

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	LS PROPERTIES Shop 13, 2/6 Pandanus Parade, Cabarita Beach, NSW 2488	Phone: 1300 067 177 Ref: Lorna - 0408337122
co-agent		
vendor	Benjamin Paul Tutkaluk and Alison Michelle Tutkaluk 7 Pavilion Court, Casuarina, NSW 2487	
vendor's solicitor	CJM Lawyers (Surfers Paradise) 91 Bundall, Surfers Paradise QLD 4217 PO Box 8378, Gold Coast Mail Centre QLD 9726	Phone: 1300245299 Email: isabel@cjmlaw.com.au Fax: 07 5574 2586 Ref: SAM:IC:2400488
date for completion land (address, plan details and title reference)	60th day after the contract date 7 Pavilion Court, Casuarina, New South Wales 2487 Registered Plan: Lot 33 Plan DP 1198266 Folio Identifier 33/1198266	(clause 15)
improvements	<input 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 type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

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

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

buyer's agent

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

SIGNING PAGE

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

ChoicesVendor agrees to accept a **deposit-bond**NO yes**Nominated *Electronic Lodgment Network (ELN)*** (clause 4): _____**Manual transaction** (clause 30)NO yes

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

Tax information (the parties promise this is correct as far as each party is aware)**Land tax** is adjustableNO yes**GST:** Taxable supplyNO 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 a **GSTRW payment**
(GST residential withholding payment) NO yes (if yes, vendor must provide further details)

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch address (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

<p>General</p> <ul style="list-style-type: none"> <input type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input checked="" type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate <p>Home Building Act 1989</p> <ul style="list-style-type: none"> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover <p>Swimming Pools Act 1992</p> <ul style="list-style-type: none"> <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 	<p>Strata or community title (clause 23 of the contract)</p> <ul style="list-style-type: none"> <input type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 1989 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to off the plan contract <p>Other</p> <ul style="list-style-type: none"> <input type="checkbox"/> 60
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HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, email address and telephone number

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

1.1	In this contract, these terms (in any form) mean –
<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice <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.

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Special Conditions

33. Inconsistencies and Standard Form

- a. If there are any inconsistencies between those **clauses 1 – 32** (inclusive) of this Contract and these “*Special Conditions*” then these Special Conditions shall prevail to the extent of the inconsistency.

34. Fixtures and fittings sold ‘as is’

- a. The Purchaser acknowledges that it:
 - i. accepts all fixtures, fittings, appliances and chattels (*collectively referred to herein as ‘inclusions’*) included in the sale in their present condition and state of repair as at the date of this contract, together with all faults latent and patent; and
 - ii. cannot make any objection, requisition or claim, or rescind, terminate or delay completion of this contract because of the condition or state of repair or any such faults of the inclusions.
- b. The Vendor gives no warranty as to the condition, fitness or suitability for purpose of the inclusions and any implied conditions or warranties in this regard are expressly excluded from this Contract.

35. Claims for Compensation and Current Condition

- a. The provisions of this **clause 34** are agreed to notwithstanding the provisions of anything to the contrary contained within this Contract, and specifically, **clauses 6 and 7** hereof.
- b. The Parties expressly agree that any claim for compensation shall be deemed to be an objection or requisition for the purposes of **clause 8** herein and shall entitle the Vendor to rescind this Contract.
- c. The Purchaser will acquire the Property “*as is*” and in its physical condition at the date of this Contract and the Purchaser agrees to make no claim or objection of any nature whatsoever in respect of the physical condition of the Land or the nature of the improvements thereon.

36. Rescission on Death/Liquidation

If at any time prior to the Completion Date the Vendor or the Purchaser (any or either of them) dies or becomes mentally ill, or being a company is wound up or goes into liquidation, then either Party (or their legal representative) may at any time thereafter rescind this Contract by notice in writing served on the other Party and the provisions of **clause 19** shall apply.

37. Non-Investment of Deposit Unless TFN’s Provided

The Parties acknowledge that the Deposit Holder shall not be required to invest the Deposit pursuant to **clause 2** herein unless both the Vendor and the Purchaser advise



the Deposit Holder in writing of their respective Tax File Numbers. The Parties acknowledge that they are aware that the Deposit Holder is not responsible for finding the highest rate of interest payable on the investment of the Deposit.

38. Non-Reliance Upon Warranties/Representations

The Purchaser hereby acknowledges and declares to the Vendor:

- a. That the Purchaser is purchasing the property relying on their own inspections and enquiries in relation to the property and does not rely on any warranties or representations made by or on behalf of the Vendor (except as are expressly contained herein); and
- b. That the Purchaser has satisfied himself as to the approved and capable use and condition of the property.

39. Payment of Less Than 10% Deposit

If:

- a. The Purchaser defaults in the observance or performance of any obligation hereunder which is, or the performance of which has, become essential;
- b. The Purchaser has paid to the Deposit Holder a Deposit of less than ten per centum (10%) of the Purchase Price; and
- c. The Vendor has terminated this Contract;

then the Vendor shall be entitled to recover from the Purchaser an amount equal to ten per centum (10%) of the Purchase Price less the amount of Deposit actually paid as liquidated damages, and it is furthermore agreed that this right shall be in addition to and shall not limit any other remedies available to the Vendor herein contained or implied, notwithstanding any rule of law or equity to the contrary. This **clause 39** shall not merge on the termination of this Contract.

40. Notice to Complete

If either Party is unable or unwilling to complete this Contract by the Completion Date then the other Party shall be entitled at any time after the Completion Date to serve a Notice to Complete making the time for completion of the essence. Such a Notice shall give not less than fourteen (14) days notice from the day on which the Notice is received by the recipient of the Notice. The Notice to Complete of such duration is hereby agreed and declared by the Parties to be reasonable and sufficient to render the time for completion as of the essence.

41. Failure to Complete by the Completion Date

- a. If completion does not take place on or before the Completion Date and the Vendor is not at fault then the Purchaser must pay interest on the unpaid balance of the Purchase Price at the rate of ten per centum (10%) per annum calculated daily from (and including) the Completion Date to (but excluding) the



actual day of completion, and such interest must be paid by the Purchaser to the Vendor at completion.

- b. The Vendor is not obligated to complete this Contract unless the interest referred to in **clause 41.a.** herein is paid.
- c. The interest payable pursuant to this **clause 41** is a genuine pre-estimate of the Vendor's loss as a result of the Purchaser's failure to complete in accordance with this Contract and is hereby agreed and declared to be reasonable by the Purchaser.
- d. The right to interest conferred by this **clause 41** does not limit any other rights the Vendor may have as a result of the Purchaser's failure to complete in accordance with this Contract.
- e. The Purchaser will pay to the Vendor's Solicitors the sum of four hundred and forty dollars and zero cents (\$440.00) (inclusive of GST) to cover legal costs and other expenses incurred as a consequence of the delay as a genuine pre-estimate of those additional expenses, to be allowed by the Purchaser as an additional adjustment on completion.

42. If the Purchaser is a Corporation

- a. In consideration of the execution of this Contract by the Vendor, the Directors of the Purchaser as at the Contract Date (hereinafter collectively "*the Guarantors*") hereby jointly and severally guarantee the due performance and observance by the Purchaser of all the obligations contained in or arising out of this Contract. This Guarantee provided by way of this **clause 42** shall be a principal obligation as between the Guarantors and the Vendor and shall not be affected by any claim which the Purchaser may have (or claim to have) against the Vendor on any account whatsoever.
- b. Nothing herein shall be construed as a requirement that the Guarantors consent to or be made aware of any transaction between the Vendor and the Purchaser, including any variation, release or compromise of the obligations of the Purchaser.
- c. No payment shall operate to discharge or reduce the Guarantors' liability if such payment is voidable as a preference under any law relating to bankruptcy or the winding up of a company and no grant of discharge or release consequent upon such a payment shall discharge the liability placed upon the Guarantors hereunder.
- d. The Guarantors' liability hereunder shall not be affected by the death of any Guarantor or by the granting of time or any other such indulgence to the Purchaser or the Guarantors or any claim or right to set off or cross action which the Purchaser may have claim to have against the Vendor on any account whatsoever, nor shall the Guarantors be entitled to any set off against the Vendor whatsoever.
- e. The Guarantors hereby waive all rights inconsistent with the provisions herein including rights as to contribution, marshalling, consolidation and subrogation, which the Guarantors might otherwise be entitled to claim or enforce.



43. Not Induced

The Purchaser hereby acknowledges and declares that they have not been induced to enter into this Contract for Sale of Land by any statement made or given by the Vendor, the Agent, or on behalf of the Vendor or the Agent, and will make no objection, requisition or claim for compensation in regard to the foregoing matters or any of them.

44. Deposit Bond

In the event that the Deposit payable hereunder is paid by way of a deposit bond then the following provisions shall apply to the payment of the Deposit:

- a. In this Contract the word “*Bond*” means the real estate deposit bond issued to the Vendor at the request of the Purchaser.
- b. Subject to **clauses 44** herein, the delivery of the Bond upon or before the making of this Contract to the Deposit Holder shall, to the extent of the amount guaranteed under the Bond bears to the Deposit, be deemed for the purposes of this Contract to be payment of the Deposit, or part thereof, in accordance with this Contract.
- c. The Purchaser shall pay the amount stipulated in the Bond to the Vendor in cash or by unendorsed Bank Cheque on completion of this Contract, or at such other time as may be provided for the Deposit to be accounted for to the Vendor.
- d. If the Vendor serves on the Purchaser a notice in writing claiming the forfeit of the Deposit then, to the extent that the amount has not already been paid under the Bond, the Purchaser shall forthwith pay the Deposit (or so much thereof as has not been paid) to the Deposit Holder.
- e. The Vendor acknowledges that payment under the Bond shall, to the extent of the amount paid, be in satisfaction of the Purchaser’s obligation to pay the Deposit under **clause 44** herein.
- f. For the sake of clarity, the operation of this **clause 44** shall in no way limit the Vendor’s rights pursuant to **clause 39** should a Bond be paid that is less than ten per centum (10%) of the Purchase Price.

45. Limited Title

Notwithstanding any other provision herein, in the event that the title to the Land is Limited Title, but not Qualified Title, the Vendor shall be under no obligation to provide to the Purchaser any Abstract of Title or Old System Documents in relation to the subject Land.

46. Real Estate Agent

The Purchaser warrants that they were not introduced to the Vendor or the Property by or through a medium of Real Estate Agent or Agency other than the Vendor’s Agent as described on the front page of this Contract. In the event of a breach of this warranty the Purchaser shall indemnify the Vendor for and against any claim for commission by any person other than the Vendor’s Agent.



47. Requisitions on Title

In accordance with **clause 5.1** herein, the Purchaser is taken to have made the following requisitions as at the Contract Date, and the Vendor is taken to have made the corresponding replies. Notwithstanding anything to the contrary contained herein, the Purchaser shall not be entitled to raise any further requisitions in relation to this Contract, the property or the title.

Number	Requisition	Reply
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?	No.
2	Are there any encroachments by or upon the property?	Not as far as the Vendor is aware, but the Purchaser must rely on their 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?	As far as the Vendor is aware, yes.
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?	No.
5	Are there any advices, proposals, enquiries, notices, claims or disputes that might affect the property?	No.
a.	The Vendor may rescind this Contract by notice to the Purchaser if notice is not given under clause 48.d. by the date specified in therein. This is the Vendor's only remedy for the Purchaser's failure to give notice.	

48. Conditions of Sale by Auction

If the property is, or is intended to be, sold at auction:

- a. The term "*Bidders Record*" means the bidders record to be kept pursuant to clause 13 of the Property, Stock and Business Agents Regulation 2014 (NSW) ("*the Regulations*") and section 68 of the *Property, Stock and Business Agents Act 2002* NSW ("*the Act*").
- b. The following conditions are prescribed as applicable to and in respect of the sale by Auction of all Land and/or Livestock:
 - i. The Vendor's Reserve Price must be given in writing to the Auctioneer before the Auction commences (but not if the auction relates solely to livestock);



- ii. A bid for the Vendor cannot be made unless the Auctioneer has, before the commencement of the Auction, announced clearly and precisely the number of bids that may be made by or on behalf of the Vendor;
 - iii. The highest bidder is the Purchaser, subject to any Reserve Price;
 - iv. In the event of a disputed bid, the Auctioneer is the sole arbitrator and the Auctioneer's decision shall be final;
 - v. The Auctioneer may refuse to accept any bid that, in the Auctioneer's opinion, is not in the best interests of the Vendor;
 - vi. A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person;
 - vii. A bid cannot be made or accepted after the fall of the hammer; and
 - viii. As soon as practicable after the fall of the hammer the Purchaser is to sign the agreement (if any) for sale.
- c. The following conditions (in addition to those prescribed by **clause 51.b.** herein) are prescribed as applicable to and in respect of the sale by Auction of Residential Property or Rural Land:
- i. All bidders must be registered in the bidders record and display an identifying number when making a bid;
 - ii. Subject to **clause 51.d.** herein, the Auctioneer may make only one Vendor bid at an auction for the sale of Residential Property or Rural Land and no other Vendor bid may be made by the Auctioneer or any other person; and
 - iii. Immediately before making a Vendor bid the Auctioneer must announce that the bid is made on behalf of the Vendor or announces "*Vendor Bid*".
- d. The following conditions (in addition to those prescribed by **clauses 51.b. and 51.c.** herein) are prescribed as applicable to and in respect of the sale by Auction of Co-Owned Residential Property or Rural Land, or the sale of such Land by a Vendor as Executor, Trustee or Administrator:
- i. More than one Vendor bid may be made to purchase the interest of a Co-Owner;
 - ii. A bid by or on behalf of an Executor, Trustee or Administrator may be made to purchase in that capacity;
 - iii. Before the commencement of the Auction, the Auctioneer must announce that bids to purchase the interest of another Co-Owner or to purchase as Executor, Trustee or Administrator may be made by or on behalf of the Vendor; and
 - iv. Before the commencement of the Auction, the Auctioneer must announce the bidder registration number of any Co-Owner, Executor, Trustee or



Administrator or any person registered to bid on behalf of any Co-Owner, Executor, Trustee, or Administrator.

- e. The following condition (in addition to those prescribed by **clause 51.b.** herein) is prescribed as applicable to and in respect of the sale by Auction of Livestock. The Purchaser of Livestock must pay the Agent who conducted the Auction, or under whose immediate and direct supervision the Auction was conducted, or the Vendor the full amount of the Purchase Price:
 - i. If the amount can reasonably be determined immediately after fall of hammer, then before the close of the next Business Day following the auction; or
 - ii. If that amount cannot reasonably be determined immediately after the fall of the hammer, then before the close of the next Business Day following determination of that amount. Unless some other time for payment is specified in a written agreement between the Purchaser and the Agent, or the Purchaser and the Vendor, made before the fall of the hammer.

49. Electronic signing

- a. For the purposes of the *Electronic Transactions Act 1999 (Cth)* and *Electronic Transactions Act 2000 (NSW)*, each of the parties consents to receiving and sending the Contract and notices under the same electronically.
- b. The parties further agree that this Contract may be:
 - i. signed in any number of counterparts with the same effect as if the signatures to each counterpart were on the same instrument;
 - ii. executed by way of a secure electronic signing platform, such as Adobe DocuSign, provided that the signing party must provide the other party, on request, a copy of the signing certificate for their records; and/or
 - iii. exchanged by way of emailed or facsimiled copies of the signed contract.
- c. Unless otherwise agreed, if Contracts are exchanged in accordance with **clause 52(b)(ii)**, the parties are under no obligation to forward the original wet-inked signature, the copy of which was used for exchange.

50. Payment of the deposit

The Parties agree that, without limiting **clause 39**, the deposit is to be paid as follows:

- a. 10% of the Purchase Price payable on or before Contract Date; and
- b. The balance of Purchase Price payable on the earliest of completion or upon forfeiture of the deposit in accordance with the terms of this Contract.



