


Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Lorimer Estate Agents trading as Lorimer Real Estate Pty Ltd Suite 12 Level 2/14-16 Suakin Street, Pymble, NSW 2073	Mobile: Ref: Duncan Edmonds Lorimer - 0400 844 412
co-agent		
vendor	Lisa Rose Phillips 3/174 Mafeking Road, Goonengerry, NSW 2482	
vendor's solicitor	Castrikum Adams Legal Pty Ltd t/a Bangalow Conveyancing Suite 2, 5 Lismore Road, Bangalow NSW 2479 PO Box 138, Bangalow NSW 2479	Phone: 02 6687 0548 Email: fleur@bangalowconveyancing.com.au Fax: 02 6678 0352 Ref: MLC:FR:251183
		
date for completion	42nd day after the contract date	(clause 15)
land (address, plan details and title reference)	3/174 Mafeking Road, Goonengerry, New South Wales 2482 Registered Plan: Lot 3 Plan DP 286195 Folio Identifier 3/286195	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input checked="" 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: Studio	
attached copies	<input 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 type="checkbox"/> range hood <input checked="" type="checkbox"/> blinds <input type="checkbox"/> curtains <input checked="" type="checkbox"/> insect screens <input checked="" type="checkbox"/> solar panels <input checked="" type="checkbox"/> built-in wardrobes <input 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 type="checkbox"/> pool equipment <input type="checkbox"/> TV antenna <input checked="" type="checkbox"/> other: 1 x 55,000L Water Tank, 1 x 22,000L Watertank, fuel operated fire pump, outdoor shower
exclusions	2 pendant lamps in studio, potted plants
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."

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

SIGNING PAGE

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

ChoicesVendor 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 exemption, in the space below):

Tax information (the parties promise this is correct as far as each party is aware)**Land tax** is adjustable☒ NO ☐ yes**GST:** Taxable supply☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

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

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

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<ul style="list-style-type: none"> <input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate 	<ul style="list-style-type: none"> <input type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input checked="" type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to the off the plan contract
Home Building Act 1989	Other
<ul style="list-style-type: none"> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover 	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> 60 Fire Management Plan
Swimming Pools Act 1992	
<ul style="list-style-type: none"> <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance 	

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice <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"> • the issuer; • the expiry date (if any); and • the amount;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</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 th if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> 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.

3/174 MAFEKING RD GOONENGERRY NSW 2432

SPECIAL CONDITIONS

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

Property: 251183 | Phillips Proposed Sale of 3/174 Mafeking Road Goonengerry 2482

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 "five hundred dollars (\$500.00)".
- (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. NOT USED

12. 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.

13. 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.

14. 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) Where the Contract is signed electronically, the parties agree and accept that where a witness is required, that the Contract has been witnessed remotely under Part 2B of the *Electronic Transactions Act 2000* (NSW).

15. 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.

16. 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".

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. NOT USED

23. Smoke alarms

The Property has smoke alarms installed.

24. NOT USED

25. 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.

26. 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.

27. NOT USED

28. NOT USED

29. 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.

30. Unapproved Dwelling and / or Structure

The Vendor discloses and the Purchaser acknowledge that the **shed extension/granny flat & bathroom, meditation room, lower bedroom verandah** on the Property are not approved by Council or required authorities. The Purchaser acknowledges these non-approvals and accepts these dwellings and structures in their current condition and state of repair as at the date of exchange of Contracts and that they cannot make any objection, requisition or claim for compensation or delay settlement in relation to this disclosure.

31. 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.

32. NOT USED

33. NOT USED

34. 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: Lisa Rose Phillips

Purchaser:

Property: 3/174 Mafeking Road, Goonengerry NSW 2482

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

All properties

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?

If rural

1. Are there any notices from neighbours or any public authorities requiring compliance?
2. All agreements written, oral or by usage not disclosed in the contract relating to such matters as farming, grazing, share farming, agistment, sharing of plant and facilities, use of water, passage through the property should be disclosed and must be terminated, and plant and equipment not the subject of the sale removed from the property prior to completion.
3. Are there any give and take fences?
4. Are there any agreements with neighbours relating to fencing?
5. Are there any licences or agreements relating to pipelines, soil conservation or timber harvesting?
6. Has the vendor any water licence or rights under the Water Management Act 2000?
7. Are there any access roads or tracks to this property or to adjoining properties through this property that are not public roads?
8. Are there any enclosure permits that attach to the property?
9. Are there any notices or issues outstanding relating to stock diseases, chemical pollution or noxious weeds?

- 10.** Are there any matters that specifically affect the property under legislation relating to Native Title, Aboriginal Land Rights, threatened species, native vegetation conservation or National Parks and Wildlife?
- 11.** Is there any application to the Crown for purchase or conversion of a holding?
- 12.** Is there any amount due to the Crown by way of rent or balance of purchase money on any part of the property?



FOLIO: 3/286195

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
19/3/2025	4:40 PM	3	29/11/2019

LAND

LOT 3 IN NEIGHBOURHOOD PLAN DP286195
AT GOONENGERRY
LOCAL GOVERNMENT AREA BYRON
PARISH OF JASPER COUNTY OF ROUS
TITLE DIAGRAM DP286195

FIRST SCHEDULE

LISA ROSE PHILLIPS (T AP721950)

SECOND SCHEDULE (8 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 INTERESTS RECORDED ON REGISTER FOLIO 1/286195
- 3 ATTENTION IS DIRECTED TO THE MANAGEMENT STATEMENT AND DEVELOPMENT CONTRACT OF THE NEIGHBOURHOOD SCHEME FILED WITH THE NEIGHBOURHOOD PLAN
- 4 THIS NEIGHBOURHOOD SCHEME DOES NOT FORM PART OF A COMMUNITY SCHEME
- 5 DP286195 RIGHT OF ACCESS 2 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (DOC.1)
- 6 DP286195 RIGHT OF ACCESS 2 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.1)
- 7 DP286195 EASEMENT FOR SERVICES VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED (DOC.1)
- 8 DP286195 RESTRICTION(S) ON THE USE OF LAND (BUILDING ENVELOPE) (DOC.1)

NOTATIONS

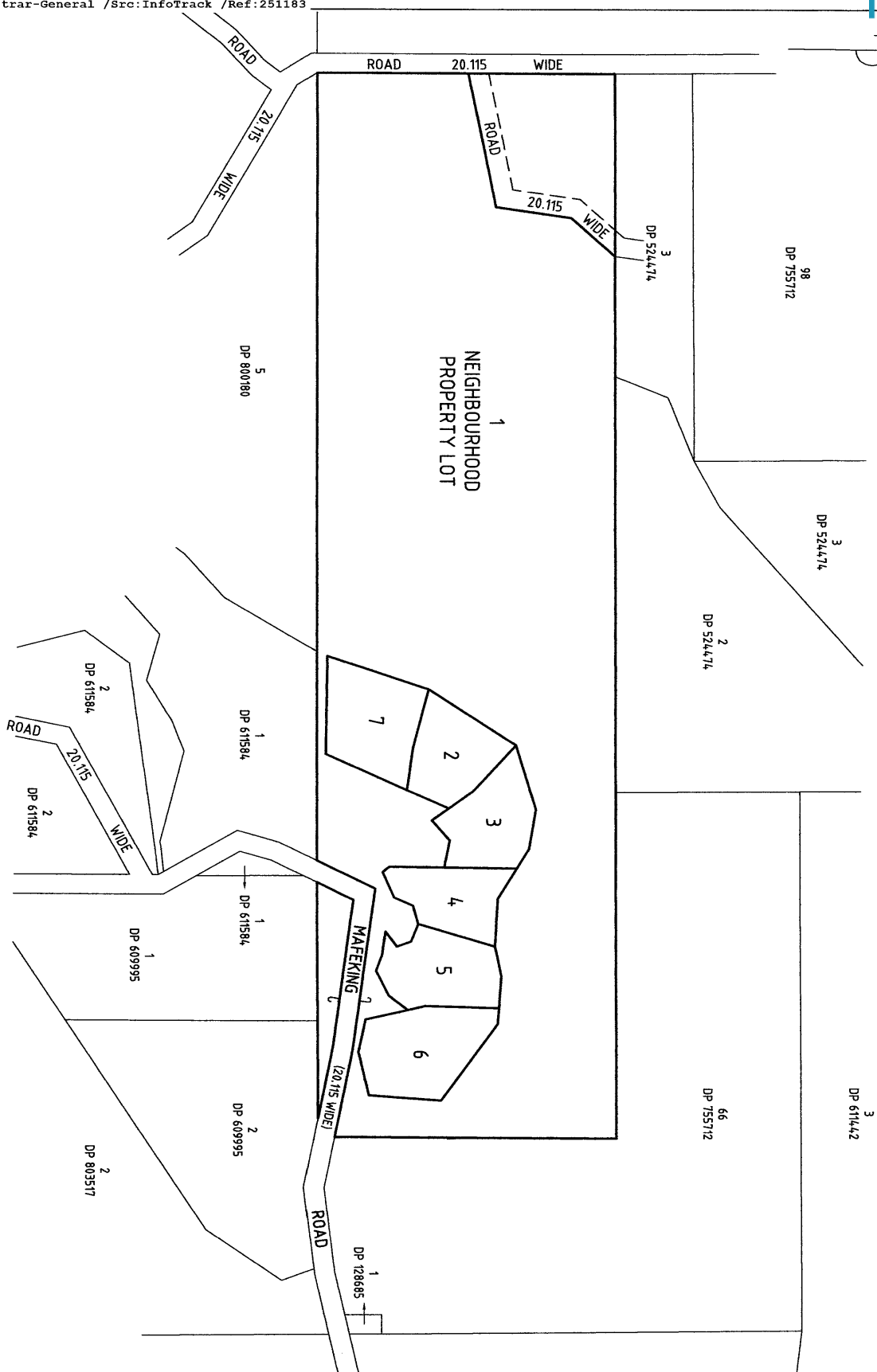
UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

251183...

PRINTED ON 19/3/2025

RR 1:3000



DP386105 D

HOW THE
FOR DETAILS
SHEETS SEE

SCHEDULE OF CHANGES TO THE SCHEME

LOT No.	DETAILS	SHEET No.
---------	---------	-----------

Subdivision Certificate No: 25/08

Date: 23.9.2008

Surveyor: CHRISTOPHER ARTHUR ABBOTT

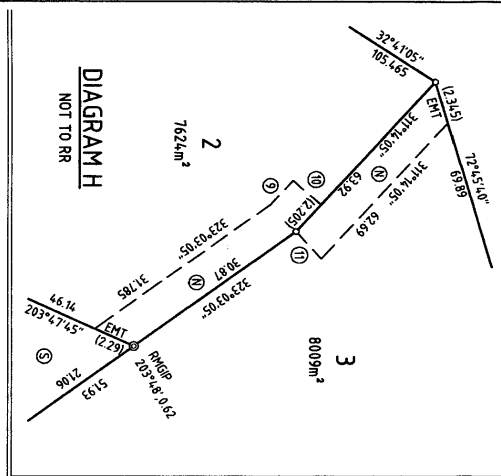
Surveyors Ref: 08036-1A/FBI116 CHECKLIST 2008M7100(290) PARTIAL SURVEY

Registered  *AB* 5-12-2008

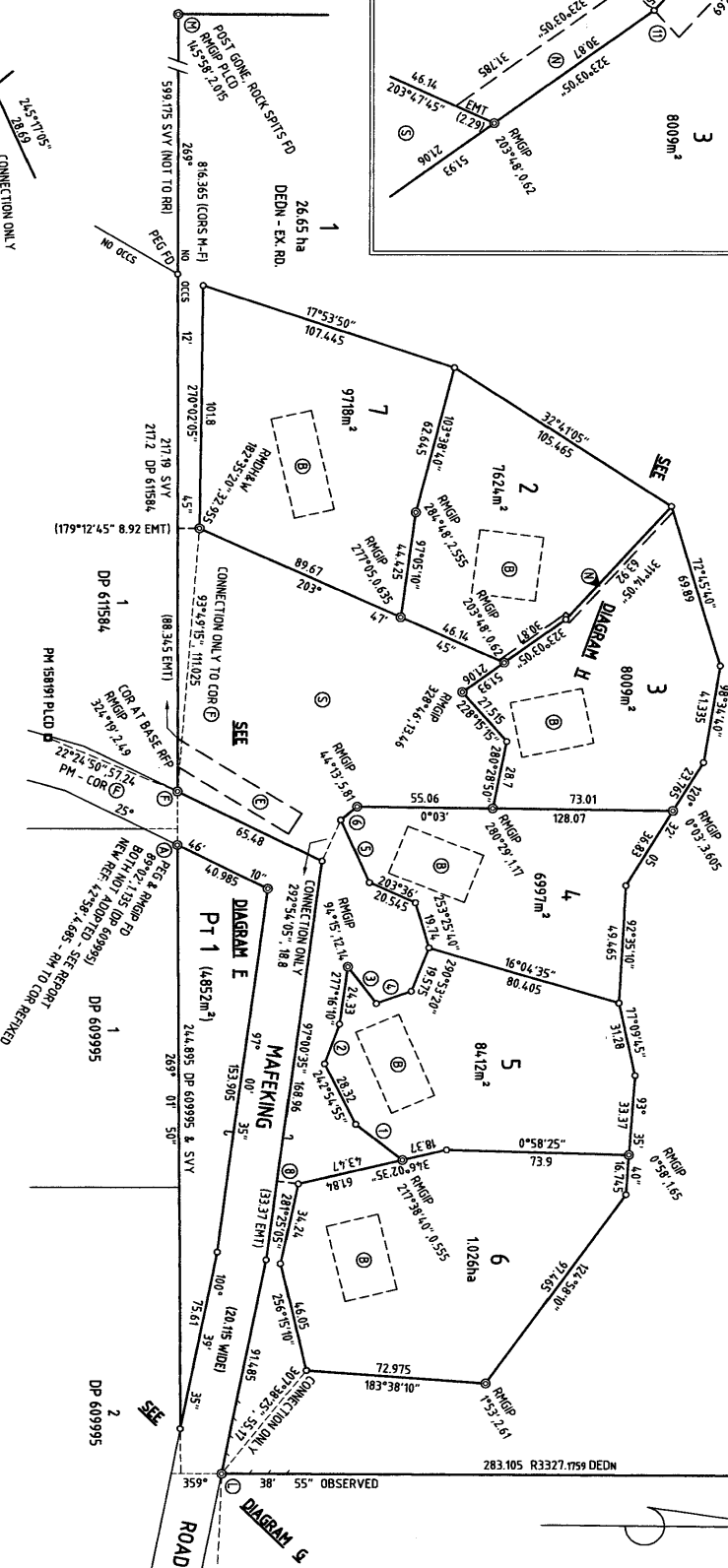
~~COMMUNITY / PREGINET / NEIGHBOURHOOD PLAN~~

DP286195

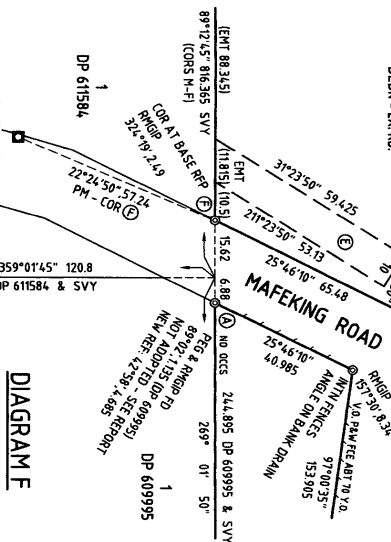




DETAIL PLAN CONTINUED



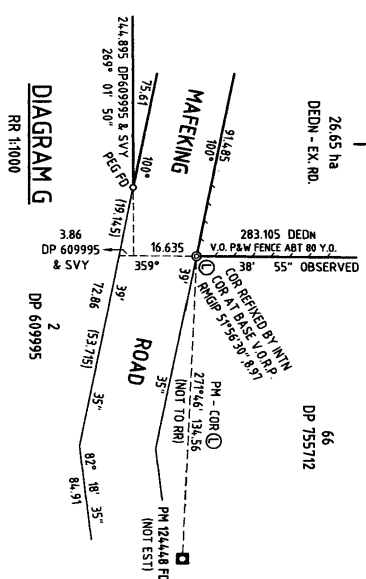
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LINE	BEARING	DISTANCE
1	217° 38' 45"	24.26
2	289° 07' 40"	17.74
3	52° 21' 15"	19.24
4	339° 29' 20"	15.03
5	245° 17' 05"	28.69
6	318° 46' 30"	8.76
7	187° 00' 35"	8.595
8	311° 14' 05"	2
9	41° 14' 05"	2
10		
11		



