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Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	**Lorimer Estate Agents trading as Lorimer Real Estate Pty Ltd** **Suite 12 Level 2/14-16 Suakin Street, Pymble, NSW 2073**	**Phone: 0400 844 412** **Ref: Duncan Lorimer**
co-agent		
vendor	**Kathryn Maree Machin and Matthew James Reeves** **34 Bayview Drive, Goonengerry, NSW 2482**	
vendor's solicitor	**Castrikum Adams Legal Pty Ltd** **Suite 2, 5 Lismore Road, Bangalow NSW 2479** **PO Box 138, Bangalow NSW 2479**	**Phone: 02 6687 1167** **Email: fleur@castrikumlegal.com.au** **Fax: 02 6678 0352** **Ref: MLC:FR:220612**
date for completion	**28th day after the contract date**	(clause 15)
land (address, plan details and title reference)	**34 Bayview Drive, Goonengerry, New South Wales 2482** **Registered Plan: Lot 6 Plan DP 1253591** **Folio Identifier 6/1253591**	
	☑ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☑ HOUSE ☐garage ☐carport ☐ home unit ☐carspace ☐storage space ☐ none ☐other:	
attached copies	☐documents in the List of Documents as marked or as numbered: ☐other documents:	

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

inclusions	☑blinds	☑dishwasher	☑light fittings	☑stove
	☑built-in wardrobes	☑fixed floor coverings	☑range hood	☐pool equipment
	☐clothes line	☑insect screens	☑solar panels	☑TV antenna
	☑curtains	☑other: 2x cane 2-seater lounges, small coffee table, day bed, fire pit, 2 outdoor square seats. 3x3m yellow rug, 1 large pot plant in garage		

exclusions		
purchaser		
purchaser's solicitor		
price	**$**	
deposit	**$**	(10% of the price, unless otherwise stated)
balance	**$**	
contract date		(if not stated, the date this contract was made)

buyer's agent

vendor	**GST AMOUNT** (optional) The price includes GST of: $	**witness**
purchaser ☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares		**witness**

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Choices

Vendor agrees to accept a ***deposit-bond*** (clause 3) ☑NO ☐yes

Nominated *Electronic Lodgment Network (ELN)* (clause 30): PEXA

Electronic transaction (clause 30) ☐no ☑YES

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

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

Land tax is adjustable ☑NO ☐yes

GST: Taxable supply ☑NO ☐yes in full ☐yes to an extent

Margin scheme will be used in making the taxable supply ☑NO ☐yes

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

☒ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))

☒ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))

☐ GST-free because the sale is the supply of a going concern under section 38-325

☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O

☒ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

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

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch address (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *GSTRW payment*:

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

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

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

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

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

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

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List of Documents

General

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

Home Building Act 1989

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

Swimming Pools Act 1992

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

Strata or community title (clause 23 of the contract)

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

Other

- ☐ 59

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

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

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

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

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

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

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

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COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

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

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

3. **There is NO COOLING OFF PERIOD:**

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

4. **A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and the purchaser is entitled to a refund of any balance.**

DISPUTES

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

AUCTIONS

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

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WARNINGS

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

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

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

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

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

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

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

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

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

8. **The purchaser should arrange insurance as appropriate.**

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

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

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

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

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

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

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

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

2 Deposit and other payments before completion

2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.

2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.

2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.

2.4 The purchaser can pay any of the deposit by giving cash (up to $2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.

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

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

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2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.
3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
3.4 The vendor must approve a replacement *deposit-bond* if –
  3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond;* and
  3.4.2 it has an expiry date at least three months after its date of issue.
3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
  3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
  3.5.2 the deposit is paid in full under clause 2.
3.6 Clauses 3.3 and 3.4 can operate more than once.
3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
3.9 The vendor must give the purchaser the *deposit-bond* –
  3.9.1 on completion; or
  3.9.2 if this contract is *rescinded*.
3.10 If this contract is *terminated* by the vendor –
  3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
  3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
3.11 If this contract is *terminated* by the purchaser –
  3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
  3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

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7 Claims by purchaser

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

7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and

7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

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

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

9 Purchaser's default

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

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

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

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

10 Restrictions on rights of purchaser

10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;

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10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).

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

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

11 Compliance with work orders

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

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

12 Certificates and inspections

The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –

12.1 to have the *property* inspected to obtain any certificate or report reasonably required;

12.2 to apply (if necessary in the name of the vendor) for –
12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and

12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

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

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

13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.

13.4 If this contract says this sale is the supply of a going concern –
13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
- if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and

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

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

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

13.7 If this contract says the sale is not a taxable supply –
13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
- something else known to the purchaser but not the vendor.

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

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13.8.1 this sale is not a taxable supply in full; or
13.8.2 the margin scheme applies to the *property* (or any part of the *property*).

13.9 If this contract says this sale is a taxable supply to an extent –
13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.

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

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

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

13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
13.13.4 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

14 Adjustments

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

14.2 The *parties* must make any necessary adjustment on completion.

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

14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
- the land was not subject to a special trust or owned by a non-concessional company; and
- if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.

