

Contract for the sale and purchase of land - 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	YAMBA QUAYS LAND SALES Level 1, Suite 4/5, 5 Snapper Drive Lennox Head NSW 2478	phone 0417 754 016 fax ref Simon Dougherty
co-agent	Not Applicable	phone fax ref
vendor	YAMBA QUAYS PTY LTD (ABN 18 629 899 716) Level 1, Suite 4/5, 5 Snapper Drive, Lennox Head NSW 2478	
vendor's solicitor	FOOTT, LAW & CO. 56 Victoria Street, Grafton NSW 2460 PO Box 18, GRAFTON NSW 2460	phone (02) 6642 1900 fax ref JAF:JW 23-0298

date of completion See Special Condition 41 (clause 15)

Land (address, plan details and title reference) **PROPOSED LOT BEING PART LOT 300 IN DP 1297032 STAGE 4 "YAMBA QUAYS ESTATE", YAMBA Part Folio Identifier 300/1297032**

improvements VACANT POSSESSION subject to existing tenancies
 HOUSE garage carport home unit carspace storage space
 none other:

attached copies documents in the List of Documents as marked or numbered:
 other documents:

A real estate agent is permitted by legislation to fill up the items in this box in a sale of residential property.			
inclusions	<input type="checkbox"/> air conditioning	<input type="checkbox"/> clothes line	<input type="checkbox"/> fixed floor coverings
	<input type="checkbox"/> blinds	<input type="checkbox"/> curtains	<input type="checkbox"/> insect screens
	<input type="checkbox"/> built-in wardrobes	<input type="checkbox"/> dishwasher	<input type="checkbox"/> light fittings
	<input type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input type="checkbox"/> pool equipment
	<input type="checkbox"/> other:		<input type="checkbox"/> range hood
			<input type="checkbox"/> solar panels
			<input type="checkbox"/> stove
			<input type="checkbox"/> TV antenna
exclusions			
purchaser			
purchaser's solicitor			phone fax ref
price	\$		inclusive of GST
deposit	\$		(10% of the price, unless otherwise stated)
balance	\$		
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

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

buyer's agent

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

SIGNING PAGE

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

Choices

Vendor agrees to accept a *deposit bond* NO yes

Nominated *Electronic Lodgment Network ELN* (clause 4)

Manual transaction (clause 30) NO yes

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

Parties agree that the deposit be invested (clause 2.9) NO yes

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

Land tax is adjustable NO yes

GST: Taxable supply NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply NO yes

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

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

Purchaser must make an *GSTRW payment*: NO yes (if yes, vendor must provide further 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) – further details

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

Supplier's name: Yamba Quays Pty Ltd

Supplier's ABN: 18 629 899 716

Supplier's GST branch number (if applicable):

Supplier's business address: Level 1, Suite 4/5, 5 Snapper Drive, Lennox Head NSW 2478

Supplier's representative: enquiry@clarencproperty.com.au

Supplier's contact phone number: (02)6686 4122

Supplier's proportion of *GSTRW payment*:

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

<p>General</p> <p><input checked="" type="checkbox"/> 1 property certificate for the land</p> <p><input checked="" type="checkbox"/> 2 plan of the land</p> <p><input type="checkbox"/> 3 unregistered plan of the land</p> <p><input checked="" type="checkbox"/> 4 plan of land to be subdivided</p> <p><input checked="" type="checkbox"/> 5 document that is to be lodged with a relevant plan</p> <p><input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979</p> <p><input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)</p> <p><input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)</p> <p><input checked="" type="checkbox"/> 9 sewerage lines location diagram (sewerage service diagram)</p> <p><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</p> <p><input type="checkbox"/> 11 <i>planning agreement</i></p> <p><input type="checkbox"/> 12 section 88G certificate (positive covenant)</p> <p><input type="checkbox"/> 13 survey report</p> <p><input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i></p> <p><input type="checkbox"/> 15 occupation certificate</p> <p><input type="checkbox"/> 16 lease (with every relevant memorandum or variation)</p> <p><input type="checkbox"/> 17 other document relevant to tenancies</p> <p><input type="checkbox"/> 18 licence benefiting the land</p> <p><input type="checkbox"/> 19 old system document</p> <p><input type="checkbox"/> 20 Crown purchase statement of account</p> <p><input type="checkbox"/> 21 building management statement</p> <p><input type="checkbox"/> 22 form of requisitions</p> <p><input type="checkbox"/> 23 <i>clearance certificate</i></p> <p><input type="checkbox"/> 24 land tax certificate</p> <p>Home Building Act 1989</p> <p><input type="checkbox"/> 25 insurance certificate</p> <p><input type="checkbox"/> 26 brochure and warning</p> <p><input type="checkbox"/> 27 evidence of alternative indemnity cover</p> <p>Swimming Pools Act 1992</p> <p><input type="checkbox"/> 28 certificate of compliance</p> <p><input type="checkbox"/> 29 evidence of registration</p> <p><input type="checkbox"/> 30 relevant occupation certificate</p> <p><input type="checkbox"/> 31 certificate of non-compliance</p> <p><input type="checkbox"/> 32 detailed reasons of non-compliance</p>	<p>Strata or community title (clause 23 of the contract)</p> <p><input type="checkbox"/> 33 property certificate for strata common property</p> <p><input type="checkbox"/> 34 plan creating strata common property</p> <p><input type="checkbox"/> 35 strata by-laws</p> <p><input type="checkbox"/> 36 strata development contract or statement</p> <p><input type="checkbox"/> 37 strata management statement</p> <p><input type="checkbox"/> 38 strata renewal proposal</p> <p><input type="checkbox"/> 39 strata renewal plan</p> <p><input type="checkbox"/> 40 leasehold strata – lease of lot and common property</p> <p><input type="checkbox"/> 41 property certificate for neighbourhood property</p> <p><input type="checkbox"/> 42 plan creating neighbourhood property</p> <p><input type="checkbox"/> 43 neighbourhood development contract</p> <p><input type="checkbox"/> 44 neighbourhood management statement</p> <p><input type="checkbox"/> 45 property certificate for precinct property</p> <p><input type="checkbox"/> 46 plan creating precinct property</p> <p><input type="checkbox"/> 47 precinct development contract</p> <p><input type="checkbox"/> 48 precinct management statement</p> <p><input type="checkbox"/> 49 property certificate for community property</p> <p><input type="checkbox"/> 50 plan creating community property</p> <p><input type="checkbox"/> 51 community development contract</p> <p><input type="checkbox"/> 52 community management statement</p> <p><input type="checkbox"/> 53 document disclosing a change of by-laws</p> <p><input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement</p> <p><input type="checkbox"/> 55 document disclosing a change in boundaries</p> <p><input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015</p> <p><input type="checkbox"/> 57 information certificate under Community Land Management Act 2021</p> <p><input type="checkbox"/> 58 disclosure statement – off the plan contract</p> <p><input type="checkbox"/> 59 other documents relevant to off the plan contract</p> <p>Other</p> <p><input type="checkbox"/> 60 Other: Not Applicable</p>
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HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, email address and telephone number

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

APA Group Australian Taxation Office Council County Council Department of Planning and Environment Department of Primary Industries Electricity and gas Land and Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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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. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

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

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

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

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

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> <i>solicitor</i> or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>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 <i>Swimming Pools Act 1992</i> or clause 22 of the <i>Swimming Pools Regulation 2018</i>).

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

2 Deposit and other payments before completion

2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.

2.2 Normally, the purchaser must pay the deposit on the making of this contract, and this time is essential.

2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.

2.4 The purchaser can pay any of the deposit by –

2.4.1 giving cash (up to \$2,000) to the *depositholder*;

2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or

2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.

2.5 The vendor can *terminate* if –

2.5.1 any of the deposit is not paid on time;

2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or

2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.

This right to *terminate* is lost as soon as the deposit is paid in full.

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

2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.

2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.

2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).

3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.

3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for *service* is essential.

3.4 The vendor must approve a replacement *deposit-bond* if –

3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and

3.4.2 it has an expiry date at least three months after its date of issue.

3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –

3.5.1 the purchaser *serves* a replacement *deposit-bond*; or

3.5.2 the deposit is paid in full under clause 2.

3.6 Clauses 3.3 and 3.4 can operate more than once.

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

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

5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

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

- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense, but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern,
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor *by* or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the 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-commercial 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 in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.
- 23 Strata or community title**
- **Definitions and modifications**
- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, *except* to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.1 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.
- 24 **Tenancies**
- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Manual transaction**
- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment*, the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.
- 31 Foreign Resident Capital Gains Withholding**
- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

32 Residential off the plan contract

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

STAGE 4 YAMBA QUAYS ESTATE YAMBA NSW 2464

ANNEXURE TO CONTRACT FOR SALE OF LAND

VENDOR: YAMBA QUAYS PTY LTD (ABN 18 629 899 716)

PURCHASER:

**PROPERTY: PROPOSED LOT BEING PART LOT 300 IN DP 1297032,
STAGE 4, YAMBA QUAYS ESTATE, YAMBA**

- 33) Should the purchaser to this Contract prior to completion, die or become mentally ill (as defined in the *Mental Health Act, 2007*), be declared Bankrupt or enter into any arrangement for the benefit of their creditors or alternatively, if being a Company, should an order be made or resolution effectively passed for its winding up or has a liquidator, receiver or voluntary administrator of it appointed, or entered into an arrangement or composition with its creditors, or is unable to pay its debts within the meaning of the Corporations Act 2001 prior to completion, then the vendor may by notice in writing terminate this Contract, in which event the provisions of Clause 19 hereof shall apply.
- 34) The Purchaser warrants that they were not introduced to the property by a real estate agent other than the agent shown as the "Vendor's Agent" on the front page of this Contract and should any other real estate agent make a successful claim for commission against the vendor in respect of this matter as a result of the actions of the purchaser, then the Purchaser shall indemnify the vendor in respect of such commission and in respect of all costs of and incidental to such claim for commission incurred by the vendor. It is acknowledged that this clause shall not merge on completion.
- 35) Subject to the vendor complying with the material terms of the Development Approval, no warranties, conditions or stipulations as to the quality, state of fitness or condition of the property is given by the Vendor; all conditions and terms affecting this sale are deemed to be incorporated herein and the Purchaser will make no requisition objection or claim for compensation with respect to any such matters.
- 36) The Purchaser buys the property in reliance solely on his own independent enquiries and inspections and does not rely upon any statement or warranty (except as may be contained in this Contract) given by the Vendor or any person on his behalf and takes the property with defects, if any, both latent and patent.
- 37) It is expressly agreed and declared that notwithstanding the provisions of Clause 14 hereof the Vendor shall not be liable to pay or bear either on completion hereof or thereafter at any time any sum for rates or interest thereon the payment of which has been postponed by Council pursuant to Section 591 of the Local Government Act as at the date of the completion of this agreement (hereinafter called "the postponed rates") and the Purchaser hereby agrees to indemnify and keep the Vendor indemnified against any claim made for payment of the said postponed rates if applicable.

- 38) If completion does not occur on or before the completion date, as a result of the breach or default of the Purchaser, the vendor who is ready, willing and able to complete on the completion date is entitled to recover from the Purchaser as liquidated damages, payable on completion:-
- (a) Interest on the balance purchase price at the rate of eight per cent (8%) per annum calculated at a daily rate from the completion date to the actual date of completion, to compensate the vendor for the delay, to be added to the balance payable on completion.
 - (b) The sum of two hundred & fifty dollars (\$250.00) to cover legal costs and other expenses incurred as a consequence of the delay, as a genuine pre-estimate of those additional expenses, to be allowed by the Purchaser as an additional adjustment on completion.
 - (c) If the Purchaser is a corporation then in consideration of the Vendor entering into this Contract with the Purchaser at the request of the directors of the Purchaser (jointly and severally) (hereinafter called "the Guarantors") and pursuant to the Guarantors agreement to be bound by the terms of this agreement including the provision of this clause the guarantors hereby covenant and agree with the Vendor to be jointly and severally liable with the Purchaser and with each other to the Vendor for the due and punctual payment of all monies due by the Purchaser to the Vendor pursuant to this Contract and the due and punctual observance and performance by the Purchaser of all covenants and conditions contained in and implied by this Contract. This Guarantee is a continuing Guarantee, any rules of law or equity to the contrary notwithstanding and shall remain in full force and effect until all the monies due by the Purchaser have been paid and all the Purchaser's covenants have been observed and performed.

39) Variations to plan

39.1 The Purchaser acknowledges that:

- i. the proposed Deposited Plan; and
- ii. the proposed section 88B instrument

are draft documents only.

39.2 The Vendor may after the date of this Contract make such alterations to those documents as are required to comply with all legislative requirements and the regulations of the Clarence Valley Council or Development Approval conditions and the Land and Property Information NSW.

39.3 Notwithstanding anything herein contained, the Purchaser shall not be entitled to make any objection, requisition or claim for compensation by reason of:

- a. Any minor variation (ie any variation less than 5%) as regards the subject lot between the copy unregistered Plan attached hereto and the Plan of Subdivision as registered by Land Registry Services; provided such variation does not affect the

permissible building envelope.

- b. Any alteration in the numbering of the Lot.
- c. Any necessary amendment to terms of proposed easements in draft section 88B instrument, provided any such amendment does not materially adversely affect the Lot.

[NOTE: The easement widths are estimates only and the exact dimensions will not be finalised until after construction is completed.]

39.4 The vendor will notify the Purchaser as soon as practicable after making any amendment to the proposed Deposited Plan and proposed section 88B instrument or either of them.

40) Delete Clause 28 of the standard printed conditions.

41). **Unregistered plan**

(a) This Clause applies only if some of the land is described as a lot in an unregistered plan.

(b) The vendor must do everything reasonable to have the plan registered within 12 months (the sunset date) after the date of contract with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*. PROVIDED HOWEVER,

(i) The Vendor may (at any time and as often as necessary) extend the date specified in clause 41(b) by giving the Purchaser a certificate from the Vendor's project manager, surveyor, architect or builder stating that the construction of the land was delayed because of:

(ii) damage by fire, explosion, war, civic commotion or act of God; or

(iii) disputes with neighbours; or

(iv) delay by an Authority in giving any necessary approval; or

(v) weather conditions that prevent work under normal construction practices; or

(vi) industrial dispute; or

(vii) a combination of these or any other causes beyond the Vendor's reasonable control

In that event the date in clause 41(b) is extended by the period of the delay stated in the certificates, provided that the extensions of time granted pursuant to this clause 41(b) shall not exceed, in total, twelve (12) months.

