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Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	**Lorimer Estate Agents** **Suite 12, 14/-16 Suakin Street, Pymble NSW 2073** **Email: duncan@lorimerestateagents.com.au**	**Ref: Duncan Lorimer**
co-agent		
vendor	**Amanda Belinda Flanagan and Jesse Kevin Flanagan** **134B Mafeking Road Goonengerry NSW 2482**	
vendor's solicitor	**Bangalow Conveyancing** **Suite 2, 5 Lismore Road, Bangalow NSW 2479** **PO Box 138, Bangalow NSW 2479** **Email: mercedes@castrikumlegal.com.au**	**Phone: 02 6687 1167** **Ref: FR:2301023**
date for completion	**28th day after the contract date** (clause 15)	
land (address, plan details and title reference)	**11 Coachwood Court, Federal NSW 2480** **Folio Identifier 18/DP814436**	
	☒ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☒ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☐ other:	
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	☒ air conditioning	☒ clothes line	☒ fixed floor coverings	☐ range hood
	☐ blinds	☐ curtains	☒ insect screens	☐ solar panels
	☒ built-in wardrobes	☒ dishwasher	☒ light fittings	☒ stove
	☒ ceiling fans	☐ EV charger	☐ pool equipment	☒ TV antenna
	☒ other: solar hot water, shed, slow combustion fire, smoke detector			

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)

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

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

buyer's agent

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

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SIGNING PAGE

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

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Choices

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

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

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

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

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

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

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*: $

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

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

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

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

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

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

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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 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 occupation certificate
- ☐ 16 lease (with every relevant memorandum or variation)
- ☐ 17 other document relevant to tenancies
- ☐ 18 licence benefiting the land
- ☐ 19 old system document
- ☐ 20 Crown purchase statement of account
- ☐ 21 building management statement
- ☒ 22 form of requisitions
- ☐ 23 *clearance certificate*
- ☐ 24 land tax certificate

Home Building Act 1989

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

Swimming Pools Act 1992

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

Strata or community title (clause 23 of the contract)

- ☐ 33 property certificate for strata common property
- ☐ 34 plan creating strata common property
- ☐ 35 strata by-laws
- ☐ 36 strata development contract or statement
- ☐ 37 strata management statement
- ☐ 38 strata renewal proposal
- ☐ 39 strata renewal plan
- ☐ 40 leasehold strata - lease of lot and common property
- ☐ 41 property certificate for neighbourhood property
- ☐ 42 plan creating neighbourhood property
- ☐ 43 neighbourhood development contract
- ☐ 44 neighbourhood management statement
- ☐ 45 property certificate for precinct property
- ☐ 46 plan creating precinct property
- ☐ 47 precinct development contract
- ☐ 48 precinct management statement
- ☐ 49 property certificate for community property
- ☐ 50 plan creating community property
- ☐ 51 community development contract
- ☐ 52 community management statement
- ☐ 53 document disclosing a change of by-laws
- ☐ 54 document disclosing a change in a development or management contract or statement
- ☐ 55 document disclosing a change in boundaries
- ☐ 56 information certificate under Strata Schemes Management Act 2015
- ☐ 57 information certificate under Community Land Management Act 2021
- ☐ 58 disclosure statement - off-the-plan contract
- ☐ 59 other document relevant to off-the-plan contract

Other

- ☐ 60

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

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

(b) ask the relevant local council whether it holds records showing that the residential premises contain loose-fill asbestos insulation.

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

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Cooling off period (purchaser's rights)

1 **This is the statement required by the *Conveyancing Act 1919*, section 66X. This statement applies to a contract for the sale of residential property.**

2 **EXCEPT in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5pm on—**

- **(a) for an off the plan contract—the tenth business day after the day on which the contract was made, or**
- **(b) in any other case—the fifth business day after the day on which the contract was made.**

3 **There is NO COOLING OFF PERIOD—**

- **(a) if, at or before the time the contract is made, the purchaser gives to the vendor, or the vendor's solicitor or agent, a certificate that complies with the Act, section 66W, or**
- **(b) if the property is sold by public auction, or**
- **(c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or**
- **(d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under the Act, section 66ZG.**

4 **A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.**

5 **The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. The purchaser is entitled to a refund of any balance.**

DISPUTES

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

AUCTIONS

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

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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 and Environment	**Public Works Advisory**
Department of Primary Industries	**Subsidence Advisory NSW**
Electricity and gas	**Telecommunications**
Land and 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. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.

7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).

8. The purchaser should arrange insurance as appropriate.

9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.

10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.

11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.

12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

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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)

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

adjustment date	the earlier of the giving of possession to the purchaser or completion;
adjustment figures	details of the adjustments to be made to the price under clause 14;
authorised Subscriber	a *Subscriber* (not being a *party's solicitor*) named in a notice *served* by a *party* as being authorised for the purposes of clause 20.6.8;
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;
completion time	the time of day at which completion is to occur;
conveyancing rules	the rules made under s12E of the Real Property Act 1900;
deposit-bond	a deposit bond or guarantee with each of the following approved by the vendor – ● the issuer; ● the expiry date (if any); and ● the amount;
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);
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;
document of title	document relevant to the title or the passing of title;
ECNL	the Electronic Conveyancing National Law (NSW);
electronic document	a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
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*;
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*;
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);
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*;*
legislation	an Act or a by-law, ordinance, regulation or rule made under an Act;
manual transaction	a *Conveyancing Transaction* in which a dealing forming part of the *Lodgment Case* at or following completion cannot be *Digitally Signed*;
normally	subject to any other provision of this contract;
participation rules	the participation rules as determined by the *ECNL;*
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;*
populate	to complete data fields in the *Electronic Workspace*;

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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;
title data	the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry*;
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).

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

2 Deposit and other payments before completion

2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
2.4 The purchaser can pay any of the deposit by –
2.4.1 giving cash (up to $2,000) to the *depositholder*;
2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
2.5 The vendor can *terminate* if –
2.5.1 any of the deposit is not paid on time;
2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
This right to *terminate* is lost as soon as the deposit is paid in full.
2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).
3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.
3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
3.4 The vendor must approve a replacement *deposit-bond* if –
3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond;* and
3.4.2 it has an expiry date at least three months after its date of issue.
3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
3.5.2 the deposit is paid in full under clause 2.
3.6 Clauses 3.3 and 3.4 can operate more than once.

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3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
3.9 The vendor must give the purchaser any original *deposit-bond* –
3.9.1 on completion; or
3.9.2 if this contract is *rescinded*.
3.10 If this contract is *terminated* by the vendor –
3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
3.11 If this contract is *terminated* by the purchaser –
3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Electronic transaction

4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
4.1.2 a *party serves* a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
and in both cases clause 30 applies.
4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
4.2.1 each *party* must –
- bear equally any disbursements or fees; and
- otherwise bear that *party's* own costs;

incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
4.2.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.
4.3 The *parties* must conduct the *electronic transaction* –
4.3.1 in accordance with the *participation rules* and the *ECNL*; and
4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.
4.5 *Normally,* the vendor must *within* 7 days of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion*,* and invite the purchaser to the *Electronic Workspace*.
4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace.*
4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
4.7.2 create and *populate* an *electronic transfer*;
4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
4.11 Before completion, the *parties* must ensure that –
4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
4.11.2 all certifications required by the *ECNL* are properly given; and
4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
4.12 If the computer systems of any of the *Land Registry*, the *ELNO,* Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

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4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties,* and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –

4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and

4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.

4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –

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

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

the *party* entitled to them.

5 Requisitions

5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.

5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –

5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;

5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and

5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).

