

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	LS PROPERTIES Shop 13, 2-6 Pandanus Parade CABARITA BEACH NSW 2488	Phone: 0434 490 877 Ref: Leanne Morris Email: leanne@lsproperties.com.au
co-agent	Not Applicable	
vendor		
vendor's solicitor	RICHARD BARTALESI & ASSOCIATES Suite 4, 10 William Street DOUBLE BAY NSW 2028	Phone: 02 9363-5413 Ref: RB:mp Email: richard@bartalesi.com.au
date for completion	42nd day after the contract date (clause 15)	
land (address, plan details and title reference)	UNIT 1, 27 NAUTILUS WAY, KINGSCLIFF NSW 2487 Lot: 1 in Strata Plan No: 99889 Folio Identifier: 1/SP99889	
improvements	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input 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: Townhouse	
attached copies	documents in the List of Documents as marked other documents:	

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

inclusions	<input type="checkbox"/> air conditioning <input 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 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	
purchaser	
purchaser's solicitor	
price	\$
deposit	\$ (10% of the price, unless otherwise stated)
balance	\$
contract date	(if not stated, the date this contract was made)

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

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

buyer's agent

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

SIGNING PAGE

VENDOR	PURCHASER
<p>Signed by</p> <p>_____</p> <p>Vendor</p> <p>_____</p> <p>Vendor</p>	<p>Signed by</p> <p>_____</p> <p>Purchaser</p> <p>_____</p> <p>Purchaser</p>
VENDOR (COMPANY)	PURCHASER (COMPANY)
<p>Signed by _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____</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>Signed by _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____</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 Lodgment Network (ELN) (clause 4): _____

Manual transaction (clause 30) NO yes
(if yes, vendor must provide further details, including any applicable exception, in the space below):

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

Land tax is adjustable NO yes
GST: Taxable supply NO yes in full yes to an extent
 Margin scheme will be used in making the taxable supply NO yes

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

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

Purchaser must make a **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"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input type="checkbox"/> 22 form of requisitions <input checked="" type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate	<input checked="" type="checkbox"/> 33 property certificate for strata common property <input checked="" type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to off the plan contract Other <input type="checkbox"/> 60
Home Building Act 1989 <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover Swimming Pools Act 1992 <input type="checkbox"/> 28 certificate of compliance <input checked="" type="checkbox"/> 29 evidence of registration <input checked="" 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

44 HOME PROPERTY MANAGEMENT
 Attention: Ms Sarah Humrich
 Email: manager@44homepropertymanagement.com.au
 Tel: 0415 907 868

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

1.1	In this contract, these terms (in any form) mean –
<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> • the issuer; • the expiry date (if any); and • the amount;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

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

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

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

9 Purchaser's default

- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *servicing* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion**• Vendor**

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

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

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

24 Tenancies

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

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

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.

CONDITIONS OF SALE BY AUCTION

If the property is or is intended to be sold at auction:

Bidders Record means the Bidders Record to be kept pursuant to Clause 18 of the *Property, Stock and Business Agents Regulation 2003* and Section 68 of the *Property, Stock and Business Agents Act 2002*:

- (1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
 - (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
 - (b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
 - (c) The highest bidder is the purchaser, subject to any reserve price.
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
 - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
 - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
 - (g) A bid cannot be made or accepted after the fall of the hammer.
 - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
- (2) The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
 - (b) Subject to subclause (2A), the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person.
 - (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce "vendor bid".
- (2A) The following conditions, in addition to those prescribed by subclauses (1) and (2), are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:
 - (a) More than one vendor bid may be made to purchase the interest of a co-owner.
 - (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.

- (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.
 - (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.
- (3) The following condition, in addition to those prescribed by subclause (1), is prescribed as applicable to and in respect of the sale by auction of livestock:

The purchaser of livestock must pay the stock and station agent who conducted the auction (or under whose immediate and direct supervision the auction was conducted) or the vendor the full amount of the purchase price:

- (a) if that amount can reasonably be determined immediately after the fall of the hammer – before the close of the next business day following the auction, or
- (b) if that amount cannot reasonably be determined immediately after the fall of the hammer – before the close of the next business day following determination of that amount,

unless some other time for payment is specified in a written agreement between the purchaser and the agent or the purchaser and the vendor made before the fall of the hammer.

ADDITIONAL CLAUSES FORMING PART OF THE CONTRACT

33. Notwithstanding any rule of law or equity to the contrary should the purchaser prior to completion:-
- (a) die or become mentally ill then the vendor may by notice served on the purchaser rescind this contract such rescission shall be a rescission pursuant to clause 19 hereof or;
 - (b) be declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors or being a company resolve to go into liquidation or have a petition for its winding up presented or enter into a scheme of arrangement with its creditors, or should a liquidator, receiver or official manager be appointed in respect thereof then the purchaser shall be deemed to be in default hereunder and the vendor shall be at liberty to exercise all or any of its rights conferred hereunder upon the purchasers default.

This clause shall apply mutatis mutandis to the purchaser.

34. The purchaser acknowledges that it has not been induced to enter into this contract by any warranties or representations whatsoever except such as are expressly herein contained.
35. The vendor and the purchaser agree that should any event arise entitling the vendor to issue a notice to complete on the purchaser then the vendor shall be entitled to serve such a Notice on the purchaser requiring the purchaser to complete the contract within a period of fourteen (14) days from the service of such notice (making time of the essence in this regard). The said period of fourteen (14) days shall be and be deemed to be a proper and reasonable time.

In the event that vendor issues a notice to complete making time of the essence of the contract, it is an essential term of this contract that the purchaser pays to the vendor on completion the sum of \$275.00 (inclusive of GST) in addition to any other amounts the purchaser may be liable to pay, being the minimum amount of the vendor's legal costs incurred as a result of the purchaser's default in not completing in accordance with the contract.

36. In the event that this contract for any reason other than default or delay by the vendor is not completed within the time prescribed herein, then the purchaser shall thereafter and pending completion pay to the vendor interest on the balance of the purchase price at the rate of 8% per annum to be paid on completion.
37. Particulars of title required to be given in accordance with clause 5 hereof are as set out herein, and the purchasers by their execution hereof, shall be deemed to have waived the necessity for such particulars being given and the time for submission of requisitions on title shall commence from the date hereof.
38. The purchaser acknowledges that it has inspected the improvements (if any) erected on the property and the inclusions (if any) referred to in this contract and that it is purchasing the same in their present state and condition of repair and without representation as to quality or fitness for a particular purpose.
39. The vendor and the purchaser hereby agree that the deposit herein provided for is to be invested by the vendor's agent in the name of the vendor and purchaser as an unsecured deposit at call with such persons as the vendor and the purchaser (or their respective solicitors) may agree upon and withdrawn on completion, rescission or termination of this

contract. Interest on such deposit shall, upon the same being released:

- (a) if the contract shall be validly terminated by the vendor, be payable to the vendor;
- (b) if the contract shall be validly terminated by the purchaser, be payable to the purchaser;
- (c) if the contract be rescinded pursuant to clause 19 hereof (and whether such rescission be by the vendor or the purchaser) be payable as to one-half to the purchaser and as to one-half to the vendor;
- (d) if the contract be validly completed according to its terms, be payable as to one half to the vendor and one half to the purchaser;

and if any dispute arises in respect of the deposit and/or the interest earned thereon the vendor's agent may pay the same into the Supreme Court of New South Wales and thereafter they shall be released from all liability (if any) to either the vendor or purchaser in respect thereof.

40. Notwithstanding any other term, condition or provision of the contract or any law, the vendor discloses and to the extent permissible by law the purchaser acknowledges and agrees that:

- (a) the purchaser has not been induced or influenced to enter into this contract or influenced in any way by any brochure, report, profitability analysis, advertisements, plans drawings, financial information or any other marketing or promotional material in respect to the property ("**marketing material**") or any statement or representation verbal or otherwise made or purported to be made by or on behalf of or in connection with the vendor or the vendors' solicitor of the vendors' agent;
- (b) the purchaser satisfied itself in all respects as to the existing and potential income stream in respect of the property and the opportunities (if any) for development or redevelopment of the property;
- (c) no warranty or representation is given or made by the vendor and the purchaser has satisfied itself in all respects as to:
 - (i) the condition or fitness of the property (including but not limited to the condition or fitness of the sub-surface of the property);
 - (ii) the condition or fitness for the purpose of the property for any purpose of any nature whatsoever or as to any use or activity or range of uses or activities which may be allowed or permitted:
 - (1) by any Federal, State or Local Government, Semi-Government or other body or authority, statutory or otherwise ("**Authority**");
 - (2) pursuant to the Environmental Planning and Assessment Act 1979 (NSW); or
 - (3) by any relevant planning instruments or draft planning instruments development control plans, draft development control plans, or any other relevant legislation.

or that any approvals of a relevant Authority has been obtained or have been complied with in terms of the use of the property and the purchaser shall not be entitled to rescind this contract nor shall it raise any requisition or objection or make any claims for loss, damage or compensation or any other relief in respect of or relating to any issue relative to such condition or fitness, including but not limited to any claim on the ground that;

- (4) there are any defects (whether latent or patent) in the property or any structure erected upon the property or in the provision, location or absence of services upon or relative to the property; or
 - (5) the physical condition of the property (including but not limited to the soil and sub-surfaces of it) is or may be such as to render the property unsuitable for the carrying out of any further construction of any building or structure, any further development or the conduct of any work (remedial or otherwise), extension, alteration or modification to the property of the improvements erected on the property;
- (d) All improvements on the property are purchased in their present condition and state of repair and with all faults and defects (apparent or latent), subject to any infestation and dilapidation and as a result of the purchaser's own inspection and investigation.
41. The purchaser warrants to the vendors that is was not introduced to the property by any agent other than the agent referred to herein, nor was any other agent the effective cause of the sale herein provided for. In the event that the purchaser is in breach of such warranty the purchaser hereby agrees to indemnify and keep indemnified the vendor against any claim for commission by any agent (other than the agent referred to herein) arising out of the sale herein provided. This additional clause shall not merge on completion hereof.
42. Each party agrees that if on completion any apportionment of outgoings required to be made under this contract is overlooked or incorrectly calculated he will forthwith upon being so requested by the other party make the correct calculation and pay such amount to the other party as is shown by such calculation to be payable. This clause shall not merge on completion.
43. For the purpose of clause 5.1 the requisitions or general questions about the property or the title must be in the form of the **attached** requisitions.
44. The purchaser warrants:
- (a) that the purchaser (and if more than one each of the purchasers) is not a "foreign person" within the meaning of section 21A of the Foreign Acquisition and Takeovers Act 1975 and a "person to whom this section applies" has the meaning ascribed to those words in section 26A of that Act;
 - (b) if the purchaser is within either of those definitions in the previous subclause then the previous warranty is not given and the purchaser warrants that he has obtained the necessary consent under the Foreign Acquisition and Takeovers Act 1975 for the purchase of the property.
 - (c) in the event of there being a breach of this warranty, whether deliberately or unintentionally, the purchaser agreed to indemnify and to compensate the vendor in respect of any loss, damage, penalty, fine or legal costs which may be incurred by the vendor as a consequence thereof.

(d) that this warranty and indemnity shall not merge on completion and is an essential term of this contract.

45. **DIRECTOR'S GUARANTEE**

I/We _____ and _____ of _____ (hereinafter referred to as "the Guarantors") being director/s of _____ a company incorporated in the State of _____ (hereinafter referred to as "the Company") in consideration of the vendor at my/our request agreeing to sell the property described in the contract to the Company **DO HEREBY GUARANTEE** to the vendor the due and punctual performance by the Company of **ALL THE TERMS AND CONDITIONS** of the within contract and do further **COVENANT AND AGREE THAT I/WE WILL INDEMNIFY** and keep the vendor indemnified against any loss and damage howsoever arising which the vendor may suffer in consequence of any failure of the Company to perform its obligations under the within contract.

The Guarantors acknowledge prior to execution hereunder that they have read and understood as evidence by their signatures hereto the terms and conditions of this contract for sale in its entirety.

SIGNED, SEALED & DELIVERED)
by the said _____ in the)
presence of:)

.....
Signature of witness

.....
Print name of witness

.....
Address of witness

SIGNED, SEALED & DELIVERED)
by the said _____ in the)
presence of:)

.....
Signature of witness

.....
Print name of witness

.....
Address of witness

46. If required by the vendor, the purchaser hereby agrees to and authorises a release of the deposit for the following reason:

(a) to enable the vendor to apply same or any part thereof as a deposit to be paid only into a solicitor's or Real Estate Agent's trust account for the purchase by the vendors of another property;

- (b) to enable the vendor to apply same or any part thereof as payment of stamp duty on a contract for sale for the purchase by the vendors of another property.
47. Clause 1 is amended by deleting the words “or a building society, credit union or other FCA institution as defined in Cheques Act 1986”.
 48. Clause 7.1.1 is deleted.
 49. Clause 8.1 amended by deleting the words “on reasonable grounds”.
 50. Clause 8.2 is amended by deleting the words “and those grounds”.
 51. Clause 16.5 is amended by deleting the words “plus another 20% of that fee”.
 52. Clause 16.7 is amended by deleting the words “by cash (up to \$2,000)”.
 53. Clause 16.8 is amended by deleting the word “settlement” and inserting the word “bank” in lieu thereof and deleting the reference to “\$10” and substituting a reference to “\$5”.
 54. Clause 24.3.3 is deleted.
 55. Clause 31.4 is deleted.
 56. If there is any inconsistency between the terms and conditions contained in these additional clauses and the printed terms and conditions of the contract for sale of land the terms and conditions contained in these additional clauses shall prevail.



FOLIO: 1/SP99889

SEARCH DATE	TIME	EDITION NO	DATE
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28/2/2023	12:16 PM	3	17/11/2021

LAND

LOT 1 IN STRATA PLAN 99889
AT KINGSCLIFF
LOCAL GOVERNMENT AREA TWEED

FIRST SCHEDULE

AS JOINT TENANTS

(T AR625304)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP99889
- 2 AR625305 MORTGAGE TO BNK BANKING CORPORATION LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP99889

SEARCH DATE	TIME	EDITION NO	DATE
28/2/2023	12:16 PM	1	25/7/2019

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 99889
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT KINGSCLIFF
LOCAL GOVERNMENT AREA TWEED
PARISH OF CUDGEN COUNTY OF ROUS
TITLE DIAGRAM SP99889

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 99889
ADDRESS FOR SERVICE OF DOCUMENTS:
27 NAUTILUS WAY
KINGSCLIFF
NSW 2487

SECOND SCHEDULE (12 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE RESIDENTIAL SCHEMES MODEL BY-LAWS CONTAINED IN THE STRATA SCHEMES MANAGEMENT REGULATION APPLICABLE AT THE DATE OF REGISTRATION OF THE SCHEME
KEEPING OF ANIMALS - OPTION A HAS BEEN ADOPTED
SMOKE PENETRATION - OPTION A HAS BEEN ADOPTED
- 3 DP1162588 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (1) IN THE S.88B INSTRUMENT
- 4 DP1162588 POSITIVE COVENANT REFERRED TO AND NUMBERED (2) IN THE S.88B INSTRUMENT
- 5 DP1162588 EASEMENT TO DRAIN SEWAGE 3 & 3.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 DP1254651 RIGHT OF CARRIAGEWAY 6.5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 DP1254651 EASEMENT TO DRAIN & STORE WATER 6.5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 8 DP1254651 EASEMENT FOR UNDERGROUND POWERLINES 1 & 2 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 9 SP99889 EASEMENT FOR CAR PARKING 2.7 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP99889

PAGE 2

SECOND SCHEDULE (12 NOTIFICATIONS) (CONTINUED)

DIAGRAM

- * 10 SP100350 RIGHT OF FOOTWAY 1.6 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- * 11 SP100350 EASEMENT FOR CAR PARKING 2.8 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- * 12 SP100349 RIGHT OF FOOTWAY 2.43 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 100)

STRATA PLAN 99889

LOT	ENT	LOT	ENT	LOT	ENT
1	- 36	2	- 31	3	- 33

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Planning Certificate under Section 10.7 (formerly Section 149)

Environmental Planning and Assessment Act, 1979

Land No. 84642

Applicant: Richard Bartalesi & Associates
SUITE 4, 10 WILLIAM STREET
DOUBLE BAY NSW 2028

Certificate No: ePlanCer23/0523
Date of Issue: 01/03/2023
Fee Paid: \$62.00
Receipt No:

Your Reference:

eCustomer Reference:

RB:mp

Property Description:

Lot 1 SP 99889; No. 1/27 Nautilus Way KINGSCLIFF

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

ITEM 1

Names of relevant planning instruments and development control plans

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

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

Item 1(1)

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

Tweed Shire LEP 2014

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

State Environmental Planning Policy (Industry and Employment) 2021 - Chapter 3 Advertising and Signage

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

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

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

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

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

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

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

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

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

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

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

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

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

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

State Environmental Planning Policy (Planning Systems) 2021

Item 1(2)

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

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

Item 1(3)

The following development control plan(s) that have been prepared in draft or adopted may apply to the carrying out of development on the land:

Section A1 - Residential and Tourist Development Code

Section A2 - Site Access and Parking Code

Section A3 - Development of Flood Liable Land

Section A4 - Advertising Signs Code

Section A5 - Subdivision Manual

Section A6 - Biting Midge and Mosquito Control

Section A7 - Child Care Centres

Section A8 - Brothels Policy

Section A9 - Energy Smart Homes Policy

Section A10 - Exempt and Complying Development

Section A13 - Socio Economic Impact Assessment

Section A15 - Waste Minimisation and Management

Section A16 - Preservation of Trees or Vegetation

Section A17 - Business, Enterprise Corridor and General Industrial Zones

Section A18 - Heritage

Section A19 - Biodiversity and Habitat Management

Section B9 - Tweed Coast Strategy

Section B26 - Kingscliff Locality Plan

ITEM 2

Zoning and land use under relevant planning instruments

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

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

Item 2(a-c)

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

Zone B4 Mixed Use

1 Objectives of zone

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

2 Permitted without consent

Environmental facilities; Environmental protection works; Home occupations

3 Permitted with consent

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

4 Prohibited

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

Wholesale supplies

[End of Zone B4 Table]

Zone R3 Medium Density Residential

1 Objectives of zone

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

2 Permitted without consent

Environmental facilities; Environmental protection works; Home occupations

3 Permitted with consent

Attached dwellings; Boarding houses; Centre-based child care facilities; Community facilities; Group homes; Home industries; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Respite day care centres; Roads; Seniors housing; Tank-based aquaculture; Any other development not specified in item 2 or 4

4 Prohibited

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

[End of Zone R3 Table]

Statement:

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

Item 2(d)

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

Not applicable.

Item 2(e) - Biodiversity Value:

The subject land is not in an area of outstanding biodiversity value under the [Biodiversity Conservation Act 2016](#).

Item 2(f) - Conservation Area:

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

Item 2(g) - Item of Environmental Heritage:

The subject land does not contain nor constitute an item of environmental heritage as listed in the applicable

Tweed Local Environmental Plan.

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

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

ITEM 3

Contributions Plans:

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

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

Section 94 Plan No 4 - Tweed Road Contribution Plan

Section 94 Plan No 11 - Tweed Shire Library Facilities

Section 94 Plan No 12 - Bus Shelters

Section 94 Plan No 13 - Eviron Cemetery

Section 94 Plan No 15 - Developer Contributions for Community Facilities

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

Section 94 Plan No 22 - Cycleways

Section 94 Plan No 26 - Shirewide/Regional Open Space

Section 94 Plan No 28 - Seaside City

Section 94 Plan No 32 - Developer Contributions for Heavy Haulage

ITEM 4

Complying Development

- (1) *If the land is land on which complying development may be carried out under each of the complying development codes under [State Environmental Planning Policy \(Exempt and Complying Development Codes\) 2008](#), because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.*
- (2) *If complying development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.*
- (3) *If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that—*
 - (a) *a restriction applies to the land, but it may not apply to all of the land, and*
 - (b) *the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.*
- (4) *If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.*

Part 3 Housing Code

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

Part 3A Rural Housing Code

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

Part 3B Low Rise Housing Diversity Code

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

Part 3C Greenfield Housing Code

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

Part 4 Housing Alterations Code

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

Part 4A General Development Code

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

Part 5 Industrial and Business Alterations Code

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

Part 5A Industrial and Business Buildings Code

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

Part 5B Container Recycling Facilities Code

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

Part 6 Subdivisions Code

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

Part 7 Demolition Code

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

Part 8 Fire Safety Code

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

Qualifying Statement on Council Data Affecting this Item

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

ITEM 5

Exempt Development

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

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

Qualifying Statement on Council Data Affecting this Item

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

ITEM 6

Affected building notices and building product rectification orders

- (1) *Whether the council is aware that—*
- (a) *an affected building notice is in force in relation to the land, or*
 - (b) *a building product rectification order is in force in relation to the land that has not been fully complied with, or*
 - (c) *a notice of intention to make a building product rectification order given in relation to the land is outstanding.*
- (2) *In this section—*
- affected building notice** has the same meaning as in the [Building Products \(Safety\) Act 2017, Part 4](#).
- building product rectification order** has the same meaning as in the [Building Products \(Safety\) Act 2017](#).

Item (1)(a-c)

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

ITEM 7

Land reserved for acquisition:

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

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

ITEM 8

Road Widening and Road Realignment:

- Whether the land is affected by road widening or road realignment under—*
- (a) *the [Roads Act 1993, Part 3, Division 2](#), or*
 - (b) *an environmental planning instrument, or*
 - (c) *a resolution of the council.*

Item 8(a-c)

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

ITEM 9

Flood related development controls

- (1) *If the land or part of the land is within the flood planning area and subject to flood related development controls.*
- (2) *If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.*
- (3) *In this section—*
- flood planning area** has the same meaning as in the *Floodplain Development Manual*.

Floodplain Development Manual means the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

probable maximum flood has the same meaning as in the Floodplain Development Manual.

Item 9(1-3)

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

Floodplain Risk Management Study

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

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

ITEM 10

Council and other public authority policies on hazard risk restrictions

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

Land Slip:

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

Bushfire:

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

Tidal Inundation:

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

Subsidence:

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

Acid Sulfate Soils:

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

Contamination:

Council has by resolution, adopted a policy which may restrict development of the subject land in respect of potential contamination of that land.

Due to the historical nature of land uses in the Tweed Shire, there is a possibility that land previously used for

such purposes as agriculture, industrial, residential, commercial or similar uses would contain contamination. Enquiries should be made at the Council for any information held in their files and enquiries should also be made with all other relevant authorities. Tweed Shire Council has not yet prepared any detailed information as to whether this land is contaminated land.

Coastal Hazards:

This property is not affected.

Aircraft Noise:

The subject site does not lie within an Australian Noise Exposure Forecast (ANEF) zone surrounding Gold Coast Airport. Additional information on aircraft noise and the ANEF can be obtained from Gold Coast Airport on (07) 5589 1100 or by visiting their website at <http://www.goldcoastairport.com.au/>.

Any Other Risk:

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

- **Cattle Tick Dip Sites:**

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

ITEM 11

Bush Fire Prone Land

- | |
|--|
| <p>(1) <i>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.</i></p> <p>(2) <i>If none of the land is bush fire prone land, a statement to that effect.</i></p> |
|--|

The subject land is not identified as bush fire prone land in accordance with the Bush Fire Prone Land map certified in accordance with Section 10.3(2) of the Environmental Planning and Assessment Act, 1979, as amended.

ITEM 12

Loose-fill asbestos insulation

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

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

ITEM 13

Mine Subsidence:

<p><i>Whether the land is declared to be a mine subsidence district, within the meaning of the Coal Mine Subsidence Compensation Act 2017.</i></p>
--

No

ITEM 14

Paper subdivision information

- | |
|---|
| <p>(1) <i>The name of a development plan adopted by a relevant authority that—</i></p> <ul style="list-style-type: none">(a) <i>applies to the land, or</i>(b) <i>is proposed to be subject to a ballot.</i> <p>(2) <i>The date of a subdivision order that applies to the land.</i></p> |
|---|

(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—
- in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17, or*
 - shown on the [Lighting Intensity and Wind Shear Map](#), or*
 - shown on the [Obstacle Limitation Surface Map](#), or*
 - in the “public safety area” on the [Public Safety Area Map](#), or*
 - 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

- 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—*
 - the period for which the certificate is current, and*
 - that a copy may be obtained from the Department.*
- 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).*
- 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).*
- In this section—*
former site compatibility certificate means a site compatibility certificate issued under [State Environmental Planning Policy \(Affordable Rental Housing\) 2009](#).

Item (1)(a-b)

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

Item (2)

State Environmental Planning Policy (Housing) 2021, Chapter 2, Part 2 does not apply to the land.

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

Item (3)

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

Prescribed matters in accordance with the Contaminated Land Management Act 1997

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

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

(a) Significantly Contaminated Land

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

(b) Management Order

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

(c) Approved Voluntary Management Proposal

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

(d) Ongoing Maintenance Order

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

(e) Site Audit Statement

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

NOTE: *The information contained in this certificate needs to be read in conjunction with the provisions of the Environmental Planning and Assessment Act 1979 and Environmental Planning and Assessment Regulation 2021.*

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

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

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

- *Development Approval/s issued within the last five years;*
- *Draft Environmental Planning Instruments;*
- *Tree Preservation Orders;*
- *Further Information Regarding Contamination;*
- *Height under Tweed Local Environmental Plan 2000; Tweed City Centre Local Environmental Plan 2012 and Tweed Local Environmental Plan 2014*
- *Aircraft Noise;*
- *Future Road Corridor;*
- *Future Road Widening; and*
- *Farmland Protection*

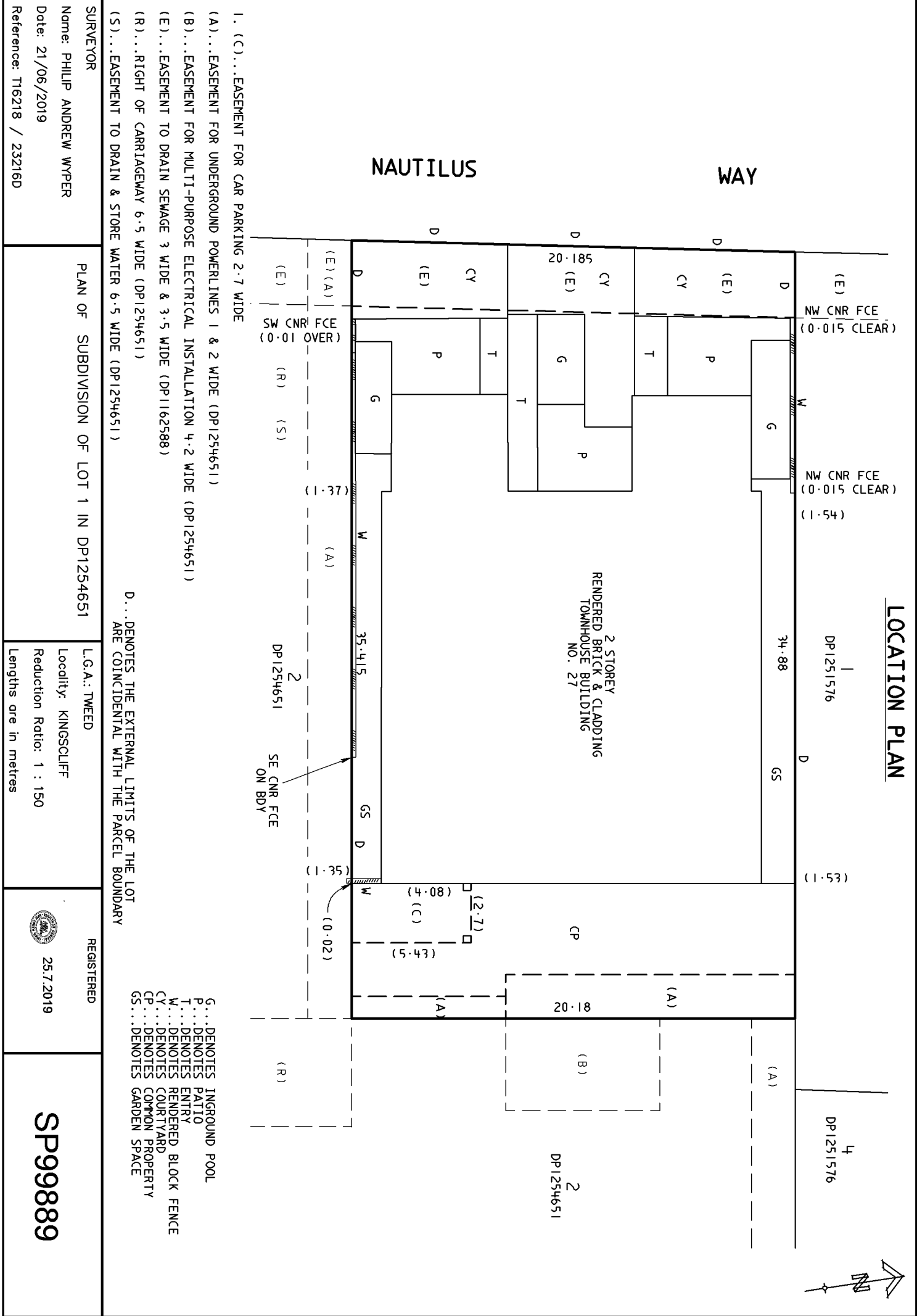
Council draws your attention to Section 10.7(6) which states that a Council shall not incur any liability in respect of any advice provided in good faith pursuant to subsection (5).