(c) If the plan is not registered within 12 months or such later date determined in accordance with this clause, and in that manner –

(i) The purchaser can *rescind*; and

(ii) The vendor can *rescind* but only if the vendor has complied with clause 41 (b).

- (d) Either party can serve notice of the registration of the plan and every relevant lot and plan number
- (e) The date for completion becomes 21 days after *service* of the notice.

42) **Novation**

- a) The Purchaser agrees that if the Vendor assigns or transfers ownership of the land, the subject of this contract, to another entity (including but not limited to a different trustee, custodian, responsible entity or beneficiary) prior to Completion of this Contract the Vendor shall be entitled to assign its right title and interest in this Contract to such entity and the Purchaser shall be obliged to perform this Contract for the benefit of that entity.

43) **Assignment and On-selling**

- a) The Purchaser may not assign its benefit under this contract to a person without first obtaining the Vendor's prior written consent to do so. The Vendor may withhold this consent in its absolute discretion or grant consent subject to any conditions it determines, including requiring a deed from the assignee binding the assignee to comply with the Purchaser's obligations under this contract.
- b) If, prior to completion of this contract, the Purchaser enters into a contract to sell the subject land (on-sale contract) the Purchaser must obtain from the new Purchaser under the On-sale contract a deed binding that purchaser to comply with the obligations under this contract. The deed must be prepared by the Vendor's Solicitor at the Purchaser's cost
- c) The provisions of Clause 43 are essential.

- 44) For the purposes of Clause 14 of this contract, the parties agree that in the event of a separate assessment of rates, taxes and other outgoings (other than Land Tax) in respect of the property not being available at the date of completion, then the amount of rates, taxes and outgoings attributable to the property for the current year shall be adjusted on a paid basis at the rate of \$2,500.00 annually per lot.



**LAND
REGISTRY
SERVICES**



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 300/1297032

SEARCH DATE	TIME	EDITION NO	DATE
6/10/2023	9:21 AM	1	24/8/2023

LAND

LOT 300 IN DEPOSITED PLAN 1297032
AT YAMBA
LOCAL GOVERNMENT AREA CLARENCE VALLEY
PARISH OF YAMBA COUNTY OF CLARENCE
TITLE DIAGRAM DP1297032

FIRST SCHEDULE

YAMBA QUAYS PTY LTD

SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 AR794179 MORTGAGE TO BANK OF QUEENSLAND LIMITED
- 3 DP1297032 EASEMENT FOR DRAINAGE OF SEWAGE VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 DP1297032 EASEMENT FOR SEWAGE PUMPING STATION VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 DP1297032 RIGHT OF CARRIAGEWAY VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

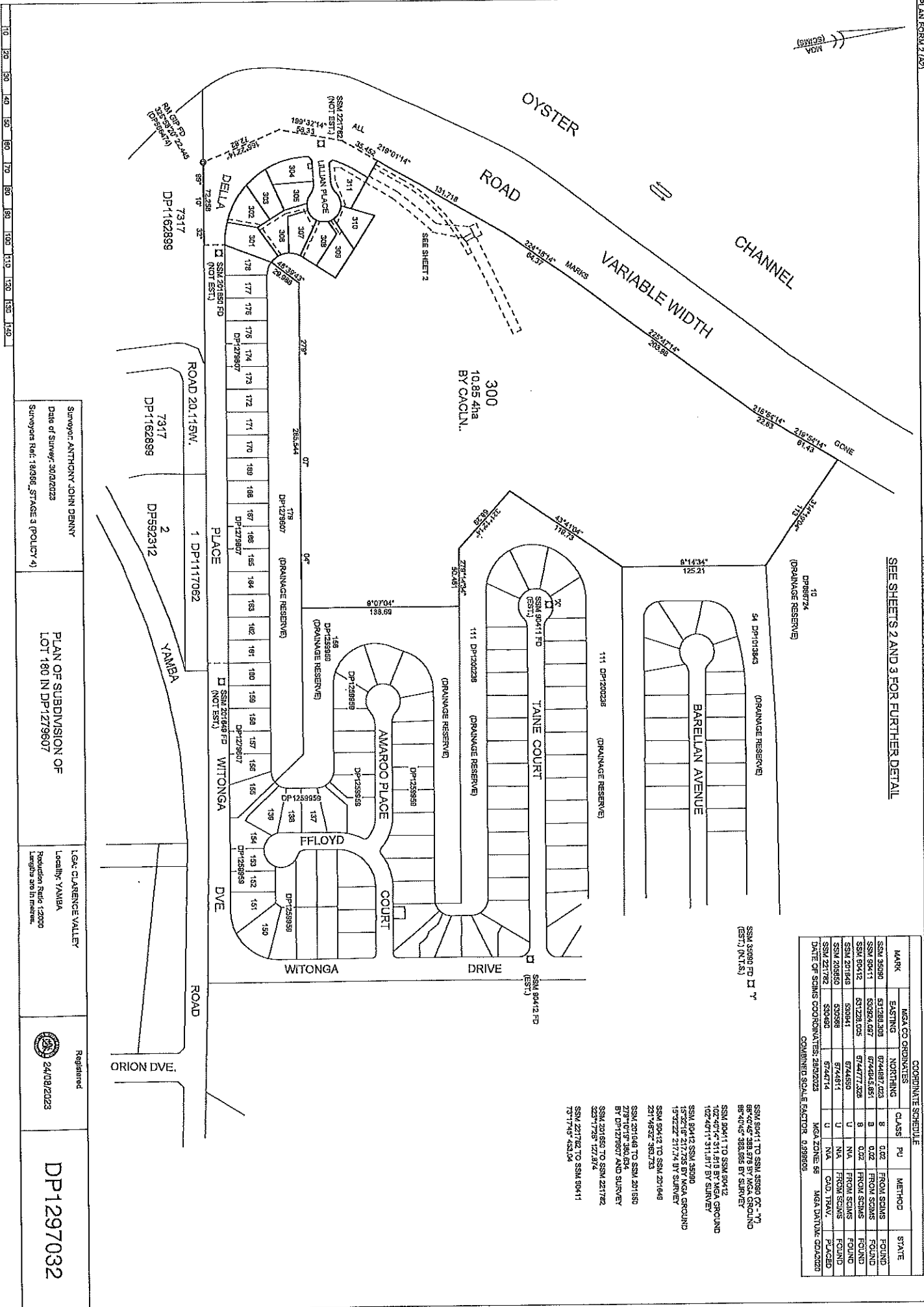
NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

op09400003

PRINTED ON 6/10/2023



SEE SHEETS 2 AND 3 FOR FURTHER DETAIL

MARK	COORDINATE SCHEDULE				METHOD	STATE
	NSW CO ORDINATES	NORTHING	EASTING	CLASS		
SSM 30690	517281.209	874487.023	B	0.02	FROM SCAMS	FOUND
SSM 80411	503824.057	874484.851	B	0.02	FROM SCAMS	FOUND
SSM 80412	503728.025	874477.328	B	0.02	FROM SCAMS	FOUND
SSM 201648	530941	874480	U	N/A	FROM SCAMS	FOUND
SSM 203860	530936	874481	U	N/A	FROM SCAMS	FOUND
SSM 221782	530400	874474	U	N/A	QAD TRAV.	PLACED

DATE OF SCAMS COORDINATES: 28/02/2022
 MGA ZONE: 56
 MGA DATUM: GDA2020
 GOVERNMENT SCALE FACTOR: 0.999803

Surveyor: ANTHONY JOHN DENNY
 Date of Survey: 30/09/2023
 Survey Ref: 80966_STAGE 3 (POLICY 4)

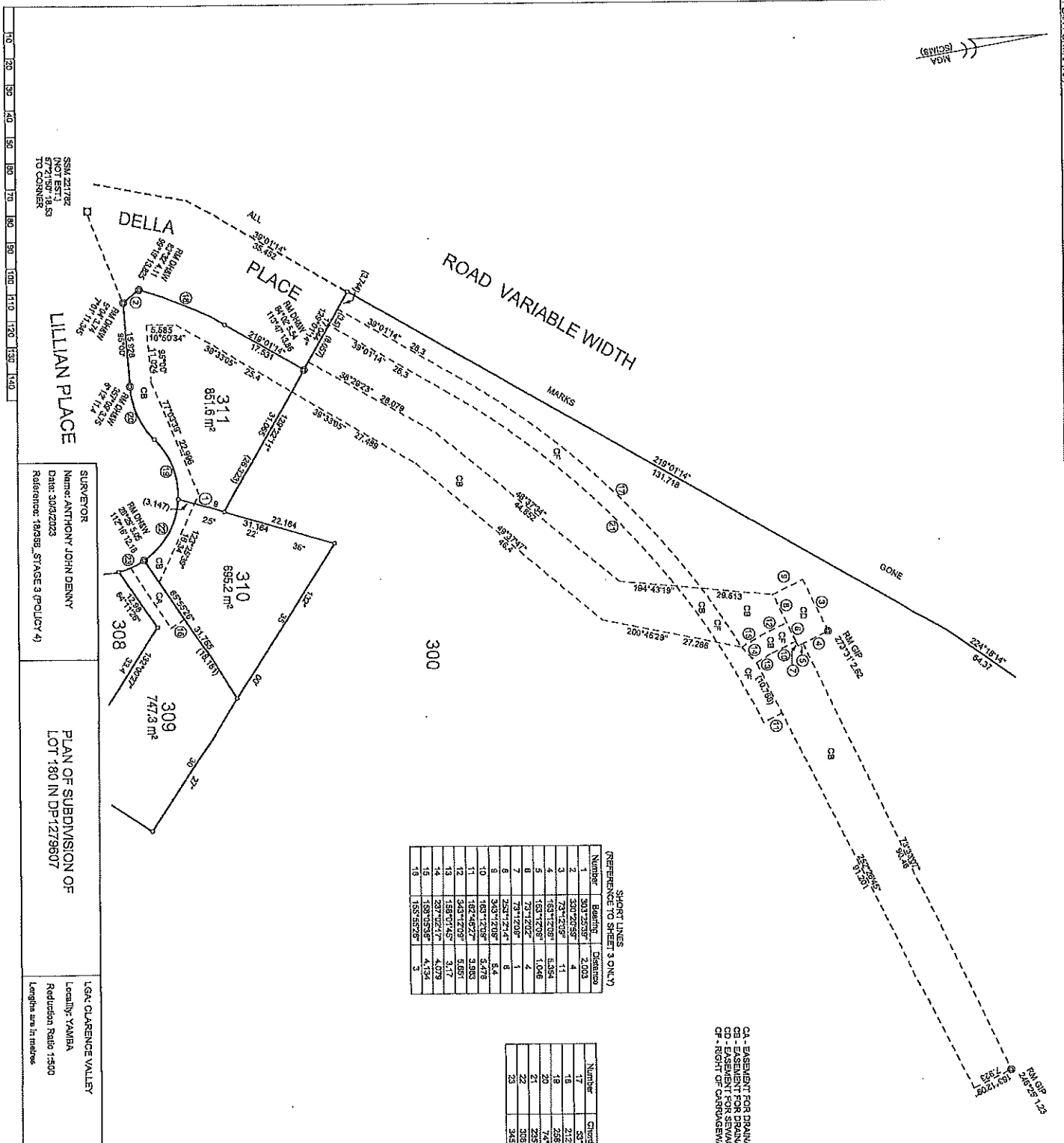
PLAN OF SUBDIVISION OF
 LOT 180 IN DP1279607

LGA: CLARENCE VALLEY
 Locality: YAMBA
 Production Date: 23/09/2023
 Length of Plan: 1:1000



DP1297032

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



SHORT LINES
 REFERENCE TO SHEET 3 ONLY

Number	Bearing	Distance
1	303°25'59"	2.003
2	330°20'59"	4
3	73°12'09"	11
4	153°12'09"	5,254
5	153°12'09"	1,008
6	73°12'09"	4
7	73°12'09"	8
8	303°25'59"	8.4
9	153°12'09"	5,478
10	153°12'09"	3,988
11	153°12'09"	3,988
12	543°12'09"	5,661
13	158°07'45"	3.17
14	237°02'11"	4.079
15	158°05'38"	4.134
16	153°52'29"	3

CURVED BOUNDARIES
 REFERENCE TO SHEET 3 ONLY

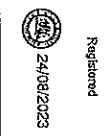
Number	Start Bearing	Start Distance	Arc Length	Radius
17	331°09'43"	74,967	757.73	1,514,222
18	212°15'32"	17,472	17,513	74.2
19	258°17'03"	14,197	12,581	15
20	74°38'48"	11.13	11,467	16
21	253°53'50"	97,054	68,387	150
22	308°28'23"	13,229	13.7	15
23	341°02'48"	5,482	5,482	15

CA - EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE (NO.1)
 CB - EASEMENT FOR DRAINAGE OF SEWAGE VARIABLE WIDTH
 CD - EASEMENT FOR SEWAGE PUMPING STATION VARIABLE WIDTH
 CF - RIGHT OF CARRIAGE/VA VARIABLE WIDTH


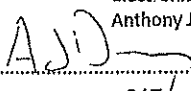
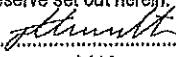
SURVEYOR
 Name: ANTHONY JOHN DENNY
 Date: 30/02/2023
 Reference: 18298, STAGE 3 (POLICY 4)

PLAN OF SUBDIVISION OF
 LOT 180 IN DP1279607

LGA: CLARENCE VALLEY
 Locality: YAMBA
 Reduction Ratio: 1:500
 Lengths are in metres



DP1297032


PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 3 sheet(s)
Registered:  24/08/2023 Title System: TORRENS	Office Use Only <h1>DP1297032</h1>	
PLAN OF SUBDIVISION OF LOT 180 IN DP1279607	LGA: CLARENCE VALLEY Locality: YAMBA Parish: YAMBA County: CLARENCE	
<p style="text-align: center;">Survey Certificate</p> I, <u>ANTHONY JOHN DENNY</u> of <u>NEWTON DENNY CHAPELLE</u> a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(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 of *(b) The part of the land shown in the plan (*being/*excluding** <u>LOTS 301 - 311, EASEMENTS AND CONNECTIONS</u>) 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 <u>30/3/2023</u> the part not surveyed was compiled in accordance with that Regulation, or *(c) The land shown in this plan was compiled in accordance with the of the <i>Surveying and Spatial Information Regulation 2017</i> . Datum Line: <u>'X' - 'Y'</u> Type: Urban The terrain is *Level-Undulating / *Steep-Mountainous. <p style="text-align: right;">Electronic signature affixed by Anthony John Denny on 30/3/2023</p> Signature: <u></u> Dated: Surveyor Identification No: <u>9170</u> 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: DP1279607 If space is insufficient continue on PLAN FORM 6A	<p style="text-align: center;">Subdivision Certificate</p> I, <u>James Hamilton</u> *Authorised Person/*General Manager/*Registered Certifier, certify that the provisions of s.6.15 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: <u></u> Accreditation number: <u>N/A</u> Consent Authority: <u>Clarence Valley Council</u> Date of endorsement: <u>20 July 2023</u> Subdivision Certificate number: <u>SubCt2023/0034</u> File number: <u>DA1973/92</u> *Strike through if inapplicable.	
Surveyor's Reference: 18/336_STAGE 3	Statements of Intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. IT IS INTENDED TO DEDICATED LILLIAN PLACE AND THE EXTENSION OF DELLA PLACE TO THE PUBLIC AS PUBLIC ROAD Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	

