

# Contract for the sale and purchase of land 2022 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW DAN:</b>
vendor's agent	<b>LS Properties</b> <b>PO Box 90, Kingscliff NSW 2487</b> <b>Email: leanne@lsproperties.com.au</b>	<b>Phone: 1300 067 177</b> <b>Ref: Leanne Morris</b>
co-agent		
vendor		
vendor's solicitor	<b>SL Conveyancing</b> <b>Shop 15B/60 Marine Parade, Kingscliff NSW 2487</b> <b>PO Box 1124, Kingscliff NSW 2487</b> <b>Email: katie@slconveyancing.com.au</b>	<b>Phone: 02 6674 2161</b> <b>Ref: SL:KG:235261</b>
date for completion	<b>42nd day after the contract date (clause 15)</b>	
land (address, plan details and title reference)	<b>Apartment 6120, 9 Gunnamatta Avenue, Kingscliff NSW 2487</b> <b>Lot 24 in Strata Plan 73905</b> <b>Folio Identifier 24/SP73905</b>	
improvements	<input type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input 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 type="checkbox"/> air conditioning	<input 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 type="checkbox"/> insect screens	<input type="checkbox"/> solar panels
	<input checked="" type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input type="checkbox"/> pool equipment	<input type="checkbox"/> TV antenna
	<input type="checkbox"/> other:			
exclusions				
purchaser				
purchaser's solicitor				
price	\$			
deposit	\$ _____	(10% of the price, unless otherwise stated)		
balance	\$			
contract date	(if not stated, the date this contract was made)			

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

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

buyer's agent

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

## SIGNING PAGE

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

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

<b>General</b>	<b>Strata or community title (clause 23 of the contract)</b>
<input type="checkbox"/> 1 property certificate for the land <input type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document to be lodged with a relevant plan <input type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate	<input type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off-the-plan contract <input type="checkbox"/> 59 other document relevant to off-the-plan contract
<b>Home Building Act 1989</b> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover <b>Swimming Pools Act 1992</b> <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	<b>Other</b> <input type="checkbox"/> 60

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

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

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

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

### **DISPUTES**

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

### **AUCTIONS**

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

## WARNINGS

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

<b>APA Group</b> <b>Australian Taxation Office</b> <b>Council</b> <b>County Council</b> <b>Department of Planning and Environment</b> <b>Department of Primary Industries</b> <b>Electricity and gas</b> <b>Land and Housing Corporation</b> <b>Local Land Services</b>	<b>NSW Department of Education</b> <b>NSW Fair Trading</b> <b>Owner of adjoining land</b> <b>Privacy</b> <b>Public Works Advisory</b> <b>Subsidence Advisory NSW</b> <b>Telecommunications</b> <b>Transport for NSW</b> <b>Water, sewerage or drainage authority</b>
---	--

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

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

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

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



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

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

## 2 Deposit and other payments before completion

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

## 3 Deposit-bond

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

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

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

## 5 Requisitions

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

## 6 Error or misdescription

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

## 7 Claims by purchaser

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

## 8 Vendor's rights and obligations

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

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

## 9 Purchaser's default

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

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

## 10 Restrictions on rights of purchaser

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

## 11 Compliance with work orders

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

## 12 Certificates and inspections

The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –

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



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

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

**14 Adjustments**

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

**15 Date for completion**

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

**16 Completion****• Vendor**

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

**• Purchaser**

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

**17 Possession**

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

**18 Possession before completion**

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

**19 Rescission of contract**

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

**20 Miscellaneous**

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

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

## 21 Time limits in these provisions

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

## 22 Foreign Acquisitions and Takeovers Act 1975

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

## 23 Strata or community title

### • Definitions and modifications

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



- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.
- 24 Tenancies**
- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

## 25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7* days after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

**26 Crown purchase money**

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

**27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

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

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

### 30 Manual transaction

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

### 31 Foreign Resident Capital Gains Withholding

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

**32 Residential off the plan contract**

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

24/9 Gunnamatta Avenue, Kingscliff NSW 2487

## **SPECIAL CONDITIONS TO A CONTRACT**

### **1. COMPLETION DATE**

- 1.1 If completion does not take place as provided herein then either party may forthwith give to the other 14 (fourteen) days notice in writing to complete and making time of the essence of this Contract. Neither party shall be entitled to object to the sufficiency or adequacy of the period of such notice and they hereby acknowledge that 14 (fourteen) days notice shall be sufficient and adequate as to time. The party that issues the Notice to complete shall be entitled to recover the fee of \$440.00 from the other party to cover the cost for issuing such Notice. The party that issues the Notice to Complete shall also be at liberty to withdraw such Notice and reissue another one at any time.

### **2. NO REPRESENTATIONS**

- 2.1 The purchaser acknowledges that:
- (a) He has not been induced to enter into this Contract by any statement made or given by or on behalf of the vendor;
  - (b) He has relied entirely upon his own enquiries and inspection of the land in entering into this agreement;
  - (c) The property is purchased in its present state and condition;
  - (d) He agrees that he will not make any objection, requisition or claim for compensation nor delay settlement in relation to any of the foregoing matters.

### **3. DEMISE OF EITHER PARTY**

- 3.1 If either party:
- (a) Shall die or become mentally incapacitated; or
  - (b) Being a natural person enter into a scheme of arrangement or composition with creditors or be made bankrupt; or
  - (c) Being a company, resolve to go into liquidation or have a petition for winding up presented or enter into any scheme of arrangement with creditors or if any liquidator, receiver or official manager shall be appointed.

THEN in any such event, then either party may rescind this agreement by notice in writing to the other party whereupon the terms of Clause 19 shall apply.

### **4. DEFAULT INTEREST**

- 4.1 In the event that this contract for any reason other than default or delay on the part of the vendor is not completed on or before the settlement date initially provided for in the Contract (the original settlement date) then the purchaser shall compensate the vendor for the delay by paying interest on the balance purchase monies at the rate of 10% per annum calculated from the original settlement date up to the actual completion date, along with the other monies payable by the purchaser to the vendor on the completion date. It is agreed



that this amount is a genuine pre-estimate of the vendor's loss of interest on the purchase money and liability for rates and outgoings.

4.2 Nothing in this special condition shall in any way imply any obligation on the part of the vendor to grant an extension of time for the date of completion.

5. **INTRODUCTION BY AGENT**

5.1 The Purchaser warrants that except for the Real Estate Agent noted on the first page of this Contract, he has not been introduced to the property or to the Vendor by any other Estate Agent or employee of another Estate Agent and agrees to indemnify and keep indemnified the Vendor against all claims, actions, suits, demands, costs and expenses in relation to a breach of this warranty.

5.2 This special condition shall not merge on settlement.



FOLIO: 24/SP73905

-----

SEARCH DATE	TIME	EDITION NO	DATE
20/11/2023	1:08 PM	5	10/9/2021

LAND

----

LOT 24 IN STRATA PLAN 73905  
AT KINGSCLIFF  
LOCAL GOVERNMENT AREA TWEED

FIRST SCHEDULE

-----

(ND AR415570)

SECOND SCHEDULE (2 NOTIFICATIONS)

-----

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP73905
- 2 SP73905 RESTRICTION(S) ON THE USE OF LAND

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

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





FOLIO: CP/SP73905

-----

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
22/8/2023	9:42 AM	11	7/7/2020

LAND

----

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 73905  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT KINGSCLIFF  
LOCAL GOVERNMENT AREA TWEED  
PARISH OF CUDGEN COUNTY OF ROUS  
TITLE DIAGRAM DP1113023

FIRST SCHEDULE

-----

THE OWNERS - STRATA PLAN NO. 73905

ADDRESS FOR SERVICE OF DOCUMENTS:

C/- BCS STRATA MANAGEMENT PTY LTD  
LOCKED BAG 22  
HAYMARKET NSW 1238

SECOND SCHEDULE (27 NOTIFICATIONS)

-----

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND  
CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE STRATA MANAGEMENT STATEMENT FILED  
WITH SP73905
- 3 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER  
DESCRIBED IN DP1113023
- 4 EASEMENT FOR SUBJACENT AND LATERAL SUPPORT AND EASEMENT FOR  
SHELTER IMPLIED BY SECTION 8AA STRATA SCHEMES (FREEHOLD  
DEVELOPMENT) ACT 1973. SEE SP73905
- 5 DP1066477 EASEMENT TO DRAIN WATER 6 METRES WIDE AFFECTING THE  
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 DP1066477 RIGHT OF ACCESS 20.2 METRES WIDE AND VARIABLE  
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE  
DIAGRAM
- 7 DP1075495 EASEMENT TO DRAIN SEWAGE 3 METRES WIDE AFFECTING THE  
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 8 DP1075495 EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH AFFECTING THE  
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 9 DP1075495 EASEMENT TO DRAIN SEWAGE 3.5 METRES WIDE AFFECTING  
THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 10 DP1075495 RIGHT OF CARRIAGEWAY 19 METRES WIDE AND VARIABLE  
WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE  
TITLE DIAGRAM

END OF PAGE 1 - CONTINUED OVER

SECOND SCHEDULE (27 NOTIFICATIONS) (CONTINUED)

- 11 DP1076062 EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LAND
- 12 DP1076062 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED
- 13 DP1076062 EASEMENT FOR INSTALLATION OF SERVICES AFFECTING THE WHOLE OF THE LAND
- 14 DP1076062 RIGHT OF VEHICULAR AND PERSONAL ACCESS APPURTENANT TO THE LAND ABOVE DESCRIBED
- 15 SP73905 RIGHT OF PERSONAL ACCESS AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 16 DP1101905 EASEMENT FOR USE VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1101905
- 17 DP1107916 RIGHT OF PERSONAL ACCESS 2 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1107916
- 18 DP1107917 RIGHT OF PERSONAL ACCESS 2 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1107917
- 19 AC821549 LEASE TO OUTRIGGER AUSTRALIA (NSW) PTY LTD OF THE PART SHOWN HATCHED IN PLAN (PAGE 15) WITH AC821549. EXPIRES: 16/2/2015. OPTION OF RENEWAL: 4 PERIODS OF 10 YEARS EACH.
- 20 AD651496 LEASE TO STELLA AUSTRALIA (NSW) PTY LTD OF THE PART SHOWN CROSS HATCHED IN PLAN (PAGE 21) WITH AD651496. EXPIRES: 10/2/2015. OPTION OF RENEWAL: 4 PERIODS OF 10 YEARS EACH.
- 21 DP1113023 THIS SCHEME IS NOW COMPRISED WITHIN LOT 923 IN DP1113023
- 22 AE580504 CHANGE OF UNIT ENTITLEMENT
- 23 AH951689 LEASE TO OPTUS MOBLIE PTY LIMITED OF PART SHOWN HATCHED IN PLAN WITH AH951688. COMMENCES 22/10/2015. EXPIRES: 21/10/2020.
- 24 AH951690 LEASE TO OPTUS MOBILE PTY LIMITED OF PART SHOWN HATCHED IN PLAN WITH AH951688. COMMENCES 22/10/2020. EXPIRES: 21/10/2025.
- 25 AH951691 LEASE TO OPTUS MOBILE PTY LIMITED OF PART SHOWN HATCHED IN PLAN WITH AH951688. COMMENCES 22/10/2025. EXPIRES: 21/10/2030.
- 26 AQ218980 CONSOLIDATION OF REGISTERED BY-LAWS
- 27 AQ218980 INITIAL PERIOD EXPIRED

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 9907)

STRATA PLAN 73905

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 39	2	- 49	3	- 49	4	- 39
5	- 48	6	- 39	7	- 49	8	- 39
9	- 49	10	- 54	11	- 54	12	- 49
13	- 39	14	- 49	15	- 49	16	- 39

END OF PAGE 2 - CONTINUED OVER

## SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 9907) (CONTINUED)

## STRATA PLAN 73905

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
17	- 48	18	- 48	19	- 48	20	- 48
21	- 48	22	- 39	23	- 49	24	- 39
25	- 49	26	- 54	27	- 54	28	- 49
29	- 39	30	- 49	31	- 39	32	- 39
33	- 39	34	- 39	35	- 39	36	- 39
37	- 39	38	- 48	39	- 48	40	- 48
41	- 47	42	- 50	43	- 37	44	- 37
45	- 37	46	- 37	47	- 46	48	- 46
49	- 37	50	- 37	51	- 37	52	- 37
53	- 37	54	- 37	55	- 48	56	- 40
57	- 49	58	- 40	59	- 48	60	- 49
61	- 49	62	- 49	63	- 48	64	- 40
65	- 50	66	- 50	67	- 54	68	- 42
69	- 54	70	- 40	71	- 49	72	- 49
73	- 39	74	- 49	75	- 49	76	- 49
77	- 49	78	- 48	79	- 40	80	- 49
81	- 40	82	- 49	83	- 54	84	- 54
85	- 49	86	- 40	87	- 49	88	- 49
89	- 39	90	- 49	91	- 49	92	- 49
93	- 49	94	- 48	95	- 40	96	- 49
97	- 40	98	- 49	99	- 54	100	- 54
101	- 49	102	- 40	103	- 49	104	- 40
105	- 39	106	- 39	107	- 39	108	- 39
109	- 39	110	- 39	111	- 48	112	- 48
113	- 48	114	- 48	115	- 50	116	- 37
117	- 37	118	- 37	119	- 37	120	- 46
121	- 46	122	- 37	123	- 37	124	- 37
125	- 37	126	- 37	127	- 37	128	- 61
129	- 37	130	- 37	131	- 46	132	- 46
133	- 50	134	- 49	135	- 40	136	- 50
137	- 40	138	- 49	139	- 50	140	- 50
141	- 50	142	- 49	143	- 40	144	- 50
145	- 50	146	- 55	147	- 42	148	- 55
149	- 40	150	- 50	151	- 50	152	- 40
153	- 49	154	- 49	155	- 49	156	- 49
157	- 49	158	- 40	159	- 50	160	- 40
161	- 50	162	- 55	163	- 55	164	- 50
165	- 40	166	- 50	167	- 49	168	- 40
169	- 49	170	- 49	171	- 49	172	- 49
173	- 48	174	- 40	175	- 50	176	- 40
177	- 50	178	- 55	179	- 55	180	- 50
181	- 40	182	- 50	183	- 40	184	- 40
185	- 40	186	- 40	187	- 40	188	- 40
189	- 39	190	- 49	191	- 49	192	- 49

END OF PAGE 3 - CONTINUED OVER

FOLIO: CP/SP73905

PAGE 4

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 9907) (CONTINUED)

STRATA PLAN 73905

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
193	- 49	194	- 50	195	- 38	196	- 38
197	- 38	198	- 38	199	- 47	200	- 47
201	- 38	202	- 38	203	- 38	204	- 38
205	- 38	206	- 38	207	- 38	208	- 47
209	- 38	210	- 38	211	- 47	212	- 47
213	- 50	214	- 330	215	- NOW CP		

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

Mills Sale Kingscliff

PRINTED ON 22/8/2023

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

**Approved Form 28**

Strata Schemes (Freehold Development) Act 1973

Strata Schemes (Leasehold Development) Act 1986

**Strata Management Statement**

**SP73905**

TERMS OF INSTRUMENT NOT CHECKED IN  
LAND AND PROPERTY INFORMATION

**REGISTERED**  25.11.2004

## Content The Complex Strata Management Statement

<b>PART 1</b>	<b>4</b>
<b>The Complex and the strata management statement</b>	<b>4</b>
1. About The Complex	4
2. Who must comply with this management statement?	4
3. The management structure of the Complex	4
<b>PART 2</b>	<b>5</b>
<b>The Committee</b>	<b>5</b>
4. The Committee	5
5. Functions of the Committee	5
6. Office Bearers of the Committee	6
7. Appointing a Strata Manager	8
8. Appointing a Caretaker	9
9. Rights of the Committee to do work in an emergency	10
10. Insurance requirements for the Committee	10
11. Keeping books and records	11
12. Power of the Committee to act on behalf of Members	12
13. Rules	13
<b>PART 3</b>	<b>14</b>
<b>Rights and Obligations of Members, Owners and Occupiers</b>	<b>14</b>
14. What are the obligations of Members?	14
15. Additional obligations for Members that are Owners Corporations	15
16. What are the obligations of Owners and Occupiers	15
17. Access rights	15
18. Details about Representatives	18
19. Things done by a Representative	18
<b>Part 4</b>	<b>19</b>
<b>Meeting procedures and resolutions</b>	<b>19</b>
20. Decisions of the Committee	19
21. Meetings of the Committee	19
22. Notices for Meetings	19
23. Decisions made in writing	20
24. Minutes of meetings	20
25. Quorum Requirements	20
26. Voting rights of Members	20
<b>Part 5</b>	<b>22</b>
<b>Financial management</b>	<b>22</b>
27. What funds may the Committee establish?	22
28. Preparing budgets	22
29. Determining contributions	22
30. Preparing financial statements	23
31. Paying contributions	23
32. Banking money and interest on accounts	23
33. Late payments and discount	24
<b>Part 6</b>	<b>25</b>
<b>Shared Facilities</b>	<b>25</b>
34. What are Shared Facilities?	25
35. Changing and adding to Shared Facilities	26
36. Changing the costs for Shared Facilities	27
37. Using approved contractors	27
38. Damage to Shared Facilities	28

# SP73905

---

39.	Security at the Complex.....	28
Part 7	.....	29
Miscellaneous	.....	29
40.	How to resolve disputes.....	29
41.	Serving and receiving notices.....	31
42.	Amendments to this Strata Management Statement.....	32
43.	Fire-Rated Walls.....	32
Part 8	.....	33
Interpretation	.....	33
44.	Meaning of words.....	33
45.	Interpretation.....	35
SCHEDULE 1	.....	36
List of Shared Facilities and Division of Costs of Shared Facilities.....		36

## **PART 1**

### **The Complex and the strata management statement**

#### **1. About The Complex**

1.1 The Complex has two distinct components. The owner of each component is a Member of the Committee and must comply with this management statement.

1.2 The various components of the Complex are:

<b>Component</b>	<b>Owner</b>
Apartments	Apartments Owners Corporation
Retail	Retail Owner (or Retail Owners Corporation if an Owners Corporation is established in the Retail)

1.3 If an Owners Corporation is established in respect of the Retail, then all references to the "Retail Owner" shall be read as references to the "Retail Owners Corporation".

#### **2. Who must comply with this management statement?**

2.1 This management statement has affect as an agreement under seal.

2.2 The following persons must comply with this management statement:

- (a) the Apartments Owners Corporation;
- (b) the Retail Owner;
- (c) an Owner of a Lot in the Apartments or the Retail;
- (d) an Occupier of a Lot in the Apartments or the Retail.

2.3 The by-laws for Members that are Owners Corporation have obligations with which the Owners Corporations and Owners and Occupiers of Strata Lots must comply (in addition to this management statement).

#### **3. The management structure of the Complex**

3.1 The members are:

- (a) the Apartments Owners Corporation;
- (b) the Retail Owner.

3.2 Each Member is a member of the Committee. Each Member appoints a Representative to attend and vote for the Member at meetings of the Committee.

3.3 The Committee is responsible to operate and manage the Complex on behalf of the Members.



## **PART 2**

### **The Committee**

#### **4. The Committee**

4.1 The Members must:

- (a) establish the Committee within one month after this management statement is registered; and
- (b) always have a Committee.

4.2 The members of the Committee are:

- (a) the Apartments Owners Corporation;
- (b) the Retail Owner.

4.3 A Member must appoint a Representative to represent and vote for the Member at meetings of the Committee.

4.4 A Member may appoint a Substitute Representative to represent and vote for the Member at meetings of the Committee if the Representative of the Member cannot attend a meeting.

4.5 A Member must notify the Committee when it appoints a Representative or Substitute Representative. The Member must provide the notification according to clause 22.

#### **5. Functions of the Committee**

5.1 In addition to their functions elsewhere in this management statement, the functions of the Committee are to:

- (a) make decisions about the matters in this management statement;
- (b) convene and hold meetings of the Committee according to this management statement;
- (c) determine, levy and recover contributions for the administrative fund and sinking fund and make payments from those funds;
- (d) operate, maintain, renew and replace Shared Facilities (subject to the clauses in Part 6 of this management statement);
- (e) change or add to Shared Facilities;
- (f) fairly control use of Shared Facilities;

- (g) effect insurances according to the Act and this management statement;
  - (h) arrange for maintenance and other contracts so that insurances effected by the Committee and Members are not affected;
  - (i) monitor the performance by Members, Owners and Occupiers of their obligations under the Act and this management statement;
  - (j) monitor the performance of the Strata Manager;
  - (k) monitor the performance of the Caretaker;
  - (l) establish, administer and monitor compliance with any Architectural Code; and
  - (m) comply with this management statement and the Act.
- 5.2 Subject to this clause, the Committee has the power to:
- (a) enter into contracts or other arrangements with persons (e.g. the Caretaker) to assist the Committee perform its functions under this management statement; and
  - (b) appoint consultants and experts to advise and assist the Committee in the administration and performance of its functions.
- 5.3 The Committee has the power to appoint persons (eg a Member or the Caretaker) to act as its agent to enter into contracts or other arrangements on its behalf.

## **6. Office Bearers of the Committee**

- 6.1 The Committee must appoint as its office bearers a secretary, a treasurer and a chairperson.
- 6.2 An office bearer must be:
- (a) a Representative;
  - (b) a Substitute Representative; or
  - (c) the Strata Manager.
- 6.3 The Committee may appoint a Representative, Substitute Representative or the Strata Manager to one or more of the offices of secretary, treasurer or chairperson.
- 6.4 An office bearer must perform their functions according to this management statement, the Act and the directions of the Committee.
- 6.5 The Committee must appoint its office bearers within one month after this management statement is registered.

6.6 The Committee:

- (a) may appoint new office bearers at any time; and
- (b) must immediately appoint a new officer if an existing office bearer vacates their position as an office bearer.

6.7 An office bearer vacates their position as an officer if:

- (a) they cease to be a Representative, Substitute Representative or the Strata Manager;
- (b) the Committee dismisses them from their position;
- (c) the Committee appoints a new office bearer to fill their position; or
- (d) the office bearer resigns in writing from their position. The office bearer must serve notice on the Committee of their resignation and the date from which their resignation will become effective.

6.8 The functions of the secretary are to:

- (a) convene meetings of the Committee;
- (b) prepare notices and agendas for meetings of the Committee;
- (c) prepare and distribute minutes of meetings of the Committee;
- (d) give notices for the Committee;
- (e) answer communications sent to the Committee;
- (f) perform administrative and secretarial functions for the Committee; and
- (g) keep records (other than records which the treasurer must keep) for the Committee according to this management statement and the Act.

6.9 The functions of the treasurer are to:

- (a) send notices of sinking fund and administrative fund contributions to Members;
- (b) collect contributions from Members;
- (c) receive, acknowledge, bank and account for contributions and other money paid to the Committee;
- (d) keep accounting records for the Committee according to this management statement; and

- (e) prepare financial statements and budgets according to this management statement.

6.10 The function of the chairperson is to preside at each meeting of the Committee at which the chairperson is present. If the chairperson does not attend a meeting, the Committee may appoint another Representative, Substitute Representative or the Strata Manager to preside at that meeting only.

## **7. Appointing a Strata Manager**

7.1 The Committee has the power to appoint and enter into an agreement with a Strata Manager to assist the Committee perform its functions and, in particular, perform secretarial and financial functions.

7.2 The Committee may:

- (a) appoint a Strata Manager to assist it to perform its duties under this management statement; and
- (b) subject to clause 7.4, delegate its functions and the functions of its officers to the Strata Manager.

7.3 The Strata Manager must have the licenses required by law to be a strata managing agent.

7.4 The Committee may not delegate these functions to the Strata Manager:

- (a) functions which the Committee may delegate only by Unanimous Resolution;
- (b) functions which the Committee decides by Unanimous Resolution may be performed only by the Committee; and
- (c) the function to determine and levy contributions on Members.

7.5 The agreement must reserve the power for the Committee and its officers to continue to exercise functions delegated to the Strata Manager under the agreement.

7.6 Appointment of the Strata Manager by the Committee must be an agreement in writing which sets out:

- (a) the Strata Manager's remuneration;
- (b) all other costs and disbursements the Committee shall be required to pay or reimburse to the Strata Management;
- (c) those functions which the Committee delegates to the Strata Manager;
- (d) other conditions of the Strata Manager's appointment; and

- (e) any other relevant matters.

## **8. Appointing a Caretaker**

8.1 The Committee has the power to appoint and enter into an agreement with the Caretaker to provide management and operational services for the Complex.

8.2 The Caretaker may:

- (a) provide services for the Committee which must be paid for jointly by the Members (in shares determined by the Committee); and
- (b) provide services for individual Members which must be paid for (or reimbursed to the Committee) by those Members.

8.3 Appointment of the Caretaker by the Committee must be an agreement in writing which sets out:

- (a) the rights of the Committee and the Caretaker to terminate the Agreement prior to the end of its term;
- (b) the entitlement of the Caretaker to assign the agreement to another person;
- (c) the Caretaker's remuneration;
- (d) the duties the Caretaker is required to perform;
- (e) the expenses for which the Caretaker shall be entitled to be reimbursed;
- (f) other conditions of the Caretaker's appointment; and
- (g) any other relevant matter.

8.4 The remuneration payable to the Caretaker pursuant to the agreement will be the amount which the Committee determines is appropriate having regard to the duties which the Caretaker is required to perform pursuant to the agreement.

8.5 The duties of the Caretaker may include:

- (a) caretaking, supervising and servicing Shared Facilities;
- (b) supervising the cleaning, repair, maintenance, renewal or replacement of Shared Facilities;
- (c) providing services to the Committee, Members, Owners and Occupiers;
- (d) supervising employees and contractors of the Committee and Members;

- (e) supervising Shared Facilities and the Complex generally; and
- (f) doing anything else that the Committee agrees is necessary for the operation and management of Shared Facilities and the Complex.

## **9. Rights of the Committee to do work in an emergency**

9.1 In an emergency, the Committee may do anything in the Complex that:

- (a) a Member, an Owner or an Occupier should have done under this management statement; and
- (b) the Member, Owner or Occupier has not done or, in the opinion of the Committee, has not done properly.

9.2 To exercise its rights under this clause, the Committee may:

- (a) enter the affected part of the Complex and stay there for as long as necessary; and
- (b) do what is required to remedy the emergency.

9.3 The Member, Owner or Occupier that has not done what it should have done under this management statement (or not done it properly) must pay the costs of the Committee for doing work under this clause.

9.4 When the Committee exercises its rights under this clause, it must not interfere unreasonably with the lawful use of the Complex by a Member, an Owner or an Occupier.

9.5 The Committee is not liable for damage arising out of exercising rights under this clause (except for damage it causes maliciously or negligently).

9.6 In this clause, references to the Committee include persons authorised by the Committee and service providers.

## **10. Insurance requirements for the Committee**

10.1 The Committee must:

- (a) insure the Complex under a damage policy according to the Act;
- (b) effect building insurance with an insurer authorised to write general insurance business under the *Insurance Act 1973* (Cth) (or another type of insurer approved by the Act);
- (c) effect machinery breakdown insurance for Shared Facilities plant and equipment; and
- (d) effect enough insurance cover to pay for increased costs during the period of insurance.

- 10.2 The Committee must have the Complex valued for insurance purposes in accordance with the Act.
- 10.3 The Committee must have the first valuation carried out within six months after this management statement is registered.
- 10.4 The Committee must insure the Complex for the sum determined by the valuation undertaken in accordance with clause 10.2 (or a higher sum if reasonably determined by the Committee).
- 10.5 The Committee may effect other types of insurance including, but not limited to:
  - (a) office bearers liability insurance;
  - (b) legal liability insurance for Shared Facilities (where appropriate);
  - (c) workers' compensation insurance for its employees or contractors; and
  - (d) other types of insurances which the Committee resolves to effect or are required to be taken out under the Act.
- 10.6 A Member, Owner or Occupier must have consent from the Committee to do anything that might:
  - (a) void or prejudice insurances effected by the Committee; or
  - (b) increase an insurance premium paid by the Committee.
- 10.7 If a Member does anything to increase an insurance premium paid by the Committee, the Member must pay the amount by which the premium is increased. The Committee may add the amount to the administrative fund contributions paid by the Member.
- 10.8 If an Owner or Occupier does anything to increase an insurance premium paid by the Committee, the Owner or Occupier must pay the amount by which the premium is increased.

## **11. Keeping books and records**

- 11.1 The Committee must keep all books and records relating to the operation, management and administration of the Complex and Shared Facilities according to this clause.
- 11.2 Records which the Committee must keep include, without limitation:
  - (a) an up-to-date copy of this management statement;
  - (b) an up-to-date copy of any Architectural Code;
  - (c) its agreements with any Strata Manager or Caretaker;

- (d) notices and minutes of meetings of the Committee;
- (e) voting papers for meetings of the Committee;
- (f) financial statements;
- (g) budgets;
- (h) notices served on the Committee;
- (i) correspondence sent to and by the Committee;
- (j) insurance records; and
- (k) other records relating to the administration and operation by the Committee of the Complex.

11.3 The Committee must keep copies of its records for at least seven years from the date of the record.

11.4 A Member, Owner or Occupier may inspect the books and records of the Committee and an applicant may, at the cost of the applicant, take extracts from or copy the books and records of the Committee. The applicant cannot remove the books and records unless the Committee agrees.

## **12. Power of the Committee to act on behalf of Members**

12.1 Each Member agrees that the Committee (or a person appointed by the Committee) may act as agent for the Member and take legal proceedings about:

- (a) the failure of a Member to pay administrative fund or sinking fund contributions;
- (b) the failure of a Member to comply with its obligations under the Act or this management statement; and
- (c) the failure of an Owner or Occupier to comply with their obligations under the Act or this management statement.

12.2 Each Member appoints the Committee as its agent and attorney to enable the Committee (or a person appointed by the Committee) to take any action authorised by a resolution of the Committee made according to this management statement.

12.3 This clause does not prevent a member from taking legal proceedings in its own name.

12.4 The Committee (or a person appointed by the Committee) may recover from the defaulting Member or Owner the costs (including legal costs on a solicitor and own client basis) of taking legal proceedings against a Member or Owner under this clause 12 as a liquidated debt.



**13. Rules**

- 13.1 The Committee has the power to make rules about the security, control, management, operation, use and enjoyment of the Complex and, in particular, Shared Facilities.
- 13.2 The Committee may add to or change the rules at any time.
- 13.3 Members, Owners and Occupiers must comply with the rules.
- 13.4 If a rule is inconsistent with the management statement or the requirements of a Government Agency, the management statement or requirements of the Government Agency prevail to the extent of the inconsistency.

## **PART 3**

# **Rights and Obligations of Members, Owners and Occupiers**

### **14. What are the obligations of Members?**

14.1 In addition to their obligations elsewhere in this management statement, Members must:

- (a) promptly comply with their obligations under this management statement and the Act;
- (b) promptly pay their contributions for Shared Facilities and other amounts they owe the Committee under this management statement;
- (c) effect and maintain the insurances required by this management statement and the Act;
- (d) make sure the Committee is properly constituted;
- (e) comply with decisions of the Committee;
- (f) implement decisions of the Committee;
- (g) not interfere with services used by another Member or an Owner or Occupier;
- (h) comply with any Architectural Code; and
- (i) comply with Easements.

14.2 Each Member:

- (a) is liable for damages or loss caused to the other Members or a person who must comply with this management statement caused by the things the Member does or fails to do (including consequential damage or loss); and
- (b) releases the other Members from any costs, claims or liability to the extent caused or contributed to by the Member otherwise entitled to the benefit of that release.

In this sub-clause, a reference to a Member includes the Representative, Substitute Representative, contractors, employees and agents of the Member.

**S P 7 3 9 0 5**

**S P 7 3 9 0 5**

Page 15 of 37

**15. Additional obligations for Members that are Owners Corporations**

15.1 Members which are Owners Corporations must allow the Representative or Substitute Representative of each Member to:

- (a) attend their general meetings and meetings of their executive committee; and
- (b) address meetings in regard to matters affecting this management statement or that Member.

15.2 Members which are Owners Corporations must not make by-laws that are inconsistent with this management statement.

15.3 If there is any inconsistency between the by-laws for a Member which is an Owners Corporation and this management statement, the relevant Member must amend the inconsistent by-law to make it consistent with this management statement.

**16. What are the obligations of Owners and Occupiers**

In addition to their obligations elsewhere in this management statement, Owners and Occupiers must:

- 16.1 promptly comply with their obligations under this management statement and the Act;
- 16.2 promptly pay all amounts they owe the Committee under this management statement;
- 16.3 comply with decisions of the Committee;
- 16.4 implement decisions of the Committee;
- 16.5 not interfere with services used by another Member, Owner or Occupier;
- 16.6 comply with any Architectural Code; and
- 16.7 comply with Easements.

**17. Access rights**

17.1 When the Committee, Members, Owners or Occupiers exercise their rights to access parts of the Complex, they must not interfere unreasonably with the lawful use of that area by another Member, Owner or Occupier.

17.2 A Member must give other Members, Owners and Occupiers access to fire stairs, passages and all other egress routes in the Member's part of the Complex necessary to exit the Complex if there is an emergency.

17.3 A Member must give the Committee and the other Members, Owners and Occupiers access to use, maintain, repair and replace:

- (a) Shared Facilities;
- (b) service lines; and
- (c) plant and equipment owned by the other Members, Owners or Occupiers

located in the Member's part of the Complex according to this management statement.

17.4 An Owner or Occupier must give the Committee, Members and other Owners and Occupiers access to use, maintain, repair and replace:

- (a) Shared Facilities;
- (b) service lines; and
- (c) plant and equipment owned by the Committee, Member, Owner or Occupier

located in the Owner's or Occupier's part of the Complex according to this management statement.

17.5 The Committee, Members, Owners and Occupiers must give reasonable notice:

- (a) to a Member before they require access to the Member's part of the Complex; and
- (b) to an Owner or Occupier before they require access to the Owner's or Occupier's part of the Complex.

17.6 Except in an emergency, the Committee, Members, Owners and Occupiers may gain access under this clause to parts of the Complex only:

- (a) during the hours determined by this management statement or reasonably agreed to by the relevant Member, Owner or Occupier; and
- (b) subject to this management statement, according to the reasonable requirements of the relevant Member, Owner or Occupier.

17.7 Further to clauses 17.3 – 17.6 (inclusive), an Owner, Occupier or Representative of the Retail may have access to the basement of the Apartments for the purposes of replacing, inspecting, cleaning, repairing, maintaining or renewing the Utility Infrastructure of any Service that is located on the Apartments that exclusively services the Retail subject to the conditions that:

- (a) the Apartments Lot is disturbed as little as possible; and

- (b) any excavated surface is restored as nearly as possible to its original state; and
- (c) any other damage attributable to the operations or work referred to in this clause is repaired at the cost of the party who carries out such work.

Except in an emergency, the Representative, Owner or Occupier of the Retail must give the Representative of the Apartments 24 hours notice of its intention to enter the basement of the Apartments Lot to exercise any of its rights under this clause. The times that a Representative, Owner or Occupier of the Apartments Lot is entitled to carry out any work in the basement of the Apartments under this clause shall be as reasonably agreed to by the Representative of the Apartments and the relevant Representative, Owner or Occupier of the Retail Lot.

- 17.8
- (a) An Owner or Occupier of a Lot in the Retail may install additional Utility Infrastructure in the basement of the Apartments Lot for the purposes of providing Services to a Lot in the Retail in accordance with this clause 17.8.
  - (b) The Owner or Occupier wishing to install the additional Utility Infrastructure in accordance with this clause 17.8 must first obtain the written consent of the Representative of the Apartments to the installation of the additional Utility Infrastructure. The consent of the Representative of the Apartments must not be unreasonably withheld or delayed but the Representative of the Apartments may impose reasonable conditions in connection with the installation of the additional Utility Infrastructure including in relation to the nature, type, size or location of the additional Utility Infrastructure and the manner in which the additional Utility Infrastructure will be installed.
  - (c) The Owner or Occupier of the Retail installing the additional Utility Infrastructure must, in relation to the additional Utility Infrastructure:
    - (i) indemnify the Apartments Owner's Corporation and each owner of the Apartments from all liability and costs in connection with the additional Utility Infrastructure;
    - (ii) make good any damage caused to an Apartments Lot by the installation of the additional Utility Infrastructure.
  - (d) The cost of installing the additional Utility Infrastructure is to be borne solely by the Owner or Occupier of the Retail who enjoys the benefit of the additional Utility Infrastructure.
  - (e) For the purposes of this clause 17.8, installing additional Utility Infrastructure shall include enhancing the capacity of existing Utility Infrastructure.

**18. Details about Representatives**

The Members must give each other:

- 18.1 their current address, telephone number and facsimile number;
- 18.2 the current name, address, telephone number and facsimile number of their Representative and Substitute Representative; and
- 18.3 for Members which are Owners Corporations, the current name, address, telephone number and facsimile number of the strata managing agent appointed by the Member.

**19. Things done by a Representative**

Anything done by a Representative or a Substitute Representative for the Member that appointed them has the same effect as if the Member did it.

## **Part 4**

### **Meeting procedures and resolutions**

#### **20. Decisions of the Committee**

The Committee may make decisions only according to this management statement and:

- 20.1 at a properly convened meeting of the Committee or in writing; and
- 20.2 by Unanimous Resolution.

#### **21. Meetings of the Committee**

21.1 The secretary of the Committee must convene a meeting of the Committee:

- (a) if the Committee decides to hold a meeting;
- (b) if both Members ask for a meeting. The secretary must convene the meeting within 14 days or sooner if there is an emergency;
- (c) if it is necessary to appoint a new officer of the Committee; or
- (d) at least every twelve months.

21.2 Subject to this management statement, the Committee may meet to conduct its business, adjourn and otherwise regulate its meetings as it thinks fit.

21.3 Owners and Occupiers may attend meetings of the Committee. However, they may address the meeting only if the Committee agrees.

#### **22. Notices for Meetings**

22.1 Subject to this clause, the secretary of the Committee must give each Member at least fourteen days notice of a meeting of the Committee. The notice must:

- (a) include the time, date and venue of the meeting; and
- (b) include the agenda for the meeting.

22.2 The secretary of the Committee may give less than fourteen days notice if there is an emergency and it is necessary for the Committee to meet immediately.

22.3 The agenda for a meeting of the Committee must include details of all business the Committee will deal with at the meeting. The Committee cannot deal with business that is not on the agenda for the meeting unless all Members agree.

## **23. Decisions made in writing**

The Committee may vote on motions in writing if:

- 23.1 the secretary of the Committee has served the notice of the meeting according to clause 22;
- 23.2 the secretary of the Committee has given each Member a voting paper with the notice of the meeting; and
- 23.3 the required Members or number of Members have approved the motion(s) in the agenda in writing (by completing their voting paper) and have returned their voting paper to the secretary before the meeting commences.

## **24. Minutes of meetings**

The secretary of the Committee must distribute minutes of meetings of the Committee to each Member within seven days after the meeting.

## **25. Quorum Requirements**

- 25.1 A quorum at a meeting of the Committee is the Representative or Substitute Representative of both Financial Members (or if there is only 1 Financial Member, that Financial Member).
- 25.2 If a quorum is not present within 30 minutes after a meeting of the Committee is due to commence, the Committee must adjourn the meeting to the time and place determined by the chairperson of the Committee.
- 25.3 The secretary of the Committee must give notice of an adjourned meeting to each Member at least one day before the adjourned meeting.
- 25.4 A quorum at an adjourned meeting of the Committee is the Representative(s) or Substitute Representative(s) present at the meeting within 15 minutes after the meeting is due to commence.

## **26. Voting rights of Members**

- 26.1 Each Member has one vote on each matter to be decided by the Committee.
- 26.2 To exercise its voting rights, a Member must be a Financial Member immediately before the commencement of the meeting.
- 26.3 A Member which is not a Financial Member cannot vote at a meeting of the Committee. However, the Member may attend meetings and may address meetings.
- 26.4 A Representative or Substitute Representative for a Financial Member must vote at a meeting of the Committee according to any instructions by the Member that appointed them.



## SP73905

- 
- 26.5 The executive committees of Members which are Owners Corporations may give instructions to the Representative or Substitute Representative of the Member.
  - 26.6 The chairperson does not have a casting vote at a meeting of the Committee.
  - 26.7 The Strata Manager does not have a vote at a meeting of the Committee unless the Strata Manager is a Representative or a Substitute Representative.
  - 26.8 The Caretaker does not have a vote at a meeting of the Committee unless the Caretaker is a Representative or a Substitute Member.

## **Part 5**

### **Financial management**

#### **27. What funds may the Committee establish?**

27.1 The Committee may establish:

- (a) a sinking fund; and
- (b) an administrative fund.

27.2 The Committee must use the sinking fund to pay for the renewal and replacement of Shared Facilities.

27.3 The Committee must use the administrative fund to pay the day to day expenses of operating and maintaining Shared Facilities, insurance costs, administrative costs and other costs that are not sinking fund costs.

#### **28. Preparing budgets**

28.1 Subject to this management statement, the Committee may prepare a budget for each 12 month period showing:

- (a) how much money it will need during that period for its sinking fund and administrative fund; and
- (b) income that the Committee knows it will receive in that period.

28.2 The Committee must budget enough money to comply with its obligations under this management statement and the Act.

28.3 The Committee may extend or shorten a 12 month budget period.

#### **29. Determining contributions**

29.1 For each 12 month period, the Committee must levy Members the contributions it will need for its sinking fund and administrative fund. The amount of contributions must coincide with the budget prepared by the Committee under clause 28.

29.2 The Committee must determine contributions for each 12 month period at a meeting of the Committee. Before the meeting, the Committee must give each Member:

- (a) the budget prepared according to clause 28; and
- (b) the current audited financial statement prepared according to clause 28; and
- (c) the current financial statement prepared according to clause 30.

**29.3 The Committee must levy Members:**

- (a) additional contributions to its sinking fund if it cannot pay its sinking fund debts for a 12 month contribution period;

and

- (b) additional contributions to its administrative fund if it cannot pay its administrative fund debts for a 12 month contribution period.

**29.4 The Committee must levy an additional contribution at a meeting of the Committee. Before the meeting, the Committee must give each Member a budget for the remainder of the 12 month contribution period which shows:**

- (a) how much money the Committee will need for the remainder of the period for the fund for which the additional contribution will be levied; and

- (b) income that the Committee knows it will receive for that fund during the remainder of the period.

**30. Preparing financial statements**

Within two months after the end of each 12 month contribution period, the Committee must:

- (a) have its accounts audited by a qualified auditor; and
- (b) prepare a financial statement for each of its accounts.

**31. Paying contributions**

**31.1 Subject to this clause, the Committee must, at least 20 business days before a contribution is due, give each Member a written notice showing for each of the sinking fund and the administrative fund:**

- (a) the total contribution to be raised;
- (b) the portion of the contribution the Member must pay; and
- (c) the date the payment is due.

**31.2 If the Committee has to raise funds in an emergency, it may give less than 20 business days notice of the contribution.**

**32. Banking money and interest on accounts**

**32.1 The Committee must:**

- (a) establish and maintain a bank or building society account or accounts in the names of the Members; and

- (b) deposit all contributions and other money paid to the Committee into its bank or building society accounts.
- 32.2 The Committee may only withdraw money from its accounts to pay for things allowed by this management statement.
- 32.3 The Committee may place money in an interest bearing deposit account at a bank or building society. If the account earns interest, the Committee may credit it to one of the accounts of the Committee.
- 33. Late payments and discount**
  - 33.1 A Member, an Owner and an Occupier must:
    - (a) pay the Committee interest on any amount they owe the Committee under this management statement but do not pay on time; and
    - (b) pay interest from (and including) the date on which the payment was due until the date it was paid.
  - 33.2 The Committee must calculate interest on daily balances at the rate provided for in Section 79 of the Act.
  - 33.3 The Committee may recover unpaid contributions and other money owed to it under this management statement as a debt.
  - 33.4 Unless the Committee otherwise determines, a discount of 10% will apply to a contribution levied by the Committee on a Member if the contribution is paid by the Member before the date on which it becomes due and payable (as determined by the Committee).

## **Part 6**

### **Shared Facilities**

#### **34. What are Shared Facilities?**

34.1 Shared Facilities are:

- (a) services in the Complex that are used by two or more Members;
- (b) costs for items like the Caretaker and insurances; and
- (c) other things nominated in this management statement or by the Committee as Shared Facilities.

34.2 A detailed list of Shared Facilities is in schedule 1.

34.3 In addition to the Shared Facilities listed in schedule 1, Shared Facilities include:

- (a) pipes, wires, cables and ducts which are connected to or form part of a Shared Facility, but exclude any of those things which exclusively service one Member's part of the Complex;
- (b) any rooms or areas in which Shared Facilities are located;
- (c) the maintenance, repair, operation, cleaning and replacement of Shared Facilities;
- (d) parts or consumables used in the maintenance, repair, operation, cleaning and replacement of Shared Facilities;
- (e) labour used in the maintenance, repair, operation, cleaning and replacement of Shared Facilities;
- (f) the inspection of Shared Facilities (if applicable) by Government Agencies; and
- (g) the certification of Shared Facilities for the purposes of the law.

34.4 The Members must pay the costs for Shared Facilities according to schedule 1. The Committee must charge Members for using the Shared Facilities in accordance with Schedule 1.

34.5 Unless noted otherwise:

- (a) the Member who owns the stratum lot in which the identified Shared Facility is located is the owner of that Shared Facility item; and
- (b) the Member who owns a Shared Facility must pay the expenses of the Shared Facility and account to the Committee for reimbursement in accordance with Schedule 1.

- 34.6 If a Member's proportion of the costs of any Shared Facility is not paid in accordance with this management statement, that Member's right to use the Shared Facility is suspended until the costs have been paid.
- 34.7 In addition to the costs in schedule 1, costs relating to Shared Facilities include costs for:
- (a) the maintenance, repair, operation, cleaning and replacement of Shared Facilities;
  - (b) parts or consumables used in the maintenance, repair, operation, cleaning and replacement of Shared Facilities;
  - (c) labour used in the maintenance, repair, operation, cleaning and replacement of Shared Facilities;
  - (d) the inspection of Shared Facilities (if applicable) by Government Agencies; and
  - (e) the certification of Shared Facilities for the purposes of the law.
- 34.8 If there is a dispute about a Member's proportion of the costs for Shared Facilities, the Member must pay according to schedule 1 until the dispute is resolved. After the Members resolve the dispute, the Member or the Committee must pay any adjustments.
- 34.9 Generally, the Committee must operate, maintain, repair and replace Shared Facilities. In some instances, however, a Member must operate, maintain, repair and replace particular Shared Facilities. This management statement clearly identifies when a Member is responsible for a Shared Facility.
- 34.10 Unless this management statement specifies which Members and other persons are entitled to use and enjoy Shared Facilities or any restrictions on using Shared Facilities, each Member, Owner and Occupier is entitled to use and enjoy each Shared Facility according to this management statement.
- 34.11 In relation to any Shared Facility that requires a co-ordinated response to comply with statutory requirements (eg reporting on compliance with fire safety laws) the Committee will co-ordinate the response and reporting requirements so that the Complex complies with all applicable laws and requirements.

## **35. Changing and adding to Shared Facilities**

- 35.1 The Committee may by Unanimous Resolution:
- (a) add Shared Facilities if it identifies new Shared Facilities;
  - (b) create new Shared Facilities;
  - (c) change Shared Facilities;

- (d) change the use of Shared Facilities;
- (e) modify or replace Shared Facilities; or
- (f) extend Shared Facilities.

35.2 The Members agree to amend schedule 1 to reflect anything the Committee resolves to do under this clause.

## **36. Changing the costs for Shared Facilities**

36.1 The Committee may by Unanimous Resolution change costs, add new costs or adjust the division of costs for Shared Facilities in schedule 1 if:

- (a) the Committee resolves to deal with Shared Facilities under clause 35;
- (b) it more fairly divides costs for Shared Facilities;
- (c) the Complex changes;
- (d) the Committee identifies new Shared Facilities;
- (e) the use of Shared Facilities changes;
- (f) Shared Facilities are repaired, modified or replaced; or
- (g) anything else happens which affects the costs of Shared Facilities.

36.2 The Members agree to amend schedule 1 to reflect anything the Committee resolves to do under this clause.

## **37. Using approved contractors**

37.1 Many of the Shared Facilities in the Complex are highly technical and affect other components in the development. As a result:

- (a) Shared Facilities, building works and services must be maintained to a high standard; and
- (b) only contractors approved by the Committee may do structural building works and maintain or replace Shared Facilities.

37.2 The Committee must:

- (a) appoint and make sure that contractors approved by it are always available to maintain Shared Facilities and do structural building works; and
- (b) give each Member a list of current approved contractors.

37.3 The Committee may make a decision to approve a contractor in its absolute discretion.

### **38. Damage to Shared Facilities**

A Member, an Owner and an Occupier must:

- 38.1 use Shared Facilities only for their intended purposes;
- 38.2 immediately notify the Committee if they know about damage to or a defect in a Shared Facility; and
- 38.3 compensate the Committee for any damage to Shared Facilities caused by them or persons doing work in the Complex on their behalf.

### **39. Security at the Complex**

- 39.1 Security of the Complex is important to all Members, Owners and Occupiers. To maintain an integrated security system, this management statement regulates security issues and the use of security equipment (eg the provision of Security Keys).
- 39.2 The Committee may secure doors or gates in the Complex between the hours it determines are appropriate to preserve the security of the Complex and protect Members, Owners, Occupiers and their property.
- 39.3 The Committee may charge a Member, an Owner or an Occupier a fee or bond if they want an extra or a replacement Security Key.
- 39.4 Security Keys belong to the Committee.
- 39.5 A Member, Owner or Occupier must:
  - (a) take all reasonable steps not to lose Security Keys;
  - (b) return Security Keys to the Committee if they do not need them; and
  - (c) notify the Committee immediately if they lose a Security Key.
- 39.6 A Member, Owner or Occupier must not:
  - (a) copy a Security Key; or
  - (b) give Security Keys to someone who is not a Member, an Owner or an Occupier.



## **Part 7**

### **Miscellaneous**

#### **40. How to resolve disputes**

- 40.1 For the purpose of this clause, "party" or "parties" means the party or parties to a dispute. The party or parties to a dispute may be the Committee, Members, an Owner or an Occupier.
- 40.2 The parties must endeavour in good faith to resolve disputes about this management statement before taking action under this clause.
- 40.3 The parties must deal with disputes about this management statement according to this clause. This includes disputes about:
- (a) the Committee or an officer of the Committee failing to comply with the provisions about meetings of the Committee;
  - (b) the Architectural Code;
  - (c) using and paying for Shared Facilities; and
  - (d) decisions of the Committee.
- 40.4 A party may give another party a dispute notice. In the notice the party must:
- (a) describe what the dispute is about;
  - (b) identify the provisions of this management statement or the law that apply to the dispute;
  - (c) state the position of the party;
  - (d) set out the facts and other circumstances on which the party relies; and
  - (e) attach copies of correspondence and other documents mentioned in the dispute notice.
- 40.5 Within 14 days after a party gives a dispute notice, the parties to the dispute must meet in person (or conduct a telephone conference) at an agreed time and place. If they cannot agree on the time and place, they must meet to try to resolve the dispute by negotiation:
- (a) at 2.00 pm on the day which is 14 days after the dispute notice was given; and
  - (b) at the Complex or by telephone conference.

- 40.6 If the parties cannot resolve their dispute by negotiation, a party may give a mediation notice requiring the parties to:
- (a) refer the dispute to mediation; and
  - (b) appoint a mediator to mediate the dispute.
- 40.7 If the parties cannot agree on the mediator within seven days after a party gives a mediation notice, a party may ask the President of the Law Society of New South Wales to appoint a mediator having regard to the nature of the dispute.
- 40.8 The parties must mediate the dispute according to the mediation rules of the Law Society of New South Wales if, within seven days after the mediator is appointed, they do not agree on:
- (a) the mediation procedures they will adopt; and
  - (b) the timetable for the mediation procedures.
- 40.9 If the parties cannot resolve their dispute by mediation, a party may give a determination notice requiring the parties to:
- (a) refer the dispute to an independent expert for determination; and
  - (b) appoint an expert to determine the dispute.
- 40.10 If the parties cannot agree on an expert within seven days after a party gives a determination notice, a party may ask the President of the Law Society of New South Wales to appoint an appropriate expert having regard to the nature of the dispute.
- 40.11 The parties must instruct the expert to:
- (a) act as an expert and not as an arbitrator;
  - (b) determine the rules for the conduct of the expert determination; and
  - (c) consider the documents and other information the parties give the expert and which, in the opinion of the expert, are relevant.
- 40.12 The expert:
- (a) is not bound to observe the rules of natural justice or the rules of evidence;
  - (b) may obtain and refer to documents and information not provided by the parties; and
  - (c) must determine the dispute and give written reasons for the decision within one month of being appointed.

40.13 The determination by the expert is final and binding on the parties to the dispute without appeal so far as the law allows.

40.14 The parties to the dispute must:

- (a) equally share the costs for mediation and expert determination of their dispute (unless the mediator or expert decide otherwise); and
- (b) pay their own costs in connection with the dispute.

#### **41. Serving and receiving notices**

41.1 A notice or communication given under this management statement must be in writing and must be:

- (a) delivered personally to the addressee;
- (b) left at the current address of the addressee;
- (c) sent by pre-paid ordinary post to the current address of the addressee; or
- (d) sent to the current facsimile number of the addressee.

41.2 The current address and facsimile number of the Members, Representatives and Substitute Representatives are those supplied under clause 22.

41.3 A notice or communication takes effect from the time it is received by the addressee or from the time specified in it (whichever is the later).

41.4 A post notice or communication is received on the third day after it was posted.

41.5 A facsimile is received:

- (a) on the date of a transmission report from the machine that sent the facsimile that shows the whole facsimile was sent to the facsimile number of the addressee;
- (b) if the facsimile is sent after 5.00 pm, on the next business day; or
- (c) if the facsimile is sent on a day which is not a business day, on the next business day.

41.6 Notices and other documents must be served on the Committee in accordance with clause 41.1. If the Committee appoints a Strata Manager under clause 7, the address and facsimile number of the Strata Manager shall be the address and facsimile number of the Committee, unless otherwise advised by the Committee. If the Committee has not appointed a Strata Manager then the Committee's address and facsimile number shall be as advised by the Committee from time to time.

**42. Amendments to this Strata Management Statement**

42.1 An amendment to this management statement may only be made in the manner provided for in Section 28U of the Strata Schemes (Freehold) Development Act 1973.

**43. Fire-Rated Walls, Floors and Ceilings**

43.1 Certain parts of the Complex (including the boundary walls between the Apartments and the Retail) contain fire-rated walls, floors and ceilings.

43.2 No Member, Owner and/or Occupier shall make any penetration to a fire-rated wall, floors or ceiling without the consent of the Committee.

43.3 If the Committee gives its consent to any penetration of a fire-rated wall, floors or ceiling in accordance with this clause, any work must be carried out in accordance with any conditions of the Committee and all relevant laws, codes, by-laws and statutory requirements.

## Part 8 Interpretation

### 44. Meaning of words

In this management statement unless the contrary intention appears:

**Act** is the *Strata Schemes Management Act 1996* (NSW).

**Apartments** is the strata scheme created on subdivision by strata plan of lot 920 in DP 1076062.

**Apartments Owners Corporation** is the Owners Corporation constituted on registration of the strata plan for the Apartments.

**Architectural Code** is the architectural code adopted by the Committee.

**Caretaker** is the person appointed by the Committee under clause 8.

**Complex** is the land and buildings in lot 170 in DP 1075495.

**business day** is a day on which banks in New South Wales are open for business.

**Committee** is the building management committee established and maintained under clause 4 and required by the *Strata Schemes (Freehold Development) Act 1973* (NSW).

**Common Property** is:

- (a) for the Apartments, common property in the Apartments and the personal property of the Apartments Owners Corporation;
- (b) for the Retail, common property in the Retail and the personal property of the Retail Owners Corporation; and

**Easements** are the easements registered under the Conveyancing Act 1919 (NSW) benefiting and burdening the Apartments and the Retail.

**Financial Member** is a Member who has paid the Committee:

- (a) all of their sinking fund and administrative fund contributions up to date; and
- (b) all other money they owe the Committee under this management statement up to date.

**Government Agency** is a governmental or semi-governmental administrative, fiscal or judicial department or entity.

**Lot** is a Strata Lot or a Stratum Lot.

**Members are:**

- (a) the Apartments Owners Corporation;
- (b) the Retail Owner.

**Occupier is:**

- (a) the occupier or lessee of a Strata Lot; and
- (b) the occupier or lessee of a Stratum Lot (or part of a Stratum Lot).

**Owner is:**

- (a) the owner of a Strata Lot or Stratum Lot; and
- (b) the mortgagee in possession of a Strata Lot or Stratum Lot.

**Owners Corporation** is an owners corporation constituted under the Act.

**Pipes** has the same meaning as in clause 1 of Schedule 1B of the Strata Schemes (Freehold Development) Act 1973.

**Representative** is a natural person appointed by a Member. A Member that is an Owners Corporation must appoint its Representative by a special resolution according to the Act.

**Retail** is Lot 921 in DP 1076062.

**Retail Owner** is the Owner of the Retail.

**Retail Owners Corporation** is the Owners Corporation constituted on registration of the strata plan for the Retail.

**Security Key** is a key, magnetic card or other device or information used in the Complex to open and close doors, gates or locks or to operate alarms, security systems or communication.

**Service** means a service as defined in Section 8AB of the Strata Schemes (Freehold) Development Act 1973.

**Shared Facilities** are the services, facilities, machinery and equipment that two or more Members are entitled to use. They include, but are not limited to, the items listed in schedule 1.

**Strata Lot** is a strata lot in the Apartments or the Retail.

**Strata Manager** is the strata managing agent appointed by the Committee under clause 7 to manage the Complex and perform functions for the Committee.

