

# Contract for the sale and purchase of land 2022 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW DAN:</b>
vendor's agent	<b>Lorimer Estate Agents trading as Lorimer Real Estate Pty Ltd</b> Suite 12 Level 2/14-16 Suakin Street, Pymble, NSW 2073	<b>Phone: 0400844412</b> <b>Ref: Duncan Lorimer</b>
co-agent		
vendor	<b>Damon Shay Rielly and Marnie Rielly</b> 115 Beatrice St, Ascot, QLD 4007	
vendor's solicitor	<b>Bangalow Conveyancing</b> Suite 2, 5 Lismore Road, Bangalow NSW 2479 PO Box 138, Bangalow NSW 2479	<b>Phone: 02 6687 1167</b> <b>Email:</b> <a href="mailto:fleur@bangalowconveyancing.com.au">fleur@bangalowconveyancing.com.au</a> <b>au</b> <b>Fax: 02 6678 0352</b> <b>Ref: MLC:230832</b>
date for completion	<b>28th day after the contract date</b>	(clause 15)
land (address, plan details and title reference)	<b>15 Grace Road, Bexhill, 2480</b> <b>Registered Plan: Lot 11 Plan DP 585139</b> <b>Folio Identifier 11/585139</b>	
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies	
improvements	<input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input checked="" type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Pool	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input checked="" type="checkbox"/> air conditioning <input checked="" type="checkbox"/> clothes line <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input checked="" type="checkbox"/> blinds <input checked="" type="checkbox"/> curtains <input checked="" type="checkbox"/> insect screens <input checked="" type="checkbox"/> solar panels <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input checked="" type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input checked="" type="checkbox"/> pool equipment <input checked="" type="checkbox"/> TV antenna <input type="checkbox"/> other:
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.”

### SIGNING PAGE

VENDOR	PURCHASER																								
<p><b>Signed by</b></p>  <p>_____</p> <p>Vendor</p>  <p>_____</p> <p>Vendor</p>	<p><b>Signed by</b></p>  <p>_____</p> <p>Purchaser</p>  <p>_____</p> <p>Purchaser</p>																								
VENDOR (COMPANY)	PURCHASER (COMPANY)																								
<p><b>Signed by</b> _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p>  <table border="0"> <tr> <td>_____</td><td>_____</td></tr> <tr> <td>Signature of authorised person</td><td>Signature of authorised person</td></tr> <tr> <td>_____</td><td>_____</td></tr> <tr> <td>Name of authorised person</td><td>Name of authorised person</td></tr> <tr> <td>_____</td><td>_____</td></tr> <tr> <td>Office held</td><td>Office held</td></tr> </table>	_____	_____	Signature of authorised person	Signature of authorised person	_____	_____	Name of authorised person	Name of authorised person	_____	_____	Office held	Office held	<p><b>Signed by</b> _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p>  <table border="0"> <tr> <td>_____</td><td>_____</td></tr> <tr> <td>Signature of authorised person</td><td>Signature of authorised person</td></tr> <tr> <td>_____</td><td>_____</td></tr> <tr> <td>Name of authorised person</td><td>Name of authorised person</td></tr> <tr> <td>_____</td><td>_____</td></tr> <tr> <td>Office held</td><td>Office held</td></tr> </table>	_____	_____	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 Lodgment 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 a *GSTRW payment*  
(GST residential withholding payment)☒ NO ☐ yes (if yes, vendor must provide further details)

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch address (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*:**If more than one supplier, provide the above details for each supplier.**Amount purchaser must pay – price multiplied by the *GSTRW rate* (residential withholding rate):Amount must be paid: ☐ AT COMPLETION ☐ at another time (specify):Is any of the consideration not expressed as an amount in money? ☐ NO ☐ yes

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

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

## List of Documents

<p><b>General</b></p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> 1 property certificate for the land</li> <li><input checked="" type="checkbox"/> 2 plan of the land</li> <li><input type="checkbox"/> 3 unregistered plan of the land</li> <li><input type="checkbox"/> 4 plan of land to be subdivided</li> <li><input type="checkbox"/> 5 document to be lodged with a relevant plan</li> <li><input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979</li> <li><input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)</li> <li><input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)</li> <li><input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)</li> <li><input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract</li> <li><input type="checkbox"/> 11 <i>planning agreement</i></li> <li><input type="checkbox"/> 12 section 88G certificate (positive covenant)</li> <li><input checked="" type="checkbox"/> 13 survey report</li> <li><input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i></li> <li><input type="checkbox"/> 15 occupation certificate</li> <li><input type="checkbox"/> 16 lease (with every relevant memorandum or variation)</li> <li><input type="checkbox"/> 17 other document relevant to tenancies</li> <li><input type="checkbox"/> 18 licence benefiting the land</li> <li><input type="checkbox"/> 19 old system document</li> <li><input type="checkbox"/> 20 Crown purchase statement of account</li> <li><input type="checkbox"/> 21 building management statement</li> <li><input checked="" type="checkbox"/> 22 form of requisitions</li> <li><input type="checkbox"/> 23 <i>clearance certificate</i></li> <li><input type="checkbox"/> 24 land tax certificate</li> </ul> <p><b>Home Building Act 1989</b></p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> 25 insurance certificate</li> <li><input type="checkbox"/> 26 brochure or warning</li> <li><input type="checkbox"/> 27 evidence of alternative indemnity cover</li> </ul> <p><b>Swimming Pools Act 1992</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 28 certificate of compliance</li> <li><input type="checkbox"/> 29 evidence of registration</li> <li><input type="checkbox"/> 30 relevant occupation certificate</li> <li><input checked="" type="checkbox"/> 31 certificate of non-compliance</li> <li><input checked="" type="checkbox"/> 32 detailed reasons of non-compliance</li> </ul>	<p><b>Strata or community title (clause 23 of the contract)</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 33 property certificate for strata common property</li> <li><input type="checkbox"/> 34 plan creating strata common property</li> <li><input type="checkbox"/> 35 strata by-laws</li> <li><input type="checkbox"/> 36 strata development contract or statement</li> <li><input type="checkbox"/> 37 strata management statement</li> <li><input type="checkbox"/> 38 strata renewal proposal</li> <li><input type="checkbox"/> 39 strata renewal plan</li> <li><input type="checkbox"/> 40 leasehold strata - lease of lot and common property</li> <li><input type="checkbox"/> 41 property certificate for neighbourhood property</li> <li><input type="checkbox"/> 42 plan creating neighbourhood property</li> <li><input type="checkbox"/> 43 neighbourhood development contract</li> <li><input type="checkbox"/> 44 neighbourhood management statement</li> <li><input type="checkbox"/> 45 property certificate for precinct property</li> <li><input type="checkbox"/> 46 plan creating precinct property</li> <li><input type="checkbox"/> 47 precinct development contract</li> <li><input type="checkbox"/> 48 precinct management statement</li> <li><input type="checkbox"/> 49 property certificate for community property</li> <li><input type="checkbox"/> 50 plan creating community property</li> <li><input type="checkbox"/> 51 community development contract</li> <li><input type="checkbox"/> 52 community management statement</li> <li><input type="checkbox"/> 53 document disclosing a change of by-laws</li> <li><input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement</li> <li><input type="checkbox"/> 55 document disclosing a change in boundaries</li> <li><input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015</li> <li><input type="checkbox"/> 57 information certificate under Community Land Management Act 1989</li> <li><input type="checkbox"/> 58 disclosure statement - off the plan contract</li> <li><input type="checkbox"/> 59 other document relevant to off the plan contract</li> </ul> <p><b>Other</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 60</li> </ul>
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**HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, email address and telephone number**

