

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	eCOS ID: 119328376	NSW DAN:
vendor's agent	LS Properties Pty Ltd - Leanne 2-6 Pandanus Pde, Cabarita Beach NSW 2488		Phone: 0434 490 877 Fax: Ref:
co-agent			
vendor	ANNETTE MARY LEWIS and ROBERT JOHN LEWIS 29 Inalls Lane, Richmond NSW 2753		
vendor's solicitor	Paine Ross & Co - Elizabeth Paine - Ref: 8706 Lewis EAP 137 George Street Windsor NSW 2756		Phone: 02 4577 2214 Fax: 02 4577 5210
date for completion	42 days after the contract date	(clause 15)	Email: reception@paineross.com.au
land	10/25 SALT WATER CRES KINGSCLIFF NSW 2487 (Address, plan details and title reference) LOT 10 IN COMMUNITY PLAN DP270886 Folio Identifier: 10/270886		
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> Subject to existing tenancies		
improvements	<input checked="" 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 type="checkbox"/> other:		
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

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

inclusions	<input checked="" type="checkbox"/> air conditioning <input checked="" type="checkbox"/> clothes line <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input checked="" type="checkbox"/> blinds <input type="checkbox"/> curtains <input checked="" type="checkbox"/> insect screens <input checked="" type="checkbox"/> solar panels <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input type="checkbox"/> stove <input checked="" type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input checked="" type="checkbox"/> TV antenna <input checked="" type="checkbox"/> other: garage remote, TV brackets on walls		
exclusions			
purchaser			
purchaser's solicitor			Phone: Fax: Ref:
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

<p>VENDOR</p> <hr/> <p>Signed By _____</p> <p>Vendor _____</p> <p>Vendor _____</p>	<p>PURCHASER</p> <hr/> <p>Signed By _____</p> <p>Purchaser _____</p> <p>Purchaser _____</p>												
<p>VENDOR (COMPANY)</p> <hr/> <p>Signed by _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"> _____ Signature of authorised person </td> <td style="width: 50%; border: none;"> _____ Signature of authorised person </td> </tr> <tr> <td style="width: 50%; border: none;"> _____ Name of authorised person </td> <td style="width: 50%; border: none;"> _____ Name of authorised person </td> </tr> <tr> <td style="width: 50%; border: none;"> _____ Office held </td> <td style="width: 50%; border: none;"> _____ Office held </td> </tr> </table>	_____ Signature of authorised person	_____ Signature of authorised person	_____ Name of authorised person	_____ Name of authorised person	_____ Office held	_____ Office held	<p>PURCHASER (COMPANY)</p> <hr/> <p>Signed by _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"> _____ Signature of authorised person </td> <td style="width: 50%; border: none;"> _____ Signature of authorised person </td> </tr> <tr> <td style="width: 50%; border: none;"> _____ Name of authorised person </td> <td style="width: 50%; border: none;"> _____ Name of authorised person </td> </tr> <tr> <td style="width: 50%; border: none;"> _____ Office held </td> <td style="width: 50%; border: none;"> _____ Office held </td> </tr> </table>	_____ Signature of authorised person	_____ Signature of authorised person	_____ Name of authorised person	_____ Name of authorised person	_____ Office held	_____ Office held
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_____ Office held	_____ Office held												

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 an *GSTRW payment* (residential withholding payment)

NO yes (if yes, vendor must provide further 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) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's phone number:

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

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

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

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

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land	<input type="checkbox"/> 33 property certificate for strata common property
<input checked="" type="checkbox"/> 2 plan of the land	<input type="checkbox"/> 34 plan creating strata common property
<input type="checkbox"/> 3 unregistered plan of the land	<input type="checkbox"/> 35 strata by-laws
<input type="checkbox"/> 4 plan of land to be subdivided	<input type="checkbox"/> 36 strata development contract or statement
<input type="checkbox"/> 5 document to be lodged with a relevant plan	<input type="checkbox"/> 37 strata management statement
<input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979	<input type="checkbox"/> 38 strata renewal proposal
<input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)	<input type="checkbox"/> 39 strata renewal plan
<input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)	<input type="checkbox"/> 40 leasehold strata - lease of lot and common property
<input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)	<input type="checkbox"/> 41 property certificate for neighbourhood property
<input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract	<input type="checkbox"/> 42 plan creating neighbourhood property
<input type="checkbox"/> 11 <i>planning agreement</i>	<input type="checkbox"/> 43 neighbourhood development contract
<input type="checkbox"/> 12 section 88G certificate (positive covenant)	<input type="checkbox"/> 44 neighbourhood management statement
<input type="checkbox"/> 13 survey report	<input type="checkbox"/> 45 property certificate for precinct property
<input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i>	<input type="checkbox"/> 46 plan creating precinct property
<input type="checkbox"/> 15 occupation certificate	<input type="checkbox"/> 47 precinct development contract
<input type="checkbox"/> 16 lease (with every relevant memorandum or variation)	<input type="checkbox"/> 48 precinct management statement
<input type="checkbox"/> 17 other document relevant to tenancies	<input type="checkbox"/> 49 property certificate for community property
<input type="checkbox"/> 18 licence benefiting the land	<input type="checkbox"/> 50 plan creating community property
<input type="checkbox"/> 19 old system document	<input type="checkbox"/> 51 community development contract
<input type="checkbox"/> 20 Crown purchase statement of account	<input type="checkbox"/> 52 community management statement
<input type="checkbox"/> 21 building management statement	<input type="checkbox"/> 53 document disclosing a change of by-laws
<input type="checkbox"/> 22 form of requisitions	<input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement
<input type="checkbox"/> 23 <i>clearance certificate</i>	<input type="checkbox"/> 55 document disclosing a change in boundaries
<input type="checkbox"/> 24 land tax certificate	<input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015
Home Building Act 1989	<input type="checkbox"/> 57 information certificate under Community Land Management Act 1989
<input type="checkbox"/> 25 insurance certificate	<input type="checkbox"/> 58 disclosure statement - off the plan contract
<input type="checkbox"/> 26 brochure or warning	<input type="checkbox"/> 59 other document relevant to off the plan contract
<input type="checkbox"/> 27 evidence of alternative indemnity cover	Other
Swimming Pools Act 1992	<input type="checkbox"/> 60
<input type="checkbox"/> 28 certificate of compliance	
<input type="checkbox"/> 29 evidence of registration	
<input type="checkbox"/> 30 relevant occupation certificate	
<input type="checkbox"/> 31 certificate of non-compliance	
<input type="checkbox"/> 32 detailed reasons of non-compliance	

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

Before purchasing land that includes 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.

10/25 SALT WATER CRES KINGSCLIFF NSW 2487

SPECIAL CONDITIONS TO BE INCLUDED IN CONTRACT FOR SALE BETWEEN
ROBERT JOHN LEWIS and ANNETTE MARY LEWIS (VENDORS) AND
_____ (PURCHASER)

PROPERTY: 10/25 SALT WATER CRESCENT, KINGSCLIFF
DATED THIS DAY OF 2023

33. CONFLICT WITH PRINTED CONDITIONS AND AMENDMENTS TO PRINTED CONDITIONS AND REQUISITIONS

- 33.1 If there is any conflict between these special conditions and those contained in the printed conditions of this contract these special conditions prevail.
- 33.2 The printed conditions of this contract are amended as follows:
- 33.2.1 In the definition of "adjustment date" in clause 1.1, the words "the earlier of the giving of possession to the purchaser or completion" are replaced with "the earlier of the giving of possession to the purchaser or the date for completion";
 - 33.2.2 In clause 3.9.1, after "completion" is added "or within 7 days after completion";
 - 33.2.3 clause 7.1.1 is deleted;
 - 33.2.4 The words "or disclosed to the purchaser before the date of this contract" are added at the end of clause 10.1.9; and
 - 33.2.5 Clause 25 is deleted.
- 33.3 The purchaser acknowledges that the only requisitions the purchaser is entitled to make are those attached to this contract, which are deemed to be made by the purchaser on the date of this contract. The purchaser must not make any other requisitions.

34. RELEASE OF DEPOSIT

If the vendor wishes to use the deposit as a deposit in connection with the purchase of another property then upon written notification of such purchase by the vendor to the purchaser or the purchaser's solicitor, the deposit shall immediately be released to the vendor for such purpose only and the purchaser must give all such directions and authorities to the vendor's solicitor and the vendor's agent to permit the release of the deposit.

35. NOTICE TO COMPLETE

- 34.1 If completion does not occur within the time referred to in Clause 15, the parties agree that fourteen (14) days shall be sufficient time for the giving of a Notice to Complete making time of the essence.
- 34.2 Where a Notice to Complete is issued by or on behalf of the vendor, then the purchaser must pay to the vendor on completion the sum of \$275.00 (inclusive of GST) to reimburse the vendor for additional legal costs and other expenses payable by the vendor in respect of the preparation and service of the Notice to Complete. The purchaser acknowledges that this is a genuine pre-estimate of those additional costs and expenses and not a penalty.

36. INTEREST

- 36.1 If completion does not take place by the date for completion then:
- 36.1.1 the purchaser must pay interest on the unpaid balance of the purchase price at the rate of eight per cent (8%) per annum calculated daily including the last day stipulated within the meaning of the term date for completion as described in this contract and the actual day of completion;

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- 36.1.2 that interest must be paid on completion;
 - 36.1.3 the vendor is not obliged to settle unless that interest is paid;
 - 36.1.4 that interest is a genuine pre-estimate of the vendor's loss as a result of the purchaser's failure to complete; and
 - 36.1.5 the right to the interest is without limiting any other rights the vendor may have as a result of the purchaser's failure to complete.
- 36.2 Despite special condition 36.1, interest is not payable under this special condition while the vendor is in default.
- 36.3 If completion does not take effect on the date for completion and is rescheduled for another date due to the default of the purchaser or the purchaser's mortgagee, then in addition to any other monies payable by the purchaser on completion, the purchaser must pay to the vendor on completion the sum of \$110.00 (inclusive of GST) in reimbursement of the vendor's legal costs and other expenses incurred by the vendor as a consequence of the delay, and the purchaser acknowledges that this is a genuine pre-estimate of those additional costs and expenses and not a penalty.
- 36.4 Despite any other provision of this contract, if the vendor is not ready to complete on the date for completion, then (except where this contract is validly terminated by the purchaser due to the vendor's default) the purchaser must not make any claim against the vendor for compensation or damages in respect of any loss or damage suffered by the purchaser as a result of the vendor's delay, and the purchaser releases the vendor from all liability in connection with such delay.

37. SELLING AGENT

- 37.1 The purchaser warrants that:
- 37.1.1 the purchaser was not introduced to the vendor or the property by any real estate agent except the vendor's agent named on the front page; and
 - 37.1.2 no agent except the vendor's agent named on the front page was the effective cause of the sale documented by this contract.
- 37.2 If the purchaser breaches the warranty in special condition 37.1, the purchaser must indemnify and keep indemnified the vendor (and if more than one each of them) against any claim for commission arising out of a breach of such warranty and against all costs and expenses incidental to defending any such claim.
- 37.3 This special condition 37 will not merge on completion but will continue for the benefit of the vendor.

