

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	LS Properties PO Box 90, Kingscliff NSW 2487 Email: leanne@lsproperties.com.au	Phone: 1300 067 177 Ref: Leanne Morris
co-agent		
vendor		
vendor's solicitor	SL Conveyancing Shop 15B/60 Marine Parade, Kingscliff NSW 2487 PO Box 1124, Kingscliff NSW 2487 Email: convey@slconveyancing.com.au	Phone: 02 6674 2161 Ref: TS:CONVEY:245135
date for completion	42nd day after the contract date (clause 15)	
land (address, plan details and title reference)	1 Lambent Avenue, Casuarina NSW 2487 Lot 65 in Deposited Plan 1191156 Folio Identifier 65/1191156	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input checked="" type="checkbox"/> air conditioning	<input checked="" type="checkbox"/> clothes line	<input checked="" type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood
	<input checked="" type="checkbox"/> blinds	<input checked="" type="checkbox"/> curtains	<input checked="" type="checkbox"/> insect screens	<input 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>_____</p> <p>Vendor</p> <p>_____</p> <p>Vendor</p>	<p>Signed by</p> <p>_____</p> <p>Purchaser</p> <p>_____</p> <p>Purchaser</p>
VENDOR (COMPANY)	PURCHASER (COMPANY)
<p>Signed by _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____ Signature of authorised person _____ Signature of authorised person</p> <p>_____ Name of authorised person _____ Name of authorised person</p> <p>_____ Office held _____ Office held</p>	<p>Signed by _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____ Signature of authorised person _____ Signature of authorised person</p> <p>_____ Name of authorised person _____ Name of authorised person</p> <p>_____ Office held _____ Office held</p>

Choices

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

NO yes

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

Manual transaction (clause 30)

NO yes

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

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

Land tax is adjustable

NO yes

GST: Taxable supply

NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply

NO yes

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

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

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

NO yes (if yes, vendor must provide details)

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

List of Documents

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

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

If you think that any of these matters affects the property, tell your solicitor.

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

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

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

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

1 Lambent Avenue, Casuarina NSW 2487

SPECIAL CONDITIONS TO A CONTRACT

1. COMPLETION DATE

- 1.1 If completion does not take place as provided herein then either party may forthwith give to the other 14 (fourteen) days notice in writing to complete and making time of the essence of this Contract. Neither party shall be entitled to object to the sufficiency or adequacy of the period of such notice and they hereby acknowledge that 14 (fourteen) days notice shall be sufficient and adequate as to time. The party that issues the Notice to complete shall be entitled to recover the fee of \$440.00 from the other party to cover the cost for issuing such Notice. The party that issues the Notice to Complete shall also be at liberty to withdraw such Notice and reissue another one at any time.

2. NO REPRESENTATIONS

- 2.1 The purchaser acknowledges that:
- (a) He has not been induced to enter into this Contract by any statement made or given by or on behalf of the vendor;
 - (b) He has relied entirely upon his own enquiries and inspection of the land in entering into this agreement;
 - (c) The property is purchased in its present state and condition;
 - (d) He agrees that he will not make any objection, requisition or claim for compensation nor delay settlement in relation to any of the foregoing matters.

3. DEMISE OF EITHER PARTY

- 3.1 If either party:
- (a) Shall die or become mentally incapacitated; or
 - (b) Being a natural person enter into a scheme of arrangement or composition with creditors or be made bankrupt; or
 - (c) Being a company, resolve to go into liquidation or have a petition for winding up presented or enter into any scheme of arrangement with creditors or if any liquidator, receiver or official manager shall be appointed.

THEN in any such event, then either party may rescind this agreement by notice in writing to the other party whereupon the terms of Clause 19 shall apply.

4. DEFAULT INTEREST

- 4.1 In the event that this contract for any reason other than default or delay on the part of the vendor is not completed on or before the settlement date initially provided for in the Contract (the original settlement date) then the purchaser shall compensate the vendor for the delay by paying interest on the balance purchase monies at the rate of 10% per annum calculated from the original settlement date up to the actual completion date, along with the other monies payable by the purchaser to the vendor on the completion date. It is agreed

that this amount is a genuine pre-estimate of the vendor's loss of interest on the purchase money and liability for rates and outgoings.

4.2 Nothing in this special condition shall in any way imply any obligation on the part of the vendor to grant an extension of time for the date of completion.

5. **INTRODUCTION BY AGENT**

5.1 The Purchaser warrants that except for the Real Estate Agent noted on the first page of this Contract, he has not been introduced to the property or to the Vendor by any other Estate Agent or employee of another Estate Agent and agrees to indemnify and keep indemnified the Vendor against all claims, actions, suits, demands, costs and expenses in relation to a breach of this warranty.

5.2 This special condition shall not merge on settlement.



FOLIO: 65/1191156

SEARCH DATE	TIME	EDITION NO	DATE
26/4/2024	12:00 PM	6	22/11/2021

LAND

LOT 65 IN DEPOSITED PLAN 1191156
AT CASUARINA
LOCAL GOVERNMENT AREA TWEED
PARISH OF CUDGEN COUNTY OF ROUS
TITLE DIAGRAM DP1191156

FIRST SCHEDULE

(T AR637722)

SECOND SCHEDULE (10 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 DP1027531 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (9) IN THE S.88B INSTRUMENT
- 3 DP1027531 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (10) IN THE S.88B INSTRUMENT
- 4 DP1027531 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (11) IN THE S.88B INSTRUMENT
- 5 DP1027531 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (12) IN THE S.88B INSTRUMENT
- 6 DP1191156 EASEMENT FOR DRAINAGE OF SEWAGE 3 AND 5 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 7 DP1191156 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (10) IN THE S.88B INSTRUMENT
- 8 DP1191156 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (11) IN THE S.88B INSTRUMENT
- 9 DP1191156 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (14) IN THE S.88B INSTRUMENT
- 10 AR637723 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

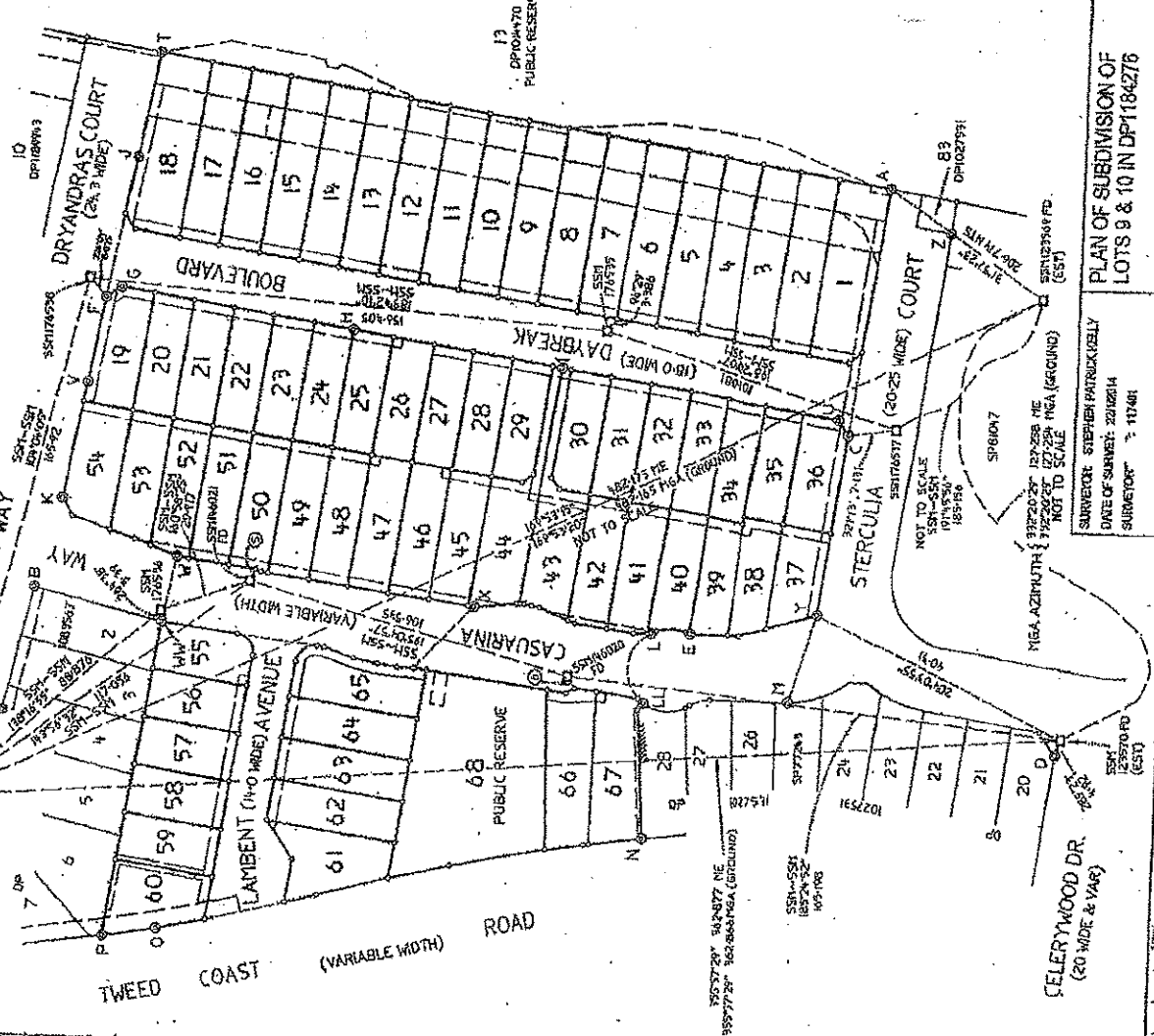
*** END OF SEARCH ***

245135

PRINTED ON 26/4/2024

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

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.



CURVED AND SHORT LINES

NO	BEARING	DIST	ARC	RADIUS
1	CD 2007	10778	M078	13
2	CD 2007	10785	M078	13
3	CD 2007	10792	M078	13
4	CD 2007	10799	M078	13
5	CD 2007	10806	M078	13
6	CD 2007	10813	M078	13
7	CD 2007	10820	M078	13
8	CD 2007	10827	M078	13
9	CD 2007	10834	M078	13
10	CD 2007	10841	M078	13
11	CD 2007	10848	M078	13
12	CD 2007	10855	M078	13
13	CD 2007	10862	M078	13
14	CD 2007	10869	M078	13
15	CD 2007	10876	M078	13
16	CD 2007	10883	M078	13
17	CD 2007	10890	M078	13
18	CD 2007	10897	M078	13
19	CD 2007	10904	M078	13
20	CD 2007	10911	M078	13
21	CD 2007	10918	M078	13
22	CD 2007	10925	M078	13
23	CD 2007	10932	M078	13
24	CD 2007	10939	M078	13
25	CD 2007	10946	M078	13
26	CD 2007	10953	M078	13
27	CD 2007	10960	M078	13
28	CD 2007	10967	M078	13
29	CD 2007	10974	M078	13
30	CD 2007	10981	M078	13
31	CD 2007	10988	M078	13
32	CD 2007	10995	M078	13
33	CD 2007	11002	M078	13
34	CD 2007	11009	M078	13
35	CD 2007	11016	M078	13
36	CD 2007	11023	M078	13
37	CD 2007	11030	M078	13
38	CD 2007	11037	M078	13

REFERENCE MARKS

CON	BEARING	DISTANCE	PLAN REF
D	104° 17' 10" N	27.25	DP102791

SEE SHEET 2 FOR LOTS 8-29, 44-54
 SEE SHEET 3 FOR LOTS 55-65 & 68
 SEE SHEET 4 FOR LOTS 1-7, 30-43, 66 & 67

SURVEILING AND SPATIAL INFORMATION REGULATIONS 2012 - CLAUSE 35(D)(3) AND 35(E)

MARK	2012 COORDINATES		CLASS	ORDER	METHOD	ORIGIN
	EASTING	NORTHING				
SS112569	4848024.872	860607.872	C	1	CADASTRAL TRAV.	SC115
SS112570	4848025.402	860608.402	C	1	CADASTRAL TRAV.	SC115
SS112571	4848025.932	860608.932	C	1	CADASTRAL TRAV.	SC115
SS112572	4848026.462	860609.462	C	1	CADASTRAL TRAV.	SC115
SS112573	4848027.000	860609.000	C	1	CADASTRAL TRAV.	SC115
SS112574	4848027.538	860609.538	C	1	CADASTRAL TRAV.	SC115
SS112575	4848028.076	860610.076	C	1	CADASTRAL TRAV.	SC115
SS112576	4848028.614	860610.614	C	1	CADASTRAL TRAV.	SC115
SS112577	4848029.152	860611.152	C	1	CADASTRAL TRAV.	SC115
SS112578	4848029.690	860611.690	C	1	CADASTRAL TRAV.	SC115

COMBINED SEA LEVEL AND SCALE FACTOR 0.99997
 SOURCE: IGA COORDINATES ADOPTED FROM IS115, DATED 23 OCTOBER 2013

PLAN OF SUBDIVISION OF LOTS 9 & 10 IN DP1184276

SURVEYOR: STEPHEN PATRICK KELLY
 DATE OF SURVEY: 22/06/14
 SURVEYOR: 117461

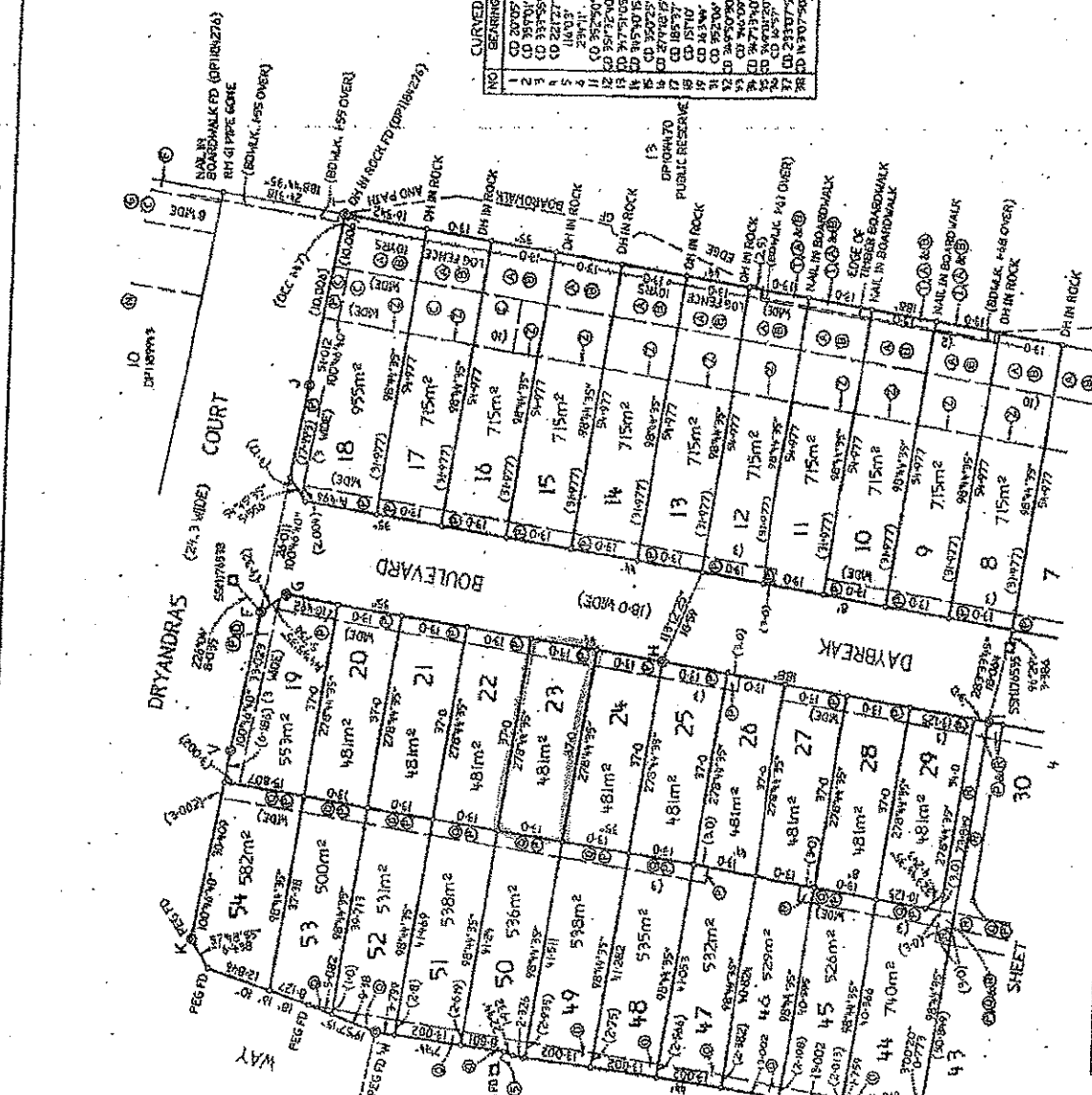
REGISTERED
 11.4.2014
 DP1191156

LOCALITY: CASUARINA
 SUBDIVISION: 804000
 Jergins are in italics. Robson's Rule 3: 100

REG: 134805 / DOG: 134805 / REV: 14-APR-2014 / STR: SC-OR / PLOT: 14-APR-2014 / PLAN: 1184276 / SHEET: 1 OF 4

CD	BEARING	DISTANCE	PLAN REF.
F	S89°17'55.8"	8.035	
G	S24°04'	3.459	
H	S25°03'	R.887	
I	S77°32'27"	3.802	
J	S0°00'00"	3.000	
K	S88°41'15"	4.818 & 19.725	
L	S88°41'15"	4.818	
M	S88°41'15"	4.818	
N	S88°41'15"	4.818	
O	S88°41'15"	4.818	
P	S88°41'15"	4.818	
Q	S88°41'15"	4.818	
R	S88°41'15"	4.818	
S	S88°41'15"	4.818	
T	S88°41'15"	4.818	
U	S88°41'15"	4.818	
V	S88°41'15"	4.818	
W	S88°41'15"	4.818	
X	S88°41'15"	4.818	
Y	S88°41'15"	4.818	
Z	S88°41'15"	4.818	

- ① EASEMENT FOR DRAINAGE OF SEWER 3 WIDE, 1.4 M, 10 WIDE
- ② EASEMENT FOR DRAINAGE OF WATER 10 WIDE, 20 M WIDE
- ③ EASEMENT FOR DRAINAGE OF WATER 10 WIDE, 20 M WIDE
- ④ EASEMENT FOR DRAINAGE OF WATER 10 WIDE, 20 M WIDE
- ⑤ EASEMENT FOR DRAINAGE OF WATER 10 WIDE, 20 M WIDE
- ⑥ EASEMENT FOR DRAINAGE OF WATER 10 WIDE, 20 M WIDE
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- ㉘ EASEMENT FOR DRAINAGE OF WATER 10 WIDE, 20 M WIDE
- ㉙ EASEMENT FOR DRAINAGE OF WATER 10 WIDE, 20 M WIDE
- ㉚ EASEMENT FOR DRAINAGE OF WATER 10 WIDE, 20 M WIDE
- ㉛ EASEMENT FOR DRAINAGE OF WATER 10 WIDE, 20 M WIDE
- ㉜ EASEMENT FOR DRAINAGE OF WATER 10 WIDE, 20 M WIDE
- ㉝ EASEMENT FOR DRAINAGE OF WATER 10 WIDE, 20 M WIDE
- ㉞ EASEMENT FOR DRAINAGE OF WATER 10 WIDE, 20 M WIDE
- ㉟ EASEMENT FOR DRAINAGE OF WATER 10 WIDE, 20 M WIDE
- ㊱ EASEMENT FOR DRAINAGE OF WATER 10 WIDE, 20 M WIDE
- ㊲ EASEMENT FOR DRAINAGE OF WATER 10 WIDE, 20 M WIDE
- ㊳ EASEMENT FOR DRAINAGE OF WATER 10 WIDE, 20 M WIDE
- ㊴ EASEMENT FOR DRAINAGE OF WATER 10 WIDE, 20 M WIDE
- ㊵ EASEMENT FOR DRAINAGE OF WATER 10 WIDE, 20 M WIDE
- ㊶ EASEMENT FOR DRAINAGE OF WATER 10 WIDE, 20 M WIDE
- ㊷ EASEMENT FOR DRAINAGE OF WATER 10 WIDE, 20 M WIDE
- ㊸ EASEMENT FOR DRAINAGE OF WATER 10 WIDE, 20 M WIDE
- ㊹ EASEMENT FOR DRAINAGE OF WATER 10 WIDE, 20 M WIDE
- ㊺ EASEMENT FOR DRAINAGE OF WATER 10 WIDE, 20 M WIDE



NO	BEARING	DIST	ARC	RADIUS
1	CD 20005	1078	1078	7285
2	CD 20005	1078	1078	7285
3	CD 20005	1078	1078	7285
4	CD 20005	1078	1078	7285
5	CD 20005	1078	1078	7285
6	CD 20005	1078	1078	7285
7	CD 20005	1078	1078	7285
8	CD 20005	1078	1078	7285
9	CD 20005	1078	1078	7285
10	CD 20005	1078	1078	7285
11	CD 20005	1078	1078	7285
12	CD 20005	1078	1078	7285
13	CD 20005	1078	1078	7285
14	CD 20005	1078	1078	7285
15	CD 20005	1078	1078	7285
16	CD 20005	1078	1078	7285
17	CD 20005	1078	1078	7285
18	CD 20005	1078	1078	7285
19	CD 20005	1078	1078	7285
20	CD 20005	1078	1078	7285
21	CD 20005	1078	1078	7285
22	CD 20005	1078	1078	7285
23	CD 20005	1078	1078	7285
24	CD 20005	1078	1078	7285
25	CD 20005	1078	1078	7285
26	CD 20005	1078	1078	7285
27	CD 20005	1078	1078	7285
28	CD 20005	1078	1078	7285
29	CD 20005	1078	1078	7285
30	CD 20005	1078	1078	7285

REGISTERED
 11.4.2014
 REGISTERED
 11.4.2014

LOK THED SIRE
 LOCALITY: CASUARINA
 SUBDIVISION NO: SC44003
 Length: arc is meters, Reduction: 1:500

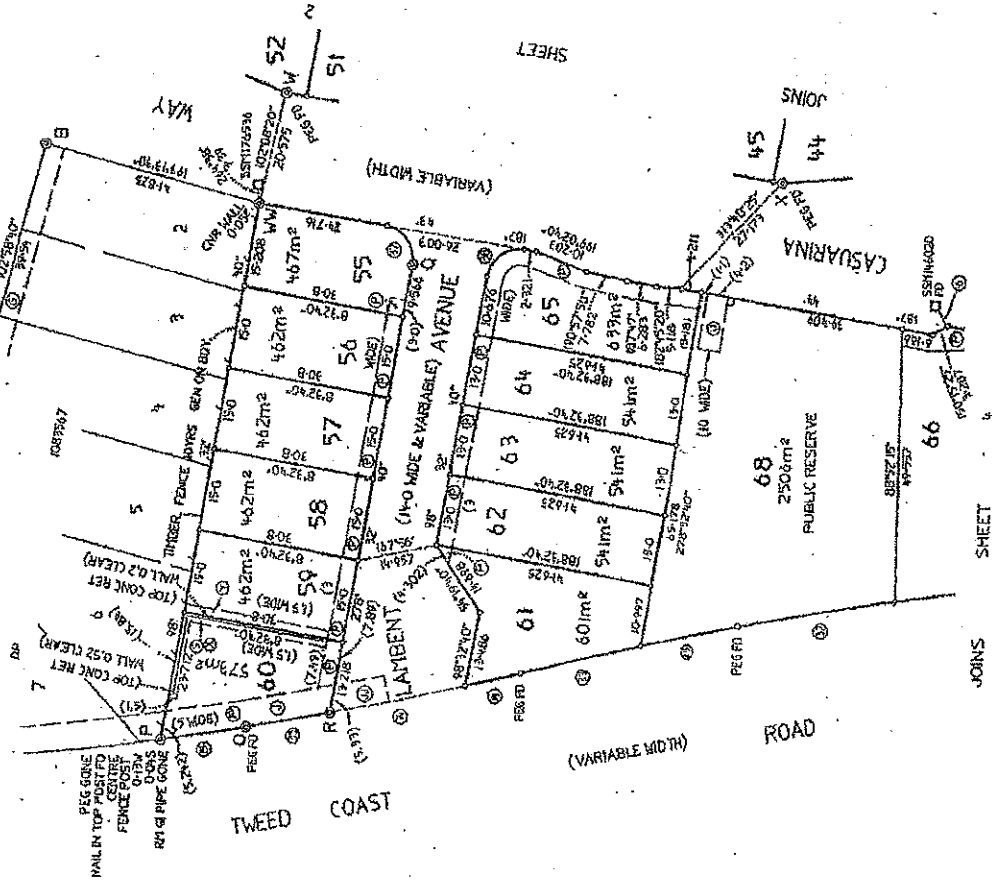
PLAN OF SUBDIVISION OF
 LOTS 9 & 10 IN DP1184276

