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Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 80936557	NSW DAN:
vendor's agent	Ray Real Estate		Phone: 02 6674 3444
	Shop 5A 482 Casuarina Way CASUARINA NSW 2487		Fax: 0266743455
co-agent			Ref:
vendor	COATHUP HOLDINGS PTY LTD		
vendor's solicitor	Baxters Solicitors		Phone: 07 5576 0977
	1740 Gold Coast Hwy BURLEIGH HEADS QLD 4220		Fax: 07 5576 1006
			Ref: 20213627
date for completion	42 days after the contract date	(clause 15)	Email: Phillip@baxters.net.au
land (Address, plan details and title reference)	PEPPERS RESORT 1-25 BELLS BVD KINGSCLIFF NSW 2487 LOT 125 IN STRATA PLAN 76024 125/sp76024		
	☐ VACANT POSSESSION ☐ Subject to existing tenancies		
improvements	☐ HOUSE ☐ garage ☐ carport ☑ home unit ☐ carspace ☐ storage space		
	☐ none ☐ other:		
attached copies	☐ documents in the List of Documents as marked or as numbered:		
	☐ other documents:		

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

inclusions	☐ blinds	☐ dishwasher	☐ light fittings	☐ stove
	☐ built-in wardrobes	☐ fixed floor coverings	☐ range hood	☐ pool equipment
	☐ clothes line	☐ insect screens	☐ solar panels	☐ TV antenna
	☐ curtains	☐ other:		

exclusions

purchaser

purchaser's solicitor — Phone: / Fax: / Ref: / Email:

price $

deposit $ (10% of the price, unless otherwise stated)

balance $

contract date (if not stated, the date this contract was made)

buyer's agent

vendor **witness**

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

purchaser ☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares **witness**

Choices

vendor agrees to accept a ***deposit-bond*** (clause 3) ☐ NO ☐ yes

Nominated *Electronic Lodgment Network (ELN)* (clause 30)

Electronic transaction (clause 30) ☐ no ☐ YES

(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or *serve within* 14 days of the contract date):

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* (residential withholding payment) ☑ NO ☐ yes(if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within* 14 days of the contract date.

***GSTRW payment* (GST residential withholding payment) – further details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's 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 *RW 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):

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List of Documents

General

- ☐ 1 property certificate for the land
- ☐ 2 plan of the land
- ☐ 3 unregistered plan of the land
- ☐ 4 plan of land to be subdivided
- ☐ 5 document that is to be lodged with a relevant plan
- ☐ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979
- ☐ 7 additional information included in that certificate under section 10.7(5)
- ☐ 8 sewerage infrastructure location diagram (service location diagram)
- ☐ 9 sewer lines location diagram (sewerage service diagram)
- ☐ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- ☐ 11 *planning agreement*
- ☐ 12 section 88G certificate (positive covenant)
- ☐ 13 survey report
- ☐ 14 building information certificate or building certificate given under *legislation*
- ☐ 15 lease (with every relevant memorandum or variation)
- ☐ 16 other document relevant to tenancies
- ☐ 17 licence benefiting the land
- ☐ 18 old system document
- ☐ 19 Crown purchase statement of account
- ☐ 20 building management statement
- ☐ 21 form of requisitions
- ☐ 22 *clearance certificate*
- ☐ 23 land tax certificate

Home Building Act 1989

- ☐ 24 insurance certificate
- ☐ 25 brochure or warning
- ☐ 26 evidence of alternative indemnity cover

Swimming Pools Act 1992

- ☐ 27 certificate of compliance
- ☐ 28 evidence of registration
- ☐ 29 relevant occupation certificate
- ☐ 30 certificate of non-compliance
- ☐ 31 detailed reasons of non-compliance

Strata or community title (clause 23 of the contract)

- ☐ 32 property certificate for strata common property
- ☐ 33 plan creating strata common property
- ☐ 34 strata by-laws
- ☐ 35 strata development contract or statement
- ☐ 36 strata management statement
- ☐ 37 strata renewal proposal
- ☐ 38 strata renewal plan
- ☐ 39 leasehold strata - lease of lot and common property
- ☐ 40 property certificate for neighbourhood property
- ☐ 41 plan creating neighbourhood property
- ☐ 42 neighbourhood development contract
- ☐ 43 neighbourhood management statement
- ☐ 44 property certificate for precinct property
- ☐ 45 plan creating precinct property
- ☐ 46 precinct development contract
- ☐ 47 precinct management statement
- ☐ 48 property certificate for community property
- ☐ 49 plan creating community property
- ☐ 50 community development contract
- ☐ 51 community management statement
- ☐ 52 document disclosing a change of by-laws
- ☐ 53 document disclosing a change in a development or management contract or statement
- ☐ 54 document disclosing a change in boundaries
- ☐ 55 information certificate under Strata Schemes Management Act 2015
- ☐ 56 information certificate under Community Land Management Act 1989
- ☐ 57 disclosure statement - off the plan contract
- ☐ 58 other document relevant to off the plan contract

Other

- ☐ 59

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

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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 any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) 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 Division 1A of Part 8 of the *Home Building Act 1989*). In particular, a purchaser should:

(a) search the Register required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*, and

(b) ask the relevant local council whether it holds any 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.

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COOLING OFF PERIOD (PURCHASER'S RIGHTS)

1. **This is the statement required by section 66X of the *Conveyancing Act 1919* and 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 at any time before 5 pm on—**

- **(a) the tenth business day after the day on which the contract was made—in the case of an off the plan contract, or**
- **(b) the fifth business day after the day on which the contract was made—in any other case.**

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 section 66W of the Act, 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 section 66ZG of the Act.**

4. **A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and 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, Stock and Business Agents Act 2002 prescribe a number of conditions applying to sales by auction.

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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, Industry and Environment	**Public Works Advisory**
Department of Primary Industries	**Subsidence Advisory NSW**
Electricity and gas	**Telecommunications**
Land & 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. The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.

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.

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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)

In this contract, these terms (in any form) mean –

adjustment date	the earlier of the giving of possession to the purchaser or completion;
bank	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
business day	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
cheque	a cheque that is not postdated or stale;
clearance certificate	a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act,* that covers one or more days falling within the period from and including the contract date to completion;
deposit-bond	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
depositholder	vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor,* or if no vendor's *solicitor* is named in this contract, the buyer's agent);
document of title	document relevant to the title or the passing of title;
FRCGW percentage	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the *TA Act* (12.5% as at 1 July 2017);
FRCGW remittance	a remittance which the purchaser must make under s14-200 of Schedule 1 to the *TA Act*, being the lesser of the *FRCGW percentage* of the price (inclusive of GST, if any) and the amount specified in a *variation served* by a *party*;
GST Act	A New Tax System (Goods and Services Tax) Act 1999;
GST rate	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
GSTRW payment	a payment which the purchaser must make under s14-250 of Schedule 1 to the *TA Act* (the price multiplied by the *GSTRW rate*);
GSTRW rate	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the *TA Act* (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not);
legislation	an Act or a by-law, ordinance, regulation or rule made under an Act;
normally	subject to any other provision of this contract;
party	each of the vendor and the purchaser;
property	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
planning agreement	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the *property;*
requisition	an objection, question or requisition (but the term does not include a claim);
rescind	rescind this contract from the beginning;
serve	serve in writing on the other *party*;
settlement cheque	an unendorsed *cheque* made payable to the person to be paid and – ● issued by a *bank* and drawn on itself; or ● if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
solicitor	in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*;
TA Act	Taxation Administration Act 1953;
terminate	terminate this contract for breach;
variation	a variation made under s14-235 of Schedule 1 to the *TA Act*;
within	in relation to a period, at any time before or during the period; and
work order	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* 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).

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 giving cash (up to $2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.

2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.

2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.

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2.7 If the vendor accepts a bond or guarantee 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 this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
3.2 The purchaser must provide the original *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 16.7.
3.9 The vendor must give the purchaser the *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 the *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 the *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 the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Transfer

4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
4.1.1 the form of transfer; and
4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
4.4 The vendor can require the purchaser to include a form of 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 benefited.

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 *serving* 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.

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7 Claims by purchaser

Normally, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving* 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 *serving* 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 *serving* 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;

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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 –

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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 purchaser must make a *GSTRW payment* the purchaser must –

13.13.1 at least 5 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 clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;

13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;

13.13.3 forward the *settlement cheque* to the payee immediately after completion; and

13.13.4 *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.

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.

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 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.

14.6 *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 –

14.6.1 the amount is to be treated as if it were paid; and

14.6.2 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).

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 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.

16.2 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.

16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.

16.4 The legal title to the *property* does not pass before completion.

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16.5 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.

16.6 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**

16.7 On completion the purchaser must pay to the vendor, by cash (up to $2,000) or *settlement cheque* –

16.7.1 the price less any:

- deposit paid;
- *FRCGW remittance* payable;
- *GSTRW payment*; and
- amount payable by the vendor to the purchaser under this contract; and

16.7.2 any other amount payable by the purchaser under this contract.

16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay $10 for each extra *cheque*.

16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.

16.10 On completion the deposit belongs to the vendor.

● **Place for completion**

16.11 *Normally*, the *parties* must complete at the completion address, which is –

16.11.1 if a special completion address is stated in this contract - that address; or

16.11.2 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

16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.

16.12 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.

16.13 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.

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 *serving* 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.

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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 4.3);

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; and

20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.

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 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 *serving* 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 - 3) 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.

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 s26 Community Land Management Act 1989;

23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

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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 14.5 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 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.

23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.

23.12 Each *party* can sign and give the notice as agent for the other.

23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.

23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.

23.15 The vendor authorises the purchaser to apply for the purchaser's own 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.

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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 earnt 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 –

- a proper notice of the transfer (an attornment notice) addressed to the tenant;
- 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 form of 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 –

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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 The vendor must give a proper covenant to produce where relevant.
25.9 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.
25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General 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 14.1.

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

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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 Electronic transaction

30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
30.1.1 this contract says that it is an *electronic transaction*;
30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction.*

30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
30.2.2 if, at any time after the *effective date,* but at least 14 days before the date for completion, a *party serves* a notice stating a valid reason why it cannot be conducted as an *electronic transaction.*

30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
30.3.1 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
30.3.2 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 14.2.

30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
- using the nominated *ELN*, unless the *parties* otherwise agree;

30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
- before the receipt of a notice given under clause 30.2.2;

is taken to have been received by that *party* at the time determined by s13A of the Electronic Transactions Act 2000; and
30.4.6 a document which is an *electronic document* is *served* as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to *serve* it.

30.5 *Normally,* the vendor must *within* 7 days of the *effective date* –
30.5.1 create an *Electronic Workspace*;
30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.

30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
30.6.1 *populate* the *Electronic Workspace* with *title data*;
30.6.2 create and *populate* an *electronic transfer*;
30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.

30.7 *Normally, within* 7 days of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
30.7.1 join the *Electronic Workspace*;
30.7.2 create and *populate* an *electronic transfer*;
30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

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30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within* 7 days of being invited to the *Electronic Workspace* –

30.8.1 join the *Electronic Workspace*;

30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and

30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.

30.9 To complete the financial settlement schedule in the *Electronic Workspace* –

30.9.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion;

30.9.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion; and

30.9.3 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.

30.10 Before completion, the *parties* must ensure that –

30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;

30.10.2 all certifications required by the *ECNL* are properly given; and

30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.

30.11 If completion takes place in the *Electronic Workspace* –

30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;

30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and

30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.

30.12 If the computer systems of any of the *Land Registry*, the *ELNO* 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*.

30.13 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 –

30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be 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 comprised in the *certificate of title*; and

30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.

30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must *serve* the *certificate of title* after completion.

30.15 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 –

30.15.1 holds them on completion in escrow for the benefit of; and

30.15.2 must immediately after completion deliver the documents or things to, or as directed by;

the *party* entitled to them.

30.16 In this clause 30, these terms (in any form) mean –

adjustment figures	details of the adjustments to be made to the price under clause 14;
certificate of title	the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
completion time	the time of day on the date for completion when the *electronic transaction* is to be settled;
conveyancing rules	the rules made under s12E of the Real Property Act 1900;
discharging mortgagee	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
ECNL	the Electronic Conveyancing National Law (NSW);
effective date	the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
electronic document	a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
electronic transfer	a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties*' *Conveyancing Transaction*;

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electronic transaction	a *Conveyancing Transaction* to be conducted for the *parties* by their legal representatives as *Subscribers* using an *ELN* and in accordance with the *ECNL* and the *participation rules;*
electronically tradeable	a land title that is Electronically Tradeable as that term is defined in the *conveyancing rules;*
incoming mortgagee	any mortgagee who is to provide finance to the purchaser on the security of the *property* and to enable the purchaser to pay the whole or part of the price*;*
mortgagee details	the details which a *party* to the *electronic transaction* must provide about any *discharging mortgagee* of the *property* as at completion;
participation rules	the participation rules as determined by the *ECNL;*
populate	to complete data fields in the *Electronic Workspace*; and
title data	the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry.*

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 The purchaser must –

31.2.1 at least 5 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 clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;

31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;

31.2.3 forward the *settlement cheque* to the payee immediately after completion; and

31.2.4 *serve* evidence of receipt of payment of the *FRCGW remittance.*

31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.

31.4 If the vendor *serves* any *clearance certificate* or *variation,* the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.

31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 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 clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –

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.

32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

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Annexure "A"

FURTHER CONDITIONS

COATHUP HOLDINGS PTY LTD PROPOSED SALE PROPERTY: 125, PEPPERS RESORT, 1-25 BELLS BLVD, KINGSCLIFF

The Further Conditions contained in this Annexure "A" ("Further Conditions") form part of the contract of sale to which they are annexed. In the event of any inconsistency between the Further Conditions and the standard conditions, the Further Conditions shall prevail to the extent of any such inconsistency.

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33. INCONSISTENCIES

If there are any one or more inconsistencies between any of the pre-printed standard clauses and any of these Further Conditions herein contained then, to the extent of any inconsistency, the Further Conditions shall prevail.

34. CLAIMS BY THE PURCHASER (CLAUSE 7)

(a) Printed clause 7.1.1 is hereby amended by deleting "5% of the price" and inserting in its place "five hundred dollars ($500)";

(b) Printed clause 7.1.3 is hereby amended by deleting "fourteen (14) days" and inserting in its place "seven (7) days";

(c) Clause 7.2.1 is hereby amended by deleting "10% of the price" and inserting in its place "five hundred dollars ($500)".

35. VENDOR'S RIGHT TO RESCIND (CLAUSE 8)

(a) Without limiting the meaning of printed clause 7 of this Agreement, any requisition (other than a claim) which requires the vendor to spend more than five hundred ($500) shall constitute at the vendor's option "reasonable grounds";

(b) Printed clause 8.1.3 of this agreement is hereby amended by deleting "fourteen (14) days" and inserting in its place "seven (7) days".

36. COMPLETION DATE (CLAUSE 15)

(a) The parties must complete by the completion date and, if they do not, a party may serve a Notice to Complete if that party is otherwise entitled to do so;

(b) A party entitled to serve a Notice to Complete may serve a Notice requiring completion at a time and on a day being not less than fourteen (14) days after the date of service of the Notice;

(c) The Notice will be deemed both at law and in equity sufficient notice to make time of the essence of this Agreement notwithstanding that the party serving the Notice has not made any previous request or demand for completion;

(d) The party serving the Notice to Complete may:

(i) at any time prior to its expiry, withdraw the Notice to Complete by further notice to the other party; and

(ii) at any time thereafter in its absolute discretion issue a further Notice or Notices to Complete;

(e) If completion of this Agreement is delayed in circumstances where there is no fault on the part of the vendor or its mortgagee and the vendor issues a Notice to Complete then the purchaser hereby agrees that in addition to any other moneys payable under this Agreement:

(i) on completion the purchaser shall pay the sum of $440 (inclusive of GST) being the vendor's reasonable legal costs of and incidental to the issuing of a Notice to Complete; and

(ii) payment of such sum is an essential term of this Agreement and the vendor will not be obliged to complete unless and until it is paid.

37. DISABILITY OF PARTY

If either party hereto or any one or more of them shall:

(i) die; or

(ii) become mentally incapacitated; or

(iii) being a company resolves to go into liquidation or have a petition for its winding up presented or enter into a scheme of arrangement with its creditors or should a liquidator, receiver or official manager be appointed in respect thereof;

prior to completion of this Agreement, either party may rescind this agreement by serving a notice on the other party whereupon the provisions of clause 19 of the Standard Conditions shall apply.

38. LATE COMPLETION

If completion of this agreement has not taken place within the time provided for this agreement through no fault of the vendor or the vendor's mortgagee then in addition to any other rights accruing to the vendor the purchaser shall pay interest to the vendor on the balance of the purchase price at the rate of 10% pa calculated on a daily basis until the date of settlement, such interest to be paid on settlement. The purchaser agrees that this Further Condition constitutes an essential term of this agreement and the purchaser shall not be entitled to require the vendor to complete this agreement unless the sum equal to such interest is tendered to the vendor on settlement. The purchaser agrees that 10% pa calculated on a daily basis on the unpaid balance of the purchase price until the date of settlement is a genuine pre-estimate of damages which the vendor will incur if completion is delayed.

39. INTRODUCTION TO THE PROPERTY

The purchaser warrants that the purchaser has not been introduced to the subject property or the vendor by any agent other than the agent named herein, if any. The purchaser hereby indemnifies the vendor against any claim for commission arising out of a breach of this warranty, except where any such claim arises out of an exclusive agency agreement. The terms of this Further Condition shall not merge on completion.

40. GOODS AND SERVICES TAX

(a) printed clause 13.7.2 is hereby amended by deleting the word "completion" where appearing in the first line and replacing it with the words "on demand";

(b) the purchaser charges the property hereby sold with payment of the amount referred to in printed clause 13.7.2 which may be payable by the vendor as a result of the circumstances referred to in printed clause 13.7.2; and

(c) this Further Condition shall not merge on completion of this agreement.

41. PURCHASER'S ACKNOWLEDGMENT – PRESENT CONDITION AND STATE OF REPAIR

(a) The purchaser acknowledges that, in entering into this contract:

(i) the purchaser has not relied upon any representation by the vendor or the vendor's agent, other than any which is expressly set out in this agreement; and

(ii) the purchaser has made, and relied entirely upon, his own inspections and investigations in respect of the property and the improvements; and

(iii) without excluding modifying or restricting the Purchaser's rights under section 52A(2)(b) of the Conveyancing Act 1919 and the Conveyancing (Sale of Land Act) Regulation 2000, the purchaser is purchasing the property, the improvements and the inclusions in their present condition and state of repair, and subject to all structural defects, infestation and dilapidation.

(b) The purchaser shall not be entitled to raise any objection, requisition or claim for compensation or seek a reduction in the purchase price, nor to rescind/terminate this agreement in relation to any of the matters set out in sub-clause (a) of this Further Condition except where the purchaser establishes that any defects, want of repair or non-operability of an inclusion occurred subsequent to the date of this agreement.

42. SWIMMING POOL

If the subject matter of this sale includes a swimming pool, then:

(i) the vendor does not warrant that the swimming pool on the property complies with the requirements imposed by the Swimming Pools Act 1992 or the Regulations prescribed thereunder;

(ii) the purchaser agrees that after completion the purchaser will comply with the requirements of the Act and Regulations relating to access to the swimming pool, fencing and the erection of a warning notice if so required, and this Further Condition shall not merge on completion; and

(iii) the purchaser may not make any claim or raise any requisition in relation to the swimming pool or non-compliance with the Swimming Pools Act 1992 or other relevant legislation and acknowledges that the purchaser has satisfied himself in all matters regarding the swimming pool's compliance or the cost of achieving compliance.

43. EARLY POSSESSION

In the event that the purchaser requests and is permitted by the vendor to enter into early possession for occupation of the property, then:

(i) the occupation fee shall be such fee as has been agreed upon between the parties in writing, but if no fee has been agreed upon in writing then;

(ii) the parties hereby agree that the occupation fee shall be an amount equal to 0.15% of the purchase price per week commencing from the date that occupation is made available to the purchaser.

Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 125/SP76024

SEARCH DATE	TIME	EDITION NO	DATE
23/4/2021	8:28 AM	4	7/12/2017

LAND

LOT 125 IN STRATA PLAN 76024
AT KINGSCLIFF
LOCAL GOVERNMENT AREA TWEED

FIRST SCHEDULE

COATHUP HOLDINGS PTY LTD (T AM949816)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP76024
2 SP76024 RESTRICTION(S) ON THE USE OF LAND

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

* 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.

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Received: 23/04/2021 08:28:15

Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP76024

SEARCH DATE	TIME	EDITION NO	DATE
23/4/2021	8:28 AM	8	21/8/2019

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 76024
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT KINGSCLIFF
LOCAL GOVERNMENT AREA TWEED
PARISH OF CUDGEN COUNTY OF ROUS
TITLE DIAGRAM SP76024

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 76024
ADDRESS FOR SERVICE OF DOCUMENTS:
CURTIS STRATA
PO BOX 551
YAMBA NSW 2464

SECOND SCHEDULE (28 NOTIFICATIONS)

1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
2 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER DESCRIBED IN DP1090130
3 ATTENTION IS DIRECTED TO THE STRATA MANAGEMENT STATEMENT FILED WITH SP76024
4 EASEMENT FOR SUBJACENT AND LATERAL SUPPORT AND EASEMENT FOR SHELTER IMPLIED BY SECTION 8AA STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973. SEE SP76023 & SP76024
5 DP1066477 EASEMENT FOR ELECTRICITY PURPOSES 3 METRES WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
6 DP1075495 EASEMENT TO DRAIN SEWAGE 3 METRES WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
7 DP1075495 EASEMENT FOR WATER SUPPLY VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
8 DP1075495 RIGHT OF CARRIAGEWAY VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
9 DP1090130 EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LOT
10 DP1090130 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED
11 DP1090130 EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION 2.774 WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN

END OF PAGE 1 - CONTINUED OVER

SECOND SCHEDULE (28 NOTIFICATIONS) (CONTINUED)

		THE TITLE DIAGRAM
12	DP1090130	RIGHT OF CARRIAGEWAY 7 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
13	DP1090130	RIGHT OF CARRIAGEWAY 0.8 METRE(S) WIDE AND 1.5 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
14	SP76024	RIGHT OF PERSONAL ACCESS VARIABLE WIDTH (A) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
15	SP76024	RIGHT OF PERSONAL ACCESS VARIABLE WIDTH (B) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
16	SP76024	RIGHT OF VEHICULAR ACCESS VARIABLE WIDTH (C) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
17	SP76024	RIGHT OF PERSONAL ACCESS VARIABLE WIDTH (D) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
18	SP76024	RIGHT OF PERSONAL ACCESS VARIABLE WIDTH (E) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
19	SP76024	RIGHT OF PERSONAL ACCESS VARIABLE WIDTH (F) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
20	SP76024	RIGHT OF VEHICULAR ACCESS VARIABLE WIDTH (G) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
21	SP76024	RIGHT OF PERSONAL ACCESS VARIABLE WIDTH (H) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
22	SP76024	RIGHT OF VEHICULAR ACCESS VARIABLE WIDTH (I) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
23	SP76024	RIGHT OF VEHICULAR ACCESS VARIABLE WIDTH (J) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
24	SP76024	RIGHT OF VEHICULAR ACCESS VARIABLE WIDTH (K) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
25	SP76024	RIGHT OF VEHICULAR ACCESS VARIABLE WIDTH (M) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
26	SP76024	RIGHT OF PERSONAL ACCESS VARIABLE WIDTH (N) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
27	AM633001	INITIAL PERIOD EXPIRED
28	AP203890	CONSOLIDATION OF REGISTERED BY-LAWS

END OF PAGE 2 - CONTINUED OVER

FOLIO: CP/SP76024 PAGE 3

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 8372)

STRATA PLAN 76024

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	49	2	49	3	49	4	51
5	52	6	51	7	50	8	48
9	48	10	48	11	72	12	70
13	70	14	70	15	70	16	49
17	34	18	49	19	49	20	33
21	48	22	32	23	48	24	32
25	49	26	49	27	49	28	49
29	33	30	52	31	51	32	48
33	48	34	48	35	48	36	48
37	48	38	48	39	50	40	51
41	50	42	48	43	46	44	46
45	46	46	47	47	47	48	47
49	47	50	47	51	50	52	52
53	35	54	48	55	48	56	48
57	48	58	73	59	71	60	71
61	71	62	71	63	50	64	35
65	50	66	50	67	35	68	50
69	50	70	50	71	53	72	34
73	49	74	33	75	49	76	33
77	33	78	51	79	51	80	51
81	51	82	34	83	50	84	50
85	50	86	50	87	34	88	53
89	52	90	49	91	49	92	49
93	49	94	49	95	49	96	49
97	51	98	52	99	51	100	49
101	47	102	47	103	47	104	48
105	48	106	48	107	48	108	48
109	51	110	52	111	33	112	49
113	49	114	49	115	49	116	49
117	74	118	72	119	72	120	72
121	72	122	66	123	36	124	51
125	66	126	36	127	51	128	66
129	51	130	54	131	35	132	50
133	34	134	50	135	34	136	34
137	52	138	52	139	52	140	52
141	34	142	51	143	51	144	51
145	51	146	35	147	54	148	53
149	50	150	50	151	50	152	50
153	49	154	49	155	49	156	49
157	49	158	52	159	53	160	34
161	50	162	50	163	50	164	50
165	50	166	188				

END OF PAGE 3 - CONTINUED OVER

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP76024 PAGE 4

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

20213627 PRINTED ON 23/4/2021

* 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.

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Received: 23/04/2021 08:28:17

STRATA PLAN FORM 1

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

STRATA CERTIFICATE

* Name of Council/~~Accredited Certifier~~
being satisfied that the requirements of the
* Strata Schemes (Freehold Development) Act 1973
* ~~Strata Schemes (Leasehold Development) Act 1986~~
have been complied with, approves of the proposed:
* strata plan
* ~~strata plan of subdivision~~
illustrated in the annexure to this certificate.

* The accredited certifier is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.

* ~~The strata plan/strata plan of subdivision is part of a development scheme. The council/accredited certifier is satisfied that the plan is consistent with any applicable conditions of any development consent and that the plan gives effect to the stage of the strata development contract to which it relates.~~

* The Council does not object to the encroachment of the building beyond the alignment of .....

* The Accredited Certifier is satisfied that the building complies with a relevant development consent in force that allows the encroachment.

* This approval is given on the condition that the use of lot(s)..... (being utility lot/s designed to be used primarily for the storage or accommodation of boats, motor vehicles or goods and not for human occupation as a residence, office, shop or the like) is restricted to the proprietor or occupier of a lot or proposed lot (not being such a utility lot) the subject of the strata scheme concerned, as referred to in *section 39 of the Strata Schemes (Freehold Development) Act 1973 or *section 68 of the Strata Schemes (Leasehold Development) Act 1986.

Date: 17 November 2005
Subdivision No. SSC05/0056

Accreditation No.....
Relevant Development Consent No. DA03/1774
Issued by... Tweed Shire Council

.....
Authorised Person/~~General Manager/Accredited Certifier~~

* Complete, or delete if applicable.

SURVEYOR'S CERTIFICATE

I, GEOFFREY JAMES THOMSON

of MICHEL GROUP SERVICES PTY. LTD.

a surveyor registered under the Surveyors Act 2002, hereby certify that:

(1) each applicable requirement of * Schedule 1A to the Strata Schemes (Freehold Development) Act 1973 or ~~Schedule 1A to the Strata Schemes (Leasehold Development) Act 1986~~ has been met;

~~(2) * (a) the building encroaches on a public place;~~
~~* (b) the building encroaches on land (other than a public place), in respect of which encroachment an appropriate easement:~~
~~* has been created by +.....~~
~~* is to be created under section 88B of the Conveyancing Act 1919.~~

(3) the survey information recorded in the accompanying location plan is accurate.

Signature: [signature]
Date: 25/10/2005

* Delete if inapplicable.
+ State whether dealing or plan, and quote registered number.

THIS IS SHEET 1 OF MY PLAN IN 34 SHEETS.

~~* Model By-laws adopted for this scheme~~
~~Keeping of Animals: Option A/B/C~~
*Schedule of By-laws in 28 sheets filed with plan
~~*No By-laws apply~~
*Strike out whichever is inapplicable

PLAN OF SUBDIVISION OF LOT 801 in DP1090130

SP76024

LGA: TWEED Suburb/Locality: KINGSCLIFF

Parish: CUDGEN County: ROUS

Registered: 28.11.2005

Purpose: STRATA PLAN

Ref Map: X5467 - 44#

Last Plan: DP1090130

Name of, and *address for services of notices on, the owners corporation
*Address required on original strata plan only.

THE OWNERS:
STRATA PLAN NO: 76024
C/- STEWART SILVER KING & BURNS PTY. LTD.
PO BOX 1606
KINGSCLIFF N.S.W. 2487

FOR LOCATION PLAN SEE SHEETS 2-4

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants.

Executed by South Kingscliff Developments Pty Ltd A.C.N. 098 968 266 by its duly appointed attorney ~~ANTHONY WILLIAM HICKEY/BRADLEY JAMES SCALE~~/JAMIE TREVOR BOLIC under Registered Power of Attorney ~~Book 4379 No. 479~~ Book 4430 No 878 who certifies that he has received no notice of revocation of such Power of Attorney.

Witness - 34-36 Glenferrie Dr Robina Qld 4226

Capital Finance Australia Limited ACN 069 663 136 By its duly appointed attorneys under power of attorney No Book 4288 No 968 who certify they have received no notice of the revocation of such power of attorney.

Attorney - Gregory David Ramsay
State Manager

Attorney - Andrew Francis Oakes
Administration Manager

~~DAVID FRANKLIN GIBSON CDEC 94439~~
Witness - 127 Creek St Brisbane.

-ASSISTANT MANAGER

Signed in my presence for and on behalf of Perpetual Nominees Limited (A.C.N. 000 733 700) by its Attorneys ... Carmel Rus ... Yvonne Sartzetakis ..... who are personally known to me and each of whom declares that he/she has been appointed by the Board of Directors of that company as an attorney of the company for the purposes of the Power of Attorney dated ~~4.9.92~~ 4.9.92 (Registration No ~~4962/499~~ 4962/499) and that he/she has no notice of the revocation of his/her powers

Signature of Witness
Christopher Ringland
Full name of Witness

Signature of Attorney

Signature of Attorney

SCHEDULE OF UNIT ENTITLEMENT

SEE SHEET 8

IT IS INTENDED:-
TO CREATE PURSUANT TO SCTION 88B
OF THE CONVEYANCING ACT 1919:-

1. RIGHT OF PERSONAL ACCESS VARIABLE WIDTH
2. RIGHT OF PERSONAL ACCESS VARIABLE WIDTH
3. RIGHT OF VEHICULAR ACCESS VARIABLE WIDTH
4. RIGHT OF PERSONAL ACCESS VARIABLE WIDTH
5. RIGHT OF PERSONAL ACCESS VARIABLE WIDTH
6. RIGHT OF PERSONAL ACCESS VARIABLE WIDTH
7. RIGHT OF VEHICULAR ACCESS VARIABLE WIDTH
8. RIGHT OF PERSONAL ACCESS VARIABLE WIDTH
9. RIGHT OF VEHICULAR ACCESS VARIABLE WIDTH
10. RIGHT OF VEHICULAR ACCESS VARIABLE WIDTH
11. RIGHT OF VEHICULAR ACCESS VARIABLE WIDTH
12. RIGHT OF VEHICULAR ACCESS VARIABLE WIDTH
13. RIGHT OF PERSONAL ACCESS VARIABLE WIDTH
14. RESTRICTION(S) ON THE USE OF LAND

THIS PLAN INCORPORATES A STRATA MANAGEMENT STATEMENT OF 45 SHEETS.

SURVEYOR'S REFERENCE: 8145-45C, Checklist

MPR PERMANENT

Req:R726548 /Doc:SP 0076024 P /Rev:30-Nov-2005 /NSW LRS /Pgs:ALL /Prt:23-Apr-2021 08:31 /Seq:1 of 34
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STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

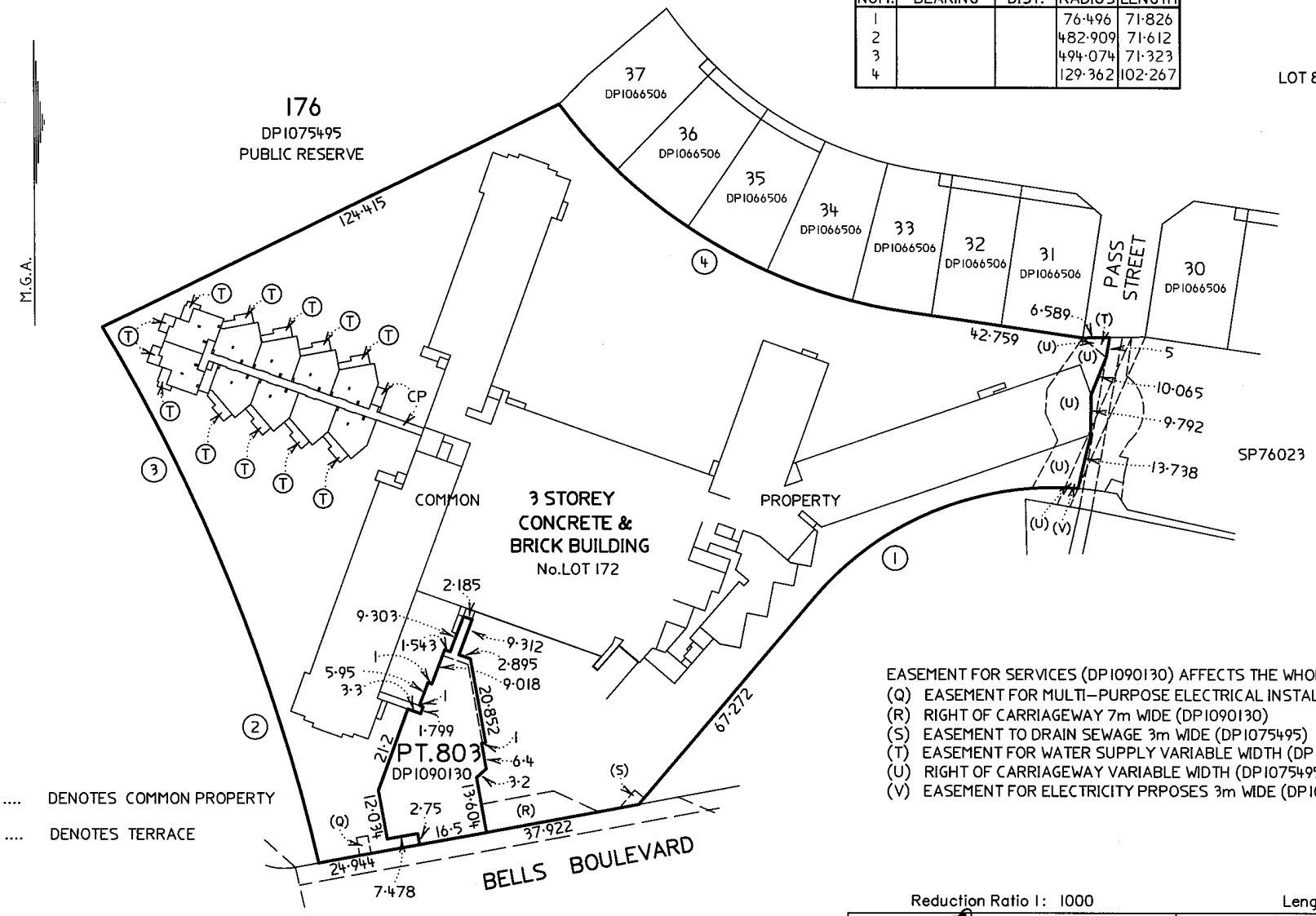
LOWER GROUND FLOOR LOCATION PLAN

SP76024

CURVED BOUNDARIES

LINE NUM.	CHORD BEARING	CHORD DIST.	ARC RADIUS	ARC LENGTH
1			76·496	71·826
2			482·909	71·612
3			494·074	71·323
4			129·362	102·267

LOT 801 IS A STRATUM LOT



CP .... DENOTES COMMON PROPERTY

(T) .... DENOTES TERRACE

EASEMENT FOR SERVICES (DP1090130) AFFECTS THE WHOLE OF THE STRATA SCHEME
(Q) EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION 2.774m WIDE (DP1090130)
(R) RIGHT OF CARRIAGEWAY 7m WIDE (DP1090130)
(S) EASEMENT TO DRAIN SEWAGE 3m WIDE (DP1075495)
(T) EASEMENT FOR WATER SUPPLY VARIABLE WIDTH (DP1075495)
(U) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (DP1075495)
(V) EASEMENT FOR ELECTRICITY PRPOSES 3m WIDE (DP1066477)

AREAS ARE APPROXIMATE ONLY

Reduction Ratio 1: 1000

Lengths are in metres

Registered Surveyor

Authorised Person/~~General Manager/Accredited Certifier~~

SURVEYOR'S REFERENCE: 8145-45C, Checklist

Req:R726548 /Doc:SP 0076024 P /Rev:30-Nov-2005 /NSW LRS /Pgs:ALL /Prt:23-Apr-2021 08:31 /Seq:2 of 34
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STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

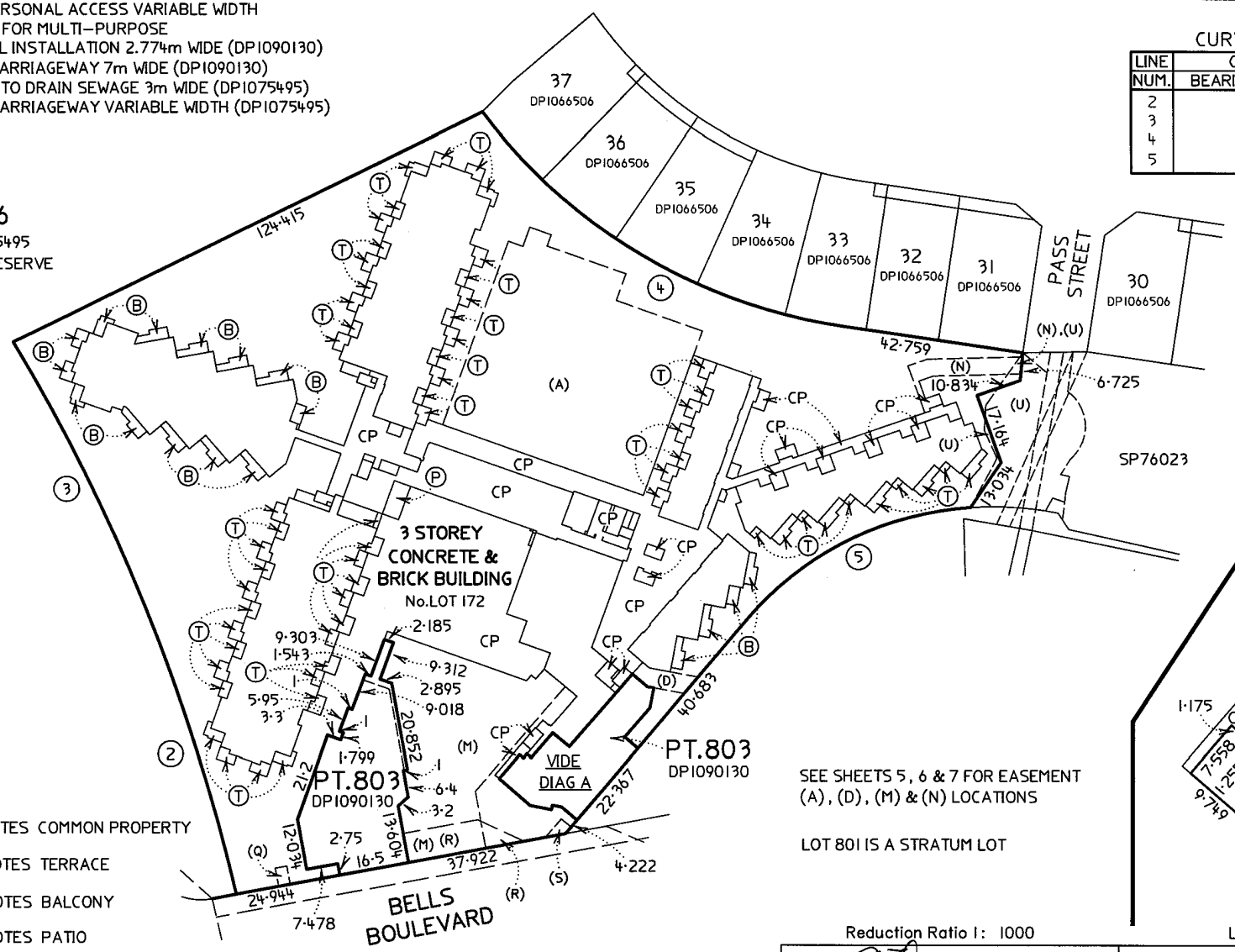
SP76024

EASEMENT FOR SERVICES (DP1090130) AFFECTS THE WHOLE OF THE STRATA SCHEME
(A) RIGHT OF PERSONAL ACCESS VARIABLE WIDTH
(D) RIGHT OF PERSONAL ACCESS VARIABLE WIDTH
(M) RIGHT OF VEHICULAR ACCESS VARIABLE WIDTH
(N) RIGHT OF PERSONAL ACCESS VARIABLE WIDTH
(Q) EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION 2.774m WIDE (DP1090130)
(R) RIGHT OF CARRIAGEWAY 7m WIDE (DP1090130)
(S) EASEMENT TO DRAIN SEWAGE 3m WIDE (DP1075495)
(U) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (DP1075495)

UPPER GROUND FLOOR LOCATION PLAN

CURVED BOUNDARIES

LINE NUM.	CHORD BEARING	CHORD DIST.	ARC RADIUS	ARC LENGTH
2			482·909	71·612
3			494·074	71·323
4			129·362	102·267
5			76·496	60·59

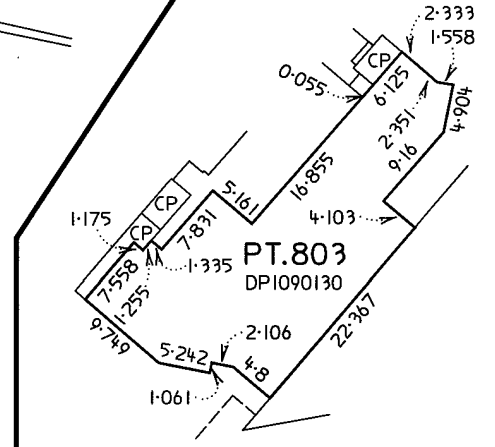


CP .... DENOTES COMMON PROPERTY
Ⓣ .... DENOTES TERRACE
Ⓑ .... DENOTES BALCONY
Ⓟ .... DENOTES PATIO

SEE SHEETS 5, 6 & 7 FOR EASEMENT (A), (D), (M) & (N) LOCATIONS

LOT 801 IS A STRATUM LOT

DIAGRAM A
SCALE 1:500



Reduction Ratio 1: 1000

Lengths are in metres

Registered Surveyor

Authorised Person/~~General Manager/Accredited Certifier~~

SURVEYOR'S REFERENCE: 8145-45C, Checklist

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STRATA PLAN FORM 2

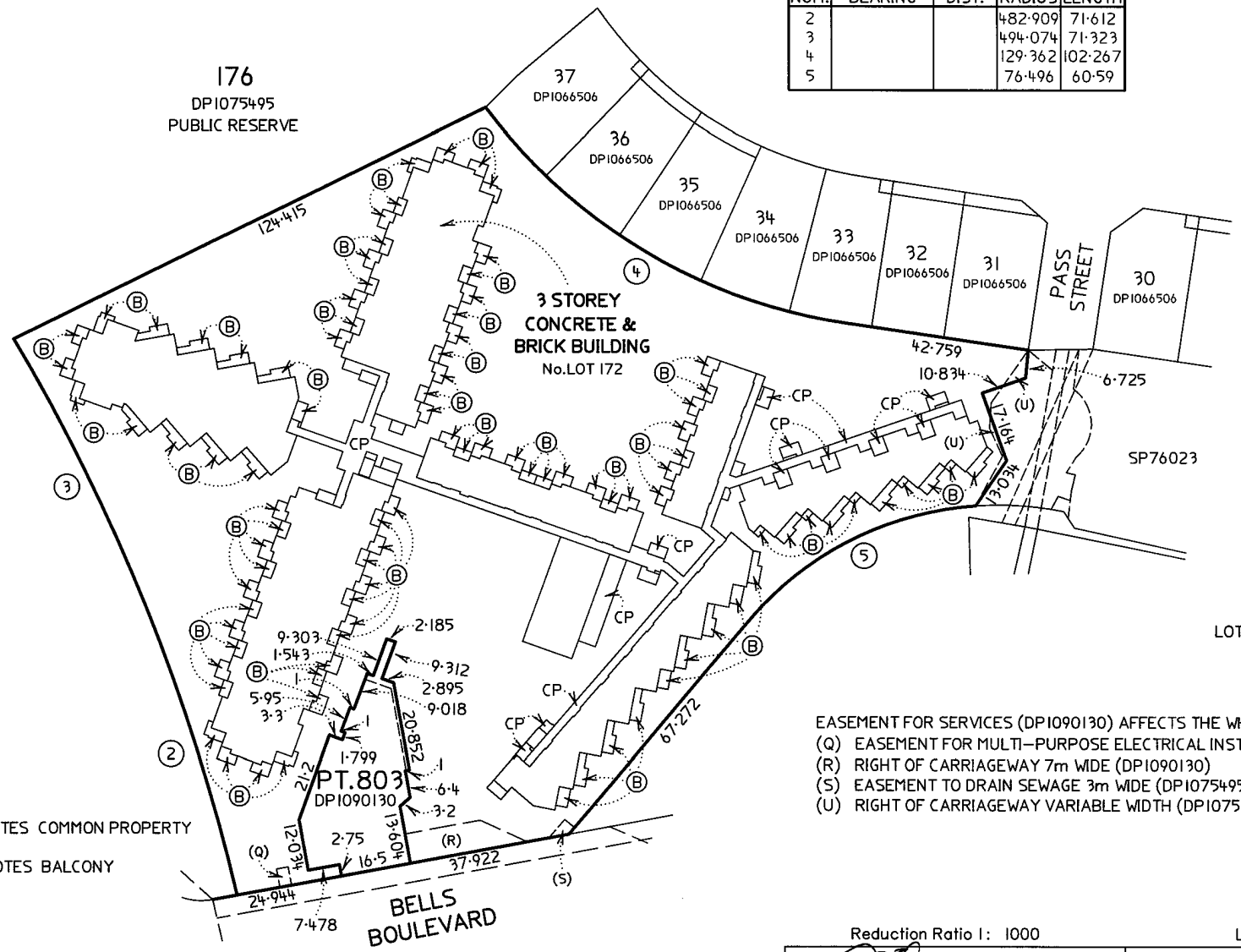
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

FIRST & SECOND FLOOR LOCATION PLAN

SP76024

CURVED BOUNDARIES

LINE NUM.	CHORD BEARING	CHORD DIST.	ARC RADIUS	ARC LENGTH
2			482·909	71·612
3			494·074	71·323
4			129·362	102·267
5			76·496	60·59



CP .... DENOTES COMMON PROPERTY

Ⓑ .... DENOTES BALCONY

EASEMENT FOR SERVICES (DP1090130) AFFECTS THE WHOLE OF THE STRATA SCHEME
(Q) EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION 2.774m WIDE (DP1090130)
(R) RIGHT OF CARRIAGEWAY 7m WIDE (DP1090130)
(S) EASEMENT TO DRAIN SEWAGE 3m WIDE (DP1075495)
(U) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (DP1075495)