38. CONDITION OF PROPERTY

The purchaser acknowledges that:

- 38.1 the purchaser has inspected the property and the purchaser has satisfied itself as to its condition and state or repair and accepts it in its present condition and state of repair and subject to all defects (if any) whether latent or patent;
- 38.2 the purchaser has not relied on any representations by the vendor or anyone representing the vendor about:
- 38.2.1 the condition and state of repair of the property; and
 - 38.2.2 the suitability for any use or purpose of the property;
 - 38.2.3 the rights attaching to or affecting the property;
 - 38.2.4 the viability, profitability or potential (including development potential) of the property;
 - 38.2.5 the value of the property;
 - 38.2.6 the zoning of and planning restrictions on the property;

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- 38.2.7 the boundaries, description or area of the property;
 - 38.2.8 any permissions, consents and approvals required from a relevant Authority for the construction of any part of the improvements being obtained or complied with;
 - 38.2.9 any consents, approvals, permits or licences desirable or required to be held for the present use of the property being granted by any Authority;
 - 38.2.10 the property complying with all applicable laws, notices or orders;
 - 38.2.11 the nature, location, non-availability or availability of any services (including pipes, cables and wires) to or in relation to the property including the future availability and timing of any installation of any services where those services are currently not available to the property;
 - 38.2.12 the existence of any defects in any services (including pipes, cables and wires) where available to the property;
 - 38.2.13 the terms, existence or non-existence of any easements, privileges or rights (whether statutory or otherwise) in respect of any services affecting or benefiting the property or in respect of any entitlement to use those services;
 - 38.2.14 the presence of any sewer, manhole or vent on the property;
 - 38.2.15 any water or sewerage main or any underground or surface storm water drain passing through, over or under the property;
 - 38.2.16 the presence in or on the property of asbestos or any other hazardous substance or contaminant; or
 - 38.2.17 any other matter which has or may have an effect on the property or the yield from the property; and
- 38.3 The purchaser may not make a claim or requisition, delay completion, rescind or terminate for any of the matters referred to in this special condition 38.

39. DEATH

If before completion the vendor or purchaser or any one of them should die or become mentally ill, either party may rescind this contract by notice in writing to the solicitor for such party named herein.

40. BUILDING CERTIFICATE

- 40.1 The vendor does not have a building certificate issued in accordance with section 149D of the Environmental Planning & Assessment Act 1979 (**Building Certificate**).
- 40.2 The purchaser must not:
- 40.2.1 have the property inspected for the purposes of obtaining a Building Certificate;
 - 40.2.2 apply for a Building Certificate or ask the vendor to consent to the purchaser applying for a Building Certificate; or
 - 40.2.3 require the vendor to apply for or do anything to obtain a Building Certificate or comply with the local council's requirements to issue a Building Certificate.
- 40.3 The purchaser must not make a claim or requisition or delay completion, rescind or terminate because the purchaser does not obtain a Building Certificate before completion.

41. ENTIRE AGREEMENT

The purchaser acknowledges that this contract constitutes the entire agreement of the parties about its subject matter and any previous agreements, understandings and negotiations on that subject matter cease to have any effect on and from the date of this contract.

42. DEPOSIT

- 42.1 If the vendor agrees to the purchaser paying the deposit by instalments then, despite clause 2.2, the purchaser must pay:

- 42.1.1 the deposit in two equal instalments, each equal to 5% of the price; and
 - 42.1.2 the first instalment on or before the contract date; and
 - 42.1.1 the second instalment electronically in accordance with clauses 16.7 and 30.11.1 on completion.
- 42.2 If the vendor terminates this contract the vendor may, without limiting the vendor's other rights or remedies, recover as a liquidated debt all that part of the deposit that has not been paid by the purchaser.

43. LIMITED TITLE and QUALIFIED TITLE

Despite any other provision of this contract, if the title to the property is limited title or qualified title, the vendor is not obliged to provide to the purchaser an abstract of title, old system title search, or any old system title documents in relation to the property.

44. AUCTION – CONDITIONS OF SALE

The following Conditions apply in respect of any Auction Sale after 1 September 2003.

- 44.1 The principal's reserve price must be given in writing to the auctioneer before the auction commences.
- 44.2 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.
- 44.3 The highest bidder is the purchaser, subject to any reserve price.
- 44.4 In the event of a disputed bid, that auctioneer is the sole arbitrator and the auctioneer's decision is final.
- 44.5 The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
- 44.6 A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority bid for or on behalf of another person.
- 44.7 A bid cannot be made or accepted after the fall of the hammer.
- 44.8 As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
- 44.9 All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
- 44.10 One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.
- 44.11 When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.

45. CHRISTMAS SPECIAL CONDITION

Despite any other provision of this Contract, if the completion date falls at any time between 19 December 2023 and 17 January 2024 (inclusive), the completion date is extended to 18 January 2024 and the extension of the completion date under this clause is not a default or delay by either party.

FORM OF REQUISITIONS

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: ROBERT JOHN LEWIS & ANNETTE MARY LEWIS
Purchaser:
Property: 10/25 Salt Water Crescent, Kingscliff
Dated:

Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3. (a) What are the nature and provisions of any tenancy or occupancy?
(b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
(c) Please specify any existing breaches.
(d) All rent should be paid up to or beyond the date of completion.
(e) Please provide details of any bond together with the Rental Bond Board's reference number.
(f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
 - (a) has either the vendor or any predecessor or the tenant applied to the Consumer, Trader and Tenancy Tribunal for an order?
 - (b) have any orders been made by the Consumer, Trader and Tenancy Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoing referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the property for land tax purposes for the current year?

Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15. (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
(b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
(c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
(d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
(e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989*.
16. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?

17. If a swimming pool is included in the property:
- (a) when did construction of the swimming pool commence?
 - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
 - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
 - (d) are there any outstanding notices or orders?
- 18.
- (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to (b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations

19. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
20. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the property?
21. Has the vendor any notice or knowledge that the property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the property?
 - (f) any contamination?
- 22.
- (a) Does the property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
 - (b) If so, do any of the connections for such services pass through any adjoining land?
 - (c) Do any service connections for any other property pass through the property?
23. Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property?

Capacity

24. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.

Requisitions and transfer

25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
26. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
28. The purchaser reserves the right to make further requisitions prior to completion.
29. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.



FOLIO: 10/270886

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
7/7/2023	12:08 PM	4	8/12/2020

LAND

LOT 10 IN COMMUNITY PLAN DP270886
AT KINGSCLIFF
LOCAL GOVERNMENT AREA TWEED
PARISH OF CUDGEN COUNTY OF ROUS
TITLE DIAGRAM DP270886

FIRST SCHEDULE

ANNETTE MARY LEWIS
ROBERT JOHN LEWIS
AS JOINT TENANTS (T AQ627731)

SECOND SCHEDULE (6 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 INTERESTS RECORDED ON REGISTER FOLIO 1/270886
- 3 ATTENTION IS DIRECTED TO THE MANAGEMENT STATEMENT OF THE COMMUNITY SCHEME FILED WITH THE COMMUNITY PLAN
- 4 DP270886 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED 1 IN THE S.88B INSTRUMENT (DOC.1)
- 5 DP270886 POSITIVE COVENANT (DOC.1)
- 6 DP270886 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED 3 IN THE S.88B INSTRUMENT (DOC.1)

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

8706 Lewis EAP

PRINTED ON 7/7/2023

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

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Received: 07/07/2023 12:08:34

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

(Sheet 1 of 2 Sheets)

Plan: **DP270886** Plan of Subdivision of Lot 238 in DP1070792.
Covered by subdivision Certificate No. **SC14/0039**
of 24-12-14

Full name and address of owner of the land: Honeycomb Solutions Pty Ltd (ACN 156 003 646)
PO Box 1511
Kingscliff NSW 2487

Full name and address of mortgagee of land: George Kallinikos and Janine Kallinikos
8 Clearwater Bay Avenue, Clear Island Waters Qld 4226

Part 1 (Creation)

Number of item shown in the intention panel on the plan.	Identity of easement, profit a prende, restriction of positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s).	Benefited lot(s), road(s), bodies or Prescribed Authorities.
1	Restriction on use of land	Each lot	Tweed Shire Council
2	Positive Covenant	Each lot	Tweed Shire Council
3	Restriction on use of land	Each lot	Every other lot
4	Easement to drain sewage 3 wide	Lot 7	Tweed Shire Council

Part 2 (Terms)

1. **Terms of restriction on use numbered 1 in the plan**

No dwelling may be constructed on any lot unless it is constructed on the lot in accordance with development consent DA08/0911.

2. **Terms of positive covenant numbered 2 in the plan**

All roof water from houses, buildings or structures shall be discharged to an approved infiltration pit located on the burdened lot. The infiltration pit shall be approved by the Principal Certifying Authority.

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

No dividing fence shall be erected on the lot burdened unless it is erected without expense to Honeycomb Solutions Pty Ltd (ACN 156 003 646) its successors and assigns other than purchasers on sale.

Name of person empowered to release, vary or modify restriction on use numbered 1, positive covenant numbered 2 and easement numbered 4 in the plan

Tweed Shire Council

Grusgrave

DP270886

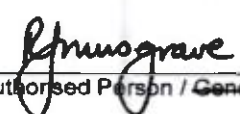
(Sheet 2 of 2 Sheets)

Plan: Plan of Subdivision of Lot 238 in DP1070792.
Covered by subdivision Certificate No. SC 14/0039
OF 24-12-14

Name of person empowered to release, vary or modify restriction on use numbered 3 in the plan

Honeycomb Solutions Pty Ltd (ACN 156 003 646) whilst ever it owns any lot or any part of any lot in the plan and thereafter the owners of the lots benefited.

Executed by Tweed Shire Council

)
)
)


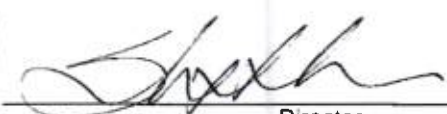
Authorised Person / General Manager

Executed by Honeycomb Solutions Pty Ltd (ACN 156 003 646) pursuant to S.127 of the Corporations Act 2001



Secretary / Director

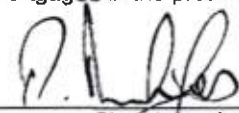

Print Name

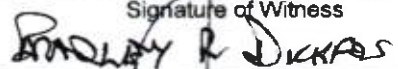
)
)
)


Director
STEPHEN REYNOLDSON

Print name

Executed by George Kallinikos as mortgagee in the presence of:



Signature of Witness


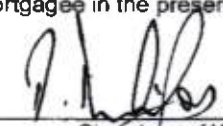
Name of Witness
22 GARDEN ST SOUTHPORT

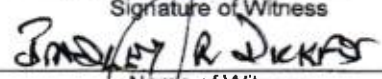
Address of Witness

)
)


George Kallinikos

Executed by Janine Kallinikos as mortgagee in the presence of:



Signature of Witness


Name of Witness
22 GARDEN ST SOUTHPORT

Address of Witness

)
)

