

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	LS PROPERTIES PTY LTD SHOP 13, 2-6 PANDANUS PARADE CABARITA BEACH NSW 2488	Phone: 0408 337 122 Fax: Ref:
co-agent		
vendor		
vendor's solicitor	Icon Legal Unit 5, 1 Sands Street, Tweed Heads NSW 2485 PO BOX 284, Tweed Heads NSW 2485 Email: enquire@iconlegal.com.au	Phone: 1300 007 010 Fax: 1300 007 011 Ref: LMM:2023/3453
date for completion	42nd day after the contract date (clause 15)	
land (address, plan details and title reference)	39 Black Wattle Circuit, Casuarina NSW 2487	
	Folio Identifier 79/1264557	
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies	
improvements	<input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

Choices

Vendor agrees to accept a **deposit-bond**

NO yes

Nominated Electronic Lodgement Network (ELN) (clause 4):

Manual transaction (clause 30)

NO yes

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

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

Land tax is adjustable

NO yes

GST: Taxable supply

NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply

NO yes

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

- not made in the course or furtherance of an enterprise that the vendor carries on section 9-5(b))
- by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))
- GST-free because the sale is the supply of a going concern under section 38-325
- GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O
- input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

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

NO yes (if yes, vendor must provide details)

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land	<input type="checkbox"/> 33 property certificate for strata common property
<input checked="" type="checkbox"/> 2 plan of the land	<input type="checkbox"/> 34 plan creating strata common property
<input type="checkbox"/> 3 unregistered plan of the land	<input type="checkbox"/> 35 strata by-laws
<input type="checkbox"/> 4 plan of land to be subdivided	<input type="checkbox"/> 36 strata development contract or statement
<input type="checkbox"/> 5 document to be lodged with a relevant plan	<input type="checkbox"/> 37 strata management statement
<input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979	<input type="checkbox"/> 38 strata renewal proposal
<input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)	<input type="checkbox"/> 39 strata renewal plan
<input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)	<input type="checkbox"/> 40 leasehold strata - lease of lot and common property
<input checked="" 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 checked="" 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 checked="" 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 checked="" type="checkbox"/> 60
<input type="checkbox"/> 28 certificate of compliance	
<input checked="" 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:

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

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

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

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

39 BLACK WATTLE CCT, CASUARINA 2487

ANNEXURE TO AGREEMENT FOR SALE OF LAND

Property: 39 Black Wattle Circuit, Casuarina NSW 2487 being lot 79 in DP 1264557

33. AMENDMENTS TO THE PRINTED CLAUSES OF THE CONTRACT

The following printed clauses of the contract are amended as follows:

- (a) The words '21 days' in clauses 29.7.3 and 29.8.3 are deleted and replaced with '14 days'; and
- (b) The word '5%' in clause 7.1.1 is deleted and replaced with '\$500'.

34. NO WARRANTY ON FURNISHINGS AND CHATTELS

The Purchaser hereby acknowledges that any furnishings and chattels included in this sale are used goods and are sold without any warranty as to condition and fitness and the Vendor shall not be liable for any fair wear and tear of any such furnishings and chattels as from the date of this Agreement.

35. PROPERTY AND IMPROVEMENTS

The Purchaser hereby acknowledges that the Purchaser has purchased the property and the improvements thereon in their present physical condition and state of repair and the Purchaser hereby agrees not to make any objections, requisitions or claim for any compensation with respect to the physical condition and state of repair of the property and/or such improvements.

36. DEATH/MENTAL ILLNESS

Without in any manner negating, limiting or restricting any rights or remedies which would have been available to the parties at law or in equity had this clause not been included herein it is agreed that if a party shall die or become mentally ill then the other party may by notice in writing to the other party's solicitor named herein rescind this contract whereupon the provisions of Clause 19 hereof shall apply.

37. NOTICE TO COMPLETE

- (a) In the event that this Contract is not completed by the time stipulated as the Completion Date on the front page of the Contract, either party shall be entitled to issue a Notice to Complete fixing a time for completion which time shall be of the essence of this Contract and such Notice shall be deemed to be sufficient as to time if a period of not less than fourteen (14) days from the date of service of such Notice is allowed for completion.
- (b) The party serving the Notice reserves the right to withdraw the notice and/or issue further notices to complete.
- (c) Should the Vendor issue a notice to complete, then in addition to any other moneys payable in accordance with the terms of this Contract, the Purchaser shall also pay to

the Vendor the amount of \$440 being the Vendor's agreed legal costs in relation to the issue of such notice.

38. INTEREST

In the event that completion does not take place on the Completion Date stipulated on the front page of the Contract due solely to the Purchaser's fault, the Purchaser shall pay interest on the balance of purchase monies to the Vendor on actual completion at the rate of 10% per annum from and including the said Completion Date up to and including the date of actual completion.

The Purchaser may not require the Vendor to complete this contract unless interest payable under this contract is paid to the Vendor on completion. It is an essential term of the contract that the interest due is paid on completion. Interest payable pursuant to this condition is a genuine pre-estimate of the Vendor's loss as a result of the Purchaser's failure to complete on or before the date for completion.

39. GUARANTEE AND INDEMNITY

- (a) If the Purchaser is a corporation it is an essential term of this Contract that the directors of the Purchaser (the '**Guarantors**') by executing this Contract as officers of the Purchaser jointly and severally guarantee to the Vendor the due and punctual performance and observance by the Purchaser of its obligations under this Contract and indemnify the Vendor against all losses, damages, liabilities, costs and expenses accruing to the Vendor resulting or arising from any failure by the Purchaser to perform or observe any of the obligation on its part to be performed and observed.
- (b) This Guarantee and Indemnity is a contributing obligation and cannot be abrogated, prejudiced or discharged by any waiver by the Vendor or by any other matter. Any rescission or termination will not waive the obligations arising under this clause.
- (c) This Guarantee and Indemnity is a principal obligation between the Guarantors and the Vendor.

40. INDEMNITY BY PURCHASER REGARDING COMMISSION BY OTHER AGENTS

The Purchaser warrants to the Vendor that it was not introduced to the property by any agent other than the agent referred to herein. The Purchaser agrees to indemnify and keep indemnified the Vendor against any claim for commission by any agent other than the agent referred to herein arising out of breach of this warranty. This condition shall not merge on completion.

41. PURCHASERS WARRANTIES

The Purchaser warrants that the Purchaser has:

- (a) Not relied on or been induced to enter into this contract by any representation or warranty, including those concerning the potential or present use or development of the property (made by the Vendor, its agent or solicitor);
- (b) Relied entirely on its own independent investigations and enquiries about the property in entering into this contract; and
- (c) Obtained its own independent professional advice on the nature of the property and its permitted uses and the Purchaser's rights and obligations under this contract.

42. ELECTRONIC EXCHANGE

- (a) This contract may be executed in any number of counterparts and all the counterparts together shall make one instrument.
- (b) This contract may be validly created and exchanged by counterparts with each party's executed counterpart contract being sent electronically and the parties agree that they will not make any requisition, objection, claim for compensation or delay completion due to the manner of execution of this contract.

43. ERROR IN ADJUSTMENTS

Each party agrees that if on completion any adjustment made (or allowed to be made) under this Contract is overlooked or incorrectly calculated, then either party upon being requested by the other party must immediately make the correct calculation and pay any such amount outstanding. This clause will not merge on settlement.

44. FOREIGN ACQUISITIONS AND TAKEOVER ACT 2015

In respect of the *Foreign Acquisitions and Takeovers Act 2015 (FAT Act)*, the Purchaser warrants that:

- (a) The Purchaser is not subject to the FAT Act; and
- (b) Should the Purchaser be subject to the FAT Act, then in entering into this Contract the Purchaser is not in breach of the FAT Act and the Purchaser hereby indemnifies and forever holds the Vendor indemnified for loss suffered by the Vendor by reason of a breach of this warranty.

45. Requisitions

For the purchases of Clause 5.1, 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

From: Icon Legal

To:

Vendor:

Purchaser:

Property: 39 Black Wattle Circuit, Casuarina 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 (Answered in blue):

1. Are there any restrictions on the right of the registered proprietor to convey to the purchaser the property and inclusions free of encumbrances and with vacant possession? [Not so far as the Vendor is aware.](#)
2. Are there any encroachments by or upon the property? [Not 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 as 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? [Not so far as the Vendor is aware.](#)

SECTION 66W CERTIFICATE

I, _____ of _____ certify as follows:

1. I am a _____ currently admitted to practice in New South Wales;
2. I am giving this certificate in accordance with section 66W of the *Conveyancing Act 1919* with reference to a contract for the sale of property at 39 Black Wattle Circuit, Casuarina NSW 2487, from Sandra Lee Papas to _____ in order that there is no cooling off period in relation to that contract;
3. I do not act for Sandra Lee Papas and I am not employed in the legal practice of a solicitor acting for Sandra Lee Papas nor am I a member or employee of a firm of which a solicitor acting for Sandra Lee Papas is a member or employee; and
4. I have explained to :
 - (a) The effect if the contract for the purchase of the property;
 - (b) The nature of this certificate; and
 - (c) The effect of giving this certificate to the Vendor, being that there is no cooling off period in relation to the contract.

Dated: _____



FOLIO: 79/1264557

SEARCH DATE	TIME	EDITION NO	DATE
30/11/2023	9:34 AM	2	23/3/2021

LAND

LOT 79 IN DEPOSITED PLAN 1264557
 AT CASUARINA
 LOCAL GOVERNMENT AREA TWEED
 PARISH OF CUDGEN COUNTY OF ROUS
 TITLE DIAGRAM DP1264557

FIRST SCHEDULE

(T AQ899039)

SECOND SCHEDULE (14 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 DP1048494 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (3) IN THE S.88B INSTRUMENT
- 3 DP1048494 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (4) IN THE S.88B INSTRUMENT
- 4 DP1048494 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (5) IN THE S.88B INSTRUMENT
- 5 DP1048494 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (6) IN THE S.88B INSTRUMENT
- 6 DP1048494 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (7) IN THE S.88B INSTRUMENT
- 7 DP1264557 EASEMENT TO DRAIN WATER 3 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 8 DP1264557 EASEMENT TO DRAIN WATER 3 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 9 DP1264557 EASEMENT TO DRAIN WATER VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 10 DP1264557 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (9) IN THE S.88B INSTRUMENT
- 11 DP1264557 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (10) IN THE S.88B INSTRUMENT
- 12 DP1264557 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (12) IN THE S.88B INSTRUMENT
- 13 DP1264557 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (14) IN THE S.88B INSTRUMENT
- 14 AQ899040 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

END OF PAGE 1 - CONTINUED OVER

Pending

PRINTED ON 30/11/2023

FOLIO: 79/1264557

PAGE 2

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Pending

PRINTED ON 30/11/2023

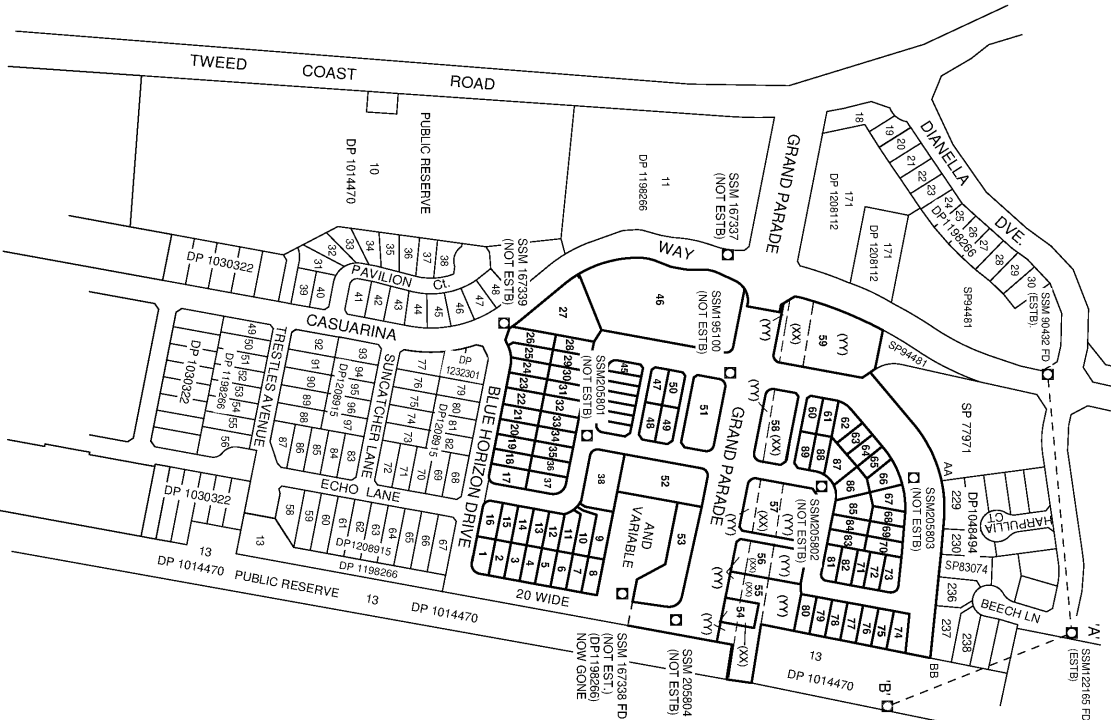
* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this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



