

# Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	<b>Osborn George</b> 20A William Street, Raymond Terrace NSW 2324 Email: joel.osborn@osborngorge.com.au	Phone: 4987 3571 Ref: Joel Osborn
co-agent		
vendor		
vendor's solicitor	<b>JLA Conveyancing</b> Level 2, 11 William Street, Raymond Terrace NSW 2324 Email: jacki@jlaconveyancing.com.au	Phone: (02) 4988 6879 Ref: JLA:ST:240272
date for completion	42nd day after the contract date (clause 15)	
land (address, plan details and title reference)	136 Limeburners Creek Road, Limeburners Creek NSW 2324 Lot 115 in Deposited Plan 753196 and Lot 67 in Deposited Plan 753196 Folio Identifiers 115/753196 and 67/753196	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies	
attached copies	<input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: 3 x Detached Sheds; Pergola; Swimming pool	
	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input checked="" type="checkbox"/> air conditioning	<input checked="" type="checkbox"/> clothes line	<input checked="" type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood
	<input type="checkbox"/> blinds	<input checked="" type="checkbox"/> curtains	<input checked="" type="checkbox"/> insect screens	<input type="checkbox"/> solar panels
	<input checked="" type="checkbox"/> built-in wardrobes	<input type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input checked="" type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input checked="" type="checkbox"/> pool equipment	<input type="checkbox"/> TV antenna
	<input checked="" type="checkbox"/> other: Smoke alarm; Garden shed; Pool Table; Shelving in all sheds; 3 x Water tanks; 10 x Dams.			
exclusions	all Livestock; Horse; Tractor.			
purchaser				
purchaser's solicitor				
price	\$			
deposit	\$ _____	(10% of the price, unless otherwise stated)		
balance	\$			
contract date	(if not stated, the date this contract was made)			

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

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

buyer's agent

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

## SIGNING PAGE

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

### Choices

Vendor agrees to accept a **deposit-bond**

NO  yes

**Nominated Electronic Lodgement Network (ELN)** (clause 4):

PEXA

**Manual transaction** (clause 30)

NO  yes

(if yes, vendor must provide further details, including any applicable exception, in the space below):

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

**Land tax** is adjustable

NO  yes

**GST:** Taxable supply

NO  yes in full  yes to an extent

Margin scheme will be used in making the taxable supply

NO  yes

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

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

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

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

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

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

Purchaser must make an *GSTRW payment* (GST residential withholding payment)

NO  yes

(if yes, vendor must provide details)

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*: \$

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

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

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

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

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

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

## List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate	<input type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off-the-plan contract <input type="checkbox"/> 59 other document relevant to off-the-plan contract
<p><b>Home Building Act 1989</b></p> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover	<p><b>Other</b></p> <input checked="" type="checkbox"/> 60- Approval to Operate Sewer System
<p><b>Swimming Pools Act 1992</b></p> <input type="checkbox"/> 28 certificate of compliance <input checked="" type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input checked="" type="checkbox"/> 31 certificate of non-compliance <input checked="" type="checkbox"/> 32 detailed reasons of non-compliance	

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

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

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

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

### **DISPUTES**

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

### **AUCTIONS**

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

## WARNINGS

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

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

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

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

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

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

## 2 Deposit and other payments before completion

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

## 3 Deposit-bond

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

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

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

## 5 Requisitions

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

## 8 Vendor's rights and obligations

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

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *servicing* 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 *servicing* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

## 10 Restrictions on rights of purchaser

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

## 11 Compliance with work orders

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

## 12 Certificates and inspections

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

**13 Goods and services tax (GST)**

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

## 14 Adjustments

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

## 15 Date for completion

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

## 16 Completion

### • Vendor

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

### • Purchaser

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

## 17 Possession

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

**18 Possession before completion**

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

**19 Rescission of contract**

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *servicing* 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 *servicing* a transfer of itself implies acceptance of the *property* or the title.

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

## 21 Time limits in these provisions

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

## 22 Foreign Acquisitions and Takeovers Act 1975

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

## 23 Strata or community title

### • Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
  - a change from a development or management contract or statement set out in this contract; or
  - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
  - due to fair wear and tear;
  - disclosed in this contract; or
  - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

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

## 24 Tenancies

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

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

**26 Crown purchase money**

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

**27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

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

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

### 30 Manual transaction

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

### 31 Foreign Resident Capital Gains Withholding

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

**32 Residential off the plan contract**

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

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NSW 2324

**33. Alterations to the printed form of 2022 NSW Contract for Sale of Land**

- 33.1 Clause 7.1.1 is amended by deleting '5%' and replacing with '\$1.00'.
- 33.2 Clause 18 is amended by including additional Clause 18.8 '*The purchaser cannot make a claim, requisition, objection or delay completion after entering into possession of the property*'.
- 33.3 Clause 25 is amended as follows:
- 33.3.1 Delete the words '*qualified, limited*' in Clause 25.1.1.
- 33.3.2 Delete the words '7 days' and replace with '21 days' in Clause 25.2.
- 33.3.3 Delete Clause 25.7 in its entirety.
- 33.4 Should there be any inconsistency between the 2022 NSW Contract for Sale of Land Clause, pages 1 to 20 inclusive, and these additional Special Conditions, then it is expressly agreed by the parties that these additional Special Conditions shall apply with regard to any such inconsistency.
- 33.5 In the event there are Clauses or Conditions which are void or voidable, then such Clauses or Conditions may be severed from the Contract for Sale and such severance shall not affect the validity or enforceability of the remaining Clauses in this Contract for Sale.

**34. Agreement between Vendor and Purchaser**

- 34.1 The Purchaser agrees and acknowledges that this Contract for Sale constitutes the entire agreement between the Vendor and Purchaser.
- 34.2 The Purchaser agrees and acknowledges that they enter this Contract for Sale not relying upon any advertisement, agreement, brochure, condition, stipulation, statement, warranty or representation made to them by, or on behalf of, the Vendor whatsoever, except as expressly set out in this Contract for Sale.

**35. Completion**

- 35.1 Completion shall take place on the Completion Date as nominated on the front page of the Contract for Sale, being no later than 5pm AEST on that day.
- 35.2 In the event completion has not taken place on the Completion Date as referred to the on the front page of this Contract for Sale, then either party hereto, not being in default hereunder, shall be entitled to serve on the defaulting party a Notice to Complete making time of the essence.
- 35.3 The parties agree that fourteen (14) days shall be reasonable for the purposes of the Notice to Complete as referred to in Special Condition 35.2 above.
- 35.4 In the event the Vendor serves a Notice to Complete upon the Purchaser, the Vendor shall be entitled to claim an amount of \$400.00 exclusive of GST for the Vendor's further legal expenses of issuing such Notice. Such amount shall be paid to the Vendor on settlement, which will form an essential term of this Contract.

**36. Death, Mental Incapacity or Bankruptcy of parties**

- 36.1 Notwithstanding and without negating, restricting or limiting those rights which would have been available to the Vendor and/or Purchaser at Law or in Equity, if either party, or any one or more of them, shall:
- 36.1.1 Die; or
- 36.1.2 Become mentally incapacitated, as defined by the *Mental Health Act*, after entering into this Contract for Sale;

then, the other party may, by notice in writing to the other party's legal representative as nominated on this Contract for Sale, rescind this Contract, whereupon the provisions of Clause 19 shall apply.

- 36.2 Should the Purchaser be declared bankrupt or enter into any scheme or make any assignment of their estate for the benefit of creditors, then the Vendor shall be entitled to rescind this Contract for Sale, whereupon the provisions of Clause 19 shall apply.
- 36.3 In the event the Purchaser is a company, should the company resolve to go into liquidation or be subject to a petition for the company to be wound up; or should a liquidator, receiver or official manager be appointed with respect of such resolution for liquidation or winding up, then the Purchaser Company shall be deemed to be in default hereunder and the Vendor shall be at liberty to exercise all or any of its rights conferred under this Contract for Sale, notwithstanding the Vendors rights under any Guarantor clause.

### **37. Deposit if Contract exchanged subject to Section 66S of the Conveyancing Act, 1919**

#### **(Cooling-off period)**

- 37.1 Should the parties agree that on the making of this Contract that the deposit may be paid by instalments, then notwithstanding any other provision of this Contract, the Purchaser shall pay the deposit by instalments as follows:
- 37.1.1 A sum being 0.25% of the purchase price to be paid on or before the date of this Contract;
- 37.1.2 A sum being the remainder of the ten per cent (10%) deposit, to be paid on or before the expiration of the cooling- off period in accordance with clauses 2.1 and 2.2 of the printed Contract;
- 37.2 The parties hereto acknowledge that the agreement to pay the deposit by instalments is part of the consideration for this Contract.

### **38. Deposit by Instalments**

- 38.1 The Purchaser acknowledges that the deposit payable hereunder is ten per cent (10%) of the purchase price. If the Vendor on the making of this Contract agrees that the deposit may be paid by instalments, then notwithstanding any other provision of this Contract, the Purchaser shall pay the deposit by instalments as follows:
- 38.1.2 the sum equivalent to five per cent (5%) of the purchase price is to be paid on or before the date of this Contract for Sale in accordance with the provisions of 2.1 and 2.2 of the printed Contract; and
- 38.1.3 the balance of the deposit on or before completion of this Contract and the provisions of clause 2.3 shall apply.
- 38.2 The parties hereto acknowledge that the agreement to pay the deposit by instalments is part of the consideration for this Contract.
- 38.3 If the Purchaser commits a breach entitling the Vendor to terminate this Contract for Sale, then the whole of the ten (10%) deposit as stipulated on the front page of this Contract for Sale will become immediately due and payable to the Vendor, notwithstanding this Contract is not completed.
- 38.4 The Vendor shall be entitled to sue the Purchaser for recovery for so much of the ten per cent (10%) deposit which remains outstanding and payable by the Purchaser.
- 38.5 This Clause shall not merge on completion.

**39. Electronic Signatures & Alterations**

- 39.1 The parties acknowledge that in the event signatures which are photocopies, facsimile, email or any other electronic signature are used by either the Vendor or the Purchaser, then such electronic signature is acceptable for the purposes of exchange of Contracts.
- 39.2 The parties cannot make any claim, objection, requisition, delay completion, rescind or terminate this Contract for Sale due to the provisions of this Clause 39.
- 39.3 The parties hereby agree to be bound to any amendment or alteration made to this Contract for Sale, made on their behalf by their legal representative.

**40. Interest for Delayed Completion**

- 40.1 If the Purchaser fails to complete this Contract by the completion date, then, and without prejudice to all other remedies and causes of action available to the Vendor, the Purchaser shall be obliged to pay to the Vendor on completion, in addition to the balance of the purchase monies, an amount calculated at eight per cent (8%) per annum interest on the purchase price.
- 40.2 Such interest shall be calculated on a daily rate, payable from the completion date up to and including the actual date of completion.
- 40.3 It is an essential term of this Contract for Sale that such interest be paid to the Vendor, in the event the Vendor is entitled to same due to the failure by the Purchaser to complete this Contract for Sale on the completion date.

**41. Requests by Purchaser**

- 41.1 Should the parties agree that a cooling-off period will apply to this Contract and the Purchaser requests an extension of time for such cooling-off period following an exchange of Contracts, then, the Purchaser shall pay a fee of \$110.00 to the Vendor's Conveyancer being for the Vendor's legal costs incurred as a result of the Purchaser's request, made for the Purchaser's benefit.
- 41.2 Should the Purchaser request an earlier Completion Date following the exchange of Contracts, or make a request for early access, then the Purchaser shall pay a fee of \$150.00 to the Vendor's Conveyancer being for the Vendor's legal costs incurred as a result of such request, made for the Purchaser's benefit.

**42. Present State of Condition & Repair and Inclusions**

- 42.1 The property, land and improvements subject to this Contract for Sale are sold to the Purchaser in their current state of condition and repair, with all defects both latent and patent, subject to any contamination, dilapidation and/or infestation, subject to any non-compliance and/or any breach of Council Planning Regulations, Council Development Control Plans, State Planning Legislation, Australian Building Codes, Restrictions or Covenants, Landscape and/or Design Guidelines or Design Review Committee approval processes. The Purchaser acknowledges they have made and rely upon their own inquiries, investigations and have satisfied themselves as to the property, land and improvements prior to entering this Contract for Sale and shall not be entitled to call upon the Vendor to carry out any works, repairs or maintenance whatsoever to the property, the improvements or the inclusions.
- 42.2 The Purchaser acknowledges none of the inclusions, unless otherwise stated, are new. Further, the Purchaser accepts the said inclusions on the date on which the Purchaser is entitled to possession of the property in their current state of condition and repair, with allowance for reasonable wear and tear.
- 42.3 The Vendor shall not be held liable or responsible for the mechanical breakdown of any inclusions between the date of this Contract for Sale and the date upon which the Purchaser takes possession of the property.
- 42.4 The Purchaser cannot make a claim, objection, requisition, claim or delay completion or rescind or terminate this Contract if at any time prior to the completion date:

- 42.4.1 If it is found that the existing fences or improvements are encroaching any boundaries;
- 42.4.2 If it is found there are any encroachments by or upon the land subject to this Contract for Sale;
- 42.4.3 In relation to the services available to the property including but not limited to electricity, telephone, gas and sewer and/or on-site sewage service or the unavailability or illegal installation of any such services;
- 42.4.4 In relation to any posts, fittings, fixtures that pass over, through or on the land subject to this Contract for Sale and/or any easements in respect thereof, or, the absence of any such easements;
- 42.4.5 If it is found that the property subject to this Contract for Sale is affected by the presence, history or location of Aboriginal Artefacts or Aboriginal Objects, whether latent or patent.

**43. Requisitions on Title**

- 43.1 The Purchaser agrees the form of Requisitions on Title which they are entitled to raise pursuant to Clause 5 of this Contract for Sale shall be in the form as annexed to this Contract for Sale.

**44. Settlement**

- 44.1 In the event that the Vendors require the balance deposit funds to complete a simultaneous purchase settlement, the Purchaser's legal representative hereby irrevocably authorises the deposit holder to transfer the balance deposit funds to the Trust Account of the Vendor's Conveyancers Law Agent for use by the Vendor at completion, upon receipt of a written request from the Vendor's Conveyancer. No further written authority is required from the Purchaser's legal representative, relying on this Clause 45.
- 44.2 The Purchaser's legal representative is required to submit their Settlement Adjustment Sheet and copies of their supporting Rates Certificates upon the Vendor's Conveyancer not less than 7 days prior to the Completion Date. In the event the Purchaser's legal representative fails to provide the Settlement Adjustment Sheet at least 7 days prior to settlement, then the Vendor shall be entitled to include an allowance in the Vendor's favour for an amount of \$200.00 being for late submission of the Settlement Adjustment Sheet.

**45. Vendor's Real Estate Agent**

- 45.1 The Purchaser warrants that they were not introduced to the property subject to this Contract for Sale by a Real Estate Agent other than that Agent, if any, as disclosed on the front page of the Contract for Sale and referred to as 'Vendor's Agent'.
- 45.2 The Purchaser will indemnify the Vendor against any claim for commission, costs and including the Vendor's costs of defending any claim that may be brought against the Vendor by an Agent asserting they introduced the Purchaser to the property.
- 45.3 This clause shall not merge on completion.

