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# Contract for the sale and purchase of land 2022 edition

TERM vendor's agent	MEANING OF TERM LS Properties				DAN: : 0477 122 55	so.
vendor s agent	PO Box 90, BOGANGAR NSW 2488		Ref:	Brent Sava	-	
co-agent						
vendor	2 Tamarind Avenue, E	Bogangar, NSW 2	488			
vendor's solicitor	-		-00	Phone:	: 07 5513 164	4
volidor a dollation	The Conveyancing Leaders Pty Ltd 31 Bay Street, Tweed Heads NSW 2485 PO Box 441, Tweed Heads NSW 2485		Email: kim@theconveyancingleaders.com. au			
				Fax: Ref:	07 5513 165 KW:230965	•
date for completion	day after the contr		41. 184 .	l 040		(clause 15)
land (address, plan details and title reference)	2 Tamarind Avenue, E Registered Plan: Lot 4 Folio Identifier 409/21	409 Plan DP 2163		les 248	<b>38</b>	
	☑ VACANT POSSESS	iON □ subject	to exist	ing tena	ancies	
improvements	☑ HOUSE ☐ garage ☐ none ☐ other:	□carport □	home u	nit 🗆	carspace	□storage space
attached copies	☑documents in the List □other documents:	of Documents as	marked	or as n	umbered:	
	permitted by legislation	-				
inclusions	☑ air conditioning	☑ clothesline			overings	☑ range hood
	☑ blinds	☑ curtains	☑ insed			☐ solar panels
	☑ built-in wardrobes	☑ dishwasher	☑ light	•		☑ stove
	☑ ceiling fans	☐ EV charger	☑ pool	equipm	nent	☑ TV antenna
exclusions	□ other:					
purchaser						
purchaser's solicitor						
price	\$ \$		(40	10/. of th	o price upl	ess otherwise stated)
deposit balance	\$		(10	770 <b>U</b> I U	ie price, urik	ess otherwise stated)
contract date			(if not	stated,	the date this	contract was made)
Where there is more tha	n one purchaser 🔲 .	JOINT TENANTS				
		tenants in common	in ur	nequal s	shares, spec	cify:
GST AMOUNT (optional)	The price includes GST	of: \$				
buyer's agent						

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

# SIGNING PAGE

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

# Choices

Vendor agrees to accept a deposit-bond	□NO	□yes	
Nominated Electronic Lodgment Network (ELN) (clause 4):	PEXA_		_
Manual transaction (clause 30)	□NO	□yes	
	(if yes, vendor must provide further details, any applicable exception, in the space belo		
Tax information (the parties promise this is			is aware)
Land tax is adjustable  GST: Taxable supply	□NO □NO	□yes	
Margin scheme will be used in making the taxable supply	□NO	□yes in full □yes	□yes to an extent
This sale is not a taxable supply because (one or more of the fo		•	
☐ not made in the course or furtherance of an enterprise t	- ,		
$\square$ by a vendor who is neither registered nor required to be	e registered f	or GST (section 9	-5(d))
☐ GST-free because the sale is the supply of a going con-			
☐ GST-free because the sale is subdivided farm land or fa	-		
☐ input taxed because the sale is of eligible residential pre	emises (seci	ions 40-65, 40-75(	(2) and 195-1)
Purchaser must make a GSTRW payment	□ NO	□ yes (if yes, v	endor must provide
(GST residential withholding payment)		further	•
contr	ract date, the	e vendor must pro	ot fully completed at the vide all these details in a re the date for completion.
GSTRW payment (GST residential withhouse Frequently the supplier will be the vendor. However, some entity is liable for GST, for example, if the supplier is a part in a GST joint venture.	times further	information will be	e required as to which
Supplier's name:			
Supplier's ABN:			
Supplier's GST branch address (if applicable):			
Supplier's business address:			
Supplier's representative:			
Supplier's contact phone number:			
Supplier's proportion of GSTRW payment:			
If more than one supplier, provide the above details	for each su	oplier.	
Amount purchaser must pay – price multiplied by the GSTRW ra	<i>ite</i> (residentia	al withholding rate	):
Amount must be paid: $\square$ AT COMPLETION $\square$ at another time (	(specify):		
Is any of the consideration not expressed as an amount in mone	y? □ NO	□yes	
If "yes", the GST inclusive market value of the non-moneta	ary considera	ition: \$	
Other details (including those required by regulation or the ATO t	forms):		

# **List of Documents**

Gene		Strata or community title (clause 23 of the contract)
☑ 1 property certificate for the land		☐ 33 property certificate for strata common property
☑ 2	plan of the land	☐ 34 plan creating strata common property
□ 3	unregistered plan of the land	☐ 35 strata by-laws
□ 4	plan of land to be subdivided	☐ 36 strata development contract or statement
_ 5	document to be lodged with a relevant plan	☐ 37 strata management statement
☑ 6	section 10.7(2) planning certificate under	☐ 38 strata renewal proposal
	Environmental Planning and Assessment Act	☐ 39 strata renewal plan
	1979	☐ 40 leasehold strata - lease of lot and common
□ 7	additional information included in that certificate	property
	under section 10.7(5)	☐ 41 property certificate for neighbourhood property
□8	sewerage infrastructure location diagram	☐ 42 plan creating neighbourhood property
	(service location diagram)	☐ 43 neighbourhood development contract
□ 9	sewer lines location diagram (sewerage service	☐ 44 neighbourhood management statement
	diagram)	☐ 45 property certificate for precinct property
	document that created or may have created an easement, profit à prendre, restriction on use or	☐ 46 plan creating precinct property
	positive covenant disclosed in this contract	☐ 47 precinct development contract
□ 11	planning agreement	☐ 48 precinct management statement
	section 88G certificate (positive covenant)	☐ 49 property certificate for community property
	survey report	☐ 50 plan creating community property
l	building information certificate or building	☐ 51 community development contract
	certificate given under legislation	☐ 52 community management statement
□ 15	occupation certificate	□ 53 document disclosing a change of by-laws
□ 16	lease (with every relevant memorandum or	☐ 54 document disclosing a change in a development
	variation)	or management contract or statement
□ 17	other document relevant to tenancies	☐ 55 document disclosing a change in boundaries
□ 18	licence benefiting the land	☐ 56 information certificate under Strata Schemes
□ 19	old system document	Management Act 2015
l	Crown purchase statement of account	☐ 57 Information certificate under Community Land
	building management statement	Management Act 1989
l .	form of requisitions	□ 58 disclosure statement - off the plan contract
	clearance certificate	☐ 59 other document relevant to off the plan contract  Other
□ 24	land tax certificate	□ 60
Home	Building Act 1989	2 30
□ 25	insurance certificate	
□ 26	brochure or warning	
□ 27	evidence of alternative indemnity cover	
Swim	ming Pools Act 1992	
□ 28	certificate of compliance	
	evidence of registration	
	relevant occupation certificate	
□ 31	certificate of non-compliance	
□ 32	detailed reasons of non-compliance	

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

# IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

# WARNING—SMOKE ALARMS

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

# WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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



# Cooling off period (purchaser's rights)

- 1 This is the statement required by the Conveyancing Act 1919, section 66X. This statement applies to a contract for the sale of residential property.
- 2 EXCEPT in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5pm on—
  - (a) for an off the plan contract—the tenth business day after the day on which the contract was made, or
  - (b) in any other case—the fifth business day after the day on which the contract was made.

