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Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	**Lorimer Estate Agents** **689 Federal Drive, Federal, NSW 2480**	**Phone: 0400 844 412** **Ref: Duncan Lorimer**
co-agent		
vendor	**Vicki Larraine Williams** **200 Federal Drive, Federal, NSW 2480**	
vendor's solicitor	**Robert Parrey & Assoc Pty Ltd T/A Hungerford Lehmann** **64 McGoughans Lane, MULLUMBIMBY NSW 2482** **PO Box 20, MULLUMBIMBY NSW 2482**	**Phone: 02 6684 2477** **Email: admin@rpalaw.com.au** **Fax: 02 6684 2702** **Ref: EA:DP:20210222**
date for completion	**90th day after the contract date**	(clause 15)
land (address, plan details and title reference)	**200 Federal Drive, Federal, New South Wales 2480** **Registered Plan: Lot 3 Plan DP 596035** **Folio Identifier 3/596035**	
	☒ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☒ HOUSE x2 ☒ garage ☒ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☒ other: swimming pool	
attached copies	☒ documents in the List of Documents as marked or as 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	☐ blinds	☐ dishwasher	☐ light fittings	☐ stove
	☐ built-in wardrobes	☐ fixed floor coverings	☐ range hood	☐ pool equipment
	☐ clothes line	☐ insect screens	☐ solar panels	☐ TV antenna
	☐ curtains	☐ other: See attached Schedule		

exclusions

purchaser

purchaser's solicitor

price

deposit _____ (10% of the price, unless otherwise stated)

balance

contract date (if not stated, the date this contract was made)

buyer's agent

vendor

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

witness

purchaser JOINT TENANTS ☐tenants in common ☐ in unequal shares

witness

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Choices

Vendor agrees to accept a ***deposit-bond*** (clause 3)	☐ NO	☐ yes
Nominated *Electronic Lodgment Network (ELN)* (clause 30)	Pexa	
Electronic transaction (clause 30)	☐ no	☒ YES

(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or *serve within* 14 days of the contract date):

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

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

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

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

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

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within* 14 days of the contract date.

***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:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *GSTRW payment*:

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

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

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

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

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

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

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List of Documents

General

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

Home Building Act 1989

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

Swimming Pools Act 1992

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

Strata or community title (clause 23 of the contract)

- ☐ 32 property certificate for strata common property
- ☐ 33 plan creating strata common property
- ☐ 34 strata by-laws
- ☐ 35 strata development contract or statement
- ☐ 36 strata management statement
- ☐ 37 strata renewal proposal
- ☐ 38 strata renewal plan
- ☐ 39 leasehold strata - lease of lot and common property
- ☐ 40 property certificate for neighbourhood property
- ☐ 41 plan creating neighbourhood property
- ☐ 42 neighbourhood development contract
- ☐ 43 neighbourhood management statement
- ☐ 44 property certificate for precinct property
- ☐ 45 plan creating precinct property
- ☐ 46 precinct development contract
- ☐ 47 precinct management statement
- ☐ 48 property certificate for community property
- ☐ 49 plan creating community property
- ☐ 50 community development contract
- ☐ 51 community management statement
- ☐ 52 document disclosing a change of by-laws
- ☐ 53 document disclosing a change in a development or management contract or statement
- ☐ 54 document disclosing a change in boundaries
- ☐ 55 information certificate under Strata Schemes Management Act 2015
- ☐ 56 information certificate under Community Land Management Act 1989
- ☐ 57 disclosure statement - off the plan contract
- ☐ 58 other document relevant to the off the plan contract

Other

- ☐ 59

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

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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 any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) 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 Division 1A of Part 8 of the *Home Building Act 1989*). In particular, a purchaser should:

(a) search the Register required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*, and

(b) ask the relevant local council whether it holds any 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.

200 FEDERAL ROAD FEDERAL NSW 2580

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COOLING OFF PERIOD (PURCHASER'S RIGHTS)

1. This is the statement required by section 66X of the *Conveyancing Act 1919* and 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 at any time before 5 pm on—
   (a) the tenth business day after the day on which the contract was made—in the case of an off the plan contract, or
   (b) the fifth business day after the day on which the contract was made—in any other case.

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 section 66W of the Act, 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 section 66ZG of the Act.

4. A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and 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, Stock and Business Agents Act 2002 prescribe a number of conditions applying to sales by auction.

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

If you think that any of these matters affects the property, tell your solicitor.

2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.

3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.

4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.

5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.

6. The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.

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.

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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)

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

adjustment date	the earlier of the giving of possession to the purchaser or completion;
bank	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
business day	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
cheque	a cheque that is not postdated or stale;
clearance certificate	a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act,* that covers one or more days falling within the period from and including the contract date to completion;
deposit-bond	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
depositholder	vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor,* or if no vendor's *solicitor* is named in this contract, the buyer's agent);
document of title	document relevant to the title or the passing of title;
FRCGW percentage	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the *TA Act* (12.5% as at 1 July 2017);
FRCGW remittance	a remittance which the purchaser must make under s14-200 of Schedule 1 to the *TA Act*, being the lesser of the *FRCGW percentage* of the price (inclusive of GST, if any) and the amount specified in a *variation served* by a *party*;
GST Act	A New Tax System (Goods and Services Tax) Act 1999;
GST rate	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
GSTRW payment	a payment which the purchaser must make under s14-250 of Schedule 1 to the *TA Act* (the price multiplied by the *GSTRW rate*);
GSTRW rate	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the *TA Act* (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not);
legislation	an Act or a by-law, ordinance, regulation or rule made under an Act;
normally	subject to any other provision of this contract;
party	each of the vendor and the purchaser;
property	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
planning agreement	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the *property;*
requisition	an objection, question or requisition (but the term does not include a claim);
rescind	rescind this contract from the beginning;
serve	serve in writing on the other *party*;
settlement cheque	an unendorsed *cheque* made payable to the person to be paid and – • issued by a *bank* and drawn on itself; or • if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
solicitor	in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*;
TA Act	Taxation Administration Act 1953;
terminate	terminate this contract for breach;
variation	a variation made under s14-235 of Schedule 1 to the *TA Act*;
within	in relation to a period, at any time before or during the period; and
work order	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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 giving cash (up to $2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.

2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.

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

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2.7 If the vendor accepts a bond or guarantee 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 this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
3.2 The purchaser must provide the original *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 16.7.
3.9 The vendor must give the purchaser the *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 the *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 the *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 the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Transfer

4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
4.1.1 the form of transfer; and
4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
4.4 The vendor can require the purchaser to include a form of 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 benefited.

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.

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7 Claims by purchaser

Normally, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –

7.1.1 the total amount claimed exceeds 5% of the price;

7.1.2 the vendor *serves* notice of intention to *rescind*; and

7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and

7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –

7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;

7.2.2 the amount held is to be invested in accordance with clause 2.9;

7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);

7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;

7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and

7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;

8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and

8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.

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

8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;

8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and

8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

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

9.1 keep or recover the deposit (to a maximum of 10% of the price);

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –

9.2.1 for 12 months after the *termination*; or

9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –

9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –

- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
- the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or

9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –

10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;

10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);

10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;

10.1.4 any change in the *property* due to fair wear and tear before completion;

10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;

10.1.6 a condition, exception, reservation or restriction in a Crown grant;

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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 –

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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 purchaser must make a *GSTRW payment* the purchaser must –

13.13.1 at least 5 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 clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;

13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;

13.13.3 forward the *settlement cheque* to the payee immediately after completion; and

13.13.4 *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.

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.

14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.

14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –

14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;

14.4.2 by adjusting the amount that would have been payable if at the start of the year –

- the person who owned the land owned no other land;
- the land was not subject to a special trust or owned by a non-concessional company; and
- if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.

14.5 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.

14.6 *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 –

14.6.1 the amount is to be treated as if it were paid; and

14.6.2 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).

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 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.

16.2 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.

16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.

16.4 The legal title to the *property* does not pass before completion.

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16.5 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.

16.6 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

16.7 On completion the purchaser must pay to the vendor, by cash (up to $2,000) or *settlement cheque* –

16.7.1 the price less any:
- deposit paid;
- *FRCGW remittance* payable;
- *GSTRW payment*; and
- amount payable by the vendor to the purchaser under this contract; and

16.7.2 any other amount payable by the purchaser under this contract.

16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay $10 for each extra *cheque*.

16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.

16.10 On completion the deposit belongs to the vendor.

• Place for completion

16.11 *Normally*, the *parties* must complete at the completion address, which is –

16.11.1 if a special completion address is stated in this contract - that address; or

16.11.2 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

16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.

16.12 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.

16.13 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.

17 Possession

17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.

17.2 The vendor does not have to give vacant possession if –

17.2.1 this contract says that the sale is subject to existing tenancies; and

17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).

17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

18 Possession before completion

18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.

18.2 The purchaser must not before completion –

18.2.1 let or part with possession of any of the *property*;

18.2.2 make any change or structural alteration or addition to the *property;* or

18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.

18.3 The purchaser must until completion –

18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and

18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.

18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –

18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.

18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.

18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –

19.1.1 only by *serving* a notice before completion; and

19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –

19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;

19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;

19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and

19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

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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 4.3);

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; and

20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.

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 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.

20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.

20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation)* is also a reference to any corresponding later *legislation*.

20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.

20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

20.14 The details and information provided in this contract (for example, on pages 1 - 3) 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.

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 s26 Community Land Management Act 1989;

23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

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23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;

23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;

23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and

23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –

- normal expenses;
- due to fair wear and tear;
- disclosed in this contract; or
- covered by moneys held in the capital works fund.

23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.

23.4 Clauses 14.4.2 and 14.5 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 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.

23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.

23.12 Each *party* can sign and give the notice as agent for the other.

23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.

23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.

23.15 The vendor authorises the purchaser to apply for the purchaser's own 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.

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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 earnt 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 –
  - a proper notice of the transfer (an attornment notice) addressed to the tenant;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.

25.2 The vendor must *serve* a proper abstract of title *within* 7 days after the contract date.

25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.

25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.

25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.

25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of 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 –

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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 The vendor must give a proper covenant to produce where relevant.

25.9 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.

25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General 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 14.1.

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

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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 Electronic transaction

30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
30.1.1 this contract says that it is an *electronic transaction*;
30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.

30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party serves* a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.

30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
30.3.1 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
30.3.2 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 14.2.

30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
- using the nominated *ELN*, unless the *parties* otherwise agree;

30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
- before the receipt of a notice given under clause 30.2.2;

is taken to have been received by that *party* at the time determined by s13A of the Electronic Transactions Act 2000; and
30.4.6 a document which is an *electronic document* is *served* as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to *serve* it.

30.5 *Normally*, the vendor must *within* 7 days of the *effective date* –
30.5.1 create an *Electronic Workspace*;
30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.

30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
30.6.1 *populate* the *Electronic Workspace* with *title data*;
30.6.2 create and *populate* an *electronic transfer*;
30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.

30.7 *Normally*, *within* 7 days of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
30.7.1 join the *Electronic Workspace*;
30.7.2 create and *populate* an *electronic transfer*;
30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

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30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within* 7 days of being invited to the *Electronic Workspace* –

30.8.1 join the *Electronic Workspace*;

30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and

30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.

30.9 To complete the financial settlement schedule in the *Electronic Workspace* –

30.9.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion;

30.9.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion; and

30.9.3 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.

30.10 Before completion, the *parties* must ensure that –

30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;

30.10.2 all certifications required by the *ECNL* are properly given; and

30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.

30.11 If completion takes place in the *Electronic Workspace* –

30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;

30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and

30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.

30.12 If the computer systems of any of the *Land Registry*, the *ELNO* 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*.

30.13 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 –

30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be 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 comprised in the *certificate of title*; and

30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.

30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must *serve* the *certificate of title* after completion.

30.15 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 –

30.15.1 holds them on completion in escrow for the benefit of; and

30.15.2 must immediately after completion deliver the documents or things to, or as directed by;

the *party* entitled to them.