**46. Christmas & New Year Closure**

- 46.1 In the event this Contract for Sale has a cooling-off period which falls between 5.01pm Friday 20<sup>th</sup> December 2024 and 5pm on Monday 6<sup>th</sup> January 2025, then the parties agree such cooling-off period is extended until 4pm on Tuesday 7<sup>th</sup> January 2025.
- 46.2 In the event this Contract for Sale has a completion date which is to occur on the date of or after Friday 20<sup>th</sup> December 2024 and Monday 6<sup>th</sup> January 2025, then the parties agree that such completion date is set as Tuesday 7<sup>th</sup> January 2025.
- 46.3 In the event either party serves a Notice to Complete which specifies a date for completion which falls after 5pm on Friday 20<sup>th</sup> December 2024 and Monday 6<sup>th</sup> January 2025, then the

parties agree such completion date nominated under the Notice to Complete is varied and agreed for 2.30pm on Tuesday 7<sup>th</sup> January 2025.

46.3.1 In the event the Vendor serves a Notice to Complete on the Purchaser and Special Condition 46.3 is to apply, then the Vendor shall be entitled to penalty interest charges in accordance with Special Condition 40 for each and everyday completion of the sale is delayed, including penalty interest being charged for the period between Friday 20<sup>th</sup> December 2024 and Tuesday 7<sup>th</sup> January 2025.



## RURAL LAND REQUISITIONS

**Vendor:**

**Purchaser:**

**Property:** 136 Limeburners Creek Road Limeburners Creek

**Dated:** 21.10.2024

**Note:** *If the answer to any of these questions is 'yes', please supply full details and a copy of all relevant documentation at least seven days prior to completion, unless otherwise specified.*

### 1. Capacity

(a) Is the vendor under any legal incapacity?

*Such as:*

- *Minority.*
- *Bankruptcy or entering a debt agreement under Part IX or an arrangement under Part X of the Bankruptcy Act 1966 (Cth).*
- *If the vendor is a company, any notice, application or order received by the vendor or made at Court for its winding up, or for the appointment of a receiver, an administrator or a controller).*

(b) If the vendor is a trustee, please provide evidence to establish the trustee's power of sale (*such as a copy of the trust deed, under which the trustee was appointed*).

(c) If any document to be handed over on completion (excluding a discharge of mortgage) is executed under a power of attorney, please provide a certified copy of the registered power of attorney.

### 2. Notices and Orders

(a) Is the vendor aware of or has the vendor received any notice or order or requirement of any authority or any adjoining owner affecting the property?

*Such as:*

- *Orders under either section 121B of the Environmental Planning and Assessment Act 1979 (NSW) or section 124 of the Local Government Act 1993 (NSW).*
- *Notices or orders from Local Land Services about pests or eradication.*
- *Notices from a local council about noxious weeds.*
- *Notices or orders issued under the Environmentally Hazardous Chemicals Act 1985 (NSW).*
- *Notices or orders under section 142 of the Mining Act 1992 (NSW).*

(b) Has any work been done by any authority which might give rise to a notice, order or liability? (*Such as road works done by local council.*)

(c) Has the vendor received any notice (whether oral or written) of proposed orders from Local Land Services or any local council or government authority concerning any proposed action that could affect the property in any way? If so, please provide particulars including any copies of any relevant correspondence.

### 3. Title

(a) Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances.

(b) On or before completion, any mortgage or caveat or priority notice or writ (other than a caveat or priority notice lodged by or on behalf of the purchaser) must be discharged, withdrawn or cancelled as the case may be or, in the case of a mortgage, priority notice or caveat, an executed discharge or withdrawal handed over on completion.

(c) Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.

(d) When and where may the title documents be inspected?

**4. Adjustments**

- (a) All outgoing referred to in clause 14 of the Contract must be paid up to and including the date of completion.
- (b) Is the vendor liable to pay land tax (including surcharge land tax) or is the property otherwise charged or liable to be charged with land tax? If so:
  - (i) To what year has a return been made?
  - (ii) What is the taxable value of the property for land tax purposes for the current year?

**5. Unregistered Rights**

Is the vendor aware of any unregistered rights over the property, such as an easement, right of way, or any right of use or occupation?

**6. Personal Property Securities Act 2009 (Cth) ("PPS Act")**

- (a) Are there any interests recorded against the vendor on the Personal Property Securities Register?  
If yes:
  - (i) Do such registrations relate to any personal property included in this sale?
  - (ii) In relation to all registrations in respect of the vendor or any personal property included in the sale (including the property and any inclusions), the vendor must provide on or prior to completion:
    - (A) a release from each secured party, in respect of the personal property together with a written undertaking from each secured party to register a financing change statement which reflects that release in the case of serial numbered goods and personal property specifically described; or
    - (B) a statement by each secured party in accordance with section 275(1)(b) of the PPS Act confirming that no debt or obligation is secured by the registration; or
    - (C) a written approval or correction in accordance with section 275(1)(c) of the PPS Act confirming that the personal property is not or will not be as at completion personal property in respect of which the registration is granted.
- (b) Please provide:
  - (i) Full names (including any former names) and dates of birth of all vendors.
  - (ii) ABNs and ACNs of all vendor companies, partnerships and trusts.
  - (iii) Full names (including any former names) and dates of birth of all directors of the vendor companies.

**7. Tenancies**

- (a) Vacant possession of the property must be given on completion unless the Contract provides otherwise.
- (b) Are there any agreements or arrangements which would create a "tenancy" as defined in section 4 of the *Agricultural Tenancies Act 1990* (NSW), (such as *farming, grazing, share farming or agistment agreements*), or a residential tenancy agreement as defined in section 13 of the *Residential Tenancies Act 2010* (NSW)?  
If yes please provide:
  - (i) Particulars of the nature of the tenancy.
  - (ii) The date of any termination of the tenancy.
  - (iii) Particulars of any written instrument (please supply a copy at least 14 days prior to completion).
  - (iv) Particulars of any oral agreement.
  - (v) Particulars of any bond or security.
- (c) Where there is a tenancy:
  - (i) Has the tenant carried out any improvements on the property, with or without the vendor's consent, for which the tenant is entitled to compensation from the vendor?
  - (ii) Has the vendor carried out any improvement on the property for which the tenant is liable to compensate the vendor?
  - (iii) Are there any unresolved disputes between the vendor and a tenant pursuant to an agreement which creates an interest in land?
  - (iv) Are there any fixtures on the property which the tenant may have right to access or removal?
  - (v) Are there any details/documents that record the condition of the property at the commencement of the tenancy? If yes, please provide copies.

## 8. Buildings

- (a) Are there any structures on the property which require approval for their current use, but do not have such approval?
- (b) Are there any structures on the property that are required to have the approval of the local council but do not?
- (c) Have the provisions of the *Local Government Act 1993* (NSW) and the *Environmental Planning and Assessment Act 1979* (NSW) been complied with?
- (d) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
- (e) Has the vendor a survey? If so, please provide a copy.
- (f) Has the vendor a Building Certificate and/or Final Occupation Certificate which relates to any current buildings or structures? If so, it should be handed over on completion. Please provide a copy.
- (g) In respect of any residential building work carried out in the last ten years:
  - (i) Please identify the building work carried out;
  - (ii) When was the building work completed?
  - (iii) Please state the builder's name and licence number (or provide a copy of any owner-builder permit relating to the work);
  - (iv) Please provide details of any insurance under the *Home Building Act 1989* (NSW).
- (h) Has there been any complaint or insurance claim made, or any circumstances known to the vendor which may warrant a complaint or insurance claim due to the non-completion, defective work or otherwise from a breach of the statutory warranties under the *Home Building Act 1989* (NSW) related to residential building work carried out on the property? If so, full details should be provided.
- (i) Do any structures on the property contain loose-fill asbestos insulation? If so:
  - (i) which structures?
  - (ii) is the property listed on the loose-fill asbestos insulation register?
- (j) Have the structures on the property been tested for loose-fill asbestos insulation?

## 9. Swimming pools

If there is a swimming pool:

- (a) Has the pool been approved by the local council?
- (b) Is it subject to the requirements of the *Swimming Pools Act 1992* (NSW)? If not, why not?
- (c) Does it comply with all the requirements of the *Swimming Pools Act 1992* (NSW) and regulations made under that Act?
- (d) Has a fence and signage been erected around the swimming pool?
- (e) Has the vendor obtained a certificate of non-compliance pursuant to clause 18BA of the *Swimming Pools Regulation 2008* (NSW)? If so, and the certificate is not attached to the contract, please provide a copy of the certificate and the details of the non-compliance.
- (f) Have any notices, directions or orders issued under the *Swimming Pools Act 1992* (NSW) and/or regulations made under that Act?
- (g) Has the vendor obtained a certificate of compliance pursuant to section 22D of the *Swimming Pools Act 1992* (NSW)? If so, and the certificate is not attached to the contract, please provide a copy.
- (h) If a certificate of compliance is not attached to the Contract, please provide evidence of registration, eg. certificate of registration of the swimming pool pursuant to section 30C of the *Swimming Pools Act 1992* (NSW), and a relevant occupation certificate within the meaning of the *Swimming Pools Act 1992* (NSW).
- (i) Any original certificate of non-compliance, certificate of compliance and relevant occupation certificate held must be handed over at completion.
- (j) Where a certificate of compliance includes a reference to an exemption, please provide the details of the exemption granted by council.
- (k) Has the vendor received any notification of the cancellation of a certificate of compliance? If so please provide a copy.

**10. Solar Panels**

- (a) Do any of the improvements erected at the property have solar panels?
- (b) Is there any energy buy back arrangement in place? If so, can it be assigned to the purchaser?
- (c) Please provide a copy of the supply agreement for the solar panels including particulars of the Contract price.
- (d) Does the supply agreement provide for assignment to a new owner of the property?
- (e) Does the rate per kW of power generated in dollar terms remain constant during the term of the supply agreement?
- (f) Is there a net meter for any solar panels?
- (g) Are there any arrangements in relation to a voluntary feed in tariff?
- (h) Is there a battery storage system? If so please advise details of the system.

**11. Rates**

- (a) What government, local government or statutory authorities levy rates on the property? (*Such as local council or Local Land Services*).
- (b) Has the property been declared "farmland" for rating purposes under the *Local Government Act 1993* (NSW)?
- (c) Are there any deferred rates attaching to the property? Please provide particulars.

**12. Boundary fences**

- (a) Are there any boundary or give and take fences on the property? If so where are they located?
- (b) Are there any boundaries along watercourses and, if so, how are they fenced?
- (c) Are there any notices from neighbours or statutory authorities about the erection or repair of any boundary fence or give and take fence?
- (d) Is there any agreement, written or oral, with any neighbour about the erection or repair of a boundary fence?

**13. Soil conservation**

- (a)
  - (i) Are there any agreements about soil conservation affecting the property?
  - (ii) Please provide copies of any licences or agreements.
  - (iii) Are there any monies outstanding under any licence or agreement?
- (b) Is the land or any part of it within an area of erosion hazard under the *Soil Conservation Act 1938* (NSW)?
- (c) Is there any charge or any other outstanding liability affecting the land under section 22(5) of the *Soil Conservation Act 1938* (NSW)?
- (d) Are there any circumstances known to the vendor that could give rise to soil conservation liabilities in the future?

**14. Timber**

- (a) Are there any agreements with any authority or anyone else about the felling or removal of timber from the property? If so,
  - (i) Please provide copies of any licences or agreements.
  - (ii) Are there any monies outstanding under any licence or agreement?Please provide details and copies of any relevant documents as soon as possible, and in any event not later than 14 days before completion.
- (b) Is the vendor aware of any of the following being granted to or held by the vendor or any other person under the *Forestry Act 2012* (NSW) in respect of the property:
  - (i) Forest lease or licence;
  - (ii) Forest products licence;
  - (iii) Clearing licence;
  - (iv) Profit-a-prendre; or
  - (v) Any other lease, licence, permit, right or interest?Please provide details and copies of any relevant documents as soon as possible, and in any event not later than 14 days before completion.

**15. Water**

- (a) Is the vendor entitled to have water supplied to the property by any authority? If so, please supply details and if any meter or works are situated on lands other than the property please advise what rights or agreements exist.
- (b) Is any water available to the property:
  - (i) From any well, bore or dam that is not wholly on the property and if so where?
  - (ii) Under any private water agreement? If so, what rights exist in respect to any private water agreement and please supply copies of any agreement.
- (c) Is the land in a water sharing plan area under the *Water Management Act 2000* (NSW)?
- (d) Does the vendor hold any water rights or licence, permit or authority under the *Water Act 1912* (NSW) or the *Water Management Act 2000* (NSW); or, the benefit of any applications under either Act not yet dealt with? Please supply copies of all licences, permits, authorities, applications or correspondence in respect of such applications.
- (e) Is the vendor liable to any authority, or to any other person, to pay for water or for water rights?
- (f) (i) Have any dams or other earthworks been constructed on any water course on the property?  
(ii) If so, was any permission for the construction sought or given by any relevant authority?
- (g) Are there any bore trusts that affect the property? If so, please provide:
  - (i) The name and contact details of the secretary or relevant office bearer of the trust;
  - (ii) Details of licences or permits in respect of the bore;
  - (iii) If water is conveyed from the bore to the property through other properties please supply details of owners of those properties and copies of any easements or agreements.
- (h) If there is a dam on the property which exceeds the maximum harvestable right dam capacity which is used for irrigation or which is used for watering a commercial crop or an intensive livestock industry:-
  - (i) Has the dam been approved by and registered with NSW Office of Water?
  - (ii) Has a licence issued for the dam? If so, please provide a copy of the licence.
  - (iii) Did the dam require the approval of local council? If so, please provide a copy of such approval.
- (i) Are there any points of supply of water not wholly located within the boundaries of the land? If so are appropriate easements in place?
- (j) Are there any levee banks on the property? If so was a licence obtained and are they constructed in accordance with the licence?
- (k) Have all earthworks requiring development consent on the property been fully approved?

**16. Electricity**

- (a) Which electricity authority supplies electricity to the property?
- (b) Is there any money owing to that authority for capital works? If so, please furnish full particulars.

**17. Access, roads and enclosure permits**

- (a) Is access to the property at any point over any land other than a main or public road?  
(*Such as a right of way or access over Local Land Services property.*)
- (b) Are there any rights of way or other easements over the property?
- (c) Is the vendor aware of any proposal to close, or any application or pending application to close or any proposal to purchase any road adjacent to the property?
- (d) Is the vendor aware of any proposed realignment on any road adjacent to the property?
- (e) Is there any main road, public road Crown road or travelling stock route through the property at any point?
- (f) Is there any enclosure permit that attaches to the property? If so, please furnish full particulars.
- (g) Has the vendor or a predecessor in title made an application to close or to purchase a road within the property or any other road which provides access to the property? If so, please advise the status of the application.

**18. Rural workers accommodation**

- (a) Is there any building situated on the land for the accommodation of rural workers?
- (b) If so:
- (i) Have the requirements of the *Rural Workers Accommodation Act 1969* (NSW) and *Work Health and Safety Act 2011* (NSW) been complied with?
  - (ii) Is the vendor aware of any notice, prosecution or proceedings including enforcement proceedings, under the *Rural Workers Accommodation Act 1969* (NSW) and *Work Health and Safety Act 2011* (NSW) that have been instituted or threatened against the vendor or any previous owner of the property?
  - (iii) Does the vendor have planning approval for rural workers accommodation?