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

### **Cooling off period (purchaser's rights)**

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

### **DISPUTES**

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

### **AUCTIONS**

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

**WARNINGS**

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

<b>APA Group</b> <b>Australian Taxation Office</b> <b>Council</b> <b>County Council</b> <b>Department of Planning and Environment</b> <b>Department of Primary Industries</b> <b>Electricity and gas</b> <b>Land and Housing Corporation</b> <b>Local Land Services</b>	<b>NSW Department of Education</b> <b>NSW Fair Trading</b> <b>Owner of adjoining land</b> <b>Privacy</b> <b>Public Works Advisory</b> <b>Subsidence Advisory NSW</b> <b>Telecommunications</b> <b>Transport for NSW</b> <b>Water, sewerage or drainage authority</b>
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 If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

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

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

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

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



<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 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.

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

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

## 5 Requisitions

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

## 6 Error or misdescription

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

## 7 Claims by purchaser

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

## 8 Vendor's rights and obligations

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

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

### 13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
  - 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
  - 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
  - 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
  - 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
    - if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
    - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
  - 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
  - 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
    - a breach of clause 13.7.1; or
    - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
  - 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
  - 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the vendor serves details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

## 14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
  - the land was not subject to a special trust or owned by a non-concessional company; and
  - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

## 15 Date for completion

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

## 16 Completion

### • Vendor

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

### • Purchaser

- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

## 17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

**18 Possession before completion**

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
  - 18.2.2 make any change or structural alteration or addition to the *property*; or
  - 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
  - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
  - 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

**19 Rescission of contract**

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *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.

- 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.



- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must serve a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must serve at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after service of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

## 24 Tenancies

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

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

**26 Crown purchase money**

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

**27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

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

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
  - 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
  - 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

### 30 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
    - 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
    - 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
    - 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
    - 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
  - **Place for completion**
    - 30.6 *Normally*, the *parties* must complete at the completion address, which is –
      - 30.6.1 if a special completion address is stated in this contract - that address; or
      - 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
      - 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
    - 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
    - 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
  - **Payments on completion**
    - 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
    - 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
      - 30.10.1 the amount is to be treated as if it were paid; and
      - 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
    - 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
    - 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
      - 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
      - 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
      - 30.12.3 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
    - 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
      - 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
      - 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
      - 30.13.3 serve evidence of receipt of payment of the *FRCGW remittance*.

### 31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
  - 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

**32 Residential off the plan contract**

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

15 GRACE RD, BEXHILL 2480

## **SPECIAL CONDITIONS**

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

**Property: 230832 | Rielly Proposed Sale | 15 Grace Road Bexhill NSW 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 negated.

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

It is hereby acknowledged that:

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

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

#### **4. Notice to Complete**

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

(b) In the event that:

- (i) the Vendor is to issue a Notice to Complete to the Purchaser; or
- (ii) the Purchaser fails to complete the Contract on the completion date, through no fault or delay on the part of the Vendor; or
- (iii) provided there is no fault on the part of the Vendor:
  - (a) the Vendor or the Vendor's mortgagee is required to recalculate either the sum required to discharge the mortgage or the settlement figures; or
  - (b) the completion address is to be other than as nominated by either the Vendor's outgoing mortgagee or the Vendor's Solicitor; or
  - (c) the Vendor's mortgagee makes an additional charge to the Vendor because of a variation of the completion date,

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

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

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

pre-estimate of the Vendor's loss of interest for the purchase money and liability for rates and outgoings.

## **6. Claims by Purchaser**

- (a) Notwithstanding any other provision in this Contract to the contrary, the words "5% of the price" shall be deleted from sub-clause 7.1.1 and replaced with the words "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 them with “at the Vendor’s absolute discretion”.

## **7. Alterations to Contract**

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

## **8. Indemnity against Commission**

The Purchaser warrants that they were not introduced to the Vendor or the Property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than the 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 own enquires, information, knowledge and judgement concerning the Property, the Land and its boundaries, its fencing and all other improvements making up the Property, and Purchases the Property:
  - (i) In its present condition, location, state of repair and/or approval;
  - (ii) Subject to all defects latent and patent;
  - (iii) Subject to any infestations and dilapidation;
  - (iv) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the Property; and
  - (v) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.
- (c) The Purchaser agrees not to seek to terminate, rescind or make any objection requisition or claim for compensation or require the Vendor to do anything about the state of such items or matters arising from the Purchaser's acknowledgment in this clause and shall remain at all times the Purchaser's risk.

## **10. Searches and enquiries**

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

## **11. 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.
- (d) The parties agree to dispense with the need for witnesses where the Contract is signed electronically.

#### **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 each other 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 provisions of clause 19 hereof shall apply.

## **21. Pool**

A Certificate of Non-Compliance and detailed reasons for non-compliance are attached to this Contract. The Purchaser cannot make a claim, objection or requisition or rescind or terminate on the basis of non-compliance.

## **22. Smoke alarms**

The Property has smoke alarms installed.

## **23. Release of Deposit**

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

## **24. COVID-19**

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

## **25. Rural Provisions**

- (a) The Purchaser acquires the Property with the fences, as they are whether they are on the correct boundary lines or not and whether they are 'give and take fences' and in their present condition and state of repair. The Vendor is under no obligation to fence or repair fencing before completion.
- (b) The Purchaser acquires the Property subject to all roads traversing the Property fenced or unfenced with gates and grids or otherwise subject to any road reservations enclosure permits or otherwise.
- (c) The Purchaser acquires the Property subject to all existing water licences, if any, and the Vendor will on completion sign all such documents as required by the Purchaser for the transfer of such licences.
- (d) The Purchaser will not make any objection, requisition or claim for compensation nor have any rights of rescission or termination due to the Vendor not holding any licence from any responsible authority relating to the use and occupation of the Property and its roads, rivers, water, crops, pests, diseases, fencing and other regulated farming activities.