SURVEYOR: STEPHEN PATRICK KELLY
 DATE OF SURVEY: 28/04/14
 SURVEY NO: 9/1170/1

DP1191156

WARNING: PRESENCE OF FOLLING HILLS PHOTO-RESISTANT

CASUARINA WAY
(VARIABLE WIDTH)



REFERENCE MARKS

CORNER	FRONT	BEARING	DISTANCE	PLAN REF
B	DHAM IN (AS) PD	202°34'20"	6.913	DP1184276
B	DHAM IN (AS) PD	185°28'50"	22.174	DP1184276
C	STAR P/NT PD	42°57'	22.165	DP1027731
D	DHAM IN (AS)	97°08'	3.816	
P	SEP (O-5 DEEP)	32°29'0"	2.444	
Q	DHAM IN (AS)	6°57'	10.451	
R	DHAM IN (AS)	70°12'0"	19.237	
S	DHAM IN (AS)	115°08'50"	27.05	
V	DHAM IN (AS) PD	180°16'	4.37 & 0.948	DP1083617
X	DHAM IN (AS) PD	180°08'50"	2.275 & 16.66	DP1184276
Y	DHAM IN (AS) PD	137°02'0"	5.795 & 22.034	DP1184276
VM	SSN176954	201°31'	3.79	

- ① EASEMENT FOR DRAINAGE OF WATER 5 METER (DRAINAGE)
- ② EASEMENT FOR SUPPORT 1.5 METER (SUPPORT)
- ③ EASEMENT FOR SUPPORT 1.5 METER (SUPPORT)
- ④ EASEMENT FOR MULTIPURPOSE ELECTRICAL INSTALLATION 1.0 METER
- ⑤ RESTRICTION ON THE USE OF LAND IS MADE
- ⑥ SECTION OF EASEMENT FOR DRAINAGE OF WATER 5 METER (DRAINAGE) TO BE RELEASED

CURVED AND SHORT LINES

NO	BEARING	DIST	ASC	TRADUS
1	CO 2005	1.078	1.078	13
2	CO 2005	10.945	10.945	13
3	CO 2005	10.945	0.775	13
4	CO 231277	2.023	2.023	13
5	CO 231277	3.944	3.944	13
6	CO 231277	4.314	4.314	13
7	CO 231277	17.425	17.425	7285
8	CO 231277	12.374	12.374	7285
9	CO 231277	10.945	10.945	7285
10	CO 231277	10.945	10.945	7285
11	CO 231277	10.945	10.945	7285
12	CO 231277	20.795	20.795	7285
13	CO 185937	17.74	17.74	13
14	CO 185937	1.6	1.6	13
15	CO 185937	1.721	7.905	13
16	CO 185937	1.721	7.905	13
17	CO 185937	1.721	7.905	13
18	CO 185937	1.721	7.905	13
19	CO 185937	1.721	7.905	13
20	CO 185937	1.721	7.905	13
21	CO 185937	1.721	7.905	13
22	CO 185937	1.721	7.905	13
23	CO 185937	1.721	7.905	13
24	CO 185937	1.721	7.905	13
25	CO 185937	1.721	7.905	13
26	CO 185937	1.721	7.905	13
27	CO 185937	1.721	7.905	13
28	CO 185937	1.721	7.905	13
29	CO 185937	1.721	7.905	13
30	CO 185937	1.721	7.905	13

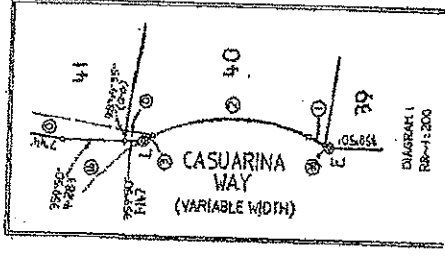
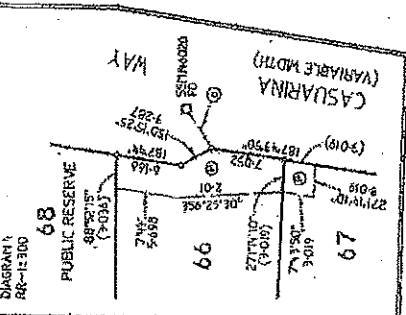
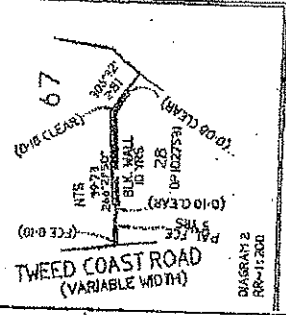
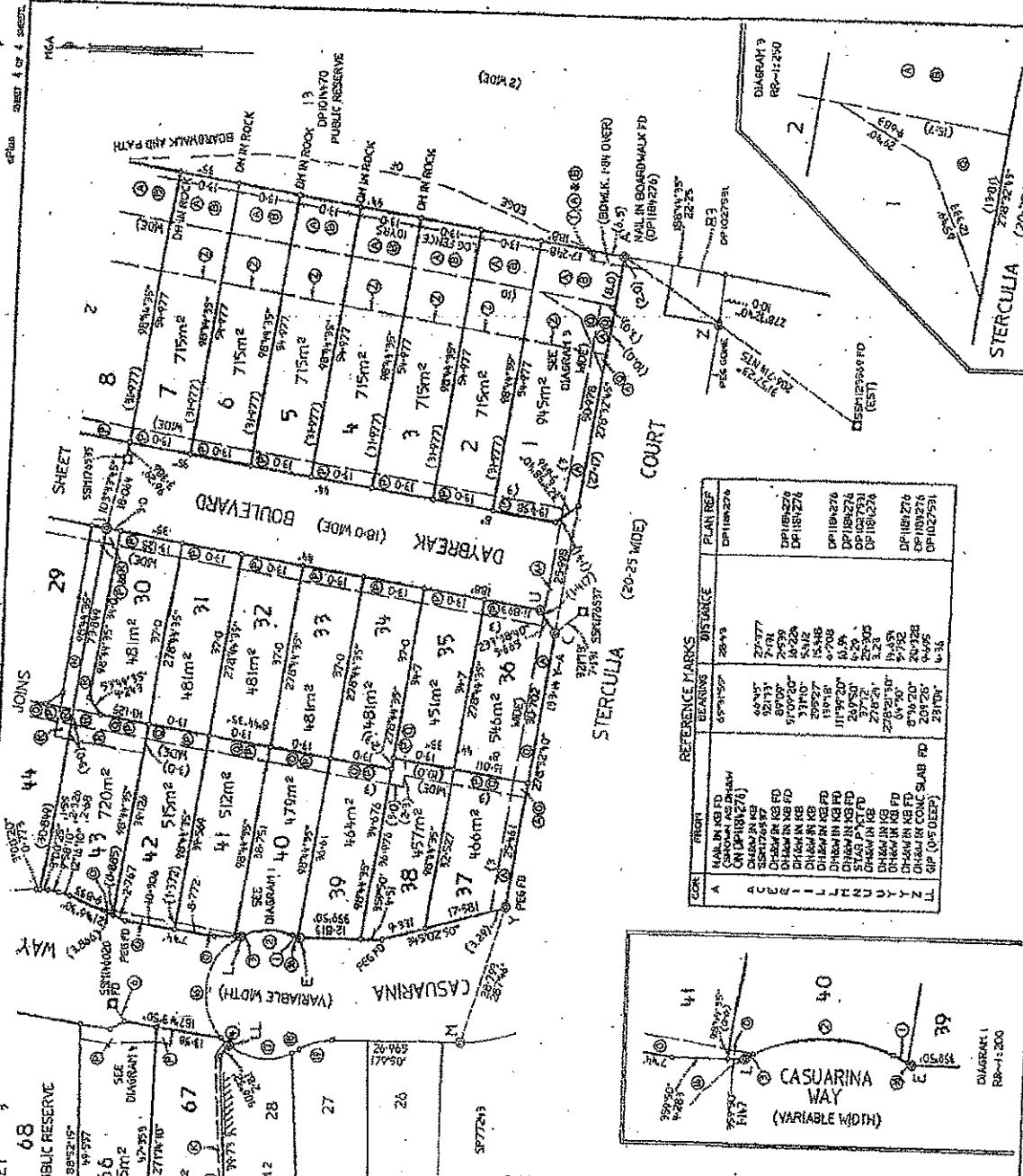
PLAN OF SUBDIVISION OF
LOTS 9 & 10 IN DP1184276

SURVEYOR: STEPHEN PATRICK KELLY
DATE OF SURVEY: 28/08/14
SURVEY NO: 17401

LOCALITY: CASUARINA
SUBDIVISION NO. SCHIMMOO
-appears on the map of the Tweed Coast Regional Council

REGISTERED
11.4.2014

DP1191156



CURVED AND SHORT LINES

NO.	BEARING	DIST.	ARC	ORDINATES
1	CD 320°50'	10.78	10.78	10.78
2	CD 334°29'	5.73	5.73	5.73
3	CD 22°02'	2.25	2.25	2.25
4	CD 163°01'	2.25	2.25	2.25
5	CD 231°17'	2.25	2.25	2.25
6	CD 342°50'	17.125	17.125	17.125
7	CD 311°42'40"	12.379	12.379	12.379
8	CD 29°25'05"	4.779	4.779	4.779
9	CD 45°10'15"	14.951	14.951	14.951
10	CD 282°32'27"	16.905	16.905	16.905
11	CD 169°37'	26.01	26.01	26.01
12	CD 327°02'	1.6	1.6	1.6
13	CD 163°14'	7.305	7.305	7.305
14	CD 352°04'	1.725	1.725	1.725
15	CD 343°11'	22.951	22.951	22.951
16	CD 367°13'10"	24.01	24.01	24.01
17	CD 345°01'27"	16.018	16.018	16.018
18	CD 163°01'	0.34	0.34	0.34
19	CD 163°07'30"	8.41	8.41	8.41

- ① EASTERN FENCE LINE FOR SEWAGE 1 WIDE 4 MIE, 10 MIE, 10 MIE
- ② VARIABLE WIDTH (DP 102751)
- ③ EASTERN FENCE LINE FOR WATER 10 MIE, 20 MIE
- ④ VARIABLE WIDTH (DP 102751)
- ⑤ EASTERN FENCE LINE FOR UNDERGROUND ELECTRICITY (SPECIFICATION 1.4.6) (DP 102751)
- ⑥ FENCE BOUNDARY ON THE USE OF LAMB MS. & 2.0 (DP 102751)
- ⑦ EASTERN FENCE LINE FOR SEWAGE 2 WIDE 15 MIE & VARIABLE WIDTH
- ⑧ EASTERN FENCE LINE FOR WATER 3 MIE & VARIABLE WIDTH
- ⑨ RIGHT OF FOOTWAY 2 MIE
- ⑩ RESTRICTION ON THE USE OF LAMB
- ⑪ SECTION OF FENCE LINE FOR SEWAGE 3 WIDE 4 MIE, 10 MIE, 10 MIE
- ⑫ VARIABLE WIDTH (DP 102751) TO BE RE-RELEASED

REFERENCE MARKS

MARK	BEARING	DISTANCE	PLAN REF.
A	65°15'57"	20.13	DP1184276
B	62°11'11"	27.97	DP1184276
C	69°02'	27.91	DP1184276
D	81°02'	27.91	DP1184276
E	91°02'30"	30.38	DP1184276
F	31°10'	54.12	DP1184276
G	29°52'	15.418	DP1184276
H	139°18'	4.708	DP1184276
I	113°32'20"	81.99	DP1184276
J	119°18'	4.708	DP1184276
K	37°32'	16.018	DP1184276
L	27°21'50"	27.820	DP1184276
M	64°30'	20.124	DP1184276
N	64°30'	19.120	DP1184276
O	251°01'	4.995	DP1184276
P	251°01'	4.995	DP1184276

PLAN OF SUBDIVISION OF LOTS 9 & 10 IN DP1184276

SURVEYOR: STERLING PATRICK REILLY
 DATE OF SURVEY: 22/10/14
 SURVEYOR: 1176/1

REGISTERED
 11.4.2014
 REGISTERED
 DP1191156

LOCALITY: CASUARINA
 SUBDIVISION NO: 804/1028
 Original and 10 copies to be lodged with the Registrar

ePlan

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

(Sheet 1 of 14 Sheets)

Plan: **DP1191156** Plan of Subdivision of Lot 9 in DP1184276 and Lot 10 in DP1184276
 Covered by subdivision Certificate No. **SC14/0003**
 Dated 21.3.2014

Full name and address of owner of the land: Villa World Developments Pty Ltd ACN 010 621 226
 Level 1 Oracle West
 19 Elizabeth Avenue
 Broadbeach Qld 4218

Full name and address of mortgagee of land: Australian and New Zealand Banking Group Limited
 ACN 005 357 522
 ANZ Centre Melbourne
 Level 9 839 Collins Street
 Docklands Vic 3008

Part 1 (Creation)

Number of item shown in the intention panel on the plan.	Identity of easement, profit a prendre, restriction of 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 for drainage of sewage 3 wide, 5 wide and variable width (P)	1- 67 (inclusive)	Tweed Shire Council
2	Easement for drainage of water 3 wide and variable width (Q)	1 19 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54	Tweed Shire Council 47-54 (inclusive) 37-46 (inclusive) 38-46 (inclusive) 39-46 (inclusive) 40-46 (inclusive) 41-46 (inclusive) 42-46 (inclusive) 43-46 (inclusive) 44, 45, 46 46, 46 46 47 47, 48 47, 48, 49 47-50 (inclusive) 47-51 (inclusive) 47-52 (inclusive) 47-53 (inclusive)
3	Right of carriage way variable width (R)	43 44	42, 44 42, 43
4	Easement for support 1.5 wide (S)	60	59
5	Right of Footway 2 wide (T)	1, 9 - 12 (inclusive)	Tweed Shire Council
6	Easement for multi-purpose electrical installation 10 wide (U)	68	Essential Energy
7	Restriction on Use of Land 1.5 wide (X)	60	59

M B Guinness

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

(Sheet 2 of 14 Sheets)

Plan:
DP1191156

Plan of Subdivision of Lot 9 in DP1184276 and Lot 10 in DP1184276
 Covered by subdivision Certificate No. 3014/0003

8	Restriction on Use of Land 1.5 wide (Y)	59	60
9	Restriction on Use of Land (Z)	1 - 18 (Inclusive)	Tweed Shire Council
10	Restriction on Use of Land	1 - 49 (Inclusive), 55 - 67 (Inclusive)	Tweed Shire Council
11	Restriction on Use of Land	1 - 67 (Inclusive)	Tweed Shire Council
12	Restriction on Use of Land	68 - 82 (Inclusive), 86 and 87	Tweed Shire Council
13	Restriction on Use of Land	42 - 44 (Inclusive)	Tweed Shire Council
14	Restriction on Use of Land	1 - 67 (Inclusive)	Each Lot

Part 1A (Release)

Number of Item shown in the intention panel on the plan.	Identity of easement, profit a prenda, restriction or positive covenant to be released and referred to in the plan.	Burdened lot(s) or parcel(s).	Benefited lot(s), road(s), bodies or Prescribed Authorities.
1	Easement for Drainage of Sewage 3 Wide, 6 Wide, 10 Wide & Variable Width (DP1027631) (AA)	That Part of 10/1184276 that is within Daybreak Boulevard	Tweed Shire Council
2	Easement for Drainage of Water 5 Wide (DP1083567) (JJ)	That Part of 9/1184276 That is within Lambert Avenue	Tweed Shire Council

Part 2 (Terms)

1. Terms of right of carriage way (R) numbered 3 in the plan

A right of carriageway as provided for in Part 1 of Schedule 8 to the Conveyancing Act 1919 as amended together with the following covenant:

The registered proprietors of the Benefited Lots and the Burdened Lot must maintain and share the costs of the repair and maintenance of the right of carriageway on an equal basis.

[Handwritten Signature]

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

aPlan

(Sheet 3 of 14 Sheets)

Plan:
DP1191156

Plan of Subdivision of Lot 9 in DP1184276 and Lot 10 in DP1184276

Covered by subdivision Certificate No. *SC14/0003*

2. Terms of easement for support (S) numbered 4 in the plan

- 2.1 The owner or occupier of the lot burdened must not interfere with the retaining wall or better or the support it offers or use it in a way which may detract from the stability or support provided.
- 2.2 The owner of the lot benefited may if at any time the stability of the retaining wall is threatened, enter upon the lot burdened and carry out repairs required to restore the stability and support provided by the retaining wall.

3. Terms of easement for multi-purpose electrical installation 10 wide (U) numbered 5 in the plan

Easement for multi-purpose electrical installation the terms of which are set out in Part C of Memorandum AG189384 as registered at LPI.

4. Terms of restriction on use (X) numbered 7 in the plan

- 4.1 No building work, filling or excavation of greater than 0.3 meters in vertical height shall be undertaken within the area designated (X) on the plan on each lot burdened.
- 4.2 The owner of the lot benefited may if at any time the stability of the retaining wall is threatened, enter upon the lot burdened and carry out repairs required to restore the stability and support provided by the retaining wall.

5. Terms of restriction on use (Y) numbered 8 in the plan

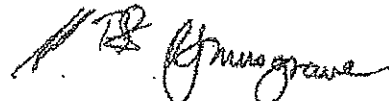
- 5.1 No building work, filling or excavation of greater than 0.3 meters in vertical height shall be undertaken within the area designated (Y) on the plan on each lot burdened without obtaining from a qualified engineer a certification that the building work or excavation will not discharge any load onto the adjacent retaining wall.
- 5.2 The owner of the lot benefited may if at any time the stability of the retaining wall is threatened, enter upon the lot burdened and carry out repairs required to restore the stability and support provided by the retaining wall.

6. Terms of restriction on use (Z) numbered 9 in the 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.

Terms of restriction on use numbered 10 in the plan

On each lot burdened no building, structure or other improvement shall be constructed or made unless it is designed and constructed in accordance with Australian Standard 3959: Construction of Buildings in Bush Fire-Prone Areas (AS3959) and in accordance with the guidelines set out in Planning for Bushfire Protection, published in 2006 by Planning NSW and the NSW Rural Fire Service.



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

Plan

(Sheet 4 of 14 Sheets)

Plan:
DP1191156

Plan of Subdivision of Lot 9 in DP1184278 and Lot 10 in
DP1184278
Covered by subdivision Certificate No. *SC14/2003*

Terms of restriction on use numbered 11 in the plan

- 8.1 Roof water from dwellings or structures must be discharged to an infiltration pit sized to accommodate the 3 month average recurrence interval storm.
- 8.2 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.

9. Terms of restriction on use numbered 12 in the plan

No residential building of two or more storeys is to be constructed on a lot burdened unless the residential building is designed and constructed to achieve the internal noise criterion for habitable rooms in accordance with Australian Standard AS3671:1989 "Acoustics - Road Traffic Noise Intrusion - Building Siting and Construction."

10. Terms of restriction on use numbered 13 in the plan

Vehicular access to and from Casuarina Way to each lot burdened is prohibited.

11. Terms of restriction on use numbered 14 in the plan

11.1 Definitions

- (1) "Approved State" means a mown, clean, neat and tidy state of appearance free of all accumulations of rubbish or waste material;
- (2) "ARC" or "Architectural Review Committee" means a committee nominated by Villa World from time to time;
- (3) "Architectural Design Regulations" means, those design and building standards issued by the ARC from time to time;
- (4) "Building Works" means any works or proposed works in respect of a Lot or Lots including without limitation proposed external construction, excavations, alterations, additions, the erection of plant and equipment, antennas, aerials and the like, extensions and repairs whether to dwellings or associated structures or buildings, or fences, retaining walls, exterior lighting, clothes lines, driveways or recreational facilities. It includes landscaping and tree planting, painting, repainting and the erection of outdoor structures;
- (5) "Consolidation" means a proposal by a proprietor of a Lot to consolidate that Lot with one or more other Lots as one land title;
- (6) "Development Application" means an application to the Relevant Authority for development consent in respect of a Lot;

[Handwritten Signature]

ePlan

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

(Sheet 5 of 14 Sheets)

Plan:
DP1191156

Plan of Subdivision of Lot 9 in DP1184276 and Lot 10 in DP1184276

Covered by subdivision Certificate No. *SL14/0003*

(7)

"Design and Building Standards" means in relation to the Main Dwelling and other structures:

- (a) a maximum height of 2 storeys and in any event the height of the upper most point on the dwelling is not to exceed 9.0 meters with a maximum height to wall plate being 8.5 meters;
- (b) roofing only of matt finished flat or corrugated profiled metal deck (eg. copper, zinc or colourbond) or flat shingle profile tiles
- (c) minimum eaves overhang of 600 mm unless otherwise approved by the ARO;
- (d) no curved or undulating parapets;
- (e) external walls of the 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;
 - (v) timber boards or plywood with a painted, stained or untreated finish (eg. weathertex, shadow clad or similar); or
 - (vi) feature masonry permitted on the facade provided it does not dominate the facade.
- (f) external wall controls only of:
 - (i) plain or painted brickwork not to exceed 60% of wall surfaces and excluded from the front facade unless feature brick is used;
 - (ii) metal deck cladding not to exceed 30% of wall surfaces and excluded from the front facade only with ARO approval;
 - (iii) stone and/or tile cladding not to exceed 20% of wall surfaces and limited to 20% of front facade; or
 - (iv) a single material must not cover the full extent of an elevation.