**19. Stock diseases**

- (a) Are there any quarantine or other notices or orders or undertakings relating to stock on the property including stock on agistment or stock not owned by the vendor? (*Such as notices or orders made about anthrax, lice, brucellosis or footrot, Ovine Johnes Disease (OJD) or Bovine Johnes Disease (BJD).*)
- (b) Has any order been made under section 62 of the *Biosecurity Act 2015* (NSW)?

**20. Pollution**

- (a) Are there any sheep or other stock dips, whether used or disused, on the property? If so, where on the property are they located?
- (b) Are there any outstanding notices or orders under the *Environmentally Hazardous Chemicals Act 1985* (NSW)?
- (c) Has the vendor or any tenant, share farmer or previous owner used any chemicals on the property which could give rise to any problems with chemical residues under the *Environmentally Hazardous Chemicals Act 1985* (NSW) or the *Contaminated Land Management Act 1997* (NSW)?
- (d) Has any Preliminary Investigation Order been made under section 10 or a Management Order been made under section 14 of the *Contaminated Land Management Act 1997* (NSW)? If so, has the land been declared to be significantly contaminated land within the meaning of section 11 of the *Contaminated Land Management Act 1997* (NSW)?
- (e) Is there, or has there ever been, any underground fuel tank on the property? If so:-
- (i) Where is/was it?
  - (ii) Is it still in use? If not, has it been emptied of fuel and decommissioned?
- (f) Is there or has there been any fuel tank which may have leaked, causing soil pollution? If so, please supply full information about where it is, or was, situated.

**21. Effluent Disposal Systems**

- (a) Is there a septic sewage disposal system on the property? If so, please supply evidence of registration of it with the local council.
- (b) If there is no septic sewage disposal system and there is a house on the property, please supply details of the effluent disposal system used and evidence of registration with the local council.
- (c) Has the local council inspected the septic sewage disposal system? If so when?
- (d) Please provide copies of any correspondence from the local council in relation to effluent disposal, including as to any septic sewage disposal system on the property.

**22. Resumptions**

Is the vendor aware of any resumption, proposed resumption, proposed purchase or proposed occupation of the property by any public authority? If so, please furnish full particulars at least 14 days prior to completion.

**23. Fixtures**

- (a) Are the fixtures or inclusions in the sale free of encumbrances?
- (b) Any chattels not owned by the vendor, or owned by the vendor or any other person and not included in this sale, must be removed prior to completion.

**24. Crown land**

- (a) Are there any amounts owing to the Crown for rent or for balance of purchase moneys? If so, please supply full details.
- (b) Is there any application or pending application to the Crown for conversion or purchase from the Crown? If so, please advise the status of the application or pending application.

**25. Pipelines**

Is the vendor aware of any licence, permit or easement for any pipeline over the property, either under the *Pipelines Act 1967* (NSW) or otherwise? If so:-

- (a) Please provide copies any licences, permits or easements.
- (b) Are there any monies outstanding under any licences or permits?
- (c) Please advise the location of any licences, permits or easements.

**26. Mining**

(a) Has the vendor any rights or entitlements, or received any notices, under the:

- (i) *Mining Act 1992* (NSW); or
- (ii) *Petroleum (Onshore) Act 1991* (NSW)?

If so please provide details and provide a copy of any relevant documentation.

(b) Is the property within a mine subsidence district? If so:

- (i) Has the erection or alteration of any improvement required approval? Please provide a copy.
- (ii) Was the improvement erected or altered in accordance with the terms of the approval?

**27. National Parks and Wildlife**

(a) Is there any interim protection order in force over any part of the property under section 91B of the *National Parks and Wildlife Act 1974* (NSW)?

(b) Is there a conservation agreement affecting the property, or any part of it, under section 69B of the *National Parks and Wildlife Act 1974* (NSW)?

(c) Is there a Wildlife Refuge Agreement in place in respect of the property under section 68 of *National Parks and Wildlife Act 1974* (NSW)?

If so please provide details and provide a copy of any relevant documentation

**28. Native vegetation**

(a) Is the property subject to a Property Vegetation Plan as defined in the *Native Vegetation Act 2003* (NSW)(now repealed) or a private native forestry plan under Part 5C of Schedule 11 to the *Biodiversity Conservation Act 2016* (NSW)? If so please provide details and provide a copy of any relevant documentation.

(b) Has the vendor carried out, or caused to be carried out, on the property any clearing of native vegetation? If so:

- (i) Was clearing carried out pursuant to a development consent?
- (ii) If so, was clearing carried out in accordance with the terms and conditions of that consent or plan?
- (iii) Was clearing carried out pursuant to a Property Vegetation Plan approved under the *Native Vegetation Act 2003* (NSW)(now repealed)?
- (iv) If not, was clearing carried out in accordance with Part 5A of the *Local Land Services Act 2013* (NSW)?
- (v) Has the permitted clearing been completed?
- (vi) If not, what is the extent of the clearing yet to be completed?
- (vii) Please provide a copy of any mandatory code compliance certificate that has issued under the *Local Land Services Act 2013* (NSW).
- (viii) Is any part of the property a set-aside area under the provisions of Part 5C of Schedule 11 to the *Biodiversity Conservation Act 2016* (NSW)? If so, please provide details, including any details entered in a public register.

(c) Has the Director General made any 'stop work' order under section 37 or given directions for remedial work under section 38 of the *Native Vegetation Act 2003* (NSW)(now repealed) or the *Biodiversity Conservation Act 2016* (NSW) in respect of the property?

(d) Has the vendor, or any previous owner, ever been prosecuted for clearing native vegetation illegally from the property? If so, please provide full details including a copy of any written outcome of such proceedings.

**29. Threatened Species**

- (a) Is the vendor aware of any endangered species, endangered populations, endangered ecological communities, vulnerable species or vulnerable ecological communities as defined in the *Threatened Species Conservation Act 1995* (NSW)(now repealed) or threatened species or threatened ecological communities as defined in the *Biodiversity Conservation Act 2016* (NSW) on the property?
- (b) In reference to the *Threatened Species Conservation Act 1995* (NSW)(now repealed) are there, or has there ever been, as far as the vendor is aware, any of the following relating to the property:
  - (i) Critical habitat declared under section 47 and notified on the Register kept by the Director General of the National Parks and Wildlife Service under section 55?
  - (ii) Any recovery plan published under section 67?
  - (iii) Any draft threat abatement plan published under section 84?
  - (iv) Any licence to harm or pick threatened species population or ecological communities or damage habitat, granted under section 91?
- (c) Has there been any species impact statement prepared either for the purposes of the *Threatened Species Conservation Act 1995* (NSW)(now repealed) in accordance with section 110 or for the purposes of the *Environmental Planning and Assessment Act 1979* (NSW)?
- (d) Has there been any stop work order made by the Director General under section 91AA or any interim protection order made under Part 6A of the *National Parks and Wildlife Act 1974* (NSW)?
- (e) Has any part of the property been declared an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016* (NSW)? If the answer is yes to any of the questions above please supply full details.

**30. Native Title**

- (a) Is the vendor aware of any Native Title claim lodged under the *Native Title Act 1993* (Cth), or acts validated under the *Native Title (New South Wales) Act 1994* (NSW)?
- (b) If so, has the vendor filed an interest to be involved in the determination of such claim under either the Commonwealth or NSW legislation?
- (c) If the land is a lease from the Crown, has the use purpose of the lease been altered since 1 January 1994 or is it in the process of being altered? If so, please provide a copy of the undertaking from the Crown not to seek from the lessee any reimbursement of compensation payable by the Crown to Native Title holders.

**31. Aboriginal Sites**

- (a) Has the vendor or any predecessor in title entered into a voluntary or compulsory conservation agreement concerning Aboriginal sites or relics? If so, please provide a copy of that agreement/s.
- (b) Is the vendor aware of any Aboriginal places, objects, artefacts or relics on any part of the property? If so, where are they located?

**32. Environment**

- (a) Has the vendor undertaken any activity that constitutes a 'controlled action' under the *Environment Protection and Biodiversity Conservation Act 1999* (Cth)? If so please provide details.
- (b) Has the vendor received any order or direction, or given any undertaking, under the *Biosecurity Act 2015* (NSW)? If so please provide details.
- (c) Are there any registered or unregistered conservation agreements under the *Biodiversity Conservation Act 2016* (NSW) affecting the property (such as Biodiversity Stewardship Agreements, Conservation Agreements and Wildlife Refuge Agreements)?
- (d) Are there any registered or unregistered conservation agreements not covered by the *Biodiversity Conservation Act 2016* (NSW)?

**33. Foreign resident capital gains withholding measure**

- (a) Is the transaction an excluded transaction within the meaning of s14-215 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("TA Act")?
- (b) If not attached to the contract, does the vendor hold or has the vendor applied for a clearance certificate within the meaning of s14-220 of Schedule 1 to the TA Act?
- (c) If not attached to the contract, does the vendor hold or has the vendor applied for a variation made under s14-235 of Schedule 1 to the TA Act?

**34. Agreements or disagreements affecting the property**

- (a) Has the vendor or any predecessor in title entered into any agreements not otherwise referred to in these requisitions, with anyone else affecting the property? If so, please provide details and provide a copy of any relevant documentation.
- (b) Are there any legal proceedings threatened, pending or not concluded that involve the property in any way?

**35. Completion**

- (a) If the vendor has or is entitled to have possession of the title deeds, any Certificate Authentication Code must be provided seven days prior to completion.
- (b) Please list any documents to be handed over on completion in addition to the certificate of title, transfer and any discharge of mortgage.
- (c) If applicable, has the vendor submitted a Request for CoRD Holder consent to the outgoing mortgagee?
- (d) Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.



FOLIO: 67/753196

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SEARCH DATE	TIME	EDITION NO	DATE
18/10/2024	3:58 PM	4	24/6/2015

LAND

-----

LOT 67 IN DEPOSITED PLAN 753196  
LOCAL GOVERNMENT AREA MID-COAST  
PARISH OF TAREAN COUNTY OF GLOUCESTER  
(FORMERLY KNOWN AS PORTION 67)  
TITLE DIAGRAM CROWN PLAN 3780.1497

FIRST SCHEDULE

-----

[REDACTED]

(TZ AJ600550)

SECOND SCHEDULE (2 NOTIFICATIONS)

-----

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 LAND EXCLUDES THE ROAD(S) SHOWN IN THE TITLE DIAGRAM

NOTATIONS

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UNREGISTERED DEALINGS: NIL

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



FOLIO: 115/753196

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SEARCH DATE	TIME	EDITION NO	DATE
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18/10/2024	3:58 PM	4	24/6/2015

LAND

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LOT 115 IN DEPOSITED PLAN 753196  
LOCAL GOVERNMENT AREA MID-COAST  
PARISH OF TAREAN COUNTY OF GLOUCESTER  
(FORMERLY KNOWN AS PORTION 115)  
TITLE DIAGRAM CROWN PLAN 4221.1497

FIRST SCHEDULE

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(TZ AJ600550)

SECOND SCHEDULE (1 NOTIFICATION)

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1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND  
CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)

NOTATIONS

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NOTE: THIS FOLIO MAY BE ASSOCIATED WITH A CROWN TENURE WHICH IS  
SUBJECT TO PAYMENT OF AN ANNUAL RENT. FOR FURTHER DETAILS CONTACT  
CROWN LANDS.

UNREGISTERED DEALINGS: NIL

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

**WALLAROBBA SHIRE**



Papers 08.1664  
 DISTRICT

**PLAN OF PORTION 67**

County of Gloucester Parish of Tarean

Land District of Gloucester Land Board District of Maitland Eastern Division

RESUMED AREA N<sup>o</sup> PASTORAL HOLDING

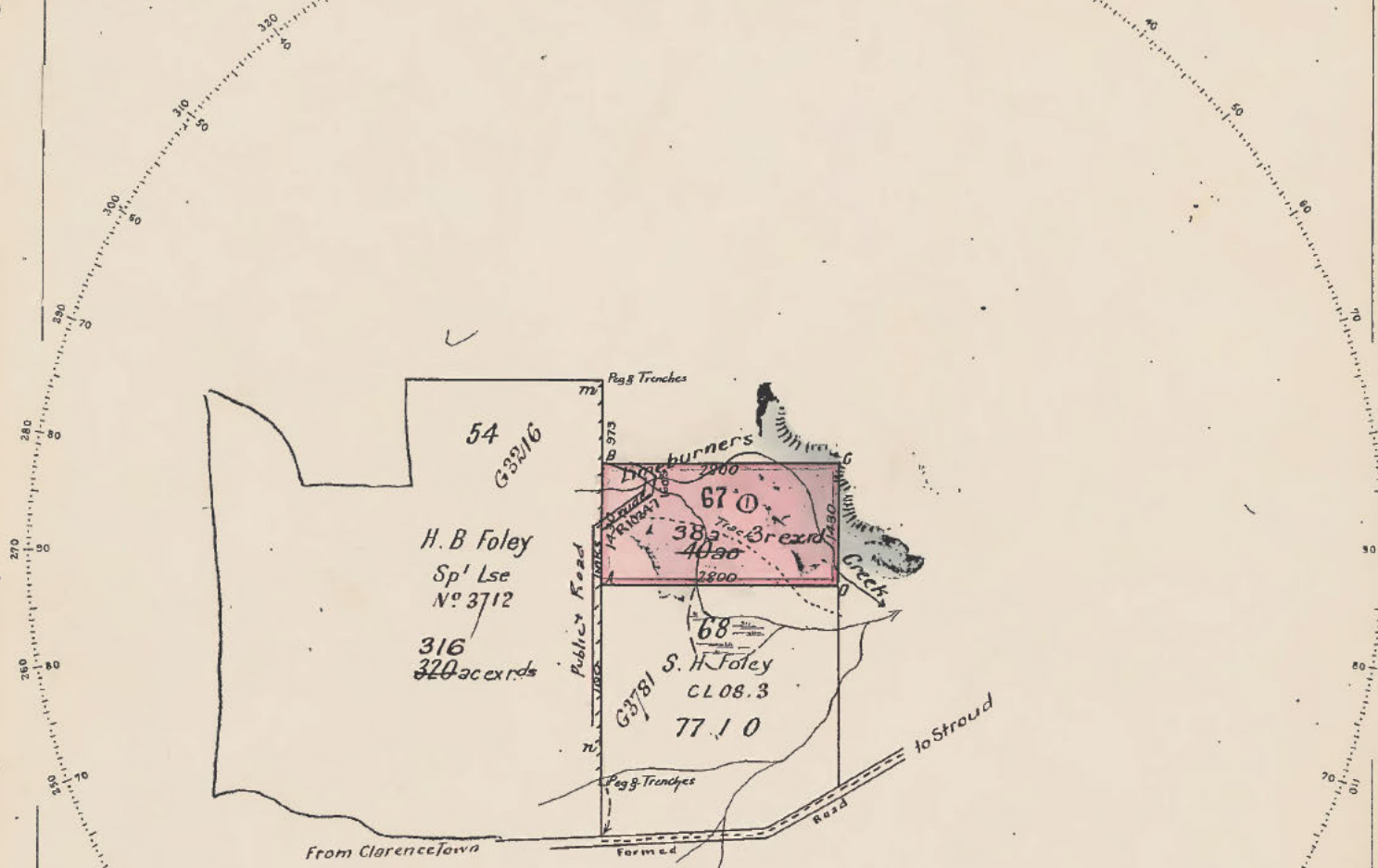
Applied for under the 26<sup>th</sup> Section of the Crown Lands Act of 1884 by Stephen Henry Foley

Set apart for O.C. Por Clat 13/4 perac Gaz 26.6.07 available 18.7.07

CP 08.3. Jan'y 2<sup>nd</sup>

Land resumed for road R10347.1803 Gaz 25<sup>th</sup> Oct. 1911, Rds 11.97 No depth restriction, S.H.