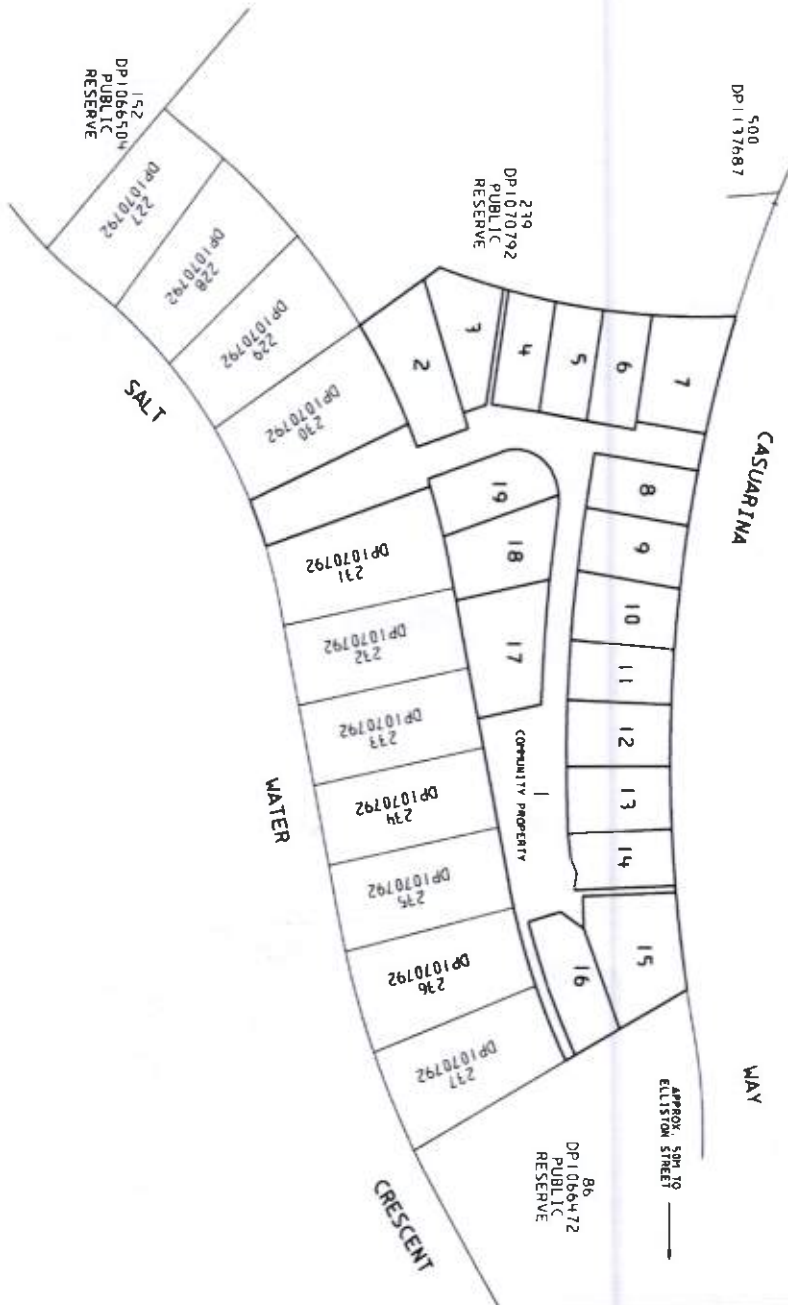

Janine Kallinikos

PLAN FORM 4 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 1 of 4 sheets

LOCATION DIAGRAM
 P R I E N D

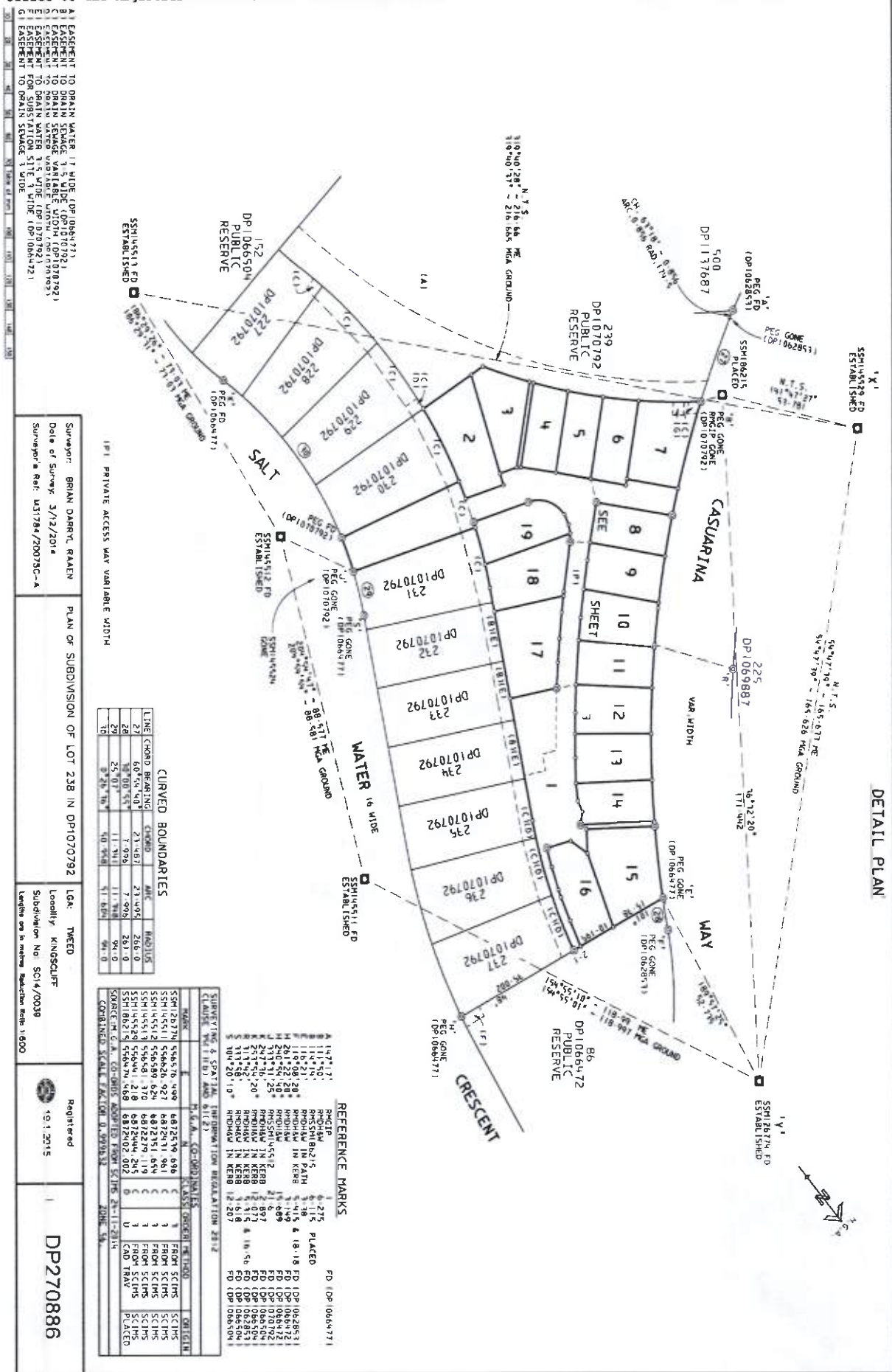


THIS SHEET IS INTENDED TO BE VIEWED IN CONJUNCTION WITH THE SUBDIVISION CERTIFICATE AND THE SCHEME CERTIFICATE. THE SCHEME CERTIFICATE IS AVAILABLE FOR VIEWING ON THE REGISTRAR'S WEBSITE.

LOT NO	DETAILS	SHEET NO

SCHEDULE OF CHANGES TO THE SCHEME

Subdivision Certificate No: SC14/0039
Date: 24/12/2015
Surveyor: BRIAN DARRYL RAATH
Surveyor's Ref: M31784 / 2007SC-A
Registered: 19.1.2015
COMUNITY/REGISTRY/REGISTRATION/REGISTRATION PLAN
DP 270886



- A. EASEMENT TO DRAIN WATER 1.1 WIDE (DP 1066477)
- B. EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH (DP 1070792)
- C. EASEMENT TO DRAIN WATER 1.1 WIDE (DP 1070792)
- D. EASEMENT TO DRAIN WATER 1.1 WIDE (DP 1070792)
- E. EASEMENT TO DRAIN WATER 1.1 WIDE (DP 1070792)
- F. EASEMENT TO DRAIN SEWAGE 1 WIDE

Surveyor: BRIAN DARRELL RAAVEN
 Date of Survey: 3/12/2014
 Surveyor's Ref: M31784/200795C-A

PLAN OF SUBDIVISION OF LOT 238 IN DP1070792

LGA: TWEED
 Locality: KINGSCLIFF
 Subdivision No: SC14/20038
 Lengths are in metres. Reduction Ratio: 1:600

Registered
 10.1.2015
 DP270886

CURVED BOUNDARIES

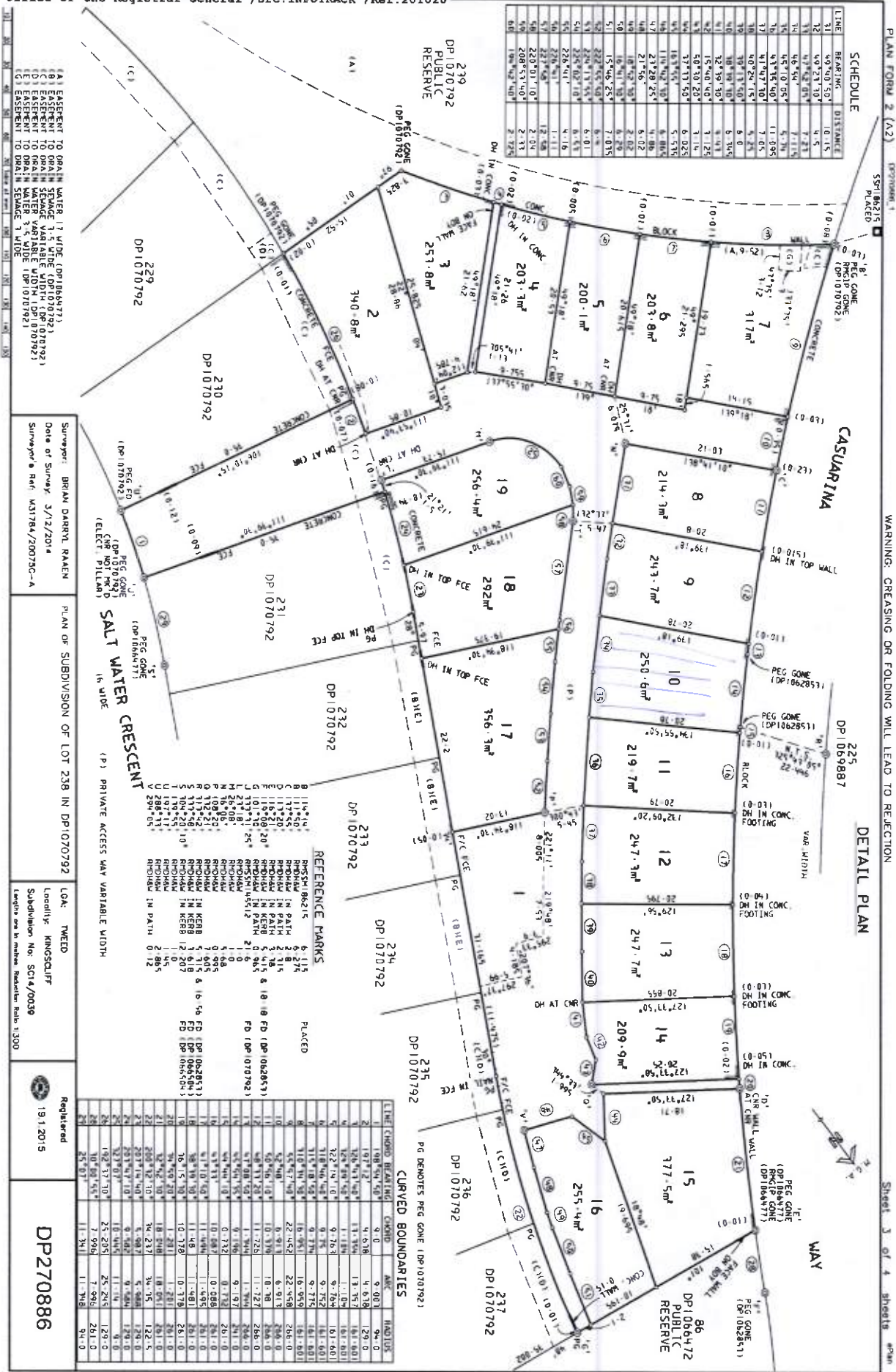
LINE	CHORD BEARING	CHORD	ARC	ANGLE
21	60°55'40"	21.4637	23.4956	266.0
22	58°10'55"	7.9096	281.0	94.0
23	25°07'	11.3116	11.3116	94.0
24	8°28'16"	50.5168	51.6168	94.0

