

# Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	<b>LS Properties</b> <b>Shop 13, 2-6 Pandanus Parade, Cabarita Beach NSW 2488</b> <b>Email: info@lsproperties.com.au</b>	<b>Phone: 1300 067 177</b>
co-agent		
vendor		
vendor's solicitor	<b>Megan Middleton Conveyancing</b> <b>Shop 2B, 11 Banksia Drive, Byron Bay NSW 2481</b> <b>PO Box 837, Byron Bay NSW 2481</b> <b>Email: megan@mmconvey.com</b>	<b>Phone: 0499 149 832</b> <b>Fax: 02 8003 9873</b> <b>Ref: MM:O:20242130</b>
date for completion	<b>42nd day after the contract date (clause 15)</b>	
land (address, plan details and title reference)	<b>8/1-7 Canthium Way, Casuarina NSW 2487</b> <b>Lot 8 in Strata Plan 74887</b> <b>Folio Identifier 8/SP74887</b>	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

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

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

buyer's agent

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

**SIGNING PAGE**

<b>VENDOR</b>	<b>PURCHASER</b>
<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>
<b>VENDOR (COMPANY)</b>	<b>PURCHASER (COMPANY)</b>
<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 checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input 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 checked="" type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input checked="" type="checkbox"/> 24 land tax certificate	<input checked="" type="checkbox"/> 33 property certificate for strata common property <input checked="" type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off-the-plan contract <input type="checkbox"/> 59 other document relevant to off-the-plan contract
<p><b>Home Building Act 1989</b></p> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover	<p><b>Other</b></p> <input type="checkbox"/> 60
<p><b>HOLDER OF STRATA OR COMMUNITY SCHEME RECORDS – Name, address, email address and telephone number</b></p>	

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

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

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

### **DISPUTES**

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

### **AUCTIONS**

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

## WARNINGS

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

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

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

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

1.1	In this contract, these terms (in any form) mean –
	<i>adjustment date</i> the earlier of the giving of possession to the purchaser or completion;
	<i>adjustment figures</i> details of the adjustments to be made to the price under clause 14;
	<i>authorised Subscriber</i> a <i>Subscriber</i> (not being a <i>party's solicitor</i> ) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
	<i>bank</i> the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
	<i>business day</i> any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
	<i>cheque</i> a cheque that is not postdated or stale;
	<i>clearance certificate</i> a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
	<i>completion time</i> the time of day at which completion is to occur;
	<i>conveyancing rules</i> the rules made under s12E of the Real Property Act 1900;
	<i>deposit-bond</i> a deposit bond or guarantee with each of the following approved by the vendor –
	<ul style="list-style-type: none"> <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 by a party</i> ;
	<i>GST Act</i> A New Tax System (Goods and Services Tax) Act 1999;
	<i>GST rate</i> the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
	<i>GSTRW payment</i> a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );
	<i>GSTRW rate</i> the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <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 outgoing 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.

Unit 8/17-7 Canthium Way, Casuarina NSW 2407



## Special conditions

These are the special conditions to the contract for the sale of land

BETWEEN

(Vendor)

And

(Purchaser)

### 1. Notice to complete

In the event of either party failing to complete this contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a notice to complete, requiring the other to complete within 14 days from the date of service of the notice, and this time period is considered reasonable by both parties. For the purpose of this contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract.

If the vendor becomes entitled to issue a Notice to Complete, then the purchaser shall pay to the vendor the legal costs of the issue of such notice in the sum of \$330.00 (inclusive of GST) and agrees that it is a condition of settlement that such amount be paid at settlement.

### 2. Death or incapacity

Notwithstanding any rule of law or equity to the contrary, should either party, or if more than one any one of them, prior to completion die or become mentally ill, as defined in the Mental Health Act, or become bankrupt, or if a company go into liquidation, then either party may rescind this contract by notice in writing forwarded to the other party and thereupon this contract shall be at an end and the provisions of clause 19 hereof shall apply.

### 3. Purchaser acknowledgements

The purchaser acknowledges that they are purchasing the property:

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

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

### 4. Amendments to Clauses 1-29 Inclusive

- (a) Printed Clause 7.1.1 is hereby amended by deleting "5% of the price" and inserting in its place "five hundred dollars (\$500.00).

- (b) Printed Clause 7.1.3 is hereby amended by deleting “fourteen (14) days” and inserting in its place “seven (7) days”
- (c) Clause 7.2.1 is hereby amended by deleting “10% of the price” and inserting in its place “five hundred dollars (\$500.00)”
- (d) Clause 20.6.5 is hereby amended by inserting the words ‘or by email’ after the words ‘by fax’.

**5. Late completion**

Should completion of this contract not take place by the completion date as specified herein otherwise than as a result of any default by the vendor under this contract, the purchaser shall pay interest at a rate of 8% per annum on the balance of the purchase price and any other monies owing pursuant to this contract from the date so specified for completion until the date completion actually takes place (but without prejudice to all and any other rights of the vendor pursuant to this contract) and it is an essential term of this contract that such interest be paid on completion. The purchaser hereby acknowledges that interest at the rate of 8% per annum represents a genuine pre-estimate of the liquidated damages likely to be suffered by the vendor as a result of completion not taking place on or before the completion date.

**6. Agent**

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

**7. Deposit to be paid by instalments**

The Vendor agrees to accept payment of the deposit as follows:

- a. as to the sum of \$                      on exchange of this contract; and
- b. as to the balance of \$                      on the earlier of demand or completion provided that the vendor will not make any demand before completion unless the purchasers is in default of an essential term of this Agreement.

**8. Smoke alarms**

The property has smoke alarms installed.

**9. No warranty as to use**

The purchasers must satisfy themselves as to the effect on the property of any environmental planning scheme or other statutory or other requirement. The vendor gives no warranty as to the conditions relating to the use of the property by the purchaser or any other party. The purchasers must satisfy themselves as to the use of the property and all consents required for such use for the purchaser’s purposes.

The purchaser may not delay settlement nor make any requisition, objection or claim for compensation nor have any right of rescission or termination in relation to these matters.

#### **10. Release of Deposit**

The purchaser agrees to immediately release the deposit to the Vendors for the purpose of payment of deposit in respect of their purchase of a property.

The Vendors warrant that completion of the Vendor's purchase contract will be conditional upon completion of this contract and in the event that this contract is not completed then the vendors agree to immediately refund the deposit monies paid hereunder to the purchaser. The Vendors also warrant that the deposit will be held in the trust account of a Licensed Real Estate Agent or Solicitor's Trust Account and will not be released further.

This clause is sufficient for immediate release of the deposit by the Agent in accordance with the terms above.

#### **11. Claims**

Notwithstanding the provisions of Clauses 6 and 7 the parties expressly agree that any claim for compensation and/or any objection by the Purchaser shall be deemed to be a requisition for the purposes of Clause 8 entitling the Vendor to rescind this Contract.

#### **12. Alterations to Contract**

Each party hereby authorises his, her or their Solicitor/Conveyancer or any employee of that Solicitor/Conveyancer up until the date of this Contract to make alterations to this Contract including the addition of annexures after execution up until the date of this Contract and any such alterations shall be binding upon the party deemed hereby to have authorised same and any annexure so added shall form part of this Contract as if same were annexed prior to the Contract being executed by the party or parties.

#### **13. Inclusions**

The Vendor hereby discloses and the Purchaser acknowledges and agrees that the Vendor gives no warranty whatsoever as to the state of repair, condition or fitness for purpose of any item listed in the Inclusions and the Purchaser will take title to all such listed items subject to all and any defects which exist on completion. In particular, the Vendor does not warrant that any such listed item will be in good working order on completion.

#### **14. The purchaser will not make any objection, requisition or claim, or delay completion or rescind or terminate this agreement, on any of the following grounds:**

1. that any fence is not on a boundary of the property;
2. that any fence is a give and take fence; or
3. that any boundary of the property is not fenced.

#### **15. Dispute Resolution**

Dispute



If a dispute arises out of this contract (“the dispute”) a party to the contract may not commence Contract or Arbitration proceedings unless the parties to this dispute have complied with the following paragraphs of this clause except where a party seeks urgent interlocutory relief.

#### Notice of Dispute

A party to this contract claiming that a dispute has arisen under or in relation to this contract must give written notice (“the notice”) to the other party to this contract specifying the nature of the dispute.

#### Dispute resolution

If the parties do not agree within seven (7) days of receipt of the notice (or such other period agreed to in writing by them) as to:

- i) The dispute resolution technique (e.g. expert determination) and procedures to be adopted;
- ii) The time for all steps of the procedures;
- iii) The selection and/or compensation of the independent person required for such technique; the parties must mediate the dispute in accordance with the Mediation Rules of the Law Society on NSW and the President’s nominee will select the mediator and determine the mediator’s remuneration; and the cost of mediation will be shared equally by the parties.

### **16. Faxed Copy or PDF Contract on exchange**

- (a) This Contract may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were on the same instrument.
- (b) Execution by either or both of the parties to the Contract of a facsimile or email copy of this Contract and transmission by facsimile or email of a copy of the Contract executed by that party to the other party or the other party’s solicitors shall constitute a valid and binding execution of this Contract by such party or parties.
- (c) For the purposes of the *Electronic Transactions Act 1999 (Cth)* and *Electronic Transactions Act 2000 (NSW)* each of the parties consents to receiving and sending the Contract electronically.

### **17. Electronic Settlement**

- (a) The parties agree to settle this sale electronically in accordance and compliance with the Electronic Conveyancing National Law.
- (b) The provisions of this contract continue to apply as modified by the electronic settlement procedures unless for any reason a party notifies the other in writing that settlement can no longer be conducted electronically at which time the matter will proceed as a paper settlement. In this event any disbursements incurred will be shared equally by the parties and adjusted at settlement but each party shall pay their own costs.
- (c) Within 7 days of exchange the vendor will open and populate the electronic workspace, including the date and time of settlement and invite the purchaser and any discharging mortgagee to join, failing which the purchaser may do so.
- (d) Within 7 days of receipt of the invitation the purchaser must join and create an electronic transfer and invite any incoming mortgagee to join.

- (e) Settlement takes place when the financial settlement takes place.
- (f) Anything that cannot be delivered electronically must be given to the relevant party immediately following settlement.
- (g) If time is of the essence of the transaction and settlement fails to proceed due to a system failure then neither party will be in default. If electronic settlement cannot be re-established the next working day the parties must settle in the usual non-electronic manner as soon as possible but no later than 3 working days after the initial electronic failure unless otherwise agreed.
- (h) Any notice served on a party in the electronic workspace must also be served in accordance with the condition of this contract relating to service of notices.

**18. Settlement Adjustments**

- a) The parties agree that the necessary adjustments will be made on settlement in accordance with the contract.
- b) In the event, an adjustment that should have been made on settlement, was overlooked or made in error, then the parties agree that such adjustment shall be rectified.
- c) This clause shall NOT merge on completion.

**19. Directors Guarantee**

I/We, .....(full name of director)

and .....(full name of director) being the director/s of the purchaser Company, in consideration of the Vendor entering into the within Contract at my/our request do hereby jointly and severally covenant and agree with the Vendor that I/we will personally perform and observe the terms and conditions of the within Contract in the event of default in such performance by the Purchaser and that I/we will indemnify and keep the Vendor and the Vendor's estate and effects indemnified from and against all losses damages costs charges and expenses sustained by reason of any breach non-performance or non-observance of any of the conditions on the part of the Purchaser Company contained or implied herein.

Signed: .....

Signed: .....

**20. Purchaser as Trustee**

The purchaser enters into this contract and performs this contract as trustee for the ..... Trust and in its personal capacity.

The purchaser warrants that:

- (a) it has power and authority as trustee for the ..... Trust ('the Trust') to enter into this contract and is doing so for a proper purpose;
- (b) the purchaser enters into this contract and is entitled to do so in a way that permits the vendor to resort to the Trust's property in priority to the claims of the beneficiaries; and
- (c) the purchaser is entitled to be indemnified fully out of the property of the Trust for its liabilities and obligations as trustee under this contract in priority to the claims of the beneficiaries.

## **21. Requisitions**

The purchaser agrees that the only form of requisitions on title that the purchaser is entitled to make are in the form of the requisitions on title attached to this contract.



FOLIO: 8/SP74887

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SEARCH DATE	TIME	EDITION NO	DATE
19/1/2024	9:30 AM	5	15/12/2017

LAND

-----

LOT 8 IN STRATA PLAN 74887  
AT BOGANGAR  
LOCAL GOVERNMENT AREA TWEED

FIRST SCHEDULE

-----

(T AM975382)

SECOND SCHEDULE (1 NOTIFICATION)

-----

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP74887

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

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



FOLIO: CP/SP74887

SEARCH DATE	TIME	EDITION NO	DATE
19/1/2024	9:30 AM	4	22/11/2023

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 74887  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT BOGANGAR  
LOCAL GOVERNMENT AREA TWEED  
PARISH OF CUDGEN COUNTY OF ROUS  
TITLE DIAGRAM SP74887

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 74887  
ADDRESS FOR SERVICE OF DOCUMENTS:  
LOT 174 CNR CASUARINA WAY & CANTHIUM WAY  
CASUARINA BEACH  
NSW 2487

SECOND SCHEDULE (6 NOTIFICATIONS)

- LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- DP1031933 EASEMENT FOR DRAINAGE OF SEWAGE 3 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- DP1031933 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (10) IN THE S.88B INSTRUMENT
- DP1031933 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (11) IN THE S.88B INSTRUMENT
- AN296612 INITIAL PERIOD EXPIRED
- AT622563 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 120)

STRATA PLAN 74887

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 10	2	- 10	3	- 10	4	- 10
5	- 10	6	- 10	7	- 10	8	- 10
9	- 10	10	- 10	11	- 10	12	- 10

NOTATIONS

FOLIO: CP/SP74887

PAGE 2

NOTATIONS (CONTINUED)

UNREGISTERED DEALINGS: NIL

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

20242130

PRINTED ON 19/1/2024

\* 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.



STRATA PLAN FORM 2

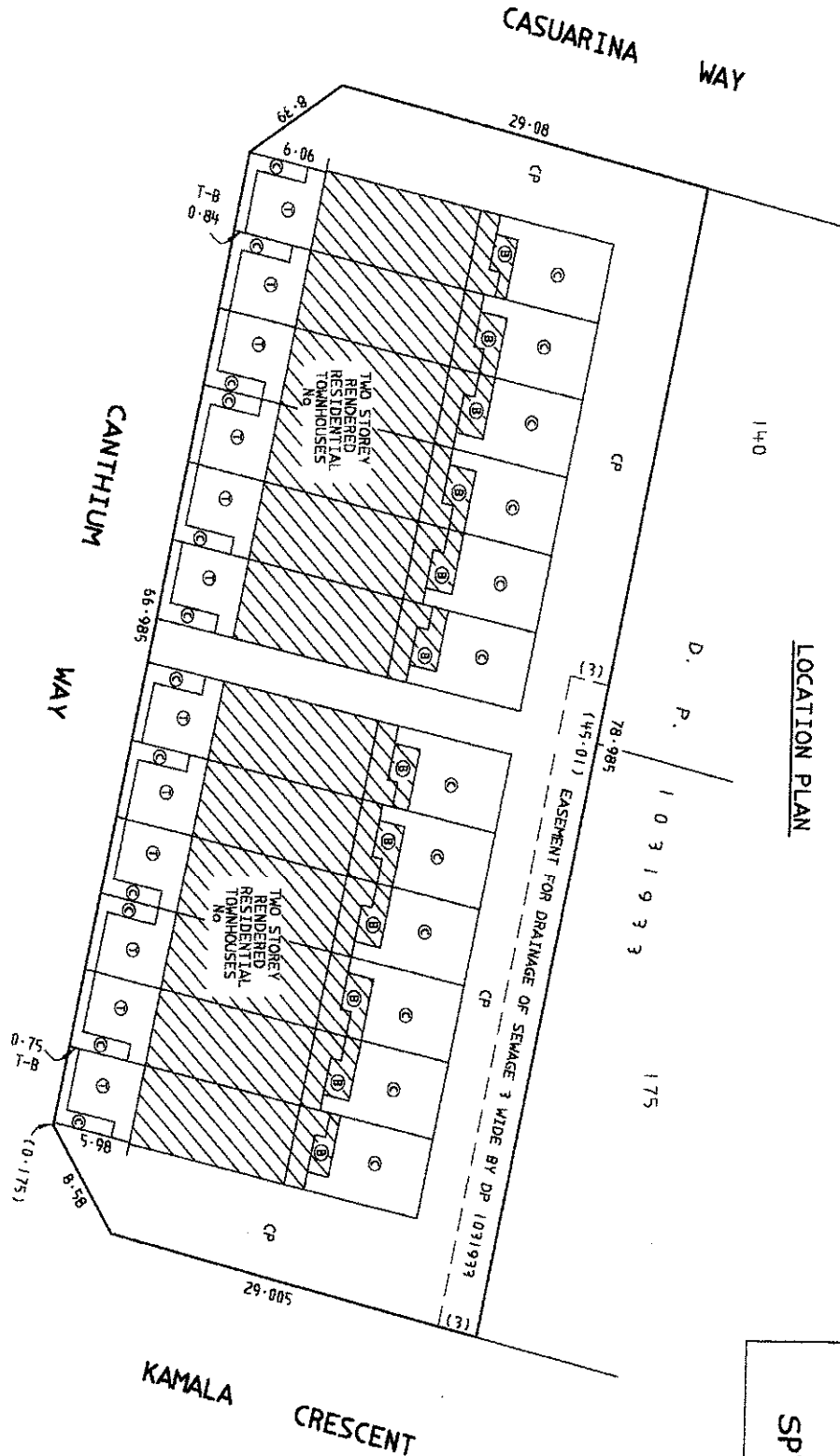
WARNING : CREATING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 2 of 4 Sheets