O.C. P08.3 Stephen Henry Foley Sales 33-8529 Sale completed



Undulating. Fair pasture land, heavily timbered with Gum, Stringybark, Mahogany, Bloodwood, Ironbark, Apple and Oak.

STANDARD TRACING PREPARED

**PLAN MICROFILMED**

**NO ADDITIONS OR AMENDMENTS TO BE MADE**

Azimuth taken from TIV TIV  
 Field Book Vol. 1923 Folio 7

Reference to Corners

Corner	Bearing	From	Links	N <sup>o</sup> on Plan
A	305° 00'	Gum	110.0	67. 68
B	347° 00'	-	222	67
C	Stringybark in Corner	-	-	67
D	296° 30'	-	123.5	67. 68

Improvements Fence £ 6. 8. 8

Reference to Traverse

Line	Bearing	Distance

I hereby certify that I in person made and on the 28<sup>th</sup> March completed the survey represented on this plan on which are written the bearings and lengths of the lines measured by me and I declare that the survey has been executed in accordance with the regulations published for the guidance of Licensed Surveyors and the practice of the Department of Lands.

S. C. Dawson Licensed Surveyor

Transmitted to the District Surveyor with my letter of 1<sup>st</sup> May N<sup>o</sup> 08/20

Voucher N<sup>o</sup> 08.20 Passed 7.18.11 H.A.H.  
 Calculation Book N<sup>o</sup> 19.8.08  
 Checked and Charted by J. B. Noyah 21.8.08  
 Examined by J. B. Noyah 21.8.08  
 Plan approved 21<sup>st</sup> August 1908  
 Draftsman-in-Charge

Scale 20 Chains to an Inch.

G3780-1497

Authenticated by Turner & Pederson.

# WALLAROBBA SHIRE

Set apart for A.C.P. Cl. ACPL. A.H.S. ASI @ 13/4 per ac ✓  
 Gaz. 22.9.09 avail 21.10.09

Papers  
 11/904

## PLAN OF PORTION 115

### County of Gloucester Parish of Tarean

Land District ~~Maitland~~ <sup>Now Gloucester</sup> ~~Shoal~~ Land Board District ~~Maitland~~ Eastern Division

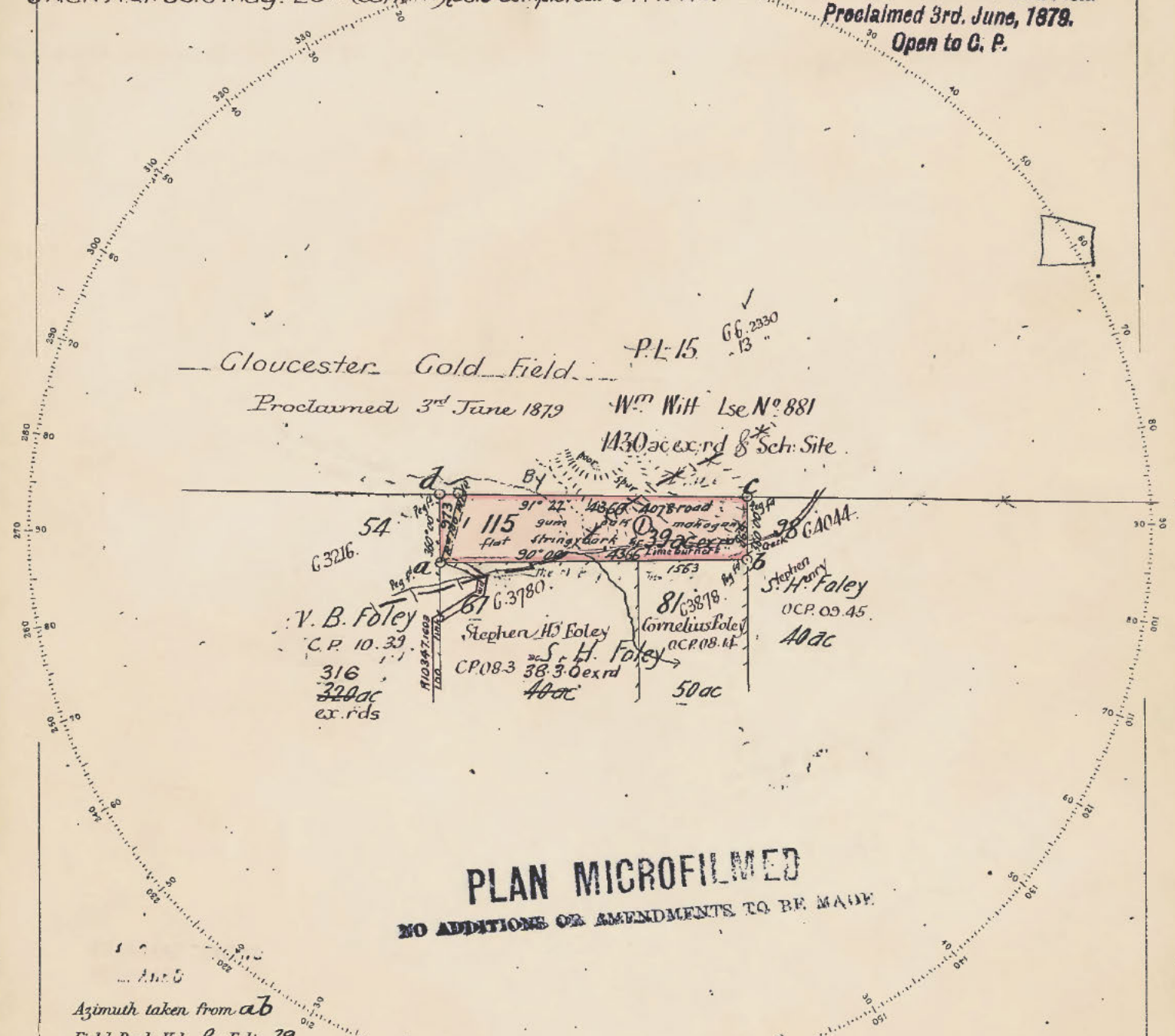
RESUMED AREA N<sup>o</sup> PASTORAL HOLDING

Applied for under the <sup>5<sup>th</sup></sup> Section of the Crown Lands Act of 1905 by Stephen Henry Foley

Cl. 10. 23 Aug. 11<sup>th</sup>

Now A.C.P. 38.6 May. 20<sup>th</sup> (Com. 5<sup>th</sup>) <sup>(Stephen Henry Foley)</sup> Sale completed. 547.10446.

PHY Within the Gloucester Gold Field  
 Proclaimed 3<sup>rd</sup> June, 1879.  
 Open to C. P.



**PLAN MICROFILMED**

NO ADDITIONS OR AMENDMENTS TO BE MADE

Azimuth taken from *ab*  
 Field Book Vol. B Folio 39

Reference to Corners

Corner	Bearing	From	Links	1 <sup>st</sup> on Tree
a	347	Gum	22.2	67-115
b	296° 45'	Mahag.	22.8	81-115
c	225° 03'	Stragb.	23.1	98-115
d	111° 51'	Gum	54.3	54-115

Reference to Traverse

Line	Bearing	Distance
1	15° 35'	1008
4221-1497		

I hereby certify that I in person made and on the 2<sup>nd</sup> Feb'y 1911 completed the survey represented on this plan on which are written the bearings and lengths of the lines measured by me and I declare that the survey has been executed in accordance with the regulations published for the guidance of Licensed Surveyors and the practice of the Department of Lands.

*Colin North* Licensed Surveyor  
 Transmitted to the District Surveyor with my letter of 7<sup>th</sup> Feb'y 1911/4  
 Voucher N<sup>o</sup> 11:7 Passed by 16.6, APR 6.5. 11  
 Calculation Book N<sup>o</sup> Folio  
 Checked and Charted by *B. Kelly* 4. May 11  
 Examined *H.C. Campbell* 5/11/1901  
 Plan approved 6 May 11

Improvements N<sup>o</sup> 11

Checked on Head Office Maps  
*W. H. H. H. H.* 1911  
 Examined  
 21 June 1911

Scale 20 Chains to an Inch.

*W. H. H. H.*  
 Draftsman-in-Charge  
 Lithographed by Turner & Parsons.

Case N<sup>o</sup> G4221 11497

**PLANNING CERTIFICATE**  
Information provided pursuant to SCHEDULE 2 of the  
Environment Planning and Assessment Regulation 2021

**APPLICANT:** JLA Conveyancing  
2/11 William Street  
RAYMOND TERRACE NSW 2324

**Certificate No:** PC2024/3767

**Certificate Date:** 22/10/2024

**Property:** 136 Limeburners Creek Road LIMEBURNERS CREEK NSW 2324

**Title:** Lot 115 DP 753196

**Land No:** 624569

**Applicant's Ref:** SB240272

**IMPORTANT: Please read this certificate carefully.**

The information provided in this certificate relates only to the land described above. If you need information about an adjoining property or nearby land, a separate certificate will be required.

All information provided is correct as at the date above. Please note, it is possible for changes to occur within a short time and we recommend you only rely upon a very recent certificate.

For more information on this Planning Certificate please contact our Customer Experience team on 02 7955 7777.

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Adrian Panuccio  
**GENERAL MANAGER**

## SECTION 10.7(2)

The following matters relate to the land, as required by section 10.7(2) of the *Environmental Planning and Assessment Act (1979)* (“the Act”) and clause 284 and Schedule 2 of the *Environmental Planning and Assessment Regulation 2021*.

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### ITEM 1 – Names of relevant planning instruments and Development Control Plans

1. **The following environmental planning instruments and development control plans apply to the carrying out of development on the land:**

#### **State Environmental Planning Policies**

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

Detailed information on the local environmental plans and State Environmental Planning Policies listed in this certificate is available at *NSW Legislation – In force* legislation.

#### **Local Environmental Plans**

Great Lakes Local Environmental Plan 2014

#### **Development Control Plans**

Great Lakes Development Control Plan 2014

**2. The following proposed environmental planning instruments and draft development control plans are or have been the subject of community consultation or on public exhibition under the Environmental Planning and Assessment Act 1979, apply to the carrying out of development on the land and:**

**a) Draft environmental planning instruments**

**(i) State Environmental Planning Policies**

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 - Amendment (Complying development for farm buildings, rural sheds and earthworks) – exhibition 15/05/2024 to 14/06/2024

Housing State Environmental Planning Policy amendments: Changes to rules associated with In-fill affordable housing, social and affordable housing, group homes and hostels, temporary supportive accommodation, seniors independent living units, boarding houses and seniors housing – exhibition 22/11/2022 to 13/1/2023

**(ii) Planning Proposal for a Local Environmental Plan**

In accordance with section 1(2) of Schedule 2 of the *Environmental Planning and Assessment Regulation 2021*, the following proposed LEP(s) apply to the land. The following LEP has been the subject of community consultation or has been placed on public exhibition:

Draft MidCoast Local Environmental Plan

Detailed information on the draft MidCoast Local Environmental Plan is available on the NSW Government's *Current LEP Proposals* website; or Mid-Coast Council's website.

**b) Draft Development Control Plans**

No draft development control plans apply to the land.

Information on the draft State Environmental Planning Policies listed in this certificate including any Explanation of Intended Effects for proposed State Environmental Planning Policies is available on the Planning NSW website.

Detailed information on draft environmental planning instruments is available at the Planning NSW website or Mid-Coast Council's website.

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**ITEM 2 – Zoning and land use under relevant planning instruments**

For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a State Environmental Planning Policy or proposed State Environmental Planning Policies)

**(a)-(b) Zone and Land Use Table from Local Environmental Plan**

**Zone RU2 Rural Landscape - (Great Lakes LEP 2014)**

**1 Objectives of zone**

- To encourage sustainable primary industry production by maintaining and enhancing the natural resource base.

- To maintain the rural landscape character of the land.
- To provide for a range of compatible land uses, including extensive agriculture.
- To provide for rural tourism in association with the primary industry capability of the land which is based on the rural attributes of the land.
- To secure a future for agriculture in the area by minimising the fragmentation of rural land and loss of potential agricultural productivity.

## 2 Permitted without consent

Extensive agriculture; Home occupations

## 3 Permitted with consent

Agriculture; Airports; Airstrips; Animal boarding or training establishments; Aquaculture; Backpackers' accommodation; Bed and breakfast accommodation; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cellar door premises; Cemeteries; Centre-based child care facilities; Charter and tourism boating facilities; Community facilities; Crematoria; Depots; Dual occupancies; Dwelling houses; Eco-tourist facilities; Educational establishments; Environmental facilities; Environmental protection works; Exhibition homes; Extractive industries; Farm buildings; Farm stay accommodation; Flood mitigation works; Forestry; Hazardous storage establishments; Helipads; Heliports; Home-based child care; Home businesses; Hotel or motel accommodation; Industrial training facilities; Industries; Information and education facilities; Jetties; Kiosks; Landscaping material supplies; Marinas; Mooring pens; Moorings; Neighbourhood shops; Offensive storage establishments; Open cut mining; Places of public worship; Plant nurseries; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Respite day care centres; Restaurants or cafes; Roads; Roadside stalls; Rural industries; Rural supplies; Secondary dwellings; Sewerage systems; Signage; Timber yards; Transport depots; Truck depots; Veterinary hospitals; Water recreation structures; Water supply systems; Wharf or boating facilities

## 4 Prohibited

Any development not specified in item 2 or 3

Detailed information on the land zone mapping is available at the NSW Planning Portal, Spatial Viewer; or Mid-Coast Council's website.

**Note:** Please be advised that waterways move over time. Consequently, if the property is affected by Zone W1 (Natural Waterways) or W2 (Recreational Waterways), or within close proximity to this zone, a surveyor may need to undertake a survey to ascertain the current property boundaries.

### (c) *Additional permitted uses*

No environmental planning instrument applies additional permitted use provisions to this land.

**Note:** Detailed information on the local environmental plan is available at NSW Legislation – Inforce legislation.

**(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.**

A minimum subdivision lot size may apply to this land under clause 4.1 in the abovementioned Local Environmental Plan. The minimum lot size will be specified in the Minimum Lot Size Map which is available on the NSW Planning Portal.

Additional controls may apply to the land that allow an exception to the minimum lot size prescribed under clause 4.1 of the Local Environmental Plan.

**(e) Is the land in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016?**

No, the land is not identified in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*.

**(f) Is the land within a conservation area, however described?**

*Note: excluding conservation areas otherwise identified under Item 15 – Property vegetation plans; Item 16 – biodiversity stewardship site; or Item 17 – biodiversity certified land.*

No, the land is not identified as being within a conservation area.