SURVEYING & SPATIAL INFORMATION REGULATION 2012

MARK	CLASS	COORDINATE	HEIGHT	HEIGHT
55M1267M	556576.499	6812579.696	C	3
55M1455L	556626.927	6812671.661	C	3
55M1455L2	556589.624	6812751.654	C	3
55M1455L3	556581.370	6812279.119	C	3
55M1862V	556676.668	6812502.602	B	6
55M1862V2	556676.668	6812502.602	B	6

REFERENCE MARKS

MARK	PLACED	FD	DP
1197171	1197171	1197171	1197171
1197211	1197211	1197211	1197211
1197251	1197251	1197251	1197251
1197291	1197291	1197291	1197291
1197331	1197331	1197331	1197331
1197371	1197371	1197371	1197371
1197411	1197411	1197411	1197411
1197451	1197451	1197451	1197451
1197491	1197491	1197491	1197491
1197531	1197531	1197531	1197531
1197571	1197571	1197571	1197571
1197611	1197611	1197611	1197611
1197651	1197651	1197651	1197651
1197691	1197691	1197691	1197691
1197731	1197731	1197731	1197731
1197771	1197771	1197771	1197771
1197811	1197811	1197811	1197811
1197851	1197851	1197851	1197851
1197891	1197891	1197891	1197891
1197931	1197931	1197931	1197931
1197971	1197971	1197971	1197971
1198011	1198011	1198011	1198011
1198051	1198051	1198051	1198051
1198091	1198091	1198091	1198091
1198131	1198131	1198131	1198131
1198171	1198171	1198171	1198171
1198211	1198211	1198211	1198211
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1199931	1199931	1199931	1199931
1199971	1199971	1199971	1199971
1200011	1200011	1200011	1200011



(A) EASTERN TO DRAIN WATER 1/7 WIDE (DP1070792)
 (B) EASTERN TO DRAIN WATER 1/7 WIDE (DP1070792)
 (C) EASTERN TO DRAIN WATER 1/7 WIDE (DP1070792)
 (D) EASTERN TO DRAIN WATER 1/7 WIDE (DP1070792)
 (E) EASTERN TO DRAIN WATER 1/7 WIDE (DP1070792)

Surveyor: BRIAN DARRYL RALEN
 Date of Survey: 3/12/2014
 Surveyor's Ref: M31784/200720-C-A

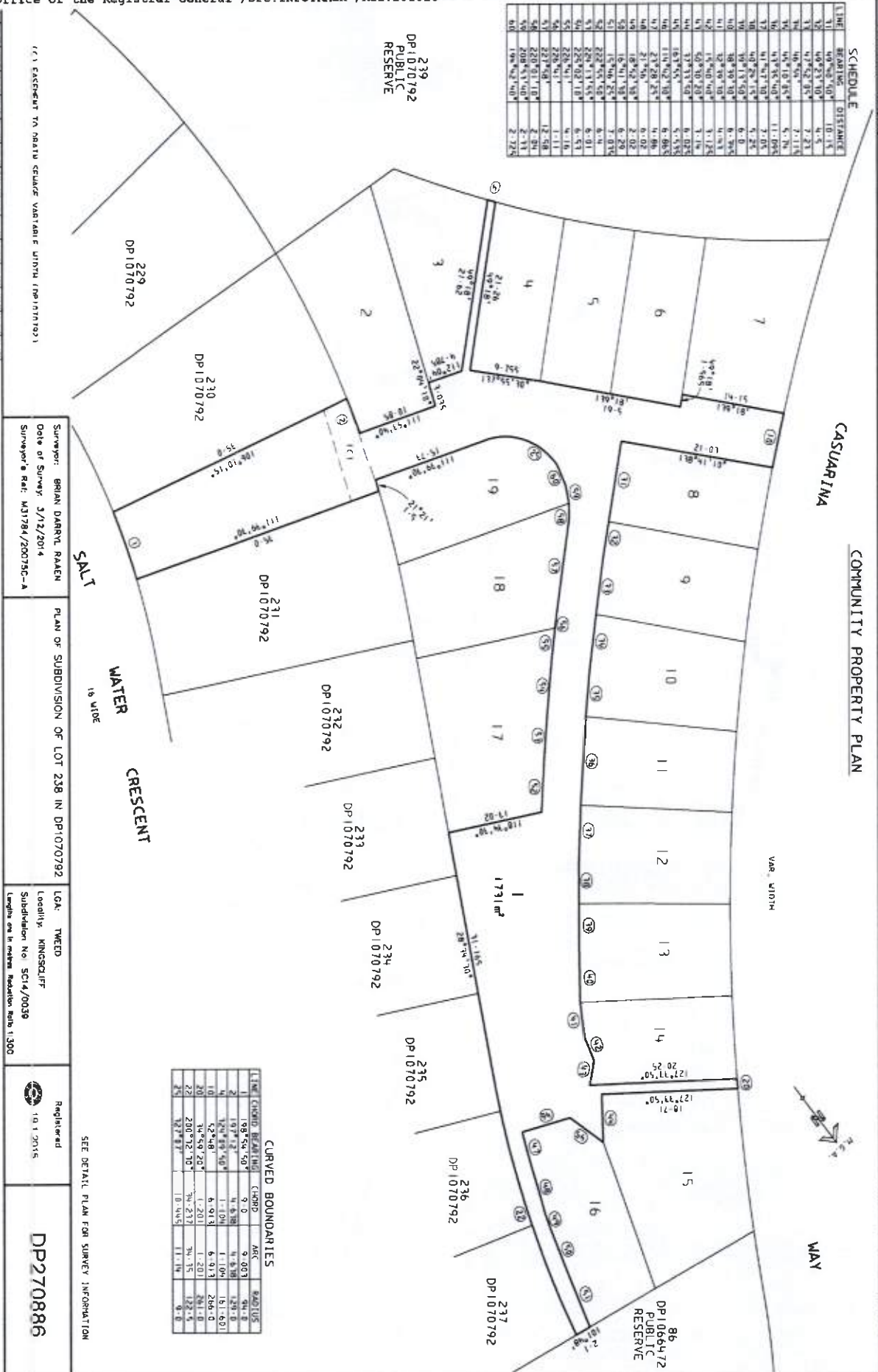
PLAN OF SUBDIVISION OF LOT 238 IN DP1070792
 (P) PRIVATE ACCESS WAY VARIABLE WIDTH

LOK: TWEED
 Localities: KINGSCLIFF
 Subdivision No: SC14/0036
 Lengths are in metres. Modulus: Ratio: 1:300

Registered
 1912015

DP270886

LINE	BEARING	DISTANCE
1	40° 54' 00"	10.15
2	40° 23' 10"	4.5
3	41° 52' 05"	7.23
4	46° 55'	7.13
5	46° 10' 00"	5.76
6	41° 35' 40"	1.1094
7	41° 47' 10"	7.05
8	40° 25' 15"	4.26
9	39° 13' 40"	6.0
10	38° 40' 10"	6.24
11	38° 00' 10"	6.24
12	37° 30' 10"	3.126
13	37° 13' 40"	3.16
14	37° 13' 40"	6.425
15	18° 42' 10"	6.665
16	21° 56'	4.66
17	18° 42' 10"	2.02
18	16° 41' 10"	6.28
19	15° 46' 25"	7.074
20	22° 55' 40"	6.4
21	22° 11' 45"	6.01
22	22° 02' 10"	6.51
23	22° 02' 10"	6.51
24	22° 02' 10"	6.51
25	22° 02' 10"	6.51
26	22° 02' 10"	6.51
27	22° 02' 10"	6.51
28	22° 02' 10"	6.51
29	22° 02' 10"	6.51
30	22° 02' 10"	6.51
31	22° 02' 10"	6.51
32	22° 02' 10"	6.51
33	22° 02' 10"	6.51
34	22° 02' 10"	6.51
35	22° 02' 10"	6.51
36	22° 02' 10"	6.51
37	22° 02' 10"	6.51
38	22° 02' 10"	6.51
39	22° 02' 10"	6.51
40	22° 02' 10"	6.51
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42	22° 02' 10"	6.51
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47	22° 02' 10"	6.51
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49	22° 02' 10"	6.51
50	22° 02' 10"	6.51
51	22° 02' 10"	6.51
52	22° 02' 10"	6.51
53	22° 02' 10"	6.51
54	22° 02' 10"	6.51
55	22° 02' 10"	6.51
56	22° 02' 10"	6.51
57	22° 02' 10"	6.51
58	22° 02' 10"	6.51
59	22° 02' 10"	6.51
60	22° 02' 10"	6.51



239
 DP1070792
 PUBLIC
 RESERVE

(C) EXCEPT TO NEAR SHORE VARIATION UNDER (RP1071023)

Surveyor: BRIAN DARREY RAEN
 Date of Survey: 3/12/2014
 Surveyor's Plat: M3784/20075C-A

PLAN OF SUBDIVISION OF LOT 238 IN DP1070792

LGA: TWEED
 Locality: KINGSCLIFF
 Subdivision No: SC14/0039
 Lengths are in metres. Reduction Ratio: 1:300

Registered
 19.1.2015

SEE DETAIL PLAN FOR SURVEY INFORMATION
 DP270886


CURVED BOUNDARIES

LINE	CHORD BEARING	CHORD	ARC	SHADES
1	198° 56' 50"	9.0	9.003	94.8
2	197° 2' 2"	1.5	1.503	129.0
3	170° 59' 40"	1.104	1.104	151.601
4	52° 48'	6.913	6.913	266.0
5	34° 59' 20"	1.201	1.201	261.0
6	200° 42' 10"	36.237	36.15	122.5
7	127° 17' 50"	1.0445	1.114	9.0

PLAN FORM 6 (2013)



WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 4 sheet(s)
<p>Registered:  19.1.2015 Office Use Only</p> <p>Title System: TORRENS</p> <p>Purpose: SUBDIVISION</p>	<p style="font-size: 2em; font-weight: bold;">DP270886</p> <p>(DOC.A)</p>	
<p>PLAN OF SUBDIVISION OF LOT 238 IN DP1070792</p>	<p>LGA: TWEED Locality: KINGSCLIFF Parish: CUDGEN County: ROUS</p>	
<p>Crown Lands NSW/Western Lands Office Approval</p> <p>..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>	<p style="text-align: center;">Survey Certificate</p> <p>I, BRIAN DARRYL RAAEN of B & P Surveys, PO Box 46, Murwillumbah, NSW, 2484 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on 3/12/2014</p> <p>*(b) The part of the land shown in the plan ("being" excluding ^..... was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on..... the part not surveyed was compiled in accordance with that Regulation.</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>.</p> <p>Signature: <i>B. Raen</i> Dated: 17/12/14</p> <p>Surveyor ID: 1881.....</p> <p>Datum Line: 'X' - 'Y'</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Steep-Mountainous.</p> <p>*Strike through if inapplicable.</p> <p>*Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>	
<p style="text-align: center;">Subdivision Certificate</p> <p style="font-size: 1.5em; font-weight: bold; text-decoration: underline;">RAYMOND MUSGRAVE</p> <p>'Authorised Person'/'General Manager'/'Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: <i>R. Musgrave</i></p> <p>Accreditation number:</p> <p>Consent Authority: <u>TWEED SHIRE COUNCIL</u></p> <p>Date of endorsement: <u>24 DECEMBER 2014</u></p> <p>Subdivision Certificate number: <u>SC14/0039</u></p> <p>File number: DA08/0911</p> <p>*Strike through if inapplicable.</p>	<p>Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.</p>	
<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	<p>Plans used in the preparation of survey/compilation.</p> <p>DP1062853 DP1064287 DP1066472 DP1066477 DP1066504 DP1069887 DP1070791 DP1070792</p> <p style="text-align: center;">If space is insufficient continue on PLAN FORM 6A</p> <p>Surveyor's Reference: M31784/20075C-A</p>	

PLAN FORM 6D (2012)(Community annexure) WARNING: Creasing or folding will lead to rejection


ePlan

DEPOSITED PLAN ADMINISTRATION SHEET			Sheet 2 of 4 sheet(s)		
<p>Registered:  19.1.2015</p> <p>PLAN OF SUBDIVISION OF LOT 238 IN DP1070792</p>	Office Use Only	<p style="font-size: 2em; font-weight: bold;">DP270886</p> <p>(DOC.A)</p>	Office Use Only		
<p>Subdivision Certificate number: <u>SC14/0039</u></p> <p>Date of endorsement: <u>24 DECEMBER 2014</u></p>		<p>Signatures and Consents, a schedule of lots and addresses and statements relating to a section 88B instrument should be provided on Plan Form 6A</p>			
<p>Name of Development (Optional)</p>		<p>Address for Service of Notices</p> <p>25 SALT WATER CRESCENT KINGSCLIFF NSW 2487</p>			
<p>WARNING STATEMENT (Approved Form 7)</p> <p>This document shows an initial schedule of unit entitlements for the Community, Precinct or Neighbourhood Scheme which is liable to be altered, as the scheme is developed or on completion of the scheme, in accordance with the provisions of section 30 <i>Community Land Development Act 1989</i>. Any changes will be recorded in a replacement schedule.</p>		<p>VALUER'S CERTIFICATE (Approved Form 9)</p> <p>I, <u>Luke Nichols</u> of <u>Herron Todd White</u> being a Valuer registered under the <i>Valuers Registration Act 1975</i>, certify that:</p> <p>(a) The unit entitlements shown in the schedule herewith are based upon valuations made by me on <u>17/04/14</u></p> <p>(b) The unit entitlements shown in the schedule herewith, for the new lots created by the subdivision, are based upon their market value on <u>15/12/14</u> being the date of the valuer's certificate lodged with the original initial schedule or the revised schedule.</p> <p>Signature: <u>[Signature]</u> Dated: <u>15/12/14</u></p> <p><small>* Strike through if inapplicable ^ Insert registration date of previous schedule</small></p>			
<p>UPDATE NOTE (Approved Form 8)</p> <p>This document contains an "updated"/revised Schedule of Unit Entitlements and replaces the existing schedule registered on <u>^</u></p> <p><small>* Strike through if inapplicable ^ Insert registration date of previous schedule</small></p>		<p><small>* Strike through if inapplicable ^ Insert date of valuation</small></p>			
INITIAL SCHEDULE OF UNIT ENTITLEMENT					
LOT	UNIT ENTITLEMENT	SUBDIVISION	LOT	UNIT ENTITLEMENT	SUBDIVISION
1	COMMUNITY PROPERTY		11	52	
2	59		12	53	
3	58		13	53	
4	57		14	52	
5	57		15	59	
6	57		16	59	
7	57		17	58	
8	52		18	57	
9	53		19	54	
10	53		AGGREGATE	1000	
					
<p>If space is insufficient use annexure sheet -Plan Form 6A</p>					
<p>Surveyor's Reference: M31784/20075C-A</p>					

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 3 of 4 sheet(s)

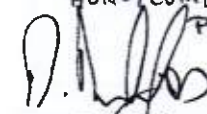
<p>Registered:  19.1.2015 Office Use Only</p> <p>PLAN OF SUBDIVISION OF LOT 238 IN DP1070792</p> <p>Subdivision Certificate number: <u>SC14/0039</u></p> <p>Date of Endorsement: <u>24 DECEMBER 2014</u></p>	<p style="text-align: center; font-size: 24pt;">DP270886</p> <p style="text-align: right;">(DOC.A)</p> <p style="font-size: 10pt;">Office Use Only</p> <p style="font-size: 10pt;">This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> A schedule of lots and addresses - See 60(c) SSI Regulation 2012 Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 Signatures and seals- see 195D Conveyancing Act 1919 Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets
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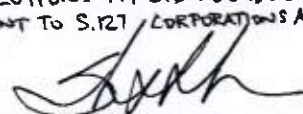
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, IT IS INTENDED TO CREATE:-


1. RESTRICTION ON USE OF LAND
2. POSITIVE COVENANT
3. RESTRICTION ON USE OF LAND
4. EASEMENT TO DRAIN SEWAGE 3 WIDE

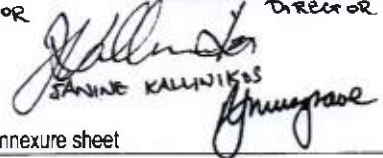
Lot	Street Number	Street Name	Street Type	Locality
1	25	Salt Water	Crescent	Kingscliff
2	25	Salt Water	Crescent	Kingscliff
3	25	Salt Water	Crescent	Kingscliff
4	25	Salt Water	Crescent	Kingscliff
5	25	Salt Water	Crescent	Kingscliff
6	25	Salt Water	Crescent	Kingscliff
7	25	Salt Water	Crescent	Kingscliff
8	25	Salt Water	Crescent	Kingscliff
9	25	Salt Water	Crescent	Kingscliff
10	25	Salt Water	Crescent	Kingscliff
11	25	Salt Water	Crescent	Kingscliff
12	25	Salt Water	Crescent	Kingscliff
13	25	Salt Water	Crescent	Kingscliff
14	25	Salt Water	Crescent	Kingscliff
15	25	Salt Water	Crescent	Kingscliff
16	25	Salt Water	Crescent	Kingscliff
17	25	Salt Water	Crescent	Kingscliff
18	25	Salt Water	Crescent	Kingscliff
19	25	Salt Water	Crescent	Kingscliff

HONEYCOMB SOLUTIONS PTY LTD ACN 156 003 646
 PURSUANT TO S.127 CORPORATIONS ACT, 2001


 BRAD DIEFKUS
 SECRETARY/DIRECTOR


 STEPHEN REYNOLDS
 DIRECTOR


 GEORGE KALLINIKOS


 JANINE KALLINIKOS


If space is insufficient use additional annexure sheet

Surveyor's Reference: M31784/20075C-A

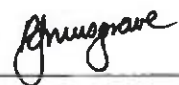
PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

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

<p>Registered:  19.1.2015</p>	<p>Office Use Only</p> <p>DP270886</p> <p>Office Use Only</p>
<p>PLAN OF SUBDIVISION OF LOT 238 IN DP1070792</p>	<p>(DOC.A)</p>
<p>Subdivision Certificate number: <u>SC14/0039</u> Date of Endorsement: <u>24 DECEMBER 2014</u></p>	<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) SSI Regulation 2012• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919• Signatures and seals- see 195D Conveyancing Act 1919• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

If space is insufficient use additional annexure sheet



Surveyor's Reference: M31784/20075C-A

DP270886

**Approved Form 28
COMMUNITY LAND DEVELOPMENT ACT 1989**

COMMUNITY MANAGEMENT STATEMENT

(Sheet 1 of 12 Sheets)

WARNING

The terms of this management statement are binding on the community association, each subsidiary body within the community scheme and each person who is a proprietor, lessee, occupier or mortgagee in possession of a community development lot, precinct development lot, neighbourhood lot or strata lot within the community scheme.

PART 1

BY-LAWS FIXING DETAILS OF DEVELOPMENT

These by-laws relate to the control and preservation of the essence or theme of the community scheme and as such may only be amended or revoked by unanimous resolution of the community association (See section 17(2) Community Land Management Act 1989).

Nil

PART 2

RESTRICTED COMMUNITY PROPERTY

These by-laws may not be amended during the initial period and may only be amended after the expiry of the initial period by special resolution and with the written consent of each person entitled by the by-law to use the restricted community property (see section 54 Community Land Management Act 1989).

Nil.

PART 3

MANDATORY MATTERS

These are matters which must be addressed in every management statement.

1. OPEN ACCESS WAYS OR PRIVATE ACCESS WAYS

- 1.1 The access ways are private access ways (See sheet 12 of 12 sheets).
- 1.2 Maintenance and repair of the access ways shall be the responsibility of the association.

2. PERMITTED USE OF SPECIAL FACILITIES ON COMMUNITY PROPERTY

- 2.1 There are no special facilities provided on the association property.
- 2.2 The community association shall be responsible for the cost of maintenance and upkeep of the lawns, gardens, plantings and landscaped areas within the association property.
- 2.3 All proprietors in the scheme have equal rights to the quiet enjoyment of the association property.

**TERMS OF INSTRUMENT NOT CHECKED IN
LAND AND PROPERTY INFORMATION**

REGISTERED



19.1.2015

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(Sheet 2 of 12 Sheets)

3. INTERNAL FENCING

- 3.1 Subject to clause 3.2 the Dividing Fences Act 1991 applies between the association property and all lots.
- 3.2 No dividing fence shall be erected on the lot burdened unless it is erected without expense to Honeycomb Solutions Pty Ltd (ACN 156 003 646) its successors and assigns other than purchasers on sale.

4. GARBAGE

- 4.1 No garbage is to be deposited on the association property except in the proper receptacle provided for that purpose which shall be available for collection in accordance with Council's by-laws and ordinances relating to the disposal of garbage.
- 4.2 No unsightly or offensive garbage is to be stored on a lot within a scheme.
- 4.3 Collection points for domestic waste from the association property are not to restrict access to the bus stop located on Casuarina Way.

5. SERVICES

- 5.1 The following services will be available to all lots within the scheme:
 - 5.1.1 **Statutory Services:** The statutory services provided by the Tweed Shire Council:
 - 5.1.1.1 **Water:** water is supplied by Tweed Shire Council from Salt Water Crescent to the water meter located on lot 1 Community Property identified on the Plan of Service Works.
 - 5.1.1.2 **Sewer:** sewer is supplied by the Tweed Shire Council to the sewer man hole located on lot 7 identified on the Plan of Service Works.
 - 5.1.2 **Private Services:** The private services provided by the Community Association are:
 - 5.1.2.1 **Water:** water is supplied as a private service commencing from the water meter located on lot 1 Community Property and then continuing as identified (W) in accordance with the Plan of Service Works to each of the lots.
 - 5.1.2.2 **Telecommunications:** telecommunications services are provided as a private service within Community Property to each of the lots identified (T) on the Plan of Service Works.
 - 5.1.2.3 **Electricity:** electricity is supplied as a private service within Community Property to each of the lots identified (E) on the Plan of Service Works.
 - 5.1.2.4 **Stormwater:** Stormwater is provided as a private service within Community Property to each of the lots identified (D) on the Plan of Service Works.
 - 5.1.2.5 **Sewer:** sewer is provided as a private service. The sewer private service commences from the sewer manhole located

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(Sheet 3 of 12 Sheets)

on lot 7 and then continuing in accordance with the Plan of Service Works as identified (S).