30.16 In this clause 30, these terms (in any form) mean –

adjustment figures	details of the adjustments to be made to the price under clause 14;
certificate of title	the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
completion time	the time of day on the date for completion when the *electronic transaction* is to be settled;
conveyancing rules	the rules made under s12E of the Real Property Act 1900;
discharging mortgagee	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
ECNL	the Electronic Conveyancing National Law (NSW);
effective date	the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
electronic document	a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
electronic transfer	a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties*' *Conveyancing Transaction*;

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electronic transaction	a *Conveyancing Transaction* to be conducted for the *parties* by their legal representatives as *Subscribers* using an *ELN* and in accordance with the *ECNL* and the *participation rules;*
electronically tradeable	a land title that is Electronically Tradeable as that term is defined in the *conveyancing rules;*
incoming mortgagee	any mortgagee who is to provide finance to the purchaser on the security of the *property* and to enable the purchaser to pay the whole or part of the price;
mortgagee details	the details which a *party* to the *electronic transaction* must provide about any *discharging mortgagee* of the *property* as at completion;
participation rules	the participation rules as determined by the *ECNL;*
populate	to complete data fields in the *Electronic Workspace*; and
title data	the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry.*

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 The purchaser must –

31.2.1 at least 5 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 clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;

31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;

31.2.3 forward the *settlement cheque* to the payee immediately after completion; and

31.2.4 *serve* evidence of receipt of payment of the *FRCGW remittance.*

31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.

31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.

31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 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 clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –

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.

32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

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SPECIAL CONDITIONS

32. Notice to complete

32.1 The parties must complete by the Completion date and, if they do not, a party may serve a Notice to Complete if that party is otherwise entitled to do so.

32.2 A party entitled to serve a Notice to Complete may serve such a Notice requiring completion at a time and on a day being not less than fourteen (14) days after the date of service of the Notice.

32.3 The Notice will be deemed both at law and in equity sufficient notice to make time of the essence of this Contract notwithstanding that the party serving the Notice has not made any previous request or demand for completion.

32.4 The party serving a Notice to Complete may:-

32.4.1 at any time prior to its expiry, withdraw the Notice to Complete by further notice to the other party; and

32.4.2 at any time thereafter in his absolute discretion issue a further Notice to Complete.

33. Purchaser's acknowledgement

33.1 The Purchaser acknowledges that in entering into this Contract:-

33.1.1 he has not relied upon any representation by the Vendor or the Vendor's Agent, other than any which are expressly set out in this Contract; and

33.1.2 he has made, and relied entirely upon, his own inspections and investigations in respect of the property and the improvements; and

33.1.3 he is purchasing the property, the improvements and the inclusions in their present condition and state of repair, and subject to all structural defects, infestation and dilapidation.

33.2 The Purchaser shall not be entitled to raise any objection, requisition or claim for compensation or seek a reduction in the purchase price, or rescind or terminate this Contract in relation to any of the matters set out in Special Condition 33.1.

34. Death or incapacity

34.1 If either party hereto or any one or more of them shall:-

34.1.1 die; or

34.1.2 become mentally incapacitated; or

34.1.3 be declared bankrupt or assign his estate for the benefit of his creditors or being a company resolves to go into liquidation or has a petition for its winding up presented or enters into a scheme of arrangement with its creditors or should a liquidator, receiver or official manager be appointed in respect thereof;

prior to completion of this Contract, then either party may rescind this Contract by notice in writing to the other party whereupon the provisions of Clause 19 hereof shall apply.

35. Claims by the purchaser

35.1 Clause 7.1.1 is varied by the deletion of the words and figures "5% of the price" and by inserting in lieu thereof the words and figures "two hundred dollars ($200.00)".

36. Vendor's right to rescind

36.1 Clause 8 is varied by the insertion of the following additional Sub-Clause:-

8.3 Any requisition which would result in the Vendor having to spend more than two hundred dollars ($200.00) to satisfy it shall constitute at the Vendor's option "reasonable grounds".

37. Introduction to the property

37.1 The Purchaser warrants to the Vendor that the Purchaser has not been introduced to the property by any estate agent or agency (other than the agent or agency, if any, nominated in this Contract) and the Purchaser hereby agrees to indemnify the Vendor against any claim by any estate agent or agency due to the Purchaser's breach or alleged breach of this warranty to the intent that all damages, costs and expenses on a solicitor and client basis which may be incurred by the Vendor in respect of any such claim or alleged claim shall be paid by the Purchaser to the Vendor. The Vendor warrants to the Purchaser that the Vendor has not given any estate agent or agency (other than the agent or agency, if any, nominated in the Contract) a sole or exclusive agency for the sale of the property. This Clause shall not merge on completion.

38. Interest

38.1 It is an essential term of this Contract that if completion does not take place by the completion date stipulated on the front page of this Contract then the Purchaser shall pay to the Vendor on completion, in addition to the balance purchase money and any other money payable to the Vendor hereunder, interest on the balance purchase money calculated at the rate of 10% per annum computed from the said completion date up until the actual date of completion PROVIDED HOWEVER that should completion be delayed by reason of the Vendor's default then interest shall not be charged for the period during which completion was so delayed.

39. Requisitions

39.1 If the Purchaser makes requisitions pursuant to Clause 5.1, the Purchaser agrees to make the requisitions attached hereto. Nothing herein shall affect the Purchaser's right to make further requisitions pursuant to Clause 5.2.

40. Fencing state of repair

40.1 No objection, requisition or claim for compensation shall be made by the Purchaser should it be found that:-

40.1.1 any fences are not on the correct boundary;
40.1.2 there are any give-and-take fences;
40.1.3 any boundary is not fenced;
40.1.4 there is any defect in any fence;
40.1.5 there are any repairs required to any fence.

41. Area of the property

41.1 The Vendor does not guarantee the correctness of the area of the property.

41.2 No objection, requisition or claim for compensation shall be made by or allowed to either party in respect of any deficiency in relation to the area of the property which may be disclosed by survey or in any other manner.

42. Carrying capacity

42.1 The Vendor gives no warranty as to the condition and carrying capacity of the property and no such warranty shall be deemed or implied from any documents or representations furnished or made by the Vendor or by any other person.

43. Conditions of sale of land by auction

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

Bidders record means the bidders record to be kept pursuant to clause 13 of the Property and Stock Agents Regulation 2014 and section 68 of the Property and Stock Agents Act 2002:

43.1 The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:

(a) The vendor's reserve price must be given in writing to the auctioneer before the auction commences;

(b) A bid for the vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor;

(c) The highest bidder is the purchaser, subject to any reserve price;

(d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final;

(e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor;

(f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person;

(g) A bid cannot be made or accepted after the fall of the hammer;

(h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.

43.2 The following conditions, in addition to those prescribed by subclause 43.1, are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:

(i) All bidders must be registered in the bidders record and display an identifying number when making a bid;

(j) Subject to subclause 43.3, the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person; and

(k) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce 'vendor bid'.

43.3 The following conditions, in addition to those prescribed by subclauses 43.1 and 43.2 are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:

(a) More than one vendor bid may be made to purchase interest of a co-owner;

(b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity;

(c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller;

(d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.

44. Release of Deposit

44.1 Upon request by the Vendor, the Purchaser will authorise the Agent to release the deposit or part thereof for use by the Vendor as deposit on any subsequent purchase. The Vendor warrants:-

44.1.1 that all moneys so released will be paid into the trust account of the Solicitor or Agent of the vendor in respect of any such subsequent purchase and will not be further released.

44.1.2 that the Contract in relation to such subsequent purchase shall contain a Special Condition making completion of that Contract conditional upon completion of this Contract.

44.1.3 that the Vendor will not further mortgage/ mortgage the property hereby sold prior to completion.

45. Easement/Right of Carriageway

45.1 The plan discloses a Right of Carriageway 4 Wide and an Easement for Water Supply 3 Wide which have been extinguished pursuant to the extinguishments of easements herein.

SCHEDULE OF IMPROVEMENTS & INCLUSIONS

OLD HOUSE

☒ HOUSE ☐ garage ☒ carport ☐ home unit ☐ carspace ☐ none
☒ other: shed, water tank, water pump & septic pump

☒ blinds	☐ curtains	☒ insect screens	☒ stove
☒ built-in wardrobes	☒ dishwasher	☒ light fittings	☐ pool equipment
☒ clothes line	☒ fixed floor coverings	☒ range hood	☒ TV antenna

☒ other: ceiling fans, 5x split system air conditioning units

NEW HOUSE

☒ HOUSE ☒ garage ☐ carport ☐ home unit ☐ carspace ☐ none
☒ other: water tank – 110,000.00 gallons, water pumps, septic pump, septic, swimming pool, pool pump house with pool pump & filtration system

☒ blinds	☐ curtains	☒ insect screens	☒ stove
☒ built-in wardrobes	☒ dishwasher	☒ light fittings	☒ pool equipment
☒ clothes line	☒ fixed floor coverings	☐ range hood	☒ TV antenna

☒ other: ceiling fans & ducted air conditioning

LAND REGISTRY SERVICES **Title Search** InfoTrack

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 3/596035

SEARCH DATE	TIME	EDITION NO	DATE
1/7/2021	3:58 PM	9	17/6/2021

LAND

LOT 3 IN DEPOSITED PLAN 596035
AT FEDERAL
LOCAL GOVERNMENT AREA BYRON
PARISH OF CLUNES COUNTY OF ROUS
TITLE DIAGRAM DP596035

FIRST SCHEDULE

VICKI LARRAINE WILLIAMS (T AE357486)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
2 AD168725 RIGHT OF CARRIAGEWAY 12.73 WIDE AFFECTING THE SITE DESIGNATED (A) IN PLAN WITH AD168725

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

infotrack

PLAN FORM 2 — Plan Drawing only to appear in this space — 0596035* OFFICE USE ONLY

DP 596035

Signatures and seals only. -

X

X

An Mortgagee under Mortgage No. [illegible] over or now which relates and or now which relates savings bank Limited hereby consents to the within Plan of Subdivision.
Dated at Sydney this twentieth day of October, 1977.
Signed for and on behalf of
BANK OF NEW SOUTH WALES
SAVINGS BANK LIMITED
by ROBERT MURRAY
who is personally known to me:

Acting Attorney to Chief Security Officer.

An Mortgagee under Mortgage No. [illegible] over or now which relates and or now which relates savings bank Limited hereby consents to the within Plan of Subdivision.
Dated at Sydney this twentieth day of October, 1977.
Signed for and on behalf of
BANK OF NEW SOUTH WALES
SAVINGS BANK LIMITED
by ROBERT MURRAY
who is personally known to me:

Acting Attorney to Chief Security Officer.

Council Clerk's Certificate

I hereby certify that –

(a) the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans), and

*(b) the requirements of section 349 of the Metropolitan Water, Sewerage and Drainage Act, 1924, as amended, / Hunter District Water, Sewerage and Drainage Act, 1938, as amended

have been complied with by the applicant in relation to the proposed SUBDIVISION
(Insert "new road", "subdivision" or "consolidation" (as set out hereon)

Subdivision No. 52/77
Date 17.8.77
(Signature) Council Clerk

*This part of certificate to be deleted where the application is only for a consolidation lot or the opening of a new road or where the land to be subdivided is wholly outside the area of operations of the Metropolitan Water Sewerage and Drainage Board and the Hunter District Water Board
(Delete if inapplicable.

REFERENCE MARKS

COR.	FROM	BEARING	DIST.	
A	RMGIP FD	123° 20'	0·465	FP 609733
B	RMGIP FD	190° 05' 30"	2·19	DP 529655
C	RMGIP	90° 07' 30"	0·939	
D	RMGIP	[illegible]	0·68	
E	RMGIP FD	152° 41' 40"	1·029	R 33848 (Misc)
F	RMGIP	63° 47'	0·99	
G	RMGIP FD	112° 27' 40"	0·55	FP 597719
H	RMGIP	154° 57'	0·935	

DIAGRAM A
NOT TO SCALE

DIAGRAM B
NOT TO SCALE

D.P. 596035

1 DP 577659

2 DP 245632

EASEMENT FOR WATER SUPPLY 5 WIDE

EASEMENT FOR WATER SUPPLY 5 WIDE & 5 WIDE

667 OHDEON OLD PALM TCE

DEDN

50·35 ha EX ROAD DEDN

8ha

2ha

2ha

729·5

DP 596035

Registered: 16-5-1978
C.A.: N° 52/77 OF 17-8-1977
Title System: TORRENS
Purpose: SUBDIVISION
Ref. Map: PARISH *
Last Plan: D.P. 529655 D.P. 577659 D.P. 245632*

PLAN OF SUBDIVISION OF LOT 1 DP 529655, LOT 2 DP 577659 AND LOTS 3 & 8 DP 245632

Reduction Ratio 1: 4 000
Lengths are in metres

Mun./Shire/City: BYRON
Locality: FEDERAL
Parish: CLUNES
County: ROUS

This is sheet 1 of my plan in 1 sheet.
(Delete if inapplicable).