PLAN FORM 6A (2017)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Registered:  24/08/2023 Office Use Only

Office Use Only
DP1297032

PLAN OF SUBDIVISION OF LOT 180 IN
 DP1279607

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: SubCt2023/0034
 Date of Endorsement: 20 July 2023

LOT	SUB ADDRESS	ADDRESS	ROAD NAME	ROAD TYPE	LOCALITY
300		NA			
301		40	DELLA	PLACE	YAMBA
302		42	DELLA	PLACE	YAMBA
303		44	DELLA	PLACE	YAMBA
304		46	DELLA	PLACE	YAMBA
305		4	LILLIAN	PLACE	YAMBA
306		6	LILLIAN	PLACE	YAMBA
307		8	LILLIAN	PLACE	YAMBA
308		7	LILLIAN	PLACE	YAMBA
309		5	LILLIAN	PLACE	YAMBA
310		3	LILLIAN	PLACE	YAMBA
311		1	LILLIAN	PLACE	YAMBA

NA DENOTES STREET NUMBER NOT AVAILABLE AT DATE OF SURVEY

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

1. EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE (CA)
2. EASEMENT FOR DRAINAGE OF SEWAGE VARIABLE WIDTH (CB)
3. EASEMENT FOR DRAINAGE OF SEWAGE 4.4 WIDE (CC)
4. EASEMENT FOR SEWAGE PUMPING STATION VARIABLE WIDTH (CD)
5. EASEMENT FOR DRAINAGE OF WATER 3 WIDE (CE)
6. RIGHT OF CARRIAGEWAY VARIABLE WIDTH (CF)
7. RESTRICTION ON THE USE OF LAND
8. POSITIVE COVENANT

IT IS INTENDED TO RELEASE:

1. EASEMENT FOR UNDERGROUND POWERLINES 2 WIDE (BF)(DP1279607)
2. EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION 4.2 WIDE (BG)(DP1279607)

If space is insufficient use additional annexure sheet


Surveyor's Reference: 18/336_STAGE 3A

PLAN FORM 6A (2017)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

Registered:  24/08/2023	Office Use Only	Office Use Only
PLAN OF SUBDIVISION OF LOT 180 IN DP1279607	DP1297032	
Subdivision Certificate number: SubCt2023/0034	<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">• 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.	
Date of Endorsement: 20 July 2023		

Bank of Queensland ACN 009 656 740 by its duly constituted attorney under Power of Attorney Book: 4785 No: 877 who certifies that he has no notice of revocation of the power.

Attorney 

Name

Warren Rodney Bobbermien
Senior Property Finance Manager

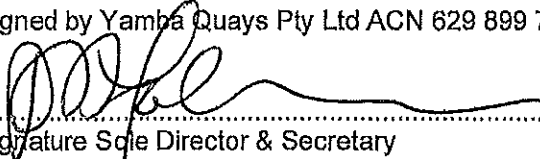
Witness 

Name LAWRENCE JOHN HUDSON

Address 100 SKYRING TCE

NEW STAFF RD 4006

Signed by Yamba Quays Pty Ltd ACN 629 899 716 by:


Signature Sole Director & Secretary

PETER NICHOLAS FAHEY

Name Sole Director & Secretary

If space is insufficient use additional annexure sheet

Surveyor's Reference: 18/336_STAGE 3A

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: **DP1297032** Plan of Subdivision of Lot 180 DP 1279607 covered by
 Subdivision Certificate No. SubCt2023/0034
 Full name and address of the owner of the land **Yamba Quays Pty Ltd ABN 18 629 899 716**
C/-PO Box 1478, Ballina NSW 2478

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
1i	Easement for drainage of sewage 3 wide (CA)	Lot 309	Clarence Valley Council
2	Easement for drainage of sewage variable width (CB)	Lots 300, 306, 307, 310, 311	Clarence Valley Council
3	Easement for drainage of sewage 4.4 wide (CC)	Lot 304	Clarence Valley Council
4	Easement for sewage pumping station variable width (CD)	Lot 300	Clarence Valley Council
5	Easement for drainage of water 3 wide (CE)	Lots 302, 306, 308	Clarence Valley Council
6	Right of Carriageway variable width (CF)	Lot 300	Clarence Valley Council
7	Restriction on the use of land	All lots except Lot 300	Clarence Valley Council
8	Positive Covenant	301, 306, 307, 308 and 309	Clarence Valley Council

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 2 of 9 sheets)

Plan: **DP1297032** Plan of Subdivision of Lot 180 DP 1279607 covered by Subdivision Certificate No. SubCt2023/0034
 Full name and address of the owner of the land: Yamba Quays Pty Ltd ABN 18 629 898 716
 C/-PO Box 1478, Ballina NSW 2478

PART 1A (RELEASE)

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 for underground powerlines 2 wide (BF)(DP1279607	Lot 180 in DP 1279607	Essential Energy ABN 37 428 185 226
2.	Easement for multi-purpose Electrical Installation 4.2 wide (BG) DP 1279607	Lot 180 in DP 1279607	Essential Energy ABN 37 428 185 226

Part 2 (TERMS)

1. Terms of Easement fourthly referred to in the above mentioned Plan.

Full and free right for the body in whose favour this easement is created and every person authorised by it from time to time and at all times to erect a sewage pumping station upon the lot hereby burdened together with the right to use for the purposes of the easement the said sewage pumping station erected within the lot hereby burdened for the purpose of pumping sewage through pipes across the lot hereby burdened and to replace and repair and maintain such sewage pumping station and any pipes within the lot hereby burdened and together with the right for the body in whose favour this easement is created and every person authorised by it with any tools implements machinery or vehicles necessary for the purpose to enter upon the lot hereby burdened and to remain there for any reasonable time for the purpose of erecting maintaining inspecting cleansing, repairing or renewing the pumping station and any electricity or water or sewerage lines or other part of the pumping station or ancillary part thereof and for any of the aforesaid purposes to open the soil of the lot hereby burdened to such extent as may be necessary provided that the body in whose favour this easement is created and that persons authorised by it will take all reasonable precautions to ensure as little disturbance as possible to the surface of the lot hereby burdened and will restore that surface as nearly as practicable to its original condition AND to provide the said pumping station with water and electricity lines over the site of the easement AND with the right of the body whose favour this easement is created to fence off the lot hereby burdened by such fences as the said body shall see fit.

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 3 of 9 sheets)

Plan: **DP1297032** Plan of Subdivision of Lot 180 DP 1279607 covered by
Subdivision Certificate No. SubC12023/0034
Full name and address of the owner of the land **Yamba Quays Pty Ltd ABN 18 629 899 716**
CI-PO Box 1478, Ballina NSW 2478

2. Terms of Restrictions on the Use of Land severally referred to in the above mentioned Plan.

- (a) **General**
- (i) No dwelling house erected on the subject land or any part of it shall have a floor space of less than 150 square metres (excluding carports and outbuildings).
 - (ii) No separate garage, outbuildings or similar structure shall be erected upon the subject land unless the building or structure is of a similar or compatible design and of similar materials and colour as the principal building erected upon the subject land.
 - (iii) No building shall consist of a kit dwelling or a dwelling incorporating pole construction.
 - (iv) No temporary dwelling, caravan, privy, tent or substandard dwelling shall be placed or built on the subject land, nor shall the registered proprietor live in any portion of the dwelling house prior to its completion and approval by the Local Authority. No temporary dwelling or other improvements previously erected and moved from other land outside the Yamba Quays site shall be brought onto or kept on the subject land
 - (v) Building works must be completed within 8 months of their commencement; incomplete building works must not be left longer than 2 months without substantial work being carried out on them.
 - (vi) The registered proprietor, during any construction work, must take steps to ensure that no soil, building materials or gravel is washed onto the footpath, the kerb and channel, roadway and waterway.
 - (vii) No part of the subject land shall be used for any industrial or manufacturing purposes, offensive or noisy trade or activity.
 - (viii) No animals, livestock or poultry of any kind shall be raised, bred or kept upon the land or any part of it except dogs, cats or other household pets may be kept provided these are not kept, bred or maintained for any commercial purpose.

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 4 of 9 sheets)

Plan: **DP1297032** Plan of Subdivision of Lot 180 DP 1279607 covered by
Subdivision Certificate No. SubCi2023/0034
Full name and address of the owner of the land
Yamba Quays Pty Ltd ABN 18 629 899 716
C/-PO Box 1478, Ballina NSW 2478

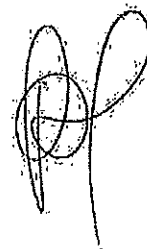
Building Materials, Design & Construction

- (b) (i) The registered proprietor shall ensure all work carried out on the land will have Local Authority approval prior to commencement of construction and all work or improvements are completed in a professional manner and in accordance with best trade practices. External walls of all dwellings, garages and other improvements shall be constructed of clay brick, rendered masonry with textured or painted finish, painted timber, painted fibre cement sheeting or materials approved in writing by the Developer. External paint colours should blend in with the natural environment.
- (ii) The dwelling house to be erected will be of architectural design and orientated to utilise the local climate.
- (iii) Roofs to be laid with quality ceramic roof tiles, colour bond or non-reflective material.
- (iv) The underside of high set homes are to incorporate undercroft skirting or screening (e.g. timber battens) to the full height of any undercroft area above ground level at the perimeter of the building.
- (v) No secondhand or sub-standard materials are to be used in the erection of any improvements.
- (vi) No damage shall be done to the turf, landscaping or driveway of any other Lot adjoining or not during construction of any dwelling or other structure on any Lot. No access to or from the rear of any Lot shall be taken during such construction.

(c) Driveways, Landscaping and Fencing

During the time of the dwelling house construction the registered proprietor shall:

- (i) Construct a good quality paved, concrete aggregate or coloured concrete vehicular driveway connecting the garages to the street;



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 5 of 9 sheets)

Plan: **DP1297032** Plan of Subdivision of Lot 179 DP 1279607 covered by
Subdivision Certificate No. SubCt2023/0034
Full name and address of the owner of the land **Yamba Quays Pty Ltd ABN 18 629 899 716**
C/-PO Box 1478, Ballina NSW 2478

- (ii) Attractively landscape all areas within public view including turling the land and the footpath area adjoining the land;
 - (iii) Remove all surplus soil and building materials from the site, construct any necessary drains and retaining walls and maintain the whole area of the lot and adjoining footpath in a neat and tidy condition;
 - (iv) Ensure fencing is in keeping with the architectural design of the dwelling, with no side boundary fencing to be constructed forward of the building alignment (except for pool fencing). Fences are not to be constructed of corrugated iron, colour bond steel mesh, unrendered and unpainted concrete blocks or zincalume.
- (d) **Signs**
- (i) The registered proprietor shall not erect any advertising signs on the land other than a sign advertising the land purchased or a builder's sign during the period of construction.
- (e) **Parking of Vehicles**
- (i) To avoid detracting from the visual amenity of the neighbourhood trailers, caravans, recreation or commercial vehicles shall be parked to the rear of the dwelling.
- (f) **Excavation**
- (i) The registered proprietor must obtain permission from the Local Authority for excavation and fill which alters the surface, level or shape of the land prior to commencing any earthworks.
- (g) **Care and Maintenance**
- (i) The registered proprietor must keep the subject land and adjoining footpaths in a clean and tidy state and ensure that no rubbish accumulates on the land or that the grass is allowed to become excessively long and unsightly.
 - (ii) The registered proprietor shall not cause or permit any damage to the road, footpath, channel and kerbing, verge and landscaping works, land adjoining the subject land including the adjoining land's right of support and any other land in the Residential Development in which the land is situated.



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 6 of 9 sheets)

Plan: **DP1297032** Plan of Subdivision of Lot 180 DP 1279607 covered by
Subdivision Certificate No. SubC12023/0034
Full name and address of the owner of the land **Yamba Quays Pty Ltd ABN 18 629 899 716**
C/-PO Box 1478, Ballina NSW 2478

- (iii) All grass and other vegetation shall be regularly mown and maintained and the land shall be kept free of all rubbish, refuse or garbage and garbage or other waste shall not be kept on it except in sanitary containers.
- (iv) All drainage systems in any revetment wall on or adjacent to any lot shall be kept clean and free of all obstructions or rubbish at all times. No building, boat ramp, pontoon or any other structure whatsoever shall be erected or constructed in such manners as may obstruct the functioning of such drainage system
- (h) Developer's Landscaping Work**
- (i) The registered proprietor agrees to not object, impede or interfere with any landscaping or other works carried out in or on the footpath or other public places.
- (f) Alterations to the Covenant**
- (i) The Developer shall have the right to make changes to any covenant herein by which any registered proprietor or Successor in title may be bound. In the event of any changes or variations of any covenants, the registered proprietor of any lot burdened will have no claim against the Developer as a result of any changes or variation of any covenants.
- (j) Boundary Fencing**
- (i) No fence shall be erected on any lot hereby burdened to divide the same from any adjoining land or lot while such land or lot is owned by Yamba Quays Pty Ltd or their successors or assigns other than purchasers on sale without the consent of Yamba Quays Pty Ltd or their successors or assigns but such consent shall not be withheld and is deemed to be given for any such fence erected without expense to Yamba Quays Pty Ltd.
- (k) Default and Breach**
- (i) The registered proprietor grants to the Developer the right to remedy any breaches of these covenants and authorises the Developer to enter onto the land purchased to remove any structure, article or vegetation contravening these covenants or to perform any other works necessary to comply with the covenants.
- (ii) The registered proprietor agrees to pay the cost of any works so carried out by the Developer, including any costs for storage, disposal or removal of material within



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 7 of 9 sheets)

Plan: **DP1297032** Plan of Subdivision of Lot 180 DP 1279607 covered by
Subdivision Certificate No. SubC12023/0034
Full name and address of the owner of the land Yamba Quays Pty Ltd ABN 18 629 899
716
CI-PO Box 1478, Ballina NSW 2478

fourteen (14) days of the date the Developer sends the registered proprietor a demand for payment in writing.