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

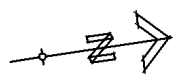


TROY GREEN
GENERAL MANAGER

Per



LOCATION PLAN



- 1. (C)...EASEMENT FOR CAR PARKING 2.7 WIDE
- (A)...EASEMENT FOR UNDERGROUND POWERLINES 1 & 2 WIDE (DP1254651)
- (B)...EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION 4.2 WIDE (DP1254651)
- (E)...EASEMENT TO DRAIN SEWAGE 3 WIDE & 3.5 WIDE (DP1162588)
- (R)...RIGHT OF CARRIAGEWAY 6.5 WIDE (DP1254651)
- (S)...EASEMENT TO DRAIN & STORE WATER 6.5 WIDE (DP1254651)

D...DENOTES THE EXTERNAL LIMITS OF THE LOT ARE COINCIDENTAL WITH THE PARCEL BOUNDARY

- G...DENOTES INGROUND POOL
- P...DENOTES PATIO
- T...DENOTES ENTRY
- W...DENOTES RENDERED BLOCK FENCE
- CY...DENOTES COURTYARD
- CP...DENOTES COMMON PROPERTY
- GS...DENOTES GARDEN SPACE

SURVEYOR
 Name: PHILIP ANDREW WYPER
 Date: 21/06/2019
 Reference: T16218 / 23216D

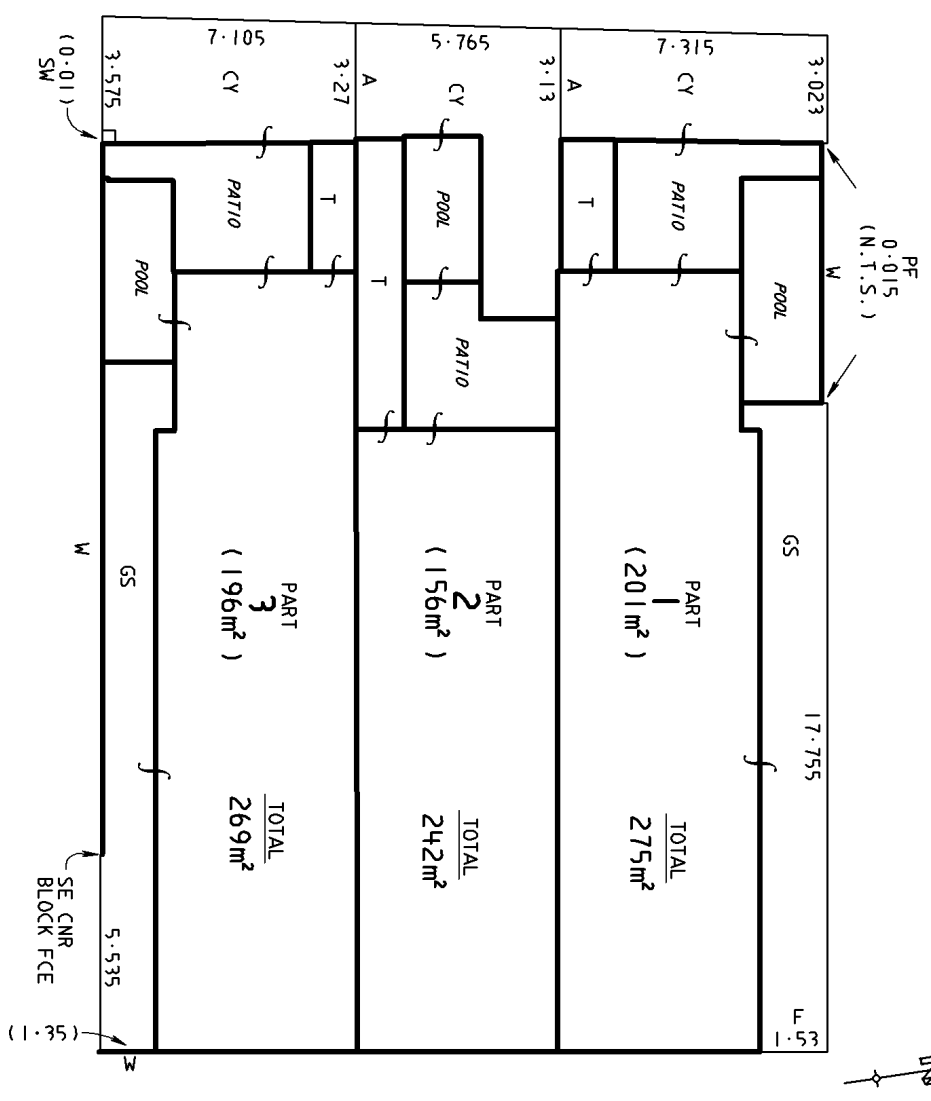
PLAN OF SUBDIVISION OF LOT 1 IN DP1254651

L.G.A.: TWEED
 Locality: KINGSCLEFF
 Reduction Ratio: 1 : 150
 Lengths are in metres

REGISTERED
 25.7.2019

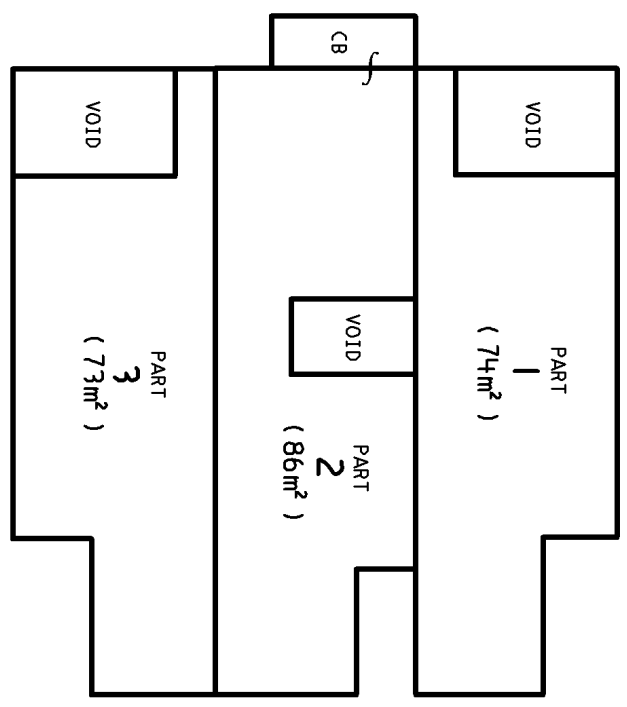
SP99889

GROUND LEVEL



A... DENOTES CENTRELINE OF WALL PRODUCED
 F... DENOTES OUTSIDE FACE OF WALL PRODUCED
 T... DENOTES TILED ENTRY
 W... DENOTES RENDERED BLOCK FENCE
 M... DENOTES COVERED BALCONY
 CB... DENOTES COVERED BALCONY
 CY... DENOTES COURTYARD
 GS... DENOTES GARDEN SPACE
 SW... DENOTES FROM SOUTH WEST CORNER OF BLOCK FENCE
 PF... DENOTES PERPENDICULAR TO NORTH FACE OF BLOCK FENCE

LEVEL 1



THE STRUTUM OF THE COURTYARDS & GARDEN SPACES IS LIMITED IN DEPTH AND HEIGHT FROM 3 BELOW TO 10 ABOVE THE UPPER SURFACE OF THE CONCRETE GROUND FLOOR OF THE RESPECTIVE ADJOINING UNIT EXCEPT WHERE COVERED WITHIN THIS LIMIT.
 THE STRUTUM OF THE PATIO, ENTRY & POOLS ARE LIMITED IN HEIGHT FROM TO 10 ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR OF THE RESPECTIVE STRUCTURE EXCEPT WHERE COVERED WITHIN THIS LIMIT.


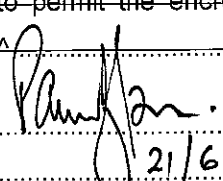
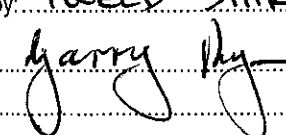
SURVEYOR Name: PHILIP ANDREW WYPER
 Date: 21/06/2019
 Reference: T16218 / 23216D


PLAN OF SUBDIVISION OF LOT 1 IN DP1254651

L.G.A.: TWEED
 Locality: KINGSCLIFF
 Reduction Ratio: 1 : 150
 Lengths are in metres

REGISTERED 25.7.2019


SP99889

SP FORM 3.01	STRATA PLAN ADMINISTRATION SHEET	Sheet 1 of 3 sheet(s)
Office Use Only Registered:  25.7.2019	SP99889	
PLAN OF SUBDIVISION OF: LOT 1 IN DP1254651	LGA: TWEED Locality: KINGSCLIFF Parish: CUDGEN County: ROUS	
This is a *FREEHOLD/*LEASEHOLD Strata Scheme		
Address for Service of Documents No 27, NAUTILUS WAY KINGSCLIFF NSW 2487 Provide an Australian postal address including a postcode	The by-laws adopted for the scheme are: * Model by-laws for residential strata schemes together with: Keeping of animals: Option *A*/B Smoke penetration: Option *A*/B (see Schedule 3 <i>Strata Schemes Management Regulation 2016</i>) * The strata by laws lodged with the plan.	
<p style="text-align: center;">Surveyor's Certificate</p> I PHILIP ANDREW WYPER..... of B & P SURVEYS..... being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met. *The building encroaches on: *(a) a public place *(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^ Signature:  Date: 21/6/19 Surveyor ID: 2340 Surveyor's Reference: T16218 / 23216D ^ Insert the deposited plan number or dealing number of the instrument that created the easement	<p style="text-align: center;">Strata Certificate (Accredited Certifier)</p> I <u>GARRY RYAN</u> being an Accredited Certifier, accreditation number <u>BPB0565</u> , certify that in regards to the proposed strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i> . *(a) This plan is part of a development scheme. *(b) The building encroaches on a public place and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment. *(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^..... will be created as utility lots and restricted in accordance with Section 63 <i>Strata Schemes Development Act 2015</i>. Certificate Reference: <u>QU190003ST01</u> Relevant Planning Approval No.: <u>DA17/0381</u> issued by: <u>TWEED SHIRE COUNCIL</u> Signature:  Date: 4/7/2019 ^ Insert lot numbers of proposed utility lots.	
* Strike through if inapplicable		

Office Use Only	Office Use Only
Registered:  25.7.2019	SP99889

VALUER'S CERTIFICATE

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

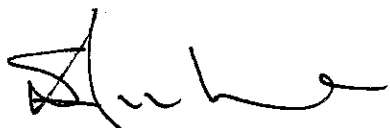
Signature:  Date 21 June 2019

SCHEDULE OF UNIT ENTITLEMENT


LOT	U.E.
1	36
2	31
3	33
AGGREGATE	100

Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
CP		27	Nautilus	Way	Kingscliff
1	1	27	Nautilus	Way	Kingscliff
2	2	27	Nautilus	Way	Kingscliff
3	3	27	Nautilus	Way	Kingscliff

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



.....
 Stuart Archer: Sole Director / Secretary

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 3 of 3 sheet(s)
Registered:  25.7.2019	Office Use Only	Office Use Only
		SP99889

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

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

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

1. EASEMENT FOR CAR PARKING 2.7 WIDE

Executed for and on behalf of
Australia and New Zealand Banking Group Limited)
ABN 11 005 357 522)
under Power of Attorney dated 18th November 2002)
and registered in New South Wales)
Book: 4376 Folio: 410 by)

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

[Signature]
.....
Signature of Attorney
in the presence of
Kathryn Hunt
.....
Signature of Witness
KATHY HUNT
.....
Print Name of Witness
Address of Witness
) Car Harbour Drive & Gordon St
) Coffs Harbour NSW 2450

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

ePlan
(Sheet 1 of 3 Sheets)

Plan:

SP99889

**Full Name and address
of the owner of the land:**

Plan of Subdivision of Lot 1 in DP1254651 covered by Strata Subdivision
Certificate No. Q11900035T01 dated 4 JULY 2019

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

PART 1 Creation

Number of item shown in the intention panel on the plan	Identity of easement or profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement for Car Parking 2.7 wide	Common Property	Lot 3 in DP1254651

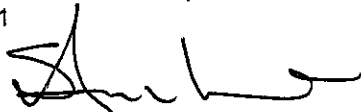
PART 2 (Terms)

1. Terms of Easement for Car Parking 2.7 wide numbered 1 in the plan

- 1.1 In this clause, "Authorised Users" means the owners and occupiers of the Burdened Lot and the Benefited Lot.
- 1.2 The Authorised Users may use the area of the lot burdened shown in the plan as Easement for Car Parking (C) for the purpose of non-permanent visitor car parking.
- 1.3 The Authorised Users shall not litter the driveway area and shall generally keep the area clean and tidy
- 1.4 The Authorised Users shall be liable at their cost to repair any damage caused to the driveway or easement area caused by an Authorised User's negligent act or omission.
- 1.5 The Benefited Lot and the Burdened Lots shall be responsible for the repair, replacement and renewal of the easement area in equal shares.

Plan: **SP99889** Plan of Subdivision of Lot 1 in DP1254651 covered by Strata Subdivision
Certificate No. QU190003ST01 dated 4 JULY 2019

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



Signature of Sole Director/Secretary

Stuart Archer
Name of Director/Secretary



Plan:
SP99889

Plan of Subdivision of Lot 1 in DP1254651 covered by Strata Subdivision
Certificate No. Q1190003ST1 dated **4 JULY** 2019

Australia and New Zealand Banking Group Limited

Executed for and on behalf of
Australia and New Zealand Banking Group Limited)
ABN 11 005 357 522)
Under Power of Attorney dated 18th November 2002)
and registered in New South Wales)
Book: 4376 Folio: 410 by)

Steven Knight
.....
Signature of Attorney

Steven Knight
.....

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

Kathryn Hunt
.....
Signature of Witness

KATHRYN HUNT
.....
Print Name of Witness

) Address of Witness
) Cnr Harbour Drive & Gordon St
) Coffs Harbour NSW 2450

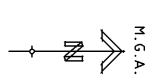
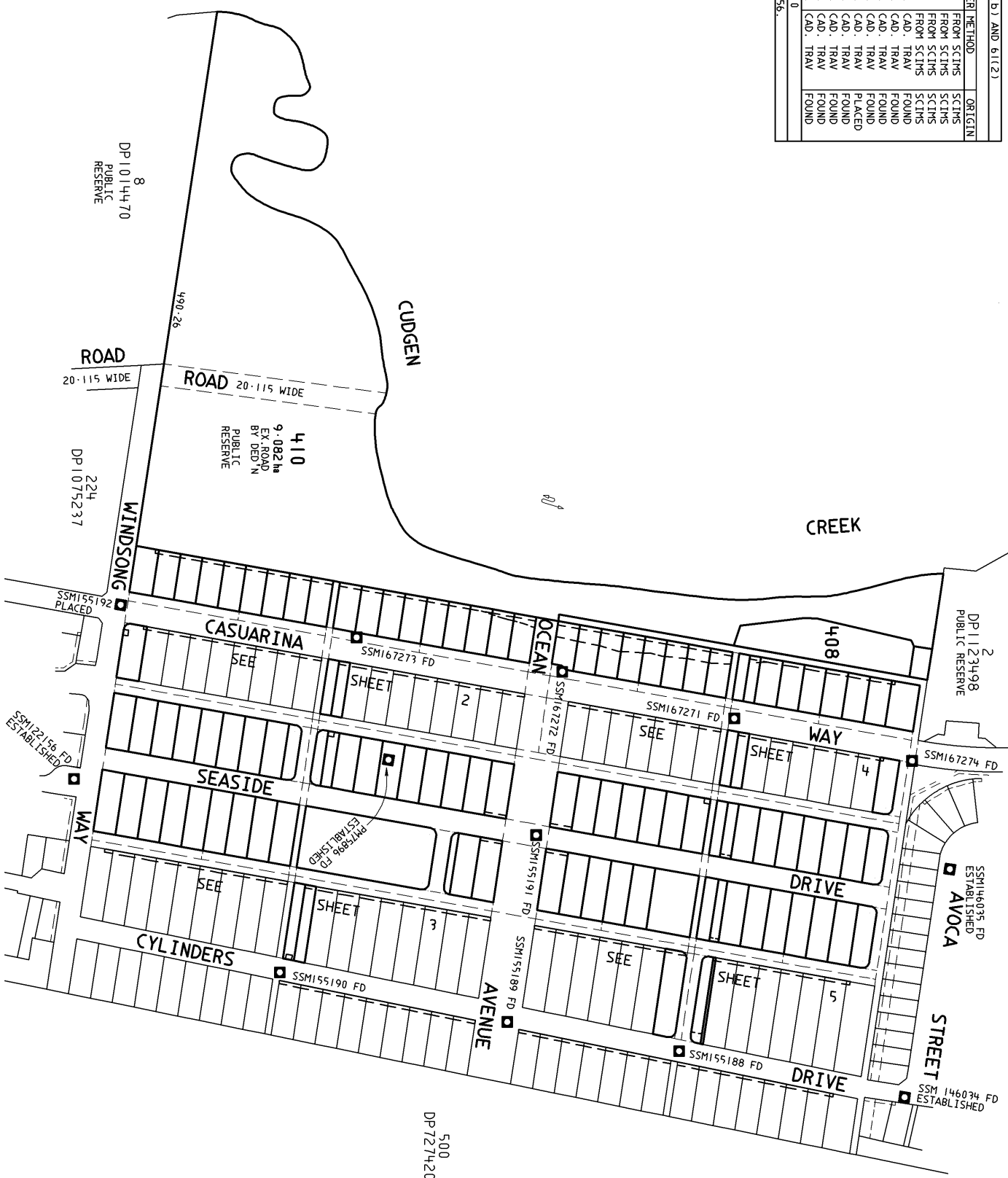
[Handwritten mark]

SURVEYING REGULATION 2006: CLAUSE 36(1)(b) AND 61(2)				CLASS ORDER	METHOD	ORIGIN
MARK	E	N	M.G.A. CO-ORDINATES			
SSM122156	556330.337	6870750.212		1	FROM SCINS	SCINS
PMT5896	556312.946	6871075.306		A	FROM SCINS	SCINS
SSM146074	556618.989	6871503.349		C	FROM SCINS	SCINS
SSM146075	556577.158	6871544.389		B	FROM SCINS	SCINS
SSM15188	556577.158	6871298.878		2	FROM SCINS	SCINS
SSM15189	556550.706	6871143.009		D	N/A CAD. TRAV	FOUND
SSM15190	556505.699	6870956.779		D	N/A CAD. TRAV	FOUND
SSM15191	556381.242	6871169.290		D	N/A CAD. TRAV	FOUND
SSM15192	556172.407	6870792.483		D	N/A CAD. TRAV	PLACED
SSM167271	556275.469	6871348.888		D	N/A CAD. TRAV	FOUND
SSM167272	556233.062	6871192.977		D	N/A CAD. TRAV	FOUND
SSM167273	556201.933	6871006.439		D	N/A CAD. TRAV	FOUND
SSM167274	556313.941	6871510.106		D	N/A CAD. TRAV	FOUND

SOURCE: M.G.A. CO-ORDS ADOPTED FROM SCINS 20-12-10
 COMBINED SCALE FACTOR: 0.999638 ZONE 56.

CONNECTIONS

PMT5896 - SSM146074
 33° 10' 47" S 279° 42' 21" E
 33° 10' 47" S 279° 42' 21" E MGA GROUND
 SSM146074 - SSM122156
 200° 58' 13" S 806° 850' MGA GROUND
 SSM122156 - PMT5896
 356° 30' 33" S 285° 727' MGA GROUND
 PMT5896 - SSM15191
 27° 00' 35" S 150° 44' 2"
 SSM15191 - PMT5896
 297° 04' 27" S 216° 55' 5"



Surveyor: TIMOTHY JOSEPH REIN
 Date of Survey: 2/2/2011
 Surveyor's Ref: M05506/18282C
 2010M7100(1486) Additional Sheets

PLAN OF SUBDIVISION OF LOTS 44, 60, 61, 69-83, 85-120, 122-137, 144, 61 & 70-82 IN DP1162588 SWAGE WITHIN LOTS 17 AND 25 IN SCINS 45-50 MAIN IN DP1145386

LGA: TWEED SHIRE
 Locality: KINGSCULF
 Subdivision No: SC11/0020, SC11/0021
 Lengths are in metres, Reduction Ratio 1:2500

Registered
 28.07.2011

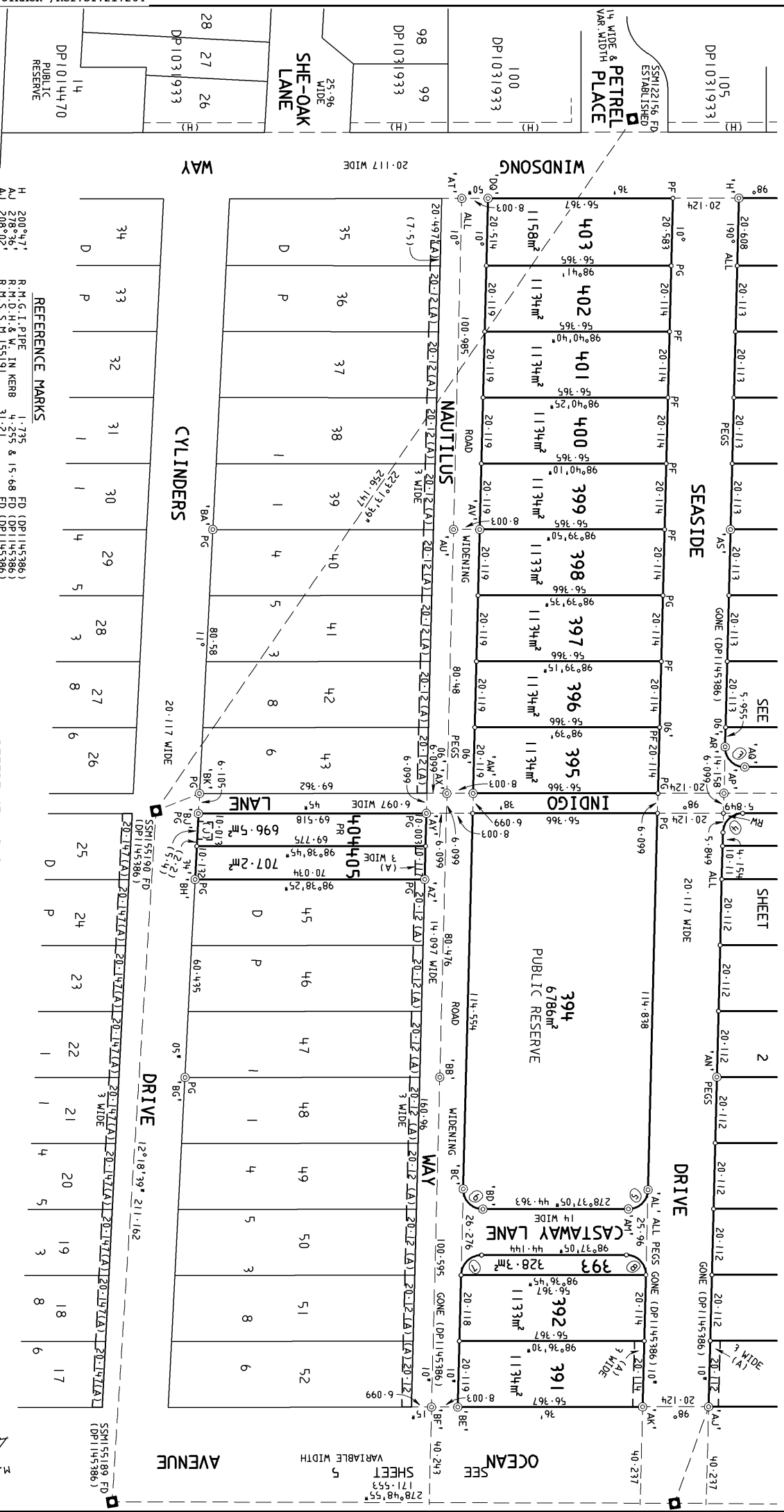
DP1162588

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



LINE	CHORD BEARING	CHORD	ARC	RADIUS	PF	DEMOTES PEG	FD	DATE OF SURVEY	DATE OF SUBDIVISION	LOCALITY	REGISTERED																
1	324°21'30"	8.595	9.581	6.0	PF	DP1145386	20110700	2/2/2011	44, 60, 61, 69-83	KINGSCULF	28.07.2011																
2	54°22'30"	8.377	9.272	6.0	PG	DP1145386	20110700	2/2/2011	83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 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402, 403, 404, 405, 406, 407, 408, 409, 410

DP1162588



Lot	Area	Notes
26	1134m ²	1134m ²
27	1134m ²	1134m ²
28	1134m ²	1134m ²
29	1134m ²	1134m ²
30	1134m ²	1134m ²
31	1134m ²	1134m ²
32	1134m ²	1134m ²
33	1134m ²	1134m ²
34	1134m ²	1134m ²
35	1134m ²	1134m ²
36	1134m ²	1134m ²
37	1134m ²	1134m ²
38	1134m ²	1134m ²
39	1134m ²	1134m ²
40	1134m ²	1134m ²
41	1134m ²	1134m ²
42	1134m ²	1134m ²
43	1134m ²	1134m ²
44	1134m ²	1134m ²
45	1134m ²	1134m ²
46	1134m ²	1134m ²
47	1134m ²	1134m ²
48	1134m ²	1134m ²
49	1134m ²	1134m ²
50	1134m ²	1134m ²
51	1134m ²	1134m ²
52	1134m ²	1134m ²

REFERENCE MARKS

Point	Coordinates	Description
BA	281°33' R.M.D.H. & W. IN KERB	FD (DP1145386)
BB	353°18' R.M.G.I. PIPE	FD (DP1145386)
BC	270°46' R.M.G.I. PIPE	FD (DP1145386)
BD	176°11' R.M.G.I. PIPE	FD (DP1145386)
BE	278°42' R.M.D.H. & W. IN KERB	FD (DP1145386)
BF	276°59' R.M.D.H. & W. IN KERB	FD (DP1145386)
BG	281°33' R.M.D.H. & W. IN KERB	FD (DP1145386)
BH	278°26' R.M.D.H. & W. IN KERB	FD (DP1145386)
BI	281°34' R.M.D.H. & W. IN KERB	FD (DP1145386)
BK	256°59' R.M.S.S.M. 155190	FD (DP1145386)
BL	229°12' R.M.D.H. & W. IN M.H.	FD (DP1145386)

REFERENCE MARKS

Point	Coordinates	Description
BA	281°33' R.M.D.H. & W. IN KERB	FD (DP1145386)
BB	353°18' R.M.G.I. PIPE	FD (DP1145386)
BC	270°46' R.M.G.I. PIPE	FD (DP1145386)
BD	176°11' R.M.G.I. PIPE	FD (DP1145386)
BE	278°42' R.M.D.H. & W. IN KERB	FD (DP1145386)
BF	276°59' R.M.D.H. & W. IN KERB	FD (DP1145386)
BG	281°33' R.M.D.H. & W. IN KERB	FD (DP1145386)
BH	278°26' R.M.D.H. & W. IN KERB	FD (DP1145386)
BI	281°34' R.M.D.H. & W. IN KERB	FD (DP1145386)
BK	256°59' R.M.S.S.M. 155190	FD (DP1145386)
BL	229°12' R.M.D.H. & W. IN M.H.	FD (DP1145386)

CURVED BOUNDARIES

LINE	CHORD BEARING	CHORD	ARC	RADIUS
3	144°22'30"	8.592	9.577	6.0
4	234°22'30"	8.377	9.272	6.0
5	54°21'40"	8.375	9.269	6.0
6	144°21'40"	8.595	9.580	6.0
7	234°21'40"	8.757	9.693	6.274
8	324°21'40"	8.527	9.505	5.953



(A) EASEMENT TO DRAIN SEWAGE 3 WIDE AND 3-5 WIDE (DP1064327)
 (G) EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE & 6 WIDE (DP1064327)
 (H) EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE & VARIABLE WIDTH (DP1031933)
 (I) EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE & VARIABLE WIDTH (DP1031933)
 (J) EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE & VARIABLE WIDTH (DP1031933)
 (K) EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE & VARIABLE WIDTH (DP1031933)
 (L) EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE & VARIABLE WIDTH (DP1031933)
 (M) EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE & VARIABLE WIDTH (DP1031933)
 (N) EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE & VARIABLE WIDTH (DP1031933)
 (O) EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE & VARIABLE WIDTH (DP1031933)
 (P) EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE & VARIABLE WIDTH (DP1031933)
 (Q) EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE & VARIABLE WIDTH (DP1031933)
 (R) EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE & VARIABLE WIDTH (DP1031933)
 (S) EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE & VARIABLE WIDTH (DP1031933)
 (T) EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE & VARIABLE WIDTH (DP1031933)
 (U) EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE & VARIABLE WIDTH (DP1031933)
 (V) EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE & VARIABLE WIDTH (DP1031933)
 (W) EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE & VARIABLE WIDTH (DP1031933)
 (X) EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE & VARIABLE WIDTH (DP1031933)
 (Y) EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE & VARIABLE WIDTH (DP1031933)
 (Z) EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE & VARIABLE WIDTH (DP1031933)

Surveyor: TIMOTHY JOSEPH REIN
 Date of Survey: 2/2/2011
 Surveyor's Ref: M0506/18282C
 (2010M7100(486) Additional Sheets

PLAN OF SUBDIVISION OF LOTS 44, 60, 61, 69-83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

LGA: TWEED SHIRE
 Locality: KINGSCULF
 Subdivision No: SC11/0020, SC11/0021
 Lengths are in metres. Reduction Ratio: 1:800

Registered
 28.07.2011

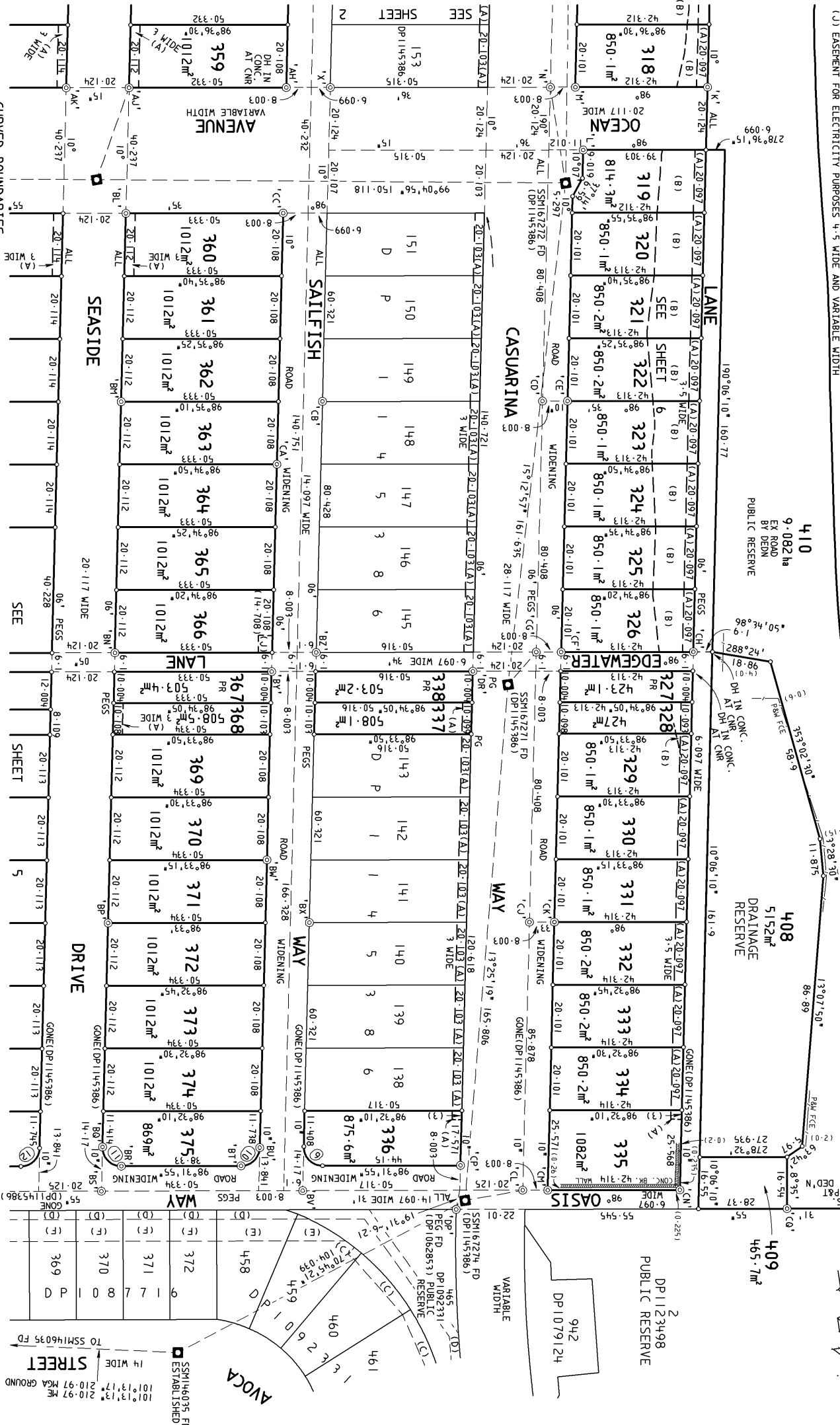
DP1162588

NOTE: FOR REFERENCE MARKS
SEE SHEET 6

CUDGEN

CREEK

- PLAN DENOTES PUBLIC RESERVE
- (A) EASEMENT TO DRAIN SEWAGE 3 WIDE AND 3.5 WIDE
 - (B) EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH (DP1092331)
 - (C) EASEMENT TO DRAIN SEWAGE 3 WIDE (DP11087716) (DP1092331)
 - (D) EASEMENT TO DRAIN SEWAGE 3 WIDE & VARIABLE WIDTH (DP1087716)
 - (E) RESTRICTION ON USE TO WIDE & VARIABLE WIDTH (DP1087716)
 - (F) RESTRICTION ON USE TO WIDE & VARIABLE WIDTH (DP1087716)
 - (G) EASEMENT FOR ELECTRICITY PURPOSES 4.5 WIDE AND VARIABLE WIDTH



CURVED BOUNDARIES

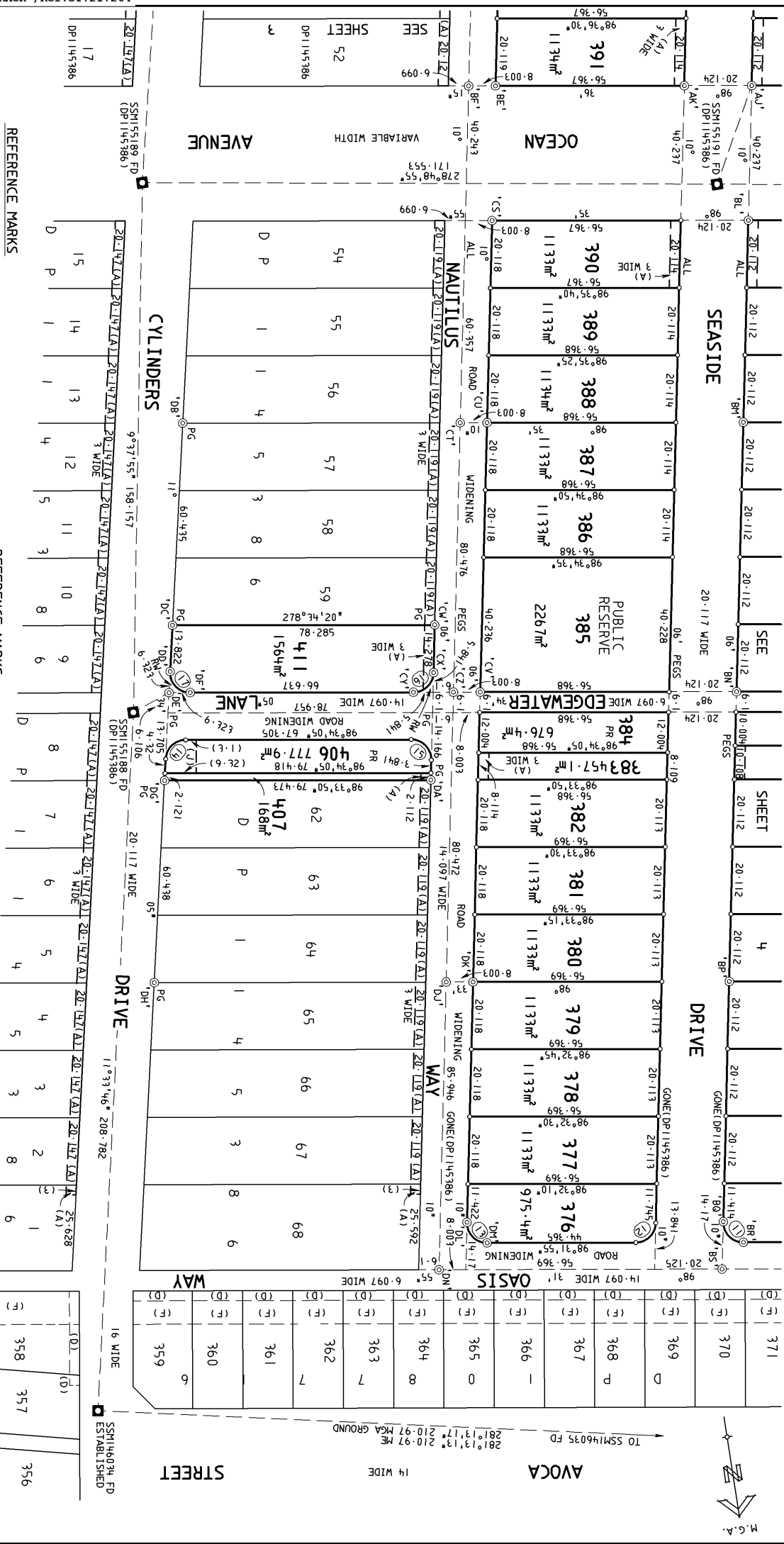
LINE CHORD BEARING	CHORD	ARC	RADIUS
9 144°19'	8.601	9.589	6.0
10 94°19'	8.368	9.260	6.0
11 144°19'	8.601	9.589	6.0
12 54°19'	8.368	9.260	6.0

