

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 85933457	NSW DAN:
vendor's agent	Ray Real Estate Shop 5A 482 Casuarina Way CASUARINA NSW 2487		Phone: 02 6674 3444 Fax: Ref:
co-agent			
vendor	Benjamin John Marland 27 Wardie Street SOUTH FREMANTLE WA 6162		
vendor's solicitor	Flood Legal Suite 4 11-13 Pearl Street KINGSCLIFF NSW 2487		Phone: 02 6674 5118 Fax: 02 6674 5056 Ref: 2021462
date for completion	42 days after the contract date	(clause 15)	Email: melissa.cole@floodlegal.com.au
land	2/ 62 SAILFISH WAY KINGSCLIFF 2487 (Address, plan details and title reference) Lot 2 in Strata Plan 90297 2/SP90297		
improvements	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> Subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:		
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

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

inclusions	<input checked="" type="checkbox"/> blinds <input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input type="checkbox"/> pool equipment <input checked="" type="checkbox"/> clothes line <input checked="" type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> TV antenna <input checked="" type="checkbox"/> curtains <input type="checkbox"/> other:
exclusions	
purchaser	
purchaser's solicitor	Phone: Fax: Ref: Email:
price	\$
deposit	\$
balance	\$
contract date	(10% of the price, unless otherwise stated) (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

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):

List of Documents

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

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

Before purchasing land that includes 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.

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.

WARNINGS

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

APA Group Australian Taxation Office Council County Council Department of Planning, Industry and Environment Department of Primary Industries Electricity and gas Land & Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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If you think that any of these matters affects the property, tell your solicitor.
2. **A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.**
3. **If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.**
4. **If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.**
5. **The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.**
6. **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.**

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 –

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> <i>solicitor</i> or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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.

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

- 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.

7 Claims by purchaser

Normally, the purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

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

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.
- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *servicing* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;

- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

- 13.8.1 this sale is not a taxable supply in full; or
 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the 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.

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

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 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 *servicing* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 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;

- 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.

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.
- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- 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 –

- 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

- 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*.

- 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*;

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

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*.

SPECIAL CONDITIONS

These are the special conditions to the contract for the sale of land

BETWEEN Benjamin John Marland of 27 Wardie Street, South Fremantle,
Western Australia (**Vendor**)

AND of (**Purchaser**)

1. Notice to complete

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

2. Death or incapacity

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

3. Purchaser acknowledgements

The purchaser acknowledges that they are purchasing the property:

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

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

4. Late completion

In the event that completion is not effected on the nominated day due to the purchaser's default, the purchaser shall pay to the vendor on completion, in addition to the balance of the purchase price, 10% interest per annum calculated daily on the balance of the purchase price from the date nominated for completion until and including the actual day of completion, provided always that there shall be an abatement of interest during any time that the purchaser is ready, willing and able to complete and the vendor is not.

5. Agent

The purchaser warrants that they were not introduced to the vendor or the property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than the vendors agent, if any, referred to in this contract, and the purchaser agrees that they will at all times indemnify and keep indemnified the vendor from and against any claim whatsoever for commission, which may be made by any real estate agent or other person arising out of or in connection with the purchasers breach of this warranty, and it is hereby agreed and declared that this clause shall not merge in the transfer upon completion, or be extinguished by completion of this contract, and shall continue in full force, and effect, not withstanding completion.

6. Smoke alarms

The property has smoke alarms installed.

7. Swimming pool

The property does not have a swimming pool.

8. Deposit bond

- (a) The word bond means the deposit bond issued to the vendor at the request of the purchaser by the bond provider.
 - (b) Subject to the following clauses the delivery of the bond on exchange to the person nominated in this contract to hold the deposit or the vendor's solicitor will be deemed to be payment of the deposit in accordance with this contract.
 - (c) The purchaser must pay the amount stipulated in the bond to the vendor in cash or by unendorsed bank cheque on completion or at such other time as may be provided for the deposit to be accounted to the vendor.
 - (d) If the vendor serves on the purchaser a written notice claiming to forfeit the deposit then to the extent that the amount has not already been paid by the bond provider under the bond, the purchaser must immediately pay the
-

deposit or so much of the deposit as has not been paid to the person nominated in this contract to hold the deposit.

9. Electronic settlement

- (a) The parties agree to settle this sale electronically in accordance and compliance with the Electronic Conveyancing National Law.
 - (b) The provisions of this contract continue to apply as modified by the electronic settlement procedures unless for any reason a party notifies the other in writing that settlement can no longer be conducted electronically at which time the matter will proceed as a paper settlement. In this event any disbursements incurred will be shared equally by the parties and adjusted at settlement but each party shall pay their own costs.
 - (c) Within 7 days of exchange the vendor will open and populate the electronic workspace, including the date and time of settlement and invite the purchaser and any discharging mortgagee to join, failing which the purchaser may do so.
 - (d) Within 7 days of receipt of the invitation the purchaser must join and create an electronic transfer and invite any incoming mortgagee to join.
 - (e) Settlement takes place when the financial settlement takes place.
 - (f) Anything that cannot be delivered electronically must be given to the relevant party immediately following settlement.
 - (g) If time is of the essence of the transaction and settlement fails to proceed due to a system failure then neither party will be in default. If electronic settlement cannot be re-established the next working day the parties must settle in the usual non-electronic manner as soon as possible but no later than 3 working days after the initial electronic failure unless otherwise agreed.
 - (h) Any notice served on a party in the electronic workspace must also be served in accordance with the condition of this contract relating to service of notices.
-



LAND REGISTRY SERVICES Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 2/SP90297

SEARCH DATE	TIME	EDITION NO	DATE
27/7/2021	11:52 AM	3	8/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO. CONTROL OF THE RIGHT TO DEAL IS HELD BY WESTPAC BANKING CORPORATION.

LAND

LOT 2 IN STRATA PLAN 90297 AT KINGSCLIFF LOCAL GOVERNMENT AREA TWEED

FIRST SCHEDULE

BENJAMIN JOHN MARLAND (T AJ201583)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP90297
- 2 AJ201584 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

2021462

PRINTED ON 27/7/2021

* 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.



**LAND
REGISTRY Title Search
SERVICES**



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP90297

SEARCH DATE	TIME	EDITION NO	DATE
27/7/2021	11:52 AM	1	22/9/2014

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 90297
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT KINGSCLIFF
LOCAL GOVERNMENT AREA TWEED
PARISH OF CUDGEN COUNTY OF ROUS
TITLE DIAGRAM SP90297

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 90297
ADDRESS FOR SERVICE OF DOCUMENTS:
363 CASUARINA WAY
KINGSCLIFF NSW 2487

SECOND SCHEDULE (9 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE RESIDENTIAL SCHEMES MODEL BY-LAWS CONTAINED IN THE STRATA SCHEMES MANAGEMENT REGULATION APPLICABLE AT THE DATE OF REGISTRATION OF THE SCHEME
KEEPING OF ANIMALS - OPTION B HAS BEEN ADOPTED
- 3 DP1162588 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (1) IN THE S. 88B INSTRUMENT
- 4 DP1162588 POSITIVE COVENANT REFERRED TO AND NUMBERED (2) IN THE S. 88B INSTRUMENT
- 5 DP1162588 EASEMENT TO DRAIN SEWAGE 3 & 3.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 DP1162588 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (7) IN THE S. 88B INSTRUMENT
- 7 DP1186189 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (2) IN THE S.88B INSTRUMENT
- 8 DP1186189 POSITIVE COVENANT REFERRED TO AND NUMBERED (3) IN THE S.88B INSTRUMENT
- 9 DP1186189 POSITIVE COVENANT REFERRED TO AND NUMBERED (4) IN THE S.88B INSTRUMENT

END OF PAGE 1 - CONTINUED OVER

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP90297

PAGE 2

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 2)

STRATA PLAN 90297

LOT	ENT	LOT	ENT
1	- 1	2	- 1

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

2021462

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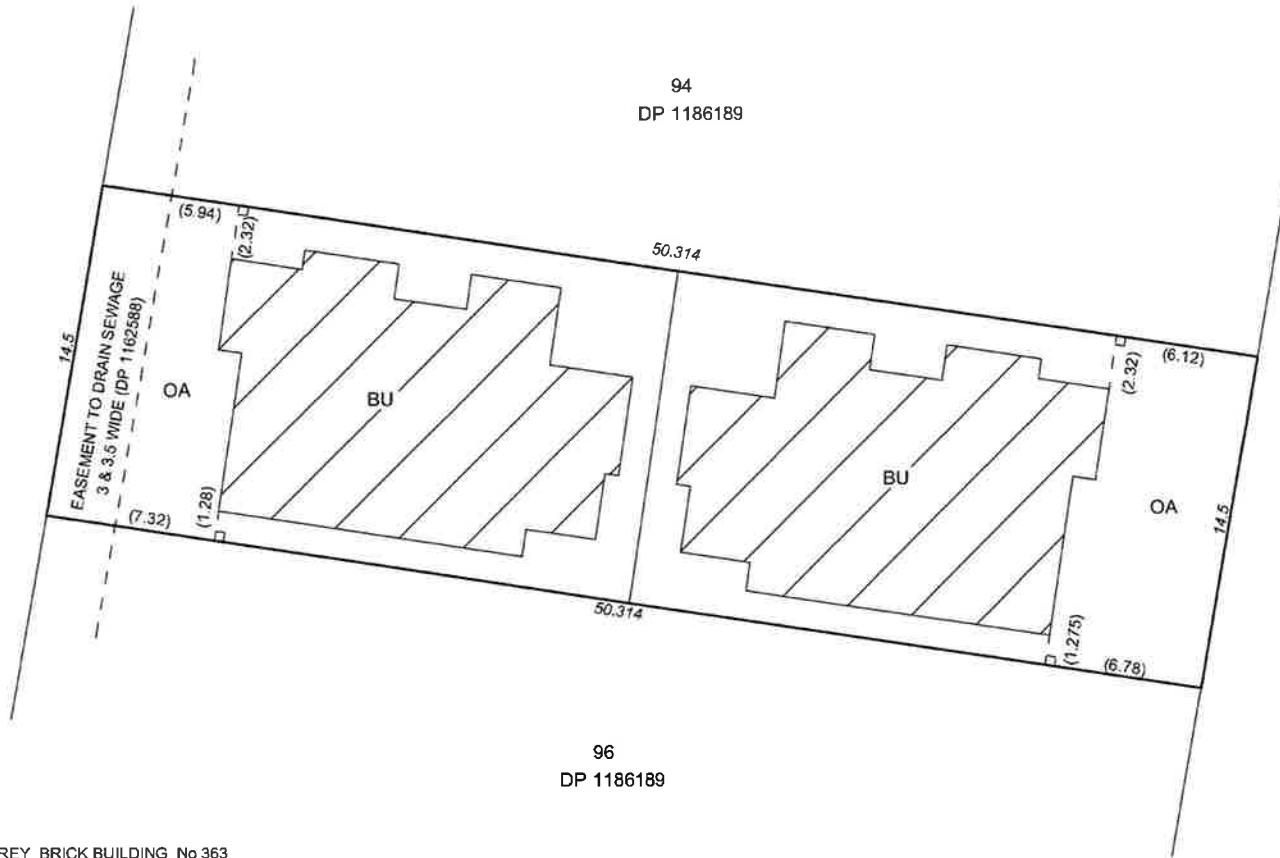
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Received: 27/07/2021 11:51:59

LOCATION PLAN

CASUARINA WAY

SAILFISH WAY



LEGEND

- BU SINGLE STOREY BRICK BUILDING No 363
- OA OUTDOOR AREA
- DENOTES RIGHT ANGLE

NOTES

- LINEAR MEASUREMENTS FROM WALLS (UNLESS OTHERWISE INDICATED) ARE -
- * FROM WALL CORNER OR WALL FACE AS INDICATED
- * ARE PERPENDICULAR TO THE FACE OF WALL

Surveyor:
ROBERT ANDREW HARRIES
Surveyors Ref: CASUARINA-L95
Subdivision No: SSC14/0015

Registered

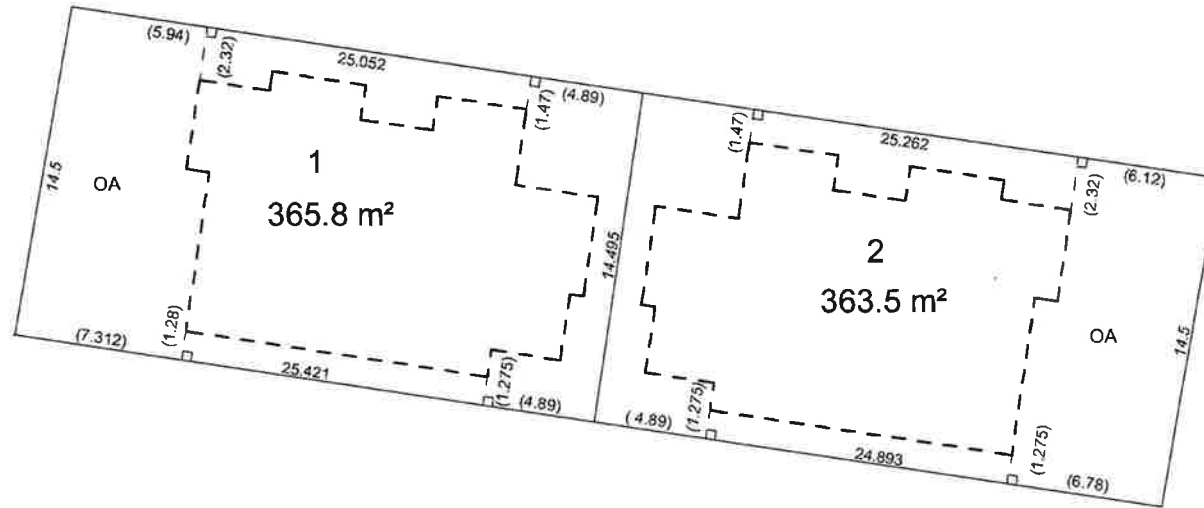


22.9.2014

SP90297

Reduction Ratio 1:200

FLOOR PLAN



NOTES

THE STRATUM OF LOTS 1 & 2 EXTENDS FROM 3 BELOW TO 12 ABOVE THE UPPER SURFACE OF THE GROUND FLOOR CONCRETE SLAB OF THE RESPECTIVE BUILDING WITHIN THE LOT.

THE WHOLE OF THE BUILDING AND ANY OTHER STRUCTURES WITHIN EACH LOT FORMS PART OF THAT LOT AND IS NOT COMMON PROPERTY UNLESS OTHERWISE STATED.

* ANY SERVICE LINE WITHIN ONE LOT SERVING ANOTHER LOT IS COMMON PROPERTY.

ALL AREAS ARE APPROXIMATE ONLY


LINEAR MEASUREMENTS FROM WALLS (UNLESS OTHERWISE INDICATED) ARE -

- * FROM WALL CORNER OR WALL FACE AS INDICATED
- * ARE PERPENDICULAR TO THE FACE OF WALL

LEGEND

- OA OUTDOOR AREA
- ⊥ DENOTES RIGHT ANGLE

Surveyor:
 ROBERT ANDREW HARRIES
 Surveyors Ref: CASUARINA-L95
 Subdivision No: SSC14/0015
 Reduction Ratio 1:200

Registered
 22.9.2014

SP90297

STRATA PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

Name of, and address for service of notices on, the Owners Corporation. (Address required on original strata plan only)


The Owners - Strata Plan No 90297

**363 CASUARINA WAY
KINGSCLIFF NSW 2487**

Office Use Only

SP90297

Office Use Only

Registered:  22.9.2014

Purpose: STRATA PLAN

**PLAN OF SUBDIVISION OF
LOT 95 IN DP 1186189**

The adopted by-laws for the scheme are:

*A ~~RESIDENTIAL~~ Model By-laws.

*together with, Keeping of animals: Option ~~W/B/S~~

*By-laws in ___ sheets filed with plan.

* strike out whichever is inapplicable

^ Insert the type to be adopted (Schedules 2 - 7 SSM Regulation 2010)

Strata Certificate (Approved Form 5)

(1) *The Council of **TWEED SHIRE**,
The Accredited Certifier
Accreditation No.
has made the required inspections and is satisfied that the requirements of:
*(a) Section 37 or 37A Strata Schemes (Freehold Development) Act 1973 and clause 29A Strata Schemes (Freehold Development) Regulation 2007,
*~~(b) Section 66 or 66A Strata Schemes (Leasehold Development) Act 1986 and clause 30A of the Strata Schemes (Leasehold Development) Regulation 2007.~~
have been complied with and approves of the proposed strata plan illustrated in the plan with this certificate.

~~*(2) 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.~~

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

*(4) The building encroaches on a public place and:
*(a) The Council does not object to the encroachment of the building beyond the alignment of
*(b) The Accredited Certifier is satisfied that the building complies with the relevant development consent which is in force and allows the encroachment.

*(5) This approval is given on the condition that lot(s) ^..... are created as utility lots in accordance with section 39 of the Strata Schemes (Freehold Development) Act 1973 or section 68 of the Strata Schemes (Leasehold Development) Act 1986.

Date: 19.8.14

Subdivision No. SSC14/0015

Relevant Development Consent No. DA14/0380

issued by TWEED SHIRE COUNCIL

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

LGA: **TWEED**

Locality: **KINGSCLIFF**

Parish: **CUDDEN**

County: **ROUS**

Surveyor's Certificate (Approved Form 3)

I, ROBERT ANDREW HARRIES
of **PO BOX 170 CABARITA BEACH NSW 2487**
a surveyor registered under the Surveying and Spatial Information Act, 2002, hereby certify that:

(1) Each applicable requirement of
* Schedule 1A of the Strata Schemes (Freehold Development) Act 1973 has been met
* ~~Schedule 1A of 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), and an appropriate easement has been created by ^..... to permit the encroachment to remain.~~

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

Signature: R.A. Harries
Date: 22/07/2014

* Strike through if inapplicable.
^ Insert the Deposited Plan Number or Dealing Number of the instrument that created the

* Strike through if inapplicable.
^ Insert lot numbers of proposed utility lots.

SURVEYOR'S REFERENCE: CASUARINA-L95

Use STRATA PLAN FORM 3A for additional certificates, signatures and seals

STRATA PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

PLAN OF SUBDIVISION OF

PLAN OF SUBDIVISION OF
LOT 95 IN DP 1186189

SP90297

Registered:



22.9.2014

* OFFICE USE ONLY

Strata Certificate Details: Subdivision No: SSC 14/0015 Date: 19.8.14

SCHEDULE OF UNIT ENTITLEMENT

LOT No	UNIT ENTITLEMENT
1	1
2	1
TOTAL 2	

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants
(if insufficient space use additional annexure sheet)

SURVEYOR'S REFERENCE : CASUARINA-L95

STRATA PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

PLAN OF SUBDIVISION OF
LOT 95 IN DP 1186189

SP90297

Registered:  22.9.2014

* OFFICE USE ONLY

Strata Certificate Details: Subdivision No: SSC14/0015 Date: 19.8.14

GREGORY STENHOUSE ^{SOLE} DIRECTOR - STENHOUSE DEVELOPMENTS PTY LTD.
G. Stenhouse - ACN - 125 433 525.

MALCOLM STENHOUSE ^{SOLE} DIRECTOR - MG CONSTRUCTIONS CO PTY LTD
M. Stenhouse - ACN - 117 140 520

SURVEYOR'S REFERENCE : CASUARINA-L95

SURVEYING REGULATION 2006: (CLAUSE 75(1)(b) AND 6(1)(2))						
M.G.A. CO-ORDINATES						
MARK	E	N	CLASS	ORDER	METHOD	ORIGIN
SSM122156	556930.337	6870750.212	A	1	FROM SCIMS	SCIMS
PM75896	556912.946	6871035.306	A	1	FROM SCIMS	SCIMS
SSM146034	556618.989	6871503.349	C	3	FROM SCIMS	SCIMS
SSM146035	556412.127	6871504.389	B	2	FROM SCIMS	SCIMS
SSM155188	556577.158	6871298.878	D	N/A	CAD. TRAV	FOUND
SSM155189	556550.706	6871143.009	D	N/A	CAD. TRAV	FOUND
SSM155190	556505.699	6870936.779	D	N/A	CAD. TRAV	FOUND
SSM155191	556381.242	6871169.290	D	N/A	CAD. TRAV	FOUND
SSM155192	556172.407	6870792.483	D	N/A	CAD. TRAV	PLACED
SSM167271	556275.468	6871348.888	D	N/A	CAD. TRAV	FOUND
SSM167272	556233.062	6871192.977	D	N/A	CAD. TRAV	FOUND
SSM167273	556201.933	6871006.439	D	N/A	CAD. TRAV	FOUND
SSM167274	556313.941	6871510.106	D	N/A	CAD. TRAV	FOUND

SOURCE: M.G.A. CO-ORDS ADOPTED FROM SCIMS 20-12-10
 COMBINED SCALE FACTOR 0.999638 ZONE 56.

CONNECTIONS

PM75896 - SSM146034
 33°10'47" 559.427 ME
 33°10'47" 559.422 MGA GROUND

SSM146034 - SSM122156
 200°58'15" 806.861 ME
 200°58'13" 806.850 MGA GROUND


SSM122156 - PM75896
 356°30'38" 285.732 ME
 356°30'33" 285.727 MGA GROUND

PM75896 - SSM155191
 27°00'35" 150.442

SSM155190 - PM75896
 297°04'27" 216.555



Reg: R246135 / Doc: DP 1162588 P / Rev: 28-Jul-2011 / NSW LRS / Pgs: ALL / Prt: 27-Jul-2021 11:56 / Bq: 1 of 27
 © Office of the Registrar-General / Sys: INFORACK / Ref: 2021462

Surveyor: TIMOTHY JOSEPH REIN Date of Survey: 2/2/2011 Surveyor's Ref: M05506/18282C *2010M7100(1486) Additional Sheets*	PLAN OF SUBDIVISION OF LOTS 44, 60, 61, 69-83, 85-120, 122-137, 144, 161 & 170-204 IN DP1145386 AND LOT 1971 IN DP133919, AND EASEMENT TO DRAIN SEWAGE WITHIN LOTS 1-15, 17-25, 35-43, 45-52, 54-59, 62-68, 138-143, 145-151, 153-160 & 162-169 IN DP1145386	LGA: TWEED SHIRE Locality: KINGSCLIFF Subdivision No: SC11/0020, SC11/0021 5-7-2011 Lengths are in metres. Reduction Ratio 1:2500	Registered  28.07.2011	DP1162588
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PLAN FORM 2 (A2)

DP1162588

WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

Sheet 2 of 6 sheets



CURVED BOUNDARIES

LINE	CHORD BEARING	CHORD	ARC	RAADIUS
1	324° 21' 30"	8.595	5.0	9.581
2	54° 32' 30"	8.377	9.272	5.0
3	144° 22' 30"	8.592	9.577	6.0
4	234° 22' 30"	8.377	9.272	6.0
18	324° 22' 30"	8.592	9.577	6.0

DEMONSTRATES REG FD

DATE	BY	REMARKS
2/2/2011	THOMTY JOSEPH BEN	PLAN OF SUBDIVISION OF LOTS 44, 50, 51, 69-83, 85-120, 122-137, 144, 161 & 170-204 IN DP1145386 AND LOT 1971 IN DP133819 AND EASEMENT TO DRAIN SEAWARD WITHIN LOTS 1-5, 17-25, 33-43, 45-52, 54-59, 61-68, 70-75, 77-84, 86-93, 95-101, 103-110, 112-119, 121-128, 130-137, 139-145, 147-151, 153-160 & 162-169 IN DP1162588

DEMONSTRATES PUBLIC RESERVE

DATE	BY	REMARKS
2/2/2011	THOMTY JOSEPH BEN	PLAN OF SUBDIVISION OF LOTS 44, 50, 51, 69-83, 85-120, 122-137, 144, 161 & 170-204 IN DP1145386 AND LOT 1971 IN DP133819 AND EASEMENT TO DRAIN SEAWARD WITHIN LOTS 1-5, 17-25, 33-43, 45-52, 54-59, 61-68, 70-75, 77-84, 86-93, 95-101, 103-110, 112-119, 121-128, 130-137, 139-145, 147-151, 153-160 & 162-169 IN DP1162588

