

SIGNING PAGE

VENDOR	PURCHASER
Signed by _____ Vendor _____ Vendor	Signed by _____ Purchaser _____ Purchaser
VENDOR (COMPANY)	PURCHASER (COMPANY)
Signed by Diana Ewing Investments Pty Ltd ACN 611 620 770 ATF Diana Ewing Super fund in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below: _____ Signature of authorised person _____ Signature of authorised person _____ Name of authorised person _____ Name of authorised person _____ Director _____ Office held _____ Director _____ Office held	Signed by _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below: _____ Signature of authorised person _____ Signature of authorised person _____ Name of authorised person _____ Name of authorised person _____ Office held _____ Office held

Choices

Vendor 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 exception, in the space below):

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

Land tax is adjustable ☐ NO ☐ yes
GST: Taxable supply ☐ NO ☐ yes in full ☐ yes to an extent
 Margin scheme will be used in making the taxable supply ☐ NO ☐ yes

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

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

Purchaser must make a **GSTRW payment** ☒ NO ☐ yes (if yes, vendor must provide details)
 (GST residential withholding payment)

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

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

Home Building Act 1989

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

Swimming Pools Act 1992

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

Strata or community title (clause 23 of the contract)

- ☐ 33 property certificate for strata common property
- ☐ 34 plan creating strata common property
- ☐ 35 strata by-laws
- ☐ 36 strata development contract
- ☐ 37 strata management statement
- ☐ 38 strata renewal proposal
- ☐ 39 strata renewal plan
- ☐ 40 leasehold strata - lease of lot and common property
- ☐ 41 property certificate for neighbourhood property
- ☐ 42 plan creating neighbourhood property
- ☐ 43 neighbourhood development contract
- ☐ 44 neighbourhood management statement
- ☐ 45 property certificate for precinct property
- ☐ 46 plan creating precinct property
- ☐ 47 precinct development contract
- ☐ 48 precinct management statement
- ☐ 49 property certificate for community property
- ☐ 50 plan creating community property
- ☐ 51 community development contract
- ☐ 52 community management statement
- ☐ 53 document disclosing a change of by-laws
- ☐ 54 document disclosing a change in a development contract or management statement
- ☐ 55 document disclosing a change in boundaries
- ☐ 56 information certificate (strata)
- ☐ 57 information certificate (association)
- ☐ 58 document relevant to an exclusive supply network
- ☐ 59 disclosure statement - off the plan contract
- ☐ 60 other document relevant to off the plan contract

Other

- ☐ 61

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

- 1** This is the statement required by the *Conveyancing Act 1919*, section 66X. This statement applies to a contract for the sale of residential property.
- 2** **EXCEPT** in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5pm on—
 - (a) for an off the plan contract—the tenth business day after the day on which the contract was made, or
 - (b) in any other case—the fifth business day after the day on which the contract was made.
- 3** There is **NO COOLING OFF PERIOD**—
 - (a) if, at or before the time the contract is made, the purchaser gives to the vendor, or the vendor's solicitor or agent, a certificate that complies with the Act, section 66W, or
 - (b) if the property is sold by public auction, or
 - (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
 - (d) if the contract is made in consequence of the exercise of an option, 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 to resolve the dispute 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:

Australian Taxation Office	Local Council
County Council	Local Land Services
Department of Education	NSW Fair Trading
Department of Planning, Housing and Infrastructure	NSW Public Works
Department of Primary Industries and Regional Development	Owner of adjoining land
Electricity, gas and telecommunications	Privacy
Homes NSW	Subsidence Advisory NSW
	Transport agencies
	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. If a payment is not made on time, interest and penalties may be incurred. More information is available from Revenue NSW.
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. 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 Australian Taxation Office.
13. From 1 July 2026, estate agents, solicitors, licensed conveyancers and other professions who provide a designated service will have regulatory obligations under the Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF) regime. These new obligations include customer due diligence and reporting to AUSTRAC. More details are available from AUSTRAC.

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>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – • 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> (15% as at 1 January 2025);
<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 – • 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 20 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 Sign*, *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 whatever is reasonably necessary 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), the *party* must adjust or pay on completion any GST added to or included in the expense, but –
- 13.3.1 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
- 13.3.2 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 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 contract or management 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 s174 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 whatever is reasonably necessary 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 whatever is reasonably necessary 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, but does not apply to an event to which clause 28 applies.
 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.

69 TUCKEROO AVE MULLUMBIMBY NSW 2480

Conditions of sale by auction

If the *property* is or is intended to be sold at auction:

Bidders Record means the Bidders Record to be kept pursuant to Clause 18 of the *Property, Stock and Business Agents Regulation 2003* and Section 68 of the *Property, Stock and Business Agents Act 2002*:

- (1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land:
 - (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
 - (b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
 - (c) The highest bidder is the purchaser, subject to any reserve price.
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
 - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
 - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
 - (g) A bid cannot be made or accepted after the fall of the hammer.
 - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
- (2) The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
 - (b) One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.
 - (c) When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.

Additional clauses
Diana Ewing Investments Pty Ltd SALE
Property: 1 Cockatoo Crescent (also known as 69 Tuckeroo Ave), Mullumbimby NSW
2482

1 Agent

The Purchaser warrants to the Vendor that the Purchaser was not introduced to the property by any agent other than the agent named on the first page of this Contract, nor was any other agent the effective cause of the sale of the property. In the event that the Purchaser is in breach of this warranty the Purchaser will indemnify the Vendor against any claim for commission by any such agent arising out of this sale. This condition will not merge on completion.

2 Notice to Complete

Settlement is to take place on or before the due date. If settlement has not been effected by the due date, then either party shall be at liberty to give to the other a Notice to Complete in writing specifying the period of fourteen (14) days for completion and making time of the essence. The party who issues the Notice to Complete shall be entitled to recover the sum of \$385.00 inclusive of GST from the defaulting party to cover the cost of issuing such Notice.

3 Interest

Provided that the Vendor is ready, willing and able to give title to the Purchaser, if this Contract is not completed for any reason (other than the Vendor's default) on or before the Completion date then in addition to any other right which the Vendor may have under this Contract or otherwise the Purchaser will on completion of this Contract pay to the Vendor interest on the balance of the purchase price at the rate of 8% per annum calculated on daily balances, commencing on the Completion date and continuing until completion of this Contract. This interest is a genuine pre-estimate of liquidated damages and will be deemed to be part of the balance of purchase money due and payable on completion.

4 Capacity

4.1 If the Vendor or Purchaser or any one or more of them shall:

- (a) die;
 - (b) become mentally incapacitated;
 - (c) be declared bankrupt or assign his/her estate for the benefit of his/her creditors; or
 - (d) being a company, have a Summons or application for its winding up presented or have a liquidator receiver or voluntary administrator appointed, or enter into any deed of company arrangement or scheme of arrangement with its creditors,
- prior to completion of this Contract, then either party may by notice in writing to the other party's Licensed Conveyancer or Solicitor rescind this Contract, whereupon the provisions of Clause 19 hereof shall apply.

4.2 The Purchaser warrants that the Purchaser has the legal capacity to enter into this Contract.

5 Entire Agreement

Notwithstanding the provisions of any other clause or Special Condition of this Contract, it is agreed that:

- (a) this agreement constitutes the whole of any promises, representations, warranties or undertakings and also the whole of the conditions of sale;
- (b) no promise, representation, warranty, undertaking or condition shall be deemed to be implied in this agreement or to arise between the parties by way of collateral or other agreement or by reason of any promise, representation, warranty or undertaking given or made by any party to the other on or prior to the making of this agreement; and

(c) the Purchaser has not been induced to enter into this Contract by any statement, representation or promise made or given by or on behalf of the Vendor, and the Purchaser agrees that no objection, requisition or claim for compensation in relation to any of the foregoing matters will be made.

6 Compliance, Condition of property, Representations etc

6.1 The Purchaser:

- (a) acknowledges that he/she is purchasing the property in its present condition and state of repair and subject to availability, non-availability or existing water, sewerage, drainage, plumbing services and drainage connections and all utility services and connections in respect of the property; and
- (b) warrants that he/she has made and relies on his/her own enquiries, inspection of the property and investigations; and

and the Purchaser cannot seek to rescind or terminate or make any objection, requisition or claim for compensation arising out of or in relation to this Special Condition 6.

6.2 This Special Condition shall not merge on completion or be extinguished by completion of this Contract and shall continue in full force and effect, notwithstanding completion.

7 Claims by Purchaser

Clause 7.1.1 is amended by deleting the words contained therein and inserting the following:

7.1.1 the total amount claimed exceeds 1% of the price.

Notwithstanding the provisions of clauses 6 and 7 the parties expressly agree that any claim for compensation and/or any objection by the Purchaser may be deemed to be a requisition for the purposes of clause 8 entitling the Vendor to rescind this Contract.

8 Alterations

Each party authorises its licensed conveyancer or solicitor to make alterations to the Contract for Sale up until the date of the Contract and any such alterations will be binding on the party deemed to have authorised same and such alteration or annexure so added will form part of this Contract as if it was annexed prior to the Contract being executed.

9 Adjustment of Outgoings

Each party agrees that if on completion any apportionment of outgoings required to be made under this Contract is overlooked or incorrectly calculated, they will forthwith upon being so required by the other party make the correct calculation and pay such amount to the other party as is shown by such calculation to be payable. This clause will not merge on completion.

10 Electronic Transaction

- 10.1 This Contract may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were on the same instrument.
- 10.2 Execution by either or both of the parties to the Contract of an email copy of this Contract and transmission by email of a copy of the Contract executed by that party to the other party or the other party's licenced conveyancer or solicitor shall constitute a valid and binding execution of this Contract by such party or parties.
- 10.3 For the purposes of the *Electronic Transactions Act 1999* (Cth) and *Electronic Transactions Act 2000* (NSW) each of the parties consents to receiving and sending the Contract electronically.
- 10.4 The provisions of this Contract continue to apply as modified by the electronic settlement procedures unless for any reason a party notifies the other in writing that settlement can no longer be conducted electronically at which time the matter will proceed as a paper settlement. In this event any disbursements incurred will be shared equally by the parties and adjusted at settlement, but each party shall pay their own costs.
- 10.5 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.

- 10.6 If time is of the essence of the transaction and settlement fails to proceed due to a system failure then neither party will be in default. If electronic settlement cannot be re-established on the next working day the parties must settle in the usual non-electronic manner as soon as possible but no later than three (3) working days after the initial electronic failure, unless otherwise agreed.

11 Requisitions on Title

For the purposes of clause 5, the Purchaser acknowledges and agrees that the only requisitions that the Purchaser may raise are the requisitions on title attached.

12 Trustee warranty

- (a) If the Purchaser is a trustee then the Purchaser declares that:
- (i) it is the sole trustee; and
 - (ii) it is not in breach of its obligations under the trust; and
 - (iii) it is or has a right to be the legal owner of the property to be sold pursuant to this Contract; and
 - (iv) it has the power and the authority to enter into this Contract.
- (b) If the Purchaser is a trustee then the Purchaser is liable under this Contract both personally and as trustee.
- (c) The Purchaser must ensure that up until completion:
- (i) the Purchaser remains the sole trustee of the trust; and
 - (ii) the trust is not vested; and
 - (iii) the trustee's right of indemnity against the trust property is not reduced; and
 - (iv) the trust documents are not varied; and
 - (v) there is no delegation of trust power; and
 - (vi) any power of appointment is not exercised.

13 Guarantee

- 13.1 This clause applies if the Purchaser is a corporation but does not apply to a corporation listed on an Australian Stock Exchange. This clause is an essential term of this Contract.

- 13.2 The word Guarantor means:

_____ and

(being two of the directors of the Purchaser or, if the Purchaser is a sole director/secretary corporation, the sole director/secretary).

- 13.3 If the Guarantor has not signed this clause, the Vendor may terminate this Contract by serving a notice, but only within 14 days after the Contract date.
- 13.4 In consideration of the Vendor entering into this Contract at the Guarantor's request, the Guarantor guarantees to the Vendor:
- (a) payment of all money payable by the Purchaser under this contract; and
 - (b) the performance of all of the Purchaser's other obligations under this Contract.

13.5 The Guarantor:

- (a) indemnifies the Vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the Vendor in connection with or arising from any breach or default by the Purchaser of its obligations under this contract; and
- (b) must pay on demand any money due to the Vendor under this indemnity.

13.6 The Guarantor is jointly and separately liable with the Purchaser to the Vendor for:

- (a) the performance by the Purchaser of its obligations under this Contract; and
- (b) any damage incurred by the Vendor as a result of the Purchaser's failure to perform its obligations under this Contract or the termination of this Contract by the Vendor.

13.7 The Guarantor must pay to the Vendor on written demand by the Vendor all expenses incurred by the Vendor in respect of the Vendor's exercise or attempted exercise of any right under this clause.

13.8 If the Vendor assigns or transfers the benefit of this Contract, the transferee receives the benefit of the Guarantor's obligations under this clause.

13.9 The Guarantor's obligations under this clause are not released, discharged or otherwise affected by:

- (a) the granting of any time, waiver, covenant not to sue or other indulgence;
- (b) the release or discharge of any person;
- (c) an arrangement, composition or compromise entered into by the Vendor, the Purchaser, the Guarantor or any other person;
- (d) any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the Vendor by this Contract, a statute, a Court or otherwise;
- (e) payment to the Vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
- (f) the winding up of the Purchaser.

13.10 This clause binds the Guarantor and the executors, administrators and assigns of the Guarantor.

13.11 This clause operates as a Deed between the Vendor and the Guarantor.

EXECUTED as a Deed.

SIGNED SEALED & DELIVERED by

in the presence of:

Signature of Witness

Signature

Name of Witness

SIGNED SEALED & DELIVERED by

in the presence of:

Signature of Witness

Signature

Name of Witness



REQUISITIONS ON TITLE

VENDOR: Diana Ewing Investments Pty Ltd ACN 611 620 770 ATF Diana Ewing Superfund
PROPERTY: 1 Cockatoo Crescent (also known as 69 Tuckeroo Ave), Mullumbimby NSW 2482

All properties:

1. Are there any restrictions on the right of the registered proprietor to convey to the purchaser the property and inclusions free of encumbrances and with vacant possession?
2. Are there any encroachments by or upon the property?
3. Has the construction and use of the improvements erected on the property been approved by the relevant responsible authorities and do the improvements comply with the requirements of those authorities?
4. Is the Vendor aware of anything that affects the use of the property that is not immediately apparent to the Purchaser on normal inspection?
5. Are there any advice, proposals, enquiries, notices, claims or disputes that might affect the property?
6. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?



Title Search

Information
Provided
Through
Triconvey
(Reseller)
Ph. 1300 064
452

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 59/1202269

SEARCH DATE	TIME	EDITION NO	DATE
20/4/2026	9:32 AM	3	27/5/2016

LAND

LOT 59 IN DEPOSITED PLAN 1202269
AT MULLUMBIMBY
LOCAL GOVERNMENT AREA BYRON
PARISH OF MULLUMBIMBY COUNTY OF ROUS
TITLE DIAGRAM DP1202269

FIRST SCHEDULE

DIANA EWING INVESTMENTS PTY LTD (T AK465676)

SECOND SCHEDULE (9 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 DP1169053 EASEMENT FOR SERVICES VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 3 DP1190345 EASEMENT TO DRAIN WATER 7 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 DP1190345 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (14) IN THE S.88B INSTRUMENT
- 5 DP1202269 EASEMENT FOR SEWER GRAVITY MAIN 4 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 DP1202269 EASEMENT TO DRAIN WATER 4 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 7 DP1202269 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (4) IN THE S.88B INSTRUMENT
- 8 DP1202269 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (5) IN THE S.88B INSTRUMENT
- 9 DP1202269 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (6) IN THE S.88B INSTRUMENT

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PLAN FORM 2

WARNING - CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 1 of 2 sheets

SHORT BOUNDARIES

SHORT LINES

N°	BEARING	DIST	TAKEN FROM
1	8°20'10"	21.11	(D.P. 608876)
2	98°20'10"	57.235	(D.P. 608876)
3	238°57'05"	71	(D.P. 608876)
4	135°17'30"	96.485	(D.P. 608876)
5	58°57'05"	20.135	(D.P. 608876)
6	95°10'20"	53.87	(D.P. 785041)
7	185°10'20"	70	(D.P. 785041)
8	95°10'20"	65.335	(D.P. 785041)
9	99°12'05"	35.47	(D.P. 11690345)
10	67°59'30"	38.87	(D.P. 11690345)
11	147°41'30"	48.8	(D.P. 11690345)
12	65°17'10"	25.105	(D.P. 11690345)
13	59°27'45"	27.43	(D.P. 11690345)
14	34°30'40"	19.75	(D.P. 11690345)
15	34°29'10"	19.36	(D.P. 11690345)
16	125°02'55"	33.95	(D.P. 11690345)
17	123°16'50"	18.215	(D.P. 11690345)
18	123°58'30"	18.505	(D.P. 11690345)
19	125°30'40"	5.085	(D.P. 11690345)
20	305°02'50"	7.02	(D.P. 11690345)

- (P) EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION 4.5 WIDE BY D.P. 11690345.
(R) RIGHT OF CARRIAGEWAY 18 WIDE BY D.P. 11690345.
(R) RIGHT OF ACCESS 5 WIDE BY D.P. 11690345.
(R) RESTRICTION ON USE 10 WIDE (ASSET PROTECTION ZONE) BY D.P. 11690345.
(X) RESTRICTION ON THE USE OF LAND (DP11690345 NO 14)

PM CONNECTIONS TO CORNERS

- PM75851 - CORNER "A" 300°32'20" 358.795
PM80013 - CORNER "B" 315°09'20" 48.495
PM80013 - CORNER "C" 305°33'45" 270.535
SM123592 - CORNER "D" 269°03' 261.00
SM167373 - CORNER "E" 326°07'25" 184.45

SURVEYING & SPATIAL INFORMATION REGULATION 2012

CLAUSE 35(1)(b) & CLAUSE 6(12)