Surveyor: TIMOTHY JOSEPH REIN
Date of Survey: 2/2/2011
Surveyor's Ref: M05506/18282C
(2010M7100(486) Additional Sheets)

PLAN OF SUBDIVISION OF LOTS 44, 60, 61, 69, 83, 84, 85, 127, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

LGA: TWEED SHIRE
Locality: KINGSCULIFF
Subdivision No: SC11/0020, SC11/0021
Lengths are in metres. Reduction Ratio: 1:800

Registered
28.07.2011
DP1162588



Lot	Area	Notes
359	6	
360	7	
361	7	
362	7	
363	7	
364	8	
365	0	
366	-	
367	367	
368	P	
369	D	
370	D	
371	D	

Lot	Area	Notes
372	358	
373	357	
374	356	

Lot	Area	Notes
375	359	
376	360	
377	361	
378	362	
379	363	
380	364	
381	365	
382	366	
383	367	
384	368	
385	369	
386	370	
387	371	
388	372	
389	373	
390	374	
391	375	

Lot	Area	Notes
392	376	
393	377	
394	378	
395	379	
396	380	
397	381	
398	382	
399	383	
400	384	
401	385	
402	386	
403	387	
404	388	
405	389	
406	390	
407	391	

REFERENCE MARKS

4-255 & 15-68 FD (DP1145386)
 3-215 FD (DP1145386)
 3-235 FD (DP1145386)
 3-235 FD (DP1145386)
 1-125 FD (DP1145386)
 3-175 FD (DP1145386)
 3-175 FD (DP1145386)
 3-95 & 16-965 FD (DP1145386)
 1-935 FD (DP1145386)
 0-855 FD (DP1145386)
 0-5 FD (DP1145386)
 0-995 FD (DP1145386)
 6-93 FD (DP1145386)
 7-325 FD (DP1145386)
 6-645 FD (DP1145386)
 15-29 FD (DP1145386)
 1-35 FD (DP1145386)
 0-42 FD (DP1145386)
 4-125 FD (DP1145386)
 9-12 FD (DP1145386)
 4-125 FD (DP1145386)
 4-835 & 15-19 FD (DP1145386)

REFERENCE MARKS

1-3 R.M.D.H. & W. IN PATH
 4-465 & 14-785 R.M.D.H. & W. IN KERB
 6-04 R.M.D.H. & W. IN KERB
 13-37 R.M.D.H. & W. IN KERB
 12-15 R.M.D.H. & W. IN KERB
 4-38 & 15-03 R.M.D.H. & W. IN PATH
 1-635 & 15-605 FD (DP1145386)
 4-545 & 15-605 FD (DP1145386)
 19-685 R.M.D.H. & W. IN PATH
 8-665 R.M.D.H. & W. IN PATH
 23-71 R.M.D.H. & W. IN PATH
 0-75 R.M.D.H. & W. IN PATH
 0-895 R.M.D.H. & W. IN PATH
 24-89 R.M.D.H. & W. IN PATH

CURVED BOUNDARIES

LINE	CHORD BEARING	CHORD	ARC	RADIUS
11	144°19'	8-601	9-260	6-0
12	54°19'	8-368	9-260	6-0
13	144°19'	8-601	9-260	6-0
14	235°04'05"	8-260	9-111	6-0
15	324°20'05"	8-598	9-185	6-0
16	54°20'05"	8-371	9-264	6-0
17	145°04'05"	8-705	9-739	6-0

PR DENOTES PUBLIC RESERVE
PG DENOTES PEG GONE (DP1145386)

PLANNING INFORMATION

Surveyor: TIMOTHY JOSEPH REIN
 Date of Survey: 2/2/2011
 Surveyor's Ref: M0506/18282C
 (2010M7100(486) Additional Sheets)

PLAN OF SUBDIVISION OF LOTS 44, 60, 61, 69-83, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500

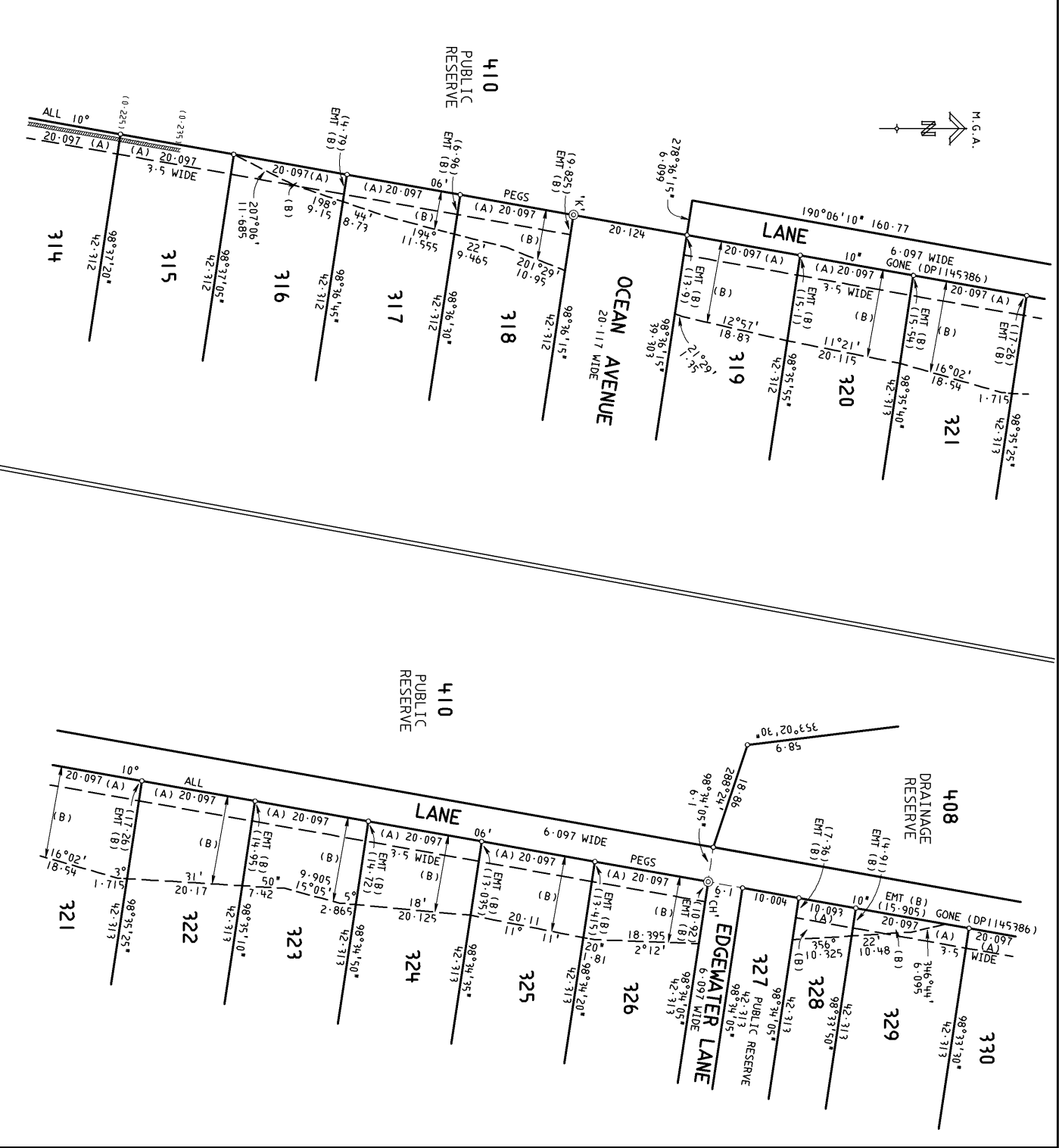
LEGEND

LGA: TWEED SHIRE
 Locality: KINGSCULF
 Subdivision No: S-7-2011
 Registered: 28.07.2011

DP1162588

REFERENCE MARKS (SHEET 4)

Point	Coordinates	Reference Mark	Notes
K	76.50	R.M.D.H.&W.	IN PATH
J	179.28	R.M.D.H.&W.	IN PATH
I	243.33	R.M.D.H.&W.	IN PATH
H	214.54	R.M.D.H.&W.	IN PATH
G	280.06	R.M.D.H.&W.	IN PATH
F	269.01	R.M.D.H.&W.	IN PATH
E	348.01	R.M.D.H.&W.	IN PATH
D	199.36	R.M.D.H.&W.	IN PATH
C	216.38	R.M.D.H.&W.	IN PATH
B	118.32	R.M.D.H.&W.	IN PATH
A	208.02	R.M.D.H.&W.	IN PATH
AJ	208.02	R.M.D.H.&W.	IN PATH
AL	182.46	R.M.D.H.&W.	IN PATH
AK	278.36	R.M.D.H.&W.	IN PATH
AM	153.44	R.M.D.H.&W.	IN PATH
AN	137.23	R.M.D.H.&W.	IN PATH
AO	284.38	R.M.D.H.&W.	IN PATH
AP	204.11	R.M.D.H.&W.	IN PATH
AQ	10.14	R.M.D.H.&W.	IN PATH
AR	172.55	R.M.D.H.&W.	IN PATH
AS	10.14	R.M.D.H.&W.	IN PATH
AT	107.32	R.M.D.H.&W.	IN PATH
AU	246.01	R.M.D.H.&W.	IN PATH
AV	66.01	R.M.D.H.&W.	IN PATH
AW	278.33	R.M.D.H.&W.	IN PATH
AX	119.92	R.M.D.H.&W.	IN PATH
AY	119.92	R.M.D.H.&W.	IN PATH
AZ	278.50	R.M.D.H.&W.	IN PATH
BA	117.37	R.M.D.H.&W.	IN PATH
BB	280.26	R.M.D.H.&W.	IN PATH
BC	107.37	R.M.D.H.&W.	IN PATH
BD	97.94	R.M.D.H.&W.	IN PATH
BE	280.50	R.M.D.H.&W.	IN PATH
BF	280.90	R.M.D.H.&W.	IN PATH
BG	280.90	R.M.D.H.&W.	IN PATH
BH	97.50	R.M.D.H.&W.	IN PATH
BI	229.38	R.M.D.H.&W.	IN PATH
BJ	169.01	R.M.D.H.&W.	IN PATH
BK	297.91	R.M.D.H.&W.	IN PATH
BL	280.70	R.M.D.H.&W.	IN PATH
BM	280.90	R.M.D.H.&W.	IN PATH
BN	88.36	R.M.D.H.&W.	IN PATH
BO	268.33	R.M.D.H.&W.	IN PATH
BP	182.49	R.M.D.H.&W.	IN PATH
BQ	202.36	R.M.D.H.&W.	IN PATH
BR	208.98	R.M.D.H.&W.	IN PATH
BS	98.91	R.M.D.H.&W.	IN PATH



Surveyor: TIMOTHY JOSEPH REIN
Date of Survey: 2/2/2011
Surveyor's Ref: M05506/18282C
PLAN OF SUBDIVISION OF LOTS 44, 50, 61, 69, 83, 84, 120, 127, 137, DP1145386 & 170 EASING AND SEWAGE WITHIN LOTS 1-15, 17-25, 35-52, 54-59, 62-68, 138-143, 145-151, 153-160 & 162-169 IN DP1145386

LGA: TWEED SHIRE
Locality: KINGSCULF
Subdivision No: SC11/0020, SC11/0021
Registered: 28.07.2011
DP1162588

PLAN FORM 6

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 21 sheet(s)

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

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

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

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

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

1. RESTRICTION ON USE OF LAND
2. POSITIVE COVENANT
3. RESTRICTION ON USE OF LAND
4. EASEMENT TO DRAIN SEWAGE 3 WIDE AND 3.5 WIDE
5. EASEMENT FOR ELECTRICITY PURPOSES 4.5 WIDE AND VARIABLE WIDTH
6. POSITIVE COVENANT
7. RESTRICTION ON USE OF LAND

If space is insufficient use PLAN FORM 6A annexure sheet

Crown Lands NSW/Western Lands Office Approval

I.....in approving this plan certify
(Authorised Officer)

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

Signature:

Date:

File Number:

Office:

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

the proposedSUBDIVISION set out herein
(insert 'subdivision' or 'new road')

.....
* Authorised Person * General Manager * Accredited Certifier

Consent Authority: Tweed Shire Council

Date of Endorsement: 5 July 2011

Accreditation no:

Subdivision Certificate no: SC11/0020 + SC11/0021


File no: DA05/1464

* Strike through inapplicable parts.

Office Use Only

DP1162588

Office Use Only

Registered:  28.07.2011

Title System: TORRENS

Purpose: SUBDIVISION

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

LGA: TWEED SHIRE

Locality: KINGSCLIFF

Parish: CUDGEN

County: ROUS

Survey Certificate

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

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

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

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

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

Datum Line: ...PM75896-SSM146034.....

Type: Urban/Rural

Plans used in the preparation of survey/compilation

DP14895 DP133919 DP1062853 DP1145386

If space is insufficient use PLAN FORM 6A annexure sheet

Surveyor's Reference: M05506/18282C

PLAN FORM 6A

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 21 sheet(s)

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

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Registered:



28.07.2011

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

Date of Endorsement: 5 July 2011

RONALD IAN BARCLAY

DIRECTOR RICHTECH PLC
ABN 50010977536

BRUCE HAMILTON BARCLAY

DIRECTOR / SECRETARY RICHTECH PLC
ABN 50010977536

PLAN FORM 6A

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 21 sheet(s)

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

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Office Use Only

Registered:



28.07.2011

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

Date of Endorsement: 5 July 2011

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

Certified correct for the purposes of the
Real Property Act 1900 by the

SIGNED by GREGORY ROBERT THOMAS as attorney
for Westpac Banking Corporation under
power of attorney Book 4299 No. 332

(Signature) Tier Three Attorney

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

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

Signature of witness: R. G. ...
Name of witness: ROBERT GREGORY THOMAS
Address of witness: LEVEL 7, 260 QUEEN ST
BRISBANE.

PLAN FORM 6A

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 21 sheet(s)

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

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DP1162588

Office Use Only

Registered:  28.07.2011

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

Yheay
VIVIEN LEONG
INTACT GROUP PTY LTD
20/2/2011
ACN 054306688

PLAN FORM 6A

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 21 sheet(s)

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

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Registered:



28.07.2011

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

P. A. McKenzie-Blair

P.A. MCKENZIE-BLAIR

PLAN FORM 6A

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 6 of 21 sheet(s)

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

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Office Use Only

Registered:



28.07.2011

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

Date of Endorsement: 5 July 2011

Wingate Banking Corporation

ABN 33 007 457 141

Under Power of Attorney Book 4299 No. 332

By Neeru Bala NEERU BALA

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

Signature of Witness:

M. Ahmed

Name of Witness:

Mansoor Ahmed

Address of Witness:

Bank Officer,
1 King St, Concord West
NSW 2138

PLAN FORM 6A

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 7 of 21 sheet(s)

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

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DP1162588

Office Use Only

Registered:



28.07.2011

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

Date of Endorsement: 5 July 2011

St & B

STEVEN W BLAIR

DIRECTOR HANWOOD WILLOWS PTY LTD.

ACN 056975556

PLAN FORM 6A

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 8 of 21 sheet(s)

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

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DP1162588

Office Use Only

Registered:



28.07.2011

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

Date of Endorsement: 5 July 2011

M.L. Small

MERRYL L. SMALL

SOLE DIRECTOR

DOMLIS Pty Limited

ACN 002525037

PLAN FORM 6A

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 9 of 21 sheet(s)

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

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Registered:



28.07.2011

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

Date of Endorsement: 5 July 2011

ANTHONY JOSEPH CRESWICK

ZELMA LORRAINE CRESWICK

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

GRAHAM MEREDITH
SENIOR PARTNER

National Australia Bank Limited ABN 12 004 044 937
by its Attorney who holds the position of Level 3
Attorney under Power of Attorney No. 710425740

PLAN FORM 6A

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 10 of 21 sheet(s)

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

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

Date of Endorsement: 5 July 2011

M Connor

h. Connor

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 11 of 21 sheet(s)

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

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28.07.2011

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

Date of Endorsement: 5 July 2011

Maree Sandifort - Westhoff
MAREE Sandifort - westhoff
Tim Sohn Sandifort - Westhoff
Tim Sohn Sandifort - Westhoff

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 12 of 21 sheet(s)

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

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Registered:  28.07.2011
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Subdivision Certificate No.: SC11/0020 & SC11/0021 Date of Endorsement: 5 July 2011

Signed in my presence for and on behalf of Perpetual Limited (A.C.N. 000 431 827) by its attorneys
Michelle Belcher MANAGER and **Jo Iaali** MANAGER
who are personally known to me and each of whom declares that he/she has been appointed by the Board of Directors of that company as an attorney of the company for the purposes of the Power of Attorney dated 23/7/2011 (Registration No. 44351323) and that he/she has no notice of the revocation of his/ her powers.

.....
Signature of Witness

.....
Signature of Attorney

.....
Signature of Attorney

.....
Full name of Witness

.....
Documents Release Officer

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

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DEPOSITED PLAN ADMINISTRATION SHEET

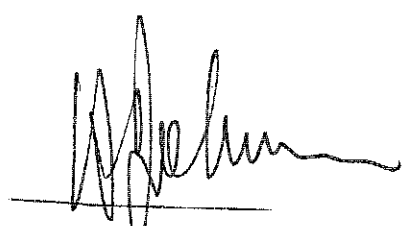
Sheet 13 of 21 sheet(s)

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

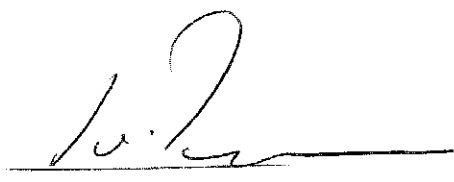
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Registered:  28.07.2011

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



Director



Secretary

Rapid Metal Developments (Australia) Pty Ltd.
A.C.N. 004 304 447

PLAN FORM 6A

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DEPOSITED PLAN ADMINISTRATION SHEET

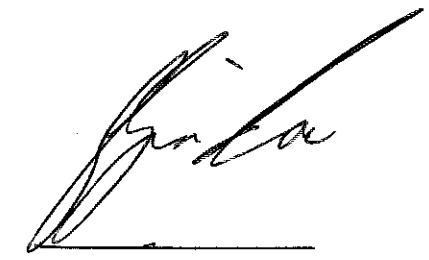
Sheet 14 of 21 sheet(s)

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

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Office Use Only
Registered:  28.07.2011

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



Director



Secretary

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

PLAN FORM 6A

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 15 of 21 sheet(s)

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

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28.07.2011

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

Date of Endorsement: 5 July 2011


MARIA JULIAN ROBINSON

PLAN FORM 6A

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 16 of 21 sheet(s)

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

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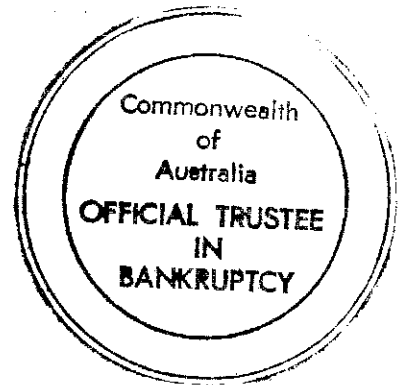
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Registered:  28.07.2011

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

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



PLAN FORM 6A

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 17 of 21 sheet(s)

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

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

Date of Endorsement: 5 July 2011

Michael Gill
(RODNEY MICHAEL GILL)

H. J. Gill.
(HENRY THOMAS GILL)

N. J. Nunan
NOELVA THERESA NUNAN

PLAN FORM 6A

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 18 of 21 sheet(s)

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

Office Use Only

DP1162588

Registered:



28.07.2011

Office Use Only

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

Date of Endorsement: 5 July 2011

J. Jutrisa

JOSIP JUTRISA

Mira Jutrisa

MIRA JUTRISA

PLAN FORM 6A

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 19 of 21 sheet(s)

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

Office Use Only

DP1162588

Office Use Only

Registered:



28.07.2011

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

Date of Endorsement: 5 July 2011

TERENCE WILLIAM STAINES

DIRECTOR / SECRETARY

- CUDGEN SUPERANNUATION SERVICES PTY LTD
ABN 18259041178

LA Roberts

LARAINÉ SUSAN ROBERTS

DIRECTOR

CUDGEN SUPERANNUATION SERVICES

ABN 18259041178

PLAN FORM 6A WARNING: Creasing or folding will lead to rejection ePlan


DEPOSITED PLAN ADMINISTRATION SHEET Sheet 20 of 21 sheet(s)

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

Office Use Only

DP1162588

Office Use Only


Registered:  28.07.2011

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

AD298313

~~Mortgagee under Mortgage No. AD298322~~

Signed at *815* *9th* day of *March*, 20*11* for National Australia Bank Limited ABN 12 004 044 937 by *James Andrew Schmiede*, its duly appointed Attorney under Power of Attorney No. 39 Book 4512



.....
Level 3 Attorney

AK

.....
Witness/Bank Officer

PLAN FORM 6A

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 21 of 21 sheet(s)

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

Office Use Only

DP1162588

Office Use Only

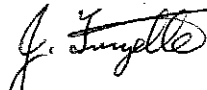
Registered:



28.07.2011

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

Date of Endorsement: 5 July 2011


JAMES FRIZELLE
DIRECTOR
FRIZELLE WHOLESALE PTY LTD
ABN 68000390447

ePlan

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

(Sheet 1 of 27 sheets)

PLAN : **DP1162588** (E)

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

FULL NAME AND ADDRESS
 OF PROPRIETOR OF THE LAND:

Richtech Pty Limited ACN 010 977 536
 being a company duly incorporated and
 having its registered office at Unit 6, 1990
 Logan Road, Upper Mount Gravatt QLD
 4122

PART 1 (Creation)

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

ITEM NO. 4 BURDENED LOTS 405, 407 & 411 ADDED VIDE AM566985 & 2017-894 17.7.2017

ePlan

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

(Sheet 2 of 27 sheets)

PLAN: **DP1162588**

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

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

PART 2

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

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

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

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

ePlan

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

DP1162588

(Sheet 3 of 27 sheets)

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

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

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

The terms of this Easement are as described in Part C in registered Memorandum AA26009.

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

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

Construction on the lots must be undertaken in accordance with Level 3 construction standards under AS3959. Alternatively, if a Level 2 construction standard under AS3959 is applied, a strip of land 10 metres wide along the western boundary of the lot burdened shall be managed as an inner asset protection zone in accordance with Section A5.4 *Vegetation Management* and A5.5 *Maintenance of Property* within Planning for Bushfire Protection Guidelines 2006 and the associated Rural Fire Service document *Standards for Asset Protections Zones*, unless otherwise approved by Tweed Shire Council.

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

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

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

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

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

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



ePlan

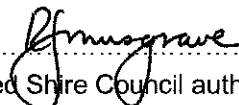
INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

(Sheet 4 of 2) sheets)

DP1162588

.....
Director Secretary
RICHTECH PTY LTD ACN 010 977 536

.....
Director


.....
Tweed Shire Council authorised person

ePlan

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

(Sheet ~~7~~ of ~~27~~ sheets)
5

Plan: **DP1162588**

~~4. NAME OF PERSON EMPOWERED TO RELEASE, VARY OR MODIFY, EASEMENT AND
RESTRICTIONS, FIRSTLY, SECONDLY, THIRDLY AND FOURTHLY REFERRED TO IN THE
ABOVEMENTIONED PLAN~~

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



Director Secretary
RICHTECH PTY LTD ACN 010 977 536



Director

.....
~~Tweed Shire Council authorised person~~

ePlan

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

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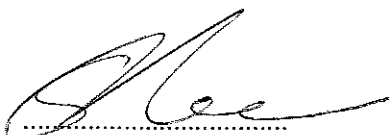
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Westpac Banking Corporation

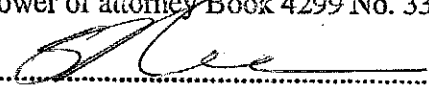
ABN 33 007 457 141

being the Mortgagee under Mortgage number


..... hereby consents
to this ~~Lease~~/Linen plan /


.....
Westpac Banking Corporation

Certified correct for the purposes of the
Real Property Act 1900 by the
SIGNED by ^{GREGORY ROBERT}.....~~T. THOMAS~~..... as attorney
for Westpac Banking Corporation under
power of attorney Book 4299 No. 332


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

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

Signature of witness: 
Name of witness: TOMMYATMAN RODGERICK GAIN
Address of witness: LEVEL 7, 260 QUEEN ST
BRISBANE.

ePlan

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

(Sheet 7 of 27 sheets)

Plan: **DP1162588**

.....
Director

.....
Director

Signed by Vivien Leong
who is personally known
to me

Yheoy VIVIEN LEONG
Secretary
Intact Group Instraalia-Asia Pty Ltd ACN 054306688
20/2/2011

R Barclay
RONALD IAN BARCLAY
10 COLWIFORD DR
TOOWOOMBA Q 4350
CIVIL ENGINEER

.....
Paula Anne McKenzie-Blair

.....
Steven Michael Blair

.....
Westpac Banking Corporation - Authorised Person

ePlan

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

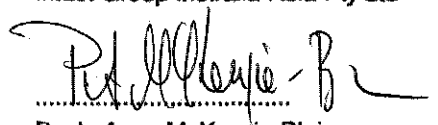
(Sheet 8 of 27 sheets)

Plan: **DP1162588**

.....
Director


.....
Director

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


.....
Paula Anne McKenzie-Blair

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

.....
Steven Michael Blair


IAN BARCLAY
10 CUNIFFORD DR
TOOWOOMBA Q 4350
CIVIL ENGINEER

.....
Westpac Banking Corporation - Authorised Person

ePlan

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

(Sheet 9 of 27 sheets)

Plan: **DP1162588**

.....
Director

.....
Director


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

.....
Paula Anne McKenzie-Blair


.....
Steven Michael Blair

.....
Westpac Banking Corporation - Authorised Person

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


RONALD IAN BARCLAY
10 CUMFORD DR
TODDWOOMBA Q 4350
CIVIC ENGINEER

ePlan

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

(Sheet 10 of 27 sheets)

Plan: **DP1162588**

.....
Director

.....
Director

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

.....
Paula Anne McKenzie-Blair

.....
Steven Michael Blair

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

ePlan

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

(Sheet 11 of 27 sheets)

Plan: **DP1162588**



Director

.....
Director

.....
Secretary
Hanwood Willows Pty Ltd
ACN 056975556

ePlan

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

(Sheet 12 of 27 sheets)

Plan: **DP1162588**



Director

.....
Director

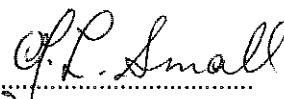
.....
Secretary
Harwood Willows Pty Ltd
ACN 056975556

ePlan

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

(Sheet 13 of 27 sheets)

Plan: **DP1162588**

Sole 
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Director

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Director

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Secretary
Domlis Pty Ltd
ACN 002525037

ePlan

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

(Sheet 14 of 27 sheets)

Plan: **DP1162588**

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

Rob Bailey

FOR AND IAN BAILEY
10 CORRIFORD DL
TOOWOOMBA Q 4350
CIVIC ENGINEER

[Signature]
.....
Anthony Joseph Creswick

[Signature]
.....
Zelma Lorraine Creswick

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

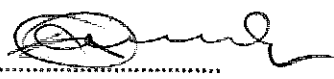
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**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 15 of 27 sheets)

Plan: **DP1162588**

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


.....
Michael Phillip Connor


.....
Leanne Gai Connor

.....
Timothy John Sandifort-Westhoff

.....
Maree Therese Sandifort-Westhoff


.....
Perpetual Limited - Authorised Person

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

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

.....
Mark Julian Robinson

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


ROWAN IAN BARCLAY
10 CORNFOLD DL
TOOWOOMBA Q 4350
CIVIC ENGINEER

ePlan

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

(Sheet 16 of 27 sheets)

Plan: **DP1162588**

.....
Michael Phillip Connor

.....
Leanne Gai Connor

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

Tim John Sandifort-Westhoff
.....
Timothy John Sandifort-Westhoff

Maree Sandifort-Westhoff
.....
Maree Therese Sandifort-Westhoff

Rob Suelby
RONALD IAN BARKWAY
10 CUMFOLD DR
TROWOOMBA Q 4350
CIVIL ENGINEER

Perpetual Limited - Authorised Person

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

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

.....
Mark Julian Robinson

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

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**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE
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(Sheet 17 of 27 sheets)

Plan: **DP1162588**

.....
Michael Phillip Connor

.....
Leanne Gai Connor

.....
Timothy John Sandifort-Westhoff

.....
Maree Therese Sandifort-Westhoff

Corporate Trust

Signed in my presence for and on behalf of Perpetual Limited (A.C.N. 000 491 827) by its attorneys

Michelle Belonger MANAGER Jo Iain MANAGER

.....
who are personally known to me and each of whom declares that he/she has been appointed by the Board of Directors of that company as an attorney of the company for the purposes of the Power of Attorney dated 23/12/04 (Registration No 44351323) and that he/she has no notice of the revocation of his/ her powers.