**(g) Is there an item of environmental heritage in a local environmental plan?**

No environmental planning instrument identifies an item of environmental heritage on the land.

**Note:** An item of environmental heritage, namely Aboriginal heritage, listed on the Aboriginal Heritage Information Management System (AHIMS), may be situated on the land. The Department of Planning and Environment, Biodiversity and Conservation Division maintains the AHIMS.

**(a)-(b) Zone and Land Use Table in draft local environmental plan**

In accordance with section 1(2) of Schedule 2 of the *Environmental Planning and Assessment Regulation 2021*, the following proposed LEP(s) apply to the land. The following LEP has been the subject of community consultation or has been placed on public exhibition:

Draft MidCoast LEP 2024

Under the draft MidCoast Local Environmental Plan the following matters apply to the land:

**Draft Zone RU4 Primary Production Small Lots**

**1 Objectives of zone**

- To enable sustainable primary industry and other compatible land uses.
- To encourage and promote diversity and employment opportunities in relation to primary industry enterprises, particularly those that require smaller lots or that are more intensive in nature.
- To minimise conflict between land uses within this zone and land uses within adjoining zones.
- To provide for rural tourism in association with the primary industry production capability of the land which is based on the rural attributes of the land.
- To promote productive rural landscapes by minimising the fragmentation of rural land.

- To maintain the rural landscape character of the land.

## 2 Permitted without consent

Environmental protection works; Extensive agriculture; Home businesses; Home occupations

## 3 Permitted with consent

Agritourism; Airstrips; Animal boarding or training establishments; Aquaculture; Artisan food and drink industries; Boat launching ramps; Boat sheds; Camping grounds; Car parks; Cellar door premises; Cemeteries; Charter of tourism boating facilities; Community facilities; Correctional centres; Crematoria; Depots; Dual occupancies; Dwelling houses; Eco-tourist facilities; Educational establishments; Electricity generating works; Emergency services facilities; Environmental facilities; Extractive industries; Farm buildings; Flood mitigation works; Forestry; Function centres; Group homes; Health service facilities; Helipads; Home-based child care; Home industries; Home occupations (sex services); Information and education facilities; Intensive livestock agriculture, Intensive plant agriculture; Jetties; Landscaping material supplies; Markets, Moorings; Open cut mining; Places of public worship; Plant nurseries; Public administration buildings; Recreation areas; Recreation facilities (major); Recreation facilities (outdoor); Respite day care centres; Research stations; Roads; Roadside stalls; Rural industries; Rural supplies; Rural workers' dwellings; School-based child care; Secondary dwellings; Sewerage systems; Signage; Telecommunications facilities; Timber yards; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Waste or resource management facilities; Waste or resource transfer stations; Water recreation structures; Water supply systems; Wharf or boating facilities; Any development not specified in item 2 or 4

## 4 Prohibited

Airports; Air transport facilities; Amusement centres; Backpackers' accommodation; Brothels; Caravan parks; Centre-based child care facilities; Commercial premises; Early education and care facilities; Entertainment facilities; Exhibition homes; Exhibition villages; Freight transport facilities; Funeral homes; Heavy industrial storage establishments; Heavy Industries; Health services facilities; Heliports; Highway service centres; Hotel or motel accommodation; Industrial retail outlets; Industrial training facilities; Industries; Kiosks; Local distribution premises; Marinas; Mooring pens; Mortuaries; Neighbourhood shops; Passenger transport facilities; Port facilities; Recreation facilities (indoor); Registered clubs; Residential accommodation; Restaurants or cafes; Restricted premises; Storage premises; Serviced apartments; Service stations; Sex services premises; Shops; Warehouse or distribution centres; Wholesale supplies

Detailed information on the land zone mapping is available at the NSW Planning Portal, Spatial Viewer; or Mid-Coast Council's website.

**Note:** Please be advised that waterways move over time. Consequently, if the property is affected by Zone W1 (Natural Waterways) or W2 (Recreational Waterways), or within close proximity to this zone, a surveyor may need to undertake a survey to ascertain the current property boundaries.

### (c) *Whether additional permitted uses apply to the land.*

No draft environmental planning instrument applies additional permitted use provisions to this 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.**

A minimum subdivision lot size may apply to this land under clause 4.1 in the draft MidCoast Local Environmental Plan. The minimum lot size will be specified in the Minimum Lot Size Map which is available on the NSW Planning Portal.

Additional controls may apply to the land that allow an exception to the minimum lot size prescribed under clause 4.1 of the draft MidCoast Local Environmental Plan.

**(e) Is the land in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016?**

No, the land is not identified in an area of outstanding biodiversity value under the Biodiversity Conservation Act.

**(f) Is the land within a draft conservation area (however described)?**

*Note: excluding conservation areas otherwise identified under Item 15 – Property vegetation plans; Item 16 – biodiversity stewardship site; or Item 17 – biodiversity certified land.*

No planning proposal for a local environmental plan includes the land in a draft conservation area.

**(g) Is there a draft item of environmental heritage in a planning proposal for a local environmental plan?**

No planning proposal for a local environmental plan includes a draft item of environmental heritage on the land.

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### 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.**

Great Lakes - Open Space Rural Districts Plan 2015  
Great Lakes Wide Contributions Plan 2015  
No draft contribution plans apply to the land.

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

No, the land is not in a special contributions area.

**Note:** In addition to the above developer contribution plans, Development Servicing Plans for water and sewer connection may be applicable, attracting additional contributions for the development, particularly where development will connect to water and/or sewer services.

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## 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 State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.**

The following Complying Development Codes **may** allow complying development to be carried out on land in the following land uses zones:

- Complying Development under **(Part 3) Housing Code** may be carried out on land within the following zones: R1 General Residential; R2 Low Density Residential; R3 Medium Density Residential; R4 High Density Residential; RU5 Village.
- Complying Development under **(Part 3A) Rural Housing Code** may be carried out on land within the following zones: R5 Large Lot Residential; RU1 Primary Production; RU2 Rural Landscape; RU3 Forestry; RU4 Primary Production Small Lots; RU6 Transition.
- Complying Development under **(Part 3B) Low Rise Housing Diversity code** may be carried out on land within the following zones: R1 General Residential; R2 Low Density Residential; R3 Medium Density Residential; RU5 Village.
- Complying Development under **(Part 3C) Greenfield Housing Code** may be carried out on land within the following zones: R1 General Residential; R2 Low Density Residential; R3 Medium Density Residential; R4 High Density Residential; RU5 Village.
- Complying Development under **(Part 3D) Inland Code** does not apply to land within the Mid-Coast local government area.
- Complying Development under **(Part 4) Housing Alterations Code** may be carried out on land within any zone.
- Complying Development under **(Part 4A) General Development Code** may be carried out on land within any zone.
- Complying Development under **(Part 5) Industrial and Business Alterations Code** may be carried out on land within any zone.
- Complying Development under **(Part 5A) Industrial and Business Buildings Code** may be carried out on land within the following zones: E1 Local Centre; E2 Commercial Centre; E3 Productivity Support; E4 General Industrial; E5 Heavy Industrial; MU1 Mixed Use; W4 Working Waterfront; SP3 Tourist.
- Complying Development under **(Part 5B) Container Recycling Facilities Code** may be carried out on land within the following zones: E1 Local Centre; E2 Commercial Centre; E3 Productivity Support; E4 General Industrial; E5 Heavy Industrial; MU1 Mixed Use; W4 Working Waterfront; SP3 Tourist.
- Complying Development under **(Part 6) Subdivisions Code** may be carried out on land within any zone.
- Complying Development under **(Part 7) Demolition Code** may be carried out on land within any zone.
- Complying Development under **(Part 8) Fire Safety Code** may be carried out on land within any zone.

- Complying Development under **(Part 9) Agritourism and Farm Stay Accommodation Code** may be carried out on land within the following zones: RU1 Primary Production; RU2 Rural Landscape; RU4 Primary Production Small Lots.

**(2) The complying development may not be carried out on the land because of the following provisions of Clauses 1.17A(1)(c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of the Policy.**

The provisions of Clauses 1.17A(1)(c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 are not identified on the land. Complying development may be undertaken in accordance with the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* as amended.

**Note:** This information needs to be read in conjunction with the whole of the State Environment Planning Policy. If an identification, restriction or characteristic of land referred to above is not located on or does not comprise, the whole of the relevant land, complying development may be carried out on any part of the land not so identified, restricted or characterised.

**Note:** Information regarding whether the property is affected by flood related development controls or is bushfire prone land is identified in other sections of this certificate. If your property is identified as being impacted by bushfire or flooding, a specific technical assessment of these issues will be required as part of any Complying Development Certificate application under the State Environment Planning Policy, or a development application for any other type of development requiring consent from Council.

**Note:** Despite any references above advising that Complying Development may be undertaken on the land, certain Complying Development may be precluded from occurring on the land due to requirements contained in the remainder of *State Environment Planning Policy (Exempt and Complying Development Codes) 2008*. It is necessary to review the State Environment Planning Policy in detail to ensure that specific types of complying development may be undertaken on the land.

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

Any of the following restrictions may also apply to the land, however, Mid-Coast Council does not have sufficient information to ascertain whether these restrictions apply or how this may affect the extent to which complying development may be carried out:

**1.17A(1) Requirements for complying development for all environmental planning instruments:**

- (c) land that is, or is part of, a wilderness area (within the meaning of the *Wilderness Act 1987*),  
or
- (d) (i) land that comprises an item that is listed on the State Heritage Register under the *Heritage Act 1977* or on which such an item is located, or
- (d) (ii) land subject to an interim heritage order under that Act or on which is located an item that is so subject, or

- (e) land within an environmentally sensitive area.  
Cl.1.5 Interpretation – general environmentally sensitive area means any of the following—
  - (g) land identified in this or any other environmental planning instrument as being of high Aboriginal cultural significance or high biodiversity significance.
  
- (e) land within an environmentally sensitive area.  
Cl.1.5 Interpretation – general environmentally sensitive area means any of the following—
  - (i) land reserved or dedicated under the *Crown Land Management Act 2016* for the preservation of flora, fauna, geological formations or for other environmental protection purposes.
  
- (e) land within an environmentally sensitive area.  
Cl.1.5 Interpretation – general environmentally sensitive area means any of the following—
  - (j) land identified as being critical habitat under the *Threatened Species Conservation Act 1995* or Part 7A of the *Fisheries Management Act 1994*.

**1.17A(3) Requirements for complying development for all environmental planning instruments:**

If an item listed on the State Heritage Register is not located on, or does not comprise, the whole of the relevant land, subclause (1)(d) applies only to the part of the land that is described and mapped on that register.

**1.17A(4) Requirements for complying development for all environmental planning instruments:**

If an item not listed on the State Heritage Register but identified as an item of environmental heritage in an environmental planning instrument does not comprise, or is not located on, the whole of the relevant land, subclause (1)(d) applies only to the part of the land that is described and mapped on that instrument.

**1.19(1) Specific land exemptions for Housing Code, Inland Code, Low Rise Housing Diversity Code, Rural Housing Code, Greenfield Housing Code, Agritourism and Farm Stay Accommodation Code:**

- (b) reserved for a public purpose by an environmental planning instrument, or
  
- (e) identified by an environmental planning instrument as being—
  - (ii) within a river front area, or
  - (iii) within an ecologically sensitive area, or
  
- (i) declared to be a special area under the *Water NSW Act 2014*, or
  
- (j) unsewered land—
  - (ii) in any other drinking water catchment identified in any other environmental planning instrument.

**1.19(4) Specific land exemptions for Housing Alterations Code and General Development Code:**

To be complying development specified for the Housing Alterations Code or the General Development Code, the development must not be carried out on unsewered land—

- (b) in any other drinking water catchment identified in any other environmental planning instrument.

**1.19(5) Specific land exemptions for Industrial and Business Buildings Code:**

- (b) land that is reserved for a public purpose in an environmental planning instrument, or
- (f) land identified by an environmental planning instrument as being—
  - (ii) within a river front area, or
  - (iii) within an ecologically sensitive area, or
- (i) unsewered land—
  - (ii) in any other drinking water catchment identified in any other environmental planning instrument.

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

There are no variations to the exempt development codes within the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* that apply in the Mid-Coast local government area.

For further information on complying development, please refer to the Planning NSW website.

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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 State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.***

- **General Exempt Development Code**  
Under the provisions of the General Exempt Development Code, exempt development may be carried out on the land if it meets the requirements for that exempt development.
- **Advertising and Signage Exempt Development Code**  
Under the provisions of the Advertising and Signage Exempt Development Code, exempt development may be carried out if it meets the requirements of that exempt development.
- **Temporary Uses and Structures Exempt Development Code**  
Under the provisions of the Temporary Uses and Structure Exempt Development Code, exempt development may be carried out if it meets the requirements for that exempt development.

**Note:** This information needs to be read in conjunction with the whole of the State Environment Planning Policy. Despite any references above advising that Exempt Development may be undertaken on the land, certain Exempt Development may be precluded from occurring on the land due to requirements contained in the remainder of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*. It is necessary to review the State Environmental Planning Policy in detail to ensure that specific types of exempt development may be undertaken on the land.

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.***

### 1.16 General requirements for exempt development

- (1) To be exempt development for the purposes of this Policy, the development—
- (a) must meet the relevant deemed-to-satisfy provisions of the *Building Code of Australia*, or if there are no such relevant provisions, must be structurally adequate, and
  - (b) must not, if it relates to an existing building, cause the building to contravene the *Building Code of Australia*, and
    - (b1) must not be carried out on land that is a declared area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016* or declared critical habitat under Part 7A of the *Fisheries Management Act 1994*, and
    - (b2) must not be carried out on land that is, or is part of, a wilderness area (within the meaning of *Wilderness Act 1987*), and
  - (c) must not be carried out on land that is, or on which there is, an item that is listed on the State Heritage Register under the *Heritage Act 1977*, or that is subject to an interim heritage order under that Act, and
  - (d) must not be carried out on land that is described or otherwise identified on a map specified in Schedule 4.

(1A) Despite subclause (1)(c), if development meets the requirements and standards specified by this Policy and that development—

- (a) has been granted an exemption under section 57(2) of the *Heritage Act 1977*, or
- (b) is subject to an exemption under section 57(1A) or (3) of that Act.

The development is exempt development under this Policy.

(1B) If an item listed on the State Heritage Register is not located on, or does not comprise, the whole of the relevant land, subclause (1)(c) applies only to the part of the land that is described and mapped on that register.

(1C) If an item not listed on the State Heritage Register but identified as an item of environmental heritage in an environmental planning instrument does not comprise, or is not located on, the whole of the relevant land, any restriction on carrying out development on the relevant land on which the item is located applies only to the part of the land that is described and mapped on that instrument.

(2) Development that relates to an existing building that is classified under the *Building Code of Australia* as class 1b or class 2–9 is exempt development for the purposes of this Policy only if—

- (a) the building has a current fire safety certificate or fire safety statement, or
- (b) no fire safety measures are currently implemented, required or proposed for the building.

(3) To be exempt development for the purposes of this Policy, the development must—

- (a) be installed in accordance with the manufacturer's specifications, if applicable, and
- (b) not involve the removal or pruning of a tree or other vegetation that requires a permit, approval or development consent, unless the removal or pruning is carried out in accordance with the permit, approval or development consent.