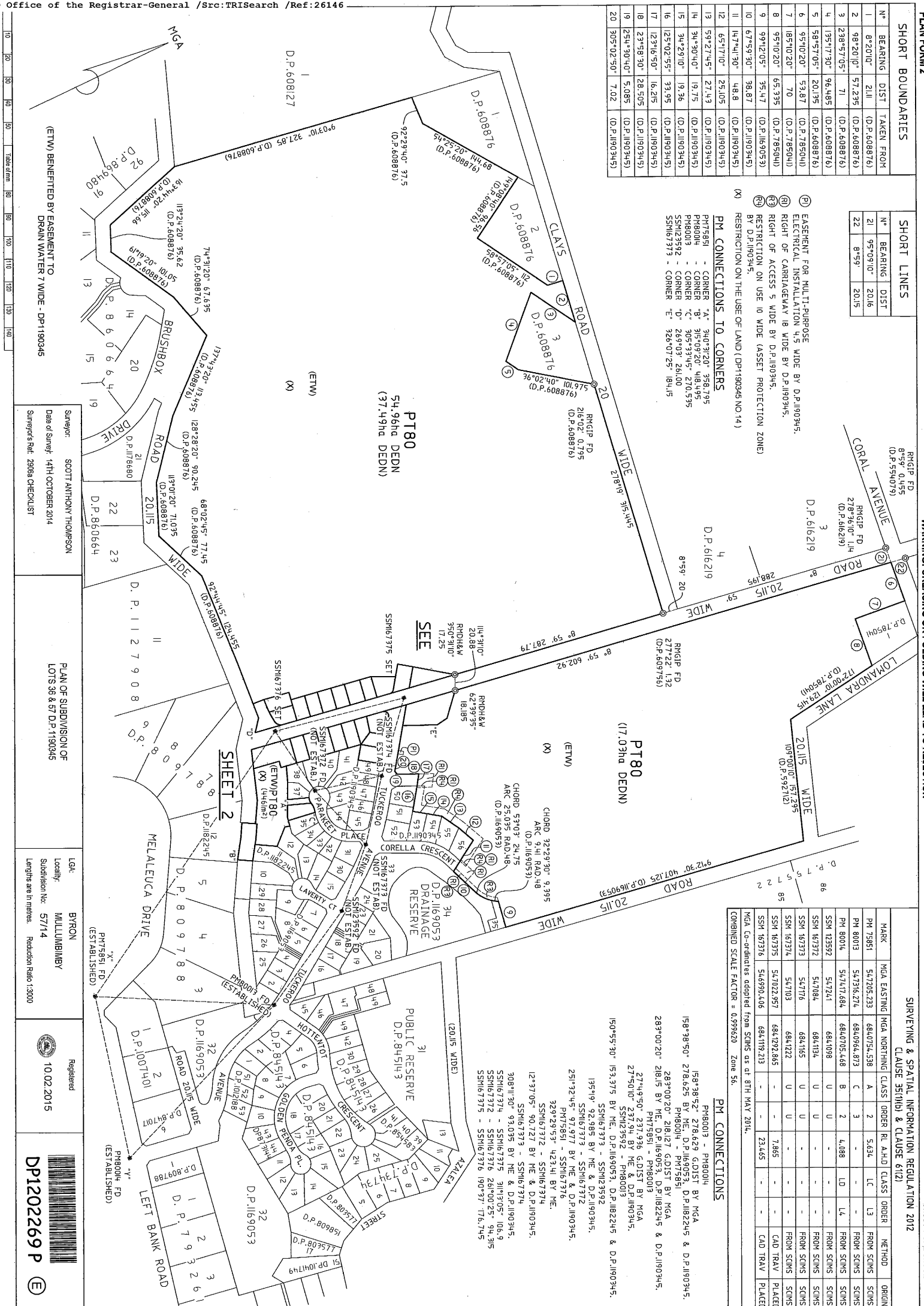
MARK	MGA EASTING	MGA NORTHING	CLASS	ORDER	RL	AHD	CLASS	ORDER	METHOD	ORIGIN
PM 75851	547205.233	6840754.538	A	2	5.634	-	LD	U3	-	FROM SCMS
PM 80013	547316.274	6840954.873	C	3	-	-	-	-	-	FROM SCMS
PM 80014	547147.484	6840705.468	B	2	4.088	LD	LD	U4	-	FROM SCMS
SSM 123592	547241	6840708	U	U	-	-	-	-	-	FROM SCMS
SSM 167372	547084	6841134	U	U	-	-	-	-	-	FROM SCMS
SSM 167373	547176	6841165	U	U	-	-	-	-	-	FROM SCMS
SSM 167374	547013	6841222	U	U	-	-	-	-	-	FROM SCMS
SSM 167375	547022.957	6841232.685	-	-	7.865	-	-	-	-	FROM SCMS
SSM 167376	546930.406	6841193.313	-	-	23.465	-	-	-	-	FROM SCMS

MGA Co-ordinates adopted from SCMS as at 8TH MAY 2014.

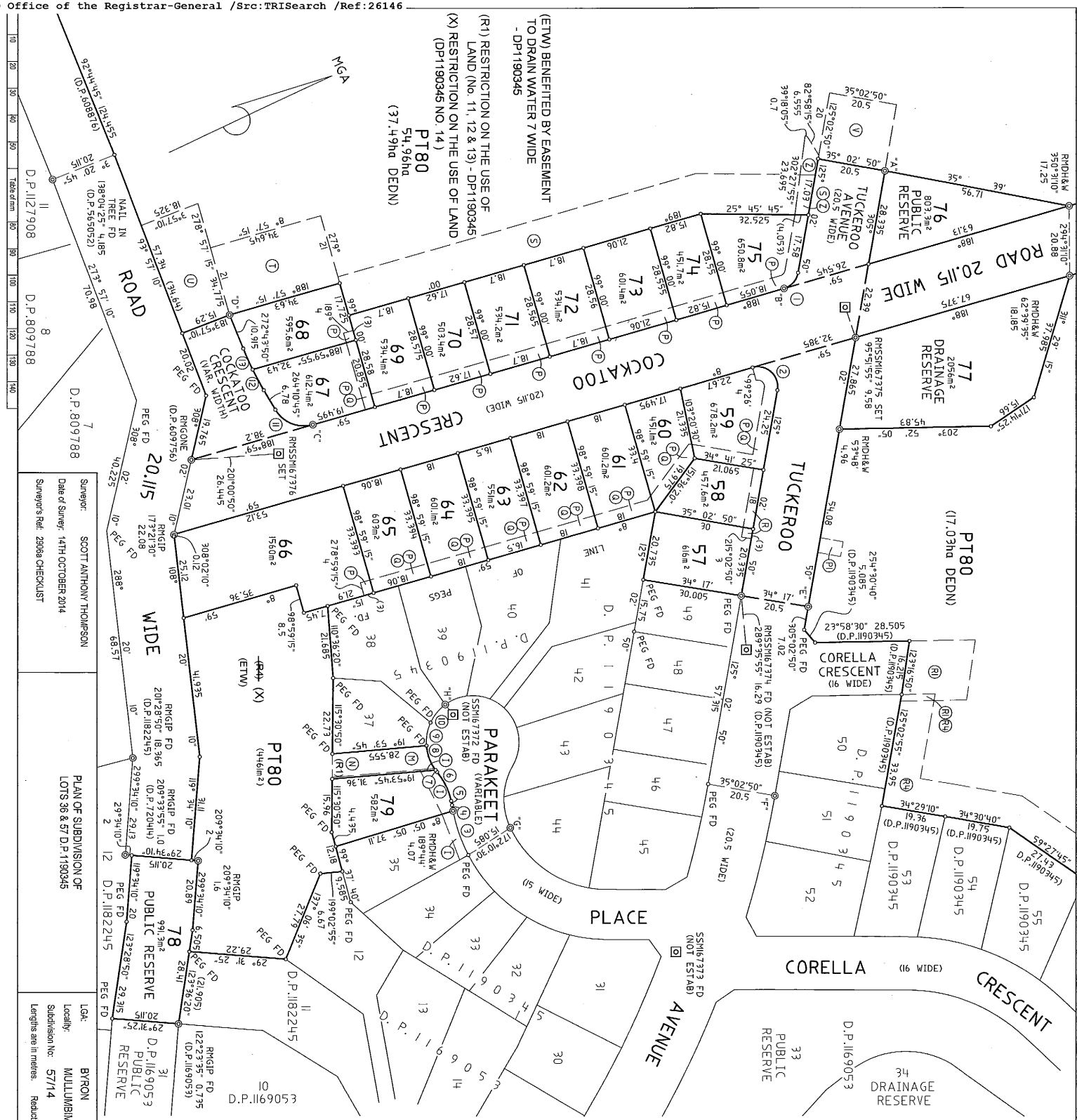
COMBINED SCALE FACTOR = 0.999620 Zone 56.

PM CONNECTIONS

- PM80013 - PM80013 BY MGA
158°38'50" 278.625 - PM80013 - PM80013 BY MGA
283°00'20" 281.27 G.DIST BY MGA
283°00'20" 281.25 BY ME D.P. 11690345, D.P. 11690345, D.P. 11690345.
27°48'50" 237.936 G.DIST BY MGA
27°50'10" 237.94 BY ME & D.P. 11690345.
150°55'30" 153.375 BY ME D.P. 11690345, D.P. 11690345 & D.P. 11690345.
135°19' 92.985 BY ME & D.P. 11690345.
251°32'45" 97.077 BY ME & D.P. 11690345.
329°29'53" 423.41 BY ME.
12°37'05" 90.727 BY ME & D.P. 11690345.
308°11'30" 93.035 BY ME & D.P. 11690345.
SSM167372 - SSM167372 - SSM167372
SSM167372 - SSM167372 311°30'5" 106.9
SSM167372 - SSM167372 261°00'25" 94.315
SSM167373 - SSM167373 190°37' 176.745



DESIGNATION & NOTATION (X) ADDED WIDE 2016-150 16.2.2016



- (1) EASEMENT FOR SEWER GRAVITY MAIN VARIABLE WIDTH BY D.P.1190345.
- (2) EASEMENT TO DRAIN WATER 7 WIDE BY D.P.1190345.
- (3) EASEMENT FOR SEWER GRAVITY MAIN 7 WIDE BY D.P.1190345.
- (4) EASEMENT FOR SEWER GRAVITY MAIN 4 WIDE.
- (5) EASEMENT TO DRAIN WATER 4 WIDE.
- (6) EASEMENT FOR SEWER GRAVITY MAIN 3 WIDE.
- (7) RESTRICTION ON USE 12 WIDE (ASSET PROTECTION ZONE).
- (8) RESTRICTION ON USE 21 WIDE (ASSET PROTECTION ZONE).
- (9) RIGHT OF CARRIAGEWAY VARIABLE WIDTH.
- (10) RIGHT OF CARRIAGEWAY 20.5 WIDE.
- (11) EASEMENT FOR MULTIPURPOSE WIDE BY D.P.1190345.
- (12) RIGHT OF CARRIAGEWAY 18 WIDE BY D.P.1190345.
- (13) RESTRICTION ON USE 10 WIDE (ASSET PROTECTION ZONE) BY D.P.1190345.
- (14) EASEMENT FOR SEWER GRAVITY MAIN VARIABLE WIDTH.

CURVED BOUNDARIES			
N°	BEARING	DIST	ARC RAD.
1	156°53'30"	6.34	6.68
2	67°11'25"	10.15	12.095
3	95°40'45"	14	14.05
4	105°11'55"	1.735	1.735
5	103°41'40"	1.29	1.295
6	80°38'55"	9.665	9.765
7	76°49'30"	0.75	0.75
8	94°29'40"	7.78	7.885
9	125°10'50"	7.035	7.115
10	154°13'10"	7.005	7.08
11	126°37'25"	12.195	13.11
12	266°20'	7.03	7.03
13	127°36'35"	6.925	6.925

PM CONNECTIONS

SSM167373 - SSM167374 308°41'30" 93.035 BY ME & D.P.1190345.
SSM167374 - SSM167375 311°30'5" 106.9
SSM167375 - SSM167376 190°37' 176.745
SSM167376 - SSM167377 81°00'25" 94.315
SSM167377 - SSM167378 71°32'45" 97.977 BY ME & D.P.1190345.

SCHEDULE OF REFERENCE MARKS		
No.	BEARING	DIST.
A	320°02'	18.345
B	348°17'30"	23.86
C	308°39'40"	18.755
D	340°48'50"	12.245
E	234°36'35"	7.98
F	259°33'25"	14.96
G	59°56'20"	5.305
H	310°55'	10.695
I	11°21'25"	18.24
J	7°15'25"	18.24
K	7°15'25"	18.24
L	7°15'25"	18.24
M	7°15'25"	18.24
N	7°15'25"	18.24
O	7°15'25"	18.24
P	7°15'25"	18.24
Q	7°15'25"	18.24
R	7°15'25"	18.24
S	7°15'25"	18.24
T	7°15'25"	18.24
U	7°15'25"	18.24
V	7°15'25"	18.24
W	7°15'25"	18.24
X	7°15'25"	18.24
Y	7°15'25"	18.24
Z	7°15'25"	18.24

NOTE: NO OCCUPATIONS

Registered

10.02.2015

DP1202269

PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

Office Use Only

Registered:  10.02.2015

Title System: TORRENS

Purpose: SUBDIVISION



Only

DP1202269 S

PLAN OF SUBDIVISION
OF LOTS 36 & 57 D.P.1190345

LGA: BYRON

Locality: MULLUMBIMBY

Parish: MULLUMBIMBY

County: ROUS

Crown Lands NSW/Western Lands Office Approval

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

Signature:

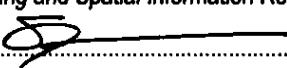
Date:

File Number:

Office:

Survey Certificate

SCOTT ANTHONY THOMPSON

I,
of CANTYS SURVEYORS P.O.BOX 509 MULLUMBIMBY 2482
a surveyor registered under the Surveying and Spatial Information Act,
2002, certify that:~~*(a) The land shown in the plan was surveyed in accordance with the
Surveying and Spatial Information Regulation 2012, is accurate
and the survey was completed on~~~~*(b) The part of the land shown in the plan (*being/*excluding^a.....
LOTS 57-79 & PART LOT 80.....)
was surveyed in accordance with the Surveying and Spatial
Information Regulation 2012, is accurate and the survey was
completed on, 14/10/2014... the part not surveyed was compiled
in accordance with that Regulation.~~~~*(c) The land shown in this plan was compiled in accordance with the
Surveying and Spatial Information Regulation 2012.~~Signature:  Dated: 14/10/2014...

Surveyor ID: 2096

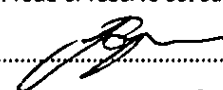
Datum Line: "X"-"Y" (MGA)

Type: *Urban/*Rural-

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

^aStrike through if inapplicable.^aSpecify the land actually surveyed or specify any land shown in the plan that
is not the subject of the survey.

Subdivision Certificate

I, JEFFREY ALAN BEGOVIC*Authorised Person/*General Manager/*Accredited Officer, certify that
the provisions of s.109J of the Environmental Planning and
Assessment Act 1979 have been satisfied in relation to the proposed
subdivision, new road or reserve set out here in.Signature: 

Accreditation number:

Consent Authority: BYRON SHIRE COUNCILDate of endorsement: 24.12.2014Subdivision Certificate number: 57/14File number: 15.2013.549.2^aStrike through if inapplicableStatements of intention to dedicate public roads, public reserves and
drainage reserves.IT IS INTENDED TO DEDICATE THE EXTENSION
OF TUCKEROO AVENUE AND THE PART OF
COCKATOO CRESCENT BEING VARIABLE WIDTH
TO THE PUBLIC AS PUBLIC ROAD.IT IS INTENDED TO CREATE LOT 77 AS A
DRAINAGE RESERVE AND TO CREATE
LOTS 76 & 78 AS PUBLIC RESERVES.

Plans used in preparation of survey / compilation-

D.P.785041, D.P.720414, D.P.1041749, D.P.809788
D.P.845143, D.P.1076342, D.P.882877, D.P.873144
D.P.1127908, D.P.608876, D.P.608127, D.P.860664
D.P.565052, D.P.1169053, D.P.1182245, D.P.1178680
D.P.592712, D.P.1190345

If space is insufficient continue on PLAN FORM 6A

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

Surveyor's Reference: 2906a CHECKLIST

PLAN FORM DP(2012)

Warning: Creating or loading will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Office Use Only

se Only

Registered:  10.02.2015

DP1202269

PLAN OF SUBDIVISION
OF LOTS 36 & 57 D.P.1190345

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

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

Subdivision Certificate number: 57/14

Date of Endorsement: 28.12.2014

STREET ADDRESSES OF ALL LOTS ARE NOT AVAILABLE.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919-1964,
IT IS INTENDED TO CREATE:

- 1/ EASEMENT FOR SEWER GRAVITY MAIN 3 WIDE.
- 2/ EASEMENT FOR SEWER GRAVITY MAIN 4 WIDE.
- 3/ EASEMENT TO DRAIN WATER 4 WIDE.
- 4/ RESTRICTION ON USE.
- 5/ RESTRICTION ON USE.
- 6/ RESTRICTION ON USE.
- 7/ RESTRICTION ON USE 21 WIDE (ASSET PROTECTION ZONE).
- 8/ RESTRICTION ON USE 12 WIDE (ASSET PROTECTION ZONE).
- 9/ RIGHT OF CARRIAGEWAY VARIABLE WIDTH.
- 10/ RIGHT OF CARRIAGEWAY 20.5 WIDE.
- 11/ EASEMENT FOR SEWER GRAVITY MAIN VARIABLE WIDTH.

TO RELEASE:

- 1/ RIGHT OF CARRIAGEWAY 20.5 WIDE CREATED BY D.P.1190345 SIXTEENTHLY REFERRED TO IN D.P.1190345.
- 2/ EASEMENT TO DRAIN WATER 20.5 WIDE CREATED BY D.P.1190345 NINETEENTHLY REFERRED TO IN D.P.1190345.