COORDINATE SCHEDULE						
MARK	MGA CO ORDINATES	CLASS	PU	LU	METHOD	STATE
SSM 90432	556073.786	C	N/A	N/A	FROM SCIMS	FOUND
SSM 122165	556266.925	A	0.02	0.03	FROM SCIMS	FOUND
PM 124113	689700.5389	C	N/A	N/A	FROM SCIMS	FOUND
SSM 167337	555975	U	N/A	N/A	FROM SCIMS	FOUND
SSM 167338	556255	U	N/A	N/A	FROM SCIMS	FOUND
SSM 167339	556033	U	N/A	N/A	FROM SCIMS	FOUND
SSM 195100	556056.4	U	N/A	N/A	CADASTRAL TRAV	PLACED
SSM 205901	556125.8	U	N/A	N/A	CADASTRAL TRAV	PLACED
SSM 205902	556156.6	U	N/A	N/A	CADASTRAL TRAV	PLACED
SSM 205903	556150	U	N/A	N/A	CADASTRAL TRAV	PLACED
SSM 205904	556281.7	U	N/A	N/A	CADASTRAL TRAV	PLACED

DATE OF SCIMS COORDINATES: 29-06-2020
 MGA ZONE: 56
 MGA DATUM: GDA2020
 COMBINED SCALE FACTOR: 0.999832

- SSM 122165 - PM 124113 (A - B)
- 157-32-27 - 158,385 MGA GROUND
- 157-32-27 - 158,397 SURVEY
- SSM 122165 - SSM 90432
- 264-54-05 - 214,064 MGA GROUND
- 264-54-24 - 214,06 SURVEY
- SSM 90432 - SSM 167337
- 207-19-03 - 27,269
- SSM 167337 - SSM 195100
- 87-22-16 - 91,347
- SSM 167337 - SSM 167339
- 161-50-40 - 185,3
- SSM 167339 - SSM 205901
- 57-40-56 - 110,01
- SSM 167339 - SSM 167338
- 67-23-05 - 240,29
- SSM 205901 - SSM 205904
- 62-36-35 - 175,649
- SSM 195100 - SSM 205903
- 32-49-27 - 172,887
- SSM 205903 - SSM 205902
- 17-42-41 - 68,194
- SSM 205902 - SSM 205904
- 135-43-28 - 164,88
- SSM 205904 - SSM 195100
- 280-41-03 - 219,22
- SSM 90432 TO CNR AA
- 133-47-14 - 121,447
- PM 124113 TO CNR BB
- 310-53-09 - 52,585



MARK	AND VALUE	CLASS	ORDER	HEIGHT DATUM VALIDATION	STATE
SSM 90432	11.727	LD		FROM SCIMS - DATUM VALIDATION	FOUND
SSM 122165	6.515	LD		FROM SCIMS - DATUM VALIDATION	PLACED
SSM 195100	8.743	LB		N/A	PLACED
SSM 205903	7.187	LB		N/A	PLACED
SSM 205902	8.469	LB		N/A	PLACED
SSM 205901	7.785	LB		N/A	PLACED
SSM 205904	7.802	LB		N/A	PLACED

DATE OF SCIMS AND VALUES: 29-06-2020

HEIGHT DIFFERENCE SCHEDULE			
FROM	TO	HEIGHT DIFFERENCE	METHOD
SSM 122165	SSM 90432	+5.215	DIFFERENTIAL LEVELLING
SSM 90432	SSM 195100	-2.984	DIFFERENTIAL LEVELLING
SSM 195100	SSM 205903	-1.556	DIFFERENTIAL LEVELLING
SSM 205903	SSM 205902	+1.282	DIFFERENTIAL LEVELLING
SSM 205902	SSM 205901	-0.684	DIFFERENTIAL LEVELLING
SSM 205901	SSM 205904	-0.183	DIFFERENTIAL LEVELLING
SSM 205904	SSM 195100	+1.143	DIFFERENTIAL LEVELLING
SSM 205904	SSM 122165	-1.109	DIFFERENTIAL LEVELLING

(X) LAND EXCLUDES MINERALS (S 171 CROWN LANDS ACT 1989)
 (X) LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS - SEE CROWN GRANTS
 - RESTRICTIONS ON THE USE OF LAND NO. 3, 4, 5, 6 AND 7 (DP104849)

Surveyor: ANTHONY JOHN DENNY
 Date of Survey: 3/7/2020
 Surveys Ref: 13054

PLAN OF SUBDIVISION
 OF LOT 15 DP 1198266

LGA: TWEED
 Locality: CASUARINA
 Subdivision No.: SC 20/0031
 Lengths are in metres. Reduction Ratio 1:3000

Registered
 26/02/2021

DP1264557

SCHEDULE OF SHORT LINES
 (REFERENCE TO SHEET 2 ONLY)

Number	Bearing	Distance
1	192°58'10"	28.63
2	144°54'	4.72
3	225°21'20"	3.9
4	214°01'15"	3.9
5	202°41'15"	3.9
6	145°46'05"	3.535
7	89°15'15"	26.04
8	9°53'40"	4.3
9	233°46'05"	3.535
10	147°46'35"	10.375
11	147°46'35"	2.515
12	280°24'30"	6.215
13	100°46'05"	1.4
14	105°48'15"	26.015
15	231°01'20"	0.87
16	190°46'05"	5.095
17		
18		
19	325°46'05"	4
20	233°46'05"	4
21	85°52'05"	8.15
22	55°46'05"	4.95
23	325°46'05"	4.95
24	55°46'05"	3.89
25	145°46'05"	3.89



SCHEDULE OF REFERENCE MARKS PLACED
 (REFERENCE TO SHEET 2 ONLY)

No.	BEARING	DISTANCE	TYPE
RM1	276°00'12"	16.912	DH&W
RM2	272°09'57"	11.231	DH&W
RM3	104°33'40"	11.069	DH&W
RM4	117°15'45"	3.490	DH&W
RM5	138°28'05"	11.110	DH&W
RM6	124°13'59"	3.519	DH&W
RM7	182°49'30"	11.107	DH&W
RM8	182°41'45"	3.369	DH&W
RM9	184°52'43"	11.118	DH&W
RM10	188°36'46"	3.358	DH&W
RM11	45°55'57"	19.978	DH&W
RM12	74°50'16"	9.730	DH&W
RM13	9°28'39"	11.033	DH&W
RM14	10°30'40"	3.286	DH&W
RM15	145°35'31"	17.920	DH&W
RM16	135°21'04"	9.148	DH&W
RM17	6°01'24"	11.242	DH&W
RM18	8°34'46"	3.230	DH&W
RM19	177°10'09"	16.923	SSM1025802
RM20	284°30'46"	11.146	DH&W
RM21	293°19'56"	3.441	DH&W
RM22	5°37'06"	22.566	DH&W
RM23	14°13'40"	8.189	DH&W
RM24	343°31'57"	10.460	DH&W
RM25	6°57'05"	22.201	DH&W
RM26	7°37'26"	23.743	DH&W
RM27	8°26'15"	8.515	DH&W
RM28	102°11'48"	11.119	DH&W
RM29	102°33'37"	3.295	DH&W
RM30	132°54'47"	15.450	SSM195100
RM31	3°24'06"	24.060	DH&W
RM32	41°23'31"	8.071	DH&W
RM33	32°31'03"	13.292	DH&W
RM34	17°55'34"	14.009	DH&W

SCHEDULE OF CURVED BOUNDARIES
 (REFERENCE TO SHEET 2 ONLY)

Number	Chord Bearing	Chord Distance	Arc Length	Radius
53	168°50'00"	20.665	20.675	25.000
54	202°22'30"	71.180	71.239	307.760
55	133°53'40"	2.184	2.185	19.750
56	55°46'05"	8.485	9.405	6.000
57	145°46'05"	8.485	9.405	6.000
58	80°06'55"	12.955	13.231	18.000
59	42°14'02"	10.419	10.571	18.000
60	239°46'05"	12.021	13.582	8.50
61	340°11'37"	12.141	12.622	13.000
62	40°06'40"	13.620	14.571	13.000
63	86°24'45"	31.820	31.830	110.700
64	64°36'00"	51.970	52.459	110.700
65	93°27'48"	3.300	3.300	79.700
66	84°02'25"	22.838	22.917	79.700
67	67°36'45"	22.710	22.787	79.700
68	323°13'36"	8.853	9.957	6.000
69	233°13'19"	11.674	11.844	79.700
70	266°01'13"	12.498	12.700	20.500
71	229°45'01"	11.823	11.823	20.500
72	54°48'34"	6.859	7.473	5.252
73	201°29'53"	7.633	7.678	20.500
74	55°46'05"	8.485	9.425	6.000
75	145°46'05"	8.485	9.425	6.000
76	19°14'55"	35.231	35.251	300
77	23°01'17"	4.257	4.257	300
78	25°48'05"	39.102	39.042	330.795

SHEET 3 ADJOINS

Surveyor: ANTHONY JOHN DENNY
 Date of Survey: 3/7/2020
 Surveyors Ref: 13054

PLAN OF SUBDIVISION
 OF LOT 15 DP1198266

Locality: CASUARINA
 Subdivision No.: SC 20/0031

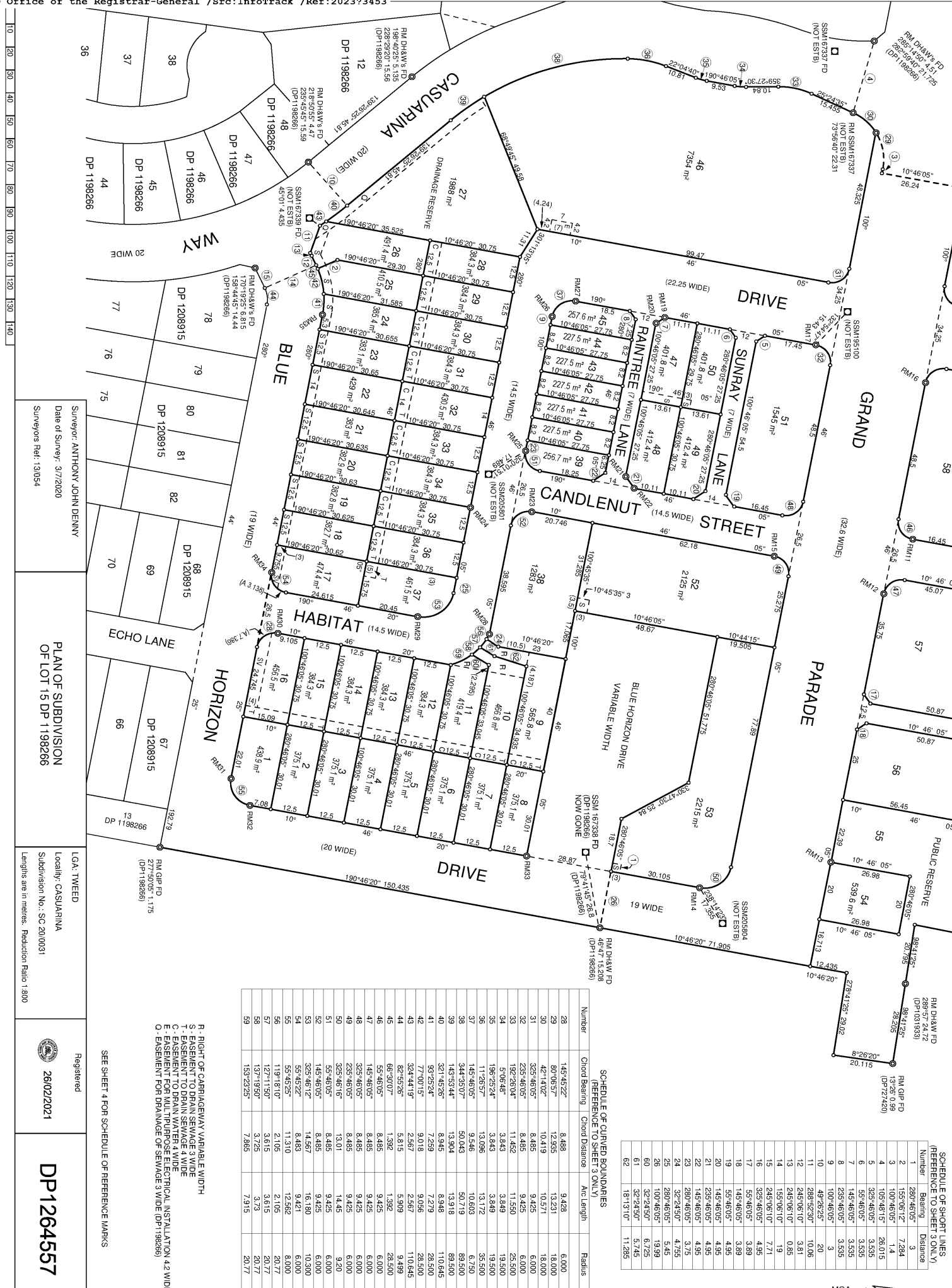
Registered
 26/02/2021

DP1264557

Lengths are in metres. Reduction Ratio 1:800

Registered
 26/02/2021

DP1264557



SCHEDULE OF SHORT LINES
 (REFERENCE TO SHEET 3 ONLY)