LOCATION PLAN

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MGA



- T-B..... DENOTES TIMBER TERRACE TO BOUNDARY
- CP..... DENOTES COMMON PROPERTY
- Ⓟ..... DENOTES BALCONY
- Ⓢ..... DENOTES COURTYARD
- Ⓣ..... DENOTES TIMBER TERRACE

ALL COMMON SERVICE LINES ARE COMMON PROPERTY  
 ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER  
 LOT IS COMMON PROPERTY  
 ALL AREAS ARE APPROXIMATE

Reduction Ratio 1 : 300

Lengths are in metres

*Ngel White*  
 Registered Surveyor

Authorised Person/General Manager/Associate/Contractor

SURVEYOR REFERENCE 2388/17HF



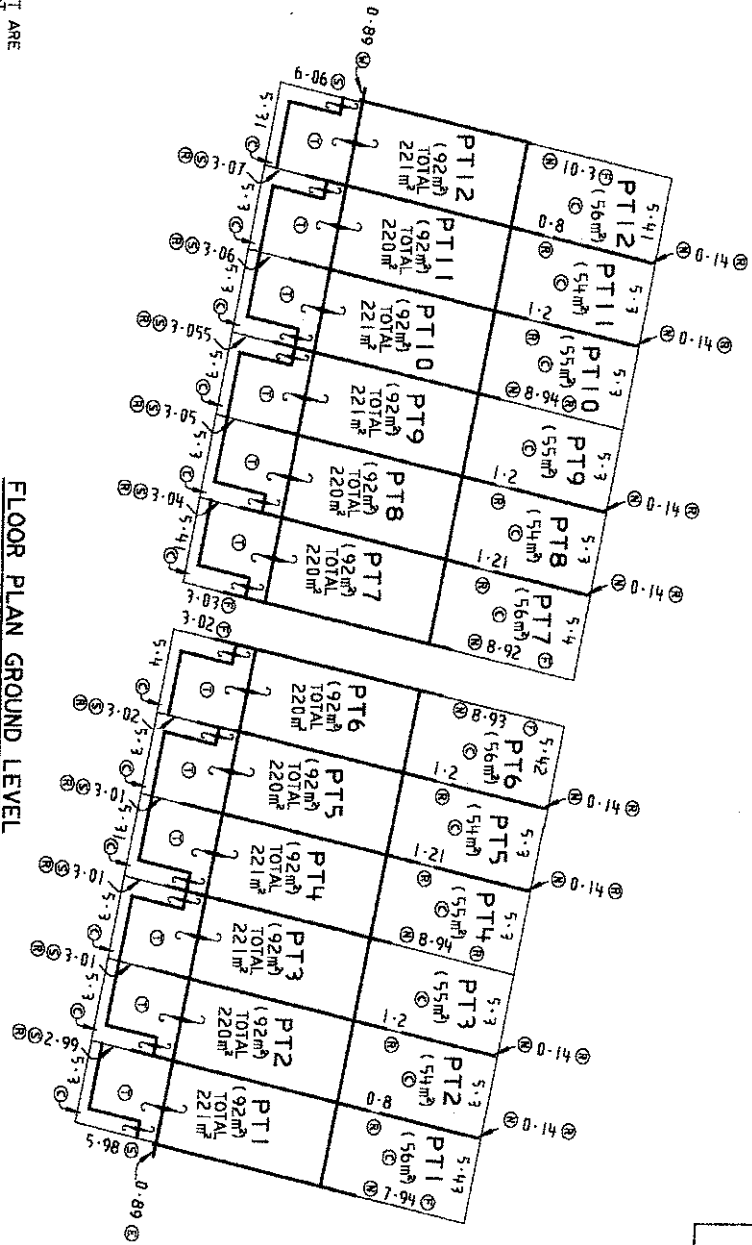
**STRATA PLAN FORM 2**

WARNING : CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 3 of 4 Sheets

SP74887

MGA



**FLOOR PLAN GROUND LEVEL**

THE CARPORTS WITHIN EACH LOT ARE PART OF THEIR RESPECTIVE LOT  
 THE TIMBER TERRACES ARE INCLUDED IN THEIR RESPECTIVE LOT AREA  
 COURTYARDS, WHERE NOT COVERED ARE LIMITED IN HEIGHT TO 7.0 ABOVE AND 3.0 BELOW THE UPPER SURFACE LEVEL OF THE GROUND FLOOR OF EACH RESPECTIVE LOT  
 DENOTES FROM NORTH FACE OF WALL  
 DENOTES FROM SOUTH FACE OF WALL  
 DENOTES FROM EAST FACE OF WALL  
 DENOTES FROM WEST FACE OF WALL  
 DENOTES PROLONGATION OF OUTER FACE OF WALL  
 DENOTES COURTYARD  
 DENOTES TIMBER TERRACE  
 DENOTES PROLONGATION OF CENTRELINE OF WALL

TIMBER TERRACES UNLESS COVERED ARE LIMITED IN HEIGHT TO THE PROJECTION OF THE UNDERSIDE OF THE CEILING OF THE RESPECTIVE ATTACHED UNIT.  
 ALL COMMON SERVICE LINES ARE COMMON PROPERTY  
 ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY  
 ALL AREAS ARE APPROXIMATE

Reduction Ratio 1 : 300

Lengths are in metres

Authorised Person/General Manager/Registered Draftsman  
 Signature: *Maryl White*  
 SURVEYOR'S REFERENCE 2388/174F

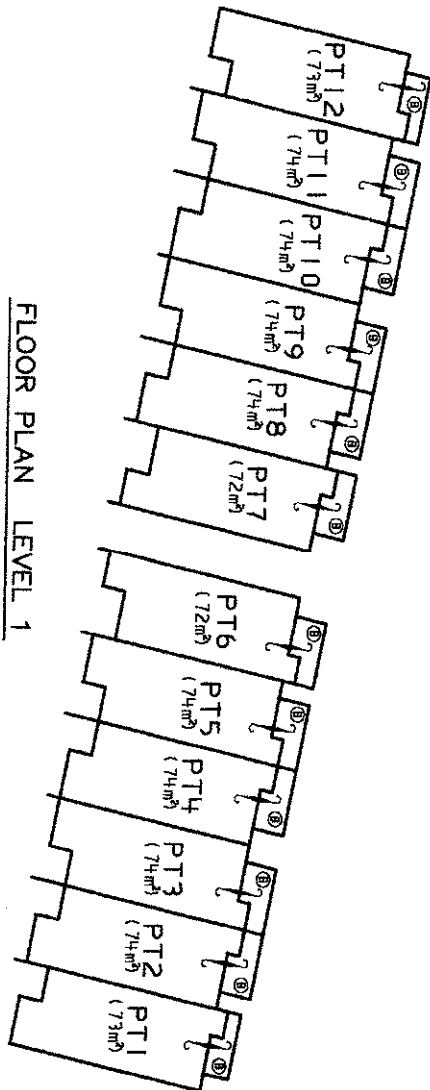
**STRATA PLAN FORM 2**

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

Sheet No. 4 of 4 Sheets

**SP74887**

MGA



BALCONIES UNLESS COVERED ARE LIMITED IN HEIGHT TO THE PROJECTION OF THE UNDERSIDE OF THE CEILING OF THE RESPECTIVE ATTACHED UNIT.

ⓑ..... DENOTES BALCONY

ALL COMMON SERVICE LINES ARE COMMON PROPERTY. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY.

ALL AREAS ARE APPROXIMATE

Reduction Ratio 1 : 300

Lengths are in metres

*Ngai White*  
Registered Surveyor

*[Signature]*  
Authorised Person/General Manager/Residential Caretaker.

SURVEYORS REFERENCE: 2388/174F

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## Approved Form 27

### BY-LAWS INSTRUMENT

Instrument setting out the terms of by-laws to be created upon registration of the strata plan.

#### By-law I - Definitions and Interpretation

##### 1.1 Definitions

In these By-laws:

- (1) **"Act"** means the *Strata Schemes Management Act 1996*;
- (2) **"Club Land"** means the registered lot on which the Facilities are located;
- (3) **"Assessing Authority"** means any statutory or other competent authority having jurisdiction in connection with the parcel;
- (4) **"Building"** means the building or buildings constructed or to be constructed on the parcel;
- (5) **"By-laws"** means the by-laws in this By-laws Instrument;
- (6) **"CATV System"** means an integrated system which may include television, music and monitoring for radio. programs, site wide audio and video intercom, VOR films, pay television, security monitoring and control, access control from common entry gates and individual residences, security cameras, data communications, household control systems (such as pumps, lights, air conditioning), international television programs and teletext Services and includes the utility infrastructure or Service Infrastructure associated with that System;
- (7) **"Club"** means the original owner for the parcel or another entity nominee by the original owner for the parcel which operates manages the Facilities;
- (8) **"Club Rules"** means rules relating to the use, access and management of the Facilities by the Club from time to time;
- (9) **"Common Property"** means the common property the subject of the Strata Scheme
- (10) **"Development"** includes:
  - (a) construction, alteration, addition, modification, decoration, redecoration, painting, repainting or reconstruction of any improvements;
  - (b) excavation, filling or landscaping;
  - (c) landscaping including the construction of fences, retaining walls, other landscaping features drains, excavations, removal of materials and

Approved Form 27  
BY-LAWS INSTRUMENT

SP74887

Instrument setting out the terms of by-laws to be created upon registration of the strata plan.

- (d) planting or removal of any vegetation, trees or shrubs; or  
installation of Service Infrastructure, such as water supply, electricity lines, sewerage Services and the CATV System
- (11) **"Development Control Code"** means the development control code in Bylaw 20;
- (12) **"Executive Committee"** means the executive committee appointed by the Owners Corporation;
- (13) **"Facilities"** means recreational facilities located on the Club Land;
- (14) **"Facilities Agreement"** means the facilities agreement between the Club and the Strata Scheme;
- (15) **"Invitee"** means any invitee, agent, visitor, licensee, contractor, employee or others who may be on the parcel at the invitation or request of a Resident;
- (16) **"Lot"** means a lot in the Strata Plan;
- (17) **"Managing Agent"** means the person appointed by the Owners Corporation as its managing agent under section 27 of the Act and, if no managing agent is appointed, the secretary of the Owners Corporation;
- (18) **"Owners Corporation"** means the owners corporation for the Strata Scheme;
- (19) **"Requirement"** means any requirement, or authorisation, of any statutory body, local authority, governmental or other authority necessary or desirable under applicable law or regulation and includes the provisions of any statute, ordinance or by-law;
- (20) **"Resident"** means an owner or occupier of a Lot (as those terms are defined in the Act) and where the context requires, any Invitee;
- (21) **"Resident Manager"** means the person engaged by the Owners Corporation under an agreement referred to in by By-law 24;
- (22) **"Service Infrastructure"** means any infrastructure for the provision of Services to the parcel;
- (23) **"Services"** means all gas, electricity, telephone, water, sewerage, fire prevention, ventilation, air conditioning, hydraulic elevator and security services and all other services or systems provided in the Strata Scheme or available for a Lot;
- (24) **"Strata Plan"** means Strata Plan *[to be inserted]*; and
- (25) **"Strata Scheme"** means the strata scheme constituted upon registration of the Strata Plan.

## 1.2 Interpretation

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- (1) Reference to:
  - (a) one gender includes the others;
  - (b) the singular includes the plural and the plural includes the singular;
  - (c) a person includes a body corporate;
  - (d) a party includes the party's executors, administrators, successors and permitted assigns; and
  - (e) a statute, regulation or provision of a statute or regulation ("Statutory Provision") includes:
    - (i) that Statutory Provision as amended or re-enacted from time to time; and
    - (ii) a statute, regulation or provision enacted in replacement of that Statutory Provision.
- (2) "Including" and similar expressions are not words of limitation.
- (3) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (4) Headings and any table of contents or index are for convenience only and do not form part of these By-laws or affect their interpretation.
- (5) A provision of these By-laws must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of the By-laws or the inclusion of the provision in the By-laws.
- (6) Words and phrases that have a defined meaning under the Act have the same meaning in these By-laws.

## 1.3 Parties

- (1) If a party consists of more than 1 person, these By-laws bind each of them separately and any 2 or more of them jointly.
- (2) An obligation, representation or warranty in favour of more than 1 person is for the benefit of them separately and jointly.
- (3) A party which is a trustee is bound both personally and in its capacity as a trustee.

## By-law 2 - Compliance - Laws

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- 2.1 Residents must at their own expense promptly comply with all Requirements and must not carry on or permit any noxious or offensive act, trade, business or occupation or calling from a Lot or use a Lot or Common Property for any illegal purpose.

### By-law 3 - Behaviour

- 3.1 A Resident must not:
- (1) cause disturbance or behave in a manner likely to interfere with the peaceful enjoyment of, or cause offence to, Residents and any person lawfully using Common Property;
  - (2) obstruct lawful use of Common Property by any person.
- 3.2 Without limitation to By-law 3.1, Residents must observe any direction of the Body Corporate relating to dress standards that, in the view of the Body Corporate, are necessary or desirable to avoid offence to other Residents. The Body Corporate must act reasonably in issuing a direction (whether generally or in a specific instance) under this By-law.

### By-law 4 - Responsible for Others

- 4.1 A Resident must take all reasonable steps to ensure that Invitees comply with these By-laws. If an Invitee does not comply with these By-laws then the Resident must take all reasonable steps to ensure that the Invitee immediately leaves the parcel.

### By-law 5 - Maintenance and Condition of Lot

- 5.1 Residents must keep their Lots in a good state of repair and condition.
- 5.2 Without limiting By-law 5.1, a Resident must:
- (1) maintain the lawns, gardens and vegetation on the Resident's Lot in a neat, tidy and well presented manner;
  - (2) maintain any driveways, paths, or similar amenities located on or within the Resident's Lot;
  - (3) to the extent that it is not the responsibility of the Owners Corporation under the Act, maintain Service Infrastructure within the Resident's Lot or which is for the benefit of the Resident;
  - (4) give prompt notice to the Owners Corporation of any damage to, defect or disrepair of, the Services or Service Infrastructure in the Resident's Lot;
  - (5) not overload any Services or Service Infrastructure;
  - (6) pay to the Owners Corporation any costs incurred by the Owners Corporation in upgrading any Services or Service Infrastructure to accommodate any equipment which the Resident wishes to install in the Resident's Lot;

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- (7) lock all doors and fasten all windows in the Resident's Lot when the Lot is not occupied;
- (8) not waste water and ensure that all water taps in the Resident's Lot are turned off after use;
- (9) replace broken glass with glass of the same standard;
- (10) keep the Resident's Lot free from rubbish and excessive vegetation; and
- (11) use, wherever possible to do so, only non toxic or non poisonous products in maintaining or repairing the Resident's Lot.

### **By-law 6 - Entry Rights and Non Compliance with By-laws**

- 6.1 Subject to Requirements of the Act for entry to a Lot or the giving of notice to Residents by the Owners Corporation:
- (1) if the Resident does not rectify a non-compliance with these By-laws within the period set out in a notice delivered by the Owners Corporation to a defaulting Resident, the Owners Corporation (by itself, its agents, employees or contractors) may enter the Lot and rectify the non-compliance; and
  - (2) the Owners Corporation may enter a Lot with workmen and other authorised persons and necessary materials and appliances to:
    - (a) comply with any Requirement involving the destruction of noxious animals, rodents or other pests; and
    - (b) carry out any repairs, alterations, renovations, extensions or works in relation to any Services or Service Infrastructure.
- 6.2 In case of emergency no notice will be required under By-law 6.1.
- 6.3 In exercising its rights of entry under this By-law the Owners Corporation must ensure that it causes as little inconvenience to the Resident of the Lot as is reasonable in the circumstances.
- 6.4 The Owners Corporation may take such action it considers necessary (and which is within its power to take under the Act and any other Requirement) to remedy a breach of these By-laws by a Resident and may recover the expense the Owners Corporation incurs as a result from the defaulting Resident as a liquidated debt.
- 6.5 Each Resident indemnifies the Owners Corporation, any agent, employee or contractor of the Owners Corporation against all losses, claims, demands, and expenses suffered or incurred by the Owners Corporation or any agent, employee or contractor of the Owners Corporation in carrying out an works under this By-Law.

### **By-Law 7 - Appearance of Lot**

- 7.1 Residents must comply with the following requirements in relation to the appearance of the Lot:

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- (1) Residents shall not cause any balcony or terrace to be enclosed or any shutters, glazing, louvers, blinds or similar structures to be attached to any balcony or terrace, with the exception (if any) as may have been specifically provided for within plans approved by the local council;
- (2) Residents shall not hang curtains, blinds or louvers visible from outside the lot unless those curtains, blinds or louvers have a backing of such colour and design as shall be approved by the Owners Corporation. Residents shall not install renovate and/or replace a curtain, blind or louver without having the colour and design of the backing of same approved by the Owners Corporation. In giving such approvals the Owners Corporation shall ensure so far as practicable that backings used in all lots presents a uniform appearance when viewed from outside the building;
- (3) Residents shall not, except with the consent in writing of the Owners Corporation, hang any washing, towel, bedding, clothing or other article or display any sign, advertisement, placard, banner, pamphlet or like manner on any part of his lot in such a way as to be visible from outside the lot. Residents may not in any way alter or vary the external appearance, structure, layout, wall, form or texture or colour of any lot or any building on any lot without the prior written consent of the Owners Corporation;
- (4) Residents are not permitted to install temporary window coverings without the Owners Corporation's prior written approval which may be given subject to conditions or refused unconditionally;
- (5) all exterior light fittings must be of first class quality and design and must be located so that when in use they do not cause a nuisance to another Lot – exterior lights must have translucent diffusers that prevent the bulb being seen and floodlights, spotlights and coloured neon lights are not permitted;
- (6) insect screens must be designed to be as unobtrusive as possible and must match the colour of the window frames into which they are installed.

