

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	LS Properties PO Box 90, Bogangar NSW 2488 Email: leanne@lsproperties.com.au	Phone: 1300 067 177 Ref: Leanne Morris

co-agent

vendor

vendor's solicitor	Tweed Coast Conveyancing Salt Village (Mantra side), Suite 16B, 9 Gunnamatta Avenue, Kingscliff NSW 2487 PO_BOX 1988, Kingscliff NSW 2487 Email: christine@tweedcoastconveyancing.com.au	Phone: 0404 956 901 Ref: CB:231589
--------------------	---	---

date for completion **30 days after the contract date (clause 15)**

land (address, plan details and title reference) **7 Spoonbill Lane, Kingscliff NSW 2487**
Lot 41 in Deposited Plan 1214044
Folio Identifier 41/1214044

improvements VACANT POSSESSION subject to existing tenancies
 HOUSE garage carport home unit carspace storage space
 none other:

attached copies documents in the List of Documents as marked or as numbered:
 other documents:

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

inclusions	<input type="checkbox"/> air conditioning	<input checked="" type="checkbox"/> clothes line	<input checked="" type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood
	<input checked="" type="checkbox"/> blinds	<input type="checkbox"/> curtains	<input checked="" type="checkbox"/> insect screens	<input type="checkbox"/> solar panels
	<input checked="" type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input 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 _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____ Signature of authorised person _____ Signature of authorised person</p> <p>_____ Name of authorised person _____ Name of authorised person</p> <p>_____ Office held _____ Office held</p>	<p>Signed by _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____ Signature of authorised person _____ Signature of authorised person</p> <p>_____ Name of authorised person _____ Name of authorised person</p> <p>_____ Office held _____ Office held</p>

Choices

Vendor agrees to accept a **deposit-bond** NO yes

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

NO yes

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

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

Land tax is adjustable

NO yes

GST: Taxable supply

NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply

NO yes

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

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

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

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

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

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

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

NO yes (if yes, vendor must provide details)

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

List of Documents

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

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

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

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

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

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

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

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

24 Tenancies

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

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

7 SPOONBILL LANE, KINGSCLIFF 2487

THESE ARE THE SPECIAL CONDITIONS ANNEXED TO THE
CONTRACT FOR SALE OF LAND

BETWEEN

(Vendor)

AND

(Purchaser)

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

1. Amendments to the printed clauses of the Contract

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

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

2. Claims by Purchaser

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

3. Whole Agreement

It is hereby agreed and declared that:

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

has made all such enquiries and investigations as the purchaser deems appropriate.

4. Notice to complete

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

Should the Vendor issue a notice to complete in accordance with this clause then in addition to any other monies payable in accordance with the terms of this Contract, the Purchaser shall also pay to the Vendor the sum of \$330.00 being the Vendor's agreed legal costs in respect of the issue of such notice.

5. Death or incapacity

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

6. Purchaser Acknowledgement - Present State and Condition

The Purchaser acknowledges that they are purchasing the property:-

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

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

7. Inclusions

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

8. Late completion

In the event that the Purchaser shall not complete this purchase by the completion date, without default by the vendor, then the Purchaser shall pay to the Vendor, in addition to the balance of the purchase money and any other money payable to the Vendor, interest on the balance of the purchase money at the rate of 8% per annum calculated from and including the completion date to the actual completion date. It is agreed that this amount is a genuine pre-estimate of the Vendors loss due to the Purchaser's failure to complete within the specified time.

9. Agent

The purchaser warrants that they were not introduced to the vendor or the property by any real estate agent or other person entitled to claim commission as a result of this sale (other than the Vendor's agent, if any, specified in the contract) and the Purchaser agrees that they will at all times indemnify and keep indemnified the vendor from and against any claim whatsoever for commission, by any agent arising out of this sale. This condition does not merge on completion of this Contract.

10. Electronic Exchange

This Contract may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were on the same instrument.

The Vendor and Purchaser agree this Contract may be executed by a party by facsimile, electronic PDF or other similar method and shall constitute a valid and binding execution of the Contract by such party or parties.

11. Exchange on less than 10% deposit

Although a full 10% deposit is payable by the purchaser, the vendor has agreed to allow the purchaser to exchange on the basis that only part of the deposit is paid at the time of exchange. The balance of the 10% deposit must be paid by the purchaser to the deposit holder as possible as an earnest that the full price will be paid on completion. The full earnest of 10% of the purchase will be forfeited in the event that the purchaser fails to complete in accordance with the terms of this Contract.

12. Requisitions

For the purchases of Clause 5.1 hereof, the requisitions or general questions about the property or the title:

- (a) are taken to have been served on the Contract date;
- (b) must be in the form of the requisitions in Schedule of Documents attached to this form of Contract; and
- (c) the Vendor has no obligation to and will not answer any further requisitions on title.

REQUISITIONS ON TITLE

Purchaser:

Vendor:

Property: 7 Spoonbill Lane, Kingscliff NSW 2487

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

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

All properties/Answers in red

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, so far as the Vendor is aware.**
2. Are there any encroachments by or upon the property? **No, so far as the Vendor is aware.**
3. Has the construction and use of the improvements erected on the property been approved by the responsible authorities and comply with their requirements? **Yes, so far as the Vendor is aware.**
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, so far as the Vendor is aware.**

If Strata/Community title/ Answers in red

1. Has the initial period expired? **Yes, so far as the Vendor is aware but the purchaser should make and rely on their own enquiries.**
2. Are there any proposed resolutions or proposed charges or levies not discoverable by inspection of the books of the owners' corporation, the community and precinct or neighbourhood associations? **No, so far as the Vendor is aware but the purchaser should make and rely on their own enquiries.**





FOLIO: 41/1214044

SEARCH DATE	TIME	EDITION NO	DATE
4/9/2023	10:22 AM	3	25/8/2017

LAND

LOT 41 IN DEPOSITED PLAN 1214044
AT KINGSCLIFF
LOCAL GOVERNMENT AREA TWEED
PARISH OF CUDGEN COUNTY OF ROUS
TITLE DIAGRAM DP1214044

FIRST SCHEDULE

AS JOINT TENANTS (T AM675803)

SECOND SCHEDULE (9 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 DP1225494 EASEMENT TO DRAIN SEWAGE 5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 3 DP1225494 EASEMENT TO DRAIN WATER 3 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 DP1214044 EASEMENT TO DRAIN SEWAGE 3 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 DP1214044 EASEMENT TO DRAIN WATER VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
AM349198 VARIATION OF RESTRICTION DP1214044
- 6 DP1214044 EASEMENT TO DRAIN WATER VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 7 DP1214044 POSITIVE COVENANT REFERRED TO AND NUMBERED (8) IN THE S.88B INSTRUMENT
- 8 DP1214044 POSITIVE COVENANT REFERRED TO AND NUMBERED (11) IN THE S.88B INSTRUMENT
- 9 DP1214044 RESTRICTION(S) ON THE USE OF LAND

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Pending

PRINTED ON 4/9/2023

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

PLAN FORM 2 (M1)

SHEET LINE TABLE

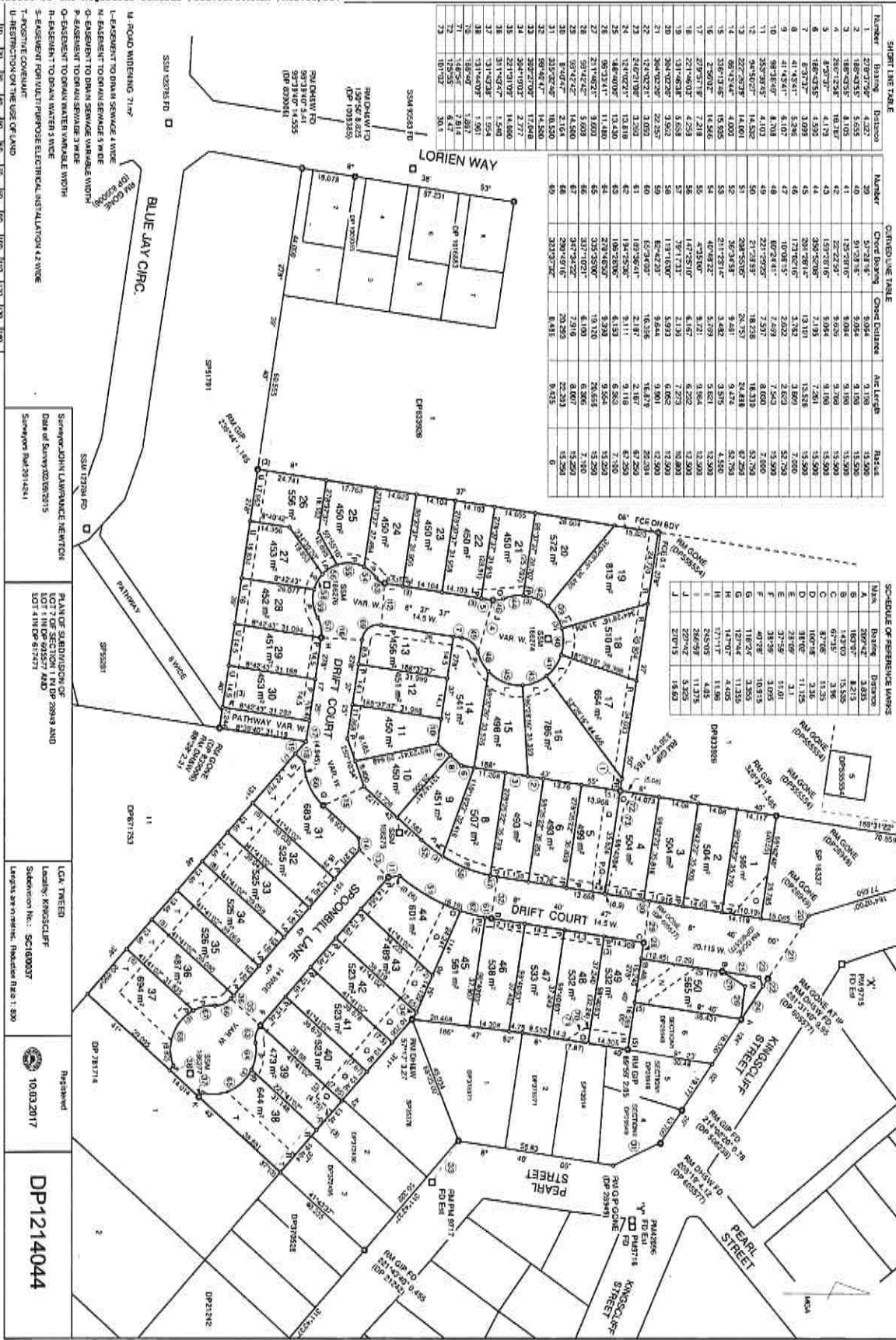
Number	Bearing	Distance	Number	Chord Bearing	Chord Distance	Area Length	Radius
1	207°37'4"	4.227	29	57°21'4"	9.944	9.108	13.200
2	188°43'45"	5.555	40	91°29'18"	9.944	9.108	13.200
3	168°43'45"	5.555	41	122°22'32"	9.944	9.108	13.200
4	148°43'45"	5.555	42	153°15'46"	9.944	9.108	13.200
5	128°43'45"	5.555	43	184°09'00"	9.944	9.108	13.200
6	108°43'45"	5.555	44	215°02'14"	9.944	9.108	13.200
7	88°43'45"	5.555	45	245°55'28"	9.944	9.108	13.200
8	68°43'45"	5.555	46	276°48'42"	9.944	9.108	13.200
9	48°43'45"	5.555	47	307°41'56"	9.944	9.108	13.200
10	28°43'45"	5.555	48	338°35'10"	9.944	9.108	13.200
11	8°43'45"	5.555	49	369°28'24"	9.944	9.108	13.200
12	11°42'07"	14.522	50	221°09'29"	18.218	18.218	18.218
13	227°20'37"	14.522	51	208°55'07"	18.218	18.218	18.218
14	68°15'44"	14.522	52	267°34'54"	9.474	9.474	13.200
15	328°13'45"	15.855	53	211°29'16"	3.482	3.575	4.550
16	278°13'45"	15.855	54	161°25'17"	3.171	3.264	4.232
17	228°13'45"	15.855	55	111°21'18"	2.860	2.953	3.924
18	178°13'45"	15.855	56	61°17'19"	2.549	2.642	3.600
19	128°13'45"	15.855	57	11°13'20"	2.238	2.331	3.276
20	78°13'45"	15.855	58	191°16'00"	5.933	6.062	12.200
21	28°13'45"	15.855	59	141°12'00"	9.944	9.944	13.200
22	128°13'45"	15.855	60	191°16'00"	10.356	10.356	13.200
23	178°13'45"	15.855	61	141°12'00"	10.768	10.768	13.200
24	228°13'45"	15.855	62	91°08'00"	11.180	11.180	13.200
25	278°13'45"	15.855	63	41°04'00"	11.592	11.592	13.200
26	328°13'45"	15.855	64	279°48'50"	5.300	5.554	13.200
27	21°48'21"	9.003	65	335°55'00"	19.120	26.654	13.200
28	59°12'42"	5.003	66	321°10'21"	6.100	6.306	7.500
29	97°12'42"	14.500	67	271°10'21"	7.910	8.007	13.200
30	135°12'42"	14.500	68	221°10'21"	7.910	8.007	13.200
31	173°12'42"	14.500	69	171°10'21"	7.910	8.007	13.200
32	211°12'42"	14.500	70	121°10'21"	7.910	8.007	13.200
33	249°12'42"	14.500	71	71°10'21"	7.910	8.007	13.200
34	287°12'42"	14.500	72	21°10'21"	7.910	8.007	13.200
35	325°12'42"	14.500	73	161°10'21"	7.910	8.007	13.200
36	363°12'42"	14.500	74	111°10'21"	7.910	8.007	13.200
37	301°12'42"	14.500	75	61°10'21"	7.910	8.007	13.200
38	241°12'42"	14.500	76	11°10'21"	7.910	8.007	13.200
39	181°12'42"	14.500	77	161°10'21"	7.910	8.007	13.200
40	121°12'42"	14.500	78	111°10'21"	7.910	8.007	13.200
41	61°12'42"	14.500	79	61°10'21"	7.910	8.007	13.200
42	11°12'42"	14.500	80	11°10'21"	7.910	8.007	13.200
43	161°12'42"	14.500	81	161°10'21"	7.910	8.007	13.200
44	201°12'42"	14.500	82	211°10'21"	7.910	8.007	13.200
45	241°12'42"	14.500	83	261°10'21"	7.910	8.007	13.200
46	281°12'42"	14.500	84	311°10'21"	7.910	8.007	13.200
47	321°12'42"	14.500	85	361°10'21"	7.910	8.007	13.200
48	361°12'42"	14.500	86	11°10'21"	7.910	8.007	13.200
49	11°12'42"	14.500	87	61°10'21"	7.910	8.007	13.200
50	61°12'42"	14.500	88	111°10'21"	7.910	8.007	13.200
51	11°12'42"	14.500	89	161°10'21"	7.910	8.007	13.200
52	161°12'42"	14.500	90	211°10'21"	7.910	8.007	13.200
53	211°12'42"	14.500	91	261°10'21"	7.910	8.007	13.200
54	261°12'42"	14.500	92	311°10'21"	7.910	8.007	13.200
55	311°12'42"	14.500	93	361°10'21"	7.910	8.007	13.200
56	361°12'42"	14.500	94	11°10'21"	7.910	8.007	13.200
57	11°12'42"	14.500	95	61°10'21"	7.910	8.007	13.200
58	61°12'42"	14.500	96	111°10'21"	7.910	8.007	13.200
59	111°12'42"	14.500	97	161°10'21"	7.910	8.007	13.200
60	161°12'42"	14.500	98	211°10'21"	7.910	8.007	13.200
61	211°12'42"	14.500	99	261°10'21"	7.910	8.007	13.200
62	261°12'42"	14.500	100	311°10'21"	7.910	8.007	13.200
63	311°12'42"	14.500	101	361°10'21"	7.910	8.007	13.200
64	361°12'42"	14.500	102	11°10'21"	7.910	8.007	13.200
65	11°12'42"	14.500	103	61°10'21"	7.910	8.007	13.200
66	61°12'42"	14.500	104	111°10'21"	7.910	8.007	13.200
67	111°12'42"	14.500	105	161°10'21"	7.910	8.007	13.200
68	161°12'42"	14.500	106	211°10'21"	7.910	8.007	13.200
69	211°12'42"	14.500	107	261°10'21"	7.910	8.007	13.200
70	261°12'42"	14.500	108	311°10'21"	7.910	8.007	13.200
71	311°12'42"	14.500	109	361°10'21"	7.910	8.007	13.200
72	361°12'42"	14.500	110	11°10'21"	7.910	8.007	13.200