SURVEYING REGULATION 2006 - CLAUSES 6(1)(2) & 35(1)(b)				
MARK	EASTING	NORTHING	CLASS	ORDER
PM 124448	542090	6834363	U	N/A
PM 158191	541700	6834300	N/A	FROM SCNS
SM 92279	541570	6833614	U	FROM SCNS
SOURCE: MGA COORDINATES ADAPTED FROM SCNS 28 MARCH 2008				
COMBINED SCALE FACTOR 0.999596				

PERMANENT MARK CONNECTIONS			
FROM	TO	BEARING	DISTANCE
SM 92279	PM 158191	355° 35' 4.5"	6.82
PM 124448	PM 158191	80° 59' 0.2"	4.47
SM 92279	SM 92279	207° 26' 4.5"	84.6
PM 124448	SM 92279	84.6	0.8
SVY	SVY		

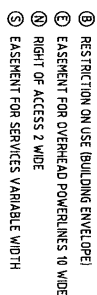
- Ⓡ RESTRICTION ON USE (BUILDING ENVELOPE)
- Ⓢ EASEMENT FOR OVERHEAD POWERLINES 10 WIDE
- Ⓣ RIGHT OF ACCESS 2 WIDE
- Ⓤ EASEMENT FOR SERVICES VARIABLE WIDTH



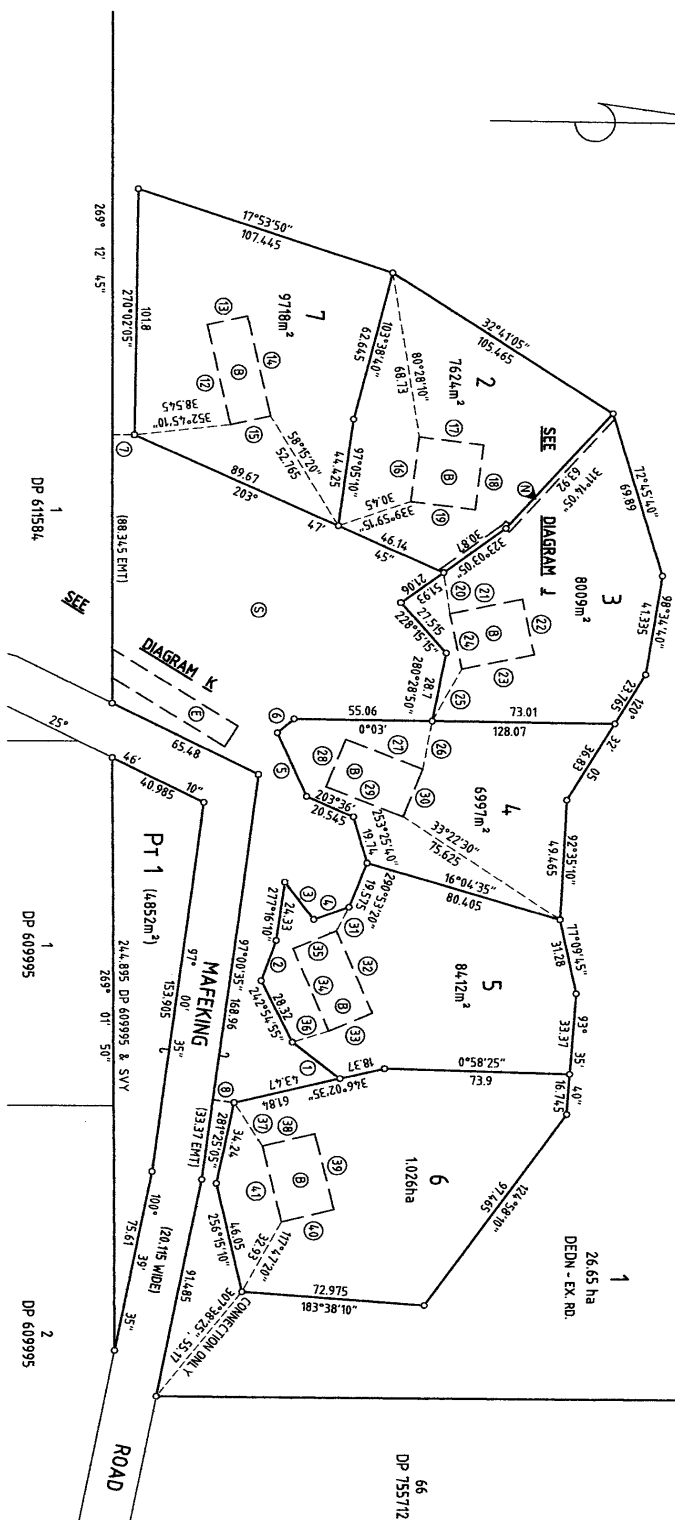
Surveyor: CHRISTOPHER ARTHUR ABBOTT Date of Survey: 28TH MARCH 2008 Surveyor's Ref: 00038-4A-PB116 CHECKLIST 2008M/100280 PARTIAL SURVEY REPORT	PLAN OF SUBDIVISION OF LOT 64 IN DP 755712	LGK: BYRON Locality: GOONENGERY Subdivision No: 25/105 Lengths are in metres. Reduction Ratio 1:1500	Registered 5.12.2008	DP286195
--	---	---	-----------------------------	----------




SHORT LINE TABLE



DETAIL PLAN
CONTINUED



<p>Surveyor: CHRISTOPHER ARTHUR ABBOTT</p> <p>Date of Survey: 28TH MARCH 2008</p> <p>Surveyor's Ref: 08038-1A-FB-1116 CHECKLIST 2008M7100(29) PARTIAL SURVEY REPORT</p>	<p>PLAN OF SUBDIVISION OF LOT 64 IN DP 755712</p>	<p>LCA: BYRON</p> <p>Locality: GOONENGERRY</p> <p>Subdivision No: 25106</p> <p>Lengths are in metres Reduction Ratio 1:1500</p>	<p>Registered</p> <p> 5.12.2008</p>	<p>DP286195</p>
---	---	--	--	-----------------

SHORT LINE TABLE		
LINE	BEARING	DISTANCE
1	2 17° 38' 45"	24.26
2	289° 07' 40"	17.74
3	52° 31' 15"	19.24
4	339° 29' 20"	15.03
5	245° 17' 05"	28.69
6	318° 46' 30"	8.76
7	179° 12' 45"	8.92
8	187° 00' 35"	8.59

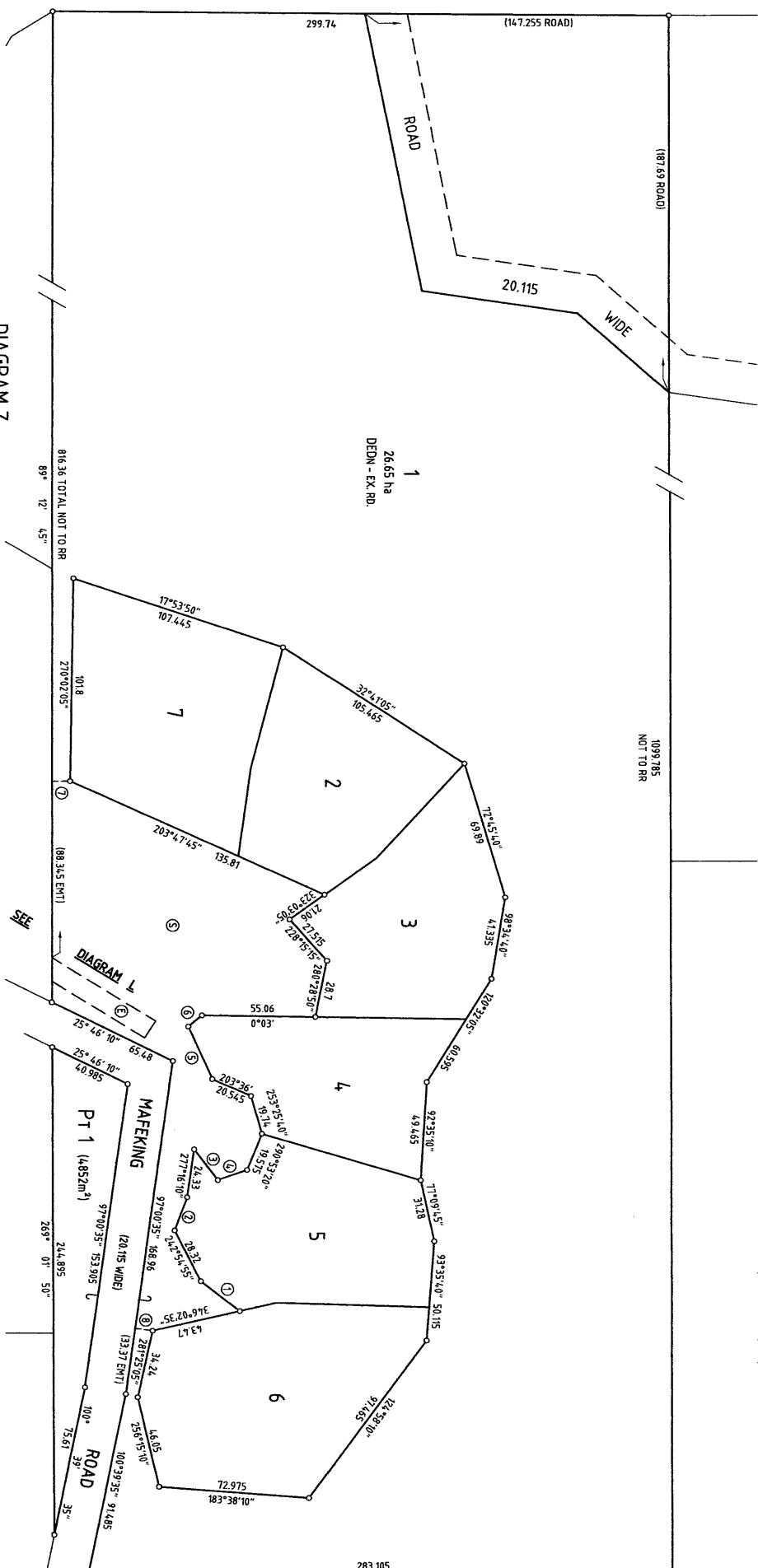
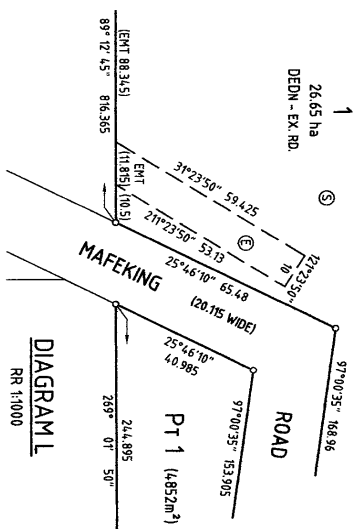
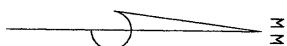


DIAGRAM Z

RR 1:1500

- ⑤ EASEMENT FOR SERVICES VARIABLE WIDTH

Surveyor: CHRISTOPHER ARTHUR ABBOTT
 Date of Survey: 28TH MARCH 2008
 Surveyor's Ref: 08036-1A FB1116 CHECKLIST
 2008M710(20) PARTIAL SURVEY REPORT

PLAN OF
SUBDIVISION OF LOT 64 IN DP 755712

LGA: BYRON
Locality: GOONENGERRY
Subdivision No: 25 / 08
Lengths are in metres. Reduction Ratio 1:8000

Registered

DP286195

[illegible]

PLAN FORM 6

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

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

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

1. EASEMENT FOR OVERHEAD POWERLINES 10 WIDE (E)
2. RIGHT OF ACCESS 2 WIDE (N)
3. EASEMENT FOR SERVICES VARIABLE WIDTH (S)
4. RESTRICTION ON USE (BUILDING ENVELOPE) (B)

Use PLAN FORM 6A
for additional certificates, signatures, seals and statements

Crown Lands NSW/Western Lands Office Approval

I,in approving this plan certify
(Authorised Officer)
that all necessary approvals in regards to the allocation of the land shown herein have been given

Signature:
Date:
File Number:
Office:

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

the proposed..... SUBDIVISION.....set out herein
(insert 'subdivision' or 'new road')

* Authorised Person/General Manager/Accredited Certifier

Consent Authority: BYRON SHIRE COUNCIL
Date of Endorsement: 23.9.2008
Accreditation no:
Subdivision Certificate no: 25/08
File no: 15.2006.731.1

* Delete whichever is inapplicable



DP286195 S

(Doc.A)

Registered: AB 5.12.2008

Title System: TORRENS

Purpose: SUBDIVISION

PLAN OF SUBDIVISION
OF LOT 64 IN DP 755712

LGA: BYRON

Locality: GOONENGERRY

Parish: JASPER

County: ROUS

Surveying Regulation, 2006

I,
CHRISTOPHER ARTHUR ABBOTT
CHRIS ABBOTT SURVEYING
of
PO BOX 633 BALLINA NSW 2478

a surveyor registered under the *Surveying Act, 2002*, certify that the survey represented in this plan is accurate, has been made in accordance with the *Surveying Regulation, 2006*, and was completed on:
28th March 2008

The survey relates to
.....
LOTS 2 - 7 & PART LOT 1 ONLY

(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature: Dated: 02.04.2008
Surveyor registered under the *Surveying Act, 2002*

Datum Line: X - Y (MM)
Type: ~~Urban~~ / Rural

Plans used in preparation of survey / compilation-

R 3327.1759	DP 803517
R 9551.1759	DP 800180
R 9784.1603	DP 611584
	DP 611442
	DP 609995
	DP 607703
	DP 524474

(if insufficient space use Plan Form 6A annexure sheet)

SURVEYORS REFERENCE: 08036-1B FB1116 CHECKLIST
2008M7100(290) PARTIAL SURVEY REPORT

* OFFICE USE ONLY

PLAN FORM 6A (Annexure Sheet)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheets

PLAN OF SUBDIVISION OF LOT 64 IN DP 755712

DP286195

(Doc. A)

Registered:  5.12.2008

Subdivision Certificate No: 25/08

Date of Endorsement: 23-9-2008

Karl Bedig
MB for J. A. Crowder
(POWER OF ATTORNEY BOOK 4545 N°591)
GM
J. M. Rowe
K. P. Kuylen
S. H. H. H.
Robert Caber
Deedre J. Oston
MB

* OFFICE USE ONLY

PLAN FORM 6D (Community Annexure) WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

PLAN OF SUBDIVISION OF LOT 64 IN DP 755712

DP286195

(Doc.A)

Registered:  *SB* 5.12.2008

Subdivision Certificate No:

25/06

Date of Endorsement:

23-9-2008

Name of Development if any

TIBIAN CREEK SANCTUARY

Address for Service of notice

TIBIAN CREEK SANCTUARY
174 MAFEKING ROAD
GOONENGERRY
NSW 2482

This Sheet shows an initial schedule of unit entitlements for the ~~*Community/*Precinct/*Neighbourhood~~ scheme which is liable to be altered as the scheme is developed or on completion of the scheme in accordance with the provisions of section 30 of the Community Land Development Act, 1989.

Any changes will be recorded on subsequent Administration Sheets.

* Strike out whichever is inapplicable

I,
of
being a Valuer registered under the Valuers Registration Act 1975, certify that the Unit Entitlements shown on ~~*this sheet/*these sheets~~ are based upon valuations made by me on #

Signature Date

* Strike out whichever is inapplicable # Insert date of valuation

THIS CERTIFICATE REQUIRED FOR COMMUNITY & PRECINCT PLANS ONLY

SCHEDULE OF UNIT ENTITLEMENT

(if insufficient space use additional annexure sheet - Plan Form 6A)

INITIAL SCHEDULE OF UNIT ENTITLEMENTS

LOT	UNIT ENTITLEMENT	SUBDIVISION
1	Neighbourhood Property	
2	10	
3	10	
4	10	
5	10	
6	10	
7	10	
TOTAL	60	

DP 286195

COVER SHEET FOR SECTION 88B INSTRUMENT

.....
ATTENTION
.....