6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.

6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

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

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

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

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

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

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

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

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

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

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

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

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

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

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

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

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

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

9 Purchaser's default

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

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

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
  - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.

10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.

11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

The vendor must do 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.

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13 Goods and services tax (GST)

13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.

13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.

13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –

13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but

13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and

13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.

13.4 If this contract says this sale is the supply of a going concern –

13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;

13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;

13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –

- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
- if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and

13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.

13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.

13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.

13.7 If this contract says the sale is not a taxable supply –

13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and

13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –

- a breach of clause 13.7.1; or
- something else known to the purchaser but not the vendor.

13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

13.8.1 this sale is not a taxable supply in full; or

13.8.2 the margin scheme applies to the *property* (or any part of the *property*).

13.9 If this contract says this sale is a taxable supply to an extent –

13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and

13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.

13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.

13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.

13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.

13.13 If the vendor *serves* details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.

13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

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14 Adjustments

14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.

14.2 The *parties* must make any necessary adjustment on completion, and –

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

14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.

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

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

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

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

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

14.5 The *parties* must not adjust any first home buyer choice property tax.

14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.

14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.

14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

The *parties* must complete by the date for completion and, if they do not, a *party* can *serve* a notice to complete if that *party* is otherwise entitled to do so.

16 Completion

● Vendor

16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.

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

16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.

16.4 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

● Purchaser

16.5 On completion the purchaser must pay to the vendor –

16.5.1 the price less any –

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

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

16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.

16.7 On completion the deposit belongs to the vendor.

17 Possession

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

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

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

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

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

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18 Possession before completion

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

18.2 The purchaser must not before completion –

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

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

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

18.3 The purchaser must until completion –

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

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

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

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

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

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

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

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

19 Rescission of contract

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

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

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

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

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

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

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

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

20 Miscellaneous

20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.

20.2 Anything attached to this contract is part of this contract.

20.3 An area, bearing or dimension in this contract is only approximate.

20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.

20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);

20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;

20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;

20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;

20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;

20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;

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

20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.

20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –

20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or

20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.

20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

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

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

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

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

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

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

21 Time limits in these provisions
21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975
22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

23 Strata or community title
● Definitions and modifications
23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
23.2 In this contract –
23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
- a change from a development or management contract or statement set out in this contract; or
- a change in the boundaries of common property;

23.2.2 'common property' includes association property for the scheme or any higher scheme;
23.2.3 'contribution' includes an amount payable under a by-law;
23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
- due to fair wear and tear;
- disclosed in this contract; or
- covered by moneys held in the capital works fund.

23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
● Adjustments and liability for expenses
23.5 The *parties* must adjust under clause 14.1 –
23.5.1 a regular periodic contribution;
23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

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23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
23.6.2 the purchaser is liable for all contributions determined after the contract date.
23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
23.8.3 a past or future change in the scheme or a higher scheme.
23.9 However, the purchaser can *rescind* if –
23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

● Notices, certificates and inspections

23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
23.12 The vendor can complete and send the interest notice as agent for the purchaser.
23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

● Meetings of the owners corporation

23.17 If a general meeting of the owners corporation is convened before completion –
23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
- such a statement contained information that was materially false or misleading;
- a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
- the lease was entered into in contravention of the Retail Leases Act 1994.

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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 –
  - at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

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

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

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

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

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

25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.

25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

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

25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.

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

25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.

25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

MCORCHINOD CT, FEDERAL 2480

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26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

LEXCHANGE DOCUMENT, FEDERAL COURT

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29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* *serves* notice of the event happening.

29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Manual transaction

30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.

● Transfer

30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.

30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.

30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.

30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.

● Place for completion

30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.

30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.

30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

● Payments on completion

30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to $2,000) or *settlement cheque*.

30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).

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

30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.

31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.

31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.

31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

1 LORCH RD CLEDERAL 2180

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32 Residential off the plan contract

32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).

32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.

32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –

32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and

32.3.2 the claim for compensation is not a claim under this contract.

11 COACHWOOD CT, FEDERAL 2480

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SPECIAL CONDITIONS

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

Property: 11 Coachwood Court Federal 2480

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

1. Amendments to the Standard Contract

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

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

2. Whole Agreement

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

3. Trade Practice Exclusion, Condition Warranty Exclusion

It is hereby acknowledged that:

(a) The Purchaser has not been induced to enter into this Contract by any statement made or given by or on behalf of the Vendor.

(b) The Purchaser has relied entirely upon suitable enquiries and inspection as to the condition of the Property before entering into this Contract.

(c) The Property is purchased in its present state and condition.

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

4. Notice to Complete

(a) It is hereby expressly agreed and declared that at any time after the expiration of the time for completion as set out herein either party shall be entitled to serve upon the other a Notice to Complete this Contract requiring the other to complete the same within not less than 14 days after the date of such Notice and making such time for completion of the essence of the Contract and both parties acknowledge that any notice so given by either party shall be valid for all purposes both at Law and in Equity and that the time for completion of the Contract shall be reasonable and the person receiving such notice shall not be entitled to make any objection thereto and if the person receiving such notice shall fail to comply with the same the person giving such notice shall forthwith be entitled to rescind this Contract BUT PROVIDED ALWAYS that the person giving such notice shall be at liberty at any time to withdraw the said notice without prejudice to his continuing right to give any further such notice.

(b) In the event that:

(i) the Vendor is to issue a Notice to Complete to the Purchaser; or

(ii) the Purchaser fails to complete the Contract on the completion date, through no fault or delay on the part of the Vendor; or

(iii) provided there is no fault on the part of the Vendor:

(a) the Vendor or the Vendor's mortgagee is required to recalculate either the sum required to discharge the mortgage or the settlement figures; or

(b) the completion address is to be other than as nominated by either the Vendor's outgoing mortgagee or the Vendor's Solicitor; or

(c) the Vendor's mortgagee makes an additional charge to the Vendor because of a variation of the completion date,

then the Purchaser shall allow, as an adjustment ("the adjustment") on completion in the sum of $440.00 inc GST (to cover, legal costs and other expenses incurred as a consequence of the delay, as a genuine pre estimate of those additional expenses), for each time any of the above occurs of the abovementioned events, in addition to any interest payable by the Purchaser to the Vendor under this Contract for late completion by the Purchaser. The obligation to pay the adjustment is an essential term of this agreement and the Vendor is under no obligation to complete this agreement unless the adjustment provided for in this special condition has been paid.

5. Interest Payable for Delay in Completion

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

6. Claims by Purchaser

(a) Notwithstanding any other provision in this Contract to the contrary, the words "5% of the price" shall be deleted from sub-clause 7.1.1 and replaced with the words "1% of the price".

(b) Notwithstanding the provisions of Clauses 6 and 7, the parties expressly agree that any claim for compensation and/or any objection by the Purchaser shall be deemed to be a requisition for the purposes of Clause 8 entitling the Vendor to rescind this Contract.

(c) Clause 8.1 – delete the words “on reasonable grounds” and replace with “at the Vendor’s absolute discretion”.

7. Alterations to Contract

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

8. Indemnity against Commission

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

9. Purchase Acknowledgments

(a) Notwithstanding anything contained herein the Purchaser shall take title subject to the existing water, sewerage, drainage, gas, electricity and other installations and services and shall not make any objection thereto or make any requisitions or claim for any compensation in respect thereof on the ground that any connection passes through any other Property or that any connection to any other Property passes through the Property hereby sold.