**Stratum Lot** is a lot in the Complex that has not been subdivided by a strata plan.

**Substitute Representative** is a natural person appointed by a Member by a special resolution according to the Act. A substitute Representative may represent and vote for the Member at meetings of the Committee if the Member's Representative cannot attend a meeting.

**Unanimous Resolution** is a motion passed at a duly convened meeting of the Committee for which no Member casts a vote against.

**Utility Infrastructure** means plant, equipment, Pipes or other apparatus connected with the operation of a Service.

## 45. Interpretation

45.1 In this management statement a reference to:

- (a) a thing includes the whole or each part of it;
- (b) a document includes any variation or replacement of it;
- (c) a day means the period starting at midnight and ending 24 hours later;
- (d) a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them; and
- (e) a person includes their executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assigns.

45.2 A consent under this management statement must be given in writing by the relevant party.

45.3 The singular includes the plural and vice versa.

45.4 Headings do not affect the interpretation of this management statement.

45.5 The Committee may exercise a right, power or remedy at its discretion and separately or with another right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent the Committee from exercising that or any other right, power or remedy. Failure by the Committee to exercise or delay in exercising a right, power or remedy does not prevent its exercise.

45.6 The rights, powers and remedies in this management statement are in addition to those provided by law.

## **SCHEDULE 1**

### **List of Shared Facilities and Division of Costs of Shared Facilities**

The percentages in columns 5 and 6 represent the percentage of the total cost for each Shared Facility that each Member must pay.


<b>No.</b>	<b>Shared Facility</b>	<b>Description</b>	<b>Location</b>	<b>Apartments</b>	<b>Retail</b>
1.	<b>Strata Manager</b>	Functions in accordance with clause 7 of this management statement.	Not applicable	90%	10%
2.	<b>Caretaker</b>	Functions in accordance with clause 8 of this management statement.	Not applicable	90%	10%
3.	<b>Fire Services</b>	Fire sprinkler system, fire hydrants, fire alarm monitoring and warning system, emergency lighting and exit signage.	Throughout the complex.	90%	10%
4.	<b>External Carpark</b>	On-grade carpark	On natural ground level of the Apartments (on Western side of Apartments).	90%	10%
5.	<b>Electrical Distribution Main Switch-board and Distribution System</b>	Electricity mains, electricity boards, electricity risers and associated equipment provided before the meters.	In basement of Apartments	90%	10%
6.	<b>Lighting</b>	Lighting and power supply.	Throughout the Complex.	85%	15%
7.	<b>Sewer Drainage System</b>	Sewer drainage pipes and associated infrastructure.	Throughout the Complex	90%	10%
8.	<b>Storm water</b>	Storm water pipes and associated infrastructure.	Throughout the Complex	90%	10%
9.	<b>Loading Dock</b>	Loading dock and hard stand area.	Ground level, northern side of Complex	50%	50%
10.	<b>Mechanical Services</b>	Exhaust ventilation	Toilet facilities on ground level on western side of Complex	50%	50%
11.	<b>Garbage</b>	Garbage receptacles and/or compactor.	Ground level, northern side of Complex	50%	50%
12.	<b>Service Deck</b>	Service deck (excluding plant and equipment).	Above loading dock	30%	70%



SP73905

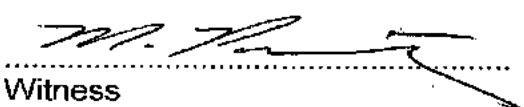
**EXECUTION PAGE**

Executed by South Kingscliff  
Developments Pty Ltd ACN 098  
968 266 by its duly appointed  
Attorney JAMIE TREVOR BOLIC  
under Power of Attorney Number  
Book 4430 No. 878 who certify  
they have no notice of revocation  
of the said power of attorney in the  
presence of:

  
.....  
Witness

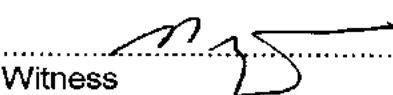
Executed by Capital Finance  
Australia Limited ACN 069 663 136  
by its duly appointed attorneys \_\_\_\_\_

and \_\_\_\_\_  
under Power of Attorney Number  
Book 4288 No 968  
who certify they have no notice of  
revocation of the said power of  
attorney in the presence of:

  
.....  
Witness

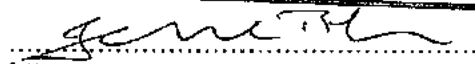
Executed by City Pacific Limited  
ACN 079 453 955 by its duly  
appointed attorneys Stuart

and Handley Kissick  
under Power of Attorney Number  
Book 4424 No 979  
who certify they have no notice of  
revocation of the said power of  
attorney in the presence of:

  
.....  
Witness

TERMS OF INSTRUMENT NOT CHECKED IN  
LAND AND PROPERTY INFORMATION

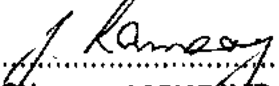


  
.....  
Attorney

Margaret CRAIG Williams  
.....  
Print Name

34-36 GLENFERRIE DRIVE  
.....  
Address ROBINA, 4226

  
.....  
Attorney ANDREW FRANCIS OAKES  
ADMINISTRATION MANAGER

  
.....  
Attorney GREGORY DAVID RAMSAY  
STATE MANAGER

**MARGARET PARTRIDGE**  
.....  
Print Name  
**LEVEL 10, 127 CREEK ST**  
**BRISBANE QLD 4000**  
.....  
Address

  
.....  
Attorney

~~Attorney~~  
.....  
Norm Yorston  
.....  
Print Name  
34-36 Glenferrie Dr Robina QLD  
.....  
Address

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 3 sheets)

## SP73905

Subdivision covered by Council's Certificate No  
~~SSCA10061~~ of 2004

Full name and address of  
Owner of the land

South Kingscliff Developments Pty Ltd ACN 098  
968 266 C/- Ray Group Pty Ltd, 34-36 Glenferrie  
Drive, Robina Qld 4226

Full name and address of  
mortgagee of the land:

Capital Finance Australia Limited ACN 069 663  
136, Level 10, 127 Creek Street, Brisbane, Qld,  
4000

City Pacific Limited ACN 079 453 955, Santa  
Cruz House, 56 – 60 Santa Cruz Boulevard,  
Clear Island Waters, Qld, 4226

### 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 personal access	Common Property	Lot 921 in DP 1076062
2	Restriction(s) on the use of land	Each lot	Tweed Shire Council

### Part 2 (Terms)

1. Terms of Easement for Personal Access firstly referred to in the abovementioned plan:
  - 1.1 An easement for personal access in the terms of that under Section 8AB of the Strata Schemes (Freehold Development) Act 1973 is created in respect of that part of the lot burdened shown in the abovementioned plan as "easement for personal access" and identified by the letter "A".
  - 1.2 The owner of the lot which obtains the benefit of the right of personal access must carry out the obligations in respect of the right of personal access referred to in Section 4(1) of Schedule 1B of the Strata Schemes (Freehold Development) Act 1973. The costs of maintenance and repair referred to in Section 7 of Schedule 1B of the Strata Schemes (Freehold Development) Act 1973 must be borne by the owner of the lot burdened. Any plant and equipment located on the easement area shall be maintained and repaired by the owner of the lot which benefits from such plant and equipment at its cost.

# SP73905

(Sheet 2 of 3 sheets)

2. Terms of Restriction on Use secondly referred to in the abovementioned plan:

Occupation or use of each lot burdened must not commence until a final occupation certificate under Section 109M of the Environmental Planning and Assessment Act 1979 permitting occupation or use of that lot has been issued in accordance with the relevant development consent

Name of Person whose consent is required to release, vary or modify easement firstly referred to in the abovementioned plan:

South Kingscliff Developments Pty Ltd ACN 098 968 266

Name of Person whose consent is required to release, vary or modify restriction secondly referred to in the abovementioned plan:

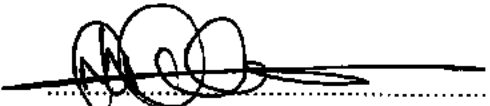
Tweed Shire Council

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

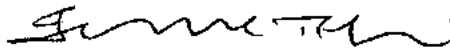
Tweed Shire Council

Executed by South Kingscliff Developments Pty Ltd ACN 098 968 266 )

Executed by South Kingscliff Developments Pty Ltd ACN 098 968 266 by its duly appointed attorney ANTHONY WILLIAM HICKEY/BRADLEY JAMES ~~SALE/JAMIE TREVOR BOLIC~~ under Registered Power of Attorney Book 4379 No. 179 who certifies that he has received no notice of revocation of such Power of Attorney. \*4430 No 878



.....  
Sole Director and Sole Secretary  
Witness



MATTHEW CRAIG WILLIAMS

Print Name  
34-36 Glenferrie Dr Robina Qld 4226

Executed by Capital Finance Australia Limited ACN 069 663 136 by its duly appointed attorneys )

.....  
Attorney GREGORY DAVID RAMSAY  
STATE MANAGER

and )  
under Power of Attorney Number )

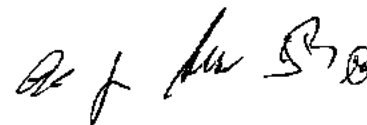
Book 4288 No 968 )

.....  
Attorney ANDREW FRANCIS OAKES  
ADMINISTRATION MANAGER

who certify they have no notice of revocation of the said power of attorney in the presence of:

.....  
Witness

MARGARET PARTRIDGE  
.....  
Print Name



# SP73905

(Sheet 3 of 3 sheets)

Executed by City Pacific Limited ACN )  
079 453 955 as trustee by its )  
only appointed attorney )  
Stuart Handley Kissick )  
under power of attorney )  
Book 4424 No 979 who declares )  
he has no notification of the )  
revocation of the power of attorney )

.....  
Sole Director & Sole Secretary/Director

*Stuart Handley Kissick*  
.....  
Director/Secretary  
Attorney

*Norm Forster*  
.....  
Witness

Print Name  
34-36 GLENFERRIE DRIVE.  
ROBINA, Q.D., 4226.

.....  
Print Name

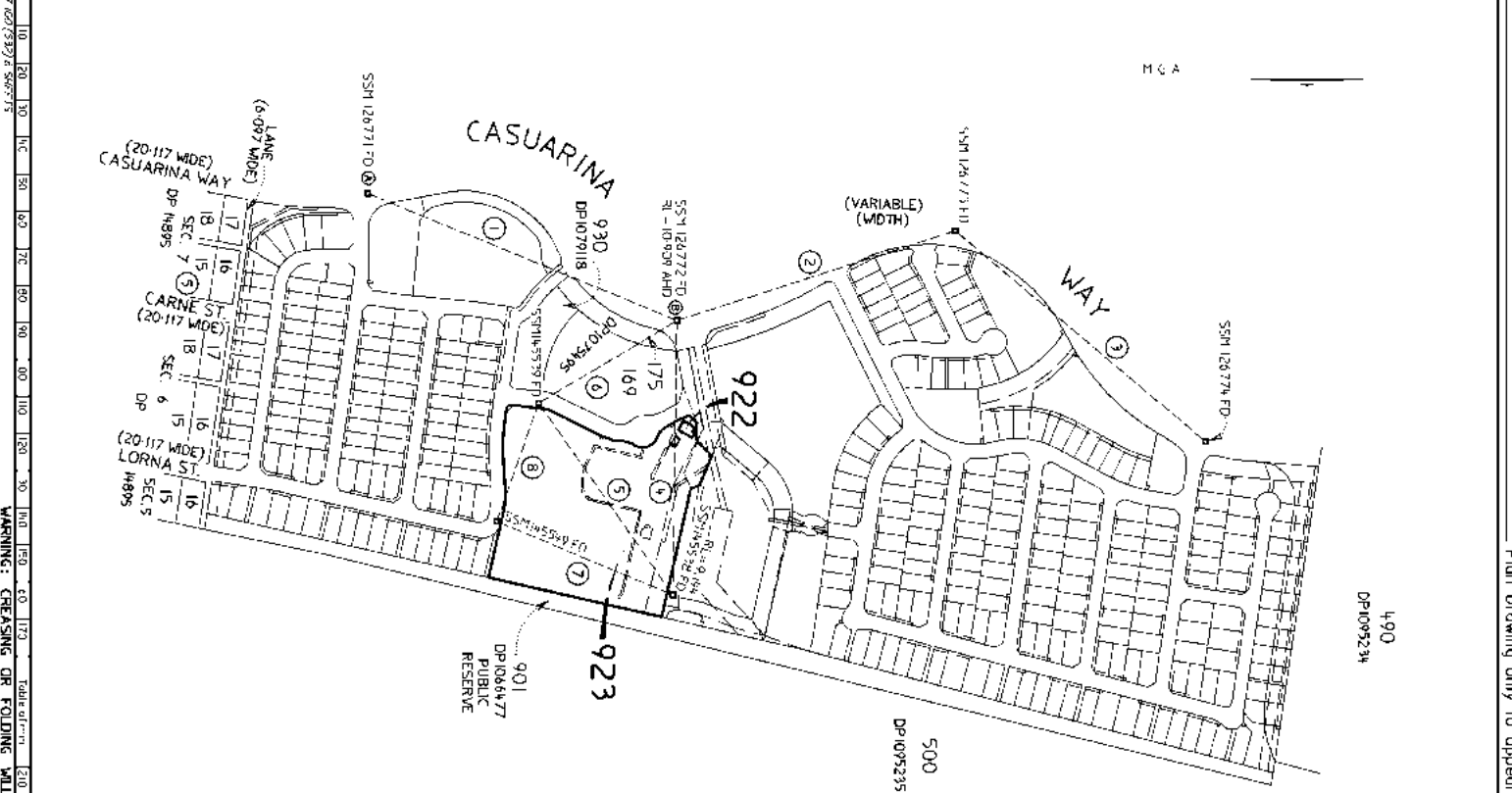
*[Signature]*  
.....  
Tweed Shire Council  
Authorised Person/General Manager



*[Handwritten initials]*

SIGNATURES AND SEALS ONLY  
FOR SIGNATURES, SEALS AND CERTIFICATES  
SEE SIGNATURES FORM

DP1113023  
Office of the Registrar-General / Src: TRI Search / Ref: Malls Sale Kingscliff



**CONNECTIONS**

LINE	BEARING	DIST.
1	221°05'55"	340.988
2	34°20'08.00"	315.555
3	40°05'10.27"	353.038
4	90°51'42"	284.243
5	215°01'43"	252.788
6	51°41'17.3"	173.856
7	202°18'17.7"	204.001
8	289°29'08.7"	195.602

**AHD71 HEIGHTS**

SURVEYING	REGULATION	2001	CLAUSE	40 & 47
MARK			10-909	L/C
SSM 126 772			9-114	B
SSM 1455398				L3

SOURCE: AHD 71 HEIGHTS ADOPTED FROM S.C.L.H.S. 13/4/2007

**NICA CO-ORDINATES**

MARK	SURVEYING	REGULATION	2001	CLAUSE	32 (2)
SSM 126 771					A
SSM 126 772					A
SSM 126 773					A
SSM 126 774					A
SSM 1455398					C
SSM 1455399					C
SSM 1455398					C
SSM 1455399					C

SOURCE: M64 CO-ORDS ADOPTED FROM S.C.L.H.S. 13/4/2007  
CONVB SCALE FACTOR 0.999438

**PERMANENT MARK COMPARISONS**

LINE	BEARING-DIST (MGA GROUND)	BEARING-DIST (SURVEY)
SSM126771-SSM126772	221°05'55" 340.988	221°05'55" 340.988
SSM126772-SSM126773	34°20'08.00" 315.555	34°20'08.00" 315.555
SSM126773-SSM126774	40°05'10.27" 353.038	40°05'10.27" 353.038
SSM126772-SSM1455398	90°51'42" 284.243	90°51'42" 284.243
SSM1455398-SSM1455399	215°01'43" 252.788	215°01'43" 252.788
SSM1455399-SSM126772	51°41'17.3" 173.856	51°41'17.3" 173.856
SSM1455398-SSM1455399	202°18'17.7" 204.001	202°18'17.7" 204.001
SSM1455399-SSM1455398	289°29'08.7" 195.602	289°29'08.7" 195.602

Registered: 18.3.2008  
C.A.: SEE CERTIFICATE  
Title System: TORRENS  
Purpose: SUBDIVISION  
Ref. Map: X5487.44  
Last Plan: DP1076082  
SP73805

**PLAN OF STRATON SUBDIVISION OF COMMON PROPERTY IN SP73905**

Length of grain matter: Reduction Ratio: 1:4000

LGA: TWEED  
Locality: KINGSCLIFF  
Parish: CUDGEN  
County: ROUS

This is sheet 1 of a project in 6 sheets  
(Order of 11, unclassified).

Surveyor/Registration: 2007  
1. GERTREY JAMES THOMPSON  
OF MICHAEL GROUP SERVICES PTY. LTD. A.C.N.061 750 132  
Surveyor/Registration: 2002  
2. MICHAEL GROUP SERVICES PTY. LTD. A.C.N.061 750 132  
Surveyor/Registration: 2002  
This plan is made in accordance with the Survey Regulation  
2007 and was completed on 16/4/2007.  
The survey number is: LOTS 922 & 923

These plans have not been registered or approved for land  
titles purposes. They are for information only.  
Owner: A-B  
Zone: Urban  
Easements: SEE SIGNATURES FORM  
New survey regulation 2007  
New survey regulation 2002

Plans used in preparation of survey/completion  
DP1046477, DP1025495, DP1076082,  
DP1079118, DP1087716, SP73905

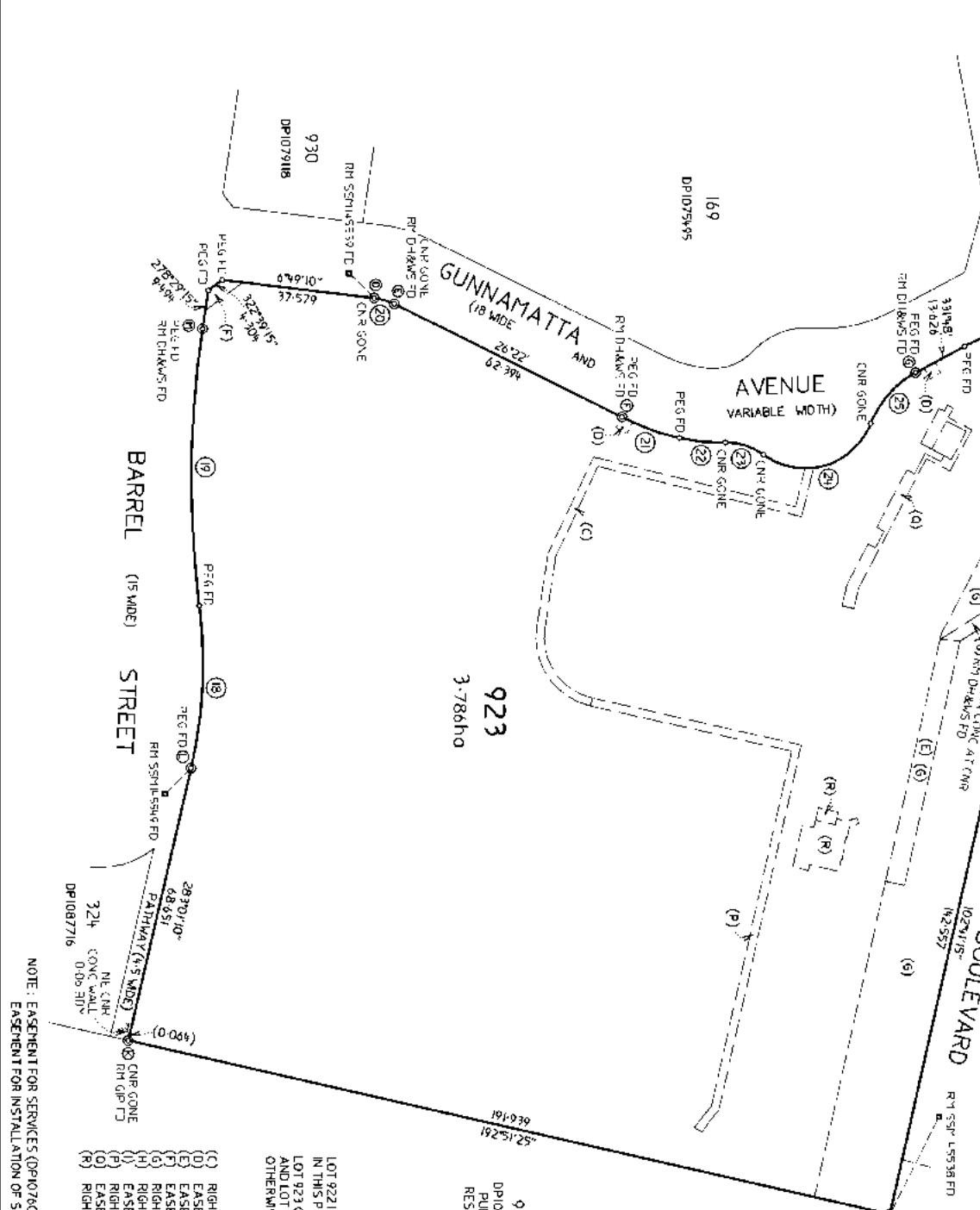
**NOTE FOR USE ONLY for statements of intention to dedicate public roads or public reserves, drainage easements, restrictions on the use of land or positive covenants.**

**CURVED BOUNDARIES**

LINE NO	BEARING	DIST	RADIUS	ARC LENGTH
18	272°56'05"	39.916	1.1	40.123
9	270°00'00"	68.012	250	68.224
20	167°15'55"	5.127	15.25	5.203
21	201°13'45"	15.038	51.55	15.092
22	52°09'45"	11.558	45.38	11.423
23	175°12'20"	9.703	17.23	9.944
24	44°12'00"	27.44	17.25	31.028
25	212°28'15"	16.675	24	17.03
26	336°56'30"	11.993	7	11.517

**REFERENCE TO CORNERS**

COR	BEARING	DISTANCE	FROM
L	144°16'15"	8.455	R11 S57° 45' 30" E (DP107595)
E	107°33'05"	2.853	R11 D146° 11' 30" E (DP107595)
F	108°00'00"	17.17	R11 D146° 11' 30" E (DP107595)
G	145°30'05"	3.534	R11 D146° 11' 30" E (DP107595)
H	27°28'25"	15.741	R11 D146° 11' 30" E (DP107595)
I	59°20'05"	3.865	R11 D146° 11' 30" E (DP107595)
J	127°56'15"	6.414	R11 D146° 11' 30" E (DP107595)
K	159°25'55"	17.42	R11 D146° 11' 30" E (DP107595)
L	151°31'50"	0.371	R11 D146° 11' 30" E (DP107595)
M	182°37'00"	6.449	R11 D146° 11' 30" E (DP107595)
N	116°31'15"	1	R11 S57° 45' 30" E (DP107595)
O	103°00'00"	1	R11 S57° 45' 30" E (DP107595)
P	107°12'40"	2.903	R11 S57° 45' 30" E (DP107595)
Q	180°00'00"	12.49	R11 D146° 11' 30" E (DP107595)



- LOT 922 IS LIMITED IN STRAIGHT IN THE MANNER DEPICTED IN THIS PLAN.
- LOT 923 COMPRISES THE STRAIGHT ABOVE AND BELOW LOT 922 AND LOT 921 IN DP107595 AND IS EXCLUSIVE OF THESE LOTS BUT OTHERWISE UNLIMITED IN HEIGHT AND DEPTH.
- (C) RIGHT OF PERSONAL ACCESS 2 M (DP1107916)
  - (D) EASEMENT TO DRAIN SEWAGE 3 M (DP107595)
  - (E) EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH (DP107595)
  - (F) EASEMENT TO DRAIN SEWAGE 1.5 M (DP107595)
  - (G) RIGHT OF CARRIAGEWAY 19 M & VARIABLE WIDTH (DP107595)
  - (H) EASEMENT TO DRAIN WATER 6 M (DP1066477)
  - (I) EASEMENT TO DRAIN WATER 6 M (DP1066477)
  - (J) EASEMENT TO DRAIN WATER 6 M (DP1066477)
  - (K) EASEMENT FOR USE VARIABLE WIDTH (DP107917) (BASEMENT FLOOR)
  - (L) EASEMENT FOR USE VARIABLE WIDTH (DP107917) (BASEMENT FLOOR)
  - (M) RIGHT OF PERSONAL ACCESS (SP 79905 FIRST FLOOR)
  - (N) RIGHT OF PERSONAL ACCESS (SP 79905 FIRST FLOOR)
  - (O) RIGHT OF PERSONAL ACCESS (SP 79905 FIRST FLOOR)

**DP1113023**

Registered: 18.3.2008

This is sheet 2 of my plan of 6 sheets

Dated 16/4/2007

SEE SIGNATURES FROM:

Surveyor reference under Surveying Act, 2002

This is sheet 2 of my plan of 6 sheets

Prepared by: Subdivision and Reference No. 41

SEE SIGNATURES FROM:

Authorised Registrar / Surveyor / Associate Registrar

For use where space is not provided in or a

boxed or plain form 2

Production Ref: 1 800

Plan Drawing only to appear in this space

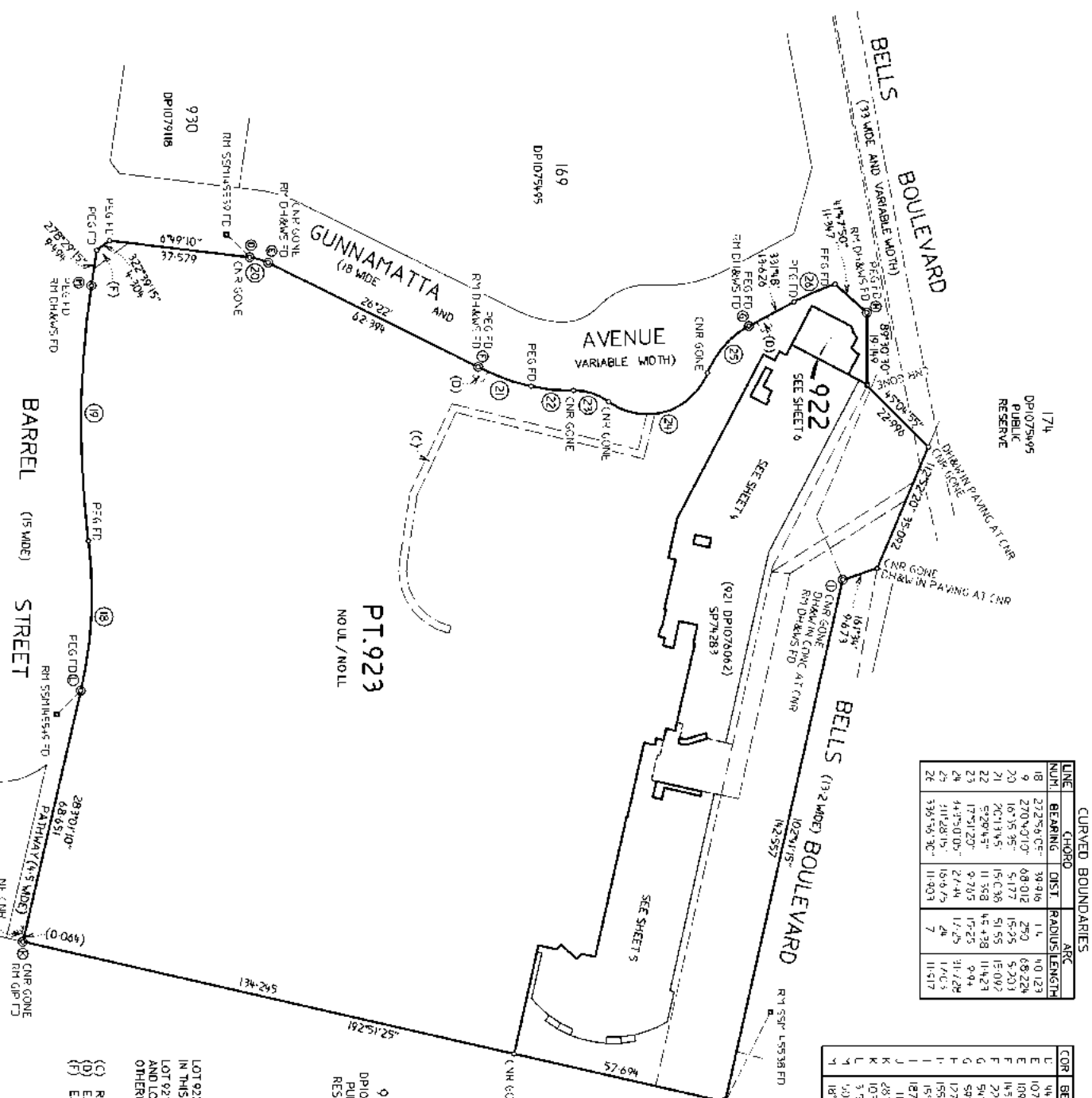
SP 79905 PUBLIC RESERVE

CURVED BOUNDARIES

LINE NO.	BEARING	CHORD DIST.	ARC RADIUS	ARC LENGTH
18	272°56'05"	39.916	1.1	140.123
9	270°00'00"	68.012	25.0	68.224
20	167°15'55"	5.127	51.55	5.203
21	201°13'45"	15.038	45.158	15.002
22	52°09'45"	11.588	45.138	11.423
23	173°12'20"	9.783	17.23	9.94
24	44°30'00"	16.675	17.25	31.728
25	210°28'15"	19.474	24	17.403
26	336°56'30"	11.993	7	11.517

REFERENCE TO CORNERS

COR	BEARING	DISTANCE	FROM
L	140°14'15"	8.455	RM SSP' L5538 FD (DP107918)
E	107°33'05"	2.853	RM D&W IN K3 FD (DP107945)
F	108°10'37"	17.17	RM D&W IN K3 FD (DP107945)
G	145°35'05"	3.534	RM D&W IN K3 FD (DP107945)
H	27°28'25"	15.741	RM D&W IN K3 FD (DP107945)
I	59°21'05"	3.865	RM D&W IN K3 FD (DP107945)
J	127°56'55"	6.514	RM D&W IN K3 FD (DP107945)
K	159°25'55"	17.42	RM D&W IN K3 FD (DP107945)
L	151°34'50"	0.571	RM D&W IN K3 FD (DP107945)
M	187°37'00"	6.489	RM D&W IN K3 FD (DP107945)
N	116°33'15"	26.921	RM SSP' L5538 FD (DP107945)
O	103°01'00"	1	RM SSP' L5538 FD (DP107945)
P	107°12'40"	2.983	RM D&W IN K3 FD (DP107945)
Q	180°00'00"	12.49	RM D&W IN K3 FD (DP107945)



- LOT 922 IS LIMITED IN STRUTUM IN THE MANNER DEPICTED IN THIS PLAN.
- LOT 923 COMPRISES THE STRUTUM ABOVE AND BELOW LOT 922 AND LOT 921 IN DP1079062 AND IS EXCLUSIVE OF THESE LOTS BUT OTHERWISE UNLIMITED IN HEIGHT AND DEPTH.
- (C) RIGHT OF PERSONAL ACCESS 2 WIDE (DP107918)
  - (D) EASEMENT TO DRAIN SEWAGE 3 WIDE (DP107945)
  - (F) EASEMENT TO DRAIN SEWAGE 3.5 WIDE (DP107945)

NOTE: EASEMENT FOR SERVICES (DP1079062) AFFECTS THE WHOLE OF LOTS 922 & 923 AND LOT 921 IN DP1079062 AND IS EXCLUSIVE OF THESE LOTS BUT OTHERWISE UNLIMITED IN HEIGHT AND DEPTH.

Registered: 18.3.2008

This is sheet 3 of my plan of 6 sheets

Dated 16/4/2007

SEE SIGNATURES FROM:

Surveyor registered under Surveying Act, 2002

This is sheet 3 of my plan of 6 sheets

Prepared by: Subdivision and Reference No. 41

SEE SIGNATURES FROM:

Authorised Registrar / General Manager / Executive Officer

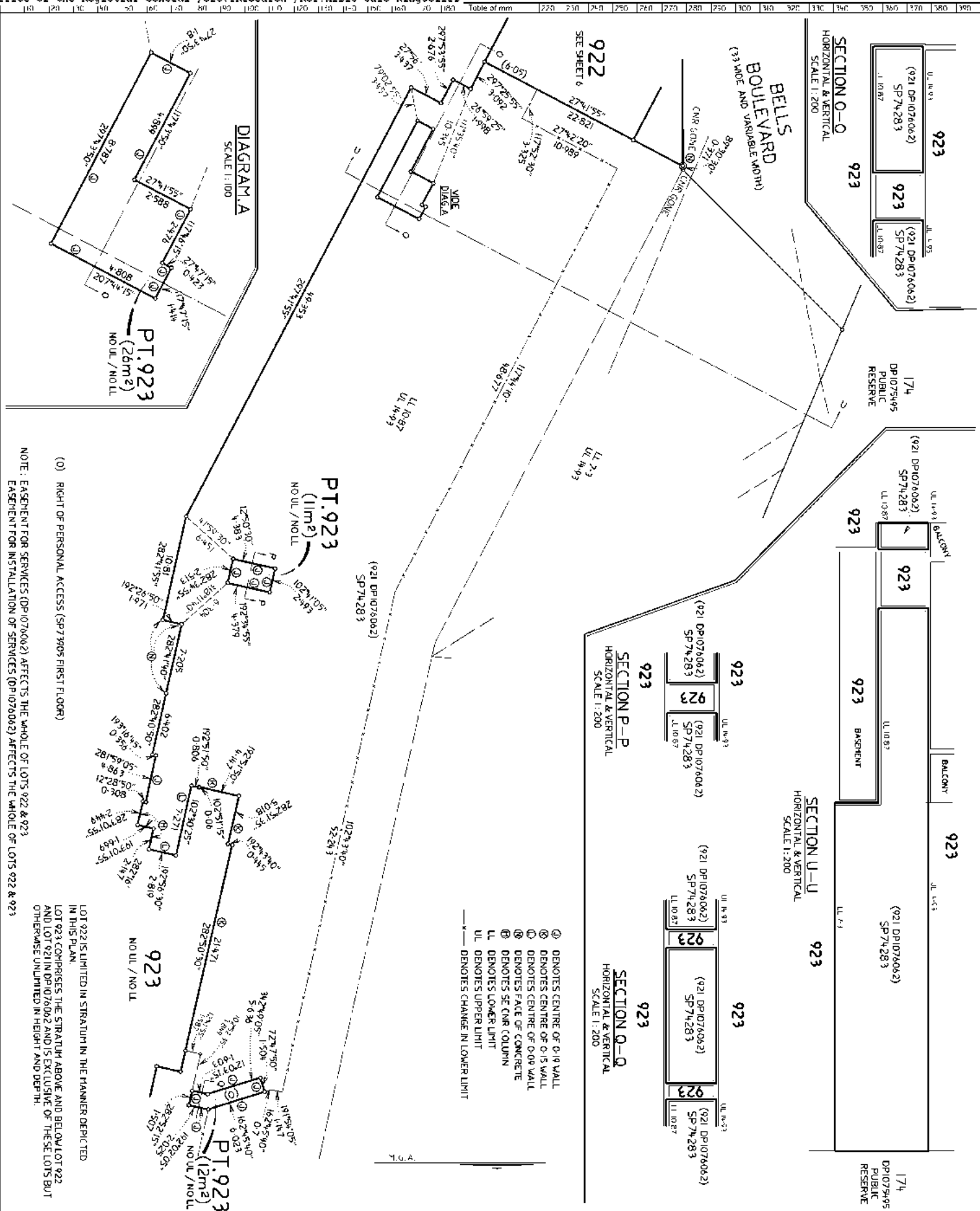
For use where space is not sufficient in Form 4

Download on High Form 4

DP1113023

Production Ratio: 1 800

Scale: 2:1000



- ⊙ DENOTES CENTRE OF CUR WALL
- ⊙ DENOTES CENTRE OF 0.15 WALL
- ⊙ DENOTES CENTRE OF 0.09 WALL
- ⊙ DENOTES FACE OF CONCRETE
- ⊙ DENOTES SE CUR COLUMN
- UL DENOTES UPPER LIMIT
- LL DENOTES LOWER LIMIT
- DENOTES CHANGE IN LOWER LIMIT

NOTE: EASEMENT FOR SERVICES (DP1076062) AFFECTS THE WHOLE OF LOTS 922 & 923  
 EASEMENT FOR INSTALLATION OF SERVICES (DP1076062) AFFECTS THE WHOLE OF LOTS 922 & 923

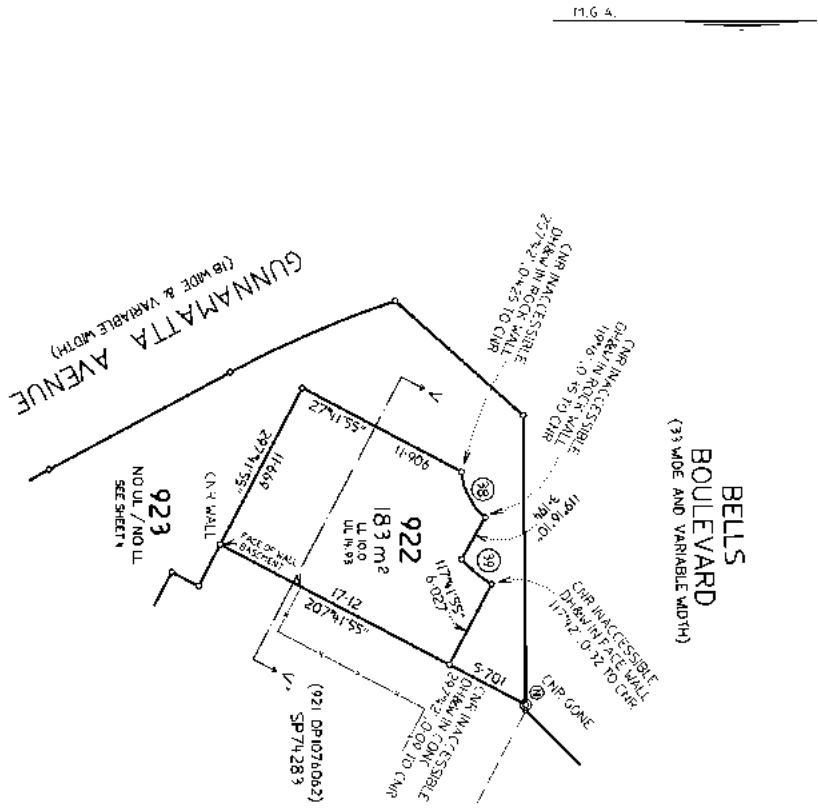
(O) RIGHT OF PERSONAL ACCESS (SP73905 FIRST FLOOR)

LOT 922 IS LIMITED IN STRUTUM IN THE MANNER DEPICTED IN THIS PLAN.  
 LOT 923 COMPRISES THE STRUTUM ABOVE AND BELOW LOT 922 AND LOT 921 IN DP1076062 AND IS EXCLUSIVE OF THESE LOTS BUT OTHERWISE UNLIMITED IN HEIGHT AND DEPTH.

DP1113023 Registered: 18.3.2008 This is sheet 4 of my plan of 6 sheets dated 16/4/2007 This is sheet 4 of my plan of 6 sheets enclosed by subdivision and finance No. 41 See SIGNATURES FORM. See SIGNATURES FORM. See SIGNATURES FORM. Authorised Registrar/General Manager/Assistant Registrar For use where a space is not provided in or a based on plan form 4.	DP1113023 Registered: 18.3.2008 This is sheet 4 of my plan of 6 sheets dated 16/4/2007 This is sheet 4 of my plan of 6 sheets enclosed by subdivision and finance No. 41 See SIGNATURES FORM. See SIGNATURES FORM. See SIGNATURES FORM. Authorised Registrar/General Manager/Assistant Registrar For use where a space is not provided in or a based on plan form 4.
---	---





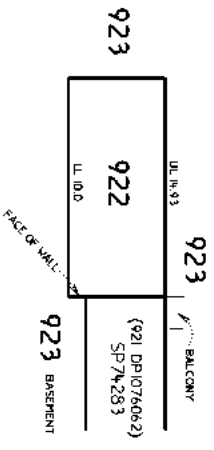


REFERENCE TO CORNERS

CORNER	BEARING	DISTANCE	FROM
N	85°30'15"	2	R/L C/P

CURVED BOUNDARIES

LINE NO.	CHORD BEARING	DIST	RADIUS	ARC LENGTH
38	62°19'25"	3.381	1.449	3.468
39	39°31'20"	2.474	7.387	2.582



NOTE: LOT 922 IS UNLIMITED IN STRUTUM IN THE MANNER DEPICTED IN THIS PLAN.  
 LOT 923 COMPRISES THE STRUTUM ABOVE AND BELOW LOT 922 AND LOT 921 IN DP1076062 AND IS EXCLUSIVE OF THESE LOTS BUT OTHERWISE UNLIMITED IN HEIGHT AND DEPTH.  
 NOTE: EASEMENT FOR SERVICES (DP1076062) AFFECTS THE WHOLE OF LOTS 922 & 923  
 EASEMENT FOR INSTALLATION OF SERVICES (DP1076062) AFFECTS THE WHOLE OF LOTS 922 & 923

Registered: 18.3.2008  
 This is sheet 6 of my plan of 6 sheets  
 Dated 16/4/2007  
 SEE SIGNATURES FORM.  
 Surveyor registered under Surveying Act, 2002  
 This is sheet 6 of my plan of 6 sheets  
 prepared by Subdivision and Reserve No. 41  
 SEE SIGNATURES FORM.  
 Authorised Region / Surveying / Accredited Surveyor  
 For use where a space is not provided in or a  
 panel on this form.  
 Production Ratio: 1:250  
 Size: 210 x 297 mm (A4) - 276 x 396 mm (A3)

**CERTIFICATES, SIGNATURES AND SEALS**

Sheet 1 of 1 sheet(s)

**PLAN OF  
 STRATUM SUBDIVISION OF  
 COMMON PROPERTY IN SP73905**

**DP1113023**

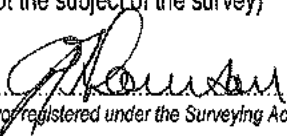
Registered:  18.3.2008

**Surveying Regulation, 2001**

I **GEOFFREY JAMES THOMSON**  
 of **MICHEL GROUP SERVICES PTY LTD A.C.N. 061 750 132**  
 a surveyor registered under the *Surveying Act, 2002*, certify that the  
 survey represented in this plan is accurate, has been made in  
 accordance with the *Surveying Regulation, 2001* and was completed  
 on: **16/4/2007**



The survey relates to  
**LOTS 922 & 923**

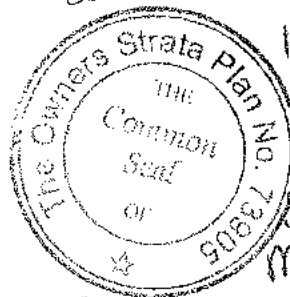
(specify the land actually surveyed or specify any land shown in the  
 plan that is not the subject of the survey)

Signature  Dated: **4/5/2007**  
 Surveyor registered under the *Surveying Act, 2002*

Datum Line: **A-B**  
 Type: **Urban**

**SIGNATURES, SEALS and STATEMENTS of intention  
 to dedicate public roads or to create public reserves  
 and drainage reserves.**

The common seal of the Owners  
 of Strata Plan No 73905  
 - CHAIRPERSON  
 was hereto affixed  
 20/6/07  
 SECRETARY



In the presence of  
 being the person(s)  
 authorised by s238  
 of the Strata Schemes  
 Management Act

1996 to attest the affixing  
 of the seal.

**Crown Lands NSW/Western Lands Office Approval**

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

Signature:.....  
 Date:.....  
 File Number:.....  
 Office:.....

**Subdivision Certificate**

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

the proposed **SUBDIVISION** set out herein  
 (insert 'subdivision' or 'new road')

\* Authorised Person/General Manager/Accredited Certifier

Consent Authority: **Tweed Shire Council**  
 Date of Endorsement: **6 July 2007**  
 Accreditation no: .....  
 Subdivision Certificate no: **SC07/0022**  
 File no: **DA06/1387**

\* Delete whichever is inapplicable.

Use PLAN FORM 6A for additional  
 certificates, signatures and seals

SURVEYOR'S REFERENCE: **8145-276**

\* OFFICE USE ONLY

STRATA PLAN FORM 1

WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

**STRATA CERTIFICATE**  
 TWEED SHIRE COUNCIL  
 Name of Council: Accredited Certificate: TWEED SHIRE COUNCIL  
 being satisfied that the requirements of the  
 Strata Schemes (Freehold Development) Act 1973  
 Strata Schemes (Leasehold Development) Act 1986  
 have been complied with, approves of the proposed:  
 Strata plan  
 Registered plan of subdivision:  
 illustrated in the enclosure to this certificate.  
 The accredited certificate is satisfied that the plan is consistent with  
 or (reason 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, however, is not satisfied that the plan  
 complies with any applicable conditions of any development consent  
 and that the plan gives effect to the scope of the strata development  
 contract to which it relates.  
 The Council does not intend to the enclosure of the building  
 beyond the alignment of.....  
 The accredited certificate is satisfied that the building complies with a  
 reason development consent in force that allows the enclosurement.  
 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 things, motor vehicles or goods and not for human  
 occupation as a residence, office, shop or the like) is restricted to  
 the proprietor/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: 19 November 2004  
 Subdivision No: 52007/0061  
 Accreditation No:.....  
 Reason Development Consent No: D805/1423  
 Issued by: TWEED SHIRE COUNCIL  
 Authorised Person: *[Signature]*  
 \* Complete, or delete if applicable

**SURVEYOR'S CERTIFICATE**  
 I, GARETH REY JAMES THOMAS, of MICHEL GROUP SERVICES PTY LTD, a surveyor registered under the Surveyors Act 2002, hereby certify that:  
 (1) each applicable requirement of Schedule 1A to the Strata Schemes (Freehold Development) Act 1973 or Schedule 1A to the Strata Schemes (Leasehold Development) Act 1986 has been met;  
 (2) the building envelope on a public place;  
 (3) the building envelope on a public place;  
 (4) the building envelope on a public place;  
 (5) the building envelope on a public place;  
 (6) the building envelope on a public place;  
 (7) the building envelope on a public place;  
 (8) the building envelope on a public place;  
 (9) the building envelope on a public place;  
 (10) the building envelope on a public place;  
 (11) the building envelope on a public place;  
 (12) the building envelope on a public place;  
 (13) the building envelope on a public place;  
 (14) the building envelope on a public place;  
 (15) the building envelope on a public place;  
 (16) the building envelope on a public place;  
 (17) the building envelope on a public place;  
 (18) the building envelope on a public place;  
 (19) the building envelope on a public place;  
 (20) the building envelope on a public place;  
 (21) the building envelope on a public place;  
 (22) the building envelope on a public place;  
 (23) the building envelope on a public place;  
 (24) the building envelope on a public place;  
 (25) the building envelope on a public place;  
 (26) the building envelope on a public place;  
 (27) the building envelope on a public place;  
 (28) the building envelope on a public place;  
 (29) the building envelope on a public place;  
 (30) the building envelope on a public place;  
 (31) the building envelope on a public place;  
 (32) the building envelope on a public place;  
 (33) the building envelope on a public place;  
 (34) the building envelope on a public place;  
 (35) the building envelope on a public place;  
 (36) the building envelope on a public place;  
 (37) the building envelope on a public place;  
 (38) the building envelope on a public place;  
 (39) the building envelope on a public place;  
 (40) the building envelope on a public place;  
 (41) the building envelope on a public place;  
 (42) the building envelope on a public place;  
 (43) the building envelope on a public place;  
 (44) the building envelope on a public place;  
 (45) the building envelope on a public place;  
 (46) the building envelope on a public place;  
 (47) the building envelope on a public place;  
 (48) the building envelope on a public place;  
 (49) the building envelope on a public place;  
 (50) the building envelope on a public place;  
 (51) the building envelope on a public place;  
 (52) the building envelope on a public place;  
 (53) the building envelope on a public place;  
 (54) the building envelope on a public place;  
 (55) the building envelope on a public place;  
 (56) the building envelope on a public place;  
 (57) the building envelope on a public place;  
 (58) the building envelope on a public place;  
 (59) the building envelope on a public place;  
 (60) the building envelope on a public place;  
 (61) the building envelope on a public place;  
 (62) the building envelope on a public place;  
 (63) the building envelope on a public place;  
 (64) the building envelope on a public place;  
 (65) the building envelope on a public place;  
 (66) the building envelope on a public place;  
 (67) the building envelope on a public place;  
 (68) the building envelope on a public place;  
 (69) the building envelope on a public place;  
 (70) the building envelope on a public place;  
 (71) the building envelope on a public place;  
 (72) the building envelope on a public place;  
 (73) the building envelope on a public place;  
 (74) the building envelope on a public place;  
 (75) the building envelope on a public place;  
 (76) the building envelope on a public place;  
 (77) the building envelope on a public place;  
 (78) the building envelope on a public place;  
 (79) the building envelope on a public place;  
 (80) the building envelope on a public place;  
 (81) the building envelope on a public place;  
 (82) the building envelope on a public place;  
 (83) the building envelope on a public place;  
 (84) the building envelope on a public place;  
 (85) the building envelope on a public place;  
 (86) the building envelope on a public place;  
 (87) the building envelope on a public place;  
 (88) the building envelope on a public place;  
 (89) the building envelope on a public place;  
 (90) the building envelope on a public place;  
 (91) the building envelope on a public place;  
 (92) the building envelope on a public place;  
 (93) the building envelope on a public place;  
 (94) the building envelope on a public place;  
 (95) the building envelope on a public place;  
 (96) the building envelope on a public place;  
 (97) the building envelope on a public place;  
 (98) the building envelope on a public place;  
 (99) the building envelope on a public place;  
 (100) the building envelope on a public place;  
 THIS IS SHEET 1 OF MY PLAN IN 33 SHEETS.  
 Signature: *[Signature]*  
 Date: 11/11/2004  
 \* Delete if inapplicable  
 \* Strike out whichever is inapplicable

**SCHEDULE OF UNIT ENTITLEMENT**  
 Model By-Laws adopted for the scheme:  
 - Keeping of Animals - Option A/B/C  
 - Schedule of By-Laws in 31 sheets filed with plan  
 - No By-Laws apply  
 \* Strike out whichever is inapplicable

PLAN OF SUBDIVISION OF LOT 920 IN DP 10716062  
 LGA: TWEED Suburb/Locality: KINGSCLIFF  
 Parish: CUDGEN 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: 73905  
 C/- STEWART SILVER KING & BURNS PTY. LTD.  
 P.O. BOX 1606  
 KINGSCLIFF N.S.W. 2487

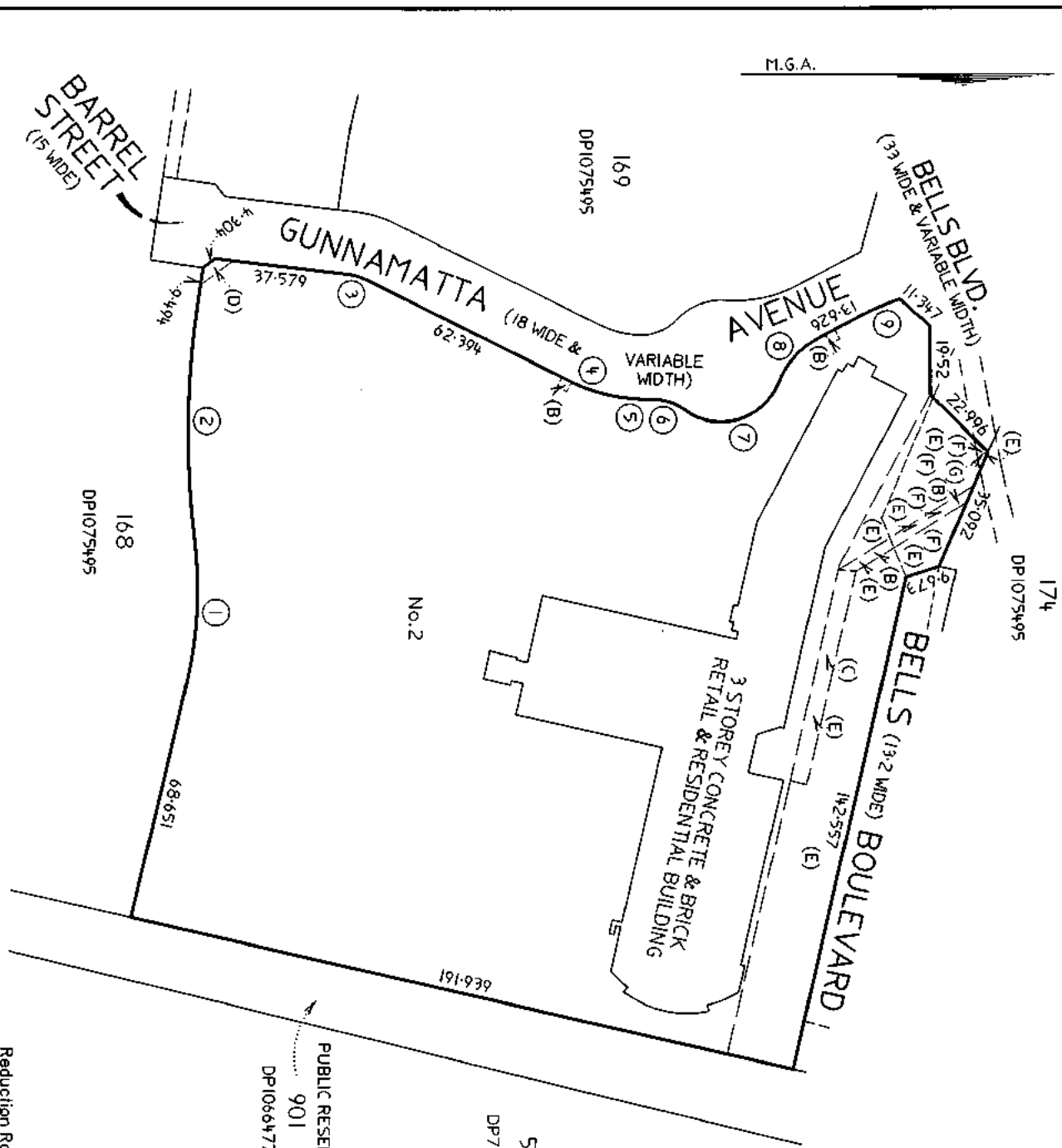
**FOR LOCATION PLAN SEE SHEETS 2-5**  
 Executed by City Real Estate Limited (CN0792453) as trustee by its duly appointed attorney Gary Handley Kissick under power of attorney book 4424 No 979 who declares he has no notification of the revocation of the power of attorney.  
 Executed by Capital Finance Australia Limited ACN 064 663 186 by its duly appointed attorney Gregory David Ramsay as trustee by its duly appointed attorney Andrew Francis Dames under power of attorney book 4285 No 968 who declares that they have no notice of revocation of the said power of attorney in the presence of:  
 MARGARET PATRIDGE WITNESS  
 LEVEL 10, 127 CREEK ST  
 BRISBANE QLD 4000  
 Executed by City Real Estate Limited (CN0792453) as trustee by its duly appointed attorney Gary Handley Kissick under power of attorney book 4424 No 979 who declares he has no notification of the revocation of the power of attorney.  
 Executed by Capital Finance Australia Limited ACN 064 663 186 by its duly appointed attorney Gregory David Ramsay as trustee by its duly appointed attorney Andrew Francis Dames under power of attorney book 4285 No 968 who declares that they have no notice of revocation of the said power of attorney in the presence of:  
 MARGARET PATRIDGE WITNESS  
 LEVEL 10, 127 CREEK ST  
 BRISBANE QLD 4000

SURVEYOR'S REFERENCE: 8145-10, Checkis!

SEE SHEET 6

**SP73905**

**BASEMENT LEVEL  
LOCATION PLAN**



**CURVED BOUNDARIES**

LINE NUM.	BEARING	CHORD DIST.	RADIUS	ARC LENGTH
1	272°55'50"	39.918	114	40.123
2	270°39'55"	68.012	250	68.224
3	16°35'20"	8.177	15.25	5.203
4	200°13'30"	15.038	51.55	15.092
5	52°29'30"	11.398	49.438	11.423
6	175°11'05"	9.765	15.25	9.94
7	34°34'49"50"	27.441	17.25	31.728
8	211°28'	16.875	24	17.03
9	336°36'15"	11.903	71	11.917

LOT 920 IS A STRATUM LOT

NOTE: EASEMENTS (H) & (I) AFFECT THE WHOLE OF COMMON PROPERTY.

