

Contract for the sale and purchase of land 2022 edition

| | | |
|--|--|---|
| TERM | MEANING OF TERM | NSW DAN: |
| vendor's agent | LS Properties PO Box 1487, Kingscliff NSW 2487 Email: info@lsproperties.com.au | Phone: 0408 337 122 |
| co-agent | | |
| vendor | | |
| vendor's solicitor | NP Conveyancing Shops 4 & 5/5 Coronation Avenue, Pottsville NSW 2489 PO Box 108, Pottsville NSW 2489 Email: casey@npconveyancing.com.au | Phone: (02) 6676 0407 Fax: (02) 6676 1456 Ref: CA:AC:23315 |
| date for completion | 60 days after the contract date (clause 15) | |
| land (address, plan details and title reference) | 2/94 Overall Drive, Pottsville NSW 2489 Lot 2 in Strata Plan 78263 Folio Identifier 2/SP78263 | |
| improvements | <input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input 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 type="checkbox"/> solar panels |
| | <input checked="" type="checkbox"/> built-in wardrobes | <input checked="" type="checkbox"/> dishwasher | <input checked="" type="checkbox"/> light fittings | <input checked="" type="checkbox"/> stove |
| | <input checked="" type="checkbox"/> ceiling fans | <input type="checkbox"/> EV charger | <input type="checkbox"/> pool equipment | <input checked="" type="checkbox"/> TV antenna |
| | <input checked="" type="checkbox"/> other: garage remote | | | |
| exclusions | | | | |
| purchaser | | | | |
| purchaser's solicitor | | | | |
| price | \$ | | | |
| deposit | \$ _____ | (10% of the price, unless otherwise stated) | | |
| balance | \$ | | | |
| contract date | (if not stated, the date this contract was made) | | | |

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

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

buyer's agent

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

SIGNING PAGE

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

Choices

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

NO yes

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

PEXA
 NO yes

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

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

Land tax is adjustable

NO yes

GST: Taxable supply

NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply

NO yes

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

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

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

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

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

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

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

NO yes (if yes, vendor must provide details)

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

List of Documents

| General | Strata or community title (clause 23 of the contract) |
|--|---|
| <input checked="" type="checkbox"/> 1 property certificate for the land | <input checked="" type="checkbox"/> 33 property certificate for strata common property |
| <input checked="" type="checkbox"/> 2 plan of the land | <input checked="" type="checkbox"/> 34 plan creating strata common property |
| <input type="checkbox"/> 3 unregistered plan of the land | <input checked="" 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 type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) | <input type="checkbox"/> 40 leasehold strata - lease of lot and common property |
| <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) | <input type="checkbox"/> 41 property certificate for neighbourhood property |
| <input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract | <input type="checkbox"/> 42 plan creating neighbourhood property |
| <input type="checkbox"/> 11 <i>planning agreement</i> | <input type="checkbox"/> 43 neighbourhood development contract |
| <input type="checkbox"/> 12 section 88G certificate (positive covenant) | <input type="checkbox"/> 44 neighbourhood management statement |
| <input type="checkbox"/> 13 survey report | <input type="checkbox"/> 45 property certificate for precinct property |
| <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> | <input type="checkbox"/> 46 plan creating precinct property |
| <input type="checkbox"/> 15 occupation certificate | <input type="checkbox"/> 47 precinct development contract |
| <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) | <input type="checkbox"/> 48 precinct management statement |
| <input type="checkbox"/> 17 other document relevant to tenancies | <input type="checkbox"/> 49 property certificate for community property |
| <input type="checkbox"/> 18 licence benefiting the land | <input type="checkbox"/> 50 plan creating community property |
| <input type="checkbox"/> 19 old system document | <input type="checkbox"/> 51 community development contract |
| <input type="checkbox"/> 20 Crown purchase statement of account | <input type="checkbox"/> 52 community management statement |
| <input type="checkbox"/> 21 building management statement | <input type="checkbox"/> 53 document disclosing a change of by-laws |
| <input checked="" type="checkbox"/> 22 form of requisitions | <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement |
| <input 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 2021 |
| <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 SCHEME RECORDS – Name, address, email address and telephone number

SELF MANAGED

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 |
|---|--|

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

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

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

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

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

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

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

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

24 Tenancies

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

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

Overall Drive, Pottsville NSW 2489

SPECIAL CONDITIONS
CONTRACT FOR SALE AND PURCHASE OF LAND

BETWEEN:

(Vendor/s)

AND:

Purchaser/s)

Property: 2/94 Overall Drive, Pottsville NSW 2489

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

1. Amendments to the printed clauses of Contract

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

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

2. Claims by Purchaser

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

3. Contract

It is hereby agreed and declared that:

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

4. Notice to Complete

In the event of either party failing to complete this contract on the completion date shown on the front page of this Contract then the other shall be entitled at any time thereafter to serve a notice to complete, requiring the other to complete within 14 days from the date of service of the notice, and this time period is considered reasonable by both parties. For the purpose of this contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract. If such notice is issued by the vendor the purchaser is required to pay the sum of \$275.00 (inclusive of GST), to the vendor on settlement being fees associated with issuing the notice.

5. Death or incapacity

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

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

6. Purchaser acknowledgements

The purchaser acknowledges that they are purchasing the property:

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

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

7. Late completion

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

8. Agent

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

9. Inclusions

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

10. Body Corporate/Strata Levies

The parties acknowledge that there is no formal Body Corporate in respect of this property with no set strata levies and that the building insurance, water usage and any other necessary payments (if applicable) are shared equally between the owners of each adjoining unit and the Vendor will not be required to provide a S184 Certificate (formerly a S109 Certificate) in accordance with Clause 23.13 nor provide any formal Body Corporate records, documents or common property Certificate of Title on completion. The purchaser shall not be entitled to make any objection requisition or claim for compensation in respect of this disclosure.

11. Electronic Communication

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

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

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

12. Requisitions

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

REQUISITIONS ON TITLE

Purchaser:

Vendor:

Property: 2/94 Overall Drive, Pottsville NSW 2489

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

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

All properties

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

If strata/community title

1. Has the initial period expired?
2. Are there any proposed resolutions or proposed charges or levies not discoverable by inspection of the books of the owners corporation, the community, and precinct or neighbourhood associations?



FOLIO: 2/SP78263

| SEARCH DATE | TIME | EDITION NO | DATE |
|-------------|---------|------------|-----------|
| ----- | ---- | ----- | ---- |
| 14/9/2023 | 2:52 PM | 2 | 18/5/2007 |

LAND

LOT 2 IN STRATA PLAN 78263
AT POTTSVILLE
LOCAL GOVERNMENT AREA TWEED

FIRST SCHEDULE

(T AD126925)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP78263
- 2 SP78263 RIGHT OF FOOTWAY VARIABLE WIDTH APPURTENANT TO THE
LAND ABOVE DESCRIBED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Pending

PRINTED ON 14/9/2023



FOLIO: CP/SP78263

| SEARCH DATE | TIME | EDITION NO | DATE |
|-------------|----------|------------|-----------|
| 22/9/2023 | 11:16 AM | 2 | 20/6/2023 |

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 78263
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT POTTSVILLE
LOCAL GOVERNMENT AREA TWEED
PARISH OF MOOBALL COUNTY OF ROUS
TITLE DIAGRAM SP78263

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 78263
ADDRESS FOR SERVICE OF DOCUMENTS:
94 OVERALL DRIVE
POTTSVILLE
NSW 2489

SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 DP847438 EASEMENT FOR WATER SUPPLY 5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 3 DP847438 RESTRICTION(S) ON THE USE OF LAND
- 4 AT187988 INITIAL PERIOD EXPIRED
- 5 AT187988 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 11)

| STRATA PLAN 78263 | | | |
|-------------------|-----|-----|-----|
| LOT | ENT | LOT | ENT |
| 1 | - 6 | 2 | - 5 |

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

STRATA PLAN FORM 1

WARNING : CREASING OR FOLDING WILL LEAD TO REJECTION

SP78263

e-Plan OFFICE USE ONLY

Strata Certificate

Name of Council/ Accredited Certifier: TWEED SHIRE COUNCIL... being satisfied that the proposed Strata Schemes (Freehold Development) Act 1973 or Strata Schemes (Leasehold Development) Act 1986 have been complied with, approves the proposed:
 * strata plan/ * strata plan of subdivision
 illustrated in the annexure to this certificate.

The accredited certifier is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.

The council/ accredited certifier is satisfied that the plan is consistent with any applicable conditions of any development consent, and that the plan gives effect to the stage of the strata development contract to which it relates.

The Council does not object to the encroachment of the building beyond the alignment

~~The Accredited Certifier is satisfied that the building complies with a relevant development consent in force that allows the encroachment.~~

This approval is given on the condition that the use of lot (s)..... (being utility lots designed to be used primarily for the storage or accommodation of boats, motor vehicles or goods and not for human occupation as a residence, office, shop or the like) is restricted to the proprietor or occupier of a lot or proposed lot (not being such a utility lot) the subject of the strata scheme concerned, as referred to in section 59 of the Strata Schemes (Leasehold Development) Act 1973 or section 68 of the Strata Schemes (Freehold Development) Act 1986.

Date: 09/20/2006

Subdivision No.: SSC06/0044

Accreditation No.:

Relevant Development Consent No.: DA0500325

Issued by: Tweed Shire Council
 SEE SIGNATURES FORM

* Complete or delete if applicable.
 Addressed Person /General Manager/Accredited Certifier

Surveyors Certificate

Strata Schemes (Freehold Development) Act 1973
 Strata Schemes (Leasehold Development) Act 1986

I, BRIAN DARRYL RAAEN

or B & P SURVEYS
 PO BOX 46, MURWILLUMBAH N.S.W. 2484

a surveyor registered under the Surveying Act, 2002, hereby certify that:

1. each applicable requirement of Schedule 1A to the Strata Schemes (Freehold Development) Act 1973
~~is satisfied.~~
~~Schedule 1A to the Strata Schemes (Leasehold Development) Act 1986~~
 has been met;

2. ~~(a) the building encroaches on land (other than a public place) in respect of which encroachment is appropriate assessment.~~
~~(b) the building encroaches on land (other than a public place) in respect of which encroachment is appropriate assessment.~~
 is satisfied under section 88B of the Conveyancing Act 1919

3. The survey information recorded in the accompanying location plan is accurate.

SEE SIGNATURES FORM

Signature:

Date: 13.6.2006

* Delete if inapplicable
 + State whether dealing or plan, and quote registered number.