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

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

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

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

15 Date for completion

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

16 Completion

● Vendor

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

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

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

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

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

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

● Purchaser

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

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

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

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

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

16.10 On completion the deposit belongs to the vendor.

● Place for completion

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

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

16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or

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

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

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

17 Possession

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

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

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

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

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

18 Possession before completion

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

18.2 The purchaser must not before completion –

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

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

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

18.3 The purchaser must until completion –

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

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

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

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

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

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

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

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

19 Rescission of contract

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

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

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

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

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

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

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

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

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20 Miscellaneous

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

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

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

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

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

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.

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

21 Time limits in these provisions

21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.

21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.

21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.

21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.

21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.

21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.

22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

23 Strata or community title

● Definitions and modifications

23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).

23.2 In this contract –

23.2.1 'change', in relation to a scheme, means –

- a registered or registrable change from by-laws set out in this contract;
- a change from a development or management contract or statement set out in this contract; or
- a change in the boundaries of common property;

23.2.2 'common property' includes association property for the scheme or any higher scheme;

23.2.3 'contribution' includes an amount payable under a by-law;

23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;

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

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

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

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

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

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

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

23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.

● Adjustments and liability for expenses

23.5 The *parties* must adjust under clause 14.1 –

23.5.1 a regular periodic contribution;

23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and

23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –

23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and

23.6.2 the purchaser is liable for all contributions determined after the contract date.

23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.

23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –

23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;

23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or

23.8.3 a past or future change in the scheme or a higher scheme.

23.9 However, the purchaser can *rescind* if –

23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;

23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;

23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or

23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

● Notices, certificates and inspections

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

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

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

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

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

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

23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

● Meetings of the owners corporation

23.17 If a general meeting of the owners corporation is convened before completion –

23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and

23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

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24 Tenancies

24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.

24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.

24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
  - a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.

24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
  - any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earnt by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
  - a proper notice of the transfer (an attornment notice) addressed to the tenant;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

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

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

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

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

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

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

25.7 In the case of land under limited title but not under qualified title –

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

25.8 The vendor must give a proper covenant to produce where relevant.
25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

26 Crown purchase money

26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party serving* notice of the event happening;
- every *party* who has the benefit of the provision *serving* notice waiving the provision; or
- the end of the time for the event to happen.

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

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

30 Electronic transaction

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

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

30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
30.3.1 each *party* must –
- bear equally any disbursements or fees; and
- otherwise bear that *party's* own costs;

incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.

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

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

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

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

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

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

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

30.8.1 join the *Electronic Workspace*;

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

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

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

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

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

30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.

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

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

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

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

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

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

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

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

30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

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

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

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

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

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

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

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

the *party* entitled to them.

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

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

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

31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –

31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and

31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.

31.2 The purchaser must –

31.2.1 at least 5 days before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;

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

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

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

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

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

31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

32 Residential off the plan contract

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

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

32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –

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

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

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

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SPECIAL CONDITIONS

These are the Special Conditions to the Contract for the Sale and Purchase of Land 2019.

Property: **34 Bayview Drive, Goonengerry, NSW 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. Rescission

(a) If a party to this Contract is an individual who before completion:

(i) dies; or
(ii) becomes mentally ill;

then either party may rescind this Contract by serving notice on the other party whereupon provisions of Clause 19 hereof shall apply; or

(b) If a party to this Contract is:

(i) an individual who before completion is declared bankrupt; or
(ii) a Corporation and before completion;

(a) it enters into a Scheme;
(b) it makes any Arrangement for the benefit of creditors;
(c) an Order is made to wind-up the party;
(d) a Liquidator, Administrator or Official Manager is appointed in respect of the party;
(e) a Mortgagee enters into possession of all or a substantial part of the assets of the party;
(f) it is deemed by any relevant legislation to be unable to pay its debts; or
(g) a Receiver, Receiver and Manager or Agent of a Mortgagee is appointed to all or a substantial part of the assets of the party;

then that party shall be deemed to be in default hereunder.

(c) The Purchaser warrants that the Purchaser has the legal capacity to enter into this Contract.

2. 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".

3. Whole Agreement

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

4. 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.

5. 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 eitherthe 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.

6. 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.

7. Claims by Purchaser

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

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

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

8. 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.

9. Indemnity against Commission

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

10. Purchase Acknowledgments

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

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

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

(ii) Subject to all defects latent and patent;

(iii) Subject to any infestations and dilapidation;

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

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

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

11. 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.

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.

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

Where completion of this Contract is effected as an electronic transaction, it is an essential term of this Contract that the Purchaser must provide to the Vendor prior to completion, an authority in writing to the deposit holder for the release of the deposit. This authority will be held in escrow by the solicitor for the Vendor until settlement is effected.

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 eachother 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. Authority

The parties agree that the Solicitor/Conveyancer acting for them in this matter has the authority to make amendments and/or additions to this Contract on behalf of the party they represent pursuant to the instructions of that party after this Contract has been signed by them, if both parties agree.

21. 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.

22. 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 forwardedto the other party and thereupon this Contract shall be at an end and the provisionsof clause 19 hereof shall apply.

23. Smoke alarms

The Property has smoke alarms installed.

24. Release of Deposit

(a) The Purchaser agrees and acknowledge that by their execution of this Contract they irrevocably authorise the Vendor's agent to release to the Vendors such part of the deposit moneys as the Vendors shall require to use for the purpose of a deposit on any piece of real estate that the Vendors negotiate to purchase between the date hereof and the date of settlement hereof.