A Community Plan may be subject to future subdivision that could also contain a Section 88B Instrument. This instrument could then comprise separate documents registered on different dates.

Particulars of each document are as follows:-

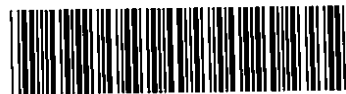
Document Number	Plan/Instrument Registration Date	Number of Sheets in Plan	Number of Sheets in Section 88B Instrument
Document 1	5.12.2008	5	5

TOTAL NUMBER OF SHEETS OF SECTION 88B INSTRUMENT IMAGED

(INCLUDING COVER SHEET)

Doc.1

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B and Section 88E Conveyancing Act 1919



(Sheet 1 of 5 sheets)

Plan of Subdivision covered by Subdivision
Certificate No. 25/08

DP286195 B

**Full name and address
of the owner of the land:**

**Rachel Sarah Bending
Lot 2 174 Mafeking Road, Goonengerry via Federal
New South Wales 2480**

**James Arthur Crowder
Lot 3 174 Mafeking Road, Goonengerry via Federal
New South Wales 2480**

**Geoffrey Keith Miller and Diane Margaret Rowe
Lot 4 174 Mafeking Road, Goonengerry via Federal
New South Wales 2480**

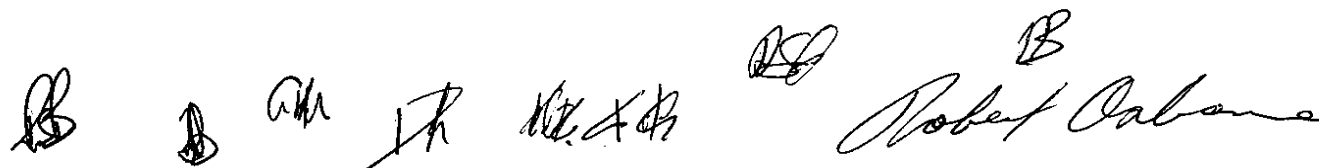
**Robert Edward O'Keeffe and Kristin Gentry O'Keeffe
Lot 5 174 Mafeking Road, Goonengerry via Federal
New South Wales 2480**

**Robert Osborne and Deedre Samarpan Osborne
Lot 6 174 Mafeking Road, Goonengerry via Federal
New South Wales 2480**

**Nicole Wilhelmina Maria Braakman
Lot 7 174 Mafeking Road, Goonengerry via Federal
New South Wales 2480**

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement for overhead powerlines 10 wide.	Lot 1	Country Energy ABN 37 428 185 226
2	Right of Access 2 wide	Lot 2 Lot 3	Lots 1 and 3-7 inclusive Lots 1, 2 and 4-7 inclusive
3	Easement for Services Variable Width.	Lot 1	Lots 2 – 7 inclusive
4	Restriction on Use. (Building Envelope)	Lots 2-7 inclusive	Lots 1 – 7 inclusive



DP286195

Doc.1

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B and Section 88E Conveyancing Act 1919

(Sheet 2 of 5 sheets)

Plan:

Plan of Subdivision covered by Subdivision
Certificate No. 25108

Part 2 (Terms)

1. Terms of easement for overhead powerlines 10 metres wide.

Easement for overhead powerlines the terms of which are set out in Part A of Memorandum AA26009 registered at LPI.

Name of person or authority empowered to release, vary or modify this easement.

Country Energy

2. Terms of Restriction on Use (Building Envelope)

No residential structure shall be erected or placed on any lot except wholly within that part of the lot which is shown as "Restriction on Use (Building Envelope)".


Name of person or authority empowered to release, vary or modify this easement.

Neighbourhood Association

Signed by **RACHEL SARAH BENDING** who is
personally known to me in the presence of:)


Rachel Sarah Bending


Signature of Witness


Print name of Witness


Address of Witness

GOONEN GRAY, 2482, NSW



Doc.1


Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B and Section 88E Conveyancing Act 1919

(Sheet 3 of 5 sheets)

DP286195

Plan of Subdivision covered by Subdivision
Certificate No. 25/08

Signed by **JAMES ARTHUR CROWDER** who is)
personally known to me in the presence of:)


James Arthur Crowder
(POWER OF ATTORNEY)
(BOOK 4545 N°591)

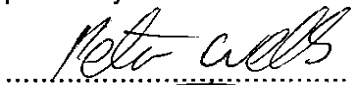

Signature of Witness



Print name of Witness

7/174 Mafeking Rd
Address of Witness

Gooneryerry, 2482, NSW
Signed by **GEOFFREY KEITH MILLER** who is)
personally known to me in the presence of:)


Geoffrey Keith Miller



Signature of Witness


Print name of Witness

7/174 Mafeking Rd
Address of Witness

Gooneryerry, 2482, NSW
Signed by **DIANE MARGARET ROWE** who is)
personally known to me in the presence of:)


Diane Margaret Rowe


Signature of Witness


Print name of Witness

7/174 Mafeking Rd
Address of Witness

Gooneryerry, 2482, NSW



Doc.1

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B and Section 88E Conveyancing Act 1919

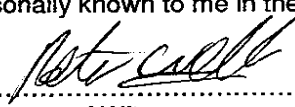
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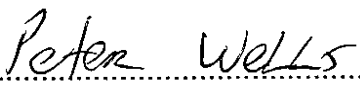
DP286195

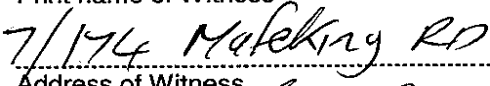
Plan of Subdivision covered by Subdivision
Certificate No. 25108

Signed by **ROBERT EDWARD O'KEEFFE** who is)
personally known to me in the presence of:)


Robert Edward O'Keeffe


Signature of Witness

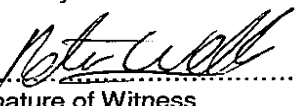

Print name of Witness

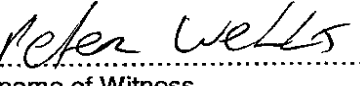

Address of Witness


Goonery, NSW, 2482

Signed by **KRISTIN GENTRY O'KEEFFE** who is)
personally known to me in the presence of:)


Kristin Gentry O'Keeffe

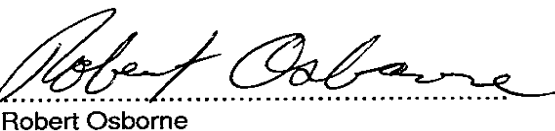

Signature of Witness

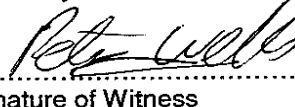

Print name of Witness

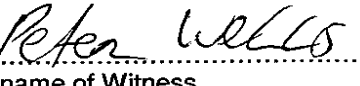

Address of Witness

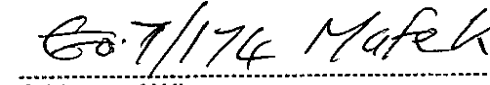
Goonery, NSW, 2482

Signed by **ROBERT OSBORNE** who is)
personally known to me in the presence of:)


Robert Osborne


Signature of Witness


Print name of Witness


Address of Witness

Goonery, NSW, 2482



Doc.1

Instrument setting out terms of Easements or Profits á Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B and Section 88E Conveyancing Act 1919

(Sheet 5 of 5 sheets)

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Plan of Subdivision covered by Subdivision
Certificate No. 25/08

Signed by **DEEDRE SAMARPAN OSBORNE** who
is personally known to me in the presence of:)

Deedre S. Osborne
Deedre Samarpan Osborne

Peter Wells
Signature of Witness

Peter Wells
Print name of Witness

7/LOT 174 Marekiny
Address of Witness

RD Goonergerry NSW 2432

Signed by **NICOLE WILHELMINA MARIA
BRAAKMAN** who is personally known to me
in the presence of:)

N. Braakman
Nicole Wilhelmina Maria Braakman

Peter Wells
Signature of Witness

Peter Wells
Print name of Witness

7/LOT 174 Marekiny RD
Address of Witness

*Goonergerry. N.S.W.
2432*

Byron Shire Council
Authorised Person
Byron Shire Council



Robert Adams

~~120~~
1 of 41 sheets



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NEIGHBOURHOOD MANAGEMENT STATEMENT

for

TIBIAN CREEK SANCTUARY

***COMMUNITY LAND DEVELOPMENT ACT, 1989
COMMUNITY LAND MANAGEMENT ACT, 1989
NEIGHBOURHOOD MANAGEMENT STATEMENT
NEIGHBOURHOOD ASSOCIATION DP NO***

WARNING

The terms of this management statement are binding upon the Neighbourhood Association and each person who is proprietor, lessee, occupier or mortgagee in possession of a Neighbourhood Lot within the Neighbourhood Scheme.

TERMS OF INSTRUMENT NOT CHECKED
IN LAND AND PROPERTY INFORMATION NSW

REGISTERED



10B 5.12.2008

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PART 1

By-Laws Fixing Details of Development

These by-laws relate to the control and preservation of the essence or theme of the Neighbourhood Scheme and as such may only be amended or removed by a unanimous resolution of the Neighbourhood Association (see section 17 (2) *Community Land Management Act 1989*).

1. AIMS AND OBJECTIVES

- 1.1 To create a community that fosters a cooperative spirit in its residents, considers and protects native fauna and flora and enhances the landscape by means of sustainable environmental practices.

2. ARCHITECTURAL AND LANDSCAPE STANDARDS

- 2.1 The Neighbourhood Association must prescribe Landscape Standards and Architectural Standards in respect of:
 - (a) Neighbourhood Property; and
 - (b) Lots in the Neighbourhood Plan.
- 2.2 The Neighbourhood Association may alter Landscape and Architectural Standards for the Neighbourhood Scheme.
- 2.3 Architectural and Landscape Standards bind:
 - (a) the Neighbourhood Association;
 - (b) each proprietor or occupier or lessee of a Lot;
 - (c) each mortgagee in possession of a Lot.
- 2.4 Dwelling houses erected on Lots in the Neighbourhood Plan must conform to, as a minimum standard, a 3.5 rating of the National Home Energy Rating Scheme.
- 2.5 Design and maintenance of vegetation on Neighbourhood Lots shall be implemented so as not to impede solar access of dwelling houses on Neighbourhood Lots between the hours of 10:00 am and 4:00 pm from 22 March to 22 September inclusive.

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- 2.6 The Executive Committee shall ensure that any proposed dwelling house or other structures that require Council approval shall be confined to a building envelope of no more than 700 square metres, as shown in B of "Key to Plan Opposite", clause 46.
- 2.7 The Executive Committee shall not approve the erection of any proposed dwelling house or structure within 40 metres of another dwelling house or structure unless it is a dwelling house or structure within the same building envelope.
- 2.8 Only one dwelling house per lot shall be permitted.

3. ALTERATIONS TO ARCHITECTURAL AND LANDSCAPE STANDARDS

- 3.1 A proprietor of a Neighbourhood Lot may make application to the Executive Committee requesting additions or alterations to the Landscape or Architectural Standards applying to the proprietor's lot or to the Neighbourhood Property.
- 3.2 An application must contain sufficient information about the proposed additions or alterations to enable the Association to understand with reasonable certainty the nature and extent of the proposed additions or alterations.
- 3.3 The Executive Committee may refer an application to a general meeting for its decision.
- 3.4 The Executive Committee may request additional information to enable it to make a decision on an application.
- 3.5 The Executive Committee must, within two (2) months after it has received all information required by it to make a decision, deliver to the applicant a written decision.

Current copy of Architectural Standards and Landscape Standards

- 3.6 The Neighbourhood Association must, when requested by the proprietor of a Lot, provide the proprietor of the lot, at a reasonable cost to that proprietor, with an up to date copy of the Architectural Standards and Landscape Standards kept by the secretary of the Neighbourhood Association.

Approval of plans and specifications for Building Modifications, New Constructions and Landscape Modifications

- 3.7 No building modification, new construction or landscape modification may be commenced until the plans and specifications for it have been approved by the Executive Committee as to:

For building modification or new constructions

- (a) suitability of design, colour and materials;

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- (b) quality of design, colour and materials;
- (c) external roof and wall cladding for all dwellings and other buildings must be non reflective and in earth-tone colours, suitably integrated to compliment the amenity of the area. Suitable colours for roofs are greens or greys. Suitable colours for wall cladding include browns, greens, greys, dark beige, gold tones and autumn reds. Brickwork incorporating very strong contrasts in colour must be avoided.
- (d) harmony of external design with existing structures;
- (e) location in relation to surrounding structures and topography;
- (f) elevation in relation to existing structures and topography;
- (g) harmony with existing landscaping; and
- (h) Maximization of solar efficiency, water and resource conservation.

For landscape modification:

- (a) suitability of design, colour, plant species and landscape materials and features;
- (b) quality of design, colour, plant species and landscape materials and features;
- (c) harmony with existing landscaping and structures;
- (d) location in relation to surrounding structures and topography;
- (e) elevation in relation to existing structures and topography;
- (f) the removal of or dealing with existing plants.

3.8 The plans and specifications submitted for approval by the Executive Committee must:

For building modification or new constructions

- (a) enclose plans and specifications proposed for submission to Council together with an analysis of solar-environmental parameters; and
- (b) contain a landscaping proposal; or

For landscape modification

- (a) show the nature, kind, shape, height, quantity and location and function of the proposed trees, shrubs and garden areas; and
- (b) show the nature and type of proposed landscaping material and features.

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Basis of Approval

- 3.9 The Executive Committee's approval or disapproval of plans and specifications must be made solely on the matters set out in:
- (a) the by-laws;
 - (b) the Architectural Standards and Landscape Standards in force at the time of its decision;
 - (c) the Environmental Management Plan; and
 - (d) the Rules in force at the time of its decision.

Additional Information

- 3.10 The Executive Committee in order to make a decision on any plans and specifications may request:
- (a) additional plans and specifications be submitted to it;
 - (b) additional information, reports or documents;
 - (c) details of changes to be made to the plans and specifications, if the changes are required by the Council; or
 - (d) any other relevant information, facts or material.

Approval subject to Conditions

- 3.11 The Executive Committee may impose conditions on its approval of plans and specifications.
- 3.12 The Executive Committee may require an applicant to deposit with the Neighbourhood Association a bond to be held by the Neighbourhood Association on account of any damage that may be caused to Neighbourhood Property or as a result of building modification, landscape modification or new construction.
- 3.13 On completion of the building modification, landscape modification or new construction, the Neighbourhood Association must account to the applicant within 60 days for the bond after deduction (if any) for damage to Neighbourhood Property, the cost of such damage to be determined by the Executive Committee.

Decision of Executive Committee

- 3.14 The Executive Committee must, within 40 days after it has received all information required by it to make a decision, deliver to the applicant its written decision.

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- 3.15 Plans and specifications submitted under this by-law will be deemed to be approved by the Executive Committee, unless:
- (a) a written disapproval from the Executive Committee is sent to the applicant; or
 - (b) a request under by-law 3.10 has been delivered to the applicant within 40 days after the Executive Committee has received the plans and specifications, or where a request has been made under by-law 3.10, within 40 days of the Executive Committee receiving the additional information.
- 3.16 A decision made by the Executive Committee is binding on the applicant.

No waiver of future approvals

- 3.17 If the Executive Committee approves plans and specifications for a particular building modification, landscape modification or new construction then that approval does not prevent the Executive Committee from disapproving or approving with conditions future plans and specifications for the same or a similar building modification, landscape modification or new construction.

Protection of Executive Committee Members from liability

- 3.18 No member of the Executive Committee shall be liable for any loss or damage occurring by reason of an act done in his or her capacity as a member of the Executive Committee except for fraud or negligence on the part of that member.