FOLIO: 33/1198266

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
9/2/2024	1:23 PM	6	25/3/2022

LAND

LOT 33 IN DEPOSITED PLAN 1198266
AT CASUARINA
LOCAL GOVERNMENT AREA TWEED
PARISH OF CUDGEN COUNTY OF ROUS
TITLE DIAGRAM DP1198266

FIRST SCHEDULE

BENJAMIN PAUL TUTKALUK
ALISON MICHELLE TUTKALUK
AS JOINT TENANTS (T AN441637)

SECOND SCHEDULE (14 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 DP1030322 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (10) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 3 DP1030322 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (11) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 DP1048494 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (3) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 DP1048494 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (4) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 DP1048494 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (5) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 7 DP1048494 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (6) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 8 DP1048494 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (7) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 9 DP1198266 EASEMENT FOR DRAINAGE OF SEWAGE 3 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 10 DP1198266 EASEMENT FOR DRAINAGE OF WATER 3 METRE(S) WIDE

END OF PAGE 1 - CONTINUED OVER

FOLIO: 33/1198266

PAGE 2

SECOND SCHEDULE (14 NOTIFICATIONS) (CONTINUED)

- AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 11 DP1198266 EASEMENT FOR DRAINAGE OF WATER 3 METRE(S) WIDE
APPURTENANT TO THE LAND ABOVE DESCRIBED
 - 12 DP1198266 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (13) IN THE S.88B INSTRUMENT
 - 13 DP1198266 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (15) IN THE S.88B INSTRUMENT
 - 14 AR992783 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP
LIMITED

NOTATIONS

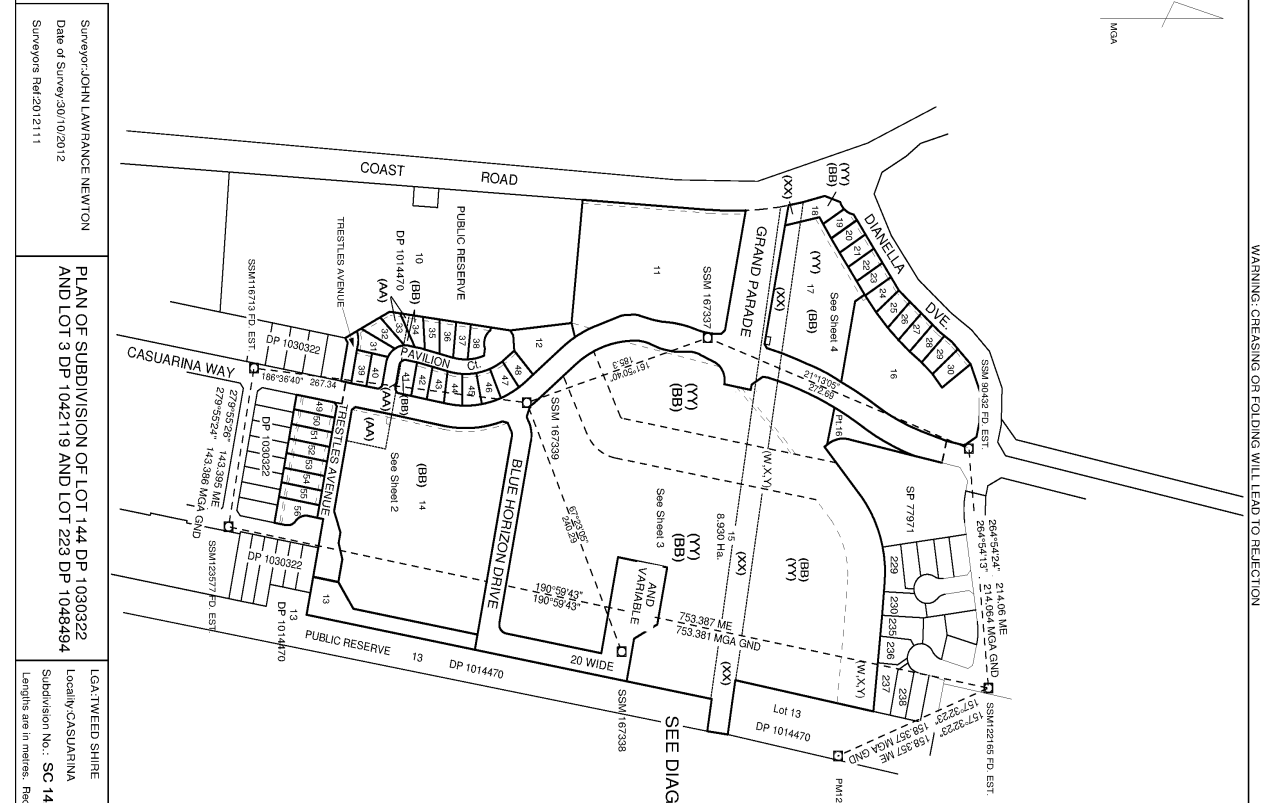
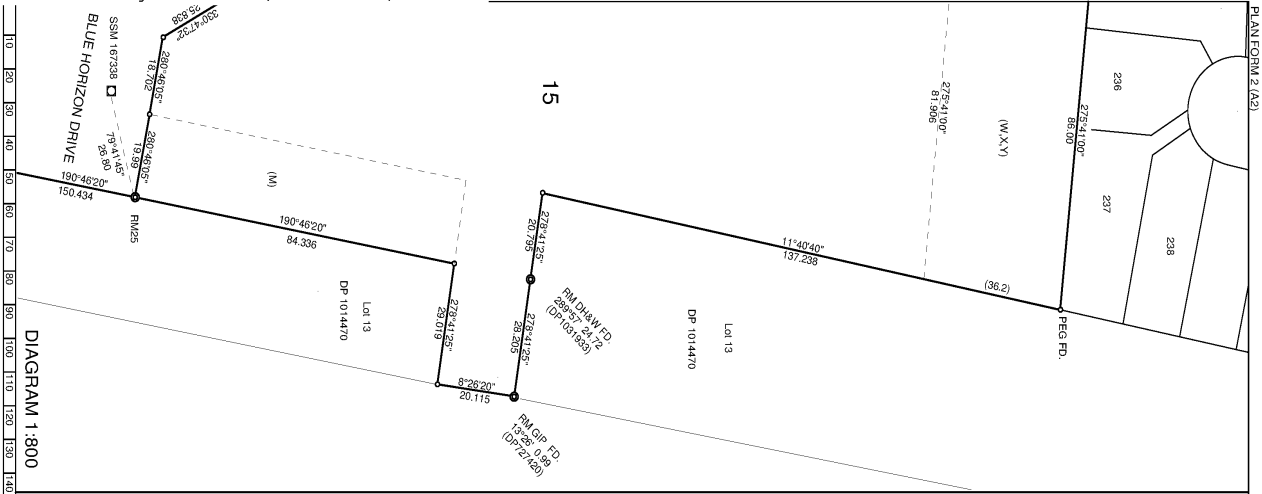
UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

2400488

PRINTED ON 9/2/2024

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



MARK	EXISTING	CLASS	ORDER	METHOD	ORIGIN
SSM 1221952	556286-934	687014.618	A	3	SCIMS
SSM 123577	556142.745	68689275.339	C	3	SCIMS
PM124413	556446.881	6869666.327	C	3	SCIMS
SSM 118719	556071.555	6869201.040	C	3	SCIMS
SSM 167237	556977.4	6868921.040	U	U	SCIMS
SSM 167238	556254	6868957	U	U	SCIMS
SSM 167239	556032	6869855	U	U	SCIMS

COMBINED SCALE FACTOR	ZONE
0.999831 <td>56 </td>	56

Connection SSM 123577 to Ctr PM2
355.2538 44.81

CORNER	BEARING	DISTANCE	COMBINED SCALE FACTOR	BEARING	DISTANCE	TYPE
RM1	111°05'	4.28	0.999831	107°19'25"	6.515	DH & W
RM2	281°05'	3.09	0.999831	158°44'45"	1.444	DH & W
RM3	170°12'20"	5.535	0.999831	277°50'05"	1.175	GP
RM4	135°48'15"	8.44	0.999831	198°40'25"	5.135	DH & W
RM5	149°55'25"	14.685	0.999831	268°22'20"	19.58	DH & W
RM6	145°58'45"	11.1	0.999831	282°59'40"	21.725	DH & W
RM7	152°34'15"	11.1	0.999831	287°32'55"	4.785	DH & W
RM8	152°34'15"	0.795	0.999831	284°32'20"	22.05	DH & W
RM9	288°34'40"	4.375	0.999831	290°48'55"	5.87	DH & W
RM10	280°24'55"	15.615	0.999831	350°39'35"	18.69	DH & W
RM11	106°24'30"	3.545	0.999831	144°45'45"	1.565	DH & W
RM12	284°38'55"	3.34	0.999831	140°35'55"	1.355	DH & W
RM13	285°44'25"	9.56	0.999831	152°05'40"	1.715	DH & W
RM14	159°48'30"	4.29	0.999831	88°41'05"	1.67	DH & W
RM15	257°20'10"	5.6	0.999831	230°50'55"	4.47	DH & W
RM16	278°55'28"	29.285	0.999831	281°52'55"	15.508	DH & W
RM17	278°55'28"	143.388	0.999831	281°52'55"	15.508	DH & W

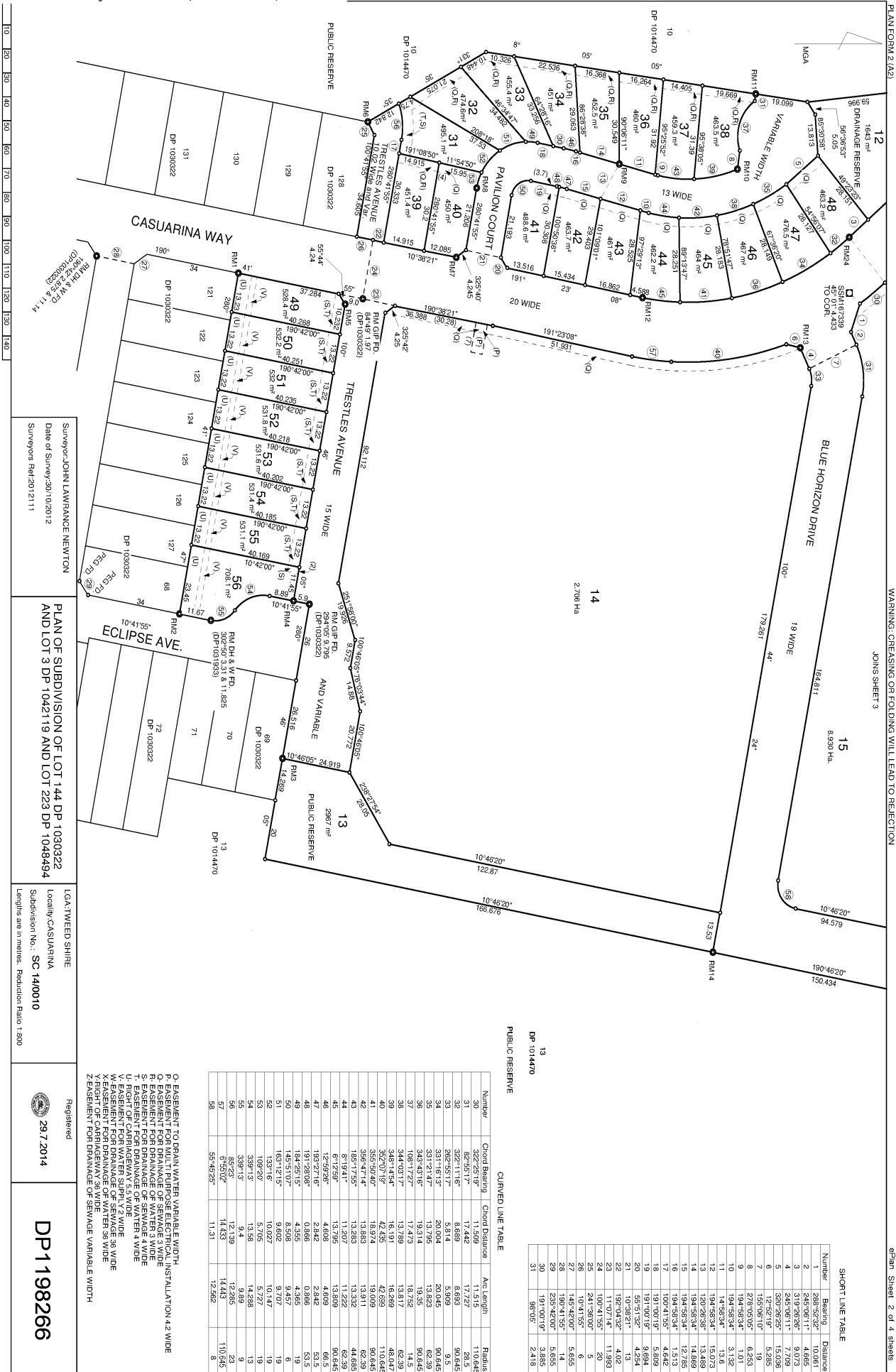
(XX) LAND EXCLUDES MINERALS (S 171 CROWN LANDS ACT, 1989)
(YY) LAND EXCLUDES MINERALS AND IS SUBJECT TO RESTRICTIONS AND CONDITIONS
(ZZ) RESTRICTION ON THE USE OF LAND NO. (3), (4), (5), (6) AND (7) (DP104494)

W. EASEMENT FOR DRAINAGE OF SEWAGE 36 WIDE
X. EASEMENT FOR DRAINAGE OF WATER 36 WIDE
Y. RIGHT OF CARRIAGEWAY 36 WIDE

Registered
29.2.2014
DP1198266

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

Figure Sheet 1 of 4 sheets



Surveyor: JOHN LAWRENCE NEWTON
 Date of Survey: 30/10/2012
 Surveyors Ref: 20121111

PLAN OF SUBDIVISION OF LOT 144 DP 1030322
 AND LOT 3 DP 1042119 AND LOT 223 DP 1048494

LOCALITY: CASUARINA
 Subdivision No.: SC 140010
 Lengths are in metres. Production Ratio 1:800

Registered 29/7/2014

DP1198266

CURVED LINE TABLE

Number	Chord Bearing	Chord Distance	Arc Length	Radius
30	322°25'19"	11,589	11,515	11,048
31	82°55'17"	17,442	17,727	28,5
32	322°11'16"	8,689	8,689	90,645
33	282°55'17"	5,814	5,909	9,3
34	331°18'13"	20,004	20,045	90,045
35	331°18'13"	19,314	19,314	90,645
36	345°43'16"	17,473	18,152	90,645
37	108°17'27"	13,789	13,817	62,39
38	344°03'17"	16,191	16,689	110,045
39	345°14'54"	42,435	42,699	110,045
40	325°07'19"	13,883	13,811	62,39
41	356°47'14"	13,883	13,811	62,39
42	185°17'55"	13,283	13,332	44,695
43	81°19'41"	11,207	11,222	62,39
44	61°21'59"	13,795	13,609	90,645
45	17°59'29"	4,608	4,609	66,3
46	191°25'03"	0,866	0,866	53,2
48	184°25'05"	4,355	4,366	19,9
49	184°25'05"	8,508	9,457	6
50	165°12'15"	9,602	9,707	19
51	133°1'16"	10,277	10,447	19
52	133°1'16"	13,59	14,288	13
54	339°1'13"	9,4	9,89	9
55	85°23'	12,139	12,285	23
56	65°57'02"	14,433	14,443	110,545
57	55°45'25"	11,31	12,862	8

SHORT LINE TABLE

Number	Bearing	Distance
1	288°52'32"	10,061
2	245°06'11"	4,665
3	319°26'26"	9,073
4	245°06'11"	7,709
6	125°27'19"	5,285
7	165°06'10"	19
8	278°05'05"	6,233
9	194°58'34"	1,01
10	194°58'34"	3,192
11	194°58'34"	1,01
12	120°26'38"	15,073
13	120°26'38"	13,489
14	194°58'34"	14,869
15	194°58'34"	12,785
16	194°58'34"	1,513
18	191°00'19"	4,892
19	191°00'19"	9,694
20	55°51'32"	4,254
21	10°38'21"	1,03
22	192°04'32"	4,02
24	100°41'55"	1,20
25	241°36'00"	5
26	10°41'55"	6
27	145°42'00"	5,655
28	250°41'55"	14
29	191°00'19"	3,882
31	98°05'	2,418

PLANFORM 2 (A2)

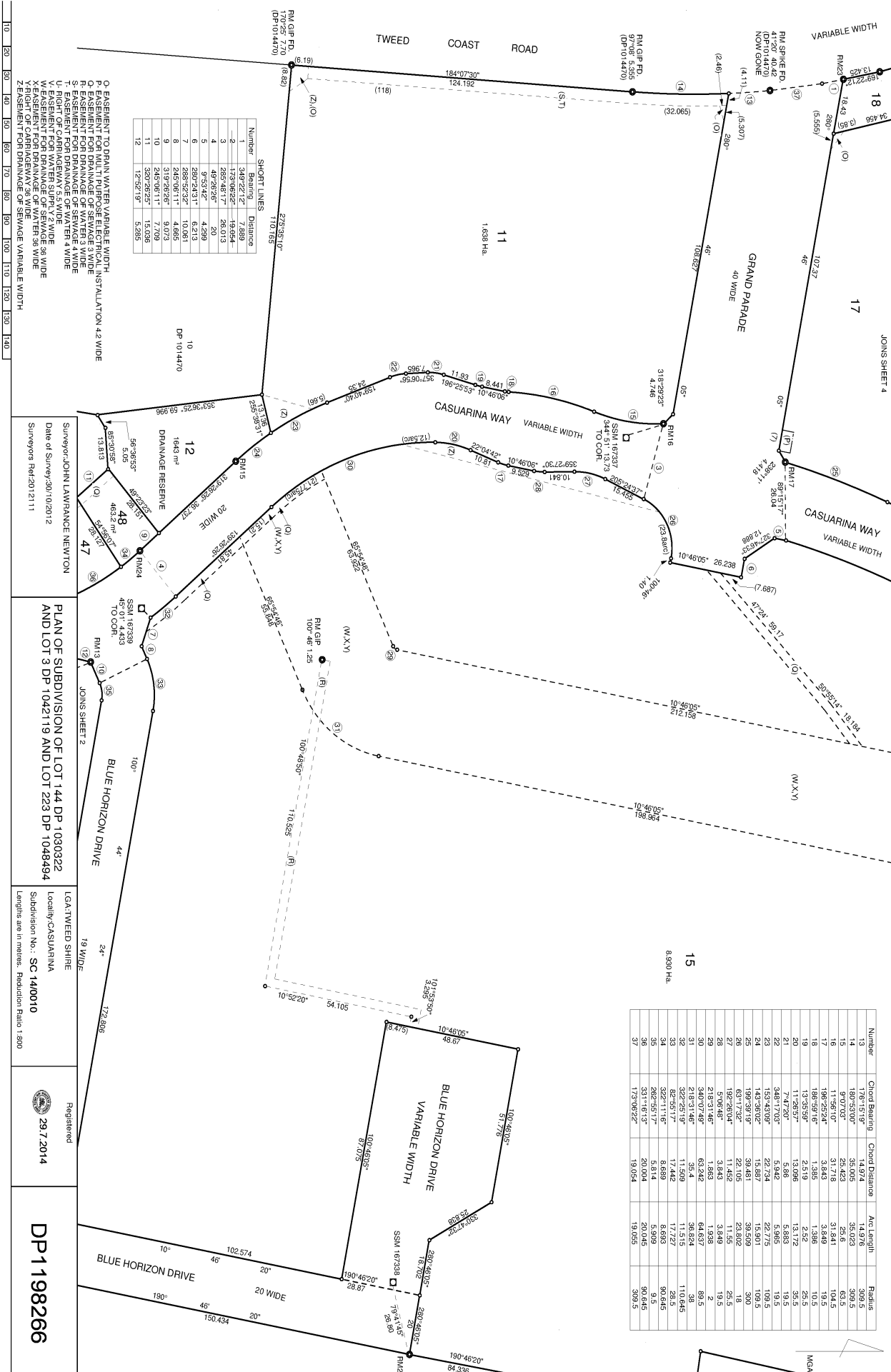
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DP1198266
 Plan Sheet 2 of 4 sheets

PLANFORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Plan Sheet 3 of 4 sheets



Number	Bearing	Distance
1	348°22'12"	7.889
2	173°06'22"	19.654
3	285°48'17"	26.013
4	48°28'28"	4.20
5	280°24'31"	6.213
6	285°52'32"	10.661
7	285°08'11"	4.665
8	319°28'26"	9.073
9	245°08'11"	7.709
10	320°06'43"	5.265
11	16°58'19"	5.859
12		

Number	Chord Bearing	Chord Distance	Arc Length	Radius
1	160°33'00"	35.076	35.076	309.5
12	9°07'03"	25.453	25.6	63.5
13	11°56'10"	31.718	31.841	104.5
14	196°55'24"	3.843	3.849	19.5
15	186°59'16"	1.385	1.388	10.5
16	11°32'37"	13.98	13.92	25.5
17	7°47'20"	5.88	5.88	19.5
18	348°17'03"	5.942	5.965	19.5
19	143°36'02"	16.867	15.901	109.5
20	82°51'17"	17.442	17.727	28.5
21	192°26'04"	11.452	11.55	25.5
22	5°06'48"	3.843	3.849	19.5
23	218°51'46"	1.863	1.938	2
24	340°07'49"	63.242	64.637	89.5
25	52°52'16"	55.21	55.21	30
26	82°51'17"	17.442	17.727	28.5
27	322°11'16"	8.689	8.693	90.845
28	262°55'17"	5.814	5.909	9.5
29	331°16'13"	20.004	20.045	90.845
30	173°06'22"	19.054	19.055	309.5

10 20 30 40 50 60 70 80 90 100 110 120 130 140

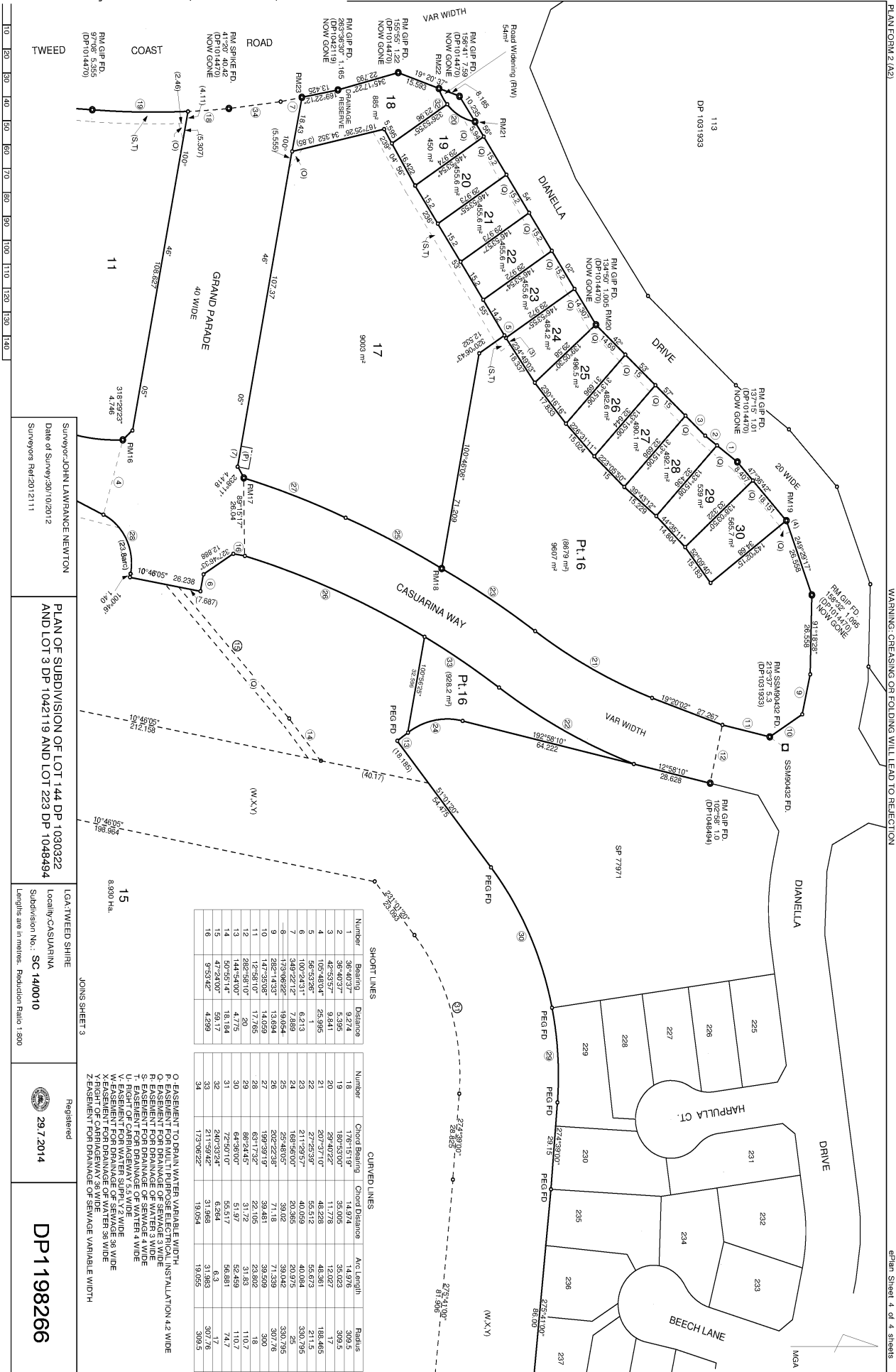
Surveyor: JOHN LAWRENCE NEWTON
 Date of Survey: 30/10/2012
 Surveyors Ref: 2012/111

PLAN OF SUBDIVISION OF LOT 144 DP 1030322
 AND LOT 3 DP 1042119 AND LOT 223 DP 1048494

Local: TWEED SHIRE
 Locality: CASUARINA
 Subdivision No.: SC 14/0010
 Lengths are in metres. Reduction Ratio 1:800

Registered
 29.7.2014

DP1198266



Surveyor: JOHN LAWRENCE NEWTON
 Date of Survey: 30/10/2012
 Surveyors Ref: 20121111

PLAN OF SUBDIVISION OF LOT 144 DP 1030322
 AND LOT 3 DP 1042119 AND LOT 223 DP 1048494

LOCALITY: CASUARINA
 Subdivision No.: SC 140010
 Lengths are in metres. Production Ratio 1:800

Registered
 29.7.2014

DP1198266

SHORT LINES

Number	Bearing	Distance
1	35°40'37"	8.274
2	36°44'30"	10.430
3	42°53'57"	9.841
4	105°48'04"	25.995
5	56°53'24"	1
6	100°24'31"	6.213
7	339°26'22"	16.869
8	282°14'35"	13.894
9	282°14'35"	13.894
10	147°35'08"	14.059
11	12°58'10"	17.765
12	282°38'10"	4.20
13	52°58'10"	18.175
14	52°58'10"	18.175
15	47°24'00"	59.17
16	9°53'42"	4.299


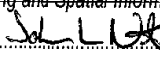
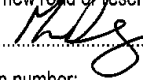
CURVED LINES

Number	Chord Bearing	Chord Distance	Arc Length	Radius
16	107°13'10"	4.074	5.916	309.5
17	149°13'10"	9.178	12.027	17
20	29°40'22"	11.778	18.846	17
21	207°47'10"	48.228	188.465	17
22	27°25'39"	55.512	211.5	17
23	211°29'57"	40.059	40.084	330.795
24	268°36'00"	20.059	20.075	330.795
25	268°36'00"	20.059	20.075	330.795
26	202°25'28"	71.16	71.339	307.76
27	199°39'19"	39.481	39.509	300
28	63°17'32"	22.105	23.802	18
29	88°24'45"	31.72	31.83	110.7
30	94°26'10"	51.17	52.489	110.7
31	240°33'24"	6.284	6.3	17
32	211°59'42"	31.988	31.983	307.76
33	173°05'22"	19.054	19.055	309.5

O EASEMENT TO DRAIN WATER VARIABLE WIDTH
 P EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH
 R EASEMENT FOR DRAINAGE OF WATER 3 WIDE
 S EASEMENT FOR DRAINAGE OF WATER 4 WIDE
 U EASEMENT FOR DRAINAGE OF WATER 5 WIDE
 V EASEMENT FOR DRAINAGE OF WATER 6 WIDE
 W EASEMENT FOR DRAINAGE OF WATER 7 WIDE
 X EASEMENT FOR DRAINAGE OF WATER 8 WIDE
 Y RIGHT OF CARRIAGEWAY 36 WIDE
 Z EASEMENT FOR DRAINAGE OF SEWAGE VARIABLE WIDTH

10 20 30 40 50 60 70 80 90 100 110 120 130 140

PLANFORM 2 (A2) WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION Plan Sheet 4 of 4 sheets

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 3 sheet(s)
<p>Registered:  29.7.2014</p> <p>Title System: TORRENS</p> <p>Purpose: SUBDIVISION</p>	<p>Office Use Only</p> <h1 style="margin: 0;">DP1198266</h1> <p>Office Use Only</p>	
<p>PLAN OF SUBDIVISION OF LOT 144 DP 1030322 AND LOT 3 DP 1042119 AND LOT 223 DP 1048494</p>	<p>LGA: TWEED</p> <p>Locality: CASUARINA</p> <p>Parish: CUDGEN</p> <p>County: ROUS</p>	
<p>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 style="text-align: center;">JOHN LAWRENCE NEWTON</p> <p>I, of NEWTON DENNY CHAPELLE</p> <p>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 <u>30/10/2012</u>.....</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: <u>20/02/2014</u></p> <p>Surveyor ID:1729.....</p> <p>Datum Line:SSM 122165 TO SSM 123577.....</p> <p>Type: Urban /Rural</p> <p>The terrain is *Level-Undulating / *Steep-Mountainous.</p> <p>*Strike through if inapplicable.</p> <p>^Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>	
<p style="text-align: center;">Subdivision Certificate</p> <p>I, MICK DENNY</p> <p>*Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: </p> <p>Accreditation number:</p> <p>Consent Authority: <u>Tweed Shire Council</u></p> <p>Date of endorsement: <u>13/6/2014</u></p> <p>Subdivision Certificate number: <u>SC14/0010</u></p> <p>File number: <u>DA10/0222</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 GRAND PARADE 40 WIDE AND ROAD WIDENING (RW) AND TRESTLES AVENUE 15 WIDE, 10.02 WIDE AND VARIABLE WIDTH AND BLUE HORIZON DRIVE 19 WIDE 20 WIDE AND VARIABLE WIDTH AND PAVILION COURT 13 WIDE AND VARIABLE WIDTH AND THE EXTENSION OF CASUARINA WAY 20 WIDE AND VARIABLE WIDTH TO THE PUBLIC AS ROAD</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>DP1030322 DP1042119 DP1048494</p> <p style="text-align: right;">If space is insufficient continue on PLAN FORM 6A</p> <p>Surveyor's Reference: 2012/111</p>	


PLAN UNRBA (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Office Use Only	Office Use Only
Registered:  29.7.2014	<h1>DP1198266</h1>
PLAN OF SUBDIVISION OF LOT 144 DP 1030322 AND LOT 3 DP 1042119 AND LOT 223 DP 1048494	
Subdivision Certificate number: <u>SC14/0010</u> Date of Endorsement: <u>13/6/2014</u>	This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> • A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2012</i> • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals- see 195D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

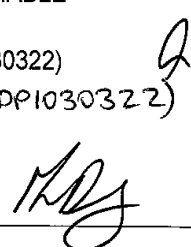
IT IS INTENDED TO DEDICATE
 LOT 13 AS PUBLIC RESERVE AND
 LOT 12 AND LOT 18 AS DRAINAGE RESERVE

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, AS AMENDED, 1919, IT IS INTENDED TO CREATE:


- 1)EASEMENT TO DRAIN WATER VARIABLE WIDTH (O)
 - 2)EASEMENT FOR MULTI PURPOSE ELECTRICAL INSTALLATION 4.2 WIDE (P)
 - 3)EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE (Q)
 - 4)EASEMENT FOR DRAINAGE OF WATER 3 WIDE (R)
 - 5) EASEMENT FOR DRAINAGE OF SEWAGE 4 WIDE (S)
 - 6) EASEMENT FOR DRAINAGE OF WATER 4 WIDE (T)
 - 7)RIGHT OF CARRIAGEWAY 5.5 WIDE (U)
 - 8)EASEMENT FOR WATER SUPPLY 2 WIDE (V)
 - 9)EASEMENT FOR DRAINAGE OF SEWAGE 36 WIDE (W)
 - 10)EASEMENT FOR DRAINAGE OF WATER 36 WIDE (X)
 - 11)RIGHT OF CARRIAGEWAY 36 WIDE (Y)
 - 12)EASMENT FOR DRAINAGE OF SEWAGE VARIABLE WIDTH (Z)
 - 13)RESTRICTIONS ON USE OF LAND
 - 14)RESTRICTIONS ON USE OF LAND
 - 15) RESTRICTIONS ON USE OF LAND
 - 16) RESTRICTIONS ON USE OF LAND
- TO RELEASE:
- 1)EASEMENT FOR DRAINAGE OF WATER 7,12,14,32,36 WIDE AND VARIABLE(DP1031933)
 - 2)EASEMENT FOR DRAINAGE OF SEWAGE 3,32,36 WIDE AND VARIABLE (DP1048494)
 - 3)RIGHT OF CARRIAGEWAY 20,32,36 WIDE AND VARIABLE (DP1048494)
 - 4)EASEMENT FOR DRAINAGE OF SEWAGE 3,4,5,6,8,AND 16 WIDE AND VARIABLE (DP1030322)
 - 5)RIGHT OF CARRIAGEWAY 10 AND 16 WIDE AND VARIABLE WIDTH (DP1030322)
 - 6)EASEMENT FOR ELECTRICTY SUPPLY 2 WIDE, 3, 10 and variable (DP1030322)
 - 7)EASEMENT TO DRAIN SEWAGE 3 WIDE (A1261344E)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 2012/111



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

Office Use Only
Registered:  29.7.2014

Office Use Only
DP1198266

PLAN OF SUBDIVISION OF
LOT 144 DP 1030322 AND LOT 3 DP 1042119
AND LOT 223 DP 1048494

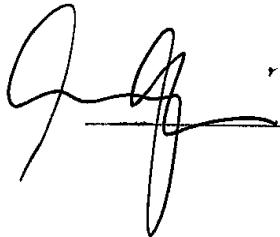
- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) SSI Regulation 2012
 - Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
 - Signatures and seals- see 195D Conveyancing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

Subdivision Certificate number: SC14/0010
Date of Endorsement: 13/6/2014

Street numbers were not available for all of the lots shown on the plan

SIGNED by CLARENCE PROPERTY CORPORATION)
LIMITED ACN 094 710 942 by its attorney)
Gregory Charles O'meara under Power of)
Attorney Book 4642 NO. 506 who certifies)
he has received no notice of revocation)
of that power of attorney.)