I, KENNETH GEORGE BUCKLEY
of BOLTON, BUCKLEY & ASSOC. (LISMORE)
a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that the survey represented in this plan is accurate and has been made *(I/We) supervision / (I) under my immediate supervision in accordance with the Survey Practice Regulations, 1933, and was completed on 1 ..... 22ND JULY, 1977.

Signature [illegible]
*Surveyor registered under Surveyors Act, 1929, as amended. / Person (Class of Astronaut) (C). / *Strike out inapplicable (1) or (2). (Insert date of survey.)

Panel for use only for statements of intention to dedicate public roads or to create public reserves, drainage reserves, easements or restrictions as to user.

PURSUANT TO SEC 88B OF THE CONVEYANCING ACT 1919-1947, IT IS INTENDED TO CREATE:-

1. EASEMENT FOR WATER SUPPLY 5 WIDE & 5 WIDE
2. EASEMENT FOR WATER SUPPLY 5 WIDE

M.P.D.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Surveyor's Reference: L157 17/3/78 B.

I, Bruce Richard Davies, Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this 22nd day of May, 1978

D.P. 596035

Y:\Doc:DP 0596035 P /Rev:05-Sep-1992 /NSW LRS /Pgs:ALL /Prt:01-Jul-2021 15:58 /Seq:1 of 1
Office of the Registrar-General /Src:INFOTRACK /Ref:20210222
R113488

q:R113489 /Doc:DL AD168725 /Rev:20-Jul-2007 /NSW LRS /Pgs:ALL /Prt:01-Jul-2021 15:58 /Seq:1 of 6
Office of the Registrar-General /Src:INFOTRACK /Ref:20210222

Form: 01TG
Release: 2.0
www.lands.nsw.gov.au

TRANSFER GRANTING EASEME

New South Wales
Real Property Act 1900

AD168725L

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

(A) **TORRENS TITLE**

Servient Tenement	Dominant Tenement
3/596035	5/600770

(B) **LODGED BY**

Document Collection Box	Name, Address or DX and Telephone	CODE
462H	Universal Title Searchers LLPN: 12332K Reference: Warwick 23/9911	TG

(C) **TRANSFEROR**

Robert Ian GRANT and Susan Margaret GRANT

(D) The transferor acknowledges receipt of the consideration of $

and transfers and grants—

(E) **DESCRIPTION OF EASEMENT**

Right of Carriageway 12.73 wide

out of the servient tenement and appurtenant to the dominant tenement.

(F) Encumbrances (if applicable):

(G) **TRANSFEREE**

Warwick Maxwell DENSHIRE

DATE 30 April 2007

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

Certified correct for the purposes of the Real Property Act 1900 by the transferor.

Signature of witness:

Name of witness: TREVOR JOHN STEPHENSON
Address of witness: 2/94 MAIN STREET
ALSTONVILLE NSW 2477

Signature of transferor:

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

Certified correct for the purposes of the Real Property Act 1900 by the transferee.

Signature of witness:

Name of witness: RICHARD MURPHY
Address of witness: 29 King St Newcastle NSW
SOLICITOR

Signature of transferee:

q:R113489 /Doc:DL AD168725 /Rev:20-Jul-2007 /NSW LRS /Pgs:ALL /Prt:01-Jul-2021 15:58 /Seq:2 of 6
Office of the Registrar-General /Src:INFOTRACK /Ref:20210222

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

DP 596035
DP 600770

Full name and address of Proprietors of the Land	ROBERT IAN GRANT and SUSAN MARGARET GRANT of 200 Federal Drive, Eureka in the State of New South Wales (as to the land comprised in Lot 3 DP 596035) WARWICK MAXWELL DENSHIRE of 10 Pheonix Road, Black Hill in the said State (as to the land comprised in Lot 5 DP 600770)

PART 1 (Creation)

1. Identity of Easement or Restriction firstly referred to in the abovementioned plan	**Easement for Right of Carriageway 4 wide**
	Schedule of lots, etc affected
Lots Burdened	Lots Benefited
Lots 5 DP 600770	**Lot 3 DP 596035**
2. Identity of Easement or Restriction secondly referred to in the abovementioned plan	**Easement for Carriageway 12.73 wide and variable**
	Schedule of lots, etc affected
Lots Burdened	Lots Benefited
Lot 3 DP 596035	**Lot 5 DP 600770**

Lisa Grant

3. Identity of Easement or Restriction thirdly referred To in the abovementioned plan	**Easement for water supply 3 wide**

Lots Burdened	Lots Benefited
Lot 3 DP 596035	**Lot 5 DP 600770**
Lot 5 DP 600770	**Lot 3 DP 596035**

PART 1A (Release)

4. Identity of Easement or Restriction fourthly referred To in the abovementioned plan	**Easement for water supply 3 wide**

Lots Burdened	Lots Benefited
Lot 5 DP 600770	**Lot 3 DP 596035**

PART 2

1. Terms of Easement for Right of Carriageway 4 wide firstly referred to in the abovementioned plan:

A Right of Carriageway for the registered proprietor of the Lot benefited from time to time including his successors and assigns and persons authorised by the said registered proprietor to pass along the Easement for Right of Carriageway 4 wide on foot and with or without vehicles.

The registered proprietors of the Lot benefited and the Lot burdened from time to time including successors and assigns covenant and it is a condition of this Easement that for the duration of this Easement they shall jointly maintain and repair the site of the Carriageway in a proper state of repair and shall jointly bear the cost of maintenance and repair.

If there is any dispute relating to the need to carry out work under this clause, the nature of the work, its reasonable cost, or the parties contribution to the cost, that dispute shall be determined by a single arbitrator appointed under the Commercial Arbitration Act 1984 whose determination shall be conclusive.

The registered proprietor of the Lot benefited shall, at his expense be entitled to erect and maintain a locked gate at each end of the Right of Carriageway subject to him providing keys to the registered proprietor from time to time including the successors and assigns of the Lot burdened who shall acknowledge that such gates shall be kept closed and locked when not in use.

Rose Crescent

q:R113489 /Doc:DL AD168725 /Rev:20-Jul-2007 /NSW LRS /Pgs:ALL /Prt:01-Jul-2021 15:58 /Seq:4 of 6
Office of the Registrar-General /Src:INFOTRACK /Ref:20210222

Name of Person empowered to release, vary or modify the easement FIRSTLY referred to herein:

The Registered Proprietor of the Lot benefited for the time being.

Name of Person empowered to release, vary or modify the easement SECONDLY referred to herein:

The Registered Proprietor of the Lot benefited for the time being.

Name of Person empowered to release, vary or modify the easement THIRDLY referred to herein:

The Registered Proprietor of the Lot benefited for the time being.

SIGNED in my presence by)
ROBERT IAN GRANT)
.....

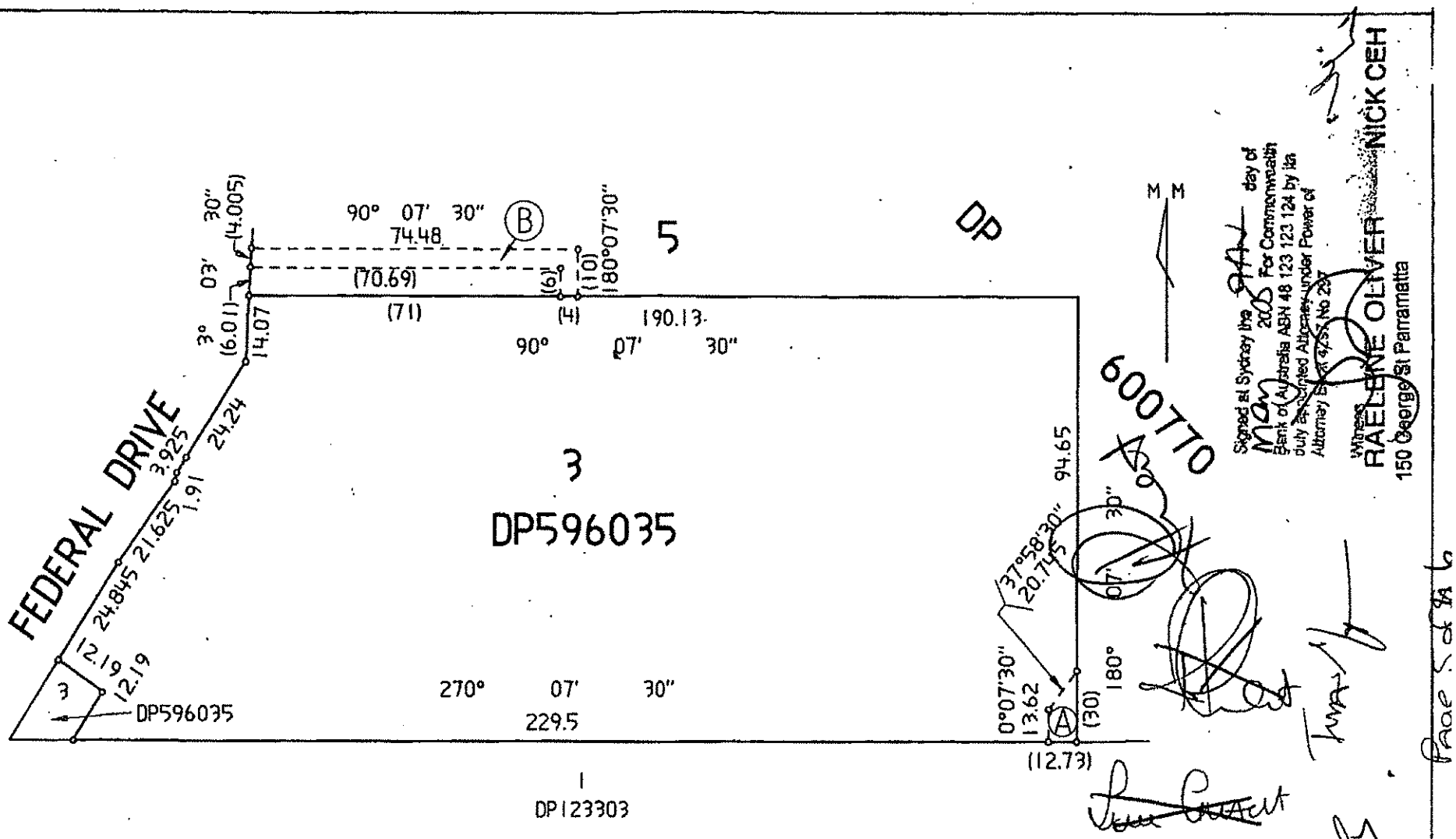
.....

SIGNED in my presence by)
SUSAN MARGARET GRANT)
.....

.....

SIGNED in my presence by)
WARWICK MAXWELL DENSHIRE)
.....

.....
RICHARD MURPHY
29 King St Newcastle NSW
SOLICITOR



PLAN SHOWING PROPOSED RIGHT OF CARRIAGEWAY 12.73 WIDE WITHIN LOT 3 DP596035 AND PROPOSED RIGHT OF CARRIAGEWAY 4 WIDE WITHIN LOT 5 DP600770

(A) PROPOSED RIGHT OF CARRIAGEWAY 12.73 WIDE

(B) PROPOSED RIGHT OF CARRIAGEWAY 4 WIDE

AT FEDERAL

LGA OF BYRON, PARISH OF CLUNES, COUNTY OF ROUS

SCALE 1:2500

DONALD R TAYLOR 29.1.05

SURVEYOR REGISTERED UNDER THE SURVEYING ACT 2002

SURV. REF.-04/202 File 2005M7100(64)

Signed at Sydney this day of 2005 For Commonwealth Bank of Australia ABN 48 123 123 124 by its duly Authorised Attorney under Power of Attorney Book 4293 No 297

Witness RAELENE OLIVER NICK CEH
150 George St Parramatta

Page 5 of 6

q:R113489 /Doc:DL AD168725 /Rev:20-Jul-2007 /NSW LRS /Pgs:ALL /Prt:01-Jul-2021 15:58 /Seq:5 of 6
Office of the Registrar-General /Src:INFOTRACK /Ref:20210222

Annexure A

Mortgagee Consent Commonwealth Bank of Australia

SIGNED SEALED AND DELIVERED BY

Manager Post Settlements

Elizabeth Constable

of the Commonwealth Bank of Australia, the duly constituted Attorney of the said bank in the presence of,

COMMONWEALTH BANK OF AUSTRALIA by its attorney who is the MANAGER POST SETTLEMENTS for the time being at Sydney and who is the attorney mentioned and referred to in Power of Attorney registered in the Land and Property Information Book 4297 No 297

Gemma Hart

GEMMA LOUISE HART
150 George Street Parramatta

E. Constable

Elizabeth Constable

Form: 20ECE
Release: 3.2
Licence: 01-05-096
Licensee: LEAP Legal Software Pty Limited
Firm name: Robert Parrey & Assoc Pty Ltd T/A Hungerford Lehmann

CANCELLATION OR EXTINGUISHMENT OF EASEMENT

New South Wales
Section 47(6A) Real Property Act 1900
Section 89(8) Conveyancing Act 1919

Leave this space clear. Affix additional pages to the top left-hand corner.

