

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	RE/MAX Xtra 33 Smith Street Parramatta, NSW 2150	phone: 0414946127 email: danny.woolbank@remax.com.au
co-agent		
vendor	Steven Bruce Poppett and Craig John Poppett as personal representatives Unit 51, 272 Oxley Drive, COOMBABAH, QLD 4216	
vendor's solicitor	Arcuri Turnbull Law 2112 Gold Coast Highway Miami QLD 4220	phone: 07 5526 0499 email: afendley@arcuriturnbull.com.au ref: 20250352
date for completion	42 days after the contract date	(clause 15)
land (address, plan details and title reference)	Unit 1 13-15 KINGSTON DR BANORA POINT NSW 2486 LOT 31 DEPOSITED PLAN 270252 Folio Identifier 31/270252	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" 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"/> air conditioning <input checked="" type="checkbox"/> clothes line <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input checked="" type="checkbox"/> blinds <input type="checkbox"/> curtains <input checked="" type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input checked="" type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input checked="" type="checkbox"/> TV antenna <input checked="" type="checkbox"/> other: small shed in garden
exclusions	Nil
purchaser	
purchaser's solicitor	
price	
deposit	
balance	(10% of the price, unless otherwise stated)
contract date	(if not stated, the date this contract was made)

Where there is more than one purchaser ☐ JOINT TENANTS
☐ tenants in common ☐ in unequal shares, specify:

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

buyer's agent

Note: Clause 20.15 provides "Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked."

SIGNING PAGE

VENDOR	PURCHASER
<p>Signed by</p> <p>Steven Bruce Poppett</p> <p>_____</p> <p>Vendor</p> <p>Craig John Poppett</p> <p>_____</p> <p>Vendor</p>	<p>Signed by</p> <p>_____</p> <p>Purchaser</p> <p>_____</p> <p>Purchaser</p>
VENDOR (COMPANY)	PURCHASER (COMPANY)
<p>Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____ Signature of authorised person</p> <p>_____ Signature of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Office held</p> <p>_____ Office held</p>	<p>Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____ Signature of authorised person</p> <p>_____ Signature of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Office held</p> <p>_____ Office held</p>

ChoicesVendor agrees to accept a **deposit-bond**☐ NO ☐ yes**Nominated *Electronic Lodgment Network (ELN)*** (clause 4)**Manual transaction** (clause 30)☐ NO ☐ yes

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

Tax information (the parties promise this is correct as far as each party is aware)**Land tax** is adjustable☐ NO ☐ yes**GST:** Taxable supply☐ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO ☐ yes

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

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

Purchaser must make an **GSTRW payment**☐ NO ☐ yes (if yes, vendor must provide

(GST residential withholding payment)

details)

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of **GSTRW payment**:**If more than one supplier, provide the above details for each supplier.**Amount purchaser must pay – price multiplied by the **GSTRW rate** (residential withholding rate): \$Amount must be paid: ☐ AT COMPLETION ☐ at another time (specify):Is any of the consideration not expressed as an amount in money? ☐ NO ☐ yes

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<ul style="list-style-type: none"> <input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate 	<ul style="list-style-type: none"> <input type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input checked="" type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input checked="" type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to the off the plan contract
<p>Home Building Act 1989</p> <ul style="list-style-type: none"> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover <p>Swimming Pools Act 1992</p> <ul style="list-style-type: none"> <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance 	<p>Other</p> <ul style="list-style-type: none"> <input type="checkbox"/> 60

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

TCM Strata Coastal Pty Ltd, Suite 11, Floor 1, 75-77 Wharf Street, Tweed Heads NSW 2486
Phone 02 6678 2400 Email: reception@tcmstrata.com

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

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

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

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

8 Vendor's rights and obligations

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

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
 - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
 - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.
- 9 Purchaser's default**
- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
 - 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
 - 9.2.1 for 12 months after the *termination*; or
 - 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
 - 9.3 sue the purchaser either –
 - 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
 - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
 - 9.3.2 to recover damages for breach of contract.
- 10 Restrictions on rights of purchaser**
- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
 - 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
 - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
 - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
 - 10.1.4 any change in the *property* due to fair wear and tear before completion;
 - 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
 - 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
 - 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
 - 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
 - 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
 - 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
 - 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
 - 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
 - 12.2 to apply (if necessary in the name of the vendor) for –
 - 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
 - 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
 - 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

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

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

24 Tenancies

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

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

SPECIAL CONDITIONS

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

BETWEEN STEVEN BRUCE POPPETT and CRAIG JOHN POPPETT as personal representative of 51/272 Oxley Drive, Coombabah, Qld 4216 (**Vendor**)

AND
(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, notwithstanding 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.
- (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. The parties must settle 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.

10. Registered Proprietor

-

10.1 This Contract is subject to and conditional upon the registration of a Transmission Application transferring the property from the registered proprietor BRUCE GEOFFREY POPPETT to the Vendor as personal representative of the Estate of Bruce Geoffrey Poppett.

10.2 Settlement of this Contract will occur fourteen (14) days after the registration of the Transmission Application into the Vendors name.

10.3 If the Transmission Application has not been registered within six (6) months from the contract date the Buyer may terminate this Contract by notice in writing given to the Seller in which event all Deposit and other monies received by the Seller or stakeholder on account of the Purchase Price will be refunded to the Buyer.



FOLIO: 31/270252

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
7/8/2025	3:09 PM	6	31/7/2025

LAND

LOT 31 IN COMMUNITY PLAN DP270252
AT BANORA POINT
LOCAL GOVERNMENT AREA TWEED
PARISH OF TERRANORA COUNTY OF ROUS
TITLE DIAGRAM DP270252

FIRST SCHEDULE

BRUCE GEOFFREY POPPETT (ND AV288936)

SECOND SCHEDULE (6 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND
CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 INTERESTS RECORDED ON REGISTER FOLIO 1/270252
- 3 ATTENTION IS DIRECTED TO THE MANAGEMENT STATEMENT AND DEVELOPMENT
CONTRACT OF THE COMMUNITY SCHEME FILED WITH THE COMMUNITY PLAN
- 4 DP807194 RESTRICTION(S) ON THE USE OF LAND
- 5 DP829838 RESTRICTION(S) ON THE USE OF LAND
- 6 DP832598 EASEMENT TO DRAIN WATER AND SEWAGE 3 WIDE
APPURTENANT TO THE LAND ABOVE DESCRIBED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

20250352...

PRINTED ON 7/8/2025

LOCATION DIAGRAM

NAME OF DEVELOPMENT, IF ANY
KINGSTON ROW

ADDRESS FOR SERVICE OF NOTICE
No 15 DAVES ST KINGSLIFF 248

DP270252

SHEET 1 OF 5 SHEETS

For reference to additional sheets see schedule below

Registered:  204 16.3.2001

This sheet is being continually updated to show the current subnational pattern of the scheme. For details of each update and additional and replacement sheets added see schedule below.

Council's Approval No. C 1101
Date: 7 March 2001
~~General Manager's Signature:~~

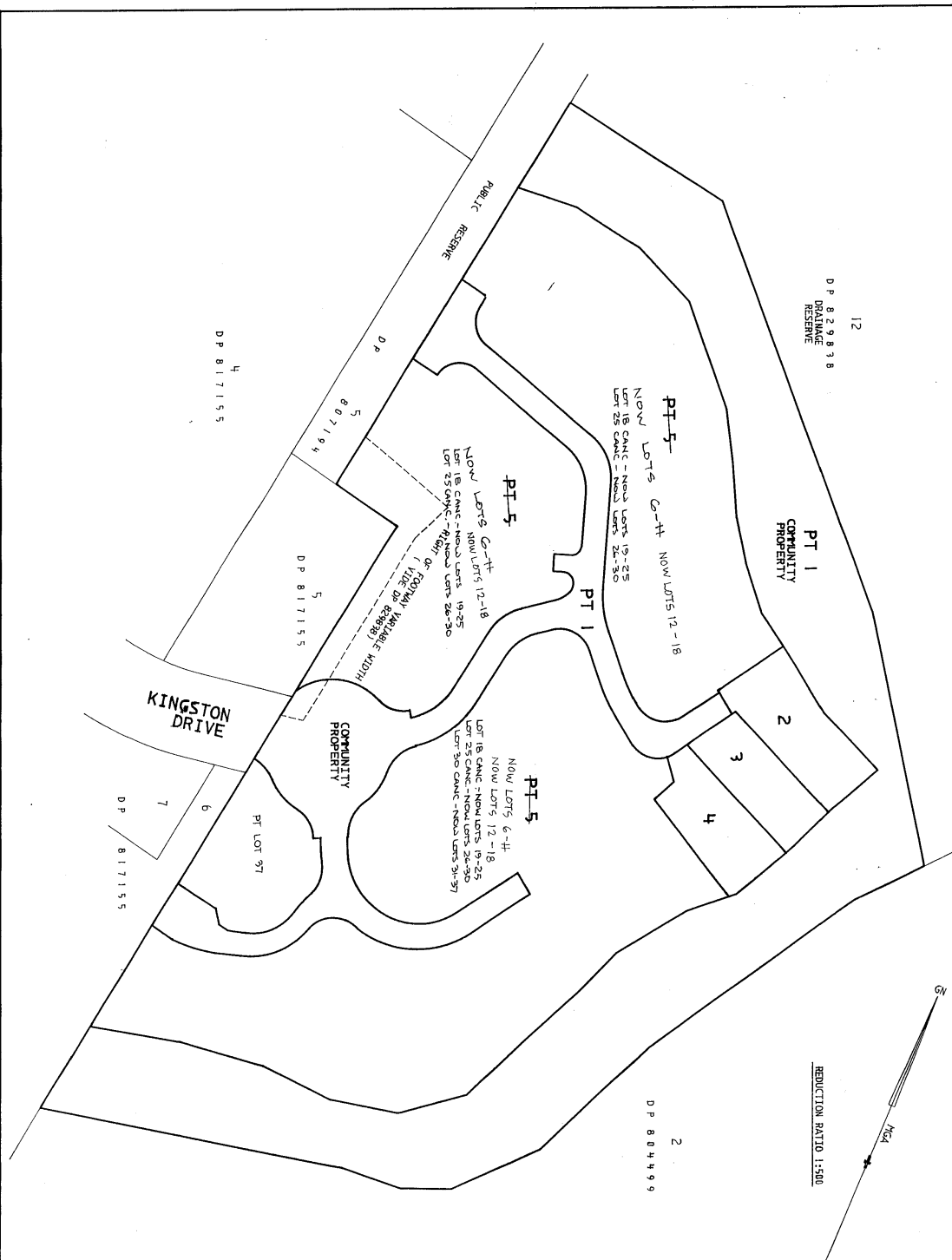
AUTHORIZED PERSON'S SIGNATURE

Surveyor's Signature
Date: 10-1-2001

-200

**SCHEDULE OF CHANGES
TO THE SCHEME**

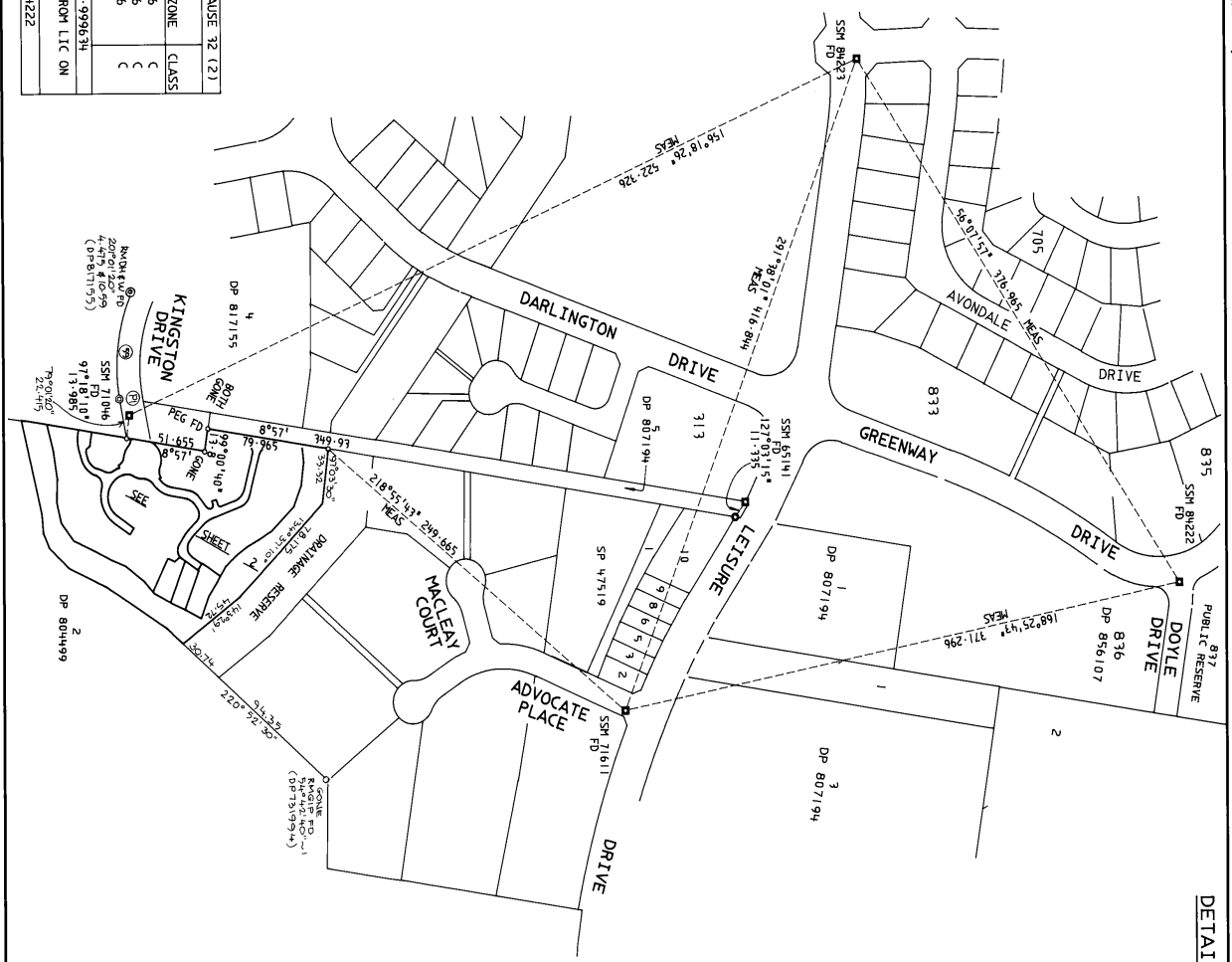
Lot No.	Details	Sheet No.
5	SUBDIVIDED INTO LOTS 6-11	6
11	SUBDIVIDED INTO LOTS 12 TO 18	7, 8
18	SUBDIVIDED INTO 19 TO 25	9, 10
25	SUBDIVIDED INTO LOTS 26 TO 30	11, 12
30	SUBDIVIDED INTO LOTS 31-37	13, 14
37	SUBDIVIDED INTO LOTS 38-44	15, 16



SURVEY PRACTICE REGULATIONS 1996 : CLAUSE 32 (2)				
MARK	EASTING	NORTHING	ZONE	CLASS
SSM 71611	5452937.846	6879364.489	56	C
SSM 71612	5452937.846	6879364.489	56	C
SSM 84223	5752200.510	6879108.118	50	C

COMBINED SEA LEVEL AND SCALE FACTOR 0.999634
 SOURCE : M.G.A. CO-ORDINATES OBTAINED FROM LIT ON
 12-12-2000
 ORIENTATION ADOPED: SSM 71611 - SSM 84223

59 BEARING DISTANCE ARC RADIUS
95°01'18" 59.261 60.045 107.5



Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE N3214-1

PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

COMMUNITY PROPERTY PLAN

LOT ONLY

OFFICE USE ONLY
COMMUNITY PLAN
DP270252

Registered: 16.3.2001

This is sheet 4 of my plan of 5 sheets

dated

Survey registered under Surveyors Act 1929

This is sheet 4 of my plan of 5 sheets

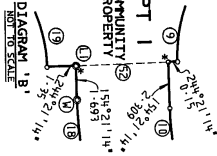
dated

Authorised Professional Surveyor/Engineer/Architect/Quantity Surveyor
For use where space is insufficient to say point on Plan Form 2

SHORT BOUNDARIES	
LINE	BEARING DISTANCE
42	160°05'02"
43	250°05'02"
44	142°20'08"
45	97°51'07"
46	73°50'14"

CONNECTIONS	
LINE	BEARING DISTANCE
50	162°33'27"
51	145°55'55"
52	64°21'20"
53	110°20'21"

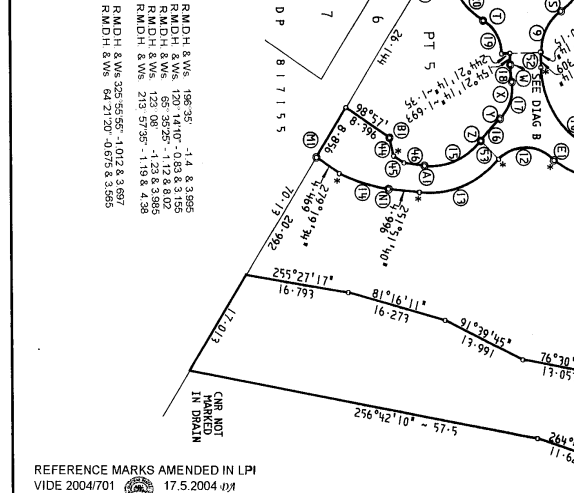
* DEMOTES DRILL HOLE IN CONC
* DEMOTES WALL IN CONC



CURVED BOUNDARIES	
LINE	BEARING DISTANCE
1	41°30'57"
2	86°30'59"
3	309°30'59"
4	214°31'11"
5	212°26'09"
6	206°08'55"
7	194°36'07"
8	182°09'39"
9	94°09'32"
10	248°09'08"
11	252°31'52"
12	252°31'52"
13	13°12'12"
14	44°14'03"
15	19°29'13"
16	355°23'24"
17	350°27'45"
18	305°42'55"
19	305°42'55"
20	284°17'18"
21	80°10'11"
22	129°51'56"
23	147°51'33"
24	132°26'17"
25	146°26'43"
26	237°24'07"
27	237°24'07"
28	212°05'07"
29	212°05'07"
30	212°05'07"
31	212°05'07"
32	263°11'13"
33	252°30'39"
34	144°54'54"
35	134°40'27"
36	134°40'27"
37	134°40'27"
38	205°05'02"

REFERENCE MARKS	
LINE	BEARING DISTANCE
A	303°57'50"
B	303°57'50"
C	303°57'50"
D	303°57'50"
E	303°57'50"
F	303°57'50"
G	303°57'50"
H	303°57'50"
I	303°57'50"
J	303°57'50"
K	303°57'50"
L	303°57'50"
M	303°57'50"
N	303°57'50"
O	303°57'50"
P	303°57'50"
Q	303°57'50"
R	303°57'50"
S	303°57'50"
T	303°57'50"
U	303°57'50"
V	303°57'50"
W	303°57'50"
X	303°57'50"
Y	303°57'50"
Z	303°57'50"

REFERENCE MARKS	
LINE	BEARING DISTANCE
A1	314°42'05"
B1	314°42'05"
C1	314°42'05"
D1	314°42'05"
E1	314°42'05"
F1	314°42'05"
G1	314°42'05"
H1	314°42'05"
I1	314°42'05"
J1	314°42'05"
K1	314°42'05"
L1	314°42'05"
M1	314°42'05"
N1	314°42'05"
O1	314°42'05"
P1	314°42'05"
Q1	314°42'05"
R1	314°42'05"
S1	314°42'05"
T1	314°42'05"
U1	314°42'05"
V1	314°42'05"
W1	314°42'05"
X1	314°42'05"
Y1	314°42'05"
Z1	314°42'05"



REFERENCE MARKS AMENDED IN LPI	
LINE	BEARING DISTANCE
A1	314°42'05"
B1	314°42'05"
C1	314°42'05"
D1	314°42'05"
E1	314°42'05"
F1	314°42'05"
G1	314°42'05"
H1	314°42'05"
I1	314°42'05"
J1	314°42'05"
K1	314°42'05"
L1	314°42'05"
M1	314°42'05"
N1	314°42'05"
O1	314°42'05"
P1	314°42'05"
Q1	314°42'05"
R1	314°42'05"
S1	314°42'05"
T1	314°42'05"
U1	314°42'05"
V1	314°42'05"
W1	314°42'05"
X1	314°42'05"
Y1	314°42'05"
Z1	314°42'05"

PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

INITIAL SCHEDULE

LOT	UNIT ENTITLEMENT	SUBDIVISION
1	Community Property	
2	9	
3	9	
4	9	
5	273	
TOTAL	300	

HISTORICAL FILE (SEE
REPLACEMENT SHEET 5A)

* OFFICE USE ONLY

COMMUNITY PLAN
DP270252

Registered: 16/3/2001

This is sheet 5 of 5 sheets
dated 10-1-2001

Strata registered under Strata Act 2000

This is sheet 5 of 5 sheets of 5
sheets covered by the Certificate No.
61701

Authorised Person

Strata Title

THIS SHEET SHOWS AN INITIAL SCHEDULE
OF UNIT ENTITLEMENTS FOR THE COMMUNITY
SCHEME WHICH IS LIABLE TO BE ALTERED
ON THE DATE OF DEVELOPMENT OR ON
THE DATE OF SUBMISSION OF A REPLACEMENT
SHEET TO THE REGISTRAR IN ACCORDANCE
WITH THE PROVISIONS OF SECTION 70 OF
THE COMMUNITY LAND DEVELOPMENT ACT
1989.

SUBSEQUENT CHANGES WILL BE RECORDED
ON A REPLACEMENT SHEET OF THIS PLAN
AND WILL BE SUBMITTED TO THE REGISTRAR
AS THE CIRCUMSTANCES REQUIRE.

1. NEIL HOULIHAN OF LISMORE, NSW
BEING A VALUER REGISTERED UNDER
THE VALUERS ACT 1978, HAS PREPARED
THIS INITIAL SCHEDULE OF UNIT ENTITLEMENTS
SHOWN ON THIS SHEET ARE BASED UPON
VALUATIONS MADE BY ME ON

Section 1: N/A

Plan Drawing only to appear in this space

PLAN/FORM REFERENCE N2714-1

PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING : CREASING OR FOLDING WILL LEAD TO REJECTION

INITIAL SCHEDULE

SCHEDULE OF UNIT ENTITLEMENT		
LOT	UNIT ENTITLEMENT	SUBDIVISION
1	Community Property	
2	9	
3	9	
4	9	
5	9	
6	9	
7	9	
8	9	
9	9	
10	9	
11	228	
TOTAL	300	

HISTORICAL FILE (SEE REPLACEMENT SHEET 5B)

REPLACEMENT SHEET 5A
DP270252

Registered: 20.6.2001
This is subject to any plan to be made under 101-5001

Developer registered under Shipping Act 1932
This is subject to any plan to be made under 101-5001

Consent Order

THIS SHEET SHOWS AN INITIAL SCHEDULE OF UNIT ENTITLEMENTS FOR THE COMMUNITY SCHEME WHICH IS TO BE DEVELOPED OR ALTERED IN ACCORDANCE WITH THE PROVISIONS OF SECTION 70 OF THE COMMUNITY LAND DEVELOPMENT ACT 1989.

