

# Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	<b>Lorimer Estate Agents trading as Lorimer Real Estate Pty Ltd</b> Suite 12 Level 2/14-16 Suakin Street, Pymble, NSW 2073	<b>Mobile:</b> <b>Ref: Duncan Edmonds Lorimer - 0400 844 412</b>
co-agent		
vendor	<b>Adam Lorimer</b> 689 Federal Drive, Federal, NSW 2480	
vendor's solicitor	<b>Castrikum Adams Legal Pty Ltd t/a Bangalow Conveyancing</b> Suite 2, 5 Lismore Road, Bangalow NSW 2479 PO Box 138, Bangalow NSW 2479	<b>Phone: 02 6687 0548</b> <b>Email: fleur@castrikumlegal.com.au</b> <b>Fax: 02 6678 0352</b> <b>Ref: MLC:FR:261503</b>
date for completion land (address, plan details and title reference)	<b>28th day after the contract date</b> <b>8 Dent Street, Cumbalum, New South Wales 2478</b> <b>Registered Plan: Lot SP Plan SP 106062</b> <b>Folio Identifier SP/106062</b>	(clause 15)
improvements	<input type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input type="checkbox"/> air conditioning <input checked="" type="checkbox"/> clothes line <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input checked="" type="checkbox"/> blinds <input type="checkbox"/> curtains <input checked="" type="checkbox"/> insect screens <input checked="" type="checkbox"/> solar panels <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input checked="" type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input type="checkbox"/> TV antenna <input checked="" type="checkbox"/> other: smoke alarm, ducted aircon
exclusions	
purchaser	
purchaser's solicitor	
price deposit balance	_____ (10% of the price, unless otherwise stated)
contract date	(if not stated, the date this contract was made)

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

**GST AMOUNT** (optional) The price includes GST of: \$  
 buyer's agent

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

## SIGNING PAGE

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

**Choices**

- Vendor agrees to accept a **deposit-bond**  NO  yes
- Nominated *Electronic Lodgment Network (ELN)*** (clause 4) PEXA
- 
- Manual transaction** (clause 30)  NO  yes  
(if yes, vendor must provide further details, including any applicable exemption, in the space below):

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

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

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

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

- Purchaser must make an **GSTRW payment** (GST residential withholding payment)  NO  yes (if yes, vendor must provide details)

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

## List of Documents

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

**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:
 

<p>Australian Taxation Office          County Council          Department of Education          Department of Planning, Housing and Infrastructure          Department of Primary Industries and Regional Development          Electricity, gas and telecommunications          Homes NSW</p>	<p>Local Council          Local Land Services          NSW Fair Trading          NSW Public Works          Owner of adjoining land          Privacy          Subsidence Advisory NSW          Transport agencies          Water, sewerage or drainage authority</p>
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If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. 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 – <ul style="list-style-type: none"> <li>● the issuer;</li> <li>● the expiry date (if any); and</li> <li>● the amount;</li> </ul>
<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 <sup>th</sup> if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<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 *servicing* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within 21 days* after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within 21 days* after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.

## 6 Error or misdescription

- 6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

## 7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within 14 days* after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within 1 month* of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within 3 months* after completion, the claims lapse and the amount belongs to the vendor.

## 8 Vendor's rights and obligations

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

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *servicing* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

## 9 Purchaser's default

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

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

## 10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

## 11 Compliance with work orders

- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

## 12 Certificates and inspections

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

**20 Miscellaneous**

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

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

8 DENT CRES, CUMBALUM 2478

## **SPECIAL CONDITIONS**

**These are the Special Conditions to the Contract for the Sale and Purchase of Land 2022.**

**Property: 261503 I Lorimer | Proposed Sale of 8 Dent Street, Cumbalum 2478**

The terms and conditions of the printed Contract (pages 4 to 19 are deemed to be included in the Contract) to which these Special Conditions are annexed shall be read subject to these Special Conditions. If there is a conflict between the printed Contract and these Special Conditions, then these Special Conditions shall prevail. In the interpretation of these Special Conditions words importing the singular number or plural number shall include the plural number and singular number respectively and words importing any gender shall include any other gender.

### **1. Amendments to the Standard Contract**

Notwithstanding any other provision in this Contract to the contrary the printed form of Contract is amended as follows:

- (a) Clause 29.2 - delete "42 days" and insert "30 days".
- (b) Clause 29.7.3 - delete "21 days" and insert "14 days".
- (c) Clause 29.8.3 - delete "21 days" and insert "14 days".

### **2. Whole Agreement**

Notwithstanding any other provision of this Contract, the parties agree that this Contract contains all promises, representations, warranties or undertakings made or given in relation to the Property. The parties further agree that no promise, representation, warranty, undertaking or condition shall be deemed to be implied in this Contract 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 date of this Contract. The existence of any such implication or collateral or other agreement is hereby expressly negated.

### **3. Trade Practice Exclusion, Condition Warranty Exclusion**

It is hereby acknowledged that:

- (a) The Purchaser has not been induced to enter into this Contract by any statement made or given by or on behalf of the Vendor.
- (b) The Purchaser has relied entirely upon suitable enquiries and inspection as to the condition of the Property before entering into this Contract.
- (c) The Property is purchased in its present state and condition.

AND the Purchaser agrees not to rescind, make any objection requisition or claim for compensation in relation to any of the foregoing matters.

#### 4. Notice to Complete

- (a) It is hereby expressly agreed and declared that at any time after the expiration of the time for completion as set out herein either party shall be entitled to serve upon the other a Notice to Complete this Contract requiring the other to complete the same within not less than 14 days after the date of such Notice and making such time for completion of the essence of the Contract and both parties acknowledge that any notice so given by either party shall be valid for all purposes both at Law and in Equity and that the time for completion of the Contract shall be reasonable and the person receiving such notice shall not be entitled to make any objection thereto and if the person receiving such notice shall fail to comply with the same the person giving such notice shall forthwith be entitled to rescind this Contract BUT PROVIDED ALWAYS that the person giving such notice shall be at liberty at any time to withdraw the said notice without prejudice to his continuing right to give any further such notice.
- (b) In the event that:
- (i) the Vendor is to issue a Notice to Complete to the Purchaser; or
  - (ii) the Purchaser fails to complete the Contract on the completion date, through no fault or delay on the part of the Vendor; or
  - (iii) provided there is no fault on the part of the Vendor:
    - (a) the Vendor or the Vendor's mortgagee is required to recalculate either the sum required to discharge the mortgage or the settlement figures; or
    - (b) the completion address is to be other than as nominated by either the Vendor's outgoing mortgagee or the Vendor's Solicitor; or
    - (c) the Vendor's mortgagee makes an additional charge to the Vendor because of a variation of the completion date,then the Purchaser shall allow, as an adjustment ("the adjustment") on completion in the sum of \$440.00 inc GST (to cover, legal costs and other expenses incurred as a consequence of the delay, as a genuine pre estimate of those additional expenses), for each time any of the above occurs of the abovementioned events, in addition to any interest payable by the Purchaser to the Vendor under this Contract for late completion by the Purchaser. The obligation to pay the adjustment is an essential term of this agreement and the Vendor is under no obligation to complete this agreement unless the adjustment provided for in this special condition has been paid.

#### 5. Interest Payable for Delay in Completion

If the Purchaser shall not complete this purchase by the completion date, without default by the Vendor, the Purchaser shall pay to the Vendor on completion, in addition to the balance purchase money, an amount calculated as ten per cent (10%) interest on the balance purchase money, computed at a daily rate from the day immediately after the date for completion to the day on which this sale actually is completed. It is agreed that this amount is a genuine pre-estimate of the Vendor's loss of interest for the purchase money and liability for rates and outgoings.

## **6. Claims by Purchaser**

- (a) Notwithstanding any other provision in this Contract to the contrary, the words "5% of the price" shall be deleted from sub-clause 7.1.1 and replaced with the words "five hundred dollars (\$500.00)".
- (b) Notwithstanding the provisions of Clauses 6 and 7, the parties expressly agree that any claim for compensation and/or any objection by the Purchaser shall be deemed to be a requisition for the purposes of Clause 8 entitling the Vendor to rescind this Contract.
- (c) Clause 8.1 – delete the words “on reasonable grounds” and replace them with “at the Vendor’s absolute discretion”.

## **7. Alterations to Contract**

Each party hereof their legal representative (whether a solicitor or conveyancer) or any employee of that legal representative up until the date of this Contract to make alterations to this Contract including the addition of annexures after execution up until the date of this Contract and any such alterations shall be binding upon the party deemed hereby to have authorised the same and any annexure so added shall form part of this Contract as if same was annexed prior to the Contract being executed.

## **8. Indemnity against Commission**

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

## **9. Purchase Acknowledgments**

- (a) Notwithstanding anything contained herein the Purchaser shall take title subject to the existing water, sewerage, drainage, gas, electricity and other installations and services and shall not make any objection thereto or make any requisitions or claim for any compensation in respect thereof on the ground that any connection passes through any other Property or that any connection to any other Property passes through the Property hereby sold.
- (b) The Purchaser acknowledges and warrants that it has satisfied itself with its own enquires, information, knowledge and judgement concerning the Property, the Land and its boundaries, its fencing and all other improvements making up the Property, and Purchases the Property:
  - (i) In its present condition, location, state of repair and/or approval;

- (ii) Subject to all defects latent and patent;
  - (iii) Subject to any infestations and dilapidation;
  - (iv) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the Property; and
  - (v) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.
- (c) The Purchaser agrees not to seek to terminate, rescind or make any objection requisition or claim for compensation or require the Vendor to do anything about the state of such items or matters arising from the Purchaser's acknowledgment in this clause and shall remain at all times the Purchaser's risk.

#### **10. Searches and enquiries**

Prior to making this Contract, the Purchaser shall be deemed to have made all necessary enquiries regarding any of the matters referred to in Schedule 1 of the *Conveyancing (Sale of Land) Regulations 2017* (NSW) and the manner in which the land may or may not be affected thereby and, without limiting the generality hereof, any other restriction or prohibition whether statutory or otherwise as to the permitted developments on the Property or the use to which the Property may be put AND the Purchaser cannot make a claim or objection or requisition about such matters.

#### **11. Sewer Diagram**

- (a) The Vendor discloses and the Purchaser acknowledges that attached are copies of all documents received from the sewer authority on the vendor's application for a sewer diagram (Sewer Document(s)) and that the Vendor is unable to state with any certainty that the Sewer Document(s) comprise either of the documents described under box 8 or 9 under the List of Documents on page 4 of this Contract.
- (b) The Purchaser shall raise no objection, requisition or claim for compensation, nor delay completion or have a right of rescission or termination in the event that the Sewer Document(s) are not as described in the List of Documents nor that the diagrams as described under boxes 8 or 9 are not available from the sewer authority.

#### **12. Exchange by Email or PDF Contract**

- (a) 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.
- (b) 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 solicitors shall constitute a valid and binding execution of this Contract by such party or parties.
- (c) The parties agree to the use of electronic signatures as a valid form of execution.

- (d) For the purposes of the *Electronic Transactions Act 1999* (Cth) and *Electronic Transactions Act 2000* (NSW) (or the appropriate Act as amended) each of the parties consents to receiving and sending the Contract electronically.
- (e) No original documents will be sent via post unless it is requested in writing and at the cost of the party requesting the original document.

### **13. Electronic Settlement**

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

### **14. Electronic Signatures**

- (a) The parties agree to accept, for the purposes of exchange of Contract, signatures by either the Vendors or Purchasers which are provided by way of photocopy, email or any other form of electronic signatures.
- (b) The parties agree that the exchange of Contract as set out in Special Condition 12 above shall constitute a valid and binding Contract between parties and that the original signed front page of the Contract is not required to be provided by the other party.

- (c) The parties agree that they shall not make any requisition, objection, claim or delay completion due to the manner of execution of this Contract as at the exchange date nor the original signed front page of the Contract being provided between exchange and completion.
- (d) Where the Contract is signed electronically, the parties agree and accept that where a witness is required, that the Contract has been witnessed remotely under Part 2B of the *Electronic Transactions Act 2000* (NSW).

## **15. Inclusions**

The Vendor hereby discloses, and the Purchaser acknowledges and agrees that the Vendor gives no warranty whatsoever as the state of repair, condition or fitness for purpose of any item listed in the inclusions and the Purchaser will take title to all such listed items subject to all and any defects which exist on completion. In particular, the Vendor does not warrant that any such listed item will be in good working order on completion.

## **16. Requisitions**

- (a) The Purchaser acknowledges that the Vendor has no knowledge of matters which occurred before taking possession of the Property which is the subject of this sale.
- (b) The Purchaser cannot make any requisitions under, or in connection with, this Contract other than a requisition concerning title to the Property.
- (c) Despite anything in the Contract or under the general law, the Purchaser agrees that the form of Requisitions on Title which shall be submitted pursuant to printed condition 5 of the Contract shall only be in the form annexed hereto and marked "A".

## **17. Order on Agent**

It is an essential term of this Contract that the Purchaser (or their representative) must upload the Order on the Agent to the PEXA Workspace which is to be sent to the Vendor (or their representative) and the Agent at settlement, via the PEXA Workspace.

## **18. Adjustments**

The parties agree to adjust all usual outgoings and all amounts under the Contract on settlement, however, if any amount is incorrectly calculated, overlooked or an error is made in such calculations the parties agree to correct such error to reimburse each other accordingly after settlement. This clause shall not merge on completion.

## **19. FIRB**

The Purchaser indemnifies the Vendor against all liability, loss, damage and expenses the Vendor may suffer or incur as a direct or indirect consequence of a breach of the promise contained in clause 22.1.

## **20. Fencing**

The Purchaser cannot make a claim, objection or requisition or rescind or terminate if it should be found that any boundary of the Property be not fenced or that any boundary wall or fence on any other part of the Property shall not be upon or within such boundary.

## **21. Death or Incapacity**

(a) If a party to this Contract is an individual who before completion:

- (i) dies; or
- (ii) becomes mentally incapacitated.

then either party may rescind this Contract by serving notice on the other party and the provisions of Clause 19 shall apply.

(b) Where the Purchaser is a corporation and before completion:

- (i) enters into a scheme of arrangement with its creditors; or
- (ii) has a summons or application presented or an order made for its winding up; or
- (iii) has an administrator, official manager, liquidator or receiver appointed over the whole or part of its assets,

then the Purchaser shall be deemed to be in default under this Contract and the Vendor shall be entitled to terminate.

## **22. Smoke alarms**

The Vendor warrants that the smoke alarms installed comply with Australian Standard AS 3786.

## **23. Release of Deposit**

- (a) The Purchaser agrees and acknowledge that by their execution of this Contract they irrevocably authorise the Vendor's agent to release to the Vendors such part of the deposit moneys as the Vendors shall require to use for the purpose of a deposit on any piece of real estate that the Vendors negotiate to purchase between the date hereof and the date of settlement hereof.
- (b) The Vendor warrants that the deposit will be held in the trust account of either another solicitor or real estate agent as stakeholder.
- (c) The Vendor will not authorise the use or release of the deposit should it be requested by another party to be used as a deposit on any other Property.

## **24. COVID-19**

If any event, matter or circumstance occurs, including but not limited to introduction of legislation by any level of government unless that legislation specifically states that the legislation cannot be Contracted out of, in connection with the Coronavirus (Covid-19) and/or any other Epidemic, Pandemic or outbreak of infectious disease or any derivative, mutation or

strain of such viruses, or the threat or perceived threat of any of these then the party affected cannot terminate or delay requirement in the Contract nor shall they be entitled to reduced payments and or abatement of payments required pursuant to the Contract due to the event, matter or circumstance. The Contract is not void or voidable due to that event, matter or circumstance nor should a term be implied into the Contract due to that event, matter or circumstance.

## **25. Strata Title Records**

- (a) The Vendor discloses and the Purchaser acknowledges that the books and records (“the records”) required to be kept pursuant to the *Strata Schemes Management Act 1996* and regulations there under in respects of the Property may not be complete or up-to-date. The Purchaser agrees that notwithstanding anything herein contained or implied completion hereof is not conditional upon the records being in existence and up-to-date as at the date of completion and that the Purchaser shall not be entitled to make any objection, requisition or claim for compensation in regard thereto or in relation to any irregularity or non-compliance with the provisions of the *Strata Schemes Management Act 1996* or any of the regulations thereunder.
- (b) Clause 23.13 and 23.14 of the standard conditions are deleted.

## **26. Strata Scheme**

- (a) The vendor specifically discloses and the purchaser acknowledges that:
  - (i) The strata scheme is self-managed by the lot owners;
  - (ii) The owners corporation is not properly constituted and/or operated in accordance with the requirements of relevant strata titles legislation;
  - (iii) Clauses 23.13, 23.14 and 23.15 are deleted;
  - (iv) The vendor is not required to and will not provide to the purchaser a certificate pursuant to section 184 of the *Strata Schemes Management Act 2015* or any of the regulations thereunder in respect of the property;
  - (v) there may be no shared expenses;
  - (vi) the owner of each lot in the strata scheme is responsible for maintenance and repairs within their respective lots.
- (b) The purchaser cannot make any objection, requisition, claim for compensation, terminate or delay completion in respect of any such deficiency or informality disclosed in this clause and may not require the establishment of strata records or the holding of formal meetings of the owners corporation.
- (c) This clause shall not merge on completion.

## **27. Owners Corporation First AGM**

The Purchaser acknowledges that, on completion and registration as proprietor of the Lot, the Purchaser will become a member of the Owners Corporation for Strata Plan No 106062 and will be bound by the by-laws and the *Strata Schemes Management Act 2015* (NSW). If the first annual general meeting of the Owners Corporation is held after completion, the Purchaser may attend that meeting in person or by proxy and participate as a member.

## **28. Unapproved Dwelling and / or Structure**

The Vendor discloses and the Purchaser acknowledges that **the deck** on the Property whilst compliant in height and size is not approved by Council or required authorities. The Vendor also discloses that it is built over the sewer easement. The Purchaser acknowledges these non-approvals and accepts these dwellings and structures in their current condition and state of repair as at the date of exchange of Contracts and that they cannot make any objection, requisition or claim for compensation or delay settlement in relation to this disclosure.

## **29. Solar Panels**

The parties agree as follows:

- (a) whether or not any benefits currently provided to the Vendor by agreement with the current energy supplier with respect to feed-in tariffs pass with the sale of this Property is a matter for enquiry and confirmation by the Purchaser.
- (b) the Purchaser agrees that they will negotiate with the current energy supplier or an energy supplier of their choice with respect to any feed-in tariffs for the electricity generated or any other benefits provided by the said solar panels and the Purchaser shall indemnify and hold harmless the Vendor against any claims for any benefits whatsoever with respect to the said solar panels.
- (c) the Vendor makes no representations or warranties with respect to the solar panels in relation to their condition, state of repair, fitness for the purposes for which they were installed, the in-put to the electricity grid or any benefits arising from any electricity generated by the said solar panels.

## **30. SolarPay Assignment**

Completion is conditional upon the Purchaser, Vendor and Stoddart Energy Systems Pty Ltd entering into a deed of assignment and novation of the SolarPay agreement (in the form annexed to this Contract) on or before 10 Business Days prior to Completion. If this condition is not satisfied by that time (other than due to the default of a party), either party may rescind this Contract by written notice, in which event the deposit is to be refunded to the Buyer in full and neither party has any further claim against the other.

## **31. Alternate Secondary Address Allocation**

The property Lot 555 DP 1257800 (before Strata Plan registration) was known as 6 Dent St. Ballina Shire Council allocated a secondary address for the easternmost dwelling to be 8 Dent St Cumbalum.

## **32. Guarantee for corporate purchaser**

In consideration of the vendor contracting with the corporate purchaser, the guarantor guarantees the performance by the purchaser of the purchaser's obligations under the contract and indemnifies the vendor against any loss suffered or costs incurred as a result of any default by the purchaser in its obligations under the contract. The guarantor is jointly and severally liable with the purchaser under the contract and the vendor can take action against the guarantor before, or at the same time as, taking action against the purchaser. This guarantee is binding on the guarantor, their executors, administrators, and assignees. If the vendor assigns any benefit under the contract then this guarantee is available to the assignee.

<p><b>SIGNED</b> by _____ )  the guarantor in the presence of: _____ )</p>	<p>_____ )  Signature</p>
<p>_____ )  Signature of witness</p>	
<p>_____ )  Print name of witness</p>	

.....  
.....

**Vendor**

.....  
.....

**Purchaser**

## **ANNEXURE "A"**

### **REQUISITIONS ON TITLE**

**Vendor: Adam Lorimer**

**Purchaser:**

**Property: 8 Dent Street, Cumbalum NSW 2478**

The following requisitions do not cover matters that are normally covered by pre contract enquiries, the law and the contract.

#### **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 responsible authorities and comply with their requirements?
- 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 advices, proposals, enquiries, notices, claims or disputes that might affect the property?

#### **If strata/community title**

- 1.** Has the initial period expired?
- 2.** Are there any proposed resolutions or proposed charges or levies not discoverable by inspection of the books of the owners corporation, the community, and precinct or neighbourhood associations?

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH  
-----FOLIO: 2/SP106062  
-----

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
31/3/2026	3:07 PM	1	6/3/2023

LAND  
-----LOT 2 IN STRATA PLAN 106062  
AT CUMBALUM  
LOCAL GOVERNMENT AREA BALLINAFIRST SCHEDULE  
-----

ADAM NICHOLAS LORIMER

SECOND SCHEDULE (2 NOTIFICATIONS)  
-----

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP106062
- 2 AR645178 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

NOTATIONS  
-----

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

## NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP106062

SEARCH DATE	TIME	EDITION NO	DATE
31/3/2026	3:07 PM	1	6/3/2023

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 106062  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT CUMBALUM  
LOCAL GOVERNMENT AREA BALLINA  
PARISH OF BALLINA COUNTY OF ROUS  
TITLE DIAGRAM SP106062

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 106062  
ADDRESS FOR SERVICE OF DOCUMENTS:  
6 DENT CRESCENT,  
CUMBALUM NSW 2478

SECOND SCHEDULE (19 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE RESIDENTIAL SCHEMES MODEL BY-LAWS CONTAINED IN THE STRATA SCHEMES MANAGEMENT REGULATION APPLICABLE AT THE DATE OF REGISTRATION OF THE SCHEME  
KEEPING OF ANIMALS - OPTION B HAS BEEN ADOPTED  
SMOKE PENETRATION - OPTION A HAS BEEN ADOPTED
- 3 AD399184 RESTRICTION(S) ON THE USE OF LAND
- 4 DP1237675 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (18) IN THE S.88B INSTRUMENT
- 5 DP1243041 EASEMENT TO DRAIN WATER 3 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 6 DP1243041 EASEMENT TO DRAIN WATER 4 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 DP1243041 EASEMENT FOR SUPPORT 2.5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 8 DP1252589 EASEMENT FOR SUPPORT 2.5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 9 DP1257800 EASEMENT TO DRAIN SEWAGE 4.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 10 DP1257800 EASEMENT TO DRAIN WATER 4.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 11 DP1257800 EASEMENT TO DRAIN WATER 4.5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED

END OF PAGE 1 - CONTINUED OVER

261503...

PRINTED ON 31/3/2026

SECOND SCHEDULE (19 NOTIFICATIONS) (CONTINUED)

- 12 DP1257800 EASEMENT FOR SUPPORT 2.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 13 DP1257800 EASEMENT FOR SUPPORT 2.5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 14 DP1257800 EASEMENT FOR SUPPORT 3.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 15 DP1257800 POSITIVE COVENANT REFERRED TO AND NUMBERED (10) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 16 DP1257800 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (12) IN THE S.88B INSTRUMENT
- 17 DP1257800 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (13) IN THE S.88B INSTRUMENT
- 18 DP1257800 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (14) IN THE S.88B INSTRUMENT
- 19 DP1257800 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (15) IN THE S.88B INSTRUMENT

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 40)

STRATA PLAN 106062

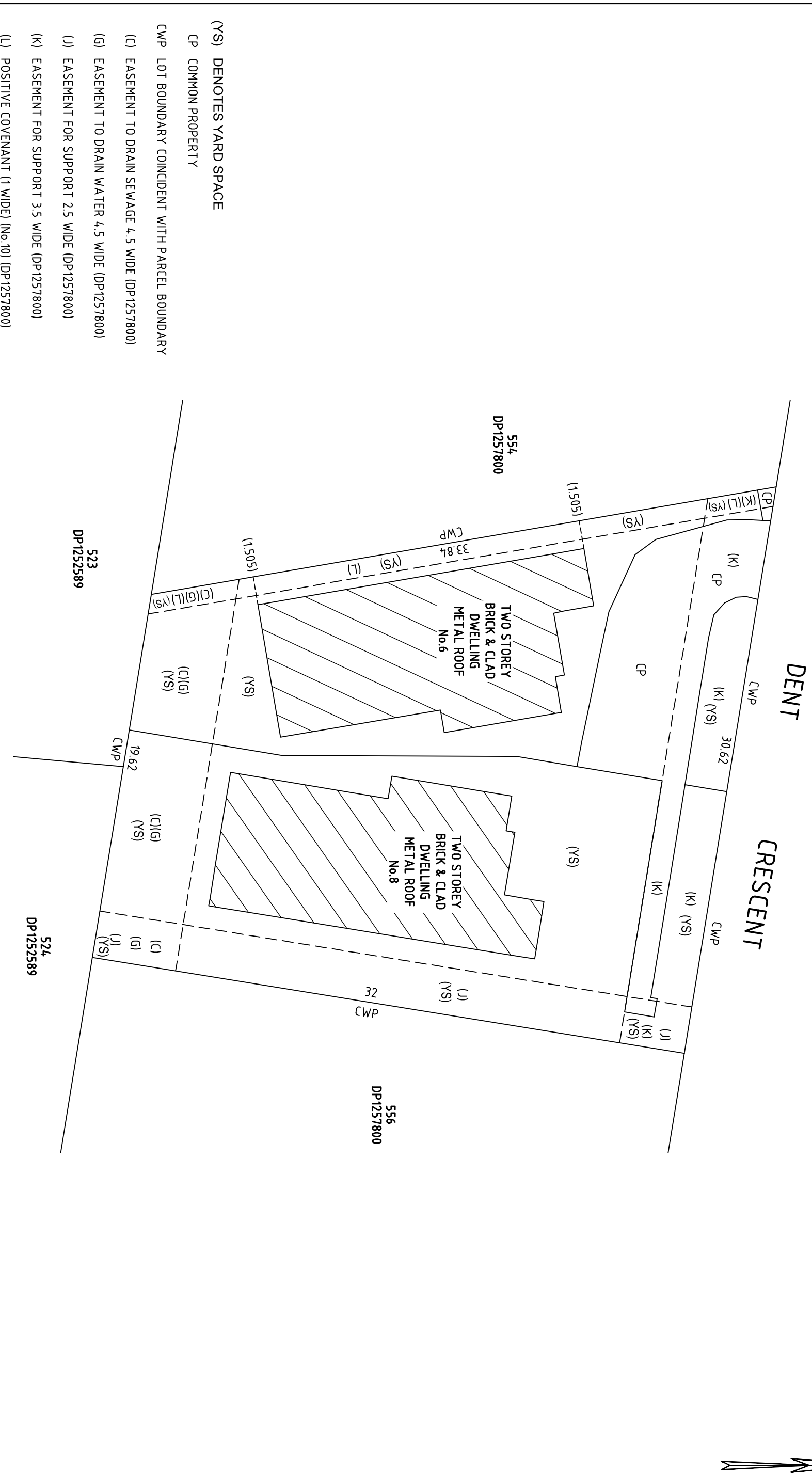
LOT	ENT	LOT	ENT
1	- 20	2	- 20

NOTATIONS

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

**LOCATION PLAN**



- (YS) DENOTES YARD SPACE
- CP COMMON PROPERTY
- CWP LOT BOUNDARY COINCIDENT WITH PARCEL BOUNDARY
- (C) EASEMENT TO DRAIN SEWAGE 4.5 WIDE (DP1257800)
- (G) EASEMENT TO DRAIN WATER 4.5 WIDE (DP1257800)
- (J) EASEMENT FOR SUPPORT 2.5 WIDE (DP1257800)
- (K) EASEMENT FOR SUPPORT 3.5 WIDE (DP1257800)
- (L) POSITIVE COVENANT (1 WIDE) (No.10) (DP1257800)

**SURVEYOR**  
 Name: SCOTT CROMMENTUYN  
 Date: 19 APRIL 2022  
 Reference: 22031-1C

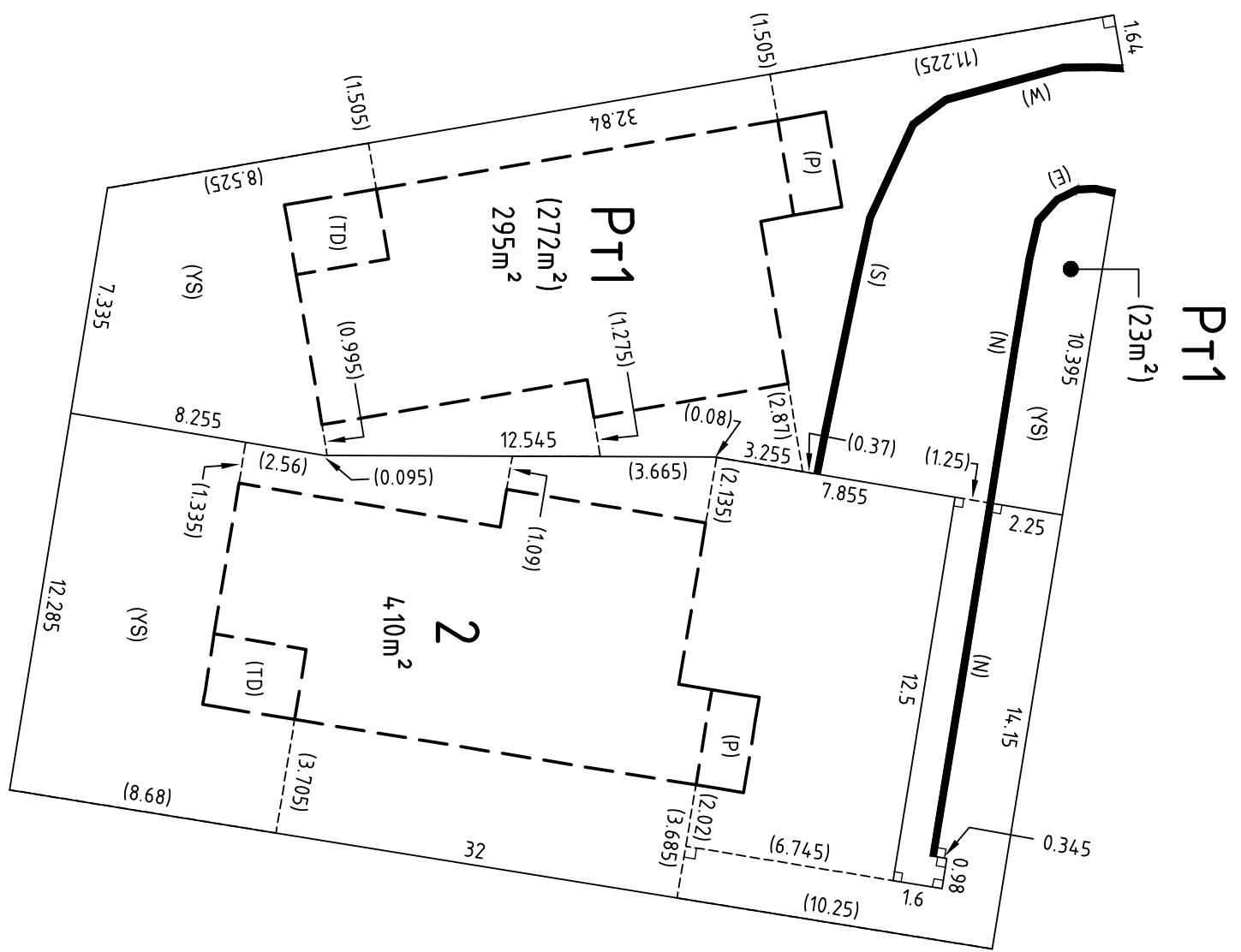
**PLAN HEADING**  
 PLAN OF SUBDIVISION OF  
 LOT 555 IN DP 1257800

LGA: BALLINA  
 Locality: CUMBALUM  
 Reduction Ratio: 1:200  
 Lengths are in metres

REGISTERED  
 06/03/2023

**SP106062**

**GROUND FLOOR PLAN**



(YS) DENOTES YARD SPACE

└ DENOTES 90°

AREAS ARE APPROXIMATE ONLY

THE STRATUM OF LOTS 1 & 2 ARE LIMITED IN STRATUM FROM 10 BELOW TO 15 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE GROUND FLOOR SLABS

THE STRUCTURE OF THE BUILDING STANDING ON EACH LOT, INCLUDING WALLS, FLOORS, CEILINGS AND ROOFS, FORMS PART OF THAT LOT AND IS NOT COMMON PROPERTY

DISTANCES ARE ON THE PROLONGATION OF THE OUTER FACES OF WALLS UNLESS OTHERWISE STATED

ANY SERVICE LINES WITHIN A LOT SERVICING ANOTHER LOT ARE COMMON PROPERTY

ALL COMMON SERVICE LINES ARE COMMON PROPERTY

(P) CONCRETE PATIO

(TD) TIMBER DECK

(S) SOUTHERN FACE OF CONCRETE DRIVEWAY IS BOUNDARY

(E) EASTERN FACE OF CONCRETE DRIVEWAY IS BOUNDARY

(N) NORTHERN FACE OF CONCRETE DRIVEWAY IS BOUNDARY

(W) WESTERN FACE OF CONCRETE DRIVEWAY IS BOUNDARY

SURVEYOR

Name: SCOTT CROMMENTUYN

Date: 19 APRIL 2022

Reference: 22031-1C

PLAN HEADING

**PLAN OF SUBDIVISION OF LOT 555 IN DP 1257800**

LGA: BALLINA

Locality: CUMBALUM

Reduction Ratio: 1:200


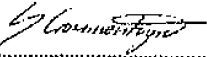
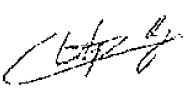
Lengths are in metres

REGISTERED




06/03/2023

**SP106062**

SP FORM 3.01	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 1 of 3 sheet(s)
Registered:  06/03/2023	<b>SP106062</b>	
<b>PLAN OF SUBDIVISION OF LOT 555 IN DP 1257800</b>	LGA: BALLINA Locality: CUMBALUM Parish: BALLINA County: ROUS	
This is a <del>*FREEHOLD/*LEASEHOLD</del> Strata Scheme		
Address for Service of Documents  <b>6 DENT CRESCENT CUMBALUM NSW 2478</b>  Provide an Australian postal address including a postcode	The by-laws adopted for the scheme are: *Model by-laws for residential strata schemes together with: Keeping of animals: Option *A/*B Smoke Penetration: Option *A/*B- (see Schedule 3 <i>Strata Schemes Management Regulation 2016</i> ) <del>*The strata by-laws lodged with the plan-</del>	
<p style="text-align: center;"><b>Surveyor's Certificate</b></p> I, ..... SCOTT CROMMENTUYN ..... of ..... MACRO CONSULTING SURVEYORS PTY LTD .....  being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met. <del>*The building encroaches on:</del> <del>*(a) a public place</del> <del>*(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^</del>	<p style="text-align: center;"><b>Strata Certificate (Registered Certifier)</b></p> I, ..... <b>Christopher Borg</b> ..... being a Registered Certifier, registration number ..... <b>BDC3330</b> ....., certify that in regards to the strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act, 2015</i> <del>*(a) This plan is part of a development scheme;</del> <del>*(b) The building encroaches on a public place and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment.</del> <del>*(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^ will be created as utility lots and restricted in accordance with section 63 <i>Strata Schemes Development Act 2015</i>.</del>	
Signature:  Date: ..... <b>FEB 2023 19 APRIL 2022</b> ..... Surveyor ID: ..... <b>8224</b> ..... Surveyor's Reference: <b>22031-1C</b> ^ Insert the deposited plan number or dealing number of the instrument that created the easement	Certificate Reference: ..... <b>230036ST01</b> ..... Relevant Planning Approval No: <b>DA 2020/683.2</b> issued by: <b>Ballina Shire Council</b>   Electronic signature affixed by Christopher Borg on 08/02/2023  Signature: ..... Date: ..... <b>08/02/2023</b> ..... ^ Insert lot numbers of proposed utility lots	
* Strike through if inapplicable		

Office Use Only Office Use Only

Registered:  06/03/2023

**SP106062**

**VALUER'S CERTIFICATE**

I, \* ANDREW HOOLIHAN of HOOLIHAN PROPERTY ADVISORY AND CONSULTANCY

being a qualified valuer, as defined in the *Strata Schemes Development Act 2015* by virtue of having membership with:

Professional Body: AUSTRALIAN PROPERTY INSTITUTE  
Class of membership: ASSOCIATE - CERTIFIED PRACTISING VALUER  
Membership number: 69115

certify that the unit entitlements shown in the schedule herewith were apportioned on FEBRUARY 6 2023 (being the valuation day) in accordance with Schedule 2 *Strata Schemes Development Act 2015*


Signature:  Date: 8 FEBRUARY 2023

\* Full name, valuer company name or company address

**SCHEDULE OF UNIT ENTITLEMENT**

LOT	UNIT ENTITLEMENT
1	20
2	20
TOTAL	40


SP FORM 3.08 (Annexure)	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 3 of 3 sheet(s)
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Office Use Only Registered:  06/03/2023	<span style="font-size: 2em; font-weight: bold;">SP106062</span>
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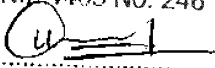
This sheet is for the provision of the following information as required:

- Any information which cannot fit in the appropriate panel of any previous administration sheets
- A schedule of street addresses
- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals - see section 22 *Strata Schemes Development Act 2015*

LOT	SUB ADDRESS	ADDRESS	ROAD NAME	ROAD TYPE	LOCALITY
CP		6	DENT	CRESCENT	CUMBALUM
1		6	DENT	CRESCENT	CUMBALUM
2		8	DENT	CRESCENT	CUMBALUM


  
 Adam Nicholas Locimer

AUSTRALIA AND NEW ZEALAND  
 BANKING GROUP LIMITED ABN 11 005  
 357 522 by its Attorney under Power of  
 Attorney Book No. 4465 No. 246

Sign  .....