P B Dringrave

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

aPlan

(Sheet 6 of 14 Sheets)

Plan:

DP1191156

Plan of Subdivision of Lot 9 in DP1184276 and Lot 10 in DP1184276

Covered by subdivision Certificate No. 52440003

- (g) external colours should be synonymous with the coastal surroundings and vegetated landscape. Light and dark colours are to be used together, generally darker colours to the base with lighter colours above.
- (h) ground floor windows and verandahs suitably screened by dense landscaping or screen fencing to a height of 1.8 meters.
- (i) direct overlooking between buildings is to be minimised by building layout, location and design of windows and balconies, screening devices and landscaping.
- (j) landscaping and plant controls of:
 - (i) landscaping and gardens should be consistent with the Casuarina Beach locality;
 - (ii) gardens must be landscaped to a suitable standard within 3 months of occupancy;
 - (iii) planting should be of primarily native species;
 - (iv) plant material including trees with potential to become environmental weeds must not be planted.
- (k) garage controls of:
 - (i) where possible, garages to be located so that they are visually unobtrusive from the street;
 - (ii) minimum set-back for garage from the street front boundary is 5.5 meters;
 - (iii) minimum of 2 car spaces for a Lot and of these at least 1 must be covered;
- (l) driveway controls of:
 - (i) not more than 1 driveway and crossover for each Lot, no wider than 4 metres at the street boundary;
 - (ii) driveways to be located in accordance with the parking provision plan approved by Tweed Shire Council for the subdivision;
 - (iii) driveways finished only with:
 - a. masonry/clay pavers;



ePlan

Instrument setting out terms of Easements or Profits a Prendre intended to be created or released and of Restrictions on the Use of the Land or Positive Covenants intended to be created pursuant to Section 89B Conveyancing Act 1919

(Sheet 7 of 14 Sheets)

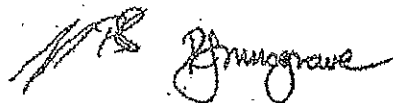
Plan:

DP1191156

Plan of Subdivision of Lot 9 in DP1184276 and Lot 10 in DP1184276

Covered by subdivision Certificate No. SC14/0003

- b. exposed aggregate concrete finish;
 - c. permeable driveways are encouraged;
 - d. coloured concrete inserts.
- (m) outdoor structure controls of:
- (i) outdoor structures including pergolas, gazebos and storage sheds must be constructed in materials to complement the Main Dwelling however solid masonry is not permitted;
 - (ii) open side pergolas may only be built to the boundary if they are no greater than 6 metres in length and do not obstruct a neighbours view.
- (n) fencing controls of:
- (i) to a street front boundary: front and return fences to maximum height of 1.5 metres with a maximum solid fence height of 600mm; above the solid wall the fence is to have a minimum openness ratio of 60%. Fencing should be softened through the use of landscaping;
 - (ii) to a side boundary: fences to a maximum height of 1.5 metres from the street front boundary line to the building line and 2.0 metres for the remaining length of the Lot, constructed only of timber, brushwood or masonry;
 - (iii) to a rear boundary: fencing is to be a maximum height of 2.0 metres and constructed of timber, brushwood and masonry;
 - (iv) to a corner lot fence: fencing to a secondary street boundary on a corner lot must not be greater than 1.8 metres high, to a maximum of 75% solid construction and be built from timber, brushwood or masonry.
- (o) ancillary structures: solar hot water systems, solar panels, antennas, satellite dishes, air conditioners and other ancillary structures must be designed to be an integral part of the Main Dwelling and hidden from view from surrounding properties where possible.



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

sPlan

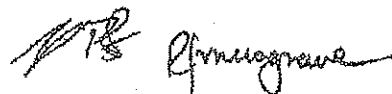
(Sheet 8 of 14 Sheets)

Plan:
DP1191156

Plan of Subdivision of Lot 9 in DP1184276 and Lot 10 in DP1184276

Covered by subdivision Certificate No. SK14/0003

- (p) stormwater treatment:
- (i) all Lots must comply with the Basic requirements stipulated by the Tweed Shire Council and the NSW State Government;
 - (ii) It is preferred that dwellings store rainwater within tanks for the purpose of re-use for household applications or irrigation of landscaping;
 - (iii) all Lots must provide for an onsite stormwater infiltration system and structure levels within the site so as to cater for overland flow and surcharge flow from the infiltration pit to the street and away from the house and adjoining properties in accordance with Tweed Shire Council policies;
- (8) "Lot" means a lot in the Plan;
- (9) "Main Dwelling" means the principal residence constructed or to be constructed on a Lot;
- (10) "Plan" means the plan of subdivision to which this instrument relates;
- (11) "Relevant Authority" means the authority that has the power to give development consent in respect of a Lot.
- (12) "Required Documents" means 2 copies of the following completed documents, and any other documents requested by the ARC:
- (a) Sketch review application form as nominated by Villa World from time to time;
 - (b) Schematic design drawings including a site plan to scale 1:200 showing:
 - Northpoint;
 - Property lines with metres 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



Instrument setting out terms of Easements or Profits a Prendre intended to be created or released and of Restrictions on the Use of the Land or Positive Covenants intended to be created pursuant to Section 85B Conveyancing Act 1919

ePlan

(Sheet 9 of 14 Sheets)

Plan:
DP1191156

Plan of Subdivision of Lot 9 in DP1184276 and Lot 10 in DP1184276

Covered by subdivision Certificate No. SC14/0003

walls where relevant;

- (c) Floor plans and roof plans (to scale 1: 100);
 - (d) Building elevations and/or sections (scale 1: 100) showing external materials and colours to be used (including descriptions of materials used);
 - (e) Floor to floor / ceiling heights, height to eaves and overall height from natural ground level; and
 - (f) Roof form and pitches
 - (g) Detailed landscaping plan.
- (13) "Subdivision" means the subdivision of a Lot by a plan creating more than one lot;
- (14) "Variation" means consent by the ARC to Building Works which are inconsistent with a previous approval given by the ARC;
- (15) "Villa World" means Villa World Developments Pty Ltd ACN 010 621 228.

11.2 Restriction

- (1) No Development Application may be made without the prior written approval of the ARC.
- (2) No Building Works may be commenced on a Lot without the prior written approval of the ARC, which consent may be given, given on conditions, or refused in the absolute discretion of the ARC. The ARC will not unreasonably withhold its consent if the Building Works comply with the Design and Building Standards and any design guidelines published by the ARC from time to time.
- (3) Building Works must not differ from works approved by the ARC without a Variation which may be approved or refused by the ARC in its absolute discretion.
- (4) No Consolidation or Subdivision may take place without the prior written approval of the ARC in its absolute discretion.
- (6) No application for consent of the ARC in respect of Building Works may be made without that application being accompanied by the Required Documents.
- (7) No advertisement, hoarding, sign or similar structure may be erected or remain on a Lot or on a building erected on a Lot other than one (1) "for sale" sign or a builder's sign either of which is to be no larger than one (1) metre by 75cm without the written consent of the ARC.

P. B. Smuggare

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

ePlan

(Sheet 10 of 14 Sheets)

Plan:

DP1191156

Plan of Subdivision of Lot 9 in DP1184276 and Lot 10 in DP1184276

Covered by subdivision Certificate No. SC14/2003

- (8) 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.
- (9) No Lot may be kept other than in an Approved State nor may any material be stored on a vacant Lot without the written approval of the ARC in its absolute discretion.
- (10) No person may live in any temporary structure or caravan on a Lot at any time or in any part of a Main Dwelling during its construction.
- (11) No caravan, trailer, commercial vehicle or boat may be parked on a street, footpath or driveway.
- (12) No caravan, trailer, commercial vehicle or boat may remain on a Lot unless it is screened and stored in a manner consistent with the design of the Main Dwelling to the satisfaction of the ARC in its absolute discretion.
- (13) No person shall conduct repairs or restorations to any motor vehicle, boat, caravan, trailer or other vehicle except within the garage of the burdened lot.
- (14) No clothesline shall be erected unless it is screened from view from the street frontage.
- (15) No sand, soil or gravel or other material may be excavated from a Lot except as approved by the ARC in its absolute discretion.
- (16) No plants listed herein shall be planted or grown on each lot burdened:

Trees

<i>Botanical Name</i>	<i>Common Name</i>
Acacia saligna	Golden Wreath
Cinnamomum camphora	Wattle
Erythrina x sykesii	Camphor Laurel
Ficus elastica	Coral Tree
Ficus hillii	Rubber Tree
Melealeuca leucadendron	Small Fruited Fig
Schefflera actinophylla	Weeping Paperbark
Spathodea campanulata	Umbrella Tree
	African Tulip Tree

Shrubs

<i>Botanical Name</i>	<i>Common Name</i>
Acacia podalyrifolia	Queensland Silver Wattle
Baccharis halimifolia	Groundsel Bush
Grevillea banksii	Red Flowering Silky Oak

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

ePlan

(Sheet 11 of 14 Sheets)

Plan:

DP1191156

Plan of Subdivision of Lot 9 in DP1184276 and Lot 10 in DP1184276
 Covered by subdivision Certificate No. **544/10003**

Lantana camara
 Leptospermum laevigatum
 Ochna serrulata
 Senna floribunda
 Senna pendula
 Solanum mauritianum

Lantana
 Coast Teatree
 Ochna
 Smooth Senna
 Winter Senna
 Wild Tobacco Bush

Grass

Botanical Name

Andropogon virginicus
 Axonopus affinis
 Axonopus compressus
 Cynchrus echinatus
 Chloris gayana
 Digitaria ciliaris
 Digitaria violascens
 Eleusine indica
 Eragrostis tenuifolia
 Melinis minutifolia
 Melinis repens
 Panicum maximum
 Paspalum notatum
 Paspalum urvillei
 Paspalum wettenii
 Pennisetum purpureum
 Setaria sphacelata
 Sporobolus indicus var. capensis
 Stenotaphrum secundatum
 Urochloa decumbens

Common Name

Whiskey Grass
 Narrow Leaved
 Carpet Grass
 Broad Leaved Carpet Grass
 Messman River Grass
 Rhodes Grass
 A Summer Grass
 Crowsfoot Grass
 Elastic Grass
 Molasses Grass
 Red Natal Grass
 Guinea Grass
 Bahia Grass
 Vasey Grass
 Broad Leaved Paspalum
 Elephant Grass
 South African Pigeon Grass
 Paramatta Grass
 Buffalo Grass
 Signal Grass

Herb/Forb

Botanical Name

Ageratina adenophora
 Ageratina riparium
 Ageratum housonianum
 Amaranthus viridis
 Ambrosia artemisiifolia
 Bidens pilosa
 Bryophyllum delagoense
 Bryophyllum pinnatum
 Cakile edentula
 Chamaesyce nutans
 Chamaesyce supina
 Chrysanthemoides monillifera
 subsp. rotundata
 Conyza albida
 Conyza bonariensis

Common Name

Crofton Weed
 Mistflower
 Blue Billygoat Weed
 Green Amaranth
 Annual Ragweed
 Farmer's Friends
 Mother of Millions
 Resurrection Plant
 American Sea
 Rocket
 Red Caustic Weed
 Bitou Bush
 A Fleabane
 Flaxleaf Fleabane

TR Donoghue

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

(Sheet 12 of 14 Sheets)

Plan: Plan of Subdivision of Lot 9 in DP1184276 and Lot 10 in
DP1184276
Covered by subdivision Certificate No. SC14/0003

DP1191156

<i>Conyza parva</i>	A Fleabane
<i>Cosopsis lanceolata</i>	Coreopsis
<i>Cornopus didymus</i>	Lesser Swinegrass
<i>Crassoscephalum crepidioides</i>	Thickhead
<i>Crotalaria incana</i>	Wolly Rattlepod
<i>Crotalaria lanceolata</i>	A Rattlepod
<i>Euphorbia cyathophora</i>	Painted Spurge
<i>Gloriosa superba</i>	Gloriosa
<i>Gomphocarpus fruticosus</i>	Narrow Leaved Cotton Bush
<i>Helianthus tuberosus</i>	Jerusalem Artichoke
<i>Hydrocotyle bonariensis</i>	A Pennywort
<i>Hypochaeris radicata</i>	Catsear
<i>Lotononis bainesii</i>	Lotononis
<i>Oenothera drummondii</i>	Beach Evening Primrose
<i>Oenothera indecora</i> subsp. <i>bonariensis</i>	Small Flowering Evening Primrose
<i>Oenothera mollissima</i>	An Evening Primrose
<i>Oenothera stricta</i>	Sweet Scented Evening Primrose
<i>Oxalis species A</i>	A Wood Sorrel
<i>Phyllanthus tenellus</i>	
<i>Phytolacca octandra</i>	Inkweed

- (17) No person shall occupy a Lot unless curtains or blinds are installed to all street facing windows in the Main Dwelling.
- (18) No person shall use any lot burdened for the purpose of a builder's display home without the written consent of Villa World which may be withheld or be approved on conditions in the absolute discretion of Villa World.
- (19) For the benefit of any adjoining land owned by Villa World, but only during the ownership thereof by Villa World, 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 Villa World provided that such consent shall not be withheld if:
- (a) such fence is erected without expense to Villa World; and
 - (b) such fence has been approved by the ARC.

Name of person empowered to release, vary or modify easement numbered 1, 2, 3, 4, 5 in the plan

Tweed Shire Council

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

ePlan

(Sheet 13 of 14 Sheets)

Plan: DP1191156 Plan of Subdivision of Lot 9 in DP1184276 and Lot 10 in DP1184276
Covered by subdivision Certificate No. SC440003

Name of person empowered to release, vary or modify easement numbered 6 in the plan

Essential Energy

Name of person empowered to release, vary or modify restriction numbered 7, 8, 9, 10, 11, 12 and 13 in the plan

Tweed Shire Council

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

Villa World Developments Pty Ltd ACN 010 621 226

Raymond Musgrave
[Signature]
Tweed Shire Council
Authorized Officer

[Signature]
Signature of Witness
Stephen Kelly
Name of Witness
22 Anderson Ave
Ashgrove
Brisbane, QLD 4060
Address of Witness

Executed by Villa World Developments Pty Ltd ACN 010 621 226 by its duly authorized attorney under power of attorney Book 4862 No 740 in the presence of in accordance with section 127 Corporations Act

[Signature]
Signature of attorney Director
BRADLEY JAMES SCALE
Name of attorney Director

~~Signature of Witness~~
~~Name of Witness~~
~~Address of Witness~~

[Signature]
Signature of Director
Scott Russell BAUTEN
Name of Director

[Signature]


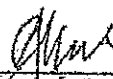
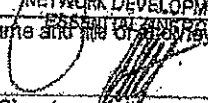
Instrument setting out terms of Easements or Profits a Prendre intended to be created or released and of Restrictions on the Use of the Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919


sPlan

(Sheet 14 of 14 Sheets)

Plan: DP1191156 Plan of Subdivision of Lot 9 in DP1184276 and Lot 10 in DP1184276
Covered by subdivision Certificate No. SC1410003
Dated 21.3.2014


Executed by Essential Energy by its duly authorised person under power of attorney Book 4641 No 640 in the presence of

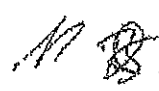
	
Name of Witness	Signature of attorney
g Butler Street Red Hill Macquarie NSW 2444	GENERAL MANAGER NETWORK DEVELOPMENT ESSENTIAL ENERGY
Address of Witness	Name and title of attorney
	
	Signature of attorney
	KEN STONES STREET CHIEF ENGINEER ESSENTIAL ENERGY
	Name and title of attorney


Mortgagee
RICH MUNDHRA
MANAGER

Australian and New Zealand Banking Group
Limited ACN 005 357 622
by its attorney under
Power of Attorney Book 4376
No. 410 in the presence of:


Jonathan Kent Percy
Solicitor

REGISTERED  11.4.2014




PLAN FORM 6 (2013)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 6 sheet(s)

Registered:  11.4.2014
 Title System: TORRENS
 Purpose: SUBDIVISION

Office Use Only

Office Use Only

DP1191156

PLAN OF SUBDIVISION OF LOTS 9 AND 10 IN DP1184276.

LGA: TWEED
 Locality: CASUARINA
 Parish: CUDGEN
 County: ROUS

Crown Lands NSW/Western Lands Office Approval

I, Raymond Musgrove (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.

Signature: _____
 Date: _____
 File Number: _____
 Office: _____

Survey Certificate

I, STEPHEN PATRICK KELLY
 of RPS AUSTRALIA EAST PTY LTD
 PO Box 1048, Robina DC, QLD, 4228

a surveyor registered under the Surveying and Spatial Information Act 2002, certify that:

*(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on 22-1-2014

*(b) The part of the land shown in the plan (~~being/excluding~~ the part not surveyed) was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on _____ the part not surveyed was completed in accordance with that Regulation.

*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012.

Signature: [Signature] Dated: 7/2/2014

Surveyor ID: 447404 8305

Datum Line: SSM123 509-SSM123 570

Type: *Urban / *Rural

The terrain is *Level-Undulating / *Steep-Mountainous.

*Strike through if inapplicable.

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

Subdivision Certificate
 I, Raymond Musgrove "Authorised Person" General Manager, Accredited Certifier, certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.

Signature: [Signature]
 Accreditation number: _____
 Consent Authority: Tweed Shire Council
 Date of endorsement: 21/3/2014
 Subdivision Certificate number: SC14/0003
 File number: DA11/0444

*Strike through if inapplicable.

Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.

IT IS INTENDED TO DEDICATE DAYBREAK BOULEVARD AND LAMBENT AVENUE TO THE PUBLIC AS PUBLIC ROAD.

IT IS INTENDED TO DEDICATE LOT 68 AS PUBLIC RESERVE.

Plans used in the preparation of survey/compilation.
 DP1184276

If space is insufficient continue on PLAN FORM 6A

Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

Surveyor's Reference: 117401


ePlan



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


(Sheet 14 of 14 Sheets)

Plan: DP1191156 Plan of Subdivision of Lot 9 in DP1184276 and Lot 10 in DP1184276
Covered by subdivision Certificate No. SC14/0003
Dated 21.3.2014

Executed by Essential Energy by its duly authorised person under power of attorney Book 4641 No 640 in the presence of


Signature of Witness
DIVISIONAL ASSISTANT
ESSENTIAL ENERGY
Name of Witness
8 Buller Street
Port Macquarie NSW 2444
Address of Witness

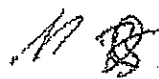

Signature of attorney
GENERAL MANAGER
NETWORK DEVELOPMENT
ESSENTIAL ENERGY
Name and title of attorney

Signature of attorney
KEN STONESTREET
CHIEF ENGINEER
ESSENTIAL ENERGY
Name and title of attorney


Mortgagee
RICH MUNDHRA
MANAGER

Australian and New Zealand Banking Group
Limited ACN 006 367 622
by its attorney under
Power of Attorney Book 4376
No. 410 in the presence of:


Jonathan Kent Percy
Solicitor

REGISTERED  11.4.2014



PLAN FORM 6 (2013)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 6 sheet(s)

Registered:  11.4.2014

Office Use Only

Office Use Only

Title System: TORRENS

DP1191156

Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF LOTS 9 AND 10 IN DP1184276.

LGA: TWEED

Locality: CASUARINA

Parish: CUDGEN

County: ROUS

Crown Lands NSW/Western Lands Office Approval

..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.

Signature:
 Date:
 File Number:
 Office:

Survey Certificate

I, STEPHEN PATRICK KELLY
 of RPS AUSTRALIA EAST PTY LTD
 PO Box 1046, Robina DC, QLD, 4226

a surveyor registered under the Surveying and Spatial Information Act 2002, certify that:

* (a) The land shown in this plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on 22-1-2014

* (b) The part of the land shown in the plan (being/excluding

 was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on the part not surveyed was compiled in accordance with that Regulation.

* (c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012.

Signature:  Dated: 7/2/2014

Surveyor ID: 44744 8305
 Datum Line: SSM123 569-SSM123 670

Type: *Urban / *Rural

The terrain is *Level-Undulating / *Steep-Mountainous.

*Strike through if inapplicable.

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

Subdivision Certificate

I, Raymond Musgrave
 *Authorised Person/General Manager/Accredited Certifier, certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.

Signature: R Musgrave

Accreditation number:

Consent Authority: Tweed Shire Council

Date of endorsement: 21/3/2014

Subdivision Certificate number: SC14/0003

File number: DA110444

*Strike through if inapplicable.

Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.

IT IS INTENDED TO DEDICATE DAYBREAK BOULEVARD AND LAMBENT AVENUE TO THE PUBLIC AS PUBLIC ROAD.

IT IS INTENDED TO DEDICATE LOT 68 AS PUBLIC RESERVE.

Plans used in the preparation of survey/compilation.

DP1184276

If space is insufficient continue on PLAN FORM 6A

Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A


Surveyor's Reference: 117401

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 6 sheet(s)

Registered:  11.4.2014

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOTS 9 AND 10
IN DP1184276.

DP1191156

Subdivision Certificate number: 504/0003
Date of Endorsement: 21/3/2014

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

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

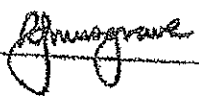
1. EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE, 5 WIDE & VARIABLE WIDTH (P)
2. EASEMENT FOR DRAINAGE OF WATER 3 WIDE & VARIABLE WIDTH (Q)
3. RIGHT OF CARRIAGE WAY VARIABLE WIDTH (R)
4. EASEMENT FOR SUPPORT 1.5 WIDE (S)
5. RIGHT OF FOOTWAY 2 WIDE (T)
6. EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION 10 WIDE (U)
7. RESTRICTION ON THE USE OF LAND 1.5 WIDE (X)
8. RESTRICTION ON THE USE OF LAND 1.5 WIDE (Y)
9. RESTRICTION ON THE USE OF LAND (Z)
10. RESTRICTION ON THE USE OF LAND
11. RESTRICTION ON THE USE OF LAND
12. RESTRICTION ON THE USE OF LAND
13. RESTRICTION ON THE USE OF LAND
14. RESTRICTION ON THE USE OF LAND

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

1. EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE, 6 WIDE, 10 WIDE & VARIABLE WIDTH (DP1027531) (AA)
2. EASEMENT FOR DRAINAGE OF WATER 5 WIDE (DP1083557) (JJ)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 117401




PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 3 of 6 sheet(s)

Registered:  11.4.2014

Office Use Only

Office Use Only

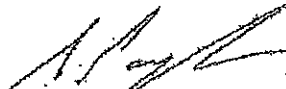
PLAN OF SUBDIVISION OF LOTS 9 AND 10
IN DP1184276.

DP1191156


Subdivision Certificate number: SC11/0003
Date of Endorsement: 21/3/2014

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 80(a) SSF Regulation 2012
 - Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
 - Signatures and seals - see 195D Conveyancing Act 1919
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

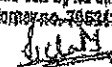
Executed by Villa World
Developments Pty Ltd.
ACN 610 621 226 in
accordance with
section 127 Corporations
Act:

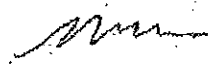

Signature of Director

SCOTTRUSSELL PATTEN
Name of Director


Signature of Director

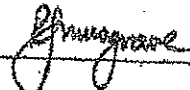
BRADLEY JAMES SCALE
Name of Director

Australia and New Zealand Banking Group Limited
A.C.N. 005 357 622 by its authority under
Power of Attorney No. 795213318 Book 4376 No. 410
Manager  RICHIA MUNDHRA
in the presence of:


Jonathan Kent Percy
Solicitor

If space is insufficient use additional annexure sheet

Surveyor's Reference: 117401




PLAN FORM 9A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 4 of 6 sheet(s)

Office Use Only
 Registered:  11.4.2014

Office Use Only

PLAN OF SUBDIVISION OF LOTS 9 AND 10
 IN DP1184276.