CONTINUED LINE TABLE

Station	Area	Perimeter	Radius
A	207°37'4"	3.833	5.100
B	188°43'45"	5.213	7.000
C	168°43'45"	6.593	8.900
D	148°43'45"	7.973	10.800
E	128°43'45"	9.353	12.700
F	108°43'45"	10.733	14.600
G	88°43'45"	12.113	16.500
H	68°43'45"	13.493	18.400
I	48°43'45"	14.873	20.300
J	28°43'45"	16.253	22.200

SCHEDULE OF REFERENCE LINES

Line	Bearing	Distance
A	207°37'4"	3.833
B	188°43'45"	5.213
C	168°43'45"	6.593
D	148°43'45"	7.973
E	128°43'45"	9.353
F	108°43'45"	10.733
G	88°43'45"	12.113
H	68°43'45"	13.493
I	48°43'45"	14.873
J	28°43'45"	16.253



- M ROAD WIDENING 7.1M
- L EASEMENT TO DRAIN SERVICE 1 WIDE
- N EASEMENT TO DRAIN SERVICE 1 WIDE
- O EASEMENT TO DRAIN SERVICE 1 WIDE
- P EASEMENT TO DRAIN SERVICE 1 WIDE
- Q EASEMENT TO DRAIN SERVICE 1 WIDE
- R EASEMENT TO DRAIN SERVICE 1 WIDE
- S EASEMENT TO DRAIN SERVICE 1 WIDE
- T RESTRICTION ON THE USE OF LAND

Surveyor JOHN LANGRISH NETWORK
 Date of Survey 03/03/2015
 Survey No DP 1214044

PLAN OF SUBDIVISION OF
 LOT 7 OF SECTION 1 IN DP 20849 AND
 LOT 4 IN DP 61217

LOCAL INSTRUMENT
 Submission No: SC160007

Registered
 10.03.2017

DP1214044



V - BASEMENT FLOOR FILL LOCATION VARIABLE WIDTH
 Q - BASEMENT TO DRAIN WATER VARIABLE WIDTH
 NOTE BASEMENT FOR FILL LOCATION AND DRAINAGE VARIABLE WIDTH
 THE OUTLINE FACE OF THE MASONRY
 REMAINING WALL.

Surveyor JOHN LAWRENCE NEWTON
 Date of Survey 20/03/2017
 S:\new\1214044

PLAN OF SUBDIVISION OF
 LOT 7 OF SECTION 1 IN DP 2894 AND
 LOT 4 IN DP 61247

LGA: THREEID
 Locality: WINDSCLEIFF
 Subdivision No.: SC160037
 Largest area in hectares: 1.300

10.03.2017

DP1214044

PLANFORM 21404

WARNING: CHANGES OR FOLDINGS WILL LEAD TO REJECTION

Sheet 3 of 3 sheets

DP1214044

PLAN FORM 6 (2012)



WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 7 sheet(s)

Registered:  10.03.2017 Title System: TORRENS Purpose: SUBDIVISION	Office Use Only Office Use Only <h1 style="text-align: center;">DP1214044</h1>																				
PLAN OF SUBDIVISION OF LOT 7 OF SECTION 1 IN DP 28949 AND LOT 1 IN DP 605577 AND LOT 4 IN DP 617471	LGA: TWEED Locality: KINGSCLIFF Parish: CUDGEN County: ROUS																				
<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</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. Signature: Date: File Number: Office:	<p style="text-align: center;">Survey Certificate</p> I, <u>JOHN LAWRANCE NEWTON</u> of <u>NEWTON DENNY CHAPELLE</u> a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(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>..02/09/2015</u> *(b) The part of the land shown in the plan (being) was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on the part not surveyed was compiled in accordance with that Regulation. *(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012.																				
<p style="text-align: center;">Subdivision Certificate</p> I, <u>Raymond Musgrave</u> *Authorised Person* General Manager / Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and</i> <i>Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: <u>R Musgrave</u> Accreditation number: Consent Authority: <u>TWEED SHIRE COUNCIL</u> Date of endorsement: <u>9 FEBRUARY 2017</u> Subdivision Certificate number: <u>SC16/0037</u> File number: <u>DA15/0003</u> *Strike through if inapplicable.	Signature: <u>JL Newton</u> Dated: <u>..19/10/2015</u> Surveyor ID: <u>1729</u> Datum Line: <u>X.Y.</u> Type: Urban / Rural The terrain is *Level-Undulating / *Steep-Mountainous. *Strike through if inapplicable. *Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.																				
Statements of intention to dedicate public roads, public reserves and drainage reserves. IT IS INTENDED TO DEDICATE: DRIFT COURT 14.5 WIDE AND VARIABLE SPOONBILL LANE 14 WIDE AND VARIABLE AND PATHWAY VARIABLE WIDTH AND ROAD WIDENING M TO THE PUBLIC AS ROAD	Plans used in the preparation of survey/compilation. <table border="0"> <tr> <td>DP 219735</td> <td>DP871753</td> </tr> <tr> <td>DP 28949</td> <td>DP 1009385</td> </tr> <tr> <td>DP378971</td> <td>DP1144883</td> </tr> <tr> <td>DP508238</td> <td>DP 792430</td> </tr> <tr> <td>DP 555554</td> <td>DP 830193</td> </tr> <tr> <td>DP 781714</td> <td>DP 219735</td> </tr> <tr> <td>DP 793925</td> <td>DP 1080919</td> </tr> <tr> <td>DP 833926</td> <td>DP 617471</td> </tr> <tr> <td>DP871753</td> <td>DP 597219</td> </tr> <tr> <td>DP605577</td> <td>DP 1016071</td> </tr> </table> If space is insufficient continue on PLAN FORM 6A	DP 219735	DP871753	DP 28949	DP 1009385	DP378971	DP1144883	DP508238	DP 792430	DP 555554	DP 830193	DP 781714	DP 219735	DP 793925	DP 1080919	DP 833926	DP 617471	DP871753	DP 597219	DP605577	DP 1016071
DP 219735	DP871753																				
DP 28949	DP 1009385																				
DP378971	DP1144883																				
DP508238	DP 792430																				
DP 555554	DP 830193																				
DP 781714	DP 219735																				
DP 793925	DP 1080919																				
DP 833926	DP 617471																				
DP871753	DP 597219																				
DP605577	DP 1016071																				
Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	Surveyor's Ref: 2014241																				


PLAN FORM 6A (2012)		WARNING: Creasing or folding will lead to rejection	
DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 2 of 7 sheet(s)	
Registered:  10.03.2017 PLAN OF SUBDIVISION OF LOT 7 OF SECTION 1 IN DP 28949 AND LOT 1 IN DP 605577 AND LOT 4 IN DP 617471	Office Use Only <h1 style="margin: 0;">DP1214044</h1>		
Subdivision Certificate number: <u>SC16/0037</u> Date of Endorsement: <u>9 FEBRUARY 2017</u>	Office Use Only 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. 		
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, AS AMENDED, 1919, IT IS INTENDED TO CREATE: <ol style="list-style-type: none"> 1) EASEMENT TO DRAIN SEWAGE 5 WIDE 2) EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH 3) EASEMENT TO DRAIN SEWAGE 3 WIDE 4) EASEMENT TO DRAIN SEWAGE 4 WIDE 5) EASEMENT TO DRAIN WATER VARIABLE WIDTH 6) EASEMENT TO DRAIN WATER 3 WIDE 7) EASEMENT FOR MULTI PURPOSE ELECTRICAL INSTALLATION 4.2 WIDE 8) POSITIVE COVENANT 9) POSITIVE COVENANT 10) RESTRICTION ON THE USE OF LAND 11) POSITIVE COVENANT 12) RESTRICTION ON THE USE OF LAND 13) EASEMENT FOR FILL LOCATION VARIABLE WIDTH 14) RESTRICTION ON THE USE OF LAND 			
If space is insufficient use additional annexure sheet			
Surveyor's Reference: 2014241 <div style="float: right; text-align: right; margin-top: 10px;">  </div>			

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 7 sheet(s)

Office Use Only
 Registered:  10.03.2017

Office Use Only

DP1214044

PLAN OF SUBDIVISION OF
 LOT 7 OF SECTION 1 IN DP 28949 AND
 LOT 1 IN DP 605577 AND LOT 4 IN DP 617471

- 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: SC16/0037
 Date of Endorsement: 9 FEBRUARY 2017