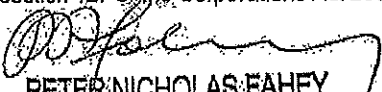
^{AJD}
3. ~~Terms of Restrictions on the Use of Land~~ ^{Positive Covenant} eighthly referred to in the above mentioned Plan.

The owner of Lots affected are required to maintain the revetment wall to the satisfaction of Clarence Valley Council

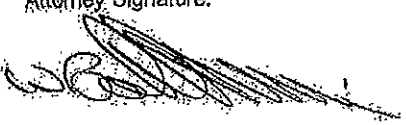
Name of person empowered to release, vary or modify Restriction or positive covenant fourthly referred to in the above mentioned plan:

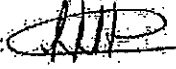
Yamba Quays Pty Ltd whilst it remains the registered proprietor of any lot in the subdivision and after that Clarence Valley Council.

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: Yamba Quays Pty Ltd
Authority: section 127 of the Corporations Act 2001
Signature of authorised person: 
Name of authorised person: **PETER NICHOLAS FAHEY**
Office held: Sole Director/Secretary

Bank of Queensland ACN 009 856 740 by its duly constituted Attorney under Power of Attorney Book 4785 No: 877 who certifies that he has no notice of revocation of the power. Consents to this dealing.

Attorney Name: Warren Rodney Bobbermian
Senior Property Finance Manager
Attorney Signature: 

Witness:  C.D. 83243
Name: Lawrence John Wood
Address: 100 SKYRING TERR
NEWSTEAD QLD 4106

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 8 of 9 sheets)

Plan: **DP1297032** Plan of Subdivision of Lot 180 DP 1279607 covered by
Subdivision Certificate No. SubCt2023/0034

Full name and address of the owner of
the land

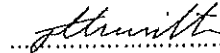
Yamba Quays Pty Ltd ABN 18 629 899
716

C/-PO Box 1478, Ballina NSW 2478

Clarence Valley Council by its authorised delegate
Pursuant to Section 377 of the Local Government
Act 1993


James Hamilton

.....
Name of Authorised Officer



.....
Signature of Authorised Officer

I certify that I am an eligible witness and
that the delegate signed in my presence



.....
Signature of Witness

Kelsey Wilkes

.....
Name of Witness

50 River Street Maclean


.....
Address

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 9 of 9 sheets)


Plan: **DP1297032** Plan of Subdivision of Lot 180 DP 1279607 covered by
Subdivision Certificate No. SubC12023/0034
Full name and address of the owner of the land **Yamba Quays Pty Ltd ABN 18 629 899 716**
C/-PO Box 1478, Ballina NSW 2478

Executed by ESSENTIAL ENERGY
ABN 37 428 185 226 by its duly Appointed
Attorney Power of Attorney Book 4795
No 694 in the presence of:


.....
Signature of witness.

MELINDA WHITE
.....
Full Name of Witness

8 BULLER ST, PORT MACQUARIE
.....
Address


.....
Signature of Attorney

MELISSA RICE HEAD OF LEGAL
.....
Name and Title of Attorney

REGISTERED:



24/08/2023

Disclosure Statement – Off the Plan Contracts

This is the approved form for the purposes of s66ZM of the Conveyancing Act 1919.

VENDOR	YAMBA QUAYS PTY LTD ABN 18 629 899 716)
PROPERTY	PROPOSED LOT : BEING PART LOT 300 IN DP 1297032, YAMBA QUAYS ESTATE, YAMBA

TITLE STRUCTURE	
Will the lot be a lot in a strata scheme?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Will the lot also be subject to a Strata Management Statement or Building Management Statement?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Will the lot form part of a community, precinct or neighbourhood scheme?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If Yes, please specify scheme type: Choose an item.

DETAILS					
Completion	See Special Condition 41	Refer to clause(s):	Special Condition 41		
Is there a sunset date?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Can this date be extended?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Refer to clause(s):	Special Condition 40(b)
Does the purchaser pay anything more if they do not complete on time?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:	See Special Condition 38		
Has development approval been obtained?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Development Approval No:	CC2022/0720		
Has a principal certifying authority been appointed?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details:	Clarence Valley Council		
Can the vendor cancel the contract if an event preventing or enabling the development does or does not occur?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:	Special Condition 41		

ATTACHMENTS (s66ZM(2) of the Conveyancing Act 1919)	
The following prescribed documents are included in this disclosure statement (<i>select all that apply</i>).	
<input checked="" type="checkbox"/> draft plan <input checked="" type="checkbox"/> s88B instrument proposed to be lodged with draft plan <input type="checkbox"/> proposed schedule of finishes <input type="checkbox"/> draft strata by-laws <input type="checkbox"/> draft strata development contract	<input type="checkbox"/> draft community/precinct/neighbourhood/management statement <input type="checkbox"/> draft community/precinct/neighbourhood/development contract <input type="checkbox"/> draft strata management statement <input type="checkbox"/> draft building management statement

PROPOSED PLAN OF
SUBDIVISION

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

COORDINATE SCHEDULE

MARK	MGA CO ORDINATES	CLASS	FU	METHOD	STATE
SSM 35000	EASTING: 537286.309 NORTHING: 6744877.023	B	0.02	FROM SCIMS	FOUND
SSM 90411	EASTING: 530824.087 NORTHING: 6744777.328	B	0.02	FROM SCIMS	FOUND
SSM 80412	EASTING: 531228.005 NORTHING: 6744550	B	0.02	FROM SCIMS	FOUND
SSM 201648	EASTING: 531394.1 NORTHING: 6744611	U	N/A	FROM SCIMS	FOUND
SSM 205850	EASTING: 531595 NORTHING: 6744714	U	N/A	FROM SCIMS	FOUND
SSM 221702	EASTING: 532480 NORTHING: 6744714	U	N/A	CAD. TRAV.	FOUND

DATE OF SCIMS COORDINATES: 20/02/2023 MGA ZONE 50 MGA DATUM: GDA2020
COMBINED SCALE FACTOR: 0.999605

SSM 90411 TO SSM 35000 (X - Y)
80°40'45" 388.978 BY MGA GROUND
80°43'45" 388.895 BY SURVEY

SSM 90411 TO SSM 80412
102°40'45" 311.618 BY MGA GROUND
102°48'11" 311.617 BY SURVEY

SSM 80412 TO SSM 50000
19°32'15" 217.735 BY MGA GROUND
19°32'22" 217.74 BY SURVEY

SSM 80412 TO SSM 201048
231°46'52" 303.733

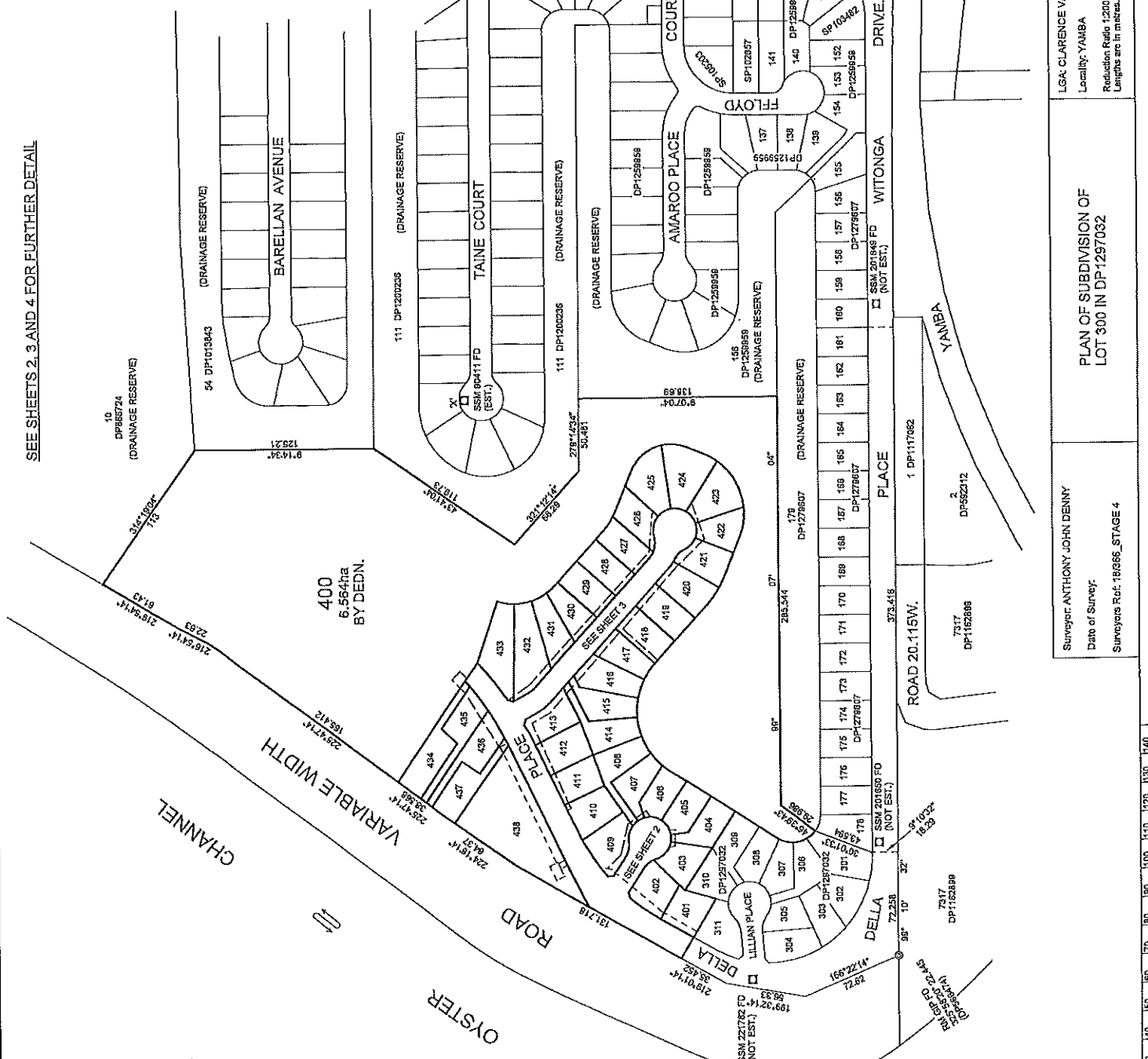
SSM 80412 TO SSM 201650
278°10'18" 383.834

SSM 201650 TO SSM 221702
BY DP1278607 AND SURVEY

SSM 201650 TO SSM 221702
323°17'25" 427.574

SSM 221702 TO SSM 90411
73°17'45" 453.04

Note:
This draft disclosure has been prepared from desktop data.
All dimensions, areas, easements are subject to the
completion of site works. The surveyor does not accept any
responsibility for the accuracy of the data as it is not an executed survey
and is not a substitute for a professional survey certificate by Clarence Valley Council.



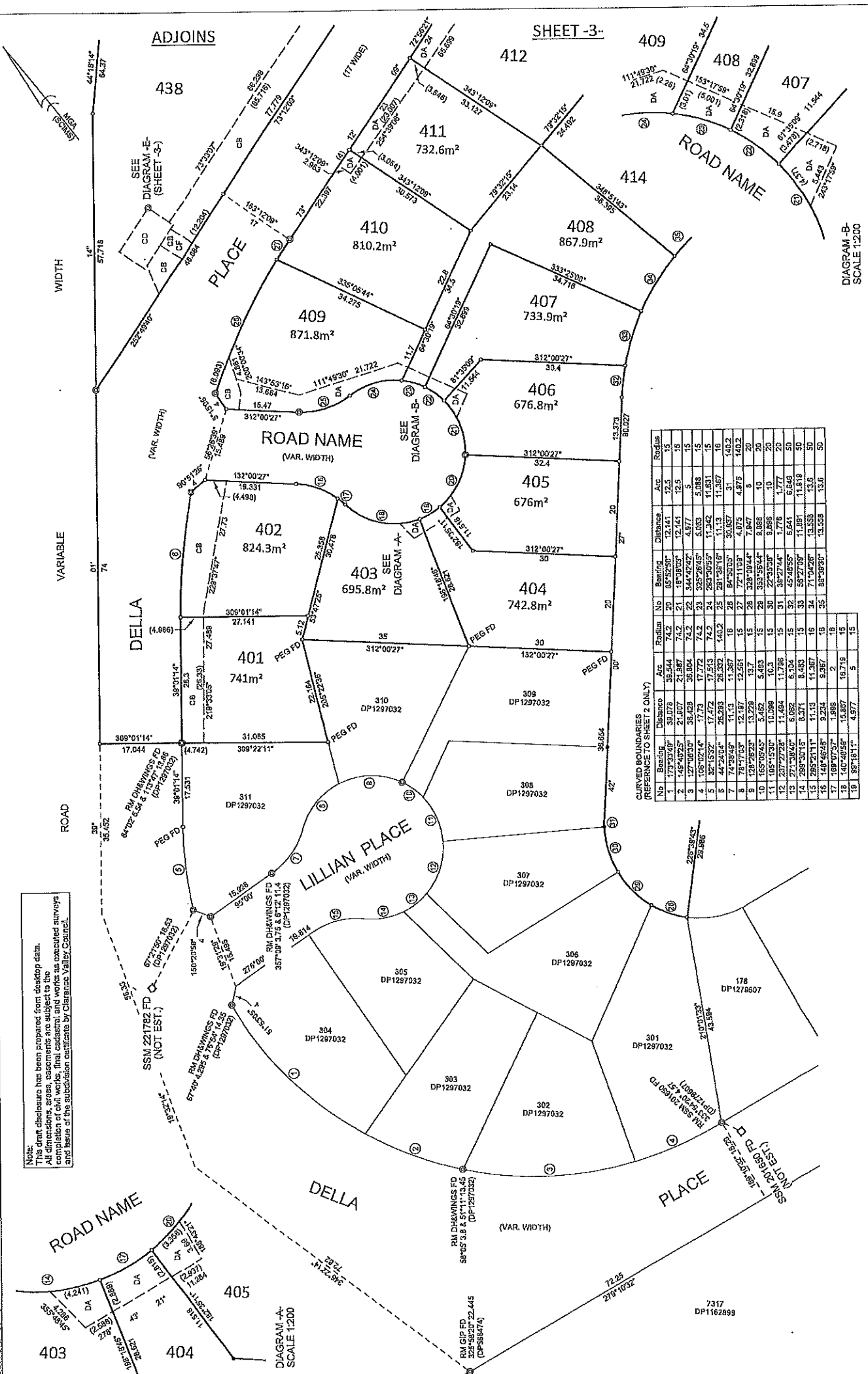
PLAN OF SUBDIVISION OF LOT 300 IN DP1297032

Surveyor: ANTHONY JOHN DENNY
Date of Survey:
Surveyors Ref: 180866_STAGE 4

LGA: CLARENCE VALLEY
Locality: YAMBA
Reduction Ratio 1:2000
Lengths are in metres.