- (B) EASEMENT TO DRAIN SEWAGE 3 WIDE (DP1075495)
- (C) EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH (DP1075495)
- (D) EASEMENT TO DRAIN SEWAGE 3.5 WIDE (DP1075495)
- (E) RIGHT OF CARRIAGEWAY 19 WIDE & VARIABLE WIDTH (DP1075495)
- (F) RIGHT OF ACCESS 20.2 WIDE & VARIABLE WIDTH (DP1066477)
- (G) EASEMENT TO DRAIN WATER 6 WIDE (DP1066477)
- (H) EASEMENT FOR SERVICES (DP)
- (I) EASEMENT FOR INSTALLATION OF SERVICES (DP)

Reduction Ratio: 1:1250

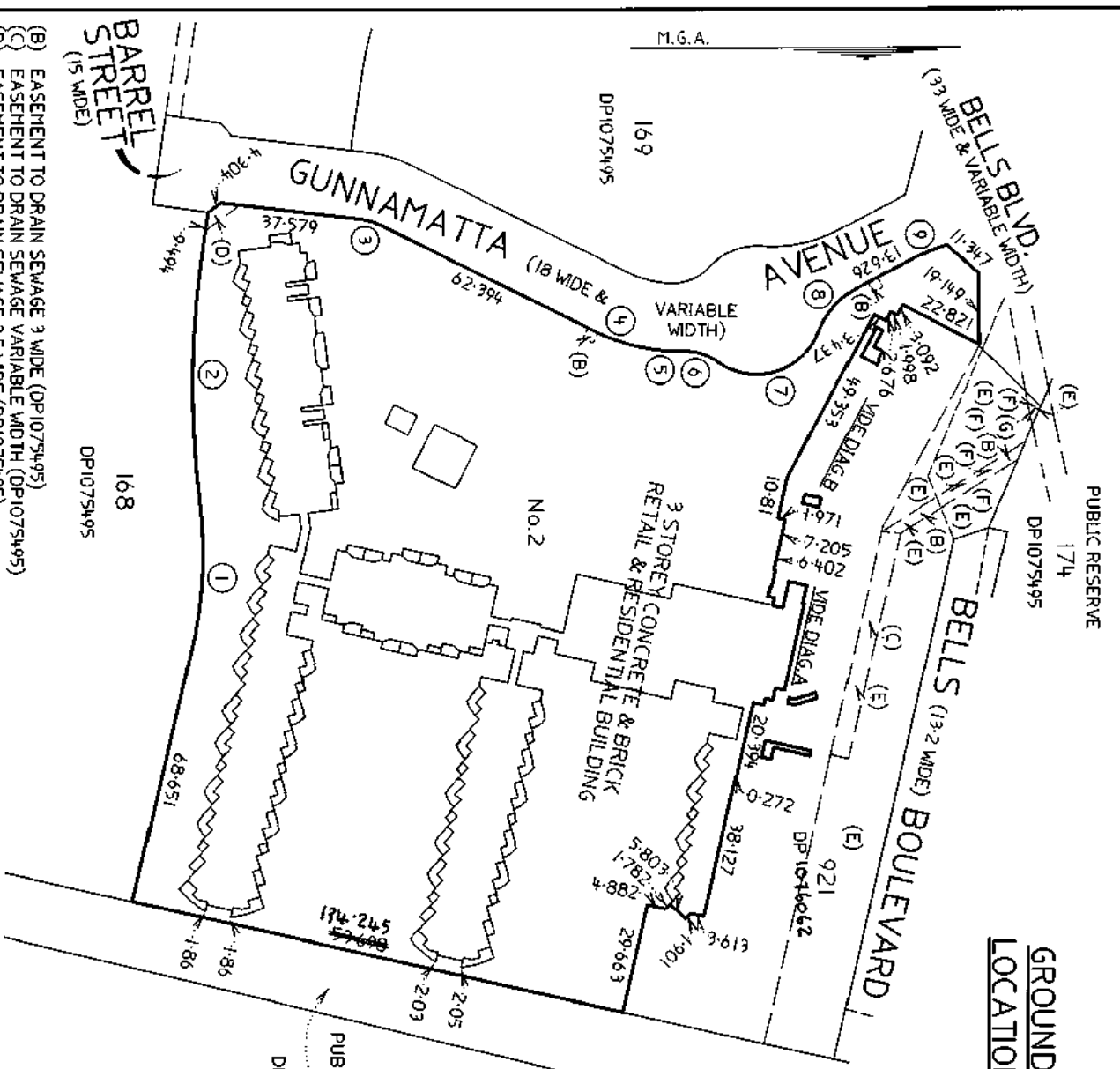
Lengths are in metres

*[Signature]*  
Registered Surveyor

*[Signature]*  
Authorised Person / General Manager / Accredited Checker

SURVEYOR'S REFERENCE: B145-10, Checklist

**GROUND LEVEL  
LOCATION PLAN**



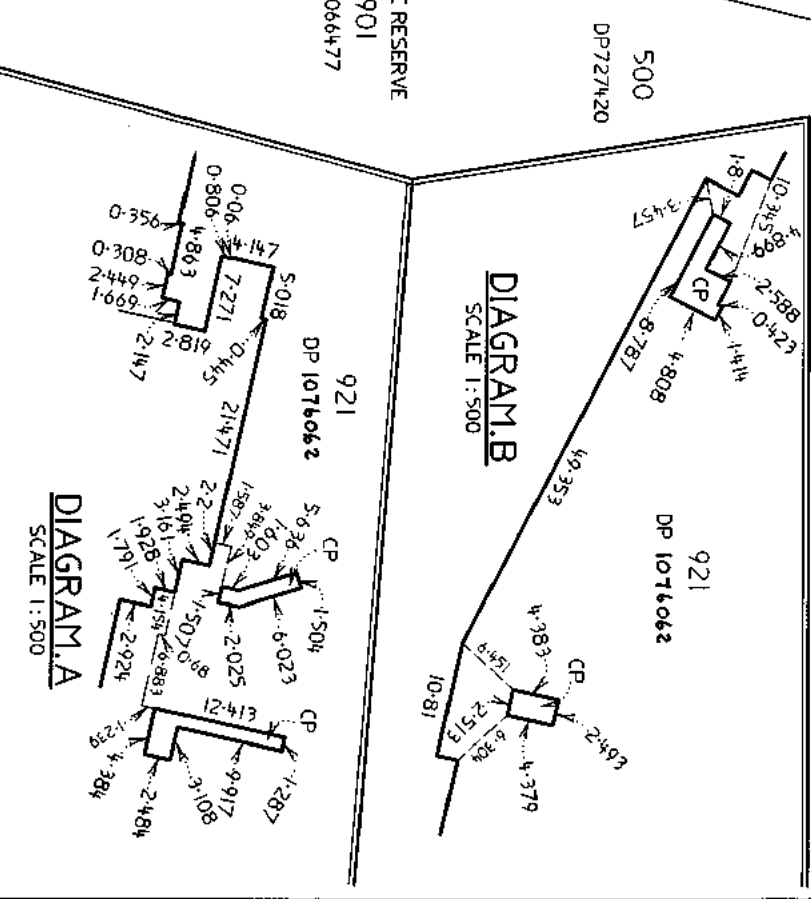
- (A) EASEMENT TO DRAIN SEWAGE 3 WIDE (DP1075495)
- (B) EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH (DP1075495)
- (C) EASEMENT TO DRAIN SEWAGE 3.5 WIDE (DP1075495)
- (D) RIGHT OF CARRIAGEWAY 19 WIDE & VARIABLE WIDTH (DP1075495)
- (E) RIGHT OF ACCESS 20-2 WIDE & VARIABLE WIDTH (DP1066477)
- (F) EASEMENT TO DRAIN WATER 6 WIDE (DP1066477)
- (G) EASEMENT FOR SERVICES (DP 1076062)
- (H) EASEMENT FOR INSTALLATION OF SERVICES (DP 1076062)
- (I) EASEMENT FOR INSTALLATION OF SERVICES (DP 1076062)

LOT 92015 A STRATUM LOT

NOTE: EASEMENTS (H) & (I) AFFECT THE WHOLE OF COMMON PROPERTY.

**CURVED BOUNDARIES**

LINE NUM	CHORD BEARING	DIST.	RADIUS	ARC LENGTH
1	272°55'50"	39.916	114	40.123
2	270°39'55"	68.012	250	68.224
3	16°35'20"	8.177	15.25	5.203
4	200°13'30"	15.038	51.55	15.092
5	529°30'	11.398	49.438	11.423
6	175°10'5"	9.765	15.25	9.994
7	34°39'05"	27.441	17.25	31.728
8	311°28'	16.675	24	17.03
9	336°36'15"	11.903	71	14.917



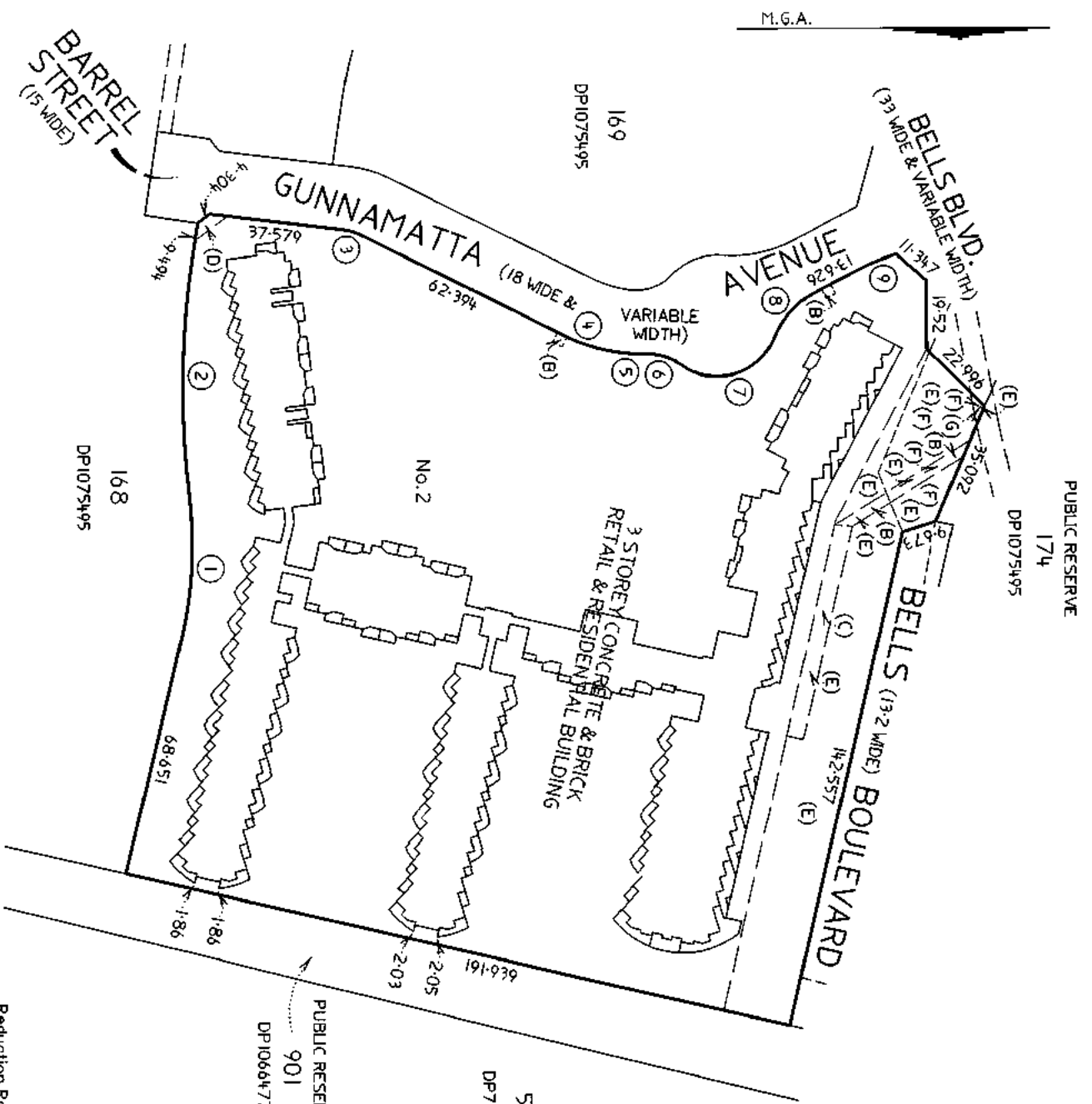
Reduction Ratio 1: 1250

Lengths are in metres

*Matthew Brown*  
Registered Surveyor

*[Signature]*  
Authorised Person / Registered Professional / Accredited Cadastre

SURVEYOR'S REFERENCE: 8145-10, Checklist



**SP73905**

**FIRST FLOOR  
 LOCATION PLAN**

CURVED BOUNDARIES

LINE NUM.	CHORD BEARING	DIST.	ARC RADIUS	ARC LENGTH
1	372°55'50"	39.918	114	40.123
2	270°39'55"	68.012	250	68.224
3	16°56'20"	8.177	15.25	5.203
4	200°13'30"	15.038	51.55	15.092
5	5°29'30"	11.398	49.438	11.423
6	175°19'55"	9.765	15.25	9.94
7	343°49'50"	27.441	17.25	31.728
8	211°28'	16.875	24	17.03
9	336°36'15"	11.903	71	11.917

LOT 920 IS A STRATUM LOT

NOTE: EASEMENTS (H) & (I) AFFECT THE WHOLE OF COMMON PROPERTY.

- (B) EASEMENT TO DRAIN SEWAGE 3 WIDE (DP1075495)
- (C) EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH (DP1075495)
- (D) EASEMENT TO DRAIN SEWAGE 3.5 WIDE (DP1075495)
- (E) RIGHT OF CARRIAGEWAY 19 WIDE & VARIABLE WIDTH (DP1075495)
- (F) RIGHT OF ACCESS 20.2 WIDE & VARIABLE WIDTH (DP1066477)
- (G) EASEMENT TO DRAIN WATER 6 WIDE (DP1066477)
- (H) EASEMENT FOR SERVICES (DP 1076062)
- (I) EASEMENT FOR INSTALLATION OF SERVICES (DP 1076062)

Reduction Ratio 1: 1250

Lengths are in metres

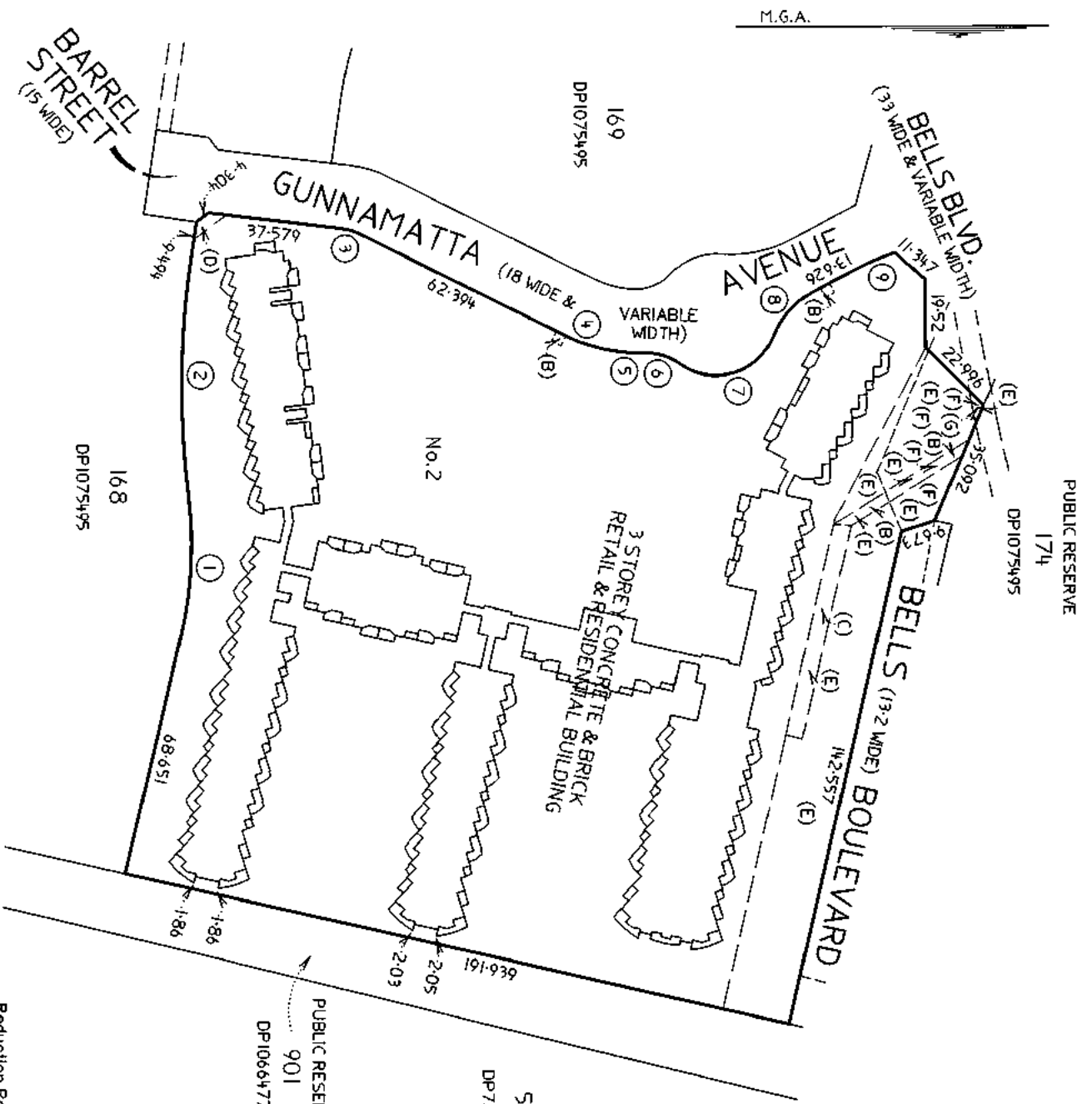
*Registered Surveyor*  
 Registered Surveyor

Authorised Person / General Manager / Accredited Controller  
*[Signature]*

SURVEYOR'S REFERENCE: 8/145-10, Checklist

SP73905

SECOND FLOOR  
 LOCATION PLAN



CURVED BOUNDARIES

LINE NUM.	CHORD BEARING	DIST.	RADIUS	ARC LENGTH
1	272°55'50"	39.916	114	40.123
2	270°39'55"	68.012	250	68.224
3	16°38'20"	8.177	15.25	5.203
4	200°13'40"	15.038	51.55	15.092
5	5°29'30"	11.398	49.438	11.423
6	175°10'5"	9.765	15.25	9.94
7	343°49'50"	27.441	17.25	31.728
8	111°28'	16.875	24	17.03
9	336°36'15"	11.903	71	11.917

LOT 920 IS A STRATUM LOT

NOTE: EASEMENTS (H) & (I) AFFECT THE WHOLE OF COMMON PROPERTY.

- (B) EASEMENT TO DRAIN SEWAGE 3 WIDE (DP1075495)
- (C) EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH (DP1075495)
- (D) EASEMENT TO DRAIN SEWAGE 3-5 WIDE (DP1075495)
- (E) RIGHT OF CARRIAGEWAY 19 WIDE & VARIABLE WIDTH (DP1075495)
- (F) RIGHT OF ACCESS 20.2 WIDE & VARIABLE WIDTH (DP1066477)
- (G) EASEMENT TO DRAIN WATER 6 WIDE (DP1066477)
- (H) EASEMENT FOR SERVICES (DP 1066477)
- (I) EASEMENT FOR INSTALLATION OF SERVICES (DP 1066477)

Reduction Ratio 1: 1250

Lengths are in metres

*[Signature]*  
 Registered Surveyor

*[Signature]*  
 Authorised Person / General Manager / Accredited Classifier

SURVEYOR'S REFERENCE: 8145-10, Checklist



**SP73905**

LOT	U.E.
201	38
202	38
203	38
204	38
205	38
206	38
207	47
208	38
209	38
210	38
211	47
212	47
213	50
214	330
215	20

AGGREGATE 9927

LOT	U.E.	LOT	U.E.	LOT	U.E.	LOT	U.E.
1	39	51	37	101	49	151	50
2	49	52	37	102	40	152	40
3	49	53	37	103	49	153	49
4	39	54	37	104	40	154	49
5	48	55	48	105	39	155	49
6	39	56	40	106	39	156	49
7	49	57	49	107	39	157	49
8	39	58	40	108	39	158	40
9	49	59	48	109	39	159	50
10	54	60	49	110	39	160	40
11	54	61	49	111	48	161	50
12	49	62	49	112	48	162	55
13	39	63	48	113	48	163	55
14	49	64	40	114	48	164	50
15	49	65	50	115	50	165	50
16	39	66	50	116	37	166	50
17	48	67	54	117	37	167	49
18	48	68	42	118	37	168	40
19	48	69	54	119	37	169	49
20	48	70	40	120	46	170	49
21	48	71	49	121	46	171	49
22	39	72	49	122	37	172	48
23	49	73	39	123	37	173	48
24	39	74	49	124	37	174	40
25	49	75	49	125	37	175	50
26	54	76	49	126	37	176	40
27	54	77	49	127	37	177	50
28	49	78	48	128	61	178	55
29	39	79	40	129	37	179	55
30	49	80	49	130	37	180	50
31	39	81	40	131	46	181	40
32	39	82	49	132	46	182	50
33	39	83	54	133	50	183	40
34	39	84	54	134	49	184	40
35	39	85	49	135	40	185	40
36	39	86	40	136	50	186	40
37	39	87	49	137	40	187	40
38	48	88	49	138	49	188	40
39	48	89	39	139	50	189	39
40	48	90	49	140	50	190	49
41	47	91	49	141	50	191	49
42	50	92	49	142	49	192	49
43	37	93	49	143	40	193	49
44	37	94	48	144	50	194	50
45	37	95	40	145	50	195	38
46	37	96	49	146	55	196	38
47	46	97	40	147	42	197	38
48	46	98	49	148	55	198	38
49	37	99	54	149	40	199	47
50	37	100	54	150	40	200	47

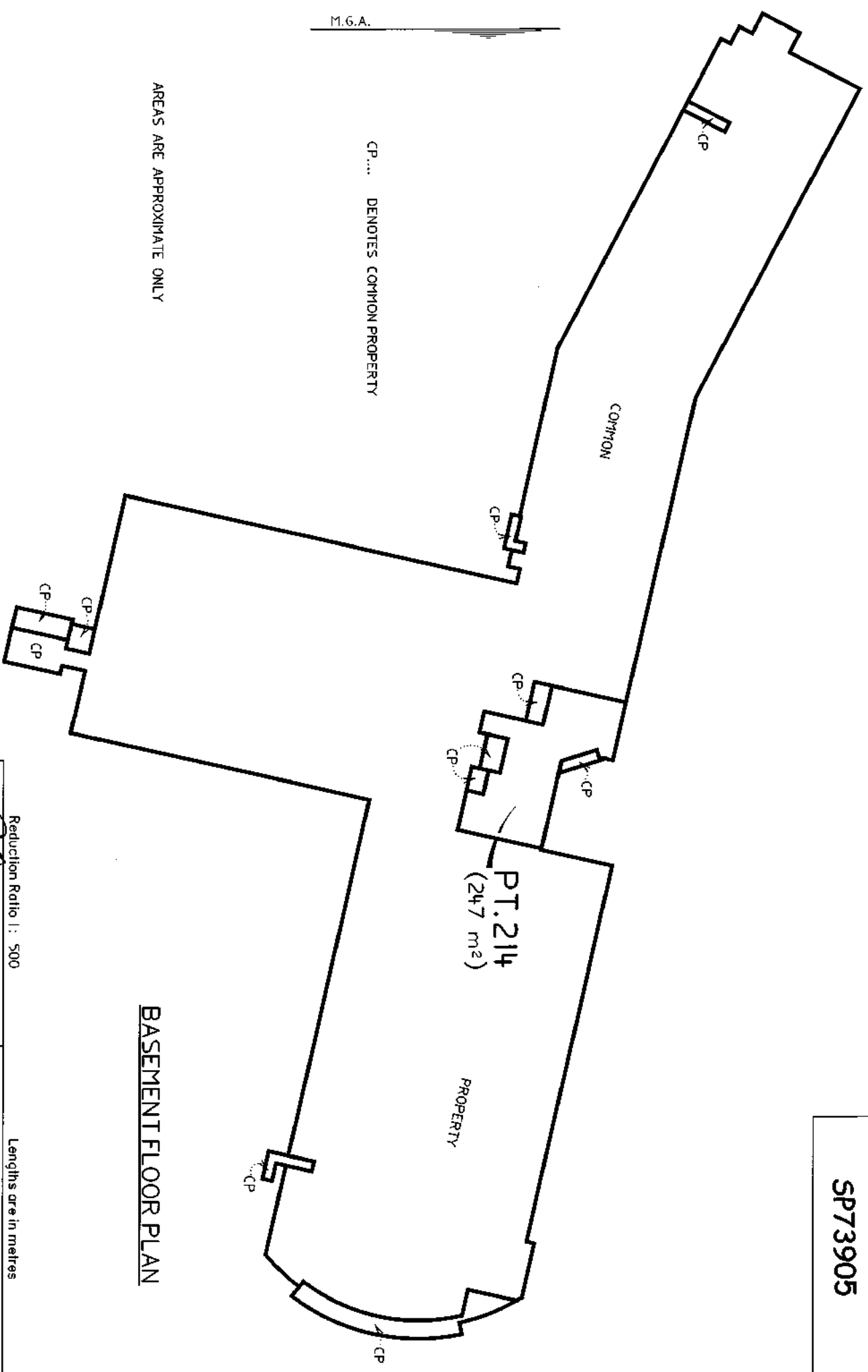
Reduction Ratio 1:

Lengths are in metres

*John Ann*  
Registered Surveyor

*John Ann*  
Authorised Person / General Manager / Accredited Certifier

SP73905



**BASEMENT FLOOR PLAN**

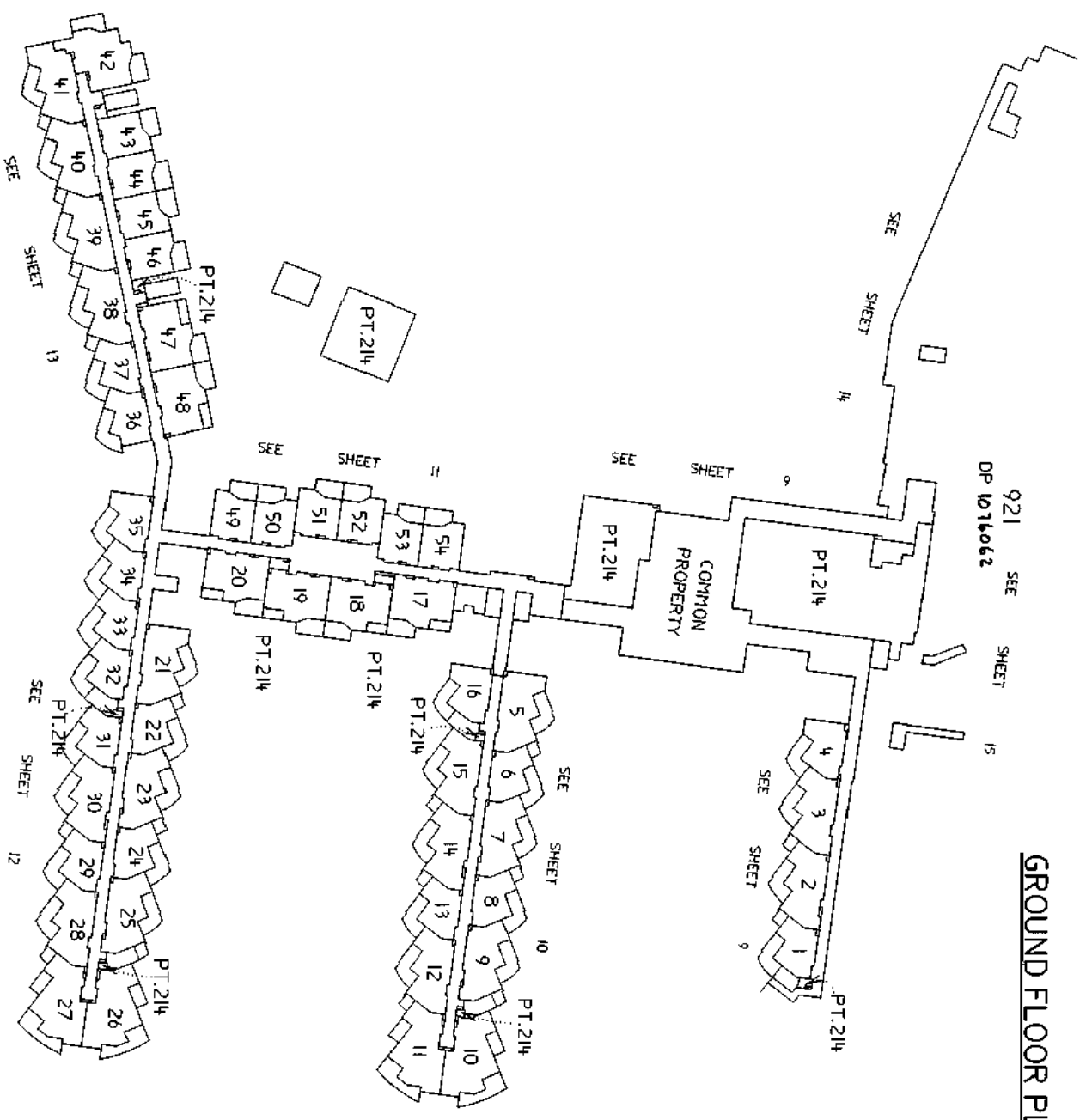
Reduction Ratio 1: 500

Lengths are in metres

*[Signature]*  
Registered Surveyor

*[Signature]*  
Authorised Person / General Manager / Accredited Licentiate

SURVEYOR'S REFERENCE: 8145-10, Checklist



Q21 SEE SHEET 15  
DP 1016062

**GROUND FLOOR PLAN**

**SP73905**

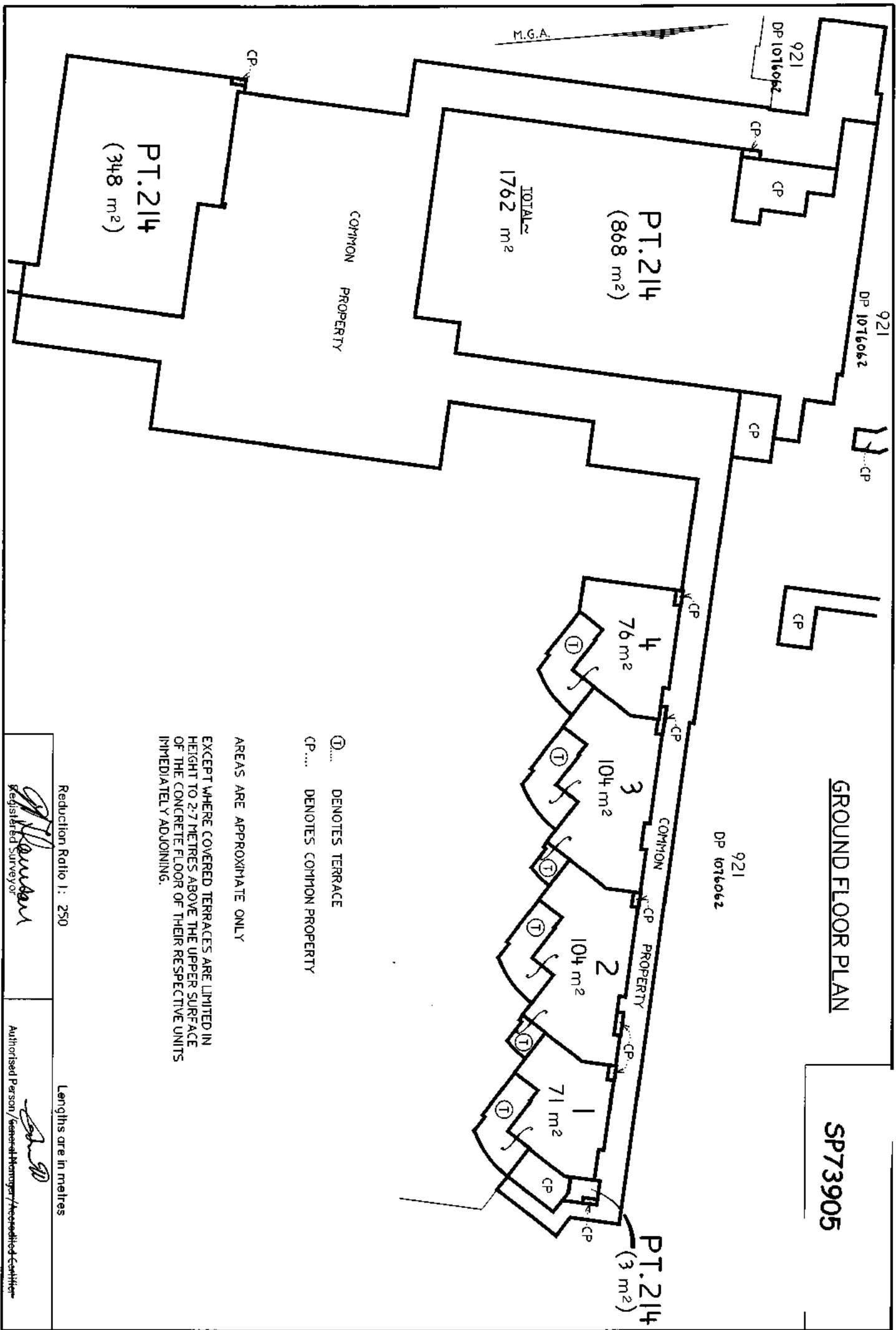
Reduction Ratio 1: 800

Lengths are in metres

*[Signature]*  
Registered Surveyor

*[Signature]*  
Authorised Person, Licensed Valuer / Accredited Assessor

SURVEYOR'S REFERENCE: 8145-10, Checklist



GROUND FLOOR PLAN

SP73905

①..... DENOTES TERRACE  
 CP..... DENOTES COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY

EXCEPT WHERE COVERED TERRACES ARE LIMITED IN HEIGHT TO 2.7 METRES ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR OF THEIR RESPECTIVE UNITS IMMEDIATELY ADJOINING.

Reduction Ratio 1: 250

Lengths are in metres

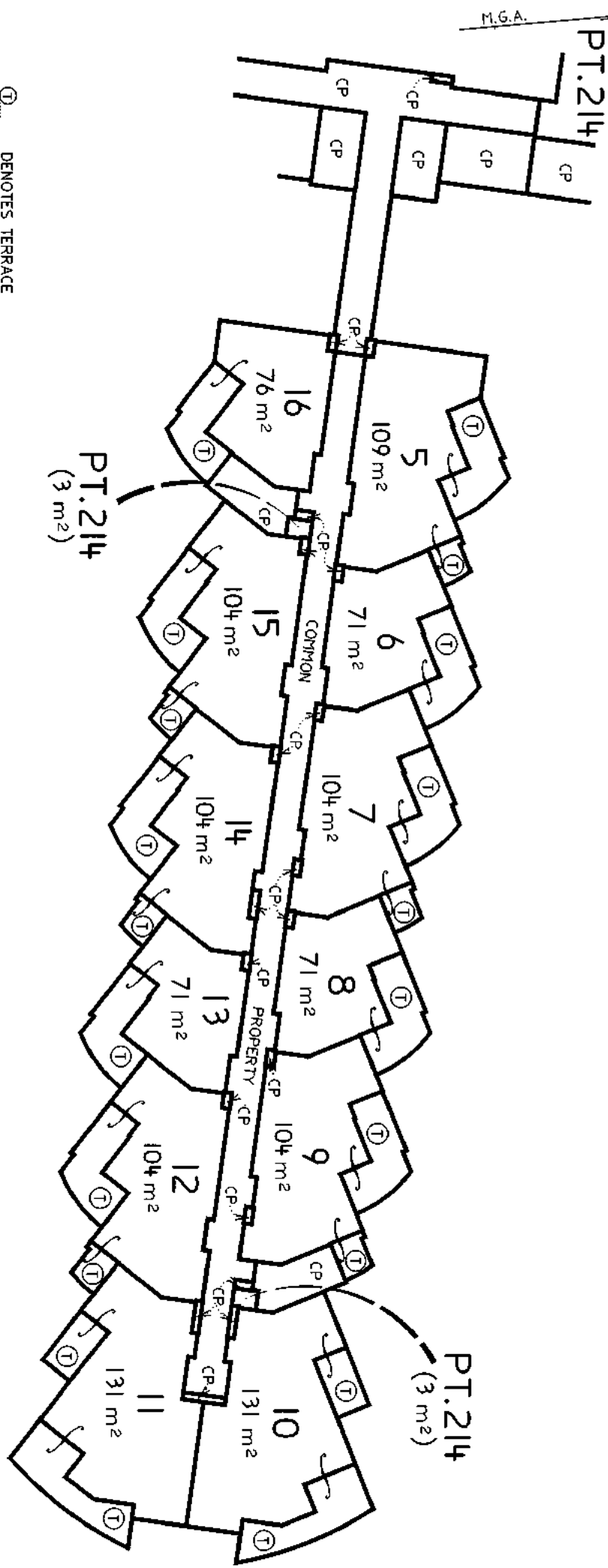
*Registered Surveyor*

*Authorised Person / General Manager / Accredited Confirmer*

SURVEYOR'S REFERENCE: 8145-10, Checklist

GROUND FLOOR PLAN

**SP73905**



- Ⓧ DENOTES TERRACE
- CP... DENOTES COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY

EXCEPT WHERE COVERED TERRACES ARE LIMITED IN HEIGHT TO 2.7 METRES ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR OF THEIR RESPECTIVE UNITS IMMEDIATELY ADJOINING.

Reduction Ratio: 1: 250

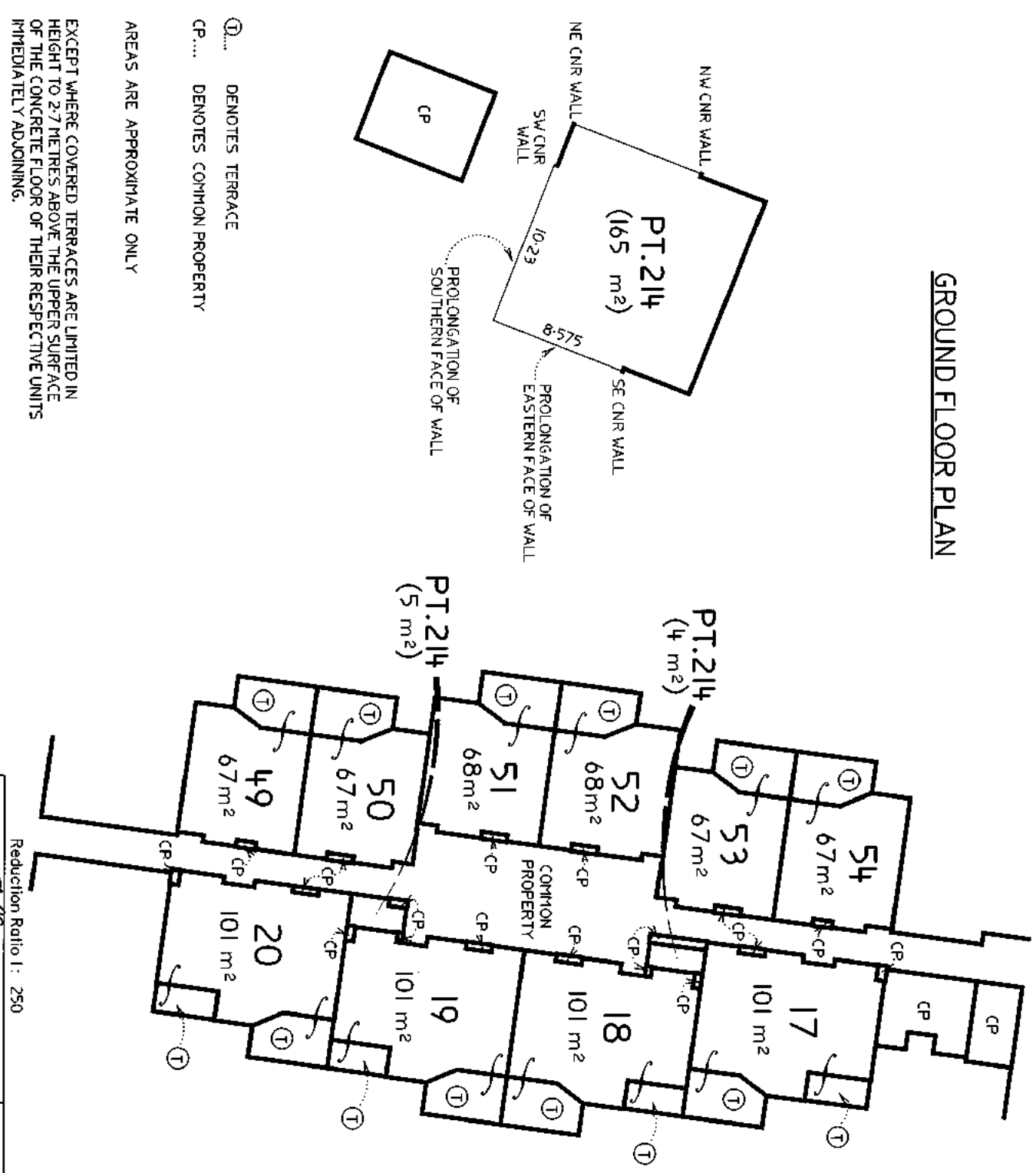
Lengths are in metres

*[Signature]*  
Registered Surveyor

*[Signature]*  
Authorised Person / Licensed Professional / Accredited Geomatics

SURVEYOR'S REFERENCE: 8145-10, Checklist

GROUND FLOOR PLAN



- Ⓣ..... DENOTES TERRACE
  - CP..... DENOTES COMMON PROPERTY
- AREAS ARE APPROXIMATE ONLY
- EXCEPT WHERE COVERED TERRACES ARE LIMITED IN HEIGHT TO 2.7 METRES ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR OF THEIR RESPECTIVE UNITS IMMEDIATELY ADJOINING.

SP73905

Reduction Ratio : 250

Lengths are in metres

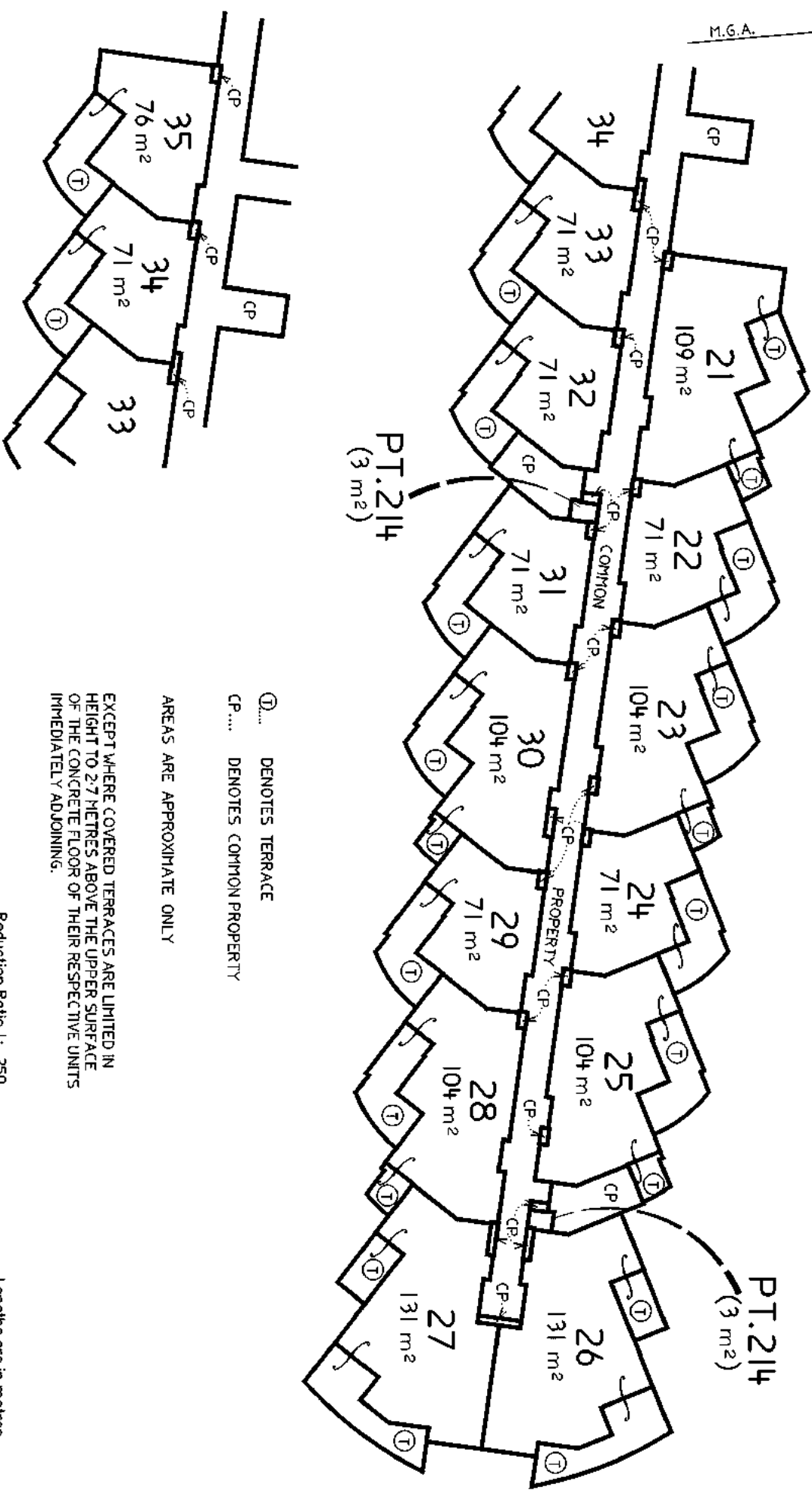
*[Signature]*  
 Registered Surveyor

*[Signature]*  
 Authorised Person / General Manager / Assessor / Certifier

SURVEYOR'S REFERENCE: 8145-10, Checklist

GROUND FLOOR PLAN

**SP73905**



①..... DENOTES TERRACE

CP..... DENOTES COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY

EXCEPT WHERE COVERED TERRACES ARE LIMITED IN HEIGHT TO 2.7 METRES ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR OF THEIR RESPECTIVE UNITS IMMEDIATELY ADJOINING.

Reduction Ratio : 250

Lengths are in metres

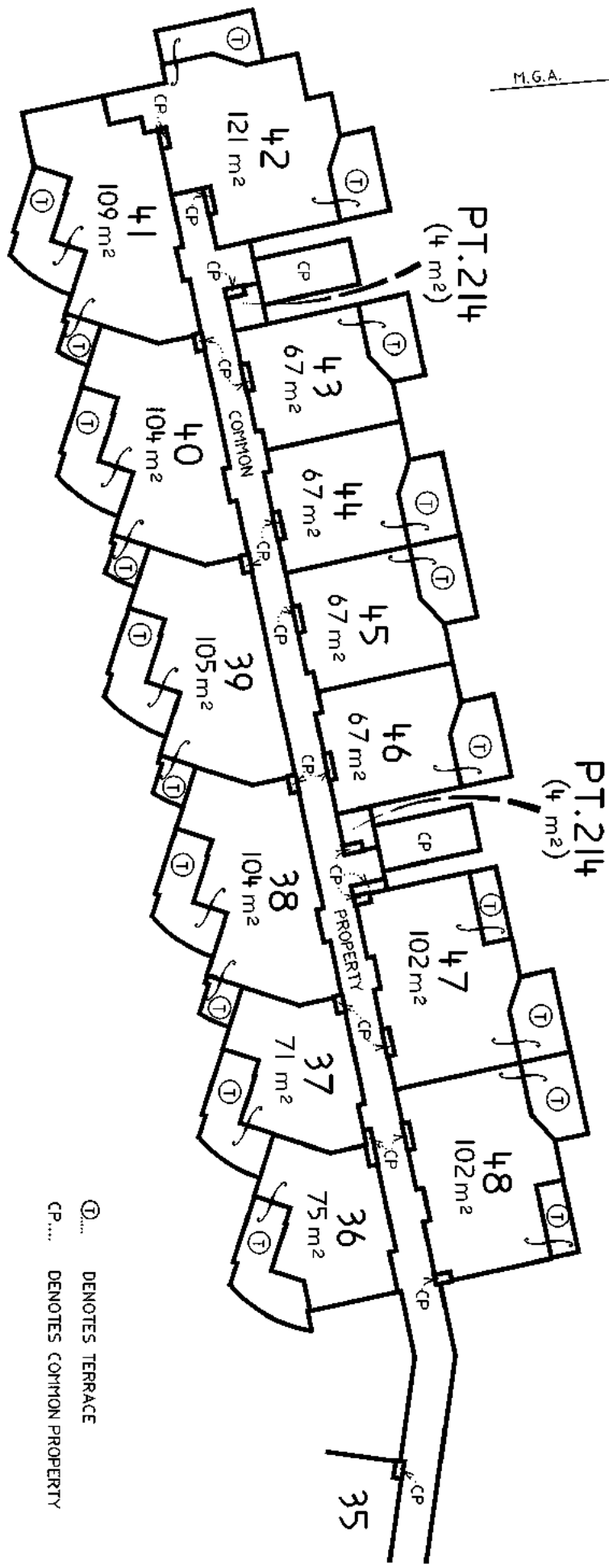
*Registered Surveyor*  
 Registered Surveyor

*Authorised Person / General Manager / Accredited Controller*  
 Authorised Person / General Manager / Accredited Controller

SURVEYOR'S REFERENCE: 8145-10, Checklist

GROUND FLOOR PLAN

SP73905



- ⊙..... DENOTES TERRACE
- CP..... DENOTES COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY

EXCEPT WHERE COVERED TERRACES ARE LIMITED IN HEIGHT TO 2.7 METRES ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR OF THEIR RESPECTIVE UNITS IMMEDIATELY ADJOINING.

Reduction Ratio 1: 250

Lengths are in metres

*Stewartson*  
 Registered Surveyor

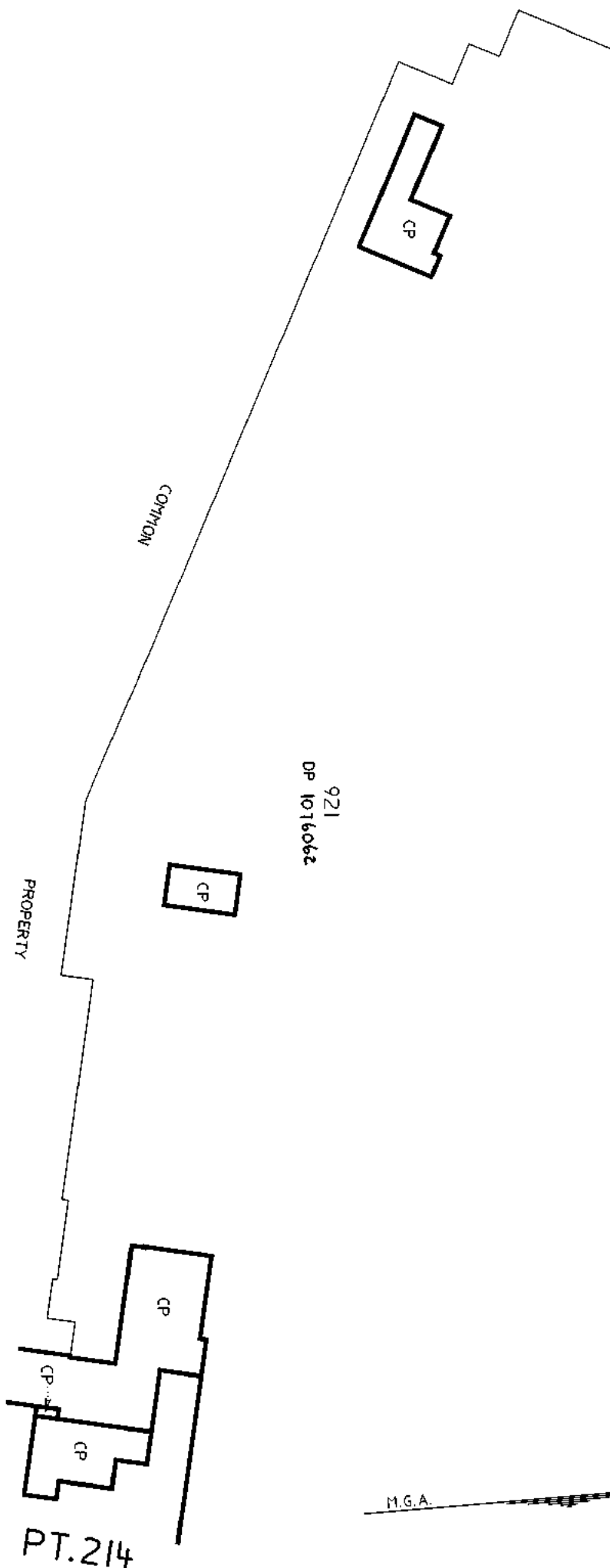
*Stewartson*  
 Authorised Person / ~~Registered Surveyor~~ / Accredited Certifier

SURVEYOR'S REFERENCE: 8145-10, Checklist



SP73905

GROUND FLOOR PLAN



CP.... DENOTES COMMON PROPERTY

Reduction Ratio : 250

Lengths are in metres

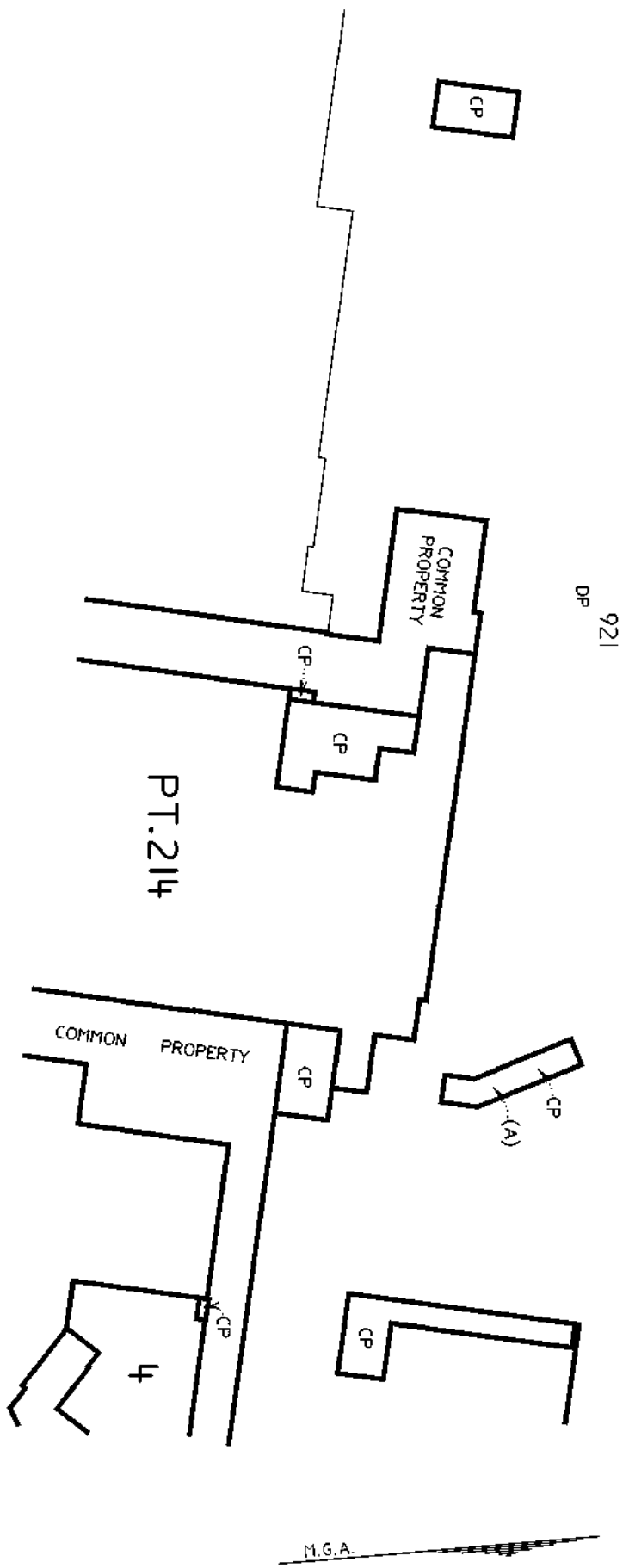
*[Signature]*  
Registered Surveyor

*[Signature]*  
Authorised Person / Licensed Valuer / Accredited Geomatics

SURVEYOR'S REFERENCE: 8145-10, Checklist

GROUND FLOOR PLAN

SP73905



- (A) RIGHT OF PERSONAL ACCESS
- CP .... DENOTES COMMON PROPERTY

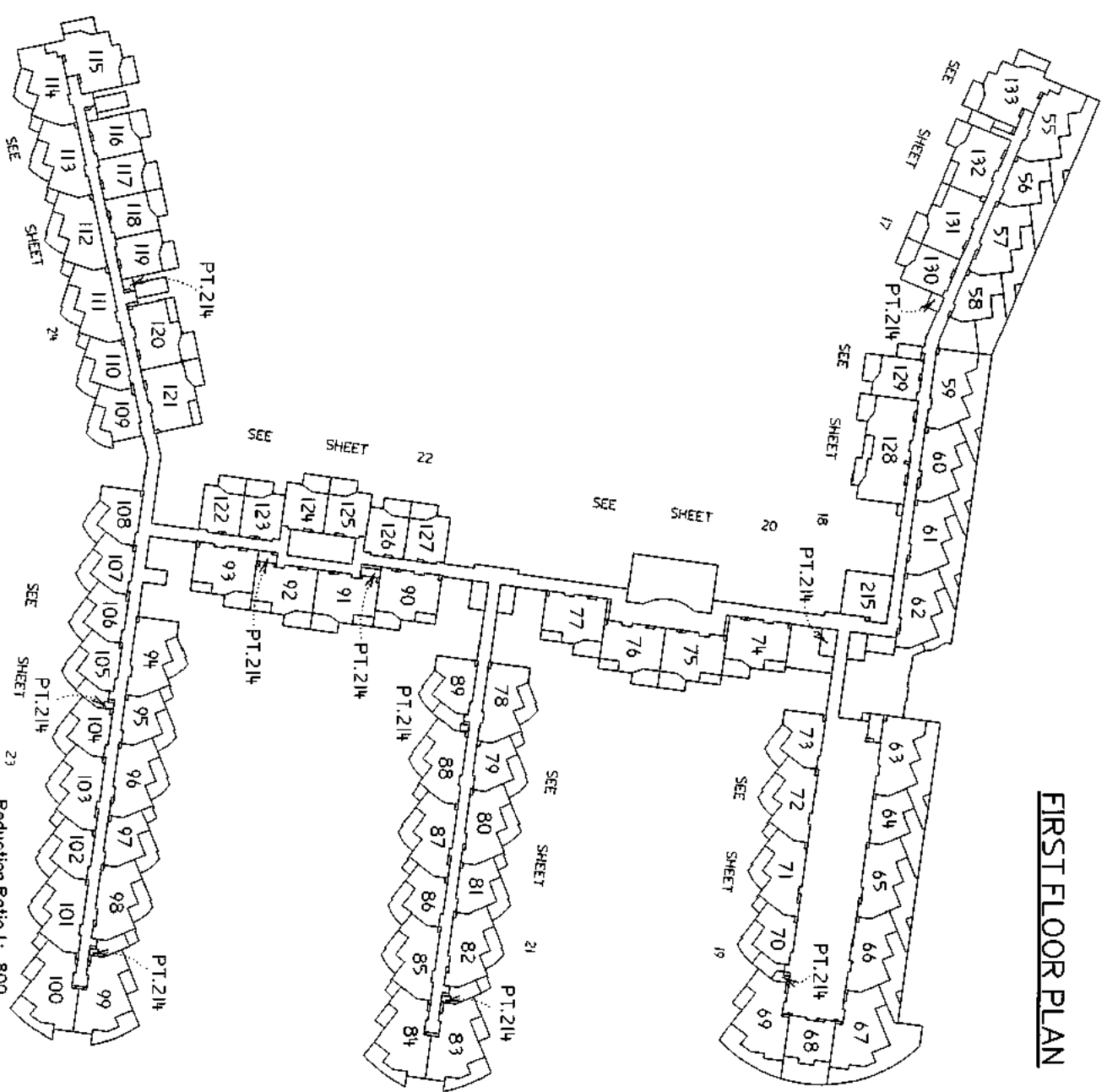
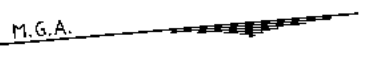
Reduction Ratio : 250

Lengths are in metres

*[Signature]*  
Registered Surveyor

*[Signature]*  
Authorised Person / General Manager / Accredited Classifier

SURVEYOR'S REFERENCE: 8145-10, Checklist



**FIRST FLOOR PLAN**

**SP73905**

Reduction Ratio : 800

Lengths are in metres

*Handwritten Signature*  
Registered Surveyor

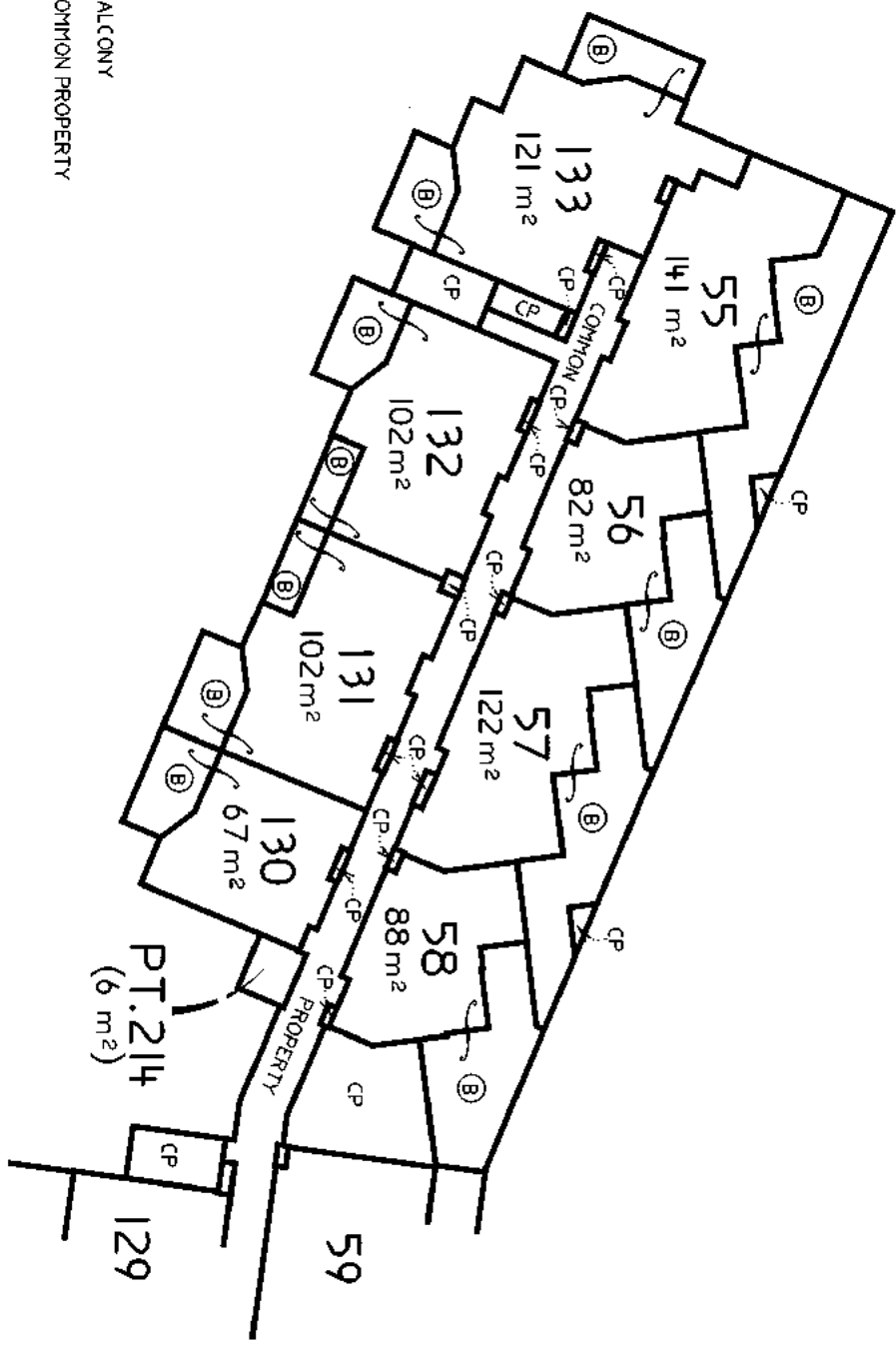
*Handwritten Signature*  
Authorised Person / General Manager / Accredited Certifier

SURVEYOR'S REFERENCE: 8145-10, Checklist



FIRST FLOOR PLAN

**SP73905**



- ⓑ..... DENOTES BALCONY
  - CP..... DENOTES COMMON PROPERTY
- AREAS ARE APPROXIMATE ONLY

EXCEPT WHERE COVERED BALCONIES ARE LIMITED IN HEIGHT TO 2.7 METRES ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR OF THEIR RESPECTIVE UNITS IMMEDIATELY ADJOINING.