Schedule of Council Street Numbering				
Lot	Street Number	Street Name	Street Type	Locality
1	2	DRIFT	COURT	KINGSCLIFF
2	4	DRIFT	COURT	KINGSCLIFF
3	6	DRIFT	COURT	KINGSCLIFF
4	8	DRIFT	COURT	KINGSCLIFF
5	10	DRIFT	COURT	KINGSCLIFF
6	12	DRIFT	COURT	KINGSCLIFF
7	14	DRIFT	COURT	KINGSCLIFF
8	16	DRIFT	COURT	KINGSCLIFF
9	18	DRIFT	COURT	KINGSCLIFF
10	20	DRIFT	COURT	KINGSCLIFF
11	22	DRIFT	COURT	KINGSCLIFF
12	24	DRIFT	COURT	KINGSCLIFF
13	26	DRIFT	COURT	KINGSCLIFF
14	28	DRIFT	COURT	KINGSCLIFF
15	30	DRIFT	COURT	KINGSCLIFF
16	32	DRIFT	COURT	KINGSCLIFF
17	34	DRIFT	COURT	KINGSCLIFF
18	41	DRIFT	COURT	KINGSCLIFF
19	39	DRIFT	COURT	KINGSCLIFF
20	37	DRIFT	COURT	KINGSCLIFF
21	35	DRIFT	COURT	KINGSCLIFF
22	33	DRIFT	COURT	KINGSCLIFF
23	31	DRIFT	COURT	KINGSCLIFF
24	29	DRIFT	COURT	KINGSCLIFF
25	27	DRIFT	COURT	KINGSCLIFF
26	25	DRIFT	COURT	KINGSCLIFF
27	23	DRIFT	COURT	KINGSCLIFF
28	21	DRIFT	COURT	KINGSCLIFF
29	19	DRIFT	COURT	KINGSCLIFF

If space is insufficient use additional annexure sheet




Surveyor's Reference 2014241

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 7 sheet(s)

Office Use Only
 Registered:  10.03.2017

Office Use Only

DP1214044

PLAN OF SUBDIVISION OF
 LOT 7 OF SECTION 1 IN DP 28949 AND
 LOT 1 IN DP 605577 AND LOT 4 IN DP 617471

- 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: SC16/0037
 Date of Endorsement: 9 FEBRUARY 2017



Schedule of Council Street Numbering




Lot	Street Number	Street Name	Street Type	Locality
30	17	DRIFT	COURT	KINGSCLIFF
31	2	SPOONBILL	LANE	KINGSCLIFF
32	4	SPOONBILL	LANE	KINGSCLIFF
33	6	SPOONBILL	LANE	KINGSCLIFF
34	8	SPOONBILL	LANE	KINGSCLIFF
35	10	SPOONBILL	LANE	KINGSCLIFF
36	12	SPOONBILL	LANE	KINGSCLIFF
37	14	SPOONBILL	LANE	KINGSCLIFF
38	13	SPOONBILL	LANE	KINGSCLIFF
39	11	SPOONBILL	LANE	KINGSCLIFF
40	9	SPOONBILL	LANE	KINGSCLIFF
41	7	SPOONBILL	LANE	KINGSCLIFF
42	5	SPOONBILL	LANE	KINGSCLIFF
43	3	SPOONBILL	LANE	KINGSCLIFF
44	1	SPOONBILL	LANE	KINGSCLIFF
45	11	DRIFT	COURT	KINGSCLIFF
46	9	DRIFT	COURT	KINGSCLIFF
47	7	DRIFT	COURT	KINGSCLIFF
48	5	DRIFT	COURT	KINGSCLIFF
49	3	DRIFT	COURT	KINGSCLIFF
50	1	DRIFT	COURT	KINGSCLIFF



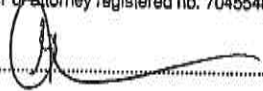
If space is insufficient use additional annexure sheet



Surveyor's Reference 2014241

PLAN FORM 6A (2012)		WARNING: Creasing or folding will lead to rejection	
DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 5 of 7 sheet(s)	
Office Use Only		Office Use Only	
Registered:  10.03.2017	<h1>DP1214044</h1>		
PLAN OF SUBDIVISION OF LOT 7 OF SECTION 1 IN DP 28949 AND LOT 1 IN DP 605577 AND LOT 4 IN DP 617471			
Subdivision Certificate number: <u>SC16/0037</u>		<small>This sheet is for the provision of the following information as required:</small> <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.	
Date of Endorsement: <u>9 FEBRUARY 2017</u>			
<p><i>Executed by Pearl Street Project Pty Ltd ACN 160 769 746 by its attorney Andrew Joseph Castello Book 4680 No 881 in the presence of :</i></p> <p><i>WITNESS: J. Wilson</i> </p> <p><i>Fiona Wilson 11 Pearl Street Kingscliff NSW 2487</i></p>			
<small>If space is insufficient use additional annexure sheet</small>			
Surveyor's Reference: 2014241			

PLAN FORM 6A (2012)		WARNING: Creasing or folding will lead to rejection	
DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 6 of 7 sheet(s)	
Office Use Only		Office Use Only	
Registered:  10.03.2017		<h1>DP1214044</h1>	
PLAN OF SUBDIVISION OF LOT 7 OF SECTION 1 IN DP 28949 AND LOT 1 IN DP 605577 AND LOT 4 IN DP 617471			
Subdivision Certificate number: <u>SC 16/0037</u>		<p>This sheet is for the provision of the following information as required:</p> <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.	
Date of Endorsement: <u>9 FEBRUARY 2017</u>			
<p>Executed by Henry Vuu as attorney for QEP Kingscliff Pty Limited under power of attorney dated 23 September 2014 registered in the Department of Lands Book 4678 No 808 in the presence of</p>			
 _____ Signature of witness		 _____ Signature of attorney	
<p><u>Trent Winluss</u> _____ Name of witness (print)</p>			
<p><u>301/50 Burton St, Darlinghurst, NSW 2010</u> _____ Address of witness (print)</p>			
If space is insufficient use additional annexure sheet			
Surveyor's Reference: 2014241			

PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection	
DEPOSITED PLAN ADMINISTRATION SHEET Sheet 7 of 7 sheet(s)	
Office Use Only	Office Use Only
Registered:  10.03.2017	<h1>DP1214044</h1>
PLAN OF SUBDIVISION OF LOT 7 OF SECTION 1 IN DP 28949 AND LOT 1 IN DP 605577 AND LOT 4 IN DP 617471	
Subdivision Certificate number: <u>SC16/0037</u>	<small>This sheet is for the provision of the following information as required:</small> <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.
Date of Endorsement: <u>9 FEBRUARY 2017</u>	
<p style="text-align: center;">Witnessed by:</p> <p style="text-align: center;"></p> <p style="text-align: center;">RAYMOND HENRY DAY Level 12, 260 Queenst Brisbane Qld. 15 February 2017</p> <p style="text-align: right;">SIGNED by GREGORY EDWARD KETH as attorney for Westpac Banking Corporation ABN 33 007 457 141 under power of attorney registered no. 704554851.</p> <p style="text-align: right;">.....  Signature By executing this Instrument the attorney states that the attorney has received no notice of the revocation of the power of attorney.</p>	
<small>If space is insufficient use additional annexure sheet</small>	
Surveyor's Reference: 2014241	

ePlan

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)
 (Sheet 1 of 10 Sheets)

Plan: **DP1214044**

Plan of subdivision of Lot 7 of Section 1 in DP28949, Lot 1 in DP605577 and Lot 4 in DP 617471 covered by Subdivision Certificate No. **SC 16/0037**

Full Name and address of the owner of the land:

Pearl Street Project Pty Ltd ACN 160 769
 746 of Level 12, 344 Queen Street,
 Brisbane Queensland 4000

PART 1 (Creation)

Number of item shown in the Intention panel on the plan	Identity of easement or 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), road(s), bodies or Prescribed Authorities:
1	Easement to drain sewage 5 wide	Lots 49, 50	Tweed Shire Council
2	Easement to drain sewage variable width	Lots 1, 21, 48	Tweed Shire Council
3	Easement to drain sewage 3 wide	Lots 1 - 9 (inclusive), Lots 11 - 14 (inclusive), 20, 22 - 49 (inclusive)	Tweed Shire Council
4	Easement to drain sewage 4 wide	Lots 15 - 19 (inclusive).	Tweed Shire Council
5	Easement to drain water variable width	3 19 49 4 5 20 21 22 23 24 25 26 40 41 42	Lot 2, Lot 1 in DP833926 Lot 1 DP 833926 Lot 2 DP 372496 Lots 2, 3, Lot 1 in DP833926 2, 3, 4, 16, 17, 18, 19 Lot 1 in DP833926 Lot 1 in DP833926 Lot 1 in DP833926 Lot 1 in DP833926 Lot 1 in DP833926 Lot 1 in DP833926 Lot 1 in DP833926 Lot 1 in DP833926 DP/SP51791 Lot 2 in DP372496, Lot 3 in DP372496, Tweed Shire Council DP 378771 Lots 46, 47, 48, 49, Lot 1 in DP37891 , Lot 2 DP 37891 , 37891 CP/SP12014, Lot 5 in Sec 1 DP28949, Tweed Shire Council DP 378771 Lots 46, 47, 48, 49, Lot 1 in DP37891 , Lot 2 DP 37891 , 37891 CP/SP12014, Lot 5 in Sec 1 DP28949, Tweed Shire Council

SEE

SHEET

2

SHEET 2 ADDED SEE 2017-385 & AM306574 04.05.2017

Q

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 2 OF 13 SHEETS)
 (Sheet 1 of 10 Sheets)

Plan: DP1214044
DP1214044

**Full Name and address
 of the owner of the land:**

Plan of subdivision of Lot 7 of Section 1 in DP28949, Lot 1 in DP605577 and Lot 4 in DP 617471 covered by Subdivision Certificate No.

Pearl Street Projects Pty Ltd ACN 160 769
 746 of Level 12, 344 Queen Street,
 Brisbane Queensland 4000

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement or 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), road(s), bodies or Prescribed Authorities:
1	Easement to drain sewage 5 wide	Lots 49, 50	Tweed Shire Council
2	Easement to drain sewage variable width	Lots 1, 21, 48	Tweed Shire Council
3	Easement to drain sewage 3 wide	Lots 1 - 9 (inclusive), Lots 11 - 14 (inclusive), 20, 22 - 49 (inclusive)	Tweed Shire Council
4	Easement to drain sewage 4 wide	Lots 15 - 19 (inclusive).	Tweed Shire Council
5	Easement to drain water variable width	3 4 5 19 20 21 22 23 24 25 26 39 40 41	Lot 2, Lot 1 in DP833926 Lots 2, 3, Lot 1 in DP833926 Lots 2, 3, 4, 16, 17, 18, 19, Lot 1 in DP833926 Lot 1 in DP833926 Lot 1 in DP833926 Lot 1 in DP833926 Lot 1 in DP833926 Lot 1 in DP833926 Lot 1 in DP833926 Lot 1 in DP833926 Lot 1 in DP833926, CP/SP51791 Lot 38, Lot 2 in DP372496, Lot 3 in DP372496, Tweed Shire Council Lots 38, 39, Lot 2 in DP372496, Lot 3 in DP372496, Tweed Shire Council Lots 38, 39, Lot 2 in DP372496, Lot 3 in DP372496, Tweed Shire Council
		42	Lots 38, 39, 45, 46, 47, 48, 49, Lot 1 in DP378971, Lot 2 DP378971, CP/SP12014, Lot 5 in Section 1 in DP28949, Lot 2 in DP372496, Lot 3 in DP372496, Tweed Shire Council

THIS SHEET ADDED SEE 2017-385 & AM306574 04.05.2017

DP1214044

ePlan
 (Sheet 2 of 10 Sheets)
 (SHEET 3 OF 15 SHEETS)

Plan: Plan of subdivision of Lot 7 of Section 1 in DP28949, Lot 1 in DP605577 and Lot 4 in DP 617471 covered by Subdivision Certificate No. **SC16/0037**

SEE	SHEET	43	Lots 46, 47, 48, 49, Lot 1 in DP37891, Lot 2 DP37891, CP/SP12014, Lot 5 in DP28949, Tweed Shire Council
		44	Lots 46, 47, 48, 49, Lot 1 in DP37891, Lot 2 DP37891, CP/SP12014, Lot 5 in DP28949, Tweed Shire Council
		45	Lots 46, 47, 48, 49, Lot 1 in DP37891, Lot 2 DP37891, CP/SP12014, Lot 5 in DP28949
		46	Lot 1 in DP37891, Lot 2 DP37891, CP/SP12014, Lot 5 in DP28949, 47, 48, 49
		47	Lots 48, 49, Lot 1 in DP37891, Lot 2 DP37891, CP/SP12014, Lot 5 in DP28949
48	Lot 49, Lot 2 in DP37891, CP/SP12014, Lot 5 in DP28949		
49	CP/SP12014, Lot 5 in DP28949		
6	Easement to drain water 3 wide	16	Lots 17, 18, 19, Lot 1 in DP833926
		17	Lots 18, 19, Lot 1 in DP833926
		18	Lot 19, Lot 1 in DP833926
		19	Lot 1 in DP833926
		38	Lot 2 in DP372496, Lot 3 in DP372496
		39	Lot 38, Lot 2 in DP372496, Lot 3 in DP372496
7	Easement for multi-purpose electrical installation 4.2 wide	31	Essential Energy
8	Positive Covenant	Each Lot	Tweed Shire Council
9	Positive Covenant	Lot 31 - 38 (inclusive)	Tweed Shire Council
10	Restriction on the Use of Land	Lots 3, 4, 16 - 26 (inclusive)	Lot 1 in DP833926
		38	Lot 2 in DP372496, Lot 3 in DP372496
		Lots 39, 40	Lot 2 in DP372496
		Lots 45, 46	Lot 1 in DP37891

SHEET 4 ADDED SEE 2017-385 & AM306574 04.05.2017

C

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

DP1214044

Plan: DP1214044

Plan of subdivision of Lot 7 of Section 1 in DP28949, Lot 1 in DP605577 and Lot 4 in DP 617471 covered by Subdivision Certificate No.