THIS IS SHEET 1 OF MY PLAN IN 4 SHEETS

PLAN OF SUBDIVISION OF LOT 1 IN DP 847438

L.G.A.: TWEED Suburb/Locality: POTTSVILLE

Parish: MOOBALL County: ROUS

Name of, and address for service of notices on, the owners corporation
 (Address required on original strata plan only)

THE OWNERS
 STRATA PLAN NO 78263
 No 94, OVERALL DRIVE
 POTTSVILLE NSW 2489

FOR LOCATION PLAN SEE SHEET 2

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919 AND S.7(3) STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973 IT IS INTENDED TO CREATE: -

1. RIGHT OF FOOT WAY VARIABLE WIDTHH

Registered:  20.12.2006

Purpose: STRATA PLAN

Ref Map: X5452-4#

Last Plan: DP847438

SP78263

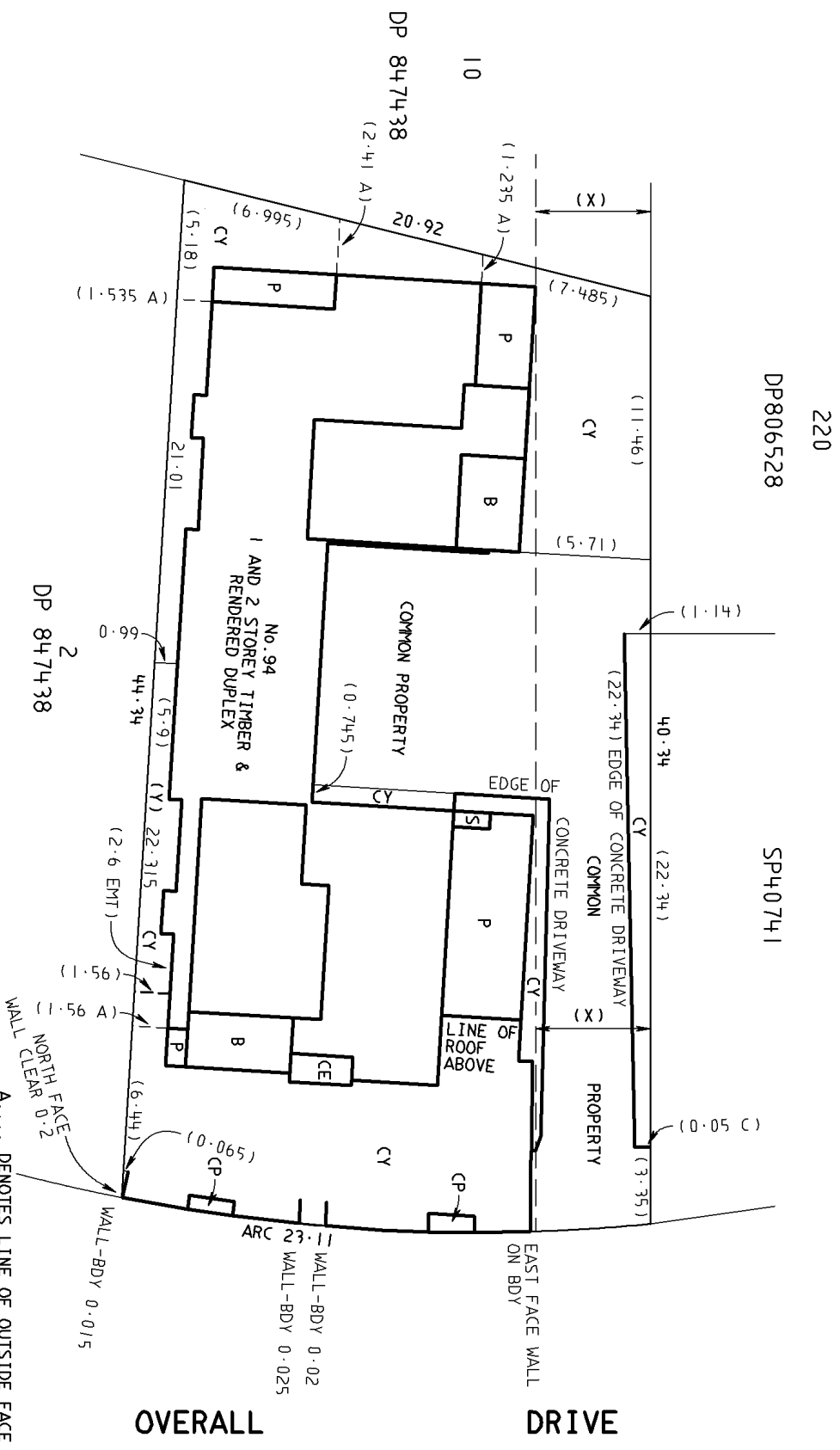
SCHEDULE OF UNIT ENTITLEMENT

| LOT | U.E. |
|------------------|-----------|
| 1 | 6 |
| 2 | 5 |
| AGGREGATE | 11 |

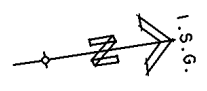
FOR SIGNATURES, SEALS AND CERTIFICATES SEE SIGNATURES FORM

LOCATION PLAN

SP78263



OVERALL DRIVE



- A..... DENOTES LINE OF OUTSIDE FACE OF WALL PRODUCED
- B..... DENOTES COVERED BALCONY
- C..... DENOTES LINE OF EDGE OF CONCRETE DRIVEWAY PRODUCED
- CE..... DENOTES COVERED ENTRY
- CP..... DENOTES COMMON PROPERTY
- CY..... DENOTES COURTYARD
- P..... DENOTES COVERED PATIO
- S..... DENOTES COVERED STORAGE AREA
- (X) EASEMENT FOR WATER SUPPLY 5 WIDE (DP847438)
- (Y) RIGHT OF FOOT WAY VARIABLE WIDTH

Reduction Ratio 1 : 200

Lengths are in metres

SEE SIGNATURES FORM

SEE SIGNATURES FORM

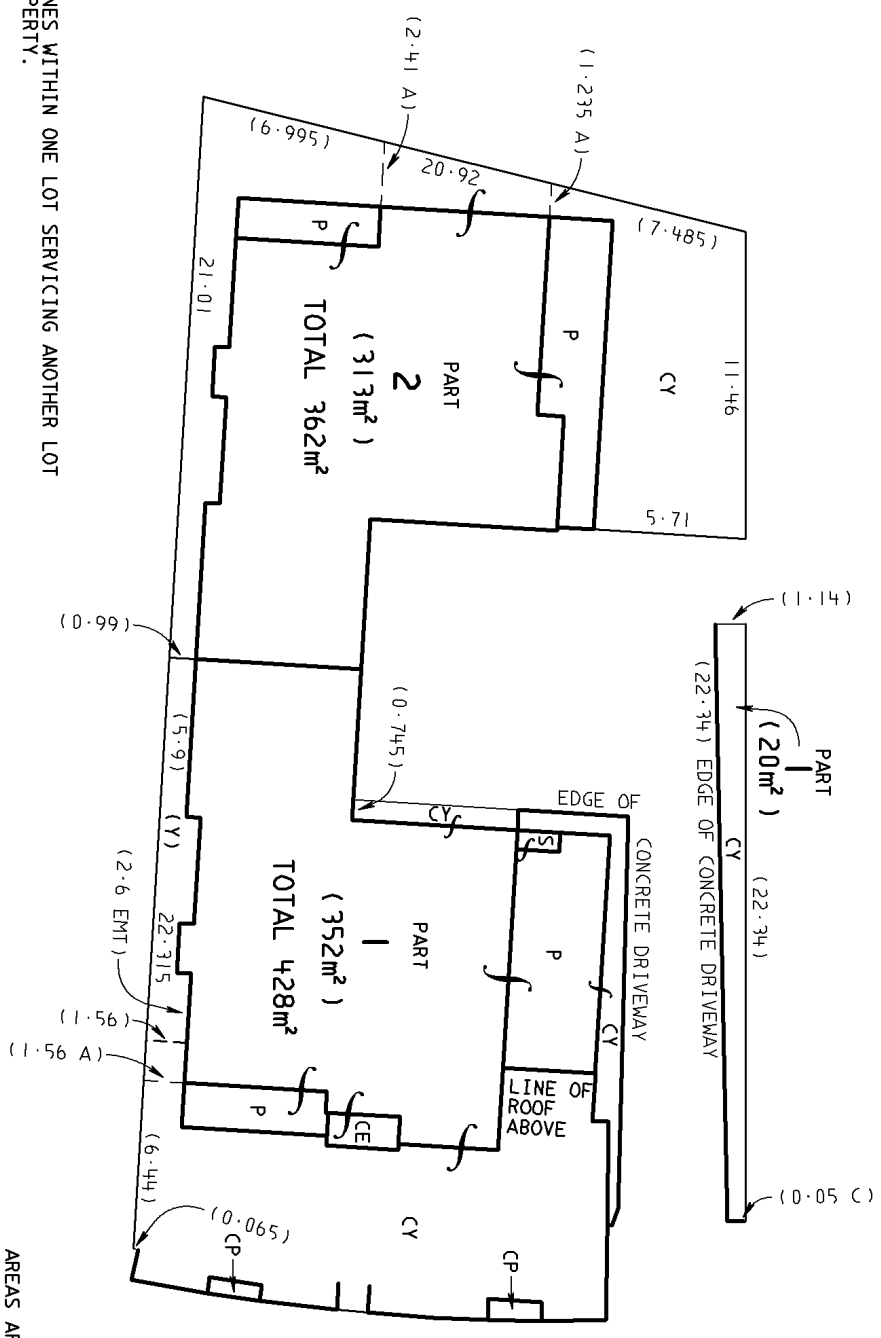
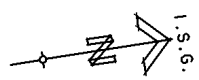
Registered Surveyor

Authorised Person / General Manager / Accredited Certifier

SURVEYORS REFERENCE T14972 / 149330-A

GROUND FLOOR PLAN

SP78263



ALL SERVICE LINES WITHIN ONE LOT SERVICING ANOTHER LOT ARE COMMON PROPERTY.
 THE STRATUM OF THE COURTYARDS EXTEND FROM 10 METRES BELOW TO 15 METRES ABOVE THE UPPER SURFACE OF THE GROUND FLOOR LEVEL OF THE LIVING AREAS FOR EACH RESPECTIVE LOT, EXCEPT WHERE COVERED.
 THE INGROUND SWIMMING POOL & ASSOCIATED STRUCTURES, POOL PUMP, POOL FENCING ETC. WITHIN THE COURTYARD OF LOT 1 FORM PART OF THE LOT AND ARE NOT COMMON PROPERTY.
 THE TIMBER SCREENS AND AIR CONDITIONING UNITS FORM PART OF THE LOT.