.....
Signature of Witness

Meena Sunder

.....
Full name of Witnesses

.....
Signature of Attorney

.....
Signature of Attorney

.....
Perpetual Limited - Authorised Person

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

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

.....
Mark Julian Robinson

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

ePlan

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE
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(Sheet 18 of 27 sheets)

Plan: **DP1162588**

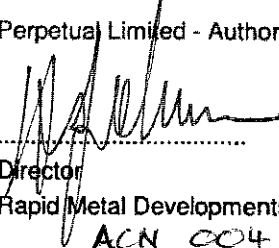
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Michael Phillip Connor

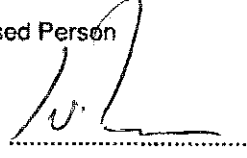
.....
Leanne Gai Connor

.....
Timothy John Sandifort-Westhoff

.....
Maree Therese Sandifort-Westhoff

Perpetua Limited - Authorised Person


.....
Director


.....
Secretary

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

.....
Director
Big River Timbers Pty Ltd

.....
Secretary

.....
Mark Julian Robinson

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

ePlan

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE
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(Sheet 19 of 27 sheets)

Plan: **DP1162588**

.....
Michael Phillip Connor


.....
Leanne Gai Connor

.....
Timothy John Sandifort-Westhoff

.....
Maree Therese Sandifort-Westhoff

Perpetual Limited - Authorised Person

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


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

.....
Mark Julian Robinson

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

ePlan

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

(Sheet 20 of 27 sheets)

Plan: **DP1162588**

.....
Michael Phillip Connor

.....
Leanne Gai Connor

.....
Timothy John Sandifort-Westhoff

.....
Maree Therese Sandifort-Westhoff


Perpetual Limited - Authorised Person

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

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

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


.....
Mark Julian Robinson


HOWARD IAN BARCLAY
10 CULHIFORD PL
TOWNOOMBA Q 4350
CIVIL ENGINEER

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

ePlan

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

(Sheet 21 of 27 sheets)

Plan: **DP1162588**

.....
Michael Phillip Connor

.....
Leanne Gai Connor

.....
Timothy John Sandifort-Westhoff

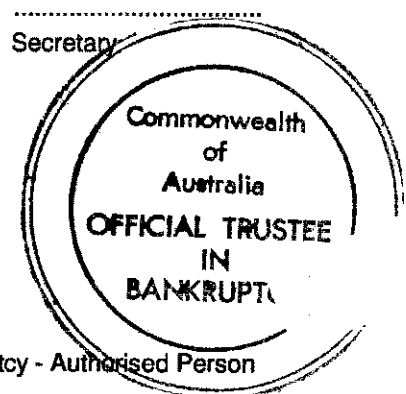
.....
Maree Therese Sandifort-Westhoff

Perpetual Limited - Authorised Person

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

.....
Director
Big River Timbers Pty Ltd

.....
Mark Julian Robinson



The seal of the Official Trustee in Bankruptcy was hereon affixed by Tava Czinner as delegate of the Official Receiver

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

ePlan

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

(Sheet 22 of 27 sheets)

Plan: **DP1162588**

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

Noela Theresa Nunan

Noela Theresa Nunan

Henry Thomas Gill

Henry Thomas Gill

Rodney Michael Gill

Rodney Michael Gill

Ronald Ian Barclay

RONALD IAN BARCLAY

10 COLLIFORD DR
TOOWOOMBA Q 4350

CIVIL ENGINEER

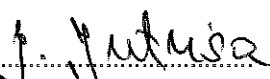
ePlan

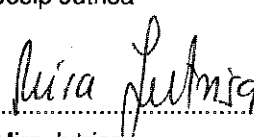
**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**


(Sheet 23 of 27 sheets)

Plan: **DP1162588**

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


.....
Joeip Jutrisa


.....
Mira Jutrisa


RONALD IAN BARCLAY
10 COMBIFOLD DR
TROWOOMBA Q 4350
CIVIL ENGINEER

ePlan


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

(Sheet 24 of 27 sheets)

Plan: **DP1162588**

.....
Director

L. Roberts
.....
Director *LARAINÉ SUSAN ROBERTS*


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

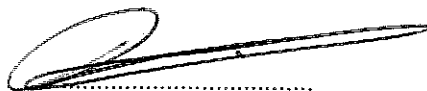
ePlan

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

(Sheet 25 of 27 sheets)

Plan: **DP1162588**

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



.....
Terence William Staines

.....
National Australia Bank - Authorised Person



IAN BARCLAY

10 COLLIFORD DR

POWDERMBA Q 4350

CIVIL ENGINEER

ePlan

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

(Sheet 26 of 27 sheets)

Plan: **DP1162588**

AD298313

Mortgagee under Mortgage No. AD298322

Signed at this 9th day of March, 2011 for National

Australia Bank Limited ABN 12 004 044 937

by James Andrew Schmiede

its duly appointed Attorney under Power of
Attorney No. 39 Book 4512

.....
Terence William Staines

.....
National Australia Bank - Authorised Person

.....
Level 3 Attorney


AK
.....
Witness/Bank Officer

ePlan

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

(Sheet 27 of 27 sheets)

Plan: **DP1162588**



.....
Director

.....
Director

.....
Secretary

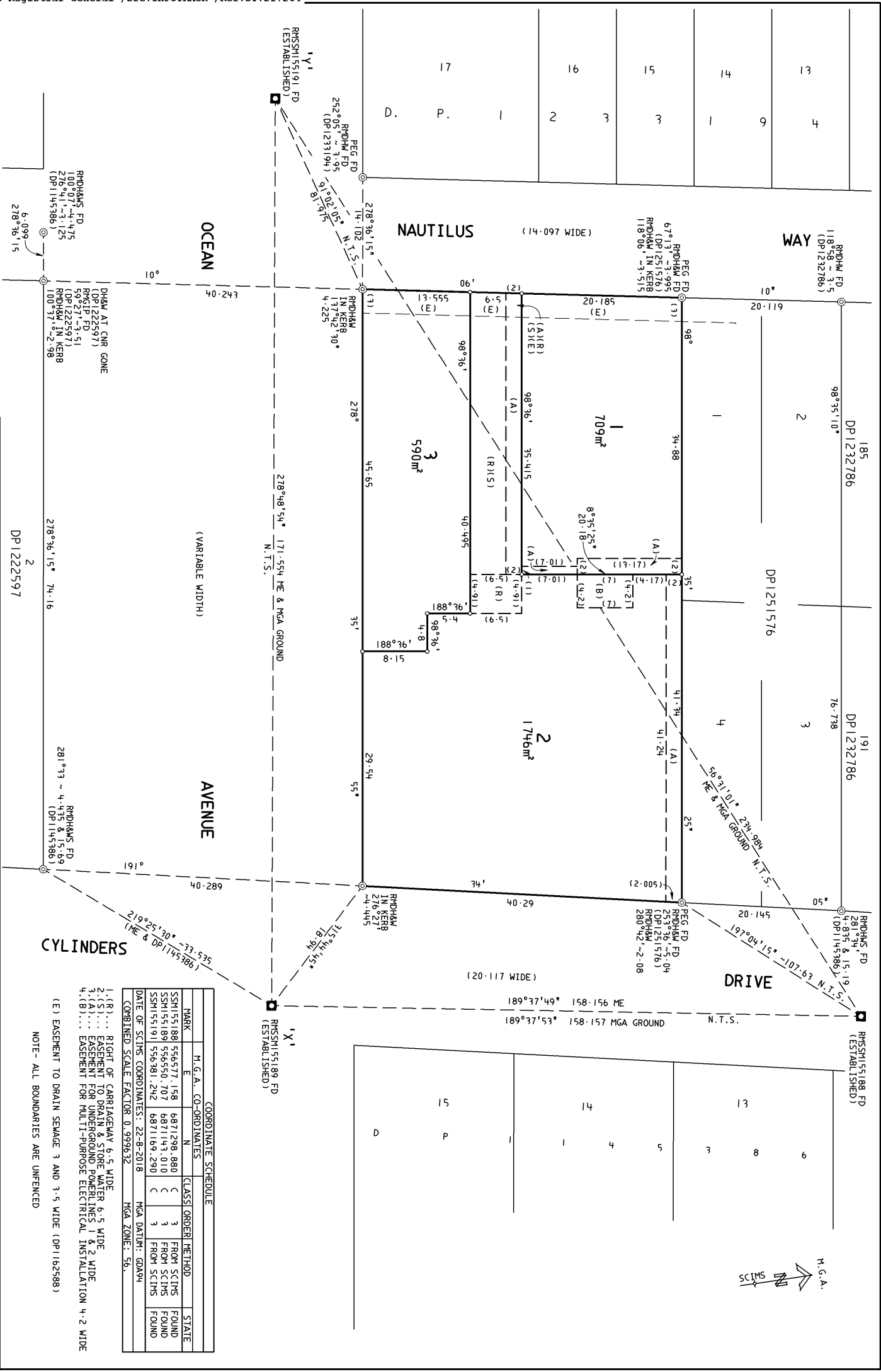
Frizelle (Wholesale) Pty Ltd

ABN 68000390447

REGISTERED



28.07.2011



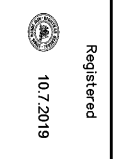
COORDINATE SCHEDULE				
MARK	M. G. A. CO-ORDINATES	N.	E.	STATE
SSM151188	566577.158	6871296.880	C	FROM SCIMS FOUND
SSM151189	566550.707	6871143.010	C	FROM SCIMS FOUND
SSM151191	566381.242	6871164.290	C	FROM SCIMS FOUND
DATE OF SCIMS COORDINATES: 22-8-2018		MGA DATUM: GDA94		
COMBINED SCALE FACTOR: 0.999632		MGA ZONE: 56		

- 1.(R) ... RIGHT OF CARRIAGEWAY 6.5 WIDE
 - 2.(S) ... EASEMENT TO DRAIN & STORE WATER 6.5 WIDE
 - 3.(A) ... EASEMENT FOR UNDERGROUND POWERLINES 1 & 2 WIDE
 - 4.(B) ... EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION 4.2 WIDE
 - (E) EASEMENT TO DRAIN SEWAGE 3 AND 3.5 WIDE (DP1162588)
- NOTE - ALL BOUNDARIES ARE UNFENCED

SURVEYOR
 Name: PHILIP ANDREW WYPER
 Date: 24/8/2018
 Reference: T16218 / 22793C

PLAN OF SUBDIVISION OF LOTS 54 & 55
 IN DP1145386


LGA: TWEED
 Locality: KINGSCLIFF
 Reduction Ratio: 1:300
 Lengths are in metres.



Registered
 10.7.2019
DP1254651

PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 3 sheets
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Office Use Only

Registered:  10.7.2019

Title System: TORRENS

Office Use Only

DP1254651

**PLAN OF SUBDIVISION OF LOTS 54 & 55
 IN DP1145386**

LGA: **TWEED**
 Locality: **KINGSCLIFF**
 Parish: **CUDDEN**
 County: **ROUS**

Survey Certificate

I, **PHILIP ANDREW WYPER**
 Of **B & P SURVEYS, PO BOX 327, TWEED HEADS, 2485**
 a surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that:

*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, is accurate and the survey was completed on 24-8-2018 , or

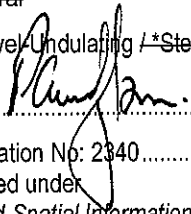
*(b) ~~The part of the land shown in the plan (*being/*excluding **~~
~~was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, the part surveyed is accurate and the survey was completed on,..... the part not surveyed was compiled in accordance with that Regulation, or~~

*(c) ~~The land shown in this plan was compiled in accordance with the *Surveying and Spatial Information Regulation 2017*.~~

Datum Line: 'X'- 'Y'

Type: *Urban/*Rural

The terrain is *Level/Undulating / *Steep-Mountainous.

Signature:  Dated: 19/3/19

Surveyor Identification No: 2340

Surveyor registered under the *Surveying and Spatial Information Act 2002*

*Strike out inappropriate words.
 **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.

Crown Lands NSW/Western Lands Office Approval

I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.

Signature:


Date:

File Number:

Office:

Subdivision Certificate

I, **MICK DENNY**
 *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.

Signature: 

Accreditation number:

Consent Authority: **Tweed Shire Council**

Date of endorsement: **13/6/2019**

Subdivision Certificate number: **SC19/0014**

File number: **NIA**


*Strike through if inapplicable.

Plans used in the preparation of survey/compilation.

DP1145386
 DP1162588
 DP1222597
 DP1232786
 DP1233194
DP 1251576

Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 3 sheets

Registered:  10.7.2019 Office Use Only

Office Use Only
DP1254651

**PLAN OF SUBDIVISION OF LOTS 54 & 55
 IN DP1145386**

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

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

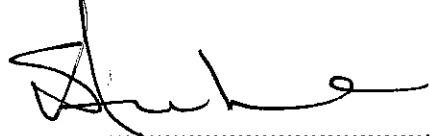
Subdivision Certificate number: SC19/0014
 Date of Endorsement: 13/6/2019

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

1. RIGHT OF CARRIAGEWAY 6.5 WIDE
2. EASEMENT TO DRAIN AND STORE WATER 6.5 WIDE
3. EASEMENT FOR UNDERGROUND POWERLINES 1 & 2 WIDE
4. EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION 4.2 WIDE

Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
1		27	Nautilus	Way	Kingscliff
2		56	Cylinders	Drive	Kingscliff
3		38	Ocean	Ave	Kingscliff

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




Stuart Archer: Sole Director / Secretary



If space is insufficient use additional annexure sheet

Surveyor's Reference: T16218 / 22793C

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 3 of 3 sheets

Registered:  10.7.2019 Office Use Only

Office Use Only

DP1254651

PLAN OF SUBDIVISION OF LOTS 54 & 55
IN DP1145386

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

Subdivision Certificate number: SC19/0014
Date of Endorsement: 13/6/2019

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

BRETT BOLTON

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

[Handwritten Signature]

Signature of Attorney
in the presence of

[Handwritten Signature]

Signature of Witness

BEN HOWEY

Print name of Witness
Level 1 490 King Street
NEWCASTLE WEST NSW 2302
Address of Witness

If space is insufficient use additional annexure sheet

Surveyor's Reference: T16218 / 22793C

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

ePlan

(Sheet 1 of 5 Sheets)

Plan:

DP1254651

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

**Full Name and address
of the owner of the land:**

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

PART 1 (Creation)

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

PART 2 (Terms)

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

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

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

Plan:

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

DP1254651

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

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

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

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

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



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

DP1254651

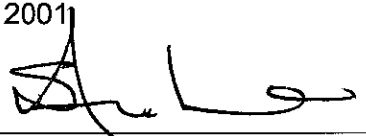
4. Terms of Easement for Multi-Purpose Electrical Installation 4.2 Wide numbered 4 in the plan

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

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

Essential Energy

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



Signature of Sole
Director/Secretary

Stuart Archer
Name of Director/Secretary

Signature of Director

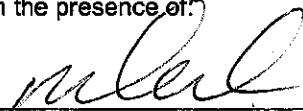
Name of Director



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

DP1254651

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



Signature of witness



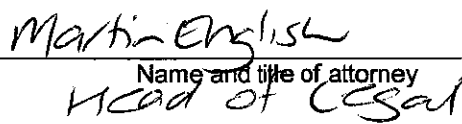
Name of witness



Address of witness



Signature of attorney



Name and title of attorney



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

DP1254651

Australia and New Zealand Banking Group Limited

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

BRETT BOLTON

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

[Handwritten Signature]

Signature of Attorney
in the presence of

[Handwritten Signature]

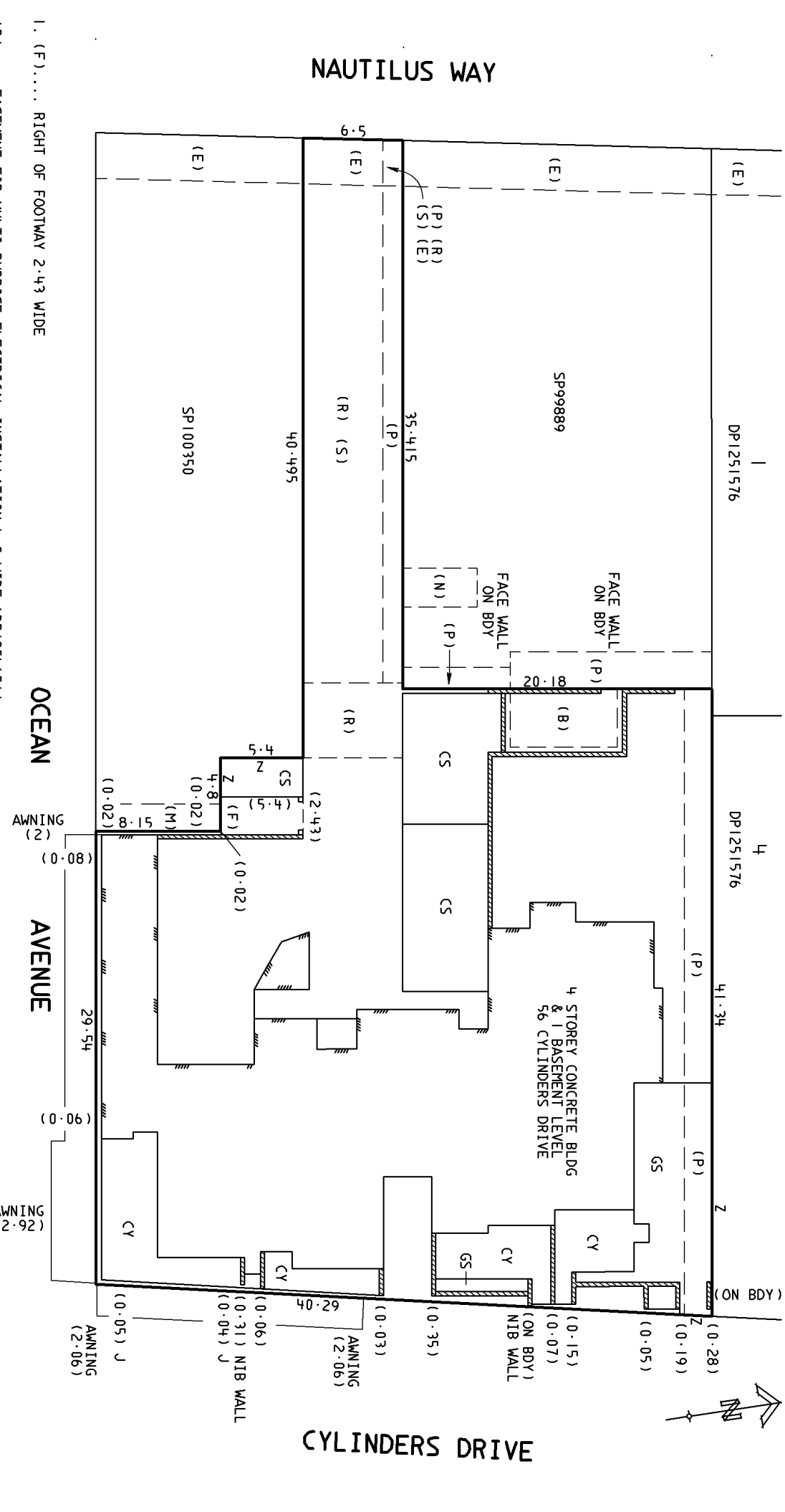
Signature of Witness

BEN HOWEY

Print name of Witness
Level 1 490 King Street
NEWCASTLE WEST NSW 2302
Address of Witness

[Handwritten mark]

LOCATION PLAN



1. (F)..... RIGHT OF FOOTWAY 2.43 WIDE

(B)..... EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION 4.2 WIDE (DP1254651)
 (E)..... EASEMENT TO DRAIN SEWAGE 3 & 3.5 WIDE (DP1162588)
 (M)..... RIGHT OF FOOTWAY 1.6 WIDE (SP100350)
 (N)..... EASEMENT FOR CAR PARKING 2.7 WIDE (SP99889)
 (P)..... EASEMENT FOR UNDERGROUND POWERLINES 1 & 2 WIDE (DP1254651)
 (R)..... RIGHT OF CARRIAGEWAY 6.5 WIDE (DP1254651)
 (S)..... EASEMENT TO DRAIN & STORE WATER 6.5 WIDE (DP1254651)

CS..... DENOTES CAR SPACE
 CY..... DENOTES COURTYARD
 GS..... DENOTES GARDEN SPACE
 J..... DENOTES GROUND LEVEL
 Z..... DENOTES LOT BOUNDARY IS COINCIDENTAL WITH THE PARCEL BOUNDARY

SURVEYOR
 Name: PHILIP ANDREW WYPER
 Date: 14/10/2019
 Reference: T16218 / 21934D

PLAN OF SUBDIVISION OF LOT 2 IN DP1254651

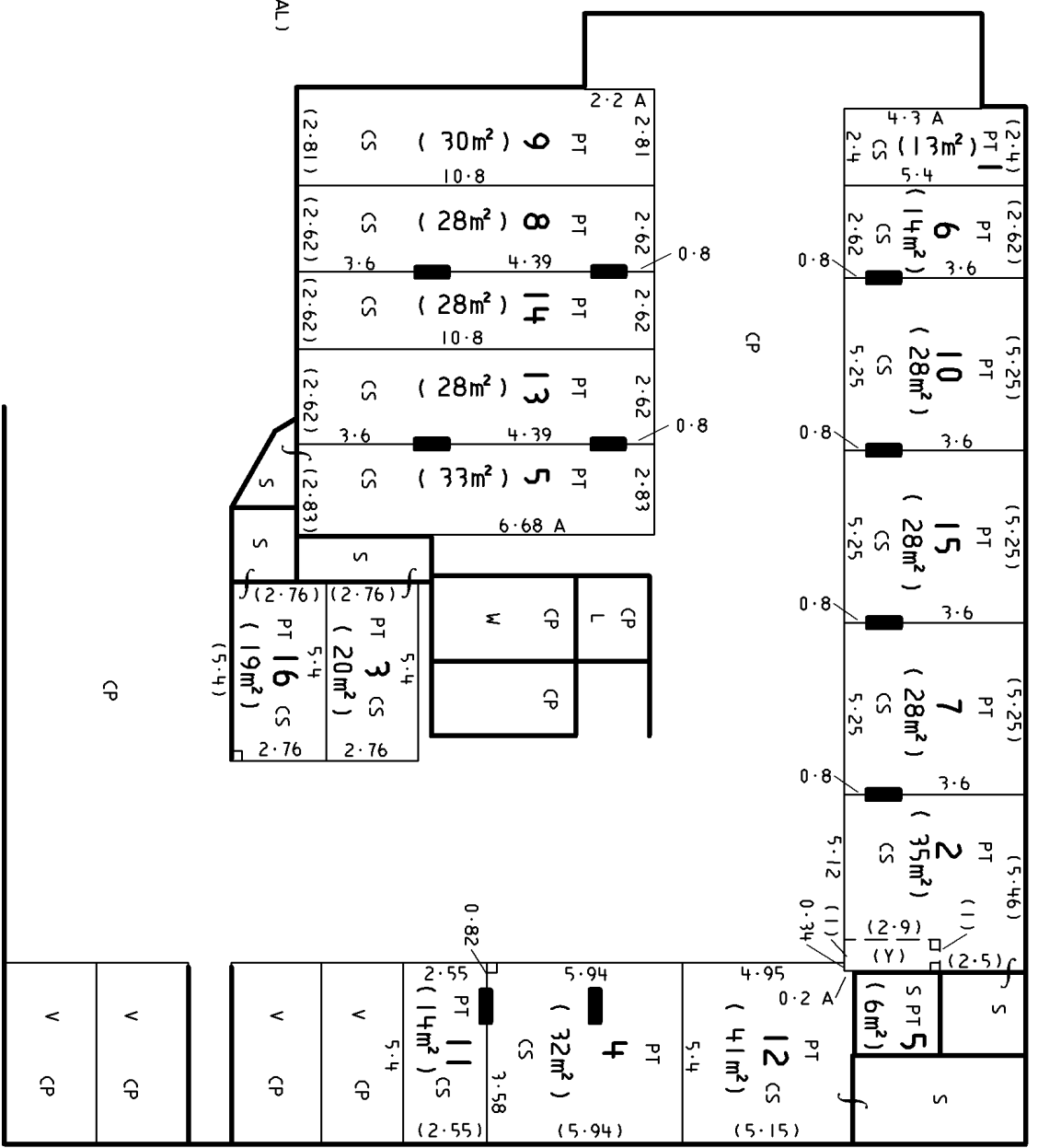
L.G.A.: TWEED
 Locality: KINGSCLIFF
 Reduction Ratio: 1 : 250
 Lengths are in metres

REGISTERED
 7/11/2019

SP100349

10	20	30	40	50	60	70	Table of mm	100	110	120	130	140	150
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BASEMENT LEVEL



DENOTES CENTRELINE OF COLUMN PRODUCED

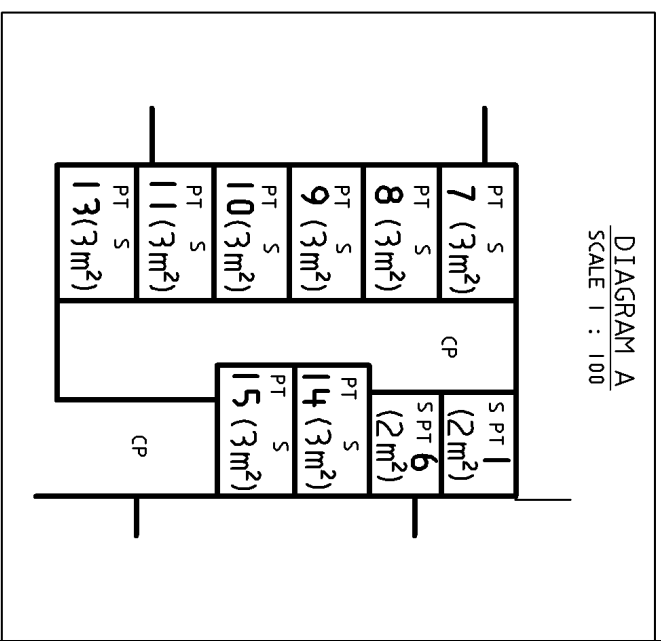
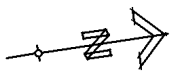
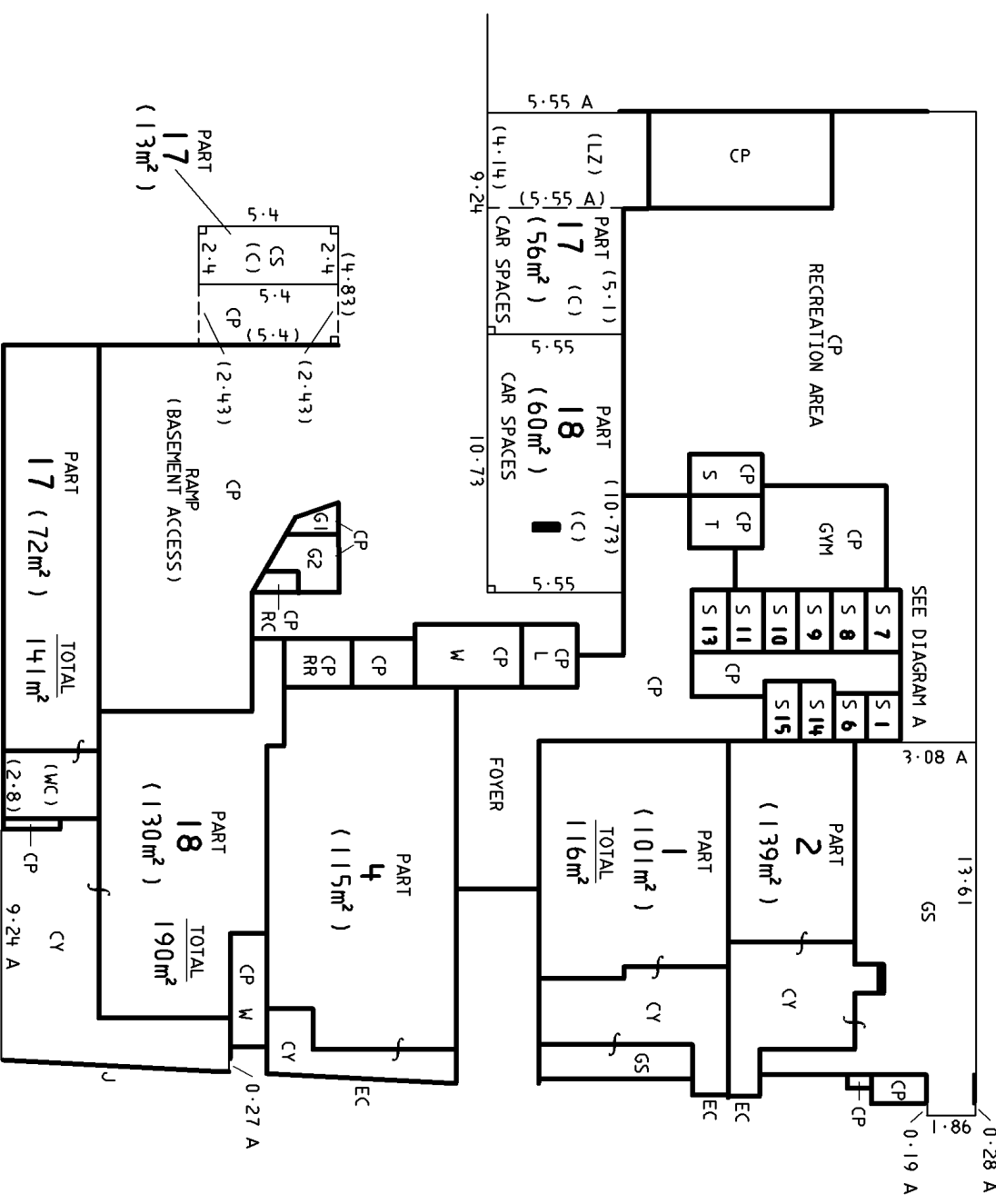
- A.....DENOTES OUTSIDE FACE OF WALL PRODUCED
- CP.....DENOTES COMMON PROPERTY
- CS.....DENOTES CAR SPACE
- L.....DENOTES LIFT
- S.....DENOTES STORAGE SPACE
- V.....DENOTES VISITORS CAR SPACE (RESIDENTIAL)
- W.....DENOTES STAIRWELL

7. (V)..... RIGHT OF FOOTWAY 1 WIDE

AREAS ARE APPROXIMATE ONLY.

SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 IN DP1254651			L.G.A.: TWEED	REGISTERED	
Name: PHILIP ANDREW WYPER				Locality: KINGSCLIFF	 7/11/2019	SP100349
Date: 14/10/2019				Reduction Ratio: 1 : 150		
Reference: T16218 / 21934D				Lengths are in metres		
10 20 30 40 50 60 70	Table of mm	100 110 120 130 140 150				

GROUND LEVEL



2. (C)..... EASEMENT FOR CAR PARKING 2.4 & 5.55 WIDE
 3. G1..... EASEMENT FOR REFUSE VARIABLE WIDTH
 4. G2..... EASEMENT FOR REFUSE VARIABLE WIDTH
 5. (LZ)..... EASEMENT FOR LOADING DOCK 4.14 WIDE
 6. (WC)..... RIGHT TO USE TOILETS 2.8 WIDE
- A..... DENOTES FACE OF WALL PRODUCED
 CP..... DENOTES COMMON PROPERTY
 CS..... DENOTES CAR SPACE
 CY..... DENOTES COURTYARD
 G1..... DENOTES GARDEN SPACE
 EC..... DENOTES EDGE CONC SLAB
- J..... DENOTES LIFT
 RC..... REFUSE COMMERCIAL
 RR..... REFUSE RESIDENTIAL
 S..... DENOTES STORAGE SPACE
 T..... DENOTES RESIDENTIAL TOILET
 W..... DENOTES STAIRWELL

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

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

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

ALL DUCTS WITHIN ONE LOT SERVICING ANOTHER LOT ARE COMMON PROPERTY

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

THE GARDEN SPACES ARE LIMITED TO 2 BELOW AND 3 ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR OF THEIR RESPECTIVE ADJOINING UNIT EXCEPT WHERE COVERED WITHIN THIS LIMIT

SURVEYOR
Name: PHILIP ANDREW WYPER
Date: 14/10/2019
Reference: T16218 / 21934D

PLAN OF SUBDIVISION OF LOT 2 IN DP1254651

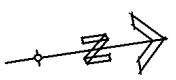
L.G.A.: TWEED
Locality: KINGSCLIFF
Reduction Ratio: 1 : 200
Lengths are in metres

REGISTERED
7/11/2019

SP100349

10 20 30 40 50 60 70 Table of mm 100 110 120 130 140 150

LEVEL 1



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

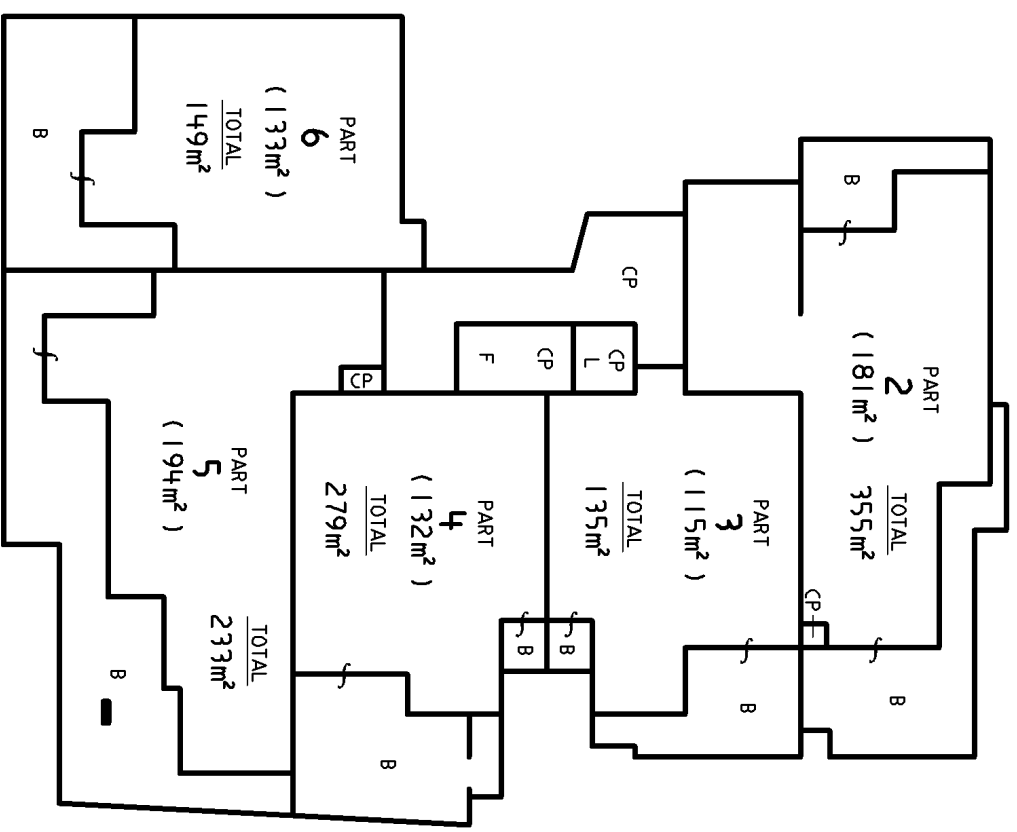
ANY WATERPROOFING MEMBRANES FIXED TO THE CONCRETE FLOOR OF THE BALCONIES ARE COMMON PROPERTY AND DO NOT FORM PART OF THE LOT

ALL DUCTS WITHIN ONE LOT SERVICING ANOTHER LOT ARE COMMON PROPERTY

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

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

AREAS ARE APPROXIMATE ONLY.