EXECUTED BY GAINSPRAY PTY LTD
ACN 128-360-403 IN ACCORDANCE
WITH SECTION 127 OF THE CORPORATIONS
ACT 2001

DIRECTOR: SARAH LOUISE
FREEMANDIRECTOR
ERIC PEDLEY FREEMAN

If space is insufficient use additional annexure sheet.

Surveyor's Reference: 2906a CHECKLIST

PLAN FORKIN OR

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

PLAN OF SUBDIVISION
OF LOTS 36 & 57 D.P.1190345

Office Use Only

DP1202269

Registered: 10.02.2015

Office Use Only

Subdivision Certificate No.: 57/14

Date of Endorsement: 24 . 12 . 2014

EXECUTED by COMMONWEALTH BANK
OF AUSTRALIA TRADING AS BANKWEST
ABN: 48 123 123 124 by it's duly
constituted attorney under power
of attorney no. 714827339

By its attorney:

Dated 7th August 2012 who at the date
hereof had no notice of revocation of such
power of attorney in the presence of:

Signature

DANIEL BEVERIDGE

Name

RELATIONSHIP MANAGER

Title

An Officer of the Bank

Witness name



EXECUTED BY CHINCOGAN DEVELOPMENT PTY LTD
ACN 130 256722 AS MORTGAGEE IN
ACCORDANCE WITH SECTION 127 OF THE
CORPORATIONS ACT 2001

PETER MUGGRAVE DEAN
DIRECTOR/SECRETARY
John Christopher Bennett
DIRECTOR

EXECUTED BY ERIC PEDLEY FREEMAN
AND SARAH LOUISE FREEMAN AS
MORTGAGEE UNDER DEALING NUMBER
AH 315564

SARAH LOUISE
FREEMAN
Eric Pedley Freeman

If space is insufficient use additional annexure sheet.

Surveyor's Reference: 2906a CHECKLIST

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



DP1202269 B

Sheet 1 of 8 Sheets

Subdivision of Lots 36 & 57 in Deposited Plan
1190345 covered by Council Clerk's Certificate No. 57/A
dated 24.12.2014

Full name and address of
Proprietor of Land:

GAINSPLAY PTY LTD ACN 128 360 403
of 202 Balraith Lane, Ewingsdale NSW 2481

PART 1

- | | | |
|----|---|---|
| 1. | Identity of Easement Firstly referred
to in the abovementioned Plan. | Easement for sewer gravity main
3 wide |
|----|---|---|

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED

Lots 57 and 58

LOT OR AUTHORITY BENEFITED

Council of the Shire of Byron

- | | | |
|----|---|---|
| 2. | Identity of Easement Secondly
referred to in the abovementioned
Plan. | Easement for sewer gravity main
4 wide |
|----|---|---|

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED

Lots 59 – 75 inclusive

LOT OR AUTHORITY BENEFITED

Council of the Shire of Byron

- | | | |
|----|--|-----------------------------------|
| 3. | Identity of Easement Thirdly referred
to in the abovementioned Plan | Easement to Drain Water
4 wide |
|----|--|-----------------------------------|

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED

Lot 59
Lot 60
Lot 61
Lot 62
Lot 63
Lot 64
Lot 65
Lot 67

LOT OR AUTHORITY BENEFITED

Lots 60 – 66 inclusive
Lots 61 – 66 inclusive
Lots 62 – 66 inclusive
Lots 63 – 66 inclusive
Lots 64 – 66 inclusive
Lots 65 and 66
Lot 66
Lot 68

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE TO BE
CRE AND 88E OF THE CONVEYANCING ACT 1919

DP1202269

Len

Subdivision of Lots 36 & 57 in Deposited Plan
1190345 covered by Council Clerk's Certificate No. 57/A
dated 24.12.2014

4. Identity of Restriction Fourthly
referred to in the abovementioned
Plan

Restriction on Use

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED

Lots 57-75 inclusive

LOT OR AUTHORITY BENEFITED

Council of the Shire of Byron

5. Identity of Restriction Fifthly referred
to in the abovementioned Plan

Restriction on Use

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED

Lots 57 - 75 inclusive

LOT OR AUTHORITY BENEFITED

Council of the Shire of Byron

6. Identity of Restriction Sixthly referred
to in the abovementioned Plan

Restriction on Use

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED

Lots 57 - 75 inclusive

LOT OR AUTHORITY BENEFITED

Lot 80

7. Identity of Easement Seventhly
referred to in the abovementioned
Plan.

Restriction on Use 21 wide
(Asset Protection Zone)

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED

Lot 80

LOT OR AUTHORITY BENEFITED

Council of the Shire of Byron

8. Identity of Restriction Eighthly
referred to in the abovementioned
Plan

Restriction on Use 12 wide
(Asset Protection Zone)

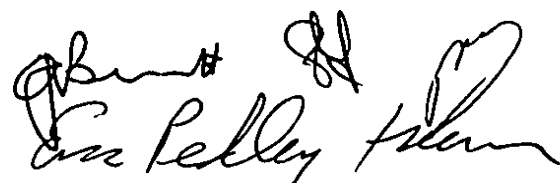
SCHEDULE OF LOTS AFFECTED

LOTS BURDENED

Lot 80

LOT OR AUTHORITY BENEFITED

Council of the Shire of Byron



INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE TO BE
CR/ AND 88E OF THE CONVEYANCING ACT 1919

Ler **DP1202269** Subdivision of Lots 36 & 57 in Deposited Plan
1190345 covered by Council Clerk's Certificate No. **57/A**
dated 24.12.2014

9. Identity of Easement Ninthly referred to in the abovementioned Plan Right of Carriageway
Variable width

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED
Lot 80

LOT OR AUTHORITY BENEFITED
Council of the Shire of Byron

10. Identity of Easement Tenthly referred to in the abovementioned Plan Right of Carriageway
20.5 wide

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED
Lot 80

LOT OR AUTHORITY BENEFITED
Council of the Shire of Byron

11. Identity of Easement Eleventhly referred to in abovementioned Plan Easement for sewer gravity main
Variable width

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED
Lot 80

LOT OR AUTHORITY BENEFITED
Council of the Shire of Byron

PART 1A

1. Identity of Easement to be Released from DP 1190345 Right of Carriageway 20.5 wide
created by DP 1190345 and Sixteenthly referred to in DP 1190345

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED
Lot 57 in DP 1190345

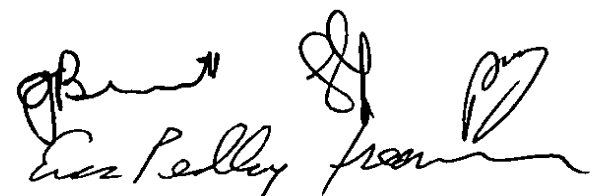
LOT OR AUTHORITY BENEFITED
Council of the Shire of Byron

2. Identity of Easement to be Released from DP 1190345 Easement to Drain Water 20.5 wide
created by DP 1190345 and Nineteenthly referred to in DP 1190345

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED
Lot 57 in DP 1190345

LOT OR AUTHORITY BENEFITED
Council of the Shire of Byron



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

Lengths are in metres

DP1202269

Subdivision of Lots 36 & 57 in Deposited Plan
1190345 covered by Council Clerk's Certificate No. 57/A
dated 24.12.2014

PART 2

**1. Terms of Easement for sewer gravity main 3 wide Firstly referred to and the
Easement for sewer gravity main 4 wide Secondly referred to and the
Easement for sewer gravity main variable width eleventhly referred to in
the Plan:**

- (a) Full and free right and liberty to the Council, its servants, agents or contractors together with implements and machinery to enter upon the land to lay, maintain, alter, enlarge or duplicate pipes, manholes, junctions and sidelines.
- (b) The Council shall be responsible for the cost of any work in connection with the construction, maintenance, alteration, enlargement or duplication of any pipes manholes junctions or sidelines. Such responsibility shall not extend to any damage caused to the pipeline and / or structures as a direct consequence of the actions of the landowner or his/her agents. Such damages shall be repaired at the owner's expense.
- (c) The registered proprietor of the land or his/her agent shall not plant any trees or shrubs within the area noted as an easement for sewer main.
- (d) The registered proprietor shall not erect, construct or place upon the land burdened any building, outbuilding, garden shed or other structure whatsoever. The Director, Water and Recycling Management Services may approve construction of outbuildings of light construction erected on a removable concrete or clay paving slabs which could be removed for maintenance or replacement of the pipeline.
- (e) Council will take all reasonable precautions to ensure as little disturbance as possible occur to the land burdened and will restore that surface as near as practicable to its original condition. This shall extend to any disturbance caused to land adjoining the easement.
- (f) If a term or condition of this instrument is or becomes invalid or unenforceable, the remaining terms and conditions shall be valid to the fullest extent permitted by law.

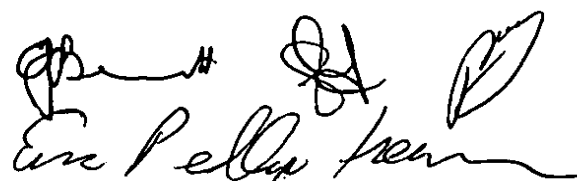
2. Terms of Restriction on Use Fourthly referred to in the Plan:

Any dwelling constructed upon the lot burdened must not:

- (a) be designed and constructed other than in accordance with the current Australian Standard AS 2870 Residential Slabs and Footings applicable to the geotechnical conditions of the Lot; and
- (b) have the floor of any habitable building at a level below the Flood Planning Level, which is currently RL 7.75 AHD.

3. Terms of Restriction on Use of Land Fifthly referred to in the Plan:

The Owner of the Lot Burdened may not keep any dog or dogs on the Lot Burdened unless suitable fencing is erected to contain the dog or dogs wholly within the Lot Burdened.



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

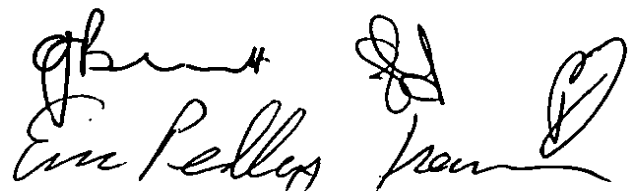
Lengths are in metres

DP1202269

Subdivision of Lots 36 & 57 in Deposited Plan
1190345 covered by Council Clerk's Certificate No. 57/A
dated 24.12.2014

4. Terms of Restriction on Use Sixthly referred to in the Plan:

- (a) No structure of a temporary character including, but not limited to, any tent, metal garden shed, trailer, camper, caravan, motorhome or any other form of outbuilding (**Temporary Structure**) shall be placed, used or permitted to remain as a dwelling on the Lot burdened. This restriction does not prohibit the use of a Temporary Structure for use during daylight hours in connection with the construction of a dwelling, PROVIDED THAT any such structure must be removed within 14 days of receipt of a final Certificate of Occupation issued by the Council.
- (b) No residential building may be occupied prior to the date a Certificate of Occupation has been issued by the Council in relation to any building on the Lot burdened.
- (c) No house of any age in excess of one year may be partly or wholly moved to, placed upon, re-erected upon, reconstructed on or permitted to remain on the Lot burdened.
- (d) No main building may be erected or permitted to remain on the Lot burdened, having a roof of fibro-cement or fibre-glass sheeting, whether flat or corrugated.
- (e) No building may be erected or permitted to remain on the Lot burdened having a roof or walls of galvanized corrugated iron sheeting material. However, this clause does not preclude the use of pre-finished colour-bonded, non-reflective, corrugated metal material.
- (f) The registered proprietor of the lot burdened shall not, nor shall they permit any builder, contractor, employee, lessee, occupier or other agent of the proprietor, to allow any heavy transport vehicle or commercial vehicle of more than two (2) tonnes in weight unloaded to be parked on the land burdened or upon the public streets located within the Tallowood Ridge estate other than during daylight hours and only in connection with the construction of a residential dwelling on the lot burdened.
- (g) No construction may be undertaken on the Lot burdened unless the Lot burdened is kept in a neat and tidy condition and maintained free of weeds and rubbish before, during and after construction works. No excavation material, trees, rubbish, builder's waste, or other substances whatsoever may be deposited on adjoining properties.
- (h) The construction time for a Dwelling may not exceed nine months from commencement of work and no building works may be left uncompleted on the Lot burdened for a period longer than three months.
- (i) No dwelling may be occupied before the exterior of any permanent building on the Lot burdened is completed to its final finish and earthworks and driveway are completed.


Three handwritten signatures are present at the bottom right of the page. The first signature appears to be 'John', the second 'Ann', and the third 'Paul'.

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

Lengths are in metres

DP1202269

Subdivision of Lots 36 & 57 in Deposited Plan
1190345 covered by Council Clerk's Certificate No. 57/A
dated 24.12.2014

- (j) No exposed exterior wall may be constructed of concrete hollow block (also known as Besser Block) or exposed brick unless all exterior surfaces of the hollow block walls or, in the case of brick, the whole of the wall of the dwelling facing to a street adjoining the property ("Front Wall") and the 2 metres on each side wall that adjoin the Front Wall are fully rendered sufficient to conceal the block joints or brick joints and then textured and painted. The classification of such rendering as being sufficient to conceal all block or brick joints shall be in the absolute and unfettered discretion of the authorized representative of the Registered Proprietor of the lot benefited.
- (k) Unless otherwise provided, where the Lot burdened is greater than 700 square metres the set back of improvements from side boundaries may not be less than 1500 mm.
- (l) No fences may be constructed of fibro-cement, asbestos-cement or fiberglass. No wall may be constructed of concrete blocks unless such concrete blocks are of a full-rendered finish on all exposed surfaces.
- (m) No driveway may be constructed on or remain on the Lot burdened unless it is sealed with asphaltic concrete or pavers or poured concrete with exposed aggregates or is pattern-stamped and suitably coloured.
- (n) No building may be erected or permitted to remain on the Lot burdened having its Primary Living Area floor inclusive of any outside deck area at an elevation more than 1.5 metres above the Original Ground Plane at any point. Any habitable or car parking area constructed below the Primary Living Area floor must be created by excavation of materials below the Original Ground Plane within the limits set out herein. Car parking areas located below the Primary Living Area floor must be fully paved and enclosed by masonry or timber walls on all sides other than the entry point.

The 'Primary Living Area' floor is defined as the floor of the storey within the dwelling which contains the kitchen and lounge and a minimum of one bedroom and one bathroom. The 'Original Ground Plane' is defined as the original grade of slope of the Lot burdened as recorded by contours and heights on the Lot at the time of registration of the Plan of Subdivision.

- (o) For the benefit of any adjoining land owned by Gainsplay Pty Ltd, but only during ownership thereof by Gainsplay Pty Ltd, their successors and assigns, no fence shall be erected on the lot burdened to divide such lot from the adjoining lot or lots without the consent of Gainsplay Pty Ltd, providing however that such consent shall not be withheld if such fence is erected without expense to Gainsplay Pty Ltd, 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.



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

Lengths are in metres

DP1202269

Subdivision of Lots 36 & 57 in Deposited Plan
1190345 covered by Council Clerk's Certificate No. 57/A
dated 24.12.2014

**5. Terms of Restriction on Use 21 wide Seventhly referred to and the
Restriction on Use 12 wide Eighthly referred to in the Plan:**

- (a) The Owner of the Lot burdened must not do or neglect to do or permit or suffer anything to be done within the parts of the Lot that stand within the land so burdened which may result in that part of the Lot burdened being compromised in terms of its capacity to reduce bushfire hazard to the improvements on the Lots adjacent to the parts of the Lot shown so burdened or to allow any part of the Lot shown so burdened to become inconsistent with the conditions required by the Bushfire Standards from time to time.
- (b) The Owner of the Lot burdened must not neglect to maintain at its own cost the Asset Protection Zone the subject of this Restriction so that the Asset Protection Zone possesses at all relevant times the characteristics required by the Bushfire Standards.
- (c) For the purposes of this Restriction, the "Bushfire Standards" are the standards outlined within section 4.1.3 and Appendix 5 of "Planning for Bush Fire Protection 2006" and the NSW Rural Fire Service's document "Standards for Asset Protection Zones".

**6. Name of person or authority empowered to release, vary or modify the
Easement for sewer gravity main 3 wide Firstly referred to and the
Easement for sewer gravity main 4 wide Secondly referred to and the
Restriction on Use Fourthly referred to and the Restriction on Use Fifthly
referred to and the Restriction on Use 21 wide Seventhly referred to and
the Restriction on Use 12 wide Eighthly referred to and the Right of
Carriageway Variable width Ninthly referred to and the Right of
Carriageway 20.5 wide Tenthly referred to and the Easement for sewer
gravity main variable width eleventhly referred to in the Plan:**

Council of the Shire of Byron

**7. Name of person or authority empowered to release, vary or modify the
Easement to Drain Water 4 wide Thirdly referred to in the Plan:**

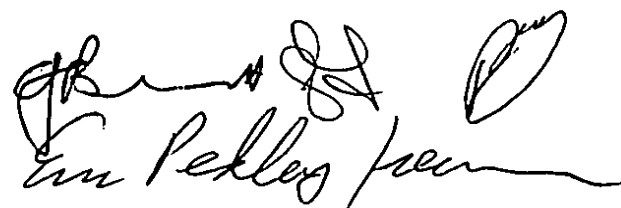
Registered Proprietor of the Lot benefited.

**8. Name of persons empowered to release, vary or modify the Restriction on
Use Sixthly referred to in the Plan.**

Gainsplay Pty Ltd or such other person, persons or company nominated by Gainsplay Pty Ltd for that purpose for as long as Gainsplay Pty Ltd is the registered proprietor of any lot in the Plan and thereafter the Council of the Shire of Byron.