SUBSEQUENT CHANGES WILL BE RECORDED IN THE HISTORICAL FILE (SEE REPLACEMENT SHEET 5B) WHICH WILL BE NUMBERED SHEET 4B-4E OF 4B5, ETC AS THE CIRCUMSTANCES REQUIRE

THIS SHEET CONTAINS AN UPDATED SCHEDULE OF UNIT ENTITLEMENT AND REPLACES SHEET 5 OF THE PLAN REGISTERED 16.03.2001

Resolution made 1: N/A
I, NEIL HOULIHAN OF LISMORE, NSW BEING A VALUER REGISTERED UNDER THE VALUERS ACT 1975, CERTIFY THAT THE UNIT ENTITLEMENTS SHOWN ON THIS SHEET ARE BASED UPON VALUATIONS MADE BY ME ON

Plan Drawing only to appear in this space

DISPOSABLE REFERENCE N214-2

PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING - CREATING OR FOLDING WILL LEAD TO REJECTION

HISTORICAL FILE
SEE REPLACEMENT SHEET 5C

DP270252

REPLACEMENT SHEET 5B
Registered: 26.11.2001

This is sheet 5B of any plan to 8 sheets
dated 22-10-2001

Stamp: Registered under Division 1A1 1929

This is sheet 5B of any plan to 8 sheets
dated 22-10-2001

Stamp: Registered under Division 1A1 1929

THIS SHEET SHOWS AN INITIAL SCHEDULE OF UNIT ENTITLEMENTS FOR THE COMMUNITY WHICH IS LIABLE TO BE ALTERED BY THE COMPLETION OF THE SCHEME IN ACCORDANCE WITH THE PROVISIONS OF SECTION 30 OF THE COMMUNITY LAND DEVELOPMENT ACT 1989.

SUBSEQUENT CHANGES WILL BE RECORDED ON A REPLACEMENT SHEET OF THIS PLAN AND WILL BE NUMBERED SHEETS 5C, 5D, 5E, ETC AS THE CIRCUMSTANCES REQUIRE.

THIS SHEET CONTAINS AN UPDATED SCHEDULE OF UNIT ENTITLEMENTS AND REPLACES SHEET 5A OF THE PLAN REGISTERED 20-6-2001

INITIAL SCHEDULE		
SCHEDULE OF UNIT ENTITLEMENT		
LOT	UNIT ENTITLEMENT	SUBDIVISION
1	Community Property	
2	9	
3	9	
4	9	
5	9	
6	9	
7	9	
8	9	
9	9	
10	9	
11	9	
12	9	
13	9	
14	9	
15	9	
16	9	
17	9	
18	174	
TOTAL	300	

I, NELL HOULIHAN OF LISMORE, NSW
BEING A VALUER REGISTERED UNDER
THE VALUATION ACT 1929, DO HEREBY
CERTIFY THAT THE UNIT ENTITLEMENTS
SHOWN ON THIS SHEET ARE BASED UPON
VALUATIONS MADE BY ME ON

26.11.2001
Nella Houlahan

Plan Drawing only to appear in this space

REPLACEMENT REFERENCE N3214-3

DP270252

Registered: 14.10.2002

dated 5-8-2002

七

Surveyor registered under Surveyors Act 1928

This is sheet 22 of the plan of 8 sheets covered by my Certificate No. SC22100140 of

AUTHORISED PERSON ~~General Officer~~

THIS SHEET SHOWS AN INITIAL SCHEDULE OF UNIT ENTITLEMENTS FOR THE COMMUNITY SCHEME WHICH IS LIABLE TO BE ALTERED AS THE SCHEME IS DEVELOPED OR ON COMPLETION OF THE SCHEME IN ACCORDANCE WITH THE PROVISIONS OF SECTION 30 OF THE COMMUNITY LAND DEVELOPMENT ACT 1989.

SUBSEQUENT CHANGES WILL BE RECORDED ON A REPLACEMENT SHEET OF THIS PLAN WHICH WILL BE NUMBERED SHEET 5D, 5E, 5F, ETC AS THE CIRCUMSTANCES REQUIRE..

THIS SHEET CONTAINS AN UPDATED SCHEDULE
OF UNIT ENTITLEMENT AND REPLACES SHEET
5B OF THE PLAN REGISTERED 26-11-2001

INITIAL SCHEDULE

SCHEDULE OF UNIT ENTITLEMENT		SUBDIVISION	
LOT	UNIT ENTITLEMENT		
1	Community Property		
2	9		
3	9		
4	NOM LOTS 6-11		SEE SHIT 6
5	9		
6	9		
7	9		
8	9		
9	9		
10	9		
11	NOM LOTS 12-18		SEE SHIT 7
12	9		
13	9		
14	9		
15	9		
16	9		
17	9		
18	NOM LOTS 19-25		SEE SHIT 9
19	7		
20	7		
21	6		
22	6		
23	6		
24	6		
25	136		
TOTAL	300		

HISTORICAL FILE
SEE REPLACEMENT SHEET 5D

I, NEIL HOOLIHAN OF LISMORE, NSW
BEING A VALUER REGISTERED UNDER
THE VALUERS REGISTRATION ACT 1975,
CERTIFY THAT THE UNIT ENTITLEMENTS
SHOWN ON THIS SHEET ARE BASED UPON
VALUATIONS MADE BY ME ON 26.11.2000

Reduction Ratio 1 : N/A

SURVEYORS REFERENCE N3214-4

PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING : CREAMING OR FOLDING WILL LEAD TO REJECTION

REPLACEMENT SHEET 7D

DP270252

Registered: NO 7.4.2003

This is issued by the Registrar-General
dated 27-9-2002

Signature

Stamp: Registered under Registrar Act 1988
This is issued by the Registrar-General
dated 27-9-2002

Signature
Authenticated Reason

HISTORICAL FILE
SEE REPLACEMENT SHEET 5E

INITIAL SCHEDULE

SCHEDULE OF UNIT ENTITLEMENT	
LOT	SUBDIVISION
1	Community Property
2	9
3	9
4	9
5	NOM LOTS 6-11
6	9
7	9
8	9
9	9
10	9
11	9
12	NOM LOTS 12-18
13	9
14	9
15	9
16	9
17	9
18	NOM LOTS 19-25
19	7
20	7
21	6
22	6
23	6
24	6
25	NOM LOTS 26-30
26	7
27	7
28	7
29	7
30	108
TOTAL	300

I, NIEL HOULMAN OF LISMORE, NSW
BEING A VALUER REGISTERED UNDER
THE VALUATION ACT 1978, HEREBY
CERTIFY THAT THE UNIT ENTITLEMENTS
SHOWN ON THIS SHEET ARE BASED UPON
VALUATIONS MADE BY ME ON

Signature
NIEL HOULMAN

Inspection date 1: N/A

Plan Drawing only to appear in this space

Authorisation Reference 33214-5

PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING : CREASING OR FOLDING WILL LEAD TO REFLECTION

INITIAL SCHEDULE

LOT	UNIT ENTITLEMENT	SUBDIVISION
1	Community Property	
2	9	
3	9	
4	9	
5	NOM LOTS 6-11	SEE SH1 6
6	9	
7	9	
8	9	
9	9	
10	9	
11	NOM LOTS 12-18	SEE SH1 7
12	9	
13	9	
14	9	
15	9	
16	9	
17	9	
18	NOM LOTS 19-25	SEE SH1 9
19	7	
20	7	
21	6	
22	6	
23	6	
24	NOM LOTS 26-30	SEE SH1 11
25	7	
26	7	
27	7	
28	7	
29	7	
30	NOM LOTS 31-37	SEE SH1 13
31	9	
32	9	
33	9	
34	9	
35	9	
36	9	
37	514	
TOTAL	300	

HISTORICAL FILE SEE REPLACEMENT SHEET 5F

* OFFICE USE ONLY

REPLACEMENT SHEET 5E
DP 270252

Registered: 28.4.2004

This is sheet 5 of 5 sheets

dated 20-1-2004

Signature registered under Mortgage Act 1989

This is sheet 5 of 5 sheets of 5 sheets received by my Certificate No. 50411010

Signature of the Registrar-General

Authorised Person

Contract Date

This sheet contains an initial schedule of unit entitlements for the community as the scheme is developed on or after the date of registration of the plan with the provisions of section 30 of the Community Land Development Act 1989.

SUBSEQUENT CHANGES WILL BE RECORDED ON A REPLACEMENT SHEET OF THIS PLAN AS THEY ARE CIRCUMSTANCES REQUIRE.

THIS SHEET CONTAINS AN UPDATED SCHEDULE OF UNIT ENTITLEMENTS FOR THE COMMUNITY OF THE PLAN REGISTERED ON 7-4-2003

I, ANDREW NEIL HOULIHAN OF LITMORE, NSW, BEING A VALUER REGISTERED UNDER THE VALUERS REGISTRATION ACT 1975, DO HEREBY CERTIFY THAT THE UNIT ENTITLEMENTS SHOWN ON THIS SHEET ARE BASED UPON VALUATIONS MADE BY ME ON 22/1/2004

Reduction Ratio 1 : N/A

Plan Drawing only to appear in this space

ADDITIONAL REFERENCE N3214-6

PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

INITIAL SCHEDULE

SCHEDULE OF UNIT ENTITLEMENT		
LOT	UNIT ENTITLEMENT	SUBDIVISION
1	Community Property	
2	9	
3	9	
4	9	
5	NOM LOTS 6-11	SEE SHIT 6
6	9	
7	9	
8	9	
9	9	
10	9	
11	NOM LOTS 12-18	SEE SHIT 7
12	9	
13	9	
14	9	
15	9	
16	9	
17	9	
18	NOM LOTS 19-25	SEE SHIT 9
19	7	
20	7	
21	6	
22	6	
23	6	
24	6	
25	NOM LOTS 26-30	SEE SHIT 11
26	7	
27	7	
28	7	
29	7	
30	NOM LOTS 31-37	SEE SHIT 13
31	9	
32	9	
33	9	
34	9	
35	9	
36	9	
37	NOM LOTS 38-44	SEE SHIT 15
38	8	
39	8	
40	8	
41	9	
42	7	
43	7	
44	7	
TOTAL	300	

OFFICE USE ONLY

REPLACEMENT SHEET 5F
DP 270252

Registered: 8-4-2005

This is sheet 2 of 3 sheets
dated 16-12-2004

[Signature]

Surveyor registered under Surveyors Act 1929

This is sheet 2 of 3 sheets
dated 16-12-2004
Registered: 8-4-2005

Amended: 8-4-2005

THIS SHEET CONTAINS AN INITIAL SCHEDULE OF UNIT ENTITLEMENTS FOR THE COMMUNITY SCHEME WHICH IS LIABLE TO BE ALTERED. THE SCHEDULE IS BASED UPON ORIGINALLY SUBMITTED INFORMATION AND CONFORMANCE WITH THE PROVISIONS OF SECTION 30 OF THE COMMUNITY LAND DEVELOPMENT ACT 1989.

SUBSEQUENT CHANGES WILL BE RECORDED ON A REPLACEMENT SHEET OF THIS PLAN 5F, ETC AS THE CIRCUMSTANCES REQUIRE.

THIS SHEET CONTAINS AN UPDATED SCHEDULE OF UNIT ENTITLEMENTS AND REPLACES SHEET 5F OF THE PLAN REGISTERED ON 28-4-2004

1. WELL HOLD HAN OF LINDSAY, NSW, BEING A VALUER REGISTERED UNDER THE VALUERS REGISTRATION ACT 1978, THE VALUERS REGISTRATION ACT 1978, FOR THE NEW LOTS CREATED BY THE SUBDIVISION ARE BASED UPON MARKET BEING THE DATE OF THE VALUERS CERTIFICATE LOADED WITH THE ORIGINAL INITIAL SCHEDULE.

1. NET HOLD HAN OF LINDSAY, NSW, BEING A VALUER REGISTERED UNDER THE VALUERS REGISTRATION ACT 1978, THE VALUERS REGISTRATION ACT 1978, FOR THE NEW LOTS CREATED BY THE SUBDIVISION ARE BASED UPON MARKET BEING THE DATE OF THE VALUERS CERTIFICATE LOADED WITH THE ORIGINAL INITIAL SCHEDULE.

[Signature]
8-4-2005

Reduction Ratio 1: N/A

Surveyors Reference N37214-7

PLAN FORM 2

SIGNATURE AND SEALS ONLY

REFERENCE MARKS FOUND

LINE	MARK	BEARING	DISTANCE	REMARKS
1	R.M.D.H. & M.S.	201°21'30"	0.71	3.58*
2	R.M.D.H. & M.S.	201°21'10"	1.31	4.32*
3	R.M.D.H. & M.S.	200°19'30"	1.25	4.32*
4	R.M.D.H. & M.S.	200°19'30"	1.25	4.32*
5	R.M.D.H. & M.S.	200°19'30"	1.25	4.32*

DETAIL PLAN

THIS IS SHEET 7 REPLACING SHEET 6 WITH REGARD TO LOT 11 AND IS AN ADDITIONAL SHEET

RIGHT OF ACCESS VARIABLE WIDTH

LINE	CONNECTIONS	DISTANCE
51	145°55'55"	5.002
52	64°21'20"	5.002
53	110°20'21"	4.005

DP270252

ADDITIONAL SHEET 7
Registered: 26.11.2001

CA: SEE CERTIFICATE

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: 4407-67-64 X 4575-67, 91

Last Plan: DP 829838

PLAN OF SUBDIVISION OF LOT 11 IN D.P.-829838 DP 270252

LGA: TWEED

Shire/Locality: BANORA POINT

Parish: TERRANORA

County: ROUS

This is sheet 7 of the plan. The plan is a subdivision of the land shown in the plan.

Survey Certificate: 1000

Surveyor: B. J. McLAUCHLAN

P.O. BOX 770, TWEED HEADS NSW 2465

Survey Certificate: 1000

Surveyor: B. J. McLAUCHLAN

P.O. BOX 770, TWEED HEADS NSW 2465

Survey Certificate: 1000

Surveyor: B. J. McLAUCHLAN

P.O. BOX 770, TWEED HEADS NSW 2465

Survey Certificate: 1000

Surveyor: B. J. McLAUCHLAN

P.O. BOX 770, TWEED HEADS NSW 2465

Survey Certificate: 1000

Surveyor: B. J. McLAUCHLAN

P.O. BOX 770, TWEED HEADS NSW 2465

Survey Certificate: 1000

Surveyor: B. J. McLAUCHLAN

P.O. BOX 770, TWEED HEADS NSW 2465

Survey Certificate: 1000

Surveyor: B. J. McLAUCHLAN

P.O. BOX 770, TWEED HEADS NSW 2465

Survey Certificate: 1000

Surveyor: B. J. McLAUCHLAN

P.O. BOX 770, TWEED HEADS NSW 2465

Survey Certificate: 1000

Surveyor: B. J. McLAUCHLAN

P.O. BOX 770, TWEED HEADS NSW 2465

PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

DETAIL PLAN

THIS IS SHEET 8 REPLACING SHEET 3 WITH REGARD
TO LOT 11 AND IS AN ADDITIONAL SHEET.

DP2020252

ADDITIONAL SHEET 8

Registered: 26.11.2001

This is sheet 8 of my plan in 8 sheets
dated 22-10-2001

Surveyor registered under Surveyors Act 1929

This is sheet 8 of the plan of 8
sheets covered by my Certificate No.
044 0701

Authorised Person/General Manager/Deputy General Manager
For use where space is insufficient in my plan on Plan
Form 2

SURVEY PRACTICE REGULATIONS 1996: CLAUSE 12 (2)				
MARK	EASTING	NORTHING	ZONE	CLASS
SSM 71611	552593.846	6879034.489	56	C
SSM 84222	552519.394	6879398.110	56	C
SSM 84223	552206.510	6879186.118	56	C
COMBINED SEA LEVEL AND SCALE FACTOR: 0.999634				
SOURCE: M.G.A. CO-ORDINATES ADOPTED FROM LIT ON				
9-10-2001				
ORIENTATION ADOPTED: SSM 71611 - SSM 84222				

REFERENCE MARKS			
FI	RHDUM s, FD	105°01'20"	44.385 & 10.545, FD
CURVED BOUNDARY			
LINE	BEARING	DISTANCE	ARC RADIOS
59	95°01'18"	59.261	60.045 107.5



Plan Drawing only to appear in this space

Reduction Ratio 1:2000

Surveyors Reference N3214-3

PLAN FORM 2

SIGNATURE AND SEALS ONLY

REFERENCE MARKS FOUND

M	R.M.D.H. & M.S.	251°31'30"	~ 0.71	6	3.585
X	R.M.D.H. & M.S.	249°21'10"	~ 1.315	4	4.532
Y	R.M.D.H. & M.S.	249°21'10"	~ 1.315	4	4.532
Z	R.M.D.H. & M.S.	290°59'30"	~ 1.25	6	3.095

DETAIL PLAN

THIS IS SHEET 9 REPLACING SHEET 7 WITH REGARD TO LOT 18 AND IS AN ADDITIONAL SHEET

RIGHT OF ACCESS VARIABLE WIDTH (DP 829878)
RIGHT OF FOOTWAY VARIABLE WIDTH (DP 829878)

LINE	BEARING	DISTANCE
50	162°31'21"	5.31
51	145°21'29"	5.002
53	110°20'21"	4.005

..... DENOTES DRILL HOLE IN CONC
* DENOTES MAIL IN FENCE
..... DENOTES MAIL IN FENCE

PLAN OF SUBDIVISION OF LOT 18 IN DP 270252

Lot 18 DP 829878

Subdivision

Proposed

Title System

CA: SEE CERTIFICATE

Reference

14.10.2002

DP270252

ADDITIONAL SHEET 9

BARRE RICHARD GREEN

McALLOCHAN SURVEYING

100 BOX 700, TULLAGH NEW 2485

DATE: 11-APR-2005

THE SURVEYOR HAS BEEN ADVISED THAT THE SURVEY REPRESENTED IN THIS PLAN IS THE PROPERTY OF THE SURVEYOR AND IS NOT TO BE REPRODUCED OR USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN PERMISSION OF THE SURVEYOR.

THE SURVEYOR HAS BEEN ADVISED THAT THE SURVEY REPRESENTED IN THIS PLAN IS THE PROPERTY OF THE SURVEYOR AND IS NOT TO BE REPRODUCED OR USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN PERMISSION OF THE SURVEYOR.

THE SURVEYOR HAS BEEN ADVISED THAT THE SURVEY REPRESENTED IN THIS PLAN IS THE PROPERTY OF THE SURVEYOR AND IS NOT TO BE REPRODUCED OR USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN PERMISSION OF THE SURVEYOR.

THE SURVEYOR HAS BEEN ADVISED THAT THE SURVEY REPRESENTED IN THIS PLAN IS THE PROPERTY OF THE SURVEYOR AND IS NOT TO BE REPRODUCED OR USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN PERMISSION OF THE SURVEYOR.

THE SURVEYOR HAS BEEN ADVISED THAT THE SURVEY REPRESENTED IN THIS PLAN IS THE PROPERTY OF THE SURVEYOR AND IS NOT TO BE REPRODUCED OR USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN PERMISSION OF THE SURVEYOR.

THE SURVEYOR HAS BEEN ADVISED THAT THE SURVEY REPRESENTED IN THIS PLAN IS THE PROPERTY OF THE SURVEYOR AND IS NOT TO BE REPRODUCED OR USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN PERMISSION OF THE SURVEYOR.

THE SURVEYOR HAS BEEN ADVISED THAT THE SURVEY REPRESENTED IN THIS PLAN IS THE PROPERTY OF THE SURVEYOR AND IS NOT TO BE REPRODUCED OR USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN PERMISSION OF THE SURVEYOR.

THE SURVEYOR HAS BEEN ADVISED THAT THE SURVEY REPRESENTED IN THIS PLAN IS THE PROPERTY OF THE SURVEYOR AND IS NOT TO BE REPRODUCED OR USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN PERMISSION OF THE SURVEYOR.

THE SURVEYOR HAS BEEN ADVISED THAT THE SURVEY REPRESENTED IN THIS PLAN IS THE PROPERTY OF THE SURVEYOR AND IS NOT TO BE REPRODUCED OR USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN PERMISSION OF THE SURVEYOR.

THE SURVEYOR HAS BEEN ADVISED THAT THE SURVEY REPRESENTED IN THIS PLAN IS THE PROPERTY OF THE SURVEYOR AND IS NOT TO BE REPRODUCED OR USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN PERMISSION OF THE SURVEYOR.

THE SURVEYOR HAS BEEN ADVISED THAT THE SURVEY REPRESENTED IN THIS PLAN IS THE PROPERTY OF THE SURVEYOR AND IS NOT TO BE REPRODUCED OR USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN PERMISSION OF THE SURVEYOR.

THE SURVEYOR HAS BEEN ADVISED THAT THE SURVEY REPRESENTED IN THIS PLAN IS THE PROPERTY OF THE SURVEYOR AND IS NOT TO BE REPRODUCED OR USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN PERMISSION OF THE SURVEYOR.

THE SURVEYOR HAS BEEN ADVISED THAT THE SURVEY REPRESENTED IN THIS PLAN IS THE PROPERTY OF THE SURVEYOR AND IS NOT TO BE REPRODUCED OR USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN PERMISSION OF THE SURVEYOR.

THE SURVEYOR HAS BEEN ADVISED THAT THE SURVEY REPRESENTED IN THIS PLAN IS THE PROPERTY OF THE SURVEYOR AND IS NOT TO BE REPRODUCED OR USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN PERMISSION OF THE SURVEYOR.

THE SURVEYOR HAS BEEN ADVISED THAT THE SURVEY REPRESENTED IN THIS PLAN IS THE PROPERTY OF THE SURVEYOR AND IS NOT TO BE REPRODUCED OR USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN PERMISSION OF THE SURVEYOR.

THE SURVEYOR HAS BEEN ADVISED THAT THE SURVEY REPRESENTED IN THIS PLAN IS THE PROPERTY OF THE SURVEYOR AND IS NOT TO BE REPRODUCED OR USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN PERMISSION OF THE SURVEYOR.

THE SURVEYOR HAS BEEN ADVISED THAT THE SURVEY REPRESENTED IN THIS PLAN IS THE PROPERTY OF THE SURVEYOR AND IS NOT TO BE REPRODUCED OR USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN PERMISSION OF THE SURVEYOR.

PLAN FORM 3

To be used in combination with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DETAIL PLAN

THIS IS SHEET 10 REPLACING SHEET 8 WITH REGARD
TO LOT 18 AND IS AN ADDITIONAL SHEET.