(b) The Purchaser acknowledges and warrants that it has satisfied itself with its owns enquires, information, knowledge and judgement concerning the Property, the Land and its boundaries, its fencing and all other improvements making up the Property, and Purchases the Property:

(i) In its present condition, location, state of repair and/or approval;

(ii) Subject to all defects latent and patent;

(iii) Subject to any infestations and dilapidation;

(iv) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the Property; and

(v) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

(c) The Purchaser agrees not to seek to terminate, rescind or make any objection requisition or claim for compensation or require the Vendor to do anything about the state of such items or matters arising from the Purchaser's acknowledgment in this clause and shall remain at all times the Purchaser's risk.

10. Searches and enquiries

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

11. Exchange by Email or PDF Contract

(a) This Contract may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were on the same instrument.

(b) Execution by either or both of the parties to the Contract of an email copy of this Contract and transmission by email of a copy of the Contract executed by that party to the other party or the other party's solicitors shall constitute a valid and binding execution of this Contract by such party or parties.

(c) The parties agree to the use of electronic signatures as a valid form of execution.

(d) For the purposes of the *Electronic Transactions Act 1999* (Cth) and *Electronic Transactions Act 2000* (NSW) (or the appropriate Act as Amended) each of the parties consents to receiving and sending the Contract electronically.

(e) No original documents will be sent via post unless it is requested in writing and at the cost of the party requesting the original document.

12. Electronic Settlement

(a) The parties agree to settle this sale electronically in accordance and compliance with the Electronic Conveyancing National Law.

(b) The provisions of this Contract continue to apply as modified by the electronic settlement procedures unless for any reason a party notifies the other in writing that settlement can no longer be conducted electronically at which time the matter will proceed as a paper settlement. In this event any disbursements incurred will be shared equally by the parties and adjusted at settlement but each party shall pay their own costs.

(c) Within 7 days of exchange the Vendor will open and populate the electronic workspace, including the date and time of settlement and invite the Purchaser and any discharging mortgagee to join, failing which the Purchaser may do so.

(d) Within 7 days of receipt of the invitation the Purchaser must join and create an electronic transfer and invite any incoming mortgagee to join.

(e) Settlement takes place when the financial settlement takes place.

(f) Anything that cannot be delivered electronically must be given to the relevant party immediately following settlement.

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

(h) Any notice served on a party in the electronic workspace must also be served in accordance with the condition of this Contract relating to service of notices.

13. Electronic Signatures

(a) The parties agree to accept, for the purposes of exchange of Contract, signatures by either the Vendors or Purchasers which are provided by way of photocopy, email or any other form of electronic signatures.

(b) The parties agree that the exchange of Contract as set out in Special Condition 12 above shall constitute a valid and binding Contract between parties and that the original signed front page of the Contract is not required to be provided by the other party.

(c) The parties agree that they shall not make any requisition, objection, claim or delay completion due to the manner of execution of this Contract as at the exchange date nor the original signed front page of the Contract being provided between exchange and completion.

14. Inclusions

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

15. Requisitions

(a) The Purchaser acknowledges that the Vendor has no knowledge of matters which occurred before taking possession of the Property which is the subject of this sale.

(b) The Purchaser cannot make any requisitions under, or in connection with, this Contract other than a requisition concerning title to the Property.

(c) Despite anything in the Contract or under the general law, the Purchaser agrees that the form of Requisitions on Title which shall be submitted pursuant to printed condition 5 of the Contract shall only be in the form annexed hereto and marked "A".

16. Order on Agent

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

17. Adjustments

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

18. FIRB

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

19. Fencing

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

20. Death or Incapacity

Notwithstanding any rule of law or equity to the contrary, should either party, or if more than one any one of them, prior to completion die or become mentally ill, as defined in the Mental Health Act, or become bankrupt, or if a company go into liquidation, then either party may rescind this Contract by notice in writing forwarded to the other party and thereupon this Contract shall be at an end and the provisionsof clause 19 hereof shall apply.

21. Smoke alarms

The Property has smoke alarms installed.

22. COVID-19

If any event, matter or circumstance occurs, including but not limited to introduction of legislation by any level of government unless that legislation specifically states that the legislation cannot be Contracted out of, in connection with the Coronavirus (Covid-19) and/or any other Epidemic, Pandemic or outbreak of infectious disease or any derivative, mutation or strain of such viruses, or the threat or perceived threat of any of these then the party affected cannot terminate or delay requirement in the Contract nor shall they be entitled to reduced payments and or abatement of payments required pursuant to the Contract due to the event, matter or circumstance. The Contract is not void or voidable due to that event, matter or circumstance nor should a term be implied into the Contract due to that event, matter or circumstance.

23. On Site Sewage Management System

The Vendor discloses and the Purchaser acknowledges that the on-site sewage management system servicing the Property may not comply with Council's requirements and the Purchaser shall make no objection, requisition or claim for compensation, delay settlement, rescind or terminate the Contract by reason of such non-compliance.

.....	.....
.....	.....
Vendor	**Purchaser**

ANNEXURE "A"

REQUISITIONS ON TITLE

Vendor: **Amanda Belinda Flanagan and Jesse Kevin Flanagan**

Purchaser:

Property: **11 Coachwood Court Federal 2480**

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

1. Are there any restrictions on the right of the registered proprietor to convey to the Purchaser the Property and inclusions free of encumbrances and with vacant possession?
2. Are there any encroachments by or upon the Property?
3. Has the construction and use of the improvements erected on the Property been approved by the responsible authorities and comply with their requirements?
4. Is the Vendor aware of anything that affects the use of the Property that is not immediately apparent to the Purchaser on normal inspection?
5. Are there any advices, proposals, enquiries, notices, claims or disputes that might affect the Property?

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 18/814436

SEARCH DATE	TIME	EDITION NO	DATE
3/2/2023	2:24 PM	11	24/11/2017

LAND

LOT 18 IN DEPOSITED PLAN 814436
AT FEDERAL
LOCAL GOVERNMENT AREA BYRON
PARISH OF JASPER COUNTY OF ROUS
TITLE DIAGRAM DP814436

FIRST SCHEDULE

JESSE KEVIN FLANAGAN
AMANDA BELINDA FLANAGAN
AS JOINT TENANTS (CN AM915095)

SECOND SCHEDULE (3 NOTIFICATIONS)

1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
2 DP814436 RESTRICTION(S) ON THE USE OF LAND
3 AM915096 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

2301023 PRINTED ON 3/2/2023

* 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.

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PLAN FORM 3 — To be used in conjunction with Plan Form 2 — WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION — *OFFICE USE ONLY

