

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	LS Properties (Attn: Leanne Morris) Shop 13, 2/6 Pandanus Parade, Cabarita Beach NSW 2488 Email: leanne@lsproperties.com.au	
co-agent		
vendor	Francisco Javier Perez and Trudy Jean Stokes 13 Sea Eagle Court, Casuarina NSW 2487	
vendor's solicitor	Tarulli Lane Lawyers PO Box 1491, Kingscliff NSW 2487 Email: shona@tarullilane.com.au	Phone: 0438 623 389 Ref: ST:ST:T:609
date for completion	42nd day after the contract date (clause 15)	
land (address, plan details and title reference)	13 Sea Eagle Court, Casuarina NSW 2487 LOT 14 IN DEPOSITED PLAN 1231670	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

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

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

buyer's agent

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

SIGNING PAGE

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

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land	<input type="checkbox"/> 33 property certificate for strata common property
<input checked="" type="checkbox"/> 2 plan of the land	<input type="checkbox"/> 34 plan creating strata common property
<input type="checkbox"/> 3 unregistered plan of the land	<input type="checkbox"/> 35 strata by-laws
<input type="checkbox"/> 4 plan of land to be subdivided	<input type="checkbox"/> 36 strata development contract or statement
<input type="checkbox"/> 5 document to be lodged with a relevant plan	<input type="checkbox"/> 37 strata management statement
<input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979	<input type="checkbox"/> 38 strata renewal proposal
<input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)	<input type="checkbox"/> 39 strata renewal plan
<input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)	<input type="checkbox"/> 40 leasehold strata - lease of lot and common property
<input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)	<input type="checkbox"/> 41 property certificate for neighbourhood property
<input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract	<input type="checkbox"/> 42 plan creating neighbourhood property
<input type="checkbox"/> 11 <i>planning agreement</i>	<input type="checkbox"/> 43 neighbourhood development contract
<input type="checkbox"/> 12 section 88G certificate (positive covenant)	<input type="checkbox"/> 44 neighbourhood management statement
<input type="checkbox"/> 13 survey report	<input type="checkbox"/> 45 property certificate for precinct property
<input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i>	<input type="checkbox"/> 46 plan creating precinct property
<input type="checkbox"/> 15 occupation certificate	<input type="checkbox"/> 47 precinct development contract
<input type="checkbox"/> 16 lease (with every relevant memorandum or variation)	<input type="checkbox"/> 48 precinct management statement
<input type="checkbox"/> 17 other document relevant to tenancies	<input type="checkbox"/> 49 property certificate for community property
<input type="checkbox"/> 18 licence benefiting the land	<input type="checkbox"/> 50 plan creating community property
<input type="checkbox"/> 19 old system document	<input type="checkbox"/> 51 community development contract
<input type="checkbox"/> 20 Crown purchase statement of account	<input type="checkbox"/> 52 community management statement
<input type="checkbox"/> 21 building management statement	<input type="checkbox"/> 53 document disclosing a change of by-laws
<input checked="" type="checkbox"/> 22 form of requisitions	<input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement
<input type="checkbox"/> 23 <i>clearance certificate</i>	<input type="checkbox"/> 55 document disclosing a change in boundaries
<input type="checkbox"/> 24 land tax certificate	<input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015
Home Building Act 1989	<input type="checkbox"/> 57 information certificate under Community Land Management Act 2021
<input type="checkbox"/> 25 insurance certificate	<input type="checkbox"/> 58 disclosure statement - off-the-plan contract
<input type="checkbox"/> 26 brochure or warning	<input type="checkbox"/> 59 other document relevant to off-the-plan contract
<input type="checkbox"/> 27 evidence of alternative indemnity cover	Other
Swimming Pools Act 1992	<input type="checkbox"/> 60
<input type="checkbox"/> 28 certificate of compliance	
<input type="checkbox"/> 29 evidence of registration	
<input type="checkbox"/> 30 relevant occupation certificate	
<input type="checkbox"/> 31 certificate of non-compliance	
<input type="checkbox"/> 32 detailed reasons of non-compliance	

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

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

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

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

9 Purchaser's default

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

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

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

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

24 Tenancies

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

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

13 SEA EAGLE CT, CASUARINA 2487

SPECIAL CONDITONS

1. Agent's Commission

The purchaser:

- (a) warrants to the vendor that it has not been introduced to the sale of the property directly or indirectly through the services of any agent other than the vendor's agent or co agent (if any); and
- (b) indemnifies the vendor against any Claims incurred by the vendor, including payment of commission or any expenses to any real estate agent, which is due to the purchaser's breach of the warranty in clause 1(a).

The provisions of this special condition 1 does not merge on completion.

2. Notice to Complete

- (a) Notice to complete If this contract is not completed by 5.00 pm on the completion date, the party not in default may serve a notice to complete on the defaulting party any time after 5.00 pm on the completion date. The notice:
 - (i) must require the defaulting party to complete the contract not less than 14 days after service of the notice; and
 - (ii) may be withdrawn at any time by the party that served it, without prejudice to its right to serve a further notice under this special condition 2.
- (b) Where a party serves a Notice to Complete pursuant to special condition 2 of this Contract, the non-defaulting party must pay the Vendor's legal fees in an amount of \$440 inclusive of GST.

3. Interest for late completion

Without limiting any other right of the vendor, if completion of this contract takes place after the completion date, it is an essential term of this contract that, on completion, the purchaser must pay interest to the vendor calculated on the unpaid balance of the price at the rate of 8% per annum on a daily basis from but excluding the completion date to and including the date on which this contract is completed. The purchaser need not pay interest for any period where the delay in completion is caused by the vendor.

4. Amendments to printed conditions

The printed conditions are amended by:

- (a) amending printed condition 7.1.1 to delete the words "5% of the price" and insert "\$500";
- (b) printed condition 7.1.3 is amended by deleting "14 days" and substituting "7 days";
- (c) printed condition 8.1.1 is varied by deleting the words "...on reasonable grounds,...";
- (d) inserting "or objection" after the word "claim" in the first line of printed condition 10.1;
- (e) inserting "nor delay settlement" after the word "terminate" at printed condition 10.1;
- (f) deleting from printed condition 10.1.8 the words "the substance of either which is disclosed in this contract";
- (g) deleting printed conditions 12.1 and 12.2; and
- (h) deleting printed condition 16.12 is deleted.
- (i) deleting the words 'The purchaser does not have to complete earlier than 7 days after service of the certificate and clause 21.3 does not apply to this provision' at printed condition 23.14.
- (j) deleting printed condition 31.4.
- (k) deleting the words 'and 31.4' at printed condition 31.5.

5. Death, bankruptcy or insolvency

- (a) If before completion either party (and if more than one, any of them) being a natural person:
 - (i) dies; or
 - (ii) becomes mentally ill; or

- (iii) becomes the subject of orders under the NSW Trustee and Guardian Act 2009 or the Guardianship Act 1987; or
- (iv) is declared bankrupt or enters into any scheme of arrangement or makes any assignment for the benefit of creditors,

then the non-defaulting party may rescind this contract by serving written notice on the defaulting party's solicitor. The provisions of clause 19 will then apply.

- (b) If before completion a party (and if more than one, any of them) being a corporation:
 - (i) resolves to go into liquidation; or
 - (ii) has an application or petition presented for its winding up; or
 - (iii) enters into any scheme of arrangement with its creditors under Part 5.1 of the Corporations Act 2001 (Cth); or
 - (iv) has appointed any administrator, liquidator, receiver or receiver and manager,then that party is deemed to be permanently in default of an essential condition of this contract.

6. No Warranty by the Vendor as to Use of the Property

- (a) The Purchaser warrants that it has satisfied itself on all matters regarding:
 - a. the use of the Property;
 - b. the condition of the Property; and
 - c. any matter affecting the Property that may be adverse to the Purchaser's interests,and accepts the Property and inclusions on an 'as is, where is' basis.
- (b) The Vendor gives no warranty as to the use to which the Property may be lawfully used.
- (c) By entering this contract, the Purchaser warrants that they do so with full knowledge and subject to any prohibition or restriction upon use of the Property, whether under any Act, Ordinance, Regulation, By-law, Local Environmental Plan, Interim Development Order, Order of the Court, or otherwise.
- (d) In circumstances where the Vendor has put the Property to a use that is only permissible with consent of an authority under any Act, Ordinance, Regulation, By-law, Local Environmental Plan, Interim Development Order, Order of the Court or otherwise, the Purchaser must obtain such consent at the Purchaser's own expense.
- (e) Completion of this contract will not be conditional upon the Purchaser obtaining the consent mentioned in clause 6(d).
- (f) Subject to the provisions of this Contract, Section 52A(2)(b) of the Conveyancing Act, 1919 and the Regulations under that Act and to the Conveyancing (Sale of Land) Regulation 2017, the Purchaser acknowledges and agrees that:
 - (i) the Purchaser buys the property together with the improvements thereto and any items included in the sale relying upon the Purchaser's own knowledge inspection and inquiries and does not rely on and has not been induced to enter into this contract on any warranties, representations or statements made by or on behalf of the Vendor;
 - (ii) any warranties by or on behalf of the Vendor, express or implied, as to any purpose for which the property or as to any purpose for which any building which is or may be erected on the property can be used are expressly negated; and
 - (iii) no objection or requisition or claim for compensation will be made by the Purchaser in respect of, nor will the Purchaser be entitled to rescind this Contract or delay completion by reason of, any of the following matters:
 - A. the condition of the property, improvements and inclusions;
 - B. lost, damage, dilapidation, mechanical breakdown or defect, whether latent or patent, which may affect the property, improvements or inclusions between the Contract date and completion;
 - C. the condition, existence or non-existence of services; or
 - D. the condition, existence or non-existence of fences.

- (iv) The Property is purchased in its present state and condition and the Purchaser cannot require the Vendor to carry out any work to the property or to compensate the Purchaser for carrying out work to the property, improvements or inclusions.

7. Solar panels

If there are solar panels installed on the roof of the dwelling, the parties agree as follows:

- (a) whether or not any benefits currently provided to the Vendor by agreement with the current energy supplier with respect to feed-in tariffs pass with the sale of this Property is a matter for enquiry and confirmation by the Purchaser;
- (b) the Purchaser agrees that they will negotiate with the current energy supplier or an energy supplier of their choice with respect to any feed-in tariffs for the electricity generated or any other benefits provided by the said solar panels and the Purchaser shall indemnify and hold harmless the vendor against any claims for any benefits whatsoever with respect to the said solar panels; and
- (c) the Vendor makes no representations or warranties with respect to the solar panels in relation to their condition, state of repair, fitness for the purposes for which they were installed, the input to the electricity grid or any benefits arising from any electricity generated by the said solar panels.

8. Building Certificates

- (a) Notwithstanding any applicable law, The Purchaser acknowledges that this contract is not conditional upon the issue of any certificate by the relevant Local Council, or any other authority.
- (b) Should the Purchaser apply for any such certificate referred to in clause 8(a) prior to completion and such authority refuses to issue any certificate for any reason or requires work to be done before it issues any such certificate (**Work**), the Purchaser shall not be entitled to rescind, make a claim or requisition or terminate and shall not require the Vendor to comply with any notice.
- (c) The Purchaser indemnifies the Vendor for any Work required to be undertaken as a result of any enquiries that the Purchaser makes pursuant to special condition 8(b) of this Contract and shall remedy the reason or do the work to comply with any notice referred to in special condition 8(b) at their own expense.

9. Requisitions on Title

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

REQUISITIONS ON TITLE

The following requisitions do not cover matters that are normally covered by pre contract enquiries, the law and the contract. A vendor who supplies a deliberately false answer to a requisition is liable in damages for deceit if the answer is intended to, and does, induce the purchaser to complete. This extends not only to the original replies, but to situations where the vendor is unaware of the error when delivering answers but discovers the error before settlement and fails to disclose the truth to the purchaser.