AREAS ARE APPROXIMATE ONLY
 A..... DENOTES LINE OF OUTSIDE FACE OF WALL PRODUCED
 C..... DENOTES LINE OF EDGE OF CONCRETE DRIVEWAY PRODUCED
 CE..... DENOTES COVERED ENTRY
 CP..... DENOTES COMMON PROPERTY
 CY..... DENOTES COURTYARD
 P..... DENOTES COVERED PATIO
 S..... DENOTES COVERED STORAGE AREA
 (Y) RIGHT OF FOOT WAY VARIABLE WIDTH

Reduction Ratio 1 : 200

Lengths are in metres

SEE SIGNATURES FORM

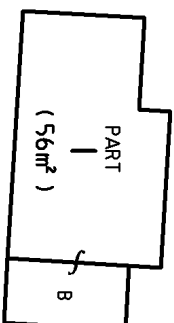
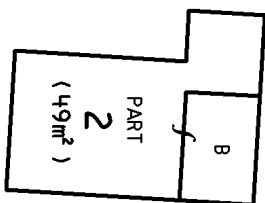
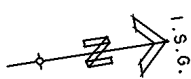
SEE SIGNATURES FORM

Registered Surveyor
 SURVEYORS REFERENCE T14972 / 149330-A

Authorised Person / General Manager / Accredited Certifier

FIRST FLOOR PLAN

SP78263



AREAS ARE APPROXIMATE ONLY

B..... DENOTES COVERED BALCONY

ALL BALCONY BALUSTRADES ARE COMMON PROPERTY.

Reduction Ratio 1 : 200

Lengths are in metres

SEE SIGNATURES FORM

SEE SIGNATURES FORM

Registered Surveyor

Authorised Person/ General Manager/ Accredited Certifier

SURVEYORS REFERENCE T14972 / 14933D-A

CERTIFICATES, SIGNATURES AND SEALS

Sheet 1 of 1 sheet(s)

* OFFICE USE ONLY

PLAN OF SUBDIVISION OF LOT 1 IN DP847438

SP78263

Registered:  20.12.2006

Strata Certificate

Surveyor's Certificate

* Name of Council* Accredited Certifier... Tweed Shire Council
 being satisfied that the requirements of the * Strata Schemes (Freehold Development) Act 1973 or * Strata Schemes (Leasehold Development) Act 1986 have been complied with, approves of the proposed:

I, ... BRIAN DARRYL RAAEN
 of ... B & P SURVEYS, PO BOX 46, MURWILLUMBAH NSW 2484
 a surveyor registered under the Surveying Act, 2002, hereby certify that:

* strata plan/~~strata plan of subdivision~~

illustrated in the annexure to this certificate.

* The accredited certifier is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.


(1) each applicable requirement of
 *Schedule 1A to the Strata Schemes (Freehold Development) Act 1973

~~*Schedule 1A to the Strata Schemes (Leasehold Development) Act 1986~~
 has been met;

(2) ~~(a) the building encroaches on a public place;~~
 * (b) the building encroaches on land (other than a public place), in respect of which encroachment an appropriate easement:

* has been created by registered +
~~is to be created under section 88B of the Conveyancing Act 1919~~

(3) * the survey information recorded in the accompanying location plan is accurate.

Signature: 

Date: ... 13-6-2006

* Delete if inapplicable
 + State whether dealing or plan, and quote registered number.

~~* The strata plan/strata plan of subdivision is part of a development scheme. The * council/* accredited certifier is satisfied that the plan is consistent with any applicable conditions of any development consent and that the plan gives effect to the stage of the strata development contract to which it relates.~~

* The Council does not object to the encroachment of the building beyond the alignment of

~~* The Accredited Certifier is satisfied that the building complies with a relevant development consent in force that allows the encroachment.~~

~~* This approval is given on the condition that the use of lot (s)
 (being utility lot/s designed to be used primarily for the storage or accommodation of boats, motor vehicles or goods and not for human occupation as a residence, office, shop or the like) is restricted to the proprietor or occupier of a lot or proposed lot (not being such a utility lot) the subject of the strata scheme concerned, as referred to in * section 39 of the Strata Schemes (Freehold Development) Act 1973 or * section 68 of the Strata Schemes (Leasehold Development) Act 1986.~~


Date: 6/9/2006

Subdivision No. 5206/0044

Accreditation No.

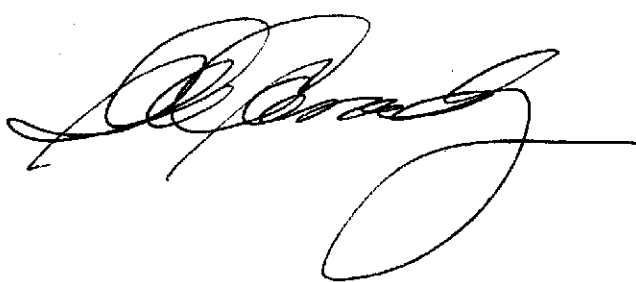
Relevant Development Consent No. DA05/0325

Issued by Tweed Shire Council

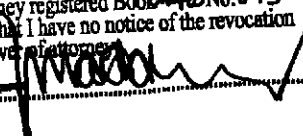

 Authorised Person / General Manager / Accredited Certifier

* Complete or delete if applicable.

SIGNATURES AND SEALS ONLY



BANANACOAST COMMUNITY CREDIT UNION
 LTD ABN 50 087 649 750 by its attorney
~~DAVID WILLIAM MASON.~~
 (here put in the full name of attorney) pursuant to
 power of attorney registered Book 448 No. 643
 and I declare that I have no notice of the revocation
 of the said power of attorney.


 Signature
 BANANACOAST CREDIT UNION
 NSW.

Use STRATA PLAN FORM 3A for additional certificates, signatures and seals

SURVEYOR'S REFERENCE: T14972/14933D-A

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

(Sheet 1 of 1 sheet)

Plan: **SP78263**

of Subdivision of Lot 1 in DP847438 covered by Subdivision Certificate No. ~~SSC06/0011~~ **6191** 2006.

Full name and address of owner of the land:

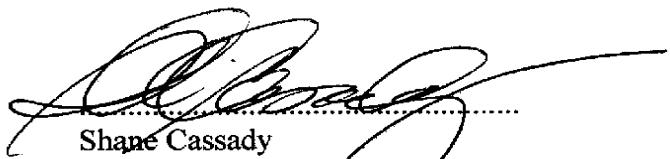
Shane Cassady of 94 Overall Drive, Pottsville NSW 2489

Full name and address of Mortgagee of the land:

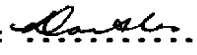
Bananacoast Community Credit Union Ltd of PO Box 726 Ballina NSW 2478

Part 1 (Creation)

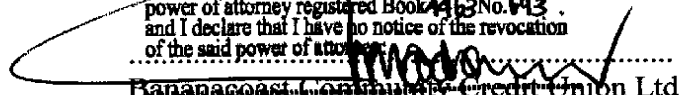
| Number of item shown in the intention panel on the plan | Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan | Burdened lot(s) or parcel(s): | Benefited Lot(s), bodies or Prescribed Authority: |
|---|--|-------------------------------|---|
| 1 | Right of Foot Way. Variable Width. | Lot 1 | Lot 2 |


 Shane Cassady

Signed in my presence by Shane Cassady who is personally known to me.

Signature of Witness: 
 Name of Witness: LORRAWE CASTLES...
 Address & Occupation of Witness:
 12 QUEEN STREET, MURWILLUMBOOH, NSW
 LEGAL ASSISTANT

BANANACOAST COMMUNITY CREDIT UNION LTD ABN 50 087 649 750 by its attorney **JOHN WILLIAM MODEN** (here put in the full name of attorney) pursuant to power of attorney registered Book 413 No. 693 and I declare that I have no notice of the revocation of the said power of attorney.