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

(A) **TORRENS TITLE**

Servient Tenement (land burdened)	Dominant Tenement (land benefited)
5/600770	3/596035

(B) **EASEMENT CANCELLED / EXTINGUISHED**

Number of Easement	Nature of Easement
AD168726	Right of carriageway 4 affecting the site designated (B) in Plan with AD168726

(C) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
	Email:	EC
	Reference:	

(D) **APPLICANT**

Vicki Larraine Williams E.A.

(E) **CANCELLATION Section 47(6A) Real Property Act 1900**

The applicant, being the registered proprietor of the dominant tenement, applies to have the recording of the easement referred to above cancelled as regards the abovementioned land and annexes hereto (marked A) the consent of any registered lessee, mortgagee or chargee.

EXTINGUISHMENT Section 89(8) Conveyancing Act 1919 NOT APPLICABLE

The applicant applies to have all necessary recordings made in the Register to give effect to the order of the Supreme Court dated N.A. (an office copy of which is annexed marked N.A.) N.A. extinguishing the easement referred to above.

DATE 19/05/2021

(F) I certify that I am an eligible witness and that the applicant signed this dealing in my presence.
[See note* below]

Signature of witness: E.R.A.

Name of witness: Elyse Anderson
Address of witness: 64 McCaughans Lane, Mullumbimby

Certified correct for the purposes of the Real Property Act 1900 by the applicant.

Signature of applicant: V Williams

s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

8325

Form: 20ECE
Release: 3.2
Licence: 01-05-096
Licensee: LEAP Legal Software Pty Limited
Firm name: Robert Parrey & Assoc Pty Ltd T/A Hungerford Lehmann

CANCELLATION OR EXTINGUISHMENT OF EASEMENT

New South Wales
Section 47(6A) Real Property Act 1900
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Leave this space clear. Affix additional pages to the top left-hand corner.

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

(A) **TORRENS TITLE**

Servient Tenement (land burdened)	Dominant Tenement (land benefited)
5/600770	3/596035

(B) **EASEMENT CANCELLED / EXTINGUISHED**

Number of Easement	Nature of Easement
AD168727	Easement for water supply 3 wide affecting the site designated (A) in plan with AD168727

(C) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
	Email:	EC
	Reference:	

(D) **APPLICANT**

Vicki Larraine Williams

(E) **CANCELLATION Section 47(6A) Real Property Act 1900**

The applicant, being the registered proprietor of the dominant tenement, applies to have the recording of the easement referred to above cancelled as regards the abovementioned land and annexes hereto (marked A) the consent of any registered lessee, mortgagee or chargee.

EXTINGUISHMENT Section 89(8) Conveyancing Act 1919 NOT APPLICABLE

The applicant applies to have all necessary recordings made in the Register to give effect to the order of the Supreme Court dated N.A. (an office copy of which is annexed marked N.A.) N.A. extinguishing the easement referred to above.

DATE 19/05/2021

(F) I certify that I am an eligible witness and that the applicant signed this dealing in my presence.
[See note* below]

Signature of witness:

Name of witness: Elyse Anderson
Address of witness: 64 McCaughans Lane, Mullumbimby

Certified correct for the purposes of the Real Property Act 1900 by the applicant.

Signature of applicant:

*s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

8326

Certificate No: 20210872
Date: 02/07/2021
Receipt No: BSCCERT69
Your Reference: EA:DP:20210222

Hungerford Lehmann Solicitors
Email: admin@rpalaw.com.au

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

Property: **200 Federal Drive FEDERAL 2480**
Description: **LOT: 3 DP: 596035**
Parish: **Byron**
County: **Rous**
Parcel No: **114550**

---

1. Names of relevant planning instruments and DCPs

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

Byron Local Environmental Plan 2014

State Environmental Planning Policies – refer to Annexure 1

(2) The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).

Draft State Environmental Planning Policies – refer to Annexure 1

Planning Proposals – refer to Annexure 2.

(3) The name of each development control plan that applies to the carrying out of development on the land.

Byron Shire Development Control Plan (DCP) 2014.

2. Zoning and land use under relevant LEPs

For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described):

(a) the identity of the zone
(b) the purpose for which the instrument provides that development may be carried out within the zone without the need for development consent,
(c) the purposes for which the instrument provides that development may not be carried out within the zone except with development consent,
(d) the purposes for which the instrument provides that development is prohibited within the zone,
(e) whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions fixed,
(f) whether the land includes or comprises critical habitat,
(g) whether the land is in a conservation area (however described),
(h) whether an item of environmental heritage (however described) is situated on the land.

BYRON LOCAL ENVIRONMENTAL PLAN 2014

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

Zone RU1 Primary Production

1 Objectives of zone

- To encourage sustainable primary industry production by maintaining and enhancing the natural resource base.
- To encourage diversity in primary industry enterprises and systems appropriate for the area.
- To minimise the fragmentation and alienation of resource lands.
- To minimise conflict between land uses within this zone and land uses within adjoining zones.
- To encourage consolidation of lots for the purposes of primary industry production.
- To enable the provision of tourist accommodation, facilities and other small-scale rural tourism uses associated with primary production and environmental conservation consistent with the rural character of the locality.
- To protect significant scenic landscapes and to minimise impacts on the scenic quality of the locality.

2 Permitted without consent

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

3 Permitted with consent

Agriculture; Airstrips; Animal boarding or training establishments; Aquaculture; Business identification signs; Camping grounds; Community facilities; Dual occupancies; Dwelling houses; Environmental facilities; Extractive industries; Farm buildings; Flood mitigation works; Forestry; Helipads; Home businesses; Home industries; Industrial retail outlets; Industrial training facilities; Intensive livestock agriculture; Intensive plant agriculture; Landscaping material supplies; Open cut mining; Places of public worship; Plant nurseries;

Recreation areas; Restaurants or cafes; Roads; Roadside stalls; Rural industries; Rural supplies; Rural workers' dwellings; Secondary dwellings; Tourist and visitor accommodation; Veterinary hospitals

4 Prohibited

Backpackers' accommodation; Hotel or motel accommodation; Serviced apartments; Any other development not specified in item 2 or 3

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

2(e) The dimensions of the land have no bearing as to whether or not a dwelling-house may be erected on the land.

2(f) The land does not include or comprise critical habitat

2(g) The land is not in a conservation area

2(h) An item of environmental heritage is not situated on the land

2A. Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006

Not applicable

3. Complying Development

(1) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

(2) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Complying development under General Housing Code

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

Complying development under Low Rise Housing Diversity Code

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

Complying development under the Greenfield Housing Code

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

Note:

Development on land subject to both the Housing Code and the Greenfield Housing Code may be assessed as complying development under either code. This will change on 6 July 2021. From this date, complying development may only take place under the Greenfield Housing Code.

Complying development under the Rural Housing Code

Because of the provisions of clause 1.19 of SEPP (Exempt & Complying Development Codes) 2008, complying development may not be carried out on any part of the land as the land is wholly unsewered land in a drinking water catchment identified in Byron Local Environmental Plan 2014.

Complying development under the Commercial & Industrial (New/Additions) Code

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

Complying development under the Container Recycling Facilities Code

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

Complying development under the General Development Code and Housing Alterations Code

Because of the provisions of clause 1.19 of SEPP (Exempt & Complying Development Codes) 2008, complying development may not be carried out on any part of the land as the land is wholly unsewered land in a drinking water catchment identified in Byron Local Environmental Plan 2014.

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

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

4. Repealed 3/4/18

4A. Repealed 3/4/18

4B. Annual charges for coastal protection services under *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works.
Whether the owner (or any previous owner) of the land has 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).

Council is not aware of such a consent.

5. Mine subsidence
whether or not the land is proclaimed to be a mine subsidence district within the meaning of section 15 of the *Mine Subsidence Compensation Act 1961*.

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

6. Road widening and road realignment
whether or not the land is affected by any road widening or road realignment under:

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

Not affected

(b) any environmental planning instrument, or

Not affected

(c) any resolution of the council

Not affected

7. Council and other public authority policies on hazard risk restrictions whether or not the land is affected by a policy:

(a) adopted by the council, or
(b) adopted by any other public authority and notified to the council for the express purpose of its authority being referred to in planning certificates issued by the council, that restricts the development of the land because of the likelihood of land slip, inundation, subsidence, acid sulphate soils or any other risk (other than flooding).

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

Management of Contaminated Land Policy No 5.61.

(b) The land is not affected by a policy adopted by another public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soil and any other risk (other than flooding).

7A. Flood related development controls

(1) If the land or part of the land is within the flood planning area and subject to flood related development controls.

The land or part of the land is not within the flood planning area and not subject to flood related development controls.

(2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.

The land or part of the land is not between the flood planning area and the probable maximum flood and not subject to flood related development controls.

(3) In this clause—

flood planning area has the same meaning as in the Floodplain Development Manual.

Floodplain Development Manual means the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

probable maximum flood has the same meaning as in the Floodplain Development Manual.

8. Land reserved for acquisition
Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

BYRON LOCAL ENVIRONMENTAL PLAN 2014

No provision is made for acquisition of the land.

PROPOSED ENVIRONMENTAL PLANNING INSTRUMENT

Not applicable.

9. Contributions plans
The name of each contributions plan applying to the land.

Applications lodged after 21 November, 2001 and prior to 1 January 2013 are subject to contributions levied in accordance with the Byron Shire Council Section 94 Development Contributions Plan 2005 (incorporating Amendment No 1) for community facilities, open space, roads, car parking, cycleways, civic and urban improvements, shire support facilities and administration. The Byron Shire Council Section 94 Development Contributions Plan 2005 (incorporating Amendment No 1) remains in force for the purposes of collection of contributions levied under its terms.

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

9A. Biodiversity certified land

The land is not biodiversity certified land.

10. 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*

10A. Native vegetation clearing set asides

The land does not contain a set aside area under section 60ZC of the *Local Land Services Act 2013*

11. Bush fire prone land

None of the land is bush fire prone land.

12. Property vegetation plans

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

13. Orders under Trees (Disputes Between Neighbours) Act 2006

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

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

14. Directions under Part 3A

No direction by the Minister pursuant to section 75P (2) (c1) of the *Environmental Planning & Assessment Act* is in force.

15. Site compatibility certificates and conditions for seniors housing

(a) Council is not aware of any current site compatibility certificates (seniors housing) in respect of proposed development on the land.

(b) No terms referred to in clause 18(2) of *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004* have been imposed as conditions of consent to a development application for the land granted after 11 October 2007.

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

Council is not aware of any valid site compatibility certificate (infrastructure, schools or TAFE establishments) in respect of proposed development on the land.

17. Site compatibility certificates and conditions for affordable rental housing

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

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

18. Paper subdivision information

(1) The name 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.

(2) The date of any subdivision order that applies to the land.

(1) Not applicable.

(2) Not applicable.

19. Site verification certificates

Council is not aware of a current site verification certificate in respect of the land.

20. Loose-fill asbestos insulation

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

21. Affected building notices and building product rectification orders

(1) Council is not aware of any affected building notice (within the meaning of Part 4 of the *Building Products (Safety) Act 2017*) that is in force with respect to the land.

(2) Council is not aware of any outstanding notice of intention to make a building product rectification (within the meaning of the *Building Products (Safety) Act 2017)* having been given with respect to the land.

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

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

(b) that the land to which the certificate relates is subject to a management order – if it is subject to such an order at the date when the certificate is issued,

(c) that the land to which the certificate relates is the subject of an approved voluntary management proposal – if it is the subject of such an approved proposal at the date when the certificate was issued,

(d) that the land to which the certificate relates is subject to an ongoing maintenance order – if it is subject to such an order at the date when the certificate is issued,

(e) that the land to which the certificate relates is the subject of a site audit statement - if a copy of such a statement has been provided at any time to the local authority issuing the certificate.