(b) The Vendor warrants that the deposit will be held in the trust account of either another solicitor or real estate agent as stakeholder.

(c) The Vendor will not authorise the use or release of the deposit should it be requested by another party to be used as a deposit on any other Property.

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 anylicence 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. 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 suchnon-compliance.

28. Unapproved Dwelling and / or Structure

The Vendor discloses and the Purchaser acknowledges that **the garage** on the Property is 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 Contractsand that they cannot make any objection,

requisition or claim for compensation or delay settlement in relation to this disclosure.

29. 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 thisProperty 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.

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

ANNEXURE "A"

REQUISITIONS ON TITLE

Vendor: **Kathryn Maree Machin and Matthew James Reeves**

Purchaser:

Property: **34 Bayview Drive, Goonengerry, NSW 2482**

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

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

Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 6/1253591

SEARCH DATE	TIME	EDITION NO	DATE
29/4/2022	8:38 AM	4	29/11/2021

LAND

LOT 6 IN DEPOSITED PLAN 1253591
AT GOONENGERRY
LOCAL GOVERNMENT AREA BYRON
PARISH OF JASPER COUNTY OF ROUS
TITLE DIAGRAM DP1253591

FIRST SCHEDULE

KATHRYN MAREE MACHIN
MATTHEW JAMES REEVES
AS JOINT TENANTS (T AQ223338)

SECOND SCHEDULE (3 NOTIFICATIONS)

1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN WITHIN THE PART(S) SHOWN SO INDICATED IN THE TITLE DIAGRAM - SEE CROWN GRANT(S)
2 LAND EXCLUDES MINERALS (S.171 CROWN LANDS ACT 1989) WITHIN THE PART(S) SHOWN SO INDICATED IN THE TITLE DIAGRAM
3 AR661034 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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

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Received: 29/04/2022 08:38:14