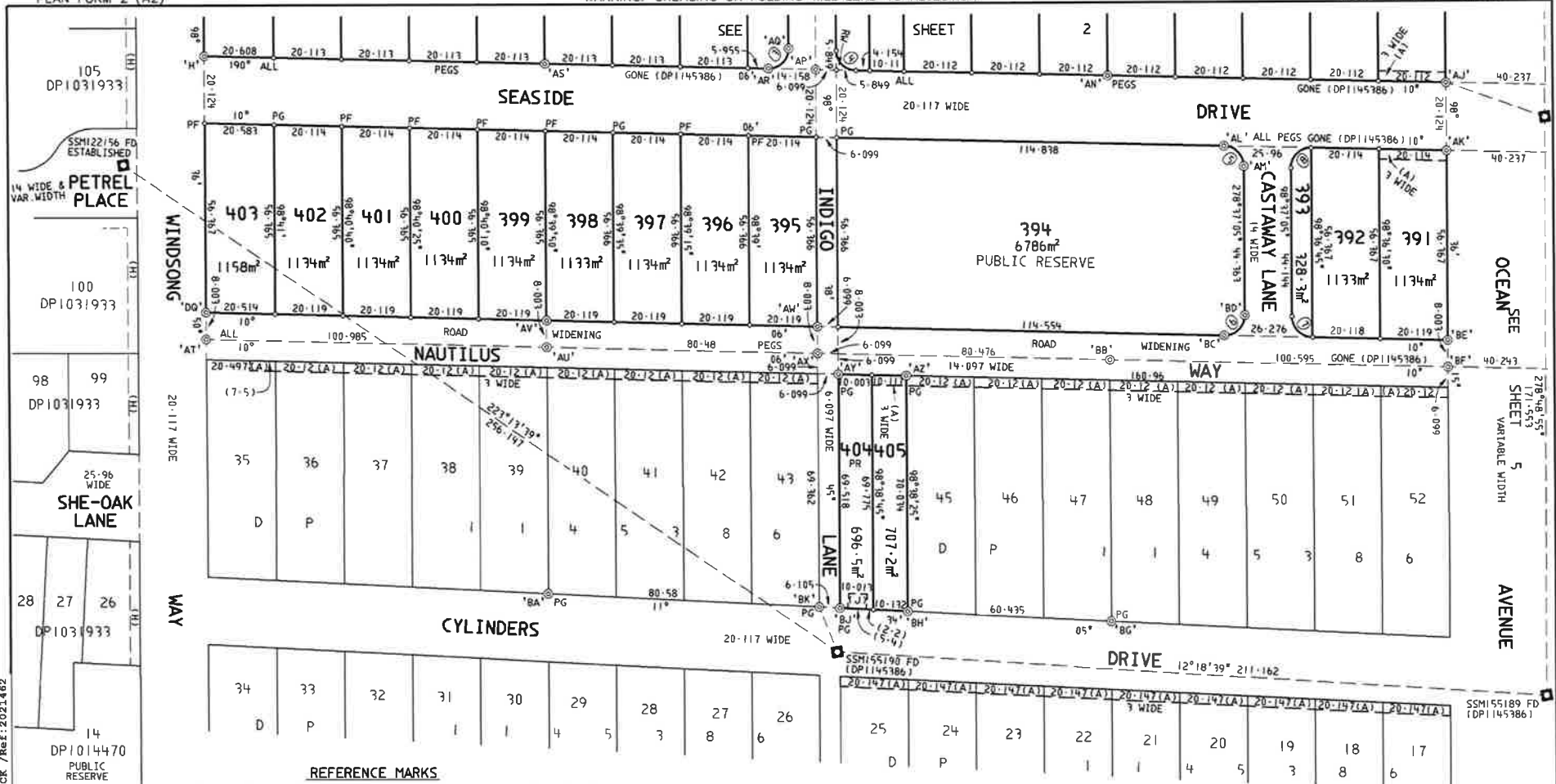
DEMONSTRATES ROAD WIDENING

DATE	BY	REMARKS
2/2/2011	THOMTY JOSEPH BEN	PLAN OF SUBDIVISION OF LOTS 44, 50, 51, 69-83, 85-120, 122-137, 144, 161 & 170-204 IN DP1145386 AND LOT 1971 IN DP133819 AND EASEMENT TO DRAIN SEAWARD WITHIN LOTS 1-5, 17-25, 33-43, 45-52, 54-59, 61-68, 70-75, 77-84, 86-93, 95-101, 103-110, 112-119, 121-128, 130-137, 139-145, 147-151, 153-160 & 162-169 IN DP1162588

DEMONSTRATES ROAD WIDENING

DATE	BY	REMARKS
2/2/2011	THOMTY JOSEPH BEN	PLAN OF SUBDIVISION OF LOTS 44, 50, 51, 69-83, 85-120, 122-137, 144, 161 & 170-204 IN DP1145386 AND LOT 1971 IN DP133819 AND EASEMENT TO DRAIN SEAWARD WITHIN LOTS 1-5, 17-25, 33-43, 45-52, 54-59, 61-68, 70-75, 77-84, 86-93, 95-101, 103-110, 112-119, 121-128, 130-137, 139-145, 147-151, 153-160 & 162-169 IN DP1162588

Registered
 DP1162588



REFERENCE MARKS

H	200°47'	R.M.G.I. PIPE	1-735	FD (DP1145386)
AJ	278°36'	R.M.D.H. & W. IN KERB	4-255 & 15-68	FD (DP1145386)
AJ	208°02'	R.M.S.S.M. 155191	31-21	FD (DP1145386)
AK	182°46'	R.M.D.H. & W. IN PATH	3-235	
AL	98°25'	R.M.G.I. PIPE	0-41	
AM	172°18'	R.M.G.I. PIPE	0-495	FD (DP1145386)
AN	0°02'	R.M.G.I. PIPE	0-96	FD (DP1145386)
AP	10°18'	R.M.G.I. PIPE	7-505	FD (DP1145386)
AQ	191°29'	R.M.G.I. PIPE	0-499	
AR	252°24'	R.M.G.I. PIPE	0-595	
AS	202°46'	R.M.G.I. PIPE	0-875	FD (DP1145386)
AT	211°39'	R.M.D.H. & W. IN M.H.	20-145	FD (DP1145386)
AU	34°10'	R.M.G.I. PIPE	1-596	FD (DP1145386)
AV	291°38'	R.M.D.H. & W. IN M.H.	7-58	FD (DP1145386)
AW	288°29'	R.M.G.I. PIPE	8-715	
AX	284°58'	R.M.D.H. & W. IN M.H.	15-485	
AY	284°43'	R.M.D.H. & W. IN M.H.	15-445	
AZ	291°10'	R.M.D.H. & W. IN M.H.	7-535	FD (DP1145386)
	85°45'	R.M.G.I. PIPE	0-78	
	99°15'	R.M.G.I. PIPE	0-41	

REFERENCE MARKS

BA	281°33'	R.M.D.H. & W. IN KERB	3-39 & 12-59	FD (DP1145386)
BB	353°18'	R.M.G.I. PIPE	1-735	FD (DP1145386)
BB	288°11'	R.M.D.H. & W. IN M.H.	7-385	FD (DP1145386)
BC	270°44'	R.M.G.I. PIPE	0-43	
BD	176°11'	R.M.G.I. PIPE	0-52	
BE	276°42'	R.M.D.H. & W. IN KERB	3-535	
BE	278°04'	R.M.D.H. & W. IN PATH	11-125	FD (DP1145386)
BF	100°07'	R.M.D.H. & W. IN KERB	4-475	FD (DP1145386)
BF	276°44'	R.M.D.H. & W. IN PATH	3-125	FD (DP1145386)
BG	281°33'	R.M.D.H. & W. IN KERB	4-41 & 15-67	FD (DP1145386)
BH	276°59'	R.M.D.H. & W. IN PATH	1-375	
BJ	278°25'	R.M.D.H. & W. IN PATH	1-275	
BK	281°33'	R.M.D.H. & W. IN KERB	3-42 & 12-565	FD (DP1145386)
BK	256°59'	R.M.S.S.M. 155190	14-22	FD (DP1145386)
BD	229°12'	R.M.D.H. & W. IN M.H.	24-415	

PF DENOTES PEG FD (DP1145386)
 PG DENOTES PEG GONE (DP1145386)
 PR DENOTES PUBLIC RESERVE
 RW DENOTES ROAD WIDENING

CURVED BOUNDARIES

LINE	CHORD BEARING	CHORD	ARC	RADIUS
3	144°22'30"	8-592	9-577	6-0
4	234°22'30"	8-377	9-272	6-0
5	54°21'40"	8-375	9-269	6-0
6	144°21'40"	8-595	9-580	6-0
7	234°21'40"	8-757	9-693	6-274
8	324°21'40"	8-527	9-505	5-953

- (A) EASEMENT TO DRAIN SEWAGE 3 WIDE & 3-5 WIDE
- (G) EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE & 6 WIDE (DP1064327)
- (H) EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE, 4 WIDE, 7 WIDE, 8 WIDE, 12 WIDE, 14 WIDE, 32 WIDE, 36 WIDE & VARIABLE WIDTH (DP1031933)
- (J) EASEMENT FOR ELECTRICITY PURPOSES 4-5 WIDE AND VARIABLE WIDTH

Surveyor: TIMOTHY JOSEPH REIN
 Date of Survey: 2/2/2011
 Surveyor's Ref: M05506/18282C
 '2010M7100(1486) Additional Sheets'

PLAN OF SUBDIVISION OF LOTS 44, 60, 61, 69-83, 85-120, 122-137, 144, 161 & 170-204 IN DP1145386 AND LOT 1971 IN DP133919, AND EASEMENT TO DRAIN SEWAGE WITHIN LOTS 1-15, 17-25, 35-43, 45-52, 54-59, 62-68, 138-143, 145-151, 153-160 & 162-169 IN DP1145386

LGA: TWEED SHIRE
 Locality: KINGSCLIFF
 Subdivision No: SC11/0020, SC11/0021
 Lengths are in metres. Reduction Ratio 1: 800

Registered
 28.07.2011

DP1162588

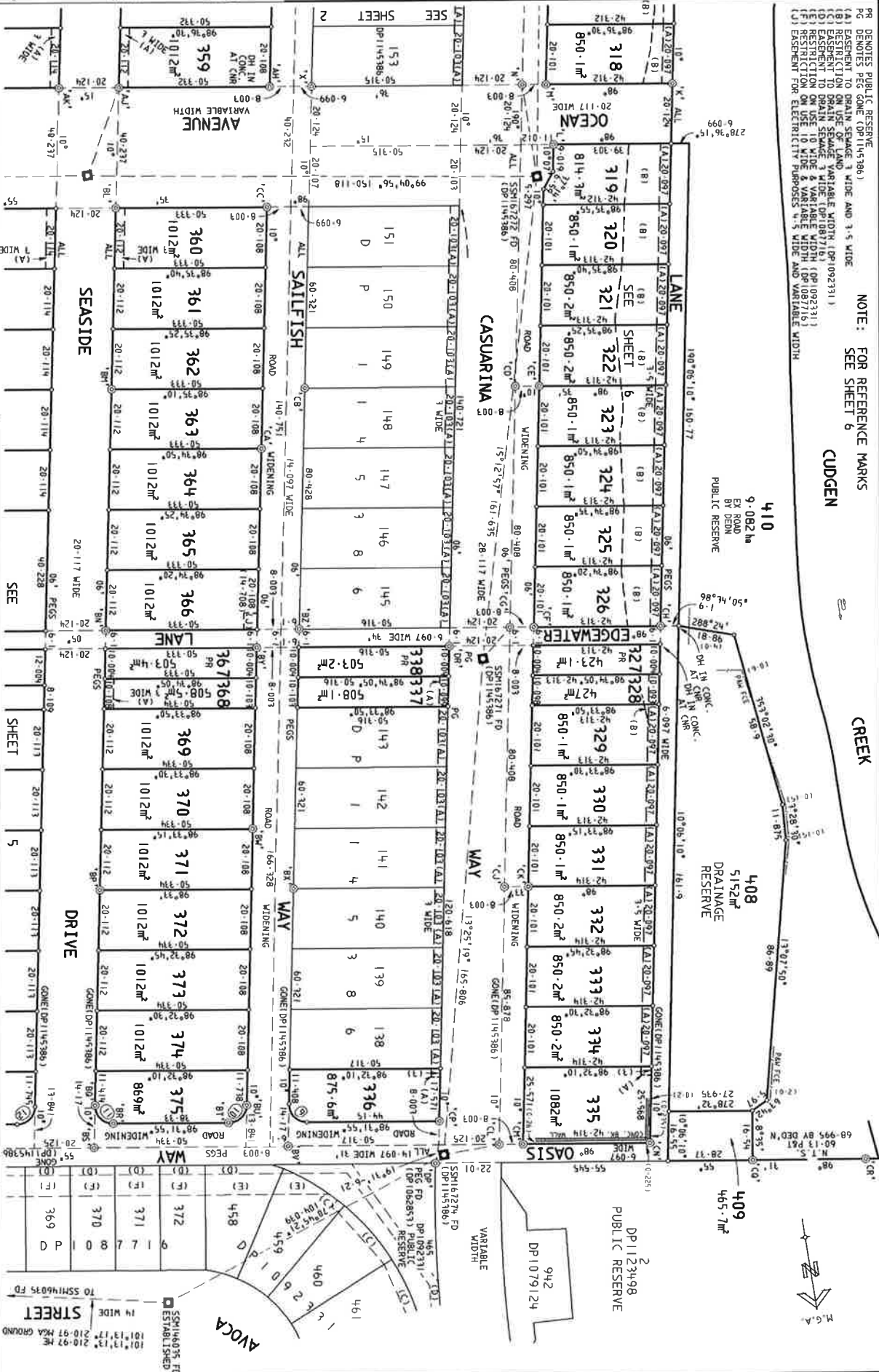
PLAN FORM 2 (A2)
 DP1162588

NOTE: FOR REFERENCE MARKS
 SEE SHEET 8

WARNING: CREATING OR FOLDING WILL LEAD TO REFLECTION

Sheet 4 of 5 sheets

- PR DENOTES PUBLIC RESERVE
 PG DENOTES PEG GOM (DP1145386)
 (A) EASEMENT FOR DRAIN SPARGE AND WIDE AND 3.5 WIDE
 (B) EASEMENT TO DRAIN SPARGE VARIABLE WIDTH (DP1092311)
 (C) EASEMENT TO DRAIN SPARGE 3 WIDE (DP1087716) (DP1092311)
 (D) EASEMENT TO DRAIN SPARGE 3 WIDE (DP1087716) (DP1092311)
 (E) RESTRICTION ON USE 10 WIDE & VARIABLE WIDTH (DP1092311)
 (F) RESTRICTION ON USE 10 WIDE & VARIABLE WIDTH (DP1092311)
 (G) EASEMENT FOR ELECTRICITY PURPOSES 4.5 WIDE AND VARIABLE WIDTH



CURVED BOUNDARIES

LINE	CHORD BEARING	CHORD	ARC	RADIUS
9	144°19'	8.601	9.589	6.0
10	54°19'	8.348	9.280	6.0
11	144°19'	8.601	9.589	6.0
12	54°19'	8.348	9.280	6.0

Surveyor: TIMOTHY JOSEPH REIN
 Date of Survey: 2/2/2011
 Surveyor's Ref: M05056/18282C
 (2070M700)(1488) Additional Sheets

PLAN OF SUBDIVISION OF LOTS 44, 50, 51, 69-83
 AND LOTS 120, 122-137, 144, 161 & 170-204 IN DP1145386
 AND LOT 1971 IN DP133919, AND EASEMENT TO DRAIN
 SPARGE WITHIN LOTS 1-15, 17-25, 35-43, 45-52,
 54-59, 62-68, 138-143, 145-51, 153-160 & 162-169
 IN DP1145386

Loc: TWEED SHIRE
 Locality: KINGSCULF
 Subdivision No: S511/0020, S511/0021
 S511/0022, S511/0023, S511/0024, S511/0025
 Lengths are in metres. Reduction Ratio is 800

Registered
 28.07.2011

DP1162588

369
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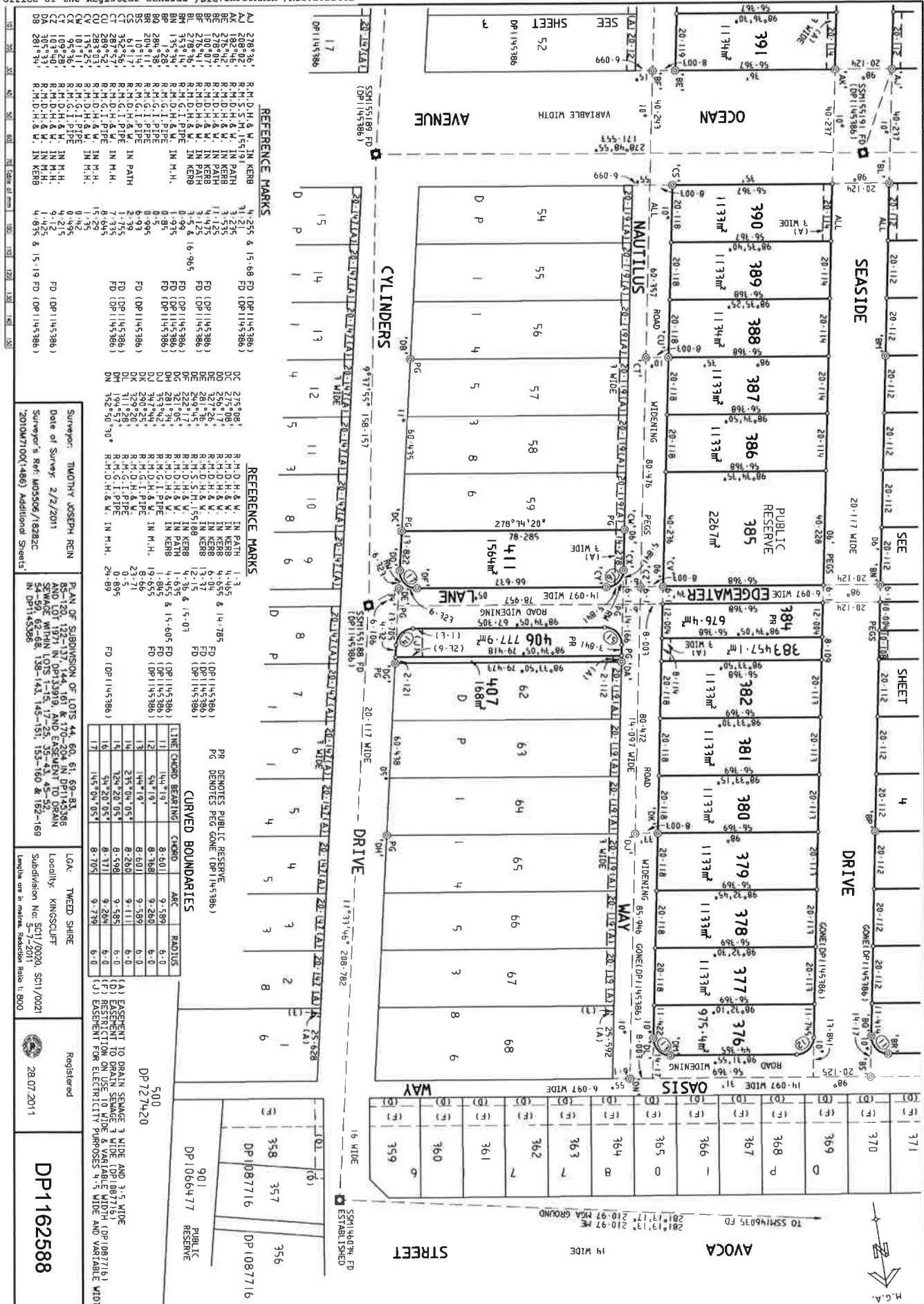
PLAN FORM 2 (A2)

DP1162588

WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

Plan

Sheet 5 of 6 sheets



REFERENCE MARKS

AJ	278936	R.M.D.H. & W. IN KERB	4.255 & 15.68	FD (DP1145386)
AK	208902	R.M.D.H. & W. IN PATH	3.121	FD (DP1145386)
AL	182446	R.M.D.H. & W. IN KERB	3.235	FD (DP1145386)
AM	218746	R.M.D.H. & W. IN KERB	1.535	FD (DP1145386)
AN	218746	R.M.D.H. & W. IN KERB	4.475	FD (DP1145386)
AO	100077	R.M.D.H. & W. IN KERB	4.475	FD (DP1145386)
AP	218746	R.M.D.H. & W. IN KERB	3.125	FD (DP1145386)
AQ	218746	R.M.D.H. & W. IN KERB	7.55 & 16.965	FD (DP1145386)
AR	218746	R.M.D.H. & W. IN KERB	0.935	FD (DP1145386)
AS	135244	R.M.D.H. & W. IN M.H.	0.935	FD (DP1145386)
AT	1285	R.M.D.H. & W. IN M.H.	0.15	FD (DP1145386)
AV	208438	R.M.D.H. & W. IN M.H.	0.996	FD (DP1145386)
AW	208438	R.M.D.H. & W. IN M.H.	2.39	FD (DP1145386)
AX	61177	R.M.D.H. & W. IN M.H.	1.755	FD (DP1145386)
AY	315256	R.M.D.H. & W. IN M.H.	7.735	FD (DP1145386)
AZ	287457	R.M.D.H. & W. IN M.H.	6.644	FD (DP1145386)
BA	287457	R.M.D.H. & W. IN M.H.	0.442	FD (DP1145386)
BB	101411	R.M.D.H. & W. IN M.H.	0.442	FD (DP1145386)
BC	195346	R.M.D.H. & W. IN M.H.	0.442	FD (DP1145386)
BD	103440	R.M.D.H. & W. IN M.H.	9.425	FD (DP1145386)
BE	103440	R.M.D.H. & W. IN M.H.	1.425	FD (DP1145386)
BF	281344	R.M.D.H. & W. IN M.H.	4.835 & 15.19	FD (DP1145386)
BG	281344	R.M.D.H. & W. IN M.H.		

REFERENCE MARKS

DC	278908	R.M.D.H. & W. IN PATH	1.3	FD (DP1145386)
DD	246017	R.M.D.H. & W. IN KERB	4.465 & 14.785	FD (DP1145386)
DE	327456	R.M.D.H. & W. IN KERB	6.04	FD (DP1145386)
DF	280445	R.M.D.H. & W. IN KERB	3.717	FD (DP1145386)
DG	222477	R.M.D.H. & W. IN KERB	4.36 & 15.03	FD (DP1145386)
DH	321905	R.M.D.H. & W. IN KERB	4.36 & 15.03	FD (DP1145386)
DI	281424	R.M.D.H. & W. IN KERB	4.455 & 15.605	FD (DP1145386)
DJ	312442	R.M.D.H. & W. IN M.H.	19.845	FD (DP1145386)
DK	200425	R.M.D.H. & W. IN M.H.	6.66	FD (DP1145386)
DL	312442	R.M.D.H. & W. IN M.H.	23.71	FD (DP1145386)
DM	711429	R.M.D.H. & W. IN M.H.	0.5	FD (DP1145386)
DN	752420	R.M.D.H. & W. IN M.H.	24.89	FD (DP1145386)

CURVED BOUNDARIES

LINE	CHORD BEARING	CHORD	ARC	RADIUS
1	144°19'	6.601	9.599	6.0
2	54°19'	6.368	9.260	6.0
3	144°19'	6.601	9.599	6.0
4	324°20'55"	8.320	9.111	6.0
5	54°20'55"	6.598	9.599	6.0
6	144°20'55"	6.711	9.254	6.0
7	144°20'55"	6.711	9.254	6.0

PR DENOTES PUBLIC RESERVE
 PG DENOTES PEG GONE (DP1145386)

500	DP 727420
901	DP 1066477
358	357
359	360
360	361
361	362
362	363
363	364
364	365
365	366
366	367
367	368
368	369
369	370
370	371

Surveyor: TIMOTHY JOSEPH REIN
 Date of Survey: 2/2/2011
 Surveyor's Ref: M05505/62822C
 (2010/W100/446) Additional Sheets

PLAN OF SUBDIVISION OF LOTS 44, 50, 51, 69, 81, 85-120, 122, 127, 144, 161 & 170-204 IN DP1145386 AND LOT 1971 IN DP113919 AND EASEMENT TO DRAIN SEWAGE WITHIN LOTS 1-15, 17-25, 35-43, 45-52, 54-59, 62-68, 138-143, 145-151, 153-160 & 162-169 IN DP1145386

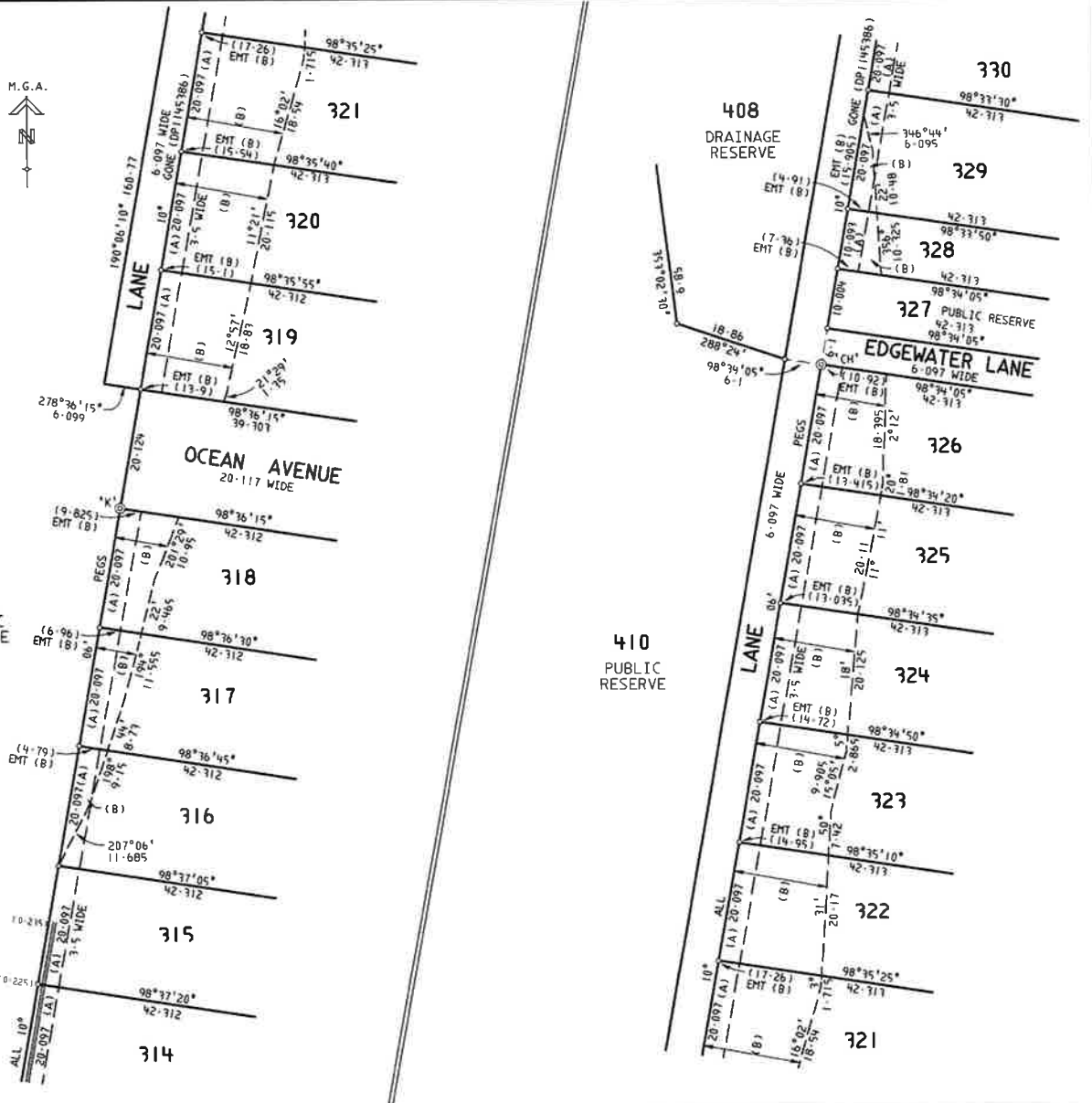
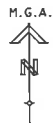
Local: TWEED SHIRE
 Locality: KINGSCLIFF
 Subdivision No: SC11/0920 SC11/0021
 Length in m: 1:800
 Reduction Ratio: 1:800