**9. If a term or condition of this instrument is or becomes invalid or unenforceable, the
remaining terms and conditions shall be valid to the fullest extent permitted by
law.**

**10. Any release, variation or modification of any easement, restriction on use or
covenant in this instrument must be effected in all respects at the expense of the
person seeking the release, variation or modification.**



Tim Pexley

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

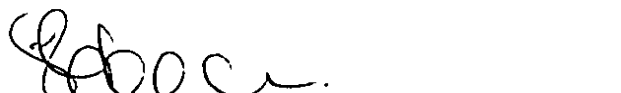
Lengths are in metres

DP1202269

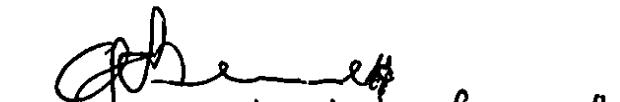
Subdivision of Lots 36 & 57 in Deposited Plan
1190345 covered by Council Clerk's Certificate No. 57/A
dated 24.12.2014

EXECUTED by GAINSPLEY PTY LTD
ACN 128 360 403 in accordance
with section 127 of the Corporations
Act 2001


Eric Pedley Freeman, Director


Sarah Louise Freeman, Director

**EXECUTED by CHINCOGAN
DEVELOPMENT PTY LTD**
ACN 130 256 722 as mortgagee in
accordance with section 127 of the
Corporations Act 2001

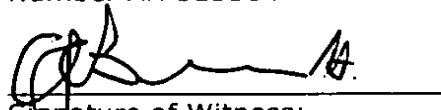

Director John Christopher Bennett.


Director/Secretary
PETER MUSGRAVE DEAN

**EXECUTED BY ERIC PEDLEY
FREEMAN AND SARAH LOUISE
FREEMAN** as mortgagee under Dealing
Number AH 315564


Eric Pedley Freeman


Sarah Louise Freeman


Signature of Witness:

John Christopher Bennett.
Name of Witness:

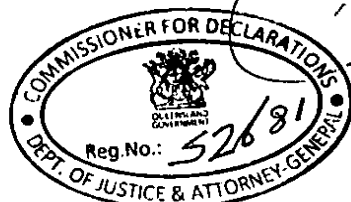
49 Cedarvale Rd,
Possum Creek, 2479.
Address of Witness:

**EXECUTED by COMMONWEALTH BANK
OF AUSTRALIA TRADING AS BANKWEST**
ABN: 48 123 123 124 by its duly
constituted attorney under power
of attorney no. 714827389

By its attorney

Dated 7th August 2012 who at the date
hereof had no notice of revocation of such
power of attorney in the presence of:


Signature
DANIEL BEVERIDGE
Name
RELATIONSHIP MANAGER
Title




An Officer of the Bank
PETER JOHN CHILD
Witness name 31/12/2014

Executed by an authorised officer of Byron Shire Council:

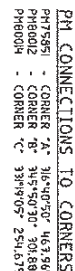


Sheet 1 of 2 sheets

SCHEDULE OF REFERENCE MARKS

(N) LAND EXCLUDES MINERALS & IS SUBJECT TO RESERVATIONS & CONDITIONS - SEE MEMORANDUM

(N) LAND EXCLUDES MINERALS & IS SUBJECT TO RESERVATIONS & CONDITIONS - SEE MEMORANDUM 5700000A



SHORT & CURVED BOUNDARIES				
N°	BEARING	DIST	ARC	RAD
1	SPR-UD	35.05	-	-
2	17°30'-35"	23	-	-
3	16°10'-0"	74.23	-	-
4	20°23'12.5"	18	-	-
5	146°22'05"	27.65	-	-
6	55°54'30"	17.5	-	-
7	139°05'0"	20.15	-	-
8	271°08'45"	34.905	-	-
9	91°42'30"	20.15	-	-
10	9°02'05"	3.88	-	-
11	300°15'25.45"	20.475	-	-
12	200°55'55"	1.05	-	-
13	310°13'55"	14.98	15	90
14	161°17'20"	22.14	22.465	140
15	144°58'15"	83.345	86.657	90
16	128°15"	20.855	20.98	95.5
17	120°38'05"	13.055	16.16	7
18	100°12'30"	10.45	-	-
19	262°10'05"	10.45	-	-
20	181°12'30"	5.655	-	-
21	271°08'45"	30	-	-
22	105°02'40"	20.15	-	-
23	91°42'30"	13.2	-	-
24	105°19'20"	25	-	-
25	271°08'45"	68.00	-	-

Surveyor: SCOTT ANTHONY THOMPSON

PLAN OF SUBDIVISION OF LOT 2 D.P. 785041

Locality:	MULUMBIMBY
LGA:	BYRON

Registered

DP1169053 P



DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheets

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

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919-1964 IT IS INTENDED TO CREATE:

- 1/ EASEMENT FOR SEWER GRAVITY MAIN 3 WIDE.
- 2/ EASEMENT TO DRAIN WATER 3 WIDE.
- 3/ RIGHT OF ACCESS 5 WIDE.
- 4/ RESTRICTION ON USE.
- 5/ EASEMENT FOR SERVICES 2.335 WIDE & VARIABLE.
- 6/ EASEMENT FOR UNDERGROUND POWERLINES 1 WIDE.
- 7/ RIGHT OF CARRIAGEWAY VARIABLE WIDTH.
- 8/ RIGHT OF ACCESS 2.5 WIDE.
- 9/ RIGHT OF ACCESS 2.335 WIDE & VARIABLE.
- 10/ RESTRICTION ON USE.
- 11/ EASEMENT FOR SERVICES 2.5 WIDE.
- 12/ RESTRICTION ON USE (BUILDING ENVELOPE).
- 13/ EASEMENT FOR SEWER GRAVITY MAIN 2.335 WIDE & VARIABLE.
- 14/ EASEMENT FOR SEWER GRAVITY MAIN VARIABLE WIDTH.
- 15/ EASEMENT TO DRAIN WATER 3 WIDE.
- 16/ EASEMENT TO DRAIN WATER 2.335 WIDE & VARIABLE.
- 17/ EASEMENT FOR SERVICES VARIABLE WIDTH.

CONTINUED SHEET 2.
 Use PLAN FORM 6A
 for additional certificates, signatures, seals and statements

Crown Lands NSW/Western Lands Office Approval

I,in approving this plan certify
 (Authorised Officer)
 that all necessary approvals in regards to the allocation of the land shown herein have been given
 Signature:
 Date:
 File Number:
 Office:

Subdivision Certificate

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

the proposed SUBDIVISION set out herein
 (insert 'subdivision' or 'new road')

* Authorised Person/General Manager/Accredited Officer

Consent Authority: Byron Shire Council
 Date of Endorsement: 12.10.2011
 Accreditation no:
 Subdivision Certificate no: 43/11
 File no: 15.2009.3/4.2

* Delete whichever is inapplicable



DP1169053 S

Registered:  23.11.2011

Title System: TORRENS

Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF
 LOT 2 D.P.785041, LOTS 170 & 171 D.P.720414
 & LOT 50 D.P.1041749.

LGA: BYRON

Locality: MULLUMBIMBY

Parish: MULLUMBIMBY

County: ROUS

Survey Certificate

I, SCOTT ANTHONY THOMPSON
 of CANTY'S SURVEYORS, P.O. BOX 509, MULLUMBIMBY, 2482
 a surveyor registered under the *Surveying and Spatial Information Act, 2002*, certify that the survey represented in this plan is accurate, has been made in accordance with the *Surveying and Spatial Information Regulation, 2006* and was completed on: 15th AUGUST 2011

The survey relates to LOTS 1-35 INCLUSIVE

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

Signature  Dated: 15/8/2011
 Surveyor registered under the *Surveying and Spatial Information Act, 2002*

Datum Line: "X"-Y" (MGA)
 Type: Urban / Rural

Plans used in preparation of survey / compilation

D.P.785041, D.P.720414, D.P.1041749, D.P.809788
 D.P.845143, D.P.1076342, D.P.882877, D.P.873144
 D.P.1127908, D.P.608876, D.P.608127, D.P.860664
 D.P.565052

(if insufficient space use Plan Form 6A annexure sheet)

SURVEYORS REFERENCE: 2318a CHECKLIST

* OFFICE USE ONLY

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheets

PLAN OF SUBDIVISION OF
LOT 2 D.P.785041, LOTS 170 & 171 D.P.720414
& LOT 50 D.P.1041749.

DP1169053

Registered:



23.11.2011

Subdivision Certificate No:

43/11

Date of Endorsement:

12.10.2011

18/ EASEMENT FOR SEWER GRAVITY MAIN 4 WIDE.

19/ RESTRICTION ON USE (HEIGHT RESTRICTION).

IT IS INTENDED TO DEDICATE THE EXTENSION OF TUCKEROO AVENUE & LAVERTY COURT TO THE PUBLIC AS PUBLIC ROAD.

IT IS INTENDED TO DEDICATE THE ROAD WIDENING TO THE PUBLIC AS PUBLIC ROAD SUBJECT TO THE RIGHTS OF THE EASEMENT FOR PADMOUNT SUBSTATION VARIABLE WIDTH BY D.P.845143.

IT IS INTENDED TO CREATE LOTS 30, 31 & 33 AS PUBLIC RESERVES.

IT IS INTENDED TO CREATE LOT 34 AS A DRAINAGE RESERVE.

EXECUTED ON BEHALF OF GAINSPAY PTY LTD ACN 128-360-403 AS
REGISTERED PROPRIETOR PURSUANT TO SECTION 127 OF THE CORPORATION ACT 2001


DIRECTOR
SECRETARY - ERIC PEDLEY FREEMAN


DIRECTOR - SARAH LOUISE
FREEMAN

EXECUTED ON BEHALF OF CHINCOGAN DEVELOPMENT PTY LTD ACN 130-356-722 AS
MORTGAGEE PURSUANT TO SECTION 127 OF THE CORPORATIONS ACT 2001


DIRECTOR
ERIC PEDLEY FREEMAN


DIRECTOR
JOHN CHRISTOPHER BENNETT

EXECUTED BY BANK OF WESTERN
AUSTRALIA LTD ABN 22 050 194 454
BY ITS DULY CONSTITUTED ATTORNEY
UNDER POWER OF ATTORNEY BOOK 4305
No. 959 DATED 10 APRIL 2001 WHO HAS
NO NOTICE OF REVOCATION OF SUCH
POWER OF ATTORNEY IN THE PRESENCE
OF:

BANK OF WESTERN AUSTRALIA
LTD BY ITS ATTORNEY:

~~GLENN AARON TRIGGS~~ RAYMOND LINDWALL
NAME OFFICER OF THE BANK SET 11, 21 CONWAY ST
AS MORTGAGEE Lismore, 2480


GLENN AARON TRIGGS
REGIONAL MANAGER NSW NORTH

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

Lengths are in metres

(sheet 1 of 9 sheets)



DP1169053 B

Subdivision of Lot 2 in Deposited Plan 785041 and
Lots 170 and 171 in Deposited Plan 720414 and Lot
50 in Deposited Plan 1041749 covered by Council
Clerk's Certificate No. **43 / 11**
dated **12.10.2011**

Full name and address of
Proprietor of Land:

GAINSPLEY PTY LTD ACN 128 360 403
of 202 Balraith Lane, Ewingsdale NSW 2481

PART 1

1. Identify of Easement Firstly referred to in the abovementioned Plan. Easement for sewer gravity main
3 wide

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED

Lots 1 - 13 inclusive, 16, 17, 20
and 25 - 29 inclusive

LOT OR AUTHORITY BENEFITED

Council of the Shire of Byron

2. Identify of Easement Secondly referred to in the abovementioned Plan. Easement to Drain Water
3 wide

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED

Lot 13
Lot 14
Lot 24
Lot 23
Lot 22
Lot 21
Lot 20
Lot 19
Lot 18
Lot 17

LOT OR AUTHORITY BENEFITED

12
12, 13
16 - 23 inclusive
16 - 22 inclusive
16 - 21 inclusive
16, 17, 18, 19, 20
16, 17, 18, 19
16, 17, 18
16, 17, 19
16

3. Identify of Easement Thirdly referred to in the abovementioned Plan. Right of Access 5 wide

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED

Lot 36

LOT OR AUTHORITY BENEFITED

Council of the Shire of Byron

[Handwritten signatures and initials]

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

Lengths are in metres

DP1169053

(sheet 2 of 9 sheets)

4. Identify of Restriction Fourthly referred to in the abovementioned Plan

Restriction on Use

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED
Lots 1 – 29 inclusive

LOT OR AUTHORITY BENEFITED
Council of the Shire of Byron

5. Identify of Easement Fifthly referred to in the abovementioned Plan

Easement for Services 2.335 wide and variable width

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED
Lots 26, 27 and 28

LOT OR AUTHORITY BENEFITED
26, 27 and 28

6. Identify of Easement Sixthly referred to in the abovementioned Plan

Easement for Underground Powerlines 1 wide

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED
Lots 19 and 20

LOT OR AUTHORITY BENEFITED
Essential Energy
Lots 20 and 21

7. Identify of Easement Seventhly referred to in the abovementioned Plan

Right of Carriageway variable width

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED
Lot 36

LOT OR AUTHORITY BENEFITED
Council of the Shire of Byron

8. Identify of Easement Eighthly referred to in the abovementioned Plan

Right of Access 2.5 wide

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED
Lots 19, 20 and 21

LOT OR AUTHORITY BENEFITED
Lots 19, 20 and 21

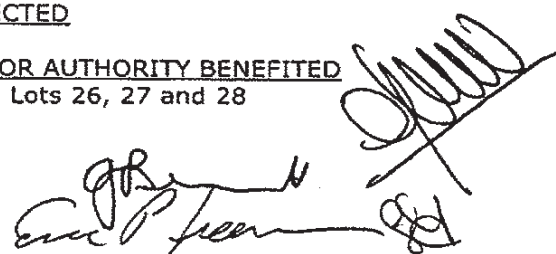
9. Identify of Easement Ninethly referred to in the abovementioned Plan

Right of Access 2.335 wide and Variable width

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED
Lots 26, 27 and 28

LOT OR AUTHORITY BENEFITED
Lots 26, 27 and 28

Handwritten signatures and initials are present at the bottom right of the page. There are three distinct signatures: one in the center, one to the right, and one below the central one. The signatures are in dark ink and appear to be cursive or stylized.

DP 1169053

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

Lengths are in metres

(sheet 3 of 9 sheets)

10. Identify of Restriction Tenthly referred to in the abovementioned Plan Restriction on Use

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED

Lots 1 to 29 inclusive

LOT OR AUTHORITY BENEFITED

Lot 36

11. Identify of Easement Eleventhly referred to in the abovementioned Plan Easement for Services 2.5 wide

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED

Lots 19, 20 and 21

LOT OR AUTHORITY BENEFITED

Lots 19, 20 & 21

12. Identify of Restriction Twelfthly referred to in the abovementioned Plan Restriction on Use (Building Envelope)

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED

Lot 10

LOT OR AUTHORITY BENEFITED

Council of the Shire of Byron

13. Identify of Easement Thirteenthly referred to in the abovementioned Plan Easement for sewer gravity main
2.335 wide and variable width

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED

Lots 26, 27 and 28

LOT OR AUTHORITY BENEFITED

Council of the Shire of Byron

14. Identify of Easement Fourteenthly referred to in the abovementioned Plan Easement for sewer gravity main
variable width

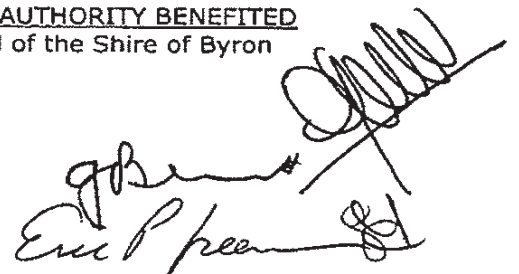
SCHEDULE OF LOTS AFFECTED

LOTS BURDENED

Lots 18, 21 and 36

LOT OR AUTHORITY BENEFITED

Council of the Shire of Byron



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

Lengths are in metres

(sheet 4 of 9 sheets)

15. Identify of Easement Fifteenthly
referred to in the abovementioned
Plan

Easement to Drain Water 3 wide

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED
Lot 36

LOT OR AUTHORITY BENEFITED
Lots 12, 13 and 14

16. Identify of Easement Sixteenthly
referred to in the abovementioned
Plan

Easement to Drain Water
2.335 wide and variable width

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED
Lots 26, 27 and 28

LOT OR AUTHORITY BENEFITED
Lots 25, 26, 27 and 28

17. Identify of Easement Seventeenthly
referred to in the abovementioned
Plan

Easement for Services Variable width

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED
Lot 33

LOT OR AUTHORITY BENEFITED
Lot 36

18. Identify of Easement Eighteenthly
referred to in the abovementioned
Plan.

Easement for sewer gravity main
4 wide

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED
Lots 14, 15, 19 -24 inclusive and 36

LOT OR AUTHORITY BENEFITED
Council of the Shire of Byron

19. Identify of Easement Nineteenthly
referred to in the abovementioned
Plan.

Restriction on Use (Height Restriction)

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED
Lot 12

LOT OR AUTHORITY BENEFITED
Lot 11

gobert
Emil P. Freeman

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

Lengths are in metres

(sheet 5 of 9 sheets)

DP1169053

PART 2

1. **Terms of Easement for sewer gravity main 3 wide Firstly referred to and the Easement for sewer gravity main 2.335 wide and variable width Thirteenthly referred to and the Easement for sewer gravity main variable width Fourteenthly referred to and the Easement for sewer gravity main 4 wide Eighteenthly referred to in the Plan:**

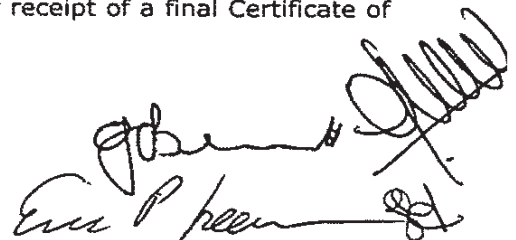
- a) Full and free right and liberty to the Council, its servants, agents or contractors together with implements and machinery to enter upon the land to lay, maintain, alter, enlarge or duplicate pipes, manholes, junctions and sidelines.
- b) The Council shall be responsible for the cost of any work in connection with the construction, maintenance, alteration, enlargement or duplication of any pipes manholes junctions or sidelines. Such responsibility shall not extend to any damage caused to the pipeline and / or structures as a direct consequence of the actions of the landowner or his/her agents. Such damages shall be repaired at the owner's expense.
- c) The registered proprietor of the land or his/her agent shall not plant any trees or shrubs within the area noted as an easement for sewer main.
- d) The registered proprietor shall not erect, construct or place upon the land burdened any building, outbuilding, garden shed or other structure whatsoever. The Director, Water and Recycling Management Services may approve construction of outbuildings of light construction erected on a removable concrete or clay paving slabs which could be removed for maintenance or replacement of the pipeline.
- e) Council will take all reasonable precautions to ensure as little disturbance as possible occur to the land burdened and will restore that surface as near as practicable to its original condition. This shall extend to any disturbance caused to land adjoining the easement.
- f) If a term or condition of this instrument is or becomes invalid or unenforceable, the remaining terms and conditions shall be valid to the fullest extent permitted by law.

