DP1182599)
- J) RESTRICTION ON USE OF LAND 2 WIDE (DP1182599)

Surveyor: BRIAN DARRYL RAAEN  
 Date of Survey: 28/10/2014  
 Surveyor's Ref: M31717/188400-B

PLAN OF SUBDIVISION OF LOTS 114 & 115 IN DP1186602  
 SEE SHEET 2

LGA: THEED  
 Locality: CASUARINA  
 Subdivision No: SC14/0035  
 Lengths are in metres. Reduction Ratio: 500

Registered  
 18.1.2015

DP1201995

SSM167188 FD ESTABLISHED

SSM167188 FD ESTABLISHED

SSM167188 FD ESTABLISHED

SSM167188 FD ESTABLISHED

SSM167188 FD ESTABLISHED

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SSM167188 FD ESTABLISHED

SSM167188 FD ESTABLISHED

SSM167188 FD ESTABLISHED

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

**REFERENCE MARKS (SHEET 2)**

O	59°06'	PROJUV	4.73	13.895	PLACED
D	05°08'	PROJUV	3.67	4.1325	
E	205°19'	PROJUV	3.72	11.535	
F	191°18'	PROJUV	4.535	11.20	
G	257°19'	PROJUV	1.42	13.81	PLACED
H	315°39'	PROJUV	5.265	12.885	
I	352°47'	PROJUV	3.895	FD (DP1075237)	HDM GONE
J	17°40'	PROJUV	6.13	4.495	FD (DP1075237)
K	269°44'	PROJUV	3.66	11.28	
L	144°46'	PROJUV	3.645	11.27	
M	142°23'	PROJUV	3.645	11.27	
N	191°49'	PROJUV	3.645	11.27	
O	107°10'	PROJUV	3.635	11.295	
P	107°10'	PROJUV	3.635	11.27	
Q	138°48'30"	PROJUV	3.6	8.12435	
R	48°45'	PROJUV	3.935	15.64	PLACED
S	140°31'	PROJUV	3.935	11.275	TR CUTTER
T	191°26'	PROJUV	0.55	FD (DP1186602)	
U	101°18'	PROJUV	1.205	FD (DP1186602)	

**CURVED BOUNDARIES (SHEET 3)**

LINE	COORD BEARING	CHECKED	ARC	RADIUS
4	235°19'20"	17-08	9-035	12.5
5	174°18'20"	28-085	25-215	45-0
6	335°23'30"	4-044	9-044	45-0
7	149°11'	13-045	13-065	15-0
8	46°55'	8-085	9-025	5-0
9	49°26'30"	12-043	12-09	11-5
10	282°18'	14-075	14-17	11-5
11	270°15'00"	6-18	6-165	11-5
12	237°58'10"	8-085	9-025	5-0
13	195°36'10"	3-043	3-043	11-5
14	207°10'30"	14-26	14-35	11-5
15	187°50'00"	4-13	4-043	5-0
16	340°20'	1-75	1-755	5-0
21	214°31'30"	13-045	13-065	22-5
22	195°03'00"	1-045	1-045	22-5
23	327°58'10"	8-085	9-025	5-0
24	81°50'30"	15-065	16-065	22-5
25	55°50'30"	3-2	3-2	22-5
26	350°51'00"	17-0	17-16	11-5

**REFERENCE MARKS (SHEET 3)**

O	269°44'	PROJUV	4.965	FD (DP1075237)	
U	157°18'30"	PROJUV	1.705	6-955	PLACED
V	117°10'	PROJUV	3.635	8.11295	
W	141°28'	PROJUV	0.55	FD (DP1186602)	
DD	251°27'30"	PROJUV	3.74	6.11495	
EE	1°10'30"	PROJUV	5.94	FD (DP1075237)	
FF	24°25'	PROJUV	6.17	FD (DP1075237)	
GG	13°11'	PROJUV	7.925	FD (DP1075237)	
HH	119°42'	PROJUV	3.465	FD (DP1182599)	
II	185°25'	PROJUV	3.465	FD (DP1182599)	
JJ	103°38'	PROJUV	3.46	11-415	FD (DP1182599)
KK	95°47'30"	PROJUV	4.195	6.11425	FD (DP1182599)
LL	41°13'	PROJUV	3.565	8.234	
MM	154°49'	PROJUV	3.895	11.065	PLACED
NN	154°49'	PROJUV	3.895	11.262	
OO	187°50'	PROJUV	3.825	11.33	
PP	110°50'	PROJUV	1.67	11.35	
RR	31°59'	PROJUV	4.5	FD (DP1075237)	
SS	12°48'	PROJUV	2.065	FD (DP1075237)	
TT	113°14'	PROJUV	3.605	8.11325	FD (DP1182599)
UU	84°29'	PROJUV	1.73	FD (DP1182599)	
VV	184°08'	PROJUV	1.292	FD (DP1075237)	

Surveyor: BRIAN DARRYL RAEMEN  
 Date of Survey: 28/10/2014  
 Surveyor's Ref: M31717/198400-8

PLAN OF SUBDIVISION OF LOTS 114 & 115 IN DP1186602


Locality: CASUARINA  
 Subdivision No: S014/0035  
 Lamps on 5 metres. Reducer Ratio: 1:500



DP1201995

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 4 sheet(s)

<p style="text-align: right;">Office Use Only</p> <p>Registered:  16.1.2015</p> <p>Title System: TORRENS</p> <p>Purpose: SUBDIVISION</p>	<p style="text-align: right;">Office Use Only</p> <h1 style="text-align: center;">DP1201995</h1>
<p><b>PLAN OF SUBDIVISION OF LOTS 114 &amp; 115 IN DP1186602</b></p>	<p>LGA: TWEED                  Locality: CASUARINA                  Parish: CUDGEN                  County: ROUS</p>
<p><del>Crown Lands NSW/Western Lands Office Approval</del></p> <p><del>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.</del></p> <p><del>Signature: .....</del></p> <p><del>Date: .....</del></p> <p><del>File Number: .....</del></p> <p><del>Office: .....</del></p>	<p style="text-align: center;">Survey Certificate</p> <p>I, <b>BRIAN DARRYL RAAEN</b> .....                  of <b>B &amp; P Surveys, PO Box 46, Murwillumbah, NSW, 2484</b> .....                  a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p><i>*(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on 28/10/2014</i> .....</p> <p><i>*(b) The part of the land shown in the plan (<del>being</del> excluding <sup>Δ</sup> ..... ) was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on, ..... the part not surveyed was compiled in accordance with that Regulation.</i></p> <p><i>*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012.</i></p> <p>Signature: <i>B. Raaen</i> ..... Dated: <i>9/12/14</i> .....</p> <p>Surveyor ID: 1881.....</p> <p>Datum Line: 'X' - 'Y' .....</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Steep-Mountainous.</p> <p><i>*Strike through if inapplicable.</i></p> <p><i>*Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</i></p>
<p style="text-align: center;">Subdivision Certificate</p> <p>I, <i>Raymond Musgrave</i> .....                  *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.</p> <p>Signature: <i>R. Musgrave</i> .....</p> <p>Accreditation number: .....</p> <p>Consent Authority: <b>TWEED SHIRE COUNCIL</b> .....</p> <p>Date of endorsement: <b>16.12.14</b> .....</p> <p>Subdivision Certificate number: <b>SC14/0035</b> .....</p> <p>File number: DA09/0661 .....</p> <p><i>*Strike through if inapplicable.</i></p>	<p>Plans used in the preparation of survey/compilation.</p> <p>DP1014470 DP1031933 DP1042119 DP1075237                  DP1182599 DP1182600 DP1183797 DP1186602</p> <p style="text-align: center;">If space is insufficient continue on PLAN FORM 6A</p>
<p>Statements of intention to dedicate public roads, public reserves and drainage reserves.</p> <p><b>IT IS INTENDED TO DEDICATE LIRIOPE STREET, THE PATHWAY AND THE EXTENSION OF CALLISTEMON AVENUE &amp; LACEFLOWER PARADE, TO THE PUBLIC AS PUBLIC ROAD.</b></p> <p><b>IT IS INTENDED TO DEDICATE LOT 180 AS A PUBLIC RESERVE.</b></p>	<p>Surveyor's Reference: M31717/19840C-B</p>
<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	


PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

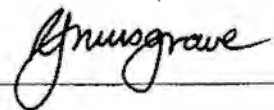
DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet(s)

<p style="text-align: right;">Office Use Only</p> <p>Registered:  16.1.2015</p> <p><b>PLAN OF SUBDIVISION OF LOTS 114 &amp; 115 IN DP1186602</b></p> <p>Subdivision Certificate number: <u>SC1410035</u></p> <p>Date of Endorsement: <u>16.12.14</u></p>	<p style="text-align: right;">Office Use Only</p> <p style="font-size: 2em; text-align: center;"><b>DP1201995</b></p> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> <li>• A schedule of lots and addresses - See 60(c) SSI Regulation 2012</li> <li>• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li> <li>• Signatures and seals- see 195D Conveyancing Act 1919</li> <li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Lot	Street Number	Street Name	Street Type	Locality
114	36	Callistemon	Crescent	Casuarina
115	34	Callistemon	Crescent	Casuarina
116	32	Callistemon	Crescent	Casuarina
117	30	Callistemon	Crescent	Casuarina
118	28	Callistemon	Crescent	Casuarina
119	26	Callistemon	Crescent	Casuarina
120	24	Callistemon	Crescent	Casuarina
121	22	Callistemon	Crescent	Casuarina
122	17	Callistemon	Crescent	Casuarina
123	34	Liriope	Street	Casuarina
124	32	Liriope	Street	Casuarina
125	30	Liriope	Street	Casuarina
126	28	Liriope	Street	Casuarina
127	26	Liriope	Street	Casuarina
128	24	Liriope	Street	Casuarina
129	22	Liriope	Street	Casuarina
130	37	Liriope	Street	Casuarina
131	35	Liriope	Street	Casuarina
132	33	Liriope	Street	Casuarina
133	31	Liriope	Street	Casuarina
134	29	Liriope	Street	Casuarina
135	97	Laceflower	Parade	Casuarina
136	95	Laceflower	Parade	Casuarina
137	93	Laceflower	Parade	Casuarina
138	91	Laceflower	Parade	Casuarina
139	22	Dianella	Drive	Casuarina
140	24	Dianella	Drive	Casuarina
141	26	Dianella	Drive	Casuarina
142	28	Dianella	Drive	Casuarina
143	30	Dianella	Drive	Casuarina
144	32	Dianella	Drive	Casuarina
145	34	Dianella	Drive	Casuarina
146	36	Dianella	Drive	Casuarina
147	38	Dianella	Drive	Casuarina
148	40	Dianella	Drive	Casuarina

If space is insufficient use additional annexure sheet



Surveyor's Reference: M31717/19840C-B



PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

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**DEPOSITED PLAN ADMINISTRATION SHEET**

Sheet 3 of 4 sheet(s)

Office Use Only

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Registered:  16.1.2015

**PLAN OF SUBDIVISION OF LOTS 114 & 115  
 IN DP1186602**

**DP1201995**

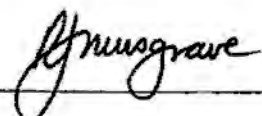
Subdivision Certificate number: SC14/0035  
 Date of Endorsement: 16.12.14