DP270252

Registered: 14-10-2002

This is sheet 10 of my plan in its entirety
dated 5-08-2002

[Signature]

Surveyor registered under Surveyors Act 1992

This is sheet 10 of my plan in its entirety
dated 5-08-2002

[Signature]

Authorised Person/Owner/Manager/Developer
For use where space is insufficient in any part of Plan
Form 3

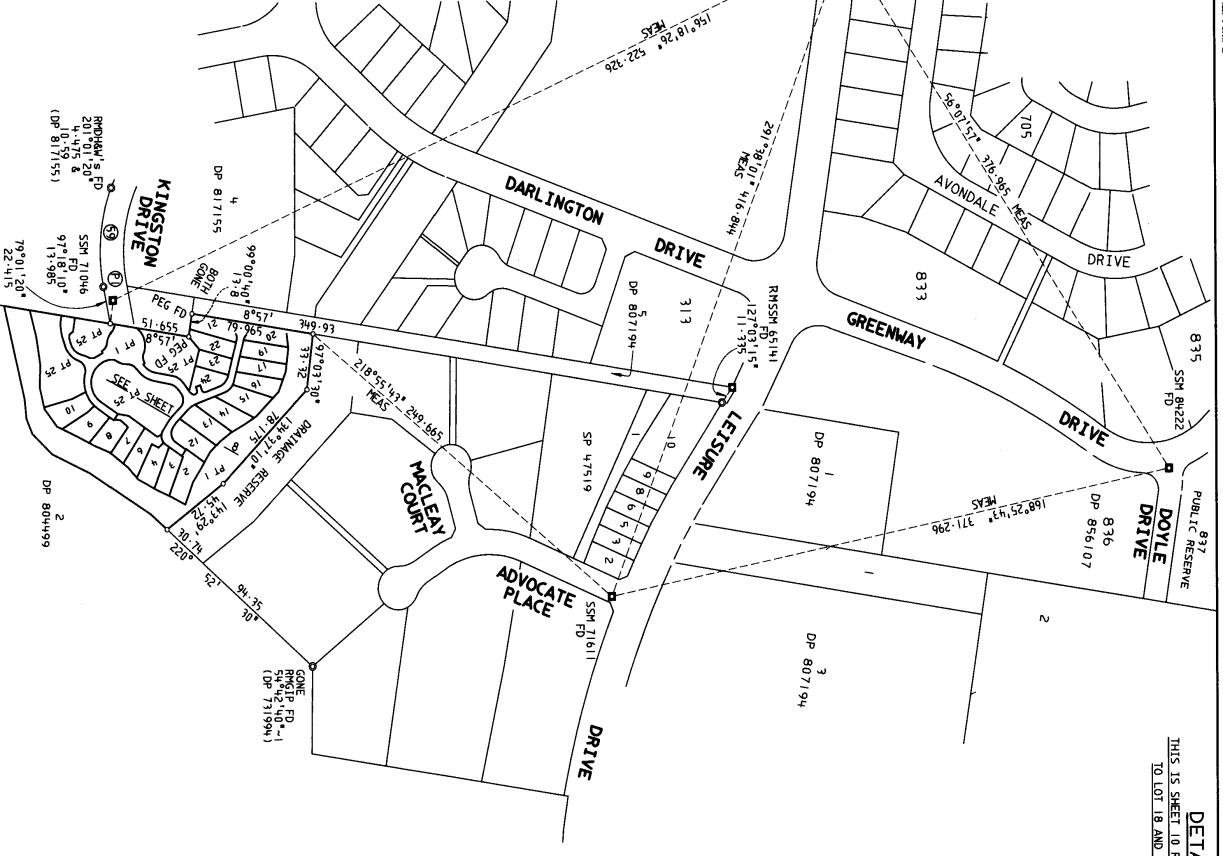
Reduction Ratio: 1:2000

DATE/REVISION REFERENCE N3214-4

PLAN AMENDED BY ARMILLER 9-10-02

SURVEY PRACTICE REGULATIONS 1996: CLAUSE 12 (2)				
MARK	M.G.A. CO-ORDINATES	EASTING	NORTHING	ZONE
SSM 71611	552593 846	6879034 489	56	C
SSM 84222	552519 894	6879186 110	56	C
SSM 84223	552206 710	6879186 118	56	C
COMBINED SEA LEVEL AND SCALE FACTOR 0.999634				
SOURCE: M.G.A. CO-ORDINATES ADOPTED FROM LIC ON				
5-8-2002				
ORIENTATION ADOPTED: SSM 71611 - SSM 84222				

REFERENCE MARKS				
P1	RH9414 S	105 01' 20"	44 38'S	4 10 54'S
CURVED BOUNDARIES				
LINE	BEARING	DISTANCE	ARC	RADIUS
53	95° 01' 18"	59.261	60.045	107.5



Plan Drawing only to appear in this space

PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

DETAIL PLAN

THIS IS SHEET 12 REPLACING SHEET 10 WITH REGARD
 TO LOT 25 AND IS AN ADDITIONAL SHEET

ADDITIONAL SHEET 12

DP270252

Registered: 27-09-2002

This is sheet 12 of my plan of 25 sheets
 dated 27-09-2002

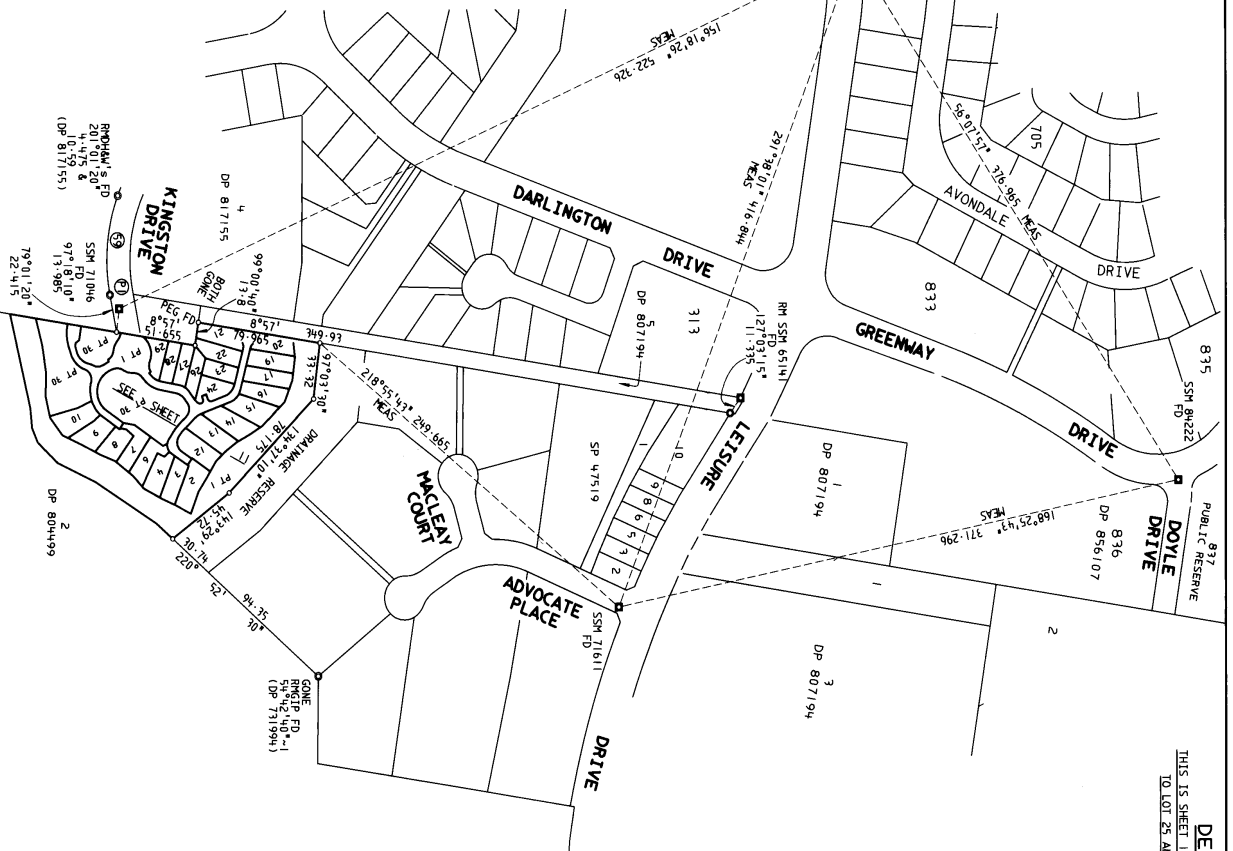
27-09-2002

Survey registered under Surveyors Act 1929
 Surveyor: 27-09-2002
 300/10003

Authorised Public Surveyor/Registered-Geomatics
 For use where space is insufficient in my plan on Plan
 Form 2

SURVEY PRACTICE REGULATIONS 1996: CLAUSE 32 (2)				
MARK	EASTING	NORTHING	ZONE	CLASS
SSM 71611	552593.846	6879034.489	56	C
SSM 84222	552593.394	6879038.110	56	C
SSM 84223	552206.510	6879186.118	56	C
COMBINED SEA LEVEL AND SCALE FACTOR: 0.999634				
SOURCE: M.G.A. CO-ORDINATES ADOPTED FROM LIC ON				
5-8-2002				
ORIENTATION ADOPTED: SSM 71611 - SSM 84222				

REFERENCE MARKS				
PI	RDHSM	S	169 01 20	43 385 & 10 545
CURVED BOUNDARIES				
LINE	BEARING	DISTANCE	ARC	RADIUS
59	95°01'18"	59.26	60.045	107.5



Plan Drawing only to appear in this space

REVISIONS REFERENCE

33214-5

PLAN FORM 2

REMARKS AND SERIALS ONLY

Cheltenham Pty. Ltd
Lot 10 - 010-930-819
by its duly
constituted Attorney
Barbara Lynch
under power of Attorney
Book 4391 No 955
Bryant

REFERENCE MARKS FOUND

LINE	BEARING	DISTANCE	ARC	RADIUS
1	R.M.D.H. & M.S.	251°21'30"	0.71	3.585
2	R.M.D.H. & M.S.	281°21'10"	1.33	4.425
3	R.M.D.H. & M.S.	200°19'30"	1.25	3.095

DETAIL PLAN

IN TWO SHEETS

CURVED BOUNDARIES

LINE	BEARING	DISTANCE	ARC	RADIUS
1	R.M.D.H. & M.S.	251°21'30"	0.71	3.585
2	R.M.D.H. & M.S.	281°21'10"	1.33	4.425
3	R.M.D.H. & M.S.	200°19'30"	1.25	3.095

ADDITIONAL SHEET 13

DP 270252

SEE CERTIFICATE

THIS SYSTEM

TORRENS

Subdivision

Lot 10

DP 270252

Lot 10

DP 270252

Lot 10

DP 270252

Lot 10

DP 270252

Lot 10

DP 270252

Lot 10

DP 270252

Lot 10

DP 270252

Lot 10

DP 270252

Lot 10

DP 270252

Lot 10

DP 270252

Lot 10

DP 270252

Lot 10

DP 270252

Lot 10

DP 270252

Lot 10

DP 270252

Lot 10

DP 270252

Lot 10

DP 270252

Lot 10

DP 270252

Lot 10

DP 270252

Lot 10

DP 270252

PLAN FORM 3

To be used in conjunction with Plan Form 2

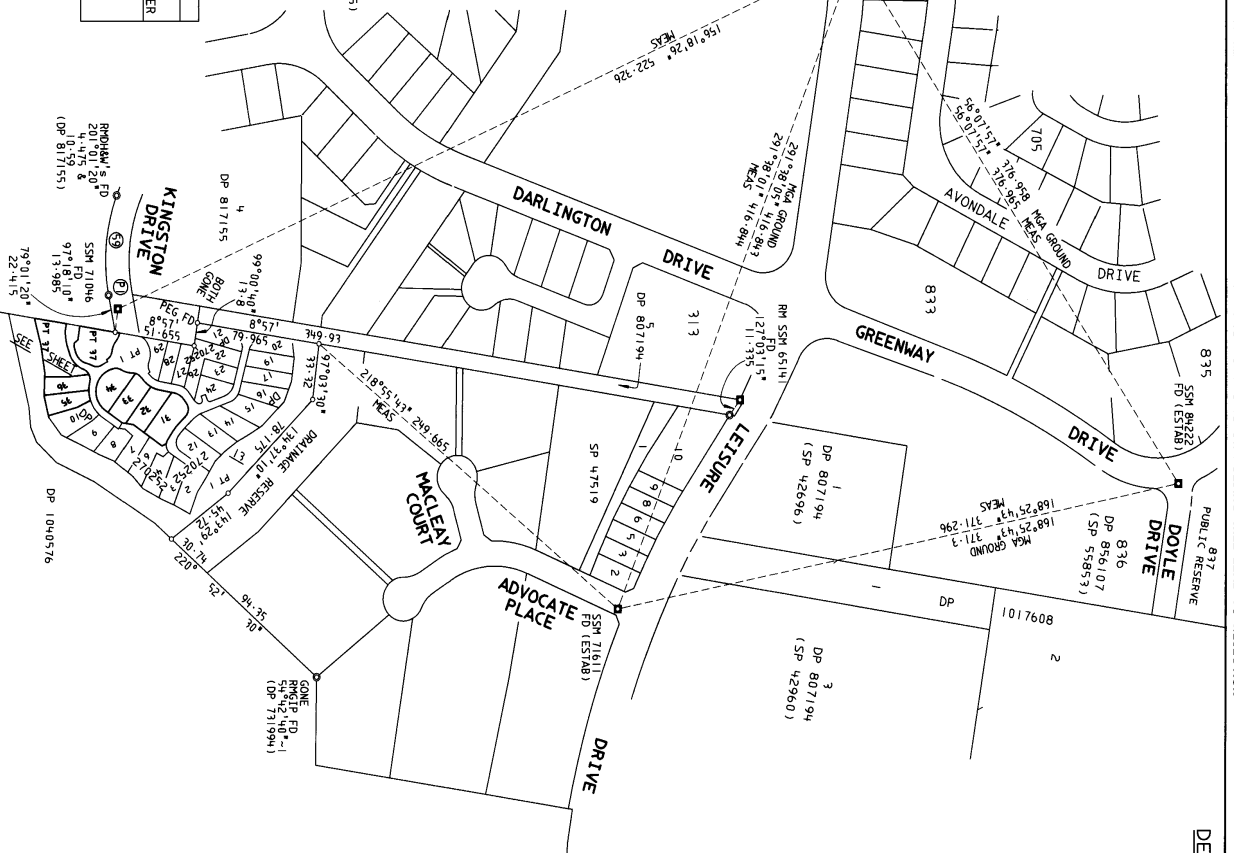
WARNING : CREASING OR FOLDING WILL LEAD TO REJECTION

DETAIL PLAN
IN TWO SHEETS

SURVEYING REGULATION 2001 : CLAUSE 32 (2)				
MARK	M. G. A. CO-ORDINATES	ZONE	CLASS	ORDER
	EASTING	NORTHING		
SSM 71611	552593.846	6879034.469	56	C
SSM 84222	552519.394	6879398.110	56	C
SSM 84223	552206.510	6879188.118	56	C
COMBINED SEA LEVEL AND SCALE FACTOR 0.999634				
SOURCE : M. G. A. CO-ORDINATES ADOPED FROM LPI ON				
ORIENTATION ADOPED : SSM 71611 - SSM 84222				

REFERENCE MARKS
PI PRODM s 169°01'20" - 41-885 & 10-545 FD (DP 817155)

CURVED BOUNDARIES		
LINE	BEARING	DISTANCE
59	95°01'18"	59.261
		60.045
		107.5



Plan Drawing only to appear in this space

ADDITIONAL SHEET 14
DP 270252

Registered: 18/04/2004

This is sheet 2 of the plan in 3 sheets

2011-2014

Survey registered under Surveyors Act 1990

This is sheet 2 of the plan in 3 sheets

Survey registered under Surveyors Act 1990

Additional Survey Information: Surveyors Act 1990
For more information in this plan see Plan Form 3

THIS IS SHEET 14 OF DP 270252 AND IT REPLACES SHEET 12 AS REGARDS TO LOT 70 AND IS AN ADDITIONAL SHEET

Reduction Ratio 1 : 2000

Surveyors Reference N73214-6

PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREATING OR FOLDING WILL LEAD TO REFLECTION

DETAIL PLAN
IN TWO SHEETS

OFFICE USE ONLY
ADDITIONAL SHEET 16
DP 270252

Registered 16-12-2004

This is sheet 2 of my plan in 3 sheets
dated 16-12-2004

Signature

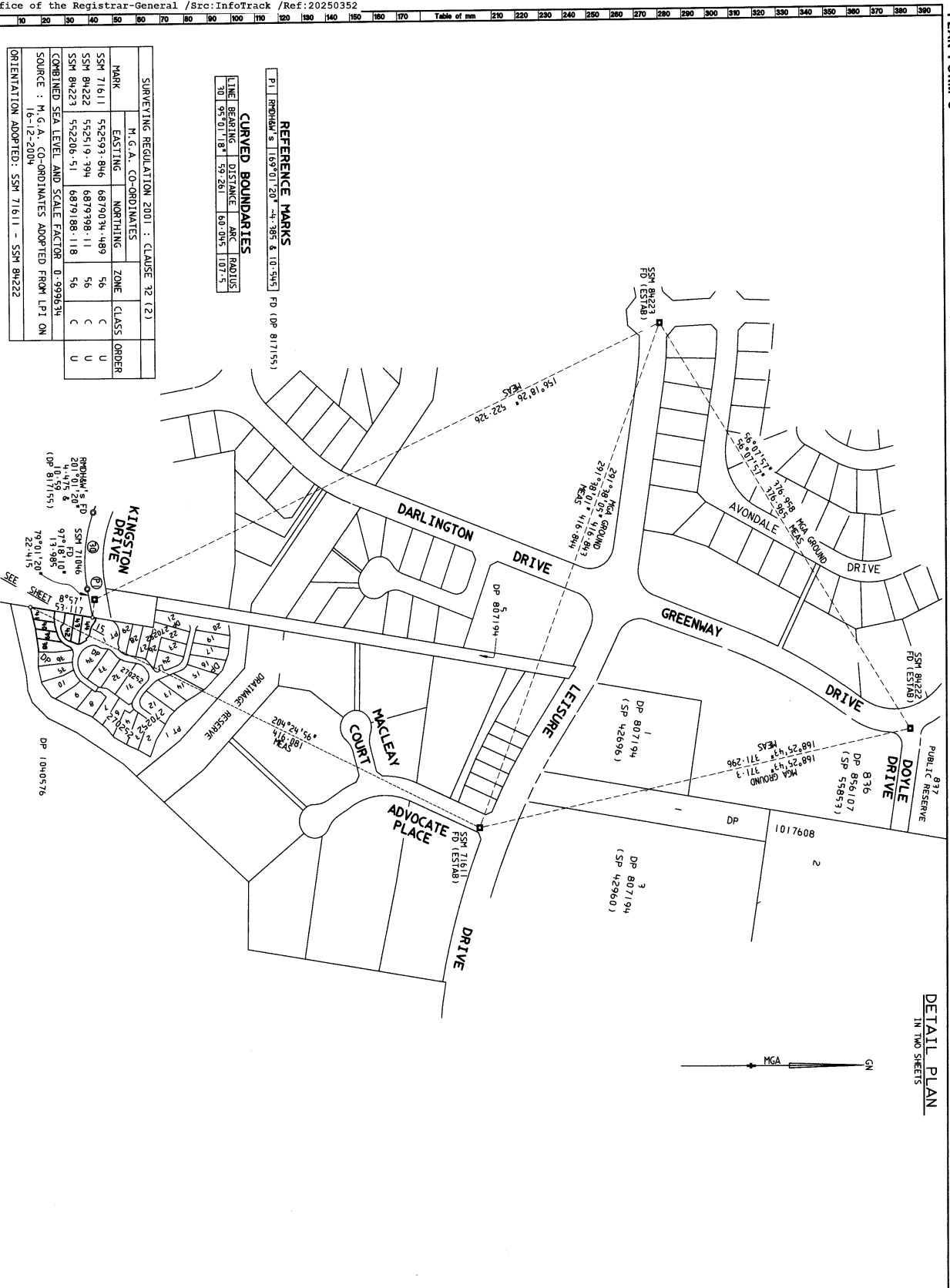
Surveyor registered under Surveyors Act 2003
This is sheet 2 of my plan in 3 sheets
dated 16-12-2004
Signed
16-12-2004

Authorised Person/General Manager/Secretary/Registrar
For use where space is insufficient in my plan on Plan Form 2

THIS IS SHEET 16 OF DP 270252 AND
IT REPLACES SHEET 14 AS REGARDS TO
LOT 37 AND IS AN ADDITIONAL SHEET

Reduction Ratio 1:2000

DAVIDSON REFERENCE N33214-7



DP270252

COVER SHEET FOR SECTION 88B INSTRUMENT

ATTENTION

As a result of a Community Plan of Subdivision which also contained a Section 88B Instrument this instrument now comprises separate documents registered on different dates.

Particulars of each document are as follows:-

Document No.	Plan/Instrument Registration Date	No. of Sheets in Plan	No. Sheets in Section 88B Inst.
Document 1	20.6.2001	2	1
Doc. 2	7.4.2003	2	2
Document 3	4.4.2005	2	1

TOTAL NUMBER OF SHEETS OF SEC 88B FILMED
(INCLUDING COVER SHEET)

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

Lengths are in metres.

(Sheet 1 of 1 Sheets)

PART 1

DP270252

Subdivision covered by Council
Clerk's No. C 14 of 01

Full name and address of
proprietor of the land:

Clancove Pty Ltd of 15 Dawes Avenue,
Kingscliff in the State of New South Wales
2487

1. Identity of Easement or Restriction
firstly referred to in above-
mentioned plan:

Right of Access variable width

Schedule of Lots etc. affected

Lots Burdened

Lot 7

Lots or Authority Benefited

Lot 8

GIVEN under the Common Seal of
CLANCOVE PTY LTD by
authority of the Board of Directors by
a Director and Secretary
in the presence of:

WITNESS

[Signature]
JOHN PATRICK McMAHAN
13 MARINERS DR
TWEED. HDS. 2485-

) Clancove Pty. Ltd. by its
) Duly Authorised (ACN 010930819)
) Attorney Barbara Lynch pursuant
) to Registered Power of Attorney
Book 4297 No. 955.

B. Lynch

REGISTERED



20.6.2001

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

(Sheet 1 of 2 sheets)

DP270252

PLAN OF SUBDIVISION of Lot 25 in
Deposited Plan 270252 covered by
Council Certificate No. **SC03/0003**

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

Clancove Pty. Ltd. ACN 076 812 032 of
15 Dawes Avenue, Kingscliff, New South
Wales

PART 1

**1. Identity of easement or restriction firstly
referred to in the abovementioned plan**

Easement for support 0.1 wide

SCHEDULE OF LOTS ETC AFFECTED

Lots burdened

Lot	26
	27
	28
	29

Lots benefited

Lot	27
	26
	29
	28

PART 2

**2. TERMS OF EASEMENTS FOR SUPPORT 0.1 WIDE FIRSTLY REFERRED TO IN
THE ABOVEMENTIONED PLAN**

An easement for support to permit and suffer the building situated on the Dominant Tenement to be supported laterally by the walls and soil of the Servient Tenement, in the location designated as Easement for Support 0.1 wide on the abovementioned plan. Such easement shall endure for the lifetime of any building erected on the Dominant Tenement.