Number	Bearing	Distance
1	280°46'05"	3
2	185°06'17"	7.284
3	100°46'05"	1.000
4	105°48'15"	26.015
5	325°46'05"	3.335
6	345°46'05"	3.335
7	145°46'05"	3.335
8	225°46'05"	3.335
9	100°46'05"	20
10	49°25'25"	3
11	288°52'30"	10.06
12	245°06'10"	3.81
13	245°06'10"	0.85
14	155°06'10"	19
15	325°46'05"	7.71
16	325°46'05"	4.95
17	55°46'05"	3.89
18	145°46'05"	3.89
19	55°46'05"	4.95
20	145°46'05"	4.95
21	255°46'05"	4.95
22	145°46'05"	4.95
23	280°46'05"	3.75
24	32°24'50"	4.75
25	280°46'05"	5.45
26	100°46'05"	19.99
60	32°24'50"	6.725
61	32°24'50"	5.745
62	181°13'10"	11.285

SCHEDULE OF CURVED BOUNDARIES
 (REFERENCE TO SHEET 3 ONLY)

Number	Chord Bearing	Chord Distance	Arc Length	Radius
28	145°45'22"	8.488	9.428	6.000
29	80°06'52"	12.835	13.231	18.000
30	42°14'02"	10.419	10.571	18.000
31	325°46'05"	8.485	9.425	6.000
32	255°46'05"	8.485	9.425	6.000
33	192°25'04"	11.452	11.550	25.500
34	5°06'48"	3.843	3.849	19.500
35	196°25'24"	3.843	3.849	19.500
36	11°28'57"	19.096	19.172	35.500
37	145°46'05"	9.546	10.603	6.500
38	344°50'07"	50.742	50.719	89.500
39	145°33'14"	13.944	13.918	89.500
40	321°45'38"	8.345	8.346	110.045
41	53°23'24"	7.239	7.279	28.500
42	77°00'15"	9.018	9.056	28.500
43	324°41'19"	2.567	2.567	110.645
44	82°55'26"	5.815	5.909	9.999
45	66°30'07"	1.392	1.392	28.500
46	55°46'05"	8.485	9.425	6.000
47	325°46'05"	8.485	9.425	6.000
48	325°46'05"	8.485	9.425	6.000
49	235°46'16"	13.01	14.45	9.20
50	325°46'16"	8.485	9.425	6.000
51	55°46'05"	8.485	9.425	6.000
52	145°46'05"	8.485	9.425	6.000
53	325°46'12"	14.567	16.180	10.500
54	55°46'22"	8.483	9.421	6.000
55	55°46'25"	11.510	12.562	8.000
56	119°18'10"	2.105	2.105	20.77
57	127°11'30"	3.615	3.615	20.77
58	137°19'30"	3.725	3.725	20.77
59	153°23'25"	7.865	7.915	20.77

R. RIGHT OF CARRIAGEWAY VARIABLE WIDTH
 S. EASEMENT TO DRAIN SEWAGE 3 WIDE
 T. EASEMENT TO DRAIN WATER 4 WIDE
 C. EASEMENT TO DRAIN WATER 4 WIDE
 E. EASEMENT FOR MULTIPURPOSE ELECTRICAL INSTALLATION 4.2 WIDE
 O. EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE (DP1198286)

SEE SHEET 4 FOR SCHEDULE OF REFERENCE MARKS

Surveyor: ANTHONY JOHN DENNY
 Date of Survey: 3/7/2020
 Surveyors Ref: 13054

PLAN OF SUBDIVISION
 OF LOT 15 DP 1198286

LGA: TWEED
 Locality: CASUARINA
 Subdivision No.: SC 20/0031
 Lengths are in metres. Reduction Ratio 1:800

Registered
 26/02/2021
 DP1264557

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

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

SCHEDULE OF REFERENCE MARKS PLACED


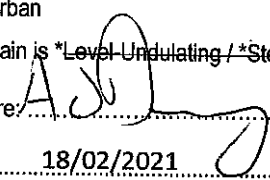
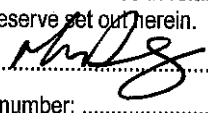
No.	BEARING	DISTANCE	TYPE	No.	BEARING	DISTANCE	TYPE
RM1	276°00'12"	18.912	DH&W	RM23	99°04'09"	11.107	DH&W
RM1	272°09'57"	11.231	DH&W	RM23	98°44'31"	3.220	DH&W
RM1	284°30'46"	11.146	DH&W	RM24	200°30'02"	11.589	DH&W
RM1	293°19'56"	3.441	DH&W	RM24	192°01'58"	3.393	DH&W
RM12	5°37'06"	23.566	DH&W	RM25	6°43'46"	11.040	DH&W
RM12	14°13'40"	8.189	DH&W	RM25	4°39'13"	3.241	DH&W
RM13	343°31'57"	10.460	DH&W	RM25	320°01'51"	17.489	SSM205801
RM13	6°57'03"	23.201	DH&W	RM26	1°56'23"	11.119	DH&W
RM13	278°22'25"	10.584	DH&W	RM26	35°31'52"	3.684	DH&W
RM14	279°11'55"	3.363	DH&W	RM27	92°28'00"	11.166	DH&W
RM14	288°14'23"	17.395	SSM205804	RM27	74°06'10"	3.661	DH&W
RM15	102°08'46"	11.026	DH&W	RM28	47°56'58"	14.338	DH&W
RM15	104°03'57"	3.390	DH&W	RM28	32°55'30"	5.135	DH&W
RM16	7°37'28"	23.743	DH&W	RM29	279°51'13"	11.096	DH&W
RM16	8°28'15"	8.515	DH&W	RM29	277°24'17"	3.223	DH&W
RM17	102°11'48"	11.119	DH&W	RM30	97°24'54"	11.071	DH&W
RM17	102°33'37"	3.295	DH&W	RM30	89°44'05"	3.347	DH&W
RM17	132°54'47"	15.430	SSM195100	RM31	0°59'44"	12.016	DH&W
RM19	100°23'34"	11.050	DH&W	RM31	346°23'19"	4.456	DH&W
RM19	121°39'38"	3.428	DH&W	RM32	272°39'39"	10.646	DH&W
RM20	10°46'54"	6.375	DH&W	RM32	307°40'20"	3.435	DH&W
RM20	3°03'52"	0.482	DH&W	RM33	253°35'20"	11.890	DH&W
RM21	10°48'15"	6.350	DH&W	RM33	266°22'27"	3.464	DH&W
RM21	11°48'07"	0.504	DH&W	RM34	11°02'59"	14.488	DH&W
RM22	280°18'02"	11.098	DH&W	RM34	10°43'01"	4.834	DH&W
RM22	282°52'56"	3.561	DH&W	RM35	19°48'41"	12.394	DH&W
				RM35	29°22'10"	5.255	DH&W

Surveyor: ANTHONY JOHN DENNY
 Date of Survey: 3/7/2020
 Surveyors Ref: 13054

PLAN OF SUBDIVISION
 OF LOT 15 DP 1198286

LGA: TWEED
 Locality: CASUARINA
 Subdivision No.: SC 20/0021
 Lengths are in metres. Reduction Ratio

Registered
 26/02/2021
 DP1264557

PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 6 sheet(s)
<p>Registered:  26/02/2021</p> <p>Title System: TORRENS</p>	<p>Office Use Only</p> <p style="text-align: center; font-size: 2em;">DP1264557</p>	<p>Office Use Only</p>
<p>PLAN OF SUBDIVISION OF LOT 15 DP 1198266</p>	<p>LGA: TWEED Locality: CASUARINA Parish: CUDGEN County: ROUS</p>	
<p style="text-align: center;">Survey Certificate</p> <p>I, <u>ANTHONY JOHN DENNY</u> of <u>NEWTON DENNY CHAPELLE</u> a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on <u>3/7/2020</u>, or</p> <p>*(b) The part of the land shown in the plan ("being/excluding") was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on, the part not surveyed was compiled in accordance with that Regulation, or</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line: 'A' - 'B'</p> <p>Type: Urban</p> <p>The terrain is *Level Undulating / *Steep Mountainous.</p> <p>Signature:  Electronic signature affixed by Anthony Denny on 18/2/2021</p> <p>Dated: <u>18/02/2021</u></p> <p>Surveyor Identification No: <u>917</u> Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>*Strike out inappropriate words.</p> <p>**Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature: Date: File Number: Office:</p>	
<p>Plans used in the preparation of survey/compilation:</p> <p>DP 1048494 DP 1198266 DP 1208112</p> <p style="text-align: center;">If space is insufficient continue on PLAN FORM 6A</p>	<p style="text-align: center;">Subdivision Certificate</p> <p>I, <u>MICK DENNY</u> *Authorised Person/*General Manager/*Registered Certifier, certify that the provisions of s.6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature:  Accreditation number: Consent Authority: <u>Tweed Shire Council</u> Date of endorsement: <u>18/2/2021</u> Subdivision Certificate number: <u>SC2010031</u> File number:</p> <p>*Strike through if inapplicable.</p>	<p>Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.</p> <p>IT IS INTENDED TO DEDICATE BLACK WATTLE CIRCUIT, COWRIE LANE, SEASWELL LANE, SUNRAY LANE, RAINTREE LANE, CANDLENUT STREET, HABITAT DRIVE, GRAND PARADE AND THE EXTENSION OF BLUE HORIZON DRIVE TO THE PUBLIC AS PUBLIC ROAD. IT IS INTENDED TO CREATE LOT 55 AS A PUBLIC RESERVE. IT IS INTENDED TO CREATE LOT 27 AS A DRAINAGE RESERVE</p>
<p>Surveyor's Reference: <u>13/054</u></p>	<p style="text-align: center;">Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	

PLAN FORM 6A (2017)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 6 sheet(s)

Office Use Only

Office Use Only

Registered:  26/02/2021

PLAN OF SUBDIVISION OF
LOT 15 DP1198266

DP1264557

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- 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: SC2010031

Date of Endorsement: 18/2/2021

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

1. EASEMENT TO DRAIN SEWAGE 3 WIDE (S)
2. EASEMENT TO DRAIN SEWAGE 4 WIDE (T)
3. EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH (SV)
4. EASEMENT TO DRAIN WATER 3 WIDE (D)
5. EASEMENT TO DRAIN WATER 4 WIDE (C)
6. EASEMENT TO DRAIN WATER VARIABLE WIDTH (B)
7. EASEMENT FOR MULTIPURPOSE ELECTRICAL INSTALLATION 4.2 WIDE (E)
8. RIGHT OF CARRIAGEWAY VARIABLE WIDTH (R)
9. RESTRICTIONS ON USE OF LAND
10. RESTRICTIONS ON USE OF LAND
11. RESTRICTIONS ON USE OF LAND
12. RESTRICTIONS ON USE OF LAND
13. RESTRICTION ON THE USE OF LAND (MS)
14. RESTRICTIONS ON THE USE OF LAND

TO RELEASE:

1. PART OF EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE (Q) (DP1198266)
2. EASEMENT FOR DRAINAGE OF WATER 3 WIDE (R) (DP1198266)
3. EASEMENT FOR DRAINAGE OF SEWAGE 36 WIDE (W) (DP1198266)
4. EASEMENT FOR DRAINAGE OF WATER 36 WIDE (X) (DP1198266)
5. RIGHT OF CARRIAGEWAY 36 WIDE (Y) (DP1198266)
6. EASEMENT FOR DRAINAGE OF SEWAGE VARIABLE WIDTH (Z) (DP1198266)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 13/054




PLAN FORM 6A (2017)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 6 sheet(s)

Registered:  26/02/2021 Office Use Only

Office Use Only

DP1264557

PLAN OF SUBDIVISION OF
 LOT 15 DP 1198266

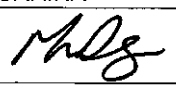
This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- 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: SC20/0031
 Date of Endorsement: 18/2/2021

LOT	SUB ADDRESS	ADDRESS	ROAD NAME	ROAD TYPE	LOCALITY
1		23	BLUE HORIZON	DRIVE	CASUARINA
2		25	BLUE HORIZON	DRIVE	CASUARINA
3		27	BLUE HORIZON	DRIVE	CASUARINA
4		29	BLUE HORIZON	DRIVE	CASUARINA
5		31	BLUE HORIZON	DRIVE	CASUARINA
6		33	BLUE HORIZON	DRIVE	CASUARINA
7		35	BLUE HORIZON	DRIVE	CASUARINA
8		37	BLUE HORIZON	DRIVE	CASUARINA
9		27	HABITAT	DRIVE	CASUARINA
10		29	HABITAT	DRIVE	CASUARINA
11		31	HABITAT	DRIVE	CASUARINA
12		33	HABITAT	DRIVE	CASUARINA
13		35	HABITAT	DRIVE	CASUARINA
14		37	HABITAT	DRIVE	CASUARINA
15		39	HABITAT	DRIVE	CASUARINA
16		41	HABITAT	DRIVE	CASUARINA
17		19	BLUE HORIZON	DRIVE	CASUARINA
18		17	BLUE HORIZON	DRIVE	CASUARINA
19		15	BLUE HORIZON	DRIVE	CASUARINA
20		13	BLUE HORIZON	DRIVE	CASUARINA
21		11	BLUE HORIZON	DRIVE	CASUARINA
22		9	BLUE HORIZON	DRIVE	CASUARINA
23		7	BLUE HORIZON	DRIVE	CASUARINA
24		5	BLUE HORIZON	DRIVE	CASUARINA
25		3	BLUE HORIZON	DRIVE	CASUARINA
26		1	BLUE HORIZON	DRIVE	CASUARINA
27		12	HABITAT	DRIVE	CASUARINA
28		14	HABITAT	DRIVE	CASUARINA

If space is insufficient use additional annexure sheet




Surveyor's Reference: 13/054

PLAN FORM 6A (2017)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 6 sheet(s)

Registered:  26/02/2021 Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF
 LOT 15 DP 1198266

DP1264557

Subdivision Certificate number: SC2010031
 Date of Endorsement: 18/2/2021

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
 - 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.