**Example —** A permit or approval may be required under *State Environmental Planning Policy (Biodiversity and Conservation) 2021*, Chapter 2 or other legislation.

(4) (Repealed)

### 1.16A Exempt development on land within 18 kilometres of Siding Spring Observatory

Clauses 1.15 and 1.16 and Part 2 apply to development on land that is less than 18 kilometres from the Siding Spring Observatory, but only if—

- (a) the development does not have, and will not require, any form of lighting, and
- (b) the development is not development that is specified in any of the following provisions of Division 1 of Part 2—
  - (i) Subdivision 6 Balconies, decks, patios, pergolas, terraces and verandahs,
  - (ii) Subdivision 10 Carports,
  - (iii) Subdivision 10A Change of use of premises,
  - (iv) Subdivision 10B Change of use of places of public worship,
  - (v) Subdivision 16 Farm buildings (other than stock holding yards, grain silos and grain bunkers),

- (v1) Subdivision 16A Stock holding yards not used for sale of stock,
- (v2) Subdivision 16B Grain silos and grain bunkers,
- (vi) Subdivision 24 Landscaping structures,
- (vii) Subdivision 27 Minor building alterations (external),
- (viii) Subdivision 27A Mobile food and drink outlets,
- (ix) Subdivision 37 Skylights, roof windows and ventilators.

Yes, Exempt Development may be undertaken in the Mid-Coast local government area.

There is no land within the Mid-Coast local government area identified:

- 1.16 (b1) as a declared area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016* or declared critical habitat under Part 7A of the *Fisheries Management Act 1994*, and
- 1.16(b2) as, or part of, a wilderness area (within the meaning of *Wilderness Act 1987*), and
- 1.16(d) described or otherwise identified on a map specified in Schedule 4 – Land excluded from the General Exempt Development Code.
- 1.16A within 18 kilometres of Siding Spring Observatory.

**Note:** This information needs to be read in conjunction with the whole of the State Environment Planning Policy. Despite any references above advising that Exempt Development may be undertaken on the land, certain Exempt Development may be precluded from occurring on the land due to requirements contained in the remainder of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*. It is necessary to review the State Environmental Planning Policy in detail to ensure that specific types of exempt development may be undertaken on the land.

**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**

**(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.**

Mid-Coast Council does not have sufficient information to ascertain whether the land is listed on the State Heritage Register under the *Heritage Act 1977*, or subject to an interim heritage order under that Act.

**Note:** This information needs to be read in conjunction with the whole of the State Environment Planning Policy. Despite any references above advising that Exempt Development may be undertaken on the land, certain Exempt Development may be precluded from occurring on the land due to requirements contained in the remainder of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*. It is necessary to review the State Environmental Planning Policy in detail to ensure that specific types of exempt development may be undertaken on the land.

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

There are no variations to the exempt development codes within the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* that apply in the Mid-Coast local government area.

**Note:** This information needs to be read in conjunction with the whole of the State Environment Planning Policy. Despite any references above advising that Exempt Development may be undertaken on the land, certain Exempt Development may be precluded from occurring on the land due to requirements contained in the remainder of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*. It is necessary to review the State Environmental Planning Policy in detail to ensure that specific types of exempt development may be undertaken on the land.

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## 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*

No.

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

No.

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

No.

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

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## 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.***

### State Environmental Planning Policies

Council is unable to provide any site-specific information on the provisions of any State Environmental Planning Policy regarding the acquisition of land. Information on State Environmental Planning Policies listed in this certificate is available at *NSW Legislation – In force* legislation.

### Draft State Environmental Planning Policies

Council is unable to provide site-specific information on the provisions of any draft State Environmental Planning Policy regarding the acquisition of land. Information on the draft State Environmental Planning Policies listed in this certificate is available on the Planning NSW website.

### Local Environmental Plan

No, the land is not identified in the Land Reserved for Acquisition map of the local environmental plan.

## Planning Proposal for a Local Environmental Plan or Amendment

No, the land is not identified in the Land Acquisition Layer of a proposed local environmental plan.

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### ITEM 8 – Road widening and road realignment

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

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

No, Council has not been notified that the land is affected by road widening or realignment under the *Roads Act 1993, Part 3, Division 2*.

**(b) an environmental planning instrument, or**

No, the land is not identified as being affected by a proposed road widening or realignment in the local environmental plan.

**(c) a resolution of the council.**

No, the land is not identified by a resolution of Council as being affected by a proposed road widening or realignment.

**Note:** This item relates to Council's road proposals only. Other authorities, including the NSW Roads and Traffic Authority may have road widening proposals.

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### 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.***

Yes, the land in whole or part is affected by 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.***

No, the land in whole or part is not subject to flood related development controls associated with an identified Probable Maximum Flood (PMF) within an adopted Council policy or environmental planning instrument.

**Note:** 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.

**Note:** The information provided in Item 9 is based on the data and information presently available to the Council and on development controls in force as at the date of this certificate. The identification of land as not being subject to flood related development controls does not mean that the land is not, or may not be, subject to flooding or that the land will not in the future be subject to flood related development controls, as additional data and information regarding the land become available.

Details relating to flood risk and flood planning levels may be provided on a Flood Level Certificate. The application form is available in the Forms Library on Council's website.

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### **ITEM 10 – Council and other public authority policies on hazard risk restrictions**

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.

Adopted policy means a policy adopted:

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

Council **has not** adopted a policy or been notified of any adopted policy of another public authority, that restricts development on the land because of the likelihood of landslip, subsidence or salinity.

Council **does have** adopted policies or has been notified of adopted policies of another public authority on matters relating to the risk of bushfire; acid sulfate soils; contamination; aircraft noise; flooding; tidal inundation; sea level rise; and coastal hazards.

Yes, the land is identified as bushfire prone land and therefore development is restricted by the NSW Rural Fire Services policies relating to development on bushfire prone land. Additional information on this hazard restriction can be obtained from the NSW Rural Fire Service website.

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### ITEM 11 – Bush fire prone land

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

The land is identified as being within a bushfire prone area (either whole or part).

**Note:** In accordance with the *Environmental Planning and Assessment Act 1979*, bush fire prone land, in relation to an area, means land recorded for the time being as bush fire prone land on a bush fire prone land map for the area. This mapping is subject to periodic review. Additional mapping information is available on Council's website via the Online Mapping tool.

**Note:** Further details of any applicable restrictions on development of the land associated with Bushfire Prone Land may be obtained by consulting with Council or reviewing the guideline *Planning for Bushfire Protection 2019* (as amended from time to time) available on the NSW Rural Fire Service website.

**Note:** The identification of land as not being bushfire prone does not mean that the land is not, or may not be, affected by bushfire or that the land will not in the future be subject to bushfire related development controls, as additional data and information regarding the land become available.

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### ITEM 12 – Loose – fill asbestos insulation

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

No, Council has not been notified that the land is identified on the register of residential premises under Division 1A of Part 8 of the *Home Building Act 1989*.

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### ITEM 13 – Mine subsidence

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

No, the land is not in a mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.

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### ITEM 14 – Paper subdivision information

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

No, an adopted development plan does not apply to the land.

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

A subdivision order does not apply to the land.

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### ITEM 15 – Property vegetation plans

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

No, Council has not been advised that an approved Property Vegetation Plan applies to this land and continues in force under the *Native Vegetation Act 2003*, Part 4.

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### ITEM 16 – Biodiversity stewardship sites

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

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

No, Council has not been notified that the land is a biodiversity stewardship site.

No, Council has not been notified that the land is under a biobanking agreement under the *Threatened Species Conservation Act 1995*, Part 7A.

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### 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.

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

No, Council has not been notified that the land is biodiversity certified land.

No, Council has not been notified that the land is certified under the *Threatened Species Conservation Act 1995*, Part 7A.

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

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

No, Council has not been notified of an order under the *Trees (Disputes Between Neighbours) Act 2006* that affects the subject land.

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

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

No, the land is not subject to annual charges under the *Local Government Act 1993*, section 496B, for coastal protection services.

**Note:** In this section, existing coastal protection works has the same meaning as in the *Local Government Act 1993*, section 553B. 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.

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**ITEM 20 – Western Sydney Aerotropolis**

The *State Environmental Planning Policy (Precincts—Western Parkland City) 2021* does not apply to land within the Mid-Coast local government area.

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**ITEM 21 – Development consent conditions for seniors housing**

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

Clause 88(2) of the *State Environmental Planning Policy (Housing) 2021* restricts occupation of development approved for seniors housing to:

- a) seniors or people who have a disability,
- b) people who live in the same household with seniors or people who have a disability,
- c) staff employed to assist in the administration and provision of services to housing provided under this Part.

No, Council is not aware of a condition of consent being imposed in terms of a kind referred to in *Chapter 3, Part 5 clause 88(2)* of the *State Environmental Planning Policy (Housing) 2021* in respect of development on the land.

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

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

- a) the period for which the certificate is current, and
- b) that a copy may be obtained from the Department.

No, Council is not aware of a site compatibility verification certificate for affordable rental housing on the land.

2. ***If State Environmental Planning Policy (Housing) 2021, Chapter 2, Part 2, Division 1 or 5 applies to the land, a statement setting out terms of a kind referred to in the Policy, clause 21(1) or 40(1).***

No, Council is not aware of a condition being imposed in terms of a kind referred to in *Chapter 2, Part 2, Division 1 or 5 Clause 21(1) or 40(1) of the State Environmental Planning Policy (Housing) 2021* in respect of development on the land.

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

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

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## ITEM 23 – Water or Sewerage Services

Council has not been advised that water or sewerage services are, or are to be provided to the land under the *Water Industry Competition Act 2006*.

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

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## **GENERAL INFORMATION**

The absence of any reference to a matter affecting the land shall not imply that the land is not affected by that matter not referred to in this certificate.

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 and is provided only to the extent that the Council has been notified by Planning NSW.

Any enquiries regarding State and Regional Environmental Planning Policies should be directed to the Planning NSW website.

Please contact Council's Customer Service team for further information about this Planning Certificate.

Adrian Panuccio  
**GENERAL MANAGER**

**PLANNING CERTIFICATE**  
Information provided pursuant to SCHEDULE 2 of the  
Environment Planning and Assessment Regulation 2021

**APPLICANT:** JLA Conveyancing  
2/11 William Street  
RAYMOND TERRACE NSW 2324

**Certificate No:** PC2024/3768

**Certificate Date:** 22/10/2024

**Property:** 136 Limeburners Creek Road LIMEBURNERS CREEK NSW 2324

**Title:** Lot 67 DP 753196

**Land No:** 624568

**Applicant's Ref:** SB240272

**IMPORTANT: Please read this certificate carefully.**

The information provided in this certificate relates only to the land described above. If you need information about an adjoining property or nearby land, a separate certificate will be required.

All information provided is correct as at the date above. Please note, it is possible for changes to occur within a short time and we recommend you only rely upon a very recent certificate.

For more information on this Planning Certificate please contact our Customer Experience team on 02 7955 7777.

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Adrian Panuccio  
**GENERAL MANAGER**

## SECTION 10.7(2)

The following matters relate to the land, as required by section 10.7(2) of the *Environmental Planning and Assessment Act (1979)* (“the Act”) and clause 284 and Schedule 2 of the *Environment Planning and Assessment Regulation 2021*.

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### ITEM 1 – Names of relevant planning instruments and Development Control Plans

1. **The following environmental planning instruments and development control plans apply to the carrying out of development on the land:**

#### **State Environmental Planning Policies**

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

Detailed information on the local environmental plans and State Environmental Planning Policies listed in this certificate is available at *NSW Legislation – In force* legislation.

#### **Local Environmental Plans**

Great Lakes Local Environmental Plan 2014

#### **Development Control Plans**

Great Lakes Development Control Plan 2014

**2. The following proposed environmental planning instruments and draft development control plans are or have been the subject of community consultation or on public exhibition under the Environmental Planning and Assessment Act 1979, apply to the carrying out of development on the land and:**

**a) Draft environmental planning instruments**

**(i) State Environmental Planning Policies**

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 - Amendment (Complying development for farm buildings, rural sheds and earthworks) – exhibition 15/05/2024 to 14/06/2024

Housing State Environmental Planning Policy amendments: Changes to rules associated with In-fill affordable housing, social and affordable housing, group homes and hostels, temporary supportive accommodation, seniors independent living units, boarding houses and seniors housing – exhibition 22/11/2022 to 13/1/2023

**(ii) Planning Proposal for a Local Environmental Plan**

In accordance with section 1(2) of Schedule 2 of the *Environmental Planning and Assessment Regulation 2021*, the following proposed LEP(s) apply to the land. The following LEP has been the subject of community consultation or has been placed on public exhibition:

Draft MidCoast Local Environmental Plan

Detailed information on the draft MidCoast Local Environmental Plan is available on the NSW Government's *Current LEP Proposals* website; or Mid-Coast Council's website.

**b) Draft Development Control Plans**

No draft development control plans apply to the land.

Information on the draft State Environmental Planning Policies listed in this certificate including any Explanation of Intended Effects for proposed State Environmental Planning Policies is available on the Planning NSW website.

Detailed information on draft environmental planning instruments is available at the Planning NSW website or Mid-Coast Council's website.

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**ITEM 2 – Zoning and land use under relevant planning instruments**

For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a State Environmental Planning Policy or proposed State Environmental Planning Policies)

**(a)-(b) Zone and Land Use Table from Local Environmental Plan**

**Zone RU2 Rural Landscape - (Great Lakes LEP 2014)**

**1 Objectives of zone**

- To encourage sustainable primary industry production by maintaining and enhancing the natural resource base.

- To maintain the rural landscape character of the land.
- To provide for a range of compatible land uses, including extensive agriculture.
- To provide for rural tourism in association with the primary industry capability of the land which is based on the rural attributes of the land.
- To secure a future for agriculture in the area by minimising the fragmentation of rural land and loss of potential agricultural productivity.

## 2 Permitted without consent

Extensive agriculture; Home occupations

## 3 Permitted with consent

Agriculture; Airports; Airstrips; Animal boarding or training establishments; Aquaculture; Backpackers' accommodation; Bed and breakfast accommodation; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cellar door premises; Cemeteries; Centre-based child care facilities; Charter and tourism boating facilities; Community facilities; Crematoria; Depots; Dual occupancies; Dwelling houses; Eco-tourist facilities; Educational establishments; Environmental facilities; Environmental protection works; Exhibition homes; Extractive industries; Farm buildings; Farm stay accommodation; Flood mitigation works; Forestry; Hazardous storage establishments; Helipads; Heliports; Home-based child care; Home businesses; Hotel or motel accommodation; Industrial training facilities; Industries; Information and education facilities; Jetties; Kiosks; Landscaping material supplies; Marinas; Mooring pens; Moorings; Neighbourhood shops; Offensive storage establishments; Open cut mining; Places of public worship; Plant nurseries; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Respite day care centres; Restaurants or cafes; Roads; Roadside stalls; Rural industries; Rural supplies; Secondary dwellings; Sewerage systems; Signage; Timber yards; Transport depots; Truck depots; Veterinary hospitals; Water recreation structures; Water supply systems; Wharf or boating facilities

## 4 Prohibited

Any development not specified in item 2 or 3

Detailed information on the land zone mapping is available at the NSW Planning Portal, Spatial Viewer; or Mid-Coast Council's website.