### **Bylaw 8 - Interference**

- 8.1 A Resident must not without the prior written consent of the Owners Corporation:
- (1) operate or permit to be operated on a Lot or Common Property any device or electronic equipment which interferes with any domestic appliance lawfully in use on the Common Property or in a Lot; or
  - (2) interfere with the operation of any equipment or Service Infrastructure installed in the Common Property.

### **By-law 9 - Damage to Common Property**

- 9.1 A Resident must not bring or permit to be brought any heavy article into the Building, which may cause structural damage to the Building without the prior written consent of the Owners Corporation.
- 9.2 A Resident must not move any heavy article approved under By-law 24.1 through Common Property without first making appropriate arrangements to do so with the



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### Resident Manager.

- 9.3 A Resident must not do anything or permit any person or anything to damage or deface the Common Property without the prior written consent of the Owners Corporation.
- 9.4 A Resident must notify the Resident Manager of any damage to or defect in the Common Property or any property located on Common Property as soon as it occurs or becomes known.
- 9.5 A Resident will be liable to compensate the Owners Corporation in respect of any damage to the Common Property or any property belonging to the Owners Corporation caused by that Resident or that Resident's invitees.
- 9.6 This By-law does not prevent a Resident from installing:
- (1) any locking or other safety device for the protection of the Resident's Lot against intruders;
  - (2) any screen or other device to prevent entry of animals or insects to the Resident's Lot (subject to the other provisions of these By-laws about the appearance of screens and devices); or
  - (3) any structural device to prevent harm to children.
- 9.7 Any such locking or safety device, screen or other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, and keeping with the appearance of the rest of the Building.
- 9.8 Despite section 62 of the Act, Residents must maintain and keep in a state of good and serviceable repair any installation or structure referred to in By-law 9.6 that forms part of the Common Property and that services the Resident's Lot.

### By-law 10 - Security

- 10.1 A Resident must not do or permit anything to be done which may prejudice the security or safety of the parcel or the Building and must take all reasonable steps to ensure that the Building's fire and security doors are kept secure and in an operational state.
- 10.2 The Owners Corporation must take all reasonable steps to preserve the safety of the Building from fire or other hazard and to ensure the security of the Building from trespassers and if it considers it necessary or desirable may:
- (1) restrict access to any part of the Common Property by means of security key or other security device;
  - (2) create an exclusive use right over any part of the Common Property for security surveillance purposes either solely or in conjunction with security surveillance for any other part of the parcel; and
  - (3) make rules relating to the security of the parcel and the Building from trespassers, fire or other hazard.
- 10.3 If the Owners Corporation restricts Residents' and Invitees' access under these Bylaws, the Owners Corporation shall make available to the appropriate parties on its own

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conditions security keys or other access devices as necessary.

- 10.4 A Resident must take all reasonable steps to ensure the proper use of a security key or device by persons authorised by them and the safe return of such key or device.

### By-law 11 - Security System

- 11.1 The Owners Corporation may establish a security system and provide security Services for the benefit of Residents and the Buildings.
- 11.2 Any Service Infrastructure installed on the Common Property for use in connection with a security system for the Buildings will remain the property of the Owners Corporation and be maintained and repaired at the cost and expense of the Owners Corporation, subject to the Owners Corporation's rights and obligations (if any) under the Act and these By-laws to recover costs for the provision of those Services from users.
- 11.3 The Owners Corporation may designate part of the Common Property to be used by any security person, firm or company.
- 11.4 The Owners Corporation may arrange for the installation of any Service Infrastructure necessary for the operation of a security system for the benefit of Residents.
- 11.5 The Owners Corporation is not liable for any loss or damage suffered to any Resident or other person or property because~
- (1) the security system fails or there is unauthorised entry to any part of the Common Property or a Lot; or
  - (2) the security system is not at any particular time operational.
- 11.6 Each Resident must allow the Owners Corporation on the giving of reasonable notice (except in the case of emergency), to enter onto a Lot to attend to the repair and maintenance of any Service Infrastructure used in connection with the provision of a security system and security Services.
- 11.7 Each Resident must observe any conditions or requirements of the Owners Corporation imposed as a condition of the use and operation of the security system or security Services provided by the Owners Corporation.
- 11.8 The Owners Corporation may enter into agreements with each Resident providing for the charging of costs for provision of the security system and maintenance of a Services Infrastructure provided by the Owners Corporation under the security system and recovery of costs to the Owners Corporation of providing Services under the security system.

### By-law 12- CATV System

- 12.1 For the benefit of Residents, the Owners Corporation may provide access to the CATV System.
- 12.2 The Owners Corporation may supply or engage another person to supply utility Services and other Services in connection with the CATV System for the benefit of Residents.

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- 12.3 Each Resident must allow the Owners Corporation (and its contractors~ agents and employees) on the giving of reasonable notice (except in the case of emergency), to enter onto a Lot to attend to the provision of maintenance Services in respect of the CATV System.
- 12.4 Each Resident acknowledges that the Owners Corporation is entitled to recover the costs associated with the provision of Services by contractors engaged in connection with the security system and accepts the obligation to pay those costs attributable to the provision of Services associated with the CATV System to the Resident's Lot or otherwise a portion of the costs corresponding to the proportion the Resident's unit entitlement bears to the aggregate unit entitlement of all Lots in the Strata Scheme.

### By-law 13- Garbage

- 13.1 A Resident must not deposit or throw onto the Common Property any garbage except into a receptacle or area specifically provided for that purpose.
- 13.2 A Resident must dispose of garbage in the manner prescribed by the Owners Corporation from time to time.
- 13.3 The Owners Corporation may establish a garbage disposal system for the Scheme ("Disposal System"). The Disposal System may provide for any of the following:
- (1) permitted means and times for garbage disposal and removal;
  - (2) disposal routes over Common Property to be used in conjunction with the Disposal System;
  - (3) designation of areas on Common Property for the storage and collection of garbage;
  - (4) arrangements for separation and sorting of garbage;
  - (5) special requirements for the storage and collection of flammable, toxic or other harmful substances; and
  - (6) requirements for the disposal of garbage to meet the particular needs of any Lot.
- 13.4 The Owners Corporation may enter into agreements with each Resident providing for the charging of garbage disposal Services provided by the Owners Corporation under the Disposal System and recovery of costs to the Owners Corporation of providing Services under the Disposal System.
- 13.5 Each Resident must:
- (1) comply with all Requirements relating to the disposal of garbage;
  - (2) comply with the requirements, as notified by the Owners Corporation, of the

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### Disposal System;

- (3) ensure that the health, hygiene and comfort of other persons is not adversely affected by disposal of garbage; and
- (4) if no receptacle is provided by the Owners Corporation or designated as part of the Disposal System, maintain a receptacle for garbage.

### By-law 14 - Storage of Flammable Liquids

- 14.1 A Resident must not except with the consent of the Owners Corporation use or store on the Lot or on the Common Property any flammable chemical, liquid, gas or other material other than chemicals, liquids, gases or other material to be used for domestic purposes.

### By-law 15 - Signs

- 15.1 Subject to By-law 33, Residents must not without the prior written consent of the Owners Corporation fix or place any sign, placard, banner, notice or advertisement on or in any part of the Building unless it will be inside a Lot and not visible from outside the Lot.

### By-law 16 - Animals

- 16.1 Subject to the Act, a Resident must not keep or permit any animal to be on a Lot or on the Common Property other than a pet not greater than 10kg.

### By-law 17 - Fire Control

- 17.1 A Resident 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.
- 17.2 The Owners Corporation and Residents must, in respect of the Building and their respective Lots, as appropriate:
  - (1) consult with any relevant statutory authority as to the appropriate fire alarm and equipment for the Building and the Lots;
  - (2) ensure the provision of all adequate fire fighting equipment in the Building and the Lots to the satisfaction of all relevant statutory authorities; and
  - (3) take all reasonable steps to ensure compliance with fire laws in respect of the Building and the Lots.

### By-law 18 - Insurance Premiums

- 18.1 A Resident must not, without the prior written consent of the Owners Corporation, do or permit anything which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation under the Act.

### By-law 19 - Notice of Alteration to Lot

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- 19.1 Residents must not alter the structure of a Lot without giving to the Owners Corporation a written notice describing the proposed alteration at least 14 days before the commencement of the alteration.
- 19.2 Residents must comply with these By-laws including the Development Control Code in relation to any alterations.

### By-law 20 - Development Control Code

20.1 The purpose of this Development Control Code is:

- (1) to ensure a high standard of design and construction for Development on the parcel to protect the investment of Residents and ensure that appropriate construction methods and practices are adopted by Residents;
- (2) enhance the visual attractiveness of the parcel and provide a co-ordinated and consistent Development style and standard;
- (3) to ensure that design and landscaping conditions of Development approvals are complied with; and
- (4) to ensure that the Common Property and individual Lots are maintained to a consistently high standard.

20.2 Development must comply with the lawful Requirements of Assessing Authorities.

20.3 The Owners Corporation and each Resident must ensure that:

- (1) landscaping on Common Property or Lots respectively is maintained to the satisfaction of the Assessing Authority;
- (2) existing vegetation on the parcel is retained in its natural state as far as it is practicable to do so; and
- (3) no clearing, other than as permitted by an Assessing Authority or for general maintenance (including weed control and removal of debris) occurs without the prior approval of the relevant Assessing Authority or the Owners Corporation.

20.4 Development on the parcel (including on a Lot) must be to a standard that does not have a detrimental effect on the amenity of the area or adjoining properties having regard to the design, orientation or construction materials used in Buildings erected on the parcel.

20.5 Nothing in this Development Control Code restricts or limits the operation of any Development consent or approval affecting the parcel or limits the right of an Assessing Authority to impose conditions on future Development of the parcel.

20.6 If it is held by a court of competent jurisdiction that:

- (1) any part of this Development Control Code is or would be void, voidable, illegal or unenforceable;
- (2) the application of any part of this Development Control Code to any person or

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circumstances is or will become invalid or unenforceable; or

- (3) unless any part of this Development Control Code were severed from this Development Control Code that part will be severable and will not affect the continued operation of the remaining conditions of this Development Control Code.

20.7 This Development Control Code regulates the quality of design and Development by:

- (1) maintaining within the parcel a residential community which is aesthetically pleasing, functionally convenient and capable of maintaining itself by application and enforcement of standards compatible and consistent with this Development Control Code;
- (2) promoting those qualities in the parcel which bring value to the Lots;
- (3) maintaining the parcel as an attractive and functional place to live, by requiring a harmonious relationship between Development and the environment; and
- (4) creating clear procedures and criteria for Development.

20.8 The design objectives of this Development Control Code are:

- (1) to establish an architectural theme based around the features which define the Strata Scheme;
- (2) to promote a peaceful, relaxed and secure lifestyle for Residents; and
- (3) to develop and maintain an atmosphere of style and elegance in the community.

20.9 This Development Control Code binds the Owners Corporation, the members of the Owners Corporation, and the Residents to the same extent as if this Development Control Code had been signed and sealed by the Owners Corporation, each member of the Owners Corporation and each Resident respectively and as if it contained mutual covenants to observe and perform all the provisions of this Development Control Code.

20.10 No Resident will undertake any Development on a Lot until the Owners Corporation's approval has been obtained and, where necessary, Assessing Authority approval has been obtained.

20.11 Development must be undertaken in a manner which ensures minimum disruption to Residents and without limitation:

- (1) adjoining Lots are not to be used for the storage or dumping of any construction materials or debris unless prior arrangements have been made with the Resident of the Lot and the Owners Corporation;
- (2) for security purposes, the Resident must give the Owners Corporation a list of all contractors associated with the Development prior to the commencement of the Development;
- (3) Residents must provide the Owners Corporation with a 24 hour emergency contact number for the Development;

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- (4) construction hours are Monday to Saturday 7 a.m. to 6 p.m. excluding Good Friday, Anzac Day, Christmas Day, Boxing Day and New Year's;
  - (5) the Owners Corporation must be notified immediately of any damage to an area outside the Lot;
  - (6) Residents must ensure that contractors provide suitable facilities such as a "rubbish skip" for the temporary storage of building material from the commencement of construction on the Lot and that they observe these facilities;
  - (7) rubbish must not be allowed to blow onto any adjoining Lot or Common Property and the Owners Corporation reserves the right to remove any such rubbish at the Resident's expense;
  - (8) the parcel roads must be kept clear of all building materials, rubbish and equipment;
  - (9) the Resident must ensure that its contractors do not bring dogs onto the parcel and contractors with dogs will not be given access and will be instructed to leave the parcel; and
  - (10) dirt, gravel or any other material must not be left on Common Property
- 20.12 All recreation and play equipment must be located in the rear or side yards of the Lot. No basketball hoops are permitted where they may cause a nuisance to any other Resident. No basketball hoops are permitted to be permanently placed at the front of any Building.
- 20.13 Exterior cladding must consist predominantly of finishes consistent with other Buildings on the parcel. Complementary use of glazing, timber and architectural finishes is permitted.
- 20.14 Exterior wall cladding must be within the colour range of pastel to muted earth tones complimentary to the approved roofing colours and compatible with other buildings on the parcel.
- 20.15 Fascia boards, trim and exposed metalwork must be colour co-ordinate with the Buildings on the Lot. Unpainted metalwork is not permitted.
- 20.16 Clotheslines must not be visible from parcel roads. Wall mounted clotheslines must be mounted at a level lower than the surrounding wall or fence.
- 20.17 Landscape design or the selection of species that are likely to unreasonably interfere with the amenity enjoyed by Residents of neighbouring Lots are not permitted
- 20.18 Residents must maintain all the trees and all the landscaping within the Resident's Lot to a standard acceptable to the Owners Corporation.
- 20.19 Existing trees can only be removed from a Lot with the prior permission Of the Owners Corporation.
- 20.20 The Owners Corporation may from time to time issue minimum design objectives and guidelines for the Strata Scheme.
- 20.21 The Owners Corporation may meet from time to time to review the architectural review process established under these By-laws.

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20.22 The Owners Corporation may appoint design professionals from time to time to assist the Owners Corporation in properly performing the architectural review process. The necessary qualifications of the design professionals appointed will be determined by the Owners Corporation and they will be persons qualified and competent to practise, in the sole opinion of the Owners Corporation, in the design of the relevant Development.

20.23 The architectural review process is to:

- (1) consider applications for Owners Corporation approval for Development and advise the Owners Corporation if the application complies with this Development Control Code, including the minimum design objectives and guidelines for any Development or, where no minimum design objectives and guidelines have been issued, if the application is consistent with Development on other Lots within the immediate precinct of the Lot;
- (2) recommend to the Owners Corporation that an application be approved (conditionally or unconditionally) or that the application be disapproved;
- (3) inspect the Development in progress or completed to ensure its conformity with the Owners Corporation approval and advise the Owners Corporation if any Development is not being carried out or has not been carried out in accordance with the approval; and
- (4) perform such other duties on behalf of the Owners Corporation as are assigned to it from time to time by the Owners Corporation.

20.24 Written applications for approval for any Development may be made by the Resident or a person with the written consent of the Resident, and must be accompanied by:

- (1) details and plans of any proposal for Development by a Resident;
- (2) descriptions and samples of exterior materials and colours and external light fittings;
- (3) a description of construction arrangements, techniques and proposed access to the Lot;
- (4) a works program with clearly stated start and completion dates;
- (5) the fee determined by the Owners Corporation;
- (6) reports of appropriately qualified professionals certifying compliance with specific requirements of this Development Control Code, where required by the Assessing Authority or the Owners Corporation; and
- (7) other information reasonably required from time to time by the Owners Corporation.

20.25 Where the Owners Corporation approves an application conditionally, the conditions may include but are not limited to:

- (1) submission of any additional plans and specifications or such other information



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as required by the Owners Corporation;

- (2) changes being made to any of the items or information included in the application;
  - (3) commencement and completion within specified times; and
  - (4) payment by the Resident to the Owners Corporation of a bond or bank guarantee of such amount determined by the Owners Corporation having regard to the level or extent of the Development proposed, to be held by the Owners Corporation as security for:
    - (a) the Resident carrying out the Development in accordance with the Owners Corporation's approval; and
    - (b) any damage caused by the Resident or by the Resident's contractors, servants, agents or employees.
- 20.26 The Owners Corporation may use the bond or bank guarantee to reimburse the Owners Corporation at any time for any expenses incurred by the Owners Corporation in rectifying a failure by a Resident to comply with the Development Control Code and any damage caused by the Resident or by the Resident's contractors, servants, agents or employees. The Resident may be required to execute a Development bond agreement in the terms required by the Owners Corporation.
- 20.27 Where approval (conditional or unconditional) has been given under for Development, the Resident or the Resident's contractors, servants, agent or employees must, unless the application is at any time withdrawn, carry out the Development in accordance with the approval.
- 20.28 All approvals must be affixed with the Owners Corporation approval stamp and undersigned by a person authorised by the Owners Corporation for this purpose.
- 20.29 The approval of the Owners Corporation for any Development will not constitute a waiver of any right to approve conditionally or disapprove any similar Development subsequently or additionally submitted for Owners Corporation approval.
- 20.30 The Owners Corporation may establish a scale of fees payable from time to time to the Owners Corporation for submission of an application to the Owners Corporation. The Owners Corporation may vary the scale of fees at any time.
- 20.31 The scale of fees will reflect the type of application including, but not limited to, a new Development application or alterations or extensions to an existing Development.
- 20.32 The scale of fees may be structured as:
- (1) an initial fee payable at the lodgement of an application;
  - (2) a second fee payable for the review by the Owners Corporation of an application that has been substantially amended, payable at the time the application is resubmitted for approval;
  - (3) a further fee for each subsequent review of an application that has been substantially amended payable at the time the application is resubmitted for

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approval;

- (4) additional fees payable upon request by the Owners Corporation to reimburse the cost of engaging any consultant, including any design professional, retained to assist the Owners Corporation in considering an application;
- (5) a CATV supply and installation fee; and
- (6) an inspection fee after the completion of unsuccessful inspections.