DP 814436

Registered 18-12-1991

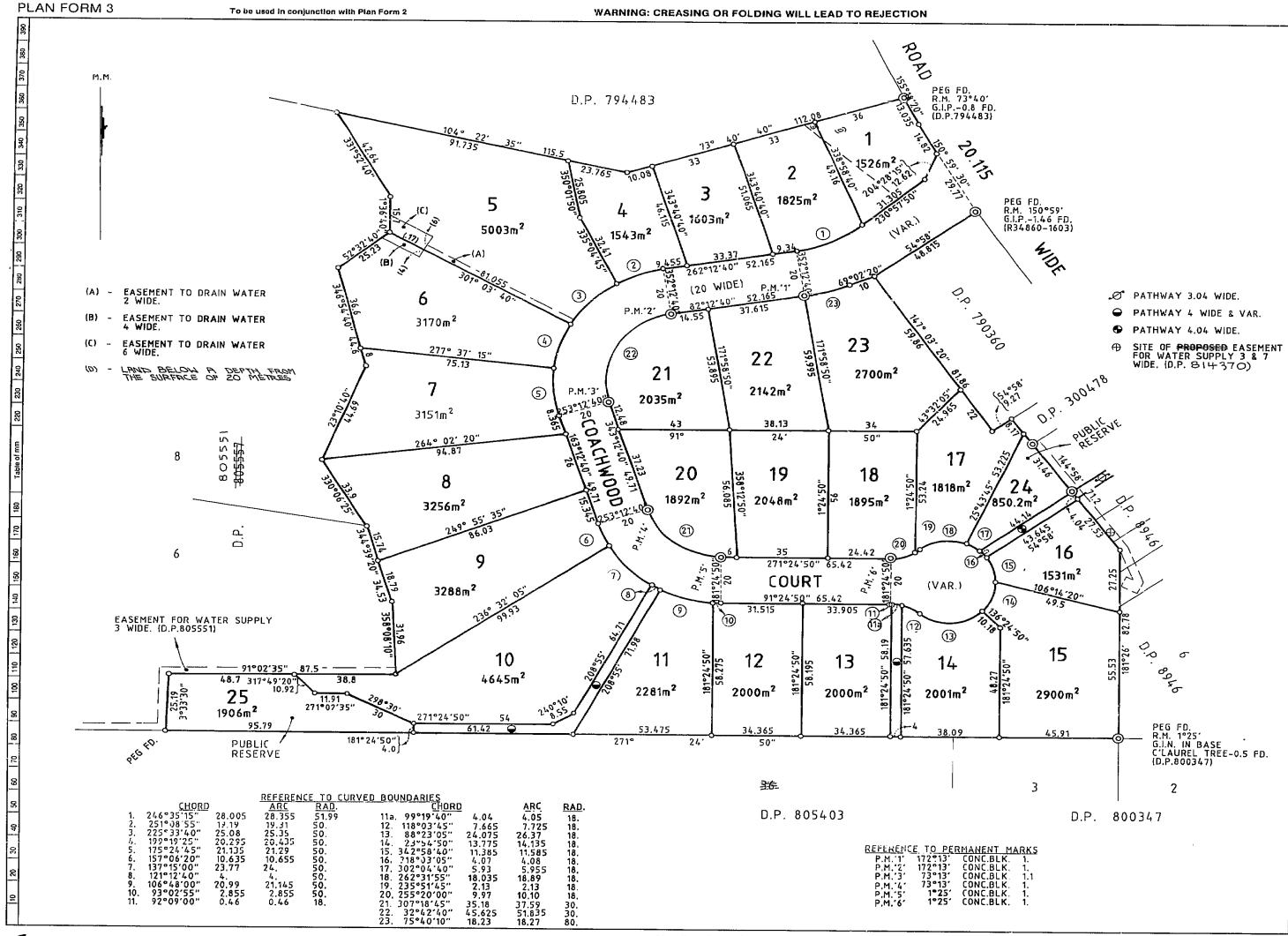
This is sheet 2 of my plan in 2 sheets dated

Surveyor registered under Surveyors Act 1929

This is sheet 2 of the plan of 2 sheets covered by my Certificate No. 66/91 of 29-11-91

Council Clerk

For use where space is insufficient in any panel on Plan Form 2.



REFERENCE TO CURVED BOUNDARIES

	CHORD	ARC	RAD.
1.	246°35'15" 28.005	28.355	51.99
2.	251°08'55" 19.19	19.31	50.
3.	225°33'40" 25.08	25.35	50.
4.	199°19'25" 20.295	20.435	50.
5.	175°24'45" 21.135	21.29	50.
6.	157°06'20" 10.635	10.655	50.
7.	137°15'00" 23.77	24.	50.
8.	121°12'40" 4.	4.	50.
9.	106°48'00" 20.99	21.145	50.
10.	93°02'55" 2.855	2.855	50.
11.	92°09'00" 0.46	0.46	18.

	CHORD	ARC	RAD.
11a.	99°19'40" 4.04	4.05	18.
12.	118°03'45" 7.665	7.725	18.
13.	88°23'05" 24.075	24.37	18.
14.	77°24'50" 13.775	14.135	18.
15.	342°58'40" 11.385	11.585	18.
16.	318°33'05" 4.07	4.08	18.
17.	302°04'40" 5.93	5.955	18.
18.	262°31'55" 18.035	18.89	18.
19.	235°51'45" 2.13	2.13	18.
20.	255°20'00" 9.97	10.10	18.
21.	307°18'45" 35.18	37.59	30.
22.	32°42'40" 45.625	51.835	30.
23.	75°40'10" 18.23	18.27	80.

REFERENCE TO PERMANENT MARKS

P.M.'1'	172°13'	CONC.BLK.	1.
P.M.'2'	172°13'	CONC.BLK.	1.
P.M.'3'	73°13'	CONC.BLK.	1.1
P.M.'4'	73°13'	CONC.BLK.	1.
P.M.'5'	1°25'	CONC.BLK.	1.
P.M.'6'	1°25'	CONC.BLK.	1.

Reduction Ratio 1: 1000

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE: 90/120

2

10 20 30 40 50 60 70 Table of mm 110 120 130 140

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Req:R071098 /Doc:DP 0814436 P /Rev:23-Dec-1992 /NSW LRS /Pgs:ALL /Prt:07-Feb-2023 11:21 /Seq:1 of 2
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PLAN FORM 2

Plan Drawing only to appear in this space

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DP 814436

Registered 18-12-1991

CA 66/91 OF 29-11-1991

Title System TORRENS

Purpose SUBDIVISION

Ref. Map 9540-1-S-2

Last Plan D. P. 814370

PLAN OF SUBDIVISION OF LOT 25 D.P.814370

Lengths are in metres. Reduction Ratio 1: 1000

Mun./Shire/City BYRON ~~BAY~~

Locality: FEDERAL

Parish: JASPER AND CLUNES

County: ROUS

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

I, JOHN ROBERT HAGGERTY
of HOSIE HAGGERTY & ASSOCIATES
a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that the survey represented in this plan AS REGARDS LOTS 1 TO 25 is accurate and has been made in accordance with the Survey Practice Regulations, 1933 and any special requirements of the Department of Lands, and was completed on
the 1-11-1991
Signature: J.R. Haggerty
Surveyor registered under Surveyors Act, 1929, as amended.
Datum Line of Azimuth "X" - "Y"
#Insert date of survey.

Plans used in preparation of survey/compilation.
D.P. 805551
D.P. 800347
D.P. 794483
D.P. 790360

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.

IT IS INTENDED TO DEDICATE TO THE PUBLIC:-
1. COACHWOOD COURT
2. PATHWAY 3.04 WIDE ☒
3. PATHWAY 4 WIDE
4. PATHWAY 4.04 WIDE

IT IS INTENDED TO CREATE:-
1. LOTS 24 & 25 AS PUBLIC RESERVE

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT IT IS INTENDED TO CREATE:-
1. EASEMENT TO DRAIN WATER 2 WIDE - (A)
2. EASEMENT TO DRAIN WATER 4 WIDE - (B)
3. EASEMENT TO DRAIN WATER 6 WIDE - (C)
4. RESTRICTIONS ON USE

☒ PATHWAY 3.04 WIDE SUBJECT TO EASEMENT FOR WATER SUPPLY 3 WIDE - DP814370

(re Council reference:- SCD ST 2500 x Pt. 2638.D90/91)

PLAN AMENDED IN LTO AT SURVEYOR'S REQUEST

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

I, [illegible] DAVIDSON
in the presence of
the Bank of New South Wales
its Attorney
Signature of witness
Name of witness
Address of witness
Occupation of witness

STATE BANK OF NEW SOUTH WALES
by its Attorney pursuant to power of attorney book 3781 number 668
I declare that I have no notice of the revocation of the power of attorney
Signature
Title MANAGER

Crown Lands Office Approval

PLAN APPROVED ..... Authorised Officer

Land District .....