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

Lot	Street Number	Street Name	Street Type	Locality
149	2	Liriope	Street	Casuarina
150	4	Liriope	Street	Casuarina
151	6	Liriope	Street	Casuarina
152	8	Liriope	Street	Casuarina
153	10	Liriope	Street	Casuarina
154	12	Liriope	Street	Casuarina
155	4	Callistemon	Avenue	Casuarina
156	6	Callistemon	Avenue	Casuarina
157	8	Callistemon	Avenue	Casuarina
158	10	Callistemon	Avenue	Casuarina
159	12	Callistemon	Avenue	Casuarina
160	14	Callistemon	Avenue	Casuarina
161	16	Callistemon	Avenue	Casuarina
162	18	Callistemon	Avenue	Casuarina
163	20	Callistemon	Avenue	Casuarina
164	15	Callistemon	Avenue	Casuarina
165	13	Callistemon	Avenue	Casuarina
166	11	Callistemon	Avenue	Casuarina
167	9	Callistemon	Avenue	Casuarina
168	7	Callistemon	Avenue	Casuarina
169	5	Callistemon	Avenue	Casuarina
170	3	Callistemon	Avenue	Casuarina
171	1	Callistemon	Avenue	Casuarina
172	16	Liriope	Street	Casuarina
173	18	Liriope	Street	Casuarina
174	20	Liriope	Street	Casuarina
175	9	Liriope	Street	Casuarina
176	7	Liriope	Street	Casuarina
177	5	Liriope	Street	Casuarina
178	3	Liriope	Street	Casuarina
179	1	Liriope	Street	Casuarina
180	NA	Tweed Coast	Road	Casuarina

If space is insufficient use additional annexure sheet

Surveyor's Reference: M31717/19840C-B




PLAN FORM 6A (2012)

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DEPOSITED PLAN ADMINISTRATION SHEET Sheet 4 of 4 sheet(s)

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Registered:  16.1.2015

Office Use Only

PLAN OF SUBDIVISION OF LOTS 114 & 115  
IN DP1186602

DP1201995

Subdivision Certificate number: SC14/0035  
Date of Endorsement: 16.12.14

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





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

- EASEMENT TO DRAIN SEWAGE 3 WIDE, 4 WIDE & VARIABLE WIDTH
- EASEMENT TO DRAIN WATER 3 WIDE, 4 WIDE & VARIABLE WIDTH
- POSITIVE COVENANT
- RESTRICTION ON USE OF LAND
- RESTRICTION ON USE OF LAND
- POSITIVE COVENANT
- EASEMENT FOR SUPPORT 2 WIDE
- RESTRICTION ON USE OF LAND 2 WIDE
- EASEMENT FOR ELECTRICITY PURPOSES VARIABLE WIDTH

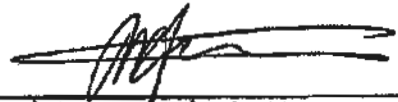

RELEASE-

- EASEMENT FOR DRAINAGE OF WATER (DP1186602)
- EASEMENT FOR ELECTRICITY PURPOSES 3 WIDE & VARIABLE WIDTH (DP1183787)
- EASEMENT FOR DRAINAGE OF WATER (DP1186602)
- EASEMENT FOR SEWER RISING MAIN 3 WIDE (DP1182599)
- PART OF EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE (DP1075237) WITHIN LOTS 175-180.
- RIGHT OF CARRIAGEWAY 15 WIDE (DP1182599)


New South Wales

EXECUTED by BENDIGO AND ADELAIDE BANK LTD ABN 11 068 049 178 by being signed by its Attorneys Dianne Mary Wilford   
ELLEN MARGRETHE KOCH   
 who certify that they are the MANAGER RETAIL LOAN SERVICES   
 LOAN SERVICES OFFICER) respectively for the time being of the Company under the Power of Attorney dated 9 April 2008 registered in Book 4542 Number 334 in the presence of -   
 ) Attorney

Executed by Casuarina Beach Holdings Pty Ltd (ACN 158 001 444)

  
 by its duly authorised attorney Michael James Williams registered in the Department of Lands Book: 4655 Book: 215 

I certify that the attorney(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Signature of witness   
 Name of witness Linda Marea Gilbert  
 Address of witness 114 Brisbane St Ipswich QLD 4305

witness:  
Andrew Joseph Castello  
 Name of witness  
11 Pearl Street Kingscliff  
 Address of witness

If space is insufficient use additional annexure sheet

Surveyor's Reference: M31717/19840C-B



FOLIO: 165/1201995

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SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
9/1/2023	11:58 AM	4	8/1/2020

LAND

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LOT 165 IN DEPOSITED PLAN 1201995  
AT CASUARINA  
LOCAL GOVERNMENT AREA TWEED  
PARISH OF CUDGEN COUNTY OF ROUS  
TITLE DIAGRAM DP1201995

FIRST SCHEDULE

-----

(T AP815056)

SECOND SCHEDULE (8 NOTIFICATIONS)

-----

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 DP1075237 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (3) IN THE S.88B INSTRUMENT
- 3 DP1075237 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (4) IN THE S.88B INSTRUMENT
- 4 DP1075237 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (6) IN THE S.88B INSTRUMENT
- 5 DP1201995 EASEMENT TO DRAIN SEWAGE 3, 4 METRE(S) WIDE AND VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 DP1201995 POSITIVE COVENANT
- 7 DP1201995 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (4) IN THE S.88B INSTRUMENT
- 8 DP1201995 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (5) IN THE S.88B INSTRUMENT

NOTATIONS

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UNREGISTERED DEALINGS: NIL

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

MLD:2023007

PRINTED ON 9/1/2023

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

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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 15 Sheets)

Plan: **DP1201995** Plan of subdivision of Lot 114 in DP1186602 and Lot 115 in DP1186602 covered by Subdivision Certificate No. **14/0035** of ~~2014~~ **16.12.14**

**Full name and address of owner of the land:** Casuarina Beach Holdings Pty Ltd ACN 158 001 444  
 141 View Street Bendigo Vic 3550

**Full name and address:** Bendigo and Adelaide Bank Limited (ACN 068 049 178)  
 The Bendigo Centre  
 Bendigo Vic 3550

**PART 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lots(s) or parcel(s):	Benefited lots(s), road(s) bodies or Prescribed Authorities:
1.	Easement to drain sewage 3 wide, 4 wide and variable width (B)	Lots 115 to 179 (inclusive)	Tweed Shire Council
2.	Easement to drain water 3 wide, 4 wide and variable width (G)	Lot 140 Lot 141 Lot 142 Lot 143 Lot 144 Lot 145 Lot 146 Lot 147 Lot 148 Lot 152 Lot 153 Lot 154	Lot 139 Lots 139 & 140 Lots 139-141 Lots 139-142 Lots 139-143 Lots 139-144 Lots 139-145 Lots 139-146 Lots 139-147 Lots 139-148 Lots 139-148 & 152 Lots 139-148, 152 & 153
3.	Positive Covenant	Lots 114 to 179 (inclusive)	Tweed Shire Council
4.	Restriction on Use of Land	Lots 114 to 179 (inclusive)	Tweed Shire Council
5.	Restriction on Use of Land	Lots 114 to 179 (inclusive)	Every other lot

*AW* *J. Innesgrave*

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Plan: **DP1201995** Plan of subdivision of Lot 114 in DP1186602 and Lot 115 in DP1186602 covered by Subdivision Certificate No. *14/0035* of ~~2014~~ *16.12.14*

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lots(s) or parcel(s):	Benefited lots(s), road(s) bodies or Prescribed Authorities:
6.	Positive Covenant	Lot 180	Tweed Shire Council
7.	Easement for Support 2 wide (C)	Lot 114 Lot 115 Lot 116 Lot 117 Lot 118 Lot 119 Lot 120 Lot 121 Lot 139	Lot 215 in DP1075237 Lot 216 in DP1075237 Lot 217 in DP1075237 Lots 217 & 218 in DP1075237 Lots 218 & 219 in DP1075237 Lots 219 & 220 in DP1075237 Lots 220 & 221 in DP1075237 Lots 221 & 222 in DP1075237 Lots 222 & 223 in DP1075237
8.	Restriction on Use of Land 2 wide (H)	Lot 114 Lot 115 Lot 116 Lot 117	Lot 215 in DP1075237 Lot 216 in DP1075237 Lot 217 in DP1075237 Lots 217 & 218 in DP1075237

*Ann Brunsgraves*

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Plan: **DP1201995** Plan of subdivision of Lot 114 in DP1186602 and Lot 115 in DP1186602 covered by Subdivision Certificate No. **14/0035** of ~~2014~~ **16.12.14**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lots(s) or parcel(s):	Benefited lots(s), road(s) bodies or Prescribed Authorities:
		Lot 118	Lots 218 & 219 in DP1075237
		Lot 119	Lots 219 & 220 in DP1075237
		Lot 120	Lots 220 & 221 in DP1075237
		Lot 121	Lots 221 & 222 in DP1075237
		Lot 139	Lots 222 & 223 in DP1075237
9.	Easement for Electricity Purposes Variable Width (F)	Lot 175	Essential Energy ABN 37 428 185 226

**PART 1A (RELEASE)**

Number of item shown in the intention panel on the plan	Identity of easement or profit à prendre to be released and referred to in the plan.	Burdened lots(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1.	Easement for Drainage of Water (DP1186602)	Lot 114 in DP1186602	Tweed Shire Council
2.	Easement for Electricity Purposes 3 wide and variable width (DP1183797)	Lots 114 & 115 in DP1186602	Essential Energy ABN 37 428 185 226
3.	Easement for Drainage of Water (DP1186602)	Lot 115 in DP1186602	Tweed Shire Council
4.	Easement for Sewer Rising Main 3 Wide (DP1182599)	Lots 114 & 115 in DP1186602	Tweed Shire Council

*Ann J. Muirgrave*

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5.	Part of Easement for Drainage of Sewage 3 Wide (DP1075237) within Lots 175-180 (E)	Lot 115 in DP1186602	Tweed Shire Council
6.	Right of Carriageway 15 Wide (DP1182599)	Lot 114 in DP1186602	Tweed Shire Council

**PART 2 (Terms)**

**1. Terms of positive covenant numbered 3 in the plan**

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

**2. Terms of restriction on use numbered 4 in the plan**

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

**Vines and Creepers**

Common Name

Asparagus fern  
  
 Ballon vine  
 Black-eyed Susan  
 Blue Thunbergia  
 Cape Ivy  
 Cats Claw Creeper  
 Climbing Fig  
 Climbing Nightshade  
 Dutchman's Pipe  
 Flame Flower  
 Florists Smilax  
 Japanese Honeysuckle  
 Kudzoo  
 Madeira Vine  
 Morning Glory:  
 Blue morning Glory  
 Coastal Morning Glory  
 Purple Morning Glory  
 Moon Flower  
 Moth Vine  
 Passionfruit:  
 Corky Passionfruit Vine  
 White Passionfruit Flower  
 Edible Passionfruit

Species

Asparagus africanus  
 Asparagus plumosus  
 Cardiospermum grandiflorum  
 Thunbergia alata  
 Thunbergia grandiflora  
 Delairea odorata  
 Macfadyena unguis – cati  
 Ficus pumila  
 Solanum seaforthianum  
 Aristolochia elegans  
 Pyrostegia venusta  
 Myrsiphyllum asparagoides  
 Lonicera japonica  
 Pueraria lobata  
 Anredera cordifolia  
  