All properties

1. Are there any restrictions on the right of the registered proprietor to convey to the purchaser the property and inclusions free of encumbrances and with vacant possession? **Not to the vendor's knowledge, but purchaser to rely on its own enquiries.**
2. Are there any encroachments by or upon the property? **Not to the vendor's knowledge, but purchaser to rely on its own enquiries.**
3. Has the construction and use of the improvements erected on the property been approved by the responsible authorities and comply with their requirements? **Insofar as the vendor is aware, subject to any disclosures (including occupancy/part occupancy certificates annexed to or forming part of this contract).**
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? **Not to the vendor's knowledge, but purchaser to rely on its own enquiries.**
5. Are there any advices, proposals, enquiries, notices, claims or disputes that might affect the property? **Not to the vendor's knowledge, but purchaser to rely on its own enquiries.**



FOLIO: 14/1231670

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
1/12/2023	9:50 AM	2	5/10/2017

LAND

LOT 14 IN DEPOSITED PLAN 1231670
AT CASUARINA
LOCAL GOVERNMENT AREA TWEED
PARISH OF CUDGEN COUNTY OF ROUS
TITLE DIAGRAM DP1231670

FIRST SCHEDULE

FRANCISCO JAVIER PEREZ
IN 1/100 SHARE
TRUDY JEAN STOKES
IN 99/100 SHARE
AS TENANTS IN COMMON (T AM778203)

SECOND SCHEDULE (12 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 DP1027531 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (9) IN THE S.88B INSTRUMENT
- 3 DP1027531 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (11) IN THE S.88B INSTRUMENT
- 4 DP1027531 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (12) IN THE S.88B INSTRUMENT
- 5 DP1231670 EASEMENT TO DRAIN SEWAGE 3 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 DP1231670 POSITIVE COVENANT REFERRED TO AND NUMBERED (4) IN THE S.88B INSTRUMENT
- 7 DP1231670 POSITIVE COVENANT REFERRED TO AND NUMBERED (5) IN THE S.88B INSTRUMENT
- 8 DP1231670 EASEMENT FOR BATTER VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 9 DP1231670 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (8) IN THE S.88B INSTRUMENT
- 10 DP1231670 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (9) IN THE S.88B INSTRUMENT
- 11 DP1231670 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (10) IN THE S.88B INSTRUMENT
- 12 AM778204 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

END OF PAGE 1 - CONTINUED OVER

FOLIO: 14/1231670

PAGE 2

NOTATIONS

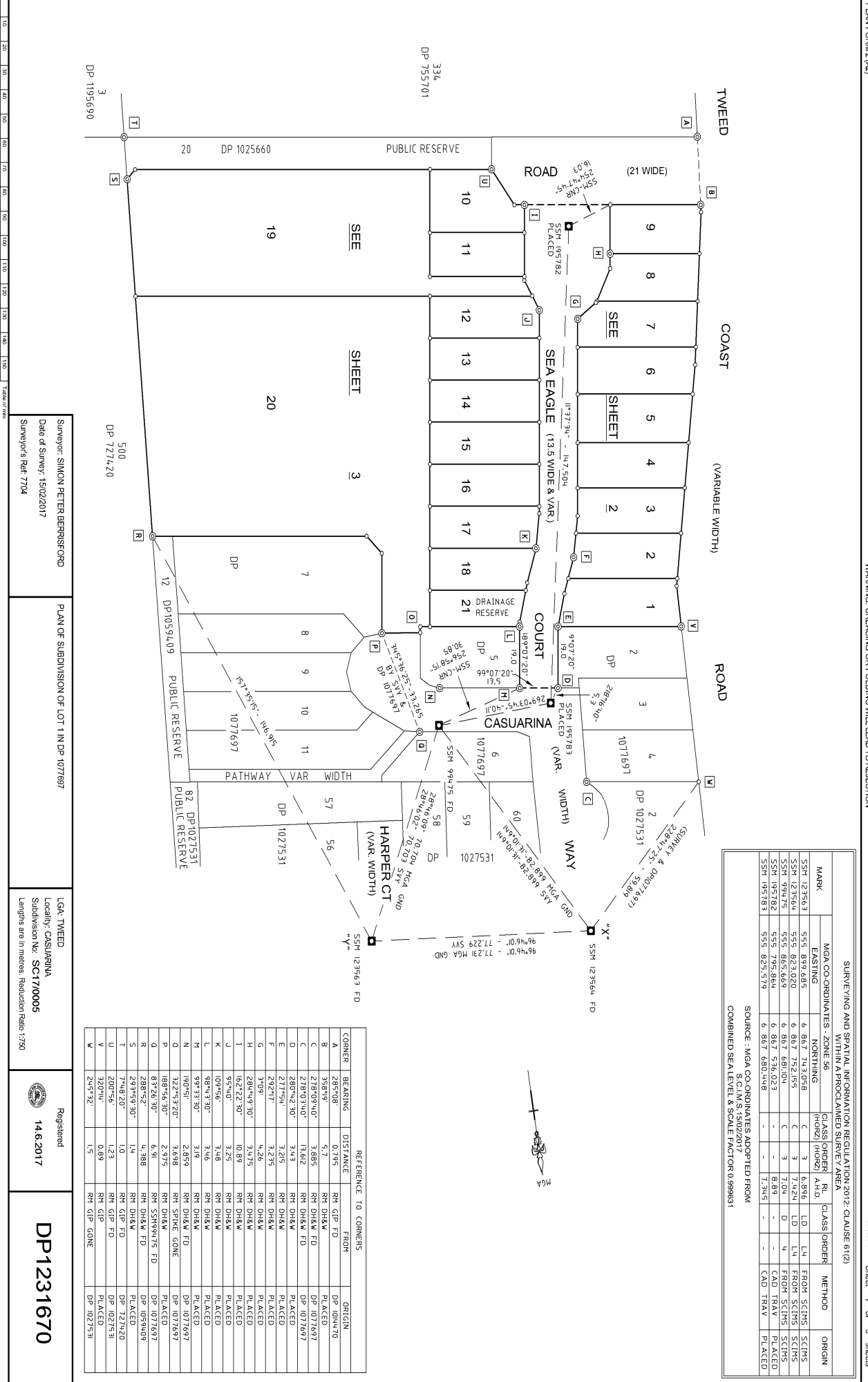
UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

ST:T:609

PRINTED ON 1/12/2023

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



SURVEYING AND SPATIAL INFORMATION REGULATION 2012: CLAUSE 61(2)
 WITHIN A PROCLAIMED SURVEY AREA

MARK	MGA CO-ORDINATES - ZONE 56 EASTING	NORTHING	CLASS ORDER A.H.D.	R.L.	CLASS ORDER	METHOD	ORIGIN
555 8914 685	6 867 713.058	C	3	6.896	LD	FROM SCIMS	SCIMS
555 8231 020	6 867 752.195	C	3	7.024	LD	FROM SCIMS	SCIMS
555 8651 669	6 867 681.004	C	3	7.004	D	FROM SCIMS	SCIMS
555 795 864	6 867 536.023	-	-	6.899	-	FROM TRAV	PLACED
555 8251 379	6 867 680.148	-	-	7.245	-	FROM TRAV	PLACED

SOURCE : MGA CO-ORDINATES ADOPTED FROM
 SCIMS 15/02/2017
 COMBINED SCALE LEVEL & SCALE FACTOR 0.999831

Surveyor: SIMON PETER BERNSFORD
 Date of Survey: 15/02/2017
 Surveyor's Ref: 7704

PLAN OF SUBDIVISION OF LOT 1 IN DP 1077687

LSA: TWEED
 Locality: CASUARINA
 Subdivision No: SC17/0005
 Lengths are in metres. Reduction Ratio 1/750

Registered
 14.6.2017

DP1231670


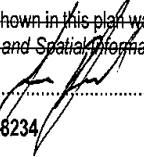

REFERENCE TO CORNERS

CORNER	BEARING	DISTANCE	FROM	ORIGIN
A	289°10'	0.795	RM GIP FD	DP 1004110
B	358°19'	5.715	RM DH&W	PLACED
C	278°03'40"	3.685	RM DH&W FD	DP 1071697
D	268°42'40"	13.802	RM DH&W FD	DP 1071697
E	297°54'	3.216	RM DH&W	PLACED
F	292°17'	3.295	RM DH&W	PLACED
G	3°00'	4.26	RM DH&W	PLACED
H	280°49'30"	3.475	RM DH&W	PLACED
I	162°22'30"	10.89	RM DH&W	PLACED
J	95°40'	3.25	RM DH&W	PLACED
K	109°56'	3.48	RM DH&W	PLACED
L	98°43'30"	3.16	RM DH&W	PLACED
M	99°33'30"	3.19	RM DH&W	PLACED
N	140°51'	2.859	RM DH&W FD	DP 1071697
O	322°53'20"	3.648	RM SP/KE GONE	DP 1071697
P	188°56'30"	2.975	RM DH&W	PLACED
Q	83°26'30"	6.91	RM SP/KE GONE	DP 1071697
R	288°52'	4.388	RM DH&W FD	DP 1059409
S	293°59'30"	1.4	RM DH&W	PLACED
T	7°48'20"	1.0	RM GIP FD	DP 1271420
U	200°56'	1.23	RM GIP FD	DP 1027531
V	320°14'	0.89	RM GIP	PLACED
W	245°32'	1.5	RM GIP GONE	DP 1027531

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

PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 4 sheet(s)
<p>Registered:  14.6.2017</p> <p>Title System: TORRENS</p> <p>Purpose: SUBDIVISION</p>	<p>Office Use Only</p> <h1 style="margin: 0;">DP1231670</h1> <p>Office Use Only</p>	
<p>PLAN OF SUBDIVISION OF LOT 1 IN DP 1077697</p>	<p>LGA: TWEED Locality: CASUARINA Parish: CUDGEN County: ROUS</p>	
<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>	<p style="text-align: center;">Survey Certificate</p> <p>I, SIMON PETER BERRISFORD of USHER & COMPANY PTY LIMITED PO BOX 756, BURLEIGH HEADS QLD 4220 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>* (a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on 15/02/2017</p> <p>* (b) The part of the land shown in the plan (*being/*excluding ^ was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on the part not surveyed was compiled in accordance with that Regulation.</p> <p>* (c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>.</p> <p>Signature:  Dated: 18/4/2017</p> <p>Surveyor ID: 8234</p> <p>Datum Line: SSM123564 – SSM123563</p> <p>Type: *Urban</p> <p>The terrain is *Level-Undulating</p> <p>*Strike through if inapplicable. ^Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>	
<p style="text-align: center;">Subdivision Certificate</p> <p>I, <u>LINDSEY MCCAWN</u> *Authorised Person*General Manager*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: </p> <p>Accreditation number:</p> <p>Consent Authority: <u>Tweed Shire Council</u></p> <p>Date of endorsement: <u>2/5/2017</u></p> <p>Subdivision Certificate number: <u>SC17/0005</u></p> <p>File number: <u>DA14/0384</u></p> <p>*Strike through if inapplicable.</p>	<p>Statements of intention to dedicate public roads, public reserves and drainage reserves.</p> <p>IT IS INTENDED TO DEDICATE SEA EAGLE COURT TO THE PUBLIC AS PUBLIC ROAD, SUBJECT TO THE EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE CREATED BY DP1077697.</p> <p>IT IS INTENDED TO CREATE LOT 21 AS A DRAINAGE RESERVE</p>	
<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	<p>Plans used in the preparation of survey/compilation.</p> <p>DP 727420 DP 1014470 DP 1025660 DP1059409 DP1077697</p> <p style="text-align: center;">If space is insufficient continue on PLAN FORM 6A</p> <p>Surveyor's Reference: 7704</p>	

DP1231670

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet(s)

Registered:  14.6.2017

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 1 IN
 DP 1077697

DP1231670

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) SSI Regulation 2012
 - Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
 - Signatures and seals- see 195D Conveyancing Act 1919
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: SC17/0005
 Date of Endorsement: 2/5/2017