4. ENVIRONMENTAL MANAGEMENT PLAN

- 4.1 The Neighbourhood Association must publish an Environmental Management Plan in respect of:
- (a) Neighbourhood Property; and
 - (b) Lots in the Neighbourhood Plan.
- 4.2 The Environmental Management Plan shall bind:
- (a) the Neighbourhood Association;
 - (b) each proprietor or occupier or lessee of a Lot; and
 - (c) each mortgagee in possession of a Lot.
- 4.3 The Environmental Management Plan has been prepared by Mark Dunphy, (April 1995), and is entitled "The Tibian Creek Sanctuary Rehabilitation Plan", and is kept by the Secretary of the Neighbourhood Association.
- 4.4 **The Neighbourhood Association is to provide a report to Byron Shire Council in December 2010 demonstrating compliance with the Tibian Creek Sanctuary**

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Rehabilitation Plan written by Mark Dunphy of Eco-Regen (April 1995). The report is to be prepared by a person with ecological qualifications and experience satisfactory to Byron Shire Council.

Alterations to Environmental Management Plan

- 4.5 The proprietor of a Neighbourhood Lot may make application to the Neighbourhood Association requesting additions or alterations to the Environmental Management Plan applying to that proprietor's Lot or to the Neighbourhood Property.
- 4.6 An Application must contain specific information about the proposed alterations to enable the Association to understand, with reasonable certainty, the nature and purpose of such alterations.
- 4.7 Any such Applications shall be dealt with at a general meeting of the Neighbourhood Association. If requested by the proprietor of a Lot, the Association will provide that proprietor, at a reasonable cost to the proprietor, with a copy of the Application.

5. RESTRICTIONS AS TO ANIMALS

- 5.1 Cats or dogs may not be kept or suffered to remain on any lot or part of the Neighbourhood Parcel.

6. DOMESTIC HEATING

- 6.1 Gas heaters, or slow combustion wood heaters which have an average particulate emission factor of not more than 2.6 grams for each kilogram of oven dry fuel mass, are to be used for domestic heating.
- 6.2 Open fireplaces are not an approved means of heating a building.

PART 2

Restricted Neighbourhood Property

These by-laws may not be amended during the initial period and may only be amended after the expiry of the initial period by special resolution and with the written consent of each person entitled by the by-laws to use the restricted Neighbourhood Property (see section 54 Community *Land Management Act 1989*).

7. NATURAL HABITAT AREAS

- 7.1 Use of the natural habitat areas is restricted to that of reforestation using only endemic rain forest or eucalypt species and shall be maintained as a permanent forest eco-

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system and its use shall be restricted to such persons as may be designated from time to time by the Executive Committee.

- 7.2 The Executive Committee is responsible for the control, management, operation and maintenance of the natural habitat areas that shall be in accordance with the Environmental Management Plan.
- 7.3 The natural habitat areas must be managed as an integral part of the wildlife corridor network and water catchment protection area and all native fauna using and inhabiting the area must be protected.
- 7.4 The Neighbourhood Association may place restrictions on access to such parts of the natural habitat areas that it deems to be environmentally sensitive due to the following factors:
 - (a) high erosion risk;
 - (b) habitat protection for endangered species; or
 - (c) protection of areas of natural regeneration and young plants until they are sufficiently established.
- 7.5 The Neighbourhood Association may enter into a licence agreement with the proprietor or occupier of a Neighbourhood Lot for the harvest of naturally occurring bio-yields in the riparian-based forests such as seeds and native fruits provided that such harvest does not impair the ecological stability and integrity of such area.

8. SCHEDULE 3 CLAUSE 6 MATTERS

- 8.1 The matters set out in this by-law under Clause 6 Schedule 3 of the Development Act apply to and form part of by-law 17 in Part 3 unless the context indicates to the contrary.
- 8.2 The terms and conditions relating to use of the Neighbourhood Property under by-law 17 are:
 - (a) interference with the use or enjoyment by proprietors or occupiers of lots or of Neighbourhood Property must, so far as it is consistent with the carrying out of development activities, be kept to a minimum; and
 - (b) upon completion from time to time of development activities the relevant Neighbourhood Parcel areas must be left in a clean and tidy condition.
- 8.3 Access to Neighbourhood Property is to be exercised by open access ways in and around the Neighbourhood Parcel.

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- 8.4 The restricted use rights conferred may be exercised in the case of by-law 17 between the hours of 7:00 am and 7:00 pm on Monday to Saturday inclusive, excepting Sunday, Christmas Day and Good Friday.
- 8.5 Subject to the obligations imposed under by-law 12.2, the Neighbourhood Association shall maintain the Neighbourhood Property referred to in by-law 17.
- 8.6 The Neighbourhood Association must levy a contribution upon its members for any costs associated with maintaining the Neighbourhood Property referred to in by-law 4 and by-laws 7 to 13. The provisions of section 20 (1), (5), (6), (7), (8), (9), (10) and (13) and Part 4 of Schedule 1 of the Management Act apply to any contribution required under by-law 12.1

9. CONTRIBUTIONS FOR MAINTENANCE OF ASSOCIATION PROPERTY

- 9.1 The Neighbourhood Association must impose contributions on the proprietors of all lots for the cost of the control, management, operation, maintenance and repair of Association Property.
- 9.2 The cost of control, management, operation, maintenance and repair of Association Property shall include but not be limited to:
- (a) Council rates and charges levied on the Neighbourhood Property;
 - (b) accounting and management fees incurred for the benefit of the Neighbourhood Property;
 - (c) the cost of construction and maintenance of roadways and associated drainage works and other services erected upon the Neighbourhood Property;
 - (d) the cost of complying with any government or semi-governmental authority's notices including weed eradication;
 - (e) insurance premiums payable in accordance with clause 25.1;
 - (f) the cost of purchase and maintenance of any plant and equipment used on Neighbourhood Property;
 - (g) liabilities from previous years incurred on behalf of the Neighbourhood Property.
 - (h) any other costs and expenses incurred pursuant to the provisions of this Management Statement and related to such other matters as the Executive Committee may decide including the creation of any contingency fund to meet anticipated outgoings.
- 9.3 The contribution required to be paid pursuant to this by-law to the Neighbourhood Association by the proprietor of a lot is the amount X in the following formula:

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$$X = \frac{A \times B}{C}$$

where:

A = the total amount to be raised by the contribution

B = the unit entitlement for the proprietor's lot

C = the aggregate of the unit entitlements for each lot in the
Neighbourhood Scheme

PART 3

Mandatory Matters

Control, Management, Use and Maintenance of Association Property Including Any Special Facilities on the Property

10. NEIGHBOURHOOD PROPERTY

10.1 The Neighbourhood Property comprises:

- (a) the agricultural areas;
- (b) the plantations and shelter belts;
- (c) the natural habitat areas;
- (d) the community building and recreation area;
- (e) the open access ways; and
- (f) the wastewater disposal areas.

11. AGRICULTURAL AREAS

- 11.1 Use of agricultural areas is available for agricultural (including grazing) and any other use and by such persons as may be designated by the Executive Committee or the Neighbourhood Association.
- 11.2 The Executive Committee is responsible for the control, management, operation, maintenance and repair of the agricultural areas.

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- 11.3 The Executive Committee may develop commercial productive systems in agricultural areas to provide income for the Neighbourhood Association.
- 11.4 The Neighbourhood Association may contract with the proprietor or occupier of a Neighbourhood Lot for the management and maintenance of commercial productive systems in the agricultural areas.
- 11.5 The Neighbourhood Association may lease and or licence the use of such parts of the agricultural areas to proprietors of the Neighbourhood Lots as shall be determined by the Executive Committee.
- 11.6 The following provisions of the Management Act apply to the determination, imposition and collection of levies for the agricultural areas:
 - (a) section 20(1), (5), (6), (7), (8), (9), (10) and (13); and
 - (b) Part 4 of Schedule 1.

12. PLANTATION AND SHELTER BELT AREA

- 12.1 Use of the plantation and shelter belt area is available for the production of firewood and other tree by-products such as fodder, mulch, craft materials, honey, flowers, fruit, nuts and seed and any other use and by such persons as may be designated by the Executive Committee or the Neighbourhood Association.
- 12.2 The Neighbourhood Association is responsible for the control, management, operation and maintenance of the plantation and shelterbelt area that shall be in accordance with the Environmental Management Plan.
- 12.3 The Neighbourhood Association may enter in to a license agreement with the proprietor of a lot or a third party for the harvest of yields in plantation and shelterbelt areas.
- 12.4 The plantation and shelterbelt areas must be managed on a sustainable yield basis that will not involve any clear felling.
- 12.5 The plantation and shelterbelt areas must be integrated into and maintained as part of the wildlife corridor network on the Neighbourhood Property.
- 12.6 The harvest and removal of trees in plantation and shelterbelt areas should not threaten the habitat or impair the survival of any protected or threatened species of native flora and or fauna.

13. COMMUNITY BUILDING AND RECREATIONAL AREAS

- 13.1 Use of the Community Building Area is available for the purpose of construction of the Community Building and carrying out Development Activities associated with that

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construction and any other use and by such persons as may be designated by the Executive Committee or the Neighbourhood Association.

14. LEASING AND LICENSING ARRANGEMENTS FOR NEIGHBOURHOOD PROPERTY

- 14.1 The Neighbourhood Association may enter into Leases or grant Licenses to proprietors or occupiers of Neighbourhood Lots for the use of Neighbourhood Property and may:
- (a) Lease or License for exclusive or shared use of a defined area;
 - (b) Licence for additional use of an area which is the subject of an existing Lease; or
 - (c) Licence for harvesting naturally occurring yields from Agricultural Areas, Plantations and Shelterbelts and natural habitat areas that do not interfere with the commercial productivity or ecological integrity and sustainability of those systems.
- 14.2 The fees for a License or Lease may be either a flat annual fee or a percentage contribution based on the gross return from any produced on the defined area. When fixing such fee the Neighbourhood Association shall have regard to the land area, the quality of the land and the type of crop proposed to be grown.
- 14.3 Applications for the use of Neighbourhood Property must state the purpose of the proposed use, time period, location and area, environmental and social impact, and other details as requested.

15. MODIFICATIONS AND NEW CONSTRUCTIONS BY NEIGHBOURHOOD ASSOCIATION

- 15.1 If the Neighbourhood Association proposes to make:

- (a) a Building Modification;
- (b) a Landscape Modification; or
- (c) a new Construction to Neighbourhood Property,

then it must comply with any Architectural Standards and Landscape Standards and the Environmental Management Plan in force for Neighbourhood Property.

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16. ASSOCIATION PROPERTY

- 16.1 The proprietor or occupier of a Lot must not, except with approval of the Neighbourhood Association, leave anything on or obstruct the use of Association Property.
- 16.2 The proprietor or occupier of a Lot must not damage Association Property including without limitation, any paved area, landscape feature, lawn, garden, tree, shrub, plant or flower which is part of or situated on Association Property.
- 16.3 The proprietor or occupier of a Lot must not, except with approval of the Neighbourhood Association, or pursuant to By-Laws in force for the Neighbourhood Parcel, use for his or her own purposes any part of Association Property.
- 16.4 The proprietor or occupier of a Lot must give notice to the Association of any damage to or defect in Association Property immediately such person becomes aware of it.
- 16.5 Any use of the Association Property by a proprietor or occupier of a Lot must be reasonable and take into account other proprietors and occupiers.

17. CONSTRUCTION ON NEIGHBOURHOOD PROPERTY

- 17.1 The proprietor or occupier of a Lot must not, except with the approval of the Neighbourhood Association:
 - (a) construct any building or other structure including, without limitation, any fence, screen, pergola or awning on Association Property;
 - (b) attach any item as a fixture or otherwise to Association Property; or
 - (c) alter Association Property.
- 17.2 Any construction, attachment or alteration referred to under by-law 17.1 whether or not done with the approval of the Neighbourhood Association must, unless the Neighbourhood Association gives notice that it does not so require, be kept clean and tidy and in good repair by and at the expense of the proprietor for the time being of the Lot of which the proprietor or occupier who carried out the construction, attachment or alteration was proprietor or occupier.

18. NO INAPPROPRIATE USE

- 18.1 The proprietor or occupier of a lot must not use any thing on the Neighbourhood Parcel for any purpose other than that for which it was constructed or provided.

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19. FIXING OF SIGNS

- 19.1 The proprietor or occupier of a Lot must not, except with the approval of the Neighbourhood Association, fix or place any sign, placard, banner, notice or advertisement:
- (a) on the outside of any building on a Lot or any building containing a Lot;
 - (b) on any structure erected on a Lot;
 - (c) on or adjacent to the surface of any window of any building on a Lot or any building containing a Lot; or
 - (d) on any Open Space area of a Lot.

20. ASSOCIATION MACHINERY AND EQUIPMENT

- 20.1 The Executive Committee is responsible for the control, management, operation, maintenance and repair of all agricultural machinery and equipment owned by the Neighbourhood Association.
- 20.2 All transportable machinery and equipment owned by the Neighbourhood Association shall be stored in such a place as shall be designated by the Executive Committee.

21. WATER RETICULATION SYSTEM

- 21.1 The Neighbourhood Association shall be responsible for the maintenance of the water reticulation system located on the Neighbourhood Property.

22. MAINTENANCE OF SERVICES

- 22.1 The maintenance of telecommunications, electricity and water services located on Neighbourhood Property will be the responsibility of the Neighbourhood Association.
- 22.2 A diagram of the services locations is kept by the Secretary of the Neighbourhood Association .
- 22.3 A twenty amp circuit breaker must be installed on the electricity supply for each building envelope.

23. OPEN ACCESS WAYS

- 23.1 Part of the Neighbourhood Property shown on the concept plan has been set apart as Open Access Ways. (See Open Access Way Plan – Sheet 41 of the Neighbourhood Management Statement)

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- 23.2 The control, management and responsibility for maintenance and repair of the Open Access Ways shall vest in the Executive Committee.
- 23.3 The Open Access Ways are available for use by:
- (a) the proprietors and occupiers of Lots;
 - (b) the invitees of the Executive Committee; and
 - (c) the servants and agents of service providers.
- 23.4 Land within the designated Open Access Ways that does not form part of the carriageway or footpath may be used for the planting of vegetation in accordance with the Environmental Management Plan.
- 23.5 The following terms and conditions apply to the use of such land:
- (a) plantings must not interfere with the carriageway, adjoining lots or services;
 - (b) activities in such areas shall contribute to the safe run-off management and drainage along drainage easements.
 - (c) a width of 4 metres with an additional 1 metre wide maintained strip on each side of the road kept clear of bushes and long grasses.
 - (d) a minimum vertical clearance of 6 metres maintained to any overhanging obstructions, including tree branches.

24. INTERNAL FENCING

- 24.1 Subject to the Landscape Standards, the *Dividing Fences Act 1991* applies as between the following parts of the Neighbourhood Parcel and the respective owners of those parts:
- (a) Neighbourhood Property and a Neighbourhood Lot;
 - (b) a Neighbourhood Lot and another Neighbourhood Lot.
- 24.2 If the Architectural and Landscape Standards prohibit the construction of any fence on any part of the Neighbourhood Parcel then By-Law 24.1 will not apply to such fence or fences.

25. INSURANCE

- 25.1 Subject to By-Law 25.2, the insurance listed below must be taken out and renewed by the Association annually. Details of the current insurance must be made available for inspection by proprietors and occupiers of lots and mortgagee in possession of lots and must include:
-

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- (a) Workers Compensation;
 - (b) Damage (if necessary);
 - (c) Public Liability for at least ten million dollars (\$10,000,000);
 - (d) Voluntary Workers; and
 - (e) Fire Insurance for Plantations (if necessary).
- 25.2 Notice of an annual general meeting must include a form of motion to decide whether insurances effected by the Neighbourhood Association should, subject to the Management Act, be confirmed, deleted, varied or extended.
- 25.3 After every annual general meeting, the Neighbourhood Association must immediately:
- (a) effect new insurances; or
 - (b) vary or extend existing insurances, if:
 - (a) there is an increase in risk; or
 - (b) a new risk, to Neighbourhood Property.
- 25.4 A proprietor or occupier of a Lot must not, except with the approval of the Neighbourhood Association, do anything that might:
- (a) void or prejudice insurance effected by the Neighbourhood Association; or
 - (b) increase any insurance premium payable by the Neighbourhood Association.

26. EXECUTIVE COMMITTEE PROCEEDINGS

Constitution

- 26.1 The Executive Committee of the Neighbourhood Association must be established in accordance with division 2 of part 2 of the Management Act.