Paper No. .....

Field Book ..... pages .....

Council Clerk's Certificate

I hereby certify that

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

*(b) the requirements of Part 3 Division 2 of the Hunter Water Board Act 1987 and Hunter Water Supply Authorities Act 1987

have been complied with by the applicant in relation to the proposed SUBDIVISION (insert new road, subdivision or consolidated lot) set out herein

Subdivision No 66/91

Date 29-11-91

Signature ..... (Council Clerk)

Council File No. 5871 x 2638 D. 90/391

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

† Delete if inapplicable

SURVEYOR'S REFERENCE 90/120

MPD

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Reg:R071099 /Doc:DP 0814436 B /Rev:13-Jan-1993 /NSW LRS /Pgs:ALL /Prt:07-Feb-2023 11:21 /Seq:1 of 1
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(3)

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

(Sheet 1 of 2 Sheets)

Lengths in metres

PART 1

Plan: DP814436

Subdivision covered by Council Clerk's Certificate No. 66/91 of 1991.

Full name and address of proprietor of the land

ORHILL PTY LIMITED of Cooks Lane, Dalwood, Via Alstonville, 2477.

1. Identity of easement or restriction firstly referred to in above-mentioned plan:

Easement to drain water 2 wide

Schedule of lots, etc affected

Lots burdened	Lots, name of road, or Authority, benefited
Lot 5	The Council of the Shire of Byron.

2. Identity of easement or restriction secondly referred to in the above-mentioned plan:

Easement to drain water 4 wide,

Schedule of lots, etc affected

Lots burdened	Lots, name of road or Authority benefited
Lot 6	The Council of the Shire of Byron

3. Identity of easement or restriction thirdly referred to in the above-mentioned plan:

Easement to drain water 6 wide.

Schedule of lots, etc affected

Lots burdened	Lots, name of road or Authority benefited
Lot 5	The Council of the Shire of Byron.

4. Identity of easement or restriction fourthly referred to in above-mentioned plan:

Restrictions on use.

(This is Sheet 1 of a 2 Sheet Instrument)

REGISTERED 18-12-1991

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

DP814436

(Sheet 2 of 2 Sheets)

Schedule of lots, etc. affected

Lots burdened	Lots, name of road or Authority benefited
Lots 1 to 23	Every other lot.

PART 2

1. Terms of Restrictions on Use fourthly referred to in above mentioned plan:

(a) No building shall be erected upon the subject land having a floor space (excluding car ports and outbuildings) of less than 110 square metres without the written consent of ORHILL PTY. LIMITED

(b) No septic system shall be installed upon the subject land other than a treated domestic effluent disposal system.

(c) No dividing fence shall be erected on any of the subject land dividing it from any adjoining Lot owned by Orhill Pty. Limited but such consent shall not be withheld if such fence shall be erected without expense to it and in favour of any person dealing with the owner for the time being of such Lot such consent shall be deemed to have been given in respect of every such fence for the time being erected and upon transfer of such adjoining land by it this restriction shall become absolutely void.

(d) No signs or hoardings of any nature whatsoever shall be erected upon the subject land with the exception of "For Sale" signs.

(e) No fence erected on the subject land shall consist of unpainted galvanised iron material.

(f) There shall be no buildings erected upon the said land other than a single unit dwelling with attached garage or carport and no other building of any type shall be erected upon the said land.

Name of person empowered to release, vary or modify restrictions secondly referred to in above mentioned plan:

The Council of the Shire of Byron. AS TO CLAUSE 1(b) AND ORHILL PTY. LIMITED AS TO CLAUSES 1(a) AND 1(c) TO 1(f) - VIDE AGREEMENT WITH REQUEST E 158353

28.5.1992

THE COMMON SEAL of ORHILL PTY LIMITED was hereunto affixed by resolution of the Directors in the presence of:

Director .....

Secretary .....

THE COMMON SEAL OF ORHILL PTY. LIMITED A.C.N. 003 580 191

STATE BANK OF NEW SOUTH WALES being a mortgagee of the land within described hereby consents to this SUB-DIVISION

STATE BANK OF NEW SOUTH WALES by its Attorney pursuant to power of attorney book 3781 number 668 and I declare that I have no notice of the revocation of the said power of attorney

Signature .....

Title .....

State Bank of New South Wales By its Attorney DARENE L. SMITH (Full name of Attorney - block letters) who is personally known to me.

Witness .....

SHIRE CLERK BYRON SHIRE COUNCIL

(This is Sheet 2 of 2 Sheet Instrument)

REGISTERED 18-12-1991

AMENDMENTS AND/OR ADDITIONS MADE ON PLAN IN THE LAND TITLES OFFICE

10 20 30 40 50 60 70 Table of mm 110 120 130 140

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Date: 03/02/2023
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BYRON SHIRE COUNCIL

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

Property: **11 Coachwood Court FEDERAL 2480**
Description: **LOT: 18 DP: 814436**
Parish: **Jasper**
County: **Rous**
Parcel No: **150970**

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1 Names of relevant planning instruments and DCPs

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

Byron Local Environmental Plan 2014

State Environmental Planning Policies – refer to Annexure 1

Byron Shire Development Control Plan (DCP) 2014.

(2) The name of each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land.

Draft State Environmental Planning Policies – refer to Annexure 1

Planning Proposals – refer to Annexure 2.

2 Zoning and land use under relevant planning instruments.

The following matters for each environmental planning instrument or draft environmental planning instrument that includes the land in a zone, however described:

(a) the identity of the zone, whether by reference to —
(i) a name, such as "Residential Zone" or "Heritage Area" or
(ii) a number, such as "Zone No 2(a)",
(b) the purposes for which development in the zone –
(iii) may be carried out without development consent, and
(iv) may not be carried out except with development consent, and
(v) is prohibited.
(c) whether additional permitted uses apply to the land,
(d) whether development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the fixed minimum land dimensions,
(e) whether the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*,
(f) whether the land is in a conservation area, however described,
(g) whether an item of environmental heritage, however described, is situated on the land.

BYRON LOCAL ENVIRONMENTAL PLAN 2014

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

Zone RU5 Village

1 Objectives of zone

- To provide for a range of land uses, services and facilities that are associated with a rural village.

2 Permitted without consent

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

3 Permitted with consent

Agricultural produce industries; Amusement centres; Bed and breakfast accommodation; Building identification signs; Business identification signs; Business premises; Camping grounds; Car parks; Caravan parks; Centre-based child care facilities; Community facilities; Depots; Dwelling houses; Entertainment facilities; Environmental facilities; Exhibition homes; Farm buildings; Flood mitigation works; Function centres; Garden centres; Hardware and building supplies; Helipads; Home businesses; Industrial retail outlets; Industrial training facilities; Information and education facilities; Light industries; Local distribution premises; Markets; Mortuaries; Neighbourhood shops; Office premises; Oyster aquaculture; Places of public worship; Plant nurseries; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Registered clubs; Residential accommodation; Respite day care centres; Restaurants or cafes; Roads; Roadside stalls; Rural supplies; Schools; Self-storage units; Service stations; Serviced apartments; Sewerage systems; Shops; Tank-based aquaculture; Timber yards; Transport depots; Vehicle repair stations; Vehicle sales or hire premises; Veterinary hospitals; Warehouse or distribution centres

4 Prohibited

Dual occupancies (detached); Multi dwelling housing; Residential flat buildings; Rural workers' dwellings; 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(c) No additional permitted uses apply to the land.