(a) The land (or part of the land) is not significantly contaminated as at the date this certificate is issued.

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

(b) The land is not subject to a management order as at the date this certificate is issued.

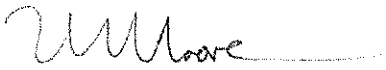
(c) The land is not the subject of an approved voluntary management proposal as at the date this certificate is issued.

(d) The land is not subject to an ongoing maintenance order as at the date this certificate is issued.

(e) The land is not the subject of a site audit statement as at the date this certificate is issued.

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

Mark Arnold
General Manager



Per .....

ANNEXURE 1

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

SEPP NO.	TITLE	LAND AFFECTED
21	Caravan Parks	Applies to the State.
22	Shops and Commercial Premises	Applies to the State
32	Urban Consolidation (Redevelopment of Urban Land)	Urban Land
33	Hazardous and Offensive Development	Applies to the State.
36	Manufactured Home Estates	Applies to the Shire.
50	Canal Estate Development	Applies to the Shire
55	Remediation of Land	Applies to the State
64	Advertising and Signage	Applies to the State
65	Design Quality of Residential Flat Development	Applies to the State but only to developments of 3 storeys or more
65	Amendment to SEPP 65 Design Quality of Residential Flat Development	Applies to the State
70	Affordable Housing (Revised Schemes)	Applies to State
	State Environmental Planning Policy (Major Development) 2005	Applies to the State
	State Environmental Planning Policy (Building Sustainability Index: Basix) 2004	Applies to the State
	State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007	Applies to the State
	State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004	Applies to the State – See Clause 4 of the Policy
	State Environmental Planning Policy (Infrastructure) 2007	Applies to the State
	State Environmental Planning Policy (Exempt and Complying Development Codes) 2008	Applies to the State
	State Environmental Planning Policy (Affordable Rental Housing) 2009	Applies to the State
	State Environmental Planning Policy (State and Regional Development) 2011	Applies to the State
	State Environmental Planning Policy (Coastal Management) 2018	This Policy applies to land within the coastal zone as defined under the *Coastal Management Act 2016*
	State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017	Applies to non-rural lands of the State
	State Environmental Planning Policy (Primary Production and Rural Development) 2019	Applies to the State
	State Environmental Planning Policy (Koala Habitat Protection) 2021	Applies to the Shire.

DRAFT LOCAL ENVIRONMENTAL PLAN/S No/S PLACED ON EXHIBITION PURSUANT TO SCHEDULE 1 (4) OF THE ACT

Amendment to Byron LEP 2014 - Planning Proposal to define and then require development consent for short term rental accommodation. It also establishes the circumstances in which short term rental accommodation would be exempt development. This planning proposal directly affects all land within zones where dwelling houses are permitted under Byron LEP 2014.

26.2017.4.1 - Amendment to Byron LEP 2014 – Planning Proposal for rezoning and reclassifying part Lot 22 DP 1073165 Stuart Street Mullumbimby. In addition the Planning Proposal will seek to introduce a new zone R1 General Residential to the Byron LEP 2014 which includes clauses relating to housing diversity. The Planning Proposal also seeks to introduce a "key sites map" for housing diversity. Lot 22 will be the first location to appear on the map if the Planning Proposal is successful. If successful it is hoped the Planning Proposal will facilitate diverse and accessible future housing on Lot 22, Stuart Street Mullumbimby.

26.2018.2.1 - Planning Proposal to amend Byron LEP 2014 and Byron LEP 1988 to permit community title subdivision of land at Lot 1 DP 1031848 Broken Head (The Linnaeus Estate). The objective of this planning proposal is to identify the subject land in appropriate schedules of the LEPs to permit the creation of a neighbourhood community title scheme comprising 33 neighbourhood lots and one lot for common property, consistent with the Byron Rural Land Use Strategy.

26.2017.6.1 - Amendment to Byron LEP 2014 – Planning Proposal to amend the planning controls for the Byron Bay town centre as per the strategic objectives in the Byron Bay Town Centre Masterplan. The proposed amendments relate to the town centre and include the introduction of a new B3 commercial core zone, removal of the floor space ratio controls, an amendment to the height of buildings map and introduce a building height allowance map. A number of local provisions are also proposed including controls for design excellence, maximum carpark provisions for mixed use development, active street frontages and facilitating compatible mixed use development.

26.2019.11.1 – Amendment to Byron LEP 2014 – Planning Proposal to obtain a Dwelling Entitlement for Lot 6 DP 8385, 83 Yagers Lane Skinners Shoot. Specifically, the planning proposal intends to amend Schedule 1 of LEP 2014 so that a dwelling house is permitted with consent on the lot. The site contains an existing unauthorised dwelling house.

26.2017.6.1 - Amendment to Byron LEP 2014 – Planning Proposal to amend the planning controls for the Byron Bay town centre as per the strategic objectives in the Byron Bay Town Centre Masterplan. The proposed amendments relate to the town centre and include the introduction of a new B3 commercial core zone, a design excellence clause, an amendment to the height of buildings map and introduction of a building height allowance map. A number of local provisions are also proposed including controls for design excellence, active street frontages and facilitating compatible mixed use development.

26.2020.6.1 – Amendment to Byron LEP 2014 – Planning Proposal to amend a number of policies and maps. The amendments are housekeeping in nature and address several unrelated parts of the LEP. The objective of this planning proposal is to update out-of-date information, close loopholes and correct mapping anomalies.

26.2020.7.1 - Amendment to Byron LEP 2014 – Planning Proposal to apply environmental zones and non-environmental zones to approximately 2,200 properties in accordance with the Northern Councils E Zone Review Final Recommendations Report prepared by the Department of Planning and Environment. The planning proposal represents 'Stage 3' of a staged program to integrate land identified as "deferred matters" into Byron Local Environmental Plan (LEP) 2014, and includes

the application of environmental zones to certain "non-Deferred Matter" areas already included in LEP 2014. The Planning Proposal will amend the LEP 2014 zoning maps and other related LEP maps, for example Lot Size, Height of Building, Floor Space Ratio, Drinking Water Catchment and Acid Sulfate Soils Maps.

26.2019.10.1 – Amendment to Byron LEP 2014 – Planning Proposal to rezone land at Bayshore Drive, Byron Bay to E4 Environmental Living. The rezoning would enable a large-lot subdivision of the land to create 9 residential lots, each with a single dwelling entitlement. The proposed zoning for these lots is E4 Environmental Living, which is a new zone not currently used within the Shire. The E4 zone is proposed to apply only to cleared land within the site.

26.2016.6.1 – Amendment to Byron LEP 2014 – Planning Proposal to provide an approval pathway for existing unauthorised land uses at The Farm, Ewingsdale. The Planning Proposal will establish a local provisions map that will identify a rural activity precinct and a farming precinct on the site. The proposed planning controls will ensure that primary production remains the dominant use of the land, and that the additional uses will maintain an essential association with that farming.

26.2020.5.1 – Amendment to Byron LEP 2014 – Planning Proposal to rezone vacant land at 158 Jonson Street, Byron Bay to permit a car park. The privately owned land is proposed to be rezoned from SP2 (rail corridor) to SP2 (car park) and Environmental Zones.

26.2019.1.1 – Amendment to Byron LEP 2014 – Planning Proposal to permit the creation of a neighbourhood Community Title scheme comprising up to 15 neighbourhood lots and one lot for an association property that includes the Yankee Creek waterway and suitable riparian buffers. No more than one dwelling will be permitted on each lot. The subject land will be identified on the relevant Multiple Occupancy and Community Title Map to LEP 2014 along with a numerical label specifying the maximum number of neighbourhood lots permitted for subdivision.

File No.WAB/ABY/114550B x 70.2011.1007.1./#1222984
Contact: 02 6626 7050

24 April 2012

Ms V L Williams
200 Federal Drive
FEDERAL NSW 2480

Dear Ms Williams

LOCAL GOVERNMENT ACT 1993
(Section 68: C6)
APPROVAL TO OPERATE AN ON-SITE SEWAGE MANAGEMENT SYSTEM

Approval No.	**70.2011.1007.1.**
Parcel No.	**114550**
Property Description	**LOT: 3 DP: 596035** **200 Federal Drive FEDERAL**
Operator	**Ms V L Williams**
System	**Septic / Sullage Tank** **Pumpwell** **Sand Filters** **Subsurface Flow Wetlands** **Evapotranspiration / Absorption Beds**

This approval is issued under the provisions of the NSW Local Government Act 1993 and Local Government (General) Regulation 2005. The approval is conditional upon the following requirements being satisfied:

1) Council reserves the right to revoke or modify an approval issued for the operation of a sewage management facility. This may include reducing the duration of length of time that an approval is valid and/or placing additional management or monitoring conditions on the approval where a problem with a system is identified.

2) The operator has approval to operate a Sewage Management Facility comprising the following:
   (a) Septic / Sullage Tank (5000 L)
   (b) Pumpwell (1500 L)
   (c) Intermittent Sand Filters (2 x 3m x 2.4m)
   (d) Subsurface Flow Wetlands (2 x 3m x 2.4 m)
   (e) Evapotranspiration / Absorption Beds (3 x 18m x 2m)
   (f) All Waste Treatment Devices must be accredited by NSW Health. Tanks must bear the standard mark (AS1546-1990).

3) The proposed wastewater system is to be operated generally in accordance with:
   (a) This approval: 70.2011.1007.1 and 10.2010.387.1;
   (b) NSW Environment and Health Protection Guidelines;
   (c) Council specifications – see attached: AOS-ST, AOS-PW, AOS-SF, AOS-WL, AOS-ETA;

(d) the report *'On-site Wastewater Management Report for Proposed Dual Occupancy at Lot 3 DP 596035. 200 Federal Road, Federal"*, TS10630 of Trine Solutions, dated 30 June 2010; and
(e) any notations (IN RED) which have been added for technical clarity.

4) The on-site sewage management system (OSMS) has been designed for treatment of a wastewater loading of 9 persons.

5) The system shall be maintained and serviced **annually** by a suitably qualified and experienced person tradesperson;

6) Any failure of the OSMS likely to cause a risk to public health or the natural environment shall be reported to Byron Shire Council within seven days of the failure occurring. Strict penalties apply for failure to notify pollution events.

7) This approval is valid until 24 April 2017 or until such time that the ownership of the property is transferred, or until the OSMS is altered or modified. It is important that no additions, alterations or modifications are carried out on the OSMS without first obtaining Council approval.

REASONS
These conditions have been imposed to ensure the effective operation of the sewage management facility for the following reasons:

1. To ensure compliance with the Local Government Act 1993.
2. To ensure compliance with the Local Government (General) Regulation 2005.
3. To protect public health and the environment surrounding the installation site, including;
   a. Prevent the spread of disease by micro-organisms,
   b. Prevent the spread of foul odours,
   c. Prevent the contamination of water,
   d. Prevent the degradation of soil and vegetation,
   e. Discourage insect pests and vermin,
   f Ensure that persons do not come into contact with untreated sewage or effluent (whether treated or not) in their ordinary activities on the premises concerned,
   g. Minimise any adverse impacts on the amenity of the land on which it is installed or constructed and other land in the vicinity of that land.
4. To maintain ecologically sustainable waste management practises while the land is being used for human habitation purposes.

NOTE: Rights of Appeal

You are advised of your rights to request a review of Council's determination pursuant to Section 100 of Local Government Act 1993. Such a request must be made within 28 days of the date of determination. A fee is payable in respect to this request.

Wayne Bertram
Authorised Officer of Approval

Note: *This Notice, inspections relating to it and actions arising there from relate only to on-site sewage management issues. Council's Environmental Services Team is not responsible for the management of compliance issues, such as whether or not the dwelling or any structures on the land are lawful under the Environmental Planning and Assessment Act 1997 (EP&AA) or the Local Government Act 1993 (LGA). This Notice, inspections relating to it, and actions arising from these do not address any other issues. Actions required to be taken by, and those taken in compliance with, Notices and/or Orders issued by Council's Environmental Services Team do not operate as any form of sanction or approval of any other compliance issue which may exist on or relating to the property or activities on it and Council remains empowered to take such compliance action as is available to it in respect any other compliance issue notwithstanding that Notices and/or Orders issued by Council's Environmental Services Team have been complied with.*
Any document forwarded to you by Council's Environmental Services Team is not intended to be, and should not be taken to be, a representation as to whether or not the dwelling or any structures on the land are lawful under the EP&AA or the LGA and should not be relied upon as such.