 Ipomea indica  
 Ipomea calrica  
 Ipomea purpurea  
 Ipomea alba  
 Araujia sericiflora  
  
 Passiflora suberosa  
 Passiflora subpeltata  
 Passiflora edulis

*AMW Gunning*



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Plan: DP1201995 Plan of subdivision of Lot 114 in DP1186602 and Lot 115 in DP1186602 covered by Subdivision Certificate No. 14/00 35 of 2014 16.12.14

Skyflower  
Thorny Poinciana

Duranta spp.  
Caesalpinia decapetala

**Groundcovers**

Arum Lily  
Bugle Lily  
Balsam, Busy Lizzie  
Blue Periwinkle  
Canna Lily  
Cardamon Ginger  
Coral Berry  
Crococsmia  
Crucifix Orchid  
Elephants Ears  
Fishbone Fern  
  
Freckle Face  
Glory Lily  
Ground Asparagus  
Hairy Commelina  
Kahill Ginger  
White Flowered Ginger  
Pink Flowered Ginger  
Mother in Laws Tongue  
Mother of Millions  
Resurrection Plant  
Painted Spurge  
Shasta Daisy  
Silver-leaved Desmodium  
Wandering Jew, Tradie, Striped  
Wandering Jew, Striped Tradie

Zantedescantia aethiopica  
Watsonia bulbifera  
Impatiens walleriana  
Vinca major  
Canna indica  
Alpinia calcarata  
Rivina humilis  
Crococsmiax crocospia  
Epidendrum sp.  
Alocasia aroides  
Nephrolepis exalta  
Nephrolepis cordifolia  
Hypoestes sanguinolenta  
Gloriosa superba  
Protasparagus aethiopicus  
Commelina benghalensis  
Hedychium gardnerianum  
Hedychium spicatum  
Hedychium coxinium  
Sansevieria spp.  
Bryophyllum daigremontiana  
Bryophyllum pinnatum  
Euphorbia cyathophora  
Dendranthera maxima  
Desmodium uncinatum  
Tradescantia fluminensis  
Zebrina pendula

**Shrubs**

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

Ardisia crenata  
Pennisetum purpureum  
  
Phyllostachys nigra  
Arundinaria spp.  
Bambusa esp.  
Chrysanthemoides monilifera  
Buddleja madagascariensis  
Senna pendula var. glabrata  
Senna X floribunda  
Ricinus communis  
Agave spp.  
  
Cestrum parqui  
Cestrum nocturnum  
Cestrum aurantiacum  
Coffee arabica  
Eugenia dombeya  
Gleditsia triacanthos

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Lantana  
Ochna  
Orange Jessamine

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

**Trees**

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

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

**Pine Tree**

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

Lantana camara  
Ochna serrulata  
Murraya exotica  
Murraya paniculata

Ligustrum lucidum  
Ligustrum sinense  
Wedelia trilobata  
Solanum mauritianum

Spathodea campanulata  
Robinia pseudoacacia  
Eugenia uniflora  
Schinus terebinthifolia  
Schinus arela  
Corymbia torelliana  
(syn. Eucalyptus torelliana)  
Cinnamomum camphora  
Celtis sinensis  
Erythrina crista-galli  
Erythrina skyesii  
Erythrina nigra  
Syagrus romanzoffiana

Koelreuteria paniculata  
Tabebuia chrysantha

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

Toxicodendron succedaneum  
Ficus elastic  
Ailanthus altissima  
Schefflera actinophylla  
Salix spp.

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



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

**3. Terms of restriction on use numbered 5 in the plan**

**3.1 Definitions**

- (1) "AMCORD" means the Australian Model Code of Residential Development;
- (2) "ARC" or "Architectural Review Committee" means a committee nominated by CBH from time to time;
- (3) "Building Works" means any works or proposed works in respect of a Lot or Lots including without limitation proposed external construction, alterations, additions, extensions and repairs whether to dwellings or associated structures or buildings, or fences, retaining walls, exterior lighting, driveways or recreational facilities. It includes landscaping and tree planting, painting and repainting;
- (4) "Building Works Consent Body" means CBH or the ARC;
- (5) "CBH" means Casuarina Beach Holdings Pty Ltd ACN 158 001 444;
- (6) "Consolidation" means a proposal by a proprietor of a Lot to consolidate that Lot with one or more other Lots as one land title;
- (7) "Corner Lot" means a lot bounded by 2 or more roads where the roads intersect and join;
- (8) "Council" means Tweed Shire Council;
- (9) "Design and Building Standards" means, in relation to the Main Dwelling and other structures:
- (a) a maximum height of 2 storeys and in any event, the maximum height must not exceed 9 metres;
- (b) minimum setback from the Street Front Boundary is 6 metres, except in relation to verandahs, the setback for which must be in accordance with clause 3.1(9)(r);
- (c) minimum setback from a Secondary Street Boundary of a Corner Lot of 3 metres;
- (d) minimum Side Boundary setback of 900mm to the fascia and in compliance with Element 5.4; Building Envelope and Siting of AMCORD, except that a side or rear

*AWW* *Grusgraw*

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wall of a garage or outbuilding that is no greater than 4.5 meters in height may be located a minimum of 450 mm from a Side or Rear Boundary and must be constructed of maintenance free materials such as masonry. This relaxation does not apply to a garage or outbuilding located within the minimum setback from the Street Front Boundary;

- (e) minimum Side Boundary setback for the second storey is 1500 mm to the wall. Gutterings, eaves, hoods and other similar structures may be constructed within the setback but not closer than 900 mm from the Side Boundary;
- (f) minimum Rear Boundary setback of 5 metres, and in accordance with Element 5.4 – Building Envelope and Siting, of AMCORD.
- (g) Site Coverage must not exceed 50% of the area of a Lot;
- (h) roofing only of matt finished profiled metal deck (eg. copper, zinc or Colourbond) or flat shingle profile tiles;
- (i) minimum eaves overhang of 600mm;
- (j) no curved or undulating parapets;
- (k) external walls of Main Dwelling only of the following materials:
  - (i) masonry finished in a rendered and painted textured finish;
  - (ii) masonry finished in a bagged and painted finish;
  - (iii) fibre cement wall sheeting;
  - (iv) timber shingles; and/or
  - (v) timber weather boards or plywood with a painted or stained finish;
  - (vi) plain brickwork (subject to clause 3.1(9)(l));
  - (vii) metal deck cladding (subject to clause 3.1(9)(m));
  - (viii) stone and/or tile cladding (subject to clause 3.1(9)(n)).
- (l) maximum 20% plain brickwork on total area of external wall surfaces but limited to 10% of the front facade and 100% solid construction of walls only with ARC approval;
- (m) maximum 30% metal deck cladding on total area of external wall surfaces but limited to 20% of the front facade;
- (n) maximum 20% stone and/or tile cladding on total area of external wall surfaces but limited to 20% of the front facade;
- (o) external colours to complement the beach surroundings;
- (p) ground floor windows and verandahs suitably screened by dense landscaping or screen fencing to a maximum height of 1.8 metres;
- (q) screening of windows of habitable rooms or balconies on any upper levels with outlook at an angle closer than 45 degrees to a habitable window or balcony of an adjacent dwelling, by one of the following solutions:



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Plan: **DP1201995** Plan of subdivision of Lot 114 in DP1186802 and Lot 115 in DP1186802  
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- (i) fixed obscure glazing of that part of the window below 1500mm above floor level; or
  - (ii) fixed external screens; or
  - (iii) sill height above 1500mm from floor level.
- (r) verandah minimum Street Front Boundary setback of 3 metres;
- (s) verandah supports only of timber, galvanized steel or masonry construction and painted or stained of colour compatible with Main Dwelling;
- (t) verandah roof compatible in colour, material and form with Main Dwelling;
- (u) where possible, garages to be located so that they are visually unobtrusive from the street;
- (v) minimum setback for garage from Street Front Boundary of 6 metres however a garage must not extend beyond any other part of the house proper towards the Street Front Boundary;
- (w) minimum of 2 car spaces for a Lot, of these at least 1 must be covered and if dual occupancy, a minimum of 3 car spaces;
- (x) not more than 1 driveway and crossover for each Lot, no wider than 4 metres at the street boundary, with at least 0.75 metres of screen planting between the driveway and the Side Boundary;
- (y) outdoor structures, including pergolas, gazebos and storage shed only constructed of materials complementary to Main Dwelling;
- (z) open-sided pergolas may be built to Side Boundary or Rear Boundary only if no greater than 5 metres in length and they do not impede a Lot's amenity or view;
- (aa) driveways finished only with:
- (i) masonry/clay paver;
  - (ii) exposed aggregate concrete finish;
  - (iii) coloured concrete with inserts;
- provided that finishes over Council's nature strip are to comply with Council's "Access to Property" policy;
- (bb) Fencing for a lot (which is not a Corner Lot) as follows
- (i) to Street Front Boundary to maximum height of 1.2 metres, no more than 50% solid construction and constructed only from timber, brushwood or masonry (metal railings permitted).
  - (ii) Side Boundary fencing to maximum height of 1.2 metres from Street Front Boundary to building line and maximum height of 1.8 metres for remaining length of Lot, constructed only from timber, brushwood or masonry.



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- (iii) Rear Boundary Fencing to a maximum height of 1.8 metres and constructed only from timber, brushwood or masonry.
- (iv) fencing for a Corner Lot to Secondary Street Boundary to be a maximum height of 1.2 metres, no more than 75% solid construction and constructed of timber, brushwood or masonry (metal railings permitted).
- (cc) and otherwise in accordance with any architectural design regulations published by the ARC from time to time.
- (10) **"Development Application"** means an application to Council for development consent in respect of a Lot;
- (11) **"Lot"** means a lot in the Plan;
- (12) **"Main Dwelling"** means the principal residence constructed or to be constructed on a Lot;
- (13) **"Plan"** means the plan of subdivision to which this Instrument relates.
- (14) **"Primary Street Boundary"** means any boundary line, or part, which coincides with the alignment of the street to which the property is rated by Council (which is usually the narrowest boundary).
- (15) **"Required Documents"** means 2 copies of all relevant documents to be lodged with or in respect of any Development Application, and any other documents requested by the Building Works Consent Body including:
- (a) Sketch review application form as nominated by CBH from time to time;
  - (b) Schematic design drawings including a site plan to scale 1:200 showing:
    - Northpoint;
    - Property lines with metes and bounds;
    - Building setbacks dimensioned;
    - Building footprint with entries, verandahs, balconies, terraces, pools, pergolas and overhangs shown;
    - Location of parking and garages;
    - Driveways, paths, landscaping and retaining walls,
  - (c) Floor plans and roof plans (to scale 1:100);
  - (d) Elevation plan (scale 1:100) showing materials and colours to be used, floor to floor heights, height to eaves and overall height from natural ground level, roof pitches and signage.
- (16) **"Rear Boundary"** means any boundary line, or part which coincides with the alignment of another property or public open space furthest away from the street;

*Andrew R. Musgrave*

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- (17) "Secondary Street Boundary" means any boundary line, or part, which coincides with the alignment of a street which is not the Primary Street Boundary;
- (18) "Side Boundary" means any boundary line or part, which coincides with the alignment of another Lot;
- (19) "Site Coverage" means that portion of a Lot which is covered by a building or other structure having an impervious roof, including balconies and eaves;
- (20) "Street Front Boundary" means any boundary line, or part, of a Lot which coincides with the alignment of a primary street;
- (21) "Temporary Structures" means Building Works which do not comply with the Design and Building Standards, but have approval of the Building Works Consent Body and are associated with construction of Building Works which comply with Design and Building Standards and have the approval of the Building Works Consent Body;
- (22) "Variation" means consent by the Building Works Consent Body to Building Works which are inconsistent with the Design and Building Standards;

### 3.2 Restriction

- (1) No Development Application may be made without the prior written approval of the Building Works Consent Body.
- (2) No Building Works (other than Temporary Structures) may be commenced on a Lot without the prior written approval of the Building Works Consent Body, which consent may be given, given on conditions, or refused in the discretion of the Building Works Consent Body. The Building Works Consent Body will not unreasonably withhold its consent if the Building Works comply with Design and Building Standards.
- (3) Building Works must not differ from works approved by the Building Works Consent Body without a Variation which may be approved or refused by the Building Works Consent Body in its absolute discretion.
- (4) No Consolidation may take place without the prior written approval of the Building Works Consent Body (in its absolute discretion).
- (5) No subdivision of a Lot may take place without the prior written approval of the Building Works Consent Body. The Building Works Consent Body will not unreasonably withhold its consent to a two (2) lot subdivision if the area of the Lot is greater than 900m<sup>2</sup>. The Building Works Consent Body may otherwise withhold its consent in its absolute discretion.
- (6) No application for consent of the Building Works Consent Body in respect of Building Works or Consolidation may be made without that application being accompanied by Required Documents.
- (7) Temporary Structures must not be erected on a Lot unless associated with the construction of the Main Dwelling and then only present for the duration of the construction period.