Reduction Ratio 1: 1000

Lengths are in metres

Registered Surveyor

Authorised Person/~~General Manager/Accredited Certifier~~

SURVEYOR'S REFERENCE: 8145-45C, Checklist

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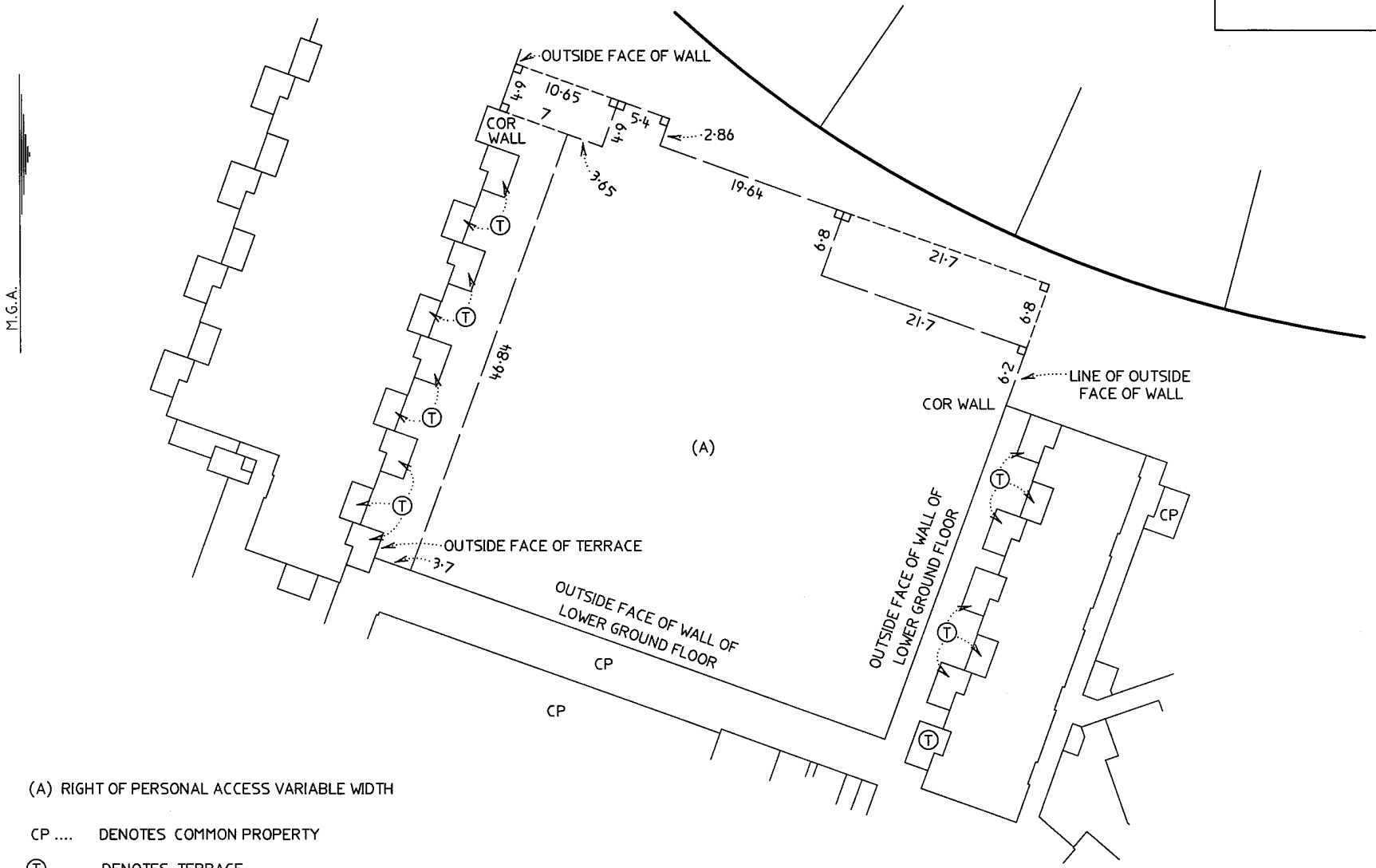
STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

EASEMENT LOCATION PLAN

SP76024



(A) RIGHT OF PERSONAL ACCESS VARIABLE WIDTH

CP .... DENOTES COMMON PROPERTY

Ⓣ .... DENOTES TERRACE

DENOTES RIGHT ANGLE

Reduction Ratio 1: 400

Lengths are in metres

Registered Surveyor

Authorised Person/~~General Manager/Accredited Certifier~~

SURVEYOR'S REFERENCE: 8145-45C, Checklist

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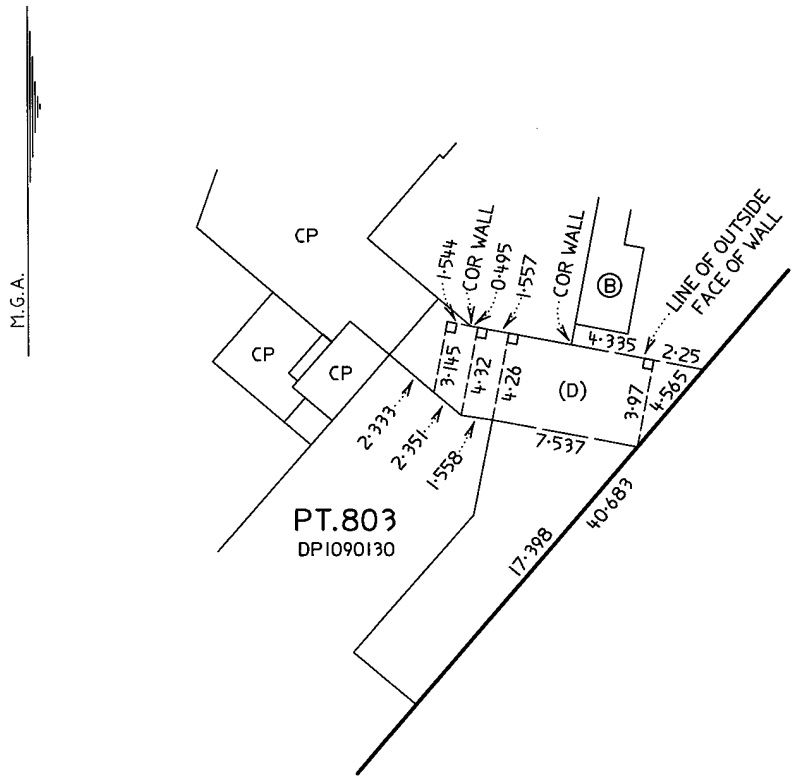
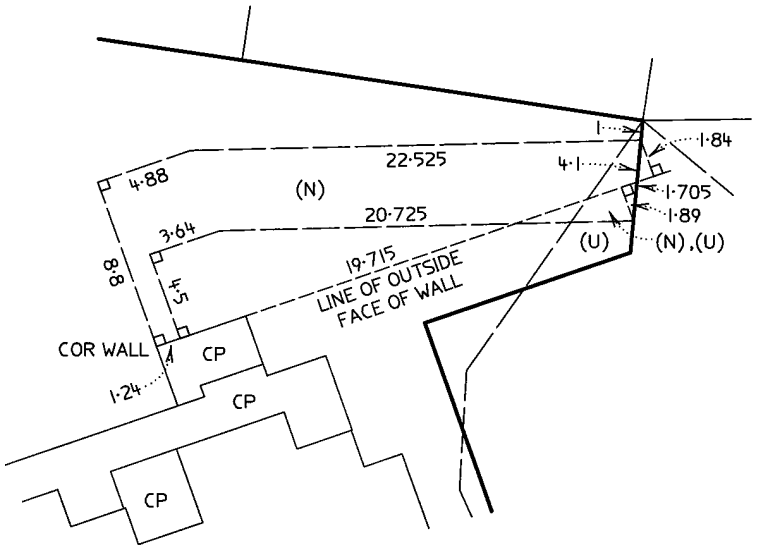
EASEMENT LOCATION PLAN

SP76024





(D) RIGHT OF PERSONAL ACCESS VARIABLE WIDTH
(N) RIGHT OF PERSONAL ACCESS VARIABLE WIDTH

CP .... DENOTES COMMON PROPERTY

Ⓑ .... DENOTES BALCONY

DENOTES RIGHT ANGLE

Reduction Ratio 1: 250 Lengths are in metres

Registered Surveyor

Authorised Person/~~General Manager/Accredited Certifier~~

SURVEYOR'S REFERENCE: 8145-45C, Checklist

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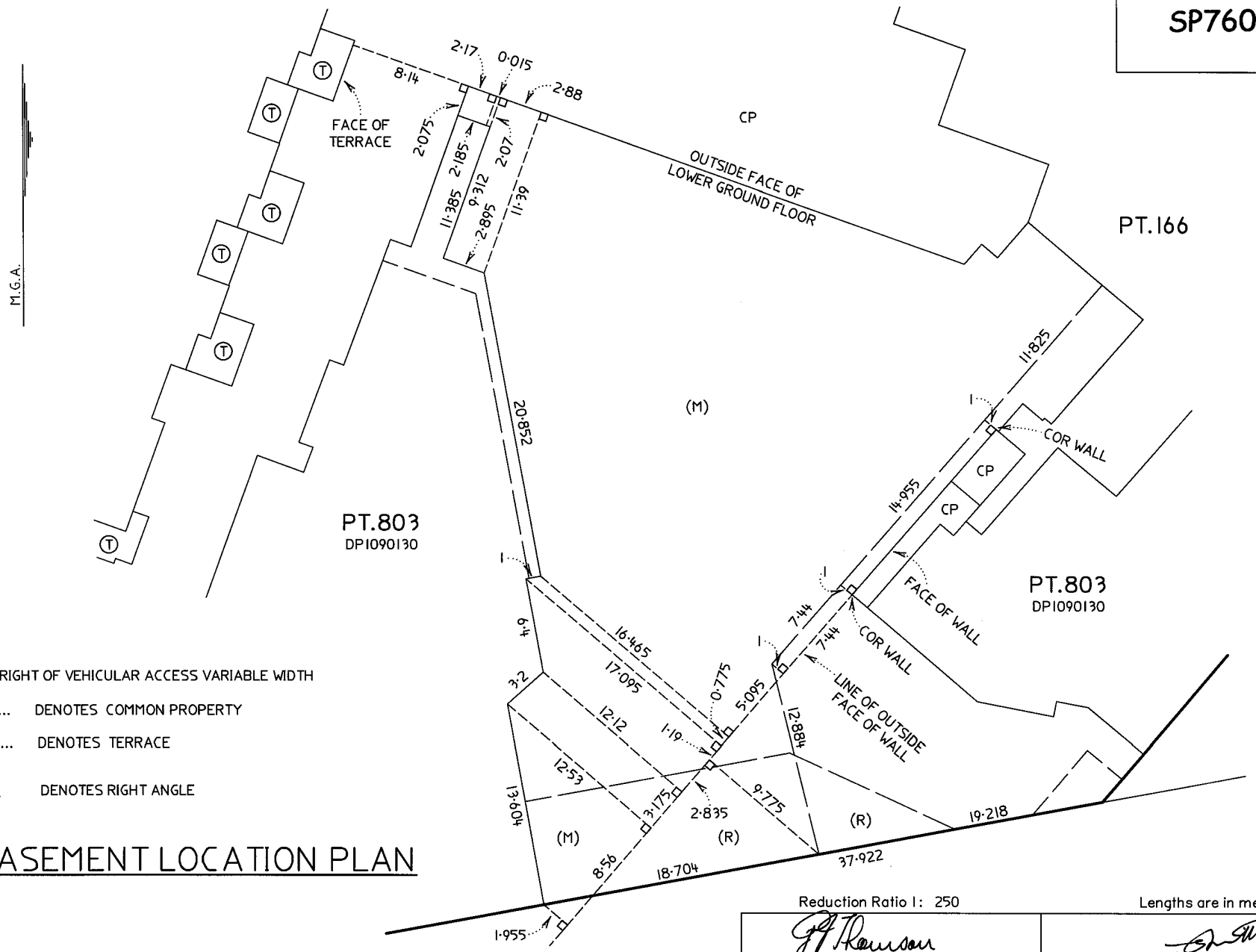
STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 7 of 34 Sheets

SP76024



(M) RIGHT OF VEHICULAR ACCESS VARIABLE WIDTH

CP .... DENOTES COMMON PROPERTY

Ⓣ .... DENOTES TERRACE

DENOTES RIGHT ANGLE

EASEMENT LOCATION PLAN

Reduction Ratio 1: 250

Lengths are in metres

Registered Surveyor

Authorised Person/~~General Manager/Accredited Certifier~~

SURVEYOR'S REFERENCE: 8145-45C, Checklist

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SP76024

SCHEDULE OF UNIT ENTITLEMENT

LOT	U.E.
1	49
2	49
3	49
4	51
5	52
6	51
7	50
8	48
9	48
10	48
11	72
12	70
13	70
14	70
15	70
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156	49
157	49
158	52
159	53
160	34
161	50
162	50
163	50
164	50
165	50
166	188

AGGREGATE	8372

Reduction Ratio 1:

Lengths are in metres

Registered Surveyor

Authorised Person/~~General Manager~~/~~Accredited Certifier~~

SURVEYOR'S REFERENCE: 8145-45C, Checklist

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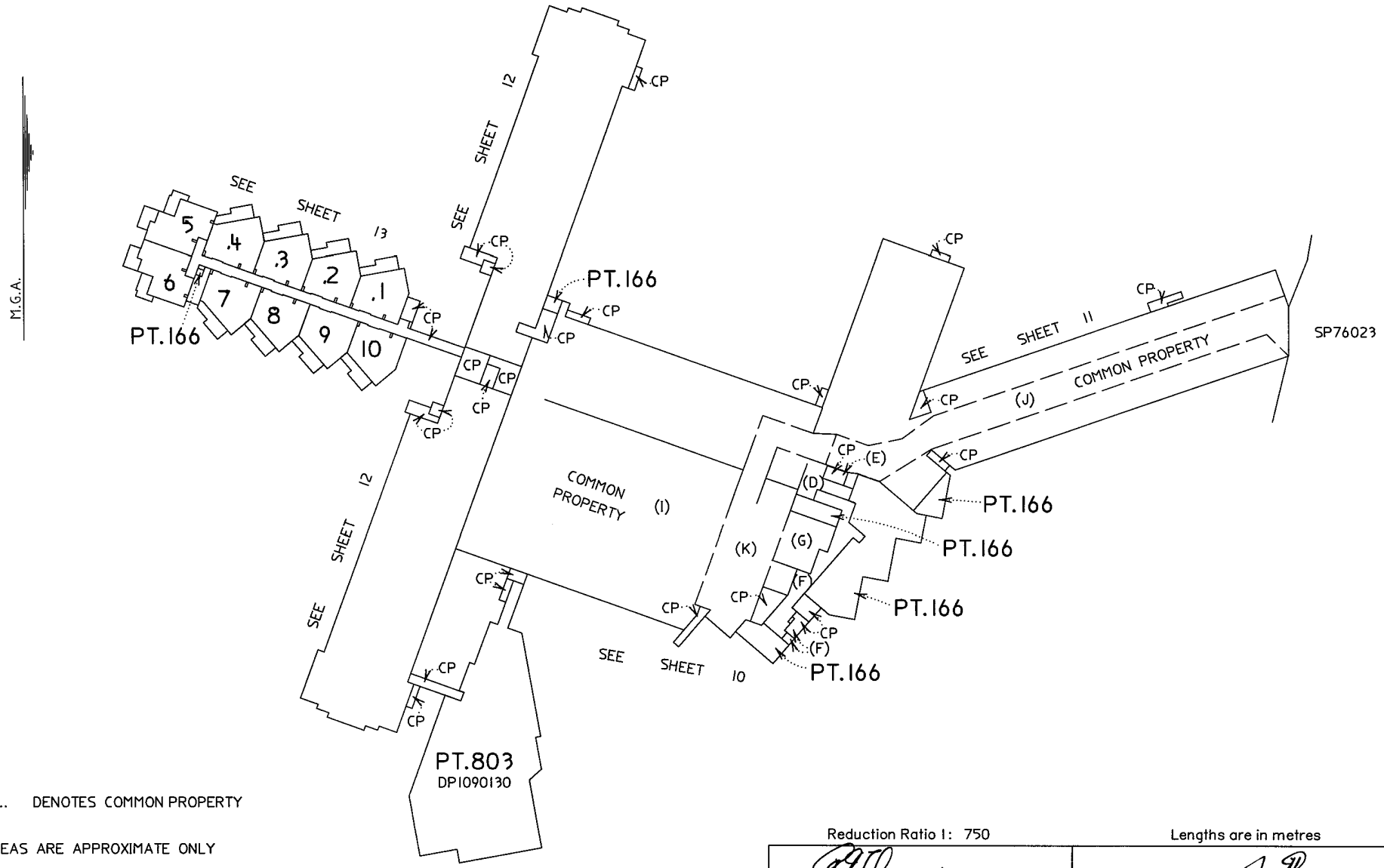
STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SP76024

LOWER GROUND FLOOR PLAN



CP .... DENOTES COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY

Reduction Ratio 1: 750

Lengths are in metres

Registered Surveyor

Authorised Person/~~General Manager/Accredited Certifier~~

SURVEYOR'S REFERENCE: 8145-45C, Checklist

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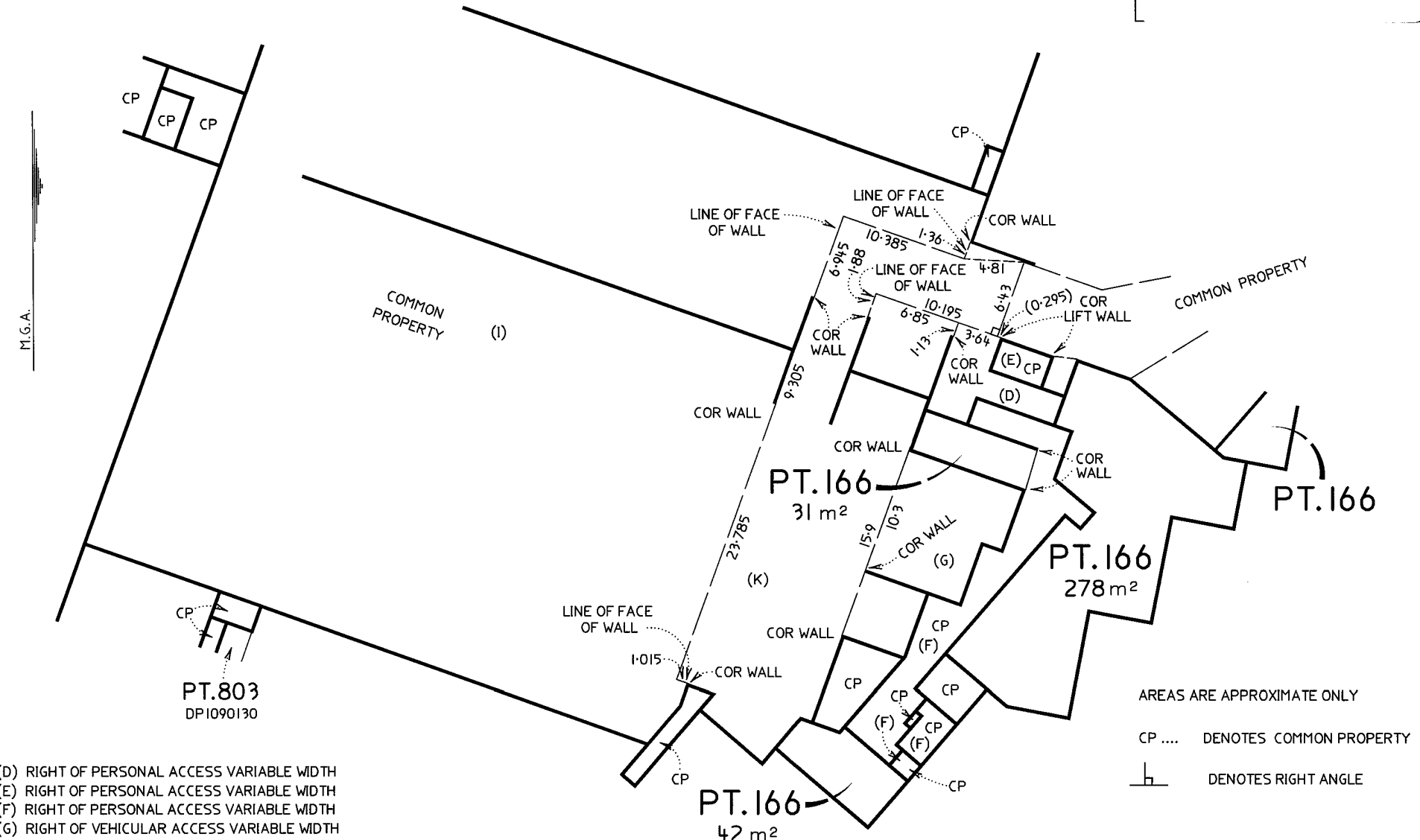
STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

LOWER GROUND FLOOR PLAN

SP76024



(D) RIGHT OF PERSONAL ACCESS VARIABLE WIDTH
(E) RIGHT OF PERSONAL ACCESS VARIABLE WIDTH
(F) RIGHT OF PERSONAL ACCESS VARIABLE WIDTH
(G) RIGHT OF VEHICULAR ACCESS VARIABLE WIDTH
(K) RIGHT OF VEHICULAR ACCESS VARIABLE WIDTH
(I) RIGHT OF VEHICULAR ACCESS VARIABLE WIDTH

AREAS ARE APPROXIMATE ONLY

CP .... DENOTES COMMON PROPERTY

DENOTES RIGHT ANGLE

Reduction Ratio 1: 300

Lengths are in metres

Registered Surveyor

Authorised Person/~~General Manager/Accredited Certifier~~

SURVEYOR'S REFERENCE: 8145-45C, Checklist

Req:R726548 /Doc:SP 0076024 P /Rev:30-Nov-2005 /NSW LRS /Pgs:ALL /Prt:23-Apr-2021 08:31 /Seq:10 of 34
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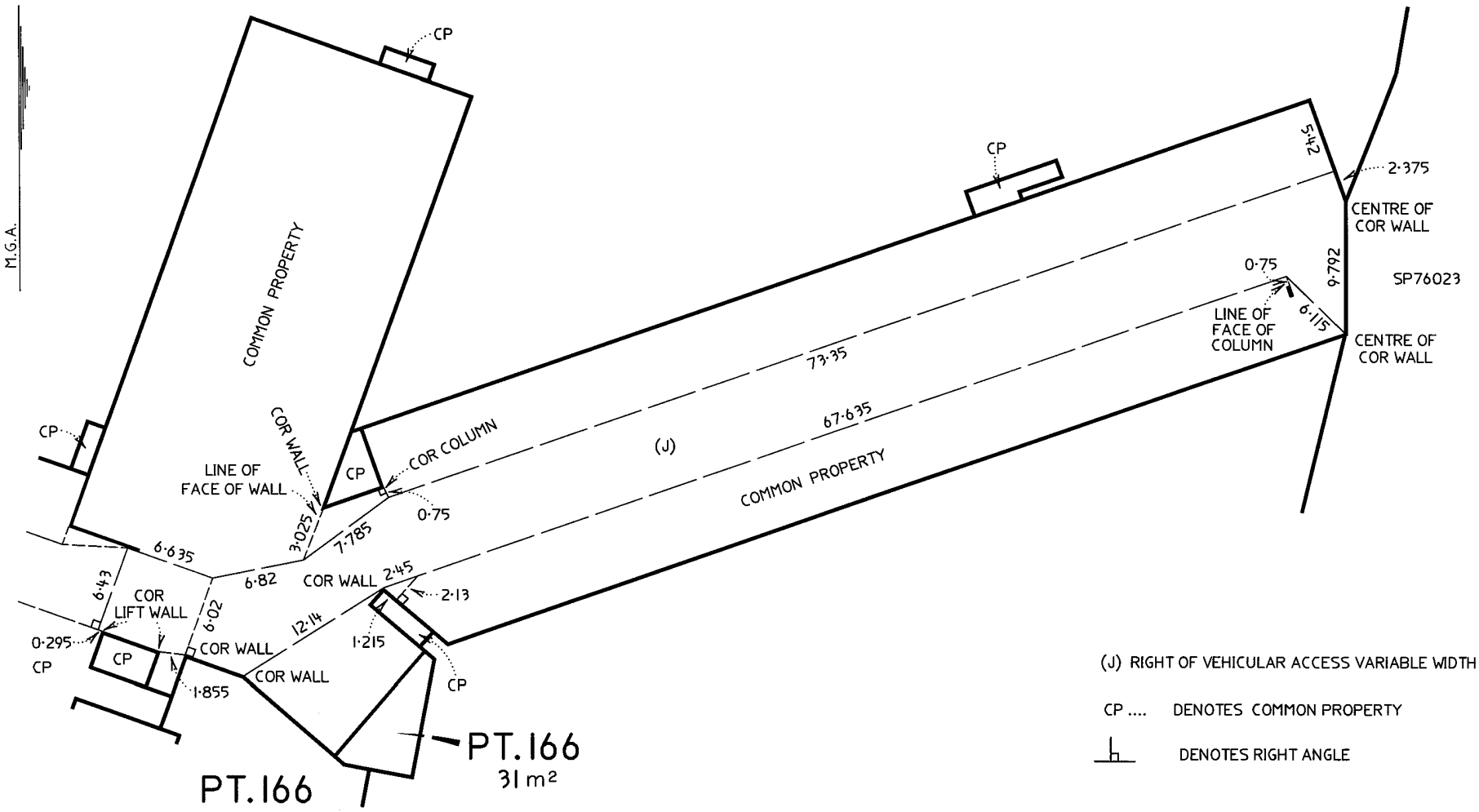
STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

LOWER GROUND FLOOR PLAN

SP76024



(J) RIGHT OF VEHICULAR ACCESS VARIABLE WIDTH

CP .... DENOTES COMMON PROPERTY

DENOTES RIGHT ANGLE

Reduction Ratio 1: 300

Lengths are in metres

Registered Surveyor

Authorised Person/~~General Manager/Accredited Certifier~~

SURVEYOR'S REFERENCE: 8145-45C, Checklist

Req:R726548 /Doc:SP 0076024 P /Rev:30-Nov-2005 /NSW LRS /Pgs:ALL /Prt:23-Apr-2021 08:31 /Seq:11 of 34
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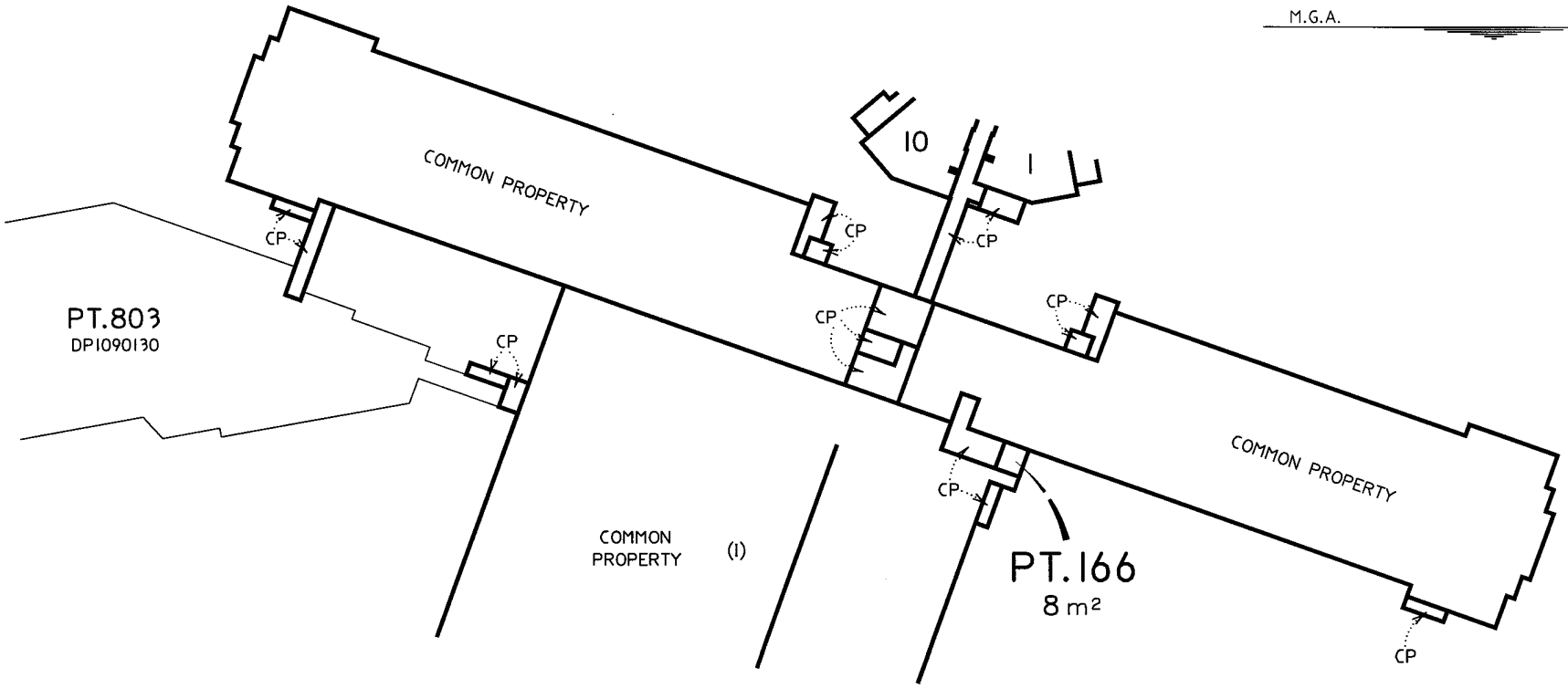
LOWER GROUND FLOOR PLAN

SP76024



(I) RIGHT OF VEHICULAR ACCESS VARIABLE WIDTH

CP .... DENOTES COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY

Reduction Ratio 1: 500

Lengths are in metres

Registered Surveyor

Authorised Person/~~General Manager/Accredited Certifier~~

SURVEYOR'S REFERENCE: 8145-45C, Checklist

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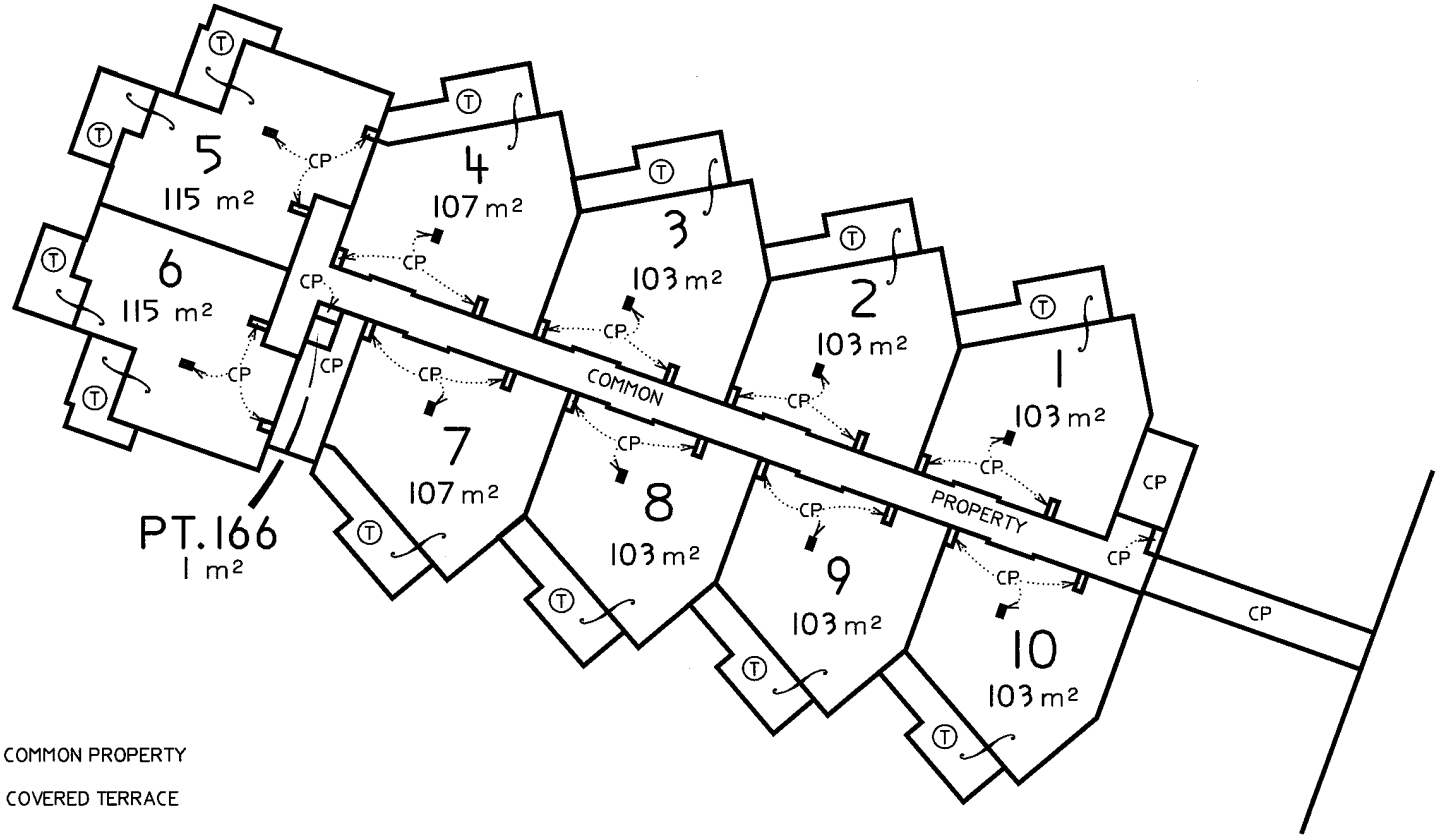
SP76024

LOWER GROUND FLOOR PLAN



CP .... DENOTES COMMON PROPERTY

Ⓣ .... DENOTES COVERED TERRACE

THE PRIVACY SCREENS AND THE STRUCTURE OF THE AIR CONDITIONER ENCLOSURES WITHIN THE TERRACES ARE COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY

Reduction Ratio 1: 250 Lengths are in metres

Registered Surveyor

Authorised Person/~~General Manager/Accredited Certifier~~

SURVEYOR'S REFERENCE: 8145-45C, Checklist

Req:R726548 /Doc:SP 0076024 P /Rev:30-Nov-2005 /NSW LRS /Pgs:ALL /Prt:23-Apr-2021 08:31 /Seq:13 of 34
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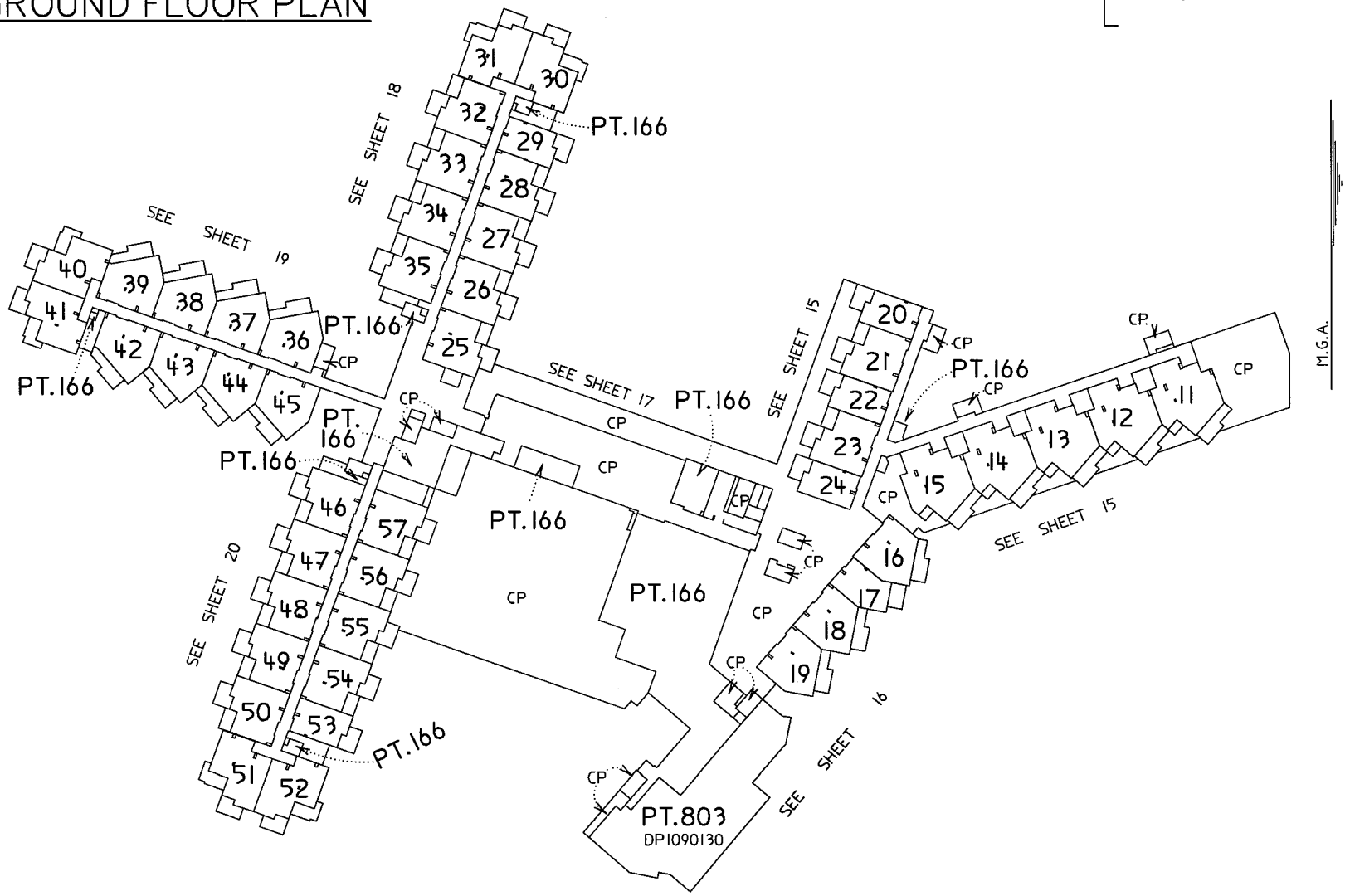
STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SP76024

UPPER GROUND FLOOR PLAN



CP .... DENOTES COMMON PROPERTY

Reduction Ratio 1: 750

Lengths are in metres

Registered Surveyor

Authorised Person/~~General Manager/Accredited Certifier~~

SURVEYOR'S REFERENCE: 8145-45C, Checklist

Req:R726548 /Doc:SP 0076024 P /Rev:30-Nov-2005 /NSW LRS /Pgs:ALL /Prt:23-Apr-2021 08:31 /Seq:14 of 34
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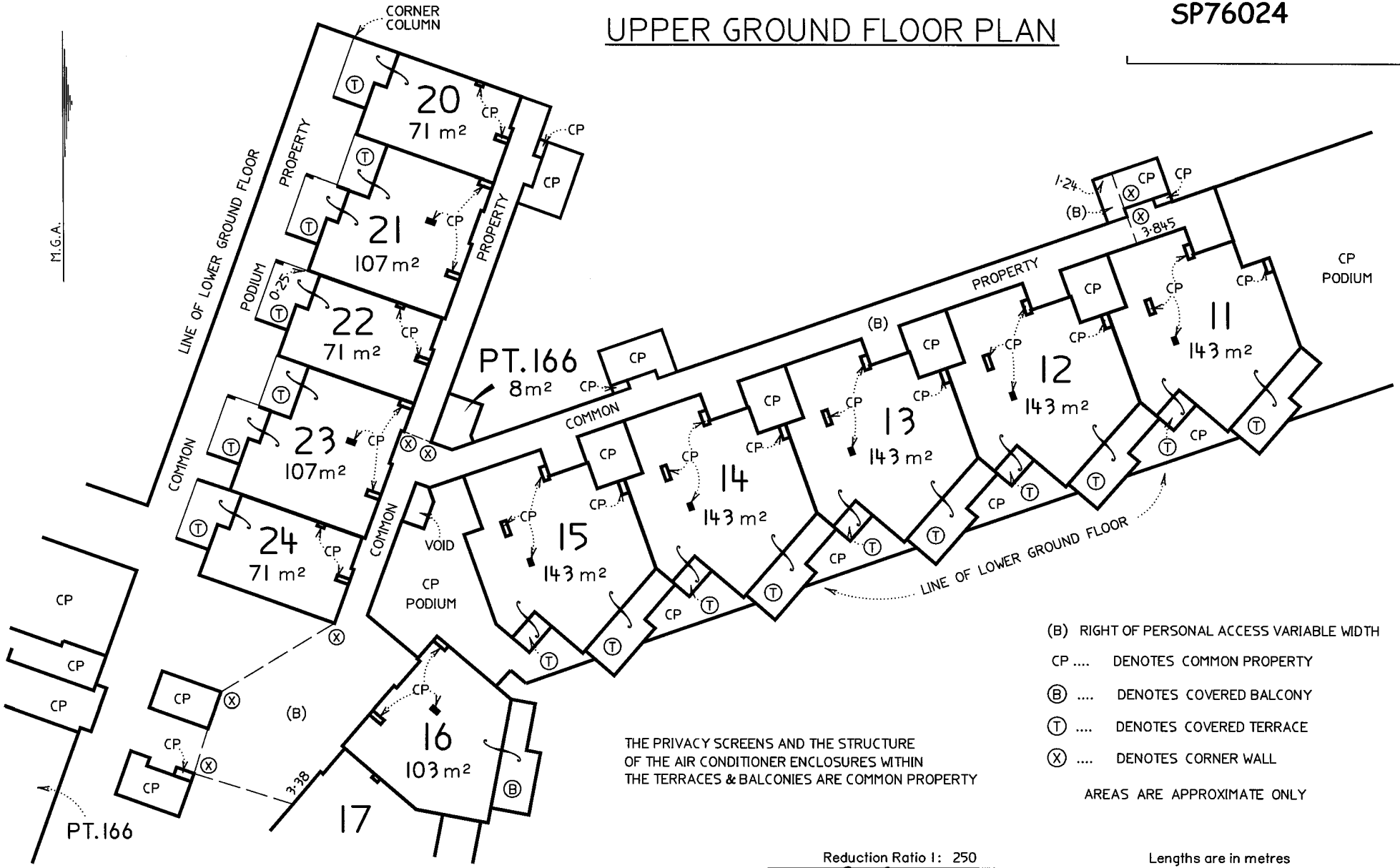
STRATA PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SP76024

UPPER GROUND FLOOR PLAN



THE PRIVACY SCREENS AND THE STRUCTURE OF THE AIR CONDITIONER ENCLOSURES WITHIN THE TERRACES & BALCONIES ARE COMMON PROPERTY

(B) RIGHT OF PERSONAL ACCESS VARIABLE WIDTH

CP .... DENOTES COMMON PROPERTY

(B) .... DENOTES COVERED BALCONY

(T) .... DENOTES COVERED TERRACE

(X) .... DENOTES CORNER WALL

AREAS ARE APPROXIMATE ONLY

Reduction Ratio 1: 250

Lengths are in metres

J. Rawsan
Registered Surveyor

Authorised Person/~~General Manager/Accredited Certifier~~

SURVEYOR'S REFERENCE: 8145-45C, Checklist

Req:R726548 /Doc:SP 0076024 P /Rev:30-Nov-2005 /NSW LRS /Pgs:ALL /Prt:23-Apr-2021 08:31 /Seq:15 of 34
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STRATA PLAN FORM 2

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SP76024

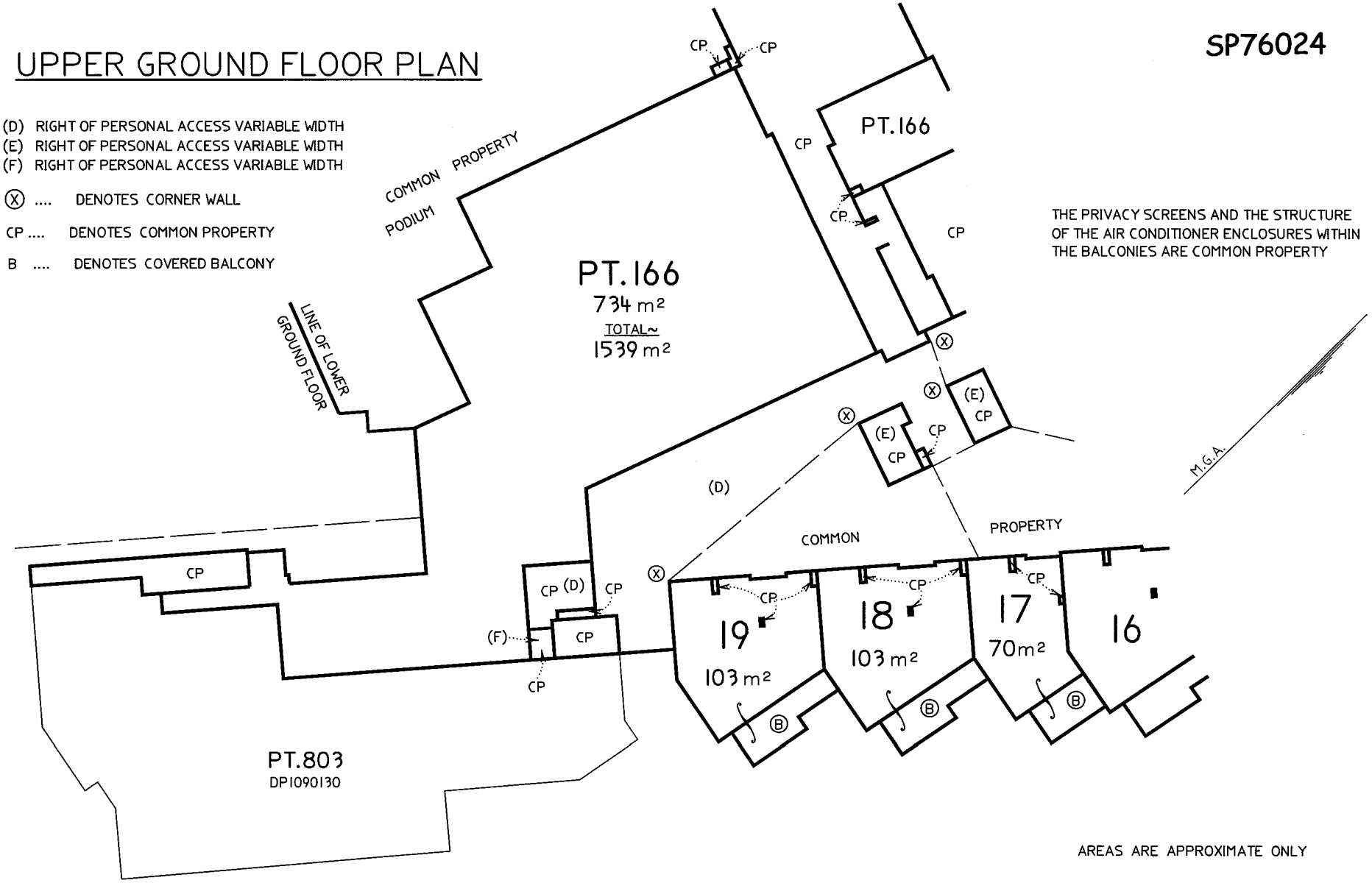
UPPER GROUND FLOOR PLAN

(D) RIGHT OF PERSONAL ACCESS VARIABLE WIDTH
(E) RIGHT OF PERSONAL ACCESS VARIABLE WIDTH
(F) RIGHT OF PERSONAL ACCESS VARIABLE WIDTH

Ⓧ .... DENOTES CORNER WALL

CP .... DENOTES COMMON PROPERTY

B .... DENOTES COVERED BALCONY



THE PRIVACY SCREENS AND THE STRUCTURE OF THE AIR CONDITIONER ENCLOSURES WITHIN THE BALCONIES ARE COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY

Reduction Ratio 1: 250

Lengths are in metres

Registered Surveyor

Authorised Person/~~General Manager/Accredited Certifier~~

SURVEYOR'S REFERENCE: 8145-45C, Checklist

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STRATA PLAN FORM 2

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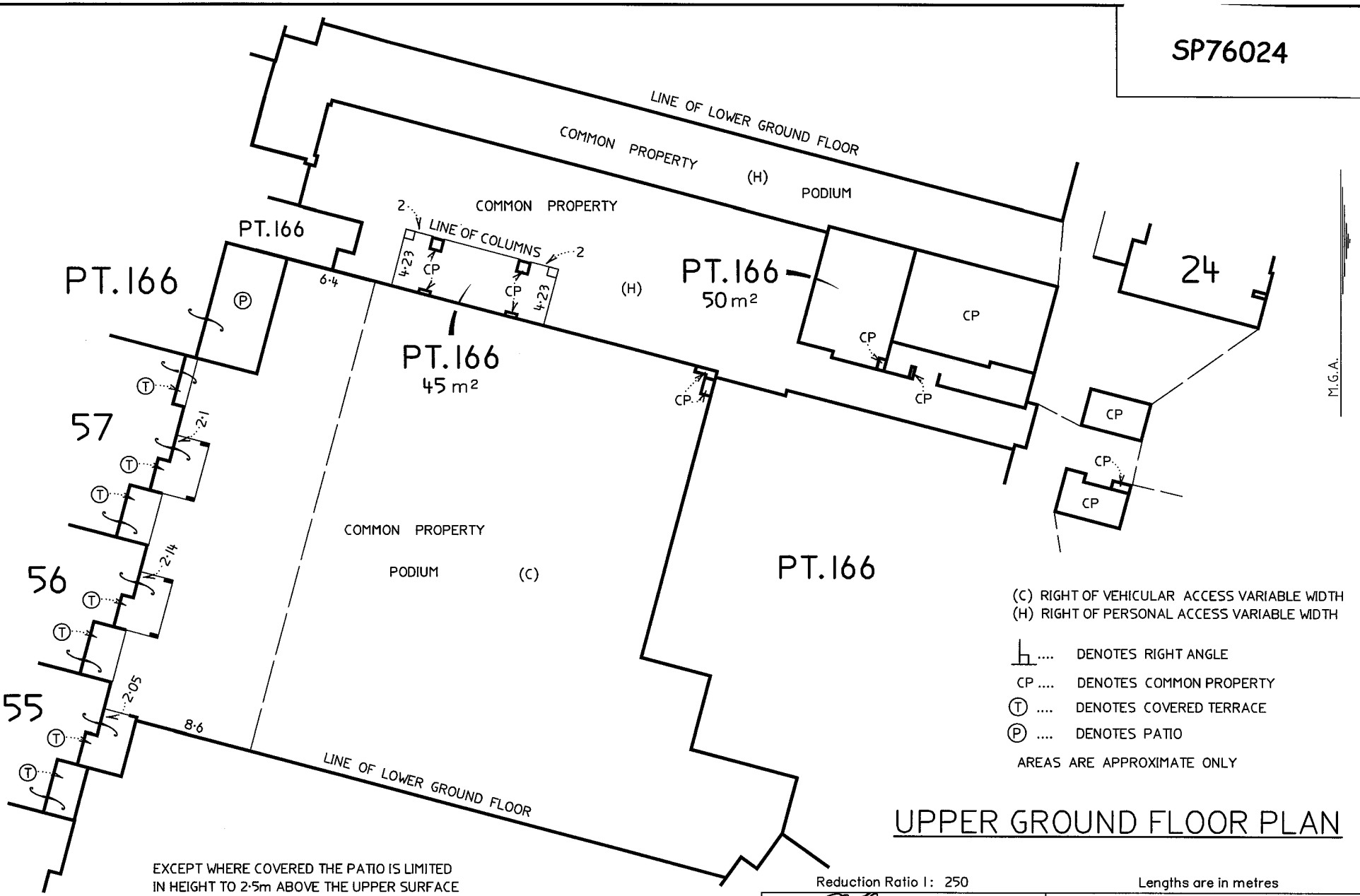

(C) RIGHT OF VEHICULAR ACCESS VARIABLE WIDTH
(H) RIGHT OF PERSONAL ACCESS VARIABLE WIDTH

⌐ .... DENOTES RIGHT ANGLE

CP .... DENOTES COMMON PROPERTY

Ⓣ .... DENOTES COVERED TERRACE

Ⓟ .... DENOTES PATIO

AREAS ARE APPROXIMATE ONLY

EXCEPT WHERE COVERED THE PATIO IS LIMITED IN HEIGHT TO 2·5m ABOVE THE UPPER SURFACE OF ITS TILED FLOOR.