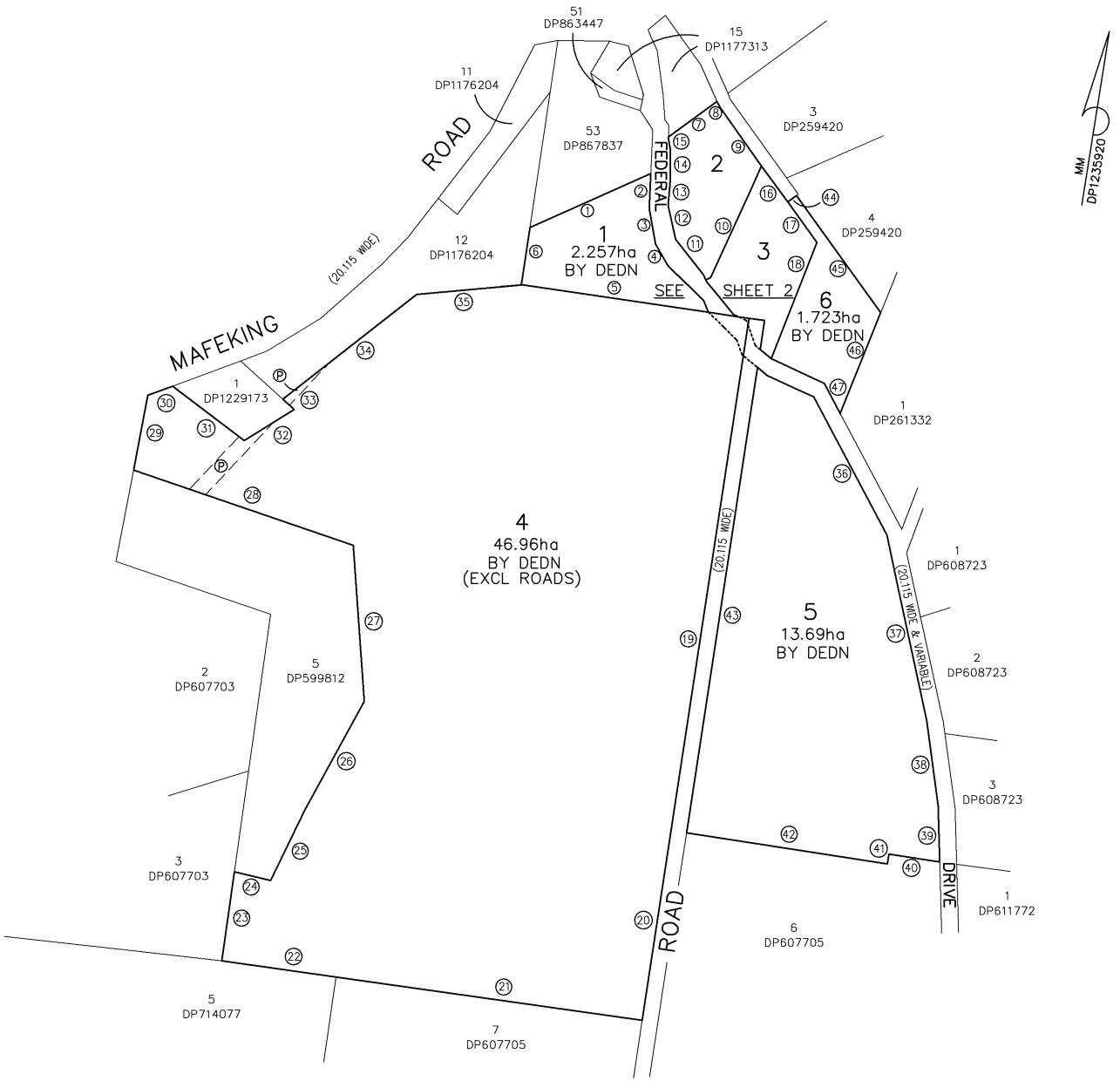
PLAN FORM 2 DP1253591

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan Sheet 1 of 2 sheets

COMPILED BOUNDARIES TABLE

LINE	BEARING	DISTANCE	DEPOSITED PLAN
1	56° 39' 55"	171.025	(DP629234)
2	173° 31' 35"	45	(DP629234)
3	160° 21' 35"	46.67	(DP629234)
4	141° 04' 35"	32.884 (DEDN)	(DP629234)
5	269° 05' 25"	244.24	(DP629234)
6	359° 17' 25"	74.67	(DP629234)
7	44° 32' 22"	77.44	(DP1177313)
8	146° 46' 35"	8.65	(DP259420)
9	134° 53' 25"	92.93	(DP259420)
10	195° 13' 30"	158.125	(DP867837)
11	132° 46' 35"	57.055	(DP867837)
12	338° 03' 05"	44.985	(DP867837)
13	355° 52' 35"	29.46	(DP867837)
14	351° 18' 25"	41.71	(DP867837)
15	341° 17' 20"	17.64	(DP867837)
16	134° 53' 25"	57.55	(DP629234)
17	134° 53' 25"	64.36	(DP629234)
18	192° 06' 30"	161.09	(DP629234)
19	179° 23' 15"	676.61	(DP599812)
20	177° 30' 32"	238.74	(DP599812)
21	268° 37' 33"	393.28	(DP599812)
22	268° 47' 12"	162.825	(DP599812)
23	358° 47' 12"	115.73	(DP599812)
24	94° 13' 12"	47.875	(DP599812)
25	16° 32' 12"	101.485	(DP599812)
26	19° 34' 52"	159.515	(DP599812)
27	346° 38' 32"	201.99	(DP599812)
28	279° 40' 12"	299.54	(DP599812)
29	1° 36' 52"	97.985	(DP599812)
30	60° 24' 12"	34.115	(DP1229173)
31	117° 54' 32"	115.96	(DP1229173)
32	49° 04' 32"	75.98	(DP1229173)
33	303° 02' 42"	20	(DP1229173)
34	42° 41' 52"	219.27	(DP599812)
35	75° 38' 42"	135.56	(DP599812)
36	142° 50' 15"	201.762 (DEDN)	(DP608723)
37	158° 39' 55"	242.973	(DP608723)
38	167° 06' 55"	112.936	(DP608723)
39	169° 07' 15"	72.514	(DP608723)
40	268° 23' 35"	68.265	(DP608723)
41	177° 38' 35"	12.65	(DP608723)
42	268° 36' 35"	252.975	(DP608723)
43	359° 23' 15"	614.974	(DP608723)
44	44° 53' 25"	14	(DP629234)
45	134° 53' 25"	185.82	(DP629234)
46	12° 36' 15"	140.49	(DP629234)
47	142° 50' 15"	43.665 (DEDN)	(DP629234)
48	322° 55' 17"	8.355	(DP1235920)
49	232° 22' 01"	7.027	(DP1235920)
50	322° 55' 17"	2.476	(DP1235920)