2(d) The dimensions of the land have no bearing as to whether or not a dwelling-house may be erected on the land. Further information in regard to whether a dwelling-house is permissible with the consent of council is contained in Section 10.7(5) of this certificate (if applied for).

2(e) The land is not in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*

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

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

3 Contributions plans

(1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.

(2) If the land is in a special contributions area under Division 7.1, the name of the area.

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

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

(2) The land is not in a special contributions area under Division 7.1.

4 Complying Development

(1) If the land is land on which complying development may be carried out under each of the complying development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of that Policy, clause 1.17A (1) (c) - (e), (2), (3) or (4), 1.18(1)(c3) or 1.19.

(2) If complying development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.

(3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that—

(a) a restriction applies to the land, but it may not apply to all of the land, and
(b) the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

(4) If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.

Complying development under General 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 Low Rise Housing Diversity 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 Greenfield Housing Code

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

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

Complying development under the Rural Housing Code

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

Complying development under the Agritourism and Farm Stay Accommodation Code

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

Complying development under the Industrial and Business Buildings Code (previously known as 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 Industrial & Business Alterations Code (previously known as 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.

5 Exempt development

(1) If the land is land on which exempt development may be carried out under each of the exempt development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of that Policy, clause 1.16(1)(b1)-(d) or 1.16A.

(2) If exempt development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.

If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that—

(a) a restriction applies to the land, but it may not apply to all of the land, and
(b) the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.

(3) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

Exempt development may be carried out on the land.

6 Affected building notices and building product rectification orders

(1) Whether the council is aware that -

(a) an affected building notice is in force in relation to the land, or

(b) a building product rectification order is in force in relation to the land that has not been fully complied with, or

(c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.

(2) In this section —

***affected building* notice has the same meaning as in the *Building Products (Safety) Act 2017, Part 4*.**
building product rectification order* has the same meaning *as in the Building Products (Safety) Act 2017

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

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

7 Land reserved for acquisition
Whether an environmental planning instrument or proposed environmental planning instrument referred to in section 1 makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15.

BYRON LOCAL ENVIRONMENTAL PLAN 2014

No provision is made for acquisition of the land.

PROPOSED ENVIRONMENTAL PLANNING INSTRUMENT

Not applicable.

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

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

Not affected

(b) any environmental planning instrument, or

Not affected

(c) any resolution of the council

Not affected

9 Flood related development controls

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

It is undetermined if the land or part of the land is within the flood planning area and subject to flood related development controls.

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

It is undetermined if the land or part of the land is between the flood planning area and the probable maximum flood boundaries and subject to flood related development controls.

(3) In this section—

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

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

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

10 Council and other public authority policies on hazard risk restrictions

(1) Whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.

(2) In this section—

***adopted policy* means a policy adopted—**
(a) by the council, or
(b) by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.

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

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 sulfate soil and any other risk (other than flooding).

11 Bush fire prone land

(1) If any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bush fire prone land.

(2) If none of the land is bush fire prone land, a statement to that effect.

None of the land is bush fire prone land.

12 Loose-fill asbestos insulation

If the land includes residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, that are listed on the Register kept under that Division, a statement to that effect.

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

13 Mine subsidence

Whether the land is declared to be a mine subsidence district, within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.

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

14 Paper subdivision information

(1) The name of a development plan adopted by a relevant authority that —

(a) applies to the land, or

(b) that is proposed to be subject to a ballot.

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

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

(1) Not applicable.

(2) Not applicable.

15 Property vegetation plans

If the land is land in relation to which a property vegetation plan is approved and in force under the *Native Vegetation Act 2003*, Part 4, a statement to that effect, but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act.

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

16 Biodiversity stewardship sites

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under the Biodiversity Conservation Act 2016, Part 5, a statement to that effect, but only if the council has been notified of the existence of the agreement by the Biodiversity Conservation Trust.

Note— Biodiversity stewardship agreements include biobanking agreements under the Threatened Species Conservation Act 1995, Part 7A that are taken to be biodiversity stewardship agreements under the Biodiversity Conservation Act 2016, Part 5.

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

17 Biodiversity certified land

If the land is biodiversity certified land under the *Biodiversity Conservation Act 2016*, Part 8, a statement to that effect.

Note— Biodiversity certified land includes land certified under the *Threatened Species Conservation Act 1995*, Part 7AA that is taken to be certified under the *Biodiversity Conservation Act 2016*, Part 8.

The land is not biodiversity certified land

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

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

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

19 Annual charges under *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works.

(1) If the *Coastal Management Act 2016* applies to the council, whether the owner, or a previous owner, of the land has given written consent to the land being subject to annual charges under the *Local Government Act 1993*, section 496B, for coastal protection services that relate to existing coastal protection works.

(2) In this section —
existing coastal protection works has the same meaning as in the Local Government Act 1993, section 553B.

Note — Existing coastal protection works are works to reduce the impact of coastal hazards on land, such as seawalls, revetments, groynes and beach nourishment, that existed before 1 January 2011.

Council is not aware of such a consent.

20 State Environmental Planning Policy (Western Sydney Aerotropolis) 2020

Whether under *State Environmental Planning Policy (Western Sydney Aerotropolis) 2020* the land is—

(a) in an ANEF or ANEC contour of 20 or greater, as referred to in that Policy, clause 19, or

(b) shown on the Lighting Intensity and Wind Shear Map, or

(c) shown on the Obstacle Limitation Surface Map, or

(d) in the "public safety area" on the Public Safety Area Map, or

(e) in the "3 kilometre wildlife buffer zone" or the "13 kilometre wildlife buffer zone" on the Wildlife Buffer Zone Map.

State Environmental Planning Policy (Western Sydney Aerotropolis) 2020 does not apply to the land.

21 Development consent conditions for seniors housing

If *State Environmental Planning Policy (Housing) 2021*, Chapter 3, Part 5 applies to the land, any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in that Policy, clause 88(2).

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

22 Site compatibility certificates and development consent conditions for affordable rental housing

(1) Whether there is a current site compatibility certificate under *State Environmental Planning Policy (Housing) 2021*, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land and, if there is a certificate—

(a) the period for which the certificate is current, and

(b) that a copy may be obtained from the Department.

(2) If *State Environmental Planning Policy (Housing) 2021*, Chapter 2, Part 2, Division 1 or 5 applies to the land, any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, clause 21(1) or 40(1).

(3) Any conditions of a development consent in relation to land that are of a kind referred to in *State Environmental Planning Policy (Affordable Rental Housing) 2009*, clause 17(1) or 38(1).

(4) In this section —
***former site compatibility certificate* means a site compatibility certificate issued under State *Environmental Planning Policy (Affordable Rental Housing) 2009*.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Mark Arnold
General Manager



Per

ANNEXURE 1

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

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

DRAFT STATE ENVIRONMENTAL PLANNING POLICIES PLACED ON EXHIBITION PURSUANT TO SCHEDULE 4 1(2) OF THE ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2000

26.2020.1.1 - Amendment to State Environmental Planning Policy (Housing) 2021- Planning Proposal to:

1. introduce a mapping overlay for the Byron LGA known as the Byron Shire Short-term Rental Accommodation (STRA) Area Map to identify precincts where non-hosted STRA is permitted 365 days per year.

2. include a new clause that limits non-hosted STRA in the Byron LGA to 90-days in any 365-day period where a dwelling is located on land outside a mapped precinct. The Byron LGA to be removed from the list of “prescribed areas” under Clause 112(3) of the SEPP (Housing) for this provision to have effect.