**Note:** Please be advised that waterways move over time. Consequently, if the property is affected by Zone W1 (Natural Waterways) or W2 (Recreational Waterways), or within close proximity to this zone, a surveyor may need to undertake a survey to ascertain the current property boundaries.

### (c) *Additional permitted uses*

No environmental planning instrument applies additional permitted use provisions to this land.

**Note:** Detailed information on the local environmental plan is available at NSW Legislation – Inforce legislation.

**(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.**

A minimum subdivision lot size may apply to this land under clause 4.1 in the abovementioned Local Environmental Plan. The minimum lot size will be specified in the Minimum Lot Size Map which is available on the NSW Planning Portal.

Additional controls may apply to the land that allow an exception to the minimum lot size prescribed under clause 4.1 of the Local Environmental Plan.

**(e) Is the land in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016?**

No, the land is not identified in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*.

**(f) Is the land within a conservation area, however described?**

*Note: excluding conservation areas otherwise identified under Item 15 – Property vegetation plans; Item 16 – biodiversity stewardship site; or Item 17 – biodiversity certified land.*

No, the land is not identified as being within a conservation area.

**(g) Is there an item of environmental heritage in a local environmental plan?**

No environmental planning instrument identifies an item of environmental heritage on the land.

**Note:** An item of environmental heritage, namely Aboriginal heritage, listed on the Aboriginal Heritage Information Management System (AHIMS), may be situated on the land. The Department of Planning and Environment, Biodiversity and Conservation Division maintains the AHIMS.

**(a)-(b) Zone and Land Use Table in draft local environmental plan**

In accordance with section 1(2) of Schedule 2 of the *Environmental Planning and Assessment Regulation 2021*, the following proposed LEP(s) apply to the land. The following LEP has been the subject of community consultation or has been placed on public exhibition:

Draft MidCoast LEP 2024

Under the draft MidCoast Local Environmental Plan the following matters apply to the land:

**Draft Zone RU4 Primary Production Small Lots**

**1 Objectives of zone**

- To enable sustainable primary industry and other compatible land uses.
- To encourage and promote diversity and employment opportunities in relation to primary industry enterprises, particularly those that require smaller lots or that are more intensive in nature.
- To minimise conflict between land uses within this zone and land uses within adjoining zones.
- To provide for rural tourism in association with the primary industry production capability of the land which is based on the rural attributes of the land.
- To promote productive rural landscapes by minimising the fragmentation of rural land.

- To maintain the rural landscape character of the land.

## 2 Permitted without consent

Environmental protection works; Extensive agriculture; Home businesses; Home occupations

## 3 Permitted with consent

Agritourism; Airstrips; Animal boarding or training establishments; Aquaculture; Artisan food and drink industries; Boat launching ramps; Boat sheds; Camping grounds; Car parks; Cellar door premises; Cemeteries; Charter of tourism boating facilities; Community facilities; Correctional centres; Crematoria; Depots; Dual occupancies; Dwelling houses; Eco-tourist facilities; Educational establishments; Electricity generating works; Emergency services facilities; Environmental facilities; Extractive industries; Farm buildings; Flood mitigation works; Forestry; Function centres; Group homes; Health service facilities; Helipads; Home-based child care; Home industries; Home occupations (sex services); Information and education facilities; Intensive livestock agriculture, Intensive plant agriculture; Jetties; Landscaping material supplies; Markets, Moorings; Open cut mining; Places of public worship; Plant nurseries; Public administration buildings; Recreation areas; Recreation facilities (major); Recreation facilities (outdoor); Respite day care centres; Research stations; Roads; Roadside stalls; Rural industries; Rural supplies; Rural workers' dwellings; School-based child care; Secondary dwellings; Sewerage systems; Signage; Telecommunications facilities; Timber yards; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Waste or resource management facilities; Waste or resource transfer stations; Water recreation structures; Water supply systems; Wharf or boating facilities; Any development not specified in item 2 or 4

## 4 Prohibited

Airports; Air transport facilities; Amusement centres; Backpackers' accommodation; Brothels; Caravan parks; Centre-based child care facilities; Commercial premises; Early education and care facilities; Entertainment facilities; Exhibition homes; Exhibition villages; Freight transport facilities; Funeral homes; Heavy industrial storage establishments; Heavy Industries; Health services facilities; Heliports; Highway service centres; Hotel or motel accommodation; Industrial retail outlets; Industrial training facilities; Industries; Kiosks; Local distribution premises; Marinas; Mooring pens; Mortuaries; Neighbourhood shops; Passenger transport facilities; Port facilities; Recreation facilities (indoor); Registered clubs; Residential accommodation; Restaurants or cafes; Restricted premises; Storage premises; Serviced apartments; Service stations; Sex services premises; Shops; Warehouse or distribution centres; Wholesale supplies

Detailed information on the land zone mapping is available at the NSW Planning Portal, Spatial Viewer; or Mid-Coast Council's website.

**Note:** Please be advised that waterways move over time. Consequently, if the property is affected by Zone W1 (Natural Waterways) or W2 (Recreational Waterways), or within close proximity to this zone, a surveyor may need to undertake a survey to ascertain the current property boundaries.

### (c) *Whether additional permitted uses apply to the land.*

No draft environmental planning instrument applies additional permitted use provisions to this 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.**

A minimum subdivision lot size may apply to this land under clause 4.1 in the draft MidCoast Local Environmental Plan. The minimum lot size will be specified in the Minimum Lot Size Map which is available on the NSW Planning Portal.

Additional controls may apply to the land that allow an exception to the minimum lot size prescribed under clause 4.1 of the draft MidCoast Local Environmental Plan.

**(e) Is the land in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016?**

No, the land is not identified in an area of outstanding biodiversity value under the Biodiversity Conservation Act.

**(f) Is the land within a draft conservation area (however described)?**

*Note: excluding conservation areas otherwise identified under Item 15 – Property vegetation plans; Item 16 – biodiversity stewardship site; or Item 17 – biodiversity certified land.*

No planning proposal for a local environmental plan includes the land in a draft conservation area.

**(g) Is there a draft item of environmental heritage in a planning proposal for a local environmental plan?**

No planning proposal for a local environmental plan includes a draft item of environmental heritage on the land.

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### 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.**

Great Lakes - Open Space Rural Districts Plan 2015  
Great Lakes Wide Contributions Plan 2015  
No draft contribution plans apply to the land.

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

No, the land is not in a special contributions area.

**Note:** In addition to the above developer contribution plans, Development Servicing Plans for water and sewer connection may be applicable, attracting additional contributions for the development, particularly where development will connect to water and/or sewer services.

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## 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 State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.**

The following Complying Development Codes **may** allow complying development to be carried out on land in the following land uses zones:

- Complying Development under **(Part 3) Housing Code** may be carried out on land within the following zones: R1 General Residential; R2 Low Density Residential; R3 Medium Density Residential; R4 High Density Residential; RU5 Village.
- Complying Development under **(Part 3A) Rural Housing Code** may be carried out on land within the following zones: R5 Large Lot Residential; RU1 Primary Production; RU2 Rural Landscape; RU3 Forestry; RU4 Primary Production Small Lots; RU6 Transition.
- Complying Development under **(Part 3B) Low Rise Housing Diversity code** may be carried out on land within the following zones: R1 General Residential; R2 Low Density Residential; R3 Medium Density Residential; RU5 Village.
- Complying Development under **(Part 3C) Greenfield Housing Code** may be carried out on land within the following zones: R1 General Residential; R2 Low Density Residential; R3 Medium Density Residential; R4 High Density Residential; RU5 Village.
- Complying Development under **(Part 3D) Inland Code** does not apply to land within the Mid-Coast local government area.
- Complying Development under **(Part 4) Housing Alterations Code** may be carried out on land within any zone.
- Complying Development under **(Part 4A) General Development Code** may be carried out on land within any zone.
- Complying Development under **(Part 5) Industrial and Business Alterations Code** may be carried out on land within any zone.
- Complying Development under **(Part 5A) Industrial and Business Buildings Code** may be carried out on land within the following zones: E1 Local Centre; E2 Commercial Centre; E3 Productivity Support; E4 General Industrial; E5 Heavy Industrial; MU1 Mixed Use; W4 Working Waterfront; SP3 Tourist.
- Complying Development under **(Part 5B) Container Recycling Facilities Code** may be carried out on land within the following zones: E1 Local Centre; E2 Commercial Centre; E3 Productivity Support; E4 General Industrial; E5 Heavy Industrial; MU1 Mixed Use; W4 Working Waterfront; SP3 Tourist.
- Complying Development under **(Part 6) Subdivisions Code** may be carried out on land within any zone.
- Complying Development under **(Part 7) Demolition Code** may be carried out on land within any zone.
- Complying Development under **(Part 8) Fire Safety Code** may be carried out on land within any zone.

- Complying Development under **(Part 9) Agritourism and Farm Stay Accommodation Code** may be carried out on land within the following zones: RU1 Primary Production; RU2 Rural Landscape; RU4 Primary Production Small Lots.

**(2) The complying development may not be carried out on the land because of the following provisions of Clauses 1.17A(1)(c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of the Policy.**

The provisions of Clauses 1.17A(1)(c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 are not identified on the land. Complying development may be undertaken in accordance with the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* as amended.

**Note:** This information needs to be read in conjunction with the whole of the State Environment Planning Policy. If an identification, restriction or characteristic of land referred to above is not located on or does not comprise, the whole of the relevant land, complying development may be carried out on any part of the land not so identified, restricted or characterised.

**Note:** Information regarding whether the property is affected by flood related development controls or is bushfire prone land is identified in other sections of this certificate. If your property is identified as being impacted by bushfire or flooding, a specific technical assessment of these issues will be required as part of any Complying Development Certificate application under the State Environment Planning Policy, or a development application for any other type of development requiring consent from Council.

**Note:** Despite any references above advising that Complying Development may be undertaken on the land, certain Complying Development may be precluded from occurring on the land due to requirements contained in the remainder of *State Environment Planning Policy (Exempt and Complying Development Codes) 2008*. It is necessary to review the State Environment Planning Policy in detail to ensure that specific types of complying development may be undertaken on the land.

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

Any of the following restrictions may also apply to the land, however, Mid-Coast Council does not have sufficient information to ascertain whether these restrictions apply or how this may affect the extent to which complying development may be carried out:

**1.17A(1) Requirements for complying development for all environmental planning instruments:**

- (c) land that is, or is part of, a wilderness area (within the meaning of the *Wilderness Act 1987*),  
or
- (d) (i) land that comprises an item that is listed on the State Heritage Register under the *Heritage Act 1977* or on which such an item is located, or
- (d) (ii) land subject to an interim heritage order under that Act or on which is located an item that is so subject, or

- (e) land within an environmentally sensitive area.  
Cl.1.5 Interpretation – general environmentally sensitive area means any of the following—
  - (g) land identified in this or any other environmental planning instrument as being of high Aboriginal cultural significance or high biodiversity significance.
  
- (e) land within an environmentally sensitive area.  
Cl.1.5 Interpretation – general environmentally sensitive area means any of the following—
  - (i) land reserved or dedicated under the *Crown Land Management Act 2016* for the preservation of flora, fauna, geological formations or for other environmental protection purposes.
  
- (e) land within an environmentally sensitive area.  
Cl.1.5 Interpretation – general environmentally sensitive area means any of the following—
  - (j) land identified as being critical habitat under the *Threatened Species Conservation Act 1995* or Part 7A of the *Fisheries Management Act 1994*.

**1.17A(3) Requirements for complying development for all environmental planning instruments:**

If an item listed on the State Heritage Register is not located on, or does not comprise, the whole of the relevant land, subclause (1)(d) applies only to the part of the land that is described and mapped on that register.

**1.17A(4) Requirements for complying development for all environmental planning instruments:**

If an item not listed on the State Heritage Register but identified as an item of environmental heritage in an environmental planning instrument does not comprise, or is not located on, the whole of the relevant land, subclause (1)(d) applies only to the part of the land that is described and mapped on that instrument.

**1.19(1) Specific land exemptions for Housing Code, Inland Code, Low Rise Housing Diversity Code, Rural Housing Code, Greenfield Housing Code, Agritourism and Farm Stay Accommodation Code:**

- (b) reserved for a public purpose by an environmental planning instrument, or
  
- (e) identified by an environmental planning instrument as being—
  - (ii) within a river front area, or
  - (iii) within an ecologically sensitive area, or
  
- (i) declared to be a special area under the *Water NSW Act 2014*, or
  
- (j) unsewered land—
  - (ii) in any other drinking water catchment identified in any other environmental planning instrument.

**1.19(4) Specific land exemptions for Housing Alterations Code and General Development Code:**

To be complying development specified for the Housing Alterations Code or the General Development Code, the development must not be carried out on unsewered land—

- (b) in any other drinking water catchment identified in any other environmental planning instrument.

**1.19(5) Specific land exemptions for Industrial and Business Buildings Code:**

- (b) land that is reserved for a public purpose in an environmental planning instrument, or
- (f) land identified by an environmental planning instrument as being—
  - (ii) within a river front area, or
  - (iii) within an ecologically sensitive area, or
- (i) unsewered land—
  - (ii) in any other drinking water catchment identified in any other environmental planning instrument.

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

There are no variations to the exempt development codes within the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* that apply in the Mid-Coast local government area.

For further information on complying development, please refer to the Planning NSW website.

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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 State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.***

- **General Exempt Development Code**  
Under the provisions of the General Exempt Development Code, exempt development may be carried out on the land if it meets the requirements for that exempt development.
- **Advertising and Signage Exempt Development Code**  
Under the provisions of the Advertising and Signage Exempt Development Code, exempt development may be carried out if it meets the requirements of that exempt development.
- **Temporary Uses and Structures Exempt Development Code**  
Under the provisions of the Temporary Uses and Structure Exempt Development Code, exempt development may be carried out if it meets the requirements for that exempt development.

**Note:** This information needs to be read in conjunction with the whole of the State Environment Planning Policy. Despite any references above advising that Exempt Development may be undertaken on the land, certain Exempt Development may be precluded from occurring on the land due to requirements contained in the remainder of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*. It is necessary to review the State Environmental Planning Policy in detail to ensure that specific types of exempt development may be undertaken on the land.

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.***

### 1.16 General requirements for exempt development

- (1) To be exempt development for the purposes of this Policy, the development—
- (a) must meet the relevant deemed-to-satisfy provisions of the *Building Code of Australia*, or if there are no such relevant provisions, must be structurally adequate, and
  - (b) must not, if it relates to an existing building, cause the building to contravene the *Building Code of Australia*, and
    - (b1) must not be carried out on land that is a declared area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016* or declared critical habitat under Part 7A of the *Fisheries Management Act 1994*, and
    - (b2) must not be carried out on land that is, or is part of, a wilderness area (within the meaning of *Wilderness Act 1987*), and
  - (c) must not be carried out on land that is, or on which there is, an item that is listed on the State Heritage Register under the *Heritage Act 1977*, or that is subject to an interim heritage order under that Act, and
  - (d) must not be carried out on land that is described or otherwise identified on a map specified in Schedule 4.

(1A) Despite subclause (1)(c), if development meets the requirements and standards specified by this Policy and that development—

- (a) has been granted an exemption under section 57(2) of the *Heritage Act 1977*, or
- (b) is subject to an exemption under section 57(1A) or (3) of that Act.