2. **Terms of Easement for Underground Powerlines 1 wide Sixthly referred to in the Plan:**

The Owner of the Lots burdened grants to the Authority benefited an easement for underground powerlines 1 wide over the area shown so burdened on the terms of Part C of Memorandum AA26009 as recorded at the Department of Lands.

3. **Terms of Restriction on Use Tenthly referred to in the Plan:**

- (1) No structure of a temporary character including, but not limited to, any tent, metal garden shed, trailer, camper, caravan, motorhome or any other form of outbuilding (**Temporary Structure**) shall be placed, used or permitted to remain as a dwelling on the Lot burdened. This restriction does not prohibit the use of a Temporary Structure for use during daylight hours in connection with the construction of a dwelling, PROVIDED THAT any such structure must be removed within 14 days of receipt of a final Certificate of Occupation issued by the Council.



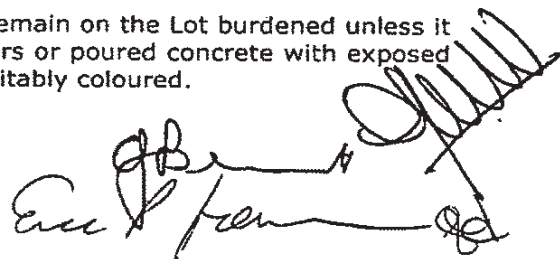
INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE TO BE
CREATED PURSUANT TO SECTION 88B, 88BA AND 88E OF THE CONVEYANCING ACT 1919

Lengths are in metres

DP1169053

(sheet 6 of 9 sheets)

- (2) No residential building may be occupied prior to the date a Certificate of Occupation has been issued by the Council in relation to any building on the Lot burdened.
- (3) No house of any age in excess of one year may be partly or wholly moved to, placed upon, re-erected upon, reconstructed on or permitted to remain on the Lot burdened.
- (4) No main building may be erected or permitted to remain on the Lot burdened, having a roof of fibro-cement or fibre-glass sheeting, whether flat or corrugated.
- (5) No building may be erected or permitted to remain on the Lot burdened having a roof or walls of galvanized corrugated iron sheeting material. However, this clause does not preclude the use of pre-finished colour-bonded, non-reflective, corrugated metal material.
- (6) The registered proprietor of the lot burdened shall not, nor shall they permit any builder, contractor, employee, lessee, occupier or other agent of the proprietor, to allow any heavy transport vehicle or commercial vehicle of more than two (2) tonnes in weight unloaded to be parked on the land burdened or upon the public streets located within the Tallowood Ridge estate other than during daylight hours and only in connection with the construction of a residential dwelling on the lot burdened.
- (7) No construction may be undertaken on the Lot burdened unless the Lot burdened is kept in a neat and tidy condition and maintained free of weeds and rubbish before, during and after construction works. No excavation material, trees, rubbish, builder's waste, or other substances whatsoever may be deposited on adjoining properties.
- (8) The construction time for a Dwelling may not exceed nine months from commencement of work and no building works may be left uncompleted on the Lot burdened for a period longer than three months.
- (9) No dwelling may be occupied before the exterior of any permanent building on the Lot burdened is completed to its final finish and earthworks and driveway are completed.
- (10) No exposed exterior wall may be constructed of concrete hollow block also known as Besser Block unless all exterior surfaces of the hollow block walls are fully rendered sufficient to conceal the block joints and then textured and painted. The classification of such rendering as being sufficient to conceal all block joints shall be in the absolute and unfettered discretion of Eric Freeman or any person nominated by him.
- (11) Unless otherwise provided, where the Lot burdened is greater than 700 square metres the set back of improvements from side boundaries may not be less than 1500 mm.
- (12) No fences may be constructed of fibro-cement, asbestos-cement or fiberglass. No wall may be constructed of concrete blocks unless such concrete blocks are of a full-rendered finish on all exposed surfaces.
- (13) No driveway may be constructed on or remain on the Lot burdened unless it is sealed with asphaltic concrete or pavers or poured concrete with exposed aggregates or is pattern-stamped and suitably coloured.

A handwritten signature in black ink, appearing to read 'Eric Freeman', is written over the bottom right portion of the list items. The signature is stylized and includes a large, sweeping flourish.

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

Lengths are in metres

DP1169053

(sheet 7 of 9 sheets)

- (14) No building may be erected or permitted to remain on the Lot burdened having its Primary Living Area floor inclusive of any outside deck area at an elevation more than 1.5 metres above the Original Ground Plane at any point. Any habitable or car parking area constructed below the Primary Living Area floor must be created by excavation of materials below the Original Ground Plane within the limits set out herein. Car parking areas located below the Primary Living Area floor must be fully paved and enclosed by masonry or timber walls on all sides other than the entry point.

The 'Primary Living Area' floor is defined as the floor of the storey within the dwelling which contains the kitchen and lounge and a minimum of one bedroom and one bathroom. The 'Original Ground Plane' is defined as the original grade of slope of the Lot burdened as recorded by contours and heights on the Lot at the time of registration of the Plan of Subdivision.

- (15) For the benefit of any adjoining land owned by Gainsplay Pty Ltd, but only during ownership thereof by Gainsplay Pty Ltd, their successors and assigns, no fence shall be erected on the lot burdened to divide such lot from the adjoining lot or lots without the consent of Gainsplay Pty Ltd, providing however that such consent shall not be withheld if such fence is erected without expense to Gainsplay Pty Ltd, 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.

4. **Terms of Restriction on Use Twelfthly referred to in the Plan:**

Any building constructed upon or permitted to remain upon the lot burdened must not stand upon any part of the lot burdened outside of the building envelope shown on the Plan without the consent of Council.

5. **Terms of Restriction on Use Fourthly referred to in the Plan:**

Any dwelling constructed upon the lot burdened ~~must~~ **MUST NOT:**

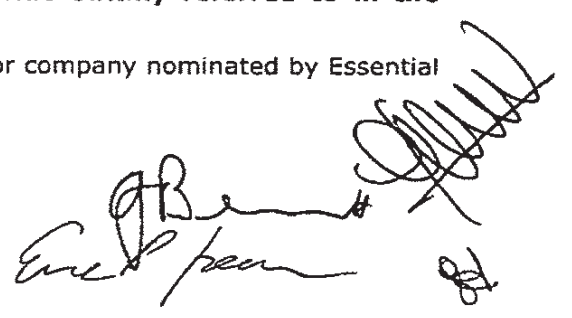
- (a) be designed and constructed ^{OTHER THAN} in accordance with the current Australian Standard AS 2870 Residential Slabs and Footings applicable to the geotechnical conditions of the Lot; and
- (b) ~~must~~ have the floor of any habitable building at a level below the Flood Planning Level, which is currently RL7.58 AHD.

6. **Terms of Restriction on Use Nineteenthly referred to in the Plan:**

No Dwelling or other structure may be erected upon or permitted to remain on the Lot Burdened with a maximum height at any point above the existing surface level of the Lot Burdened as defined in the term "Single Storey" of Byron Development Control Plan 2010.

7. **Name of person or authority empowered to release, vary or modify the Easement for Underground Powerlines 1 wide Sixthly referred to in the Plan:**

Essential Energy or such other person, persons or company nominated by Essential Energy.

Handwritten signatures and initials are present at the bottom right of the page. There are two distinct signatures, one appearing to be 'G. B...' and another 'E. B...', along with various initials and scribbles.

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

Lengths are in metres

DP1169053

(sheet 8 of 9 sheets)

8. **Name of person or authority empowered to release, vary or modify the Easement for sewer gravity main 3 wide Firstly referred to and the Right of Access 5 wide Thirdly referred to and the Restriction On Use Fourthly referred to and the Easement for Services 2.335 wide and variable width Fifthly referred to and the Right of Carriageway variable width Seventhly referred to and the Right of Access 2.5 wide Eighthly referred to and the Right of Access 2.335 wide and variable width Ninthly referred to and the Easement for Services 2.5 wide Eleventhly referred to and the Restriction on Use (Building Envelope) Twelfthly referred to and the Easement for sewer gravity main 2.335 wide and variable width Thirteenthly referred to and the Easement for sewer gravity main variable width Fourteenthly referred to and the Easement to Drain Water 3 wide Fifteenthly referred to and Easement to Drain Water 2.335 wide and variable width Sixteenthly referred to and the Easement for Services variable width Seventeenthly referred to and the Easement for sewer gravity main 4 wide Eighteenthly referred to in the Plan:**

Council of the Shire of Byron.

9. **Name of person or authority empowered to release, vary or modify the Easement to Drain Water 3 wide Secondly referred to in the Plan:**

Registered Proprietor of the Lot benefited.

10. **Name of persons empowered to release, vary or modify the Restriction on Use Tenthly referred to in the Plan.**

Gainsplay Pty Ltd or such other person, persons or company nominated by Gainsplay Pty Ltd for that purpose for as long as Gainsplay Pty Ltd is the registered proprietor of any lot in the Plan and thereafter the Council of the Shire of Byron.

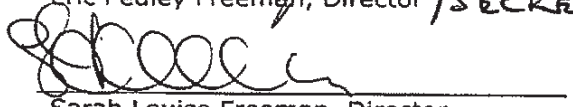
11. **Name of person or authority empowered to release, vary or modify the Restriction On Use (Height Restriction) Nineteenthly referred to in the Plan:**

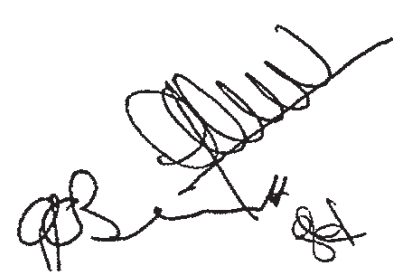
Registered Proprietor of the Lot benefited.

12. **If a term or condition of this instrument is or becomes invalid or unenforceable, the remaining terms and conditions shall be valid to the fullest extent permitted by law.**

13. **Any release, variation or modification of any easement, restriction on use or covenant in this instrument must be effected in all respects at the expense of the person seeking the release, variation or modification.**

EXECUTED by GAINSPLEY PTY LTD
ACN 128 360 403 in accordance
with section 127 of the Corporations
Act 2001

) 
) Eric Pedley Freeman, Director / **SECRETARY**
) 
) Sarah Louise Freeman, Director



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

Lengths are in metres

DP1169053

(sheet 9 of 9 sheets)

**EXECUTED by CHINCOGAN
DEVELOPMENT PTY LTD**

ACN 130 256 722 as mortgagee in
accordance with section 127 of the
Corporations Act 2001

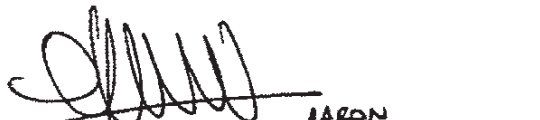

Director - **ERIC PEDLEY FREEMAN**


Director - **DAVID CHRISTOPHER BENNETT**

**EXECUTED by BANK OF WESTERN
AUSTRALIA LTD ABN 22 050 494 454**

by its duly constituted Attorney under
Power of Attorney Book 4305 No. 959
dated 10 APRIL 2001 who has no
notice of revocation of such Power of
Attorney in the presence of:

**BANK OF WESTERN AUSTRALIA
LTD by its Attorney:**


Signature **GLENN TRIGGS**
REGIONAL MANAGER NSW NORTH
Title (please print)


Name Officer of the Bank (please print):
STE 11, 21 CONWAY ST, LISMORE, 2480

Executed by an authorised officer of Byron Shire Council:

DP1169053


Authorised Person
Byron Shire Council

REGISTERED



23.11.2011



Reg:R411499 /Doc:DP 1190345 P /Rev:05-Dec-2013 /NSW LRS /Pgs:ALL /Frt:01-Mar-2022 13:08 /Seq:1 of 5
Office of the Registrar-General /Src:INFOTRACK /Ref:Libberink

PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO DEFLECTION

Sheet 1 of 2 sheets

SHORT BOUNDARIES		
N	BEARING	DIST
1	92°00'00"	211.1 (D.P. 600876)
2	18°20'00"	51.235 (D.P. 600876)
3	286°57'05"	71 (D.P. 600876)
4	195°17'00"	94.405 (D.P. 600876)
5	58°57'05"	20.195 (D.P. 600876)
6	95°10'20"	51.87 (D.P. 600876)
7	180°10'20"	70 (D.P. 600876)
8	95°10'20"	65.395 (D.P. 600876)
9	192°55'00"	6.67 (D.P. 600876)
10	137°04'30"	21.79 (D.P. 600876)
11	27°31'25"	29.22 (D.P. 600876)
12	123°16'20"	20.095 (D.P. 600876)
13	209°31'25"	20.095 (D.P. 600876)
14	123°28'50"	23.315 (D.P. 600876)
15	09°34'40"	20 (D.P. 600876)
16	29°34'40"	18.115 (D.P. 600876)
17	109°34'40"	31.11 (D.P. 600876)
18	286°20'00"	67.19 (D.P. 600876)
19	197°24'20"	35.62 (D.P. 600876)

PM CONNECTIONS		
PM0001	PH0001	156°38'52" 278.629 G.DIST BY MGA
PM0002	PH0002	156°39'50" 278.625 BY HE. D.P. 600876 & D.P. 602245
PM0003	PH0003	283°00'00" 281.827 G.DIST BY MGA
PM0004	PH0004	283°00'00" 281.825 BY HE. D.P. 600876 & D.P. 602245
PM0005	PH0005	27°50'00" 237.946 G.DIST BY MGA
PM0006	PH0006	27°50'00" 237.944 BY HE.
PM0007	PH0007	55°38'40" 69.705 BY HE. D.P. 600876 & D.P. 602245
PM0008	PH0008	150°55'30" 58.315 BY HE. D.P. 600876 & D.P. 602245
PM0009	PH0009	55°32'20" 125.287
PM0010	PH0010	55°32'20" 125.287
PM0011	PH0011	12°31'05" 90.727
PM0012	PH0012	55°36'37" 93.095
PM0013	PH0013	128°11'30" 93.095
PM0014	PH0014	55°36'37" 93.095
PM0015	PH0015	195°19' 92.985
PM0016	PH0016	251°32'45" 97.977
PM0017	PH0017	342°12'55" 918.605

08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 60851b)
 08°20'00" 36°14'N (D.P. 6

Req:R411499 / Doc:DP 1190345 P / Rev:05-Dec-2013 / NSW LRS / Pgs:ALL / Pnt:01-Mar-2022 13:08 / Seq:2 of 5
 © Office of the Registrar-General / Src:INFOTRACK / Ref:Libberink

PLAN FORM 2

WARNING - CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 2 of 2 sheets

CURVED BOUNDARIES

N°	BEARING	DIST.	ARC	RAD.
1	32°29'30"	9.395	9.41	48
2	5°07'	24.75	25.095	42
3	46°34'45"	37.97	38.695	52
4	320°44'	40.59	40.595	30.5
5	244°33'25"	6.15	6.15	68
6	232°40'	20	20.075	68
7	285°51'45"	19.745	19.805	68
8	206°20'25"	21.85	21.895	68
9	309°47'25"	23.545	23.595	30.5
10	306°20'25"	13.93	13.935	30.5
11	126°02'25"	10.055	10.055	20
12	128°51'40"	18.495	18.5	20
13	20°00'20"	5.465	5.49	32.5
14	242°11'25"	29.68	30.025	32.5
15	243°12'40"	9.455	9.515	20
16	310°57'35"	9.745	9.825	20
17	300°46'50"	11.5	11.585	14
18	82°02'55"	7	7.075	14
19	223°13'45"	5.025	5.055	14
20	227°21'30"	1.025	1.035	14
21	183°16'	1.005	1.005	14
22	12°51'00"	7.095	7.115	14
23	92°51'20"	8.5	8.595	14
24	101°34'00"	6.65	6.735	14.72
25	105°10'55"	1.795	1.795	47.5
26	95°40'45"	14	14.05	47.5
27	79°02'50"	13.46	13.525	47.5
28	22°42'45"	12.47	12.51	47.5
29	227°19'30"	14.005	14.055	47.5
30	202°00'25"	11.315	11.34	47.5
31	138°16'25"	29.68	29.675	20
32	143°35'45"	20.625	20.63	20
33	145°00'45"	6.11	6.11	20
34	124°49'20"	4.285	4.285	30.5
35	125°25'30"	2.255	2.255	30.5

① EASEMENT FOR SEWER GRAVITY MAIN 3 WIDE BY D.P.1169053.
 ② EASEMENT TO DRAIN WATER 3 WIDE BY D.P.1169053.
 ③ EASEMENT FOR SEWER GRAVITY MAIN 4 WIDE BY D.P.1169053.
 ④ EASEMENT FOR SERVICES VARIABLE WIDTH BY D.P.1169053.
 ⑤ EASEMENT FOR SEWER GRAVITY MAIN 3 WIDE.
 ⑥ EASEMENT FOR SEWER GRAVITY MAIN 4.5 WIDE.
 ⑦ EASEMENT FOR SEWER GRAVITY MAIN 4.5 WIDE.
 ⑧ EASEMENT FOR SEWER GRAVITY MAIN 4 WIDE.
 ⑨ EASEMENT FOR SEWER GRAVITY MAIN VARIABLE WIDTH.
 ⑩ EASEMENT FOR SEWER GRAVITY MAIN 6 WIDE.
 ⑪ EASEMENT TO DRAIN WATER 3 WIDE.
 ⑫ EASEMENT TO DRAIN WATER 4 WIDE.
 ⑬ EASEMENT TO DRAIN WATER 7 WIDE.
 ⑭ EASEMENT FOR SEWER GRAVITY MAIN 7 WIDE.
 ⑮ EASEMENT TO DRAIN WATER 20.5 WIDE.