## **26. 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.

## **27. Solar Panels**

The parties agree as follows:

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

## 28. Guarantee for corporate purchaser

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

**SIGNED** by \_\_\_\_\_ )  
the guarantor in the presence of: \_\_\_\_\_ )

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Print name of witness

.....

.....

.....

.....

**Vendor**

**Purchaser**

## **ANNEXURE "A"**

### **REQUISITIONS ON TITLE**

**Vendor:**            **Damon Shay Rielly and Marnie Rielly**

**Purchaser:**

**Property:**        **15 Grace Road Bexhill NSW 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?



FOLIO: 11/585139

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SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
26/7/2023	2:23 PM	2	12/4/2018

LAND

----

LOT 11 IN DEPOSITED PLAN 585139  
AT BEXHILL  
LOCAL GOVERNMENT AREA LISMORE  
PARISH OF BEXHILL COUNTY OF ROUS  
TITLE DIAGRAM DP585139

FIRST SCHEDULE

-----

DAMON SHAY RIELLY  
IN 99/100 SHARE  
MARNIE RIELLY  
IN 1/100 SHARE  
AS TENANTS IN COMMON (T AN250543)

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 DP246998 EASEMENT TO DRAIN WATER AFFECTING THE PART(S) SHOWN  
SO BURDENED IN THE TITLE DIAGRAM
- 3 AN250544 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

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



PLAN FORM 2

Signatures and seals only.

Plan Drawing only to appear in this space

DP 0585139 - OFFICE USE ONLY

D.P. 585139

Registered: 12.8.1976

C.A. No 1951 of 1-6-1976

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: TOWN OF BEXHILL

Last Plan: D.P. 246988

PLAN OF SUBDIVISION

OF LOTS 8 & 5 OF DRAINAGE

(Being Pt. Form 100)

Reduction Ratio 1: 800

Lengths are in metres.

Area: 12.8 ha

Locality: TERANIA

Parish: BEXHILL

County: ROUSE

Shaded areas are not available.

1. TORRENS HOUSE

2. TORRENS HOUSE

3. TORRENS HOUSE

4. TORRENS HOUSE

5. TORRENS HOUSE

6. TORRENS HOUSE

7. TORRENS HOUSE

8. TORRENS HOUSE

9. TORRENS HOUSE

10. TORRENS HOUSE

11. TORRENS HOUSE

12. TORRENS HOUSE

13. TORRENS HOUSE

14. TORRENS HOUSE

15. TORRENS HOUSE

16. TORRENS HOUSE

17. TORRENS HOUSE

18. TORRENS HOUSE

19. TORRENS HOUSE

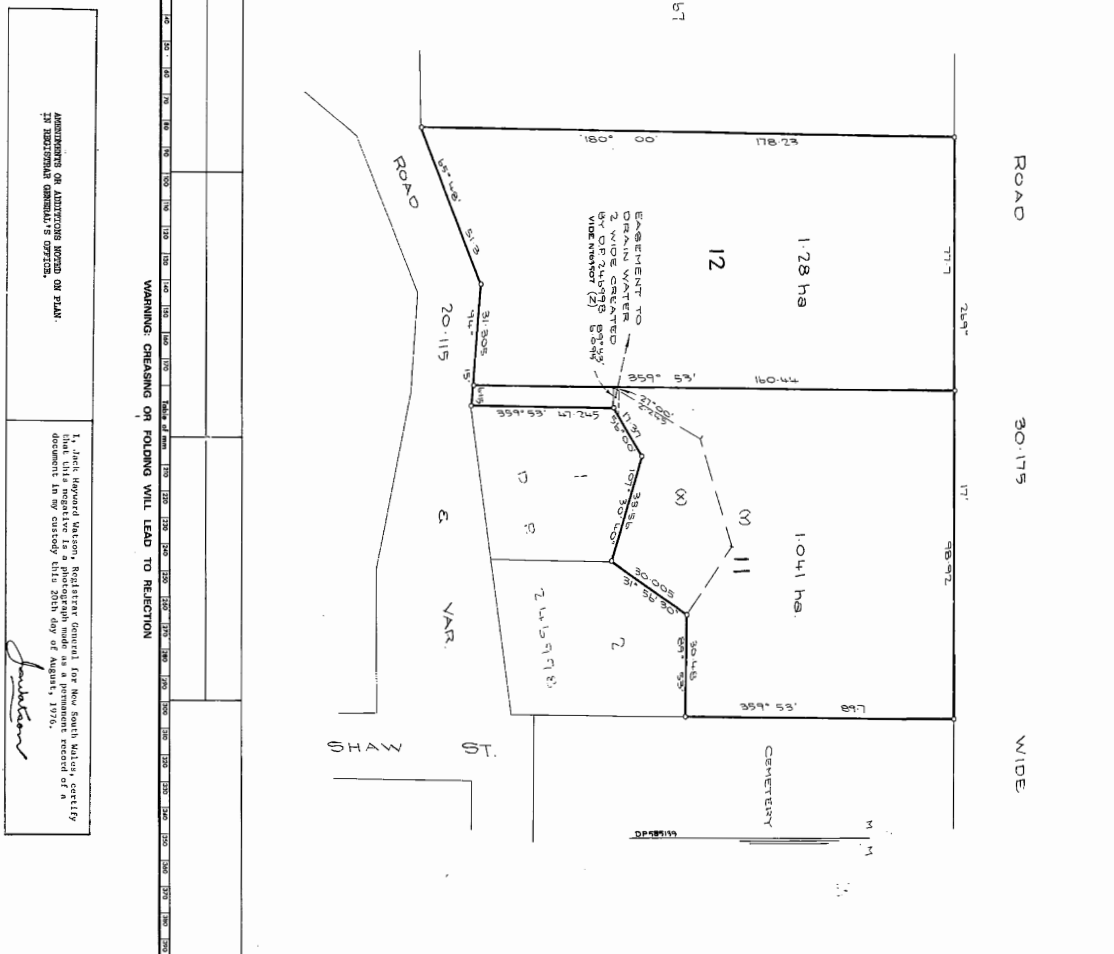
20. TORRENS HOUSE

21. TORRENS HOUSE

22. TORRENS HOUSE

23. TORRENS HOUSE

24. TORRENS HOUSE



AGREEMENT ON ADDITIONAL WORK ON PLAN  
IN ADDITIONAL ORDINANCE 1976.