DP1191156

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

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

Subdivision Certificate number: SC1110003
 Date of Endorsement: 21/3/2014

Lot	Street Number	Street Name	Street Type	Locality
1	1	Daybreak	Boulevard	Casuarina
2	3	Daybreak	Boulevard	Casuarina
3	5	Daybreak	Boulevard	Casuarina
4	7	Daybreak	Boulevard	Casuarina
5	9	Daybreak	Boulevard	Casuarina
6	11	Daybreak	Boulevard	Casuarina
7	13	Daybreak	Boulevard	Casuarina
8	15	Daybreak	Boulevard	Casuarina
9	17	Daybreak	Boulevard	Casuarina
10	19	Daybreak	Boulevard	Casuarina
11	21	Daybreak	Boulevard	Casuarina
12	23	Daybreak	Boulevard	Casuarina
13	25	Daybreak	Boulevard	Casuarina
14	27	Daybreak	Boulevard	Casuarina
15	29	Daybreak	Boulevard	Casuarina
16	31	Daybreak	Boulevard	Casuarina
17	33	Daybreak	Boulevard	Casuarina
18	35	Daybreak	Boulevard	Casuarina
19	2	Daybreak	Boulevard	Casuarina
20	4	Daybreak	Boulevard	Casuarina
21	6	Daybreak	Boulevard	Casuarina
22	8	Daybreak	Boulevard	Casuarina
23	10	Daybreak	Boulevard	Casuarina
24	12	Daybreak	Boulevard	Casuarina
25	14	Daybreak	Boulevard	Casuarina
26	16	Daybreak	Boulevard	Casuarina
27	18	Daybreak	Boulevard	Casuarina
28	20	Daybreak	Boulevard	Casuarina
29	22	Daybreak	Boulevard	Casuarina
30	24	Daybreak	Boulevard	Casuarina
31	26	Daybreak	Boulevard	Casuarina

If space is insufficient use additional annexure sheet

Surveyor's Reference: 117401


[Signature]

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 5 of 6 sheet(s)

Office Use Only
 Registered:  11.4.2014

Office Use Only

PLAN OF SUBDIVISION OF LOTS 9 AND 10
 IN DP1184276.

DP1191156

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

Subdivision Certificate number: SC111/0003
 Date of Endorsement: 21/3/2014

Lot	Street Number	Street Name	Street Type	Locality
32	28	Daybreak	Boulevard	Casuarina
33	30	Daybreak	Boulevard	Casuarina
34	32	Daybreak	Boulevard	Casuarina
35	34	Daybreak	Boulevard	Casuarina
36	36	Daybreak	Boulevard	Casuarina
37	683	Casuarina	Way	Casuarina
38	681	Casuarina	Way	Casuarina
39	679	Casuarina	Way	Casuarina
40	677	Casuarina	Way	Casuarina
41	675	Casuarina	Way	Casuarina
42	673	Casuarina	Way	Casuarina
43	671	Casuarina	Way	Casuarina
44	669	Casuarina	Way	Casuarina
45	667	Casuarina	Way	Casuarina
46	665	Casuarina	Way	Casuarina
47	663	Casuarina	Way	Casuarina
48	661	Casuarina	Way	Casuarina
49	659	Casuarina	Way	Casuarina
50	657	Casuarina	Way	Casuarina
51	655	Casuarina	Way	Casuarina
52	653	Casuarina	Way	Casuarina
53	651	Casuarina	Way	Casuarina
54	649	Casuarina	Way	Casuarina
55	2	Lambent	Avenue	Casuarina
56	4	Lambent	Avenue	Casuarina
57	6	Lambent	Avenue	Casuarina
58	8	Lambent	Avenue	Casuarina
59	10	Lambent	Avenue	Casuarina
60	12	Lambent	Avenue	Casuarina
61	9	Lambent	Avenue	Casuarina
62	7	Lambent	Avenue	Casuarina

If space is insufficient use additional annexure sheet

Surveyor's Reference: 117401

G. G. G. G.

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 6 of 6 sheet(s)

Registered:  11.4.2014

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOTS 9 AND 10
 IN DP1184276.

DP1191156

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

Subdivision Certificate number: 5614/0003

Date of Endorsement: 21/3/2014

Lot	Street Number	Street Name	Street Type	Locality
63	5	Lambert	Avenue	Casuarina
64	3	Lambert	Avenue	Casuarina
65	1	Lambert	Avenue	Casuarina
66	678	Casuarina	Way	Casuarina
67	680	Casuarina	Way	Casuarina
68	N/A	Casuarina	Way	Casuarina

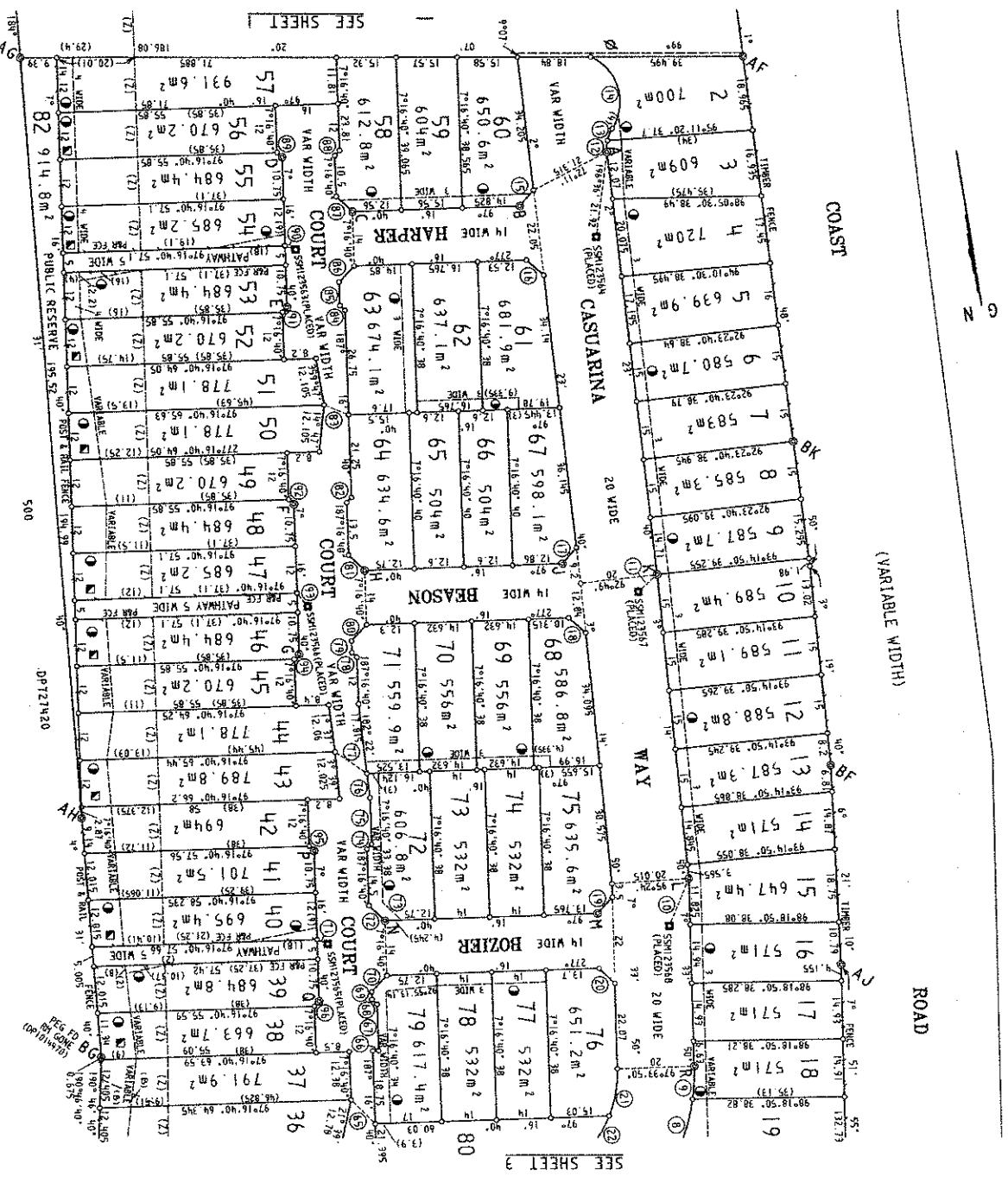
If space is insufficient use additional annexure sheet

Surveyor's Reference: 117401

G. Musgrove

To be used in conjunction with Plan Form 2

WARNING: CREASING ON FOLDING WILL LEAD TO REJECTION



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

FROM	TO	BEARING	DISTANCE
SSN123543	SSN123544	204°45'50"	570.05
SSN123543	SSN123545	77°23'	17.233
SSN123544	SSN123545	274°24'20"	86.218
SSN123545	SSN123546	349°03'00"	126.457
SSN123546	SSN123547	177°38'38"	104.893
SSN123547	SSN123548	276°41'48"	87.959
SSN123548	SSN123549	185°51'24"	86.754
SSN123549	SSN123550	276°38'19"	84.996
SSN123550	SSN123551	187°16'22"	91.146

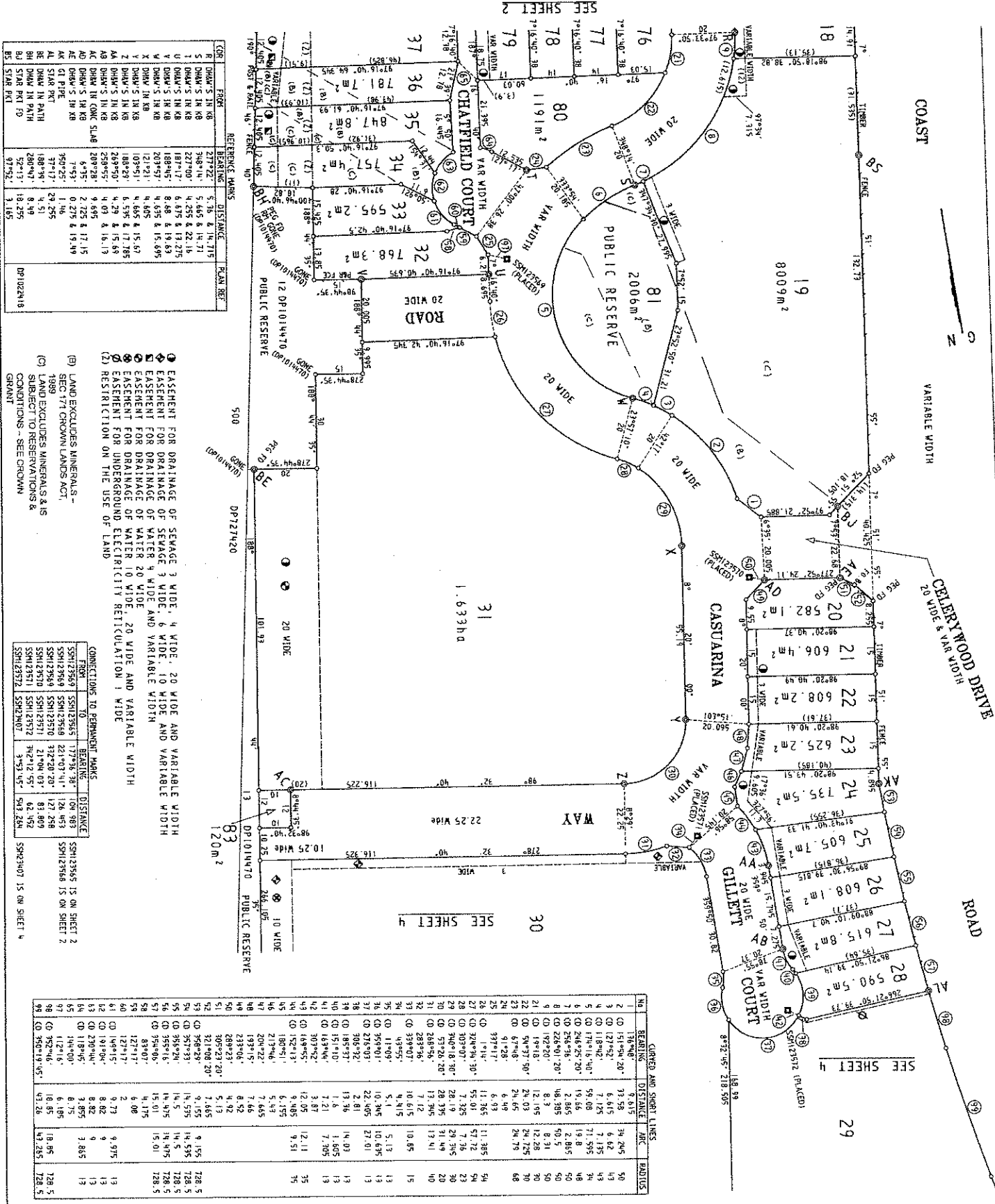
CONNECTIONS TO PERMANENT MARKS
 SSN123549 IS SOUTH OF LOT 1 (SHEET 1)
 SSN123549 IS ON SHEET 3

(a) LAND EXCLUDES MINERALS -
 SECT 171 CROWN LANDS ACT,
 1989

CON	FROM	BEARING	DISTANCE	PLAN REF.
A	DOMS 5 IN K8	282°24'	5.125 & 15.86	
B	DOMS 3 IN K8	182°24'	3.07 & 11.115	
C	DOMS 2 IN K8	189°17'	1.085 & 12.105	
D	DOMS 2 IN K8	91°17'	1.805 & 11.885	
E	DOMS 2 IN K8	91°17'	1.805 & 11.885	
F	DOMS 2 IN K8	87°17'	2.375 & 10.715	
G	DOMS 2 IN K8	182°24'	3.07 & 10.715	
H	DOMS 5 IN K8	182°24'	5.315 & 14.75	
I	DOMS 3 IN K8	182°24'	3.07 & 11.03	
J	DOMS 3 IN K8	189°17'	1.085 & 10.885	
K	DOMS 3 IN K8	189°17'	1.085 & 11.105	
L	DOMS 3 IN K8	91°17'	1.805 & 11.105	
M	DOMS 3 IN K8	91°17'	1.805 & 11.105	
N	DOMS 3 IN K8	273°22'	5.28 & 14.715	
O	DOMS 3 IN K8	273°22'	5.28 & 14.715	
P	DOMS 3 IN K8	273°22'	5.28 & 14.715	
Q	DOMS 3 IN K8	273°22'	5.28 & 14.715	
R	DOMS 3 IN K8	273°22'	5.28 & 14.715	
S	DOMS 3 IN K8	273°22'	5.28 & 14.715	
T	DOMS 3 IN K8	273°22'	5.28 & 14.715	
U	DOMS 3 IN K8	273°22'	5.28 & 14.715	
V	DOMS 3 IN K8	273°22'	5.28 & 14.715	
W	DOMS 3 IN K8	273°22'	5.28 & 14.715	
X	DOMS 3 IN K8	273°22'	5.28 & 14.715	
Y	DOMS 3 IN K8	273°22'	5.28 & 14.715	
Z	DOMS 3 IN K8	273°22'	5.28 & 14.715	

NO.	BEARING	DISTANCE	ARC	ADIUS
8	CD 226°01'20"	48.385	50.5	50
9	CD 182°20'	8.3	8.31	50
10	211°46'	13.2		
11	237°51'	6.56		
12	CD 191°43'	2.92	2.93	9
13	CD 211°40'	3.315	3.335	9
14	CD 172°14'	19.16	21.895	12.5
15	149°50'	5.41		
16	319°50'	5.895		
17	49°50'	5.41		
18	320°16'	5.885		
19	322°25'	5.647		
20	322°25'	5.645		
21	CD 181°18'	12.015	12.28	
22	CD 54°37'50"	24.03	24.725	
23	134°40'	8.75		
24	187°16'40"	1.5		
25	277°18'40"	1.5		
26	187°16'40"	1.5		
27	187°16'40"	1.5		
28	187°16'40"	1.5		
29	187°16'40"	1.5		
30	187°16'40"	1.5		
31	187°16'40"	1.5		
32	187°16'40"	1.5		
33	187°16'40"	1.5		
34	187°16'40"	1.5		
35	187°16'40"	1.5		
36	187°16'40"	1.5		
37	187°16'40"	1.5		
38	187°16'40"	1.5		
39	187°16'40"	1.5		
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41	187°16'40"	1.5		
42	187°16'40"	1.5		
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45	187°16'40"	1.5		
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48	187°16'40"	1.5		
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51	187°16'40"	1.5		
52	187°16'40"	1.5		
53	187°16'40"	1.5		
54	187°16'40"	1.5		
55	187°16'40"	1.5		
56	187°16'40"	1.5		
57	187°16'40"	1.5		
58	187°16'40"	1.5		
59	187°16'40"	1.5		
60	187°16'40"	1.5		
61	187°16'40"	1.5		
62	187°16'40"	1.5		
63	187°16'40"	1.5		
64	187°16'40"	1.5		
65	187°16'40"	1.5		
66	187°16'40"	1.5		
67	187°16'40"	1.5		
68	187°16'40"	1.5		
69	187°16'40"	1.5		
70	187°16'40"	1.5		
71	187°16'40"	1.5		
72	187°16'40"	1.5		
73	187°16'40"	1.5		
74	187°16'40"	1.5		
75	187°16'40"	1.5		
76	187°16'40"	1.5		
77	187°16'40"	1.5		
78	187°16'40"	1.5		
79	187°16'40"	1.5		
80	187°16'40"	1.5		
81	187°16'40"	1.5		
82	187°16'40"	1.5		
83	187°16'40"	1.5		
84	187°16'40"	1.5		
85	187°16'40"	1.5		
86	187°16'40"	1.5		
87	187°16'40"	1.5		
88	187°16'40"	1.5		
89	187°16'40"	1.5		
90	187°16'40"	1.5		
91	187°16'40"	1.5		
92	187°16'40"	1.5		
93	187°16'40"	1.5		
94	187°16'40"	1.5		
95	187°16'40"	1.5		
96	187°16'40"	1.5		

Registered
 DP1027531
 28/3/2001
 This is sheet 2 of the plan of 4 sheets
 dated 28 MARCH 2001
 Survey registered under the Surveyors Act 1988.
 This is sheet 2 of the plan of 4 sheets
 covered by Surveyors Certificate No. 6122
 of 01.
 *Admitted Pursuant to the Surveyors Act 1988
 *Delete wherever it applies
 For use where space is insufficient in any part of
 Plan Form 2.
 (CONTINUED FROM SHEET 1)
 PURSUANT TO SECTION 88B OF THE
 CONVEYANCING ACT, 1919, AS
 AMENDED IT IS INTENDED TO:-
 CREATE:
 1 EASEMENT FOR DRAINAGE OF SEWAGE
 3 WIDE, 4 WIDE, 20 WIDE AND
 VARIABLE WIDTH.
 2 EASEMENT FOR DRAINAGE OF SEWAGE
 3 WIDE, 4 WIDE, 10 WIDE AND
 VARIABLE WIDTH.
 3 EASEMENT FOR DRAINAGE OF WATER
 4 WIDE AND VARIABLE WIDTH.
 4 EASEMENT FOR DRAINAGE OF WATER
 10 WIDE, 20 WIDE AND
 VARIABLE WIDTH.
 5 EASEMENT FOR DRAINAGE OF WATER
 AND 20 WIDE.
 6 RIGHT OF CARRIAGE WAY 10 WIDE
 AND 20 WIDE.
 7 EASEMENT FOR UNDERGROUND
 ELECTRICAL RETICULATION 1 WIDE.
 8 RESTRICTION ON THE USE OF LAND.
 9 RESTRICTION ON THE USE OF LAND.
 10 RESTRICTION ON THE USE OF LAND.
 11 RESTRICTION ON THE USE OF LAND.
 12 RESTRICTION ON THE USE OF LAND.
 13 RESTRICTION ON THE USE OF LAND.
 14 RESTRICTION ON THE USE OF LAND.
 RELEASE:
 1 RIGHT OF CARRIAGEWAY 20 METRES
 WIDE & VARIABLE (DP1014470).
 2 EASEMENT TO DRAIN SEWAGE 3 WIDE
 (DP1014470).
 3 EASEMENT FOR DRAINAGE AND
 SERVICES 20 WIDE (DP1014470).
 Reduction Ratio 1:800
 SURVEYOR'S REFERENCE: A678/7/A (CHECKLIST)



CON	FROM	BEARING	DISTANCE	PLAN REF.
R	DRAW 5 IN KB	277°22'	5.76 & 14.715	
S	DRAW 5 IN KB	348°14'	4.255 & 22.16	
T	DRAW 5 IN KB	227°00'	4.255 & 13.275	
U	DRAW 5 IN KB	187°17'	6.675 & 13.275	
V	DRAW 5 IN KB	188°45'	8.68 & 19.63	
W	DRAW 5 IN KB	203°57'	4.535 & 15.695	
X	DRAW 5 IN KB	121°21'	4.665 & 15.67	
Y	DRAW 5 IN KB	103°51'	4.665 & 15.67	
Z	DRAW 5 IN KB	180°29'	6.535 & 17.785	
AA	DRAW 5 IN KB	283°55'	4.29 & 15.69	
AB	DRAW 5 IN KB	259°25'	4.03 & 18.19	
AC	DRAW 5 IN KB	259°25'	4.03 & 18.19	
AD	DRAW 5 IN KB	9°55'	2.122 & 17.15	
AE	DRAW 5 IN KB	9°55'	2.122 & 17.15	
AF	DRAW 5 IN KB	96°25'	4.51	
AG	DRAW 5 IN KB	37°17'	28.285	
AH	DRAW 5 IN KB	180°36'	4.51	
AI	DRAW 5 IN KB	180°36'	4.51	
AJ	DRAW 5 IN KB	52°11'	18.275	
AK	DRAW 5 IN KB	92°32'	3.185	

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

CONNECTIONS TO PERMANENT MARKS	FROM	TO	BEARING	DISTANCE
SM123565	SM123565	SM123565	7°26' 38"	104.483
SM123566	SM123566	SM123566	22°50' 20"	121.268
SM123567	SM123567	SM123567	21°40' 03"	81.800
SM123568	SM123568	SM123568	70°21' 52"	62.352
SM123569	SM123569	SM123569	3°53' 55"	548.246

NO	BEARING	DISTANCE	ARC	RADIUS
1	136°48' 20"	9.815	34.245	50
2	151°54' 20"	73.58	6.62	43
3	127°52'	6.615	7.125	43
4	118°42'	7.125	71.595	48
5	174°16' 40"	59.08	19.8	48
6	246°25' 20"	19.88	2.885	50
7	256°36'	2.885	90.7	50
8	226°01' 20"	48.305	8.3	50
9	192°20'	8.3	82.38	50
10	143°30'	12.05	12.725	70
11	67°48' 30"	24.62	24.75	68
12	91°28'	6.49		
13	337°17'	6.93		
14	114°	11.365	11.385	54
15	324°34' 30"	55.01	57.12	54
16	303°07'	7.325	7.36	23
17	340°18' 30"	28.19	29.345	20
18	53°26' 20"	28.395	31.44	20
19	268°56'	13.345	13.41	40
20	339°07'	10.615	10.85	15
21	339°07'	4.415		
22	114°	5.1	5.13	13
23	11°09'	10.345	10.695	13
24	276°03'	22.405	27.01	13
25	306°32'	2.81	4.03	13
26	185°37'	13.36	14.03	13
27	151°10'	1.8	1.805	13
28	183°04'	1.21	7.805	13
29	303°32'	3.87	12.11	35
30	184°55'	12.05	9.51	35
31	152°13'	4.485		
32	303°32'	5.44		
33	204°32'	7.645		
34	183°15'	7.66		
35	223°06'	4.52		
36	205°21' 20"	4.92		
37	321°48' 20"	5.13		
38	358°29'	9.155	728.5	728.5
39	357°33'	14.535	728.5	728.5
40	357°33'	14.5	728.5	728.5
41	355°16'	14.975	728.5	728.5
42	354°06'	15.01	728.5	728.5
43	127°17'	4.08		
44	149°15'	9.975	13	13
45	191°04'	8.82	13	13
46	270°04'	8.82	13	13
47	118°45'	3.885	13	13
48	104°00'	8.75	13	13
49	352°46'	6.188		
50	352°46'	18.96	728.5	728.5
51	350°19' 45"	43.26		

Plan Drawing only to appear in this space

DP1027531

Registered

This is sheet 3 of the plan of 4 sheets covered by Subdivision Certificate No. 612 of 01.