(SHEET 4 OF 13 SHEETS)
 (Sheet 2 of 10 Sheets)

		43	Lots 38, 39, 45, 46, 47, 48, 49, Lot 1 in DP378971, Lot 2 in DP378971, CP/SP12014, Lot 5 in Section 1 in DP28949, Tweed Shire Council, Lot 2 in DP372496, Lot 3 in DP372496
		44	Lots 38, 39, 45, 46, 47, 48, 49, Lot 1 in DP378971, Lot 2 in DP378971, CP/SP12014, Lot 5 in Section 1 in DP28949, Lot 2 in DP372496, Lot 3 in DP372496, Tweed Shire Council
		45	Lots 46, 47, 48, 49, Lot 1 in DP378971, Lot 2 in DP378971, CP/SP12014, Lot 5 in Section 1 in DP28949
		46	Lot 1 in DP378971, Lot 2 in DP378971, CP/SP12014, Lot 5 in Section 1 in DP28949, 47, 48, 49
		47	Lots 48, 49, Lot 1 in DP378971, Lot 2 in DP378971, CP/SP12014, Lot 5 in Section 1 in DP28949,
		48	Lot 49, Lot 2 in DP378971, CP/SP12014, Lot 5 in Section 1 in DP28949
		49	CP/SP12014, Lot 5 in Section 1 in DP28949
6	Easement to drain water 3 wide	16 17 18 19 38 39	Lots 17, 18, 19, Lot 1 in DP833926 Lots 18, 19, Lot 1 in DP833926 Lot19, Lot 1 in DP833926 Lot 1 in DP833926 Lot 2 in DP372496, Lot 3 in DP372496 Lot 38, Lot 2 in DP372496, Lot 3 in DP372496
7	Easement for multi-purpose electrical installation 4.2 wide	31	Essential Energy
8	Positive Covenant	Each Lot	Tweed Shire Council
9	Positive Covenant	Lot 31 – 38 (inclusive)	Tweed Shire Council
10	Restriction on the Use of Land	Lots 3, 4, 5, 16 - 26 (inclusive) 38 Lots 39, 40 Lots 45, 46	Lot 1 in DP833926 Lot 2 in DP372496, Lot 3 in DP372496, Lot 1 in DP781714 Lot 2 in DP372496 Lot 1 in DP378971

THIS SHEET ADDED SEE 2017-385 & AM306574 04.05.2017

DP1214044

ePlan
 (Sheet 3 of 10 Sheets)
 (SHEET 5 OF 13 SHEETS)

Plan: Plan of subdivision of Lot 7 of Section 1 in DP28949, Lot 1 in DP605577 and Lot 4 in DP 617471 covered by Subdivision Certificate No. **SC16 10037**

SEE		47	Lot 1 in DP378971 and Lot 2 in DP378971
		48	Lot 2 in DP378971, CP/SP12014
		49	CP/SP12014, Lot 5 in DP28949 <i>SECI</i>
11	Positive Covenant	Each Lot	Tweed Shire Council
12	Restriction on the Use of Land	Lots 26 - 30 (inclusive)	Tweed Shire Council
13	Easement for Fill Location Variable Width	Lots 3 - 5 (inclusive), 16 - 26 (inclusive) Lots 38 Lots 39, 40 Lots 45, 46 Lot 47 Lot 48 Lot 49	Lot 1 in DP833926 <i>DP372496</i> Lot 2 in DP35376 , Lot 3 in DP35376 <i>DP372496</i> Lot 2 in DP35376 <i>DP372496</i> Lot 1 in DP378971 Lot 1 in DP378971, Lot 2 in DP378971 Lot 2 in DP378971, CP/SP12014 CP/SP12014, 5/1/28949 CP/SP12014, 5/28949
14	Restriction on the Use of Land	Each Lot	Every Other Lot

PART 2 (Terms)

1. **Terms of Easement for multi-purpose electrical installation 4.2 wide numbered 7 in the plan**
 Easement for multi-purpose electrical installation the terms of which are set out in Part C of memorandum number AG189384 registered at the Department of Land and Property Information.
2. **Terms of Positive Covenant numbered 8 in the plan**
 Each lot burdened shall be managed as an inner protection area (IPA) as outlined within section 4.1.3 and Appendix 5 of 'Planning for Bushfire Protection 2006' and the NSW Rural Fire Services' document 'Standards for Asset Protection Zones'.
3. **Terms of Positive Covenant numbered 9 in the plan**
 - 3.1 On each lot burdened the area designated (T) on the plan shall be designated as an Asset Protection Zone (APZ).
 - 3.2 On each lot burdened the APZ shall be managed as inner protection area (IPA) as outlined within section 4.1.3 and Appendix 5 of 'Planning for Bushfire Protection 2006' and the NSW Rural Fire Services' document 'Standards for Asset Protection Zones'.
 - 3.3 Water and electricity services are to comply with section 4.1.3 of 'Planning for Bushfire Protection 2006'. The reasons for the imposition of conditions are to minimise any adverse

SHEET 6 ADDED SEE 2017-385 & AM306574 04.05.2017



e

DP1214044

(Sheet 3 of 10 Sheets)
 (SHEET 6 OF 13 SHEETS)

Plan: DP1214044

Plan of subdivision of Lot 7 of Section 1 in DP28949, Lot 1 in DP605577 and Lot 4 in DP 617471 covered by Subdivision Certificate No. SC16/0037

		47 48 49	Lot 1 in DP378971 and Lot 2 in DP378971 Lot 2 in DP378971, CP/SP12014 CP/SP12014, Lot 5 in Section 1 in DP28949
11	Positive Covenant	Each Lot	Tweed Shire Council
12	Restriction on the Use of Land	Lots 26 - 30 (Inclusive)	Tweed Shire Council
13	Easement for Fill Location Variable Width	Lots 3 - 5 (Inclusive), 16 - 26 (inclusive) Lots 38 Lots 39, 40 Lots 45, 46 Lot 47 Lot 48 Lot 49	Lot 1 in DP833926 Lot 2 in DP372496, Lot 3 in DP372496, Lot 1 in DP781714 Lot 2 in DP372496 Lot 1 in DP378971 Lot 1 in DP378971, Lot 2 in DP378971 Lot 2 in DP378971, CP/SP12014 CP/SP12014, Lot 5 Section 1 DP28949
14	Restriction on the Use of Land	Each Lot	Every Other Lot

PART 2 (Terms)

1. **Terms of Easement for multi-purpose electrical installation 4.2 wide numbered 7 in the plan**
 Easement for multi-purpose electrical installation the terms of which are set out in Part C of memorandum number AG189364 registered at the Department of Land and Property Information.
2. **Terms of Positive Covenant numbered 8 in the plan**
 Each lot burdened shall be managed as an inner protection area (IPA) as outlined within section 4.1.3 and Appendix 5 of 'Planning for Bushfire Protection 2006' and the NSW Rural Fire Services' document 'Standards for Asset Protection Zones'.
3. **Terms of Positive Covenant numbered 9 in the plan**
 - 3.1 On each lot burdened the area designated (T) on the plan shall be designated as an Asset Protection Zone (APZ).
 - 3.2 On each lot burdened the APZ shall be managed as inner protection area (IPA) as outlined within section 4.1.3 and Appendix 5 of 'Planning for Bushfire Protection 2006' and the NSW Rural Fire Services' document 'Standards for Asset Protection Zones'.
 - 3.3 Water and electricity services are to comply with section 4.1.3 of 'Planning for Bushfire Protection 2006'. The reasons for the imposition of conditions are to minimise any adverse

ePlan
{Sheet 4 of 10 Sheets}
(SHEET 7 OF 13 SHEETS)

Plan: **DP1214044** Plan of subdivision of Lot 7 of Section 1 in DP28949, Lot 1 in DP605577 and Lot 4 in DP 617471 covered by Subdivision Certificate No. 5C16/0037

impact the development may cause and give effect to the objectives of the Environmental Planning and Assessment Act.

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

- 4.1 No building work, filling or excavation of greater than 0.3 meters in vertical height shall be undertaken within a zone equal to the height of the retaining wall on the lot.
- 4.2 The owner of the lot burdened must maintain the wall in accordance with the requirements for Type 1 walls as defined in *AS4678-2002 Earth Retaining Structures*.
- 4.3 The owner of the lot benefited may at any time the stability of the retaining wall is threatened, enter upon the lot burdened and carry out repairs required to restore the stability and support provided by the retaining wall.

5. Terms of Positive Covenant numbered 11 in the plan

All roof water from houses, buildings or structures shall be discharged to an approved infiltration pit located on the burdened lot. The infiltration pit shall be approved by the Principal Certifying Authority.

6. Terms of Restriction on the Use of Land numbered 12 in the plan

- 6.1 On each lot burdened is uncontrolled fill located within the area designated (U) on the plan.
- 6.2 No building work shall be carried out on a burdened lot unless any structures or footing designs are drawn or certified by a qualified geotechnical engineer.

7. Terms of Easement for Fill Location Variable Width numbered 13 in the plan

- 7.1 The owner of the lot benefited may place fill within the area designated (V) on the plan being the area commencing on the rear boundary of the lot burdened and extending to the outer face edge of the retaining wall but limited to the height of the retaining wall. The owner of the lot benefited may do anything reasonably necessary for the purpose of this easement.
- 7.2 The owner of the lot benefited must not interfere with the retaining wall or support it offers or use the site of this easement in a way which may detract from the stability of the support provided by the retaining wall including:
- 7.3 The owner of the lot burdened must maintain the retaining wall in accordance with the requirements for Type 1 walls as defined in *AS4678-2002 Earth Retaining Structures*.

8. Terms of Restriction on the Use of Land numbered 14 in the plan

8.1 Definitions

In this restriction PSP means Pearl Street Projects Pty Ltd ACN 160 769 746 of Level 12, 344 Queen Street, Brisbane Queensland 4000

8.2 Restriction

- (1) No subdivision of a Lot may take place without the without written consent of PSP which may be withheld or be approved on conditions in the absolute discretion of PSP.
- (2) 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.

04.05.2017



ITEM 7.2 AND SHEET NUMBERING AMENDED SEE 2017-385 & AM306574

e

ePlan

(Sheet 6 of 10 Sheets)
(SHEET 8 OF 13 SHEETS)

Plan: DP1214044 Plan of subdivision of Lot 7 of Section 1 in DP28949, Lot 1 in DP605577 and Lot 4 in DP 617471 covered by Subdivision Certificate No. SC 16 / 0037

- (3) For the benefit of any adjoining land owned by PSP, but only during the ownership thereof by PSP, 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 PSP provided that such consent shall not be withheld if the fence is erected without expense to PSP; and
- (4) No person shall use any lot burdened for the purpose of a builder's display home without the written consent of PSP which may be withheld or be approved on conditions in the absolute discretion of PSP.
- (5) No advertisement, hoarding, sign or similar structure may be erected or remain on any lot burdened other than one "For Sale" sign which is to be no larger than 1 metre x 75 centimetres without written consent of PSP which may be withheld or be approved on conditions in the absolute discretion of PSP.