20.33 If the Owners Corporation notifies a Resident that the Development has not been completed in accordance with approvals under this Development Control Code, the Owners Corporation will:

- (1) notify the Resident in writing of the non-compliance;
- (2) specify the particulars of non-compliance; and
- (3) require the Resident to remedy the non-compliance within 30 days of receipt of the notice.

20.34 Neither the Owners Corporation, nor its duly authorised representative, will be liable to any Resident for any loss, damage or injury arising out of or in any way connected with any recommendation, approval (conditional or unconditional) or disapproval given under this Development Control Code, unless it is due to the wilful misconduct, bad faith, or criminal act of the Owners Corporation or its duly authorised representative.

20.35 Approvals (conditional or unconditional) of any application will not be construed as compliance by the Development with any Requirement relating to or regulating construction of the Development or the structural soundness of the Development.

20.36 The Owners Corporation may permit non-compliance with this Development Control Code if:

- (1) the Resident makes a written request (or consents in writing to such request) for the Owners Corporation's permission;
- (2) the non-compliance is of a minor nature; and
- (3) the design objectives will be enhanced.

20.37 The Owners Corporation must give written notice to the Resident of its endorsement of non-compliance. The granting of any endorsement will not operate to authorise non-compliance with this Development Control Code for any purpose except as to the particular Lot and particular clause covered by the endorsement, and only to the extent specified.

20.38 The Owners Corporation authorisation of non-compliance will not affect the Resident's obligations to comply with all Requirements affecting the Development.

20.39 If the Resident does not rectify the non-compliance within the period set out in a notice delivered by the Owners Corporation, the Owners Corporation (by itself, its agents, employees or contractors) may, at the Resident's expense, enter the Lot and remove the non-complying Development or any part of the Development and the Owners

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Corporation may recover the expense of removal as a liquidated debt from the Resident or may deduct the expense from the Development bond.

- 20.40 The Owners Corporation may take any other action (which it is empowered to take under the Act) it considers necessary to remedy a breach of this Development Control Code and may recover the expense the Owners Corporation incurs as a result from that Resident as a liquidated debt or may require all work on the Development site to cease and may restrict the access of agents, employees or contractors.
- 20.41 Each Resident indemnifies the Owners Corporation, any agent, employee or contractor of the Owners Corporation against all losses, claims, demands, and expenses suffered or incurred by the Owners Corporation in connection with a breach of this Development Control Code or any action taken by the Owners Corporation in accordance with this Development Control Code.
- 20.42 To the extent that there is any inconsistency between the provisions of this Development Control Code and a Development consent or approval issued by an Assessing Authority, the provisions of that Development consent or approval prevail.

### By-law 21 - Floor Coverings

- 21.1 Residents must ensure that the floor surface within that Resident's Lot (other than any floor of a kitchen, laundry, lavatory or bathroom) is covered or otherwise treated to an extent sufficient to prevent the transmission of noise from such floor surface likely to disturb the peaceful enjoyment of the Resident of another Lot.

### By-law 22 - Facilities Agreement

- 22.1 The Owners Corporation has the power and authority to enter into the Facilities Agreement to provide access to the Facilities for Residents.

### By-law 23 - Use of Facilities

- 23.1 The Owners Corporation acknowledges that Residents are entitled to use the Facilities in accordance with the rights granted to the Owners Corporation under the Facilities Agreement.
- 23.2 So long as they remain members of the Club, Residents must:
- (1) not create any noise or disturbance or behave in a manner likely to interfere with the peaceful enjoyment of the Facilities by other Residents or Club members; and
  - (2) observe the Club Rules.
- 23.3 The Owners Corporation must use its best endeavours to ensure Residents observe the Club Rules including but not limited to rules in relation to:
- (1) the hours of use;
  - (2) restrictions on use~

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- (3) persons entitled to use; and
- (4) bookings and other procedures.

23.4 The Owners Corporation must keep an up to date and independent log of Residents' Club memberships including type, duration and limitations on those memberships as provided by the Club.

23.5 Should the Club cease to operate or the Facilities for any reason become unavailable (other than on a temporary basis) the Owners Corporation must:

- (1) ensure that Residents do not use the Facilities; and
- (2) collect and return to the Club, all Club memberships and access keys, cards and other related items which allow access to the Facilities.

### **By-law 24 - Caretaking Agreement**

24.1 The Owners Corporation has the power and authority to appoint and enter into an agreement with a person to provide for the management, control and administration of the Building ("Resident Manager") which agreement may provide for:

- (1) a term of years with rights for early determination by either the Owners Corporation or the Resident Manager;
- (2) the provision of services consistent with use of the Lots as residential apartments;
- (3) the cleaning, caretaking, security, supervision and service of the Common Property and for the general repair, maintenance, renewal or replacement of the Common Property;
- (4) the provision of Services to Residents;
- (5) the supervision of any employees or contractors of the Owners Corporation;
- (6) the control and supervision of the Common Property;
- (7) the arbitration of disputes between the Owners Corporation and the Resident Manager; and
- (8) anything else which the Owners Corporation agrees is necessary or desirable having regard to the operational and management requirements of the Owners Corporation.

24.2 At the expiration of an agreement entered into under this By-law, the Owners Corporation may enter into a further agreement under this By-law

24.3 The Owners Corporation may not without the written consent of the Resident Manager enter into more than one agreement under this By-law at any one time.

### **By-law 25 - Obstruction of Resident Manager**

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### 25.1 A Resident must not:

- (1) interfere with or obstruct the Resident Manager from performing its duties under any agreement entered into under By-law 24; or
- (2) interfere with or obstruct the Resident Manager from using any part of the Common Property designated by the Owners Corporation for the Resident Manager's use in carrying out the services set out in By-law 24.

### By-law 26 - Amenities and Services

- 26.1 The Owners Corporation may, by special resolution, determine and enter into arrangements for the provision of amenities or Services to one or more of the Lots or to Residents or their Invitees and may without limitation:
- (1) establish and maintain amenities and Services for the Strata Scheme and Residents; and
  - (2) engage or authorise others to provide amenities or Services for the benefit of the Strata Scheme and Residents.
- 26.2 The Owners Corporation may enter into agreements, contracts, licences, leases or other arrangements of any nature in connection with the provision of amenities or Services including those referred to in By-law 26.5 and for the engagement or authorisation of service contractors and others to provide or supply amenities or Services.
- 26.3 Without limitation, Services the Owners Corporation may provide include any or all of the following:
- (1) window and general cleaning;
  - (2) garbage disposal and recycling Services;
  - (3) utility Services of any nature including those referred to in these By-laws;
  - (4) telecommunication and CATV Services; and
  - (5) security Services.
- 26.4 Any funds generated in the hands of the Owners Corporation surplus to the costs of providing amenities or Services as a result of the levying of charges for the provision or supply of amenities and Services under agreements referred to in this By-law must be applied by the Owners Corporation to its administrative fund in reduction of liabilities of the Owners Corporation and in this way for the benefit of Residents.
- 26.5 If the Owners Corporation provides or supplies amenities or Services under this Bylaw, it may:
- (1) enter into agreements with Residents setting out the terms on which the Owners Corporation will charge for the provision or supply of amenities and Services and recover the costs of providing or supply amenities or Services including charges for:

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- (a) provision or supply of the amenities or Services;
  - (b) installation and connection to the relevant Service Infrastructure;
  - (c) servicing and maintenance of amenities or Service Infrastructure utilised in the provision or supply of an amenity or Service to a particular Resident;
  - (d) disconnection and reconnection fees (if applicable); and
  - (e) advance payments or security deposits to be provided in connection with the provision or supply of an amenity or Service;
- (2) establish the basis for charges for provision or supply of amenities or Services;
- (3) establish a system of accounts and invoices in connection with the supply or provision of amenities or Services and rendering of accounts to Residents as appropriate
- (4) recover any amounts when due and payable from any Resident under applicable accounts rendered (under the terms of agreement) and if an account is unpaid by the due date:
- (a) recover any unpaid amount as a liquidated debt;
  - (b) recover interest on any unpaid account;
  - (c) disconnect or discontinue the provision or supply of an amenity or Service to the relevant Resident;
  - (d) charge a reconnection fee (if applicable) to restore an amenity or Service to the relevant Resident; and
  - (e) increase the advance payment or security deposit for provision or supply of an amenity or Service to the relevant Resident.
- 26.6 The Owners Corporation is not liable for any loss or damage suffered by any Resident as a result of any failure of the provision or supply of an amenity or Service due to breakdowns, repairs, maintenance, strikes, accidents or any other causes affecting provision or supply by the Owners Corporation.
- 26.7 Each Resident must:
- (1) allow the Owners Corporation and its agents, contractors, or employees access to any Service Infrastructure used in connection with amenities or Services;
  - (2) comply with all requirements of the Owners Corporation imposed in connection with provision or supply of amenities or Services by the Owners Corporation; and
  - (3) maintain any Service Infrastructure used in connection with the provision or supply of amenities or Services by the Owners Corporation and which is located in or on a Lot and which is used in connection with provision or supply of

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amenities and Services by the Owners Corporation.

- 26.8 Nothing in this By-law obliges a Resident to use or purchase an amenity or Service from the Owners Corporation or limits or restricts the rights of any Resident to utilise Service Infrastructure under any implied easement or other right contained in the Act or other applicable legislation.

### **By-law 27 - Power of Owners Corporation to Enter into Other Agreements**

- 27.1 Without limitation to its other powers, the Owners Corporation has the power and authority appoint and to enter into other agreements to provide for Services to the Common Property or Residents as necessary including but not limited to:

- (1) an agreement with a person or corporation to provide for the management of administrative matters for the Strata Scheme which agreement may provide for:
  - (a) convening and attending annual general meetings of the Owners Corporation and preparing and forwarding minutes of those meetings;
  - (b) preparing and forwarding annual statements of accounts and budgets;
  - (c) preparing and forwarding notices of administrative and sinking fund levies;
  - (d) receipting, banking and accounting money paid to the Owners Corporation;
  - (e) reconciling bank statements for the Owners Corporation;
  - (f) paying Owners Corporation accounts;
  - (g) keeping Owners Corporation accounting records; and
  - (h) maintaining registers of assets, engagements and authorisations, allocations of exclusive use and authorisations concerning Common Property; and
- (2) an agreement and authorisation with a person or corporation to provide for the management of letting of Lots and ancillary services and amenities for some or all Residents and on an exclusive basis.

### **By-law 28 - Easement**

- 28.1 Without limitation to its other powers, the Owners Corporation may execute an easement for access which either burdens or benefits Common Property, provided that the easement:

- (1) does not materially prejudice the rights of a Resident; and
- (2) does not materially affect the amenity of the Strata Scheme.

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### By-law 29 - Consent of Owners Corporation

- 29.1 A consent given by the Owners Corporation under any By-law is revocable and may be given subject to conditions including, without limitation, a condition evidenced by a minute of a resolution that the Resident to whom the consent or approval is given is responsible at their own cost for compliance with the terms of the consent.

### By-law 30 - Complaints and Applications

- 30.1 Any complaint or application to the Owners Corporation or the Executive Committee must be addressed in writing to the Managing Agent.

### By-law 31 - Air Conditioning

- 31.1 Residents have the right of exclusive use and enjoyment of the air conditioning plant and associated piping and ducts exclusively servicing a Lot referred to in the Schedule on condition that:
- (1) the Owners Corporation is responsible for the operating, maintaining and keeping in a state of good repair and condition (including renewal or replacement) the air conditioning plant;
  - (2) the Resident reimburses to the Owners Corporation the costs associated with such operation, maintenance and keeping in a state of good repair and condition apportioned between Residents according to their respective Lots' unit entitlements;
  - (3) each Resident must comply with all Requirements of any statutory authority in the relation to the air conditioning plant;
  - (4) each Resident must pay to the Owners Corporation from time to time the sum it demands (based on meter readings or other criteria adopted by the Owners Corporation) for the supply of condenser water to the air conditioning plant servicing Lots; and
  - (5) each Resident indemnifies the Owners Corporation from and against claims, demands and liability of any kind which may arise in respect of damage to any property or death of or injury to any person arising out of the exercise of the rights conferred by this By-law or the Resident's use of the air conditioning plant.

### By-law 32 - Residents' Parking

- 32.1 A Resident must not park or stand a vehicle or bicycle on the Common Property other than in those parts of the Common Property allocated for car parking on an exclusive use basis or those other parts of the Common Property designated for standing or parking of vehicles or bicycles.
- 32.2 All vehicles may only be driven on the parts of the Common Property that are designed for that purpose and must be driven at a safe speed.



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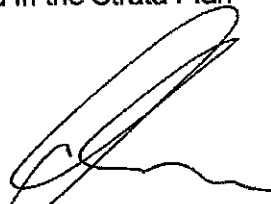
**By-law 33 - Display Units**

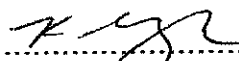
- 33.1 While the Developer is an owner, occupier or lessee of a Lot in the Strata Scheme, the Developer and its agents will be entitled to use a Lot as a display unit.
- 33.2 The Developer and its agents are entitled to erect signs and advertising on the Lot and parcel subject to the reasonable directions of the Owners Corporation as to the location of those signs.

**The Schedule**


Lots 1 to 12 inclusive as numbered in the Strata Plan

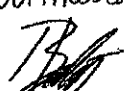
SIGNED BY APH DRIFT CASUARINA )  
 PTY LTD ACN 105 500 678 (as Original )  
 Proprietor) by its attorney CRAIG KEHM )  
 SMITH under registered Power of Attorney )  
 Book 4417 No. 350 in the presence of: )

  
 .....  
 Craig Kehm Smith

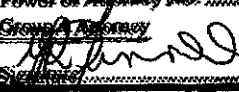

  
 .....  
 Kristy Leigh Rosborough  
 Queensland Solicitor  
 Level 6, 82 Eagle Street  
 BRISBANE QLD 4000

SIGNED BY COMMONWEALTH )  
 BANK OF AUSTRALIA ACN 123 123 )  
 124 (as Mortgagee) by: )


  
 Under Power of Attorney dated  
 25 February 2004  
 Book No. 4418 No 141

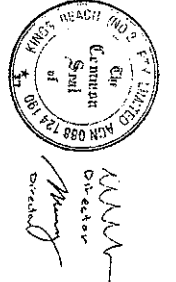
Witnessed by  
  
 Relationship Manager  
 240 Queen St Brisbane

SIGNED BY PERMANENT TRUSTEE )  
 COMPANY LIMITED ACN 008 412 913 )  
 (as Mortgagee) by: 008 000 993 )

PERMANENT TRUSTEE COMPANY LIMITED ACN 008 000 993  
 by its Attorneys who state that they have no notice of  
 revocation of the Power of Attorney dated 2nd June 1993,  
 whereby they execute this deed document or instrument.  
 Power of Attorney No. SP74887 NO 346  
 Group A Attorney  Group B Attorney  
 Signature 