Registered

DRAFT



Note:
This draft discharge has been prepared from desktop data.
All dimensions, areas, bearings and distances are subject to the
accuracy of the original field notes and works as calculated surveys
and base of the subdivision certificate by Clarence Valley Council.

CURVED BOUNDARIES (REFERENCE TO SHEET 2 ONLY)

No	Bearing	Distance	Area	Radius	No	Bearing	Distance	Area	Radius
1	171°13'00"	38.078	18.544	74.2	20	05°52'30"	12.141	12.5	15
2	145°42'25"	21.817	21.867	74.2	21	15°08'00"	12.141	12.5	15
3	127°09'30"	35.428	35.804	74.2	22	344°42'42"	4.877	5	15
4	105°02'44"	17.723	17.772	74.2	23	505°26'45"	5.083	5.083	15
5	82°52'53"	17.472	17.515	74.2	24	263°26'55"	11.342	11.342	15
6	44°22'04"	25.295	25.332	140.2	25	291°38'16"	11.13	11.387	16
7	74°30'48"	11.13	11.367	16	26	84°30'05"	30.857	31	140.2
8	78°17'03"	12.157	12.551	15	27	72°11'09"	4.875	4.875	140.2
9	128°28'23"	13.226	13.7	15	28	328°08'44"	7.947	8	20
10	165°09'45"	5.462	5.463	15	29	335°58'44"	8.886	10	20
11	165°15'30"	10.099	10.3	15	30	22°35'30"	8.895	10	20
12	207°27'28"	11.484	11.786	15	31	38°27'44"	1.776	1.777	20
13	271°38'40"	6.095	6.104	15	32	45°48'55"	6.641	6.641	50
14	289°30'16"	8.371	8.483	15	33	59°27'09"	11.891	11.818	50
15	295°21'11"	11.13	11.367	16	34	71°04'26"	13.558	13.6	50
16	148°46'46"	9.224	9.367	16	35	88°38'30"	13.558	13.6	50
17	169°07'57"	1.988	2	16					
18	140°40'58"	15.887	16.719	15					
19	88°18'11"	4.977	5	15					

DRAFT

Registered
LGA CLARENCE VALLEY
Locality: YAMBA
Reduction Ratio 1:500
Lengths are in metres

PLAN OF SUBDIVISION OF
LOT 300 IN DP1297032

SURVEYOR
Name: ANTHONY JOHN DENNY
Date: 30/3/2023
Reference: 19285_STAGE 4

CB - EASEMENT FOR DRAINAGE OF SEWAGE VARIABLE WIDTH (DP1297032)
CD - EASEMENT FOR PUMPING STATION VARIABLE WIDTH (DP1297032)
CF - RIGHT OF CARRIAGEWAY VARIABLE WIDTH (DP1297032)
DA - EASEMENT FOR DRAINAGE SEWAGE VARIABLE WIDTH

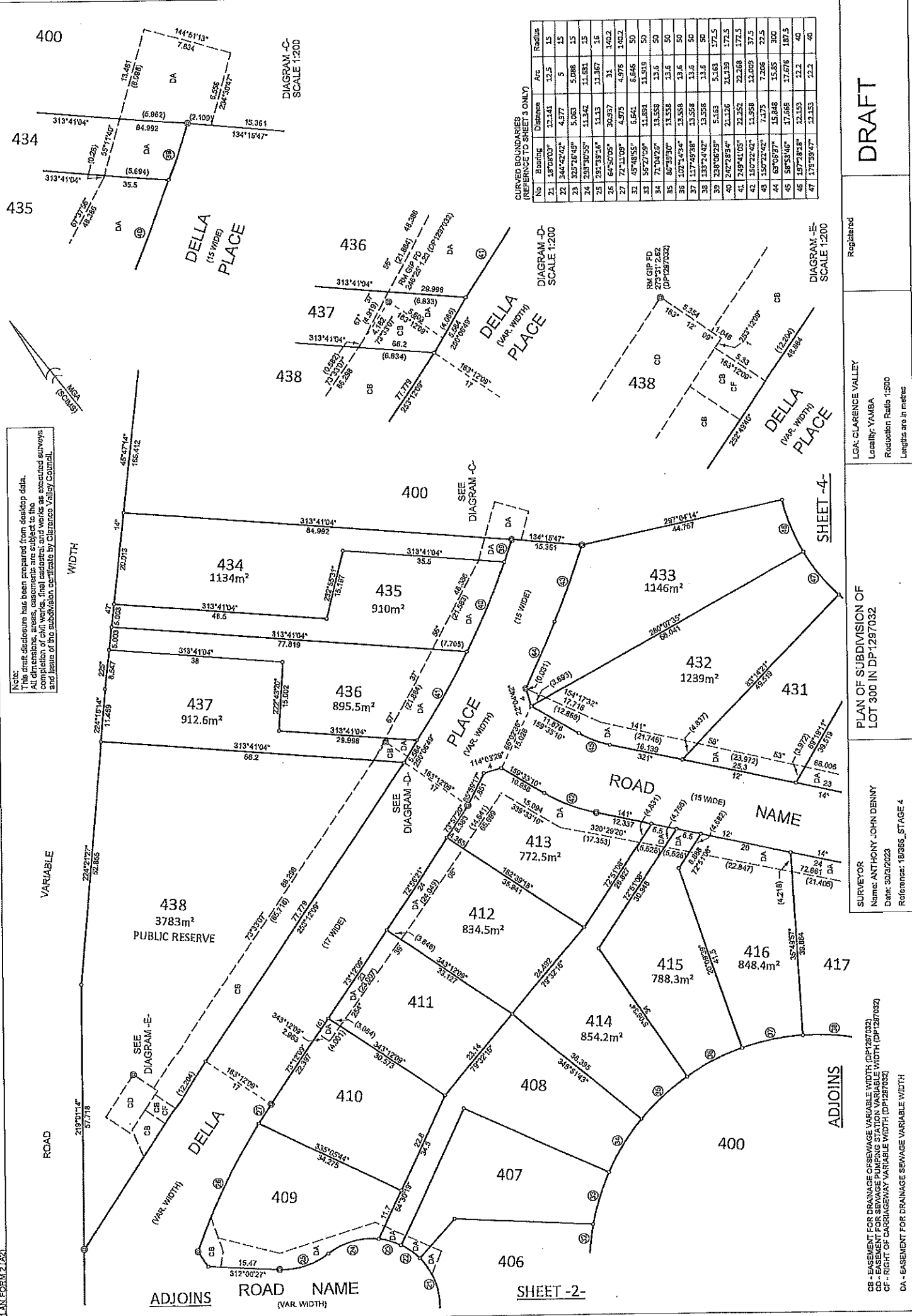
DIAGRAM-B
SCALE 1:200

DIAGRAM-A
SCALE 1:200

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

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

NOTE:
This draft disclosure has been prepared from desktop data. All dimensions, areas, easements are subject to the completion of civil works, final cadastral and works as executed surveys and issue of the subdivision certificate by Clarence Valley Council.



CURVED BOUNDARIES (REFERENCED TO SHEETS ONLY)

No	Bearing	Dimension	Area	Radius
21	S 8° 09' 03" E	22.241	32.5	15
22	S 44° 42' 42" E	4.977	5	15
23	S 25° 26' 49" E	5.063	5.098	15
24	S 28° 30' 55" E	11.342	11.692	15
25	S 29° 39' 16" E	11.13	11.367	15
26	S 6° 50' 09" E	30.937	31	140.2
27	S 72° 11' 09" E	4.975	4.975	140.2
31	S 45° 48' 53" E	6.641	6.646	50
33	S 6° 27' 09" E	11.894	11.919	50
34	S 7° 04' 26" E	13.558	13.6	50
35	S 8° 39' 30" E	13.558	13.6	50
36	S 107° 4' 05" E	13.558	13.6	50
37	S 117° 49' 38" E	13.558	13.6	50
38	S 133° 24' 42" E	13.558	13.6	50
39	S 136° 02' 23" E	5.163	5.163	172.5
40	S 242° 28' 54" E	21.226	21.226	172.5
41	S 249° 41' 05" E	22.252	22.268	172.5
42	S 150° 22' 42" E	11.958	11.958	37.5
43	S 150° 22' 42" E	7.075	7.206	22.5
44	S 150° 22' 42" E	15.848	15.848	300
45	S 65° 34' 46" E	17.668	17.676	187.5
46	S 17° 59' 31" E	12.153	12.2	40
47	S 17° 59' 31" E	12.153	12.2	40

DRAFT

Registered
LCA: CLARENCE VALLEY
Locality: YAMBA
Reduction Ratio 1:500
Lengths are in metres

PLAN OF SUBDIVISION OF
LOT 300 IN DP-1297032

SURVEYOR
Name: ANTHONY JOHN DENNY
Date: 30/02/2023
Reference: 18/365_STAGE 4

ADJOINS

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

CB - EASEMENT FOR DRAINAGE OF SEWAGE VARIABLE WIDTH (DP1287032)
CD - EASEMENT FOR SEWER VARIABLE WIDTH (DP1287032)
CF - RIGHT OF CARRIAGEWAY VARIABLE WIDTH (DP1287032)
DA - EASEMENT FOR DRAINAGE SEWAGE VARIABLE WIDTH

PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 4 sheet(s)
<p style="text-align: center;">Office Use Only</p> <p>Registered:</p> <p>Title System:</p>	<p style="text-align: center;">Office Use Only</p>	
<p>PLAN OF SUBDIVISION OF LOT 300 IN DO1297032</p>	<p>LGA: CLARENCE VALLEY</p> <p>Locality: YAMBA</p> <p>Parish: YAMBA</p> <p>County: CLARENCE</p>	
<p style="text-align: center;">Survey Certificate</p> <p>I, ANTHONY JOHN DENNY of NEWTON DENNY CHAPELLE a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on, or</p> <p>*(b) The part of the land shown in the plan (**being/excluding** LOTS 401 – 438, NEW ROADS AND CONNECTIONS) 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,..... the part not surveyed was compiled in accordance with that Regulation, or</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line: 'X' – 'Y'</p> <p>Type: Urban</p> <p>The terrain is *Level-Undulating / *Steep-Mountainous.</p> <p style="text-align: center;">Electronic signature affixed by Anthony John Denny on ##/##/####</p> <p>Signature: Dated:</p> <p>Surveyor Identification No: 917</p> <p>Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>.</p> <p>*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>	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>	
<p>Plans used in the preparation of survey/compilation: DP1297032</p> <p style="text-align: center;">If space is insufficient continue on PLAN FORM 6A</p>	<p style="text-align: center;">Subdivision Certificate</p> <p>I, *Authorised Person/*General Manager/*Registered Certifier, certify that the provisions of s.6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature:</p> <p>Accreditation number:</p> <p>Consent Authority:</p> <p>Date of endorsement:</p> <p>Subdivision Certificate number:</p> <p>File number:</p> <p>*Strike through if inapplicable.</p>	
<p>Surveyor's Reference: 18/366_STAGE 4 (POLICY 4)</p>	<p>Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.</p> <p style="text-align: center;">IT IS INTENDED TO DEDICATE THE NEW ROADS TO THE PUBLIC AS PUBLIC ROADS</p> <p style="text-align: center;">IT IS INTENDED TO CREATE LOT 438 AS A PUBLIC RESERVE</p> <p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet(s)

Office Use Only

Office Use Only

Registered:

PLAN OF SUBDIVISION OF LOT 300 IN DP1297032

Subdivision Certificate number:

Date of Endorsement:

- 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.

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

1. EASEMENT FOR DRAINAGE OF SEWAGE VARIABLE WIDTH (DA)
2. EASEMENT TO DRAIN WATER 3 WIDE (DB)
3. RESTRICITONS ON THE USE OF LAND
4. POSITIVE COVENANT

IT IS INTENDED TO RELEASE:

1. PART EASEMENT FOR DRAINAGE OF SEWAGE VARIABLE WIDTH (CB) (DP1297032)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 18/336_STAGE 4 (POLICY 4)

DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only	Office Use Only
Registered:	
PLAN OF SUBDIVISION OF LOT 300 IN DP1297032	
Subdivision Certificate number: Date of Endorsement:	This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> • A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals- see 195D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

LOT	SUB ADDRESS	ADDRESS	ROAD NAME	ROAD TYPE	LOCALITY
400					
401					
402					
403					
404					
405					
406					
407					
408					
409					
410					
411					
412					
413					
414					
415					
416					
417					
418					
419					
420					
421					
422					
423					
424					
425					

If space is insufficient use additional annexure sheet

Surveyor's Reference: 18/336_STAGE 4 (POLICY 4)

DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only

Office Use Only

Registered:

**PLAN OF SUBDIVISION OF LOT 300 IN
DP1297032**

- 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:

Date of Endorsement:

LOT	SUB ADDRESS	ADDRESS	ROAD NAME	ROAD TYPE	LOCALITY
426					
427					
428					
429					
430					
431					
432					
433					
434					
435					
436					
437					
438					

If space is insufficient use additional annexure sheet

Surveyor's Reference: 18/366_STAGE 4 (POLICY 4)

PROPOSED 88B INSTRUMENT

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 7 sheets)

Plan: Plan of Subdivision of Lot 300 DP 1297032 covered by Subdivision Certificate No.

Full name and address of the owner of the land

**Yamba Quays Pty Ltd ABN 18 629 899
716
C/-PO Box 1478, Ballina NSW 2478**

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 for drainage of sewage variable width (DA)	Lot 400 and Lots 403 to 423 inclusive and Lots 426 to 437 inclusive	Clarence Valley Council
2.	Easement for drainage of water 3 wide (DB)	Lot 418	Clarence Valley Council
3.	Restriction on the use of land	Lots 401 to 437 inclusive	Clarence Valley Council
4.	Positive Covenant	Lots 404 to 408 inclusive, Lots 414 to 433 inclusive	Clarence Valley Council

PART 1A (RELEASE)

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.	Part Easement for drainage of sewage variable width (CB) (DP1297032)	Lot 300 DP 1297032	Clarence Valley Council

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 2 of 7 sheets)

Plan: Plan of Subdivision of **Lot 300 DP1297032** covered by Subdivision Certificate No.