3. provide a 12-month transition period deferring commencement in the Byron Shire local government area.

ANNEXURE 2

DRAFT LOCAL ENVIRONMENTAL PLAN/S No/S PLACED ON EXHIBITION PURSUANT TO SCHEDULE 4 1(4) OF THE ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2000

26.2021.3.1 – Amendment to Byron LEP 2014 – Planning Proposal to rezone part of 150 Lismore Road, Bangalow from RU1 Primary Production to IN1 General Industrial and C3 Environmental Management. The remainder of the lot is to remain as RU1 Primary Production. A minimum lot size of 1000m2 and floor space ratio of 0.75:1 is proposed for the industrial zoned area. This is the same that applies to the adjoining industrial estate.

26.2022.6.1 - On 1 December 2022, Business and Industrial zones will be replaced by the new Employment zones under the Standard Instrument (Local Environmental Plans) Order 2006. The Department of Planning and Environment is currently exhibiting details of how each Local Environmental Plan that includes a current Business or Industrial zone will be amended to use the new Employment zones. The Explanation of Intended Effect (EIE) and a searchable web tool that displays the current and proposed zone for land covered in this public exhibition is available on the Planning Portal.

Byron Shire Council

OCCUPATION CERTIFICATE

File No. 150970D x C6 1992.2250.1 /#476938

Applicant: Ms P A Antoniacomi
8 Dolphin Street
BALLINA NSW 2478

Type of Certificate: Final

Date Of Determination: 17 June 1992

Property Description: Dwelling

Property Address: LOT: 18 DP: 814436
11 Coachwood Court FEDERAL

Attachments: Nil

Byron Building Approvals 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: 6.1992.2250.1

Principal Certifying Authority: Byron Building Approvals

.....

Peter Zagorski- Senior Building Surveyor

10 September 2004

Date of Endorsement

#A2023/5900 File No. 150970 x 70.2001.120.2

21 February 2023

Mr J K & Mrs A B Flanagan
PO Box 6
FEDERAL NSW 2480

Email: jesseflanagan1@gmail.com

Dear Mr and Mrs Flanagan

APPROVAL TO OPERATE AN ONSITE SEWAGE MANAGEMENT SYSTEM (OSMS)

Approval To Operate An Onsite Sewage Management System (OSMS) *Local Government Act 1993 - Section 68: C6*		
Application No.	70.2001.120.2	
Parcel No.	150970	
Proposal	Three Bedroom Dwelling	
Property Description	LOT: 18 DP: 814436 11 Coachwood Court FEDERAL	
Operator	Mr J K & Mrs A B Flanagan	
Structures Connected to OSMS	Three Bedroom Dwelling	
Installed System	Treatment 1	Aerated Wastewater Treatment System
	Treatment 2	Disinfection
	Disposal Type	Evapotranspiration

As the owner of an OSMS (also known as a septic system), you have obligations to manage it so as to minimise the likelihood of adverse impacts to public and environmental health and amenity.

This Approval to Operate (ATO) sets out those obligations.

1. The OSMS shall be maintained and checked quarterly by a suitably qualified and experience tradesperson. A copy of each service report must be sent to council
2. The OSMS is currently approved to connect to a Three Bedroom Dwelling**.**
3. Council reserves the right to revoke or modify an approval issued for the operation of an OSMS 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.

4. The OSMS wastewater system is to be operated generally in accordance with:

Plan/Report No.	Description	Prepared by	Dated:	Council Record
Byron Shire council: On-Site Sewage Management Systems (OSMS) Approval to Operate (ATO) Conditions and Minimum Maintenance Requirements (attached).				

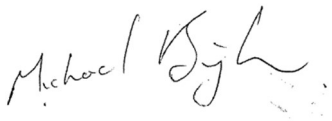
Conditions:

1. For general operating conditions refer to the Onsite Sewage Management Systems (OSMS) Approval to Operate (ATO) Conditions and Minimum Maintenance Requirement.
2. Your approval is for one year and will be renewed via the payment of the fee on your rates notice.
3. The duration or other conditions of your ATO may be altered by Council, if so we will let you know when and why.
4. If your system fails or is showing signs of stress such as foul odours or wet patches in the yard, please notify your service technician and Council ASAP. Council needs to know so that we can undertake a risk assessment and advise you of appropriate remedial actions. If your system is not working properly and you fail to take preventative or remedial action you may face penalties under environmental protection legislation.
5. A new approval to operate is required when:
    a. The system is altered because of an upgrade.
    b. New plumbing connections are made to the system e.g. an ensuite is added, a shower is installed in the shed or toilet to the studio.
    c. When the property changes hands.
6. It is important that no additions, alterations or modifications are carried out on the OSMS without first obtaining Council approval. You can contact council at any time to discuss the alterations and approval process.
7. If your property is tenanted you will need to inform your tenants of their obligations when using your OSMS.

Information we are obliged to advise you:

1. An ATO does not mean that the OSMS was approved to be installed, installed as approved or has been previously maintained as required, however Council can help you answer these questions too.
2. An ATO does not mean your OSMS is operating as designed and free of defects. If you are unsure Council highly recommends that you engage a OSMS technician to verify the system is operating as designed and as required by these conditions. Council records may also help you.
3. You have the right to appeal any of these conditions within 28 days of the date of issue of this approval (Section 100 of Local Government Act 1993), fees apply.

Your sincerely



Michael Bingham

Environmental Health Officer

Note: *This Notice, inspections relating to it and actions arising there from relate only to OSMS 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 suc

ONSITE SEWAGE MANAGEMENT SYSTEMS ('OSMS')
APPROVAL TO OPERATE ('ATO') CONDITIONS and

MINIMUM MAINTENANCE REQUIREMENTS

Failure to regularly maintain your OSMS may result in system failure with consequent human and environmental health impacts and legal liabilities, not to mention expensive repairs and or replacement. These conditions will help minimise the likelihood of a failure and maximise the life span of an asset that can be expensive to replace.

General Conditions That Apply To All OSMS

1. Regularly check for OSMS failures which are generally indicated by:
    a. Plumbing fixtures and fittings 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.
2. Contact your OSMS technician as soon as you suspect a failure or when alarms (where fitted) are activated. Cease all discharges of household wastewater to the OSMS until it is repaired.
3. In the event of OSMS failure always cordon off affected areas so that people, pets and livestock do not come into contact with untreated or partially treated sewage.
4. Minimise water usage in the building/s to reduce the load on the system, via for example dual flush toilets, low flow shower roses, front load washing machines.
5. Minimise the amount of grease, oils, vegetable matter and grit entering the system via sink strainers and putting grease and oil in the garbage or compost. This will help reduce the frequency of septic tank pump outs required.
6. Use only septic safe cleaners and detergents around the home. Chemicals such as disinfectants and bleaches can kill the bacteria in your system leading to foul odours and potential system failure. Do not dispose of other waste, chemicals or medicines down the sinks and drains, for the same reasons.
7. Stormwater, either via connecting pipes or overland flow, should not be allowed to enter tanks and reed beds. Stormwater should be directed away from your Land Application Area/s.
8. Protect all components of your OSMS, including the connecting pipes, from damage by vehicles, hoofed animals (cows, goats, pigs, horse etc), tree roots etc.
9. The OSMS shall be operated in accordance with the manufacturer's recommendation.
10. Use protective clothing and gloves when handling any components associated with waste water management. Always wash yourself well using warm water and soap after coming into contact with any components, sewage, or composted sewage when you are checking your OSMS. Never enter treatment tanks, gases and bacteria can be harmful to your health.
11. Provide copies of pump out receipts, service and repair reports to Council and keep copies. Having a good record of service, repair and pump put history will add value to your asset when it is time to sell.