# 3 There is NO COOLING OFF PERIOD—

- (a) if, at or before the time the contract is made, the purchaser gives to the vendor, or the vendor's solicitor or agent, a certificate that complies with the Act, section 66W, or
- (b) if the property is sold by public auction, or
- (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
- (d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under the Act, section 66ZG.
- A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.
- The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. The purchaser is entitled to a refund of any balance.

# DISPUTES

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

# **AUCTIONS**

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

# WARNINGS

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

APA Group NSW Department of Education

Australian Taxation Office NSW Fair Trading

Council Owner of adjoining land

County Council Privacy

Department of Planning and Environment Public Works Advisory

Department of Primary Industries Subsidence Advisory NSW

Electricity and gas Telecommunications
Land and Housing Corporation Transport for NSW

Local Land Services Water, sewerage or drainage authority

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

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

- 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.
- If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
- The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
- 6. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.
- 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.
- Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
- A purchaser should be satisfied that finance will be available at the time of completing the purchase.
- 11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
- 12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

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

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

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

adjustment date adjustment figures authorised Subscriber the earlier of the giving of possession to the purchaser or completion; details of the adjustments to be made to the price under clause 14;

a Subscriber (not being a party's solicitor) named in a notice served by a party as

being authorised for the purposes of clause 20.6.8;

the Reserve Bank of Australia or an authorised deposit-taking institution which is a

bank, a building society or a credit union;

business day cheque

bank

any day except a bank or public holiday throughout NSW or a Saturday or Sunday;

a cheque that is not postdated or stale;

a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act*, that covers one or more days falling within the period from and including the contract date to completion:

completion time conveyancing rules deposit-bond

discharging mortgagee

clearance certificate

the time of day at which completion is to occur,

the rules made under s12E of the Real Property Act 1900;

a deposit bond or guarantee with each of the following approved by the vendor -

the issuer;

· the expiry date (if any); and

the amount;

depositholder vendor's agent (or if no vendor's agent is named in this contract, the vendor's

solicitor, or if no vendor's solicitor is named in this contract, the buyer's agent); any discharging mortgagee, chargee, covenant chargee or caveator whose

provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to

be transferred to the purchaser;

document of title

**ECNL** 

document relevant to the title or the passing of title; the Electronic Conveyancing National Law (NSW);

electronic document a dealing as defined in the Real Property Act 1900 which may be created and

Digitally Signed in an Electronic Workspace;

electronic transaction a Conveyancing Transaction to be conducted for the parties by their legal

representatives as Subscribers using an ELN and in accordance with the ECNL

and the participation rules;

electronic transfer a transfer of land under the Real Property Act 1900 for the property to be prepared

and Digitally Signed in the Electronic Workspace established for the purposes of the parties' Conveyancing Transaction;

the parties conveyancing transaction

FRCGW percentage the percentage mentioned in s14-200(3)(a) of Schedule 1 to the TA Act (12.5% as

at 1 July 2017);

FRCGW remittance a remittance which the purchaser must make under s14-200 of Schedule 1 to the

TA Act, being the lesser of the FRCGW percentage of the price (inclusive of GST, if

any) and the amount specified in a variation served by a party,

GST Act A New Tax System (Goods and Services Tax) Act 1999;
GST rate the rate mentioned in s4 of A New Tax System (Goods a

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); any mortgagee who is to provide finance to the purchaser on the security of the

Planning and Assessment Act 1979 entered into in relation to the property;

incoming mortgagee any mortgagee who is to provide finance to the purchaser on the security of property and to enable the purchaser to pay the whole or part of the price;

legislation an Act or a by-law, ordinance, regulation or rule made under an Act;

manual transaction a Conveyancing Transaction in which a dealing forming part of the Lodgment Case

at or following completion cannot be Digitally Signed;

normally subject to any other provision of this contract;

participation rules the participation rules as determined by the ECNL;

party each of the vendor and the purchaser;

property the land, the improvements, all fixtures and the inclusions, but not the exclusions; planning agreement and a valid voluntary agreement within the meaning of \$7.4 of the Environmental

to complete data fields in the Electronic Workspace;

populate

reauisition rescind serve

an objection, question or requisition (but the term does not include a claim);

rescind this contract from the beginning; 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 terminate title data

Taxation Administration Act 1953: terminate this contract for breach:

the details of the title to the property made available to the Electronic Workspace by

the Land Registry:

variation within work order a variation made under s14-235 of Schedule 1 to the TA Act;

in relation to a period, at any time before or during the period; and 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)

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

#### 2 Deposit and other payments before completion

- 2,1 The purchaser must pay the deposit to the depositholder as stakeholder.
- 2.2 Normally, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2,3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by
  - giving cash (up to \$2,000) to the depositholder, 2.4.1
  - unconditionally giving a cheque to the depositholder or to the vendor, vendor's agent or vendor's 2.4.2 solicitor for sending to the depositholder, or
  - 2.4.3 electronic funds transfer to the depositholder's nominated account and, if requested by the vendor or the depositholder, providing evidence of that transfer.
- 2.5 The vendor can terminate if
  - any of the deposit is not paid on time; 2.5.1
  - 2.5.2 a cheque for any of the deposit is not honoured on presentation; or
  - a payment under clause 2.4.3 is not received in the depositholder's nominated account by 5.00 pm 2.5.3 on the third business day after the time for payment.

This right to terminate is lost as soon as the deposit is paid in full.

- 2.6 If the vendor accepts a deposit-bond for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a deposit-bond for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until termination by the vendor or completion, subject to any existing right.
- If each party tells the depositholder that the deposit is to be invested, the depositholder is to invest the deposit 2.9 (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

3.6

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

- 3.7 If the purchaser serves a replacement deposit-bond, the vendor must serve the earlier deposit-bond.
- 3.8 The amount of any deposit-bond does not form part of the price for the purposes of clause 16.5.
- 3.9 The vendor must give the purchaser any original deposit-bond -
  - 3.9.1 on completion; or
  - 3,9,2 if this contract is rescinded.
- 3.10 If this contract is terminated by the vendor -
  - 3.10.1 normally, the vendor can immediately demand payment from the issuer of the deposit-bond; or
  - 3.10.2 if the purchaser serves prior to termination a notice disputing the vendor's right to terminate, the vendor must forward any original deposit-band (or its proceeds if called up) to the depositholder as stakeholder.
- 3.11 If this contract is terminated by the purchaser -
  - 3.11.1 normally, the vendor must give the purchaser any original deposit-bond; or
  - 3.11.2 if the vendor serves prior to termination a notice disputing the purchaser's right to terminate, the vendor must forward any original deposit-bond (or its proceeds if called up) to the depositholder as stakeholder.