Registered
 28.07.2011

DP1162588

REFERENCE MARKS (SHEET 4)

K	76°50'	R.M.D.H.&W. IN PATH	4-955	FD (DP1145386)
K	179°26'	R.M.D.H.&W. IN PATH	21-025	FD (DP1145386)
L	243°35'	R.M.D.H.&W. IN PATH	1-86	
M	214°54'	R.M.D.H.&W. IN PATH	16-77	
M	280°06'	R.M.D.H.&W. IN PATH	1-97	
N	269°02'	R.M.D.H.&W. IN PATH	23-075	
N	98°07'	R.M.D.H.&W. IN PATH	6-035	FD (DP1145386)
N	264°01'	R.M.D.H.&W. IN KERB	15-24	FD (DP1145386)
N	179°36'40"	R.M.S.S.M.167272	31-865	FD (DP1145386)
X	282°38'	R.M.D.H.&W. IN PATH	4-86	FD (DP1145386)
AH	118°32'	R.M.D.H.&W. IN PATH	3-45	
AJ	278°36'	R.M.D.H.&W. IN KERB	4-255 & 15-68	FD (DP1145386)
AJ	208°02'	R.M.S.S.M.155191	31-21	FD (DP1145386)
AK	182°46'	R.M.D.H.&W. IN PATH	3-275	
BL	278°36'	R.M.D.H.&W. IN KERB	3-5 & 16-965	
BM	353°14'	R.M.G.I PIPE	0-99	FD (DP1145386)
BN	135°34'	R.M.D.H.&W. IN M.H.	1-935	FD (DP1145386)
BP	172°8'	R.M.G.I PIPE	0-85	FD (DP1145386)
BO	284°38'	R.M.G.I PIPE	0-5	
BR	204°11'	R.M.G.I PIPE	0-995	
BS	10°14'	R.M.G.I PIPE	6-93	FD (DP1145386)
BT	172°55'	R.M.D.H.&W. IN PATH	2-725	
BU	107°32'	R.M.D.H.&W. IN KERB	3-51 & 10-915	
BV	246°01'	R.M.D.H.&W. IN KERB	4-01	FD (DP1145386)
BV	66°01'	R.M.D.H.&W. IN KERB	7-49	FD (DP1145386)
BW	98°53'	R.M.D.H.&W. IN KERB	3-45 & 10-64	FD (DP1145386)
BX	279°24'	R.M.D.H.&W. IN KERB	3-415 & 10-57	FD (DP1145386)
BY	119°22'	R.M.D.H.&W. IN GUTTER	4-1	
BZ	119°22'	R.M.D.H.&W. IN KERB	11-305	
BY	278°50'	R.M.D.H.&W. IN KERB	3-39 & 10-585	FD (DP1145386)
CA	117°37'	R.M.D.H.&W. IN KERB	3-435 & 11-175	FD (DP1145386)
CB	280°26'	R.M.D.H.&W. IN KERB	3-385 & 10-6	FD (DP1145386)
CC	107°37'	R.M.D.H.&W. IN KERB	3-49 & 10-72	FD (DP1145386)
CD	97°45'	R.M.D.H.&W. IN PATH	5-185	FD (DP1145386)
CD	280°50'	R.M.D.H.&W. IN KERB	16-57	FD (DP1145386)
CE	280°06'	R.M.D.H.&W. IN PATH	2-82	
CE	280°06'	R.M.D.H.&W. IN KERB	24-57	
CF	280°05'	R.M.D.H.&W. IN PATH	2-675	
CG	280°05'	R.M.D.H.&W. IN KERB	24-605	
CG	97°50'	R.M.D.H.&W. IN PATH	5-33	FD (DP1145386)
CG	280°49'	R.M.D.H.&W. IN KERB	16-685	FD (DP1145386)
CH	229°38'	R.M.S.S.M.167271	13-745	FD (DP1145386)
CK	169°01'	R.M.D.H.&W. IN PATH	7-81	FD (DP1145386)
CJ	97°34'	R.M.D.H.&W. IN PATH	4-86	FD (DP1145386)
CJ	280°51'	R.M.D.H.&W. IN KERB	16-565	FD (DP1145386)
CK	280°06'	R.M.D.H.&W. IN PATH	3-145	FD (DP1145386)
CL	280°06'	R.M.D.H.&W. IN KERB	24-565	
CK	88°36'	R.M.D.H.&W. IN PATH	2-23	FD (DP1145386)
CL	268°33'	R.M.S.S.M.167274	18-73	FD (DP1145386)
CM	282°19'	R.M.D.H.&W. IN PATH	5-815	
CN	145°41'	R.M.D.H.&W. IN PATH	5-08	FD (DP1145386)
CP	181°09'	R.M.D.H.&W. IN PATH	2-39	
CQ	202°36'	R.M.G.I PIPE	0-63	FD (DP1062853)
CR	286°36'	R.M.G.I PIPE	4-49	
DR	100°06'	R.M.D.H.&W. IN KERB	5-95 & 9-76	FD (DP1062853)
DP	98°31'55"	R.M.G.I PIPE	1-5	FD (DP1062853)



(A) EASEMENT TO DRAIN SEWAGE 3 WIDE AND 3-5 WIDE
 (B) RESTRICTION ON USE OF LAND

Reg: R246135 / Doc: DP 1162588 P / Rev: 28-Jul-2011 / NSW IRG / Pgs: ALL / Pnt: 27-Jul-2021 11:56 / Seq: 6 of 27
 © Office of the Registrar-General / Src: INFOTRACK / Ref: 20211462

Surveyor: TIMOTHY JOSEPH REIN Date of Survey: 2/2/2011 Surveyor's Ref: M05506/18282C '2010M7100(1486) Additional Sheets'	PLAN OF SUBDIVISION OF LOTS 44, 60, 61, 69-83, 85-120, 122-137, 144, 161 & 170-204 IN DP1145386 AND LOT 1971 IN DP133919, AND EASEMENT TO DRAIN SEWAGE WITHIN LOTS 1-15, 17-25, 35-43, 45-52, 54-59, 62-68, 138-143, 145-151, 153-160 & 162-169 IN DP1145386	LGA: TWEED SHIRE Locality: KINGSCLIFF Subdivision No: SC11/0020, SC11/0021 5-7-2011 Lengths are in metres. Reduction Ratio 1: 500	Registered 28.07.2011	DP1162588
---	---	---	------------------------------	-----------

PLAN FORM 6

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 21 sheet(s)

SIGNATURES, SEALS AND STATEMENTS of intention to dedicate public roads, public reserves and drainage reserves or create easements, restrictions on the use of land and positive covenants

Office Use Only

IT IS INTENDED TO DEDICATE CASTAWAY LANE AND THE ROAD WIDENING TO THE PUBLIC AS PUBLIC ROAD.

DP1162588

IT IS INTENDED TO CREATE LOTS 327, 338, 340, 350, 367, 384, 385, 394, 404, 406 AND 410 AS PUBLIC RESERVE.

Registered:  28.07.2011

Office Use Only

Title System: TORRENS

IT IS INTENDED TO CREATE LOT 408 AS A DRAINAGE RESERVE.

Purpose: SUBDIVISION

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, IT IS INTENDED TO CREATE -

PLAN OF SUBDIVISION OF LOTS 44, 60, 61, 69-83, 85-120, 122-137, 144, 161 & 170-204 IN DP1145386 AND LOT 1971 IN DP133919, AND EASEMENT TO DRAIN SEWAGE WITHIN LOTS 1-15, 17-25, 35-43, 45-52, 54-59, 62-68, 138-143, 145-151, 153-160 & 162-169 IN DP1145386

1. RESTRICTION ON USE OF LAND
2. POSITIVE COVENANT
3. RESTRICTION ON USE OF LAND
4. EASEMENT TO DRAIN SEWAGE 3 WIDE AND 3.5 WIDE
5. EASEMENT FOR ELECTRICITY PURPOSES 4.5 WIDE AND VARIABLE WIDTH
6. POSITIVE COVENANT
7. RESTRICTION ON USE OF LAND

LGA: TWEED SHIRE

Locality: KINGSCLIFF

Parish: CUDGEN

County: ROUS

Survey Certificate

I, ..TIMOTHY JOSEPH REIN..... of .B&P Surveys, PO Box 46, Murwillumbah, NSW, 2484...

a surveyor registered under the Surveying and Spatial Information Act 2002, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying and Spatial Information Regulation 2006 and was completed on: ..2/2/2011.....

The survey relates to Lots 301 - 409, 411 & 412 and connections....

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

Signature  Dated: 27/6/11

Surveyor registered under the Surveying and Spatial Information Act 2002

Datum Line: ...PM75896-SSM146034.....

Type: Urban/Rural

If space is insufficient use PLAN FORM 6A annexure sheet
Crown Lands NSW/Western Lands Office Approval

.....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:

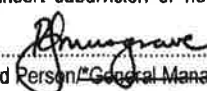
File Number:

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 proposedSUBDIVISION set out herein
(insert 'subdivision' or 'new road')


* Authorised Person / General Manager / Accredited Certifier

Consent Authority: Tweed Shire Council.....

Date of Endorsement: 5 July 2011.....

Accreditation no:

Subdivision Certificate no: SC11/0020 + SC11/0021.....

File no: DA05/1464.....

Plans used in the preparation of survey/compilation

DP14895 DP133919 DP1062853 DP1145386

If space is insufficient use PLAN FORM 6A annexure sheet

* Strike through inapplicable parts.

Surveyor's Reference: M05506/18282C

PLAN FORM 6A

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 21 sheet(s)

PLAN OF SUBDIVISION OF LOTS 44, 60, 61, 69-83, 85-120, 122-137, 144, 161 & 170-204 IN DP1145386 AND LOT 1971 IN DP133919, AND EASEMENT TO DRAIN SEWAGE WITHIN LOTS 1-15, 17-25, 35-43, 45-52, 54-59, 62-68, 138-143, 145-151, 153-160 & 162-169 IN DP1145386

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DP1162588

Office Use Only

Registered:



28.07.2011

Subdivision Certificate No.: SC 11/0020 & SC 11/0021

Date of Endorsement: 5 July 2011

LEONARD IAN BARCLAY

DIRECTOR RICHTECH P/L

ABN 50010977536

BRUCE HAMILTON BARCLAY

DIRECTOR / SECRETARY RICHTECH P/L

ABN 50010977536

PLAN FORM 6A

WARNING: Creasing or folding will lead to rejection

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 21 sheet(s)

PLAN OF SUBDIVISION OF LOTS 44, 60, 61, 69-83, 85-120, 122-137, 144, 161 & 170-204 IN DP1145386 AND LOT 1971 IN DP133919, AND EASEMENT TO DRAIN SEWAGE WITHIN LOTS 1-15, 17-25, 35-43, 45-52, 54-59, 62-68, 138-143, 145-151, 153-160 & 162-169 IN DP1145386

Office Use Only

DP1162588

Office Use Only

Registered:



28.07.2011

Subdivision Certificate No.: SC11/0020 & SC11/0021

Date of Endorsement: 5 July 2011

Westpac Banking Corporation
ABN 33 007 457 141
being the Mortgagee under Mortgage number
..... hereby consents
to this Lease/Lien plan /

Certified correct for the purposes of the
Real Property Act 1900 by the

SIGNED by ^{GREGORY ROBERT}
~~THE MARRIAGE~~ as attorney
for Westpac Banking Corporation under
power of attorney Book 4299 No. 332

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

I certify that the attorney for the ^{BANK}.....
with whom I am personally acquainted or as
to whose identity I am otherwise satisfied,
signed this mortgage in my presence.

Signature of witness: ^{R. GAWL}
Name of witness: JONATHAN RICHARD GAWL
Address of witness: LEVEL 7, 260 QUEEN ST
BRISBANE.

ePlan

PLAN FORM 6A

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 21 sheet(s)

PLAN OF SUBDIVISION OF LOTS 44, 60, 61,
69-83, 85-120, 122-137, 144, 161 & 170-204 IN
DP1145386 AND LOT 1971 IN DP133919, AND
EASEMENT TO DRAIN SEWAGE WITHIN
LOTS 1-15, 17-25, 35-43, 45-52, 54-59, 62-68,
138-143, 145-151, 153-160 & 162-169 IN
DP1145386

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DP1162588

Office Use Only

Registered:



28.07.2011

Subdivision Certificate No.: SC11/0020 & SC11/0021 Date of Endorsement: 5 July 2011

Y/leong
VIVIEN LEONG
INTACT GROUP PTY LTD
20/2/2011
ACN 054306688

Surveyor's Reference: M05506/18282C

PLAN FORM 6A

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 21 sheet(s)

PLAN OF SUBDIVISION OF LOTS 44, 60, 61, 69-83, 85-120, 122-137, 144, 161 & 170-204 IN DP1145386 AND LOT 1971 IN DP133919, AND EASEMENT TO DRAIN SEWAGE WITHIN LOTS 1-15, 17-25, 35-43, 45-52, 54-59, 62-68, 138-143, 145-151, 153-160 & 162-169 IN DP1145386

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DP1162588

Office Use Only

Registered:  28.07.2011

Subdivision Certificate No.: SC11/0020 & SC11/0021 Date of Endorsement: 5 July 2011

P.A. McKenzie-Blair

P.A. MCKENZIE-BLAIR

PLAN FORM 6A

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 6 of 21 sheet(s)

PLAN OF SUBDIVISION OF LOTS 44, 60, 61, 69-83, 85-120, 122-137, 144, 161 & 170-204 IN DP1145386 AND LOT 1971 IN DP133919, AND EASEMENT TO DRAIN SEWAGE WITHIN LOTS 1-15, 17-25, 35-43, 45-52, 54-59, 62-68, 138-143, 145-151, 153-160 & 162-169 IN DP1145386

Office Use Only

DP1162588

Office Use Only

Registered: 28.07.2011



Subdivision Certificate No.: SC11/0020 & SC11/0021

Date of Endorsement: 5 July 2011

Westpac Banking Corporation
ABN 33 007 457 141
Under Power of Attorney Book 4299 No. 332

By Neeru Bala.....NEERU.BALA

I certify that the Attorney for the Mortgage, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this Deposited Plan..... in my presence.

Signature of Witness: M. Ahmed

Name of Witness: Mansoor Ahmed

Address of Witness: Bank Officer,
1 King St, Concord West
NSW 2138

PLAN FORM 6A

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 7 of 21 sheet(s)

PLAN OF SUBDIVISION OF LOTS 44, 60, 61, 69-83, 85-120, 122-137, 144, 161 & 170-204 IN DP1145386 AND LOT 1971 IN DP133919, AND EASEMENT TO DRAIN SEWAGE WITHIN LOTS 1-15, 17-25, 35-43, 45-52, 54-59, 62-68, 138-143, 145-151, 153-160 & 162-169 IN DP1145386

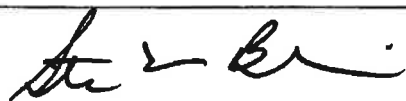
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DP1162588

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Registered:  28.07.2011

Subdivision Certificate No.: SC11/0020 & SC11/0021 Date of Endorsement: 5 July 2011



STEVEN W BLAIR

DIRECTOR HAWOOD WILLOWS Pty. LTD.

ACN 056975556

PLAN FORM 6A

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 8 of 21 sheet(s)

PLAN OF SUBDIVISION OF LOTS 44, 60, 61, 69-83, 85-120, 122-137, 144, 161 & 170-204 IN DP1145386 AND LOT 1971 IN DP133919, AND EASEMENT TO DRAIN SEWAGE WITHIN LOTS 1-15, 17-25, 35-43, 45-52, 54-59, 62-68, 138-143, 145-151, 153-160 & 162-169 IN DP1145386

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Registered:



28.07.2011

Subdivision Certificate No.: SC11/0020 & SC11/0021

Date of Endorsement: 5 July 2011

M.L. Small

MERRY L. SMALL

SOLE DIRECTOR
DOMLIS Pty Limited
ACN 002525037

PLAN FORM 6A

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 9 of 21 sheet(s)

PLAN OF SUBDIVISION OF LOTS 44, 60, 61, 69-83, 85-120, 122-137, 144, 161 & 170-204 IN DP1145386 AND LOT 1971 IN DP133919, AND EASEMENT TO DRAIN SEWAGE WITHIN LOTS 1-15, 17-25, 35-43, 45-52, 54-59, 62-68, 138-143, 145-151, 153-160 & 162-169 IN DP1145386

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Date of Endorsement: 5 July 2011



ANTHONY JOSEPH CRESWICK



ZELMA LORRAINE CRESWICK


We consent to the
within Plan of Subdivision
and Easement to Drain
Sewage within the said lots

GRAHAM MEREDITH
SENIOR PARTNER

National Australia Bank Limited ABN 12 004 044 997
by its Attorney who holds the position of Level 3
Attorney under Power of Attorney No. 710425746

PLAN FORM 6A

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 10 of 21 sheet(s)

PLAN OF SUBDIVISION OF LOTS 44, 60, 61, 69-83, 85-120, 122-137, 144, 161 & 170-204 IN DP1145386 AND LOT 1971 IN DP133919, AND EASEMENT TO DRAIN SEWAGE WITHIN LOTS 1-15, 17-25, 35-43, 45-52, 54-59, 62-68, 138-143, 145-151, 153-160 & 162-169 IN DP1145386

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Registered:  28.07.2011

Subdivision Certificate No.: SC11/0020 & SC11/0021 Date of Endorsement: 5 July 2011



M Connor



h. Connor.

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 11 of 21 sheet(s)

PLAN OF SUBDIVISION OF LOTS 44, 60, 61, 69-83, 85-120, 122-137, 144, 161 & 170-204 IN DP1145386 AND LOT 1971 IN DP133919, AND EASEMENT TO DRAIN SEWAGE WITHIN LOTS 1-15, 17-25, 35-43, 45-52, 54-59, 62-68, 138-143, 145-151, 153-160 & 162-169 IN DP1145386

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Registered:



28.07.2011

Subdivision Certificate No.: SC11/0020 & SC11/0021

Date of Endorsement: 5 July 2011

Maree Sandifort - Westhoff
MAREE Sandifort - westhoff
Tim John Sandifort - Westhoff
Tim Sohn Sandifort - Westhoff

PLAN FORM 6A

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 12 of 21 sheet(s)

PLAN OF SUBDIVISION OF LOTS 44, 60, 61, 69-83, 85-120, 122-137, 144, 161 & 170-204 IN DP1145386 AND LOT 1971 IN DP133919, AND EASEMENT TO DRAIN SEWAGE WITHIN LOTS 1-15, 17-25, 35-43, 45-52, 54-59, 62-68, 138-143, 145-151, 153-160 & 162-169 IN DP1145386

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Office Use Only

Registered:



28.07.2011

Subdivision Certificate No.: SC11/0020 & SC11/0021 Date of Endorsement: 5 July 2011

Signed in my presence for and on behalf of Perpetual Limited (A.C.N. 000 431 827) by its attorneys
Michelle Belcher MANAGER and **Jo Iaali** MANAGER

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 23/1/2011 (Registration No. 44351323) and that he/she has no notice of the revocation of his/her powers.


Signature of Witness

Meena Sunder

Full name of Witness

Documents Release Officer

Level 12 Angel Place
123 Pitt Street Sydney
NSW 2000 (02) 9229 9000


Signature of Attorney

Signature of Attorney

Surveyor's Reference: M05506/18282C

PLAN FORM 6A

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 13 of 21 sheet(s)

PLAN OF SUBDIVISION OF LOTS 44, 60, 61, 69-83, 85-120, 122-137, 144, 161 & 170-204 IN DP1145386 AND LOT 1971 IN DP133919, AND EASEMENT TO DRAIN SEWAGE WITHIN LOTS 1-15, 17-25, 35-43, 45-52, 54-59, 62-68, 138-143, 145-151, 153-160 & 162-169 IN DP1145386

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DP1162588

Office Use Only

Registered:



28.07.2011

Subdivision Certificate No.: SC11/0020 & SC11/0021

Date of Endorsement: 5 July 2011

Director

Secretary

Rapid Metal Developments (Australia) Pty Ltd
A.C.N. 004 304 447

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PLAN FORM 6A

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 14 of 21 sheet(s)

PLAN OF SUBDIVISION OF LOTS 44, 60, 61, 69-83, 85-120, 122-137, 144, 161 & 170-204 IN DP1145386 AND LOT 1971 IN DP133919, AND EASEMENT TO DRAIN SEWAGE WITHIN LOTS 1-15, 17-25, 35-43, 45-52, 54-59, 62-68, 138-143, 145-151, 153-160 & 162-169 IN DP1145386

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DP1162588

Office Use Only

Registered:



28.07.2011

Subdivision Certificate No.: SC11/0020 & SC11/0021 Date of Endorsement: 5 July 2011

Director

Secretary

Big River Group Pty Ltd (previously known as Big River Timbers Pty Ltd)
ACN 000 009 754

PLAN FORM 6A

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 15 of 21 sheet(s)

PLAN OF SUBDIVISION OF LOTS 44, 60, 61, 69-83, 85-120, 122-137, 144, 161 & 170-204 IN DP1145386 AND LOT 1971 IN DP133919, AND EASEMENT TO DRAIN SEWAGE WITHIN LOTS 1-15, 17-25, 35-43, 45-52, 54-59, 62-68, 138-143, 145-151, 153-160 & 162-169 IN DP1145386

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28.07.2011

Subdivision Certificate No.: SC11/0020 & SC11/0021

Date of Endorsement: 5 July 2011

MARK JULIAN ROBINSON

PLAN FORM 6A

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 16 of 21 sheet(s)

PLAN OF SUBDIVISION OF LOTS 44, 60, 61, 69-83, 85-120, 122-137, 144, 161 & 170-204 IN DP1145386 AND LOT 1971 IN DP133919, AND EASEMENT TO DRAIN SEWAGE WITHIN LOTS 1-15, 17-25, 35-43, 45-52, 54-59, 62-68, 138-143, 145-151, 153-160 & 162-169 IN DP1145386

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DP1162588

Office Use Only

Registered:



28.07.2011

Subdivision Certificate No.: SC11/0020 & SC11/0021 Date of Endorsement: 5 July 2011

The seal of the Official Trustee in Bankruptcy was herein affixed by Tara Czinner as delegate of the Official Receiver

Tara Czinner



Surveyor's Reference: M05508/18282C

PLAN FORM 6A

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 17 of 21 sheet(s)

PLAN OF SUBDIVISION OF LOTS 44, 60, 61,
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DP1145386 AND LOT 1971 IN DP133919, AND
EASEMENT TO DRAIN SEWAGE WITHIN
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DP1145386

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DP1162588

Office Use Only

Registered:



28.07.2011

Subdivision Certificate No.: SC11/0020 & SC11/0021

Date of Endorsement: 5 July 2011

Michael Gill
(RODNEY MICHAEL GILL)

H. J. Gill
(HENRY THOMAS GILL)

N. J. Nunan
NOELIA THERESA NUNAN

Surveyor's Reference: M05508/18282C

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PLAN FORM 6A

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 18 of 21 sheet(s)

PLAN OF SUBDIVISION OF LOTS 44, 60, 61, 69-83, 85-120, 122-137, 144, 161 & 170-204 IN DP1145386 AND LOT 1971 IN DP133919, AND EASEMENT TO DRAIN SEWAGE WITHIN LOTS 1-15, 17-25, 35-43, 45-52, 54-59, 62-68, 138-143, 145-151, 153-160 & 162-169 IN DP1145386

Office Use Only

DP1162588

Office Use Only

Registered:



28.07.2011

Subdivision Certificate No.: SC11/0020 & SC11/0021

Date of Endorsement: 5 July 2011

J. Jutrisa

JOSIP JUTRISA

Mira Jutrisa

MIRA JUTRISA

Surveyor's Reference: M05506/18282C

PLAN FORM 6A

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 19 of 21 sheet(s)