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
1	4	SEA EAGLE	COURT	CASUARINA
2	6	SEA EAGLE	COURT	CASUARINA
3	8	SEA EAGLE	COURT	CASUARINA
4	10	SEA EAGLE	COURT	CASUARINA
5	12	SEA EAGLE	COURT	CASUARINA
6	14	SEA EAGLE	COURT	CASUARINA
7	16	SEA EAGLE	COURT	CASUARINA
8	18	SEA EAGLE	COURT	CASUARINA
9	20	SEA EAGLE	COURT	CASUARINA
10	23	SEA EAGLE	COURT	CASUARINA
11	21	SEA EAGLE	COURT	CASUARINA
12	17	SEA EAGLE	COURT	CASUARINA
13	15	SEA EAGLE	COURT	CASUARINA
14	13	SEA EAGLE	COURT	CASUARINA
15	11	SEA EAGLE	COURT	CASUARINA
16	9	SEA EAGLE	COURT	CASUARINA
17	7	SEA EAGLE	COURT	CASUARINA
18	5	SEA EAGLE	COURT	CASUARINA
19	19	SEA EAGLE	COURT	CASUARINA
20	770	CASUARINA	WAY	CASUARINA
21	3	SEA EAGLE	COURT	CASUARINA

DP1231670



Surveyor's Reference: 7704

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet(s)

Registered:  14.6.2017

Office Use Only

Office Use Only

DP1231670

PLAN OF SUBDIVISION OF LOT 1 IN
 DP 1077697

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
 - Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
 - Signatures and seals- see 195D *Conveyancing Act 1919*
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: SC 17/0005
 Date of Endorsement: 2/5/2017

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919
 IT IS INTENDED TO;

CREATE;

1. EASEMENT TO DRAIN WATER 3 WIDE AND VARIABLE (A)
2. EASEMENT TO DRAIN SEWAGE 3 WIDE AND VARIABLE (B)
3. RESTRICTION ON THE USE OF LAND (C)
4. POSITIVE COVENANT
5. POSITIVE COVENANT
6. EASEMENT FOR BATTER VARIABLE WIDTH (E)
7. POSITIVE COVENANT
8. RESTRICTION ON THE USE OF LAND
9. RESTRICTION ON THE USE OF LAND (D)
10. RESTRICTION ON THE USE OF LAND

If space is insufficient use additional annexure sheet



Surveyor's Reference: 7704

DP1231670

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)

Registered:



14.6.2017

Office Use Only

Office Use Only

DP1231670

PLAN OF SUBDIVISION OF LOT 1 IN
DP1077697

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
 - Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
 - Signatures and seals- see 195D *Conveyancing Act 1919*
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: S17/0005
Date of Endorsement: 2/5/2017

EXECUTED BY

Andrew Peterson
(DIRECTOR)

DAKOTA PROPERTIES PTY LIMITED
ACN 010 579 521

HOLLY BEUTEL
(SECRETARY)

DP1231670

If space is insufficient use additional annexure sheet

Surveyor's Reference: 7704

PLAN FORM 2
 SIGNATURES AND SEALS ONLY



As mortgagee under mortgage No. 715/165 and 715/166 bearing Memorandum of Mortgage No. 617/203 granted to his then of subdivision

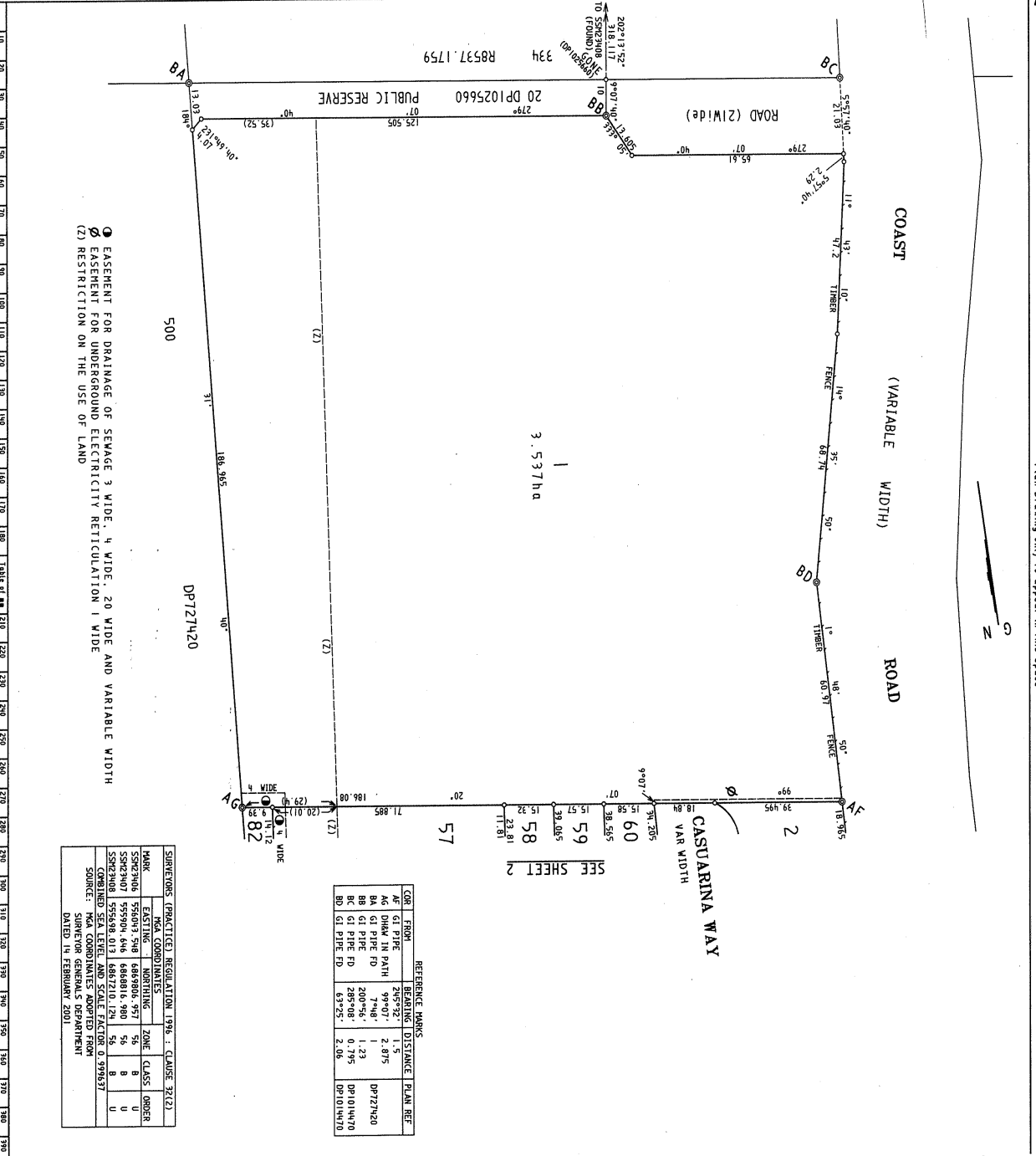
Wangarui Management Pty Limited A/CN 008 817 230
 By its duly appointed attorney
 Gillian Brown
 Rachel, Mabel, Ellen Lawyers
 under Power of Attorney Registered No. 219 Book 4285
 (To be read in conjunction with this power of attorney)



Director: *Chloe Smith*
 Secretary: *Aime Erickson*
 18/5/01

PLAN APPROVED: Crown Lands Office Approval
 Land Subject: Approved Office
 Paper No.:
 Final Book: Pages:
 Subdivision Certificate:
 I certify that the provisions of s. 198(2) of the Environmental Planning and Assessment Act 1979 have been complied with in relation to the proposed SUBDIVISION as indicated on the plan.

*Date indicated is approximate
 SURVEYOR'S REFERENCE: A878/6A (CHECKLIST)



500
 DP1271420
 EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE, 4 WIDE, 20 WIDE AND VARIABLE WIDTH
 (2) RESTRICTION ON THE USE OF LAND

COM. FROM	REFERENCE MARK	BEARING	DISTANCE	PLAN REF.
A	GI PIPE	245°32'	1.5	
AG	DHAM IN PAH	99°07'	2.875	DP727420
BA	GI PIPE FD	7°48'	1	
BB	GI PIPE FD	200°58'	0.795	DP1014470
BC	GI PIPE FD	285°08'	1.23	
BD	GI PIPE FD	67°25'	2.06	DP1014470

MARK	EASTING	NORTHING	ZONE	CLASS	ORDER
SPR23106	556404.548	6689806.957	56	B	U
SPR23107	555904.646	6688816.980	56	B	U
SPR23108	555298.013	6687210.724	56	B	U
SPR23109	554691.380	6685604.468	56	B	U

SOURCE: NSW COORDINATES ADAPTED FROM SURVEYOR GENERAL'S DEPARTMENT
 DATED 14 FEBRUARY 2001

DP1027531

Registered: 3/5/2000
 CA: SEE CERTIFICATE
 Title System: TORRENS
 Purpose: SUBDIVISION
 Ref. Map: X 5460-1, X5467-7
 Last Plan:

PLAN OF SUBDIVISION OF
 LOTS 2, 3 & 4 IN DP1014470,
 LOT 19 IN DP1022418 &
 LOT 21 IN DP1025660

LG A: TWEED SHIRE
 Locality: KINGSCLIFF
 Parish: CUDGEN
 County: ROUS

This is sheet 1 of my plan in 4 sheets.
 (Date of Approval)

Survey Certificate
 I, KENNETH GEORGE BRUCELEY
 of ASPECT NORTH, PO Box 119, LISMORE, NSW 2480
 a surveyor registered under the Surveyors Act 1979, hereby
 certify that the above plan is a true and correct copy of the
 survey made in accordance with the Surveyors (Practice)
 Regulations 1996 and was completed on 28 MARCH 2001
 The survey relates to LOTS 1 - 87, NEW ROADS AND
 EASEMENTS
 (Signature) _____
 Surveyor registered under the Surveyors Act 1979.
 Debra Law, XX-YY (DECA) SHEET 4, Zone: Suburban

Plans used in preparation of survey:
 DP727420
 DP1014470
 DP1022418
 DP1025660

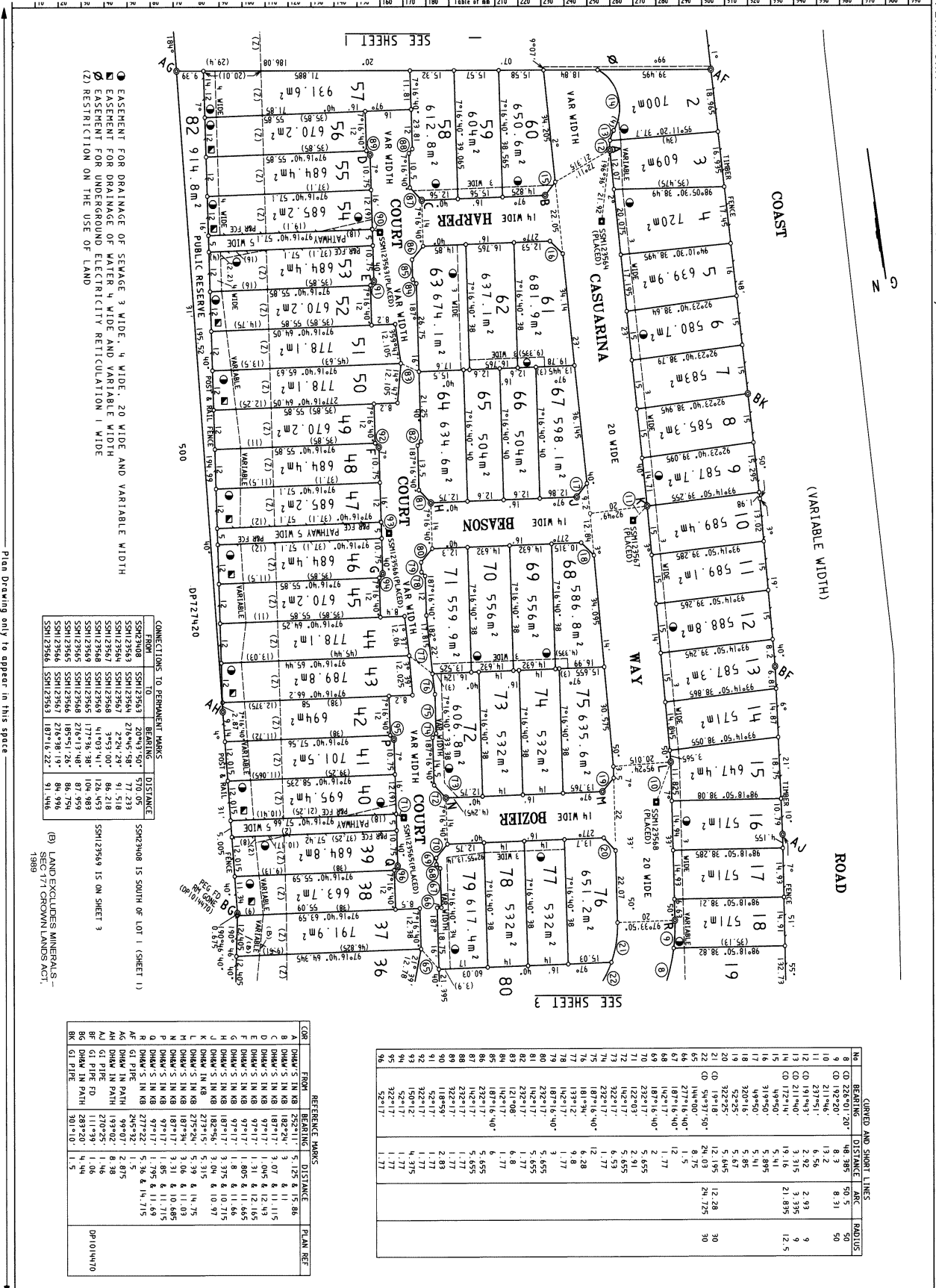
PANEL FOR USE ONLY for statements of intention
 to dedicate public roads, to create public reserves,
 to dedicate reserves, easements, restrictions on the
 use of land or positive covenants.