# 4 Electronic transaction

- 4.1 This Conveyancing Transaction is to be conducted as an electronic transaction unless -
  - 4.1.1 the contract says this transaction is a manual transaction, giving the reason, or
  - 4.1.2 a party serves a notice stating why the transaction is a manual transaction, in which case the parties do not have to complete earlier than 14 days after service of the notice, and clause 21.3 does not apply to this provision,

and in both cases clause 30 applies.

- 4.2 If, because of clause 4.1.2, this Conveyancing Transaction is to be conducted as a manual transaction --
  - 4.2.1 each party must -
    - · bear equally any disbursements or fees; and
    - otherwise bear that party's own costs;

incurred because this Conveyancing Transaction was to be conducted as an electronic transaction; and

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

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

# 5 Requisitions

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

# 6 Error or misdescription

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

# 7 Claims by purchaser

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

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

# 8 Vendor's rights and obligations

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

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

#### 9 Purchaser's default

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

- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause ~
  - 9.2.1 for 12 months after the termination; or
  - 9.2.2 if the vendor commences proceedings under this clause within 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either -
  - 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover
    - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
    - the reasonable costs and expenses arising out of the purchaser's non-compliance with this
      contract or the notice and of resale and any attempted resale; or
  - 9.3.2 to recover damages for breach of contract.

# 10 Restrictions on rights of purchaser

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

# 11 Compliance with work orders

- 11.1 Normally, the vendor must by completion comply with a work order made on or before the contract date and if this contract is completed the purchaser must comply with any other work order.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

# 12 Certificates and inspections

- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant -
- 12.1 to have the property inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for -
  - 12.2.1 any certificate that can be given in respect of the property under legislation; or
  - 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the property in the 3 days before a time appointed for completion.

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

# 14 Adjustments

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

# 15 Date for completion

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

# 16 Completion

# Vendor

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

#### Purchaser

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

# 17 Possession

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

# 18 Possession before completion

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

#### 19 Rescission of contract

- 19.1 If this contract expressly gives a party a right to rescind, the party can exercise the right -
  - 19.1.1 only by serving a notice before completion; and
  - 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 Normally, if a party exercises a right to rescind expressly given by this contract or any legislation -
  - 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
  - 19.2.2 a party can claim for a reasonable adjustment if the purchaser has been in possession;
  - 19.2.3 a party can claim for damages, costs or expenses arising out of a breach of this contract; and
  - 19.2.4 a party will not otherwise be liable to pay the other party any damages, costs or expenses.

# 20 Miscellaneous

- 20.1 The parties acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20,4 If a party consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A party's solicitor can receive any amount payable to the party under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is -
  - 20.6.1 signed by a party if it is signed by the party or the party's solicitor (apart from a direction under clause 4.8 or clause 30.4);
  - 20.6.2 served if it is served by the party or the party's solicitor,
  - 20.6.3 served if it is served on the party's solicitor, even if the party has died or any of them has died;
  - 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
  - 20.6.5 served if it is sent by email or fax to the party's solicitor, unless in either case it is not received;
  - 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person;
  - 20.6.7 served at the earliest time it is served, if it is served more than once; and
  - 20.6.8 served if it is provided to or by the party's solicitor or an authorised Subscriber by means of an Electronic Workspace created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of rescission or termination.
- 20.7 An obligation to pay an expense of another party of doing something is an obligation to pay -
  - 20.7.1 if the party does the thing personally the reasonable cost of getting someone else to do it; or
  - 20.7.2 if the party pays someone else to do the thing the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any legislation (including any percentage or rate specified in legislation) is also a reference to any corresponding later legislation.
- 20.12 Each party must do whatever is necessary after completion to carry out the party's obligations under this contract
- 20.13 Neither taking possession nor serving a transfer of itself implies acceptance of the property or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 4) are, to the extent of each party's knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each party consents to -
  - 20.16.1 any party signing this contract electronically; and
  - 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each party agrees that electronic signing by a party identifies that party and indicates that party's intention to be bound by this contract.
- 21 Time limits in these provisions
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21,2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a business day, the time is extended to the next business day, except in the case of clauses 2 and 3.2.
- 21.6 Normally, the time by which something must be done is fixed but not essential.
- 22 Foreign Acquisitions and Takeovers Act 1975
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to terminate.
- 23 Strata or community title
  - Definitions and modifications
- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 in this contract -
  - 23.2.1 'change', in relation to a scheme, means -
    - a registered or registrable change from by-laws set out in this contract;
    - a change from a development or management contract or statement set out in this contract; or
    - a change in the boundaries of common property;
  - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
  - 23.2.3 'contribution' includes an amount payable under a by-law;
  - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
  - 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
  - 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
  - 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
  - 23.2.8 'the property' includes any interest in common property for the scheme associated with the lot; and
  - 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are
    - normal expenses;
    - due to fair wear and tear:
    - disclosed in this contract; or
    - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
  - Adjustments and liability for expenses
- 23.5 The parties must adjust under clause 14.1 -
  - 23.5.1 a regular periodic contribution:
  - 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
  - on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract -
  - 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
  - 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23,6,1.
- 23.8 Normally, the purchaser cannot make a claim or requisition or rescind or terminate in respect of -
  - 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
  - 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
  - 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can rescind if -
  - 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
  - 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
  - 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
  - 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

# Notices, certificates and inspections

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

# . Meetings of the owners corporation

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

# 24 Tenancies

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

- 24.4 If the property is subject to a tenancy on completion -
  - 24.4.1 the vendor must allow or transfer -
    - any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
    - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earnt by the fund that has been applied for any other purpose; and
    - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
  - 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
  - 24.4.3 the vendor must give to the purchaser --
    - at least 2 business days before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
    - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
    - a copy of any disclosure statement given under the Retail Leases Act 1994;
    - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
    - any document served by the tenant under the lease and written details of its service, if the
      document concerns the rights of the landlord or the tenant after completion;
  - 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
  - 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

# 25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) -
  - 25.1.1 is under qualified, limited or old system title; or
  - 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must serve a proper abstract of title within 7 days after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document
  - 25.4.1 shows its date, general nature, names of parties and any registration number; and
  - 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title -
  - 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
  - 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
  - 25.5.3 normally, need not include a Crown grant; and
  - 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title -
  - 25.6.1 in this contract 'transfer' means conveyance;
  - 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
  - 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title -
  - 25.7.1 normally, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
  - 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
  - 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any document of title that relates only to the property.
- 25.9 If on completion the vendor has possession or control of a document of title that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

- 26 Crown purchase money
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26,3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the parties must adjust any interest under clause 14.