Reduction Ratio: 1: 250

Lengths are in metres

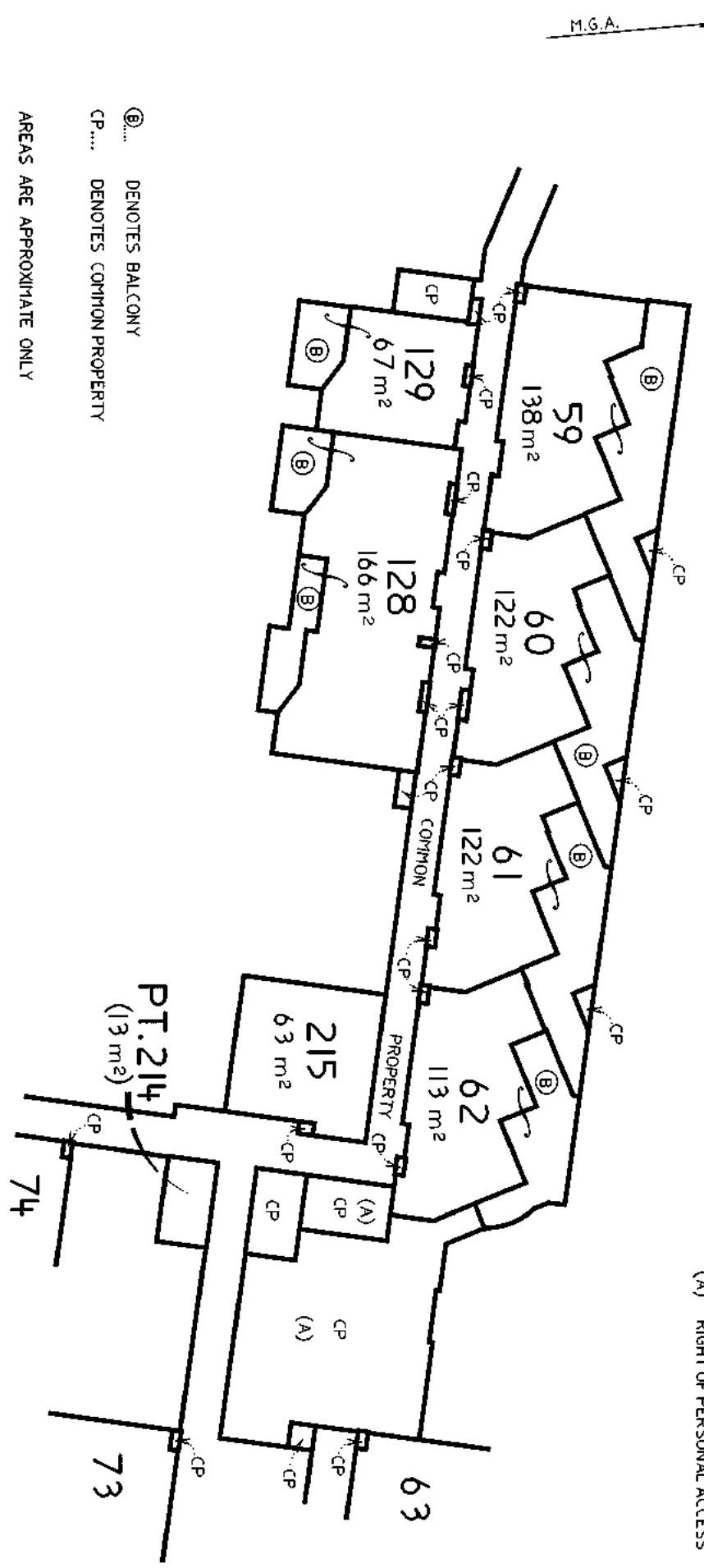
*[Signature]*  
Registered Surveyor

*[Signature]*  
Authorised Person / Leasehold Manager / Accredited Certifier

SURVEYOR'S REFERENCE: 8/45-10, Checklist

FIRST FLOOR PLAN

SP73905



(A) RIGHT OF PERSONAL ACCESS

ⓑ..... DENOTES BALCONY

CP..... DENOTES COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY

EXCEPT WHERE COVERED BALCONIES ARE LIMITED IN HEIGHT TO 2.7 METRES ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR OF THEIR RESPECTIVE UNITS IMMEDIATELY ADJOINING.

Reduction Ratio: 1: 250

Lengths are in metres

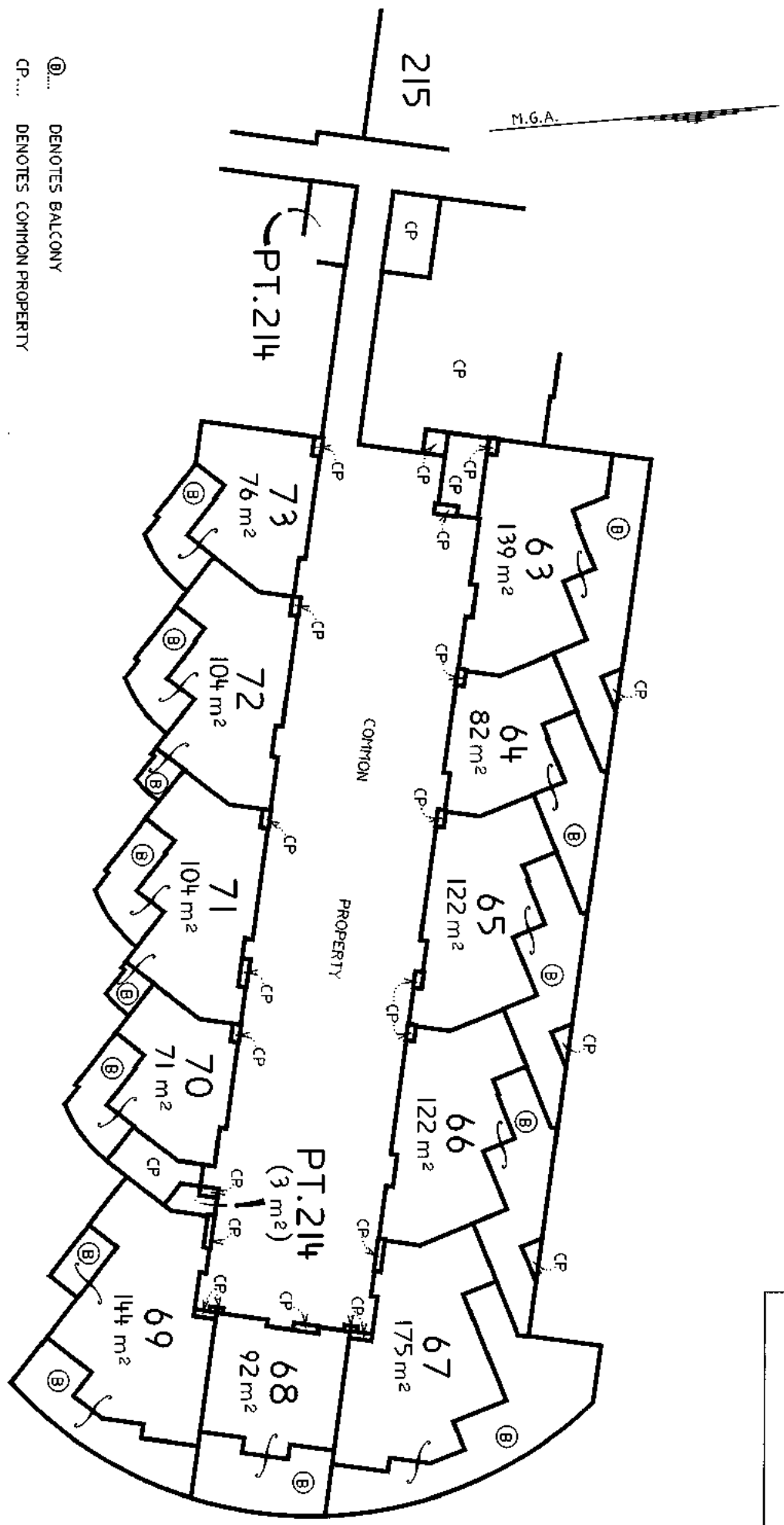
*[Signature]*  
 Registered Surveyor

*[Signature]*  
 Authorised Person / General Manager / Accredited Certifier

SURVEYOR'S REFERENCE: 8145-10, Checklist

FIRST FLOOR PLAN

SP73905



- ⓑ..... DENOTES BALCONY
  - CP..... DENOTES COMMON PROPERTY
- AREAS ARE APPROXIMATE ONLY

EXCEPT WHERE COVERED BALCONIES ARE LIMITED IN HEIGHT TO 2.7 METRES ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR OF THEIR RESPECTIVE UNITS IMMEDIATELY ADJOINING.

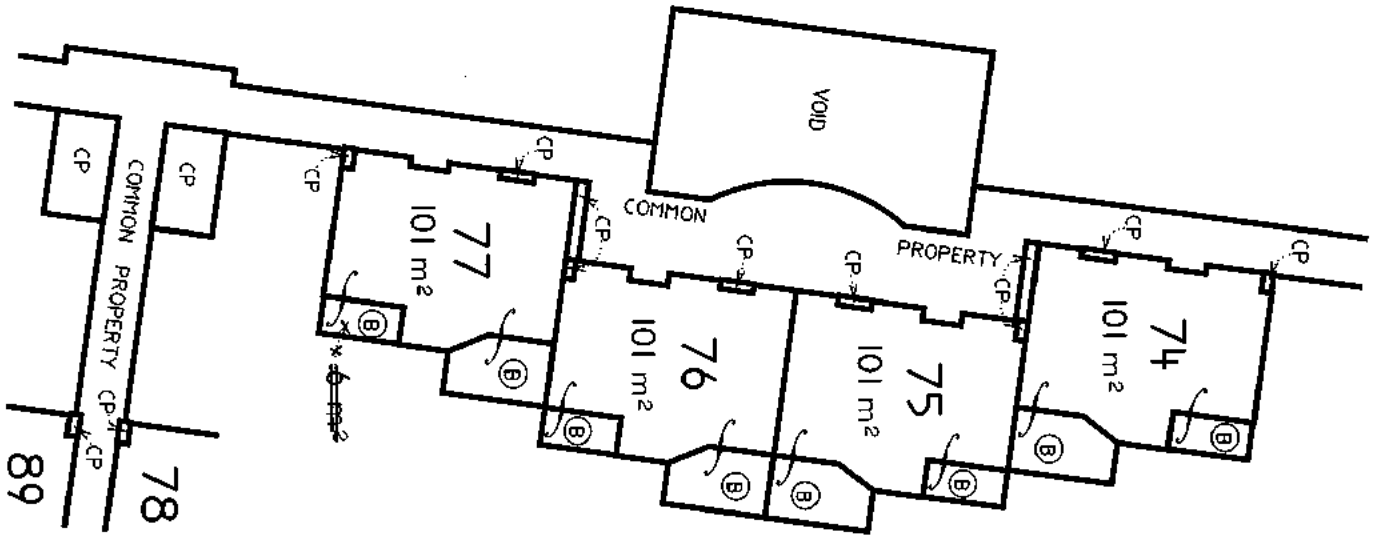
Reduction Ratio : 250

Lengths are in metres

*Stewart*  
 Registered Surveyor

*Stewart*  
 Authorised Person, General Manager / Accredited Classifier

SURVEYOR'S REFERENCE : B145-10, Checklist



FIRST FLOOR PLAN

**SP73905**

Ⓟ..... DENOTES BALCONY  
 CP..... DENOTES COMMON PROPERTY  
 AREAS ARE APPROXIMATE ONLY  
 EXCEPT WHERE COVERED BALCONIES ARE LIMITED IN HEIGHT TO 2.7 METRES ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR OF THEIR RESPECTIVE UNITS IMMEDIATELY ADJOINING.

Reduction Ratio 1 : 250

Lengths are in metres

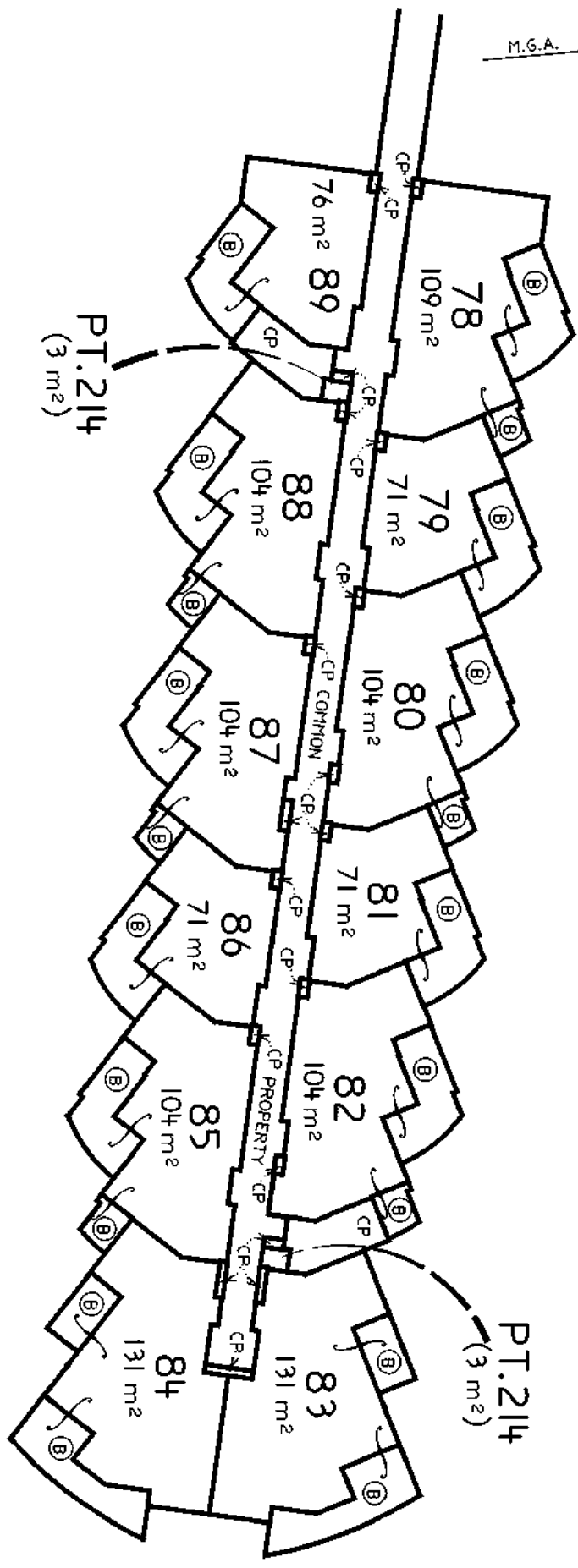
*[Signature]*  
 Registered Surveyor

*[Signature]*  
 Authorised Person, General Manager / Accredited Controller

SURVEYOR'S REFERENCE: B145-10, Checklist

FIRST FLOOR PLAN

SP73905



- Ⓟ..... DENOTES BALCONY
- CP..... DENOTES COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY

EXCEPT WHERE COVERED BALCONIES ARE LIMITED IN HEIGHT TO 2.7 METRES ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR OF THEIR RESPECTIVE UNITS IMMEDIATELY ADJOINING.

Reduction Ratio : 250

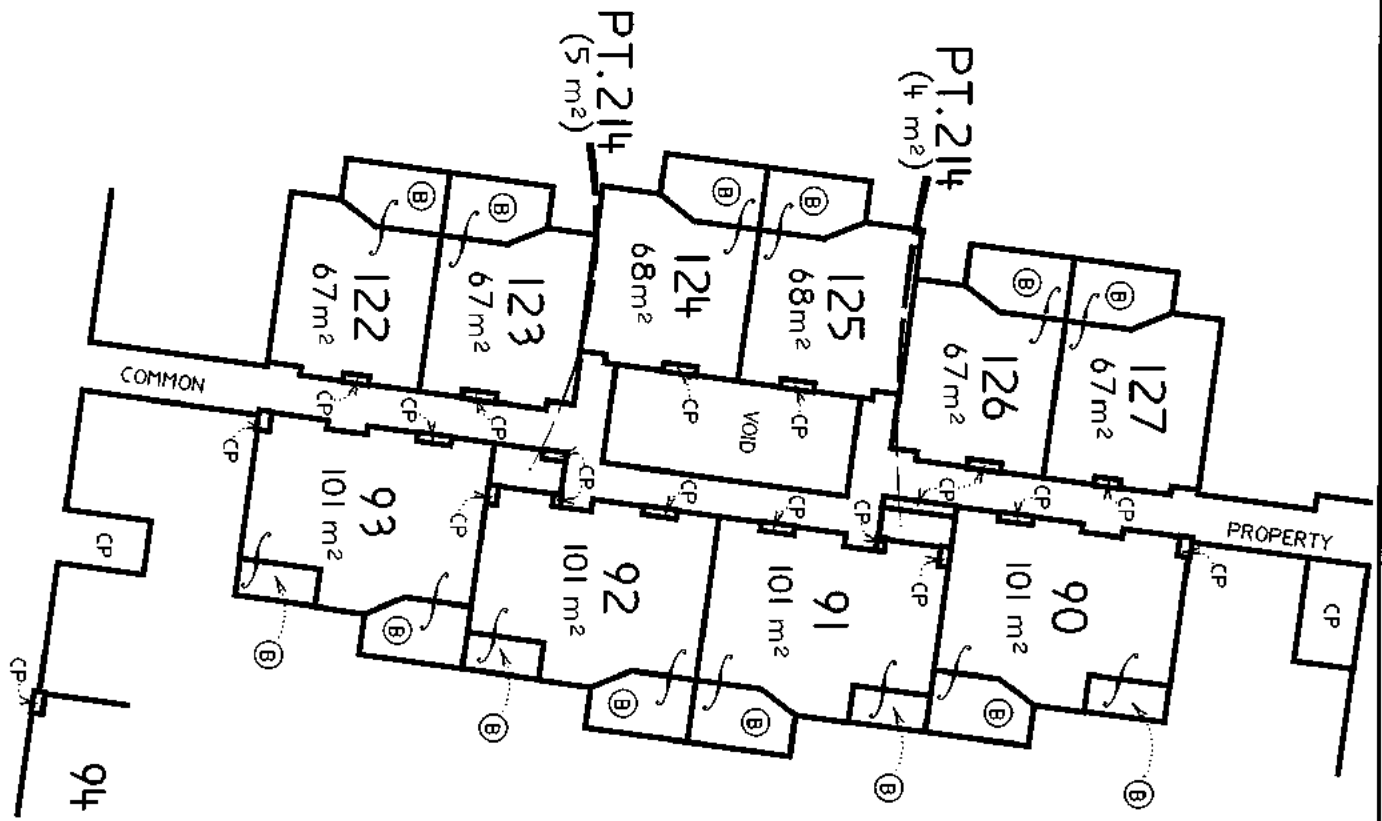
Lengths are in metres

*William*  
 Registered Surveyor

*Paul*  
 Authorised Person / Registered / Accredited / Certified

SURVEYOR'S REFERENCE: 8145-10, Checklist





FIRST FLOOR PLAN

SP73905

- Ⓟ..... DENOTES BALCONY
- CP..... DENOTES COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY

EXCEPT WHERE COVERED BALCONIES ARE LIMITED IN HEIGHT TO 2.7 METRES ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR OF THEIR RESPECTIVE UNITS IMMEDIATELY ADJOINING.

Reduction Ratio 1 : 250

Lengths are in metres

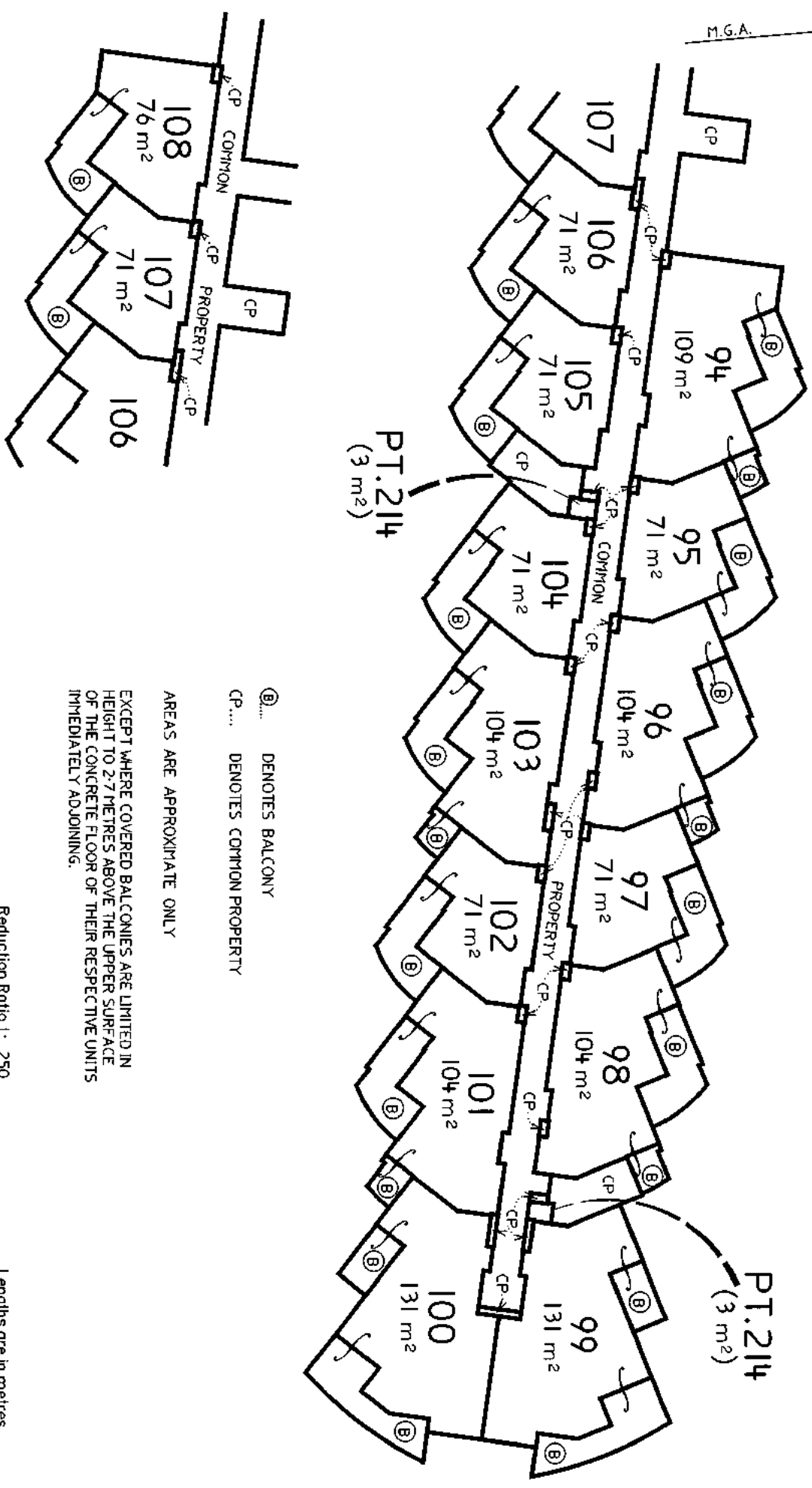
*Al Howard*  
 Registered Surveyor

*Al Howard*  
 Authorised Person, General Manager/Associate/Contractor

SURVEYOR'S REFERENCE: 8145-10, Checklist

FIRST FLOOR PLAN

SP73905



Ⓟ DENOTES BALCONY  
 CP... DENOTES COMMON PROPERTY  
 AREAS ARE APPROXIMATE ONLY  
 EXCEPT WHERE COVERED BALCONIES ARE LIMITED IN HEIGHT TO 2.7 METRES ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR OF THEIR RESPECTIVE UNITS IMMEDIATELY ADJOINING.

Reduction Ratio 1: 250

Lengths are in metres

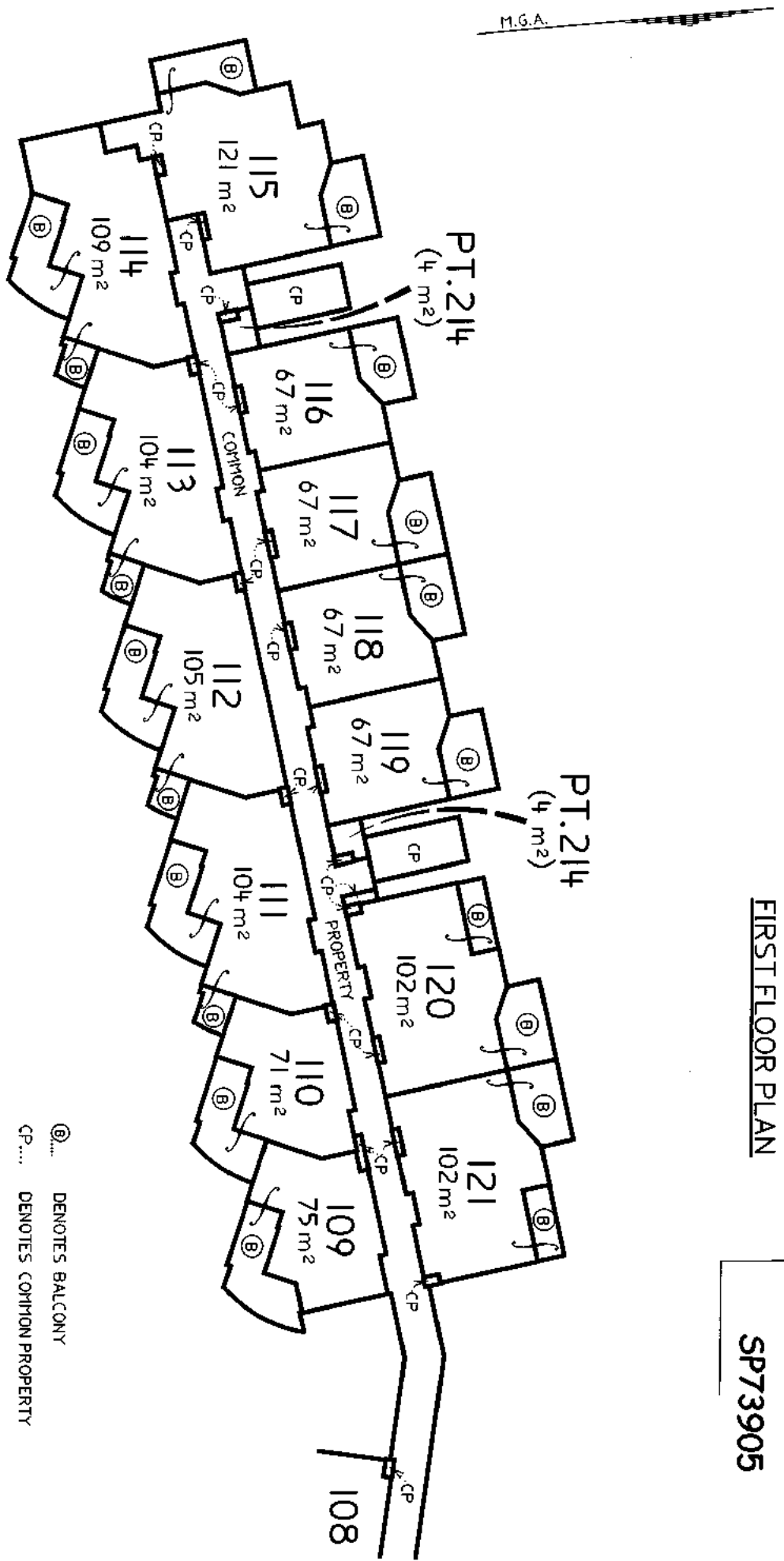
*W. Davidson*  
 Registered Surveyor

*Shirley*  
 Authorised Person / General Manager / Licensed Conveyancer

SURVEYOR'S REFERENCE: 8195-10, Checklist

FIRST FLOOR PLAN

SP73905



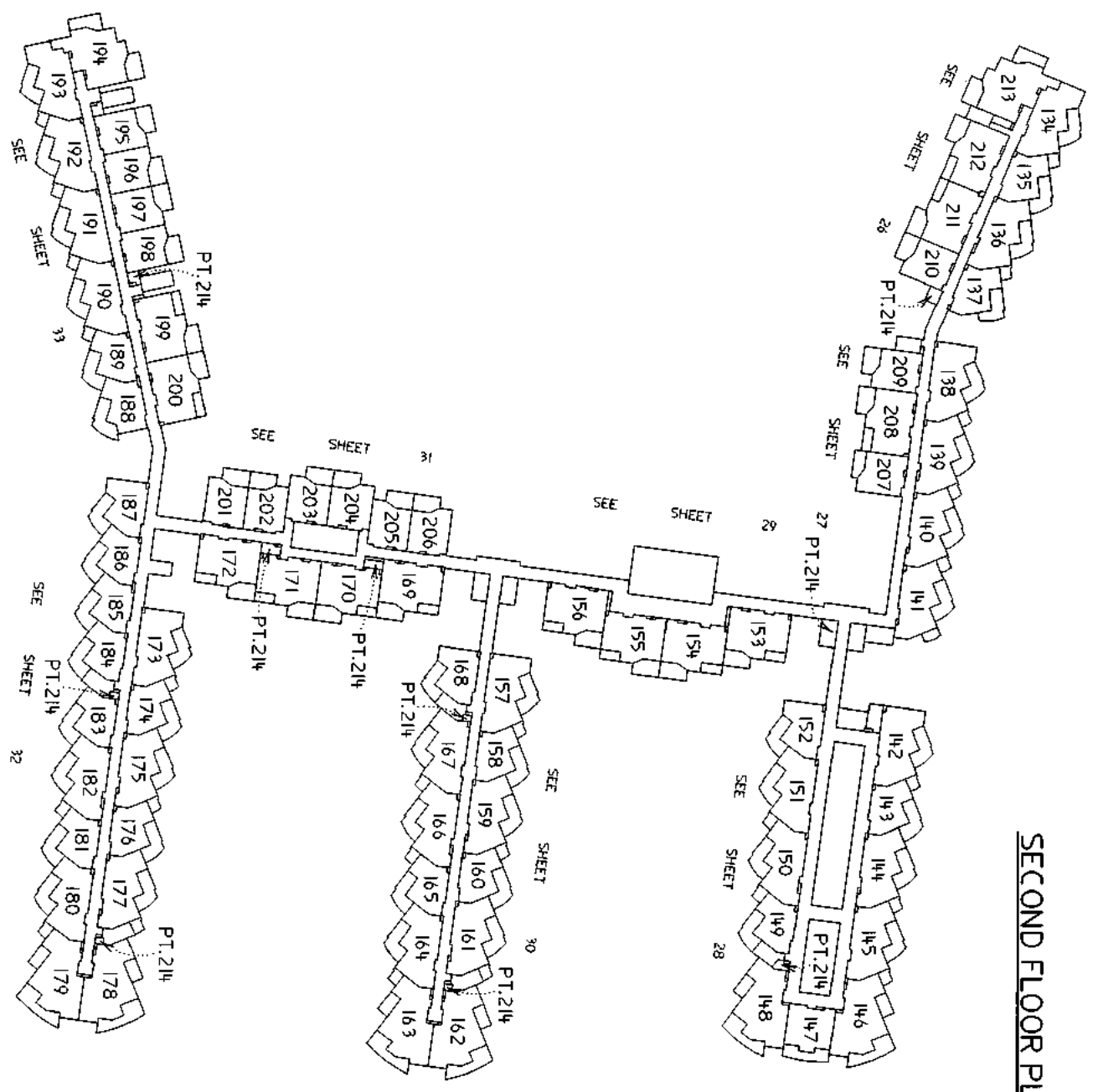
⊙..... DENOTES BALCONY  
 CP..... DENOTES COMMON PROPERTY  
 AREAS ARE APPROXIMATE ONLY  
 EXCEPT WHERE COVERED BALCONIES ARE LIMITED IN HEIGHT TO 2.7 METRES ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR OF THEIR RESPECTIVE UNITS IMMEDIATELY ADJOINING.

Reduction Ratio 1 : 250  
 Lengths are in metres

*Registered Surveyor*  
 Registered Surveyor

*Authorised Person*  
 Authorised Person / Licensed Homeowner / Accredited Certifier

SURVEYOR'S REFERENCE: 8145-10, Checklist



**SECOND FLOOR PLAN**

**SP73905**

Reduction Ratio: 800

Lengths are in metres

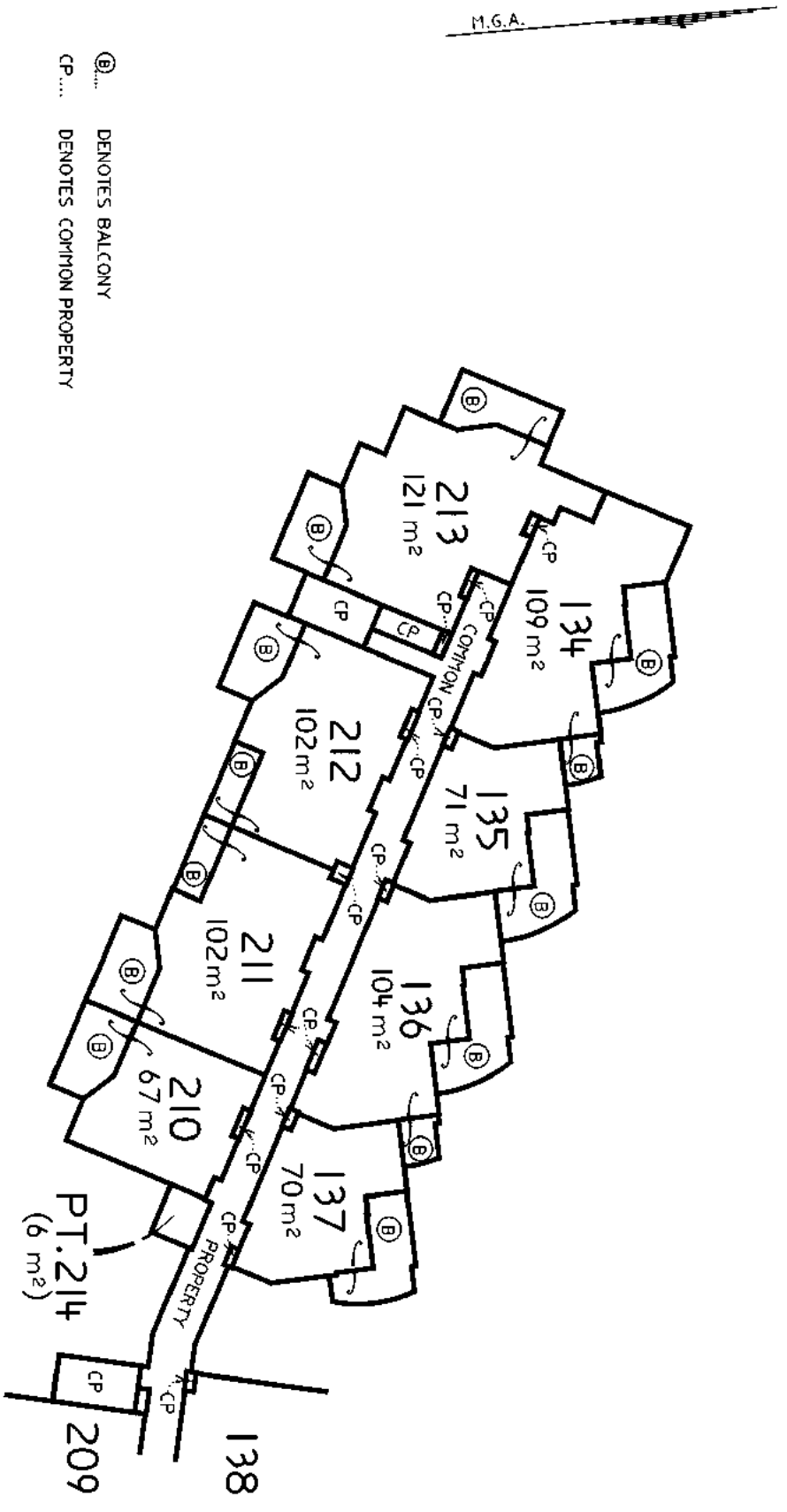
*[Signature]*  
Registered Surveyor

*[Signature]*  
Authorised Person / Licensed Manager / Accredited Certifier

SURVEYOR'S REFERENCE: B145-10, Checklist

SECOND FLOOR PLAN

SP73905



ⓑ... DENOTES BALCONY  
 CP... DENOTES COMMON PROPERTY  
 AREAS ARE APPROXIMATE ONLY  
 EXCEPT WHERE COVERED BALCONIES ARE LIMITED IN HEIGHT TO 2.7 METRES ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR OF THEIR RESPECTIVE UNITS IMMEDIATELY ADJOINING.

Reduction Ratio 1 : 250

Lengths are in metres

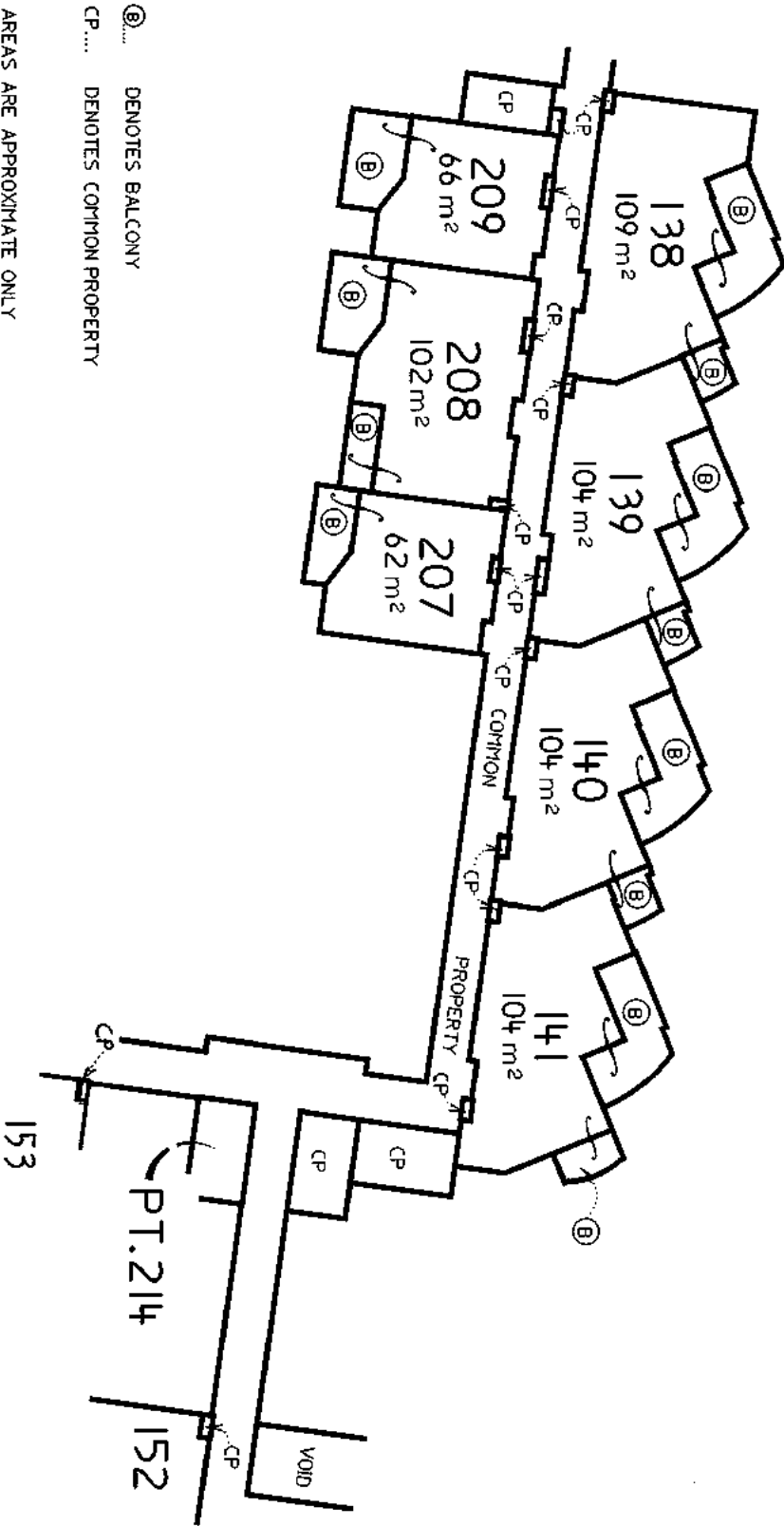
*[Signature]*  
 Registered Surveyor

*[Signature]*  
 Authorised Person / Licensed Manager / Accredited Certifier

SURVEYOR'S REFERENCE: B145-10, Checklist

SECOND FLOOR PLAN

SP73905

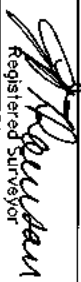


- ⓑ..... DENOTES BALCONY
- CP..... DENOTES COMMON PROPERTY
- AREAS ARE APPROXIMATE ONLY

EXCEPT WHERE COVERED BALCONIES ARE LIMITED IN HEIGHT TO 2.7 METRES ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR OF THEIR RESPECTIVE UNITS IMMEDIATELY ADJOINING.

Reduction Ratio 1 : 250

Lengths are in metres

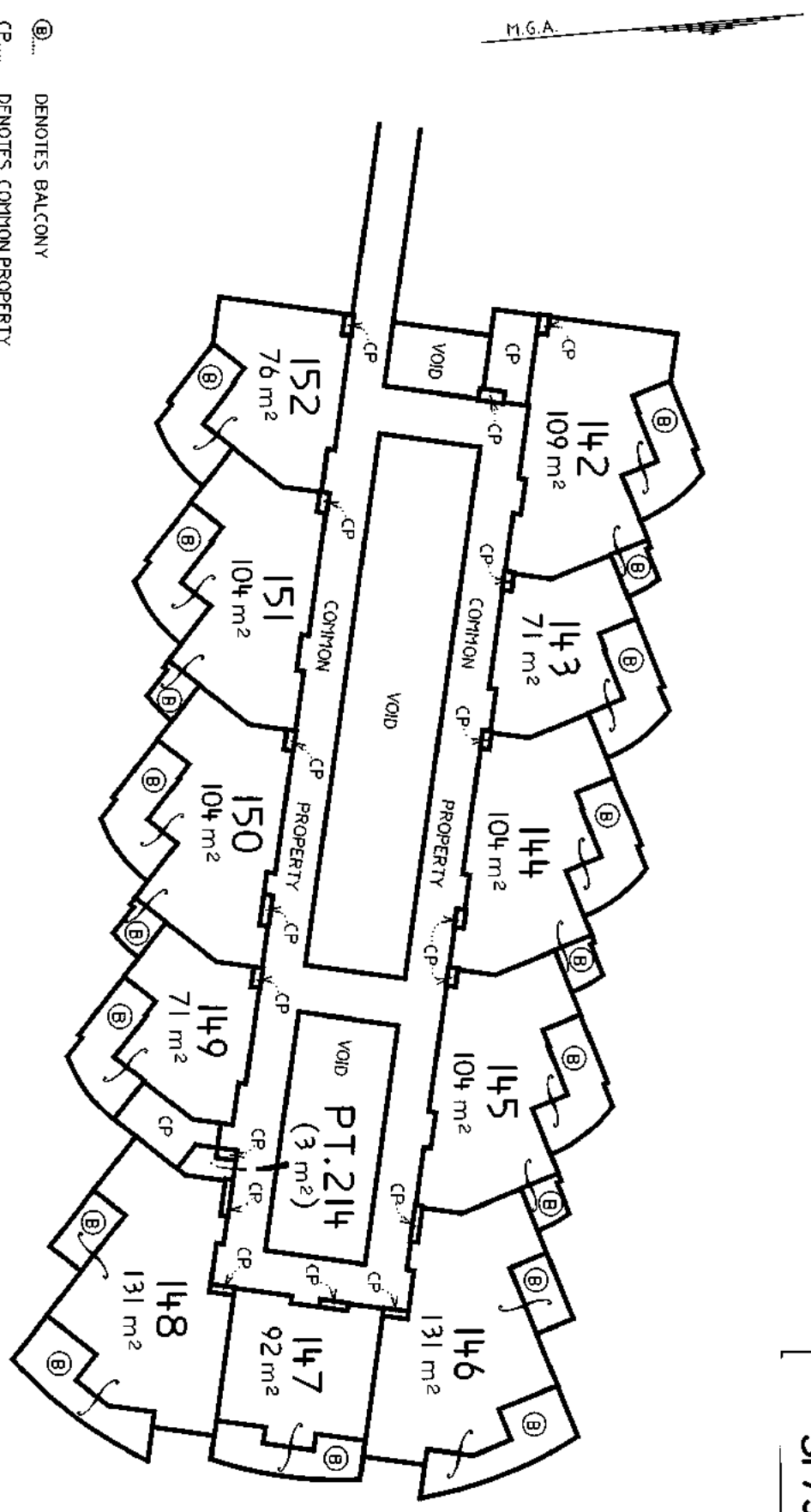
  
Registered Surveyor

  
Authorised Person / General Manager / Accredited Conveyancer

SURVEYOR'S REFERENCE: 8145-10, Checklist

**SECOND FLOOR PLAN**

**SP73905**



- ⓑ..... DENOTES BALCONY
  - CP..... DENOTES COMMON PROPERTY
- AREAS ARE APPROXIMATE ONLY

EXCEPT WHERE COVERED BALCONIES ARE LIMITED IN HEIGHT TO 2.7 METRES ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR OF THEIR RESPECTIVE UNITS IMMEDIATELY ADJOINING.

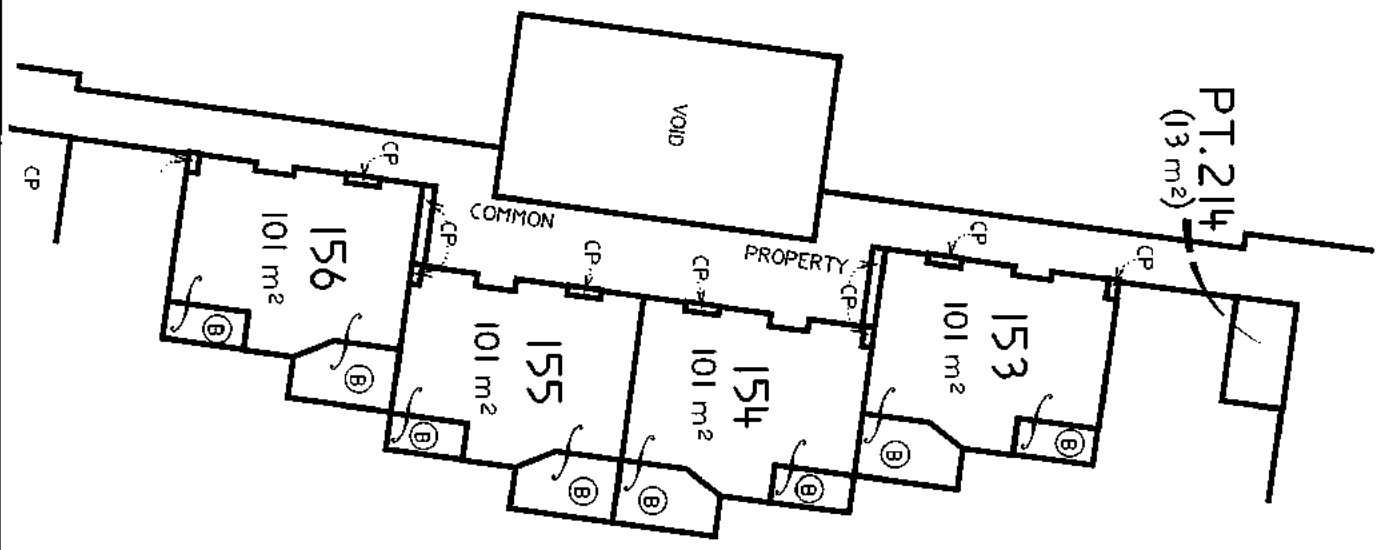
Reduction Ratio : 250

Lengths are in metres

*Stewart*  
 Registered Surveyor

*Stewart*  
 Authorised Person / General Manager / Accredited Checker

SURVEYOR'S REFERENCE: 8145-10, Checklist



**SECOND FLOOR PLAN**

**SP73905**

- ⓑ..... DENOTES BALCONY
- CP..... DENOTES COMMON PROPERTY
- AREAS ARE APPROXIMATE ONLY

EXCEPT WHERE COVERED BALCONIES ARE LIMITED IN HEIGHT TO 2.7 METRES ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR OF THEIR RESPECTIVE UNITS IMMEDIATELY ADJOINING.

Reduction Ratio 1: 250

Lengths are in metres

*[Signature]*  
Registered Surveyor

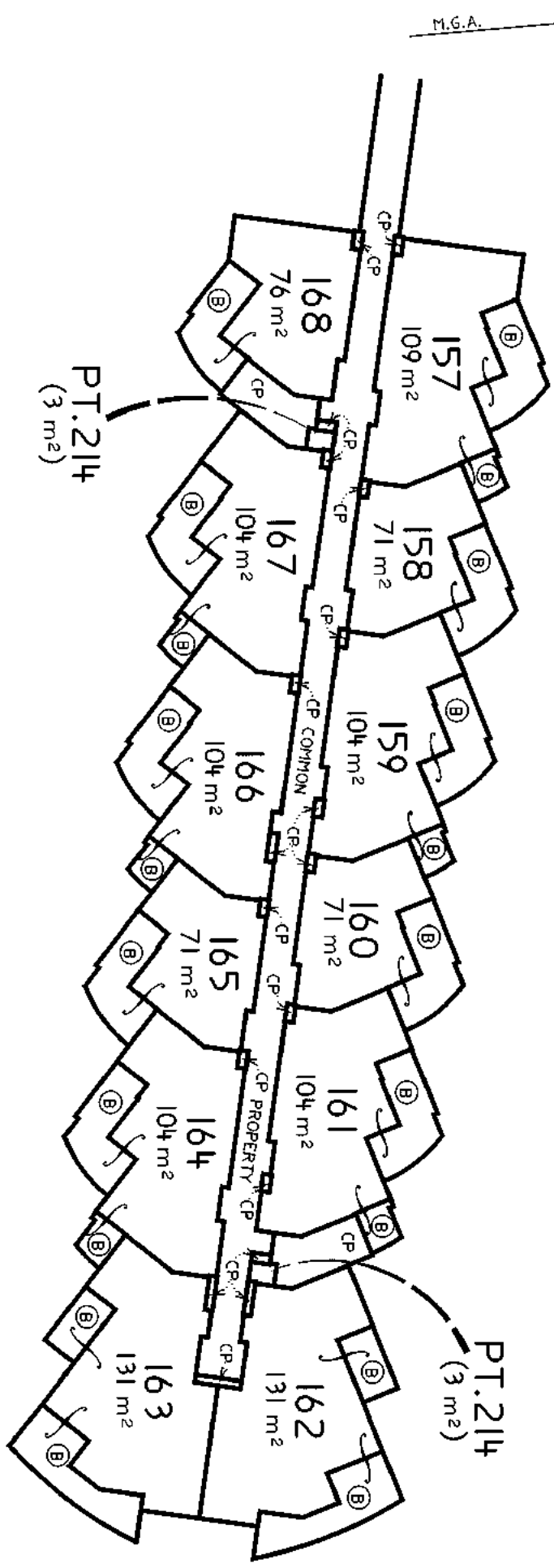
*[Signature]*  
Authorised Person / Licensed Manager / Accredited Cadastre

SURVEYOR'S REFERENCE: 8145-10, Checklist



SECOND FLOOR PLAN

SP73905



- Ⓟ..... DENOTES BALCONY
  - CP..... DENOTES COMMON PROPERTY
- AREAS ARE APPROXIMATE ONLY

EXCEPT WHERE COVERED BALCONIES ARE LIMITED IN HEIGHT TO 2.7 METRES ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR OF THEIR RESPECTIVE UNITS IMMEDIATELY ADJOINING.