8.3 Amendments

While PSP remains the owner of a least 1 Lot:

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

8.4 Severability

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

9. Name of person empowered to release, vary or modify the easements numbered 1, 2, 3, 4, 5, 6 and 13, the positive covenant numbered 8, 9 and 11 and restriction on the use of land numbered 10 and 12 in the plan.

Tweed Shire Council

10. Name of person empowered to release, vary or modify the easement numbered 7 in the plan.

Essential Energy

11. Name of person empowered to release, vary or modify restriction on the use of land numbered 14 in the plan.

Pearl Street Project Pty Ltd ACN 160 769 746.

e

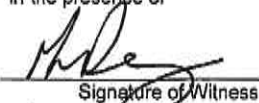
ePlan
(Sheet 6 of 10 Sheets)
(SHEET 9 OF 13 SHEETS)

Plan: Plan of subdivision of Lot 7 of Section 1 in DP28949, Lot 1 in DP605577 and
Lot 4 in DP 617471 covered by Subdivision Certificate No. SC1610037
DP1214044

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



Signature of delegate



Signature of Witness

MICK DENNY

Name of Witness

Raymond Musgrave

Name of delegate

TUMBULGUM ROAD, MURWILLUMBAH, NSW, 2484.
Address of Witness





ePlan
(Sheet 7 of 10 Sheets)
(SHEET 10 OF 13 SHEETS)

Plan: DP1214044 Plan of subdivision of Lot 7 of Section 1 in DP28949, Lot 1 in DP605577 and Lot 4 in DP 617471 covered by Subdivision Certificate No. SC 16/0037

Executed by Pearl Street Project Pty
Ltd ACN 160 769 746

e

by its duly authorised attorney Andrew Joseph Costello
registered in the Department of Lands Book: 4680 No: 881



Signature of Witness

FIONA WILSON

Name of Witness

48 VULCAN STREET, KINGSLIFF
Address of Witness NEW 2487.

SHEET NUMBERING AMENDED SEE 2017-385 & AM306574 04.05.2017

e

ePlan
(Sheet 8 of 10 Sheets)
(SHEET 11 OF 13 SHEETS)

Plan: Plan of subdivision of Lot 7 of Section 1 in DP28949, Lot 1 in DP605577 and Lot 4 in DP 617471 covered by Subdivision Certificate No. 16/0037
DP1214044

Executed by Essential Energy by its)
duly authorised person under power)
of attorney Book ~~4644~~ No ~~648~~ in the)
presence of 4693 330)

J

Signature of attorney Tony Leahy Manager Property, Fleet, Procurement & Logistics Name and title of attorney Essential Energy

RAELENE MYERS
Name of Witness P202504
35 Grant Street
Port Macquarie 2444
Address of Witness

Signature of attorney
Name and title of attorney

SHEET NUMBERING AMENDED SEE 2017-385 & AM306574 04.05.2017

e

ePlan
(Sheet 9 of 10 Sheets)
(SHEET 12 OF 13 SHEETS)

Plan: DP1214044 Plan of subdivision of Lot 7 of Section 1 in DP28949, Lot 1 in DP605577 and Lot 4 in DP 617471 covered by Subdivision Certificate No. SL6/0037

Executed by Westpac Banking Corporation

Witnessed By:



RAYMOND HARRY DAY
Level 12, 260 Queen St
Brisbane Qld.
15 February 2017

SIGNED by GREGORY EDWARD KETH as attorney for Westpac Banking Corporation ABN 33 007 457 141 under power of attorney registered no. 704554851.

Signature

By executing this instrument the attorney states that the attorney has received no notice of the revocation of the power of attorney.

04.05.2017
SHEET NUMBERING AMENDED SEE 2017-385 & AM306574




0

ePlan
(Sheet 10 of 10 Sheets)
(SHEET 13 OF 13 SHEETS)

Plan: Plan of subdivision of Lot 7 of Section 1 in DP28949, Lot 1 in DP605577 and Lot 4 in DP 617471 covered by Subdivision Certificate No. **SC 16/0037**
DP1214044

Executed by Henry Vuu as attorney for QEP Kingscliff Pty Limited under power of attorney dated 23 September 2014 registered in the Department of Lands Book 4678 No in the presence of


Signature of witness


Signature of attorney

Trent Windsor
Name of witness (print)

301/50 Burton St, Darlingtonhurst, NSW, 2010
Address of witness (print)

04.05.2017
SHEET NUMBERING AMENDED SEE 2017-385 & AM306574

REGISTERED  10.03.2017

C


PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)


Registered:  18.10.2016 Title System: TORRENS Purpose: EASEMENT	Office Use Only <div style="text-align: center; font-size: 24pt; font-weight: bold;">DP1225494</div> Office Use Only
PLAN OF EASEMENT TO DRAIN SEWAGE 5 WIDE OVER LOT 6 SECTION 1 DP28949 AND EASEMENT TO DRAIN WATER 3 WIDE OVER LOTS 1 AND 2 IN DP 378971	LGA: TWEED Locality: KINGSCLIFF Parish: CUDGEN County: ROUS
<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</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. Signature: Date: File Number: Office:	<p style="text-align: center;">Survey Certificate</p> I, JOHN LAWRENCE NEWTON of NEWTON DENNY CHAPPELLE a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(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 *(b) The part of the land shown in the plan (*being lots 4 to 15) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> , is accurate and the survey was completed on 14/11/2014, the part not surveyed was compiled in accordance with that Regulation. *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> . Signature: <i>John Lawrence Newton</i> Dated: 19/11/2014 Surveyor ID: 1729 Datum Line: Type: Urban / Rural The terrain is *Level-Undulating / *Steep-Mountainous. *Strike through if inapplicable. *Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.
<p style="text-align: center;">Subdivision Certificate</p> I, *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. Signature: Accreditation number: Consent Authority: Date of endorsement: Subdivision Certificate number: File number: *Strike through if inapplicable.	Statements of intention to dedicate public roads, public reserves and drainage reserves.
Statements of intention to dedicate public roads, public reserves and drainage reserves.	Plans used in the preparation of survey/compilation. DP 28949 DP378971 If space is insufficient continue on PLAN FORM 6A
Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	Surveyor's Reference:2014241-2014M7100(1831)Comp.

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 2 sheet(s)


Registered:  18.10.2016 PLAN OF EASEMENT TO DRAIN SEWAGE 5 WIDE OVER LOT 6 SECTION 1 DP28949 AND EASEMENT TO DRAIN WATER 3 WIDE OVER LOTS 1 AND 2 IN DP 378971 Subdivision Certificate number: Date of Endorsement:	Office Use Only <h1 style="font-size: 2em;">DP1225494</h1> Office Use Only 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.
---	---

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

- 1) EASEMENT TO DRAIN SEWAGE 5 WIDE (S)
- 2) EASEMENT TO DRAIN WATER 3 WIDE (W)

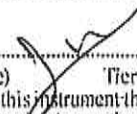
Certified correct for the purposes of the Real Property Act 1900
 by **PEARL STREET PROJECT PTY LTD**
 ACN 160 769 746 BY ITS ATTORNEY
 ANDREW JOSEPH COSTELLO BOOK 4680 NO 881

I certify that I am an eligible witness and that the attorney whose signature appears opposite signed this instrument in my presence
 Signature of witness: *Michele Caldwell*
 Name of witness: *Michele Caldwell*
 Address of witness: *412/10 Pearl Street Kingscliff*

I certify that I am an eligible witness and that the attorney whose signature appears opposite signed this instrument in my presence [See below]
 Signature of witness: 
 Name of witness: **Indrayani Ranade**

Certified correct for the purposes of the Real Property Act, 1900 by the *Barr*
 SIGNED by *Chintha Eerwickrama* as attorney for Westpac Banking Corporation under power of attorney registered Book 4299 no. 332


Address of witness: **1 King Street
 Concord West NSW**

(Signature) 
 Tier Three Attorney
 By executing this instrument the attorney states that the attorney has received no notice of the revocation of the power of attorney

*s117RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation

Executed by Henry Vuu as attorney for QLEP KINGSCLIFF PTY LIMITED under Power of Attorney dated 23 September 2014 registered in the Department of Lands Book 208 No 4678 in the presence of:


 Signature of Attorney


 Signature of witness
Michaela Mary Nairn

Name of witness
Level 38, 120 Collins Street, Melbourne VIC 3000
 Address of witness

If space is insufficient use additional annexure sheet

Surveyor's Reference: 2014241-2014M7100(1831)Comp.

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.

38
 (Sheet 1 of 2 Sheets)

Plan: DP1225494 Plan of Easement to Drain Sewage on Lot 6 Section 1 DP 28949 and Easement to Drain Water on Lot 1 in DP378971 and Lot 2 in DP378971.

Full name and address of owner of the land: Pearl Street Project Pty Ltd ACN 160 769 746
 Po Box 5297
 Brisbane Qld 4000

Full name and address of mortgagee of land: Westpac Banking Corporation ABN 33 007 457 141
 Level 16, 260 Queen Street
 Brisbane Qld 4000

Full name and address of mortgagee of land: QEP Kingscliff Pty Ltd ACN 601 944 030
 Level 18, 530 Collins Street
 Melbourne Vic 3000

Part 1 (Creation)

Number of Item shown in the Intention panel on the plan	Identity of easement or profit à prendre to be released and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s),bodies or Prescribed Authorities:
1	Easement to Drain Sewage 5 wide	Lot 6 Section 1 Deposited Plan 28949	Tweed Shire Council, Lot 4 in Deposited Plan 617471
2	Easement to Drain Water 3 wide	Lot 1 in Deposited Plan 378971 Lot 2 in Deposited Plan 378971	Lot 2 in Deposited Plan 378971, CP/SP12014, Lot 4 in Deposited Plan 617471 Lot 1 in Deposited Plan 378971, CP/SP12014, Lot 4 in Deposited Plan 617471

Part 2 (Terms)

Name of person empowered to release, vary or modify easements numbered 1 and 2 in the plan

Tweed Shire Council

for 

(Sheet 2 of 3 Sheets)

Plan: Plan of Easement to Drain Sewage on Lot 6 Section 1
DP1225494 DP 28949 and Easement to Drain Water on Lot 1 in
DP378971 and Lot 2 in DP378971.

Certified correct for the purposes of the)
Real Property Act 1900 and executed by)
the company Pearl Street Project Pty Ltd)
ACN 160 769 746 pursuant to S.127 of)
the Corporations Act 2001



Donald Cormack O'Rourke - Sole Director /
Secretary

See Annexure 'A'

Westpac Banking Corporation
ABN 33 007 457 141

Executed by Henry Vuu
as attorney for QEP Kingscliff Pty Limited
under power of attorney dated 23
September 2014 registered in the
Department of Lands Book 808 No 4678 in
the presence of

Signature of witness

Signature of attorney

KERRY JANE ARMSTRONG

Name of witness (print)

7175 Eagle St, Brisbane
Address of witness (print)
Tweed Shire Council by its authorised delegate
pursuant to s.377 Local Government Act 1993.

I certify that I am an eligible witness and
that the delegate signed in my presence.


Tweed Shire Council
General Manager/Authorised Person
LINDSAY MCGAVIN
Name of Authorised Person

Signature of witness
Name of witness

6 Condon St MULLUMBIUM
Address of witness

(Sheet 3 of 3 Sheets)

Plan: DP1225494 Plan of Easement to Drain Sewage on Lot 6 Section 1
DP 28949 and Easement to Drain Water on Lot 1 in
DP378971 and Lot 2 in DP378971.

<p>I certify that I am an eligible witness and that the attorney whose signature appears opposite signed this instrument in my presence [See ^o below]</p>	<p>Certified correct for the purposes of the Real Property Act 1900 by the ^{Berk} Chinnna Ekan Wickram SIGNED by as attorney for Westpac Banking Corporation under power of attorney registered Book 4299 no. 332</p>
<p>Signature of witness: </p>	<p>..... (Signature) Tier Three Attorney</p>
<p>Name of witness: Indrayani Ranade</p>	<p>By executing this instrument the attorney states that the attorney has received no notice of the revocation of the power of attorney</p>
<p>Address of witness: 1 King Street Concord West NSW</p>	
<p>^os117RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation</p>	

REGISTERED  18.10.2016

Form: 13PC
 Release: 3-1

POSITIVE COVENANT
 New South Wales



AN663909P

Section 88E(3) Conveyancing Act 1919

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Reg by this form for the establishment and maintenance of the Real Property Act Register. Section 30B of the RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) **TORRENS TITLE**

Certificate of Title 36/1214044

(B) **LODGED BY RELODGED**

Do not write in this space Code Bo	659M SOFT ASH WOOD PTY LTD LLPN: 123482P Ph: 9099 7400	Customer Account Number if any CODE PC
Reference:		

- 7 SEP 2018

(C) **REGISTERED PROPRIETOR**

TIME: //

Of the above land
 RICHARD JASON ANDERSON AND JAYNE ANN ANDERSON

(D) **LESSEE MORTGAGEE or CHARGE**

Of the above land agreeing to be bound by this positive covenant

Nature of Interest	Number of Instrument	Name
NOT APPLICABLE	N.A.	N.A.