Name UDAY NAZARI .....

Acting/Manager Securities

Witnessed by:  .....

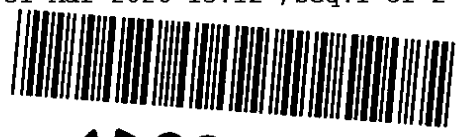
Sign .....

Name MIMI COOK .....

833 Collins Street, Docklands, 3008

Form: 13RPA  
Licence: 05-11-685  
Licensee: Softdocs  
Hosie & Partners

# RESTRICTION ON THE USE OF LAND BY A PRESCRIBED AUTHORITY



## AD399184E

New South Wales  
Section 88E(3) Conveyancing Act 1919

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

(A) **TORRENS TITLE** Part Folio Identifier 230/1107781 being the land previously comprised in Lot 50 DP 1095439 and now being Lot **60** in DP **111443**

(B) <b>LODGED BY</b>	Document Collection Box <b>39U</b>	Name, Address or DX, Telephone and LLPN if any LLPN: <b>123840P</b> Reference: <b>McNam - 4596861</b>	ESPRECN PROPERTY SERVICES DX 885 SYDNEY 02 9210 0993	CODE <b>R</b>
----------------------	------------------------------------	---	---	------------------

(C) **REGISTERED PROPRIETOR** Of the above land  
**THE TRUSTEES OF THE ROMAN CATHOLIC CHURCH FOR THE DIOCESE OF LISMORE**

(D) <b>LESSEE MORTGAGEE or CHARGE</b>	Of the above land agreeing to be bound by this restriction		
	Nature of Interest	Number of instrument	Name
	NOT APPLICABLE	NOT APPLICABLE	NOT APPLICABLE

(E) **PRESCRIBED AUTHORITY** Within the meaning of section 88E(1) of the Conveyancing Act 1919  
**ROADS AND TRAFFIC AUTHORITY OF NEW SOUTH WALES**

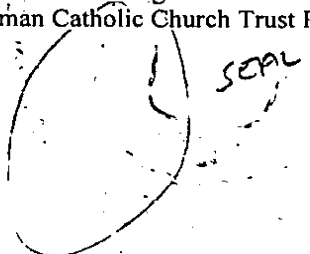
(F) The prescribed authority having imposed on the above land a restriction in the terms set out in annexure **A** hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.  
DATE DO / NOT / DATE

(G) **EXECUTION BY THE PRESCRIBED AUTHORITY**  
I certify that the authorised officer of the prescribed authority who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: *Ruth L. Donoghue*  
Name of witness: **RUTH L. DONOGHUE**  
Address of witness: **31 VICTORIA ST CRAFT NSW 2460**

Signature of an authorised officer: *Terence M. Green*  
Name of authorised officer: **TERENCE M. GREEN**  
Position of authorised officer: **EXPORTED BY MANAGER PROPERTY SERVICES. NORTHERN CLIENT SERVICES PURSUANT TO DELEGATION BOOK 4354 No. 422**  
Certified correct for the purposes of the Real Property Act 1900 by the authorised officer named below.

**EXECUTION BY THE REGISTERED PROPRIETOR**  
The Common Seal of The Trustees of the Roman Catholic Church for the Diocese of Lismore was hereunto affixed in the presence of the most Reverend Geoffrey Jarrett Bishop of Lismore under and in pursuance of a delegation made to him under Section 9B of the Roman Catholic Church Trust Property Act, 1936.



Signature of registered proprietor: *\*Geoffrey Jarrett*

(H) **CONSENT OF THE N.A**  
The **N.A** under **N.A** No. **N.A** agrees to be bound by this restriction. I certify that the above **N.A** who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: \_\_\_\_\_ Signature of N.A: \_\_\_\_\_  
Name of witness: \_\_\_\_\_  
Address of witness: \_\_\_\_\_

*CP1001 30P 24/2/2007 for this*

**Annexure A to RESTRICTION ON THE USE OF LAND BY A PRESCRIBED AUTHORITY**

**Parties:** THE TRUSTEES OF THE ROMAN CATHOLIC CHURCH FOR THE DIOCESE OF LISMORE and ROADS AND TRAFFIC AUTHORITY OF NEW SOUTH WALES

**Dated:** ..... / ..... / .....

No means of access shall be constructed or allowed to be constructed to or from the land the subject of this restriction onto the proposed freeway or controlled access road (partly comprising Lots 120, 121, 122 and 123 in Deposited Plan 1058129 and the land previously comprised in Lot 51 in DP 1095439) adjoining the land the subject of this restriction and no part or parts of the said land shall be used as a means to access to or from the proposed freeway or controlled access road without the written consent of the prescribed authority (which consent may be revoked at any time at its discretion). The restriction contained herein shall cease to apply if the proposed freeway or controlled access road after having been declared a controlled access road or freeway under the Roads Act, 1993 thereafter ceases to be such a controlled access road or freeway.

**Schedule of land subject to this restriction**  
Residue of Lot 230 in DP 1107781 with a deducted area of 92.57 ha

I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Signature of witness *Ruth L Dabochive*  
Name of witness **RUTH L DABOCHIVE**  
Address of witness **31 VICTORIA ST  
CRAFTON NSW 2460**

Certified correct for the purposes of the Real Property Act 1900 by the authorised officer named below.

Signature of authorised officer: *Fernando M. Green*  
Authorised officer's name: **FERNANDO M. GREEN**  
Authority of officer: **EXECUTED BY MANAGER PROPERTY SERVICES,  
NOW PROVIDING CLIENT SERVICES PURSUANT TO DELEGATION  
BOOK 4394 No. 422**  
Signing on behalf of

The Common Seal of The Trustees of the Roman Catholic Church for the Diocese of Lismore was hereunto affixed in the presence of the most Reverend Geoffrey Jarrett Bishop of Lismore under and in pursuance of a delegation made to him under Section 9B of the Roman Catholic Church Trust Property Act, 1936.

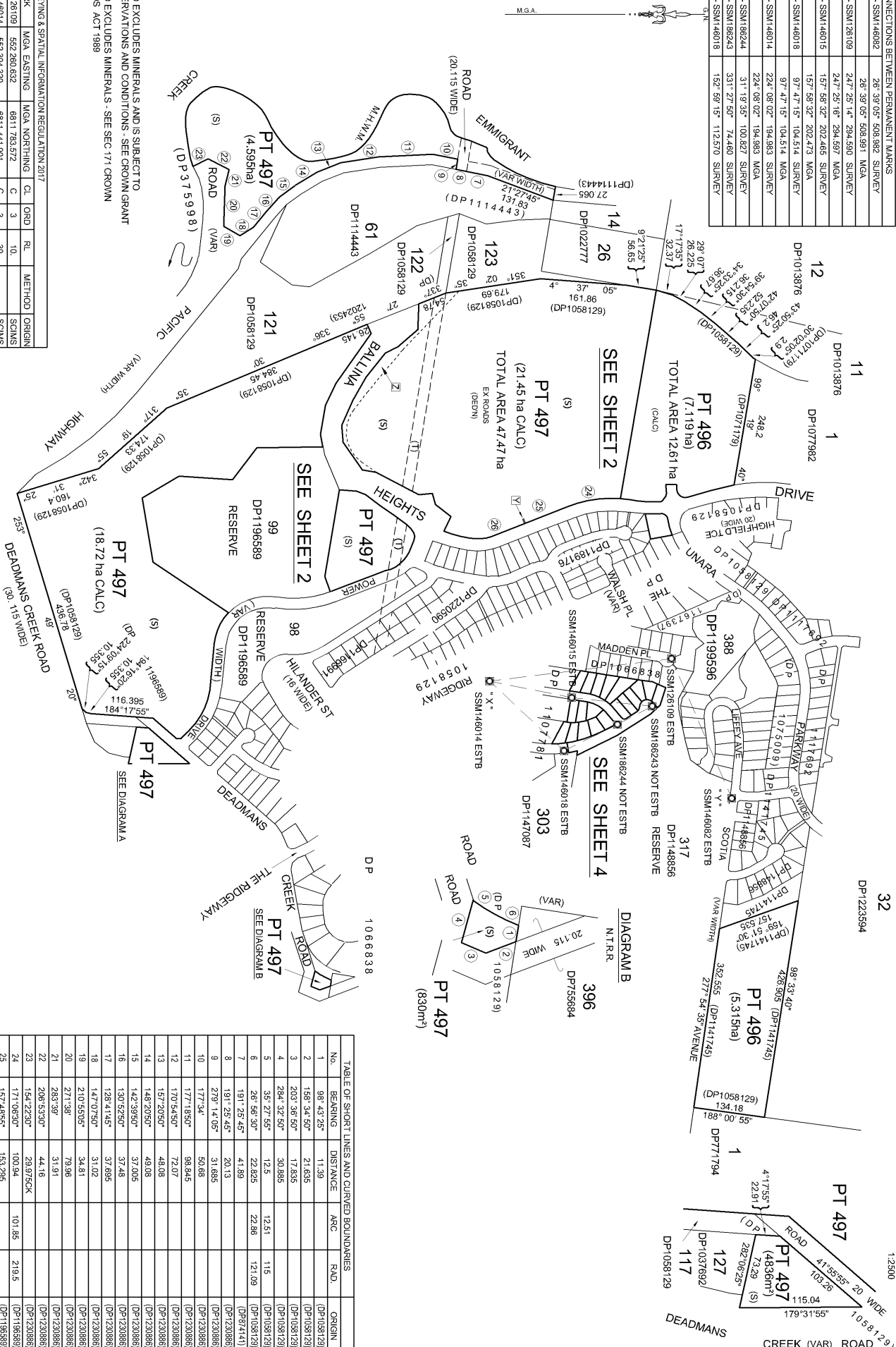


Certified correct for the purposes of the Real Property Act 1900 by the authorised officer named below.

Signature of registered proprietor:  
*\*Geoffrey Jarrett*

CONNECTIONS BETWEEN PERMANENT MARKS

SSM146014 - SSM146082	26° 39' 05" 508.992 SURVEY
SSM146082 - SSM126109	247° 25' 14" 294.590 SURVEY
SSM126109 - SSM146015	157° 59' 32" 202.473 MGA
SSM146015 - SSM146018	97° 47' 15" 104.514 MGA
SSM146018 - SSM146014	224° 08' 02" 194.983 SURVEY
SSM146015 - SSM186244	331° 19' 35" 100.827 SURVEY
SSM186244 - SSM186243	152° 59' 15" 112.570 SURVEY
SSM186243 - SSM146018	



SURVEYING & SPATIAL INFORMATION REGULATION 2017

MARK	MGA EASTING	MGA NORTHING	CL	ORD	RL	METHOD	ORIGIN
SSM126109	552 280.632	6811 783.672	C	3	10.	SCMS	
SSM146014	552 304.320	6811 441.901	C	3	30.	SCMS	
SSM146015	552 326.531	6811 595.946	C	3	20.	SCMS	
SSM146018	552 440.042	6811 581.730	C	3	10.3	SCMS	
SSM146082	552 532.546	6811 896.641	C	3	20.	SCMS	
SSM186243	552 353.375	6811 747.433	C	U	7.91	TRAVERSE	
SSM186244	552 398.933	6811 682.042	C	U	7.77	TRAVERSE	

COMBINED SEA LEVEL, AND SCALE FACTOR 0.999825 ZONE 56  
 SOURCE: MGA COORDINATES ADOPTED FROM SCMS ON 13-09-2017

- EASEMENT FOR UNDERGROUND POWERLINES 2 WIDE (DP1196589)
- EASEMENT TO DRAIN WATER VARIABLE WIDTH (DP1202453)

TABLE OF SHORT LINES AND CURVED BOUNDARIES

No.	BEARING	DISTANCE	ARC	RAO	ORIGIN
1	98° 43' 25"	11.39			(DP1058129)
2	156° 34' 50"	21.635			(DP1058129)
3	203° 36' 50"	17.835			(DP1058129)
4	284° 32' 50"	30.885			(DP1058129)
5	35° 27' 55"	12.5	12.51	115	(DP1058129)
6	28° 56' 30"	22.825	22.86	121.09	(DP1058129)
7	191° 25' 45"	41.89			(DP1058129)
8	191° 25' 45"	20.13			(DP1203868)
9	278° 14' 05"	31.685			(DP1203868)
10	177° 34'	50.68			(DP1203868)
11	177° 16' 50"	98.645			(DP1203868)
12	170° 54' 50"	72.07			(DP1203868)
13	157° 20' 50"	49.08			(DP1203868)
14	148° 20' 50"	49.08			(DP1203868)
15	142° 39' 50"	37.005			(DP1203868)
16	130° 52' 50"	37.48			(DP1203868)
17	128° 41' 45"	37.695			(DP1203868)
18	147° 07' 50"	31.02			(DP1203868)
19	210° 50' 50"	34.81			(DP1203868)
20	271° 38'	79.96			(DP1203868)
21	286° 39'	31.91			(DP1203868)
22	206° 53' 30"	44.16			(DP1203868)
23	154° 22' 30"	28.976CK			(DP1203868)
24	171° 06' 30"	100.94			(DP1196589)
25	157° 48' 55"	153.295			(DP1196589)
26	175° 30' 45"	42.34			(DP1196589)

Surveyor: ROBERT JOHN JACOB  
 ADILL PAYNE & PARTNERS  
 Date of Survey: 20 OCTOBER 2017  
 Surveyors Ref: 5099DP12

PLAN OF SUBDIVISION OF  
 LOT 229 IN DP1107781, LOT 478 IN DP1225546  
 & LOT 457 IN DP1230886

LGA: BALLINA  
 Locality: CUMBALUM  
 Submission No: 892.1/2010  
 Lengths are in metres. Reduction Ratio 1:5000

Registered  
 29.11.2017

DP1237675

- (2) EASEMENT TO DRAIN WATER VARIABLE WIDTH (DP1202453)
- (5) LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS - SEE CROWN GRANT
- (7) LAND EXCLUDES MINERALS - SEE SEC 171 GROWN LANDS ACT 1989

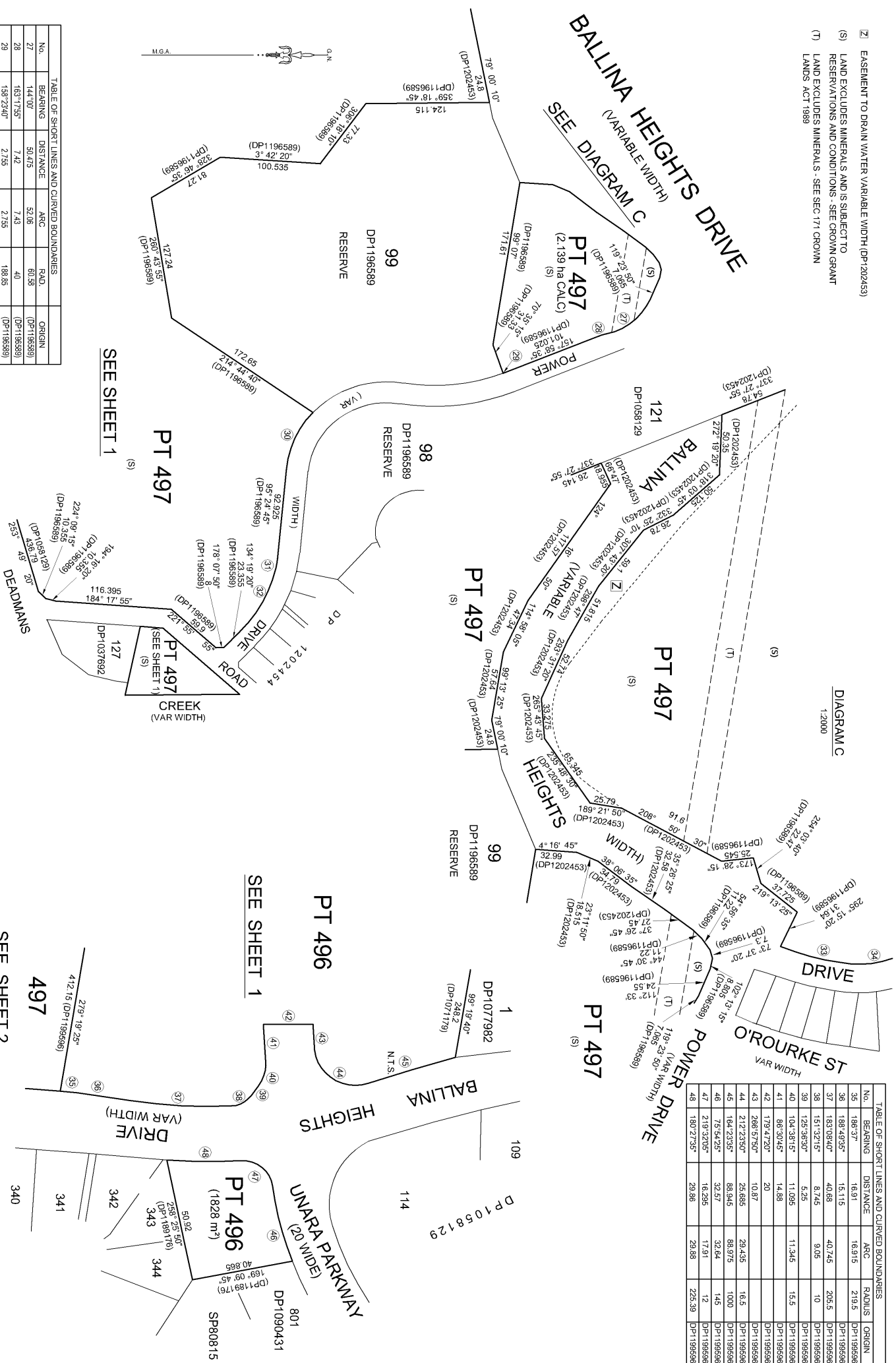


TABLE OF SHORT LINES AND CURVED BOUNDARIES

No.	BEARING	DISTANCE	ARC	RADIUS	ORIGIN
1	186.37°	16.91	16.91	218.5	DP1196589
2	188.4935°	15.115	40.745	205.5	DP1196589
3	183.0940°	40.68	9.05	10	DP1196589
4	151.3215°	8.745	9.05	10	DP1196589
5	125.9630°	5.25	11.345	15.5	DP1196589
6	104.3815°	11.095	11.345	15.5	DP1196589
7	86.3045°	14.88	17.91	12	DP1196589
8	75.5425°	32.57	32.64	145	DP1196589
9	219.3205°	16.295	17.91	12	DP1196589
10	180.2735°	29.86	29.86	225.39	DP1196589

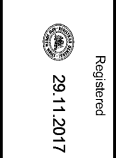
TABLE OF SHORT LINES AND CURVED BOUNDARIES

No.	BEARING	DISTANCE	ARC	RAD.	ORIGIN
11	144.707	50.475	52.06	60.38	(DP1196589)
12	163.1755°	7.42	40	(DP1196589)	
13	158.2340°	2.755	2.755	189.85	(DP1196589)
14	114.1025°	65.065	66.24	101.15	(DP1196589)
15	99.08°	10.385	10.38	80	(DP1196589)
16	118.3515°	75.57	76.53	139.35	(DP1196589)
17	155.3515°	49.515	49.64	200	(DP1196589)
18	175.3045°	42.34	42.885	77.6	(DP1196589)

Surveyor: ROBERT JOHN JACOB  
 ARDILL PAYNE & PARTNERS  
 Date of Survey: 20 OCTOBER 2017  
 Surveyors Ref: 5099DP12

PLAN OF SUBDIVISION OF  
 LOT 229 IN DP1107781, LOT 478 IN DP1225546  
 & LOT 457 IN DP1230886

LGA: BALLINA  
 Locality: CUMBALUM  
 Subdivision No: 892.1/2010  
 Lengths are in metres. Reduction Ratio 1:2500

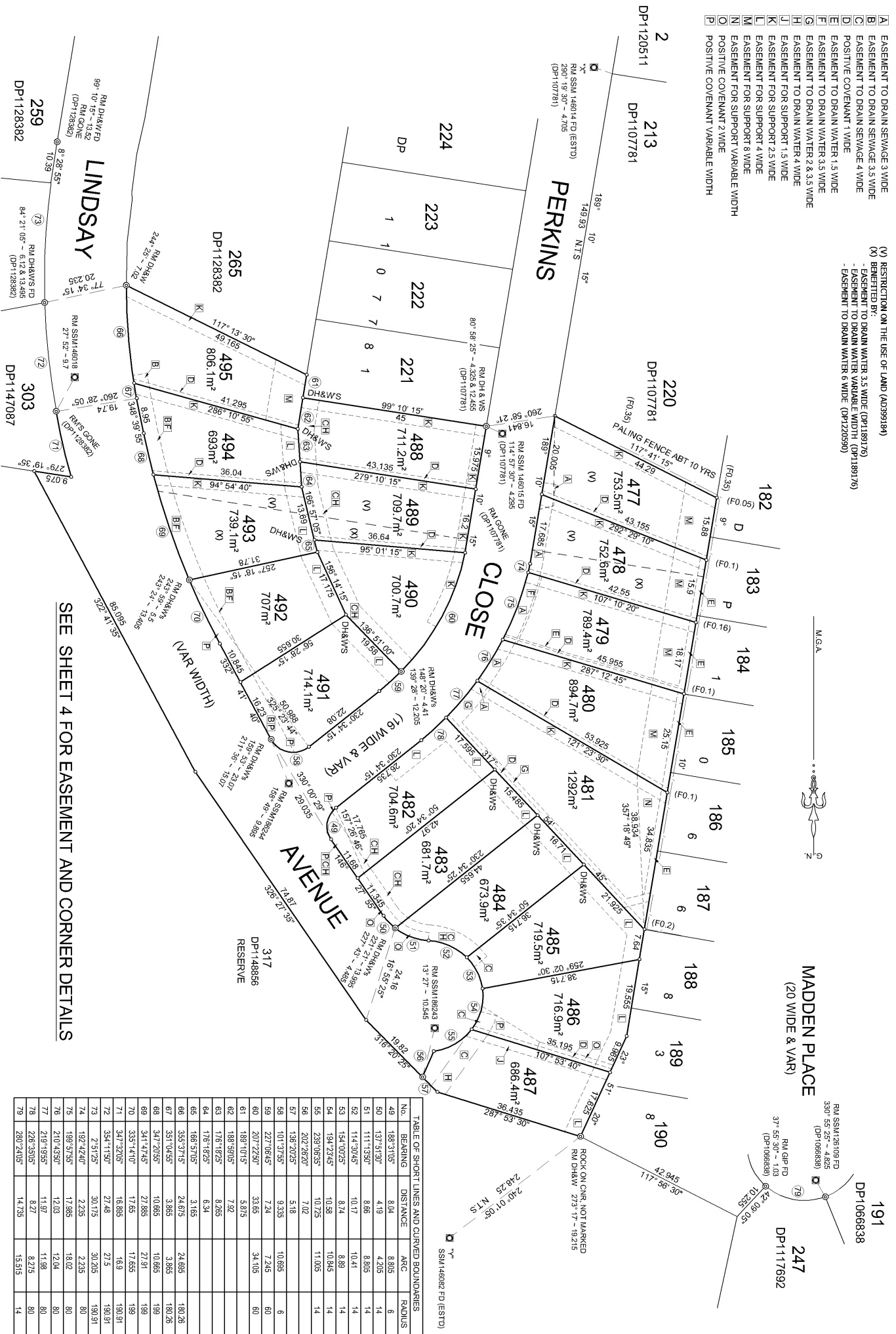


Registered  
 29.11.2017  
 DP1237675

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160

- A EASEMENT TO DRAIN SEWAGE 3 WIDE
- B EASEMENT TO DRAIN SEWAGE 3.5 WIDE
- C EASEMENT TO DRAIN SEWAGE 4 WIDE
- D POSITIVE COVENANT 1 WIDE
- E EASEMENT TO DRAIN WATER 1.5 WIDE
- F EASEMENT TO DRAIN WATER 3.5 WIDE
- G EASEMENT TO DRAIN WATER 2 & 3.5 WIDE
- H EASEMENT TO DRAIN WATER 4 WIDE
- I EASEMENT FOR SUPPORT 1.5 WIDE
- J EASEMENT FOR SUPPORT 2.5 WIDE
- K EASEMENT FOR SUPPORT 4 WIDE
- L EASEMENT FOR SUPPORT 8 WIDE
- M EASEMENT FOR SUPPORT VARIABLE WIDTH
- N POSITIVE COVENANT 2 WIDE
- O POSITIVE COVENANT VARIABLE WIDTH
- P

- (V) RESTRICTION ON THE USE OF LAND (AD939194)
- (X) BENEFITTED BY:
  - EASEMENT TO DRAIN WATER 3.5 WIDE (DP1189176)
  - EASEMENT TO DRAIN WATER VARIABLE WIDTH (DP1189176)
  - EASEMENT TO DRAIN WATER 6 WIDE (DP1220590)



SEE SHEET 4 FOR EASEMENT AND CORNER DETAILS

TABLE OF SHORT LINES AND CURVED BOUNDARIES

No.	BEARING	DISTANCE	ARC	RADIUS
49	188°31'05"	8.04	8.86	6
50	137°51'30"	4.19	4.20	14
51	111°13'50"	8.66	8.80	14
52	114°30'45"	10.17	10.41	14
53	154°00'25"	8.74	8.89	14
54	194°23'45"	10.89	10.84	14
55	239°08'35"	10.72	11.00	14
56	202°28'20"	7.02		
57	136°20'25"	5.18		6
58	101°37'55"	9.33	10.69	60
59	227°06'45"	7.24	7.25	60
60	207°22'50"	33.65	34.10	60
61	188°10'15"	5.67		
62	188°59'05"	7.82		
63	176°18'25"	8.26		
64	176°18'25"	6.34		
65	166°57'05"	3.16		
66	355°37'15"	24.67	24.69	180.28
67	351°04'55"	3.86	3.86	180.28
68	347°20'55"	10.66	10.66	199
69	341°47'45"	27.89	27.91	199
70	335°14'07"	17.65	17.65	199
71	347°32'05"	16.89	16.9	190.97
72	354°11'50"	27.48	27.5	190.97
73	2°51'25"	30.17	30.20	190.97
74	192°42'40"	2.23	2.23	80
75	199°57'57"	17.96	18.02	80
76	210°43'50"	12.03	12.04	80
77	219°18'55"	11.97	11.98	80
78	226°35'05"	8.27	8.27	80
79	280°24'05"	14.73	15.51	14

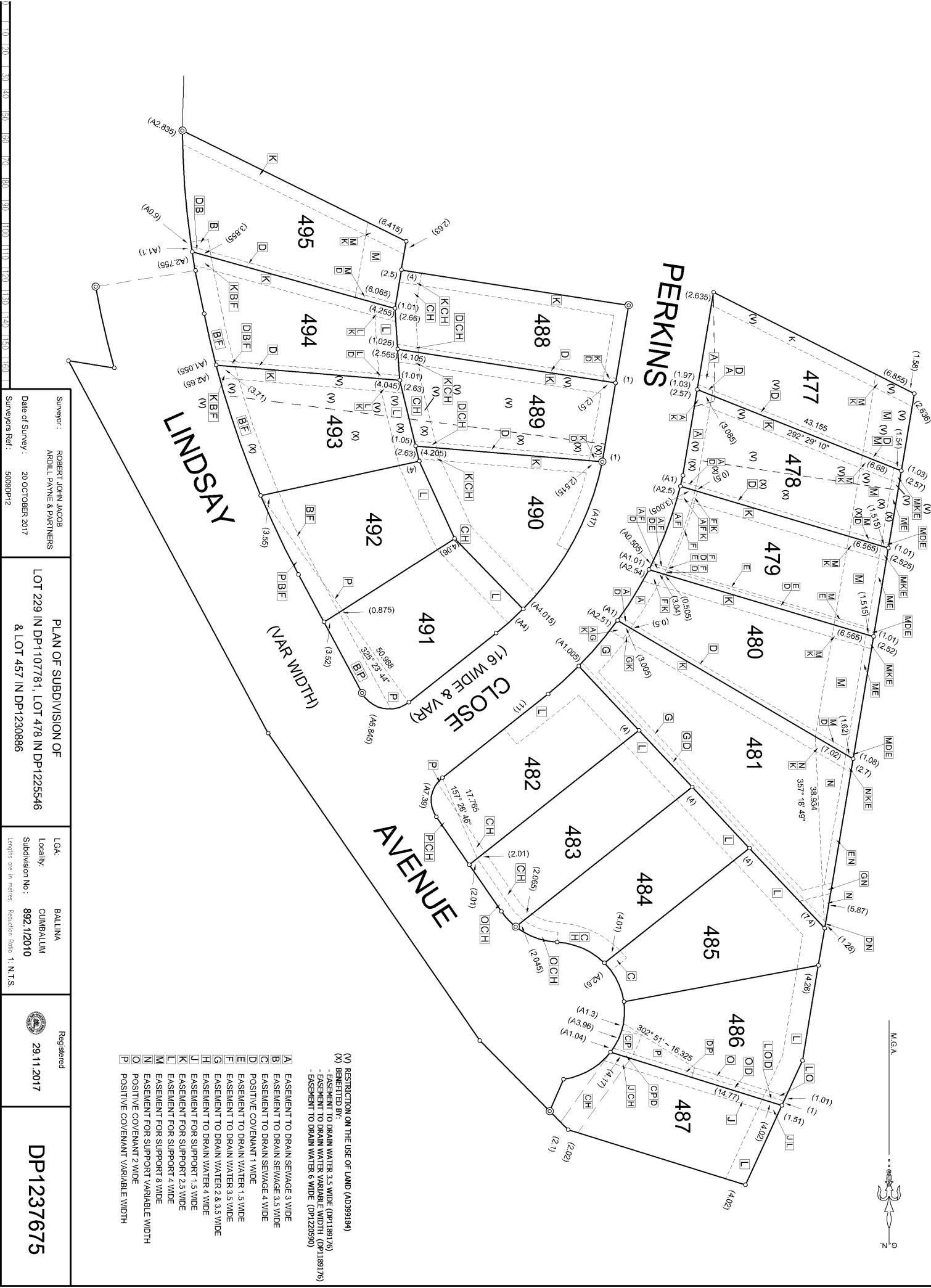
Surveyor: ROBERT JOHN JACOB  
 ARDILL PAYNE & PARTNERS  
 Date of Survey: 20 OCTOBER 2017  
 Surveyors Ref: 5099DP12

PLAN OF SUBDIVISION OF  
 LOT 229 IN DP1107781, LOT 478 IN DP1225546  
 & LOT 457 IN DP1230886

LGA: BALLINA  
 Locality: CUMBALUM  
 Subdivision No.: 892.1/2010  
 Lengths are in metres. Reduction Ratio 1:600

Registered  
 29.11.2017

DP1237675



- (V) RESTRICTION ON THE USE OF LAND (A0399184)
- (W) EASEMENT TO DRAIN WATER 3.5 WIDE (DP1189176)
- (X) EASEMENT TO DRAIN WATER VARIABLE WIDTH (DP1189176)
- (Y) EASEMENT TO DRAIN WATER 6 WIDE (DP1220590)
- (Z) EASEMENT TO DRAIN WATER 6 WIDE (DP1220590)
- A EASEMENT TO DRAIN SEWAGE 3 WIDE
- B EASEMENT TO DRAIN SEWAGE 3.5 WIDE
- C EASEMENT TO DRAIN SEWAGE 4 WIDE
- D POSITIVE COVENANT 1 WIDE
- E EASEMENT TO DRAIN WATER 1.5 WIDE
- F EASEMENT TO DRAIN WATER 3.5 WIDE
- G EASEMENT TO DRAIN WATER 4 WIDE
- H EASEMENT TO DRAIN WATER 4 WIDE
- I EASEMENT FOR SUPPORT 1.5 WIDE
- J EASEMENT FOR SUPPORT 2.5 WIDE
- K EASEMENT FOR SUPPORT 4 WIDE
- L EASEMENT FOR SUPPORT 4 WIDE
- M EASEMENT FOR SUPPORT 8 WIDE
- N EASEMENT FOR SUPPORT VARIABLE WIDTH
- O POSITIVE COVENANT 2 WIDE
- P POSITIVE COVENANT VARIABLE WIDTH


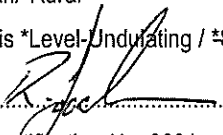
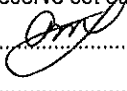
Surveyor: ROBERT JOHN JACOB  
 ARDILL PAYNE & PARTNERS  
 Date of Survey: 20 OCTOBER 2017  
 Surveyors Ref: 50909DP12

PLAN OF SUBDIVISION OF  
 LOT 229 IN DP1107781, LOT 478 IN DP1225546  
 & LOT 457 IN DP1230886


LGA: BALLINA  
 Locality: CUMBALUM  
 Subdivision No: 892.1/2010  
 Lengths are in metres. Reduction Ratio 1:N.T.S.

Registered  
 29.11.2017

DP1237675

<b>PLAN FORM 6 (2017)</b>	<b>DEPOSITED PLAN ADMINISTRATION SHEET</b>	Sheet 1 of 3 sheet(s)
Office Use Only Registered:  29.11.2017 Title System: SUBDIVISION	Office Use Only <h1 style="margin: 0;">DP1237675</h1>	
<b>PLAN OF SUBDIVISION OF LOT 229 IN DP1107781, LOT 478 IN DP1225546 &amp; LOT 457 IN DP1230886</b>	LGA: BALLINA Locality: CUMBALUM Parish: BALLINA County: ROUS	
<p style="text-align: center;">Survey Certificate</p> I, Robert John Jacob..... of Ardill Payne & Partners..... a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: <del>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on ....., or</del> *(b) The part of the land shown in the plan (*being/*excluding- LOTS 477 TO 495.....) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , the part surveyed is accurate and the survey was completed on, <b>20 OCTOBER 2017</b> .. the part not surveyed was compiled in accordance with that Regulation, or <del>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</del> Datum Line: "X" SSM146014 – "Y" SSM146082 Type: *Urban/*Rural— The terrain is *Level-Undulating / *Steep-Mountainous.— Signature:  Dated: <b>26/10/17</b> Surveyor Identification No: 8691..... Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>  *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.	<p style="text-align: center;"><del>Crown Lands NSW/Western Lands Office Approval</del></p> <p style="text-align: center;"><del>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.</del></p> <p style="text-align: center;"><del>Signature: .....                  Date: .....                  File Number: .....                  Office: .....</del></p>	
Plans used in the preparation of survey/compilation. DP1107781 DP1225546 DP1230886 DP1066838 DP1107781 DP1128382	<p style="text-align: center;">Subdivision Certificate</p> I, <b>ANDREW SMITH</b> ..... *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature:  ..... Accreditation number: ..... Consent Authority: <b>BALLINA SHIRE COUNCIL</b> ..... Date of endorsement: <b>8 NOVEMBER 2017</b> ..... Subdivision Certificate number: <b>892.1 / 2010</b> ..... File number: <b>DA 2010/892</b> .....  *Strike through if inapplicable.	
Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.  IT IS INTENDED TO DEDICATE TO THE PUBLIC:  THE EXTENSION OF PERKINS CLOSE (16 WIDE & VAR) AND THE EXTENSION OF LINDSAY AVENUE (VARIABLE WIDTH) AS PUBLIC ROAD.	Surveyor's Reference: 5009DP12  Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 3 sheet(s)

Office Use Only  
 Registered:  29.11.2017

Office Use Only

**DP1237675**

PLAN OF SUBDIVISION OF LOT 229 IN  
 DP1107781, LOT 478 IN DP1225546 & LOT  
 457 IN DP1230886

Subdivision Certificate number: ..... 892.1 / 2010 .....  
 Date of Endorsement: ..... 8/11/2017 .....

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
  - 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.

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
477	21	PERKINS	CLOSE	CUMBALUM
478	23	PERKINS	CLOSE	CUMBALUM
479	25	PERKINS	CLOSE	CUMBALUM
480	27	PERKINS	CLOSE	CUMBALUM
481	29	PERKINS	CLOSE	CUMBALUM
482	61	LINDSAY	AVENUE	CUMBALUM
483	63	LINDSAY	AVENUE	CUMBALUM
484	65	LINDSAY	AVENUE	CUMBALUM
485	67	LINDSAY	AVENUE	CUMBALUM
486	69	LINDSAY	AVENUE	CUMBALUM
487	71	LINDSAY	AVENUE	CUMBALUM
488	22	PERKINS	CLOSE	CUMBALUM
489	24	PERKINS	CLOSE	CUMBALUM
490	26	PERKINS	CLOSE	CUMBALUM
491	59	LINDSAY	AVENUE	CUMBALUM
492	57	LINDSAY	AVENUE	CUMBALUM
493	55	LINDSAY	AVENUE	CUMBALUM
494	53	LINDSAY	AVENUE	CUMBALUM
495	51	LINDSAY	AVENUE	CUMBALUM
496	N/A	N/A	N/A	N/A
497	N/A	N/A	N/A	N/A


Pursuant to Section 88B of the Conveyancing Act 1919, as amended, it is intended to create:

- |   |                                      |
|---|--------------------------------------|
| 1. Easement to drain sewage 3 wide      | 15. Positive Covenant variable width |
| 2. Easement to drain sewage 3.5 wide    | 16. Restriction on the use of land   |
| 3. Easement to drain sewage 4 wide      | 17. Restriction on the use of land   |
| 4. Positive Covenant 1 wide             | 18. Restriction on the use of land   |
| 5. Easement to drain water 1.5 wide     | 19. Positive Covenant                |
| 6. Easement to drain water 3.5 wide     |                                      |
| 7. Easement to drain water 2 & 3.5 wide |                                      |
| 8. Easement to drain water 4 wide       |                                      |
| 9. Easement for support 1.5 wide        |                                      |
| 10. Easement for support 2.5 wide       |                                      |
| 11. Easement for support 4 wide         |                                      |
| 12. Easement for support 8 wide         |                                      |
| 13. Easement for support variable width |                                      |
| 14. Positive Covenant 2 wide            |                                      |

If space is insufficient use additional annexure sheet

Surveyor's Reference: 5009DP12

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 3 of 3 sheet(s)

Office Use Only	Office Use Only
Registered:  29.11.2017	<h1>DP1237675</h1>
PLAN OF SUBDIVISION OF LOT 229 IN DP1107781, LOT 478 IN DP1225546 & LOT 457 IN DP1230886	
Subdivision Certificate number: ..... 892.1 / 2010 ..... Date of Endorsement: ..... 8/11/2017 .....	