Full name and address of the owner of the land Yamba Quays Pty Ltd ABN 18 629 899 716
C/-PO Box 1478, Ballina NSW 2478

Part 2 (TERMS)

1. Terms of Restrictions on the Use of Land Thirdly referred to in the above mentioned Plan.

(a) General

- (i) No dwelling house erected on the subject land or any part of it shall have a floor space of less than 150 square metres (excluding carports and outbuildings).
- (ii) No separate garage, outbuildings or similar structure shall be erected upon the subject land unless the building or structure is of a similar or compatible design and of similar materials and colour as the principal building erected upon the subject land.
- (iii) No building shall consist of a kit dwelling or a dwelling incorporating pole construction.
- (iv) No temporary dwelling, caravan, privy, tent or substandard dwelling shall be placed or built on the subject land, nor shall the registered proprietor live in any portion of the dwelling house prior to its completion and approval by the Local Authority. No temporary dwelling or other improvements previously erected and moved from other land outside the Yamba Quays site shall be brought onto or kept on the subject land
- (v) Building works must be completed within 8 months of their commencement; incomplete building works must not be left longer than 2 months without substantial work being carried out on them.
- (vi) The registered proprietor, during any construction work, must take steps to ensure that no soil, building materials or gravel is washed onto the footpath, the kerb and channel, roadway and waterway.
- (vii) No part of the subject land shall be used for any industrial or manufacturing purposes, offensive or noisy trade or activity.
- (viii) No animals, livestock or poultry of any kind shall be raised, bred or kept upon the land or any part of it except dogs, cats or other household pets may be kept provided these are not kept, bred or maintained for any commercial purpose.

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 3 of 7 sheets)

Plan: Plan of Subdivision of Lot 300 DP 1297032 covered by Subdivision Certificate No.

Full name and address of the owner of the land

**Yamba Quays Pty Ltd ABN 18 629 899
716
C/-PO Box 1478, Ballina NSW 2478**

(b) Building Materials, Design & Construction

- (i) The registered proprietor shall ensure all work carried out on the land will have Local Authority approval prior to commencement of construction and all work or improvements are completed in a professional manner and in accordance with best trade practices. External walls of all dwellings, garages and other improvements shall be constructed of clay brick, rendered masonry with textured or painted finish, painted timber, painted fibre cement sheeting or materials approved in writing by the Developer. External paint colours should blend in with the natural environment.
- (ii) The dwelling house to be erected will be of architectural design and orientated to utilise the local climate.
- (iii) Roofs to be laid with quality ceramic roof tiles, colour bond or non-reflective material.
- (iv) The underside of high set homes are to incorporate undercroft skirting or screening (e.g. timber battens) to the full height of any undercroft area above ground level at the perimeter of the building.
- (v) No secondhand or sub-standard materials are to be used in the erection of any improvements.
- (vi) No damage shall be done to the turf, landscaping or driveway of any other Lot adjoining or not during construction of any dwelling or other structure on any Lot. No access to or from the rear of any Lot shall be taken during such construction.

(c) Driveways, Landscaping and Fencing

During the time of the dwelling house construction the registered proprietor shall:

- (i) Construct a good quality paved, concrete aggregate or coloured concrete vehicular driveway connecting the garages to the street;

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 4 of 7 sheets)

Plan: Plan of Subdivision of Lot 300 DP 1297032 covered by Subdivision Certificate No.

Full name and address of the owner of the land

**Yamba Quays Pty Ltd ABN 18 629 899
716
C/-PO Box 1478, Ballina NSW 2478**

- (ii) Attractively landscape all areas within public view including turfing the land and the footpath area adjoining the land;
 - (iii) Remove all surplus soil and building materials from the site, construct any necessary drains and retaining walls and maintain the whole area of the lot and adjoining footpath in a neat and tidy condition;
 - (iv) Ensure fencing is in keeping with the architectural design of the dwelling, with no side boundary fencing to be constructed forward of the building alignment (except for pool fencing). Fences are not to be constructed of corrugated iron, colour bond steel mesh, unrendered and unpainted concrete blocks or zincalume.
- (d) Signs**
- (i) The registered proprietor shall not erect any advertising signs on the land other than a sign advertising the land purchased or a builder's sign during the period of construction.
- (e) Parking of Vehicles**
- (i) To avoid detracting from the visual amenity of the neighbourhood trailers, caravans, recreation or commercial vehicles shall be parked to the rear of the dwelling.
- (f) Excavation**
- (i) The registered proprietor must obtain permission from the Local Authority for excavation and fill which alters the surface, level or shape of the land prior to commencing any earthworks.
- (g) Care and Maintenance**
- (i) The registered proprietor must keep the subject land and adjoining footpaths in a clean and tidy state and ensure that no rubbish accumulates on the land or that the grass is allowed to become excessively long and unsightly.
 - (ii) The registered proprietor shall not cause or permit any damage to the road, footpath, channel and kerbing, verge and landscaping works, land adjoining the subject land including the adjoining land's right of support and any other land in the Residential Development in which the land is situated.

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 5 of 7 sheets)

Plan: Plan of Subdivision of Lot 300 DP 1297032 covered by Subdivision Certificate No.

Full name and address of the owner of the land

**Yamba Quays Pty Ltd ABN 18 629 899
716
C/-PO Box 1478, Ballina NSW 2478**

- (iii) All grass and other vegetation shall be regularly mown and maintained and the land shall be kept free of all rubbish, refuse or garbage and garbage or other waste shall not be kept on it except in sanitary containers.
- (iv) All drainage systems in any revetment wall on or adjacent to any lot shall be kept clean and free of all obstructions or rubbish at all times. No building, boat ramp, pontoon or any other structure whatsoever shall be erected or constructed in such manners as may obstruct the functioning of such drainage system
- (h) Developer's Landscaping Work**
 - (i) The registered proprietor agrees to not object, impede or interfere with any landscaping or other works carried out in or on the footpath or other public places.
- (i) Alterations to the Covenant**
 - (i) The Developer shall have the right to make changes to any covenant herein by which any registered proprietor or Successor in title may be bound. In the event of any changes or variations of any covenants, the registered proprietor of any lot burdened will have no claim against the Developer as a result of any changes or variation of any covenants.
- (j) Boundary Fencing**
 - (i) No fence shall be erected on any lot hereby burdened to divide the same from any adjoining land or lot while such land or lot is owned by Yamba Quays Pty Ltd or their successors or assigns other than purchasers on sale without the consent of Yamba Quays Pty Ltd or their successors or assigns but such consent shall not be withheld and is deemed to be given for any such fence erected without expense to Yamba Quays Pty Ltd.
- (k) Default and Breach**
 - (i) The registered proprietor grants to the Developer the right to remedy any breaches of these covenants and authorises the Developer to enter onto the land purchased to remove any structure, article or vegetation contravening these covenants or to perform any other works necessary to comply with the covenants.
 - (ii) The registered proprietor agrees to pay the cost of any works so carried out by the Developer, including any costs for storage, disposal or removal of material within

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 6 of 7 sheets)

Plan: Plan of Subdivision of Lot 300 DP 1297032 covered by Subdivision Certificate No.

Full name and address of the owner of the land Yamba Quays Pty Ltd ABN 18 629 899 716
C/-PO Box 1478, Ballina NSW 2478

fourteen (14) days of the date the Developer sends the registered proprietor a demand for payment in writing.

2. Terms of Positive Covenant fourthly referred to in the above mentioned Plan.

The owner of Lots affected are required to maintain the revetment wall to the satisfaction of Clarence Valley Council.

Name of person empowered to release, vary or modify Restriction or positive covenant fourthly referred to in the abovementioned plan:

Yamba Quays Pty Ltd whilst it remains the registered proprietor of any lot in the subdivision and after that Clarence Valley Council.

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: Yamba Quays Pty Ltd
Authority: section 127 of the Corporations Act 2001
Signature of authorised person:
Name of authorised person:
Office held: Sole Director/Secretary

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 7 of 7 sheets)

Plan: Plan of Subdivision of **Lot 300 DP 1297032** covered by Subdivision Certificate No.

Full name and address of the owner of the land

**Yamba Quays Pty Ltd ABN 18 629 899 716
C/-PO Box 1478, Ballina NSW 2478**

Bank of Queensland ACN 009 656 740 by its duly constituted Attorney under Power of Attorney, Book: No: who certifies that he has no notice of revocation of the power. Consents to this dealing.

Attorney Name:

Witness:

Attorney Signature:

Name:

Address:

Clarence Valley Council by its authorised delegate
Pursuant to Section 377 of the Local Government
Act 1993

I certify that I am an eligible witness and
that the delegate signed in my presence

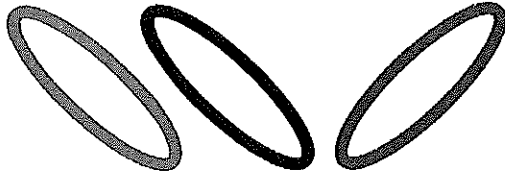
.....
Name of Authorised Officer

.....
Signature of Witness

.....
Signature of Authorised Officer

.....
Name of Witness

.....
Address



clarence
VALLEY COUNCIL

Foott Law & Co
PO Box 18
GRAFTON NSW 2460

Date of Issue: 09 October 2023
Certificate No: PLAN2023/2488
Your Ref: JAF:JW 23-0298
Receipt Details: 902309 06/10/2023 \$62.00

Property Number: 136497
Property Address: Della Place YAMBA NSW 2464
Legal Description: Lot 300 DP 1297032
Owner: Yamba Quays Pty Ltd

PLANNING CERTIFICATE

Issued under Section 10.7(2) of the Environmental Planning and Assessment Act, 1979

Note: the information provided in sections 1 to 19 below is provided under section 10.7(2) of the Environmental Planning and Assessment Act 1979

1. Relevant planning instruments and development control plans

Text and zoning maps for the relevant local environmental plan/s and development control plan/s can be downloaded from Council's website – www.clarence.nsw.gov.au. Text for the relevant local environmental plan/s can be downloaded from the NSW Government website – www.legislation.nsw.gov.au.

A. Local Environmental Plans

Clarence Valley Local Environmental Plan 2011 applies to the land.

Zone R2 Low Density Residential

1 Objectives of zone

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

2 Permitted without consent

Home-based child care; Home occupations; Home occupations (sex services).

3 Permitted with consent

Bed and breakfast accommodation; Boarding houses; Boat sheds; Child care centres; Community facilities; Dwelling houses; Educational establishments; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home businesses; Home industries; Information and education facilities; Neighbourhood shops; Oyster aquaculture; Places of public worship; Recreation areas; Residential accommodation; Respite day care centres; Roads; Tank-based aquaculture; Water recreation structures.

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4 Prohibited

Attached dwellings; Multi dwelling housing; Residential flat buildings; Rural workers' dwellings; Any other development not specified in item 2 or 3.

Clarence Valley Local Environmental Plan 2011 applies to the land.

Zone W2 Recreational Waterways

1 Objectives of zone

- To protect the ecological, scenic and recreation values of recreational waterways.
- To allow for water-based recreation and related uses.
- To provide for sustainable fishing industries and recreational fishing.

2 Permitted without consent

Moorings

3 Permitted with consent

Aquaculture; Boat building and repair facilities; Boat launching ramps; Boat sheds; Charter and tourism boating facilities; Environmental facilities; Environmental protection works; Extractive industries; Flood mitigation works; Jetties; Kiosks; Marinas; Mooring pens; Open cut mining; Recreation facilities (outdoor); Research stations; Water recreation structures; Wharf or boating facilities.

4 Prohibited

Industries; Multi dwelling housing; Residential flat buildings; Seniors housing; Warehouse or distribution centres; Any other development not specified in item 2 or 3

B. Proposed local environmental planning instruments

No proposed local environmental planning instrument applies to the land that has been placed on public exhibition under the *Environmental Planning and Assessment Act 1979*.

C. Development Control Plan

The Clarence Valley Development Control Plan - Development in Residential Zones applies to the carrying out of development on the land.

D. State Environmental Planning Policies (SEPP)

Text for the relevant state environmental planning policies can be accessed on the NSW Government website – www.legislation.nsw.gov.au.

The land is affected by the following State Environmental Planning Policies (SEPPs):

1. State Environmental Planning Policy No 65 - Design Quality of Residential Apartment Development
2. State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004
3. State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
4. State Environmental Planning Policy (Biodiversity and Conservation) 2021
5. State Environmental Planning Policy (Housing) 2021
6. State Environmental Planning Policy (Industry and Employment) 2021

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7. State Environmental Planning Policy (Planning Systems) 2021
8. State Environmental Planning Policy (Precincts - Central River City) 2021
9. State Environmental Planning Policy (Precincts - Eastern Harbour City) 2021
10. State Environmental Planning Policy (Precincts - Regional) 2021
11. State Environmental Planning Policy (Precincts - Western Parkland City) 2021
12. State Environmental Planning Policy (Primary Production) 2021
13. State Environmental Planning Policy (Resilience and Hazards) 2021
14. State Environmental Planning Policy (Resources and Energy) 2021
15. State Environmental Planning Policy (Transport and Infrastructure) 2021

Additional information on the purpose of each SEPP is provided at Attachment 1 at the end of this planning certificate.

E. Proposed state environmental planning instruments

There are NO proposed State environmental planning policies that apply to the land that is or has been the subject of community consultation or public exhibition, unless otherwise stated within this certificate.

2. Other relevant local environmental planning provisions

Note: The following advice is relevant to the local environmental plan/s identified in Section 1A of this Certificate.

A. Minimum land dimensions for erection of dwelling house

There is no minimum lot size for dwelling purposes. Other development standards may apply.

B. Critical habitat

The subject land is NOT known to include or comprise an area of outstanding biodiversity under the *Biodiversity Conservation Act 2016* or critical habitat as defined in Part 7A of the *Fisheries Management Act 1994* or the former *Threatened Species Conservation Act 1995*.

C. Heritage conservation area

The land is NOT located within a heritage conservation area (however described) under the local environmental planning instrument.

D. Item of environmental heritage

The land does NOT have located on it an item of environmental heritage (however described) under the local environmental planning instrument.

E. Additional Permitted Uses

No additional permitted uses apply to the land under Schedule 1 of the *Clarence Valley Local Environmental Plan 2011*.