(E) **PRESCRIBED AUTHORITY**

Within the meaning of section 88E(1) of the Conveyancing Act 1919
 TWEED SHIRE COUNCIL

(F) The prescribed authority having imposed on the above land a positive covenant in the terms set out in annexure A hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.

DATE 21 August 2018

(G) **Execution by the prescribed authority**

I certify that an authorised officer of the prescribed authority who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: *[Signature]*
 Name of witness: **Vanessa Cwynne**
 Address of witness: **10-14 Tumbalgun Rd Murwillumbah NSW**

Signature of authorised officer: *[Signature]*
 Name of authorised officer: **Troy Green**
 Position of authorised officer: **General Manager**
 Pursuant to s. 377, Local Government Act, 1993

4/19/2018

(G) **Execution by the registered proprietor**

I certify I am an eligible witness and that the registered proprietor signed this dealing in my presence.
 [See note* below]

Certified correct for the purposes of the Real Property Act 1900 by the registered proprietor.

Signature of witness: *[Signature]*
 Name of witness: **Kim Elizabeth Payne**
 Address of witness: **15 SILVER ASH COURT CABARITA BEACH 2458 NSW**

Signature of registered proprietor: *[Signature]*
J.A. Anderson

Elizabeth Mary Ellis Solicitor - authorisation to make annual submissions

(H) **Consent of the N.A**

The N.A under N.A No. N.A., agrees to be bound by this positive covenant. I certify that the above N.A who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: _____ Signature of N.A. _____
 Name of witness: _____
 Address of witness: _____

THIS IS ANNEXURE 'A' TO POSITIVE COVENANT BETWEEN RICHARD JASON ANDERSON AND JAYNE ANN ANDERSON AS REGISTERED PROPRIETORS AND TWEED SHIRE COUNCIL AS THE CONSENT AUTHORITY

The Terms of the Positive Covenant numbered 9 in DP 1214044 are substituted as follows:-

- 3.1 Terms of Positive Covenant numbered 9 in DP 1214044 the area designated (T) on the plan shall be designated as an 8 metre Asset Protection Zone (APZ)
- 3.2 From the commencement of building works and in perpetuity Lot 36 shall be managed as an inner protection area (IPA) as outlined within section 4.1.3 and Appendix 5 of 'Planning for Bush Fire Protection 2006' and the NSW Rural Fire Service's document 'Standards for asset protection zones'.
- 3.3 Any part of any dwelling within 12 metres from the south-western boundary and the entire roof system is to be constructed to comply with section 3 and section 7 (BAL 29) Australian Standard AS3959-2009 'Construction of buildings in bushfire-prone area' or NASH Standard (1.7.14 updated) 'National Standard Steel Framed Construction in Bushfire Areas - 2014' as appropriate and section A3.7 Addendum Appendix 3 of 'Planning for Bush Fire Protection' 2006'.
- 3.4 The building elevations 12 to 17 metres from the south-western boundary are to be constructed to comply with section 3 and section 6 (BAL 19) Australian Standard AS3959-2009 'Construction of buildings in bushfire-prone area' or NASH Standard (1.7.14 updated) 'National Standard Steel Framed Construction in Bushfire Areas - 2014' as appropriate and section A3.7 Addendum Appendix 3 of 'Planning for Bush Fire Protection 2006'.
- 3.5 The building elevations greater than 17 metres from the south-western boundary are to be constructed to comply with section 3 and section 5 (BAL 12.5) Australian Standard AS3959-2009 'Construction of buildings in bushfire-prone area' or NASH Standard (1.7.14 updated) 'National Standard Steel Framed Construction in Bushfire Areas - 2014' as appropriate and section A3.7 Addendum Appendix 3 of 'Planning for Bush Fire Protection' 2006.
- 3.6 A minimum 1.8 metres high radiant heat shield made of non-combustible materials shall be constructed along the southwest property boundary adjacent to the grassland hazard. All posts and rails shall be constructed of steel. The bottom of the fence is to be in direct contact with the finished ground level or plinth.



J

J. A. Anderson

T.A.

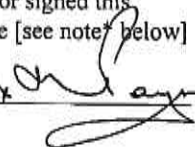
Execution by the prescribed authority


I certify that an authorised officer of the prescribed authority who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness:  Signature of authorised officer: 
Name of witness: Vanessa Cwynne Name of authorised officer: Troy Green
Address of witness: 10-14 Tumbulghem Rd, Hurwillambah Position of authorised officer: General Manager
Pursuant to section 377
Local Government Act, 1993

Execution by the registered proprietor

I certify I am an eligible witness and that the registered proprietor signed this dealing in my presence [see note* below] Certified correct for the purposes of the Real Property Act 1900 by the registered proprietor

Signature of witness:  Signature of registered proprietor:



J.A. Anderson

Name of witness: KIM ELIZABETH PAYNE
Address of witness: 15 SILVER ASH COURT
CABARITA BEACH NSW 2488

* s117RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

Form: 13RVM
Release: 3.2
Licence: 01-05-082
Licensec: LEAP Legal Software Pty Limited
Firm name: Costello Lawyers

VARIATION OR MODIFICATION OF RESTRICTION ON THE USE OF LAND



AM349198A

New South Wales
Section 88, 88D(15), 88E(7) or 89(8)
Conveyancing Act 1919

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

(A) TORRENS TITLE	See Annexure A	
(B) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any
	106G	LLPN: 123843H SAI GLOBAL Property DX 885 SYDNEY 02 9210 0700 Reference: 62717460 COSTELLO
(C) RESTRICTION	Easement to Drain Water Variable Width Numbered 5 in DP1214044	
(D) APPLICANT	Pearl Street Project Pty Ltd ACN 160 769 746	

CODE
VR

(E) 1. VARIATION: SECTION 88 CONVEYANCING ACT 1919

The applicant applies to have a recording made in the Register of a deed of variation of the above restriction on the use of land dated 27 April 2017, a certified copy of which is annexed hereto and marked B.

2. VARIATION: SECTION 88D(15) CONVEYANCING ACT 1919 NOT APPLICABLE

The above restriction on the use of land having been varied in the manner set out in annexure the applicant, being the , applies to have a recording made in the Register giving affect to that variation.

3. VARIATION: SECTION 88E(7) CONVEYANCING ACT 1919 NOT APPLICABLE

The applicant, being the , applies to have a recording made in the Register of a memorandum dated and annexed hereto marked varying the above restriction on the use

(F) of land. The consent of each person against whom the restriction is enforceable is annexed hereto and marked

4. MODIFICATION: SECTION 89(8) CONVEYANCING ACT 1919 NOT APPLICABLE

The applicant, being the registered proprietor of the above land, applies to have all necessary recordings made in the Register to give effect to the order of the Supreme Court of New South Wales dated , an office copy of which is annexed hereto and marked , modifying the above restriction on the use of land.

DATE 27/4/17

Certified correct for the purposes of the Real Property Act 1900 on behalf of the applicant by the person whose signature appears below.

Signature:

Signatory's name: Andrew Joseph Costello
Signatory's capacity: Solicitor for the Applicant

* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

ANNEXURE A TO FORM 13RVM

Applicant: Pearl Street Project Pty Ltd ACN 160 769 746

(A) TORRENS TITLE: 3/1214044, 4/1214044, 5/1214044 19/1214044, 20/1214044,
21/1214044, 22/1214044, 23/1214044, 24/1214044,
25/1214044, 26/1214044, 39/1214044, 40/1214044,
41/1214044, 42/1214044, 43/1214044, 44/1214044,
45/1214044, 46/1214044, 47/1214044, 48/1214044, 49/1214044

ANNEXURE B TO FORM 13RVM

Applicant: Pearl Street Project Pty Ltd ACN 160 769 746

PEARL STREET PROJECT PTY LTD

AND

TWEED SHIRE COUNCIL

DEED OF VARIATION

I certify this to be a true copy of the original.

.....
Andrew Joseph Costello
Solicitor

THIS DEED dated 27 day of April 2017

BETWEEN Pearl Street Project Pty Ltd ACN 160 769 746 of Level 12, 344 Queen Street, Brisbane, Queensland (Pearl Street Project Pty Ltd)

AND Tweed Shire Council of PO Box 816 Murwillumbah NSW 2484 (Council)

RECITALS

- A. Pearl Street Project is the owner of the Lots.
- B. The Lots are burdened by the Restrictions.
- C. Council is the party entitled to vary the Restrictions.
- D. Council has agreed to vary the Restrictions as set out in this Deed.

OPERATIVE PART

1. Interpretation

This deed is governed by the laws of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of that state.

In the interpretation of this deed:

- (a) "Lots" means lots 1 to 50 in Deposited Plan 1214044 being folio identifiers 1/1214044, 2/1214044, 3/1214044, 4/1214044, 5/1214044, 6/1214044, 7/1214044, 8/1214044, 9/1214044, 10/1214044, 11/1214044, 12/1214044, 13/1214044, 14/1214044, 15/1214044, 16/1214044, 17/1214044, 18/1214044, 19/1214044, 20/1214044, 21/1214044, 22/1214044, 23/1214044, 24/1214044, 25/1214044, 26/1214044, 27/1214044, 28/1214044, 29/1214044, 30/121400, 31/1214044, 32/1214044, 33/1214044, 34/1214044, 35/1214044, 36/1214044, 37/1214044, 38/1214044, 39/1214044, 40/1214044, 41/1214044, 42/1214044, 43/1214044, 44/1214044, 45/1214044, 46/1214044, 47/1214044, 48/1214044, 49/1214044, 50/121044.
- (b) "Plan" means Deposited Plan 1214044.
- (c) "Register" has the same meaning as that term given in the *Real Property Act 1990*.

-
- (d) **"Restrictions" means:**
- (i) Easement to Drain Water variable width numbered 5 in the Section 88B instrument registered with DP12114044; and
 - (ii) Easement to Drain Water 3 wide numbered 6 in the Section 88B instrument registered with DP1214044.
- (e) References to legislation or provisions of legislation include changes or re-enactments of the legislation and statutory instruments and regulations issued under the legislation;
- (f) Words denoting the singular include the plural and vice versa, words denoting individuals or persons include bodies corporate and vice versa, references to documents or agreements also mean those documents or agreements as changed, novated or replaced, and words denoting one gender include all genders;
- (g) Grammatical forms of defined words or phrases have corresponding meanings;
- (h) References to a party are intended to bind their executors, administrators and permitted transferees; and
- (i) Obligations under this deed affecting more than one party bind them jointly and each of them severally.

2. Variation to Restriction

2.1 Pearl Street Project and Council agree that the terms of the Restrictions are amended as follows:

(a) **Easement to Drain Water Variable Width numbered 5 in the Plan**

The terms of easement to Drain Water variable width numbered 5 in Section 88B instrument registered with DP1214044 are amended to read:

**As provided by Part 3 of Schedule 8 of the Conveyancing Act 1919 (as amended) together with the following covenant:*

The owners for the time being of the lots burdened and the lots benefitted within lots 1 to 50 in DP1214044, but only in respect of that area of the pipeline requiring inspecting, cleansing, repairing, maintaining or renewing that those lots benefit from or are burdened by, must maintain and share the costs of inspecting, cleansing, repairing, maintaining or renewing the pipe and other drainage structures equally or proportionally on an equitable basis and any dispute which cannot be resolved by agreement must be referred to an arbitrator appointed by the President of the Law Society at the request of any owner and the arbitrator's decision shall be final and binding on the parties. Nothing in this clause shall place a maintenance obligation on a lot in respect of the public stormwater

line that drains Pearl Street through lots 39 to 44 (inclusive) in DP121044".