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
  - 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.

BEFORE ME:



Witness Name: MICHAEL GERARD STOY.  
ADDRESS: 6 BRADMAN CRT, SKENMARS HEAD  
NSW 2478



Signature of Gregory Bernard Isaac, Diocesan Business Manager, signing as Power of Attorney on behalf of The Trustees of the Roman Catholic Church for the Diocese of Lismore, a body corporate constituted under the Roman Catholic Church Trust Property Act 1936 (NSW) Book 4703 No. 719

SIGNED ON BEHALF OF  
VIXSUN PTY LTD  
ACN 079 491 839



JOHN COLIN GATES  
DIRECTOR



RODNEY FRANCES GATES  
DIRECTOR

If space is insufficient use additional annexure sheet

Surveyor's Reference: 5009DP12

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

(Sheet 1 of 12 sheets)

Plan: **DP1237675**

Subdivision of -  
 Lot 478 in Deposited Plan 1225546  
 Lot 229 in Deposited Plan 1107781  
 Lot 457 in Deposited Plan 1230886  
 covered by Subdivision Certificate  
 No. 892.1 of 2010

Full name and address of the owner of the land:

The Trustees of the Roman Catholic Church for the Diocese of Lismore of 75 Magellan Street Lismore being the registered proprietor of Lot 457 in Deposited Plan 1230886 and Lot 229 in Deposited Plan 1107781.  
 Vixsun Pty Limited (ACN 079 491 839) of 17 Bellevue Avenue Ballina being the registered proprietor of Lot 478 in Deposited Plan 1225546

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1.	Easement to drain sewage 3 wide	Lot 477 – 481 inclusive	Ballina Shire Council
2.	Easement to drain sewage 3.5 wide	Lot 491 - 495 inclusive	Ballina Shire Council
3.	Easement to drain sewage 4 wide	Lots 482 to 490 inclusive	Ballina Shire Council
4.	Positive Covenant 1 wide	PART Lot 477 PART Lot 478 PART Lot 479 PART Lot 480 PART Lot 486 PART Lot 488 PART Lot 489 PART Lot 494 PART Lot 495 PART Lot 481	Lot 478 BALLINA Lot 479 SHIRE Lot 480 COUNCIL Lot 481 Lot 487 Lot 489 Lot 490 Lot 493 Lot 494 <del>Lot 482 - 485 inclusive</del>

*[Handwritten signatures and initials]*

(Sheet 2 of 12 sheets)

Plan: **DP1237675**

Subdivision of -  
 Lot 478 in Deposited Plan 1225546  
 Lot 229 in Deposited Plan 1107781  
 Lot 457 in Deposited Plan 1230886  
 covered by Subdivision Certificate  
 No. 892.1 of 2010

5.	Easement to drain water 1.5 wide	Lot 478 Lot 479 Lot 480 Lot 481	Lot 477 Lot 477- 478 inclusive Lot 477- 479 inclusive Lot 477- 480 inclusive
6.	Easement to drain water 3.5 wide	Lot 479 Lot 492 Lot 493 Lot 494	Lot 478 Lot 491, Lot 493-495 inclusive Lot 494-495 inclusive Lot 495
7.	Easement to drain water 2 & 3.5 wide	Lot 481	Lot 477 - 480 inclusive
8.	Easement to drain water 4 wide	Lot 482 Lot 483 Lot 484 Lot 487 Lot 488  Lot 489  Lot 490	Lot 483 - 485 inclusive Lot 484 - 485 inclusive Lot 485 Lot 486 Lot 221-228 inclusive in DP <del>1107881</del> and <del>1107781</del> and Lot 39-45 inclusive in DP <del>105829</del> <del>1058129</del> Lot 221-228 inclusive in DP <del>1107881</del> and <del>1107781</del> and Lot 39-45 inclusive in DP <del>105829</del> and Lot 488 Lot 221-228 inclusive in DP <del>1107881</del> and <del>1107781</del> Lot 39-45 inclusive in DP <del>105829</del> and <del>1058129</del> Lot 488 and Lot 489
9.	Easement for support 1.5 wide	Lot 487	Lot 486
10.	Easement for support 2.5 wide	Lot 477 Lot 478 Lot 479 Lot 480 Lot 481 Lot 488 Lot 489 Lot 490 Lot 493 Lot 494 Lot 495	Lot 220 in DP 1107781 Lot 477 Lot 478 Lot 479 Lot 480 Lot 221 in DP 1107781 Lot 488 Lot 489 Lot 494 Lot 495 Lot 265 in DP 1128382

*Handwritten signatures and initials:*  
 [Signature]  
 [Signature]  
 [Signature]  
 [Signature]  
 [Signature]  
 [Signature]

*Handwritten signatures:*  
 [Signature]  
 [Signature]

*Handwritten signature:*  
 L. Tran

(Sheet 3 of 12 sheets)

Plan: **DP1237675**

Subdivision of -  
 Lot 478 in Deposited Plan 1225546  
 Lot 229 in Deposited Plan 1107781  
 Lot 457 in Deposited Plan 1230886  
 covered by Subdivision Certificate  
 No. 892.1 of 2010

11.	Easement for support 4 wide	Lot 482 Lot 483 Lot 484 Lot 485  Lot 486 Lot 487 Lot 491 Lot 492 Lot 493 Lot 494	Ballina Shire Council & Lot 481 Lot 481 Lot 481 Lot 188 in DP 1066838 And Lot 481 Lot 188 & 189 in DP 1066838 Lot 189 & 190 in DP 1066838 Lot 490 Lot 490 Lot 489 & Lot 490 Lot 488 & Lot 489
12.	Easement for support 8 wide	Lot 477  Lot 478  Lot 479 Lot 480  Lot 495	Lot 182 & Lot 183 in DP 1066838 Lot 183 & Lot 184 in DP 1066838 Lot 184 in DP 1066838 Lot 185 & Lot 186 in DP 1066838 Lot 221 in DP 1107781 And Lot 488
13.	Easement for support variable width	Lot 481	Lot 186 and 187 in DP 1066838
14.	Positive Covenant 2 wide	<i>PART PART</i> Lots 483,484 and <i>PART</i> 486	Ballina Shire Council
15.	Positive Covenant variable width	<i>PART</i> Lot 482 " Lot 486 " Lot 491 " Lot 492	Ballina Shire Council
16.	Restrictions on use of the Land	Lot 481	Each other Lot
17.	Restrictions on use of the Land	Lots 477 – 480 inclusive Lots 482 – 495 inclusive	Each other Lot
18.	Restrictions on use of the Land	Each Lot	Ballina Shire Council

*Handwritten signatures and initials:*  
 [Signature] [Signature]  
 [Signature] [Signature]

*Large handwritten signatures at the bottom of the page:*  
 [Signature] [Signature] [Signature] [Signature]

Plan: **DP1237675**

Subdivision of -  
Lot 478 in Deposited Plan 1225546  
Lot 229 in Deposited Plan 1107781  
Lot 457 in Deposited Plan 1230886  
covered by Subdivision Certificate  
No. 892.1 of 2010

19.	Positive Covenant	Lot 487	Ballina Shire Council
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**PART 2 (TERMS)**

4. Terms of Positive Covenant 1 wide fourthly referred to in the abovementioned Plan:

1. The registered proprietor of the lot burdened ~~shall~~ *but only within the part shown as burdened on the plan;*
  - (a) Maintain on the lot burdened, ~~but only within the site of this easement,~~ the functionality and integrity of the service drain to collect and divert water away from the lot benefited.
  - (b) Do anything reasonably necessary for that purpose and its expense.
  - (c) Not interfere with the existing drain or
  - (d) Not use the site of this easement, ~~or any other part of the lot burdened,~~ or any other land in a way which may detract from the performance of the service drain.
  
2. If the owner of the lot burdened does or allows anything to be done which damages the existing drain or impairs its effectiveness, the owner of the lot benefited and or the authority benefited may serve not less than fourteen days notice on the owner of the lot burdened requiring the damage to be repaired or the impairment removed.

If the owner of the lot burdened does not comply with the notice, the owner of the lot benefited and/or the authority benefited may enter and repair the damage or remove the impairment and may recover any reasonable costs from the owner of the lot burdened.

3. In exercising those powers granted in clause (2) (whether or not after serving a notice), the owner of the lot benefited must:
  - (a) ensure all work is done properly, and
  - (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
  - (c) cause as little damage as is practicable to the lot burdened and any improvement on it, and



Plan: **DP1237675**

Subdivision of -  
Lot 478 in Deposited Plan 1225546  
Lot 229 in Deposited Plan 1107781  
Lot 457 in Deposited Plan 1230886  
covered by Subdivision Certificate  
No. 892.1 of 2010

- (d) restore the lot burdened as nearly as is practicable to its former condition, and
- (e) make good any collateral damage.

9.10.11, 12 13. Terms of Easement for Support 1.5 wide ninthly, 2.5 wide tenthly, 4 wide eleventhly, 8 wide twelfthly and variable width thirteenthly referred to in the abovementioned Plan:

Easement for Support:

1. The owner of the lot burdened shall:
  - (a) maintain on the lot burdened, but only within the site of this easement, the structural stability of the existing wall to support the surface or subsurface of the lot benefited or any part of it, or any structure or works on the lot benefited, and
  - (b) do anything reasonably necessary for that purpose at his expense.
  - (c) Not interfere with the existing wall or the support it offers, or
  - (d) Not use the site of this easement, or any other part of the lot burdened, or any other land, in a way which may detract from the stability of or the support provided by the existing wall.
2. If the owner of the lot burdened does or allows anything to be done which damages the existing wall or impairs its effectiveness, the owner of the lot benefited and/or the authority benefited may serve not less than 14 days' notice on the owner of the lot burdened requiring the damage to be repaired or the impairment removed.

If the owner of the lot burdened does not comply with the notice, the owner of the lot benefited and/or the authority benefited may enter and repair the damage or remove the impairment and may recover any reasonable costs from the owner of the lot burdened.

3. In exercising those powers granted in clause (2) (whether or not after serving a notice), the owner of the lot benefited must:
  - (a) ensure all work is done properly, and




Plan: **DP1237675**

Subdivision of -  
Lot 478 in Deposited Plan 1225546  
Lot 229 in Deposited Plan 1107781  
Lot 457 in Deposited Plan 1230886  
covered by Subdivision Certificate  
No. 892.1 of 2010

- (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
- (c) cause as little damage as is practicable to the lot burdened and any improvement on it, and
- (d) restore the lot burdened as nearly as is practicable to its former condition, and
- (e) make good any collateral damage.

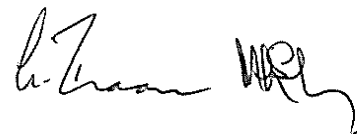
14 & 15 Terms of Positive Covenant 2 wide fourteenthly referred to and variable width fifteenthly referred to in the abovementioned Plan:

The Registered Proprietor of the lot burdened, but only within the site of this part shown  Easement, must ensure: *as burdened in the plan; ensure*

- (a) Effective insect screening is affixed to all external doors, windows and other openings in all habitable dwellings constructed on the part lot burdened.
- (b) Effective and durable insect screening is affixed to all openings, including inspection openings and overflows, on any rainwater tank on the part lot burdened.
- (c) Garden bed vegetation on the part burdened is to substantially consist of low plantings not exceeding 300 millimetres in height.
- (d) Shrubs on the part burdened over 300 millimetres in height shall not be planted contiguously.
- (e) Branches and driplines of shrubs or small trees on the part burdened shall be separated by a distance of 5 metres.
- (f) No trees on the part burdened which are likely to exceed 5 metres in height shall be planted and small trees shall be planted at least 20 metres apart.

16. Terms of Restriction on the Use of Land sixteenthly referred to in the abovementioned Plan:

- (a) No Flat, Home Unit or building intended to be used as a residence and being part of a multi unit complex erected upon the subject land shall have floor area (excluding carports and outbuildings) of less than 150sq metres.



(Sheet 7 of 12 sheets)

Plan: **DP1237675**

Subdivision of -  
Lot 478 in Deposited Plan 122546  
Lot 229 in Deposited Plan 1107781  
Lot 457 in Deposited Plan 1230886  
covered by Subdivision Certificate  
No. 892.1 of 2010

- (b) No part of the subject land shall be used for any industrial manufacturing or retailing purposes and no offensive or noisy trade or activity shall be carried out on any part thereof.
- (c) No fence shall be erected on the subject land having a height exceeding two (2) metres.
- (d) No asbestos sheeting or panels or similar materials shall be used in the construction of any external walls of any building erected on any Lot and such external walls shall only be constructed of brick, brick veneer, stone, concrete, timber or glass or any combination thereof. Constructions shall be deemed to include alterations or additions.
- (e) No buildings of pole house construction shall be permitted.
- (f) No building erected on the subject land shall have a roof of a material other than a material of a non-reflective nature and no roof shall be of corrugated iron, white colourbond steel, fibrous cement or similar materials.
- (g) No animals, livestock, poultry or birds of any kind shall be raised, bred or kept upon the subject land or any part thereof, pets, birds and one dog and one desexed cat and other household pets may be kept provided that in respect of dogs the owners shall securely fence their yards and no dog shall be registered by Ballina Shire Council ("the Council") unless the owner can satisfy the requirements of the Council in respect of such fencing and no person shall be able to retrieve a dog from the Council unless they can demonstrate to the Council that such fencing requirements have been met, and in respect of cats, such cats shall be restrained within the dwelling or a secure night cage between the hours of 6pm to 6am and provided further that such birds, dogs, cats and other household pets shall not be kept, bred or maintained for any commercial purpose.
- (h) All grass and other vegetation growing upon the subject land shall be regularly mown and maintained and the subject land shall be kept free of all rubbish, refuse or garbage. No waste shall be kept thereon except in sanitary containers.
- (i) No person shall erect or cause or permit to be erected upon the subject land or any part thereof any advertisement, hoarding or similar structure and shall not permit the subject land or any part thereof or any building or structure erected thereon to be used for the display of any advertisement or notice except those that relate solely to the selling or letting of the subject land or any part thereof or any building erected thereon.



Plan: **DP1237675**

Subdivision of -  
Lot 478 in Deposited Plan 1225546  
Lot 229 in Deposited Plan 1107781  
Lot 457 in Deposited Plan 1230886  
covered by Subdivision Certificate  
No. 892.1 of 2010

- (j) No shed, basement, tent, shack, garage, trailer, camper, caravan or any outbuilding erected or placed on any lot shall be used at any time as a permanent or seasonal dwelling unless authorised in writing by the Council of the Shire of Ballina.
- (k) No second hand materials or materials from any other previously erected dwelling or structure shall be used in the construction of any dwelling or building erected upon any Lot.
- (l) The construction or erection of any building being erected on any lot shall be prosecuted diligently and continuously from the commencement of that construction or erection until the exterior of such building is completed and painted or otherwise suitably finished. Such construction or erection is to be completed within a period of twelve (12) months from the date of commencement unless otherwise authorised in writing by the Council of the Shire of Ballina.
- (m) No dividing fence shall be erected on any of the subject land to divide it from any adjoining lot owned by The Trustees of the Roman Catholic Church for the Diocese of Lismore without the consent of The Trustees of the Roman Catholic Church for the Diocese of Lismore. Such consent shall not be withheld if such fence shall be erected without expense to The Trustees of the Roman Catholic Church for the Diocese of Lismore and be of a type and construction approved by them.
- (n) No Lot shall be transferred unless there is included in each Contract for Sale in respect of such transfer a brochure entitled "Ballina Heights - A Stormwater Management and IR Guide for Residents" issued by Ardill Payne & Partners dated August 2002.

17. Terms of Restriction on the Use of Land seventeenthly referred to in the abovementioned Plan:

- (a) No single dwelling house erected upon the subject land shall have a floor area (excluding carports and outbuildings) of less than 160 square metres.
- (b) No part of the subject land shall be used for any industrial manufacturing or retailing purposes and no offensive or noisy trade or activity shall be carried out on any part thereof.
- (c) No fence shall be erected on the subject land having a height exceeding two (2) metres.

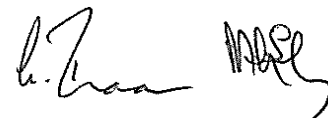


(Sheet 9 of 12 sheets)

Plan: **DP1237675**

Subdivision of -  
Lot 478 in Deposited Plan 1225546  
Lot 229 in Deposited Plan 1107781  
Lot 457 in Deposited Plan 1230886  
covered by Subdivision Certificate  
No. 892.1 of 2010

- (d) Not more than one main building intended to be used for a residence shall be permitted to be erected on each separate Lot in the subdivision covered by this Instrument.
- (e) No Flats, Home Units or multi unit dwellings shall be constructed, erected, altered, remodelled, placed or maintained on the subject land.
- (f) No asbestos sheeting or panels or similar materials shall be used in the construction of any external walls of any building erected on any Lot and such external walls shall only be constructed of brick, brick veneer, stone, concrete, timber or glass or any combination thereof. Constructions shall be deemed to include alterations or additions.
- (g) No buildings of pole house construction shall be permitted.
- (h) No separate garage, outbuildings or similar structure shall be erected upon the subject land unless the same is of a similar and compatible design and of similar materials and colour as the principal building erected thereon provided however that one colourbond garden shed may be erected within each Lot.
- (i) No building erected on the subject land shall have a roof of a material other than a material of a non-reflective nature and no roof shall be of corrugated iron, white colourbond steel, fibrous cement or similar materials.
- (j) No animals, livestock, poultry or birds of any kind shall be raised, bred or kept upon the subject land or any part thereof, pets, birds and one dog and one desexed cat and other household pets may be kept provided that in respect of dogs the owners shall securely fence their yards and no dog shall be registered by Ballina Shire Council ("the Council") unless the owner can satisfy the requirements of the Council in respect of such fencing and no person shall be able to retrieve a dog from the Council unless they can demonstrate to the Council that such fencing requirements have been met, and in respect of cats, such cats shall be restrained within the dwelling or a secure night cage between the hours of 6pm to 6am and provided further that such birds, dogs, cats and other household pets shall not be kept, bred or maintained for any commercial purpose.
- (k) All grass and other vegetation growing upon the subject land shall be regularly mown and maintained and the subject land shall be kept free of all rubbish, refuse or garbage. No waste shall be kept thereon except in sanitary containers.
- (l) No person shall erect or cause or permit to be erected upon the subject land or any part thereof any advertisement, hoarding or similar structure and shall not permit



(Sheet 10 of 12 sheets)

Plan: **DP1237675**

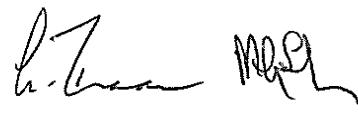
Subdivision of -  
Lot 478 in Deposited Plan 1225546  
Lot 229 in Deposited Plan 1107781  
Lot 457 in Deposited Plan 1230886  
covered by Subdivision Certificate  
No. 892.1 of 2010

the subject land or any part thereof or any building or structure erected thereon to be used for the display of any advertisement or notice except those that relate solely to the selling or letting of the subject land or any part thereof or any building erected thereon.

- (m) No shed, basement, tent, shack, garage, trailer, camper, caravan or any outbuilding erected or placed on any lot shall be used at any time as a permanent or seasonal dwelling unless authorised in writing by the Ballina Shire Council.
- (n) No second hand materials or materials from any other previously erected dwelling or structure shall be used in the construction of any dwelling or building erected upon any Lot.
- (o) The construction or erection of any building being erected on any lot shall be prosecuted diligently and continuously from the commencement of that construction or erection until the exterior of such building is completed and painted or otherwise suitably finished. Such construction or erection is to be completed within a period of twelve (12) months from the date of commencement unless otherwise authorised in writing by the Ballina Shire Council.
- (p) No dividing fence shall be erected on any of the subject land to divide it from any adjoining lot owned by The Trustees of the Roman Catholic Church for the Diocese of Lismore without the consent of The Trustees of the Roman Catholic Church for the Diocese of Lismore. Such consent shall not be withheld if such fence shall be erected without expense to The Trustees of the Roman Catholic Church for the Diocese of Lismore and be of a type and construction approved by them.
- (q) No Lot shall be transferred unless there is included in each Contract for Sale in respect of such transfer a brochure entitled "Ballina Heights - A Stormwater Management and IR Guide for Residents" issued by Ardill Payne & Partners dated August 2002.

18. Terms of Restriction on the Use of Land eighteenthly referred to in the abovementioned Plan:

No dwelling and/or other building with plumbing shall be constructed on the Lot unless it has provision for non-potable water service plumbing and facilities to the approval of Ballina Shire Council's "Dual Water Supply – Plumbing Guidelines" and



Plan: **DP1237675**

Subdivision of -  
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No. 892.1 of 2010

“Plumbers Quick Checklist for Plumbing in Areas with Dual Water Supply” policies and any superseding policies.

19. Terms of Positive Covenant nineteenthly referred to:

The Registered Proprietor of the lot burdened must ensure:

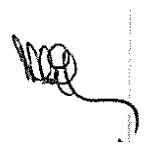
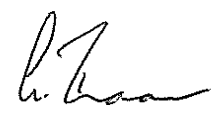
- (a) Effective insect screening is affixed to all external doors, windows and other openings in all habitable dwellings constructed on the lot burdened.
- (b) Effective and durable insect screening is affixed to all openings, including inspection openings and overflows, on any rainwater tank on the lot burdened.
- (c) Garden bed vegetation on the lot burdened is to substantially consist of low plantings not exceeding 300 millimetres in height.
- (d) Shrubs on the lot burdened over 300 millimetres in height shall not be planted contiguously.
- (e) Branches and driplines of shrubs or small trees on the lot burdened shall be separated by a distance of 5 metres.
- (f) No trees on the lot burdened which are likely to exceed 5 metres in height shall be planted and small trees shall be planted at least 20 metres apart.

Name of person or body empowered to release vary or modify the terms of the Easements or Restrictions Numbers 1 to 15 inclusive, and No. 18 and 19 created herein:

Ballina Shire Council

Name of person or body empowered to release vary or modify the terms of the Easements or Restrictions Numbers 16 and 17 created herein.

The Trustees of the Roman Catholic Church for the Diocese of Lismore and Vixsun Pty Limited



Plan: **DP1237675**

Subdivision of -  
Lot 478 in Deposited Plan 1225546  
Lot 229 in Deposited Plan 1107781  
Lot 457 in Deposited Plan 1230886  
covered by Subdivision Certificate  
No. 892.1 of 2010

SIGNED for and on behalf of  
BALLINA SHIRE COUNCIL by its Authorised  
Officer confirming its agreement to the creation  
of the easements in gross referred to in Part 1  
hereof in the presence of:

.....  
Signature of Witness *R. Guter*  
.....  
*ROBYN GUTER*  
.....  
Name of Witness

.....  
Signature of Authorised Officer  
.....  
*ANDREW SMITH*  
.....  
Name and title of Authorised Officer

Signed for and on behalf of The Trustees of  
the Roman Catholic Church for the Diocese  
of Lismore, a body corporate constituted  
under the Roman Catholic Church Trust  
Property Act, 1936 (NSW) Power of  
Attorney Book: 4703 No: 719.

.....  
Attorney Name: Gregory Bernard Isaac,  
Diocesan Business Manager

Before me: .....  
Witness name: *MICHAEL GERARD STAY*  
*6 BRADMAN CRT, SKENNARS HEAD NSW 2478*

Signed for and on behalf of  
Vixsun Pty Limited (ACN 079 491 839)

.....  
Rodney Frances Gates  
Director

.....  
John Colin Gates  
Director

CONNECTIONS BETWEEN PERMANENT MARKS

PM83204 - SSM128081	98° 23' 44" 975,663 MGA
SM128081 - SSM167214	340° 04' 16" 432,108 SURVEY
SM167214 - PM83204	340° 04' 07" 432,103 MGA
SM167214 - PM83204	252° 07' 31" 859,391 SURVEY
PM83204 - SSM195032	252° 07' 34" 859,385 MGA
SM195032 - SSM128081	45° 07' 43" 727,7 SURVEY
SM195032 - SSM128081	145° 34' 34" 795,1 SURVEY

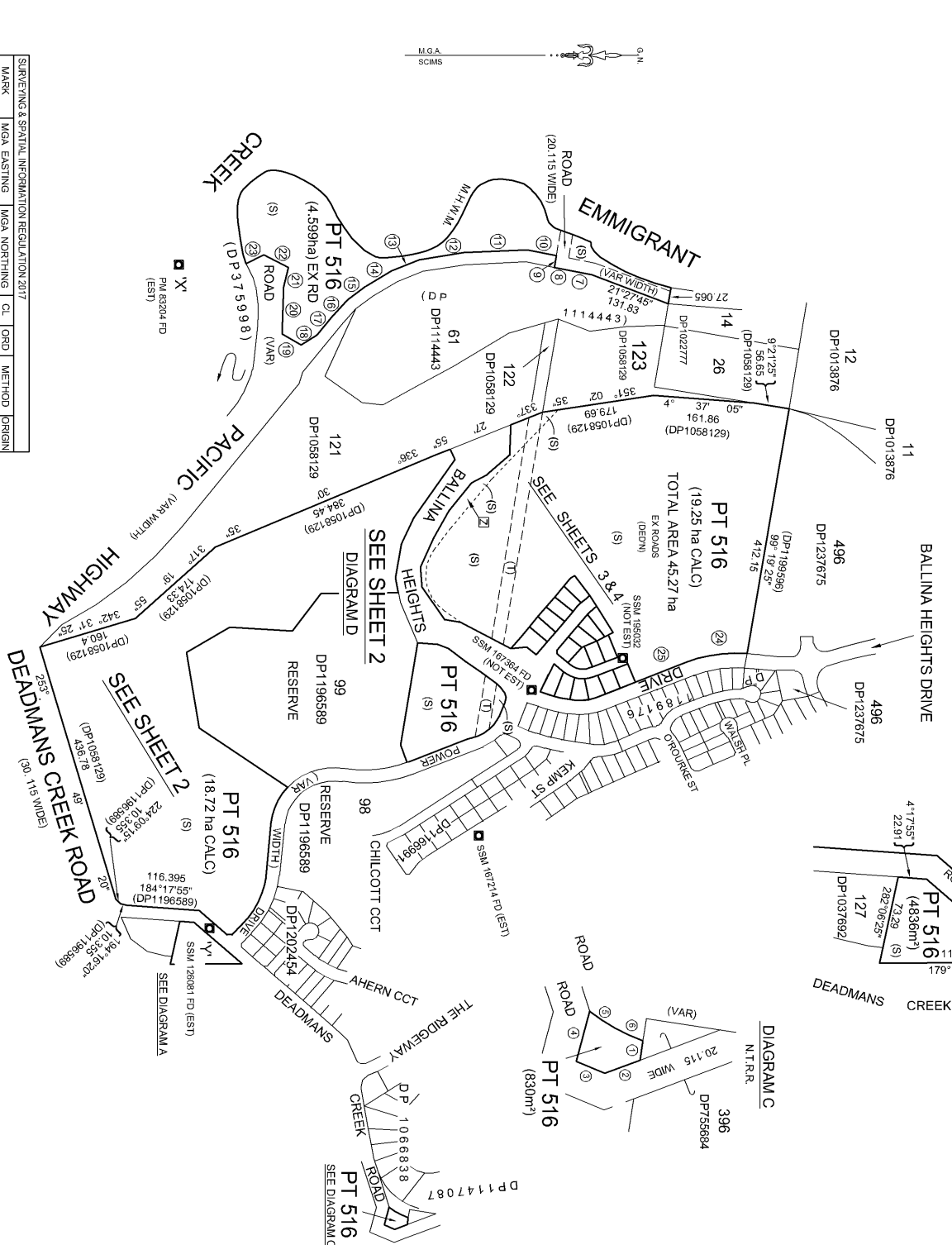


TABLE OF SHORT LINES AND CURVED BOUNDARIES

No.	BEARING	DISTANCE	ARC	R.A.D.	ORIGIN
1	98° 43' 25"	11.39			(DP108129)
2	156° 34' 50"	21.635			(DP108129)
3	203° 36' 50"	17.835			(DP108129)
4	284° 32' 50"	30.885			(DP108129)
5	35° 27' 55"	12.5	12.51	115	(DP108129)
6	26° 56' 30"	22.825	22.88	121.09	(DP108129)
7	191° 25' 45"	41.89			(DP91411)
8	191° 25' 45"	20.13			(DP120386)
9	279° 14' 05"	31.685			(DP120386)
10	177° 34'	50.68			(DP120386)
11	177° 16' 50"	98.845			(DP120386)
12	170° 54' 50"	72.07			(DP120386)
13	157° 20' 50"	48.08			(DP120386)
14	148° 20' 50"	49.08			(DP120386)
15	142° 39' 50"	37.005			(DP120386)
16	130° 52' 50"	37.48			(DP120386)
17	128° 41' 45"	37.695			(DP120386)
18	147° 07' 50"	31.02			(DP120386)
19	210° 50' 5"	34.81			(DP120386)
20	271° 38'	79.86			(DP120386)
21	283° 39'	31.91			(DP120386)
22	206° 53' 30"	44.16			(DP120386)
23	154° 22' 30"	29.9750C			(DP120386)
24	171° 06' 30"	100.94			(DP108129)
25	157° 48' 55"	85.715			(DP108129)

- EASEMENT TO DRAIN WATER VARIABLE WIDTH (DP1202933)
- (S) LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS - SEE CROWN GRANT
- (T) LAND EXCLUDES MINERALS - SEE SEC 171 CROWN LANDS ACT 1989

HEIGHT SCHEDULE

MARK	AHD VALUE	CLASS	ORDER	HEIGHT DATUM VALIDATION	STATE
PM 83204	1.056	B	2	SCMS ADOPTED	FOUND
SM 128081	2.925	B	2	FROM SCMS-DATUM VALIDATION	FOUND
SM 167214	35.8	LD	N/A	N/A	FOUND
SM 16784	6.35	LD	N/A	N/A	FOUND
SM 195032	21.81	LD	N/A	N/A	PLACED

HEIGHT DIFFERENCE SCHEDULE

FROM	TO	HEIGHT DIFFERENCE	METHOD
PM 83204	SM 128081	1.885	TRIGONOMETRIC HEIGHTING
SM 128081	SM 167214	32.889	TRIGONOMETRIC HEIGHTING
SM 167214	SM 195032	-13.99	TRIGONOMETRIC HEIGHTING
SM 195032	SM 16784	-15.46	TRIGONOMETRIC HEIGHTING
SM 195032	PM 83204	-5.308	TRIGONOMETRIC HEIGHTING

SURVEYING & SPATIAL INFORMATION REGULATION 2017

MARK	MGA EASTING	MGA NORTHING	CL	ORIG	METHOD	ORIGIN
SM 126081	552 405 648	6810 834 897	A	1		SCMS
PM 83204	551 440 302	6810 977 296	A	1		SCMS
SM 167214	552 258 402	6811 240 966	C	3		SCMS
SM 16784	552 071 1869	6811 347 125	C	U	TRAVESSE	SCMS
SM 195032	551 996 340	6811 400 507	C	U	TRAVESSE	SCMS

COMBINED SEA LEVEL AND SCALE FACTOR 0.999826 ZONE 56  
 SOURCE: MGA COORDINATES ADOPTED FROM SCMS ON 7-02-2018

Surveyor: ROBERT JOHN JACOB  
 ARDILL PAYNE & PARTNERS  
 Date of Survey: 15 FEBRUARY 2018  
 Surveyors Ref: 50090P14

PLAN OF SUBDIVISION OF  
 LOT 497 IN DP1237675

LGA: BALLINA  
 Locality: CUMBALUM  
 Submission No.: 468/12015  
 Lengths are in metres. Reduction Ratio 1:5000

Registered  
 25.05.2018  
 DP1243041

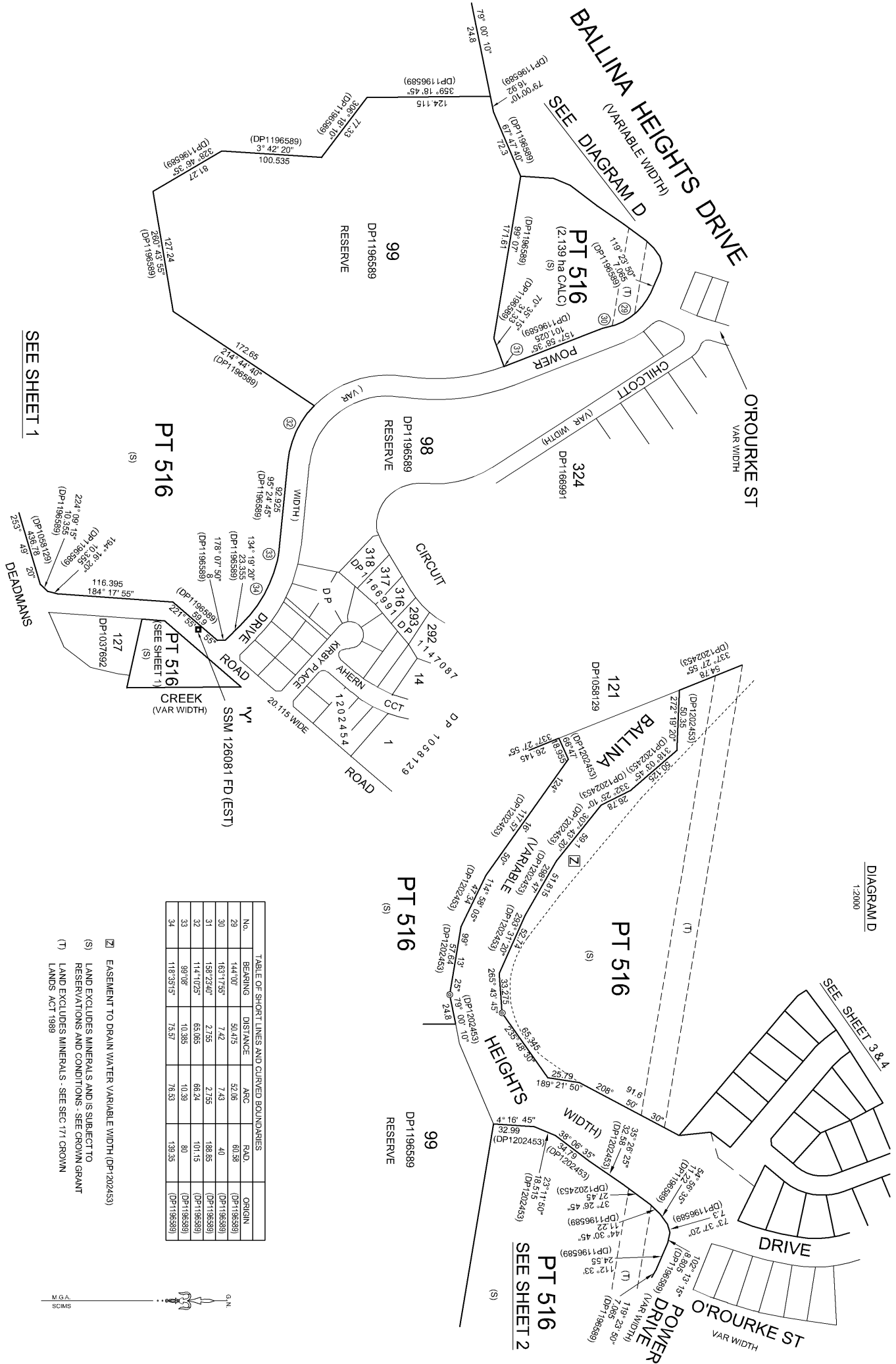


DIAGRAM D  
1:2000

TABLE OF SHORT LINES AND CURVED BOUNDARIES

No.	BEARING	DISTANCE	ARC	RAD.	ORIGIN
29	144° 00'	50.475	52.06	60.38	(DP1196589)
30	163° 17' 55"	7.42	7.43	40	(DP1196589)
31	159° 23' 40"	2.755	2.755	188.85	(DP1196589)
32	114° 10' 25"	65.065	68.24	101.15	(DP1196589)
33	99° 08'	10.385	10.39	80	(DP1196589)
34	118° 35' 15"	75.57	75.53	139.35	(DP1196589)

- EASEMENT TO DRAIN WATER VARIABLE WIDTH (DP1202453)
- (S) LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS - SEE CROWN GRANT
- (T) LAND EXCLUDES MINERALS - SEE SEC 171 CROWN LANDS ACT 1989



SEE SHEET 1

SEE SHEET 2

SEE SHEET 3 & 4

Surveyor: ROBERT JOHN JACOB  
 ARDILL PAYNE & PARTNERS  
 Date of Survey: 15 FEBRUARY 2018  
 Surveyors Ref.: 60909P14

PLAN OF SUBDIVISION OF  
 LOT 497 IN DP1237675

LGA: BALLINA  
 Locality: CUMBALUM  
 Subdivision No.: 468/12015  
 Lengths are in metres. Reduction Ratio 1:2500