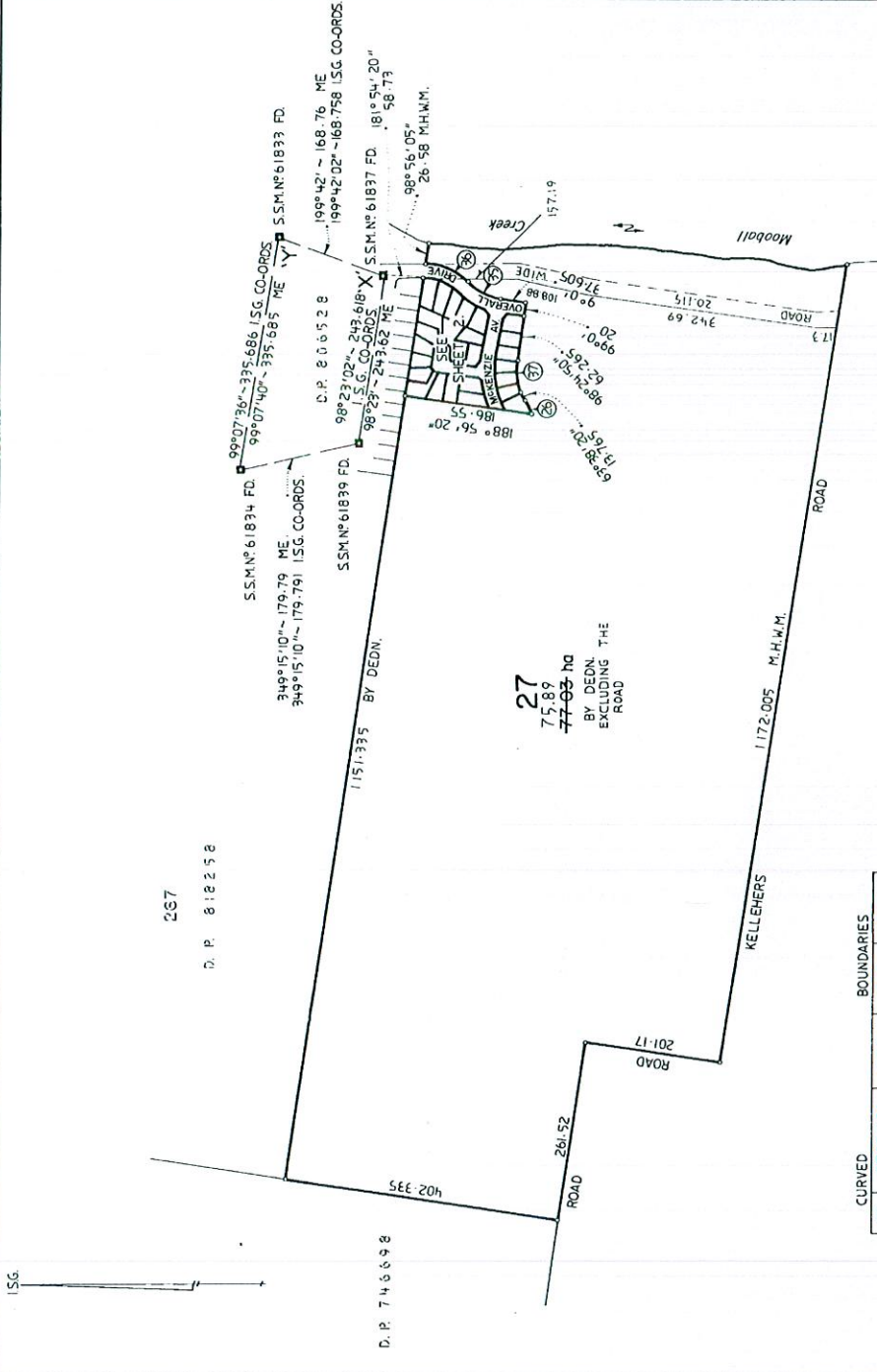

 Rhonda Howard
 2 Grenville Close
 Narabecca Heads NSW.

REGISTERED  20.12.2006



SIGNATURE AND SEALS ONLY

[Signatures]



DP 847438
 Registered 1-3-1995
 C.A. N^o 654/94/99 5 94/99
 33/95 OF 21-2-1995
 Title System TORRENS
 Purpose SUBDIVISION
 Ref. Map X 5452-4, 9641-3-5
 Last Plan 7096.1759

PLAN OF SUBDIVISION OF
 LOT 179 IN D.P. 755721

Lengths are in metres. Reduction Ratio - 5000
 L.G.A. TWEED
 Locality: POTTSVILLE
 Parish: MOOBALL
 County: ROUS

This is sheet 1 of my plan in 2 sheets.
 (Delete if inapplicable)

LEITH, MR DONALD RATTEN,
 of P.O. BOX 544, MOOLOOLABA, QLD, 4557,
 a person registered under the Subdivision Act, 1995, as
 Applicant, hereby certifies that the survey represented in this
 plan AS REGARDS LOTS 1-26 (INCL) & ROADS
 is accurate and has been made in accordance with the Survey
 Practice Regulation 1990 and was completed on
 3rd December, 1994.
 Signed: *[Signature]*
 Surveyor Registered under Surveying Act, 1992, as mentioned
 Datum: Line of Armagh. "X" = "Y"
 (When Date of Survey)

This is subject in preparation of survey/development:
 DP 806528, D.P. 818278
 R. 7096 - 1759.

PANEL FOR USE ONLY for statements of intention
 to dedicate public roads, to create public reserves,
 or public reserves, easements, restrictions on the
 use of land, or other public conveniences.
 PURSUANT TO SECTION 88 B OF THE
 CONVEYANCING ACT 1919 - 1964 IT IS
 INTENDED TO CREATE:-
 1. EASEMENT FOR WATER SUPPLY
 5 WIDE.
 2. EASEMENT TO DRAIN SEWAGE
 2.25 WIDE.
 3. EASEMENT TO DRAIN SEWAGE
 3.5 WIDE.
 4. RESTRICTION ON USE OF LAND.
 5. RESTRICTION ON USE OF LAND.

IT IS INTENDED TO DEDICATE
 McKENZIE AVENUE, MILLER PLACE
 AND THE EXTENSION OF OVERALL
 DRIVE AS PUBLIC ROAD

BOUNDARIES

| N ^o | BEARING | DIST. | ARC | RAD. |
|----------------|-------------|--------|--------|--------|
| 26 | 247° 07' | 22.145 | 22.155 | 182.52 |
| 35 | 26° 00' 30" | 52.65 | 53.435 | 90 |
| 36 | 24° 00' 30" | 65.94 | 67.2 | 100 |
| 37 | 81° 01' 40" | 48.03 | 48.78 | 80.37 |

SURVEY PRACTICE REGULATION 1990:- CLAUSE 32 (2)

| MARK | EASTING | NORTHING | ZONE | ACC. |
|--------------------------|-------------|--------------|------|------|
| SSM N ^o 61833 | 35 4992.542 | 185 6928.097 | 562 | 2 |
| SSM N ^o 61834 | 35 4661.111 | 185 6981.375 | 562 | 2 |
| SSM N ^o 61837 | 35 4935.653 | 185 6769.217 | 562 | 2 |
| SSM N ^o 61839 | 35 4694.638 | 185 6804.738 | 562 | 2 |

SOURCE: I.S.G. CO-ORDINATES ADOPTED FROM THE N.S.W. LANDS DEPARTMENT AT 30-8-94.

COMBINED SEA LEVEL AND SCALE FACTOR - 0.99997

Crown Lands Office Approval
 PLAN APPROVED: *[Signature]* Authorised Officer
 L.V. District: *[Signature]*
 Paper No. *[Signature]*
 Field Book: *[Signature]*

Councils Certificate
 I hereby certify that -
 (a) the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans); and
 (b) the requirements of Part 3, Division 2 of the Water Board Act (Consolidation) Act 1991
 have been complied with by the applicant in relation to the proposed SUBDIVISION.
 (Insert "new road", "subdivision" or "consolidation" as appropriate)
 Subdivision No. G54/94/99 54/99 35/95
 Date: 2 December 1995
 Signature: *[Signature]*
 General Manager
 Council of the Tweed Shire
 and File No. *[Signature]*
 This part of certificate to be printed where the application is only for a subdivision wholly outside the areas of operations of the Water and the Hunter Water Corporation Ltd.
 Note if applicable

INVEYORS REFERENCE A93 - 435 / A

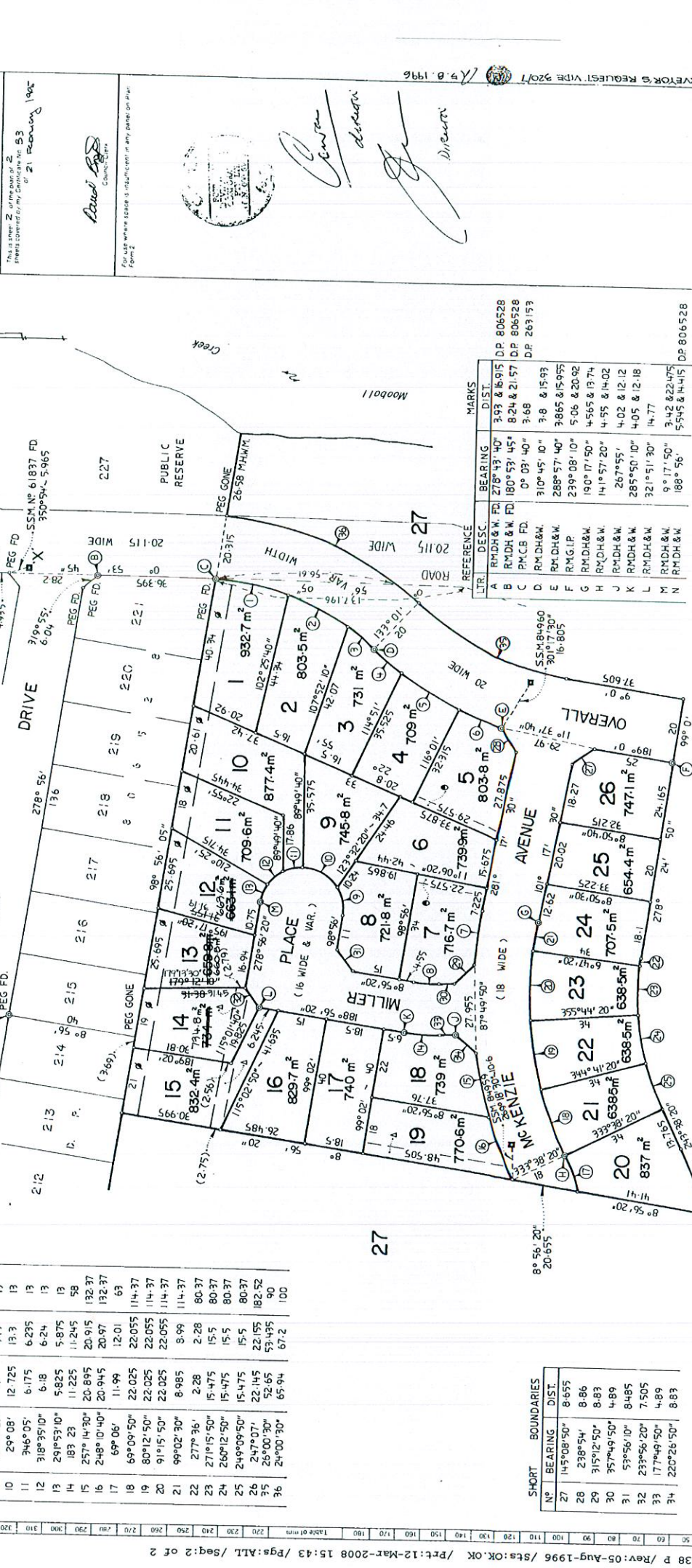
10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 180 190 200 210 220 230 240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390