UPPER GROUND FLOOR PLAN

Reduction Ratio 1: 250

Lengths are in metres

Registered Surveyor

Authorised Person/~~General Manager/Accredited Certifier~~

SURVEYOR'S REFERENCE: 8145–45C, Checklist

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STRATA PLAN FORM 2

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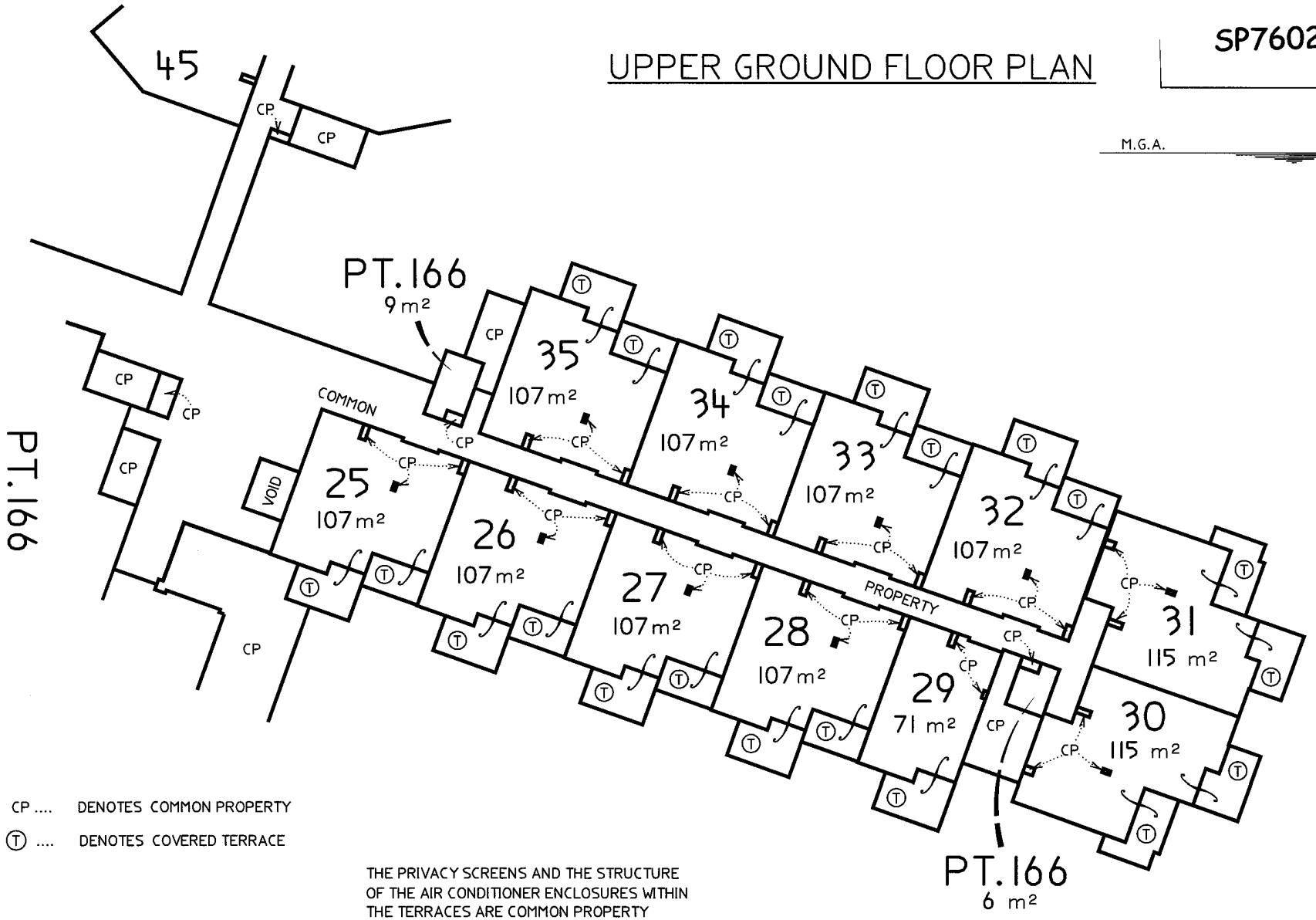
UPPER GROUND FLOOR PLAN

M.G.A.



CP .... DENOTES COMMON PROPERTY

Ⓣ .... DENOTES COVERED TERRACE

THE PRIVACY SCREENS AND THE STRUCTURE OF THE AIR CONDITIONER ENCLOSURES WITHIN THE TERRACES ARE COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY

Reduction Ratio 1: 250

Lengths are in metres

Registered Surveyor

Authorised Person/~~General Manager/Accredited Certifier~~

SURVEYOR'S REFERENCE: 8145-45C, Checklist

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STRATA PLAN FORM 2

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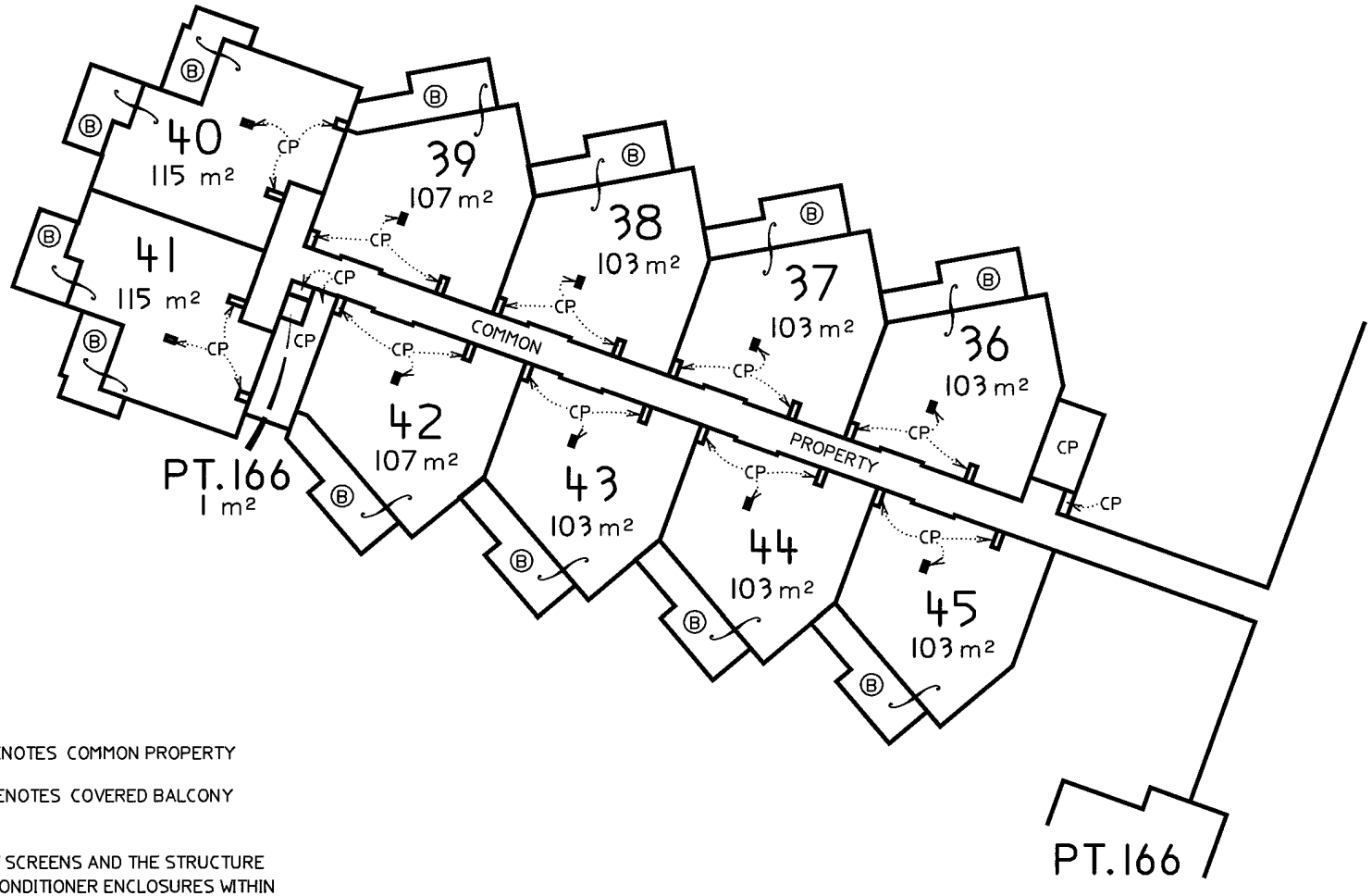
UPPER GROUND FLOOR PLAN



CP .... DENOTES COMMON PROPERTY

Ⓑ .... DENOTES COVERED BALCONY

THE PRIVACY SCREENS AND THE STRUCTURE OF THE AIR CONDITIONER ENCLOSURES WITHIN THE BALCONIES ARE COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY

Reduction Ratio 1: 250

Lengths are in metres

Registered Surveyor

Authorised Person/~~General Manager/Accredited Certifier~~

SURVEYOR'S REFERENCE: 8145-45C, Checklist

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STRATA PLAN FORM 2

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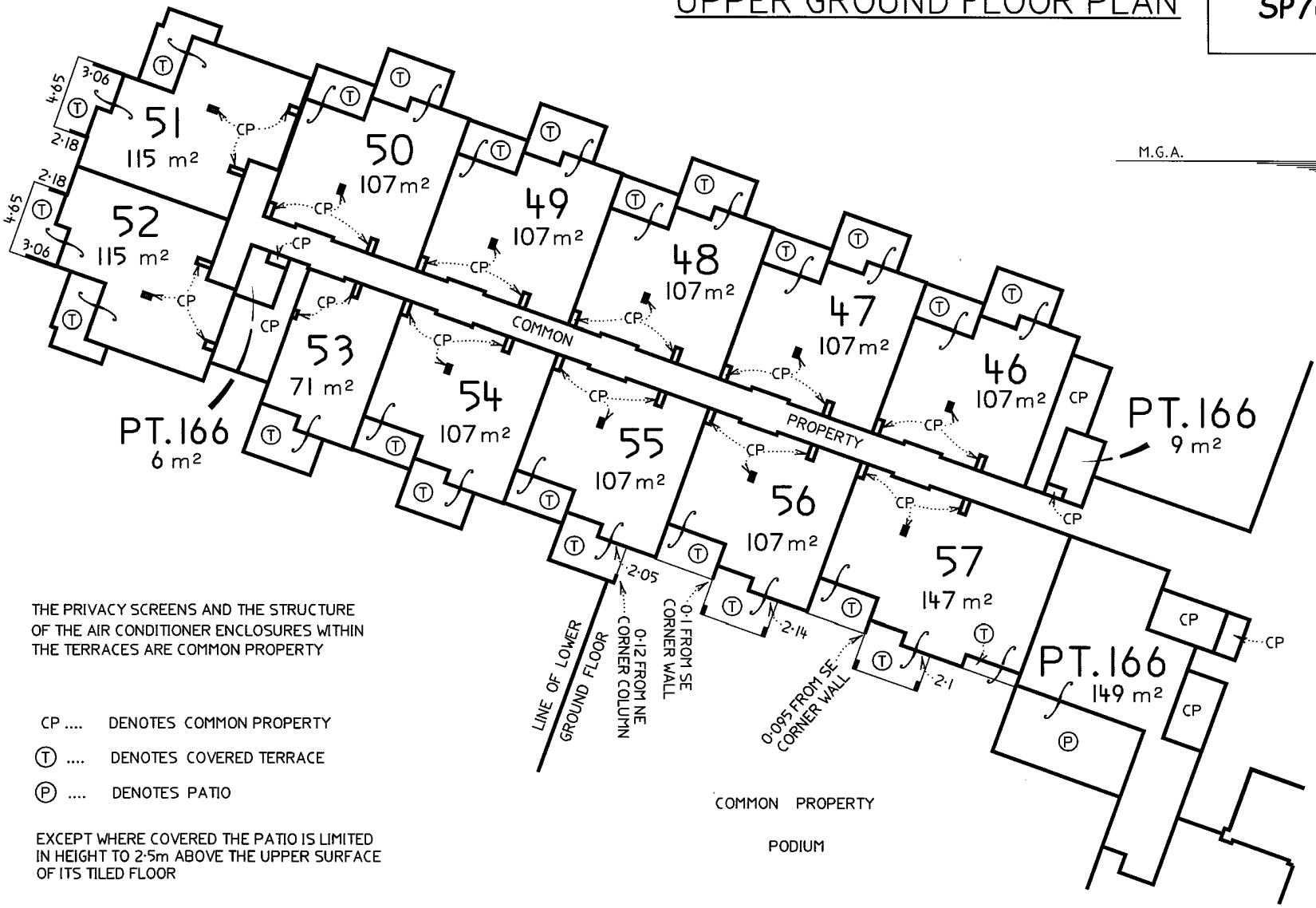
UPPER GROUND FLOOR PLAN

SP76024



THE PRIVACY SCREENS AND THE STRUCTURE OF THE AIR CONDITIONER ENCLOSURES WITHIN THE TERRACES ARE COMMON PROPERTY

CP .... DENOTES COMMON PROPERTY

Ⓣ .... DENOTES COVERED TERRACE

Ⓟ .... DENOTES PATIO

EXCEPT WHERE COVERED THE PATIO IS LIMITED IN HEIGHT TO 2·5m ABOVE THE UPPER SURFACE OF ITS TILED FLOOR

AREAS ARE APPROXIMATE ONLY

Reduction Ratio 1: 250

Lengths are in metres

Registered Surveyor

Authorised Person ~~/General Manager/Accredited Certifier~~

SURVEYOR'S REFERENCE: 8145-45C, Checklist

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STRATA PLAN FORM 2

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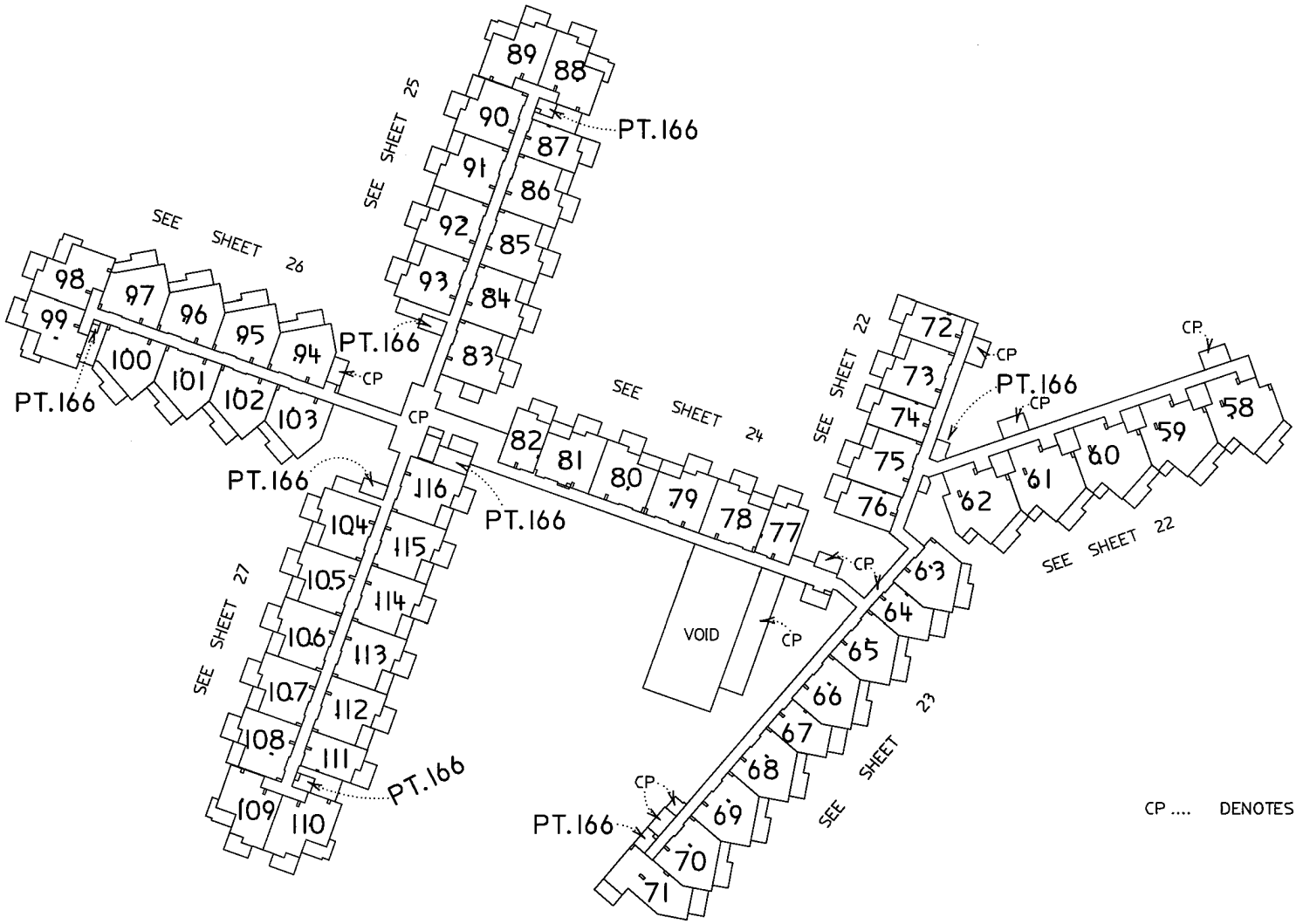
SP76024

FIRST FLOOR PLAN



CP .... DENOTES COMMON PROPERTY

Reduction Ratio 1: 750

Lengths are in metres

Registered Surveyor

Authorised Person/~~General Manager/Accredited Certifier~~

SURVEYOR'S REFERENCE: 8145-45C, Checklist

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STRATA PLAN FORM 2

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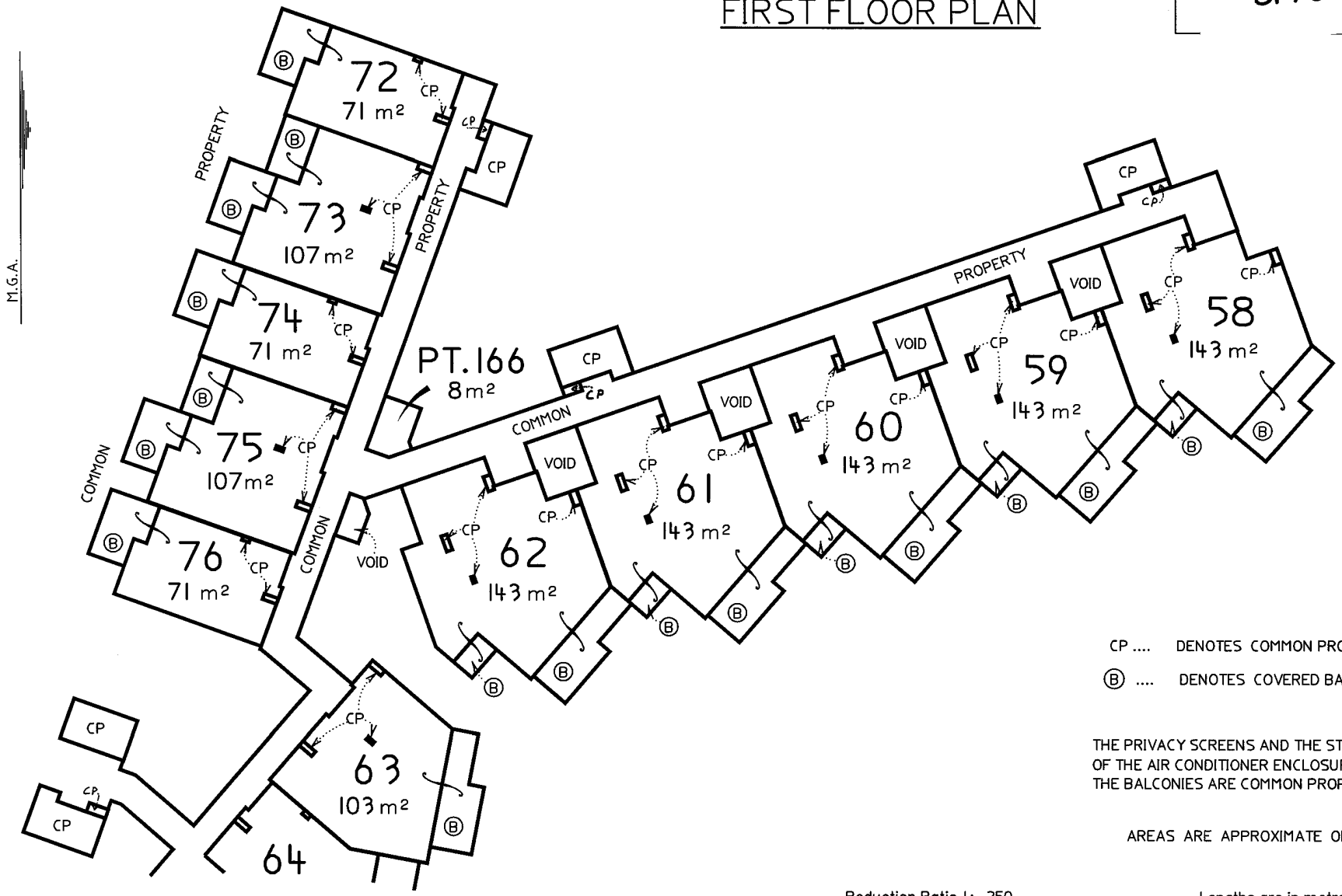
SP76024

FIRST FLOOR PLAN



CP .... DENOTES COMMON PROPERTY

Ⓑ .... DENOTES COVERED BALCONY

THE PRIVACY SCREENS AND THE STRUCTURE OF THE AIR CONDITIONER ENCLOSURES WITHIN THE BALCONIES ARE COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY

Reduction Ratio 1: 250

Lengths are in metres

Registered Surveyor

Authorised Person/~~General Manager/Accredited Certifier~~

SURVEYOR'S REFERENCE: 8145-45C, Checklist

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STRATA PLAN FORM 2

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Sheet No. 23 of 34 Sheets

SP76024

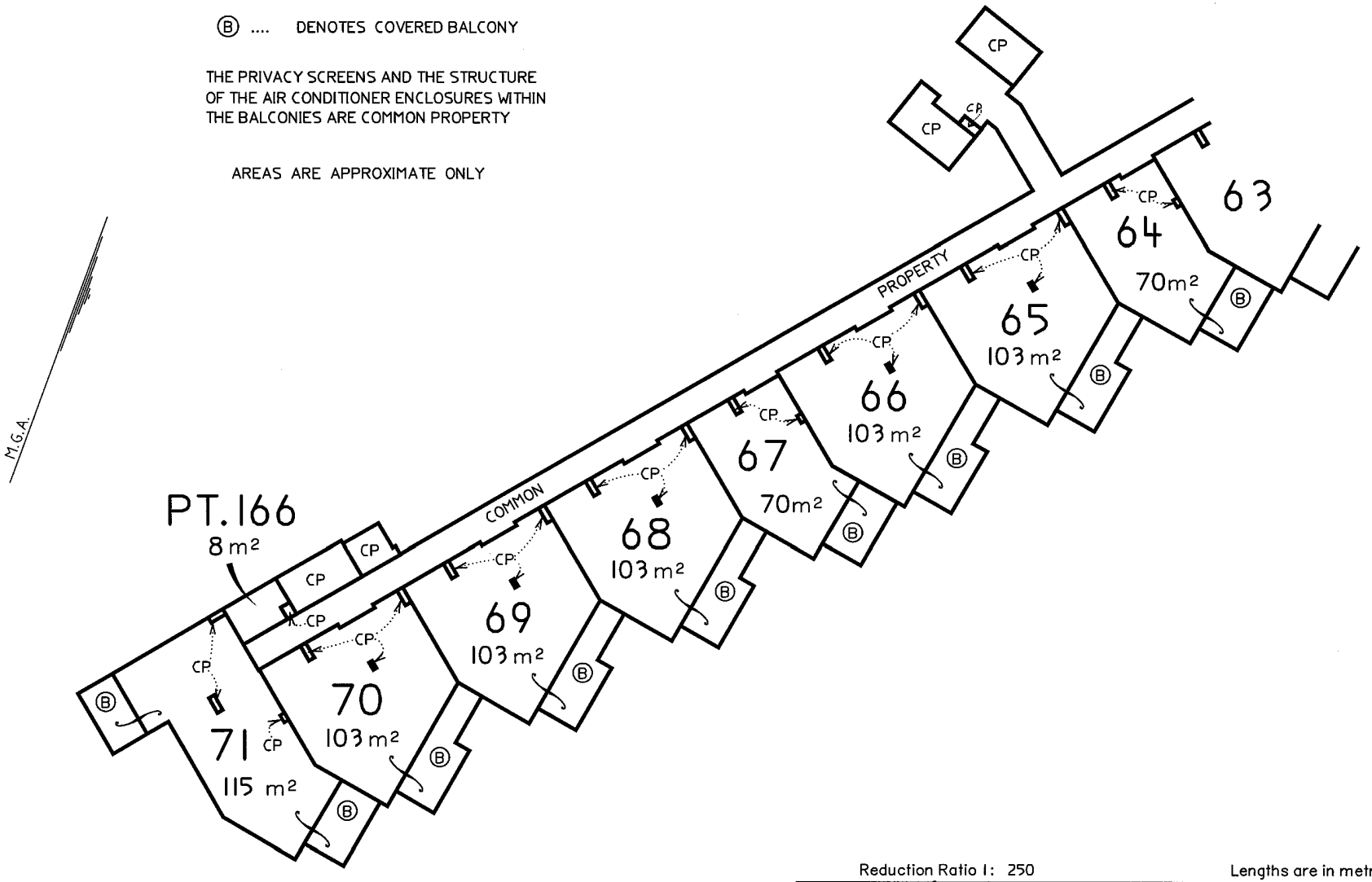
FIRST FLOOR PLAN

CP .... DENOTES COMMON PROPERTY

Ⓑ .... DENOTES COVERED BALCONY

THE PRIVACY SCREENS AND THE STRUCTURE OF THE AIR CONDITIONER ENCLOSURES WITHIN THE BALCONIES ARE COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY



Reduction Ratio 1: 250

Lengths are in metres

Registered Surveyor

Authorised Person/~~General Manager/Accredited Certifier~~

SURVEYOR'S REFERENCE: 8145-45C, Checklist

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STRATA PLAN FORM 2

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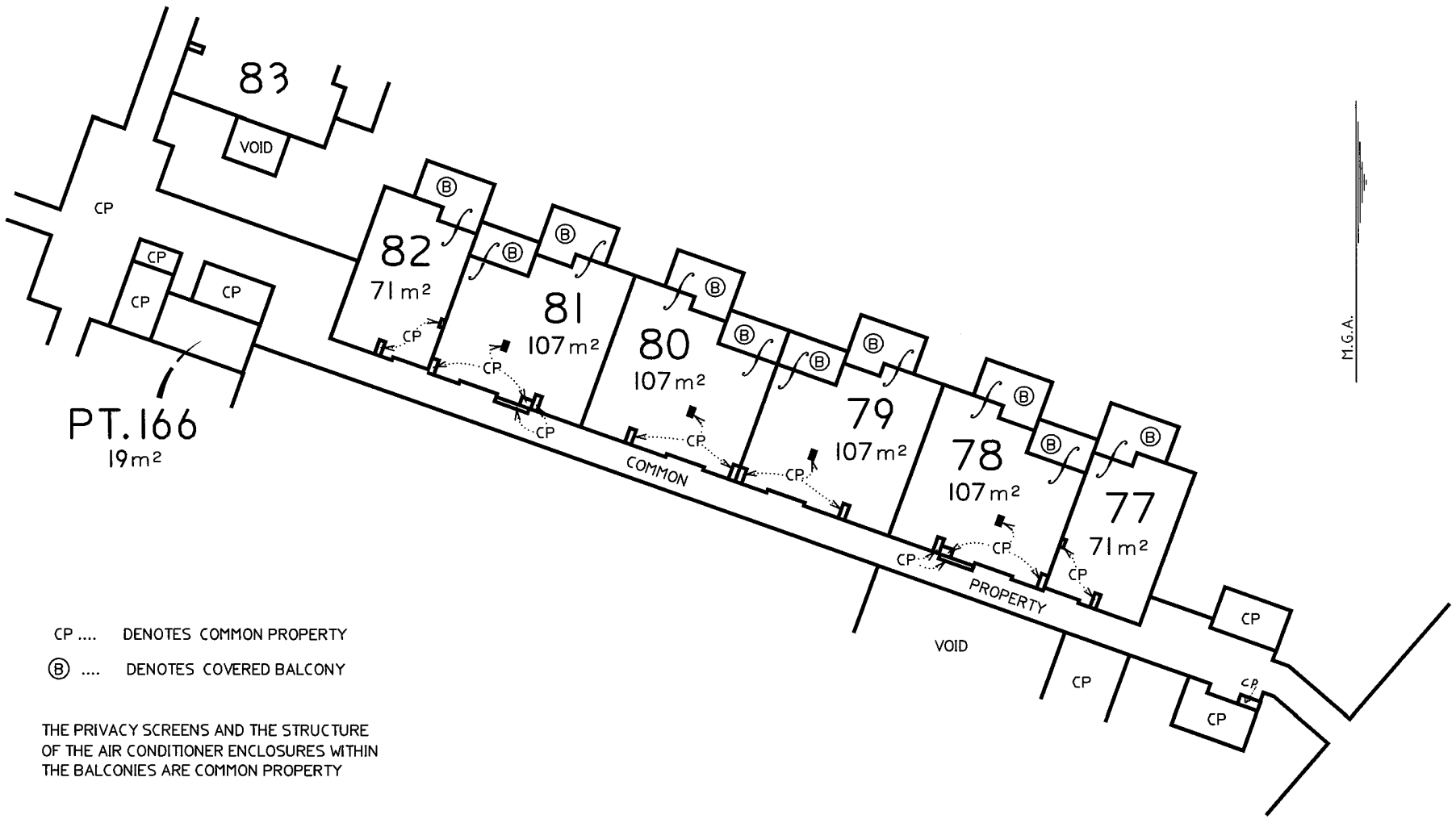
SP76024

FIRST FLOOR PLAN



CP .... DENOTES COMMON PROPERTY

Ⓑ .... DENOTES COVERED BALCONY

THE PRIVACY SCREENS AND THE STRUCTURE OF THE AIR CONDITIONER ENCLOSURES WITHIN THE BALCONIES ARE COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY

Reduction Ratio 1: 250

Lengths are in metres

Registered Surveyor

Authorised Person/~~General Manager/Accredited Certifier~~

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STRATA PLAN FORM 2

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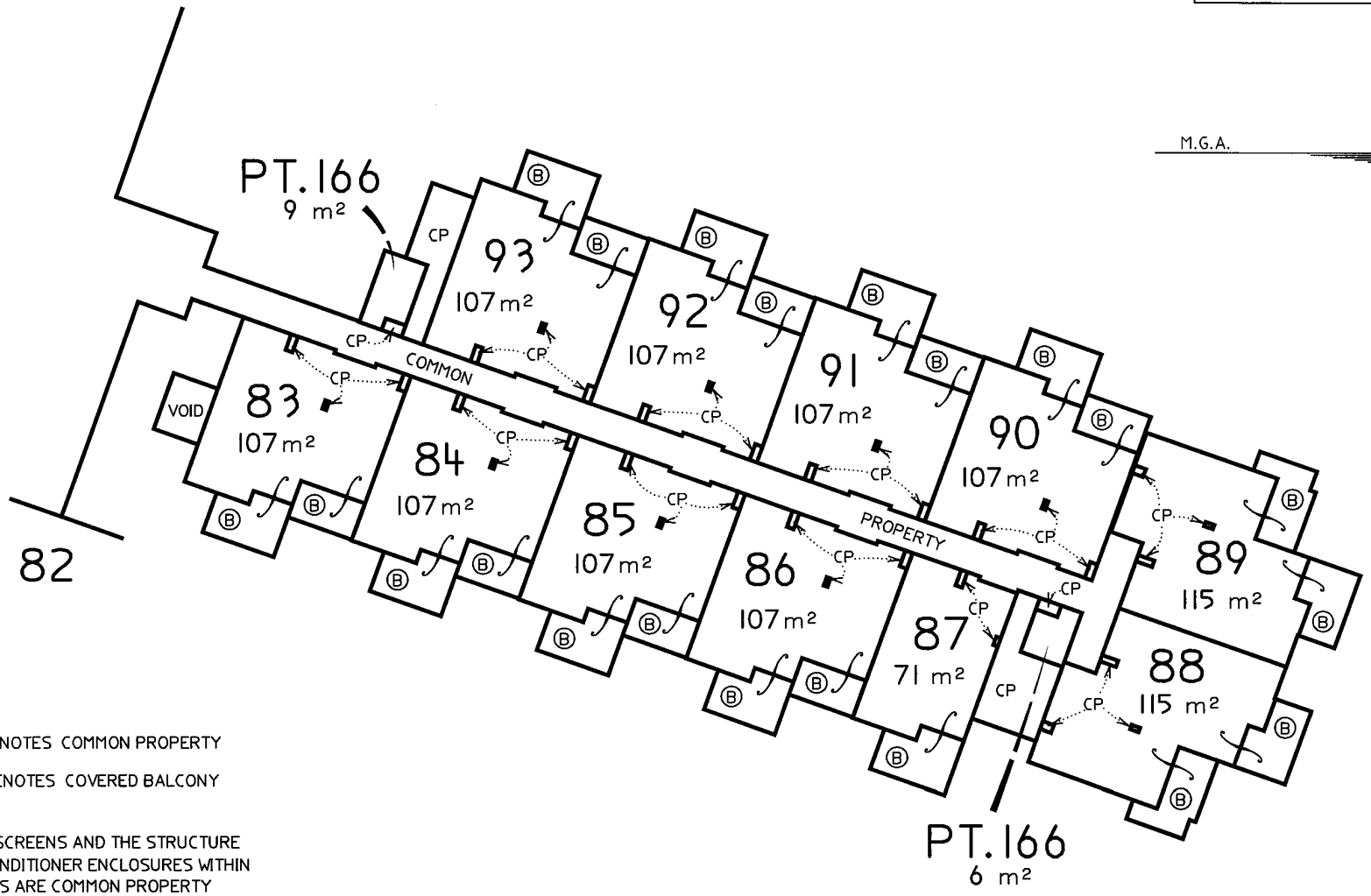
SP76024

FIRST FLOOR PLAN



CP .... DENOTES COMMON PROPERTY

Ⓑ .... DENOTES COVERED BALCONY

THE PRIVACY SCREENS AND THE STRUCTURE OF THE AIR CONDITIONER ENCLOSURES WITHIN THE BALCONIES ARE COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY

Reduction Ratio 1: 250

Lengths are in metres

Registered Surveyor

Authorised Person/~~General Manager/Accredited Certifier~~

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STRATA PLAN FORM 2

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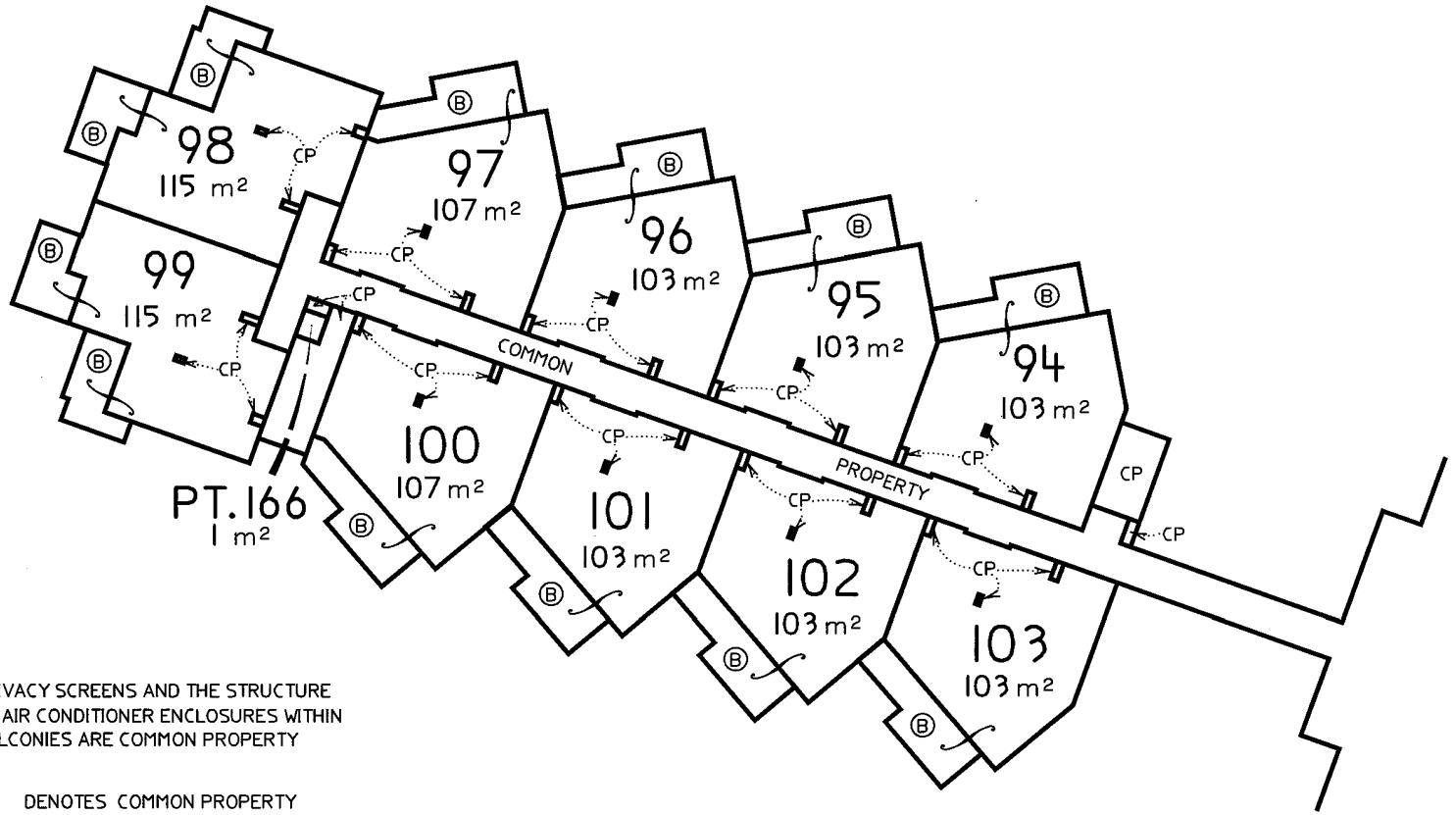
SP76024

FIRST FLOOR PLAN



THE PRIVACY SCREENS AND THE STRUCTURE OF THE AIR CONDITIONER ENCLOSURES WITHIN THE BALCONIES ARE COMMON PROPERTY

CP .... DENOTES COMMON PROPERTY

Ⓑ .... DENOTES BALCONY

EXCEPT WHERE COVERED THE BALCONIES ARE LIMITED IN HEIGHT TO 2·5m ABOVE THE UPPER SURFACE OF THEIR TILED FLOOR

AREAS ARE APPROXIMATE ONLY

Reduction Ratio 1: 250

Lengths are in metres

J.G. Thomson
Registered Surveyor

Authorised Person/~~General Manager/Accredited Certifier~~

SURVEYOR'S REFERENCE: 8145-45C, Checklist

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STRATA PLAN FORM 2

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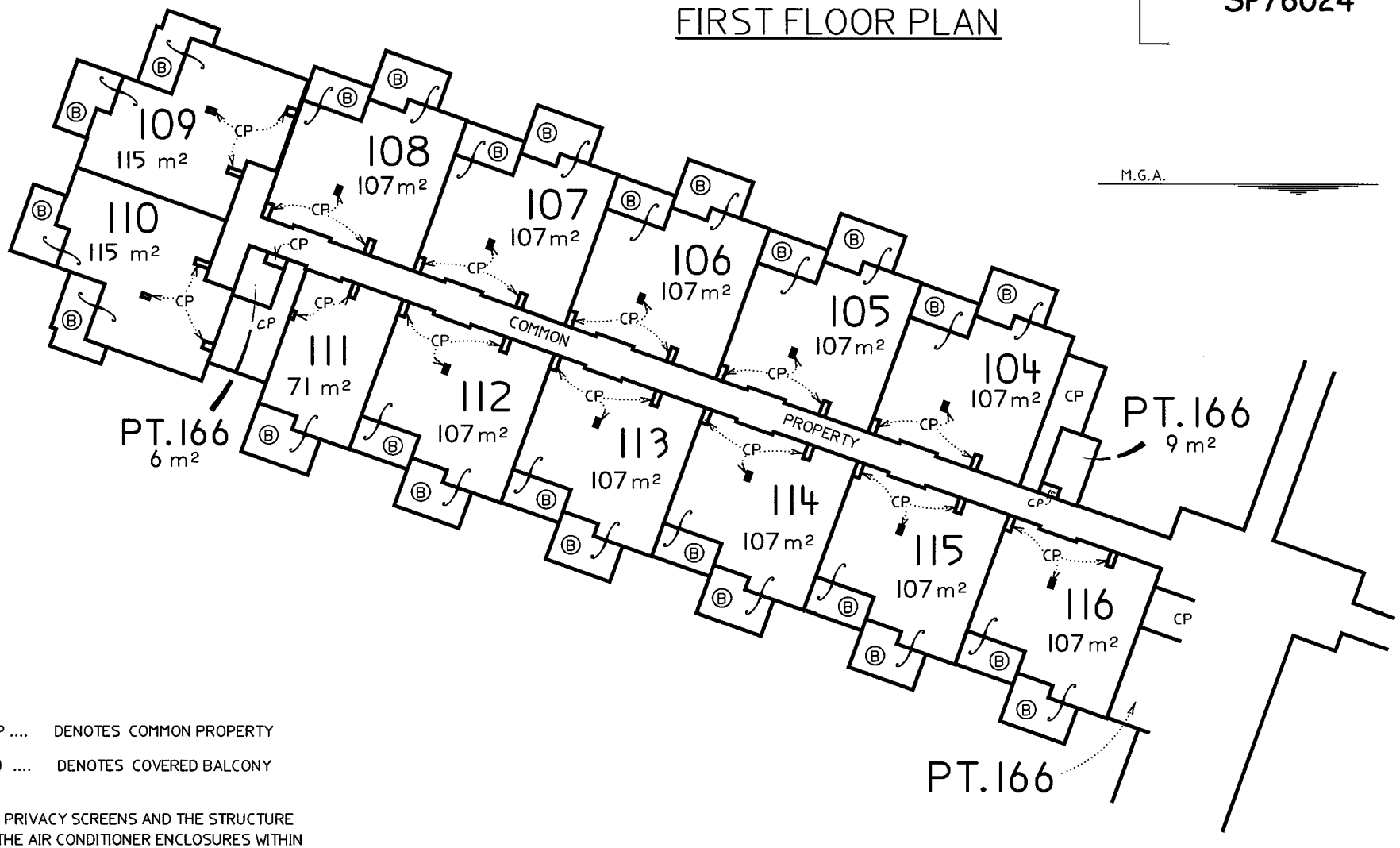
SP76024

FIRST FLOOR PLAN



CP .... DENOTES COMMON PROPERTY

Ⓑ .... DENOTES COVERED BALCONY

THE PRIVACY SCREENS AND THE STRUCTURE OF THE AIR CONDITIONER ENCLOSURES WITHIN THE BALCONIES ARE COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY

Reduction Ratio 1: 250

Lengths are in metres

Registered Surveyor

Authorised Person/~~General Manager/Accredited Certifier~~

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STRATA PLAN FORM 2

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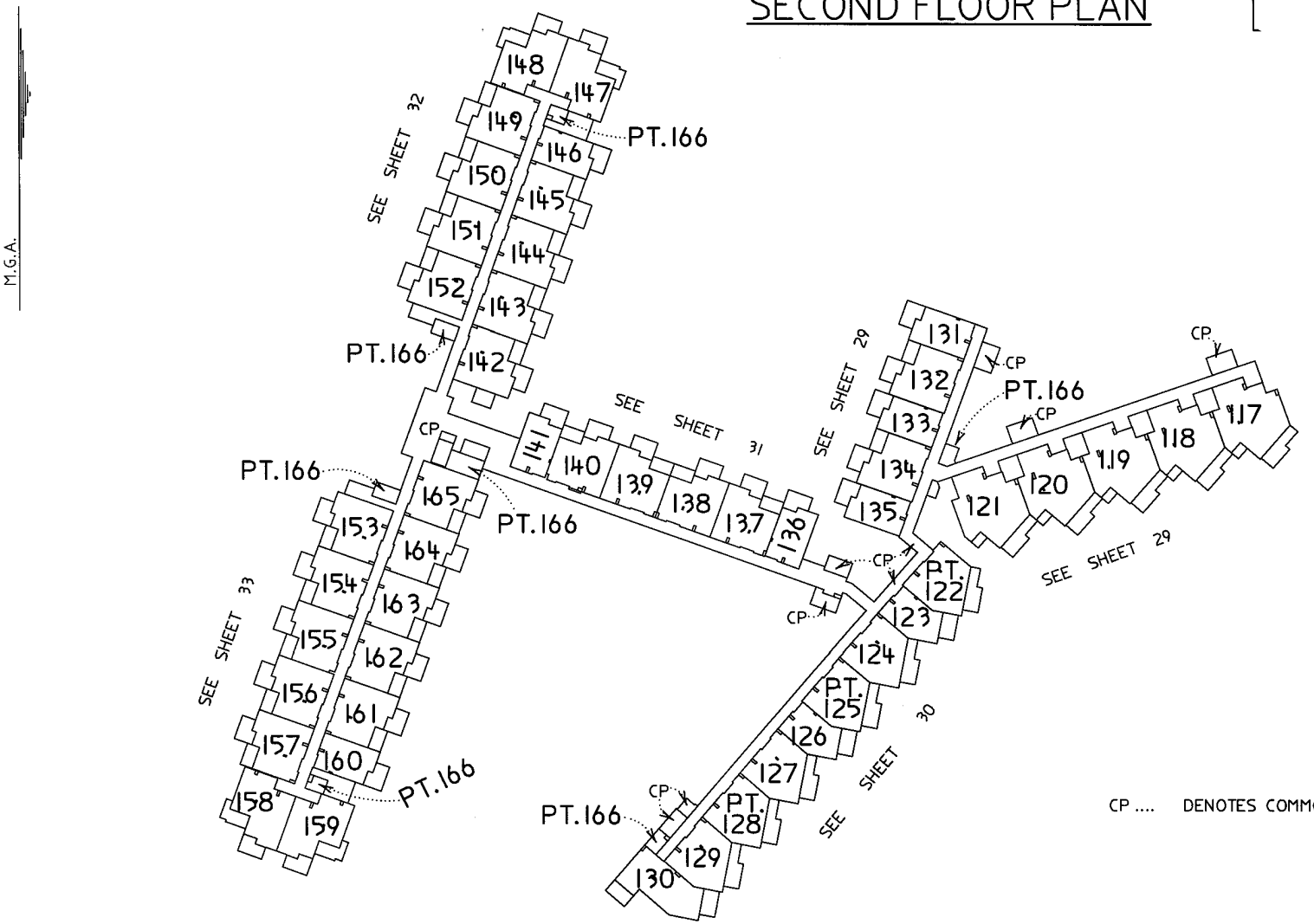
SP76024