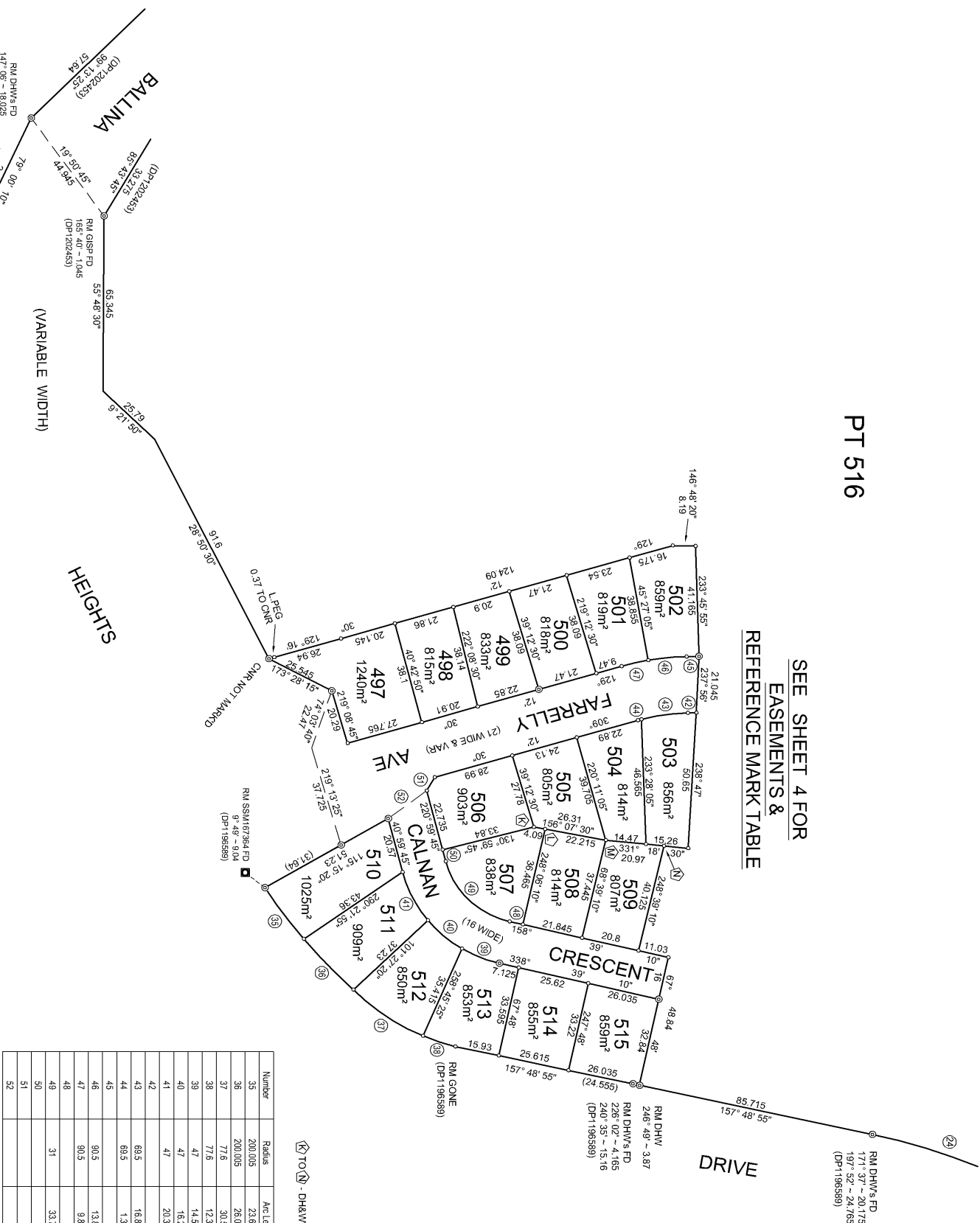
Registered  
 25.05.2018

DP1243041



PT 516

SEE SHEET 4 FOR  
 EASEMENTS &  
 REFERENCE MARK TABLE



(VARIABLE WIDTH)

Number	Radius	Arc Length	Chord Bearing	Chord Distance
35	200.005	23.635	199° 18' 40"	23.625
36	200.005	26.005	142° 12' 05"	25.985
37	77.6	30.38	0° 03' 20"	30.38
38	77.6	12.305	344° 13' 25"	12.295
39	47	14.555	167° 31' 30"	14.5
40	47	16.26	188° 18' 35"	16.18
41	47	20.325	208° 36' 35"	20.165
42	43	324° 12' 30"	324° 12' 30"	3.065
43	69.5	16.885	317° 14' 55"	16.845
44	69.5	1.31	309° 44' 55"	1.31
45	80.5	13.83	324° 12' 30"	13.82
46	90.5	9.86	319° 49' 30"	9.85
47	90.5	9.86	312° 19' 30"	9.855
48	31	33.73	188° 49' 30"	32.09
49	31	33.73	188° 49' 30"	32.09
50	31	33.73	188° 49' 30"	32.09
51	31	33.73	188° 49' 30"	32.09
52	31	33.73	188° 49' 30"	32.09

TO N - D.H.W.'s PLACED AT CORNERS

Surveyor: ROBERT JOHN JACOB  
 ARDILL PAYNE & PARTNERS  
 Date of Survey: 15 FEBRUARY 2018  
 Surveyors Ref: 50090P14

PLAN OF SUBDIVISION OF  
 LOT 497 IN DP1237675

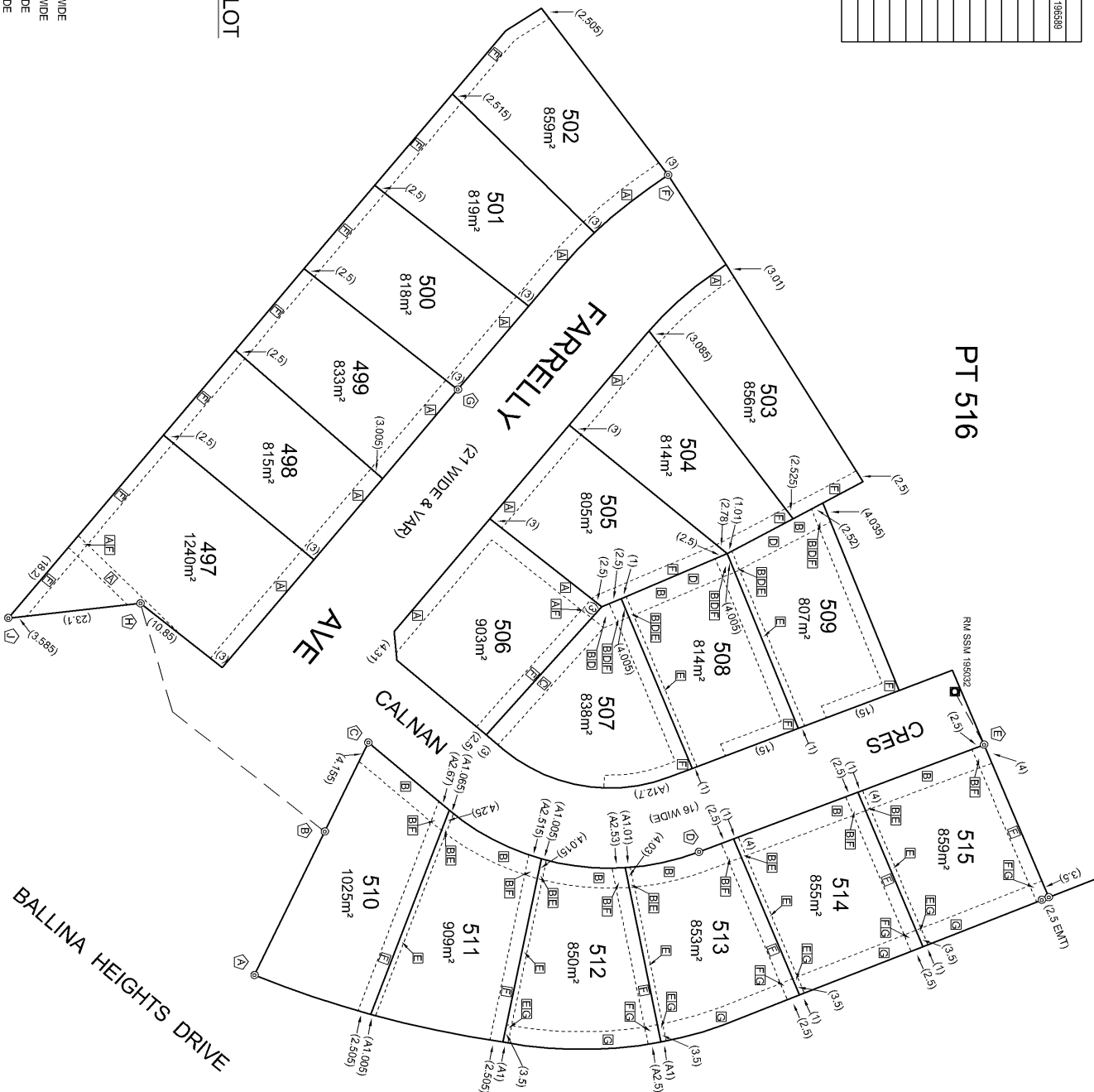
LGA: BALLINA  
 Locality: CUMBALUM  
 Subdivision No.: 468/12015  
 Lengths are in metres. Reduction Ratio 1:1000

Registered  
 25.05.2018

DP1243041



REFERENCE TO CORNERS		
A	RM SSM16734 FD	9° 48' - 9'04
B	RM D&W	118° 31' - 23'51
C	RM D&W	122° 47' - 3'55
D	RM D&W	122° 48' - 12'02
E	RM D&W	70° 41' - 3'05
F	RM D&W	70° 57' - 11'825
G	RM D&W	52° 17' - 4'04
H	RM SSM19002	61° 53' - 11'945
I	RM D&W	248° 54' - 5'08
J	RM D&W	221° 15' - 4'855
K	RM D&W	220° 38' - 16'13
L	RM D&W	332° 19' - 22'43
M	RM D&W	181° 42' - 3'15



SEE SHEET 3 FOR LOT DIMENSIONS

- A EASEMENT TO DRAIN SEWAGE 3 WIDE
- B EASEMENT TO DRAIN SEWAGE 4 WIDE
- C EASEMENT TO DRAIN WATER 3 WIDE
- D EASEMENT TO DRAIN WATER 4 WIDE
- E EASEMENT TO DRAIN WATER 1 WIDE
- F EASEMENT FOR SUPPORT 2.5 WIDE
- G EASEMENT FOR SUPPORT 3.5 WIDE

Surveyor: ROBERT JOHN JACOB  
 ADILL PAYNE & PARTNERS  
 Date of Survey: 15 FEBRUARY 2018  
 Surveyors Ref.: 60909P14


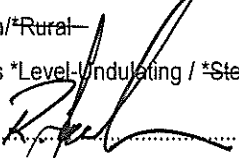
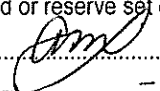
PLAN OF SUBDIVISION OF  
 LOT 497 IN DP1237675

LGA: BALLINA  
 Locality: CUMBALUM  
 Subdivision No.: 468/12015  
 Lengths are in metres. Reduction Ratio 1:600


Registered  
 26.05.2018

DP1243041

0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160

<b>PLAN FORM 6 (2017)</b>	<b>DEPOSITED PLAN ADMINISTRATION SHEET</b>	Sheet 1 of 3 sheet(s)
Registered:  25.05.2018  Title System: <b>TORRENS</b>	Office Use Only <span style="float: right;">Office Use Only</span>  <h1 style="margin: 0;">DP1243041</h1>	
<b>PLAN OF SUBDIVISION OF LOT 497 IN DP1237675</b>	LGA: BALLINA Locality: CUMBALUM Parish: BALLINA County: ROUS	
<p style="text-align: center;">Survey Certificate</p> I, Robert John Jacob..... of Ardill Payne & Partners..... a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: <del>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on .....</del> <del>or</del> *(b) The part of the land shown in the plan (*being/*excluding- LOTS 497 TO 515.....) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , the part surveyed is accurate and the survey was completed on, <b>15 FEBRUARY 2018</b> the part not surveyed was compiled in accordance with that Regulation, or <del>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</del> Datum Line: "X" PM83204 – "Y" SSM126081 Type: *Urban/*Rural The terrain is *Level/Undulating / *Steep Mountainous. Signature:  Dated: <b>23/2/18</b> Surveyor Identification No: 8691..... Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>  *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.	<p style="text-align: center;"><del>Crown Lands NSW/Western Lands Office Approval</del></p> <p style="text-align: center;"><del>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.</del></p> <p style="text-align: center;"><del>Signature: .....</del></p> <p style="text-align: center;"><del>Date: .....</del></p> <p style="text-align: center;"><del>File Number: .....</del></p> <p style="text-align: center;"><del>Office: .....</del></p>	
Plans used in the preparation of survey/compilation. DP1237675 DP1230886 DP1202453 DP1196589	<p style="text-align: center;">Subdivision Certificate</p> I, <b>ANDREW SMITH</b> ..... *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature:  Accreditation number: ..... Consent Authority: <b>BALLINA SHIRE COUNCIL</b> ..... Date of endorsement: <b>11 APRIL 2018</b> ..... Subdivision Certificate number: <b>468.1 / 2015</b> ..... File number: <b>DA 2015/468</b> .....  *Strike through if inapplicable.	
Surveyor's Reference: 5009DP14	Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.  IT IS INTENDED TO DEDICATE TO THE PUBLIC:  FARRELLY AVENUE (21 WIDE & VAR) & CALNAN CRESCENT (16 WIDE) AS PUBLIC ROAD.	
Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A		

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 3 sheet(s)

Office Use Only  
 Registered:  25.05.2018

PLAN OF SUBDIVISION OF LOT 497 IN  
 DP1237675

Subdivision Certificate number: ..... 468.1 / 2015 .....  
 Date of Endorsement: ..... 11 APRIL 2018 .....

Office Use Only  
**DP1243041**

This sheet is for the provision of the following information as required:  
 • A schedule of lots and addresses - See 60(c) SSI Regulation 2017  
 • 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.

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
497	N.A.	FARRELLY	AVENUE	CUMBALUM
498	5	FARRELLY	AVENUE	CUMBALUM
499	7	FARRELLY	AVENUE	CUMBALUM
500	9	FARRELLY	AVENUE	CUMBALUM
501	11	FARRELLY	AVENUE	CUMBALUM
502	13	FARRELLY	AVENUE	CUMBALUM
503	10	FARRELLY	AVENUE	CUMBALUM
504	8	FARRELLY	AVENUE	CUMBALUM
505	6	FARRELLY	AVENUE	CUMBALUM
506	N.A.	FARRELLY	AVENUE	CUMBALUM
507	N.A.	CALNAN	CRESCENT	CUMBALUM
508	9	CALNAN	CRESCENT	CUMBALUM
509	11	CALNAN	CRESCENT	CUMBALUM
510	N.A.	CALNAN	CRESCENT	CUMBALUM
511	N.A.	CALNAN	CRESCENT	CUMBALUM
512	10	CALNAN	CRESCENT	CUMBALUM
513	12	CALNAN	CRESCENT	CUMBALUM
514	14	CALNAN	CRESCENT	CUMBALUM
515	16	CALNAN	CRESCENT	CUMBALUM
516	N/A	N/A	N/A	N/A


Pursuant to Section 88B of the Conveyancing Act 1919, as amended, it is intended to create:

1. Easement to drain sewage 3 wide
2. Easement to drain sewage 4 wide
3. Easement to drain water 3 wide
4. Easement to drain water 4 wide
5. Easement to drain water 1 wide
6. Easement for support 2.5 wide
7. Easement for support 3.5 wide
8. Restrictions on the use of land
9. Positive Covenant
10. Restrictions on the use of land
11. Restrictions on the use of land
12. ~~Restrictions on the use of land~~ POSITIVE COVENANT

If space is insufficient use additional annexure sheet

Surveyor's Reference: 5009DP14

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 3 of 3 sheet(s)

Office Use Only  
Registered:  25.05.2018


Office Use Only  
**DP1243041**

PLAN OF SUBDIVISION OF LOT 497 IN  
DP1237675

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

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- 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: ..... 468.1 / 2015 .....  
Date of Endorsement: ..... 11 APRIL 2018 .....

  
Melissa Ann Cahlan  
10 Orion Street  
Lismore NSW 2480



Signature of Gregory Bernard Isaac, Diocesan Business Manager, signing as Power of Attorney on behalf of The Trustees of the Roman Catholic Church for the Diocese of Lismore, a body corporate constituted under the Roman Catholic Church Trust Property Act 1936 (NSW) Book 4703 No. 719

If space is insufficient use additional annexure sheet

Surveyor's Reference: 5009DP14

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

(Sheet 1 of 8 sheets)

Plan:

**DP1243041**

Subdivision of -

Lot 497 in Deposited Plan 1237675 covered by Subdivision Certificate No. *468.1/2015* of

Full name and address of the owner of the land:

The Trustees of the Roman Catholic Church for the Diocese of Lismore of 75 Magellan Street Lismore being the registered proprietor of Lot 497 in Deposited Plan 1237675

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1.	Easement to drain sewage 3 wide	Lot 497 – 506 Inclusive	Ballina Shire Council
2.	Easement to drain sewage 4 wide	Lot 507 - 515 inclusive	Ballina Shire Council
3.	Easement to drain water 3 wide	Lot 507	Lot 508 Lot 509 Lot 516
4.	Easement to drain water 4 wide	Lot 507 Lot 508 Lot 509	Lot 508, Lot 509 & Lot 516 Lot 509 & Lot 516 Lot 516
5.	Easement to drain water 1 wide	Lot 508 Lot 509 Lot 512 Lot 513 Lot 514 Lot 515 <del>Lot 511</del>	Lot 507 Lot 508 Lot 511 Lot 512 Lot 513 Lot 514 <del>Lot 510</del>
6.	Easement for support 2.5 wide	Lot 497 Lot 498 Lot 499	Lot 516 Lot 516 Lot 516

(Sheet 2 of 8 sheets)

Plan:

**DP1243041**

Subdivision of -

Lot 497 in Deposited Plan 1237675

covered by Subdivision Certificate No. 468.1/2015  
 of

		Lot 500 Lot 501 Lot 502 Lot 503 Lot 504 Lot 505 Lot 506 Lot 507 Lot 508 Lot 509 Lot 510 Lot 511 Lot 512 Lot 513 Lot 514 Lot 515	Lot 516 Lot 516 Lot 516 Lot 516 & Lot 509 Lot 509 Lot 507 & Lot 508 Lot 507 Lot 508 & Ballina Shire Council Lot 509 & Ballina Shire Council Lot 516 & Ballina Shire Council Lot 511 Lot 512 Lot 513 Lot 514 Lot 515 Lot 516
7.	Easement for support 3.5 wide	Lot 512 Lot 513 Lot 514 Lot 515	Ballina Shire Council Ballina Shire Council Ballina Shire Council Ballina Shire Council
8.	Restrictions on use of the Land	Lot 497 – 515 Inclusive	Each other Lot And Ballina Shire Council
9.	Positive Covenant	Lot 497- 515 Inclusive	Ballina Shire Council
10.	Restrictions on use of the Land	Lot 507 Lot 508 Lot 509 Lot 512 Lot 513 Lot 514 Lot 515	Lot 505 & Lot 506 Lot 505 & Lot 507 Lot 503, Lot 504 & Lot 508 Lot 511 Lot 512 Lot 513 Lot 514
11.	Restriction on use of the Land	Lot 497 and Lot 510 - 515 inclusive	Ballina Shire Council
12.	<del>Positive Covenant</del> Restriction on use of the Land	Lot 510 – 515 inclusive	Ballina Shire Council

*L. Truman*

*M. Graham*

*DA*

(Sheet 3 of 8 sheets)

Plan:

**DP1243041**

Subdivision of -

Lot 497 in Deposited Plan 1237675

covered by Subdivision Certificate No. 4681/2015  
of

**PART 2 (TERMS)**

6. & 7.      Terms of Easement for Support 2.5 wide sixthly, 3.5 wide seventhly referred to:

Easement for Support:

- (1)      The owner of the lot burdened shall:
  - (a)      maintain on the lot burdened, but only within the site of this easement, the structural stability of the existing wall to support the surface or subsurface of the lot benefited or any part of it, or any structure or works on the lot benefited, and
  - (b)      do anything reasonably necessary for that purpose at his expense.
  - (c)      Not interfere with the existing wall or the support it offers, or
  - (d)      Not use the site of this easement, or any other part of the lot burdened, or any other land, in a way which may detract from the stability of or the support provided by the existing wall.

- (2)      If the owner of the lot burdened does or allows anything to be done which damages the existing wall or impairs its effectiveness, the owner of the lot benefited and/or the authority benefited may serve not less than 14 days' notice on the owner of the lot burdened requiring the damage to be repaired or the impairment removed.

If the owner of the lot burdened does not comply with the notice, the owner of the lot benefited and/or the authority benefited may enter and repair the damage or remove the impairment and may recover any reasonable costs from the owner of the lot burdened.

- (3)      In exercising those powers granted in clause (2) (whether or not after serving a notice), the owner of the lot benefited must:
  - (a)      ensure all work is done properly, and
  - (b)      cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
  - (c)      cause as little damage as is practicable to the lot burdened and any improvement on it, and



(Sheet 4 of 8 sheets)

Plan:

**DP1243041**

Subdivision of -

Lot 497 in Deposited Plan 1237675

covered by Subdivision Certificate No.

of

468.1/2015

- (d) restore the lot burdened as nearly as is practicable to its former condition, and
- (e) make good any collateral damage.

8. Terms of Restriction on the Use of Land eighthly referred to in the abovementioned Plan:

- (a) No Flat, Home Unit or building intended to be used as a residence and being part of a multi unit complex erected upon the subject land shall have floor area (excluding carports and outbuildings) of less than 150sq metres.
- (b) No single dwelling house erected upon the subject land shall have a floor area (excluding carports and outbuildings) of less than 160sq metres.
- (c) No part of the subject land shall be used for any industrial manufacturing or retailing purposes and no offensive or noisy trade or activity shall be carried out on any part thereof.
- (d) No fence shall be erected on the subject land having a height exceeding two (2) metres.
- (e) No asbestos sheeting or panels or similar materials shall be used in the construction of any external walls of any building erected on any Lot and such external walls shall only be constructed of brick, brick veneer, stone, concrete, timber or glass or any combination thereof. Constructions shall be deemed to include alterations or additions.
- (f) No buildings of pole house construction shall be permitted.
- (g) No building erected on the subject land shall have a roof of a material other than a material of a non-reflective nature and no roof shall be of corrugated iron, white colourbond steel, fibrous cement or similar materials.
- (h) No animals, livestock, poultry or birds of any kind shall be raised, bred or kept upon the subject land or any part thereof, pets, birds and one dog and one desexed cat and other household pets may be kept provided that in respect of dogs the owners shall securely fence their yards and no dog shall be registered by Ballina Shire Council ("the Council") unless the owner can satisfy the requirements of the Council in respect of such fencing and no person shall be able to retrieve a dog from the Council unless they can demonstrate to the Council that such fencing requirements have been met, and in respect of cats, such cats shall be restrained



(Sheet 5 of 8 sheets)

Plan:

**DP1243041**

Subdivision of -

Lot 497 in Deposited Plan 1237675

covered by Subdivision Certificate No. 468.1/2015  
of

within the dwelling or a secure night cage between the hours of 6pm to 6am and provided further that such birds, dogs, cats and other household pets shall not be kept, bred or maintained for any commercial purpose.

- (i) All grass and other vegetation growing upon the subject land shall be regularly mown and maintained and the subject land shall be kept free of all rubbish, refuse or garbage. No waste shall be kept thereon except in sanitary containers.
- (j) No person shall erect or cause or permit to be erected upon the subject land or any part thereof any advertisement, hoarding or similar structure and shall not permit the subject land or any part thereof or any building or structure erected thereon to be used for the display of any advertisement or notice except those that relate solely to the selling or letting of the subject land or any part thereof or any building erected thereon.
- (k) No shed, basement, tent, shack, garage, trailer, camper, caravan or any outbuilding erected or placed on any lot shall be used at any time as a permanent or seasonal dwelling unless authorised in writing by the Council of the Shire of Ballina.
- (l) No second hand materials or materials from any other previously erected dwelling or structure shall be used in the construction of any dwelling or building erected upon any Lot.
- (m) The construction or erection of any building being erected on any lot shall be prosecuted diligently and continuously from the commencement of that construction or erection until the exterior of such building is completed and painted or otherwise suitably finished. Such construction or erection is to be completed within a period of twelve (12) months from the date of commencement unless otherwise authorised in writing by the Council of the Shire of Ballina.
- (n) No dividing fence shall be erected on any of the subject land to divide it from any adjoining lot owned by The Trustees of the Roman Catholic Church for the Diocese of Lismore without the consent of The Trustees of the Roman Catholic Church for the Diocese of Lismore. Such consent shall not be withheld if such fence shall be erected without expense to The Trustees of the Roman Catholic Church for the Diocese of Lismore and be of a type and construction approved by them.
- (o) No Lot shall be transferred unless there is included in each Contract for Sale in respect of such transfer a brochure entitled "Ballina Heights - A Stormwater Management and IR Guide for Residents" issued by Ardill Payne & Partners dated August 2002.



(Sheet 6 of 8 sheets)

Plan:

**DP1243041**

Subdivision of -

Lot 497 in Deposited Plan 1237675

covered by Subdivision Certificate No. 468.1/2015  
of

9. Terms of Positive Covenant ninthly referred to in the abovementioned Plan:

- (a) No plumbing may be installed on the Lot burdened unless it has provision for recycled (non-potable) water service plumbing and facilities in accordance with Ballina Shire Council's Dual Water Supply Plumbing Policy or any superseding policy; and
- (b) The registered proprietor may not complete any contract for sale of the Lot burdened until a Dual Water Supply Cross-Connection Audit Certificate of Compliance (as referred to in Ballina Shire Council's Dual Water Supply Plumbing Policy) in respect of the Lot burdened has been issued by Ballina Shire Council.

10. Terms of Restriction on Use tenthly referred to:

- A.
  - (a) No earthworks shall be undertaken or trees planted or other activities undertaken upon the subject land which is or is likely to have an adverse impact upon the structural stability of the existing wall situated on the Lot benefited.
  - (b) The owner of the Lot burdened shall not interfere with the existing wall.
  - (c) The owner of the Lot burdened shall not use the Lot burdened or any part of it in a way which may detract from the stability or the support provided to the existing wall.
- B. If the owner of the lot burdened does or allows anything to be done which damages the existing wall or impairs its effectiveness, the owner of the lot benefited and/or the authority benefited may serve not less than 14 days' notice on the owner of the lot burdened requiring the damage to be repaired or the impairment removed.

If the owner of the lot burdened does not comply with the notice, the owner of the lot benefited and/or the authority benefited may enter and repair the damage or remove the impairment and may recover any reasonable costs from the owner of the lot burdened.

- C. In exercising those powers granted in clause (2) (whether or not after serving a notice), the owner of the lot benefited must:
  - (a) ensure all work is done properly, and
  - (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and



Plan:

**DP1243041**

Subdivision of -

Lot 497 in Deposited Plan 1237675  
covered by Subdivision Certificate No. 468.1/2015  
of

- (c) cause as little damage as is practicable to the lot burdened and any improvement on it, and
- (d) restore the lot burdened as nearly as is practicable to its former condition, and
- (e) make good any collateral damage.

11. Terms of Restriction on Use Eleventhly referred to:

No access for vehicles shall occur from Ballina Heights Drive into the Lot burdened.

*POSITIVE COVENANT*

12. Terms of ~~Restriction on Use~~ Twelfthly referred to:

Any proposed dwelling (ground floor, first floor and above) to be erected on the lot must achieve the internal noise levels (LAeq) of 35 dBA for all bedrooms during night periods (10pm to 7am) and 40 dBA for all other habitable rooms at any time (as specified in the *Road Traffic Noise Assessment Report* prepared by Soundmatters TTM, dated 20 August 2015.

*BA*

Certification from a suitably qualified and experienced person must be provided to the Principal Certifying Authority (prior to the release of the Construction Certificate or Complying Development Certificate for any dwelling on the lot) certifying the dwelling construction plans and specifications will achieve the required internal noise levels for all bedrooms and habitable rooms. AS 3671: 1989 'Acoustics - Road Traffic Noise Intrusion - Building Siting and Construction' can be used as a guide to achieve the noise level requirements.

Certification from a suitably qualified and experienced person must be provided to the Principal Certifying Authority confirming construction of the dwelling will achieve the required internal noise levels prior to the issue of any Occupation Certificate.

Name of person or body empowered to release vary or modify the terms of the Easements or Restrictions and Positive Covenants Numbered 1, 2, 7, 8, 9, 11 & 12 created herein:

Ballina Shire Council

*[Handwritten signature]*

*[Handwritten signature]*

Plan:

**DP1243041**

Subdivision of -  
Lot 497 in Deposited Plan 1237675  
covered by Subdivision Certificate No. *468.1/2015*  
of

Name of person or body empowered to release vary or modify the terms of the Easements or Restrictions Numbers 3, 4,5,6 & 10 Inclusive created herein.

The Trustees of the Roman Catholic Church for the Diocese of Lismore

SIGNED for and on behalf of BALLINA SHIRE COUNCIL by its Authorised Officer confirming its agreement to the creation of the easements in gross referred to in Part 1 hereof in the presence of:

*[Signature]*  
.....  
Signature of Witness

*[Signature]*  
.....  
Signature of Authorised Officer

*Naomi McCarthy*  
.....  
Name of Witness

*ANDREW SMITH DEVELOPMENT SERVICES MANAGER*  
.....  
Name and title of Authorised Officer

Signed for and on behalf of The Trustees of the Roman Catholic Church for the Diocese of Lismore, a body corporate constituted under the Roman Catholic Church Trust Property Act, 1936 (NSW) Power of Attorney Book: 4703 No. 719.

Before me:.....  
Witness Name: *Melissa Ann Gahan*

*[Signature]*  
.....  
Attorney Name: Gregory Bernard Isaac  
Diocesan Business Manager



CONNECTIONS BETWEEN PERMANENT MARKS	
PM63204 - SSM128081	98° 23' 44" 975.663 MGA SURVEY
SM128081 - SSM167214	340° 04' 16" 432.108 SURVEY
SM167214 - PM63204	340° 04' 07" 432.103 MGA
SSM167214 - PM63204	252° 07' 31" 859.391 SURVEY
SSM167214 - SSM195032	252° 07' 34" 859.391 SURVEY
SSM195032 - SSM207551	45° 07' 43" 127.7 SURVEY
SSM207551 - SSM207550	230° 33' 55" 168.673 SURVEY
SSM207550 - SSM167364	152° 22' 30" 121.906 SURVEY
SSM207550 - SSM167364	121° 08' 01" 183.294 SURVEY

SURVEYING & SPATIAL INFORMATION REGULATION 2017						
MARK	MGA EASTING	MGA NORTHING	CL	ORIG	METHOD	ORIGIN
SSM 128081	552 405.648	6810 834.897	A	1		SCIMS
PM 63204	551 440.802	6810 877.298	A	1		SCIMS
SSM 167214	552 258.402	6811 240.966	C	3		SCIMS
SSM 167364	552 011.089	6811 347.125	C	3		SCIMS
SSM 195032	551 956.340	6811 450.507	C	U	TRAVERSE	
SSM 207550	551 854.980	6811 441.768	C	U	TRAVERSE	
SSM 207551	551 798.476	6811 549.726	C	U	TRAVERSE	

COMBINED SEA LEVEL AND SCALE FACTOR 0.999826 ZONE 56  
 SOURCE: MGA COORDINATES ADOPTED FROM SCIMS ON 7-12-2018

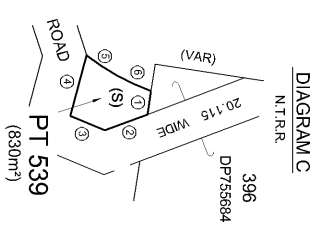
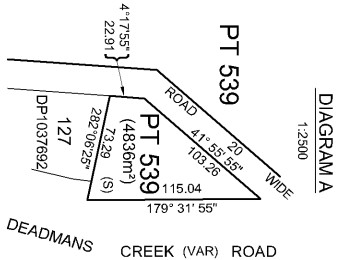
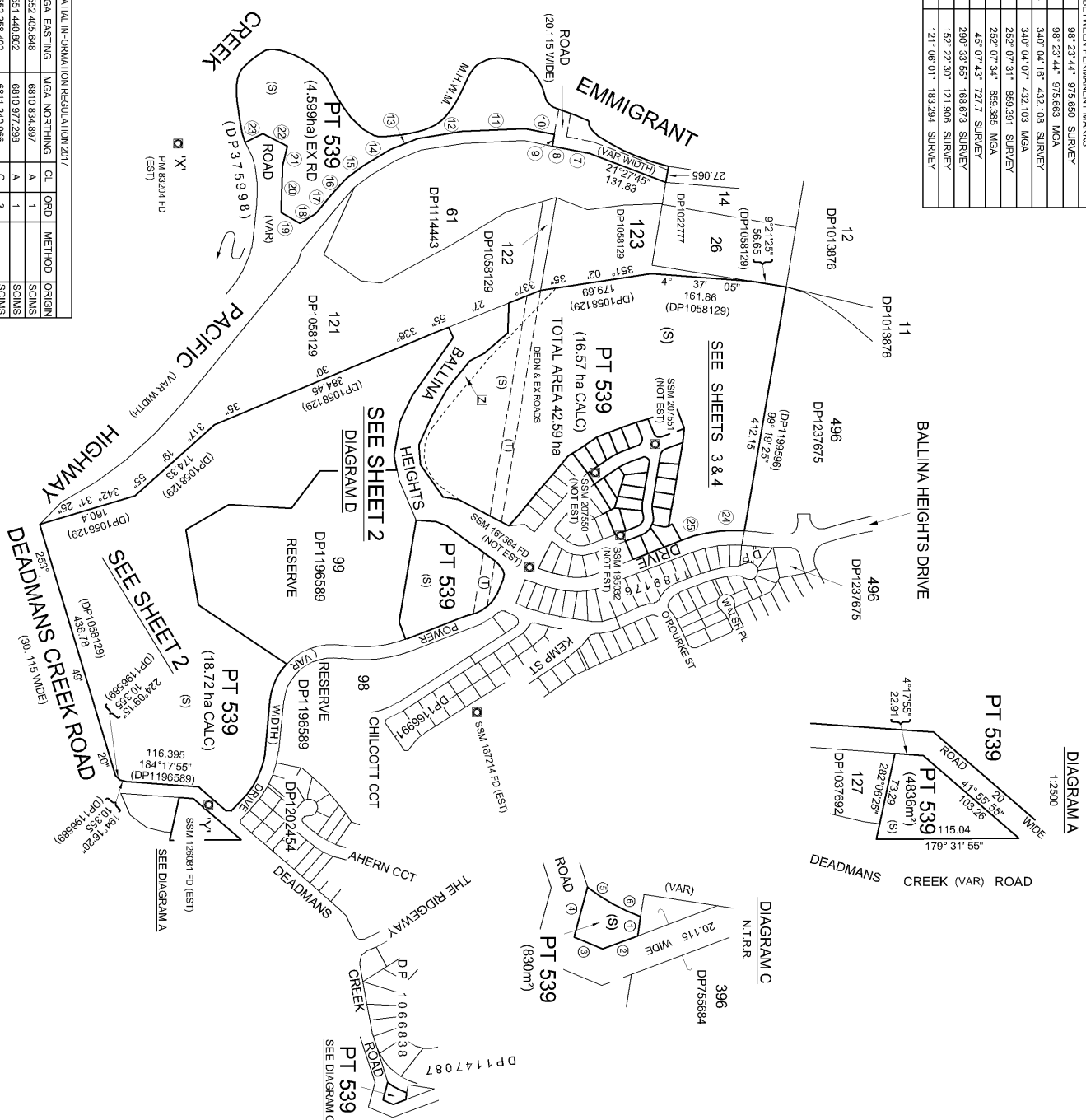


TABLE OF SHORT LINES AND CURVED BOUNDARIES					
No.	BEARING	DISTANCE	ARC	RAD.	ORIGIN
1	98° 43' 25"	11.39			(DP1058129)
2	168° 34' 50"	21.635			(DP1058129)
3	203° 38' 50"	17.835			(DP1058129)
4	264° 32' 50"	30.885			(DP1058129)
5	55° 27' 55"	12.5			(DP1058129)
6	28° 56' 30"	22.825			(DP1058129)
7	191° 25' 45"	41.89			(DP1237675)
8	191° 25' 45"	20.13			(DP1237675)
9	279° 14' 05"	31.685			(DP1237675)
10	177° 34"	50.68			(DP1237675)
11	177° 18' 50"	98.845			(DP1237675)
12	170° 54' 50"	72.07			(DP1237675)
13	157° 20' 50"	48.08			(DP1237675)
14	148° 20' 50"	49.08			(DP1237675)
15	142° 39' 50"	37.005			(DP1237675)
16	130° 52' 50"	37.48			(DP1237675)
17	128° 41' 45"	37.685			(DP1237675)
18	147° 07' 50"	31.02			(DP1237675)
19	210° 55' 05"	34.81			(DP1237675)
20	271° 38"	79.96			(DP1237675)
21	283° 38"	31.91			(DP1237675)
22	208° 53' 30"	44.16			(DP1237675)
23	154° 22' 30"	29.973			(DP1237675)
24	171° 06' 30"	100.94			(DP1237675)
25	157° 48' 55"	2.095			(DP1237675)

- (Z) EASEMENT TO DRAIN WATER VARIABLE WIDTH (DP1202433)
- (S) LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS - SEE CROWN GRANT
- (T) LAND EXCLUDES MINERALS - SEE SEC 171 CROWN LANDS ACT 1989

HEIGHT SCHEDULE					
MARK	AHD VALUE	CLASS	ORDER	HEIGHT DATUM VALIDATION	STATE
SSM 128081	2.925	B	2	FROM SCIMS-DATUM VALIDATION	FOUND
SSM 207550	10.970	LD	N/A		PLACED
SSM 207551	18.03	LD	N/A		PLACED

HEIGHT DIFFERENCE SCHEDULE			
FROM	TO	HEIGHT DIFFERENCE	METHOD
PM 63204	SSM 128081	1.885	TRIGONOMETRIC HEIGHTING
SSM 128081	SSM 207550	8.044	TRIGONOMETRIC HEIGHTING
SSM 207550	SSM 207551	7.063	TRIGONOMETRIC HEIGHTING
SSM 207551	PM 63204	-16.976	TRIGONOMETRIC HEIGHTING