(b) Easement to Drain Water 3 wide numbered 6 in the Plan

The terms of easement to Drain Water 3 wide numbered 6 in Section 88B instrument registered with DP1214044 are amended to read:

"As provided by Part 3 of Schedule 8 of the Conveyancing Act 1919 (as amended) together with the following covenant:

The owners for the time being of the lots burdened and the lots benefitted within lots 1 to 50 in DP1214044, but only in respect of that area of the pipeline requiring inspecting, cleansing, repairing, maintaining or renewing that those lots benefit from or are burdened by, must maintain and share the costs of inspecting, cleansing, repairing, maintaining or renewing the pipe and other drainage structures equally or proportionally on an equitable basis and any dispute which cannot be resolved by agreement must be referred to an arbitrator appointed by the President of the Law Society at the request of any owner and the arbitrator's decision shall be final and binding on the parties".

2.2 Promptly after the date of this Deed Pearl Street Project must lodge a Real Property Act form of Variation or Modification of Restriction on the Use of the Land at the Department of Land and Property Information NSW in order to have the effect of this Deed recorded on the Register.

3. Amendment

An amendment or variation to this deed is not effective unless it is in writing and signed by all the parties.

4. Counterparts

This deed may be executed in any number of counterparts each of which will be an original but such counterparts together will constitute one and the same instrument and the date of the deed will be the date on which it is executed by the last party.

Execution page

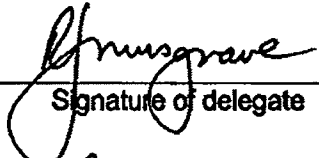
EXECUTED AS A DEED

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


Signature of Witness

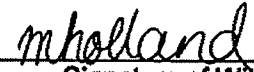
MICK DENNY
Name of Witness

TUMBULGUM ROAD, MURWILLUMBAH, NSW
Address of Witness 2484


Signature of delegate


Raymond Musgrave
Name of delegate

Executed by Pearl Street)
Projects Pty Ltd ACN 160 769)
746)


Signature of Witness

Molly Holland
Name of Witness

14/1 Township Dr Burleigh Heads QLD 4220
Address of Witness


by its duly authorised attorney Andrew Joseph
Costello registered in the Department of
Lands Book: 4680 No: 881

FILM WITH
AM349198

26 April 2017

The Registrar
NSW Land and Property Information
1 Prince Albert Road
Queens Square
Sydney NSW LPI

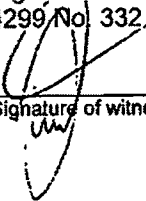
Dear Sirs

Pearl Street Project Pty Ltd: Consent to Form 13RVM
Property: Lots 1 – 50 in Deposited Plan 1214044

We are the registered mortgagee under mortgage A1970587. We consent to the variation of terms of restriction on use 5thly and 6thly referred to in DP1214044 as set out in the attached Form 13RVM.

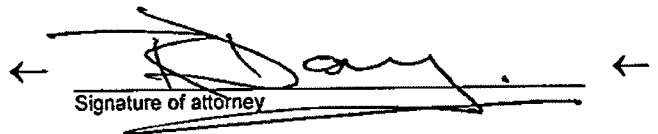
Executed by Raymond Henry Day as Tier
Three attorney for Westpac Banking
Corporation under power of attorney
registered in the Department of Lands Book
4299/No. 332, in the presence of

Signature of witness



Andrew Lee
Brookport
C.Dec 70832

Name of witness (print)



Signature of attorney

Level 12, 260 Queen St Brisbane
Address of witness (print)

FILM WITH
AM349198

26 April 2017

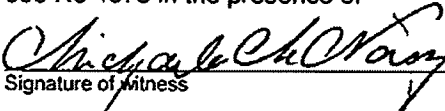
The Registrar
NSW Land and Property Information
1 Prince Albert Road
Queens Square
Sydney NSW LPI


Dear Sirs

Pearl Street Project Pty Ltd: Consent to Form 13RVM
Property: Lots 1 – 50 in Deposited Plan 1214044

We are the registered mortgagee under mortgage AJ203735. We consent to the variation of terms of restriction on use 5thly and 6thly referred to in DP1214044 as set out in the Form 13RVM.

Executed by Henry Vuu as attorney for QEP
Kingscliff Pty Limited under power of
attorney dated 23 September 2014
registered in the Department of Lands Book
808 No 4678 in the presence of


Signature of witness


Signature of attorney

Michaela Mary Nairn

Name of witness (print)

22/33 Murphy Street
South Yarra VIC 3141

Address of witness (print)

Form: 13RVM
Release: 3.2
Licence: 01-05-082
Licensec: LEAP Legal Software Pty Limited
Firm name: Costello Lawyers

**VARIATION OR
MODIFICATION OF
RESTRICTION ON TI
USE OF LAND**



AM349199X

New South Wales
Section 88, 88D(15), 88E(7) or 89(8)
Conveyancing Act 1919

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

(A) TORRENS TITLE	See Annexure A	
(B) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any
	106G	LLPN: SAI GLOBAL Property 123843H DX 885 SYDNEY 02 9210 0700 Reference: 62717460 COSTELLO
(C) RESTRICTION	Easement to Drain Water 3 Wide Numbered 6 in DP1214044	
(D) APPLICANT	Pearl Street Project Pty Ltd ACN 160 769 746	

CODE
VR

(E) 1. VARIATION: SECTION 88 CONVEYANCING ACT 1919

The applicant applies to have a recording made in the Register of a deed of variation of the above restriction on the use of land dated 27 April 2017, a certified copy of which is annexed hereto and marked B.

2. VARIATION: SECTION 88D(15) CONVEYANCING ACT 1919 NOT APPLICABLE

The above restriction on the use of land having been varied in the manner set out in annexure the applicant, being the , applies to have a recording made in the Register giving affect to that variation.

3. VARIATION: SECTION 88E(7) CONVEYANCING ACT 1919 NOT APPLICABLE

The applicant, being the , applies to have a recording made in the Register of a memorandum dated and annexed hereto marked varying the above restriction on the use

(F) of land. The consent of each person against whom the restriction is enforceable is annexed hereto and marked

4. MODIFICATION: SECTION 89(8) CONVEYANCING ACT 1919 NOT APPLICABLE

The applicant, being the registered proprietor of the above land, applies to have all necessary recordings made in the Register to give effect to the order of the Supreme Court of New South Wales dated , an office copy of which is annexed hereto and marked , modifying the above restriction on the use of land.

DATE 27/4/12

Certified correct for the purposes of the Real Property Act 1900 on behalf of the applicant by the person whose signature appears below.

Signature:

Signatory's name: Andrew Joseph Costello
Signatory's capacity: Solicitor for the Applicant

* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

ANNEXURE A TO FORM 13RVM

Applicant: Pearl Street Project Pty Ltd ACN 160 769 746

(A) TORRENS TITLE: 16/1214044, 17/1214044, 18/1214044, 19/1214044, ,
38/1214044, 39/1214044,

ANNEXURE B TO FORM 13RVM

Applicant: Pearl Street Project Pty Ltd ACN 160 769 746

PEARL STREET PROJECT PTY LTD

AND

TWEED SHIRE COUNCIL

DEED OF VARIATION

I certify this to be a true copy of the original.


.....
Andrew Joseph Costello
Solicitor

THIS DEED dated 27 day of April 2017

BETWEEN Pearl Street Project Pty Ltd ACN 160 769 746 of Level 12, 344 Queen Street, Brisbane, Queensland (Pearl Street Project Pty Ltd)

AND Tweed Shire Council of PO Box 816 Murwillumbah NSW 2484 (Council)

RECITALS

- A. Pearl Street Project is the owner of the Lots.
- B. The Lots are burdened by the Restrictions.
- C. Council is the party entitled to vary the Restrictions.
- D. Council has agreed to vary the Restrictions as set out in this Deed.

OPERATIVE PART

1. Interpretation

This deed is governed by the laws of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of that state.

In the interpretation of this deed:

- (a) "Lots" means lots 1 to 50 in Deposited Plan 1214044 being folio identifiers 1/1214044, 2/1214044, 3/1214044, 4/1214044, 5/1214044, 6/1214044, 7/1214044, 8/1214044, 9/1214044, 10/1214044, 11/1214044, 12/121044, 13/1214044, 14/1214044, 15/1214044, 16/1214044, 17/1214044, 18/1214044, 19/1214044, 20/1214044, 21/1214044, 22/1214044, 23/1214044, 24/1214044, 25/1214044, 26/1214044, 27/1214044, 28/1214044, 29/1214044, 30/121400, 31/1214044, 32/1214044, 33/1214044, 34/1214044, 35/1214044, 36/1214044, 37/1214044, 38/1214044, 39/1214044, 40/1214044, 41/1214044, 42/1214044, 43/1214044, 44/1214044, 45/1214044, 46/1214044, 47/1214044, 48/1214044, 49/1214044, 50/121044.
- (b) "Plan" means Deposited Plan 1214044.
- (c) "Register" has the same meaning as that term given in the *Real Property Act 1990*.

-
- (d) **"Restrictions" means:**
- (i) Easement to Drain Water variable width numbered 5 in the Section 88B instrument registered with DP12114044; and
 - (ii) Easement to Drain Water 3 wide numbered 6 in the Section 88B instrument registered with DP1214044.
- (e) References to legislation or provisions of legislation include changes or re-enactments of the legislation and statutory instruments and regulations issued under the legislation;
- (f) Words denoting the singular include the plural and vice versa, words denoting individuals or persons include bodies corporate and vice versa, references to documents or agreements also mean those documents or agreements as changed, novated or replaced, and words denoting one gender include all genders;
- (g) Grammatical forms of defined words or phrases have corresponding meanings;
- (h) References to a party are intended to bind their executors, administrators and permitted transferees; and
- (i) Obligations under this deed affecting more than one party bind them jointly and each of them severally.

2. Variation to Restriction

2.1 Pearl Street Project and Council agree that the terms of the Restrictions are amended as follows:

(a) **Easement to Drain Water Variable Width numbered 5 in the Plan**

The terms of easement to Drain Water variable width numbered 5 in Section 88B instrument registered with DP1214044 are amended to read:

"As provided by Part 3 of Schedule 8 of the Conveyancing Act 1919 (as amended) together with the following covenant:

The owners for the time being of the lots burdened and the lots benefitted within lots 1 to 50 in DP1214044, but only in respect of that area of the pipeline requiring inspecting, cleansing, repairing, maintaining or renewing that those lots benefit from or are burdened by, must maintain and share the costs of inspecting, cleansing, repairing, maintaining or renewing the pipe and other drainage structures equally or proportionally on an equitable basis and any dispute which cannot be resolved by agreement must be referred to an arbitrator appointed by the President of the Law Society at the request of any owner and the arbitrator's decision shall be final and binding on the parties. Nothing in this clause shall place a maintenance obligation on a lot in respect of the public stormwater

line that drains Pearl Street through lots 39 to 44 (inclusive) in DP121044".

(b) Easement to Drain Water 3 wide numbered 6 In the Plan

The terms of easement to Drain Water 3 wide numbered 6 in Section 88B instrument registered with DP1214044 are amended to read:

"As provided by Part 3 of Schedule 8 of the Conveyancing Act 1919 (as amended) together with the following covenant:

The owners for the time being of the lots burdened and the lots benefitted within lots 1 to 50 in DP1214044, but only in respect of that area of the pipeline requiring inspecting, cleansing, repairing, maintaining or renewing that those lots benefit from or are burdened by, must maintain and share the costs of inspecting, cleansing, repairing, maintaining or renewing the pipe and other drainage structures equally or proportionally on an equitable basis and any dispute which cannot be resolved by agreement must be referred to an arbitrator appointed by the President of the Law Society at the request of any owner and the arbitrator's decision shall be final and binding on the parties".

2.2 Promptly after the date of this Deed Pearl Street Project must lodge a Real Property Act form of Variation or Modification of Restriction on the Use of the Land at the Department of Land and Property Information NSW in order to have the effect of this Deed recorded on the Register.

3. Amendment

An amendment or variation to this deed is not effective unless it is in writing and signed by all the parties.

4. Counterparts

This deed may be executed in any number of counterparts each of which will be an original but such counterparts together will constitute one and the same instrument and the date of the deed will be the date on which it is executed by the last party.