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

### 3.3 Amendments

While CBH remains the owner of a least 1 Lot:

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

### 3.4 Severability

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

## 4. Terms of positive covenant numbered 6 in the plan

The lot burdened shall in perpetuity be managed as an inner protection area (IPA) as outlined within Appendices 2 & 5 of 'Planning for Bushfire Properties 2006' and the NSW Rural Fire Service's document 'Standards for asset protection zones'.

## 5. Terms of easement numbered 7 in the plan

- 5.1 The owner or occupier of the lot burdened must not interfere with the retaining wall or batter or the support it offers or use it in a way which may detract from the stability or support offered.
- 5.2 The owner of the lot benefited may at any time the stability of the retaining wall is threatened, enter upon the lot burdened and carry out repairs required to restore the stability and support provided by the retaining wall.

*Ann Grungraw*



ePlan

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

(Sheet 13 of 15 Sheets)

Plan: **DP1201995** Plan of subdivision of Lot 114 in DP1186602 and Lot 115 in DP1186602 covered by Subdivision Certificate No. *14/00 35* of ~~2014~~ *16.12.14*

**6. Terms of restriction on use numbered 8 in the plan**

No building work, filling or excavation of greater than 0.3 metres in vertical height shall be undertaken within the area designated (H) on the plan on each lot burdened.

**7. Terms of easement for electricity purposes numbered 9 in the plan**

The terms of this easement are as described in Part C in registered Memorandum AG189384.

**8. Name of person empowered to release, vary or modify the easements numbered 1, 2 & 7, positive covenants numbered 3 & 6 and restrictions numbered 4 & 8 in the plan.**

Tweed Shire Council

**9. Name of person empowered to release, vary or modify restrictions numbered 5 in the plan.**

Casuarina Beach Holdings Pty Ltd ACN 158 001 444

**10. Name of person empowered to release, vary or modify the easement numbered 9 in the plan.**

Essential Energy ABN 37 428 185 226

Executed by Tweed Shire Council

)  
)  
)  
)  
\_\_\_\_\_  
Authorised Person / ~~General Manager~~



ePlan

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

(Sheet 14 of 15 Sheets)

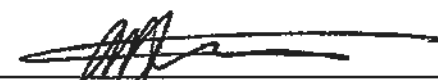
Plan:  
**DP1201995**

Plan of subdivision of Lot 114 in DP1186602 and Lot 115 in DP1186602 covered by Subdivision Certificate No. 14/0035 of ~~2014~~ 16.12.14

Executed by Gasuarina Beach Holdings Pty Ltd (ACN 158 001 444) )



Witness



by its duly authorised attorney Michael James Williams registered in the Department of Lands Book: 4655 No: 215

**Andrew Joseph Costello**  
Name of Witness

**11 Pearl Street Kingscliff**  
Address of Witness

Executed by Bendigo and Adelaide Bank Limited (ACN 068 049 178) )

New South Wales

EXECUTED by BENDIGO AND ADELAIDE BANK LTD ABN 11 068 049 178 by being signed )  
by its Attorneys Dianne Mary Wilmott )



ELLEN MARGRETHE KOCH )  
who certify that they are the )  
MANAGER RETAIL LOAN SERVICES )  
Attorney

respectively for the )  
Company under the Power of Attorney )  
dated 9 April 2008 registered in )  
Book 4342 Number 334 in the presence )  
of - )  
Attorney



I certify that the attorney(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence

Signature of witness 

Name of witness Linda Maree Gilbert

Address of witness 114 Brisbane St Ipswich QLD 4305



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 15 of 15 Sheets)

Plan: Plan of subdivision of Lot 114 in DP1186602 and Lot 115 in DP1186602 covered by Subdivision Certificate No. 14/0035 of ~~28th~~ 16.12.14

DP1201995

**EXECUTED BY ESSENTIAL ENERGY**  
by its duly appointed attorneys under power of attorney Book 4641 No. 640 in the presence of:



Signature of witness  
MICHELLE AKININ  
DIVISIONAL ASSISTANT  
ESSENTIAL ENERGY

Name of witness  
8 Butler Street  
Port Macquarie NSW 2444

Address of witness




Signature of attorney  
PETER BEREICUA  
GENERAL MANAGER  
NETWORK OPERATIONS  
ESSENTIAL ENERGY

Name and title of attorney  


Signature of attorney  
KEN STONESTREET  
CHIEF ENGINEER  
ESSENTIAL ENERGY

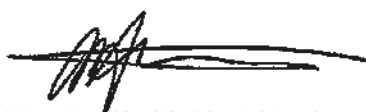
Name and title of attorney

Executed by Casuarina Beach Holdings Pty Ltd (ACN 158 001 444)

  
witness

Andrew Joseph Costello  
Name of witness

11 Pearl Street Kingscliff  
Address of witness

  
by its duly authorised attorney Michael James Williams registered in the Department of Lands Book: 4655 No: 215



PLAN 8/10  
 COUNTY OF GLENELG SOUTH AUST.

by King Beach (No 2)  
 Pty Ltd and 038 124 Pty  
 Limited in accordance  
 with section 137 of  
 the Corporations Act  
 in the presence of:



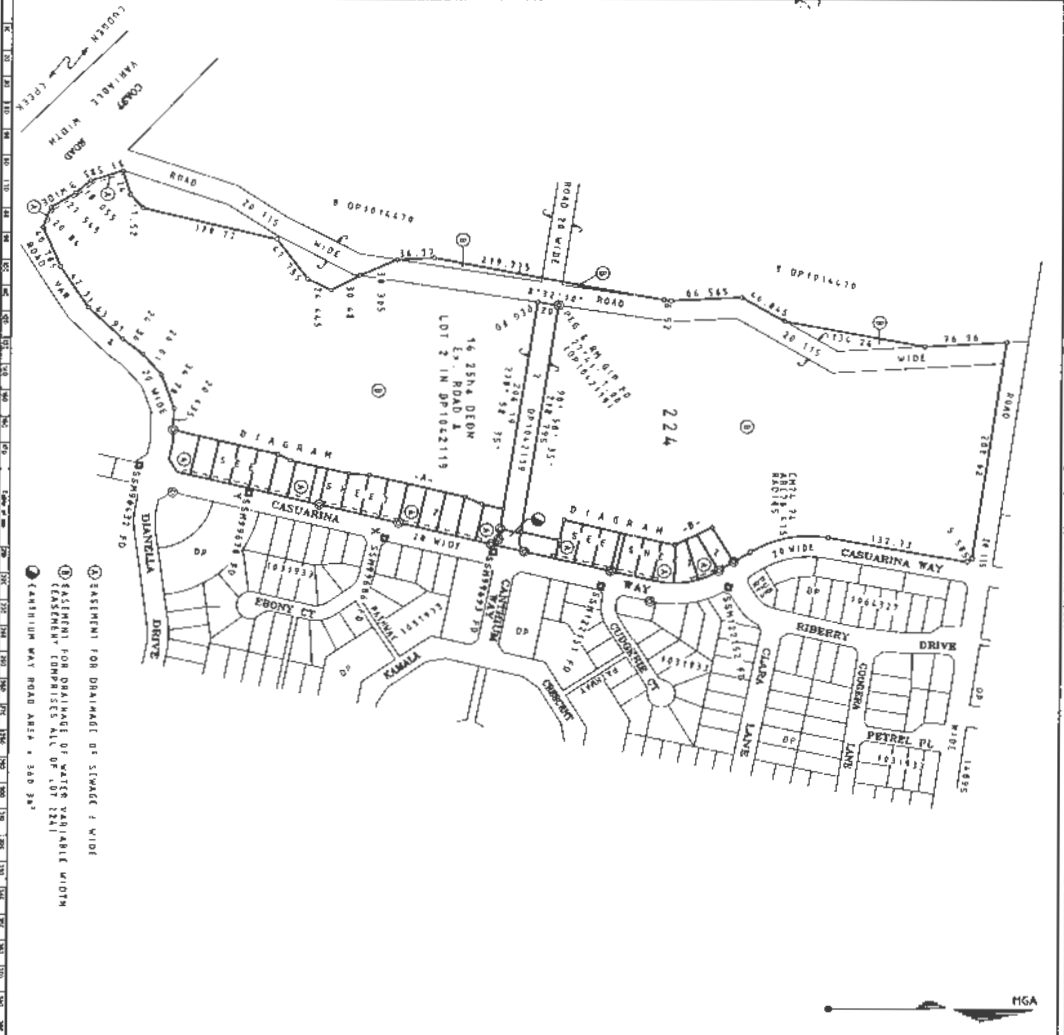
David C. Deane  
 Director  
 In accordance  
 with the company  
 constitution

Witness Bankers Corporation  
 170 St Georges Terrace  
 Perth WA 6000  
 17th Oct 2004  
 in the presence of

State (on behalf of King Beach Pty Ltd)  
 (Witness)  
 Cf. M-17/17

DEFINITIONS of LAND ABOVE  
 1. The area bounded by the red line and the yellow line and the blue line shall be known as the 'Land' and shall be the subject of the proposed subdivision.  
 2. The area bounded by the red line and the yellow line shall be known as the 'Lot 1' and shall be the subject of the proposed subdivision.  
 3. The area bounded by the red line and the blue line shall be known as the 'Lot 2' and shall be the subject of the proposed subdivision.