PLAN OF SUBDIVISION OF LOTS 44, 60, 61, 69-83, 85-120, 122-137, 144, 161 & 170-204 IN DP1145386 AND LOT 1971 IN DP133919, AND EASEMENT TO DRAIN SEWAGE WITHIN LOTS 1-15, 17-25, 35-43, 45-52, 54-59, 62-68, 138-143, 145-151, 153-160 & 162-169 IN DP1145386

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DP1162588

Office Use Only

Registered:



28.07.2011

Subdivision Certificate No.: SC11/0020 & SC11/0021

Date of Endorsement: 5 July 2011

TERENCE WILLIAM STAINES

DIRECTOR / SECRETARY

- CUDGEN SUPERANNUATION SERVICES PTY LTD
ABN 18239041178

L.A. Roberts

LARAINÉ SUSAN ROBERTS

DIRECTOR

CUDGEN SUPERANNUATION SERVICES

ABN 18259041178

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PLAN FORM 6A

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 20 of 21 sheet(s)

PLAN OF SUBDIVISION OF LOTS 44, 60, 61,
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DP1145386 AND LOT 1971 IN DP133919, AND
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DP1145386

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DP1162588

Office Use Only

Registered:



28.07.2011

Subdivision Certificate No.: SC11/0020 & SC11/0021

Date of Endorsement: 5 July 2011

AD298313
Mortgagee under Mortgage No. AD298322
Signed at this 9th day of
March, 2011 for National
Australia Bank Limited ABN 12 004 044 937
by James Andrew Schmiede,
its duly appointed Attorney under Power of
Attorney No. 39 Book 4512

Level 3 Attorney

Witness/Bank Officer

Surveyor's Reference: M05506/18282C

PLAN FORM 6A

WARNING: Creasing or folding will lead to rejection

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 21 of 21 sheet(s)

PLAN OF SUBDIVISION OF LOTS 44, 60, 61, 69-83, 85-120, 122-137, 144, 161 & 170-204 IN DP1145386 AND LOT 1971 IN DP133919, AND EASEMENT TO DRAIN SEWAGE WITHIN LOTS 1-15, 17-25, 35-43, 45-52, 54-59, 62-68, 138-143, 145-151, 153-160 & 162-169 IN DP1145386

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28.07.2011

Subdivision Certificate No.: SC11/0020 & SC11/0021

Date of Endorsement: 5 July 2011


JAMES FRIZELLE
DIRECTOR
FRIZELLE WHOLESALE PTY LTD
ABN 68000390447

ePlan

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE
 INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 1 of 27 sheets)

PLAN : **DP1162588 (E)**

PLAN OF SUBDIVISION OF LOTS 44, 60, 61, 69-83, 85-120, 122-137, 144, 161 & 170-204 IN DP1145386 AND LOT 1971 IN DP133919, AND EASEMENT TO DRAIN SEWAGE WITHIN LOTS 1-15, 17-25, 35-43, 45-52, 54-59, 62-68, 138-143, 145-151, 153-160 & 162-169 IN DP1145386

FULL NAME AND ADDRESS
 OF PROPRIETOR OF THE LAND:

Richtech Pty Limited ACN 010 977 536
 being a company duly incorporated and
 having its registered office at Unit 6, 1990
 Logan Road, Upper Mount Gravatt QLD
 4122

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited Lot(s), bodies or Prescribed Authority:
1	Restriction on Use of Land	Lots 301-326, 328-337, 339, 341-349, 351-366, 368-383, 386-393, 395-403, 405, 407 & 411-412 AND Lots 5, 6, 9-15, 20 & 21, 29-31, 45-52, 54-59, 62-65, 68, 138-143, 145-151, 153-160 & 162-169 in DP1145386	Tweed Shire Council
2	Positive Covenant	Lots 301-326, 328-337, 339, 341-349, 351-366, 368-383, 386-393, 395-403, 405, 407 & 411-412, AND Lots 5, 6, 9-15, 20, 21, 29-31, 45-52, 54-59, 62-65, 68, 138-143, 145-151, 153-160, 162-169 in DP1145386	Tweed Shire Council
3	Restriction on Use of Land (B)	Lots 316-326, 328 & 329	Tweed Shire Council
4	Easement to Drain Sewage 3 wide and 3.5 wide (A)	Lots 301-326, 328-337, 339, 359, 360, 368, 383, 390, 391 & 405, 407, 411, 412, AND Lots 1-15, 17-25, 35-43, 45-52, 54-59, 62-68, 138-143, 145-151, 153-160, 162-169 in DP1145386	Tweed Shire Council
5	Easement for Electricity purposes 4.5 wide and variable width (J)	Lots 351, 366, 404, 406 & 412	Country Energy

ITEM NO. 4 BURDENED LOTS 405, 407 & 411 ADDED VIDE AM566985 & 2017-894 17.7.2017

ePlan

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 2 of 2) sheets)

PLAN: **DP1162588**

PLAN OF SUBDIVISION OF LOTS 44, 60, 61,
69-83, 85-120, 122-137, 144, 161 & 170-204
IN DP1145386 AND LOT 1971 IN DP133919,
AND EASEMENT TO DRAIN SEWAGE
WITHIN LOTS 1-15, 17-25, 35-43, 45-52, 54-
59, 62-68, 138-143, 145-151, 153-160 & 162-
169 IN DP1145386

6	Positive Covenant	Lots 317-326 & 328	Tweed Shire Council
7	Restriction on Use of Land	Lots 301-326, 328-337, 339 & 412 AND Lots 138-143, 145-151, 153-160 & 162-169 in DP1145386	Tweed Shire Council

PART 2

1. **TERMS OF RESTRICTION ON USE FIRSTLY REFERRED TO IN THE ABOVEMENTIONED PLAN**

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

2. **TERMS OF POSITIVE COVENANT SECONDLY REFERRED TO IN THE ABOVEMENTIONED PLAN**

- 2.1 Roof water from dwellings or structures must be discharged to an infiltration pit sized to accommodate the three month average recurrence interval storm.
- 2.2 Any infiltration pit created on a Lot shall be approved by the Certifying Authority that certifies any construction certificate for any dwelling constructed on a Lot burdened and any application to the Certifying Authority for a construction certificate in respect of a dwelling shall be accompanied by a design for the proposed infiltration pit.

ePlan

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

DP1162588

(Sheet 3 of 27 sheets)

3. **TERMS OF RESTRICTION ON USE THIRDLY REFERRED TO IN THE ABOVEMENTIONED PLAN**

No building works, swimming pools, or structures except fences are to be placed within the area marked "B".

4. **TERMS OF EASEMENT FIFTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN**

The terms of this Easement are as described in Part C in registered Memorandum AA26009.

5. **TERMS OF POSITIVE COVENANT SIXTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN**

Each burdened lot shall manage the strip of land 5 metres wide along the western boundary of the lot burdened as an inner asset protection zone in accordance with Section A5.4 *Vegetation Management* and A5.5 *Maintenance of Property* within Planning for Bushfire Protection Guidelines 2006 and the associated Rural Fire Service document *Standards for Asset Protections Zones*.

Construction on the lots must be undertaken in accordance with Level 3 construction standards under AS3959. Alternatively, if a Level 2 construction standard under AS3959 is applied, a strip of land 10 metres wide along the western boundary of the lot burdened shall be managed as an inner asset protection zone in accordance with Section A5.4 *Vegetation Management* and A5.5 *Maintenance of Property* within Planning for Bushfire Protection Guidelines 2006 and the associated Rural Fire Service document *Standards for Asset Protections Zones*, unless otherwise approved by Tweed Shire Council.

6. **TERMS OF RESTRICTION ON USE SEVENTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN**

No dwelling shall be constructed on the lot burdened unless noise attenuation measures are incorporated into the dwelling house designs in accordance with the recommendations of the Acoustic Assessment Report, Seaside City, Kingscliff prepared by Cardno and dated 13 August 2007, unless otherwise approved by Tweed Shire Council.

7. **NAME OF PERSON EMPOWERED TO RELEASE, VARY OR MODIFY, EASEMENT AND RESTRICTIONS, FIRSTLY, SECONDLY, THIRDLY, FOURTHLY, SIXTHLY AND SEVENTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN**

Tweed Shire Council of Tumbulgum Road, Murwillumbah in the State of New South Wales.

8. **NAME OF PERSON EMPOWERED TO RELEASE, VARY OR MODIFY, EASEMENT FIFTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN**

Country Energy of Buller Street, Port Macquarie in the State of New South Wales



ePlan

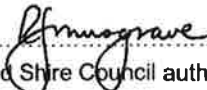
INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

(Sheet 4 of 2) sheets)

DP1162588

.....
Director Secretary
RICHTECH PTY LTD ACN 010 977 536

.....
Director


.....
Tweed Shire Council authorised person

ePlan

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet ~~7~~ of 27 sheets)
5

Plan: **DP1162588**

~~4. NAME OF PERSON EMPOWERED TO RELEASE, VARY OR MODIFY, EASEMENT AND
RESTRICTIONS, FIRSTLY, SECONDLY, THIRDLY AND FOURTHLY REFERRED TO IN THE
ABOVEMENTIONED PLAN~~

~~Tweed Shire Council of Tumbulgum Road, Murwillumbah in the State of New South Wales.~~



Director Secretary
RICHTECH PTY LTD ACN 010 977 536



Director

~~.....
Tweed Shire Council authorized person.~~

ePlan

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

DP1162588

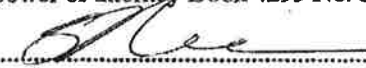
(Sheet *6* of 27 sheets)

Westpac Banking Corporation
ABN 33 007 457 141
being the Mortgagee under Mortgage number
..... hereby consents
to this Lease/Lien plan /


.....
Westpac Banking Corporation

Certified correct for the purposes of the
Real Property Act 1900 by the

SIGNED by ^{GREGORY ROBERT}..... as attorney
for Westpac Banking Corporation under
power of attorney Book 4299 No. 332


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

I certify that the attorney for the Bank.....
with whom I am personally acquainted or as
to whose identity I am otherwise satisfied,
signed this mortgage in my presence.

Signature of witness: *Ryan*
Name of witness: *JONATHAN RODRIGUEZ GARCIA*
Address of witness: *LEVEL 7, 260 QUEEN ST
BRISBANE*

ePlan

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

(Sheet 7 of 27 sheets)

Plan: **DP1162588**

.....
Director

.....
Director

Signed by Vivien Leong
who is personally known
to me

Vivien VIVIEN LEONG
Secretary
Intact Group Instraia-Asia Pty Ltd ACN 054306688
20/2/2011

R Ian Barclay
RONALD IAN BARCLAY
10 COLHIFORD DR
TOOWOOMBA Q 4350
CIVIL ENGINEER

.....
Paula Anne McKenzie-Blair

.....
Steven Michael Blair

.....
Westpac Banking Corporation - Authorised Person

ePlan

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 8 of 27 sheets)

Plan: **DP1162588**

.....
Director

.....
Director


.....
Secretary
Intact Group Instraalia-Asia Pty Ltd


.....
Paula Anne McKenzie-Blair

.....
Steven Michael Blair

.....
Westpac Banking Corporation - Authorised Person

SIGNED IN MY PRESENCE
BY PAULA MCKENZIE-BLAIR
WHO IS PERSONALLY KNOWN
TO ME


IAN BARCLAY
10 CUMFORD DR
TODOWOMBA Q 4350
CIVIL ENGINEER

ePlan

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

(Sheet 9 of 27 sheets)

Plan: **DP1162588**

.....
Director

.....
Director


.....
Secretary
Intact Group Instraalia-Asia Pty Ltd

.....
Paula Anne McKenzie-Blair


.....
Steven Michael Blair

.....
Westpac Banking Corporation - Authorised Person

SIGNED IN MY PRESENCE
By STEVEN BLAIR
WHO IS PERSONALLY KNOWN
TO ME


RONALD IAN BARCLAY
10 CUMFORD DR
TODDUMBA Q 4350
CIVIL ENGINEER

ePlan

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 10 of 27 sheets)

Plan: **DP1162588**

.....
Director

.....
Director

.....
Secretary
Intact Group Instraalia-Asia Pty Ltd

.....
Paula Anne McKenzie-Blair

.....
Steven Michael Blair

Neeru Bala NEERU BALA
.....
Westpac Banking Corporation - Authorised Person

ePlan

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 11 of 27 sheets)

Plan: **DP1162588**



Director

.....
Director

.....
Secretary
Hanwood Willows Pty Ltd
ACN 056975556

ePlan

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

(Sheet 12 of 27 sheets)

Plan: **DP1162588**



Director

.....
Director

.....
Secretary

Harwood Willows Pty Ltd

ACN 056975556

ePlan

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

(Sheet 13 of 27 sheets)

Plan: **DP1162588**

Sole 
.....
Director

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Director

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Secretary
Domlis Pty Ltd
ACN 002525037

ePlan

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

(Sheet 14 of 27 sheets)

Plan: DP1162588

SIGNED BY ANTHONY CRESWICK
& ZELMA CRESWICK
WHO ARE PERSONALLY KNOWN
TO ME

Ian Barclay

IAN BARCLAY

10 WARRIFORD DL

TOOWOOMBA Q 4350

CIVIC ENGINEER

Anthony Joseph Creswick

Anthony Joseph Creswick

Zelma Lorraine Creswick

Zelma Lorraine Creswick

Graham Meredith

National Australia Bank - Authorised Person

GRAHAM MEREDITH
SENIOR PARTNER

ePlan

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

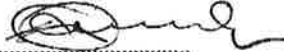
(Sheet 15 of 27 sheets)

Plan: **DP1162588**

SIGNED IN MY PRESENCE BY
MICHAEL CONNOR & LEANNE
CONNOR
WHO ARE PERSONALLY
KNOWN TO ME

Rob Bailey

RONALD IAN BAILEY
10 CUMFORD ST
TOOWOOMBA Q 4350
CIVIL ENGINEER



Michael Phillip Connor



Leanne Gai Connor

.....
Timothy John Sandifort-Westhoff

.....
Maree Therese Sandifort-Westhoff

.....
Perpetual Limited - Authorised Person

.....
Director Secretary
Rapid Metal Developments (Australia) Pty Ltd

.....
Director Secretary
Big River Timbers Pty Ltd

.....
Mark Julian Robinson

.....
Official Trustee in Bankruptcy - Authorised Person

ePlan

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

(Sheet 16 of 27 sheets)

Plan: **DP1162588**

.....
Michael Phillip Connor

.....
Leanne Gal Connor

SIGNED IN MY PRESENCE
BY TIM SANDIFOLT-WESTHOFF
& MAREE SANDIFOLT-WESTHOFF
WHO ARE PERSONALLY KNOWN
TO ME

Tim John Sandifolt-Westhoff
.....
Timothy John Sandifort-Westhoff

Maree Sandifort-Westhoff
.....
Maree Therese Sandifort-Westhoff

Perpetual Limited - Authorised Person

.....
Director Secretary
Rapid Metal Developments (Australia) Pty Ltd

.....
Director Secretary
Big River Timbers Pty Ltd

.....
Mark Julian Robinson

.....
Official Trustee in Bankruptcy - Authorised Person

RO Buckley
RONALD IAN BARKWAY
10 CUMFOLD JG
TROWOOMBA Q 4350
CIVIL ENGINEER

ePlan

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(Sheet 17 of 27 sheets)

Plan: **DP1162588**

.....
Michael Phillip Connor

.....
Leanne Gal Connor

.....
Timothy John Sandfort-Westhoff

.....
Maree Therese Sandfort-Westhoff

Corporate Trust

Signed in my presence for and on behalf of Perpetual Limited (A.C.N. 008 431 827) by its attorneys	
Michelle Belcher MANAGER	Jo Taylor MANAGER
..... 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 23/11/2014 (Registration No. 44351323) and that he/she has no notice of the revocation of his/her powers	
..... Signature of Witness Signature of Attorney
Meena Sunder Director Rapid Metal Developments (Australia) Pty Ltd
..... Full name of Witnesses Secretary
 Director Big River Timbers Pty Ltd
 Secretary

.....
Mark Julian Robinson

.....
Official Trustee in Bankruptcy - Authorised Person

ePlan

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 18 of 27 sheets)

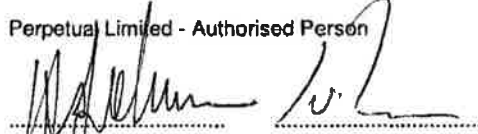
Plan: **DP1162588**

.....
Michael Phillip Connor

.....
Leanne Gal Connor

.....
Timothy John Sandifort-Westhoff

.....
Maree Therese Sandifort-Westhoff

Perpetua Limited - Authorised Person

.....
Director Secretary
Rapid Metal Developments (Australia) Pty Ltd
ACN 004 304 447

.....
Director Secretary
Big River Timbers Pty Ltd

.....
Mark Julian Robinson

.....
Official Trustee in Bankruptcy - Authorised Person

ePlan

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 19 of 27 sheets)

Plan: **DP1162588**

.....
Michael Phillip Connor

.....
Leanne Gal Connor

.....
Timothy John Sandifort-Westhoff

.....
Maree Therese Sandifort-Westhoff

.....
Perpetual Limited - Authorised Person

.....
Director Secretary
Rapid Metal Developments (Australia) Pty Ltd

.....
Director Secretary
Big River Timbers Pty Ltd ACN 000 009 754

.....
Mark Julian Robinson

.....
Official Trustee in Bankruptcy - Authorised Person

ePlan

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

(Sheet 20 of 27 sheets)

Plan: **DP1162588**

.....
Michael Phillip Connor

.....
Leanne Gai Connor

.....
Timothy John Sandfort-Westhoff

.....
Maree Therese Sandfort-Westhoff

.....
Perpetual Limited - Authorised Person


.....
Director Secretary
Rapid Metal Developments (Australia) Pty Ltd

.....
Director Secretary
Big River Timbers Pty Ltd

SIGNED IN MY PRESENCE BY
MARK ROBINSON WHO IS
PERSONALLY KNOWN TO ME


.....
Mark Julian Robinson

.....
Official Trustee in Bankruptcy - Authorised Person


HOWARD IAN BAKULAY
10 CURRIFFORD PL
TOD WOOMBA Q 4350
CIVIL ENGINEER

ePlan

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 22 of 27 sheets)

Plan: **DP1162588**

SIGNED BY NOELA NUNAN,
HENRY GILL & RODNEY
GILL IN MY PRESENCE
WHO ARE PERSONALLY
KNOWN TO ME

N. J. Nunan
.....
Noela Theresa Nunan

H. T. Gill
.....
Henry Thomas Gill

Rodney Michael Gill
.....
Rodney Michael Gill

R. I. Barclay

RONALD IAN BARCLAY

10 COLLIFORD DR
TWOWOOMBA Q 4350
CIVIL ENGINEER

ePlan

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919


(Sheet 23 of 27 sheets)

Plan: **DP1162588**

SIGNED BY JOE JUTRISA &
MIRA JUTRISA
WHO ARE PERSONALLY KNOWN
TO ME


Joe Jutrisa


Mira Jutrisa


RONALD IAN BARCLAY
10 CUMFOLD DR
TOOWOOMBA Q 4350
CIVIL ENGINEER

ePlan

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

(Sheet 24 of 27 sheets)

Plan: **DP1162588**

.....
Director

L. Roberts

Director *LARAINÉ SUSAN ROBERTS*



Secretary / *DIRECTOR - TERENCE WILLIAM STAINES*
Cudgen Superannuation Services Pty Limited

ABN 18259041178

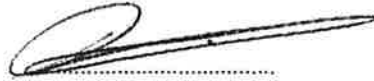
ePlan

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

(Sheet 25 of 27 sheets)

Plan: **DP1162588**

SIGNED IN MY PRESENCE
BY TERENCE STAINES
WHO IS PERSONALLY
KNOWN TO ME



Terence William Staines

.....
National Australia Bank - Authorised Person



RONALD IAN BARCLAY

10 LUMIFORD DL

TROODOMBA Q 4350

CIVIL ENGINEER

ePlan

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

(Sheet 26 of 27 sheets)

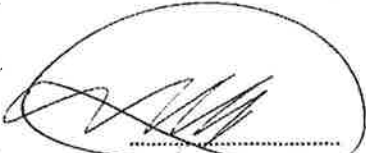
Plan: **DP1162588**

AD298313

~~Mortgage~~ under Mortgage No. AD298322

Signed at this 9th day of
March, 2011 for National
Australia Bank Limited ABN 12 004 044 937
by James Andrew Schmiede,
its duly appointed Attorney under Power of
Attorney No. 39 Book 4512

Terence William Staines



National Australia Bank - Authorised Person

Level 3 Attorney

AK

Witness/Bank Officer

ePlan

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 27 of 27 sheets)

Plan: **DP1162588**


.....
Director

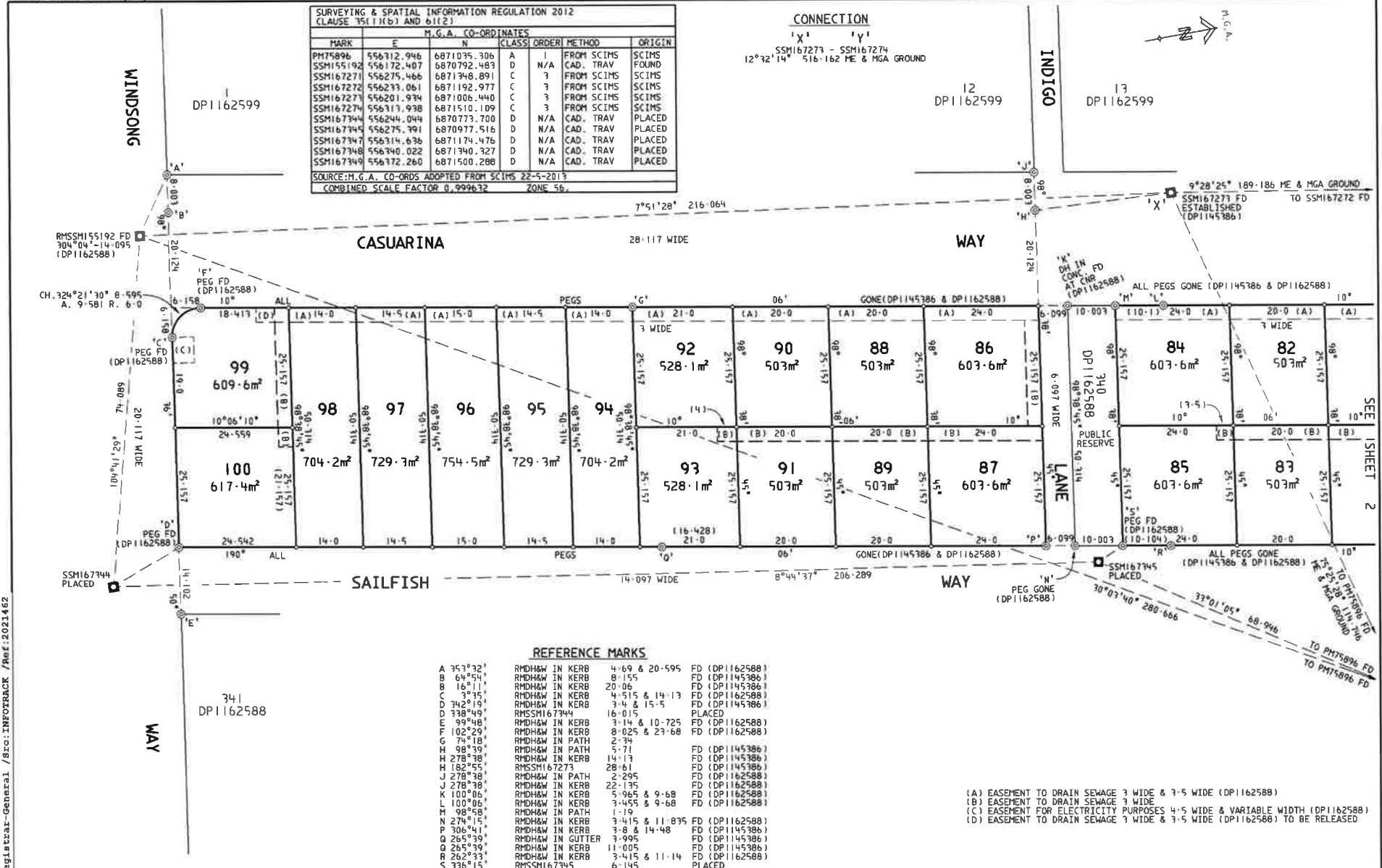
.....
Director

.....
Secretary
Frizelle (Wholesale) Pty Ltd
ABN 68000390447

SURVEYING & SPATIAL INFORMATION REGULATION 2012 (CLAUSE 35(1)(b) AND 61(2))						
M.G.A. CO-ORDINATES						
MARK	E	N	CLASS	ORDER	METHOD	ORIGIN
PH75896	556712.946	6871035.306	A	1	FROM SCIMS	SCIMS FOUND
SSM155192	556172.407	6870792.489	D	N/A	CAD. TRAV	PLACED
SSM167271	556275.466	6871748.891	C	3	FROM SCIMS	SCIMS
SSM167272	556271.061	6871192.977	C	3	FROM SCIMS	SCIMS
SSM167273	556201.934	6871005.440	C	3	FROM SCIMS	SCIMS
SSM167274	556173.938	6871510.109	C	3	FROM SCIMS	SCIMS
SSM167344	556244.044	6870773.700	D	N/A	CAD. TRAV	PLACED
SSM167345	556275.391	6870977.516	D	N/A	CAD. TRAV	PLACED
SSM167347	556314.636	6871174.476	D	N/A	CAD. TRAV	PLACED
SSM167348	556340.022	6871340.327	D	N/A	CAD. TRAV	PLACED
SSM167349	556172.260	6871500.288	D	N/A	CAD. TRAV	PLACED

SOURCE: M.G.A. CO-ORDS ADOPTED FROM SCIMS 22-5-2013
COMBINED SCALE FACTOR 0.999632 ZONE 56.