# 27 Consent to transfer

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

# 28 Unregistered plan

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

#### 29 Conditional contract

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a party, then it benefits only that party.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A party can rescind under this clause only if the party has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a party who has the benefit of the provision, the party can rescind within 7 days after either party serves notice of the condition.
- 29,7 If the parties can lawfully complete without the event happening -
  - 29.7.1 if the event does not happen within the time for it to happen, a party who has the benefit of the provision can rescind within 7 days after the end of that time;
  - 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within* 7 days after either *party serves* notice of the refusal; and
  - 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of
    - either party serving notice of the event happening;
    - every party who has the benefit of the provision serving notice waiving the provision; or
    - the end of the time for the event to happen.

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

# 30 Manual transaction

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

#### Transfer

- 30.2 Normally, the purchaser must serve the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must serve it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.

# Place for completion

- 30.6 Normally, the parties must complete at the completion address, which is -
  - 30.6.1 if a special completion address is stated in this contract that address; or
  - 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place that place; or
  - 30.6.3 in any other case the vendor's solicitor's address stated in this contract.
- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

# Payments on completion

- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or settlement cheque.
- 30.10 Normally, the vendor can direct the purchaser to produce a settlement cheque on completion to pay an amount adjustable under this contract and if so
  - 30.10.1 the amount is to be treated as if it were paid; and
  - 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 settlement cheques, the vendor must pay \$10 for each extra cheque.
- 30.12 If the purchaser must make a GSTRW payment the purchaser must -
  - 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
  - 30.12.2 forward the settlement cheque to the payee immediately after completion; and
  - 30.12.3 serve evidence of receipt of payment of the GSTRW payment and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an FRCGW remittance, the purchaser must -
  - 30.13.1 produce on completion a settlement cheque for the FRCGW remittance payable to the Deputy Commissioner of Taxation:
  - 30.13.2 forward the settlement cheque to the payee immediately after completion; and
  - 30.13.3 serve evidence of receipt of payment of the FRCGW remittance.

# 31 Foreign Resident Capital Gains Withholding

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

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

# THESE ARE THE SPECIAL CONDITIONS ANNEXED TO CONTRACT FOR SALE OF LAND DATED THE DAY OF

BETWEEN (the Vendor)

And (the Purchaser)

# 1. Amendments to the 2022 Contract for Sale of Land

Standard Clause 5,2.3 is hereby amended by deleting "a reasonable time" and inserting in its place "twenty one (21) days".

Standard Clause 10.1 is hereby amended to include after the word "terminate" the words "nor delay settlement"

Standard Clause 14.4.2 is deleted.

Standard Clause 23.13 is hereby amended by deleting "at least 7 days".

Standard Clause 23.14 is hereby amended by deleting the first sentence ending with "does not apply to this condition".

Standard Clause 30.7 is hereby amended by deleting all words after "at another place".

#### 2. Agent

The Purchaser warrants that he was not introduced to the property or to the Vendor by any real estate agent or other person entitled to claim commission as a result of this sale (other than the Vendor's agent, if any, specified in the Contract) and the Purchaser shall indemnify the Vendor, to the intent that this indemnity shall not merge or be extinguished on completion of this Contract, against any claim for commission by any real estate agent or other person arising out of any such introduction of the Purchaser and against all claims and expenses of and incidental to the defence and determination of any such claim made against the Vendor.

# 3. Notice to Complete

Notwithstanding any rule of law or equity to the contrary, it is expressly agreed between the parties that any Notice to Complete given by either party to the other party under this Contract shall be sufficient as to time if a period of 14 days from the date of service of the Notice is allowed for completion. The party that issues the Notice to Complete shall also be at liberty to withdraw such Notice to Complete and re-issue another one at anytime.

Should the Vendor issue a Notice to Complete in accordance with this contract, the Purchaser shall also be entitled to pay to the Vendor the sum of \$220.00 in addition to the purchase price, being the agreed additional legal costs for the issuing of the Notice to Complete.

# 4. Death or Liquidation

Without in any way limiting, negating or restricting any rights or remedies which would have been available to either party at law or in equity had this clause not been included, should either party (and if more than one person comprises that first party then any one of them) prior to completion:

- (a) die or become mentally ill or be declared bankrupt, then either party may rescind this Contract by notice in writing to the other party's Solicitor and thereupon this Contract shall be at an end and the provisions of clause 19 shall apply; or
- (b) a company have a petition for its winding up presented or enter into any scheme of arrangement with its creditors or have a liquidator receiver or official manager of it appointed, then the first party shall be in default under this Contract.

#### 5. Interest

If this Contract is not completed by the completion date, then in addition to any other right that the Vendor may have under this Contract or otherwise the Purchaser shall on completion of this Contract:

- (a) pay to the Vendor interest on the balance of the purchase price and any other monies payable by the Purchaser to the Vendor under this contract.
- (b) the rate of interest is 10% per annum calculated from and including the completion date up to the date on which completion actually occurs on daily rests;
- (c) the obligation of the Purchaser to pay interest to the Vendor is an essential term of this Contract and is agreed that this amount is a genuine preestimate of the Vendor's loss of interest for the purchase money and liability for rates and outgoings: and
- (d) if completion of this Contract is delayed solely as a result of the Vendor default interest is not to be charged for the period during which completion was delayed solely for this reason.

# 6. Inclusions - State of Repair

The Purchaser must accept the furnishings and chattels in their present condition and state of repair. The Vendor is not liable for any loss (other than loss due to the act or default of the Vendor), mechanical breakdown or fair wear and tear in respect of such items occurring after the date of this Contract.

# 7. Electronic Communication

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

Execution by either or both of the parties to the Contract of a facsimile or email copy of this Contract and transmission by facsimile or email of a copy of the Contract executed by that party or their Solicitors to the other party or the other party's Solicitor shall constitute a valid and binding execution of this Contract by such party of parties.

For the purposes of Electronic Transactions Act 1999 (Cth) and Electronic Transactions Act 2000 (NSW) each of the parties consents to receiving and sending the Contract electronically.





NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 409/216388

TIMESEARCH DATE EDITION NO DATE \_\_\_\_ \_\_\_\_\_\_ \_\_\_\_\_\_ 25/3/2019 20/10/2023 3:46 PM 6

LAND

LOT 409 IN DEPOSITED PLAN 216388 LOCAL GOVERNMENT AREA TWEED PARISH OF CUDGEN COUNTY OF ROUS TITLE DIAGRAM DP216388

FIRST SCHEDULE

(T AP142305)

# SECOND SCHEDULE (2 NOTIFICATIONS)

- LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- AP142306 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

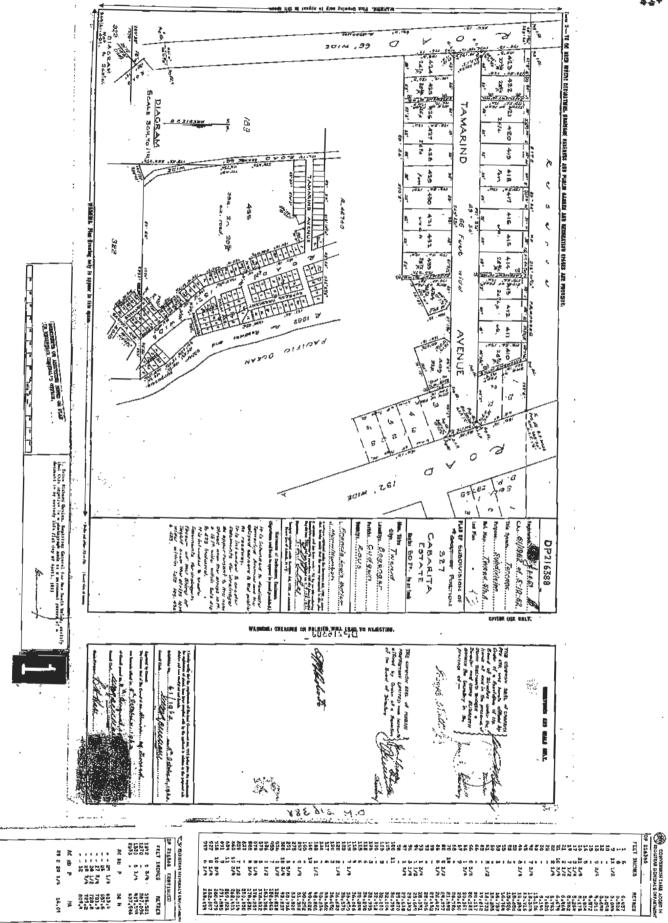
NOTATIONS \_\_\_\_\_

UNREGISTERED DEALINGS: NIL

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

PRINTED ON 20/10/2023







# **Planning Certificate under Section**

10.7 (formerly Section 149)

Environmental Planning and Assessment Act, 1979

Land No. 16039

ePlanCer23/3252

Applicant:

The Conveyancing Leaders

31 Bay Street

TWEED HEADS NSW 2485

Certificate No: Date of Issue:

23/10/2023 Fee Paid: \$67.00 Receipt No:

Your Reference:

eCustomer Reference:

230965 - Smith

Property Description:

Lot 409 DP 216388; No. 2 Tamarind Avenue BOGANGAR

In accordance with the requirements of section 10.7 of the Environmental Planning and Assessment Act 1979 (as amended), the following prescribed matters relate to the land at the date of this certificate.

#### ITEM 1

# Names of relevant planning instruments and development control plans

- (1) The name of each environmental planning instrument and development control plan that applies to the carrying out of development on the land.
- (2)The name of each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land.
- Subsection (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if
  - it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or
  - for a proposed environmental planning instrument—the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved,
- (4)In this section-

proposed environmental planning instrument means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.

# Item 1(1)

The following local environmental planning instrument applies to the carrying out of development on the land:

Tweed Shire LEP 2014

The following State environmental planning policies (SEPPs) apply to the carrying out of development on the land.

State Environmental Planning Policy (Industry and Employment) 2021 - Chapter 3 Advertising and Signage

State Environmental Planning Policy (Housing) 2021 - Chapter 2 Affordable Housing

State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004

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State Environmental Planning Policy (Biodiversity and Conservation) 2021 - Chapter 7 Canal Estate Development

State Environmental Planning Policy (Housing) 2021 - Chapter 3 Diverse Housing

State Environmental Planning Policy (Transport and Infrastructure) 2021 - Chapter 3 Educational Establishments and Child Care Facilities

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

State Environmental Planning Policy (Resilience and Hazards) 2021 - Chapter 3 Hazardous and Offensive Development

State Environmental Planning Policy (Primary Production) 2021 - Chapter 2 Primary Production and Rural Development

State Environmental Planning Policy (Resilience and Hazards) 2021 - Chapter 4 Remediation of Land

State Environmental Planning Policy (Resilience and Hazards) 2021 - Chapter 2 Coastal Management

State Environmental Planning Policy No. 65 - Design Quality of Residential Flat Development

State Environmental Planning Policy (Transport and Infrastructure) 2021 - Chapter 2 Infrastructure

State Environmental Planning Policy (Resources and Energy) 2021 - Chapter 2 Mining, Petroleum Production and Extractive Industries

State Environmental Planning Policy (Biodiversity and Conservation) 2021 - Chapter 2 Vegetation in non-rural areas

State Environmental Planning Policy (Planning Systems) 2021

State Environmental Planning Policy (Sustainable Buildings) 2022

#### Item 1(2)

The following draft local environmental plan(s) and draft planning proposal(s) have been placed on public exhibition and apply to the carrying out of development on the land:

There are no draft Local Environmental Plans currently applying to the subject land.

# Item 1(3)

The following development control plan(s) that have been prepared in draft or adopted may apply to the carrying out of development on the land:

Section A1 - Residential and Tourist Development Code

Section A2 - Site Access and Parking Code

Section A3 - Development of Flood Liable Land

Section A4 - Advertising Signs Code

Section A5 - Subdivision Manual

Section A6 - Biting Midge and Mosquito Control

Section A7 - Child Care Centres

Section A8 - Brothels Policy

Section A9 - Energy Smart Homes Policy

Section A10 - Exempt and Complying Development

Section A13 - Socio Economic Impact Assessment

Section A15 - Waste Minimisation and Management

Section A16 - Preservation of Trees or Vegetation

Section A17 - Business, Enterprise Corridor and General Industrial Zones

Section A18 - Heritage

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Section A19 - Biodiversity and Habitat Management

Section B19 - Bogangar/Cabarita Beach Locality Plan

#### ITEM 2

# Zoning and land use under relevant planning instruments

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

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

# Item 2(a-c)

The subject land is within the following zone(s) and is affected by the following landuse table:

# Zone R3 Medium Density Residential

# 1 Objectives of zone

- To provide for the housing needs of the community within a medium density residential environment.
- To provide a variety of housing types within a medium density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.

#### 2 Permitted without consent

Environmental facilities; Environmental protection works; Home occupations

#### 3 Permitted with consent

Attached dwellings; Boarding houses; Centre-based child care facilities; Community facilities; Group homes; Home industries; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Respite day care centres; Roads; Seniors housing; 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; Boat building and repair facilities; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Entertainment facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Farm stay accommodation; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Local distribution premises; Marinas; Moorings; Mortuaries; Open cut mining; Passenger transport facilities; Public administration buildings; Registered clubs; Research stations; Restricted premises; Rural

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industries; Rural workers' dwellings; Service stations; Sex services premises; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Wharf or boating facilities; Wholesale supplies

[End of Zone R3 Table]

# Item 2(d)

Whether development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions:

Not applicable.

# Item 2(e) - Biodiversity Value:

The subject land is not in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016.