Membership

- 26.2 The Executive Committee shall, subject to the provisions of the Management Act, comprise no less than four members.

Management of Areas

- 26.3 The Executive Committee is responsible for the proper management, control and administration of the Association.

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Notice Board

- 26.4 The Executive Committee must fix a notice board to some prominent part of the Neighbourhood Property.

Meetings

- 26.5 The Executive Committee may, subject to by-laws 26.10 and 26.15, meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit.

Notice of Meetings

- 26.6 The Secretary or the member of the Executive Committee who convenes a meeting must, for not less than 24 hours immediately before the Executive Committee holds a meeting, display on the notice board:
- (a) the notice of intention to hold the meeting; and
 - (b) the proposed agenda for the meeting.

Meeting Agenda

- 26.7 The agenda for a meeting must include details of all business to be dealt with at that meeting and shall be served on all proprietors of Neighbourhood lots at least five days prior to the meeting. The Agenda may be served on the proprietors by any lawful means including via e-mail.
- 26.8 No business may be dealt with at a meeting unless details of that business are set out in the agenda for that meeting.

Meeting at Request of Members

- 26.10 The Secretary or in his or her absence any member of the Executive Committee may convene a meeting within the period of time specified in the request, or if no time is specified, within 14 days of the making of the request.

Decision Making

- 26.11 Decisions arising at a meeting of the Executive Committee are to be made by a majority of votes of members present and voting at the meeting at which a quorum is present.
- 26.12 If there is an equality of votes, the Chairperson shall, in addition to his or her deliberative vote, have a casting vote.
- 26.13 A quorum at a meeting of the Executive Committee is three members.
- 26.14 Extensive consultation with all relevant parties shall take place before decisions are made by the Executive Committee.

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Out of Meeting Determinations

26.15 Where:

- (a) by-law 26.6 has been complied with in relation to a meeting;
- (b) each member of the Executive Committee has been personally served with a copy of a motion for a proposed resolution to be submitted at the meeting; and
- (c) the resolution has been approved in writing by a majority of members of the Executive Committee then the resolution will, subject to section 38 (3) of the Management Act, be as valid as if it had been passed at a duly convened meeting of the Executive Committee even though the meeting was not held.

Right of Proprietor to attend Meetings

26.16 A proprietor of a lot or, where the proprietor is a corporation the company nominee of the corporation, may attend a meeting but that person may not address the meeting unless authorized by a resolution of the Executive Committee.

Minutes of Meetings

- 26.17 Minutes of meetings must be kept properly and held with the minutes of the General Meetings of the Neighbourhood Association.
- 26.18 Records of all proceedings of the Executive Committee shall be retained and made available for inspection by proprietors and occupiers of allotments and mortgagees in possession of lots.

Display of Minutes

- 26.19 The Executive Committee must, within seven (7) days after holding a meeting, display a copy of the minutes of that meeting on the notice board.
- 26.20 The minutes of an Executive Committee meeting must remain on the notice board for a period of at least 14 days.
- 26.21 If specific decisions are taken in regards to the owner or occupier of a lot, they shall be notified directly in writing of those decisions.

Functions of the Secretary

26.22 The functions of the Secretary include:

- (a) preparing and distributing minutes of meetings of the Neighbourhood Association and the Executive Committee;
- (b) giving on behalf of the Neighbourhood Association and the Executive Committee, notices required to be given under the Management Act;

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- (c) maintaining the Neighbourhood Association roll;
- (d) supplying certificates in accordance with clause 2 of Schedule 4 of the Management Act;
- (e) answering communications addressed to the Neighbourhood Association or the Executive Committee;
- (f) convening meetings of the Executive Committee and the Neighbourhood Association (other than the First Annual General Meeting);
- (g) performing administrative or secretarial functions on behalf of the Neighbourhood Association;
- (h) performing administrative or secretarial functions on behalf of the Executive Committee; and
- (i) keeping records under part 3 of Schedule 1 to the Management Act.

Functions of the Treasurer

26.23 The functions of the Treasurer include:

- (a) the functions set out in section 36 (1) and (2) of the Management Act;
- (b) notifying proprietors of lots of any contribution levied under the Management Act;
- (c) receiving, acknowledging, banking and accounting for any money paid to the Neighbourhood Association;
- (d) preparing any certificate applied for under paragraphs (b), (c), (d), (e) and (f) of clause 2 of Schedule 4 to the Management Act;
- (e) keeping prescribed accounting records under clause 10 of Schedule 1 to the Management Act;
- (f) preparing financial statements under clause 11 of Schedule 1 to the Management Act; and
- (g) notifying proprietors of lots of any contribution levied under the Management Statement and collecting such contribution.

Sub-Committees

26.24 The Executive Committee may from time to time appoint sub-committees comprising one or more of its members to:

- (a) conduct investigations;

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- (b) perform duties and functions on behalf of the Executive Committee; and
- (c) report the findings of the sub-committee to the Executive Committee.

No Remuneration

26.25 Members of the Executive Committee are not entitled to any remuneration for the performance of their functions but are entitled to reimbursement for reasonable out of pocket expenses incurred by them in the performance of their functions.

Protection of Executive Committee members from liability

26.26 No member of the Executive Committee shall be liable for any loss or damage occurring by reason of an act done in his or her capacity as a member of the Executive Committee except fraud or negligence on the part of that member.

Public Representation

26.27 No person or body shall make public representations on behalf of the Neighbourhood Association other than the Executive Committee or any person or body given due authority to do so by the Executive Committee.

Managing Neighbourhood Property

26.28 The Neighbourhood Association may contract with persons to provide management, operational, maintenance and other services in connection with Neighbourhood Property.

27. RUBBISH AND WASTE MATERIAL

- 27.1 The proprietor or occupier of a lot must keep any garbage bin on the lot secure, hidden from view from outside the lot and so that it does not emit odours.
- 27.2 The proprietor or occupier of a lot must store used bottles, boxes and containers, waste paper and other similar items so that they are hidden from view outside the lot.
- 27.3 No rubbish or waste material shall be deposited onto Neighbourhood Property otherwise than in a receptacle provided for the purpose by the Neighbourhood Association.
- 27.4 The Neighbourhood Association shall from time to time enter into agreements with such contractors as the Executive Committee shall determine for the removal and recycling of rubbish and waste material from the Neighbourhood Parcel.
- 27.5 The Neighbourhood Association shall adopt a "Recover-Reuse-Recycle" Policy that shall bind each proprietor or occupier of a lot. Each proprietor of a Neighbourhood Lot is to be provided with a copy of the Policy by the Neighbourhood Association and a copy is kept by the Secretary of the Neighbourhood Association.

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28. DRAINAGE

- 28.1 The Neighbourhood Association shall be responsible for the maintenance of all soakage, run-off swales, defined overland flow paths and drains so as to ensure that all surface water flowing onto Neighbourhood Property and Neighbourhood Lots and all roof water from any building on such land shall flow into the existing natural drainage system.
- 28.2 The Neighbourhood Association shall be entitled to require the proprietors or occupiers of a Lot to take such steps as it considers necessary to maintain any soakage, run-off swales or defined flow paths and drains that are located upon any allotment.

29. ONSITE WASTE WATER DISPOSAL

- 29.1 The proprietor or occupier of a lot must install, with any dwelling on the Lot, a compost toilet and onsite sewage management system on the lot, or any other onsite sewage management system approved by Byron Shire Council, and the design of such onsite sewage management system shall be in a form approved by the Executive Committee, and incorporating the recommendations and conditions of any such approval for that onsite sewage management system.
- 29.2 The proprietor or occupier of a lot must keep any onsite sewage management system on the Lot, or designated neighbourhood property, properly maintained and in a good state of repair as stated in Operation and Maintenance Procedures for Onsite Sewage Management Systems, (by John Craven), a copy of which is to be provided to each proprietor of a Lot by the Neighbourhood Association and a copy is also kept by the Secretary of the Neighbourhood Association.
- 29.3
1. The irrigation fields that service Lots 2, 3, and 4 or any other Lot that at any time has an irrigation field on Neighbourhood Property is the property of the Neighbourhood Association.
 2. The Community Service Area:
 - (a) must be kept free of weeds and flammable material;
 - (b) grass must be maintained at a minimum of once a month or at the discretion of the Neighbourhood Association to ensure the visual appearance and environmental safety of the precinct.
 3. The above ground (surface) management of the irrigation fields will be administered by the Neighbourhood Association and the cost will be borne by the proprietor of the Lot whose irrigation fields are the management of the Neighbourhood Association.

The above ground maintenance fees will be incorporated into contributions.

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4. All components and infrastructure (under ground) of the irrigation fields must be kept in good repair and all maintenance or replacement costs will be borne by the respective proprietors of Lot 2,3, or 4 or any other Lot that has an irrigation field on Neighbourhood Property.
 5. The proprietors of any Lot whose irrigation field is located on Neighbourhood Property is responsible for servicing and monitoring its respective irrigation fields.
 6. The proprietor of any Lot whose irrigation field is located on Neighbourhood Property must provide evidence of annual servicing (as described in the neighbourhood management plan) to the Neighbourhood Association. If the proprietor of any Lot fails to provide evidence of service as specified the Neighbourhood Association reserves the right to do so on their behalf and all costs will be borne by the proprietor of that Lot and levied as a contribution.
 7. All financial liability associated with the maintenance and monitoring of the above ground and sub surface irrigation system on Neighbourhood Property will, and always remain, the responsibility of the proprietor of a Lot.
- 29.4 The proprietor of a lot has the right to dispose of treated wastewater on neighbourhood property as designated in any approval referred to in clause 29.1.
- 29.5 Front loading and water efficient washing machines and other water saving devices are to be used where possible.

PART 4

Optional matters

30. REIMBURSEMENT OF COSTS, CHARGES AND EXPENSES

- 30.1 The proprietor or occupier of a Lot must pay or reimburse the Neighbourhood Association on demand for the costs, charges and expenses of the Neighbourhood Association in connection with the contemplated or actual enforcement or preservation of any rights under the by-laws in relation to the proprietor or occupier.
- 30.2 The costs, charges and expenses under by-law 30.1 shall include, without limitation, those expenses incurred in retaining any independent consultant or other person to evaluate any matter of concern and its administration costs in connection with these events.

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31. NEIGHBOURHOOD ASSOCIATION NOT LIABLE FOR DAMAGE

- 31.1 The Neighbourhood Association is not liable for damage to or loss of property or injury to any person in or near the Neighbourhood Parcel due to any cause other than the negligence or fraud of the Neighbourhood Association or any employee or agent of the Neighbourhood Association.

32. INTEREST ON OVERDUE MONEY

- 32.1 The proprietor or occupier of a lot must pay the Neighbourhood Association interest on any amount, other than a contribution levied by the Neighbourhood Association under the Management Act, that has become due for payment and remains unpaid from and including the date it becomes due for payment.
- 32.2 During the period that an amount under by-law 32.1 remains unpaid, on demand or at times notified by the Neighbourhood Association, interest shall be calculated on daily balances at the rate equal to 2% per annum below the rate quoted from time to time by the Neighbourhood Association's bankers (as nominated by the Neighbourhood Association) on overdraft accommodation in excess of \$100,000.00
- 32.3 Interest that is not paid when due for payment may be capitalized by the Neighbourhood Association at monthly intervals and is payable as capitalized interest at the rate and in the manner referred to in by-law 32.2.
- 32.4 Nothing in this by-law 32 prevents the Neighbourhood Association from recovering any amount exceeding the interest calculated under this by-law as a consequence of any amount not being paid when due.

33. DISPUTE RESOLUTION

- 33.1 Except in circumstances where urgent or interlocutory relief is sought, in the event of any dispute arising between the proprietors of Neighbourhood Lots in respect of or in connection with this Management Statement (including the validity, breach or termination of it) or their use or occupation of the land the proprietors shall, without prejudice to any other right or entitlement they may have pursuant to the Management Statement or otherwise, explore whether the dispute can be resolved by agreement between them using informal dispute resolution techniques such as negotiation, mediation, independent expert appraisal or any other alternative dispute resolution technique.
- 33.2 In the event the dispute is not resolved by such agreement within ten (10) days of written notice by one proprietor to the others of the dispute (or such further period agreed in writing between the parties), any proprietor may refer the dispute to arbitration. The arbitrator shall be agreed between the parties within ten (10) days of written notice of the referral by the referring proprietor to the other or failing agreement by an arbitrator appointed by the President of the Law Society of New

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South Wales. In either case the arbitrator shall not be a person who has participated in an informal dispute resolution procedure in respect of the dispute.

34. STORAGE OF FLAMMABLE LIQUIDS

- 34.1 The proprietor or occupier of a lot must not except with the approval of the Neighbourhood Association, use or store on the lot or any other part of the Neighbourhood Parcel any flammable chemical, gas or other material other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes or in the fuel tank of a motor vehicle or internal combustion engine.

35. WEED MANAGEMENT

- 35.1 The proprietor or occupier of a Lot, and the Neighbourhood Association regarding Neighbourhood property, shall actively and continuously reduce infestations of noxious and environmental weeds referred to in the attached weed list (Byron Biodiversity Conservation Strategy 2004) or any update to the referred weed list or any other declared noxious weeds relevant to Byron Shire. Each proprietor of a Neighbourhood Lot shall be provided with a copy of the weed list by the Neighbourhood Association and a copy shall be kept by the Secretary of the Neighbourhood Association.

36. KEEPING OF ANIMALS

- 36.1 The Neighbourhood Association must prescribe rules relating to the keeping of animals on a Neighbourhood Lot. These rules shall not contradict by-law 5.1 that states :-

Cats or dogs may not be kept or suffered to remain on any lot or part of the Neighbourhood Parcel.

- 36.2 Rules prescribed by the Neighbourhood Association in accordance with by-law 36.1 shall have regard to the contribution of such animals to the overall aims of objectives of the development outlined in by-law 1.
- 36.3 Should a proprietor or occupier of a lot keep an animal on a Neighbourhood lot or otherwise on a Neighbourhood Parcel or a Neighbourhood Parcel in accordance with any rules that have been prescribed by the Neighbourhood Association from time to time under by-law 36.1, the proprietor or occupier of such lot shall ensure that the welfare and health of such animal or animals are provided for and that there be adequate protection from escapement.
- 36.4 Notwithstanding any other provision hereof, a completely or partially blind person may use a dog as a guide on the Neighbourhood Parcel.
- 36.5 Where a proprietor or occupier of a lot or any person who is on the Neighbourhood Parcel with his or her consent (express or implied) brings or keeps an animal on the lot

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or any other part of the Neighbourhood Parcel or a Neighbourhood Parcel the proprietor or occupier is:

- (a) liable to the proprietors and occupiers of other lots and all other persons lawfully on the Parcel for any damage to or loss of property or injury to any person or other animal caused by the animal provided that no liability shall exist for noise disturbance by authorized animals; and
- (b) responsible for cleaning up after the animal has used any part of another lot or other part of the Neighbourhood Parcel without authorization from the Neighbourhood Association.

36.6 The liability and responsibility imposed on the proprietors and occupiers of lots by by-law 38.1 exists notwithstanding that a proprietor or occupier was otherwise complying with rules laid down by the Neighbourhood Association pursuant to by-law 36.1.

37. NEIGHBOURHOOD ASSOCIATION'S RIGHT TO ENTER INTO CONTRACTS

37.1 The Neighbourhood Association may, on its own behalf contract with persons to:

- (a) provide management, operational, maintenance and other services in connection with Neighbourhood Property;
- (b) provide services or amenities to the proprietors or occupiers of Lots;
- (c) provide a Letting Service to proprietors of Lots; and
- (d) provide any other services or amenities for use on Association Property or for the proprietors and occupiers of the Lots.

38. PROPRIETOR AND OCCUPIER RESPONSIBLE FOR OTHERS

38.1 A proprietor or occupier of a lot must take all reasonable steps to ensure that an Authorized Person complies with the by-laws.

38.2 If an Authorized Person does not comply with the by-laws then the proprietor or occupier must withdraw the consent of the person to be on the Neighbourhood Parcel and request that person to leave the Neighbourhood Parcel.