SSM CONNECTIONS TO CORNERS

SSM67314 - CORNER 10° 28°55'55" 16.29
 SSM67314 - CORNER 10° 28°55'55" 16.29
 SSM67314 - CORNER 10° 28°55'55" 16.29
 SSM67314 - CORNER 10° 28°55'55" 16.29

PM CONNECTIONS

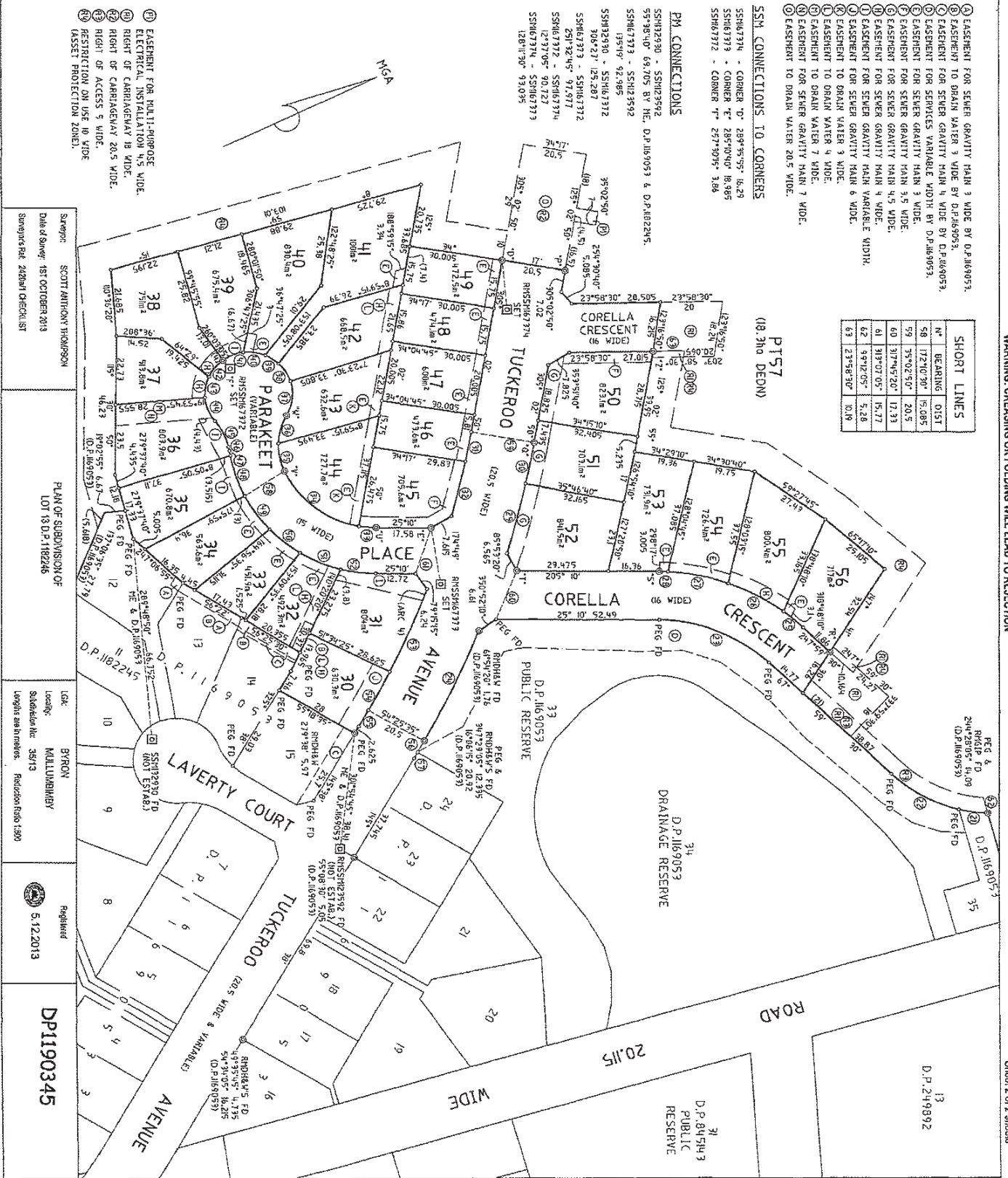
SSM67314 - CORNER 10° 28°55'55" 16.29
 SSM67314 - CORNER 10° 28°55'55" 16.29
 SSM67314 - CORNER 10° 28°55'55" 16.29
 SSM67314 - CORNER 10° 28°55'55" 16.29

N°	BEARING	DIST.
58	172°10'30"	15.085
59	35°02'50"	20.5
60	317°45'20"	17.33
61	317°07'05"	15.77
62	94°40'05"	5.28
63	23°58'30"	0.19

P157
(18.310 DEED)

N°	BEARING	DIST.	DESCRIPTION
1	11°21'20"	5.07	DRAW
2	7°15'25"	18.24	DRAW
3	10°43'40"	5.685	DRAW
4	45°49'35"	16.43	DRAW
5	54°21'55"	13.62	DRAW
6	23°13'40"	10.225	DRAW
7	31°03'30"	3.3	DRAW
8	300°55'35"	12.8	DRAW
9	232°25'15"	6.8	DRAW
10	249°57'25"	14.06	DRAW
11	314°34'	11.795	DRAW
12	303°24'25"	11.29	DRAW
13	352°52'20"	3.61	DRAW
14	354°40'00"	6.205	DRAW
15	7°40'45"	14.915	DRAW
16	24°41'55"	19.43	DRAW
17	30°44'35"	3.455	DRAW
18	105°09'20"	12.845	DRAW

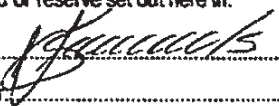
① EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION 4.5 WIDE.
 ② RIGHT OF CARRIAGEWAY 18 WIDE.
 ③ RIGHT OF ACCESS 5 WIDE.
 ④ RESTRICTION ON USE 10 WIDE (ASSET PROTECTION ZONE).



DP1190345

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

Office Use Only Registered:  5.12.2013 Title System: TORRENS Purpose: SUBDIVISION	Use Only  DP1190345 S
PLAN OF SUBDIVISION OF LOT 13 D.P.1182245	LGA: BYRON Locality: MULLUMBIMBY Parish: MULLUMBIMBY County: ROUS
Crown Lands NSW/Western Lands Office Approval I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office:	Survey Certificate I, <u>SCOTT ANTHONY THOMPSON</u> of <u>CANTYS SURVEYORS P.O.BOX 509 MULLUMBIMBY 2482</u> a surveyor registered under the Surveying and Spatial Information Act, 2002, certify that *(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on *(b) The part of the land shown in the plan ("being"/"excluding" <u>LOTS 30-56</u>) was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on, 1/10/2013, the part not surveyed was compiled in accordance with that Regulation. *(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012. Signature:  Dated: <u>1/10/2013</u> Surveyor ID: <u>2096</u> Datum Line: <u>"X"-"Y" (MGA)</u> Type: <u>"Urban"/"Rural"</u> The terrain is <u>"Level-Undulating"/"Steep-Mountainous"</u>. *Strike through if inapplicable. *Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.
Subdivision Certificate I, <u>John Leonard Samuels</u> *Authorised Person/*General Manager/*Accredited Officer, certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out here in. Signature:  Accreditation number: Consent Authority: <u>Byron Shire Council</u> Date of endorsement: <u>12.11.13</u> Subdivision Certificate number: <u>35/13</u> File number: <u>15-2011-117-1</u> *Strike through if inapplicable	Plans used in preparation of survey / compilation- D.P.785041, D.P.720414, D.P.1041749, D.P.809788 D.P.845143, D.P.1076342, D.P.882877, D.P.873144 D.P.1127908, D.P.608876, D.P.608127, D.P.860664 D.P.565052, D.P.1169053, D.P.1182245, D.P.1178680 D.P.592712 If space is insufficient continue on PLAN FORM 6A
Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	Surveyor's Reference: 2420a/1 CHECKLIST

PLAN FORM 6A(2012)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Registered:  5.12.2013

Office Use Only

Use Only

DP1190345

PLAN OF SUBDIVISION
OF LOT 13 D.P.1182245

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

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

Subdivision Certificate number: 35/13

Date of Endorsement: 12.11.13

STREET ADDRESSES OF ALL LOTS ARE NOT AVAILABLE.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919-1964,
IT IS INTENDED TO CREATE:

- 1/ EASEMENT FOR SEWER GRAVITY MAIN 3 WIDE.
- 2/ EASEMENT FOR SEWER GRAVITY MAIN 4 WIDE.
- 3/ EASEMENT FOR SEWER GRAVITY MAIN 3.5 WIDE.
- 4/ EASEMENT FOR SEWER GRAVITY MAIN 4.5 WIDE.
- 5/ EASEMENT FOR SEWER GRAVITY MAIN 6 WIDE.
- 6/ EASEMENT FOR SEWER GRAVITY MAIN 7 WIDE.
- 7/ EASEMENT FOR SEWER GRAVITY MAIN VARIABLE WIDTH.
- 8/ EASEMENT TO DRAIN WATER 3 WIDE.
- 9/ EASEMENT TO DRAIN WATER 4 WIDE.
- 10/ EASEMENT TO DRAIN WATER 7 WIDE.
- 11/ RESTRICTION ON USE.
- 12/ RESTRICTION ON USE.
- 13/ RESTRICTION ON USE.
- 14/ RESTRICTION ON USE 10 WIDE (ASSET PROTECTION ZONE).
- 15/ RIGHT OF CARRIAGEWAY 18 WIDE.
- 16/ RIGHT OF CARRIAGEWAY 20.5 WIDE.
- 17/ RIGHT OF ACCESS 5 WIDE.
- 18/ EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION 4.5 WIDE.
- 19/ EASEMENT TO DRAIN WATER 20.5 WIDE.

TO RELEASE:

- 1/ PART OF EASEMENT FOR SEWER GRAVITY MAIN 4 WIDE EIGHTEENTHLY REFERRED TO IN D.P.1169053, BEING THE PART THAT BURDENS LOT 13 D.P.1182245.
- 2/ RIGHT OF ACCESS 5 WIDE CREATED BY D.P.1169053 THIRDLY REFERRED TO.
- 3/ RIGHT OF CARRIAGEWAY VARIABLE WIDTH CREATED BY D.P.1169053 SEVENTHLY REFERRED TO.
- 4/ EASEMENT FOR SEWER GRAVITY MAIN VARIABLE WIDTH CREATED BY D.P.1169053 FOURTEENTHLY REFERRED TO.

If space is insufficient use additional annexure sheet.

Surveyor's Reference: 2420a/1 CHECKLIST

PLAN FOR

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

PLAN OF SUBDIVISION
OF LOT 13 D.P.1182245

DP1190345

Use Only

Registered: 5.12.2013



Office Use Only

Subdivision Certificate No.: 35/13

Date of Endorsement: 12.11.13

Sarah Louisa Freeman
 SARAH LOUISE FREEMAN
 DIRECTOR, GAINSPAY PTY LTD
 ACN 128 360 403

Eric Pedley Freeman
 ERIC PEDLEY FREEMAN
 DIRECTOR, GAINSPAY PTY LTD

EXECUTED by COMMONWEALTH BANK
 OF AUSTRALIA TRADING AS BANKMART
 ABN: 48 123 123 124 by its duly
 constituted attorney under power
 of attorney no. 714627328

by its attorney:

Elizabeth Anne Hull
 Signature

Dated 7th August 2012 who at the date
 hereof had no notice of revocation of such
 power of attorney in the presence of:

Elizabeth Anne Hull
 ELIZABETH ANNE HULL
 Relationship Manager

Anthony James Farrell
 An Officer of the Bank
 ANTHONY JAMES FARRELL
 Witness name: Anthony James Farrell

Anthony James Farrell
 ANTHONY JAMES FARRELL
 DIRECTOR, CHINCOGAN DEVELOPMENT PTY LTD
 ACN 130 356 722

Eric Pedley Freeman
 ERIC PEDLEY FREEMAN
 DIRECTOR CHINCOGAN DEVELOPMENT
 PTY LTD

Sarah Louise Freeman
 SARAH LOUISE FREEMAN AS
 MORTGAGEE UNDER DEALING
 NO. AH 315564

Eric Pedley Freeman
 ERIC PEDLEY FREEMAN AS
 MORTGAGEE UNDER DEALING
 NO. AH 315564.

If space is insufficient use additional annexure sheet.

Surveyor's Reference: 2420a/1 CHECKLIST

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



DP1190345 B (E)

Sheet 1 of 10 Sheets

Subdivision of Lot 13 in Deposited Plan 1182245
covered by Council Clerk's Certificate No. 35/13
dated 12/11/13

Full name and address of
Proprietor of Land:

GAINSPRAY PTY LTD ACN 128 360 403
of 202 Balraith Lane, Ewingsdale NSW 2481

PART 1

1. Identify of Easement Firstly referred to in the abovementioned Plan. Easement for sewer gravity main
3 wide

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED

Lots 32, 33, 34, 40, 41, 43,44,
46-49 inclusive and 53, 54 and 56

LOT OR AUTHORITY BENEFITED

Council of the Shire of Byron

2. Identify of Easement Secondly referred to in the abovementioned Plan. Easement for sewer gravity main
4 wide

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED

Lots 32, 37, 38, 42 and 55

LOT OR AUTHORITY BENEFITED

Council of the Shire of Byron

3. Identify of Easement Thirdly referred to in the abovementioned Plan. Easement for sewer gravity main
3.5 wide

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED

Lots 45 and 50

LOT OR AUTHORITY BENEFITED

Council of the Shire of Byron

4. Identify of Easement Fourthly referred to in the abovementioned Plan. Easement for sewer gravity main
4.5 wide

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED

Lots 50, 51 and 52

LOT OR AUTHORITY BENEFITED

Council of the Shire of Byron

[Handwritten signatures]

[Handwritten signatures]

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

Lengths are in metres

Sheet 2 of 10 Sheets

5. Identify of Easement Fifthly referred to in the abovementioned Plan. Easement for sewer gravity main
6 wide

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED
Lot 30

LOT OR AUTHORITY BENEFITED
Council of the Shire of Byron

6. Identify of Easement Sixthly referred to in the abovementioned Plan. Easement for sewer gravity main
7 wide

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED
Lot 36

LOT OR AUTHORITY BENEFITED
Council of the Shire of Byron

7. Identify of Easement Seventhly referred to in the abovementioned Plan. Easement for sewer gravity main
variable width

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED
Lots 31, 35, 36 and 39

LOT OR AUTHORITY BENEFITED
Council of the Shire of Byron

8. Identify of Easement Eighthly referred to in the abovementioned Plan. Easement to Drain Water
3 wide

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED
Lot 44
Lot 43

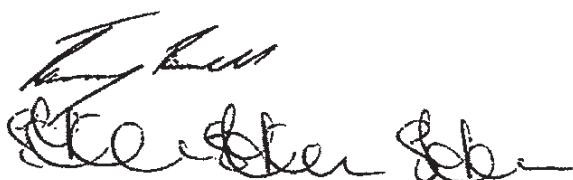
LOT OR AUTHORITY BENEFITED
Lots 43, 42, 41
Lots 42 and 41

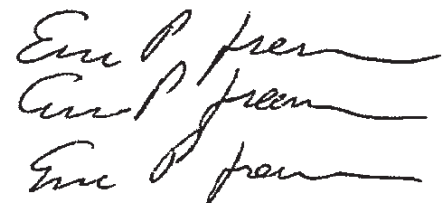
9. Identify of Easement Ninthly referred to in the abovementioned Plan. Easement to Drain Water
4 wide

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED
Lot 42
Lot 32

LOT OR AUTHORITY BENEFITED
Lot 41
Lots 12, 13 and 14 in DP 1169053





DP 1190345

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

Lengths are in metres

Sheet 3 of 10 Sheets

10. Identify of Easement Tenthly referred to in the abovementioned Plan Easement to Drain Water
7 wide

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED
Lot 36

LOT OR AUTHORITY BENEFITED
Lot 57

11. Identify of Restriction Eleventhly referred to in the abovementioned Plan Restriction on Use

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED
Lots 30-56 inclusive

LOT OR AUTHORITY BENEFITED
Council of the Shire of Byron

12. Identify of Restriction Twelfthly referred to in the abovementioned Plan Restriction on Use

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED
Lots 30 - 56 inclusive

LOT OR AUTHORITY BENEFITED
Council of the Shire of Byron

13. Identify of Restriction thirteenthly referred to in the abovementioned Plan Restriction on Use

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED
Lots 30 - 56 inclusive

LOT OR AUTHORITY BENEFITED
Lot 57

14. Identify of Restriction Fourteenthly referred to in the abovementioned Plan Restriction on Use 10 wide
(Asset Protection Zone)