Witness ALEXANDER JAMES RICHARDS
SOLICITOR


Attorney

Full name of Witness

SIGNED by NATIONAL AUSTRALIA BANK)
LIMITED ABN 12 004 937 by its attorney)
< MICHAEL SWINDELLS under Power of Attorney Book 4512 NO.39)

who certifies he/she has received no notice of
revocation of that power of attorney

Witness THAMANI NDLOVU
ANALYST
PROPERTY FINANCE
QUEENSLAND


Attorney

Full name of Witness

If space is insufficient use additional annexure sheet



Surveyor's Reference: 2012/111

PLAN FORM 3

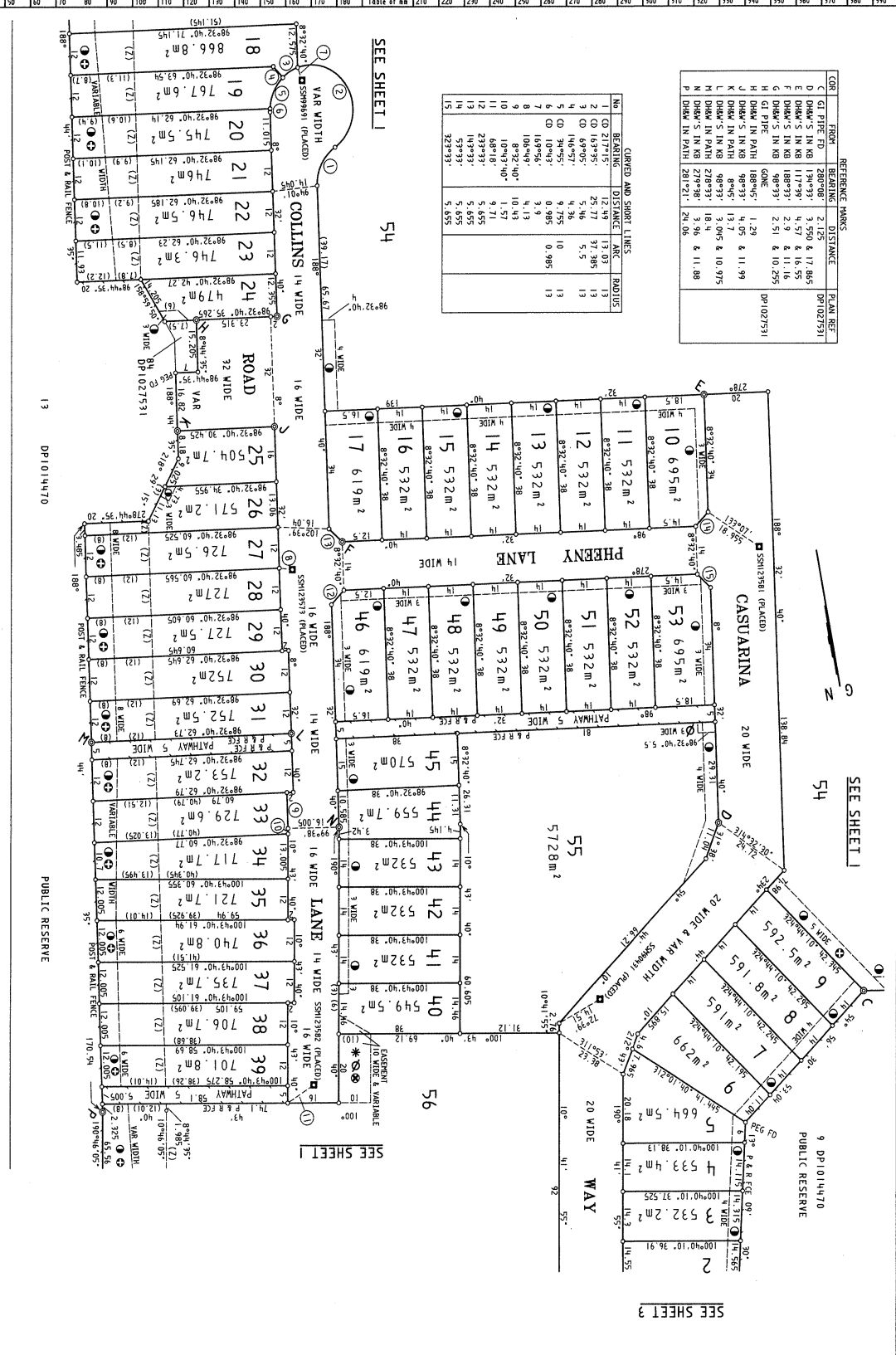
To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

*OFFICE USE ONLY

CR	FROM	BEARING	DISTANCE	PLAN REF
C	G1 PIPE FD	260°00'	2.125	DP1027531
D	DRAW' S IN KB	134°33'	3.550 & 17.865	DP1027531
E	DRAW' S IN KB	117°39'	4.57 & 16.55	DP1027531
F	DRAW' S IN KB	188°33'	2.9 & 11.16	DP1027531
G	DRAW' S IN KB	68°33'	2.51 & 10.255	DP1027531
H	DRAW' S IN KB	188°35'	1.29	DP1027531
I	DRAW' S IN KB	8°45'	4.05 & 11.99	DP1027531
J	DRAW' S IN KB	8°45'	13.7	DP1027531
K	DRAW' S IN KB	8°45'	3.095 & 10.975	DP1027531
L	DRAW' S IN KB	278°33'	18.4	DP1027531
M	DRAW' S IN KB	278°33'	3.796 & 11.88	DP1027531
N	DRAW' S IN KB	201°21'	43.00	DP1027531

NO	BEARING	DISTANCE	ARC	RADIUS
1	CD 271°35'	12.44	13.08	13
2	CD 67°05'	25.46	5.5	13
3	CD 67°05'	5.46	5.5	13
4	CD 34°55'	9.755	10	13
5	CD 104°43'	0.985	0.985	13
6	CD 104°43'	3.9	3.9	13
7	CD 34°55'	10.43	10.43	13
8	CD 271°35'	1.57	1.57	13
9	CD 271°35'	4.688	9.71	13
10	CD 67°05'	5.655	5.655	13
11	CD 67°05'	5.655	5.655	13
12	CD 271°35'	5.655	5.655	13
13	CD 271°35'	5.655	5.655	13



- ① EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE, 4 WIDE, 5 WIDE, 6 WIDE, 8 WIDE, 16 WIDE & VARIABLE WIDTH.
- ② EASEMENT FOR DRAINAGE OF WATER'S WIDE, 6 WIDE, 8 WIDE, 10 WIDE, 16 WIDE & VARIABLE WIDTH.
- ③ EASEMENT FOR WATER SUPPLY 10 WIDE & VARIABLE WIDTH.
- ④ EASEMENT FOR CARRIAGE WAY 10 WIDE, 16 WIDE & VARIABLE WIDTH.
- ⑤ EASEMENT FOR WATER SUPPLY 10 WIDE & VARIABLE WIDTH.
- (2) RESTRICTION ON THE USE OF LAND.

FOR CONNECTIONS BETWEEN STATE SURVEY MARKS - SEE SHEET 1

DP1030322

Registered 26 JUNE 2001

This is sheet 2 of the plan of 4 sheets dated 5 JUNE 2001

Survey registered under the Surveyors Act 1978

[Signature]
 Surveyor registered under the Surveyors Act 1978

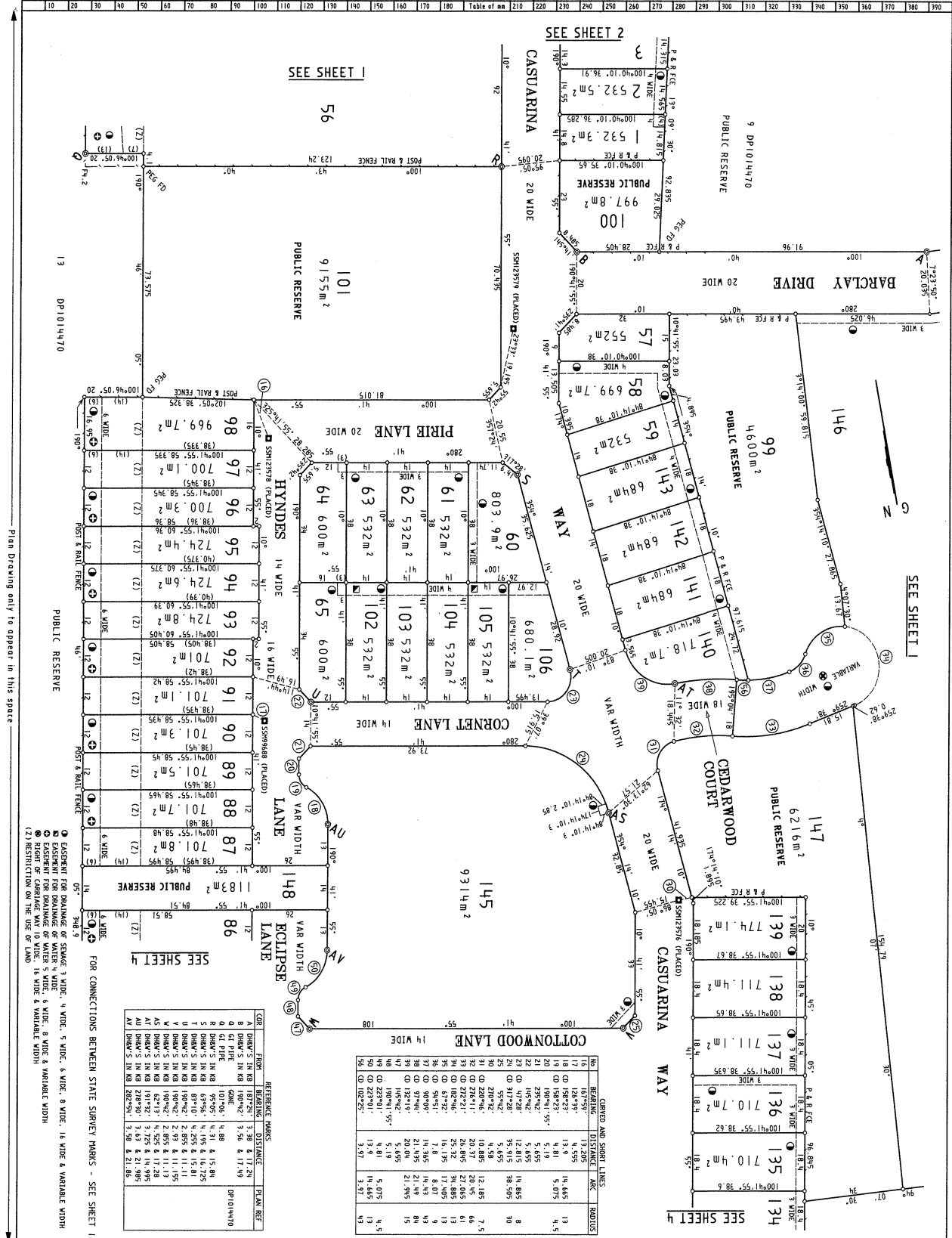
For any other space is mentioned in any part of this plan, it shall be taken to be void.

(CONTINUED FROM SHEET 1)

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, AS AMENDED IT IS INTENDED TO:-

CREATE:

- 1 EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE, 4 WIDE, 5 WIDE, 6 WIDE, 8 WIDE, 16 WIDE & VARIABLE WIDTH.
 - 2 EASEMENT FOR DRAINAGE OF WATER'S WIDE, 6 WIDE, 8 WIDE, 10 WIDE, 16 WIDE & VARIABLE WIDTH.
 - 3 EASEMENT FOR WATER SUPPLY 10 WIDE & VARIABLE WIDTH.
 - 4 EASEMENT FOR CARRIAGE WAY 10 WIDE, 16 WIDE & VARIABLE WIDTH.
 - 5 EASEMENT FOR WATER SUPPLY 10 WIDE & VARIABLE WIDTH.
 - 6 EASEMENT FOR WATER SUPPLY 10 WIDE & VARIABLE WIDTH.
 - 7 RESTRICTION ON THE USE OF LAND.
 - 8 RESTRICTION ON THE USE OF LAND.
 - 9 RESTRICTION ON THE USE OF LAND.
 - 10 RESTRICTION ON THE USE OF LAND.
 - 11 RESTRICTION ON THE USE OF LAND.
 - 12 RESTRICTION ON THE USE OF LAND.
- RELEASE:
- 1 RIGHT OF CARRIAGEWAY 20 WIDE AND VARIABLE WIDTH (DP1014470).
 - 2 RIGHT OF CARRIAGE WAY 10 WIDE AND 20 WIDE (DP1027531).
 - 3 EASEMENT FOR DRAINAGE OF WATER 10 WIDE AND VARIABLE WIDTH (DP1027531).
 - 4 EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE, 4 WIDE, 5 WIDE AND VARIABLE WIDTH (DP1027531).
- Reduction Ratio 1:1800
- Surveyors Reference: A618/17A (CHECKLIST)



PLAN FORM 3
 To be used in conjunction with Plan Form 2
 WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION
 *OFFICE USE ONLY

Plan Drawing only to appear in this space

- 1 EASTERN BOUNDARY OF LOT 101
- 2 EASTERN BOUNDARY OF LOT 102
- 3 EASTERN BOUNDARY OF LOT 103
- 4 EASTERN BOUNDARY OF LOT 104
- 5 EASTERN BOUNDARY OF LOT 105
- 6 EASTERN BOUNDARY OF LOT 106
- 7 EASTERN BOUNDARY OF LOT 107
- 8 EASTERN BOUNDARY OF LOT 108
- 9 EASTERN BOUNDARY OF LOT 109
- 10 EASTERN BOUNDARY OF LOT 110
- 11 EASTERN BOUNDARY OF LOT 111
- 12 EASTERN BOUNDARY OF LOT 112
- 13 EASTERN BOUNDARY OF LOT 113
- 14 EASTERN BOUNDARY OF LOT 114
- 15 EASTERN BOUNDARY OF LOT 115
- 16 EASTERN BOUNDARY OF LOT 116
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- 93 EASTERN BOUNDARY OF LOT 193
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- 96 EASTERN BOUNDARY OF LOT 196
- 97 EASTERN BOUNDARY OF LOT 197
- 98 EASTERN BOUNDARY OF LOT 198
- 99 EASTERN BOUNDARY OF LOT 199
- 100 EASTERN BOUNDARY OF LOT 200

NO.	BEARING	DISTANCE	ARC	RADIUS
1	151°55'	13.205		
2	151°55'	13.205		
3	151°55'	13.205		
4	151°55'	13.205		
5	151°55'	13.205		
6	151°55'	13.205		
7	151°55'	13.205		
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96	151°55'	13.205		
97	151°55'	13.205		
98	151°55'	13.205		
99	151°55'	13.205		
100	151°55'	13.205		

DP1030322

Registered 27.6.2001

This is sheet 3 of the plan of 4 sheets covered by Subdivision Certificate No. 1030322 of 27.6.2001.

Survey registered under the Surveyors Act 1928.

[Signature]

Date: 5 JUNE 2001

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

Reduction Ratio: 1:800

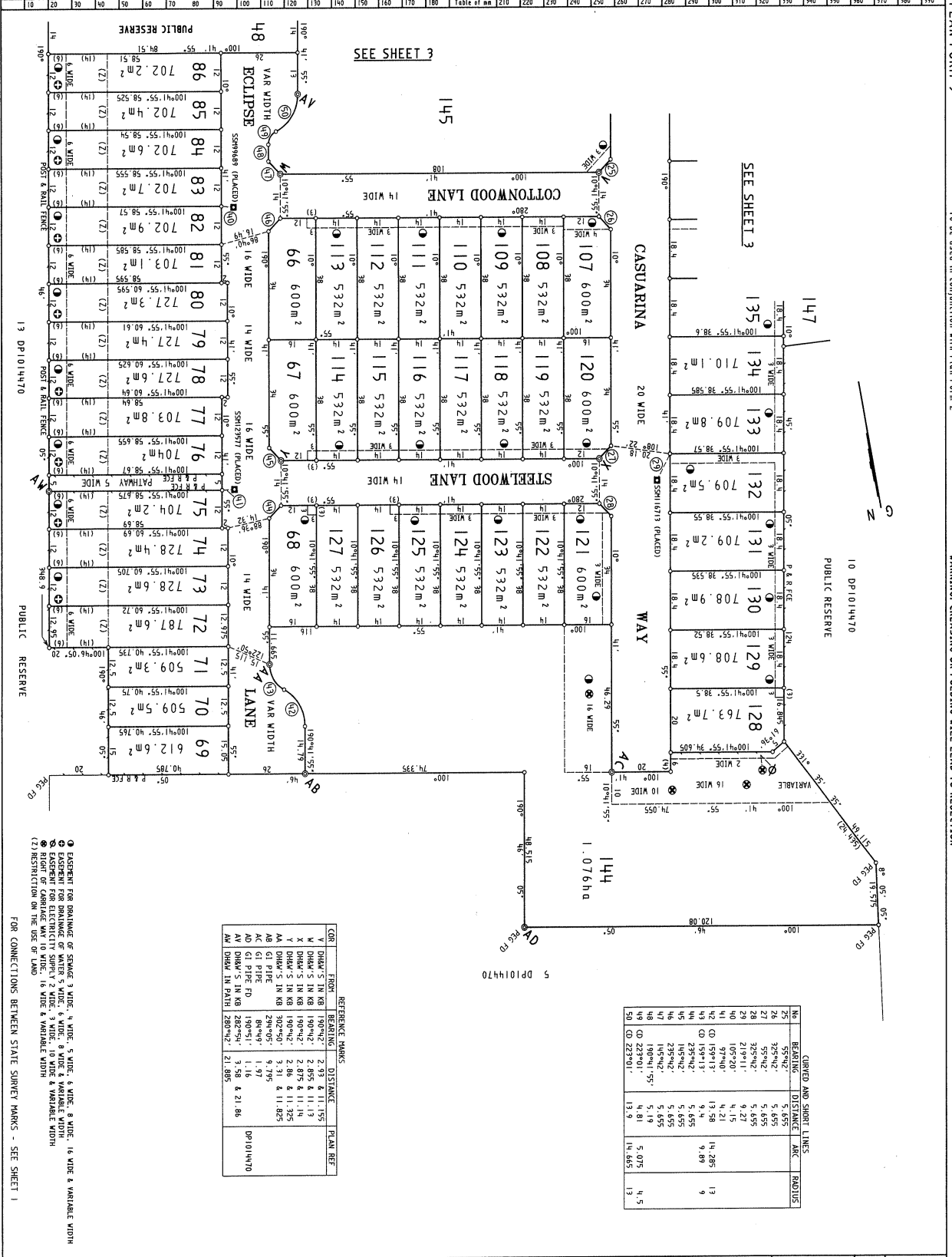
Surveyor's Reference: A78/18A (CHECKLIST)

PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY



13 DP1014470
 PUBLIC RESERVE
 POST & RAIL FENCE
 1.076ha
 5 DP1014470
 PUBLIC RESERVE
 1.0 DP1014470
 PUBLIC RESERVE

Plan Drawing only to appear in this space

- EASTERN FOR DRAINAGE OF SPACES 3 WIDE, 4 WIDE, 5 WIDE, 6 WIDE, 8 WIDE, 10 WIDE, 14 WIDE & VARIABLE WIDTH
- EASTERN FOR DRAINAGE OF WATER 5 WIDE, 6 WIDE, 8 WIDE & VARIABLE WIDTH
- EASTERN FOR ELECTRICITY SUPPLY 2 WIDE, 3 WIDE, 10 WIDE & VARIABLE WIDTH
- RIGHT OF WAY, 16 WIDE & VARIABLE WIDTH
- RESTRICTION ON THE USE OF LAND

FOR CONNECTIONS BETWEEN STATE SURVEY MARKS - SEE SHEET 1

CON	FROM	REFERENCE MARKS	DISTANCE	PLAN REF
V	DIRM 5 IN KB	190m2	2.93 & 11.195	
M	DIRM 5 IN KB	190m2	2.895 & 11.19	
X	DIRM 5 IN KB	190m2	2.86 & 11.325	
AA	DIRM 5 IN KB	302m50	3.31 & 11.825	
AB	GI PIPE	29m05	9.795	
AC	GI PIPE	8m49	1.97	
AD	GI PIPE	190m51	1.16	DP1014470
AE	DIRM 5 IN KB	282m54	3.58 & 21.86	
AF	DIRM 1 IN KB	280m74	21.005	

NO	BEARING	DISTANCE	ARC	RADIUS
25	S59°42'	5.655		
26	S52°42'	2.465		
27	S52°42'	5.655		
28	S25°42'	5.655		
29	219°11'	9.27		
40	105°20'	4.15		
41	91°40'	4.21		
42	CO 159°13'	13.58	14.285	13
43	CO 238°42'	5.655		
44	CO 238°42'	5.655		
45	CO 238°42'	5.655		
46	CO 238°42'	5.655		
47	CO 222°01'	5.19		
48	CO 222°01'	4.81		
49	CO 222°01'	5.075		
50	CO 222°01'	14.605		
		13.3		4.5

Reduction Ratio 1:800
 SURVEYOR'S REFERENCE A/B 70/19A (CHECKLIST)

DP1030322

Registered 27 Jun 2001

This is sheet 4 of the plan of 4 sheets covered by Subdivision Certificate No. 1030322.

Surveyor registered under the Surveyors Act 1928.

Other notices in this plan are contained in any part of Plan Form 2.

PLAN FORM 2
 SIGNATURES AND SEALS ONLY



Director
 Director



Director
 Director
 Director

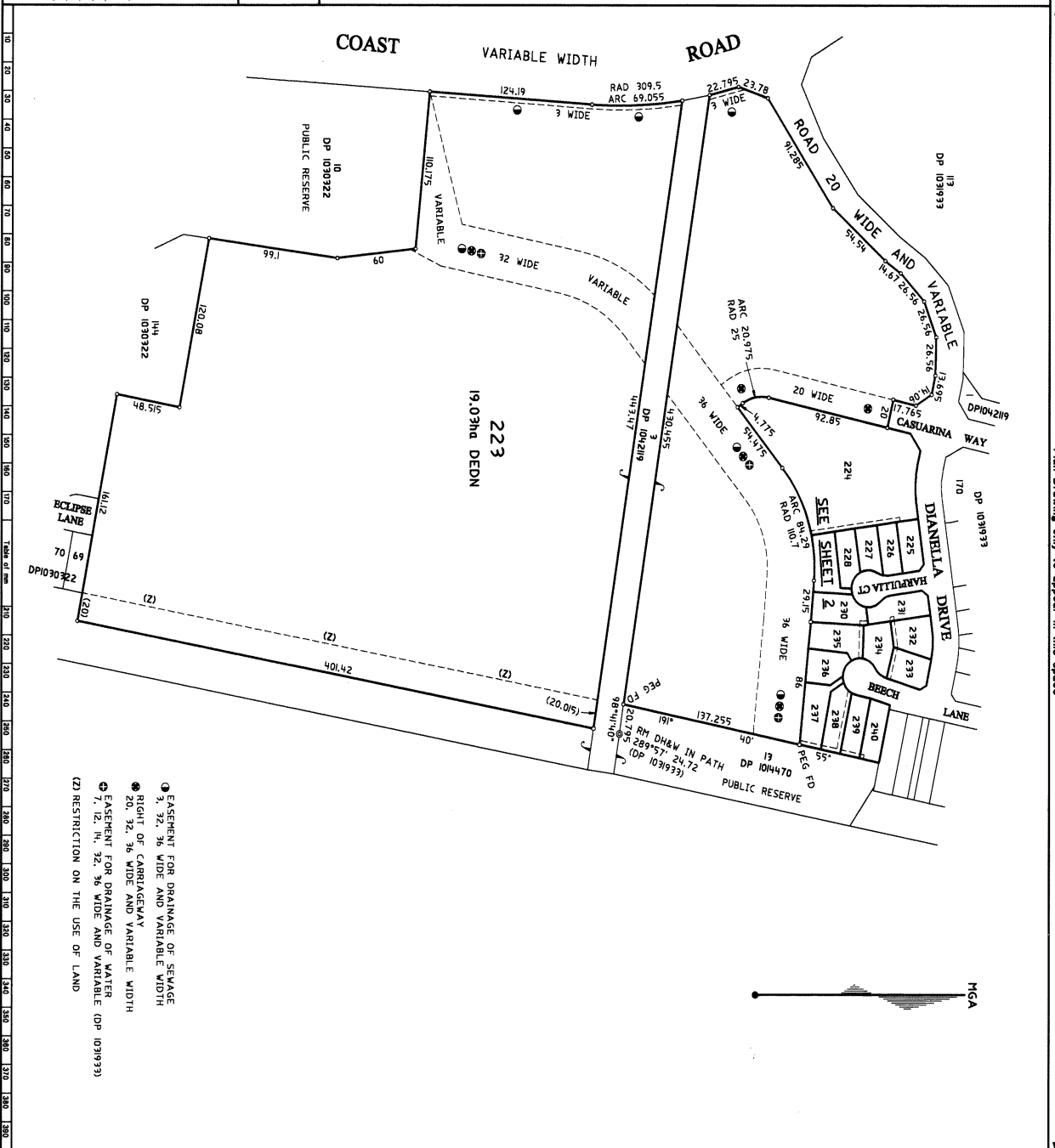
Westpac Banking Corporation
 M/L 33 on 671 tel by its attorney
 Jonathan Kent Percy, Ten Three
 Attorney under Power of Attorney
 Book 4239 of 332.

Crown Lands Office Approval

Subdivision Certificate
 I hereby certify that the provisions of a copy of the Environmental Planning and Assessment Act 1979 in relation to the proposed SUBDIVISION
 have been satisfied or waived.

Authorised Person: [Signature]
 Assistant Authority: Tweed Shire Council
 Date of Endorsement: 15 January 2003
 Subdivision Certificate No. SC0410071

NOTE: This plan is to be lodged electronically in the Land Titles Office. It is not valid until it has been approved by the Registrar-General. A copy of the plan must be lodged with the Registrar-General. A copy of the plan must be lodged with the Registrar-General. A copy of the plan must be lodged with the Registrar-General.



Plan Drawing only to appear in this space

- EASEMENT FOR DRAINAGE OF SEWAGE
- 3, 32, 36 WIDE AND VARIABLE WIDTH
- RIGHT OF CARRIAGEWAY
- 20, 32, 36 WIDE AND VARIABLE WIDTH
- EASEMENT FOR DRAINAGE OF WATER
- 7, 12, 14, 32, 36 WIDE AND VARIABLE (DP 1031933)
- (Z) RESTRICTION ON THE USE OF LAND

DP1048494

Registered: TORRENS
 Title System: SUBDIVISION
 Purpose: X 540-7
 Ref. Map: D P 1048494

PLAN
 OF SUBDIVISION OF
 LOT 71 IN DP 1048416

Lengths are in metres Reduction Ratio 1:2000

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

This is sheet 1 of my plan in sheets

1. KENNETH GEORGE BUCKLEY
 2. ANTHONY JOHN LISMORE NEW 2180
 3. [Signature]
 Registered 2002 and was amended on 9th DEC 2002
 The survey relates to
 Lots 241-240 & NEW ROADS
 [Signature]
 Date: 11 DEC 2002 Type: [Signature]
 Survey registered under the Survey Act 1981

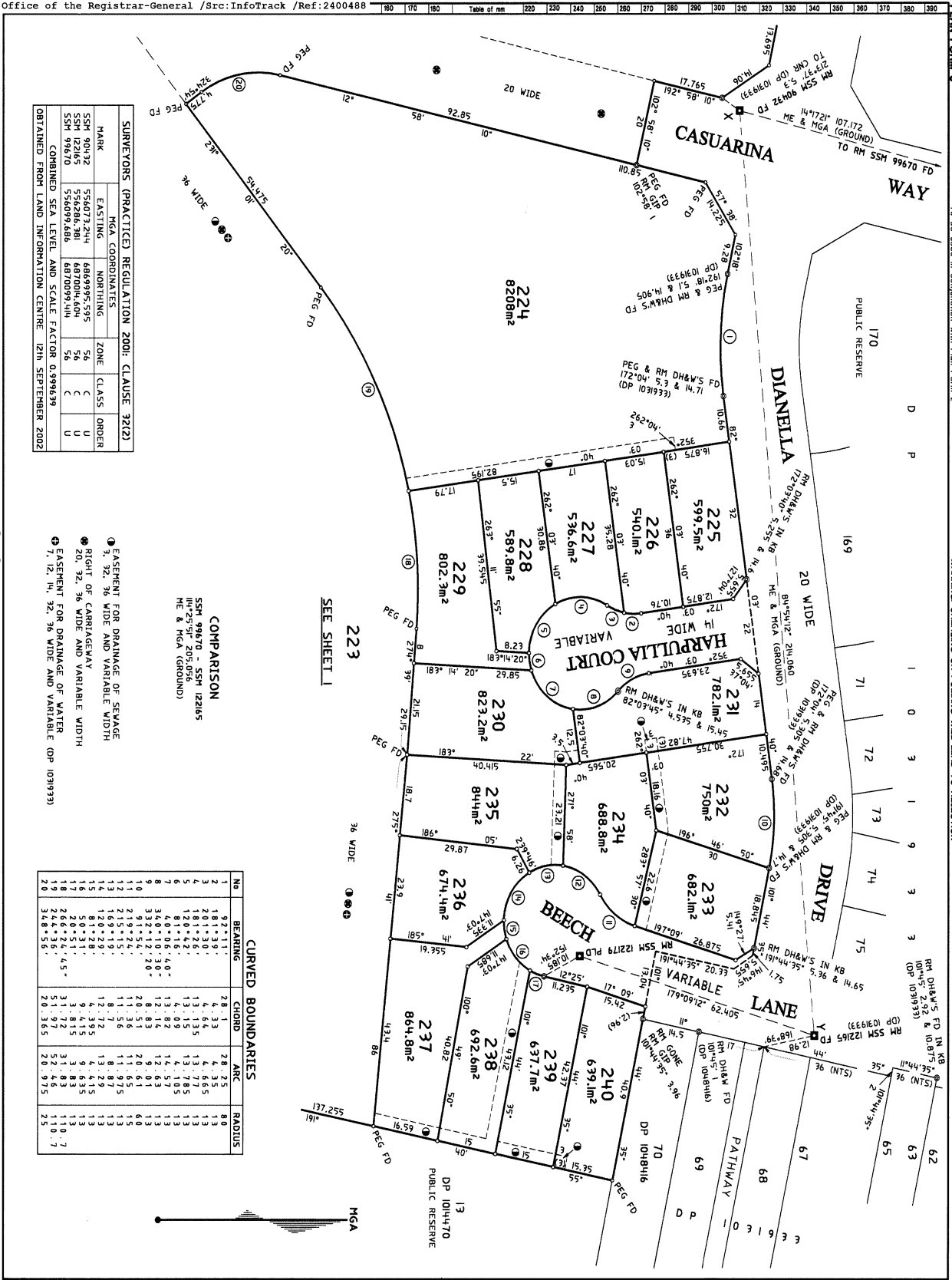
Plans used in preparation of Survey/Compilation:
 DP 1030322
 DP 1031933
 DP 1044770
 DP 1042119
 DP 1048416

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

IT IS INTENDED TO DEDICATE
 HARBULLA COURT
 EXTENSION OF BEECH LANE

PURSUANT TO SECTION 888 OF THE
 CONVEYANCING ACT 1919, AS AMENDED
 IT IS INTENDED TO:
 CREATE:
 1. EASEMENT FOR DRAINAGE OF SEWAGE
 3, 32, 36 WIDE AND VARIABLE WIDTH
 2. RIGHT OF CARRIAGEWAY
 20, 32, 36 WIDE AND VARIABLE WIDTH
 3. RESTRICTION ON THE USE OF LAND
 4. RESTRICTION ON THE USE OF LAND
 5. RESTRICTION ON THE USE OF LAND
 6. RESTRICTION ON THE USE OF LAND

(CONTINUED ON SHEET 2)



SURVEYORS (PRACTICE) REGULATION 2001: CLAUSE 32(2)				
MARK	EASTING	NORTHING	ZONE	CLASS ORDER
SSM 90432	556073.224	686995.595	56	C
SSM 122165	556286.381	687004.604	56	C
SSM 99670	556099.686	687009.914	56	U

COMBINED SEA LEVEL AND SCALE FACTOR 0.999639
 OBTAINED FROM LAND INFORMATION CENTRE 12th SEPTEMBER 2002

COMPARISON

SSM 99670 - SSM 122165	SSM 122165 - SSM 99670
HE 29.51 (205.0356)	HE 29.51 (205.0356)
NE 2.51 (GROUND)	NE 2.51 (GROUND)

- 1. EASEMENT FOR DRAINAGE OF SEWAGE
- 2. 32, 36 WIDE AND VARIABLE WIDTH
- 3. RIGHT OF CARRIAGEWAY
- 4. 20, 32, 36 WIDE AND VARIABLE WIDTH
- 5. EASEMENT FOR DRAINAGE OF WATER
- 7, 12, 14, 32, 36 WIDE AND VARIABLE (DP 1031931)

CURVED BOUNDARIES

No	BEARING	CHORD	ARC	RADIUS
1	82°11'	28.75	88	80
2	181°30'	4.42	4.46	13
3	181°26'	13.13	13.77	13
4	120°42'	13.15	13.78	13
5	81°06'	4.10	4.15	13
6	81°06'	4.10	4.15	13
7	340°10'30"	12.14	12.63	13
8	332°12'20"	8.83	9.01	13
9	91°54'	20.57	20.61	66
10	215°15'	11.56	11.97	13
11	169°19'	8.7	8.87	13
12	120°29'	12.72	13.29	13
13	81°28'	4.29	4.43	13
14	81°28'	4.29	4.43	13
15	20°51'	3.81	3.83	13
16	20°51'	3.81	3.83	13
17	266°24'45"	31.72	31.83	110.7
18	244°36'	52.97	52.46	110.7
19	244°36'	20.58	20.57	23
20	82°11'	28.75	88	80

Plan Drawing only to appear in this grade

Scale: 1:400

Surveyors Reference: 4137Z

Authorised Person: [Signature]

1. EASEMENT FOR DRAINAGE OF SEWAGE

2. RIGHT OF CARRIAGEWAY

3. EASEMENT FOR WATER SUPPLY

7. RESTRICTION ON THE USE OF LAND

8. RESTRICTION ON THE USE OF LAND

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ORIGINAL

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.

ePlan

(Sheet 1 of 8)

Plan:

DP1198266

PLAN OF SUBDIVISION OF LOT 144 DP1030322 AND LOT 3 DP1042119 AND LOT 223 DP1048494
 Plan of ~~_____~~ covered by Subdivision Certificate No. 6014/0010 of 2014
 COVERED BY SUBDIVISION

Full name and address of the owner of the land:

Clarence Property Corporation Limited ACN 094 710 942
 of Unit 2, 75 Tamar Street, Ballina New South Wales 2478

Full name and address of the mortgagee of the land:

National Australia Bank Limited ABN 12 004 044 937 of
 Level 13, 100 Creek Street, Brisbane Queensland 4000

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan ¹ .	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to drain water variable width (O)	11, 16 , 17	Tweed Shire Council <i>A</i>
2	Easement for multi-purpose electrical installation 4.2 wide (P)	14, 17	Essential Energy
3	Easement for drainage of sewage 3 wide (Q)	14, 15, 16, 19 to 30 inclusive, 32 to 39 inclusive, 42 to 48 inclusive 40, 41	Tweed Shire Council <i>A</i>
4	Easement for drainage of water 3 wide (R)	15 32 33 34 35 36 37 38 39	Tweed Shire Council 31 31 and 32 31, 32 and 33 31, 32, 33 and 34 31, 32, 33, 34 and 35 31, 32, 33, 34, 35 and 36 31, 32, 33, 34, 35, 36 and 37 40
5	Easement for drainage of sewage 4 wide (S)	11, 16, 17, 31, 40 , 41 , 49 to 56 inclusive	Tweed Shire Council <i>A</i>

¹ Where the easement is limited in stratum, reference should be included in the intention panel of the plan and the easement statement in Part 1 of the Section 88B Instrument.