AOS-ST

SEPTIC AND SULLAGE TANKS

OPERATIONAL REQUIREMENTS

The septic tank installed on the property is limited in the design of connected fixtures and maximum capacity of the system.

1. Minimise water usage in the building to reduce the volume of wastewater (hydraulic load) required to be stored and treated by the system. Overloading the system should be avoided.

2. Minimise biological and chemical substances entering the system by choosing to use a kitchen sink strainer, and minimising the use of laundry and general cleaning chemicals. Biologically harmful chemicals such as bleach and disinfectants should be used sparingly in any fixtures connected to the system.

3. Do not discharge grease, oil, paint, pesticides, chemicals or medications. The system does not have the complexity to properly decompose large quantities or complex organic compounds arising from such sources. The best option is to prevent such products from entering the system. Insoluble plastics and materials should not be added to the system.

4. Ensure that the septic tank is not connected to roof stormwater pipes or water tank overflow pipes. It is also important that the top of the tank is maintained sealed so as to prevent water entering the tank and overloading the system.

5. The septic tank will gradually fill with insoluble soil and materials over time through the process of storing and treating your wastewater. This reduction in the capacity of the tank is best managed by 'pumping out' the insoluble sludge at least every five years (more frequently if monitoring indicates that it is necessary). Licensed contractors can be found in the local "Yellow Pages" to perform this routine service. The use of unlicensed contractors may result in damage to the tank fittings.

   Failure to regularly pump out your septic tank may result in costly failure of your land application area, and public health and environmental impacts on the land.

6. Protect the septic tank (and connecting pipes) from damage by vehicles, heavy animals such as cattle and horses, or large trees / roots.

MAINTENANCE REQUIREMENTS

1. Check sludge and scum depth at least annually. Pump out sludge every 3-5 years.

2. If an outlet filter is installed in the septic tank, clean as per manufacturer's instructions, and replace. Ensure that contaminated filter material is returned to the septic tank.

3. Check for system failures which are generally indicated by:
   (a) Plumbing fixtures and fitting not draining properly indicate a damaged or blocked pipe or possible septic tank failure.
   (b) Surcharge of effluent at ground level either around the tank, or down the slope at the land application area/s.
   (c) Foul odour emanating from the tank or land application area/s.
   Call a licensed plumber if you have concerns that your system is failing.

AOS-PW

PUMP WELL - PUMP TO IRRIGATION

OPERATION REQUIREMENTS

All wastewater treatment systems have a limited hydraulic capacity. Where usage exceeds design capacity a public health risk or environmental harm may occur.

The pump well was designed with sufficient capacity to ensure that if the pump line is blocked or the pump has failed, that the wastewater will not immediately overflow. A warning alarm or light should be maintained to indicate when a problem exists. Do not disconnect this alarm, as the replacement of damaged pump and components could be very expensive. The alarm is an early warning device to protect you and your system. When the warning device activates, cease all discharges of household wastewater to the system until the cause is investigated.

The electricity connections to the pump need to be maintained for reliable operation of the pump well. Any works on electrical components must be undertaken by a qualified electrical contractor.

The location of 'in-line' filters needs to be regularly checked. If a filter becomes blocked, and this blockage is not rectified, the pump will fail and treated effluent may overflow from the pump well. The on-site sewage management system cannot be used until the pump is functioning correctly. Council cautions anyone who removes required filters and fails to replace them as required. 'In-line' filters are a critical component to ensure that parts of pipework and irrigation system do not become blocked and ultimately fail completely. Replacement of sub-surface irrigation areas can be expensive, if the pipes become blocked and cease to function.

MAINTENANCE REQUIREMENTS

1. A qualified service provider should routinely check the pump well tank, pump operation and warning device at least every three months. System failures are generally indicated by:
   a. Activation of the warning device / alarm.
   b. Surcharge of effluent from the septic or pump well tanks or household drainage fittings.
   c. Foul odours emanating from the tank or disposal system.
   d. Excessive sludge levels in the septic tank and overflow of solids into the pump well.

2. The land application area should be checked at the same time as the pump well operation, to ensure that the connecting pipework is functioning as required for the sewage management facility. Blocked pipes will cause the pump to overload and ultimately fail.

3. Owner/occupants should maintain records of all service inspections and pump-outs performed whilst the sewage management facility continues to operate.

AOS-SF

INTERMITTENT SANDFILTER CONSTRUCTION

OPERATION REQUIREMENTS

All wastewater treatment systems have a limited hydraulic capacity. Where usage exceeds design capacity a public health risk or environmental pollution incident may occur.

The sand filter has been designed to treat the wastewater to a higher standard before passing to the land application area. This important piece of wastewater treatment equipment needs to be properly maintained and serviced to ensure the long term reliability and performance.

It is necessary that the partially treated wastewater is evenly applied across the whole surface of the single-pass sand filter, and that no 'short circuiting' or failure of the sand filter medium occurs. Unlike sand filters for water purification, there is no opportunity to 'back wash' the sand filter material when the sand filter medium blocks from suspended particles in the effluent. When the sand filter performance deteriorates to a point where the water quality is unsatisfactory, or where water cannot pass through the filter, then major repairs are necessary.

MAINTENANCE REQUIREMENTS

1. Quarterly maintenance checks are important for the sand filter including checking of water level, cleaning of drains and elimination of weeds. A suitably qualified technician should provide you with a service report every three months. Once each year you should forwarded copies of these service reports to Council.

2. All stormwater and seepage from upslope should be diverted away from the sand filter by means of berms, surface drains or piped drainage. This minimizes the disturbance of the sand filter media and reduces the volume of water treated by the sand filter.

3. Effluent quality exiting the sandfilter is required to be tested for total Nitrogen (Total N), total Phosphorus (total P), Biological Oxygen Demand (BOD) and suspended solids (SS) quarterly over the first 12 months of operation by a suitably qualified service contractor.

   Council may require adjustments to be made to the sandfilter design and land application area should the effluent quality fail to achieve its design target expectations. Once the capability of the sand filter performance has been demonstrated, future testing can be used to identify if the sand filter performance is declining.

4. System failures are generally indicated by:
   a. The water level inside the sand filter rises above the normal operating level.
   b. Surcharge of effluent from the sand filter.
   c. Foul odours emanating from the sand filter or disposal system.
   d. The pipes leading away from the sand filter become blocked.

OS-WL

SUB-SURFACE FLOW WETLANDS

DESIGN REQUIREMENTS

1. A minimum buffer of 10 metres to residential buildings is recommended.

2. The outlet and inlet devices shall be accessible to allow for maintenance and operation inspections.

3. The outlet device shall be adjustable to allow for the effluent level in the wetland to be varied to suit vegetation and operational requirements.

4. Approved lining materials are as follows:
   a) Stainless Steel
   b) Polyethylene Water Troughs
   c) "Canvacon" and similar rubberised dam liners. Plastic liners are not acceptable
   d) Brick and Concrete
   e) Fibreglass
   f) Geomembrane liners (Kays, 1996)

INSTALLATION REQUIREMENTS

1. All pipework and fittings shall comply with relevant Australian Standards.

2. All materials shall be durable and of non-corrosive components with an expected operating life of at least 15 years.

3. Planting with species such as Phragmites australis or other suitable local species.

OPERATION REQUIREMENTS

All wastewater treatment systems have a limited hydraulic capacity where usage exceeds design capacity a health risk or pollution incident may occur.

MAINTENANCE REQUIREMENTS

1. Quarterly maintenance check of the wetland area including checking of waterlevel, cleaning of drains and elimination of weeds

2. The wetland plantings should generally be thinned or harvested annually to maintain the nutrient removal capacity of the system.
   Reference:Constructed Wetland Manual, Department of Land and Water Conservation. NSW. 1998.

3. Effluent quality exiting the wetland must be tested for total N, total P, BOD and suspended solids quarterly over the first 12 months of operation by a service contractor authorised by Council. Council may require adjustments to be made to the wetland design and land application area should the effluent quality fail to achieve its design target expectations.

AOS-ETA

EVAPOTRANSPIRATION/ABSORPTION BEDS

OPERATION REQUIREMENTS

The evapotranspiration area (ETA) has been designed and constructed to have a limited hydraulic capacity. Where usage exceeds design capacity a public health risk or environmental harm may occur.

Effluent from the approved wastewater treatment system is designed to be evenly dispersed into each ETA field, ensuring the maximum opportunity for effluent to be taken up by the environment. The ETA provides the best opportunity for plant nutrient uptake and evaporation / transpiration.

ETA should be completely flat and level.

The characteristics of the natural soil are an important part of the functioning of ETA. In our climate of regular and heavy rainfall, ETA can be damaged by surface water flows. Diversion drainage or berms should be maintained to prevent 'water logging' of the ETA. Roof waters and rain water tank overflows should be piped away from the ETA.

ETA should be operated and maintained strictly in accordance with manufacturer's instructions and regular maintenance and attention is required. Effluent from the approved treatment system shall be dispersed into each ETA bed field.

There are minimal maintenance requirements for ETA. The area should be protected from vehicle traffic, heavy stock grazing and large tree / root invasion. The best environment to support long term success of any ETA is a well maintained surface with even plant coverage and maximum sun. Bare or wet areas within such an area might indicate a point of failure.

MAINTENANCE REQUIREMENTS

1. The system operator should maintain the ETA in regard to adequate cover, elimination of weeds, maintenance of plants and shrubs. **If surcharging** effluent is observed or other signs of field malfunction are found, the system operator should contact their service provider or a licensed plumbing contractor to investigate.
   NOTE: Any alteration, extension or construction associated with your on-site sewage management system requires the prior approval of Council.

2. At least once each year a service should be carried out by a service provider of licensed plumbing contractor particularly for service of any associated pressure dosing systems.

3. A service report sheet shall be completed for every service. Operators should maintain records of all service inspections and pumpouts performed whilst the sewage management facility continues to operate. **Each year a copy of the service report should be provided to Council.**

4. Check for system failures which are generally indicated by:
   a. Effluent on the surface of the land application area.
   b. Surcharge of effluent from the land application area. Dead vegetation or excessively luxuriant growth of vegetation leading away from the land application area/s.
   c. Foul odours emanating from the land application area.
   d. Overflow at the septic tank or household plumbing fixtures.

File No.:SKM/114550 x C13.2010.387.2 /#A2012/11980

13 December 2012

Ms V L Williams
200 Federal Drive
FEDERAL NSW 2480

Dear Ms Williams

FINAL COMPLETION LETTER
Occupation Certificate No.: 13.2010.387.2
Parcel No: 114550
Property: LOT: 3 DP: 596035
200 Federal Drive FEDERAL

Please find **enclosed** your **Final Occupation Certificate** for the Alterations / Additions to Existing Dwelling plus New Single Storey Dwelling & Swimming Pool to Create Dual Occupancy at the above address.

A final inspection was carried out on 27 September 2012 and you are advised that all works have been completed to Council's satisfaction in accordance with the approved plans and specifications.

This however cannot validate any eaves or wall to boundary distance requirements, as such certification is only given following the receipt of a certificate or plan issued by a registered surveyor.

Owners are advised that an annual inspection by a licensed exterminator is strongly recommended to assess any future termite infestation of the building.

A cheque in the amount of $1,000.00 will be forwarded to you under separate cover for refund of the security bond.

Should you require any further information in regards to the above please contact me on (02) 6626 7050 or email lac@byron.nsw.gov.au .

Yours faithfully

Nat Andrews
Senior Building Surveyor

ALL COMMUNICATIONS TO BE ADDRESSED TO THE GENERAL MANAGER
PO Box 219 Mullumbimby NSW 2482 (70-90 Station Street)
Tel: (02) 6626 7000 DX 20007 Mullumbimby
Fax: (02) 6684 3018 Email: council@byron.nsw.gov.au
Web: www.byron.nsw.gov.au ABN:14 472 131 473
Printed on 100% Recycled Paper

Byron Shire Council

FINAL OCCUPATION CERTIFICATE

File No.SKM/ 114550D x C13.2010.387.2 /#A2012/11979

Applicant: Ms V L Williams
200 Federal Drive
FEDERAL NSW 2480

Type of Certificate: **FINAL**

Date of Determination: 6 December 2012

Development Description: Alterations / Additions to Existing Dwelling Plus New Single Storey Dwelling & Swimming Pool to Create Dual Occupancy

Property Address: LOT: 3 DP: 596035
200 Federal Drive FEDERAL

Attachments: N/A

Byron Shire Council certifies that:

- A current development consent has been issued for the development.
- A current construction certificate has been issued for the building.
- The building is suitable for occupation or use in accordance with its classification under the Building Code of Australia.