IT IS INTENDED TO DEDICATE TO
 THE PUBLIC AS ROAD:-
 CLEVERWOOD DRIVE,
 CASUARINA, NSW.
 HARPER COURT,
 BEASON COURT,
 BOZIER COURT,
 CHAFFIELD COURT,
 GILLETT COURT,
 ROAD 20 WIDE &
 PATHWAYS 5 WIDE.

IT IS INTENDED TO CREATE LOT 81
 & LOT 82 AS PUBLIC RESERVE.

(CONTINUED SHEET 2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



- 1 EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE, 4 WIDE, 20 WIDE AND VARIABLE WIDTH
- 2 EASEMENT FOR DRAINAGE OF WATER 4 WIDE AND VARIABLE WIDTH
- 3 EASEMENT FOR UNDERGROUND ELECTRICITY RETICULATION 1 WIDE
- (Z) RESTRICTION ON THE USE OF LAND

CONNECTIONS TO PERMANENT MARKS

FROM	TO	BEARING	DISTANCE
SSM123548	SSM123543	20°43'50"	579.05
SSM123548	SSM123544	27°45'38"	717.233
SSM123548	SSM123545	27°45'38"	64.218
SSM123548	SSM123546	3°53'00"	86.218
SSM123548	SSM123547	41°03'41"	126.459
SSM123548	SSM123548	177°36'38"	101.983
SSM123548	SSM123548	276°13'48"	87.959
SSM123548	SSM123548	185°51'26"	86.756
SSM123548	SSM123548	276°13'48"	86.796
SSM123548	SSM123548	187°16'22"	51.146

(a) EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE, 4 WIDE, 20 WIDE AND VARIABLE WIDTH
 (b) LAND EXCLUDES MINERALS - SEC 171 CROWN LANDS ACT, 1989

NO	BEARING	DISTANCE	RADIUS
8	CD 282°01'20"	48.385	50.5
9	CD 192°20'0"	8.3	8.31
10	CD 211°46'	6.56	2.93
11	CD 211°46'	3.315	3.335
12	CD 211°46'	19.16	21.835
13	CD 172°14'	5.411	12.5
14	CD 199°50'	5.895	
15	CD 199°50'	5.411	
16	CD 199°50'	5.411	
17	CD 199°50'	5.411	
18	CD 199°50'	5.411	
19	CD 199°50'	5.411	
20	CD 199°50'	5.411	
21	CD 199°50'	5.411	
22	CD 199°50'	5.411	
23	CD 199°50'	5.411	
24	CD 199°50'	5.411	
25	CD 199°50'	5.411	
26	CD 199°50'	5.411	
27	CD 199°50'	5.411	
28	CD 199°50'	5.411	
29	CD 199°50'	5.411	
30	CD 199°50'	5.411	

NO	BEARING	DISTANCE	RADIUS
31	CD 199°50'	5.411	
32	CD 199°50'	5.411	
33	CD 199°50'	5.411	
34	CD 199°50'	5.411	
35	CD 199°50'	5.411	
36	CD 199°50'	5.411	
37	CD 199°50'	5.411	
38	CD 199°50'	5.411	
39	CD 199°50'	5.411	
40	CD 199°50'	5.411	
41	CD 199°50'	5.411	
42	CD 199°50'	5.411	
43	CD 199°50'	5.411	
44	CD 199°50'	5.411	
45	CD 199°50'	5.411	
46	CD 199°50'	5.411	
47	CD 199°50'	5.411	
48	CD 199°50'	5.411	
49	CD 199°50'	5.411	
50	CD 199°50'	5.411	

NO	BEARING	DISTANCE	RADIUS
51	CD 199°50'	5.411	
52	CD 199°50'	5.411	
53	CD 199°50'	5.411	
54	CD 199°50'	5.411	
55	CD 199°50'	5.411	
56	CD 199°50'	5.411	
57	CD 199°50'	5.411	
58	CD 199°50'	5.411	
59	CD 199°50'	5.411	
60	CD 199°50'	5.411	
61	CD 199°50'	5.411	
62	CD 199°50'	5.411	
63	CD 199°50'	5.411	
64	CD 199°50'	5.411	
65	CD 199°50'	5.411	
66	CD 199°50'	5.411	
67	CD 199°50'	5.411	
68	CD 199°50'	5.411	
69	CD 199°50'	5.411	
70	CD 199°50'	5.411	
71	CD 199°50'	5.411	
72	CD 199°50'	5.411	
73	CD 199°50'	5.411	
74	CD 199°50'	5.411	
75	CD 199°50'	5.411	
76	CD 199°50'	5.411	
77	CD 199°50'	5.411	
78	CD 199°50'	5.411	
79	CD 199°50'	5.411	
80	CD 199°50'	5.411	
81	CD 199°50'	5.411	
82	CD 199°50'	5.411	
83	CD 199°50'	5.411	
84	CD 199°50'	5.411	
85	CD 199°50'	5.411	
86	CD 199°50'	5.411	
87	CD 199°50'	5.411	
88	CD 199°50'	5.411	
89	CD 199°50'	5.411	
90	CD 199°50'	5.411	
91	CD 199°50'	5.411	
92	CD 199°50'	5.411	
93	CD 199°50'	5.411	
94	CD 199°50'	5.411	
95	CD 199°50'	5.411	
96	CD 199°50'	5.411	

Reference marks:
 1 RIGHT OF CARRIAGEWAY 20 METRES
 2 EASEMENT TO DRAIN SEWAGE 3 WIDE
 3 EASEMENT FOR DRAINAGE AND SERVICES 50 WIDE (DP1014470)
 4 EASEMENT FOR DRAINAGE OF WATER
 5 EASEMENT FOR DRAINAGE OF WATER
 6 RIGHT OF CARRIAGE WAY 10 WIDE AND 20 WIDE
 7 EASEMENT FOR UNDERGROUND ELECTRICITY RETICULATION 1 WIDE
 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
 13 RESTRICTION ON THE USE OF LAND
 14 RESTRICTION ON THE USE OF LAND
 RELEASE:
 1 RIGHT OF CARRIAGEWAY 20 METRES (DP1014470)
 2 EASEMENT TO DRAIN SEWAGE 3 WIDE (DP1014470)
 3 EASEMENT FOR DRAINAGE AND SERVICES 50 WIDE (DP1014470)

Reduction Ratio: 1 : 800
 SUPERVISOR'S REFERENCE: A618/71A (CHECKLIST)

DP1027531

31/5/2001

31/5/2001

31/5/2001

31/5/2001

31/5/2001

31/5/2001

31/5/2001

31/5/2001

31/5/2001

31/5/2001

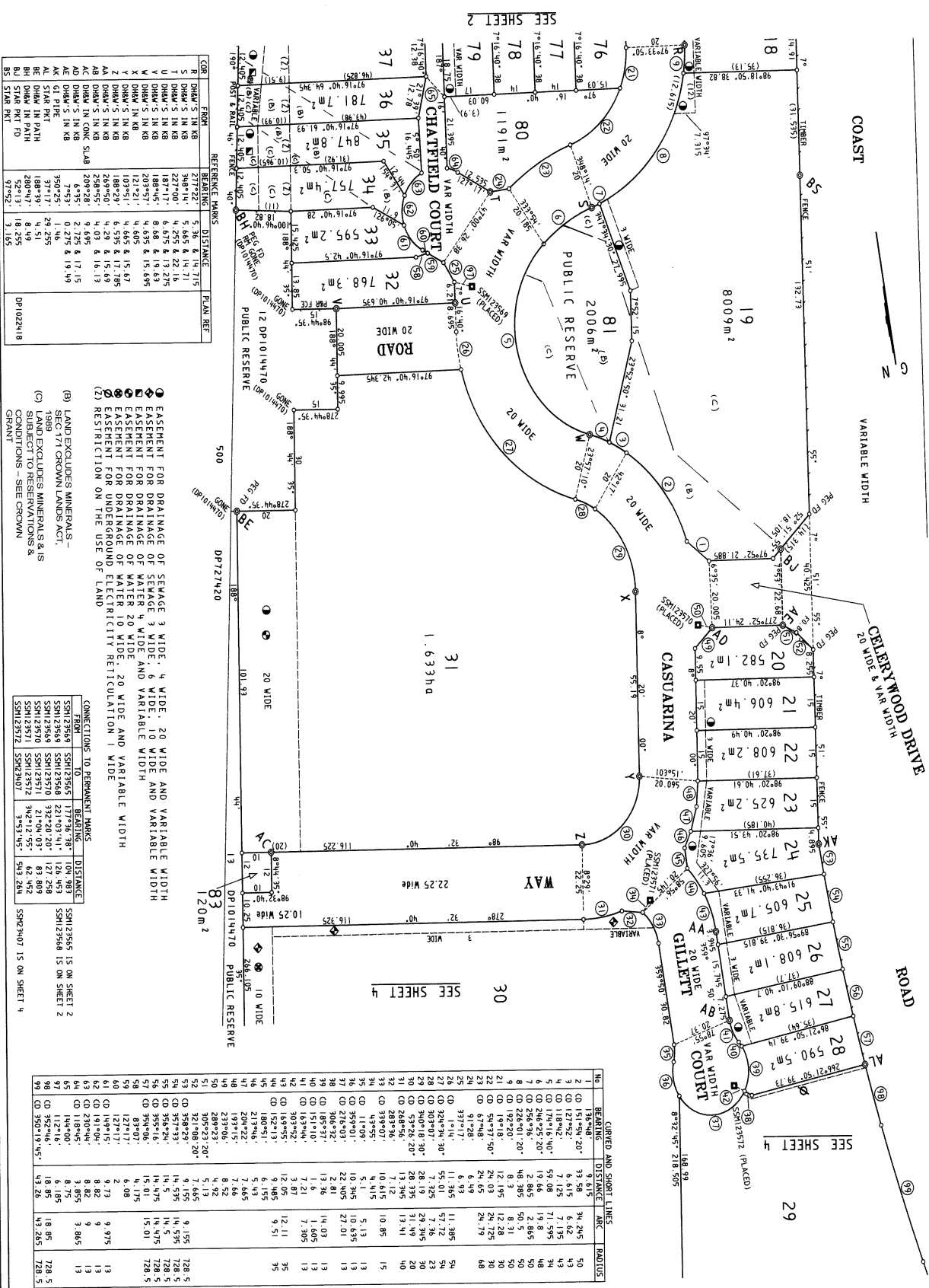
31/5/2001

31/5/2001

31/5/2001

31/5/2001

31/5/2001



CD#	FROM	REFERENCE MARKS	DISTANCE	PLAN REF.
R	DHAM'S IN KB	2777222	5.36 & 14.715	
S	DHAM'S IN KB	348414	6.665 & 14.71	
T	DHAM'S IN KB	227700	6.675 & 13.275	
U	DHAM'S IN KB	187117	4.635 & 15.695	
V	DHAM'S IN KB	203957	4.635 & 15.695	
X	DHAM'S IN KB	121212	4.665 & 15.67	
Y	DHAM'S IN KB	103451	4.665 & 15.67	
Z	DHAM'S IN KB	188229	6.595 & 17.785	
AA	DHAM'S IN KB	259555	4.07 & 15.13	
AB	DHAM'S IN KB	259555	4.07 & 15.13	
AC	DHAM'S IN KB	209228	6.495 & 19.149	
AD	DHAM'S IN KB	6495	0.275 & 17.149	
AE	DHAM'S IN KB	7453	0.275 & 17.149	
AF	PIPE	94025	3.08	
AG	PIPE	94025	3.08	
AH	DHAM'S IN PATH	188439	4.57	
AI	DHAM'S IN PATH	280417	8.49	
AJ	STAR PNT TO	52413	18.255	
AK	STAR PNT TO	97452	3.165	