# Item 2(f) - Conservation Area:

The subject land is not within a heritage conservation area identified within the applicable Tweed Local Environmental Plan.

# Item 2(g) - Item of Environmental Heritage:

The subject land does not contain nor constitute an item of environmental heritage as listed in the applicable Tweed Local Environmental Plan.

# Other Clauses under Tweed Local Environmental Plan 2000 (if this Plan applies)

The subject land is not affected by any special clauses in Tweed Local Environmental Plan 2000.

# ITEM 3

#### Contributions Plans:

- (1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.
- (2) If the land is in a special contributions area under the Act, Division 7.1, the name of the area.

The following contributions plan(s) apply (or may apply depending upon proposed future development) to the subject land:

Section 94 Plan No 4 - Tweed Road Contribution Plan

Section 94 Plan No 5 - Open Space Contributions

Section 94 Plan No 11 - Tweed Shire Library Facilities

Section 94 Pian No 12 - Bus Shelters

Section 94 Plan No 13 - Eviron Cemetery

Section 94 Plan No 15 - Developer Contributions for Community Facilities

Section 94 Plan No 18 - Council Administration Offices and Technical Support Facilities

Section 94 Plan No 22 - Cycleways

Section 94 Plan No 26 - Shirewide/Regional Open Space

Section 94 Plan No 32 - Developer Contributions for Heavy Haulage

# ITEM 4

# **Complying Development**

- (1) If the land is land on which complying development may be carried out under each of the complying development codes under <u>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</u>, because of that Policy, clause 1.17A(1)(c)—(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.
- (2) If complying development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.

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

- (a) a restriction applies to the land, but it may not apply to all of the land, and
- (b) the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.
- (4) If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.

#### Part 3 Housing Code

Yes. Complying Development under the Housing Code may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

#### Part 3A Rural Housing Code

Yes. Complying Development under the Rural Housing Code may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

#### Part 3B Low Rise Housing Diversity Code

Yes. Complying Development under the Low Rise Housing Diversity Code may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

# Part 3C Greenfield Housing Code

Yes. Complying Development under the Greenfield Housing Code may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

#### Part 4 Housing Alterations Code

Yes. Complying Development under the Housing Alterations Code may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

#### Part 4A General Development Code

Yes. Complying Development under the General Development Code may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

#### Part 5 Industrial and Business Alterations Code

Yes. Complying Development under the Industrial and Business Alterations Code may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

# Part 5A Industrial and Business Buildings Code

Yes. Complying Development under the Industrial and Business Buildings Code may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

#### Part 5B Container Recycling Facilities Code

Yes. Complying Development under the Container Recycling Facilities Code may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

# Part 6 Subdivisions Code

Yes, Complying Development under the Subdivisions Code may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

## Part 7 Demolition Code

Yes. Complying Development under the Demolition Code may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

#### Part 8 Fire Safety Code

Yes. Complying Development under the Fire Safety Code may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

# Qualifying Statement on Council Data Affecting this Item

Tweed Shire Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land. A restriction applies to the land, but it may not apply to all of the land.

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#### ITEM 5

#### **Exempt Development**

- (1) If the land is land on which exempt development may be carried out under each of the exempt development codes under <u>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</u>, because of that Policy, clause 1.16(1)(b1)-(d) or 1.16A.
- (2) If exempt development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.
- (3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that—
  - (a) a restriction applies to the land, but it may not apply to all of the land, and
  - (b) the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.
- (4) If the exempt development codes are varied, under that Policy, clausa 1.12, in relation to the land.

Yes. Exempt Development may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

#### Qualifying Statement on Council Data Affecting this Item

Tweed Shire Council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land. A restriction applies to the land, but it may not apply to all of the land.

#### ITEM 6

# Affected building notices and building product rectification orders

- (1) Whether the council is aware that-
  - (a) an affected building notice is in force in relation to the land, or
  - a building product rectification order is in force in relation to the land that has not been fully complied with, or
  - (c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.
- (2) In this section—

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

# Item (1)(a-c)

Council is not aware of any affected building notice or building product rectification order or a notice of intention to make a building product rectification order for the subject land.

#### ITEM 7

#### Land reserved for acquisition:

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

The subject land is not identified as being subject to acquisition by a public authority (as referred to in section 3.15 of the EP&A Act 1979) under the provisions of any environmental planning instrument deemed or draft environmental planning instrument.

# ITEM 8

# Road Widening and Road Realignment:

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

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

#### Item B(a-c)

The subject land is not affected by any road widening or realignment proposal under either Division 2 or Part 3 of the Roads Act, 1993, any environmental planning instrument or any resolution of the Council.

#### ITEM 9

#### Flood related development controls

- (1) If the land or part of the land is within the flood planning area and subject to flood related development controls.
- (2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.
- (3) In this section—

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

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

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

# Item 9(1-3)

(1) The land is a flood control lot. Council is aware that the land or part of the land is within the flood planning area and subject to flood related development controls. Flood related development controls, such as the Tweed Local Environmental Plans and minimum floor levels, are prescribed by Development Control Plan Section A3 - Development of Flood Liable Land. Property Flood Reports that provide general flood risk information for this land are available on Council's website.

# Floodplain Risk Management Study

The subject land is situated within the low flow area under the Tweed Valley Floodplain Risk Management Study (and Draft Plan) 2005 - Part 2 Planning Controls for High Flow Areas dated August 2006.

(2) The land or part of the land is not affected by the probable maximum flood.

# **ITEM 10**

# Council and other public authority policies on hazard risk restrictions

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

adopted policy means a policy adopted-

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

Land Slip:

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The council has not adopted a policy to restrict development of the subject land because of the likelihood of land slip. Geotechnical investigations may be required prior to development of some sites, depending upon the characteristics of the site and the nature of development proposed.

#### **Bushfire:**

The Council has adopted a policy to restrict development of the subject land because of the likelihood of bushfire hazard (see Item 11 below).

#### Tidal Inundation:

Council has no records that indicate that the land is affected by tidal inundation. Accordingly, the Council has not adopted a policy to restrict development of the land in respect of tidal inundation.

#### Subsidence:

Council records do not indicate that the land is affected by subsidence. Accordingly, the Council has not adopted a policy to restrict development of the land in respect to subsidence.

#### Acid Sulfate Soils:

The subject land is identified as Class 3 on Councils "Acid Sulfate Soil Planning Map" under the relevant Tweed Local Environmental Plan.

The subject land is identified as Class 4 on Councils "Acid Sulfate Soil Planning Map" under the relevant Tweed Local Environmental Plan.

#### Contamination:

Council has by resolution, adopted a policy which may restrict development of the subject land in respect of potential contamination of that land.

Due to the historical nature of land uses in the Tweed Shire, there is a possibility that land previously used for such purposes as agriculture, industrial, residential, commercial or similar uses would contain contamination. Enquiries should be made at the Council for any information held in their files and enquiries should also be made with all other relevant authorities. Tweed Shire Council has not yet prepared any detailed information as to whether this land is contaminated land.