LOT	SUB ADDRESS	ADDRESS	ROAD NAME	ROAD TYPE	LOCALITY
29		16	HABITAT	DRIVE	CASUARINA
30		18	HABITAT	DRIVE	CASUARINA
31		20	HABITAT	DRIVE	CASUARINA
32		22	HABITAT	DRIVE	CASUARINA
33		24	HABITAT	DRIVE	CASUARINA
34		26	HABITAT	DRIVE	CASUARINA
35		28	HABITAT	DRIVE	CASUARINA
36		30	HABITAT	DRIVE	CASUARINA
37		32	HABITAT	DRIVE	CASUARINA
38		23	HABITAT	DRIVE	CASUARINA
39		21	HABITAT	DRIVE	CASUARINA
40		19	HABITAT	DRIVE	CASUARINA
41		17	HABITAT	DRIVE	CASUARINA
42		15	HABITAT	DRIVE	CASUARINA
43		13	HABITAT	DRIVE	CASUARINA
44		11	HABITAT	DRIVE	CASUARINA
45		9	HABITAT	DRIVE	CASUARINA
46		6	GRAND	PARADE	CASUARINA
47		7	HABITAT	DRIVE	CASUARINA
48		8	CANDLENUT	STREET	CASUARINA
49		6	CANDLENUT	STREET	CASUARINA
50		5	HABITAT	DRIVE	CASUARINA
51		10	GRAND	PARADE	CASUARINA
52		14	GRAND	PARADE	CASUARINA
53		16	GRAND	PARADE	CASUARINA
54		25	GRAND	PARADE	CASUARINA
55		21	GRAND	PARADE	CASUARINA
56		17	GRAND	PARADE	CASUARINA

If space is insufficient use additional annexure sheet




Surveyor's Reference: 13/054

PLAN FORM 6A (2017)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 6 sheet(s)

Registered:  26/02/2021 Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF
 LOT 15 DP 1198266

DP1264557

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
 - 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: SC20/0031
 Date of Endorsement: 18/2/2021

LOT	SUB ADDRESS	ADDRESS	ROAD NAME	ROAD TYPE	LOCALITY
57		13	GRAND	PARADE	CASUARINA
58		9	GRAND	PARADE	CASUARINA
59		5	GRAND	PARADE	CASUARINA
60		6	BLACK WATTLE	CIRCUIT	CASUARINA
61		8	BLACK WATTLE	CIRCUIT	CASUARINA
62		10	BLACK WATTLE	CIRCUIT	CASUARINA
63		12	BLACK WATTLE	CIRCUIT	CASUARINA
64		14	BLACK WATTLE	CIRCUIT	CASUARINA
65		16	BLACK WATTLE	CIRCUIT	CASUARINA
66		18	BLACK WATTLE	CIRCUIT	CASUARINA
67		20	BLACK WATTLE	CIRCUIT	CASUARINA
68		22	BLACK WATTLE	CIRCUIT	CASUARINA
69		24	BLACK WATTLE	CIRCUIT	CASUARINA
70		26	BLACK WATTLE	CIRCUIT	CASUARINA
71		32	BLACK WATTLE	CIRCUIT	CASUARINA
72		30	BLACK WATTLE	CIRCUIT	CASUARINA
73		28	BLACK WATTLE	CIRCUIT	CASUARINA
74		29	BLACK WATTLE	CIRCUIT	CASUARINA
75		31	BLACK WATTLE	CIRCUIT	CASUARINA
76		33	BLACK WATTLE	CIRCUIT	CASUARINA
77		35	BLACK WATTLE	CIRCUIT	CASUARINA
78		37	BLACK WATTLE	CIRCUIT	CASUARINA
79		39	BLACK WATTLE	CIRCUIT	CASUARINA
80		41	BLACK WATTLE	CIRCUIT	CASUARINA
81		36	BLACK WATTLE	CIRCUIT	CASUARINA
82		34	BLACK WATTLE	CIRCUIT	CASUARINA
83		38	BLACK WATTLE	CIRCUIT	CASUARINA
84		40	BLACK WATTLE	CIRCUIT	CASUARINA

If space is insufficient use additional annexure sheet




Surveyor's Reference: 13/054

PLAN FORM 6A (2017)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 6 of 6 sheet(s)

Registered:  26/02/2021 Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF
 LOT 15 DP 1198266

DP1264557

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
 - Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
 - Signatures and seals- see 195D Conveyancing Act 1919
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: SC 2010031
 Date of Endorsement: 18/2/2021

LOT	SUB ADDRESS	ADDRESS	ROAD NAME	ROAD TYPE	LOCALITY
85		42	BLACK WATTLE	CIRCUIT	CASUARINA
86		44	BLACK WATTLE	CIRCUIT	CASUARINA
87		46	BLACK WATTLE	CIRCUIT	CASUARINA
88		48	BLACK WATTLE	CIRCUIT	CASUARINA
89		50	BLACK WATTLE	CIRCUIT	CASUARINA

SIGNED BY

in his/her position of Trent Franklin
Senior Client Manager

and as attorney for THE TRUST COMPANY (AUSTRALIA) LIMITED ACN 000 000 993 under Power of Attorney Book X 4676 No. X 134 who certifies that at the time of the execution of this instrument she/he has no notice of the revocation of the power of attorney

X Trent Franklin
 SIGNATURE OF ATTORNEY

X Jennylou Icaro
 SIGNATURE OF WITNESS
Jennylou Icaro
 Client Service Officer
 NAME OF WITNESS

SIGNED BY SUNCORP-METWAY LIMITED ABN 66 010 831 722 by its attorney

X DAVID ENGLISH
 under Power of Attorney

X Book 3859 No. 372
 who certifies he/she has not received notice of revocation of that power of attorney:

X Harrison Diehm
 SIGNATURE OF WITNESS

X Harrison Diehm
 NAME OF WITNESS
 Level 32, 266 George street
 Brisbane QLD 4000

SUNCORP METWAY LTD ABN 66 010 831 722
 BY ITS DULY CONSTITUTED ATTORNEY
 UNDER POWER OF ATTORNEY
 BOOK 3859 No. 372
David English LEVEL 1

X [Signature]
 SIGNATURE OF ATTORNEY

[Signature]

If space is insufficient use additional annexure sheet

Surveyor's Reference: 13/054

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 7 sheets)

Plan: **DP1264557**

Plan of Subdivision of Lot 15 DP 1198266 covered by Subdivision Certificate No. *SC 20103 of 20 21*

Full name and address of the owner of the land:

The Trust Company (Australia) Limited ACN 000 000 993 of C/- Clarence Property Corporation Limited Unit 2, 75 Tamar Street, Ballina New South Wales 2478

Full name and address of the mortgagee of the land:

Suncorp-Metway Limited ABN 66 010 831 722 of Level 28, 266 George Street, Brisbane Qld 4000

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement to drain sewage 3 wide (S)	Lots 18-26 Lot 47 Lot 50 Lot 52-53 Lots 60-65 Lots 68-89	Tweed Shire Council
2	Easement to drain sewage 4 wide (T)	Lots 9-16 Lots 28-37	Tweed Shire Council
3	Easement to drain sewage variable width (SV)	Lots 16-17 Lots 66-67	Tweed Shire Council
4	Easement to drain water 3 wide (D)	Lot 78 Lot 79	Lots 79,80 Los 80
5	Easement to drain water 4 wide (C)	Lot 9 Lot 10 Lot 11 Lot 12 Lot 28 Lot 29 Lot 30 Lot 31 Lot 32 Lot 33 Lot 34 Lot 35 Lot 36 Lot 76	Lots 10,11,12,13,14 Lots 11,12,13,14 Lots 12,13,14 Lots 13,14 Lots 29,30,31,32,33,34,35,36,37 Lots 30,31,32,33,34,35,36,37 Lots 31,32,33,34,35,36,37 Lots 32,33,34,35,36,37 Lots 33,34,35,36,37 Lots 34,35,36,37 Lots 35,36,37 Lots 36,37 Lot 37 Lots 74, 75
6	Easement to drain water variable width (B)	Lot 75 Lot 77	Lot 74 Lots 74, 75, 76, 78,79, 80

Plan: **DP1264557**

(Sheet 2 of 7 sheets)

Plan of Subdivision of Lot 15 DP 1198266 covered by
 Subdivision Certificate No. of 20 21

52210031

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
7	Easement for Multipurpose Electrical Installation 4.2 wide (E)	Lot 46 Lot 59	Essential Energy ABN 37 428 185 226
8	Right of carriageway variable width (R)	Lot 9 Lot 10 Lot 11	Lots 10, 11 Lots 9, 11 Lots 9, 10
9	Restrictions on use of land	Each lot (excluding lots 27, 54, 55)	Tweed Shire Council
10	Restrictions on the use of land	All lots (excluding lots 27, 38, 46 and 51 - 59)	Clarence Property Corporation Limited
11	Restrictions on the use of land	Lots 59, 74	Tweed Shire Council
12	Restrictions on the use of land	All lots (excluding lots 27, 54 and 55)	Tweed Shire Council
13	Restriction on the use of land (MS)	Part Black Wattle Circuit	Tweed Shire Council
14	Restrictions on the use of land	Lots 74-80 and Lots 26, 28 and 56	Tweed Shire Council

Part 1A (Release)

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	Part of Easement for drainage of sewage 3 wide (Q) (DP 1198266)	Lot 59 and Grand Parade, formerly 15/1198266	Tweed Shire Council
2	Easement for drainage of water 3 wide (R) (DP 1198266)	15/1198266	Tweed Shire Council
3	Easement for drainage of sewage 36 wide (W) (DP 1198266)	15/1198266	Tweed Shire Council

Plan: **DP1264557**

(Sheet 3 of 7 sheets)

Plan of Subdivision of Lot 15 DP 1198266 covered by
Subdivision Certificate No. SC2010031 of 2021

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:
4	Easement for drainage of water 36 wide (X) (DP 1198266)	15/1198266	Tweed Shire Council
5	Right of carriageway 36 wide (Y) (DP 1198266)	15/1198266	Tweed Shire Council
6	Easement for drainage of sewage variable width (Z) (DP 1198266)	15/1198266	Tweed Shire Council

Part 2 (Terms)

1. Terms of Easement to drain sewage 3 wide numbered 1

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

2. Terms of Easement to drain sewage 4 wide numbered 2

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

3. Terms of Easement to drain sewage variable width wide numbered 3

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

4. Terms of Easement to drain water 3 wide numbered 4

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

5. Terms of Easement to drain water 4 wide numbered 5

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

6. Terms of Easement to drain water variable width numbered 6

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

7. Terms of Easement for multipurpose electrical installation 4.2 wide numbered 7

Terms of Easement for Multi-Purpose Electrical Installation:



Plan: **DP1264557**

(Sheet 4 of 7 sheets)

Plan of Subdivision of Lot 15 DP 1198266 covered by
Subdivision Certificate No. S2010031 of 2021

7.1 In accordance with the terms contained in Part C of Memorandum AG189384

8. Terms of Right of carriageway variable width numbered 8

8.1 As provided for in Part 1 of Schedule 8 of the *Conveyancing Act 1991*, provided that the owner of the lots benefited and lots burdened by the easement must each maintain the easement with the cost of that maintenance to be shared equally or proportionately on an equitable basis.

9. Terms of Restriction numbered 9

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

9.2 Any infiltration pit created on a Lot shall be approved by the Certifying Authority that certifies any construction certificate for any dwelling constructed on a Lot burdened and any application to the Certifying Authority for a construction certificate in respect of a dwelling shall be accompanied by a design for the proposed infiltration pit.