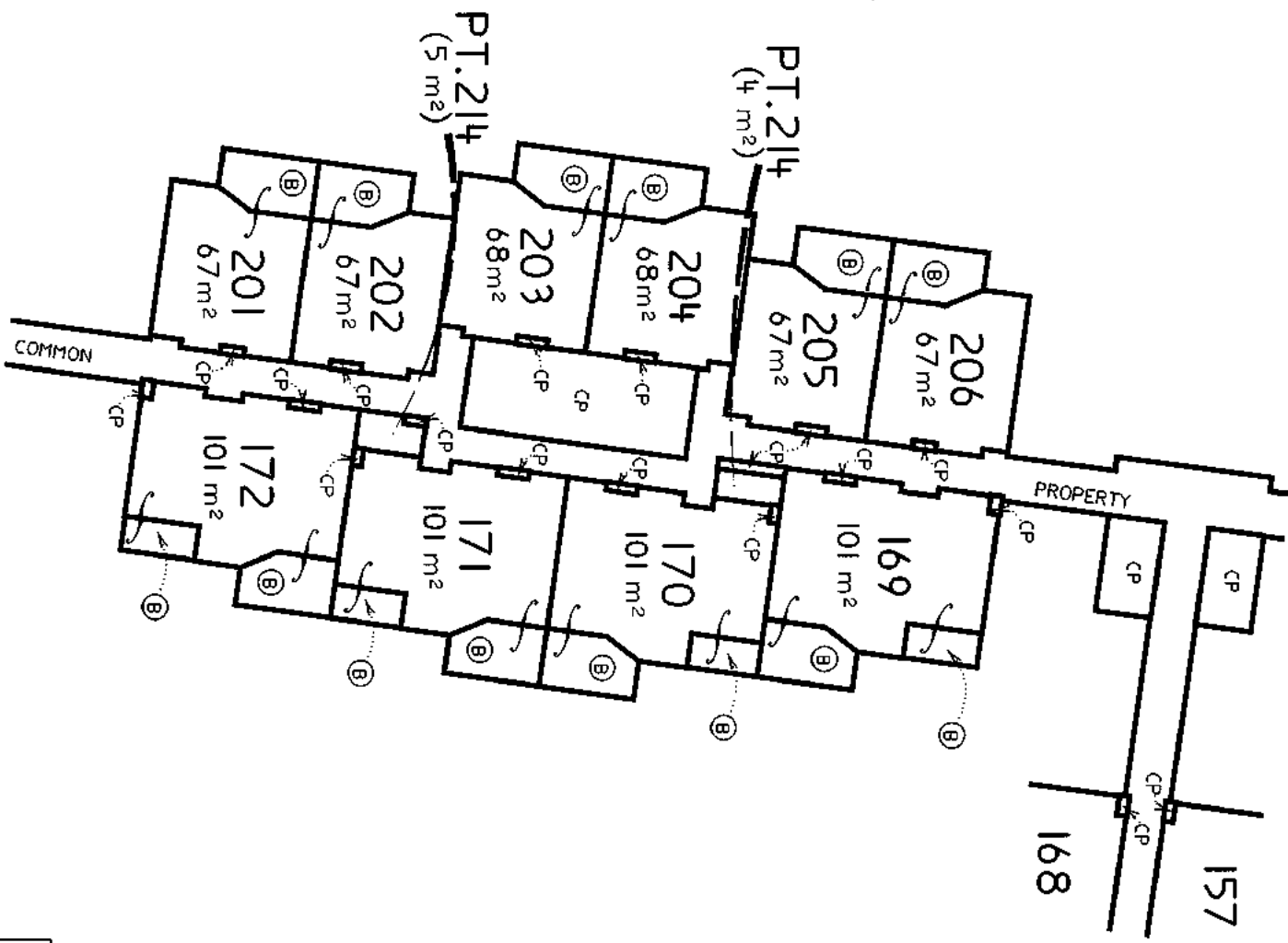
Reduction Ratio 1 : 250

Lengths are in metres

*[Signature]*  
 Registered Surveyor

*[Signature]*  
 Authorised Person / *[Signature]*

SURVEYOR'S REFERENCE: 8145-10, Checklist



SECOND FLOOR PLAN

SP73905

- Ⓟ..... DENOTES BALCONY
- CP..... DENOTES COMMON PROPERTY
- AREAS ARE APPROXIMATE ONLY

EXCEPT WHERE COVERED BALCONIES ARE LIMITED IN HEIGHT TO 2.7 METRES ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR OF THEIR RESPECTIVE UNITS IMMEDIATELY ADJOINING.

Reduction Ratio 1 : 250

Lengths are in metres

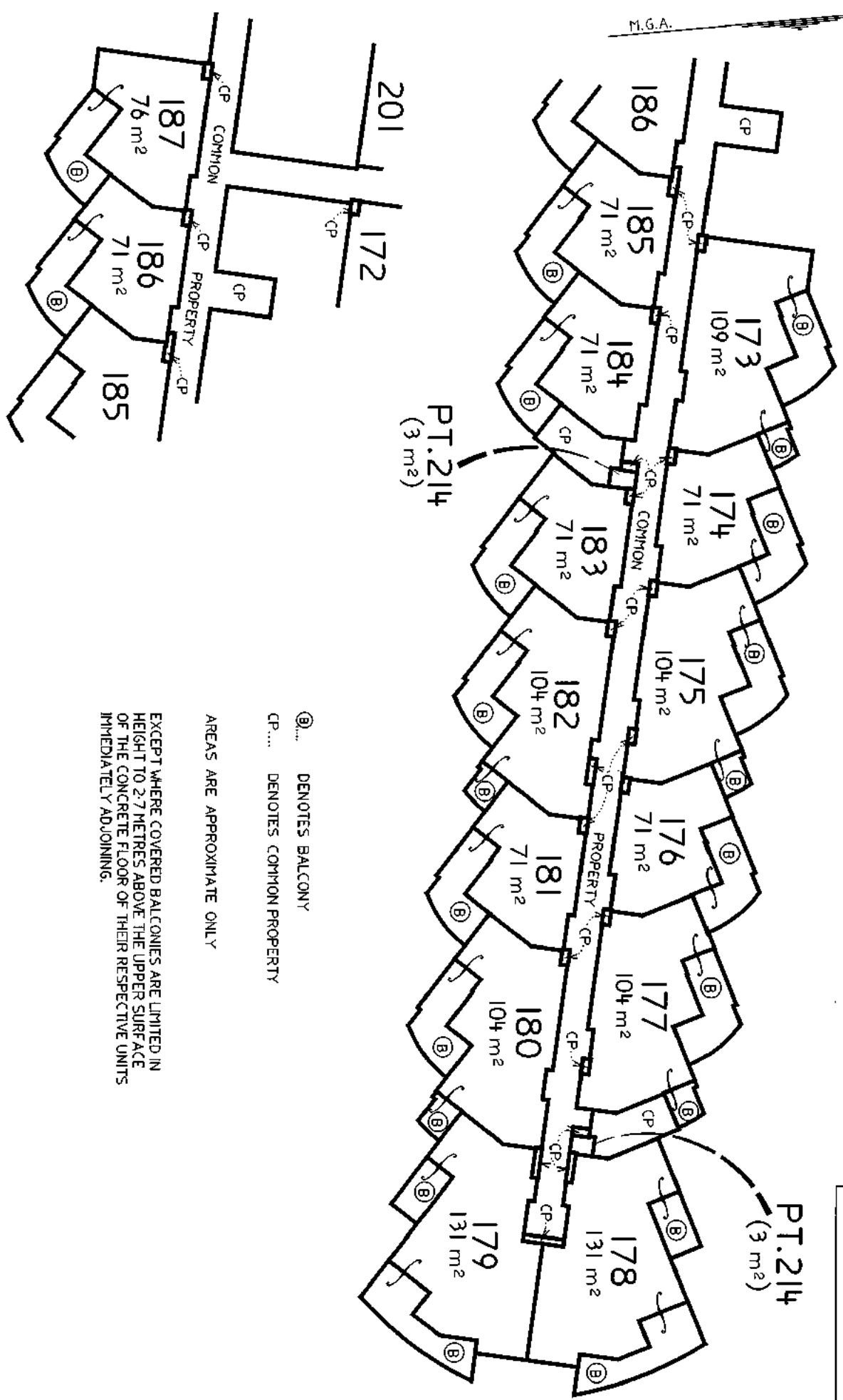
*W. Robinson*  
 Registered Surveyor

*W. Robinson*  
 Authorised Person / General Manager / Accredited Certifier

SURVEYOR'S REFERENCE: 8145-10, Checklist

**SECOND FLOOR PLAN**

**SP73905**



- ⓑ..... DENOTES BALCONY
- CP..... DENOTES COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY

EXCEPT WHERE COVERED BALCONIES ARE LIMITED IN HEIGHT TO 2.7 METRES ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR OF THEIR RESPECTIVE UNITS IMMEDIATELY ADJOINING.

Reduction Ratio 1 : 250

Lengths are in metres

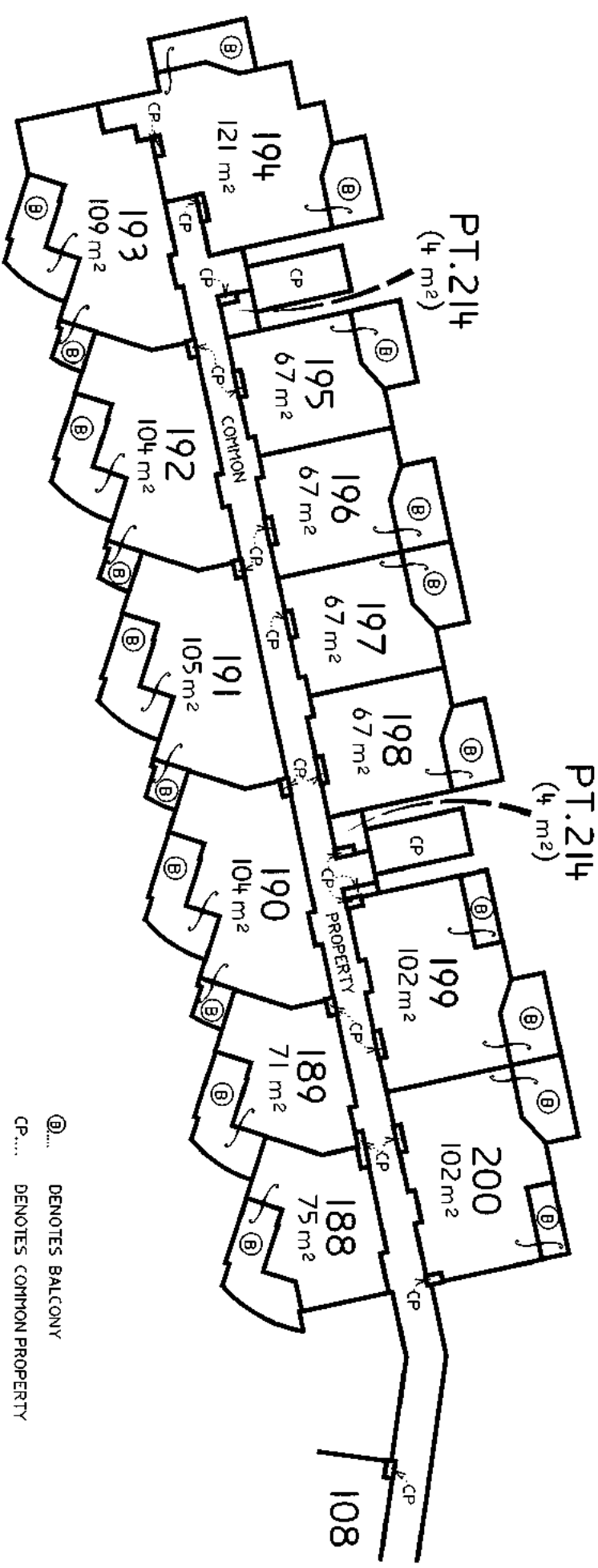
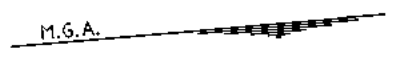
*W. Henderson*  
 Registered Surveyor

*W. Henderson*  
 Authorised Person / Licensed Homeowner / Approved Contractor

SURVEYOR'S REFERENCE: 8145-10, Checklist

SECOND FLOOR PLAN

SP73905



Ⓟ..... DENOTES BALCONY  
 CP..... DENOTES COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY

EXCEPT WHERE COVERED BALCONIES ARE LIMITED IN HEIGHT TO 2.7 METRES ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR OF THEIR RESPECTIVE UNITS IMMEDIATELY ADJOINING.

Reduction Ratio 1 : 250

Lengths are in metres

*[Signature]*  
 Registered Surveyor

*[Signature]*  
 Authorised Person / Licensed Manager / Accredited Classifier

SURVEYOR'S REFERENCE: 8145-10, Checklist

**SIGNATURES AND SEALS ONLY**

**City of Kingscliff**  
SOUTH KINGSCLIFF PT. LEE  
1000 OCEAN DRIVE PT. LEE  
APT. 008 900 280

**City Engineer**  
Sole Director  
S. J. ...

**City of Pacific United Ltd**  
493 498 under section 127  
of the Corporations Act 2001 in  
the presence of:

**Director** [Signature]  
**Director/Secretary** [Signature]

**REGISTERED BY GENERAL PRACTICE**  
JUSTINIA LIMITED A/CN 100 063 10  
GENERAL PRACTICE  
10 THURMALAN BUILDING  
100/110, Beach Street, Kingscliff  
NSW 2480

**REGISTERED PROFESSIONAL ENGINEER**  
No. 146, Beach Street Kingscliff  
NSW 2480

**REGISTERED PROFESSIONAL SURVEYOR**  
No. 146, Beach Street Kingscliff  
NSW 2480

**REGISTERED PROFESSIONAL ARCHITECT**  
No. 146, Beach Street Kingscliff  
NSW 2480

**REGISTERED PROFESSIONAL PLANNING**  
No. 146, Beach Street Kingscliff  
NSW 2480

**REGISTERED PROFESSIONAL LAND AGENT**  
No. 146, Beach Street Kingscliff  
NSW 2480

**REGISTERED PROFESSIONAL VALUER**  
No. 146, Beach Street Kingscliff  
NSW 2480

**REGISTERED PROFESSIONAL ACCOUNTANT**  
No. 146, Beach Street Kingscliff  
NSW 2480

**REGISTERED PROFESSIONAL TAX AGENT**  
No. 146, Beach Street Kingscliff  
NSW 2480

**REGISTERED PROFESSIONAL BUSINESS CONSULTANT**  
No. 146, Beach Street Kingscliff  
NSW 2480

**REGISTERED PROFESSIONAL FINANCIAL CONSULTANT**  
No. 146, Beach Street Kingscliff  
NSW 2480

**REGISTERED PROFESSIONAL INVESTMENT CONSULTANT**  
No. 146, Beach Street Kingscliff  
NSW 2480

**REGISTERED PROFESSIONAL REAL ESTATE AGENT**  
No. 146, Beach Street Kingscliff  
NSW 2480

**REGISTERED PROFESSIONAL SOCIAL WORKER**  
No. 146, Beach Street Kingscliff  
NSW 2480

**REGISTERED PROFESSIONAL YOUTH WORKER**  
No. 146, Beach Street Kingscliff  
NSW 2480

**REGISTERED PROFESSIONAL COMMUNITY DEVELOPMENT WORKER**  
No. 146, Beach Street Kingscliff  
NSW 2480

**REGISTERED PROFESSIONAL ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979**  
No. 146, Beach Street Kingscliff  
NSW 2480

**Department of Lands Approval**

In approving this plan certifies that all necessary approvals in regard to the allocation of the land shown herein have been given.

**Signature:** [Signature]  
**Date:** [Date]  
**File number:** [File number]  
**Office:** [Office]

**Subdivision Certificate**

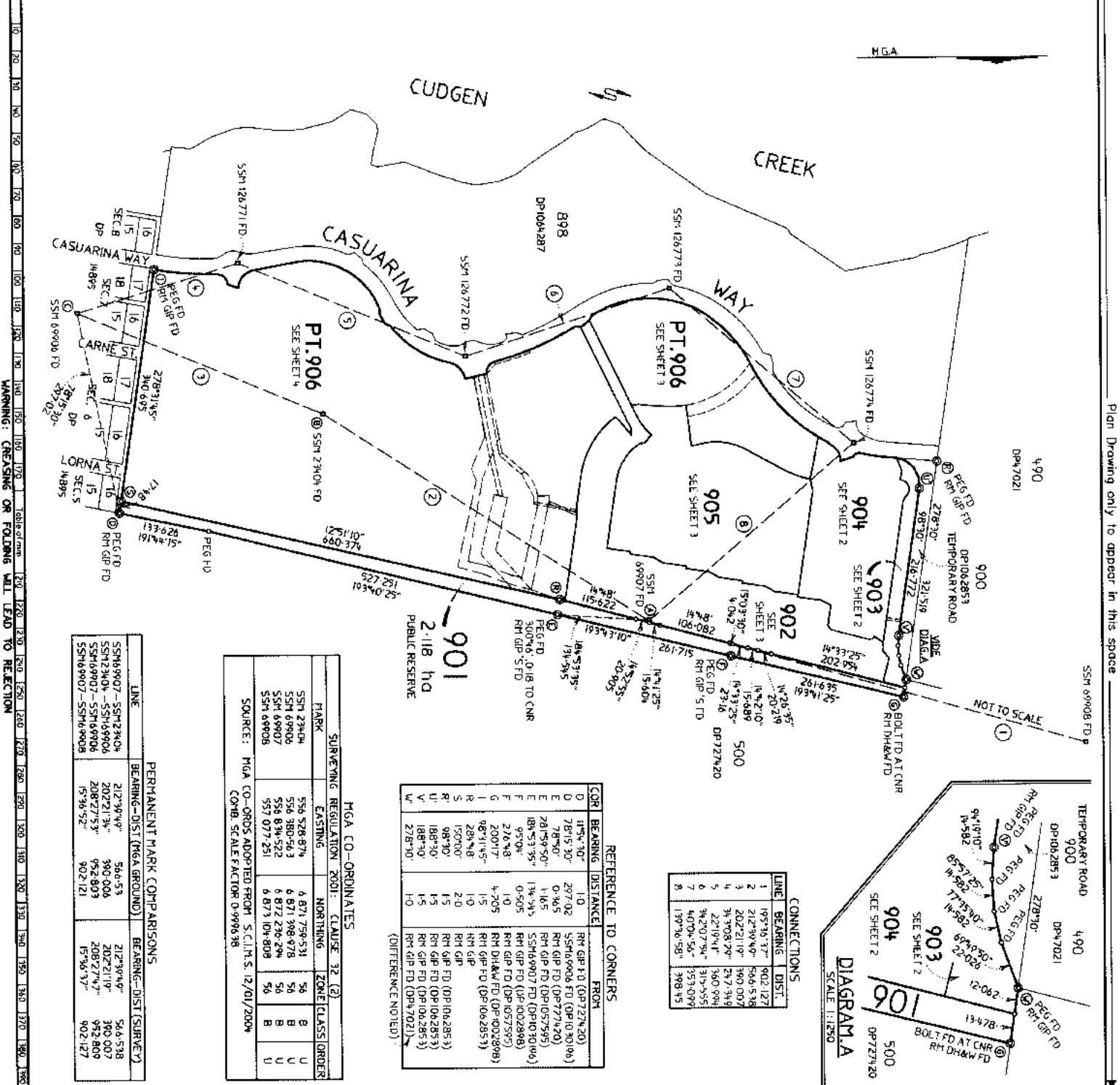
I hereby certify that the provisions of a (100) of the Environmental Planning and Assessment Act 1979 have been complied with in relation to the proposed subdivision.

**Authorisation:** [Signature]  
**Consent Authority:** [Signature]  
**Date of Consent:** [Date]  
**Subdivision Certificate No.:** [Number]  
**Registration No.:** [Number]

**Notes:**  
1. The plan is to be deposited in the office of the Registrar-General of Land at Sydney, New South Wales, for registration.  
2. The plan is to be deposited in the office of the Registrar-General of Land at Sydney, New South Wales, for registration.  
3. The plan is to be deposited in the office of the Registrar-General of Land at Sydney, New South Wales, for registration.

**Office of the Registrar-General / Strata Title / Ref: Mills Sale Kingscliff**

**WARNING: CHEASING OR FOLDING WILL LEAD TO REJECTION**



**Registered:** [Signature]  
**CA**

**The System:** TORRENS  
**Purpose:** SUBDIVISION  
**Ref. Map:** X 5467 42 & 44  
**Last Plan:** DP 1064287

**PLAN OF SUBDIVISION OF LOT 899 IN DP 1064287**

**LSA:** TWEED  
**Locality:** KINGSCLIFF  
**Parish:** CUDGEN  
**County:** ROLLS

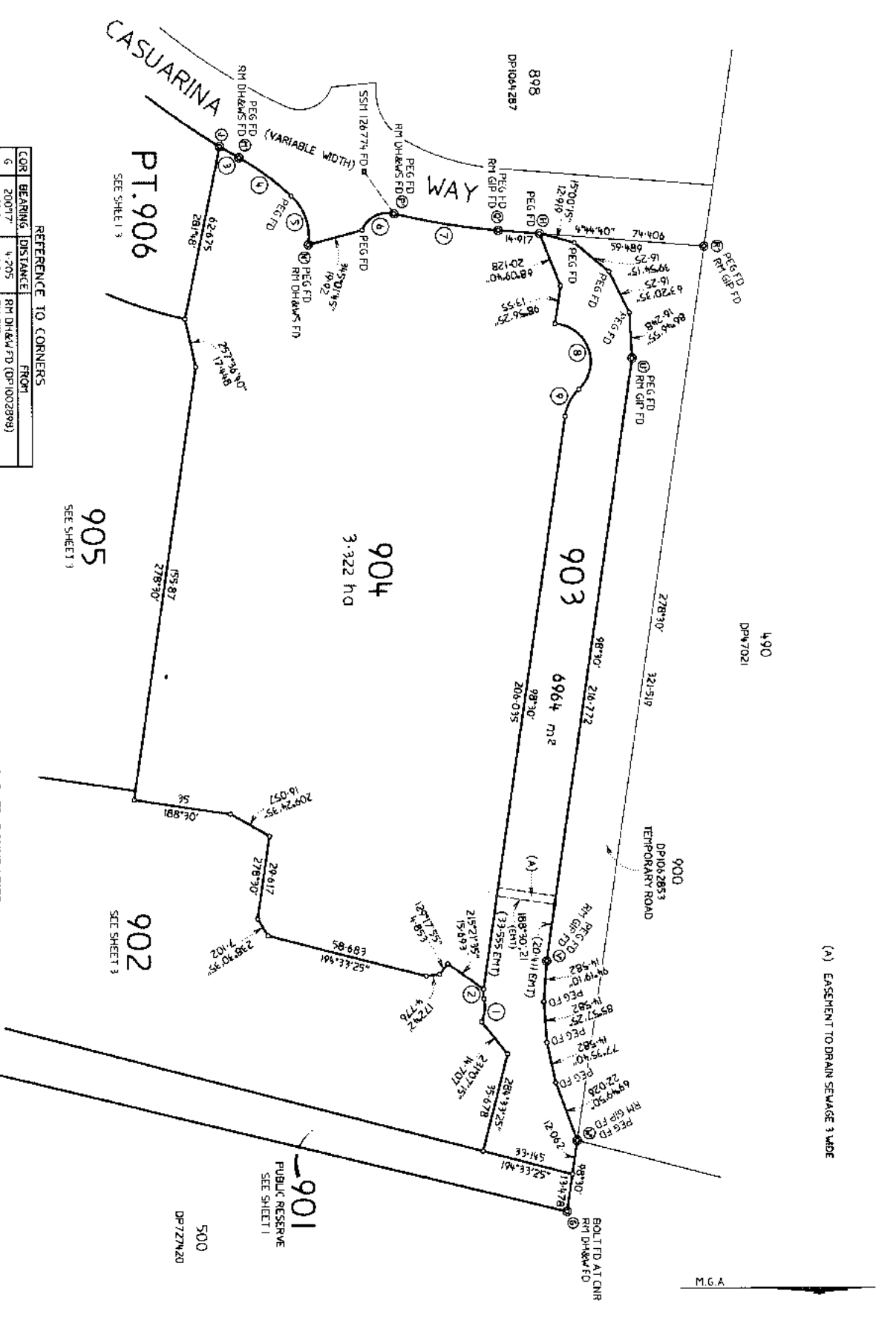
This is sheet 1 of 1 map in 4 sheets  
(Scale 1:1250)

**1. PUBLIC ENGINEER:** [Signature]  
**2. PUBLIC ENGINEER:** [Signature]  
**3. PUBLIC ENGINEER:** [Signature]  
**4. PUBLIC ENGINEER:** [Signature]  
**5. PUBLIC ENGINEER:** [Signature]  
**6. PUBLIC ENGINEER:** [Signature]  
**7. PUBLIC ENGINEER:** [Signature]  
**8. PUBLIC ENGINEER:** [Signature]  
**9. PUBLIC ENGINEER:** [Signature]  
**10. PUBLIC ENGINEER:** [Signature]

**PLEASE FOR USE ONLY:** For attachments of information to delineate public roads or to create public reserves, drainage reserves, easements or other restrictions on the use of land or positive easements.

**ITS INTENDED:**

- TO CREATE LOT 901 AS PUBLIC RESERVE
- TO CREATE PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919:-
- EASEMENT TO DRAIN SEWAGE 3 MIDE
- EASEMENT TO DRAIN WATER 17 MIDE
- EASEMENT TO DRAIN WATER 6 MIDE
- EASEMENT TO DRAIN WATER 20 MIDE & VARIABLE WIDTH
- EASEMENT TO DRAIN SEWAGE 4 MIDE
- EASEMENT TO DRAIN SEWAGE 4+67 MIDE
- EASEMENT TO DRAIN WATER 6 MIDE
- EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH
- RIGHT OF ACCESS 20.2 MIDE & VARIABLE WIDTH
- EASEMENT FOR ELECTRICITY PURPOSES 3 MIDE



REFERENCE TO CORNERS

COR	BEARING	DISTANCE	FROM
G	200°17'	4.705	RM DH&W FD (DP1002898)
H	68°10'	1.0	RM GIP
J	101°48'	1.0	RM GIP
K	119°08'20"	5.415	RM DH&W IN KB FD (OP 062853)
L	119°08'20"	18.18	RM DH&W IN KB FD (OP 062853)
M	165°01'	3.49	RM DH&W IN KB FD (OP 062853)
N	165°01'	15.42	RM DH&W IN KB FD (OP 062853)
O	103°14'20"	5.255	RM DH&W IN KB FD (OP 062853)
P	103°14'20"	19.865	RM DH&W IN KB FD (OP 062853)
Q	94°14'45"	185.38	SSM 126 774 FD (OP 062853)
R	98°30'	1.5	RM GIP FD (OP 1002853)
S	188°30'	1.5	RM GIP FD (OP 1002853)
T	188°30'	1.5	RM GIP FD (OP 1002853)
V	188°30'	1.5	RM GIP FD (OP 1002853)
W	278°30'	1.0	RM GIP FD (OP 1002853)

(DIFFERENCE NOTED)

CURVED BOUNDARIES

LINE	CHORD	DIST	RADIUS	ARC
1	27503.35	9.217	13.205	8.355
2	21815.30	7.506	10	3.572
3	30000.55	7.906	281	7.406
4	3612.05	23.243	49.5	23.302
5	705.31	18.542	10	19.28
6	31322.05	12.956	241	37.926
7	915.10	17.887	13.5	31.562
8	6957.25	24.849	13.5	31.562
9	1174.3	10.862	16.5	11.068

(A) EASEMENT TO DRAIN SEWAGE 3 MIDE

M.G.A

Registered:  
 DP1066477

This is sheet 2 of my plan in 4 sheets  
 dated 27/1/2004

*My Bookie*

Surrey registers under Surveying Act, 2002

This is sheet 2 of the plan of 4 sheets  
 of ready subdivision certificate No.  
 of SC0410045

For use where space is insufficient in any  
 panel on Plan Form 2

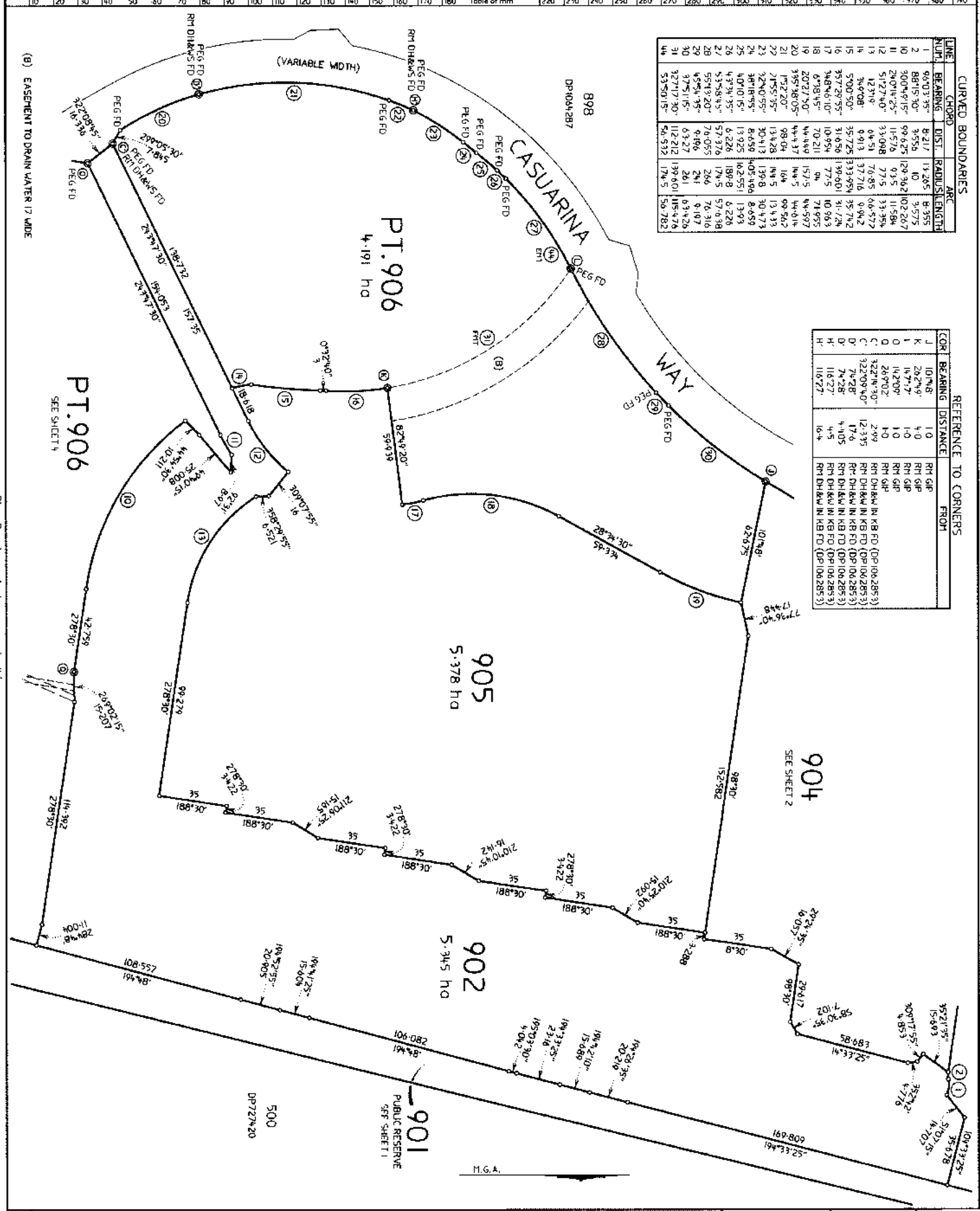
Reduction Ratio: 1:1000

Plan Drawing only to appear in this space

SCALE FROM 5 METRES: 845-78. DIMENSIONS

LINE NO.	BEARING	DIST.	RADIUS	ARC LENGTH
1	96°03'35"	8.217	15.265	3.755
2	88°15'30"	3.654	10	3.675
10	300°09'15"	99.625	129.362	102.267
11	240°04'25"	11.576	9.35	11.584
12	51°27'40"	33.008	77.5	33.354
13	12°31'8"	48.51	76.85	66.572
14	346°08'	49.13	37.716	49.42
15	57°00'50"	35.725	133.954	35.72
16	357°29'55"	31.656	139.601	31.724
17	348°06'10"	10.954	77.5	10.963
18	6°28'45"	70.211	157.5	71.955
20	207°27'30"	44.449	157.5	44.597
21	335°38'05"	44.437	154.4	44.414
22	1°32'20"	98.04	104	99.542
23	21°55'35"	134.28	149.5	134.33
24	32°40'55"	30.413	199.8	30.473
25	381°18'55"	8.659	405.496	8.659
26	4°01'01.5"	13.925	162.551	13.93
27	4°37'31.35"	6.226	189.8	6.226
28	55°54'45"	57.376	174.5	57.438
29	45°54'35"	76.055	266	76.316
30	45°54'35"	9.486	241	9.107
31	375°11'5"	63.27	261	63.426
34	53°50'15"	112.212	139.601	115.476
44	53°50'15"	56.512	174.5	56.782

COR.	BEARING	DISTANCE	FROM
J	104°48'	1.0	RM GP
K	282°49'	4.0	RM GP
L	147°37'	1.0	RM GP
O	142°09'	1.0	RM GP
C	26°40'2"	1.0	RM GP
D	322°09'30"	2.99	RM DH&W IN KB FD (DP 106.285(3))
D	12°33'5"	12.335	RM DH&W IN KB FD (DP 106.285(3))
D	74°28'	17.6	RM DH&W IN KB FD (DP 106.285(3))
H	4°40'5"	4.405	RM DH&W IN KB FD (DP 106.285(3))
H	116°27'	4.5	RM DH&W IN KB FD (DP 106.285(3))
H	116°27'	16.4	RM DH&W IN KB FD (DP 106.285(3))



DP1066477

Registered: *[Signature]* 8/9/2004

This is sheet 3 of my plan in 4 sheets dated 2/12/2004

*[Signature]*

Surveyor registered under Surveying Act, 2002

This is sheet 3 of my plan in 4 sheets covered by subdivision certificate No of SCA00045

Authorised Person / Licensed Valuer / Licensed Cadastral

For use where space is insufficient in my panel on Plan Form 2.

Reduction Ratio: 1:1250

SURVEYOR'S REFERENCE: 645 76, CHECKLIST

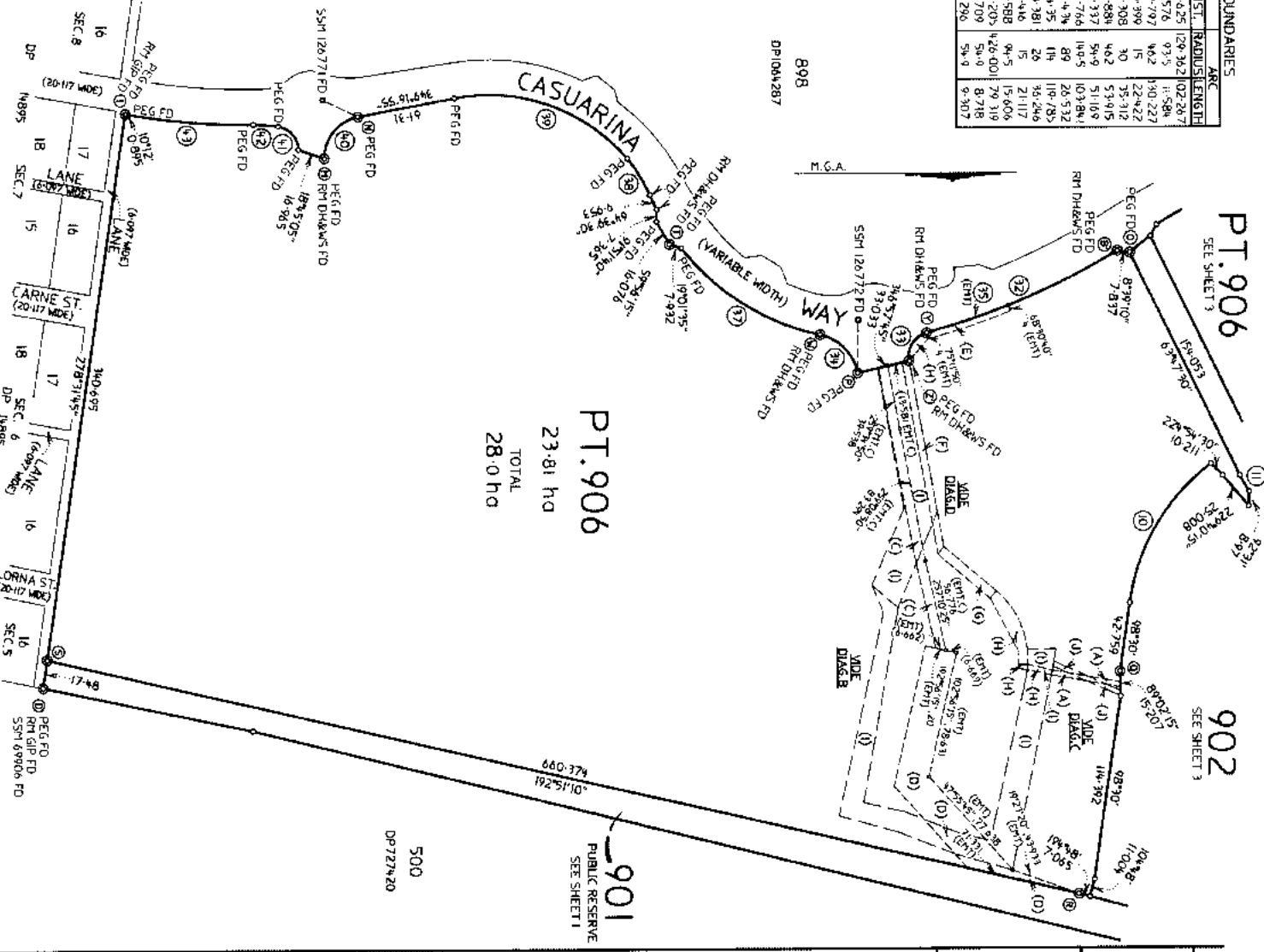
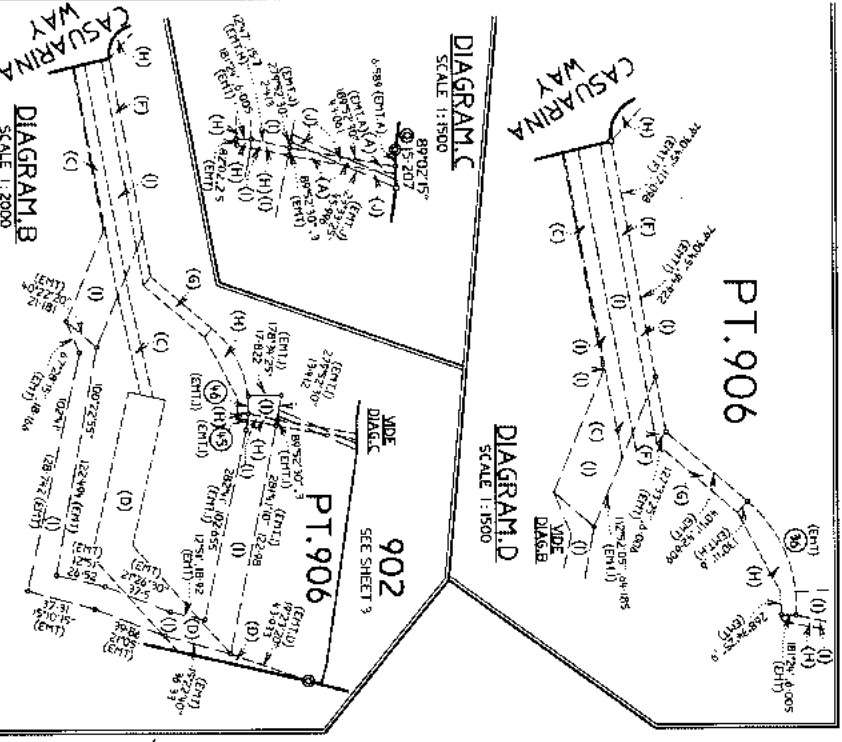
REFERENCE TO CORNERS

COR	BEARING	DISTANCE	FROM
D	178°53'30"	207.02	RM DRAWS IN KB FD (DP1062853)
D	108°31'45"	1.5	RM DRAWS IN KB FD (DP1062853)
M	182°50'	13.585	RM DRAWS IN KB FD (DP1062853)
N	85°29'15"	24.951	RM DRAWS IN KB FD (DP1062853)
O	142°09'	1.0	RM DRAWS IN KB FD (DP1062853)
Q	80°55'15"	33.012	SSM 126772 FD (DP1062853)
Q	26°02'	1.0	RM DRAWS IN KB FD (DP1062853)
R	284°48'	2.0	RM DRAWS IN KB FD (DP1062853)
S	150°00'	2.0	RM DRAWS IN KB FD (DP1062853)
T	59°17'	3.465	RM DRAWS IN KB FD (DP1062853)
U	99°33'50"	12.62	RM DRAWS IN KB FD (DP1062853)
W	101°58'30"	5.435	RM DRAWS IN KB FD (DP1062853)
X	102°02'20"	19.38	RM DRAWS IN KB FD (DP1062853)
Y	75°12'30"	20.37	RM DRAWS IN KB FD (DP1062853)
Y	75°12'30"	5.35	RM DRAWS IN KB FD (DP1062853)
B	59°03'	19.675	RM DRAWS IN KB FD (DP1062853)
B	346°57'30"	7.345	RM DRAWS IN KB FD (DP1062853)
Z	346°57'30"	25.05	RM DRAWS IN KB FD (DP1062853)

CURVED BOUNDARIES

LINE	CHORD	DIST	RADIUS	ARC
10	120°49'15"	99.425	126.362	102.267
11	60°14'25"	11.576	97.5	11.584
12	337°07'20"	129.797	46.2	130.227
13	302°21'15"	20.999	15	22.422
14	45°57'30"	33.308	30	35.312
15	341°51'15"	53.881	46.2	53.915
16	68°53'05"	109.337	59.6	51.169
17	31°28'15"	101.766	100.5	103.84
18	187°3'	24.33	89	26.532
19	117°3'	33.381	26	36.246
20	149°00'15"	19.446	15	21.117
21	356°35'	45.588	94.5	156.006
22	4°51'55"	79.205	126.001	79.319
23	278°08'05"	8.709	59.0	9.307
24	268°49'45"	9.996	59.9	9.307

- (A) EASEMENT TO DRAIN SEWAGE 3 WIDE
- (C) EASEMENT TO DRAIN WATER 6 WIDE
- (D) EASEMENT TO DRAIN WATER 20 WIDE & VARIABLE WIDTH
- (E) EASEMENT TO DRAIN WATER 4 WIDE
- (F) EASEMENT TO DRAIN WATER 4+167 WIDE
- (G) EASEMENT TO DRAIN SEWAGE 6 WIDE
- (H) EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH
- (I) EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH
- (J) RIGHT OF ACCESS 20 Z WIDE & VARIABLE WIDTH
- (K) EASEMENT FOR ELECTRICITY PURPOSES 3 WIDE



Registered: **DP1066477**

This is sheet 4 of my plan in 4 sheets dated 2/12/2004.

Surveyor registered under Surveying Act, 2002

This is sheet 4 of the plan of 4 sheets and the subdivision certificate No. of SC04100475

Authorised Person / Licensed Surveyor / Assessor/Inspector/Field Officer

For use where space is insufficient in any point on Plan Form 2.

Reduction Ratio: 2000

Plan Drawing only to appear in this space

Scale for S. Reference: 895-78, 1066477



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

(Sheet 1 of 2 sheets)

# DP1066477

Subdivision covered by Council's Certificate No  
~~SC04/0045~~ of 2004

Full name and address of  
Owner of the land

South Kingscliff Developments Pty Ltd ACN 098  
968 266 C/- Ray Group Pty Ltd, 34-36 Glenferrie  
Drive, Robina, Qld, 4226

Full name and address of  
mortgagee of the land:

Capital Finance Australia Limited ACN 069 663  
136, Level 10, 127 Creek Street, Brisbane, Qld,  
4000

City Pacific Limited ACN 079 453 955, Santa  
Cruz House, 56 – 60 Santa Cruz Boulevard,  
Clear Island Waters, Qld, 4226

## Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit á prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited Lot(s), bodies or Prescribed Authority:
1.	Easement to drain sewage 3 wide	903, 906	Tweed Shire Council
2.	Easement to drain water 17 wide	906	Tweed Shire Council
3.	Easement to drain water 6 wide	906	Tweed Shire Council
4.	Easement to drain water 20 wide and variable width	906	Tweed Shire Council
5.	Easement to drain sewage 4 wide	906	Tweed Shire Council
6.	Easement to drain sewage 4.467 wide	906	Tweed Shire Council
7.	Easement to drain sewage 6 wide	906	Tweed Shire Council
8.	Easement to drain sewage variable width	906	Tweed Shire Council
9.	Right of access 20.2 wide and variable width	906	Tweed Shire Council
10.	Easement for electricity purposes 3 wide	906	Tweed Shire Council

## Part 2 (Terms)

Name of Person whose consent is required to release, vary or modify easement firstly, secondly, thirdly, fourthly, fifthly, sixthly, seventhly, eighthly, ninthly and tenthly referred to in the abovementioned plan:

Tweed Shire Council

# DP1066477

(Sheet 2 of 2 sheets)

Executed by South Kingscliff Developments Pty Ltd ACN 098 968 266 )  
)  
)



.....  
Sole Director and Sole Secretary

.....  
Print Name

Executed by Capital Finance Australia Limited ACN 069 663 136 by its duly appointed attorneys )  
)  
)  
GREGORY DAVID RAMSAY )  
STATE MANAGER )  
KATHRYN ANN BUDD )  
and SETTLEMENT OFFICE SUPERVISOR )  
under Power of Attorney Number )

.....  
Attorney

~~40475266~~ Book 4228 No 968 )  
who certify they have no notice of )  
revocation of the said power of attorney )  
in the presence of: )

.....  
Attorney

.....  
Witness

AMANDA VAN WYK )  
Print Name )  
CL CAPITAL FINANCE AUSTRALIA LTD. )  
LEVEL 10, 127 CREEK ST, )  
BRISBANE QLD. )

Executed by City Pacific Limited ACN 079 453 955 by its duly appointed attorneys )  
)  
)  
Stuart Handley Kissick )  
and Phillip Keith Sullivan )  
under Power of Attorney Number )

.....  
Attorney

Book 4424 No 979 )  
who certify they have no notice of )  
revocation of the said power of attorney )  
in the presence of: )

.....  
Attorney

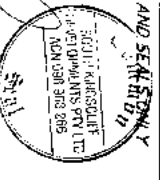
.....  
Witness

.....  
Print Name )  
CL- 13 NERANG ST, )  
SOUTHPORT, QLD. )

.....  
Tweed Shire Council  
Authorised Person/General Manger

.....  
.....





By its duly appointed attorney  
Smart Horley Kerslake  
under powers of attorney bank  
4422 on 7/9 who delivers in  
execution of the Power of  
attorney.

Executed by City Pacific Limited  
12/9 079 453 955 on transfer  
by its duly appointed attorney  
Smart Horley Kerslake  
under powers of attorney bank  
4422 on 7/9 who delivers in  
execution of the Power of  
attorney.

PAUL ROBERT AINS  
12-7 Cardale Street  
Brisbane

Department of Lands Approval  
In approving this plan certifies  
(Authorised Officer)  
That all necessary approvals in respect to the allocation of the  
land shown hereon have been given.

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
File Number: \_\_\_\_\_  
Other: \_\_\_\_\_

Subdivision Certificate  
I certify that the provisions of the Subdivision Act 1988 and the provisions of the  
Regulation 1997 have been satisfied in relation to the  
proposed  
Subdivision of the land shown hereon.  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
File Number: \_\_\_\_\_  
Other: \_\_\_\_\_

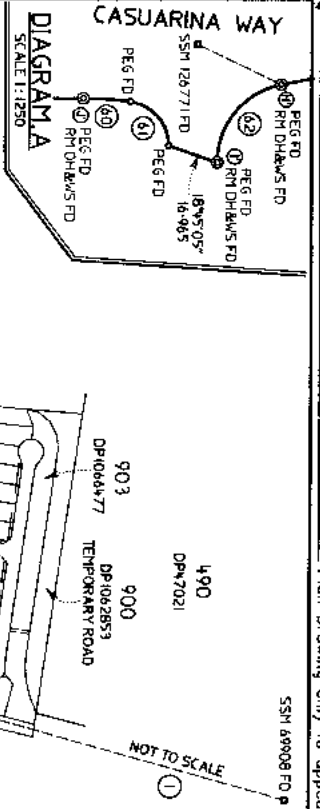


DIAGRAM A  
SCALE 1:1250

LINE	BEARING	DIST.
1	195°36'37"	902.1277
2	212°39'40"	966.5348
3	202°21'14"	930.0077
4	34°30'8.28"	247.9194
5	227°19'41"	340.9094
6	94°20'51"	315.5555
7	40°04'56"	953.0090
8	139°36'58"	398.4450
9	34°37'58"	186.4908
10	66°42'31"	179.1820
11	107°40'01"	209.30
12	223°57'07"	111.51



CURVED BOUNDARIES

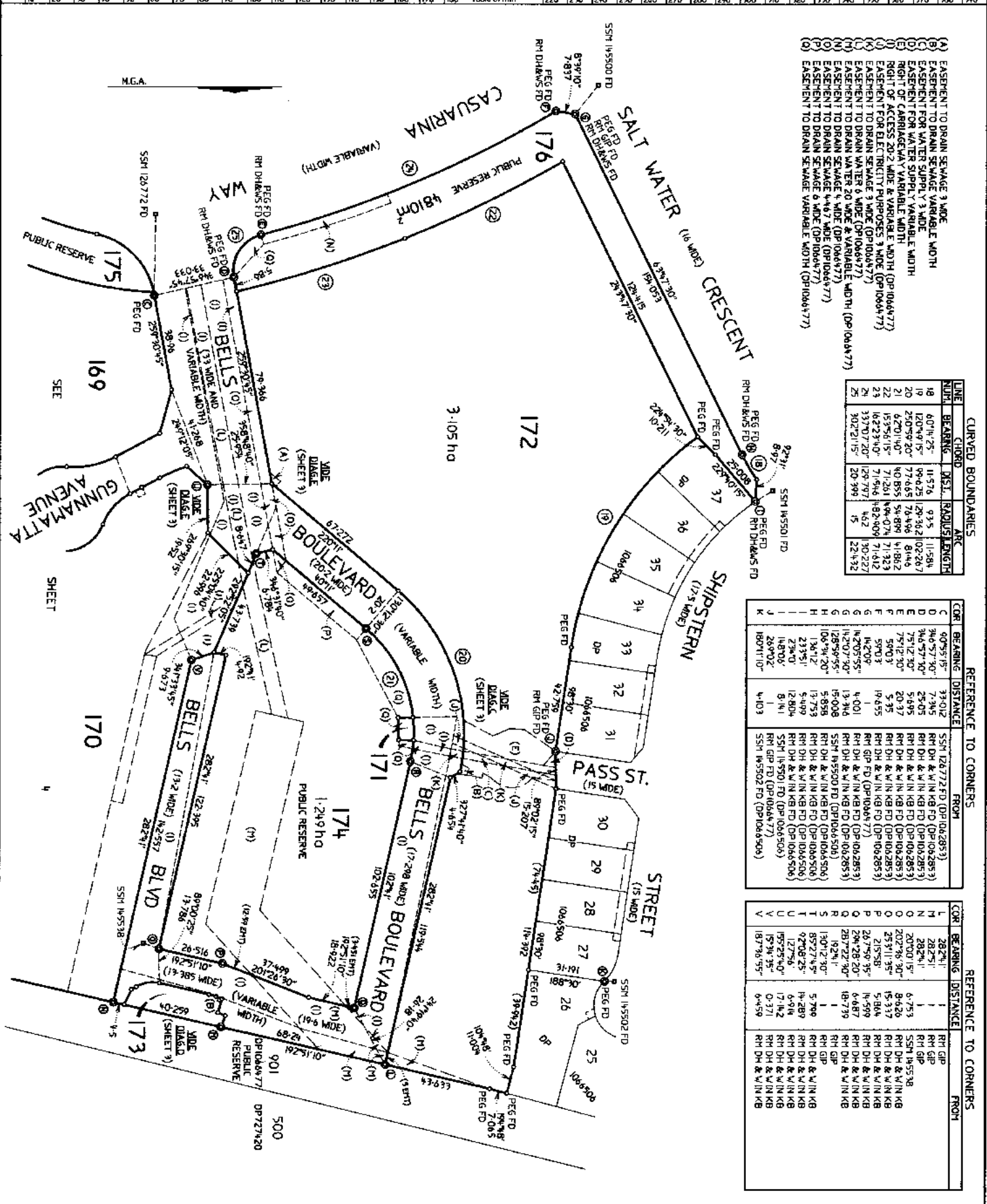
LINE	CHORD	DIST.	RADIUS	LENGTH	ARC
37	92°55'30"	68.012	114	40.123	11.4
38	90°39'55"	78.218	115	47.81	11.5
39	141°07'10"	155.13	150.25	79.316	11.5
40	151°55"	75.205	128.601	71.316	11.5
41	154°35"	15.588	14.5	15.003	11.5
42	144°01'15"	19.418	18.1	21.117	11.5
43	142°21"	11.455	11.4	16.785	11.5
44	150°1'30"	28.476	89	28.552	11.5
45	113°57"	61.703	166.25	62.063	11.5
46	155°22'10"	75.251	172.819	95.312	11.5
47	4°53'3"	35.251	35.004	35.005	11.5
48	117°22'40"	3.504	3.504	3.505	11.5
49	117°22'40"	3.504	3.504	3.505	11.5
70	117°22'40"	3.504	3.504	3.505	11.5

PERMANENT MARK COMPARISONS

LINE	BEARING-DIST (MGA GROUND)	BEARING-DIST (SURVEY)
56	528°58'7.4"	6 871 759°53.1"
57	380°54.3"	6 871 398°47.9"
58	834°52.2"	6 872 236°28.4"
59	077°25.1"	6 873 104°40.8"
60	308°84.4"	6 871 635°41.6"
61	445°97.1"	6 871 964°41.6"
62	349°18.6"	6 872 289°44.5"
63	576°47.7"	6 872 599°44.5"
64	90°47.7"	6 872 599°44.5"
65	576°47.7"	6 872 599°44.5"
66	90°47.7"	6 872 599°44.5"
67	576°47.7"	6 872 599°44.5"
68	90°47.7"	6 872 599°44.5"
69	576°47.7"	6 872 599°44.5"
70	90°47.7"	6 872 599°44.5"

MGA CO-ORDINATES

MARK	EASTING	NORTHING	ZONE	CLASS	ORDER
56	528 587.4	6 871 759.531	56	B	U
57	380 54.3	6 871 398.479	56	B	U
58	834 52.2	6 872 236.284	56	B	U
59	077 25.1	6 873 104.408	56	B	U
60	308 84.4	6 871 635.416	56	B	U
61	445 97.1	6 871 964.416	56	B	U
62	349 18.6	6 872 289.445	56	B	U
63	576 47.7	6 872 599.445	56	B	U
64	90 47.7	6 872 599.445	56	B	U
65	576 47.7	6 872 599.445	56	B	U
66	90 47.7	6 872 599.445	56	B	U
67	576 47.7	6 872 599.445	56	B	U
68	90 47.7	6 872 599.445	56	B	U
69	576 47.7	6 872 599.445	56	B	U



- CURVED BOUNDARIES**
- | LINE | CHORD     | BEARING | RADIUS  | ARC     |
|------|-----------|---------|---------|---------|
| 18   | 407m.25'  | 11574   | 93.5    | 11.584  |
| 19   | 120m.92'  | 194228  | 129.362 | 102.267 |
| 20   | 220m.92'  | 77.683  | 78.446  | 84.46   |
| 21   | 620m.40'  | 40.855  | 54.649  | 41.882  |
| 22   | 152.9615' | 71.261  | 144.074 | 71.323  |
| 23   | 162.2340' | 71.946  | 162.409 | 71.612  |
| 24   | 129.797'  | 20.999  | 142     | 150.227 |
| 25   | 302.2115' | 120.999 | 142     | 224.32  |

**REFERENCE TO CORNERS**

COR	BEARING	DISTANCE	FROM
C	90°55'15"	33.012	SSM 126772 FD (DP1062853)
D	346°57'30"	7.345	RM DH & WIN KB FD (DP1062853)
E	75°12'30"	25.05	RM DH & WIN KB FD (DP1062853)
F	75°12'30"	5.685	RM DH & WIN KB FD (DP1062853)
G	59°03'	20.37	RM DH & WIN KB FD (DP1062853)
H	142°09'	19.655	RM DH & WIN KB FD (DP1062853)
I	142°09'	4.001	RM DH & WIN KB FD (DP1062853)
J	126°30'35"	13.948	SSM 185502 FD (DP1066506)
K	106°34'20"	5.858	RM DH & WIN KB FD (DP1066506)
L	136°12'	13.753	RM DH & WIN KB FD (DP1066506)
M	233°51'	5.409	RM DH & WIN KB FD (DP1066506)
N	148°02'	8.141	SSM 185501 FD (DP1066506)
O	180°11'0"	4.103	SSM 185502 FD (DP1066506)

**REFERENCE TO CORNERS**

COR	BEARING	DISTANCE	FROM
L	282°11'	1	RM DP
M	282°11'	1	RM DP
N	282°11'	1	RM DP
O	202°36'30"	1.3	SSM 185538
P	257°11'35"	6.423	RM DH & WIN KB
Q	257°11'35"	15.317	RM DH & WIN KB
R	267°58'15"	5.884	RM DH & WIN KB
S	267°58'15"	4.599	RM DH & WIN KB
T	267°58'15"	6.687	RM DH & WIN KB
U	267°58'15"	18.779	RM DH & WIN KB
V	187°36'55"	6.459	RM DH & WIN KB

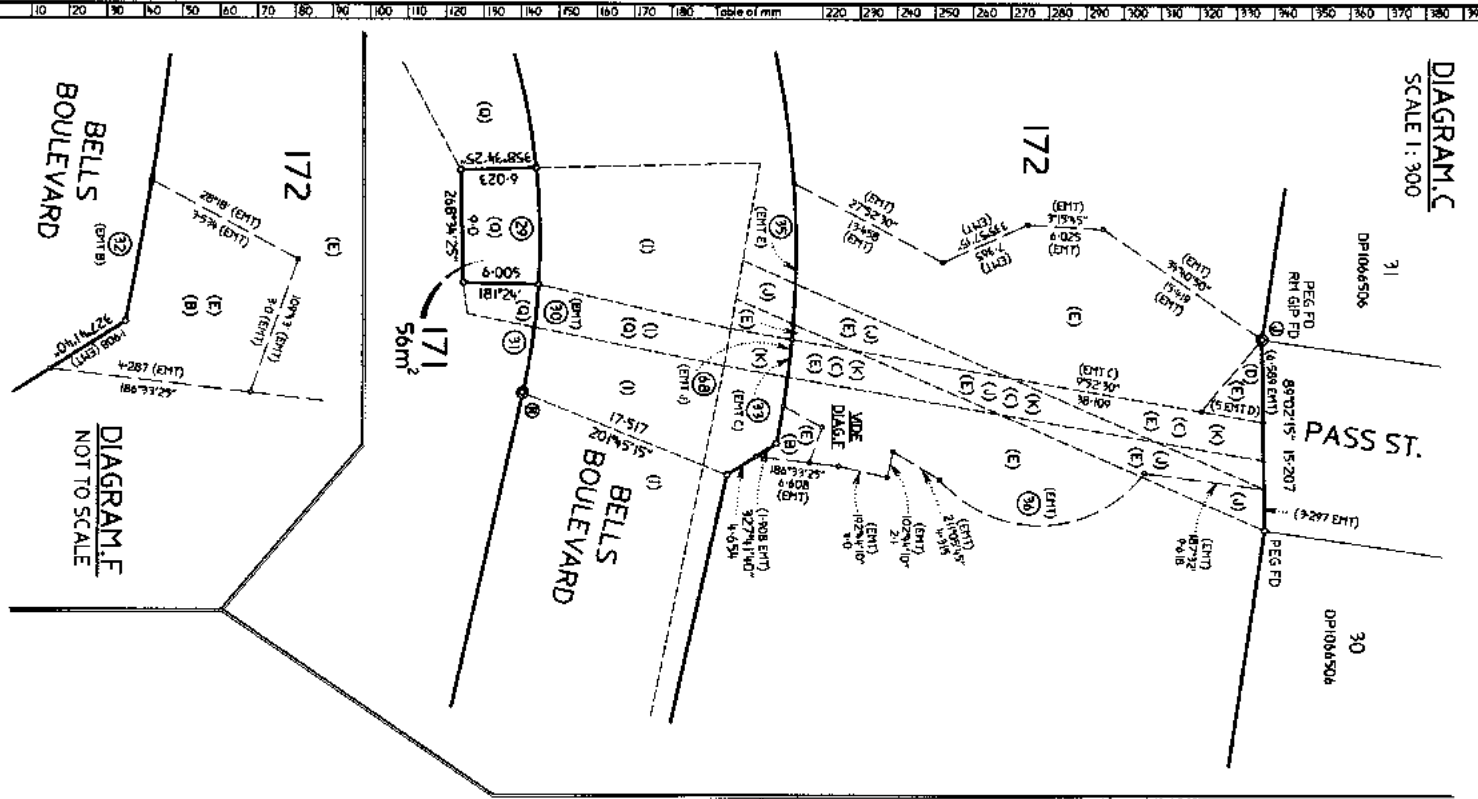
Registered DP1075495  
 This is sheet 2 of my plan in 4 sheets  
 dated 27/9/2004

Surveyor registered under Surveying Act 2002.  
 This is sheet 2 of the plan of 4 sheets  
 covered by subdivision certificate No.  
 of SC0470074

Authorised Person / Licensed Valuer / Registered Surveyor  
 For use where a space is insufficient in any  
 panel on Form 2.