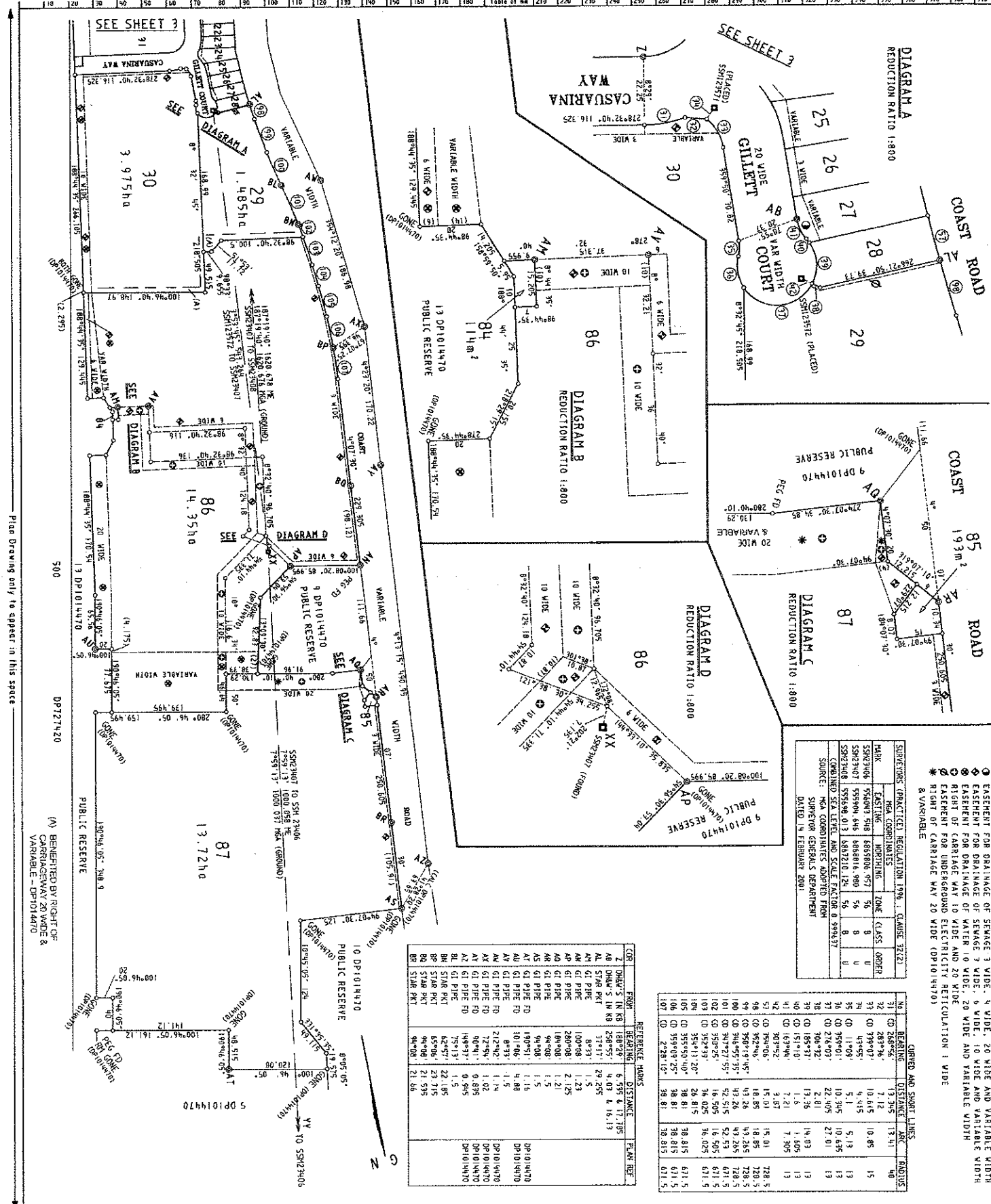
Survey registered under the Surveyors Act 1978

Survey registered under the Surveyors Act 1978

Printed on 28 MARCH 2001

Reduction Ratio 1:800

Supervisor's Reference: A578/78A (CHECKLIST)



MARK	EASTING	NORTHING	ZONE	CLASS	ORDER
58923406	555004.518	6868006.957	58	B	U
58923407	555004.616	6868016.980	58	B	U
58923408	555198.013	6882210.120	58	B	U

SOURCE: MGA COORDINATES ADOPTED FROM SURVEYOR GENERAL'S DEPARTMENT DATED 18 FEBRUARY 2001

NO	BEARING	DISTANCE	ARC	MOUSE
31	CD 268°55'	13.295	13.1	15
32	CD 289°36'	7.12	10.85	15
33	CD 339°07'	10.615	4.415	13
34	CD 133°55'	4.415	5.13	13
35	CD 119°04'	5.13	10.635	13
36	CD 319°01'	10.345	27.01	13
37	CD 218°03'	22.205	27.01	13
38	CD 70°32'	17.26	14.03	13
39	CD 185°31'	17.26	7.385	13
40	CD 162°34'	7.385	15.01	13
41	CD 302°32'	3.87	18.85	728.5
42	CD 362°34'	15.01	43.26	728.5
43	CD 358°19'45"	18.85	49.285	728.5
44	CD 346°55'55"	43.26	52.515	671.5
45	CD 347°27'55"	52.515	52.515	671.5
46	CD 350°25'	16.505	16.505	671.5
47	CD 352°39'	36.025	36.025	671.5
48	CD 354°11'20"	26.815	78.815	671.5
49	CD 355°50'40"	38.81	78.815	671.5
50	CD 359°09'25"	38.81	78.815	671.5
51	CD 2°28'10"	38.81	78.815	671.5

JOB	FROM	TO	BEARING	DISTANCE	PLAN REF
7	OHAW'S IN RB	180°29'	6.595 & 17.785		
8	OHAW'S IN RB	258°55'	4.07 & 16.13		
9	STAR PKT	37°17'	29.295		
10	STAR PKT	8°33'	1.5		
11	STAR PKT	100°08'	1.23		
12	STAR PKT	280°08'	2.125		
13	STAR PKT	184°00'	1.21		
14	STAR PKT	94°00'	1.5		
15	STAR PKT	4°00'	1.5		
16	STAR PKT	10°31'	1.18		DP1014470
17	STAR PKT	19°06'	4.88		DP1014470
18	STAR PKT	10°40'	1.74		DP1014470
19	STAR PKT	212°32'	1.14		DP1014470
20	STAR PKT	172°54'	1.02		DP1014470
21	STAR PKT	90°41'	0.895		DP1014470
22	STAR PKT	149°37'	0.945		DP1014470
23	STAR PKT	75°13'	1.5		DP1014470
24	STAR PKT	62°57'	22.185		DP1014470
25	STAR PKT	65°06'	23.715		DP1014470
26	STAR PKT	94°08'	21.595		DP1014470
27	STAR PKT	94°08'	21.66		DP1014470

- EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE, 6 WIDE, 10 WIDE AND VARIABLE WIDTH
- EASEMENT FOR DRAINAGE OF WATER 10 WIDE, 20 WIDE AND VARIABLE WIDTH
- EASEMENT FOR CARRIAGE WAY 10 WIDE AND 20 WIDE
- EASEMENT FOR UNDERGROUND ELECTRICITY RETICULATION 1 WIDE
- * RIGHT OF CARRIAGE WAY 20 WIDE (DP1014470)
- & VARIABLE

DP1027531

Approved: *[Signature]* 31.5.2001

This is sheet 4 of the plan of 4 sheets created by Subdivision Certificate No. C12.

Survey registered under the Survey Act 1978.

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

Surveyor's Reference: A678/9 (CHECKLIST)

Reduction Ratio: 1:3000

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 16 sheets)

DP1027531

Subdivision covered by Council's
 Certificate No G12 of 2001

Full name and address of owner of the land:

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

Full name and address of mortgagee of the land:

Westpac Administration Pty Limited ACN 008
 617 203 of Westpac Legal, Level 5, 1 Farrell
 Place, Canberra, ACT, 2600

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

Part 1 (Creation)

Number of item shown in the intention panel on the plan.	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited Lot(s), bodies or Prescribed Authority:
1	Easement for drainage of sewage 3 wide, 4 wide, 20 wide and variable width.	1 to 19 (inclusive), 21 to 27 (inclusive), 31, 34 to 63 (inclusive), 68 to 72 (inclusive), 77 to 79 (inclusive)	Tweed Shire Council
2	Easement for drainage of sewage 3 wide, 6 wide, 10 wide and variable width.	30, 86, 87	Tweed Shire Council
3	Easement for drainage of water 4 wide and variable width.	34 to 57 (inclusive) 34 35 36 37 38 39 40 41 42 43 44 45	Tweed Shire Council 35 to 57 (inclusive) 36 to 57 (inclusive) 37 to 57 (inclusive) 38 to 57 (inclusive) 39 to 57 (inclusive) 40 to 57 (inclusive) 41 to 57 (inclusive) 42 to 57 (inclusive) 43 to 57 (inclusive) 44 to 57 (inclusive) 45 to 57 (inclusive) 46 to 57 (inclusive)

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

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

Part 2 (Terms)

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

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

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

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

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

3. Term of Restriction on Use eighthly referred to in the abovementioned plan:

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

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

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

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

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

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

- 6.1 Roof water from dwellings or structures must be discharged to an infiltration pit sized to accommodate the 3 month average recurrence interval storm.
- 6.2 Any infiltration pit created on a lot burdened shall be approved by the certifying authority that certifies any construction certificate for any dwelling constructed on a lot burdened and any application to the certifying authority for a construction certificate in respect of a dwelling shall be accompanied by a design for the proposed infiltration pit.

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

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

Vines and Creepers

Common Name

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 Polinciana

Species

Asparagus africanus

Asparagus plumosus

Cardiospermum grandiflorum

Thunbergia alata

Thunbergia grandiflora

Delairea odorata

Macfadyena unguis - cati

Ficus pumila

Solanum seaforthianum

Aristolochia elegans

Pyrostegia venusta

Myrsiphyllum asparagoides

Lonicera japonica

Pueraria lobata

Anredera cordifolia

Ipomea indica

Ipomea cairica

Ipomea purpurea

Ipomea alba

Araujia sericiflora

Passiflora suberosa

Passiflora subpeltata

Passiflora edulis

Duranta spp.

Caesalpinia decapetala

Groundcovers

Arum Lily

Bugle Lily

Baisam, Busy Lizzie

Zantedescantia aethopica

Watsonia bulbifera

Impatiens walleriana

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Blue Periwinkle
Canna Lily
Cardamon Ginger
Coral Berry
Crocosmia
Crucifix Orchid
Elephants Ears
Fishbone Fern

Freckle Face
Glory Lily
Ground Asparagus
Hairy Commelina
Kahili Ginger

White Flowered Ginger
Pink Flowered Ginger
Mother in Laws Tongue
Mother of Millions
Resurrection Plant
Painted Spurge
Shasta Daisy
Silver-leaved
Desmodium

Wandering Jew, Tradie, Striped Tradescantia fluminensis
Wandering Jew, Striped Tradie Zebrina pendula

Shrubs

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

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

Privet:

Vinca major
Canna Indica
Alpinia calcarata
Rivina humilis
Crocosmlax crocosmia
Epidendrum sp.
Alocasia aroides
Nephrolepis exalta
Nephrolepis cordifolia
Hypoestes sanguinolenta
Gloriosa superba
Protasparagus aethiopicus
Commelina benghalensis
Hedychium gardnerianum

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

Tradescantia fluminensis
Zebrina pendula

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

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

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Large-leaved
Small-leaved
Singapore Daisy
Tobacco Bush

Ligustrum lucidum
Ligustrum sinense
Wedelia trilobata
Solanum mauritanum

Trees

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

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

Camphor Laurel
Chinese Elm

Cockspur Coral Tree
Coral Tree
Orange Coral tree

Erythrina crista-galli
Erythrina sykesii
Erythrina nigra

Cocos Palm,
Queen Palm
Golden Rain Tree
Golden Trumpet Tree
Guava:

Syagrus romanzoffiana

Koelreuteria paniculata
Tabebuia chrysantha

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

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

Pine Tree

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

Toxicodendron succedaneum
Ficus elastica
Ailanthus altissima
Schefflera actinophylla
Salix spp.

7.2 No person occupying a lot burdened shall have more than one dog upon any lot burdened and shall not have any such dog unless the boundaries of the subject lot are securely fenced.

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


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

1.1 **Definitions**

- (1) "AMCORD" means the Australian Model Code of Residential Development;
- (2) "ARC" or "Architectural Review Committee" means a committee nominated by Kings Beach from time to time;
- (3) "Beachfront Lot" means a Lot which fronts the beach, adjoins the beach or is separated from the beach by only an esplanade;
- (4) "Building Works" means any works or proposed works in respect of a Lot or Lots including without limitation proposed external construction, alterations, additions, extensions and repairs whether to dwellings or associated structures or buildings, or fences, retaining walls, exterior lighting, driveways or recreational facilities. It includes landscaping and tree planting, painting and repainting;
- (5) "Building Works Consent Body" means Kings Beach or the ARC;
- (6) "Consolidation" means a proposal by a proprietor of a Lot to consolidate that Lot with one or more other Lots as one land title;
- (7) "Corner Lot" means a lot bounded by 2 or more roads where the roads intersect and join;
- (8) "Council" means Tweed Shire Council;

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- (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; and
- In any event, the maximum height must not exceed 12 metres;
- (c) minimum setback from the Street Front Boundary is 6 metres, except in relation to verandahs, the set back for which must be in accordance with clause 1.1(9)(q);
 - (d) minimum setback from a Secondary Street Boundary of a Corner Lot of 3 metres;
 - (e) minimum Side Boundary setback of 900mm to the fascia and in compliance with Element 5.4; Building Envelope and Siting of AMCORD, except that in relation to:
 - (i) a Non-Beachfront Lot, a side or rear wall of a garage may abut the Side or Rear Boundary and must be constructed of maintenance free materials such as masonry; and
 - (ii) for a Beachfront Lot, a side wall of a garage may abut the Side Boundary and must be constructed of maintenance free materials such as masonry;
 - (f) minimum Rear Boundary setback of 6 metres, and in accordance with Element 5.4 - Building Envelope and Siting, of AMCORD. For a Beachfront Lot, the Rear Boundary is the boundary line between the 2(e) Zone and the 7(f) Zone and no setback is required from this line;
- 

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- (g) Site Coverage must not exceed 50% of the area of a Lot;
- (h) roofing only of matt finished profiled metal deck (eg. copper, zinc or Colourbond) or flat shingle profile tiles;
- (i) minimum eaves overhang of 600mm;
- (j) no curved or undulating parapets;
- (k) external walls of Main Dwelling only of the following materials:
 - (i) masonry finished in a rendered and painted textured finish;
 - (ii) masonry finished in a bagged and painted finish;
 - (iii) fibre cement wall sheeting;
 - (iv) timber shingles; and/or
 - (v) timber weather boards or plywood with a painted or stained finish;
 - (vi) plain brickwork (subject to clause 1.1(9)(l));
 - (vii) metal deck cladding (subject to clause 1.1(9)(m));
- (l) maximum 10% plain brickwork on total area of external wall surfaces and 100% solid construction of walls only with ARC approval;
- (m) metal deck cladding not to exceed 50% of total area of external wall surfaces;
- (n) external colours to complement the beach surroundings;
- (o) ground floor windows and verandahs suitably screened by dense landscaping or screen fencing to a maximum height of 1.8 metres;



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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;

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

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

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

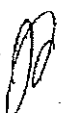
- (i) to Street Front Boundary to maximum height of 1.2 metres, no more than 75% solid construction and constructed only from timber, brushwood or masonry (metal railings permitted).
- (ii) Side Boundary fencing to maximum height of 1.2 metres from Street Front Boundary to building line and maximum height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

(bb) fencing for a Beachfront Lot as follows:

- (i) to Street Front Boundary to maximum height of 1.2 metres, no more than 75% solid construction and constructed only from timber, brushwood or masonry (metal railings permitted).
 - (ii) Side Boundary fencing to a maximum height of 1.2 metres from Street Front Boundary to building line and maximum height of 1.8 metres up to the boundary line between the 2(e) Zone and the 7(f) Zone and a maximum height of 1.2 metres for the remaining length of the Lot, constructed only of timber, brushwood or masonry (metal railings permitted).
 - (iii) fencing between a Beachfront Lot and the beach reserve to be a maximum height of 1.2 metres;
- 


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- (cc) fencing for a Non-Beachfront Lot which is a Corner Lot to Secondary Street Boundary to be a maximum height of 1.2 metres, no more than 75% solid construction and constructed of timber, brushwood or masonry (metal railings permitted);
- (10) "Development Application" means an application to Council for development consent in respect of a Lot;
- (11) "Kings Beach" means Kings Beach (No. 2) Pty Ltd ACN 088 124 190;
- (12) "Lot" means a lot in the Plan;
- (13) "Main Dwelling" means the principal residence constructed or to be constructed on a Lot;
- (14) "Natural Benefits" means the benefits of each Lot's natural elements to the intent that the westerly and southwesterly aspects should be limited to the siting of garages, laundries, storerooms and other service areas, and living, eating and sleeping spaces should be orientated predominantly to the north or northeast, using Element 5.1 - Site Planning of AMCORD 95 as a guideline.
- (15) "Non-Beachfront Lot" means a Lot that is not a Beachfront Lot
- (16) "Plan" means the plan of subdivision to which this instrument relates.
- (17) "Primary Street Boundary" means any boundary line, or part, which coincides with the alignment of the street to which the property is rated by Council (which is usually the narrowest boundary).
- (18) "Required Documents" means 2 copies of all relevant documents to be lodged with or in respect of any Development Application, and any other documents requested by the Building Works Consent Body including:
- (a) Sketch review application form as nominated by Kings Beach from time to time;
- (b) Schematic design drawings including a site plan to scale 1:200 showing:
- Northpoint;
 - Property lines with metes and bounds;
 - Building setbacks dimensioned;
- 

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- Building footprint with entries, verandahs, balconies, terraces, pools, pergolas and overhangs shown;
 - Location of parking and garages;
 - Driveways, paths, landscaping and retaining walls;
- (c) Floor plans and roof plans (to scale 1: 100);
- (d) Elevation plan (scale 1: 100) showing materials and colours to be used, floor to floor heights, height to eaves and overall height from natural ground level, roof pitches and signage.
- (19) "**Rear Boundary**" means any boundary line, or part which coincides with the alignment of another property or public open space furthest away from the street;
- (20) "**Secondary Street Boundary**" means any boundary line, or part, which coincides with the alignment of a street which is not the Primary Street Boundary;
- (21) "**Side Boundary**" means any boundary line or part, which coincides with the alignment of another Lot;
- (22) "**Site Coverage**" means that portion of a Lot which is covered by a building or other structure having an impervious roof, including balconies and eaves;
- (23) "**Street Front Boundary**" means any boundary line, or part, of a Lot which coincides with the alignment of a primary street;
- (24) "**Temporary Structures**" means Building Works which do not comply with Design Standards, but have approval of the Building Works Consent Body and are associated with construction of Building Works which comply with Design and Building Standards and have the approval of the Building Works Consent Body;
- (25) "**Variation**" means consent by the Building Works Consent Body to Building Works which are inconsistent with the Design and Building Standards;
- (26) "**2(e) Zone**" means the 2(e) (Residential Tourist) Zone under the Tweed Local Environment Plan 1987;
- (27) "**7(f) Zone**" means the 7(f) (Environmental Protection (Wetlands)) Zone and 7(f) (Environmental Protection (Coastal Lands)) Zone under the Tweed Local Environmental Plan 1987 as these may apply to the Lots.
- 

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1.2 Restriction

- (1) No Development Application may be made without the prior written approval of the Building Works Consent Body.
- (2) No Building Works (other than Temporary Structures) may be commenced on a Lot without the prior written approval of the Building Works Consent Body, which consent may be given, given on conditions, or refused in the discretion of the Building Works Consent Body. The Building Works Consent Body will not unreasonably withhold its consent if the Building Works comply with Design and Building Standards.
- (3) Building Works must not differ from works approved by the Building Works Consent Body without a Variation which may be approved or refused by the Building Works Consent Body in its absolute discretion.
- (4) No Consolidation may take place without the prior written approval of the Building Works Consent Body (in its absolute discretion).
- (5) No application for consent of the Building Works Consent Body in respect of Building Works or Consolidation may be made without that application being accompanied by Required Documents.
- (6) A Lot must not be left in a vacant state for more than:
 - (a) 2 years from the date of this Instrument; or
 - (b) if the Lot has been purchased from Kings Beach, 2 years from the date of settlement of the purchase of the Lot from Kings Beach,without a Main Dwelling being constructed (and completed) on the Lot during such period and landscaping (to a reasonable standard) being made within 3 months of completion of Building Works of the Main Dwelling.
- (7) Temporary Structures must not be erected on a Lot unless associated with the construction of the Main Dwelling and then only present for the duration of the construction period.
- (8) For the benefit of any adjoining land owned by Kings Beach (No. 2) Pty Ltd ACN 088 124 190, but only during the ownership thereof by Kings Beach (No. 2) Pty Ltd ACN 088 124 190, its successors and assigns (other than purchasers on sale) no fence shall be erected on any lot burdened to divide such lot from the adjoining lot or lots without the consent of Kings Beach (No. 2) Pty Ltd ACN 088 124 190 provided that such consent shall not be withheld if:

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- (a) such fence is erected without expense to Kings Beach (No. 2) Pty Ltd ACN 088 124 190; and
- (b) such fence has been approved by the Building Works Consent Body.