1. John Howard Watson, Registrar-General for New South Wales, certify that this certificate is a true and correct copy of the original as deposited in my custody this 25th day of August, 1976.

John Howard Watson

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SURVEYOR'S REFERENCE: 7419/1

D b 22132

D b 22132

[illegible]

N 7 6 3 5 0 7

15.2.1973

INSTRUMENT SETTING OUT TERMS OF AGREEMENT INTENDED TO BE CREATED  
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.

(Sheet 1 of 1 Sheet)

PART 1.

PLAN: DP 246998  
Subdivision covered by Council Clerk's  
Certificate No. 1179 of 26th October  
1973

THE NAMES AND ADDRESSES  
OF SIGNATORIES OF THE  
LAND.  
HELVY HANVY GRACE, formerly of Lismore  
now of Berrill Farmer

1. IDENTITY OF AGREEMENT  
OR RESTRICTION FIRSTLY  
REFERRED TO IN ABOVE-  
MENTIONED PLAN:  
Agreement to drain water 2 mids.

Schedule of lots, etc. affected.

Lot burdened.  
Lots, name of road, or authority,  
benefited.

3  
The Council of the Shire of Terania.

Signed in my presence by Helvy  
Hanvy Grace who is personally  
known to me  
29th JAN 1993  
SOLICITOR GENERAL

William D. MacKinnon  
(Solicitor)

This is Sheet 1 of a 1 Sheet Instrument.....

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

This negative is a photograph made as a permanent  
record of a document in the custody of the  
Registrar General this day. 29th May, 1986

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 180 190 200 210 220 230 240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390 400 410 420 430 440 450 460 470 480 490 500 510 520 530 540 550 560 570 580 590 600 610 620 630 640 650 660 670 680 690 700 710 720 730 740 750 760 770 780 790 800 810 820 830 840 850 860 870 880 890 900 910 920 930 940 950 960 970 980 990 1000





15 Grace Road BEXHILL

Our Ref: Cert No. 10857

Your Ref: 230832

Lodgement Date: 31/07/2023

InfoTrack  
GPO Box 4029  
SYDNEY NSW 2001

Dear Sir/Madam

**APPLICATION FOR PLANNING CERTIFICATE**  
**(S.10.7 of the Environmental Planning and Assessment Act)**

**LAND:** DP 585139 lot 11, 15 Grace Road BEXHILL NSW 2480

Reference is made to your recent application for a Planning Certificate in relation to the above land.

A Certificate, pursuant to Section 10.7 of the Environmental Planning and Assessment Act is enclosed. The information it contains is based on Council's records.

This Certificate does not provide advice regarding development consents issued, or proposals received, by Lismore City Council in regard to developments adjoining, or impacting upon, the property subject of this Certificate. For information concerning development applications lodged or consents issued, within the last five years, a separate application will need to be made to Council together with an application fee, as specified in Council's adopted Fees & Charges.

If you are purchasing land in a rural area:

Nothing contained in this Certificate relating to rural zoned land should be construed as inferring that the land possesses a Dwelling Entitlement. The existence of Dwelling Entitlements can only be ascertained by a search of individual property records, which is outside the scope of a Planning Certificate.

Farming and other rural activities can make noises and smells at any time of the day or night. If you make a complaint about farming activities, please be aware that Council may not take action in response to a complaint because Council values its farmers.

If you require any further information, please contact Council's Partnerships Planning and Engagement Administration team on 66 250 500

Yours faithfully

Sandy Strachan  
**Development Technical Support Officer**  
**Partnerships Planning and Engagement**

Enclosure: Section 10.7 Certificate

**PLANNING CERTIFICATE  
UNDER SECTION 10.7  
ENVIRONMENTAL PLANNING AND  
ASSESSMENT ACT, 1979**

**Certificate No:** 10857  
**Date:** 31/07/2023  
**Applicant Reference:** 230832

Lismore City Council  
43 Oliver Avenue, Goonellabah 2480  
(PO Box 23A, Lismore 2480)  
Ph: 66 250 0500  
Fax: 02 6625 0400  
council@lismore.nsw.gov.au  
www.lismore.nsw.gov.au

**Applicant:**  
InfoTrack  
GPO Box 4029  
SYDNEY NSW 2001

**Owner (as recorded by Council)**  
Mr D S & Ms M Rielly

**Property:** 15 Grace Road BEXHILL NSW 2480  
**Description:** DP 585139 lot 11  
**Property No:** 11122  
**Land Area:** 1.0410 Hectares

**INFORMATION PROVIDED PURSUANT TO SECTION 10.7 OF THE ACT.**

The information contained in this certificate relates only to the lot described in the certificate.

**(1) NAMES OF RELEVANT PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS:**

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

*Lismore Local Environmental Plan 2012*  
*Lismore Development Control Plan 2012*

- *State Environmental Planning Policy No. 65 – Design Quality of Residential Flat Development.*
- *State Environmental Planning Policy (Building Sustainability Index BASIX) 2004*
- *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*
- *State Environmental Planning Policy (Housing) 2021*
- *State Environmental Planning Policy (Resilience and Hazards) 2021*
- *State Environmental Planning Policy (Industry and Employment) 2021*
- *State Environmental Planning Policy (Resources and Energy) 2021*
- *State Environmental Planning Policy (Transport and Infrastructure) 2021*
- *State Environmental Planning Policy (Biodiversity and Conservation) 2021*
- *State Environmental Planning Policy (Primary Production) 2021*
- *State Environmental Planning Policy (Planning Systems) 2021*
- *State Environmental Planning Policy (Regional) 2021*
- *State Environmental Planning Policy (Sustainable Buildings) 2022*

- (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.

*Nil*

- (3) Subsection (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if-

- (a) It has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or

- (b) for a proposed environmental planning instrument—the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.
- (4) In this section, **proposed environmental planning** means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.