Reduction Ratio: 1:1000

**DIAGRAM C**  
SCALE 1:300



REFERENCE TO CORNERS

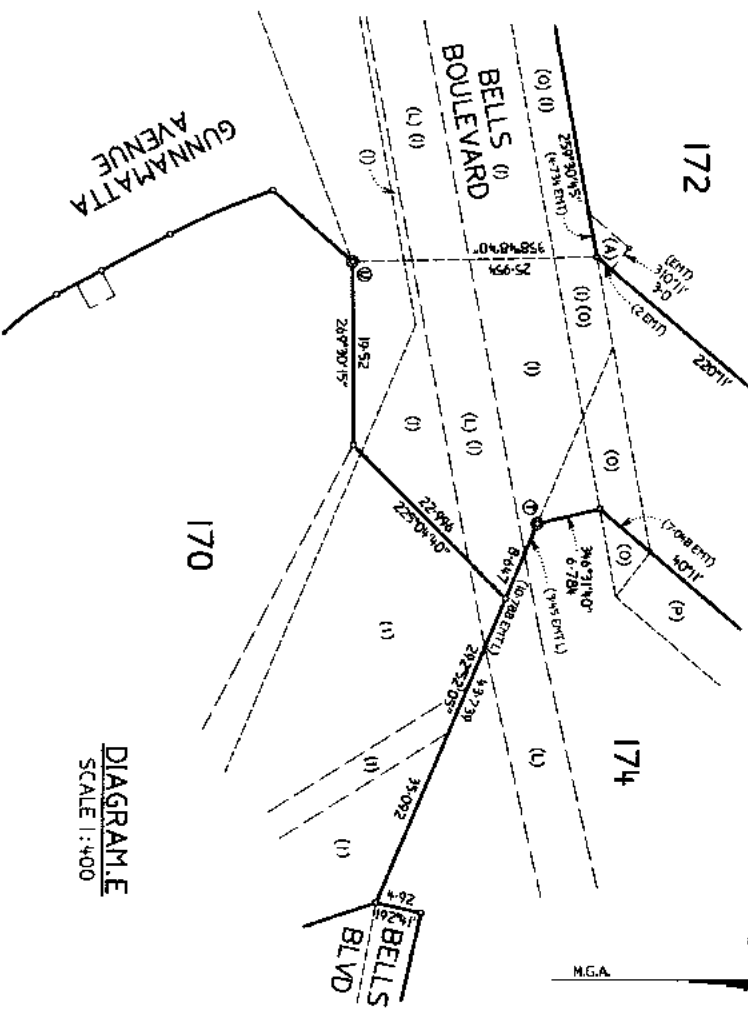
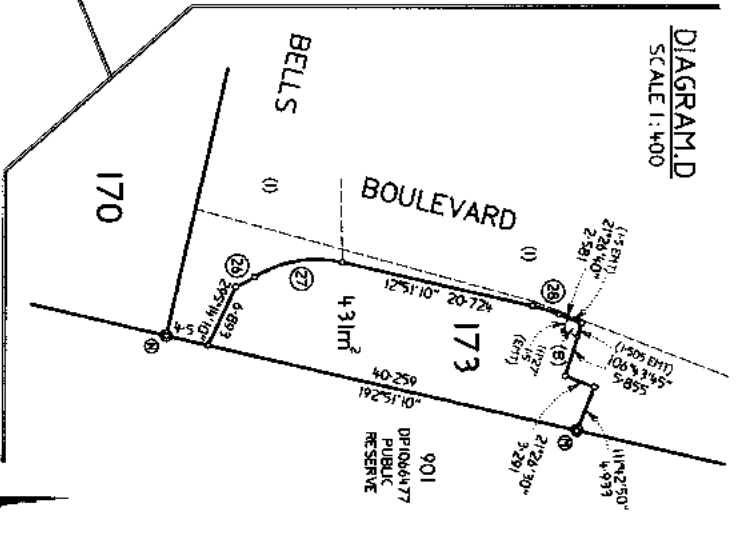
COR.	BEARING	DISTANCE	FROM
J	269°02'	1	RH GP FD (DP1066477)
M	282°51'	1	RH GP
N	192°31'	1	RH GP
R	85°57'45"	5.799	RH DH & MIN KB
T	92°08'25"	4.280	RH DH & MIN KB
U	127°56'	5.918	RH DH & MIN KB
U	155°25'40"	17.142	RH DH & MIN KB

- (A) EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH  
 (B) EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH  
 (C) EASEMENT FOR WATER SUPPLY VARIABLE WIDTH  
 (D) EASEMENT FOR WATER SUPPLY VARIABLE WIDTH  
 (E) RIGHT OF CARRIAGEWAY VARIABLE WIDTH  
 (F) RIGHT OF ACCESS 20.2 MIDE & VARIABLE WIDTH (DP1066477)  
 (G) EASEMENT FOR ELECTRICITY PURPOSES 3 MIDE (DP1066477)  
 (H) EASEMENT TO DRAIN SEWAGE 3 MIDE (DP1066477)  
 (I) EASEMENT TO DRAIN WATER 6 MIDE (DP1066477)  
 (J) EASEMENT TO DRAIN SEWAGE 6 MIDE (DP1066477)  
 (K) EASEMENT TO DRAIN SEWAGE 6 MIDE (DP1066477)  
 (L) EASEMENT TO DRAIN SEWAGE 6 MIDE (DP1066477)  
 (M) EASEMENT TO DRAIN SEWAGE 6 MIDE (DP1066477)

CURVED BOUNDARIES

LINE	CHORD	DIST.	RADIUS	ARC
26	332°38'45"	2.228	13.465	2.231
27	350°13'40"	8.473	12.258	8.272
28	17°09'	2.968	16.815	2.971
29	88°43'45"	5.298	5.410	2.307
30	95°22'	3.415	3.415	3.415
31	98°08'05"	8.710	78.446	8.718
32	280°21'25"	3.004	78.446	3.004
33	278°21'10"	8.398	78.446	8.395
35	273°40'50"	20.805	78.446	20.87
36	178°05'25"	16.316	18.686	18.686
68	277°31'15"	9.628	76.446	9.638

**DIAGRAM D**  
SCALE 1:400



DP1075495

Registered LAW 15.11.2004

This is plan 3 of my plan 4 already dated 27/9/2004

*R. Bunker*

Surveyor registered under Surveying Act 2002.

This is part 3 of the plan of 4 sheets covered by subdivision certificate No. of SC04/0094

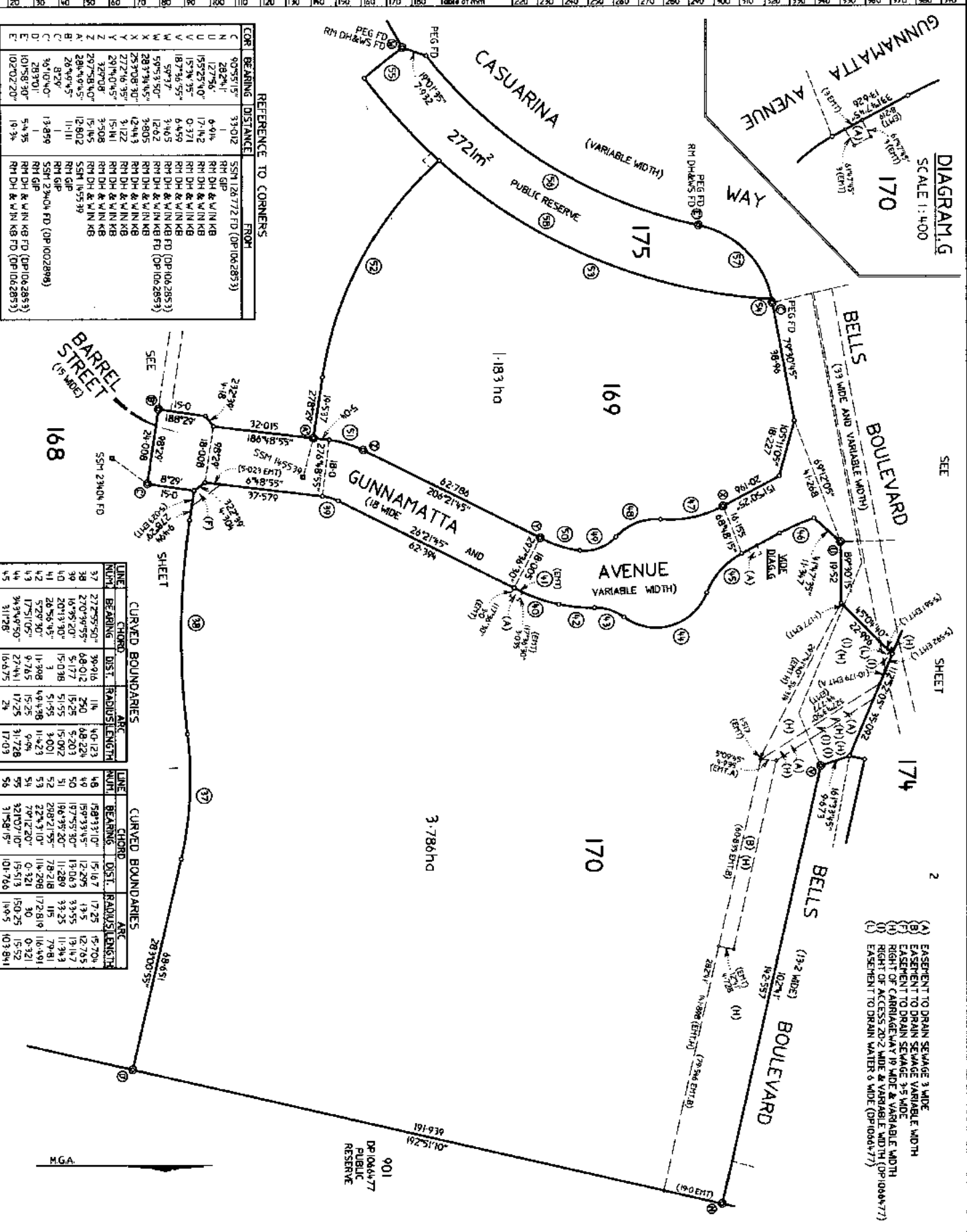
Authorised Person / Licensed Valuer / Licensed Conveyancer / Licensed Surveyor  
 For use where approved (non-identical) in only  
 plan on Plan Form 2

Production Ratio 1: WIDE DIAGRAMS

STATE GOVERNMENT REFERENCE: 045-02 CERTROUST

Plan Drawing only to appear in this space

**DIAGRAM G**  
SCALE 1:1000



REFERENCE TO CORNERS

COR	BEARING	DISTANCE	FROM
C	90°55'15"	33.012	SSM 126772 FD (DP1062853)
D	282°41'		RH GIP
E	127°56'	6.916	RH DH & WLN KB
F	155°25'40"	17.142	RH DH & WLN KB
G	157°36'55"	0.371	RH DH & WLN KB
H	187°36'55"	6.465	RH DH & WLN KB
I	59°37'	3.445	RH DH & WLN KB
J	59°53'50"	12.662	RH DH & WLN KB
K	283°34'45"	3.805	RH DH & WLN KB
L	283°34'45"	3.805	RH DH & WLN KB
M	283°34'45"	3.805	RH DH & WLN KB
N	283°34'45"	3.805	RH DH & WLN KB
O	283°34'45"	3.805	RH DH & WLN KB
P	283°34'45"	3.805	RH DH & WLN KB
Q	283°34'45"	3.805	RH DH & WLN KB
R	283°34'45"	3.805	RH DH & WLN KB
S	283°34'45"	3.805	RH DH & WLN KB
T	283°34'45"	3.805	RH DH & WLN KB
U	283°34'45"	3.805	RH DH & WLN KB
V	283°34'45"	3.805	RH DH & WLN KB
W	283°34'45"	3.805	RH DH & WLN KB
X	283°34'45"	3.805	RH DH & WLN KB
Y	283°34'45"	3.805	RH DH & WLN KB
Z	283°34'45"	3.805	RH DH & WLN KB
AA	283°34'45"	3.805	RH DH & WLN KB
AB	283°34'45"	3.805	RH DH & WLN KB
AC	283°34'45"	3.805	RH DH & WLN KB
AD	283°34'45"	3.805	RH DH & WLN KB
AE	283°34'45"	3.805	RH DH & WLN KB
AF	283°34'45"	3.805	RH DH & WLN KB
AG	283°34'45"	3.805	RH DH & WLN KB
AH	283°34'45"	3.805	RH DH & WLN KB
AI	283°34'45"	3.805	RH DH & WLN KB
AJ	283°34'45"	3.805	RH DH & WLN KB
AK	283°34'45"	3.805	RH DH & WLN KB
AL	283°34'45"	3.805	RH DH & WLN KB
AM	283°34'45"	3.805	RH DH & WLN KB
AN	283°34'45"	3.805	RH DH & WLN KB
AO	283°34'45"	3.805	RH DH & WLN KB
AP	283°34'45"	3.805	RH DH & WLN KB
AQ	283°34'45"	3.805	RH DH & WLN KB
AR	283°34'45"	3.805	RH DH & WLN KB
AS	283°34'45"	3.805	RH DH & WLN KB
AT	283°34'45"	3.805	RH DH & WLN KB
AU	283°34'45"	3.805	RH DH & WLN KB
AV	283°34'45"	3.805	RH DH & WLN KB
AW	283°34'45"	3.805	RH DH & WLN KB
AX	283°34'45"	3.805	RH DH & WLN KB
AY	283°34'45"	3.805	RH DH & WLN KB
AZ	283°34'45"	3.805	RH DH & WLN KB
BA	283°34'45"	3.805	RH DH & WLN KB
BB	283°34'45"	3.805	RH DH & WLN KB
BC	283°34'45"	3.805	RH DH & WLN KB
BD	283°34'45"	3.805	RH DH & WLN KB
BE	283°34'45"	3.805	RH DH & WLN KB
BF	283°34'45"	3.805	RH DH & WLN KB
BG	283°34'45"	3.805	RH DH & WLN KB
BH	283°34'45"	3.805	RH DH & WLN KB
BI	283°34'45"	3.805	RH DH & WLN KB
BJ	283°34'45"	3.805	RH DH & WLN KB
BK	283°34'45"	3.805	RH DH & WLN KB
BL	283°34'45"	3.805	RH DH & WLN KB
BM	283°34'45"	3.805	RH DH & WLN KB
BN	283°34'45"	3.805	RH DH & WLN KB
BO	283°34'45"	3.805	RH DH & WLN KB
BP	283°34'45"	3.805	RH DH & WLN KB
BQ	283°34'45"	3.805	RH DH & WLN KB
BR	283°34'45"	3.805	RH DH & WLN KB
BS	283°34'45"	3.805	RH DH & WLN KB
BT	283°34'45"	3.805	RH DH & WLN KB
BU	283°34'45"	3.805	RH DH & WLN KB
BV	283°34'45"	3.805	RH DH & WLN KB
BW	283°34'45"	3.805	RH DH & WLN KB
BX	283°34'45"	3.805	RH DH & WLN KB
BY	283°34'45"	3.805	RH DH & WLN KB
BZ	283°34'45"	3.805	RH DH & WLN KB
CA	283°34'45"	3.805	RH DH & WLN KB
CB	283°34'45"	3.805	RH DH & WLN KB
CC	283°34'45"	3.805	RH DH & WLN KB
CD	283°34'45"	3.805	RH DH & WLN KB
CE	283°34'45"	3.805	RH DH & WLN KB
CF	283°34'45"	3.805	RH DH & WLN KB
CG	283°34'45"	3.805	RH DH & WLN KB
CH	283°34'45"	3.805	RH DH & WLN KB
CI	283°34'45"	3.805	RH DH & WLN KB
CJ	283°34'45"	3.805	RH DH & WLN KB
CK	283°34'45"	3.805	RH DH & WLN KB
CL	283°34'45"	3.805	RH DH & WLN KB
CM	283°34'45"	3.805	RH DH & WLN KB
CN	283°34'45"	3.805	RH DH & WLN KB
CO	283°34'45"	3.805	RH DH & WLN KB
CP	283°34'45"	3.805	RH DH & WLN KB
CQ	283°34'45"	3.805	RH DH & WLN KB
CR	283°34'45"	3.805	RH DH & WLN KB
CS	283°34'45"	3.805	RH DH & WLN KB
CT	283°34'45"	3.805	RH DH & WLN KB
CU	283°34'45"	3.805	RH DH & WLN KB
CV	283°34'45"	3.805	RH DH & WLN KB
CW	283°34'45"	3.805	RH DH & WLN KB
CX	283°34'45"	3.805	RH DH & WLN KB
CY	283°34'45"	3.805	RH DH & WLN KB
CZ	283°34'45"	3.805	RH DH & WLN KB
DA	283°34'45"	3.805	RH DH & WLN KB
DB	283°34'45"	3.805	RH DH & WLN KB
DC	283°34'45"	3.805	RH DH & WLN KB
DD	283°34'45"	3.805	RH DH & WLN KB
DE	283°34'45"	3.805	RH DH & WLN KB
DF	283°34'45"	3.805	RH DH & WLN KB
DG	283°34'45"	3.805	RH DH & WLN KB
DH	283°34'45"	3.805	RH DH & WLN KB
DI	283°34'45"	3.805	RH DH & WLN KB
DJ	283°34'45"	3.805	RH DH & WLN KB
DK	283°34'45"	3.805	RH DH & WLN KB
DL	283°34'45"	3.805	RH DH & WLN KB
DM	283°34'45"	3.805	RH DH & WLN KB
DN	283°34'45"	3.805	RH DH & WLN KB
DO	283°34'45"	3.805	RH DH & WLN KB
DP	283°34'45"	3.805	RH DH & WLN KB
DQ	283°34'45"	3.805	RH DH & WLN KB
DR	283°34'45"	3.805	RH DH & WLN KB
DS	283°34'45"	3.805	RH DH & WLN KB
DT	283°34'45"	3.805	RH DH & WLN KB
DU	283°34'45"	3.805	RH DH & WLN KB
DV	283°34'45"	3.805	RH DH & WLN KB
DW	283°34'45"	3.805	RH DH & WLN KB
DX	283°34'45"	3.805	RH DH & WLN KB
DY	283°34'45"	3.805	RH DH & WLN KB
DZ	283°34'45"	3.805	RH DH & WLN KB
EA	283°34'45"	3.805	RH DH & WLN KB
EB	283°34'45"	3.805	RH DH & WLN KB
EC	283°34'45"	3.805	RH DH & WLN KB
ED	283°34'45"	3.805	RH DH & WLN KB
EE	283°34'45"	3.805	RH DH & WLN KB
EF	283°34'45"	3.805	RH DH & WLN KB
EG	283°34'45"	3.805	RH DH & WLN KB
EH	283°34'45"	3.805	RH DH & WLN KB
EI	283°34'45"	3.805	RH DH & WLN KB
EJ	283°34'45"	3.805	RH DH & WLN KB
EK	283°34'45"	3.805	RH DH & WLN KB
EL	283°34'45"	3.805	RH DH & WLN KB
EM	283°34'45"	3.805	RH DH & WLN KB
EN	283°34'45"	3.805	RH DH & WLN KB
EO	283°34'45"	3.805	RH DH & WLN KB
EP	283°34'45"	3.805	RH DH & WLN KB
EQ	283°34'45"	3.805	RH DH & WLN KB
ER	283°34'45"	3.805	RH DH & WLN KB
ES	283°34'45"	3.805	RH DH & WLN KB
ET	283°34'45"	3.805	RH DH & WLN KB
EU	283°34'45"	3.805	RH DH & WLN KB
EV	283°34'45"	3.805	RH DH & WLN KB
EW	283°34'45"	3.805	RH DH & WLN KB
EX	283°34'45"	3.805	RH DH & WLN KB
EY	283°34'45"	3.805	RH DH & WLN KB
EZ	283°34'45"	3.805	RH DH & WLN KB

CURVED BOUNDARIES

LINE NO.	BEARING	DIST.	RADIUS	LENGTH	ARC
37	272°55'50"	39.916	114	40.123	40.123
38	270°39'55"	68.012	250	68.826	68.826
39	167°39'55"	5.177	15.25	5.203	5.203
40	201°13'30"	15.038	51.55	15.082	15.082
41	283°34'45"	3	51.55	3.001	3.001
42	57°29'30"	11.308	69.438	11.421	11.421
43	175°10'55"	9.745	15.25	9.94	9.94
44	343°49'50"	27.441	17.25	31.728	31.728
45	311°28'	16.603	21	16.917	16.917
46	336°38'15"	16.603	21	16.917	16.917
47	169°14'15"	20.324	36	20.603	20.603

CURVED BOUNDARIES

LINE NO.	BEARING	DIST.	RADIUS	LENGTH	ARC
48	158°33'10"	15.167	17.25	15.704	15.704
49	159°33'45"	12.295	13.5	12.765	12.765
50	187°55'30"	13.063	33.55	13.147	13.147
51	186°35'20"	11.280	33.25	11.343	11.343
52	208°21'55"	78.218	115	79.81	79.81
53	227°3'10"	116.298	172.819	116.891	116.891
54	79°12'20"	0.321	30	0.321	0.321
55	321°07'10"	15.513	150.25	15.525	15.525
56	315°8'10"	101.768	19.5	103.811	103.811
57	352°2'10"	39.031	30	39.471	39.471
58	208°34'25"	146.47	172.819	146.803	146.803

- (A) EASEMENT TO DRAIN SEWAGE 3 WIDE
- (B) EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH
- (C) EASEMENT TO DRAIN SEWAGE 3.5 WIDE
- (D) EASEMENT TO DRAIN SEWAGE 3.5 WIDE
- (E) RIGHT OF CARRIAGEWAY 19 WIDE & VARIABLE WIDTH (DP1066477)
- (F) RIGHT OF ACCESS 20.2 WIDE & VARIABLE WIDTH (DP1066477)
- (G) EASEMENT TO DRAIN WATER 6 WIDE (DP1066477)

DP1075495

Registered AW 15.11.2004

This is sheet 4 of the plan in 4 sheets dated 27/9/2004

*H. Brooker*

Surveyor registered under Surveying Act, 2002

This is sheet 4 of the plan of 4 sheets covered by registration certificate No. of SC0410094.

Authorised Person *[Signature]*

For use where space is insufficient in any pond on Plan Form 2

Reduction Ratio: 1:800

Surveyor's Reference: BWS-102 (METSUST)

Plan Drawing only to appear in this space

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 3 sheets)

# DP1075495

Subdivision covered by Council's Certificate No  
~~SC04/0099~~ of 2004

Full name and address of  
Owner of the land

South Kingscliff Developments Pty Ltd ACN 098  
968 266 C/- Ray Group Pty Ltd, 34-36 Glenferrie  
Drive, Robina Qld 4226

Full name and address of  
mortgagee of the land:

Capital Finance Australia Limited ACN 069 663  
136, Level 10, 127 Creek Street, Brisbane, Qld,  
4000

City Pacific Limited ACN 079 453 955, Santa Cruz  
House, 56 – 60 Santa Cruz Boulevard, Clear  
Island Waters, Qld, 4226

## Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited Lot(s), bodies or Prescribed Authority:
1	Easement to drain sewage 3 wide	170, 172	Tweed Shire Council
2	Easement to drain sewage variable width	168, 170, 172, 173	Tweed Shire Council
3	Easement for water supply 3 wide	172	Tweed Shire Council
4	Easement for water supply variable width	172	Tweed Shire Council
5	Right of carriage way variable width	172	Tweed Shire Council
6	Easement to drain sewage 3.5 wide	170	Tweed Shire Council
7	Easement for water supply 4 wide	168	Tweed Shire Council
8	Right of carriage way 19 wide and variable width	170	Tweed Shire Council

## Part 2 (Terms)

- Terms of right of carriage way fifthly and eighthly referred to in the abovementioned plan:

The terms of right of carriage way detailed in part 1 of Schedule 4A of the Conveyancing Act 1919 is amended by adding a new paragraph as follows:

# DP1075495

(Sheet 2 of 3 sheets)

"The body who has the benefit of this easement has no responsibility or obligation to maintain the easement area or to take out public liability insurance in respect of its (or others) occupation or use of the easement area."

Name of person whose consent is required to release, vary or modify easement firstly, secondly, thirdly, fourthly, sixthly, seventhly and right of carriage way fifthly and eighthly referred to in the abovementioned plan:

Tweed Shire Council

Executed by South Kingscliff  
Developments Pty Ltd ACN 098 968 266



*[Handwritten Signature]*  
.....  
Sole Director and Sole Secretary

*Brian Ray*  
.....  
Print Name

Executed by Capital Finance Australia )  
Limited ACN 069 663 136 by its duly )  
appointed attorneys \_\_\_\_\_ )  
and \_\_\_\_\_ )  
under Power of Attorney Number )  
702762616 Book 4288 No 968 )  
who certify they have no notice of )  
revocation of the said power of attorney )  
in the presence of: )

*[Handwritten Signature]*  
.....  
Attorney GREGORY DAVID RAMSAY  
STATE MANAGER  
*[Handwritten Signature]*  
.....  
Attorney ANDREW FRANCIS OAKES  
ADMINISTRATION MANAGER

*[Handwritten Signature]*  
.....  
Witness PAUL ROBERT RYS

*Paul Robert Rys*  
.....  
Print Name

JUSTICE OF THE PEACE COM DEC 2117

127 Creek Street  
.....  
Address Brisbane, QLD, 4000

*[Handwritten Signature]*




DP1075495

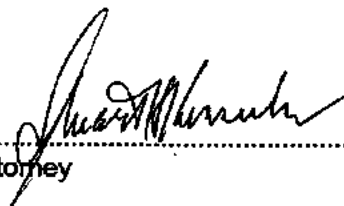
(Sheet 3 of 3 sheets)

Executed by City Pacific Limited ACN )  
079 453 955 by its duly appointed )  
attorneys Stuart Handley Kissick )

and \_\_\_\_\_ )  
under Power of Attorney Number )

Book 4424 No 979 )  
who certify they have no notice of )  
revocation of the said power of attorney )  
in the presence of: )

  
Witness Matthew Williams

  
.....  
Attorney

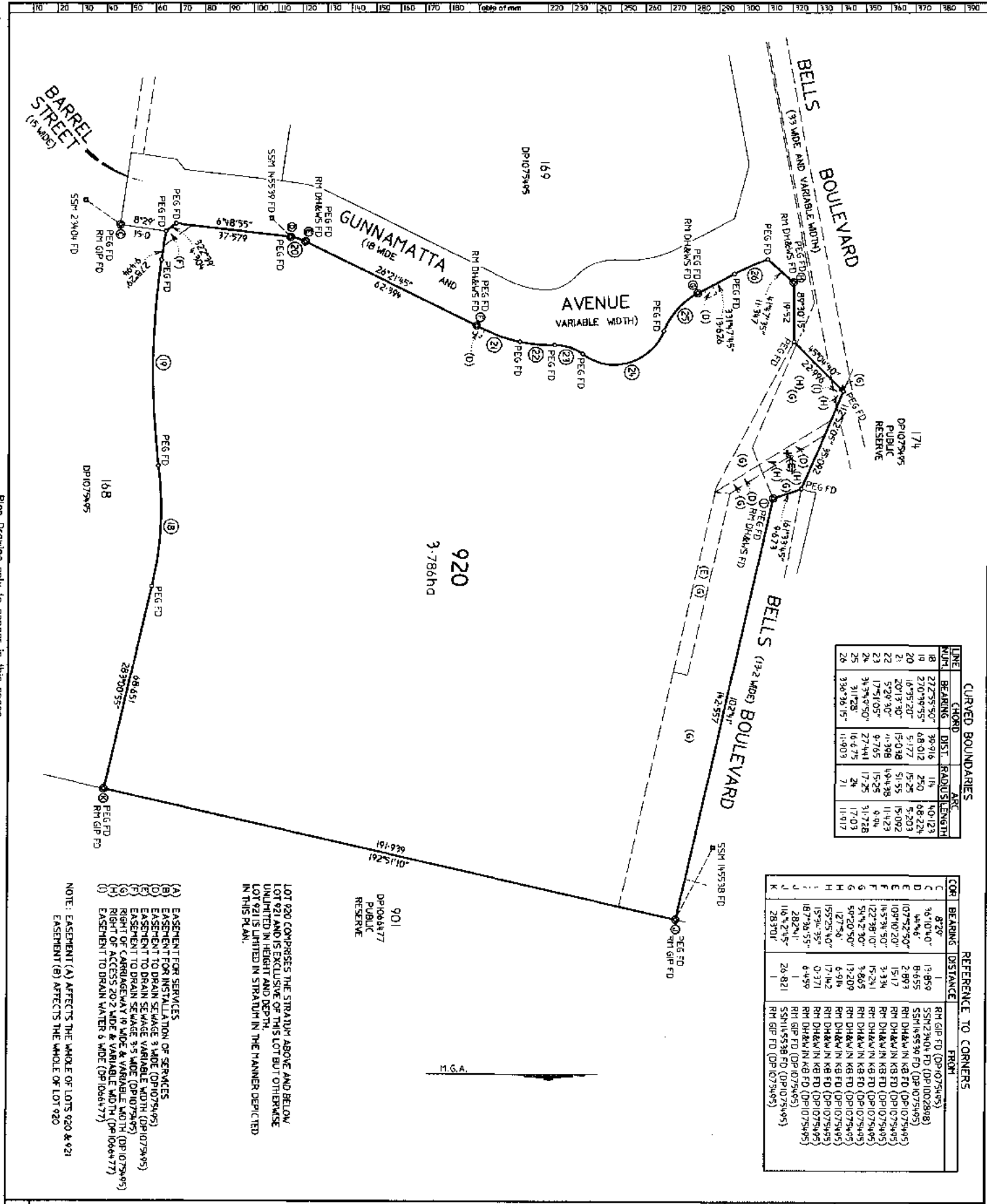
.....  
Attorney

Matthew Williams  
.....  
Print Name

34-36 Glenferrie Drive  
.....  
Address Robina, QLD, 4226

  
.....  
Tweed Shire Council  
Authorised Person/General Manger





**CURVED BOUNDARIES**

LINE NO.	CHORD BEARING	DIST.	ARC RADIUS	ARC LENGTH
18	272°55'50"	39.916	114	40.123
19	270°49'55"	68.012	250	68.228
20	16°35'20"	5.177	15.28	5.203
21	201°3'30"	15.038	51.55	15.092
22	5°29'30"	11.998	104.98	11.423
23	175°10'50"	97.65	15.25	9.94
24	34°34'05"	27.441	17.25	31.728
25	31°28'	16.675	24	17.03
26	330°30'15"	11.903	71	11.917

**REFERENCE TO CORNERS**

COR	BEARING	DISTANCE	FROM
C	8°29'	1.859	RH GIP FD (DP1075495)
D	36°10'40"	6-655	SSM IN5538 FD (DP1002908)
E	107°52'50"	2.893	RH D&M IN KB FD (DP1075495)
F	122°38'10"	3.334	RH D&M IN KB FD (DP1075495)
G	54°42'30"	3.665	RH D&M IN KB FD (DP1075495)
H	127°56'	6.914	RH D&M IN KB FD (DP1075495)
I	157°13'35"	0.371	RH D&M IN KB FD (DP1075495)
J	167°34'55"	6.459	RH D&M IN KB FD (DP1075495)
K	10°2'15"	26.821	RH GIP FD (DP1075495)
L	283°01'	1	SSM IN5538 FD (DP1075495)

LOT 920 COMPRISES THE STRIP ABOVE AND BELOW LOT 921 AND IS EXCLUSIVE OF THIS LOT BUT OTHERWISE UNLIMITED IN HEIGHT AND DEPTH. LOT 921 IS LIMITED IN STRIPWIDTH IN THE MANNER DENICED IN THIS PLAN.

- (A) EASEMENT FOR SERVICES
- (B) EASEMENT FOR INSTALLATION OF SERVICES
- (C) EASEMENT TO DRAIN SEWAGE 3 WIDE (DP1075495)
- (D) EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH (DP1075495)
- (E) EASEMENT TO DRAIN SEWAGE 3.5 WIDE (DP1075495)
- (F) EASEMENT TO DRAIN SEWAGE 3.5 WIDE (DP1075495)
- (G) RIGHT OF CARRIAGEWAY 19 WIDE & VARIABLE WIDTH (DP1075495)
- (H) RIGHT OF ACCESS 20.2 WIDE & VARIABLE WIDTH (DP1064477)
- (I) EASEMENT TO DRAIN WATER 6 WIDE (DP1064477)

NOTE: EASEMENT (A) AFFECTS THE WHOLE OF LOTS 920 & 921  
 EASEMENT (B) AFFECTS THE WHOLE OF LOT 920

DP1076062

Registered: 28 Feb 2004  
 This is sheet 2 of my plan in 87 sheets  
 dated 20/10/2004

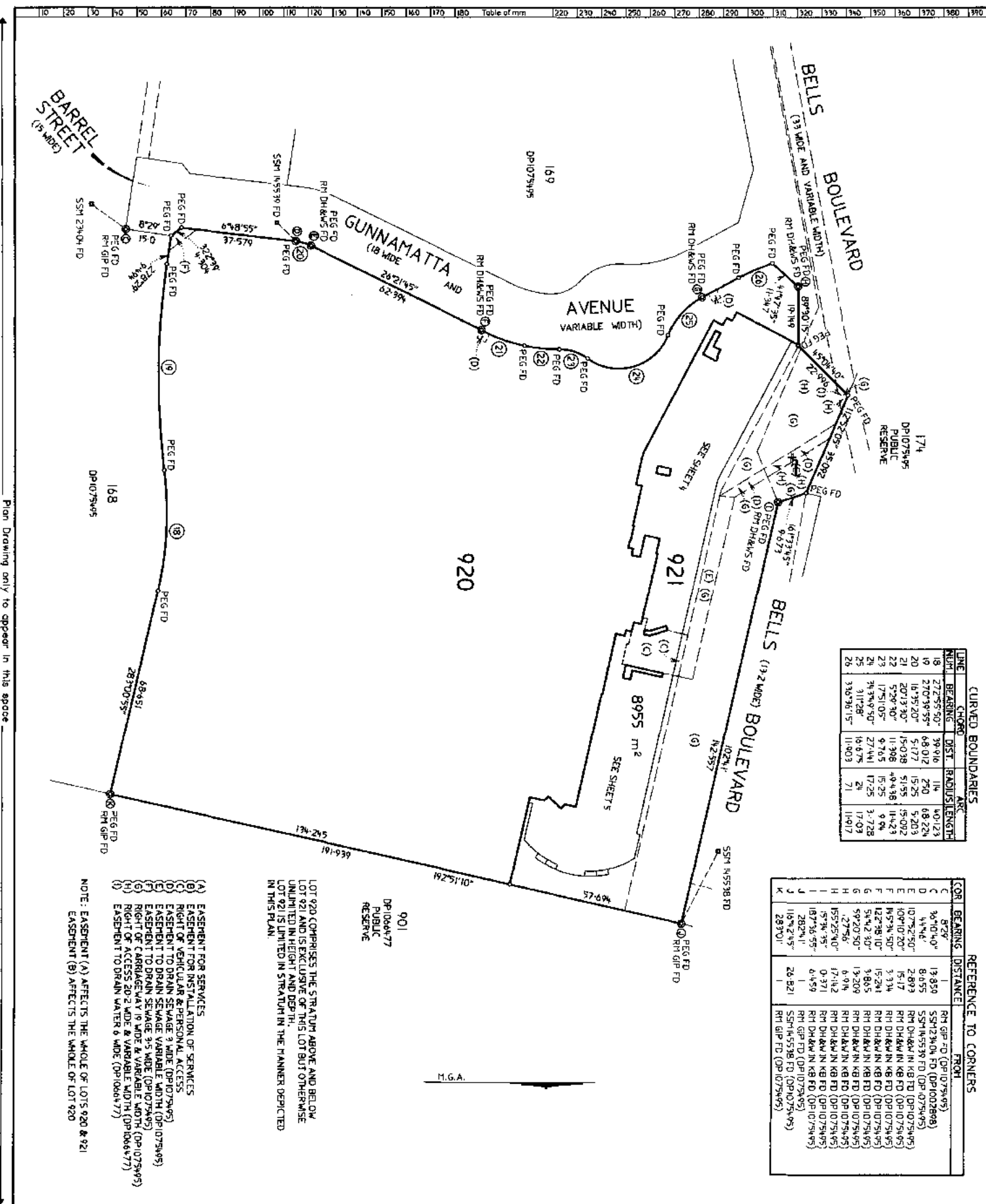
*[Signature]*  
 Surveyor registered under Surveyors Act, 2002

This is sheet 2 of the plan of 87 sheets  
 covered by registration certificate No.  
 of 2004/00416

Authorised Person/Registered Professional  
 For use where shown is finalised in copy  
 point of plan form 2

Reduction Ratio: 1:800

Surveyor's Reference: 845-08 CHECKLIST



**CURVED BOUNDARIES**

LINE NO.	CHORD	BEARING	DIST.	RADIUS	ARC LENGTH
18		272°55'50"	39.016	114	40.123
19		270°39'55"	68.012	250	68.224
20		167°35'20"	5.127	15.25	5.203
21		207°13'30"	15.038	51.55	15.082
22		52°09'30"	11.968	40.438	11.423
23		175°10'5"	9.765	19.25	9.994
24		343°58'50"	27.441	17.25	3.728
25		311°28'0"	16.675	24	17.03
26		346°36'15"	11.903	71	14.917

**REFERENCE TO CORNERS**

CORNER	BEARING	DISTANCE	FROM
C	87°0'	13.830	RM GIP RD (DP1075495)
C	36°10'49"	8.635	SSM 185530 FD (DP102808)
D	144°46'	2.693	SSM 185530 FD (DP1075495)
D	107°52'50"	15.174	RM DH&W IN KB FD (DP1075495)
E	107°10'20"	3.134	RM DH&W IN KB FD (DP1075495)
F	157°34'50"	15.241	RM DH&W IN KB FD (DP1075495)
F	122°38'10"	13.209	RM DH&W IN KB FD (DP1075495)
G	54°42'30"	6.014	RM DH&W IN KB FD (DP1075495)
G	59°20'50"	17.412	RM DH&W IN KB FD (DP1075495)
H	27°56'	0.371	RM DH&W IN KB FD (DP1075495)
H	155°25'40"	6.459	RM DH&W IN KB FD (DP1075495)
I	57°34'35"	26.821	SSM 185530 FD (DP1075495)
I	187°36'55"	1	RM GIP RD (DP1075495)
J	282°41'	1	SSM 185530 FD (DP1075495)
J	164°24'5"	1	RM GIP RD (DP1075495)
K	283°30'	1	RM GIP RD (DP1075495)

LOT 920 COMPRISES THE STRATUM ABOVE AND BELOW LOT 921 AND IS EXCLUSIVE OF THIS LOT BUT OTHERWISE UNLIMITED IN HEIGHT AND DEPTH. LOT 921 IS LIMITED IN STRATUM IN THE MANNER DESIGNICD IN THIS PLAN.

- (A) EASEMENT FOR SERVICES
- (B) EASEMENT FOR INSTALLATION OF SERVICES
- (C) RIGHT OF VEHICULAR & PERSONAL ACCESS
- (D) EASEMENT TO DRAIN SEWAGE 3 MIDE (DP1075495)
- (E) EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH (DP1075495)
- (F) EASEMENT TO DRAIN SEWAGE 3.5 MIDE (DP1075495)
- (G) RIGHT OF CARRIAGE WAY 9 MIDE & VARIABLE WIDTH (DP1075495)
- (H) RIGHT OF ACCESS 20-2 MIDE & VARIABLE WIDTH (DP106477)
- (I) EASEMENT TO DRAIN WATER 6 MIDE (DP106477)

NOTE: EASEMENT (A) AFFECTS THE WHOLE OF LOTS 920 & 921  
 EASEMENT (B) AFFECTS THE WHOLE OF LOT 920

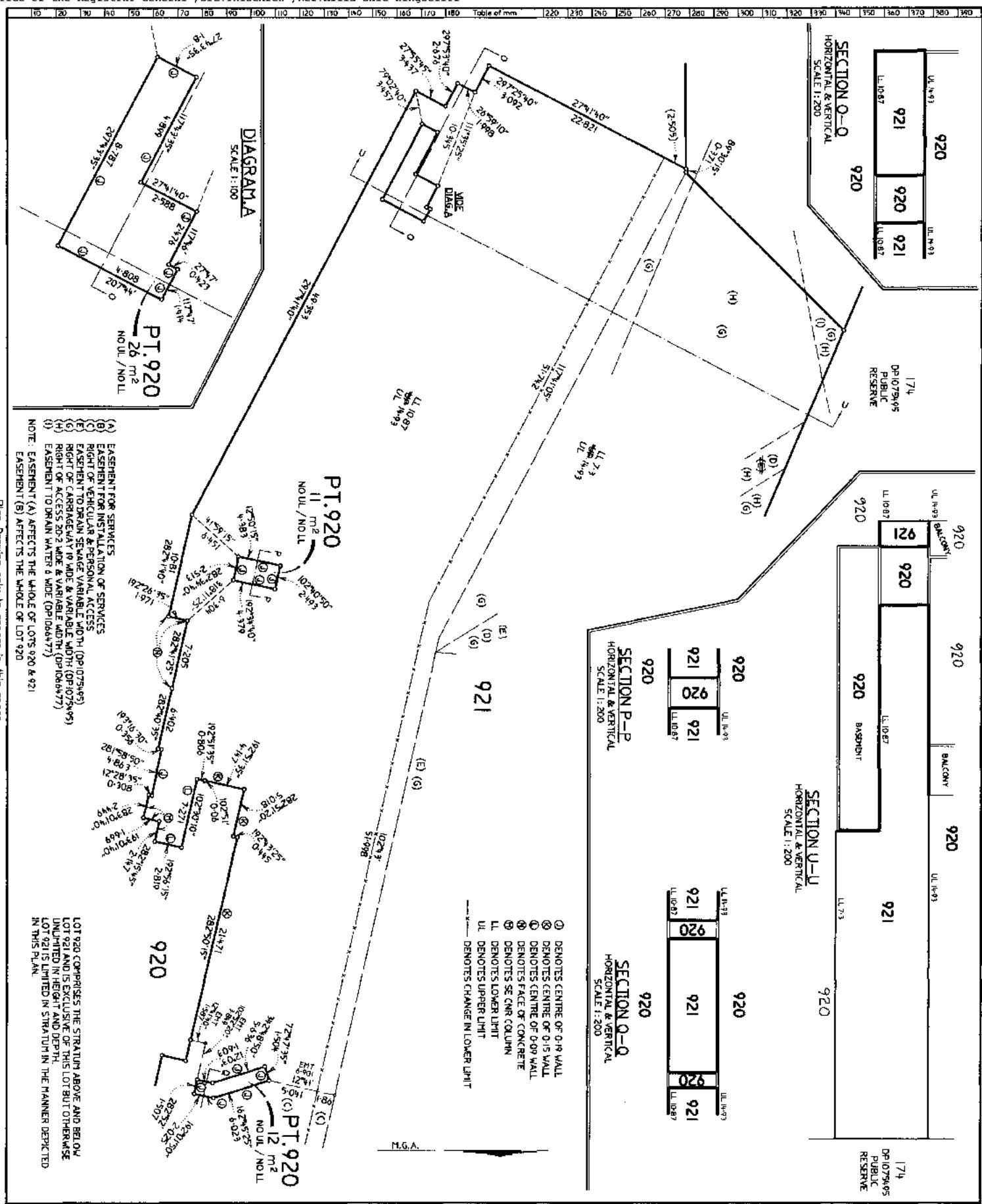
DP1076062

Registered: 25-11-2004  
 This is sheet 3 of my plan in 57 sheets  
 dated 20/10/2004

*[Signature]*  
 Surveyor registered under Surveying Act, 2002

This is sheet 3 of the plan of 37 sheets  
 of Section 100/34  
 of Section 100/34

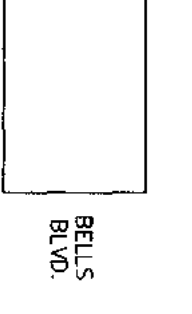
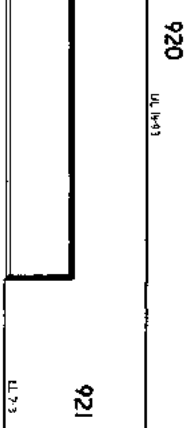
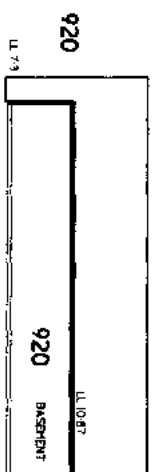
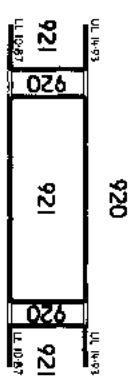
Authorised Signer: *[Signature]*  
 For use where space is insufficient in any  
 point on Plan Form 2



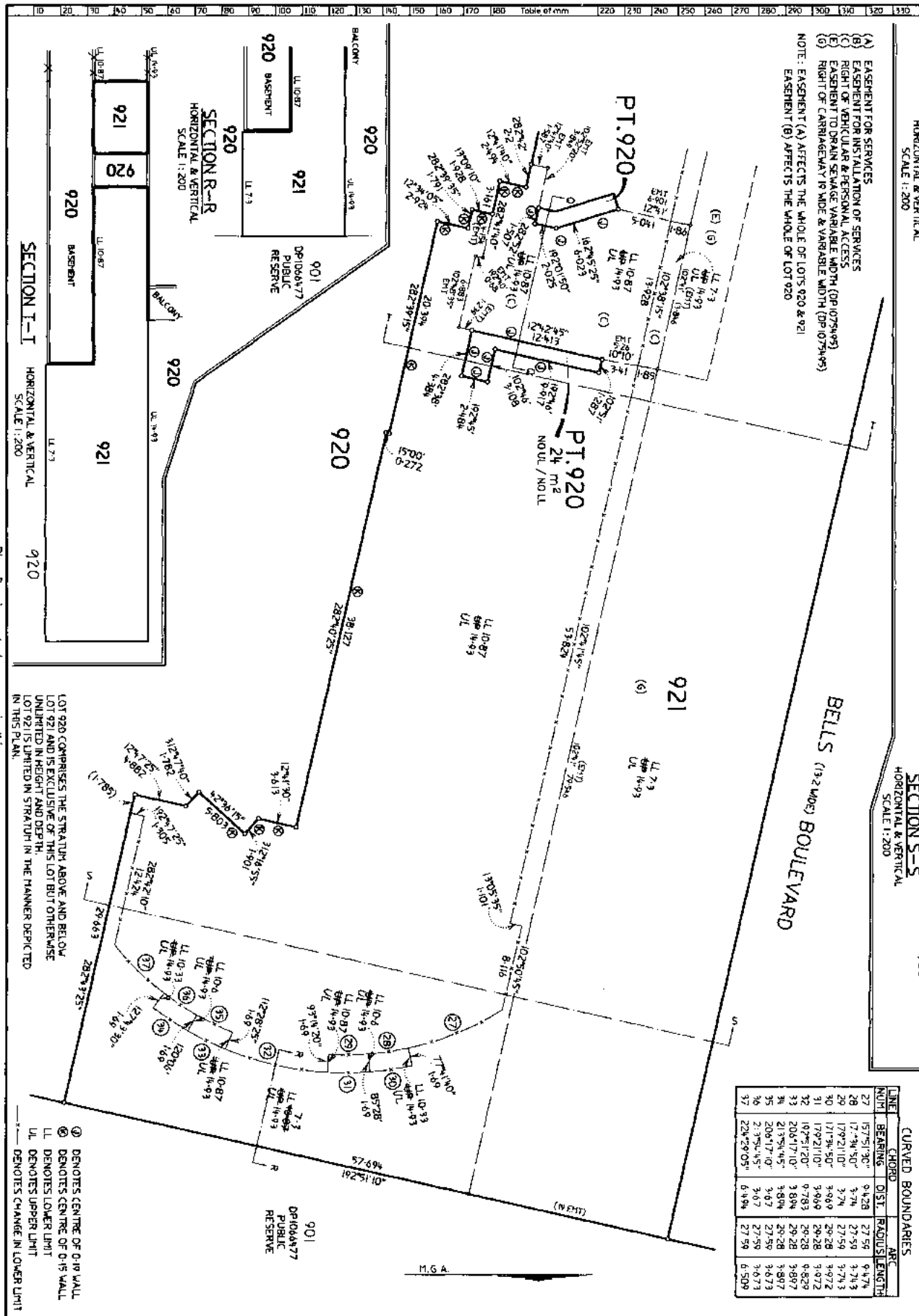
- (A) EASEMENT FOR INSTALLATION OF SERVICES  
 (B) EASEMENT FOR INSTALLATION OF SERVICES  
 (C) RIGHT OF VEHICULAR & PERSONAL ACCESS  
 (D) EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH (DP1075495)  
 (E) RIGHT OF CARRIAGEWAY TO WIDE & VARIABLE WIDTH (DP1075495)  
 (F) RIGHT OF ACCESS 20.2 M WIDE & VARIABLE WIDTH (DP1064477)  
 (G) EASEMENT TO DRAIN WATER 4 WIDE (DP1064477)  
 (H) EASEMENT (A) AFFECTS THE WHOLE OF LOTS 920 & 921  
 (I) EASEMENT (B) AFFECTS THE WHOLE OF LOT 920

- ⊙ DENOTES CENTRE OF 0-18 WALL  
 ⊙ DENOTES CENTRE OF 0-15 WALL  
 ⊙ DENOTES CENTRE OF 0-09 WALL  
 ⊙ DENOTES FACE OF CONCRETE  
 ⊙ DENOTES SE CNR COLUMN  
 LL DENOTES LOWER LIMIT  
 UL DENOTES UPPER LIMIT  
 --- DENOTES CHANGE IN LOWER LIMIT

Registered DP1076062  
 This is sheet 4 of my plan in 37 sheets dated 20/10/2004.  
 Surveyor registered under Surveying Act, 2002.  
 This is sheet 4 of the plan of 37 sheets covered by subdivision certificate No. 5004100916.  
 For sale where stated is insufficient to buy part or parts only.  
 Reduction Ratio 1:250  
 SW/PT/DP 5/ART/2004: 8/5-1/8 (2/20/05)



- NOTE: EASEMENT (A) AFFECTS THE WHOLE OF LOTS 920 & 921  
 EASEMENT (B) AFFECTS THE WHOLE OF LOT 920
- (A) EASEMENT FOR SERVICES
  - (B) EASEMENT FOR INSTALLATION OF SERVICES
  - (C) RIGHT OF VEHICULAR & PERSONAL ACCESS
  - (D) EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH (DP 1075495)
  - (E) EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH (DP 1075495)
  - (F) RIGHT OF CARRIAGEWAY 10 MIDE & VARIABLE WIDTH (DP 1075495)
  - (G) EASEMENT (A) AFFECTS THE WHOLE OF LOT 920



CURVED BOUNDARIES

LINE NO.	BEARING	CHORD DIST.	RADIUS	ARC LENGTH
27	157°51'30"	0.428	27.59	0.477
28	17°34'50"	3.74	27.59	3.713
29	179°21'10"	3.74	27.59	3.713
30	171°34'50"	3.949	29.28	3.972
31	179°21'10"	3.949	29.28	3.972
32	107°51'20"	0.783	29.28	0.829
33	205°17'10"	1.884	29.28	3.817
34	215°54'45"	1.684	25.28	3.817
35	208°17'10"	3.07	27.59	3.673
36	25°34'45"	3.07	27.59	3.673
37	224°28'05"	0.494	27.59	0.509

LOT 920 COMPRISES THE STRATHA ABOVE AND BELOW  
 LOT 921 AND IS EXCLUSIVE OF THIS LOT BUT OTHERWISE  
 UNLIMITED IN HEIGHT AND DEPTH.  
 LOT 921 IS LIMITED IN STRATHA IN THE MANNER DEPICTED  
 IN THIS PLAN.