10. Terms of Restriction numbered 10

No development is permitted on the lot burdened unless it:

10.1 Complies with the Architectural Design Regulations issued by Clarence Property Corporation Limited ACN 094 710 942; and

10.2 Has received design endorsement from Clarence Property Corporation Limited ACN 094 710 942.

11. Terms of Restriction numbered 11

Any development on the lot burdened must:

11.1 Not include the construction of any fences within the 20 metre wide dedication area containing the East/West cycleway link;

11.2 A minimum building setback of 2m to the boundary of the 20 metre wide dedication area containing the East/West cycleway link.

12. Terms of Restriction numbered 12

Future owners of the lot burdened are advised that the lot burdened is subject to a site classification that is poorer than 'M' under (Australian Standard) AS2870.

13. Terms of Restriction numbered 13

Future owners of the land burdened to be managed in accordance with Environmental Management Plan prepared by Easterly Point, dated December 2020, document reference 18011.C and any subsequent revisions thereof.

14. Terms of Restriction numbered 14

Future owners of the lots burdened are advised that the lots burdened are to be managed as an inner protection area as outlined in Section 4.1.3 and Appendix 5 of Planning for Bushfire Protection 2006 and the NSW Rural Fire Service's document Standards for Asset Protection Zones.



Plan: **DP1264557**

(Sheet 5 of 7 sheets)

Plan of Subdivision of Lot 15 DP 1198266 covered by
Subdivision Certificate No. SC 20/0031 of 20 21

Signed in accordance with Conveyancing (General) Regulation 2018.

SIGNED BY **TWEED SHIRE COUNCIL** by its)
authorised officer:)



Signature of witness

DYLAN CATT

Name of witness



Signature of authorised officer

MICK DENNY

Name of authorised officer

Plan: **DP1264557**

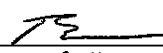
Plan of Subdivision of Lot 15 DP 1198266 covered by
Subdivision Certificate No. **SC20/0031** of 2021

SIGNED BY)
)
in his/her position of Trent Franklin)
)
..... Senior Client Manager)
)
and as attorney for **THE TRUST COMPANY**)
)
(AUSTRALIA) LIMITED ACN 000 000 993 under)
)
Power of Attorney Book **4676** No. **134**)
)
who certifies that at the time of the execution of)
)
this instrument she/he has no notice of the)
)
revocation of the power of attorney:)



Signature of witness
Jennylou Icaro
Client Service Officer

Name of witness



Signature of attorney

SIGNED BY **SUNCORP-METWAY LIMITED ABN**)
66 010 831 722 by its attorney)
)
 DAVID ENGLISH)
.....)
under Power of Attorney)
)
 Book **3859** No. **372**)
.....)
)
Who certifies he/she has not received notice of)
)
revocation of that power of attorney:)


SUNCORP METWAY LTD ABN 66 010 831 722
BY ITS DULY CONSTITUTED ATTORNEY
UNDER POWER OF ATTORNEY
BOOK 3859 No. 372
David English **LEVEL 1**

HDichm

Signature of witness

 Harrison Dichm

Name of witness



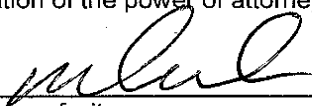
Signature of attorney



DP1264557

(Sheet ⁷ of ⁷ 8)
Plan of Subdivision of Lot 15 DP 1198266 covered by
Subdivision Certificate No. *SL 20/0031* of 2021

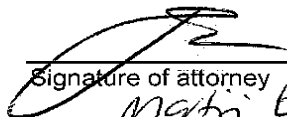
SIGNED BY **ESSENTIAL ENERGY**)
by its attorneys)
under Power of Attorney)
Book *4745* No. *85*)
who certifies that at the time of the execution of)
this instrument she/he has no notice of the)
revocation of the power of attorney:)



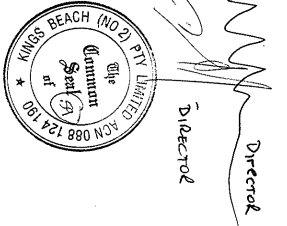
Signature of witness

Melinda White

Name of witness
8 Riller St, Bt Macquarie



Signature of attorney
Martin English
Head of Legal



L. J. Stretton
DIRECTOR

M. J. ...
DIRECTOR

Westpac Banking Corporation
 N64 33 00 851 141 by its attorney
 Jonathan Kent Percy,
 Attorney under Power of Attorney
 Book 4289 n/d 33a.

Crown Lands Office Approval

AM APPROVED

Land District: *Adairfield District*

Paper No. *DP 1030322*

Field Book: *Pages*

Subdivision Certificate

certify that the provisions of a 60% of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed SUBDIVISION

SUBDIVISION

Project: *subdivision of new road*

and out here

Authorised Person: *General Manager/Assistant General Manager*

Consent Authority: *Tweed Shire Council*

Date of Endorsement: *15 January 2005*

Consultation No: *DP 1030322*

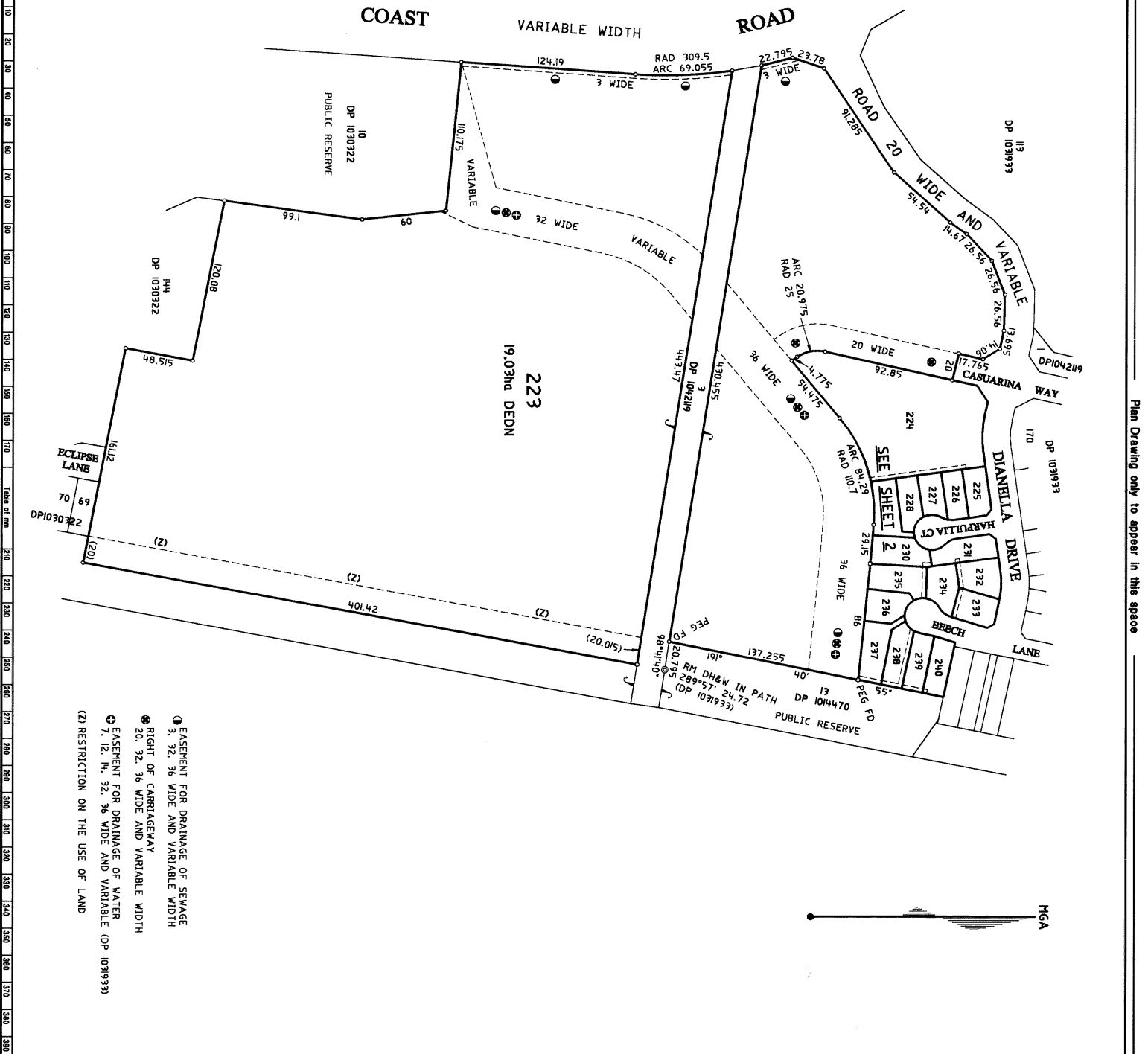
Subdivision Certificate No: *DP 1030322*

the No.

When the plan is to be lodged electronically in the Land Titles Office, the applicant must provide a copy of the plan to the Registrar-General, which will be provided to the Registrar-General.

Details elsewhere in applicable

conveyance processes: 4/33/1



- ① EASEMENT FOR DRAINAGE OF SEWAGE
- 3, 32, 36 WIDE AND VARIABLE WIDTH
- ② RIGHT OF CARRIAGEWAY
- 20, 32, 36 WIDE AND VARIABLE WIDTH
- ③ EASEMENT FOR DRAINAGE OF WATER
- 7, 12, 14, 32, 36 WIDE AND VARIABLE (DP 1030322)
- (2) RESTRICTION ON THE USE OF LAND

DP1048494

Registered: *Pratt & Associates*

Title System: *TORRENS*

Purpose: *SUBDIVISION*

Ref. Map: *X 5467-7*

Last Plan: *D.P. 1048416*

PLAN

OF SUBDIVISION OF LOT 71 IN DP 1048416

Lengths are in metres. Reduction Ratio: 1:2000

LGA: *TWEED SHIRE*

Locality: *KINGSCLIFF*

Parish: *CUDGEN*

County: *ROUS*

Sheet: *1* of *2* sheets

This is sheet 1 of my plan in sheets.

KENNETH GEORGE BUCKLEY

of ASPECT NORTH

2A CARRINGTON ST, LISHORE NSW 2480

a surveyor registered under the Surveyors Act 1993, hereby certify that the survey represented in this plan is accurate and has been made in accordance with the Surveyors Act 1993. The survey was conducted on 31st DEC 2002.

There is no other survey of this land in force.

LOTS 224-240 & NEW ROADS

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

Datum: *5111 DEC 2002 1996 datum*

Signature: *K. G. Buckley*

Surveyor registered under the Surveyors Act 1993

Plans used in preparation of Survey/Compilation:

DP 1030322

DP 1030933

DP 104470

DP 104219

DP 1048416

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

IT IS INTENDED TO DEDICATE TO THE PUBLIC AS ROAD:-

HARPELLIA COURT

EXTENSION OF BEECH LANE

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

CREATE:

1. EASEMENT FOR DRAINAGE OF SEWAGE

3, 32, 36 WIDE AND VARIABLE WIDTH

2. RIGHT OF CARRIAGEWAY

20, 32, 36 WIDE AND VARIABLE WIDTH

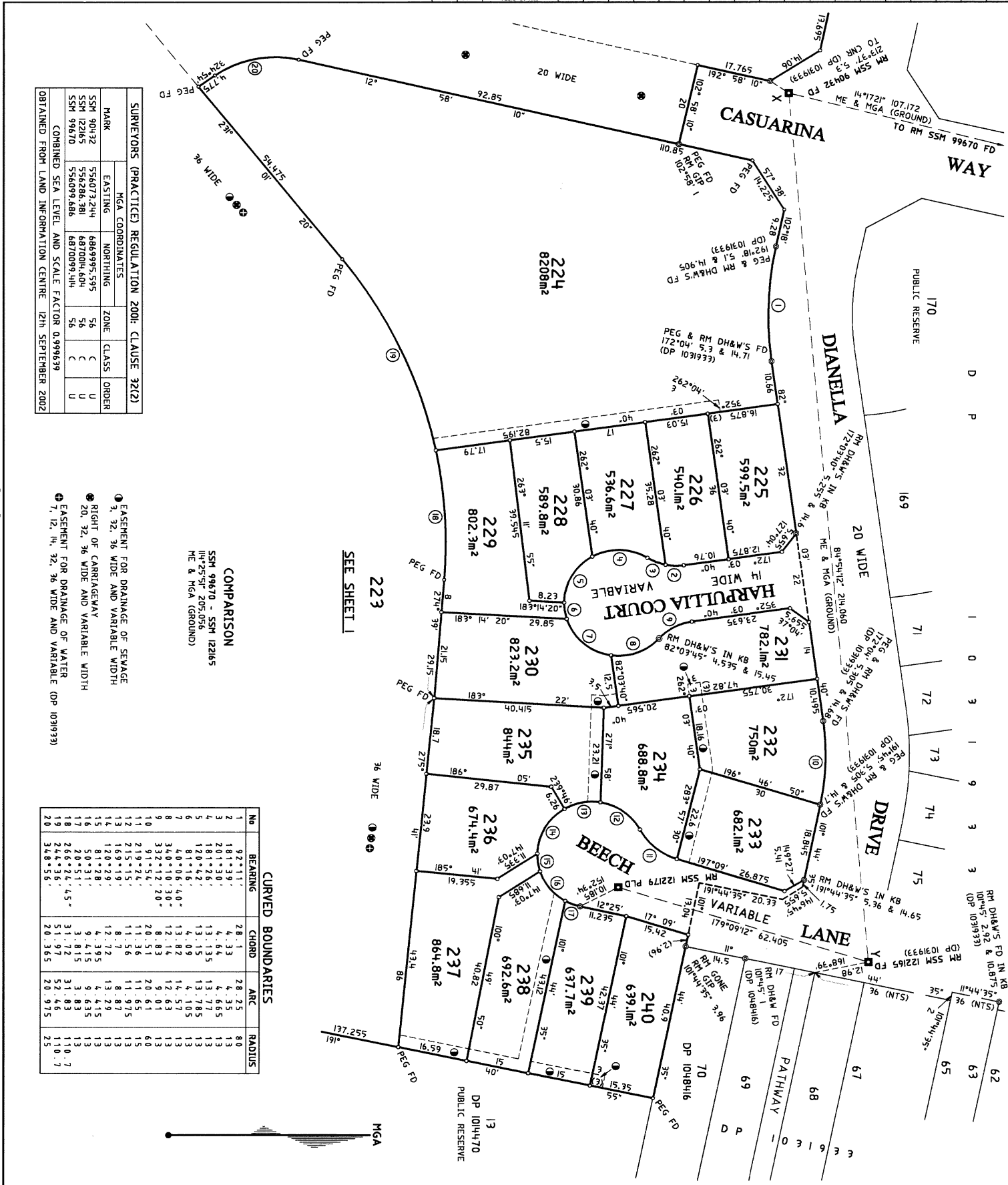
3. RESTRICTION ON THE USE OF LAND

4. RESTRICTION ON THE USE OF LAND

5. RESTRICTION ON THE USE OF LAND

6. RESTRICTION ON THE USE OF LAND

(CONTINUED ON SHEET 2)