B. Lynch

(Barbara Lynch

Attorney for Clancove Pty Ltd)

Referred to PIA No-955 Book 4297)

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

(Sheet 2 of 2 sheets)

DP270252

PLAN OF SUBDIVISION of Lot 25 in
Deposited Plan 270252 covered by
Council Certificate No. **Sc03/0003**

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

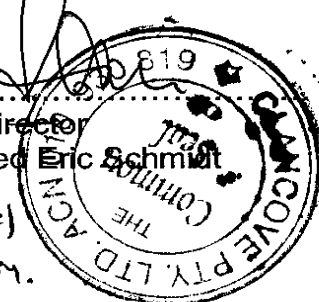
Clancove Pty. Ltd. ACN 076 812 032 of
15 Dawes Avenue, Kingscliff, New South
Wales

**NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE VARY OF MODIFY
THE EASEMENT FIRSTLY REFERRED TO IN THE ABOVEMENTIONED PLAN**

The registered proprietor for the time being having the benefit of the easement for support
0.1 wide

Signed by **CLANCOVE PTY. LTD. ACN 076**
812 032 pursuant to a resolution of the Board of
Directors and Section 127 of the Corporation Law
in the presence of:

)
)
)
)
)
Sole Director
Siegfried Eric Schmidt
Sole Director
SECRETARY.



REGISTERED  **HC 7.4.2003**

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

(Sheet 1 of 1 Sheets)

DP270252

Plan of subdivision of Lot 37 in
DP270252 covered by Council
Certificate No. SC05/0003

Full name and address of
proprietor of the land:

Clancove Pty Ltd ACN 076 812 032
15 Dawes Avenue, Kingscliff, NSW

PART 1

1. Identity of the Easement or Restriction Right of Access Variable Width
firstly referred to in abovementioned
plan:

Schedule of Lots etc. affected

Lots burdened

Lot benefited

Lot 38

Lot 36 DP 270252

PART 2

1. Terms of Right of Access Variable Width firstly referred to in the abovementioned Plan:

The registered proprietor of Lot 36 and every person authorised by it, and the registered proprietor of Lot 38 and every person authorised by it shall have full and free right to go, pass and repass at all times and for all purposes.

AND IT IS HEREBY FURTHER AGREED that the registered proprietors for the time being of lot benefited shall contribute equally to the cost of maintenance and upkeep of all driveways and curb and guttering associated therewith constructed on the land burdened hereby.

Signed at on the day of January 2005.

GIVEN UNDER THE COMMON SEAL of
CLANCOVE PTY LTD
pursuant to a resolution of the Board of
Directors in the presence of:

.....
Director

.....
Secretary

.....
Justice of the Peace/Solicitor

Tracy L Malkin
TRACY LEE MALKIN

39 BLAMEY DR. CURRUMBIN
Q 4223

ADMIN OFFICER -

Clancove Pty Ltd
ACN. No. 010-930-819
by its duly
constituted Attorney

Barbara Lynch
Under Power of Attorney
Book 4297 No. 955
B Lynch

4.4.2005



REGISTERED

8

Council Reference: DD25/1387
Your Reference:
eCustomer Reference: 20250352



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

8 August 2025

InfoTrack
GPO Box 4029
SYDNEY NSW 2000

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



PO Box 816
Murwillumbah NSW 2484

Please address all communications
to the General Manager

ABN: 90 178 732 496

Dear Sir/Madam,

Sewer Diagram
Lot 31 NPP 270252; No. 31/13-15 Kingston Drive BANORA POINT

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.

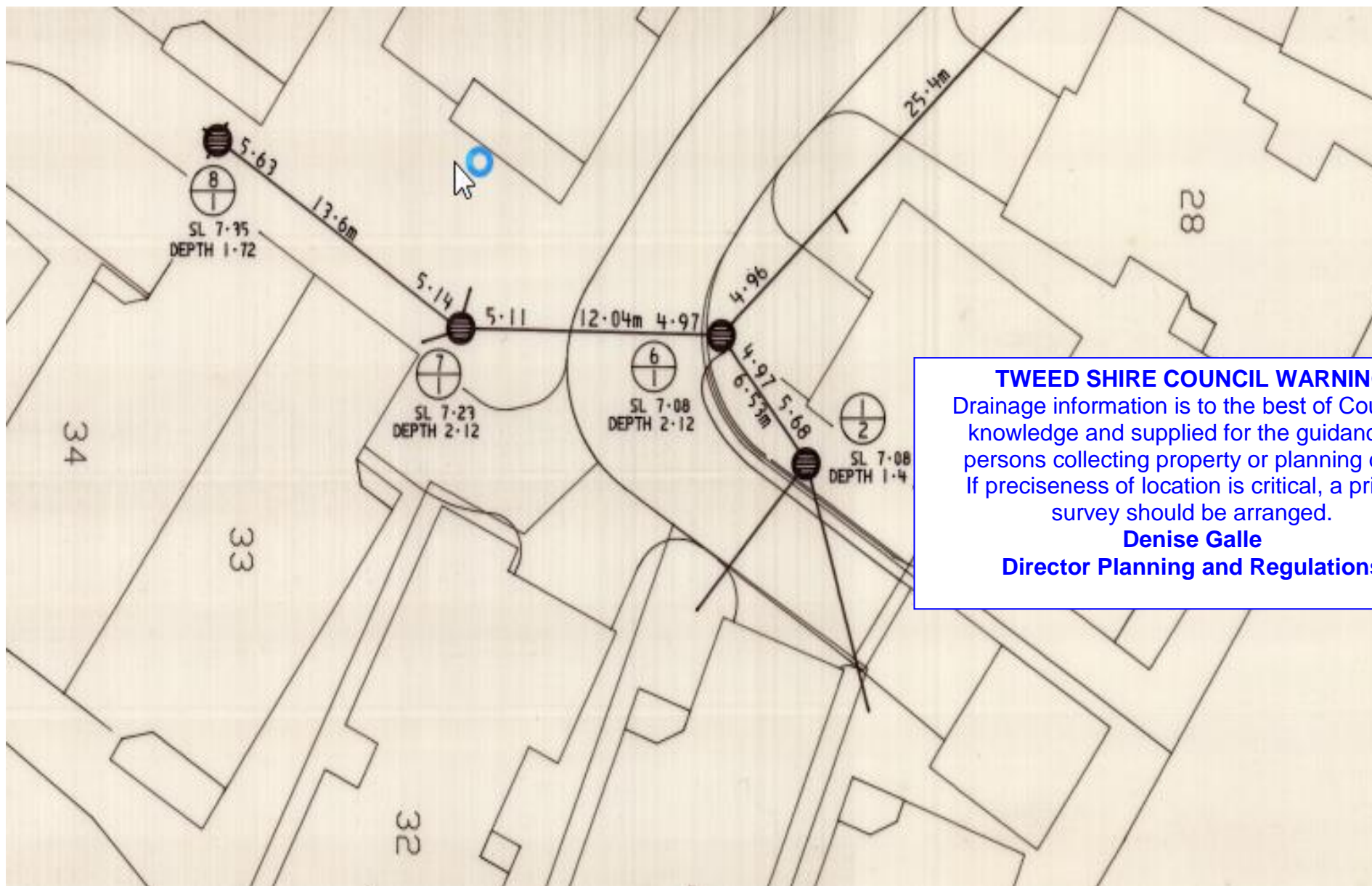
For further information regarding this matter please contact Council's Building and Environmental Health Unit.

Yours faithfully,

A handwritten signature in black ink, appearing to be "Iain Lonsdale".

Iain Lonsdale
ACTING MANAGER BUILDING AND ENVIRONMENTAL HEALTH

Enclosure



TWEED SHIRE COUNCIL WARNING

Drainage information is to the best of Council's knowledge and supplied for the guidance of persons collecting property or planning data. If preciseness of location is critical, a private survey should be arranged.

Denise Galle

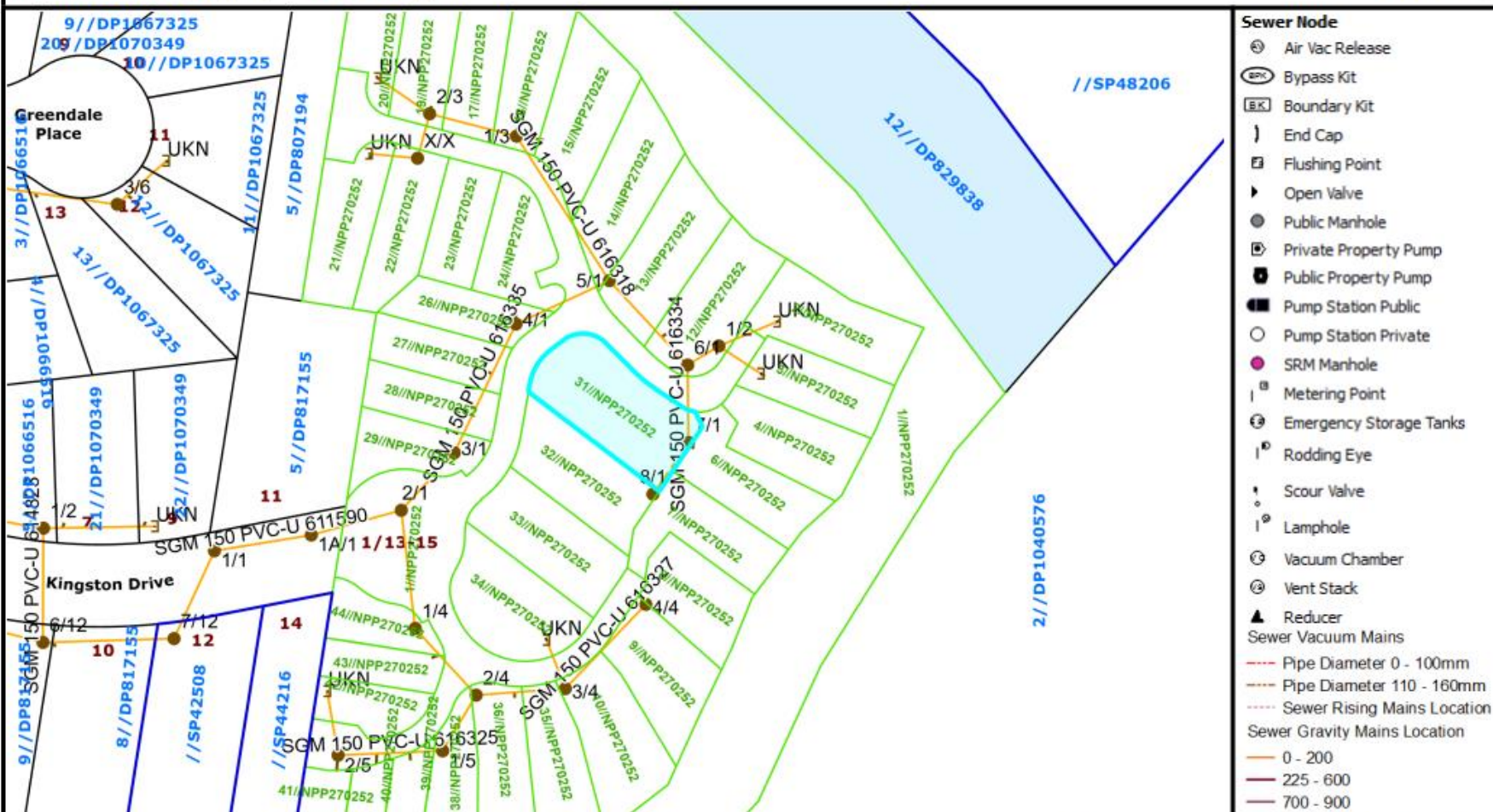
Director Planning and Regulations

Sewer Network Report

Owners: Est Bruce G Poppett, Est Annette K Poppett

Lot & DP: 31//270252

Land No: 62370



Civic and Cultural Centre
3 Tumbulgun Road
(PO Box 816)
Murwillumbah NSW 2484

T | (02) 6670 2400 | 1300 292 872 F | (02) 6670 2429
W | www.tweed.nsw.gov.au

1:1,000
40 Metres

Aug 8, 2025, 3:24 PM



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

Planning Certificate under Section

10.7 (formerly Section 149)

Environmental Planning and Assessment Act, 1979

Land No. 62370

Applicant: InfoTrack
GPO 4029
SYDNEY NSW 2001

Certificate No: ePlanCer25/2350
Date of Issue: 08/08/2025
Fee Paid: \$71.00
Receipt No:

Your Reference:
eCustomer Reference: 20250352
Property Description: Lot 31 NPP 270252; No. 31/13-15 Kingston Drive BANORA POINT

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

ITEM 1

Names of relevant planning instruments and development control plans

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

Item 1(1)

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

Tweed Shire LEP 2014

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

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

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

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

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

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

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

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

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

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

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

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

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

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

State Environmental Planning Policy (Planning Systems) 2021

State Environmental Planning Policy (Sustainable Buildings) 2022

Item 1(2)

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

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

Item 1(3)

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

Section A1 - Residential and Tourist Development Code

Section A2 - Site Access and Parking Code

Section A3 - Development of Flood Liable Land

Section A4 - Advertising Signs Code

Section A5 - Subdivision Manual

Section A6 - Biting Midge and Mosquito Control

Section A7 - Child Care Centres

Section A8 - Brothels Policy

Section A9 - Energy Smart Homes Policy

Section A10 - Exempt and Complying Development

Section A13 - Socio Economic Impact Assessment

Section A15 - Waste Minimisation and Management

Section A16 - Preservation of Trees or Vegetation

Section A17 - Business, Enterprise Corridor and General Industrial Zones

Section A18 - Heritage

Section A19 - Biodiversity and Habitat Management

Section B3 - Banora Point West - Tweed Heads South

ITEM 2

Zoning and land use under relevant planning instruments

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

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

Item 2(a-c)

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

Zone 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; Centre-based child care facilities; Dwelling houses; Group homes; Home industries; Oyster aquaculture; Pond-based aquaculture; Respite day care centres; Roads; Tank-based aquaculture; Any other development not specified in item 2 or 4

4 Prohibited

Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Boat building and repair facilities; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Entertainment facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; 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; Local distribution premises; 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(d)

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

Not applicable.

Item 2(e) - Biodiversity Value:

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

Item 2(f) - Conservation Area:

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

Item 2(g) - Item of Environmental Heritage:

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

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

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

ITEM 3

Contributions Plans:

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

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

Section 94 Plan No 1 - Banora Point West/Tweed Heads South Open Space Contribution

Section 94 Plan No 2 - Banora Point West Drainage Scheme

Section 94 Plan No 4 - Tweed Road Contribution Plan

Section 94 Plan No 11 - Tweed Shire Library Facilities

Section 94 Plan No 11 - Tweed Shire Library Facilities

Section 94 Plan No 12 - Bus Shelters

Section 94 Plan No 13 - Eviron Cemetery

Section 94 Plan No 15 - Developer Contributions for Community Facilities

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

Section 94 Plan No 22 - Cycleways

Section 94 Plan No 26 - Shirewide/Regional Open Space

Section 94 Plan No 32 - Developer Contributions for Heavy Haulage

ITEM 4

Complying Development

- | | |
|-----|---|
| (1) | <i>If the land is land on which complying development may be carried out under each of the complying development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.</i> |
| (2) | <i>If complying development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.</i> |

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

Part 3 Housing Code

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

Part 3A Rural Housing Code

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

Part 3B Low Rise Housing Diversity Code

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

Part 3C Greenfield Housing Code

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

Part 4 Housing Alterations Code

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

Part 4A General Development Code

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

Part 5 Industrial and Business Alterations Code

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

Part 5A Industrial and Business Buildings Code

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

Part 5B Container Recycling Facilities Code

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

Part 6 Subdivisions Code

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

Part 7 Demolition Code

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

Part 8 Fire Safety Code

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

Part 9 Agritourism and Farm Stay Accommodation Code

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

Qualifying Statement on Council Data Affecting this Item

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

ITEM 5

Exempt Development

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

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

Qualifying Statement on Council Data Affecting this Item

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

ITEM 6

Affected building notices and building product rectification orders

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

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

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

Item (1)(a-c)

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

ITEM 7

Land reserved for acquisition:

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

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

ITEM 8

Road Widening and Road Realignment:

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

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

Item 8(a-c)

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

ITEM 9

Flood related development controls

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

Item 9(1-3)

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

Floodplain Risk Management Study

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

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

ITEM 10

Council and other public authority policies on hazard risk restrictions

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

Land Slip:

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

characteristics of the site and the nature of development proposed.

Bushfire:

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

Tidal Inundation:

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

Subsidence:

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

Acid Sulfate Soils:

The subject land is identified as Class 5 on Councils "Acid Sulfate Soil Planning Map" under the relevant Tweed Local Environmental Plan.

Contamination:

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

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

Coastal Hazards:

This property is not affected.

Aircraft Noise:

Noise Associated with Aircraft Operations at Coolangatta Airport

Council advises that based on assessment in accordance with the Australian Noise Exposure Forecast System (ANEF as endorsed by the Civil Aviation Authority) forming part of AS2021-1994 (Acoustics - Aircraft Noise Intrusion - Building Siting and Construction), this property may be affected by noise associated with aircraft operations at Gold Coast Airport. For more detailed information on aircraft noise and ANEF charts contact the Queensland Airports Ltd, Gold Coast Airport or phone (07) 5589 1100 or facsimile (07) 5536 2838. In this regard the current Australian Standard is AS2021-2000 (Acoustics - Aircraft Noise Intrusion - Building Siting and Construction).

Any Other Risk:

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

- **Cattle Tick Dip Sites:**

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

ITEM 11

Bush Fire Prone Land

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

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

ITEM 12

Loose-fill asbestos insulation

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

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

ITEM 13

Mine Subsidence:

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

No

ITEM 14

Paper subdivision information

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

There is no paper subdivision information relating to this land.

ITEM 15

Property Vegetation Plans

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

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

ITEM 16

Biodiversity Stewardship Sites:

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

Note—

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

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

ITEM 17

Biodiversity certified land:

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

Note—

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

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

ITEM 18

Orders under Trees (Disputes between Neighbours) Act 2006

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

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

ITEM 19

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

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

(2) In this section—

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

Note—

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

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

ITEM 20

Western Sydney Aerotropolis

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

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

Not applicable to Tweed Shire.

ITEM 21

Development consent conditions for seniors housing

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

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

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

ITEM 22

Site compatibility certificates and development consent conditions for affordable rental housing

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

Item (1)(a-b)

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

Item (2)

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

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

Item (3)

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

ITEM 23

Water or sewerage services

If water or sewerage services are, or are to be, provided to the land under the Water Industry Competition Act 2006, a statement to that effect.

Council has not been advised that water or sewerage services are to be provided to the land under the Water Industry Competition Act 2006.

Prescribed matters in accordance with the Contaminated Land Management Act 1997

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

- (a) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act – if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,

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

(a) Significantly Contaminated Land

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

(b) Management Order

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

(c) Approved Voluntary Management Proposal

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

(d) Ongoing Maintenance Order

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

(e) Site Audit Statement

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

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

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

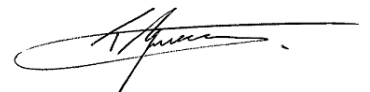
When information pursuant to Section 10.7(5) is requested, the Council is under no obligation to furnish any particular information pursuant to that Section. The absence of any reference to any matters affecting the land shall not imply that the land is not affected by any matter not referred to in this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

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

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

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

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



TROY GREEN
GENERAL MANAGER

Per

[illegible]

Y	O	I	2	A	2	A
---	---	---	---	---	---	---

PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING : CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

DP 829838

Registered: 15/6/1993

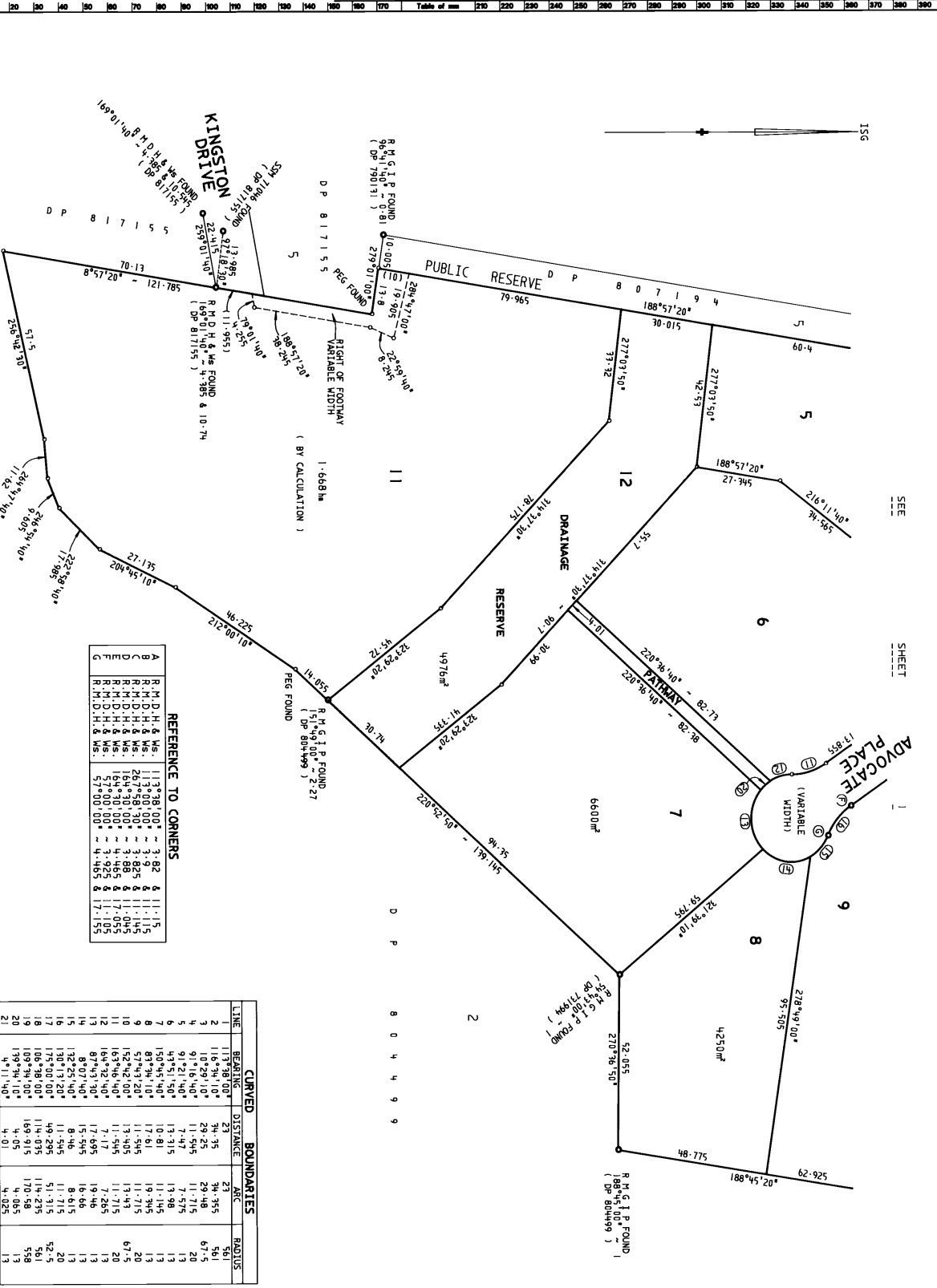
This is subject 2 of my plan in 2 sheets

Signature

Survey registered under Surveyors Act 1992
This is subject 2 of my plan in 2 sheets
checked and correct by my Certificate No. 4103
of 13.5.93.