- (a) EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE, 4 WIDE, 20 WIDE AND VARIABLE WIDTH
- (b) EASEMENT FOR DRAINAGE OF WATER 4 WIDE, 6 WIDE, 10 WIDE AND VARIABLE WIDTH
- (c) EASEMENT FOR DRAINAGE OF WATER 20 WIDE AND VARIABLE WIDTH
- (d) EASEMENT FOR DRAINAGE OF WATER 20 WIDE AND VARIABLE WIDTH
- (e) EASEMENT FOR UNDERGROUND ELECTRICITY RETICULATION 1 WIDE
- (f) RESTRICTION ON THE USE OF LAND

- (a) LAND EXCLUDES MINERALS - S80
- (b) LAND EXCLUDES MINERALS & IS SUBJECT TO RESERVATIONS & CONDITIONS - SEE CROWN GRANT

FROM	TO	BEARING	DISTANCE
SSM129569	SSM129565	177°36'78"	104.983
SSM129569	SSM129568	252°01'03"	121.258
SSM129570	SSM129571	21°04'03"	81.809
SSM129571	SSM129572	342°12'55"	62.442
SSM129572	SSM2307	345°51'45"	513.264
SSM2307	SSM129565	15° ON SHEET 2	
SSM129565	SSM129568	15° ON SHEET 2	

No	BEARING	DISTANCE	ARC	RADIUS
1	136°48'	3.615	34.245	50
2	127°42'	6.615	6.62	43
3	118°42'	7.125	7.135	43
4	174°16'40"	59.08	19.88	48
5	246°25'20"	19.66	19.88	48
6	226°01'20"	46.385	50.5	50
7	192°20'	8.3	8.31	50
8	192°20'	12.195	12.28	30
9	54°37'50"	24.03	24.725	30
10	97°48'	24.65	24.79	48
11	337°17'	6.93	6.93	25
12	114°	11.365	11.385	54
13	324°34'30"	55.01	57.12	54
14	303°07'30"	20.725	27.865	23
15	58°26'20"	28.335	31.49	20
16	283°36'	13.345	13.41	40
17	10°15'	10.815	10.85	15
18	11°55'	5.115	5.13	13
19	359°01'	10.345	10.635	13
20	276°03'	22.405	27.01	13
21	164°34'	7.21	7.21	13
22	164°34'	3.87	3.87	13
23	164°34'	12.05	12.11	35
24	164°34'	9.51	9.51	35
25	204°22'	7.665	7.665	35
26	193°15'	7.665	7.665	35
27	233°06'	8.52	8.52	35
28	287°23'20"	4.72	4.72	35
29	358°29'	7.665	7.665	35
30	357°33'	14.535	14.535	728.5
31	357°33'	14.535	14.535	728.5
32	354°06'	15.01	15.01	728.5
33	354°06'	4.175	4.175	728.5
34	127°11'	6.08	6.08	13
35	127°11'	7.73	9.975	13
36	191°06'	8.82	9	13
37	184°45'	3.855	3.855	13
38	184°45'	3.855	3.855	13
39	12°12'	6.885	6.885	728.5
40	350°19'45"	43.26	43.265	728.5

Reduction Ratio 1:800
 DIMENSIONS REFERENCED: A678/BA (CHECKLIST)

DP1027531

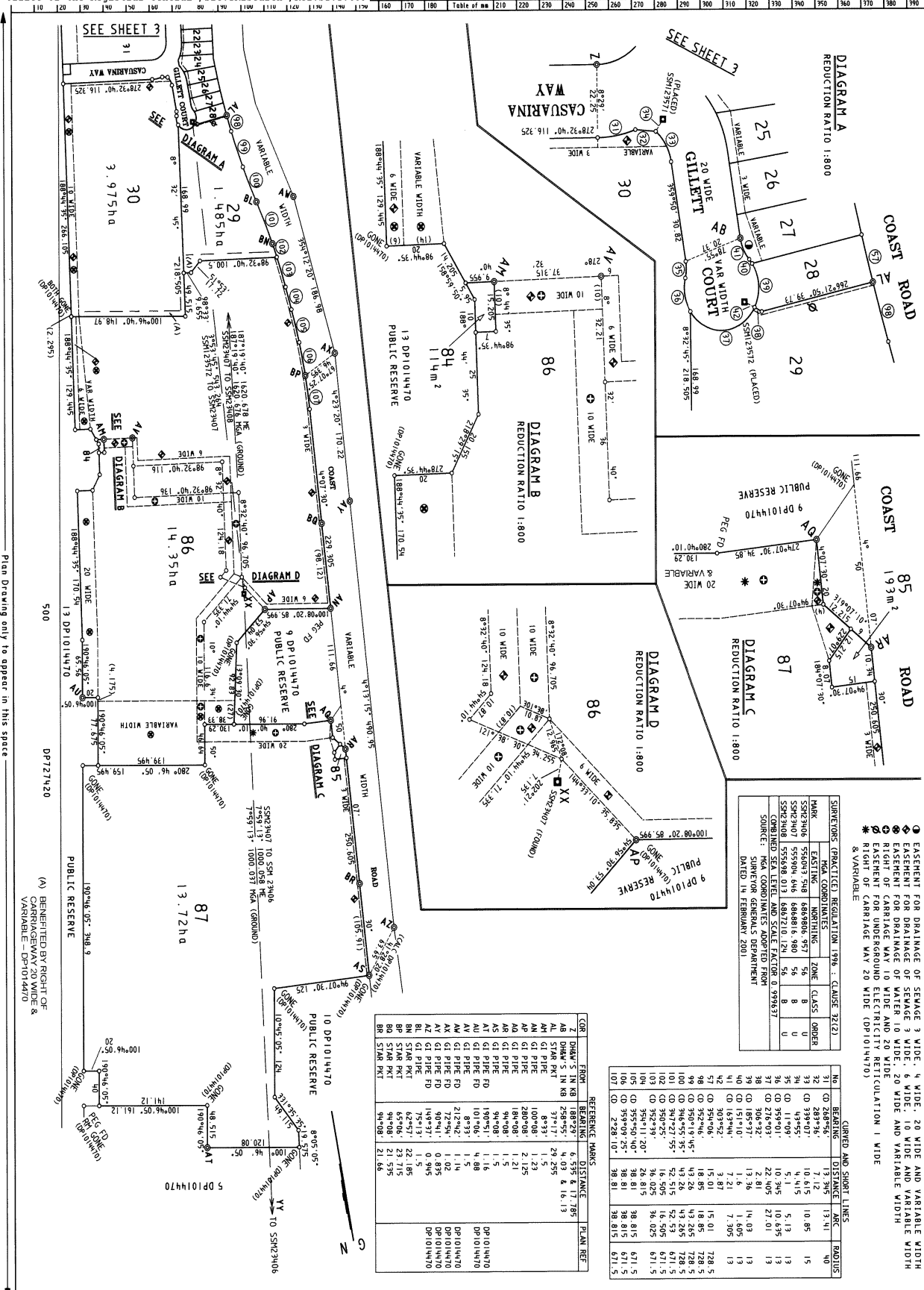
Registered: 28/3/2001
 This is sheet 3 of the plan of 4 sheets
 dated 28 MARCH 2001

Surveyor registered under the Surveyors Act 1928
 This is sheet 3 of the plan of 4 sheets
 covered by Subdivision Certificate No. G12
 of 01

Approved by Registrar-General
 Date whenever is appropriate
 For use where space is insufficient in any part on
 Plan Form 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



MARK	REGULATION	ZONE	CLASS	ORDER
SM22906	EXISTING	NORTH	26	U
SM22906	EXISTING	NORTH	56	B
SM22906	EXISTING	NORTH	56	B
SM22906	EXISTING	NORTH	56	U

NO	CD	BEARING	DISTANCE	MARK	PROJUS
31	CD	268°56'	13.345	13	40
32	CD	339°07'	10.617	10	85
33	CD	119°09'	5.113	5	13
34	CD	119°09'	10.345	10	635
35	CD	339°07'	22.805	22	805
36	CD	216°05'	13.36	13	36
37	CD	185°37'	1.6	1.6	4.05
38	CD	151°10'	7.21	7	305
39	CD	303°52'	2.87	2.87	15.01
40	CD	302°24'	18.85	18.85	728.5
41	CD	302°24'	43.26	43.26	728.5
42	CD	346°55'	52.515	52.515	728.5
43	CD	346°55'	52.515	52.515	728.5
44	CD	346°55'	36.025	36.025	671.5
45	CD	346°55'	26.815	26.815	671.5
46	CD	346°55'	38.815	38.815	671.5
47	CD	346°55'	38.815	38.815	671.5

CDR	FROM	TO	BEARING	DISTANCE	PLAN REF
AB	DRAWN IN	KB	188°23'	6.555 & 17.785	
AB	DRAWN IN	KB	258°55'	4.03 & 16.13	
AM	STAR PKT		37°17'	29.295	
AN	GI PIPE		1°23'	1.23	
AO	GI PIPE		100°08'	2.125	
AP	GI PIPE		184°08'	1.21	
AQ	GI PIPE		94°08'	1.5	
AR	GI PIPE		94°08'	1.5	
AS	GI PIPE		94°08'	1.5	
AT	GI PIPE		101°06'	4.88	
AU	GI PIPE		101°06'	1.14	
AV	GI PIPE		8°33'	1.5	
AW	GI PIPE		212°42'	1.14	
AX	GI PIPE		72°54'	1.02	
AY	GI PIPE		149°37'	0.945	
AZ	GI PIPE		75°13'	1.5	
BA	STAR PKT		62°57'	22.185	
BB	STAR PKT		65°06'	23.715	
BC	STAR PKT		65°06'	21.595	
BD	STAR PKT		94°08'	2.188	

Reduction Ratio: 1:3000

DP1027531

Registered: 31/5/2001

Surveyor: [Signature]

This is sheet 4 of the plan of 4 sheets covered by subdivision certificate no. 612.