SURVEYORS (PRACTICED) REGULATION 2000: CLAUSE 32(2)			
MARK	EASTING	NORTHING	ZONE
SSM 90432	556673.244	6866995.595	S6
SSM 12245	556286.381	687004.404	S6
SSM 99670	556699.686	6870099.444	S6

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

- Ⓢ EASEMENT FOR DRAINAGE OF SEWAGE
- Ⓜ 32, 36 WIDE AND VARIABLE WIDTH
- Ⓜ RIGHT OF CARRIAGEWAY
- Ⓜ 20, 32, 36 WIDE AND VARIABLE WIDTH
- Ⓜ EASEMENT FOR DRAINAGE OF WATER
- Ⓜ 7, 12, 14, 32, 36 WIDE AND VARIABLE (DP 103933)

COMPARISON
 SSM 99670 - SSM 12245
 114°25'51" 205.056
 HE & MGA (GROUND)

SEE SHEET 1

No.	BEARING	CHORD	ARC	RADIUS
1	92°01'11"	28.71	28.735	80
2	197°03'01"	4.22	4.225	13
3	201°03'01"	4.22	4.225	13
4	181°02'01"	13.135	13.175	13
5	120°04'01"	13.135	13.175	13
6	81°01'01"	4.09	4.105	13
7	40°06'01"	13.82	14.57	13
8	332°10'01"	12.14	12.63	13
9	332°12'01"	8.83	9.01	13
10	219°02'01"	20.51	20.61	60
11	191°02'01"	11.36	11.65	15
12	215°01'01"	11.56	11.975	13
13	169°01'01"	8.7	8.87	13
14	120°02'01"	12.72	13.29	13
15	81°02'01"	4.395	4.415	13
16	50°03'01"	3.815	3.835	13
17	20°05'01"	31.72	31.83	110.7
18	244°03'01"	51.97	52.46	110.7
19	244°03'01"	20.365	20.975	25
20	348°05'01"	20.365	20.975	25



DP1048494
 29/11/2003
 This is sheet 2 of my plan in 2 sheets dated 9th DECEMBER 2002
 KENNETH GEORGE BUCKLEY
 ASPECT NORTH
 2A CARRINGTON ST, LISMORE NSW 2480
 Surveyor Registered under the Surveyors Act, 2002
 This is sheet 2 of the plan of 2 sheets of covered by submission Certificate No. of SC02/0071

Authorised Person (Surveyor) Kenneth George Buckley
 For use where space is insufficient in any panel on Plan Form 2

1. EASEMENT FOR DRAINAGE OF SEWAGE
 3, 4, 7, 8, 12, 14, 32, 36, WIDE AND VARIABLE (DP 103933)
 2. RIGHT OF CARRIAGEWAY
 8, 20, 32, 36 WIDE AND VARIABLE (DP 103933)
 3. EASEMENT FOR WATER SUPPLY
 8 WIDE (DP 103933)
 4. EASEMENT FOR DRAINAGE OF WATER
 7, 12, 14, 32, 36 WIDE AND VARIABLE (DP 103933)
 5. EASEMENT FOR DRAINAGE OF SEWAGE
 3, 4, 7, 8, 12, 14, 32, 36, WIDE AND VARIABLE (DP 103933)
 6. RESTRICTION ON THE USE OF LAND
 7. RESTRICTION ON THE USE OF LAND
 8. RESTRICTION ON THE USE OF LAND
 9. RESTRICTION ON THE USE OF LAND
 RELEASE:

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.

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Subdivision covered by Council's
Certificate No 5602/0071 of 2002

Full name and address of
owner of the land:

Kings Beach (No. 2) Pty Limited ACN 088 124
190 of C/- Consolidated Properties, Level 12,
344 Queen Street, Brisbane, Qld, 4000

Full name and address of
mortgagee of the land:

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

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

Part 1 (Creation)

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

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Part 1A (Release)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre to be released and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited Lot(s), bodies or Prescribed Authority:
1	Easement for drainage of sewage 3, 4, 7, 8, 12, 14, 32, 36 wide and variable (DP1031933)	71/1048416	Tweed Shire Council
2	Right of Carriageway 8, 20, 32, 36 wide and variable (DP1031933)	71/1048416	Tweed Shire Council
3	Easement for Water Supply 8 wide (DP1031933)	71/1048416	Tweed Shire Council

Part 2 (Terms)

1. Terms of Restriction on Use thirdly referred to in the abovementioned plan:
On each lot burdened no building, structure or other improvement (except fencing or landscaping) shall be constructed or made between the Eastern boundary of the lot burdened and the broken line designated (Z) on the plan.
2. Terms of Restriction on Use fourthly referred to in the abovementioned plan:
Direct vehicular access to and from the Coast Road from each lot burdened is prohibited other than from approved junctions.
3. Terms of Restriction on Use fifthly referred to in the abovementioned plan:
Alteration of the finished ground levels of the acoustical bund within 1 metre of the boundary of the lots burdened and the Coast Road is prohibited.
4. Terms of Restriction on Use sixthly referred to in the abovementioned plan:
 - 4.1 Roof water from dwellings or structures must be discharged to an infiltration pit sized to accommodate the 3 month average recurrence interval storm.
 - 4.2 Any infiltration pit created on a lot burdened shall be approved by the certifying authority that certifies any construction certificate for any dwelling constructed on a lot burdened and any application to the certifying authority for a construction certificate in respect of a dwelling shall be accompanied by a design for the proposed infiltration pit.

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

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

Vines and Creepers

Common Name

Asparagus fern

Balloon vine

Black-eyed Susan

Blue Thunbergia

Cape Ivy

Cats Claw Creeper

Climbing Fig

Climbing Nightshade

Dutchman's Pipe

Flame Flower

Florists Smilax

Japanese Honeysuckle

Kudzoo

Madeira Vine

Morning Glory:

Blue morning Glory

Coastal Morning Glory

Purple Morning Glory

Moon Flower

Moth Vine

Passionfruit:

Corky Passionfruit Vine

White Passionfruit Flower

Edible Passionfruit

Skyflower

Thorny Poinciana

Groundcovers

Arum Lily

Bugle Lily

Balsam, Busy Lizzie

Blue Periwinkle

Canna Lily

Cardamon Ginger

Coral Berry

Crocasmia

Crucifix Orchid

Elephants Ears

Fishbone Fern

Freckle Face

Glory Lily

Ground Asparagus

Hairy Commelina

Kahili Ginger

White Flowered Ginger

Pink Flowered Ginger

Mother in Laws Tongue

Mother of Millions

Resurrection Plant

Species

Asparagus africanus

Asparagus plumosus

Cardiospermum grandiflorum

Thunbergia alata

Thunbergia grandiflora

Delairea odorata

Macfadyena unguis – cati

Ficus pumila

Solanum seafortianum

Aristolochia elegans

Pyrostegia venusta

Myrsiphyllum asparagoides

Lonicera japonica

Pueraria lobata

Anredera cordifolia

Ipomea indica

Ipomea cairica

Ipomea purpurea

Ipomea alba

Araujia sericiflora

Passiflora suberosa

Passiflora subpeltata

Passiflora edulis

Duranta spp.

Caesalpinia decapetala

Zantescantia aethopica

Watsonia bulbifera

Impatiens walleriana

Vinca major

Canna indica

Alpinia calcarata

Rivina humilis

Crocasmiax crocasmia

Epidendrum sp.

Alocasia aroides

Nephrolepis exalta

Nephrolepis cordifolia

Hypoestes sanguinolenta

Gloriosa superba

Protasparagus aethiopicus

Commelina benghalensis

Hedychium gardnerianum

Hedychium spicatum

Hedychium coccineum

Sansevieria spp.

Bryophyllum daigremontiana

Bryophyllum pinnatum

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

Euphorbia cyathophora
Dendranthema maxima
Desmodium uncinatum
Tradescantia fluminensis
Zebrina pendula

Shrubs

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

Ardisia crenata
Pennisetum purpureum

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

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

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

Ligustrum lucidum
Ligustrum sinense
Wedelia trilobata
Solanum mauritanium

Trees

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

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

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

Koelreuteria paniculata
Tabebuia chrysantha

Psidium cattleianum
Psidium guajava
Inga spp.
Eugenia jaboticaba

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

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

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

6.1 **Definitions**

- (1) **"AMCORD"** means the Australian Model Code of Residential Development;
- (2) **"ARC" or "Architectural Review Committee"** means a committee nominated by Kings Beach from time to time;
- (3) **"Beachfront Lot"** means a Lot which fronts the beach, adjoins the beach or is separated from the beach by only an esplanade;

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- (4) **"Building Works"** means any works or proposed works in respect of a Lot or Lots including without limitation proposed external construction, alterations, additions, extensions and repairs whether to dwellings or associated structures or buildings, or fences, retaining walls, exterior lighting, driveways or recreational facilities. It includes landscaping and tree planting, painting and repainting;
- (5) **"Building Works Consent Body"** means Kings Beach or the ARC;
- (6) **"Consolidation"** means a proposal by a proprietor of a Lot to consolidate that Lot with one or more other Lots as one land title;
- (7) **"Corner Lot"** means a lot bounded by 2 or more roads where the roads intersect and join;
- (8) **"Council"** means Tweed Shire Council;
- (9) **"Design and Building Standards"** means, in relation to the Main Dwelling and other structures:
- (a) a maximum height of 2 storeys;
 - (b) a rooftop observatory (3rd level) will be allowed (except for Beachfront Lots) if:
 - (i) the Building Works Consent Body deems it to be designed in compliance with Main Dwelling requirements; and
 - (ii) the area of the observatory does not exceed 36 square metres; andin any event, the maximum height must not exceed 12 metres;
 - (c) minimum setback from the Street Front Boundary is 6 metres, except in relation to verandahs, the setback for which must be in accordance with clause 6.1(9)(q);
 - (d) minimum setback from a Secondary Street Boundary of a Corner Lot of 3 metres;
 - (e) minimum Side Boundary setback of 900mm to the fascia and in compliance with Element 5.4; Building Envelope and Siting of AMCORD, except that in relation to:
 - (i) a Non-Beachfront Lot, a side or rear wall of a garage may abut the Side or Rear Boundary and must be constructed of maintenance free materials such as masonry; and

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- (ii) for a Beachfront Lot, a side wall of a garage may abut the Side Boundary and must be constructed of maintenance free materials such as masonry;
- (f) minimum Rear Boundary setback of 6 metres, and in accordance with Element 5.4 - Building Envelope and Siting, of AMCORD. For a Beachfront Lot, the Rear Boundary is the boundary line between the 2(e) Zone and the 7(f) Zone and no setback is required from this line;
- (g) Site Coverage must not exceed 50% of the area of a Lot;
- (h) roofing only of matt finished profiled metal deck (eg. copper, zinc or Colourbond) or flat shingle profile tiles;
- (i) minimum eaves overhang of 600mm;
- (j) no curved or undulating parapets;
- (k) external walls of Main Dwelling only of the following materials:
 - (i) masonry finished in a rendered and painted textured finish;
 - (ii) masonry finished in a bagged and painted finish;
 - (iii) fibre cement wall sheeting;
 - (iv) timber shingles; and/or
 - (v) timber weather boards or plywood with a painted or stained finish;
 - (vi) plain brickwork (subject to clause 6.1(9)(l));
 - (vii) metal deck cladding (subject to clause 6.1(9)(m));
- (l) maximum 10% plain brickwork on total area of external wall surfaces and 100% solid construction of walls only with ARC approval;
- (m) metal deck cladding not to exceed 50% of total area of external wall surfaces;
- (n) external colours to complement the beach surroundings;
- (o) ground floor windows and verandahs suitably screened by dense landscaping or screen fencing to a maximum height of 1.8 metres;