SECOND FLOOR PLAN



CP .... DENOTES COMMON PROPERTY

Reduction Ratio 1: 750

Lengths are in metres

Registered Surveyor

Authorised Person/~~General Manager/Accredited Certifier~~

SURVEYOR'S REFERENCE: 8145-45C, Checklist

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STRATA PLAN FORM 2

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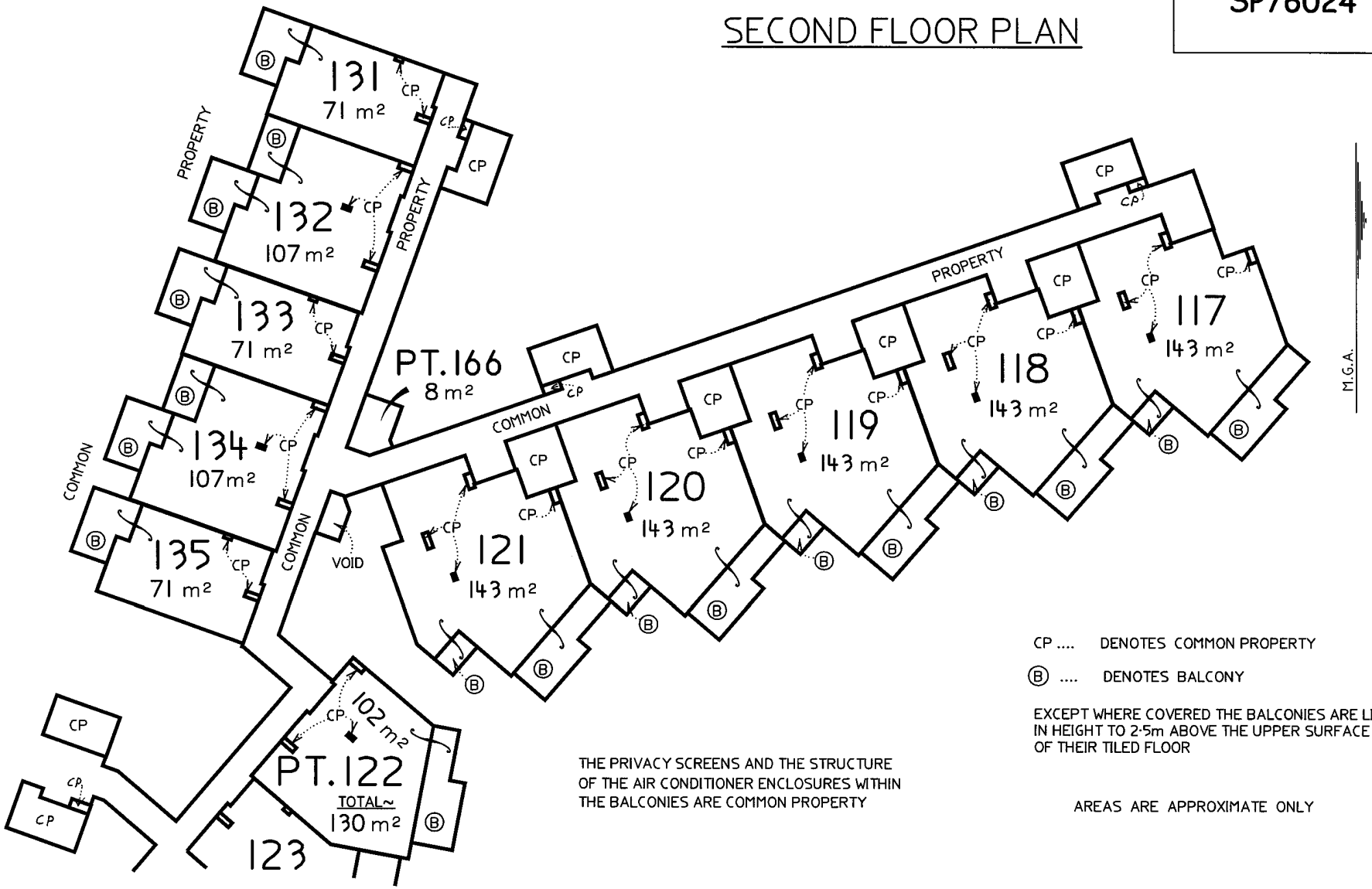
SP76024

SECOND FLOOR PLAN



CP .... DENOTES COMMON PROPERTY

Ⓑ .... DENOTES BALCONY

EXCEPT WHERE COVERED THE BALCONIES ARE LIMITED IN HEIGHT TO 2·5m ABOVE THE UPPER SURFACE OF THEIR TILED FLOOR

THE PRIVACY SCREENS AND THE STRUCTURE OF THE AIR CONDITIONER ENCLOSURES WITHIN THE BALCONIES ARE COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY

Reduction Ratio 1: 250

Lengths are in metres

Registered Surveyor

Authorised Person/~~General Manager/Accredited Certifier~~

SURVEYOR'S REFERENCE: 8145-45C, Checklist

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STRATA PLAN FORM 2

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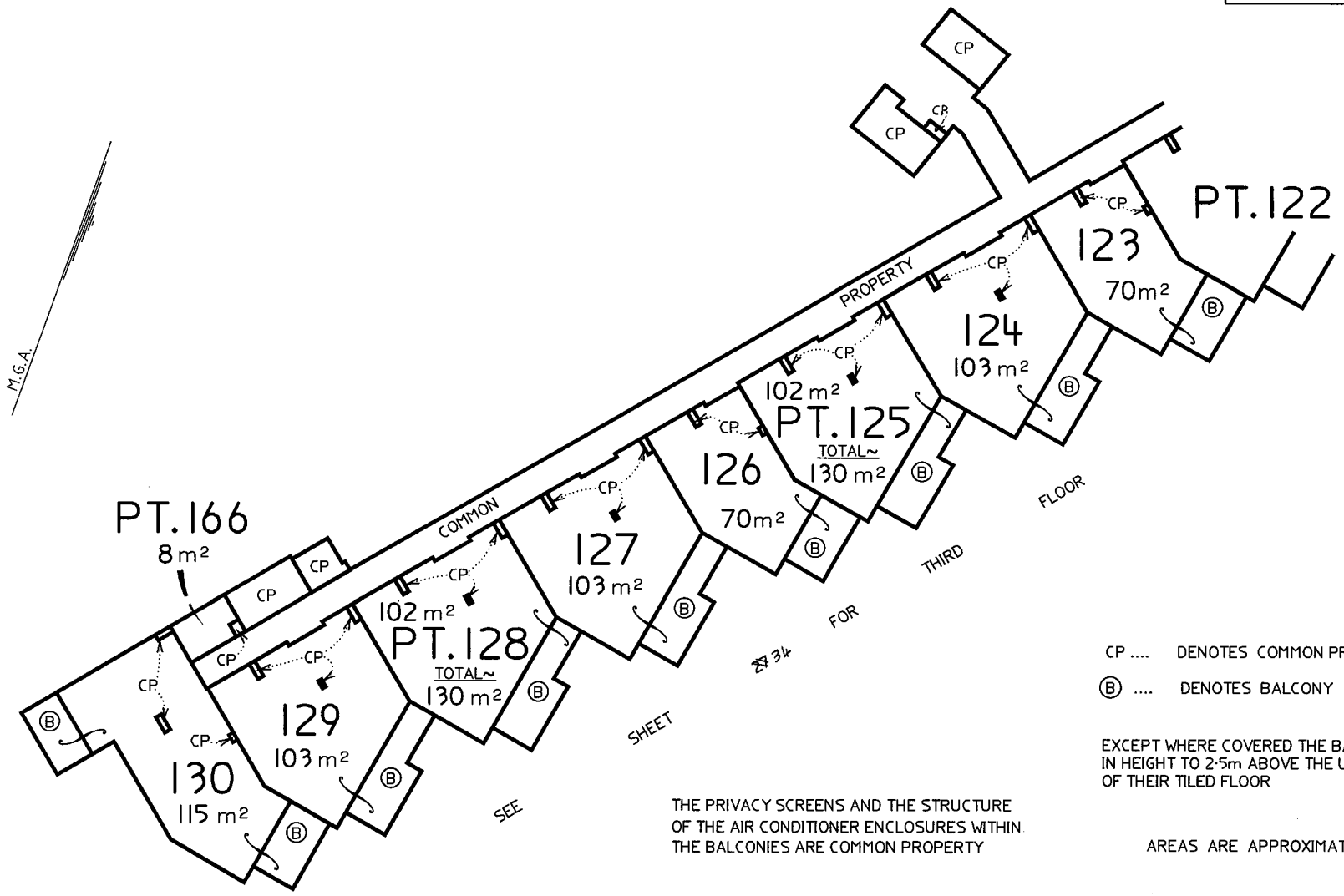
SP76024

SECOND FLOOR PLAN



CP .... DENOTES COMMON PROPERTY

Ⓑ .... DENOTES BALCONY

EXCEPT WHERE COVERED THE BALCONIES ARE LIMITED IN HEIGHT TO 2·5m ABOVE THE UPPER SURFACE OF THEIR TILED FLOOR

THE PRIVACY SCREENS AND THE STRUCTURE OF THE AIR CONDITIONER ENCLOSURES WITHIN THE BALCONIES ARE COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY

Reduction Ratio 1: 250

Lengths are in metres

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Authorised Person/~~General Manager/Accredited Certifier~~

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STRATA PLAN FORM 2

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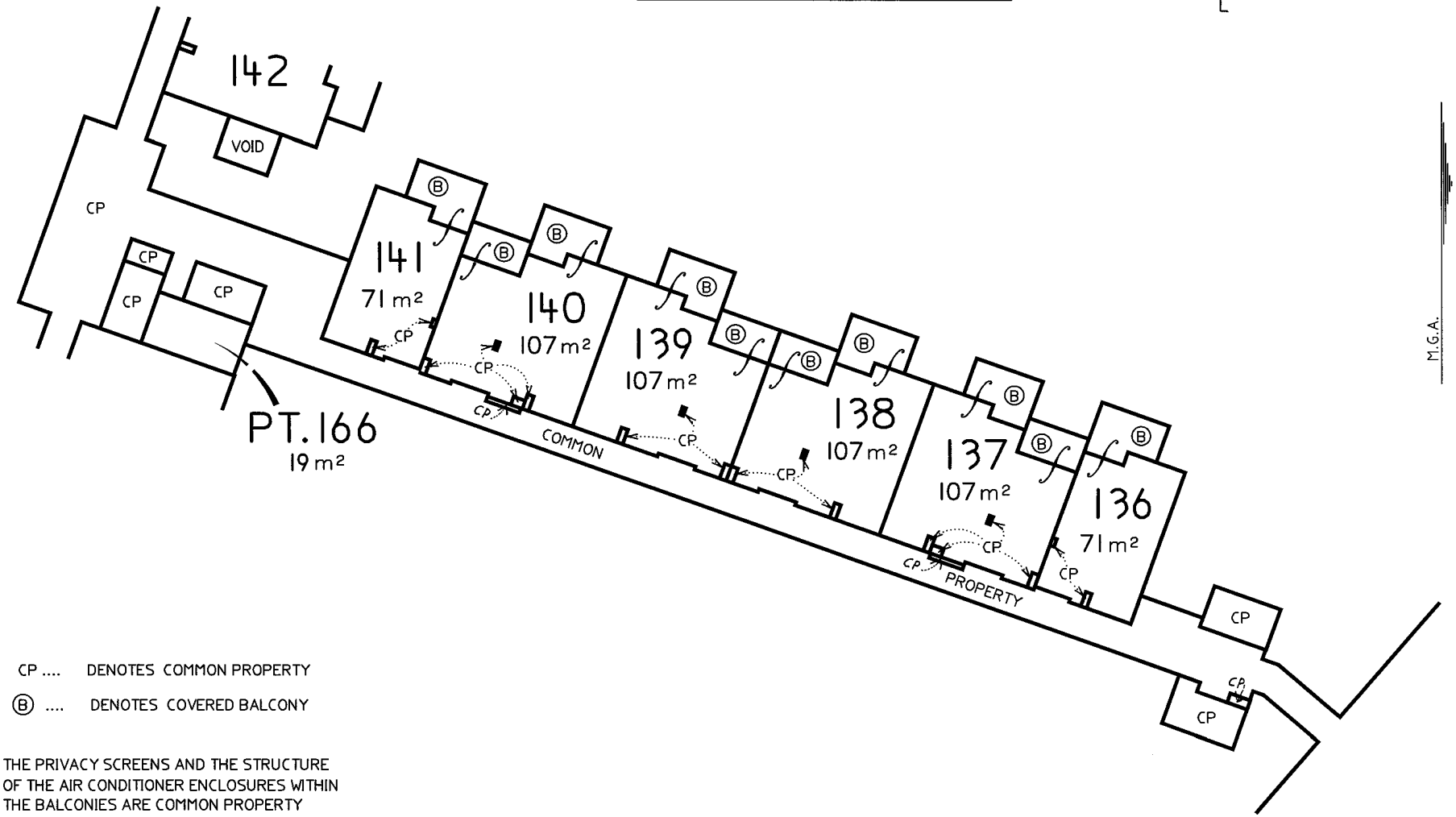
SECOND FLOOR PLAN



CP .... DENOTES COMMON PROPERTY

Ⓑ .... DENOTES COVERED BALCONY

THE PRIVACY SCREENS AND THE STRUCTURE OF THE AIR CONDITIONER ENCLOSURES WITHIN THE BALCONIES ARE COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY

Reduction Ratio 1: 250

Lengths are in metres

Registered Surveyor

Authorised Person/~~General Manager/Accredited Certifier~~

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STRATA PLAN FORM 2

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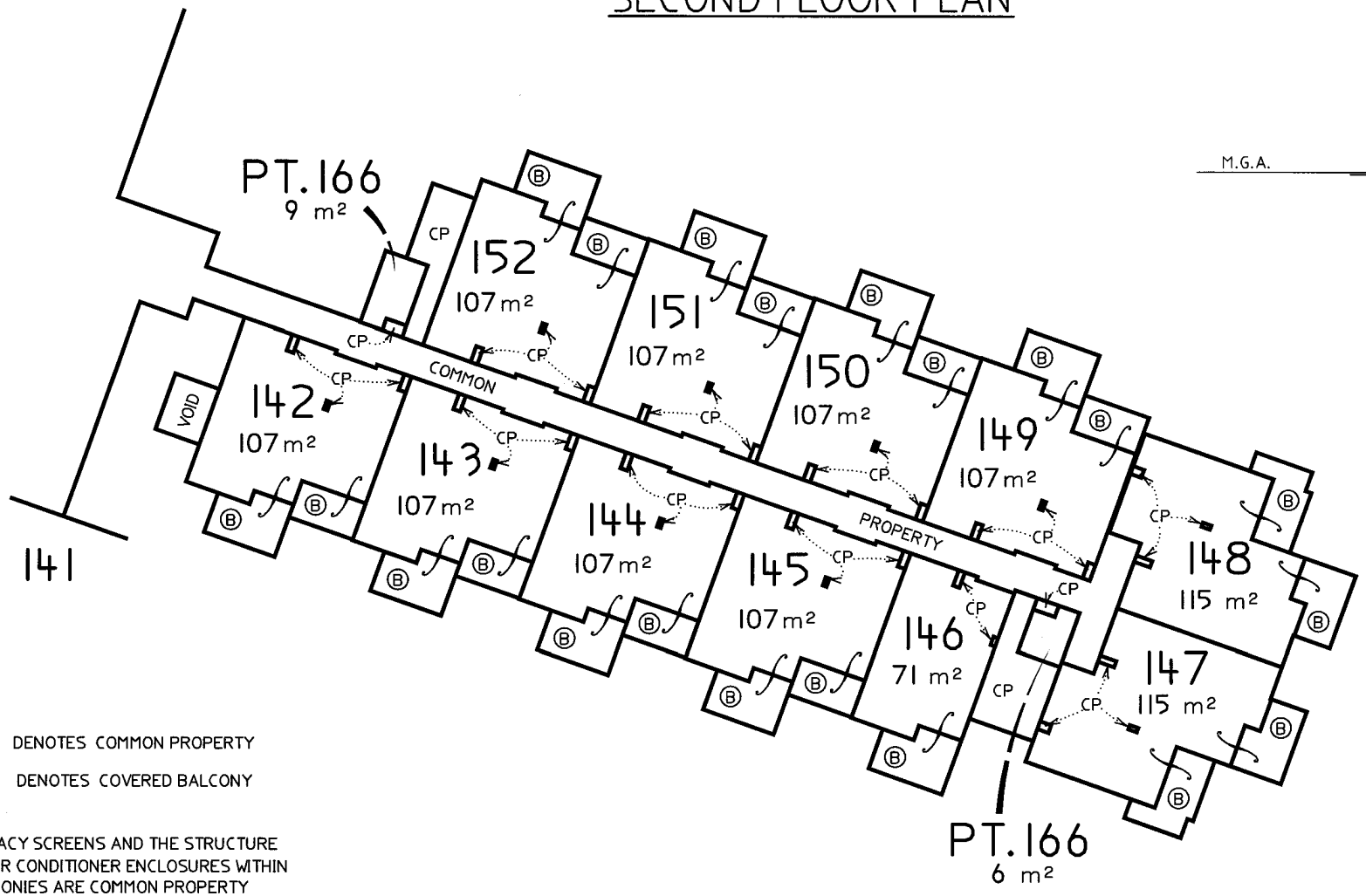
SP76024

SECOND FLOOR PLAN



M.G.A.

CP .... DENOTES COMMON PROPERTY

Ⓑ .... DENOTES COVERED BALCONY

THE PRIVACY SCREENS AND THE STRUCTURE OF THE AIR CONDITIONER ENCLOSURES WITHIN THE BALCONIES ARE COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY

Reduction Ratio 1: 250

Lengths are in metres

Registered Surveyor

Authorised Person/~~General Manager/Accredited Certifier.~~

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STRATA PLAN FORM 2

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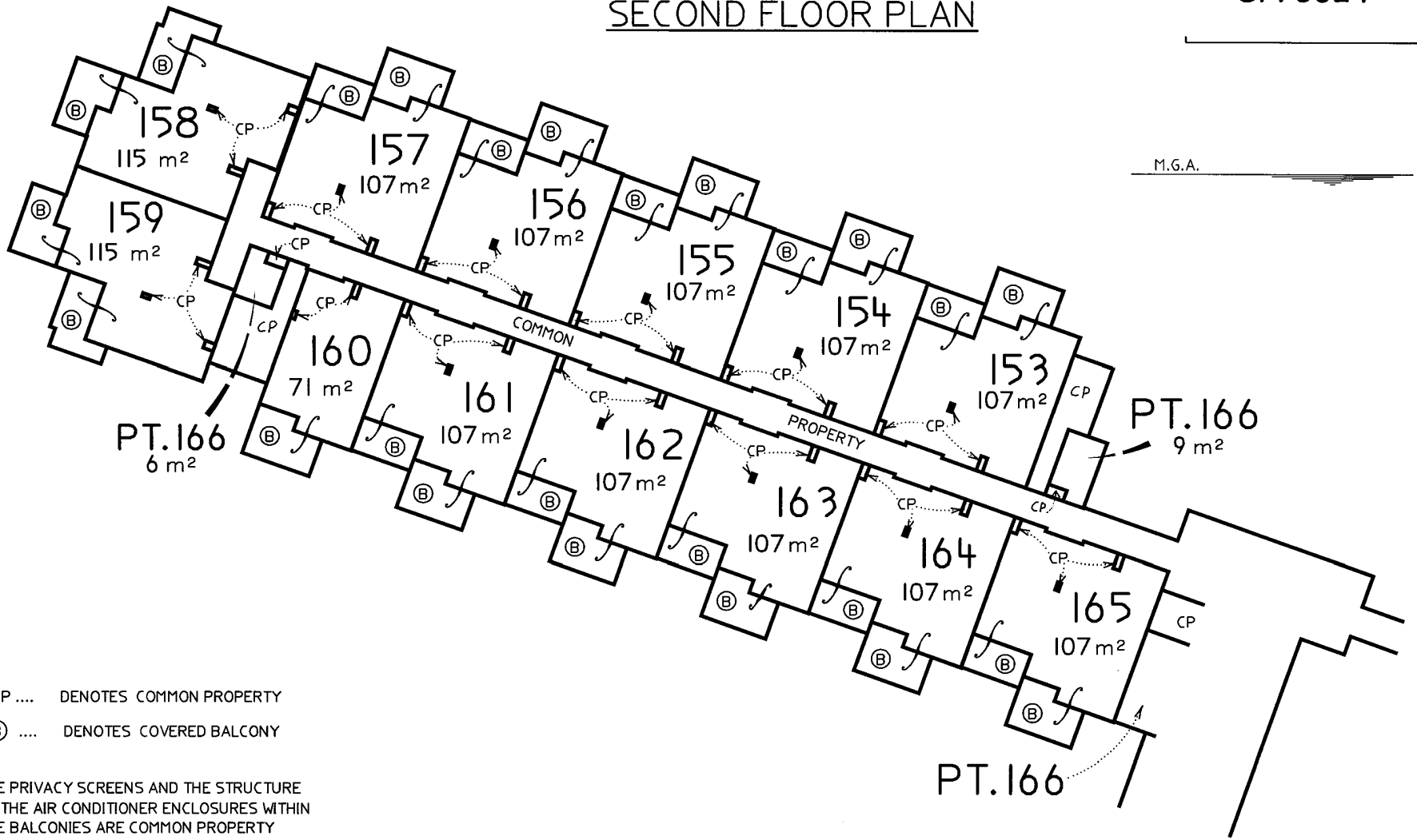
SP76024

SECOND FLOOR PLAN

M.G.A.



CP .... DENOTES COMMON PROPERTY

Ⓑ .... DENOTES COVERED BALCONY

THE PRIVACY SCREENS AND THE STRUCTURE OF THE AIR CONDITIONER ENCLOSURES WITHIN THE BALCONIES ARE COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY

Reduction Ratio 1: 250

Lengths are in metres

J.J. Rawson
Registered Surveyor

Authorised Person/~~General Manager/Accredited Certifier~~

SURVEYOR'S REFERENCE: 8145-45C, Checklist

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STRATA PLAN FORM 2

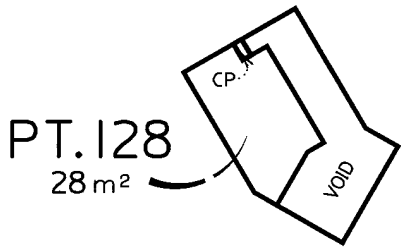
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

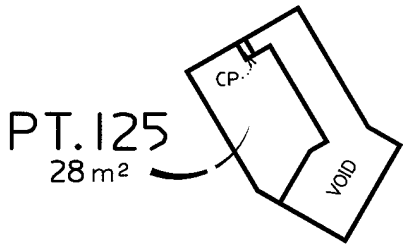
THIRD FLOOR PLAN

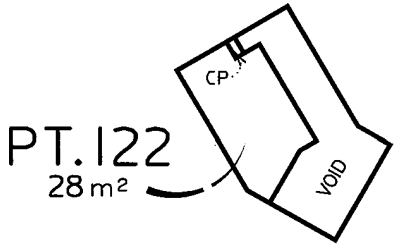
SP76024

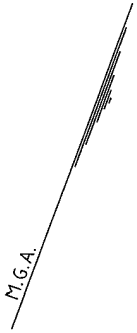
CP .... DENOTES COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY









Reduction Ratio 1: 250

Lengths are in metres

Registered Surveyor

Authorised Person/~~General Manager/Accredited Certifier~~

SURVEYOR'S REFERENCE: 8145-45C, Checklist

Req:R726548 /Doc:SP 0076024 P /Rev:30-Nov-2005 /NSW LRS /Pgs:ALL /Prt:23-Apr-2021 08:31 /Seq:34 of 34
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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.

SP76024

Subdivision covered by Council's Certificate No SSC05/0056 of 2005

Full name and address of owner of the land:

South Kingscliff Developments Pty Ltd ACN 098 968 266 of C/- Ray Group Pty Ltd, 34 – 36 Glenferrie Drive, Robina, Qld, 4226

Full name and address of mortgagee of the land:

Capital Finance Australia Limited ACN 069 663136 of Level 10, 127 Creek Street, Brisbane, Qld, 4000

Perpetual Nominees Limited ACN 000 733 700 of C/- McLaughlin Financial Services, 5-9 Hicks Street, Southport, Qld, 4215

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	Right of personal access variable width (A)	Common Property	Lot 802 in DP 1090130
2	Right of personal access variable width (B)	Common Property	Lot 802 in DP 1090130
3	Right of vehicular access variable width (C)	Common Property	Lot 802 in DP 1090130 Lot 803 in DP 1090130
4	Right of personal access variable width (D)	Common Property	Lot 802 in DP 1090130 Lot 803 in DP 1090130
5	Right of personal access variable width (E)	Common Property	Lot 802 in DP 1090130 Lot 803 in DP 1090130
6	Right of personal access variable width (F)	Common Property	Lot 803 in DP 1090130
7	Right of vehicular access variable width (G)	Common Property	Lot 802 in DP 1090130 Lot 803 in DP 1090130
8	Right of personal access variable width (H)	Common Property	Lot 802 in DP 1090130 Lot 803 in DP 1090130
9	Right of vehicular access variable width (I)	Common Property	Lot 803 in DP 1090130
10	Right of vehicular access variable width (J)	Common Property	Lot 802 in DP 1090130
11	Right of vehicular access variable width (K)	Common Property	Lot 802 in DP 1090130 Lot 803 in DP 1090130
12	Right of vehicular access variable width (M)	Common Property	Lot 802 in DP 1090130 Lot 803 in DP 1090130

Req:R726549 /Doc:SP 0076024 B /Rev:30-Nov-2005 /NSW LRS /Pgs:ALL /Prt:23-Apr-2021 08:31 /Seq:2 of 9
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13	Right of personal access variable width (N)	Common Property	Lot 802 in DP 1090130
14	Restriction(s) on the use of land	Each lot	Tweed Shire Council

Part 2 (Terms)

1. Terms of easement for personal access variable width firstly referred to in the abovementioned plan:

   1.1 An easement for personal access in the terms of that under Section 8AB of the Strata Schemes (Freehold Development) Act 1973 is created in respect of that part of the lot burdened shown in the abovementioned plan as "easement for personal access" and identified by the letter "A".

   1.2 The person specified in the Strata Management Statement must carry out the obligations in respect of the easement referred to in Section 4(1) of Schedule 1B of the Strata Schemes (Freehold Development) Act 1973 and the costs of maintenance and repair referred to in Section 7 of Schedule 1B of the Strata Schemes (Freehold Development) Act 1973 must be borne by the persons and in the proportion specified in the Strata Management Statement.

   1.3 The right granted by this easement is to be exercised subject to any rights of special privilege that exist over the servient tenement.

   1.4 For the purposes of this easement:

      (a) "Strata Management Statement" means the strata management statement registered with the Plan.

2. Terms of easement for personal access variable width secondly referred to in the abovementioned plan:

   2.1 An easement for personal access in the terms of that under Section 8AB of the Strata Schemes (Freehold Development) Act 1973 is created in respect of that part of the lot burdened shown in the abovementioned plan as "easement for personal access" and identified by the letter "B".

   2.2 The person specified in the Strata Management Statement must carry out the obligations in respect of the easement referred to in Section 4(1) of Schedule 1B of the Strata Schemes (Freehold Development) Act 1973 and the costs of maintenance and repair referred to in Section 7 of Schedule 1B of the Strata Schemes (Freehold Development) Act 1973 must be borne by the persons and in the proportion specified in the Strata Management Statement.

   2.3 The right granted by this easement is to be exercised subject to any rights of special privilege that exist over the servient tenement.

   2.4 For the purposes of this easement:

      (a) "Strata Management Statement" means the strata management statement registered with the Plan.

SP76024

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3. Terms of easement for vehicular access variable width thirdly referred to in the abovementioned plan:

3.1 An easement for vehicular access in the terms of that under Section 8AB of the Strata Schemes (Freehold Development) Act 1973 is created in respect of that part of the lot burdened shown in the abovementioned plan as "easement for vehicular access" and identified by the letter "C".

3.2 The person specified in the Strata Management Statement must carry out the obligations in respect of the easement referred to in Section 4(1) of Schedule 1B of the Strata Schemes (Freehold Development) Act 1973 and the costs of maintenance and repair referred to in Section 7 of Schedule 1B of the Strata Schemes (Freehold Development) Act 1973 must be borne by the persons and in the proportion specified in the Strata Management Statement.

3.3 The right granted by this easement is to be exercised subject to any rights of special privilege that exist over the servient tenement.

3.4 For the purposes of this easement:

(a) "Strata Management Statement" means the strata management statement registered with the Plan.

4. Terms of easement for personal access variable width fourthly referred to in the abovementioned plan:

4.1 An easement for personal access in the terms of that under Section 8AB of the Strata Schemes (Freehold Development) Act 1973 is created in respect of that part of the lot burdened shown in the abovementioned plan as "easement for personal access" and identified by the letter "D".

4.2 The person specified in the Strata Management Statement must carry out the obligations in respect of the easement referred to in Section 4(1) of Schedule 1B of the Strata Schemes (Freehold Development) Act 1973 and the costs of maintenance and repair referred to in Section 7 of Schedule 1B of the Strata Schemes (Freehold Development) Act 1973 must be borne by the persons and in the proportion specified in the Strata Management Statement.

4.3 The right granted by this easement is to be exercised subject to any rights of special privilege that exist over the servient tenement.

4.4 For the purposes of this easement:

(a) "Strata Management Statement" means the strata management statement registered with the Plan.

5. Terms of easement for personal access variable width fifthly referred to in the abovementioned plan:

5.1 An easement for personal access in the terms of that under Section 8AB of the Strata Schemes (Freehold Development) Act 1973 is created in respect of that part of the lot burdened shown in the abovementioned plan as "easement for personal access" and identified by the letter "E".

Req:R726549 /Doc:SP 0076024 B /Rev:30-Nov-2005 /NSW LRS /Pgs:ALL /Prt:23-Apr-2021 08:31 /Seq:4 of 9
© Office of the Registrar-General /Src:INFOTRACK /Ref:20213627

5.2 The person specified in the Strata Management Statement must carry out the obligations in respect of the easement referred to in Section 4(1) of Schedule 1B of the Strata Schemes (Freehold Development) Act 1973 and the costs of maintenance and repair referred to in Section 7 of Schedule 1B of the Strata Schemes (Freehold Development) Act 1973 must be borne by the persons and in the proportion specified in the Strata Management Statement.

5.3 The right granted by this easement is to be exercised subject to any rights of special privilege that exist over the servient tenement.

5.4 For the purposes of this easement:

(a) "Strata Management Statement" means the strata management statement registered with the Plan.

6. Terms of easement for personal access variable width sixthly referred to in the abovementioned plan:

6.1 An easement for personal access in the terms of that under Section 8AB of the Strata Schemes (Freehold Development) Act 1973 is created in respect of that part of the lot burdened shown in the abovementioned plan as "easement for personal access" and identified by the letter "F".

6.2 The person specified in the Strata Management Statement must carry out the obligations in respect of the easement referred to in Section 4(1) of Schedule 1B of the Strata Schemes (Freehold Development) Act 1973 and the costs of maintenance and repair referred to in Section 7 of Schedule 1B of the Strata Schemes (Freehold Development) Act 1973 must be borne by the persons and in the proportion specified in the Strata Management Statement.

6.3 The right granted by this easement is to be exercised subject to any rights of special privilege that exist over the servient tenement.

6.4 For the purposes of this easement:

(a) "Strata Management Statement" means the strata management statement registered with the Plan.

7. Terms of easement for vehicular access variable width seventhly referred to in the abovementioned plan:

7.1 An easement for vehicular access in the terms of that under Section 8AB of the Strata Schemes (Freehold Development) Act 1973 is created in respect of that part of the lot burdened shown in the abovementioned plan as "easement for vehicular access" and identified by the letter "G".

7.2 The person specified in the Strata Management Statement must carry out the obligations in respect of the easement referred to in Section 4(1) of Schedule 1B of the Strata Schemes (Freehold Development) Act 1973 and the costs of maintenance and repair referred to in Section 7 of Schedule 1B of the Strata Schemes (Freehold Development) Act 1973 must be borne by the persons and in the proportion specified in the Strata Management Statement.

7.3 The right granted by this easement is to be exercised subject to any rights of special privilege that exist over the servient tenement.

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© Office of the Registrar-General /Src:INFOTRACK /Ref:20213627

7.4 The owner of the lot benefited may maintain on the servient tenement garbage receptacles. All such receptacles are to be kept in a condition so as to minimise any offensive odour.

7.5 For the purposes of this easement:

(a) "Strata Management Statement" means the strata management statement registered with the Plan.

8. Terms of easement for personal access variable width eighthly referred to in the abovementioned plan:

8.1 An easement for personal access in the terms of that under Section 8AB of the Strata Schemes (Freehold Development) Act 1973 is created in respect of that part of the lot burdened shown in the abovementioned plan as "easement for personal access" and identified by the letter "H".

8.2 The person specified in the Strata Management Statement must carry out the obligations in respect of the easement referred to in Section 4(1) of Schedule 1B of the Strata Schemes (Freehold Development) Act 1973 and the costs of maintenance and repair referred to in Section 7 of Schedule 1B of the Strata Schemes (Freehold Development) Act 1973 must be borne by the persons and in the proportion specified in the Strata Management Statement.

8.3 The right granted by this easement is to be exercised subject to any rights of special privilege that exist over the servient tenement.

8.4 For the purposes of this easement:

(a) "Strata Management Statement" means the strata management statement registered with the Plan.

9. Terms of easement for vehicular access variable width ninthly referred to in the abovementioned plan:

9.1 An easement for vehicular access in the terms of that under Section 8AB of the Strata Schemes (Freehold Development) Act 1973 is created in respect of that part of the lot burdened shown in the abovementioned plan as "easement for vehicular access" and identified by the letter "I".

9.2 The owners, occupiers and invitees of the owners and occupiers of the lot benefited may park vehicles in designated carparking spaces within the servient tenement.

9.3 The person specified in the Strata Management Statement must carry out the obligations in respect of the easement referred to in Section 4(1) of Schedule 1B of the Strata Schemes (Freehold Development) Act 1973 and the costs of maintenance and repair referred to in Section 7 of Schedule 1B of the Strata Schemes (Freehold Development) Act 1973 must be borne by the persons and in the proportion specified in the Strata Management Statement.

9.4 The right granted by this easement is to be exercised subject to any rights of special privilege that exist over the servient tenement.

SP76024

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© Office of the Registrar-General /Src:INFOTRACK /Ref:20213627

9.5 For the purposes of this easement:

(a) "Strata Management Statement" means the strata management statement registered with the Plan.

10. Terms of easement for vehicular access variable width tenthly referred to in the abovementioned plan:

10.1 An easement for vehicular access in the terms of that under Section 8AB of the Strata Schemes (Freehold Development) Act 1973 is created in respect of that part of the lot burdened shown in the abovementioned plan as "easement for vehicular access" and identified by the letter "J".

10.2 The person specified in the Strata Management Statement must carry out the obligations in respect of the easement referred to in Section 4(1) of Schedule 1B of the Strata Schemes (Freehold Development) Act 1973 and the costs of maintenance and repair referred to in Section 7 of Schedule 1B of the Strata Schemes (Freehold Development) Act 1973 must be borne by the persons and in the proportion specified in the Strata Management Statement.

10.3 The right granted by this easement is to be exercised subject to any rights of special privilege that exist over the servient tenement.

10.4 For the purposes of this easement:

(a) "Strata Management Statement" means the strata management statement registered with the Plan.

11. Terms of easement for vehicular access variable width eleventhly referred to in the abovementioned plan:

11.1 An easement for vehicular access in the terms of that under Section 8AB of the Strata Schemes (Freehold Development) Act 1973 is created in respect of that part of the lot burdened shown in the abovementioned plan as "easement for vehicular access" and identified by the letter "K".

11.2 The person specified in the Strata Management Statement must carry out the obligations in respect of the easement referred to in Section 4(1) of Schedule 1B of the Strata Schemes (Freehold Development) Act 1973 and the costs of maintenance and repair referred to in Section 7 of Schedule 1B of the Strata Schemes (Freehold Development) Act 1973 must be borne by the persons and in the proportion specified in the Strata Management Statement.

11.3 The right granted by this easement is to be exercised subject to any rights of special privilege that exist over the servient tenement.

11.4 For the purposes of this easement:

(a) "Strata Management Statement" means the strata management statement registered with the Plan.

SP76024

Req:R726549 /Doc:SP 0076024 B /Rev:30-Nov-2005 /NSW LRS /Pgs:ALL /Prt:23-Apr-2021 08:31 /Seq:7 of 9
© Office of the Registrar-General /Src:INFOTRACK /Ref:20213627

12. Terms of easement for vehicular access variable width twelfthly referred to in the abovementioned plan:

12.1 An easement for vehicular access in the terms of that under Section 8AB of the Strata Schemes (Freehold Development) Act 1973 is created in respect of that part of the lot burdened shown in the abovementioned plan as "easement for vehicular access" and identified by the letter "M".

12.2 The person specified in the Strata Management Statement must carry out the obligations in respect of the easement referred to in Section 4(1) of Schedule 1B of the Strata Schemes (Freehold Development) Act 1973 and the costs of maintenance and repair referred to in Section 7 of Schedule 1B of the Strata Schemes (Freehold Development) Act 1973 must be borne by the persons and in the proportion specified in the Strata Management Statement.

12.3 The right granted by this easement is to be exercised subject to any rights of special privilege that exist over the servient tenement.

12.4 For the purposes of this easement:

(a) "Strata Management Statement" means the strata management statement registered with the Plan.

13. Terms of easement for personal access variable width thirteenthly referred to in the abovementioned plan:

13.1 An easement for personal access in the terms of that under Section 8AB of the Strata Schemes (Freehold Development) Act 1973 is created in respect of that part of the lot burdened shown in the abovementioned plan as "easement for personal access" and identified by the letter "N".

13.2 The person specified in the Strata Management Statement must carry out the obligations in respect of the easement referred to in Section 4(1) of Schedule 1B of the Strata Schemes (Freehold Development) Act 1973 and the costs of maintenance and repair referred to in Section 7 of Schedule 1B of the Strata Schemes (Freehold Development) Act 1973 must be borne by the persons and in the proportion specified in the Strata Management Statement.

13.3 The right granted by this easement is to be exercised subject to any rights of special privilege that exist over the servient tenement.

13.4 For the purposes of this easement:

(a) "Strata Management Statement" means the strata management statement registered with the Plan.

14. Terms of restriction on use fourteenthly referred to in the abovementioned plan:

Occupation or use of each lot burdened must not commence until a final occupation certificate under Section 109M of the Environmental Planning and Assessment Act 1979 permitting occupation or use of that lot has been issued in accordance with the relevant development consent.

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SP76024

Name of Person whose consent is required to release, vary or modify easement firstly, secondly, thirdly, fourthly, fifthly, sixthly, seventhly, eighthly, ninthly, tenthly, eleventhly, twelfthly and thirteenthly referred to:

South Kingscliff Developments Pty Ltd ACN 098 968 266

Name of Person whose consent is required to release, vary or modify restriction fourtheenthly referred to in the abovementioned plan:

Tweed Shire Council

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

Tweed Shire Council

Signed by SOUTH KINGSCLIFF DEVELOPMENTS PTY LTD ACN 098 968 266 by its duly appointed Attorney JAMIE TREVOR BOLIC under Registered Power of Attorney Book 4430 No 878 who certifies that he has received no notice of revocation of such Power of Attorney:

.....
Witness

MATHEW CRAIG WILLIAMS
Print Name

34-36 GLENFERRIE DR, ROBINA, QLD, 4226
Witness Address

.....
Attorney

JAMIE TREVOR BOLIC
Print Name

Executed by Capital Finance Australia Limited ACN 069 663 136 by its duly appointed attorneys

GREGORY DAVID RAMSAY

and ANDREW FRANCIS OAKES.
under Power of Attorney Number

BOOK 4288 No 968

who certify they have no notice of revocation of the said power of attorney in the presence of:

.....
Attorney

.....
Attorney

.....
Witness

DAVID FRANKLIN GIBSON CDEC 94439
Print Name

LEVEL 19, 127 CREEK ST, BRISBANE 4000.
Address

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© Office of the Registrar-General /Src:INFOTRACK /Ref:20213627

SIGNED in my presence for and on behalf of Perpetual Nominees Limited ACN 000 733 700 as custodian for MFS Investment Management Limited ACN 101 634 146 by its Attorneys

Yvonne Sartzetakis

Carmel Rose

who are personally known to me and each of whom declares that he/she has been appointed by the Board of Directors of that company as an attorney of the company for the purposes of the Power of Attorney dated 12 March 2002 (Registration No. 4342/443) and that he/she has no notice of the revocation of his/her powers.

ASSISTANT MANAGER

Signature of Attorney

Assistant Manager

Signature of Attorney

Signature of Witness

Christopher Ringland

Full name of Witness

~~General Manager~~/Authorised Person
Tweed Shire Council

SP76024

REGISTERED 28.11.2005

PLAN FORM 2 (APPROVED FORM 3) — Plan Drawing only to appear in this space

DP1075495

Registered: NW 15.11.2004

C.A.: SEE CERTIFICATE

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: X5467-42, 44

Last Plan: DP1070791

PLAN OF
SUBDIVISION OF LOT 909 IN DP1070791

Lengths are in metres. Reduction Ratio 1:4000

LGA: TWEED

Locality: KINGSCLIFF

Parish: CUDGEN

County: ROUS

This is sheet 1 of my plan in 4 sheets.
(Delete if inapplicable).

Surveying Regulation, 2001

I, PHILIP GEORGE BROOKER
of MICHEL GROUP SERVICES PTY. LTD. A.C.N. 061 750 132
a surveyor registered under the Surveying Act, 2002, hereby certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying Regulation 2001 and was completed on 27/9/2004

The survey relates to LOTS 168-176

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

Datum Line: A–B
Zone: Urban/Rural

(Signature) P. Brooker
Surveyor registered under the Surveying Act 2002

Plans used in preparation of survey/compilation
DP47021, DP14895, DP727420, DP1062853, DP1064287, DP1066477, DP1066506, DP1066472, DP1070791, DP1070792, DP1070793, DP1070795

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

IT IS INTENDED: –

TO DEDICATE BELLS BOULEVARD AS PUBLIC ROAD SUBJECT TO RIGHT OF ACCESS 20·2 WIDE & VARIABLE WIDTH, EASEMENT TO DRAIN SEWAGE 3 WIDE, 4·467 WIDE & VARIABLE WIDTH, EASEMENT TO DRAIN WATER 6 WIDE, EASEMENT FOR ELECTRICITY PURPOSES 3 WIDE.

TO DEDICATE GUNNAMATTA AVENUE & BARREL STREET AS PUBLIC ROAD.

TO CREATE LOTS 174, 175 & 176 AS PUBLIC RESERVE.

TO CREATE PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919: –
1. EASEMENT TO DRAIN SEWAGE 3 WIDE
2. EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH
3. EASEMENT FOR WATER SUPPLY 3 WIDE
4. EASEMENT FOR WATER SUPPLY VARIABLE WIDTH
5. RIGHT OF CARRIAGEWAY VARIABLE WIDTH
6. EASEMENT TO DRAIN SEWAGE 3·5 WIDE
7. EASEMENT FOR WATER SUPPLY 4 WIDE
8. RIGHT OF CARRIAGEWAY 19 WIDE & VARIABLE WIDTH

SIGNATURES AND SEALS ONLY

SOUTH KINGSCLIFF DEVELOPMENTS PTY LTD ACN 098 968 266

Brian Ray
Sole Director &
Sole Secretary

Executed by City Pacific Limited ACN 079 453 955 as trustee by its duly appointed attorney Stuart Handley Kissick under power of attorney Book 4424 No 979 who declares he has no notification of the revocation of the power of attorney.

Witness — Attorney

340-36 Glenferrie Dr Robina Qld 4226

CAPITAL FINANCE AUSTRALIA LIMITED ACN 069 663 136 BY ITS DULY CONSTITUTED ATTORNEYS UNDER POWER OF ATTORNEY NO ~~7947621G~~

Book 4288 No 968 GREGORY DAVID RAMSAY STATE MANAGER and

ANDREW FRANCIS OAKES ADMINISTRATION MANAGER

WHO CERTIFY THAT THEY HAVE NO NOTICE OF REVOCATION OF THE SAID POWER OF ATTORNEY AND IN THE PRESENCE OF:

PAUL ROBERT RYS

~~JUSTICE OF THE PEACE~~/COM DEC 2117

127 Creek Street Brisbane

Department of Lands Approval

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

Signature: .....
Date: .....
File Number: .....
Office: .....

Subdivision Certificate

I certify that the provisions of s. 109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed

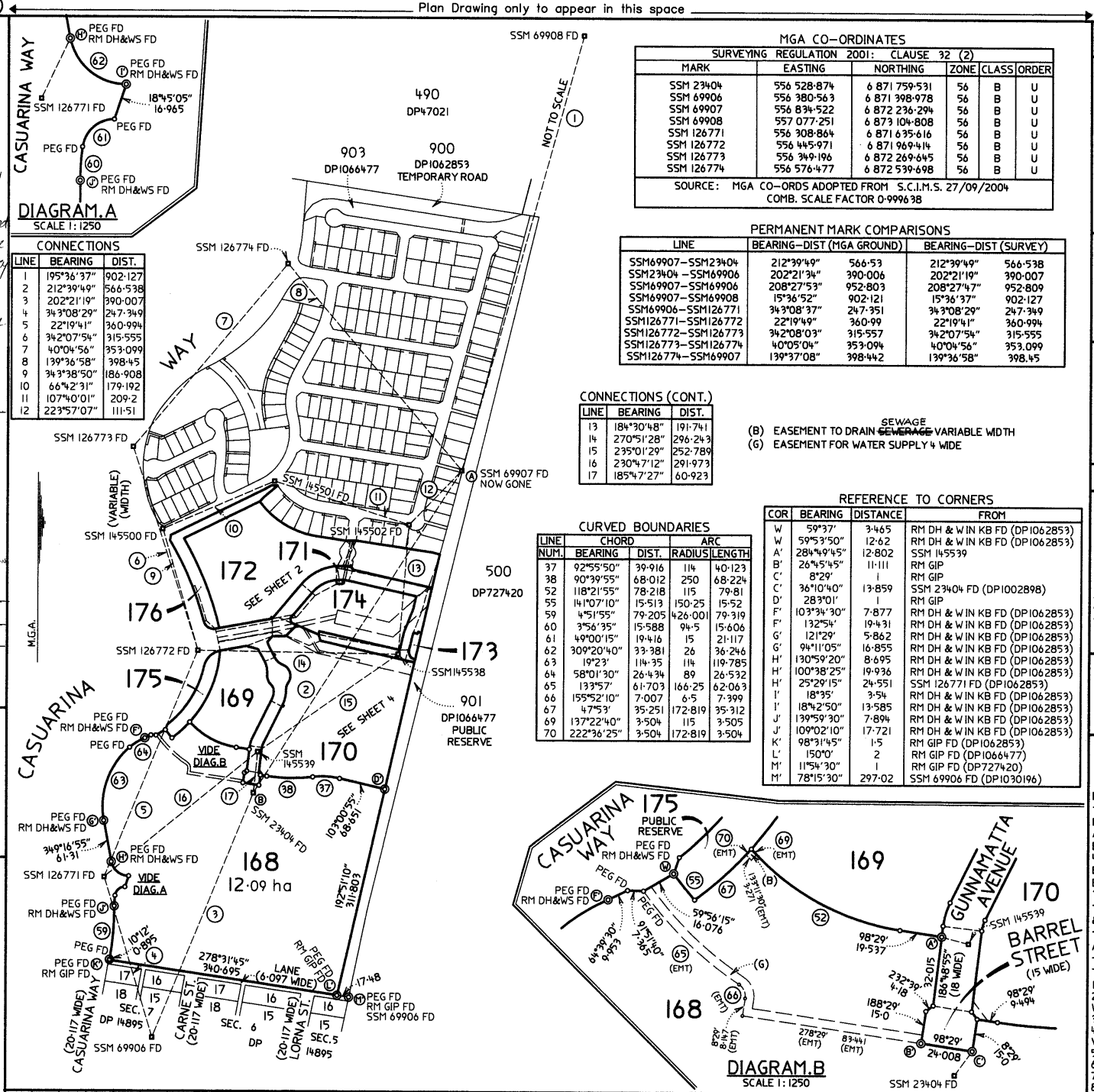
..... set out herein
(Insert 'subdivision' or 'new road')

*Authorised Person/~~General Manager~~/~~Accredited Certifier~~
Consent Authority: ..... Tweed Shire Council
Date of Endorsement: 5 November 2004
Accreditation no: .....
Subdivision Certificate no: SC04/0004
File no: DA02/1922 Pt 54

Note:
When the plan is to be lodged electronically in the Land Titles Office, it should include a signature in an electronic or digital format approved by the Registrar-General.