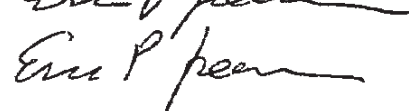
SCHEDULE OF LOTS AFFECTED

LOTS BURDENED
Lot 57

LOT OR AUTHORITY BENEFITED
Council of the Shire of Byron





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

Lengths are in metres

Sheet 4 of 10 Sheets

15. Identify of Easement Fifteenthly
referred to in the abovementioned
Plan

Right of Carriageway
18 wide

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED
Lot 57

LOT OR AUTHORITY BENEFITED
Council of the Shire of Byron

16. Identify of Easement Sixteenthly
referred to in the abovementioned
Plan

Right of Carriageway
20.5 wide

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED
Lot 57

LOT OR AUTHORITY BENEFITED
Council of the Shire of Byron

17. Identify of Easement Seventeenthly
referred to in the abovementioned
Plan

Right of Access
5 wide

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED
Lot 57

LOT OR AUTHORITY BENEFITED
Council of the Shire of Byron

18. Identify of Easement Eighteenthly
referred to in the abovementioned
Plan

Easement for Multi-Purpose Electrical
Installation 4.5 wide

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED
Lot 57

LOT OR AUTHORITY BENEFITED
Essential Energy

19. Identify of Easement Nineteenthly
referred to in the abovementioned
Plan

Easement to Drain Water
20.5 wide

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED
Lot 57

LOT OR AUTHORITY BENEFITED
Council of the Shire of Byron

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

Lengths are in metres

Sheet 5 of 10 Sheets

PART 1A

- | | |
|---|---|
| 1. Identify of Easement to be
Released from DP 1182245 | Part of Easement for sewer gravity
main 4 wide created by DP 1169053
and Eighteenthly referred to being the
part that burdens Lot 13 in DP 1182245 |
|---|---|

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED

Lot 13 in DP 1182245

LOT OR AUTHORITY BENEFITED

Council of the Shire of Byron

- | | |
|---|--|
| 2. Identify of Easement to be
Released from DP 1182245 | Right of Access 5 wide created by DP
1169053 and Thirdly referred to in
DP 1169053 |
|---|--|

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED

Lot 13 in DP 1182245

LOT OR AUTHORITY BENEFITED

Council of the Shire of Byron

- | | |
|---|--|
| 3. Identify of Easement to be
Released from DP 1182245 | Right of Carriageway variable width
created by DP 1169053 and Seventhly
referred to in DP 1169053 ?? |
|---|--|

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED

Lot 13 in DP 1182245

LOT OR AUTHORITY BENEFITED

Council of the Shire of Byron

- | | |
|---|--|
| 4. Identify of Easement to be
Released from DP 1182245 | Easement for Sewer Gravity Main
Variable width created by DP 1169053
and Fourteenthly referred to in
DP 1169053
<u> </u> title reference. |
|---|--|

SCHEDULE OF LOTS AFFECTED

LOTS BURDENED

Lot 13 in DP 1182245

LOT OR AUTHORITY BENEFITED

Council of the Shire of Byron

Tracy Smith
Shire of Byron

Eric P. [Signature]
Eric P. [Signature]
Eric P. [Signature]

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

Lengths are in metres

Sheet 6 of 10 Sheets

PART 2

1. **Terms of Easement for sewer gravity main 3 wide Firstly referred to and the Easement for sewer gravity main 4 wide Secondly referred to and the Easement for gravity sewer main 3.5 wide Thirdly referred to and the Easement for sewer gravity main 4.5 wide Fourthly referred to and Easement for sewer gravity main 6 wide Fifthly referred to and Easement for sewer gravity main 7 wide ~~Seventhly~~ referred to in the Plan:**

Sixthly

- (a) Full and free right and liberty to the Council, its servants, agents or contractors together with implements and machinery to enter upon the land to lay, maintain, alter, enlarge or duplicate pipes, manholes, junctions and sidelines.
- (b) The Council shall be responsible for the cost of any work in connection with the construction, maintenance, alteration, enlargement or duplication of any pipes manholes junctions or sidelines. Such responsibility shall not extend to any damage caused to the pipeline and / or structures as a direct consequence of the actions of the landowner or his/her agents. Such damages shall be repaired at the owner's expense.
- (c) The registered proprietor of the land or his/her agent shall not plant any trees or shrubs within the area noted as an easement for sewer main.
- (d) The registered proprietor shall not erect, construct or place upon the land burdened any building, outbuilding, garden shed or other structure whatsoever. The Director, Water and Recycling Management Services may approve construction of outbuildings of light construction erected on a removable concrete or clay paving slabs which could be removed for maintenance or replacement of the pipeline.
- (e) Council will take all reasonable precautions to ensure as little disturbance as possible occur to the land burdened and will restore that surface as near as practicable to its original condition. This shall extend to any disturbance caused to land adjoining the easement.
- (f) If a term or condition of this instrument is or becomes invalid or unenforceable, the remaining terms and conditions shall be valid to the fullest extent permitted by law.

2. **Terms of Restriction on Use Eleventhly referred to in the Plan:**

Any dwelling constructed upon the lot burdened must not:

- (a) be designed and constructed other than in accordance with the current Australian Standard AS 2870 Residential Slabs and Footings applicable to the geotechnical conditions of the Lot; and
- (b) have the floor of any habitable building at a level below the Flood Planning Level, which is currently RL 7.75 AHD.

[Handwritten signatures]

[Handwritten signatures]

30.1.2018



TERMS HEADING PARAGRAPH 1. AMENDED VIDE 2016-151

DI 1190345

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

Lengths are in metres

Sheet 7 of 10 Sheets

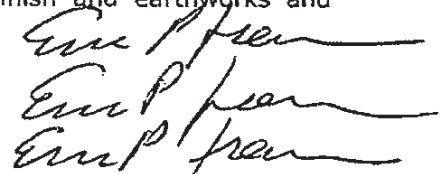
3. Terms of Restriction on Use of Land Twelfthly referred to in the Plan:

The Owner of the Lot Burdened may not keep any dog or dogs on the Lot Burdened unless suitable fencing is erected to contain the dog or dogs wholly within the Lot Burdened.

4. Terms of Restriction on Use Thirteenthly referred to in the Plan:

- (a) No structure of a temporary character including, but not limited to, any tent, metal garden shed, trailer, camper, caravan, motorhome or any other form of outbuilding (**Temporary Structure**) shall be placed, used or permitted to remain as a dwelling on the Lot burdened. This restriction does not prohibit the use of a Temporary Structure for use during daylight hours in connection with the construction of a dwelling, PROVIDED THAT any such structure must be removed within 14 days of receipt of a final Certificate of Occupation issued by the Council.
- (b) No residential building may be occupied prior to the date a Certificate of Occupation has been issued by the Council in relation to any building on the Lot burdened.
- (c) No house of any age in excess of one year may be partly or wholly moved to, placed upon, re-erected upon, reconstructed on or permitted to remain on the Lot burdened.
- (d) No main building may be erected or permitted to remain on the Lot burdened, having a roof of fibro-cement or fibre-glass sheeting, whether flat or corrugated.
- (e) No building may be erected or permitted to remain on the Lot burdened having a roof or walls of galvanized corrugated iron sheeting material. However, this clause does not preclude the use of pre-finished colour-bonded, non-reflective, corrugated metal material.
- (f) The registered proprietor of the lot burdened shall not, nor shall they permit any builder, contractor, employee, lessee, occupier or other agent of the proprietor, to allow any heavy transport vehicle or commercial vehicle of more than two (2) tonnes in weight unloaded to be parked on the land burdened or upon the public streets located within the Tallowood Ridge estate other than during daylight hours and only in connection with the construction of a residential dwelling on the lot burdened.
- (g) No construction may be undertaken on the Lot burdened unless the Lot burdened is kept in a neat and tidy condition and maintained free of weeds and rubbish before, during and after construction works. No excavation material, trees, rubbish, builder's waste, or other substances whatsoever may be deposited on adjoining properties.
- (h) The construction time for a Dwelling may not exceed nine months from commencement of work and no building works may be left uncompleted on the Lot burdened for a period longer than three months.
- (i) No dwelling may be occupied before the exterior of any permanent building on the Lot burdened is completed to its final finish and earthworks and driveway are completed.





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

Lengths are in metres

Sheet 8 of 10 Sheets

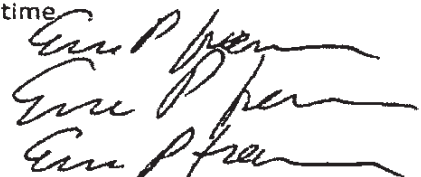
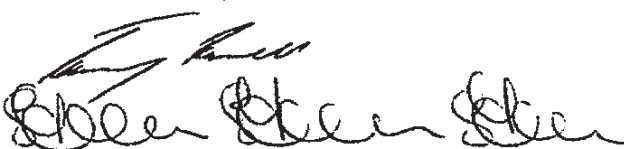
- (j) No exposed exterior wall may be constructed of concrete hollow block also known as Besser Block unless all exterior surfaces of the hollow block walls are fully rendered sufficient to conceal the block joints and then textured and painted. The classification of such rendering as being sufficient to conceal all block joints shall be in the absolute and unfettered discretion of Eric Freeman or any person nominated by him.
- (k) Unless otherwise provided, where the Lot burdened is greater than 700 square metres the set back of improvements from side boundaries may not be less than 1500 mm.
- (l) No fences may be constructed of fibro-cement, asbestos-cement or fiberglass. No wall may be constructed of concrete blocks unless such concrete blocks are of a full-rendered finish on all exposed surfaces.
- (m) No driveway may be constructed on or remain on the Lot burdened unless it is sealed with asphaltic concrete or pavers or poured concrete with exposed aggregates or is pattern-stamped and suitably coloured.
- (n) No building may be erected or permitted to remain on the Lot burdened having its Primary Living Area floor inclusive of any outside deck area at an elevation more than 1.5 metres above the Original Ground Plane at any point. Any habitable or car parking area constructed below the Primary Living Area floor must be created by excavation of materials below the Original Ground Plane within the limits set out herein. Car parking areas located below the Primary Living Area floor must be fully paved and enclosed by masonry or timber walls on all sides other than the entry point.

The 'Primary Living Area' floor is defined as the floor of the storey within the dwelling which contains the kitchen and lounge and a minimum of one bedroom and one bathroom. The 'Original Ground Plane' is defined as the original grade of slope of the Lot burdened as recorded by contours and heights on the Lot at the time of registration of the Plan of Subdivision.

- (o) For the benefit of any adjoining land owned by Gainsplay Pty Ltd, but only during ownership thereof by Gainsplay Pty Ltd, their successors and assigns, no fence shall be erected on the lot burdened to divide such lot from the adjoining lot or lots without the consent of Gainsplay Pty Ltd, providing however that such consent shall not be withheld if such fence is erected without expense to Gainsplay Pty Ltd, 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.

5. Terms of Restriction on Use 10 wide (Asset Protection Zone) Fourteenthly referred to in the Plan

- (a) The Owner of the Lot burdened must not do or neglect to do or permit or suffer anything to be done within the parts of the Lot shown so burdened which may result in that part of the Lot burdened being compromised in terms of its capacity to reduce bushfire hazard to the improvements on the Lots adjacent to the parts of the Lot shown so burdened or to allow any part of the Lot shown so burdened to become inconsistent with the conditions required by the Bushfire Standards from time to time.



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

Lengths are in metres

Sheet 9 of 10 Sheets

- (b) The Owner of the Lot burdened must not neglect to maintain at its own cost the Asset Protection Zone the subject of this Restriction so that the Asset Protection Zone possesses at all relevant times the characteristics required by the Bushfire Standards.
- (c) For the purposes of this Restriction, the "Bushfire Standards" are the standards outlined within section 4.1.3 and Appendix 5 of "Planning for Bush Fire Protection 2006" and the NSW Rural Fire Service's document "Standards for Asset Protection Zones".

6. Terms of Easement for Multi-Purpose Electrical Installation Eighteenthly referred to in the Plan

The Owner of the Lot burdened grants to the Authority benefited an easement for Multi-Purpose Electrical Installation over the area shown so burdened on the terms of Part C of Memorandum AA26009 as recorded at the Department of Land and Property Information (LPI).

7. Name of person or authority empowered to release, vary or modify the Easement for sewer gravity main 3 wide Firstly referred to and the Easement for sewer gravity main 4 wide Secondly referred to and the Easement for sewer gravity main 3.5 wide Thirdly referred to and the Easement for sewer gravity main 4.5 wide Fourthly referred to and the Easement for sewer gravity main 6 wide Fifthly referred to and the Easement for sewer gravity main 7 wide Sixthly referred to and the Easement for sewer gravity main variable width Seventhly referred to and the Restriction on Use Eleventhly referred to and the Restriction on Use Twelfthly referred to and the Restriction on Use 10 wide Fourteenthly referred to and the Right of Carriageway 18 wide Fifteenthly referred to and the Right of Carriageway 20.5 wide Sixteenthly referred to and the Right of Access 5 wide Seventeenthly referred to and the Easement to Drain Water 20.5 wide Nineteenthly referred to in the Plan:

Council of the Shire of Byron

8. Name of person or authority empowered to release, vary or modify the Easement to Drain Water 3 wide Eighthly referred to in the Plan:

Registered Proprietor of the Lot benefited.

9. Name of persons empowered to release, vary or modify the Restriction on Use Thirteenthly referred to in the Plan.

Gainsplay Pty Ltd or such other person, persons or company nominated by Gainsplay Pty Ltd for that purpose for as long as Gainsplay Pty Ltd is the registered proprietor of any lot in the Plan and thereafter the Council of the Shire of Byron.

10. Name of person or authority empowered to release, vary or modify the Easement for Multi-Purpose Electrical Installation variable width Eighteenthly referred to in the Plan:

Essential Energy or such other person, persons or company nominated by Essential Energy.

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

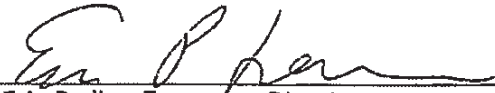
Lengths are in metres

Sheet 10 of 10 Sheets

Subdivision of Lot 13 in Deposited Plan 1182245
covered by Council Clerk's Certificate No. 35/13

11. If a term or condition of this instrument is or becomes invalid or unenforceable, the remaining terms and conditions shall be valid to the fullest extent permitted by law.
12. Any release, variation or modification of any easement, restriction on use or covenant in this instrument must be effected in all respects at the expense of the person seeking the release, variation or modification.

EXECUTED by GAINSPLEY PTY LTD
ACN 128 360 403 in accordance
with section 127 of the Corporations
Act 2001


Eric Pedley Freeman, Director


Sarah Louise Freeman, Director

**EXECUTED by CHINCOGAN
DEVELOPMENT PTY LTD**
ACN 130 256 722 as mortgagee in
accordance with section 127 of the
Corporations Act 2001


Director

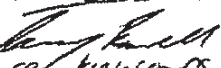

Director/Secretary

EXECUTED by
Eric Pedley Freeman and
Sarah Louise Freeman as mortgagee
Under Dealing No. AH315564


Eric Pedley Freeman


Sarah Louise Freeman

WITNESSED BY


Anthony James Forrester
80 KIRKLANDS LANE
FERNSIDE

**EXECUTED by COMMONWEALTH BANK
OF AUSTRALIA TRADING AS BANKWEST**
ABN: 48 123 123 124 by its duly
constituted attorney under power
of attorney no. 714627328

By its attorney:



Signature
ELIZABETH ANNE BULL
Name
RELATIONSHIP MANAGER
Title

Dated 7th August 2012 who at the date
hereof had no notice of revocation of such
power of attorney in the presence of:


An Officer of the Bank

Witness name BAYNTAM

DP1190345

REGISTERED



5.12.2013


Authorised Person
Byron Shire Council

Certificate No: 20260601
Date: 21/04/2026
Receipt No: BSCCERT-17156
Your Reference: 26146

InfoTrack
ecertificates@infotrack.com.au



**PLANNING CERTIFICATE PURSUANT TO
SECTION 10.7(2) ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979**

Property: 69 Tuckerroo Avenue MULLUMBIMBY NSW 2482
Description: LOT: 59 DP: 1202269
Parish: Mullumbimby
County: Rous
Parcel No: 267595

1 Names of relevant planning instruments and DCPs

- (1) The name of each environmental planning instrument and development control plan that applies to the carrying out of development on the land.**

Byron Local Environmental Plan 2014

State Environmental Planning Policies – refer to Annexure 1

State Environmental Planning Policy (Resilience and Hazards) 2021: Chapter 2 – Coastal Management (whole of lot)

Byron Shire Development Control Plan (DCP) 2014

- (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.**

Draft State Environmental Planning Policies – refer to Annexure 1

Planning Proposals – refer to Annexure 2.



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 —
 - (iii) may be carried out without development consent, and
 - (iv) may not be carried out except with development consent, and
 - (v) 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 situated on the land.

BYRON LOCAL ENVIRONMENTAL PLAN 2014

2(a) – (b) Land zoning & permissibility of development

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 protection works; Home-based child care; Home occupations

3 Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Business identification signs; Centre-based child care facilities; Dual occupancies; Dwelling houses; Group homes; Health consulting rooms; Home industries; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Pond-based aquaculture; Respite day care centres; Roads; Secondary dwellings; Seniors housing; Tank-based aquaculture; Any other development not specified in item 2 or 4

4 Prohibited

Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Biosolids treatment facilities; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Car parks; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Entertainment facilities; Exhibition villages; Extractive industries; Farm buildings; Forestry;

Freight transport facilities; Function centres; Health services facilities; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Jetties; Local distribution premises; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Passenger transport facilities; Public administration buildings; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Research stations; Residential accommodation; Residential care facilities; Restricted premises; Rural industries; Service stations; Sewage treatment plants; Sex services premises; Signage; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water recycling facilities; Water supply systems; Wharf or boating facilities; Wholesale supplies

Regard must be had for other clauses in Byron Local Environmental Plan 2014, which may affect the purpose for which development may be carried out.

- 2(c) No additional permitted uses apply to the land.
- 2(d) The dimensions of the land have no bearing as to whether or not a dwelling-house may be erected on the land. Further information in regard to whether a dwelling-house is permissible with the consent of council is contained in Section 10.7(5) of this certificate (if applied for).
- 2(e) The land is not in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*
- 2(f) The land is not in a conservation area
- 2(g) An item of environmental heritage is not situated on the land

3 Contributions

- (1) **The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.**
- (2) **If the land is in a region within the meaning of the Act, Division 7.1, Subdivision 4—**
 - (a) **the name of the region, and**
 - (b) **the name of the Ministerial planning order in which the region is identified.**
- (3) **If the land is in a special contributions area to which a continued 7.23 determination applies, the name of the area.**
- (4) **In this section—**
 - continued 7.23 determination* means a 7.23 determination that—**
 - (a) **has been continued in force by the Act, Schedule 4, Part 1, and**
 - (b) **has not been repealed as provided by that part.**

Note—

The Act, Schedule 4, Part 1 contains other definitions that affect the interpretation of this section.