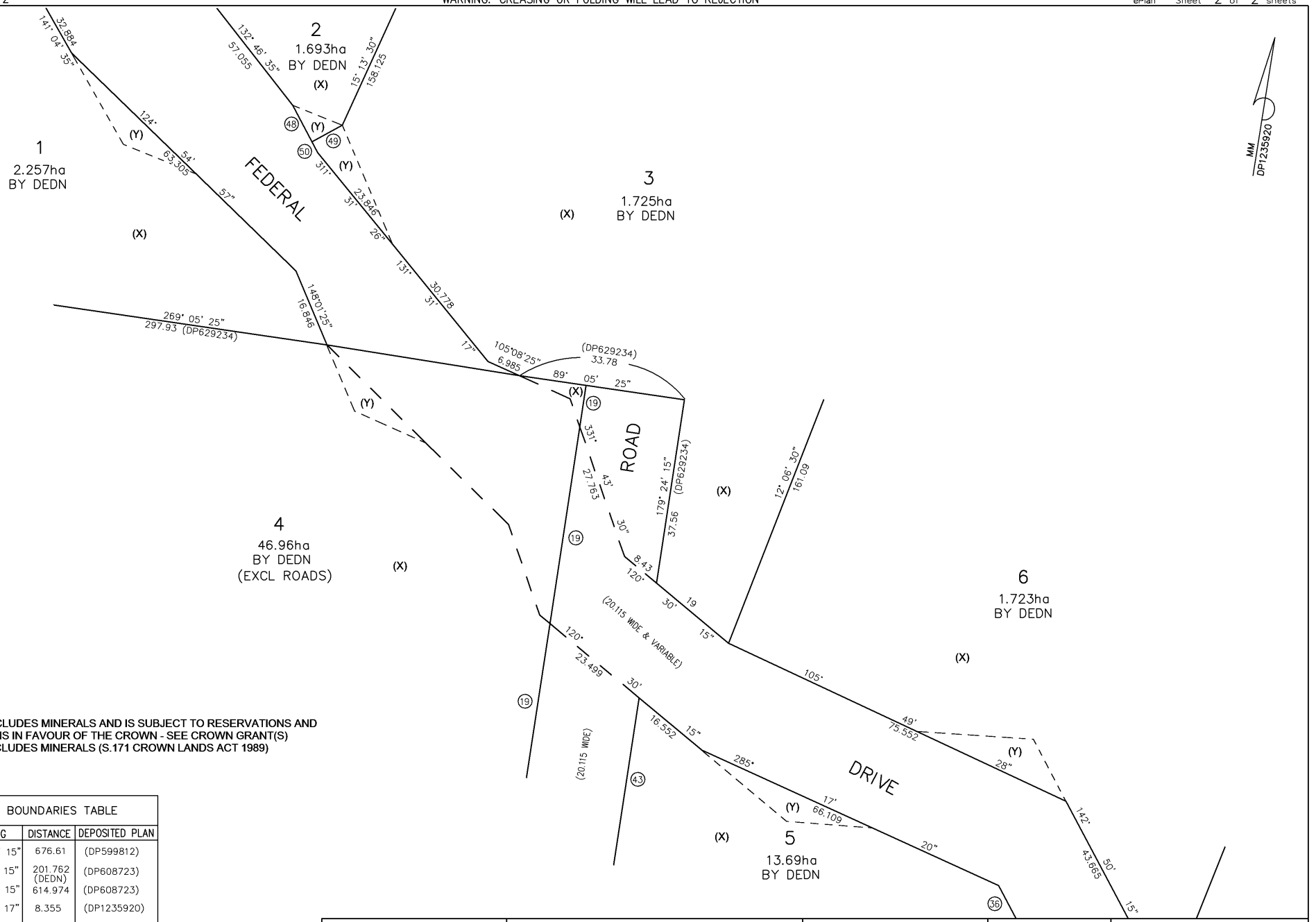
Ⓟ EASEMENT FOR OVERHEAD POWERLINES 20 WIDE IN DP1229173

Surveyor: NEIL ANTHONY KENNEDY KENNEDY SURVEYING PTY LTD 10 PIPER DRIVE, BALLINA NSW 2478 Date of Survey: 28 AUGUST 2018 Surveyor's Ref: 16034CONSOL	PLAN OF CONSOLIDATION OF LOTS 1 TO 12 INCLUSIVE IN DP1235920	LGA: BYRON Locality: GOONENGERRY Subdivision No: N/A Lengths are in metres. Reduction Ratio 1:4000	Registered 25/06/2019	DP1253591

Req:R746962 /Doc:DP 1253591 P /Rev:26-Jun-2019 /NSW LRS /Pgs:ALL /Prt:02-May-2022 12:31 /Seq:1 of 5
© Office of the Registrar-General /Src:INFOTRACK /Ref:220612

10 20 30 40 50 60 Table of mm 100 110 120 130 140 150

PLAN FORM 2 DP1253591 WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION ePlan Sheet 2 of 2 sheets



(X) - LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
(Y) - LAND EXCLUDES MINERALS (S.171 CROWN LANDS ACT 1989)

COMPILED BOUNDARIES TABLE

LINE	BEARING	DISTANCE	DEPOSITED PLAN
(19)	179° 23' 15"	676.61	(DP599812)
(36)	142° 50' 15"	201.762 (DEDN)	(DP608723)
(43)	359° 23' 15"	614.974	(DP608723)
(48)	322° 55' 17"	8.355	(DP1235920)
(49)	232° 22' 01"	7.027	(DP1235920)
(50)	322° 55' 17"	2.476	(DP1235920)

Surveyor: NEIL ANTHONY KENNEDY
KENNEDY SURVEYING PTY LTD
10 PIPER DRIVE, BALLINA NSW 2478
Date of Survey: 28 AUGUST 2018
Surveyor's Ref: 16034CONSOL

PLAN OF CONSOLIDATION OF LOTS 1 TO 12 INCLUSIVE IN DP1235920

LGA: BYRON
Locality: GOONENGERRY
Subdivision No: N/A
Lengths are in metres. Reduction Ratio 1:500

Registered 25/06/2019

DP1253591

10 | 20 | 30 | 40 | 50 | 60 | Table of mm | 100 | 110 | 120 | 130 | 140 | 150

Req:R746962 /Doc:DP 1253591 P /Rev:26-Jun-2019 /NSW LRS /Pgs:ALL /Prt:02-May-2022 12:31 /Seq:2 of 5
© Office of the Registrar-General /Src:INFOTRACK /Ref:220612

Req:R746962 /Doc:DP 1253591 P /Rev:26-Jun-2019 /NSW LRS /Pgs:ALL /Prt:02-May-2022 12:31 /Seq:3 of 5
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ePlan

PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of ~~2~~ 1 sheet(s)

Office Use Only

Registered: 25/06/2019

Title System: TORRENS

Office Use Only

DP1253591

PLAN OF CONSOLIDATION OF LOTS 1 TO 12 INCLUSIVE IN DP1235920

LGA: **BYRON**

Locality: **GOONENGERRY**

Parish: **JASPER**

County: **ROUS**

Survey Certificate

I, **NEIL ANTHONY KENNEDY** .....

of **KENNEDY SURVEYING PTY LTD** .....