Authorised Person: [Signature]

Date when made: [Blank]

Plan Form 2

Reduction Ratio: 1:3000

(A) BENEFITTED BY RIGHT OF CARRIAGEWAY 20 WIDE & VARIABLE - DP1014470

Plan Drawing only to appear in this space

SEE SHEET 3

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

DP1231670

(Sheet 1 of 9 Sheets)

Plan: Plan of subdivision of Lot 1 in DP1077697 covered by Subdivision Certificate No. **SC17/0005**

Full Name and address of the owner of the land:

Dakota Properties Pty Limited ACN 010
 579 521 of 68 Molonga Terrace, Graceville
 Queensland 4075

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement or profit à prendre to be released and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s),bodies or Prescribed Authorities:
1	Easement to drain water 3 wide and variable	20	Tweed Shire Council
2	Easement to drain sewage 3 wide and variable	Lots 1 – 20 (inclusive)	Tweed Shire Council
3	Restriction on the Use of Land	Part of Lots 2, 9 and 10	Tweed Shire Council
4	Positive Covenant	Lots 1 – 20 (inclusive)	Tweed Shire Council
5	Positive Covenant	Lots 1 – 20 (inclusive)	Tweed Shire Council
6	Easement for Batter Variable Width	19 20	10, 11 12 – 21 (inclusive)
7	Positive Covenant	19	Tweed Shire Council
8	Restriction on the Use of Land	Lots 1 – 18 (inclusive)	Every other lot
9	Restriction on the Use of Land	Lots 1 – 20 (inclusive)	Tweed Shire Council
10	Restriction on the Use of Land	Lots 1 – 20 (inclusive)	Tweed Shire Council

DP1231670

(Sheet 2 of 9 Sheets)

Plan: Plan of subdivision of Lot 1 in DP1077697 covered by Subdivision Certificate
No. 3217/0005

DP1231670

PART 2 (Terms)

1. Terms of Restriction on the Use of Land numbered 3 in the plan

1.1 On each lot burdened the area designated (C) on the plan shall be designated as an Asset Protection Zone (APZ).

1.2 On each lot burdened the construction of a dwelling within the APZ shall be prohibited.

2. Terms of Positive Covenant numbered 4 in the plan

Roof water from dwellings or structures must be discharged to an approved infiltration pit sized to accommodate the 3 month average recurrence interval storm. 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.

3. Terms of Positive Covenant numbered 5 in the plan

Each lot burdened shall be managed as an inner protection area (IPA) as outlined within section 4.1.3 and Appendix 5 of 'Planning for Bushfire Protection 2006' and the NSW Rural Fire Services' document 'Standards for Asset Protection Zones'.

4. Terms of Positive Covenant numbered 7 in the plan

The owners of the Burdened Lot must install a private sewage ejection pump station on the lot when required for subsequent development of the lot at which time an application shall be lodged together with any prescribed fees including inspection fees and approved by Tweed Shire Council under Section 68 of the Local Government Act for the installation and operation of the pumping station.

5. Terms of Restriction on the Use of Land numbered 8 in the plan

5.1 Definitions

- (1) "AMCORD" means the Australian Model Code of Residential Development;
- (2) "ARC" or "Architectural Review Committee" means a committee nominated by DOKATA from time to time;
- (3) "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;
- (4) "Building Works Consent Body" means Dakota or the ARC;
- (5) "Dakota" means Dakota Properties Pty Limited ACN 010 579 521;
- (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;

DP1231670

(Sheet 3 of 9 Sheets)

Plan: Plan of subdivision of Lot 1 in DP1077697 covered by Subdivision Certificate
No. SC17/0005

- (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 maximum height in meterage of 9.0 metres with a maximum height to wall plate being 8.5 metres;
 - (c) minimum setback from the Street Front Boundary is 6 metres, except in relation to:
 - a. verandahs, the setback for which must be in accordance with clause 5.1(9)(y); and
 - b. garages, the setback for which must be in accordance with clause 5.1(9)(dd);
 - (d) minimum setback from a Secondary Street Boundary of a Corner Lot is 2 meters for lots under 600 m² and 3 meters for those lots over 600 m²;
 - (e) minimum Side Boundary setback for a single storey dwelling of 900mm to the fascia. The minimum Side Boundary setback for a dwelling where that part of the dwelling is two storey is 1500mm to the fascia. Side Boundary set-backs shall progressively increase to minimise overshadowing, overlooking of adjoining properties and to reduce building bulk;
 - (f) minimum Rear Boundary setback of 4 meters and in accordance with Element 5.4 – Building Envelope and Siting of AMCORD. Decks, verandas, terraces, balconies and other external living areas within 4 meters of a rear boundary may require a privacy screen unless it can be demonstrated there will be negligible overlooking and/or privacy impacts as demonstrated on a site analysis unless it is an irregular shape lot;
 - (g) roof penetrations must match the roof including hot water systems, air conditioning systems, antennas and satellite dishes and shall be totally hidden from view from surrounding properties where possible and shall be not visibly obtrusive;
 - (h) external walls of Main Dwelling with a mix of contemporary materials;
 - (i) masonry finished in a rendered and painted textured finish;
 - (j) Site Coverage must not exceed 50% of the area of a Lot;
 - (k) roofing only of matt finished flat or corrugated profiled metal deck (eg. copper, zinc or Colourbond) or flat shingle profile tiles. The ARC may consider other materials on their merits;
 - (l) minimum eaves overhang of 600mm;
 - (m) no curved or undulating parapets;
 - (n) masonry finished in a bagged and painted finish;
 - (o) fibre cement wall sheeting;

DP1231670

DP1231670

(Sheet 4 of 9 Sheets)

Plan: Plan of subdivision of Lot 1 in DP1077697 covered by Subdivision Certificate
No. SC17/0005

- (p) timber shingles; and/or
- (q) timber weather boards or plywood with a painted or stained finish or untreated finish ie., weather or texture 2000;
- (r) plain brickwork (subject to clause 5.1(9)(t));
- (s) metal deck cladding (subject to clause 5.1(9)(u));
- (t) maximum 10% plain brickwork on total area of external wall surfaces;
- (u) maximum 50% metal deck cladding on total area of external wall surfaces;
- (v) external colours to complement the beach surroundings;
- (w) ground floor windows and verandas suitably screened by dense landscaping or screen fencing to a maximum height of 1.8 metres;
- (x) 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 to windows or balconies of material types timber battens, timber lattice, louvered shutter, sail fabric or mesh; or
 - (iii) sill height above 1500mm from floor level.
- (y) veranda minimum Street Front Boundary setback of 3 metres may be permitted subject to the approval of the ARC;
- (z) veranda supports only of timber, galvanized steel or masonry construction and painted or stained of colour compatible with Main Dwelling;
- (aa) veranda roof compatible in colour, material and form with Main Dwelling roof;
- (bb) veranda timber or similar shutters or retractable windows will be acceptable to screen solar and acoustic impacts;
- (cc) where possible, garages to be located so that they are visually unobtrusive from the street and should be recessed under the upper storey or located at the rear of the dwelling. At a minimum the garage should be recessed at least 1m from the façade or primary building line of other external building components;
- (dd) minimum setback for garage from Street Front Boundary of 5.5 metres and a setback of 4.5 metres to the front façade;
- (ee) a garage is not to extend beyond any part of the Main Dwelling proper towards the street;
- (ff) 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;

DP1231670

(Sheet 5 of 9 Sheets)

Plan: Plan of subdivision of Lot 1 in DP1077697 covered by Subdivision Certificate No. SC17/0005

(gg)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;

(hh)driveways finished only with:

- (i) masonry/clay paver;
- (ii) exposed aggregate concrete finish; or
- (iii) concrete or coloured concrete with inserts;

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

- (ii) outdoor structures, including pergolas, gazebos and storage shed only constructed of materials complementary to Main Dwelling solid masonry is prohibited;
- (jj) 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;

(kk)Fencing for Lot which is not a Corner Lot as follows:

- (i) to Street Front Boundary to maximum height of 1.5 metres, no more than 60% solid construction;
- (ii) Side Boundary fencing to maximum height of 1.5 metres from Street Front Boundary to building line and maximum height of 2 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.

(ll) Fencing for a Lot which is a Corner Lot to a Secondary Street Boundary to be a maximum height of 1.8 meters, no more than 75% solid construction and constructed of timber, brushwood or masonry. The colour must compliment the Main Dwelling.

and otherwise in accordance with any architectural design regulations published by the ARC from time to time.

- (10) "**Development Application**" means an application to Council for development consent in respect of a Lot;
- (11) "**Lot**" means a lot in the Plan;
- (12) "**Main Dwelling**" means the principal residence constructed or to be constructed on a Lot;
- (13) "**Plan**" means the plan of subdivision to which this Instrument relates.
- (14) "**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).



DP1231670

(Sheet 6 of 9 Sheets)

Plan: Plan of subdivision of Lot 1 in DP1077697 covered by Subdivision Certificate
No. SC17/0005

- (15) **“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:
- Sketch review application form as nominated by Dakota from time to time;
 - Schematic design drawings including a site plan to scale 1:200 showing: North point;
 - Property lines with metes and bounds;
 - Building set-backs dimensions;
 - Building footprint with entries, verandahs, balconies, terraces, pools, pergolas and overhangs shown;
 - Locations of parking and garages;
 - Driveways, paths, landscaping and retaining walls,
 - Floor plans and roof plans (to scale 1:100);
 - Elevation plan (scale 1:100) showing materials and colours (including descriptions of material used) to be used;
 - Floor to floor / ceiling heights, height to eaves and overall height from natural ground level;
 - Roof forms and pitches.
- (16) **“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;
- (17) **“Secondary Street Boundary”** means any boundary line, or part, which coincides with the alignment of a street which is not the Primary Street Boundary;
- (18) **“Side Boundary”** means any boundary line or part, which coincides with the alignment of another Lot;
- (19) **“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;
- (20) **“Street Front Boundary”** means any boundary line, or part, of a Lot which coincides with the alignment of a primary street;
- (21) **“Temporary Structures”** means Building Works which do not comply with the Design and Building 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;
- (22) **“Variation”** means consent by the Building Works Consent Body to Building Works which are inconsistent with the Design and Building Standards;

5.2 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 which may only remain on the lot for the duration of the construction period) 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.

DP1231670

DP1231670

(Sheet 7 of 9 Sheets)

Plan: Plan of subdivision of Lot 1 in DP1077697 covered by Subdivision Certificate
No. 547/0005

- (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 subdivision or Consolidation may take place without the prior written approval of the Building Works Consent Body).
- (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) 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.
- (7) Caravans, trailers, commercial vehicles, unregistered vehicles and watercraft must not be parked in the street, footpath or driveway and are to be garaged or suitably screened from view.
- (8) For the benefit of any adjoining land owned by Dakota, but only during the ownership thereof by Dakota, 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 Dakota provided that such consent shall not be withheld if:
 - (a) such fence is erected without expense to Dakota; and
 - (b) such fence has been approved by the Building Works Consent Body.
- (9) No person shall use any lot burdened for the purpose of a builder's display home without the written consent of Dakota which may be withheld or be approved on conditions in the absolute discretion of Dakota.
- (10) No advertisement, hoarding, sign or similar structure may be erected or remain on any lot burdened other than one "For Sale" sign which is to be no larger than 1 metre x 75 centimetres without written consent of Dakota which may be withheld or be approved on conditions in the absolute discretion of Dakota.

5.3 Amendments

While Dakota remains the owner of a least 1 Lot:

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

5.4 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.



DP1231670

(Sheet 8 of 9 Sheets)

Plan: Plan of subdivision of Lot 1 in DP1077697 covered by Subdivision Certificate
No. SC17/0005

6. Terms of Restriction on the Use of Land numbered 9 in the plan

No persons shall remove, damage or interfere in any way with any tree within the area designated (D) on the burdened lot, as identified in the Tree Protection Management Plan (TPMP) Proposed 20 Lot Subdivision Lot 1 DP 1077697 dated January 2015 prepared by Treescience Pty Ltd as amended by way of an Addendum dated 20 March 2017 and shown highlighted in yellow on the Plan of Tree Locations on Lot 1 in DP 1077697 Issue D dated 22 March 2017 prepared by Usher & Company.

7. Terms of Restriction on the Use of Land numbered 10 in the plan

7.1 Owners of dogs within the development shall have their yards fenced so as to securely contain a maximum of one (1) dog per allotment and the ownership of cats within the development shall be restricted to one de-sexed cat per allotment and such cats shall be restrained within the house or secure night cage between the hours of 6:00pm and 6:00am.