Plan of Service Works (Sheet 9 - 11 of 12 sheets) is provided.

- 5.2 The maintenance of the services will be attended to as follows:
- 5.2.1 **Statutory Services:** the maintenance of the statutory services designated under clause 5.1.1 will be the responsibility of the relevant service provider.
- 5.2.2 **Private Services:** the cost of maintenance and repair of the private services designated under clause 5.1.2 will be the responsibility of the community association.
- 5.3 To the extent that the cost of repair or maintenance from time to time of any such services is not borne or liable to be borne by the provider of such services such costs shall:
- 5.3.1 in the event the requirement for repair or maintenance arises out of any act or omission of any lot proprietor, lessee or occupier or his servants, agents or invitees, be borne by the proprietor of the lot concerned who shall indemnify and keep indemnified the other lot proprietors in the scheme and the community association in respect of such costs; and
- 5.3.2 in any other event be borne by the community association.

6. INSURANCE

- 6.1 The following insurances shall be effected by the community association and maintained at all times:
- 6.1.1 **Property Insurance:** insurance: in respect of any building or structure on association property against damage or destruction by fire, lightning, explosion or other prescribed risk.
- 6.1.2 **Workers Compensation Insurance:** In respect of any event against which it is required by law to insure, including any insurance required to be effected under the Workers Compensation Act 1987 and the Workplace Injury Management and Workers Compensation Act 1998.
- 6.1.3 **Public liability Insurance:** in respect of damage to property and in respect of death and bodily injury (including damage, death and bodily injury occurring on an open access way or a private access way) for which the association could become liable in damages
- 6.1.4 **Voluntary Workers Insurance:**
- 6.1.4.1 Against damages for which the association could become liable because of work done by a voluntary worker.
- 6.1.4.2 Against accidental injury to, or accidental death of, a voluntary worker.
- 6.1.5 **Other Insurance:** against the possibility of the members of the association becoming jointly liable under a claim arising out of any other event against which the association decides by special resolution to insure.

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(Sheet 4 of 12 Sheets)

- 6.2 Money paid by an insurer to an association in respect of the destruction of, or damage to, a building on association property must, without delay, be applied by the association in rebuilding, replacing, repairing or restoring the building.
- 6.3 The insurances effected pursuant to this clause shall be to an amount and in a form required by the Community Land Management Act 1989 and the Community Land Management Regulation 2007.
- 6.4 The premium for such insurances shall be an outgoing of the association payable from the administrative fund paid maintained by the association.

7. EXECUTIVE COMMITTEE

7.1 Chairperson, secretary/treasurer of association

The chairperson, secretary/treasurer of the executive committee shall be respectively the chairperson and secretary/treasurer of the association.

7.2 Executive Committee's Power to Employ Agents and Servants

The executive committee may employ for and on behalf of the association, such agents and servants as it thinks fit in connection with the exercise and performance of the powers, authorities, duties and functions of the association.

7.3 Notice of Executive Committee Meetings

No less than 72 hours notice in writing shall be given by the secretary to the members of the executive committee before the executive committee holds a meeting and a detailed agenda for the meeting shall be included in the notice.

7.4 Executive Committee Meetings May Be Required To Be Convened

The secretary of the association or, in his absence, any member of the executive committee, shall convene a meeting of the executive committee if he is requested to do so by not less than one third of the members of the executive committee within the period of time, if any, specified in the request and, where a member of the executive committee other than the secretary is requested to convene a meeting of the executive committee under the requirement, he may give, on behalf of the executive committee, the notice required to be given under clause 7.3.

7.5 Keeping of Records of Proceedings of the Executive Committee

Powers and Duties of the Secretary of the Association

- 7.5.1 The preparation and distribution of minutes of the meetings of the association and the submission of a motion for confirmation of the minutes of any meeting of the association or the executive.
- 7.5.2 The giving on behalf of the association and the executive committee, the notices required to be given under the Community Land Management Act 1989.
- 7.5.3 The maintenance of the association roll.

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(Sheet 5 of 12 Sheets)

- 7.5.4 The supply of the information on behalf of the association in accordance with Schedule 4 of the Community Land Management Act 1989.
- 7.5.5 The answering of communications addressed to the association.
- 7.5.6 Attendance to matters of an administrative or secretarial nature in accordance with the exercise or performance by the association or the executive committee of its respective functions.

Powers and Duties of the Treasurer of the Association

- 7.5.7 The giving of notification to the proprietors of any contributions levied pursuant to the Community Land Management Act 1989.
- 7.5.8 The receipt, acknowledgement and banking of and the accounting for any money paid to the association.
- 7.5.9 The preparation of any certificate applied for under Schedule 4 of the Community Land Management Act 1989.
- 7.5.10 The keeping of the accounting records and preparation of the financial statements referred to in Schedule 1 of the Community Land Management Act 1989.
- 7.5.11 The Treasurer, or some other person authorised by the executive committee may, upon receipt of the water usage invoice from the local authority addressed to the association, read the sub water meters relevant to each lot for the purpose of apportioning and invoicing the lots in accordance with usages.

PART 4

OPTIONAL MATTERS

8. Access Ways

A proprietor, lessee or occupier of a lot shall not park or stand or permit to be parked or stood any vehicle, caravan, trailer or boat upon any access way.

- 8.1 For a period longer than 3 hours except with the approval in writing of the community association; or
- 8.2 In any manner that interferes with the use of the access way.

9. Statutory Easements

The Statutory easements are to be created pursuant to Section 36 of the Community Land Development Act 1989 are as follows:

- 8.1 **Sewer Line:** A statutory easement over the site of the sewer line identified (S) on the Plan of Service Works. See sheet 9 of 12 sheets.
- 8.2 **Stormwater:** A statutory easement over the site of the stormwater line identified (D) on the Plan of Service of Works. See sheet 9 of 12 sheets.
- 8.3 **Water Line:** A statutory easement over the site of the water line from identified (W) on the Plan of Service of Works. See sheet 10 of 12 sheets.

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(Sheet 6 of 12 Sheets)

- 8.4 **Electricity:** A statutory easement over the site of the electricity line identified (E) on the Plan of Service of Works. See sheet 10 of 12 sheets
- 8.5 **Communications:** A statutory easement over the site of the communications line identified (T) on the Plan of Service of Works. See sheet 11 of 12 sheets.
10. **Maintenance and Condition of Lot**
- 10.1 All proprietors must keep their lots in a state of good condition and repair.
- 10.2 Without limiting clause 10.1 a proprietor must:
- (a) maintain the lawns, gardens and vegetation on the lot in a neat, tidy and well-presented manner.
 - (b) maintain all driveways, paths or similar amenities located on or within its lot.
 - (c) not overload any service or infrastructure of the association.
 - (d) lock all doors and fasten all windows in the proprietors lot when the lot is not occupied.
 - (e) not waste water and ensure that all water taps in the proprietors lot are turned off after use.
 - (f) keep the proprietors lot free from rubbish and excessive vegetation.
11. **Signs**
- A proprietor must not without the prior written consent of the association fix or place any sign, placard, banner, notice or advertisement on or in any part of the lot unless it will be inside a lot and not visible from outside a lot.
12. **Visitors Car Park**
- 12.1 A proprietor shall not park or stand any motor vehicle or other vehicle upon areas set aside for visitor car parking.
- 12.2 A proprietor shall ensure that its invitees use the visitor car parking area only for its intended purpose of casual parking and not for more than 3 hours at a time.

PART 5

BY LAWS REQUIRED BY A PUBLIC AUTHORITY

11. **Proposed Dwellings**
- 11.1 Any dwelling constructed on a lot must be constructed in accordance with DA08/0911.
- 11.2 The finished colours and materials for each dwelling house must be approved by the Council's general manager or his delegate prior to the issue of a construction certificate.
- 11.3 Landscaping plans shall incorporate side and/or rear boundary plantings to a suitable height on all lots (with the exception of lots 3 and 7) to screen

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(Sheet 7 of 12 Sheets)

external living areas located within 4 metres of any adjoining boundary with another residential lot. Drying areas shall also be nominated on landscaping plans. Fencing to Casuarina Way (Lots 7 to 15) shall be nominated as 1.5 metres in height.

11.4 All externally mounted air conditioning units and other mechanical plant or equipment are to be located so that any noise impact due to their operation which may be or is likely to be experienced by any neighbouring premises is minimised. Notwithstanding this requirement all air conditioning units and other mechanical plant or equipment is to be acoustically treated or shielded where considered necessary to the satisfaction of the General Manager of the Tweed Shire Council or his delegate such that the operation of any air conditioning unit, mechanical plant and or equipment does not result in the emission of offensive or intrusive noise.

12. Community Association Facilities

All community association facilities shall be maintained clean and tidy at all times.

13. Use of Access Ways

Any access way may be utilised by emergency services, bona fide members of the public and public authorities. A proprietor, lessee or occupier of a lot shall not restrict this class of persons from using an access way.

DP270886

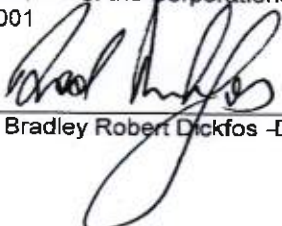
(Sheet 8 of 12 Sheets)

Signatures Consents and Approvals

Executed by the Original Proprietor

Dated 24th day of DECEMBER 2014

Executed by Honeycomb Solutions)
Pty Ltd (ACN 156 003 646) pursuant)
to S.127 of the Corporations Act)
2001)


Bradley Robert Dickfos -Director /Secretary


Stephen Reynoldson - Director

Certificate of Approval

It is certified:

- (a) that the consent authority has approved of the development described in Development Application No. DA08/0911; and
- (b) that the terms and conditions of this management statement are not inconsistent with the development as approved.