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DP 1198266

ePlan

PLAN OF SUBDIVISION OF LOT 144 DP1030322 AND LOT 3 DP1042119 AND LOT 233 DP1048494 COVERED BY SUBDIVISION CERTIFICATE NO. SC14/0010 OF 2014 (Sheet 2 of 8)

6	Easement for drainage of water 4 wide (T)	11 16 17 31 49 50 51 52 53 54 55	Tweed Shire Council 17 and Tweed Shire Council 16 and Tweed Shire Council 39 and Tweed Shire Council 50 to 56 inclusive and Tweed Shire Council 51 to 56 inclusive and Tweed Shire Council 52 to 56 inclusive and Tweed Shire Council 53 to 56 inclusive and Tweed Shire Council 54 to 56 inclusive and Tweed Shire Council 55 and 56 and Tweed Shire Council 56 and Tweed Shire Council
7	Right of carriageway 5.5 wide (U)	49 to 56 inclusive	each of the other lots from 49 to 56 inclusive
8	Easement for water supply 2 wide (V)	49 to 56 inclusive	Tweed Shire Council
9	Easement for drainage of sewage 36 wide (W)	15	Tweed Shire Council
10	Easement for drainage of water 36 wide (X)	15	Tweed Shire Council
11	Right of carriageway 36 wide (Y)	15	Tweed Shire Council
12	Easement for drainage of sewage variable width (Z)	11, 15	Tweed Shire Council
13	Restrictions on use of land	Each Lot (excluding 15)	Tweed Shire Council
14	Restrictions on use of land	Lots 49-56 (inclusive)	Tweed Shire Council
15	Restrictions on use of land	Lots 19-56 (inclusive)	Each of the other lots from 19-56 inclusive
16	Restrictions on use of land	Lots 40-48 (inclusive)	Tweed Shire Council

Part 1A (Release)

Number of item shown in the intention panel on	Identity of easement or profit à prendre to be	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed
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PLAN OF SUBDIVISION OF LOT 144 DP1030322 AND LOT 3 DP1042119 AND LOT 233 DP1048494
 COVERED BY SUBDIVISION CERTIFICATE NO. SC14/0010 OF 2014

DP1198266
 (Sheet 3 of 8)

the plan	released and referred to in the plan.		Authorities:
1	Easement for drainage of water 7, 12, 14, 32, 36 wide and variable (DP1031933)	223/1048494	Tweed Shire Council
2	Easement for drainage of sewage 3, 32, 36 wide and variable (DP1048494)	223/1048494	Tweed Shire Council
3	Right of carriageway 20, 32, 36 wide and variable (DP1048494)	223/1049494	Tweed Shire Council
4	Easement for drainage of sewage 3, 4, 5, 6, 8 and 16 wide and variable (DP1030322)	144/1030322	Tweed Shire Council
5	Right of Carriageway 10 and 16 wide and variable width (DP1030322)	144/1030322	Tweed Shire Council
6	Easement for Electricity Supply 2 wide, 3, 10 and variable (DP1030322)	144/1030322	Essential Energy
7	Easement to drain sewage 3 wide (A1261344E)	223/1048494 and 3/1042119	Tweed Shire Council

Part 2 (Terms)

1. Terms of Easement to drain water variable width numbered 1

As provided for in Part 3 of Schedule 4A of the *Conveyancing Act 1919*, provided that the body benefited and owner of the lot burdened by the easement must maintain the easement with the cost of that maintenance to be shared equally or proportionately on an equitable basis.

2. Terms of Easement for multi- purpose electrical installation 4.2 wide numbered 2

Terms of Easement for Multi-Purpose Electrical Installation

1. Essential Energy may:
 - 1.1. Install multi-purpose equipment within the easement site;
 - 1.2. Excavate the easement site to install the multi-purpose equipment;
 - 1.3. Use the multi-purpose equipment for the transmission of electricity, signals, fluids or gases;
 - 1.4. Enter the lot burdened using the most practical route (with or without vehicles, plant, equipment and materials) at all reasonable times (and at any time in the event of an emergency) and remain there for a reasonable time;
 - 1.5. Install its own gates, locks, roads, tracks, bridges and other means of access on the lot burdened;
 - 1.6. Trim or remove any vegetation from the lot burdened that:
 - 1.6.1. Could destroy, damage or interfere with its multi-purpose equipment;
 - 1.6.2. Could make its multi-purpose equipment become a potential cause of bush fire or a potential risk to public safety; or
 - 1.6.3. Could prevent reasonable access to the easement site or the multi-purpose equipment; and
 - 1.7. Remove any unauthorised encroachments from the easement site and recover the costs of carrying out the removal work and repairing any damage to the multi-purpose equipment by the unauthorised encroachment.

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PLAN OF SUBDIVISION OF LOT 144 DP1030322 DP1198266 ePlan
AND LOT 3 DP1042119 AND LOT 223 DP1048494 (Sheet 4 of 8)
COVERED BY SUBDIVISION CERTIFICATE NO. SC14/0010 OF 2014

2. In exercising its rights under this easement Essential Energy will take all reasonable precautions to minimise disturbance to the lot burdened and will restore the lot burdened as nearly as practicable to its original condition.
3. Essential Energy will at all times and at its own expense keep the multi-purpose equipment in a proper and fit state of repair.
4. The landowner agrees that it will not:
 - 4.1. Place or permit to be placed any services or structure within the easement site;
 - 4.2. Alter the surface of the easement site;
 - 4.3. Do or permit to be done anything that restricts access to the easement site by Essential Energy; or
 - 4.4. Plant or allow to grow vegetation other than low or horizontal growing grasses within the easement site,without the written permission of Essential Energy and in accordance with such conditions as Essential Energy may reasonably impose.
5. In this memorandum and any document which refers to it the following definitions apply:
 - 5.1. "Essential Energy" means Essential Energy its successors and assigns (who may exercise its rights by any persons authorised by it);
 - 5.2. "Easement Site" means the part of the lot burdened as the site of an easement for multi-purpose electrical reticulation;
 - 5.3. "Fluids" means and includes fluids of any description or kind;
 - 5.4. "Gases" means and includes gases of any description or kind;
 - 5.5. "Install" includes construct, repair, replace, maintain, modify, use and remove;
 - 5.6. "Landowner" means the registered proprietor of the lot burdened and its successors and assigns (including those claiming under or through the registered proprietor);
 - 5.7. "Lot burdened" means the land which has the burden of rights created by any document which refers to this memorandum;
 - 5.8. "Multi-purpose equipment" means:
 - 5.8.1. Above ground mains, wires, cables or other conduit, transformers (including pole-mounted and padmounted transformers), substations (including pole-mounted and padmounted substations), pumping stations, exchanges, boosters, microwave dishes, energy collection and/or generation devices and equipment together with any above ground or underground ancillary works including service cables and connecting cables and the supports therefore (including any towers and poles); and
 - 5.8.2. Underground mains, wires, cables, pipes or other conduit, transformers (including pole-mounted and padmounted transformers), substations (including pole-mounted and padmounted substations), pumping stations, exchanges, boosters, energy collection and/or generation devices and equipment and the supports therefore together with any above ground or underground ancillary works including service cables and connecting cables and the supports therefore (including towers and poles).
 - 5.9. "Services" includes overhead and underground telephone, communications, gas, water, sewage and drainage services;
 - 5.10. "Signals" means and includes data or signals of any description or kind;
 - 5.11. "Structure" includes building, wall retaining wall, carport and swimming pool but excludes furniture and garden ornament.

And it is hereby declared that the said easement is intended to be an easement in gross under Section 88A of the *Conveyancing Act 1919* and that the said easement may be released, varied or modified by Essential Energy.

3. **Terms of Easement for drainage of sewage 3 wide numbered 3**

As provided for in Part 6 of Schedule 4A of the *Conveyancing Act 1919*, provided that the body benefited and owner of the lots burdened by the easement must maintain the easement with the cost of that maintenance to be shared equally or proportionately on an equitable basis.

to  

PLAN OF SUBDIVISION OF LOT 144 DP1030322 DP1198266
AND LOT 3 DP1042119 AND LOT 223 DP1048494 (Sheet 5 of 8)
COVERED BY SUBDIVISION CERTIFICATE NO. SC14/0010 OF 2014

4. **Terms of Easement for drainage of water 3 wide numbered 4**

As provided for in Part 8 of Schedule 8 of the *Conveyancing Act 1919*, provided that the owner of the lots benefited and lots burdened by the easement must each maintain the easement with the cost of that maintenance to be shared equally or proportionately on an equitable basis.

5. **Terms of Easement for drainage of sewage 4 wide numbered 5**

As provided for in Part 6 of Schedule 4A of the *Conveyancing Act 1919*, provided that the body benefited and owner of the lots burdened by the easement must maintain the easement with the cost of that maintenance to be shared equally or proportionately on an equitable basis.

6. **Terms of Easement for drainage of water 4 wide numbered 6**

As provided for in Part 3 of Schedule 8 of the *Conveyancing Act 1919*, provided that the owner of the lots benefited and burdened by the easement must maintain the easement with the cost of that maintenance to be shared equally or proportionately on an equitable basis.

7. **Terms of Right of carriageway 5 wide numbered 7**

As provided for in Part 1 of Schedule 8 of the *Conveyancing Act 1919*, provided that the owner of the lots benefited and lots burdened by the easement must each maintain the easement with the cost of that maintenance to be shared equally or proportionately on an equitable basis.

8. **Terms of Easement for water supply 2 wide numbered 8**

As provided for in Part 10 of Schedule 4A of the *Conveyancing Act 1919*, provided that the body benefited and owner of the lots burdened by the easement must maintain the easement with the cost of that maintenance to be shared equally or proportionately on an equitable basis.

9. **Terms of Easement for drainage of sewage 36 wide numbered 9**

As provided for in Part 6 of Schedule 4A of the *Conveyancing Act 1919*, provided that the body benefited and owner of the lots burdened by the easement must maintain the easement with the cost of that maintenance to be shared equally or proportionately on an equitable basis.

10. **Terms of Easement for drainage of water 36 wide numbered 10**

As provided for in Part 7 of Schedule 4A of the *Conveyancing Act 1919*, provided that the body benefited and owner of the lots burdened by the easement must maintain the easement with the cost of that maintenance to be shared equally or proportionately on an equitable basis.

11. **Terms of Right of carriageway 36 wide numbered 11**

As provided for in Part 1 of Schedule 4A of the *Conveyancing Act 1919*, provided that the body benefited and owner of the lot burdened by the easement must maintain the easement with the cost of that maintenance to be shared equally or proportionately on an equitable basis.

12. **Terms of Easement for drainage of sewage variable width numbered 12**

As provided for in Part 3 of Schedule 8 of the *Conveyancing Act 1919*, provided that the body benefited and owner of the lots burdened by the easement must maintain the easement with the cost of that maintenance to be shared equally or proportionately on an equitable basis.

13. **Terms of Restriction numbered 13**

1. Roof water from dwellings or structures and water from hardstand/carparking, and impermeable landscaping areas must be discharged to an infiltration pit sized to accommodate the three (3) month recurrence interval storm (being storm events up to the 3 month ARI event (deemed to be 40% of the 1 year ARI event)) assuming a maximum infiltration rate of 3m per day.

PLAN OF SUBDIVISION OF LOT 144 DP 1030322 **DP1198266**
AND LOT 3 DP 1042119 AND LOT 223 DP 1048494 (Sheet 6 of 8)
COVERED BY SUBDIVISION CERTIFICATE NO. SC1410010 OF 2014

2. Any infiltration pit created on a Lot 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. Attached as Annexure A to this s88B instrument is an example plan detailing the required infiltration pit and drainage lines.~~

14. Terms of Restriction numbered 14

1. This restriction applies to each lot that has the benefit or burden of a retaining wall that prevents any cut or fill greater than 0.3m in vertical height within a zone adjacent to the wall that is equal to the height of the wall.
2. Each lot burdened and or benefited by this restriction must maintain the retaining wall to (Australian Standard) AS4678-2002 Earth Retaining Structures (as a Type 1 wall).

15. Terms of Restriction numbered 15

No development is permitted on the lot burdened unless it:

1. Complies with the Architectural Design Regulations issued by Clarence Property Corporation Limited ACN 094 710 942; and
2. Has received design endorsement from Clarence Property Corporation Limited ACN 094 710 942.

16. Terms of Restriction numbered 16

No development is permitted on the lot burdened that provides for access from Casuarina Way. Access to the lot burdened may only be from Pavilion Court.

Name of person empowered to release, vary or modify restriction numbered 13

Tweed Shire Council

Name of person empowered to release, vary or modify restriction numbered 14

Tweed Shire Council

Name of person empowered to release, vary or modify restriction numbered 15

Tweed Shire Council and Clarence Property Corporation Limited

Name of person empowered to release, vary or modify restriction numbered 16

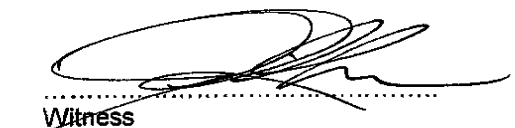
Tweed Shire Council

Signed in accordance with Conveyancing (General) Regulation 2013.

DP1198266

Plan of Subdivision of 144/1030322,
3/1042119 and 223/1048494.
Sub Cert No: SC 14/0010

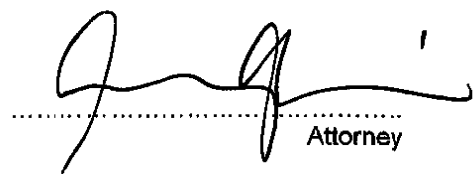
SIGNED by CLARENCE PROPERTY)
CORPORATION LIMITED ACN 094 710 942 by its)
attorney Gregory Charles O'Meara under)
Registered Power of Attorney Book 4642 No. 506)
who certifies he has received no notice of)
revocation of that power of attorney.)