3. Complying development

Note: Text for the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 can be accessed on the NSW Government website – www.legislation.nsw.gov.au.

Notwithstanding the advice in Parts 3A to 3I (inclusive) below, for complying development to occur it must comply with all relevant requirements and other development standards of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Where advice regarding whether or not complying development can occur, under relevant Codes listed at Parts 3A to 3I (inclusive) below, indicates that complying development cannot occur on any part of the subject land then such advice takes precedence over any other advice in the same Part that indicates complying development may be able to occur on part of the subject land.

A. Housing Code

Complying development under this Code may not be carried out on any part of this land. The land is wholly affected by Class 1 or Class 2 acid sulfate soils as identified on the Acid Sulfate Soils Map in the *Clarence Valley Local Environmental Plan 2011*.

Complying development under this Code may not be carried out on part of this land. The land is partially affected as an 'environmentally sensitive area' being in, or within 100 metres of, an area of coastal wetland or littoral rainforest identified by *State Environmental Planning Policy (Resilience and Hazards) 2021*.

A1. Low Rise Housing Diversity Code

Complying development under this Code may not be carried out on any part of this land. The land is wholly affected by Class 1 or Class 2 acid sulfate soils as identified on the Acid Sulfate Soils Map in the *Clarence Valley Local Environmental Plan 2011*.

Complying development under this Code may not be carried out on part of this land. The land is partially affected as an 'environmentally sensitive area' being in, or within 100 metres of, an area of coastal wetland or littoral rainforest identified by *State Environmental Planning Policy (Resilience and Hazards) 2021*.

A2. Greenfields Housing Code

Complying development under this Code may not be carried out on any part of this land. The land is wholly affected by Class 1 or Class 2 acid sulfate soils as identified on the Acid Sulfate Soils Map in the *Clarence Valley Local Environmental Plan 2011*.

Complying development under this Code may not be carried out on part of this land. The land is partially affected as an 'environmentally sensitive area' being in, or within 100 metres of, an area of coastal wetland or littoral rainforest identified by *State Environmental Planning Policy (Resilience and Hazards) 2021*.

B. Rural Housing Code

Complying development under this Code may not be carried out on any part of this land. The land is wholly affected by Class 1 or Class 2 acid sulfate soils as identified on the Acid Sulfate Soils Map in the *Clarence Valley Local Environmental Plan 2011*.

Complying development under this Code may not be carried out on part of this land. The land is partially affected as an 'environmentally sensitive area' being in, or within 100 metres of, an area of coastal wetland or littoral rainforest identified by *State Environmental Planning Policy (Resilience and Hazards) 2021*.

C. Housing Alterations Code

Complying development under this Code may not be carried out on part of this land. The land is partially affected as an 'environmentally sensitive area' being in, or within 100 metres of, an area of coastal wetland or littoral rainforest identified by *State Environmental Planning Policy (Resilience and Hazards) 2021*.

D. General Development Code

Complying development under this Code may not be carried out on part of this land. The land is partially affected as an 'environmentally sensitive area' being in, or within 100 metres of, an area of coastal wetland or littoral rainforest identified by *State Environmental Planning Policy (Resilience and Hazards) 2021*.

E. Industrial and Business Alterations Code

Complying development under this Code may not be carried out on part of this land. The land is partially affected as an 'environmentally sensitive area' being in, or within 100 metres of, an area of coastal wetland or littoral rainforest identified by *State Environmental Planning Policy (Resilience and Hazards) 2021*.

F. Industrial and Business Buildings Code

Complying development under this Code may not be carried out on any part of this land. The land is wholly affected by Class 1 or Class 2 acid sulfate soils as identified on the Acid Sulfate Soils Map in the *Clarence Valley Local Environmental Plan 2011*.

Complying development under this Code may not be carried out on part of this land. The land is partially affected as an 'environmentally sensitive area' being in, or within 100 metres of, an area of coastal wetland or littoral rainforest identified by *State Environmental Planning Policy (Resilience and Hazards) 2021*.

F1. Container Recycling Facilities Code

Complying development under this Code may not be carried out on part of this land. The land is partially affected as an 'environmentally sensitive area' being in, or within 100 metres of, an area of coastal wetland or littoral rainforest identified by *State Environmental Planning Policy (Resilience and Hazards) 2021*.

G. Subdivisions Code

Complying development under this Code may not be carried out on part of this land. The land is partially affected as an 'environmentally sensitive area' being in, or within 100 metres of, an area of coastal wetland or littoral rainforest identified by *State Environmental Planning Policy (Resilience and Hazards) 2021*.

H. Demolition Code

Complying development under this Code may not be carried out on part of this land. The land is partially affected as an 'environmentally sensitive area' being in, or within 100 metres of, an area of coastal wetland or littoral rainforest identified by *State Environmental Planning Policy (Resilience and Hazards) 2021*.

I. Fire Safety Code

Complying development under this Code may not be carried out on part of this land. The land is partially affected as an 'environmentally sensitive area' being in, or within 100 metres of, an area of coastal wetland or littoral rainforest identified by *State Environmental Planning Policy (Resilience and Hazards) 2021*.

4. Exempt development

Note: Text for the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 can be accessed on the NSW Government website – www.legislation.nsw.gov.au.

For exempt development to occur it must comply with all relevant requirements and other development standards of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

5. Annual charges for coastal protection services under Local Government Act 1993

The owner (or any previous owner) of the land 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 (within the meaning of section 553B of that Act).

[Note. "Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the *Local Government Act 1993*.]

6. Mine subsidence

The land is NOT proclaimed to be within a mine subsidence district within the meaning of section 15 of the *Mines Subsidence Compensation Act, 1961*.

7. Road widening and road realignment

The land is NOT affected by any road widening or road re-alignment under Division 2 of Part 3 of the *Roads Act 1993*, any environmental planning instrument, or any resolution of Council, unless otherwise stated within this certificate.

The land IS, according to Council's records, affected by road widening or road realignment under the relevant Local Environmental Plan.

8. Council and other public authority policies on hazard risk restrictions

Hazard Risk Restrictions (generally)

The subject land is NOT affected by a policy adopted by the Council, or by any other public authority and notified to the Council, that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding), unless otherwise stated within this certificate.

Acid Sulfate Soil

The subject land IS mapped AS BEING potentially affected by Acid Sulfate soils, as indicated on the Acid Sulfate Soils Planning Map held by Council.

Any Other Risk - Contaminated Land

Council has adopted a policy on contaminated land. This policy will restrict development of land which is affected by contamination, which has been used for certain purposes, in respect of which there is not sufficient information about contamination, which is proposed to be used for certain purposes, or in other circumstances outlined in the policy.

9. Flood related development controls

Note: For advice in this part of the certificate - **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; and **probable maximum flood** has the same meaning as in the Floodplain Development Manual.

A. Flood controls within flood planning area

The land or part of the land is considered to be located within the flood planning area and is subject to flood related development controls. Details are contained in the local environmental planning instrument and relevant development control plan/s.

B. Flood controls for specific development below probable maximum flood

The land or part of the land is considered to be located between the flood planning area and the probable maximum flood and is subject to flood related development controls for specific types of development. Additional flood related development controls may apply if the land or part of the land is also located within the flood planning area (refer to item 8A above). Details are contained in the relevant local environmental planning instrument/s and relevant development control plan/s.

10. Land reserved for acquisition

No environmental planning instrument or proposed environmental planning instrument referred to in item 1A, 1B, 1D or 1E of this certificate applies to this land that provides for the acquisition of the land by a public authority as referred to in Section 27 of the *Environmental Planning and Assessment Act 1979*, unless otherwise stated within this certificate.

The Clarence Valley Local Environmental Plan 2011 DOES identify and make provision for the acquisition of the subject land, by a public authority, as referred to in section 27 of the *Environmental Planning and Assessment Act 1979*. More details are available in the Land Reservation Acquisition Map and clause 5.1 of the Clarence Valley Local Environmental Plan 2011.

11. Contributions Plans

The Clarence Valley Contributions Plan 2011 applies to the land. It identifies contributions for open space and community facilities applicable to residential development and a Section 7.12 levy for all other development.

The Section 94 Contribution Plan for Street Trees in Urban Subdivisions applies to the land.

The Section 94 Contributions Plan Yamba Urban Bypass & Urban Intersections applies to the land except for provisions of that plan that relate to contributions from non-residential developments.

In accordance with the above Contributions Plan/s, Council may require, as a condition of consent for certain developments, that works be carried out or contributions be paid towards the provision of works, services or amenities. Applicants intending to carry out developments should make their own enquiries regarding such possible contributions. In some cases, the Council may not be able to determine the exact requirements for works or contributions until a development application has been lodged and assessed.

12. Biodiversity Certified Land

The land is NOT biodiversity certified land (within the meaning of Part 7AA of the *Threatened Species Conservation Act 1995* and Part 8 of the *Biodiversity Conservation Act 2016*), unless otherwise stated in this certificate.

13. Biodiversity stewardship sites

The land is NOT a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*, unless otherwise stated in this certificate.

13A Native Vegetation Clearing Set Asides

The land is NOT a set aside area under section 60ZC of the *Local Land Services Act 2013*, unless otherwise stated in this certificate.

14. Matters arising under the Contaminated Land Management Act 1997 (CLM Act)

Note: The following advice is required by section 59 (2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate.

The land is NOT within land declared to be significantly contaminated land, subject to a management order, subject of an approved voluntary management proposal, subject of an ongoing maintenance order or subject to a site audit statement within the meaning of the Contaminated Land Management Act 1997, unless otherwise stated within this certificate.

15. Bushfire prone land

The subject land is indicated on Council's bushfire prone land map as NOT being bush fire prone land.

16. Property vegetation plans

Council HAS NOT been notified that a property vegetation plan (PVP) approved under Part 4 of the *Native Vegetation Act 2003* (and that continues in force) applies to the land.

17. Orders under Tree (Disputes Between Neighbours) Act 2006

Council has NOT been notified of an order made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land.

18. Directions under Part 3A

There is NO direction, issued by the Minister for Planning, in force under the now repealed section 75P(2)(c1) of the Act to the effect that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the *Environmental Planning and Assessment Act 1979* does not have effect.

19. Conditions for seniors housing

Note: Text for the *State Environmental Planning Policy (Housing) 2021* and the former *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004* can be accessed on the NSW Government website – www.legislation.nsw.gov.au.

No condition of a consent to a development application granted after 11 October 2007 in respect of the land has been granted containing a statement setting out any terms of a kind referred to in section 88(2) of *State Environmental Planning Policy (Housing) 2021* or clause 18(2) of repealed *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004*, unless otherwise stated within this certificate.

20. Site compatibility certificates for infrastructure, schools or TAFE establishments

Note: Text for the *State Environmental Planning Policy (Transport and Infrastructure) 2021* and the former *State Environmental Planning Policy (Infrastructure) 2007* and *State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017* can be accessed on the NSW Government website – www.legislation.nsw.gov.au.

There is NO current site compatibility certificate issued under sections 2.19(5) or 3.14(5) of *State Environmental Planning Policy (Transport and Infrastructure) 2021* or clause 19 of repealed *State Environmental Planning Policy (Infrastructure) 2007* in respect of proposed development on the land, unless otherwise stated within this certificate.

21. Site compatibility certificates and conditions for affordable rental housing

Note: Text for the *State Environmental Planning Policy (Housing) 2021* and the following former SEPPs:

- *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*
- *State Environmental Planning Policy No 36 - Manufactured Home Estates,*

can be accessed on the NSW Government website – www.legislation.nsw.gov.au.

A. Site Compatibility Certificate

There is NO current site compatibility certificate (affordable rental housing) issued under Section 39 of *State Environmental Planning Policy (Housing) 2021* or:

- Clause 37 of repealed *State Environmental Planning Policy (Affordable Rental Housing) 2009*; or
- Clause 25 of repealed *State Environmental Planning Policy (Housing for Seniors and People with a Disability) 2004*,

in respect of proposed development on the land, unless otherwise stated within this certificate.

B. Conditions for affordable rental housing

No condition of a consent to a development application granted after 11 October 2007 in respect of the land has been granted containing a statement setting out any terms of a kind referred to in sections 21(1) and 40(1) of *State Environmental Planning Policy (Housing) 2021* or clause 17(1) or 38(1) of repealed *State Environmental Planning Policy (Affordable Rental Housing) 2009*, unless otherwise stated within this certificate.

22. Paper subdivision information

The land is NOT subject of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot pursuant to Part 10 of the *Environmental Planning and Assessment Regulation 2021*.

23. Site verification certificates

The land is NOT subject of a current site verification certificate that sets out the Director-General's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land—see Division 3 of Part 2.4 of *State Environmental Planning Policy (Resources and Energy) 2021*, unless otherwise stated within this certificate.

24. Loose-fill asbestos insulation

The land is NOT occupied by any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act 1989) that is listed on the register that is required to be maintained under that Division.

25. Affected building notices and building product rectification orders

Council is NOT aware of any affected building notice (within the meaning of the Building Products (Safety) Act 2017) or building product rectification order that is in force in respect of the land.

26. Other Advice Issued by Council

Development Servicing Plans

Council's Development Servicing Plans for Water Supply and Sewerage Services apply in those areas serviced by a Council water supply scheme and sewerage scheme respectively. Enquiries as to whether the land the subject to this certificate is within a water supply or sewerage scheme area should be directed to Council's Water Cycle Section.

Water and Sewer Connection

Properties which consist of more than one lot for ratings purposes, and pay a single sewer and/or water access charge, are entitled to a single water and/or sewer connection. If additional water and/or sewer connections are required (for example when lots are sold separately) then the appropriate fee in Council's Fees and Charges, including a capital contribution, is applicable for any new connections.

If the property is a vacant lot, or is charged a water vacant and/or sewer vacant charge, please contact Council's Water Cycle section to determine the appropriate connection fee.

Copies of relevant documents referred to in this Certificate may be available on request from Council, or by visiting its website at www.clarence.nsw.gov.au. Text for legislation referred to in this Certificate can be downloaded from the NSW Government website – www.legislation.nsw.gov.au.

PLEASE NOTE:

The Environmental Planning and Assessment Amendment Act 1997 commenced operation on 1 July 1998. As a consequence of this Act the information contained in this certificate needs to be read in conjunction with the provisions of the Environmental Planning and Assessment (Amendment) Regulation 1998, Environmental Planning and Assessment (Further Amendment) Regulation 1998 and Environmental Planning and Assessment (Savings and Transitional) Regulation 1998.