Execution page

EXECUTED AS A DEED

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


Signature of Witness

MICK DENNY


Name of Witness


TUMBULGUM ROAD, MURWILLUMBAH, NSW

Address of Witness

2484

Executed by Pearl Street)
Projects Pty Ltd ACN 160 769)
746)


by its duly authorised attorney Andrew Joseph
Costello registered in the Department of
Lands Book: 4680 No: 881


Signature of Witness

Molly Holland
Name of Witness

14/1 Township Dr Burleigh Heads QLD 4220
Address of Witness

Planning Certificate under Section 10.7 (formerly Section 149)

Environmental Planning and Assessment Act, 1979

Land No. 83352

Applicant: Tweed Coast Conveyancing
PO Box 1988
KINGSCLIFF NSW 2487

Certificate No: ePlanCer23/2633
Date of Issue: 05/09/2023
Fee Paid: \$67.00
Receipt No:

Your Reference:

eCustomer Reference: 231589 Marris

Property Description: Lot 41 DP 1214044; No. 7 Spoonbill Lane KINGSCLIFF

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

ITEM 1

Names of relevant planning instruments and development control plans

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

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

Item 1(1)

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

Tweed Shire LEP 2014

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

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

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

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

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

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

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

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

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

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

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

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

State Environmental Planning Policy No. 65 - Design Quality of Residential Flat Development

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

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

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

State Environmental Planning Policy (Planning Systems) 2021

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 B4 - West Kingscliff

Section B9 - Tweed Coast Strategy

Section B26 - Kingscliff Locality Plan

ITEM 2

Zoning and land use under relevant planning instruments

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

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

Item 2(a-c)

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

Zone 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 7 - West Kingscliff

Section 94 Plan No 11 - Tweed Shire Library Facilities

Section 94 Plan No 12 - Bus Shelters

Section 94 Plan No 13 - Eviron Cemetery

Section 94 Plan No 15 - Developer Contributions for Community Facilities

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

Section 94 Plan No 22 - Cycleways

Section 94 Plan No 26 - Shirewide/Regional Open Space

Section 94 Plan No 32 - Developer Contributions for Heavy Haulage

ITEM 4

Complying Development

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

Part 3 Housing Code

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

- * land identified on an Acid Sulfate Soils Map as being Class 1 or Class 2

Part 3A Rural Housing Code

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

- * land identified on an Acid Sulfate Soils Map as being Class 1 or Class 2

Part 3B Low Rise Housing Diversity Code

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

- * land identified on an Acid Sulfate Soils Map as being Class 1 or Class 2

Part 3C Greenfield Housing Code

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

- * land identified on an Acid Sulfate Soils Map as being Class 1 or Class 2

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.

Qualifying Statement on Council Data Affecting this Item

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

ITEM 5

Exempt Development

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

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

Qualifying Statement on Council Data Affecting this Item

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

ITEM 6

Affected building notices and building product rectification orders

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

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

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

Item (1)(a-c)

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

ITEM 7

Land reserved for acquisition:

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

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

ITEM 8

Road Widening and Road Realignment:

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

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

Item 8(a-c)

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

ITEM 9

Flood related development controls

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

Item 9(1-3)

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

Floodplain Risk Management Study

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

- (2) The land or part of the land is not affected by the probable maximum flood.

ITEM 10

Council and other public authority policies on hazard risk restrictions

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

Land Slip:

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

Bushfire:

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

Tidal Inundation:

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

Subsidence:

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

Acid Sulfate Soils:

The subject land is identified as Class 2 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 does not apply to the land.

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

Item (3)

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

Prescribed matters in accordance with the Contaminated Land Management Act 1997

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

- (a) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act – if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,
- (b) that the land to which the certificate relates is subject to a management order within the meaning of that Act – if it is subject to such an order at the date when the certificate is issued,

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

(a) Significantly Contaminated Land

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

(b) Management Order

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

(c) Approved Voluntary Management Proposal

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

(d) Ongoing Maintenance Order

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

(e) Site Audit Statement

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

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

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

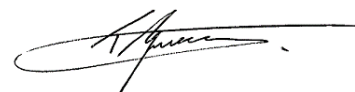
When information pursuant to Section 10.7(5) is requested, the Council is under no obligation to furnish any particular information pursuant to that Section. The absence of any reference to any matters affecting the land shall not imply that the land is not affected by any matter not referred to in this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

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

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

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

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



TROY GREEN
GENERAL MANAGER

Per

Council Reference: DD18/0477
Your Reference: small 180566



TWEED
SHIRE COUNCIL

21 March 2018

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

Tweed Coast Conveyancing
PO Box 1988
KINGSCLIFF NSW 2487

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

Fax (02) 6670 2429
PO Box 816
Murwillumbah NSW 2484

Please address all communications
to the General Manager

ABN: 90 178 732 496

Email – admin@tweedcoastconveyancing.com.au

Dear Sir/Madam

Sewer Diagram
Lot 39 DP 1214044; No. 11 Spoonbill Lane KINGSCLIFF

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

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

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

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

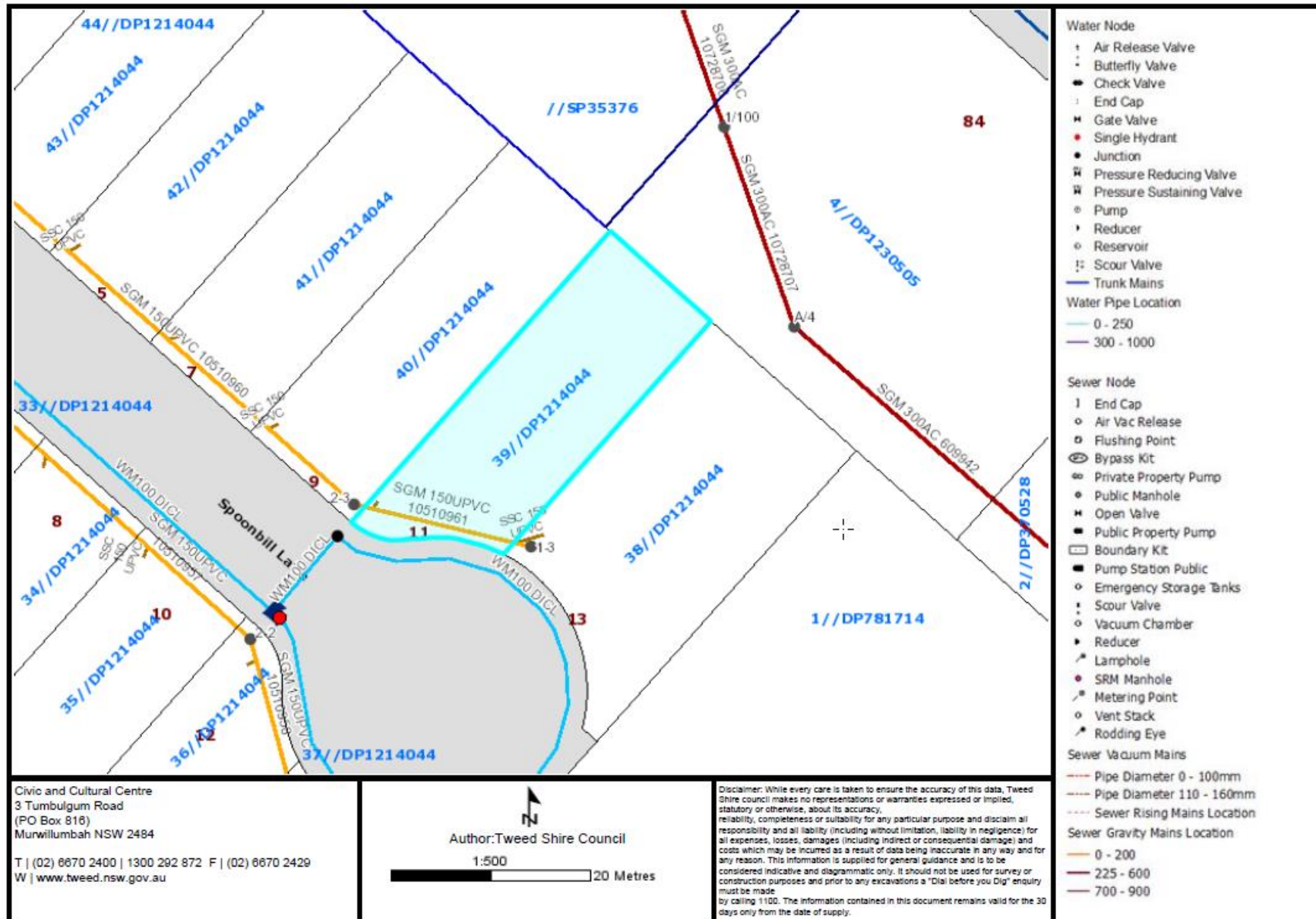
Yours faithfully

A handwritten signature in black ink, appearing to read 'D. McNicoll'.

David McNicoll
MANAGER BUILDING AND ENVIRONMENTAL HEALTH

Enclosure

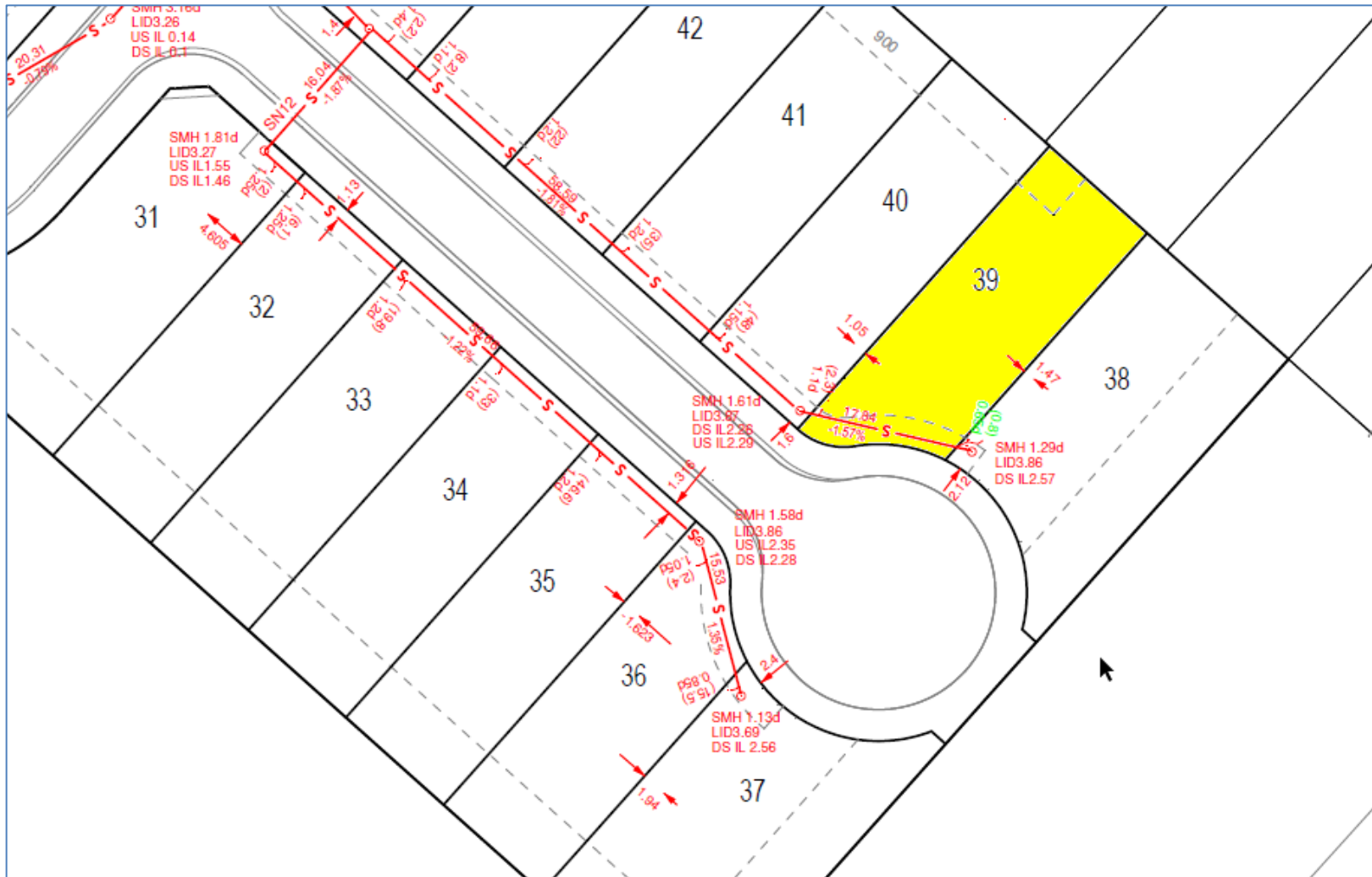
SEWER AND WATER RETICULATED NETWORK



Civic and Cultural Centre
3 Tumbulgum Road
(PO Box 818)
Murwillumbah NSW 2484
T | (02) 6670 2400 | 1300 292 872 F | (02) 6670 2429
W | www.tweed.nsw.gov.au



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



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

Summary Works as Executed
Plan of Sewer **S1 Rev 3**