Geoffrey Funnell JENNIE BEAVERS

REGISTERED  19.7.2005



CLIVE DOUGLAS SCHULTZ  
DIRECTOR  
ANNIE MARY EMBLETON  
SECRETARY

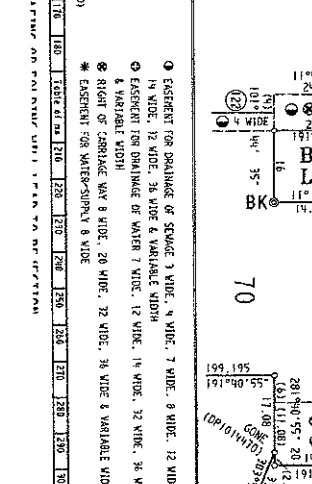
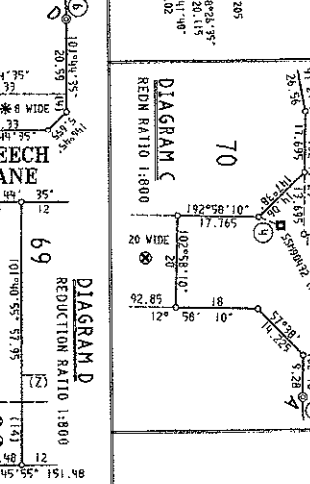
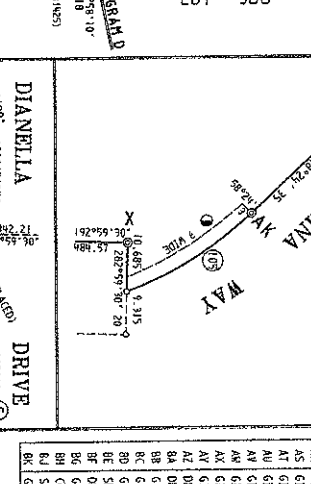
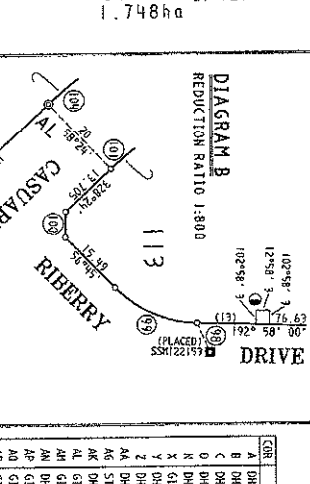
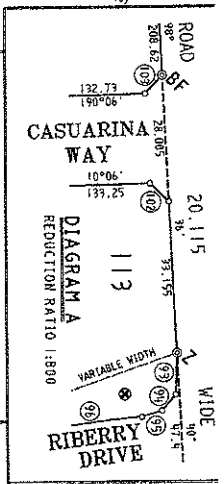
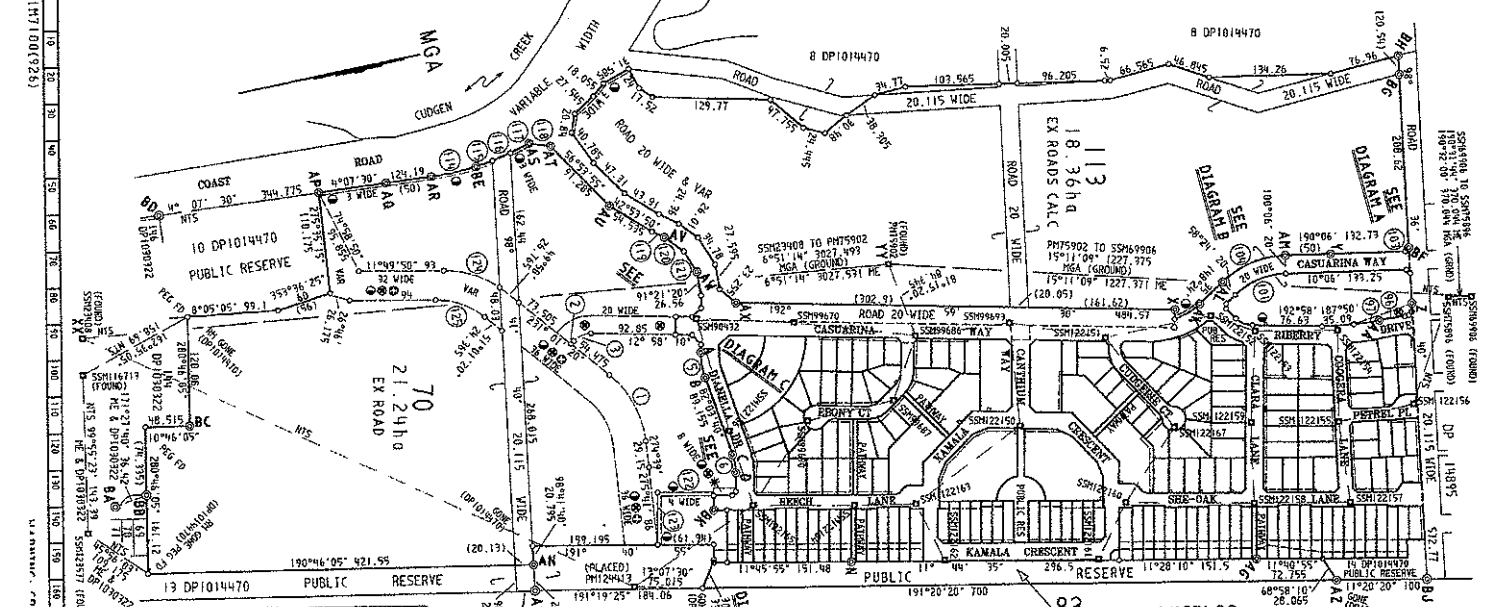
As mortgagee under mortgage nos. 7151460 and 7151461, Westpac Administration Pty Limited, ACN 008 617 403 consents to this plan of subdivision.

Gillian Brown  
Minter Ellison  
Lawyers

*[Signature]*

Green Lands Office Approval  
Authorised Officer  
Lead District  
Page No.  
Date of Approval

Subdivision Certificate  
I certify that the provisions of s. 109 of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed SUBDIVISION.  
Date of Assessment: 5 September 2001  
Authorised Officer: DA11801382  
Date of Assessment: 5 September 2001  
Subdivision Certificate No. 2001/11001926  
Note: This plan is to be lodged with the Registrar of Land in the Land Information System (LIS) and a separate plan of subdivision is to be lodged with the Registrar of Land.



NOTE  
SEE SHEET 5 FOR SCHEDULE OF ESTABLISHED PERMANENT MARKS AND FOR CONNECTIONS BETWEEN PERMANENT MARKS PLACED AND FOUND

COR	FROM	TO	REFERENCE MARKS	PLANT REF.
A	DRW 5 IN KB	192.218	5.1 & 14.905	
B	DRW 5 IN KB	172.004	5.3 & 14.71	
C	DRW 5 IN KB	172.004	5.305 & 14.88	
X	DRW 5 IN KB	191.945	5.305 & 14.7	
K	DRW 5 IN KB	152.222	5.19	
G	DRW 5 IN KB	239.046	0.985	
Z	DRW 5 IN KB	280.076	4.36 & 15.605	
Y	DRW 5 IN KB	339.255	18.28 & 25.17	
AA	DRW 5 IN KB	288.414	5.235 & 14.665	
AC	DRW 5 IN KB	268.999	22.995	
AD	DRW 5 IN KB	257.110	4.515 & 16.615	
AE	DRW 5 IN KB	260.151	1.82	
AF	DRW 5 IN KB	282.402	0.755	
AG	DRW 5 IN KB	289.571	24.72	
AH	DRW 5 IN KB	170.254	7.7	
AI	DRW 5 IN KB	50.931	2.27	
AJ	DRW 5 IN KB	97.008	5.355	
AK	DRW 5 IN KB	155.955	1.22	
AL	DRW 5 IN KB	156.941	7.59	
AM	DRW 5 IN KB	139.950	1.005	
AN	DRW 5 IN KB	137.915	1.01	
AO	DRW 5 IN KB	158.922	1.095	
AP	DRW 5 IN KB	277.252	1.04	
AQ	DRW 5 IN KB	139.284	0.99	
AR	DRW 5 IN KB	171.88	1	
AS	DRW 5 IN KB	302.50	3.31 & 11.825	
AT	DRW 5 IN KB	229.05	9.795	
AU	DRW 5 IN KB	180.951	1.16	
AV	DRW 5 IN KB	325.292	3.51	
AW	DRW 5 IN KB	112.20	40.42	
AX	DRW 5 IN KB	278.377	6.74 & 21.46	
AY	DRW 5 IN KB	52.50	1.08	
AZ	DRW 5 IN KB	178.577	1.07	
BA	DRW 5 IN KB	0.52	1.285	
BB	DRW 5 IN KB	149.5	1.415	

No	SECTION	WIDTH	DIST	ARC	ROAD
1	CD	252.50	107	82.22	110.7
2	CD	349.56	20.365	20.975	25
3	CD	219.37	5.3	28.25	80
4	CD	92.41	20.51	20.51	60
5	CD	109.34	9.24		
6	CD	142.22	4.7		
7	CD	174.04	4.7		
8	CD	182.45	28.51	28.53	200
9	CD	189.15	28.705	28.78	180
10	CD	218.51	19.76	20.295	26.5
11	CD	282.94	7.685		
12	CD	349.15	5.575		
13	CD	54.21	60.505	61.86	85
14	CD	169.15	5.585		
15	CD	169.04	74.74	76.415	105
16	CD	359.22	32.385	32.61	80
17	CD	359.22	19.055	19.055	309.5
18	CD	365.17	21.315		
19	CD	192.07	23.78		
20	CD	349.30	14.67	28.56	
21	CD	649.25	28.56		
22	CD	191.94	61.50		
23	CD	1029.05	58.01	69.895	110
24	CD	28.94	63.9		
25	CD	31.25	57.015	58.14	55

Registered: 20/09/2001  
 Title System: TORRENS  
 Purpose: SUBDIVISION  
 Ref. Map: M44-4-X547-7  
 Last Plan: DP 911425  
 DP 1014470

**PLAN OF SUBDIVISION OF LOT 1 IN DP811425 AND LOTS 5, 6 & 7 IN DP1014470**

Legals are in effect. Reduction ratio 1:9 000

L G A: TWEED SHIRE  
 Locality: CASUARINA  
 Parish: CUDGEN  
 County: ROUS

This is sheet 1 of 1 in 5 sheets.  
 (Date of map issue)

2. KENNETH GEORGE BUCKLEY  
 a surveyor registered under the Surveyors Act 1928, hereby certifies that the survey registered in this plan is correct.  
 Application 1786 and 1787 were completed on 12 July 2001.  
 The survey relates to LOTS 1 - 160, NEW ROADS AND CASUARINA, LOT 119, 51, CASUARINA, CUDGEN DISTRICT, LGA OF TWEED SHIRE (LOCAL GOVT) Zone: Suburban  
 Date of Issue: XX-YY (DDMM)

Plans used in preparation of survey/compilation:  
 DP271202  
 DP811225  
 DP1002896  
 DP1014470  
 DP1030322

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

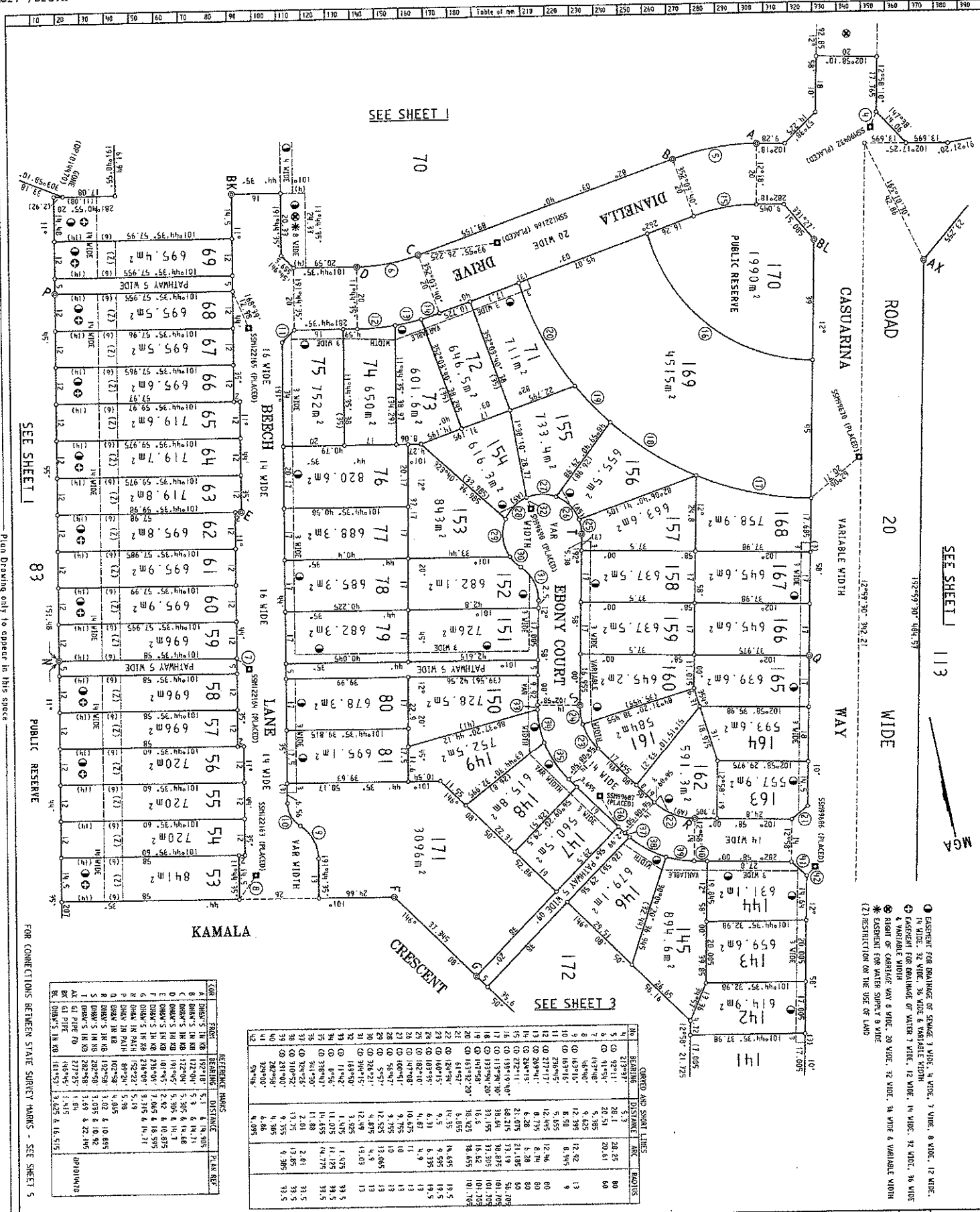
IT IS INTENDED TO DEDICATE TO THE PUBLIC AS ROAD:-  
 CASUARINA WAY,  
 CASUARINA DRIVE,  
 CATHURIN WAY,  
 RIBERRY DRIVE,  
 KAMALA CRESCENT,  
 BEECH LANE,  
 SHE-OAK LANE,  
 CLARA LANE,  
 CONGERA LANE,  
 EBOY COURT,  
 COUGERIE COURT,  
 PETERLE PLACE,  
 PATHWAYS 5 WIDE.

IT IS INTENDED TO CREATE LOT 83 AS PUBLIC RESERVE.  
 LOT 170, LOT 179 AND LOT 180

(CONTINUED SHEET 2)

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



SEE SHEET 1

SEE SHEET 3

SEE SHEET 113

SEE SHEET 1

SEE SHEET 83

FOR CONNECTIONS BETWEEN STATE SURVEY MARKS - SEE SHEET 5

NO	BEARING	DISTANCE	ARC	RADIUS
1	213°31'	5.3	28.1	20.25
2	0°22'11"	20.51	20.51	60
3	0°19'59"	5.385	5.385	60
4	148°00'	5.625	12.82	13
5	0°18'11"	6.375	6.375	60
6	0°35'05"	5.555	12.96	80
7	0°27'17"	12.955	12.96	80
8	0°20'11"	6.375	6.375	60
9	0°28'11"	6.38	6.38	60
10	0°27'11"	21.015	21.015	60
11	0°27'11"	68.215	33.19	101.705
12	0°17'30"	38.64	38.64	101.705
13	0°13'59'20"	33.155	33.155	101.705
14	0°14'58'	16.5	16.5	101.705
15	0°18'22'	38.423	38.423	101.705
16	0°20'11"	14.35	14.35	15.5
17	0°18'15'	9.5	9.5	15.5
18	0°16'15'	6.31	6.31	15.5
19	0°16'10'	4.87	4.87	15.5
20	0°14'08'	10.575	10.575	15.5
21	0°10'51'	9.755	9.755	15.5
22	0°5'57'	12.525	13.065	15.5
23	0°34'15'	4.879	4.879	15.5
24	0°18'50'	3.525	3.525	15.5
25	0°11'42'	11.015	11.015	33.5
26	0°38'47'	14.455	14.455	33.5
27	0°34'19'	11.88	14.775	33.5
28	0°31'26'	2.81	11.225	33.5
29	0°31'02'	13.75	13.75	33.5
30	0°28'40'	9.385	9.385	33.5
31	0°28'40'	9.385	9.385	33.5
32	0°28'40'	9.385	9.385	33.5
33	0°28'40'	9.385	9.385	33.5
34	0°28'40'	9.385	9.385	33.5
35	0°28'40'	9.385	9.385	33.5
36	0°28'40'	9.385	9.385	33.5
37	0°28'40'	9.385	9.385	33.5
38	0°28'40'	9.385	9.385	33.5
39	0°28'40'	9.385	9.385	33.5
40	0°28'40'	9.385	9.385	33.5
41	0°28'40'	9.385	9.385	33.5
42	0°28'40'	9.385	9.385	33.5

NO	BEARING	DISTANCE	ARC	RADIUS
43	0°28'40'	9.385	9.385	33.5
44	0°28'40'	9.385	9.385	33.5
45	0°28'40'	9.385	9.385	33.5
46	0°28'40'	9.385	9.385	33.5
47	0°28'40'	9.385	9.385	33.5
48	0°28'40'	9.385	9.385	33.5
49	0°28'40'	9.385	9.385	33.5
50	0°28'40'	9.385	9.385	33.5
51	0°28'40'	9.385	9.385	33.5
52	0°28'40'	9.385	9.385	33.5
53	0°28'40'	9.385	9.385	33.5
54	0°28'40'	9.385	9.385	33.5
55	0°28'40'	9.385	9.385	33.5
56	0°28'40'	9.385	9.385	33.5
57	0°28'40'	9.385	9.385	33.5
58	0°28'40'	9.385	9.385	33.5
59	0°28'40'	9.385	9.385	33.5
60	0°28'40'	9.385	9.385	33.5
61	0°28'40'	9.385	9.385	33.5
62	0°28'40'	9.385	9.385	33.5
63	0°28'40'	9.385	9.385	33.5
64	0°28'40'	9.385	9.385	33.5
65	0°28'40'	9.385	9.385	33.5
66	0°28'40'	9.385	9.385	33.5
67	0°28'40'	9.385	9.385	33.5
68	0°28'40'	9.385	9.385	33.5
69	0°28'40'	9.385	9.385	33.5
70	0°28'40'	9.385	9.385	33.5
71	0°28'40'	9.385	9.385	33.5
72	0°28'40'	9.385	9.385	33.5
73	0°28'40'	9.385	9.385	33.5
74	0°28'40'	9.385	9.385	33.5
75	0°28'40'	9.385	9.385	33.5
76	0°28'40'	9.385	9.385	33.5
77	0°28'40'	9.385	9.385	33.5
78	0°28'40'	9.385	9.385	33.5
79	0°28'40'	9.385	9.385	33.5
80	0°28'40'	9.385	9.385	33.5
81	0°28'40'	9.385	9.385	33.5
82	0°28'40'	9.385	9.385	33.5
83	0°28'40'	9.385	9.385	33.5