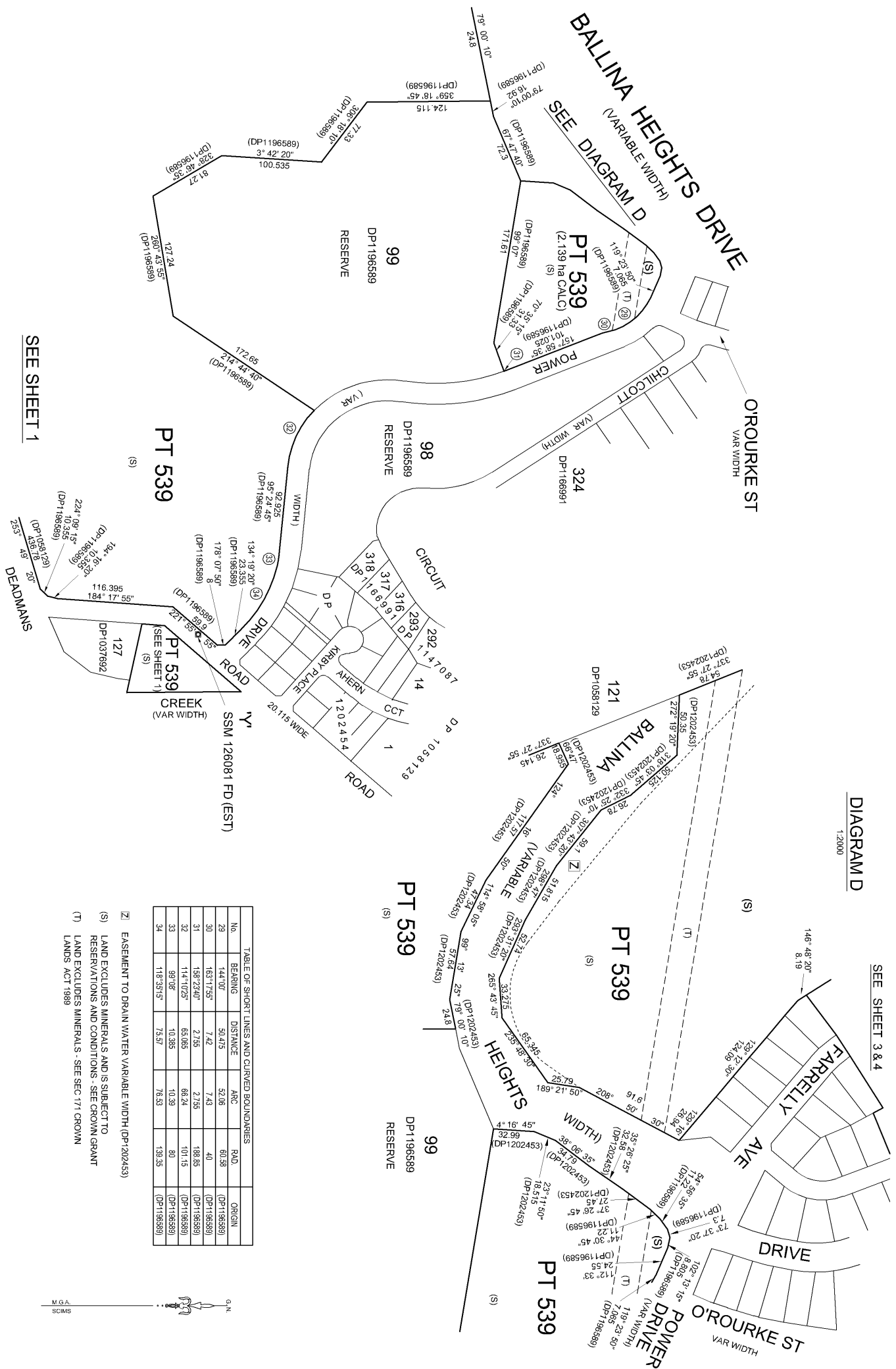
Surveyor: ROBERT JOHN JACOB  
 ADILL PAYNE & PARTNERS  
 Date of Survey: 18 DECEMBER 2018  
 Surveyors Ref: 50090P15

PLAN OF SUBDIVISION OF  
 LOT 516 IN DP1243041

LGA: BALLINA  
 CUMBALUM  
 Submission No.: 468 2/2015  
 Lengths are in metres. Reduction Ratio 1:5000

Registered  
 24.4.2019

DP1252589



SEE SHEET 1

DIAGRAM D  
1:2000

SEE SHEET 3 & 4

No.	BEARING	DISTANCE	ARC	RAD	ORIGIN
29	144° 00'	50.475	52.06	60.58	(DP1196589)
30	163° 17' 55"	7.42	7.43	40	(DP1196589)
31	158° 23' 40"	2.755	188.85	188.85	(DP1196589)
32	114° 10' 25"	65.065	66.24	101.15	(DP1196589)
33	98° 00'	10.385	10.39	80	(DP1196589)
34	118° 35' 15"	75.57	76.53	133.35	(DP1196589)

- [Z] EASEMENT TO DRAIN WATER VARIABLE WIDTH (DP1202453)
- (S) LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS - SEE CROWN GRANT LANDS ACT 1989
- (T) LAND EXCLUDES MINERALS - SEE SEC 171 CROWN LANDS ACT 1989



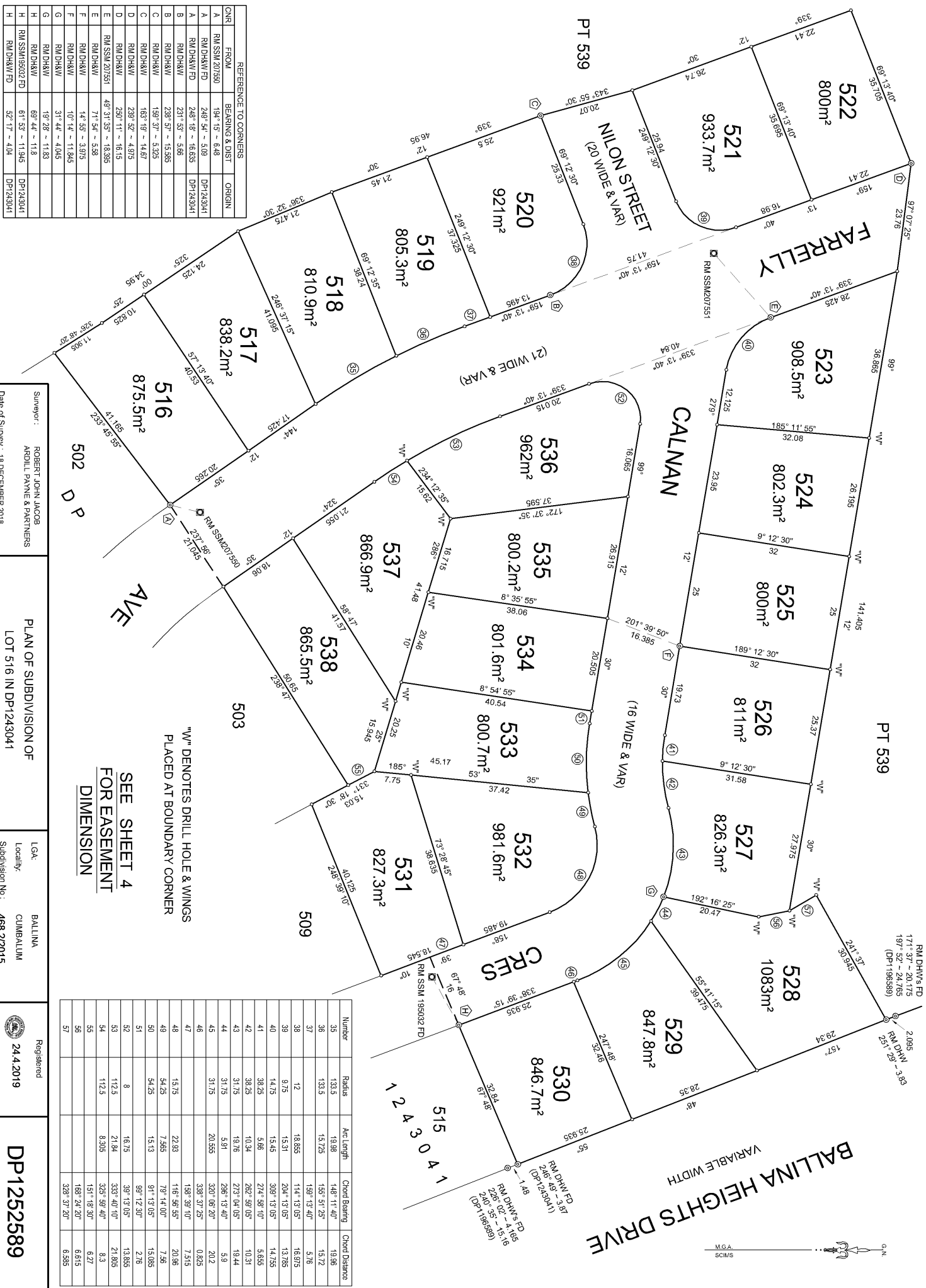
Surveyor: ROBERT JOHN JACOB  
 ARDILL PAYNE & PARTNERS  
 Date of Survey: 18 DECEMBER 2018  
 Surveyors Ref: 60909P15

PLAN OF SUBDIVISION OF  
 LOT 516 IN DP1243041

LGA: BALLINA  
 Locality: CUMBALUM  
 Subdivision No: 468 2/2015  
 Lengths are in metres. Reduction Ratio 1:2500



DP1252589



CNR	FROM	BEARING & DIST	ORIGIN
A	RM SSM 207530	194° 15' - 6.48	DP1243041
A	RM DRHW FD	248° 54' - 5.09	DP1243041
B	RM DRHW	231° 33' - 5.86	DP1243041
B	RM DRHW	238° 57' - 15.325	DP1243041
C	RM DRHW	189° 37' - 15.325	
C	RM DRHW	163° 19' - 14.67	
D	RM DRHW	232° 52' - 4.975	
D	RM DRHW	230° 11' - 16.15	
E	RM SSM 207531	49° 31' 39" - 18.385	
E	RM DRHW	71° 54' - 5.88	
F	RM DRHW	14° 55' - 3.975	
F	RM DRHW	10° 14' - 11.845	
G	RM DRHW	31° 44' - 4.045	
H	RM DRHW	89° 44' - 11.83	
H	RM DRHW	19° 28' - 11.83	
H	RASSM199322 FD	61° 53' - 11.945	DP1243041
H	RM DRHW FD	52° 17' - 4.04	DP1243041

Surveyor: ROBERT JOHN JACOB  
 ARDILL PAYNE & PARTNERS  
 Date of Survey: 18 DECEMBER 2018  
 Surveyors Ref: 5090DP15

PLAN OF SUBDIVISION OF  
 LOT 516 IN DP1243041

LGA: BALLINA  
 Locality: CUMBALUM  
 Subdivision No: 46822015  
 Lengths are in metres. Reduction Ratio 1:500

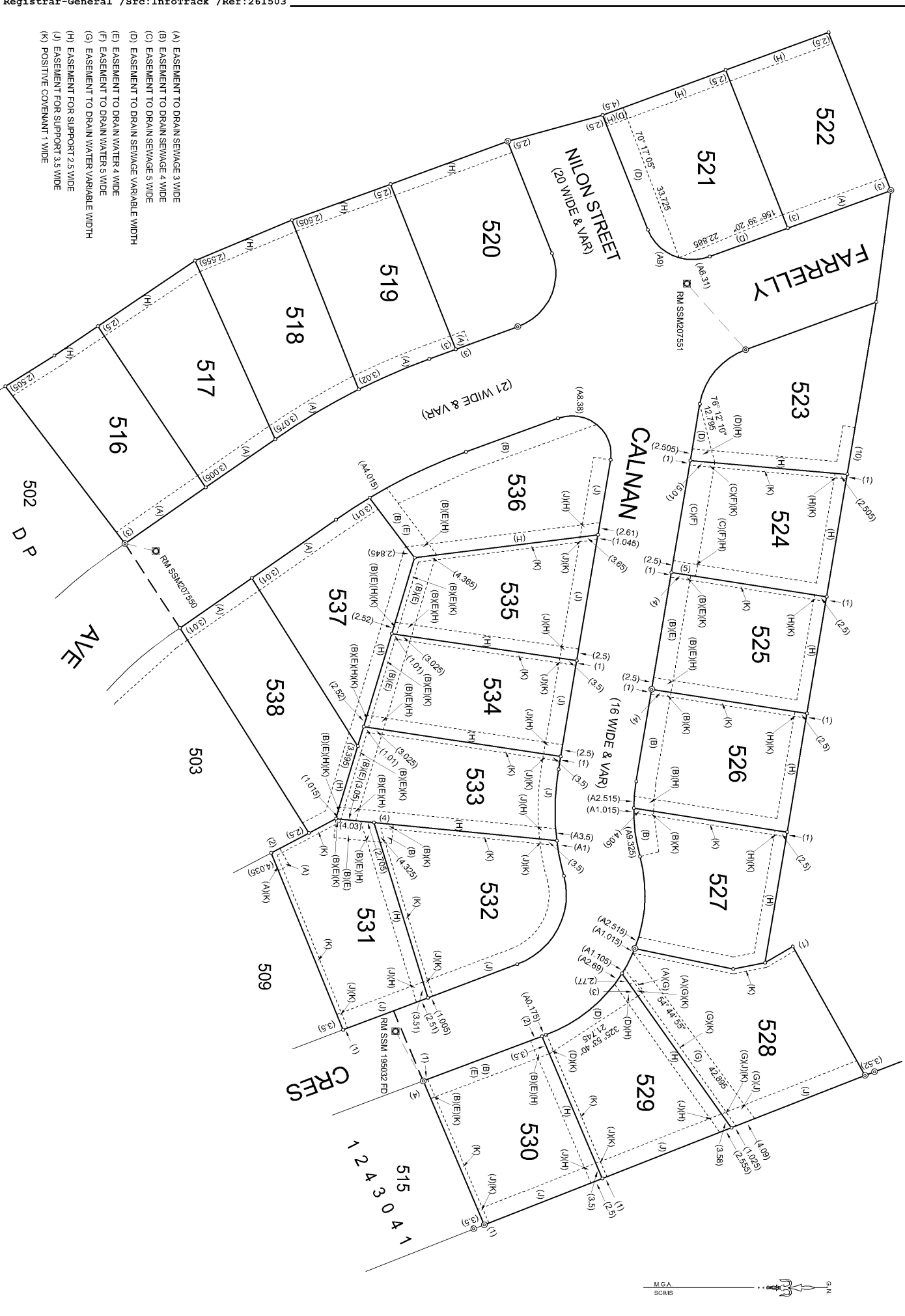
Registered  
 24.4.2019

DP1252589

"W" DENOTES DRILL HOLE & WINGS  
 PLACED AT BOUNDARY CORNER

SEE SHEET 4  
 FOR EASEMENT  
 DIMENSION

Number	Radius	Arc Length	Chord Bearing	Chord Distance
35	133.5	19.98	148° 11' 40"	19.96
36	133.5	15.725	155° 51' 25"	15.72
37	12	158° 13' 40"	5.76	
38	12	18.685	114° 13' 05"	16.975
39	9.75	15.31	204° 13' 05"	13.765
40	14.75	15.45	308° 13' 05"	14.755
41	38.25	5.68	274° 58' 10"	5.655
42	38.25	10.34	282° 59' 05"	10.31
43	31.75	5.91	285° 13' 40"	5.8
44	31.75	20.555	330° 06' 20"	20.2
45	31.75	338° 37' 29"	0.825	
46	15.75	22.93	158° 39' 10"	7.515
47	15.75	116° 56' 57"	20.96	
48	54.25	7.565	79° 14' 00"	7.56
49	54.25	91° 13' 05"	15.085	
50	54.25	98° 12' 30"	2.76	
51	8	16.75	39° 13' 05"	13.885
52	8	21.84	335° 40' 10"	21.805
53	112.5	8.305	191° 18' 30"	8.3
54	112.5	188° 24' 20"	6.615	
55	112.5	328° 37' 20"	6.585	



- (A) EASEMENT TO DRAIN SEWAGE 3 WIDE
- (B) EASEMENT TO DRAIN SEWAGE 4 WIDE
- (C) EASEMENT TO DRAIN SEWAGE 5 WIDE
- (D) EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH
- (E) EASEMENT TO DRAIN WATER 4 WIDE
- (F) EASEMENT TO DRAIN WATER 5 WIDE
- (G) EASEMENT TO DRAIN WATER VARIABLE WIDTH
- (H) EASEMENT FOR SUPPORT 2.5 WIDE
- (J) EASEMENT FOR SUPPORT 3.5 WIDE
- (K) POSITIVE COVENANT 1 WIDE

SEE SHEET 3 FOR LOT DIMENSIONS

Surveyor: ROBERT JOHN JACOB ADRIEL PAYNE & PARTNERS Date of Survey: 18 DECEMBER 2018 Surveyors Ref: 60909P15	PLAN OF SUBDIVISION OF LOT 516 IN DP1243041	LGA: BALLINA Locality: CUMBALUM Subdivision No: 468.22015 Lengths are in metres. Reduction Ratio 1:500	Registered 24.4.2019	DP1252589
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PLAN FORM 6 (2017)	<b>DEPOSITED PLAN ADMINISTRATION SHEET</b>	Sheet 1 of 3 sheet(s)
Registered: <b>24.4.2019</b> Title System: <b>TORRENS</b>	Office Use Only  <h1 style="margin: 0;">DP1252589</h1>	Office Use Only
<b>PLAN OF SUBDIVISION OF LOT 516 IN DP1243041</b>	LGA: BALLINA Locality: CUMBALUM Parish: BALLINA County: ROUS	
<p style="text-align: center;">Survey Certificate</p> I, Robert John Jacob..... of Ardill Payne & Partners..... a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: <del>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on .....</del> *(b) The part of the land shown in the plan (*being/*excluding- LOTS 516 TO 538.....) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , the part surveyed is accurate and the survey was completed on, <b>18 DECEMBER 2018</b> the part not surveyed was compiled in accordance with that Regulation, or <del>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</del> Datum Line: "X" PM83204 – "Y" SSM126081 Type: *Urban/*Rural— The terrain is *Level/Undulating / *Steep/Mountainous— Signature:  Dated: <u>18/12/18</u> Surveyor Identification No: 8691..... Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>  *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> I, ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.  Signature: ..... Date: ..... File Number: ..... Office: .....	
Plans used in the preparation of survey/compilation. DP1243041 DP1196589	<p style="text-align: center;">Subdivision Certificate</p> I, <u>Andrew Smith</u> ..... *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: ..... Accreditation number: ..... Consent Authority: <u>Ballina Shire Council</u> ..... Date of endorsement: <u>29 March 2019</u> ..... Subdivision Certificate number: <u>468.2/2015</u> ..... File number: <u>2015/468</u> .....  *Strike through if inapplicable.	
Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.  IT IS INTENDED TO DEDICATE TO THE PUBLIC:  THE EXTENSIONS OF FARRELLY AVENUE (21 WIDE & VARIABLE) & CALNAN CRESCENT (16 WIDE & VARIABLE), AND NILON STREET (20 WIDE & VARIABLE) AS PUBLIC ROAD.	Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	
Surveyor's Reference: 5009DP15		

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 3 sheet(s)

Registered:  24.4.2019 Office Use Only

Office Use Only

**DP1252589**

PLAN OF SUBDIVISION OF LOT 516 IN DP1243041

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

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- 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: ...1168...2/2015.....  
 Date of Endorsement: ...29...march...2019.....


LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
516	15	FARRELLY	AVENUE	CUMBALUM
517	17	FARRELLY	AVENUE	CUMBALUM
518	19, 21	FARRELLY	AVENUE	CUMBALUM
519	23, 25	FARRELLY	AVENUE	CUMBALUM
520	27, 29	FARRELLY	AVENUE	CUMBALUM
	1, 3	NILON	STREET	CUMBALUM
521	31, 33	FARRELLY	AVENUE	CUMBALUM
	2, 4	NILON	STREET	CUMBALUM
522	35, 37	FARRELLY	AVENUE	CUMBALUM
523	46	CALNAN	CRESCENT	CUMBALUM
	22, 24	FARRELLY	AVENUE	CUMBALUM
524	42, 44	CALNAN	CRESCENT	CUMBALUM
525	38, 40	CALNAN	CRESCENT	CUMBALUM
526	34, 36	CALNAN	CRESCENT	CUMBALUM
527	30, 32	CALNAN	CRESCENT	CUMBALUM
528	28	CALNAN	CRESCENT	CUMBALUM
529	24, 26	CALNAN	CRESCENT	CUMBALUM
530	20, 22	CALNAN	CRESCENT	CUMBALUM
531	11	CALNAN	CRESCENT	CUMBALUM
532	13, 15, 17	CALNAN	CRESCENT	CUMBALUM
533	19	CALNAN	CRESCENT	CUMBALUM
534	21	CALNAN	CRESCENT	CUMBALUM
535	23, 25	CALNAN	CRESCENT	CUMBALUM
536	27	CALNAN	CRESCENT	CUMBALUM
	18, 20	FARRELLY	AVENUE	CUMBALUM
537	14, 16	FARRELLY	AVENUE	CUMBALUM
538	12	FARRELLY	AVENUE	CUMBALUM
539	N/A	N/A	N/A	N/A

Pursuant to Section 88B of the Conveyancing Act 1919, as amended, it is intended to create:

- |  |   |
|--|---|
| 1. Easement to drain sewage 3 wide         | 11. Restrictions on the use of the land |
| 2. Easement to drain sewage 4 wide         | 12. Positive Covenant                   |
| 3. Easement to drain sewage 5 wide         | 13. Restrictions on the use of the land |
| 4. Easement to drain sewage variable width | 14. Restriction on the use of the land  |
| 5. Easement to drain water 4 wide          | 15. Restriction on the use of the land  |
| 6. Easement to drain water 5 wide          | 16. Restriction on the use of the land  |
| 7. Easement to drain water variable width  |   |
| 8. Easement for support 2.5 wide           |   |
| 9. Easement for support 3.5 wide           |   |
| 10. Positive Covenant 1 wide               |   |

Surveyor's Reference: 5009DP15

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 3 of 3 sheet(s)

Registered:  24.4.2019 Office Use Only

Office Use Only  
**DP1252589**

PLAN OF SUBDIVISION OF LOT 516 IN  
DP1243041

Subdivision Certificate number: .....468..2/2015.....  
Date of Endorsement: .....29 March 2019

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
  - 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.

WITNESS



Michael Gerard Stary

6 Seaman Court

Skennars Head. 2478.

Signature of Gregory Bernard Isaac, Diocesan Business Manager, signing as Power of Attorney on behalf of The Trustees of the Roman Catholic Church for the Diocese of Lismore, a body corporate constituted under the Roman Catholic Church Trust Property Act 1936 (NSW) Book 4703 No. 719

If space is insufficient use additional annexure sheet

Surveyor's Reference: 5009DP15

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

(Sheet 1 of 9 sheets)

Plan: **DP1252589**

Subdivision of -  
 Lot 516 in Deposited Plan 1243041  
 covered by Subdivision Certificate No. *468-2/2015*  
 of

Full name and address of the owner of the land:

The Trustees of the Roman Catholic Church for the Diocese of Lismore of 10 Orion Street, Lismore being the registered proprietor of Lot 516 in Deposited Plan 1243041

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1.	Easement to drain sewage 3 wide	Lot 516 - Lot 520 Inclusive Lot 522, Lot 528, Lot 537 - Lot 538 Inclusive <i>LOT 531</i>	Ballina Shire Council Ballina Shire Council Ballina Shire Council <i>BALLINA SHIRE COUNCIL</i>
2.	Easement to drain sewage 4 wide	Lot 525, Lot 526, Lot 527 Lot 530 - Lot 536 Inclusive	Ballina Shire Council Ballina Shire Council
3.	Easement to drain sewage 5 wide	Lot 524	Ballina Shire Council
4.	Easement to drain sewage variable width	Lot 521 Lot 523 Lot 529	Ballina Shire Council Ballina Shire Council Ballina Shire Council
5.	Easement to drain water 4 wide	Lot 525 Lot 530 Lot 531 Lot 533 Lot 534 Lot 535 Lot 536	Lot 526 Lot 529 Lot 532 Lot 531- Lot 532 Inclusive Lot 531 - Lot 533 Inclusive Lot 531 - Lot 534 Inclusive Lot 531- Lot 535 Inclusive

*[Handwritten signature]*

*[Handwritten signature]*

(Sheet 2 of 9 sheets)

Plan: **DP1252589**

Subdivision of -  
 Lot 516 in Deposited Plan 1243041  
 covered by Subdivision Certificate No. 468.2/2015  
 of

6.	Easement to drain water 5 wide	Lot 524	Lot 525 and Lot 526
7.	Easement to drain water variable width	Lot 528	Ballina Shire Council
8.	Easement for support 2.5 wide	Lot 516 - Lot <del>527</del> <sup>522</sup> inclusive Lot 523 Lot 524 Lot 525 Lot 526 Lot 527 Lot 529 Lot 530 Lot 531 Lot 533 Lot 534 Lot 535 Lot 536 Lot 537 Lot 538	Lot 539  Lot 524 ← 539 Lot 525 ← 539 Lot 526 ← 539 Lot 527 ← 539 Lot 528 ← 539 Lot 528 Lot 529 Lot 532 Lot 531 & Lot 532 Lot 533 Lot 534 Lot 535 Lot 536 Lot 533 - Lot 535 inclusive Lot 531 and Lot 533
9.	Easement for Support 3.5 wide	Lot 528 - Lot 536 inclusive	Ballina Shire Council
10.	Positive Covenant 1 wide	Part of each of Lots 524 - Lot 535 inclusive	Ballina Shire Council
11.	Restrictions on the use of the Land	Lot 516 - Lot 538 inclusive	Each other Lot
12.	Positive Covenant	Lot 516 - Lot 538 inclusive	Ballina Shire Council
13.	Restrictions on the use of the Land	Lot 524 Lot 525 Lot 526 Lot 527 Lot 528	Lot 523 Lot 524 Lot 525 Lot 526 Lot 527 and Lot 529

(Sheet 3 of 9 sheets)

Plan: **DP1252589**

Subdivision of -  
 Lot 516 in Deposited Plan 1243041  
 covered by Subdivision Certificate No. 468.2/2015  
 of

13. (continued)	Restrictions on the use of the Land	Lot 529 Lot 530 Lot 531  Lot 532 Lot 533 Lot 534 Lot 535	Lot 530 Lot 515 in DP1243041 Lot 533 and Lot 538 Lot 503 in DP1243041 and Lot 509 in DP1243041 Lot 531 and Lot 533 Lot 534, Lot 537 and Lot 538 Lot 535 and Lot 537 Lot 536 and Lot 537
14.	Restriction on the use of the Land	Lot 528 Lot 529 Lot 530	Ballina Shire Council
15.	Restriction on the use of the Land	Lot 528 Lot 529 Lot 530	Ballina Shire Council
16.	Restriction on the use of the Land	Lot 516 to Lot 538 inclusive	Ballina Shire Council

**PART 2 (TERMS)**

8 & 9. Terms of Easement for Support 2.5 wide eighthly and 3.5 ninthly referred to:

Easement for Support:

- (1) The owner of the lot burdened shall:
  - (a) maintain on the lot burdened, but only within the site of this easement, the structural stability of the existing wall to support the surface or subsurface of the lot benefited or any part of it, or any structure or works on the lot benefited, and
  - (b) do anything reasonably necessary for that purpose at his expense.
  - (c) Not interfere with the existing wall or the support it offers, or
  - (d) Not use the site of this easement, or any other part of the lot burdened, or any other land, in a way which may detract from the stability of or the support provided by the existing wall.

(Sheet 4 of 9 sheets)

Plan: **DP1252589**

Subdivision of -  
Lot 516 in Deposited Plan 1243041  
covered by Subdivision Certificate No. 468-2/2015  
of

2. If the owner of the lot burdened does or allows anything to be done which damages the existing wall or impairs its effectiveness, the owner of the lot benefited and/or the authority benefited may serve not less than 14 days' notice on the owner of the lot burdened requiring the damage to be repaired or the impairment removed.

If the owner of the lot burdened does not comply with the notice, the owner of the lot benefited and/or the authority benefited may enter and repair the damage or remove the impairment and may recover any reasonable costs from the owner of the lot burdened.

3. In exercising those powers granted in clause (2) (whether or not after serving a notice), the owner of the lot benefited must:
  - (a) ensure all work is done properly, and
  - (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
  - (c) cause as little damage as is practicable to the lot burdened and any improvement on it, and
  - (d) restore the lot burdened as nearly as is practicable to its former condition, and
  - (e) make good any collateral damage.

10. Terms of Positive Covenant 1 wide tenthly referred to in the abovementioned Plan:

1. The registered proprietor of the lot burdened shall:
  - (a) Maintain on the lot burdened, but only within the site of this easement, the functionality and integrity of the service drain to collect and divert water away from the authority benefited.
  - (b) Do anything reasonably necessary for that purpose and its expense.
  - (c) Not interfere with the existing drain or
  - (d) Not use the site of this easement, or any other part of the lot burdened, or any other land in a way which may detract from the performance of the service drain.

(Sheet 5 of 9 sheets)

Plan: **DP1252589**

Subdivision of -  
Lot 516 in Deposited Plan 1243041  
covered by Subdivision Certificate No. 468-2/2015  
of

2. If the owner of the lot burdened does or allows anything to be done which damages the existing drain or impairs its effectiveness, the authority benefited may serve not less than fourteen days notice on the owner of the lot burdened requiring the damage to be repaired or the impairment removed.

If the owner of the lot burdened does not comply with the notice the authority benefited may enter and repair the damage or remove the impairment and may recover any reasonable costs from the owner of the lot burdened.

3. In exercising those powers granted in clause (2) (whether or not after serving a notice), the authority benefited must:
  - (a) ensure all work is done properly, and
  - (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
  - (c) cause as little damage as is practicable to the lot burdened and any improvement on it, and
  - (d) restore the lot burdened as nearly as is practicable to its former condition, and
  - (e) make good any collateral damage.

11. Terms of Restrictions on the use of the Land eleventhly referred to in the abovementioned Plan:

- (a) No Flat, Home Unit or building intended to be used as a residence and being part of a multi unit complex erected upon the subject land shall have floor area (excluding carports and outbuildings) of less than 150sq metres.
- (b) No single dwelling house erected upon the subject land shall have a floor area (excluding carports and outbuildings) of less than 160sq metres.
- (c) No part of the subject land shall be used for any industrial manufacturing or retailing purposes and no offensive or noisy trade or activity shall be carried out on any part thereof.
- (d) No fence shall be erected on the subject land having a height exceeding two (2) metres.
- (e) No asbestos sheeting or panels or similar materials shall be used in the construction of any external walls of any building erected on any Lot and such external walls shall only be constructed of brick, brick veneer, stone, concrete,



(Sheet 6 of 9 sheets)

Plan: **DP1252589**

Subdivision of -  
Lot 516 in Deposited Plan 1243041  
covered by Subdivision Certificate No. 468 2/2015  
of

- timber or glass or any combination thereof. Constructions shall be deemed to include alterations or additions.
- (f) No buildings of pole house construction shall be permitted.
  - (g) No building erected on the subject land shall have a roof of a material other than a material of a non-reflective nature and no roof shall be of corrugated iron, white colourbond steel, fibrous cement or similar materials.
  - (h) No animals, livestock, poultry or birds of any kind shall be raised, bred or kept upon the subject land or any part thereof, pets, birds and one dog and one desexed cat and other household pets may be kept provided that in respect of dogs the owners shall securely fence their yards and no dog shall be registered by Ballina Shire Council ("the Council") unless the owner can satisfy the requirements of the Council in respect of such fencing and no person shall be able to retrieve a dog from the Council unless they can demonstrate to the Council that such fencing requirements have been met, and in respect of cats, such cats shall be restrained within the dwelling or a secure night cage between the hours of 6pm to 6am and provided further that such birds, dogs, cats and other household pets shall not be kept, bred or maintained for any commercial purpose.
  - (i) All grass and other vegetation growing upon the subject land shall be regularly mown and maintained and the subject land shall be kept free of all rubbish, refuse or garbage. No waste shall be kept thereon except in sanitary containers.
  - (j) No person shall erect or cause or permit to be erected upon the subject land or any part thereof any advertisement, hoarding or similar structure and shall not permit the subject land or any part thereof or any building or structure erected thereon to be used for the display of any advertisement or notice except those that relate solely to the selling or letting of the subject land or any part thereof or any building erected thereon.
  - (k) No shed, basement, tent, shack, garage, trailer, camper, caravan or any outbuilding erected or placed on any lot shall be used at any time as a permanent or seasonal dwelling unless authorised in writing by the Council of the Shire of Ballina.
  - (l) No second hand materials or materials from any other previously erected dwelling or structure shall be used in the construction of any dwelling or building erected upon any Lot.
  - (m) The construction or erection of any building being erected on any lot shall be prosecuted diligently and continuously from the commencement of that construction or erection until the exterior of such building is completed and painted or otherwise suitably finished. Such construction or erection is to be

(Sheet 7 of 9 sheets)

Plan: **DP1252589**

Subdivision of -  
Lot 516 in Deposited Plan 1243041  
covered by Subdivision Certificate No. 468.2/2015  
of

completed within a period of twelve (12) months from the date of commencement unless otherwise authorised in writing by the Council of the Shire of Ballina.

- (n) No dividing fence shall be erected on any of the subject land to divide it from any adjoining lot owned by The Trustees of the Roman Catholic Church for the Diocese of Lismore without the consent of The Trustees of the Roman Catholic Church for the Diocese of Lismore. Such consent shall not be withheld if such fence shall be erected without expense to The Trustees of the Roman Catholic Church for the Diocese of Lismore and be of a type and construction approved by them.
- (o) No Lot shall be transferred unless there is included in each Contract for Sale in respect of such transfer a brochure entitled "Ballina Heights - A Stormwater Management and IR Guide for Residents" issued by Ardill Payne & Partners dated August 2002.

12. Terms of Positive Covenant twelfthly referred to in the abovementioned Plan:

- (a) Any dwelling and/or other building with plumbing shall be constructed on the Lot with provision for non-potable water service plumbing and facilities to the approval of Ballina Shire Council's "Dual Water Supply - Plumbing Guidelines" and "Plumbers Quick Checklist for Plumbing in Areas with Dual Water Supply" policies and any superseding policies.
- (b) The registered proprietor may not complete any contract for sale of the Lot burdened until a Dual Water Supply Cross-Connection Audit Certificate of Compliance (as referred to in Ballina Shire Council's Dual Water Supply Plumbing Policy) in respect of the Lot burdened has been issued by Ballina Shire Council.

13. Terms of Restrictions on the use of the Land thirteenthly referred to:

- 1.
  - (a) No earthworks shall be undertaken or trees planted or other activities undertaken upon the subject land which is or is likely to have an adverse impact upon the structural stability of the existing wall situated on the Lot benefited.
  - (b) The owner of the Lot burdened shall not interfere with the existing wall.
  - (c) The owner of the Lot burdened shall not use the Lot burdened or any part of it in a way which may detract from the stability or the support provided to the existing wall.
- 2. If the owner of the lot burdened does or allows anything to be done which damages the existing wall or impairs its effectiveness, the owner of the lot benefited and/or the

(Sheet 8 of 9 sheets)

Plan: **DP1252589**

Subdivision of -  
Lot 516 in Deposited Plan 1243041  
covered by Subdivision Certificate No. 468-2/2015  
of

authority benefited may serve not less than 14 days' notice on the owner of the lot burdened requiring the damage to be repaired or the impairment removed.

If the owner of the lot burdened does not comply with the notice, the owner of the lot benefited and/or the authority benefited may enter and repair the damage or remove the impairment and may recover any reasonable costs from the owner of the lot burdened.

3. In exercising those powers granted in clause (2) (whether or not after serving a notice), the owner of the lot benefited must:
- (a) ensure all work is done properly, and
  - (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
  - (c) cause as little damage as is practicable to the lot burdened and any improvement on it, and
  - (d) restore the lot burdened as nearly as is practicable to its former condition, and
  - (e) make good any collateral damage.

14. Terms of Restriction on the use of the Land Fourteenthly referred to:

No access for vehicles shall occur from Ballina Heights Drive into the Lot burdened.

15. Terms of Restriction on the use of the Land Fifteenthly referred to:

~~Any proposed~~ <sup>No</sup> dwelling (ground floor, first floor and above) <sup>is</sup> to be erected on the lot <sup>unless it</sup> must achieve the internal noise levels (LAeq) of 35 dBA for all bedrooms during night periods (10pm to 7am) and 40 dBA for all other habitable rooms at any time (as specified in the *Road Traffic Noise Assessment Report* prepared by Soundmatters TTM, dated 20 August 2015.

Certification from a suitably qualified and experienced person must be provided to the Principal Certifying Authority (prior to the release of the Construction Certificate or Complying Development Certificate for any dwelling on the lot) certifying the dwelling construction plans and specifications will achieve the required internal noise levels for all bedrooms and habitable rooms. AS 3671: 1989 'Acoustics - Road Traffic Noise Intrusion - Building Siting and Construction' can be used as a guide to achieve the noise level requirements.

Certification from a suitably qualified and experienced person must be provided to the Principal Certifying Authority confirming construction of the dwelling will achieve the required internal noise levels prior to the issue of any Occupation Certificate.

(Sheet 9 of 9 sheets)

Plan: **DP1252589**

Subdivision of -  
Lot 516 in Deposited Plan 1243041  
covered by Subdivision Certificate No. 468.2/2015  
of

16. Terms of Restriction on the use of the Land Sixteenthly referred to:

No building shall be constructed on the lot burdened unless consistent with design recommendations of the Slope Stability Assessment prepared by Shaw Urquhart, Reference No 14891/1-B, dated 17 December 2014 unless otherwise approved by Ballina Shire Council.