Signature
Circuit Clerk

Plan 2, where space is insufficient to any point on Plan



REFERENCE TO CORNERS

A	R.M.D.H. & M.S.	113°38'00"	3.82	11.15
B	R.M.D.H. & M.S.	267°58'30"	3.825	11.145
C	R.M.D.H. & M.S.	164°30'00"	3.88	11.045
D	R.M.D.H. & M.S.	164°30'00"	3.88	11.045
E	R.M.D.H. & M.S.	57°00'00"	3.925	11.105
F	R.M.D.H. & M.S.	57°00'00"	4.465	17.155

LINE	BEARING	DISTANCE	ARC	RADIUS
1	113°38'00"	23	34.355	561
2	116°34'10"	34.35	29.48	67.5
3	10°29'10"	29.25	7.575	20
4	91°21'40"	1.345	1.575	13
5	49°51'50"	13.315	13.98	13
6	150°45'40"	10.81	19.345	13
7	83°34'10"	17.61	11.145	20
8	57°43'20"	11.545	11.715	20
9	152°42'00"	13.405	13.43	67.5
10	163°46'40"	11.545	11.715	20
11	87°43'30"	17.645	19.465	13
12	8°07'40"	15.545	16.66	13
13	132°25'40"	8.46	8.615	20
14	130°13'20"	11.545	11.715	20
15	175°00'00"	49.295	51.315	561
16	106°38'00"	114.035	114.235	561
17	159°34'10"	169.315	170.085	561
18	159°34'10"	4.01	4.025	13
19	4°11'40"	4.01	4.025	13
20	4°11'40"	4.01	4.025	13

Plan Drawing only to appear in this space

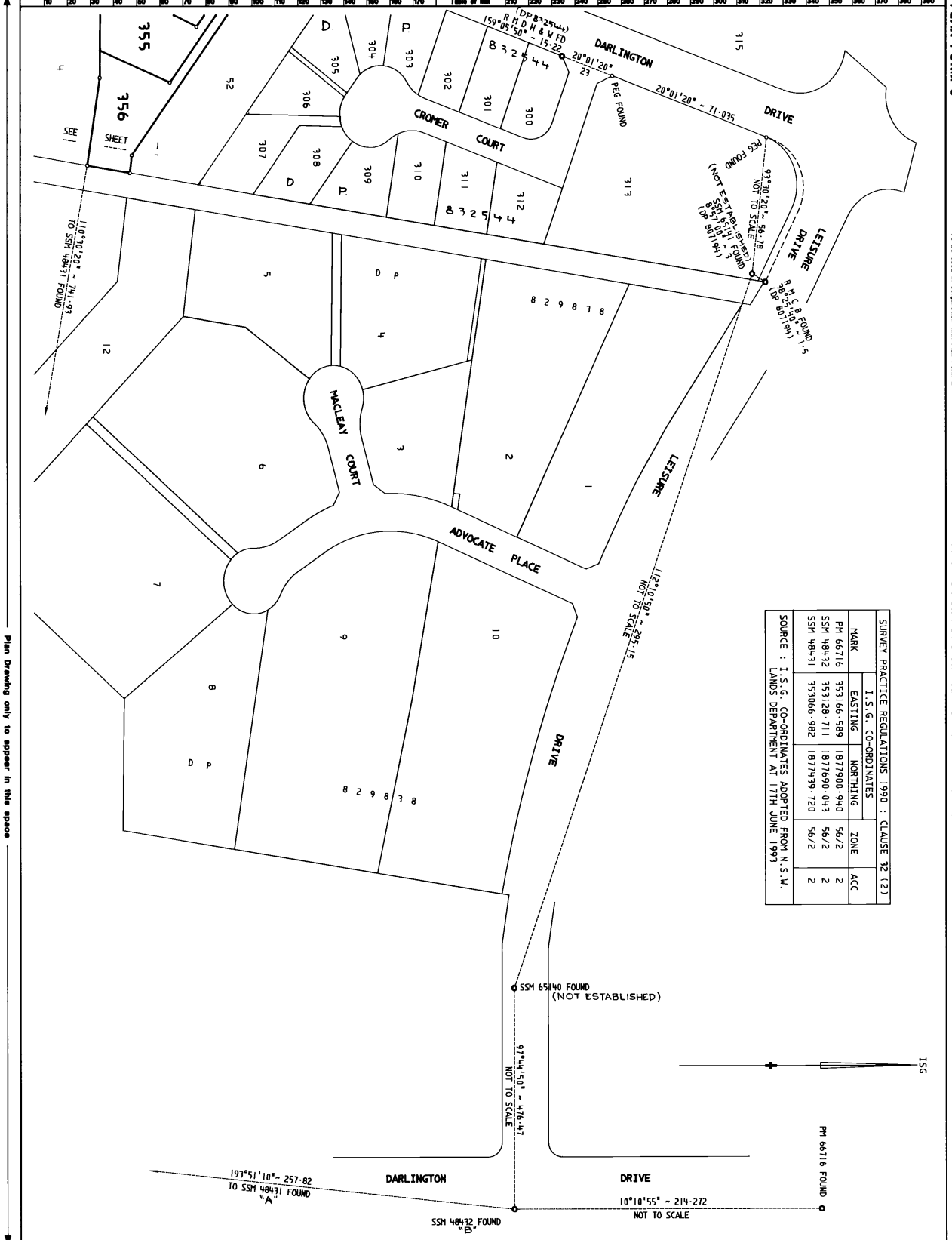
Reduction Ratio 1:800
Surveyor Reference N2136

[illegible]

PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING : CREATING OR FOLDING WILL LEAD TO REJECTION



SURVEY PRACTICE REGULATIONS 1990 : CLAUSE 12 (2)				
MARK	I.S.G. CO-ORDINATES		ZONE	ACC
	EASTING	NORTHING		
PM 66716	353166.589	1877900.940	56/2	2
SSM 48432	353128.711	1877690.043	56/2	2
SSM 48431	353066.982	1877439.720	56/2	2

SOURCE : I.S.G. CO-ORDINATES ADOPTED FROM N.S.W. LANDS DEPARTMENT AT 17TH JUNE 1993

Plan Drawing only to appear in this space

* OFFICE USE ONLY

DP 0832598

Registered: 12.8.1993

This is subject 2 of the plan in 2 sheets
dated 17/8/1993

L.P. Leach

Surveyor registered under Surveyors Act 1993

This is subject 2 of the plan in 2 sheets
dated 17/8/1993

Surveyor registered under Surveyors Act 1993

[Signature]

This is subject 2 of the plan in 2 sheets
dated 17/8/1993

Reduction Ratio 1 : 1000

Surveying Reference N1876/78

DP270252

Sheet 1 of 26 Sheets

Sheet 1 of 26 Sheets

COMMUNITY MANAGEMENT STATEMENT
KINGSTON DRIVE, BANORA POINT
"KINGSTON ROW"

Part 1 – By Laws Fixing Details of Development

1. Building and Landscaping Requirements

Part 2 – Restricted Community Property

Part 3 – Mandatory Matters

2. Private Access Way and Open Access Way
3. Fencing
4. Garbage Collection
5. Statutory Services and Private Services
6. Executive Committee Proceedings
7. Insurance

Part 4 – Optional Matters

8. Association's Right to Contract and Appoint Managing Agent
9. Association's Right to Recover Money
10. Reimbursement of Costs, Charges and Expenses
11. Things Done at Proprietor's or Occupier's Cost
12. Association Not Liable for Damage
13. Overdue Money
14. Statutory Easements
15. Washing
16. Storage of Flammable Liquids
17. Restrictions on Parking
18. Control of Lessees/Licensees
19. Proprietor and Occupier Responsible for Others
20. Rules
21. Compliance with Requirements of Authorities
22. Notices to Be Observed
23. Certificate
24. Communications with Association
25. No Interference
26. Keeping of Animals
27. Letterboxes
28. Reciprocal Use of Yards

**TERMS OF INSTRUMENT NOT CHECKED
IN LAND TITLE OFFICE**

d:\email\in\lw010300-cms.kingston drive.doc [CLA]

REGISTERED



16.3.2001

DP270252

MANAGEMENT STATEMENT

Sheet 2 of 26 Sheets

Part 5 – By-Laws Required by Public Authorities

29. Removal of Structures or Materials

Part 6 – Definitions, Interpretations and General

30. Definitions, Interpretations and General Community Plan

Part 7 – Prescribed Diagrams

Signatures, Consents & Approvals

Certificate of Approval

TERMS OF INSTRUMENT NOT CHECKED
IN LAND TRANSFER OFFICE

d:\email\in\lw010300-cms.kingston drive.doc [CLA]

REGISTERED



YKL 16.3.2001.

DP270252

Sheet 3 of 26 Sheets

MANAGEMENT STATEMENT

COMMUNITY LAND DEVELOPMENT ACT, 1989 **COMMUNITY LAND MANAGEMENT ACT 1989** **COMMUNITY MANAGEMENT STATEMENT**

WARNING

The terms of this Management Statement are binding on the Association and each Subsidiary Body within the Community Scheme and each person who is a Proprietor, Lessee, Occupier or Mortgagee in possession of a Community Development Lot, Precinct Development Lot, Neighbourhood Lot or Strata Lot within the Community Scheme.

Compliance with the requirements of this Management Statement does not remove the need to obtain the relevant consents from Council of the Shire of Tweed or any other statutory approvals. This Management Statement should be read in accordance with the provisions of Part 6 dealing with definitions, interpretations and general.

PART I

BY-LAWS FIXING DETAILS OF DEVELOPMENT

Preface

These development control By-Laws are intended to ensure an overall compatibility and continuity between the lots in this Community Plan and the development of land formerly comprised in Deposited Plan No. 829838. It is intended that design flexibility be maintained to an extent which allows each Proprietor the right to erect a dwelling which has individuality and is sympathetic to the environment.

These By-Laws relate to the control and preservation of the essence or theme of the Community Scheme and as such may only be amended or revoked by a unanimous resolution of the Community Association (see Section 17(2) of the Community Land Management Act 1989).

By-Law 1: Building and Landscaping Requirements

1.1 Plans and Specifications must be Approved

- (a) No building may be constricted, altered or allowed to remain on any Community Development Lot unless:
 - (1) has approved in writing plans and specifications (and, without limitation any amendment to any previously approved plans and specifications) for the construction or alteration; and

d:\email\in\lw010300-cms.kingston drive.doc [CLA]



DP 270252

MANAGEMENT STATEMENT

Sheet 4 of 26 Sheets

- (2) The construction or alteration is carried out in accordance with the approved plans and specifications.
- (b) The Association may give approval (whether with or without conditions) to plans and specifications submitted to it pursuant to By-Law 1.1(a) only if the plans and specifications so submitted strictly conform with the general standards of design, planning and use of the development set out in this Management Statement.
- (c) Applications for approval must be submitted to the Association in writing and must include the following:
- (1) Two copies of the plans and specifications which show, without limitation, the building design showing in particular the roof pitch, siting and use of building materials and external colours;
 - (2) Two copies of a landscaping plan including the specifications of an irrigation system for watering gardens and lawns;
 - (3) A schedule of external colour schemes and materials.
- (d) If a Proprietor disputes the Associations determination under By-Law 1.1(b), the dispute may be Referred For Decision and the expert must be an Architect.

1.2 Restrictions on Type of Building

Wall materials

- (a) All residential buildings must be built of either: Brick in the case of single storey dwellings, and brick and fibro cement cladding on parts of first floor in two storey dwellings

Roof materials

- (b) All buildings must have selected concrete roof tiles. The colour of tiles must be pastel or otherwise must be approved by the Association.
- (c) Flat roofs will not be permitted.
- (d) Roof pitch must be between 20 to 40 degrees.


1.3 Set Backs

Fencing

- (a) Fencing is not permitted without the approval of the Association

**TERMS OF INSTRUMENT NOT CHECKED
IN LAND TITLE OFFICE**

d:\email\in\lw010300-oms.kingston drive.doc [CLA]

REGISTERED  16.3.2001.

DP270252

MANAGEMENT STATEMENT

Sheet 5 of 26 Sheets

Survey

- (b) If reasonably required by the Association, from time to time during the course of carrying out on any building work on a Community Development Lot, the Proprietor must provide a survey certificate to the Association establishing that the building and any improvements the subject of the building work, are located on the Community Development Lot in accordance with the approved plans and specifications. Without limitation, if a building is being erected, a survey certificate must be provided to the Association at the stage of constructing the building footings.

1.4 Vehicle Accommodation

Driveways

Except with the Associations approval, all driveways must be paved with either stone, brick or patterned concrete finish or other paving or finish approved by

1.5 Aerials and Solar Energy Devices

If attached to a Community Development Lot the following devices must be architecturally integrated and aesthetically sensitive in terms of design and location so as to minimise visual impact from other Lots and Community Property:

- (a) Any television, radio or other aerial, antenna, dish or tower or any other transmitting or receiving device; or
- (b) Any solar energy collector panels and equipment associated with them;
- (c) Any energy conservation equipment; or
- (d) A solar hot water system and equipment associated with such a system.

1.6 Clothes Lines

Clothes lines must be aesthetically sensitive in terms of design and location. Clothes lines must be discreetly located and fully screened so that any washing hung on any clothes line is not visible from the Community Property.

1.7 Landscaping

Preface

Landscaping of the Community Parcel is paramount in achieving an integrated and unified development. The Developer, with its consultants, has master planned the landscaping theme for the Community Parcel to create an environment. Broad masses of planting should be adopted to provide ease of maintenance. Plant textures, colours and forms must be compatible.

d:\email\in\lw010300-cms.kingston drive.doc [CLA]



DP 270252

MANAGEMENT STATEMENT

Sheet 6 of 26 Sheets

Plant Species Selection

- (a) Unless otherwise approved by the Association, Proprietors must not plant or allow to remain on the Community Parcel any plants, shrubs, trees or lawn other than:

(1) Preferred Plan Species – Streetscape:

Acalypha wilkesiana
Agapanthus orientalis
Ajuga reptans
Alpinia purpurata
Araucaria heterophylla
Asparagus sprengeri
Carpobrotus edulis
Cassia sp.
Clivia miniata
Coprosma repans
Cupaniopsis anacardioides
Delonix regia
Dichondra repens
Eucalyptus torelliana
Evolvulus sp.
Ficus benjamina
Ficus macrophylla
Flindersia australis
Gazania "Copper King"
Hedera helix
Hymenocallis speciosa
Lantana montevidensis
Liriope muscari
Livistona australis
Mesembryanthemum sp
Monstera deliciosa
Nephrolepis exaltata
Nerium oleander

Philodendron selloum
Plumeria sp
Ophiopogon japonicus
Rhoeo discolor
Spathodea sp.
Strelitzia sp.
Vinca sp.
Westringia fruticosa
Xylosma senticosa
Zebrina pendula

TERMS OF INSTRUMENT NOT CHECKED
IN LAND TITLE OFFICE

d:\email\in\lw010300-oms.kington drive.doc [CLA]

REGISTERED



YLP 16.3.2001.

DP 270252

MANAGEMENT PLAN

Sheet 7 of 26 Sheets

- (2) Preferred Plan Species – Waterfront
- Acalypha sp.
 - Agapanthus orientalis
 - Ajuga reptans
 - Alpinia purpurata
 - Archontophoenix alexandrae
 - Bougainvillea glabra
 - Carpobrotus edulis
 - Cocos nucifera
 - Crinum asiaticum
 - Delonix regia
 - Gazania “Copper King”
 - Hymenocallis speciosa
 - Lagerstroemia indica
 - Lantana montevidensis
 - Liriope sp.
 - Mesembrianthemum sp.
 - Monstera deliciosa
 - Pandanus pedunculatus
 - Philodendron selloum
 - Plumeria sp.
 - Portulca “Sun Jewel”
 - Zebrina penoula
- (3) All lawn areas to be Queensland Blue Couch.

Maintenance

- (b) The gardens and lawns on each Community Development Lot must be maintained at a high standard. All lawns must be regularly mown and the lawn edges must be regularly trimmed.

Maintenance of Garden & Landscape Areas between Private Access Ways & Dwellings

- (c) All garden and landscaped areas between the private access way(s) and dwellings will be maintained by the Association to ensure uniform and quality presentation. Replacement where necessary will be made by the Association, and no species will be introduced by Proprietors or Occupiers, without the consent of the Association.

1.8 Vehicle Parking

- ~~(a) All vehicles regularly used by or otherwise under the supervision or control of Proprietors or occupiers of a particular Community Development Lot must be accommodated within that Community Development Lot. Such vehicles must not be regularly parked within the Community Property and, without limit, for more than 7 consecutive days.~~



DP 270252

MANAGEMENT STATEMENT

Sheet 8 of 26 Sheets

- (b) ~~Unless otherwise approved by the Association no truck or commercial vehicle may be regularly parked on a Community Development Lot unless the vehicle is wholly contained within a lock-up garage.~~
- (c) ~~If a Private Access Way designated for pedestrian access and a Private Access Way designated for vehicular access intersect, motor vehicles must not be parked so as to inhibit or restrict pedestrian movement.~~

1.9 Responsibility for further Approvals to Vest in Association In Certain Circumstances

If the Developer by deed relinquishes its rights and powers under this Management Statement these rights and powers will vest in the Association and the association will have and may exercise all of the rights and powers of the Developer under this Management Statement.

1.10 The Association not liable for damage

The Association is not liable for damage to or loss of property or injury to any person as a direct or indirect consequence of any act of or omission by its servants in exercising the Associations rights and powers under this Management Statement.

PART 2

RESTRICTED COMMUNITY PROPERTY

These By-Laws may not be amended during the initial period except by order of the Supreme Court of New South Wales or the relevant Community Schemes Board and may only be amended after the expiry of the initial period by special resolution and with the written consent of each person entitled by the By-Law to use the Restricted Community Property in accordance with Section 54 of the Community Land Management Act 1989.

No Restricted Community Property is being created.

PART 3

MANDATORY MATTERS

By-Law 2: Private Access Way and Open Access Way

- 2.1 It is intended to create vehicular and pedestrian access to each Community Development Lot by way of the Private Access Way delineated on the Access Way Plan.
- 2.2 The Private Access Way is for the use and benefit of Proprietors and Authorised Persons.
- 2.3 Maintenance and repair of the Private Access Way and all security measures on Community Property is the responsibility of the Association.

TERMS OF INSTRUMENT CHECKED
IN LAND REGISTRY OFFICE

REGISTERED

d:\email\p\lw010300-cms.kingston drive.doc [CLA]



16.3.2001

DP270252

MANAGEMENT STATEMENT

Sheet 9 of 26 Sheets

- 2.4 If a Private Access Way designated for pedestrian access and a Private Access Way designated for vehicular access intersect, subject by By-Law 1.8(c) motor vehicles will not be restricted from using that part of the Private Access Way designated for vehicular access.
- 2.5 Without limiting By-Law 3.1, no fence or wall or similar barrier may be erected or maintained on or near the boundary of a Private Access Way without the approval of the Association.
- 2.6 An Open Access Way in the scheme provides for Public Turning within the internal cul-de-sac head, as designated on Sheet 24 of 26 of this Statement. Maintenance and repair of the Open Access Way is the responsibility of the Association.

By-Law 3: Fencing

3.1 Any fence or wall:

- (1) Between Community Development Lots;
- (2) Near the boundary separating Community Development Lots;
- (3) On a Community Development Lot where the fence or wall is visible from the Private Access Way;
- (4) Between Strata Parcels;
- (5) Between a Strata Parcel and Community Property; or
- (6) Between a Strata Parcel and a Community Development lot,

must be approved by the Association

By-Law 4: Garbage Collection

- 4.1 The Association must negotiate a contract with appropriate garbage collection contractors or with the Council for the weekly collection of garbage from within the Community Parcel, using the standard wheeled bins issued or approved by the Council. An assembly facility will be constructed at the entry cul-de-sac.
- 4.2 it will be the responsibility of the Proprietor of each Community Development Lot to acquire necessary bins, and the Association shall acquire one for the Community Development Lot.
- 4.3 The cost of garbage collection may be included in the levies to be determined by the Association.

By-Law 5: Statutory Services and Private Services

- 5.1 This Management Statement includes a Prescribed Diagrams in respect of the following services:

DP270252

MANAGEMENT STATEMENT

Sheet 10 of 26 Sheets

Statutory Services:

- (1) Telecommunications;
- (2) Electricity.

The maintenance of any such statutory services as designated on the Prescribed Diagram will be the responsibility of the relevant Service Provider.

Private Services:

- (1) Water;
- ~~(2) Electricity;~~
- (3) Stormwater;
- (4) Sewerage.

The maintenance of any such Private Services as designated on the Prescribed Diagram and located on Community Property or any Development Lot will be the responsibility of the Association.

By-Law 6: Executive Committee Proceedings

Constitution

- 6.1 The Executive Committee must be established in accordance with Division 2 of Part 2 of the Management Act.

Notice Board

- 6.2 The Executive Committee must affix a notice board to some prominent part of Community Property.

Meetings

- 6.3 The Executive Committee may, subject to By-Laws 6.8 and 6.9, meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit.

Notice of Meetings

- 6.4 The Secretary or the Member of the Executive Committee who convenes a meeting must, for not less than 24 hours immediately before the Executive Committee holds a meeting, display on the notice board:
- (1) The notice of intention to hold the meeting; and
 - (2) The proposed agenda for the meeting.

Meeting Agenda

**TERMS OF INCORPORATION NOT CHECKED
IN LAND REGISTRY OFFICE**

d:\email\in\lw010300-cms.kingston drive.doc [CLA]

REGISTERED



16.3.2001.

DP270252

MANAGEMENT STATEMENT

Sheet 11 of 26 Sheets

- 6.5 The agenda for a meeting must include details of all business to be dealt with at that meeting.
- 6.6 No business other than general business may be dealt with at a meeting unless details of that business are set out in the agenda for that meeting.

Place of Meetings

- 6.7 Meetings must be held as noted on the Agenda.

Meeting at Request of Members

- 6.8 The Secretary or in his absence any member of the Executive Committee must, at the request of not less than 1/3 of the members of the Executive Committee, convene a meeting within the period of time specified in the request or, if no time is specified, within 14 days of the making of the request.

Out of Meeting Determinations

- 6.9 Where:

- (1) By-Law 7.4 has been complied with in relation to a meeting;
- (2) Each member of the Executive Committee has been served with a copy of a motion for a proposed resolution to be submitted at the meeting; and
- (3) The resolution has been approved in writing by a majority of members of the Executive Committee,

then the resolution will, subject to Section 38(3) of the Management Act, be as valid as if it has been passed at a duly convened meeting of the Executive Committee even though the meeting was not held.

Rights of Proprietors to Attend Meetings

- 6.10 A Proprietor or, where the Proprietor is a corporation, the company nominee of the corporation may attend a meeting but that person may not address the meeting unless authorised by a resolution of the Executive Committee.

Minutes of Meetings

- 6.11 Minutes of Meetings must be kept properly and held with the minutes of the General Meetings of the Association.

Display of Minutes

DP270252

MANAGEMENT STATEMENT

Sheet 12 of 26 Sheets

- 6.12 The Executive Committee must, within 7 days after holding a meeting, display a copy of the Minutes of that meeting on the notice board.
- 6.13 The minutes of an Executive Committee meeting must remain on the notice board for a period of at least 14 days.