* Delete whichever is inapplicable.

SURVEYOR'S REFERENCE: 8145-142, CHECKLIST



CONNECTIONS

LINE	BEARING	DIST.
1	195°36'37"	902·127
2	212°39'49"	566·538
3	202°21'19"	390·007
4	343°08'29"	247·349
5	22°19'41"	360·994
6	342°07'54"	315·555
7	40°04'56"	353·099
8	139°36'58"	398·45
9	343°38'50"	186·908
10	66°42'31"	179·192
11	107°40'01"	209·2
12	223°57'07"	111·51

CONNECTIONS (CONT.)

LINE	BEARING	DIST.
13	184°30'48"	191·741
14	270°51'28"	296·243
15	235°01'29"	252·789
16	230°47'12"	291·973
17	185°47'27"	60·923

(B) EASEMENT TO DRAIN ~~SEWERAGE~~ SEWAGE VARIABLE WIDTH
(G) EASEMENT FOR WATER SUPPLY 4 WIDE

MGA CO-ORDINATES

SURVEYING REGULATION 2001: CLAUSE 32 (2)

MARK	EASTING	NORTHING	ZONE	CLASS	ORDER
SSM 23404	556 528·874	6 871 759·531	56	B	U
SSM 69906	556 380·563	6 871 398·978	56	B	U
SSM 69907	556 834·522	6 872 236·294	56	B	U
SSM 69908	557 077·251	6 873 104·808	56	B	U
SSM 126771	556 308·864	6 871 635·616	56	B	U
SSM 126772	556 445·971	6 871 969·414	56	B	U
SSM 126773	556 349·196	6 872 269·645	56	B	U
SSM 126774	556 576·477	6 872 539·698	56	B	U

SOURCE: MGA CO-ORDS ADOPTED FROM S.C.I.M.S. 27/09/2004
COMB. SCALE FACTOR 0·999638

PERMANENT MARK COMPARISONS

LINE	BEARING–DIST (MGA GROUND)		BEARING–DIST (SURVEY)	
SSM69907–SSM23404	212°39'49"	566·53	212°39'49"	566·538
SSM23404 –SSM69906	202°21'34"	390·006	202°21'19"	390·007
SSM69907–SSM69906	208°27'53"	952·803	208°27'47"	952·809
SSM69907–SSM69908	15°36'52"	902·121	15°36'37"	902·127
SSM69906–SSM126771	343°08'37"	247·351	343°08'29"	247·349
SSM126771–SSM126772	22°19'49"	360·99	22°19'41"	360·994
SSM126772–SSM126773	342°08'03"	315·557	342°07'54"	315·555
SSM126773–SSM126774	40°05'04"	353·094	40°04'56"	353·099
SSM126774–SSM69907	139°37'08"	398·442	139°36'58"	398.45

CURVED BOUNDARIES

LINE NUM.	CHORD BEARING	CHORD DIST.	ARC RADIUS	ARC LENGTH
37	92°55'50"	39·916	114	40·123
38	90°39'55"	68·012	250	68·224
52	118°21'55"	78·218	115	79·81
55	141°07'10"	15·513	150·25	15·52
59	4°51'55"	79·205	426·001	79·319
60	3°56'35"	15·588	94·5	15·606
61	49°00'15"	19·416	15	21·117
62	309°20'40"	33·381	26	36·246
63	19°23'	114·35	114	119·785
64	58°01'30"	26·434	89	26·532
65	133°57'	61·703	166·25	62·063
66	155°52'10"	7·007	6·5	7·399
67	47°53'	35·251	172·819	35·312
69	137°22'40"	3·504	115	3·505
70	222°36'25"	3·504	172·819	3·504

REFERENCE TO CORNERS

COR	BEARING	DISTANCE	FROM
W	59°37'	3·465	RM DH & W IN KB FD (DP1062853)
W	59°53'50"	12·62	RM DH & W IN KB FD (DP1062853)
A'	284°49'45"	12·802	SSM 145539
B'	26°45'45"	11·111	RM GIP
C'	8°29'	1	RM GIP
C'	36°10'40"	13·859	SSM 23404 FD (DP1002898)
D'	283°01'	1	RM GIP
F'	103°34'30"	7·877	RM DH & W IN KB FD (DP1062853)
F'	132°54'	19·431	RM DH & W IN KB FD (DP1062853)
G'	121°29'	5·862	RM DH & W IN KB FD (DP1062853)
G'	94°11'05"	16·855	RM DH & W IN KB FD (DP1062853)
H'	130°59'20"	8·695	RM DH & W IN KB FD (DP1062853)
H'	100°38'25"	19·936	RM DH & W IN KB FD (DP1062853)
H'	25°29'15"	24·551	SSM 126771 FD (DP1062853)
I'	18°35'	3·54	RM DH & W IN KB FD (DP1062853)
I'	18°42'50"	13·585	RM DH & W IN KB FD (DP1062853)
J'	139°59'30"	7·894	RM DH & W IN KB FD (DP1062853)
J'	109°02'10"	17·721	RM DH & W IN KB FD (DP1062853)
K'	98°31'45"	1·5	RM GIP FD (DP1062853)
L'	150°0'	2	RM GIP FD (DP1066477)
M'	11°54'30"	1	RM GIP FD (DP727420)
M'	78°15'30"	297·02	SSM 69906 FD (DP1030196)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Req:R778964 /Doc:DP 1075495 P /Rev:15-Nov-2004 /NSW LRS /Pgs:ALL /Prt:03-May-2021 15:32 /Seq:1 of 4
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PLAN FORM 3 (APPROVED FORM 5) To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

(A) EASEMENT TO DRAIN SEWAGE 3 WIDE
(B) EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH
(C) EASEMENT FOR WATER SUPPLY 3 WIDE
(D) EASEMENT FOR WATER SUPPLY VARIABLE WIDTH
(E) RIGHT OF CARRIAGEWAY VARIABLE WIDTH
(I) RIGHT OF ACCESS 20·2 WIDE & VARIABLE WIDTH (DP1066477)
(J) EASEMENT FOR ELECTRICITY PURPOSES 3 WIDE (DP1066477)
(K) EASEMENT TO DRAIN SEWAGE 3 WIDE (DP1066477)
(L) EASEMENT TO DRAIN WATER 6 WIDE (DP1066477)
(M) EASEMENT TO DRAIN WATER 20 WIDE & VARIABLE WIDTH (DP1066477)
(N) EASEMENT TO DRAIN SEWAGE 4 WIDE (DP1066477)
(O) EASEMENT TO DRAIN SEWAGE 4·467 WIDE (DP1066477)
(P) EASEMENT TO DRAIN SEWAGE 6 WIDE (DP1066477)
(Q) EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH (DP1066477)

CURVED BOUNDARIES

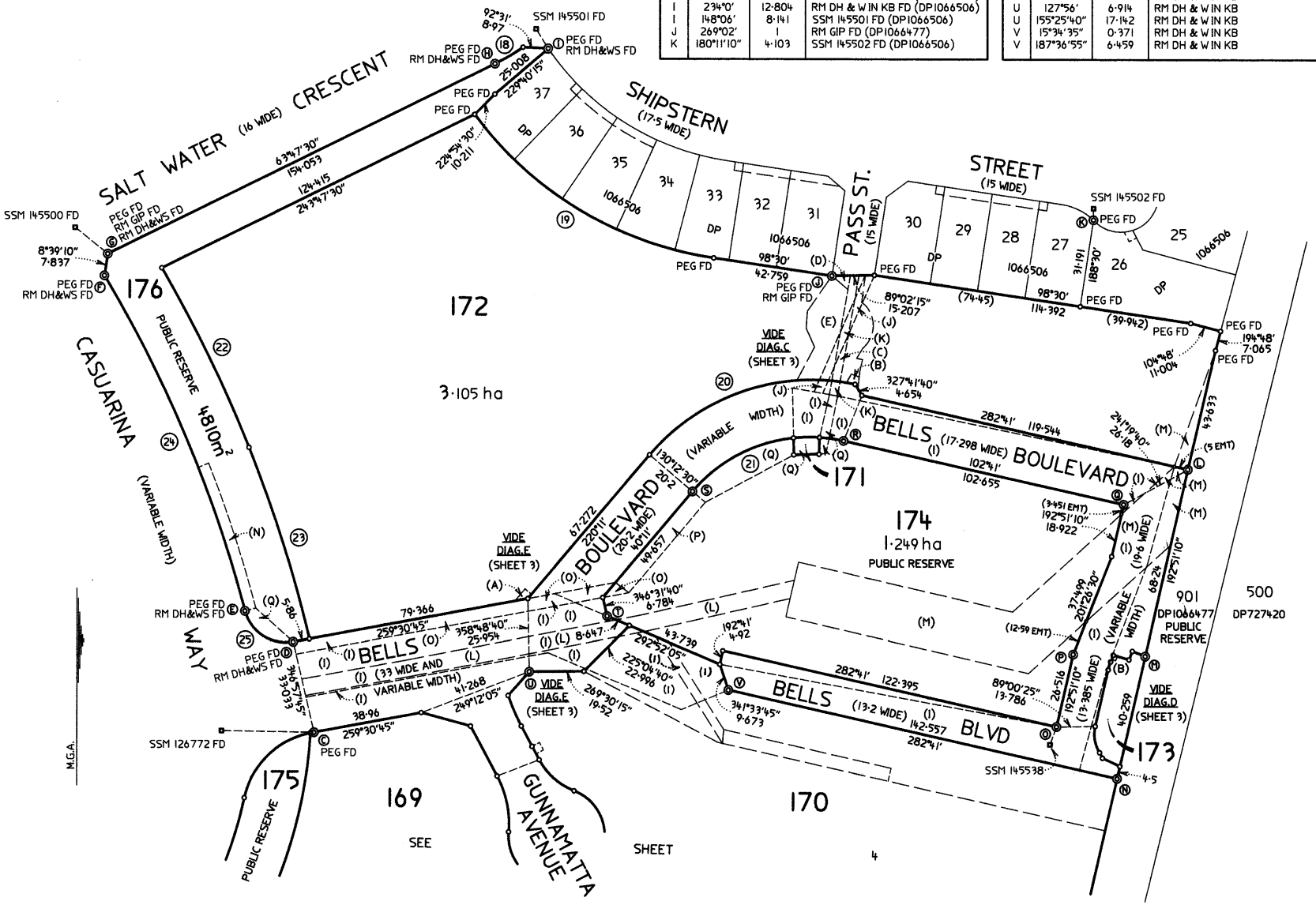
LINE NUM.	CHORD BEARING	CHORD DIST.	ARC RADIUS	ARC LENGTH
18	60°14'25"	11·576	93·5	11·584
19	120°49'15"	99·625	129·362	102·267
20	250°59'20"	77·665	76·496	81·46
21	62°01'40"	40·855	54·899	41·862
22	153°56'15"	71·261	494·074	71·323
23	162°23'40"	71·546	482·909	71·612
24	337°07'20"	129·797	462	130·227
25	302°21'15"	20·399	15	22·432

REFERENCE TO CORNERS

COR	BEARING	DISTANCE	FROM
C	90°55'15"	33·012	SSM 126772 FD (DP1062853)
D	346°57'30"	7·345	RM DH & W IN KB FD (DP1062853)
D	346°57'30"	25·05	RM DH & W IN KB FD (DP1062853)
E	75°12'30"	5·695	RM DH & W IN KB FD (DP1062853)
E	75°12'30"	20·37	RM DH & W IN KB FD (DP1062853)
F	59°03'	5·35	RM DH & W IN KB FD (DP1062853)
F	59°03'	19·655	RM DH & W IN KB FD (DP1062853)
G	142°09'	1	RM GIP FD (DP1066477)
G	142°05'55"	4·001	RM DH & W IN KB FD (DP1062853)
G	142°07'30"	13·346	RM DH & W IN KB FD (DP1062853)
G	128°59'55"	15·008	SSM 145500 FD (DP1066506)
H	106°34'20"	5·858	RM DH & W IN KB FD (DP1066506)
H	136°12'	13·753	RM DH & W IN KB FD (DP1066506)
I	233°51'	5·499	RM DH & W IN KB FD (DP1066506)
I	234°0'	12·804	RM DH & W IN KB FD (DP1066506)
I	148°06'	8·141	SSM 145501 FD (DP1066506)
J	269°02'	1	RM GIP FD (DP1066477)
K	180°11'10"	4·103	SSM 145502 FD (DP1066506)

REFERENCE TO CORNERS

COR	BEARING	DISTANCE	FROM
L	282°41'	1	RM GIP
M	282°51'	1	RM GIP
N	282°41'	1	RM GIP
O	20°00'15"	6·753	SSM 145538
O	202°36'30"	8·626	RM DH & W IN KB
O	253°11'35"	15·337	RM DH & W IN KB
P	215°58'	5·864	RM DH & W IN KB
P	267°59'35"	14·599	RM DH & W IN KB
Q	294°28'20"	6·687	RM DH & W IN KB
Q	287°22'30"	18·739	RM DH & W IN KB
R	192°41'	1	RM GIP
S	130°12'30"	1	RM GIP
T	85°27'45"	5·799	RM DH & W IN KB
T	92°08'25"	14·289	RM DH & W IN KB
U	127°56'	6·914	RM DH & W IN KB
U	155°25'40"	17·142	RM DH & W IN KB
V	15°34'35"	0·371	RM DH & W IN KB
V	187°36'55"	6·459	RM DH & W IN KB



DP1075495

Registered: 15.11.2004

This is sheet 2 of my plan in 4 sheets dated 27/9/2004

Surveyor registered under Surveying Act, 2002.

This is sheet 2 of the plan of 4 sheets covered by subdivision certificate No. of SC04/0094

Authorised Person/~~General Manager/Accredited Certifier~~

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

Reduction Ratio 1: 1000

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE: 8145-142 ,CHECKLIST

[Req:R778964 /Doc:DP 1075495 P /Rev:15-Nov-2004 /NSW LRS /Pgs:ALL /Prt:03-May-2021 15:32 /Seq:2 of 4
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PLAN FORM 3 (APPROVED FORM 5) To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DP1075495

Registered: 15.11.2004*

This is sheet 3 of my plan in 4 sheets dated 27/9/2004

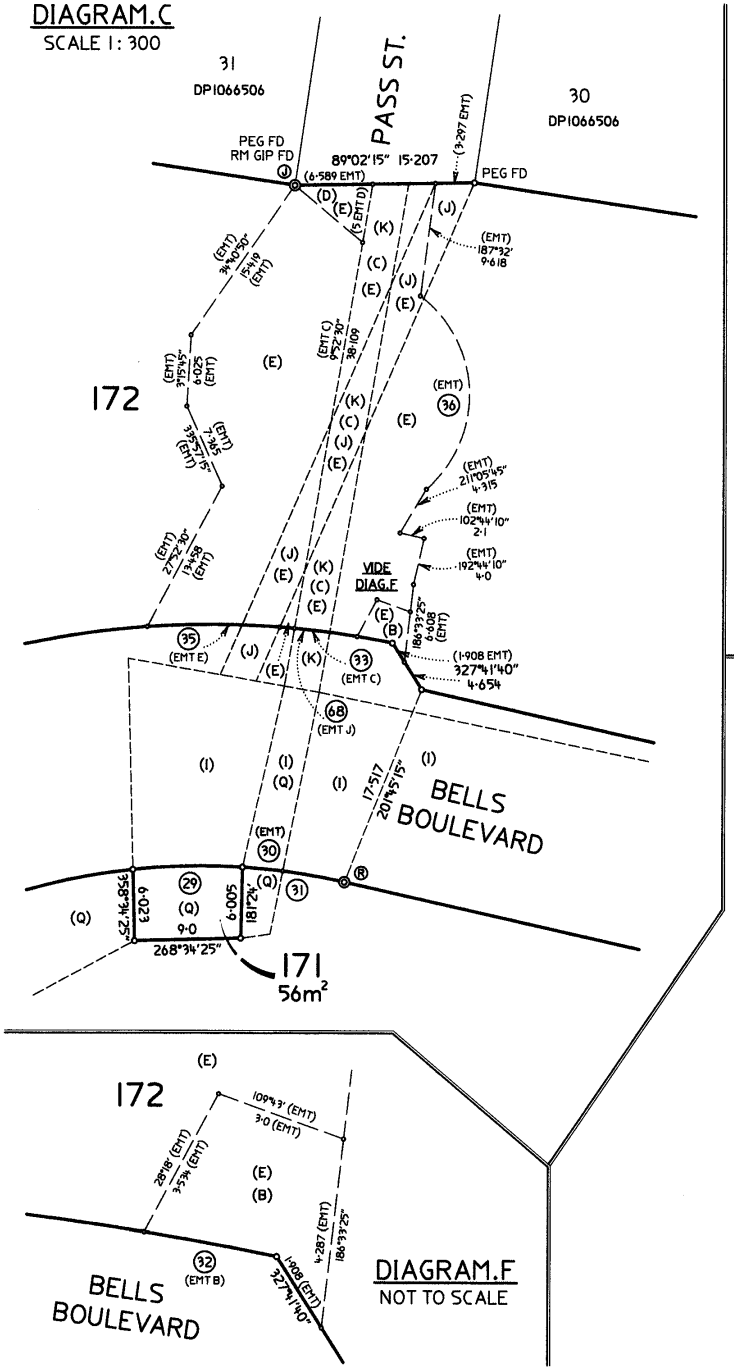
Surveyor registered under Surveying Act, 2002.

This is sheet 3 of the plan of 4 sheets covered by subdivision certificate No. of SC04/0094

Authorised Person/~~General Manager~~/~~Accredited Certifier~~

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

DIAGRAM.C
SCALE 1:300



REFERENCE TO CORNERS

COR	BEARING	DISTANCE	FROM
J	269°02'	1	RM GIP FD (DP1066477)
M	282°51'	1	RM GIP
N	282°51'	1	RM GIP
R	192°41'	1	RM GIP
T	85°27'45"	5·799	RM DH & W IN KB
T	92°08'25"	14·289	RM DH & W IN KB
U	127°56'	6·914	RM DH & W IN KB
U	155°25'40"	17·142	RM DH & W IN KB

(A) EASEMENT TO DRAIN SEWAGE 3 WIDE
(B) EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH
(C) EASEMENT FOR WATER SUPPLY 3 WIDE
(D) EASEMENT FOR WATER SUPPLY VARIABLE WIDTH
(E) RIGHT OF CARRIAGEWAY VARIABLE WIDTH
(I) RIGHT OF ACCESS 20·2 WIDE & VARIABLE WIDTH (DP1066477)
(J) EASEMENT FOR ELECTRICITY PURPOSES 3 WIDE (DP1066477)
(K) EASEMENT TO DRAIN SEWAGE 3 WIDE (DP1066477)
(L) EASEMENT TO DRAIN WATER 6 WIDE (DP1066477)
(O) EASEMENT TO DRAIN SEWAGE 4·467 WIDE (DP1066477)
(P) EASEMENT TO DRAIN SEWAGE 6 WIDE (DP1066477)
(Q) EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH (DP1066477)

CURVED BOUNDARIES

LINE NUM.	CHORD BEARING	CHORD DIST.	ARC RADIUS	ARC LENGTH
26	332°38'45"	2·228	12·685	2·231
27	350°13'50"	9·473	12·254	9·727
28	17°09'	2·968	19·815	2·971
29	88°43'45"	9·296	54·9	9·307
30	95°22'	3·415	54·9	3·415
31	98°08'05"	8·709	54·9	8·718
32	280°21'25"	3·04	76·496	3·041
33	278°21'10"	8·39	76·496	8·395
35	273°40'50"	20·805	76·496	20·87
36	178°05'25"	16·316	10·5	18·686
68	277°53'15"	9·628	76·496	9·634

DIAGRAM.D
SCALE 1:400

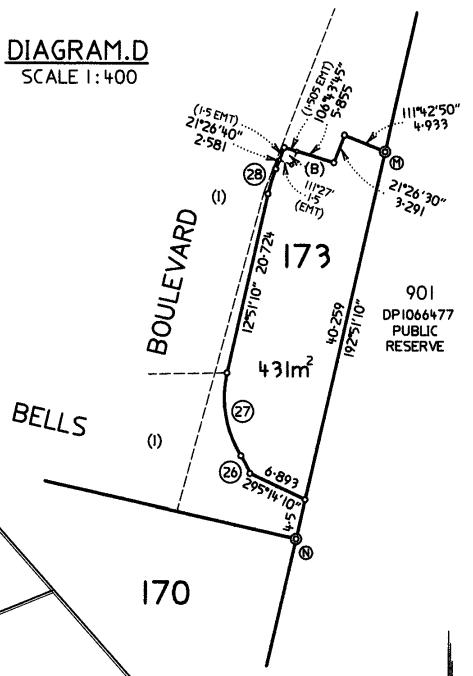


DIAGRAM.E
SCALE 1:400

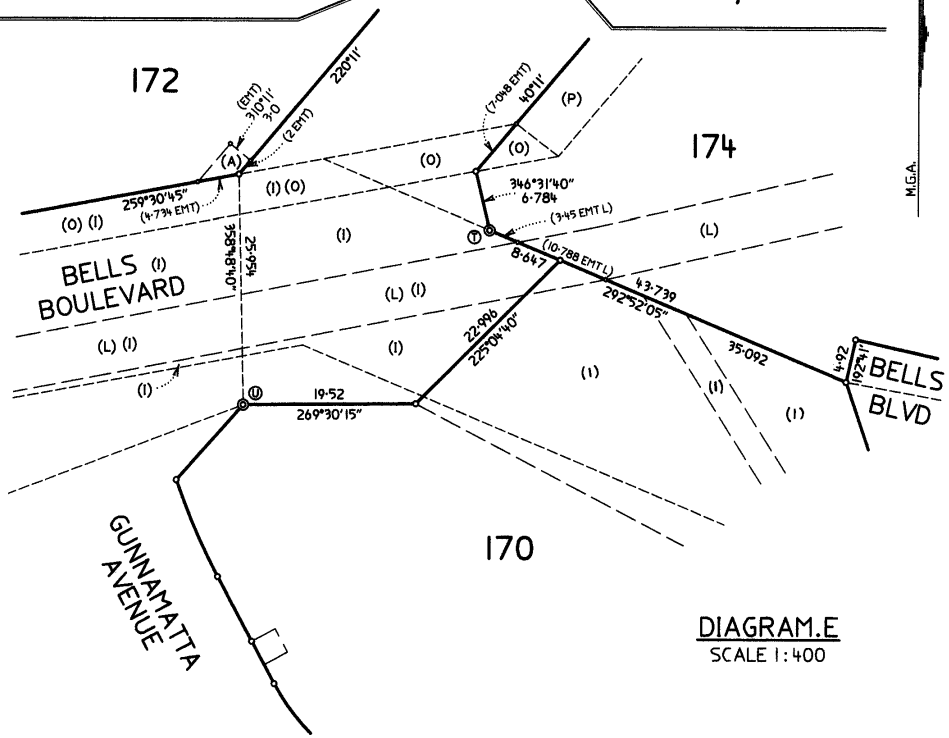


DIAGRAM.F
NOT TO SCALE

Reduction Ratio 1: VIDE DIAGRAMS

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE: 8145-142 ,CHECKLIST

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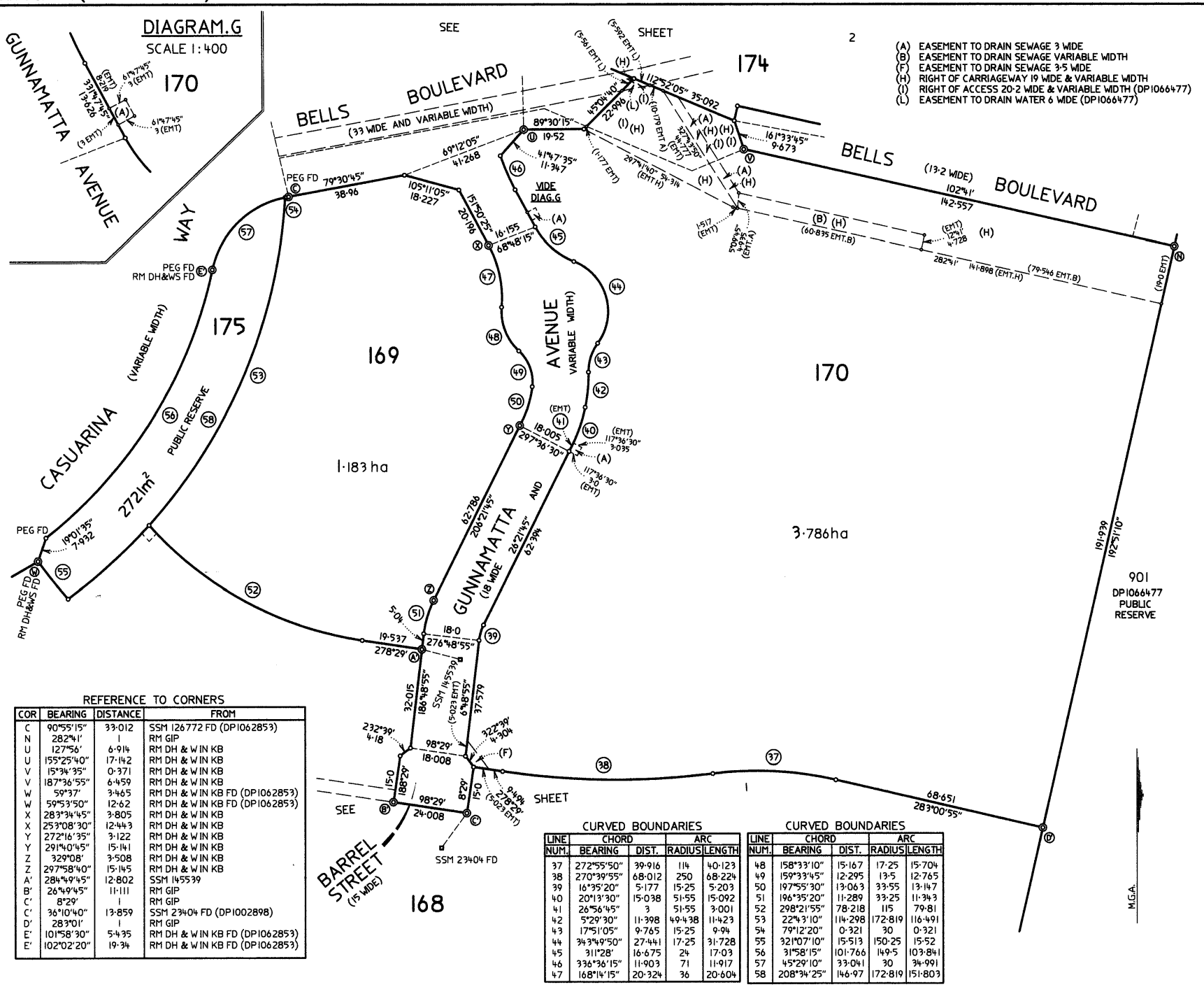
PLAN FORM 3 (APPROVED FORM 5) To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



REFERENCE TO CORNERS

COR	BEARING	DISTANCE	FROM
C	90°55'15"	33·012	SSM 126772 FD (DP1062853)
N	282°41'	1	RM GIP
U	127°56'	6·914	RM DH & W IN KB
U	155°25'40"	17·142	RM DH & W IN KB
V	15°34'35"	0·371	RM DH & W IN KB
V	187°36'55"	6·459	RM DH & W IN KB
W	59°37'	3·465	RM DH & W IN KB FD (DP1062853)
W	59°53'50"	12·62	RM DH & W IN KB FD (DP1062853)
X	283°34'45"	3·805	RM DH & W IN KB
X	253°08'30"	12·443	RM DH & W IN KB
Y	272°16'35"	3·122	RM DH & W IN KB
Y	291°40'45"	15·141	RM DH & W IN KB
Z	329°08'	3·508	RM DH & W IN KB
Z	297°58'40"	15·145	RM DH & W IN KB
A'	284°49'45"	12·802	SSM 145539
B'	26°49'45"	11·111	RM GIP
C'	8°29'	1	RM GIP
C'	36°10'40"	13·859	SSM 23404 FD (DP1002898)
D'	283°01'	1	RM GIP
E'	101°58'30"	5·435	RM DH & W IN KB FD (DP1062853)
E'	102°02'20"	19·34	RM DH & W IN KB FD (DP1062853)

CURVED BOUNDARIES

LINE NUM.	CHORD BEARING	CHORD DIST.	ARC RADIUS	ARC LENGTH
37	272°55'50"	39·916	114	40·123
38	270°39'55"	68·012	250	68·224
39	16°35'20"	5·177	15·25	5·203
40	20°13'30"	15·038	51·55	15·092
41	26°56'45"	3	51·55	3·001
42	5°29'30"	11·398	49·438	11·423
43	17°51'05"	9·765	15·25	9·94
44	343°49'50"	27·441	17·25	31·728
45	311°28'	16·675	24	17·03
46	336°36'15"	11·903	71	11·917
47	168°14'15"	20·324	36	20·604

CURVED BOUNDARIES

LINE NUM.	CHORD BEARING	CHORD DIST.	ARC RADIUS	ARC LENGTH
48	158°33'10"	15·167	17·25	15·704
49	159°33'45"	12·295	13·5	12·765
50	197°55'30"	13·063	33·55	13·147
51	196°35'20"	11·289	33·25	11·343
52	298°21'55"	78·218	115	79·81
53	22°43'10"	114·298	172·819	116·491
54	79°12'20"	0·321	30	0·321
55	321°07'10"	15·513	150·25	15·52
56	31°58'15"	101·766	149·5	103·841
57	45°29'10"	33·041	30	34·991
58	208°34'25"	146·97	172·819	151·803

DP1075495

Registered: 15.11.2004

This is sheet 4 of my plan in 4 sheets dated 27/9/2004

Surveyor registered under Surveying Act, 2002.

This is sheet 4 of the plan of 4 sheets covered by subdivision certificate No. of SC041009.

Authorised Person/~~General Manager/Accredited Certifier~~

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

Reduction Ratio 1:800

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE: 8145-142 ,CHECKLIST

Req:R778964 /Doc:DP 1075495 P /Rev:15-Nov-2004 /NSW LRS /Pgs:ALL /Prt:03-May-2021 15:32 /Seq:4 of 4
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PLAN FORM 2 (APPROVED FORM 3) ← Plan Drawing only to appear in this space →

DP1066477

Registered: 18/3/2004

CA: ----------

Title System: TORRENS

Purpose: SUBDIVISION

Ref Map: X 5467 -42 & 44

Last Plan: DP1064287

PLAN OF
SUBDIVISION OF LOT 899 IN DP1064287

Lengths are in metres. Reduction Ratio 1:4000

LGA TWEED

Locality: KINGSCLIFF

Parish: CUDGEN

County: ROUS

This is sheet 1 of my plan in 4 sheets.
(Delete if inapplicable).

Surveying Regulation, 2001

I, PHILIP GEORGE BROOKER
of MICHEL GROUP SERVICES PTY. LTD. A.C.N. 061 750 132
a surveyor registered under the Surveying Act, 2002, hereby certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying Regulation 2001 and was completed on 2/2/2004

The survey relates to LOTS 901–905 & 906

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

Datum Line: A–B
Zone: Urban/~~Rural~~

(Signature) ..... Surveyor registered under the Surveying Act 2002

Plans used in preparation of survey/compilation
DP47021, DP14895, DP727420, DP1002898, DP1030196, DP1057595, DP1062853, DP1064287

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

IT IS INTENDED: –

TO CREATE LOT 901 AS PUBLIC RESERVE

TO CREATE PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919: –

1. EASEMENT TO DRAIN SEWAGE 3 WIDE
2. EASEMENT TO DRAIN WATER 17 WIDE
3. EASEMENT TO DRAIN WATER 6 WIDE
4. EASEMENT TO DRAIN WATER 20 WIDE & VARIABLE WIDTH
5. EASEMENT TO DRAIN SEWAGE 4 WIDE
6. EASEMENT TO DRAIN SEWAGE 4-467 WIDE
7. EASEMENT TO DRAIN SEWAGE 6 WIDE
8. EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH
9. RIGHT OF ACCESS 20·2 WIDE & VARIABLE WIDTH
10. EASEMENT FOR ELECTRICITY PURPOSES 3 WIDE

SIGNATURES AND SEALS ONLY

COMMON SEAL — SOUTH KINGSCLIFF DEVELOPMENTS PTY LTD ACN 098 968 266

BRIAN RAY
SOLE DIRECTOR & SOLE SECRETARY

Signed by City Pacific Limited ACN 079 453 955 under section 127 of the Corporations Act 2001 in the presence of:

Director ..... Director/Secretary

~~EXECUTED BY~~ CAPITAL FINANCE AUSTRALIA LIMITED ACN 069 663 136 BY ITS DULY APPOINTED ATTORNEYS
GREGORY DAVID RAMSAY ..... Signature
~~STATE MANAGER~~
KATHRYN ANN BUDD ..... Signature
~~SETTLEMENT OFFICE SUPERVISOR~~
~~Full Name~~
PURSUANT TO POWER OF ATTORNEY OF WHICH THEY HAVE NO NOTICE OF REVOCATION
IN THE PRESENCE OF:
~~Witness~~
P/A No: Book 4128 No 908

Department of Lands Approval

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

Signature: .....
Date: .....
File Number: .....
Office: .....

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed ..... set out herein
*(Insert 'subdivision' or 'new road')

~~*Authorised Person/General Manager/Accredited Certifier~~
Consent Authority: Tweed Shire Council
Date of Endorsement: 25 June 2004
Accreditation no: .....
Subdivision Certificate no.: SC04/0045
File no: DA02/1422

Note:
When the plan is to lodged electronically in the Land Titles Office, it should include a signature in an electronic or digital format approved by the Registrar-General.

* Delete whichever is inapplicable.

SURVEYOR'S REFERENCE: 8145–76, CHECKLIST

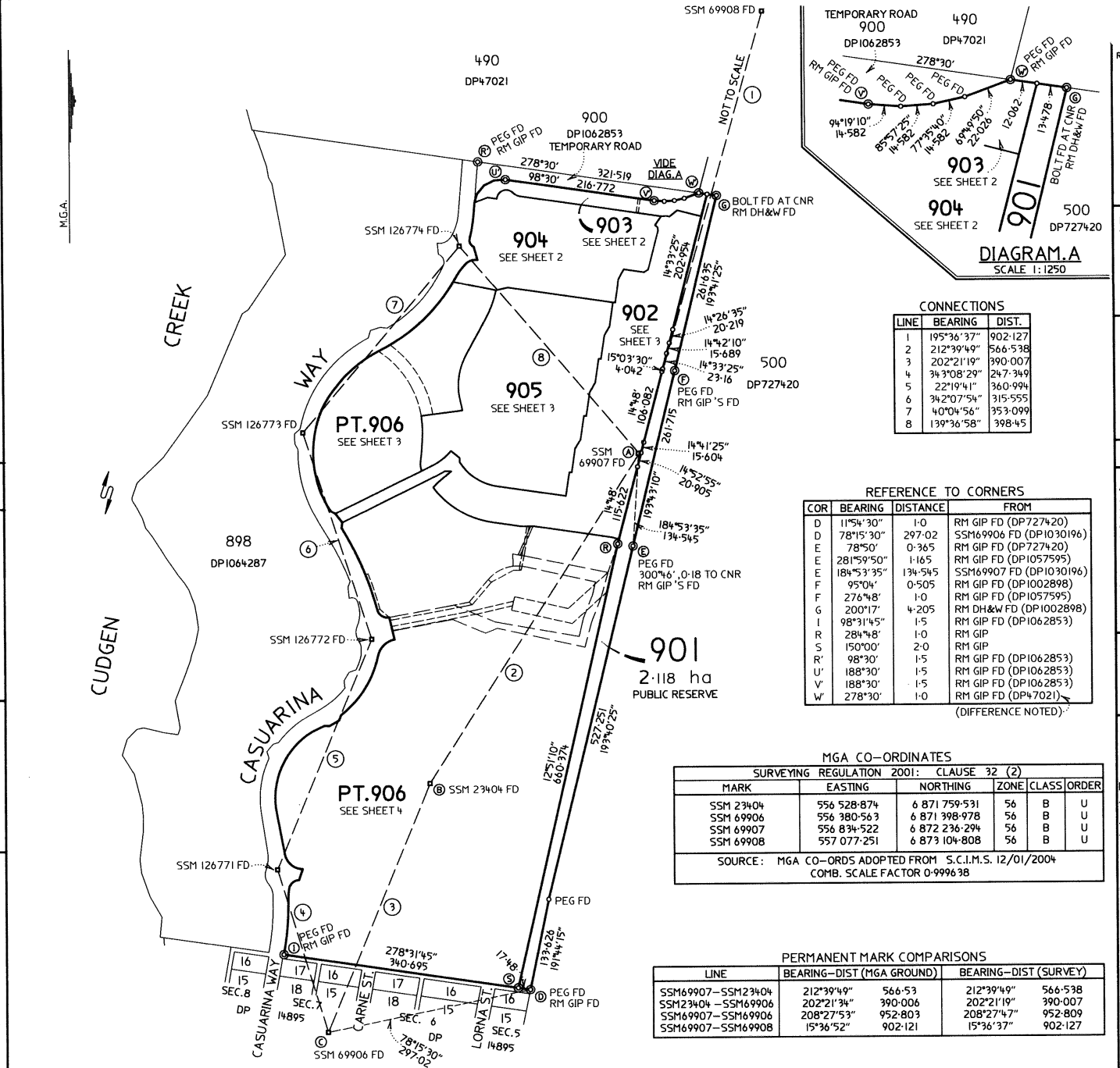

DIAGRAM.A
SCALE 1:1250

CONNECTIONS

LINE	BEARING	DIST.
1	195°36'37"	902·127
2	212°39'49"	566·538
3	202°21'19"	390·007
4	343°08'29"	247·349
5	22°19'41"	360·994
6	342°07'54"	315·555
7	40°04'56"	353·099
8	139°36'58"	398·45

REFERENCE TO CORNERS

COR	BEARING	DISTANCE	FROM
D	11°54'30"	1·0	RM GIP FD (DP727420)
D	78°15'30"	297·02	SSM69906 FD (DP1030196)
E	78°50'	0·365	RM GIP FD (DP727420)
E	281°59'50"	1·165	RM GIP FD (DP1057595)
E	184°53'35"	134·545	SSM69907 FD (DP1030196)
F	95°04'	0·505	RM GIP FD (DP1002898)
F	276°48'	1·0	RM GIP FD (DP1057595)
G	200°17'	4·205	RM DH&W FD (DP1002898)
I	98°31'45"	1·5	RM GIP FD (DP1062853)
R	284°48'	1·0	RM GIP
S	150°00'	2·0	RM GIP
R'	98°30'	1·5	RM GIP FD (DP1062853)
U'	188°30'	1·5	RM GIP FD (DP1062853)
V'	188°30'	1·5	RM GIP FD (DP1062853)
W'	278°30'	1·0	RM GIP FD (DP47021) (DIFFERENCE NOTED)

MGA CO-ORDINATES

SURVEYING REGULATION 2001: CLAUSE 32 (2)					
MARK	EASTING	NORTHING	ZONE	CLASS	ORDER
SSM 23404	556 528·874	6 871 759·531	56	B	U
SSM 69906	556 380·563	6 871 398·978	56	B	U
SSM 69907	556 834·522	6 872 236·294	56	B	U
SSM 69908	557 077·251	6 873 104·808	56	B	U

SOURCE: MGA CO-ORDS ADOPTED FROM S.C.I.M.S. 12/01/2004
COMB. SCALE FACTOR 0·999638

PERMANENT MARK COMPARISONS

LINE	BEARING–DIST (MGA GROUND)		BEARING–DIST (SURVEY)	
SSM69907–SSM23404	212°39'49"	566·53	212°39'49"	566·538
SSM23404 –SSM69906	202°21'34"	390·006	202°21'19"	390·007
SSM69907–SSM69906	208°27'53"	952·803	208°27'47"	952·809
SSM69907–SSM69908	15°36'52"	902·121	15°36'37"	902·127

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 Table of mm 210 220 230 240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Req:R778960 /Doc:DP 1066477 P /Rev:09-Jul-2004 /NSW LRS /Pgs:ALL /Prt:03-May-2021 15:31 /Seq:1 of 4
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PLAN FORM 3 (APPROVED FORM 5) To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DP1066477

Registered: 8.7.2004

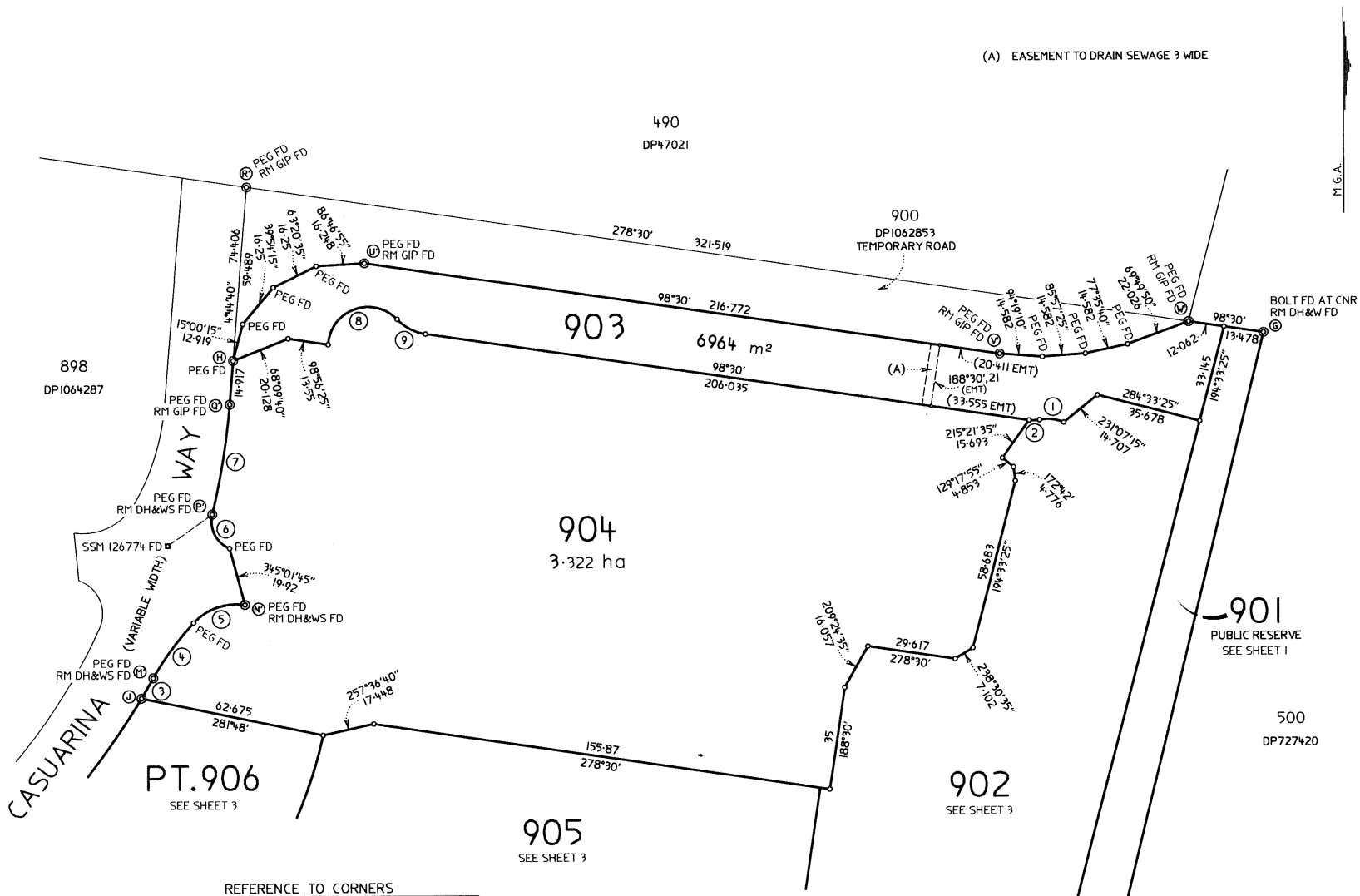
This is sheet 2 of my plan in 4 sheets dated 2/2/2004

Surveyor registered under Surveying Act, 2002.

This is sheet 2 of the plan of 4 sheets covered by subdivision certificate No. of SC040045

Authorised Person/General Manager/Accredited Certifier

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



REFERENCE TO CORNERS

COR	BEARING	DISTANCE	FROM
G	200°17'	4·205	RM DH&W FD (DP1002898)
H	68°10'	1·0	RM GIP
J	101°48'	1·0	RM GIP
M'	119°08'20"	5·415	RM DH&W IN KB FD (DP1062853)
M'	119°08'20"	18·18	RM DH&W IN KB FD (DP1062853)
N'	165°01'	3·49	RM DH&W IN KB FD (DP1062853)
N'	165°01'	15·42	RM DH&W IN KB FD (DP1062853)
P'	103°44'20"	5·255	RM DH&W IN KB FD (DP1062853)
P'	103°45'40"	19·865	RM DH&W IN KB FD (DP1062853)
P'	54°58'15"	18·538	SSM 126774 FD (DP1062853)
Q'	94°44'45"	1·5	RM GIP FD (DP1062853)
R'	98°30'	1·5	RM GIP FD (DP1062853)
U'	188°30'	1·5	RM GIP FD (DP1062853)
V'	188°30'	1·5	RM GIP FD (DP1062853)
W'	278°30'	1·0	RM GIP FD (DP47021)

(DIFFERENCE NOTED)

CURVED BOUNDARIES

LINE NUM.	CHORD BEARING	CHORD DIST.	ARC RADIUS	ARC LENGTH
1	276°03'35"	8·217	13·265	8·355
2	268°15'30"	3·556	10	3·575
3	30°00'55"	7·996	261	7·996
4	36°12'05"	23·243	94·5	23·302
5	70°53'	18·542	20	19·28
6	333°23'05"	12·956	10	14·094
7	9°15'10"	37·887	241	37·926
8	69°57'25"	24·849	13·5	31·562
9	117°43'	10·862	16·5	11·068

Reduction Ratio 1: 1000

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE: 8145-76 ,CHECKLIST

Req:R778960 /Doc:DP 1066477 P /Rev:09-Jul-2004 /NSW LRS /Pgs:ALL /Prt:03-May-2021 15:31 /Seq:2 of 4
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PLAN FORM 3 (APPROVED FORM 5) To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DP1066477

Registered: 8-7-2004

This is sheet 3 of my plan in 4 sheets dated 2/2/2004

Surveyor registered under Surveying Act, 2002.