Name of person or body empowered to release vary or modify the terms of the Easements or Restrictions Numbered 1, 2, 3, 4, 7, 9, 10, 12, 14, 15 and 16 created herein:

Ballina Shire Council

Name of person or body empowered to release vary or modify the terms of the Easements or Restrictions Numbers 5, 6, 8, 11 and 13 created herein.

The Trustees of the Roman Catholic Church for the Diocese of Lismore

SIGNED for and on behalf of BALLINA SHIRE COUNCIL by its Authorised Officer confirming its agreement to the creation of the easements in gross referred to in Part 1 hereof in the presence of:

.....  
Signature of Witness

.....  
Signature of Authorised Officer

.....  
Name of Witness  
40 CHERRY ST, BALLINA NSW

.....  
Name and title of Authorised Officer  
DEVELOPMENT SERVICES MANAGER

Signed for and on behalf of The Trustees of the Roman Catholic Church for the Diocese of Lismore, a body corporate constituted under the Roman Catholic Church Trust Property Act, 1936 (NSW) Power of Attorney Book: 4703 No. 719.  
Before me:

Before me:.....  
Witness Name:

.....  
Attorney Name: Gregory Bernard Isaac  
Diocesan Business Manager

Michael Gerard Shay  
6 Bradman Court  
Stenners Hill NSW



CONNECTIONS BETWEEN PERMANENT MARKS

PM83204 - SSM128081	98° 23' 44" 975.690 SURVEY
SSM128081 - SSM167214	98° 23' 44" 975.663 MGA
SSM167214 - SSM167214	340° 04' 16" 432.108 SURVEY
SSM167214 - PM83204	340° 04' 07" 432.103 MGA
SSM167214 - PM83204	282° 07' 31" 869.381 SURVEY
SSM128081 - SSM207551	282° 07' 31" 869.385 MGA
SSM207551 - SSM207551	319° 39' 20" 938.285 SURVEY
SSM207551 - SSM207559	341° 06' 50" 156.885 SURVEY
SSM207559 - SSM207560	92° 19' 10" 159.700 SURVEY
SSM207560 - SSM167236	27° 50' 25" 115.720 SURVEY
SSM167236 - SSM128081	155° 08' 15" 1093.420 SURVEY

DIAGRAM A  
1:2500

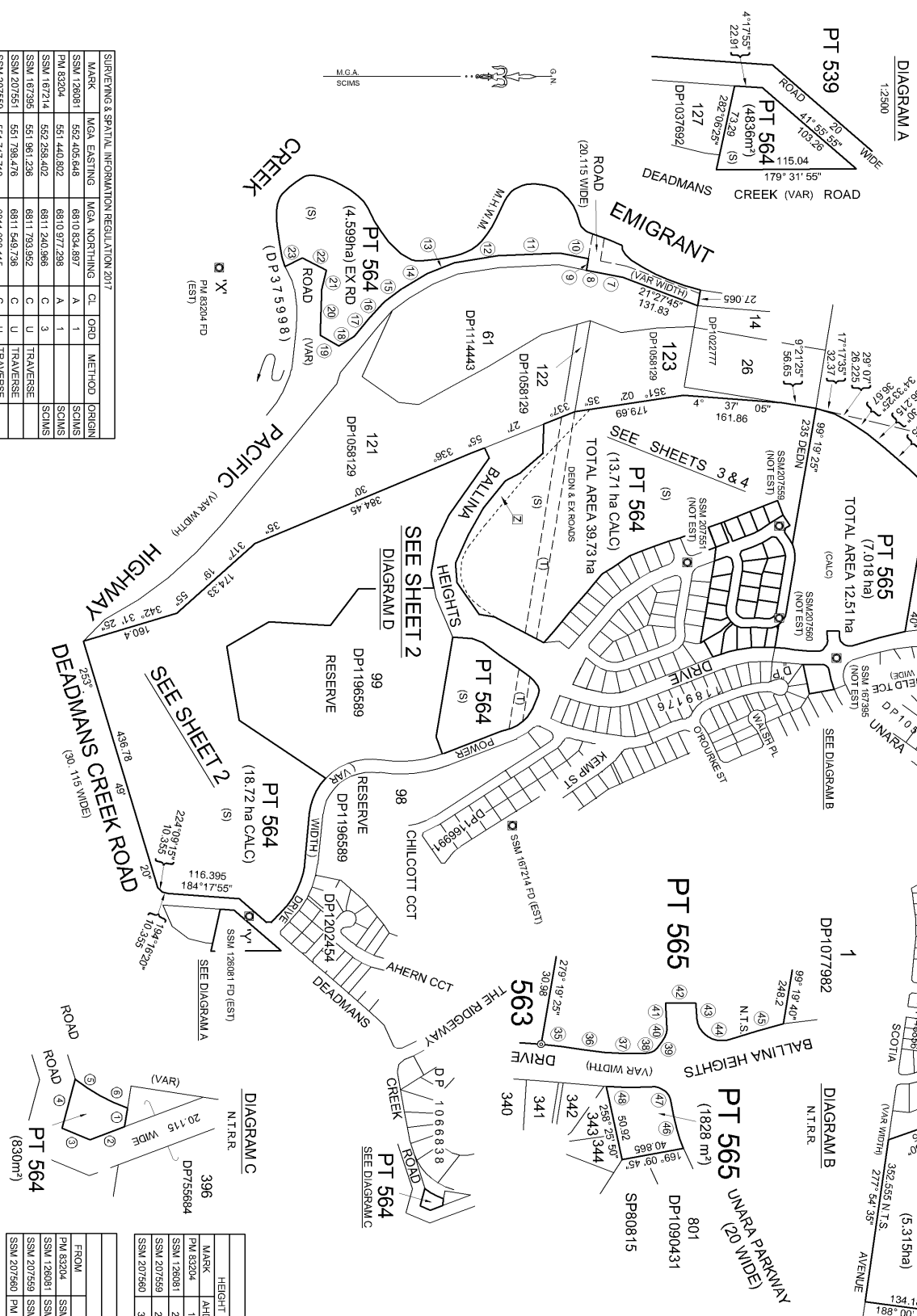


TABLE OF SHORT LINES AND CURVED BOUNDARIES

No.	BEARING	DISTANCE	ARC	RAD.
1	98° 43' 25"	11.39		
2	158° 34' 50"	21.635		
3	203° 36' 50"	17.835		
4	284° 32' 50"	30.885		
5	35° 21' 55"	12.5		115
6	28° 56' 30"	22.825		121.09
7	191° 25' 45"	41.89		
8	191° 25' 45"	20.13		
9	279° 14' 05"	31.885		
10	177° 34"	50.88		
11	177° 16' 50"	98.845		
12	170° 54' 50"	72.07		
13	157° 20' 50"	48.08		
14	148° 20' 50"	49.08		
15	142° 39' 50"	37.005		
16	130° 52' 50"	37.48		
17	128° 41' 45"	37.685		
18	147° 07' 50"	31.02		
19	210° 55' 05"	34.81		
20	271° 38"	79.96		
21	283° 39"	31.91		
22	206° 53' 30"	44.16		
23	154° 22' 30"	29.976CK		
24	186° 37"	16.91		219.5
25	188° 49' 35"	15.115		
26	188° 49' 35"	16.91		219.5
27	183° 09' 40"	40.88		225.5
28	151° 32' 15"	8.745		10
29	126° 39' 30"	5.25		
30	104° 38' 15"	11.095		11.345
31	86° 30' 45"	14.88		
32	179° 41' 20"	20		
33	266° 57' 50"	10.87		16.5
34	212° 23' 50"	25.685		88.975
35	164° 23' 35"	88.945		1000
36	75° 54' 25"	32.57		32.64
37	219° 32' 05"	16.295		17.91
38	180° 27' 35"	29.86		225.39

HEIGHT DIFFERENCE SCHEDULE

MARK	AMD VALUE	CLASS	ORDER	HEIGHT DATUM VALIDATION	STATE
PM83204	1.086	B	2	SCMS ADOPTED	FOUND
SSM128081	2.925	B	2	FROM SCMS DATUM VALIDATION	FOUND
SSM207559	29.635	LD	N/A		PLACED
SSM207560	37.230	LD	N/A		PLACED

HEIGHT DIFFERENCE SCHEDULE

FROM	TO	HEIGHT DIFFERENCE	METHOD
PM83204	SSM128081	1.855	TRIGONOMETRIC HEIGHTING
SSM128081	SSM207559	26.714	TRIGONOMETRIC HEIGHTING
SSM207559	SSM207560	7.667	TRIGONOMETRIC HEIGHTING
SSM207560	PM83204	-36.250	TRIGONOMETRIC HEIGHTING

SURVEYING & SPATIAL INFORMATION REGULATION 2017

MARK	MGA EASTING	MGA NORTHING	CL	ORD	METHOD	ORIGIN
SSM128081	552 405.648	6810 834.897	A	1		SCMS
PM83204	551 440.802	6810 877.298	A	1		SCMS
SSM167214	552 258.402	6811 240.966	C	3		SCMS
SSM167395	551 961.236	6811 793.952	C	3		SCMS
SSM207551	551 798.476	6811 549.726	C	U		TRAVERSE
SSM207559	551 1747.710	6811 698.115	C	U		TRAVERSE
SSM207560	551 1907.220	6811 698.115	C	U		TRAVERSE

COMBINED SEAL LEVEL AND SCALE FACTOR 0.999826 ZONE 56  
 SOURCE: MGA COORDINATES ADOPTED FROM SCMS ON 23-05-2019

Surveyor: ROBERT JOHN JACOB  
 ADRIEL PAYNE & PARTNERS  
 Date of Survey: 23 AUGUST 2019  
 Surveyors Ref.: 50090P16

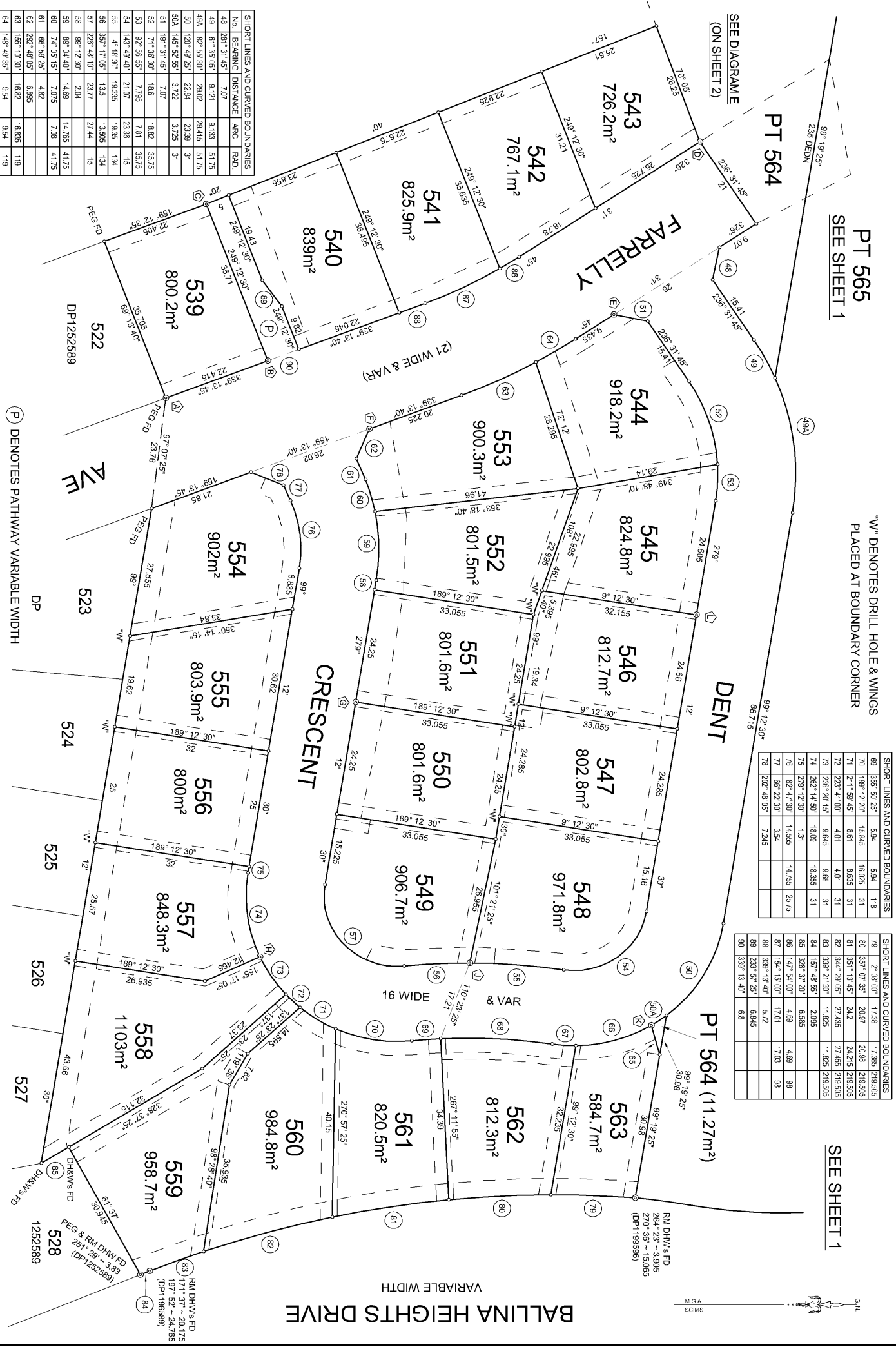
PLAN OF SUBDIVISION OF  
 LOT 539 IN DP1252589 AND  
 LOT 496 IN DP1237675

LGA: BALLINA  
 Locality: CUMBALUM  
 Submission No.:  
 Lengths are in metres. Reduction Ratio 1:5000

Registered  
 29.10.2019

DP1257800





SHORT LINES AND CURVED BOUNDARIES

No.	Bearing	Distance	Arc	Road
48	287° 31' 45"	7.07	9.133	51.75
49	81° 33' 05"	9.121	9.133	51.75
49A	82° 55' 30"	29.02	29.415	51.75
50	120° 49' 25"	22.94	23.39	31
50A	145° 52' 55"	3.722	3.725	31
51	191° 31' 45"	7.07	18.82	35.75
52	92° 56' 55"	7.795	7.81	35.75
53	143° 48' 40"	21.07	23.36	15
54	4° 18' 30"	19.335	19.35	134
55	4° 18' 30"	19.335	19.35	134
56	397° 17' 05"	13.5	13.505	134
57	226° 46' 10"	23.77	27.44	15
58	89° 04' 40"	14.89	14.765	41.75
59	99° 12' 30"	2.04	7.08	41.75
60	74° 05' 15"	7.075	7.08	41.75
61	68° 58' 25"	4.82		
62	292° 48' 05"	6.895		
63	155° 10' 30"	16.82	16.835	119
64	148° 49' 35"	9.54	9.54	119
65	74° 38' 25"	6.465		
66	164° 22' 55"	16.405	16.265	31
67	183° 56' 35"	4.87	4.875	31
68	2° 51' 50"	22.855	22.99	118

SHORT LINES AND CURVED BOUNDARIES

69	335° 30' 25"	5.94	5.94	118
70	188° 12' 20"	15.845	16.025	31
71	211° 59' 45"	8.61	8.635	31
72	223° 41' 00"	4.01	4.01	31
73	236° 20' 15"	9.645	9.69	31
74	262° 14' 50"	18.09	18.355	31
75	279° 12' 30"	1.31		
76	82° 42' 30"	14.555	14.735	25.75
77	86° 22' 30"	3.54		
78	202° 48' 05"	7.245		

SHORT LINES AND CURVED BOUNDARIES

79	2° 06' 00"	17.38	17.385	219.505
80	157° 07' 55"	20.97	20.98	219.505
81	151° 13' 45"	24.2	24.215	219.505
82	344° 28' 05"	27.435	27.455	219.505
83	339° 21' 30"	11.825	11.825	219.505
84	157° 48' 55"	2.095		
85	328° 37' 20"	6.595		
86	147° 54' 00"	4.89	4.89	38
87	154° 15' 00"	17.01	17.03	98
88	339° 13' 40"	5.72		
89	233° 57' 25"	6.845		
90	339° 13' 40"	6.8		

SEE SHEET 4  
FOR EASEMENT DIMENSIONS & REFERENCE MARKS

P DENOTES PATHWAY VARIABLE WIDTH

PLAN OF SUBDIVISION OF LOT 539 IN DP1252589 AND LOT 496 IN DP1237675

LGA: BALLINA CUMBALUM

Registered 29.10.2019

DP1257800

Surveyor: ROBERT JOHN JACOB ARDILL PAYNE & PARTNERS  
Date of Survey: 23 AUGUST 2019  
Surveyors Ref: 50909P16

LGA: BALLINA CUMBALUM

Registered 29.10.2019

DP1257800



BALLINA HEIGHTS DRIVE

VARIABLE WIDTH

RM DHV's FD  
264° 23' - 3.905  
270° 36' - 15.065  
(DP1199356)

RM DHV's FD  
171° 37' - 20.175  
197° 52' - 24.765  
(DP1198589)

RM DHV's FD  
171° 37' - 20.175  
197° 52' - 24.765  
(DP1198589)

RM DHV's FD  
171° 37' - 20.175  
197° 52' - 24.765  
(DP1198589)

16 WIDE & VAR

21 WIDE & VAR

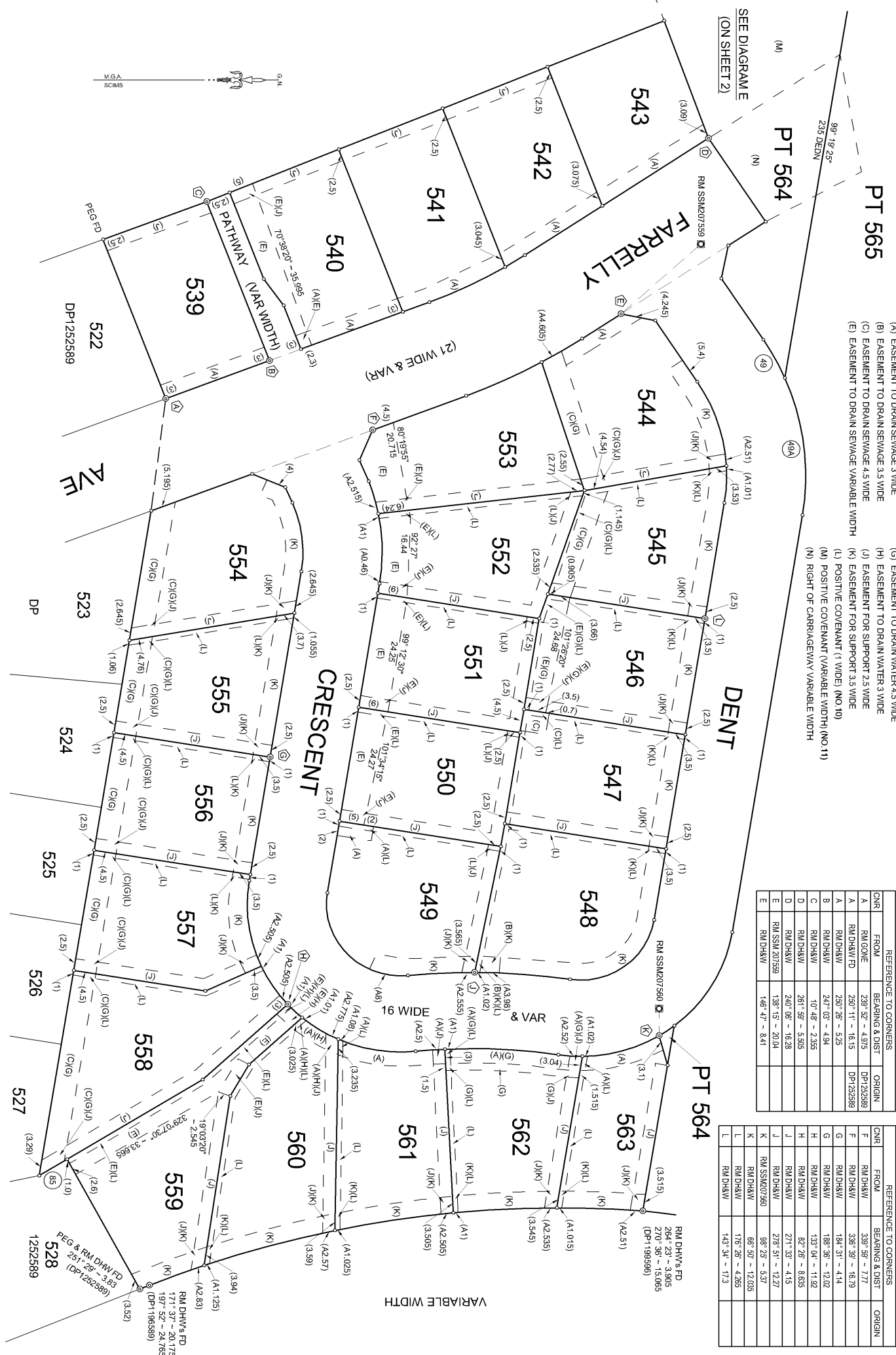
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DP1252589

SEE SHEET 1

SEE SHEET 2

SEE DIAGRAM (ON SHEET 2)



- (A) EASEMENT TO DRAIN SEWAGE 3.5 WIDE
- (B) EASEMENT TO DRAIN WATER 4.5 WIDE
- (C) EASEMENT TO DRAIN SEWAGE 4.5 WIDE
- (D) EASEMENT TO DRAIN SEWAGE 4.5 WIDE
- (E) EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH
- (F) POSITIVE COVENANT (1) WIDE (NO. 10)
- (G) POSITIVE COVENANT (VARIABLE WIDTH) (NO. 11)
- (H) RIGHT OF CARRIAGEWAY VARIABLE WIDTH
- (I) EASEMENT TO DRAIN WATER 4.5 WIDE
- (J) EASEMENT TO DRAIN WATER 3 WIDE
- (K) EASEMENT FOR SUPPORT 2.5 WIDE
- (L) EASEMENT FOR SUPPORT 3.5 WIDE
- (M) POSITIVE COVENANT (1) WIDE (NO. 10)
- (N) POSITIVE COVENANT (VARIABLE WIDTH) (NO. 11)

CNR	FROM	BEARING & DIST	ORIGIN
A	RM D&W/FD	230° 52' - 4.975	DP1252589
A	RM D&W/FD	250° 11' - 16.15	DP1252589
A	RM D&W	230° 28' - 5.25	DP1252589
B	RM D&W	247° 03' - 4.94	
C	RM D&W	10° 48' - 2.365	
D	RM D&W	261° 59' - 5.955	
D	RM D&W	240° 06' - 16.28	
E	RM D&W	139° 15' - 20.04	
E	RM D&W	148° 47' - 8.41	

CNR	FROM	BEARING & DIST	ORIGIN
F	RM D&W	339° 39' - 7.77	
F	RM D&W	339° 39' - 16.79	
G	RM D&W	184° 31' - 4.14	
G	RM D&W	188° 36' - 12.02	
H	RM D&W	133° 04' - 11.92	
H	RM D&W	82° 26' - 8.855	
J	RM D&W	271° 33' - 4.15	
J	RM D&W	278° 51' - 12.27	
K	RM D&W	99° 25' - 5.57	
K	RM D&W	66° 50' - 12.035	
L	RM D&W	176° 28' - 4.265	
L	RM D&W	143° 34' - 17.3	

SEE SHEET 3 FOR LOT DIMENSIONS


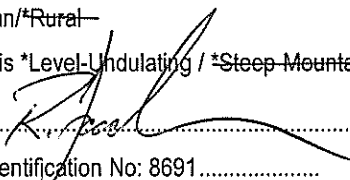
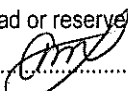
Surveyor: ROBERT JOHN JACOB  
 ARDILL PAYNE & PARTNERS  
 Date of Survey: 23 AUGUST 2019  
 Surveyors Ref.: 60090916

PLAN OF SUBDIVISION OF LOT 539 IN DP1252589 AND LOT 496 IN DP1237675


LGA: BALLINA  
 Locality: CUMBALUM  
 Subdivision No.:  
 Lengths are in metres. Reduction Ratio 1:500

Registered 29.10.2019

DP1257800

<b>PLAN FORM 6 (2018)</b>	<b>DEPOSITED PLAN ADMINISTRATION SHEET</b>	Sheet 1 of 3 sheet(s)
Office Use Only Registered:  29.10.2019 Title System: <b>TORRENS</b>	Office Use Only <h1 style="margin: 0;">DP1257800</h1>	
<b>PLAN OF SUBDIVISION OF LOT 539 IN DP1252589 AND LOT 496 IN DP1237675</b>	LGA: BALLINA Locality: CUMBALUM Parish: BALLINA County: ROUS	
<p style="text-align: center;">Survey Certificate</p> I, Robert John Jacob..... of Ardill Payne & Partners..... a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: <del>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on ....., or</del> *(b) The part of the land shown in the plan (*being/*excluding- LOTS 539 TO 563..... ) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , the part surveyed is accurate and the survey was completed on, <b>23 AUGUST 2019</b> the part not surveyed was compiled in accordance with that Regulation, or <del>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</del> Datum Line: "X" PM83204 – "Y" SSM126081 Type: *Urban/*Rural— The terrain is *Level-Undulating / *Steep-Mountainous.— Signature:  Dated: <u>2/10/19</u> Surveyor Identification No: 8691..... Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>  *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.	<p style="text-align: center;"><del>Crown Lands NSW/Western Lands Office Approval</del></p> I, ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.  Signature: ..... Date: ..... File Number: ..... Office: .....	
Plans used in the preparation of survey/compilation. DP1252589 DP1237675 DP1199596	<p style="text-align: center;">Subdivision Certificate</p> I, <u>Andrew Smith</u> ..... *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature:  ..... Accreditation number: ..... Consent Authority: <u>Ballina Shire Council</u> Date of endorsement: <u>23 October 2019</u> Subdivision Certificate number: <u>468.3/2015</u> File number: <u>DA 2015/468</u>  *Strike through if inapplicable.	
Surveyor's Reference: 5009DP16	Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.  IT IS INTENDED TO DEDICATE TO THE PUBLIC:  THE EXTENSION OF FARRELLY AVENUE (21 WIDE & VARIABLE) & DENT CRESCENT (16 WIDE & VARIABLE) AND PATHWAY 5 WIDE & VARIABLE AS PUBLIC ROAD  Signatures, Seals and Section 88B Statements should appear on <p style="text-align: center;">PLAN FORM 6A</p>	

PLAN FORM 6A (2018) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 3 sheet(s)

Registered:  29.10.2019 Office Use Only

PLAN OF SUBDIVISION OF LOT 539 IN DP1252589 AND LOT 496 IN DP1237675

DP1257800 Office Use Only

Subdivision Certificate number: 4683/2015  
 Date of Endorsement: 23 October 2019

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


- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- 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.


LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
539	39	FARRELLY	AVENUE	CUMBALUM
540	43	FARRELLY	AVENUE	CUMBALUM
541	45	FARRELLY	AVENUE	CUMBALUM
542	47	FARRELLY	AVENUE	CUMBALUM
543	49	FARRELLY	AVENUE	CUMBALUM
544	+ba			CUMBALUM
545	21	DENT	CRESCENT	CUMBALUM
546	19	DENT	CRESCENT	CUMBALUM
547	17	DENT	CRESCENT	CUMBALUM
548	+ba	DENT	CRESCENT	CUMBALUM
549	+ba	DENT	CRESCENT	CUMBALUM
550	7	DENT	CRESCENT	CUMBALUM
551	5	DENT	CRESCENT	CUMBALUM
552	3	DENT	CRESCENT	CUMBALUM
553	+ba			CUMBALUM
554	+ba			CUMBALUM
555	+ba	DENT	CRESCENT	CUMBALUM
556	10	DENT	CRESCENT	CUMBALUM
557	12	DENT	CRESCENT	CUMBALUM
558	14	DENT	CRESCENT	CUMBALUM
559	16	DENT	CRESCENT	CUMBALUM
560	18	DENT	CRESCENT	CUMBALUM
561	20	DENT	CRESCENT	CUMBALUM
562	22	DENT	CRESCENT	CUMBALUM
563	24	DENT	CRESCENT	CUMBALUM
564	N/A	N/A	N/A	N/A
565	N/A	N/A	N/A	N/A

Pursuant to Section 88B of the Conveyancing Act 1919, as amended, it is intended to create:


- |  |   |
|--|---|
| 1. Easement to drain sewage 3 wide         | 11. Positive Covenant                   |
| 2. Easement to drain sewage 3.5 wide       | 12. Restrictions on the use of the land |
| 3. Easement to drain sewage 4.5 wide       | 13. Restrictions on the use of the land |
| 4. Restrictions on the use of land         | 14. Restrictions on the use of the land |
| 5. Easement to drain sewage variable width | 15. Restrictions on the use of the land |
| 6. Easement to drain water 4.5 wide        | 16. Right of Carriageway Variable Width |
| 7. Easement to drain water 3 wide          | 17. Restriction on the use of the land  |
| 8. Easement for support 2.5 wide           |   |
| 9. Easement for support 3.5 wide           |   |
| 10. Positive Covenant                      |   |

PLAN FORM 6A (2018) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 3 of 3 sheet(s)


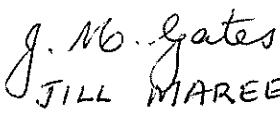
Registered:  29.10.2019 Office Use Only	Office Use Only
PLAN OF SUBDIVISION OF LOT 539 IN DP1252589 AND LOT 496 IN DP1237675	<b>DP1257800</b>
Subdivision Certificate number: <u>468.3/2015</u> Date of Endorsement: <u>23 October 2019</u>	
This sheet is for the provision of the following information as required:	
<ul style="list-style-type: none"><li>• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i></li><li>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li><li>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i></li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul>	



Signature of Gregory Bernard Isaac, Diocesan Business Manager, signing as Power of Attorney on behalf of The Trustees of the Roman Catholic Church for the Diocese of Lismore, a body corporate constituted under the Roman Catholic Church Trust Property Act 1936 (NSW) Book 4703 No. 719

WITNESSES BEFORE ME:   
WITNESSES Name: MICHAEL CHRISTOPHER STAY  
ADDRESS: 6 Brooman Court  
SKENNAWS HAVEN,  
N.S.W. 2472

SIGNED FOR AND ON BEHALF OF VIXSUN PTY LTD  
ACN 079 491 839

  
RODNEY FRANCIS GATES  
DIRECTOR  
  
JILL MAREE GATES  
DIRECTOR

If space is insufficient use additional annexure sheet

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

(Sheet 1 of 9 sheets)

Plan:

**DP1257800**

Subdivision of -

Lot 539 in Deposited Plan 1252589 and Lot 496 in Deposited Plan 1237675 covered by Subdivision Certificate 468.3/2015 No. 23 of October 2019

Full name and address of the owner of the land:

The Trustees of the Roman Catholic Church for the Diocese of Lismore of 10 Orion Street Lismore NSW being the registered proprietor of Lot 539 in Deposited Plan 1252589

Full name and address of the owner of the land:

Vixsun Pty Limited (ACN 079 491 839) of 17 Bellevue Ave, Ballina being the registered proprietor of Lot 496 in Deposited Plan 1237675

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1.	Easement to drain sewage 3 wide	Lot 539-544 inclusive Lot 549 Lots 560-563 inclusive	Ballina Shire Council  Ballina Shire Council Ballina Shire Council
2.	Easement to drain sewage 3.5	Lot 548	Ballina Shire Council
3.	Easement to drain sewage 4.5 wide	Lots 544-545 inclusive Lot 547 Lots 554-558 inclusive	Ballina Shire Council  Ballina Shire Council Ballina Shire Council
4.	Restrictions on use of the Land	Lots 559-563 Inclusive	Ballina Shire Council

REG X  


GT1 ✓ 

WGS ✓ 

(Sheet 2 of 9 sheets)

Plan:

**DP1257800**

Subdivision of -

Lot 539 in Deposited Plan 1252589 and Lot 496  
 in Deposited Plan 1237675 covered by  
 Subdivision Certificate *468.3/2015*  
 No. *23* of *October 2019*

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
5.	Easement to drain sewage variable width	Lot 540 Lot 546 Lots 550 – 553 inclusive Lot 559	Ballina Shire Council Ballina Shire Council Ballina Shire Council  Ballina Shire Council
6.	Easement to drain water 4.5 wide	Lot 544 Lot 545 Lot 546 Lot 554 Lot 555 Lot 556 Lot 557 Lot 558 Lot 562	Lots 545-547 inclusive Lots 546 & 547 Lot 547 Lots 555-559 inclusive Lots 556-559 inclusive Lots 557-559 inclusive Lots 558 & 559 Lot 559 Lot 563
7.	Easement to drain water 3 wide	Lot 559 Lot 560	Lots 560 & 561 Lot 561
8.	Easement for support 2.5 wide	Lot 539-542 inclusive Lot 544 Lot 545 Lot 546 Lot 547 Lot 549 Lot 550 Lot 551 Lot 552 Lot 553 Lot 554 Lot 555 Lot 556 Lot 557 Lot 558 Lot 559 Lot 560 Lot 561 Lot 562 Lot 563	Lot 564  Lot 545 Lot 546 Lot 547 Lot 548 Lot 548 Lot 547-549 inclusive Lot 546, Lot 547 & Lot 550 Lot 545, Lot 546 & Lot 551 Lot 552 Lot 555 Lot 556 Lot 557 Lot 558 Lot 559 Lot 560 Lot 561 Lot 562 Lot 563

RFA  
 Jg

G I *h. [signature]*  
 MCF *[signature]*

(Sheet 3 of 9 sheets)


Plan:



**DP1257800**

Subdivision of -

Lot 539 in Deposited Plan 1252589 and Lot 496  
 in Deposited Plan 1237675 covered by  
 Subdivision Certificate **468.3/2015**  
 No. **23** of **October 2019**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
9.	Easement for support 3.5 wide	Lot 544-549 Inclusive Lot 554-557 inclusive Lot 559-563 inclusive	Ballina Shire Council  Ballina Shire Council Ballina Shire Council
10.	Positive Covenant	Part Lots 545-552 inclusive  Part Lots 555-563 inclusive	Ballina Shire Council  Ballina Shire Council
11.	Positive Covenant	Part Lot 564	Ballina Shire Council
12.	Restrictions on use of the Land	Lot 545 Lot 546 Lot 547 Lot 548 Lot 549 Lot 550 Lot 551 Lot 552 Lot 555 Lot 556 Lot 557 Lot 558 Lot 559 Lot 560 Lot 561 Lot 562 Lot 563	Lots 544 & 552 Lots 545, 551 & 552 Lots 546, 550, 551 Lots 547, 549 & 550 Lot 550 Lot 551 Lot 552 Lot 553 Lot 554 Lot 555 Lot 556 Lot 557 Lot 558 Lot 559 Lot 560 Lot 561 Lot 562
13.	Restrictions on use of the Land	Lots 539-563 Inclusive	Each other lot

RFB ✓  
  
 JG

  
 WGC 

Plan:

**DP1257800**

Subdivision of -

Lot 539 in Deposited Plan 1252589 and Lot 496  
 in Deposited Plan 1237675 covered by  
 Subdivision Certificate 468.3/2015  
 No. 23 of October 2019

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
14.	Restrictions on use of the Land	Lots 539-563 Inclusive	Ballina Shire Council
15.	Restrictions on use of the Land	Lots 539-563 Inclusive	Ballina Shire Council
16.	Right of Carriageway Variable Width	Lots 564 & Lot 565	Ballina Shire Council
17.	Restriction on Use of the Land	Lots 559-563 Inclusive	Ballina Shire Council

**PART 2 (TERMS)**

4. Terms of Restriction on the use of the Land Fourthly referred to:

Any proposed dwelling (first floor and above) to be erected on the lot must achieve the internal noise levels (LAeq) of 35 dBA for bedrooms during night periods (10pm to 7am) and 40 dBA for all other habitable rooms at any time on the first floor and above (as specified in the *Road Traffic Noise Assessment Report* prepared by Soundmatters TTM, dated 20 August 2015).

Certification from a suitably qualified and experienced person must be provided to the Principal Certifying Authority (prior to the release of the Construction Certificate or Complying Development Certificate for any dwelling on the lot) certifying the dwelling construction plans and specifications will achieve the required internal noise levels for bedrooms and habitable rooms on the first floor and above. AS 3671: 1989 'Acoustics – Road Traffic Noise Intrusion – Building Siting and Construction' can be used as a guide to achieve the noise level requirements.

Certification from a suitably qualified and experienced person must be provided to the Principal Certifying Authority confirming construction of the dwelling will achieve the required internal noise levels prior to the issue of any Occupation Certificate.

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Plan:

**DP1257800**

Subdivision of -

Lot 539 in Deposited Plan 1252589 and Lot 496  
in Deposited Plan 1237675 covered by  
Subdivision Certificate *468.3/2015*  
No. *23* of *October 2019*

10. Terms of Positive Covenant tenthly referred to in the abovementioned Plan:

1. The registered proprietor of the lot burdened shall, but only within the part shown as burdened on the plan:
  - (a) Maintain on the lot burdened, the functionality and integrity of the service drain to collect and divert water away from the lot benefited.
  - (b) Do anything reasonably necessary for that purpose and its expense.
  - (c) Not interfere with the existing drain or
  - (d) Not use the site of this easement, or any other land in a way which may detract from the performance of the service drain.
2. If the owner of the lot burdened does or allows anything to be done which damages the existing drain or impairs its effectiveness, the owner of the lot benefited and or the authority benefited may serve not less than fourteen days notice on the owner of the lot burdened requiring the damage to be repaired or the impairment removed.

If the owner of the lot burdened does not comply with the notice, the owner of the lot benefited and/or the authority benefited may enter and repair the damage or remove the impairment and may recover any reasonable costs from the owner of the lot burdened.

3. In exercising those powers granted in clause (2) (whether or not after serving a notice), the owner of the lot benefited must:
  - (a) ensure all work is done properly, and
  - (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
  - (c) cause as little damage as is practicable to the lot burdened and any improvement on it, and
  - (d) restore the lot burdened as nearly as is practicable to its former condition, and
  - (e) make good any collateral damage.