## **(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) name, such as “Residential Zone” or “Heritage Area”, or
  - (ii) a number, such as “Zone No. 2(a)
- (b) the purposes for which the instrument provides that development
- (i) may be carried out without development consent, and
  - (ii) may not be carried out with development consent, and
  - (iii) is prohibited

### *R5 Large Lot Residential*

*The following table provides general zoning controls for Zone R5*

#### *1. Objectives of zone*

- To provide residential housing in a rural setting while preserving, and minimising impacts on, environmentally sensitive locations and scenic quality.*
- To ensure that large residential lots do not hinder the proper and orderly development of urban areas in the future.*
- To ensure that development in the area does not unreasonably increase the demand for public services or public facilities.*
- To minimise conflict between land uses within this zone and land uses within adjoining zones.*
- To provide rural residential development of a quality and scale that is compatible with the character of the rural area.*

#### *2. Permitted without consent*

*Environmental protection works; extensive agriculture; home occupations; horticulture.*

#### *3. Permitted with consent*

*Bed and breakfast accommodation; boat launching ramps; boat sheds; building identification signs; business identification signs; centre-based child care facilities; community facilities; dual occupancies; dwelling houses; electricity generating works; emergency services facilities; environmental facilities; farm buildings; flood mitigation works; home-based child care; home businesses; home industries; information and education facilities; jetties; kiosks; neighbourhood shops; oyster aquaculture; places of public worship; plant nurseries; pond-based aquaculture; recreation areas; recreation facilities (outdoor); respite day care centres; restaurants or cafes; roads; roadside stalls; sewerage systems; tank-based aquaculture; water recreation structures.*

#### *4. Prohibited*

*Dairies (pasture based); any other development not specified in item 2 or 3.*

- (c) whether additional permitted uses apply to the land

No

- (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

*The development standard fixed for the minimum land dimensions for the erection of a dwelling house in the RU1 – Primary Production and RU2 – Rural Landscape zones is 40ha. There are some limited areas of land identified in accordance with the lot size maps made under the Lismore Local Environmental Plan 2012 where the minimum lot size is identified as 20ha. It is strongly recommended that if the lot size of the subject property is less than 40ha in a RU1 or RU2 zone that a dwelling entitlement search application is lodged with Council for the land, and written confirmation is obtained to ascertain if the subject lot has a dwelling entitlement for the erection of a dwelling house.*

- (e) whether the land is in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016,

No

- (f) whether the land is in a conservation area, however described

No

- (g) whether an item of environmental heritage, however described, is located on the land.

No

### **(3) CONTRIBUTIONS PLANS**

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

Lismore City Council Section 94 Contributions Plan - 2014

*The land is affected by Section 7.11 Contributions that may apply under this plan*

Lismore City Council Section 94 Contributions Plan North Lismore Plateau – 2013

No

Lismore City Council Development Servicing Plans for Water Supply and Wastewater

*The land is affected by Section 64 Contributions Rous Water Development Servicing Plan adopted by Rous Water in April 2009 and came to effect in April 2009.*

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

*Not applicable to Lismore City Council*

### **(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.

No. A restriction applies to the land but it may not apply to all of the land. 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.

No

## **(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.
- (3) 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.

No. A restriction applies to the land but it may not apply to all of the land. Council does not have sufficient information to ascertain the extent to which exempt development may or may not 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.

N/A



## (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.

No

## (8) ROAD WIDENING AND ROAD REALIGNMENT

Whether the land is affected by any road widening or road realignment under: -

- (a) the Roads Act 1993, Part 3, Division 2, or
- (b) an environmental planning instrument, or
- (c) a resolution of the council.

No

## (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.
- (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.
- (3) In this clause: -  
**flood planning area** has the same meaning as in the Floodplain Development Manual.

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

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

No

## (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.

- Landslip

No

- Tidal Inundation

No

- Subsidence  
No
- Acid Sulfate Soil  
No
- Lismore Airport Operations  
No
- Erosion  
No
- Private Cemetery/Burial  
No
- Contaminated Land  
No

## **MATTERS ARISING UNDER THE CONTAMINATED LAND MANAGEMENT ACT 1997**

Section 59 (2) of the Contaminated Land Management Act 1997 prescribes the following additional matters:

- (a) that the land to which the certificate relates is significantly contaminated land within the meaning of the Act – if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,  
No
- (b) that the land to which the certificate relates is subject to a management order within the meaning of the Act – if it is subject to such an order at the date when the certificate is issued,  
No
- (c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of the Act – if it is the subject of such an approved proposal at the date when the certificate is issued,  
No
- (d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of the Act – if it is subject to such an order at the date when the certificate is issued,  
No
- (e) that the land to which the certificate relates is the subject of a site audit statement within the meaning of the Act – if a copy of such a statement has been provided at any time to the local authority issuing the certificate.

No

If you require further detail regarding contaminated land, it is recommended that you make specific enquiries with Lismore City Council to understand the implications of this land exclusion regarding the potential for future development or intended use of the land.

A further fee may be charged by Council for detailed or written site/project specific information.

#### **(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.

*The subject land is identified as being in a bushfire prone area - Category 1. Information in relation to building in a bushfire prone area is available on the Rural Fire Service website at [www.rfs.nsw.gov.au](http://www.rfs.nsw.gov.au)*

*The subject land is identified as being in a bushfire prone area - Category 2. Information in relation to building in a bushfire prone area is available on the Rural Fire Service website at [www.rfs.nsw.gov.au](http://www.rfs.nsw.gov.au)*

*The subject land is identified as being in a bushfire prone area - Buffer area. Information in relation to building in a bushfire prone area is available on the Rural Fire Service website at [www.rfs.nsw.gov.au](http://www.rfs.nsw.gov.au)*

All

#### **(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.

N/A

#### **(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.

No.

#### **(14) PAPER SUBDIVISION INFORMATION**

- (1) The name of a development plan adopted by a relevant authority that: -
  - (a) applies to the land, or
  - (b) is proposed to be subject to a ballot.
- (2) The date of a subdivision order that applies to the land.
- (3) Words and expressions used in this section have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7.

N/A

#### **(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

*No*

#### **(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

*Nil*

#### **(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.

*N/A*

#### **(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.

*No*

#### **(19) ANNUAL CHARGES UNDER THE 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.

*No*

## **(20) WESTERN SYDNEY AEROTROPOLIS**

*Not applicable to Lismore City Council*

## **(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, section 88(2).

*No*

## **(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.

*Nil*

- (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, section 21(1) or 40(1).

*No*

- (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).

*No*

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

## **PLANNING AGREEMENTS**

*Nil*



**for the General Manager**

**Section 99 of the *Local Government Act*, 1993**

**Notice to Applicant of Determination of the Application to Operate  
a System of Sewage Management**

**Mr G A Spring – Compliance Section**  
Telephone: 1300 87 83 87

To: Mr D S & Ms M Rielly  
15 Grace Road  
BEXHILL NSW 2480

<b>Premises:</b>	DP 585139 lot 11, 15 Grace Road BEXHILL
<b>System Licence No.:</b>	70.1998.758.1
<b>Related System Installation Approval:</b>	<b>5.2021.108.1</b>
<b>Type of installation:</b>	Aerated Septic Tank Installation (AWTS) – <i>OzzyKleen RP10</i> NSW Health Accreditation No: AWTS018 issued 28 August 2020.
<b>Method of effluent disposal:</b>	Effluent disposal via shallow sub-surface drip irrigation (SSI).
<b>Design area:</b>	Irrigation area of <b>1118m<sup>2</sup></b> divided into 4 zones of equal size and each zone being a minimum of 279.5m <sup>2</sup> in area and effluent distributed via a 4-port indexing valve.
<b>Design load:</b>	1050 lt/day, 7 persons
<b>Owner and holder of this approval:</b>	Mr D S & Ms M Rielly
<b>Date of determination of this application:</b>	11 August 2021
<b>Date from which this approval operates:</b>	11 August 2021

**Determination of the Application**

Pursuant to Chapter 7 of the *Local Government Act* 1993, notice is hereby given of the determination by Council of the subject application.