This is sheet 3 of the plan of 4 sheets covered by subdivision certificate No. of SC04/0045

Authorised Person/~~General Manager~~/~~Accredited Certifier~~

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

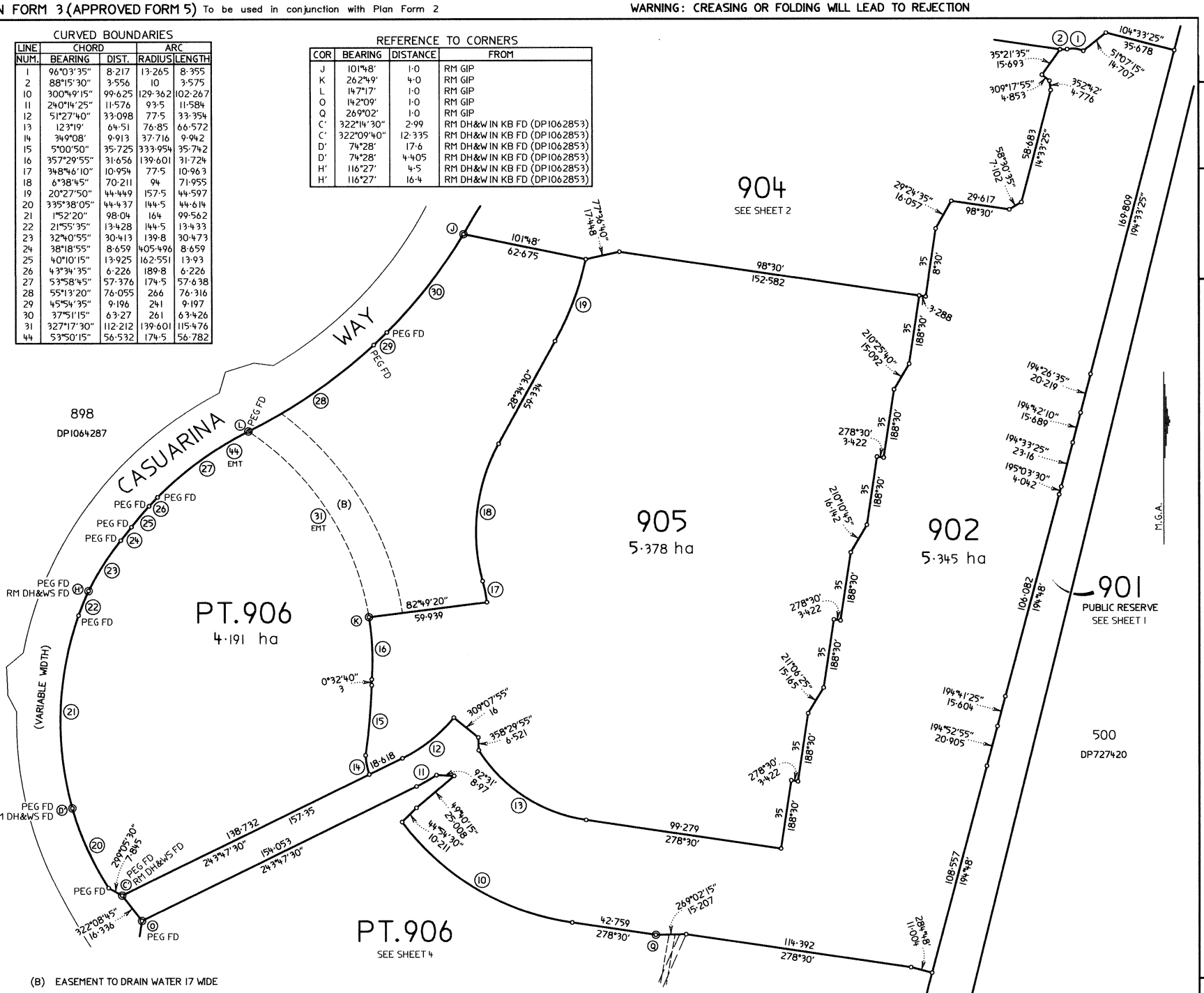
Reduction Ratio 1: 1250

CURVED BOUNDARIES

LINE NUM.	CHORD BEARING	CHORD DIST.	ARC RADIUS	ARC LENGTH
1	96°03'35"	8·217	13·265	8·355
2	88°15'30"	3·556	10	3·575
10	300°49'15"	99·625	129·362	102·267
11	240°14'25"	11·576	93·5	11·584
12	51°27'40"	33·098	77·5	33·354
13	123°19'	64·51	76·85	66·572
14	349°08'	9·913	37·716	9·942
15	5°00'50"	35·725	333·954	35·742
16	357°29'55"	31·656	139·601	31·724
17	348°46'10"	10·954	77·5	10·963
18	6°38'45"	70·211	94	71·955
19	20°27'50"	44·449	157·5	44·597
20	335°38'05"	44·437	144·5	44·614
21	1°52'20"	98·04	164	99·562
22	21°55'35"	13·428	144·5	13·433
23	32°40'55"	30·413	139·8	30·473
24	38°18'55"	8·659	405·496	8·659
25	40°10'15"	13·925	162·551	13·93
26	43°34'35"	6·226	189·8	6·226
27	53°58'45"	57·376	174·5	57·638
28	55°13'20"	76·055	266	76·316
29	45°54'35"	9·196	241	9·197
30	37°51'15"	63·27	261	63·426
31	327°17'30"	112·212	139·601	115·476
44	53°50'15"	56·532	174·5	56·782

REFERENCE TO CORNERS

COR	BEARING	DISTANCE	FROM
J	101°48'	1·0	RM GIP
K	262°49'	4·0	RM GIP
L	147°17'	1·0	RM GIP
O	142°09'	1·0	RM GIP
Q	269°02'	1·0	RM GIP
C'	322°14'30"	2·99	RM DH&W IN KB FD (DP1062853)
C'	322°09'40"	12·335	RM DH&W IN KB FD (DP1062853)
D'	74°28'	17·6	RM DH&W IN KB FD (DP1062853)
D'	74°28'	4·405	RM DH&W IN KB FD (DP1062853)
H'	116°27'	4·5	RM DH&W IN KB FD (DP1062853)
H'	116°27'	16·4	RM DH&W IN KB FD (DP1062853)



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Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE: 8145-76 ,CHECKLIST

PLAN FORM 3 (APPROVED FORM 5) To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ILY

DP1066477

Registered: 8.7.2004

This is sheet 4 of my plan in 4 sheets dated 2/2/2004

Surveyor registered under Surveying Act, 2002.

This is sheet 4 of the plan of 4 sheets covered by subdivision certificate No. of SC04-1004-5

Authorised Person /~~General Manager~~ / ~~Accredited Certifier~~

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

Reduction Ratio 1: 2000

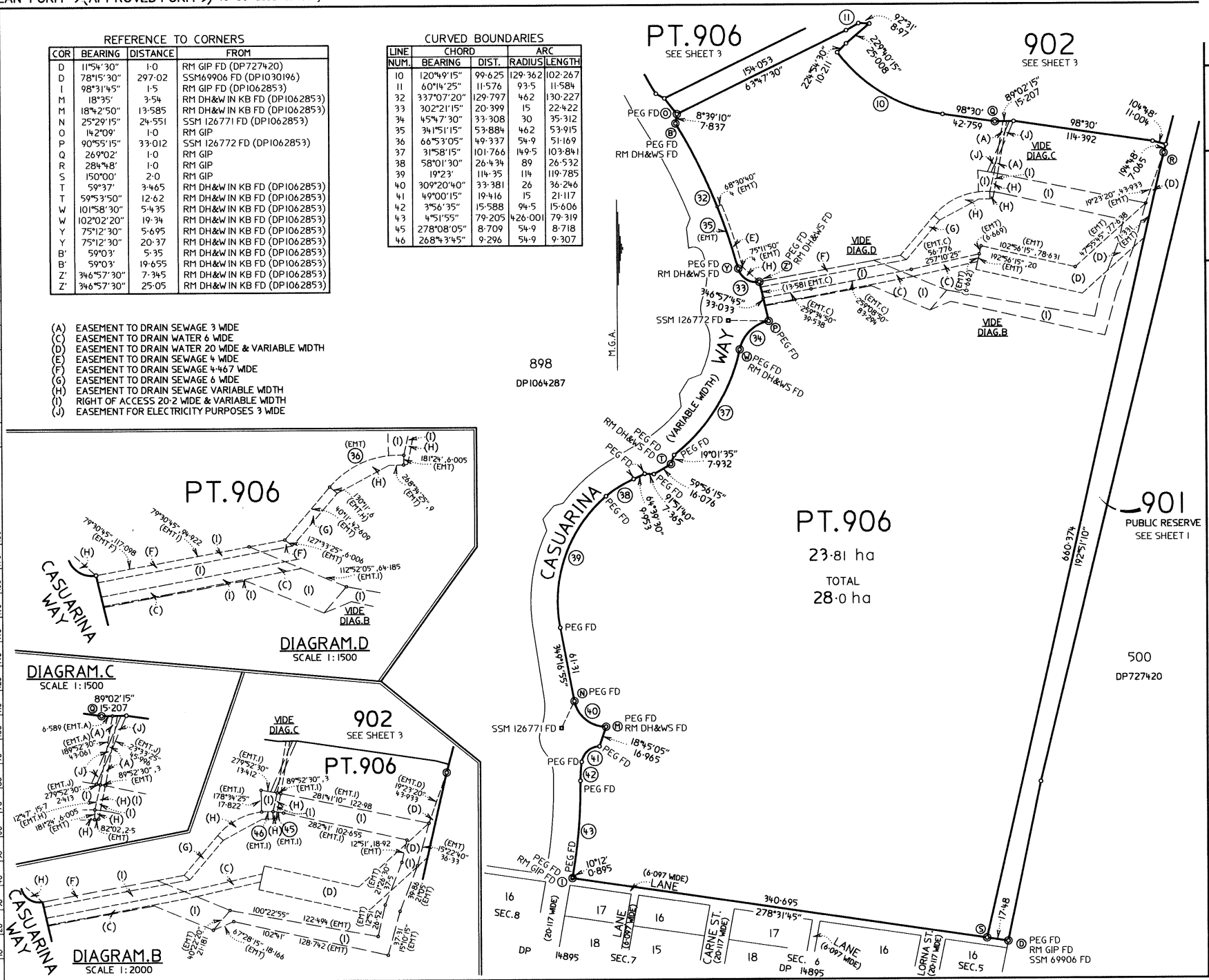
REFERENCE TO CORNERS

COR	BEARING	DISTANCE	FROM
D	11°54'30"	1·0	RM GIP FD (DP727420)
D	78°15'30"	297·02	SSM69906 FD (DP1030196)
I	98°31'45"	1·5	RM GIP FD (DP1062853)
M	18°35'	3·54	RM DH&W IN KB FD (DP1062853)
M	18°42'50"	13·585	RM DH&W IN KB FD (DP1062853)
N	25°29'15"	24·551	SSM 126771 FD (DP1062853)
O	142°09'	1·0	RM GIP
P	90°55'15"	33·012	SSM 126772 FD (DP1062853)
Q	269°02'	1·0	RM GIP
R	284°48'	1·0	RM GIP
S	150°00'	2·0	RM GIP
T	59°37'	3·465	RM DH&W IN KB FD (DP1062853)
T	59°53'50"	12·62	RM DH&W IN KB FD (DP1062853)
W	101°58'30"	5·435	RM DH&W IN KB FD (DP1062853)
W	102°02'20"	19·34	RM DH&W IN KB FD (DP1062853)
Y	75°12'30"	5·695	RM DH&W IN KB FD (DP1062853)
Y	75°12'30"	20·37	RM DH&W IN KB FD (DP1062853)
B'	59°03'	5·35	RM DH&W IN KB FD (DP1062853)
B'	59°03'	19·655	RM DH&W IN KB FD (DP1062853)
Z'	346°57'30"	7·345	RM DH&W IN KB FD (DP1062853)
Z'	346°57'30"	25·05	RM DH&W IN KB FD (DP1062853)

CURVED BOUNDARIES

LINE NUM.	CHORD BEARING	CHORD DIST.	ARC RADIUS	ARC LENGTH
10	120°49'15"	99·625	129·362	102·267
11	60°14'25"	11·576	93·5	11·584
32	337°07'20"	129·797	462	130·227
33	302°21'15"	20·399	15	22·422
34	45°47'30"	33·308	30	35·312
35	341°51'15"	53·884	462	53·915
36	66°53'05"	49·337	54·9	51·169
37	31°58'15"	101·766	149·5	103·841
38	58°01'30"	26·434	89	26·532
39	19°23'	114·35	114	119·785
40	309°20'40"	33·381	26	36·246
41	49°00'15"	19·416	15	21·117
42	3°56'35"	15·588	94·5	15·606
43	4°51'55"	79·205	426·0011	79·319
45	278°08'05"	8·709	54·9	8·718
46	268°43'45"	9·296	54·9	9·307

(A) EASEMENT TO DRAIN SEWAGE 3 WIDE
(C) EASEMENT TO DRAIN WATER 6 WIDE
(D) EASEMENT TO DRAIN WATER 20 WIDE & VARIABLE WIDTH
(E) EASEMENT TO DRAIN SEWAGE 4 WIDE
(F) EASEMENT TO DRAIN SEWAGE 4·467 WIDE
(G) EASEMENT TO DRAIN SEWAGE 6 WIDE
(H) EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH
(I) RIGHT OF ACCESS 20·2 WIDE & VARIABLE WIDTH
(J) EASEMENT FOR ELECTRICITY PURPOSES 3 WIDE



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SURVEYOR'S REFERENCE: 8145-76 ,CHECKLIST

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PLAN FORM 2 (APPROVED FORM3) — Plan Drawing only to appear in this space — *OFFICE USE ONLY

SIGNATURES AND SEALS ONLY

Executed by South Kingscliff Developments Pty Ltd ACN 098 968 266 by its duly appointed attorney Jamie Trevor Bolic under registered power of attorney Book 4430 No. 878 who certifies that he has received no notice of revocation of such power of attorney.

Witness — Attorney

34-36 Glenferrie Dr Robina Qld 4226

Executed by Capital Finance Australia Limited ACN 069 663 136 by its duly appointed attorneys under power of attorney no. Book 4288 No. 968

Gregory David Ramsay
Attorney – State Manager

Attorney – Andrew Francis Ogkos Administration Manager who certify they have received no notice of the revocation of the power of attorney

– DAVID FRANKLIN GIBSON COLCHESTER

Witness
127 Creek Street Brisbane.

ASSISTANT MANAGER

Signed in my presence for and on behalf of Perpetual Nominees Limited (A.C.N. 000 733 700) by its Attorneys ..Yvonne Sartzetakis
Carmel Rose
who are personally known to me and each of whom declares that he/she has been appointed by the Board of Directors of that company as an attorney of the company for the purposes of the Power of Attorney dated ..... (Registration No .....) and that he/she has no notice of the revocation of his/her powers

Signature of Witness — Signature of Attorney

Christopher Ringland
Full name of Witness — Signature of Attorney

Department of Lands Approval

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

Signature: .....
Date: .....
File Number: .....
Office: .....

Subdivision Certificate

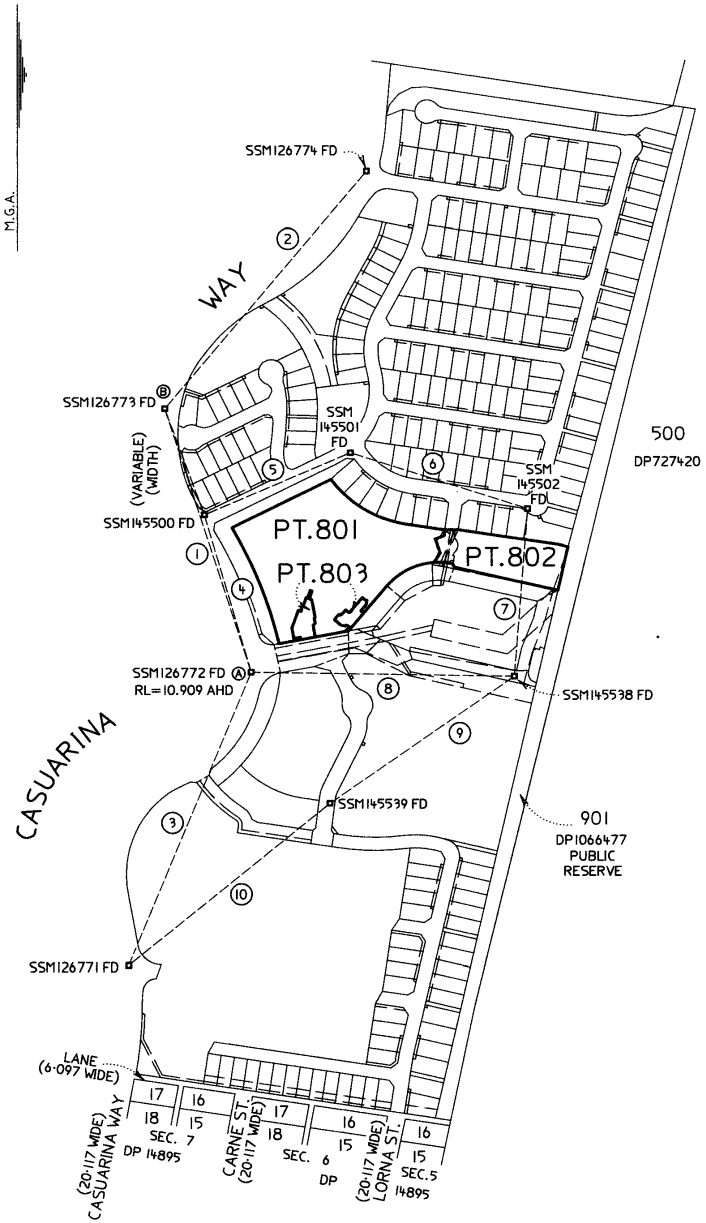
I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed

..... set out herein
(Insert 'subdivision' or 'new road')

*Authorised Person/~~General Manager~~/~~Accredited Certifier~~
Consent Authority: Tweed Shire Council
Date of Endorsement: 17 November 2005
Accreditation no.:
Subdivision Certificate no.: SC05/0062
File no.: DA03/1774

Note:
When the plan is to be lodged electronically in the Land Titles Office, it should include a signature in an electronic or digital format approved by the Registrar-General.

** Delete whichever is inapplicable.*



CONNECTIONS

LINE	BEARING	DIST.
1	342°08'01"	315.555
2	40°05'03"	353.099
3	22°19'48"	360.994
4	343°38'57"	186.908
5	66°42'38"	179.192
6	107°40'08"	209.2
7	184°30'55"	191.741
8	270°51'35"	296.243
9	235°01'36"	252.789
10	230°47'19"	291.973

MGA CO-ORDINATES

SURVEYING REGULATION 2001: CLAUSE 32 (2)

MARK	EASTING	NORTHING	ZONE	CLASS	ORDER
SSM 126771	556 308.879	6 871 635.621	56	A	1
SSM 126772	556 445.994	6 871 969.414	56	C	3
SSM 126773	556 349.219	6 872 269.639	56	C	3
SSM 126774	556 576.499	6 872 539.696	56	C	3
SSM 145500	556 393.398	6 872 148.695	56	A	1
SSM 145501	556 557.932	6 872 219.514	56	C	3
SSM 145502	556 757.197	6 872 156.035	56	C	3
SSM 145538	556 742.099	6 871 964.965	56	C	3
SSM 145539	556 535.030	6 871 820.127	56	C	3

SOURCE: MGA CO-ORDS ADOPTED FROM S.C.I.M.S. 5/10/2005
COMB. SCALE FACTOR 0.999638

PERMANENT MARK COMPARISONS

LINE	BEARING–DIST (MGA GROUND)		BEARING–DIST (SURVEY)	
SSM126771–SSM126772	22°19'55"	360.988	22°19'48"	360.994
SSM126772–SSM126773	342°08'01"	315.551	342°08'01"	315.555
SSM126773–SSM126774	40°05'02"	353.097	40°05'03"	353.099
SSM145538–SSM126772	270°51'39"	296.246	270°51'35"	296.243
SSM126774–SSM145500	343°38'59"	186.905	343°38'57"	186.908
SSM145500–SSM145501	66°42'43"	179.193	66°42'38"	179.192
SSM145501–SSM145502	107°40'12"	209.208	107°40'08"	209.2
SSM145502–SSM145538	184°31'05"	191.735	184°30'55"	191.741
SSM145538–SSM145539	235°01'42"	252.788	235°01'36"	252.789
SSM145539–SSM126771	230°47'26"	291.973	230°47'19"	291.973

DP1090130 (E)

Registered: 28.11.2005

CA: SEE CERTIFICATE
Title System: TORRENS
Purpose: SUBDIVISION
Ref. Map: X5467 - 44#
Last Plan: DP1075495

PLAN OF
STRATUM SUBDIVISION OF LOT 172 IN DP1075495

Lengths are in metres. Reduction Ratio 1:4000

LGA TWEED
Locality: KINGSCLIFF
Parish: CUDGEN
County: ROUS

This is sheet 1 of my plan in 4 sheets. (Delete if inapplicable).

Surveying Regulation, 2001

I, GEOFFREY JAMES THOMSON
of MICHEL GROUP SERVICES PTY. LTD. A.C.N. 061 750 132
a surveyor registered under the Surveying Act, 2002, hereby certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying Regulation 2001 and was completed on 6/10/2005
The survey relates to LOTS 801, 802 & 803
(here specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.)
Datum Line: A–B
Zone: Urban/~~Rural~~
(Signature). *Surveyor registered under the Surveying Act 2002*

Plans used in preparation of survey/compilation

DP1062853, DP1066477, DP1066506, DP1075495

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

IT IS INTENDED :–

TO CREATE PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919:–
1. EASEMENT FOR SERVICES
2. EASEMENT FOR MULTI PURPOSE ELECTRICAL INSTALLATION 2.774 WIDE
3. RIGHT OF CARRIAGEWAY 7 WIDE
4. RIGHT OF CARRIAGEWAY 0.8 WIDE & 1.5 WIDE

SURVEYOR'S REFERENCE: 8145–214, CHECKLIST

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 Table of mm 210 220 230 240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390

MPR- PERMANENT

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Req:R778958 /Doc:DP 1090130 P /Rev:01-Mar-2007 /NSW LRS /Pgs:ALL /Prt:03-May-2021 15:31 /Seq:1 of 4
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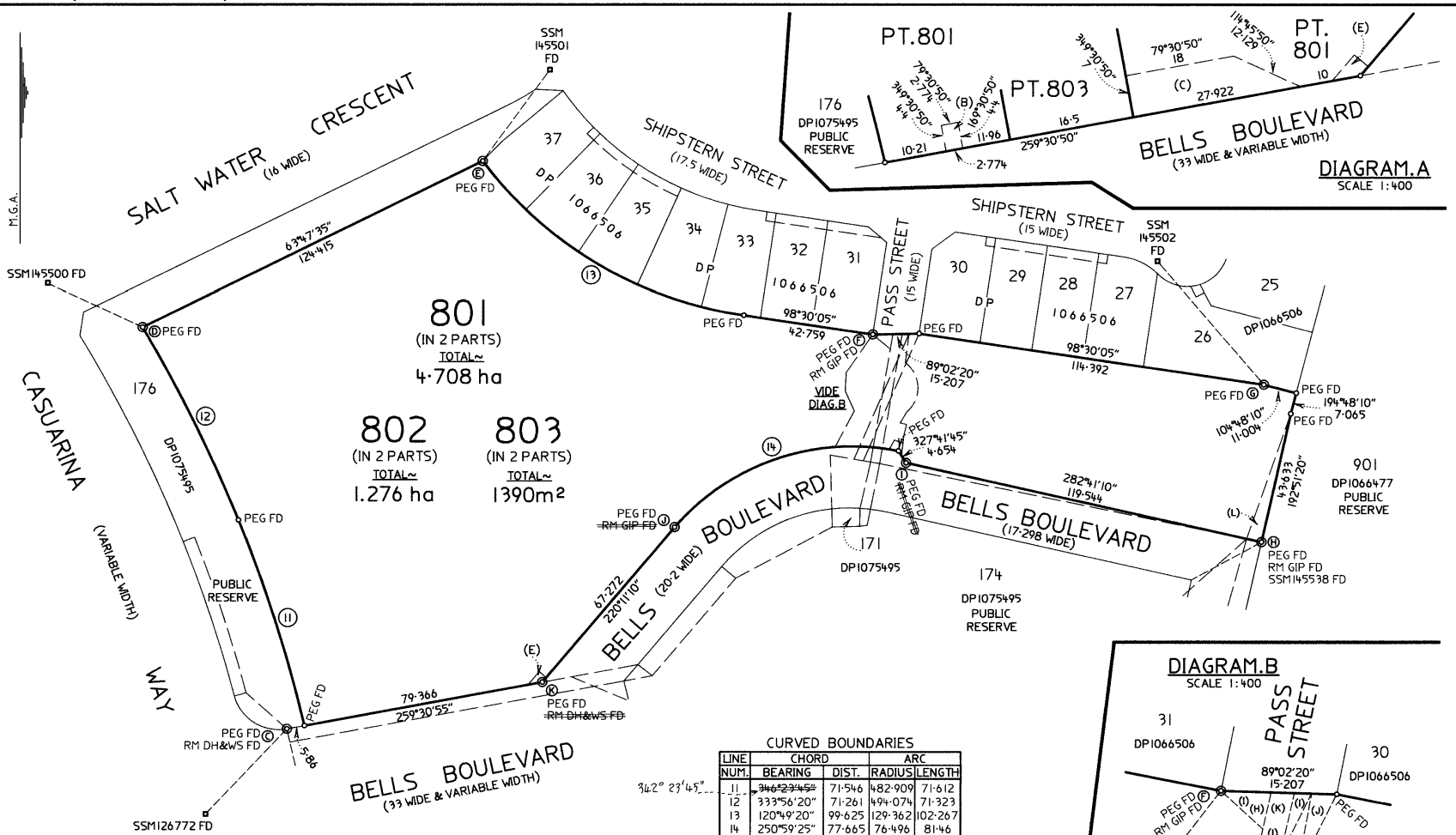
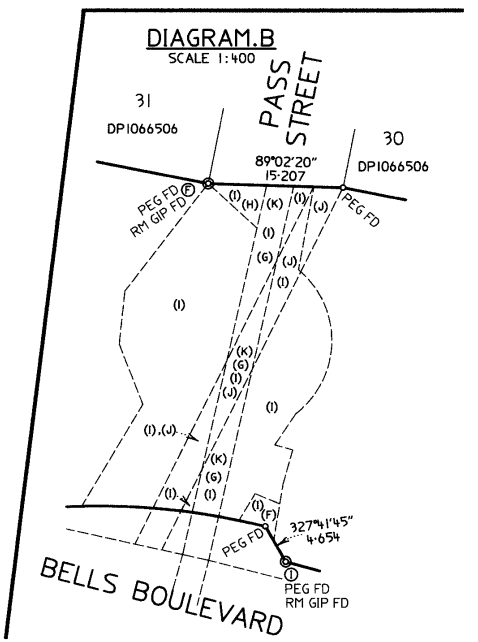
PLAN FORM 3 (APPROVED FORM 5) To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION





CURVED BOUNDARIES

LINE NUM.	CHORD BEARING	CHORD DIST.	ARC RADIUS	ARC LENGTH
~~11~~	~~346°23'45"~~	71.546	482.909	71.612
12	333°56'20"	71.261	494.074	71.323
13	120°49'20"	99.625	129.362	102.267
14	250°59'25"	77.665	76.496	81.46

REFERENCE TO CORNERS

COR	BEARING	DISTANCE	FROM
C	346°57'35"	7.345	RM DH&W IN KB FD (DP1062853)
C	346°57'35"	25.05	RM DH&W IN KB FD (DP1062853)
C	38°55'10"	40.68	SSM 126772 FD (DP1062853)
D	114°57'10"	34.183	SSM 145500 FD (DP1066506)
E	215°55'25"	37.451	SSM 145501 FD (DP1066506)
F	269°02'05"	1	RM GIP FD (DP1066477)
G	139°30'45"	53.719	SSM 145502 FD (DP1066506)
H	282°41'05"	1	RM GIP FD (DP1075495)
H	26°35'10"	109.709	SSM 145538 FD (DP1075495)
~~I~~	~~22°18'05"~~	~~16.53~~	~~RM GIP FD (DP1075495)~~
~~J~~	~~310°12'35"~~	~~19.2~~	~~RM GIP FD (DP1075495)~~
~~K~~	~~291°50'10"~~	~~15.184~~	~~RM DH&W IN KB FD (DP1075495)~~
~~K~~	~~286°22'40"~~	~~23.548~~	~~RM DH&W IN KB FD (DP1075495)~~
I	12°41'	1.02	RM GIP
J	310°11'	1.14	RM GIP
K	310°11'	0.98	RM GIP

~~(A) EASEMENT FOR SERVICES~~
(B) EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION 2.774 WIDE
(C) RIGHT OF CARRIAGEWAY 7 WIDE
(D) RIGHT OF CARRIAGEWAY 0.8 WIDE & 1.5 WIDE
(E) EASEMENT TO DRAIN SEWAGE 3 WIDE (DP1075495)
(F) EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH (DP1075495)
(G) EASEMENT FOR WATER SUPPLY 3 WIDE (DP1075495)
(H) EASEMENT FOR WATER SUPPLY VARIABLE WIDTH (DP1075495)
(I) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (DP1075495)
(J) EASEMENT FOR ELECTRICITY PURPOSES 3 WIDE (DP1066477)
(K) EASEMENT TO DRAIN SEWAGE 3 WIDE (DP1066477)
(L) EASEMENT TO DRAIN WATER 20 WIDE & VARIABLE WIDTH (DP1066477)

LOTS 801, 802 & 803 ARE LIMITED IN STRATUM IN THE MANNER DEPICTED IN THIS PLAN.

NOTE: EASEMENT ~~(A)~~ FOR SERVICES AFFECTS THE WHOLE OF LOTS 801, 802 & 803

DP1090130 (E)

Registered 28.11.2005

This is sheet 2 of my plan in 4 sheets dated 6/10/2005

Surveyor registered under Surveying Act, 2002.

This is sheet 2 of the plan of 4 sheets covered by subdivision certificate No. of SC05/0062

Authorised Person/~~General Manager/Accredited Certifier~~

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

Reduction Ratio 1: 1000

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE: 8145-214 ,CHECKLIST

Req:R778958 /Doc:DP 1090130 P /Rev:01-Mar-2007 /NSW LRS /Pgs:ALL /Prt:03-May-2021 15:31 /Seq:2 of 4
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PLAN FORM 3 (APPROVED FORM 5) To be used in conjunction with Plan Form 2

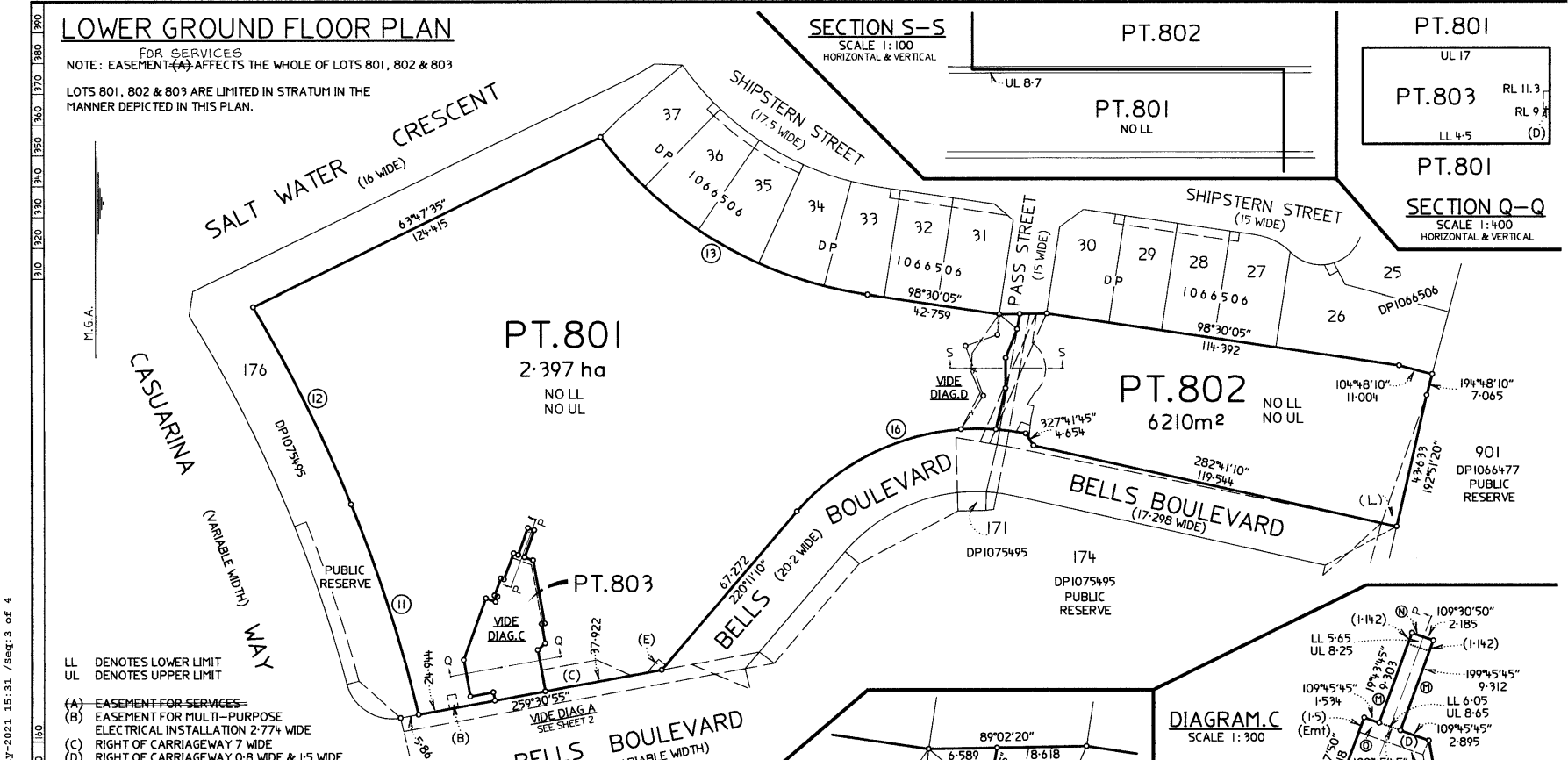
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

LY

LOWER GROUND FLOOR PLAN

FOR SERVICES
NOTE: EASEMENT ~~(A)~~ AFFECTS THE WHOLE OF LOTS 801, 802 & 803

LOTS 801, 802 & 803 ARE LIMITED IN STRATUM IN THE MANNER DEPICTED IN THIS PLAN.



SECTION S–S
SCALE 1:100
HORIZONTAL & VERTICAL

SECTION Q–Q
SCALE 1:400
HORIZONTAL & VERTICAL

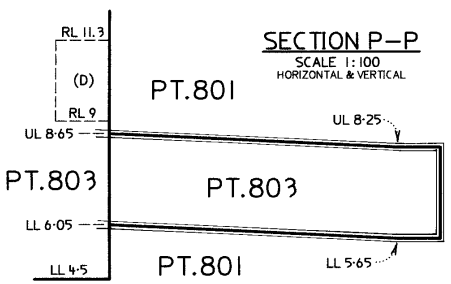
LL DENOTES LOWER LIMIT
UL DENOTES UPPER LIMIT

~~(A) EASEMENT FOR SERVICES~~
(B) EASEMENT FOR MULTI–PURPOSE ELECTRICAL INSTALLATION 2·774 WIDE
(C) RIGHT OF CARRIAGEWAY 7 WIDE
(D) RIGHT OF CARRIAGEWAY 0·8 WIDE & 1·5 WIDE
(E) EASEMENT TO DRAIN SEWAGE 3 WIDE (DP1075495)
(F) EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH (DP1075495)
(G) EASEMENT FOR WATER SUPPLY 3 WIDE (DP1075495)
(H) EASEMENT FOR WATER SUPPLY VARIABLE WIDTH (DP1075495)
(I) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (DP1075495)
(J) EASEMENT FOR ELECTRICITY PURPOSES 3 WIDE (DP1066477)
(K) EASEMENT TO DRAIN SEWAGE 3 WIDE (DP1066477)
(L) EASEMENT TO DRAIN WATER 20 WIDE & VARIABLE WIDTH (DP1066477)

Ⓜ DENOTES CENTRE 0·19 WALL
Ⓝ DENOTES CENTRE 0·17 WALL
Ⓞ DENOTES EASEMENT LIMITED IN DEPTH TO RL 9 & LIMITED IN HEIGHT TO RL 11·3

..... DENOTES CHANGE IN UPPER & LOWER LIMIT
—×— DENOTES CHANGE IN UPPER LIMIT

SECTION P–P
SCALE 1:100
HORIZONTAL & VERTICAL



342°23'45"

CURVED BOUNDARIES

LINE NUM.	CHORD BEARING	CHORD DIST.	ARC RADIUS	ARC LENGTH
11	~~346°23'45"~~	71·546	482·909	71·612
12	333°56'20"	71·261	494·074	71·323
13	120°49'20"	99·625	129·362	102·267
15	277°53'25"	9·628	76·496	9·634
16	247°23'	69·216	76·496	71·826
17	270°04'25"	11·225	76·496	11·236

DIAGRAM.D
SCALE 1:300

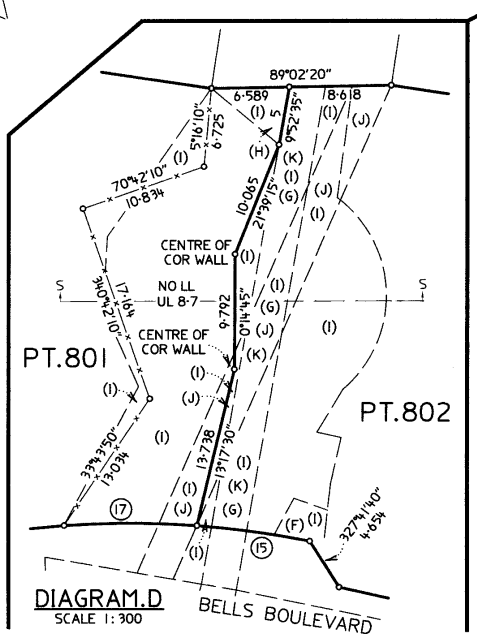
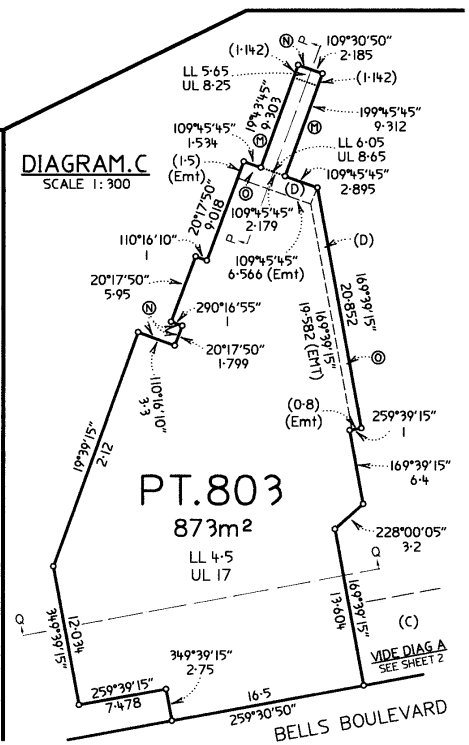


DIAGRAM.C
SCALE 1:300



DP1090130

Registered 28.11.2005

This is sheet 3 of my plan in 4 sheets dated 6/10/2005

Surveyor registered under Surveying Act, 2002.

This is sheet 3 of the plan of 4 sheets covered by subdivision certificate No. of SC05/0062

Authorised Person/~~General Manager/Accredited Certifier~~

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

Reduction Ratio 1:1000

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE: 8145–214 ,CHECKLIST

Req:R778958 /Doc:DP 1090130 P /Rev:01-Mar-2007 /NSW LRS /Pgs:ALL /Prt:03-May-2021 15:31 /Seq:3 of 4
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PLAN FORM 3 (APPROVED FORM 5) To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

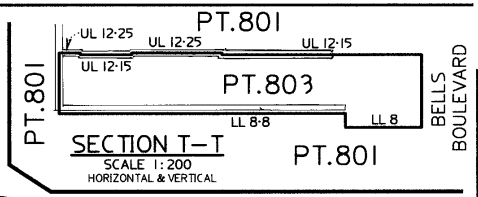
LY

(D) RIGHT OF CARRIAGEWAY 0·8 WIDE & 1·5 WIDE
(E) EASEMENT TO DRAIN SEWAGE 3 WIDE (DP1075495)
(F) EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH (DP1075495)
(G) EASEMENT FOR WATER SUPPLY 3 WIDE (DP1075495)
(H) EASEMENT FOR WATER SUPPLY VARIABLE WIDTH (DP1075495)
(I) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (DP1075495)
(J) EASEMENT FOR ELECTRICITY PURPOSES 3 WIDE (DP1066477)
(K) EASEMENT TO DRAIN SEWAGE 3 WIDE (DP1066477)
(L) EASEMENT TO DRAIN WATER 20 WIDE & VARIABLE WIDTH (DP1066477)

UPPER GROUND FLOOR PLAN

LOTS 801, 802 & 803 ARE LIMITED IN STRATUM IN THE MANNER DEPICTED IN THIS PLAN.

Ⓜ DENOTES CENTRE 0·19 WALL
Ⓡ DENOTES CENTRE 0·08 WALL



SECTION T–T
SCALE 1:200
HORIZONTAL & VERTICAL

SALT WATER

(16 WIDE) CRESCENT

63°47'35" 124·415

37 DP 1066506 36 35 34 33 32 31 DP 1066506 30 29 28 27 DP 1066506 25 26 DP1066506

PASS STREET (15 WIDE)

98°30'05" 42·759

98°30'05" 114·392

176

DP1075495

CASUARINA WAY (VARIABLE WIDTH)

M.G.A.

PUBLIC RESERVE

PT.801
2·311 ha
NO LL
NO UL

PT.802
6547m²
NO LL
NO UL

VIDE DIAG.F

104°48'10" 11·004

194°48'10" 7·065

327°41'45" 4·654

282°41'10" 119·544

43·633 192°51'20"

901
DP1066477
PUBLIC RESERVE

(L)

BELLS BOULEVARD (17·298 WIDE)

171
DP1075495

174
DP1075495
PUBLIC RESERVE

PT.803

VIDE DIAG.C
SEE SHEET 3

VIDE DIAG.E

40·683 220°11'10"

BELLS BOULEVARD (20·2 WIDE)

(A) ~~EASEMENT FOR SERVICES~~
(B) EASEMENT FOR MULTI–PURPOSE ELECTRICAL INSTALLATION 2·774 WIDE
(C) RIGHT OF CARRIAGEWAY 7 WIDE

DENOTES CHANGE IN LOWER LIMIT
DENOTES CHANGE IN UPPER LIMIT

5·86 24·944 259°30'55" 37·922

BELLS BOULEVARD (33 WIDE & VARIABLE WIDTH)

LL DENOTES LOWER LIMIT
UL DENOTES UPPER LIMIT

342°23'45"

CURVED BOUNDARIES

LINE NUM.	CHORD BEARING	CHORD DIST.	ARC RADIUS	ARC LENGTH
11	~~346°23'45"~~	71·546	482·909	71·612
12	333°56'20"	71·261	494·074	71·323
13	120°49'20"	99·625	129·362	102·267
17	270°04'25"	11·225	76·496	11·236
18	273°40'55"	20·805	76·496	20·87
19	243°10'30"	59·019	76·496	60·59

NOTE: EASEMENT FOR SERVICES AFFECTS THE WHOLE OF LOTS 801, 802 & 803

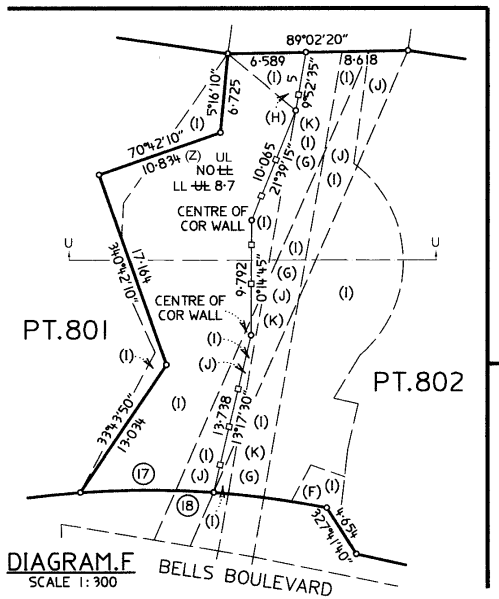
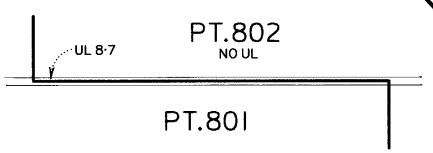


DIAGRAM.F
SCALE 1:300

SECTION U–U
SCALE 1:100
HORIZONTAL & VERTICAL



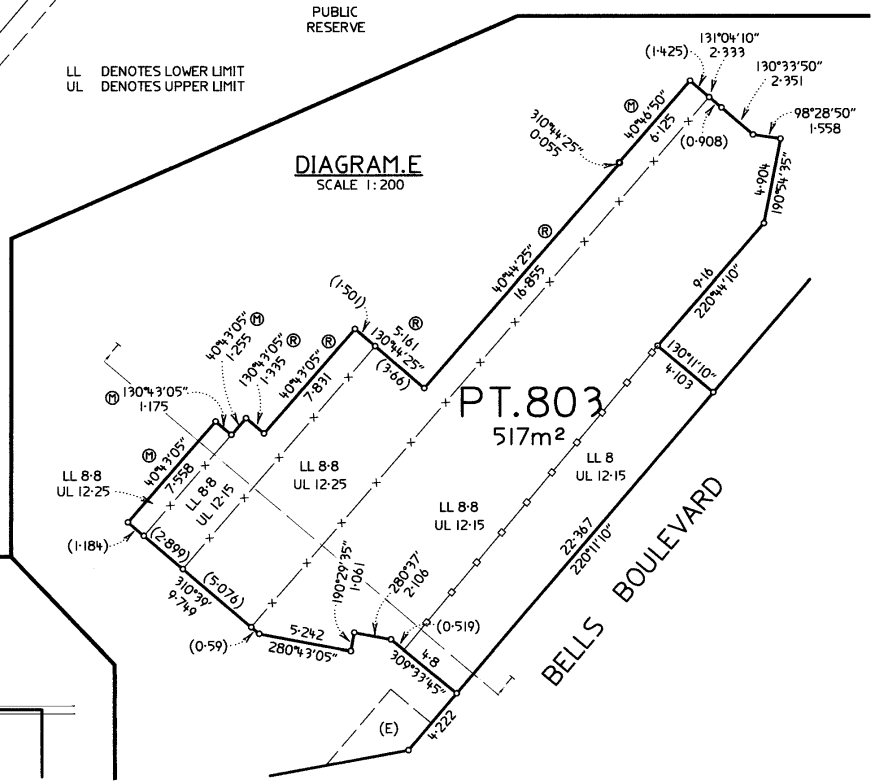


DIAGRAM.E
SCALE 1:200

DP1090130 (E)

Registered 28·11·2005

This sheet 4 of my plan in 4 sheets dated 6/10/2005

Surveyor registered under Surveying Act, 2002.

This sheet 4 of the plan of 4 sheets covered by subdivision certificate No. of SC05/0062

Authorised Person/~~General Manager~~/~~Accredited Certifier~~

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

Reduction Ratio 1: 1000

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE: 8145–214 ,CHECKLIST

(Z) STRATUM LIMITS AMENDED IN LPI VIDE 2006/115 JB 15/2/2007

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Req:R778967 /Doc:DL AP203890 /Rev:21-Aug-2019 /NSW LRS /Pgs:ALL /Prt:03-May-2021 15:32 /Seq:1 of 29
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Form: 15CH
Release: 2.1
Licence: 01-05-086
Licensee: LEAP Legal Software Pty Limited
Firm name: Baker Mannering & Hart

CONSOLIDATION
CHANGE OF BY-LAW

New South Wales
Strata Schemes Management Act 2015
Real Property Act 1900

AP203890D

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

(A) **TORRENS TITLE** For the common property CP/SP76024

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
1089X	V. J. RALPH & CO 123786S 1089X CITY LEGAL SERVICES Reference: 20191163	CH

(C) The Owners-Strata Plan No 76024 certify that a special resolution was passed on 16 October 2018

(D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—

(E) Repealed by-law No Not applicable
Added by-law No Not applicable
Amended by-law No 1 to 59
as fully set out below:
Annexure A has been numbered.

(F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A.

(G) The seal of the Owners-Strata Plan No 76024 was affixed on 5/4/19 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: _____

Name: Paul Curtis

Authority: Strata Manager

The Owners Strata Plan No. 76024 THE Common Seal OF

Signature: _____

Name:

Authority:

RELODGED
23 JUL ...
TIME:

Off CDBL AN917112
ON CDBL

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ANNEXURE A

STRATA PLAN 76024 – STRATA BYLAWS

1. Vehicles.

Save where a valid By-Law made pursuant to the Act authorises him to do so, an owner or occupier of a lot shall not park or stand any motor or other vehicle upon Common Property except with the consent in writing of the Executive Committee.

2. Private Roads and Other Common Property.

The private roadways, pathways, drives and other Common Property and any easement giving access to the Parcel shall not be obstructed by any Owner or the tenants, guests, servants, employees, agents, children, invitees, licensees of an owner or any of them or used by them for any purpose other than the reasonable ingress and egress to and from their respective lots or the parking areas provided. An owner or occupier of a lot shall not:

2.1 drive or permit to be driven any motor vehicle in excess of two (2) tonnes weight onto or over the Common Property other than such vehicles necessary to complete the construction and/or occupation of any building or other structure erected on the land, and any motor vehicles entitled by any statute and/or local authority ordinances;

2.2 permit any invitees' vehicles to be parked on the roadway forming part of the common area at any time. Any invitees shall park their vehicles in the visitors' parking bays on the Common Property and shall use such area only for its intended purpose of casual parking.

2.3 permit any boat, trailer, caravan, campervan or mobile home onto, over or through the Common Property.

3. Visitors' Car Park.

3.1 An owner or occupier of a lot shall not park or stand any motor vehicle or other vehicle upon areas set aside for visitor car parking.

3.2 An owner or occupier of a lot shall ensure that their invitees use the visitor car parking area only for its intended purpose of casual parking within the rules set from time to time by the Executive Committee (which rules shall provide that areas of casual parking shall not be used for more than 3 hours at a time).