38.3 If the by-laws prohibit a proprietor or occupier of a lot from doing a thing, the proprietor or occupier must not allow or cause another person to do that thing.

39. NOISE CONTROL

39.1 The provisions of the *Protection of the Environment Operations Act 1997* apply to this development.

39.2 The proprietor or occupier of a Neighbourhood Lot shall not, (without the consent of all proprietors or occupiers of adjacent Neighbourhood Lots), operate machinery, or

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create any noise that is audible outside their Lot, and that causes annoyance to any other proprietor or occupier of a Neighbourhood Lot, except any noise necessarily associated with entry and exit from their Lot, on a Sunday or before the hours of 7am or after the hours of 8pm on any other day.

40. NEIGHBOURHOOD ASSOCIATION'S RIGHT TO REMEDY

- 40.1 The Neighbourhood Association may do anything on a Lot which should have been done by the proprietor or occupier of a lot under the by-laws but which has not been done or not been done properly.
- 40.2 If the Neighbourhood Association exercises its right under by-law 40.1, then for as long as it is necessary and at the cost of the proprietor or occupier of the lot, the Neighbourhood Association and persons authorized by it may enter the lot and remain there.
- 40.3 The Neighbourhood Association may enter and remain on a lot under by-law 40.2 only after the date specified in a notice given to the proprietor or occupier of the lot by the Neighbourhood Association stating its intention to so enter.

41. NEIGHBOURHOOD ASSOCIATION'S RIGHT TO RECOVER MONEY

- 41.1 The Neighbourhood Association may recover any money owing to it under the by-laws as a debt.

42. NEIGHBOURHOOD ASSOCIATION'S TRADING ACTIVITIES

- 42.1 The Neighbourhood Association may, for the purpose of exercising and performing its functions, carry on a business or trading activity, including commercial orchards, cabinet timber and agricultural production.
- 42.2 The Neighbourhood Association:
 - (a) must pay into its Sinking Fund income derived by it from its business or trading activities; and
 - (b) must estimate how much money it will need to credit to its Sinking Fund to meet expenses associated with carrying on its business or trading activities; and
 - (c) must make the estimate under by-law 42.2(b):
 - (i) no later than 1 month after incorporation of the Neighbourhood Association; and

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- (ii) after that, as the occasion requires at a General Meeting that has before it a statement of the existing financial situation and an estimate of receipts and payments;
 - (d) must impose a levy on each member for a contribution to provide the amount estimated under by-law 42.2(b); and
 - (e) may distribute any net profit derived by it from carrying on its business or trading activities in accordance with clause 17 of Schedule 1 to the Management Act.
- 42.3 If the Neighbourhood Association suffers a net loss from carrying on its business or trading activities, then it must impose a levy on each member for a contribution to the Sinking Fund in order to meet the amount of the net loss.

PART 5

BY-LAWS REQUIRED BY PUBLIC AUTHORITIES

This part may specify by-laws made at the request of a public authority. These by-laws may provide that amendments may not be made without the consent of the public authority. For further details see Schedule 4 clause 4 of the Development Act.

43. NO OBSTRUCTION OF ACCESS

- 43.1 No structures, improvements of any kind, trees, shrubs or plants (other than grass) can be placed on any part of the Neighbourhood Parcel over:
 - (a) the site of any easement for the drainage of water without the consent of the Byron Shire Council; or
 - (b) any service line without the consent of the relevant service provider.

44. FIRE MANAGEMENT PLAN

- 44.1 The Neighbourhood Association must prepare a Fire Management Plan for:
 - (a) Neighbourhood Property; and
 - (b) Lots in the Neighbourhood plan,

which shall include, among other things, proposals to mitigate any fire hazards.
- 44.2 A proprietor of a Neighbourhood Lot is responsible for the implementation and maintenance of the fire radiation zones imposed on that lot by consent conditions,

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whether those fire radiation zones are located on Neighbourhood Property or on the proprietors' Neighbourhood Lot.

- 44.3 The Neighbourhood Association is responsible for the implementation of the Bush Fire Management Plan, (by Val Hodgson, 22nd January 2003, revised April 2004), on Neighbourhood Property excluding the Neighbourhood Property that is within fire radiation zones of a Neighbourhood Lot and referred to in Clause 44.2. Each proprietor of a Neighbourhood Lot is to be provided with a copy of the Bush Fire Management Plan and a copy is kept by the Secretary of the Neighbourhood Association.

PART 6

45. DEFINITIONS, INTERPRETATION AND GENERAL

- 45.1 The following words have these meanings in the by-laws unless the contrary intention appears:

"Animal" means any member of the group of living beings typically capable of spontaneous movement and rapid motor responses to stimulation.

"Annual General Meeting" means an annual general meeting of the Neighbourhood Association other than the First Annual General Meeting.

"Applicant" means:

- (a) in relation to an application to add to or alter Architectural Standards or Landscape Standards - a proprietor of a Lot who applies to the Neighbourhood Association for the addition or alteration; or
- (b) in relation to an application regarding a Building Modification, a Landscape Modification or a New Construction - a proprietor of a Lot who submits plans and specifications to the Executive Committee for approval.

"Architectural Standards" means the architectural standards prescribed by the Neighbourhood Association from time to time in respect of:

- (a) Neighbourhood Property; and
- (b) Neighbourhood Lots.

"Area" means the total of the areas maintained on the Neighbourhood Property and designated as " " to " ", inclusive, on the concept plan.

"Association" means the Neighbourhood Association.

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"Association Property" means in relation to the Neighbourhood scheme - the Neighbourhood Property in the scheme.

"Authorized Person" means a person on the Neighbourhood Parcel with the consent, express or implied, of a proprietor or occupier of a lot, the Neighbourhood Association or a subsidiary body.

"Board" means the Neighbourhood Schemes Board constituted under the Management Act.

"Building Modification" means any modification, addition, alteration or exterior colour change made on or to an existing building or structure on:

- (a) a Neighbourhood Lot; or
- (b) Neighbourhood Property.

"By-Law" means a by-law included in this Management Statement.

"Community" means the community of persons living or having the right to live on the land.

"Community Services Area" means that part of the Neighbourhood Property, designated on the concept plan whereupon the community facilities are to be established.

"Concept Plan" means the conceptual plan of amenities on Neighbourhood Property contained in part 7.

"Council" means the Byron Shire Council.

"Development Act" means the *Community Land Development Act 1989* and regulations made under it.

"Development Activities" means:

- (a) any form of demolition work, building work or work ancillary to or associated with building work on the Neighbourhood Parcel or Neighbourhood Parcels including, without limitation, the installation of services;
- (b) any form of landscaping work or work ancillary to or associated with landscaping work on the Neighbourhood Parcel or a Neighbourhood Parcels;
- (c) the use of any part of a Neighbourhood Parcel or Neighbourhood Parcels in connection with the forms of work referred to in paragraph (a), (b) and (c) of the definition.

"Development Contract" means the instrument, plans and drawings that are registered with the Neighbourhood Plan.

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"Environmental Management Plan" means the environmental management plan published by Neighbourhood Association under by-law 4.

"Executive Committee" means the executive committee of the Neighbourhood Association as constituted or elected from time to time under the Management Act.

"First Annual General Meeting" means the General Meeting convened and held under section 9 of the Management Act.

"Function" includes a power, authority and duty.

"General Meeting" means:

- (a) an annual general meeting of the Neighbourhood Association other than the first annual general meeting; or
- (b) a special general meeting of the Neighbourhood Association.

"Land" means the land on which the community is situated.

"Landscape Modification" means any modification, addition or alteration made on or to an existing landscaped area on Neighbourhood Property.

"Landscape Standards" means the landscape standards prescribed from time to time by the Neighbourhood Association in respect of:

- (a) Neighbourhood Property; and
- (b) Neighbourhood Lots.

"Lot" means a Neighbourhood lot.

"Management Act" means the *Community Land Management Act 1989* and regulations made under it.

"Management Statement" means the statement registered with the Neighbourhood Plan as from time to time added to modified or amended in accordance with the Community Titles Legislation.

"Managing Agent" means an agent appointed under section 50 of the Management Act.

"Neighbourhood Association" means the corporation that:

- (a) is constituted by section 25 of the Development Act or the registration of the Neighbourhood Plan; and

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(b) is established as a Neighbourhood Association by section 7 of the Management Act.

"Neighbourhood Lot" means land that is a lot in a Neighbourhood Plan but is not Neighbourhood Property, a public reserve or a drainage reserve.

"Neighbourhood Parcel" means land the subject of a Neighbourhood plan.

"Neighbourhood Plan" means the plan that is lodged with this Statement.

"Neighbourhood Property" means the lot shown in a Neighbourhood Plan as Neighbourhood Property (lot 1).

"Neighbourhood Scheme" means:

- (a) the subdivision of land by a Neighbourhood Plan;
- (b) the proposals in any related Development Contract; and
- (c) the rights conferred, and the obligations implied, by or under the Community Titles Legislation in relation to the Neighbourhood Association, Neighbourhood Property and the proprietors and other persons having interests in, or occupying Neighbourhood lots.

"New Construction" means building work that is intended to be carried out on:

- (a) a Neighbourhood lot; or
- (b) Neighbourhood Property.

"Open Access Way" means an open access way set apart under section 43 of the Development Act.

"Private Service" means a service running through or servicing lots on Association Property.

"Public Place" has the meaning ascribed to it under the *Local Government Act 1993*.

"Rules" means the rules made under the by-laws of this Management Statement.

"Secretary" means the secretary of the Neighbourhood Association.

"Service" means a Statutory Service or a Private Service.

"Service Line" means a pipe, wire, cable, duct, conduit or pole by means of which a Service is or is to be provided the location of which is illustrated in a diagram of services kept by the Secretary of the Neighbourhood Association .

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"Service Provider" means, without limitation, countryenergy, Telstra, Byron Shire Council and any authorities or corporations assuming their functions.

"Sinking Fund" means the sinking fund referred to in section 12 part 4 of Schedule 1 of the Management Act.

"Statutory Service" means a service running through or servicing lots, Association Property or Neighbourhood Property provided by a Service Provider.

"Treasurer" means the treasurer of the Neighbourhood Association.

45.2 In the by-laws unless the contrary intention appears:

- (a) a reference to an instrument includes any variation or replacement of it;
- (b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (c) the singular includes the plural and vice versa;
- (d) the word "person" includes a firm, a body corporate, an association or an authority;
- (e) a reference to any by-law is a reference to a by-law of this Management Statement;
- (f) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation persons taking by notation) and assigns; and
- (g) a reference to a day is a reference to the period of time commencing at midnight and ending 24 hours later.

45.3 Headings are inserted for convenience and do not affect the interpretation of this Management Statement.

45.4 If the whole or any part of a provision of the by-laws is void, unenforceable or illegal, it is severed. The remainder of the by-laws have full force and effect. This by-law has no effect if the severance alters the basic nature of the by-laws or is contrary to public policy.

45.5 The Neighbourhood Association may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by the Neighbourhood Association does not prevent a further exercise of that or of any other right, power or remedy. Failure by the Neighbourhood Association to exercise or delay in exercising a right, power or remedy does not prevent its exercise.

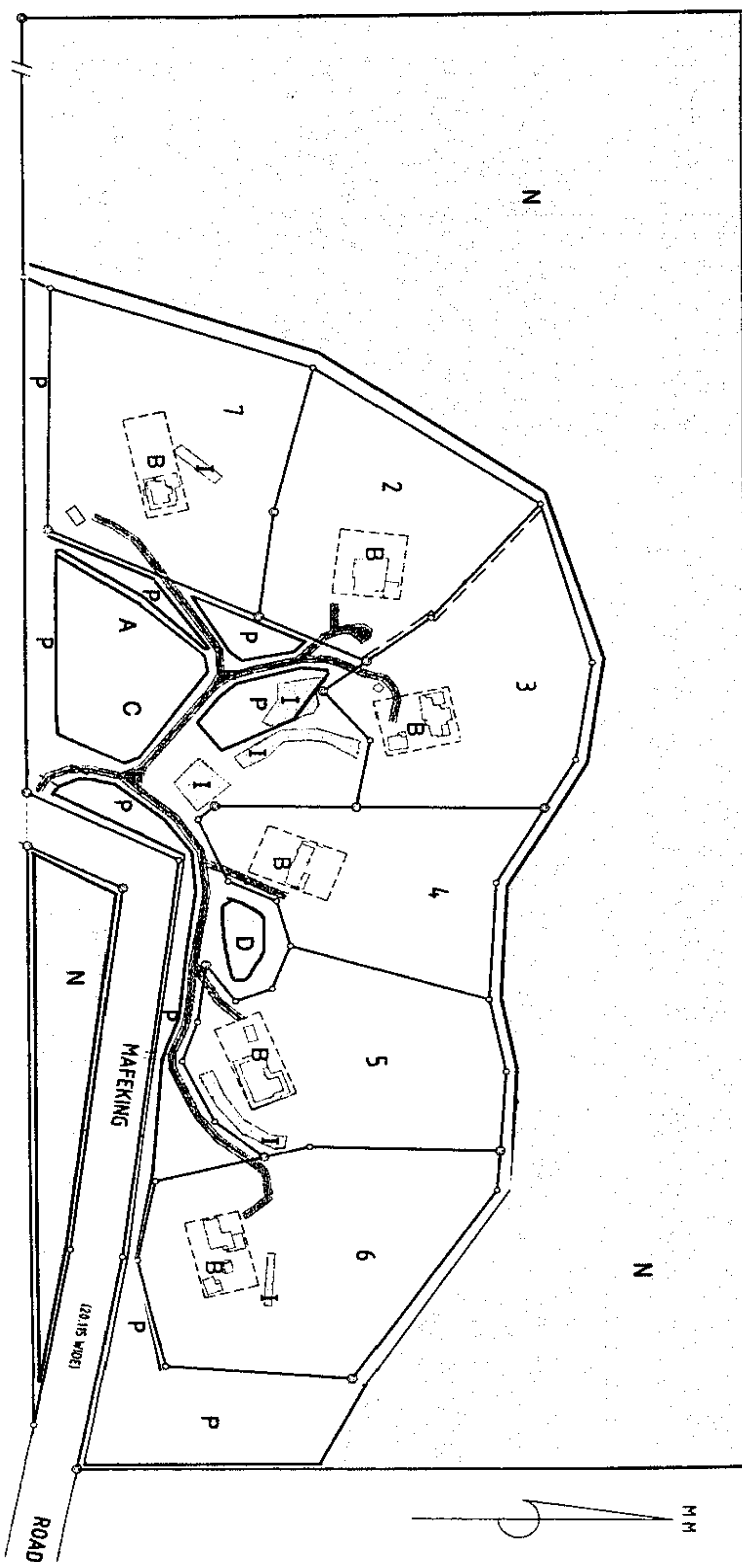
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sheets

- 45.6 The rights, powers and remedies provided in the by-laws are cumulative with and not exclusive of the rights, powers or remedies provided by law independently of the by-laws.
- 45.7 A reference to an authority, institute, association or body or to any officer of them is in the event of that authority, institute, association, body or officer ceasing to exist or being reconstituted, renamed or replaced or of their respective powers or functions being transferred to any other organisation or person deemed to be a reference to the organisation or officer established, constituted or appointed in lieu of or as replacement for or which or who serves substantially the same purposes or subject of that authority, institute, association, body or officer.

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KEY -

- A means Agricultural Areas
- B means Building Envelopes
- C means Community Building and Recreational Area
- D means Dam for firefighting
- F means Access Ways
- I means Irrigation Field
- N means Natural Habitat Areas
- P means Plantation and Shelterbelt Areas

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46. EXPLANATION of KEY OPPOSITE

A means Agricultural Areas

B means Building Envelopes

C means Community Building and Recreational Area

D means Dam for firefighting

F means Access Ways

I means Irrigation Field

N means Natural Habitat Areas

P means Plantation and Shelterbelt Areas

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47. SIGNATURES, CONSENTS and APPROVALS

DATED _____ day of _____

*Signature/*seal of developer/*developer's authorised agent _____

Rachel Bendig

Witness for J.A. Crowder
(POWER OF ATTORNEY BOOK 4545 N°591)

J.A. Crowder,
Cm

Kup Kupke

Shreeff

Robert Coleman

Dudie S. Oster

Bras

*Signature of witness _____

Name, address and occupation of witness _____

Peter Wells,
7/174 Mafeking Rd, Goonengerry, 2482
N.S.W., Engineer.