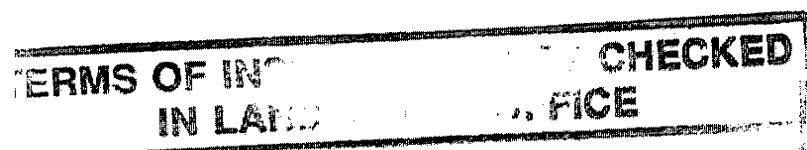
Functions of the Secretary

- 6.14 The functions of the secretary include:
- (1) Preparing and distributing Minutes of Meetings of the Association and the Executive Committee;
 - (2) Giving, on behalf of the Association and the Executive Committee, notice required to be given under the Management Act;
 - (3) Maintaining the Association roll;
 - (4) Supplying certificates in accordance with Clause 2 of Schedule 4 to the Management Act;
 - (5) Answering communications addressed to the Association or the Executive Committee;
 - (6) Convening meetings of the Executive Committee and the Association (other than the first annual general meeting);
 - (7) Performing administrative or secretarial functions on behalf of the Association;
 - (8) Performing administrative or secretarial functions on behalf of the Executive Committee; and
 - (9) Keeping records under Part 3 of Schedule 1 to the Management Act.

Functions of the Treasurer

- 6.15 The functions of the Treasurer include:
- (1) The functions set out in Section 36(1) and (2) of the Management Act;
 - (2) Notifying Proprietors of Lots and Strata Corporations of any contributions levied under the Management Act;
 - (3) Receiving, acknowledging, banking and accounting for any money paid to the Association;

d:\email\in\lw010300-cms.kingston drive.doc [CLA]



16.3.2001.

DP 270252

MANAGEMENT STATEMENT

Sheet 13 of 26 Sheets

- (4) Preparing any certificate applied for under paragraphs (b), (c), (d), (e) and (f) of Clause 2 of Schedule 4 to the Management Act;
- (5) Keeping prescribed accounting records under Clause 10 of Schedule 1 to the Management Act;
- (6) Preparing financial statements under Clause 11 of Schedule 1 to the Management Act; and
- (7) Notifying Proprietors of Lots and Strata Corporations of any contribution levied under this Management Statement and collecting such contribution.

No Remuneration

- 6.16 Members of the Executive Committee are not entitled to any remuneration for the performance of their functions but are entitled to reimbursement for reasonable out of pocket expenses incurred by them in the performance of their functions.

Protection of Executive Committee Members from Liability

- 6.17 No Member of the Executive Committee will be liable for any loss or damage occurring by reason of an act done in his capacity as a Member of the Executive Committee except fraud or negligence on the part of that Member.

Sub-Committees

- 6.18 The Executive Committee may from time to time appoint sub-committees comprising one or more of its members to:

- (1) Conduct investigations;
- (2) Perform duties and functions on behalf of the Executive Committee; and
- (3) Report the findings of the sub-committee to the Executive Committee.

By-Law 7: Insurance

- 7.1 The Association must review, on an annual basis:

- (1) All insurances effected by it; and
- (2) The need for new or additional insurance.

- 7.2 Notice of an Annual General Meeting must include a form of motion to decide whether

d:\email\in\lw010300-cms.kingston drive.doc [CLA]

REGISTERED



16.3.2001.

DP270252

AS ASSOCIATION DOCUMENT

Sheet 14 of 26 Sheets

insurances effected by the Association should be confirmed, varied or extended.

7.3 The Association must immediately:

- (1) Effect new insurances; or
- (2) Vary or extend existing insurances,

if:

- (1) There is an increase in risk; or
- (2) A new risk,

to Association Property.

7.4 A Proprietor or occupier of a Lot must not, except with the approval of the Association, do anything that might:

- (1) Void or prejudice insurance effected by the Association; or
- (2) Increase any insurance premium payable by the Association.

PART 4

OPTIONAL MATTERS

By-Law 8: Association's Right to Contract and to Appoint Managing Agent

8.1 The Association may contract with persons to provide amenities or services to Proprietors or occupiers of Lots.

8.2 The Association may appoint a managing agent in accordance with Division 5 of Part 2 of the Management Act.

By-Law 9: Association's Right to Recover Money

The Association may recover any money owing to it under the By-Law as a debt.

By-Law 10: Reimbursement of Costs, Charges and Expenses

10.1 A Proprietor or occupier of a Lot must pay or reimburse the Association in connection with the contemplated or actual enforcement, or preservation of, any rights under the By-Laws in relation to the Proprietor or occupier.

d:\email\in\lw010300-oms.kingston drive.doc [CLA]

TERMS OF 1997
IN LA...

CHECKED

OFFICE

REGISTERED



16.3.2001

DP270252

Sheet 15 of 26 Sheets

- 10.2 The costs, charges and expenses under By-Law 10.1 include, without limitation, those expenses incurred in retaining any independent consultant or other person to evaluate any matter of concern and its administration costs in connection with those events.

By-Law 11: Things Done at Proprietor's or Occupier's Cost

Anything which a Proprietor or occupier of a Lot is required to do under the By-Laws must be done at the cost of the Proprietor or occupier.

By-Law 12: Association Not Liable for Damage

The Association is not liable for damage to or loss of property or injury to any person in or near the Community Property or, Common Property due to any cause other than the negligence or fraud of the Association or any employee or agent of the Association.

By-Law 13: Overdue Money

- 13.1 A Proprietor or occupier of a Lot must pay the Association interest on any amount that has become due for payment and remains unpaid from and including the date it becomes due for payment.
- 13.2 During the period that an amount under By-Law 13.1 remains unpaid, on demand or at time notified by the Association, interest must be calculated on daily balances at the rate equal to 2% per annum above the rate quoted from time to time by the Association's bankers (as nominated by the Association) on overdraft accommodation in excess of \$100,000.00.
- 13.3 Interest which is not paid when due for payment may be capitalised by the Association at monthly intervals and is payable on capitalised interest at the rate and in the manner referred to in By-Law 13.2.
- 13.4 Nothing in this By-Law 13 prevents the Association from recovering any amount exceeding the interest calculated under this By-Law as a consequence of any amount not being paid when due.
- 13.5 Where an amount that has become due for payment to the Association by a Proprietor is not paid by the date it becomes due for payment, the Executive Committee may suspend the right of the Proprietor to use the Facilities until such time as the amount due for payment is paid to the Association.

By-Law 14: Statutory Easements

Statutory Easements are to be created over services within the schme, as identified in works as executed plans being Sheet 25 of this Management Statement.

DP270252

MANAGEMENT STATEMENT

Sheet 16 of 26 Sheets

By-Law 15: Washing

The Proprietor or occupier of a Lot must not hang washing, towels, bedding, clothing or other articles of a similar nature on the outside of a building on a Lot other than on a clothes line as approved by the Association.

By-Law 16: Storage of Flammable Liquids

The Proprietor or occupier of a Lot must not, except with the approval of the Association, use or store on the Lot or any other part of the Community Parcel any flammable chemical, gas or other material other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes or in the fuel tank of a motor vehicle or internal combustion engine.

By-Law 17: Restrictions on Parking

~~A Proprietor or occupier of a Lot must not park a boat or a trailer on the Community Property.~~

By-Law 18: Control of Lessees/Licensees

A Proprietor whose Lot is the subject of a lease or licence agreement must provide the lessee or licensees with a copy of this Management Statement and take all reasonable steps including, without limitation, any action available to him under the lease or licence agreement to ensure that the lessee or licensee of the Lot and any person on the Community Parcel with the consent (express or implied) of the lessee or licensee complies with the By-Laws.

By-Law 19: Proprietor and Occupier Responsible for Others

- 19.1 A Proprietor or occupier of a Lot must take all reasonable steps to ensure that a relevant Authorised Person complies with the By-Laws contained in this Management Statement.
- 19.2 If an Authorised Person does not comply with the By-Laws then the Proprietor or occupier must withdraw the consent of the Authorised Person to be on the Community Parcel and request that person to leave the Community Parcel.
- 19.3 If the By-Laws prohibit a Proprietor or occupier of a Lot from doing a thing, the Proprietor or occupier must not allow or cause another person to do that thing.

By-Law 20: Rules

- 20.1 The Association may make rules relating to the control, management, operation, use and enjoyment of the Community Parcel including, without limitation the storage, disposal and collection of garbage.
- 20.2 The Association may at any time add to or amend the rules.
- 20.3 The Association will not make a rule or add to or alter a rule so that it is or becomes

SEE AG947077 BY LAW 17 REPEALED
& REPLACED. SEE ANNEXURE "A"

5.7.2012



TERMS OF INST
IN LAND T

NOT CHECKED
OFFICE

d:\email\in\lw010300-cms.kingston drive.doc [CLA]

REGISTRAR

16.3.2001

DP 270252

MANAGEMENT STATEMENT

Sheet 17 of 26 Sheets

inconsistent or conflicts with:

- (a) The Management Act;
- (b) The Development Act; or
- (c) The By-Laws.

20.4 Rules bind a Proprietor, occupier, mortgagee in possession and lessee of a Lot and any breach of a rule will be regarded as a breach of a By-Law.

By-Law 21: Compliance with Requirements or Authorities

A Proprietor or occupier of a Lot will comply on time with all requirements and orders of authorities and all laws in connection with the Lot and the use or occupation of the Lot.

By-Law 22: Notices to Be Observed

A Proprietor or occupier of a Lot will comply with the terms of any notice displayed on Community Property by the Association, Service Provider or other relevant authority.

By-Law 23: Certificate

A certificate signed by the Association, its managing agent (if any) or the Secretary about a matter or a sum payable to the Association in connection with the By-Laws is prima facie evidence of the amount or any other factual matter stated in it.

By-Law 24: Communications with Association

Complaints, notices or applications to or requests for consideration of matters by the Association must be in writing and forwarded to the Managing Agent of the Association or the Secretary if no managing agent is appointed.

By-Law 25: No Interference

A Proprietor or occupier of a Lot must not:

- (a) Do anything or permit anything to be done or in relation to that Lot so that Service Lines, garbage services or any other service are interfered with; or
- (b) Use or enjoy the Community Property in such a manner or for such a purpose as to interfere unreasonably with the use and enjoyment of the Community Property by the Proprietor or occupier of any other Lot or Authorised Person.

By-Law 26: Keeping of Animals

SEE AG947077 BY LAW 25 REPEALED
& REPLACED. SEE ANNEXURE "A"

5.7.2012



TERMS OF INST
IN LAND T
NOT CHECKED
OFFICE

d:\email\in\lw010300-oms.kingston drive.doc [CLA]

REGISTERED



16.3.2001

DP270252

MANAGEMENT STATEMENT

Sheet 18 of 26 Sheets

Where a Proprietor or occupier of a Lot or any Authorised Person brings or keeps an animal on the Community Parcel, the relevant Proprietor or occupier is:

- (a) Liable to the Proprietors and occupiers of other Lots and all other persons lawfully on the Community Parcel for:
 - (1) Any noise which is disturbing to an extent which is unreasonable; and
 - (2) Any damage to or loss of property or injury to any person caused by the animal; and
- (b) Responsible for cleaning up after the animal has used any part of the Community Parcel.

The word "animal" where it appears in this By-Law is taken to mean and include any dog, cat or bird. Any other type of animal must have the prior consent of the Association before that animal is allowed on the Community Parcel.

Without limitation a Proprietor or occupier of a Lot or any Authorised Person will be entitled to be accompanied by a dog being used bona fide by him or her as a guide or assistant.

By-Law 27: Letterboxes

~~The Association will construct and maintain letterboxes, near the entry point. Proprietor and occupiers of Lot will be allocated boxes as will the Association.~~

By-Law 28: Reciprocal Use of Yards

Certain areas defined in the Concept Plan being Sheet 26 of 26 in this Statement, being parts of lots in the scheme, may be used for access to parts of buildings, garden beds, or clothes drying facilities, by immediately adjoining owners, provided such access does not unreasonably interfere with the privacy and peaceful living of the other party.

PART 5

BY-LAWS REQUIRED BY PUBLIC AUTHORITIES

The By-Laws set out or referred to in this part are made at the request of the Council and may not be amended without the consent of the Council.

By-Law 29: Maintenance of Stormwater Pollutant Interceptors

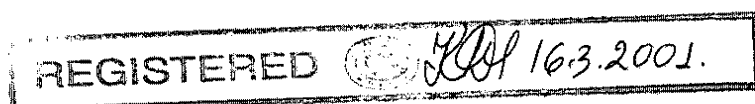
Two interceptor facilities are installed within the stormwater drainage system, and the maintenance, and in particular the cleaning of these will be the responsibility of the Association.

By-Law 30: Stormwater Overland Flow Paths

d:\email\in\lw010300-cms.kingston drive.doc [CL.A]

SEE AG947077 BY LAW 27 REPEALED
& REPLACED. SEE ANNEXURE "A"

5.7.2012



DP270252

MANAGEMENT STATEMENT

Sheet 19 of 26 Sheets

In the event of extreme rainfall intensity, escape provision for surface runoff is made in the form of overland flow paths where the turfed or paved surface is shaped to accommodate such flows for brief periods when the piped stormwater system surcharges. These provisions are made between the dwellings identified as Units 6 and 7, and Units 29 & 30.

By-Law 31: Path Access to Community Property

Co-incident with the corridor identified in By-Law No. 30 between Units 29 and 30 is the right of proprietors or occupiers of lots in the scheme to walk to and from the landscaped Community Property areas. The location and facilities referred to in this By-Law and By-Law 30, are illustrated on the Concept Plan being Sheet 26 of 26 in the Management Statement for this scheme.

By-Law 32: Removal of Structures or Materials

The Proprietors or occupiers of Lots must at all times comply with any direction by the Council or its nominee to alter, maintain or remove any structure or materials on the Lot in the interest of public safety and amenity, equitable use and the prevention of pollution.

PART 6

BY-LAW 33: DEFINITIONS, INTERPRETATIONS AND GENERAL

33.1 The following words have these meanings in the By-Laws unless the contrary intention appears:

“Architect” means an architect who:

- (1) Is a fully qualified and admitted Member of the Royal Australian Institute of Architects or equivalent body; and
- (2) Has at the date of his appointment not less than 5 years’ practical experience.

“Association” means the corporation that:

- (1) Is constituted by Section 25 of the Development Act or the registration of the Community Plan; and
- (2) Is established as a Community Association by Section 5 of the Management Act.

“Authorised Person” means, in addition to those persons noted as Authorised Persons in Section 116(7) of the Community Land Management Act, a person on the Community Property with the consent express or implied of a Proprietor or occupier of a Lot or the Association.

TERMS OF INSTRUMENT CHECKED
IN LAND REGISTRATION OFFICE

d:\email\in\lw010300-cms.kingston drive.doc [CLA]

REGISTERED



16.3.2001.

DP270252

MANAGEMENT STATEMENT

Sheet 20 of 26 Sheets

"By-Law" means a By-Law included in this Management Statement.

"Common Property" means the common property in a Strata Scheme created on registration of a Strata Plan.

"Community Development Lot" means land that is a lot in the Community Plan but is not Community Property or Land that has become subject to a Strata Corporation. Where the context permits a Community Development Lot includes all improvements erected on the Community Development Lot.

"Community Parcel" means the land the subject of the Community Scheme.

"Community Plan" means the plan of subdivision creating the Community Development Lots and the Community Property.

"Community Property" means the lot shown in the Community Plan as Community Property.

"Community Scheme" means:

- (1) The subdivision of land created by the Community Plan; and
- (2) The rights conferred, and the obligations implied by or under the Community Titles Legislation in relation to the Association, Community Property, and the Proprietors and other persons having interests in, or occupying the Community Development Lots.

"Community Titles Legislation" means the Development Act, the Management Act and cognate legislation.

"Council" means the Council of the Shire of Tweed Heads.

"Development Act" means the Community Land Development Act 1989 and Regulations made under it.

"Executive Committee" means the Executive Committee of the Community Association as constituted or elected from time to time under the Management Act.

"Initial Period" has the same meaning as that term has in the Development Act and the Management Act.

"Lot" means a Community Development Lot or a Strata Lot.

"Management Act" means the Community Land Management Act 1989 and Regulations made under it.

DP270252

MANAGEMENT STATEMENT

Sheet 21 of 26 Sheets

"Proprietor" has the same meaning as that term has in the Management Act.

"Referred For Decision" means a referral to an architect in accordance with By-Law 33.7.

"Service Line" means a pipe, wire, cable, duct or conduit by means of which a service is or used to be provided or the location of which is illustrated in the Prescribed Diagram.

"Service Provider" includes but is not limited to, North Power, Telstra and any authority or corporations assuming their functions.

"Statutory Service" means a service running through or servicing lots, or Association property provided by a Service Provider.

"Statutory Easement" means an easement created pursuant to Section 36 of the Community Land (Development) Act 1989.

"Strata Act" means the Strata Titles Act, 1973.

"Strata Corporation" means a body corporate constituted by Section 54 of the Strata Titles Act, 1973 for a Strata Scheme.

"Strata Lot" means a Lot or Common Property within the meaning of the Strata Titles Act, 1973 that is part of the Community Scheme.

"Strata Parcel" means the land the subject of a Strata Scheme.

"Strata Plan" means a strata plan under the Strata Titles Act, 1973 which includes common property.

"Strata Scheme" means:

- (a) A Strata Scheme under the Strata Titles Act, 1973 that includes Common Property and is part of a Community Scheme;
- (b) The rights conferred and the obligations imposed by or under the Strata Titles Act, 1973 and the Community Titles Legislation in relation to the scheme.

"Subsidiary Body" means a Strata Corporation created on registration of a Strata Plan.

33.2 Headings are inserted for convenience and do not affect the interpretation of this Management Statement.

33.3 If the whole or any part of a provision of the By-Law is void, unenforceable or illegal, it is severed. The remainder of the By-Laws have full force and effect. This By-Law has no effect if the severance alters the basic nature of the By-Laws or is contrary to public policy.

d:\email\in\lw010300-cms.kingston drive.doc [CLA]

**TERMS OF INSTRUMENT NOT CHECKED
IN LAND TITLES OFFICE**

REGISTERED

16.3.2001

DP 270252

MANAGEMENT STATEMENT

Sheet 22 of 26 Sheets

- 33.4 The rights, powers and remedies provided in the By-Laws are cumulative with and not exclusive of the rights, powers or remedies provided by law independently of the By-Law.
- 33.5 Any approval of work or activity proposed by a lot proprietor that is required under this Management Statement must be in writing.
- 33.6 Where any approval of work or activity is required under this Management Statement, the Association must not:
- (1) Unreasonably withhold or delay the giving of such approval;
 - (2) Impose unreasonable conditions in giving such approval.
- 33.7 (a) If:
- (1) A Proprietor and the Association are unable to resolve within 20 days any dispute which may arise as to any matter relating to or arising in relation to the giving of such approval under this Management Statement, other than a dispute as to:
 - (A) The construction of this Management Statement; or
 - (B) Questions of law; and
 - (2) In accordance with the provisions of this Management Statement, a matter is Referred For Decisions,
- then the Proprietor may give notice and particulars of such dispute to the Association that such dispute must be resolved by an Architect.
- (b) Within 20 days after notice of dispute is given, the Association must nominate a panel of 3 Architects and the Proprietor must select an Architect from the panel within 10 days.
 - (c) The Architect who has been selected by the Proprietor will act as an expert and not as an arbitrator and his decision will be final and binding on the parties. The Proprietor and the Association will be entitled to make submissions to the Architect. Each party making a submission to the Architect must at the same time provide a copy of its submission to the other party and the other party will have the right to make comments on that party's submission to the Architect. The Architect will be required to give reasons for his decision and must promptly notify each party of that decision.
 - (d) The Architect may engage other consultants to advise him if he considers the same necessary and the fees of the Architect (and any other consultants that he may engage) will be payable by the Proprietor.
 - (e) All of the costs of the Architect must be borne by the Proprietor who requires the dispute to be Referred For Decision.



DP270252

MANAGEMENT STATEMENT

Sheet 23 of 26 Sheets

- (e) All of the costs of the Architect must be borne by the Proprietor who requires the dispute to be Referred For Decision.

PART 6

COMMUNITY PLAN

See accompanying Community Plan

PART 7

PRESCRIBED DIAGRAM

See accompanying Prescribed Plan.

SIGNATURES, CONSENTS AND APPROVALS

Dated: twelfth

day of March

2001

THE COMMON SEAL of
CLANCOVE PTY LIMITED
was affixed to this document
in the presence of:

Clancove Pty Ltd. ACN 010 930 319
) by its duly constituted Attorney General
) under power of Attorney
) Book No. 429 7
) No. 955

K. Reper
Director

.....
Secretary

CERTIFICATE OF APPROVAL

It is certified:

- (a) That the Consent Authority has approved of the development described in Development Application No. S95/58; Building Approval Q83 / 13 / 00; and Construction Certificate I 2000 - 2
- (b) That the terms and conditions of this Management Statement are not inconsistent with that development as approved.