POTT-3-5
 POTT-4

PLAN AMENDED IN LTO AT SURVEYOR'S REQUEST VIDE 2/01/96 1/8.1996

Reduction Ratio: 1:800

PLAN REFERENCE: A93-435/1A



| CURVED BOUNDARIES | | |
|-------------------|--------------|--------|
| N° | BEARING | DIST. |
| 1 | 191° 45' 20" | 23.09 |
| 2 | 207° 33' | 20.94 |
| 3 | 219° 03' 20" | 11.125 |
| 4 | 220° 05' 40" | 11.215 |
| 5 | 211° 32' 20" | 21.595 |
| 6 | 201° 59' 15" | 15.04 |
| 7 | 277° 35' 30" | 17.085 |
| 8 | 3° 23' | 8.43 |
| 9 | 78° 41' 20" | 9 |
| 10 | 29° 08' | 12.725 |
| 11 | 346° 05' | 6.175 |
| 12 | 318° 35' 10" | 6.18 |
| 13 | 291° 53' 10" | 5.825 |
| 14 | 183° 23' | 11.225 |
| 15 | 257° 14' 30" | 20.895 |
| 16 | 248° 10' 40" | 20.945 |
| 17 | 69° 06' | 11.99 |
| 18 | 69° 09' 50" | 22.025 |
| 19 | 80° 12' 50" | 22.025 |
| 20 | 91° 15' 50" | 22.025 |
| 21 | 99° 02' 30" | 8.985 |
| 22 | 277° 36' | 2.28 |
| 23 | 271° 15' 50" | 15.475 |
| 24 | 260° 12' 50" | 15.475 |
| 25 | 249° 09' 50" | 15.475 |
| 26 | 243° 07' | 22.145 |
| 27 | 28° 00' 30" | 52.65 |
| 28 | 24° 00' 30" | 65.94 |

| SHORT BOUNDARIES | | |
|------------------|--------------|-------|
| N° | BEARING | DIST. |
| 27 | 145° 08' 30" | 8.655 |
| 28 | 238° 54' | 8.86 |
| 29 | 315° 12' 50" | 8.83 |
| 30 | 357° 49' 50" | 4.89 |
| 31 | 53° 56' 10" | 8.485 |
| 32 | 233° 56' 20" | 7.505 |
| 33 | 177° 49' 50" | 4.89 |
| 34 | 220° 26' 50" | 8.83 |

| REFERENCE | | | MARKS | | |
|-----------|-------------------|--------------|-------|------|--------|
| LTR. | DESC. | BEARING | DIST. | LTR. | DESC. |
| A | R.M.D.H. & W. FD. | 278° 43' 40" | 3.93 | DP | 806528 |
| B | R.M.D.H. & W. FD. | 180° 53' 45" | 8.24 | DP | 806528 |
| C | P.M.C.B. FD. | 0° 03' 40" | 3.68 | | |
| D | R.M.D.H. & W. | 310° 45' 10" | 3.8 | | |
| E | R.M.D.H. & W. | 288° 57' 40" | 3.865 | | |
| F | R.M.G.L.P. | 239° 08' 10" | 5.06 | | |
| G | R.M.D.H. & W. | 190° 17' 50" | 4.565 | | |
| H | R.M.D.H. & W. | 141° 57' 20" | 4.55 | | |
| J | R.M.D.H. & W. | 267° 55' | 4.02 | | |
| K | R.M.D.H. & W. | 285° 30' 10" | 4.05 | | |
| L | R.M.D.H. & W. | 321° 51' 30" | 14.77 | | |
| M | R.M.D.H. & W. | 9° 17' 50" | 3.42 | | |
| N | R.M.D.H. & W. | 188° 56' | 5.545 | | |

PLAN REFERENCE: A93-435/1A

Plan Drawing only to appear in this space

(1).....EASEMENT FOR WATER SUPPLY 5 WIDE.
 (2).....EASEMENT TO DRAIN SEWAGE 2.25 WIDE.
 (3).....EASEMENT TO DRAIN SEWAGE 3-5 WIDE.

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE
CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT,
1991**

All lengths are in metres

Sheet 1 of 10 Sheets

PLAN: Subdivision of the land covered by Tweed Shire Council Clerk's
Certificate No. *33/95* dated *21st February 1995*

DP 847438

PART 1

**FULL NAME AND ADDRESS OF
PROPRIETOR OF THE LAND:**

Pottsville Development
Corporation Pty. Ltd.
ACN 000 614 399 a company duly
incorporated and having its
registered office at Level 4, 111
Harrington Street, Sydney in the
State of New South Wales

1. **Identity of easement or
restriction firstly referred
to in abovementioned Plan**

Easement to ~~supply~~^{for} water supply
5 wide

SCHEDULE OF LOTS ETC AFFECTED

Lots Burdened

Lots, Road or Authority Benefited

Lots 1, 10, 11, 12, 13, 14, 15

Tweed Shire Council

2. **Identity of easement or
restriction secondly referred
to in abovementioned Plan**

Easement to drain sewage
2.25 wide

SCHEDULE OF LOTS ETC AFFECTED

Lots Burdened

Lots, Road or Authority Benefited

Lots 5, 7

Tweed Shire Council

3. **Identity of easement or
restriction thirdly referred
to in abovementioned Plan**

Easement to drain sewage
3.5 wide



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE
CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT,
1991**

All lengths are in metres

Sheet 2 of 10 Sheets

PLAN: Subdivision of the land covered by Tweed Shire Council Clerk's
Certificate No. *33/95* dated *21ST FEBRUARY 1995*

D.P. 847438

SCHEDULE OF LOTS ETC AFFECTED

| Lots Burdened | Lots, Road or Authority Benefited |
|---|--|
| Lots 14, 15, 19 | Tweed Shire Council |
| 4. Identity of easement or restriction fourthly referred to in abovementioned Plan | Restrictions on Use |

SCHEDULE OF LOTS ETC AFFECTED

| Lots Burdened | Lots, Road or Authority Benefited |
|--|---|
| Lots 2, 3, 4, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 18, 19, 21, 22, 23, 24, 24, 26 | In respect of each Lot Burdened, each other Lot in this subdivision, including but not limited to, each other Lot Burdened |
| 5. Identity of easement or restriction fifthly referred to in abovementioned Plan | Restrictions on Use |

SCHEDULE OF LOTS ETC AFFECTED

| Lots Burdened | Lots, Road or Authority Benefited |
|-----------------------|---|
| Lots 1, 5, 16, 17, 20 | In respect of each Lot Burdened, each other Lot in this subdivision, including but not limited to, each other Lot Burdened |



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE
CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT,
1991**

All lengths are in metres

Sheet 3 of 10 Sheets

PLAN: Subdivision of the land covered by Tweed Shire Council Clerk's
Certificate No. *33/95* dated *21st February 1995*

D.P. 847438

PART 2

1. **Terms of Easement to ^{for water supply} Supply Water** Firstly referred to in the
Abovementioned Plan

Full and free right leave liberty and licence for the Authority benefited.

- (a) To erect construct place alter repair renew maintain and use through along and in and remove from the burdened Lots pipes and associated plant and equipment and other ancillary works for the supply of water and for purposes incidental thereto.
- (b) To cause or permit water to flow through and along the pipes and associated plant and equipment.
- (c) With or without horses vehicles plant and equipment to enter and be in the burdened Lots for the purpose of exercising any rights granted to the Authority benefited.

2. **Terms of Restrictions on Use** Fourthly referred to in the Abovementioned
Plan

- (a) That not more than one main building shall be erected or permitted to remain on any lot and the pitch of the roof on the main building shall not be less than 12.5 and that such main building shall not be erected otherwise than with new materials and shall have an overall minimum aggregate external floor area of not less than 120 square metres and any such main building on each Lot burdened shall not be erected within 6 metres of the front boundary of the lot on which it is erected.
- (b) That no garage, carport, shed or outbuilding shall be erected or permitted to remain on any lot hereby transferred except until after or concurrently with the erection of the main building thereof and shall be constructed of the same materials as those of the main building.
- (c) That no external walls of any main building shall be erected of any material other than brick, stone, painted cement render, glass, timber or any combination thereof and no main building shall be constructed wholly or substantially from fibrolite or otherwise from pre-fabricated materials. Asbestos cement shall not be used



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE
CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT,
1991**

All lengths are in metres

Sheet 4 of 10 Sheets

PLAN: Subdivision of the land covered by Tweed Shire Council Clerk's
Certificate No. *33/95* dated *21st FEBRUARY 1995*

D.P. 847438

in such external walls except as in-fill panels in conjunction with all or any of the above materials hereinbefore specified provided that the proportion of asbestos cement so used in relation to the external wall areas of any building shall not exceed 10% thereof. For so long as Pottsville Development Corporation Pty. Ltd. be the registered proprietor of any land in the subdivision of which this lot forms part a main building may be erected on any lot with external walls of materials other than those mentioned above provided the plans for such building are submitted to Pottsville Development Corporation Pty. Ltd. and it endorses its consent in writing thereon. No building shall be erected at a height greater than one level unless the plans for such building are submitted to Pottsville Development Corporation Pty. Ltd. and it endorses its consent in writing thereon.