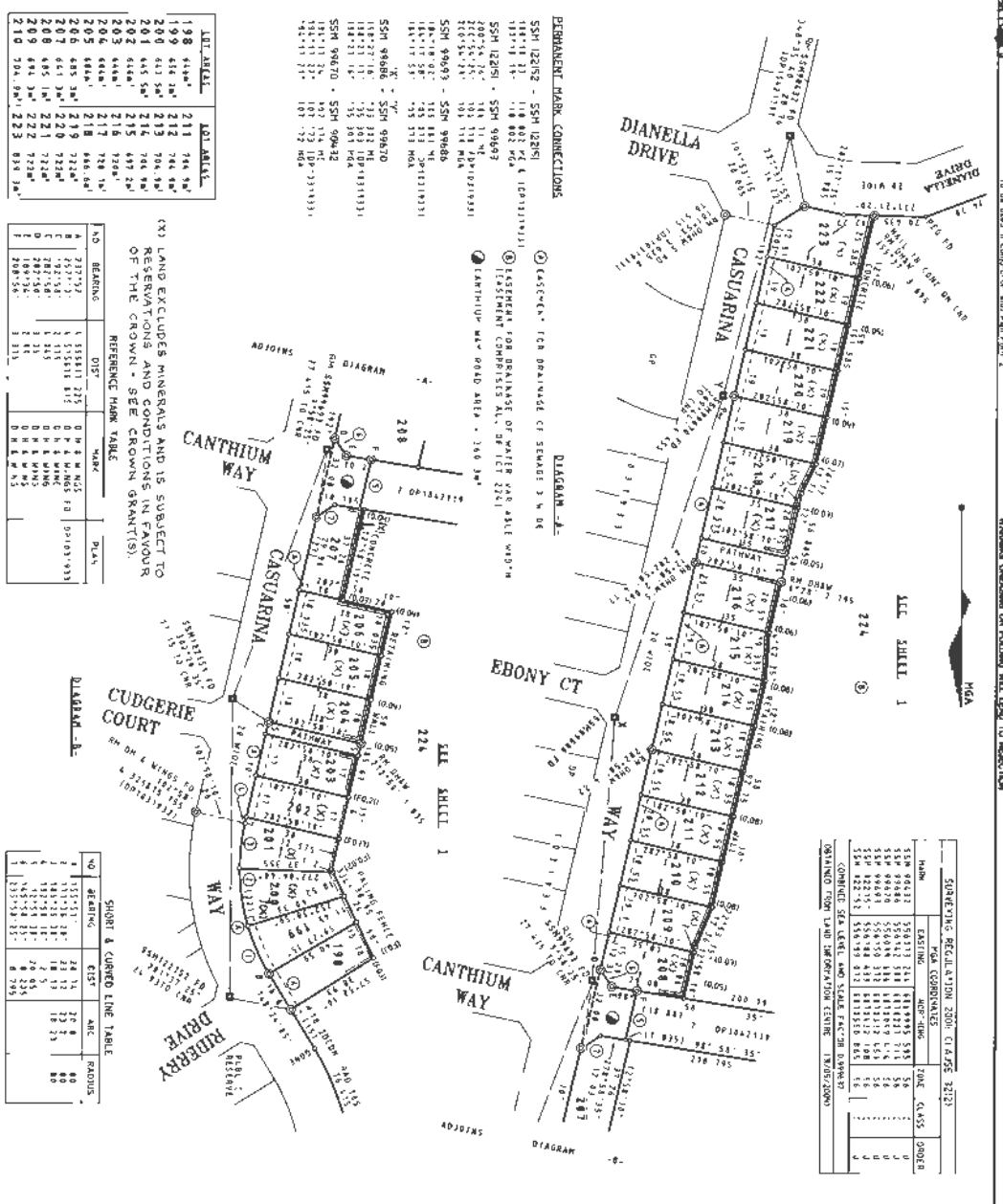
DEVELOPER CERTIFICATE  
 I, the undersigned, being duly qualified and qualified under the provisions of the Subdivisions Act 1988, do hereby certify that the above is a true and correct copy of the plan of subdivision as shown on the plan of subdivision and that the plan of subdivision is in accordance with the provisions of the Subdivisions Act 1988.  
 David C. Deane  
 Director  
 King Beach (No 2) Pty Ltd and 038 124 Pty Limited  
 170 St Georges Terrace  
 Perth WA 6000



Plan Drawing only to assist in the survey

WATERING CONDITIONS ON FIELDS WILL LEAD TO REDUCTION

<p>REGISTERED PLAN  <b>DP1075237</b>          Registered on 02/11/2004          Title System: TORRENS          Purpose: SUBDIVISION          Ref: Map: X 54-67 - 7          DP No: DP1042119          Last Plan: DP1064927</p>	<p>PLAN          OF SUBDIVISION OF LOT 197          IN DP 1064927 AND LOT 1          IN DP 1062861.</p>	<p>LOCALITY: TORRENS          SECTION: 23500          LOT: TORRENS          PROPERTY: CASUARINA          PURPOSE: CLODGEN          CATEGORY: ROUS</p>	<p>This is a sheet 1 of 2 of plan No. 2 00418          drawn to a horizontal scale of 1:2500          Surveyed by: [Name]          Date: 12/11/2004          DP 1075237          DP 1064927          DP 1062861</p>	<p>Notes:          1. ALL RIGHTS RESERVED.          2. THE LAND ABOVE IS INTENDED TO BE USED AS A RESIDENTIAL SUBDIVISION.          3. THE LAND ABOVE IS INTENDED TO BE USED AS A RESIDENTIAL SUBDIVISION.          4. THE LAND ABOVE IS INTENDED TO BE USED AS A RESIDENTIAL SUBDIVISION.          5. THE LAND ABOVE IS INTENDED TO BE USED AS A RESIDENTIAL SUBDIVISION.          6. THE LAND ABOVE IS INTENDED TO BE USED AS A RESIDENTIAL SUBDIVISION.          7. THE LAND ABOVE IS INTENDED TO BE USED AS A RESIDENTIAL SUBDIVISION.          8. THE LAND ABOVE IS INTENDED TO BE USED AS A RESIDENTIAL SUBDIVISION.          9. THE LAND ABOVE IS INTENDED TO BE USED AS A RESIDENTIAL SUBDIVISION.          10. THE LAND ABOVE IS INTENDED TO BE USED AS A RESIDENTIAL SUBDIVISION.          11. THE LAND ABOVE IS INTENDED TO BE USED AS A RESIDENTIAL SUBDIVISION.          12. THE LAND ABOVE IS INTENDED TO BE USED AS A RESIDENTIAL SUBDIVISION.          13. THE LAND ABOVE IS INTENDED TO BE USED AS A RESIDENTIAL SUBDIVISION.          14. THE LAND ABOVE IS INTENDED TO BE USED AS A RESIDENTIAL SUBDIVISION.          15. THE LAND ABOVE IS INTENDED TO BE USED AS A RESIDENTIAL SUBDIVISION.</p>
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ADJ. AREA	ADJ. AREA
1.98 44.44	2.11 74.94
1.99 45.28	2.12 74.94
2.00 46.12	2.13 74.94
2.01 46.96	2.14 74.94
2.02 47.80	2.15 74.94
2.03 48.64	2.16 74.94
2.04 49.48	2.17 74.94
2.05 50.32	2.18 74.94
2.06 51.16	2.19 74.94
2.07 52.00	2.20 74.94
2.08 52.84	2.21 74.94
2.09 53.68	2.22 74.94
2.10 54.52	2.23 74.94
2.11 55.36	2.24 74.94
2.12 56.20	2.25 74.94

NO	BEARING	DIST	MARK	PLAN
A	173°52'	1.151811	B.M. 4. M. C/S	
B	79°53'	1.151811	B.M. 4. M. C/S	
C	79°53'	1.151811	B.M. 4. M. C/S	
D	79°53'	1.151811	B.M. 4. M. C/S	
E	189°32'	1.151811	B.M. 4. M. C/S	
F	189°32'	1.151811	B.M. 4. M. C/S	

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

REFERENCE MARK TABLE

SHORE & CURBED LINE TABLE

NO	BEARING	DIST	MAR.	RADIUS
1	151°31'	2.18	15	80
2	151°31'	2.18	15	80
3	151°31'	2.18	15	80
4	151°31'	2.18	15	80
5	151°31'	2.18	15	80
6	151°31'	2.18	15	80
7	151°31'	2.18	15	80
8	151°31'	2.18	15	80
9	151°31'	2.18	15	80
10	151°31'	2.18	15	80

Plan Drawing only to appear in this space

SEARCHING REGULATION 2000, CLASS 3123

NAME	PAR. COORDINATES	AGE	DATE	ZONE	CLASS	DIMENS
55M 98432	558373 714	411995	5/5	58	3	
55M 98431	558373 714	411995	5/5	58	3	
55M 98430	558373 714	411995	5/5	58	3	
55M 98429	558373 714	411995	5/5	58	3	
55M 98428	558373 714	411995	5/5	58	3	
55M 98427	558373 714	411995	5/5	58	3	
55M 98426	558373 714	411995	5/5	58	3	
55M 98425	558373 714	411995	5/5	58	3	

COMBINED SEA LEVEL AND SCALE FACTOR DATA

ORIGIN: FROM LAND INFORMATION CENTRE (1985/2000)

DP1075237

Register No. DP1075237

2A CARBONATION ST, ISLARE NSW 1440

DATE OF REGISTRATION 13/12/2004

REGISTERED AS A DEVELOPER

APPLICANT NAME

DP1075237

REGISTERED AS A DEVELOPER

APPLICANT NAME

DATE OF REGISTRATION 13/12/2004

REGISTERED AS A DEVELOPER

APPLICANT NAME

DATE OF REGISTRATION 13/12/2004

REGISTERED AS A DEVELOPER

APPLICANT NAME

Instrument setting out terms of Easements or Profils 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 14 sheets)

**DP1075237**

Subdivision covered by Council's  
Certificate No SC04/0079 of 2004

Full name and address of  
owner of the land:

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

Full name and address of  
mortgagee of the land:

Westpac Banking Corporation ABN 33 007  
457 141 of Level 15, 260 Queen Street,  
Brisbane Qld, 4000

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited Lot(s), bodies or Prescribed Authority:
1	Easement for drainage of sewage 3 wide wide.	each lot	Tweed Shire Council
2	Easement for drainage of water variable width.	224	Tweed Shire Council
3	Restriction(s) on the use of land.	224	Tweed Shire Council
4	Restriction(s) on the use of land.	224	Tweed Shire Council
5	Restriction(s) on the use of land.	198-223 (inclusive)	Tweed Shire Council
6	Restriction(s) on the use of land.	198-224 (inclusive)	Tweed Shire Council
7	Restriction(s) on the use of land.	198-223 (inclusive)	Every other lot



(Sheet 2 of 14 sheets)

## DP1075237

### Part 1A (Release)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre to be released and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited Lot(s), bodies or Prescribed Authority:
1	Easement for drainage of sewage 3 wide and 6 wide (DP1064327)	197/1064327	Tweed Shire Council
2	Easement for Drainage of Water variable width (DP1064327)	197/1064327	Tweed Shire Council

### Part 2 (Terms)

1. Terms of Restriction on Use thirdly referred to in the abovementioned plan:
  - 1.1 Direct vehicular access to and from the Coast Road from the lot burdened is prohibited other than from approved junctions.
  - 1.2 Alteration of the finished ground levels of the acoustical bund within 1 metre of the boundary of the lot burdened and the Coast Road is prohibited
2. Terms of Restriction on Use fourthly 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 3 month average recurrence interval storm.
  - 2.2 Any infiltration pit created on a lot burdened shall be approved by the certifying authority that certifies any construction certificate for any dwelling constructed on a lot burdened and any application to the certifying authority for a construction certificate in respect of a dwelling shall be accompanied by a design for the proposed infiltration pit.
3. Terms of Restriction on Use fifthly referred to in the abovementioned plan:
  - 3.1 Roof water from dwellings or structures must be discharged to an infiltration pit sized to accommodate the 3 month average recurrence interval storm.