4. Obstruction.

An owner of a lot shall not obstruct lawful use of Common Property by any person.

5. Damage to Lawns etc on Common Property.

An owner or occupier of a lot shall not damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon Common Property or any lot.

6. Damage to Common Property.

An owner or occupier of a lot shall not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property or any Owner's Corporation assets

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except with the consent in writing of the Executive Committee but this By-Law does not prevent an owner or person authorised by him from installing any locking or other safety device for protection of his lot against intruders provided that the locking or other safety device is constructed in a workmanlike manner, is maintained in a state of good and serviceable repair by the owner, does not detract from the amenity of the building and is of a design, type and colour agreed to by the Executive Committee from time to time. All doors and windows to the premises shall be securely fastened on all occasions when the premises are left unoccupied and the Executive Committee reserves the right to enter and fasten the same if left insecurely fastened.

7. Use of Recreation Facilities.

In relation to the use of the swimming pool and adjacent areas and other recreation areas, if any, ("the Recreation Facilities"), an owner or occupier of a lot shall ensure:

7.1 that his invitees and guests do not use the same or any of them unless he or another owner or occupier accompanies them;

7.2 that children below the age of thirteen (13) years are not in or around the same unless accompanied by an adult owner or occupier exercising effective control over them;

7.3 that glass containers or receptacles of any type are not taken to or allowed to remain in or around the same;

7.4 that he and his invitees shall exercise caution at all times and shall not run or splash or behave in any manner that is likely to interfere with the use and enjoyment of the Recreation Facilities by other persons;

7.5 that no use is made of the Recreation Facilities between the hours of 10.00pm and 6.00am or other hours set from time to time by the Executive Committee;

7.6 that the owner or occupier and their invitees and guests are suitably attired at all times.

7.7 that the owner or occupier and their invitees and guests obey any lawful direction given to them by the Owner's Corporation or the Caretaker.

8. Rules re Recreation Facilities.

The Executive Committee may make rules relating to the use of the Recreation Facilities not inconsistent with these By-Laws and the same shall be observed by the owners unless and until they are disallowed or revoked by a majority resolution at a general meeting of the owners.

9. Maintenance of Recreation Facilities.

An owner or occupier of a lot shall not without proper authority operate, adjust or interfere with the operation of any equipment associated with the Recreation Facilities or add any chemical or other substance to the swimming pool, spa or other water feature.

10. Instructions to Contractors etc.

The owners of lots shall not directly instruct any contractors or workmen employed by the Executive Committee unless authorised by the Owner's Corporation, the Executive Committee or the Caretaker.

11. Depositing Rubbish etc on Common Property.

An owner or occupier of a lot shall not deposit or throw upon the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the Common Property.

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12. Garbage Disposal.

An owner or occupier of a lot shall:

12.1 save where the Executive Committee provides some other means of disposal of garbage, maintain within his lot, or on such part of the Common Property as may be authorised by the Executive Committee, in clean and dry condition and adequately covered, a receptacle for garbage;

12.2 comply with all local authority by-laws and ordinances relating to the disposal of garbage;

12.3 ensure that the health, hygiene and comfort of the owner or occupier of any other lot is not adversely affected by his disposal of garbage; and

12.4 use the recycle bins or receptacles (if any) that may be provided by the Owner's Corporation and/or the relevant local authority and separate, where necessary, any garbage so that full use is made of such bins or receptacles.

13. Appearance of Buildings and Signs.

13.1 Subject to By Law 30 and By Law 48 an owner or occupier of a lot shall not, except with the consent in writing of the Executive Committee, hang any washing, towel, bedding, clothing or other article or display any sign, advertisement, placard, banner, pamphlet or like matter on any part of the lot or Common Property in such a way as to be visible from inside or outside of the Parcel. In connection with the hanging of clothing to dry naturally, this is permitted only in the areas (if any) designated by the Executive Committee where facilities are supplied for such needs;

13.2 An owner or occupier of a lot shall not, except with the consent in writing of the Executive Committee, permit any boat, trailer, caravan, campervan or mobile home on a lot which is visible from the Common Property or from an adjoining lot.

14. Inflammable Liquids, Gases or Other Materials.

14.1 An owner or occupier of a lot shall not bring to, do or keep anything in the lot which shall increase the rate of fire insurance on any property within the Parcel or which may conflict with the laws and/or regulations relating to fires or any insurance policy upon any property on the Parcel or the regulations or ordinances of any Public Authority for the time being in force;

14.2 An owner of a lot shall not, except with the consent in writing of the Executive Committee, use or store on his lot or upon the Common Property any flammable chemical, liquid, or gas or other flammable material other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or such chemical, liquid gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

14.3 An owner or occupier of a lot shall not maintain or operate anywhere within a lot a barbeque (being gas, electric or any other kind).

15. Keeping of Animals.

Subject to section 49(4) of the Act, the owner of a lot shall not, without the approval in writing of the Executive Committee, keep any animal upon the lot or the Common Property.

16. Auction Sales.

Subject to By Law 30 an owner or occupier of a lot shall not permit any auction sale to be conducted or to take place in the lot or within the Parcel without the prior approval in writing of the Executive Committee.

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17. Right of Entry.

17.1 An owner or occupier, upon receiving reasonable notice from the Executive Committee, shall allow the Owner's Corporation or any contractors, sub-contractors, workmen or other person authorised by it, the right of access to his lot for the purpose of carrying out works, maintenance, reading meters or effecting repairs on mains, pipes, wires or connections of any water, sewerage, drainage, gas, electricity, telephone or other utilities, system or service, whether to his lot or to an adjoining lot or for any other purposes permitted under these By-Laws, the Act or the Regulation.

17.2 If in the reasonable opinion of the Executive Committee or the Caretaker (if any) there is a matter of sufficient emergency no such aforesaid notice will be necessary. Such works or repairs shall be at the expense of the owner or occupier of the lot in the case where the need for such works or repairs is due to any act or default of the owner or occupier or their guests, servants or agents. Any entry pursuant to this By-Law shall not constitute trespass. The Executive Committee or Caretaker (if any) in exercising the powers under this By-Law shall ensure that its servants, agents and employees cause as little inconvenience to the owner or occupier of the lot as is reasonable in the circumstances or for any other purpose permitted under these By-Laws, the Act or the Regulation.

18. Noise.

18.1 An owner or occupier of a lot, their guests, servants or agents shall not make or permit any noise likely to interfere in any way with the peaceful enjoyment of other owners or occupiers of lots or of any person lawfully using the Common Property. In particular, no owner or occupier of a lot shall hold or permit to be held any social gathering in his lot which would cause any noise which unlawfully interferes with the peace and quietness of any other owner or occupier of a lot, at any time of day or night. In relation to this By-Law 18.1, in judging whether the level of noise emanating from a lot that lawfully may be used for commercial purposes is unreasonable, the commercial use of the lot shall be taken into consideration.

18.2 In the event of any unavoidable noise in a lot at any time, the owner or occupier thereof shall take all practical means to minimise annoyance to other owners or occupiers of lots by closing all doors, windows and curtains of his lot and also such further steps as may be within his power for the same purpose.

18.3 In respect of the residential areas of the Parcel, guests leaving after 11.00pm shall be requested by their hosts to leave quietly. Quietness also shall be observed when an owner or occupier of a lot returns to the lot late at night or early morning hours.

18.4 An owner or occupier of a lot shall not operate or permit to be operated upon the Parcel any radio, two way radio, short wave radio, transmitter, telecommunications device or electronic equipment so as to interfere with any domestic appliance or apparatus (including a radio or television receiver) lawfully in use upon the Common Property or in any other lot.

18.5 The volume of any radio, television or other sound equipment shall be kept as low as possible at all times and shall not be operated in such a manner as to unreasonably interfere with the use and enjoyment of any other lot by any other owner or occupier of a lot.

18.6 An owner or occupier of a lot shall not permit any musical instrument to be practised or played upon or any avoidable noise to be made in such manner as to unreasonably interfere with the use and enjoyment of any other lot by any other owner or occupier of a lot.

19. Infectious Diseases.

In the event of any infectious disease which may require notification by virtue of any Statute, Regulation or Ordinance happening in any lot, the owner or occupier of such lot shall give written notice thereof and any other information which may be required relative thereto to the Executive Committee and shall pay to the Owner's Corporation the expenses incurred by the Owner's Corporation of disinfecting the lot and any part

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of the Common Property required to be disinfected and replacing any articles or things the destruction of which may be rendered necessary by such disease.

20. Fences, Pergolas, Screens, External Blinds or Awnings.

20.1 Subject to bylaw 20.2, an owner of a lot shall not construct or permit the construction or erection of any fence, pergola, screen, external blind or awning or other structure or outbuilding of any kind within or upon a lot or on Common Property. Any work, alteration, improvement or structure carried out or erected in breach of this By-Law may be forthwith removed with or without notice by the Owner's Corporation, the Caretaker and each of their respective employees, agents and contractors and any entry on to the lot pursuant to this By-Law shall not constitute trespass. All costs incurred in such removal may be recovered from the owner of the Lot as a liquidated debt. This By-Law shall not apply to the Original Owner.

20.2 The Strata Committee may approve the installation of security screens on sliding doors and opening windows and may impose conditions on such approvals including conditions relating to colour, design, materials, construction and brand.

20.3 The lot owner is responsible for all ongoing maintenance and replacement of any approved additions under this by-law.

21. Structural Alterations to the Interior of Lots.

The manner and style of any structural fit out or structural alteration to the interior of any lot must have the prior written approval of the Executive Committee. The Executive Committee shall be entitled to request copies of such plans and specifications as it might consider necessary to enable it to grant its approval and the owner of a lot shall comply with all such requests. The Executive Committee may engage an architect or other consultant to review any plans and/or specifications or monitor any work undertaken in relation to such alterations. The owner of the lot within which the alterations are being carried out shall pay to the Owner's Corporation all costs and expenses incurred by the Owner's Corporation in engaging such architect or other consultant. Where kitchen facilities are to be installed an extraction system approved by the Executive Committee and relevant statutory authorities must be installed. This By-Law shall not apply to the Original Owner.

22. Fire Control.

(a) An owner or occupier of a lot must not use or interfere with any fire safety equipment except in the case of an emergency, and must not obstruct any fire stairs or fire escape;

(b) The Owner's Corporation or an owner or occupier of a lot must, in respect of the Parcel or the lot, as appropriate:

(i) consult with any relevant authority as to an appropriate fire alarm and fire sprinkler system for the Parcel or the lot;

(ii) ensure that provision of all adequate equipment to prevent fire or the spread of fire in or from the Parcel or the lot is to the satisfaction of all relevant authorities; and

(iii) take all reasonable steps to ensure compliance with fire laws in respect of the Parcel or the lot including allowing appropriate Authorities to inspect and/or test the fire prevention equipment.

23 Maintenance Responsibility of Alterations to Common Property.

Any alteration made to Common Property or fixture or fitting attached to Common Property by any owner of a lot shall, unless otherwise provided by resolution of a meeting of the Executive Committee or the Owner's Corporation (as appropriate), be repaired and maintained by the owner for the time being of such lot.

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24. Curtains, Venetian Blinds Shutters and Window Tinting ("Window Coverings").

An owner shall not instal Window Coverings visible from outside the lot unless those Window Coverings have a backing with such colour and design as has been approved by the Executive Committee of the Owner's Corporation. An owner shall not install, renovate and/or replace a Window Covering without having the colour and design of same approved by the Executive Committee. In giving such approvals, the Executive Committee shall ensure so far as practicable that Window Coverings used in all units presents a uniform appearance when viewed from inside or outside of the Parcel, provided however that, where a lot may lawfully be used for commercial purposes, the Executive Committee shall not unreasonably refuse or withhold its consent where such window covering is in keeping with the general commercial operation to be conducted from the lot. The Executive Committee may engage an architect and/or other consultant to consider plans or specifications or to monitor any work undertaken. The Owner's Corporation may recover the costs of any architect or other consultant from the owner of the lot for which the works have been approved. The Executive Committee may also establish guidelines in relation to any window coverings which must be complied with by any lot owner or occupier.

25. Maintenance of Common Property and the Lots.

25.1 The Owner's Corporation shall be responsible for the repair, replacement, renewal and maintenance of the Common Property and the Owner's Corporation assets.

25.2 Each owner shall be responsible for the maintenance of his lot, other than that part of the lot which will be maintained by the Owner's Corporation pursuant to these By-Laws and shall ensure that his lot is so kept and maintained so as not to be offensive in appearance to other lot owners through the accumulation of excess rubbish or otherwise, or through the proliferation of cobwebs on the lot. In particular, and without limitation, an owner or occupier of a lot shall ensure that the eradication of pests is carried out on the lot on a regular basis.

25.3 All lots are to be so maintained as to prevent the excessive growth of grass and other vegetation making lots unsightly, increasing fire risks or contributing to the spread of noxious weeds to other lots.

25.4 In the event that a lot is not maintained in accordance with By-Laws 25.2 and 25.3, the Executive Committee may notify the owner or occupier in writing that the lot is not maintained in accordance with the By-Laws, and in the event that the owner or occupier of the lot does not in the opinion of the Executive Committee adequately maintain the lot within the time stipulated in the notice, the Executive Committee may direct the Caretaker to cause the lot to be maintained at the expense of the owner or occupier thereof.

25.5 Where an owner or occupier of a lot has not maintained the lot in accordance with these By-Laws, the owner or occupier of the lot as the case may be hereby authorises access to the lot for the Executive Committee and its servants, agents and contractors for the purpose of maintaining the lot in accordance with these By-Laws. The Executive Committee, in exercising this power, shall ensure that servants, agents and contractors cause as little inconvenience to the owner or occupier of the lot as is reasonable in the circumstances.

25.6 **Replacement of Glass.** Windows shall be kept clean and promptly replaced by the owner or occupier of the lot at his expense with fresh glass of the same kind, colour and weight as at present if broken or cracked. This By-Law shall not prohibit an owner from making a claim on any applicable Owner's Corporation insurance.

25.7 Any maintenance of lots or Common Property shall where reasonably possible in the circumstances only be carried out by the use of natural products that do not contain toxic or poisonous chemicals.

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26. Taps.

An owner or occupier of a lot shall not waste water and shall see that all water taps in his lot are promptly turned off after use. Should the lot be unoccupied for a period of more than a month, then the stopcock or such other similar device on the hot water system will be turned off.

27. Water Closets.

The water closets and conveniences and other water apparatus including waste pipes and drains shall not be used for any purposes other than those for which they were constructed and no sweepings or rubbish or other unsuitable substance shall be deposited therein. Any damage or blockage resulting to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence shall be borne by the owner whether the same is caused by his own actions or those of his servants, agents, licensees or invitees.

28. Behaviour of Invitees.

28.1 An owner or occupier of a lot shall take all reasonable steps to ensure that his invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using Common Property.

28.2 The owner or occupier of a lot shall be liable to compensate the Owner's Corporation in respect of all damage to the Common Property or personal property vested in it caused by such owner or occupier or their invitees.

28.3 An owner of a lot which is the subject of a lease or licence agreement shall take all reasonable steps, including any action available to him under any such lease or licence agreement, to ensure that any lessee or licensee or other occupier of the lot or their invitees comply with the provisions of the By-Laws.

28.4 The duties and obligations imposed by these By-Laws on an owner or occupier of a lot shall be observed not only by the owner or occupier but also by the guests, servants, employees, agents, children, invitees and licensees of such owner or occupier.

28.5 Where the Owner's Corporation expends money to make good damage caused by a breach of the Act or of these By-Laws by any owner or occupier of a lot or the guests, servants, employees, agents, children, invitees or licensees of the owner or occupier of a lot or any of them, the Owner's Corporation shall be entitled to recover the amount so expended as a debt in any action in any Court of competent jurisdiction from the owner of the lot at a time when the breach occurred.

28.6 An owner or occupier of a lot shall take all reasonable steps to ensure that their invitees and guests are suitably attired at all times.

29. Notice of Defect.

An owner or occupier of a lot shall give the Executive Committee and/or the Caretaker prompt notice of any accident to or defect in the water pipes, gas pipes, electric or other utility installations or fixtures which comes to his knowledge and the Executive Committee shall have authority by its agents or servants in the circumstances having regard to the urgency involved to examine or make such repairs or renovations as it may deem necessary for the safety and preservation of the building as often as may be necessary.

30. Display Unit.

30.1 While the Original Owner remains an owner, lessee or licensee of any lot in the Strata Scheme, they and their officers, servants and/or agents shall be entitled to utilise any lot in the Strata Scheme of which they remain an owner, as a display lot, for the purpose of allowing prospective purchasers of any lot in the Strata Scheme to inspect the lot or lots and may conduct an auction sale from such lot.

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30.2 The Original Owner shall be entitled, for the purposes of exercising their rights under By-Law 30.1, to place such signs and other advertising and display material in and about the building, and on and about other parts of the Common Property, but the number and size of such signs or materials shall not be more than is reasonably necessary and the quality and content of such material must be tasteful and of a high quality.

30.3 The Original Owner shall be entitled, for the purposes of exercising their rights under By-Law 30.1 full and uninterrupted access to the Strata Scheme for themselves and its officers, servants and/or agents during the hours of 10.00 am to 5.00 pm on each day. During those times, the Owner's Corporation shall ensure that all security doors and gates which restrict access to the Strata Scheme or other parts of the common property, shall remain unlocked. The Original Owner shall lock any doors and gates after their use.

31. Use of Lots.

31.1 All lots shall only be used in accordance with the law.

31.2 Lot 166 (and/or any other lot nominated by the Original Owner from time to time) may be used for the provision of caretaking and letting services ("Caretaking Lot"). The owner or occupier of the Caretaking Lot will be the only person or entity that may carry on within the Strata Scheme the business of the caretaking of the Strata Scheme and/or the letting of lots in the Strata Scheme and/or the provision of ancillary services to the caretaking/letting business (all of which services are referred to in these By-Laws as the management and letting services).

31.3 The Owner's Corporation will not allow any other person or entity to provide from anywhere within the Strata Scheme any of the management and letting services.

31.4 The Owner's Corporation may not enter into with any other person or entity an agreement relating to the supply by a person or entity of any of the management and letting services.

31.5 Any lot nominated by the Original Owner from time to time may be used for commercial purposes.

32. Functions of Owner's Corporation

Without derogating from any powers, duties and functions conferred or imposed on it by the Act or these By-Laws, the Owner's Corporation has the function to:

(a) provide, for the benefit of owners and occupiers and the Common Property a permanent on-site caretaker to provide caretaking duties in respect of the Common Property;

(b) for the benefit of owners and occupiers authorise a person or entity to offer services to lot owners, on a voluntary basis, including a letting service;

(c) for the benefit of owners and occupiers, provide or contribute to the costs of providing surf lifesaving services to any pool on the Parcel and/or the beach adjoining or near the Parcel and for that purpose enter into arrangements or agreements with any appropriate person, entity or body;

(d) for the benefit of owners and occupiers, enter into arrangements for the provision of natural gas (including centralised natural gas hot-water facilities) to the Parcel; and

(e) for the benefit of owners and occupiers, enter into arrangements or agreements with any suitable persons or entities for the provision and/or management of the provision of utility services to the Parcel and Lots.

33. PABX Cabling

The Caretaker of the Strata Scheme will be entitled to operate a PABX telephone facility or similar facility within the Strata Scheme and for that purpose will continue to have a licence to install, lay, use, repair,

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maintain and replace cabling and other equipment necessary for the operation of such facility throughout the Common Property. The Owner's Corporation shall not interfere with the operation of this facility.

34. Executive Committee may Employ.

The Executive Committee may employ for and on behalf of the Owner's Corporation such agents and servants as it thinks fit in connection with the exercise and performance of the powers, authorities, duties and functions of the Owner's Corporation.

35. Correspondence.

All complaints or applications to the Owner's Corporation or its Executive Committee shall be addressed in writing to the Secretary or the Caretaker.

36. Requests to the Secretary.

An owner or occupier of a lot shall direct all requests for consideration of any particular matter to be referred to the Executive Committee, to the Secretary, and not to the Chairman or any member of the Executive Committee.

37. Notices.

An owner or occupier of a lot, his servants, agents, licensees and invitees shall observe the terms of any notice displayed in the common property by authority of the Executive Committee or of any statutory authority.

38. Copy of By-Laws to be Produced Upon Request.

Where any lot or Common Property is leased or rented, otherwise than to an owner of a lot, the lessor or, as the case may be, landlord shall produce or cause to be produced to the lessee or tenant for his inspection a copy of the By-Laws for the time being in force in respect of the Strata Scheme in accordance with the Act.

39. Power of Executive Committee.

The Executive Committee may make rules relating to the Common Property including, but not limited to, rules imposing speed limits in respect of roadways within the Strata Scheme, not inconsistent with these By-Laws and the same shall be observed by the owners or occupiers of lots unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Owner's Corporation.

40. Recovery of Costs.

40.1 An owner (which expression shall extend to a mortgagee in possession) shall pay on demand the whole of the Owner's Corporation's costs and expenses (including Solicitor and own client costs), such amount to be deemed a liquidated debt, incurred in:-

(i) recovering contributions or monies payable to the Owner's Corporation pursuant to the Act duly levied upon that owner by the Owner's Corporation or otherwise or pursuant to the By-Laws of the Owner's Corporation;

(ii) all proceedings including legal proceedings concluded in favour of the Owner's Corporation taken by or against the owner or the lessee or occupier of the owner's lot, including, but not limited to, applications for an Order by the Commissioner, appeals to the Tribunal and appeals to the Court.

40.2 In the event that the owner (or his mortgagee in possession) fails to attend to the payment of such costs and expenses after demand is made for the payment of same, the Owner's Corporation may:-

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(i) treat such costs and expenses as a liquidated debt and take action for the recovery of same in any Court of competent jurisdiction; and

(ii) enter such costs and expenses against the levy account of such owner in which case the amount of same shall be paid to the Owner's Corporation upon a subsequent sale or disposal of the owner's lot failing which the purchaser of such lot shall be liable to the Owner's Corporation for the payment of same.

41. Recovery by Owner's Corporation

Where the Owner's Corporation expends money to make good damage caused by a breach of the Act or of these By-Laws by any owner or the tenants, guests, servants, employees, agents, children, invitees or licensees of the owner or any of them, the Executive Committee shall be entitled to recover the amount so expended as a debt in any action in any Court of competent jurisdiction from the owner of the lot at the time when the breach occurred.

42. Cable TV

The Owner's Corporation and each owner or occupier recognises that there could be an agreement in place with a cable TV carrier or other service provider for the installation of all cabling, wiring, ducting, conduiting, amplifiers and other necessary equipment required for the provision of cable television or other telecommunication service to the Strata Scheme and each lot and the Owner's Corporation and each owner or occupier must:

42.1 allow a person to install cabling, wiring, ducting, conduits, amplifiers and any other necessary equipment to enable owners to connect to cable television or other telecommunication service or allow a person to access a Lot for maintaining and repairing such equipment;

42.2 provide a supply of electricity, at the cost of the Owner's Corporation, if needed for any component to the cable television or other telecommunication service facility that is installed on the Common Property.

43. Joint Liability

If, at the time a person becomes the owner of a lot, another person is liable in respect of the lot to pay interest or penalty on a contribution, the owner is jointly and severally liable with the other person for the payment of the interest or penalty.

44. Security

44.1 All security equipment installed on common property and used in connection with the provision of security for the Strata Scheme shall with the exception of that equipment installed upon any lot be and remain the property of the Owner's Corporation. All security equipment is (with the exception of that equipment installed upon any lot which shall be maintained at the cost and expense of the owner of the lot) the property of the Owner's Corporation and shall be repaired and maintained at the cost and expense of the Owner's Corporation.

44.2 In no circumstances shall the Owner's Corporation be responsible to an owner (and the owner shall not be entitled to make any claim for compensation or damages) in the event of a failure of all or any of the security systems put in place by the Owner's Corporation to operate in the manner in which they are intended. Where the failure to operate arises from a malfunction of the security equipment in a lot, then the owner shall allow the Owner's Corporation by its servants, agents or contractors to enter upon the lot (upon one (1) days notice) except in the case where the circumstances require immediate entry.

44.3 The Executive Committee shall be entitled to make rules and regulations for the benefit of all owners regulating the security and the operation of it upon the Strata Scheme. Such rules and regulations

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shall not be inconsistent with these By-Laws. The owners shall ensure compliance with such rules and regulations so made until the same shall have been revoked, amended or altered by a majority resolution of the Owner's Corporation in general meeting.

45. Aerials

Outside wireless and television aerials may not be erected without permission of the Executive Committee.

46. Repairs

All repairs to lots will be carried out promptly and in a workmanlike manner by the owners or occupiers of the lots.

47. Illegal Use of Lots Prohibited

An owner or occupier of a lot shall not use his lot for any purpose which may be illegal or injurious to the reputation of the Strata Scheme. An owner or occupier of a lot must, at the cost of the owner or occupier, promptly comply with all laws relating to the lot including, without limitation, any requirements, notices and orders of any relevant authority.

48. Signs

Subject to these By-Laws, no sign or notice, including any "For Sale" sign, shall be placed on the Common Property or any lot.

49. Power to Enter into Licence Agreements

The Owner's Corporation may enter into licence agreements from time to time, on such terms and conditions as the Owner's Corporation sees fit, with other lots in the Strata Scheme, to grant to other lots in the Strata Scheme exclusive use and enjoyment over any areas of Common Property or areas over which it has the exclusive use and enjoyment of.

50. Liquor Licence Deed

The Owner's Corporation, in addition to the powers and authorities conferred upon it by or under the Act or any other By Law has the power and authority to enter into a deed, agreement or other document with any person holding or proposing to hold a liquor licence under the Liquor Act 1982 (NSW) in respect of the parcel or any part of the parcel, to enable that person to fulfil the obligations under the Liquor Act 1982 (NSW) by granting to that person the full, free and unfettered control of the Common Property.

51. Bulk Supply of Electricity, Water and other Utility Services

51.1 The Owner's Corporation may obtain the supply of electricity, water or other utilities ("Utility Services") for the Strata Scheme (which may be in bulk) from an authorised supplier of the Utility Services ("a Supplier"). The Owner's Corporation may enter into an agreement with a Supplier on terms decided by the Executive Committee, or if the agreement is outside of the scope of the Executive Committee's authority, the Owner's Corporation.

51.2 The Owner's Corporation may enter into an agreement with a utilities manager who may facilitate the Owner's Corporation's purchase and administration of the Utility Services ("Utilities Manager").

51.3 Subject to By-Law 51.19, the Owner's Corporation may install meters to monitor usage of the Utility Services supplied from the Supplier and supplied to owners and occupiers.

51.4 The Owner's Corporation may purchase, otherwise obtain or contract with an entity to provide an Energy Management System ("EMS") or services so as to allow for the bulk purchase of Utility Services and the efficient use of the Utility Services.

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51.5 Subject to this By-Law, owners and occupiers must obtain their supply of Utility Services from or through the Owner's Corporation if the Owner's Corporation enters into a supply agreement with the Supplier. If requested by the Owner's Corporation, owners must sign an agreement for the supply of the Utility Services on the Terms of Supply decided by the Owner's Corporation.

51.6 Owners or occupiers who accept or use the Utility Services supplied by or through the Owner's Corporation ("Consumers") shall, in consideration of the supply of the Utility Services, comply with this By-Law and the terms and conditions of supply adopted by the Owner's Corporation ("the Terms of Supply"). A copy of the Terms of Supply adopted by the Owner's Corporation shall be made available by the Owner's Corporation to Consumers.

51.7 Upon the acceptance or use of one or more of the Utility Services supplied by or through the Owner's Corporation, the Terms of Supply shall constitute an agreement between the Consumer and the Owner's Corporation and the Consumer shall sign the Terms of Supply. The consideration for the agreement shall be the supply and continued supply of the Utility Services through the Owner's Corporation to the Consumer. The Terms of Supply form an agreement separate to this By-Law.

51.8 Upon request by a Consumer, the Owner's Corporation shall provide one copy of the Terms of Supply to a Consumer.

51.9 When a Consumer assigns or transfers the Consumer's interest in a Lot, the assignee or transferee becomes joined as a party to the agreement constituted by the Terms of Supply. The assignor or transferor Consumer is released from the obligations imposed under this By-Law and the Terms of Supply only when all obligations of the Consumer are satisfied and up to date.

51.10 Subject to By-Law 51.19, the Owner's Corporation may include the costs for the supply of the Utility Services (whether to an owner or occupier of a lot) in Notices of Contributions payable to the Owner's Corporation by the owner of the lot to which electricity is supplied. By-Laws 40 and 43 apply to such payments.

51.11 The terms of this By-Law and the Terms of Supply are subject to any agreement entered into between the Owner's Corporation and the Supplier. The Owner's Corporation will have no obligation to provide a Utility Service to a Consumer if:

(a) the agreement with the Supplier is terminated;

(b) the Supplier does not provide the Utility Service to the Owner's Corporation for any reason; or

(c) the Consumer does not pay for the supply of the Utility Service by the due date.

51.12 All enquiries regarding connection, disconnection and charges shall be directed to the Utilities Manager (or other person nominated by the Executive Committee). Consumers shall follow the directions of the Utilities Manager (or other person nominated by the Executive Committee) with respect to the supply and use of a Utility Service provided that the directions must be consistent with this By-Law and the Terms of Supply.

51.13 The Executive Committee may make rules with respect to the supply of a Utility Service provided they are consistent with this By-Law and the Terms of Supply.

51.14 The Owner's Corporation will not, under any circumstances whatsoever, be responsible or liable for any loss, cost or damages that occur to any Consumer or anyone who relies upon a Utility Service because of failure of the supply of the Utility Service due to breakdowns, repairs, maintenance, strikes, accidents or causes of any class or description.

51.15 All Consumers shall ensure that any installation within a Lot connected with the Utility Service is maintained free of any defect and in a good and serviceable condition. Subject to the Act, the Owner's Corporation or the Utilities Manager shall be entitled to enter a lot to inspect any installations.

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51.16 For the purposes of ensuring the efficient and constant supply of a Utility Service to the Lots during any limitation in the supply of a Utility Service, the Owner's Corporation may impose restrictions in such a manner and to such an extent as it considers necessary, upon the use of Utility Services, including the prohibition of the use of specified articles.

51.17 The Owner's Corporation is not responsible for the accuracy or correct operation of any meter for a Lot used to measure the supply of a Utility Service to the Lot. Consumers shall ensure that no person associated with the Consumer of their Lot interferes with any meter or equipment used for the supply or measure of supply of a Utility Service to a Lot.

51.18 An invoice or notice will have been validly given to a Consumer if the invoice or notice is sent to the last known address for the Consumer known to the Owner's Corporation.

51.19 (a) If a Lot owner has a current agreement with the Letting Agent in respect of the letting of the Lot by the Letting Agent, then the Lot owner acknowledges that any Utility Services supplied to the Lot will not be separately metered or measured, but that the costs of supplying the Utility Services to the Lot will be pooled with the costs of supplying Utility Services to other lots who also have current agreements with the Letting Agent in the manner specified in the agreement with the Letting Agent and will be paid by the Letting Agent from revenue attributable to the Lot under the agreement with the Letting Agent.

(b) If an owner does not have a current agreement with the Letting Agent in respect of the letting of the Lot, then the Owner's Corporation shall, at the cost of the Lot owner install a sub-meter to measure the amount each Utility Service consumed by the owner or occupier of the Lot and the Owner's Corporation shall render accounts to the owner or occupier of the Lot for the amount of the Utility Service consumed by the Lot.

51.20 Any account delivered by the Owner's Corporation to an individual Lot owner under By-Law 51.19(b) shall be paid by the owner within 14 days of delivery of such account. In the event that a proper account for the supply of a Utility Service is not paid by the due date for payment, then the Owner's Corporation shall be entitled to:

(a) recover the amount of the unpaid account or accounts (whether or not a formal demand has been made) as a liquidated debt due to it in any Court of competent jurisdiction; and/or

(b) disconnect the supply of the Utility Service to the relevant lot.

52. Exclusive Use - Carparking Areas

52.1 The owner or occupier for the time being of a lot specified in Schedule 1 shall have the right of exclusive use and enjoyment of the corresponding area shown in the second column of Schedule 1 and identified on the sketch plan attached as Plan "A".

52.2 The exclusive use area(s) granted under this By-Law are to be used by the owner and occupiers of each lot that has the benefit of the area(s) for the purposes of carparking only.

52.3 The Owner's Corporation shall continue to be responsible for the proper maintenance of and keeping in a state of good and serviceable repair the relevant part(s) of the Common Property which an owner has the exclusive use of under this By-Law provided that the owner shall not litter the area and shall clean and remove any oil spillage from the surface of such area and shall generally keep the area clean and tidy and shall be liable (at its cost) to repair any damage caused by the owner or occupier's negligent act or omission.

52.4 The Executive Committee is hereby authorised to transpose exclusive use areas or any part of those areas from one lot to another at any time and from time to time on the written request of the owners of the lots involved. The costs of any new By-Laws required as a result of a transposition of exclusive use areas (including legal costs) shall be paid by the owners of the lots involved.

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53. Exclusive Use - Storage Areas

53.1 The owner or occupier for the time being of a lot specified in Schedule 1 shall have the right of exclusive use and enjoyment of the corresponding area shown in the third column of Schedule 1 and identified on the sketch plan attached as Plan "A".

53.2 The exclusive use area(s) granted under this By-Law are to be used by the owner and occupiers of each lot that has the benefit of the area(s) for the purposes of storage only.

53.3 The Owner's Corporation shall continue to be responsible for the proper maintenance of and keeping in a state of good and serviceable repair the relevant part(s) of the Common Property which an owner has the exclusive use of under this By-Law provided that the owner shall not litter the area and shall generally keep the area clean and tidy and shall be liable (at its cost) to repair any damage caused by the owner or occupier's negligent act or omission.

53.4 The Executive Committee is hereby authorised to transpose exclusive use areas or any part of those areas from one lot to another at any time and from time to time on the written request of the owners of the lots involved. The costs of any new By-Laws required as a result of a transposition of exclusive use areas (including legal costs) shall be paid by the owners of the lots involved.

54. Special Privileges

54.1 The owner or occupier for the time being of a lot specified in the first column of the schedule below shall have special privileges in respect of the corresponding area identified in the second column of the schedule below which is shown on the sketch plan attached as Plan "B".

54.2 The owner and occupier of a lot that has the special privileges in respect of the area identified in the schedule below may use the relevant area for the purpose shown in the third column of the schedule below corresponding to that area subject to any conditions detailed in the fourth column of the schedule below for the corresponding area.

54.3 The Owner's Corporation shall continue to be responsible for the proper maintenance of and keeping in a state of good and serviceable repair the relevant part(s) of the common property which an owner or occupier has special privileges in respect of under this By-Law subject to any obligations on the owner or occupier of a lot that has special privileges under this By-Law as set out in the fourth column of the schedule below.

First Column - Lot	Second Column – Area	Third Column – Purpose for which area may be used	Fourth Column – Obligation of Owner/Occupier to Maintain
Lot 166	Lobby area (SP1)	Erection and maintenance of a concierge desk, bell desk, sales desk, temporary displays associated with a function/conference, sale/consumption of liquor and beverages, computer/internet terminal(s).	To keep area clean and tidy including repairing any damage resulting from owner/occupiers use of the area.

First Column - Lot	Second Column – Area	Third Column – Purpose for which area may be used	Fourth Column – Obligation of Owner/Occupier to Maintain
Lot 166	Port cochere (SP2)	Erection and maintenance of a concierge desk, bell desk, temporary displays associated with a function/conference, sale/consumption of liquor and beverages.	To keep area clean and tidy including repairing any damage resulting from owner/occupiers use of the area.

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55. Special Privilege for Caretaker/Letting Agent

55.1 The owner from time to time of Lot 166 ("the Caretaker's Unit") shall have the special privilege in respect of the whole of the Common Property to conduct a business of the sale and letting of real property including the sale and letting of lots in the Strata Scheme ("a Letting Business"). No owner or occupier other than the owner or occupier of the Caretaker's Unit shall be entitled to carry on a Letting Business from the Common Property or a lot.

55.2 The owner for the time being of the Caretaker's Unit shall have the right of exclusive use and enjoyment of those parts of the Common Property agreed to by the Executive Committee for the display of signs offering for lease or sale any lots in the Strata Scheme. All signs shall be of a size and quality and contain material approved by the Executive Committee, acting reasonably.

55.3 This By-Law does not prevent:-

(a) an owner from letting or selling their own lot; or

(b) the normal and usual activities of a bona fide real estate agent engaged by an owner to let or sell the owner's lot.

55.4 The Owner's Corporation shall continue to be responsible for the proper maintenance of and keeping the Common Property in a state of good and serviceable repair however the owner of the Caretaker's Unit shall be responsible for keeping any signs placed on Common Property pursuant to By-Law 55.2 properly maintained and in a state of good and serviceable repair.

56. Strata Management Statement

56.1 The Strata Management Statement is an essential document for the management of the Strata Scheme. It contains rules (in addition to these By-Laws) that the Owner's Corporation and each Owner and Occupier must comply with.

56.2 Each Owner and Occupier must comply on time and at their cost with the Strata Management Statement.

56.3 The Owner's Corporation must comply on time and at its cost with the Strata Management Statement.

56.4 Nothing in the By-Laws gives any Owner, Occupier or the Owner's Corporation consent to do anything which is prohibited or regulated by the Strata Management Statement.

56.5 A consent under the By-Laws does not relieve an Owner, Occupier or the Owner's Corporation from obligations to obtain necessary consents under the Strata Management Statement.

56.6 If there is an inconsistency between the Strata Management Statement and the By-Laws, the Strata Management Statement prevails.

56.7 The Strata Committee is empowered to appoint the representative for SP 76024 to the Building Management Committee on behalf of the Owners Corporation.

57. Definitions

Unless otherwise provided in these By-Laws, the following words and expressions shall have the meanings set out opposite them as follows:

"Act" means the Strata Schemes Management Act 1996;

"Caretaker" means the caretaker appointed by the Owner's Corporation to undertake caretaking duties in respect of the Parcel.

"Common Property" means so much of the Parcel as from time to time not comprised in any lot.

"Executive Committee" means the executive committee of the Owner's Corporation.

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"Letting Agent" means the letting agent authorised by the Owner's Corporation to carry on a letting business from the Parcel.

"Original Owner" means South Kingscliff Developments Pty Ltd ACN 098 968 266, its successors or assigns.

"Owner's Corporation" means The Owner's - Strata Plan Number 76024.

"Parcel" has the same meaning as in the Strata Schemes (Freehold Development) Act 1973 in respect of the first strata plan lodged.

"Regulation" means the Strata Schemes Management Regulation 1997.

"Strata Management Statement" means any strata management statement that applies to the Strata Scheme.

"Strata Scheme" has the same meaning as in the Strata Schemes (Freehold Development) Act 1973.

58. Smoke Penetration

58.1 An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.

58.2 An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

59. Electronic Delivery of Notices

A document or notice may be served by the Owners Corporation, its secretary or executive committee on the owner of a lot by electronic means if the person has given the owners corporation an email address for the service of notices and the document is sent to that address. A notice or document served on an owner by email in accordance with this by-law is deemed to have been served when transmitted by the sender providing that the sender does not receive an electronic notification of unsuccessful transmission (i.e. "bounce back" or "undeliverable") within 24 hours.

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SCHEDULE 1
Exclusive Use Carparking Areas and Storage Areas

First Column - Lot	Second Column – Carparking Area	Third Column – Storage Area
1	E1	Not Applicable
2	E2	Not Applicable
3	E3	Not Applicable
4	E4	Not Applicable
5	E5	Not Applicable
6	E6	Not Applicable
7	E7	Not Applicable
8	E8	Not Applicable
9	E9	Not Applicable
10	E10	Not Applicable
11	E11	Not Applicable
12	E12	Not Applicable
13	E13	Not Applicable
14	E14	Not Applicable
15	E15	Not Applicable
16	E16	Not Applicable
17	E17	Not Applicable
18	E18	Not Applicable
19	E19	Not Applicable
20	E20	Not Applicable
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22	E22	Not Applicable
23	E23	Not Applicable
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28	E28	Not Applicable
29	E29	Not Applicable
30	E30	Not Applicable
31	E31	Not Applicable
32	E32	Not Applicable
33	E33	Not Applicable
34	E34	Not Applicable
35	E35	Not Applicable
36	E36	Not Applicable
37	E37	Not Applicable
38	E38	Not Applicable
39	E39	Not Applicable
40	E40	Not Applicable
41	E41	Not Applicable
42	E42	Not Applicable
43	E43	Not Applicable
44	E44	Not Applicable
45	E45	Not Applicable
46	E46	Not Applicable
47	E47	Not Applicable
48	E48	Not Applicable
49	E49	Not Applicable
50	E50	Not Applicable
51	E51	Not Applicable
52	E52	Not Applicable
53	E53	Not Applicable

Req:R778967 /Doc:DL AP203890 /Rev:21-Aug-2019 /NSW LRS /Pgs:ALL /Prt:03-May-2021 15:32 /Seq:19 of 29
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54	E54	Not Applicable
55	E55	Not Applicable
56	E56	Not Applicable
57	E57	Not Applicable
58	E58	Not Applicable
59	E59	Not Applicable
60	E60	Not Applicable
61	E61	Not Applicable
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104	E104	Not Applicable
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106	E106	Not Applicable
107	E107	Not Applicable
108	E108	Not Applicable
109	E109	Not Applicable
110	E110	Not Applicable

Req:R778967 /Doc:DL AP203890 /Rev:21-Aug-2019 /NSW LRS /Pgs:ALL /Prt:03-May-2021 15:32 /Seq:20 of 29
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111	E111	Not Applicable
112	E112	Not Applicable
113	E113	Not Applicable
114	E114	Not Applicable
115	E115	Not Applicable
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Req:R378808 /Doc:SP 0076024 D /Rev:30-Nov-2005 /Sts:SC.OK /Prt:30-Nov-2005 10:44 /Pgs:ALL /Seq:20 of 28
Ref:212075-150 CEH /Src:T

PLAN "A"

Exclusive Use Carparking Areas

SP76024

Req:R778967 /Doc:DL AP203890 /Rev:21-Aug-2019 /NSW LRS /Pgs:ALL /Prt:03-May-2021 15:32 /Seq:22 of 29
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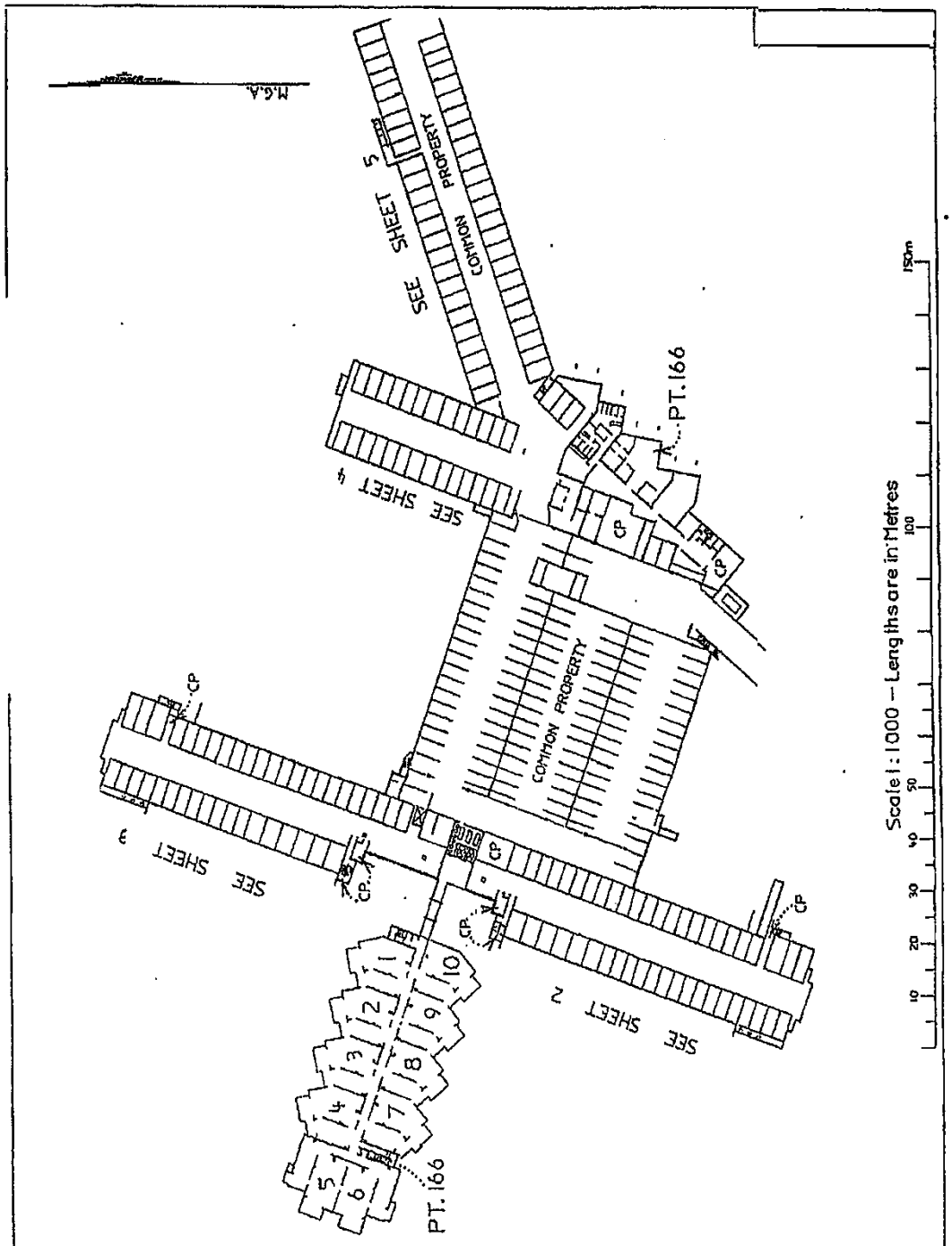

I, GEOFFREY JAMES THOMSON of MICHEL GROUP SERVICES PTY. LTD. a Surveyor Registered under the Surveyors Act, 2002 certify that the details shown on this sketch plan are correct.

Date 25/10/2005.