### Coastal Hazards:

This property is not affected.

# Aircraft Noise:

The subject site does not lie within an Australian Noise Exposure Forecast (ANEF) zone surrounding Gold Coast Airport. Additional information on aircraft noise and the ANEF can be obtained from Gold Coast Airport on (07) 5589 1100 or by visiting their website at http://www.goldcoastairport.com.au/.

#### Any Other Risk:

Council has adopted a policy to restrict development of the subject land due to the following other identified risk:

#### Cattle Tick Dip Sites:

Council records do not indicate that the land is or has been used as a Cattle Tick Dip Site.

# **ITEM 11**

#### **Bush Fire Prone Land**

- (1) If any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bush fire prone land.
- (2) If none of the land is bush fire prone land, a statement to that effect.

The subject land is identified as bush fire prone land in accordance with the Bush Fire Prone Land map certified in accordance with Section 10(3) of the Environmental Planning and Assessment Act 1979, as amended.

# **ITEM 12**

#### Loose-fill asbestos insulation

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

The land is not known to be affected or listed on any register.

#### **ITEM 13**

#### Mine Subsidence:

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

Nο

#### **ITEM 14**

#### Paper subdivision information

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

There is no paper subdivision information relating to this land.

#### ITEM 15

# **Property Vegetation Plans**

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

The subject land is not affected by a Property Vegetation Plan under the Native Vegetation Act 2003.

# **ITEM 16**

# **Biodiversity Stewardship Sites:**

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

#### Note-

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

Council has not been notified of the existence of any biodiversity stewardship agreements by the Chief Executive of the Office of Environment and Heritage.

# **ITEM 17**

# Biodiversity certified land:

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

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#### Note-

Biodiversity certified land includes land certified under the <u>Threatened Species Conservation Act 1995</u>, Part 7AA that is taken to be certified under the <u>Biodiversity Conservation Act 2016</u>, Part 8.

Council is not aware of any Biodiversity Certifications on this site.

#### **ITEM 18**

#### Orders under Trees (Disputes between Neighbours) Act 2006

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

Council has not been notified of any Order made under the Trees (Disputes between Neighbours) Act 2006 to carry out work in relation to a tree on the land.

#### **ITEM 19**

Annual charges under <u>Local Government Act 1993</u> for coastal protection services that relate to existing coastal protection works

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

existing coastal protection works has the same meaning as in the <u>Local Government Act 1993</u>, section 553B.

Note—

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

The subject site is not affected by any Annual Charges for coastal protection services under the Local Government Act 1993.

# **ITEM 20**

# Western Sydney Aerotropolis

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

- (a) in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17, or
- (b) shown on the Lighting Intensity and Wind Shear Map, or
- (c) shown on the Obstacle Limitation Surface Map, or
- (d) in the "public safety area" on the Public Safety Area Map, or
- (e) in the "3 kilometre wildlife buffer zone" or the "13 kilometre wildlife buffer zone" on the Wildlife Buffer Zone Map.

Not applicable to Tweed Shire.

#### **ITEM 21**

# Development consent conditions for seniors housing

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

State Environmental Planning Policy (Housing) 2021, Chapter 3, Part 5 applies to the land.

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There are no historic development consents relating to Seniors Housing on the land.

#### **ITEM 22**

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

- (1) Whether there is a current site compatibility certificate under <u>State Environmental Planning Policy (Housing) 2021</u>, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land and, if there is a certificate—
  - (a) the period for which the certificate is current, and
  - (b) that a copy may be obtained from the Department.
- (2) If <u>State Environmental Planning Policy (Housing) 2021</u>, Chapter 2, Part 2, Division 1 or 5 applies to the land, any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, section 21(1) or 40(1).
- (3) Any conditions of a development consent in relation to land that are of a kind referred to in <u>State Environmental Planning Policy (Affordable Rental Housing) 2009</u>, clause 17(1) or 38(1).
- (4) In this section-

former site compatibility certificate means a site compatibility certificate issued under <u>State Environmental</u> <u>Planning Policy (Affordable Rental Housing) 2009</u>.

# Item (1)(a-b)

There are no current site compatibility certificates under State Environmental Planning Policy (Housing) 2021, or a former site compatibility certificate that council is aware of in relation to the land.

#### Item (2)

State Environmental Planning Policy (Housing) 2021, Chapter 2, Part 2 applies to the land.

There are no development consents of a kind referred to in State Environmental Planning Policy (Housing) 2021, Chapter 2, Part 2, section 21(1) or 40(1) relating to the land.

# Item (3)

There are no development consents of a kind referred to in State Environmental Planning Policy (Affordable Rental Housing) 2009, clause 17(1) or 38(1) relating to the land.

#### Prescribed matters in accordance with the Contaminated Land Management Act 1997

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:

- that the land to which the certificate relates is significantly contaminated land within the meaning of that Act if the land (or part of the land) is significantly contaminated land at the data when the certificate is issued,
- (b) that the land to which the certificate relates is subject to a management order within the meaning of that Act 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 within the meaning of that Act – if it is the subject of such an approved proposal at the date when the certificate is issued,
- (d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act – 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 within the meaning of that Act if a copy of such a statement has been provided at any time to the local authority issuing the certificate.

# (a) Significantly Contaminated Land

As at the date of this certificate, Council has not been notified by the NSW Environment Protection Authority (EPA) that the land is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997.

#### (b) Management Order



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As at the date of this certificate, Council has not been notified by the NSW Environment Protection Authority (EPA) that the land is the subject of a management order within the meaning of the Contaminated Land Management Act 1997.

# (c) Approved Voluntary Management Proposal

As at the date of this certificate, Council has not been notified by the NSW Environment Protection Authority (EPA) that the land is the subject of an approved voluntary management proposal within the meaning of the Contaminated Land Management Act 1997.

# (d) Ongoing Maintenance Order

As at the date of this certificate, Council has not been notified by the NSW Environment Protection Authority (EPA) that the land is the subject of an ongoing maintenance order within the meaning of the Contaminated Land Management Act 1997.

# (e) Site Audit Statement

As at the date of this certificate, Council has not been notified that the land is the subject of a site audit statement within the meaning of Part 4 of the Contaminated Land Management Act 1997. Council has not been notified/provided with a copy of any site audit statement pertaining to the subject land.

# NOTE:

The information contained in this certificate needs to be read in conjunction with the provisions of the Environmental Planning and Assessment Act 1979 and Environmental Planning and Assessment Regulation 2021.

Information provided under Section 10.7(2) is in accordance with the matters prescribed under Schedule 2 of the Environmental Planning and Assessment Regulation 2021.

When information pursuant to Section 10.7(5) is requested, the Council is under no obligation to furnish any particular information pursuant to that Section. The absence of any reference to any matters affecting the land shall not imply that the land is not affected by any matter not referred to in this Certificate.