11. Terms of Positive Covenant eleventhly referred to in the abovementioned Plan:

- (a) The registered proprietor of the Lot burdened shall but only within the part shown as burdened on the Plan maintain the intake pond in a suitable condition to ensure that no downstream properties are adversely impacted.

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Plan:

**DP1257800**

Subdivision of -

Lot 539 in Deposited Plan 1252589 and Lot 496  
in Deposited Plan 1237675 covered by  
Subdivision Certificate 468.3/2015  
No. 23 of October 2019

12. Terms of Restriction on Use twelfthly referred to in the abovementioned Plan:

- (a) No super imposed loads exceeding 5kPa shall be placed to the rear (high side) of the retaining wall within that part of the Lot extending a distance equivalent to twice the height of the retaining wall unless the building, rainwater tank or other improvement has suitable foundations designed to bear below the zone of influence of the retaining wall.

13. Terms of Restriction on the Use of Land thirteenthly referred to in the abovementioned Plan:

- (a) No Flat, Home Unit or building intended to be used as a residence and being part of a multi unit complex erected upon the subject land shall have floor area (excluding carports and outbuildings) of less than 150sq metres.
- (b) No single dwelling house erected upon the subject land shall have a floor area (excluding carports and outbuildings) of less than 160sq metres.
- (c) No part of the subject land shall be used for any industrial manufacturing or retailing purposes and no offensive or noisy trade or activity shall be carried out on any part thereof.
- (d) No fence shall be erected on the subject land having a height exceeding two (2) metres.
- (e) No asbestos sheeting or panels or similar materials shall be used in the construction of any external walls of any building erected on any Lot and such external walls shall only be constructed of brick, brick veneer, stone, concrete, timber or glass or any combination thereof. Constructions shall be deemed to include alterations or additions.
- (f) No buildings of pole house construction shall be permitted.
- (g) No building erected on the subject land shall have a roof of a material other than a material of a non-reflective nature and no roof shall be of corrugated iron, white colourbond steel, fibrous cement or similar materials.
- (h) No animals, livestock, poultry or birds of any kind shall be raised, bred or kept upon the subject land or any part thereof, pets, birds and one dog and one desexed cat and other household pets may be kept provided that in respect of dogs the owners shall securely fence their yards and no dog shall be registered by Ballina Shire Council ("the Council") unless the owner can satisfy the requirements of the Council in respect of such fencing and no person shall be able to retrieve a dog

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(Sheet 7 of 9 sheets)

Plan:

**DP1257800**

Subdivision of -

Lot 539 in Deposited Plan 1252589 and Lot 496  
in Deposited Plan 1237675 covered by  
Subdivision Certificate *468.3/2015*  
No. *23* of *October 2019*

from the Council unless they can demonstrate to the Council that such fencing requirements have been met, and in respect of cats, such cats shall be restrained within the dwelling or a secure night cage between the hours of 6pm to 6am and provided further that such birds, dogs, cats and other household pets shall not be kept, bred or maintained for any commercial purpose.

- (i) All grass and other vegetation growing upon the subject land shall be regularly mown and maintained and the subject land shall be kept free of all rubbish, refuse or garbage. No waste shall be kept thereon except in sanitary containers.
- (j) No person shall erect or cause or permit to be erected upon the subject land or any part thereof any advertisement, hoarding or similar structure and shall not permit the subject land or any part thereof or any building or structure erected thereon to be used for the display of any advertisement or notice except those that relate solely to the selling or letting of the subject land or any part thereof or any building erected thereon.
- (k) No shed, basement, tent, shack, garage, trailer, camper, caravan or any outbuilding erected or placed on any lot shall be used at any time as a permanent or seasonal dwelling unless authorised in writing by the Council of the Shire of Ballina.
- (l) No second hand materials or materials from any other previously erected dwelling or structure shall be used in the construction of any dwelling or building erected upon any Lot.
- (m) The construction or erection of any building being erected on any lot shall be prosecuted diligently and continuously from the commencement of that construction or erection until the exterior of such building is completed and painted or otherwise suitably finished. Such construction or erection is to be completed within a period of twelve (12) months from the date of commencement unless otherwise authorised in writing by the Council of the Shire of Ballina.
- (n) No dividing fence shall be erected on any of the subject land to divide it from any adjoining lot owned by The Trustees of the Roman Catholic Church for the Diocese of Lismore without the consent of The Trustees of the Roman Catholic Church for the Diocese of Lismore. Such consent shall not be withheld if such fence shall be erected without expense to The Trustees of the Roman Catholic Church for the Diocese of Lismore and be of a type and construction approved by them.
- (o) No Lot shall be transferred unless there is included in each Contract for Sale in respect of such transfer a brochure entitled "Ballina Heights - A Stormwater Management and IR Guide for Residents" issued by Ardill Payne & Partners dated August 2002.

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*TDS Jg*

*RFG X h. Coan*  
*RFG X Wg -*

(Sheet 8 of 9 sheets)

Plan:

# DP1257800

Subdivision of -

Lot 539 in Deposited Plan 1252589 and Lot 496  
in Deposited Plan 1237675 covered by  
Subdivision Certificate 468.3/2015  
No. 23 of October 2019

14. Terms of Restriction on the Use of Land fourteenthly referred to in the abovementioned Plan:

- (a) No dwelling and/or other building with plumbing shall be constructed on the Lot unless it has provision for non-potable water service plumbing and facilities to the approval of Ballina Shire Council's "Dual Water Supply - Plumbing Guidelines" and "Plumbers Quick Checklist for Plumbing in Areas with Dual Water Supply" policies and any superseding policies.
- (b) The registered proprietor may not complete any contract for sale of the Lot burdened until a Dual Water Supply Cross-Connection Audit Certificate of Compliance (as referred to in Ballina Shire Council's Dual Water Supply Plumbing Policy) in respect of the Lot burdened has been issued by Ballina Shire Council.

15. Terms of Restriction on the Use of Land fifteenthly referred to in the abovementioned Plan:

No building shall be constructed on the lot burdened unless consistent with design recommendations of the Slope Stability Assessment prepared by Shaw Urquhart, Reference No 14891/1-B, dated 17 December 2014 unless otherwise approved by Ballina Shire Council.

17. Terms of Restriction on the Use of Land seventeenthly referred to in the abovementioned Plan:

No access for vehicles shall occur from Ballina Heights Drive into the Lot burdened.

Name of person or body empowered to release  
vary or modify the terms of the Easements or  
Restrictions Numbers 1,2,3,4,5,6,7,8,9,10,11,  
12, 14, 15, 16 and 17 created herein:

Ballina Shire Council

Name of person or body empowered to release  
vary or modify the terms of the Easements or  
Restrictions Number 13 created herein.

The Trustees of the Roman Catholic Church  
for the Diocese of Lismore

REC X

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REC X *[Handwritten signature]*

Plan:

**DP1257800**

Subdivision of -

Lot 539 in Deposited Plan 1252589 and Lot 496  
in Deposited Plan 1237675 covered by  
Subdivision Certificate **468.3/2015**  
No. **23** of **October 2019**

SIGNED for and on behalf of BALLINA  
SHIRE COUNCIL by its Authorised Officer  
confirming its agreement to the creation of the  
easements in gross referred to in Part 1 hereof in  
the presence of:

*Naomi J. McCarthy*  
.....  
Signature of Witness

**NAOMI M'CARTHY**  
.....  
Name of Witness

*Andrew Smith*  
.....  
Signature of Authorised Officer

**ANDREW SMITH (MANAGER, DEVELOPMENT SERVICES)**  
.....  
Name and title of Authorised Officer

Signed for and on behalf of THE  
TRUSTEES OF THE ROMAN CATHOLIC  
CHURCH FOR THE DIOCESE OF  
LISMORE, a body corporate constituted  
under the Roman Catholic Church Trust  
Property Act, 1936 (NSW) Power of  
Attorney Book: 4703 No. 719.

X *Gregory Bernard Isaac*  
.....  
Attorney Name: Gregory Bernard Isaac  
Diocesan Business Manager

*MGS*  
Before me: X *Michael Gerard Shay*  
.....

Witness Name: **Michael Gerard Shay**  
.....

SIGNED for and on behalf of VIXSUN PTY  
LIMITED (ACN 079 491 839):

*Rodney Frances Gates*  
.....  
Rodney Frances Gates  
Director

*J. M. Gates*  
.....  
~~John~~ **JILL MAREE**  
John Gates  
Director

**PLANNING CERTIFICATE UNDER s.10.7(2)  
OF THE ENVIRONMENTAL PLANNING  
AND ASSESSMENT ACT, 1979**



Cert No: 20114  
Your Ref: 261503  
Date of Issue: 08/04/2026  
Receipt No: 829849

InfoTrack  
GPO BOX 4029  
Sydney NSW 2001

Owner (as recorded by Council)  
Mr A N Lorimer  
8 Dent Crescent  
CUMBALUM NSW 2478

**Property Location:** 8 Dent Crescent CUMBALUM  
**Title Details:** Lot: 2 SP: 106062  
**Parcel Id:** 1010797  
**Area:** 410.0000 Square Metres

## **1 Names of Relevant Planning Instruments and Development Control Plans**

### **1(1) Environmental Planning Instruments**

As at the date of this certificate, the following environmental planning instruments apply to the carrying out of development on the subject land:

#### **Local Environmental Plans (LEPs)**

Ballina Local Environmental Plan 2012 (BLEP 2012)

A copy of these plans can be obtained from NSW Government website at [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au)

#### **State Environmental Planning Policies (SEPPs)**

##### **State Environmental Planning Policy (Biodiversity and Conservation) 2021**

This policy consolidates, transfers and repeals provisions of the following former SEPPs as applicable to land in the Ballina Shire:

- State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017
- State Environmental Planning Policy (Koala Habitat Protection) 2020
- State Environmental Planning Policy (Koala Habitat Protection) 2021
- State Environmental Planning Policy No 50—Canal Estate Development.

##### **State Environmental Planning Policy (Sustainability Buildings) 2022**

This Policy is applicable to land in the Ballina Shire.

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

This Policy is applicable to land in the Ballina Shire.

##### **State Environmental Planning Policy (Housing) 2021**

This policy consolidates, transfers and repeals provisions of the following former SEPPs as applicable to land in the Ballina Shire:

40 cherry street, po box 450, ballina nsw 2478  
t 1300 864 444 e [council@ballina.nsw.gov.au](mailto:council@ballina.nsw.gov.au) w [ballina.nsw.gov.au](http://ballina.nsw.gov.au) abn 539 29 887 369

**Planning Certificate Under s.10.7(2) of the  
Environmental Planning and Assessment Act, 1979**

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- State Environmental Planning Policy (Affordable Rental Housing) 2009
- State Environmental Planning Policy (Housing for Seniors and People with a Disability) 2004
- State Environmental Planning Policy No 70 - Affordable Housing (Revised Schemes)
- State Environmental Planning Policy No 21 - Caravan Parks; and
- State Environmental Planning Policy No 36 - Manufactured Home Estates.

**State Environmental Planning Policy (Industry and Employment) 2021**

This policy consolidates, transfers and repeals provisions of the following former SEPP as applicable to land in the Ballina Shire:

- State Environmental Planning Policy No 64—Advertising and Signage.

**State Environmental Planning Policy (Planning Systems) 2021**

This policy consolidates, transfers and repeals provisions of the following former SEPP as applicable to land in the Ballina Shire:

- State Environmental Planning Policy (State and Regional Development) 2011
- State Environmental Planning Policy (Concurrences and Consents) 2018

**State Environmental Planning Policy (Primary Production) 2021**

This policy consolidates, transfers and repeals provisions of the following former SEPP as applicable to land in the Ballina Shire:

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

**State Environmental Planning Policy (Resilience and Hazards) 2021**

This policy consolidates, transfers and repeals provisions of the following former SEPPs as applicable to land in the Ballina Shire:

- State Environmental Planning Policy (Coastal Management) 2018
- State Environmental Planning Policy No 33—Hazardous and Offensive Development
- State Environmental Planning Policy No 55—Remediation of Land.

**State Environmental Planning Policy (Resources and Energy) 2021**

This policy consolidates, transfers and repeals provisions of the following former SEPP as applicable to land in the Ballina Shire

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

**State Environmental Planning Policy (Transport and Infrastructure) 2021**

This policy consolidates, transfers and repeals provisions of the following former SEPPs as applicable to land in the Ballina Shire:

- State Environmental Planning Policy (Infrastructure) 2007
- State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017.

**Development Control Plans (DCPs)**

As at the date of this certificate, the following development control plans apply to the carrying out of development on the land:

Ballina Shire Development Control Plan 2012

Copies of the above plan can be obtained from Council's website at [www.ballina.nsw.gov.au](http://www.ballina.nsw.gov.au)

**1(2) Proposed Environmental Planning Instruments**

40 cherry street, po box 450, ballina nsw 2478  
t 1300 864 444 e [council@ballina.nsw.gov.au](mailto:council@ballina.nsw.gov.au) w [ballina.nsw.gov.au](http://ballina.nsw.gov.au) abn 539 29 887 369

**Planning Certificate Under s.10.7(2) of the  
Environmental Planning and Assessment Act, 1979**

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As at the date of this certificate, the following proposed environmental planning instruments apply to the carrying out of development on the land:

Planning Proposal BSCPP 25/001 - General Amendments (PP-2025-1660) proposes to amend various provisions contained in Ballina LEP 2012.

Draft State Environmental Planning Policy - Climate Change and Natural Hazards.

## **2 Zoning and Land Use Under Relevant LEPs**

### **2(a) & (b) Zoning & Land Use Permissibility**

Under the provisions of the Local Environmental Plans listed in Items 1(1) above, the subject land is within the following zone(s):

BLEP 2012 – R3 Medium Density Residential

(i) Permitted without consent

Environmental protection works; Home-based child care; Home occupations

(ii) Permitted with consent

Attached dwellings; Boarding houses; Centre-based child care facilities; Community facilities; Extensive agriculture; Group homes; Home industries; Kiosks; Markets; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Respite day care centres; Roads; Roadside stalls; Seniors housing; Tank-based aquaculture; Any other development not specified in item (i) or (iii)

(iii) Prohibited

Advertising structures; Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Boat building and repair facilities; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Dairies (pasture-based); Depots; Eco-tourist facilities; Farm stay accommodation; Forestry; Freight transport facilities; Heavy industrial storage establishments; Highway service centres; Industrial retail outlets; Industrial training facilities; Industries; Local distribution premises; Marinas; Mooring pens; Moorings; Mortuaries; Recreation facilities (major); Restricted premises; Rural industries; Rural workers' dwellings; Service stations; Sex services premises; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Wharf or boating facilities; Wholesale supplies

### **2(c) Additional Permitted Uses**

There are no known additional permitted uses that apply to the land.

**2(d) Minimum Standards for the Erection of a Dwelling-House**

There are no development standards within either the BLEP 2012 or BLEP 1987, whichever is the relevant Plan, with respect to the zoning of the subject land that stipulate the minimum area of land upon which a dwelling house may be erected on the subject land.

**2(e) Biodiversity value**

The subject land is not identified as including or comprising outstanding biodiversity value as prescribed under the Biodiversity Conservation Act 2016.

**2(f) Conservation Area**

The subject land is not within a conservation area.

**2(g) Item of Environmental Heritage**

The subject land does not contain nor constitute an item of environmental heritage, as listed in Schedule 1 of the BLEP 1987, or Schedule 5 of the BLEP 2012, in so far as either plan applies to the subject land.

Council recognises the National Parks & Wildlife Service and the Jali Local Aboriginal Land Council as the bodies which determine and hold information with respect to matters of Aboriginal significance. Council has not been notified by either of these bodies that the subject land comprises a site or item of significance to the local Aboriginal community.

**3 Contributions Plans**

As at the date of this certificate, the following contributions/development servicing plan(s) apply (or may apply depending upon proposed future development) to the subject land:

- Cumbalum Urban Release Area Precinct A Contributions Plan 2015, 26 February 2015
- Ballina Shire Roads Contribution Plan Version 4.2, 22 July 2021
- Ballina Shire Open Space and Community Facilities Contributions Plan 2022, 1 August 2022
- Ballina Shire Carparking Contributions Plan 2014, 14 May 2014
- Ballina Shire Heavy Haulage Contribution Plan, 24 October 2019
- Ballina Shire Council Water Supply Infrastructure Development Servicing Plan, 27 February 2015
- Ballina Shire Council Sewerage Infrastructure Development Servicing Plan, 27 February 2015
- Rous Water Development Servicing Plan for Bulk Water Supply, 15 June 2016

Copies of the contribution plans and development servicing plans may be viewed at the Council's Customer Service Centre, corner Cherry & Tamar Streets, Ballina or via Ballina Shire Council website. All enquiries relating to the Rous Water Development Servicing Plan should be directed to Rous Water, Lismore.

**4 Complying Development**

**Part 3 Housing Code**

**Planning Certificate Under s.10.7(2) of the  
Environmental Planning and Assessment Act, 1979**

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Complying development under the Housing Code as contained in State Environmental Planning Policy (Exempt and Complying Development) 2008 may be carried out on this land subject to the requirements of the Policy.

***Part 3A Rural Housing Code***

Complying development under the Rural Housing Code as contained in State Environmental Planning Policy (Exempt and Complying Development) 2008 may be carried out on this land subject to the requirements of the Policy.

***Part 3B Low Rise Housing Diversity Code***

Complying development under the Low Rise Housing Diversity Code as contained in State Environmental Planning Policy (Exempt and Complying Development) 2008 may be carried out on this land subject to the requirements of the Policy.

***Part 3C Greenfield Housing Code***

Complying development under the Greenfield Housing Code as contained in State Environmental Planning Policy (Exempt and Complying Development) 2008 may be carried out on this land subject to the requirements of the Policy.

***Part 3D Inland Housing Code***

Part 3D Inland Housing Code does not apply in the Ballina Shire Council

***Part 4 Housing Alterations Code***

Complying development under the Housing Internal Alterations Code as contained in State Environmental Planning Policy (Exempt and Complying Development) 2008 may be carried out on this land subject to the requirements of the Policy.

***Part 4A General Development Code***

Complying development under the General Development Code as contained in State Environmental Planning Policy (Exempt and Complying Development) 2008 may be carried out on this land subject to the requirements of the Policy.

***Part 5 Industrial and Business Alterations Code***

Complying development under the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 may be carried out on this land subject to compliance with the Policy.

***Part 5A Industrial and Business Buildings Code***

Complying development under the Industrial and Business (New Buildings and Additions) Code as contained in State Environmental Planning Policy (Exempt and Complying Development) 2008 may be carried out on this land subject to the requirements of the Policy.

***Part 5B Container Recycling Facility Code***

Complying development under the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 may be carried out on land zoned E1, E2, E3, E4, MU1, SP3 subject to compliance with the Policy.

***Part 6 Subdivision Code***

**Planning Certificate Under s.10.7(2) of the  
Environmental Planning and Assessment Act, 1979**

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Complying development under the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 may be carried out on this land subject to compliance with the Policy.

**Part 7 Demolition Code**

Complying development under the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 may be carried out on this land subject to compliance with the Policy.

**Part 8 Fire Safety Code**

Complying development under the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 may be carried out on this land subject to compliance with the Policy.

## **5 Exempt Development**

Exempt development under the General Exempt development Code of the State Environmental Planning Policy (Exempt and Complying development Codes) 2008 may be carried out on this land subject to compliance with the Policy.

## **6 Affected building notices and building product rectification orders**

(a) Council is not aware of any affected building notice being in force in respect of the land to which this certificate relates

(b) Council is not aware of any building product rectification order in force in respect of the land to which this certificate relates that has not fully complied with; and

(c) Council is not aware of any outstanding notice of intention to make a building product rectification order in respect of the land to which this certificate relates.

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.

## **7 Land Reserved for Acquisition**

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

## **8 Road Widening and Road Realignment**

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

Notices of development consent that have been or may be issued over the subject land may include specific requirements pertaining to road widening or realignment.

## **9 Flood related development controls information**

(1) The land or part of the land is not within the flood planning area.

(2) The land or part of the land is not between the flood planning area and the probable maximum flood.

(3) In this section –

- Flood planning area has the same meaning as in the Floodplain Development Manual.
- Floodplain Development Manual means the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.
- Probable maximum flood has the same meaning as in the Floodplain Development Manual

## **10 Hazard Risk Restrictions**

The general policies that have been either:

- adopted by Council; or
- adopted by any other public authority and notified to Council for the express purpose of its adoption by that authority being referred to in this certificate, to restrict development of the land because of hazard risks are detailed below. Notices of development consent and/or building approval that have been or may be issued over the land may contain specific requirements that may limit or prohibit certain development or works upon the land in recognition of risks that may exist.

### **(i) Land Slip**

The Council has not, by resolution, adopted a policy to restrict development of the subject land because of the likelihood of land slip. However, proper care should be exercised when carrying out any works upon the land to ensure satisfactory site stability. Depending upon the characteristics of the site, and the nature of development proposed, Council may require detailed investigations to be conducted.

### **(ii) Bushfire**

Council has not adopted a policy that restricts the development of the land because of the likelihood of bushfire.

### **(iii) Tidal Inundation**

**Planning Certificate Under s.10.7(2) of the  
Environmental Planning and Assessment Act, 1979**

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

**(iv) Subsidence**

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

**(v) Acid sulfate soils**

Clause 7.1 of the BLEP 2012 or Clause 36 of the BLEP 1987, whichever applies to the subject land, requires development consent for works, including agricultural related works, that could disturb soils or groundwater in areas identified as having potential for acid sulfate soil conditions.

Council's Acid Sulfate Soils Planning Maps identify five classes of land with respect to acid sulfate soils. The subject land has been identified on the Acid Sulfate Soils Planning Maps as follows:

Not identified as being subject to acid sulfate soils.

**(vi) Contamination**

Council has by resolution adopted a policy which may restrict the development of the subject land in respect of potential contamination of that land. This policy is triggered when zoning, land use changes or any other development are/is proposed on lands considered to be potentially contaminated, contaminated or contaminated lands which have been remediated for specific use. Specific consideration should be given to any prior or current land uses which may have caused contamination and, where considered necessary, assessment of the site should be carried out in accordance with the provisions of any relevant legislative requirements.

**Cattle tick dip sites**

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

**Contaminated Land – Contaminated Land Management Act 1997**

(a) Council has not been informed that the land to which this certificate relates has been significantly contaminated, within the meaning of the Contaminated Land Management Act 1997.

(b) Council has not been informed that the land to which this certificate relates is subject to a management order within the meaning of the Contaminated Land Management Act 1997.

(c) Council has not been informed that the land to which the certificate relates is the subject of an approved voluntary management proposal, within the meaning of the Contaminated Land Management Act 1997.

**Planning Certificate Under s.10.7(2) of the  
Environmental Planning and Assessment Act, 1979**

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(d) Council has not been informed that the land to which the certificate relates is subject to an ongoing maintenance order, within the meaning of the Contaminated Land Management Act 1997.

(e) Council has not been informed that the land to which the certificate relates is subject to a site audit statement, within the meaning of the Contaminated Land Management Act 1997.

*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.*

**(vii) Aircraft Noise**

Council records do not indicate that the land is subject to planning controls associated with the Ballina Byron Gateway Airport - Australian Noise Exposure Forecast (ANEF) Contour Map as specified in Clause 7.6 of the BLEP 2012.

**(viii) Salinity**

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

**(ix) Coastal Hazards**

Council records do not indicate that the land is affected by coastal hazards.

**(x) Sea Level Rises**

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

**(xi) Any other risk**

This land is identified as being subject to planning controls associated with the Ballina Shire Council's Dual Water Supply Plumbing Policy. The use of recycled water on this land must comply with this Policy, which includes that all fixtures are plumbed in accordance with the Policy. If dual reticulation plumbing has been installed on the land, then a Dual Water Supply Cross Connection Audit Certificate of Compliance must be obtained from Ballina Shire Council prior to the completion of any contract for sale issued for the subject property, in accordance with the Policy.

Please refer to Council's website for the Dual Water Supply Plumbing Policy, [www.ballina.nsw.gov.au](http://www.ballina.nsw.gov.au) > Council > Forms-and-Documents > Council-Policies > Dual Water Supply Plumbing (pdf).

Please refer to Council's website for Cross Connection Audit Certificate of Compliance Application form, [www.ballina.nsw.gov.au](http://www.ballina.nsw.gov.au) > Council Forms-and-Documents >Forms-A-Z Dual Water Supply Certificate of Compliance Application (pdf).

**11 Bush fire prone land**

The subject land is not identified on the Ballina LGA Bush Fire Prone Land Map, that was certified by the Commissioner of the NSW Rural Fire Service pursuant to Section 10.3 of the EP & A Act 1979, as being bush fire prone.

**12 Loose-fill asbestos insulation**

Council has not been notified in this regard in relation to the subject property.

**13 Mine Subsidence**

The subject land is not within an area proclaimed to be a Mine Subsidence District within the meaning of section 15 of the Mine Subsidence Compensation Act 1961.

**14 Paper subdivision information**

Council has not been notified of any such development plan that applies to the land.

**15 Property vegetation plans**

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

**16 Biodiversity stewardship sites**

Council has not been notified of the existence of a biodiversity stewardship site under Part 5 of the Biodiversity Conservation Act 2016.

**17 Biodiversity certified land**

Council has not been notified that the land is biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016.

**18 Orders under Trees (Disputes Between Neighbours) Act 2006**

Council has not been notified that 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.

**19 Annual charges for coastal protection services under Local Government Act 1993**

The current owner (or any previous owner) has not consented in writing to the land being subject to annual charges under Section 496B of the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works.

**20 Western Sydney Aerotropolis**

Not applicable

**21 Development Consent Conditions for Seniors Housing**

Council is not aware of any development consents granted after 11 October 2007 in relation to the land, that restrict the occupation of seniors housing as set out Section 88(2) of State Environmental Planning Policy (Housing) 2021.

**22 Site compatibility certificates and conditions for affordable renting housing**

(1) Council is not aware of a current site compatibility certificate issued under State Environmental Planning Policy (Housing) 2021 or a former site compatibility certificate issued under the provisions of State Environmental Planning Policy (Affordable Rental Housing) 2009, for affordable rental housing.

(2) and (3) Council is not aware of any development consents granted for developments to which:

State Environmental Planning Policy (Housing) 2021 Chapter 2, Part 1, Division 1 or 5, which include conditions of a kind referred to in Sections 21(1) or 40(1) of that Policy; or

State Environmental Planning Policy (Affordable Rental Housing) 2009, which include conditions of a kind referred to in Clauses 17(1) or 38(1) of that Policy.

**23 Water or Sewerage services**

This land has not been provided with water or sewerage services under the provisions of the Water Industry Competition Act 2006.

**NOTE:** The information contained in this certificate needs to be read in conjunction with the provisions of the Environmental Planning and Assessment Act 1979, as amended, and its Regulations.

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FOR FURTHER INFORMATION PLEASE CONTACT COUNCIL'S PLANNING AND ENVIRONMENTAL HEALTH DIVISION

**Paul Hickey  
General Manager  
Ballina Shire Council**

enquiries refer  
**Building Services**  
in reply please quote  
**Container: 535-015**  
**PN: 1010797**



2 April 2026

InfoTrack  
Email: [ecertificates@infotrack.com.au](mailto:ecertificates@infotrack.com.au)

Dear Sir/Madam

**Re: Sewer Diagram Application**  
**8 Dent Crescent CUMBALUM NSW 2478 - Lot: 2 SP: 106062**  
Your Reference: 261503

Enclosed with this letter is the sewer drainage diagram for the above property.

This covering letter is to be read in conjunction with the supplied diagram. The diagram is not survey accurate and should not be relied upon for such purposes.

If you have any enquiries in regard to this matter please contact Building Services on (02) 6686 1415.

**Notation:** Ballina Shire Council has specific building setbacks applying to sewer mains depending on the depth of the main, the existing foundation material and if sewer easements exist. You are advised to read the [Building Over Council Assets Policy](#) on council's website for clarification. Should you require any further advice please contact the Civil Services Group on (02) 6686 1281.

Trusting this information is of assistance.

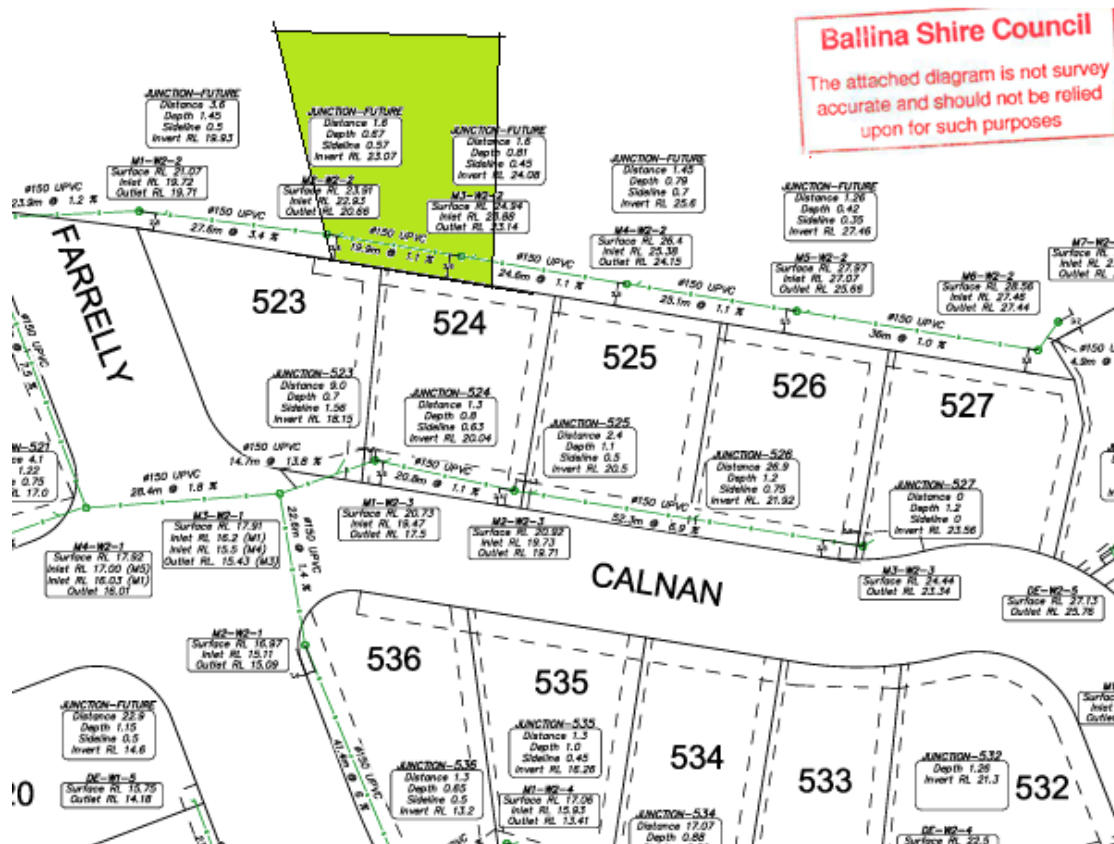
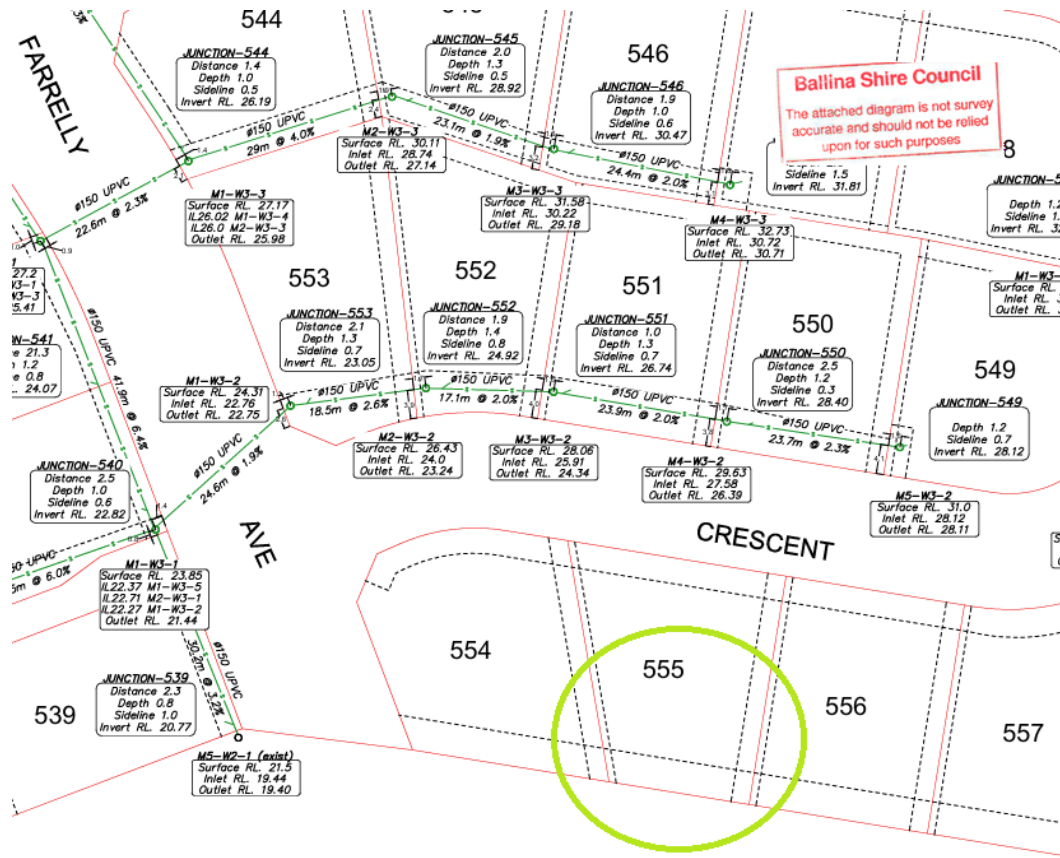
Yours faithfully

A handwritten signature in black ink that reads 'B Arundell'.

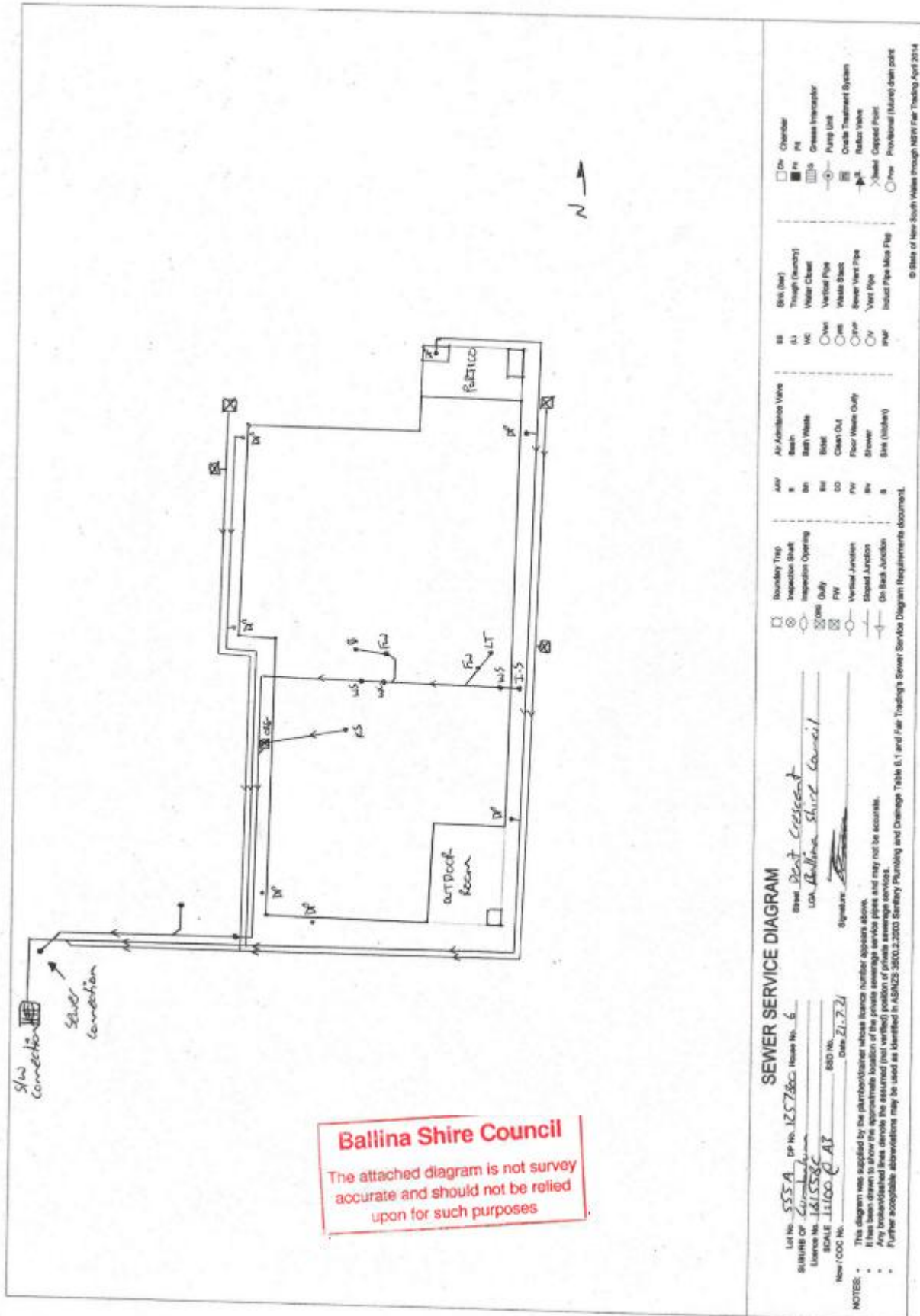
**Bernadette Arundell**  
**Planning and Environmental Health Division**

Enc.