7.2 No dog shall be registered without the construction of a dog-proof compound which must be approved by Council and the relevant fee paid by the applicant.

7.3 No owner can retrieve a dog that has been impounded unless they can demonstrate to Council they have a secure compound.

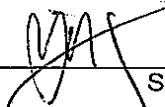
8. Name of authority empowered to release, vary or modify the easements numbered 1, 2, and 6, the positive covenants numbered 4, 5 and 7 and restrictions on the use of land numbered 3, 9 and 10 in the plan.

Tweed Shire Council

9. Name of person empowered to release, vary or modify restriction on the use of land numbered 8 in the plan.

Dakota Properties Pty Limited ACN 010 579 521.

Executed by Tweed Shire Council)
by its authorised delegate pursuant)
to s.377 Local Government Act 1993)
in the presence of)



Signature of delegate
LINDSAY MCGAVIN

Name of delegate

Anni Veronica Mesic

Signature of Witness
Anni Veronica Mesic

Name of Witness

Tweed Shire Council, Tumbulgum Road, Murwillumbah NSW 2484

Address of Witness

DP1231670

DP1231670

(Sheet 9 of 9 Sheets)

Plan: Plan of subdivision of Lot 1 in DP1077697 covered by Subdivision Certificate
No. SC17|0005

Executed by Dakota Properties Pty
Ltd ACN 010 579 021 pursuant
to s.127 Corporations Act
2001

Andrew Peterson Director - Andrew Peterson
Malcolm Beutel SECRETARY - Malcolm Beutel

by its duly authorised attorney Andrew Joseph Costello
registered in the Department of Lands Book: 4744 No:711



Signature of Witness

Adam Smit

Name of Witness

91 *Cylinder Drive*
Kingscliff NSW 2487.

Address of Witness

DP1231670

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

(Sheet 1 of 16 sheets)

DP1027531

Subdivision covered by Council's
 Certificate No C12 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 á prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited Lot(s), bodies or Prescribed Authority:
1	Easement for drainage of sewage 3 wide, 4 wide, 20 wide and variable width.	1 to 19 (inclusive), 21 to 27 (inclusive), 31, 34 to 63 (inclusive), 68 to 72 (inclusive), 77 to 79 (inclusive)	Tweed Shire Council
2	Easement for drainage of sewage 3 wide, 6 wide, 10 wide and variable width.	30, 86, 87	Tweed Shire Council
3	Easement for drainage of water 4 wide and variable width.	34 to 57 (inclusive) 34 35 36 37 38 39 40 41 42 43 44 45	Tweed Shire Council 35 to 57 (inclusive) 36 to 57 (inclusive) 37 to 57 (inclusive) 38 to 57 (inclusive) 39 to 57 (inclusive) 40 to 57 (inclusive) 41 to 57 (inclusive) 42 to 57 (inclusive) 43 to 57 (inclusive) 44 to 57 (inclusive) 45 to 57 (inclusive) 46 to 57 (inclusive)

DP1027531

(Sheet 2 of 16 sheets)

		46 47 48 49 50 51 52 53 54 55 56	47 to 57 (inclusive) 48 to 57 (inclusive) 49 to 57 (inclusive) 50 to 57 (inclusive) 51 to 57 (inclusive) 52 to 57 (inclusive) 53 to 57 (inclusive) 54 to 57 (inclusive) 55, 56, 57 56, 57 57
4	Easement for drainage of water 20 wide.	31	Tweed Shire Council
5	Easement for drainage of water 10 wide, 20 wide and variable width.	30, 86	Tweed Shire Council
6	Right of carriageway 10 wide and 20 wide.	86, 87	Tweed Shire Council
7	Easement for underground electricity reticulation 1 wide.	1, 29	North Power
8	Restriction(s) on the use of land.	1, Each lot of 34 to 57 (inclusive)	Every other lot of 1, 34 to 57 (inclusive) and 2 to 33 (inclusive) and 58 to 80 (inclusive)
9	Restriction(s) on the use of land.	1 to 29 (inclusive), 86, 87	Tweed Shire Council
10	Restriction(s) on the use of land.	20 to 29 (inclusive) 86, 87	Tweed Shire Council
11	Restriction(s) on the use of land.	1 to 80 (inclusive), 86, 87	Tweed Shire Council
12	Restriction(s) on the use of land.	Each lot	Tweed Shire Council
13	Restriction(s) on the use of land.	Each lot of 2 to 80 (inclusive) except 29, 30 and 31	Every other lots of 2 to 80 (inclusive) except Lots 29, 30 and 31
14	Restriction(s) on the use of land.	32 to 57 (inclusive)	Tweed Shire Council

DP1027531

(Sheet 3 of 16 sheets)

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	Right of Carriageway 20 wide and variable (DP 1014470).	21/1025660	2/1014470
2	Easement to drain sewage 3 wide (DP 1014470).	2/1014470 3/1014470 4/1014470	Tweed Shire Council
3	Easement for Drainage and Services 20 wide (DP 1014470)	3/1014470	Tweed Shire Council

Part 2 (Terms)

1. Terms of easement for drainage of water 4 wide and variable width thirdly referred to in the abovementioned plan:

The terms of easement for drainage of water detailed in Part 8 of Schedule 8 of the Conveyancing Act 1919 is amended by adding a new paragraph as follows:

"3. The owner of each lot burdened shall maintain and repair any part of the roof-water drainage pipe within the easement which is located on their lot when such maintenance and repair is required. The costs of such maintenance and repair shall be borne equally by all of the lots that have the benefit of the easement."

2. Terms of easement for underground electricity reticulation 1 wide seventhly referred to in the abovementioned plan:

As set out in Part A and Part C of registered memorandum 3820073.

3. Term of Restriction on Use eighthly 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 ninthly 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 tenthly 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.

DP1027531

(Sheet 4 of 16 sheets)

6. Terms of Restriction on Use eleventhly 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.

7. Terms of Restriction on Use twelfthly 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

Species

Asparagus fern	Asparagus africanus
	Asparagus plumosus
Balloon vine	Cardiospermum grandiflorum
Black-eyed Susan	Thunbergia alata
Blue Thunbergia	Thunbergia grandiflora
Cape Ivy	Delairea odorata
Cats Claw Creeper	Macfadyena unguis – cati
Climbing Fig	Ficus pumila
Climbing Nightshade	Solanum seaforthianum
Dutchman's Pipe	Aristolochia elegans
Flame Flower	Pyrostegia venusta
Florists Smilax	Myrsiphyllum asparagoides
Japanese Honeysuckle	Lonicera japonica
Kudzo	Pueraria lobata
Madeira Vine	Anredera cordifolia
Morning Glory:	
Blue morning Glory	Ipomea indica
Coastal Morning Glory	Ipomea cairica
Purple Morning Glory	Ipomea purpurea
Moon Flower	Ipomea alba
Moth Vine	Araujia sericiflora
Passionfruit:	
Corky Passionfruit Vine	Passiflora suberosa
White Passionfruit Flower	Passiflora subpeltata
Edible Passionfruit	Passiflora edulis
Skyflower	Duranta spp.
Thorny Poinciana	Caesalpinia decapetala

Groundcovers

Arum Lily	Zantescantia aethopica
Bugle Lily	Watsonia bulbillifera
Balsam, Busy Lizzie	Impatiens walleriana



DP1027531

(Sheet 5 of 16 sheets)

Blue Periwinkle	Vinca major
Canna Lily	Canna indica
Cardamon Ginger	Alpinia calcarata
Coral Berry	Rivina humilis
Crocoshmia	Crocoshmia crocoshmia
Crucifix Orchid	Epidendrum sp.
Elephants Ears	Alocasia aroides
Fishbone Fern	Nephrolepis exalta
	Nephrolepis cordifolia
Freckle Face	Hypoestes sanguinolenta
Glory Lily	Gloriosa superba
Ground Asparagus	Protasparagus aethiopicus
Hairy Commelina	Commelina benghalensis
Kahili Ginger	Hedychium gardnerianum
White Flowered Ginger	Hedychium spicatum
Pink Flowered Ginger	Hedychium coxinium
Mother in Laws Tongue	Sansevieria spp.
Mother of Millions	Bryophyllum daigremontiana
Resurrection Plant	Bryophyllum pinnatum
Painted Spurge	Euphorbia cyathophora
Shasta Daisy	Dendranthema maxima
Silver-leaved Desmodium	Desmodium uncinatum
Wandering Jew, Tradie, Striped	Tradescantia fluminensis
Wandering Jew, Striped Tradie	Zebrina pendula
Shrubs	
Ardisia	Ardisia crenata
Barner Grass	Pennisetum purpureum
Bamboo:	
Black Bamboo	Phyllostachys nigra
Creeping Bamboo	Arundinaria ssp.
Running Bamboo	Bambusa ssp.
Bitou Bush	Chrysanthemoides monilifera
Buddleja	Buddleja madagascariensis
Cassia, Winter Senna	Senna pendula var. glabrata
	Senna X floribunda
Smooth Senna	Ricinus communis
Castor Oil Plant	Agave spp.
Century Plant	
Cestrum:	
Green Cestrum	Cestrum parqui
Night Cestrum	Cestrum nocturnum
Orange Cestrum	Cestrum aurantiacum
Coffee	Coffea arabica
Dombeya	Eugenia dombeya
Honey Locust	Gleditsia triacanthos
Lantana	Lantana camara
Ochna	Ochna serrulata
Orange Jessamine	Murraya exotica
	Murraya paniculata
Privet:	

DP1027531

(Sheet 6 of 16 sheets)

Large-leaved
Small-leaved
Singapore Daisy
Tobacco Bush

Ligustrum lucidum
Ligustrum sinense
Wedelia trilobata
Solanum mauritianum

Trees

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

Spathodea campanulata
Robinia pseudoacacia
Eugenia uniflora
Schinus terebinthifolia
Schinus areia
Corymbia torelliana
(syn. Eucalyptus torelliana)
Cinnamomum camphora
Celtis sinensis

Camphor Laurel
Chinese Elm

Cockspur Coral Tree
Coral Tree
Orange Coral tree

Erythrina crista-galli
Erythrina sykesii
Erythrina nigra

Cocos Palm,
Queen Palm
Golden Rain Tree
Golden Trumpet Tree

Syagrus romanzoffiana
Koelreuteria paniculata
Tabebuia chrysantha

Guava:

Cherry Guava
Large Yellow Guava
Icecream Bean
Jaboticaba
Jacaranda
Loquat
Mexican Tree Fern Tree
Mulberry

Psidium cattleianum
Psidium guajava
Inga spp.
Eugenia jaboticaba
Jacaranda mimosifolia
Eriobotrya japonica
Schizolobium parahibum
Morus nigra
Morus rubra
Morus alba
Pinus elliotti
Pinus patula
Pinus radiata
Tipuana tipu

Pine Tree

Racehorse Tree,
Pride of Bolivia
Rhus tree
Rubber Tree
Tree of Heaven
Umbrella Tree
Willow

Toxicodendron succedaneum
Ficus elastica
Ailanthus altissima
Schefflera actinophylla
Salix spp.

- 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.

DP1027531

(Sheet 7 of 16 sheets)

- 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 thirteenthly referred to in the abovementioned plan:

1.1 **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;
- (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;



DP1027531

(Sheet 8 of 16 sheets)

- (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 set back 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:
 - (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;



DP1027531

(Sheet 9 of 16 sheets)

- (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;
- (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;



DP1027531

(Sheet 10 of 16 sheets)

- (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;
- (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;



DP1027531

(Sheet 11 of 16 sheets)

- (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).
- (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;



DP1027531

(Sheet 12 of 16 sheets)

- (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:
- (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;



DP1027531

(Sheet 13 of 16 sheets)

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



DP1027531

(Sheet 14 of 16 sheets)

1.2 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.
- (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:



DP1027531

(Sheet 15 of 16 sheets)

- (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.

1.3 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.

1.4 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.

9. Terms of Restriction on Use fourteenthly referred to in the abovementioned plan:

No overflow from an infiltration pit located on any lot burdened shall be discharged over the eastern boundary of the lot burdened and all overflow must be discharged into the stormwater pipe provided.