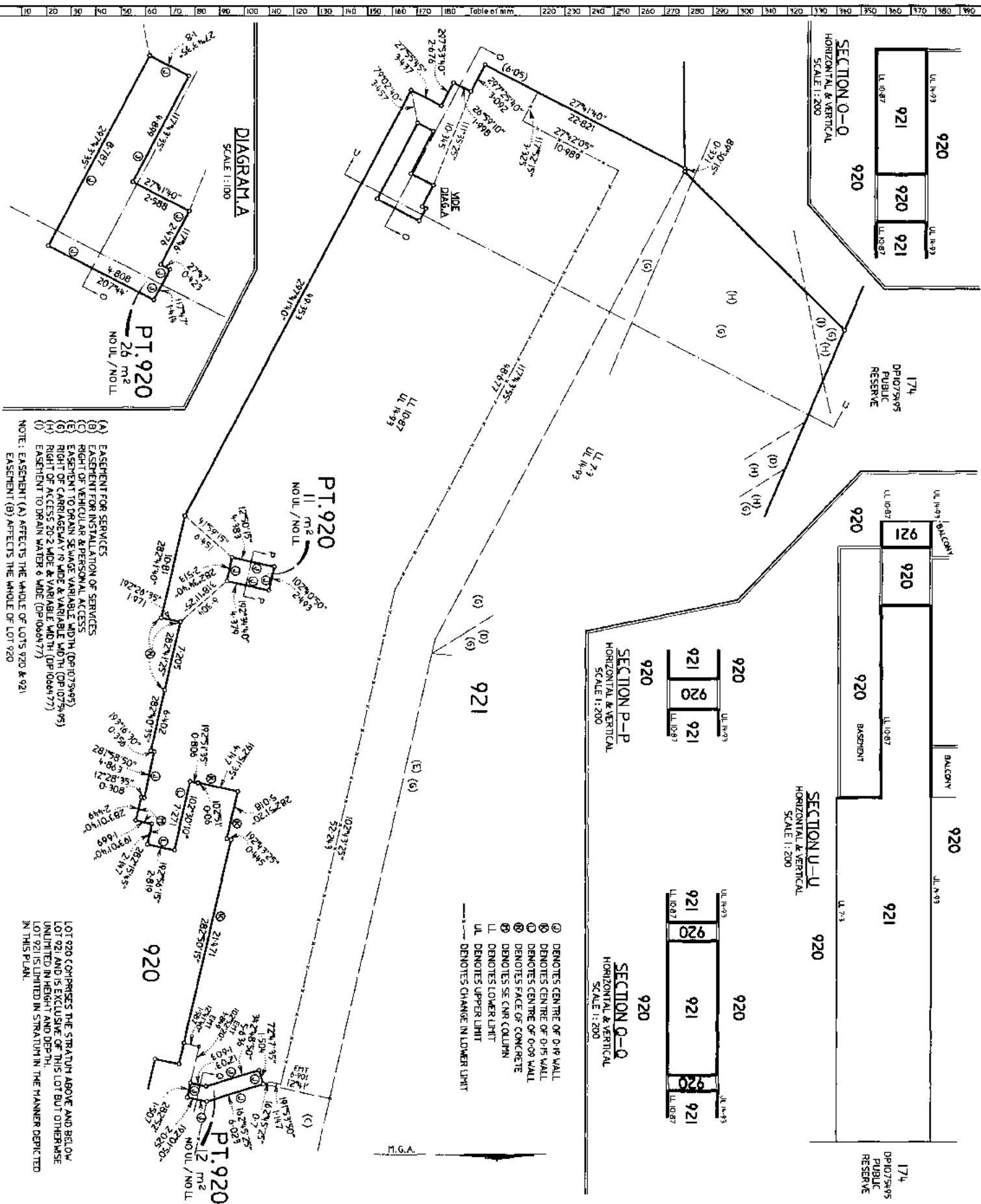
(C) DENOTES CENTRE OF CUR WALL  
 (D) DENOTES CENTRE OF CUR WALL  
 LL DENOTES LOWER LIMIT  
 UL DENOTES UPPER LIMIT  
 \* DENOTES CHANGE IN LOWER LIMIT

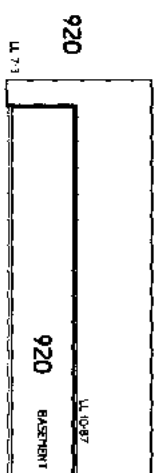
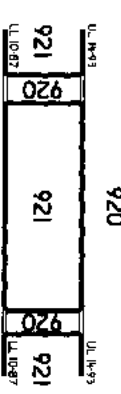
Required: 25. 11. 2004  
 This is what I filed my plan in 8 T sheets  
 dated 20/10/2004

*Johnston*  
 Surveyor registered under Surveying Act, 2002

This is sheet 6 of the plan of 57 sheets  
 compiled by subdivision or reference No.  
 of SCOT100296

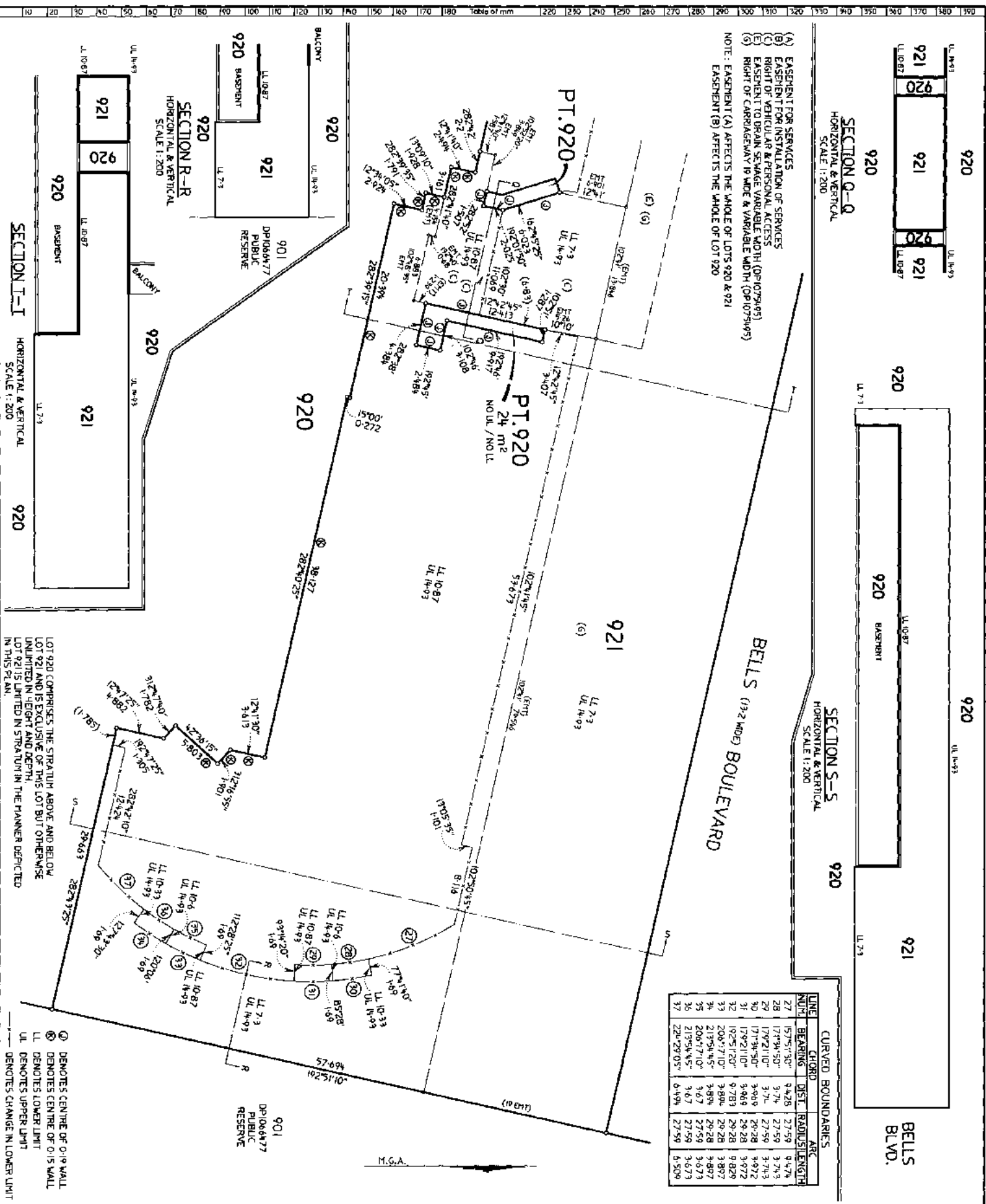
Authorised Diagram / Subdivision / Reference No.  
 For use where space is insufficient in any  
 panel on Plan Form 2.





- (A) EASEMENT FOR SERVICES
  - (B) EASEMENT FOR INSTALLATION OF SERVICES
  - (C) RIGHT OF VEHICULAR & PERSONAL ACCESS
  - (D) EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH (DP1076062)
  - (E) RIGHT OF CARRIAGEWAY BY WIDE & VARIABLE WIDTH (DP1076062)
- NOTE: EASEMENT (A) AFFECTS THE WHOLE OF LOTS 920 & 921  
 EASEMENT (B) AFFECTS THE WHOLE OF LOT 920

LINE NO	BEARING	CHORD DIST	RADIUS	ARC LENGTH
27	157°51'30"	4.28	27.59	4.474
28	174°34'50"	3.74	27.59	3.743
29	179°21'10"	3.74	29.28	3.972
30	171°34'50"	3.909	29.28	3.972
31	179°21'10"	3.969	29.28	3.972
32	192°51'20"	9.783	29.28	9.829
33	200°47'10"	3.894	29.28	3.897
34	219°54'45"	3.894	29.28	3.897
35	200°47'10"	3.67	27.59	3.673
36	219°54'45"	3.67	27.59	3.673
37	224°29'05"	6.494	27.59	6.509



Registered: 25. 11. 2004

This is sheet 5 of the plan of 7 sheets  
 dated 20/10/2004

Surveyor registered under Surveying Act, 2002

Authorised Person / Competent Person / Accredited Surveyor

For use where space is insufficient in any place on Plan Form 2.

Reduction Ratio: 1:250

SHEET NUMBERS AMENDED IN L.P. 1. WIDE 2005/307 22.2.2005





Instrument setting out terms of Easements or Profits á 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 4 sheets)

# DP1076062

Subdivision covered by Council's Certificate No SC04/00916 of 2001

Full name and address of owner of the land:

South Kingscliff Developments Pty Ltd ACN 098  
968 266 of C/- Ray Group Pty Ltd, 34 - 36  
Glenferrie Drive, Robina, Qld, 4226

Full name and address of mortgagee of the land:

Capital Finance Australia Limited ACN 069 663  
136, Level 10, 127 Creek Street, Brisbane, Qld,  
4000

City Pacific Limited ACN 079 453 955, Santa  
Cruz House, 56 - 60 Santa Cruz Boulevard,  
Clear Island Waters, Qld, 4226

## Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit á prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited Lot(s), bodies or Prescribed Authority:
1	Easement for services (WHOLE OF LOTS)	Lot 920 Lot 921	Lot 921 Lot 920
2	Easement for installation of services (WHOLE OF LOTS)	Lot 920	Lot 921
3	Right of vehicular and personal access	Lot 921	Lot 920

## Part 2 (Terms)

1. Terms of easement for services firstly referred to in the abovementioned plan:
  - 1.1 An easement for services in the terms of that under Section 8AB of the Strata Schemes (Freehold Development) Act 1973 (as amended by this instrument) is created in respect of all wires, cables, pipes, conduits, equipment and other things relating to services which pass through or are situated in the lot burdened and service the lot benefited.
  - 1.2 The owner of a lot which obtains the benefit of a particular service (or if there is more than one lot that benefits from a particular service, the owners of the lots who benefit from the particular service) must carry out the obligations in respect of the services that benefit their lot referred to in Section 6(1) of Schedule 1B of the Strata Schemes (Freehold Development) Act 1973. The costs of maintenance and repair referred to in Section 7 of Schedule 1B of the Strata Schemes

# DP1076062

(Sheet 2 of 4 sheets)

(Freehold Development) Act 1973 must be borne by the owner of the lot that benefits from the particular service (or if there is more than one lot that benefits from a particular service, then the costs in respect of that service are to be borne in equal proportions by the owners of the lot that benefit from the particular service).

1.3 For the purposes of this easement:

"Service" has the meaning ascribed to it in Section 8AB(1) of the Strata Schemes (Freehold Development) Act 1973.

2. Terms of easement for installation of services secondly referred to in the abovementioned plan:

2.1 Subject to the terms of this easement, the owner of a lot benefited may install additional Utility Infrastructure in the lot burdened for the purposes of providing a Service to a lot benefited in accordance with this easement.

2.2 The owner wishing to install the additional Utility Infrastructure must first obtain the written consent of the Representative the owner's corporation of the lot burdened to the installation of the additional Utility Infrastructure. The consent of the Representative of the owner's corporation of the lot burdened must not be unreasonably withheld or delayed provided that the use or enjoyment of a lot burdened is not unreasonably affected. The Representative of the owner's corporation of the lot burdened may impose reasonable conditions in connection with the installation of the additional Utility Infrastructure including in relation to the nature, type, size or location of the additional Utility Infrastructure and the manner in which the additional Utility Infrastructure will be installed.

2.3 The owner installing the additional Utility Infrastructure must, in relation to the additional Utility Infrastructure:

(a) indemnify the owner's corporation of the lot burdened and each owner of a lot burdened by this easement from all liability and costs in connection with the additional Utility Infrastructure;

(b) make good any damage caused to a lot burdened by the installation of the additional Utility Infrastructure.

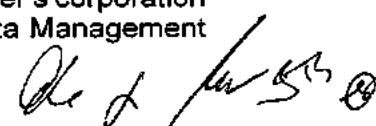
2.4 The cost of installing additional Utility Infrastructure is to be borne solely by the owner who enjoys the benefit of the additional Utility Infrastructure.

2.5 For the purposes of this easement, installing additional Utility Infrastructure shall include enhancing the capacity of existing Utility Infrastructure.

2.6 For the purposes of this easement:

"Utility Infrastructure" means plant, equipment, cables, tubes, wires and conduits of all kind or other apparatus connected with the operation of a Service.

"Representative" means the representative of the owner's corporation of the lot burdened that is appointed under the Strata Management Statement.



# DP1076062

"Service" has the meaning ascribed to it in Section 8AB(1) of the Strata Schemes (Freehold) Development Act 1973.

"Strata Management Statement" means the strata management statement as defined in the Strata Schemes Management Act 1996 and registered in respect of a strata scheme or schemes registered over one or both of the burdened and benefited lots.

3. Terms of Easement for Vehicular and Personal Access thirdly referred to in the abovementioned plan:

3.1 An easement for vehicular and personal access in the terms of that under Section 8AB of the Strata Schemes (Freehold Development) Act 1973 is created in respect of that part of the lot burdened shown in the abovementioned plan as "easement for vehicular and personal access" and identified by the letter "C".

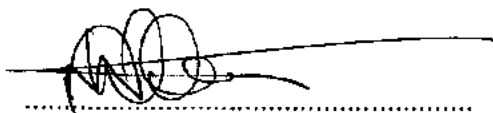
3.2 The owner of the lot which obtains the benefit of the right of vehicular and personal access must carry out the obligations in respect of the right of vehicular and personal access referred to in Section 4(1) of Schedule 1B of the Strata Schemes (Freehold Development) Act 1973. The costs of maintenance and repair referred to in Section 7 of Schedule 1B of the Strata Schemes (Freehold Development) Act 1973 must be borne as to 50% by the owner of Lot 920 and 50% by the owner of Lot 921. Any plant and equipment located on the easement area shall be maintained and repaired by the owner of the lot which benefits from such plant and equipment at its cost.

Name of Person whose consent is required to release, vary or modify easement firstly, secondly and thirdly, referred to:

South Kingscliff Developments Pty Ltd ACN 098 968 266

Executed by South Kingscliff Developments Pty Ltd ACN 098 968 266 )

Executed by South Kingscliff Developments Pty Ltd A.C.N. 098 968 266 by its duly appointed attorney ~~ANTHONY WILLIAM HICKEY/BRADLEY JAMES SCALE/JAMIE TREVOR BOLIC~~ under Registered Power of Attorney Book No. 179 who certifies that he has received no notice of revocation of such Power of Attorney. \* 4430 No 878



Sole Director and Sole Secretary  
WITNESS

MATTHEW CRAIG WILLIAMS  
Print Name  
34-36 Chempine Drive  
Robina Qld 4226.



# DP1076062

Executed by Capital Finance Australia Limited ACN 069 663 136 by its duly appointed attorneys\_\_\_\_\_ )

and \_\_\_\_\_ )  
under Power of Attorney Number

BOOK 4288 No 968 )

who certify they have no notice of revocation of the said power of attorney in the presence of:

*J. Ramsey*  
.....  
Attorney GREGORY DAVID RAMSAY  
STATE MANAGER

*A. Oakes*  
.....  
Attorney ANDREW FRANCIS OAKES  
ADMINISTRATION MANAGER

**MARGARET PARTRIDGE**

.....  
Print Name

*M. Partridge*  
.....  
Witness  
Address: **LEVEL 10, 127 CREEK ST  
BRISBANE QLD 4000**

Executed by City Pacific Limited ACN 079 453 955 as trustee by its duly appointed attorney *Stuart Henderson Kissick* under power of attorney Book *4424 No 979* who declares he has no notification of the revocation of the power of attorney  
Sole Director & Sole Secretary/Director

*Stuart Henderson Kissick*  
.....  
Director/Secretary  
*Attorney*

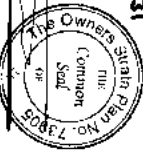
*Norrie Forston*  
.....  
Witness  
*Norrie Forston*  
.....  
Print Name

.....  
Print Name

*[Signature]*  
.....  
Tweed Shire Council  
Authorised Person/~~General Manager~~



Tom Ray - Sole Director / Secretary  
 Macleodhouse Pty Ltd  
 Kiv 106 066 531



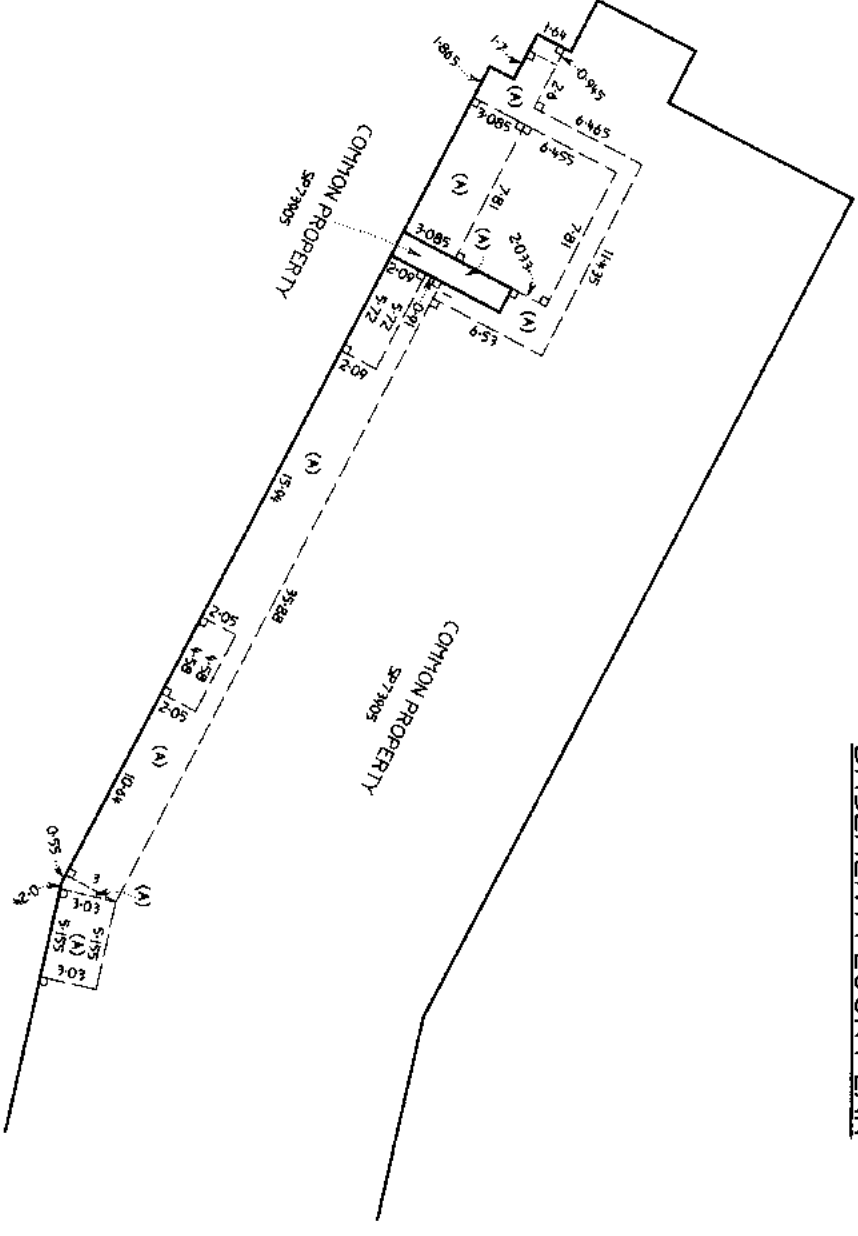
Matthew Williams - Chairman  
 Owners Strata Plan No. 73905  
 Macleodhouse Pty Ltd  
 THE COMMON SEAL OF THE OWNERS  
 SP 73905 WAS HEREBY AFFIXED  
 ON 7 AUGUST 2006 IN THE PRESENCE  
 OF MATTHEW WILLIAMS AS CHAIRMAN  
 AND MICHAEL SUTHER AS SECRETARY  
 BEING THE PERSONS AUTHORIZED BY  
 SECTION 235B STRATA STATUTES  
 AND/OR PART 1996 TO AFFIX  
 THE SEALING OF THIS SEAL.

Department of Lands Approval  
 I, (Authorised Officer) ..... in approving this plan certify  
 that all necessary requirements in regard to the allocation of the  
 land shown hereon have been given.

Signature: .....  
 Date: .....  
 Title: .....  
 Office: .....

Subdivision Certificate  
 I certify that the provisions of 1988 of the Subdivision Act 1988  
 and the provisions of 1977 have been complied with in relation to the  
 proposed .....

Authorised Person/Secretary/Chairman/Responsible Officer  
 Name: .....  
 Title: .....  
 Date of Birth: .....  
 Accreditation No.: .....  
 Subdivision Certificate No.: .....  
 Other: .....



(A) EASEMENT FOR USE VARIABLE WIDTH  
 H DENOTES A RIGHT ANGLE

M.G.A.

DP1101905

Registered: 1-9-2006

PLAN OF  
 EASEMENT FOR USE WITHIN  
 COMMON PROPERTY IN SP73905

Length one in metres. Reduction Ratio: 1:200

LSA: TWEED  
 Locality: MONSIEUR  
 Parish: CLIFDEN  
 County: ROUS

This is a plan of my plan in .....  
 (Name if applicable) .....

Surveyor Registration: 2007  
 I, GEORGINA JAMES THOMPSON  
 of THE STRATA SERVICES PTY. LTD. A COMPANY (79) 132  
 of THE STRATA SERVICES ACT 2002, hereby  
 certify that this plan was prepared in accordance with the Strata Property  
 Act 2002 and was completed on: 21/7/2005  
 The survey relates to: EASEMENT FOR USE  
 I have verified the accuracy of the survey and certify that the  
 points shown are true and correct as shown on the plan.  
 2006 Victorian Survey  
 (Signature) .....  
 My Commission Expires: 30/06/2008

Plans used in preparation of survey/compilation  
 SP73905

NOTE: FOR USE ONLY for alterations of  
 intention to develop public reserves, adjacent  
 public reserves, drainage reserves, adjacent  
 public reserves, drainage reserves, adjacent  
 public reserves on the use of land or positive  
 easements.  
 (THIS INTENDED) :-  
 TO CREATE PURSUANT TO SECTION 88B OF  
 THE CONVEYANCING ACT 1919 :-  
 1. EASEMENT FOR USE VARIABLE WIDTH

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.

**DP1101905**

(Sheet 1 of 2 sheets)

Plan of Easement for Use

Full name and address of  
Owner of the land

The Owners - Strata Plan No. 73905, C/- Stewart Silver King & Burns, "Mainwaring Precinct", Barclay Drive, Casuarina Beach, NSW, 2487

**Part 1 (Creation)**

<b>Number of item shown in the intention panel on the plan</b>	<b>Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan</b>	<b>Burdened lot(s) or parcel(s):</b>	<b>Benefited Lot(s), bodies or Prescribed Authority:</b>
1	Easement for use variable width	Common Property in SP 73905	3/SP74283

**Part 2 (Terms)**

1. Terms of Easement for Use firstly referred to in the abovementioned plan:

- 1.1 The owner of the lot burdened grants full, free and unimpeded right for the owner of the lot benefited or its lessees, agents, contractors and invitees and all persons authorised by the owner of the lot benefited to use that part of the lot burdened identified by the letter "A" for the purposes of storage of goods, chattels and other items used in connection with the business conducted from the benefited lot and to enter the lot burdened to access that part of the lot burdened identified by the letter "A".
- 1.2 The grant of this easement is subject to the following conditions, which conditions are covenants and agreements between the owner of the lot burdened and the owner of the lot benefited with the intention and agreement that the benefit and burden of the covenants and agreements shall pass with the benefit and burden of this easement:
  - (a) the owner of the lot benefited must, in exercising its rights under this easement:
    - (i) only use the easement area for the storage of goods, equipment and other items used in connection with the business conducted from the lot benefited;
    - (ii) not store anything that creates a nuisance or is likely to endanger occupants of the burdened lot;

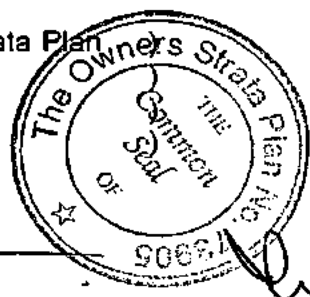
DP1101905

- (iii) promptly clean up any spillage and litter caused by the movement of goods or items to and from the easement area; and
- (iv) repair any damage caused to the benefited lot by the use of the easement area or the movement of goods or items to and from the easement area.

Name of Person whose consent is required to release, vary or modify easement firstly referred to in the abovementioned plan:

South Kingscliff Developments Pty Ltd ACN 098 968 266

Executed by The Owners - Strata Plan No. 73905



THE COMMON SEAL OF OWNERS STRATA PLAN NO. 73905 WAS HERETO AFFIXED ON 7 AUGUST 2006 IN THE PRESENCE OF MATHEW WILLIAMS (CHAIRMAN) AND MICHAEL SILVER (SECRETARY) BEING THE PERSONS AUTHORIZED BY SECTION 238 OF THE STRATA SCHEMES MANAGEMENT ACT 1996 TO ATTEST TO THE AFFIXING OF THE SEAL

*[Signature]*  
.....  
Chairman

*[Signature]*  
.....  
Secretary

Mathew Williams  
.....  
Print Name

Michael Silver  
.....  
Print Name

Signed by Moonshadowz Pty Ltd ACN 106 066 531 pursuant to section 127 of the Corporations Act )  
)  
)  
)

*[Signature]*  
.....  
Sole Director and Sole Secretary/Director  
Tom Davis Ray  
.....  
Print Name

.....  
Director/Secretary  
.....  
Print Name

REGISTERED  1-9-2006

The Common seal of the Owners - Strata Plan No 73905 was hereunto affixed on 13 December 2002 in the presence of Matthew Williams and Michael Silver being the person(s) authorized by s 235 Strata Schemes Management Act 1996 to effect the fixing of the seal.

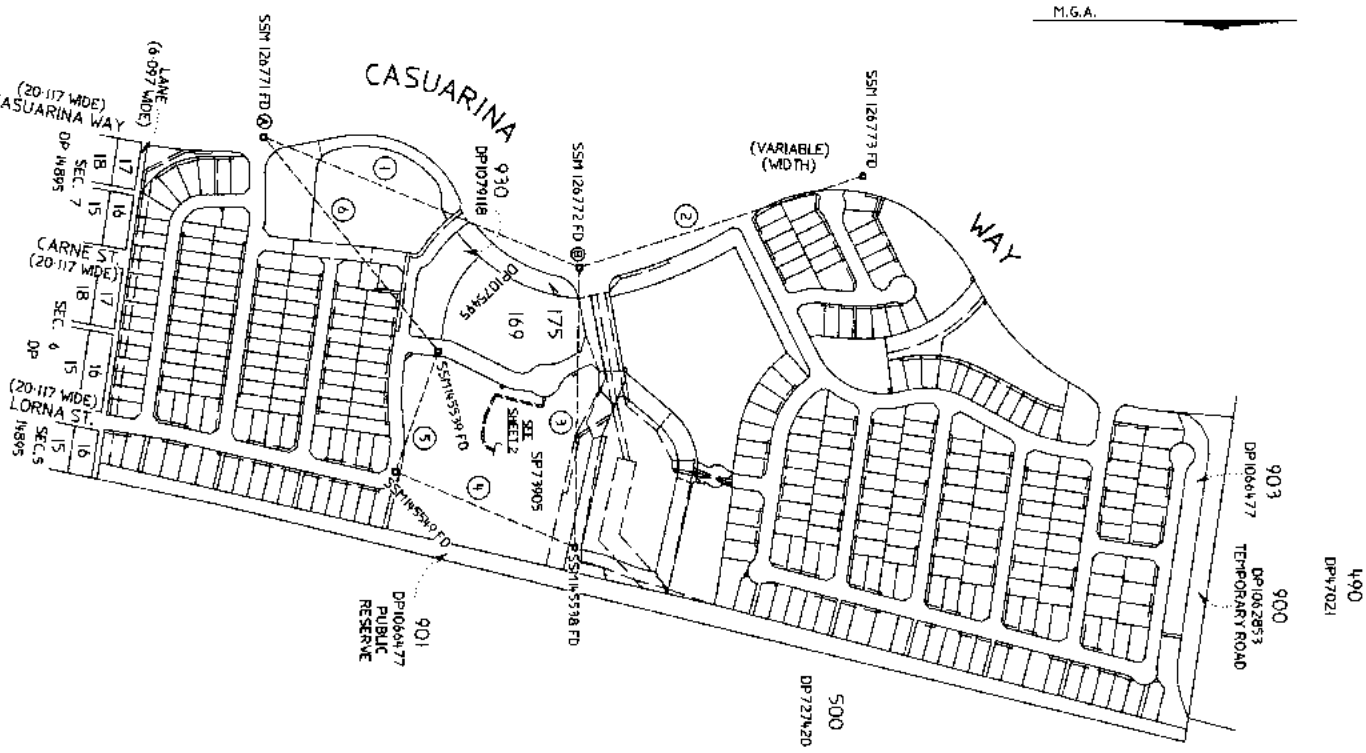


The Common seal of the Owners - Strata Plan No 73905 was hereunto affixed on 13 December 2002 in the presence of Matthew Williams and Michael Silver being the person(s) authorized by s 235 Strata Schemes Management Act 1996 to effect the fixing of the seal.



Department of Lands Approval  
in approving this plan certify that all necessary approvals in regard to the allocation of the lot and any other matters have been given.

Subdivision Certificate  
This plan is the subdivision of a portion of the land described in the certificate of title and the plan of subdivision is approved.  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
Office: \_\_\_\_\_



CONNECTIONS

LINE	BEARING	DIST
1	22°19'55"	36.0 904
2	34°20'08"	315.555
3	90°51'42"	206.213
4	202°48'36"	206.001
5	109°29'07"	135.602
6	230°47'26"	201.973

MGA CO-ORDINATES

MARK	SURVEYING REGULATION 2001 - CLAUSE 32 (2)	EASTING	NORTHING	ZONE	CLASS	ORDER
SSM 126771	556 308.879	6 871 635.621	56	A	1	
SSM 126772	556 345.904	6 871 969.414	56	C	3	
SSM 126773	556 346.219	6 872 269.639	56	C	3	
SSM 14538	556 742.099	6 871 964.945	56	C	3	
SSM 14539	556 535.030	6 871 820.127	56	C	3	
SSM 14540	556 622.817	6 871 774.911	56	C	3	

SOURCE: MGA CO-ORDS ADOPTED FROM S.C.I.M.S. 24/8/2006  
CONV. SCALE FACTOR 0.999638

PERMANENT MARK COMPARISONS

LINE	BEARING-DIST (MGA GROUND)	BEARING-DIST (SURVEY)
SSM126772-SSM14538	90°51'39" 286.245	90°51'42" 296.213
SSM126771-SSM126772	22°19'55" 360.988	22°19'55" 360.904
SSM126772-SSM126773	34°20'08" 315.551	34°20'08" 315.555
SSM14538-SSM14539	202°48'37" 206.003	202°48'36" 206.001
SSM14539-SSM14540	109°29'09" 135.6	109°29'07" 135.602
SSM14539-SSM126771	230°47'26" 201.973	230°47'26" 201.973

Registered: 21.2.2007

Title System: TORRENS

Purpose: EASEMENT

Ref. No.: X5467-44 #

Lot Plan: S.P. 73905  
D.P. 1076062

RIGHT OF PERSONAL ACCESS WITHIN  
CERTAIN PROPERTY IN SP73905

Lengths are in metres. Reduction Ratio: 1:4000

Locality: KINGSLIFF  
Parish: CLIDGEN  
County: ROLDS

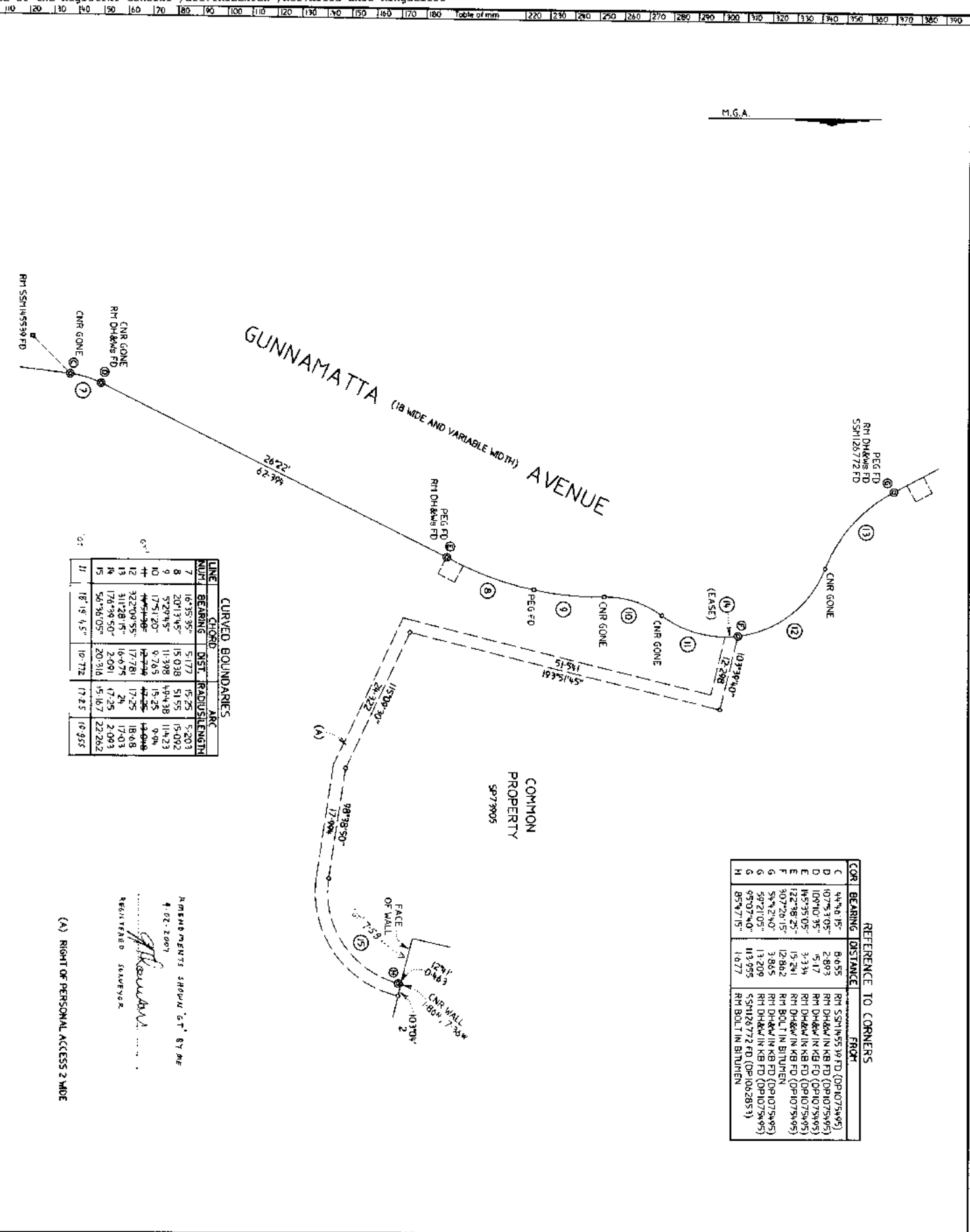
This is sheet 2 of my plan in sheets.  
(Where it is indicated)

1. GEORGETOWN, JAMES THOMSON  
of MICHEL BROU SERVICES PTY LTD, A.C.N.061.1750.132  
of a lawyer registered under the Solicitors Act, 2002, hereby  
And there made in compliance with the Solicitors Act, 2002  
The authority is to: RIGHT OF PERSONAL ACCESS  
(Name, capacity, full and correct name and address of grantor and  
Donee of the easement)  
Date: 20/11/2002  
Zone: Urban  
(Signature)  
Matthew Silver  
Solicitor registered under  
the Solicitors Act 2002

Plans used in preparation of survey/development:  
DP1062853, DP1075495, DP1076062,  
SP73905

PANEL FOR USE ONLY for statements of public use or restriction on the use of land or positive covenants.  
IT IS INTENDED: --  
TO CREATE PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919: --  
THE RIGHT OF PERSONAL ACCESS 2 WIDE





**CURVED BOUNDARIES**

LINE	CHORD	ARC		
NO.	BEARING	DIST.	RADIUS	LENGTH
7	16°35'35"	51.77	15.25	5.203
8	201°34'5"	15.038	51.55	15.002
9	5°29'45"	11.398	49.438	14.23
10	175°12'0"	9.765	15.25	9.94
11	145°14'48"	10.25	14.25	14.044
12	322°00'55"	17.781	17.25	18.68
13	311°28'15"	16.475	24	17.03
14	126°49'50"	2.091	17.25	2.093
15	56°48'05"	20.916	15.167	22.862

**REFERENCE TO CORNERS**

COR.	BEARING	DISTANCE	FROM
C	44°46'15"	8.655	RM S31IN55.19 FD (DP1075495)
D	107°51'05"	2.893	RM D&W IN KB FD (DP1075495)
E	109°10'35"	5.17	RM D&W IN KB FD (DP1075495)
F	145°35'05"	3.134	RM D&W IN KB FD (DP1075495)
G	122°48'25"	15.241	RM D&W IN KB FD (DP1075495)
H	307°26'15"	12.862	RM BOLT IN BITUMEN
I	54°42'40"	3.865	RM D&W IN KB FD (DP1075495)
J	59°21'05"	13.209	RM D&W IN KB FD (DP1075495)
K	95°07'40"	113.955	RM D&W IN KB FD (DP1062853)
L	85°47'15"	14.77	RM BOLT IN BITUMEN

REMARKS: SHOW 'G.T.' BY ME  
 4-02-2007  
 REGISTRATION SURVEYOR  
 (A) RIGHT OF PERSONAL ACCESS 2 WIDE

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 2 sheets)

**DP1107916**

Right of Personal Access within Common Property in SP73905

Full name and address of Owner of the land

The Owners – Strata Plan No. 73905  
c/- Stewart Silver King & Burns Pty Ltd  
116-118 Bundall Road  
Bundall QLD 4217

**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 personal access 2 wide	Common Property in SP 73905	Common Property in SP 74283

**Part 2 (Terms)**

1. Terms of Easement for Personal Access firstly referred to in the abovementioned plan:

- 1.1 An easement for personal access in the terms of that under Section 8AB of the Strata Schemes (Freehold Development) Act 1973 is created in respect of that part of the lot burdened shown in the abovementioned plan as "right of personal access 2 wide" and identified by the letter "A".
- 1.2 The Owners – Strata Plan No. 73905 must carry out the obligations in respect of the right of personal access referred to in Clause 4(1) of Schedule 1B of the Strata Schemes (Freehold Development) Act 1973. The costs of maintenance and repair referred to in Clause 7 of Schedule 1B of the Strata Schemes (Freehold Development) Act 1973 must be borne by The Owners – Strata Plan No. 73905.

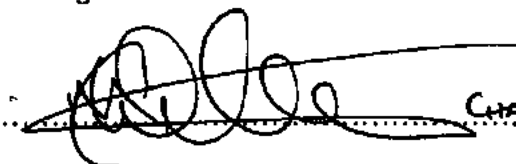
Name of Person whose consent is required to release, vary or modify easement firstly referred to in the abovementioned plan:

Owners Corporation Strata Plan 74283

# DP1107916

(Sheet 2 of 2 sheets)

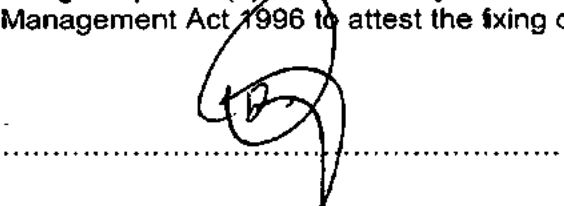
The common seal of the Owners – Strata Plan No 73905 was hereunto affixed on 13 December 2006 in the presence of Mathew Williams and Michael Silver being the person(s) authorised by s. 238 Strata Schemes Management Act 1996 to attest the fixing of the seal.

 CHAIRPERSON

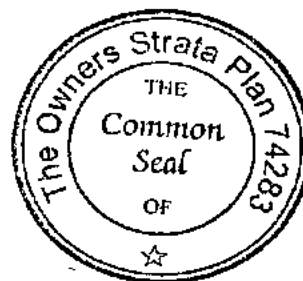
Michael Silver (Secretary)



The common seal of the Owners – Strata Plan No 74283 was hereunto affixed on 13 December 2006 in the presence of Mathew Williams and Michael Silver being the person(s) authorised by s. 238 Strata Schemes Management Act 1996 to attest the fixing of the seal.



Michael Silver (Secretary)



REGISTERED  AC 21.2.2007



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 2 sheets)

# DP1107917

Right of Personal Access within Common Property in SP73905

Full name and address of Owner of the land

The Owners – Strata Plan No. 73905  
c/- Stewart Silver King & Burns Pty Ltd  
116-118 Bundall Road  
Bundall QLD 4217

## 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 personal access 2 wide	Common Property in SP 73905	Common Property in SP 74283

## Part 2 (Terms)

1. Terms of Easement for Personal Access firstly referred to in the abovementioned plan:

- 1.1 An easement for personal access in the terms of that under Section 8AB of the Strata Schemes (Freehold Development) Act 1973 is created in respect of that part of the lot burdened shown in the abovementioned plan as "right of personal access 2 wide" and identified by the letter "B".
- 1.2 The Owners – Strata Plan No. 73905 must carry out the obligations in respect of the right of personal access referred to in Clause 4(1) of Schedule 1B of the Strata Schemes (Freehold Development) Act 1973. The costs of maintenance and repair referred to in Clause 7 of Schedule 1B of the Strata Schemes (Freehold Development) Act 1973 must be borne by The Owners – Strata Plan No. 73905.

# DP1107917

(Sheet 2 of 2 sheets)

Name of Person whose consent is required to release, vary or modify easement firstly referred to in the abovementioned plan:

Owners Corporation – Strata Plan 74283

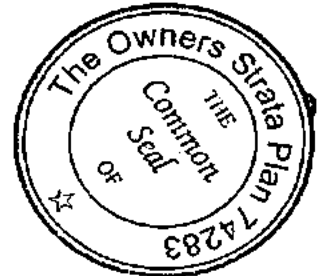
The common seal of the Owners – Strata Plan No 73905 was hereunto affixed on 13 December 2006 in the presence of Matthew Williams and Michael Silver being the person(s) authorised by s. 238 Strata Schemes Management Act 1996 to attest the fixing of the seal.



[Signature]  
.....  
Chairman

Michael Silver (Secretary)  
.....

The common seal of the Owners – Strata Plan No 74283 was hereunto affixed on 13 December 2006 in the presence of Matthew Williams and Michael Silver being the person(s) authorised by s. 238 Strata Schemes Management Act 1996 to attest the fixing of the seal.



[Signature]  
.....

Michael Silver (Secretary)  
.....

**REGISTERED**  Mc 21.2.2007

Release: 2.0  
 www.lands.nsw.gov.au

**CONVERSION OF STRATA  
 LOT TO COMMON PROPERTY**

New South Wales

Section 13 Strata Schemes  
 (Freehold Development) Act 1973



**AE580504D**

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar 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.

**STAMP DUTY**

Office of State Revenue use only	NEW SOUTH WALES DUTY 25-03-2009 0005314130-001 TRANSFER- TRANSFER DUTIABLE AMOUNT \$ *****100,000.00 DUTY \$ *****1,990.00
----------------------------------	--

**(A) TORRENS TITLE**

For the common property Common Property in SP73905	For the lot to be converted 215
---	------------------------------------

**(B) LODGED BY**

Document Collection <b>28A</b>	Name, Address or DX and Telephone LPN: <b>ESPBEON</b> <b>ESPBEON PROPERTY SERVICES</b> <b>2404711</b> <b>2734</b> <b>SYDNEY NSW 2000</b> Ph: <b>02 9210 0993</b> Reference: <b>D7 885 SYDNEY</b> <b>67 8240 0000</b> <b>FUCKEY-1187393</b>	CODE <b>CD</b>
-----------------------------------	--	-------------------

**(C) APPLICANT**

South Kingscliff Developments Pty Ltd ACN 098 968 266

**(D) LOT TO BE CONVERTED**

Strata Plan No. 73905	Lot No. 215
-----------------------	-------------

**(E)** The applicant and the Owners-Strata Plan No. 73905 hereby notify the Registrar General that the lot referred to above has been converted to common property.

DATE **10 February 2009**

**(F)** Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: \_\_\_\_\_  
 Authority: \_\_\_\_\_

Signature of authorised person: \_\_\_\_\_ Signature of authorised person: \_\_\_\_\_  
 Name of authorised person: \_\_\_\_\_ Name of authorised person: \_\_\_\_\_  
 Office held: \_\_\_\_\_ Office held: \_\_\_\_\_

**(G) CERTIFICATE BY OWNERS CORPORATION**

The owners corporation referred to above hereby certifies that by a special resolution it has consented the conversion to common property of the lot specified above. The common seal of the Owners-Strata Plan No. 73905 was affixed on **10/2/2009** in the presence of—

Signature(s): \_\_\_\_\_

Name(s): **PETER THOMSEN**

being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.



**(H) COUNCIL'S CERTIFICATE**

The Council of **Tweed Shire Council**, having satisfied itself as to the conditions referred to in section 37(5) of the Strata Schemes (Freehold Development) Act 1973 have been met, approves the conversion to common property of lot **215** in strata plan No. **73905**

Signature of authorised officer: \_\_\_\_\_

Name of authorised officer: **GARRY SMITH** Position of authorised officer: **MANAGER DEVELOPMENT ASSESSMENT**

APPROVED FORM 9

CI. 25(1) (F) / CI. 26(1) (L)

Strata Schemes (Freehold Development) Act 1973

Strata Schemes (Leasehold Development) Act 1986

Certificate of Owners Corporation

In pursuance of the *\*Strata Schemes (Freehold Development) Act 1973, or ~~\*Strata Schemes (Leasehold Development) Act 1986~~*, The Owners - Strata Plan No 73905 hereby certifies that:

- (1) the *\*dealing \*plan* being a Conversation of Strata Lot to Common Property for Strata Plan No. 73905 was *\*executed \*accepted \*sealed* by it pursuant to a special resolution passed in accordance with the requirements of the above Act;
- (2) the requirements of section 28(3)(a)(ii) or section 32(3)(a)(ii) of the above Act have been complied with in respect of the said *\*dealing \*plan*.

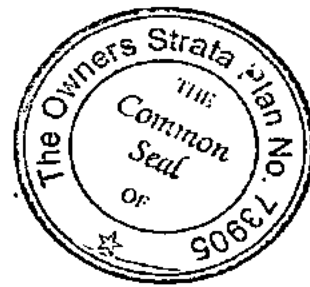
The common seal of Owners - Strata Plan No 73905 was hereunto affixed on 10/3/2009 in the presence of Peter Thomson (Chairman) Sharon Manning (Secretary) and being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

The Owners Strata Plan No. 73905

X [Signature] PETER THOMSEN  
Chairman

As per s238 of SSMA.

X \_\_\_\_\_  
Secretary



- \* Strike out whichever is inapplicable.
- + Set out sufficient particulars to identify positively the transfer or lease to which the certificate relates.



Approved Form 10

Cl. 25(1) (F) / Cl. 26(1) (L)

Strata Schemes (Freehold Development) Act 1973

Strata Schemes (Leasehold Development) Act 1986

Certificate re Initial Period

In pursuance of the \* Strata Schemes (Freehold Development) Act 1973, \* Strata Schemes (Leasehold Development) Act 1986, The Owners - Strata Plan No. 73905 hereby certifies that in respect of the strata scheme based on Strata Plan No. 73905:

- \* (a) the initial period, as defined by that Act, expired before:
  - \* issue by the \* local council/\* accredited certifier on ..... of a certificate referred to in \* section 9(3)(b) \* section 11(2)(b).
  - \* issue by the \* local council/\* accredited certifier on ..... of a certificate referred to in \* section 13(2)(a) \* section 16(2)(a).
  - \* issue by the owners corporation on 10/2/2009 of a certificate referred to in \* section 28(4)(a) \* section 32(4)(a).
- \* (b) ~~at the date of issue of a certificate referred to in section \* 9(3)(b); \* 13(2)(a) or \* 28(4)(a) \* section 11(2)(b); \* 16(2)(a) or \* 32(4)(a) the original proprietor owned all of the lots in the strata scheme and any purchaser under an exchanged contract for purchase of a lot in the strata scheme consented to any plan or dealing that is being lodged along with this certificate.~~

The common seal of Owners - Strata Plan No 73905 was hereunto affixed on 10/2/2009

in the presence of Peter Thomson (Chairman) and Strata Managing Agent (Secretary) being the person (s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest to the affixing of the seal.

The Owners Strata Plan No. 73905

*[Signature]*  
 Chairman PETER THOMSEN  
 As per s 238  
 SSMA  
 Secretary



\* Strike out whichever is inapplicable.

Form: 15CH  
Release: 2.1

**CONSOLIDATION  
CHANGE OF BY-LAW**

New South Wales

Strata Schemes Management Act

Real Property Act 1900



**AQ218980T**

**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

For the common property CP/SP 73905
--

(B) LODGED BY

Document Collection Box 6508C	Name, Address or DX, Telephone, and Customer Account Number if any LLPN:136319 <i>D</i> KEMPS PETERSON LEGAL PTY LTD DX 11553 SYDNEY DOWNTOWN (02) 8216 0443 registrations@kplg.com.au	CODE  <b>CH</b>
Reference: FILE NO: 178770 - TWE		

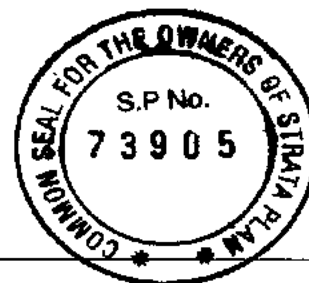
- (C) The Owners-Strata Plan No. 73905 certify that a special resolution was passed on 28/02/2020
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. BY-LAWS 1 - 57  
Added by-law No. BY-LAWS 1 - 45  
Amended by-law No. NOT APPLICABLE

as fully set out below:

See annexure

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to as Note (E) is annexed hereto and marked as Annexure A
- (G) The seal of The Owners-Strata Plan No. 73905 was affixed on 01/07/2020 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: *Matilda Halliday*  
Name: MATILDA HALLIDAY  
Authority: Licensed Strata Managing Agent  
BCS Strata Management P/L  
Signature:  
Name:  
Authority:



**ANNEXURE A**

**STRATA PLAN 73905**

**TABLE OF CONTENTS**

Preamble ..... 4

1. Vehicles ..... 4

2. Private Roads and Other Common Property ..... 4

3. Visitors' Car Park ..... 4

4. Obstruction ..... 5

5. Damage to Lawns, etc on Common Property ..... 5

6. Use of Recreation Facilities ..... 5

7. Instructions to Contractors, etc..... 5

8. Depositing Rubbish on Common Property ..... 5

9. Garbage Disposal ..... 6

10. Appearance of Buildings and Signs ..... 6

11. Inflammable Liquids, Gases or Other Materials..... 6

12. Keeping of Animals..... 7

15. Noise ..... 7

16. Infectious Diseases..... 7

17. Window coverings, Shutters, Awnings, Privacy Screens and Pergolas..... 8

18. Works to Lots ..... 8

19. Fire Control ..... 13

20. Responsibility to Maintain the Common Property ..... 13

21. Taps..... 13

22. Water Closets ..... 13

23. Behaviour of Invitees..... 14

24. Notice of Defect ..... 14

25. Use of Lots ..... 15

26. Functions of Owner's Corporation ..... 15

27. PABX Cabling..... 15

28. Strata Committee may Engage ..... 15

29. Correspondence ..... 16

30. Notices ..... 16

31. Copy of By-laws to be Produced Upon Request..... 16

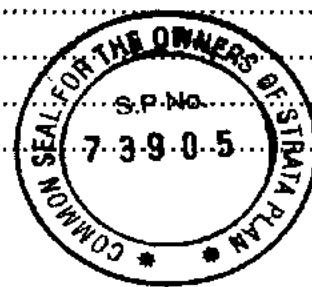
32. Recovery of Costs ..... 16

33. Cable TV ..... 16

34. Aerials ..... 16

35. Illegal Use of Lots Prohibited ..... 17

*Handwritten signature*



36. Signs.....	17
37. Power to Enter into Licence Agreements.....	17
38. Liquor Licence Deed .....	17
39. Bulk Supply of Electricity, Water and other Utility Services .....	17
40. Exclusive Use - Car Parking Areas .....	19
41. Exclusive Use - Storage Areas.....	19
42. Special Privileges .....	19
43. Special Privilege for Caretaking / Letting Agent.....	23
44. Strata Management Statement .....	23
45. Definitions.....	24
46. Special privileges - Gymnasium .....	24
47. Electronic delivery of notices .....	26

## **Preamble**

The By-laws for the strata scheme bind the Owners Corporation and the Owners, any mortgagee, tenant or occupier in the strata scheme.

They are rules designed for the purpose of the control, management, administration, use and enjoyment of the Lots and common property within a strata scheme.

The By-laws made can be categorised into three classes:

- the behaviour of Owners and occupiers when occupying their Lots or using common property ("conduct By-laws");
- The use of common property ("common property rights By-laws");
- The granting of greater powers to the Owners Corporation ("empowering By-laws").

By-laws can be made, amended or repealed by a special resolution, which is effected in a general meeting.

In the Strata Scheme, there are By-laws which come within each of the By-law classes.

The By-laws must be obeyed by all persons within the Strata Scheme.

## **1. Vehicles**

An Owner or occupier of a Lot shall not park or stand any motor or other vehicle including personal watercraft, caravan, trailer or motorbike, motor home, campervan or bus upon the common property without the consent in writing of the Strata Committee.

## **2. Private Roads and Other Common Property**

The private roadways, pathways, drives and other Common Property and any easement giving access to the Parcel shall not be obstructed by any Owner or the tenants, guests, servants, employees, agents, children, invitees, licensees of an Owner or any of them or used by them for any purpose other than the reasonable ingress and egress to and from their respective Lots or the parking areas provided. An Owner or occupier of a Lot shall not:

2.1 drive or permit to be driven any motor vehicle in excess of two (2) tonnes weight onto or over the Common Property other than such vehicles necessary to complete the construction and/or occupation of any building or other structure erected on the land, and any motor vehicles entitled by any statute and/or local authority ordinances;

2.2 permit any invitees' vehicles to be parked on the roadway forming part of the common area at any time. Any invitees shall park their vehicles in the visitors' parking bays on the Common Property and shall use such area only for its intended purpose of casual parking;

2.3 permit any motor or other vehicle including personal watercraft, caravan, trailer, motorbike, motor home, campervan or bus over or through the Common Property without the consent in writing of the Strata Committee.

## **3. Visitors' Car Park**

3.1 An Owner or occupier of a Lot shall not park or stand any motor or other vehicle including personal watercraft, caravan, trailer, motorbike, motor home, campervan or bus upon areas set aside for visitor parking without the consent in writing of the Strata Committee;

3.2 An Owner or occupier of a Lot shall ensure that their invitees use the visitor car parking area only for its intended purpose of casual parking within the guidelines determined from time to time by the Strata Committee.

#### **4. Obstruction**

An Owner shall not obstruct lawful use of Common Property by any person.

#### **5. Damage to Lawns, etc on Common Property**

An Owner or occupier of a Lot shall not damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon Common Property or any Lot.

#### **6. Use of Recreation Facilities**

An Owner or occupier of a Lot shall ensure use of the swimming pools and the other recreation facilities ("the recreational facilities") meets the following requirements;

6.1 that his invitees and guests do not use the same or any of them unless he or another Owner or occupier accompanies them;

6.2 that children below the age of 13 years are not using the recreational facilities unless accompanied by an adult (over the age of 18 years) Owner or occupier exercising effective control over the children;

6.3 that glass containers or glass receptacles of any type are not taken to or allowed to be used in the recreational facilities areas;

6.4 that he and his invitees shall exercise caution at all times and shall not run or splash or behave in any manner that is likely to interfere with the use and enjoyment of the Recreation Facilities by other persons;

6.5 that no use is made of the recreational facilities between the hours of 10:00pm and 7:00am each day or other hours as set from time to time by the Strata Committee;

6.6 that an Owner or occupier and their invitees and guests are suitably attired at all times.

6.7 that an Owner or occupier and their invitees and guests obey any lawful direction given to them by the Owner's Corporation or the Caretaker.

6.8 that an Owner or occupier, their invitees and guests do not operate, adjust or interfere with the operation of the recreational facilities or add any chemical or substance to the recreational facilities.

#### **7. Instructions to Contractors, etc**

7.1 Owners shall not directly instruct any contractors or workmen employed or engaged by Strata Committee unless authorised by the Owners Corporation, the Strata Committee or the Caretaker.

7.2 Where the Owner instructs or engages a contractor or tradesperson to carry out work within a Lot, then the Owner must inform the Contactor or tradesperson to report to the caretaker prior to the carrying out of any work.

#### **8. Depositing Rubbish on Common Property**

An Owner or occupier of a Lot shall not deposit or throw upon the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the Owner or occupier of another Lot or of any person lawfully using the Common Property.

## **9. Garbage Disposal**

An Owner or occupier of a Lot shall:

9.1 except where the Strata Committee provides some other means of disposal of garbage, maintain within his Lot, or on such part of the Common Property as may be authorised by the Strata Committee, in clean and dry condition and adequately covered, a receptacle for garbage;

9.2 comply with all local authority By-laws and ordinances relating to the disposal of garbage;

9.3 ensure that the health, hygiene and comfort of the Owner or occupier of any other Lot is not adversely affected by his disposal of garbage; and

9.4 use the recycle bins or receptacles (if any) that may be provided by the Owners Corporation and/or the relevant local authority and separate, where necessary, any garbage so that full use is made of such bins or receptacles.

## **10. Appearance of Buildings and Signs**

10.1 Subject to By-law 36 an Owner or occupier of a Lot shall not, except with the consent in writing of the Strata Committee, hang any washing, towel, bedding, clothing or other article or display any sign, advertisement, placard, banner, pamphlet or like matter on any part of the Lot or Common Property in such a way as to be visible from inside or outside of the Parcel. In connection with the hanging of clothing to dry naturally, this is permitted to dry naturally, this is permitted only in the areas (if any) designated by the Strata Committee where facilities are supplied for such needs.