CONNECTION
X' Y'
SSM167273 - SSM167274
12°32'14" 516.162 ME & MGA GROUND



REFERENCE MARKS

A 353°32'	RMD&W IN KERB	4.69 & 20.595	FD (DP1162588)
B 64°54'	RMD&W IN KERB	8.155	FD (DP1145386)
B 16°11'	RMD&W IN KERB	20.06	FD (DP1145386)
C 32°10'	RMD&W IN KERB	4.515 & 14.13	FD (DP1162588)
D 342°10'	RMD&W IN KERB	3.4 & 15.5	FD (DP1145386)
E 338°49'	RMSM167344	16.015	PLACED
E 99°48'	RMD&W IN KERB	3.14 & 10.725	FD (DP1162588)
F 102°29'	RMD&W IN KERB	8.025 & 23.68	FD (DP1162588)
G 74°18'	RMD&W IN PATH	2.24	FD (DP1145386)
H 98°39'	RMD&W IN PATH	5.71	FD (DP1145386)
H 278°38'	RMD&W IN KERB	14.13	FD (DP1145386)
H 182°55'	RMSM167273	28.61	FD (DP1145386)
J 278°38'	RMD&W IN PATH	2.295	FD (DP1162588)
J 278°38'	RMD&W IN KERB	22.135	FD (DP1162588)
K 100°06'	RMD&W IN KERB	5.965 & 9.68	FD (DP1162588)
L 100°06'	RMD&W IN KERB	3.455 & 9.68	FD (DP1162588)
M 98°56'	RMD&W IN PATH	1.19	FD (DP1162588)
N 274°15'	RMD&W IN KERB	3.415 & 11.875	FD (DP1162588)
P 306°41'	RMD&W IN KERB	3.8 & 14.48	FD (DP1145386)
Q 265°39'	RMD&W IN GUTTER	3.995	FD (DP1145386)
Q 265°39'	RMD&W IN KERB	11.005	FD (DP1145386)
R 262°33'	RMD&W IN KERB	3.415 & 11.14	FD (DP1162588)
S 336°15'	RMSM167345	6.145	PLACED

- (A) EASEMENT TO DRAIN SEWAGE 3 WIDE & 3.5 WIDE (DP1162588)
- (B) EASEMENT TO DRAIN SEWAGE 3 WIDE
- (C) EASEMENT FOR ELECTRICITY PURPOSES 4.5 WIDE & VARIABLE WIDTH (DP1162588)
- (D) EASEMENT TO DRAIN SEWAGE 3 WIDE & 3.5 WIDE (DP1162588) TO BE RELEASED

Reg: R246137 / Doc: DP 1186189 P / Rev: 04-Oct-2013 / NSW ER8 / Pgs: ALL / Pnt: 27-Jul-2021 11:56 / Req: 1 of 7
Office of the Registrar-General / Src: INFOTRACK / Ref: 2021462

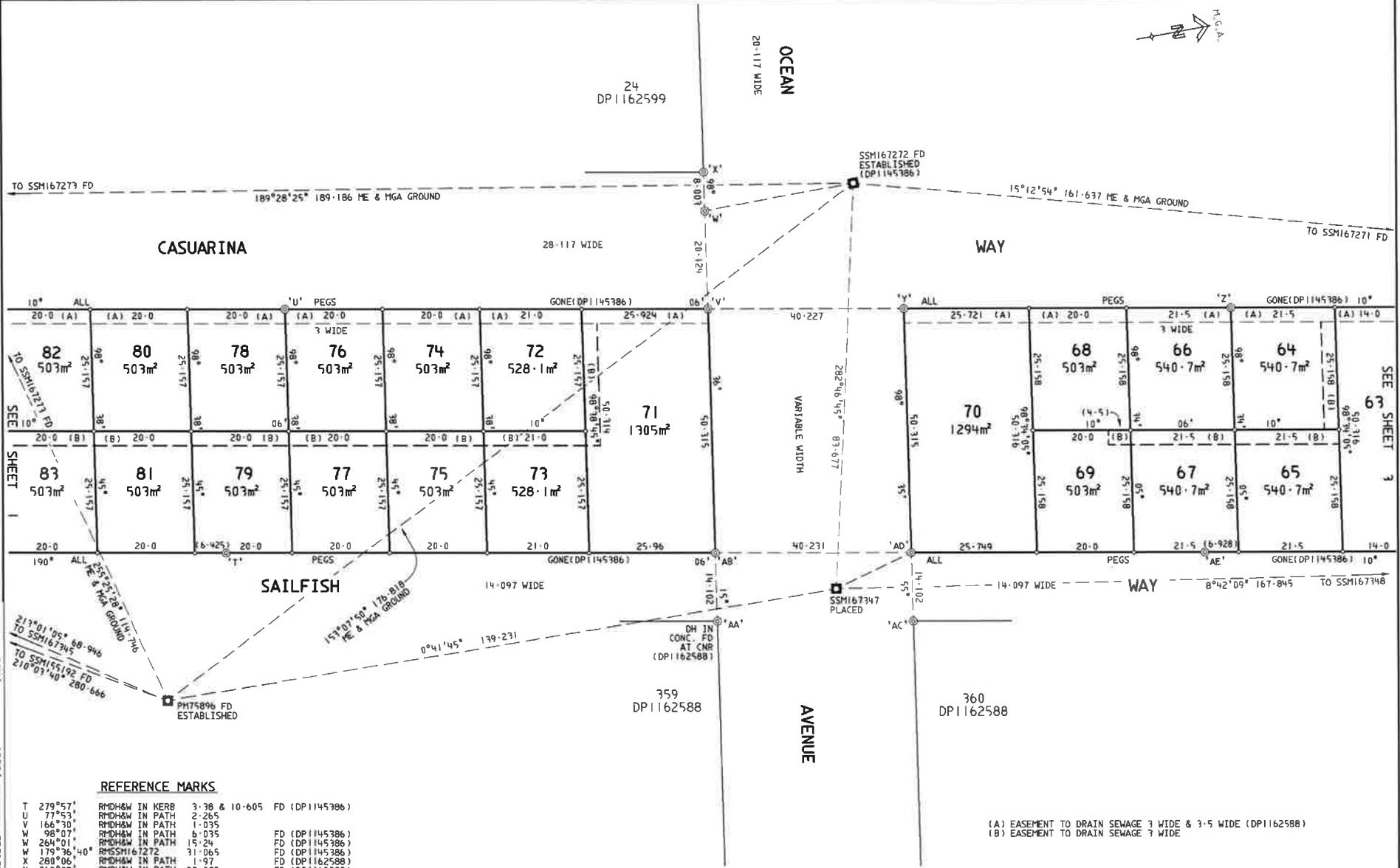
Surveyor: BRIAN DARRYL RAAEN
Date of Survey: 7/6/2013
Surveyor's Ref: M05506/19641C

PLAN OF SUBDIVISION OF LOTS 138-143,
145-151, 153-160, 162-169 IN DP1145386
AND LOTS 336, 337, 339 & 412 IN DP1162588

LGA: TWEED
Locality: KINGSCLIFF
Subdivision No: SC13/0016
Lengths are in metres. Reduction Ratio 1: 500

Registered
4.10.2013

DP1186189



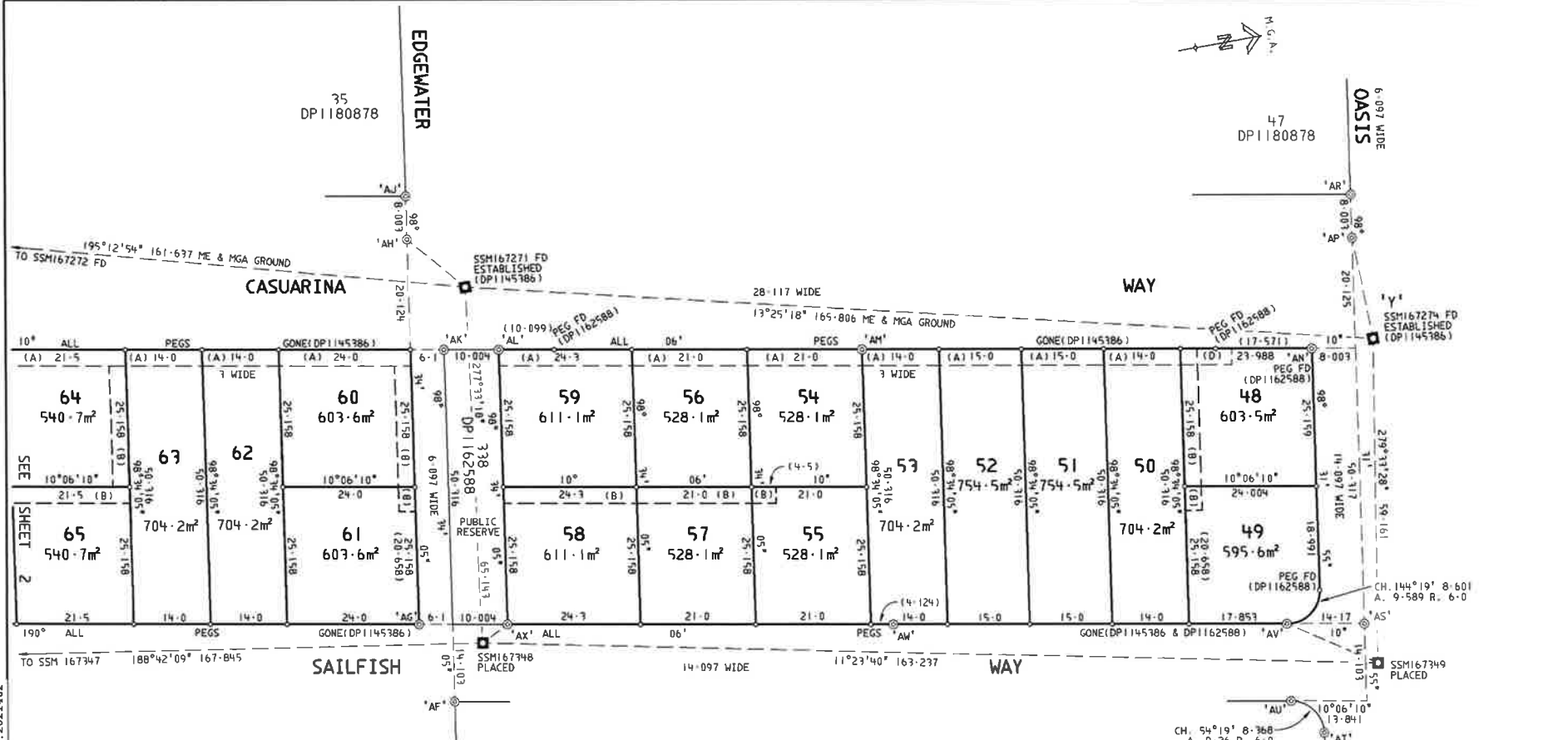
REFERENCE MARKS

T 279°57'	RMDH&W IN KERB	3.38 & 10.605	FD (DP1145386)
U 77°53'	RMDH&W IN PATH	2.265	
V 166°30'	RMDH&W IN PATH	1.095	
W 98°07'	RMDH&W IN PATH	6.035	FD (DP1145386)
W 264°01'	RMDH&W IN PATH	15.24	FD (DP1145386)
W 179°36'40"	RMDH&W IN PATH	31.065	FD (DP1145386)
X 280°06'	RMDH&W IN PATH	1.97	FD (DP1162588)
X 269°02'	RMDH&W IN PATH	23.075	FD (DP1162588)
Y 10°42'	RMDH&W IN PATH	2.735	
Z 98°34'	RMDH&W IN KERB	3.485	
AA 118°32'	RMDH&W IN PATH	3.445	FD (DP1162588)
AB 216°36'	RMDH&W IN PATH	4.86	FD (DP1145386)
AC 107°37'	RMDH&W IN KERB	3.49 & 10.72	FD (DP1162588)
AD 744°09'	RMDH&W IN KERB	17.165	PLACED
AE 280°26'	RMDH&W IN KERB	3.785 & 10.6	FD (DP1145386)

(A) EASEMENT TO DRAIN SEWAGE 3 WIDE & 3.5 WIDE (DP1162588)
 (B) EASEMENT TO DRAIN SEWAGE 3 WIDE

Reg:R246137 / Doc:DP 1186188 P / Rev:04-Oct-2013 / NSW LRS / Reg:ALL / Prt:27-Jul-2021 11:56 / Bsq:2 of 7
 © Office of the Registrar-General / Src:INFORMACK / Ref:2021462

Surveyor: BRIAN DARRYL RAAEN Date of Survey: 7/8/2013 Surveyor's Ref: M05506/19641C	PLAN OF SUBDIVISION OF LOTS 138-143, 145-151, 153-160, 162-169 IN DP1145386 AND LOTS 336, 337, 339 & 412 IN DP1162588	LGA: TWEED Locality: KINGSCLIFF Subdivision No: SC13/0016 Lengths are in metres. Reduction Ratio 1: 500	Registered 4.10.2013 	DP1186189
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REFERENCE MARKS

AF 119°27'	RMDHW IN GUTTER	4.1	FD (DP1162588)
AF 119°27'	RMDHW IN KERB	11.305	FD (DP1162588)
AG 278°50'	RMDHW IN KERB	3.39 & 10.585	FD (DP1145386)
AH 280°49'	RMDHW IN KERB	16.605	FD (DP1145386)
AH 229°38'	RMSSM167271	13.745	FD (DP1145386)
AJ 280°05'	RMDHW IN KERB	24.605	FD (DP1162588)
AK 100°06'	RMDHW IN KERB	5.95 & 9.76	FD (DP1162588)
AL 99°03'	RMDHW IN KERB	3.7	
AM 98°34'	RMDHW IN KERB	3.495	
AN 181°09'	RMDHW IN PATH	2.39	FD (DP1162588)
AP 88°36'	RMDHW IN PATH	2.23	FD (DP1145386)
AP 248°33'	RMSSM167271	16.73	FD (DP1145386)
AR 282°19'	RMDHW IN PATH	5.815	FD (DP1162588)
AS 246°01'	RMDHW IN KERB	4.01	FD (DP1145386)
AS 66°01'	RMDHW IN KERB	7.49	FD (DP1145386)
AT 172°55'	RMDHW IN PATH	2.725	FD (DP1162588)
AU 107°32'	RMDHW IN KERB	2.51 & 10.915	FD (DP1162588)
AV 213°18'	RMSSM167349	18.005	PLACED
AW 279°24'	RMDHW IN KERB	3.415 & 10.57	FD (DP1145386)
AX 332°52'	RMSSM167348	5.64	PLACED

(A) EASEMENT TO DRAIN SEWAGE 3 WIDE & 3.5 WIDE (DP1162588)
 (B) EASEMENT TO DRAIN SEWAGE 3 WIDE
 (D) EASEMENT TO DRAIN SEWAGE 3 WIDE & 3.5 WIDE (DP1162588) TO BE RELEASED

Surveyor: BRIAN DARRYL RAAEN
 Date of Survey: 7/6/2013
 Surveyor's Ref: M05506/19641C

PLAN OF SUBDIVISION OF LOTS 138-143,
 145-151, 153-160, 162-169 IN DP1145386
 AND LOTS 336, 337, 339 & 412 IN DP1162588

LGA: TWEED
 Locality: KINGSCLIFF
 Subdivision No: SC13/0016
 Lengths are in metres. Reduction Ratio 1: 500


Registered
 4.10.2013

DP1186189

Reg:R246137 / Doc:DP 1186189 P / Rev:04-Oct-2013 / NSW LRS / Pgs:ALL / Pgt:27-Jul-2021 11:56 / Bag:3 of 7
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DEPOSITED PLAN ADMINISTRATION SHEET


Sheet 1 of 4 sheet(s)

<p>Registered:  4.10.2013</p> <p>Title System: TORRENS</p> <p>Purpose: SUBDIVISION</p>	<p>Office Use Only</p> <p style="text-align: center; font-size: 24pt;">DP1186189</p>
<p>PLAN OF SUBDIVISION OF LOTS 138-143, 145-151, 153-160, 162-169 IN DP1145386 AND LOTS 336, 337, 339 & 412 IN DP1162588</p>	<p>LGA: TWEED</p> <p>Locality: KINGSCLIFF</p> <p>Parish: CUDGEN</p> <p>County: ROUS</p>
<p>Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>	<p style="text-align: center;">Survey Certificate</p> <p>I, BRIAN DARRYL RAAEN of B & P Surveys, PO Box 46, Murwillumbah, NSW, 2484 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on <u>7/6/2013</u></p> <p>*(b) The part of the land shown in the plan ("being""excluding") was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on the part not surveyed was compiled in accordance with that Regulation.</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>.</p> <p>Signature: <u>B. Raaen</u> Dated: <u>29/8/13</u></p> <p>Surveyor ID: 1881.....</p> <p>Datum Line: 'X' - 'Y'</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Steep-Mountainous.</p> <p>*Strike through if inapplicable.</p> <p>*Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>
<p style="text-align: center;">Subdivision Certificate</p> <p>I, <u>Mick Penny</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: <u>Mick Penny</u></p> <p>Accreditation number:</p> <p>Consent Authority: <u>TWEED SHIRE COUNCIL</u></p> <p>Date of endorsement: <u>20 SEPTEMBER 2013</u></p> <p>Subdivision Certificate number: <u>SC13/0016</u></p> <p>File number: DA12/0393.....</p> <p>*Strike through if inapplicable.</p>	<p>Plans used in the preparation of survey/compilation.</p> <p>DP1145386 DP1162588 DP1162599 DP1180878</p> <p style="text-align: center;">If space is insufficient continue on PLAN FORM 6A</p>
<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	<p>Surveyor's Reference: M05506/19641C</p>

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 4 sheet(s)

Office Use Only
Registered:  4.10.2013

Office Use Only
DP1186189

**PLAN OF SUBDIVISION OF LOTS 138-143,
 145-151, 153-160, 162-169 IN DP1145386
 AND LOTS 336, 337, 339 & 412 IN DP1162588**

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

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

Subdivision Certificate number: SCI3/0016
 Date of Endorsement: 20 SEPTEMBER 2013

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

1. EASEMENT TO DRAIN SEWAGE 3 WIDE
2. RESTRICTION ON USE OF LAND
3. POSITIVE COVENANT
4. POSITIVE COVENANT
5. RESTRICTION ON USE OF LAND

RELEASE:-

1. PART OF EASEMENT TO DRAIN SEWAGE 3 WIDE & 3.5 WIDE (DP1162588) WITHIN LOTS 48 & 99


Lot	Street Number	Street Name	Street Type	Locality
48	2	Oasis	Way	Kingscliff
49	4	Oasis	Way	Kingscliff
50	305	Casuarina	Way	Kingscliff
51	307	Casuarina	Way	Kingscliff
52	309	Casuarina	Way	Kingscliff
53	311	Casuarina	Way	Kingscliff
54	313	Casuarina	Way	Kingscliff
55	12	Sailfish	Way	Kingscliff
56	315	Casuarina	Way	Kingscliff
57	14	Sailfish	Way	Kingscliff
58	16	Sailfish	Way	Kingscliff
59	317	Casuarina	Way	Kingscliff
60	321	Casuarina	Way	Kingscliff
61	20	Sailfish	Way	Kingscliff
62	323	Casuarina	Way	Kingscliff
63	325	Casuarina	Way	Kingscliff
64	327	Casuarina	Way	Kingscliff
65	26	Sailfish	Way	Kingscliff
66	329	Casuarina	Way	Kingscliff
67	28	Sailfish	Way	Kingscliff
68	331	Casuarina	Way	Kingscliff
69	30	Sailfish	Way	Kingscliff
70	32	Sailfish	Way	Kingscliff
71	34	Sailfish	Way	Kingscliff

If space is insufficient use additional annexure sheet



Surveyor's Reference: M05506/19641C

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 3 of 4 sheet(s)

Office Use Only
Registered:  4.10.2013

**PLAN OF SUBDIVISION OF LOTS 138-143,
 145-151, 153-160, 162-169 IN DP1145386
 AND LOTS 336, 337, 339 & 412 IN DP1162588**

Office Use Only
DP1186189

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

Subdivision Certificate number: SC13/0016
 Date of Endorsement: 20 SEPTEMBER 2013

Lot	Street Number	Street Name	Street Type	Locality
72	337	Casuarina	Way	Kingscliff
73	36	Sailfish	Way	Kingscliff
74	339	Casuarina	Way	Kingscliff
75	38	Sailfish	Way	Kingscliff
76	341	Casuarina	Way	Kingscliff
77	40	Sailfish	Way	Kingscliff
78	343	Casuarina	Way	Kingscliff
79	42	Sailfish	Way	Kingscliff
80	345	Casuarina	Way	Kingscliff
81	44	Sailfish	Way	Kingscliff
82	347	Casuarina	Way	Kingscliff
83	46	Sailfish	Way	Kingscliff
84	349	Casuarina	Way	Kingscliff
85	48	Sailfish	Way	Kingscliff
86	353	Casuarina	Way	Kingscliff
87	52	Sailfish	Way	Kingscliff
88	355	Casuarina	Way	Kingscliff
89	54	Sailfish	Way	Kingscliff
90	357	Casuarina	Way	Kingscliff
91	56	Sailfish	Way	Kingscliff
92	359	Casuarina	Way	Kingscliff
93	58	Sailfish	Way	Kingscliff
94	361	Casuarina	Way	Kingscliff
95	363	Casuarina	Way	Kingscliff
96	365	Casuarina	Way	Kingscliff
97	367	Casuarina	Way	Kingscliff
98	369	Casuarina	Way	Kingscliff
99	3	Windsong	Way	Kingscliff
100	70	Sailfish	Way	Kingscliff

If space is insufficient use additional annexure sheet



Surveyor's Reference: M05506/19641C

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

Office Use Only
Registered:  4.10.2013

Office Use Only
DP1186189


**PLAN OF SUBDIVISION OF LOTS 138-143,
 145-151, 153-160, 162-169 IN DP1145386
 AND LOTS 336, 337, 339 & 412 IN DP1162588**

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

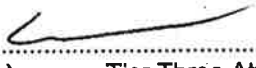
Subdivision Certificate number: 5C13/0016
 Date of Endorsement: 20 SEPTEMBER 2013

WESTPAC BANKING CORPORATION ABN 33 007 457 141 being the Mortgagee under Mortgage number AD869007 hereby consents to this Instrument.

I certify that the attorney for the mortgagee, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence. (See * below)


Signature of witness: 
 Name of witness: Parvin Singh
 Address of witness: 1 King Street,
 Concord West NSW.

Certified correct for the purposes of the Real Property Act 1900 by the mortgagee.
 SIGNED by Jenine Baird as attorney for Westpac Banking Corporation under power of attorney Book 4299 no. 332


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

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


 BRILLE HAMILTON BARCLAY
 DIRECTOR RICHTECH Pty Ltd
 ABN 50 010 977 536


 RONALD IAN BARCLAY
 DIRECTOR RICHTECH Pty Ltd
 ABN 50 010 977 536



If space is insufficient use additional annexure sheet

Surveyor's Reference: M05506/19641C

ePlan

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE
 INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 1 of 6 sheets)

DP1186189

PLAN OF SUBDIVISION OF LOTS 138-143,
 145-151, 153-160, 162-169 in DP1145386
 and LOTS 336, 337, 339 & 412 in
 DP1162588 covered by Subdivision
 Certificate No. **5C13/0016**
 of **20 SEPTEMBER 2013**.

**FULL NAME AND ADDRESS
 OF PROPRIETOR OF THE LAND:**

Richtech Pty Limited ACN 010 977 536
 being a company duly incorporated and
 having its registered office at Unit 29, 50-56
 Sanders Street, Upper Mount Gravatt QLD
 4122

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited Lot(s), bodies or Prescribed Authority:
1	Easement to Drain Sewage 3 Wide (B)	48, 49, 55, 57, 58, 60, 61, 64, 65, 67, 69, 71, 73, 75, 77, 79, 81, 83, 85-87, 89, 91, 93, 99 & 100	Tweed Shire Council
2	Restriction on Use of Land	Each Lot	Every other Lot
3	Positive Covenant	Each lot	Tweed Shire Council
4	Positive Covenant	Each lot	Tweed Shire Council
5	Restriction on Use of Land	48, 70, 71 & 99	Tweed Shire Council

PART 1A (Release)

Number of item shown in the intention panel on the plan	Identity of easement to be released and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited Lot(s), bodies or Prescribed Authority:
1	Part of Easement to Drain Sewage 3 Wide & 3.5 Wide (DP1162588) within Lots 48 & 99	Lots 138 & 169 in DP1145386 and Lots 336 & 412 in DP1162588	Tweed Shire Council

ePlan

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 2 of 6 sheets)

DP1186189

PLAN OF SUBDIVISION OF LOTS 138-143,
145-151, 153-160, 162-169 in DP1145386 and
LOTS 336, 337, 339 & 412 in DP1162588
covered by Subdivision Certificate No SC13/0016
of 20 SEPTEMBER
2013.