Witness

ALEXANDER JAMES RICHARDS
SOLICITOR

Full name of Witness

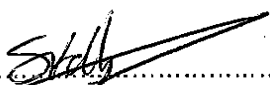


Attorney

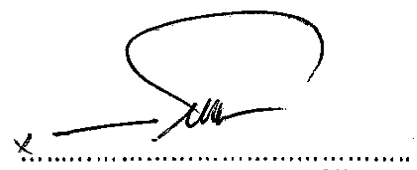
SIGNED by NATIONAL AUSTRALIA BANK)
LIMITED ABN 12 004 044 937 by its attorney)

X MICHAEL SWINDELLS)
.....under Power of Attorney)

X REGISTERED NO 39 BOOK 4512)
.....)
who certifies he/she has not received notice of)
revocation of that power of attorney)

X )
.....)
Witness)

X STEVE KELLY)
.....)
Full name of Witness)



Attorney



DP1198266

Plan of Subdivision of 144/1030322,
3/1042119 and 223/1048494.
Sub Cert No: SC 14/0010

SIGNED by ESSENTIAL ENERGY by its duly appointed attorney under power of attorney Book 4641 No. 640 in the presence of:

[Signature]
Signature of Witness

MICHELLE AKININ
DIVISIONAL ASSISTANT
ESSENTIAL ENERGY

Name of Witness

8 Buller Street
Port Macquarie NSW 2444
Address of Witness

[Signature]
Signature of Attorney

PETER BERICUA
GENERAL MANAGER
NETWORK OPERATIONS
ESSENTIAL ENERGY

Name and Title of Attorney

[Signature]
Signature of Attorney

KEN STONESTREET
CHIEF ENGINEER
ESSENTIAL ENERGY

Name and Title of Attorney

[Signature] (MICK DENNY)
TWEED SHIRE COUNCIL
AUTHORISED OFFICER

[Signatures]

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

(Sheet 1 of 15 sheets)

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DP1030322

Subdivision covered by Council's Certificate No *416/01* of 2001

Full name and address of

Kings Beach (No. 2) Pty Limited ACN 088

owner of the land:

124 190 of C/- Consolidated Properties, Level 12, 344 Queen Street, Brisbane, Qld, 4000

Full name and address of

Westpac Administration Pty Limited ACN 008

mortgagee of the land:

617 203 of Westpac Legal, Level 5, 1 Farrell Place, Canberra, ACT, 2600

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

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited Lot(s), bodies or Prescribed Authority:
1	Easement for drainage of sewage 3 wide, 4 wide, 5 wide, 6 wide, 8 wide, 16 wide and variable width.	1-24 (inclusive), 26-56 (inclusive), 58-68 (inclusive), 72-98 (inclusive), 102-126 (inclusive) and 128-146 (inclusive)	Tweed Shire Council
2	Easement for drainage of water 4 wide.	102 103 104 105 106	65 65, 102 65, 102, 103 65, 102, 103, 104 65, 102, 103, 104, 105
3	Easement for drainage of water 5 wide, 6 wide, 8 wide and variable width.	18 - 23 (inclusive), 26 - 39 (inclusive), 54, 56, 72 - 98 (inclusive)	Tweed Shire Council
4	Easement for electricity supply 2 wide, 3 wide, 10 wide and variable width.	40, 55, 56 and 144	North Power

DP1030322

(Sheet 2 of 17 sheets) *Handwritten initials*

5	Right of Carriageway 10 wide, 16 wide and variable width.	40, 56, 144, 146	Tweed Shire Council
6	Easement for water supply 10 wide and variable width.	40 and 56	Tweed Shire Council
7	Restriction(s) on the use of land.	Each lot of 18 - 23 (inclusive), 26 - 39 (inclusive), 54, 56, 72 - 98 (inclusive)	Every other lots of 18 - 23 (inclusive), 26 - 39 (inclusive), 54, 56, 72 - 98 (inclusive)
8	Restriction(s) on the use of land.	54, 146	Tweed Shire Council
9	Restriction(s) on the use of land.	54, 146	Tweed Shire Council
10	Restriction(s) on the use of land.	1-98 (inclusive), 102-146 (inclusive)	Tweed Shire Council
11	Restriction(s) on the use of land.	Each lot	Tweed Shire Council
12	Restriction(s) on the use of land.	Each lot of 1-54 (inclusive), 56-98 (inclusive), 102-143 (inclusive)	Every other lot of 1-54 (inclusive), 56-98 (inclusive) 102-143 (inclusive)

Part 1A (Release)

Number of item shown in the intention panel on the plan	Identity of easement, profit á 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).	87/1027531	29/1027531, 30/1027531, 84/1027531, 86/1027531
2	Right of Carriageway 10 wide and 20 wide (DP 1027531)	86/1027531, 87/1027531	Tweed Shire Council
3	Easement for drainage of water 10 wide, 20 wide and variable width (DP 1027531)	86/1027531	Tweed Shire Council
4	Easement for drainage of sewage 3 wide, 6 wide, 10 wide and variable width (DP 1027531)	86/1027531, 87/1027531	Tweed Shire Council

Part 2 (Terms)

1. Terms of easement for drainage of water 4 wide secondly 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:

DP1030322

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"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 electricity supply 3 wide, 10 wide and variable width fourthly referred to in the abovementioned plan:

As set out in registered memorandum 3820073.

3. Terms of Restriction on Use seventhly referred to in the abovementioned plan:

On each lot burdened no building, structure or other improvement (except fencing or landscaping) shall be constructed or made between the Eastern boundary of the lot burdened and the broken line designated (Z) on the plan.

4. Terms of Restriction on Use eighthly referred to in the abovementioned plan:

Direct vehicular access to and from the Coast Road from each lot burdened is prohibited other than from approved junctions.

5. Terms of Restriction on Use ninthly referred to in the abovementioned plan:

Alteration of the finished ground levels of the acoustical bund within 1 metre of the boundary of the lots burdened and the Coast Road is prohibited.

6. Terms of Restriction on Use tenthly referred to in the abovementioned plan:

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

6.2 Any infiltration pit created on a lot burdened shall be approved by the certifying authority that certifies any construction certificate for any dwelling constructed on a lot burdened and any application to the certifying authority for a construction certificate in respect of a dwelling shall be accompanied by a design for the proposed infiltration pit.

7. Terms of Restriction on Use eleventhly 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
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DP1030322

(Sheet 4 of 17 sheets)

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
Kudzoo	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	Zantedescantia aethopica
Bugle Lily	Watsonia bulbifera
Balsam, Busy Lizzie	Impatiens walleriana
Blue Periwinkle	Vinca major

DP1030322

(Sheet 5 of 17 sheets)

Canna Lily	Canna indica
Cardamon Ginger	Alpinia calcarata
Coral Berry	Rivina humilis
Crocosmia	Crocosmiax crocosmia
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	Sanseviera 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

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(Sheet 6 of 17 sheets)

Buddleja	Buddleja madagascariensis
Cassia, Winter Senna	Senna pendula var. glabrata
Smooth Senna	Senna X floribunda
Castor Oil Plant	Ricinus communis
Century Plant	Agave spp.
Cestrum:	
Green Cestrum	Cestrum parqui
Night Cestrum	Cestrum nocturnum
Orange Cestrum	Cestrum aurantiacum
Coffee	Coffee arabica
Dombeya	Eugenia dombeya
Honey Locust	Gleditsia triacanthos
Lantana	Lantana camara
Ochna	Ochna serrulata
Orange Jessamine	Murraya exotica Murraya paniculata
Privet:	
Large-leaved	Ligustrum lucidum
Small-leaved	Ligustrum sinense
Singapore Daisy	Wedelia trilobata
Tobacco Bush	Solanum mauritianum
Trees	
African Tulip Tree	Spathodea campanulata
Black Locust	Robinia pseudoacacia
Brazilian Cherry	Eugenia uniflora
Broad-leaved Pepper Tree	Schinus terebinthifolia
Brazilian Pepper Tree	Schinus areia
Cadagi	Corymbia torelliana (syn.Eucalyptus torrelliana)
Camphor Laurel	Cinnamomum camphora
Chinese Elm	Celtis sinensis

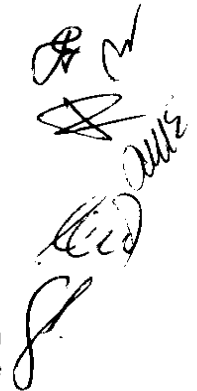
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(Sheet 7 of 17 sheets)

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

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- 7.4 No person occupying any lot may retrieve a dog that has been impounded by the Tweed Shire Council unless that person can satisfy Tweed Shire Council that a secure dog-proof compound has been constructed on the subject lot.
- 7.5 No person occupying any lot shall have more than one cat upon any lot, such cat being desexed and any such cat must be restrained within the building on the subject lot or within a secure night-cage between the hours of 6.00pm and 6.00am daily.

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

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;

(9) **"Design and Building Standards"** means, in relation to the Main Dwelling and other structures:

(a) a maximum height of 2 storeys;

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- (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; and

in any event, the maximum height must not exceed 12 metres;

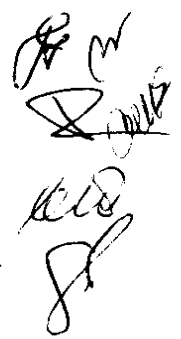
- (c) minimum setback from the Street Front Boundary is 6 metres, except in relation to verandahs, the set back for which must be in accordance with clause 1.1(9)(q);
- (d) minimum setback from a Secondary Street Boundary of a Corner Lot of 3 metres;
- (e) minimum Side Boundary setback of 900mm to the 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;
- (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;

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- (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;
- (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;
 - (iii) sleepers or timber boards;
 - (iv) gravel; or
 - (v) coloured concrete with inserts;

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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;

(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;

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- (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;
 - 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);

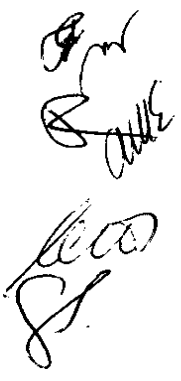
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- (d) Elevation plan (scale 1: 100) showing materials and colours to be used, floor to floor heights, height to eaves and overall height from natural ground level, roof pitches and signage.
- (19) **"Rear Boundary"** means any boundary line, or part 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.

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:
 - (a) such fence is erected without expense to Kings Beach (No. 2) Pty Ltd ACN 088 124 190; and

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(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.

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

Tweed Shire Council

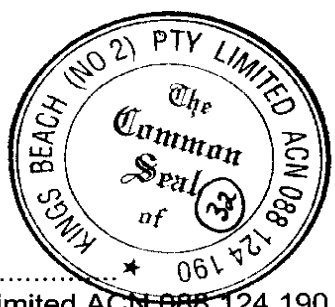
Name of Person empowered to release, vary or modify restriction twelfthly referred to in the abovementioned plan:

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

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

Tweed Shire Council

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DP1030322

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

.....
Westpac Administration Pty 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

[Handwritten signature]

.....
(I have no notice of revocation of this power of attorney)

[Handwritten signature]

Cline Schultz, Director

[Handwritten signature]

Anne Embicki, Secretary



Investment Management Australia Limited

(Sheet 17 of ¹⁷15 sheets) *[Handwritten initials]*
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Tweed Shire Council

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DP1030322

REGISTERED  27.6.2001

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

(Sheet 1 of 13 sheets)

DP1048494

Subdivision covered by Council's
Certificate No SC02 10071 of 2002

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 Banking Corporation ACN 007 457 141
of Level 15, 260 Queen Street, Brisbane, QLD,
4000

Investment Management Australia Limited ACN
088 366 867 of Level 12, 175 Eagle Street,
Brisbane, Qld, 4000

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited Lot(s), bodies or Prescribed Authority:
1	Easement for drainage of sewage 3, 32, 36 wide and variable width.	223, 224, 230, 231, 232, 233, 235, 237, 238, 239 and 240	Tweed Shire Council
2	Right of Carriageway 20, 32, 36 wide and variable width.	223	Tweed Shire Council
3	Restriction(s) on the use of land.	223	Tweed Shire Council
4	Restriction(s) on the use of land.	223	Tweed Shire Council
5	Restriction(s) on the use of land.	223	Tweed Shire Council
6	Restriction(s) on the use of land.	Each lot	Tweed Shire Council
7	Restriction(s) on the use of land.	Each lot	Tweed Shire Council
8	Restriction(s) on the use of land.	Each lot of 225-240 (inclusive)	Every other lot of 225-240 (inclusive)
9	Restriction(s) on the use of land.	Each lot of 228-240 (inclusive)	Tweed Shire Council

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(Sheet 2 of 13 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	Easement for drainage of sewage 3, 4, 7, 8, 12, 14, 32, 36 wide and variable (DP1031933)	71/1048416	Tweed Shire Council
2	Right of Carriageway 8, 20, 32, 36 wide and variable (DP1031933)	71/1048416	Tweed Shire Council
3	Easement for Water Supply 8 wide (DP1031933)	71/1048416	Tweed Shire Council

Part 2 (Terms)

1. Terms of Restriction on Use thirdly 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.
2. Terms of Restriction on Use fourthly 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.
3. Terms of Restriction on Use fifthly 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.
4. Terms of Restriction on Use sixthly referred to in the abovementioned plan:
 - 4.1 Roof water from dwellings or structures must be discharged to an infiltration pit sized to accommodate the 3 month average recurrence interval storm.
 - 4.2 Any infiltration pit created on a lot burdened shall be approved by the certifying authority that certifies any construction certificate for any dwelling constructed on a lot burdened and any application to the certifying authority for a construction certificate in respect of a dwelling shall be accompanied by a design for the proposed infiltration pit.

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(Sheet 3 of 13 sheets)

5. Terms of Restriction on Use seventhly referred to in the abovementioned plan:

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

Vines and Creepers

Common Name

Asparagus fern

Balloon vine

Black-eyed Susan

Blue Thunbergia

Cape Ivy

Cats Claw Creeper

Climbing Fig

Climbing Nightshade

Dutchman's Pipe

Flame Flower

Florists Smilax

Japanese Honeysuckle

Kudzoo

Madeira Vine

Morning Glory:

Blue morning Glory

Coastal Morning Glory

Purple Morning Glory

Moon Flower

Moth Vine

Passionfruit:

Corky Passionfruit Vine

White Passionfruit Flower

Edible Passionfruit

Skyflower

Thorny Poinciana

Groundcovers

Arum Lily

Bugle Lily

Balsam, Busy Lizzie

Blue Periwinkle

Canna Lily

Cardamon Ginger

Coral Berry

Crocosmia

Crucifix Orchid

Elephants Ears

Fishbone Fern

Freckle Face

Glory Lily

Ground Asparagus

Hairy Commelina

Kahili Ginger

White Flowered Ginger

Pink Flowered Ginger

Mother in Laws Tongue

Mother of Millions

Resurrection Plant

Species

Asparagus africanus

Asparagus plumosus

Cardiospermum grandiflorum

Thunbergia alata

Thunbergia grandiflora

Delairea odorata

Macfadyena unguis – cati

Ficus pumila

Solanum seafortianum

Aristolochia elegans

Pyrostegia venusta

Myrsiphyllum asparagoides

Lonicera japonica

Pueraria lobata

Anredera cordifolia

Ipomea indica

Ipomea cairica

Ipomea purpurea

Ipomea alba

Araujia sericiflora

Passiflora suberosa

Passiflora subpeltata

Passiflora edulis

Duranta spp.

Caesalpinia decapetala

Zantescantia aethopica

Watsonia bulbifera

Impatiens walleriana

Vinca major

Canna indica

Alpinia calcarata

Rivina humilis

Crocosmia crocosmia

Epidendrum sp.

Alocasia aroides

Nephrolepis exalta

Nephrolepis cordifolia

Hypoestes sanguinolenta

Gloriosa superba

Protasparagus aethiopicus

Commelina benghalensis

Hedychium gardnerianum

Hedychium spicatum

Hedychium coccineum

Sansevieria spp.

Bryophyllum daigremontiana

Bryophyllum pinnatum

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(Sheet 4 of 13 sheets)

Painted Spurge
Shasta Daisy
Silver-leaved Desmodium
Wandering Jew, Tradie, Striped
Wandering Jew, Striped Tradie

Euphorbia cyathophora
Dendranthema maxima
Desmodium uncinatum
Tradescantia fluminensis
Zebrina pendula

Shrubs

Ardisia
Bamboo Grass
Bamboo:
Black Bamboo
Creeping Bamboo
Running Bamboo
Bitou Bush
Buddleja
Cassia, Winter Senna
Smooth Senna
Castor Oil Plant
Century Plant
Cestrum:
Green Cestrum
Night Cestrum
Orange Cestrum
Coffee
Dombeya
Honey Locust
Lantana
Ochna
Orange Jessamine

Ardisia crenata
Pennisetum purpureum

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

Privet:
Large-leaved
Small-leaved
Singapore Daisy
Tobacco Bush

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

Ligustrum lucidum
Ligustrum sinense
Wedelia trilobata
Solanum mauritianum

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
Erythrina crista-galli
Erythrina sykesii
Erythrina nigra
Syagrus romanzoffiana

Camphor Laurel
Chinese Elm
Cockspur Coral Tree
Coral Tree
Orange Coral tree
Cocos Palm,
Queen Palm
Golden Rain Tree
Golden Trumpet Tree
Guava:
Cherry Guava
Large Yellow Guava
Icecream Bean
Jaboticaba

Koelreuteria paniculata
Tabebuia chrysantha

Psidium cattleianum
Psidium guajava
Inga spp.
Eugenia jaboticaba

DP1048494

(Sheet 5 of 13 sheets)

Jacaranda	Jacaranda mimosifolia
Loquat	Eriobotrya japonica
Mexican Tree Fern Tree	Schizolobium parahibum
Mulberry	Morus nigra
	Morus rubra
	Morus alba
Pine Tree	Pinus elliotti
	Pinus patula
	Pinus radiata
	Tipuana tipu
Racehorse Tree,	Toxicodendron succedaneum
Pride of Bolivia	Ficus elastica
Rhus tree	Ailanthus altissima
Rubber Tree	Schefflera actinophylla
Tree of Heaven	Salix spp.
Umbrella Tree	
Willow	

- 5.2 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.
- 5.3 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.
- 5.4 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.
- 5.5 No person occupying any lot shall have more than one cat upon any lot, such cat being de-sexed 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.