Disclaimer

This certificate contains information provided to Clarence Valley Council by third parties and is as current as the latest information available to Council at the time of production of this document. Council does not warrant the accuracy of the information contained within the information provided by third parties and has not independently verified the information. Please contact Council staff on 6643 0200 should you wish to obtain a listing of the information provided by third parties that has been relied upon in the production of this document. It is strongly recommended that you contact the relevant third parties to confirm the accuracy of the information.



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For and on behalf of the
GENERAL MANAGER

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Part 1D of Planning Certificate – additional information on applicable SEPPs

Note – all SEPPs are available in full on the NSW Legislation website at -

<https://legislation.nsw.gov.au/browse/inforce#/epi/title/s>

State Environmental Planning Policy (Biodiversity and Conservation) 2021

This SEPP contains:

- planning rules and controls for the clearing of native vegetation in NSW on land zoned for urban and environmental purposes that is not linked to a development application
- the land use planning and assessment framework for koala habitat
- provisions which establish a consistent and co-ordinated approach to environmental planning and assessment along the River Murray
- provisions seeking to protect and preserve bushland within public open space zones and reservations
- provisions which aim to prohibit canal estate development
- provisions to support the water quality objectives for the Sydney drinking water catchment
- provisions to protect the environment of the Hawkesbury-Nepean River system
- provisions to manage and improve environmental outcomes for Sydney Harbour and its tributaries
- provisions to manage and promote integrated catchment management policies along the Georges River and its tributaries
- provisions which seek to protect, conserve, and manage the World Heritage listed Willandra Lakes property.

State Environmental Planning Policy (Housing) 2021

The Housing SEPP gives incentives to supply affordable and diverse housing in the right places and for every stage of life.

It consolidates the following 5 former housing-related policies:

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

The Housing SEPP:

1. introduces two new housing types to meet changing needs - Co-living housing and independent living units.
2. aims to improve the way existing types of homes are delivered including - Boarding houses, Build-to-rent housing, and Senior's housing; and
3. Includes planning rules for:
 - Caravan parks and manufactured home estates
 - Group homes
 - Retention of existing affordable rental housing
 - Secondary dwellings (sometimes known as granny flats)
 - Social and affordable housing
 - Short term rental accommodation (sometimes known as STRA).

State Environmental Planning Policy (Industry and Employment) 2021

This SEPP contains planning provisions:

- applying to employment land in western Sydney
- for advertising and signage in NSW.

State Environmental Planning Policy (Planning Systems) 2021

The Planning systems SEPP:

- identifies State or regionally significant development, State significant Infrastructure, and critical State significant infrastructure
- provides for consideration of development delivery plans by local Aboriginal land councils in planning assessment
- allows the Planning Secretary to elect to be the concurrence authority for certain development that requires concurrence under nominated State environmental planning policies.

State Environmental Planning Policy (Precincts - Central River City) 2021

This SEPP contains planning provisions for precinct planning, which is a form of strategic planning applied to a specified geographic area. The precincts in this SEPP are located in the Central River City. This city is based the strategic planning vision of the 'three cities' regions identified in the Greater Sydney Region Plan – A Metropolis of Three Cities.

Note: whilst this SEPP applies generically to the State of NSW it does not identify any precincts or growth centres or area in the Clarence Valley Local Government area.

State Environmental Planning Policy (Precincts - Eastern Harbour City) 2021

This SEPP contains planning provisions for precinct planning, which is a form of strategic planning applied to a specified geographic area. The precincts in this SEPP are located in the Eastern Harbour City. This city is based the strategic planning vision of the 'three cities' regions identified in the Greater Sydney Region Plan – A Metropolis of Three Cities.

Note: whilst this SEPP applies generically to the State of NSW it does not identify any precincts or sites in the Clarence Valley Local Government area.

State Environmental Planning Policy (Precincts - Regional) 2021

This SEPP contains planning provisions for precinct planning, which is a form of strategic planning applied to a specified geographic area. The precincts in this SEPP are located in Regional NSW outside the Greater Sydney Region Plan.

Note: whilst this SEPP applies generically to the State of NSW it does not identify any activation precincts or other sites in the Clarence Valley Local Government area.

State Environmental Planning Policy (Precincts - Western Parkland City) 2021

This SEPP contains planning provisions for precinct planning, which is a form of strategic planning applied to a specified geographic area. The precincts in this SEPP are located in the Western Parkland City. This city is based the strategic planning vision of the 'three cities' regions identified in the Greater Sydney Region Plan – A Metropolis of Three Cities.

Note: whilst this SEPP applies generically to the State of NSW it does not identify any precincts or growth centres or area in the Clarence Valley Local Government area.

State Environmental Planning Policy (Primary Production) 2021

This SEPP contains planning provisions:

- to manage primary production and rural development including supporting sustainable agriculture
- for the protection of prime agricultural land of state and regional significance as well as regionally significant mining and extractive resources.

State Environmental Planning Policy (Resilience and Hazards) 2021

This SEPP contains planning provisions:

- for land use planning within the coastal zone, in a manner consistent with the objects of the Coastal Management Act 2016
- to manage hazardous and offensive development
- which provides a state-wide planning framework for the remediation of contaminated land and to minimise the risk of harm.

State Environmental Planning Policy (Resources and Energy) 2021

This SEPP contains planning provisions:

- for the assessment and development of mining, petroleum production and extractive material resource proposals in NSW
- which aim to facilitate the development of extractive resources in proximity to the population of the Sydney Metropolitan Area by identifying land which contains extractive material of regional significance.

State Environmental Planning Policy (Transport and Infrastructure) 2021

This SEPP contains planning provisions:

- for infrastructure in NSW, such as hospitals, roads, railways, emergency services, water supply and electricity delivery
- for child-care centres, schools, TAFEs, and Universities
- planning controls and reserves land for the protection of three corridors (North South Rail Line, South West Rail Link extension and Western Sydney Freight Line)
- the land use planning and assessment framework for appropriate development at Port Kembla, Port Botany and Port of Newcastle.

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

SEPP (Exempt and Complying Development Codes) 2008 or the Codes SEPP aims to provide streamlined assessment processes for development that complies with specified development standards by –

- (a) providing exempt and complying development codes that have State-wide application, and
- (b) identifying, in the exempt development codes, types of development that are of minimal environmental impact that may be carried out without the need for development consent, and
- (c) identifying, in the complying development codes, types of complying development that may be carried out in accordance with a complying development certificate as defined in the Act, and
- (d) enabling the progressive extension of the types of development in this Policy, and
- (e) providing transitional arrangements for the introduction of the State-wide codes, including the amendment of other environmental planning instruments.

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

SEPP 65 aims to deliver a better living environment for the residents now choosing this form of housing and enhance our streetscapes and our neighbourhoods across the State. It does this by establishing a consistent approach to the design and assessment of apartments and the way they are assessed by councils.

The SEPP applies to the following development:

- residential flat buildings that are three or more storeys and have four or more dwellings.
- mixed use development with a residential accommodation component and shop top housing.
- new apartment buildings, substantial redevelopments or refurbishments of existing buildings and conversions of existing buildings.
- boarding houses or serviced apartments.
- locations where residential flat buildings are allowed by the local zoning. It does not expand the areas where apartment buildings can be built.

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

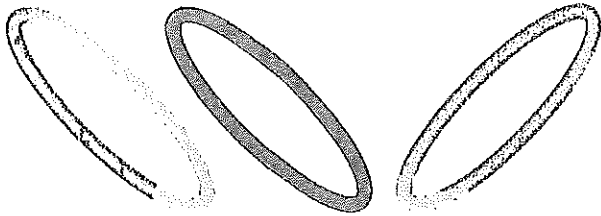
The BASIX SEPP, which commenced on 1 July 2004, aims to ensure consistency in the implementation of the BASIX scheme throughout the State by overriding provisions of other environmental planning instruments and development control plans that would otherwise add to, subtract from or modify any obligations arising under the BASIX scheme.

Note: The Building Sustainability Index (BASIX) requirements apply to all residential dwelling types and are part of the development application process in NSW. BASIX is one of the strongest sustainable planning measures to be undertaken in Australia.

In NSW, there are BASIX requirements for water and energy usage and thermal comfort performance that apply to:

- all new residential dwellings.
- alterations and additions to dwellings that cost \$50,000 or more.
- swimming pools of 40,000 litres or more.

To approve such developments, the consent authority (usually your local council) requires evidence that the development plans meets the BASIX requirements".



clarence
VALLEY COUNCIL

06 October 2023

Contact: Water Cycle Support

Foott Law & Co
PO Box 18
GRAFTON NSW 2460

Drainage Diagram

Application No: PLAN2023/2489
Applicant: Foott Law & Co
Owner: Yamba Quays Pty Ltd
Property Address: Della Place YAMBA NSW 2464
Legal Description: Lot 300 DP 1297032

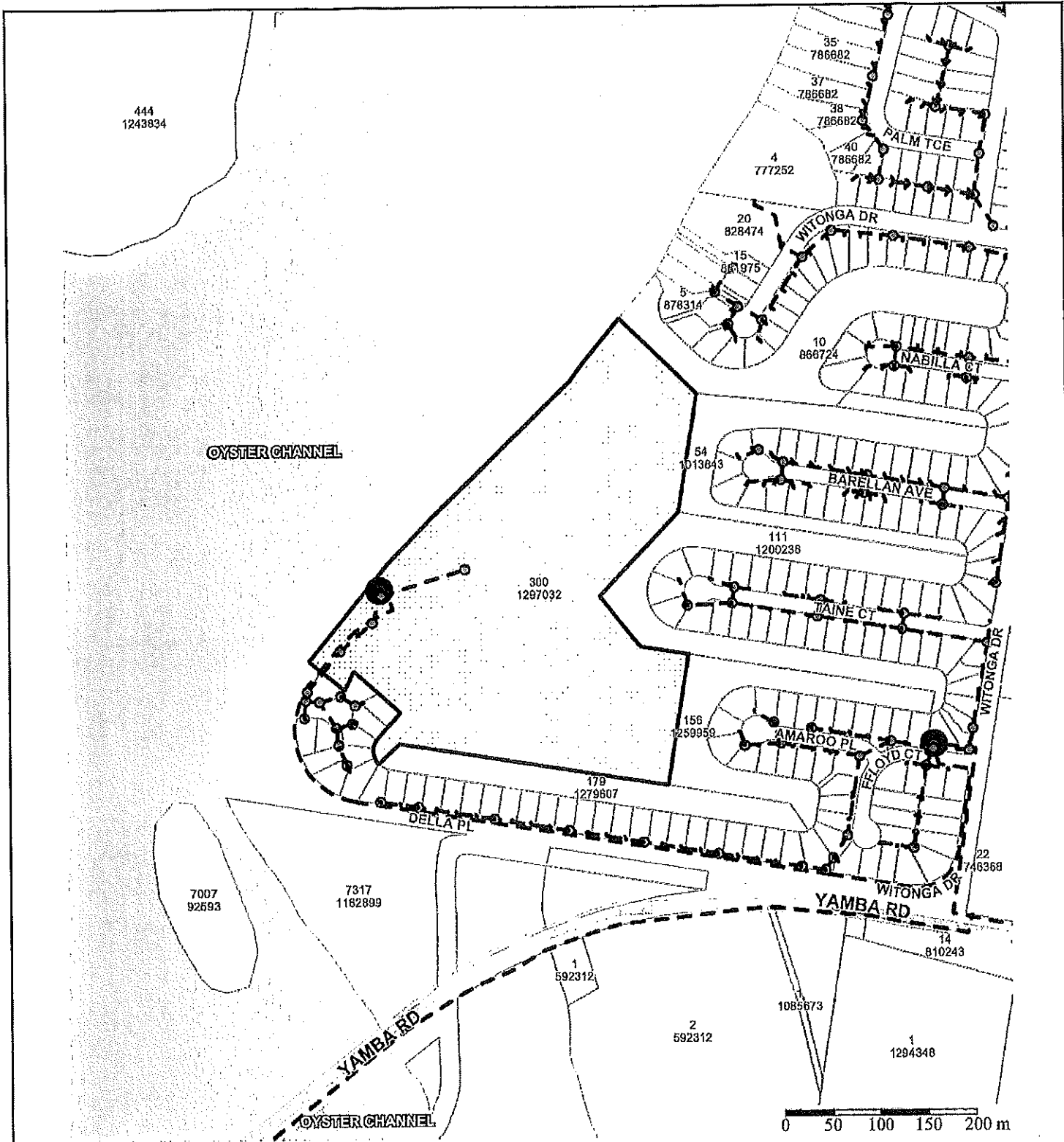
The drainage diagram showing the location of Council-owned sewers on or near the above property is provided overleaf.

NOTE: Council sewer infrastructure shown in a drainage diagram does not always mean a property can be connected to sewer. If a property can be connected to sewer it is charged sewer availability and this is disclosed on a certificate issued by Council under Section 603 of the Local Government Act 1993. Sewer connection fees would apply please contact Council's Water Cycle section for more information on these fees.

If you require further information please contact Council's Water Cycle Administration Team on (02) 6645 0274.

Yours faithfully

For and on behalf of
Andrew Potter
Manager Water/Sewer Operations



Sewer Diagram Legend

- | | | | |
|-------------------------------|-----------------------------|------------------------------|--------------------------------|
| • Inka Sewer Inspection Shaft | ■ Pressure Sewer Stop Valve | ● Sewer Junction | ● Sewerage Pump Station |
| ◆ Pressure Sewer Pump Station | ■ Air Valve | ▲ Sewer Junction Line | ▲ Domestic Reuse Main |
| ▤ Pressure Sewer Boundary XI | ○ Flushing Point | ○ Sewer Manhole | ▲ Recycled Water Transfer Main |
| ⊗ Sewer Vent | ◇ IV | ▲ Sewer Main | ▲ Property |
| ~ Pressure Sewer House Line | ⊗ PCV | ▲ Pressure Sewer Rising Main | ▲ Cadastral |
| | + Stop Valve | ▲ Sewer Rising Main | |

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 2 Prince Street
 GRAFTON NSW 2460
 Telephone: 02 6643 0200
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Important Notice!
 This map is not a precise survey document. Accurate locations can only be determined by a survey on the ground.
 This Document cannot be reproduced, adapted, sold, modified or published without the written permission of Clarence Valley Council. Council accepts no responsibility for the actual location of drainage services or mains. Interested parties should check on site.
 The information displayed is not survey accurate and be used as a guide only. Any private drainage lines are shown in good faith by council and are not required to be shown on a sewer map.
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Projection:	GDA94 / MGA Zone 56
Date:	6 October 2023

Property Address	
Land Title	300//1297032

DRAINAGE DIAGRAM