Recommendation:
If you are unaware of your OSMS service history it is wise to engage an OSMS technician to come out and provide a service report and advise if repairs or a pump out is required, or you can come into Council to examine the records for installation plans, design reports and service records where they exist from the previous owner or installer. An application form is sometimes required to access records, refer: http://www.byron.nsw.gov.au/faq/public-access-to-documents-and-files#t136n34960

Important Note:

An application under section 68 of the Local Government Act is required before new systems are installed or replacing existing systems. The application process will enable Council to ensure the system adequately assesses the risks to human health and the environment, is appropriately sized to manage the load and meets Byron Shire and NSW Government guidelines.

Installing or upgrading an OSMS without Council approval is an offence that could lead to notices or penalties being issued and or works having to be redone. Contact Council, we are here to help you protect human health and the environment.

PRIMARY TREATMENT

Aerated Wastewater Treatment System (AWTS)

The Aerated Wastewater Treatment System (AWTS) is a more complex septic tank that improves the quality of the effluent via bacterial nutrient removal, they sometimes include a Disinfection stage (refer Disinfection section).

AWTS are reliant upon air injecting blowers or agitators to maintain bacterial activity and pumps to move the water around and eventually pump it too your Land Application Area.

Because the effluent is pumped from the tank via mechanical and electric components regular servicing is required (every three months), because if any components fail there is high potential that this style of system will overflow creating a human health and environmental hazard, potentially leading to expensive repairs to your tank and or your Land Application Area.

Maintaining Aerated Wastewater Treatment System:

1. Refer: General Conditions That Apply To All Systems section.
2. Arrange quarterly service reports via a qualified OSMS technician and provide copies of your service report to Council, (usually done by your OSMS technician but check).
3. Contact your OSMS technician as soon as any alarm is triggered.
4. The reports your OSMS technician provides at each service should include an assessment on the:
    a. Pumps,
    b. Air blower,
    c. Alarm lights or beepers
    d. Filters,
    e. Sludge depth,
    f. A sludge bulking test (not always required).
    g. Effluent quality: colour, odour, acidity and dissolved oxygen level
    h. Replenishment of the disinfectant (where applicable),
    i. The Land Application Area (see relevant section)

SECONDARY TREATMENT: FURTHER NUTRIENT REMOVAL

Disinfection

Some OSMS will require Disinfection because of either their proximity to sensitive receptors such as neighbours, waterways, high water tables, or because of the land application method, where there may be a higher likelihood of contact by humans or animals.

Disinfection is usually by way of chlorinating or exposure to ultra violet (UV) light. The disinfection process is after the treatment in the tank in the case of an AWTS and sometimes after the Sand Filter or Wetland. The disinfection process only works well when the rest of the system is working well as the effluent has to be clear and have minimal particles.

Maintaining your OSMS including Disinfection system:

1. Refer: General Conditions That Apply To All Systems section.
2. Refer to: relevant Primary Treatment section.
3. Refer to relevant Secondary Treatment section.
4. Servicing is normally done as part of servicing other system components.

LAND APPLICATION AREAS

Evapotranspiration Beds

Evapotranspiration is the process that removes water from land covered by vegetation through evaporation (loss of water from soil or wet vegetation) and transpiration (loss of water from small openings in the leaves of plants and grasses). Evapotranspiration (ETA) beds reduce reliance on effluent absorption into the soil by maximising water loss through evaporation and transpiration thereby minimising the likelihood of impacts on groundwater and making the water and residual nutrients available to plants.

Effluent is distributed through the bed by a system of slotted pipes. Capillary action draws effluent up from a lower gravel bed through sand to supply the root zone of vegetation (usually grass) on top of the bed. They are wider and shallower than trenches.

There may be a splitter box at the beginning of your ETA beds that is designed to evenly disperse the effluent into each ETA bed.

The ETA beds have been designed specifically for the load that your system has i.e. the more bedrooms you have the larger the land application area needs to be.

Maintaining your OSMS including ETA beds:

1. Refer: General Conditions That Apply To All Systems section
2. Refer to: relevant Primary Treatment section.
3. Refer to relevant Secondary Treatment section.
4. Maintain 100% vegetation cover avoid planting large trees over the bed.
5. Maximise sun exposure, prune shading plants.
6. Whenever you have the ETA beds checked ask your OSMS technician for a written report and provide a copy to Council.
7. Regularly check for signs the system may be failing, indicated by
    a. Foul odours.
    b. Excessively wet areas or smelly surface water.
    c. Lush growth of plants down slope of ET beds trench.
    d. A diversion drain should be maintained to prevent ‘water logging’ of the ETA bed via stormwater run-on.
    e. Roof waters and rain water tank overflows should be diverted away from the ETA area.
    f. ETA beds may have inspection ports that allow the inspection of the bed to ensure they are getting wet but not waterlogged.

Other Conditions and Information We Are Obliged to Provide Under Legislation

1. Any failure of the OSMS likely to cause a risk to public health or the natural environment should be reported to Council within seven days of the failure occurring.
2. The ATO is valid whilst renewals fees (paid via your rates notice) remain current.
3. Council reserves the right to revoke or modify an ATO, 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.
4. A new approval to operate is required when:

a. The system is altered because of an upgrade.

b. New plumbing connections are made to the system e.g. an ensuite is added, a shower is or toilet is installed in the shed or the studio etc.

c. When the property changes hands.

5. Failure to have a current ATO is an offence under the Local Government Act 1993 and attracts penalties of $330 (2014). Renewal is now made easier via the payment of the fee on your rates notice.

6. An ATO does not mean that the OSMS was approved to be installed, installed as approved or maintained as required; however Council can help you answer these questions too.

7. An ATO does not mean your OSMS is operating as designed and free of defects. For new owners we highly recommend that you engage an OSMS technician to verify the system is operating as designed and as required by these conditions.

Why Are These Conditions Imposed?

To minimise the likelihood that sewage and waste water management at your property will have adverse and potentially insidious affects on you, your family, visitors and tenants, neighbours, the wider community and the natural environment.

Poorly managed sewage has potential to:

- spread disease: the likelihood that humans and animal come into contact with sewage and waste water must always be minimised,
- contaminate ground and surface water that you or other people may be using,
- create foul odours affecting community amenity,
- attract rodents and undesirable insects that can also spread disease,
- have adverse effects on soils, that are an important component of onsite sewage management,
- have adverse effects on native vegetation.

Management of your system consistent with these requirements is also a legal requirement under the Local Government Act 1993 and associated regulations that also empower Local Government to:

- Enter and inspect properties, via prior written notice.
- Recover costs associated with inspections, notices and court actions.
- Charge an administration fee for service (your Approval to Operate fee).

Local Government also has authority under the Protection of the Environment Operations Act 1997 to

- Enter and inspect any premises at or from which an authorised officer reasonably suspects pollution has been, is being or is likely to be caused-at any time, without prior notice.
- Recover costs associated with inspections, notices and court actions.

Operating your system as required, keeping records and providing copies to Council will also ensure you

- Obtain the most out of an asset that is expensive to replace.
- Ensure you are in a good negotiating position when it comes time to sell.

- Will minimise the likelihood that Council will have to instigate any interventions via notices, penalties and or legal proceedings that can incur fees and charges.

Please keep a copy of this document in a place where you can readily find it.

If you ever have any questions or doubts about your OSMS feel free to contact us.

Council and the Community appreciate your commitment to the protection of human health and the environment for the benefit of all living things.