- (d) The roof of any main building erected on any lot shall be constructed of tiles or non-reflective pre-painted steel (colourbond or the like). For so long as Pottsville Development Corporation Pty. Ltd. be the registered proprietor of any land in the subdivision of which the lot forms part a roof of any main building or structure may be constructed of corrugated tin or galvanised iron provided the consent in writing of Pottsville Development Corporation Pty. Ltd. is obtained before construction thereof.
- (e) (i) That no truck, automobile, plant or machinery having a tare weight of 2 tonne or more shall be placed or permitted to remain on any lot hereby transferred. No caravan, mobile home, tent or other moveable transportable dwelling shall be permitted to be parked on any lot for the purpose of occupation.
- (ii) Caravans are permitted to be parked or stored on any lot provided that the main building on the lot has been completed and the said caravan is parked or stored behind the front building alignment of the main dwelling on the lot.
- (f) That the external timber walls of any main building or structure erected on any one lot hereby transferred shall not remain unpainted for a period longer than two months after the date of completion thereof provided that this restriction shall not apply to timber which has been treated by oil.



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE
CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT,
1991**

All lengths are in metres

Sheet 5 of 10 Sheets

PLAN: Subdivision of the land covered by Tweed Shire Council Clerk's
Certificate No. *33/98* dated *21ST FEBRUARY 1995*
D.P. 847438

- (g) That no main building shall be used for any purpose other than as a single dwelling house of single storey only, which does not include a Residential Flat Building Class A, on each and every Lot burdened.
- (h) That no sanitary convenience erected or permitted to remain on the lot shall be detached or separated from any main building erected thereon.
- (i) That no advertisement, hoarding, sign or similar construction shall be erected or permitted to remain on any lot excepting such as may relate solely to the selling of such lot and such permitted sign shall not exceed 1 metre by 1 metre in size. No such restriction shall apply to the display of a doctor's or dentist's nameplate or light.
- (j) No fence shall be erected on any lot to divide it from any adjoining lot without consent in writing of Pottsville Development Corporation Pty. Ltd. its successors and assigns other than purchasers on sale obtained beforehand provided that such consent shall not be refused if such fence is erected without expense to Pottsville Development Corporation Pty. Ltd. its successors and assigns other than purchasers on sale and provided that such consent shall be deemed to have been given in respect of any fence for the time being erected and provided that any fence shall be constructed of hardwood and shall be unpainted and treated in a natural timber colour having a height of maximum 1800. In the case of Lots 20, 21, 22, 23, 24, 25 and 26, the boundary fence along the southern most boundary of each Lot shall be constructed with the smooth side to the outside of each Lot and shall be constructed within 90 days from the date of completion.
- (k) No fence shall be erected or permitted to remain on any lot closer to the front boundary than the external front wall on either side of any main building erected thereof.
- (l) That no animals, livestock or poultry of any kind shall be raised, bred or kept upon the subject land or any part thereof, except dogs, cats or other household pets may be kept provided these are not kept, bred or maintained for any commercial purpose and shall be



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE
CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT,
1991**

All lengths are in metres

Sheet 6 of 10 Sheets

PLAN: Subdivision of the land covered by Tweed Shire Council Clerk's
Certificate No. *33/95* dated *21st FEBRUARY 1995*

D.P. 847438

kept enclosed within the boundary of any subject lot unless they
are kept under control by way of a leash or other suitable method.

- (m) That no dairy, brickyard, tannery, poultry farm, piggery, kennels,
quarry or any other noxious, noisome or offensive occupation trace
or business shall be carried out on any lot.
- (n) That no materials (except as required in the course of building)
rubbish, old, unused or out of working order plant, motor vehicles
or machinery shall be kept or stored on any lot.
- (o) No grass and other vegetation growing upon the subject land shall
be permitted to grow in a manner which is unsightly nor shall
rubbish, refuse or garbage be allowed to accumulate on a lot except
where that refuse or garbage is stored in a sanitary container
designed for that purpose.
- (p) That no clothes line shall be erected or permitted to remain on any
lot hereby transferred unless such clothes line shall be of a
retractable or folding type.

**3. Terms of Restrictions on Use Fifthly referred to in the
Abovementioned Plan**

- (a) That not more than one main building shall be erected or
permitted to remain on any lot and the pitch of the roof on the
main building shall not be less than 12.5 and that such main
building shall not be erected otherwise than with new materials
and shall have an overall minimum aggregate external floor area
of not less than 120 square metres in the case of a single dwelling
or not less than 240 square metres in the case of a duplex dwelling
and any such main building on each Lot burdened shall not be
erected within 6 metres of the front boundary of the lot on which it
is erected.
- (b) That no garage, carport, shed or outbuilding shall be erected or
permitted to remain on any lot hereby transferred except until
after or concurrently with the erection of the main building thereof
and shall be constructed of the same materials as those of the
main building.



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE
CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT,
1991**

All lengths are in metres

Sheet 7 of 10 Sheets

PLAN: Subdivision of the land covered by Tweed Shire Council Clerk's
Certificate No. *83/95* dated *21st FEBRUARY 1995*

D.P. 847438

- (c) That no external walls of any main building shall be erected of any material other than brick, stone, painted cement render, glass, timber or any combination thereof and no main building shall be constructed wholly or substantially from fibrolite or otherwise from pre-fabricated materials. Asbestos cement shall not be used in such external walls except as in-fill panels in conjunction with all or any of the above materials hereinbefore specified provided that the proportion of asbestos cement so used in relation to the external wall areas of any building shall not exceed 10% thereof. For so long as Pottsville Development Corporation Pty. Ltd. be the registered proprietor of any land in the subdivision of which this lot forms part a main building may be erected on any lot with external walls of materials other than those mentioned above provided the plans for such building are submitted to Pottsville Development Corporation Pty. Ltd. and it endorses its consent in writing thereon. No building shall be erected at a height greater than one level unless the plans for such building are submitted to Pottsville Development Corporation Pty. Ltd. and it endorses its consent in writing thereon.
- (d) The roof of any main building erected on any lot shall be constructed of tiles or non-reflective pre-painted steel (colourbond or the like). For so long as Pottsville Development Corporation Pty. Ltd. be the registered proprietor of any land in the subdivision of which the lot forms part a roof of any main building or structure may be constructed of corrugated tin or galvanised iron provided the consent in writing of Pottsville Development Corporation Pty. Ltd. is obtained before construction thereof.
- (e) (i) That no truck, automobile, plant or machinery having a tare weight of 2 tonne or more shall be placed or permitted to remain on any lot hereby transferred. No caravan, mobile home, tent or other moveable transportable dwelling shall be permitted to be parked on any lot for the purpose of occupation.
- (ii) Caravans are permitted to be parked or stored on any lot provided that the main building on the lot has been completed and the said caravan is parked or stored behind the front building alignment of the main dwelling on the lot.



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE
CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT,
1991**

All lengths are in metres

Sheet 8 of 10 Sheets

PLAN: Subdivision of the land covered by Tweed Shire Council Clerk's
Certificate No. *33/95* dated *21st February 1995*

D.P. 847438

- (f) That the external timber walls of any main building or structure erected on any one lot hereby transferred shall not remain unpainted for a period longer than two months after the date of completion thereof provided that this restriction shall not apply to timber which has been treated by oil.
- (g) That no main building shall be used for any purpose other than as a single dwelling house of single storey only or single storey duplex dwelling, which does not include a Residential Flat Building Class A, on each and every Lot burdened.
- (h) That no sanitary convenience erected or permitted to remain on the lot shall be detached or separated from any main building erected thereon.
- (i) That no advertisement, hoarding, sign or similar construction shall be erected or permitted to remain on any lot excepting such as may relate solely to the selling of such lot and such permitted sign shall not exceed 1 metre by 1 metre in size. No such restriction shall apply to the display of a doctor's or dentist's nameplate or light.
- (j) No fence shall be erected on any lot to divide it from any adjoining lot without consent in writing of Pottsville Development Corporation Pty. Ltd. its successors and assigns other than purchasers on sale obtained beforehand provided that such consent shall not be refused if such fence is erected without expense to Pottsville Development Corporation Pty. Ltd. its successors and assigns other than purchasers on sale and provided that such consent shall be deemed to have been given in respect of any fence for the time being erected and provided that any fence shall be constructed of hardwood and shall be unpainted and treated in a natural timber colour having a height of maximum 1800. In the case of Lots 20, 21, 22, 23, 24, 25 and 26, the boundary fence along the southern most boundary of each Lot shall be constructed with the smooth side to the outside of each Lot and shall be constructed within 90 days from the date of completion.
- (k) No fence shall be erected or permitted to remain on any lot closer to the front boundary than the external front wall on either side of any main building erected thereof.



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE
CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT,
1991**

All lengths are in metres

Sheet 9 of 10 Sheets

PLAN: Subdivision of the land covered by Tweed Shire Council Clerk's
Certificate No. *33/95* dated *21st FEBRUARY 1995*
D.P. 847438

- (l) That no animals, livestock or poultry of any kind shall be raised, bred or kept upon the subject land or any part thereof, except dogs, cats or other household pets may be kept provided these are not kept, bred or maintained for any commercial purpose and shall be kept enclosed within the boundary of any subject lot unless they are kept under control by way of a leash or other suitable method.
- (m) That no dairy, brickyard, tannery, poultry farm, piggery, kennels, quarry or any other noxious, noisome or offensive occupation trace or business shall be carried out on any lot.
- (n) That no materials (except as required in the course of building) rubbish, old, unused or out of working order plant, motor vehicles or machinery shall be kept or stored on any lot.
- (o) No grass and other vegetation growing upon the subject land shall be permitted to grow in a manner which is unsightly nor shall rubbish, refuse or garbage be allowed to accumulate on a lot except where that refuse or garbage is stored in a sanitary container designed for that purpose.
- (p) That no clothes line shall be erected or permitted to remain on any lot hereby transferred unless such clothes line shall be of a retractable or folding type.