## DP1075237

(Sheet 3 of 14 sheets)

- 3.2 Any infiltration pit must be located within the boundaries of the contributing lot, and must be located between the Council Building Line and the boundary of Casuarina Way, so that surcharge overflow will flow to the street gutter.
- 3.3 Any infiltration pit created on a lot burdened shall be approved by the certifying authority that certifies any construction certificate for any dwelling constructed on a lot burdened and any application to the certifying authority for a construction certificate in respect of a dwelling shall be accompanied by a design for the proposed infiltration pit.
4. Terms of Restriction on Use sixthly referred to in the abovementioned plan:

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

### Vines and Creepers

<u>Common Name</u>	<u>Species</u>
Asparagus fern	Asparagus africanus Asparagus plumosus
Balloon vine	Cardiospermum grandiflorum
Black-eyed Susan	Thunbergia alata
Blue Thunbergia	Thunbergia grandiflora
Cape Ivy	Delairea odorata
Cats Claw Creeper	Macfadyena unguis - cati
Climbing Fig	Ficus pumila
Climbing Nightshade	Solanum seaforthianum
Dutchman's Pipe	Aristolochia elegans
Flame Flower	Pyrostegia venusta
Florists Smilax	Myrsiphyllum asparagoides
Japanese Honeysuckle	Lonicera japonica
Kudzo	Pueraria lobata
Madeira Vine	Anredera cordifolia
Morning Glory:	
Blue morning Glory	Ipomea indica
Coastal Morning Glory	Ipomea cairica
Purple Morning Glory	Ipomea purpurea
Moon Flower	Ipomea alba
Moth Vine	Araujia sericiflora
Passionfruit:	
Corky Passionfruit Vine	Passiflora suberosa
White Passionfruit Flower	Passiflora subpeltata
Edible Passionfruit	Passiflora edulis
Skyflower	Duranta spp.
Thorny Poinciana	Caesalpinia decapetala

### Groundcovers

Arum Lily	Zantedescantia aethiopica
Bugle Lily	Watsonia bulbilifera
Balsam, Busy Lizzie	Impatiens walleriana
Blue Periwinkle	Vinca major
Canna Lily	Canna indica
Cardamon Ginger	Alpinia calcarata
Coral Berry	Rivina humilis
Crocosmia	Crocosmiax crocosmia





# DP1075237

(Sheet 4 of 14 sheets)

Crucifix Orchid  
Elephants Ears  
Fishbone Fern

Freckle Face  
Glory Lily  
Ground Asparagus  
Hairy Commelina  
Kahili Ginger  
White Flowered Ginger  
Pink Flowered Ginger  
Mother in Laws Tongue  
Mother of Millions  
Resurrection Plant  
Painted Spurge  
Shasta Daisy  
Silver-leaved Desmodium  
Wandering Jew, Tradie, Striped  
Wandering Jew, Striped Tradie

## Shrubs

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

## Privet:

Large-leaved  
Small-leaved  
Singapore Daisy  
Tobacco Bush

## Trees

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

Epidendrum sp.  
Alocasia aroides  
Nephrolepis exalta  
Nephrolepis cordifolia  
Hypoestes sanguinolenta  
Gloriosa superba  
Protasparagus aethiopicus  
Commelina benghalensis  
Hedychium gardnerianum  
Hedychium spicatum  
Hedychium coccineum  
Sansevieria spp.  
Bryophyllum daigremontiana  
Bryophyllum pinnatum  
Euphorbia cyathophora  
Dendranthema maxima  
Desmodium uncinatum  
Tradescantia fluminensis  
Zebrina pendula

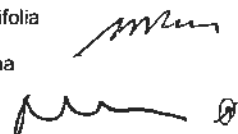
Ardisia crenata  
Pennisetum purpureum

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

Cestrum parqui  
Cestrum nocturnum  
Cestrum aurantiacum  
Coffee arabica  
Eugenia dombeya  
Gleditsia triacanthos  
Lantana camara  
Ochna serrulata  
Murraya exotica  
Murraya paniculata

Ligustrum lucidum  
Ligustrum sinense  
Wedelia trilobata  
Solanum mauritianum

Spathodea campanulata  
Robinia pseudoacacia  
Eugenia uniflora  
Schinus terebinthifolia  
Schinus areia  
Corymbia torelliana



## DP1075237

(Sheet 5 of 14 sheets)

Camphor Laurel	(syn. Eucalyptus torelliana)
Chinese Elm	Cinnamomum camphora
Cockspur Coral Tree	Celtis sinensis
Coral Tree	Erythrina crista-galli
Orange Coral tree	Erythrina sykesii
Cocos Palm, Queen Palm	Erythrina nigra
Golden Rain Tree	Syagrus romanzoffiana
Golden Trumpet Tree	Koelreuteria paniculata
Guava:	Tabebuia chrysantha
Cherry Guava	Psidium cattleianum
Large Yellow Guava	Psidium guajava
Icecream Bean	Inga spp.
Jaboticaba	Eugenia jaboticaba
Jacaranda	Jacaranda mimosifolia
Loquat	Eriobotrya japonica
Mexican Tree Fern Tree	Schizolobium parahibum
Mulberry	Morus nigra
	Morus rubra
	Morus alba
Pine Tree	Pinus elliotti
	Pinus patula
	Pinus radiata
	Tipuana tipu
Racehorse Tree, Pride of Bolivia	Toxicodendron succedaneum
Rhus tree	Ficus elastica
Rubber Tree	Ailanthus altissima
Tree of Heaven	Schefflera actinophylla
Umbrella Tree	Salix spp.
Willow	

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




# DP1075237

(Sheet 6 of 14 sheets)

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

5.1 **Definitions**

- (1) **"AMCORD"** means the Australian Model Code of Residential Development;
- (2) **"ARC"** or **"Architectural Review Committee"** means a committee nominated by Kings Beach from time to time;
- (3) **"Beachfront Lot"** means a Lot which fronts the beach, adjoins the beach or is separated from the beach by only an esplanade;
- (4) **"Building Works"** means any works or proposed works in respect of a Lot or Lots including without limitation proposed external construction, alterations, additions, extensions and repairs whether to dwellings or associated structures or buildings, or fences, retaining walls, exterior lighting, driveways or recreational facilities. It includes landscaping and tree planting, painting and repainting;
- (5) **"Building Works Consent Body"** means Kings Beach or the ARC;
- (6) **"Consolidation"** means a proposal by a proprietor of a Lot to consolidate that Lot with one or more other Lots as one land title;
- (7) **"Corner Lot"** means a lot bounded by 2 or more roads where the roads intersect and join;
- (8) **"Council"** means Tweed Shire Council;
- (9) **"Design and Building Standards"** means, in relation to the Main Dwelling and other structures:
  - (a) a maximum height of 2 storeys;
  - (b) a rooftop observatory (3rd level) will be allowed (except for Beachfront Lots) if:
    - (i) the Building Works Consent Body deems it to be designed in compliance with Main Dwelling requirements; and
    - (ii) the area of the observatory does not exceed 36 square metres; andin any event, the maximum height must not exceed 12 metres;



## DP1075237

(Sheet 7 of 14 sheets)

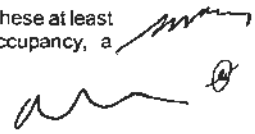
- (c) minimum setback from the Street Front Boundary is 6 metres, except in relation to verandahs, the setback for which must be in accordance with clause 5.1(9)(q);
- (d) minimum setback from a Secondary Street Boundary of a Corner Lot of 3 metres;
- (e) minimum Side Boundary setback of 900mm to the fascia and in compliance with Element 5.4; Building Envelope and Siting of AMCORD, except that in relation to:
  - (i) a Non-Beachfront Lot, a side or rear wall of a garage may abut the Side or Rear Boundary and must be constructed of maintenance free materials such as masonry; and
  - (ii) for a Beachfront Lot, a side wall of a garage may abut the Side Boundary and must be constructed of maintenance free materials such as masonry;
- (f) minimum Rear Boundary setback of 6 metres, and in accordance with Element 5.4 - Building Envelope and Siting, of AMCORD. For a Beachfront Lot, the Rear Boundary is the boundary line between the 2(e) Zone and the 7(f) Zone and no setback is required from this line;
- (g) Site Coverage must not exceed 50% of the area of a Lot;
- (h) roofing only of matt finished profiled metal deck (eg. copper, zinc or Colourbond) or flat shingle profile tiles;
- (i) minimum eaves overhang of 600mm;
- (j) no curved or undulating parapets;
- (k) external walls of Main Dwelling only of the following materials:
  - (i) masonry finished in a rendered and painted textured finish;
  - (ii) masonry finished in a bagged and painted finish;
  - (iii) fibre cement wall sheeting;
  - (iv) timber shingles; and/or



## DP1075237

(Sheet 8 of 14 sheets)

- (v) timber weather boards or plywood with a painted or stained finish;
- (vi) plain brickwork (subject to clause 5.1(9)(l));
- (vii) metal deck cladding (subject to clause 5.1(9)(m));
- (l) maximum 10% plain brickwork on total area of external wall surfaces and 100% solid construction of walls only with ARC approval;
- (m) metal deck cladding not to exceed 50% of total area of external wall surfaces;
- (n) external colours to complement the beach surroundings;
- (o) ground floor windows and verandahs suitably screened by dense landscaping or screen fencing to a maximum height of 1.8 metres;
- (p) screening of windows of habitable rooms or balconies on any upper levels with outlook at an angle closer than 45 degrees to a habitable window or balcony of an adjacent dwelling, by one of the following solutions:
  - (i) fixed obscure glazing of that part of the window below 1500mm above floor level; or
  - (ii) fixed external screens; or
  - (iii) sill height above 1500mm from floor level.
- (q) verandah minimum Street Front Boundary setback of 3 metres;
- (r) verandah supports only of timber, galvanized steel or masonry construction and painted or stained of colour compatible with Main Dwelling;
- (s) verandah roof compatible in colour, material and form with Main Dwelling;
- (t) where possible, garages to be located so that they are visually unobtrusive from the street;
- (u) minimum setback for garage from Street Front Boundary of 5 metres;
- (v) minimum of 2 car spaces for a Lot, of these at least 1 must be covered and if dual occupancy, a minimum of 3 car spaces;



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- (w) not more than 1 driveway and crossover for each Lot, no wider than 4 metres at the street boundary, with at least 0.75 metres of screen planting between the driveway and the Side Boundary;
- (x) outdoor structures, including pergolas, gazebos and storage shed only constructed of materials complementary to Main Dwelling;
- (y) open-sided pergolas may be built to Side Boundary or Rear Boundary only if no greater than 5 metres in length and they do not impede a Lot's amenity or view;
- (z) driveways finished only with:
  - (i) masonry/clay pavers;
  - (ii) exposed aggregate concrete finish;
  - (iii) sleepers or timber boards;
  - (iv) gravel; or
  - (v) coloured concrete with inserts;provided that finishes over Council's nature-strip are to comply with Council's "Access to Property" policy;
- (aa) fencing for a Non-Beachfront Lot, (which is not a Corner Lot) as follows:
  - (i) to Street Front Boundary to maximum height of 1.2 metres, no more than 75% solid construction and constructed only from timber, brushwood or masonry (metal railings permitted).
  - (ii) Side Boundary fencing to maximum height of 1.2 metres from Street Front Boundary to building line and maximum height of 1.8 metres for remaining length of Lot, constructed only from timber, brushwood or masonry.
  - (iii) Rear Boundary Fencing to a maximum height of 1.8 metres and constructed only from timber, brushwood or masonry.



