

“THE POCKET”

SPECIAL CONDITIONS

SECTION 34

**Building Envelope - Survey Plan Registered
Building Envelope - Survey Plan Sealed but not Registered
Building Envelope - Survey Plan not Sealed and not Registered**

34.1 In this Section 34 –

- (a) “approved plan” means the building envelope plan which has been approved by the Local Government (a copy of which plan is attached to this Contract);
- (b) “built to boundary” has the same meaning as that expression has for the purposes of the Building Covenants;
- (c) “Planning Act” means, as the circumstances may require, the Sustainable Planning Act 2009 (Qld) and the Planning Act 2016 (Qld);
- (d) “set back” has the same meaning as that expression has for the purposes of the Building Covenants;
- (e) “zero set back” has the same meaning as that expression has for the purposes of the Building Covenants.

permitted by that plan, it has a set back within a range of a zero set back or a setback between zero and 450 millimeters with the approval of Cairns Regional Council.

34.2 The Buyer acknowledges and declares that before the Buyer signed this Contract Form or any other instrument which was intended to bind the Buyer (absolutely or conditionally) to purchase the Land, either the Seller or the Agent –

- (a) gave the Buyer a copy of the Building Envelope plan;
- (b) drew the Buyer’s attention to the location of the building envelope for the Land as shown on that copy; and
- (c) informed the Buyer that there is attached to the Land, by virtue of the Planning Act, a condition which requires compliance with the building envelope for the Land as nominated on the Building Envelope plan and that the Buyer is bound by that condition at law.

34.3 If the approved plan permits a building to be built to boundary, the Buyer will not build a house on the Land unless, to the extent