# External Diagram



Internal Diagram



# Certificate in respect of insurance for residential building work

**Policy No:** HBCF20035721

**Policy Date:** 27/07/2020

A contract of insurance complying with sections 92 and 96 of the **Home Building Act 1989** (the Act) has been issued by Insurance and Care NSW (icare) for the insurer, the NSW Self Insurance Corporation (Home Building Compensation Fund). icare provides services to the NSW Self Insurance Corporation under section 10 of the **State Insurance and Care Governance Act 2015**.

<b>Period of Insurance</b>	The contract of insurance provides cover for both the construction period and the warranty period.
<b>In respect of</b>	New Duplex, Dual Occupancy, Triplex &/or Terrace (Attached) Construction
<b>Description of construction as advised by builder<sup>^</sup></b>	High Set, Brick Veneer/Weatherboard, Sheet Metal Roof Dwelling
<b>At</b>	Lot 555A BALLINA HEIGHTS Dent Crescent CUMBALUM New South Wales 2478
<b>Site plan number<sup>^</sup></b>	1257800
<b>Site plan type<sup>^</sup></b>	Deposited Plan
<b>Homeowner</b>	Mr Adam Nicholas Lorimer
<b>Carried out by</b>	METRICON HOMES QLD PTY LTD
<b>Licence number</b>	36654C
<b>Builder job number<sup>^</sup></b>	701667
<b>Contract amount<sup>^</sup></b>	\$325,545.00
<b>Contract date<sup>^</sup></b>	24/07/2020
<b>Premium paid</b>	\$1,731.90
<b>Cost of additional products or services under contract</b>	Nil - no additional services.
<b>Price (including GST and Stamp Duty)</b> <small>Note: The total price does not include any brokerage or other costs to arrange the insurance contract.</small>	\$2,076.55

## <sup>^</sup>Additional information

Subject to the Act, the Home Building Regulation 2014 and the conditions of the insurance contract, cover will be provided to a beneficiary described in the contract and successors in title to the beneficiary. This Certificate is to be read in conjunction with the policy wording current as at the policy date and available at the icare website at [www.icare.nsw.gov.au](http://www.icare.nsw.gov.au)

**Certificate No:** HBCF20035721

**Issued on:** 29/07/2020



**Nathan Agius, General Manager, General Lines Underwriting**  
**Signed on behalf of the insurer**

**icare**™ HBCF

This certificate may only be cancelled within two (2) years of the policy date and only where no work has commenced and no monies have been paid under the building contract.

**IMPORTANT NOTE** Your contractor must give you either: (a) a certificate of combined cover OR (b) 2 certificates, one covering construction period cover and a second certificate covering the warranty period for the work.

## OCCUPATION CERTIFICATE - 200514/01 - WHOLE - 200514/01 (RESIDENTIAL)

Issued under Part 6 of the Environmental Planning and Assessment Act 1979 (Occupation/Use of a New Building)

### APPLICANT DETAILS

**Applicant:** Adam Nicholas Lorimer  
**Address:** 689 Federal Drive, Federal NSW 2480  
**Phone:** 0401800433  
**Fax:**

### OWNER DETAILS

**Name of the person having benefit of the development consent:** Adam Nicholas Lorimer  
**Address:** 689 Federal Drive, Federal NSW 2480  
**Phone:** 0401800433

### RELEVANT CONSENTS

**Consent Authority / Local Government Area:** Ballina Shire Council  
**Development Consent Number:** 2020/683, 2020/683.2  
**Date Issued:** 01/12/2020, 27/05/2021  
**Construction Certificate Number:** 200514/01

### PROPOSAL

**Address of Development:** 6 Dent Street, Cumbalum NSW 2478  
**Type of Occupation Certificate:** Whole  
**Building Classification:** 1a, 10a, 10b  
**Scope of Building Works Covered by this Notice:** 2 dwellings to create a detached dual occupancy and retaining walls.  
**Attachments:** Schedule 1  
**Fire Safety Schedule:** N/A  
**Exclusions:** Stage 2: Construction of Dwelling B and associated earthworks and landscaping and retaining walls

### PRINCIPAL CERTIFYING AUTHORITY

**Certifying Authority:** Sam Davis  
**Accreditation Body:** NSW Fair Trading BDC3125

### DETERMINATION

**Approval Date:** 05/10/2021

I, Sam Davis, as the certifying authority, certify that:

- I have been appointed as the Principal Certifying Authority under s6.5;
- A current Development Consent or Complying Development Certificate is in force with respect to the building;
- A Construction Certificate has been issued with respect to the plans and specifications for the building;
- The building is suitable for occupation or use in accordance with its Classification under the Building Code of Australia;
- Where required, a final Fire Safety Certificate has been issued for the building;
- Where required, a report from the Commissioner of Fire Brigades has been considered.



Sam Davis

**N.B.** Right of Appeal: Under s6.5, where the Certifying Authority is Council, an applicant may appeal to the Land & Environment Court against the refusal to issue an Occupation Certificate within 12 months from the date of the decision.

**SCHEDULE 1: DOCUMENTATION REQUIRED TO ISSUE OCCUPATION CERTIFICATE 200514/01**

Prepared by	Document Name	Reference	Date
A & L Windows	Glazing Certificate		14/04/2021
Nathan Annand	Smoke Alarm Certificate		12/07/2021
ATT Pty Ltd	Frame & Truss Certificate		04/03/2021
Axis Surveys	Set Out & Pad Height		10/02/2021
Civic Showerscreens & Wardrobes	Shower Screen Glazing Certificate		26/07/2021
ee-FIT	Insulation Installation Certificate		08/06/2021
STA Engineering	Footing inspection (House A)		10/02/2021
STA Engineering	Waffle Pod Raft Slab Inspection		22/02/2021
Stoddart Group	Roof Gutter Drainage System Compliance		24/03/2021
Stoddart Group	Roof Battens & Sheet Roofing Compliance		30/03/2021
Termicide	Treatment Diagram	Part A 17/02/2021 Part B 23/04/2021	23/04/2021
Termicide	Treatment Certificate Part A		17/02/2021
Termicide	Treatment Certificate Part B		23/04/2021
Termidry	Waterproofing Certificate of Compliance		12/05/2021
Termicide	Handover Pack		No Date
Metricon	Basix Compliance Certificate		29/09/2021
Bevan Plumbing	Plumbing & Drainage Certificate of Compliance		15/06/2021
Ballina Shire Council	Final Plumbing Inspection Stage 1		06/08/2021

Dear Homeowner,

EnergyBuild would like to congratulate you on your new home and welcomes you to SolarPAY free solar!

This information pack includes the following:

- ✓ FAQ
- ✓ Product information
- ✓ Warranty documentation
- ✓ Our contact details

By choosing Powershop as your electricity retailer you'll receive discounted rates on the solar power you use. Alternatively, you may wish to purchase the solar system outright and receive all power from the system for free regardless of which retailer you choose.

We are here to assist you from the moment you begin generating solar power. If at any time you have a question regarding SolarPAY, how to maximise solar production, or a general query regarding monitoring and Powershop, please give us a call on **07 3002 1900** or email [service.energy@energybuild.com.au](mailto:service.energy@energybuild.com.au).

In the meantime, we wish you all the best with your new solar system.

Kind regards,

EnergyBuild

## SolarPay FAQ

### **What is SolarPay?**

SolarPay is a new solar solution for owner-occupiers building a new home. It allows the homeowner to access discounted energy from the day they move in and receive a 6.6kW solar system at no cost after 60 months.

### **When do I own the system?**

After 60 months, the system is transferred into the homeowner's name at no cost. The homeowner also has the option to buy it earlier and the system price reduces by \$1,000 each year (reduces by \$1,150 per year if the customer upgrades to either an 8.3kW or 10.3kW).

### **Can I break the contract for the Solar Panels?**

Yes. To break the agreement, the homeowner can either transfer the agreement to a new homeowner or buy the system outright at the relevant payout amount.

### **Who gets the solar benefits for the first 60 months?**

The benefits are shared.

EnergyBuild owns the system, however, provides a discount on all solar power to the homeowner for the first 60 months if they stay with the same energy retailer (Powershop), however the homeowner is free to switch energy retailers if they find a better deal.

### **Does the price to own outright reduce as the months go past? i.e. after 24 months, I have decided I would like to purchase the solar system and output. How much will it cost me?**

Yes, the standard 6.6kW system can be purchased outright at any time and reduces in price by \$1,000 on the anniversary of handover of the home each year. If you chose to upgrade the system to either an 8.3kW or 10.3kW, the system will reduce by \$1,150 per year.

### **Does the cost to own the system outright reduce if I decide to buy during the year? i.e., after 18 months.**

No, the system can be purchased at any time, but the price will only decrease on the anniversary of your handover date. The purchase price does not decrease by days or months.

### **If we want to purchase the solar system outright at any stage, who do we speak with?**

Contact the team at EnergyBuild:

P: 1300 983 668 E: [info@energybuild.com.au](mailto:info@energybuild.com.au) W: [www.energybuild.com.au](http://www.energybuild.com.au)

**What happens if I sell my house?**

The SolarPay agreement can be novated to the next owner by completing a SolarPay novation form. The new owner would then have access to the same discounted power until the term is completed. The system would then be transferred into the new owner's name at the end of the term.

**What happens if I rent my house?**

So long as the ownership of the home is unchanged, there is no charge. The tenant would have the option to buy discounted solar but no obligation to use it. There is no change to the end date of the agreement.

**What items are included in the "SolarPay" system?**

For the purposes of the SolarPay agreement, the system is the energy generation equipment including solar panels (Jinko) and solar inverter (SolaX).

**How big is the standard SolarPay system?**

6.6kW solar panel array on the roof paired with a 5kW single-phase solar inverter, however the homeowner has the option to increase the size of the system (8.3kW or 10.3kW) through the builder during their studio selections appointment.

**What is the warranty period on the inverter and solar panels?**

The solar inverter has a 10-year warranty, and the solar panels have a 20-year warranty and 30-year power guarantee.

**If the solar panels or inverter stop working – who will repair them?**

EnergyBuild will service the warranty, and all components are covered under their own manufacturer backed warranties.

**What happens if the required number of panels (currently 16 x 415W) do not fit on my roof?**

If we cannot fit the panels on the roof, you do not qualify for the SolarPay offer. However, you may still be able to purchase a smaller sized system from the builder.

**What happens if my solar panels are damaged in a storm or stolen from my roof?**

The panels are typically covered under the homeowner's standard home and contents insurance.

### **Can I choose my own power provider?**

As the homeowner, you have the right to purchase discounted solar from the system but have no obligation to do so. If you wish to access the discounted power, you will need to keep your site power account with Powershop after you move in.

If you choose to buy power from another energy retailer, you won't have access to the solar power, but you will still receive the solar system at no cost after the 60-month term is complete.

There are no lock-in contracts for the supply of electricity. The SolarPay agreement does not require the homeowner to buy the discounted solar electricity.

### **Do we need to have an account with Powershop to access discounted electricity?**

Yes. All accounts will be established with Powershop during construction. If the customer wishes to use the discounted power from the roof after handover, they keep the same Powershop account.

Alternatively, you are free to go to another electricity retailer after you move in, but you will not have access to the discounted solar electricity being generated from the solar system.

If a homeowner chooses to go with an alternative electricity retailer, it does not affect their ability to receive the system at no cost at the end of the 60-month term.

### **How much of a discount is offered by Powershop?**

Discounts depend on your location and are subject to change.

Please visit [www.powershop.com.au/solarpay](http://www.powershop.com.au/solarpay) to view discounts.

### **Who is Powershop?**

Powershop are an electricity retailer in Australia and New Zealand. They are the largest electricity provider in NZ and their parent company, Meridian Energy, is part owned by the NZ government.

### **Have further SolarPay Questions?**

Please be sure to visit [www.solarpay.com](http://www.solarpay.com) for more information or contact EnergyBuild at [info@energybuild.com.au](mailto:info@energybuild.com.au) or via phone on 1300 983 668.

# Tiger Neo N-type 54HL4-(V) 410-430 Watt MONO-FACIAL MODULE

## N-Type

Positive power tolerance of 0~+3%

IEC61215(2016), IEC61730(2016)

ISO9001:2015: Quality Management System

ISO14001:2015: Environment Management System

ISO45001:2018

Occupational health and safety management systems



## Key Features



### SMBB Technology

Better light trapping and current collection to improve module power output and reliability.



### PID Resistance

Excellent Anti-PID performance guarantee via optimized mass-production process and materials control.



### Durability Against Extreme Environmental Conditions

High salt mist and ammonia resistance.



### Hot 2.0 Technology

The N-type module with Hot 2.0 technology has better reliability and lower LID/LETID.

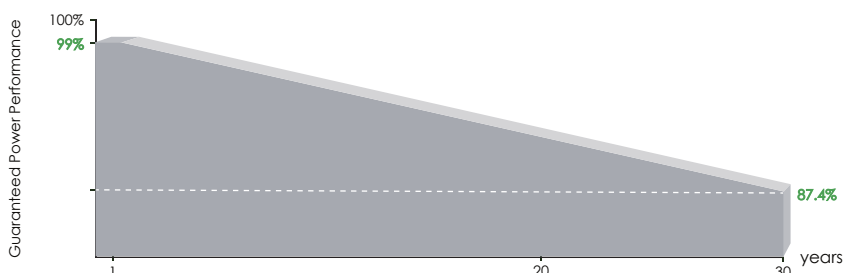


### Enhanced Mechanical Load

Certified to withstand: wind load (2400 Pascal) and snow load (5400 Pascal).



## LINEAR PERFORMANCE WARRANTY



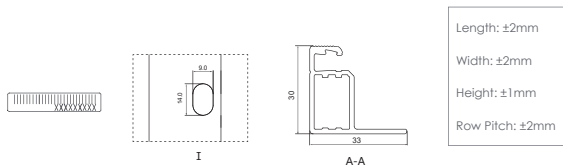
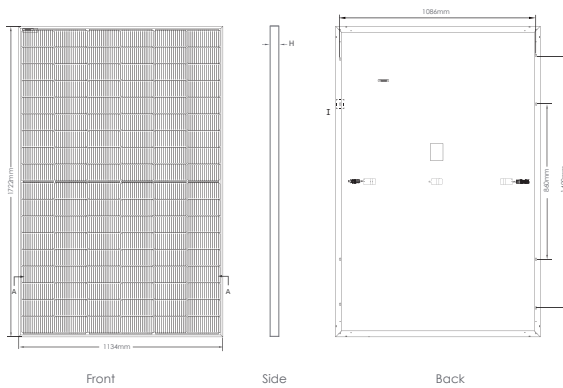
**20** Year Product Warranty\*

**30** Year Linear Power Warranty

**0.40%** Annual Degradation Over 30 years

The product warranty is only applicable in Australia.

## Engineering Drawings

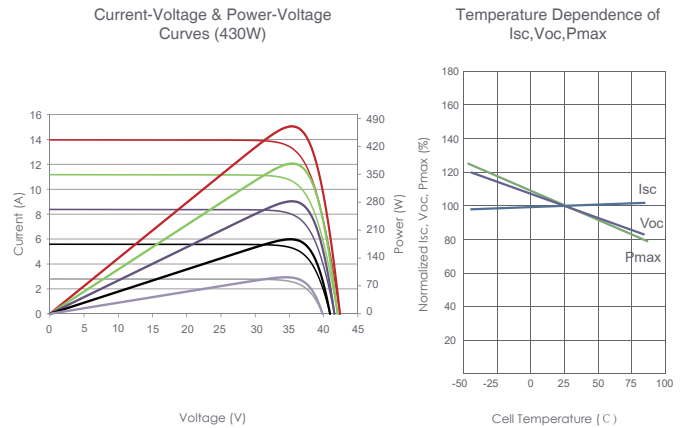


## Packaging Configuration

( Two pallets = One stack )

36pcs/pallets, 72pcs/stack, 936pcs/ 40'HQ Container

## Electrical Performance & Temperature Dependence



## Mechanical Characteristics

Cell Type	N type Mono-crystalline
No. of cells	108 (6×18)
Dimensions	1722×1134×30mm (67.79×44.65×1.18 inch)
Weight	22 kg (48.50 lbs)
Front Glass	3.2mm, Anti-Reflection Coating, High Transmission, Low Iron, Tempered Glass
Frame	Anodized Aluminium Alloy
Junction Box	IP68 Rated
Output Cables	TUV 1×4.0mm <sup>2</sup> (+): 400mm, (-): 200mm or Customized Length

## SPECIFICATIONS

Module Type	JKM410N-54HL4		JKM415N-54HL4		JKM420N-54HL4		JKM425N-54HL4		JKM430N-54HL4	
	STC	NOCT	STC	NOCT	STC	NOCT	STC	NOCT	STC	NOCT
Maximum Power (Pmax)	410Wp	308Wp	415Wp	312Wp	420Wp	316Wp	425Wp	320Wp	430Wp	323Wp
Maximum Power Voltage (Vmp)	31.13V	29.06V	31.32V	29.21V	31.51V	29.34V	31.70V	29.50V	31.88V	29.63V
Maximum Power Current (Imp)	13.17A	10.61A	13.25A	10.68A	13.33A	10.76A	13.41A	10.83A	13.49A	10.91A
Open-circuit Voltage (Voc)	37.73V	35.84V	37.92V	36.02V	38.11V	36.20V	38.30V	36.38V	38.49V	36.56V
Short-circuit Current (Isc)	13.91A	11.23A	13.99A	11.29A	14.07A	11.36A	14.15A	11.42A	14.23A	11.49A
Module Efficiency STC (%)	21.00%		21.25%		21.51%		21.76%		22.02%	
Operating Temperature(°C)	-40°C~+85°C									
Maximum system voltage	1000/1500VDC (IEC)									
Maximum series fuse rating	25A									
Power tolerance	0~+3%									
Temperature coefficients of Pmax	-0.30%/°C									
Temperature coefficients of Voc	-0.25%/°C									
Temperature coefficients of Isc	0.046%/°C									
Nominal operating cell temperature (NOCT)	45±2°C									



\*STC: Irradiance 1000W/m<sup>2</sup> Cell Temperature 25°C AM=1.5  
 NOCT: Irradiance 800W/m<sup>2</sup> Ambient Temperature 20°C AM=1.5 Wind Speed 1m/s

Energy of the Future, Today

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# SOLAX

## STRING INVERTER

ENGINEERED FOR SOLAR



# X1-BOOST (SINGLE PHASE)

	X1-3.0T	X1-3.3T	X1-3.6T	X1-4.2T	X1-4.6T	X1-5.0T
<b>INPUT (DC)</b>						
Max.PV array power [Wp]	3250	3500	4000	4600	5200	5200
Max.DC voltage [V]	600	600	600	600	600	600
Nominal DC operating voltage [V]	360	360	360	360	360	360
Max. input current [A]	12/12	12/12	12/12	12/12	12/12	12/12
Max. short circuit current [A]	12.8/12.8	12.8/12.8	12.8/12.8	12.8/12.8	12.8/12.8	12.8/12.8
MPPT voltage range[V]	70-580	70-580	70-580	70-580	70-580	70-580
Start operating voltage[V]	100	100	100	100	100	100
No. of MPP trackers	2	2	2	2	2	2
Strings per MPP tracker	1	1	1	1	1	1
<b>OUTPUT AC</b>						
Nominal AC power [VA]	3000	3300	3680	4200	4600	5000 (4600 for VDE4105)
Max. AC power [VA]	3000	3300	3680	4200	4600	5000 (4600 for VDE4105)
Nominal grid voltage(AC voltage range) [V]	220/230/240; 180~280					
Nominal grid frequency/range [Hz]	50/60; ±5					
Nominal AC current [A]	13	14.3	16	18.3	20	21.7 (20 for VDE4105)
Max. AC current [A]	14	15	16.8(16 for G98)	19	21	22.7 (21.7 for AS4777)
Displacement power factor	0.8 leading ~ 0.8 lagging					
THDi, rated power [%]	<2					
<b>EFFICIENCY</b>						
MPPT efficiency [%]	99.9					
Euro efficiency [%]	97.0					
Max. efficiency [%]	97.8					
<b>POWER CONSUMPTION</b>						
Standby consumption (Night) [W]	<1					
<b>STANDARD</b>						
Over voltage protection	YES					
Over current protection	YES					
DC isolation impedance monitoring	YES					
Ground fault current monitoring	YES					
DC injection monitoring	YES					
RCD protection	YES					
Safety	IEC62109-1/-2					
EMC	EN 61000-6-1 / EN 61000-6-2 / EN 61000-6-3					
Certification	VDE4105 /G98 / G99/ AS4777 / EN50549 / CEI0-21					
<b>ENVIRONMENT LIMIT</b>						
Degree of protection(according to IEC60529)	IP65					
Operating temperature range [°C]	-25~+60(derating at 45)					
Max. operation altitude [m]	2000					
Humidity [%]	0~100 (condensation)					
Storage temperature [°C]	-25~+60					
Typical noise emission [dB]	25					
<b>DIMENSION AND WEIGHT</b>						
Dimensions(WxHxD) [mm]	341.5*430*143					
Weight[kg]	13.5	13.5	13.5	14.5	14.5	14.5
Cooling concept	Natural					
Topology	Non-isolated					
Communication interfaces	Pocket WiFi(optional)/Pocket LAN(optional)/Pocket GPRS(optional)/Meter(optional)/RS485/DRM/USB-Upgrade					
LCD display	Yes					
Standard warranty [years]	5-10					



# X1-SMART (SINGLE PHASE)

	X1-6.0	X1-7.0	X1-8.0
<b>INPUT (DC)</b>			
Max.PV array power [Wp]	3000/4000	3000/5000	3000/6000
Max.DC voltage [V]	550	550	550
Nominal DC operating voltage [V]	360	360	360
Max. input current [A]	11/22	11/22	11/22
Max. short circuit current [A]	12/24	12/24	12/24
MPPT voltage range[V]	100-500	100-500	100-500
Start operating voltage[V]	120	120	120
No. of MPP trackers	2	2	2
Strings per MPP tracker	1/2	1/2	1/2
<b>OUTPUT AC</b>			
Nominal AC power [VA]	6000	7000	8000
Max. AC power [VA]	6000	7000	8000
Nominal grid voltage(AC voltage range) [V]	220/230/240; 160-285		
Nominal grid frequency/range [Hz]	50/60; ±5		
Nominal AC current [A]	28	32	35
Max. AC current [A]	45		
Displacement power factor	0.8 leading... 0.8 lagging		
THDi, rated power [%]	< 3		
<b>EFFICIENCY</b>			
MPPT efficiency [%]	99.90		
Euro efficiency [%]	96.80		
Max. efficiency [%]	97.40		
<b>POWER CONSUMPTION</b>			
Standby consumption (Night) [W]	<1		
<b>STANDARD</b>			
Over voltage protection	YES		
Over current protection	YES		
DC isolation impedance monitoring	YES		
Ground fault current monitoring	YES		
DC injection monitoring	YES		
RCD protection	YES		
Safety	IEC62109-1/IEC62109-2		
EMC	EN 61000-3-2 / EN 61000-3-3 / EN 61000-3-11 / EN 61000-3-12 / EN 61000-6-1 / EN 61000-6-2 / EN 61000-6-3		
Certification	AS/NZS4777		
<b>ENVIRONMENT LIMIT</b>			
Degree of protection(according to IEC60529)	IP65		
Operating temperature range [°C]	-25~+60 (derating at 45)		
Max. operation altitude [m]	2000		
Humidity [%]	0~100, non condensing		
Storage temperature [°C]	-25~+60		
Typical noise emission [dB]	40		
<b>DIMENSION AND WEIGHT</b>			
Dimensions(WxHxD) [mm]	450*401*190		
Weight[kg]	22		
Cooling concept	Natural		
Topology	Non-isolated		
Communication interfaces	Pocket WiFi(optional)/Pocket LAN(optional)/Pocket GPRS(optional)/Meter(optional)/RS485/DRM/USB-Upgrade		
LCD display	Backlight 20*4 character		
Standard warranty [years]	5-10		



# X3-MIC (THREE PHASE) *(T For Dual MPPT S For Single MPPT)*

	X3-4.0-T	X3-5.0-T	X3-6.0-T	X3-7.0-T	X3-8.0-T	X3-9.0-T	X3-10.0-T	X3-4.0-S	X3-5.0-S
<b>INPUT (DC)</b>									
Max.PV array power [Wp]	5200	6500	7800	8400	9600	10800	12000	4800	6000
Max.DC voltage [V]	800	800	800	1000	1000	1000	1000	1000	1000
Nominal DC operating voltage [V]	600	600	600	600	600	600	600	600	600
Max. input current [A]	11/11	11/11	11/11	11/11	11/11	11/11	11/11	11	11
Max. short circuit current [A]	14/14	14/14	14/14	14/14	14/14	14/14	14/14	14	14
MPPT voltage range[V]	160-750	160-750	160-750	160-900	160-900	160-900	160-900	160-900	160-900
Start operating voltage[V]	180	180	180	180	180	180	180	180	180
No. of MPP trackers	2	2	2	2	2	2	2	1	1
Strings per MPP tracker	1	1	1	1	1	1	1	1	1
<b>OUTPUT AC</b>									
Nominal AC power [VA]	4000	5000	6000	7000	8000	9000	10000	4000	5000
Max. AC power [VA]	4000	5000	6000	7000	8000	9000	10000	4000	5000
Nominal grid voltage(AC voltage range) [V]	3/N/PE, 3/PE, 230/400(310-480)						3/N/PE, 3/PE, 230/400(310-480)		
Nominal grid frequency/range [Hz]	50/60;±5						50/60;±5		
Nominal AC current [A]	5.8	7.2	8.7	10.1	11.6	13.0	14.5	5.8	7.2
Max. AC current [A]	6.4	8.0	9.6	11.2	12.8	14.4	16.0	6.4	8.0
Displacement power factor	0.8leading-0.8lagging						0.8leading-0.8lagging		
THDi, rated power [%]	<2						<2		
<b>EFFICIENCY</b>									
MPPT efficiency [%]	99.9	99.9	99.9	99.9	99.9	99.9	99.9	99.9	99.9
Euro efficiency [%]	97.8	97.8	97.8	98	98	98	98	97.8	97.8
Max. efficiency [%]	98.3	98.3	98.3	98.4	98.4	98.5	98.5	98.3	98.3
<b>POWER CONSUMPTION</b>									
Standby consumption (Night) [W]	<3						<3		
<b>STANDARD</b>									
Over voltage protection	YES						YES		
Over current protection	YES						YES		
DC isolation impedance monitoring	YES						YES		
Ground fault current monitoring	YES						YES		
DC injection monitoring	YES						YES		
RCD protection	YES						YES		
Safety	EN62109-1/-2						EN62109-1/-2		
EMC	EN61000-6-1;EN61000-6-2;EN61000-6-3;EN61000-3-2;EN61000-3-3						EN61000-6-1;EN61000-6-2;EN61000-6-3;EN61000-3-2;EN61000-3-3		
Certification	AS4777; VDE4105; G98; G99; EN50549; CEI0-21						AS4777; VDE4105; G98; G99; EN50549; CEI0-21		
<b>ENVIRONMENT LIMIT</b>									
Degree of protection(according to IEC60529)	IP65						IP65		
Operating temperature range [°C]	-25~+60(derating at 45)						-25~+60(derating at 45)		
Max. operation altitude [m]	2000						2000		
Humidity [%]	0~100,condensing						0~100,condensing		
Storage temperature [°C]	-25~60						-25~60		
Typical noise emission [dB]	35						35		
<b>DIMENSION AND WEIGHT</b>									
Dimensions(WxHxD) [mm]	534*419*201						534*419*201		
Weight[kg]	30	30	30	30	30	30	30	28	28
Cooling concept	Natural						Natural		
Topology	Non-isolated						Non-isolated		
Communication interfaces	RS485/DRM/Pocket WiFi(optional)/Pocket LAN (optional)/Pocket GPRS (optional)/Meter (optional)/USB-upgrade						RS485/DRM/Pocket WiFi(optional)/Pocket LAN (optional)/Pocket GPRS (optional)/Meter (optional)/USB-upgrade		
LCD display	Backlight 20*4 character						Backlight 20*4 character		
Standard warranty [years]	5-10						5-10		

## Start-Up & Shutdown Procedure and Maintenance Guidelines

### SHUTDOWN SYSTEM

1. Turn off main DC isolator (if system has a battery system).
2. Turn off the solar array AC main switch (located in switchboard or next to the inverter).
3. In the case you have 2 AC switches, turn both to the off position.
4. Turn off the Solar array DC Main switch located next to the inverter.
5. Check the shutdown procedure labelled on the inverter or in main switchboard.

### RESTART THE SYSTEM

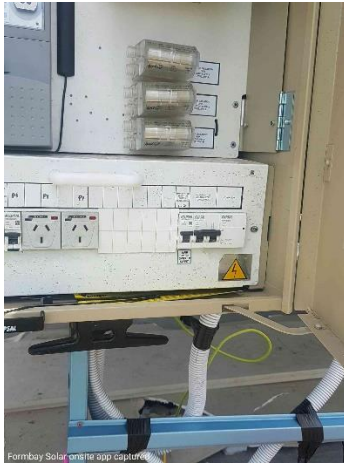
1. Turn on Solar Array DC main switch located next to the inverter.
2. Turn on Solar AC main switch located in the switchboard and/or next to the inverter.
3. Turn on the main battery isolator (if there is a battery system).

### MAINTENANCE OF SOLAR ARRAY

- If the angle of the PV module is 10° or more, normal rainfall is sufficient to keep the module glass surface clean under typical weather conditions.
- There are no user serviceable parts in the system.
- We recommend that your system is inspected by a Clean Energy Council Accredited Installer every two years.
- To confirm the operation of your system, check inverter display while the PV array is in full sunlight.

If you have any other questions regarding maintenance, please call us on **07 3002 1900** or email [service.energy@energybuild.com.au](mailto:service.energy@energybuild.com.au).

## Turning on the SolaX inverter:



1. In the main switchboard, locate the circuit breaker titled “Main supply (inverter supply)”. If it isn’t already on, turn it on now.



2. Inside the inverter enclosure, you’ll find the DC isolator switch. Simply cut the cable tie and turn the switch on.



3. The inverter will start up, and the screen will say “checking”. After a few seconds, it will then countdown from 120. After the countdown, the inverter will show “normal”, and the PAC number will rise. This is the solar’s current production.

## Turning on the SolaX inverter (continued):



Grid Loss Fault: This typically means that something is not switched on. Complete the shutdown procedure that is labelled on the inverter and then re-complete these steps.

If an error message continues, send through photos of the inverter and the switchboard to [service.energy@energybuild.com.au](mailto:service.energy@energybuild.com.au) or call 07 3002 1900.

# DEED OF ASSIGNMENT AND NOVATION - SOLARPAY AGREEMENT

**This deed**

is made on \_\_\_\_\_ (date)

by \_\_\_\_\_ (name)

of \_\_\_\_\_ (address)

**(Existing Owner)**

and \_\_\_\_\_ (name)

\_\_\_\_\_ (address)

\_\_\_\_\_ (phone) \_\_\_\_\_ (email)

**(New Owner)**

and Stoddart Energy Systems Pty Ltd ACN 613 897 028 of 37 Gravel Pit Road, Darra, Queensland, 4076 (**Stoddart**)

in relation to: The SolarPay Agreement between the Existing Owner and Stoddart, a copy of which is annexed to this deed (**Principal Agreement**)

**Execution**

*For a company, two directors, or a director and secretary, must sign (or the sole director/secretary in the case of a sole director/secretary company). For an individual, the individual must sign. If there is more than one individual, each individual must sign. Additional signing clauses may need to be added.*

The persons signing below warrant that they have the proper authority to bind the party they represent.

**Executed as a deed by the Existing Owner** (as defined above):

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Executed as a deed by the New Owner** (as defined above):

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Position (director if a company)

\_\_\_\_\_  
Position/Capacity (director or secretary if a company)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Executed as a deed** for an on behalf of **Stoddart** (as defined above) by its authorised representative:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Position (director if a company)

\_\_\_\_\_  
Date

**Now it is covenanted and agreed** as follows:

## **1 Assignment and Novation**

---

### **1.1 Assignment and Novation**

With effect on and from the Effective Date the:

- (a) Existing Owner assigns all its right, title and interest in the Principal Agreement to the New Owner; and
- (b) parties novate the Principal Agreement so that the New Owner is substituted for the Existing Owner.

### **1.2 New Owner's rights and obligations**

On and from the Effective Date, the New Owner:

- (a) is entitled to all of the rights, title and interest of the Existing Owner under the Principal Agreement which arise on or after the Effective Date;
- (b) must perform the obligations of the Existing Owner under the Principal Agreement in favour of Stoddart which arise or relate to events occurring on or after the Effective Date; and
- (c) is bound by the Principal Agreement as if it was an original party to the Principal Agreement in place of the Existing Owner.

### **1.3 Stoddart's obligations**

On and from the Effective Date, Stoddart:

- (a) must perform its obligations under the Principal Agreement in favour of the New Owner which arise or relate to events occurring on or after the Effective Date; and
- (b) continues to be bound by its obligations under the Principal Agreement as if the New Owner had been originally named in the Principal Agreement instead of the Existing Owner.

### **1.4 References in the Principal Agreement**

With effect on and from the Effective Date, each reference in the Principal Agreement to the Existing Owner must be read as a reference to the New Owner.

### **1.5 Release by Stoddart and Existing Owner**

On and from the Effective Date, Stoddart and the Existing Owner:

- (a) have no further rights against each other under the Principal Agreement, other than rights that arise or relate to events occurring before the Effective Date; and
- (b) release each other from all Claims and Liabilities under the Principal Agreement, other than Claims and Liabilities that arise or relate to events occurring before the Effective Date.

### **1.6 Liability**

The New Owner is not liable to Stoddart in respect of any Claim or Liability which Stoddart pays, suffers, incurs or is liable for in respect of the Principal Agreement, which occurred, or which arises out of or is caused by any act or omission which occurred, before the Effective Date.

### **1.7 Acknowledgement**

The New Owner and Stoddart acknowledge that the Principal Agreement continues in full force in accordance with its terms as assigned and novated by this deed.

## **2 Stoddart acknowledgements**

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Stoddart consents to the assignment and novation of the Principal Agreement from the Existing Owner to the New Owner.

## **3 Representations and warranties**

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### **3.1 Representations and warranties of the Existing Owner**

The Existing Owner represents and warrants to the New Owner that:

- (a) no event of default or potential event of default (however defined) has occurred with respect to the Principal Agreement; and
- (b) it has not assigned or agreed to assign to any person (other than the New Owner) all or any of its right, title and interest in or to the Principal Agreement.

### **3.2 Representations and warranties of all parties**

Each party represents and warrants to the others that:

- (a) this deed constitutes valid and legally binding obligations on its part, enforceable against it in accordance with its terms; and
- (b) all necessary consents and authorisations for the execution, delivery and performance of this deed have been obtained.

## **4 General**

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### **4.1 Binding**

This deed is binding on each party, as well as their executors, administrators, successors, next of kin and other legal and personal representatives.

### **4.2 Miscellaneous**

- (a) This deed may only be varied, modified or amended by another document in writing executed by the parties.
- (b) A waiver by Stoddart of a provision of this deed must be in writing and signed by Stoddart.
- (c) Each party must, and must ensure that its representatives, sign, execute and deliver all deeds, documents and instruments required and act reasonably to carry out and give full effect to this deed.
- (d) None of these terms will merge in or upon the execution of this deed or any other document or any other act, matter or thing and will continue to remain in full force and effect for so long as is necessary to give effect to this deed.

- (e) Any term of this deed which is wholly or partially void or unenforceable may be severed to the extent it is void or unenforceable, in which case the validity or enforceability of the remainder of the deed is not affected.
- (f) This deed contains the entire understanding between the parties as to the subject matter of this deed and prevails over any prior or contemporaneous understandings or communications.
- (g) This deed may be executed in counterparts, which when taken together are one instrument.
- (h) This deed is governed by the laws of Queensland and the parties irrevocably and unconditionally submit to the exclusive jurisdiction of the Courts of Queensland and the courts of appeal from them.
- (i) The parties give their consent pursuant to the Electronic Transactions (Queensland) Act 2001 (Qld) for the purposes of entering into this deed and all other matters pertaining to it. The parties agree that the electronic signature of a party to this deed shall be as valid as an original signature of such party and shall be effective to bind such party to this deed.

## 5 Definitions

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In this deed:

**Claim** includes a claim, notice, demand, action, proceeding, litigation, investigation, judgment, damage, loss, cost, expense or liability however arising, whether present, unascertained, immediate, future or contingent, whether based in contract, tort or statute and whether involving a third party or a party to this deed.

**Effective Date** means the settlement date of the contract of sale of property between the Existing Owner and the New Owner.

**Liability** means any liability or obligation (whether actual, contingent or prospective) including any loss, irrespective of when the acts, events or things giving rise to the liability or obligation occurred.

## 6 Interpretation

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In this deed, unless the context otherwise requires:

- (a) a reference to:
  - (i) one gender includes the others;
  - (ii) the singular includes the plural and the plural includes the singular;
  - (iii) a recital, clause, schedule or annexure is a reference to a clause of or recital, schedule or annexure to this deed and references to this deed include any recital, schedule or annexure;
  - (iv) any contract (including this deed) or other instrument includes any variation or replacement of it and as it may be assigned or novated;
  - (v) a statute, ordinance, code or other law includes subordinate legislation (including regulations) and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
  - (vi) a person or entity includes an individual, a firm, a body corporate, a trust, an unincorporated association or an authority;
  - (vii) a person includes their legal personal representatives (including executors), administrators, successors, substitutes (including by way of novation) and permitted assigns;
  - (viii) a group of persons is a reference to any two or more of them taken together and to each of them individually;
- (b) the meaning of any general language is not restricted by any accompanying example, and the words 'includes', 'including', 'such as', 'for example' or similar words are not words of limitation;
- (c) the words 'costs' and 'expenses' include reasonable charges, expenses and legal costs on a full indemnity basis;
- (d) headings and the table of contents are for convenience only and do not form part of this deed or affect its interpretation; and
- (e) a provision of this deed must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this deed or the inclusion of the provision in this deed.