Certificate No: 13.2010.387.2

Principal Certifying Authority: Byron Shire Council

.....

12 December 2012
Date of Endorsement

Nat Andrews
Senior Building Surveyor

Building Professionals Board No: 1568 (A1)

ALL COMMUNICATIONS TO BE ADDRESSED TO THE GENERAL MANAGER
PO Box 219 Mullumbimby NSW 2482 (70-90 Station Street)
Tel: (02) 6626 7000 DX 20007 Mullumbimby
Fax: (02) 6684 3018 Email: council@byron.nsw.gov.au
Web: www.byron.nsw.gov.au ABN: 14 472 131 473

NSW SWIMMING POOL REGISTER

Certificate of Compliance

Section 22D – Swimming Pools Act 1992

Pool No:	**7e29b706**
Property Address:	**200 FEDERAL DRIVE FEDERAL**
Expiry Date:	**28 July 2024**
Issuing Authority:	**Robert K Graham - Registered Certifier - bdc3133**

Complied with AS1926.1 (2012).

The swimming pool at the above property complies with Part 2 of the *Swimming Pools Act 1992*. The issue of this certificate does not negate the need for regular maintenance of the swimming pool barrier to ensure it is compliant with the *Swimming Pools Act 1992*.

This certificate ceases to be valid if a direction is issued pursuant to Section 23 of the *Swimming Pools Act 1992*.

The swimming pool at the above property is not required to be inspected under the inspection program of the local authority while this certificate of compliance remains valid pursuant to Section 22B(3) of the *Swimming Pools Act 1992*.

Please remember:

- **Children should be supervised by an adult at all times when using your pool**
- **Regular pool barrier maintenance**
- **Pool gates must be closed at all times**
- **Don't place climbable articles against your pool barrier**
- **Remove toys from the pool area after use**

RURAL LAND REQUISITIONS

Vendor:
Purchaser:
Property:
Dated:

Note: If the answer to any of these questions is 'yes', please supply full details and a copy of all relevant documentation at least seven days prior to completion, unless otherwise specified.

1. Capacity

(a) Is the vendor under any legal incapacity?
Such as:
- *Minority.*
- *Bankruptcy or entering a debt agreement under Part IX or an arrangement under Part X of the Bankruptcy Act 1966 (Cth).*
- *If the vendor is a company, any notice, application or order received by the vendor or made at Court for its winding up, or for the appointment of a receiver, an administrator or a controller).*

(b) If the vendor is a trustee, please provide evidence to establish the trustee's power of sale *(such as a copy of the trust deed, under which the trustee was appointed).*

(c) If any document to be handed over on completion (excluding a discharge of mortgage) is executed under a power of attorney, please provide a certified copy of the registered power of attorney.

2. Notices and Orders

(a) Is the vendor aware of or has the vendor received any notice or order or requirement of any authority or any adjoining owner affecting the property?
Such as:
- *Orders under either section 121B of the Environmental Planning and Assessment Act 1979 (NSW) or section 124 of the Local Government Act 1993 (NSW).*
- *Notices or orders from Local Land Services about pests or eradication.*
- *Notices from a local council about noxious weeds.*
- *Notices or orders issued under the Environmentally Hazardous Chemicals Act 1985 (NSW).*
- *Notices or orders under section 142 of the Mining Act 1992 (NSW).*

(b) Has any work been done by any authority which might give rise to a notice, order or liability? *(Such as road works done by local council.)*

(c) Has the vendor received any notice (whether oral or written) of proposed orders from Local Land Services or any local council or government authority concerning any proposed action that could affect the property in any way? If so, please provide particulars including any copies of any relevant correspondence.

3. Title

(a) Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances.

(b) On or before completion, any mortgage or caveat or priority notice or writ (other than a caveat or priority notice lodged by or on behalf of the purchaser) must be discharged, withdrawn or cancelled as the case may be or, in the case of a mortgage, priority notice or caveat, an executed discharge or withdrawal handed over on completion.

(c) Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.

(d) When and where may the title documents be inspected?

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4. Adjustments

(a) All outgoings referred to in clause 14 of the Contract must be paid up to and including the date of completion.

(b) Is the vendor liable to pay land tax (including surcharge land tax) or is the property otherwise charged or liable to be charged with land tax? If so:
  (i) To what year has a return been made?
  (ii) What is the taxable value of the property for land tax purposes for the current year?

5. Unregistered Rights

Is the vendor aware of any unregistered rights over the property, such as an easement, right of way, or any right of use or occupation?

6. *Personal Property Securities Act 2009* (Cth)("PPS Act")

(a) Are there any interests recorded against the vendor on the Personal Property Securities Register?
  If yes:
  (i) Do such registrations relate to any personal property included in this sale?
  (ii) In relation to all registrations in respect of the vendor or any personal property included in the sale (including the property and any inclusions), the vendor must provide on or prior to completion:
    (A) a release from each secured party, in respect of the personal property together with a written undertaking from each secured party to register a financing change statement which reflects that release in the case of serial numbered goods and personal property specifically described; or
    (B) a statement by each secured party in accordance with section 275(1)(b) of the PPS Act confirming that no debt or obligation is secured by the registration; or
    (C) a written approval or correction in accordance with section 275(1)(c) of the PPS Act confirming that the personal property is not or will not be as at completion personal property in respect of which the registration is granted.

(b) Please provide:
  (i) Full names (including any former names) and dates of birth of all vendors.
  (ii) ABNs and ACNs of all vendor companies, partnerships and trusts.
  (iii) Full names (including any former names) and dates of birth of all directors of the vendor companies.

7. Tenancies

(a) Vacant possession of the property must be given on completion unless the Contract provides otherwise.

(b) Are there any agreements or arrangements which would create a "tenancy" as defined in section 4 of the *Agricultural Tenancies Act 1990* (NSW), *(such as farming, grazing, share farming or agistment agreements),* or a residential tenancy agreement as defined in section 13 of the *Residential Tenancies Act 2010* (NSW)?
  If yes please provide:
  (i) Particulars of the nature of the tenancy.
  (ii) The date of any termination of the tenancy.
  (iii) Particulars of any written instrument (please supply a copy at least 14 days prior to completion).
  (iv) Particulars of any oral agreement.
  (v) Particulars of any bond or security.

(c) Where there is a tenancy:
  (i) Has the tenant carried out any improvements on the property, with or without the vendor's consent, for which the tenant is entitled to compensation from the vendor?
  (ii) Has the vendor carried out any improvement on the property for which the tenant is liable to compensate the vendor?
  (iii) Are there any unresolved disputes between the vendor and a tenant pursuant to an agreement which creates an interest in land?
  (iv) Are there any fixtures on the property which the tenant may have right to access or removal?

(v) Are there any details/documents that record the condition of the property at the commencement of the tenancy? If yes, please provide copies.

8. Buildings

(a) Are there any structures on the property which require approval for their current use, but do not have such approval?

(b) Are there any structures on the property that are required to have the approval of the local council but do not?

(c) Have the provisions of the *Local Government Act 1993* (NSW) and the *Environmental Planning and Assessment Act 1979* (NSW) been complied with?

(d) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?

(e) Has the vendor a survey? If so, please provide a copy.

(f) Has the vendor a Building Certificate and/or Final Occupation Certificate which relates to any current buildings or structures? If so, it should be handed over on completion. Please provide a copy.

(g) In respect of any residential building work carried out in the last ten years:
- (i) Please identify the building work carried out;
- (ii) When was the building work completed?
- (iii) Please state the builder's name and licence number (or provide a copy of any owner-builder permit relating to the work);
- (iv) Please provide details of any insurance under the *Home Building Act 1989* (NSW).

(h) Has there been any complaint or insurance claim made, or any circumstances known to the vendor which may warrant a complaint or insurance claim due to the non-completion, defective work or otherwise from a breach of the statutory warranties under the *Home Building Act 1989* (NSW) related to residential building work carried out on the property? If so, full details should be provided.

(i) Do any structures on the property contain loose-fill asbestos insulation? If so:
- (i) which structures?
- (ii) is the property listed on the loose-fill asbestos insulation register?

(j) Have the structures on the property been tested for loose-fill asbestos insulation?

9. Swimming pools

If there is a swimming pool:

(a) Has the pool been approved by the local council?

(b) Is it subject to the requirements of the *Swimming Pools Act 1992* (NSW)? If not, why not?

(c) Does it comply with all the requirements of the *Swimming Pools Act 1992* (NSW) and regulations made under that Act?

(d) Has a fence and signage been erected around the swimming pool?

(e) Has the vendor obtained a certificate of non-compliance pursuant to clause 18BA of the *Swimming Pools Regulation 2008* (NSW)? If so, and the certificate is not attached to the contract, please provide a copy of the certificate and the details of the non-compliance.

(f) Have any notices, directions or orders issued under the *Swimming Pools Act 1992* (NSW) and/or regulations made under that Act?

(g) Has the vendor obtained a certificate of compliance pursuant to section 22D of the *Swimming Pools Act 1992* (NSW)? If so, and the certificate is not attached to the contract, please provide a copy.

(h) If a certificate of compliance is not attached to the Contract, please provide evidence of registration, eg. certificate of registration of the swimming pool pursuant to section 30C of the *Swimming Pools Act 1992* (NSW), and a relevant occupation certificate within the meaning of the *Swimming Pools Act 1992* (NSW).

(i) Any original certificate of non-compliance, certificate of compliance and relevant occupation certificate held must be handed over at completion.

(j) Where a certificate of compliance includes a reference to an exemption, please provide the details of the exemption granted by council.

(k) Has the vendor received any notification of the cancellation of a certificate of compliance? If so please provide a copy.

10. Solar Panels

(a) Do any of the improvements erected at the property have solar panels?

(b) Is there any energy buy back arrangement in place? If so, can it be assigned to the purchaser?

(c) Please provide a copy of the supply agreement for the solar panels including particulars of the Contract price.

(d) Does the supply agreement provide for assignment to a new owner of the property?

(e) Does the rate per kW of power generated in dollar terms remain constant during the term of the supply agreement?

(f) Is there a net meter for any solar panels?

(g) Are there any arrangements in relation to a voluntary feed in tariff?

(h) Is there a battery storage system? If so please advise details of the system.

11. Rates

(a) What government, local government or statutory authorities levy rates on the property? *(Such as local council or Local Land Services).*

(b) Has the property been declared "farmland" for rating purposes under the *Local Government Act 1993* (NSW)?

(c) Are there any deferred rates attaching to the property? Please provide particulars.

12. Boundary fences

(a) Are there any boundary or give and take fences on the property? If so where are they located?

(b) Are there any boundaries along watercourses and, if so, how are they fenced?

(c) Are there any notices from neighbours or statutory authorities about the erection or repair of any boundary fence or give and take fence?

(d) Is there any agreement, written or oral, with any neighbour about the erection or repair of a boundary fence?

13. Soil conservation

(a) (i) Are there any agreements about soil conservation affecting the property?

(ii) Please provide copies of any licences or agreements.

(iii) Are there any monies outstanding under any licence or agreement?

(b) Is the land or any part of it within an area of erosion hazard under the *Soil Conservation Act 1938* (NSW)?

(c) Is there any charge or any other outstanding liability affecting the land under section 22(5) of the *Soil Conservation Act 1938* (NSW)?

(d) Are there any circumstances known to the vendor that could give rise to soil conservation liabilities in the future?

14. Timber

(a) Are there any agreements with any authority or anyone else about the felling or removal of timber from the property? If so,

(i) Please provide copies of any licences or agreements.

(ii) Are there any monies outstanding under any licence or agreement?

Please provide details and copies of any relevant documents as soon as possible, and in any event not later than 14 days before completion.

(b) Is the vendor aware of any of the following being granted to or held by the vendor or any other person under the *Forestry Act 2012* (NSW) in respect of the property:

(i) Forest lease or licence;

(ii) Forest products licence;

(iii) Clearing licence;

(iv) Profit-a-prendre; or

(v) Any other lease, licence, permit, right or interest?

Please provide details and copies of any relevant documents as soon as possible, and in any event not later than 14 days before completion.

15. Water

(a) Is the vendor entitled to have water supplied to the property by any authority? If so, please supply details and if any meter or works are situated on lands other than the property please advise what rights or agreements exist.

(b) Is any water available to the property:
  (i) From any well, bore or dam that is not wholly on the property and if so where?
  (ii) Under any private water agreement? If so, what rights exist in respect to any private water agreement and please supply copies of any agreement.