PART 2

1. **TERMS OF RESTRICTION ON USE SECONDLY REFERRED TO IN THE ABOVEMENTIONED
PLAN**

1.1 Definitions

- (1) **"DRP" or "Design Review Panel"** means a committee nominated by Richtech Pty Limited from time to time.
- (2) **"Building Works"** means any works or proposed works in respect of a Lot or Lots including without limitation external constructions, excavations, alterations, additions, erection of plant and equipment, antennas, aerials, repairs to dwellings or associated structures, fences, retaining walls, driveways, or recreational facilities including landscaping, tree planting, repainting and the erection of outdoor structures.
- (3) **"Consolidation"** means a proposal by a landowner of a Lot to consolidate that Lot with one or more Lots as one land title.
- (4) **"Development Application"** means an application to the relevant Authority for development consent in respect of a Lot.
- (5) **"Dwelling"** means a residence, the construction of which has been approved by the Design Review panel.
- (6) **"Substantially commenced"** means in respect of the construction of a dwelling: the completion of:-
 - a) the footings in the ground or the completion of a concrete slab;
 - b) erection of the structural frame;
 - c) installation of roof sheeting;
 - d) installation of external cladding;
 - e) installation of driveway;
 - f) landscaping of street frontages.



ePlan

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 3 of 6 sheets)

DP1186189

PLAN OF SUBDIVISION OF LOTS 138-
143, 145-151, 153-160, 162-169 in
DP1145386 and LOTS 336, 337, 339 &
412 in DP1162588 covered by
Subdivision Certificate No SC13/00/6 of 20
SEPTEMBER 2013.

1.2 Restriction

- (1) No development application may be made without the prior written approval of the Design Review Panel.
- (2) No building works (including temporary structures) may be commenced on a Lot without the prior written approval of the Design Review Panel which approval may be given, given on conditions, or refused in the discretion of the Design Review Panel. The Design Review Panel will not unreasonably withhold it's consent if the building works comply with Tweed Shire Council Development Control Plan 2008, Section B11 – Seaside City.
- (3) Building works must not differ from works approved by the Design Review Panel without a variation which may be approved or refused by the Design Review Panel in it's absolute discretion.
- (4) No consolidation may take place without the prior written approval of the Design Review Panel.
- (5) No advertisement, hoarding, sign or similar structure may be erected or remain on a Lot or on a building erected on a Lot other than one "For Sale" sign or a builder's sign either of which is to be no larger than 1 metre x 75 centimetres without the written consent of the Design Review Panel.
- (6) The Lot shall be kept clean and tidy and of neat appearance at all times and free of all accumulation, rubbish or waste material. If any Lot is not kept neat and tidy prior to the erection of a dwelling or the grass is not kept shorter than 30 centimetres, Richtech may enter upon the subject Lot and remove all accumulation of rubbish and waste material and mow the said Lot and charge the Registered Proprietor thereof for doing same.
- (7) No building material or any other item may be stored on a vacant Lot without the written approval of the Design Review Panel in it's absolute discretion.
- (8) No person may live in any temporary structure or caravan on a Lot at any time or in any part of a main dwelling during it's construction.
- (9) No caravan may be placed or remain on a Lot unless it is screened and stored in a manner consistent with the design of the main dwelling to the satisfaction of the Design Review Panel in it's absolute discretion.



ePlan

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 4 of 6 sheets)

DP1186189

PLAN OF SUBDIVISION OF LOTS 138-143, 145-151, 153-160, 162-169 in DP1145386 and LOTS 336, 337, 339 & 412 in DP1162588 covered by Subdivision Certificate No ~~51500/L~~ of 20 **SEPTEMBER** 2013.

(10) For the benefit of any adjoining land owned by Richtech Pty Limited but only during the ownership thereof by Richtech Pty Limited its successors and assigns (other than Purchasers on sale) no fence shall be erected on any lot burdened to divide such Lot from the adjoining Lot or Lots without the consent of Richtech Pty Limited provided that such consent shall not be withheld if:-

- (1) Such fence is erected without expense to Richtech Pty Limited; and
- (2) Such fence has been approved by the Design Review Panel.

(11) No sand, soil or gravel or other material may be excavated from a Lot except as approved by the Design Review Panel in it's absolute discretion.

(12) A Lot must not be left in a vacant state for more than two (2) years from the date of registration of the Plan of Subdivision creating the Lot without the construction of a dwelling having been substantially commenced.

2. TERMS OF POSITIVE COVENANT THIRDLY REFERRED TO IN THE ABOVEMENTIONED PLAN

Each burdened Lot shall be managed as an inner protection area as outlined within Section 4.1.3 and Appendix 5 of 'Planning for Bushfire Protection Guidelines 2006' and the NSW Rural Fire Service's Document 'Standards for Asset Protection Zones'.

Public road access and water, electricity and gas services are to comply with Section 4.1.3 of 'Planning for Bushfire Protection Guidelines 2006'.

Landscaping of each lot shall comply with the principles of Appendix 5 of 'Planning for Bushfire Protection Guidelines 2006'.

3. TERMS OF POSITIVE COVENANT FOURTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

Roof water from dwellings or structures must be discharged to an approved infiltration pit located within the subject lot. Any infiltration pit created on a Lot shall be approved by the Principle Certifying Authority.

4. TERMS OF RESTRICTION ON USE OF LAND FIFTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

Vehicular access to Lot 48 shall only be from Oasis Way, unless otherwise approved by Tweed Shire Council.



ePlan

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 5 of 6 sheets)

DP1186189

PLAN OF SUBDIVISION OF LOTS 138-143, 145-151, 153-160, 162-169 in DP1145386 and LOTS 336, 337, 339 & 412 in DP1162588 covered by Subdivision Certificate No SC13/0016 of 20 SEPTEMBER 2013.

Vehicular access to Lots 70 & 71 shall only be from Sailfish Way, unless otherwise approved by Tweed Shire Council.

Vehicular access to Lot 99 shall only be from Windsong Way, unless otherwise approved by Tweed Shire Council.

5. NAME OF PERSON EMPOWERED TO RELEASE, VARY OR MODIFY EASEMENTS, RESTRICTIONS OR POSITIVE COVENANTS FIRSTLY, THIRDLY, FOURTHLY AND FIFTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN


Tweed Shire Council of Tumbulgum Road, Murwillumbah in the State of New South Wales.

Director _____

Secretary _____

Director

Tweed Shire Council authorised person

 (MICK DENNY)

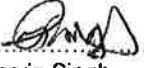
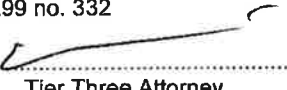
ePlan

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

(Sheet 6 of 6 sheets)

DP1186189

PLAN OF SUBDIVISION OF LOTS 138-143, 145-151, 153-160, 162-169 in DP1145386 and LOTS 336, 337, 339 & 412 in DP1162588 covered by Subdivision Certificate No ~~SC19/0016~~ of 20 SEPTEMBER 2013.

WESTPAC BANKING CORPORATION ABN 33 007 457 141 being the Mortgagee under Mortgage number AD869007 hereby consents to this Instrument.	
I certify that the attorney for the mortgagee, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence. (See * below)	Certified correct for the purposes of the Real Property Act 1900 by the mortgagee. SIGNED by Jenine Baird as attorney for Westpac Banking Corporation under power of attorney Book 4299 no. 332
Signature of witness: 	
Name of witness: Parvin Singh	(Signature) Tier Three Attorney
Address of witness: 1 King Street, Concord West NSW.	By executing this instrument the attorney states that the attorney has received no notice of the revocation of the power of attorney.
* s117RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.	



RONALD IAN BARCLAY
DIRECTOR RICHTECH PTY LTD
ABN 50 010 977 536



BRUCE HAMILTON BARCLAY
DIRECTOR RICHTECH PTY LTD
ABN 50 010 977 536

REGISTERED  4.10.2013



Planning Certificate under Section 10.7

(formerly Section 149)

Environmental Planning and Assessment Act, 1979

Land No. 81905

Applicant: InfoTrack
GPO Box 4029
SYDNEY NSW 2000

Certificate No: ePlanCer21/2376
Date of Issue: 29/07/2021
Fee Paid: \$53.00
Receipt No:

Your Reference:

eCustomer Reference: 2021462

Property Description: Lot 2 SP 90297; No. 62 Sailfish Way 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

Certificate No: ePlanCer21/2376
Date: 29/07/2021



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 R2 Low Density Residential

1 Objectives of zone

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

2 Permitted without consent

Environmental facilities; Environmental protection works; Home occupations

3 Permitted with consent

Bed and breakfast accommodation; Boarding houses; Dwelling houses; Group homes; Home industries; Roads; Any other development not specified in item 2 or 4

4 Prohibited

Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Boat building and repair facilities; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Entertainment facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Highway service centres; Home occupations (sex services); Hostels; Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Marinas; Moorings; Mortuaries; Open cut mining; Passenger transport facilities; Public administration buildings; Recreation facilities (major); Registered clubs; Research stations; Residential flat buildings; Restricted premises; Rural industries; Rural workers' dwellings; Service stations; Sex services premises; Shop top housing; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Wharf or boating facilities; Wholesale supplies

[End of Zone R2 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:

Certificate No: ePlanCer21/2376
Date: 29/07/2021



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

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

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 land or part of the land is not affected by the probable maximum flood.

ITEM 8

Land Reserved for Acquisition:

<p><i>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.</i></p>
--

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:

<p><i>The name of each contributions plan applying to the land.</i></p>

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

- Section 94 Plan No 4 - Tweed Road Contribution Plan
- Section 94 Plan No 11 - Tweed Shire Library Facilities
- Section 94 Plan No 12 - Bus Shelters
- Section 94 Plan No 13 - Eviron Cemetery

Section 94 Plan No 15 - Developer Contributions for Community Facilities

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

Section 94 Plan No 22 - Cycleways

Section 94 Plan No 26 - Shirewide/Regional Open Space

Section 94 Plan No 28 - Seaside City

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: DD21/1582
Your Reference:
eCustomer Reference: 2021462



TWEED
SHIRE COUNCIL

29 July 2021

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

InfoTrack
GPO Box 4029
SYDNEY NSW 2000

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

Dear Sir/Madam

Sewer Diagram
Lot 2 SP 90297; No. 62 Sailfish Way 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.

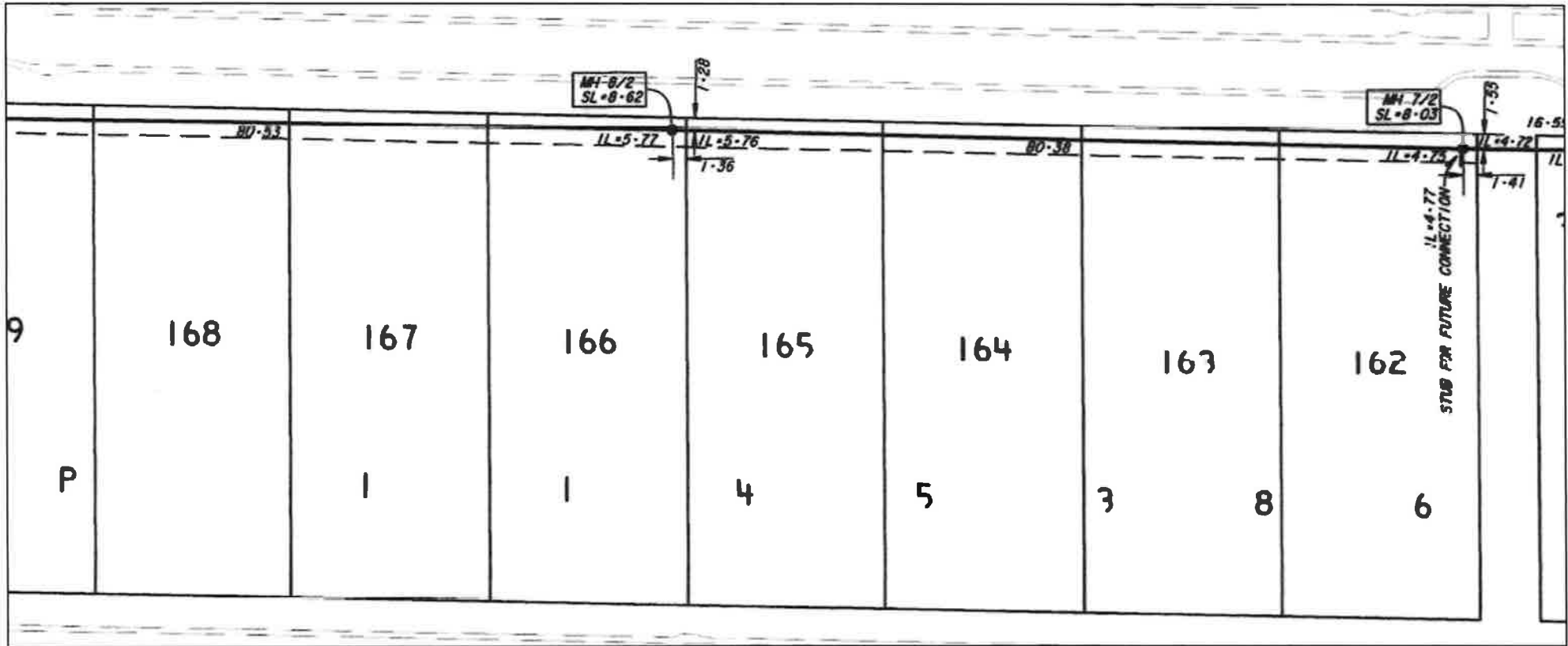
For further information regarding this matter please contact Council's Building and Environmental Health Unit.

Yours faithfully

A handwritten signature in black ink, appearing to read 'Denise Galle'.

Denise Galle
MANAGER BUILDING AND ENVIRONMENTAL HEALTH

Enclosure



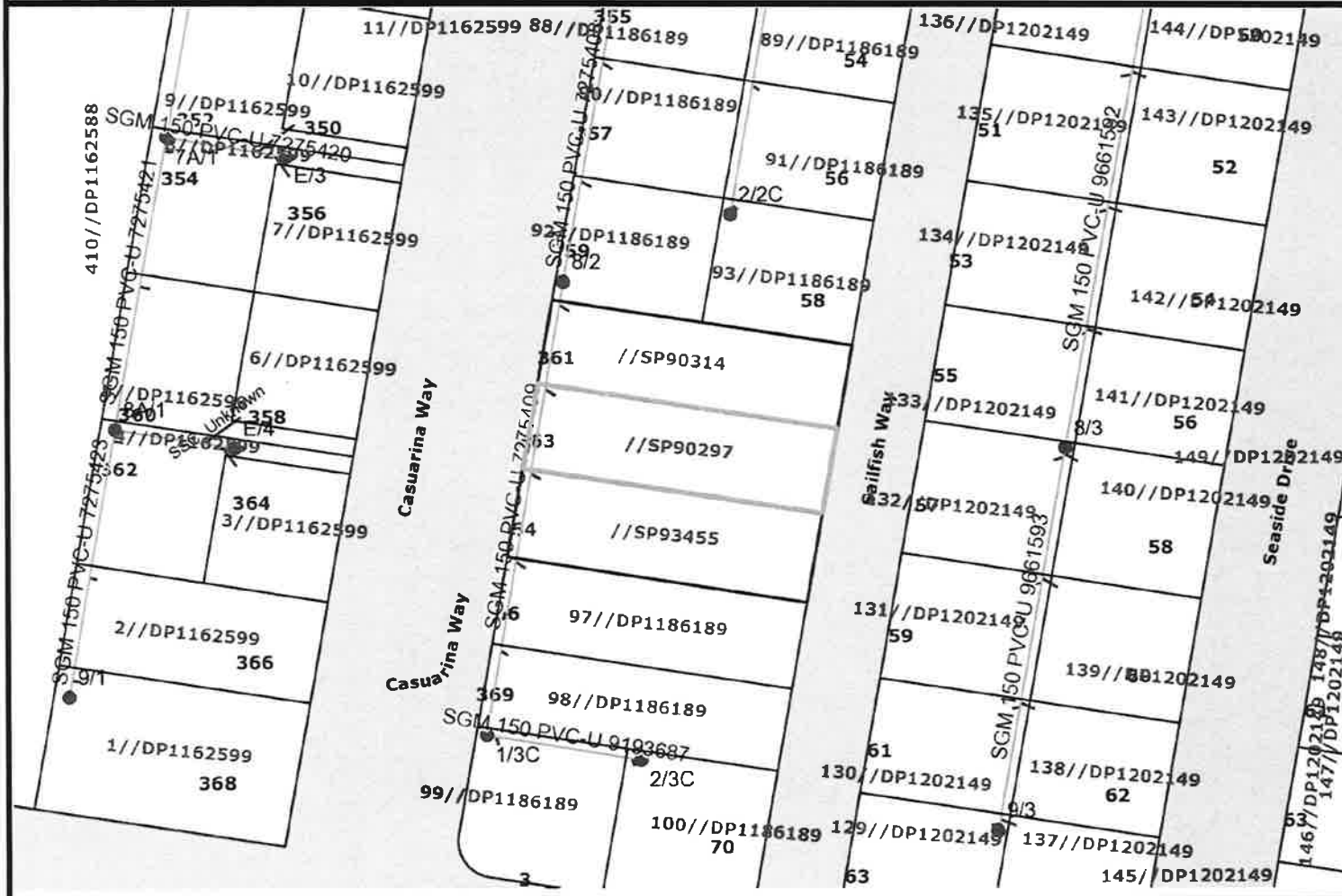
TWEED SHIRE COUNCIL WARNING
 Drainage information is to the best of Council's
 knowledge and supplied for the guidance of
 persons collecting property or planning data.
 If preciseness of location is critical, a private
 survey should be arranged.
 VINCENT CONNELL
 Director Planning and Regulation

Sewer Network Report

Lot & DP: //90297

Owners: The Owners Strata Plan 90297

Land No: 81903

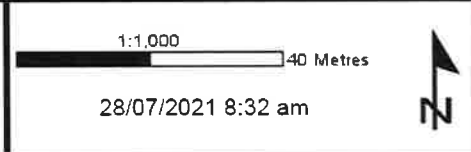


Sewer Node

- 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



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Standard Form Residential Tenancy Agreement

Residential Tenancies Regulation 2019, Schedule 1, Clause 4(1)

IMPORTANT INFORMATION

Please read this before completing the residential tenancy agreement (the Agreement).

1. This form is your written record of your tenancy agreement. This is a binding contract under the *Residential Tenancies Act 2010*, so please read all terms and conditions carefully.
2. If you need advice or information on your rights and responsibilities, please call NSW Fair Trading on 13 32 20 or visit www.fairtrading.nsw.gov.au before signing the Agreement.
3. If you require extra space to list additional items and terms, attach a separate sheet. All attachments should be signed and dated by both the landlord or the landlord's agent and the tenant to show that both parties have read and agree to the attachments.
4. The landlord or the landlord's agent must give the tenant a copy of the signed Agreement and any attachments, two copies or one electronic copy of the completed condition report and a copy of NSW Fair Trading's Tenant Information Statement publication.

AGREEMENT

This Agreement is made on 08 / 06 / 2021 at Shop 52, 482 Casuarina Way, Casuarina NSW 2487 NSW BETWEEN

LANDLORD

Insert name and telephone number or other contact details of Landlord(s).

Name/s: Ben and Ali Marland

Phone: _____ Mobile: 0437 037 186 (B) Email: benjmarland@gmail.com

Other Contact Details: _____

If the landlord does not ordinarily reside in New South Wales, specify the State, Territory or, if not in Australia, country in which the landlord ordinarily resides: _____

Note. The above details must be provided for landlord(s), including at least one contact method, whether or not there is a landlord's agent.

Address for service of notices (can be an Agent's business address): _____

Note. Business or Residential address must be provided for landlord(s) if there is no landlord's agent.

TENANT(S) (insert name of Tenant(s) and contact details)

Name/s: Joshua & Keira Braunscheid

Address for service of notices (if not address of Residential Premises): _____

62 Sailfish Way, Kingscliff NSW 2487

Phone: _____ Mobile: 0401 915 716 -K Email: keira_edwards@hotmail.com

LANDLORD'S AGENT DETAILS (insert name of Landlord's Agent (if any) and contact details)

Name/s: Ray Group Real Estate Pty Ltd T/as Ray Real Estate

Address: Shop 5A, 482 Casuarina Way

ACN: 120538678

Casuarina NSW 2487

ABN: 77120538678

Phone: (02) 6674 3444

Mobile: _____

Email: rentals@rayrealestate.com.au

Licence No.: 1399882

Licence Expiry: 31/07/2023

TERM OF AGREEMENT

The term of this Agreement is:

6 Months 12 Months 18 Months 2 Years 3 Years 5 Years

Other (Please specify) 30 weeks

Periodic (no end date)

starting on: 28 / 06 / 2021 and ending on: 23 / 01 / 2022 (cross out if not applicable)

Note. For a residential tenancy agreement having a fixed term of more than 3 years, the agreement must be annexed to the form approved by the Registrar-General for registration under the Real Property Act 1900.

RESIDENTIAL PREMISES Note: insert any excluded items in the Other Additional Terms Item on the signature page

The residential premises are: **62 Saifish Way, Kingscliff NSW 2487**

The residential premises include: (include any inclusions, for example, a parking space, garages or furniture provided. Attach additional pages if necessary.)

RENT/RENT INCREASE

The rent is: **\$795.00** per: **week** payable in advance starting on: **28 / 06 / 2021**

Note. Under section 33 of the Residential Tenancies Act 2010, a landlord, or landlord's agent, must not require a tenant to pay more than 2 weeks rent in advance under this Agreement.

Rent Increase 1: Then from: **/ /** pay: per: **week**

Rent Increase 2: Then from: **/ /** pay: per: **week**

Note. Where the fixed term tenancy is for a term of two years or more the above Rent Increases are not to be completed. See Clause 74.2.

The tenant must pay the rent in advance on the **Monday** of every **week** (see Clause 4.2)

The method by which the rent must be paid:

(a) to: at:
by cash or Electronic Funds Transfer (EFT), or

(b) into the following account:

Account Name: **Ray Group Real Estate Pty Ltd** Bank: **NAB**

BSB: **082738** Account No.: **243 082 071** Payment Reference: **62SAILBRANDS**

or any other account nominated by the landlord; or

(c) as follows:

Note. The Landlord or Landlord's Agent must permit the Tenant to pay the rent by at least one means for which the Tenant does not incur a cost (other than bank fees or other account fees usually payable for the Tenant's transactions) (see Clause 4.1) and that is reasonably available to the Tenant.

RENTAL BOND (Cross out if there is not going to be a bond)

A rental bond of \$ **3180** must be paid by the Tenant on signing this Agreement. The amount of the rental bond must not be more than 4 weeks rent.

The tenant provided the rental bond amount to:

the landlord or another person, or

the landlord's agent, or

NSW Fair Trading through Rental Bonds Online.

Note. All rental bonds must be lodged with NSW Fair Trading. If the bond is paid to the landlord or another person, it must be deposited within 10 working days after it is paid using the Fair Trading approved form. If the bond is paid to the landlord's agent, it must be deposited within 10 working days after the end of the month in which it is paid.

IMPORTANT INFORMATION

MAXIMUM NUMBER OF OCCUPANTS

No more than **2** persons may ordinarily live in the Premises at any one time.

Other people who will ordinarily live at the premises may be listed here: (cross out if not needed)

1X CHILD

URGENT REPAIRS

Nominated tradespeople for urgent repairs:

Electrical Repairs: **Glenn Taylor** Phone: **0412 508 406**

Plumbing Repairs: **Powell Plumbing** Phone: **0421 208 181**

Building Repairs: **Rentals@rayrealestate.com.au** Phone:

Other Repairs: **Border Locksmiths Tweed** Phone: **1300 526 011**

WATER USAGE

Will the Tenant be required to pay separately for water usage? Yes No If 'yes', see Clauses 12 and 13

UTILITIES

Is electricity supplied to the premises from an embedded network? Yes No

Is gas supplied to the premises from an embedded network? Yes No

For more information on consumer rights if electricity or gas is supplied from an embedded network contact NSW Fair Trading.

SMOKE ALARMS

Indicate whether the smoke alarms installed in the residential premises are hardwired or battery operated:

Hardwired smoke alarm Battery operated smoke alarm

If the smoke alarms are battery operated, are the batteries in the smoke alarms of a kind the tenant can replace? Yes No

If yes, specify the type of battery that needs to be used if the battery in the smoke alarm needs to be replaced:

If the smoke alarms are hardwired, are the back-up batteries in the smoke alarms of a kind the tenant can replace? Yes No

If yes, specify the type of back-up battery that needs to be used if the back-up battery in the smoke alarm needs to be replaced:

If the *Strata Schemes Management Act 2015* applies to the residential premises, is the owners corporation of the strata scheme responsible for the repair and replacement of smoke alarms in the residential premises? Yes No

STRATA BY-LAWS

Are there any strata or community scheme by-laws applicable to the residential premises? Yes No
If 'yes', see Clauses 38 and 39

GIVING NOTICES AND OTHER DOCUMENTS ELECTRONICALLY [OPTIONAL]

[Cross out if not applicable]

Indicate below for each person whether the person provides express consent to any notice and any other document under section 223 of the *Residential Tenancies Act 2010* being given or served on them by email. The *Electronic Transactions Act 2000* applies to notices and other documents you send or receive electronically.

[You should only consent to electronic service if you check your emails regularly. If there is more than one tenant on the agreement, all tenants should agree on a single email address for electronic service. This will help ensure co-tenants receive notices and other documents at the same time.]

Landlord

Does the landlord give express consent to the electronic service of notices and documents? Yes No If yes, see clause 50.

Email Address: rentals@rayrealestate.com.au

[Specify email address to be used for the purpose of serving notices and documents]

Tenant

Does the tenant give express consent to the electronic service of notices and documents? Yes No If yes, see clause 50.

Email Address: keira_edwards@hotmail.com

[Specify email address to be used for the purpose of serving notices and documents]

CONDITION REPORT

A condition report relating to the condition of the premises must be completed by or on behalf of the Landlord before or when this Agreement is given to the tenant for signing.