10 PIPER DRIVE, BALLINA NSW 2478

a surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that:

~~*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, is accurate and the survey was completed on ..... , or~~

~~*(b) The part of the land shown in the plan (*being/*excluding ** .....) was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, the part surveyed is accurate and the survey was completed on, ... the part not surveyed was compiled in accordance with that Regulation, or~~

*(c) The land shown in this plan was compiled in accordance with the *Surveying and Spatial Information Regulation 2017*.

Datum Line: **N/A** .....

Type: ~~*Urban~~/*Rural

The terrain is ~~*Level-Undulating~~ / *Steep-Mountainous.

Signature: ..... Dated: **28/08/2018** ....

Surveyor Identification No: **110**.....

Surveyor registered under the *Surveying and Spatial Information Act 2002*

*Strike out inappropriate words.

**Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.

Crown Lands NSW/Western Lands Office Approval

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

Signature: .....

Date: .....

File Number: .....

Office: .....

Subdivision Certificate

I, ...

*Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.

Signature: .....

Accreditation number: .....

Consent Authority: .....

Date of endorsement: .....

Subdivision Certificate number: .....

File number: .....

*Strike through if inapplicable.

Plans used in the preparation of ~~survey~~/compilation.

DP1235920

Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.

Surveyor's Reference: **16034CONSOL**

Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

Req:R746962 /Doc:DP 1253591 P /Rev:26-Jun-2019 /NSW LRS /Pgs:ALL /Prt:02-May-2022 12:31 /Seq:4 of 5
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PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 2 of ~~2~~ sheet(s)

Office Use Only

Registered: 25/06/2019

Office Use Only

DP1253591

PLAN OF CONSOLIDATION OF LOTS 1 TO 12 INCLUSIVE IN DP1235920

Subdivision Certificate number: .....

Date of Endorsement: .....

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
1		953	Federal	Drive	Goonengerry
2		26	Bayview	Drive	Goonengerry
3		30	Bayview	Drive	Goonengerry
4		931	Federal	Drive	Goonengerry
5		871	Federal	Drive	Goonengerry
6		34	Bayview	Drive	Goonengerry

~~BYRON SHIRE~~

953 Federal Dr Goonengerry — CHRISTOPHER HERBERT LAMB
DEBORAH SUSAN KELTON

26 Bayview Dr Goonengerry — DEIDRE JUNE EDWARDS

30 Bayview Dr Goonengerry — PETER LOBIEN
JANET ANNE LOBIEN

931 Federal Dr Goonengerry — PRAMJET PETER SINGH
MARGARET SINGH

34 Bayview Dr Goonengerry — DANIEL CURTIS LESER

871 Federal Dr Goonengerry — MARK NUGENT CARN
JUDITH MARGARET CARN

If space is insufficient use additional annexure sheet

Surveyor's Reference: **16034CONSOL**

Req:R746962 /Doc:DP 1253591 P /Rev:26-Jun-2019 /NSW LRS /Pgs:ALL /Prt:02-May-2022 12:31 /Seq:5 of 5
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ePlan

PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 3 of 3 sheet(s)

Office Use Only

Registered: 25/06/2019

Office Use Only

DP1253591

PLAN OF CONSOLIDATION OF LOTS 1 TO 12 INCLUSIVE IN DP1235920

Subdivision Certificate number: .....

Date of Endorsement: .....

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Signed at Sydney the 7th day of March 2019 For Commonwealth Bank Of Australia ABN 48 123 123 124 by its Duly appointed Attorney under Power of Attorney Book 4297 No 297

Rajalakshmi Narayana

Witness

Janine Drennan

150 George Street Parramatta NSW 2150

Signed for and on behalf of WESTPAC BANKING CORPORATION ABN 33 007 457 141 by its Attorney

Power of Attorney registered at Land and Property Information NSW Book 4299 No. 332 Elena Ivetti Verbi

I certify that the applicant, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this application in my presence.

Signature of Witness

Name of Witness Brenda McDonough

Address of Witness 25 Pierson Street Lockleys SA 5032

Daytime telephone number of Witness 1300 738 895

BYRON SHIRE COUNCIL BY ITS AUTHORISED DELEGATE PURSUANT TO SECTIONS 377 AND 683 LOCAL GOVERNMENT ACT 1993

MARK ARNOLD
GENERAL MANAGER

I CERTIFY I AM AN ELIGIBLE WITNESS AND THAT THE DELEGATE SIGNED IN MY PRESENCE

SIGNATURE OF WITNESS

NAME OF WITNESS TONI GRAHAM

ADDRESS OF WITNESS 70 STATION ST MULLUMBIMBY 2482

If space is insufficient use additional annexure sheet

Surveyor's Reference: **16034CONSOL**

Certificate No: 20220500
Date: 02/05/2022
Receipt No: BSCCERT-3270
Your Reference: 220612

InfoTrack
ecertificates@infotrack.com.au

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

Property: **34 Bayview Drive GOONENGERRY 2482**
Description: **LOT: 6 DP: 1253591**
Parish: **Jasper**
County: **Rous**
Parcel No: **269840**

---

1. Names of relevant planning instruments and DCPs

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

Byron Local Environmental Plan 2014

State Environmental Planning Policies – refer to Annexure 1

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

Draft State Environmental Planning Policies – refer to Annexure 1

Planning Proposals – refer to Annexure 2.