SURVEYOR Name: PHILIP ANDREW WYPER Date: 14/10/2019 Reference: T16218 / 21934D	PLAN OF SUBDIVISION OF LOT 2 IN DP1254651	L.G.A.: TWEED Locality: KINGSCLIFF Reduction Ratio: 1 : 200 Lengths are in metres	REGISTERED 7/11/2019	SP100349
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10	20	30	40	50	60	70	Table of mm	100	110	120	130	140	150
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LEVEL 2



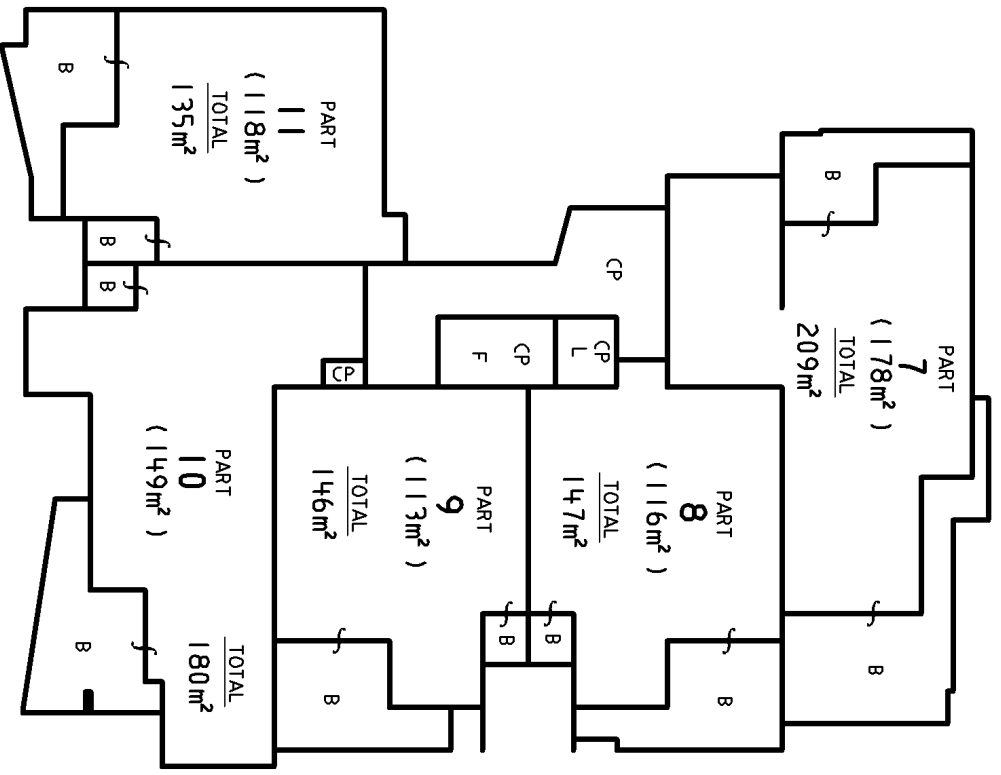
TILING WITHIN THE UNITS IS NOT COMMON PROPERTY AND FORMS PART OF THE RESPECTIVE LOT

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

ALL DUCTS WITHIN ONE LOT SERVICING ANOTHER LOT ARE COMMON PROPERTY

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


AREAS ARE APPROXIMATE ONLY.



SURVEYOR
 Name: PHILIP ANDREW WYPER
 Date: 14/10/2019
 Reference: T16218 / 21934D

PLAN OF SUBDIVISION OF LOT 2 IN DP1254651

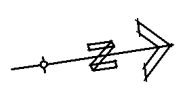
L.G.A.: TWEED
 Locality: KINGSCLIFF
 Reduction Ratio: 1 : 200
 Lengths are in metres

REGISTERED

 7/11/2019

SP100349

10	20	30	40	50	60	70	Table of mm	100	110	120	130	140	150
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LEVEL 3



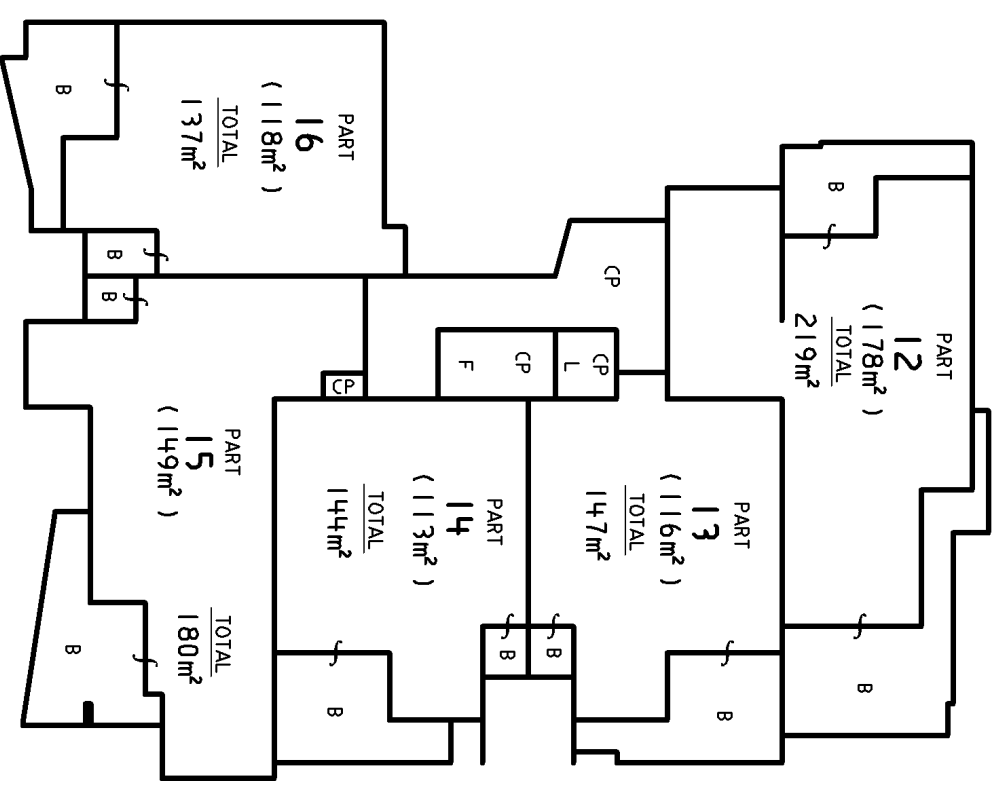
TILING WITHIN THE UNITS IS NOT COMMON PROPERTY AND FORMS PART OF THE RESPECTIVE LOT

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

ALL DUCTS WITHIN ONE LOT SERVICING ANOTHER LOT ARE COMMON PROPERTY

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


AREAS ARE APPROXIMATE ONLY.



SURVEYOR	PLAN OF SUBDIVISION OF LOT 2 IN DP1254651		L.G.A.: TWEED	REGISTERED	SP100349
Name: PHILIP ANDREW WYPER			Locality: KINGSCLIFF	7/11/2019	
Date: 14/10/2019			Reduction Ratio: 1 : 200		
Reference: T16218 / 21934D			Lengths are in metres		

10	20	30	40	50	60	70	Table of mm	100	110	120	130	140	150
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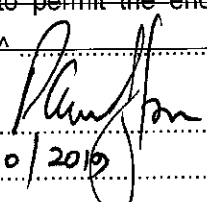
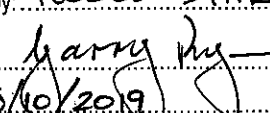
SP FORM 3.01	STRATA PLAN ADMINISTRATION SHEET	Sheet 1 of 3 sheet(s)
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Office Use Only	Office Use Only
Registered:  7/11/2019	SP100349

PLAN OF SUBDIVISION OF: LOT 2 IN DP 1254651	LGA: TWEED Locality: KINGSCLIFF Parish: CUDDEN County: ROUS
--	--

This is a ~~*LEASEHOLD*~~ ***FREEHOLD*** Strata Scheme

Address for Service of Documents No 56, CYLINDERS DRIVE KINGSCLIFF NSW 2487 Provide an Australian postal address including a postcode	The by-laws adopted for the scheme are: * Model by-laws for residential strata schemes together with: Keeping of animals: Option *A*B Smoke penetration: Option *A*B (see Schedule 3 Strata Schemes Management Regulation 2016) * The strata by-laws lodged with the plan.
--	--

<p style="text-align: center;">Surveyor's Certificate</p> I PHILIP ANDREW WYPER..... of B & P SURVEYS..... being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met. *The building encroaches on: *(a) a public place *(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^ Signature:  Date: 14/10/2019..... Surveyor ID: 2340..... Surveyor's Reference: T16218 / 21934D..... ^ Insert the deposited plan number or dealing number of the instrument that created the easement	<p style="text-align: center;">Strata Certificate (Accredited Certifier)</p> I <u>GARRY RYAN</u> being an Accredited Certifier, accreditation number <u>BPB0565</u> , certify that in regards to the proposed strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i> . *(a) This plan is part of a development scheme. *(b) The building encroaches on a public place and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment. *(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^..... will be created as utility lots and restricted in accordance with section 63 <i>Strata Schemes Development Act 2015</i>. Certificate Reference: <u>QU190003ST02</u> Relevant Planning Approval No.: <u>DA17/0381</u> issued by: <u>TWEED SHIRE COUNCIL</u> Signature:  Date: <u>25/10/2019</u> ^ Insert lot numbers of proposed utility lots.
---	---

* Strike through if inapplicable

SP FORM 3.07	STRATA PLAN ADMINISTRATION SHEET	Sheet 2 of 3 sheet(s)
Registered: 7/11/2019	<h1>SP100349</h1>	Office Use Only

VALUER'S CERTIFICATE

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

Signature: Date 14-10-2019

SCHEDULE OF UNIT ENTITLEMENT

LOT	U.E.
1	4
2	8
3	5
4	7
5	6
6	5
7	7
8	5
9	5

LOT	U.E.
10	7
11	5
12	8
13	6
14	6
15	7
16	5
17	2
18	2
AGGREGATE	100

Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
1	1	56	Cylinders	Drive	Kingscliff
2	2	56	Cylinders	Drive	Kingscliff
3	3	56	Cylinders	Drive	Kingscliff
4	4	56	Cylinders	Drive	Kingscliff
5	5	56	Cylinders	Drive	Kingscliff
6	6	56	Cylinders	Drive	Kingscliff
7	7	56	Cylinders	Drive	Kingscliff
8	8	56	Cylinders	Drive	Kingscliff
9	9	56	Cylinders	Drive	Kingscliff
10	10	56	Cylinders	Drive	Kingscliff
11	11	56	Cylinders	Drive	Kingscliff
12	12	56	Cylinders	Drive	Kingscliff
13	13	56	Cylinders	Drive	Kingscliff
14	14	56	Cylinders	Drive	Kingscliff
15	15	56	Cylinders	Drive	Kingscliff
16	16	56	Cylinders	Drive	Kingscliff
17	17	56	Cylinders	Drive	Kingscliff
18	18	56	Cylinders	Drive	Kingscliff
CP		56	Cylinders	Drive	Kingscliff

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 3 of 3 sheet(s)
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Office Use Only	Office Use Only
Registered: 7/11/2019	SP100349

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

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

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

1. RIGHT OF FOOTWAY 2.43 WIDE
2. EASEMENT FOR CAR PARKING 2.4 & 5.55 WIDE
3. EASEMENT FOR REFUSE VARIABLE WIDTH
4. EASEMENT FOR REFUSE VARIABLE WIDTH
5. EASEMENT FOR LOADING DOCK 4.14 WIDE
6. RIGHT TO USE TOILETS 2.8 WIDE
7. RIGHT OF FOOTWAY 1 WIDE

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

.....
 Stuart Archer: Sole Director / Secretary

Executed for and on behalf of
 Australia and New Zealand Banking Group Limited
 ABN 11 005 357 522
 under Power of Attorney dated 18th November 2002
 and registered in New South Wales
 Book: 4376 Folio: 410 by

.....
 Signature of Attorney

in the presence of

Signature of Witness

Print Name of Witness

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

242 Pitt Street
 SYDNEY NSW 2000
 Address of Witness

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

(Sheet 1 of 5 Sheets)

Plan:

SP100349

**Full Name and address
of the owner of the land:**

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

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

PART 1 Creation

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

Plan:

Plan of Subdivision of Lot 2 in DP 1254651 covered by Strata Subdivision
Certificate No: Q01900035102 dated 25/10/19

SP100349

PART 2 (Terms)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Sheet 3 of 5 Sheets)

Plan:

Plan of Subdivision of Lot 2 in DP 1254651 covered by Strata Subdivision
Certificate No: Q11900035102 dated 25/10/19

SP100349

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

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

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



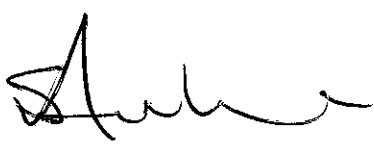
Plan:

Plan of Subdivision of Lot 2 in DP 1254651 covered by Strata Subdivision
Certificate No: Q11900035102 dated 25/10/19

SP100349

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

)
)
)
)



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



Plan:
SP100349

Plan of Subdivision of Lot 2 in DP 1254651 covered by Strata Subdivision
Certificate No: Q41900035102 dated 25/10/19

Australia and New Zealand Banking Group Limited

procured for and on behalf of
Australia and New Zealand Banking Group Limited
ABN 11 005 357 522
under Power of Attorney dated 18th November 2002
and registered in New South Wales
Book: 4376 Folio: 410 by

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

) *[Signature]*
) Signature of Attorney
) in the presence of
) *[Signature]*
) Signature of Witness
) *Michelle Stait*
) Print Name of Witness
) 242 Pitt Street
) SYDNEY NSW 2010
) Address of Witness

REGISTERED  7/11/2019

[Handwritten mark]

ePlan

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

SP100350

(Sheet 1 of 3 Sheets)

Plan: Plan of Subdivision of Lot 3 in DP1254651 covered by Subdivision Certificate No: **QUI90003ST03 DATED 25/10/19**

Full Name and address of the owner of the land:

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

PART 1 Creation

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

PART 2 (Terms)

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

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

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

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

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

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

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

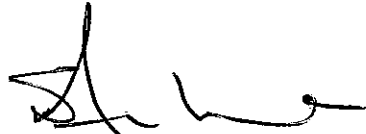
3. Terms of Easement for Car Parking 2.8 wide numbered 3 in the plan

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


(Sheet 2 of 3 Sheets)

Plan: Plan of Subdivision of Lot 3 in DP1254651 covered by Strata Subdivision
Certificate No: **QU190003ST03 DATED 25/10/19**
SP100350
3.2 The Authorised Users may use the area of the lot burdened shown in the plan as Easement
for Car Parking (Q) for the purpose of non-permanent visitor car parking.

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

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



Plan:

SP100350

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

Australia and New Zealand Banking Group Limited

Executed for and on behalf of
Australia and New Zealand Banking Group Limited
ABN 11 005 357 522
under Power of Attorney dated 18th November 2002
and registered in New South Wales
Book: 4376 Folio: 410 by

Steven Knight

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

Steven Knight

Signature of

in the presence

M. Stait

Signature of Witness:

Michelle Stait

Print Name of Witness

242 Pitt Street

SYDNEY NSW 2000

Address of Witness

Executed for and on behalf of
Australia and New Zealand Banking Group Limited
ABN 11 005 357 522
under Power of Attorney dated 18th November 2002
and registered in New South Wales
Book: 4376 Folio: 410 by

Steven Knight

Signature of Attorney

in the presence of

M. Stait

Signature of Witness

Michelle Stait

Print Name of Witness

242 Pitt Street

SYDNEY NSW 2000

Address of Witness

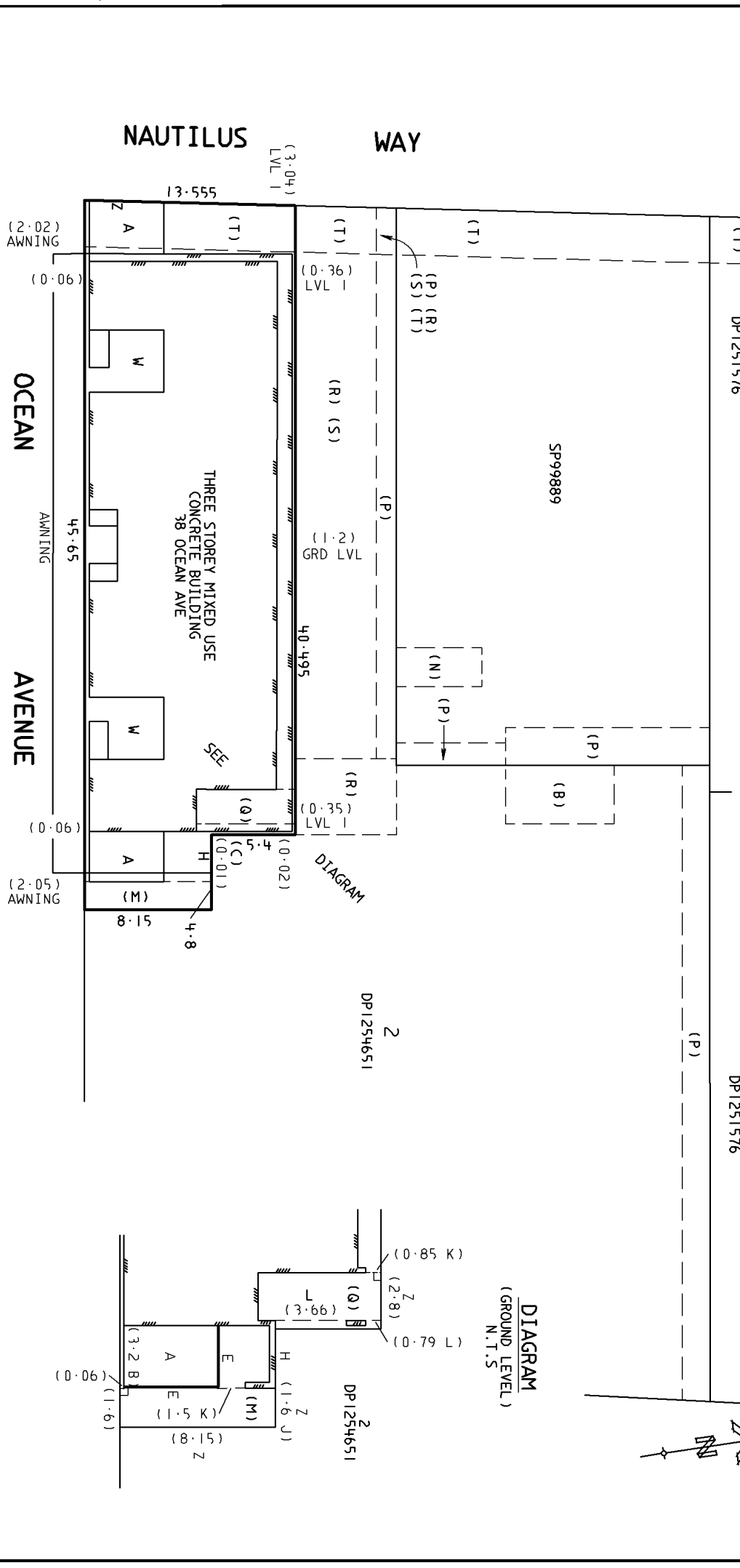
REGISTERED



7/11/2019

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LOCATION PLAN



- 1. (M)..... RIGHT OF FOOTWAY 1.6 WIDE
- 3. (Q)..... EASEMENT FOR CAR PARKING 2.8 WIDE

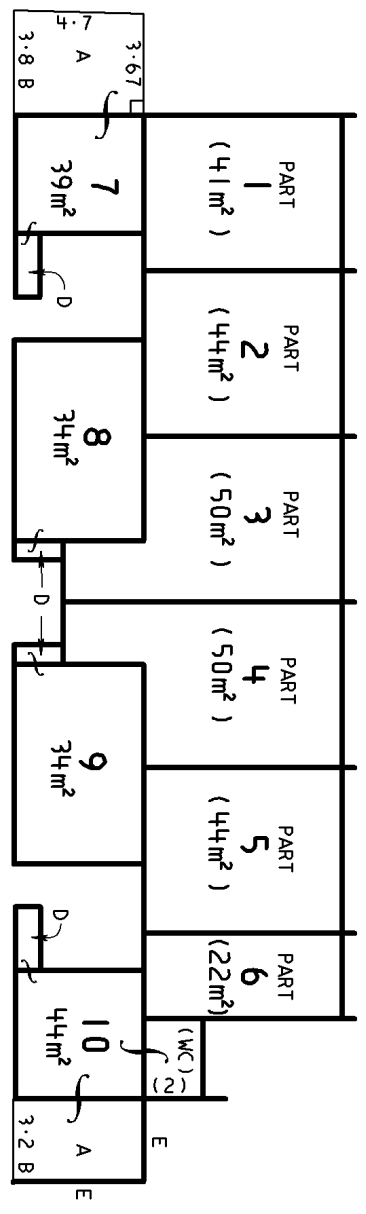
- A..... DENOTES ALFRESCO AREA
- E..... DENOTES EDGE CONCRETE SLAB
- H..... DENOTES NORTH FACE OF LOW WALL AND AWNING ON BDY
- J..... DENOTES NORTH FACE OF WALL PRODUCED
- K..... DENOTES EAST FACE OF WALL PRODUCED
- L..... DENOTES WEST FACE OF WALL PRODUCED
- W..... DENOTES STAIRWELL
- Z..... DENOTES LOT/EASEMENT BOUNDARY IS COINCIDENTAL WITH THE PARCEL BOUNDARY

- (B)..... EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION 4.2 WIDE (DP1254651)
- (N)..... EASEMENT FOR CAR PARKING 2.7 WIDE (SP99889)
- (P)..... EASEMENT FOR UNDERGROUND POWERLINES 1 & 2 WIDE (DP1254651)
- (R)..... RIGHT OF CARRIAGEWAY 6.5 WIDE (DP1254651)
- (S)..... EASEMENT TO DRAIN & STORE WATER 6.5 WIDE (DP1254651)
- (T)..... EASEMENT TO DRAIN SEWAGE 3 AND 3.5 WIDE (DP1162588)

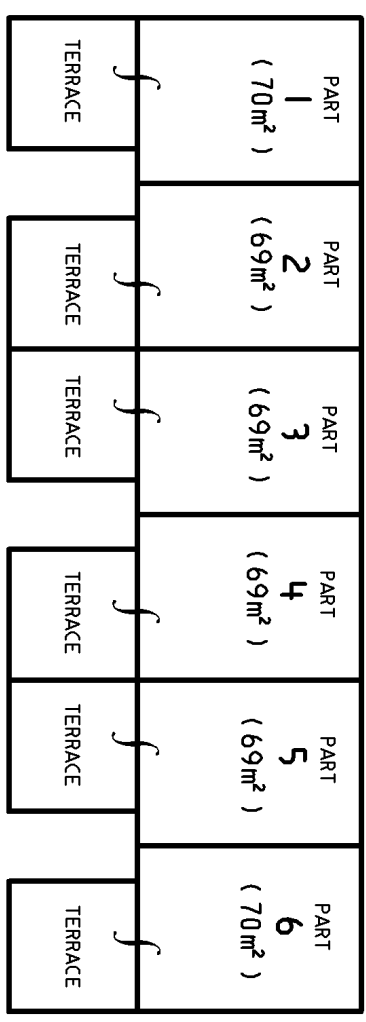
SURVEYOR Name: PHILIP ANDREW WYPER Date: 14/10/2019 Reference: T16218 / 23401D	PLAN OF SUBDIVISION OF LOT 3 IN DP1254651	L.G.A.: TWEED Locality: KINGSCLIFF Reduction Ratio: 1 : 250 Lengths are in metres
REGISTERED 7/11/2019		
SP100350		

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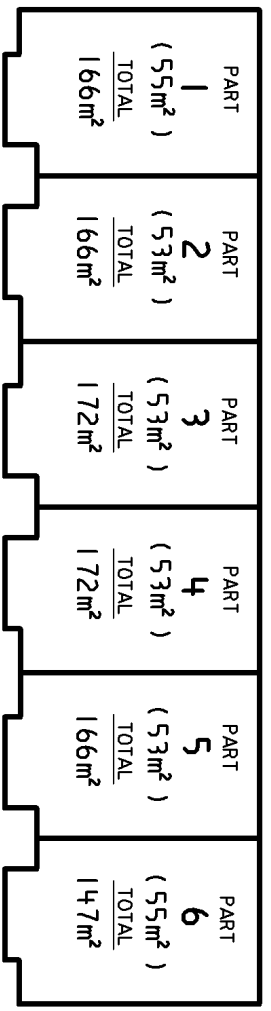
GROUND LEVEL



LEVEL 1



LEVEL 2



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

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

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

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

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

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

ANY DUCT WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY


A..... DENOTES ALFRESCO AREA
 B..... DENOTES OUTSIDE FACE OF WALL PRODUCED
 E..... DENOTES EDGE CONCRETE SLAB
 D..... AIR CONDITIONING UNIT ENCLOSURE
 2. (WC)..... RIGHT TO USE TOILETS 2 WIDE

AREAS ARE APPROXIMATE ONLY.

SURVEYOR Name: PHILIP ANDREW WYPPER Date: 14/10/2019 Reference: T16218 / 23401D		PLAN OF SUBDIVISION OF LOT 3 IN DP1254651		L.G.A.: TWEED Locality: KINGSCLIFF Reduction Ratio: 1 : 200 Lengths are in metres		REGISTERED 7/11/2019		SP100350	
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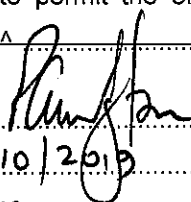
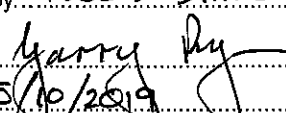
SP FORM 3.01	STRATA PLAN ADMINISTRATION SHEET	Sheet 1 of 3 sheet(s)
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<p style="text-align: right;">Office Use Only</p> <p>Registered:  7/11/2019</p>	<p style="text-align: right;">Office Use Only</p> <h1 style="text-align: center;">SP100350</h1>
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<p>PLAN OF SUBDIVISION OF: LOT 3 IN DP 1254651</p>	<p>LGA: TWEED Locality: KINGSCLIFF Parish: CUDGEN County: ROUS</p>
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This is a ~~*FREEHOLD/*LEASEHOLD~~ Strata Scheme

<p style="text-align: center;">Address for Service of Documents</p> <p>No 38, OCEAN AVENUE KINGSCLIFF NSW 2487</p> <p style="text-align: center; font-size: small;">Provide an Australian postal address including a postcode</p>	<p>The by-laws adopted for the scheme are:</p> <p>* Model by-laws for residential strata schemes together with: Keeping of animals: Option *A/*B Smoke penetration: Option *A/*B (see Schedule 3 Strata Schemes Management Regulation 2016)</p> <p>* The strata by-laws lodged with the plan.</p>
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<p style="text-align: center;">Surveyor's Certificate</p> <p>I PHILIP ANDREW WYPER..... of B & P SURVEYS..... being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met.</p> <p>*The building encroaches on:</p> <p>*(a) a public place</p> <p>*(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^.....</p> <p>Signature: ..... Date: 14/10/2019..... Surveyor ID: 2340..... Surveyor's Reference: T16218 / 23401D.....</p> <p style="font-size: x-small;">^ Insert the deposited plan number or dealing number of the instrument that created the easement</p>	<p style="text-align: center;">Strata Certificate (Accredited Certifier)</p> <p>I GARRY RYAN..... being an Accredited Certifier, accreditation number BPB0566..... certify that in regards to the proposed strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i>.</p> <p>*(a) This plan is part of a development scheme.</p> <p>*(b) The building encroaches on a public place and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment.</p> <p>*(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^ will be created as utility lots and restricted in accordance with section 63 <i>Strata Schemes Development Act 2015</i>.</p> <p>Certificate Reference: <u>QU190003ST03</u>..... Relevant Planning Approval No.: <u>DA17/0391</u>..... issued by: <u>TWEED SHIRE COUNCIL</u>.....</p> <p>Signature: ..... Date: 25/10/2019.....</p> <p style="font-size: x-small;">^ Insert lot numbers of proposed utility lots.</p>
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* Strike through if inapplicable

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

VALUER'S CERTIFICATE

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

Signature:  Date 14 - 10 - 2019


SCHEDULE OF UNIT ENTITLEMENT

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

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

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

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

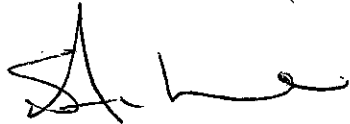
This sheet is for the provision of the following information as required:

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

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

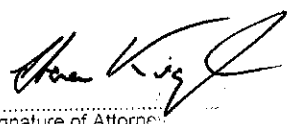
1. RIGHT OF FOOTWAY 1.6 WIDE
2. RIGHT TO USE TOILETS 2 WIDE
3. EASEMENT FOR CAR PARKING 2.8 WIDE

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




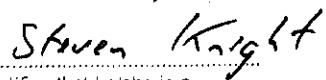
.....
 Stuart Archer: Sole Director / Secretary


Executed for and on behalf of
 Australia and New Zealand Banking Group Limited
 ABN 11 005 357 522
 under Power of Attorney dated 18th November 2002
 and registered in New South Wales
 Book: 4376 Folio: 410 by

) 
 Signature of Attorney

) in the presence of

) 
 Signature of Witness



) 
 Print Name of Witness

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

) 242 Pitt Street
) SYDNEY NSW 2000
) Address of Witness

Council Reference: DD21/1759
Your Reference:
eCustomer Reference: ST:21:264



TWEED
SHIRE COUNCIL

23 August 2021

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

InfoTrack
GPO Box 4029
SYDNEY NSW 2000

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

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

Please address all communications
to the General Manager

ABN: 90 178 732 496

Dear Sir/Madam

Sewer Diagram
Lot 1 SP 99889; No. 1/27 Nautilus Way KINGSCLIFF

The sewer detail shown identifies the location of Council's sewer main connection point servicing this property.

Sewer drainage lines located within the allotment and servicing the individual buildings are privately owned and controlled by the Body Corporate.