6. Terms of Restriction on Use eighthly referred to in the abovementioned plan:

6.1 **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;

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- (4) **"Building Works"** means any works or proposed works in respect of a Lot or Lots including without limitation proposed external construction, alterations, additions, extensions and repairs whether to dwellings or associated structures or buildings, or fences, retaining walls, exterior lighting, driveways or recreational facilities. It includes landscaping and tree planting, painting and repainting;
- (5) **"Building Works Consent Body"** means Kings Beach or the ARC;
- (6) **"Consolidation"** means a proposal by a proprietor of a Lot to consolidate that Lot with one or more other Lots as one land title;
- (7) **"Corner Lot"** means a lot bounded by 2 or more roads where the roads intersect and join;
- (8) **"Council"** means Tweed Shire Council;
- (9) **"Design and Building Standards"** means, in relation to the Main Dwelling and other structures:
- (a) a maximum height of 2 storeys;
 - (b) a rooftop observatory (3rd level) will be allowed (except for Beachfront Lots) if:
 - (i) the Building Works Consent Body deems it to be designed in compliance with Main Dwelling requirements; and
 - (ii) the area of the observatory does not exceed 36 square metres; andin any event, the maximum height must not exceed 12 metres;
 - (c) minimum setback from the Street Front Boundary is 6 metres, except in relation to verandahs, the setback for which must be in accordance with clause 6.1(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

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- (ii) for a Beachfront Lot, a side wall of a garage may abut the Side Boundary and must be constructed of maintenance free materials such as masonry;
- (f) minimum Rear Boundary setback of 6 metres, and in accordance with Element 5.4 - Building Envelope and Siting, of AMCORD. For a Beachfront Lot, the Rear Boundary is the boundary line between the 2(e) Zone and the 7(f) Zone and no setback is required from this line;
- (g) Site Coverage must not exceed 50% of the area of a Lot;
- (h) roofing only of matt finished profiled metal deck (eg. copper, zinc or Colourbond) or flat shingle profile tiles;
- (i) minimum eaves overhang of 600mm;
- (j) no curved or undulating parapets;
- (k) external walls of Main Dwelling only of the following materials:
 - (i) masonry finished in a rendered and painted textured finish;
 - (ii) masonry finished in a bagged and painted finish;
 - (iii) fibre cement wall sheeting;
 - (iv) timber shingles; and/or
 - (v) timber weather boards or plywood with a painted or stained finish;
 - (vi) plain brickwork (subject to clause 6.1(9)(l));
 - (vii) metal deck cladding (subject to clause 6.1(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;

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- (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;
 - (iii) sleepers or timber boards;
 - (iv) gravel; or

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- (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;
- (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);

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- (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;
 - 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.

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- (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.
- 6.2 **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.

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- (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:
 - (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.

6.3 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.

6.4 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.

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

No excavation is permitted below a depth of 2.5 metres below the existing surface level of the lot burdened unless a gamma radiation survey has been carried out and submitted to Tweed Shire Council and the written approval of that Council obtained for the proposed works.

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

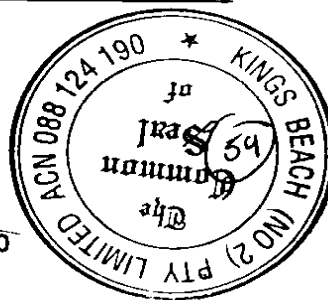
Kings Beach (No. 2) Pty Limited ACN 088 124 190

Name of Person empowered to release, vary or modify restriction fourthly, fifthly, sixthly, seventhly and ninthly referred to in the abovementioned plan:

Tweed Shire Council

[Handwritten signature]
Director
Director

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



[Handwritten signature]
Westpac Administration Pty Limited Westpac Banking Corporation
by its attorney Jonathan Kent Percy Tier Three
Attorney under Power of Attorney No 332 Book 4299

[Handwritten signature] Director
Investment Management Australia Limited

205851_1.DOC



WESTPAC BANKING CORPORATION

BY ITS ATTORNEY MICHAEL EASTEL
GRAY TIER 3 ATTORNEY BOOK
4299 No 332

[Handwritten signature]

IN THE PRESENCE OF

[Handwritten signature]
GARRY BOULDING JP.

REGISTERED  ga 17/2/2003

Planning Certificate under Section 10.7 (formerly Section 149)

Environmental Planning and Assessment Act, 1979

Land No. 81827

Applicant: InfoTrack
GPO Box 4029
SYDNEY NSW 2000

Certificate No: ePlanCer24/0380
Date of Issue: 12/02/2024
Fee Paid: \$168.00
Receipt No:

Your Reference:
eCustomer Reference: 2400488
Property Description: Lot 33 DP 1198266; No. 7 Pavilion 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 (Transport and Infrastructure) 2021 - Chapter 2 Infrastructure

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

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

State Environmental Planning Policy (Planning Systems) 2021

State Environmental Planning Policy (Sustainable Buildings) 2022

Item 1(2)

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

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

Item 1(3)

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

Section A1 - Residential and Tourist Development Code

Section A2 - Site Access and Parking Code

Section A3 - Development of Flood Liable Land

Section A4 - Advertising Signs Code

Section A5 - Subdivision Manual

Section A6 - Biting Midge and Mosquito Control

Section A7 - Child Care Centres

Section A8 - Brothels Policy

Section A9 - Energy Smart Homes Policy

Section A10 - Exempt and Complying Development

Section A13 - Socio Economic Impact Assessment

Section A15 - Waste Minimisation and Management

Section A16 - Preservation of Trees or Vegetation

Section A17 - Business, Enterprise Corridor and General Industrial Zones

Section A18 - Heritage

Section A19 - Biodiversity and Habitat Management

Section B5 - Casuarina Beach

Section B9 - Tweed Coast Strategy

ITEM 2

Zoning and land use under relevant planning instruments

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

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

Item 2(a-c)

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

Zone R1 General Residential

1 Objectives of zone

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

2 Permitted without consent

Environmental facilities; Environmental protection works; Home occupations

3 Permitted with consent

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

4 Prohibited

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

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

[End of Zone R1 Table]

Item 2(d)

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

Not applicable.

Item 2(e) - Biodiversity Value:

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

Item 2(f) - Conservation Area:

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

Item 2(g) - Item of Environmental Heritage:

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

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

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

ITEM 3

Contributions Plans:

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

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

Section 94 Plan No 4 - Tweed Road Contribution Plan

Section 94 Plan No 11 - Tweed Shire Library Facilities

Section 94 Plan No 12 - Bus Shelters

Section 94 Plan No 13 - Eviron Cemetery

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

Section 94 Plan No 19 - Casuarina Beach/Kings Forest

Section 94 Plan No 22 - Cycleways

Section 94 Plan No 26 - Shirewide/Regional Open Space

Section 94 Plan No 32 - Developer Contributions for Heavy Haulage

ITEM 4

Complying Development

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

Part 3 Housing Code

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

Part 3A Rural Housing Code

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

Part 3B Low Rise Housing Diversity Code

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

Part 3C Greenfield Housing Code

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

Part 4 Housing Alterations Code

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

Part 4A General Development Code

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

Part 5 Industrial and Business Alterations Code

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

Part 5A Industrial and Business Buildings Code

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

Part 5B Container Recycling Facilities Code

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

Part 6 Subdivisions Code

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

Part 7 Demolition Code

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

Part 8 Fire Safety Code

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

Part 9 Agritourism and Farm Stay Accommodation Code

Yes. Complying Development under the Agritourism and Farm Stay Accommodation Code may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Qualifying Statement on Council Data Affecting this Item

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

ITEM 5

Exempt Development

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

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

Qualifying Statement on Council Data Affecting this Item

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

ITEM 6

Affected building notices and building product rectification orders

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

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

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

Item (1)(a-c)

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

ITEM 7

Land reserved for acquisition:

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

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

ITEM 8

Road Widening and Road Realignment:

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

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

Item 8(a-c)

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

ITEM 9

Flood related development controls

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

Item 9(1-3)

- (1) Council is aware that the land is in an area which may be susceptible to flooding. Consequently Council has adopted Development Control Plan A3 – Development of Flood Liable Land, which establishes minimum standards for development.

Floodplain Risk Management Study

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

- (2) The land is a flood control lot. Council is aware that the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls in the Tweed Local Environmental Plans and Development Control Plans. Flood related development controls, such as evacuation routes and/or refuges, are prescribed by Development Control Plan Section A3 - Development of Flood Liable Land. Property Flood Reports that provide general flood risk information for this land are available on Council's website.

ITEM 10

Council and other public authority policies on hazard risk restrictions

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

Land Slip:

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

Bushfire:

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

Tidal Inundation:

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

Subsidence:

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

Acid Sulfate Soils:

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

Contamination:

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

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

Coastal Hazards:

This property is not affected.

Aircraft Noise:

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

Any Other Risk:

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

- **Cattle Tick Dip Sites:**

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

ITEM 11

Bush Fire Prone Land

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

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

ITEM 12

Loose-fill asbestos insulation

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

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

ITEM 13

Mine Subsidence:

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

No

ITEM 14

Paper subdivision information

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

There is no paper subdivision information relating to this land.

ITEM 15

Property Vegetation Plans

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

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

ITEM 16

Biodiversity Stewardship Sites:

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

Note—

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

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

ITEM 17

Biodiversity certified land:

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

Note—

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

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

ITEM 18

Orders under [Trees \(Disputes between Neighbours\) Act 2006](#)

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

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

ITEM 19

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

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

(2) In this section—

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

Note—

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

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

ITEM 20

Western Sydney Aerotropolis

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

- (a) in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17, or
- (b) shown on the [Lighting Intensity and Wind Shear Map](#), or
- (c) shown on the [Obstacle Limitation Surface Map](#), or

- (d) in the “public safety area” on the [Public Safety Area Map](#), or
(e) in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the [Wildlife Buffer Zone Map](#).

Not applicable to Tweed Shire.

ITEM 21

Development consent conditions for seniors housing

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

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

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

ITEM 22

Site compatibility certificates and development consent conditions for affordable rental housing

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

Item (1)(a-b)

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

Item (2)

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

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

Item (3)

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

Prescribed matters in accordance with the Contaminated Land Management Act 1997

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

- (a) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act – if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,

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

(a) Significantly Contaminated Land

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

(b) Management Order

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

(c) Approved Voluntary Management Proposal

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

(d) Ongoing Maintenance Order

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

(e) Site Audit Statement

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

Additional Information Pursuant to Section 10.7(5) of the Environmental Planning and Assessment Act, 1979

Development Approval/s

No development consents have been issued within the last five (5) years.

Draft Environmental Planning Instruments

Council has resolved to prepare a Draft Local Environmental Plan Amendment (Environmental Zones Review - PP14/0004) relating to the subject land.

Tree Preservation Orders

The subject land is not affected by Council's Tree Preservation Orders.

Height under either Tweed Local Environmental Plan 2000, Tweed City Centre Local Environmental Plan 2012 or Tweed Local Environmental Plan 2014

The land is restricted to a 13.6 metre height limit under Tweed Local Environmental Plan 2014

Future Road Corridor

The subject land is not identified as being subject to future road corridor as identified in Tweed Road Contribution Plan No. 4 (as referred to in Section 26 of the EP&A Act 1979).

Future Road Widening

The subject land is not identified as being subject to future road widening as identified in Tweed Road Contribution Plan No. 4 (as referred to in Section 26 of the EP&A Act 1979).

Farmland Protection

The subject land is not affected by any Farmland Protection.

Tweed Coast Comprehensive Koala Plan of Management

The subject land is affected by the Tweed Coast Comprehensive Koala Plan of Management.

Residential Living Within and Near Rural Zones

Residential living within and near rural zones may be exposed to noise and impacts from existing and future neighbouring farming activities.

The following "Living and Working in Rural Areas" handbook published by DPI NSW provides a more detailed explanation of these impacts:

https://www.dpi.nsw.gov.au/_data/assets/pdf_file/0010/234001/Living-and-working-in-rural-areas-complete.pdf

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

Planning Certificate under Section

10.7 (formerly Section 149)

Environmental Planning and Assessment Act, 1979

Land No. 81827

Applicant: InfoTrack
GPO Box 4029
SYDNEY NSW 2000

Certificate No: ePlanCer24/0379
Date of Issue: 12/02/2024
Fee Paid: \$67.00
Receipt No:

Your Reference:

eCustomer Reference: 2400488

Property Description: Lot 33 DP 1198266; No. 7 Pavilion 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 (Transport and Infrastructure) 2021 - Chapter 2 Infrastructure

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

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

State Environmental Planning Policy (Planning Systems) 2021

State Environmental Planning Policy (Sustainable Buildings) 2022

Item 1(2)

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

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

Item 1(3)

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

Section A1 - Residential and Tourist Development Code

Section A2 - Site Access and Parking Code

Section A3 - Development of Flood Liable Land

Section A4 - Advertising Signs Code

Section A5 - Subdivision Manual

Section A6 - Biting Midge and Mosquito Control

Section A7 - Child Care Centres

Section A8 - Brothels Policy

Section A9 - Energy Smart Homes Policy

Section A10 - Exempt and Complying Development

Section A13 - Socio Economic Impact Assessment

Section A15 - Waste Minimisation and Management

Section A16 - Preservation of Trees or Vegetation

Section A17 - Business, Enterprise Corridor and General Industrial Zones

Section A18 - Heritage

Section A19 - Biodiversity and Habitat Management

Section B5 - Casuarina Beach

Section B9 - Tweed Coast Strategy

ITEM 2

Zoning and land use under relevant planning instruments

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

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

Item 2(a-c)

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

Zone R1 General Residential

1 Objectives of zone

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

2 Permitted without consent

Environmental facilities; Environmental protection works; Home occupations

3 Permitted with consent

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

4 Prohibited

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

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

[End of Zone R1 Table]

Item 2(d)

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

Not applicable.

Item 2(e) - Biodiversity Value:

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

Item 2(f) - Conservation Area:

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

Item 2(g) - Item of Environmental Heritage:

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

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

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

ITEM 3

Contributions Plans:

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

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

Section 94 Plan No 4 - Tweed Road Contribution Plan

Section 94 Plan No 11 - Tweed Shire Library Facilities

Section 94 Plan No 12 - Bus Shelters

Section 94 Plan No 13 - Eviron Cemetery

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

Section 94 Plan No 19 - Casuarina Beach/Kings Forest

Section 94 Plan No 22 - Cycleways

Section 94 Plan No 26 - Shirewide/Regional Open Space

Section 94 Plan No 32 - Developer Contributions for Heavy Haulage

ITEM 4

Complying Development

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

Part 3 Housing Code

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

Part 3A Rural Housing Code

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

Part 3B Low Rise Housing Diversity Code

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

Part 3C Greenfield Housing Code

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

Part 4 Housing Alterations Code

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

Part 4A General Development Code

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

Part 5 Industrial and Business Alterations Code

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

Part 5A Industrial and Business Buildings Code

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

Part 5B Container Recycling Facilities Code

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

Part 6 Subdivisions Code

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

Part 7 Demolition Code

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

Part 8 Fire Safety Code

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

Part 9 Agritourism and Farm Stay Accommodation Code

Yes. Complying Development under the Agritourism and Farm Stay Accommodation Code may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Qualifying Statement on Council Data Affecting this Item

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

ITEM 5

Exempt Development

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

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

Qualifying Statement on Council Data Affecting this Item

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

ITEM 6

Affected building notices and building product rectification orders

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

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

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

Item (1)(a-c)

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

ITEM 7

Land reserved for acquisition:

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

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

ITEM 8

Road Widening and Road Realignment:

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

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

Item 8(a-c)

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

ITEM 9

Flood related development controls

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

Item 9(1-3)

- (1) Council is aware that the land is in an area which may be susceptible to flooding. Consequently Council has adopted Development Control Plan A3 – Development of Flood Liable Land, which establishes minimum standards for development.

Floodplain Risk Management Study

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

- (2) The land is a flood control lot. Council is aware that the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls in the Tweed Local Environmental Plans and Development Control Plans. Flood related development controls, such as evacuation routes and/or refuges, are prescribed by Development Control Plan Section A3 - Development of Flood Liable Land. Property Flood Reports that provide general flood risk information for this land are available on Council's website.

ITEM 10

Council and other public authority policies on hazard risk restrictions

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

Land Slip:

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

Bushfire:

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

Tidal Inundation:

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

Subsidence:

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

Acid Sulfate Soils:

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

Contamination:

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

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

Coastal Hazards:

This property is not affected.

Aircraft Noise:

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

Any Other Risk:

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

- **Cattle Tick Dip Sites:**

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

ITEM 11

Bush Fire Prone Land

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

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

ITEM 12

Loose-fill asbestos insulation

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

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

ITEM 13

Mine Subsidence:

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

No

ITEM 14

Paper subdivision information

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

There is no paper subdivision information relating to this land.

ITEM 15

Property Vegetation Plans

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

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

ITEM 16

Biodiversity Stewardship Sites:

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

Note—

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

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

ITEM 17

Biodiversity certified land:

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

Note—

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

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

ITEM 18

Orders under [Trees \(Disputes between Neighbours\) Act 2006](#)

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

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

ITEM 19

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

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

(2) In this section—

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

Note—

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

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

ITEM 20

Western Sydney Aerotropolis

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

- (a) in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17, or
- (b) shown on the [Lighting Intensity and Wind Shear Map](#), or
- (c) shown on the [Obstacle Limitation Surface Map](#), or

- (d) in the “public safety area” on the [Public Safety Area Map](#), or
(e) in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the [Wildlife Buffer Zone Map](#).

Not applicable to Tweed Shire.

ITEM 21

Development consent conditions for seniors housing

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

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

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

ITEM 22

Site compatibility certificates and development consent conditions for affordable rental housing

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

Item (1)(a-b)

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

Item (2)

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

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

Item (3)

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

Prescribed matters in accordance with the Contaminated Land Management Act 1997

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

- (a) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act – if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,

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

(a) Significantly Contaminated Land

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

(b) Management Order

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

(c) Approved Voluntary Management Proposal

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

(d) Ongoing Maintenance Order

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

(e) Site Audit Statement

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

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

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


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

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

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

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

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



TROY GREEN
GENERAL MANAGER

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