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

Byron Shire Development Control Plan (DCP) 2014.

2. Zoning and land use under relevant LEPs

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

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

BYRON LOCAL ENVIRONMENTAL PLAN 2014

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

Zone R5 Large Lot Residential

1 Objectives of zone

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

2 Permitted without consent

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

3 Permitted with consent

Bed and breakfast accommodation; Business identification signs; Dual occupancies; Dwelling houses; Extensive agriculture; Home industries; Neighbourhood shops; Oyster aquaculture; Plant nurseries; Pond-based aquaculture; Roads; Roadside stalls; Secondary dwellings; Tank-based aquaculture; Any other development not specified in item 2 or 4

4 Prohibited

Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Biosolids treatment facilities; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Car parks; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Dairies (pasture-based); Depots; Eco-tourist facilities; Electricity generating works; Entertainment facilities; Exhibition villages; Extractive industries;

Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Passenger transport facilities; Public administration buildings; Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Research stations; Residential accommodation; Restricted premises; Rural industries; Service stations; Sewage treatment plants; Sex services premises; Signage; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water recycling facilities; Water supply systems; Wharf or boating facilities; Wholesale supplies

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

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

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

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

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

Not applicable

3. Complying Development

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

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

Complying development under General Housing Code

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

Complying development under Low Rise Housing Diversity Code

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

Complying development under the Greenfield Housing Code

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

Note:
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 Commercial & Industrial (New/Additions) Code

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

Complying development under the Container Recycling Facilities Code

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

Complying development under the General Development Code and Housing Alterations Code

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

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

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

4. Repealed 3/4/18

4A. Repealed 3/4/18

4B. Annual charges for coastal protection services under *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works.
Whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

Council is not aware of such a consent.

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

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

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

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

Not affected

(b) any environmental planning instrument, or

Not affected

(c) any resolution of the council

Not affected

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

(a) adopted by the council, or

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

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

Management of Contaminated Land Policy No 5.61.

Within buffer to cattle dip site - refer to Byron Shire Development Control Plan 2014, Chapter B6, Section B6.2.4.

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

7A. Flood related development controls

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

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 clause—

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

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

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

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

BYRON LOCAL ENVIRONMENTAL PLAN 2014

No provision is made for acquisition of the land.

PROPOSED ENVIRONMENTAL PLANNING INSTRUMENT

Not applicable.

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

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

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

9A. Biodiversity certified land

The land is not biodiversity certified land.

10. Biodiversity stewardship sites

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

10A. Native vegetation clearing set asides

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

11. Bush fire prone land

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

12. Property vegetation plans

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

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

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

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

14. Directions under Part 3A

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

15. Site compatibility certificates and conditions for seniors housing

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

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

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

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

17. Site compatibility certificates and conditions for affordable rental housing

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

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

18. Paper subdivision information

(1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.

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

(1) Not applicable.

(2) Not applicable.

19. Site verification certificates

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

20. Loose-fill asbestos insulation

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

21. Affected building notices and building product rectification orders

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Mark Arnold
General Manager



Per

ANNEXURE 1

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

SEPP 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)

ANNEXURE 2

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

26.2020.7.1 - Amendment to Byron LEP 2014 – Planning Proposal to apply environmental zones and non-environmental zones to approximately 2,200 properties in accordance with the Northern Councils E Zone Review Final Recommendations Report prepared by the Department of Planning and Environment. The planning proposal represents 'Stage 3' of a staged program to integrate land identified as "deferred matters" into Byron Local Environmental Plan (LEP) 2014, and includes the application of environmental zones to certain "non-Deferred Matter" areas already included in LEP 2014. The Planning Proposal will amend the LEP 2014 zoning maps and other related LEP maps, for example Lot Size, Height of Building, Floor Space Ratio, Drinking Water Catchment and Acid Sulfate Soils Maps.

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

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

File No. 269840 x 70.2001.1308.2/#A2021/33771
Contact: 02 6626 7000

7 September 2021

Mr M J Reeves & Ms K M Machin
34 Bayview Drive
GOONENGERRY NSW 2482

Email: matt_reeves_1@hotmail.com

Dear Mr Reeves and Ms Machin

Approval To Operate An On-Site Sewage Management System (OSMS) *Local Government Act 1993 - Section 68: C6*		
Approval No.	70.2001.1308.2	
Parcel No.	269840	
Site.	Three bedroom dwelling BA 6.1984.2032.1	
Property Description	LOT: 6 DP: 1253591 34 Bayview Drive GOONENGERRY	
Operator	Mr M J Reeves & Ms K M Machin	
Structures Connected to OSMS	Three Bedroom Dwelling	
Installed System	Treatment 1	Septic/Greywater Tank
	Disposal Type	Trench

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

This approval to operate sets out those obligations.