* Strike out whichever is inapplicable

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48. CERTIFICATE OF APPROVAL

Certificate of Approval

It is certified:

- (a) that the consent authority has approved of the development described in the Development Application No. 10.2006.731.1 ; and
- (b) that the terms and conditions of this management statement are not inconsistent with that development as approved.

DATED: 23 . 9 . 2008

Signature on behalf of the Consent Authority

Explanatory Note

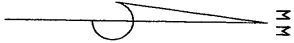
This is the form of a Neighbourhood Management Statement referred to in regulation 40 (3). A Neighbourhood Management Statement is required to be lodged with a Neighbourhood plan (see section 13 or 18). Further particulars relating to a Neighbourhood Management Statement are contained in Schedule 4 of the Act.

Attention is drawn to the binding effect of a Management Statement, details of which are contained in Section 13 of the *Community Land Management Act 1989*. For provisions dealing with amendment of a Management Statement see sections 14 and 17 of the *Community Land Management Act 1989*.

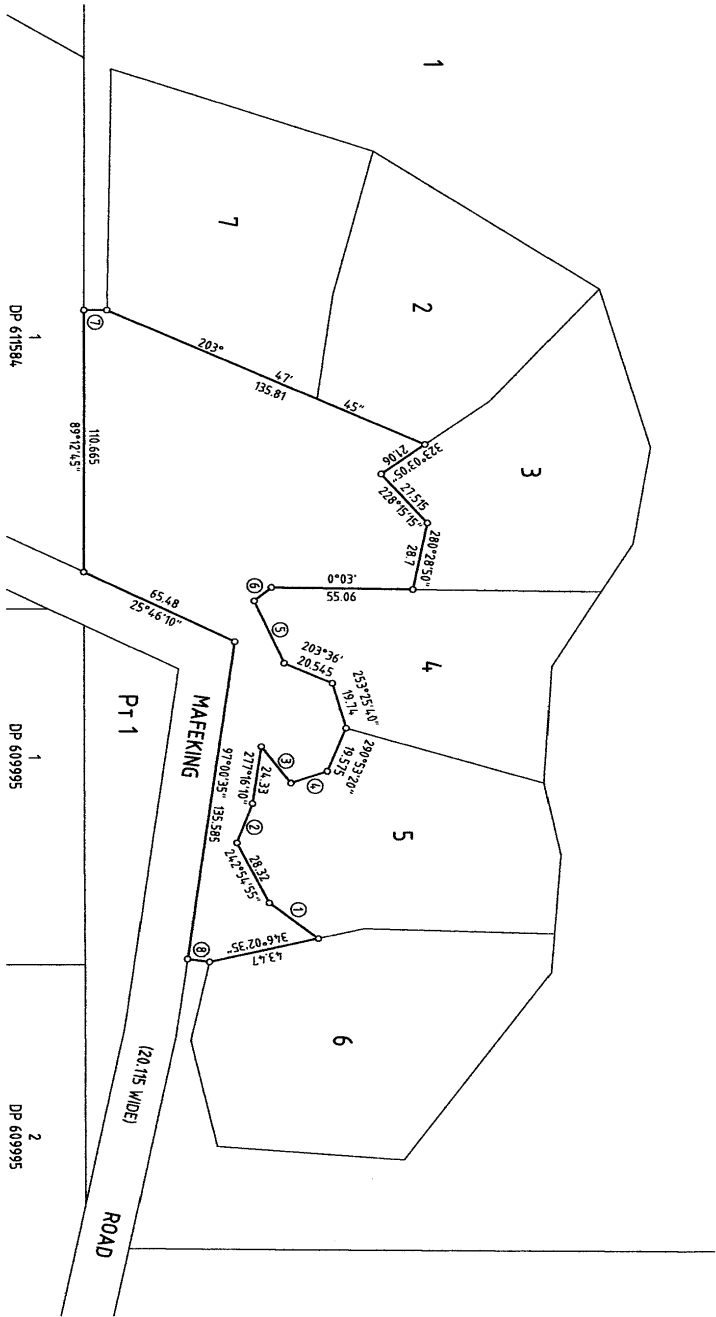
TERMS OF INSTRUMENT NOT CHECKED
IN LAND AND PROPERTY INFORMATION



OPEN ACCESSWAY PLAN
PART OF MANAGEMENT STATEMENT



SHORT LINE TABLE		
LINE	BEARING	DISTANCE
1	217°38'45"	24.26
2	288°07'40"	17.74
3	52°21'15"	19.24
4	330°29'20"	15.03
5	245°17'05"	28.69
6	318°46'30"	8.76
7	179°12'45"	8.92
8	7°00'35"	8.555



THIS PLAN ILLUSTRATES OPEN/PRIVATE ACCESSWAYS WHICH ARE
COMMON TO NEIGHBOURHOOD PROPERTY AND ARE
NOT PUBLIC ROADS WITHIN THE MEANING OF THE ROADS ACT 1983.

PLAN OF SUBDIVISION OF LOT 64 IN DP 75572

DP286195

44. FIRE MANAGEMENT PLAN

- 44.3 No outside fires, including cooking fires and barbecues that require a fire to function, or naked flames such as candles, unless the use of candles adheres to clause 44.4, and torches that require a naked flame to function are allowed during the Bushfire Danger Period that occurs between the 1st of September/October and the 31st of March each year or any other period designated by the NSW Rural Fire Service as a Bushfire Danger Period.
- 44.4 Throughout the year, lit candles are permissible under the roof structure of a house, within the house or on verandas, paved or constructed areas within a 3 metre distance of the house. Bush garden areas are excluded. The candles must be supervised and the flame must not be open. A candle must be contained in a non-flammable container.
- 44.5 If an outside fire is necessary from the 1st of April to the 30th of September each year, or any other period designated by the NSW Rural Fire Service as a non Bushfire Danger Period then the proprietor or occupier of the Lot seeking to light the fire must :-
- (a) notify every other proprietor or occupier of a Neighbourhood Lot and adjoining neighbours at least 24 hours before the fire is lit with the exception of cooking fires.
 - (b) notify the local fire brigade if it is likely to be a large fire;
 - (c) ensure that a person is in attendance at the fire at all times;
 - (d) ensure that an adequate water supply, to control the fire, is available at the site until the fire is properly extinguished.

Certificate No: 20250353
Date: 20/03/2025
Receipt No: BSCCERT-12992
Your Reference: 251183

InfoTrack
ecertificates@infotrack.com.au



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

Property: 3/174 Mafeking Road GOONENGERRY 2482
Description: LOT: 3 DP: 286195
Parish: Jasper
County: Rous
Parcel No: 240586

1 Names of relevant planning instruments and DCPs

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

Byron Local Environmental Plan 2014

State Environmental Planning Policies – refer to Annexure 1

Byron Shire Development Control Plan (DCP) 2014

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

Draft State Environmental Planning Policies – refer to Annexure 1

Planning Proposals – refer to Annexure 2.



2 Zoning and land use under relevant planning instruments.

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

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

BYRON LOCAL ENVIRONMENTAL PLAN 2014

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

Zone RU2 Rural Landscape

1 Objectives of zone

- To encourage sustainable primary industry production by maintaining and enhancing the natural resource base.
- To maintain the rural landscape character of the land.
- To provide for a range of compatible land uses, including extensive agriculture.
- To enable the provision of tourist accommodation, facilities and other small-scale rural tourism uses associated with primary production and environmental conservation consistent with the rural character of the locality.
- To protect significant scenic landscapes and to minimise impacts on the scenic quality of the locality.

2 Permitted without consent

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

3 Permitted with consent

Agricultural produce industries; Agriculture; Airstrips; Animal boarding or training establishments; Aquaculture; Artisan food and drink industries; Business identification signs; Camping grounds; Cemeteries; Centre-based child care facilities; Community facilities; Crematoria; Depots; Dual occupancies; Dwelling houses; Eco-tourist facilities; Environmental facilities; Extractive industries; Farm buildings; Flood mitigation works; Forestry; Funeral homes; Garden centres; Health consulting rooms; Helipads; Home businesses; Home industries; Hostels; Industrial retail outlets; Industrial training facilities; Information and education facilities; Landscaping material supplies; Livestock processing industries; Neighbourhood shops; Places of public worship; Plant nurseries; Recreation

areas; Recreation facilities (indoor); Recreation facilities (outdoor); Respite day care centres; Restaurants or cafes; Roads; Roadside stalls; Rural supplies; Rural workers' dwellings; Secondary dwellings; Stock and sale yards; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Veterinary hospitals; Warehouse or distribution centres

4 Prohibited

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

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

2(c) No additional permitted uses apply to the land.

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

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

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

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

3 Contributions

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

(2) **If the land is in a region within the meaning of the Act, Division 7.1, Subdivision 4—**

(a) **the name of the region, and**

(b) **the name of the Ministerial planning order in which the region is identified.**

(3) **If the land is in a special contributions area to which a continued 7.23 determination applies, the name of the area.**

(4) **In this section—**

***continued 7.23 determination* means a 7.23 determination that—**

(a) **has been continued in force by the Act, Schedule 4, Part 1, and**

(b) **has not been repealed as provided by that part.**

Note—

The Act, Schedule 4, Part 1 contains other definitions that affect the interpretation of this section.

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

Development Contributions Plan 2005 (incorporating Amendment No 1) remains in force for the purposes of collection of contributions levied under its terms.

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

- (2) The land is not in a region within the meaning of the Act, Division 7.1, Subdivision 4.
- (3) The land is not in a special contributions area to which a continued 7.23 determination applies.

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

Complying development under General Housing Code

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

Complying development under Low Rise Housing Diversity Code

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

Complying development under the Greenfield Housing Code

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

Note:

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

Complying development under the Rural Housing Code

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

Complying development under the Agritourism and Farm Stay Accommodation Code

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

Complying development under the Industrial and Business Buildings Code

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

Complying development under the Container Recycling Facilities Code

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

Complying development under the General Development Code and Housing Alterations Code

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

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

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

5 Exempt development

- (1) If the land is land on which exempt development may be carried out under each of the exempt development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of that Policy, clause 1.16(1)(b1)-(d) or 1.16A.
- (2) If exempt development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.
- (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.
- (4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

Exempt development may be carried out on the land.

6 Affected building notices and building product rectification orders

(1) Whether the council is aware that -

- (a) an affected building notice is in force in relation to the land, or**
- (b) a building product rectification order is in force in relation to the land that has not been fully complied with, or**
- (c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.**

(2) In this section —

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

building product rectification order* has the same meaning as in the *Building Products (Safety) Act 2017

- (1) The council is not aware of any affected building notice (within the meaning of Part 4 of the *Building Products (Safety) Act 2017*) that is in force with respect to the land.**
- (2) Council is not aware of any outstanding notice of intention to make a building product rectification (within the meaning of the *Building Products (Safety) Act 2017*) having been given with respect to the land.**

7 Land reserved for acquisition

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

BYRON LOCAL ENVIRONMENTAL PLAN 2014

No provision is made for acquisition of the land.

PROPOSED ENVIRONMENTAL PLANNING INSTRUMENT

Not applicable.

8 Road widening and road realignment

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

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

Not affected

- (b) any environmental planning instrument, or**

Not affected

- (c) any resolution of the council**

Not affected

9 Flood related development controls

- (1) If the land or part of the land is within the flood planning area and**

subject to flood related development controls.

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

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

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

- (3) **In this section—**

flood planning area has the same meaning as in the Flood Risk Management Manual.

Flood Risk Management Manual means the *Flood Risk Management Manual*, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.

probable maximum flood has the same meaning as in the Flood Risk Management Manual.

10 Council and other public authority policies on hazard risk restrictions

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

- (2) **In this section—**

adopted policy means a policy adopted—

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

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

Contaminated Land Management Policy 2024.

The land or part of the land is identified as bush fire prone land in Council's records.

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

11 Bush fire prone land

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

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

The land or part of the land is identified as bush fire prone land in Council's records.

12 Loose-fill asbestos insulation

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

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

13 Mine subsidence

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

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

14 Paper subdivision information

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

(a) applies to the land, or

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

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

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

- (1) Not applicable.

- (2) Not applicable.

15 Property vegetation plans

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

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

16 Biodiversity stewardship sites

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

Note— Biodiversity stewardship agreements include biobanking agreements under the

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

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

17 Biodiversity certified land

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

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

The land is not biodiversity certified land

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

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

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

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

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

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

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

Council is not aware of such a consent.

20 Western Sydney Aerotropolis

Whether under *State Environmental Planning Policy (Precincts—Western Parkland City) 2021*, Chapter 4 the land is—

- (a) in an ANEF or ANEC contour of 20 or greater, as referred to in that Policy, clause 19, or**
- (b) shown on the Lighting Intensity and Wind Shear Map, or**
- (c) shown on the Obstacle Limitation Surface Map, or**
- (d) in the “public safety area” on the Public Safety Area Map, or**

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

State Environmental Planning Policy (Precincts—Western Parkland City) 2021 does not apply to the land.

21 Development consent conditions for seniors housing

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

Council is not aware of any development consent conditions

State Environmental Planning Policy (Housing) 2021, Chapter 3, Part 5 that would apply to the land

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

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

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

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

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

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

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

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

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

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

23 Water or sewerage services

Whether water or sewerage services are, or are to be, provided to the land under the *Water Industry Competition Act 2006*.

Note—

A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the [Water Industry Competition Act 2006](#), a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licences necessary for the provision of water or sewerage services under the [Water Industry Competition Act 2006](#) is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the [Water Industry Competition Act 2006](#) become the responsibility of the purchaser.

Council is not aware of any water or sewerage services provided to the land under the *Water Industry Competition Act 2006*.

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

- (a) that the land to which the certificate relates is significantly contaminated – if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,
 - (b) that the land to which the certificate relates is subject to a management order – if it is subject to such an order at the date when the certificate is issued,
 - (c) that the land to which the certificate relates is the subject of an approved voluntary management proposal – if it is the subject of such an approved proposal at the date when the certificate was issued,
 - (d) that the land to which the certificate relates is subject to an ongoing maintenance order – if it is subject to such an order at the date when the certificate is issued,
 - (e) that the land to which the certificate relates is the subject of a site audit statement - if a copy of such a statement has been provided at any time to the local authority issuing the certificate.
-
- (a) The land (or part of the land) **is not** significantly contaminated as at the date this certificate is issued.
 - (b) The land **is not** subject to a management order as at the date this certificate is issued.
 - (c) The land **is not** the subject of an approved voluntary management proposal as at the date this certificate is issued.
 - (d) The land **is not** subject to an ongoing maintenance order as at the date this certificate is issued.
 - (e) The land **is not** the subject of a site audit statement as at the date this certificate is issued.

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

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

Any statement made or information given in this certificate does not relieve the property owner of obtaining Council's approval required under the Local Government Act 1993, the Environmental

Planning & Assessment Act 1979 as amended, or any other Act.

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

Mark Arnold
General Manager

A handwritten signature in blue ink, appearing to read 'M. Arnold', with a long horizontal stroke extending to the right.

Per

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

SEPP TITLE	LAND AFFECTED
State Environmental Planning Policy (Resilience and Hazards) 2021	Applies to the State (unless otherwise noted in the SEPP)
State Environmental Planning Policy (Biodiversity and Conservation) 2021	Applies to the State (unless otherwise noted in the SEPP)
State Environmental Planning Policy (Industry and Employment) 2021	Applies to the State (unless otherwise noted in the SEPP)
State Environmental Planning Policy No 65 — Design Quality of Residential Apartment Development	Applies to the State (unless otherwise noted in the SEPP)
State Environmental Planning Policy (Building Sustainability Index: Basix) 2004	Applies to the State (unless otherwise noted in the SEPP)
State Environmental Planning Policy (Resources and Energy) 2021	Applies to the State (unless otherwise noted in the SEPP)
State Environmental Planning Policy (Transport and Infrastructure) 2021	Applies to the State (unless otherwise noted in the SEPP)
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008	Applies to the State (unless otherwise noted in the SEPP)
State Environmental Planning Policy (Planning Systems) 2021	Applies to the State (unless otherwise noted in the SEPP)
State Environmental Planning Policy (Primary Production) 2021	Applies to the State (unless otherwise noted in the SEPP)
State Environmental Planning Policy (Housing) 2021	Applies to the State (unless otherwise noted in the SEPP) ¹
State Environmental Planning Policy (Sustainable Buildings) 2022	Applies to the State (unless otherwise noted in the SEPP)

¹ **State Environmental Planning Policy (Housing) 2021: Section 112 Exempt development — non-hosted short-term rental accommodation** provisions for Byron Shire local government area (LGA)

Under the exempt development pathway for STRA, [State Environmental Planning Policy \(Housing\) 2021](#) prescribes a 60-day non-hosted STRA cap for most of Byron Shire LGA, with the exception of two 365-day mapped precincts in and around Byron Bay Town Centre and at Brunswick Heads. These 365-day precincts [are mapped in the Housing SEPP](#)

The 60-day non-hosted STRA cap provisions came into effect on 23 September 2024 and include a maximum 12-month transition period for the community and industry to prepare, depending on the STRA property's registration date.