1.3 Amendments

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

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

1.4 Severability

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

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

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

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

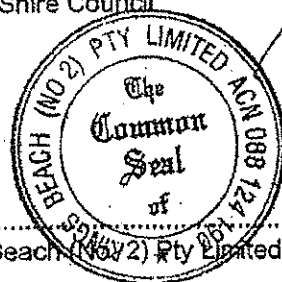
Tweed Shire Council

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

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

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

Tweed Shire Council



Murray
Director

[Signature]
Director

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

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As Mortgagee under
Mortgage Nos: 7151460 and
7151467 Westpac Administration
Pty Ltd ACN 008 617 203 consents
to this class of Subdivisions
Westpac Administration Pty Limited



Clive Schultz
Director: Clive Schultz

Alice Embleton
Secretary: Alice Embleton
Investment Management Australia Limited

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

[Signature]
Tweed Shire Council 17.5.01

w:\tbl139034

REGISTERED  18 31.5.2001

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

(Sheet 1 of 14 Sheets)

Plan: DP1191156 Plan of Subdivision of Lot 9 in DP1184276 and Lot 10 in DP1184276
 Covered by subdivision Certificate No. 5114/0003
 Dated 21.3.2014

Full name and address of owner of the land: Villa World Developments Pty Ltd ACN 010 621 226
 Level 1 Oracle West
 19 Elizabeth Avenue
 Broadbeach Qld 4218

Full name and address of mortgagee of land: Australian and New Zealand Banking Group Limited
 ACN 005 357 522
 ANZ Centre Melbourne
 Level 9 833 Collins Street
 Docklands Vic 3008

Part 1 (Creation)

Number of item shown in the intention panel on the plan.	Identity of easement, profit a prende, restriction of 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 for drainage of sewage 3 wide, 5 wide and variable width (P)	1 – 67 (inclusive)	Tweed Shire Council
2	Easement for drainage of water 3 wide and variable width (Q)	1 19 36 37 38 39 40 41 42 43 44 45 46 48 49 50 51 52 53 54	Tweed Shire Council 47-54 (inclusive) 37-46 (inclusive) 38-46 (inclusive) 39-46 (inclusive) 40-46 (inclusive) 41-46 (inclusive) 42-46 (inclusive) 43-46 (inclusive) 44, 45, 46 45, 46 46 47 47, 48 47, 48, 49 47-50 (inclusive) 47-51 (inclusive) 47-52 (inclusive) 47-53 (inclusive)
3	Right of carriage way variable width (R)	43 44	42, 44 42, 43
4	Easement for support 1.5 wide (S)	60	59
5	Right of Footway 2 wide (T)	1, 9 – 12 (inclusive)	Tweed Shire Council
6	Easement for multi-purpose electrical installation 10 wide (U)	68	Essential Energy
7	Restriction on Use of Land 1.5 wide (X)	60	59



ePlan

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

(Sheet 2 of 14 Sheets)

Plan: DP1191156 Plan of Subdivision of Lot 9 in DP1184276 and Lot 10 in DP1184276
 Covered by subdivision Certificate No. SC14/2003

8	Restriction on Use of Land 1.5 wide (Y)	59	60
9	Restriction on Use of Land (Z)	1 – 18 (inclusive)	Tweed Shire Council
10	Restriction on Use of Land	1 – 49 (inclusive), 55 – 67 (inclusive)	Tweed Shire Council
11	Restriction on Use of Land	1 – 67 (inclusive)	Tweed Shire Council
12	Restriction on Use of Land	59 – 62 (inclusive), 66 and 67	Tweed Shire Council
13	Restriction on Use of Land	42 – 44 (inclusive).	Tweed Shire Council
14	Restriction on Use of Land	1 – 67 (inclusive)	Each Lot

Part 1A (Release)

Number of item shown in the intention panel on the plan.	Identity of easement, profit a prende, restriction of positive covenant to be released and referred to in the plan.	Burdened lot(s) or parcel(s).	Benefited lot(s), road(s), bodies or Prescribed Authorities.
1	Easement for Drainage of Sewage 3 Wide, 6 Wide, 10 Wide & Variable Width (DP1027531) (AA)	That Part of 10/1184276 that is within Daybreak Boulevard	Tweed Shire Council
2	Easement for Drainage of Water 5 Wide (DP1083567) (JJ)	That Part of 9/1184276 That is within Lambert Avenue	Tweed Shire Council

Part 2 (Terms)

1. Terms of right of carriage way (R) numbered 3 in the plan

A right of carriageway as provided for in Part 1 of Schedule 8 to the Conveyancing Act 1919 as amended together with the following covenant:

The registered proprietors of the Benefited Lots and the Burdened Lot must maintain and share the costs of the repair and maintenance of the right of carriageway on an equal basis.



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

(Sheet 3 of 14 Sheets)

Plan: Plan of Subdivision of Lot 9 in DP1184276 and Lot 10 in DP1184276
DP1191156 Covered by subdivision Certificate No. SC14/0003

2. Terms of easement for support (S) numbered 4 in the plan

- 2.1 The owner or occupier of the lot burdened must not interfere with the retaining wall or batter or the support it offers or use it in a way which may detract from the stability or support provided.
- 2.2 The owner of the lot benefited may if at any time the stability of the retaining wall is threatened, enter upon the lot burdened and carry out repairs required to restore the stability and support provided by the retaining wall.

3. Terms of easement for multi-purpose electrical installation 10 wide (U) numbered 6 in the plan

Easement for multi-purpose electrical installation the terms of which are set out in Part C of Memorandum AG189384 as registered at LPI.

4. Terms of restriction on use (X) numbered 7 in the plan

- 4.1 No building work, filing or excavation of greater than 0.3 meters in vertical height shall be undertaken within the area designated (X) on the plan on each lot burdened.
- 4.2 The owner of the lot benefited may if at any time the stability of the retaining wall is threatened, enter upon the lot burdened and carry out repairs required to restore the stability and support provided by the retaining wall.

5. Terms of restriction on use (Y) numbered 8 in the plan

- 5.1 No building work, filing or excavation of greater than 0.3 meters in vertical height shall be undertaken within the area designated (Y) on the plan on each lot burdened without obtaining from a qualified engineer a certification that the building work or excavation will not discharge any load onto the adjacent retaining wall.
- 5.2 The owner of the lot benefited may if at any time the stability of the retaining wall is threatened, enter upon the lot burdened and carry out repairs required to restore the stability and support provided by the retaining wall.

6. Terms of restriction on use (Z) numbered 9 in the 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.

7. Terms of restriction on use numbered 10 in the plan

On each lot burdened no building, structure or other improvement shall be constructed or made unless it is designed and constructed in accordance with *Australian Standard 3959: Construction of Buildings in Bush Fire Prone Areas* (AS3959) and in accordance with the guidelines set out in *Planning for Bushfire Protection*, published in 2006 by Planning NSW and the NSW Rural Fire Service.



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

(Sheet 4 of 14 Sheets)

Plan: DP1191156 Plan of Subdivision of Lot 9 in DP1184276 and Lot 10 in DP1184276
Covered by subdivision Certificate No. SC14/0003

8. Terms of restriction on use numbered 11 in the plan

- 8.1 Roof water from dwellings or structures must be discharged to an infiltration pit sized to accommodate the 3 month average recurrence interval storm.
- 8.2 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.

9. Terms of restriction on use numbered 12 in the plan

No residential building of two or more storeys is to be constructed on a lot burdened unless the residential building is designed and constructed to achieve the internal noise criterion for habitable rooms in accordance with *Australian Standard AS3671:1989 "Acoustics – Road Traffic Noise Intrusion – Building Siting and Construction*.

10. Terms of restriction on use numbered 13 in the plan

Vehicular access to and from Casuarina Way to each lot burdened is prohibited.

11. Terms of restriction on use numbered 14 in the plan

11.1 Definitions

- (1) "Approved State" means a mown, clean, neat and tidy state of appearance free of all accumulations of rubbish or waste material;
- (2) "ARC" or "Architectural Review Committee" means a committee nominated by Villa World from time to time;
- (3) "Architectural Design Regulations" means, those design and building standards issued by the ARC from time to time;
- (4) "Building Works" means any works or proposed works in respect of a Lot or Lots including without limitation proposed external construction, excavations, alterations, additions, the erection of plant and equipment, antennas, aerials and the like, extensions and repairs whether to dwellings or associated structures or buildings, or fences, retaining walls, exterior lighting, clothes lines, driveways or recreational facilities. It includes landscaping and tree planting, painting, repainting and the erection of outdoor structures;
- (5) "Consolidation" means a proposal by a proprietor of a Lot to consolidate that Lot with one or more other Lots as one land title;
- (6) "Development Application" means an application to the Relevant Authority for development consent in respect of a Lot;



ePlan

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

(Sheet 5 of 14 Sheets)

Plan:
DP1191156

Plan of Subdivision of Lot 9 in DP1184276 and Lot 10 in
DP1184276

Covered by subdivision Certificate No. *SL 14/0003*

- (7) **"Design and Building Standards"** means in relation to the Main Dwelling and other structures:
- (a) a maximum height of 2 storeys and in any event the height of the upper most point on the dwelling is not to exceed 9.0 meters with a maximum height to wall plate being 8.5 meters;
 - (b) roofing only of matt finished flat or corrugated profiled metal deck (eg., copper, zinc or colourbond) or flat shingle profile tiles
 - (c) minimum eaves overhand of 600 mm unless otherwise approved by the ARC;
 - (d) no curved or undulating parapets;
 - (e) external walls of the 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;
 - (v) timber boards or plywood with a painted, stained or untreated finish (eg. weathertex, shadow clad or similar); or
 - (vi) feature masonry permitted on the facade provided it does not dominate the facade.
 - (f) external wall controls only of:
 - (i) plain or painted brickwork not to exceed 60% of wall surfaces and excluded from the front facade unless feature brick is used;
 - (ii) metal deck cladding not to exceed 30% of wall surfaces and excluded from the front facade only with ARC approval;
 - (iii) stone and/or tile cladding not to exceed 20% of wall surfaces and limited to 20% of front facade; or
 - (iv) a single material must not cover the full extent of an elevation.



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

(Sheet 6 of 14 Sheets)

Plan:
DP1191156

Plan of Subdivision of Lot 9 in DP1184276 and Lot 10 in DP1184276
Covered by subdivision Certificate No. 344/0003

- (g) external colours should be synonymous with the coastal surroundings and vegetated landscape. Light and dark colours are to be used together, generally darker colours to the base with lighter colours above.
- (h) ground floor windows and verandahs suitably screened by dense landscaping or screen fencing to a height of 1.8 meters.
- (i) direct overlooking between buildings is to be minimised by building layout, location and design of windows and balconies, screening devices and landscaping.
- (j) landscaping and plant controls of:
 - (i) landscaping and gardens should be consistent with the Casuarina Beach locality;
 - (ii) gardens must be landscaped to a suitable standard within 3 months of occupancy;
 - (iii) planting should be of primarily native species;
 - (iv) plant material including trees with potential to become environmental weeds must not be planted.
- (k) garage controls of:
 - (i) where possible, garages to be located so that they are visually unobtrusive from the street;
 - (ii) minimum set-back for garage from the street front boundary is 5.5 meters;
 - (iii) minimum of 2 car spaces for a Lot and of these at least 1 must be covered;
- (l) driveway controls of:
 - (i) not more than 1 driveway and crossover for each Lot, no wider than 4 metres at the street boundary;
 - (ii) driveways to be located in accordance with the parking provision plan approved by Tweed Shire Council for the subdivision;
 - (iii) driveways finished only with:
 - a. masonry/clay pavers;



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

(Sheet 7 of 14 Sheets)

Plan:
DP1191156

Plan of Subdivision of Lot 9 in DP1184276 and Lot 10 in
DP1184276
Covered by subdivision Certificate No. *SC14/0003*

- b. exposed aggregate concrete finish;
 - c. permeable driveways are encouraged;
 - d. coloured concrete inserts.
- (m) outdoor structure controls of:
- (i) outdoor structures including pergolas, gazebos and storage sheds must be constructed in materials to complement the Main Dwelling however solid masonry is not permitted;
 - (ii) open side pergolas may only be built to the boundary if they are no greater than 5 metres in length and do not obstruct a neighbours view.
- (n) fencing controls of:
- (i) to a street front boundary: front and return fences to maximum height of 1.5 metres with a maximum solid fence height of 600mm; above the solid wall the fence is to have a minimum openness ratio of 60%. Fencing should be softened through the use of landscaping;
 - (ii) to a side boundary: fences to a maximum height of 1.5 metres from the street front boundary line to the building line and 2.0 metres for the remaining length of the Lot, constructed only of timber, brushwood or masonry;
 - (iii) to a rear boundary: fencing is to be a maximum height of 2.0 metres and constructed of timber, brushwood and masonry;
 - (iv) to a corner lot fence: fencing to a secondary street boundary on a corner lot must not be greater than 1.8 metres high, to a maximum of 75% solid construction and be built from timber, brushwood or masonry.
- (o) ancillary structures: solar hot water systems, solar panels, antennas, satellite dishes, air conditioners and other ancillary structures must be designed to be an integral part of the Main Dwelling and hidden from view from surrounding properties where possible.

Two handwritten signatures in black ink are located at the bottom right of the page. The first signature is a stylized, cursive 'M' followed by a flourish. The second signature is a more legible cursive name, possibly 'J. Mungrove'.

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

(Sheet 8 of 14 Sheets)

Plan:
DP1191156

Plan of Subdivision of Lot 9 in DP1184276 and Lot 10 in
DP1184276
Covered by subdivision Certificate No. *SC14(0003)*

- (p) stormwater treatment:
- (i) all Lots must comply with the Basix requirements stipulated by the Tweed Shire Council and the NSW State Government;
 - (ii) it is preferred that dwellings store rainwater within tanks for the purpose of re-use for household applications or irrigation of landscaping;
 - (iii) all Lots must provide for an onsite stormwater infiltration system and structure levels within the site so as to cater for overland flow and surcharge flow from the infiltration pit to the street and away from the house and adjoining properties in accordance with Tweed Shire Council policies;
- (8) "Lot" means a lot in the Plan;
- (9) "Main Dwelling" means the principal residence constructed or to be constructed on a Lot;
- (10) "Plan" means the plan of subdivision to which this instrument relates;
- (11) "Relevant Authority" means the authority that has the power to give development consent in respect of a Lot.
- (12) "Required Documents" means 2 copies of the following completed documents, and any other documents requested by the ARC:
- (a) Sketch review application form as nominated by Villa World from time to time;
 - (b) Schematic design drawings including a site plan to scale 1:200 showing:
 - Northpoint;
 - Property lines with metres 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



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

(Sheet 9 of 14 Sheets)

Plan:
DP1191156

Plan of Subdivision of Lot 9 in DP1184276 and Lot 10 in DP1184276
Covered by subdivision Certificate No. SC.4\0003

walls where relevant;

- (c) Floor plans and roof plans (to scale 1: 100);
 - (d) Building elevations and/or sections (scale 1: 100) showing external materials and colours to be used (including descriptions of materials used);
 - (e) Floor to floor / ceiling heights, height to eaves and overall height from natural ground level; and
 - (f) Roof form and pitches
 - (g) Detailed landscaping plan.
- (13) "Subdivision" means the subdivision of a Lot by a plan creating more than one lot;
- (14) "Variation" means consent by the ARC to Building Works which are inconsistent with a previous approval given by the ARC;
- (15) "Villa World" means Villa World Developments Pty Ltd ACN 010 621 226.

11.2 Restriction

- (1) No Development Application may be made without the prior written approval of the ARC.
- (2) No Building Works may be commenced on a Lot without the prior written approval of the ARC, which consent may be given, given on conditions, or refused in the absolute discretion of the ARC. The ARC will not unreasonably withhold its consent if the Building Works comply with the Design and Building Standards and any design guidelines published by the ARC from time to time.
- (3) Building Works must not differ from works approved by the ARC without a Variation which may be approved or refused by the ARC in its absolute discretion.
- (4) No Consolidation or Subdivision may take place without the prior written approval of the ARC in its absolute discretion.
- (6) No application for consent of the ARC in respect of Building Works may be made without that application being accompanied by the Required Documents.
- (7) No advertisement, hoarding, sign or similar structure may be erected or remain on a Lot or on a building erected on a Lot other than one (1) "for sale" sign or a builder's sign either of which is to be no larger than one (1) metre by 75cm without the written consent of the ARC.



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(Sheet 10 of 14 Sheets)

Plan: DP1191156 Plan of Subdivision of Lot 9 in DP1184276 and Lot 10 in DP1184276
Covered by subdivision Certificate No. SC14/0003

- (8) 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.
- (9) No Lot may be kept other than in an Approved State nor may any material be stored on a vacant Lot without the written approval of the ARC in its absolute discretion.
- (10) No person may live in any temporary structure or caravan on a Lot at any time or in any part of a Main Dwelling during its construction.
- (11) No caravan, trailer, commercial vehicle or boat may be parked on a street, footpath or driveway.
- (12) No caravan, trailer, commercial vehicle or boat may remain on a Lot unless it is screened and stored in a manner consistent with the design of the Main Dwelling to the satisfaction of the ARC in its absolute discretion.
- (13) No person shall conduct repairs or restorations to any motor vehicle, boat, caravan, trailer or other vehicle except within the garage of the burdened lot.
- (14) No clothesline shall be erected unless it is screened from view from the street frontage.
- (15) No sand, soil or gravel or other material may be excavated from a Lot except as approved by the ARC in its absolute discretion.
- (16) No plants listed herein shall be planted or grown on each lot burdened:

Trees

Botanical Name

Common Name

Acacia saligna	Golden Wreath Wattle
Cinnamomom camphora	Camphor Laurel
Erythrina x sykesii	Coral Tree
Ficus elastica	Rubber Tree
Ficus hillii	Small Fruited Fig
Meleleuca leucadendron	Weeping Paperbark
Schefflera actinophylla	Umbrella Tree
Spathodea campulata	African Tulip Tree

Shrubs

Botanical Name

Common Name

Acacia podalyrifolia	Queensland Silver Wattle
Baccharis halmimifolia	Groundsel Bush
Grevillea banksii	Red Flowering Silky Oak

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(Sheet 11 of 14 Sheets)

Plan: Plan of Subdivision of Lot 9 in DP1184276 and Lot 10 in
DP1191156 DP1184276
Covered by subdivision Certificate No. SC14/0003

Lantana camara	Lantana
Leptospermum laevigatum	Coast Teatree
Ochna serrulata	Ochna
Senna floribunda	Smooth Senna
Senna pendula	Winter Senna
Solanum mauritianum	Wild Tobacco Bush

Grass

Botanical Name

Common Name

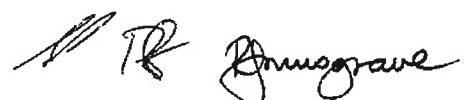
Andropogon virginicus	Whiskey Grass
Axonopus affinis	Narrow Leaved Carpet Grass
Axonopus compressus	Broad Leaved Carpet Grass
Cenchrus echinatus	Mossman River Grass
Chloris gayana	Rhodes Grass
Digitaria ciliaris	A Summer Grass
Digitaria violascens	
Eleusine indica	Crowsfoot Grass
Eragrostis tenuifolia	Elastic Grass
Melinis minutifolia	Molasses Grass
Melinis repens	Red Natal Grass
Panicum maximum	Guinea Grass
Paspalum notatum	Bahia Grass
Paspalum urvillei	Vasey Grass
Paspalum wettsteinii	Broad Leaved Paspalum
Pennisetum purpureum	Elephant Grass
Seteria sphacelata	South African Pigeon Grass
Sporobolus indicus var. capensis	Paramatta Grass
Stenotaphrum secundatum	Buffalo Grass
Urochloa decumbens	Signal Grass

Herb/Forb

Botanical Name

Common Name

Ageratina adenophora	Crofton Weed
Ageratina riparium	Mistflower
Ageratum housonianum	Blue Billygoat Weed
Amaranthus viridis	Green Amaranth
Ambrosia artemisifolia	Annual Ragweed
Bidens pilosa	Farmer's Friends
Bryophyllum delagoense	Mother of Millions
Bryophyllum pinnatum	Ressurrection Plant
Cakile edentula	American Sea Rocket
Chamaesyce nutans	
Chamaesyce supina	Red Caustic Weed
Chrysanthemoides monilifera subsp. rotundata	Bitou Bush
Conyza albida	A Fleabane
Conyza bonariensis	Flaxleaf Fleabane



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(Sheet 12 of 14 Sheets)

Plan: Plan of Subdivision of Lot 9 in DP1184276 and Lot 10 in DP1184276
DP1191156 Covered by subdivision Certificate No. *SC14/0003*

Conyza parva	A Fleabane
Coeopsis lanceolata	Coreopsis
Cornopus didymus	Lesser Swinegrass
Crassocephalum crepidioides	Thickhead
Crotalaria incana	Wolly Rattlepod
Crotalaria lanceolata	A Rattlepod
Euphorbia cyathophora	Painted Spurge
Gloriosa superba	Gloriosa
Gomphocarpus fruticosus	Narrow Leaved Cotton Bush
Helianthus tuberosus	Jerusalem Artichoke
Hydrocotyle bonariensis	A Pennywort
Hypochaeris radicata	Catsear
Lotononis bainesii	Lotononis
Oenothera drummondii	Beach Evening Primrose
Oenothera indecora subsp. bonariensis	Small Flowering Evening Primrose
Oenothera mollissima	An Evening Primrose
Oenothera stricta	Sweet Scented Evening Primrose
Oxalis species A	A Wood Sorrel
Phyllanthus tenellus	Inkweed
Phytolacca octandra	

- (17) No person shall occupy a Lot unless curtains or blinds are installed to all street facing windows in the Main Dwelling.
- (18) No person shall use any lot burdened for the purpose of a builder's display home without the written consent of Villa World which may be withheld or be approved on conditions in the absolute discretion of Villa World.
- (19) For the benefit of any adjoining land owned by Villa World, but only during the ownership thereof by Villa World, 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 Villa World provided that such consent shall not be withheld if:
- (a) such fence is erected without expense to Villa World; and
 - (b) such fence has been approved by the ARC.

Name of person empowered to release, vary or modify easement numbered 1, 2, 3, 4, 5 in the plan

Tweed Shire Council



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(Sheet 13 of 14 Sheets)

Plan: DP1191156 Plan of Subdivision of Lot 9 in DP1184276 and Lot 10 in DP1184276 Covered by subdivision Certificate No. 514/0003

Name of person empowered to release, vary or modify easement numbered 6 in the plan

Essential Energy

Name of person empowered to release, vary or modify restriction numbered 7, 8, 9, 10, 11, 12 and 13 in the plan

Tweed Shire Council

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

Villa World Developments Pty Ltd ACN 010 621 226

Raymond Musgrave
R Musgrave
Tweed Shire Council
Authorised Officer

[Signature]
Signature of Witness
Stephen Kelly
Name of Witness
22 Anderson Ave
Ashgrove
Brisbane QLD 4060
Address of Witness

Executed by Villa World Developments Pty Ltd ACN 010 621 226 by its duly authorised attorney under power of attorney Book 4662 No 740 in the presence of in accordance with section 127 Corporations Act

~~Signature of Witness
Name of Witness
Address of Witness~~

[Signature]
Signature of attorney Director
BRADLEY JAMES SCALE
Name of attorney Director

[Signature]
Signature of Director
Scott Russell PAUTEN.
Name of Director

[Signature] R Musgrave

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

(Sheet 14 of 14 Sheets)

Plan: Plan of Subdivision of Lot 9 in DP1184276 and Lot 10 in DP1184276
DP1191156 Covered by subdivision Certificate No. SC14/0003
Dated 21.3.2014

Executed by Essential Energy by its duly authorised person under power of attorney Book 4641 No 640 in the presence of

[Signature]
Signature of Witness
DIVISIONAL ASSISTANT
ESSENTIAL ENERGY
Name of Witness
8 Buller Street
Port Macquarie NSW 2444
Address of Witness

[Signature]
Signature of attorney
GENERAL MANAGER
NETWORK DEVELOPMENT
ESSENTIAL ENERGY
Name and title of attorney
[Signature]
Signature of attorney
REN STONES STREET
CHIEF ENGINEER
ESSENTIAL ENERGY
Name and title of attorney

[Signature]
Mortgagee
RICHIA MUNDHRA
MANAGER

Australian and New Zealand Banking Group
Limited ACN 005 357 522
by its attorney under
Power of Attorney Book 4376
No. 410 in the presence of:

[Signature]
Jonathan Kent Percy
Solicitor

REGISTERED  11.4.2014

[Handwritten initials]

DP1027531

Registered: 31.5.2000
 CA: SEE CERTIFICATE
 The System: TORRENS
 Purpose: SUBDIVISION
 Ref. Map: X-5460-1, X-5467-7
 Last Plan:

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

Lengths are in metres. Distances to 1:800
 L.G.A.: TWEED-SHIRE
 Locality: KINGSCLIFF
 Parish: CUDGEN
 County: ROUS

This is sheet 1 of plan in 4 sheets.
 (Subject to mapping)

Survey Certificate
 I, KENNETH GEORGE BUCKLEY
 of ASPECT MAPS, 20 Box 179, LEWISBO, NSW 2460
 a surveyor registered under the Surveyors Act 1982, hereby
 certify that the survey appearing in this plan is accurate,
 that the area made is in accordance with the Surveyors (Practice)
 Regulations 1996 and was completed on 28 THIRDC 2001
 The survey relates to LOTS 1 - 91, NEW ROADS AND
 EASEMENTS
 (Signature) *K.G. Buckley*
 Surveyor registered under the Surveyors Act 1982