24/12/2014
Date

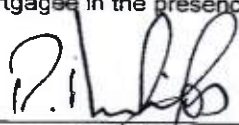
Signature on behalf of consent authority


Authorised person General Manager

Consent of Mortgagee

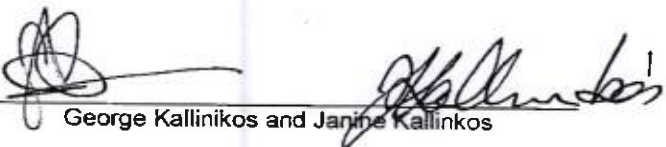
George Kallinikos and Janine Kallinikos as mortgagee under mortgage no. A1741119 consent to this instrument:

Executed by George Kallinikos as mortgagee in the presence of:


Signature of Witness

BRADLEY R. DICKFOS
Name of Witness

22 GARDEN ST SYDNEY
Address of Witness


George Kallinikos and Janine Kallinikos

TERMS OF INSTRUMENT NOT CHECKED IN
LAND AND PROPERTY INFORMATION

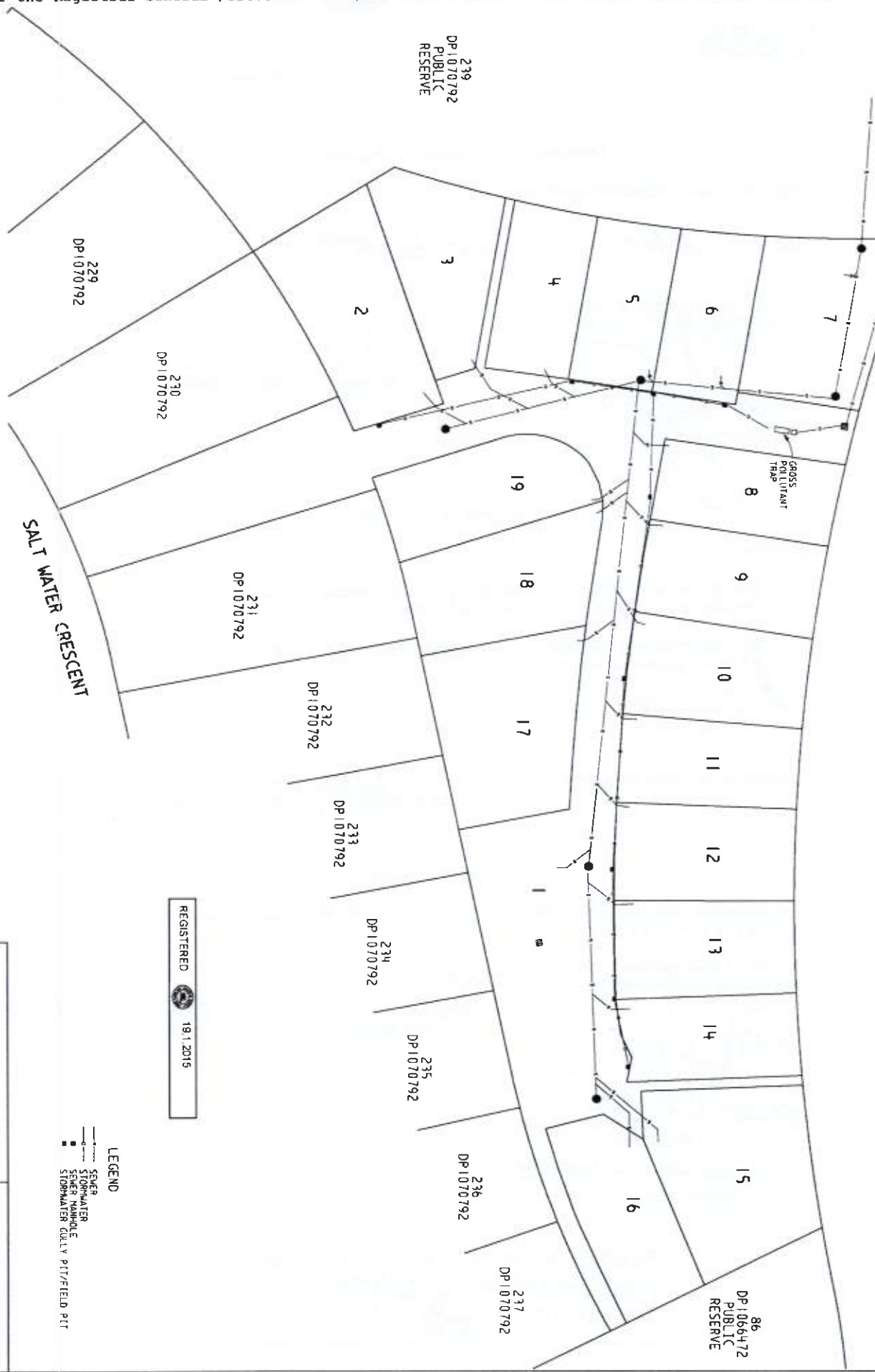
REGISTERED  19.1.2015

CASUARINA

PLAN OF SERVICE WORKS AS EXECUTED

SHEET 1 OF 3

WAY



239
DP1070792
PUBLIC
RESERVE

229
DP1070792

230
DP1070792

SALT WATER CRESCENT

231
DP1070792

232
DP1070792

233
DP1070792

234
DP1070792

235
DP1070792

236
DP1070792

237
DP1070792

86
DP1066472
PUBLIC
RESERVE

REGISTERED 19.1.2015

LEGEND
 ——— SEWER
 - - - - STORMWATER
 ■ ■ ■ SEWER MANHOLE
 ■ ■ ■ STORMWATER GULLY PIT/FIELD PIT

PLAN OF SUBDIVISION OF
 LOT 238 IN DP1070792

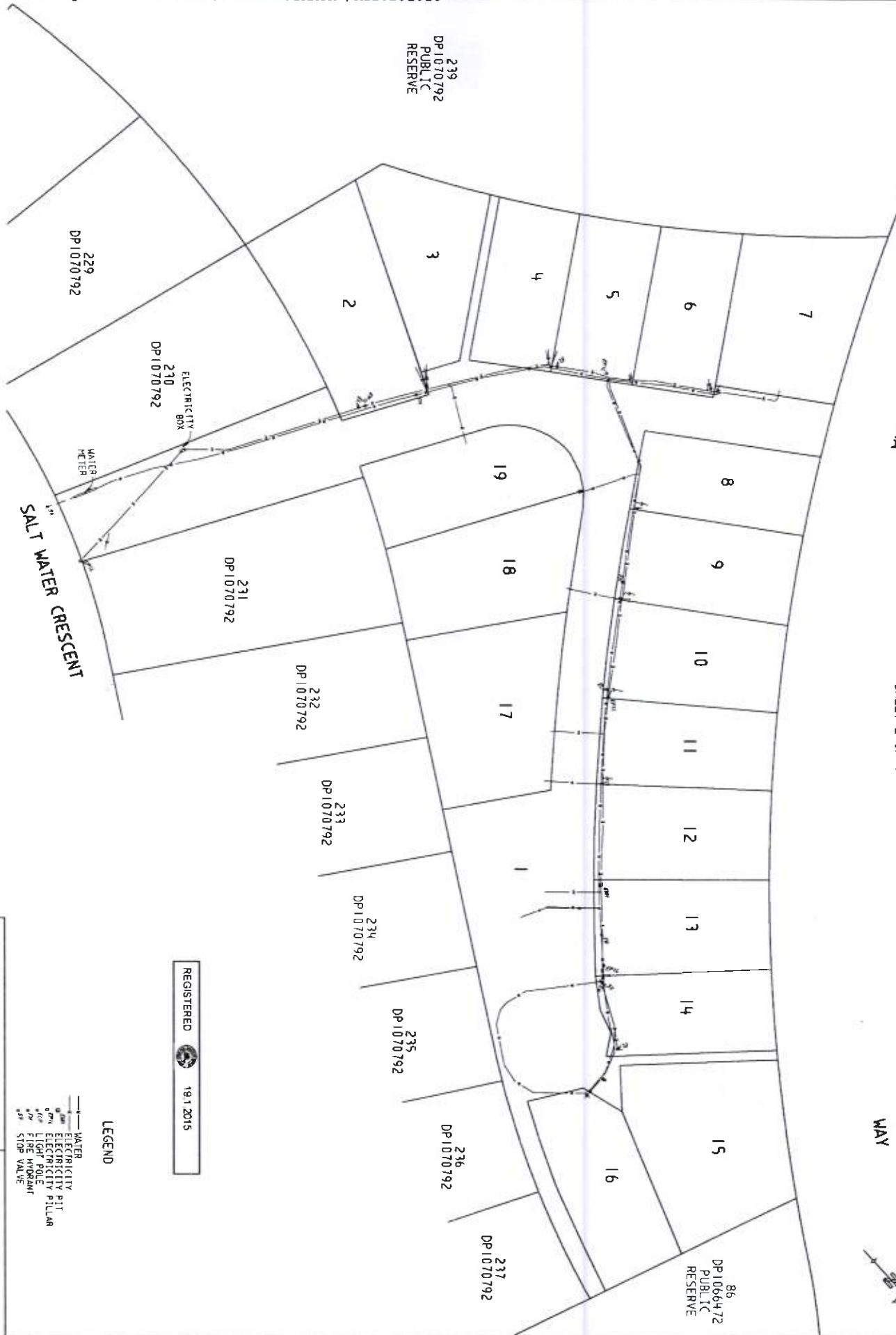
DP270886

CASAPINA

PLAN OF SERVICE WORKS AS EXECUTED

SHEET 2 OF 3

WAY



239
DP1070792
PUBLIC
RESERVE

229
DP1070792

230
DP1070792
ELECTRICITY
GOX

WATER
METER
1" SALT WATER CRESCENT

231
DP1070792

232
DP1070792

233
DP1070792

234
DP1070792

235
DP1070792

236
DP1070792

237
DP1070792

8b
DP1066472
PUBLIC
RESERVE

REGISTERED 19/1 2015

- LEGEND
- WATER
 - ELECTRICITY
 - ELECTRICITY PIT
 - ELECTRICITY PILLAR
 - LIGHT POLE
 - FIRE HYDRANT
 - STOP VALVE

PLAN OF SUBDIVISION OF
LOT 238 IN DP1070792

DP270886

CASUARINA

PLAN OF SERVICE WORKS AS EXECUTED
SHEET 3 OF 3

WAY



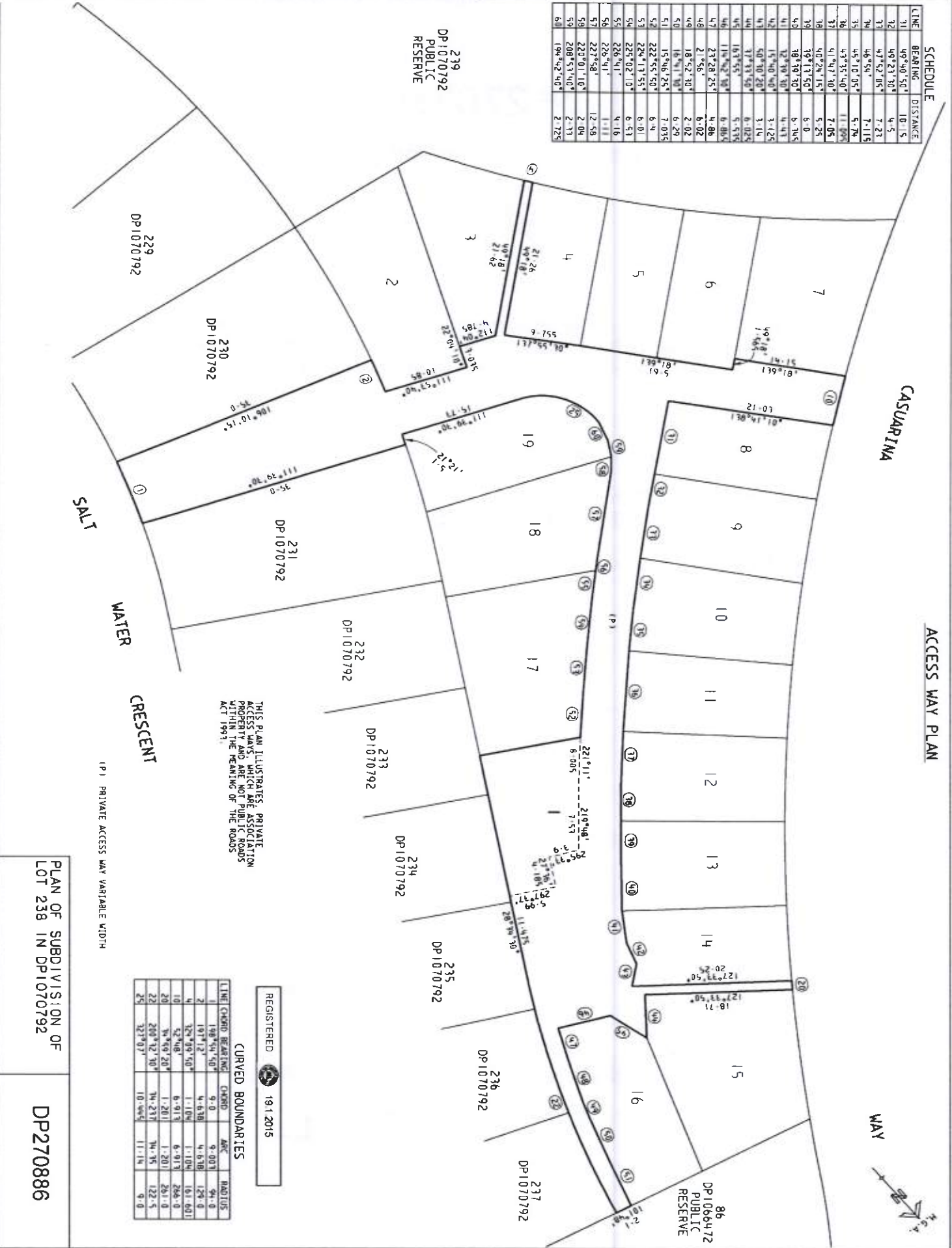
REGISTERED 19.1.2015

LEGEND
COMMUNICATIONS PTT
TELESTRA PTT

PLAN OF SUBDIVISION OF
LOT 238 IN DP1070792
DP270886

SCHEDULE

LINE	BEARING	DISTANCE
11	49°40'50"	10.15
12	49°21'30"	4.5
13	47°52'05"	7.23
14	46°55"	7.115
15	45°10'05"	5.794
16	43°35'40"	11.628
17	41°47'30"	7.05
18	40°24'15"	5.25
19	39°11'50"	6.0
20	38°19'30"	6.365
21	37°19'30"	4.41
22	35°40'40"	3.125
23	34°10'20"	3.19
24	32°31'20"	6.025
25	31°11'20"	5.535
26	29°42'00"	6.885
27	27°28'25"	4.86
28	25°56'	6.02
29	24°52'30"	2.02
30	23°41'30"	6.29
31	22°55'50"	7.035
32	22°11'55"	6.4
33	21°02'10"	6.51
34	20°02'10"	2.31
35	208°53'40"	2.31
36	194°42'40"	2.725



THIS PLAN ILLUSTRATES PRIVATE ACCESS WAYS WHICH ARE ASSOCIATION PROPERTY AND ARE NOT PUBLIC ROADS WITHIN THE MEANING OF THE ROADS ACT 1993.

(P) PRIVATE ACCESS WAY VARIABLE WIDTH

REGISTERED 19.1.2015

CURVED BOUNDARIES

LINE	CHORD BEARING	CHORD	ARC	INDIUS
1	198°44'40"	9.0	9.003	91.0
2	191°12'	4.618	4.618	124.0
4	32°49'40"	1.104	1.104	161.601
10	52°48'	6.913	6.913	286.0
20	34°49'20"	1.201	1.201	281.0
22	208°32'30"	34.231	34.35	122.5
25	327°07'	10.444	11.14	9.0

PLAN OF SUBDIVISION OF LOT 238 IN DP1070792 DP270886

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

(Sheet 1 of 2 Sheets)

Plan: **DP270886** Plan of Subdivision of Lot 238 in DP1070792.
Covered by subdivision Certificate No. **SC14/0039**
of 24-12-14

Full name and address of owner of the land: Honeycomb Solutions Pty Ltd (ACN 156 003 646)
PO Box 1511
Kingscliff NSW 2487

Full name and address of mortgagee of land: George Kallinikos and Janine Kallininkos
8 Clearwater Bay Avenue, Clear Island Waters Qld 4226

Part 1 (Creation)

Number of item shown in the intention panel on the plan.	Identity of easement, profit a prende, restriction of positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s).	Benefited lot(s), road(s), bodies or Prescribed Authorities.
1	Restriction on use of land	Each lot	Tweed Shire Council
2	Positive Covenant	Each lot	Tweed Shire Council
3	Restriction on use of land	Each lot	Every other lot
4	Easement to drain sewage 3 wide	Lot 7	Tweed Shire Council

Part 2 (Terms)

1. Terms of restriction on use numbered 1 in the plan

No dwelling may be constructed on any lot unless it is constructed on the lot in accordance with development consent DA08/0911.

2. Terms of positive covenant numbered 2 in the plan

All roof water from houses, buildings or structures shall be discharged to an approved infiltration pit located on the burdened lot. The infiltration pit shall be approved by the Principal Certifying Authority.

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

No dividing fence shall be erected on the lot burdened unless it is erected without expense to Honeycomb Solutions Pty Ltd (ACN 156 003 646) its successors and assigns other than purchasers on sale.

Name of person empowered to release, vary or modify restriction on use numbered 1, positive covenant numbered 2 and easement numbered 4 in the plan

Tweed Shire Council



DP270886

(Sheet 2 of 2 Sheets)

Plan: Plan of Subdivision of Lot 238 in DP1070792.
Covered by subdivision Certificate No. SC14/0039
OF 24-12-14

Name of person empowered to release, vary or modify restriction on use numbered 3 in the plan

Honeycomb Solutions Pty Ltd (ACN 156 003 646) whilst ever it owns any lot or any part of any lot in the plan and thereafter the owners of the lots benefited.

Executed by Tweed Shire Council)
)
)
)



Authorised Person / General Manager

Executed by Honeycomb Solutions Pty Ltd (ACN 156 003 646) pursuant to S.127 of the Corporations Act 2001)
)
)
)



Secretary / Director



Print Name

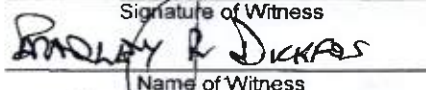


Director
STEPHEN REYNOLDS

Print name

Executed by George Kallinikos as mortgagee in the presence of:)
)



Signature of Witness



Name of Witness
22 GARDEN ST SOUTHPORT

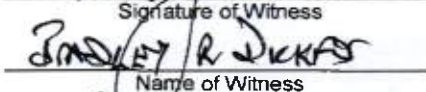
Address of Witness



George Kallinikos

Executed by Janine Kallinikos as mortgagee in the presence of:)
)



Signature of Witness


Name of Witness
22 GARDEN ST SOUTHPORT

Address of Witness



Janine Kallinikos

Planning Certificate under Section

10.7 (formerly Section 149)

Environmental Planning and Assessment Act, 1979

Land No. 82088

Applicant: InfoTrack
GPO Box 4029
SYDNEY NSW 2000

Certificate No: ePlanCer23/2077
Date of Issue: 10/07/2023
Fee Paid: \$67.00
Receipt No:

Your Reference:

eCustomer Reference: 8706 Lewis EAP

Property Description: Lot 10 NPP 270886; No. 10/25 Salt Water Crescent 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 land use table:

Zone R1 General Residential

1 Objectives of zone

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

2 Permitted without consent

Environmental facilities; Environmental protection works; Home occupations

3 Permitted with consent

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

4 Prohibited

Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Boat building and repair facilities; Camping grounds; Caravan parks; Cemeteries, Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Entertainment facilities; Extractive industries; Farm buildings; Forestry; Freight

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

[End of Zone R1 Table]

Item 2(d)

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

Not applicable.

Item 2(e) - Biodiversity Value:

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

Item 2(f) - Conservation Area:

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

Item 2(g) - Item of Environmental Heritage:

The subject land does not contain nor constitute an item of environmental heritage as listed in the applicable Tweed Local Environmental Plan.

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

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

ITEM 3

Contributions Plans:

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

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