DATE: 1 March 2001

**TERMS OF INSTRUMENT NOT CHECKED
IN LAND TITLE OFFICE**

d:\email\in\lw010300-cms.kingston drive.doc [CLA]

REGISTERED



16.3.2001

SHORT BOUNDARIES		
LINE	BEARING	DISTANCE
41	70°05'02"	2.01
42	160°05'02"	3
43	250°05'02"	3.094
44	142°20'08"	2.852
45	97°51'07"	1.948
46	73°50'14"	3.363

CONNECTIONS (CURVED)		
LINE	BEARING	DISTANCE
39	144°50'54"	12.054
40	64°21'17"	12.054
		12.735
		11.15

CONNECTIONS		
LINE	BEARING	DISTANCE
50	162°33'27"	5.31
51	145°55'55"	5.002
52	64°21'20"	5
53	110°20'21"	4.005

* DEMOTES DRILL HOLE IN CONC
* DEMOTES MAIL IN CONC

CURVED BOUNDARIES		
LINE	BEARING	DISTANCE
1	41°30'57"	1.577
2	86°30'59"	7.297
3	309°51'59"	6.632
4	274°19'55"	7.941
5	211°31'11"	7.29
6	212°26'09"	13.277
7	206°08'55"	7.032
8	194°36'07"	6.532
9	182°59'39"	7.046
10	94°09'32"	23.429
11	248°09'06"	21.258
12	247°31'08"	9.014
13	225°34'52"	13.172
14	262°23'38"	8.333
15	44°14'03"	9.874
16	19°29'13"	4.553
17	355°23'24"	5.806
18	330°27'46"	2.587
19	80°10'11"	9.215
20	129°51'58"	5.707
21	147°55'33"	7.477
22	132°26'17"	9.28
23	146°52'43"	6.703
24	27°26'17"	7.36
25	217°24'07"	9.28
26	132°26'17"	3.068
27	218°05'03"	7.29
28	218°05'03"	9.386
29	211°31'11"	9.386
30	212°26'09"	9.386
31	213°10'52"	1.811
32	144°50'54"	12.054
33	64°21'17"	12.735
34	73°50'14"	11.15
35	136°40'12"	3.671
36	205°05'02"	2.828
37	142°20'08"	3.142
38	97°51'07"	7.348
39	73°50'14"	6.591
40	294°21'18"	5.623
41	263°11'13"	7.113
42	250°03'22"	16.374
43		11.15

REFERENCE MARKS		
LINE	BEARING	DISTANCE
A	R.M.D.H. & M.S.	30°57'50" ~ 1.905 & 3.76
B	R.M.D.H. & M.S.	33°58'20" ~ 0.905 & 3.28
C	R.M.D.H. & M.S.	45°45'50" ~ 0.9 & 3.54
D	R.M.D.H. & M.S.	22°08'08" ~ 0.885 & 4.315
E	R.M.D.H. & M.S.	106°40'53" ~ 0.83 & 3.75
F	R.M.D.H. & M.S.	42°25'30" ~ 0.83 & 3.85
G	R.M.D.H. & M.S.	42°26'30" ~ 1.085 & 3.565
H	R.M.D.H. & M.S.	35°35'10" ~ 0.85 & 3.565
I	R.M.D.H. & M.S.	300°35'50" ~ 1.924 & 3.565
J	R.M.D.H. & M.S.	300°35'50" ~ 1.924 & 3.565
K	R.M.D.H. & M.S.	255°25'00" ~ 1.745 & 3.565
L	R.M.D.H. & M.S.	188°57'54" ~ 2.405 & 12.29
M	R.M.D.H. & M.S.	62°33'20" ~ 0.82 & 3.795
N	R.M.D.H. & M.S.	30°30'35" ~ 0.645 & 3.765
O	R.M.D.H. & M.S.	30°30'35" ~ 0.645 & 3.765
P	R.M.D.H. & M.S.	280°08'35" ~ 0.675 & 3.775
Q	R.M.D.H. & M.S.	296°42'20" ~ 1.415 & 5.37
R	R.M.D.H. & M.S.	18°40'30" ~ 1.515 & 5.24
S	R.M.D.H. & M.S.	95°11'30" ~ 1.475 & 5.325
T	R.M.D.H. & M.S.	119°54'30" ~ 1.305 & 5.205
U	R.M.D.H. & M.S.	190°55'30" ~ 1.435 & 5.155
V	R.M.D.H. & M.S.	218°28'55" ~ 1.435 & 5.155
W	R.M.D.H. & M.S.	188°57'54" ~ 2.405 & 12.29
X	R.M.D.H. & M.S.	218°28'55" ~ 1.435 & 5.155
Y	R.M.D.H. & M.S.	218°28'55" ~ 1.435 & 5.155
Z	R.M.D.H. & M.S.	218°28'55" ~ 1.435 & 5.155

REFERENCE MARKS		
LINE	BEARING	DISTANCE
A1	R.M.D.H. & M.S.	314°52'05" ~ 1.18 & 3.295
B1	R.M.D.H. & M.S.	314°52'05" ~ 1.18 & 3.295
C1	R.M.D.H. & M.S.	314°52'05" ~ 1.18 & 3.295
D1	R.M.D.H. & M.S.	314°52'05" ~ 1.18 & 3.295
E1	R.M.D.H. & M.S.	314°52'05" ~ 1.18 & 3.295
F1	R.M.D.H. & M.S.	314°52'05" ~ 1.18 & 3.295
G1	R.M.D.H. & M.S.	314°52'05" ~ 1.18 & 3.295
H1	R.M.D.H. & M.S.	314°52'05" ~ 1.18 & 3.295
I1	R.M.D.H. & M.S.	314°52'05" ~ 1.18 & 3.295
J1	R.M.D.H. & M.S.	314°52'05" ~ 1.18 & 3.295
K1	R.M.D.H. & M.S.	314°52'05" ~ 1.18 & 3.295
L1	R.M.D.H. & M.S.	314°52'05" ~ 1.18 & 3.295
M1	R.M.D.H. & M.S.	314°52'05" ~ 1.18 & 3.295
N1	R.M.D.H. & M.S.	314°52'05" ~ 1.18 & 3.295
O1	R.M.D.H. & M.S.	314°52'05" ~ 1.18 & 3.295
P1	R.M.D.H. & M.S.	314°52'05" ~ 1.18 & 3.295
Q1	R.M.D.H. & M.S.	314°52'05" ~ 1.18 & 3.295
R1	R.M.D.H. & M.S.	314°52'05" ~ 1.18 & 3.295
S1	R.M.D.H. & M.S.	314°52'05" ~ 1.18 & 3.295
T1	R.M.D.H. & M.S.	314°52'05" ~ 1.18 & 3.295
U1	R.M.D.H. & M.S.	314°52'05" ~ 1.18 & 3.295
V1	R.M.D.H. & M.S.	314°52'05" ~ 1.18 & 3.295
W1	R.M.D.H. & M.S.	314°52'05" ~ 1.18 & 3.295
X1	R.M.D.H. & M.S.	314°52'05" ~ 1.18 & 3.295
Y1	R.M.D.H. & M.S.	314°52'05" ~ 1.18 & 3.295
Z1	R.M.D.H. & M.S.	314°52'05" ~ 1.18 & 3.295

THIS PLAN ILLUSTRATES OPEN AND PRIVATE ACCESSWAYS WHICH ARE COMMUNITY PROPERTY AND NOT A PUBLIC ROAD WITHIN THE MEANING OF THE ROADS ACT 1993

MANAGEMENT STATEMENT

DP270252

REGISTERED 10/1/2001

COMMUNITY PLAN

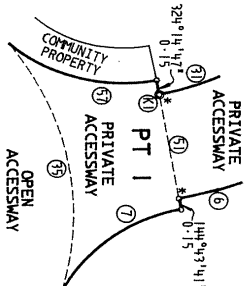
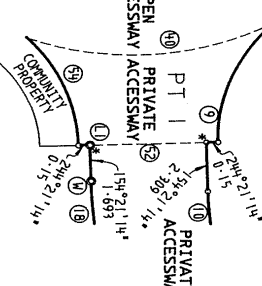
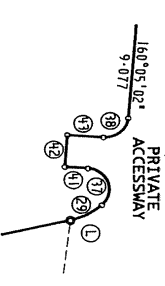
SHEET 24 OF 26 SHEETS

PLAN ILLUSTRATING OPEN AND PRIVATE ACCESSWAYS WITHIN NO KINGSTON DRIVE BANORA POINT

1. BASL JOHN McLAUCHLAN
McLAUCHLAN SURVEYING PTY LTD
OF 10, 204, 7th FLOOR KESWICK 2468
certify that this is a plan of the estate/estate/associated access
ways provided for the development shown in Community/Proprietary/
Highway/Other Plan No.

10-1-2001

D P 8 0 4 9 9

DIAGRAM 'A'
NOT TO SCALEDIAGRAM 'B'
NOT TO SCALEDIAGRAM 'C'
NOT TO SCALE

COMMUNITY MANAGEMENT STATEMENT
CONCEPT PLAN

REGISTERED
16.3.2001

DP270252

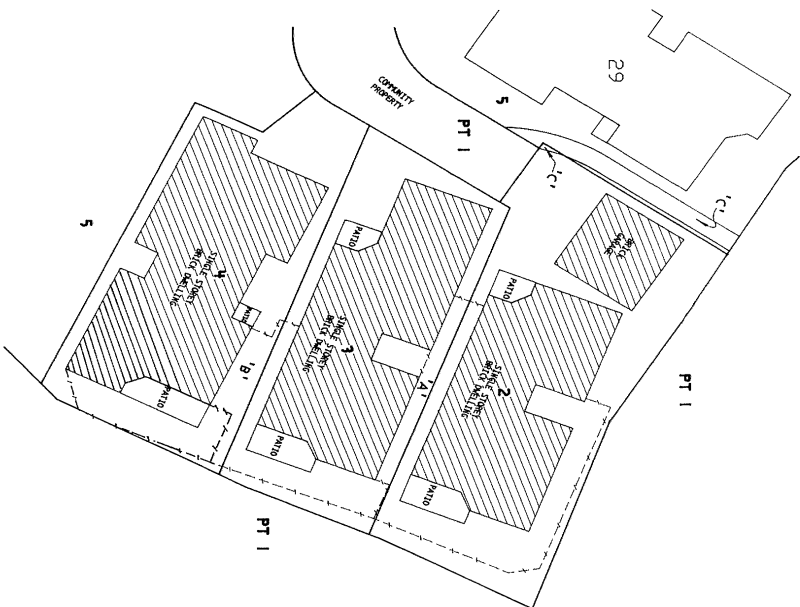
BY-LAW No's 30, 31

Area 'C' within Lot 2 and that part of the Development Lot 5 which will become the lot in the Scheme to accommodate residential unit No 29 is an overland flow path and must be kept free of obstructions to such flows
Area 'C' will also provide foot access as prescribed in By-Law No 31

BY-LAW No 30

Area 'D' within that part of the Development Lot 5 which will become part of the lots in the Scheme to accommodate residential unit No 6 and 7 is an overland flow path and must be kept free of obstructions to such flows

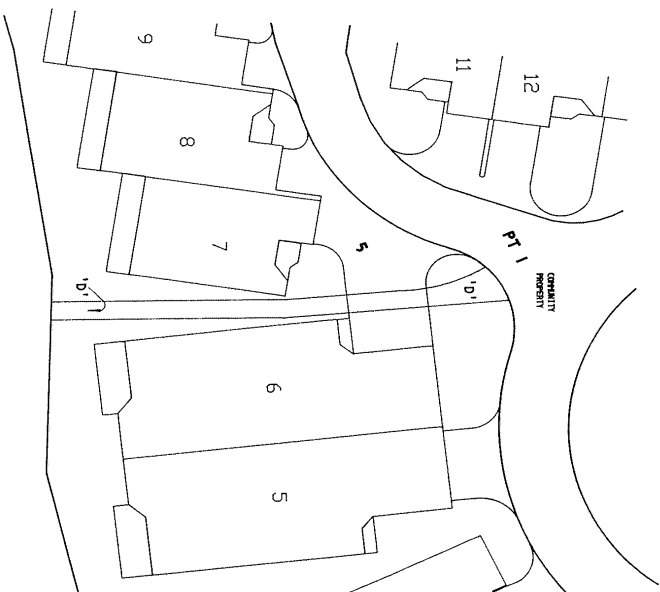
GN
MGA



YARD USE

BY-LAW No 28

Area 'A' within Lot 3 is available for use of Lot 2 as prescribed in By-Law No 28
Area 'B' within Lot 4 is available for use of Lot 3 as prescribed in By-Law No 28



Form: 21CSM

Release: 2.1

www.lands.nsw.gov.au

**AMENDMENT OF
MANAGEMENT STATEMENT**

New South Wales

Section 39

Community Land Development Act 1989

DP 270252
MANAGEMENT STATEMENT
ANNEXURE 'A'
Sheet 1 of 9 Sheets

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

(A) TORRENS TITLE

1/DP 270252

(B) LODGED BY

Document Collection Box 495R	Name, Address or DX, Telephone, and LLPN if any LLPN: 123354Y BY-LAW EXPRESS GPO BOX 751, SYDNEY NSW 2001 PHONE: 9252 0107 Reference: <input type="text"/>	CODE CS
--	--	-----------------------

(C) APPLICANT

Community Association	Deposited Plan No. 270252
-----------------------	---------------------------

(D)

The applicant certifies that by a ~~CLICK & PICK~~ ^(SEE ANNEXURE) resolution passed on 15 March 2012 and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:

(E) BY-LAWS

Repealed See below	Added See below as fully set out below
-----------------------	---

(F) TEXT OF ADDED BY-LAW

Repealed

1.8(a)(b)&(c), 17, 25 and 27

Added

1.8(a)(b)&(c), 17, 25, 27 and 34 to 62 inclusive

(See annexure hereto)



(G) The common seal of the Community association deposited plan 270252 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness:

Michelle Baker

Name of witness:

Michelle Baker

Date:

10/4/2012

REGISTERED



5.7.2012

COMMUNITY ASSOCIATION DP270252
ANNEXURE TO AMENDMENT OF MANAGEMENT STATEMENT

That by Unanimous Resolution Part 1.8 (a), (b) & (c) "Vehicle Parking" in the existing community management statement Kingston drive, Kingston Row was repealed and replaced with:

Vehicle Parking

- 1.8 (a) A proprietor or occupier of a Lot or other authorised person must not park a vehicle on the Community Parcel except in a garage or driveway on his or her own Lot or on an area on the Community Parcel designated by the Community Association as an area where a vehicle may be parked by a visitor for short periods of time as approved by the Community Association.
- (b) Unless otherwise approved by the Community Association no truck or commercial vehicle may be parked on a Community Development Lot unless the vehicle is wholly contained within a lock-up garage.
- (c) If a Private Access Way designated for pedestrian access and a Private Access Way designated for vehicular access intersect, motor vehicles must not be parked so as to inhibit or restrict pedestrian movement.

That by special resolution by-law 17 "Restrictions on parking", in the existing community management statement Kingston drive, Kingston Row was repealed and replaced with:

Restrictions on Parking

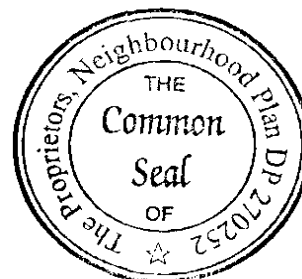
17. A proprietor or occupier of a Lot or any authorised person must not park a caravan, vehicle, boat or a trailer on the Community Parcel or on any grassed area except in a garage or driveway on his or her own Lot.

THE COMMON SEAL of THE COMMUNITY
ASSOCIATION DEPOSITED PLAN 270252 was affixed
hereto in the presence of a person authorised by Section 8
of the Community Land Management Act 1989 to attest the
affixing of the seal

Signature: _____

Name: Michelle Baten

Date: 10/4/2012



MANAGEMENT STATEMENT
ANNEXURE 'A'
Sheet 3 of 9 Sheets

That by special resolution by-law 25" No Interference" in the existing community management statement Kingston drive, Kingston Row was repealed and replaced with:

No Interference

- 25.1 The proprietor or occupier of a Lot or other authorised person must not without the written consent of the Community Association carry out any works, do anything or permit anything to be done which interferes with services or obstructs access to services or overloads or damages services.
- 25.2 A proprietor or occupier of a Lot or other authorised person must promptly notify the Community Association of any damage to or defective operation of Services.
- 25.3 A proprietor or occupier of a Lot or other authorised person must not use or enjoy the Community Property or their Lot in such a manner or for such a purpose as to interfere unreasonably with the use and enjoyment of the Community Property by the proprietor or occupier of any other Lot.

That by special resolution by-law 27 "Letterboxes" in the existing community management statement Kingston drive, Kingston Row was repealed and replaced with:

Letterboxes

27. The Association will construct letterboxes near the entry point and will allocate a letterbox to the proprietor of each Lot. The Proprietor must maintain their allocated letterbox in good working condition and in a state of uniformity and good repair.

Locking devices must be of a standard design consistent with the original locking devices on existing letterboxes.

The maintenance of the letterbox and replacement of any locking device will be at the expense of the Proprietor of the Lot.

Should the owner(s) fail to fulfil their obligations to maintain their allocated letterbox the Association may:-

- a) carry out all works necessary to perform that obligation;

THE COMMON SEAL of THE COMMUNITY
ASSOCIATION DEPOSITED PLAN 270252 was affixed
hereto in the presence of a person authorised by Section 8
of the Community Land Management Act 1989 to attest the
affixing of the seal

Signature: _____

Name: Michelle Balen

Date: 10/4/2012



DP 270252
MANAGEMENT STATEMENT
ANNEXURE 'A'
Sheet 4 of 9 Sheets

- b) recover the cost of carrying out the works from the owner(s) including any costs and/or legal costs that may be incurred to effect such works or recovery of costs so incurred.

That by special resolution the following by-laws were added the existing community management statement Kingston drive, Kingston Row under the section "Part 4" Optional Matters.

Building and Landscaping Requirements

34. Temporary structures such as tents, fabric gazebos, tarpaulins or marquees are not permitted without the prior written consent of the Community Association.
35. All play equipment must be within the fenced areas of the Lot and must be positioned such that it is screened from view from outside the Lot.
36. Any exterior lighting within a Lot must not directly shine onto or effect the living areas of a dwelling on an adjoining Lot. General flood lighting or coloured lights are not permitted without prior written consent of the Community Association.
37. The Community Association may from time to time add to or alter the Architectural and Landscape Requirements and Standards for the development.

Modifications and new constructions by Community Association

38. If the Community Association requires to make a Building Modification or a New Construction on Community Property then it must comply with any Architectural and Landscape Requirements and Standards in force for Community Property.

Community Property

39. The proprietor or occupier of a Lot or any authorised person must not do or permit anything which might damage Community Property.
40. The proprietor or occupier of a Lot must promptly notify the Community Association of any damage to or defect of Community Property.

**THE COMMON SEAL of THE COMMUNITY
ASSOCIATION DEPOSITED PLAN 270252 was affixed
hereto in the presence of a person authorised by Section 8
of the Community Land Management Act 1989 to attest the
affixing of the seal**

Signature:-----

Name:-----

Date:-----



DP 270252
MANAGEMENT STATEMENT
ANNEXURE 'A'
Sheet 5 of 9 Sheets

Construction on Community Property

41. The proprietor or occupier of a Lot must not without the prior written consent of the Community Association:
- (a) construct any building or structure on Community Property;
 - (b) attach anything to Community Property; or
 - (c) alter Community Property.

No Inappropriate Use

42. The proprietor or occupier of a Lot or other authorised person must not use the Community Parcel or any of its structures, facilities or services for any purpose other than that for which it was intended.

Fixing of Signs

43. The proprietor or occupier of a Lot or other authorised person must not, fix or place any sign, advertisement or notice to or on any part of a Lot unless it is inside the Lot and is not visible from outside the Lot without the prior written consent of the Community Association.
44. The Community Association may designate an area of Community Property on which signs, including without limitation, sale or leasing signs may be exhibited by a proprietor or occupier of a Lot or other authorised person and may restrict the size of the sign and the amount of time for which the signs are to be displayed.
45. The proprietor or occupier of a Lot or other authorised person must not, fix or place any sign, advertisement or notice to or on any part of Community Property without the prior written consent of the Community Association.

Maintenance of Building on Lot

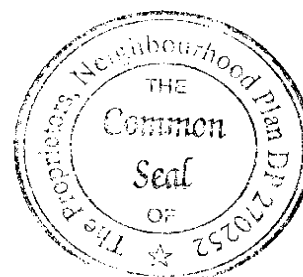
- 46.1 The proprietor or occupier of a Lot or other authorised person must keep the Lot including, without limitation, the exterior of the building on the Lot, clean and in good repair and condition.

THE COMMON SEAL of THE COMMUNITY
ASSOCIATION DEPOSITED PLAN 270252 was affixed
hereto in the presence of a person authorised by Section 8
of the Community Land Management Act 1989 to attest the
affixing of the seal

Signature: _____

Name: Michelle Baker

Date: 10/4/2012



MANAGEMENT STATEMENT
ANNEXURE 'A'
Sheet 6 of 9 Sheets

- 46.2 The proprietor or occupier of a Lot or other authorised person must carry out all maintenance and repairs to the exterior of the building on the Lot in a proper and workmanlike manner to the reasonable satisfaction of the Community Association in accordance with the Building and Landscape Requirements and, without limitation, with materials of the same or similar quality as those used in the construction of the building.
- 46.3 The Community Association may give a notice to the proprietor or occupier of a Lot requiring that proprietor or occupier to comply with the terms of this By-Law.

Maintenance of Landscaped Areas on Lots

- 47.1 The proprietor or occupier of a Lot or other authorised person must keep the landscaped areas of his or her Lot clean and tidy and in good repair and must not alter the original grassed areas or landscape design of the Lot between the dwelling and Private Access Way or the Community Parcel without the prior written consent of the Community Association.
- 47.2 The proprietor or occupier of a Lot must carry out all maintenance to landscaped areas within the fenced areas of the Lot in a proper and workmanlike manner to the reasonable satisfaction of the Community Association.
- 47.3 The Community Association may give a notice to the proprietor or occupier of a Lot requiring that proprietor or occupier to comply with the terms of this By-Law.
48. All climbing or trailing plant species must be contained within a Lot and not effect any adjoining Lot or Community Property.
49. Sprinkler systems or run-off from sprinkler systems are not to effect adjoining Lots.

Private Access Ways (Community Roadway)

50. A proprietor or occupier of a Lot or other authorised person must not drive any motor vehicle on a private access way (Community Roadway):
- (a) at a speed in excess of 10 kilometres per hour;
 - (b) which is not registered for use on public roads in accordance with the laws of any State or Territory of Australia; or

THE COMMON SEAL of THE COMMUNITY ASSOCIATION DEPOSITED PLAN 270252 was affixed hereto in the presence of a person authorised by Section 8 of the Community Land Management Act 1989 to attest the affixing of the seal

Signature: _____

Name: _____

Date: _____



DP 270252
MANAGEMENT STATEMENT
ANNEXURE 'A'
Sheet 7 of 9 Sheets

- (c) if they are not licenced to drive the vehicle on a public road in accordance with the laws of any State or Territory of Australia; or
- (d) which is excessively noisy or emits an excessive level of exhaust or other fumes.

Managing, Operating and Maintaining Community Property

- 51.1 To ensure the retention of vegetation on steep gradients or along waterways and to assist in minimizing slope instability and soil erosion on community property, the proprietor or occupier of a Lot or other authorized person must not damage, cut down, remove, ringbark, poison or cause any damage to a tree on the Community Property whether directly or indirectly without the prior written consent of the Community Association.
- 51.2 The Community Association may contract with persons to provide for the management, maintenance, control and administration of Community Property.

Proprietor Insurance

52. The proprietor of a Lot must carry suitable and appropriate home insurance cover for the full replacement value of the dwelling situated on the Lot and any fencing associated with the dwelling. Current policy details of such insurance cover must be provided to the Community Association if requested.

Rubbish and Waste Material

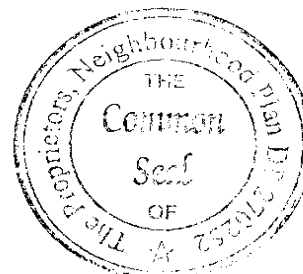
53. The proprietor or occupier of a Lot must:
- (a) keep any garbage bin on the Lot secure, hidden from view from outside the Lot and in a condition such that it does not emit odours; and
 - (b) store used bottles, boxes and containers, waste paper and other similar items so that they are hidden from view outside the Lot.
54. A proprietor or occupier of a Lot or other authorised person must ensure that they deposit garbage or waste materials in accordance with Council's By-Laws and ordinances relating to the disposal and collection of garbage or waste.

**THE COMMON SEAL of THE COMMUNITY
ASSOCIATION DEPOSITED PLAN 270252 was affixed
hereto in the presence of a person authorised by Section 8
of the Community Land Management Act 1989 to attest the
affixing of the seal**

Signature: _____

Name: Michelle Baker

Date: 10/4/2012



DP 270252

MANAGEMENT STATEMENT

ANNEXURE 'A'

Sheet 8 of 9 Sheets

Security Keys

- 55.1 The Community Association may restrict access to the Community Parcel by means of Security Keys.
- 55.2 The Community Association may make Security Keys available to proprietors and occupiers of Lots and persons authorised by the Community Association and must keep a register of persons whom Security Keys are made available to.
- 55.3 A person to whom a Security Key is made available must:
- (a) not duplicate or copy the Security Key without prior written approval from the Executive Committee;
 - (b) immediately notify the Community Association if the Security Key is lost or misplaced;
 - (c) when requested by the Community Association, immediately return the Security Key to the Community Association; and
 - (d) take all reasonable steps to safeguard the Security Key against loss, damage or theft.
- 55.4 A proprietor or occupier of a Lot must return the Security Key to the Community Association on the sale of a Lot.
- 55.5 The Community Association may charge a reasonable fee for any additional or replacement Security Key.