10.2 An Owner or occupier of a Lot shall not, except with the consent in writing of the Strata Committee, permit any boat, trailer, caravan, campervan, mobile home or watercraft on a Lot which is visible from the Common Property or from an adjoining Lot.

10.3 An Owner or occupier of a Lot must not place on the balcony:

- If the lot is not as hotel room, more than four chairs, a table and two sun lounges;
- If the lot is a hotel room, more than two chairs, a table and two sun lounges

10.4 An Owner or occupier of a Lot must comply with any notice issued by the Strata Committee in relation to the presence of items, including, but not limited to furniture and barbecues, on a balcony.

## **11. Inflammable Liquids, Gases or Other Materials**

11.1 An Owner or occupier of a Lot shall not bring to, do, or keep anything in a Lot, on the Common Property or in storage cage that increases the risk of fire or may not comply with the relevant fire regulations;

11.2 An Owner or occupier of a Lot shall not, without the consent in writing from the Strata Committee, use or store on a Lot, on the common property or in a storage cage any flammable liquid, chemical or gas other than any flammable liquid, chemical or gas intended to be used for domestic purposes;

11.3 An Owner or occupier of a Lot shall not maintain or operate anywhere within a Lot a barbeque (being gas, electric or any other kind).

## **12. Keeping of Animals**

An Owner or occupier of a Lot shall not, without the approval in writing from the Strata Committee, keep any animal upon a Lot, on the common property or in a storage cage. An Owner or occupier of a Lot that requires an assistance animal (as defined in section 9 of the *Disability Discrimination Act 1992*) is permitted to keep an assistance animal on their Lot whilst they are residing in it.

## **13. Auction Sales**

An Owner or occupier of a Lot shall not permit any auction sale to be conducted or to take place in the Lot or within the Parcel without the prior approval in writing of the Strata Committee.

## **14. Right of Entry**

14.1 The Owners Corporation of a strata scheme may, by its agents, employee or contractors, enter a Lot for the purposes of carrying out work required under the Act, work required by a public authority, or work required by an Order under the Act;

14.2 The Owners Corporation of a strata scheme may, by its agents, employee or contractors, enter a Lot for the purposes of determining whether work is required to be carried out under the Act;

14.3 The Owners Corporation of a strata scheme may, by its agents, employee or contractors, enter a Lot in an emergency or in accordance with an order of the Tribunal;

14.4 The Owners Corporation is liable for any damage to a Lot or the contents of a Lot that was caused as a result of the carrying out any work referred to in this By-law unless the damage arose because the Owners Corporation was obstructed or hindered.

## **15. Noise**

15.1 An Owner or occupier of a Lot shall not make or permit a noise, including electrically amplified music, noise from electrical equipment or power tools, that is likely to interfere with the peaceful enjoyment of Owners of other Lots;

15.2 An Owner or occupier of a Lot must close all doors and windows to contain any noise emanating from within a Lot in the event that electrically amplified music, noise from electrical equipment or power tools are being used;

15.3 In respect of the residential areas of the Parcel, guest leaving after 11:00pm shall be requested by their hosts to leave quietly. Quietness must be observed when an Owner or occupier of a Lot returns to the Lot late at night or early morning hours.

15.4 An Owner or occupier of a Lot shall not operate or permit to be operated upon the Parcel any radio, two-way radio, short-wave radio, transmitter, telecommunications device or electronic equipment so as to interfere with any domestic appliance or apparatus (including a radio or television receiver) lawfully in use upon the Common Property or in a Lot.

15.5 The Caretaker and Strata Committee reserves the right to instruct an Owner or occupier of a Lot to stop using electrically amplified music, noise from electrical equipment or power tools in the event that the noise is interfering with the peaceful enjoyment of occupiers of other Lots;

## **16. Infectious Diseases**

An Owners or occupier for a Lot must comply with any advice or instructions issued or promulgated by any authority with respect to health or medical issues.



## **17. Window coverings, Shutters, Awnings, Privacy Screens and Pergolas**

17.1 An Owner or occupier of a Lot shall not install, renovate and/or replace an existing window covering, shutter or awning without the approval of the Strata Committee. The Strata Committee shall ensure the window covering, shutter or awning is consistent in design, appearance and colour to the existing Lot's when viewed from the outside of the Lot;

17.2 Where a Lot is used for commercial purposes, the Strata Committee shall not unreasonably refuse or withhold its consent replace an existing window covering, shutter or awning where the replacement is consistent with the commercial operation of the Lot;

17.3 The Strata Committee may engage an external consultant(s) to assess plans and/or specifications of a Lot Owners proposal or to monitor works undertaken. Costs associated with engaging external consultants are to be borne by the Lot Owner;

17.4 An Owner shall not construct any privacy screen, screen, pergola or out building without the written approval of the Strata Committee. Any such structure erected without the approval of the Strata Committee will be removed and costs associated with the removal will be recovered from the Lot Owners.

## **18. Works to Lots**

18.1 An Owner wishing to carry out Works to a Lot must submit an application to the Strata Committee prior to the carrying out of that works.

18.2 Owners must submit an application in the form of that set out in *Schedule 1*.

18.3 Works include Cosmetic Works, Minor Renovations and Works Affecting Common Property.

18.4 The Strata Committee may approve or reject an application, or may require the submission to it of a By-law. If it requires the submission of a By-law, the Owner may utilize the form of By-law set out in *Schedule 2*.

18.5 In considering an application made pursuant to this By-law, the Strata Committee shall have regard to section 109, 110 and 111 of the Act.



## Schedule 2

SPECIAL BY-LAW NO < >

Works Lot < >

### PART 1

#### CONFERRAL OF RIGHT

- 1.1 Notwithstanding anything contained in any by-law in force for the strata scheme, the Owner has the special privilege to carry out the Works (at the Owner's cost) and to retain the Owner's fixture and the right of exclusive use and enjoyment of those parts of the common property attached to or occupied by the Works, subject to the terms and conditions contained in this by-law.

### PART 2

#### DEFINITIONS

- 2.1 In addition to the definitions in by-law 45 the following definitions are also adopted:

- (a) "Works" means the works to the Lot and the common property to be carried out in connection with the \_\_\_\_\_ works for the Lot including:

(i) \_\_\_\_\_; and

(ii) the restoration of lot and common property (including the Lot) damaged by the works referred to above,

all of which is to be conducted strictly in accordance with the Plans and the provisions of this by-law.

- (b) "Lot" means \_\_\_\_\_ in strata plan 73905.

- (c) "Plans" means the plans/drawing prepared by \_\_\_\_\_ and dated \_\_\_\_\_ a copy of which were tabled at the meeting at which this by-law was made and which are attached to this by-law.

### PART 3

#### CONDITIONS

- 3.1 **Compliant Works**

To be compliant under this by-law, Works:

- (d) must be in keeping with the appearance and amenity of the Building in the opinion of the Owners Corporation;
- (e) must be manufactured, designed and installed to specifications for domestic use;
- (f) relating to fire detectors, any alterations, connections or disconnection to the fire detectors are to be detailed. If approved, the changes shall be certified by the fire certification controller appointed by the Owners Corporation;
- (g) relating to air-conditioning, must have a new condenser unit (external) that:

- (i) is mounted on vibration pads in a location so as to minimize noise and vibration;
  - (ii) is installed in the rear courtyard of the Lot and in a location least likely to cause disturbance to other owners (as approved by the Owners Corporation or the Strata Committee);
  - (iii) has an acceptable sound rating as specified by the Owners Corporation or the Strata Committee in writing, such rating not to exceed the original specifications in respect of the Building; and
  - (iv) has all external piping and electrical work covered with the same style downpipe used for the existing guttering of the Building;
  - (v) is not visible from the street; and
  - (vi) is not installed through or attached to windows;
- (h) relating to hard surface flooring, must be insulated with soundproofing underlay as specified by the Owners Corporation or Strata Committee from time to time and must not have a weighted standardized impact sound pressure level exceeding rating 35 when measured in situ in accordance with Australian Standard "AS ISO 140.7-2006 Field measurements of impact sound insulation of floors" and rated to AS ISO 717.2-2004" Acoustics – Rating of sound insulation in buildings and of building elements. Part 2: Impact sound insulation.

### 3.2 Statutory and other requirements

#### 3.2.1 The Owner must:

- (i) comply with all requirements of the Owners Corporation, the by-laws in force for the strata scheme and all directions, orders and requirements of all relevant statutory authorities, including the local council relating to the Works and must be responsible to ensure that the respective servants, agents and contractors of the Owner comply with the said directions, orders and requirements;
- (j) ensure that the warranties provided by the Building Code of Australia and Australian Standards are, so far as relevant, complied with; and
- (k) comply with the provisions of the *Home Building Act 1989*.

#### 3.2.2 The Works must:

- (l) be carried with due care and skill and in accordance with the plans and specifications set out in the contract; and
- (m) comprise materials that are good and suitable for the purpose for which they are used and must be new.

### 3.3 Enduring rights and obligations

#### 3.3.1 An Owner must:

- (n) not carry out any alterations or additions or do any works other than the Works approved by the Owners Corporation or Strata Committee (when relevant);
- (o) properly maintain and upkeep the Works in a state of good and serviceable repair;

- (a) properly maintain and upkeep those parts of the common property in contact with the Works;
- (b) repair and/or reinstate the common property or personal property of the Owners Corporation to its original condition if the Works are removed or relocated;
- (c) ensure that the Works (where applicable) do not cause water escape or water penetration to lot or common property;
- (d) ensure that any electricity or other services required to operate the Works (where applicable) are installed so they are connected to the Lot's electricity or appropriate supply;
- (e) remain liable for any damage to lot or common property arising out of or in connection with the Works and will make good the damage immediately after it has occurred;
- (f) indemnify and keep indemnified the Owners Corporation against any costs or losses arising out of the installation, use, repair, replacement or removal of any Works including any liability in respect of the property of the Owner; and
- (g) without derogating from the generality of clause (h) above, indemnifies and shall keep indemnified the Owners Corporation against any loss, damage to or destruction of the Works caused howsoever by the Owners Corporation, its officers, employees, contractors or agents carrying out any Essential Works where those costs would not have been incurred other than where the Owner or occupier is in breach of this clause 3.3.1.

#### **3.4 Recovery of costs**

If an Owner fails to comply with any obligation under this by-law, the Owners Corporation may:

- (h) request, in writing, that the Owner complies with the terms of it. The notice shall specify the nature of the non-compliance with the obligation;
- (i) if the Owner fails to comply with the request made pursuant to clause 3.4 within seven (7) days from the date of the receipt of the request, by its agents, employees and contractors enter upon the Lot and carry out all work necessary to perform that obligation;
- (j) recover from the Owner the amount of any fine or fee which may be charged to the Owners Corporation; and
- (k) recover any costs from the Owner as a debt due.

## **19. Fire Control**

(a) An Owner or occupier of a Lot must not use or interfere with any fire safety equipment except in the case of an emergency, and must not obstruct any fire stairs or fire escape;

(b) The Owner's Corporation or an Owner or occupier of a Lot must, in respect of the Parcel or the Lot as appropriate:

(i) consult with any relevant authority as to an appropriate fire alarm and fire sprinkler system for the Parcel or the Lot;

(ii) ensure that provision of all adequate equipment to prevent fire or the spread of fire in or from the Parcel or the Lot is to the satisfaction of all relevant authorities; and

(iii) take all reasonable steps to ensure compliance with fire laws in respect of the Parcel or the Lot including allowing appropriate Authorities to inspect and/or test the fire prevention equipment.

## **20. Responsibility to Maintain the Common Property**

20.1 The Owners Corporation must maintain and keep in a state of good repair the common property and any personal property vested in the Owners Corporation;

20.2 The Owners Corporation must renew or replace any fixtures or fittings comprised in the common property and any personal property vested in the Owners Corporation;

20.3 The Owners Corporation may determine a particular item of property is inappropriate for the Owners Corporation to maintain and that decision will not affect the safety of any building or structure or common property or detract from the appearance of any property in the strata scheme;

20.4 The Owners Corporation may delay repairs to the common property if a Lot Owner has failed in their obligation to rectify damages they made to the common property, provided the delay in repairs will not affect the safety of the building, structure or common property in the strata scheme;

20.5 A Lot Owner is permitted to seek compensation for damages for breach of the duty pursuant to section 106 from the Owners Corporation if it has not maintained or repaired the Common Property as required under the Act;

## **21. Taps**

An Owner or occupier of a Lot must ensure that all water taps in the Lot are properly turned off after use. Owners must annually inspect flexible wall to appliance plumbing hoses and couplings and renew as required.

## **22. Water Closets**

The water closets and conveniences and other water apparatus including waste pipes and drains shall not be used for any purposes other than those for which they were constructed. No sweepings or rubbish, sanitary products, disposable nappies or other unsuitable items shall be deposited into the drain. Any damage or blockage to waste pipes, drains, water closets, conveniences and water apparatus from misuse or negligence shall be borne by the Lot Owner whether caused by the Owner's actions or those of his servants, agents, licensees or invitees.

### **23. Behaviour of Invitees**

23.1 An Owner or occupier of a Lot shall take all reasonable steps to ensure that his invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the Owner or occupier of another Lot or of any person lawfully using Common Property.

23.2 An Owner or occupier of a Lot must compensate the Owners Corporation in respect to all damage to the Common Property or personal property vested in it caused by such Owner or occupier or invitees.

23.3 An Owner of a Lot which is the subject of an occupancy or licence agreement must take all reasonable steps, including any action available to him under any such occupancy or licence agreement, to ensure that any person or licensee or other occupier of the Lot or their invitees comply with the provisions of the By-laws of the Strata Scheme.

23.4 The duties and obligations imposed by these By-laws on an Owner or occupier of a Lot shall be observed not only by the Owner or occupier, but also by the guests, servants, employees, agents, children, invitees and licensees of such Owner or occupier.

23.5 Where the Owners Corporation expends money to make good damage caused by a breach of the Act or of these By-laws by any Owner or occupier of a Lot or the guests, servants, employees, agents, children, invitees or licensees of the Owner or occupier of a Lot or any of them, the Owner's Corporation shall be entitled to recover the amount so expended as a debt in any action in any Court of competent jurisdiction from the Owner of the Lot at a time when the breach occurred.

23.6 An Owner or occupier of a Lot shall take all reasonable steps to ensure that their invitees and guests are suitably attired at all times.

23.7 Drones cannot be used anywhere within the resort without the approval of the Strata Committee. Any drone approved for use by the Strata Committee must comply with the Civil Aviation Authority Rules including not flying:

- (a) higher than 120 metres above ground level;
- (b) within 30 metres of any person;
- (c) above people at any height whatsoever;
- (d) in a way that is a hazard to another person, aircraft or property; and
- (e) near emergency situations.

23.8 Smoking is not permitted anywhere within the Strata Scheme including inside any Lot or inside any of the Common Property or corridors, gardens or recreational facility areas.

### **24. Notice of Defect**

An Owner or occupier of a Lot shall give the Strata Committee and/or the Caretaker prompt notice of any accident to or defect in the water pipes, gas pipes, electric or other utility installations or fixtures which comes to his knowledge and the Strata Committee shall have authority by its agents or servants in the circumstances having regard to the urgency involved to examine or make such repairs or renovations as it may deem necessary for the safety and preservation of the building within the Strata Scheme as often as may be necessary.

## **25. Use of Lots**

25.1 The Tweed Shire Council has pursuant to DA02/1423 on 30/08/2002 approved Lots to be used as a 'tourist resort' which under the Tweed Local Environmental Plan 2014 provides tourist accommodation and on-site facilities to satisfy recreational, entertainment, dining and holiday needs of resident tourists. Any Lot that is let, shall only be let for short-term tourist accommodation;

25.2 Lot 214 may be used for the provision of caretaking and letting services ("Caretaking Lot"). The Owner or occupier of the Caretaking Lot will be the only person or entity that may carry on within the Strata Scheme the business of the caretaking of the Strata Scheme and/or the provision of ancillary services to the caretaking/letting business (all of which services are referred to in the By-laws as of the Strata Scheme the "management and letting services"). The Caretaking Lot will manage the letting of Lots in the Strata Scheme, however Owners can lease their Lot personally, or by a licenced real estate agent for the purpose of short term tourist accommodation only.

25.3 The Owner's Corporation will not permit any other person or entity to provide from anywhere within the Strata Scheme any of the management services.

25.4 The Owner's Corporation may not enter into with any other person or entity an agreement relating to the supply by a person or entity of any of the management and letting services.

## **26. Functions of Owner's Corporation**

Without derogating from any powers, duties and functions conferred or imposed on it by the Act or these By-laws, the Owner's Corporation has the function of:

- (a) providing for the benefit of Owners and occupiers and the Common Property a caretaker to provide caretaking duties in respect of the Common Property;
- (b) for the benefit of Owners and occupiers authorise a person or entity to offer services to Lot Owners, on a voluntary basis, including a letting service;
- (c) for the benefit of Owners and occupiers, enter into arrangements for the provision of natural gas (including centralised natural gas hot-water facilities) to the Parcel; and
- (d) for the benefit of Owners and occupiers, enter into arrangements or agreements with any suitable persons or entities for the provision and/or management of the provision of utility services to the Parcel and Lots.

## **27. PABX Cabling**

The Caretaker of the Strata Scheme will be entitled to operate a PABX telephone facility or similar facility within the Strata Scheme and for that purpose will continue to have a licence to install, lay, use, repair, maintain and replace cabling and other equipment necessary for the operation of such facility throughout the Common Property. The Owners Corporation shall not interfere with the operation of this facility.

## **28. Strata Committee may Engage**

The Strata Committee may engage for and on behalf of the Owner's Corporation such agents and servants as it thinks fit in connection with the exercise and performance of the powers, authorities, duties and functions of the Owners Corporation.



## **29. Correspondence**

29.1 All complaints or applications to the Owner's Corporation or the Strata Committee shall be addressed in writing to the Secretary or the Owners Corporation or Caretaker;

29.2 An Owner or occupier of a Lot must direct all requests for consideration for any particular matter to the Strata Committee or the secretary or the Owners Corporation, and not to any other member of the Strata Committee;

29.3 Owners and occupiers of a Lot must communicate with the Strata Committee or other Owner of a Lot in a reasonable manner and not in any way which may become annoyance or a nuisance to any Strata Committee member or Owner;

29.4 All written and verbal communication should be courteous and not abusive or offensive.

## **30. Notices**

An Owner or occupier of a Lot, his servants, agents, licensees and invitees shall observe the terms of any notice displayed in the common property by authority of the Strata Committee or of any statutory authority.

## **31. Copy of By-laws to be Produced Upon Request**

Where a Lot or Common Property is rented, otherwise than to an Owner of a Lot, the renter or, as the case may be, landlord must provide, or cause to be provided to the occupier a copy of the By-laws for the Strata Scheme in accordance with the Act.

## **32. Recovery of Costs**

The Tribunal may order the Owner, or other person(s), to pay a contribution that is payable by the Owner or other person(s) under the Act, that has not paid by the end of after one month after the amount becomes due and payable, together with any interest payable on the unpaid contribution and any reasonable expenses incurred by the Owners Corporation in recovering those amounts

## **33. Cable TV**

The Owner's Corporation and each Owner or occupier acknowledges that there could be an agreement in place with a cable TV carrier or other service provider for the installation of all cabling, wiring, ducting, conduit, amplifiers and other equipment required for the provision of cable television or other telecommunication service to the Strata Scheme and each Lot and the Owner's Corporation and each Owner or occupier must:

- allow a person to install cabling, wiring, ducting, conduits, amplifiers and any other necessary equipment to enable Owners to connect to cable television or other telecommunication service or allow a person to access a Lot for maintaining and repairing such equipment; and
- provide a supply of electricity, at the cost of the Owner's Corporation, if needed for any component to the cable television facility or other telecommunication service that is installed on the Common Property.

## **34. Aerials**

Outside wireless and television aerials may not be erected without permission of the Strata Committee.

### **35. Illegal Use of Lots Prohibited**

An Owner or occupier of a Lot shall not use his Lot for any purpose which may be illegal or injurious to the reputation of the Strata Scheme. An Owner or occupier of a Lot must, at the cost of the Owner or occupier, promptly comply with all laws relating to the Lot including, without limitation, any requirements, notices and Orders of any relevant authority.

### **36. Signs**

No sign or notice, including any "For Sale" sign shall be placed on the Common Property or on any Lot.

### **37. Power to Enter into Licence Agreements**

The Owners Corporation may grant a licence to an Owner or occupier of a Lot, or to another person to use the Common Property in a particular manner or for particular purposes if the Owners Corporation has approved the granting of the licence in accordance with the provisions of the Act.

### **38. Liquor Licence Deed**

The Owners Corporation, in addition to the powers and authorities conferred upon it by or under the Act or any other By-law, has the power and authority to enter into a deed, agreement or other document with any person holding or proposing to hold a liquor licence under the *Liquor Act 1982 (NSW)* in respect of the parcel or any part of the parcel, to enable that person to fulfill the obligations under the *Liquor Act 1982 (NSW)* by granting to that person the full, free and unfettered control of the Common Property.

### **39. Bulk Supply of Electricity, Water and other Utility Services**

39.1 The Owners Corporation may obtain the supply of electricity, water or other utilities ("Utility Services") for the Strata Scheme (which may be in bulk) from an authorised supplier of the Utility Services ("a Supplier"). The Owners Corporation may enter into an agreement with a Supplier on terms decided by the Strata Committee, or if the agreement is outside of the scope of the Strata Committee's authority, the Owners Corporation.

39.2 The Owners Corporation may enter into an agreement with a utilities manager who may facilitate the Owner's Corporation's purchase and administration of the Utility Services ("Utilities Manager").

39.3 Subject to By-law 39.19, the Owners Corporation may install meters to monitor usage of the Utility Services supplied from the Supplier and supplied to Owners and occupiers.

39.4 The Owners Corporation may purchase, otherwise obtain or contract with an entity to provide an Energy Management System ("EMS") or services so as to allow for the bulk purchase of Utility Services and the efficient use of the Utility Services.

39.5 Subject to this By-law, Owners and occupiers must obtain their supply of Utility Services from or through the Owner's Corporation if the Owners Corporation enters into a supply agreement with the Supplier. If requested by the Owner's Corporation, Owners must sign an agreement for the supply of the Utility Services on the Terms of Supply decided by the Owners Corporation.

39.6 Owners or occupiers who accept or use the Utility Services supplied by or through the Owners Corporation ("Consumers") shall, in consideration of the supply of the Utility Services, comply with this By-law and the terms and conditions of supply adopted by the Owners Corporation ("the Terms of Supply"). A copy of the Terms of Supply adopted by the Owner's Corporation shall be made available by the Owners Corporation to Consumers.

39.7 Upon the acceptance or use of one or more of the Utility Services supplied by or through the Owners Corporation, the Terms of Supply shall constitute an agreement between the Consumer and the Owner's Corporation and the Consumer shall sign the Terms of Supply. The consideration for the agreement shall be the supply and continued supply of the Utility Services through the Owners Corporation to the Consumer. The Terms of Supply form an agreement separate to this By-law.

39.8 Upon request by a Consumer, the Owners Corporation shall provide one copy of the Terms of Supply to a Consumer.

39.9 When a Consumer assigns or transfers the Consumer's interest in a Lot, the assignee or transferee becomes joined as a party to the agreement constituted by the Terms of Supply. The assignor or transferor Consumer is released from the obligations imposed under this By-law and the Terms of Supply only when all obligations of the Consumer are satisfied and up to date.

39.10 Subject to By-law 39.19, the Owners Corporation may include the costs for the supply of the Utility Services (whether to an Owner or occupier of a Lot) in Notices of Contributions payable to the Owner's Corporation by the Owner of the Lot to which electricity is supplied. By-law 32 applies to such payments.

39.11 The terms of this By-law and the Terms of Supply are subject to any agreement entered into between the Owner's Corporation and the Supplier. The Owner's Corporation will have no obligation to provide a Utility Service to a Consumer if:

- (a) The agreement with the Supplier is terminated;
- (b) The Supplier does not provide the Utility Service to the Owner's Corporation for any reason, and
- (c) The Consumer does not pay for the supply of the Utility Service by the due date.

39.12 All enquiries regarding connection, disconnection and charges shall be directed to the Utilities Manager (or other person nominated by the Strata Committee). Consumers shall follow the directions of the Utilities Manager (or other person nominated by the Strata Committee) with respect to the supply and use of a Utility Service provided that the directions must be consistent with this By-law and the Terms of Supply.

39.13 The Strata Committee may make rules with respect to the supply of a Utility Service provided they are consistent with this By-law and the Terms of Supply.

39.14 The Owners Corporation will not, under any circumstances whatsoever, be responsible or liable for any loss, cost or damages that occur to any Consumer or anyone who relies upon a Utility Service because of failure of the supply of the Utility Service due to breakdowns, repairs, maintenance, strikes, accidents or causes of any class or description.

39.15 All consumers shall ensure that any installation within a Lot connected with the Utility Service is maintained free of any defect and in a good and serviceable condition. Subject to the Act, the Owners Corporation or the Utilities Manager shall be entitled to enter a Lot to inspect any installations in accordance with By-law 14.

39.16 For the purposes of ensuring the efficient and constant supply of a Utility Service to the Lots during any limitation in the supply of a Utility Service, the Owner's Corporation may impose restrictions in such a manner and to such an extent as it considers necessary, upon the use of Utility Services, including the prohibition of the use of specified articles.

39.17 The Owners Corporation is not responsible for the accuracy or correct operation of any meter for a Lot used to measure the supply of a Utility Service to the Lot. Consumers shall ensure that no person associated with the Consumer of their Lot interferes with any meter or equipment used for the supply or measure of supply of a Utility Service to a Lot.

39.18 An invoice or notice will have been validly given to a Consumer if the invoice or notice is sent to the last known address for the Consumer known to the Owners Corporation.

39.19 If an Owner has a current agreement with the Letting Agent in respect of the letting of the Lot by the Letting Agent, then the Owner acknowledges that any Utility Services supplied to the Lot will not be separately metered or measured, but that the costs of supplying the Utility Services to the Lot will be pooled with the costs of supplying Utility Services to all Lots and which costs are included in the contributions levied by the Owners Corporation.

39.20 Any account delivered by the Owners Corporation to an individual Lot owner under By-law 39.19 (b) shall be paid by the Owner within 14 days of delivery of such account. In the event that a proper account for the supply of a Utility Service is not paid by the due date for payment, then the Owner's Corporation shall be entitled to:

(a) recover the amount of the unpaid account or accounts (whether or not a formal demand has been made) as a liquidated debt due to it in any Court of competent jurisdiction; and/or

(b) disconnect the supply of the Utility Service to the relevant Lot.

#### **40. Exclusive Use - Car Parking Areas**

40.1 An Owner or occupier of a Lot shall have the right to use the basement area of the resort for the purpose of car parking. An Owner or occupier must park within an allocated single car-space and not cause damage to the common property when parking. The cost of repairing any damage, if it occurs, must be paid for by the Owner or occupier.

40.2 The Owner's Corporation shall continue to be responsible for the proper maintenance of and keeping in a state of good and serviceable repair the relevant part(s) of the Common Property which an Owner has the exclusive use of under this By-law provided that the Owner shall not litter the area and shall clean and remove any oil spillage from the surface of such area and shall generally keep the area clean and tidy and shall be liable (at its cost) to repair any damage caused by the Owner or occupier's negligent act or omission.

40.3 The Strata Committee is hereby authorised to transpose exclusive use areas or any part of those areas from one Lot to another at any time and from time to time on the written request of the Owners of the Lots involved. The costs of any new By-laws required as a result of a transposition of exclusive use areas (including legal costs) shall be paid by the Owners of the Lots concerned.

#### **41. Exclusive Use - Storage Areas**

41.1 An Owner or occupier of a Lot must apply to lease one or more of the storage cages located in the basement area of the building.

41.2 Where an Owner has exclusive use of a storage cage under this By-law, then the Owner shall not litter the area and shall keep it clean and tidy and shall be liable to repair any damage caused by the Owner or occupier of the cage. By-law 11 shall also apply.

#### **42. Special Privileges**

42.1 An Owner or occupier for the time being of a Lot specified in the first column of the schedule below shall have special privileges in respect of the corresponding area identified in the second column of the schedule below which is shown on the sketch plan attached as Plan "B".

42.2 An Owner and occupier of a Lot that has the special privileges in respect of the area identified in the schedule below may use the relevant area for the purpose shown in the third column of the schedule below corresponding to that area subject to any conditions detailed in the fourth column of the schedule below for the corresponding area.

42.3 The Owner's Corporation shall continue to be responsible for the proper maintenance of and keeping in a state of good and serviceable repair the relevant part(s) of the common property which an Owner or occupier has special privileges in respect of under this By-law subject to any obligations on the Owner or occupier of a Lot that has special privileges under this By-law as set out in the fourth column of the schedule below.

<b>First Column – Lot</b>	<b>Second Column – Area</b>	<b>Third Column – Purpose for which area may be used</b>	<b>Forth Column – Obligation of Owner / Occupier to Maintain</b>
Lot 214	Area SP1 shown on Plan "B"	Uses associated with temporary use for events such as conferences, meetings, weddings, displays and other such events. Any item placed or erected must not impede or obstruct the passage of any person in that area.	To keep area clean and tidy including repairing any damage resulting from Owner / occupiers use of the area
Lot 214	Area SP2 shown on Plan "B"	Erection and maintenance of a concierge desk, bell desk and temporary use for events such as conferences, meetings, weddings, displays and other such events. Any item placed or erected must not impede or obstruct the passage of any person in that area.	To keep area clean and tidy including repairing any damage resulting from Owner / occupiers use of the area
Lot 214	Area SP3 shown on Plan "B"	Erection and maintenance of a concierge desk, bell desk and sales desk, and for events such as conferences, meetings, weddings, displays and other such events. Any item placed or erected must not impede or obstruct the passage of any person in that area.	To keep area clean and tidy including repairing any damage resulting from Owner / occupiers use of the area
Lot 214	Area SP4 shown on Plan "B"	Uses associated with temporary use for events such as conferences, meetings, weddings, displays and other such events. Any item placed or erected must not impede or obstruct the passage of any person in that area.	To keep area clean and tidy including repairing any damage resulting from Owner / occupiers use of the area

Lot 214	Area SP5 shown on Plan "B"	To use toilet facilities when area SP4 being used by the Owner and occupier that has the special privilege of area SP4 including temporary use for events such as conferences, meetings, weddings, displays and other such events. Any item placed or erected must not impede or obstruct the passage of any person in that area.	To keep area clean and tidy including repairing any damage resulting from Owner / occupiers use of the area
---------	----------------------------	---	---

**PLAN "B"**

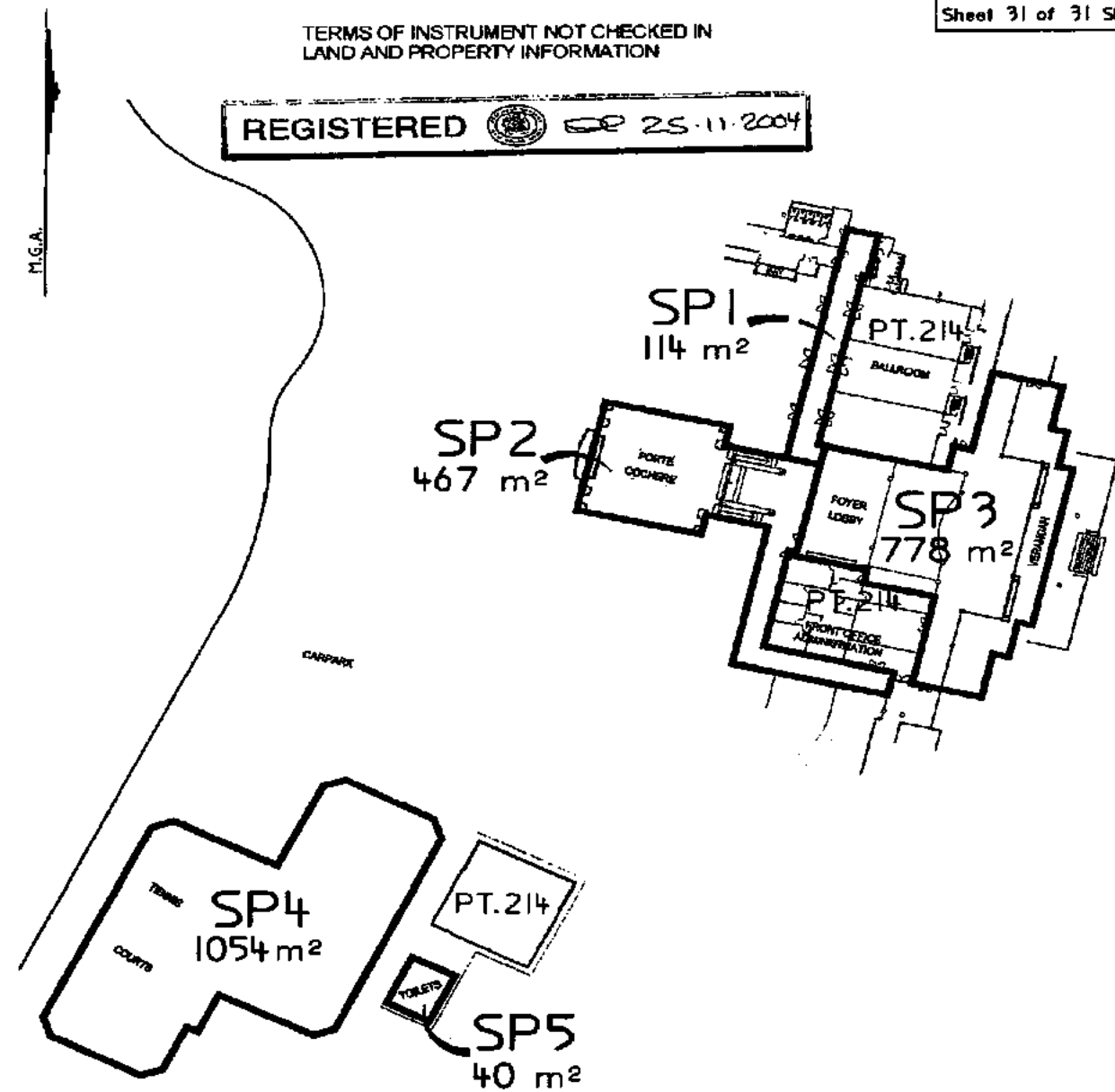
**Special Privilege Areas**

**SP 73905**

Sheet 31 of 31 Sheets

TERMS OF INSTRUMENT NOT CHECKED IN  
 LAND AND PROPERTY INFORMATION

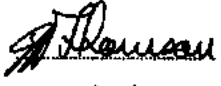
**REGISTERED**  **SP 25.11.2004**



Scale 1:750 – Lengths are in Metres



I, **Geoffrey James Thollson**,  
 of MICHEL GROUP SERVICES PTY. LTD, a Surveyor  
 Registered under the Surveyors Act, 2002 certify that  
 the details shown on this sketch plan are correct.

  
 Date... **4/11/2004**

DATE	27/10/2004
JOB NO	8145
AUTOCAD	8145-24B
GEOCOMP	
SURVEYED	RC
CHECKED	Ed
QT	Sp
PARISH OF	Clodgen
COUNTY OF	Rous
Scale	1:750

Title **Plan of Special Privilege Areas on Ground Floor Level in the Common Property in SP**



3rd Level, 50 Cavell Avenue  
 Surfers Paradise  
 QLD Australia 4217  
 Telephone 07 5538 5264  
 Facsimile 07 5538 0117

REGISTERED QUEENSLAND NEW SOUTH WALES  
 LAND, ENGINEERING & GPS SURVEYING  
 HYDROGRAPHIC SURVEYING  
 TOWN PLANNING SERVICES

Email [admin@nichelservices.com.au](mailto:admin@nichelservices.com.au)  
 Web Site [www.nichelservices.com.au](http://www.nichelservices.com.au)

Sheet	of	Reference #
1	1	8145-24 4B

### **43. Special Privilege for Caretaking / Letting Agent**

43.1 An Owner from time to time of Lot 214 ("the Caretaker's Unit") shall have the special privilege in respect of the whole of the Common Property to conduct a business of the sale and letting of real property including the sale and letting of Lots in the Strata Scheme ("a letting business") and other uses associated with functions including temporary use for conferences, displays and other associated events. No Owner or occupier other than the Owner or occupier of the Caretaker's Unit shall be entitled to carry on a Letting Business from the Common Property or a Lot.

43.2 An Owner for the time being of the Caretaker's Unit shall have the right of exclusive use and enjoyment of those parts of the Common Property agreed to by the Strata Committee for the display of signs offering for lease or sale any Lots in the Strata Scheme. All signs shall be of a size and quality and contain material approved by the Strata Committee, acting reasonably.

43.3 These By-law's do not prevent:

- (a) an Owner from letting or selling their own Lot; or
- (b) the normal and usual activities of a licenced real estate agent engaged by an Owner to let or sell the Owner's Lot.

43.4 The Owner's Corporation shall continue to be responsible for the proper maintenance of and keeping the Common Property in a state of good and serviceable repair however the Owner of the Caretaker's Unit shall be responsible for keeping any signs placed on Common Property pursuant to By-law 43.2 properly maintained and in a state of good and serviceable repair.

43.5 The Owner for the time being of the Caretakers unit acknowledges and agrees that it shall be responsible for the cost of any repairs or maintenance, including cleaning associated with uses granted by the Special Privileges.

43.6 If any other person using this area, with or without the consent of the Owner of the Caretakers unit, damages, deposits rubbish, or soils the area, then that person will be responsible for the costs of repair or maintenance, as the case may be.

### **44. Strata Management Statement**

44.1 The Strata Management Statement is an essential document for the management of the Strata Scheme. It contains rules (in addition to these By-laws) that the Owner's Corporation and each Owner and Occupier must comply with.

44.2 Each Owner and Occupier must comply on time and at their cost with the Strata Management Statement.

44.3 The Owner's Corporation must comply on time and at its cost with the Strata Management Statement.

44.4 Nothing in the By-laws gives any Owner, Occupier or the Owner's Corporation consent to do anything which is prohibited or regulated by the Strata Management Statement.

44.5 A consent under the By-laws does not relieve an Owner, Occupier or the Owner's Corporation from obligations to obtain necessary consents under the Strata Management Statement.

44.6 If there is an inconsistency between the Strata Management and the By-laws, the Strata Management Statement prevails.



## **45. Definitions**

"**Act**" means the *Strata Schemes Management Act 2015*.

"**Building**" means the building situated at Salt Village, 9 Gunnamatta Avenue, Kingscliff, NSW, 2487.

"**Caretaker**" means the caretaker appointed by the Owners Corporation to undertake caretaking duties in respect of the Parcel.

"**Common Property**" means so much of the parcel from time to time not compromised in any Lot.

"**Letting Agent**" means the letting agent authorised by the Owner's Corporation to carry on a letting business from the Parcel.

"**Owner's Corporation**" means the Owner's Corporation - Strata Plan No 73905.

"**Parcel**" has the same meaning as in the Strata Schemes (Freehold Development) Act 1973 in respect of the first strata plan lodged.

"**Regulation**" means the Strata Schemes Management Regulation 1997.

"**Strata Management Statement**" means any strata management statement that applies to the Strata Scheme.

"**Strata Scheme**" has the same meaning as in the Strata Schemes (Freehold Development) Act 1973.

## **46. Special privileges - Gymnasium**

46.1 The owner or occupier of Lot 214 has special privileges in respect of the area of common property identified on the sketch plan attached as plan "C".

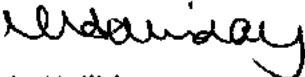
46.2 The Owners Corporation must not change the use of such area subject to the special privilege form a gymnasium/recreation area without the written consent of the owner of Lot 214.



#### **47. Electronic delivery of notices**

A document or notice may be served by the Owners Corporation, its secretary or executive committee on the owner of a lot by electronic means if the person has given the owners corporation an email address for the service of notices and the document is sent to that address. A notice or document served on an owner by email in accordance with this by-law is deemed to have been served when transmitted by the sender providing that the sender does not receive an electronic notification of unsuccessful transmission (i.e. "bounce back" or "undeliverable") within 24 hours.

The seal of The Owners – Strata Plan No. 73905 was affixed on 01 July 2020 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: Matilda Halliday  
Authority: Licensed Strata Managing Agent  
BCS Strata Management P/L



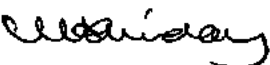
**Approved Form 10**  
**Certificate re Initial Period**

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. 73905  
was affixed on 01 July 2020  
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: Matilda Halliday  
Authority: Licensed Strata Managing Agent  
BCS Strata Management P/L



# Planning Certificate under Section 10.7 (formerly Section 149)

*Environmental Planning and Assessment Act, 1979*

Land No. 68085

<b>Applicant:</b>	SL Conveyancing po box 1124 KINGSCLIFF NSW 2487	<b>Certificate No:</b>	ePlanCer23/3557
		<b>Date of Issue:</b>	21/11/2023
		<b>Fee Paid:</b>	\$67.00
		<b>Receipt No:</b>	

**Your Reference:**  
**eCustomer Reference:** 235261 Reid  
**Property Description:** Lot 24 SP 73905; No. 24/9 Gunnamatta Avenue KINGSCLIFF

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

## ITEM 1

### Names of relevant planning instruments and development control plans

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

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

### Item 1(1)

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

Tweed Shire LEP 2014

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

State Environmental Planning Policy (Planning Systems) 2021

State Environmental Planning Policy (Sustainable Buildings) 2022

**Item 1(2)**

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

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

**Item 1(3)**

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

Section A1 - Residential and Tourist Development Code

Section A2 - Site Access and Parking Code

Section A3 - Development of Flood Liable Land

Section A4 - Advertising Signs Code

Section A5 - Subdivision Manual

Section A6 - Biting Midge and Mosquito Control

Section A7 - Child Care Centres

Section A8 - Brothels Policy

Section A9 - Energy Smart Homes Policy

Section A10 - Exempt and Complying Development

Section A13 - Socio Economic Impact Assessment

Section A15 - Waste Minimisation and Management

Section A16 - Preservation of Trees or Vegetation

Section A17 - Business, Enterprise Corridor and General Industrial Zones

Section A18 - Heritage

Section A19 - Biodiversity and Habitat Management

Section B9 - Tweed Coast Strategy

Section B25 - Coastal Hazards

Section B26 - Kingscliff Locality Plan

## ITEM 2

### Zoning and land use under relevant planning instruments

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

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

#### Item 2(a-c)

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

#### Zone SP3 Tourist

##### 1 Objectives of zone

- To provide for a variety of tourist-oriented development and related uses.

##### 2 Permitted without consent

Environmental facilities; Environmental protection works

##### 3 Permitted with consent

Aquaculture; Biosolids treatment facilities; Boat launching ramps; Boat sheds; Camping grounds; Car parks; Caravan parks; Charter and tourism boating facilities; Community facilities; Eco-tourist facilities; Electricity generating works; Entertainment facilities; Flood mitigation works; Food and drink premises; Function centres; Helipads; Heliports; Information and education facilities; Jetties; Marinas; Mooring pens; Moorings; Passenger transport facilities; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Registered clubs; Research stations; Resource recovery facilities; Retail premises; Roads; Sewage treatment plants; Signage; Tourist and visitor accommodation; Waste disposal facilities; Water recreation structures; Water recycling facilities; Water supply systems

##### 4 Prohibited

Cellar door premises; Garden centres; Hardware and building supplies; Landscaping material supplies; Plant nurseries; Roadside stalls; Rural supplies; Specialised retail premises; Timber yards; Vehicle sales or hire premises; Any other development not specified in item 2 or 3

[End of Zone SP3 Table]

#### Item 2(d)

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

Not applicable.

**Item 2(e) - Biodiversity Value:**

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

**Item 2(f) - Conservation Area:**

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

**Item 2(g) - Item of Environmental Heritage:**

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

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

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

**ITEM 3**

---

**Contributions Plans:**

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

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

Section 94 Plan No 4 - Tweed Road Contribution Plan

Section 94 Plan No 11 - Tweed Shire Library Facilities

Section 94 Plan No 12 - Bus Shelters

Section 94 Plan No 13 - Eviron Cemetery

Section 94 Plan No 15 - Developer Contributions for Community Facilities

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

Section 94 Plan No 22 - Cycleways

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

Section 94 Plan No 26 - Shirewide/Regional Open Space

Section 94 Plan No 32 - Developer Contributions for Heavy Haulage

**ITEM 4**

---

**Complying Development**

- |  |
|--|
| <p>(1) <i>If the land is land on which complying development may be carried out under each of the complying development codes under <a href="#">State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</a>, 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> <p>(a) <i>a restriction applies to the land, but it may not apply to all of the land, and</i></p> <p>(b) <i>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.</i></p> |
|--|



(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:

- \* excluded land identified by an Environmental Planning Instrument as a coastal erosion hazard

### **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:

- \* excluded land identified by an Environmental Planning Instrument as a coastal erosion hazard

### **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:

- \* excluded land identified by an Environmental Planning Instrument as a coastal erosion hazard

### **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:

- \* excluded land identified by an Environmental Planning Instrument as a coastal erosion hazard

### **Part 4 Housing Alterations Code**

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

### **Part 4A General Development Code**

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

### **Part 5 Industrial and Business Alterations Code**

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

### **Part 5A Industrial and Business Buildings Code**

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

### **Part 5B Container Recycling Facilities Code**

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

### **Part 6 Subdivisions Code**

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

### **Part 7 Demolition Code**

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

### **Part 8 Fire Safety Code**

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

### **Part 9 Agritourism and Farm Stay Accommodation Code**

**Yes. Complying Development under the Agritourism and Farm Stay Accommodation Code may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.**

### Qualifying Statement on Council Data Affecting this Item

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

#### ITEM 5

##### Exempt Development

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

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

### Qualifying Statement on Council Data Affecting this Item

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

#### ITEM 6

##### Affected building notices and building product rectification orders

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

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

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

##### Item (1)(a-c)

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

#### ITEM 7

##### Land reserved for acquisition:

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

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

#### ITEM 8

### Road Widening and Road Realignment:

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

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

#### **Item 8(a-c)**

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

### **ITEM 9**

#### **Flood related development controls**

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

#### **Item 9(1-3)**

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

#### **Floodplain Risk Management Study**

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

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

### **ITEM 10**

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

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

#### **Land Slip:**

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

characteristics of the site and the nature of development proposed.

**Bushfire:**

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

**Tidal Inundation:**

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

**Subsidence:**

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

**Acid Sulfate Soils:**

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

**Contamination:**

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

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

**Coastal Hazards:**

This land has been identified in the Tweed Development Control Plan Section B-25 - Coastal Hazards as having a future exposure to coastal erosion hazard. The Tweed Development Control Plan Section B-25 - Coastal Hazards is based on the Tweed Shire Coastal Hazards Assessment 2013 study adopted by Council 20 February 2014 and reflects information available at the time. Contact council for more information.

**Aircraft Noise:**

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

**Any Other Risk:**

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

- **Cattle Tick Dip Sites:**

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

---

**ITEM 11**

**Bush Fire Prone Land**

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

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

---

**ITEM 12**

**Loose-fill asbestos insulation**

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 does not apply 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.**





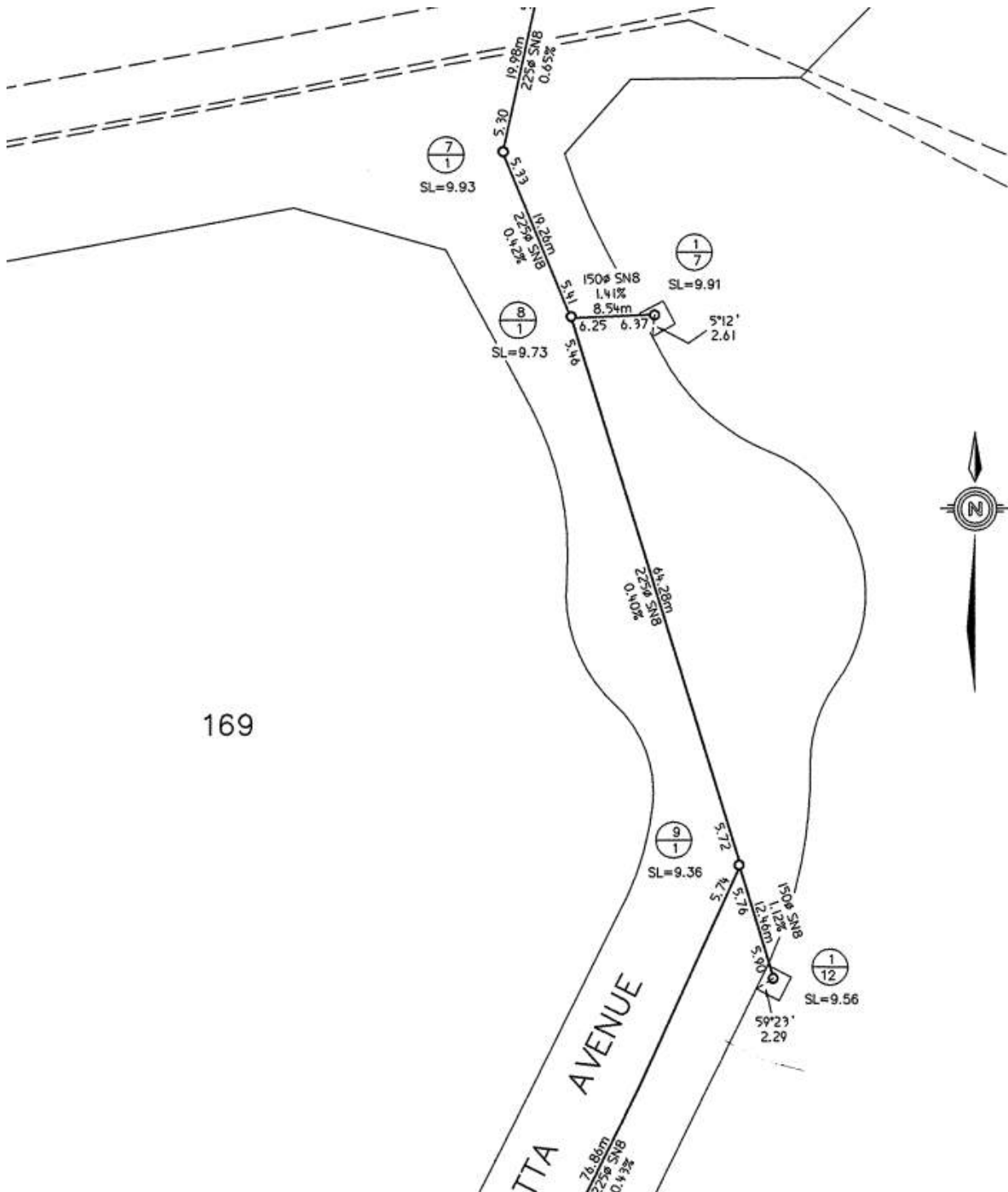
**Certificate No:** ePlanCer23/3557  
**Date:** 21/11/2023



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

Per .....





5.73m  
 150ø SN8  
 0.63%

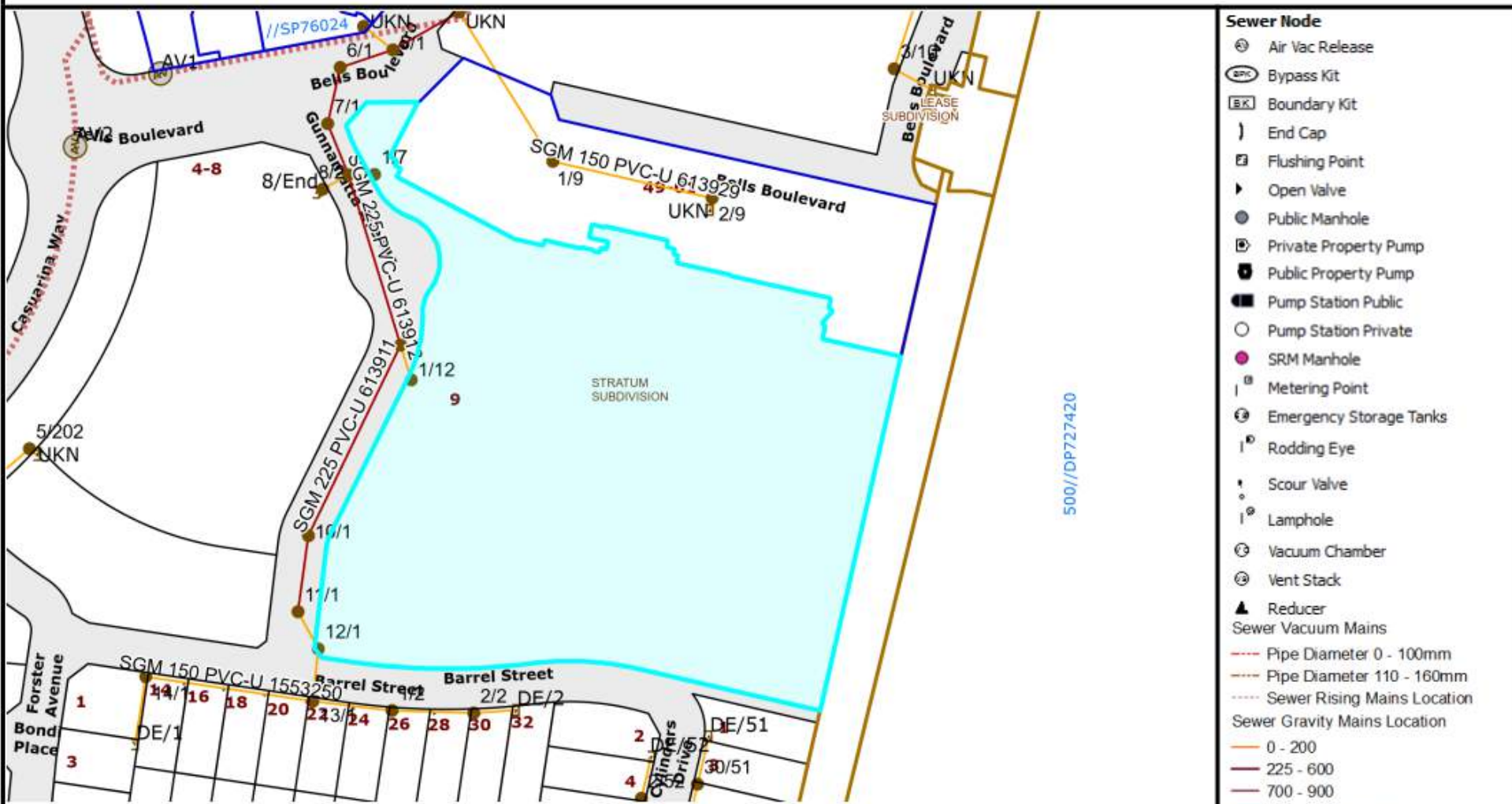
**TWEED SHIRE COUNCIL WARNING**  
**Drainage information is to the best of Council's**  
**knowledge and supplied for the guidance of**  
**persons collecting property or planning data.**  
**If preciseness of location is critical, a private**  
**survey should be arranged.**  
 Denise Galle  
 Director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

## Sewer Network Report

Lot & DP: //73905

Land No: 80971

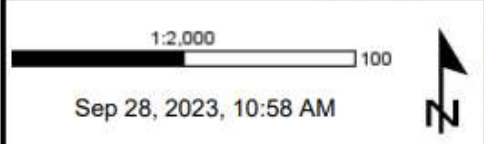
Owners: The Owners Strata Plan 73905



- 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
  - ⊠ Lamphole
  - ⊠ 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

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

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



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 disclaim all responsibility and all liability (including without limitation, liability in negligence) for all expenses, losses, damages (including indirect or consequential damage) and costs which may be incurred as a result of data being inaccurate in any way and for any reason. This information is supplied for general guidance and is to be considered indicative and diagrammatic only. It should not be used for survey or construction purposes and prior to any excavations a "Dial 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.

# NSW SWIMMING POOL REGISTER

## Certificate of Compliance

### Section 22D - Swimming Pools Act 1992

<b>Pool No:</b>	a791dad2
<b>Property Address:</b>	9 GUNNAMATTA AVENUE KINGSCLIFF
<b>Expiry Date:</b>	18 April 2026
<b>Issuing Authority:</b>	John Michael Scerri - Registered Certifier - bdc2489

Complied with AS1926.1 (2012).

The swimming pool at the above property complies with Part 2 of the *Swimming Pools Act 1992*. The issue of this certificate does not negate the need for regular maintenance of the swimming pool barrier to ensure it is compliant with the *Swimming Pools Act 1992*.

This certificate ceases to be valid if a direction is issued pursuant to Section 23 of the *Swimming Pools Act 1992*.

The swimming pool at the above property is not required to be inspected under the inspection program of the local authority while this certificate of compliance remains valid pursuant to Section 22B(3) of the *Swimming Pools Act 1992*.

Please remember:

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

# NSW SWIMMING POOL REGISTER

## Certificate of Compliance

### Section 22D - Swimming Pools Act 1992

<b>Pool No:</b>	<b>a9921078</b>
<b>Property Address:</b>	<b>9 GUNNAMATTA AVENUE KINGSCLIFF</b>
<b>Expiry Date:</b>	<b>13 April 2026</b>
<b>Issuing Authority:</b>	<b>John Michael Scerri - Registered Certifier - bdc2489</b>

**Complied with AS1926.1 (2012).**

**The swimming pool at the above property complies with Part 2 of the *Swimming Pools Act 1992*. The issue of this certificate does not negate the need for regular maintenance of the swimming pool barrier to ensure it is compliant with the *Swimming Pools Act 1992*.**

**This certificate ceases to be valid if a direction is issued pursuant to Section 23 of the *Swimming Pools Act 1992*.**

**The swimming pool at the above property is not required to be inspected under the inspection program of the local authority while this certificate of compliance remains valid pursuant to Section 22B(3) of the *Swimming Pools Act 1992*.**

**Please remember:**

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