Section 94 Plan No 4 - Tweed Road Contribution Plan

Section 94 Plan No 11 - Tweed Shire Library Facilities

Section 94 Plan No 12 - Bus Shelters

Section 94 Plan No 13 - Eviron Cemetery

Section 94 Plan No 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 25 - SALT Open Space and Associated Car Parking

Section 94 Plan No 26 - Shirewide/Regional Open Space

Section 94 Plan No 32 - Developer Contributions for Heavy Haulage

ITEM 4

Complying Development

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

Part 3 Housing Code

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

Part 3A Rural Housing Code

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

Part 3B Low Rise Housing Diversity Code

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

Part 3C Greenfield Housing Code

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

Part 4 Housing Alterations Code

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

Part 4A General Development Code

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

Part 5 Industrial and Business Alterations Code

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

Part 5A Industrial and Business Buildings Code

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

Part 5B Container Recycling Facilities Code

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

Part 6 Subdivisions Code

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

Part 7 Demolition Code

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

Part 8 Fire Safety Code

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

Qualifying Statement on Council Data Affecting this Item

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

ITEM 5

Exempt Development

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

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

Qualifying Statement on Council Data Affecting this Item

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

ITEM 6

Affected building notices and building product rectification orders

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

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

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

Item (1)(a-c)

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

ITEM 7

Land reserved for acquisition:

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

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

ITEM 8

Road Widening and Road Realignment:

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

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

Item 8(a-c)

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

ITEM 9

Flood related development controls

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

Item 9(1-3)

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

Floodplain Risk Management Study

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

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

ITEM 10

Council and other public authority policies on hazard risk restrictions

- (1) Whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.
- (2) In this section—
adopted policy means a policy adopted—
 - (a) by the council, or

(b) *by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.*

Land Slip:

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

Bushfire:

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

Tidal Inundation:

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

Subsidence:

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

Acid Sulfate Soils:

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

Contamination:

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

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

Coastal Hazards:

This property is not affected.

Aircraft Noise:

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

Any Other Risk:

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

- **Cattle Tick Dip Sites:**

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

ITEM 11

Bush Fire Prone Land

- (1) *If any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bush fire prone land.*
- (2) *If none of the land is bush fire prone land, a statement to that effect.*

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

ITEM 12

Loose-fill asbestos insulation

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

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

ITEM 13

Mine Subsidence:

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

No

ITEM 14

Paper subdivision information

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

There is no paper subdivision information relating to this land.

ITEM 15

Property Vegetation Plans

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

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

ITEM 16

Biodiversity Stewardship Sites:

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

Note—

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

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

ITEM 17

Biodiversity certified land:

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

Note—

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

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

ITEM 18

Orders under Trees (Disputes between Neighbours) Act 2006

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

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

ITEM 19

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

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

(2) In this section—

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

Note—

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

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

ITEM 20

Western Sydney Aerotropolis

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

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

Not applicable to Tweed Shire.

ITEM 21

Development consent conditions for seniors housing

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

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

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

ITEM 22

Site compatibility certificates and development consent conditions for affordable rental housing

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

Item (1)(a-b)

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

Item (2)

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

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

Item (3)

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

Prescribed matters in accordance with the Contaminated Land Management Act 1997

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

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

(a) Significantly Contaminated Land

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

(b) Management Order

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

(c) Approved Voluntary Management Proposal

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

(d) Ongoing Maintenance Order

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

(e) Site Audit Statement

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

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

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

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

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

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

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

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



TROY GREEN
GENERAL MANAGER

Per

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