The application has been determined by the **GRANTING OF APPROVAL** subject to conditions.  
The conditions and reason for the imposition of each condition follows:

1. Except in circumstances beyond the control of the operator, the system of sewage management must be operated in a manner that achieves the following performance standards:
  - (a) the prevention of the spread of disease by micro-organisms;
  - (b) the prevention of the spread of foul odours;
  - (c) the prevention of contamination of water;
  - (d) the prevention of degradation of soil and vegetation;
  - (e) the discouragement of insects and vermin;
  - (f) ensuring that persons do not come into contact with untreated sewage or effluent (whether treated or not) in their ordinary activities on the premises concerned;
  - (g) the minimisation of any adverse impacts on the amenity of the premises and surrounding lands; and
  - (h) if appropriate, provision for the re-use of resources (including nutrients, organic matter and water).

**NOTE:** Disease may be spread if there is any human contact with sewage wastewater. Water pollution may occur as a result of surface run off from failing effluent application areas (i.e. disposal area), from percolation of effluent into ground water, and by drainage to waterways. All system components must be well maintained and monitored to eliminate disease risks and water pollution.

**Reason:** Required by Clause 44 of the Local Government (General) Regulation 2005

2. The System of Sewage Management (SSM) must be maintained in a sanitary condition and must to be properly operated and maintained at all times. Effluent must not discharge into any watercourse or onto any land other than its related effluent application area.

**NOTES:**

- a) It is the responsibility of the owner to ensure that the SSM is properly operated and maintained. All persons who operate the system must be educated in regard to their responsibilities to ensure compliance with this approval.
- b) An education package accompanies this approval to provide information to help you to operate and manage your system.

**Reason:** Required by Clause 45 of the Local Government (General) Regulation 2005 and by the NSW Department of Health.

3. The SSM must be operated and maintained in accordance with the following requirements:
  - The effluent must be treated to a secondary standard and be disinfected before it is discharged to the SSI area. Where chlorine disinfection is used the system must provide for sufficient availability and storage of chlorine tablets so that chlorine disinfection is properly operating at all times.
  - A minimum of two durable and permanently fixed warning signs, with lettering visible from three metres, must be installed in an obvious location near the perimeter of the designated effluent disposal area. The signs must have a green background with a minimum of 20mm high capital lettering in black or white and are to contain words to the effect, "WARNING – RECYCLED WASTEWATER – NOT FOR DRINKING – AVOID CONTACT".
  - A telephone number for emergency service must be fixed and located in or near the alarm control panel so as to be easily visible.
  - The effluent disposal area must not be used to grow vegetables or fruit for human consumption.
  - The effluent disposal area is to be kept clear of weeds and the plants trimmed so as to prevent the area becoming overgrown.
  - The effluent disposal area (including the AWTs and the indexing valve and all SSI fixtures) must be protected at all times from vehicular and agricultural traffic (i.e. anything larger than a domestic ride-on lawn mower) and all stock by a suitable physical barrier

and appropriate stock proof fencing. All fixtures and fittings must also be protected from impact by lawn care appliances.

**Reason:** *To ensure the proper operation and management of the SSM and to protect the effluent disposal area from damage, to protect health and to meet the requirements of the Environment and Health Protection Guidelines – On-site Sewage Management for Single Households.*

4. The AWTs must be operated and maintained in accordance with the requirements of the NSW Health Accreditation for the AWTs. A copy of the NSW Health accreditation is attached to this approval.

The owner must enter into a service contract with the AWTs manufacturer, distributor or their agent, or a service contractor acceptable to Council. The AWTs must be serviced at three (3) monthly intervals as required by the NSW Health accreditation for the AWTs and in accordance with the details set out in the owners and service manual.

The service contractor must service and make adjustments to the AWTs when required to ensure proper operation of the installation and/or when directed to do so by the Council or the NSW Department of Health.

Copies of the service record sheet must be forwarded by the service contractor to the owner and to Council within seven days after the service.

**Reason:** *Required by the NSW Department of Health Accreditation for the AWTs.*

5. The system servicing required by the NSW Health Accreditation must also include a check and carry out any necessary maintenance and repairs to the effluent disposal system (EDS) and associated infrastructure to ensure the EDS is operating effectively. An assessment of the state of the EDS must also be included in the service report, a copy of which must be provided to Council.

The EDS must be properly flushed during each service and at not less than three monthly intervals.

**Reason:** *To ensure the effective operation of the EDS.*

6. The person operating the SSM must provide details to Council of the operation and maintenance of the system, and evidence of compliance with the conditions of this approval whenever reasonably required by Council to do so.

**Reason:** *Required by Clause 45 of the Local Government (General) Regulation 2005.*

7. Council may carry out an audit inspection and follow up compliance inspections of the SSM to determine compliance with this approval. Council may charge the approved fees specified for these services as detailed in Council's Management Plan. The Management Plan is reviewed annually.

**Reason:** *Audit inspections are provided for in Lismore City Council's On-Site Sewage and Wastewater Management Strategy.*

8. Any alteration to the SSM and/or any increase in the design hydraulic (waste) loading must be approved in writing by Council. Any such alteration or increase may require the SSM to be upgraded to comply with contemporary standards.



**NOTE:** An application form for approval to alter sewage management facilities may be obtained from the Council. Alterations must be carried out in accordance with the *Local Government Act 1993*

**Reason:** Required by Chapter 7 of the *Local Government Act 1993*.

**System of sewage management sewerage service diagram**

A sewerage service diagram for the premises is attached to this approval.

**Lapsing of approval**

This approval does not lapse. However, Council may revoke or modify the approval in the circumstances set out in Section 109 of the *Local Government Act 1993*.

**Transfer of approval**

This approval relates only to the holder of the approval as specified in this determination and any other concurrent owners. This approval is **NOT** transferrable to any other person.

A person who purchases (or otherwise acquires) the land may operate the SSM for a period of 3 months after the date on which the land is conveyed or otherwise transferred to the person. The new owner will need to obtain a new approval in accordance with the requirements of the *Local Government Act, 1993* to operate the SSM.