- ⊙ EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE, 4 WIDE, 7 WIDE, 8 WIDE, 12 WIDE, 14 WIDE, 32 WIDE, 36 WIDE & VARIABLE WIDTH
- ⊙ EASEMENT FOR DRAINAGE OF WATER 7 WIDE, 12 WIDE, 14 WIDE, 32 WIDE, 36 WIDE & VARIABLE WIDTH
- ⊙ VARIABLE WIDTH
- ⊙ RIGHT OF CARRIAGE WAY 6 WIDE, 20 WIDE, 32 WIDE, 36 WIDE & VARIABLE WIDTH
- \* EASEMENT FOR WATER SUPPLY 8 WIDE
- (Z) RESTRICTION ON THE USE OF LAND

Reference: DP 1031933  
 Date: 20/9/2001  
 This is sheet 2 of the plan of 5 sheets dated 12 JULY 2001

Prepared by: [Signature]  
 Checked by: [Signature]  
 Drawn by: [Signature]

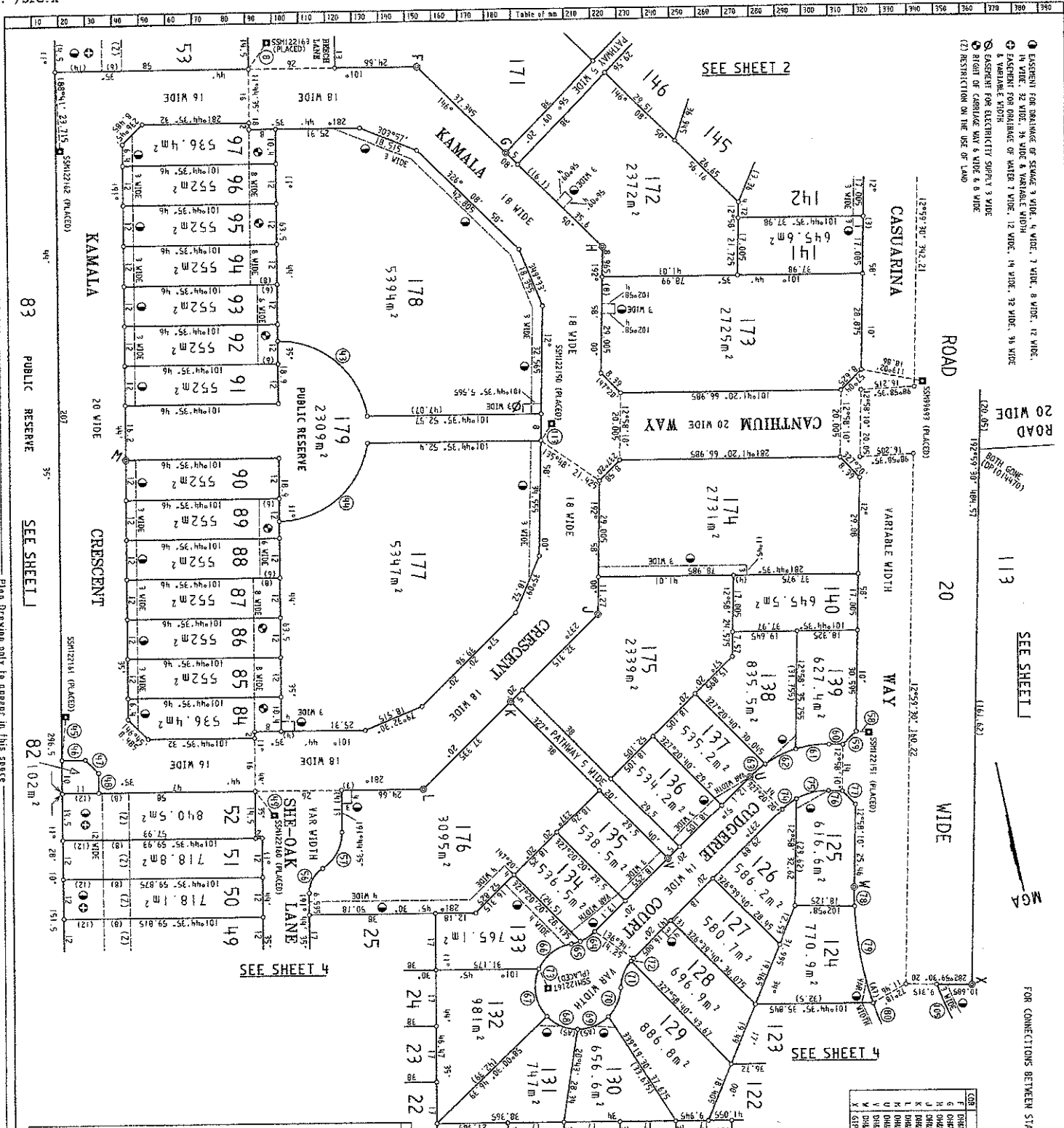
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, AS AMENDED IT IS INTENDED TO-  
 CREATE:  
 1 EASEMENT FOR DRAINAGE OF SEWAGE  
 3 WIDE, 4 WIDE, 7 WIDE, 8 WIDE,  
 12 WIDE, 14 WIDE, 32 WIDE,  
 36 WIDE & VARIABLE WIDTH.  
 2 EASEMENT FOR DRAINAGE OF WATER  
 7 WIDE, 12 WIDE, 14 WIDE,  
 32 WIDE, 36 WIDE & VARIABLE WIDTH.  
 3 EASEMENT FOR ELECTRICITY SUPPLY  
 3 WIDE.  
 4 RIGHT OF CARRIAGE WAY 6 WIDE,  
 20 WIDE, 32 WIDE, 36 WIDE  
 & VARIABLE WIDTH.  
 5 EASEMENT FOR WATER SUPPLY 8 WIDE  
 6 RIGHT OF CARRIAGE WAY 6 WIDE  
 & 8 WIDE.  
 7 RESTRICTION ON THE USE OF LAND.  
 8 RESTRICTION ON THE USE OF LAND.  
 9 RESTRICTION ON THE USE OF LAND.  
 10 RESTRICTION ON THE USE OF LAND.  
 11 RESTRICTION ON THE USE OF LAND.  
 12 RESTRICTION ON THE USE OF LAND.

RELEASE:  
 1 EASEMENT FOR DRAINAGE AND SERVICES  
 20 WIDE (DP1004910).  
 2 EASEMENT TO DRAIN SEWAGE 3 WIDE  
 (DP1004910).  
 3 RIGHT OF CARRIAGE WAY 6 WIDE  
 AND VARIABLE WIDTH (DP1002890).  
 4 EASEMENT FOR SERVICES OVER  
 EXISTING LINE OF PIPE (DP1002890).

Reduction Ratio: 1:800  
 Surveyors Reference: A7/B/21/C (CHCK151)

PLAN FORM 5  
 To be used in conjunction with Plan Form 2  
 WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION  
 FOR CONNECTIONS BETWEEN STATE SURVEY MARKS - SEE SHEET 5

- ① EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE, 4 WIDE, 7 WIDE, 8 WIDE, 12 WIDE, 14 WIDE, 22 WIDE, 24 WIDE & VARIABLE WIDTH
- ② EASEMENT FOR DRAINAGE OF WATER 7 WIDE, 12 WIDE, 14 WIDE, 22 WIDE, 24 WIDE, 34 WIDE
- ③ VARIABLE WIDTH
- ④ EASEMENT FOR ELECTRICITY SUPPLY 3 WIDE
- ⑤ RIGHT OF CARRIAGE WAY 6 WIDE & 8 WIDE
- ⑥ RESTRICTION ON THE USE OF LAND



CDN	MARK	REFERENCE MARK	DISTANCE
1	DBM'S IN 88	238.000	7.065 E 16.595
2	DBM'S IN 88	238.000	3.315 S 14.71
3	DBM'S IN 88	238.000	7.53 S 21.405
4	DBM'S IN 88	327.200	7.015 S 20.595
5	DBM'S IN 88	327.200	3.165 S 19.88
6	DBM'S IN 88	327.200	6.92 E 16.57
7	DBM'S IN 88	281.900	3.025 S 10.465
8	DBM'S IN 88	197.200	3.025 S 10.465
9	DBM'S IN 88	102.700	4.252 S 12.155
10	DBM'S IN 88	124.700	0.593 N 15.71

NO.	BEARING	DISTANCE	ARC	ANGLE
1	64.96°	5.625		
2	142.27°	35.24	38.345	27
3	61.00° 10'	35.24	38.345	27
4	177.94°	17.25		
5	281.44°	7		
6	11.04° 35'	5.655		
7	159.97°	8.305	8.305	9
8	220.13°	8.305	8.305	9
9	220.13°	12.99	12.99	15
10	171.56°	5.655		
11	102.88°	4.245		
12	54.13°	10.245	10.245	31.5
13	62.30°	10.36	10.365	33.5
14	62.30°	6.04	6.04	33.5
15	63.00°	5.255	5.255	13
16	88.45°	2.815	2.815	13
17	2.90°	14.38	15.148	13
18	2.90°	10.15	10.15	13
19	217.21°	3.475	3.475	13
20	217.21°	3.475	3.475	13
21	217.21°	1.01	1.015	13
22	147.90°	6.445		
23	245.13°	5.31	5.355	14.5
24	245.13°	4.245		
25	245.13°	5.155		
26	11.11°	5.755	5.155	100
27	11.11°	29.67	29.78	100
28	108.70°	8.859	8.895	100
29	108.70°	32.388	32.61	80
30	108.70°	5.79		

Registered: **DP1031933** 20/9/2001

This is sheet 3 of the plan of 5 sheets dated 12 JULY 2001

Survey registered with the Surveyor General

This is sheet 3 of the plan of 5 sheets covered by Subdivision Certificate No. C23 of 01

• Other notices if applicable

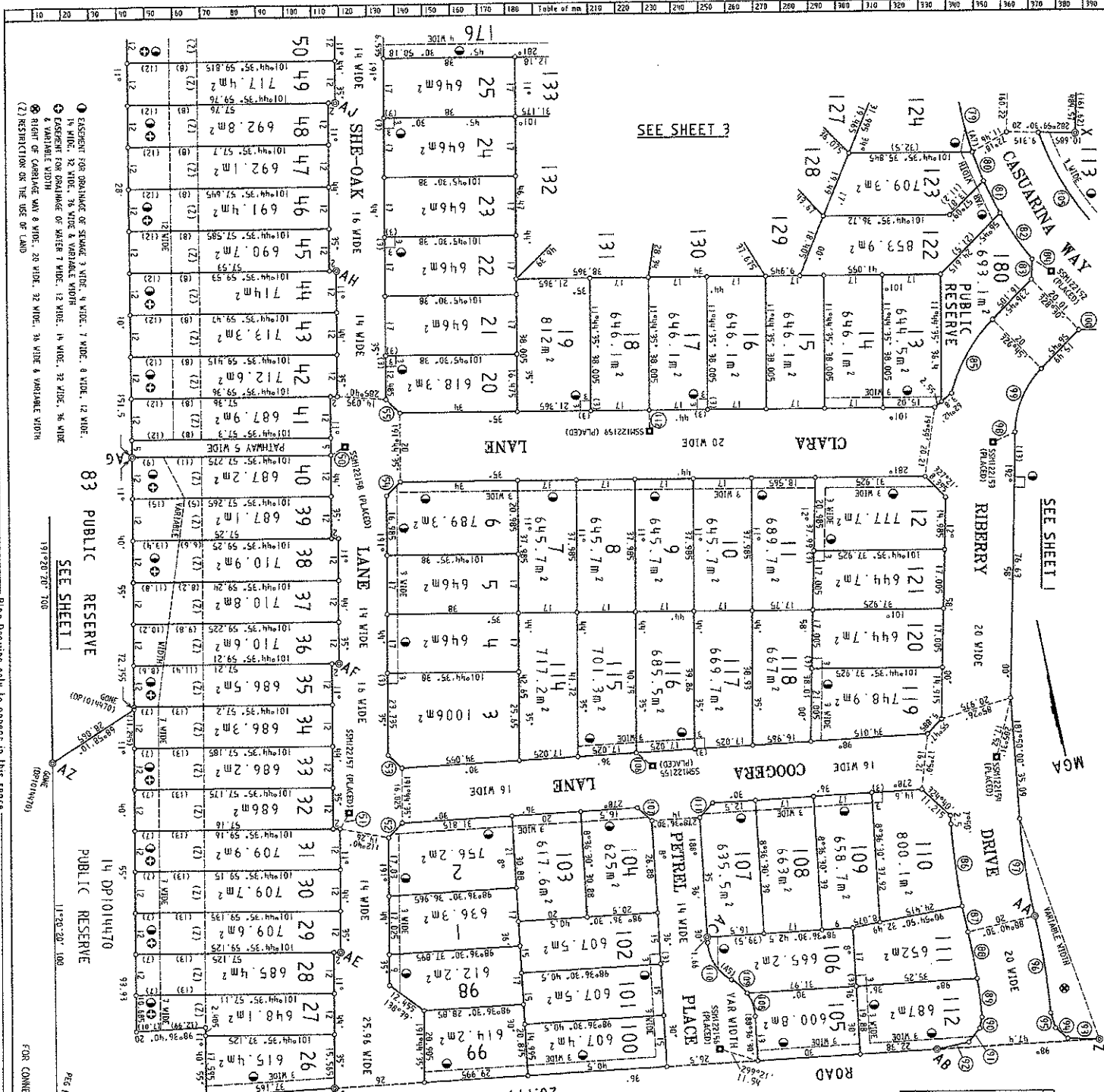
For use where space is insufficient in any part on Plan Form 2.

Reduction Ratio: 1:800

Surveyor's Reference: AB78/228 (CDEKLSTU)

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



- ① EASEMENT FOR DRAINAGE OF STORMWATER 3 METER, 4 METER, 7 METER, 8 METER, 12 METER, 14 METER, 20 METER, 24 METER, 28 METER AND VARIABLE WIDTH
- ② EASEMENT FOR DRAINAGE OF WATERS 7 METER, 12 METER, 14 METER, 20 METER, 24 METER AND VARIABLE WIDTH
- ③ RIGHT OF CARRIAGE WAY 8 METER, 12 METER, 20 METER, 24 METER AND VARIABLE WIDTH
- (2) RESTRICTION ON THE USE OF LAND

Plan Drawing only to appear in this space

FOR CONNECTIONS BETWEEN STATE SURVEY MARKS - SEE SHEET 5

NO.	BEARING	DISTANCE	ARC	RADIUS
50	71.744	5.335		
51	41.949	5.335		
52	235.111	5.81		
53	145.111	5.5		
54	238.945	5.655		
55	148.945	5.655		
56	170.8	28.82		
57	302.55	28.82		
58	302.55	10.405		
59	338.452	16.11		
60	137.55	5.88		
61	134.29	5.695		
62	41.949	24.155		
63	422.30	24.155		
64	95.948	24.155		
65	0.52	13.75		
66	4.52	13.31		
67	23.945	2.3		
68	50.945	2.3		
69	103.945	8.28		
70	142.22	8.28		
71	174.96	7.1		
72	182.45	28.51		
73	183.15	28.51		
74	257.98	28.745		
75	207.94	28.245		
76	207.94	5.575		
77	160.94	32.765		
78	32.765	4.1		
79	32.765	3.959		
80	187.16	7.25		
81	187.16	4.82		
82	187.16	5.075		
83	187.16	13.325		
84	187.16	5.695		
85	187.16	6.09		

NO.	TRIBUT.	REFERENCE MARKS	DISTANCE	PLAN REF.
86	GIP RD (DIST) 10	239.945	0.985	
87	DRIVE 5 IN 80	339.945	16.28	4.25.17
88	DRIVE 5 IN 80	248.945	5.215	4.18.85
89	DRIVE 5 IN 80	248.945	22.105	4.25.73
90	DRIVE 5 IN 80	207.945	3.07	4.27.74
91	DRIVE 5 IN 80	101.945	3.065	4.10.85
92	DRIVE 5 IN 80	101.945	2.93	4.10.85
93	DRIVE 5 IN 80	269.945	32.945	
94	DRIVE 5 IN 80	101.945	2.935	4.10.85
95	DRIVE 5 IN 80	119.945	2.935	4.11.31
96	DRIVE 5 IN 80	119.945	2.935	4.11.31
97	DRIVE 5 IN 80	119.945	1.385	

Reduction Ratio 1:800

Surveyor's Reference: A/B/7/3A (CHECKLIST)

For use where there is insufficient room on Plan Form 2.

Other witnesses as appropriate.

Authorized Personal Representative of the Surveyor General

This is Sheet 4 of the plan of 5 sheets referred to Subdivision Certificate No. C23.

Registered: *[Signature]* 20/9/2001

DP1031933

DP1031933

20/9/2001

This is Sheet 4 of the plan of 5 sheets referred to Subdivision Certificate No. C23.