The new 60-day non-hosted STRA cap applies to:

- all new registrations from 23 September 2024
- existing STRA dwellings from the next renewal date that takes place on or after 23 September 2024.

These provisions apply to all non-hosted STRA dwellings located outside of the two 365-day mapped precincts.

**DRAFT STATE ENVIRONMENTAL PLANNING POLICIES PLACED ON EXHIBITION
PURSUANT TO SCHEDULE 2(1)(2) OF THE ENVIRONMENTAL PLANNING & ASSESSMENT
REGULATION 2021**

**DRAFT LOCAL ENVIRONMENTAL PLAN/S AND DRAFT DEVELOPMENT CONTROL PLAN/S
No/S PLACED ON EXHIBITION PURSUANT TO SCHEDULE 2(1)(2) OF THE
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021**

26.2022.2.1 - Planning Proposal to amend Byron LEP 2014 in relation to part of 66 The Saddle Road, Brunswick Heads (Lot 2 DP1159910)

Summary of the proposal:

- Rezone part of the Rural Landscape area to E4 General Industrial and E3 Productivity Support zones.
- Consequential changes to minimum lot size, floor space ratio and height of building controls.
- Other parts of the site to be rezoned to C2 Environmental Conservation and C3 Environmental Management. Existing C2 and C3 zones remain unchanged.
- An 'additional permitted use' is proposed for work/live development in the Productivity Support zone.

26.2024.12.1 - Amendment to DCP Chapter D5 Industrial Development and B4 Traffic Planning, Vehicle Parking, Circulation and Access to include new provisions for Artisan Food and Drink Industry.

26.2024.1.1 - Amendment to Byron LEP 2014 – Planning Proposal to establish a statutory Heritage Conservation Area in the village of Federal and include 12 additional heritage items in Parts 1 and 2 of Schedule 5 Environmental Heritage and identify such items on the appropriate Heritage LEP Maps. The Conservation Area and Items have been assessed against the NSW Heritage criteria for local listings.

26.2024.10.1 – Amendment to Byron LEP 2014 – Planning Proposal to introduce a second Byron Shire Affordable Housing Contribution Scheme (AHCS 02). The purpose of the AHCS 02 is to capture additional residential investigation areas, as identified in the recently endorsed Byron Shire Residential Strategy 2041, which were not included in Scheme 01. The planning proposal seeks to introduce local planning controls applicable to land identified in the proposed 'Affordable Housing Contribution Scheme 02' if the land is upzoned. Where viable, the planning controls seek to secure a portion of residential development, either through contribution of land, land and associated dwellings and or equivalent monetary contributions for affordable rental housing in accordance with AHCS 02.

26.2023.5.1 - planning proposal to amend Byron LEP 2014 for land at 68 Rankin Drive, Bangalow as follows:

- Extend the existing R2 Low Density Residential Zone in Lot 261, DP 1262316 and Lot 11, DP 807867, and rezone a portion of the land to R3 Medium Density Residential
- Consequential changes to minimum lot size, and floor space ratio controls will apply
- This land is identified in the Affordable Housing Contribution Scheme 01 as an affordable housing contribution area, which, in accordance with Clause 6.18 of the Byron LEP 2014, will result in an affordable housing contribution to Council. This captures a percentage of the increase in land value when it is rezoned, and ensures that contribution is returned to invest in the provision of affordable housing.
- The property will be added to the Affordable Housing Scheme Map



ENQUIRIES: Jack Herington
PHONE: (02) 6626 7107
OUR REF: A2020/33461

17 September 2020

Ms L R Phillips
3/174 Mafeking Road
GOONENGERRY NSW 2482

Dear Ms Phillips

LOCAL GOVERNMENT ACT 1993
Section 68: Chapter 7
APPROVAL TO OPERATE AN ON-SITE SEWAGE MANAGEMENT SYSTEM

Approval No.	70.2001.460.1
Parcel No.	240586
Property Description	LOT: 3 DP: 286195 3/174 Mafeking Road GOONENGERRY
Operator	Ms L R Phillips
System	Primary Treatment: Greywater Tank & Waterless (Dry) compost toilet Secondary Treatment: Wetland Reed Beds & Pump Well Land Application method: Subsurface Irrigation

Thankyou for taking the first step in working with Council to reduce the likelihood of adverse human and environmental health impacts from operating your on site sewage management system (OSMS). This letter confirms your approval to operate.

Why is proactive management of your OSMS important?

Improperly managed OSMS have the potential for adverse and insidious impacts on human health and the environment.

- Pathogens can be transported to ground and surface drinking water sources.
- Many people living in the rural areas of our shire obtain their drinking water from groundwater, creeks and rivers.
- Nutrients can have adverse impacts on our natural waterways with further human health impacts such as from Blue Green algae outbreaks.
- System failures can lead to unplanned repairs and replacements that can be expensive.
- The Byron Shire is a biodiversity hotspot and internationally renowned for our waterways, proactive management of your OSMS will avoid adverse impacts on sensitive ecosystems.
- Legal action can arise if persons or property are affected by your OSMS. If so you need to be able to demonstrate proactive management if you were required to defend your case.



TRADITIONAL HOME OF
THE BUNDJALUNG PEOPLE

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P: 02 6626 7000 F: 02 6684 3011
www.byron.nsw.gov.au ABN: 14 472 131 471
Printed on 100% recycled paper

Special conditions:

- A. Inspection by a Council Officer on 17/08/20 revealed there may be issues with effluent pooling on the surface of the Wetland Reed Beds (WRBs). Please arrange for a suitably qualified plumber or septic technician to service the Wetland Reed Beds and provide a copy of the service report or invoice to Council.

Conditions:

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

Information we are obliged to advise you:

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

Should you require any further information please contact Environmental Health Technical Officer, Jack Herington on 6626 7107 during normal office hours, or email jherington@byron.nsw.gov.au.

Please quote OSMS registration number 70.2001.460.1 when contacting Council about your OSMS.

Yours sincerely



E Picerni
Environmental Health Coordinator
Sustainable Environment & Economy
Byron Shire Council



ON-SITE SEWAGE MANAGEMENT SYSTEMS ('OSMS') APPROVAL TO OPERATE ('ATO') CONDITIONS and MINIMUM MAINTENANCE REQUIREMENTS

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

General Conditions That Apply To All On-site Sewage Management Systems (OSMS)

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

Recommendation:

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

Important Note:

An application under section 68 of the Local Government Act is required before new systems are installed or replacing existing systems. The application process will enable Council to ensure the

system adequately assesses the risks to human health and the environment, is appropriately sized to manage the load and meets Byron Shire and NSW Government guidelines.

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

PRIMARY TREATMENT

Septic Tanks, Grey Water Tanks, Aerated Tanks and Biological Filter Tanks.

These tanks are the primary (first) treatment component of an OSMS, they are designed primarily to remove solids, but some nutrients are also removed via the bacteria activity in the tank.

The water coming out of the septic tank is referred to as 'effluent' and is usually quite clear and relatively odourless if your tank is working properly. Beware however; the effluent is very high in bacteria and potentially viruses that have high potential for negative health impacts for humans, animals and the environment. Contact should be avoided at all times.

Effluent from the tank enters the next stage of treatment, see Secondary Treatment section.

Maintaining your Tank/s:

1. Check sludge and scum depth **at least annually**.
2. Regularly pump out your septic tank to avoid solids discharging to your Land Application Area which can lead to blockages that can be expensive to repair and replace. The pump out frequency will depend on the load, the number of people using the system and how well you keep solids (other than faecal matter) out of the system. Ask your OSMS technician or Council for advice.
3. Your tanks should have an outlet filter or baffle, check and clean regularly. If one is not present ask your plumber to install one to keep solids out of your Land Application Area.
4. As per manufacturer's instructions.
5. Treated grey water is NOT to be connected to handheld hose or spray for garden.

Dry Compost Toilets

Dry Composting Toilets use bacteria, microbes, worms and beetles to decompose human faeces mixed with wood shavings, lawn clippings and other organic matter into humus. Dry Composting Toilets collect and treat only toilet waste (blackwater) to a primary standard (a similar standard as septic tanks). Greywater from the bathroom, laundry and kitchen needs to be treated separately, either by a separate Greywater treatment system or by a septic tank or aerated wastewater treatment system.

Dry Composting Toilets collect urine and faeces in a sealed chamber beneath the toilet pedestal, where bacteria, microbes, worms and beetles decompose the mixture of human waste and extra organic matter. About three-quarters of the material is converted to carbon dioxide and water vapour. Air drawn through the compost pile removes these gases and assists the microorganisms to break down the material. The remaining compost moves slowly down a sloping floor by gravity as more material is added to the pile. It then moves under a dividing baffle into a humus chamber. After a period of time that varies with usage (from every 2-3 months to once a year) this material is suitable to remove. Excess liquids drain to a small absorption trench and / or may be treated with Greywater.

Maintaining your OSMS including Waterless Compost Toilet

1. Refer: General Conditions That Apply to All Systems.
2. Refer to relevant Primary Treatment Section (for Grey Water tank conditions).
3. The waste chute is to be cleaned when necessary.

4. Bulking material such as lawn clippings, peat moss, shredded leaves, paper, cardboard and other finely chopped vegetable matter should only be added through the toilet chute as recommended by the manufacturer, (not applicable to desiccating toilets).
5. The system shall not be used for the disposal of sanitary napkins, disposable nappies, non-compostable materials such as plastics or liquid household products (such as paints, oils, pesticides, chemicals, bleaches or medications).
6. The composted humus from a compost toilet shall be buried under clean friable soil in a level area not subject to erosion within the property boundaries. Burial should ensure that a minimum of 75mm coverage is maintained for a period not less than 3 months.
7. Composted material may contain potential disease producing agents (microbes and viruses) and as such shall not be disposed of directly in an area used for the production of root or vegetable crops for human consumption.
8. Composted humus from a Compost Toilet shall only be used in an area used for production of root crops for human consumption where:
 - a. The composted humus removed from the humus closet has been placed in a separate lidded compost bin providing aeration for a period of not less than 3 months. No further addition or removal of composted humus must occur during this additional compost period; or
 - b. Humus treated under condition 8 has been allowed to season in the ground for a period of not less than 3 months before it is recovered and used.
9. The compost chamber must be connected to an underground trench of adequate capacity, regularly check to ensure that liquid is not accumulating within the compost chamber.
10. Refer to Land Application Areas: Trenches section.

SECONDARY TREATMENT: FURTHER NUTRIENT REMOVAL

Wetlands or Reed Beds

A Wetland or Reed Bed is essentially a large watertight vessel (usually concrete or plastic) that is filled with gravel and planted with water tolerant plants such as reeds and rushes. Effluent from the treatment tank passes through the root zone of the reeds where further solids and dissolved nutrients are removed. The water always remains below the gravel surface, thus excluding human exposure, mosquito breeding and unpleasant odours. Effluent from the Wetland is then discharged to your Land Application Area (see Land Application Areas section).

Maintaining your OSMS including wetland

1. Refer: General Conditions That Apply to All Systems section.
2. Refer to Primary Treatment section.
3. If the home remains empty for an extended period and there is no rain it may be necessary for a small amount of water to be allowed through your system to keep the wetland plants watered e.g. via a dripping tap.
4. Do not apply pesticides or herbicides in close proximity to the wetland. It is important that growing plants are healthy. If plants die, they need to be replaced.
5. Wetland plants and leaf litter will require routine pruning and removal.
6. Plants should not be allowed to block the inlet and outlet pipes or damage the container, check regularly.
7. Please wear protective clothing when undertaking maintenance and avoid maintenance when you feel unwell or have open wounds. Always wash with warm water and soap afterwards.
8. Check for Wetland failure, that are generally indicated by:
 - (a) Foul odours.
 - (b) plants dying or dead.
 - (c) Cracks or leaks in the wetland container.
 - (d) Water evident above the gravel or overflowing from the container.

9. Servicing: an annual report by a qualified OSMS technician. A copy of the report is usually sent to Council by your OSMS technician, please check to ensure this is the case

LAND APPLICATION AREAS

Subsurface Irrigation

Subsurface Irrigation uses a network of polyethylene pipes located just under the ground's surface to apply pumped effluent to the root zone of plants in your Land Application Areas. The Land Application Area may be divided into different fields via an indexing valve that changes the irrigation area each time it receives a surge from the pump.

Other components include flush valve/s so that the pipes can be periodically flushed if sediments build up inside and air release and or vacuum release valves that facilitate the even distribution of the effluent. Subsurface irrigation relies on a pump that may be part of your AWTS or a stand alone Pump Well (see previous sections).

Your Subsurface Irrigation area has been designed specifically for the load that your system has i.e. the more bedrooms you have the larger the land application area needs to be. It should not be altered without Council approval.

Maintaining your OSMS including Subsurface Irrigation:

1. Refer: General Conditions That Apply To All Systems section
2. Refer to: relevant Primary Treatment section.
3. Refer to relevant Secondary Treatment section.
4. Maintain 100% vegetation cover and avoid planting large trees in the area.
5. Maximise sun exposure, prune shading plants.
6. Divert roof waters, rain water tank overflows and surface flows away from the Land Application Area.
7. A quarterly service is required by a qualified OSMS technician, usually done as part of servicing other system components.
8. Ensure your OSMS technician checks the indexing, air release and flush valves regularly and that the system receives a flush periodically.
9. Regularly check for signs of system failure that, generally indicated by
 - (a) Effluent spraying on the surface of the land application area from a split or broken pipe.
 - (b) Alarm activation associated with failure of the pump connected to the sub-surface irrigation pipe work.
 - (c) Foul odours.
 - (d) Excessively wet areas or smelly surface water.
 - (e) Lush growth of plants down slope Subsurface Irrigation area.

Other Conditions and Information We Are Obligated to Provide Under Legislation

1. Any failure of the OSMS likely to cause a risk to public health or the natural environment should be reported to Council within seven days of the failure occurring.
2. The ATO is valid whilst renewals fees (paid via your rates notice) remain current.
3. Council reserves the right to revoke or modify an ATO, this may include reducing the duration of length of time that an approval is valid and/or placing additional management or monitoring conditions on the approval where a problem with a system is identified.
4. A new approval to operate is required when:
 - a) The system is altered because of an upgrade.
 - b) New plumbing connections are made to the system e.g. an ensuite is added, a shower is or toilet is installed in the shed or the studio etc.

- c) When the property changes hands.
5. Failure to have a current ATO is an offence under the Local Government Act 1993 and attracts penalties of \$330 (2014). Renewal is now made easier via the payment of the fee on your rates notice.
 6. An ATO does not mean that the OSMS was approved to be installed, installed as approved or maintained as required; however Council can help you answer these questions too.
 7. An ATO does not mean your OSMS is operating as designed and free of defects. For new owners we highly recommend that you engage an OSMS technician to verify the system is operating as designed and as required by these conditions.

Why Are These Conditions Imposed?

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

Poorly managed sewage has potential to:

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

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

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

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

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

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

- Obtain the most out of an asset that is expensive to replace.
- Ensure you are in a good negotiating position when it comes time to sell.
- Will minimise the likelihood that Council will have to instigate any interventions via notices, penalties and or legal proceedings that can incur fees and charges.

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

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

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