NAME OF PERSON EMPOWERED TO
RELEASE VARY OR MODIFY TERMS
OF EASEMENTS FIRSTLY, SECONDLY
AND THIRDLY REFERRED TO IN THE
ABOVE-MENTIONED PLAN:

COUNCIL OF THE SHIRE
OF TWEED



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE
CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT,
1991**

All lengths are in metres

Sheet 10 of 10 Sheets

PLAN: Subdivision of the land covered by Tweed Shire Council Clerk's
Certificate No. *23/95* dated *21st February 1995*

D.P. 847438

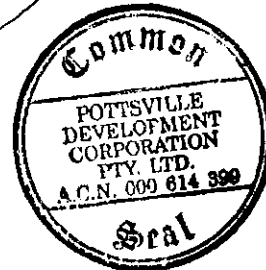
NAME OF PERSON EMPOWERED TO
RELEASE VARY OR MODIFY TERMS
OF RESTRICTIONS FOURTHLY AND
FIFTHLY REFERRED TO IN
ABOVEMENTIONED PLAN:

POTTSVILLE DEVELOPMENT
CORPORATION PTY. LTD.
whilst ever it be the registered
proprietor of any of the land
referred to in the said plan and
thereafter the Tweed Shire
Council or the registered
proprietors from time to time of
each lot burdened

THE COMMON SEAL of POTTSVILLE
DEVELOPMENT CORPORATION PTY.
LTD. ACN 000 614 399 was hereunto affixed)
in accordance with a resolution of the)
Board of Directors in the presence of a)
director and the secretary and in the)
presence of:)



..... Director
..... Secretary



REGISTERED  *add 1.3.1995*

Lodger Details

Lodger Code 501557C
Name STACKS LAW FIRM, TWEED HEADS
Address WHARF CENTRAL
L 1, SE 15, 75 WHARF ST
TWEED HEADS 2485
Lodger Box 1W
Email MVONBANK@STACKLAW.COM.AU
Reference DOC:230201

Land Registry Document Identification

AT187988

STAMP DUTY:

Consolidation/Change of By-laws

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

| Land Title Reference | Part Land Affected? | Land Description |
|----------------------|---------------------|------------------|
| CP/SP78263 | N | |

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP78263
Other legal entity

Meeting Date

09/06/2023

Amended by-law No.

Details Not applicable

Repealed by-law No.

Details No applicable

Added by-law No.

Details 21 and 22

The subscriber requests the Registrar-General to make any necessary recording in the Register to give effect to this instrument, in respect of the land or interest described above.

Attachment

See attached Conditions and Provisions

See attached Approved forms

Execution

The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of THE OWNERS - STRATA PLAN NO. SP78263

Signer Name DAVID OWEN CROSSAN

Signer Organisation EUCSER PTY. LTD

Signer Role PRACTITIONER CERTIFIER

Execution Date 20/06/2023

This is Annexure 'A' to the Consolidation/Change of By-Laws for Torrens Title CP/SP 78263

1 Noise

An owner or occupier of a lot must not create any noise on a lot or the common property likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

2 Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the prior written approval of the owners corporation.

3 Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.

4 Damage to lawns and plants on common property

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
- (b) use for his or her own purposes as a garden any portion of the common property.

5 Damage to common property

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owners corporation.
- (2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
 - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children, or
 - (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.
- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (5) Despite section 62 of the Act, the owner of a lot must:
 - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot, and
 - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (3) that forms part of the common property and that services the lot.

6 Behaviour of owners and occupiers



- (1) An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

7 Children playing on common property in building

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

8 Behaviour of invitees

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

9 Depositing rubbish and other material on common property

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

10 Drying of laundry items

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building other than on any lines provided by the owners corporation for the purpose and there only for a reasonable period.

11 Cleaning windows and doors

- (1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.
- (2) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

12 Storage of inflammable liquids and other substances and materials

- (1) An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
- (2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

13 Changes to floor coverings and surfaces

- (1) An owner or occupier of a lot must notify the owners corporation at least 21 days before changing any of the floor coverings or surfaces of the lot if the change is likely to result in an increase in noise transmitted from that lot to any other lot. The notice must specify the type of the proposed floor covering or surface.
- (2) This by-law does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering or surface concerned.

14 Floor coverings

- (1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
- (2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

15 Garbage disposal

- (1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:
 - (a) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and
 - (b) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and
 - (d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a), and
 - (e) must not place any thing in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier, and
 - (f) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (2) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:
 - (a) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (3) An owner or occupier of a lot must:
 - (a) comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and
 - (b) notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste.
 - (4) The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.

16 Keeping of animals

- (1) Subject to section 49 (4) of the Act, an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (except a cat, a small dog or a small caged bird, or fish kept in a secure aquarium on the lot) on the lot or the common property.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.
- (3) If an owner or occupier of a lot keeps a cat, small dog or small caged bird on the lot then the owner or occupier must:
 - (a) notify the owners corporation that the animal is being kept on the lot, and
 - (b) keep the animal within the lot, and

- (c) carry the animal when it is on the common property, and
- (d) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.

17 Appearance of lot

- (1) The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 10.

18 Change in use of lot to be notified

An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

19 Provision of amenities or services

- (1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:
 - (a) window cleaning,
 - (b) garbage disposal and recycling services,
 - (c) electricity, water or gas supply,
 - (d) telecommunication services (for example, cable television).
- (2) If the owners corporation makes a resolution referred to in clause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

Note—

Section 111 of the Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

20 Compliance with planning and other requirements

- (1) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.
- (2) The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

21 Exclusive Use Carparking

The owner or occupier of the lots set out in the Schedule below is entitled to exclusive use and enjoyment of that part of the common property set out in the Schedule below, subject to the following conditions:

- (a) The owner or occupier must maintain their exclusive use area in a state of good and serviceable repair.
- (b) The exclusive use area may only be used for the parking of registered motor vehicles.
- (c) Except as otherwise provided in this by-law, the owners corporation is to continue to be responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the common property comprising the exclusive use area.

Schedule:

| Lot | Area designated on annexed plan ("exclusive use area") |
|-----|--|
| 1 | A |
| 2 | B |

22 Exclusive Use Garden

The owner or occupier Lot 1 is entitled to exclusive use and enjoyment of that part of the common property marked "C" on the annexed plan subject to the following conditions:

- (a) The owner or occupier must maintain their exclusive use area marked "C" on the attached plan in a state of good and serviceable repair.
- (b) That exclusive area may only be used as a garden.
- (c) Any gardens within that exclusive use area must be maintained by the owner or occupier of Lot 1 to a high standard and plantings must be appropriate to the size of that exclusive use area.
- (d) Except as otherwise provided in this by-law, the owners corporation is to continue to be responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the common property comprising the exclusive use area.

SP78263

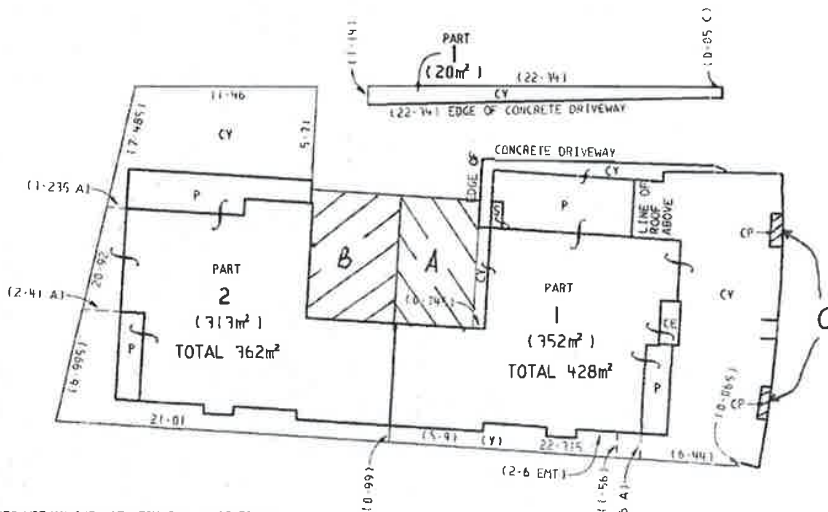
STRATA PLAN FORM 2

WARNING : CREASING OR FOLDING WILL LEAD TO REJECTION

e-Plan Sheet No. 3 of 4 Sheets

GROUND FLOOR PLAN

SP78263



ALL SERVICE LINES WITHIN ONE LOT SERVICING ANOTHER LOT ARE COMMON PROPERTY.
THE STRATUM OF THE COURTYARDS EXTEND FROM 10 METRES BELOW TO 15 METRES ABOVE THE UPPER SURFACE OF THE GROUND FLOOR LEVEL OF THE LIVING AREAS FOR EACH RESPECTIVE LOT, EXCEPT WHERE COVERED.
THE INGROUND SWIMMING POOL & ASSOCIATED STRUCTURES, POOL PUMP, POOL FENCING ETC. WITHIN THE COURTYARD OF LOT 1 FORM PART OF THE LOT AND ARE NOT COMMON PROPERTY.
THE TIMBER SCREENS AND AIR CONDITIONING UNITS FORM PART OF THE LOT.

AREAS ARE APPROXIMATE ONLY
A... DENOTES LINE OF OUTSIDE FACE OF WALL PRODUCED
C... DENOTES LINE OF EDGE OF CONCRETE DRIVEWAY PRODUCED
CE... DENOTES COVERED ENTRY
CP... DENOTES COMMON PROPERTY
CY... DENOTES COURTYARD
P... DENOTES COVERED PATIO
S... DENOTES COVERED STORAGE AREA
(Y) RIGHT OF FOOT WAY VARIABLE WIDTH

Reduction Ratio 1:200

Lengths are in metres

SEE SIGNATURES FORM

Registered Surveyor

SYDNEY REFERENCE 114922 / 149310-A

SEE SIGNATURES FORM

Authorized Person/ General Manager/ Accredited Certificate

Req:R258122 /Doc:DL AT187988 /Rev:20-Jun-2023 /NSW LRS /Prt:25-Sep-2023 10:03 /Seq:7 of 9
© Office of the Registrar-General /Src:TRISearch /Ref:23315



PAGE 7 OF 7

Approved Form 10

Certificate re Initial Period

The owners corporation certifies that in respect of the strata scheme:

*that the initial period has expired.

~~*the original proprietor owns all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate.~~

The seal of The Owners - Strata Plan No 78263 was affixed on ^25 May 2023 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature:

Name: Shane Cassidy

Authority: Owner

Signature:

Name: Jacqueline Mary Gartrell

Authority: Owner



^ Insert appropriate date

* Strike through if inapplicable.