1. The On-Site Sewage Management System ('OSMS') shall be maintained and checked Annually by a suitably qualified and experience tradesperson.
2. The OSMS has been designed for treatment of a wastewater loading of 575L/day L/Day (5 persons / 3 bedrooms). The OSMS is currently approved to connect to a Three Bedroom Dwelling.
3. Council reserves the right to revoke or modify an approval issued for the operation of a sewage management facility. This may include reducing the duration of length of time that an approval is valid and/or placing additional management or monitoring conditions on the approval where a problem with a system is identified.
4. The OSMS wastewater system is to be operated generally in accordance with:

Plan/Report No.	Description	Prepared by	Dated:	Council Record
Guidance Document	NSW Environment and Health Protection	NSW State Government Agencies	Jan 1998	N/A

OS-ST and Trench	Council specifications attached	Byron Shire Council	N/A	N/A
Approval No	70.2001.1308.2 and 6.1984.2032.1	Byron Shire Council	1984	E2021/116911

Conditions:

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

Information we are obliged to advise you:

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

Yours faithfully



Letisha Hatte
Environmental Health Officer
Sustainable Environment and Economy

Note: *This Notice, inspections relating to it and actions arising there from relate only to on-site sewage management issues. Council's Environmental Services Team is not responsible for the management of*

compliance issues, such as whether or not the dwelling or any structures on the land are lawful under the Environmental Planning and Assessment Act 1997 (EP&AA) or the Local Government Act 1993 (LGA). This Notice, inspections relating to it, and actions arising from these do not address any other issues. Actions required to be taken by, and those taken in compliance with, Notices and/or Orders issued by Council's Environmental Services Team do not operate as any form of sanction or approval of any other compliance issue which may exist on or relating to the property or activities on it and Council remains empowered to take such compliance action as is available to it in respect any other compliance issue notwithstanding that Notices and/or Orders issued by Council's Environmental Services Team have been complied with.

Any document forwarded to you by Council's Environmental Services Team is not intended to be, and should not be taken to be, a representation as to whether or not the dwelling or any structures on the land are lawful under the EP&AA or the LGA and should not be relied upon as such.

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, hoofed animals (cows, goats, pigs, horse etc), tree roots etc.
9. The OSMS shall be operated in accordance with the manufacturer's recommendation.
10. Use protective clothing and gloves when handling any components associated with waste water management. Always wash yourself well using warm water and soap after coming into contact with any components, sewage, or composted sewage when you are checking your OSMS. Never enter treatment tanks, gases and bacteria can be harmful to your health.
11. Provide copies of pump out receipts, service and repair reports to Council and keep copies. Having a good record of service, repair and pump put history will add value to your asset when it is time to sell.

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

Important Note:

ALL COMMUNICATIONS TO BE
ADDRESSED TO THE GENERAL MANAGER
PO Box 219 Mullumbimby NSW 2482 (70 Station Street)
E: council@byron.nsw.gov.au
P: 02 6626 7000 F: 02 6684 3018
www.byron.nsw.gov.au ABN: 14 472 131 473

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 you 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.

LAND APPLICATION AREAS

Trenches

Trenches or 'absorption trench' are the land application methods associated with older style OSMS where effluent is usually gravity fed from a standard septic tank to the trench located nearby and down slope.

These systems are generally not approved for installation anymore as they rely on absorption of the water that may lead to the effluent affecting groundwater.

They are built below ground and can be filled with gravel and or consist of a durable self supporting arches resting on gravel. Trenches are usually relatively narrow and deep.

Maintaining your OSMS including trench:

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. Maximise sun exposure, prune shading plants.
5. Regularly check for signs the system may be failing, indicated by
    a. Foul odours.
    b. Excessively wet areas or smelly surface water near your tank or Land Application Area.
    c. Lush growth of plants on, around and down slope of trench.
6. Contact your OSMS technician if failure is evident.

Other Conditions and Information We Are Obliged to Provide Under Legislation

1. Any failure of the OSMS likely to cause a risk to public health or the natural environment should be reported to Council within seven days of the failure occurring.
2. The ATO is valid whilst renewals fees (paid via your rates notice) remain current.

3. Council reserves the right to revoke or modify an ATO, this may include reducing the duration of length of time that an approval is valid and/or placing additional management or monitoring conditions on the approval where a problem with a system is identified.
4. A new approval to operate is required when:
    a. The system is altered because of an upgrade.
    b. New plumbing connections are made to the system e.g. an ensuite is added, a shower is or toilet is installed in the shed or the studio etc.
    c. When the property changes hands.
5. Failure to have a current ATO is an offence under the Local Government Act 1993 and attracts penalties of $330 (2014). Renewal is now made easier via the payment of the fee on your rates notice.
6. An ATO does not mean that the OSMS was approved to be installed, installed as approved or maintained as required; however Council can help you answer these questions too.
7. An ATO does not mean your OSMS is operating as designed and free of defects. For new owners we highly recommend that you engage an OSMS technician to verify the system is operating as designed and as required by these conditions.

Why Are These Conditions Imposed?

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

Poorly managed sewage has potential to:

- spread disease: the likelihood that humans and animal come into contact with sewage and waste water must always be minimised,
- contaminate ground and surface water that you or other people may be using,
- create foul odours affecting community amenity,
- attract rodents and undesirable insects that can also spread disease,
- have adverse effects on soils, that are an important component of 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, <u>without prior notice</u>.
- 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.



Figure 1: Location of septic tank (ST) and presumed land application area (LAA) at property.