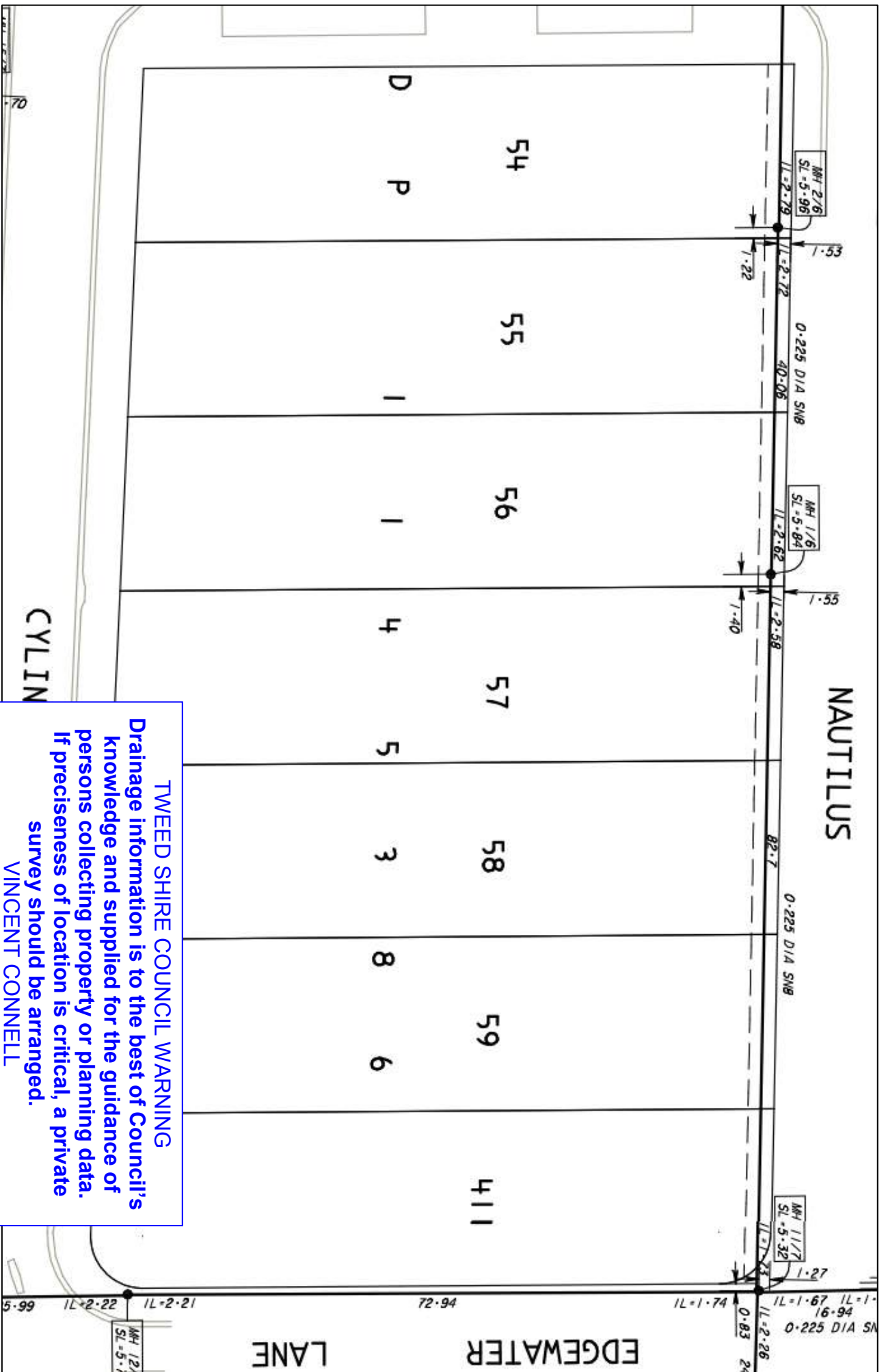
Reference should be made to the Developer/Subdivider for details relating to these drainage lines.

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

Yours faithfully

Denise Galle
MANAGER BUILDING AND ENVIRONMENTAL HEALTH

Enclosure

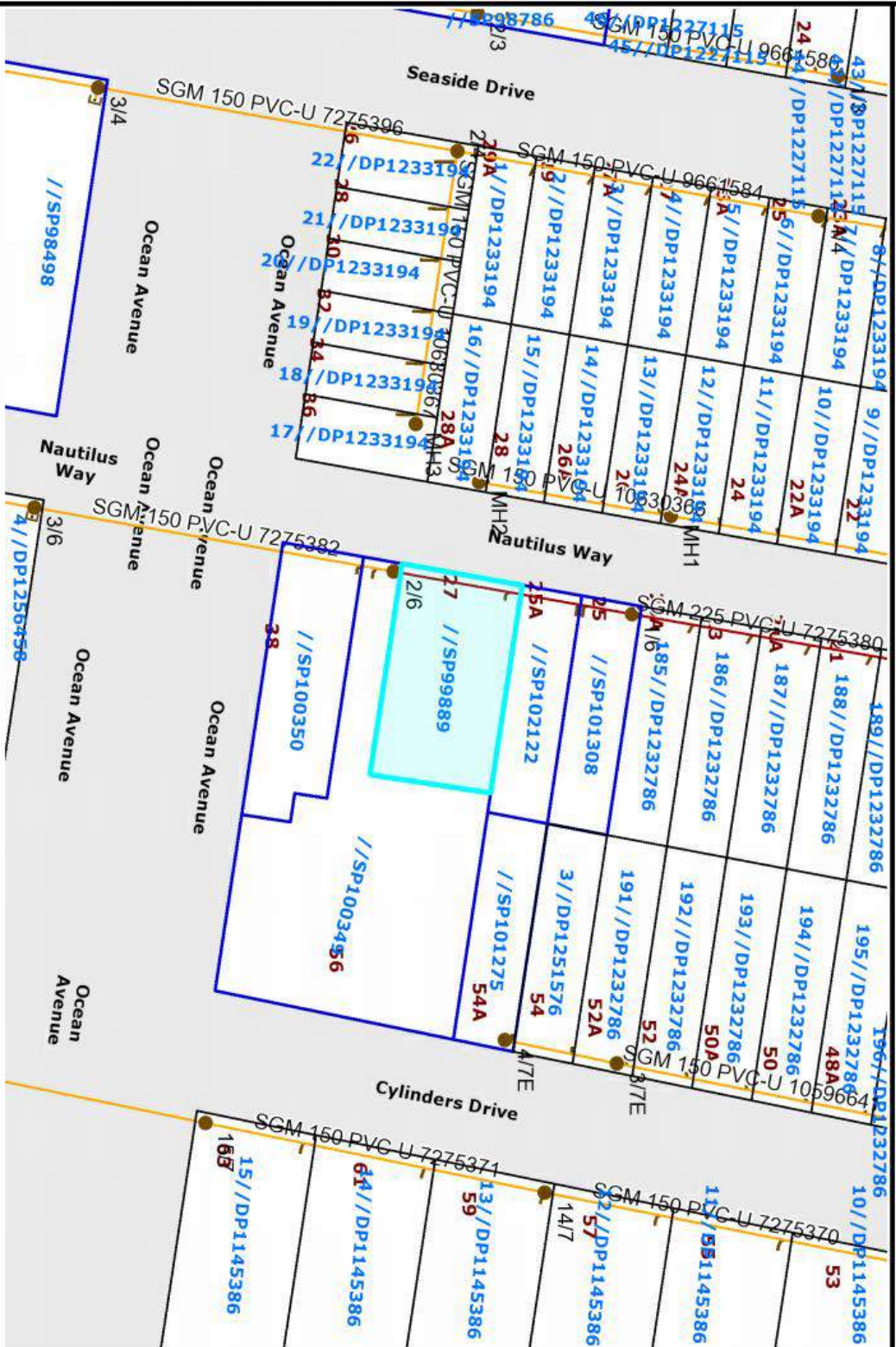


TWEED SHIRE COUNCIL WARNING
 Drainage information is to the best of Council's knowledge and supplied for the guidance of persons collecting property or planning data. If preciseness of location is critical, a private survey should be arranged.
 VINCENT CONNELL
 Director Planning and Regulation

Sewer Network Report

Owners: The Owners Strata Plan 99889

Lot & DP: //99889
Land No: 84641



Civic and Cultural Centre
3 Turnbullum Road
(PO Box 816)
Murwillumbah NSW 2484

T | (02) 6670 2400 | 1300 292 872 F | (02) 6670 2429
W | www.ltwed.nsw.gov.au



Aug 20, 2021, 1:34 PM



Disclaimer: While every care is taken to ensure the accuracy of this data, Ltwed Strata Council makes no representations or warranties expressed or implied, statutory or otherwise, about its accuracy, reliability, completeness or suitability for any particular purpose and disclaims all responsibility and all liability (including without limitation, liability in negligence) for all expenses, losses, damages (including indirect or consequential damage) and costs which may be incurred as a result of data being inaccurate in any way and for any reason. This information is supplied for general guidance and is to be considered indicative and diagnostic only. It should not be used for survey or construction purposes and prior to any excavations a 'Call before you Dig' enquiry must be made by calling 1100. The information contained in this document remains valid for the 30 days only from the date of supply.

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

NSW SWIMMING POOL REGISTER

Certificate of Registration

Section 30C - Swimming Pools Act 1992

Pool No:	1329dc67
Property Address:	27 NAUTILUS WAY KINGSCLIFF
Date of Registration:	31 July 2019
Type of Pool:	An outdoor pool that is not portable or inflatable
Description of Pool:	6m x 1.7 In ground Plunge Pool, with pebble crete and coping tile

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

INTERIM OCCUPATION CERTIFICATE - 20180063

Issued under Part 4A of the Environmental Planning and Assessment Act 1979 Sections 109C(1)(C) and 109H (Occupation/Use of a New Building)

APPLICANT DETAILS

Applicant: Rishabhanu Pty Ltd (Stuart Archer)
C/- 5Point Projects Pty Ltd
Address: 2/55 Varsity Parade
Varsity Lakes, QLD4227
Phone: 0427 693 666

LAND OWNER DETAILS

Name of person having benefit of the development consent: Rishabhanu Pty Ltd (Stuart Archer)
Address: C/- 5Point Projects
2/155 Varsity Parade, Varsity Lakes Qld 4227
Phone: 0407625869

RELEVANT CONSENTS

Consent Authority/Local Government Area: Tweed Shire Council
Development Consent Number: DA/17/0381 (06/11/2017) DA17/0381.01 (28/09/2018)
DA17/0381.02 (14/03/2019)
Date Issued:
Construction Certificate Number: 20180063.1, 20180063.3
Date Issued: 18/01/2019, 01/04/2019

PROPOSAL

Address of Development: 1-3, 27 Nautilus Way, Kingscliff
(Formerly lots 54/55 Cylinder Drive)
**Lot/DP/
Zoning:** Lot 1-3 on SP99889 as part of Lot 1 on DP 1145386
(Formerly Lot 54/55 DP1145386)
Building Classification: Building Stage 1 – Three Class 1a Attached dwellings, 10a
garages, Class 10b swimming pool
Type of Construction: Residential
Description of the proposed development: Three attached dwellings with garages and
swimming pools as part of the overall development under
DA17/0381
Attachments: Schedule 1
Fire Safety Schedule: NA
Exclusions: Stages 2 and 3 of the overall development
Outstanding works subject to interim certificate: Install the external screening to level 1 windows as shown on
the DA and CC approved drawings

CERTIFYING AUTHORITY

Certifying Authority: Paul McCarthy
Address: Suite 30410 Level 4 Southport Central Tower 3, 9 Lawson Street Southport, QLD 4215
Registration No: 0265

I, Paul McCarthy as the certifying authority, certify that:

- I have been appointed as the Principal Certifying Authority under s109E;
- A current Development Consent or Complying Development Certificate is in force with respect to the building;
- A Construction Certificate has been issued with respect to the plans and specifications for the building;
- The building is suitable for occupation or use in accordance with its Classification under the Building Code of Australia;
- Where required, a final Fire Safety Certificate has been issued for the building;
- Where required, a report from the Commissioner of Fire Brigades has been considered.

DETERMINATION

Approval dated this: 01/08/2019



Paul McCarthy

McCarthy Consulting Group Pty Ltd

Right of Appeal: Under s109K where the Certifying Authority is Council an applicant may appeal to the land & Environment Court against the refusal to issue an Occupation Certificate within 12 months from the date of the decision.

SCHEDULE 1: ATTACHMENTS

Document	Date
Application for Occupation Certificate prepared by Stuart Archer	12/06/2019
Basix certificate 818630M_03	29/10/2018
Signed S94 payment contribution sheet issued by TSC as satisfaction of DA condition 22A	01/07/2019
Plumbing compliance certificate confirming 50-degree hot water as satisfaction of DA Condition 87	31/05/2019
Landscape compliance certificate issued by Ryan Hayes as satisfaction of DA condition 100	ND
S138 driveway inspection report issued by TSC as satisfaction of DA condition 101	27/06/2019
Certificate for swimming pool reticulation issued by Fantasy Pools Brisbane as satisfaction of DA condition 102	18/06/2019
S307 certificate of compliance issued by TSC for water and sewer	15/05/2019
TSC confirmation of WAE lodgement	11/03/2019
TSC final plumbing certificate	12/07/2019
TSC road reserve inspection report	27/06/2019
Survey certificate issued by B&P Surveys	26/06/2019
TSC Final plumbing certificate	12/07/2019
Structural engineer's inspection certificate issued by Westera Partners	16/05/2019
Truss design certificate issued by Langs Building Supplied	ND
Civil engineers compliance certificate issued by Westera Partners	27/06/2019
Termite management system installation certificate issued by Robert Quinn	02/06/2019
Electrical compliance certificate from Todd Seymour	26/06/2019
Roof stormwater drainage certificate from Obsidian Plumbing	22/05/2019
Roof drainage certificate from skilled roofing	23/05/2019
Glazing certificate from Tweed Coast Glass	18/06/2019
Glazing certificate from Quality Aluminium fabrication	20/05/2019
Glazing certificate from Imperium glass	20/05/2019
Waterproofing certificate issued by Proseal Waterproofing	17/05/2019
Tiling certificate from Jae Hwan Kim	03/06/2019
Smoke Alarm certificate from Todd Seymour	26/06/2019
Certificate for damp proof courses and flashings from 5Point Projects	22/05/2019
Certificate for installation of roof sheeting from Mark Goodwin	23/05/2019
Certificate for installation of wall cladding from Mark Goodwin	23/05/2019
Certificate for installation of fibre cement wall cladding from Jamie Windley	18/06/2019
Certificate for installation of insulation from Peter Haig	23/05/2019
Certificate for the installation of lightweight fire rated external claddings from Peter Blain	25/03/2019
Certificate for the installation of rockwool to the underside of party wall junction to the roof from Mark Goodwin of Skilled Roofing	23/05/2019
Certificate for the installation of fire rated blockwork and fire rated control joints from Gold Coast Bricklaying	03/06/2019
Certificate for installation of internal stairs and handrail from David Sadler	31/05/2019

Statement from 5Point Projects confirming works have been completed in accordance with approval	14/06/2019
Plan of subdivision for three Torrens title allotments under DP1254651 cancelling lots 54 & 55 in DP1145386	13/06/2019
Certificate for tiling and falls in wet areas from Casa Floors Pty Ltd	03/06/2019
Slip test assessment report from CSIRO for carpets	23/06/2015
Wall framing and truss design certificate from Langs Building Supplies	11/04/2019
BASIX completion receipt	26/07/2019
Certificate for structural engineers inspection of the swimming pool shells (3x) issued by Robert Showers	29/07/2019
Registration certificates for three swimming pools on NSW swimming pools register	31/07/2019
Tweed Shire Council building inspection report for S68 approval SWD 18/409	30/07/2019
Email advice from Danny Conaghan of Tweed Shire Council confirming satisfaction of DA condition 103 being S68 approval (Ref SWD18/0409) has been complied with.	01/08/2019

RESIDENTIAL TENANCY AGREEMENT

Residential Tenancies Regulation 2019 Schedule 1 Standard Form Agreement (Clause 4(1))

IMPORTANT INFORMATION

Please read this before completing the residential tenancy agreement (the **Agreement**).

- 1 This form is your written record of your tenancy agreement. This is a binding contract under the *Residential Tenancies Act 2010*, so please read all terms and conditions carefully.
- 2 If you need advice or information on your rights and responsibilities, please call NSW Fair Trading on 13 32 30 or visit www.fairtrading.nsw.gov.au before signing the Agreement.
- 3 If you require extra space to list additional items and terms, attach a separate sheet. All attachments should be signed and dated by both the landlord or the landlord's agent and the tenant to show that both parties have read and agree to the attachments.
- 4 The landlord or the landlord's agent **must give the tenant** a copy of the signed Agreement and any attachments, two copies or one electronic copy of the completed condition report and a copy of NSW Tenant Information Statement.

THIS AGREEMENT is made on the day and the date detailed in the execution area below

BETWEEN

Landlord/s

Landlord 1 M. McLaughlin C/- 44 Home Property Management
 Contact details monique@corporatenomad.com.au Resides in NSW
 Landlord 2 B. Christopherson C/- 44 Home Property Management
 Contact details bchristo77@gmail.com Resides in NSW

Note: If the landlord does not ordinarily reside in New South Wales, specify the State, Territory or, if not in Australia, country in which the landlord ordinarily resides.

Note: These details **must** be provided for landlord(s), whether or not there is a landlord's agent.

Address for service of notices (can be an agent's address)

Address C/- 44 HOME PROPERTY MANAGEMENT, Level 1, 4 Griffith Street, Suite 2
 Suburb COOLANGATTA State QLD Postcode 4225

Note: The landlord(s) business or residential address **must** be provided for landlord(s) if there is **no** landlord's agent.

Tenant/s

Tenant 1 All Kerb Pty Ltd
 Email sarahlong@live.com.au Mobile 0419 540 944
 Tenant 2 All Kerb Pty Ltd
 Email michaelsarahlong@outlook.com Mobile 0428 565 005
 Tenant 3 _____
 Email _____ Mobile _____
 Tenant 4 _____
 Email _____ Mobile _____

Address for service of notices (if different to address of residential premises)

Address _____
 Suburb _____ State _____ Postcode _____
 Contact details _____

Landlord's Agent Details (if applicable)

Name 44 Home Real Estate Pty Ltd T/A 44 Home Property Management
 Address PO Box 1015 Coolangatta QLD 4225
 Mobile 0415 907 868 Phone 0415 907 868 Email manager@44hpm.com.au

Tenant's Agent Details (if applicable)

Name _____
 Address _____
 Mobile _____ Phone _____ Email _____

Term of Agreement

The term of this agreement is:

- 6 months 12 months 2 years 3 years 5 years Periodic (no end date)
 Other (please specify) _____

starting on 25/01/2023 and ending on 23/01/2024

Note: For a residential tenancy agreement having a fixed term of more than 3 years, the agreement must be annexed to the form approved by the Registrar-General for registration under the Real Property Act 1900.

Residential Premises

Address 1/27 Nautilus Way, Kingscliff, NSW 2487

Inclusions AS PER ENTRY CONDITION REPORT

(Include any inclusions, for example, a parking space or furniture provided. Attach additional pages if necessary.)

Rent

The Rent amount is \$1,050.00 per WEEK

payable in advance starting on DUE DATE

Note: Under section 33 of the Residential Tenancies Act 2010, a landlord, or landlord's agent, must not require a tenant to pay more than 2 weeks rent in advance under this Agreement.

The method by which the rent must be paid:

- (a) to 44 HOME REAL ESTATE at ANY BENDIGO BANK
 by cash or Electronic Funds Transfer (EFT); or
 (b) into the following account TRUST ACCOUNT, or any other account nominated by the landlord:
 BSB number 633-000 Account number 161 038 732
 Account name 44 HOME REAL ESTATE PT payment reference 548

or;

- (c) as follows:
ANY BENDIGO BANK, CHEQUE, MONEY ORDER, INTERNET TRANSFER

Note: The landlord or landlord's agent must permit the tenant to pay the rent by at least one means for which the tenant does not incur a cost (other than bank or other account fees usually payable for the tenant's transactions) (see clause 4.1) and that it reasonably available to the tenant.

Rental Bond *[Cross out if there is not going to be a bond]*

A rental bond of \$ALREADY LODGED must be paid by the tenant on signing this Agreement. The amount of rental bond must not be more than 4 weeks rent. The tenant provided the rental bond amount to :

- the landlord or another person, or
 the landlord's agent, or
 NSW Fair Trading through Rental Bonds Online.

Note: All rental bonds must be lodged with NSW Fair Trading. If the bond is paid to the landlord or another person, it must be deposited within 10 working days after it is paid using the Fair Trading approved form. If the bond is paid to the landlord's agent, it must be deposited within 10 working days after the end of the month in which it is paid.

IMPORTANT INFORMATION**Maximum number of occupants**

No more than 2 X ADULT, 2 X CHILDREN persons may ordinarily live in the premises at any one time.

Urgent Repairs

Nominated tradespeople for urgent repairs:

Electrical repairs:	<u>R J BEAUFILS & SON PTY LTD</u>	Telephone:	<u>0407 785 539</u>
Plumbing repairs:	<u>UP A CREEK PLUMBING</u>	Telephone:	<u>0431 231 441</u>
Other repairs:	<u>44 HOME PROPERTY MANAGEMENT</u>	Telephone:	<u>0415 907 868</u>

Water usage

Will the tenant be required to pay separately for water usage? *If yes, see clauses 12 and 13* Yes No

Utilities

Is **electricity** supplied to the premises from an embedded network? Yes No

Is **gas** supplied to the premises from an embedded network? Yes No

For more information on consumer rights if electricity or gas is supplied from an embedded network contact NSW Fair Trading.

Smoke Alarms

Indicate whether the smoke alarms installed in the residential premises are hardwired or battery operated :

Battery operated Yes No

Hardwired Yes No

If **battery operated**, are the batteries in the smoke alarms of a kind the tenant can replace? Yes No

If **yes**, specify the type of battery that needs to be used if the battery in the smoke alarm needs to be replaced :

N/A

If **hardwired**, are the back-up batteries in the smoke alarms of a kind the tenant can replace ? Yes No

If **yes**, specify the type of back-up battery that needs to be used if the back-up battery in the smoke alarm needs to be replaced:

9 VOLT BATTERY

If the *Strata Schemes Management Act 2015* applies to the residential premises, is the owners corporation of the strata scheme responsible for the repair and replacement of smoke alarms in the residential premises? Yes No

Strata by-laws

Are there any strata or community scheme by-laws applicable to the residential premises? Yes No

If yes, see clause 38 and 39.

Giving Notices and other documents electronically

Indicate below for each person whether the person provides express consent to any notice and any other document under section 223 of the *Residential Tenancies Act 2010* being given or served on them by email. The *Electronic Transactions Act 2000* applies to notices and other documents you send or receive electronically.

Note: You should only consent to electronic service if you check your emails regularly. If there is more than one tenant on the agreement, all tenants should agree on a single email address for electronic service. This will help ensure co-tenants receive notices and other documents at the same time.

Landlord

Does the landlord give express consent to the electronic service of notices and documents? Yes No

If yes, see clause 50. If yes, then all email is via the Agent unless otherwise stated.

Tenant

Do the tenants give express consent to the electronic service of notices and documents? Yes No

If yes, see clause 50. If yes, then each email is as advised above in Tenants details.

Condition Report

A condition report relating to the condition of the premises must be completed by or on behalf of the landlord before or when this Agreement is given to the tenant for signing.

Tenancy Laws

The *Residential Tenancies Act 2010* and the *Residential Tenancies Regulation 2019* apply to this Agreement. Both the landlord and the tenant must comply with these laws.

THE AGREEMENT

RIGHT TO OCCUPY THE PREMISES

1. The landlord agrees that the tenant has the right to occupy the residential premises during the tenancy. The residential premises include the additional things (if any) noted under "**Residential Premises**".

COPY OF AGREEMENT

2. The landlord agrees to give the tenant:
 - 2.1 a copy of this Agreement before or when the tenant gives the signed copy of the Agreement to the landlord or the landlord's agent, and
 - 2.2 a copy of this Agreement signed by both the landlord and the tenant as soon as is reasonably practicable.

RENT

3. The tenant agrees:
 - 3.1 to pay rent on time, and
 - 3.2 to reimburse the landlord for the cost of replacing rent deposit books or rent cards lost by the tenant, and
 - 3.3 to reimburse the landlord for the amount of any fees paid by the landlord to a bank or other authorised deposit-taking institution as a result of funds of the tenant not being available for rent payment on the due date.
4. The landlord agrees:
 - 4.1 to provide the tenant with at least one means to pay rent for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) and that is reasonably available to the tenant, and
 - 4.2 not to require the tenant to pay more than 2 weeks rent in advance or to pay rent for a period of the tenancy before the end of the previous period for which rent has been paid, and
 - 4.3 not to require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and
 - 4.4 to accept payment of unpaid rent after the landlord has given a termination notice on the ground of failure to pay rent if the tenant has not vacated the residential premises, and
 - 4.5 not to use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and
 - 4.6 to give a rent receipt to the tenant if rent is paid in person (other than by cheque), and
 - 4.7 to make a rent receipt available for collection by the tenant or to post it to the residential premises or to send it by email to an email address specified in this Agreement by the tenant for the service of documents of that kind if rent is paid by cheque, and
 - 4.8 to keep a record of rent paid under this Agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by the tenant (unless the landlord has previously provided a statement for the same period).

Note: The landlord and tenant may, by agreement, change the manner in which rent is payable under this Agreement.

RENT INCREASES

5. The landlord and the tenant agree that the rent cannot be increased after the end of the fixed term (if any) of this Agreement or under this Agreement if the Agreement is for a fixed term of 2 years or more, unless the landlord gives not less than 60 days written notice of the increase to the tenant. The notice must specify the increased rent and the day from which it is payable.

Note: Section 42 of the Residential Tenancies Act 2010 sets out the circumstances in which rent may be increased during the fixed term of a residential tenancy agreement. An additional term for this purpose may be included in the Agreement.

6. The landlord and the tenant agree that the rent may not be increased after the end of the fixed term (if any) of this agreement more than once in any 12-month period.
7. The landlord and the tenant agree:
 - 7.1 that the increased rent is payable from the day specified in the notice, and
 - 7.2 that the landlord may cancel or reduce the rent increase by a later notice that takes effect on the same day as the original notice, and
 - 7.3 that increased rent under this Agreement is not payable unless the rent is increased in accordance with this Agreement and the *Residential Tenancies Act 2010* or by the Civil and Administrative Tribunal.

RENT REDUCTIONS

8. The landlord and the tenant agree that the rent abates if the residential premises:
 - 8.1 are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this Agreement, or
 - 8.2 cease to be lawfully usable as a residence, or
 - 8.3 are compulsorily appropriated or acquired by an authority.
9. The landlord and the tenant may, at any time during this Agreement, agree to reduce the rent payable.

PAYMENT OF COUNCIL RATES, LAND TAX, WATER AND OTHER CHARGES

10. The landlord agrees to pay:
- 10.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this Agreement), and
 - 10.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
 - 10.3 all charges for the supply of electricity, non-bottled gas or oil to the tenant at the residential premises that are not separately metered, and

Note1: Clause 10.3 does not apply to premises located in an embedded network in certain circumstances in accordance with clauses 34 and 35 of the Residential Tenancies Regulation 2019.

Note2: Clause 10.3 does not apply to social housing tenancy agreements in certain circumstances, in accordance with clause 36 of the Residential Tenancies Regulation 2019.
 - 10.4 the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
 - 10.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
 - 10.6 all charges in connection with a water supply service to residential premises that are not separately metered, and
 - 10.7 all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
 - 10.8 all service availability charges, however described, for the supply of non-bottled gas to the residential premises if the premises are separately metered but do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises, and
 - 10.9 the costs and charges for repair, maintenance or other work carried out on the residential premises which is required to facilitate the proper installation or replacement of an electricity meter, in working order, including an advanced meter, if the meter installation is required by the retailer to replace an existing meter because the meter is faulty, testing indicates the meter may become faulty or the meter has reached the end of its life.
11. The tenant agrees to pay:
- 11.1 all charges for the supply of electricity or oil to the tenant at the residential premises if the premises are separately metered, and
 - 11.2 all charges for the supply of non-bottled gas to the tenant at the residential premises if the premises are separately metered, unless the premises do not have any appliances supplied by the landlord for which gas is required and the tenant does not use gas supplied to the premises, and

Note: Charges for the supply of gas in certain circumstances may also be payable by a tenant under a social housing agreement in accordance with clause 36 of the Residential Tenancies Regulation 2019.
 - 11.3 all charges for the supply of bottled gas to the tenant at the residential premises except for the costs and charges for the supply or hire of gas bottles at the start of the tenancy, and
 - 11.4 all charges for pumping out a septic system used for the residential premises, and
 - 11.5 any excess garbage charges relating to the tenant's use of the residential premises, and
 - 11.6 water usage charges, if the landlord has installed water efficiency measures referred to in clause 10 of the *Residential Tenancies Regulation 2019* and the residential premises:
 - 11.6.1 are separately metered, or
 - 11.6.2 are not connected to a water supply service and water is delivered by vehicle.

Note: "Separately metered" is defined in Section 3 of the Residential Tenancies Act 2010.
12. The landlord agrees that the tenant is not required to pay water usage charges unless:
- 12.1 the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and
 - 12.2 the landlord gives the tenant at least 21 days to pay the charges, and
 - 12.3 the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the water supply authority, and
 - 12.4 the residential premises have the following water efficiency measures:
 - 12.4.1 all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres per minute,
 - 12.4.2 on and from 23 March 2025, all toilets are dual flush toilets that have a minimum 3 star rating in accordance with the WELS scheme,
 - 12.4.3 all showerheads have a maximum flow rate of 9 litres per minute,
 - 12.4.4 at the commencement of the residential tenancy agreement and whenever any other water efficiency measures are installed, repaired or upgraded, the premises are checked and any leaking taps or toilets on the premises have been fixed.
13. The landlord agrees to give the tenant the benefit of, or an amount equivalent to, any rebate received by the landlord for water usage charges payable or paid by the tenant.

POSSESSION OF THE PREMISES

14. The landlord agrees:
- 14.1 to make sure the residential premises are vacant so the tenant can move in on the date agreed, and
 - 14.2 to take all reasonable steps to ensure that, at the time of signing this Agreement, there is no legal reason why the premises cannot be used as a residence for the term of this Agreement.

TENANT'S RIGHT TO QUIET ENJOYMENT

15. The landlord agrees:
- 15.1 that the tenant will have quiet enjoyment of the residential premises without interruption by the landlord or any person claiming by, through or under the landlord or having superior title to that of the landlord (such as a head landlord), and
 - 15.2 that the landlord or the landlord's agent will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant in using the residential premises, and
 - 15.3 that the landlord or the landlord's agent will take all reasonable steps to ensure that the landlord's other neighbouring tenants do not interfere with the reasonable peace, comfort or privacy of the tenant in using the residential premises.

USE OF THE PREMISES BY TENANT

16. The tenant agrees:
- 16.1 not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and
 - 16.2 not to cause or permit a nuisance, and
 - 16.3 not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and
 - 16.4 not to intentionally or negligently cause or permit any damage to the residential premises, and
 - 16.5 not to cause or permit more people to reside in the residential premises than is permitted by this Agreement.
17. **The tenant agrees:**
- 17.1 to keep the residential premises reasonably clean, and
 - 17.2 to notify the landlord as soon as practicable of any damage to the residential premises, and
 - 17.3 that the tenant is responsible to the landlord for any act or omission by a person who is lawfully on the residential premises if the person is only permitted on the premises with the tenant's consent and the act or omission would be in breach of this Agreement if done or omitted by the tenant, and
 - 17.4 that it is the tenant's responsibility to replace light globes on the residential premises.
18. The tenant agrees, when this Agreement ends and before giving vacant possession of the premises to the landlord:
- 18.1 to remove all the tenant's goods from the residential premises, and
 - 18.2 to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and
 - 18.3 to leave the residential premises reasonably clean, having regard to their condition at the commencement of the tenancy, and
 - 18.4 to remove or arrange for the removal of all rubbish from the residential premises in a way that is lawful and in accordance with council requirements, and
 - 18.5 to make sure that all light fittings on the premises have working globes, and
 - 18.6 to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

Note: Under section 54 of the Residential Tenancies Act 2010, the vicarious liability of a tenant for damage to residential premises caused by another person is not imposed on a tenant who is the victim of a domestic violence offence, or a co-tenant who is not a relevant domestic violence offender, if the damage occurred during the commission of a domestic violence offence (within the meaning of that Act).

LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

19. The landlord agrees:
- 19.1 to make sure that the residential premises are reasonably clean and fit to live in, and

Note1: Section 52 of the Residential Tenancies Act 2010 specifies the minimum requirements that must be met for residential premises to be fit to live in. These include that the residential premises:

 - (a) are structurally sound, and
 - (b) have adequate natural light or artificial lighting in each room of the premises other than a room that is intended to be used only for the purposes of storage or a garage, and
 - (c) have adequate ventilation, and
 - (d) are supplied with electricity or gas and have an adequate number of electricity outlet sockets or gas outlet sockets for the supply of lighting and heating to, and use of appliances in, the premises, and
 - (e) have adequate plumbing and drainage, and
 - (f) are connected to a water supply service or infrastructure that supplies water (including, but not limited to, a water bore or water tank) that is able to supply to the premises hot and cold water for drinking and ablution and cleaning activities, and

(g) contain bathroom facilities, including toilet and washing facilities, that allow privacy for the user.

Note2: Premises are structurally sound only if the floors, ceilings, walls, supporting structures (including foundations), doors, windows, roof, stairs, balconies, balustrades and railings:

- (a) are in a reasonable state of repair, and
 - (b) with respect to the floors, ceilings, walls and supporting structures—are not subject to significant dampness, and
 - (c) with respect to the roof, ceilings and windows—do not allow water penetration into the premises, and
 - (d) are not liable to collapse because they are rotted or otherwise defective.
- 19.2 to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and
- 19.3 to keep the residential premises in a reasonable state of repair, considering the age of , the rent paid for and the prospective life of the premises, and
- 19.4 not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and
- 19.5 not to hinder a tradesperson's entry to the residential premises when the tradesperson is carrying out maintenance or repairs necessary to avoid health or safety risks to any person, or to avoid a risk that the supply of gas, electricity, water, telecommunications or other services to the residential premises may be disconnected, and
- 19.6 to comply with all statutory obligations relating to the health or safety of the residential premises, and
- 19.7 that a tenant who is the victim of a domestic violence offence or a co-tenant who is under the same agreement as the victim of the domestic violence offence but is not a relevant domestic violence offender is not responsible to the landlord for any act or omission by a co-tenant that is a breach of this Agreement, if the act or omission constitutes or resulted in damage to the premises and occurred during the commission of a domestic violence offence.