DATE	20/10/2005
JOB NO	8145
AUTOCAD	8145-54B
GEOCOMP	N/A
SURVEYED	RC
CHECKED	
OT	
PARISH OF	Cudgen
COUNTY OF	Rous
Scale	1:1000

Title Plan of Exclusive Use Areas on Lower Ground Level in the Common Property in SP76024

MICHEL GROUP SERVICES

3rd Level, 50 Cavill Avenue
Surfers Paradise
QLD Australia 4217
Telephone 07 5539 0244
Facsimile 07 5538 6117

REGISTERED QUEENSLAND NEW SOUTH WALES
LAND, ENGINEERING & GPS SURVEYING
HYDROGRAPHIC SURVEYING
TOWN PLANNING SERVICES

Email admin@michelservices.com.au
Web Site www.michelservices.com.au

Sheet	of	Reference #	
1	5	8145-54	B

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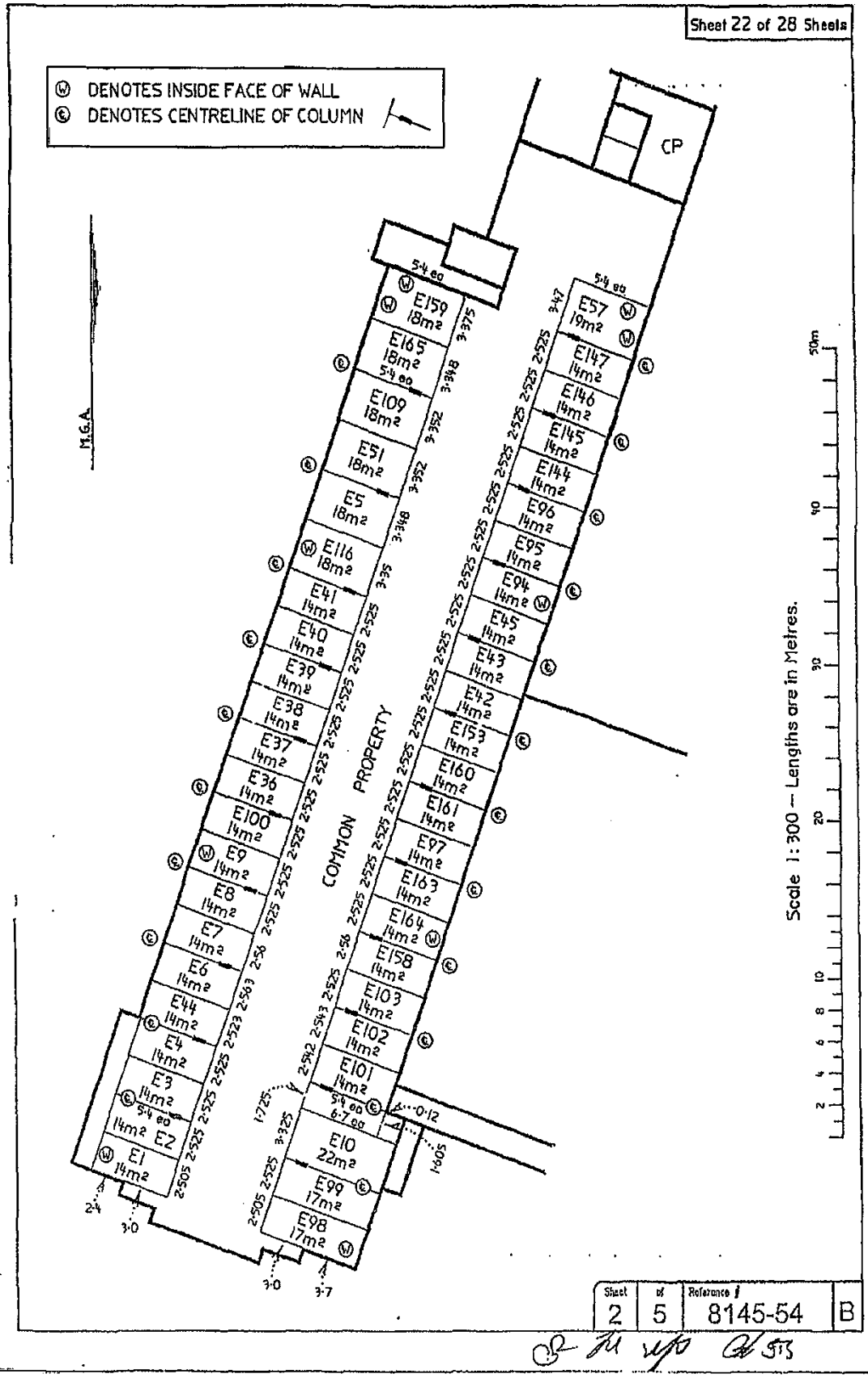

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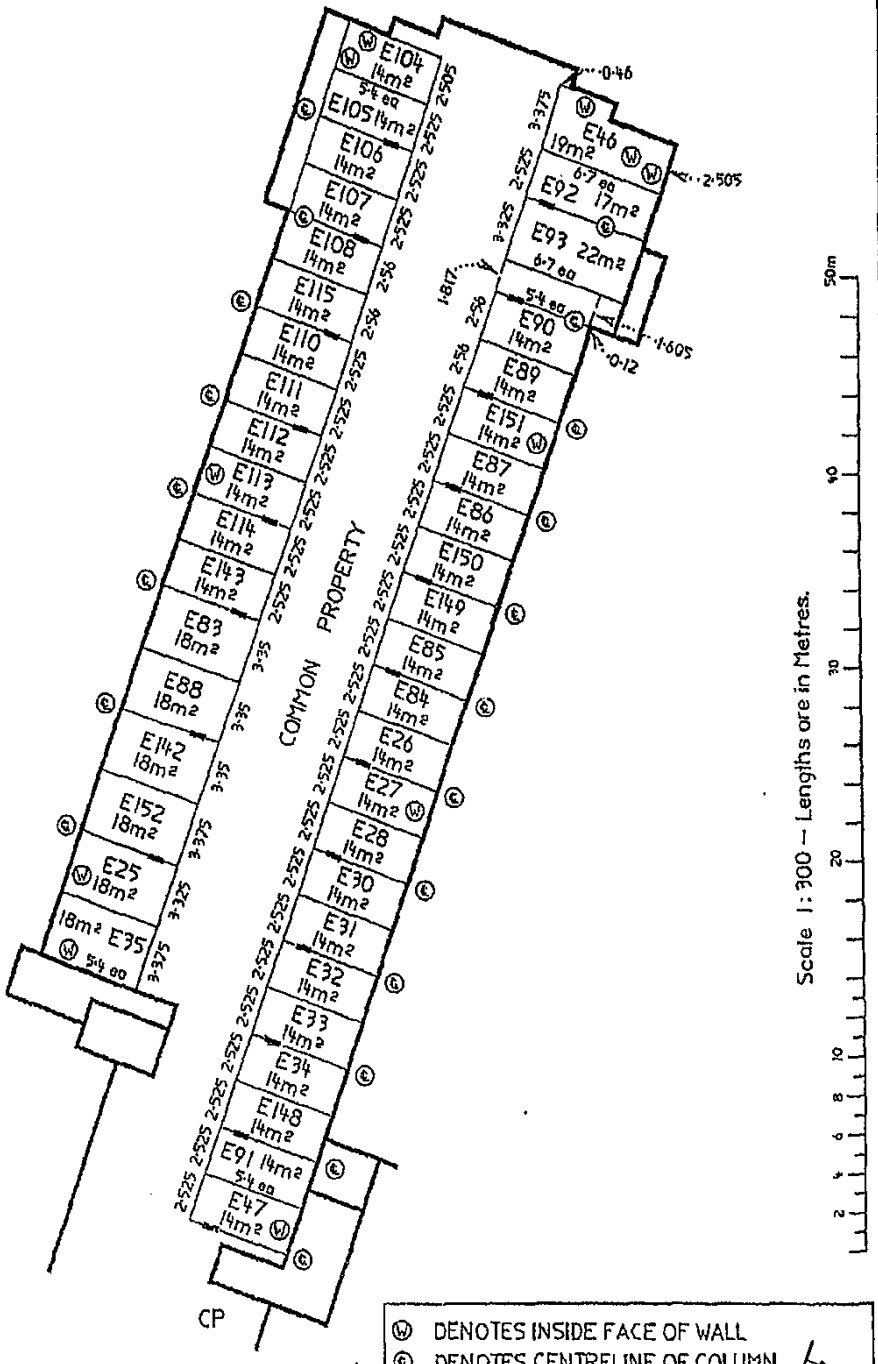

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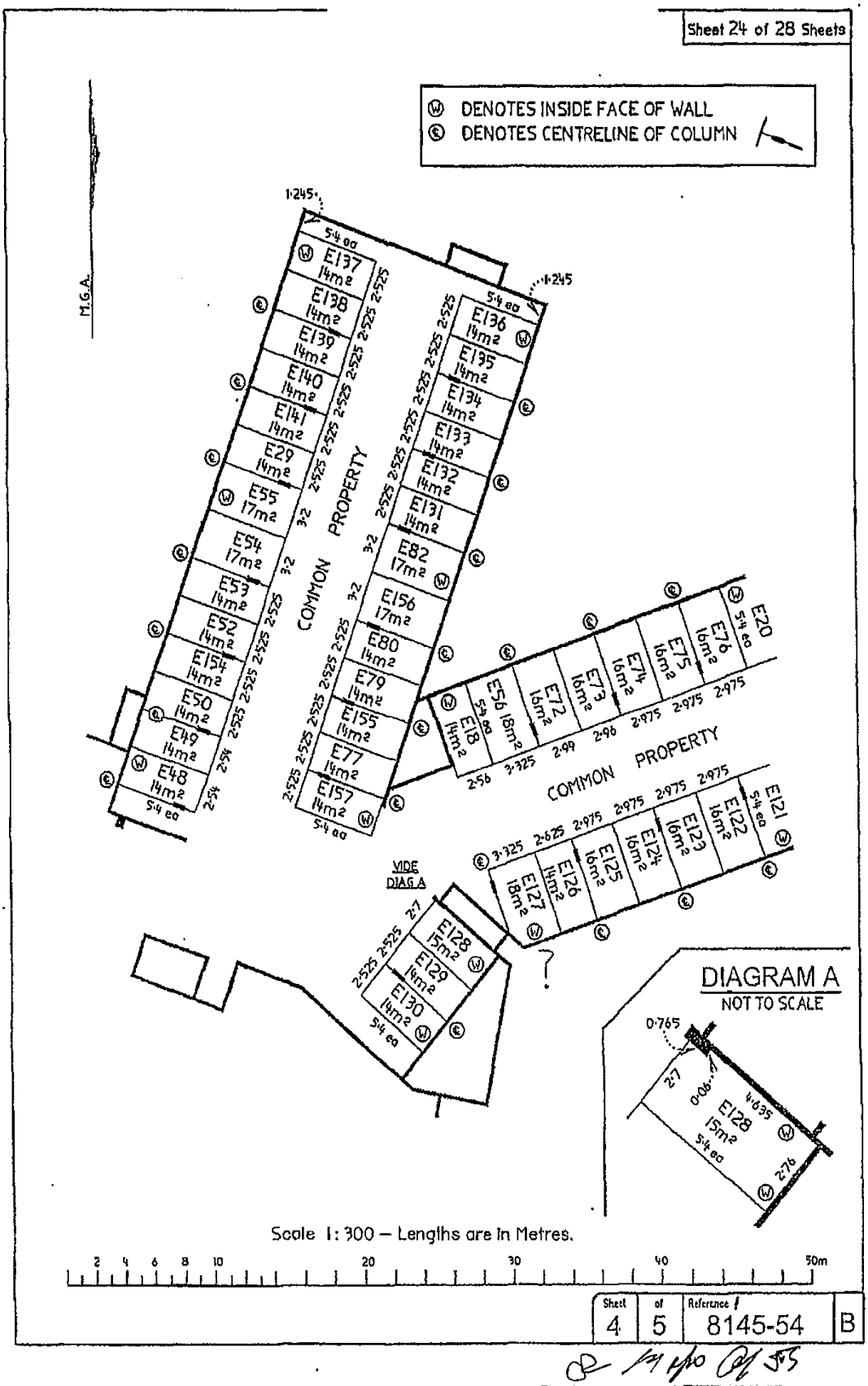

Sheet	of	Reference	
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Req:R778967 /Doc:DL AP203890 /Rev:21-Aug-2019 /NSW LRS /Pgs:ALL /Prt:03-May-2021 15:32 /Seq:26 of 29
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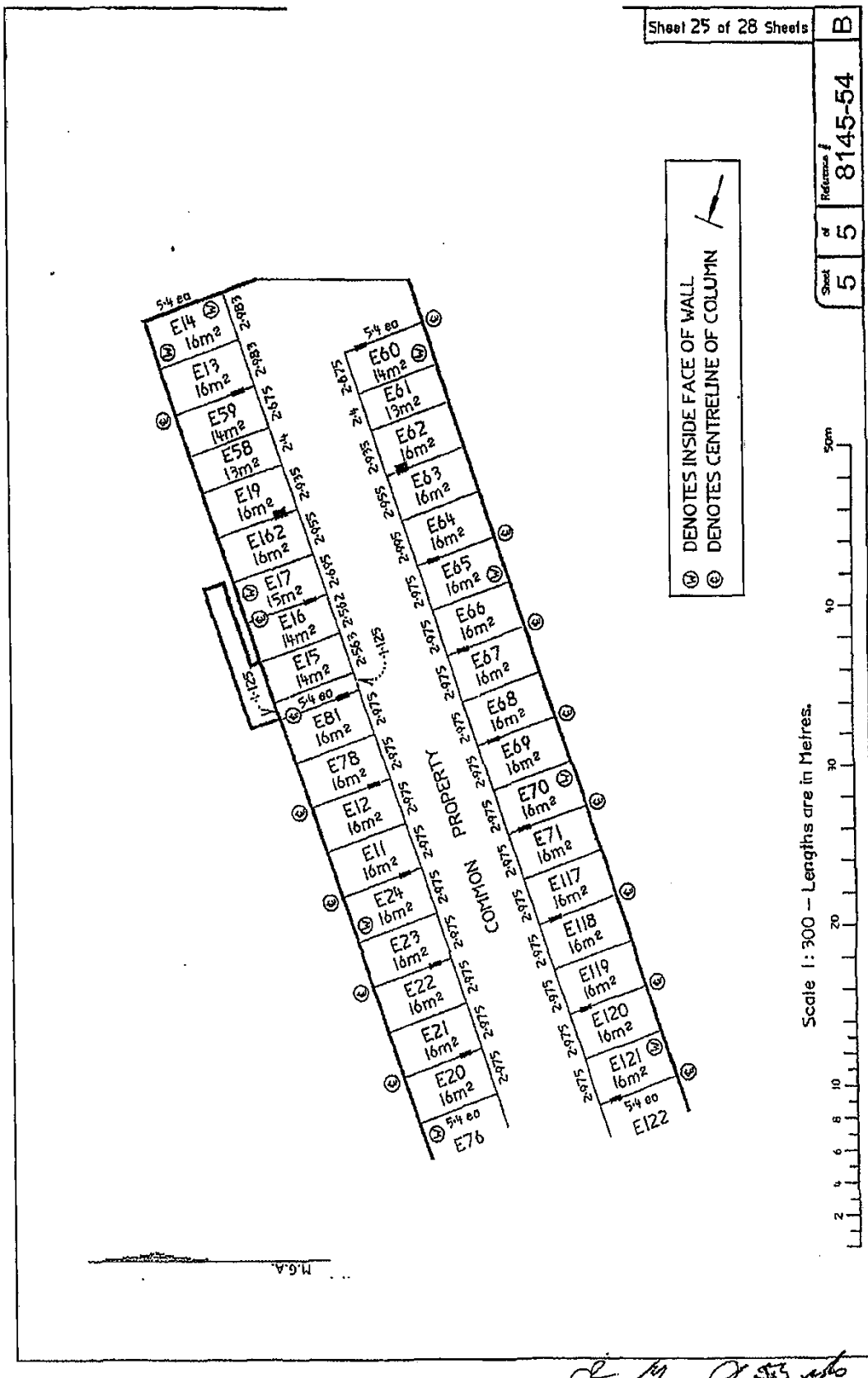

Req:R778967 /Doc:DL AP203890 /Rev:21-Aug-2019 /NSW LRS /Pgs:ALL /Prt:03-May-2021 15:32 /Seq:27 of 29
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PLAN "B"

Special Privilege Areas

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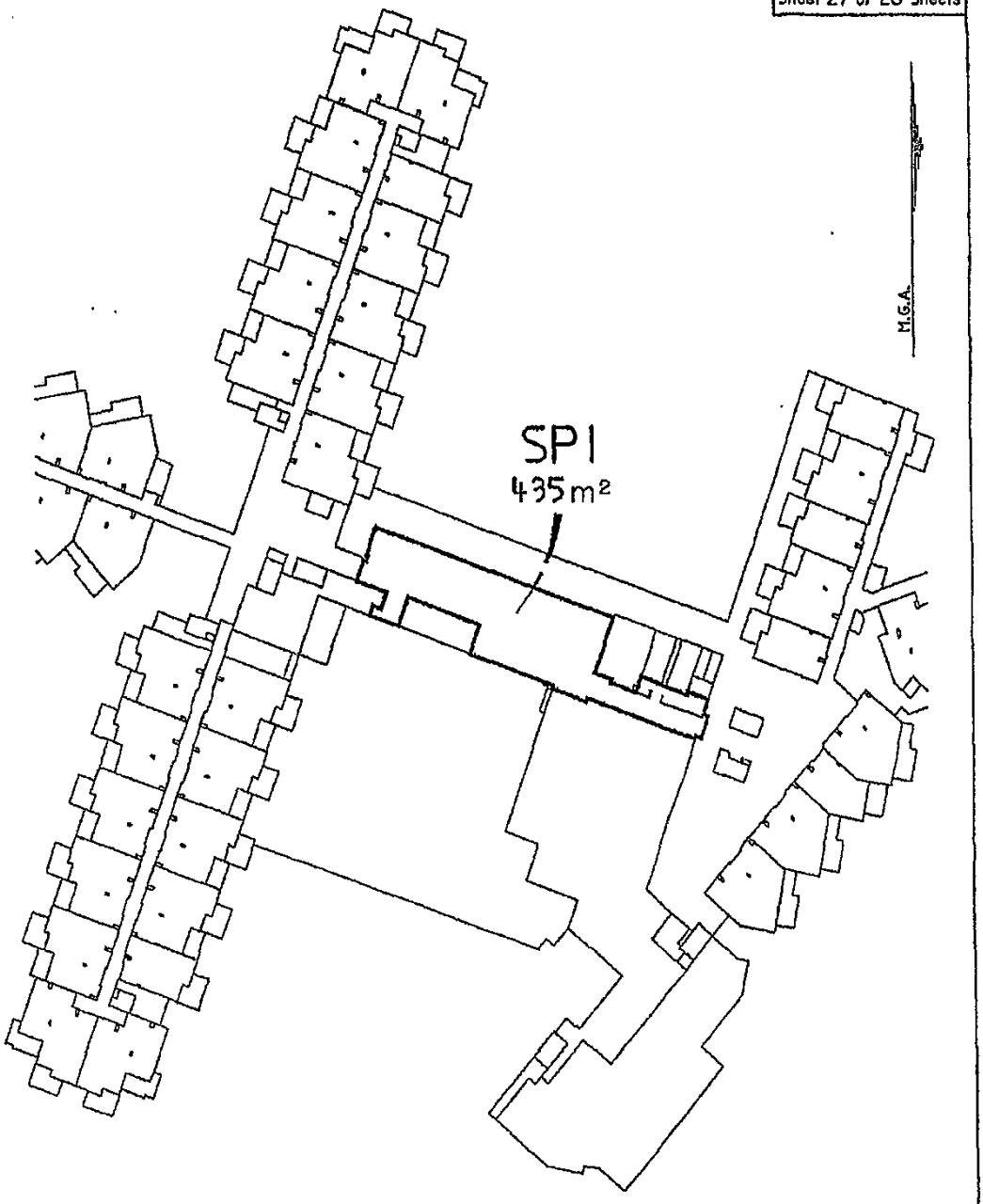

Scale 1:750 – Lengths are in Metres

10 20 30 40 50 100 130m

I, Geoffrey James Thomson of MICHEL GROUP SERVICES PTY. LTD. a Surveyor Registered under the Surveyors Act, 2002 certify that the details shown on this sketch plan are correct.

Date 25/10/2005.

DATE	25/10/2005
JOB NO	8145
AUTOCAD	8145-58B
GEOCOMP	
SURVEYED	
CHECKED	
QT	
PARISH OF	Cudgen
COUNTY OF	Rous
Scale	1:750

Title Plan of Special Privilege Areas on Upper Ground Level in the Common Property in SP76024

MICHEL GROUP SERVICES
A.C.N. 001 750 132
A.B.N. 55 811 801 338

3rd Level, 50 Cavill Avenue
Surfers Paradise
QLD Australia 4217
Telephone 07 5538 8244
Facsimile 07 5538 5117

REGISTERED QUEENSLAND NEW SOUTHWALES
LAND, ENGINEERING & GPS SURVEYING
HYDROGRAPHIC SURVEYING
TOWN PLANNING SERVICES

Email admin@michelservices.com.au
Web Site www.michelservices.com.au

Sheet	of	Reference #	
1	1	8145-58	B

Req:R778967 /Doc:DL AP203890 /Rev:21-Aug-2019 /NSW LRS /Pgs:ALL /Prt:03-May-2021 15:32 /Seq:29 of 29
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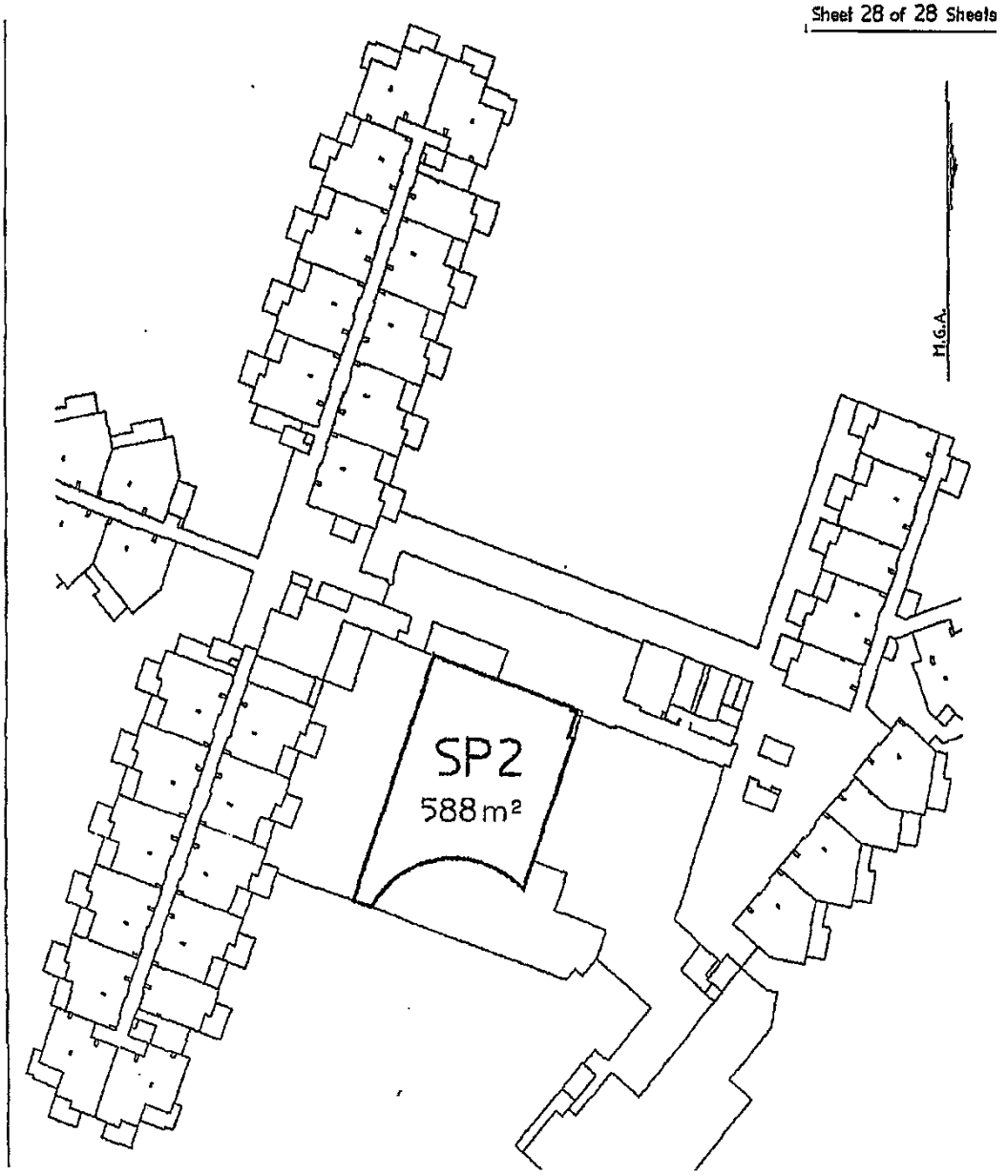


Scale 1: 750 – Lengths are in Metres

10 20 30 50 100 130m

J. Geoffrey James Thomson
of MICHEL GROUP SERVICES PTY. LTD. a Surveyor Registered under the Surveyors Act, 2002 certify that the details shown on this sketch plan are correct.

Date 25/10/2005.

DATE	25/10 2005
JOB NO	8145
AUTOCAD	8145-60B
GEOCOMP	
SURVEYED	
CHECKED	
OT	
PARISH OF	Cud en
COUNTY OF	Roue
Scale	1:750

Title Plan of Special Privilege Areas on Upper Ground Level in the Common Property in SP76024

MICHEL GROUP SERVICES
A.C.N. 005 719 132
A.B.N. 83 846 691 535

3rd Level, 30 Cavill Avenue
Surfers Paradise
QLD Australia 4217
Telephone 07 5539 0244
Facsimile 07 5538 6117

REGISTERED QUEENSLAND NEWSOUTHWALES
LAND, ENGINEERING & GPS SURVEYING
HYDROGRAPHIC SURVEYING
TOWN PLANNING SERVICES

Email admin@michelservices.com.au
Web Site www.michelservices.com.au

of Reference #
1 8145-60 B

Customer Service | 1300 292 872 | (02) 6670 2400
PO Box 816 Murwillumbah NSW 2484
Fax (02) 6670 2429 | ABN 90 178 732 496
tsc@tweed.nsw.gov.au | www.tweed.nsw.gov.au

TWEED SHIRE COUNCIL

Planning Certificate under Section 10.7

(formerly Section 149)

Environmental Planning and Assessment Act, 1979

Land No. 72028

Applicant: InfoTrack
GPO Box 4029
SYDNEY NSW 2000

Certificate No: ePlanCer21/1378
Date of Issue: 26/04/2021
Fee Paid: $53.00
Receipt No:

Your Reference:
eCustomer Reference: **20213627**
Property Description: Lot 125 SP 76024; No. 125/1-25 Bells Boulevard KINGSCLIFF

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

ITEM 1

Names of relevant planning instruments and DCPs

(1)	*The name of each environmental planning instrument that applies to the carrying out of development on the land.*
(2)	*The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).*
(3)	*The name of each development control plan that applies to the carrying out of development on the land.*
(4)	*In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.*

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 (Affordable Rental Housing) 2009

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

State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017

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

State Environmental Planning Policy (Integration and Repeals) 2016

State Environmental Planning Policy (Koala Habitat Protection) 2019

State Environmental Planning Policy (State Significant Precincts) 2005

State Environmental Planning Policy (Primary Production and Rural Development) 2019

State Environmental Planning Policy (Coastal Management) 2018

State Environmental Planning Policy No. 21 - Caravan Parks

State Environmental Planning Policy No. 33 - Hazardous and Offensive Development

State Environmental Planning Policy No. 36 - Manufactured Homes Estate

State Environmental Planning Policy No. 50 - Canal Estate Development

State Environmental Planning Policy No. 55 - Remediation of Land

State Environmental Planning Policy No. 64 - Advertising and Signage

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

State Environmental Planning Policy (Infrastructure) 2007

State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007

State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004

State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017

State Environmental Planning Policy (State and Regional Development) 2011

State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007

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 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 B9 - Tweed Coast Strategy

Section B26 - Kingscliff Locality Plan

ITEM 2

Zoning and land use under relevant LEPs

For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described):

(a) the identity of the zone, whether by reference to a name (such as "Residential Zone" or "Heritage Area") or by reference to a number (such as "Zone No 2 (a)"),

(b) the purposes for which the instrument provides that development may be carried out within the zone without the need for development consent,

(c) the purposes for which the instrument provides that development may not be carried out within the zone except with development consent,

(d) the purposes for which the instrument provides that development is prohibited within the zone,

(e) whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed,

(f) whether the land includes or comprises critical habitat,

(g) whether the land is in a conservation area (however described),

(h) whether an item of environmental heritage (however described) is situated on the land.

Item 2(a-d)

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

Zone SP3 Tourist

1 Objectives of zone

- To provide for a variety of tourist-oriented development and related uses.

2 Permitted without consent

Environmental facilities; Environmental protection works

3 Permitted with consent

Aquaculture; Biosolids treatment facilities; Boat launching ramps; Boat sheds; Camping grounds; Car parks; Caravan parks; Charter and tourism boating facilities; Community facilities; Eco-tourist facilities; Electricity generating works; Entertainment facilities; Flood mitigation works; Food and drink premises; Function centres; Helipads; Heliports; Information and education facilities; Jetties; Marinas; Mooring pens; Moorings; Passenger transport facilities; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Registered clubs; Research stations; Resource recovery facilities; Retail premises; Roads; Sewage treatment plants; Signage; Tourist and visitor accommodation; Waste disposal facilities; Water recreation structures; Water recycling facilities; Water supply systems

4 Prohibited

Cellar door premises; Garden centres; Hardware and building supplies; Landscaping material supplies; Plant nurseries; Roadside stalls; Rural supplies; Specialised retail premises; Timber yards; Vehicle sales or hire premises; Any other development not specified in item 2 or 3

[End of Zone SP3 Table]

Item 2(e) - Minimum Standards for the Erection of a Dwelling-House:

See relevant Tweed Local Environmental Plan(s) applicable to this land as referenced in Item 1(1) above.

Item 2(f) - Critical Habitat:

The subject land is not identified as including or comprising critical habitat as prescribed in the Biodiversity Conservation Act 2016 or (subject to section 5c) Part 7A of the Fisheries Management Act 1994.

Item 2(g) - Conservation Area:

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

Item 2(h) - 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

Complying Development

Extract from Clause 47 of the Environmental Planning and Assessment (Complying Development and Fire Safety) Regulation 2013 - Schedule 1 - Amendment of Environmental Planning and Assessment Regulation 2000

"Schedule 4 Planning certificates

(1) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

(2) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.

(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 restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land."

Subdivisions Code (Strata Subdivision)

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

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.

Commercial and Industrial Alterations Code

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

General Housing and Rural Housing Code

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

Housing Alterations Code and General Development Code

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

Commercial and Industrial (New Buildings and Additions) Code

Yes. Complying Development under the Commercial and Industrial (New Buildings and Additions) 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, however this restriction may not apply to all of the land.

EXPLANATORY NOTE FOR ITEM 3 COMPLYING DEVELOPMENT

Please note that Council has updated its Section 10.7(2) Planning Certificate information to reflect the statutory changes introduced by the NSW State Government relating to amendments to the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, via the Amendment (Commercial and Industrial Development and Other

Matters) 2013, and the Environmental Planning and Assessment Regulation 2000, via the Amendment (Complying Development and Fire Safety) 2013, which all take full effect from 22 February 2014.

To assist with the introduction of these SEPP amendments, the NSW Department of Planning and Infrastructure (DPI) has provided a series of information sheets on its web site www.planning.nsw.gov.au

The DPI also issued Circulars PS13-004 and PS13-005 on 23 December 2013 which explains what steps local councils need to undertake to implement the commencement of these new controls.

The DPI have stated the following rationale for the new Amendments:

> *"The amending Regulation makes important changes to the lodgement and determination of applications for a complying development certificate (CDC). This includes new requirements to provide advice and notification of complying development to neighbours. There are also additional requirements for information to be lodged with an application for a CDC and for conditions to be imposed on a CDC approval.*
>
> *The SEPP has been amended to include new complying development codes, development standards and other requirements. These amendments will require changes to the information provided in section 10.7 planning certificates. The new development types also include a number of prerequisites for certain proposals to be complying development. These and other related matters are specified in the Regulation."*

It is strongly suggested that you review this information before proceeding with the lodgement of a Complying Development Certificate application to either Council or a private certifier.

For any further clarification of these matters, please contact Council's Development Assessment or Building Units.

ITEM 4 - REPEALED

ITEM 4A - REPEALED

ITEM 4B

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

In relation to a coastal council - whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

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 the commencement of section 553B of the Local Government Act 1993.

No

ITEM 5

Mine Subsidence:

Whether or not the land is proclaimed to be a mine subsidence district within the meaning of the Coal Mine Subsidence Compensation Act 2017.

No

ITEM 6

Road Widening and Road Realignment:

Whether or not the land is affected by any road widening or road realignment under:

(a) Division 2 of Part 3 of the Roads Act 1993 , or

(b) any environmental planning instrument, or

(c) any resolution of the council.

Item 6(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 7

Council and other public authority policies on hazard risk restrictions

Whether or not the land is affected by a policy:

(a) adopted by the council, or

(b) adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council,

that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).

Item 7(a-b)

Land Slip:

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

Bushfire:

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

Tidal Inundation:

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

Subsidence:

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

Acid Sulfate Soils:

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

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.

- ***Contamination:***

  Council has not 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.

ITEM 7A

Flood related development controls information

(1)	*Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls.*
(2)	*Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.*
(3)	*Words and expressions in this clause have the same meanings as in the instrument.*

Item 7A(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 subject land is not affected by any flooding under Council's Development Control Plan A3 – Development of Flood Liable Land.

ITEM 8

Land Reserved for Acquisition:

Whether or not any environmental planning instrument or proposed environmental planning instrument, referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

The subject land is not identified as being subject to acquisition by a public authority (as referred to in section 27 of the EP&A Act 1979) under the provisions of any environmental planning instrument deemed or draft environmental planning instrument.

ITEM 9

Contributions Plans:

The name of each contributions plan applying to the land.

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 15 - Developer Contributions for Community Facilities

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

Section 94 Plan No 22 - Cycleways

Section 94 Plan No 25 - SALT Open Space and Associated Car Parking

Section 94 Plan No 26 - Shirewide/Regional Open Space

ITEM 9A

Biodiversity Certified Land:

If the land is biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016, a statement to that effect.

Note. *Biodiversity certified land includes land certified under Part 7AA of the Threatened Species Conservation Act 1995 that is taken to be certified under Part 8 of the Biodiversity Conservation Act 2016.*

Council has not received any biodiversity certifications.

ITEM 10

Biodiversity Stewardship Sites:

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage).

Note. *Biodiversity stewardship agreements include biobanking agreements under Part 7A of the Threatened Species Conservation Act 1995 that are taken to be biodiversity stewardship agreements under Part 5 of the Biodiversity Conservation Act 2016.*

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 10A

Native Vegetation Clearing Set Asides

If the land contains a set aside area under section 60ZC of the Local Land Services Act 2013, a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section).

Council has not been notified of the existence of a set aside area.

ITEM 11

Bush Fire Prone Land

If any of the land is bush fire prone land (as defined in the Act), a statement that all or, as the case may be, some of the land is bush fire prone land.

If none of the land is bush fire prone land, a statement to that effect.

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

ITEM 12

Property Vegetation Plans

If the land is land to which a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 (and that continues in force) applies, 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 13

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 14

Directions under Part 3A

If there is a direction by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect, a statement to that effect identifying the provision that does not have effect.

There are no Directions under Part 3A affecting this land.

ITEM 15

Site compatibility certificates and conditions for seniors housing

If the land is land to which State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 applies:

(a) a statement of whether there is a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:

(i) the period for which the certificate is current, and

(ii) that a copy may be obtained from the head office of the Department, and

(b) a statement setting out any terms of a kind referred to in clause 18 (2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.

There are no site compatibility certificates and conditions affecting seniors housing on the land.

ITEM 16

Site compatibility certificates for infrastructure, schools or TAFE establishments

A statement of whether there is a valid site compatibility certificate (infrastructure), or site compatibility certificate (schools or TAFE establishments), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:

(a) the period for which the certificate is valid, and

(b) that a copy may be obtained from the head office of the Department

There are no site compatibility certificates for infrastructure on the land.

ITEM 17

Site compatibility certificates and conditions for affordable rental housing

(1) A statement of whether there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:

(a) the period for which the certificate is current, and

(b) that a copy may be obtained from the head office of the Department.

(2) A statement setting out any terms of a kind referred to in clause 17 (1) or 38 (1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 that have been imposed as a condition of consent to a development application in respect of the land.

There are no site compatibility certificates and conditions for affordable rental housing on the land.

ITEM 18

Paper subdivision information

(1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.

(2) The date of any subdivision order that applies to the land.

(3) Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.

There is no paper subdivision information relating to this land.

ITEM 19

Site verification certificates

A statement of whether there is a current site verification certificate, of which the council is aware, in respect of the land, if there is a certificate, the statement is to include:

(a) the matter certified by the certificate, and

Note. *A site verification certificate sets out the Secretary's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land - see Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries 2007.*

(b) the date on which the certificate ceases to be current (if any), and

(c) that a copy may be obtained from the head office of the Department.

There are no site verification certificates relating to this land.

ITEM 20

Loose-fill asbestos insulation

If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act 1989) that are listed on the register that is required to be maintained under that Division, a statement to that effect.

The land is not affected or listed on the register.

ITEM 21

Affected building notices and building product rectification orders

(1) A statement of whether there is any affected building notice of which the council is aware that is in force in respect of the land.

(2) A statement of:

(a) whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and

(b) whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.

(3) In this clause:

affected building notice *has the same meaning as in Part 4 of the Building Products (Safety) Act 2017.*

building product rectification order *has the same meaning as in the Building Products (Safety) Act 2017.*

The land is not affected by any building notice.

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 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 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 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 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 2000.*

Information provided under Section 10.7(2) is in accordance with the matters prescribed under Schedule 4 of the Environmental Planning and Assessment Regulation 2000.

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 would provide advice on the following additional matters:

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

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

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

TROY GREEN
GENERAL MANAGER

Per ……..

Council Reference: **DD21/0911**
eCustomer Reference: 20213627

TWEED SHIRE COUNCIL

26 April 2021

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

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

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

Please address all communications to the General Manager

ABN: 90 178 732 496

InfoTrack
GPO Box 4029
SYDNEY NSW 2000

Dear Sir/Madam

Sewer Diagram
Lot 125 SP 76024; No. 125/1-25 Bells Boulevard KINGSCLIFF

The sewer detail shown identifies the location of Council's sewer main connection point servicing this property.

Sewer drainage lines located within the allotment and servicing the individual buildings are privately owned and controlled by the Body Corporate.

Reference should be made to the Developer/Subdivider for details relating to these drainage lines.

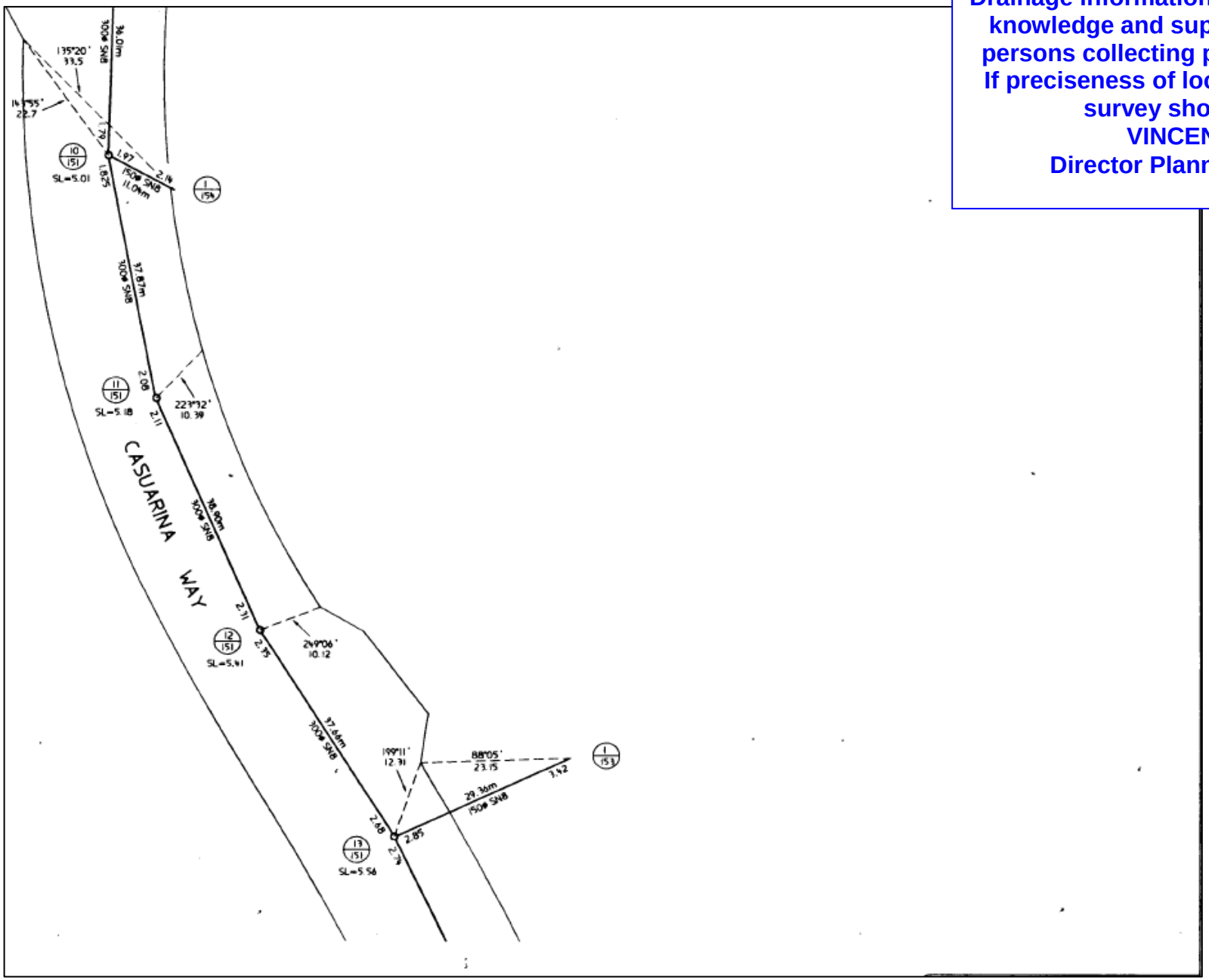
For further information regarding this matter please contact Council's Building and Environmental Health Unit.

Yours faithfully

Denise Galle
MANAGER BUILDING AND ENVIRONMENTAL HEALTH

Enclosure

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



TWEED SHIRE COUNCIL

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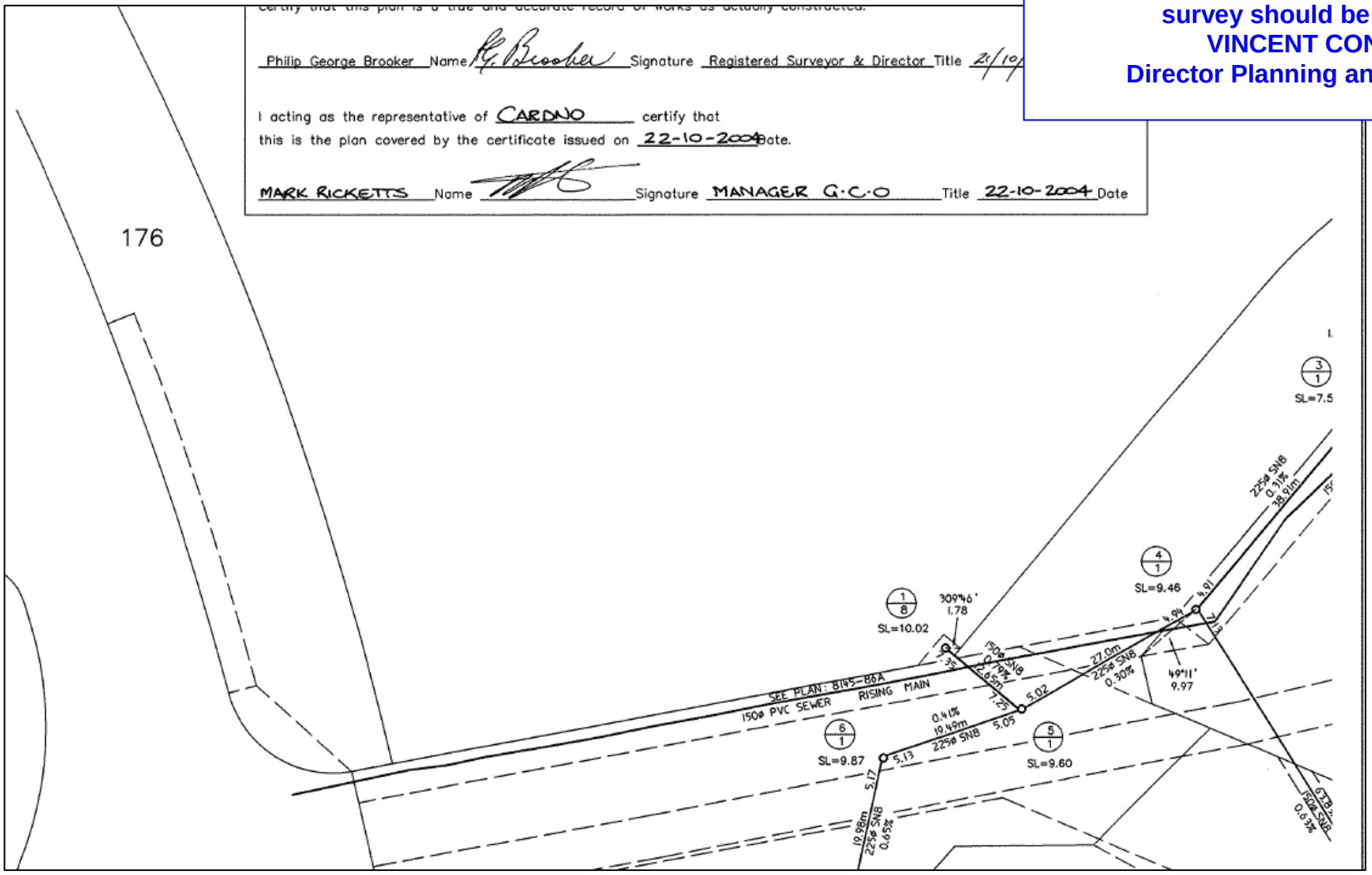
VINCENT CONNELL
Director Planning and Regulation

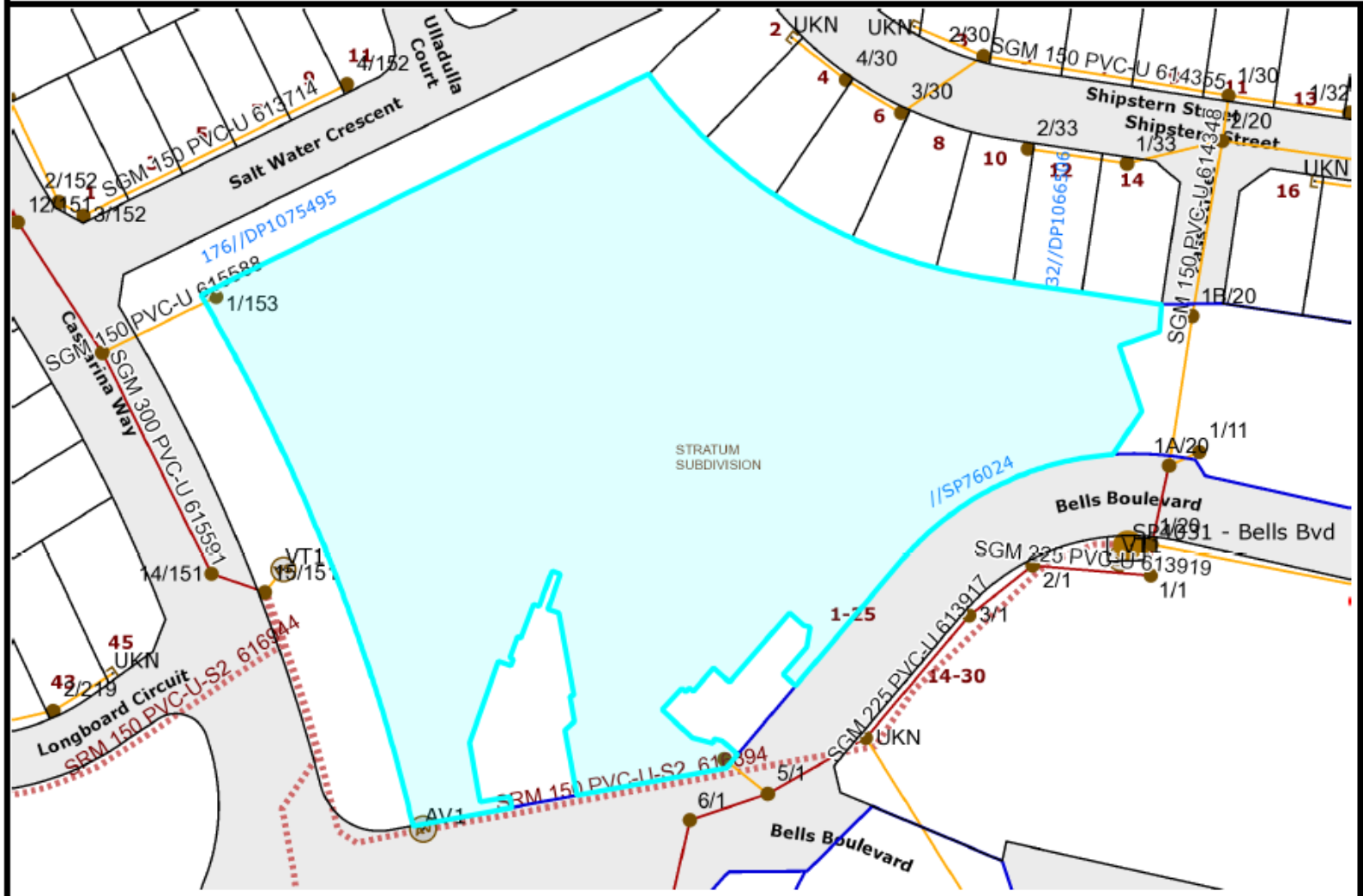


Sewer Network Report

Lot & DP: //76024

Owners: The Owners Strata Plan 76024

Land No: 80856



Sewer Node

- Air Vac Release
- Bypass Kit
- Boundary Kit
- End Cap
- Flushing Point
- Open Valve
- Public Manhole
- Private Property Pump
- Public Property Pump
- Pump Station Public
- Pump Station Private
- SRM Manhole
- Metering Point
- Emergency Storage Tanks
- Rodding Eye
- Scour Valve
- Lamphole
- Vacuum Chamber
- Vent Stack
- Reducer

Sewer Vacuum Mains

- Pipe Diameter 0 - 100mm
- Pipe Diameter 110 - 160mm
- Sewer Rising Mains Location

Sewer Gravity Mains Location

- 0 - 200
- 225 - 600
- 700 - 900
- Sewer Service Connection
- Sewer DSP
- Sewer Basin

Civic and Cultural Centre
3 Tumbulgum Road
(PO Box 816)
Murwillumbah NSW 2484

T | (02) 6670 2400 | 1300 292 872 F | (02) 6670 2429
W | www.tweed.nsw.gov.au

1:1,500

60 Metres

26/04/2021 8:41 am

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