If this Agreement is for premises already occupied by the tenant under a previous agreement, **the landlord and tenant agree** that the condition report, prepared for a tenancy agreement dated 08 / 06 / 2021 and entered into by the tenant, applies to this Agreement.

TENANCY LAWS

The *Residential Tenancies Act 2010* and the *Residential Tenancies Regulation 2019* apply to this Agreement. Both the Landlord and the Tenant must comply with these laws.

STANDARD TERMS OF AGREEMENT

RIGHT TO OCCUPY THE PREMISES

1. **The landlord agrees** that the tenant has the right to occupy the residential premises during the tenancy. The residential premises include the additional things (if any) noted under "Residential premises".

COPY OF AGREEMENT

2. **The landlord agrees** to give the tenant:
 - 2.1 a copy of this agreement before or when the tenant gives the signed copy of the agreement to the landlord or landlord's agent, and
 - 2.2 a copy of this agreement signed by both the landlord and the tenant as soon as is reasonably practicable.

RENT

3. **The tenant agrees:**
 - 3.1 to pay rent on time, and
 - 3.2 to reimburse the landlord for the cost of replacing rent deposit books or rent cards lost by the tenant, and
 - 3.3 to reimburse the landlord for the amount of any fees paid by the landlord to a bank or other authorised deposit-taking institution as a result of funds of the tenant not being available for rent payment on the due date.
4. **The landlord agrees:**
 - 4.1 to provide the tenant with at least one means to pay rent for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) and that is reasonably available to the tenant, and
 - 4.2 not to require the tenant to pay more than 2 weeks rent in advance or to pay rent for a period of the tenancy before the end of the previous period for which rent has been paid, and
 - 4.3 not to require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and
 - 4.4 to accept payment of unpaid rent after the landlord has given a termination notice on the ground of failure to pay rent if the tenant has not vacated the residential premises, and
 - 4.5 not to use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and
 - 4.6 to give a rent receipt to the tenant if rent is paid in person (other than by cheque), and
 - 4.7 to make a rent receipt available for collection by the tenant or to post it to the residential premises or to send it by email to an email address specified in this agreement by the tenant for the service of documents of that kind if rent is paid by cheque, and
 - 4.8 to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by the tenant (unless the landlord has previously provided a statement for the same period).

Note. The landlord and the tenant may, by agreement, change the manner in which rent is payable under this agreement.

RENT INCREASES

5. **The landlord and the tenant agree** that the rent cannot be increased after the end of the fixed term (if any) of this agreement or under this agreement if the agreement is for a fixed term of 2 years or more, unless the landlord gives not less than 60 days written notice of the increase to the tenant. The notice must specify the increased rent and the day from which it is payable.

Note. Section 42 of the *Residential Tenancies Act 2010* sets out the circumstances in which rent may be increased during the fixed term of a residential tenancy agreement. An additional term for this purpose may be included in the agreement.

6. **The landlord and the tenant agree** that the rent may not be increased after the end of the fixed term (if any) of this agreement more than once in any 12-month period.

7. The landlord and the tenant agree:

- 7.1 that the increased rent is payable from the day specified in the notice, and
- 7.2 that the landlord may cancel or reduce the rent increase by a later notice that takes effect on the same day as the original notice, and
- 7.3 that increased rent under this agreement is not payable unless the rent is increased in accordance with this agreement and the *Residential Tenancies Act 2010* or by the Civil and Administrative Tribunal.

RENT REDUCTIONS

8. **The landlord and the tenant agree** that the rent abates if the residential premises:
 - 8.1 are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or
 - 8.2 cease to be lawfully usable as a residence, or
 - 8.3 are compulsorily appropriated or acquired by an authority.
9. The landlord and the tenant may, at any time during this agreement, agree to reduce the rent payable.

PAYMENT OF COUNCIL RATES, LAND TAX, WATER AND OTHER CHARGES

10. **The landlord agrees** to pay:
 - 10.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
 - 10.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
 - 10.3 all charges for the supply of electricity, non-bottled gas or oil to the tenant at the residential premises that are not separately metered, and
- Note 1.** Clause 10.3 does not apply to premises located in an embedded network in certain circumstances in accordance with clauses 34 and 35 of the *Residential Tenancies Regulation 2019*.
- Note 2.** Clause 10.3 does not apply to social housing tenancy agreements in certain circumstances, in accordance with clause 36 of the *Residential Tenancies Regulation 2019*.
- 10.4 the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
 - 10.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
 - 10.6 all charges in connection with a water supply service to residential premises that are not separately metered, and
 - 10.7 all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
 - 10.8 all service availability charges, however described, for the supply of non-bottled gas to the residential premises if the premises are separately metered but do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises, and
 - 10.9 the costs and charges for repair, maintenance or other work carried out on the residential premises which is required to facilitate the proper installation or replacement of an electricity meter, in working order, including an advanced meter, if the meter installation is required by the retailer to replace an existing meter because the meter is faulty, testing indicates the meter may become faulty or the meter has reached the end of its life.

11. **The tenant agrees to pay:**
- 11.1 all charges for the supply of electricity or oil to the tenant at the residential premises if the premises are separately metered, and
- 11.2 all charges for the supply of non-bottled gas to the tenant at the residential premises if the premises are separately metered, unless the premises do not have any appliances supplied by the landlord for which gas is required and the tenant does not use gas supplied to the premises, and

Note. Charges for the supply of gas in certain circumstances may also be payable by a tenant under a social housing agreement in accordance with clause 36 of the *Residential Tenancies Regulation 2019*.

- 11.3 all charges for the supply of bottled gas to the tenant at the residential premises except for the costs and charges for the supply or hire of gas bottles at the start of the tenancy, and
- 11.4 all charges for pumping out a septic system used for the residential premises, and
- 11.5 any excess garbage charges relating to the tenant's use of the residential premises, and
- 11.6 water usage charges, if the landlord has installed water efficiency measures referred to in clause 10 of the *Residential Tenancies Regulation 2019* and the residential premises:
- 11.6.1 are separately metered, or
- 11.6.2 are not connected to a water supply service and water is delivered by vehicle.

Note. *Separately metered* is defined in the *Residential Tenancies Act 2010*.

12. **The landlord agrees** that the tenant is not required to pay water usage charges unless:
- 12.1 the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and
- 12.2 the landlord gives the tenant at least 21 days to pay the charges, and
- 12.3 the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the water supply authority, and
- 12.4 the residential premises have the following water efficiency measures:
- 12.4.1 all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres a minute,
- 12.4.2 on and from 23 March 2025, all toilets are dual flush toilets that have a minimum 3 star rating in accordance with the WELS scheme,
- 12.4.3 all showerheads have a maximum flow rate of 9 litres a minute,
- 12.4.4 at the commencement of the residential tenancy agreement and whenever any other water efficiency measures are installed, repaired or upgraded, the premises are checked and any leaking taps or toilets on the premises have been fixed.
13. **The landlord agrees** to give the tenant the benefit of, or an amount equivalent to, any rebate received by the landlord for water usage charges payable or paid by the tenant.

POSSESSION OF THE PREMISES

14. **The landlord agrees:**
- 14.1 to make sure the residential premises are vacant so the tenant can move in on the date agreed, and
- 14.2 to take all reasonable steps to ensure that, at the time of signing this agreement, there is no legal reason why the premises cannot be used as a residence for the term of this agreement.

TENANT'S RIGHT TO QUIET ENJOYMENT

15. **The landlord agrees:**
- 15.1 that the tenant will have quiet enjoyment of the residential premises without interruption by the landlord or any person claiming by, through or under the landlord or having superior title to that of the landlord (such as a head landlord), and
- 15.2 that the landlord or the landlord's agent will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant in using the residential premises, and
- 15.3 that the landlord or the landlord's agent will take all reasonable steps to ensure that the landlord's other neighbouring tenants do not interfere with the reasonable peace, comfort or privacy of the tenant in using the residential premises.

USE OF THE PREMISES BY TENANT

16. **The tenant agrees:**
- 16.1 not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and
- 16.2 not to cause or permit a nuisance, and
- 16.3 not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and
- 16.4 not to intentionally or negligently cause or permit any damage to the residential premises, and
- 16.5 not to cause or permit more people to reside in the residential premises than is permitted by this agreement.
17. **The tenant agrees:**
- 17.1 to keep the residential premises reasonably clean, and
- 17.2 to notify the landlord as soon as practicable of any damage to the residential premises, and
- 17.3 that the tenant is responsible to the landlord for any act or omission by a person who is lawfully on the residential premises if the person is only permitted on the premises with the tenant's consent and the act or omission would be in breach of this agreement if done or omitted by the tenant, and
- 17.4 that it is the tenant's responsibility to replace light globes on the residential premises.
18. **The tenant agrees**, when this agreement ends and before giving vacant possession of the premises to the landlord:
- 18.1 to remove all the tenant's goods from the residential premises, and
- 18.2 to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and
- 18.3 to leave the residential premises reasonably clean, having regard to their condition at the commencement of the tenancy, and
- 18.4 to remove or arrange for the removal of all rubbish from the residential premises in a way that is lawful and in accordance with council requirements, and
- 18.5 to make sure that all light fittings on the premises have working globes, and
- 18.6 to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

Note. Under section 54 of the *Residential Tenancies Act 2010*, the vicarious liability of a tenant for damage to residential premises caused by another person is not imposed on a tenant who is the victim of a domestic violence offence, or a co-tenant who is not a relevant domestic violence offender, if the damage occurred during the commission of a domestic violence offence (within the meaning of that Act).

LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

19. **The landlord agrees:**
- 19.1 to make sure that the residential premises are reasonably clean and fit to live in, and

Note 1. Section 52 of the *Residential Tenancies Act 2010* specifies the minimum requirements that must be met for residential premises to be fit to live in. These include that the residential premises:

- (a) are structurally sound, and
- (b) have adequate natural light or artificial lighting in each room of the premises other than a room that is intended to be used only for the purposes of storage or a garage, and
- (c) have adequate ventilation, and
- (d) are supplied with electricity or gas and have an adequate number of electricity outlet sockets or gas outlet sockets for the supply of lighting and heating to, and use of appliances in, the premises, and
- (e) have adequate plumbing and drainage, and
- (f) are connected to a water supply service or infrastructure that supplies water (including, but not limited to, a water bore or water tank) that is able to supply to the premises hot and cold water for drinking and ablution and cleaning activities, and
- (g) contain bathroom facilities, including toilet and washing facilities, that allow privacy for the user.

Note 2. Premises are structurally sound only if the floors, ceilings, walls, supporting structures (including foundations), doors, windows, roof, stairs, balconies, balustrades and railings:

- (a) are in a reasonable state of repair, and
 - (b) with respect to the floors, ceilings, walls and supporting structures-are not subject to significant dampness, and
 - (c) with respect to the roof, ceilings and windows-do not allow water penetration into the premises, and
 - (d) are not liable to collapse because they are rolled or otherwise defective.
- 19.2 to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and
- 19.3 to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises, and
- 19.4 not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and
- 19.5 not to hinder a tradesperson's entry to the residential premises when the tradesperson is carrying out maintenance or repairs necessary to avoid health or safety risks to any person, or to avoid a risk that the supply of gas, electricity, water, telecommunications or other services to the residential premises may be disconnected, and
- 19.6 to comply with all statutory obligations relating to the health or safety of the residential premises, and
- 19.7 that a tenant who is the victim of a domestic violence offence or a co-tenant who is under the same agreement as the victim of the domestic violence offence but is not a relevant domestic violence offender is not responsible to the landlord for any act or omission by a co-tenant that is a breach of this agreement if the act or omission constitutes or resulted in damage to the premises and occurred during the commission of a domestic violence offence.

URGENT REPAIRS

20. The landlord agrees to pay the tenant, within 14 days after receiving written notice from the tenant, any reasonable costs (not exceeding \$1,000) that the tenant has incurred for making urgent repairs to the residential premises (of the type set out below) so long as:
- 20.1 the damage was not caused as a result of a breach of this agreement by the tenant, and
- 20.2 the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and
- 20.3 the tenant gives the landlord a reasonable opportunity to make the repairs, and

- 20.4 the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
- 20.5 the repairs are carried out, where appropriate, by licensed or properly qualified persons, and
- 20.6 the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

Note. The type of repairs that are *urgent repairs* are defined in the *Residential Tenancies Act 2010* and are defined as follows-

- (a) a burst water service,
- (b) an appliance, fitting or fixture that uses water or is used to supply water that is broken or not functioning properly, so that a substantial amount of water is being wasted,
- (c) a blocked or broken lavatory system,
- (d) a serious roof leak,
- (e) a gas leak,
- (f) a dangerous electrical fault,
- (g) flooding or serious flood damage,
- (h) serious storm or fire damage,
- (i) a failure or breakdown of the gas, electricity or water supply to the premises,
- (j) a failure or breakdown of any essential service on the residential premises for hot water, cooking, heating, cooling or laundering,
- (k) any fault or damage that causes the premises to be unsafe or insecure.

SALE OF THE PREMISES

21. The landlord agrees:
- 21.1 to give the tenant written notice that the landlord intends to sell the residential premises, at least 14 days before the premises are made available for inspection by potential purchasers, and
- 21.2 to make all reasonable efforts to agree with the tenant as to the days and times when the residential premises are to be available for inspection by potential purchasers.
22. The tenant agrees not to unreasonably refuse to agree to days and times when the residential premises are to be available for inspection by potential purchasers.
23. The landlord and the tenant agree:
- 23.1 that the tenant is not required to agree to the residential premises being available for inspection more than twice in a period of a week, and
- 23.2 that, if they fail to agree, the landlord may show the residential premises to potential purchasers not more than twice in any period of a week and must give the tenant at least 48 hours notice each time.

LANDLORD'S ACCESS TO THE PREMISES

24. The landlord agrees that the landlord, the landlord's agent or any person authorised in writing by the landlord, during the currency of this agreement, may only enter the residential premises in the following circumstances:
- 24.1 in an emergency (including entry for the purpose of carrying out urgent repairs),
- 24.2 if the Civil and Administrative Tribunal so orders,
- 24.3 if there is good reason for the landlord to believe the premises are abandoned,
- 24.4 if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,
- 24.5 to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),
- 24.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,

- 24.7 to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,
- 24.8 to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),
- 24.9 to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),
- 24.10 to take photographs, or make visual recordings, of the inside of the premises in order to advertise the premises for sale or lease, if the tenant is given reasonable notice and reasonable opportunity to move any of their possessions that can reasonably be moved out of the frame of the photograph or the scope of the recording (this is only allowed once in a 28 day period before marketing of the premises starts for sale or lease or the termination of this agreement),
- 24.11 if the tenant agrees.
- 25. The landlord agrees** that a person who enters the residential premises under clause 24.5, 24.6, 24.7, 24.8, 24.9 or 24.10 of this agreement:
- 25.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
- 25.2 may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and
- 25.3 must not stay on the residential premises longer than is necessary to achieve the purpose of the entry to the premises, and
- 25.4 must, if practicable, notify the tenant of the proposed day and time of entry.
- 26. The landlord agrees** that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.
- 27. The tenant agrees** to give access to the residential premises to the landlord, the landlord's agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.

PUBLISHING PHOTOGRAPHS OR VISUAL RECORDINGS

- 28. The landlord agrees** that the landlord or the landlord's agent must not publish any photographs taken or visual recordings made of the inside of the residential premises in which the tenant's possessions are visible unless they first obtain written consent from the tenant.
- Note.** See section 55A of the *Residential Tenancies Act 2010* for when a photograph or visual recording is published
- 29. The tenant agrees** not to unreasonably withhold consent. If the tenant is in circumstances of domestic violence, within the meaning of section 105B of the *Residential Tenancies Act 2010*, it is not unreasonable for the tenant to withhold consent.

FIXTURES, ALTERATIONS, ADDITIONS OR RENOVATIONS TO THE PREMISES

- 30. The tenant agrees:**
- 30.1 not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and
- 30.2 that certain kinds of fixtures or alterations, additions or renovations that are of a minor nature specified by clause 22(2) of the *Residential Tenancies Regulation 2019* may only be carried out by a person appropriately qualified to carry out those alterations unless the landlord gives consent, and

- 30.3 to pay the cost of a fixture, installed by or on behalf of the tenant, or any renovation, alteration or addition to the residential premises, unless the landlord otherwise agrees, and
- 30.4 not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and
- 30.5 to notify the landlord of any damage caused by removing any fixture attached by the tenant, and
- 30.6 to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.
- 31. The landlord agrees** not to unreasonably withhold consent to a fixture, or to an alteration, addition or renovation that is of a minor nature.

Note. The *Residential Tenancies Regulation 2019* provides a list of the kinds of fixtures or alterations, additions or renovations of a minor nature to which it would be unreasonable for a landlord to withhold consent and which of those fixtures, or alterations, additions or renovations the landlord may give consent to on the condition that the fixture or alteration, addition or renovation is carried out by an appropriately qualified person.

LOCKS AND SECURITY DEVICES

- 32. The landlord agrees:**
- 32.1 to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and
- 32.2 to give each tenant under this agreement a copy of the key or opening device or information to open any lock or security device for the residential premises or common property to which the tenant is entitled to have access, and
- 32.3 not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and
- 32.4 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the tenant agrees, and
- 32.5 to give each tenant under this agreement a copy of any key or other opening device or information to open any lock or security device that the landlord changes as soon as practicable (and no later than 7 days) after the change.
- 33. The tenant agrees:**
- 33.1 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and
- 33.2 to give the landlord a copy of the key or opening device or information to open any lock or security device that the tenant changes within 7 days of the change.
- 34.** A copy of a changed key or other opening device need not be given to the other party if the other party agrees not to be given a copy or the Civil and Administrative Tribunal authorises a copy not to be given or the other party is prohibited from access to the residential premises by an apprehended violence order.

TRANSFER OF TENANCY OR SUB-LETTING BY TENANT

- 35. The landlord and the tenant agree** that:
- 35.1 the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and
- 35.2 the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and

- 35.3 the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and
- 35.4 without limiting clause 35.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

Note. Clauses 35.3 and 35.4 do not apply to social housing tenancy agreements

36. **The landlord agrees** not to charge for giving permission other than for the landlord's reasonable expenses in giving permission.

CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT

37. **The landlord agrees:**

- 37.1 if the name and telephone number or contact details of the landlord change, to give the tenant notice in writing of the change within 14 days, and
- 37.2 if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and
- 37.3 if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and
- 37.4 if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days, and
- 37.5 if the State, Territory or country in which the landlord ordinarily resides changes, to give the tenant notice in writing of the change within 14 days.

COPY OF CERTAIN BY-LAWS TO BE PROVIDED

[Cross out if not applicable]

38. ~~The landlord agrees to give to the tenant, before the tenant enters into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the *Strata Schemes Management Act 2015*.~~
39. ~~The landlord agrees to give to the tenant, within 7 days of entering into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the *Strata Schemes Development Act 2015*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989*.~~

MITIGATION OF LOSS

40. **The rules of law** relating to mitigation of loss or damage on breach of a contract apply to a breach of this agreement. (For example, if the tenant breaches this agreement, the landlord will not be able to claim damages for loss which could have been avoided by reasonable effort by the landlord.)

RENTAL BOND

[Cross out this clause if no rental bond is payable]

41. **The landlord agrees** that, where the landlord or the landlord's agent applies to the Rental Bond Board or the Civil and Administrative Tribunal for payment of the whole or part of the rental bond to the landlord, the landlord or the landlord's agent will provide the tenant with:
- 41.1 details of the amount claimed, and
- 41.2 copies of any quotations, accounts and receipts that are relevant to the claim, and
- 41.3 a copy of a completed condition report about the residential premises at the end of the residential tenancy agreement.

SMOKE ALARMS

42. **The landlord agrees to:**

- 42.1 ensure that smoke alarms are installed in accordance with the *Environmental Planning and Assessment Act 1979* if that Act requires them to be installed in the premises and are functioning in accordance with the regulations under that Act, and
- 42.2 conduct an annual check of all smoke alarms installed on the residential premises to ensure that the smoke alarms are functioning, and
- 42.3 install or replace, or engage a person to install or replace, all removable batteries in all smoke alarms installed on the residential premises annually, except for smoke alarms that have a removable lithium battery, and
- 42.4 install or replace, or engage a person to install or replace, a removable lithium battery in a smoke alarm in the period specified by the manufacturer of the smoke alarm, and
- 42.5 engage an authorised electrician to repair or replace a hardwired smoke alarm, and
- 42.6 repair or replace a smoke alarm within 2 business days of becoming aware that the smoke alarm is not working unless the tenant notifies the landlord that the tenant will carry out the repair to the smoke alarm and the tenant carries out the repair, and
- 42.7 reimburse the tenant for the costs of a repair or replacement of a smoke alarm in accordance with clause 18 of the *Residential Tenancies Regulation 2019*, that the tenant is allowed to carry out.

Note 1. Under section 64A of the *Residential Tenancies Act 2010*, repairs to a smoke alarm includes maintenance of a smoke alarm in working order by installing or replacing a battery in the smoke alarm.

Note 2. Clauses 42.2-42.7 do not apply to a landlord of premises that comprise or include a lot in a strata scheme (within the meaning of the *Strata Schemes Management Act 2015*) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.

Note 3. A tenant who intends to carry out a repair to a smoke alarm may do so only in the circumstances prescribed for a tenant in clause 15 of the *Residential Tenancies Regulation 2019*.

Note 4. Section 64A of the Act provides that a smoke alarm includes a heat alarm.

43. **The tenant agrees:**

- 43.1 to notify the landlord if a repair or a replacement of a smoke alarm is required, including replacing a battery in the smoke alarm, and
- 43.2 that the tenant may only replace a battery in a battery-operated smoke alarm, or a back-up battery in a hardwired smoke alarm, if the smoke alarm has a removable battery or a removable back-up battery, and
- 43.3 to give the landlord written notice, as soon as practicable if the tenant will carry out and has carried out a repair or replacement, or engages a person to carry out a repair or replacement, in accordance with clauses 15-17 of the *Residential Tenancies Regulation 2019*.

Note. Clauses 43.2 and 43.3 do not apply to tenants under social housing tenancy agreements or tenants of premises that comprise or include a lot in a strata scheme (within the meaning of the *Strata Schemes Management Act 2015*) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.

44. **The landlord and the tenant each agree** not to remove or interfere with the operation of a smoke alarm installed on the residential premises unless they have a reasonable excuse to do so.

Note. The regulations made under the *Environmental Planning and Assessment Act 1979* provide that it is an offence to remove or interfere with the operation of a smoke alarm or a heat alarm in particular circumstances.

SWIMMING POOLS

[Cross out this clause if there is no swimming pool]

45. ~~The landlord agrees to ensure that the requirements of the Swimming Pools Act 1992 have been complied with in respect of the swimming pool on the residential premises:~~

[Cross out the following clause if there is no swimming pool or the swimming pool is situated on land in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) or in a community scheme (within the meaning of the Community Land Development Act 1989) and that strata or community scheme comprises more than 2 lots]

46. ~~The landlord agrees to ensure that at the time that this residential tenancy agreement is entered into:~~

46.1 ~~the swimming pool on the residential premises is registered under the Swimming Pools Act 1992 and has a valid certificate of compliance under that Act or a relevant occupation certificate within the meaning of that Act; and~~

46.2 ~~a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant.~~

Note: A swimming pool certificate of compliance is valid for 3 years from its date of issue.

LOOSE-FILL ASBESTOS INSULATION

47. The landlord agrees:

47.1 if, at the time that this residential tenancy agreement is entered into, the premises have been and remain listed on the LFAI Register, the tenant has been advised in writing by the landlord that the premises are listed on that Register, or

47.2 if, during the tenancy, the premises become listed on the LFAI Register, to advise the tenant in writing, within 14 days of the premises being listed on the Register, that the premises are listed on the Register.

COMBUSTIBLE CLADDING

48. The landlord agrees that if, during the tenancy, the landlord becomes aware of any of the following facts, the landlord will advise the tenant in writing within 14 days of becoming aware of the fact:

48.1 that the residential premises are part of a building in relation to which a notice of intention to issue a fire safety order, or a fire safety order, has been issued requiring rectification of the building regarding external combustible cladding,

48.2 that the residential premises are part of a building in relation to which a notice of intention to issue a building product rectification order, or a building product rectification order, has been issued requiring rectification of the building regarding external combustible cladding,

48.3 that the residential premises are part of a building where a development application or complying development certificate application has been lodged for rectification of the building regarding external combustible cladding.

SIGNIFICANT HEALTH OR SAFETY RISKS

49. The landlord agrees that if, during the tenancy, the landlord becomes aware that the premises are subject to a significant health or safety risk, the landlord will advise the tenant in writing, within 14 days of becoming aware, that the premises are subject to the significant health or safety risk and the nature of the risk.

ELECTRONIC SERVICE OF NOTICES AND OTHER DOCUMENTS

50. The landlord and the tenant agree:

50.1 to only serve any notices and any other documents, authorised or required by the Residential Tenancies Act 2010 or the regulations or this agreement, on the other party by email if the other party has provided express consent, either as part of this agreement or otherwise, that a specified email address is to be used for the purpose of serving notices and other documents, and

50.2 to notify the other party in writing within 7 days if the email address specified for electronic service of notices and other documents changes, and

50.3 that they may withdraw their consent to the electronic service of notices and other documents at any time, by notifying the other party in writing, and

50.4 if a notice is given withdrawing consent to electronic service of notices and other documents, following the giving of such notice, no further notices or other documents are to be served by email.