Registered: *[Signature]* 20/9/2001

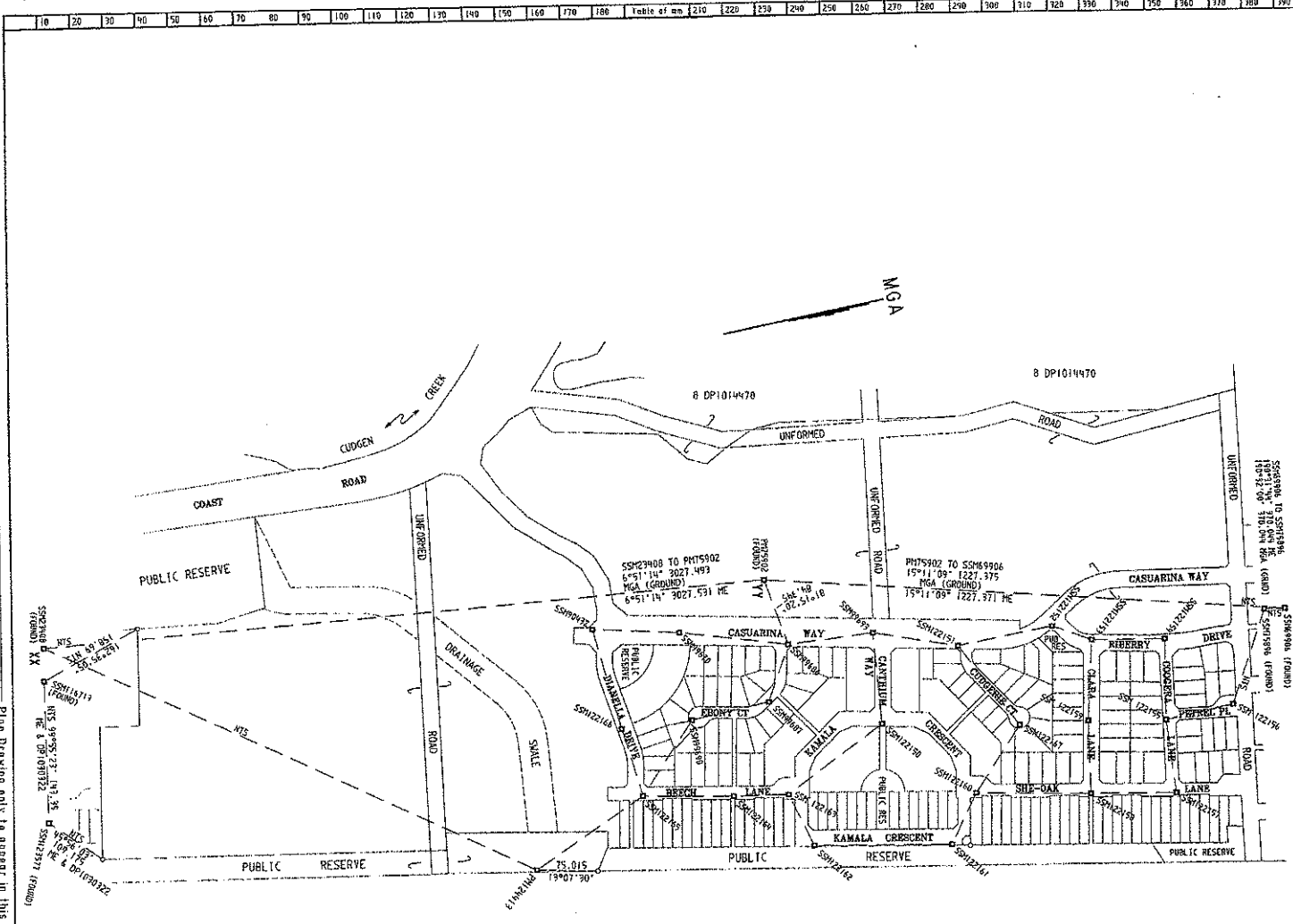
DP1031933

20/9/2001

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY



MARK	EASTING	NORTHING	ZONE	CLASS	ORDER
SMH23008	555609.613	8867210.124	56	B	U
PHTS902	5566059.170	8870219.891	56	B	U
PHTS986	5563112.944	8871035.302	56	B	U
SMH6906	556300.543	8871298.978	56	B	U

COMBINED SEA LEVEL AND SCALE FACTOR 0.999837  
 SOURCE: MGA COORDINATES ADAPTED FROM SURVEYOR GENERAL'S DEPARTMENT  
 DATED 19 FEBRUARY & 20 APRIL 2001

CONNECTIONS BETWEEN PERMANENT MARKS

FROM	TO	BEARING	DISTANCE
SMH12158	SMH12156	176°30'46"	285.727
SMH12158	SMH12155	178°49'32"	84.52
SMH12155	SMH12157	93°29'05"	89.026
SMH12157	SMH12158	91°25'55"	105.756
SMH12158	SMH12156	92°22'57"	191.64
SMH12156	SMH12161	127°05'26"	68.548
SMH12161	SMH12162	91°44'32"	170.13
SMH12162	SMH12163	294°00'50"	69.706
SMH12163	SMH12164	190°28'16"	68.016
SMH12164	SMH12165	192°18'12"	111.675
SMH12165	SMH12166	157°32'22"	158.356
SMH12166	SMH12167	193°43'03"	2737.259
SMH12167	SMH12168	263°08'17"	85.781
SMH12168	SMH12169	266°03'38"	128.301
SMH12169	SMH12170	19°17'22"	107.173
SMH12170	SMH12171	18°27'17"	135.303
SMH12171	SMH12172	261°01'20"	84.345
SMH12172	SMH12173	120°37'30"	74.834
SMH12173	SMH12174	178°53'13"	97.305
SMH12174	SMH12175	135°02'59"	109.903
SMH12175	SMH12176	4°17'58"	105.073
SMH12176	SMH12177	95°05'48"	113.171
SMH12177	SMH12178	195°23'56"	193.285
SMH12178	SMH12179	20°51'25"	106.718
SMH12179	SMH12180	63°49'28"	124.403
SMH12180	SMH12181	134°44'13"	98.807
SMH12181	SMH12182	0°18'23"	118.802
SMH12182	SMH12183	31°11'41"	51.84
SMH12183	SMH12184	104°08'43"	93.843
SMH12184	SMH12185	99°25'28"	88.49
SMH12185	SMH12186	11°20'22"	90.74
SMH12186	SMH12187	100°49'05"	100.189

NOTE  
 THIS SHEET SHOWS CONNECTIONS BETWEEN PERMANENT MARKS ONLY  
 ALL MARKS ARE PLACED UNLESS SHOWN "(FOUND)"  
 EASEMENTS HAVE BEEN OMITTED FOR CLARITY  
 FOR LOT DIMENSIONS - SEE SHEETS 1 TO 4

Register No. **DP 1031933** dated **20/9/2001**

This is sheet **5** of the plan of **5** sheets dated **12 JULY 2001**

Survey registered under the Surveyors Act 1978.

This is sheet **5** of the plan of **5** sheets covered by subdivision certificate No. **623**

of **01**

Authorised Person/Competent Authority

Dated whether in duplicate

For use where state is modified in any part on Plan Form 2.

Reduction Ratio 1:4 000

SURVEYOR'S REFERENCE A678/24A (CHECKLIST)

# DP1031933

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.  
 (Sheet 1 of 15 sheets)

Plan: Subdivision covered by Council's Certificate No **G 23** of 2001

Full name and address of owner of the land: Kings Beach (No. 2) Pty Limited ACN 088 124  
 190 of C/- Consolidated Properties, Level 12,  
 344 Queen Street, Brisbane, Qld, 4000

Full name and address of mortgagee of the land: Westpac Administration Pty Limited ACN 008  
 617 203 of Westpac Legal, Level 5, 1 Farrell  
 Place, Canberra, ACT, 2600

Investment Management Australia Limited ACN  
 088 366 867 of Level 5, Comalco Place, 12  
 Creek Street, Brisbane, Qld, 4000

## Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited Lot(s), bodies or Prescribed Authority:
1	Easement for drainage of sewage 3 wide, 4 wide, 7 wide, 8 wide, 12 wide, 14 wide, 32 wide, 36 wide and variable width.	1-14 (inclusive), 17, 19, 20, 22, 24, 26-81 (inclusive), 84-113 (inclusive), 115-117 (inclusive), 119-125 (inclusive), 128, 130, 131, 133-138 (inclusive), 141-152 (inclusive), 154, 156-169 (inclusive), 171-174 (inclusive), 176, 177, 178	Tweed Shire Council
2	Easement for drainage of water 7 wide, 12 wide, 14 wide, 32 wide, 36 wide and variable width.	27-70 (inclusive)	Tweed Shire Council
3	Easement for electricity supply 3 wide.	178	North Power
4	Right of Carriageway 8 wide, 20 wide, 32 wide, 36 wide and variable width.	113, 70	Tweed Shire Council

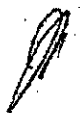
# DP1031933

(Sheet 2 of 15 sheets)

5	Easement for water supply 8 wide.	70	Tweed Shire Council
6	Right of carriageway 6 wide and 8 wide.	84 85 86 87 88 89 92 93 94 95 96 97	85-90 (inclusive) 86-90 (inclusive) 87-90 (inclusive) 88-90 (inclusive) 89, 90 90 91 91, 92 91-93 (inclusive) 91-94 (inclusive) 91-95 (inclusive) 91-96 (inclusive)
7	Restriction(s) on the use of land.	Each lot of 27-69 (inclusive)	Every other lots of 27-69 (inclusive)
8	Restriction(s) on the use of land.	113, 70	Tweed Shire Council
9	Restriction(s) on the use of land.	113, 70	Tweed Shire Council
10	Restriction(s) on the use of land.	1-81 (inclusive), 84-169 (inclusive), 171-178 (inclusive)	Tweed Shire Council
11	Restriction(s) on the use of land.	Each lot	Tweed Shire Council
12	Restriction(s) on the use of land.	Each lot of 1-69 (inclusive), 71-81 (inclusive) 84-112 (inclusive), 114-168 (inclusive).	Every other lot of 1-69 (inclusive), 71-81 (inclusive), 84-112 (inclusive), 114-168 (inclusive)

## Part 1A (Release)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre to be released and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited Lot(s), bodies or Prescribed Authority:
1	Easement for drainage and services 20 wide (DP 1014470)	5/1014470	Tweed Shire Council
2	Easement to drain sewage 3 wide (DP 1014470)	5/1014470 6/1014470	Tweed Shire Council
3	Right of carriage way 46.46 wide and variable (DP 1002896)	7/1014470	Tweed Shire Council





# DP1031933

(Sheet 3 of 15 sheets)

4	Easement for services over existing line of pipe (DP 1002896)	7/1014470	Tweed Shire Council
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## Part 2 (Terms)

1. Terms of easement for electricity supply 3 wide thirdly referred to in the abovementioned plan:  
As set out in registered memorandum 3820073.
2. Terms of right of carriage way 8 wide, 20 wide, 32 wide, 36 wide and variable width fourthly referred to in the abovementioned plan:  
The terms of rights of carriage way detailed in Part 1 of Schedule 4A of the Conveyancing Act 1919 is amended by adding a new paragraph as follows:-  
"The Authority benefited by the right of carriage way may authorise use of the right of carriage way by members of the general public for purposes including a cycle way."
3. Terms of Restriction on Use seventhly referred to in the abovementioned plan:  
On each lot burdened no building, structure or other improvement (except fencing or landscaping) shall be constructed or made between the Eastern boundary of the lot burdened and the broken line designated (Z) on the plan.
4. Terms of Restriction on Use eighthly referred to in the abovementioned plan:  
Direct vehicular access to and from the Coast Road from each lot burdened is prohibited other than from approved junctions.
5. Terms of Restriction on Use ninthly referred to in the abovementioned plan:  
Alteration of the finished ground levels of the acoustical bund within 1 metre of the boundary of the lots burdened and the Coast Road is prohibited.
6. Terms of Restriction on Use tenthly referred to in the abovementioned plan:
  - 6.1 Roof water from dwellings or structures must be discharged to an infiltration pit sized to accommodate the 3 month average recurrence interval storm.
  - 6.2 Any infiltration pit created on a lot burdened shall be approved by the certifying authority that certifies any construction certificate for any dwelling constructed on a lot burdened and any application to the certifying authority for a construction certificate in respect of a dwelling shall be accompanied by a design for the proposed infiltration pit.

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## 7. Terms of Restriction on Use elevenhly referred to in the abovementioned plan:

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

### Vines and Creepers

#### Common Name

Asparagus fern

Balloon vine

Black-eyed Susan

Blue Thunbergia

Cape Ivy

Cats Claw Creeper

Climbing Fig

Climbing Nightshade

Dutchman's Pipe

Flame Flower

Florists Smilax

Japanese Honeysuckle

Kudzo

Madeira Vine

Morning Glory:

Blue morning Glory

Coastal Morning Glory

Purple Morning Glory

Moon Flower

Moth Vine

Passionfruit:

Corky Passionfruit Vine

White Passionfruit Flower

Edible Passionfruit

Skyflower

Thorny Poinciana

#### Species

Asparagus africanus

Asparagus plumosus

Cardiospermum grandiflorum

Thunbergia alata

Thunbergia grandiflora

Delalrea odorata

Macfadyena unguis - cati

Ficus pumila

Solanum seaforthianum

Aristolochia elegans

Pyrostegia venusta

Myrsiphyllum asparagoides

Lonicera japonica

Pueraria lobata

Anredera cordifolia

Ipomea indica

Ipomea cairica

Ipomea purpurea

Ipomea alba

Araujia sericiflora

Passiflora suberosa

Passiflora subpeltata

Passiflora edulis

Duranta spp.

Caesalpinia decapetala

### Groundcovers

Arum Lily

Bugle Lily

Balsam, Busy Lizzie

Blue Periwinkle

Canna Lily

Cardamon Ginger

Coral Berry

Crocosmia

Crucifix Orchid

Elephants Ears

Fishbone Fern

Freckle Face

Glory Lily

Ground Asparagus

Hairy Commelina

Kahili Ginger

White Flowered Ginger

Pink Flowered Ginger

Zantedescantia aethiopica

Watsonia bulbifera

Impatiens walleriana

Vinca major

Canna indica

Alpinia calcarata

Rivina humilis

Crocosmiax crocosmia

Epidendrum sp.

Alocasia aroides

Nephrolepis exalta

Nephrolepis cordifolia

Hypoestes sanguinolenta

Gloriosa superba

Protasparagus aethiopicus

Commelina benghalensis

Hedychium gardnerianum

Hedychium spicatum

Hedychium coxinium

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Mother in Laws Tongue  
Mother of Millions  
Resurrection Plant  
Painted Spurge  
Shasta Daisy  
Silver-leaved

**Desmodium:**

Wandering Jew, Tradie, Striped  
Wandering Jew, Striped Tradie

Sansevieria spp.  
Bryophyllum daigremontiana  
Bryophyllum pinnatum  
Euphorbia cyathophora  
Dendranthema maxima  
Desmodium uncinatum

Tradescantia fluminensis  
Zebrina pendula

**Shrubs**

Ardisia  
Bam Grass  
Bamboo:  
Black Bamboo  
Creeping Bamboo  
Running Bamboo  
Bitou Bush  
Buddleja  
Cassia, Winter Senna

Smooth Senna  
Castor Oil Plant  
Century Plant  
Cestrum:  
Green Cestrum  
Night Cestrum  
Orange Cestrum  
Coffee  
Dombeya  
Honey Locust  
Lantana  
Ochna  
Orange Jessamine

**Privet:**

Large-leaved  
Small-leaved  
Singapore Daisy  
Tobacco Bush

**Trees**

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

Camphor Laurel  
Chinese Elm  
Cockspur Coral Tree  
Coral Tree  
Orange Coral tree  
Cocos Palm,

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

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

Ligustrum lucidum  
Ligustrum sinense  
Wedelia trilobata  
Solanum mauritianum

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

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Queen Palm	
Golden Rain Tree	Koelreuteria paniculata
Golden Trumpet Tree	Tabebuia chrysantha
Guava:	
Cherry Guava	Psidium cattleianum
Large Yellow Guava	Psidium guajava
Icecream Bean	Inga spp.
Jaboticaba	Eugenia jaboticaba
Jacaranda	Jacaranda mimosifolia
Loquat	Eriobotrya japonica
Mexican Tree Fern Tree	Schizolobium parahibum
Mulberry	Morus nigra
	Morus rubra
	Morus alba
Pine Tree	Pinus elliotti
	Pinus patula
	Pinus radiata
	Tipuana tipu
Racehorse Tree,	
Pride of Bolivia	Toxicodendron succedaneum
Rhus tree	Ficus elastica
Rubber Tree	Ailanthus altissima
Tree of Heaven	Schefflera actinophylla
Umbrella Tree	Salix spp.
Willow	

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

8. Terms of Restriction on Use twelfthly referred to in the abovementioned plan:

8.1 **Definitions**

- (1) "AMCORD" means the Australian Model Code of Residential Development;
- (2) "ARC" or "Architectural Review Committee" means a committee nominated by Kings Beach from time to time;

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- (3) **"Beachfront Lot"** means a Lot which fronts the beach, adjoins the beach or is separated from the beach by only an esplanade;
- (4) **"Building Works"** means any works or proposed works in respect of a Lot or Lots including without limitation proposed external construction, alterations, additions, extensions and repairs whether to dwellings or associated structures or buildings, or fences, retaining walls, exterior lighting, driveways or recreational facilities. It includes landscaping and tree planting, painting and repainting;
- (5) **"Building Works Consent Body"** means Kings Beach or the ARC;
- (6) **"Consolidation"** means a proposal by a proprietor of a Lot to consolidate that Lot with one or more other Lots as one land title;
- (7) **"Corner Lot"** means a lot bounded by 2 or more roads where the roads intersect and join;
- (8) **"Council"** means Tweed Shire Council;
- (9) **"Design and Building Standards"** means, in relation to the Main Dwelling and other structures:
- (a) a maximum height of 2 storeys;
  - (b) a rooftop observatory (3rd level) will be allowed (except for Beachfront Lots) if:
    - (i) the Building Works Consent Body deems it to be designed in compliance with Main Dwelling requirements; and
    - (ii) the area of the observatory does not exceed 36 square metres; andin any event, the maximum height must not exceed 12 metres;
  - (c) minimum setback from the Street Front Boundary is 6 metres, except in relation to verandahs, the setback for which must be in accordance with clause 1.1(9)(q);
  - (d) minimum setback from a Secondary Street Boundary of a Corner Lot of 3 metres;
  - (e) minimum Side Boundary setback of 900mm to the fascia and in compliance with Element 5.4; Building Envelope and Siting of AMCORD, except that in relation to:

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- (i) a Non-Beachfront Lot, a side or rear wall of a garage may abut the Side or Rear Boundary and must be constructed of maintenance free materials such as masonry; and
  - (ii) for a Beachfront Lot, a side wall of a garage may abut the Side Boundary and must be constructed of maintenance free materials such as masonry;
- (f) minimum Rear Boundary setback of 6 metres, and in accordance with Element 5.4 - Building Envelope and Siting, of AMCORD. For a Beachfront Lot, the Rear Boundary is the boundary line between the 2(e) Zone and the 7(f) Zone and no setback is required from this line;
- (g) Site Coverage must not exceed 50% of the area of a Lot;
- (h) roofing only of matt finished profiled metal deck (eg. copper, zinc or Colourbond) or flat shingle profile tiles;
- (i) minimum eaves overhang of 600mm;
- (j) no curved or undulating parapets;
- (k) external walls of Main Dwelling only of the following materials:
- (i) masonry finished in a rendered and painted textured finish;
  - (ii) masonry finished in a bagged and painted finish;
  - (iii) fibre cement wall sheeting;
  - (iv) timber shingles; and/or
  - (v) timber weather boards or plywood with a painted or stained finish;
  - (vi) plain brickwork (subject to clause 1.1(9)(l));
  - (vii) metal deck cladding (subject to clause 1.1(9)(m));
- (l) maximum 10% plain brickwork on total area of external wall surfaces and 100% solid construction of walls only with ARC approval;

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- (m) metal deck cladding not to exceed 50% of total area of external wall surfaces;
- (n) external colours to complement the beach surroundings;
- (o) ground floor windows and verandahs suitably screened by dense landscaping or screen fencing to a maximum height of 1.8 metres;
- (p) screening of windows of habitable rooms or balconies on any upper levels with outlook at an angle closer than 45 degrees to a habitable window or balcony of an adjacent dwelling, by one of the following solutions:
  - (i) fixed obscure glazing of that part of the window below 1500mm above floor level; or
  - (ii) fixed external screens; or
  - (iii) sill height above 1500mm from floor level.
- (q) verandah minimum Street Front Boundary setback of 3 metres;
- (r) verandah supports only of timber, galvanized steel or masonry construction and painted or stained of colour compatible with Main Dwelling;
- (s) verandah roof compatible in colour, material and form with Main Dwelling;
- (t) where possible, garages to be located so that they are visually unobtrusive from the street;
- (u) minimum setback for garage from Street Front Boundary of 5 metres;
- (v) minimum of 2 car spaces for a Lot, of these at least 1 must be covered and if dual occupancy, a minimum of 3 car spaces;
- (w) not more than 1 driveway and crossover for each Lot, no wider than 4 metres at the street boundary, with at least 0.75 metres of screen planting between the driveway and the Side Boundary;
- (x) outdoor structures, including pergolas, gazebos and storage shed only constructed of materials complementary to Main Dwelling;

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(y) open-sided pergolas may be built to Side Boundary or Rear Boundary only if no greater than 5 metres in length and they do not impede a Lot's amenity or view;

(z) driveways finished only with:

- (i) masonry/clay pavers;
- (ii) exposed aggregate concrete finish;
- (iii) sleepers or timber boards;
- (iv) gravel; or
- (v) coloured concrete with inserts;

provided that finishes over Council's nature-strip are to comply with Council's "Access to Property" policy;

(aa) fencing for a Non-Beachfront Lot, (which is not a Corner Lot) as follows:

- (i) to Street Front Boundary to maximum height of 1.2 metres, no more than 75% solid construction and constructed only from timber, brushwood or masonry (metal railings permitted);
- (ii) Side Boundary fencing to maximum height of 1.2 metres from Street Front Boundary to building line and maximum height of 1.8 metres for remaining length of Lot, constructed only from timber, brushwood or masonry.
- (iii) Rear Boundary Fencing to a maximum height of 1.8 metres and constructed only from timber, brushwood or masonry.

(bb) fencing for a Beachfront Lot as follows:

- (i) to Street Front Boundary to maximum height of 1.2 metres, no more than 75% solid construction and constructed only from timber, brushwood or masonry (metal railings permitted).




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

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- (a) Sketch review application form as nominated by Kings Beach from time to time;
  - (b) Schematic design drawings including a site plan to scale 1:200 showing:
    - Northpoint;
    - Property lines with metes and bounds;
    - Building setbacks dimensioned;
    - Building footprint with entries, verandahs, balconies, terraces, pools, pergolas and overhangs shown;
    - Location of parking and garages;
    - Driveways, paths, landscaping and retaining walls;
  - (c) Floor plans and roof plans (to scale 1: 100);
  - (d) Elevation plan (scale 1: 100) showing materials and colours to be used, floor to floor heights, height to eaves and overall height from natural ground level, roof pitches and signage.
- (19) "Rear Boundary" means any boundary line, or part which coincides with the alignment of another property or public open space furthest away from the street;
- (20) "Secondary Street Boundary" means any boundary line, or part, which coincides with the alignment of a street which is not the Primary Street Boundary;
- (21) "Side Boundary" means any boundary line or part, which coincides with the alignment of another Lot;
- (22) "Site Coverage" means that portion of a Lot which is covered by a building or other structure having an impervious roof, including balconies and eaves;
- (23) "Street Front Boundary" means any boundary line, or part, of a Lot which coincides with the alignment of a primary street;
- (24) "Temporary Structures" means Building Works which do not comply with Design Standards, but have approval of the Building Works Consent Body and are associated with construction of Building Works which comply with Design and Building Standards and have the approval of the Building Works Consent Body;
- (25) "Variation" means consent by the Building Works Consent Body to Building Works which are inconsistent with the Design and Building Standards;
- (26) "2(e) Zone" means the 2(e) (Residential Tourist) Zone under the Tweed Local Environment Plan 1987;
- 

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- (27) "7(f) Zone" means the 7(f) (Environmental Protection (Wetlands)) Zone and 7(f) (Environmental Protection (Coastal Lands)) Zone under the Tweed Local Environmental Plan 1987 as these may apply to the Lots.

## 8.2 Restriction

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

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

## 9.3 Amendments

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

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

## 9.4 Severability

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

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

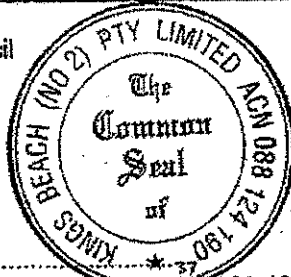
Tweed Shire Council

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

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

Name of Person empowered to release, vary or modify restriction seventhly, eighthly, ninthly, tenthly and eleventhly referred to in the abovementioned plan:

Tweed Shire Council



*[Signature]*  
Director

*[Signature]*  
Director

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

*[Handwritten mark]*

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(Sheet 15 of 15 sheets)

Westpac Administration Pty Limited  
by its attorney Gillian Brown  
Partner Minter Ellison Lawyers

*Gillian Brown*  
Westpac Administration Pty Limited  
under Power of Attorney Registered  
NO 319 Book 4285.

*Clive Douglas Schultz*  
CLIVE DOUGLAS SCHULTZ DIRECTOR

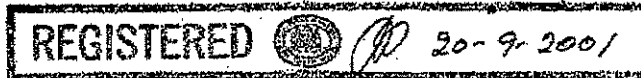
Investment Management Australia Limited

*Anne Mary Embleton*  
ANNE MARY EMBLETON SECRETARY

~~Twedd Shire Council~~



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# Planning Certificate under Section 10.7 (formerly Section 149)

*Environmental Planning and Assessment Act, 1979*

Land No. 71459

<b>Applicant:</b>	Megan Middleton Conveyancing 2b/11 Banksia Drive BYRON BAY NSW 2481	<b>Certificate No:</b>	ePlanCer24/0154
		<b>Date of Issue:</b>	22/01/2024
		<b>Fee Paid:</b>	\$67.00
		<b>Receipt No:</b>	

**Your Reference:**  
**eCustomer Reference:** Peacock  
**Property Description:** Lot 8 SP 74887; No. 8/1-7 Canthium Way CASUARINA

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

## ITEM 1

### Names of relevant planning instruments and development control plans

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

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

### Item 1(1)

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

Tweed Shire LEP 2014

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

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

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

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

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

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

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

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

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

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

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

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

State Environmental Planning Policy (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 B5 - Casuarina Beach

Section B9 - Tweed Coast Strategy

## ITEM 2

### Zoning and land use under relevant planning instruments

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

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

#### **Item 2(a-c)**

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

#### **Zone R1 General Residential**

##### **1 Objectives of zone**

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

##### **2 Permitted without consent**

Environmental facilities; Environmental protection works; Home occupations

##### **3 Permitted with consent**

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

##### **4 Prohibited**

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



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

[End of Zone R1 Table]

**Item 2(d)**

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

Not applicable.

**Item 2(e) - Biodiversity Value:**

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

**Item 2(f) - Conservation Area:**

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

**Item 2(g) - Item of Environmental Heritage:**

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

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

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

**ITEM 3**

**Contributions Plans:**

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

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

Section 94 Plan No 4 - Tweed Road Contribution Plan

Section 94 Plan No 11 - Tweed Shire Library Facilities

Section 94 Plan No 12 - Bus Shelters

Section 94 Plan No 13 - Eviron Cemetery

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

Section 94 Plan No 19 - Casuarina Beach/Kings Forest

Section 94 Plan No 22 - Cycleways

Section 94 Plan No 26 - Shirewide/Regional Open Space

Section 94 Plan No 32 - Developer Contributions for Heavy Haulage

**ITEM 4**

**Complying Development**

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

### **Part 3 Housing Code**

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

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

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

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

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

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

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

### **Part 4 Housing Alterations Code**

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

### **Part 4A General Development Code**

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

### **Part 5 Industrial and Business Alterations Code**

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

### **Part 5A Industrial and Business Buildings Code**

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

### **Part 5B Container Recycling Facilities Code**

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

### **Part 6 Subdivisions Code**

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

### **Part 7 Demolition Code**

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

### **Part 8 Fire Safety Code**

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

### 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 property is not affected.

**Aircraft Noise:**

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

**Any Other Risk:**

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

- **Cattle Tick Dip Sites:**

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

**ITEM 11**

**Bush Fire Prone Land**

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

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

## ITEM 12

### Loose-fill asbestos insulation

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

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

## ITEM 13

### Mine Subsidence:

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

No

## ITEM 14

### Paper subdivision information

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

There is no paper subdivision information relating to this land.

## ITEM 15

### Property Vegetation Plans

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

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

## ITEM 16

### Biodiversity Stewardship Sites:

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

**Note—**

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

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

## ITEM 17

### Biodiversity certified land:

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

**Note—**

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

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

## ITEM 18

### Orders under Trees (Disputes between Neighbours) Act 2006

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

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

## ITEM 19

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

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

(2) In this section—

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

**Note—**

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

The subject site is not affected by any Annual Charges for coastal protection services under the *Local Government Act 1993*.

## ITEM 20

### Western Sydney Aerotropolis

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

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

Not applicable to Tweed Shire.

## ITEM 21

### Development consent conditions for seniors housing



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

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

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

## ITEM 22

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

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

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

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

#### Item (2)

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

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

#### Item (3)

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

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

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

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

#### (a) Significantly Contaminated Land



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

**(b) Management Order**

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

**(c) Approved Voluntary Management Proposal**

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

**(d) Ongoing Maintenance Order**

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

**(e) Site Audit Statement**

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

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

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

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

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

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

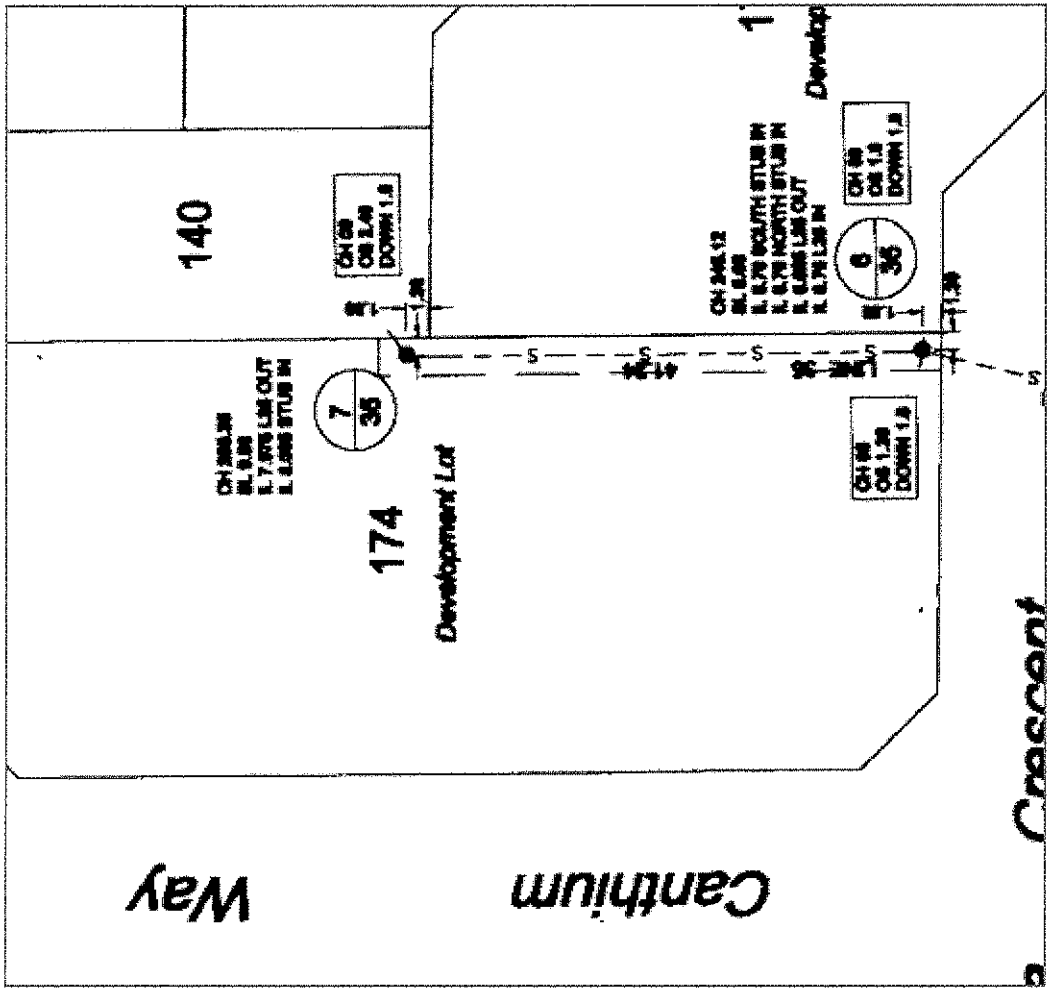
*Council draws your attention to Section 10.7(6) which states that a Council shall not incur any liability in respect of any advice provided in good faith pursuant to subsection (5).*

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



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

Per .....



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





Revenue

Enquiry ID 4047821  
Agent ID 81429403  
Issue Date 23 Jan 2024  
Correspondence ID 1778607059  
Your reference 20242130

INFOTRACK PTY LIMITED  
GPO Box 4029  
SYDNEY NSW 2001

**Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956.***

**Property Tax status Certificate under section 49 of the *Property Tax (First Home Buyer Choice) Act, 2022.***

This information is based on data held by Revenue NSW.

---

Land ID	Land address	Taxable land value	Property Tax Status
S74887/8	Unit 8, 1-7 CANTHIUM WAY CASUARINA 2487	\$253 333	Not Opted In

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2024 tax year.

If the property is opted in, the owner of the land will need to arrange for the charge to be removed. Please call us on 1300 135 195.

---

Yours sincerely,

Scott Johnston

Chief Commissioner of State Revenue

## Important information

### Who is protected by a clearance certificate?

A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

### When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

**Note:** A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

### When is a certificate not clear from land tax?

Under section 47 of the *Land Tax Management Act 1956*, land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

### How do I clear a certificate?

A charge is removed for this property when the outstanding land tax amount is processed and paid in full. Payment can be made during settlement via an accepted Electronic Lodgement Network or at an approved settlement room.

To determine the land tax amount payable, you must use one of the following approved supporting documents:

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

### How do I get an updated certificate?

A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at [www.revenue.nsw.gov.au/taxes/land/clearance](http://www.revenue.nsw.gov.au/taxes/land/clearance).

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

### Land value, tax rates and thresholds

The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at [www.revenue.nsw.gov.au](http://www.revenue.nsw.gov.au).

## Contact details



Read more about Land Tax and use our online service at [www.revenue.nsw.gov.au](http://www.revenue.nsw.gov.au)



1300 139 816\*



Phone enquiries  
8:30 am - 5:00 pm, Mon. to Fri.

\* Overseas customers call +61 2 7808 6906  
Help in community languages is available.

## REQUISITIONS ON TITLE

**Vendor: Peacock**

**Purchaser:**

**Property: 8/1-7 Canthium Way, Casuarina NSW 2487**

**Date:**

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

### **All properties:**

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

### **If Strata/community title:**

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