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- (bb) fencing for a Beachfront Lot as follows:
- (i) to Street Front Boundary to maximum height of 1.2 metres, no more than 75% solid construction and constructed only from timber, brushwood or masonry (metal railings permitted).
  - (ii) Side Boundary fencing to a maximum height of 1.2 metres from Street Front Boundary to building line and maximum height of 1.8 metres up to the boundary line between the 2(e) Zone and the 7(f) Zone and a maximum height of 1.2 metres for the remaining length of the Lot, constructed only of timber, brushwood or masonry (metal railings permitted).
  - (iii) fencing between a Beachfront Lot and the beach reserve to be a maximum height of 1.2 metres;
- (cc) fencing for a Non-Beachfront Lot which is a Corner Lot to Secondary Street Boundary to be a maximum height of 1.2 metres, no more than 75% solid construction and constructed of timber, brushwood or masonry (metal railings permitted);
- (10) **"Development Application"** means an application to Council for development consent in respect of a Lot;
- (11) **"Kings Beach"** means Kings Beach (No. 2) Pty Ltd ACN 088 124 190;
- (12) **"Lot"** means a lot in the Plan;
- (13) **"Main Dwelling"** means the principal residence constructed or to be constructed on a Lot;
- (14) **"Natural Benefits"** means the benefits of each Lot's natural elements to the intent that the westerly and southwesterly aspects should be limited to the siting of garages, laundries, storerooms and other service areas, and living, eating and sleeping spaces should be orientated predominantly to the north or northeast, using Element 5.1 - Site Planning of AMCORD 95 as a guideline.
- (15) **"Non-Beachfront Lot"** means a Lot that is not a Beachfront Lot
- (16) **"Plan"** means the plan of subdivision to which this Instrument relates.



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- (17) **"Primary Street Boundary"** means any boundary line, or part, which coincides with the alignment of the street to which the property is rated by Council (which is usually the narrowest boundary).
- (18) **"Required Documents"** means 2 copies of all relevant documents to be lodged with or in respect of any Development Application, and any other documents requested by the Building Works Consent Body including:
- (a) Sketch review application form as nominated by Kings Beach from time to time;
  - (b) Schematic design drawings including a site plan to scale 1:200 showing:
    - Northpoint;
    - Property lines with metes and bounds;
    - Building setbacks dimensioned;
    - Building footprint with entries, verandahs, balconies, terraces, pools, pergolas and overhangs shown;
    - Location of parking and garages;
    - Driveways, paths, landscaping and retaining walls;
  - (c) Floor plans and roof plans (to scale 1: 100);
  - (d) Elevation plan (scale 1: 100) showing materials and colours to be used, floor to floor heights, height to eaves and overall height from natural ground level, roof pitches and signage.
- (19) **"Rear Boundary"** means any boundary line, or part which coincides with the alignment of another property or public open space furthest away from the street;
- (20) **"Secondary Street Boundary"** means any boundary line, or part, which coincides with the alignment of a street which is not the Primary Street Boundary;
- (21) **"Side Boundary"** means any boundary line or part, which coincides with the alignment of another Lot;
- (22) **"Site Coverage"** means that portion of a Lot which is covered by a building or other structure having an impervious roof, including balconies and eaves;
- (23) **"Street Front Boundary"** means any boundary line, or part, of a Lot which coincides with the alignment of a primary street;

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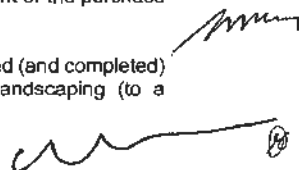
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- (24) **"Temporary Structures"** means Building Works which do not comply with Design Standards, but have approval of the Building Works Consent Body and are associated with construction of Building Works which comply with Design and Building Standards and have the approval of the Building Works Consent Body;
- (25) **"Variation"** means consent by the Building Works Consent Body to Building Works which are inconsistent with the Design and Building Standards;
- (26) **"2(e) Zone"** means the 2(e) (Residential Tourist) Zone under the Tweed Local Environment Plan 1987;
- (27) **"7(f) Zone"** means the 7(f) (Environmental Protection (Wetlands)) Zone and 7(f) (Environmental Protection (Coastal Lands)) Zone under the Tweed Local Environment Plan 1987 as these may apply to the Lots.

### 5.2 Restriction

- (1) No Development Application may be made without the prior written approval of the Building Works Consent Body.
- (2) No Building Works (other than Temporary Structures) may be commenced on a Lot without the prior written approval of the Building Works Consent Body, which consent may be given, given on conditions, or refused in the discretion of the Building Works Consent Body. The Building Works Consent Body will not unreasonably withhold its consent if the Building Works comply with Design and Building Standards.
- (3) Building Works must not differ from works approved by the Building Works Consent Body without a Variation which may be approved or refused by the Building Works Consent Body in its absolute discretion.
- (4) No Consolidation may take place without the prior written approval of the Building Works Consent Body (in its absolute discretion).
- (5) No application for consent of the Building Works Consent Body in respect of Building Works or Consolidation may be made without that application being accompanied by Required Documents.
- (6) A Lot must not be left in a vacant state for more than:
  - (a) 2 years from the date of this instrument; or
  - (b) if the Lot has been purchased from Kings Beach, 2 years from the date of settlement of the purchase of the Lot from Kings Beach,

without a Main Dwelling being constructed (and completed) on the Lot during such period and landscaping (to a



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reasonable standard) being made within 3 months of completion of Building Works of the Main Dwelling.

- (7) Temporary Structures must not be erected on a Lot unless associated with the construction of the Main Dwelling and then only present for the duration of the construction period.
- (8) For the benefit of any adjoining land owned by Kings Beach (No. 2) Pty Ltd ACN 088 124 190, but only during the ownership thereof by Kings Beach (No. 2) Pty Ltd ACN 088 124 190, its successors and assigns (other than purchasers on sale) no fence shall be erected on any lot burdened to divide such lot from the adjoining lot or lots without the consent of Kings Beach (No. 2) Pty Ltd ACN 088 124 190 provided that such consent shall not be withheld if:
  - (a) such fence is erected without expense to Kings Beach (No. 2) Pty Ltd ACN 088 124 190; and
  - (b) such fence has been approved by the Building Works Consent Body.

### 9.3 Amendments

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

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

### 9.4 Severability

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



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Name of Authority empowered to release, vary or modify easement firstly and secondly referred to in the abovementioned plan:

Tweed Shire Council

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

Tweed Shire Council

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

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



Authorised under the company's constitution

Donald O'Donoghue  
Director

cf- 344 Queen Street Brisbane  
Qld 4000

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

Westpac Banking Corporation ABN 33 007 457 141

by its Attorney Jonathan Kent Percy  
Tier One Attorney under Power of Attorney  
Book 4299 No. 332 in the presence of:

AUTHORISED PERSON  
TWEED SHIRE COUNCIL

11/10/04

GLEN ANTHONY HEARD  
(Witness)  
cf- Westpac.

REGISTERED AW 02.11.2004

# Planning Certificate under Section 10.7 (formerly Section 149)

## **Environmental Planning and Assessment Act, 1979**

Land No. 82055

**Applicant:** InfoTrack  
GPO Box 4029  
SYDNEY NSW 2000

**Certificate No:** ePlanCer23/0026  
**Date of Issue:** 11/01/2023  
**Fee Paid:** \$62.00  
**Receipt No:**

**Your Reference:**  
**eCustomer Reference:** MLD:2023007  
**Property Description:** Lot 165 DP 1201995; No. 13 Callistemon Avenue CASUARINA

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

### **ITEM 1**

#### **Names of relevant planning instruments and 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 B5 - Casuarina Beach

Section B9 - Tweed Coast Strategy

## 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 R1 General Residential

##### 1 Objectives of zone

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

##### 2 Permitted without consent

Environmental facilities; Environmental protection works; Home occupations

##### 3 Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Centre-based child care facilities; Community facilities; Dwelling houses; Food and drink premises; Group homes; Home industries; Hostels; Kiosks; Markets; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Residential flat buildings; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Serviced apartments; Shop top 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; Extractive industries; Farm buildings; Forestry; Freight

transport facilities; Function centres; Heavy industrial storage establishments; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Local distribution premises; Marinas; Moorings; Mortuaries; Open cut mining; Passenger transport facilities; Recreation facilities (major); Registered clubs; Research stations; Restricted premises; Rural industries; Rural workers' dwellings; Service stations; Sex services premises; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Wharf or boating facilities; Wholesale supplies

[End of Zone R1 Table]

**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:**

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

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

Section 94 Plan No 4 - Tweed Road Contribution Plan

Section 94 Plan No 11 - Tweed Shire Library Facilities

Section 94 Plan No 12 - Bus Shelters

Section 94 Plan No 13 - Eviron Cemetery

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

Section 94 Plan No 19 - Casuarina Beach/Kings Forest

Section 94 Plan No 22 - Cycleways

Section 94 Plan No 26 - Shirewide/Regional Open Space

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**

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

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

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

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

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

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

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

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

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

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

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

### **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) Council is aware that the land is in an area which may be susceptible to flooding. Consequently Council has adopted Development Control Plan A3 – Development of Flood Liable Land, which establishes minimum standards for development.

#### **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 is a flood control lot. Council is aware that the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls in the Tweed Local Environmental Plans and Development Control Plans. Flood related development controls, such as evacuation routes and/or refuges, are prescribed by Development Control Plan Section A3 - Development of Flood Liable Land. Property Flood Reports that provide general flood risk information for this land are available on Council's website.

## ITEM 10

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

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

#### **Land Slip:**

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

#### **Bushfire:**

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

#### **Tidal Inundation:**

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

#### **Subsidence:**

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

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

The subject land is identified as Class 2 on Councils "Acid Sulfate Soil Planning Map" under the relevant Tweed Local Environmental Plan.

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

## ITEM 12

### Loose-fill asbestos insulation

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

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

## ITEM 13

### Mine Subsidence:

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

No

## ITEM 14

### Paper subdivision information

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

There is no paper subdivision information relating to this land.

## ITEM 15

### Property Vegetation Plans

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

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

## ITEM 16

### Biodiversity Stewardship Sites:

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

**Note—**

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

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

## ITEM 17

### Biodiversity certified land:

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

**Note—**

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

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

## ITEM 18

### Orders under [Trees \(Disputes between Neighbours\) Act 2006](#)

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

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

## ITEM 19

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

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

(2) In this section—

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

**Note—**

Existing coastal protection works are works to reduce the impact of coastal hazards on land, such as seawalls, revetments, groynes and beach nourishment, that existed before 1 January 2011.

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

## ITEM 20

### Western Sydney Aerotropolis

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

- (a) in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17, or
- (b) shown on the [Lighting Intensity and Wind Shear Map](#), or
- (c) shown on the [Obstacle Limitation Surface Map](#), or

- (d) in the “public safety area” on the [Public Safety Area Map](#), or
- (e) in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the [Wildlife Buffer Zone Map](#).

Not applicable to Tweed Shire.