BREAK FEE FOR FIXED TERM OF NOT MORE THAN 3 YEARS

51. The tenant agrees that, if the tenant ends the residential tenancy agreement before the end of the fixed term of the agreement, the tenant must pay a break fee of the following amount if the fixed term is not more than 3 years:

51.1 4 weeks rent if less than 25% of the fixed term has expired,

51.2 3 weeks rent if 25% or more but less than 50% of the fixed term has expired,

51.3 2 weeks rent if 50% or more but less than 75% of the fixed term has expired,

51.4 1 week's rent if 75% or more of the fixed term has expired.

This clause does not apply if the tenant terminates a fixed term residential tenancy agreement for a fixed term of more than 3 years or if the tenant terminates a residential tenancy agreement early for a reason that is permitted under the Residential Tenancies Act 2010.

Note. Permitted reasons for early termination include destruction of residential premises, breach of the agreement by the landlord and an offer of social housing or a place in an aged care facility, and being in circumstances of domestic violence. Section 107 of the Residential Tenancies Act 2010 regulates the rights of the landlord and tenant under this clause.

52. The landlord agrees that the compensation payable by the tenant for ending the residential tenancy agreement before the end of the fixed term of not more than 3 years is limited to the amount specified in clause 51 and any occupation fee payable under the Residential Tenancies Act 2010 for goods left on the residential premises

Note. Section 107 of the Residential Tenancies Act 2010 also regulates the rights of landlords and tenants for a residential tenancy agreement with a fixed term of more than 3 years.

ADDITIONAL TERMS

[Additional terms may be included in this agreement if:

(a) both the landlord and the tenant agree to the terms, and

(b) they do not conflict with the Residential Tenancies Act 2010, the Residential Tenancies Regulation 2019 or any other Act, and

(c) they do not conflict with the standard terms of this agreement.

ANY ADDITIONAL TERMS ARE NOT REQUIRED BY LAW AND ARE NEGOTIABLE.]

ADDITIONAL TERM - PETS

[Cross out this clause if not applicable]

53. ~~The landlord agrees that the tenant may keep the following animal on the residential premises [specify the breed, size etc]:~~

54. The tenant agrees:

54.1 to supervise and keep the animal within the premises, and

54.2 to ensure that the animal does not cause a nuisance, or breach the reasonable peace, comfort or privacy of neighbours, and

54.3 to ensure that the animal is registered and micro-chipped if required under law, and

54.4 to comply with any council requirements.

55. The tenant agrees to have the carpet professionally cleaned or to pay the cost of having the carpet professionally cleaned at the end of the tenancy if cleaning is required because an animal has been kept on the residential premises during the tenancy.

56.1 The tenant agrees:

(a) to have the residential premises fumigated, at the tenant's own expense, if the fumigation is required because animals have been kept on the residential premises during the tenancy.

(b) where there is any damage to the residential premises as a result of animals having been kept on the residential premises, to repair such damage at the tenant's own expense.

(c) to indemnify the landlord in respect of any damage to property or claims made as a result of damage to any person or property caused or arising from animals having been kept on the residential premises during the tenancy.

(d) when requested, to provide written evidence of compliance with Clauses 56, 56.1(a) and 56.1(b) to the landlord/landlord's agent.

56.2 The tenant agrees not to keep animals on the residential premises without obtaining the landlord's consent, as may be provided in the space allowed in clause 53 or otherwise and where such consent is provided, the provisions of clauses 53, 54, 55 and 56.1 will apply to all animals kept on the premises.

ADDITIONAL TERM - CONDITION REPORT

57. Where the landlord has in compliance with the *Residential Tenancies Act 2010* provided the tenant with the signed condition report and the tenant has not returned the condition report within 7 days after taking possession of the residential premises the tenant will be deemed to have accepted the condition report.

57.1 The condition report will form part of and be included in this agreement.

ADDITIONAL TERM - INSPECTIONS

58.1 The tenant will permit the landlord/landlord's agent, on entering the residential premises in accordance with Clause 24.5 (inspect the premises) of the Standard Terms, to record the condition of the residential premises by taking photos and/or videos. The photos or videos will be used to compare with any photos or videos taken in the preparation of the condition report provided to the tenant at the start of the tenancy. Such comparison is to assist in identifying any damage or defects that may arise during the tenancy. Photos or videos may not be used for advertising or any other purpose and copies will be provided to the tenant on request at no charge. Should the landlord/landlord's agent require photos or videos of the residential premises for any purpose other than as outlined above the landlord/landlord's agent must obtain the tenant's written authorisation.

58.2 Reasonable care will be taken to avoid including details of the tenant's personal property and effects in such photos or videos.

ADDITIONAL TERM - CARE OF PREMISES

59. The tenant agrees, in addition to the requirements of Clauses 16, 17 and 18 of this agreement:

59.1 to place all household rubbish suitably bagged and wrapped in the bin provided by the local authority and to put the bin out for collection on the designated day for collection and to remove the bin to the premises as soon as practicable after it has been emptied and return it to its allotted place. Where bins are lost or stolen it is the tenant's responsibility to replace the bins at the tenant's cost.

59.2 not to use any sink, basin, toilet, drain or like facility in or connected to the premises for other than their intended use or do anything that might damage or block the plumbing drainage or sewerage system on the premises.

59.3 not to hang washing or other articles outside anywhere but the areas designated for this purpose.

59.4 to maintain all garden areas including watering trees and other plants, to mow the lawn and remove garden rubbish (including pet waste) from the garden and lawn areas.

59.5 keep the premises free of rodents, cockroaches and other vermin and to notify the landlord promptly of any vermin or pest infestation which, should the presence of such vermin or infestation have arisen due to act or neglect on the part of the tenant, shall be the tenant's responsibility to remedy.

59.6 where a product, fixture or fitting provided with the premises has a warning label or safety instructions attached the tenant is not to deface, damage or remove such label.

59.7 to properly look after and not alter or remove any landlord's property including fixtures, furniture, electrical and other appliance and equipment let with the premises and only to operate appliances or equipment in accordance with the manufacturer's instructions or landlord's directions.

59.8 not to affix any television antenna to the premises.

59.9 not to maliciously or negligently damage the premises or any part of the premises.

59.10 to replace cracked and/or broken glass where such breakage has arisen as a result of malicious damage or other action on the part of the tenant or it's guest/s.

59.11 to replace any light bulbs and fluorescent tubes that have blown during the term of the tenancy.

59.12 to take all reasonable steps to prevent the occurrence of mould or dampness in or about the premises and will advise the landlord promptly of the occurrence of mould and dampness at the premises.

59.13 to notify the landlord of any infectious disease at the premises.

ADDITIONAL TERM - SWIMMING POOL SAFETY AND MAINTENANCE

If Clause 45 is deleted this clause is not applicable.

60. **Swimming Pool Safety and Maintenance**

60.1 At the commencement of the tenancy, the landlord will:

- (a) handover the pool in a condition that is safe for use
- (b) provide to the tenant a copy of the pool compliance certificate together with all relevant documentation and instructions on the use and maintenance of the swimming pool.

60.2 During the term of the tenancy:

- (a) the tenant must comply with all safety requirements of the *Swimming Pools Act 1992* in particular ensure:
 - (1) child-restraint barriers are in place and properly maintained,
 - (2) access gates and doors are securely closed at all times,
 - (3) at all times to maintain and not interfere with, move or obscure in any way warning notices and resuscitation signs in the immediate vicinity of the swimming pool,
 - (4) at all times, there are no climbable objects near the child-restraint barriers that would allow children to access the swimming pool.
- (b) where a child-restraint barrier, warning sign or resuscitation sign is damaged and becomes ineffective the tenant must advise the landlord or the agent immediately.

- (c) the tenant is responsible for general maintenance including:
- (1) regular cleaning of filter baskets
 - (2) maintaining required water levels
 - (3) removing vegetation and other rubbish from the pool
 - (4) maintaining the pool water condition
 - (5) regular pool services
 - (6) payment of costs for all required pool chemicals
 - (7) advising the landlord or the agent immediately of any pool related problem.

60.3 Immediately prior to the end of the term of the tenancy the tenant will provide to the landlord or the agent:

- (a) opportunity to inspect the pool; and/or
- (b) a pool condition report completed by a professional pool service company.

The tenant is to return the pool in good order and condition as at the beginning of the tenancy.

60.4 The landlord is responsible for repair of the pool and repair or replacement of the pool equipment resulting from general wear and tear and for reasons beyond the tenant's control and responsibility however, the tenant will be responsible for any damage or want of repair arising from the tenant's failure to comply with its obligations

60.5 If the tenant does not maintain the pool and pool equipment to the satisfaction of the landlord acting reasonably, the tenant will be in default and the landlord may seek to recover, in compliance with the Act, any loss or damage incurred.

ADDITIONAL TERM - RENTAL BOND

61. The parties agree the rental bond cannot be used for payment of the rent unless the landlord and tenant both agree in writing.

ADDITIONAL TERM - TERMINATION

62. On termination or expiration of the term the tenant agrees:

- (a) to deliver vacant possession in accordance with the termination notice; and
- (b) to deliver up all keys and security devices; and
- (c) to advise as soon as possible of the tenants contact address.

63. The termination of this agreement by notice or otherwise shall not affect in anyway either party's right to compensation for breach of the terms of this agreement nor either party's obligations to comply with this agreement and the *Residential Tenancies Act 2010*.

64. Should a fixed term agreement for more than 3 years be terminated by the tenant (other than as permitted under the *Residential Tenancies Act 2010*) before the ending date:

- (a) the tenant will be required to pay rent until the tenant has moved out and handed back the keys; and
- (b) the tenant may be liable to pay for the balance term of the tenancy, any loss of rent incurred by the landlord in re-letting the premises where the landlord/landlord's agent has taken reasonable steps to reduce or minimise rental losses; and
- (c) the parties are not relieved from their obligations to mitigate any loss on termination; and
- (d) the landlord may seek Tribunal orders for compensation, including out of pocket and other reasonable expenses, as provided by sections 187(1)(c) and (d) and 187(2) of the Act.

65. Acceptance by the landlord of payment of rent or other monies owing by the tenant after service of a notice of termination by the tenant will not amount to or be seen as a waiver of such notice or any of the landlord's rights under this agreement or the *Residential Tenancies Act 2010*.

Note. Where the tenancy is at an end and the tenant does not vacate the premises the landlord is entitled to make an application to the Civil and Administrative Tribunal for vacant possession and/or compensation.

ADDITIONAL TERM - END OF TERM OR OCCUPANCY

66. The tenant will on vacating the premises:

- (a) Return all keys, keycards and other security devices (if any) and make good the cost of replacement should any of these items not be returned or be lost at any time.
- (b) At the end of the tenancy have all carpets cleaned to a standard no less than the standard as provided by the landlord/landlord's agent at the start of the tenancy.
- (c) Fair wear and tear excepted, repair damage to the premises arising or as a result of the tenant's or its guest's actions including damage (if any) caused by the tenant's pets.
- (d) Remove all the tenant's property from the premises including rubbish and property on the premises not the property of the landlord.
- (e) Leave the premises (including the grounds) in a neat and tidy condition.
- (f) Fumigate as reasonably required if pets have been on the premises.
- (g) Provide written evidence (eg. receipt, invoice) of compliance with the requirements of Clauses 66 (c) and (f) to the landlord/landlord's agent on or before vacating.
- (h) Return all remote control devices in good working order and condition including batteries, and where not returned, make good the cost of replacement.

ADDITIONAL TERM - OCCUPANTS

67. Taking into account the provisions of Clause 17.3 of this agreement, all persons using the premises as occupants or otherwise must comply with the provisions of this agreement and the *Residential Tenancies Act 2010*.

ADDITIONAL TERM - TELECOMMUNICATION SERVICES

68. On termination the tenant agrees to leave telecommunication services (for example telephone, internet, television - analogue, digital or cable) in the same condition as at the start of the tenancy, and ensure (if required) the services are transferred or terminated as the landlord may direct.

69. Prior to entering into this agreement the tenant must satisfy itself as to the availability and suitability of any telecommunication services to the premises.

70. The landlord gives no warranty as to the provision or adequacy of such telecommunication services or as to the provision or serviceability of fittings in the premises relating to such services.

ADDITIONAL TERM - STATUTES AND BY-LAWS

71. The tenant will at all times comply with all statutes, orders, regulations, by-laws (including by-laws referred to in Clauses 38 and 39 if applicable) and management statements relating to the premises or the tenant's occupation of the premises.

ADDITIONAL TERM - INSURANCE

72. The landlord is not responsible for insuring the tenant's own property.

73. The tenant agrees, not by act or omission to, do anything which would cause any increase in the premium of any insurance the landlord may have over the premises (or their contents) or cause such insurance policy to be invalidated.

ADDITIONAL TERM - RENT INCREASE DURING THE TERM

- 74.1 In the case of a fixed term agreement of less than 2 years the landlord and tenant agree, if a rent increase is stated in the rent/rent increase item on the second page of this agreement only then may the rent be increased during the term and such increase shall be as set out in the rent/rent increase item on the second page of this agreement.
- 74.2 In the case of a fixed term agreement of 2 years or more the landlord and the tenant agree, rent payable during the term may only be increased once in any period of 12 months and where the tenant has been given at least 60 days written notice before the increased rent is payable specifying the increased rent and the day from which it is payable.

ADDITIONAL TERM - PRIVACY

75. (a) The landlord's agent must comply with the provisions of the Australian Privacy Principles (*Privacy Act 1988 (CTH)*) and where required maintain a Privacy Policy.
- (b) The Privacy Policy outlines how the landlord's agent collects and uses Personal Information provided by you as the tenant, or obtained by other means, to provide the services required by you or on your behalf.
- (c) You as the tenant agree the landlord's agent may, subject to the *Privacy Act 1988 (CTH)* (where applicable), collect, use and disclose such information to:
- (1) the landlord of the premises to which this agreement applies, insofar as such information is relevant to the managing and/or leasing of the premises; and/or
 - (2) residential tenancy databases for the purpose of enabling a proper assessment of the risk in providing you with the tenancy and if applicable listing tenancy agreement breaches (subject to the provisions of Part 11 Division 2 of the *Residential Tenancies Act 2010*); and/or
 - (3) previous managing agents or landlords and nominated referees to confirm information provided by you; and/or
 - (4) tradespeople and similar contractors engaged by the landlord/landlord's agent in order to facilitate the carrying out of works with respect to the premises; and/or
 - (5) the landlord's insurance companies; authorised real estate personnel; courts and tribunals and other third parties as may be required by the landlord's agent relating to the administration of the premises and use of the landlord's agent's services; and/or
 - (6) a utility connection provider where you request the landlord's agent to facilitate the connection and/or disconnection of your utility services; and/or
 - (7) Owners Corporations.
- (d) Documents or copies of documents provided to establish the identity of the tenant or persons entitled to deal on behalf of the tenant, will be retained by the landlord's agent in accordance with the Australian Privacy Principles and will not be used for any purpose other than confirming the identity of such person/s.
- (e) Without provision of certain information the landlord's agent may not be able to act effectively or at all in the administration of this agreement.

- (f) The tenant has the right to access such Personal Information and may require correction or amendment of any inaccurate, incomplete, out of date or irrelevant information.
- (g) The landlord's agent will provide (where applicable), on request, a copy of its Privacy Policy.

ADDITIONAL TERM - DATA COLLECTION

76. Upon signing this agreement the parties agree the landlord's agent, and the form completion service provider providing this form, may without disclosing Personal Information collect, use and disclose to Data Collection Agencies information contained in this agreement.

ADDITIONAL TERM - RELATED DOCUMENTS / NOTICES / ELECTRONIC COMMUNICATIONS

77. (a) The parties agree and confirm any documents and communications in relation to this Agreement may, subject to clause 50, be forwarded electronically and where this document has been forwarded electronically (either for signing or otherwise) the party receiving the document confirms having consented to the delivery of the document (and any other materials) by way of the electronic means of delivery before receiving the documentation.
- (b) A Related Document to be served on any party under this Tenancy Agreement shall be in writing and may be served on that party:
- (1) by delivering it to the party personally; or
 - (2) by leaving it for the party at that party's address as stated in this Tenancy Agreement; or
 - (3) by posting it to the party by ordinary mail or security mail as a letter addressed to the party at the address as stated in this Tenancy Agreement; or
 - (4) by email, where the party has given express consent in accordance with clause 50; or
 - (5) by delivery to an alternative address, provided in writing by the party, by any of the methods outlined in Clauses 77(b)(1) to (4) above.
- (c) A document posted shall be deemed to have been served, unless the contrary is shown, at the time when, by the ordinary course of post, the document would be delivered.
- (d) A document sent by electronic communication will be deemed to have been received in accordance with Section 13A of the *Electronic Transactions Act 2000 (NSW)*.
- (e) Documents given by a party's solicitor will be deemed to have been given by and with the authority of the party.
- (f) Documents must be served before 5pm on a business day, failing which, such document will be deemed to have been served on the next business day.
- (g) The parties acknowledge and agree an Electronic Document readily accessible via a link within a Related Document is received when the Related Document is served and will be opened when the Related Document is opened.
- (h) The parties agree to execution, delivery and service of documents electronically by a method provided by DocuSign or such other agreed electronic signature service provider.

NOTES

1. DEFINITIONS

In this agreement:

- (1) **data collection agency** means an agency or organisation that collects real estate data to provide information to the real estate, finance and property valuation industries to enable data analysis.
- (2) **electronic document** means any electronic communication (including Notices) as defined in the *Electronic Transactions Act 2000 (NSW)* including any electronically generated document situated on an external server readily accessible via a link within an electronic communication or other electronically generated document.
- (3) **landlord** means the person who grants the right to occupy residential premises under this agreement, and includes a successor in title to the residential premises whose interest is subject to that of the tenant and a tenant who has granted the right to occupy residential premises to a sub-tenant.
- (4) **landlord's agent** means a person who acts as the agent of the landlord and who (whether or not the person carries on any other business) carries on business as an agent for:
 - (a) the letting of residential premises, or
 - (b) the collection of rents payable for any tenancy of residential premises.
- (5) **LFAI Register** means the register of residential premises that contain or have contained loose-fill asbestos insulation that is required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*.
- (6) **personal information** means personal information as defined in the *Privacy Act 1988 (CTH)*.
- (7) **related document** means any written communication (including Notices) with regard to this matter between the parties, including any Electronic Documents.
- (8) **rental bond** means money paid by the tenant as security to carry out this agreement.
- (9) **residential premises** means any premises or part of premises (including any land occupied with the premises) used or intended to be used as a place of residence.
- (10) **tenancy** means the right to occupy residential premises under this agreement.
- (11) **tenant** means the person who has the right to occupy residential premises under this agreement, and includes the person to whom such a right passes by transfer or operation of the law and a sub-tenant of the tenant.

2. CONTINUATION OF TENANCY (if fixed term agreement)

Once any fixed term of this agreement ends, the agreement continues in force on the same terms as a periodic agreement unless the agreement is terminated by the landlord or the tenant in accordance with the *Residential Tenancies Act 2010* (see notes 3 and 4).
Clauses 5 and 6 of this agreement provide for rent to be able to be increased if the agreement continues in force, with certain restrictions.

3. ENDING A FIXED TERM AGREEMENT

If this agreement is a fixed term agreement, it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time up until the end of the fixed term but cannot take effect until the term ends. The landlord must give at least 30 days notice and the tenant must give at least 14 days notice.

4. ENDING A PERIODIC AGREEMENT

If this agreement is a periodic agreement, it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time. The landlord must give at least 90 days notice and the tenant must give at least 21 days notice.

5. OTHER GROUNDS FOR ENDING AGREEMENT

The *Residential Tenancies Act 2010* also authorises the landlord and the tenant to end this agreement on other grounds. The grounds for the landlord ending the agreement include sale of the residential premises requiring vacant possession, breach of this agreement by the tenant, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

The grounds for the tenant include breach by the landlord of information disclosure provisions under section 26 of the Act (not revealed when this agreement was entered into), breach of this agreement by the landlord, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

For more information refer to that Act or contact NSW Fair Trading on 13 32 20.

6. WARNING

It is an offence for any person to obtain possession of the residential premises without an order of the Civil and Administrative Tribunal or a judgment or order of a court if the tenant does not willingly move out. A court can order fines and compensation to be paid for such an offence.

OTHER ADDITIONAL TERMS

Additional Terms to this Agreement where inserted at the direction of either party were prepared by that party or an Australian Legal Practitioner under instruction from the party and not from the Agent. No warranty is given by the Agent with respect to such Additional Terms. Legal advice should be sought.

Refer Addendum A (Item A1)

SIGNATURES

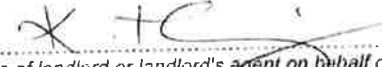
THE LANDLORD AND THE TENANT ENTER INTO THIS AGREEMENT AND AGREE TO ALL ITS TERMS.

Note. Section 9 of the Electronic Transactions Act 2000 allows for agreements to be signed electronically in NSW if the parties consent. If an electronic signature is used then it must comply with Division 2 of Part 2 of the Electronic Transactions Act 2000.

SIGNED BY THE LANDLORD:  Date: 11/6/21
(Signature of landlord or landlord's agent on behalf of the landlord)

LANDLORD INFORMATION STATEMENT

The landlord acknowledges that, at or before the time of signing this residential tenancy agreement, the landlord has read and understood the contents of an information statement published by NSW Fair Trading that sets out the landlord's rights and obligations.

SIGNED BY THE LANDLORD:  Date: 11/6/21
(Signature of landlord or landlord's agent on behalf of the landlord)

Note. May only be signed by the Landlord's Agent where the Landlord has first provided a signed Landlord's Information Statement Acknowledgement.

SIGNED BY THE TENANT:  Date: 10/6/21
(Signature of tenant)

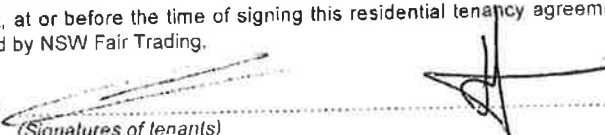
SIGNED BY THE TENANT (2):  Date: 10/6/21
(Signature of tenant 2)

SIGNED BY THE TENANT (3): _____ Date: 1/1
(Signature of tenant 3)

SIGNED BY THE TENANT (4): _____ Date: 1/1
(Signature of tenant 4)

TENANT INFORMATION STATEMENT

The tenant acknowledges that, at or before the time of signing this residential tenancy agreement, the tenant was given a copy of an information statement published by NSW Fair Trading.

SIGNED BY THE TENANT/S:  Date: 10/6/21
(Signatures of tenants)

For information about your rights and obligations as a landlord or tenant, contact:

- (a) NSW Fair Trading on 13 32 20 or www.fairtrading.nsw.gov.au, or
- (b) Law Access NSW on 1300 888 529 or www.lawaccess.nsw.gov.au, or
- (c) your local Tenants Advice and Advocacy Service at www.tenants.org.au

Addendum A

A1. Other Additional Terms

Vehicles

The parties agree the Tenant and/or the Tenant's invitees are not to park or store vehicles including trailers on areas other than those designated for parking.

Tenancy Database

Where the tenancy has ended and the Tenant has breached this Agreement and as a result owes the Landlord an amount that is more than the rental bond or the Tribunal has made a termination order, the Landlord may list personal information about the Tenant in a residential tenancy database.

Smoking - House

No smoking by any Tenant or guest is permitted in the indoor areas of the Premises nor shall the Tenant leave around the Premises, debris arising from smoking.

Repairs and Maintenance - Written Notice

The Tenant agrees and confirms all notices made in compliance with Clause 17.2 of the Terms of Agreement must be in writing (emergencies excepted).

Repairs and Maintenance - Notify Agent of Incomplete/Unsatisfactory Works

Where required repairs or maintenance have been carried out, the Tenant will notify the Agent if in the Tenant's opinion the works are unsatisfactory or incomplete.

Plugs

The Tenant acknowledges that all plugs for the kitchen, bathroom/s, laundry and the Premises in general, remain with the Premises at the end of the tenancy. Failing which, the Tenant will be responsible for replacement.

Objects Causing Damage

The Tenant will not cause to be constructed or placed upon any part of the Premises, without first obtaining the written consent of the Landlord, any shed, container, above ground pool or any other object likely to cause damage to the Premises or grounds forming part of the Premises.

Keys - Collection

The parties agree and the Tenant's acknowledges keys can only be collected between 8:30am and 5pm on or after the tenancy commencement date and not before.

Grass Clippings

Clause 59.4 is amended to read as follows:

To maintain all garden areas including watering trees and other plants, mowing the lawn, removing from the Premises garden rubbish (including pet waste and grass clippings) and keeping plants free from pests and disease.

Garages

The Tenant acknowledges that any garage included with the residential premises must primarily be used for parking a motor vehicle.

Connection of Services

The Tenants acknowledge and agree it is the Tenants' responsibility to arrange for connection of electricity (other than as required in accordance with Clause 10.2) and telecommunication services upon commencement of occupancy.

Cleaning Surfaces

All kitchen and bathroom surfaces must be cleaned and treated generally in accordance with manufacturer's instructions and/or any specific instructions given by the Landlord.

Air Conditioning Filters and Exhaust Fans

The Tenant/s agree to clean the air conditioner filters, ceiling fans and exhaust fans every 3-6 months and upon vacating the Premises.

Break In

The Tenant will, in the case of a break in, immediately contact the police and then promptly advise the Landlord/Agent.

Carpet Cleaning (Cleaned Professionally)

Further to Clause 66(b) the Agent confirms that the carpets were cleaned professionally prior to the start of the tenancy, therefore must be done upon vacating with receipt supplied.

Change of Details

The Tenant will keep the Agent updated with any change of personal details previously provided to the Agent including mobile numbers and email addresses.