In addition to the above information you may wish to obtain advice on additional matters affecting the site. A certificate under Section 10.7(5) of the Environmental Planning and Assessment Act 1979 may provide advice on the following additional matters:

- Development Approval/s issued within the last five years;
- Draft Environmental Planning Instruments;
- Tree Preservation Orders;
- Further Information Regarding Contamination;
- Height under Tweed Local Environmental Plan 2000; Tweed City Centre Local Environmental Plan 2012 and Tweed Local Environmental Plan 2014
- Aircraft Noise;
- Future Road Corridor;
- Future Road Widening; and
- Farmland Protection

Council draws your attention to Section 10.7(6) which states that a Council shall not incur any liability in respect of any advice provided in good faith pursuant to subsection (5).

Please contact the Development Assessment Unit for further information about any instruments or affectations referred to in the Certificate.

Affine.

Certificate No: ePlanCer23/3252 Date: 23/10/2023



	TR	OY	GR	REEN
<b>GENER</b>	ΑL	MA	NA	GER

Per .....

Council Reference: DD23/1551 Your Reference: eCustomer Reference: 230965 - Smith



Oustomer Service | 1300 292 872 | (02) 6670 2400

tsc@weed.nsw.gov.au www.tweed.nsw.gov.au



PO Box 816 Murwillumbah NSW 2484 Pesse address all communications

to the General Manager ABN: 90 178 732 496

23 October 2023

The Conveyancing Leaders 31 Bay Street TWEED HEADS NSW 2485

Dear Sir/Madam

Sewer Diagram Lot 409 DP 216388; No. 2 Tamarind Avenue BOGANGAR

Please find enclosed a drainage diagram showing the location of sewer mains in relation to the abovementioned property.

**NOTE:** Council's policy "Work in Proximity to Sewers" precludes the construction of enclosed buildings, inground swimming pools, major retaining walls, etc. directly over public sewers.

Minor variations to this blanket exclusion will be permitted as specifically referenced in the Policy document. You should refer to the policy for further details.

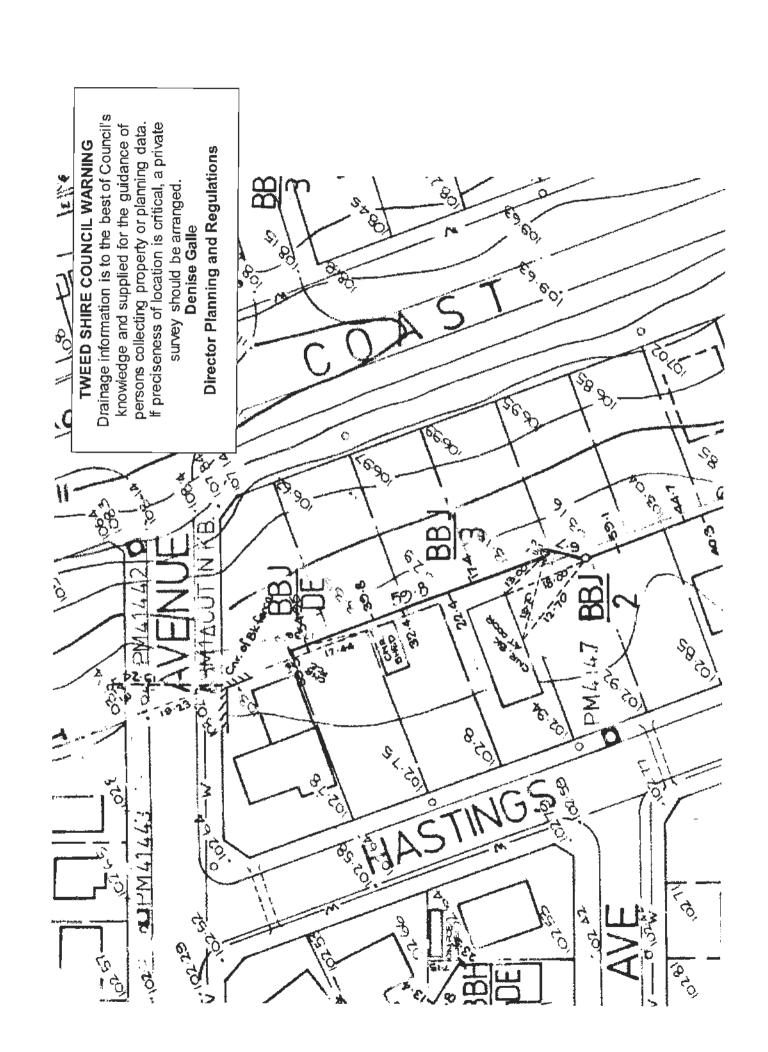
For further information regarding this matter please contact Council's Building and Environmental Health Unit.

Yours faithfully

Marcela Lopez

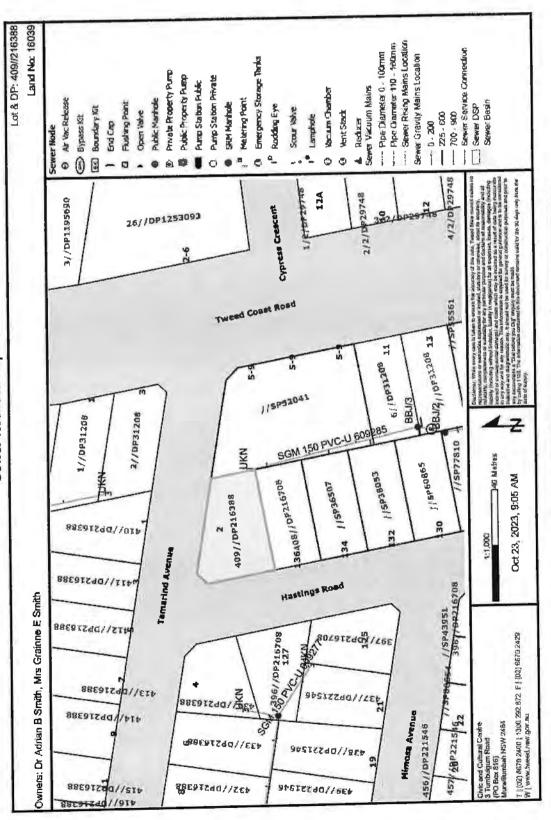
ACTING MANAGER BUILDING AND ENVIRONMENTAL HEALTH

Enclosure





# Sewer Network Report





# **NSW SWIMMING POOL REGISTER**

# Certificate of Registration

Section 30C - Swimming Pools Act 1992

Pool No:

d56cdfac

Property Address:

**2 TAMARIND AVENUE BOGANGAR** 

Date of Registration:

10 January 2018

Type of Pool:

An outdoor pool that is not portable or inflatable

Description of Pool:

INGROUND

The

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

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

# Please remember:

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

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

This is NOT a Certificate of Compliance