- (1) Applications lodged after 21 November, 2001 and prior to 1 January 2013 are subject to contributions levied in accordance with the Byron Shire Council Section 94 Development Contributions Plan 2005 (incorporating Amendment No 1) for community facilities, open space, roads, car parking, cycleways, civic and urban improvements,

shire support facilities and administration. The Byron Shire Council Section 94 Development Contributions Plan 2005 (incorporating Amendment No 1) remains in force for the purposes of collection of contributions levied under its terms.

Applications lodged after 1 January 2013 are subject to contributions levied in accordance with the Byron Shire Developer Contributions Plan 2012 (Amendment No 2). The plan is split into two parts, Part A being the Byron Section 94 plan that applies to all residential development and Part B being the Byron Section 94A plan that applies to all non residential development.

- (2) The land is not in a region within the meaning of the Act, Division 7.1, Subdivision 4.
- (3) The land is not in a special contributions area to which a continued 7.23 determination applies.

4 Complying Development

- (1) **If the land is land on which complying development may be carried out under each of the complying development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of that Policy, clause 1.17A (1) (c) - (e), (2), (3) or (4), 1.18(1)(c3) or 1.19.**
- (2) **If complying development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.**
- (4) **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.**
- (5) **If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.**

Complying development under General Housing Code

Complying development may be carried out on any part of the land.

Complying development under Low Rise Housing Diversity Code

Complying development generally may be carried out on any part of the land due to the zoning of the land (please refer to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 – Part 3B Low Rise Housing Diversity Code for specific requirements).

Complying development under Pattern Book Development Code

Because of the provisions of Clauses 3BA.6(b) and 3BA.3(7)(a) of SEPP (Exempt & Complying Development Codes) 2008, complying development may not be carried out on any part of the land due to the land being:

- a flood control lot.
- less than 800 square meters in area.

Complying development under the Greenfield Housing Code

Complying development may not be carried out on any part of the land due to the land not being within the Greenfield Housing Code Area.

Note:

From 6 July 2021 Complying Development on Greenfield Housing sites may only take place under the Greenfield Housing Code and not the Housing Code.

Complying development under the Rural Housing Code

Complying development may not be carried out on any part of the land due to the zoning of the land.

Complying development under the Agritourism and Farm Stay Accommodation Code

Complying development may not be carried out on any part of the land due to the zoning of the land.

Complying development under the Industrial and Business Buildings Code

Complying development may not be carried out on any part of the land due to the zoning of the land.

Complying development under the Container Recycling Facilities Code

Complying development may not be carried out on any part of the land due to the zoning of the land.

Complying development under the General Development Code and Housing Alterations Code

Complying development may be carried out on any part of the land.

Complying development under the Industrial & Business Alterations Code, Subdivision Code, Demolition Code and Fire Safety Code

Complying development may be carried out on any part of the land.

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.

Exempt development may be carried out on the land.

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

- (1)** The council is not aware of any affected building notice (within the meaning of Part 4 of the *Building Products (Safety) Act 2017*) that is in force with respect to the land.
- (2)** Council is not aware of any outstanding notice of intention to make a building product rectification (within the meaning of the *Building Products (Safety) Act 2017*) having been given with respect to the land.

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.

BYRON LOCAL ENVIRONMENTAL PLAN 2014

No provision is made for acquisition of the land.

PROPOSED ENVIRONMENTAL PLANNING INSTRUMENT

Not applicable.

8 Road widening and road realignment

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

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

Not affected

(b) any environmental planning instrument, or

Not affected

(c) any resolution of the council

Not affected

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.**

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.**

The land or part of the land is between the flood planning area and the probable maximum flood boundaries and subject to flood related development controls for the following types of development:

- (a) caravan parks,
- (b) correctional centres,
- (c) emergency services facilities,
- (d) group homes,
- (e) hospitals,
- (f) residential care facilities,
- (g) tourist and visitor accommodation.

- (3) **In this section—**

flood planning area has the same meaning as in the Flood Risk Management Manual.

Flood Risk Management Manual means the *Flood Risk Management Manual*, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.

probable maximum flood has the same meaning as in the Flood Risk Management Manual.

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.

- (a) The land is affected by a policy adopted by the council or another public authority and notified to the council that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soil and any other risk (other than flooding) known as:

Contaminated Land Management Policy 2024.

- (b) The land is not affected by a policy adopted by another public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council that restricts the development of the land

because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulfate soil and any other risk (other than flooding).

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.**

None of the land is bush fire prone land.

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 does not include any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) that are listed on the register that is required to be maintained under that Division.

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*.

The land is not proclaimed to be a mine subsidence district.

14 Paper subdivision information

- (1) The name of a development plan adopted by a relevant authority that —**
 - (a) applies to the land, or**
 - (b) that is proposed to be subject to a ballot.**
- (2) The date of any subdivision order that applies to the land.**

Words and expressions used in this section have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7.

- (1) Not applicable.**
- (2) Not applicable.**

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.

A property vegetation plan under the *Native Vegetation Act 2003* or private native forestry plan under the *Local Land Services Act 2013* does not apply to the land.

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.

The land is not a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*

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.

The land is not biodiversity certified land

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).

An order under the *Trees (Disputes Between Neighbours) Act 2006* has not been made.

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.

Council is not aware of such a consent.

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 Policy, clause 19, 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.

State Environmental Planning Policy (Precincts—Western Parkland City) 2021 does not apply to the land.

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).

Council is not aware of any development consent conditions under *State Environmental Planning Policy (Housing) 2021*, Chapter 3, Part 5 that would apply to the land

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*.**

- (1) Council is not aware of any current site compatibility certificate (affordable rental housing) in respect of proposed development on the land.

- (2) No terms referred to in clause 21(1) or 40(1) of *State Environmental Planning Policy (Housing) 2021* have been imposed as conditions of consent to a development application in respect of the land

- (3) No terms referred to in clause 17(1) or 37(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 have been imposed as conditions of consent to a development application in respect of the land.

23 Water or sewerage services

Whether water or sewerage services are, or are to be, provided to the land under the *Water Industry Competition Act 2006*.

Note—

A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the *Water Industry Competition Act 2006*, a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licences necessary for the provision of water or sewerage services under the *Water Industry Competition Act 2006* is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the *Water Industry Competition Act 2006* become the responsibility of the purchaser.

Council is not aware of any water or sewerage services provided to the land under the *Water Industry Competition Act 2006*.

24 Special entertainment precincts

Whether the land or part of the land is in a special entertainment precinct within the meaning of the *Local Government Act 1993*, section 202B.

The land is not in a special entertainment precinct.

25 Interim development in future infrastructure corridors

If *State Environmental Planning Policy (Transport and Infrastructure) 2021*, section 4.7A applies to the land, a condition of a development consent granted in relation to the land that is a condition of the concurrence granted by Transport for NSW under that section.

State Environmental Planning Policy (Transport and Infrastructure) 2021, section 4.7A does not apply to the land.

NOTE: 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 – 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 – 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 – if it is the subject of such an approved proposal at the date when the certificate was issued,
- (d) that the land to which the certificate relates is subject to an ongoing maintenance order – 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 - if a copy of such a statement has been provided at any time to the local authority issuing the certificate.

- (a) The land (or part of the land) **is not** significantly contaminated as at the date this certificate is issued.
- (b) The land **is not** subject to a management order as at the date this certificate is issued.
- (c) The land **is not** the subject of an approved voluntary management proposal as at the date this certificate is issued.
- (d) The land **is not** subject to an ongoing maintenance order as at the date this certificate is issued.
- (e) The land **is not** the subject of a site audit statement as at the date this certificate is issued.

Note: Absence of notification from the EPA under Section 59 of the Contaminated Land Management Act 1997 does not necessarily mean that the land is not subject to some type of contamination

The answer given above only relates to "significantly contaminated" land as defined under the Contaminated Land Management Act 1997. If Council holds sufficient information about whether or not land is contaminated land (as defined under Schedule 6 of the Environmental Planning and Assessment Act 1979), this information will be given in the 10.7(5) certificate

Any statement made or information given in this certificate does not relieve the property owner of obtaining Council's approval required under the Local Government Act 1993, the Environmental Planning & Assessment Act 1979 as amended, or any other Act.

For information relating to Dwelling Entitlement, Contaminated Land, Burials on Private Land, Biodiversity Conservation Agreements, Affordable Housing Contribution Scheme, Voluntary House Purchase Scheme or Registered Planning Agreement please apply for a Section 10.7(2)&(5) Certificate to confirm if any of these matters apply to the land.

Mark Arnold
General Manager



Per

**State Environmental Planning Policies and Draft State Environmental Planning Policies
applicable to land within Byron Shire**

SEPP TITLE	LAND AFFECTED
State Environmental Planning Policy (Resilience and Hazards) 2021	Applies to the State (unless otherwise noted in the SEPP)
State Environmental Planning Policy (Biodiversity and Conservation) 2021	Applies to the State (unless otherwise noted in the SEPP)
State Environmental Planning Policy (Industry and Employment) 2021	Applies to the State (unless otherwise noted in the SEPP)
State Environmental Planning Policy No 65 — Design Quality of Residential Apartment Development	Applies to the State (unless otherwise noted in the SEPP)
State Environmental Planning Policy (Building Sustainability Index: Basix) 2004	Applies to the State (unless otherwise noted in the SEPP)
State Environmental Planning Policy (Resources and Energy) 2021	Applies to the State (unless otherwise noted in the SEPP)
State Environmental Planning Policy (Transport and Infrastructure) 2021	Applies to the State (unless otherwise noted in the SEPP)
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008	Applies to the State (unless otherwise noted in the SEPP)
State Environmental Planning Policy (Planning Systems) 2021	Applies to the State (unless otherwise noted in the SEPP)
State Environmental Planning Policy (Primary Production) 2021	Applies to the State (unless otherwise noted in the SEPP)
State Environmental Planning Policy (Housing) 2021	Applies to the State (unless otherwise noted in the SEPP) ¹
State Environmental Planning Policy (Sustainable Buildings) 2022	Applies to the State (unless otherwise noted in the SEPP)

¹ **State Environmental Planning Policy (Housing) 2021: Section 112 Exempt development — non-hosted short-term rental accommodation** provisions for Byron Shire local government area (LGA)

Under the exempt development pathway for STRA, [State Environmental Planning Policy \(Housing\) 2021](#) prescribes a 60-day non-hosted STRA cap for most of Byron Shire LGA, with the exception of two 365-day mapped precincts in and around Byron Bay Town Centre and at Brunswick Heads. These 365-day precincts [are mapped in the Housing SEPP](#)

The 60-day non-hosted STRA cap provisions came into effect on 23 September 2024 and include a maximum 12-month transition period for the community and industry to prepare, depending on the STRA property's registration date.

The new 60-day non-hosted STRA cap applies to:

- all new registrations from 23 September 2024
- existing STRA dwellings from the next renewal date that takes place on or after 23 September 2024.

These provisions apply to all non-hosted STRA dwellings located outside of the two 365-day mapped precincts.

**DRAFT STATE ENVIRONMENTAL PLANNING POLICIES PLACED ON EXHIBITION
PURSUANT TO SCHEDULE 2(1)(2) OF THE ENVIRONMENTAL PLANNING & ASSESSMENT
REGULATION 2021**

**DRAFT LOCAL ENVIRONMENTAL PLAN/S AND DRAFT DEVELOPMENT CONTROL PLAN/S
No/S PLACED ON EXHIBITION PURSUANT TO SCHEDULE 2(1)(2) OF THE
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021**

26.2024.7.1 – Amendment to Byron LEP 2014 - Planning Proposal relating to 32 Grays Lane Tyagarah. The objective of this planning proposal is to permit a dwelling on the site with development consent. There is an existing unauthorised dwelling on the site and the site does not have a dwelling entitlement.

26.2021.4.1 – Amendment to Byron LEP 2014 - Planning Proposal to rezone land at 268 Ewingsdale Road, Byron Bay from RU2 Rural Landscape to E4 General Industrial, C2 Environmental Conservation and C3 Environmental Management.

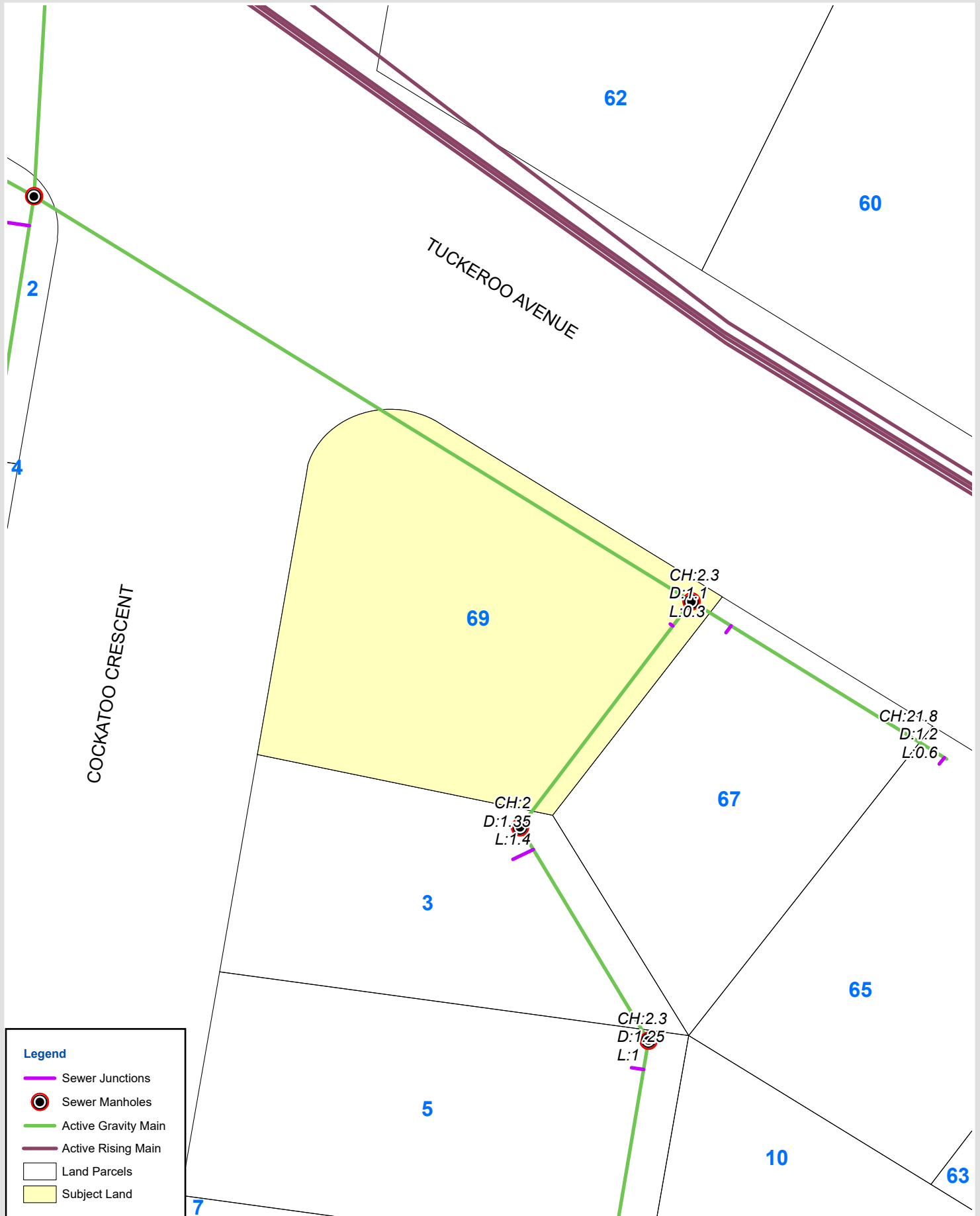
26.2025.4.1 – Amendment to Byron LEP 2014 – Planning Proposal comprising a number of policy related and mapping amendments. The amendments are generally ‘housekeeping’ in nature and address several unrelated parts of the LEP. The objective of this planning proposal is to ensure that planning controls are current, correct and fit for purpose to meet community expectations. The proposal includes the following heritage items: A new heritage item, an historic timber cottage will apply to Part Lot 86 DP 755722 for heritage item I196, A new heritage item, an historic farmhouse will apply to Part of Lot 2 DP 869145 for new heritage item I198, A new heritage item will apply to: Lots 12 & 13 DP 6041 for heritage item I197. The Planning proposal is on exhibition until March 8 2026.

Proposed amendments to the DCP 2014 Chapters D1-D4 seek to include an All-Electric Development (No Gas) requirement for new buildings in the Shire.

Draft DCP Chapter for the Former Mullumbimby Hospital Site - the proposed amendments to the DCP 2014 include a Draft Chapter E12 which seeks to provide site-specific provisions for the land identified as the Former Mullumbimby Hospital Site, 1-3 Azalea Street Mullumbimby.

Sewer Location Plan

LOT: 59 DP: 1202269 69 Tuckeroo Avenue MULLUMBIMBY NSW 2482



Legend

- Sewer Junctions
- Sewer Manholes
- Active Gravity Main
- Active Rising Main
- Land Parcels
- Subject Land

WARNING

The boundaries of the land represented on this plan are the approximate locations of fence lines or other boundary markers at the time of preparation of the plan. The intent of this plan is to show only the approximate location of sewerage pipes by reference to buildings, fences or other boundary markers and not by reference to surveyed boundaries. The plan should not be relied on for any purpose other than to identify the approximate location of sewerage pipes. A Registered Surveyor should check the property boundaries. Accordingly Council can accept no liability for any loss or claim by any person relying on this plan for any reason other than that stated above.
Note: The information shown on this map is a copyright of the Byron Shire Council and the NSW Department of Lands.