**Review of determination**


Under the provisions of Section 100 of the *Local Government Act 1993*, an applicant may request the Council review a determination of the application. The request for a review must be made within **twenty eight (28) days** after the date of determination.

**Dissatisfaction with determination - right of appeal**

Under the provisions of Section 176 of the *Local Government Act 1993*, an applicant who is dissatisfied with the determination of Council with respect to the application for an approval may appeal to the Land and Environment Court. The appeal must be made within 12 months after the date of determination endorsed on this notice.

**Contact Council**

If you require any further information relating to this approval please contact Mr G A Spring at Council's Corporate Centre, 43 Oliver Avenue, Goonellabah, on 1300 87 83 87, Monday to Friday.



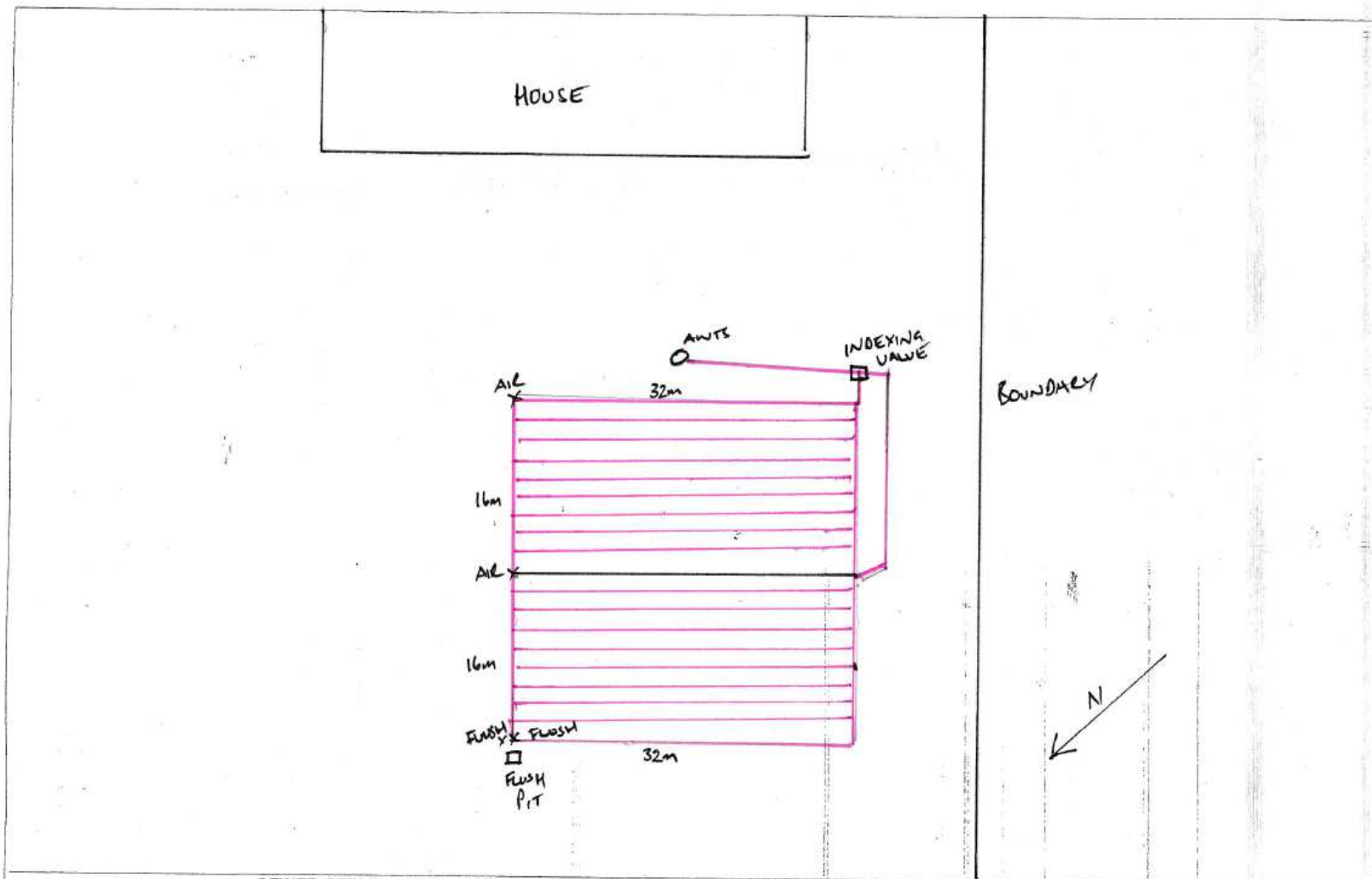
Mr G A Spring

**Regulatory Services Officer (OSSM)**

Enclosure/s:      Education Package  
                         NSW Health Accreditation  
                         Sewerage Service Diagram

**IMPORTANT NOTICE**

THIS IS A LEGAL DOCUMENT. PLEASE ENSURE THAT YOU READ THE DOCUMENT CAREFULLY AND NOTE ALL ATTENDANT INSTRUCTIONS AND CONDITIONS.



**SEWER SERVICE DIAGRAM**

Lot No. 11 Bexhill DP No. 585139 House No. 15  
 SUBURB OF 110007  
 Licence No. 110007

Street Grace Road  
 LGA 1500  
 SCALE 1:500 SSD           
 Now/CoC No.          Date         

NOTE: Further acceptable abbreviations may be used as identified in AS/NZS 3500.2:2003 Sanitary Plumbing and Drainage Table 6.2 and OFT Sewer Service Diagram Requirements.

Signature 70-1998-758-1

Boundary Trap	AAV	Air Admission Valve	BS	Sink (bar)	Ch	Chamber
Inspection Shaft	H	Basin	BJ	Trough Laundry	PI	Pit
Inspection Opening	Bth	Bath Waste	WC	Water Closet	G	Grease Interceptor
Gully	Bld	Bidet	Wt	Vertical Pipe	PUMP	Pump Unit
FW	CO	Clean Out	WS	Waste Stack	OT	Onsite Treatment System
Vertical Junction	PW	Floor waste Gully	SWP	Sewer Vent Pipe	R	Reflex Valve
Sloped Junction	Shr	Showers	V	Vent Pipe	X	Capped Point
On back Junction	S	Sink (kitchen)	IPME	Induct Pipe Micro Pipe	P	Provisional (future) drain point

# Certificate in respect of insurance for residential building work

Policy No:

Policy Date:

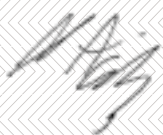
A contract of insurance complying with sections 92 and 96 of the **Home Building Act 1989** (the Act) has been issued by Insurance and Care NSW (icare) for the insurer, the NSW Self Insurance Corporation (Home Building Compensation Fund). icare provides services to the NSW Self Insurance Corporation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

Period of Insurance	The contract of insurance provides cover for both the construction period and the warranty period
In respect of	
Description of construction as advised by builder^	
At	
Site plan number^	
Site plan type^	
Homeowner	
Carried out by	
Licence number	
Builder job number^	
Contract amount^	
Contract date^	
Premium paid	
Cost of additional products or services under contract	Nil - no additional services
Price (including GST and Stamp Duty) Note: The total price does not include any brokerage or other costs to arrange the insurance contract.	