Community Associations Right to Maintain Services

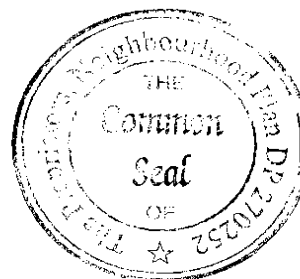
- 56.1 Subject to section 60 of the Management Act the Community Association and persons authorised by it may enter a Lot at all reasonable times to maintain, repair, alter, add to, increase the capacity of or renew Private Services.
- 56.2 The Community Association must give the proprietor or occupier of a Lot reasonable notice of entry.
- 56.3 If an emergency exists the Community Association and persons authorised by it may enter a Lot at any time without notice.

THE COMMON SEAL of THE COMMUNITY
ASSOCIATION DEPOSITED PLAN 270252 was affixed
hereto in the presence of a person authorised by Section 8
of the Community Land Management Act 1989 to attest the
affixing of the seal

Signature: _____

Name: _____

Date: _____



Instructing Contractors

57. A proprietor or occupier of a Lot or other authorised person must not directly or indirectly instruct agents, employees or contractors of the Community Association unless authorised to do so by the Community Association.

Communications from Community Association

58. Any approval, notice or authorisation by the Community Association under these By-Laws must be in writing.

Approvals by Community Association

59. The Community Association may give conditionally or unconditionally or withhold its approval under these By-Laws in its absolute discretion unless expressly provided otherwise in these By-Laws.

Exhibition of By-Laws

60. A copy of these By-Laws must be kept by the Community Association and be available for inspection by proprietors or occupiers of Lots.

Playing on Community Property

61. Persons including children must not play on Community Property and must not use bicycles, scooters, skateboards, balls or skates on Community Property.

Damage to Community Property

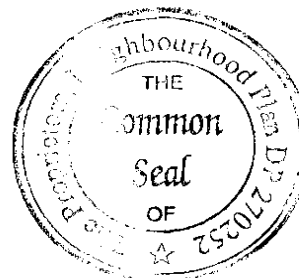
- 62.1 An owner or occupier of a lot or other authorised person must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the community property except with the prior written approval of the Community Association.
- 62.2 This By-Law does not prevent an owner or person authorised by an owner from installing a standard locking device attached to the Lot owners letter box.

THE COMMON SEAL of THE COMMUNITY
ASSOCIATION DEPOSITED PLAN 270252 was affixed
hereto in the presence of a person authorised by Section 8
of the Community Land Management Act 1989 to attest the
affixing of the seal

Signature: _____

Name: _____

Date: _____



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

(Sheet 1 of 4 sheets)

Lengths are in metres

PART 1

Plan: **DP 829838**

of subdivision covered by Council
Clerk's Certificate No. 41
of 1993

FULL NAME AND ADDRESS

JOHN BOLSTER of Lot 2 Rayles
Lane, Terranora in the State of
New South Wales.

1. **IDENTITY OF EASEMENT OR
RESTRICTION FIRSTLY REFERRED
TO IN THE ABOVEMENTIONED PLAN:**

Easement for substation site 2.75
wide

SCHEDULE OF LOTS, ETC AFFECTED

Lot burdened

Authority benefited

2

Northern Rivers Electricity

2. **IDENTITY OF EASEMENT OR
RESTRICTION SECONDLY REFERRED
TO IN THE ABOVEMENTIONED PLAN:**

Right of footway variable width

SCHEDULE OF LOTS, ETC AFFECTED

Lot burdened

Authority benefited

11

Tweed Shire Council

3. **IDENTITY OF EASEMENT OR
RESTRICTION THIRDLY REFERRED
TO IN THE ABOVEMENTIONED PLAN:**

Restriction as to user

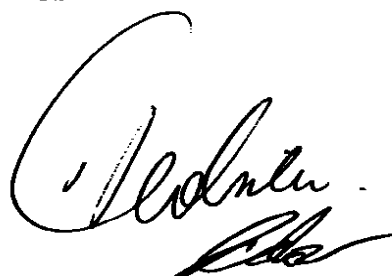
SCHEDULE OF LOTS AFFECTED

Lots burdened

Lots benefited

Each lot

Every other lot



.....
SHIRE CLERK



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

DP 829838

(Sheet 2 of 4 sheets)

*Subdivisions covered by Council
Clerks Certificate 2641 of 1993*

4. **IDENTITY OF EASEMENT OR
RESTRICTION FOURTHLY REFERRED
TO IN THE ABOVEMENTIONED PLAN:**

Restriction as to user

SCHEDULE OF LOTS, ETC AFFECTED

Lots burdened

1 and 10

Authority benefited

Tweed Shire Council

PART 2

1. **TERMS OF RESTRICTION AS TO USER FIRSTLY REFERRED TO IN THE
ABOVEMENTIONED PLAN - EASEMENT FOR SUBSTATION SITE:**

All and free right and liberty for the Northern Rivers Electricity and its successors to use the servient tenement for the purpose of installing transformers and switchgear and transmitting and distributing power underground by electricity and to construct reconstruct and maintain in upon across and through the servient tenement pipes conduit and other necessary apparatus and appliances for the purpose of conducting transmitting and distributing electric power by underground transmission lines owned or operated by the Northern Rivers Electricity or its successors and for the purposes aforesaid to enter into upon the said servient tenement and upon any part thereof at all times with surveyors reasonable time for the purpose of maintaining or renewing any underground transmission line or appliance and to cut away and keep clear of the said underground transmission lines and apparatus all shrubs trees roots and any other thing or things which might in any way endanger the proper operation of the said transmission line or any of the appliances and to remove any obstruction within the servient tenement to the exercise of the rights hereby granted such right and liberty to be exercisable by the Northern Rivers Electricity or its successors without incurring any obligation to restore damage done to the servient tenement or to any improvements thereon or to pay compensation to the registered proprietors.

[Handwritten signature]
[Handwritten signature]

.....*[Handwritten signature]*.....
SHIRE CLERK



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

DP 829838

(Sheet 3 of 4 sheets)

Subdivision Covered by Council
Clerks Certificate No 41 of 1993

**2. TERMS OF RESTRICTION AS TO USER THIRDLY REFERRED TO IN THE
ABOVEMENTIONED PLAN - RESTRICTIONS ON THE USE OF LAND:**

- (a) No building shall be erected which has previously been erected elsewhere.
- (b) All buildings to be erected shall be constructed of new materials.
- (c) That no roof of any building erected on any lot shall be of any material other than a blended colour tile with a non-reflective finish.
- (d) That no building shall be erected on any lot with external walls of materials other than brick, stone, concrete, glass, aluminium, timber or fibro or any other combination of the same, provided that fibro, aluminium or timber shall not be used in external walls, except as in-fill panels or gable in-fills in conjunction with all or any of the other materials hereinbefore mentioned and that the proportion of fibro, aluminium and or timber so used in relation to the total external wall area shall not exceed 30% thereof, provided that nothing in the clause contained shall preclude or prohibit a building having the inner framework of its external wall constructed of a timber or other material with an external brick-veneer face.
- (e) For the benefit of any adjoining land owned by John Bolster, but only during the ownership thereof by John Bolster, his successors and assigns, other than purchasers on sale, no fence shall be erected on any lot thereby burdened to divide such lot from the adjoining lot or lots without the consent of John Bolster, providing however that such consent shall not be withheld if such fence is erected without expense to John Bolster, his successors or assigns as aforesaid and in favour of any person or persons or corporation dealing with the registered proprietor or transferee of such land, such consent shall be deemed to have been given in respect of every fence for the time being erected.

**3. TERMS OF RESTRICTION AS TO USER FOURTHLY REFERRED TO IN THE
ABOVEMENTIONED PLAN - RESTRICTIONS ON THE USE OF LAND:**

There shall be no vehicular access to the lots from Leisure Drive.

John Bolster
John Bolster

.....*[Signature]*.....
SHIRE CLERK



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

DP 829838

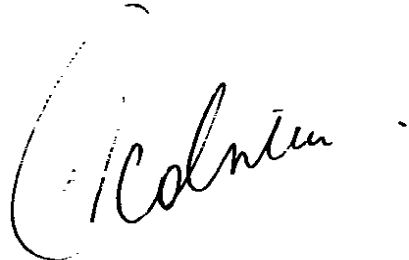
(Sheet 4 of 4 sheets)

*Subdivision covered by Council
Clerks Certificate No 41 of 1993*

**4. NAME OF PERSON EMPOWERED TO RELEASE, VARY OR MODIFY RESTRICTIONS
THIRDLY REFERRED TO IN THE ABOVEMENTIONED PLAN:**

John Bolster of Lot 2 Rayles Lane, Terranora in the State of New South Wales for such time as he remains the registered proprietor of any lot or lots in the Plan of Subdivision and thereafter by the person or persons in whom the legal estate in fee simple is for the time being vested in the land in the said Plan of Subdivision (other than streets or other public areas) having a common boundary with the land burdened provided that any such release variation or modification shall if approved be made and done in all respects at the cost and expense of the person requesting such release variation or modification.

SIGNED at Tweed Heads)
this *5th* day of)
MARCH 1993)
by JOHN BOLSTER in the)
presence of:)



Signed at Murwillumbah on the _____ day of _____ 1993
for and on behalf of the Council of the Shire of Tweed.

As Mortgagee Under Mortgage No W476419 WESTPAC BANKING CORPORATION
HEREBY CONSENTS TO THE WITHIN PLAN OF SUBDIVISION
WESTPAC BANKING CORPORATION

Signed Sealed and Delivered
for and on behalf of
WESTPAC BANKING CORPORATION

ANDREW MARTIN O'URIDGE
by
its duly constituted
Attorney who is
personally known to me

B Martin
BRIAN ANTHONY MARTIN
TWEED HEADS
BANK OFFICER

who hereby states that the time of execution of this instrument and notice
of revocation has been received of the Power of Attorney registered in
the office of the Registrar General No. 528 - Book 4005 under
the authority of which this instrument has been executed.



* Branch/Office TWEED HEADS
* Manager Acting
* Deputy Manager
* Assistant Manager
* Officer in Charge General Services
* District Commercial Manager
* District Manager
* District Business Developer
* District District Operations Manager
* Delete as applicable

BN



SHIRE CLERK

REGISTERED  *L16-4-1993*

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

(Sheet 1 of 6 sheets)

Lengths are in metres

PART 1

Plan: **DP 832598**

of subdivision covered by
Council's Certificate No. 131
of 1993

FULL NAME AND ADDRESS
OF PROPRIETOR OF THE LAND:

FOBUKI PTY LIMITED (ACN 003 573
288) and LANLUX NO 49 PTY LIMITED
(ACN 003 510 192) being companies
duly incorporated and having
their registered office at 348
South Road, Moorabbin in the
State of Victoria.

1. IDENTITY OF EASEMENT OR
RESTRICTION FIRSTLY REFERRED
TO IN THE ABOVEMENTIONED PLAN: Right of carriageway 4 wide

SCHEDULE OF LOTS AFFECTED

<u>Lot burdened</u>	<u>Lots benefited</u>
356	354, 355

2. IDENTITY OF EASEMENT OR
RESTRICTION SECONDLY REFERRED
TO IN THE ABOVEMENTIONED PLAN: Right of carriageway 4 wide and
variable

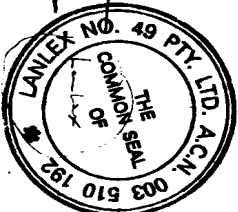
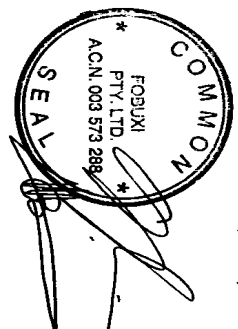
SCHEDULE OF LOTS AFFECTED

<u>Lot burdened</u>	<u>Lots benefited</u>
354 355	355, 356 354, 356

3. IDENTITY OF EASEMENT OR
RESTRICTION THIRDLY REFERRED
TO IN THE ABOVEMENTIONED PLAN: Easement for services 12 wide and
variable

SCHEDULE OF LOTS, ETC AFFECTED

<u>Lots burdened</u>	<u>Lots, etc benefited</u>
354, 355, 356	354, 355, 356, Tweed Council and Northern Rivers Electricity



.....
GENERAL MANAGER



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

DP 832598 (Sheet 2 of 6 sheets)

Lengths are in metres

4. IDENTITY OF EASEMENT OR
RESTRICTION FOURTHLY REFERRED
TO IN THE ABOVEMENTIONED PLAN: Easement to drain water and
sewerage 3 wide

SCHEDULE OF LOTS, ETC AFFECTED

<u>Lots burdened</u>	<u>Lots, etc benefited</u>
350	Lot 11 in DP829838, Lot 4 in DP817155 and Tweed Council

5. IDENTITY OF EASEMENT OR
RESTRICTION FIFTHLY REFERRED
TO IN THE ABOVEMENTIONED PLAN: Restriction as to user

SCHEDULE OF LOTS AFFECTED

<u>Lots burdened</u>	<u>Lots benefited</u>
350, 354, 355, 356	Every other lot

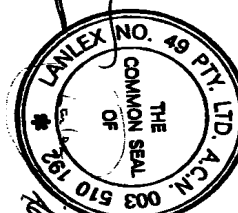
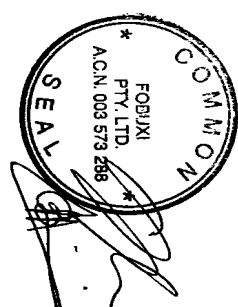
6. IDENTITY OF EASEMENT OR
RESTRICTION SIXTHLY REFERRED
TO IN THE ABOVEMENTIONED PLAN: Restriction as to user

SCHEDULE OF LOTS AFFECTED

<u>Lots burdened</u>	<u>Lots benefited</u>
Each lot	Each lot

1. TERMS OF EASEMENT FOR SERVICES THIRDLY REFERRED TO IN THE
ABOVEMENTIONED PLAN - FULL AND FREE RIGHT FOR THE EASEMENT:

(a) for every person who is at any time entitled to an estate to an
estate or interest in possession in the land herein indicated as the
dominant tenement or any part thereof with which the right shall be
capable of enjoyment, and every person authorized by him, from time
to time and at all times to drain water (whether rain, storm, spring,
soakage or seepage water);



.....
GENERAL MANAGER



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

DP 832598

(Sheet 3 of 6 sheets)

- (b) for every person or authority who is at any time entitled to an estate or interest in possession in the land hereby indicated as to dominant tenement or any part thereof with which the right shall be capable of enjoyment, and every person authorised by him, from time to time and at all times by means of pipes to drain sewage and other waste material and fluid;

- (c) for the Tweed Council and its successors to use the land hereby indicated as the servient tenement for the purpose of supply of water

in any quantities across and through the land herein indicated as the servient tenement, together with the right to use for the respective purposes of such easements, any line of pipes already laid within the servient tenement for such purposes or any pipe or pipes in replacement or in substitution therefor and where no such line of pipes exists, to lay, place and maintain a line of pipes of sufficient internal diameter beneath or upon the surface of the servient tenement, and together with the right for the grantee and every person authorised by him, with any tools, implements, or machinery, necessary for the purpose, to enter upon the servient tenement and to remain there for any reasonable time for the purpose of laying, inspecting, cleaning, repairing, maintaining, or renewing such pipe line or any part thereof and for any of the aforesaid purposes to open the soil of the servient tenement to such extent as may be necessary provided that the grantee and the persons authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore that surface as nearly as practicable to its original condition.

- (d) All and free right and liberty for the Northern Rivers Electricity and its successors to use the servient tenement for the purpose of installing transformers and switchgear and transmitting and distributing power underground by electricity and to construct reconstruct and maintain in upon across and through the servient tenement pipes conduit wires and other necessary apparatus and appliances for the purpose of conducting transmitting and distributing electric power by underground transmission lines owned or operated by the Northern Rivers Electricity or its successors and for the purposes aforesaid to enter into upon the said servient tenement and upon any part thereof at all times with surveyors technicians and workmen materials implements and things and to remain there for any reasonable time for the purpose of laying maintaining repairing or renewing any underground transmission line or appliance and to cut away and keep clear of the said underground transmission lines and apparatus all shrubs trees roots and any other thing or things which might in any way endanger the proper operation of the



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

DP 832598

(Sheet 4 of 6 sheets)

said transmission line or any of the appliances placed within the servient tenement by the Northern Rivers Electricity or its successors and to inspect the servient tenement and remove any obstruction within the servient tenement to the exercise of the rights hereby granted such right and liberty to be exercisable by the Northern Rivers Electricity or its successors without incurring any obligation to restore damage done to the servient tenement or to any improvements thereon or to pay compensation to the registered proprietors.

2. TERMS OF RESTRICTION AS TO USER FIFTELY REFERRED TO IN THE ABOVEMENTIONED PLAN - RESTRICTIONS ON THE USE OF LAND:

No building shall be erected upon the land unless it is used solely for the purpose of a single unit dwelling.

3. TERMS OF RESTRICTION AS TO USER SIXTELY REFERRED TO IN THE ABOVEMENTIONED PLAN - RESTRICTIONS ON THE USE OF LAND:

- (a) No building shall be erected which has previously been erected elsewhere.

- (b) All buildings to be erected shall be constructed of new materials.

- (c) That not more than one building shall be erected or permitted to remain on any lot and the building shall not be used for any purpose other than a private dwelling and shall have an overall floor area, excluding any garage area or carport:

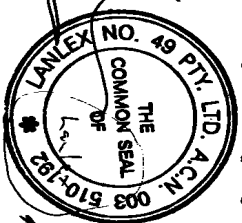
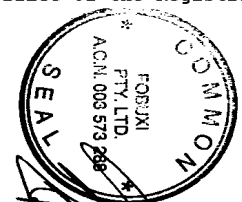
(1) Where it is a single unit dwelling of not less than 130 square metres.

(11) Where it is a building containing two or more dwelling units, each unit shall have an area of not less than 90 square metres.

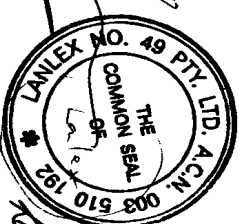
- (d) No privy shall be erected which is detached from the main building.

- (e) That no garage or outbuilding shall be erected or permitted to remain on any lot, except until after or currently with the erection of any main building.

- (f) That no roof of any building erected on any lot shall be of any material other than a blended colour tile or colour impregnated metal.



GENERAL MANAGER



GENERAL MANAGER

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

DP 832598

(Sheet 5 of 6 sheets)

(g) That no building shall be erected on any lot with external walls of materials other than brick, stone, concrete, glass, aluminium, timber or fibro or any other combination of the same, provided that fibro, aluminium or timber shall not be used in external walls, except as in-fill panels or gable in-fills in conjunction with all or any of the other materials hereinbefore mentioned and that the proportion of fibro, aluminium and or timber so used in relation to the total external wall area shall not exceed 30% thereof, provided that nothing in the clause contained shall preclude or prohibit a building having the inner framework of its external wall constructed of a timber or other material with an external brick-veneer face.

(h) The subject land shall be kept clean and tidy and of a neat appearance at all times and free of all accumulations of 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 cm, Robuxi Pty Limited & Lanlex No 49 Pty Limited may enter upon the subject lot, remove all accumulation of rubbish and waste materials and now the said lot and charge the proprietor thereof for doing same.

(i) For the benefit of any adjoining land owned by Robuxi Pty Limited & Lanlex No 49 Pty Limited, but only during the ownership thereof by Robuxi Pty Limited & Lanlex No. 49 Pty Limited, their successors and assigns, other than purchasers on sale, no fence shall be erected on any lot thereby burdened to divide such lot from the adjoining lot or lots without the consent of Robuxi Pty Limited & Lanlex No 49 Pty Limited, providing however that such consent shall not be withheld if such fence is erected without expense to Robuxi Pty Limited & Lanlex No 49 Pty Limited, their successors or assigns as aforesaid and in favour of any person or persons or corporation dealing with the registered proprietor or transferee of such land, such consent shall be deemed to have been given in respect of every fence for the time being erected.

(j) That no advertisement, hoarding, sign or similar structure or advertising sign or notice shall be erected or be permitted to be erected or to remain upon any lot or upon any building erected upon any lot other than a 'for sale' sign or a builder's sign, no larger than 1 metre by 75 cm.

(k) That at no time on any lot shall there be erected or caused to be erected or placed on the lot any temporary building, caravan or structure and no person shall be permitted to live in a portion of a house during the construction of same.



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

DP 832598

(Sheet 6 of 6 sheets)

(1) The registered proprietor of any lot shall not nor shall they permit any builder, contractor, employee, lessee, occupier or other agent of the proprietor to allow any commercial or other heavy transport vehicles to be parked on a regular basis or permanent basis on the land hereby burdened or on any other land owned by the proprietor or upon the public streets of the Banora Waters Estate other than in connection with the construction on the land hereby burdened of a residential dwelling.

4. NAME OF PERSON EMPOWERED TO RELEASE, VARY OR MODIFY RESTRICTIONS
FIFTIETH AND SIXTIETH REFERRED TO IN THE ABOVEMENTIONED PLAN:

Robuxi Pty Limited & Lanlex No 49 Pty Limited of 348 South Road, Moorabbin in the State of Victoria for such time as they remain the registered proprietors of any lot or lots in the Plan of Subdivision and thereafter by the person or persons in whom the legal estate in fee simple is for the time being vested in the land in the said Plan of Subdivision (other than streets or other public areas) having a common boundary with the land burdened provided that any such release variation or modification shall if approved be made and done in all respects at the cost and expense of the person requesting such release variation or modification.

GIVEN under the Common Seal of ROBUXI
PTY LIMITED by authority of the Board of
Directors by

a Director and
the

Secretary in the presence of:

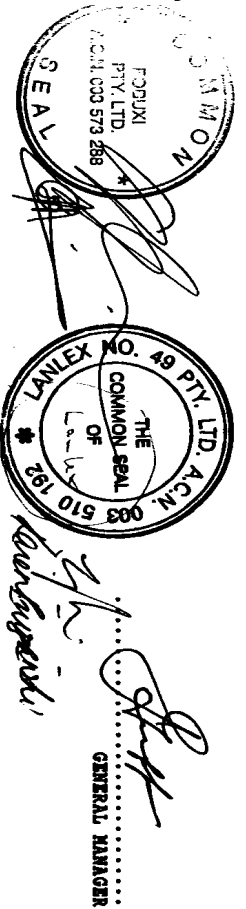
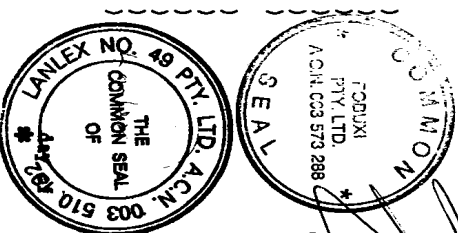
GIVEN under the Common Seal of LANLEX
NO 49 PTY LIMITED by authority of the
Board of Directors by a Director and
the

Secretary in the presence of:

Signed at Murwillumbah on the
for and on behalf of the Tweed Council.

Executed by Austrasia AND NEW ZEALAND
Gaming Group Limited by its Attorney
MICHAEL PETER NICO
pursuant to Power of Attorney Number 878
Book 1001

Austrasia AND NEW ZEALAND Gaming
Group Limited by its Attorney
Michael Peter Nico
in the lastly certified that he is a
Sole Proprietor Business Owner
of the time being



.....
GENERAL MANAGER