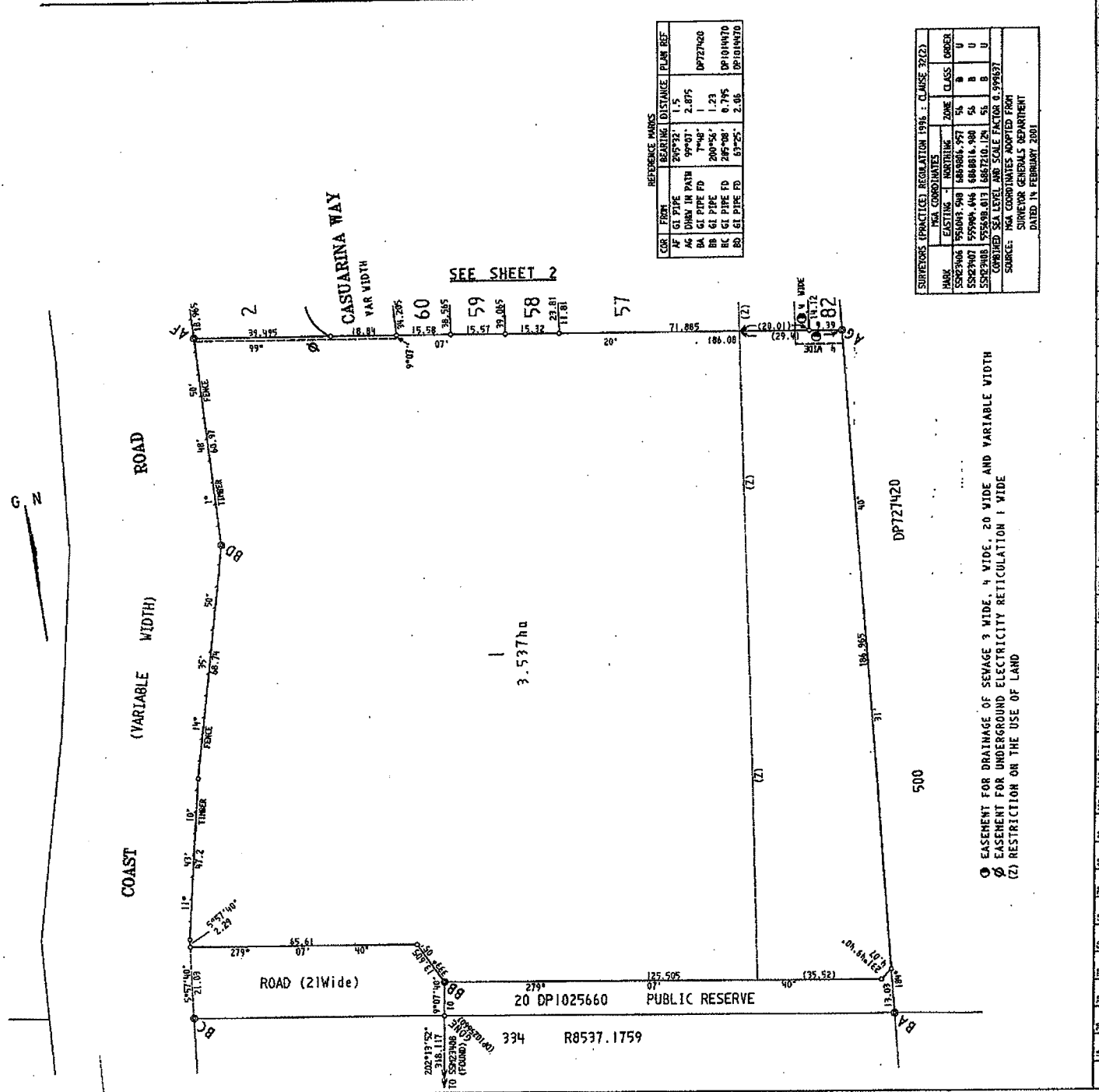
Area: XX-YY (DCA)-SHEET 4, Zone Suburban
 Plans used in preparation of survey:
 DP1014470
 DP1022418
 DP1025660

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

IT IS INTENDED TO DEDICATE TO
 THE PUBLIC AS ROAD:-
 CELESTWOOD DRIVE,
 CASUARINA WAY,
 HARPER COURT,
 BEASON COURT,
 BOZIER COURT,
 CHATFIELD COURT,
 ROAD 20 WIDE &
 PATHWAYS 5 WIDE.

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

(CONTINUED SHEET 2)



SURVEYORS (PRACTICE) REGULATION 1996 - CLAUSE 32(2)				
MARK	REA COORDINATES	MARKING	ZONE	CLASS
55223005	55223005	55223005	5A	U
55223006	55223006	55223006	5A	U
55223007	55223007	55223007	5A	U
55223008	55223008	55223008	5A	U

COMBINED SCALE LEVEL AND SCALE FACTOR 0.994937
 SOURCE: NGA COORDINATES ADAPTED FROM
 SURVEYOR GENERAL'S DEPARTMENT
 DATED 14 FEBRUARY 2001

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

SIGNATURES AND SEALS ONLY

 As mortgagee under mortgage No. 7151023 and 7151024 lodged in the Public Register of Mortgages and Charges to this plan of subdivision.

Witness: *Gillian Brown*
 Partner, Miller Elben Lawyers
 under Power of Attorney Instrument No. 310 Stock 4285

The Owners Corporation of 100 Beach Road, Kingscliff, NSW 2460
 Common Seal
 at

Director: *Circ Schwitz*
 Secretary: *Anne Emberton*
 18/5/01

PLAN APPROVED: *Andrew Oliver*
 Lead Draftsman
 Date of endorsement: 17.05.2001
 Submission Certificate No. *CA10101*
 File No. *201118014/18.18*
 I declare this plan is to be lodged instrumentally in the Land Titles Office, and it shall include a signature in an electronic or digital format approved by the Registrar-General.

DP1027531

Registered AS 31-5-2001

This is sheet 2 of the plan of 4 sheets dated 28 MARCH 2001

Sample registered under the Surveyors Act 1924.

This is sheet 2 of the plan of 4 sheets covered by Subdivision Certificate No. G12 of ()

Authorised Person: [Signature]

Date when plan is deposited: [Date]

For use where space is insufficient in any part of this Plan Part 2.

(CONTINUED FROM SHEET 1)

PURSUANT TO SECTION 88B OF THE COMPANIES ACT, 1913 AS AMENDED IT IS INTENDED TO:-

CREATE:

- 1 EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE, 4 WIDE, 20 WIDE AND VARIABLE WIDTH.
- 2 EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE, 4 WIDE, 10 WIDE AND VARIABLE WIDTH.
- 3 EASEMENT FOR DRAINAGE OF WATER 4 WIDE AND VARIABLE WIDTH.
- 4 EASEMENT FOR DRAINAGE OF WATER 10 WIDE, 20 WIDE AND VARIABLE WIDTH.
- 5 EASEMENT FOR DRAINAGE OF WATER 10 WIDE, 20 WIDE AND VARIABLE WIDTH.
- 6 RIGHT OF CARRIAGE WAY 10 WIDE AND 20 WIDE.
- 7 EASEMENT FOR UNDERGROUND ELECTRICITY RETICULATION 1 WIDE.
- 8 RESTRICTION ON THE USE OF LAND.
- 9 RESTRICTION ON THE USE OF LAND.
- 10 RESTRICTION ON THE USE OF LAND.
- 11 RESTRICTION ON THE USE OF LAND.
- 12 RESTRICTION ON THE USE OF LAND.
- 13 RESTRICTION ON THE USE OF LAND.
- 14 RESTRICTION ON THE USE OF LAND.

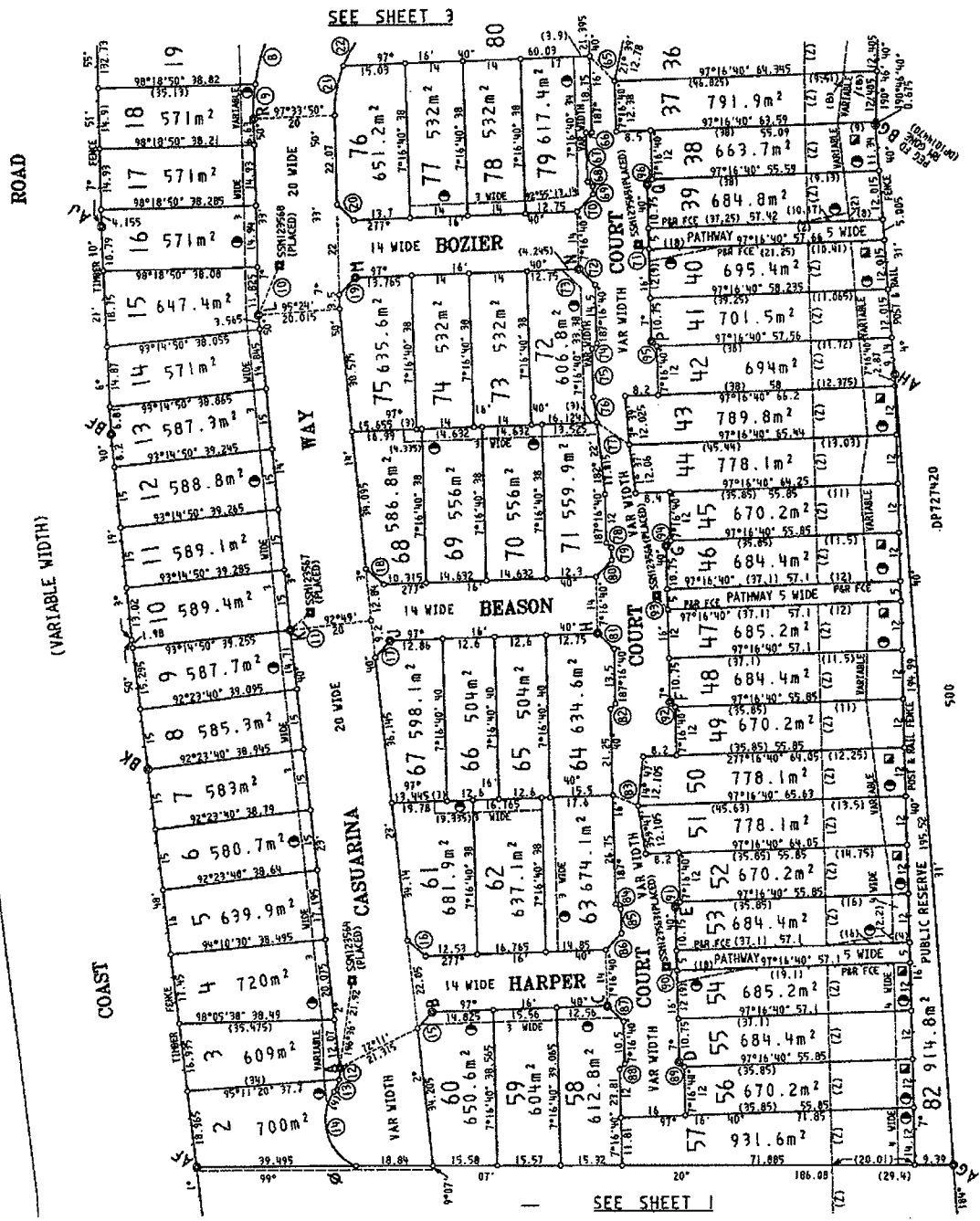
RELEASE:

- 1 RIGHT OF CARRIAGEWAY 20 METRES WIDE & VARIABLE (DP104470).
- 2 EASEMENT TO DRAIN SEWAGE 3 WIDE (DP104470).
- 3 EASEMENT FOR DRAINAGE AND SERVICES 20 WIDE (DP104470).

Reduction Ratio 1:800

NO	BEARING	DISTANCE	AREA	WIDTH
1	028°01'20"	48.385	50.5	50
2	017°20'	8.9	8.31	90
3	211°46'	6.56	2.93	9
4	237°41'	2.92	3.235	9
5	019°43'	3.315	21.875	12.5
6	012°14'	1.16	5.41	9
7	09°50'	2.875	2.41	9
8	09°50'	2.875	2.41	9
9	32°52'	2.045	12.108	12.28
10	018°14'	28.03	8.75	24.725
11	018°14'	8.75	1.71	20
12	187°16'40"	12	5.655	20
13	187°16'40"	2	2.91	20
14	122°03'	5.655	5.655	20
15	187°17'	6.53	1.71	20
16	323°17'	1.71	6.28	20
17	187°16'40"	12	1.71	20
18	187°16'40"	3	5.655	20
19	187°16'40"	3	5.655	20
20	187°16'40"	4.8	1.71	20
21	021°08'	1.71	5.655	20
22	187°16'40"	4	5.655	20
23	187°16'40"	5.655	1.71	20
24	187°16'40"	1.71	2.89	20
25	118°45'	1.71	1.71	20
26	52°17'	1.71	4.375	20
27	159°21'	1.71	1.71	20
28	52°17'	1.71	1.71	20
29	322°17'	1.71	1.71	20
30	52°17'	1.71	1.71	20
31	52°17'	1.71	1.71	20
32	52°17'	1.71	1.71	20
33	52°17'	1.71	1.71	20
34	52°17'	1.71	1.71	20
35	52°17'	1.71	1.71	20
36	52°17'	1.71	1.71	20

COR	FROM	TO	BEARING	DISTANCE	PUMP DEP.
A	DPW'S IN NB	252°11'	5.125 & 15.68		
B	DPW'S IN NB	182°24'	9	4	11
C	DPW'S IN NB	187°17'	3.07 & 11.115		
D	DPW'S IN NB	97°17'	1.065 & 12.43		
E	DPW'S IN NB	97°17'	1.31 & 12.165		
F	DPW'S IN NB	97°17'	1.065 & 11.645		
G	DPW'S IN NB	97°17'	1.8 & 11.84		
H	DPW'S IN NB	187°17'	3.375 & 10.715		
I	DPW'S IN NB	182°24'	3.09 & 10.37		
J	DPW'S IN NB	275°15'	5.315		
K	DPW'S IN NB	275°24'	5.39 & 14.75		
L	DPW'S IN NB	187°17'	3.06 & 11.03		
M	DPW'S IN NB	187°17'	3.31 & 10.685		
N	DPW'S IN NB	97°17'	1.85 & 11.715		
O	DPW'S IN NB	97°17'	1.795 & 11.49		
P	DPW'S IN NB	277°22'	5.36 & 14.715		
Q	DPW'S IN NB	245°32'	2.875		
R	DPW'S IN NB	99°07'	2.875		
S	DPW'S IN NB	99°07'	2.875		
T	DPW'S IN NB	200°25'	1.36		
U	DPW'S IN NB	111°39'	1.06		
V	DPW'S IN NB	287°20'	4.94		
W	DPW'S IN NB	307°30'	1.5		



CONNECTIONS TO PERMANENT MARKS	FROM	TO	BEARING	DISTANCE
SRH23548	SRH23553	20°43'50"	570.05	
SRH23549	SRH23554	271°45'38"	77.233	
SRH23550	SRH23555	2°54'23"	91.518	
SRH23551	SRH23556	3°53'00"	86.218	
SRH23552	SRH23557	41°09'41"	124.453	
SRH23553	SRH23558	177°36'38"	194.983	
SRH23554	SRH23559	276°13'48"	87.959	
SRH23555	SRH23560	185°51'26"	84.794	
SRH23556	SRH23561	276°38'19"	84.996	
SRH23557	SRH23562	187°16'22"	91.946	

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

(B) LAND EXCLUDES MINERALS - 1988

SRH23548 IS SOUTH OF LOT 1 (SHEET 1)

SRH23549 IS ON SHEET 3

DP2727420

500

SEE SHEET 1

SEE SHEET 3

DP1027531

Registered 31.5.2001

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

Survey registered under the Survey Act 1974

This is sheet 3 of the plan of 4 sheets covered by Submission Certificate No. 612 of '01

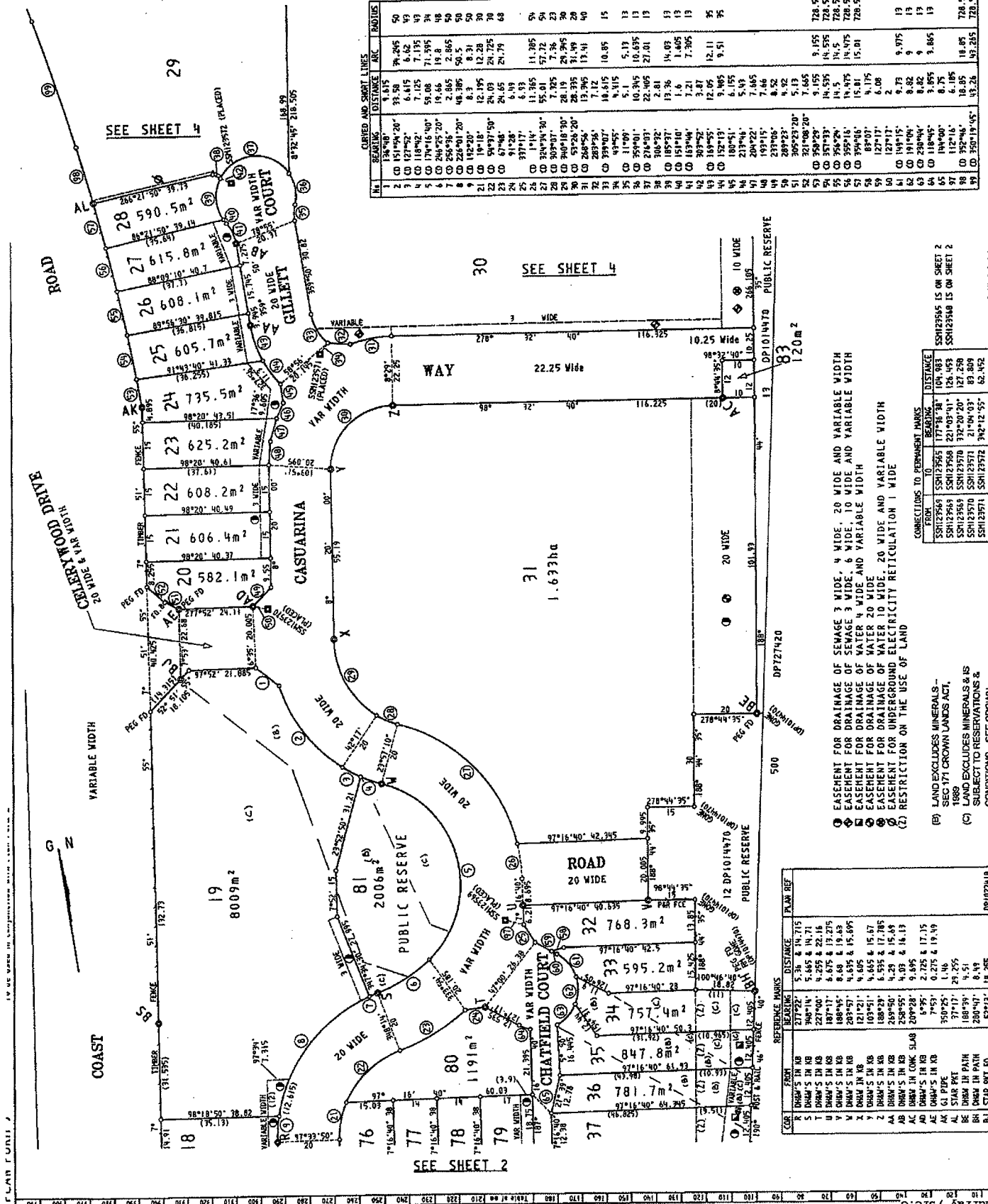
Actual Physical Possession/Ownership/Control/Title

• Dates whenever is applicable

For use where space is insufficient in 607 please see Plan Form Z.

Reduction Ratio 1:800

SURVEY'S REFERENCE: A678/8A (CHECKLIST)



NO	BEARING	DISTANCE	ARC	RADIUS
1	134°40'	4.615		50
2	CD 151°04'20"	33.58	34.245	43
3	CD 127°42'	6.415	6.62	43
4	CD 18°42'	7.125	7.195	34
5	CD 174°16'40"	55.08	55.08	50
6	CD 255°52'20"	3.865	2.865	50
7	CD 226°01'20"	48.395	50.5	50
8	CD 182°20"	8.3	8.31	50
9	CD 181°18'	12.195	12.28	30
21	CD 54°37'50"	24.03	24.725	30
22	CD 91°28'	24.65	24.75	68
23	CD 337°17'	6.93	6.93	50
24	CD 1°14'	11.365	11.365	50
25	CD 204°34'30"	55.01	57.72	23
26	CD 80°07'	7.325	7.36	34
27	CD 300°18'30"	28.15	24.295	34
28	CD 334°20'	23.595	17.4	50
29	CD 288°26'	7.12	7.12	50
30	CD 288°07'	10.615	10.85	15
31	CD 43°45'	9.415	9.415	15
32	CD 11°09'	5.1	5.13	13
33	CD 354°01'	10.345	10.635	13
34	CD 274°03'	22.405	27.01	13
35	CD 304°32'	2.81	2.81	13
36	CD 185°37'	13.36	14.03	13
37	CD 151°10'	1.6	1.605	13
38	CD 187°44'	7.21	7.305	13
39	CD 30°52'	3.47	3.47	13
40	CD 182°19'	9.485	12.09	13
41	CD 108°41'	5.135	5.135	13
42	CD 204°22'	7.665	7.665	13
43	CD 189°15'	4.52	4.52	13
44	CD 239°03'	8.32	8.32	13
45	CD 289°23'	4.92	4.92	13
46	CD 302°23'20"	5.13	5.13	13
47	CD 350°29'	9.155	9.155	13
48	CD 357°33'	14.535	14.535	13
49	CD 355°28'	14.5	14.5	13
50	CD 355°16'	14.475	14.475	13
51	CD 359°46'	15.01	15.01	13
52	CD 89°07'	4.175	4.175	13
53	CD 127°17'	2.08	2.08	13
54	CD 144°15'	6.73	6.73	13
55	CD 141°04'	8.82	8.82	13
56	CD 234°04'	8.82	8.82	13
57	CD 118°45'	3.055	3.055	13
58	CD 144°00'	8.75	8.75	13
59	CD 95°2'46"	6.185	6.185	13
60	CD 352°46"	18.85	18.85	13
61	CD 350°19'45"	19.26	19.26	13

FROM	TO	BEARING	DISTANCE
SSHI23545	SSHI23546	177°38'38"	104.983
SSHI23546	SSHI23547	221°03'41"	126.453
SSHI23547	SSHI23548	332°20'20"	127.248
SSHI23548	SSHI23549	21°04'03"	83.809
SSHI23549	SSHI23550	342°12'55"	62.452
SSHI23550	SSHI23551	349°53'05"	543.284

- (A) EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE, 4 WIDE, 20 WIDE AND VARIABLE WIDTH
- (B) EASEMENT FOR DRAINAGE OF WATER 4 WIDE AND VARIABLE WIDTH
- (C) EASEMENT FOR DRAINAGE OF WATER 20 WIDE
- (D) EASEMENT FOR DRAINAGE OF WATER 10 WIDE, 20 WIDE AND VARIABLE WIDTH
- (E) EASEMENT FOR UNDERGROUND ELECTRICITY RETICULATION 1 WIDE
- (F) RESTRICTION ON THE USE OF LAND

REFERENCE MARKS	DISTANCE	PLAN REF
1	3.165	DP1027531
2	3.165	DP1027531
3	3.165	DP1027531
4	3.165	DP1027531
5	3.165	DP1027531
6	3.165	DP1027531
7	3.165	DP1027531
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79	3.165	DP1027531
80	3.165	DP1027531
81	3.165	DP1027531
82	3.165	DP1027531
83	3.165	DP1027531
84	3.165	DP1027531
85	3.165	DP1027531

(A) LAND EXCLUDES MINERALS - SEC 171 CROWN LANDS ACT, 1955
 (B) LAND EXCLUDES MINERALS & IS SUBJECT TO RESERVATIONS & CONDITIONS - SEE CROWN GRANT
 (C) LAND EXCLUDES MINERALS & IS SUBJECT TO RESERVATIONS & CONDITIONS - SEE CROWN GRANT
 (D) LAND EXCLUDES MINERALS & IS SUBJECT TO RESERVATIONS & CONDITIONS - SEE CROWN GRANT
 (E) LAND EXCLUDES MINERALS & IS SUBJECT TO RESERVATIONS & CONDITIONS - SEE CROWN GRANT
 (F) LAND EXCLUDES MINERALS & IS SUBJECT TO RESERVATIONS & CONDITIONS - SEE CROWN GRANT

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

(Sheet 1 of 16 sheets)

DP1027531

Subdivision covered by Council's Certificate No C12 of 2001

Full name and address of owner of the land:

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

Full name and address of mortgagee of the land:

Westpac Administration Pty Limited ACN 008
617 203 of Westpac Legal, Level 5, 1 Farrell
Place, Canberra, ACT, 2600

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

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit á prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited Lot(s), bodies or Prescribed Authority:
1	Easement for drainage of sewage 3 wide, 4 wide, 20 wide and variable width.	1 to 19 (inclusive), 21 to 27 (inclusive), 31, 34 to 63 (inclusive), 68 to 72 (inclusive), 77 to 79 (inclusive)	Tweed Shire Council
2	Easement for drainage of sewage 3 wide, 6 wide, 10 wide and variable width.	30, 86, 87	Tweed Shire Council
3	Easement for drainage of water 4 wide and variable width.	34 to 57 (inclusive) 34 35 36 37 38 39 40 41 42 43 44 45	Tweed Shire Council 35 to 57 (inclusive) 36 to 57 (inclusive) 37 to 57 (inclusive) 38 to 57 (inclusive) 39 to 57 (inclusive) 40 to 57 (inclusive) 41 to 57 (inclusive) 42 to 57 (inclusive) 43 to 57 (inclusive) 44 to 57 (inclusive) 45 to 57 (inclusive) 46 to 57 (inclusive)

DP1027531

(Sheet 2 of 16 sheets)

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

DP1027531

(Sheet 3 of 16 sheets)

Part 1A (Release)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre to be released and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited Lot(s), bodies or Prescribed Authority:
1	Right of Carriageway 20 wide and variable (DP 1014470).	21/1025660	2/1014470
2	Easement to drain sewage 3 wide (DP 1014470).	2/1014470 3/1014470 4/1014470	Tweed Shire Council
3	Easement for Drainage and Services 20 wide (DP 1014470)	3/1014470	Tweed Shire Council

Part 2 (Terms)

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

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

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

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

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

3. Term of Restriction on Use eighthly referred to in the abovementioned plan:

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

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

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

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

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

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(Sheet 4 of 16 sheets)

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

- 6.1 Roof water from dwellings or structures must be discharged to an infiltration pit sized to accommodate the 3 month average recurrence interval storm.
- 6.2 Any infiltration pit created on a lot burdened shall be approved by the certifying authority that certifies any construction certificate for any dwelling constructed on a lot burdened and any application to the certifying authority for a construction certificate in respect of a dwelling shall be accompanied by a design for the proposed infiltration pit.