**^Additional information**

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

There are absolute limits on what you can be paid under this insurance, both in respect of non-completion of the works and as a total policy limit. Please review the policy wording closely for those limits. In summary, the total limit of the policy in any case (including the non-completion of building work, defective building work and any other costs covered by the policy) is \$340,000 per dwelling, with a sub-limit in respect of the non-completion of the building work of 20% of the contract price (as varied). This policy will never pay more than 20% of the contract price (as varied) in respect of the non-completion of building work, and never more than \$340,000 per dwelling for all loss, damage, costs and liabilities covered.



Certificate No:

Issued on:

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

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

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

## NSW SWIMMING POOL REGISTER

### Certificate of Registration

#### Section 30C – Swimming Pools Act 1992

Pool No:	b9594ac1
Property Address:	15 GRACE ROAD BEXHILL
Date of Registration:	27 July 2023
Type of Pool:	An outdoor pool that is not portable or inflatable
Description of Pool:	in ground

The swimming pool at the above premises has been registered in accordance with Section 30B of the *Swimming Pools Act 1992*.

The issue of this certificate does not negate the need for regular maintenance of the pool.

Please remember:

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

You may be required to obtain a Pool Compliance Certificate before you lease or sell your property. Contact your council for further information.

This is NOT a Certificate of Compliance

## NSW SWIMMING POOL REGISTER

### Certificate of Non-compliance

#### Clause 21 – Swimming Pools Regulation 2018

Pool no: b9594ac1  
Property address: 15 GRACE ROAD BEXHILL  
Date of inspection: 27 July 2023  
Expiry date: 27 July 2024  
Issuing authority: Jesse Alexander - Registered Certifier - bdc04959

Did not comply with AS1926.1 (2012).

The swimming pool at the above property DOES NOT COMPLY with Part 2 of the *Swimming Pools Act 1992*. Please refer to the registered certifier's notice, issued under section 22E of the *Swimming Pools Act 1992*, for detailed reasons of non-compliance and rectification works required to render the swimming pool compliant with the applicable standard.

The swimming pool poses a significant risk to public safety ☐

The swimming pool does not pose a significant risk to public safety ☒

#### Non-compliance area/s:

Boundary fence	<input type="checkbox"/>	Doors	<input type="checkbox"/>
Fence height	<input checked="" type="checkbox"/>	Fence panels/gaps	<input checked="" type="checkbox"/>
Gate closure	<input checked="" type="checkbox"/>	Gate latch	<input checked="" type="checkbox"/>
Non-ancillary structure	<input type="checkbox"/>	Non-climbable zones	<input type="checkbox"/>
Signage	<input checked="" type="checkbox"/>	Window	<input type="checkbox"/>
Other (see text box below)	<input type="checkbox"/>		

This certificate expires on issuing of a certificate of compliance or 12 months after the date of issue, whichever occurs first.

Purchasers of a property with a non-compliant swimming pool barrier have 90 days from the date of settlement to fix any areas of non-compliance.

## Section 22e Notice for Non Compliant pool under NSW Legislation

Date of Notice: 28/07/2023

Owner: Damon Rielly

Address to which pool relates: 15 Grace Road, Bex Hill NSW

Inspection date: 27/07/2023

Inspected by: Jesse Alexander

Inspected pool fence to Australian standard 1926.1 - 2012

Pool does not pose a significant risk

Warning this notice will be forwarded to the Local Council Immediately if the pool poses a significant risk or 6 weeks after inspection date in pool is not a significant risk.

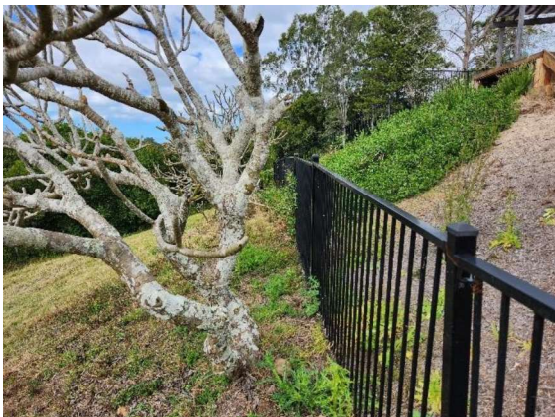
Pool fence should be rectified within 6 weeks of first inspection if it does not comply with the relevant Australian Standards

Pool fence did **not comply** for the reasons below.

1. Metal Gate latch would not close by itself and did not lock without force. The gate needs to be adjusted so it self closes from any position and locks properly with no bounce.



2. Climable trees within 900mm of the pool fence need to be removed so there are no climbable objects.





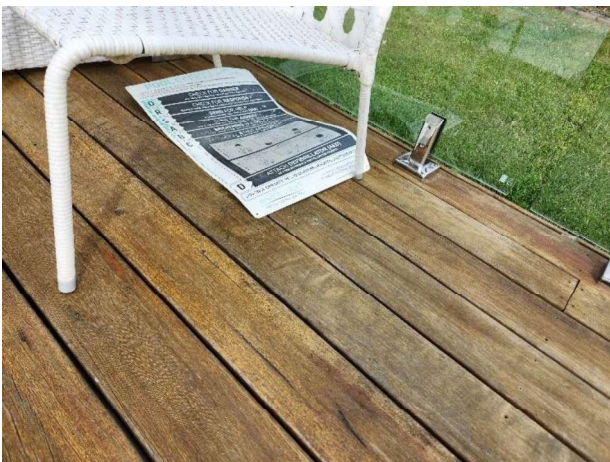
3. Area of pool fence is not closed off under the deck. This needs to be closed off with no gaps over 100mm.



4. Pool fence is under 1200mm high, currently only at 1120mm from the deck height, this needs to be 1200mm high by 900mm long to comply.



5. CPR sign needs to be installed somewhere in clear view to a fence or wall.



6. Some sections of pool fence need refixing at bottom of hill.