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

Tweed Shire Council

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

Tweed Shire Council



Murray
Director

[Signature]
Director

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

DP1027531

(Sheet 16 of 16 sheets)

*As Mortgagee under
Mortgage Nos: 7151460 and
7151461 Westpac Administration
Pty Ltd ACN 008 617 203 consents
to this class of subdivision*
Westpac Administration Pty Limited



Clive Schultz
Director: Clive Schultz

Anne Embleton
Secretary: Anne Embleton
Investment Management Australia Limited

Westpac Administration Pty Limited ACN 008 617 203
by its duly appointed attorney
Gillian Brown,
Partner, Minter Ellison Lawyers
under Power of Attorney Registered No. 319 Book 4285
Gillian Brown
(I have no notice of revocation of the power of attorney)

[Signature]
Tweed Shire Council 17.5.01

w:\jtb\139034

REGISTERED  8B 31.5.2001

Council Reference: DD23/1776
Your Reference:
eCustomer Reference: ST:T:609



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

8 December 2023

InfoTrack
GPO Box 4029
SYDNEY NSW 2000

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



PO Box 816
Murwillumbah NSW 2484

Please address all communications
to the General Manager

ABN: 90 178 732 496

Dear Sir/Madam

**Sewer Diagram
Lot 14 DP 1231670; No. 13 Sea Eagle Court CASUARINA**

Please find enclosed a drainage diagram showing the location of sewer mains in relation to the abovementioned property.

NOTE: Council's policy "Work in Proximity to Sewers" precludes the construction of enclosed buildings, inground swimming pools, major retaining walls, etc. directly over public sewers.

Minor variations to this blanket exclusion will be permitted as specifically referenced in the Policy document. You should refer to the policy for further details.

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

Yours faithfully

A handwritten signature in black ink, appearing to read "Marcela Lopez".

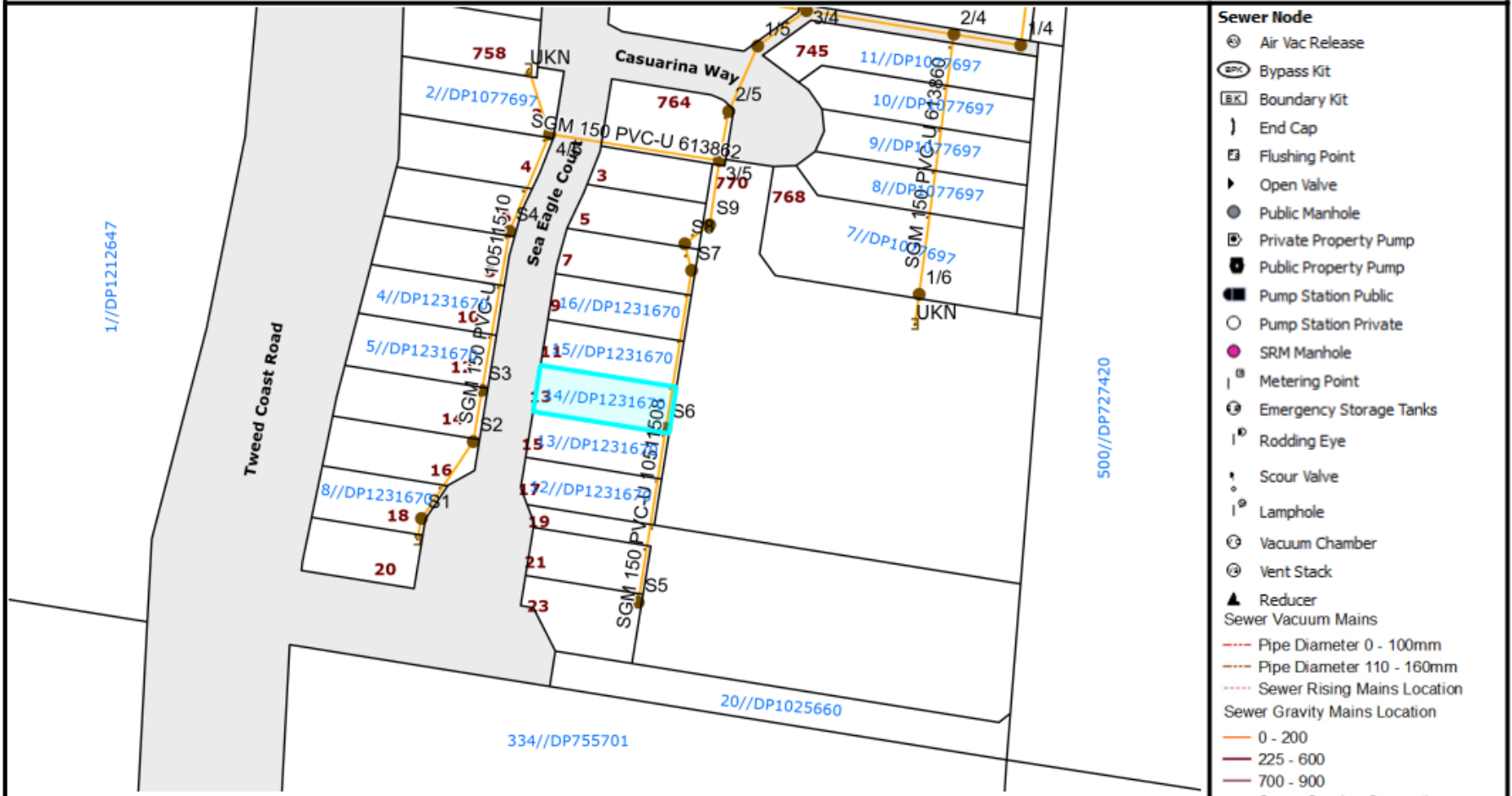
**Marcela Lopez
ACTING MANAGER BUILDING AND ENVIRONMENTAL HEALTH**

Enclosure

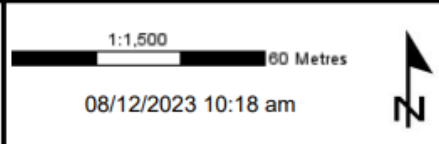
TWEED SHIRE COUNCIL WARNING
Drainage information is to the best of Council's
knowledge and supplied for the guidance of
persons collecting property or planning data.
If preciseness of location is critical, a private
survey should be arranged.
VINCENT CONNELL
Director Planning and Regulation

Sewer Network Report

Owners: Mr Francisco J Perez, Ms Trudy J Stokes Lot & DP: 14//1231670
Land No: 83493



Civic and Cultural Centre
 3 Tumbulgum Road
 (PO Box 816)
 Murwillumbah NSW 2484
 T | (02) 6670 2400 | 1300 292 872 F | (02) 6670 2429
 W | www.tweed.nsw.gov.au



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

Planning Certificate under Section

10.7 (formerly Section 149)

Environmental Planning and Assessment Act, 1979

Land No. 83493

Applicant: InfoTrack
GPO Box 4029
SYDNEY NSW 2000

Certificate No: ePlanCer23/3675
Date of Issue: 04/12/2023
Fee Paid: \$67.00
Receipt No:

Your Reference:

eCustomer Reference: ST:T:609

Property Description: Lot 14 DP 1231670; No. 13 Sea Eagle Court 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 No. 65 - Design Quality of Residential Flat Development

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

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

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

State Environmental Planning Policy (Planning Systems) 2021

State Environmental Planning Policy (Sustainable Buildings) 2022

Item 1(2)

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

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

Item 1(3)

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

Section A1 - Residential and Tourist Development Code

Section A2 - Site Access and Parking Code

Section A3 - Development of Flood Liable Land

Section A4 - Advertising Signs Code

Section A5 - Subdivision Manual

Section A6 - Biting Midge and Mosquito Control

Section A7 - Child Care Centres

Section A8 - Brothels Policy

Section A9 - Energy Smart Homes Policy

Section A10 - Exempt and Complying Development

Section A13 - Socio Economic Impact Assessment

Section A15 - Waste Minimisation and Management

Section A16 - Preservation of Trees or Vegetation

Section A17 - Business, Enterprise Corridor and General Industrial Zones

Section A18 - Heritage

Section A19 - Biodiversity and Habitat Management

Section 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

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

- * land that is within an environmentally sensitive area

Part 3A Rural Housing Code

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

- * land that is within an environmentally sensitive area

Part 3B Low Rise Housing Diversity Code

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

- * land that is within an environmentally sensitive area

Part 3C Greenfield Housing Code

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

- * land that is within an environmentally sensitive area

Part 4 Housing Alterations Code

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

- * land that is within an environmentally sensitive area

Part 4A General Development Code

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

- * land that is within an environmentally sensitive area

Part 5 Industrial and Business Alterations Code

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

- * land that is within an environmentally sensitive area

Part 5A Industrial and Business Buildings Code

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

- * land that is within an environmentally sensitive area

Part 5B Container Recycling Facilities Code

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

- * land that is within an environmentally sensitive area

Part 6 Subdivisions Code

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

- * land that is within an environmentally sensitive area

Part 7 Demolition Code

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

- * land that is within an environmentally sensitive area

Part 8 Fire Safety Code

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

- * land that is within an environmentally sensitive area

Part 9 Agritourism and Farm Stay Accommodation Code

No. Complying Development under the Agritourism and Farm Stay Accommodation Code may not be carried out on this land. The land is affected by specific land exemptions:

- * land that is within an environmentally sensitive area

Qualifying Statement on Council Data Affecting this Item

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

ITEM 5

Exempt Development

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

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

Qualifying Statement on Council Data Affecting this Item

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

ITEM 6

Affected building notices and building product rectification orders

- (1) *Whether the council is aware that—*

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

Item (1)(a-c)

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

ITEM 7

Land reserved for acquisition:

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

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

ITEM 8

Road Widening and Road Realignment:

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

(a) the [Roads Act 1993](#), Part 3, Division 2, or

(b) an environmental planning instrument, or

(c) a resolution of the council.

Item 8(a-c)

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

ITEM 9

Flood related development controls

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

Item 9(1-3)

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

Tidal Inundation:

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

Subsidence:

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

Acid Sulfate Soils:

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

Contamination:

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

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

Coastal Hazards:

This property is not affected.

Aircraft Noise:

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

Any Other Risk:

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

- **Cattle Tick Dip Sites:**

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

ITEM 11

Bush Fire Prone Land

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

The subject land is identified as bush fire prone land in accordance with the Bush Fire Prone Land map certified in accordance with Section 10(3) of the Environmental Planning and Assessment Act 1979, as amended.

ITEM 12

Loose-fill asbestos insulation

<p><i>If the land includes residential premises, within the meaning of the Home Building Act 1989, Part 8, Division 1A, that are listed on the Register kept under that Division, a statement to that effect.</i></p>

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

ITEM 13

Mine Subsidence:

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

No

ITEM 14

Paper subdivision information

- | |
|--|
| <p>(1) <i>The name of a development plan adopted by a relevant authority that—</i></p> <ul style="list-style-type: none">(a) <i>applies to the land, or</i>(b) <i>is proposed to be subject to a ballot.</i> <p>(2) <i>The date of a subdivision order that applies to the land.</i></p> <p>(3) <i>Words and expressions used in this section have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7.</i></p> |
|--|

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, groyne and beach nourishment, that existed before 1 January 2011.

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

ITEM 20

Western Sydney Aerotropolis

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

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

Not applicable to Tweed Shire.

ITEM 21

Development consent conditions for seniors housing

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

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

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

ITEM 22

Site compatibility certificates and development consent conditions for affordable rental housing

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

Item (1)(a-b)

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

Item (2)

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

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

Item (3)

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

Prescribed matters in accordance with the Contaminated Land Management Act 1997

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

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

(a) Significantly Contaminated Land

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

(b) Management Order

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

(c) Approved Voluntary Management Proposal

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

(d) Ongoing Maintenance Order

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

(e) Site Audit Statement

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

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

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


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

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

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

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

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



TROY GREEN
GENERAL MANAGER

Per