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

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

Vines and Creepers

Common Name

Species

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

Groundcovers

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



DP1027531

(Sheet 5 of 16 sheets)

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
Painted Spurge
Shasta Daisy
Silver-leaved
Desmodium

Wandering Jew, Tradie, Striped Tradescantia fluminensis
Wandering Jew, Striped Tradie Zebrina pendula

Vinca major
Canna Indica
Alpinia calcarata
Rivina humilis
Crocosmia x crocosmia
Epidendrum sp.
Alocasia aroides
Nephrolepis exalta
Nephrolepis cordifolia
Hypoestes sanguinolenta
Gloriosa superba
Protasparagus aethiopicus
Commelina benghalensis
Hedychium gardnerianum

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

Shrubs

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

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

Privet:

Ardisia crenata
Pennisetum purpureum
Phyllostachys nigra
Arundinaria ssp.
Bambusa ssp.
Chrysanthemoides monilifera
Buddleja madagascariensis
Senna pendula var.
glabrata
Senna X floribunda
Ricinus communis
Agave spp.
Cestrum parqui
Cestrum nocturnum
Cestrum aurantiacum
Coffee arabica
Eugenia dombeya
Gleditsia triacanthos
Lantana camara
Ochna serrulata
Murraya exotica
Murraya paniculata

DP1027531

(Sheet 6 of 16 sheets)

Large-leaved
Small-leaved
Singapore Daisy
Tobacco Bush

Ligustrum lucidum
Ligustrum sinense
Wedelia trilobata
Solanum mauritianum

Trees

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

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

Camphor Laurel
Chinese Elm

Cockspur Coral Tree
Coral Tree
Orange Coral tree

Erythrina crista-galli
Erythrina sykesii
Erythrina nigra

Cocos Palm,
Queen Palm
Golden Rain Tree
Golden Trumpet Tree
Guava:
Cherry Guava
Large Yellow Guava
Icecream Bean
Jaboticaba
Jacaranda
Loquat
Mexican Tree Fern Tree
Mulberry

Syagrus romanzoffiana

Koelreuteria paniculata
Tabebuia chrysantha

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

Pine Tree

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

Toxicodendron succedaneum
Ficus elastica
Ailanthus altissima
Schefflera actinophylla
Salix spp.

7.2 No person occupying a lot burdened shall have more than one dog upon any lot burdened and shall not have any such dog unless the boundaries of the subject lot are securely fenced.


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

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

1.1 **Definitions**

- (1) "**AMCORD**" means the Australian Model Code of Residential Development;
- (2) "**ARC**" or "**Architectural Review Committee**" means a committee nominated by Kings Beach from time to time;
- (3) "**Beachfront Lot**" means a Lot which fronts the beach, adjoins the beach or is separated from the beach by only an esplanade;
- (4) "**Building Works**" means any works or proposed works in respect of a Lot or Lots including without limitation proposed external construction, alterations, additions, extensions and repairs whether to dwellings or associated structures or buildings, or fences, retaining walls, exterior lighting, driveways or recreational facilities. It includes landscaping and tree planting, painting and repainting;
- (5) "**Building Works Consent Body**" means Kings Beach or the ARC;
- (6) "**Consolidation**" means a proposal by a proprietor of a Lot to consolidate that Lot with one or more other Lots as one land title;
- (7) "**Corner Lot**" means a lot bounded by 2 or more roads where the roads intersect and join;
- (8) "**Council**" means Tweed Shire Council;
- 

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(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; and

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

- (c) minimum setback from the Street Front Boundary is 6 metres, except in relation to verandahs, the set back for which must be in accordance with clause 1.1(9)(q);
- (d) minimum setback from a Secondary Street Boundary of a Corner Lot of 3 metres;
- (e) minimum Side Boundary setback of 900mm to the fascia and in compliance with Element 5.4; Building Envelope and Siting of AMCORD, except that in relation to:
 - (i) a Non-Beachfront Lot, a side or rear wall of a garage may abut the Side or Rear Boundary and must be constructed of maintenance free materials such as masonry; and
 - (ii) for a Beachfront Lot, a side wall of a garage may abut the Side Boundary and must be constructed of maintenance free materials such as masonry;
- (f) minimum Rear Boundary setback of 6 metres, and in accordance with Element 5.4 - Building Envelope and Siting, of AMCORD. For a Beachfront Lot, the Rear Boundary is the boundary line between the 2(e) Zone and the 7(f) Zone and no setback is required from this line;



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- (g) Site Coverage must not exceed 50% of the area of a Lot;
- (h) roofing only of matt finished profiled metal deck (eg. copper, zinc or Colourbond) or flat shingle profile tiles;
- (i) minimum eaves overhang of 600mm;
- (j) no curved or undulating parapets;
- (k) external walls of Main Dwelling only of the following materials:
 - (i) masonry finished in a rendered and painted textured finish;
 - (ii) masonry finished in a bagged and painted finish;
 - (iii) fibre cement wall sheeting;
 - (iv) timber shingles; and/or
 - (v) timber weather boards or plywood with a painted or stained finish;
 - (vi) plain brickwork (subject to clause 1.1(9)(l));
 - (vii) metal deck cladding (subject to clause 1.1(9)(m));
- (l) maximum 10% plain brickwork on total area of external wall surfaces and 100% solid construction of walls only with ARC approval;
- (m) metal deck cladding not to exceed 50% of total area of external wall surfaces;
- (n) external colours to complement the beach surroundings;
- (o) ground floor windows and verandahs suitably screened by dense landscaping or screen fencing to a maximum height of 1.8 metres;



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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;



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

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

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

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

(bb) fencing for a Beachfront Lot as follows:

- (i) to Street Front Boundary to maximum height of 1.2 metres, no more than 75% solid construction and constructed only from timber, brushwood or masonry (metal railings permitted).
- (ii) Side Boundary fencing to a maximum height of 1.2 metres from Street Front Boundary to building line and maximum height of 1.8 metres up to the boundary line between the 2(e) Zone and the 7(f) Zone and a maximum height of 1.2 metres for the remaining length of the Lot, constructed only of timber, brushwood or masonry (metal railings permitted).
- (iii) fencing between a Beachfront Lot and the beach reserve to be a maximum height of 1.2 metres;



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- (cc) fencing for a Non-Beachfront Lot which is a Corner Lot to Secondary Street Boundary to be a maximum height of 1.2 metres, no more than 75% solid construction and constructed of timber, brushwood or masonry (metal railings permitted);
- (10) **"Development Application"** means an application to Council for development consent in respect of a Lot;
- (11) **"Kings Beach"** means Kings Beach (No. 2) Pty Ltd ACN 088 124 190;
- (12) **"Lot"** means a lot in the Plan;
- (13) **"Main Dwelling"** means the principal residence constructed or to be constructed on a Lot;
- (14) **"Natural Benefits"** means the benefits of each Lot's natural elements to the intent that the westerly and southwesterly aspects should be limited to the siting of garages, laundries, storerooms and other service areas, and living, eating and sleeping spaces should be orientated predominantly to the north or northeast, using Element 5.1 - Site Planning of AMCORD 95 as a guideline.
- (15) **"Non-Beachfront Lot"** means a Lot that is not a Beachfront Lot
- (16) **"Plan"** means the plan of subdivision to which this Instrument relates.
- (17) **"Primary Street Boundary"** means any boundary line, or part, which coincides with the alignment of the street to which the property is rated by Council (which is usually the narrowest boundary).
- (18) **"Required Documents"** means 2 copies of all relevant documents to be lodged with or in respect of any Development Application, and any other documents requested by the Building Works Consent Body including:
- (a) Sketch review application form as nominated by Kings Beach from time to time;
- (b) Schematic design drawings including a site plan to scale 1:200 showing:
- Northpoint;
 - Property lines with metes and bounds;
 - Building setbacks dimensioned;

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- Building footprint with entries, verandahs, balconies, terraces, pools, pergolas and overhangs shown;
 - Location of parking and garages;
 - Driveways, paths, landscaping and retaining walls;
- (c) Floor plans and roof plans (to scale 1: 100);
- (d) Elevation plan (scale 1: 100) showing materials and colours to be used, floor to floor heights, height to eaves and overall height from natural ground level, roof pitches and signage.
- (19) **"Rear Boundary"** means any boundary line, or part which coincides with the alignment of another property or public open space furthest away from the street;
- (20) **"Secondary Street Boundary"** means any boundary line, or part, which coincides with the alignment of a street which is not the Primary Street Boundary;
- (21) **"Side Boundary"** means any boundary line or part, which coincides with the alignment of another Lot;
- (22) **"Site Coverage"** means that portion of a Lot which is covered by a building or other structure having an impervious roof, including balconies and eaves;
- (23) **"Street Front Boundary"** means any boundary line, or part, of a Lot which coincides with the alignment of a primary street;
- (24) **"Temporary Structures"** means Building Works which do not comply with Design Standards, but have approval of the Building Works Consent Body and are associated with construction of Building Works which comply with Design and Building Standards and have the approval of the Building Works Consent Body;
- (25) **"Variation"** means consent by the Building Works Consent Body to Building Works which are inconsistent with the Design and Building Standards;
- (26) **"2(e) Zone"** means the 2(e) (Residential Tourist) Zone under the Tweed Local Environment Plan 1987;
- (27) **"7(f) Zone"** means the 7(f) (Environmental Protection (Wetlands)) Zone and 7(f) (Environmental Protection (Coastal Lands)) Zone under the Tweed Local Environment Plan 1987 as these may apply to the Lots.




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1.2 Restriction

- (1) No Development Application may be made without the prior written approval of the Building Works Consent Body.
- (2) No Building Works (other than Temporary Structures) may be commenced on a Lot without the prior written approval of the Building Works Consent Body, which consent may be given, given on conditions, or refused in the discretion of the Building Works Consent Body. The Building Works Consent Body will not unreasonably withhold its consent if the Building Works comply with Design and Building Standards.
- (3) Building Works must not differ from works approved by the Building Works Consent Body without a Variation which may be approved or refused by the Building Works Consent Body in its absolute discretion.
- (4) No Consolidation may take place without the prior written approval of the Building Works Consent Body (in its absolute discretion).
- (5) No application for consent of the Building Works Consent Body in respect of Building Works or Consolidation may be made without that application being accompanied by Required Documents.
- (6) A Lot must not be left in a vacant state for more than:
 - (a) 2 years from the date of this instrument; or
 - (b) if the Lot has been purchased from Kings Beach, 2 years from the date of settlement of the purchase of the Lot from Kings Beach,without a Main Dwelling being constructed (and completed) on the Lot during such period and landscaping (to a reasonable standard) being made within 3 months of completion of Building Works of the Main Dwelling.
- (7) Temporary Structures must not be erected on a Lot unless associated with the construction of the Main Dwelling and then only present for the duration of the construction period.
- (8) For the benefit of any adjoining land owned by Kings Beach (No. 2) Pty Ltd ACN 088 124 190, but only during the ownership thereof by Kings Beach (No. 2) Pty Ltd ACN 088 124 190, its successors and assigns (other than purchasers on sale) no fence shall be erected on any lot burdened to divide such lot from the adjoining lot or lots without the consent of Kings Beach (No. 2) Pty Ltd ACN 088 124 190 provided that such consent shall not be withheld if:



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- (a) such fence is erected without expense to Kings Beach (No. 2) Pty Ltd ACN 088 124 190; and
- (b) such fence has been approved by the Building Works Consent Body.

1.3 Amendments

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

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

1.4 Severability

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

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

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

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

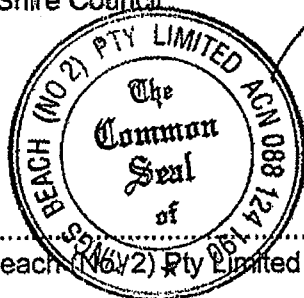
Tweed Shire Council

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

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

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

Tweed Shire Council



Murray
Director

[Signature]
Director

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

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

Westpac Administration Pty Limited



Clive Schulte
Director: Clive Schulte

Anne Embleton
Secretary: Anne Embleton
Investment Management Australia Limited

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

[Signature]
Tweed Shire Council 17.5.01

w:\jtb\139034

REGISTERED  28 31.5.2001

Planning Certificate under Section

10.7 (formerly Section 149)

Environmental Planning and Assessment Act, 1979

Land No. 81547

Applicant: SL Conveyancing
Po Box 1124
KINGSCLIFF NSW 2487

Certificate No: ePlanCer24/1226
Date of Issue: 02/05/2024
Fee Paid: \$67.00
Receipt No:

Your Reference:

eCustomer Reference: 245135

Property Description: Lot 65 DP 1191156; No. 1 Lambent Avenue CASUARINA

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

ITEM 1

Names of relevant planning instruments and development control plans

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

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

Item 1(1)

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

Tweed Shire LEP 2014

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

State Environmental Planning Policy (Planning Systems) 2021

State Environmental Planning Policy (Sustainable Buildings) 2022

Item 1(2)

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

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

Item 1(3)

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

Section A1 - Residential and Tourist Development Code

Section A2 - Site Access and Parking Code

Section A3 - Development of Flood Liable Land

Section A4 - Advertising Signs Code

Section A5 - Subdivision Manual

Section A6 - Biting Midge and Mosquito Control

Section A7 - Child Care Centres

Section A8 - Brothels Policy

Section A9 - Energy Smart Homes Policy

Section A10 - Exempt and Complying Development

Section A13 - Socio Economic Impact Assessment

Section A15 - Waste Minimisation and Management

Section A16 - Preservation of Trees or Vegetation

Section A17 - Business, Enterprise Corridor and General Industrial Zones

Section A18 - Heritage

Section A19 - Biodiversity and Habitat Management

Section B5 - Casuarina Beach

Section B9 - Tweed Coast Strategy

ITEM 2

Zoning and land use under relevant planning instruments

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

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

Item 2(a-c)

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

Zone R1 General Residential

1 Objectives of zone

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

2 Permitted without consent

Environmental facilities; Environmental protection works; Home occupations

3 Permitted with consent

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

4 Prohibited

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

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

[End of Zone R1 Table]

Item 2(d)

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

Not applicable.

Item 2(e) - Biodiversity Value:

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

Item 2(f) - Conservation Area:

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

Item 2(g) - Item of Environmental Heritage:

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

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

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

ITEM 3

Contributions Plans:

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

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

Section 94 Plan No 4 - Tweed Road Contribution Plan

Section 94 Plan No 11 - Tweed Shire Library Facilities

Section 94 Plan No 12 - Bus Shelters

Section 94 Plan No 13 - Eviron Cemetery

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

Section 94 Plan No 19 - Casuarina Beach/Kings Forest

Section 94 Plan No 22 - Cycleways

Section 94 Plan No 26 - Shirewide/Regional Open Space

Section 94 Plan No 32 - Developer Contributions for Heavy Haulage

ITEM 4

Complying Development

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

Part 3 Housing Code

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

Part 3A Rural Housing Code

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

Part 3B Low Rise Housing Diversity Code

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

Part 3C Greenfield Housing Code

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

Part 4 Housing Alterations Code

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

Part 4A General Development Code

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

Part 5 Industrial and Business Alterations Code

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

Part 5A Industrial and Business Buildings Code

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

Part 5B Container Recycling Facilities Code

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

Part 6 Subdivisions Code

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

Part 7 Demolition Code

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

Part 8 Fire Safety Code

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

Part 9 Agritourism and Farm Stay Accommodation Code

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

Qualifying Statement on Council Data Affecting this Item

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

ITEM 5

Exempt Development

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

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

Qualifying Statement on Council Data Affecting this Item

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

ITEM 6

Affected building notices and building product rectification orders

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

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

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

Item (1)(a-c)

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

ITEM 7

Land reserved for acquisition:

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

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

ITEM 8

Road Widening and Road Realignment:

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

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

Item 8(a-c)

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

ITEM 9

Flood related development controls

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

Item 9(1-3)

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

Floodplain Risk Management Study

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

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

ITEM 10

Council and other public authority policies on hazard risk restrictions

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

adopted policy means a policy adopted—

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

Land Slip:

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

Bushfire:

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

Tidal Inundation:

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

Subsidence:

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

Acid Sulfate Soils:

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

Contamination:

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

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

Coastal Hazards:

This property is not affected.

Aircraft Noise:

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

Any Other Risk:

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

- **Cattle Tick Dip Sites:**

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

ITEM 11

Bush Fire Prone Land

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

ITEM 12

Loose-fill asbestos insulation

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

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

ITEM 13

Mine Subsidence:

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

No

ITEM 14

Paper subdivision information

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

There is no paper subdivision information relating to this land.

ITEM 15

Property Vegetation Plans

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

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

ITEM 16

Biodiversity Stewardship Sites:

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

Note—

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

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

ITEM 17

Biodiversity certified land:

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

Note—

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

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

ITEM 18

Orders under Trees (Disputes between Neighbours) Act 2006

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

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

ITEM 19

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

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

(2) In this section—

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

Note—

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

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

ITEM 20

Western Sydney Aerotropolis

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

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

Not applicable to Tweed Shire.

ITEM 21

Development consent conditions for seniors housing

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

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

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

ITEM 22

Site compatibility certificates and development consent conditions for affordable rental housing

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

Item (1)(a-b)

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

Item (2)

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

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

Item (3)

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

Prescribed matters in accordance with the Contaminated Land Management Act 1997

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

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

(a) Significantly Contaminated Land

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

(b) Management Order

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

(c) Approved Voluntary Management Proposal

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

(d) Ongoing Maintenance Order

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

(e) Site Audit Statement

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

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

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

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

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

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

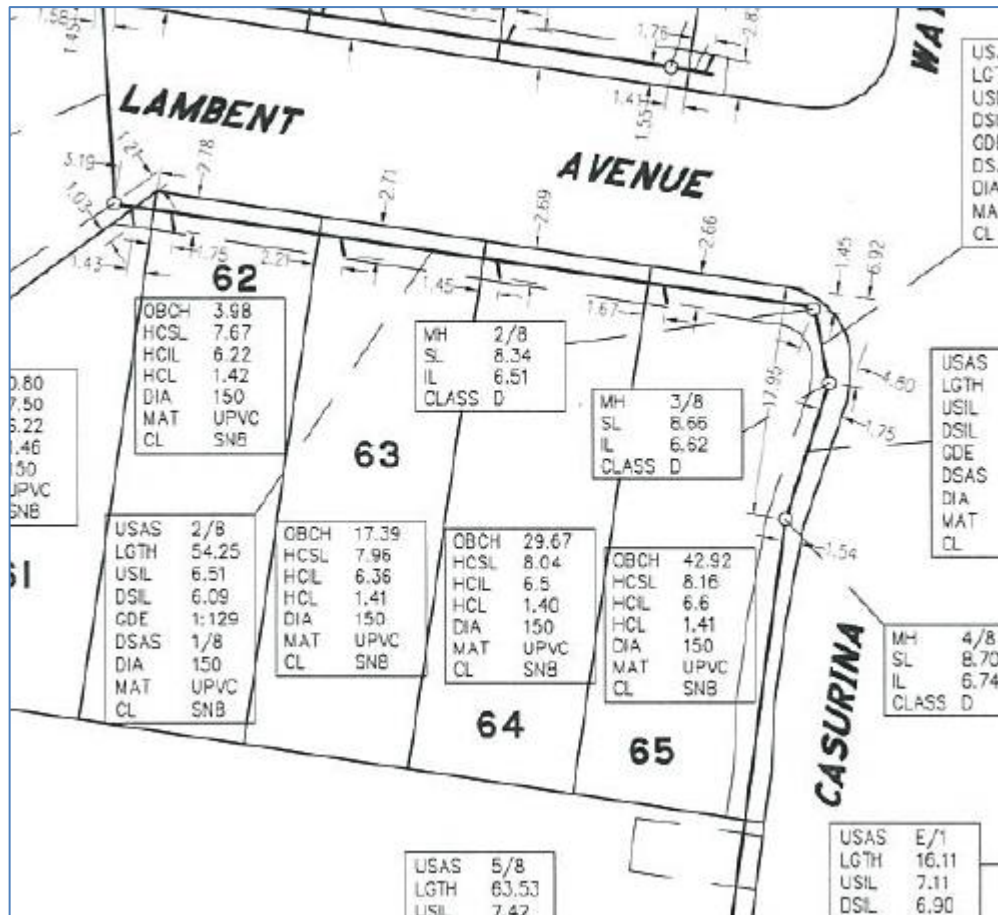
Council draws your attention to Section 10.7(6) which states that a Council shall not incur any liability in respect of any advice provided in good faith pursuant to subsection (5).

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



TROY GREEN
GENERAL MANAGER

Per



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

Sewer Network Report