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- (p) screening of windows of habitable rooms or balconies on any upper levels with outlook at an angle closer than 45 degrees to a habitable window or balcony of an adjacent dwelling, by one of the following solutions:
 - (i) fixed obscure glazing of that part of the window below 1500mm above floor level; or
 - (ii) fixed external screens; or
 - (iii) sill height above 1500mm from floor level.
- (q) verandah minimum Street Front Boundary setback of 3 metres;
- (r) verandah supports only of timber, galvanized steel or masonry construction and painted or stained of colour compatible with Main Dwelling;
- (s) verandah roof compatible in colour, material and form with Main Dwelling;
- (t) where possible, garages to be located so that they are visually unobtrusive from the street;
- (u) minimum setback for garage from Street Front Boundary of 5 metres;
- (v) minimum of 2 car spaces for a Lot, of these at least 1 must be covered and if dual occupancy, a minimum of 3 car spaces;
- (w) not more than 1 driveway and crossover for each Lot, no wider than 4 metres at the street boundary, with at least 0.75 metres of screen planting between the driveway and the Side Boundary;
- (x) outdoor structures, including pergolas, gazebos and storage shed only constructed of materials complementary to Main Dwelling;
- (y) open-sided pergolas may be built to Side Boundary or Rear Boundary only if no greater than 5 metres in length and they do not impede a Lot's amenity or view;
- (z) driveways finished only with:
 - (i) masonry/clay pavers;
 - (ii) exposed aggregate concrete finish;
 - (iii) sleepers or timber boards;
 - (iv) gravel; or

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- (v) coloured concrete with inserts;
provided that finishes over Council's nature-strip are to comply with Council's "Access to Property" policy;
- (aa) fencing for a Non-Beachfront Lot, (which is not a Corner Lot) as follows:
 - (i) to Street Front Boundary to maximum height of 1.2 metres, no more than 75% solid construction and constructed only from timber, brushwood or masonry (metal railings permitted).
 - (ii) Side Boundary fencing to maximum height of 1.2 metres from Street Front Boundary to building line and maximum height of 1.8 metres for remaining length of Lot, constructed only from timber, brushwood or masonry.
 - (iii) Rear Boundary Fencing to a maximum height of 1.8 metres and constructed only from timber, brushwood or masonry.
- (bb) fencing for a Beachfront Lot as follows:
 - (i) to Street Front Boundary to maximum height of 1.2 metres, no more than 75% solid construction and constructed only from timber, brushwood or masonry (metal railings permitted).
 - (ii) Side Boundary fencing to a maximum height of 1.2 metres from Street Front Boundary to building line and maximum height of 1.8 metres up to the boundary line between the 2(e) Zone and the 7(f) Zone and a maximum height of 1.2 metres for the remaining length of the Lot, constructed only of timber, brushwood or masonry (metal railings permitted).
 - (iii) fencing between a Beachfront Lot and the beach reserve to be a maximum height of 1.2 metres;
- (cc) fencing for a Non-Beachfront Lot which is a Corner Lot to Secondary Street Boundary to be a maximum height of 1.2 metres, no more than 75% solid construction and constructed of timber, brushwood or masonry (metal railings permitted);

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- (10) **"Development Application"** means an application to Council for development consent in respect of a Lot;
- (11) **"Kings Beach"** means Kings Beach (No. 2) Pty Ltd ACN 088 124 190;
- (12) **"Lot"** means a lot in the Plan;
- (13) **"Main Dwelling"** means the principal residence constructed or to be constructed on a Lot;
- (14) **"Natural Benefits"** means the benefits of each Lot's natural elements to the intent that the westerly and southwesterly aspects should be limited to the siting of garages, laundries, storerooms and other service areas, and living, eating and sleeping spaces should be orientated predominantly to the north or northeast, using Element 5.1 - Site Planning of AMCORD 95 as a guideline.
- (15) **"Non-Beachfront Lot"** means a Lot that is not a Beachfront Lot
- (16) **"Plan"** means the plan of subdivision to which this Instrument relates.
- (17) **"Primary Street Boundary"** means any boundary line, or part, which coincides with the alignment of the street to which the property is rated by Council (which is usually the narrowest boundary).
- (18) **"Required Documents"** means 2 copies of all relevant documents to be lodged with or in respect of any Development Application, and any other documents requested by the Building Works Consent Body including:
- (a) Sketch review application form as nominated by Kings Beach from time to time;
 - (b) Schematic design drawings including a site plan to scale 1:200 showing:
 - Northpoint;
 - Property lines with metes and bounds;
 - Building setbacks dimensioned;
 - Building footprint with entries, verandahs, balconies, terraces, pools, pergolas and overhangs shown;
 - Location of parking and garages;
 - Driveways, paths, landscaping and retaining walls;
 - (c) Floor plans and roof plans (to scale 1: 100);
 - (d) Elevation plan (scale 1: 100) showing materials and colours to be used, floor to floor heights, height to eaves and overall height from natural ground level, roof pitches and signage.

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- (19) **"Rear Boundary"** means any boundary line, or part which coincides with the alignment of another property or public open space furthest away from the street;
 - (20) **"Secondary Street Boundary"** means any boundary line, or part, which coincides with the alignment of a street which is not the Primary Street Boundary;
 - (21) **"Side Boundary"** means any boundary line or part, which coincides with the alignment of another Lot;
 - (22) **"Site Coverage"** means that portion of a Lot which is covered by a building or other structure having an impervious roof, including balconies and eaves;
 - (23) **"Street Front Boundary"** means any boundary line, or part, of a Lot which coincides with the alignment of a primary street;
 - (24) **"Temporary Structures"** means Building Works which do not comply with Design Standards, but have approval of the Building Works Consent Body and are associated with construction of Building Works which comply with Design and Building Standards and have the approval of the Building Works Consent Body;
 - (25) **"Variation"** means consent by the Building Works Consent Body to Building Works which are inconsistent with the Design and Building Standards;
 - (26) **"2(e) Zone"** means the 2(e) (Residential Tourist) Zone under the Tweed Local Environment Plan 1987;
 - (27) **"7(f) Zone"** means the 7(f) (Environmental Protection (Wetlands)) Zone and 7(f) (Environmental Protection (Coastal Lands)) Zone under the Tweed Local Environment Plan 1987 as these may apply to the Lots.
- 6.2 **Restriction**
- (1) No Development Application may be made without the prior written approval of the Building Works Consent Body.
 - (2) No Building Works (other than Temporary Structures) may be commenced on a Lot without the prior written approval of the Building Works Consent Body, which consent may be given, given on conditions, or refused in the discretion of the Building Works Consent Body. The Building Works Consent Body will not unreasonably withhold its consent if the Building Works comply with Design and Building Standards.
 - (3) Building Works must not differ from works approved by the Building Works Consent Body without a Variation which may be approved or refused by the Building Works Consent Body in its absolute discretion.

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- (4) No Consolidation may take place without the prior written approval of the Building Works Consent Body (in its absolute discretion).
- (5) No application for consent of the Building Works Consent Body in respect of Building Works or Consolidation may be made without that application being accompanied by Required Documents.
- (6) A Lot must not be left in a vacant state for more than:
 - (a) 2 years from the date of this instrument; or
 - (b) if the Lot has been purchased from Kings Beach, 2 years from the date of settlement of the purchase of the Lot from Kings Beach,

without a Main Dwelling being constructed (and completed) on the Lot during such period and landscaping (to a reasonable standard) being made within 3 months of completion of Building Works of the Main Dwelling.
- (7) Temporary Structures must not be erected on a Lot unless associated with the construction of the Main Dwelling and then only present for the duration of the construction period.
- (8) For the benefit of any adjoining land owned by Kings Beach (No. 2) Pty Ltd ACN 088 124 190, but only during the ownership thereof by Kings Beach (No. 2) Pty Ltd ACN 088 124 190, its successors and assigns (other than purchasers on sale) no fence shall be erected on any lot burdened to divide such lot from the adjoining lot or lots without the consent of Kings Beach (No. 2) Pty Ltd ACN 088 124 190 provided that such consent shall not be withheld if:
 - (a) such fence is erected without expense to Kings Beach (No. 2) Pty Ltd ACN 088 124 190; and
 - (b) such fence has been approved by the Building Works Consent Body.

6.3 Amendments

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

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

6.4 Severability

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

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

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

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

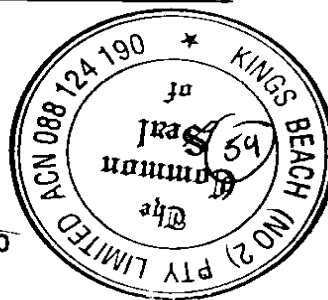
Kings Beach (No. 2) Pty Limited ACN 088 124 190

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

Tweed Shire Council

[Handwritten signature]
Director
Director

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



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

[Handwritten signature] Director
Investment Management Australia Limited

[Handwritten signature] DIRECTOR



205851_1.DOC

WESTPAC BANKING CORPORATION

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

[Handwritten signature]

IN THE PRESENCE OF

[Handwritten signature]
GARRY BOULDING JP.

REGISTERED  ga 17/2/2003

DESCRIPTION OF DEVELOPMENT

Current building classification	Proposed building classification	Description
	1a & 10a & 10b	New Construction of Dwelling - 2 Storey with rooftop terrace & New Construction of Attached Garage & New Construction of Swimming Pool & Pool Fence

Site Address
39 Black Wattle Cct CASUARINA NSW 2487

Locality Tweed Shire Council	Lot and Plan Lot 79 DP 1264557
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Occupancy details
 Occupation of a new building Change of building use for an existing building

DOCUMENTS ACCOMPANYING APPLICATION

Development Consent:	Reference No. DA21/0360.02
CDC / CC:	Reference No. 00085865
Fire Safety Certificate	Reference No. NA
Compliance Certificates:	Reference Nos. NA
BASIX Certificates:	Reference Nos. 1193171S_09

APPLICANT

Name
Sandra Papas

Postal Address
P.O. Box 1733 KINGSCLIFF NSW 2487

Phone No. 0418 733 390	Email papas@hdconline.com.au
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Date of receipt of application
12 Dec 2023

OWNER

Name
Sandra Papas

Postal Address
P.O. Box 1733 KINGSCLIFF NSW 2487

Phone No. 0418 733 390	Email papas@hdconline.com.au
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DESCRIPTION OF DEVELOPMENT

Development Consent number*:	DA21/0360.02		*where applicable
Description:	New Construction of Dwelling - 2 Storey with rooftop terrace & New Construction of Attached Garage & New Construction of Swimming Pool & Pool Fence	Class of building:	1a & 10a & 10b
Site address:	39 Black Wattle Cct CASUARINA NSW 2487		
Site description (lot/plan):	Lot 79 DP 1264557	Zoning:	R3 Medium Density Residential

SCOPE

Occupancy details

- Occupation of a new building Change of building use for an existing building

The application for Occupation Certificate has been determined by approval.