## ITEM 21

### Development consent conditions for seniors housing

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

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

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

## ITEM 22

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

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

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

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

#### Item (2)

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

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

#### Item (3)

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

### Prescribed matters in accordance with the Contaminated Land Management Act 1997

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

- (a) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act – if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,

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

**(a) Significantly Contaminated Land**

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

**(b) Management Order**

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

**(c) Approved Voluntary Management Proposal**

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

**(d) Ongoing Maintenance Order**

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

**(e) Site Audit Statement**

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

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

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

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

Per .....



Council Reference: DD19/0544  
Your Reference: 1902392 - Grossett



15 April 2019

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

The Conveyancing Leaders  
PO Box 150  
BANORA POINT NSW 2486

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

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

Please address all communications  
to the General Manager

ABN 99 176 193 418

Dear Sir/Madam

**Sewer Diagram**  
**Lot 165 DP 1201995; No. 13 Callistemon Avenue CASUARINA**

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

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

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

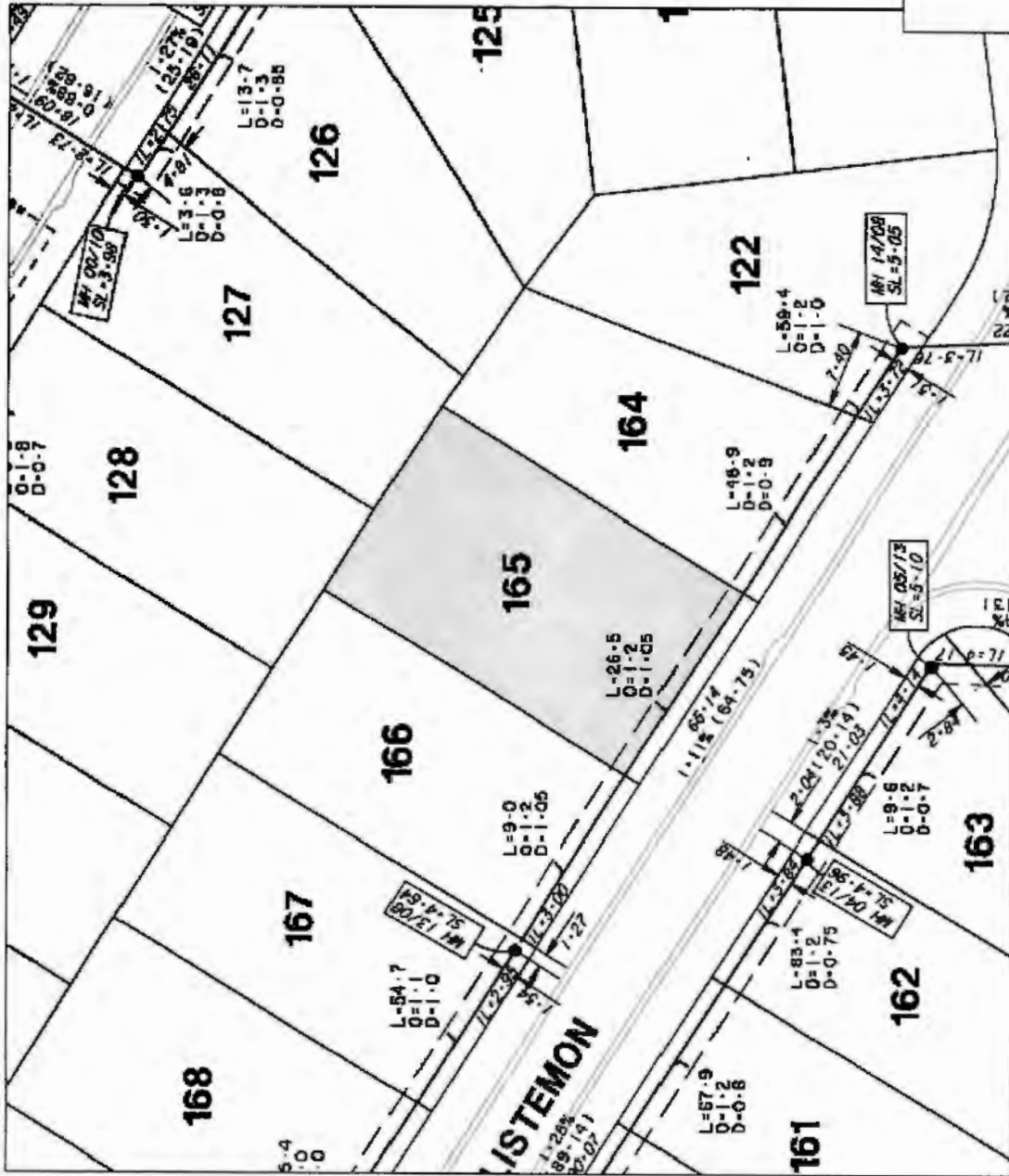
For further information regarding this matter please contact Council's Building and Environmental Health Unit.

Yours faithfully

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

**David McNicoll**  
**MANAGER BUILDING AND ENVIRONMENTAL HEALTH**

Enclosure



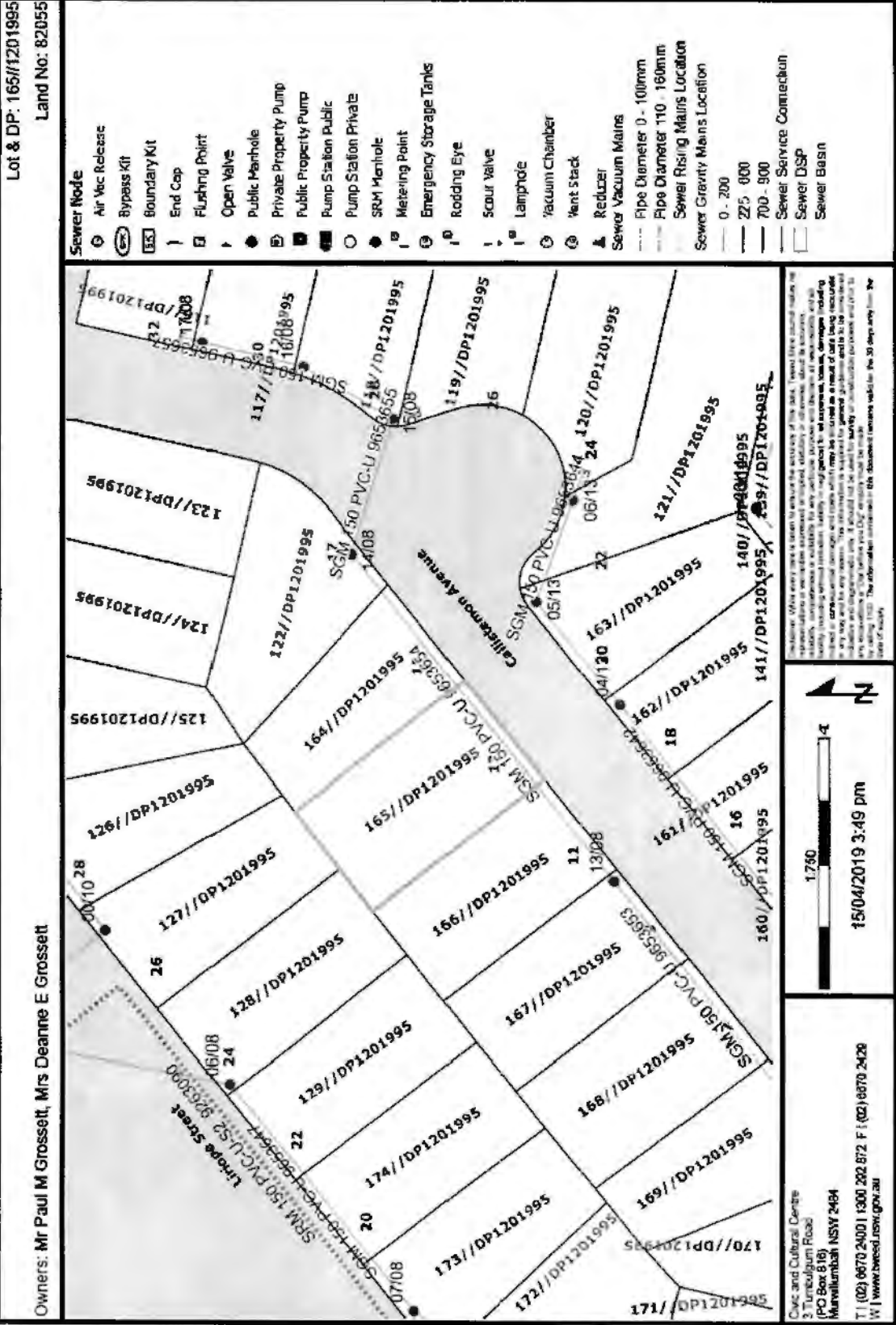
**TWEED SHIRE COUNCIL WARNING**

Drainage information is to the best of Council's knowledge and supplied for the guidance of persons collecting property or planning data. If preciseness of location is critical, a private survey should be arranged.

**VINCENT CONNELL**

**Director Planning and Regulation**

### Sewer Network Report



## **NSW SWIMMING POOL REGISTER**

### **Certificate of Registration**

#### **Section 30C - Swimming Pools Act 1992**

<b>Pool No:</b>	<b>2629db0f</b>
<b>Property Address:</b>	<b>13 CALLISTEMON AVENUE CASUARINA</b>
<b>Date of Registration:</b>	<b>10 November 2015</b>
<b>Type of Pool:</b>	<b>An outdoor pool that is not portable or inflatable</b>
<b>Description of Pool:</b>	<b>in ground</b>

The swimming pool at the above premises has been registered in accordance with Section 30B of the *Swimming Pools Act 1992*.

The issue of this certificate does not negate the need for regular maintenance of the pool.

**Please remember:**

- **Children should be supervised by an adult at all times when using your pool**
- **Regular pool barrier maintenance**
- **Pool gates must be closed at all times**
- **Don't place climbable articles against your pool barrier**
- **Remove toys from the pool area after use**

You may be required to obtain a **Pool Compliance Certificate** before you lease or sell your property. Contact your council for further information.

**This is NOT a Certificate of Compliance**



MRS KERRIE E HOWARTH  
13 CALLISTEMON AVENUE  
CASUARINA NSW 2487

Our reference: 7135642909282

Phone: 13 28 66

10 January 2023

## Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello KERRIE,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2410757152093
Vendor name	KERRIE ELLEN HOWARTH
Clearance Certificate Period	10 January 2023 to 10 January 2024

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,  
**Emma Rosenzweig**  
Deputy Commissioner of Taxation

### NEED HELP

Learn more about foreign resident capital gains withholding at [ato.gov.au/FRCGW](https://ato.gov.au/FRCGW)

### CONTACT US

In Australia? Phone us on  
**13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.



MR STEPHEN R HOWARTH  
13 CALLISTEMON AVENUE  
CASUARINA NSW 2487

Our reference: 7135642909493

Phone: 13 28 66

10 January 2023

## Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello STEPHEN,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2410757152171
Vendor name	STEPHEN RALPH HOWARTH
Clearance Certificate Period	10 January 2023 to 10 January 2024

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,  
**Emma Rosenzweig**  
Deputy Commissioner of Taxation

### NEED HELP

Learn more about foreign resident capital gains withholding at [ato.gov.au/FRCGW](https://ato.gov.au/FRCGW)

### CONTACT US

In Australia? Phone us on  
**13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.

## REQUISITIONS ON TITLE

**Vendor:**

**Purchaser:**

**Property: 13 Callistemon Avenue, Casuarina NSW 2487**

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

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