URGENT REPAIRS

20. The landlord agrees to pay the tenant, within 14 days after receiving written notice from the tenant, any reasonable costs (not exceeding \$1,000) that the tenant has incurred for making urgent repairs to the residential premises (of the type set out below) so long as:

- 20.1 the damage was not caused as a result of a breach of this Agreement by the tenant, and
- 20.2 the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and
- 20.3 the tenant gives the landlord a reasonable opportunity to make the repairs, and
- 20.4 the tenant makes a reasonable attempt to have any appropriate tradesperson named in this Agreement make the repairs, and
- 20.5 the repairs are carried out, where appropriate, by licensed or properly qualified persons, and
- 20.6 the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

Note: The type of repairs that are **urgent repairs** are defined in the Residential Tenancies Act 2010 and are defined as follows:

- (a) a burst water service,
- (b) an appliance, fitting or fixture that uses water or is used to supply water that is broken or not functioning properly, so that a substantial amount of water is being wasted,
- (c) a blocked or broken lavatory system,
- (d) a serious roof leak,
- (e) a gas leak,
- (f) a dangerous electrical fault,
- (g) flooding or serious flood damage,
- (h) serious storm or fire damage,
- (i) a failure or breakdown of the gas, electricity or water supply to the premises,
- (j) a failure or breakdown of any essential service on the residential premises for hot water, cooking, heating, cooling or laundering,
- (k) any fault or damage that causes the premises to be unsafe or insecure.

SALE OF THE PREMISES

21. The landlord agrees:
- 21.1 to give the tenant written notice that the landlord intends to sell the residential premises, at least 14 days before the premises are made available for inspection by potential purchasers, and
 - 21.2 to make all reasonable efforts to agree with the tenant as to the days and times when the residential premises are to be available for inspection by potential purchasers.
22. The tenant agrees not to unreasonably refuse to agree to days and times when the residential premises are to be available for inspection by potential purchasers.
23. The landlord and tenant agree:
- 23.1 that the tenant is not required to agree to the residential premises being available for inspection more than twice in a period of a week, and

- 23.2 that, if they fail to agree, the landlord may show the residential premises to potential purchasers not more than twice in any period of a week and must give the tenant at least 48 hours notice each time.

LANDLORD'S ACCESS TO THE PREMISES

24. The landlord agrees that the landlord, the landlord's agent or any person authorised in writing by the landlord, during the currency of this Agreement, may only enter the residential premises in the following circumstances:
- 24.1 in an emergency (including entry for the purpose of carrying out urgent repairs),
 - 24.2 if the Civil and Administrative Tribunal so orders,
 - 24.3 if there is good reason for the landlord to believe the premises are abandoned,
 - 24.4 if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,
 - 24.5 to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),
 - 24.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,
 - 24.7 to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,
 - 24.8 to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the Agreement),
 - 24.9 to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),
 - 24.10 to take photographs, or make visual recordings, of the inside of the premises in order to advertise the premises for sale or lease, if the tenant is given reasonable notice and reasonable opportunity to move any of their possessions that can reasonably be moved out of the frame of the photograph or the scope of the recording (this is only allowed once in a 28 day period before marketing of the premises starts for sale or lease or the termination of this Agreement),
 - 24.11 if the tenant agrees.
25. The landlord agrees that a person who enters the residential premises under clause 24.5, 24.6, 24.7, 24.8, 24.9 or 24.10 of this Agreement:
- 25.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
 - 25.2 may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and
 - 25.3 must not stay on the residential premises longer than is necessary to achieve the purpose of the entry to the premises, and
 - 25.4 must, if practicable, notify the tenant of the proposed day and time of entry.
26. The landlord agrees that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.
27. The tenant agrees to give access to the residential premises to the landlord, the landlord's agent or any person, if they are exercising a right to enter the residential premises in accordance with this Agreement.

PUBLISHING PHOTOGRAPHS OR VISUAL RECORDINGS

28. The landlord agrees that the landlord or the landlord's agent must not publish any photographs taken or visual recordings made of the inside of the residential premises in which the tenant's possessions are visible unless they first obtain written consent from the tenant.
- Note:** See section 55A of the Residential Tenancies Act 2010 for when a photograph or visual recording is "published".
29. The tenant agrees not to unreasonably withhold consent. If the tenant is in circumstances of domestic violence within the meaning of section 105B of the Residential Tenancies Act 2010, it is not unreasonable for the tenant to withhold consent.

FIXTURES, ALTERATIONS, ADDITIONS OR RENOVATIONS TO THE PREMISES

30. The tenant agrees:
- 30.1 not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and
 - 30.2 that certain kinds of fixtures or alterations, additions or renovations that are of a minor nature specified by clause 22(2) of the Residential Tenancies Regulation 2019 may only be carried out by a person appropriately qualified to carry out those alterations unless the landlord gives consent, and
 - 30.3 to pay the cost of a fixture, installed by or on behalf of the tenant, or any renovation, alteration or addition to the residential premises, unless the landlord otherwise agrees, and
 - 30.4 not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and
 - 30.5 to notify the landlord of any damage caused by removing any fixture attached by the tenant, and
 - 30.6 to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.

31. The landlord agrees not to unreasonably withhold consent to a fixture, or to an alteration, addition or renovation that is of a minor nature.

Note: *The Residential Tenancies Regulation 2019 provides a list of the kinds of fixtures or alterations, additions or renovations of a minor nature to which it would be unreasonable for a landlord to withhold consent and which of those fixtures, or alterations, additions or renovations the landlord may give consent to on the condition that the fixture or alteration, addition or renovation is carried out by an appropriately qualified person.*

LOCKS AND SECURITY DEVICES

32. The landlord agrees:
- 32.1 to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and
 - 32.2 to give each tenant under this Agreement a copy of the key or opening device or information to open any lock or security device for the residential premises or common property to which the tenant is entitled to have access, and
 - 32.3 not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and
 - 32.4 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the tenant agrees, and
 - 32.5 to give each tenant under this Agreement a copy of any key or other opening device or information to open any lock or security device that the landlord changes as soon as practicable (and no later than 7 days) after the change.
33. The tenant agrees:
- 33.1 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and
 - 33.2 to give the landlord a copy of the key or opening device or information to open any lock or security device that the tenant changes within 7 days of the change.
34. A copy of a changed key or other opening device need not be given to the other party if the other party agrees not to be given a copy or the Civil and Administrative Tribunal authorises a copy not to be given or the other party is prohibited from access to the residential premises by an apprehended violence order.

TRANSFER OF TENANCY OR SUB-LETTING BY TENANT

35. The landlord and tenant agree that:
- 35.1 the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this Agreement or sub-let the residential premises, and
 - 35.2 the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and
 - 35.3 the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and
 - 35.4 without limiting clause 35.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of the residential premises if the number of occupants would be more than is permitted under this Agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

Note: *Clauses 35.3 and 35.4 do not apply to social tenancy housing agreements.*

36. The landlord agrees not to charge for giving permission other than for the landlord's reasonable expenses in giving permission.

CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT

37. The landlord agrees:
- 37.1 if the name and telephone number or contact details of the landlord change, to give the tenant notice in writing of the change within 14 days, and
 - 37.2 if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and
 - 37.3 if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and
 - 37.4 if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days, and
 - 37.5 if the State, Territory or country in which the landlord ordinarily resides changes, to give the tenant notice in writing of the change within 14 days.

COPY OF CERTAIN BY LAWS TO BE PROVIDED [*Cross out clauses if not applicable*]

38. The landlord agrees to give to the tenant, before the tenant enters into this Agreement, a copy of the by-laws applying to the residential premises if they are premises under the *Strata Schemes Management Act 2015*.
39. The landlord agrees to give to the tenant, within 7 days of entering into this Agreement, a copy of the by-laws applying to the residential premises if they are premises under the *Strata Schemes Development Act 2015*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989*.

MITIGATION OF LOSS

40. The rules of law relating to mitigation of loss or damage on breach of a contract apply to a breach of this Agreement. (For example, if the tenant breaches this Agreement the landlord will not be able to claim damages for loss which could have been avoided by reasonable effort by the landlord.)

RENTAL BOND [*Cross out this clause if no rental bond is payable*]

41. The landlord agrees that, where the landlord or the landlord's agent applies to the Rental Bond Board or the Civil and Administrative Tribunal for payment of the whole or part of the rental bond to the landlord, the landlord or the landlord's agent will provide the tenant with:
- 41.1 details of the amount claimed, and
- 41.2 copies of any quotations, accounts and receipts that are relevant to the claim, and
- 41.3 a copy of a completed condition report about the residential premises at the end of the residential tenancy agreement.

SMOKE ALARMS

42. The landlord agrees to:
- 42.1 ensure that smoke alarms are installed in accordance with the *Environmental Planning and Assessment Act 1979* if that Act requires them to be installed in the premises and are functioning in accordance with the regulations under that Act, and
- 42.2 conduct an annual check of all smoke alarms installed on the residential premises to ensure that the smoke alarms are functioning, and
- 42.3 install or replace, or engage a person to install or replace, all removable batteries in all smoke alarms installed on the residential premises annually, except for smoke alarms that have a removable lithium battery, and
- 42.4 install or replace, or engage a person to install or replace, a removable lithium battery in a smoke alarm in the period specified by the manufacturer of the smoke alarm, and
- 42.5 engage an authorised electrician to repair or replace a hardwired smoke alarm, and
- 42.6 repair or replace a smoke alarm within 2 business days of becoming aware that the smoke alarm is not working unless the tenant notifies the landlord that the tenant will carry out the repair to the smoke alarm and the tenant carries out the repair, and
- 42.7 reimburse the tenant for the costs of a repair or replacement of a smoke alarm in accordance with clause 18 of the *Residential Tenancies Regulation 2019*, that the tenant is allowed to carry out.

Note1: Under section 64A of the *Residential Tenancies Act 2010*, repairs to a smoke alarm includes maintenance of a smoke alarm in working order by installing or replacing a battery in the smoke alarm.

Note2: Clauses 42.2– 42.7 do not apply to a landlord of premises that comprise or include a lot in a strata scheme (within the meaning of the *Strata Schemes Management Act 2015*) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.

Note3: A tenant who intends to carry out a repair to a smoke alarm may do so only in the circumstances prescribed for a tenant in clause 15 of the *Residential Tenancies Regulation 2019*.

Note4: Section 64A of the Act provides that a smoke alarm includes a heat alarm.

43. The tenant agrees:
- 43.1 to notify the landlord if a repair or a replacement of a smoke alarm is required, including replacing a battery in the smoke alarm, and
- 43.2 that the tenant may only replace a battery in a battery-operated smoke alarm, or a back-up battery in a hardwired smoke alarm, if the smoke alarm has a removable battery or a removable back-up battery, and
- 43.3 to give the landlord written notice, as soon as practicable if the tenant will carry out and has carried out a repair or replacement, or engages a person to carry out a repair or replacement, in accordance with clauses 15–17 of the *Residential Tenancies Regulation 2019*.

Note: Clauses 43.2 and 43.3 do not apply to tenants under social housing tenancy agreements or tenants of premises that comprise or include a lot in a strata scheme (within the meaning of the *Strata Schemes Management Act 2015*) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.

44. The landlord and the tenant each agree not to remove or interfere with the operation of a smoke alarm installed on the residential premises unless they have a reasonable excuse to do so.

Note: The regulations made under the *Environmental Planning and Assessment Act 1979* provide that it is an offence to remove or interfere with the operation of a smoke alarm or a heat alarm in particular circumstances.

SWIMMING POOLS [*Cross out this clause if there is no swimming pool*]

45. The landlord agrees to ensure that the requirements of the *Swimming Pools Act 1992* have been complied with in respect of the swimming pool on the residential premises.

[Cross out the following clause below if there is no swimming pool or the swimming pool is situated on land in a strata scheme (within the meaning of the Strata Schemes Management Act 1996) or in a community scheme (within the meaning of the Community Land Development Act 1989) and that strata or community scheme comprises more than 2 lots.]

46. The landlord agrees to ensure that at the time that this residential tenancy agreement is entered into:

46.1 the swimming pool on the residential premises is registered under the *Swimming Pools Act 1992* and has a valid certificate of compliance under that Act or a relevant occupation certificate within the meaning of that Act, and

46.2 a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant.

Note: *A swimming pool certificate of compliance is valid for 3 years from its date of issue.*

LOOSE-FILL ASBESTOS INSULATION

47. The landlord agrees:

47.1 if, at the time that this residential tenancy agreement is entered into, the premises have been and remain listed on the LFAI Register, the tenant has been advised in writing by the landlord that the premises are listed on that Register, or

47.2 if, during the tenancy, the premises become listed on the LFAI Register, to advise the tenant in writing, within 14 days of the premises being listed on the Register, that the premises are listed on the Register.

COMBUSTIBLE CLADDING

48. The landlord agrees that if, during the tenancy, the landlord becomes aware of any of the following facts, the landlord will advise the tenant in writing within 14 days of becoming aware of the fact:

48.1 that the residential premises are part of a building in relation to which a notice of intention to issue a fire safety order, or a fire safety order, has been issued requiring rectification of the building regarding external combustible cladding,

48.2 that the residential premises are part of a building in relation to which a notice of intention to issue a building product rectification order, or a building product rectification order, has been issued requiring rectification of the building regarding external combustible cladding,

48.3 that the residential premises are part of a building where a development application or complying development certificate application has been lodged for rectification of the building regarding external combustible cladding.

SIGNIFICANT HEALTH OR SAFETY RISKS

49. The landlord agrees that if, during the tenancy, the landlord becomes aware that the premises are subject to a significant health or safety risk, the landlord will advise the tenant in writing, within 14 days of becoming aware, that the premises are subject to the significant health or safety risk and the nature of the risk.

ELECTRONIC SERVICE OF NOTICES AND OTHER DOCUMENTS

50. The landlord and the tenant agree:

50.1 to only serve any notices and any other documents, authorised or required by the *Residential Tenancies Act 2010* or the regulations or this Agreement, on the other party by email if the other party has provided express consent, either as part of this Agreement or otherwise, that a specified email address is to be used for the purpose of serving notices and other documents, and

50.2 to notify the other party in writing within 7 days if the email address specified for electronic service of notices and other documents changes, and

50.3 that they may withdraw their consent to the electronic service of notices and other documents at any time, by notifying the other party in writing, and

50.4 if a notice is given withdrawing consent to electronic service of notices and other documents, following the giving of such notice, no further notices or other documents are to be served by email.

BREAK FEE FOR FIXED TERM OF NOT MORE THAN 3 YEARS

51. The tenant agrees that, if the tenant ends the residential tenancy agreement before the end of the fixed term of the Agreement, the tenant must pay a break fee of the following amount if the fixed term is not more than 3 years:

51.1 4 weeks rent if less than 25% of the fixed term has expired,

51.2 3 weeks rent if 25% or more but less than 50% of the fixed term has expired,

51.3 2 weeks rent if 50% or more but less than 75% of the fixed term has expired,

51.4 1 week's rent if 75% or more of the fixed term has expired.

This clause does not apply if the tenant terminates a fixed term residential tenancy agreement for a fixed term of more than 3 years or if the tenant terminates a residential tenancy agreement early for a reason that is permitted under the *Residential Tenancies Act 2010*.

Note: *Permitted reasons for early termination include destruction of residential premises, breach of the Agreement by the landlord and an offer of social housing or a place in an aged care facility, and being in circumstances of domestic violence. Section 107 of the Residential Tenancies Act 2010 regulates the rights of the landlord and tenant under this clause.*

52. The landlord agrees that the compensation payable by the tenant for ending the residential tenancy agreement before the end of the fixed term of not more than 3 years is limited to the amount specified in clause 51 and any occupation fee payable under the *Residential Tenancies Act 2010* for goods left on the residential premises.

Note: Section 107 of the *Residential Tenancies Act 2010* also regulates the rights of landlords and tenants for a residential tenancy agreement with a fixed term of more than 3 years.

ADDITIONAL TERMS

[Additional terms may be included in this agreement if:

- (a) both the landlord and tenant agree to the terms, and*
- (b) they do not conflict with the Residential Tenancies Act 2010, the Residential Tenancies Regulation 2019 or any other Act, and*
- (c) they do not conflict with the standard terms of this Agreement.*

ANY ADDITIONAL TERMS ARE NOT REQUIRED BY LAW AND ARE NEGOTIABLE]

ADDITIONAL TERM—PETS ~~*[Cross out this clause if not applicable]*~~

53. The landlord agrees that the tenant may keep the following animal on the residential premises (specify the breed, size etc):
54. The tenant agrees:
- 54.1 to supervise and keep the animal within the premises, and
 - 54.2 to ensure that the animal does not cause a nuisance, or breach the reasonable peace, comfort or privacy of neighbours, and
 - 54.3 to ensure that the animal is registered and micro-chipped if required under law, and
 - 54.4 to comply with any council requirements.
55. The tenant agrees to have the carpet professionally cleaned or to pay the cost of having the carpet professionally cleaned at the end of the tenancy if cleaning is required because an animal has been kept on the residential premises during the tenancy.

[Insert any other agreed additional terms here. Attach a separate page if necessary.]

ADDITIONAL TERMS

Additional terms listed cannot take away any of the rights and duties included in the *Residential Tenancies Act 2010*.

Damage to Others

The Tenant indemnifies the Landlord and Agent against: (a) any injury, loss or damage which may be caused to the Premises; (b) the death or injury of the Tenant, the members of his family or household, his guests and invitees; and (c) loss of or damage to the Tenant's property or the property of the of other persons; where (a) (b) or (c) result from the use or misuse of the Premises by the Tenant or other persons on the Premises with consent of the Tenant.

Emergency Contact Information

In case of an emergency repair, maintenance, accident etc. outside of normal business hours 9am to 5pm Monday to Friday or Public Holidays the Tenant agrees to and will contact the Agent on the emergency afterhours number notified and give full details of the nature of the repair, maintenance or accident which is or could be detrimental to health, life or security of the Premises.

General Maintenance

The Tenant agrees and will maintain the Premises by keeping the Premises in a clean, neat & tidy condition at all times. No rubbish is allowed to be left in or around the Premises or units if in a group. All maintenance requests are to be reported via the Agent, Property Manager's email address advised.

The Tenant is responsible during the tenancy and in particular at the end of the tenancy to present the Premises in a clean, neat & tidy condition including all fixtures and fittings, windows, paths, driveways and gardens. Should there be any damage caused to walls, ceilings, curtains, blinds or flooring by smoking inside, the tenants will bear the cost of any cleaning, repairs or replacement of items as necessary.

* Floating floorboards are to be washed with a damp mop ONLY. Over wetting causes damage, it will be at the Tenant's expense to repair any such damage caused by the Tenant, by an authorised tradesperson.

* No Blu Tac, thumbnails or sticky tape is to be used on the walls or ceilings.

* Chopping boards are to be used in the kitchen at all times.

* The Tenant will provide an oil tray and not allow a car to drip oil on driveway or parking areas, and will keep the same free of rubbish or oil stains. Under no circumstances is the Tenant/s to park any type of vehicle on any part of the garden area. The Tenant/s is not permitted to keep unregistered or un-roadworthy vehicles of any type on the Premises.

* The curtains, blinds and carpets are to be cleaned or vacuumed on a regular basis by the Tenant.

* The Tenant is liable for any damage caused by their pot plants or pets to floors.

* The Tenant will not under any circumstances use kerosene type heaters or Gas Bottle Cylinders in the Premises, nor store any dangerous goods or substances on the Premises.

* The Tenant agrees to and will not place any sanitary items, paper towels, latex products, wet ones or excess toilet paper into the toilet. Should this be the cause of a blockage, the Tenant will be charged for the plumber's invoice.

* No extra picture hooks are allowed on any walls unless approved by the Landlord in writing.

* If the smoke alarm(s) at the Premises appear not to be working for any reason the Tenant will advise the Agent immediately. Where the Landlord has arranged an annual compliance check of the smoke alarm the Tenant will allow access. The service contractor will provide advance notice of their attendance.

* The Tenant agrees to regularly dispose of any broken furniture, bottles and cans and general rubbish during the tenancy.

Inspections

At all periodic inspections the Premises is to be presented in a good clean, neat & tidy condition. The Agent will be checking all wet areas for mould & scum and all appliances (particularly the oven, griller and cooktops,) vents, range hoods, exhaust covers, light fittings, window sills & tracks.

The Agent will look at air conditioning vents and filters and that lawns are mowed and edged and gardens are neat, tidy and weed free. Photos of the Premises will be taken during the inspection. The Agent will use spare keys to access the Premises at all periodic inspections and will confirm all inspections by letter or email between 7 and 14 days prior and as required under the Act

Late Payments of Rent

Arrears Procedure

The tenant should contact the Lessor's agent if they have any queries or concerns regarding Rent Arrears Policy. In extreme cases of rent arrears, the Lessor's Agent may lodge details on the tenancy screening databases.

The Lessor's Agent's Rent Arrears Policy is as follows;

3 Days late - Automated SMS or email

5 Days late - Automated SMS or email

7 Days late - Automated SMS or email

10 Days late - Automated SMS or email

15 Days late - Notice to vacate issued

Where the Tenant is consistently late in rental payments, the Lessor may elect not to renew the tenancy.

Any tenancy reference provided by the Agency as authorised by the Tenant, will include a summary of payment history

The Lessor's Agent encourages the Tenant to ensure their rent is paid on time, every time so that our business relationship remains beneficial for both parties

Master Keys

Master keys will not be issued to the Tenant, therefore locking keys inside Premises and loss of keys after hours will result in the Tenant having to pay a call out fee to a Locksmith, plus the cost of changing the locks if required.

Neither the Landlord nor the Agent will be responsible for any afterhours call out fees. If locks are changed you are expressly required and agree to give a copy of the new keys to the Agent the next business day. Failure to provide keys may result in penalties under the Act.

Pets

The Tenant agrees that no animals or pets will be kept in or on the Premises unless expressly approved and specified in writing with the Landlord and attached to this agreement.

No pets are allowed in or upon the Premises without prior written consent also from the community or strata managers and the Agent.

Regulations of Buildings

The Tenant agrees to abide by any community or strata regulations & rules if applicable.

The Tenant agrees to observe the "quiet enjoyment" and peace of all nearby neighbours.

Rental Payments

All future rent payments will be made as per our instructions to you, either:

- * direct to our account or through our BPAY if advised to you. If by BPAY use our biller code advised with your unique reference number as stated in our materials; or
 - * by credit card which may also be accepted (if so advised) and if so you can pay on line or make a credit card payment over the phone again using your unique reference number as advised to you and charges may apply however.
 - * We do not accept cash under any circumstances.
 - * No personal cheques will be accepted by this office.
 - * When the Agent is charged a dishonour fee by the Agent's bank due to dishonour of a transaction to pay rent or invoices, the Tenant will pay the amount of the dishonour fee to the Agent within 7 days.
-

Services

The Tenant will notify the appropriate suppliers of services (power, water and gas) at commencement and departure dates at the end of tenancy.

The Landlord does not warrant that internet or other services work or are connected and any such services are the responsibility of the Tenant.

Smoking

The Tenant is aware and agrees that smoking is not permitted inside the Premises .

If the Tenant and/or visitors wish to smoke then this must be done outside of the Premises and all used wrappers, packets and butt ends are to be safely disposed of and no litter caused.

Sub- letting and Airbnb

The Tenant is expressly prohibited from subletting a part or whole of the Premises for any commercial endeavour such as Airbnb without the Landlord's written consent first being obtained.

The Tenant is aware the Landlord rents the Premises to the Tenant only and the Tenant agrees not rent , sublet or grant a licence to occupy part or whole of the Premises without prior written consent from the Landlord, for example the Tenant cannot list the Premises on Airbnb without express written consent and this is due in part to the damage and security risk imposed on the Landlord and the Premises and the fact that it is rented personally only.

The Tenant is not permitted to sublet the Premises for profit or reward at all nor part with possession of the Premises or any portion without consent in writing of the Landlord, unless expressly allowed at law. Possession is not be granted over the Premises or any portion thereof to a third party on a Holiday or Short Term basis, directly or through any agent or booking service and or through on-line services such as Airbnb without express written consent of the Landlord.

The Tenant is not entitled and will not increase the number of occupants in the Premises (as per the Residential Tenancy Agreement) without first obtaining approval in writing from the Landlord.

Vacating the Premises

The Premises are to be returned at the end of the Lease in the same condition and not less than that which it was at the commencement of the Lease (subject to any fair wear & tear).

The Agent recommends that the Tenant considers employing professional cleaners before the final inspection to ensure the Premises are cleaned to the same standard in the last month of tenancy.

The Tenant agrees to allow a "For Lease" signboard to be erected as necessary and to allow the agent access for open inspections.

The Tenant agrees to have the carpets professionally cleaned at the expiration of the tenancy .

The Tenant will not leave any personal belongings or rubbish on the Premises at the end of their Tenancy , as they may still be in possession and liable to rent and also costs of removal of any property.

If the Tenant does not follow any outgoing check lists and as a result or in any event the Premises is returned in an unsatisfactory condition, the Landlord is entitled to employ professional cleaners to rectify any issues and this expense will be deducted from the bond and or recovered from the Tenant .

At the end of the tenancy if keys & or a rent card are not returned, the Tenant will be required to pay additional costs to have locks changed & replacement of rent card as may be required.

The Tenant may also be charged for replacement of lost or damaged "ancillary property" provided with the Premises at the commencement of the tenancy by example and not limited to: remote controls for air conditioners, roller doors, alarm systems, swipe cards for entry/exist doors, appliance manuals and any other ancillary property provided.

Lease Break - New South Wales

The tenant agrees & understands that in the event of breaking their lease agreement they are responsible for the following fees;

4 weeks rent if less than 25 per cent of the agreement has expired

3 weeks rent if 25 per cent or more but less than 50 per cent of the agreement has expired

2 weeks rent if 50 per cent or more but less than 75 per cent of the agreement has expired

1 weeks rent if 75 per cent or more of the agreement has expired.

Appearance and use of balcony

(a) The tenant agrees to not use the balcony for hanging of any washing, towel, bedding, clothing or storage for bicycles.

(b) The tenant agrees to not install any additional fittings or fixtures to the balcony like vertical hanging gardens, shade sails, bamboo screens or privacy screens of any kind.

(c)The tenant agrees to not display any placard advertisement or sign on the common property or their lot for any reason or purpose whatsoever without the prior written consent of the Body Corporate.

(d) The tenant agrees to not keep any plants, planter boxes or pots on any balcony, terrace or patio that are not maintained in good health and condition and that are offensive in appearance to other Occupiers and further that the size and type of plant shall not extend beyond the boundary of the lot or obstruct the views from another lot or interfere with the use and enjoyment of their lots by the Occupiers of those lots. Care must be taken when watering or cleaning to ensure minimal disturbance to other lots.

(e) The tenant agrees to not construct or erect any sheds, kennels or structures of any nature or description on any terrace, patio or balcony without having first obtained the written consent of the Body Corporate and building regulations or planning laws.

Air-Conditioning Unit

It is hereby agreed that the Tenant/s agree to maintain the air-conditioning unit as per the recommendations in the manual and to clean the filters every 3 months.

The tenant(s) is/are to report any problems to the Property Manager immediately.

The Tenant/s further agrees that the manual and the remote control for the air-conditioner are to remain at the property at the expiry of the tenancy.

I/We the tenant(s) agree that we have read and understood the above information regarding the air-conditioner and that I/We will abide by these terms for the duration of our tenancy.

Exit Inspection By Property Manager

Please note - when vacating and having handed in your keys into the office, your Property Manager has 3 working days to complete your final inspection. If possible and there is not a pending ingoing tenant you will be given 24 hrs ONLY in which to rectify any problems.

Vacating the Property Requirements

On vacating the property the following are items needing to be attended to:

Please ensure all light globes have been checked and are in working order on vacate
DO NOT have the electricity disconnected until such time the vacate inspection has been completed as your Property Manager needs to ensure all lights and electrical appliances are in working order.
Ensure you have all your mail re-directed
Our office would recommend the use of our bond cleaner, carpet cleaner and pest control company to ensure your vacate clean is conducted to our standard requirements
Ensure all door stops in the property are attached and not broken. Any broken doorstops to be replaced prior to vacate.
Lawns/gardens and edges are your responsibility to have done prior to your vacate date.
Windows - internally and externally are to be cleaned on vacate.

Maintain Premises and Use

The Tenant agrees:

- (a) Not to do anything that involves painting, marking or defacing the Premises internally or externally or using nails, screws or adhesives without the prior written consent of the Lessor.
 - (b) To place all household rubbish in the bin provided by the local authority and put the bin out for collection on the designated day for collection and remove the bin as soon as practicable after it has been emptied and return it to its allotted place.
 - (c) Not to use any sink, basin, toilet, drain or like facility in or connected to the Premises for other than their intended use or to do anything that might damage or block the plumbing drainage or sewerage system servicing the premises.
 - (d) Not to affix any television antenna to the Premises.
 - (e) Not to hang washing, or other articles anywhere but in areas provided or designated for this purpose. (f) To maintain all garden areas including watering trees and other plants, to mow the lawn and remove garden rubbish (including pet waste) from the Premises.
 - (g) Not to construct and/or use a portable wading pool, spa or such other regulated pool/s that:
 - 1) is capable of being filled with water to a depth of more than 300mm; or
 - 2) has a volume of more than 2000L; or
 - 3) has a filtration system.Such pools as described above are considered regulated pools under the Building Act 1975 and require compliant pool fencing and/or pool barriers.
 - (h) To only operate any machinery, plant or equipment on the Premises in accordance with the Lessor's or manufacturer's instructions.
 - (i) Not to maliciously or negligently damage the Premises or any part of the Premises.
 - (j) Not to alter or remove any fixture or inclusion of the Premises or add any lock or security device without the Lessor's agreement, and in such case to provide the Lessor/Lessor's Agent with a copy of the key or access codes.
 - (k) To, in relation to smoke alarms in the Premises:
 - 1) test each smoke alarm at least once every 12 months of the tenancy by:
 - a) pressing a button or other device on the smoke alarm to indicate whether the alarm is capable of detecting smoke; or
 - b) testing the alarm in the way stated in the Information Statement.
 - 2) replace, in accordance with the Information Statement, each battery that is spent or that the Tenant is aware is almost spent.
 - 3) advise the Lessor/Lessor's Agent as soon as practicable when the Tenant is aware a smoke alarm has failed or is about to fail.
 - 4) clean each smoke alarm as stated in the Information Statement at least once every 12 months of the tenancy.
 - 5) not remove or do anything that would reduce the effectiveness of a smoke alarm.
 - (l) To replace cracked and/or broken glass where such breakage has arisen as a result of malicious damage or other action on the part of the tenant or its guest/s.
 - (m) To keep the Premises free of rodents, cockroaches and other vermin and to notify the Lessor promptly of any vermin or pest infestation which, should the presence of such vermin or infestation have arisen due to act or neglect on the part of the Tenant, shall be the Tenant's responsibility to remedy.
 - (n) To replace any light bulbs and fluro tubes that have blown during the term of the tenancy.
 - (o) To at all times during the tenancy, comply with the terms of this General Tenancy Agreement including Additional Items and Additional Terms.
 - (p) Where a product, fixture or fitting provided with the Premises has a warning label or safety instructions attached the tenant is not to deface, damage or remove such label.
-

Giving Notice

The tenant/s understand and agrees to give the required 14 days written notice in writing, with a Notice to Terminate Tenancy Agreement (NTTA).

Please ensure this notice is hand-delivered to our office, or if sending via email please confirm that our office has received this notice.

The tenant/s understands and agrees that a Tenancy Agreement (Lease) is a legally binding agreement that can only be ended by the tenant/s in certain ways and does not terminate at the end of the fixed term agreement.

When a fixed term has ended, the tenant/s ending the agreement must use the correct form (Notice to Terminate Tenancy Agreement, NTTA) and comply with the appropriate notice period.

Pool

The tenant/s are responsible for pool chemical costs, however, the owner/s will pay for pool servicing each month or bi-monthly. Tenant is responsible for keeping the pool clean between visits .

NOTES

1. Definitions

In this Agreement:

landlord means the person who grants the right to occupy residential premises under this Agreement, and includes a successor in title to the residential premises whose interest is subject to that of the tenant and a tenant who has granted the right to occupy residential premises to a sub-tenant.

landlord's agent means a person who acts as the agent of the landlord and who (whether or not the person carries on any other business) carries on business as an agent for:

- (a) the letting of residential premises, or
- (b) the collection of rents payable for any tenancy of residential premises.