(c) Is the land in a water sharing plan area under the *Water Management Act 2000* (NSW)?

(d) Does the vendor hold any water rights or licence, permit or authority under the *Water Act 1912* (NSW) or the *Water Management Act 2000* (NSW); or, the benefit of any applications under either Act not yet dealt with? Please supply copies of all licences, permits, authorities, applications or correspondence in respect of such applications.

(e) Is the vendor liable to any authority, or to any other person, to pay for water or for water rights?

(f) (i) Have any dams or other earthworks been constructed on any water course on the property?
  (ii) If so, was any permission for the construction sought or given by any relevant authority?

(g) Are there any bore trusts that affect the property? If so, please provide:
  (i) The name and contact details of the secretary or relevant office bearer of the trust;
  (ii) Details of licences of permits in respect of the bore;
  (iii) If water is conveyed from the bore to the property through other properties please supply details of owners of those properties and copies of any easements or agreements.

(h) If there is a dam on the property which exceeds the maximum harvestable right dam capacity which is used for irrigation or which is used for watering a commercial crop or an intensive livestock industry:-
  (i) Has the dam been approved by and registered with NSW Office of Water?
  (ii) Has a licence issued for the dam? If so, please provide a copy of the licence.
  (iii) Did the dam require the approval of local council? If so, please provide a copy of such approval.

(i) Are there any points of supply of water not wholly located within the boundaries of the land? If so are appropriate easements in place?

(j) Are there any levee banks on the property? If so was a licence obtained and are they constructed in accordance with the licence?

(k) Have all earthworks requiring development consent on the property been fully approved?

16. Electricity

(a) Which electricity authority supplies electricity to the property?

(b) Is there any money owing to that authority for capital works? If so, please furnish full particulars.

17. Access, roads and enclosure permits

(a) Is access to the property at any point over any land other than a main or public road? *(Such as a right of way or access over Local Land Services property.)*

(b) Are there any rights of way or other easements over the property?

(c) Is the vendor aware of any proposal to close, or any application or pending application to close or any proposal to purchase any road adjacent to the property?

(d) Is the vendor aware of any proposed realignment on any road adjacent to the property?

(e) Is there any main road, public road Crown road or travelling stock route through the property at any point?

(f) Is there any enclosure permit that attaches to the property? If so, please furnish full particulars.

(g) Has the vendor or a predecessor in title made an application to close or to purchase a road within the property or any other road which provides access to the property? If so, please advise the status of the application.

18. Rural workers accommodation

(a) Is there any building situated on the land for the accommodation of rural workers?

(b) If so:

(i) Have the requirements of the *Rural Workers Accommodation Act 1969* (NSW) and *Work Health and Safety Act 2011* (NSW) been complied with?

(ii) Is the vendor aware of any notice, prosecution or proceedings including enforcement proceedings, under the *Rural Workers Accommodation Act 1969* (NSW) and *Work Health and Safety Act 2011* (NSW) that have been instituted or threatened against the vendor or any previous owner of the property?

(iii) Does the vendor have planning approval for rural workers accommodation?

19. Stock diseases

(a) Are there any quarantine or other notices or orders or undertakings relating to stock on the property including stock on agistment or stock not owned by the vendor? *(Such as notices or orders made about anthrax, lice, brucellosis or footrot, Ovine Johnes Disease (OJD) or Bovine Johnes Disease (BJD).)*

(b) Has any order been made under section 62 of the *Biosecurity Act 2015* (NSW)?

20. Pollution

(a) Are there any sheep or other stock dips, whether used or disused, on the property? If so, where on the property are they located?

(b) Are there any outstanding notices or orders under the *Environmentally Hazardous Chemicals Act 1985* (NSW)?

(c) Has the vendor or any tenant, share farmer or previous owner used any chemicals on the property which could give rise to any problems with chemical residues under the *Environmentally Hazardous Chemicals Act 1985* (NSW) or the *Contaminated Land Management Act 1997* (NSW)?

(d) Has any Preliminary Investigation Order been made under section 10 or a Management Order been made under section 14 of the *Contaminated Land Management Act 1997* (NSW)? If so, has the land been declared to be significantly contaminated land within the meaning of section 11 of the *Contaminated Land Management Act 1997* (NSW)?

(e) Is there, or has there ever been, any underground fuel tank on the property? If so:-

(i) Where is/was it?

(ii) Is it still in use? If not, has it been emptied of fuel and decommissioned?

(f) Is there or has there been any fuel tank which may have leaked, causing soil pollution? If so, please supply full information about where it is, or was, situated.

21. Effluent Disposal Systems

(a) Is there a septic sewage disposal system on the property? If so, please supply evidence of registration of it with the local council.

(b) If there is no septic sewage disposal system and there is a house on the property, please supply details of the effluent disposal system used and evidence of registration with the local council.

(c) Has the local council inspected the septic sewage disposal system? If so when?

(d) Please provide copies of any correspondence from the local council in relation to effluent disposal, including as to any septic sewage disposal system on the property.

22. Resumptions

Is the vendor aware of any resumption, proposed resumption, proposed purchase or proposed occupation of the property by any public authority? ? If so, please furnish full particulars at least14 days prior to completion.

23. Fixtures

(a) Are the fixtures or inclusions in the sale free of encumbrances?

(b) Any chattels not owned by the vendor, or owned by the vendor or any other person and not included in this sale, must be removed prior to completion.

24. Crown land

(a) Are there any amounts owing to the Crown for rent or for balance of purchase moneys? If so, please supply full details.

(b) Is there any application or pending application to the Crown for conversion or purchase from the Crown? If so, please advise the status of the application or pending application.

25. Pipelines

Is the vendor aware of any licence, permit or easement for any pipeline over the property, either under the *Pipelines Act 1967* (NSW) or otherwise? If so:-

(a) Please provide copies any licences, permits or easements.

(b) Are there any monies outstanding under any licences or permits?

(c) Please advise the location of any licences, permits or easements.

26. Mining

(a) Has the vendor any rights or entitlements, or received any notices, under the:

(i) *Mining Act 1992* (NSW); or

(ii) *Petroleum (Onshore) Act 1991* (NSW)?

If so please provide details and provide a copy of any relevant documentation.

(b) Is the property within a mine subsidence district? If so:

(i) Has the erection or alteration of any improvement required approval? Please provide a copy.

(ii) Was the improvement erected or altered in accordance with the terms of the approval?

27. National Parks and Wildlife

(a) Is there any interim protection order in force over any part of the property under section 91B of the *National Parks and Wildlife Act 1974* (NSW)?

(b) Is there a conservation agreement affecting the property, or any part of it, under section 69B of the *National Parks and Wildlife Act 1974* (NSW)?

(c) Is there a Wildlife Refuge Agreement in place in respect of the property under section 68 of *National Parks and Wildlife Act 1974* (NSW)?

If so please provide details and provide a copy of any relevant documentation

28. Native vegetation

(a) Is the property subject to a Property Vegetation Plan as defined in the *Native Vegetation Act 2003* (NSW)(now repealed) or a private native forestry plan under Part 5C of Schedule 11 to the *Biodiversity Conservation Act 2016* (NSW)? If so please provide details and provide a copy of any relevant documentation.(b) Has the vendor carried out, or caused to be carried out, on the property any clearing of native vegetation? If so:

(i) Was clearing carried out pursuant to a development consent?

(ii) If so, was clearing carried out in accordance with the terms and conditions of that consent or plan?

(iii) Was clearing carried out pursuant to a Property Vegetation Plan approved under the *Native Vegetation Act 2003* (NSW)(now repealed)?

(iv) If not, was clearing carried out in accordance with Part 5A of the *Local Land Services Act 2013* (NSW)?

(v) Has the permitted clearing been completed?

(vi) If not, what is the extent of the clearing yet to be completed?

(vii) Please provide a copy of any mandatory code compliance certificate that has issued under the *Local Land Services Act 2013* (NSW).

(viii) Is any part of the property a set-aside area under the provisions of Part 5C of Schedule 11 to the *Biodiversity Conservation Act 2016* (NSW)? If so, please provide details, including any details entered in a public register.

(b) Has the Director General made any 'stop work' order under section 37 or given directions for remedial work under section 38 of the *Native Vegetation Act 2003* (NSW)(now repealed) or the *Biodiversity Conservation Act 2016* (NSW) in respect of the property?

(c) Has the vendor, or any previous owner, ever been prosecuted for clearing native vegetation illegally from the property? If so, please provide full details including a copy of any written outcome of such proceedings.

29. Threatened Species

(a) Is the vendor aware of any endangered species, endangered populations, endangered ecological communities, vulnerable species or vulnerable ecological communities as defined in the *Threatened Species Conservation Act 1995* (NSW)(now repealed) or threatened species or threatened ecological communicates as defined in the *Biodiversity Conservation Act 2016* (NSW) on the property?

(b) In reference to the *Threatened Species Conservation Act 1995* (NSW)(now repealed) are there, or has there ever been, as far as the vendor is aware, any of the following relating to the property:

(i) Critical habitat declared under section 47 and notified on the Register kept by the Director General of the National Parks and Wildlife Service under section 55?

(ii) Any recovery plan published under section 67?

(iii) Any draft threat abatement plan published under section 84?

(iv) Any licence to harm or pick threatened species population or ecological communities or damage habitat, granted under section 91?

(c) Has there been any species impact statement prepared either for the purposes of the *Threatened Species Conservation Act 1995* (NSW)(now repealed) in accordance with section 110 or for the purposes of the *Environmental Planning and Assessment Act 1979* (NSW)?

(d) Has there been any stop work order made by the Director General under section 91AA or any interim protection order made under Part 6A of the *National Parks and Wildlife Act 1974* (NSW)?

(e) Has any part of the property been declared an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016* (NSW)? If the answer is yes to any of the questions above please supply full details.

30. Native Title

(a) Is the vendor aware of any Native Title claim lodged under the *Native Title Act 1993* (Cth), or acts validated under the *Native Title (New South Wales) Act 1994* (NSW)?

(b) If so, has the vendor filed an interest to be involved in the determination of such claim under either the Commonwealth or NSW legislation?

(c) If the land is a lease from the Crown, has the use purpose of the lease been altered since 1 January 1994 or is it in the process of being altered? If so, please provide a copy of the undertaking from the Crown not to seek from the lessee any reimbursement of compensation payable by the Crown to Native Title holders.

31. Aboriginal Sites

(a) Has the vendor or any predecessor in title entered into a voluntary or compulsory conservation agreement concerning Aboriginal sites or relics? If so, please provide a copy of that agreement/s.

(b) Is the vendor aware of any Aboriginal places, objects, artefacts or relics on any part of the property? If so, where are they located?

32. Environment

(a) Has the vendor undertaken any activity that constitutes a 'controlled action' under the *Environment Protection and Biodiversity Conservation Act 1999* (Cth)? If so please provide details.

(b) Has the vendor received any order or direction, or given any undertaking, under the *Biosecurity Act 2015* (NSW)? If so please provide details.

(c) Are there any registered or unregistered conservation agreements under the *Biodiversity Conservation Act 2016* (NSW) affecting the property (such as Biodiversity Stewardship Agreements, Conservation Agreements and Wildlife Refuge Agreements)?

(d) Are there any registered or unregistered conservation agreements not covered by the *Biodiversity Conservation Act 2016* (NSW)?

33. Foreign resident capital gains withholding measure

(a) Is the transaction an excluded transaction within the meaning of s14-215 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("TA Act")?

(b) If not attached to the contract, does the vendor hold or has the vendor applied for a clearance certificate within the meaning of s14-220 of Schedule 1 to the TA Act?

(c) If not attached to the contract, does the vendor hold or has the vendor applied for a variation made under s14-235 of Schedule 1 to the TA Act?

34. Agreements or disagreements affecting the property

(a) Has the vendor or any predecessor in title entered into any agreements not otherwise referred to in these requisitions, with anyone else affecting the property? If so, please provide details and provide a copy of any relevant documentation.

(b) Are there any legal proceedings threatened, pending or not concluded that involve the property in any way?

35. Completion

(a) If the vendor has or is entitled to have possession of the title deeds, any Certificate Authentication Code must be provided seven days prior to completion.

(b) Please list any documents to be handed over on completion in addition to the certificate of title, transfer and any discharge of mortgage.

(c) If applicable, has the vendor submitted a Request for CoRD Holder consent to the outgoing mortgagee?

(d) Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.