- A current Complying Development Certificate (CDC) is in force for the building and has been issued with respect to the plans and specifications for the building work that has been carried out
- A current Development Consent is in force for the building and a Construction Certificate (CC) has been issued with respect to the plans and specifications for the building work that has been carried out.
- The building is suitable for occupation or use in accordance with its classifications under the Building Code of Australia
- A fire safety certificate has been issued for the building (where applicable)
- A report from the Fire Commissioner has been considered (where applicable)
- The health and safety of the occupants of the building have been taken into consideration
- A performance solution report is applicable. The details of the performance solution are:

ATTACHMENTS (if applicable)

- Fire Safety schedule Fire link conversion schedule Fire safety certificate

INSPECTIONS

<i>Inspection Description</i>	<i>Assessment Date</i>
Pier Inspection	05 May 2022
Slab Inspection	19 May 2022
Steel Inspection (Pool)	30 May 2022
Steel Inspection (Core Fill 1)	03 Jun 2022
Stormwater Inspection	03 Jun 2022
Steel Inspection (Core Fill 2)	06 Jun 2022
Slab Inspection Suspended Slab (Level 2)	29 Jul 2022
Steel Inspection (Core fill Upper)	26 Aug 2022
Slab Inspection Suspended slab (Level 2)	15 Sep 2022
Frame Inspection	18 Nov 2022
Site Inspection/On Site Advice	25 Jan 2023
Waterproofing Inspection	04 Apr 2023
Pool Fence	17 May 2023
Frame Inspection- Patio roof	16 Jun 2023
Pier Inspection (Fence)	19 Oct 2023
Pool Fence/Final Inspection	06 Nov 2023
Final Inspection	06 Nov 2023

CERTIFYING AUTHORITY

Certifying authority & registration no:

Professional Certification Group, RBC9

Certifier name & registration no:

Kaine White, BDC04657

Signature:



Date:

12 Dec 2023

Planning Certificate under Section

10.7 (formerly Section 149)

Environmental Planning and Assessment Act, 1979

Land No. 85576

Applicant: InfoTrack
GPO Box 4029
SYDNEY NSW 2000

Certificate No: ePlanCer23/3654
Date of Issue: 01/12/2023
Fee Paid: \$67.00
Receipt No:

Your Reference:

eCustomer Reference: 2023/3453

Property Description: Lot 79 DP 1264557; No. 39 Black Wattle Circuit CASUARINA

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

ITEM 1

Names of relevant planning instruments and development control plans

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

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

Item 1(1)

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

Tweed Shire LEP 2014

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

State Environmental Planning Policy (Planning Systems) 2021

State Environmental Planning Policy (Sustainable Buildings) 2022

Item 1(2)

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

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

Item 1(3)

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

Section A1 - Residential and Tourist Development Code

Section A2 - Site Access and Parking Code

Section A3 - Development of Flood Liable Land

Section A4 - Advertising Signs Code

Section A5 - Subdivision Manual

Section A6 - Biting Midge and Mosquito Control

Section A7 - Child Care Centres

Section A8 - Brothels Policy

Section A9 - Energy Smart Homes Policy

Section A10 - Exempt and Complying Development

Section A13 - Socio Economic Impact Assessment

Section A15 - Waste Minimisation and Management

Section A16 - Preservation of Trees or Vegetation

Section A17 - Business, Enterprise Corridor and General Industrial Zones

Section A18 - Heritage

Section A19 - Biodiversity and Habitat Management

Section B5 - Casuarina Beach

Section B9 - Tweed Coast Strategy

ITEM 2

Zoning and land use under relevant planning instruments

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

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

Item 2(a-c)

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

Zone R3 Medium Density Residential

1 Objectives of zone

- To provide for the housing needs of the community within a medium density residential environment.
- To provide a variety of housing types within a medium density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.

2 Permitted without consent

Environmental facilities; Environmental protection works; Home occupations

3 Permitted with consent

Attached dwellings; Boarding houses; Centre-based child care facilities; Community facilities; Group homes; Home industries; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Respite day care centres; Roads; Seniors 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; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Farm stay accommodation; 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; Public administration buildings; Registered clubs; Research stations; Restricted premises; Rural industries; Rural workers' dwellings; Service stations; Sex services premises; Storage premises; 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 R3 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:

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

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

Section 94 Plan No 4 - Tweed Road Contribution Plan

Section 94 Plan No 11 - Tweed Shire Library Facilities

Section 94 Plan No 12 - Bus Shelters

Section 94 Plan No 13 - Eviron Cemetery

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

Section 94 Plan No 19 - Casuarina Beach/Kings Forest

Section 94 Plan No 22 - Cycleways

Section 94 Plan No 26 - Shirewide/Regional Open Space

Section 94 Plan No 32 - Developer Contributions for Heavy Haulage

ITEM 4

Complying Development

- (1) *If the land is land on which complying development may be carried out under each of the complying development codes under [State Environmental Planning Policy \(Exempt and Complying Development Codes\) 2008](#), because of that Policy, clause 1.17A(1)(c)-(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.*

- (2) *If complying development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.*
- (3) *If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that—*
- (a) *a restriction applies to the land, but it may not apply to all of the land, and*
 - (b) *the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.*
- (4) *If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.*

Part 3 Housing Code

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

Part 3A Rural Housing Code

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

Part 3B Low Rise Housing Diversity Code

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

Part 3C Greenfield Housing Code

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

Part 4 Housing Alterations Code

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

Part 4A General Development Code

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

Part 5 Industrial and Business Alterations Code

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

Part 5A Industrial and Business Buildings Code

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

Part 5B Container Recycling Facilities Code

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

Part 6 Subdivisions Code

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

Part 7 Demolition Code

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

Part 8 Fire Safety Code

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

Part 9 Agritourism and Farm Stay Accommodation Code

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

Qualifying Statement on Council Data Affecting this Item

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

ITEM 5

Exempt Development

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

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

Qualifying Statement on Council Data Affecting this Item

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

ITEM 6

Affected building notices and building product rectification orders

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

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

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

Item (1)(a-c)

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

ITEM 7

Land reserved for acquisition:

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

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

ITEM 8

Road Widening and Road Realignment:

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

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

Item 8(a-c)

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

ITEM 9

Flood related development controls

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

Item 9(1-3)

- (1) The subject land is not affected by any flooding under Council's Development Control Plan A3 – Development of Flood Liable Land.

Floodplain Risk Management Study

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

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

ITEM 10

Council and other public authority policies on hazard risk restrictions

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

(b) *by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.*

Land Slip:

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

Bushfire:

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

Tidal Inundation:

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

Subsidence:

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

Acid Sulfate Soils:

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

Contamination:

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

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

Coastal Hazards:

This property is not affected.

Aircraft Noise:

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

Any Other Risk:

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

- **Cattle Tick Dip Sites:**

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

ITEM 11

Bush Fire Prone Land

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

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

ITEM 12

Loose-fill asbestos insulation

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

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

ITEM 13

Mine Subsidence:

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

No

ITEM 14

Paper subdivision information

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

There is no paper subdivision information relating to this land.

ITEM 15

Property Vegetation Plans

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

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

ITEM 16

Biodiversity Stewardship Sites:

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

Note—

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

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

ITEM 17

Biodiversity certified land:

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

Note—

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

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

ITEM 18

Orders under Trees (Disputes between Neighbours) Act 2006

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

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

ITEM 19

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

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

(2) In this section—

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

Note—

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

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

ITEM 20

Western Sydney Aerotropolis

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

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

Not applicable to Tweed Shire.

ITEM 21

Development consent conditions for seniors housing

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

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

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

ITEM 22

Site compatibility certificates and development consent conditions for affordable rental housing

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

Item (1)(a-b)

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

Item (2)

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

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

Item (3)

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

Prescribed matters in accordance with the Contaminated Land Management Act 1997

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

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

(a) Significantly Contaminated Land

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

(b) Management Order

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

(c) Approved Voluntary Management Proposal

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

(d) Ongoing Maintenance Order

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

(e) Site Audit Statement

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

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

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

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

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

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

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

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



TROY GREEN
GENERAL MANAGER

Per

NSW SWIMMING POOL REGISTER

Certificate of Registration

Section 30C – Swimming Pools Act 1992

Pool No:	8314db2b
Property Address:	39 BLACK WATTLE CIRCUIT CASUARINA
Date of Registration:	31 July 2023
Type of Pool:	An outdoor pool that is not portable or inflatable
Description of Pool:	above ground

The swimming pool at the above premises has been registered in accordance with Section 30B of the *Swimming Pools Act 1992*.

The issue of this certificate does not negate the need for regular maintenance of the pool.

Please remember:

- Children should be supervised by an adult at all times when using your pool
- Regular pool barrier maintenance
- Pool gates must be closed at all times
- Don't place climbable articles against your pool barrier
- Remove toys from the pool area after use

You may be required to obtain a Pool Compliance Certificate before you lease or sell your property. Contact your council for further information.

This is NOT a Certificate of Compliance

Council Reference: DD24/0480
Your Reference:
eCustomer Reference: 2023/3453



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

27 March 2024

InfoTrack
GPO Box 4029
SYDNEY NSW 2001

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



PO Box 816
Murwillumbah NSW 2484

Please address all communications
to the General Manager

ABN: 90 178 732 496

Dear Sir/Madam

Sewer Diagram
Lot 79 DP 1264557; No. 39 Black Wattle Circuit CASUARINA

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

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

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

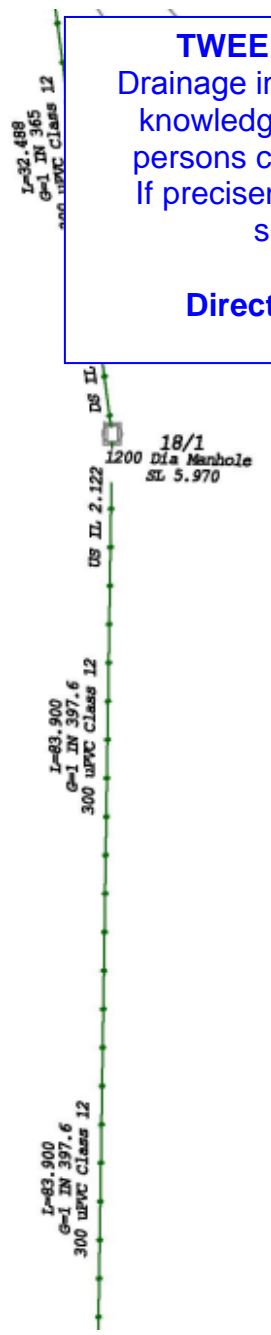
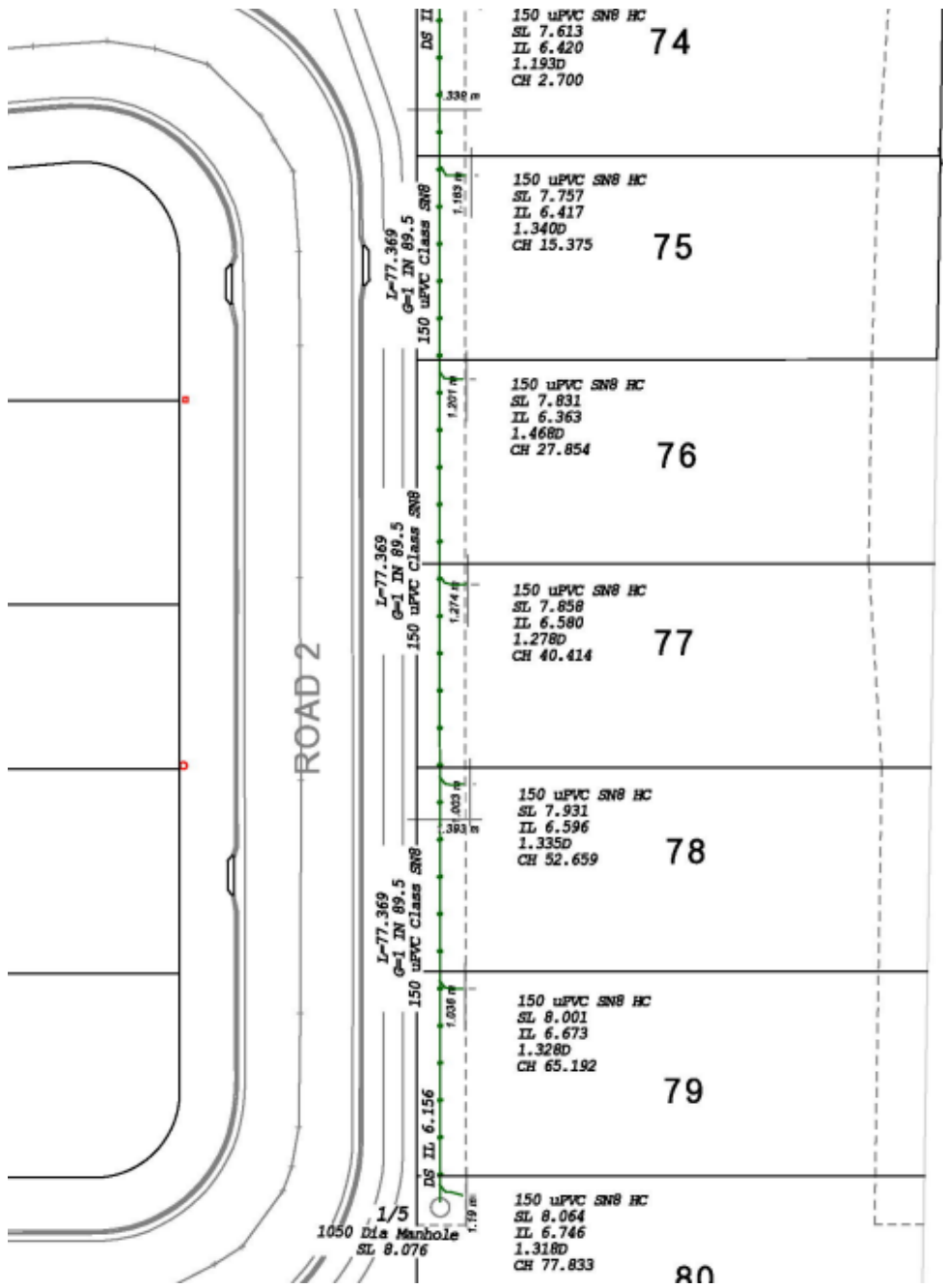
For further information regarding this matter please contact Council's Building and Environmental Health Unit.

Yours faithfully

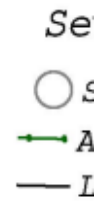
A handwritten signature in black ink, appearing to read "Marcela Lopez".

Marcela Lopez
ACTING MANAGER BUILDING AND ENVIRONMENTAL HEALTH

Enclosure



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



Sewer Network Report