LFAI Register means the register of residential premises that contain or have contained loose-fill asbestos insulation that is required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*.

rental bond means money paid by the tenant as security to carry out this Agreement.

residential premises means any premises or part of premises (including any land occupied with the premises) used or intended to be used as a place of residence.

tenancy means the right to occupy residential premises under this Agreement.

tenant means the person who has the right to occupy residential premises under this Agreement, and includes the person to whom such a right passes by transfer or operation of the law and a sub-tenant of the tenant.

2. Continuation of tenancy (if fixed term agreement)

Once any fixed term of this Agreement ends, the Agreement continues in force on the same terms as a periodic agreement unless the Agreement is terminated by the landlord or the tenant in accordance with the *Residential Tenancies Act 2010* (see notes 3 and 4). Clauses 5 and 6 of this Agreement provide for rent to be able to be increased if the Agreement continues in force, with certain restrictions.

3. Ending a fixed term agreement

If this Agreement is a fixed term agreement, it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time up until the end of the fixed term but cannot take effect until the term ends. The landlord must give at least 30 days notice and the tenant must give at least 14 days notice.

4. Ending a periodic agreement

If this Agreement is a periodic agreement, it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time. The landlord must give at least 90 days notice and the tenant must give at least 21 days notice.

5. Other grounds for ending agreement

The *Residential Tenancies Act 2010* also authorises the landlord and the tenant to end this Agreement on other grounds. The grounds for the landlord ending the Agreement include sale of the residential premises requiring vacant possession, breach of this Agreement by the tenant, due to hardship or if the Agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

The grounds for the tenant include breach by the landlord of information disclosure provisions under section 26 of the Act (not revealed when this Agreement was entered into), breach of this Agreement by the landlord, due to hardship or if the Agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

For more information refer to the Act or contact NSW Fair Trading on 13 32 20.

6. Warning

It is an offence for any person to obtain possession of the residential premises without an order of the Civil and Administrative Tribunal or a judgment or order of a court if the tenant does not willingly move out. A court can order fines and compensation to be paid for such an offence.

THE LANDLORD AND TENANT ENTER INTO THIS AGREEMENT AND AGREE TO ALL ITS TERMS.

Note: Section 9 of the Electronic Transactions Act 2000 allows for agreements to be signed electronically in NSW if the parties consent. If an electronic signature is used then it must comply with Division 2 of Part 2 of the Electronic Transactions Act 2000.

Signature of the Landlord/Agent

Sarah Humrich

25/10/2022 12:30 pm

Dated

Signature of the Landlord/Agent

Dated

LANDLORD INFORMATION STATEMENT

The landlord acknowledges that, at or before the time of signing this residential tenancy agreement, the landlord has read and understood the contents of an information statement published by NSW Fair Trading that sets out the landlord's rights and obligations.

Signature of the Landlord/Agent

Sarah Humrich

25/10/2022 12:30 pm

Dated

Signature of the Landlord/Agent

Dated

Signature of the Tenant (1)

Michael Long

25/10/2022 12:27 pm

Dated

Tenant 1

Signature of the Tenant (2)

Sarah Long

25/10/2022 12:26 pm

Dated

Tenant 2

Signature of the Tenant (3)

Dated

Tenant 3

Signature of the Tenant (4)

Dated

Tenant 4

TENANT INFORMATION STATEMENT

The tenant acknowledges that, at or before the time of signing this residential tenancy agreement, the tenant was given a copy of an information statement published by NSW Fair Trading.

Signature of the Tenant (1)


 Tenant 1

 25/10/2022 12:27 pm

Dated

Signature of the Tenant (2)


 Tenant 2

 25/10/2022 12:26 pm

Dated

Signature of the Tenant (3)

 Tenant 3

 Dated
Signature of the Tenant (4)

 Tenant 4

 Dated

For information about your rights and obligations as a landlord or tenant, contact:

- (a) NSW Fair Trading on 13 32 20 or www.fairtrading.nsw.gov.au, or
- (b) Law Access NSW on 1300 888 529 or www.lawaccess.nsw.gov.au, or
- (c) your local Tenants Advice and Advocacy Service at www.tenants.org.au

PRIVACY STATEMENT

The Agent uses personal information collected from you to act as the agent and to perform its obligations as agent. The Agent may disclose information to other parties such as its client, to potential purchasers of the property, or to clients of the Agent both existing and potential, as well as to tradespeople, strata corporations, government and statutory bodies and to other parties as required by law. The Agent will only disclose information in this way to other parties as required to perform their duties for the purposes specified above or as otherwise allowed under the *Privacy Act 1988*. If you would like to access this information you can do so by contacting the Agent at the address and contact numbers in this agreement. You can correct any information if it is inaccurate, incomplete or out-of-date. Real estate and tax law requires some of this information to be collected.

OFFICE USE

Documents given to Tenants

- Tenants Information Statement – NSW Fair Trading
- Condition Report
- Copy of Strata By-Laws (if applicable)
- Invitation for Rental Bonds Online (RBO)

Starting a tenancy

Landlords or agents must give all tenants a copy of this **Tenant information statement** before signing a residential tenancy agreement.

Make sure you read this information statement thoroughly before you sign a residential tenancy agreement. Ask questions if there is anything in the agreement that you do not understand.

Remember, you are committing to a legally binding contract with no cooling-off period. You want to be certain you understand and agree to what you are signing.

The landlord or agent must:

- ensure the property is vacant, reasonably clean, fit to live in and in good repair at the start of the tenancy
- provide and maintain the property in a reasonable state of repair
- meet health and safety laws (e.g. pool fencing, electrical installations, smoke alarms, window and balcony safety)
- ensure the property is reasonably secure
- respect your privacy and follow entry and notice requirements.

When renting, you must:

- pay the rent on time
- keep the property reasonably clean and undamaged and leave it in the same condition it was in when you moved in (fair wear and tear excepted)
- not use the property for anything illegal
- follow the terms of the tenancy agreement
- respect your neighbours' right to peace, comfort and privacy

What you must be **told** before you sign an agreement

Sometimes a rental property has something in its history that you should know before you sign an agreement.

The landlord or agent **must tell** you if the property is:

- planned to be sold
- subject to court proceedings where the mortgagee is trying to take possession of the property
- in a strata scheme and a strata renewal committee is currently established for the strata scheme.

The landlord or agent **must tell** you if they are aware of any of the following facts. If the property:

- has been subject to flooding from a natural weather event or bushfire in the last 5 years
- has significant health or safety risks (unless obvious to a reasonable person when the property is inspected)
- has been the scene of a serious violent crime (e.g. murder or aggravated assault) in the last 5 years
- is listed on the [loose-fill asbestos insulation register](#)
- has been used to manufacture or cultivate a prohibited drug or prohibited plant in the last 2 years
- is part of a building where a fire safety or building product rectification order (or a notice of intention to issue one of these orders) has been issued regarding external combustible cladding
- is part of a building where a development or complying development certificate application for rectification has been lodged regarding external combustible cladding
- is in a strata scheme where scheduled rectification work or major repairs will be carried out to common property during the fixed term of the agreement
- is affected by zoning or laws that will not allow you to obtain a parking permit, and only paid parking is available in the area
- is provided with any council waste services that are different to other properties in the council area
- has a driveway or walkway that others can legally use.

Tenant information statement

Penalties apply to landlords or agents if any of the above is not done.

What you must be given before you sign an agreement

Before you sign an agreement or move into the property, the landlord or agent **must give** you:

- a copy of this Tenant information statement
- a copy of the proposed tenancy agreement, filled out in the spaces provided
- 2 hard copies, or 1 electronic copy, of the condition report for the property completed by the landlord or agent
- a copy of the by-laws, if the property is in a strata scheme.

What you must be given at the time you sign an agreement

At the time you sign the agreement, the landlord or agent **must give** you:

- for any swimming or spa pools on the property, a valid certificate of compliance or occupation certificate (issued within the last 3 years). This does not apply if you are renting a property in a strata or community scheme that has more than 2 lots.

Before or at the start of the tenancy

The landlord or agent **must give** you:

- a copy of the key (or other opening device or information) to open any lock or security device for the rented property or common property, at no cost to you or any tenant named in the agreement.

The property must be fit to live in

The property must be reasonably clean, fit to live in and in a reasonable state of repair.

To be fit to live in, the property must (at a minimum):

1. be structurally sound
2. have adequate natural or artificial lighting in each room, except storage rooms or garages
3. have adequate ventilation
4. be supplied with electricity or gas, and have enough electricity or gas sockets for lighting, heating and other appliances
5. have adequate plumbing and drainage
6. have a water connection that can supply hot and cold water for drinking, washing and cleaning
7. have bathroom facilities, including toilet and washing facilities, that allow users' privacy.

The property could have other issues that may make it unfit for you to live in, even if it meets the

above 7 minimum standards. Before you rent the property, you should tell the landlord or agent to take steps (such as make repairs) to make sure the property is fit to live in.

Residential tenancy agreement

The tenancy agreement is a legal agreement. It must include certain standard terms that cannot be changed or deleted. It may also include additional terms. Verbal agreements are still binding on you and the landlord.

Condition report

You should have already received a copy of the condition report, completed by the landlord or agent, before you signed the agreement. This is an important piece of evidence and you should take the time to check the condition of the property at the start of the tenancy. If you do not complete the report accurately, money could be taken out of your bond (after you move out) to pay for damage that was already there when you moved in.

You must complete and give a copy of the condition report to your landlord or agent **within 7 days** after moving into the property. You must also keep a copy of the completed report.

Rent, receipts and records

Rent is a regular payment you make to the landlord to be able to live in the property. You cannot be asked to pay more than 2 weeks' rent in advance. Your landlord or agent cannot demand more rent until it is due.

Your landlord or agent can serve you with 14 days' termination notice if you are more than 14 days behind with the rent.

Your landlord or agent must:

- give you rent receipts (unless rent is paid into a nominated bank account)
- keep a record of rent you pay
- provide you with a copy of the rent record within 7 days of your written request for it.

Rental bonds

The bond is money you may have to pay at the start of the tenancy as security. It must be in the form of money and not as a guarantee. Your landlord or agent can only ask for 1 bond for a tenancy agreement. The bond payable cannot be more than 4 weeks rent. If the landlord agrees, you can pay the bond in instalments.

Your landlord or agent cannot make you pay a bond before the tenancy agreement is signed. If you pay the bond directly to Fair Trading using [Rental Bonds Online](#) (RBO) the landlord or agent will receive confirmation of this before they finalise the tenancy agreement.

Tenant information statement

Your landlord or agent must give you the option to use RBO to pay your bond. You can use RBO to securely pay your bond direct to NSW Fair Trading using a credit card or BPAY, without the need to fill out and sign a bond lodgement form. Once registered, you can continue to use your RBO account for future tenancies.

If you decide not to use RBO, you can ask your agent or landlord for a paper bond lodgement form for you to sign, so that it can be lodged with Fair Trading. The landlord must deposit any bond you pay them with Fair Trading within 10 working days. If the bond is paid to the agent, the agent must deposit the bond with Fair Trading within 10 working days after the end of the month in which the bond was paid.

Discrimination when applying for rental property

It is against the law for a landlord or agent to discriminate on the grounds of your race, age, disability, gender, sexual orientation, marital status or pregnancy.

If you feel that a landlord or agent has declined your tenancy application or has treated you less favourably because of the above, you can contact the NSW Anti-Discrimination Board on

1800 670 812 or the Australian Human Rights Commission on 1300 656 419.

It is not against the law if a landlord or agent chooses not to have a tenant who smokes, or has a poor tenancy history or issues with rent payments.

Communicating with your landlord or agent

Your landlord must provide you with their name and a way for you to contact them directly, even if your landlord has an agent.

This information must be given to you in writing before or when you sign the tenancy agreement, or it can be included in the agreement you sign. Your landlord must also let you know, in writing, within 14 days of any changes to their details.

Some formal communication between you and the landlord or agent must be in writing to be valid, for example, termination notices. You can use email to serve notices or other documents but only if the landlord or agent has given you permission to use their nominated email address for this purpose.

During the tenancy

Can rent be increased during the tenancy?

For a fixed-term of less than 2 years, rent can only be increased during the fixed-term if the agreement sets out the increased amount or how the increase will be calculated. No written notice of the increase is required.

For a fixed-term of 2 years or more, or for a periodic agreement (i.e. where the fixed-term has expired or no fixed-term is specified), the rent can only be increased once in a 12-month period. You must get at least 60 days written notice.

Paying for electricity, gas and water usage

You may have to pay the cost for certain utilities as set out in the agreement. For example, you will pay for all:

- electricity, non-bottled gas or oil supply charges if the property is separately metered. Some exceptions apply for electricity or gas
- charges for the supply of bottled gas during the tenancy.

There are limits on when you need to pay for water usage charges. You can only be asked to pay for water usage if the property is separately metered (or water is delivered by vehicle) and meets the following water efficiency measures:

- all showerheads have a maximum flow rate of 9 litres per minute
- all internal cold-water taps and single mixer taps for kitchen sinks or bathroom hand basins have a maximum flow rate of 9 litres per minute
- any leaking taps or toilets on the property are fixed at the start of the agreement and whenever other water efficiency measures are installed, repaired or upgraded
- from 23 March 2025, toilets are dual flush and have a minimum 3-star WELS rating.

Repairs and maintenance

The property must always be fit for you to live in. The landlord is responsible for any repairs or maintenance, so the property is in a reasonable state of repair. They must also ensure the property meets health and safety laws.

You are responsible for looking after the property and keeping it clean and undamaged. If the property includes a yard, lawns and gardens, you must also keep these areas neat and tidy.

You need to tell your landlord or the agent of any necessary repairs or damage as soon as possible. They are responsible for arranging and paying for the repair costs unless you caused or allowed the damage. You are not responsible for any damage caused by a perpetrator of domestic violence during a domestic violence offence.

If the repair is an **urgent repair** e.g. where there is a burst water service, a blocked or broken toilet, a gas leak or dangerous electrical fault, your landlord or agent should organise these repairs as soon as reasonably possible, after being notified. If they do not respond to an urgent repair, you may be able to organise the work yourself and be reimbursed

a maximum amount of \$1,000 within 14 days from requesting payment in writing. A list of **urgent repairs** is available on the [Fair Trading website](#).

You can apply to Fair Trading for a rectification order if your landlord refuses or does not provide and maintain the property in a reasonable state of repair. Similarly, your landlord can apply to Fair Trading for a rectification order if you refuse or do not repair damage you have caused or allowed. You can also apply to the NSW Civil and Administrative Tribunal (the Tribunal) if your landlord does not carry out repairs.

Smoke alarms must be working

Landlords must ensure that smoke alarms are installed on all levels of the property. Your landlord must maintain the smoke alarms in your property to ensure they are working.

You should notify your landlord or agent if a smoke alarm is not working. They are responsible for repairing (including replacing a battery) or replacing a smoke alarm within 2 business days after they become aware that it is not working.

You can choose to replace a removable battery if it needs replacing, but you must notify the landlord if and when you do this. You are not responsible for maintaining, repairing or replacing a smoke alarm. However, there are some circumstances where you can arrange for a smoke alarm to be repaired or replaced.

Privacy and access

You have the right to reasonable peace, comfort and privacy when renting. Tenancy laws restrict when and how often your landlord, agent or other authorised person can enter the property during the tenancy. Your landlord, agent or authorised person can enter the property without your consent in certain circumstances if proper notice (if applicable) is provided.

For example:

- in an **emergency**, no notice is necessary
- if the **Tribunal orders** that access is allowed
- to carry out, or assess the need for, **necessary repairs or maintenance** of the property, if you have been given at least 2 days' notice
- to carry out **urgent repairs**, no notice is necessary
- to carry out **repairs or replacement of a smoke alarm**, if you have been given at least 1 hours' notice
- to **inspect or assess the need for repair or replacement of a smoke alarm**, if you have been given at least 2 business days' notice
- to carry out a **general inspection** of the property if you have been given at least 7 days' written notice (no more than 4 inspections during a 12-month period).

How to make 'minor' changes to the property

You can only make minor changes to the property with your landlord's written consent, or if the agreement allows it. Your landlord can only refuse your request if it is reasonable to do so e.g. if the work involves structural changes or is inconsistent with the nature of the property.

There are certain types of 'minor' changes where it would be unreasonable for your landlord to refuse consent. For example:

- secure furniture to a non-tiled wall for safety reasons
- fit a childproof latch to an outdoor gate in a single dwelling
- insert fly screens on windows
- install or replace internal window covering (e.g. curtains)
- install cleats or cord guides to secure blind or curtain cords
- install child safety gates inside the property
- install window safety devices for child safety (non-strata only)
- install hand-held shower heads or lever-style taps to assist elderly or disabled occupants
- install or replace hooks, nails or screws for hanging pictures etc.
- install a phone line or internet connection
- plant vegetables, flowers, herbs or shrubs in the garden
- install wireless removable outdoor security camera
- apply shatter-resistant film to window or glass doors
- make changes that don't penetrate a surface, or permanently modify a surface, fixture or structure of the property.

Some exceptions apply. The landlord can also require that certain minor changes be carried out by a qualified person.

You will be responsible for paying for the changes and for any damage you cause to the property. Certain rules apply for removing any modifications at the end of the tenancy.

Your rights in circumstances of domestic violence

Every person has the right to feel safe and live free from domestic violence. If you or your dependent child are experiencing domestic violence in a rental property, there are options available to you to improve your safety.

If you or your dependent child need to escape violence, you can end your tenancy immediately, without penalty. To do this you must give your landlord a termination notice with the relevant evidence and give a termination notice to any co-tenants.

Or, if you wish to stay in your home, you can apply to the Tribunal for an order to end the tenancy of the perpetrator (if they are another co-tenant).

A tenant or any innocent co-tenant is not liable for property damage caused by the perpetrator of violence during a domestic violence offence.

Ending the tenancy

Termination notice must be given

A tenancy agreement is a legally binding agreement that can only be ended in certain ways. A tenancy will usually be ended by you or your landlord giving notice to the other party and you vacating on or by the date specified in the notice.

To end a tenancy, you need to give the landlord or agent a written termination notice with the applicable notice period. In some cases, you can apply directly to the Tribunal for a termination order without issuing a termination notice (for example if you are experiencing hardship).

If you do not leave by the date specified in the termination notice, the landlord or agent can apply to the Tribunal for termination and possession orders. If you do not comply with the Tribunal order, only a Sheriff's Officer can legally remove you from the property under a warrant for possession.

You cannot be locked out of your home under any circumstances unless a Sheriff's Officer is enforcing a warrant for possession issued by the Tribunal or a court.

Break fee for ending a fixed term agreement early

If you end a fixed term agreement early that is for 3 years or less, mandatory break fees may apply based on the stage of the agreement. If it applies, the set fee payable will be:

- 4 weeks rent if less than 25% of the lease had expired
- 3 weeks rent if 25% or more but less than 50% of the lease had expired
- 2 weeks rent if 50% or more but less than 75% of the lease had expired
- 1 week's rent if 75% or more of the lease had expired.

The break fee does not apply if you end the agreement early for a reason allowed under the Act.

Getting the rental bond returned

You should receive the bond in full at the end of the tenancy unless there is a reason for the landlord to make a claim against the bond. For example if:

- rent or other charges (e.g. unpaid water usage bills, break fee) are owing
- copies of the keys were not given back and the locks needed to be changed
- you caused damage or did not leave the property in a reasonably clean condition compared to the original condition report, apart from 'fair wear and tear'.

You are not liable for fair wear and tear to the property that occurs over time with the use of the property, even when the property receives reasonable care and maintenance.

Checklist

You should only sign the agreement when you can answer **Yes** to the following.

The tenancy agreement

- I have read the agreement and asked questions if there were things I did not understand.
- I understand the fixed-term of the agreement is negotiated before I sign, which means it can be for 6 months, 12 months, or some other period.
- I understand that I must be offered at least one way to pay the rent that does not involve paying a fee to a third party.
- I understand that any additional terms to the agreement can be negotiated before I sign.
- I have checked that all additional terms to the agreement are allowed. For example, the agreement does not include a term requiring me to have the carpet professionally cleaned when I leave, unless it is required because the landlord has allowed me to keep a pet on the property.

Promised repairs

For any promises the landlord or agent makes to fix anything (e.g. replace the oven, etc.) or do other work (e.g. paint a room, clean up the backyard, etc.):

- I have made sure these have already been done
or
- I have an undertaking in writing (before signing the agreement) that they will be done.

Upfront costs

- I am **not** required to pay:
 - more than 2 weeks rent in advance
 - more than 4 weeks rent as a rental bond.
- I am **not** being charged for:
 - the cost of preparing the tenancy agreement
 - the initial supply of keys and other opening devices to each tenant named in the agreement
 - being allowed to keep a pet on the property.

Top tips for problem-free renting

Some useful tips to help avoid problems when renting:

- Keep a copy of your agreement, condition report, rent receipts, Rental Bond Number and copies of letters/emails you send or receive in a safe place where you can easily find them later.
- Photos are a great way to record the condition of the property when you first move in.

Take date-stamped photos of the property, especially areas that are damaged or unclean. Keep these photos in case the landlord objects to returning your bond at the end of your tenancy.

- Comply with the terms of your agreement and never stop paying your rent, even if you don't think the landlord is complying with their side of the agreement (e.g. by failing to do repairs). You could end up being evicted if you do.
- Never make any changes to the property, or let other people move in without asking the landlord or agent for permission first.
- Keep a written record of your dealings with the landlord or agent (for example by keeping copies of emails or a diary record of your conversations, including the times and dates, who you spoke to and what they agreed to do). It is helpful to have any agreements in writing, for example requests for repairs. This is a useful record and can also assist if there is a dispute.

- Consider taking out home contents insurance to cover your belongings in case of theft, fires and natural disasters. The landlord's building insurance, if they have it, will not cover your belongings.
- If the property has a pool or garden, be clear about what the landlord or agent expects you to do to maintain them.
- Be careful with what you sign relating to your tenancy and do not let anybody rush you. Never sign a blank form, such as a 'Claim for refund of bond' form.
- If you are happy in the property and your agreement is going to end, consider asking for the agreement to be renewed for another fixed-term. This will remove any worry about being unexpectedly asked to leave and can help to lock in the rent for the next period.

More information

Visit the [Fair Trading website](https://www.fairtrading.nsw.gov.au) or call 13 32 20 for more information about your renting rights and responsibilities.

The NSW Government funds a range of community-based Tenants Advice and Advocacy Services across NSW to provide advice, information and advocacy to tenants. Visit the Tenants' Union website at [tenants.org.au](https://www.tenants.org.au)

[fairtrading.nsw.gov.au](https://www.fairtrading.nsw.gov.au) 13 32 20

Language assistance 13 14 50

(ask for an interpreter in your language)

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This publication must not be relied on as legal advice.
For more information about this topic,
refer to the appropriate legislation.

From Purchasers' Solicitor

To Vendors' Solicitor

Date

REQUISITIONS ON TITLE

2005 EDITION

RE: Purchase from

Property:

In these Requisitions:-

- (a) the terms "Vendor" and "Purchaser" should be read as expressing the appropriate number and gender including neuter gender.
- (b) "the Act" means the Strata Schemes Management Act 1996.
- (c) "amending Act" means the Strata Schemes Management Amendment Act 2004.
- (d) "common property" and "Lot" have the meanings ascribed to them by Section 5(1) of the Strata Titles (Freehold Developments) Act 1973.
- (e) "parcel" means land, improvements and fixtures.
- (f) "land" means the land only.
- (g) "improvements" means improvements and fixtures.
- (h) "clause" and "clauses" mean a clause or clauses in the 2005 Edition of the Contract for Sale of Land.

REQUISITIONS	RESPONSE
1. The Vendor must comply on completion with Clauses 15, 16.1, 16.3, 16.5, 16.12 and 17.1.	
2. The Vendor must comply before completion with any work order in accordance with Clauses 11.1 and 14.8.	
3. The Vendor must comply with Clauses 23.11, 23.13 and 23.18.1.	
4. Is there any pending litigation against the Vendor and/or in respect of the land or common property or lot? If so, please give full details.	
5. Has the Vendor been served with any notice, order or claim arising from any of the following statutes:- (a) Family Provision Act 1982 (NSW Statute)? (b) Property (Relationships) Act 1984 (NSW Statute)? (c) Family Law Act 1975 (Commonwealth Statute)? If so, please advise full details.	
6. If the Vendor has any liability in respect of fixtures and/or inclusions within the lot under any credit contract, hire-purchase agreement, bill of sale, leasing agreement, lien, charge or otherwise encumbered, the Vendor must satisfy any such liability on or before completion.	
7. If the Vendor is a company, are any of its officers aware of:- (a) a resolution having been passed to wind up the company? (b) a summons having been filed to wind up the company? (c) the appointment of a receiver over the company's assets and property? (d) an application having been made to the Australian Securities and Investments Commission under Section 573 of the Corporations Act 2001 to cancel the registration of the company? (e) any statutory demand having been served on the company pursuant to Section 459E(2) of the Corporations Act 2001? (f) the appointment of a voluntary administrator under Part 5.3A of the Corporations Act 2001?	

REQUISITIONS	RESPONSE
<p>8. If the sale of the property is subject to an existing tenancy:-</p> <p>(a) (If not already supplied) The Vendor should provide the Purchaser with a copy of the lease and advise the current rent and outgoings and the date to which they have been paid.</p> <p>(b) Has there been any breach of the lease in which case such breach must be remedied before completion.</p> <p>(c) Rent and outgoings should be apportioned in accordance with Clauses 14.1 and 14.2.</p> <p>(d) The lease (stamped) and, if necessary, registered should be handed over to the Purchaser on completion.</p> <p>(e) (If applicable) The Vendor must obtain the consent in writing of the mortgagee to the transfer of the lease to the Purchaser on and from completion.</p> <p>(f) The Vendor must comply with Clauses 24.3.2, 24.4.1, 24.4.3 and 24.4.4 on or before completion.</p>	
<p>9. If the lot is sold "off-the-plan":-</p> <p>(a) The Vendor must provide the Purchaser before completion with:-</p> <p>(i) an Occupation Certificate (or a copy) issued as required by Section 109M(1) of the Environmental Planning and Assessment Act 1979.</p> <p>(ii) a Certificate of Insurance (or a copy) as required by Section 92 of the Home Building Act 1989 at least 14 business days before completion.</p> <p>(iii) a. Building, Certificate (or a copy) in accordance with Section 149D of the Environmental Planning and Assessment Act 1979.</p> <p>(iv) evidence that a final Fire Safety Certificate has been issued for the building.</p> <p>(b) Has the Vendor complied fully with the local Council's Conditions of Development Consent in respect of the Strata Scheme Subdivision which created the Lot? If not, the Vendor should do so before completion or else provide the Purchaser with an Undertaking signed by the Vendor (or in the case of a company, signed by the Directors of that company under its common seal) to fully comply with such conditions within such period as the local Council specified.</p> <p>(c) Has the Builder complied with the sound insulation provisions contained in the Building Code of Australia which came into effect on 1 May 2004?</p> <p>(d) Has the owners corporation complied with its obligations relating to its sinking fund which were imposed on it by the amending Act?</p> <p>(e) The Vendor must comply with Clause 28 before completion.</p>	
<p>10. If the Vendor is an executor and/or trustee:-</p> <p>(a) The Vendor should be present at settlement to receive the amount payable to him and to give a trustee's receipt.</p> <p>(b) Alternatively, do you require payment of the amount payable to the Vendor to be made into an Estate bank account?</p> <p>(c) Alternatively, do you rely on Section 53 of the Trustee Act 1925? If so, please produce your written authority before settlement.</p> <p>(d) If applicable, Section 66B of the Conveyancing Act 1919 should be complied with.</p>	
<p>11. If the Transfer will be signed under Power of Attorney:-</p> <p>(a) Please produce before completion a copy of the registered Power of Attorney, and</p> <p>(b) Please provide written evidence of its non-revocation.</p>	
<p>12. Is the parcel situated within an aircraft flight path? If so, on what basis and what curfew applies?</p>	

REQUISITIONS	RESPONSE
13. Rates, taxes and levies must be adjusted in accordance with Clauses 14, 23.3 – 23.7 inclusive and the Vendor must comply with Clause 16.6.	
14. Is the lot or the building which contains the lot affected by the Rural Fires Act 1997? If so, is the land on which the building is erected a bushfire hazard or bushfire-prone land? If so, please give full details.	
15. Is the land on which the building is erected affected by the Contaminated Land Management Act 1997? If so, have any notices or orders been served on the owners corporation and have they been complied with?	
16. Are there any outstanding notices issued under:- (a) Section 121H of the Environmental Planning and Assessment Act 1979, and/or (b) Section 735 of the Local Government Act 1993 in relation to the lot? If so, the Vendor should fully comply with any such notices before completion. If such notices were served on the owners corporation, have they been complied with or when does the owners corporation intend to so comply?	
17. Is the Vendor aware of any notice or order having been served on the owners corporation by the local Council under Section 124 of the Local Government Act 1993, including a notice or order relating to fire safety? If so, does the Vendor know whether such notice or order has been fully complied with.	
18. (a) Has the owners corporation complied with the provisions of the Environmental Planning and Assessment Act 1979 and its 2000 Regulation relating to fire safety measures in the building? Is the assessment and certification of such essential fire safety measures carried out every 12 months as the Regulation requires, to the Vendor's knowledge? (b) Does the owners corporation submit to the local Council an annual fire safety statement and forward a copy to the NSW Fire Brigade, to the Vendor's knowledge? Can the Vendor provide documentary evidence of such compliance? (c) Have any fire safety measures been installed in the lot, for example, smoke detectors?	
19. Has the owners corporation complied with its obligations under the Occupational Health and Safety Act 2000 and Regulations, to the Vendor's knowledge?	
20. Are there any noise problems arising from occupation of the units comprised in the building? Have the proprietors complied with by-laws 1 and 14 of Schedule 1 to the Act? Is there any outstanding notice which relates to noise problems in the lot or in any adjoining lots?	
21. Has the Vendor received any notice from the owners corporation under Section 45 of the Act? If so, please advise details of such notice which should be complied with before completion.	
22. Has the owners corporation or the owner of any lot taken any action in relation to the common property under Section 65A of the amending Act? If so, please advise details.	
23. Has the owners corporation granted any licence under Section 65B of the amending Act? If so, please give details.	
24. Does the Vendor know whether there is any outstanding notice which was issued to the owners corporation under Section 65C of the amending Act? If so, please advise details.	
25. Have any orders been made by an Adjudicator under Division 11 of Chapter 5 of the Act, to the Vendor's knowledge? If so, please provide a copy of any such orders.	

REQUISITIONS	RESPONSE
26. If a Swimming Pool is included in the parcel :- (a) Was its construction approved by the local Council? Please furnish a copy of such approval. (b) Have the requirements of the Swimming Pools Act 1992 and its Regulations (in particular as to access and fencing) been complied with?	
27. Has the Vendor or any predecessor in title been bankrupt or are there any pending bankruptcy proceedings against the Vendor?	
28. Is the Vendor aware of any building works having been done on the parcel to which the Building Services Corporation Act 1989 and/or the Home Building Act 1989 applies? If so, please provide evidence that such legislation has been complied with.	
29. Is the Vendor under a legal obligation to contribute to works already carried out or to be carried out in relation to the lot and/or parcel? (a) In the case of the lot, the Vendor should discharge such liability before completion or make an appropriate cash allowance on completion. (b) In the case of the parcel, the Vendor must comply with Clauses 23.5, 23.6 and 23.7.	
30. Does the Vendor know whether the provisions of the Local Government Act 1919 or the Local Government Act 1993, as the case may be, its ordinances and regulations relating to strata scheme subdivisions, buildings, alterations and additions have been complied with in relation to the parcel and lot?	
31. In relation to the by-laws of the Owners Corporation:- (a) Has the Owners Corporation resolved to make any changes to the statutory by-laws? If so, please advise details or provide a copy of any such changes. (b) Has the Vendor as at date of the contract complied with all by-laws applicable to the strata scheme? If not, Vendor should do so before completion.	
32. Is the "initial period" as defined in Part 1 of the Dictionary to the Act still in existence or has it expired? Has the Owners Corporation made a by-law under Section 56 of the Act? If so, please provide a copy.	
33. Is the Vendor aware of any breach of Section 117 of the Act? If so, please give details and advise whether the Owners Corporation has resolved or is proposing to take any action in respect of such breach.	
34. Is the Vendor aware of any outstanding notice issued by the local Council or any statutory authority to the Owners Corporation which it has not complied with? If so, please advise details or provide a copy of any such notice.	
35. What levies have been determined under Sections 76 and 78 of the Act? Please advise the date to which such levies have been paid.	
36. (If not already provided to the Purchaser). Please provide a copy of the Minutes of the last:- (a) Annual General Meeting of the Owners Corporation. (b) (If applicable) Extraordinary General Meeting of the Owners Corporation. (c) Meeting of the Executive Committee.	
37. The Purchaser reserves his contractual rights given by Clause 23.9 to rescind the contract, if any condition referred to in this clause arises before completion.	
38. The Vendor must provide at settlement a direction in accordance with Clause 20.5.	

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