Form: 15CH
Release: 2.2

CONSOLIDATION/ CHANGE OF BY-LAWS

Leave this space clear. Affix additional pages to the top left-hand corner.

New South Wales
Strata Schemes Management Act 2015
Real Property Act 1900

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE CP/SP78263

| | | | |
|---------------|-------------------------|--|-----------------------|
| (C) LODGED BY | Document Collection Box | Name, Address or DX, Telephone, and Customer Account Number if any Stacks Law Firm PO Box 233 TWEED HEADS NSW 2485 | CODE CH |
| | Email: | dcrossan@stacklaw.com.au | |
| | Reference: | DOC:230201 | |

(C) The Owners-Strata Plan No 78263 certify that a special resolution was passed on 9 June 2023

(D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows —

(E) Repealed by-law No. NOT APPLICABLE
Added by-law No. 21 AND 22
Amended by-law No. NOT APPLICABLE
as fully set out below:

Additional by-laws 21 and 22 as set out in Annexure A.

19 June 2023
David Owen Crossan Solicitor

(F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A.

(G) The seal of the Owners-Strata Plan No 78263 was affixed on 9 June 2023 ~~25 May 2023~~ in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: *[Signature]*
Name: SHANE CASSAIDY
Authority: OWNER

Signature: *[Signature]*
Name: JACQUELINE MARY GAATRELL
Authority: OWNER



Authorised to make the alteration Dated: 9 June 2023 Signed: *[Signature]*

Planning Certificate under Section

10.7 (formerly Section 149)

Environmental Planning and Assessment Act, 1979

Land No. 73152

Applicant: NP Conveyancing
5/5 Coronation Avenue
POTTSVILLE NSW 2489

Certificate No: ePlanCer23/2959
Date of Issue: 25/09/2023
Fee Paid: \$67.00
Receipt No:

Your Reference:
eCustomer Reference: 23315
Property Description: Lot 2 SP 78263; No. 2/94 Overall Drive POTTSVILLE

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 B21 - Pottsville Locality Based Development Code

ITEM 2

Zoning and land use under relevant planning instruments

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

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

Item 2(a-c)

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

Zone R2 Low Density Residential

1 Objectives of zone

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

2 Permitted without consent

Environmental facilities; Environmental protection works; Home occupations

3 Permitted with consent

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

4 Prohibited

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

[End of Zone R2 Table]

Item 2(d)

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

Not applicable.

Item 2(e) - Biodiversity Value:

The subject land is 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 5 - Open Space Contributions

Section 94 Plan No 11 - Tweed Shire Library Facilities

Section 94 Plan No 12 - Bus Shelters

Section 94 Plan No 13 - Eviron Cemetery

Section 94 Plan No 15 - Developer Contributions for Community Facilities

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

Section 94 Plan No 22 - Cycleways

Section 94 Plan No 26 - Shirewide/Regional Open Space

Section 94 Plan No 32 - Developer Contributions for Heavy Haulage

ITEM 4

Complying Development

- | |
|---|
| <p>(1) <i>If the land is land on which complying development may be carried out under each of the complying development codes under 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.</i></p> <p>(2) <i>If complying development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.</i></p> <p>(3) <i>If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that—</i></p> |
|---|

- (a) *a restriction applies to the land, but it may not apply to all of the land, and*
- (b) *the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.*
- (4) *If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.*

Part 3 Housing Code

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

- * land that is within an environmentally sensitive area

Part 3A Rural Housing Code

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

- * land that is within an environmentally sensitive area

Part 3B Low Rise Housing Diversity Code

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

- * land that is within an environmentally sensitive area

Part 3C Greenfield Housing Code

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

- * land that is within an environmentally sensitive area

Part 4 Housing Alterations Code

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

- * land that is within an environmentally sensitive area

Part 4A General Development Code

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

- * land that is within an environmentally sensitive area

Part 5 Industrial and Business Alterations Code

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

- * land that is within an environmentally sensitive area

Part 5A Industrial and Business Buildings Code

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

- * land that is within an environmentally sensitive area

Part 5B Container Recycling Facilities Code

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

- * land that is within an environmentally sensitive area

Part 6 Subdivisions Code

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

* land that is within an environmentally sensitive area

Part 7 Demolition Code

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

* land that is within an environmentally sensitive area

Part 8 Fire Safety Code

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

* land that is within an environmentally sensitive area

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

Floodplain Risk Management Study

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

- (2) The land is a flood control lot. Council is aware that the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls in the Tweed Local Environmental Plans and Development Control Plans. Flood related development controls, such as evacuation routes and/or refuges, are prescribed by Development Control Plan

Section A3 - Development of Flood Liable Land. Property Flood Reports that provide general flood risk information for this land are available on Council's website.

ITEM 10

Council and other public authority policies on hazard risk restrictions

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

Land Slip:

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

Bushfire:

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

Tidal Inundation:

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

Subsidence:

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

Acid Sulfate Soils:

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

Contamination:

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

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

Coastal Hazards:

This property is not affected.

Aircraft Noise:

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

Any Other Risk:

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

- **Cattle Tick Dip Sites:**

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

ITEM 11

Bush Fire Prone Land

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

The subject land is identified as bush fire prone land in accordance with the Bush Fire Prone Land map certified in accordance with Section 10(3) 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.

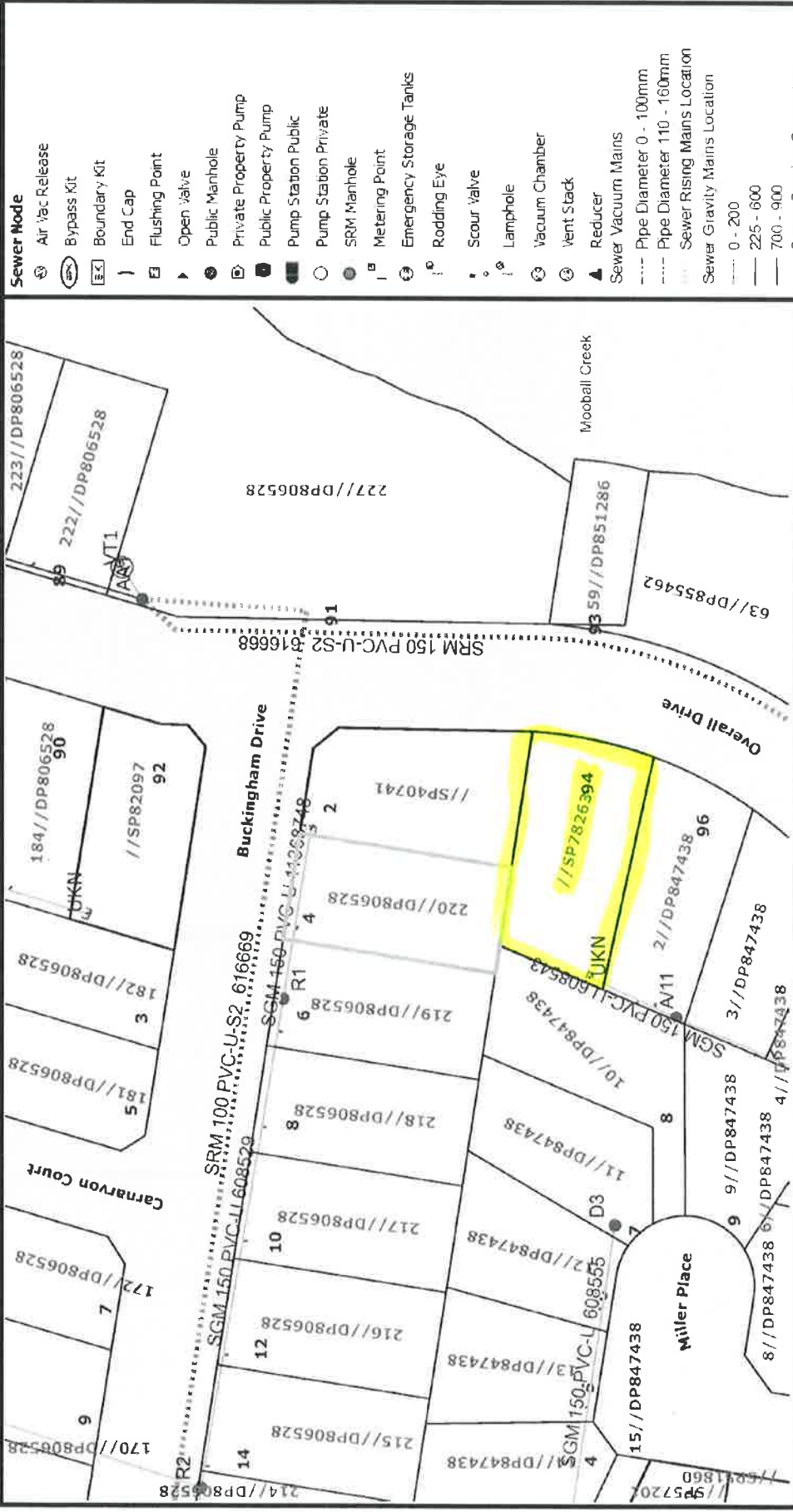


TROY GREEN
GENERAL MANAGER

Per

Sewer Network Report

Lot & DP:
Land No: 29645



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

Disclaimer: While every care is taken to ensure the accuracy of this data, Tweed Shire Council makes no representations or warranties, expressed or implied, statutory or otherwise, about its accuracy, reliability, completeness or suitability for any particular purpose and disclaims all responsibility and all liability, including without limitation, liability in negligence for all expenses, losses, damages (including indirect or consequential damage) and costs which may be incurred as a result of data being inaccurate or incomplete. Any use of this data is at the user's own risk. This report is for the specific project indicated and should not be used for any other purpose. A 'Call before you Dig' enquiry must be made by calling 1100. The information contained in this document remains valid for the 30 days only from the date of supply.

N

1:1,000

40 Metres

22/07/2021 10:27 am

Civic and Cultural Centre
3 Tunbulgum Road
(PO Box 815)
Murwillumbah NSW 2484
T | (02) 6670 2400 | 1300 292 872 F | (02) 6670 2429
W | www.tweed.nsw.gov.au

Owners:

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