The development is exempt development under this Policy.

(1B) If an item listed on the State Heritage Register is not located on, or does not comprise, the whole of the relevant land, subclause (1)(c) applies only to the part of the land that is described and mapped on that register.

(1C) If an item not listed on the State Heritage Register but identified as an item of environmental heritage in an environmental planning instrument does not comprise, or is not located on, the whole of the relevant land, any restriction on carrying out development on the relevant land on which the item is located applies only to the part of the land that is described and mapped on that instrument.

(2) Development that relates to an existing building that is classified under the *Building Code of Australia* as class 1b or class 2–9 is exempt development for the purposes of this Policy only if—

- (a) the building has a current fire safety certificate or fire safety statement, or
- (b) no fire safety measures are currently implemented, required or proposed for the building.

(3) To be exempt development for the purposes of this Policy, the development must—

- (a) be installed in accordance with the manufacturer's specifications, if applicable, and
- (b) not involve the removal or pruning of a tree or other vegetation that requires a permit, approval or development consent, unless the removal or pruning is carried out in accordance with the permit, approval or development consent.

**Example —** A permit or approval may be required under *State Environmental Planning Policy (Biodiversity and Conservation) 2021*, Chapter 2 or other legislation.

(4) (Repealed)

### 1.16A Exempt development on land within 18 kilometres of Siding Spring Observatory

Clauses 1.15 and 1.16 and Part 2 apply to development on land that is less than 18 kilometres from the Siding Spring Observatory, but only if—

- (a) the development does not have, and will not require, any form of lighting, and
- (b) the development is not development that is specified in any of the following provisions of Division 1 of Part 2—
  - (i) Subdivision 6 Balconies, decks, patios, pergolas, terraces and verandahs,
  - (ii) Subdivision 10 Carports,
  - (iii) Subdivision 10A Change of use of premises,
  - (iv) Subdivision 10B Change of use of places of public worship,
  - (v) Subdivision 16 Farm buildings (other than stock holding yards, grain silos and grain bunkers),

- (v1) Subdivision 16A Stock holding yards not used for sale of stock,
- (v2) Subdivision 16B Grain silos and grain bunkers,
- (vi) Subdivision 24 Landscaping structures,
- (vii) Subdivision 27 Minor building alterations (external),
- (viii) Subdivision 27A Mobile food and drink outlets,
- (ix) Subdivision 37 Skylights, roof windows and ventilators.

Yes, Exempt Development may be undertaken in the Mid-Coast local government area.

There is no land within the Mid-Coast local government area identified:

- 1.16 (b1) as a declared area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016* or declared critical habitat under Part 7A of the *Fisheries Management Act 1994*, and
- 1.16(b2) as, or part of, a wilderness area (within the meaning of *Wilderness Act 1987*), and
- 1.16(d) described or otherwise identified on a map specified in Schedule 4 – Land excluded from the General Exempt Development Code.
- 1.16A within 18 kilometres of Siding Spring Observatory.

**Note:** This information needs to be read in conjunction with the whole of the State Environment Planning Policy. Despite any references above advising that Exempt Development may be undertaken on the land, certain Exempt Development may be precluded from occurring on the land due to requirements contained in the remainder of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*. It is necessary to review the State Environmental Planning Policy in detail to ensure that specific types of exempt development may be undertaken on the land.

**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**

**(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.**

Mid-Coast Council does not have sufficient information to ascertain whether the land is listed on the State Heritage Register under the *Heritage Act 1977*, or subject to an interim heritage order under that Act.

**Note:** This information needs to be read in conjunction with the whole of the State Environment Planning Policy. Despite any references above advising that Exempt Development may be undertaken on the land, certain Exempt Development may be precluded from occurring on the land due to requirements contained in the remainder of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*. It is necessary to review the State Environmental Planning Policy in detail to ensure that specific types of exempt development may be undertaken on the land.

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

There are no variations to the exempt development codes within the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* that apply in the Mid-Coast local government area.

**Note:** This information needs to be read in conjunction with the whole of the State Environment Planning Policy. Despite any references above advising that Exempt Development may be undertaken on the land, certain Exempt Development may be precluded from occurring on the land due to requirements contained in the remainder of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*. It is necessary to review the State Environmental Planning Policy in detail to ensure that specific types of exempt development may be undertaken on the land.

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## **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**

No.

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

No.

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

No.

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

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## 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.***

### State Environmental Planning Policies

Council is unable to provide any site-specific information on the provisions of any State Environmental Planning Policy regarding the acquisition of land. Information on State Environmental Planning Policies listed in this certificate is available at *NSW Legislation – In force* legislation.

### Draft State Environmental Planning Policies

Council is unable to provide site-specific information on the provisions of any draft State Environmental Planning Policy regarding the acquisition of land. Information on the draft State Environmental Planning Policies listed in this certificate is available on the Planning NSW website.

### Local Environmental Plan

No, the land is not identified in the Land Reserved for Acquisition map of the local environmental plan.

### Planning Proposal for a Local Environmental Plan or Amendment

No, the land is not identified in the Land Acquisition Layer of a proposed local environmental plan.

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## ITEM 8 – Road widening and road realignment

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

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

No, Council has not been notified that the land is affected by road widening or realignment under the *Roads Act 1993, Part 3, Division 2*.

***(b) an environmental planning instrument, or***

No, the land is not identified as being affected by a proposed road widening or realignment in the local environmental plan.

***(c) a resolution of the council.***

No, the land is not identified by a resolution of Council as being affected by a proposed road widening or realignment.

**Note:** This item relates to Council's road proposals only. Other authorities, including the NSW Roads and Traffic Authority may have road widening proposals.

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## 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.**

Yes, the land in whole or part is affected by 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.**

No, the land in whole or part is not subject to flood related development controls associated with an identified Probable Maximum Flood (PMF) within an adopted Council policy or environmental planning instrument.

**Note:** 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.

**Note:** The information provided in Item 9 is based on the data and information presently available to the Council and on development controls in force as at the date of this certificate. The identification of land as not being subject to flood related development controls does not mean that the land is not, or may not be, subject to flooding or that the land will not in the future be subject to flood related development controls, as additional data and information regarding the land become available.

Details relating to flood risk and flood planning levels may be provided on a Flood Level Certificate. The application form is available in the Forms Library on Council's website.

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## ITEM 10 – Council and other public authority policies on hazard risk restrictions

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.

Adopted policy means a policy adopted:

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

Council **has not** adopted a policy or been notified of any adopted policy of another public authority, that restricts development on the land because of the likelihood of landslip, subsidence or salinity.

Council **does have** adopted policies or has been notified of adopted policies of another public authority on matters relating to the risk of bushfire; acid sulfate soils; contamination; aircraft noise; flooding; tidal inundation; sea level rise; and coastal hazards.

Yes, the land is identified as bushfire prone land and therefore development is restricted by the NSW Rural Fire Services policies relating to development on bushfire prone land. Additional information on this hazard restriction can be obtained from the NSW Rural Fire Service website.

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### ITEM 11 – Bush fire prone land

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

The land is identified as being within a bushfire prone area (either whole or part).

**Note:** In accordance with the *Environmental Planning and Assessment Act 1979*, bush fire prone land, in relation to an area, means land recorded for the time being as bush fire prone land on a bush fire prone land map for the area. This mapping is subject to periodic review. Additional mapping information is available on Council's website via the Online Mapping tool.

**Note:** Further details of any applicable restrictions on development of the land associated with Bushfire Prone Land may be obtained by consulting with Council or reviewing the guideline *Planning for Bushfire Protection 2019* (as amended from time to time) available on the NSW Rural Fire Service website.

**Note:** The identification of land as not being bushfire prone does not mean that the land is not, or may not be, affected by bushfire or that the land will not in the future be subject to bushfire related development controls, as additional data and information regarding the land become available.

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### ITEM 12 – Loose – fill asbestos insulation

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

No, Council has not been notified that the land is identified on the register of residential premises under Division 1A of Part 8 of the *Home Building Act 1989*.

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### ITEM 13 – Mine subsidence

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

No, the land is not in a mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.

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**ITEM 14 – Paper subdivision information**

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

No, an adopted development plan does not apply to the land.

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

A subdivision order does not apply to the land.

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**ITEM 15 – Property vegetation plans**

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

No, Council has not been advised that an approved Property Vegetation Plan applies to this land and continues in force under the *Native Vegetation Act 2003*, Part 4.

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**ITEM 16 – Biodiversity stewardship sites**

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

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

No, Council has not been notified that the land is a biodiversity stewardship site.

No, Council has not been notified that the land is under a biobanking agreement under the *Threatened Species Conservation Act 1995*, Part 7A.

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**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.

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

No, Council has not been notified that the land is biodiversity certified land.

No, Council has not been notified that the land is certified under the *Threatened Species Conservation Act 1995*, Part 7A.

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

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

No, Council has not been notified of an order under the *Trees (Disputes Between Neighbours) Act 2006* that affects the subject land.

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

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

No, the land is not subject to annual charges under the *Local Government Act 1993*, section 496B, for coastal protection services.

**Note:** In this section, existing coastal protection works has the same meaning as in the *Local Government Act 1993*, section 553B. 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.

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**ITEM 20 – Western Sydney Aerotropolis**

The *State Environmental Planning Policy (Precincts—Western Parkland City) 2021* does not apply to land within the Mid-Coast local government area.

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**ITEM 21 – Development consent conditions for seniors housing**

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

Clause 88(2) of the *State Environmental Planning Policy (Housing) 2021* restricts occupation of development approved for seniors housing to:

- a) seniors or people who have a disability,
- b) people who live in the same household with seniors or people who have a disability,
- c) staff employed to assist in the administration and provision of services to housing provided under this Part.

No, Council is not aware of a condition of consent being imposed in terms of a kind referred to in *Chapter 3, Part 5 clause 88(2)* of the *State Environmental Planning Policy (Housing) 2021* in respect of development on the land.

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

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

- a) the period for which the certificate is current, and
- b) that a copy may be obtained from the Department.

No, Council is not aware of a site compatibility verification certificate for affordable rental housing on the land.

2. ***If State Environmental Planning Policy (Housing) 2021, Chapter 2, Part 2, Division 1 or 5 applies to the land, a statement setting out terms of a kind referred to in the Policy, clause 21(1) or 40(1).***

No, Council is not aware of a condition being imposed in terms of a kind referred to in *Chapter 2, Part 2, Division 1 or 5 Clause 21(1) or 40(1) of the State Environmental Planning Policy (Housing) 2021* in respect of development on the land.

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

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

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## ITEM 23 – Water or Sewerage Services

Council has not been advised that water or sewerage services are, or are to be provided to the land under the *Water Industry Competition Act 2006*.

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

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## **GENERAL INFORMATION**

The absence of any reference to a matter affecting the land shall not imply that the land is not affected by that matter not referred to in this certificate.

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 and is provided only to the extent that the Council has been notified by Planning NSW.

Any enquiries regarding State and Regional Environmental Planning Policies should be directed to the Planning NSW website.

Please contact Council's Customer Service team for further information about this Planning Certificate.

Adrian Panuccio  
**GENERAL MANAGER**

22 October 2024

Ref: OSSM002497  
Enquiries: Scott Gabriel

**Notice of Determination  
On-site Sewage Management System  
Approval to Operate**

Issued under section 68 of the *Local Government Act 1993* (the Act)  
and the *Local Government (General) Regulation 2021*

**Approval to Operate No. OSSM002497**

**Property owner:**

[REDACTED]

**Property details:**

136 Limeburners Creek Road LIMEBURNERS  
CREEK NSW 2324  
Lot 67 DP 753196

**Development details:**

On-site Sewage Management System

**DETERMINATION**

**Decision:**

APPROVED

**System type:**

Absorption

**Risk classification:**

Medium

**Date determined:**

22 October 2024

**Consent to lapse:**

31 December 2026



**Scott Gabriel**  
**Environmental Health Officer - On-site Wastewater Management**

**RIGHT OF APPEAL**

Section 100 of the Act gives you the right, within 28 days of the date of this determination, to request Council to review the determination.

Section 176 of the Act gives you the right, within 12 months of the date of this determination, to appeal to the Land and Environment Court.

Sections 107 and 107A of the Act provides that Council may determine to extend or renew this approval if satisfied there is good cause for doing so (see detailed provisions of this section).

### NOTE TO PROPERTY OWNER

We recommended that a pre-purchase inspection be carried out on the septic system before the property is sold. A fee will apply (refer to Council's Fees and Charges).

#### **Advisory notes:**

An increase in occupancy may result in increased wastewater loads, which may overload the system and cause failure. If this occurs, the system will need to be upgraded with Council approval. Where there are reasonable grounds to suggest that a septic system is causing harm to public health and/or the environment, an officer may enter (with or without notice) a premises to investigate and determine compliance with the following conditions.

#### **1. Record keeping**

This approval must be retained and, where appropriate, a copy should be given to the new owner(s).

#### **2. Operation of the septic system**

The septic system must be operated in line with the following performance standards detailed in clause 44 of the *Local Government (General) Regulation 2021*:

**a)** A system of sewage management must be operated in a manner that achieves the following performance standards:

- the prevention of the spread of disease by microorganisms
- the prevention of the spread of foul odours
- the prevention of contamination of water
- the prevention of degradation of soil and vegetation
- the discouragement of insects and vermin
- ensuring that persons do not come into contact with untreated sewage or effluent (whether treated or not) in their ordinary activities on the premises concerned
- the minimisation of any adverse impacts on the amenity of the premises and surrounding lands
- if appropriate, provision for the re-use of resources (including nutrients, organic matter and water).

**b)** Failure to comply with the above subclause is not a breach of that performance standard if the failure was due to circumstances beyond the control of the

person operating the system of sewage management (such as a fire, flood, storm, earthquake, explosion, accident, epidemic or warlike action).

c) A system of sewage management must be operated:

- in line with the relevant operating specifications and procedures (if any) for the sewage management facilities used for the purpose; and
- so as to allow the removal of any treated sewage (and any by-product of any sewage) in a safe and sanitary manner.

### **3. Septic check-up**

The septic system must be checked at least once a year (refer to page 12 of *The easy septic guide*). Council must be notified of any septic system problems.

### **4. Effluent discharge or runoff**

Effluent from the septic system must not be discharged or allowed to runoff into stormwater easements, other drainage channels, and/or any land beyond the effluent disposal area.

### **5. Maintaining a healthy system**

Users of the septic system must not place any substances in the system that it is not designed to handle (refer to Part 5 of *The easy septic guide*).

### **6. Drainage devices**

All installed drainage devices that divert surface runoff (e.g., harvested rainwater, backwash water from the swimming pool) and subsoil seepage from elevated land must be maintained and protected against erosion.

### **7. Desludging the septic tank**

The septic tank must be desludged by a Council-approved effluent removal contractor every three to five years so that the septic system remains in good working condition.

### **8. Alterations to the septic system**

Approval under section 68 of the Act must be obtained from Council before undertaking any alterations to the originally approved septic system. This includes design modifications to the septic tank and/or changes to the sanitary plumbing and draining fittings.

## NSW SWIMMING POOL REGISTER

### Certificate of Registration

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

Pool No:	6fc6a9a6
Property Address:	136 LIMEBURNERS CREEK ROAD LIMEBURNERS CREEK
Date of Registration:	30 October 2024
Type of Pool:	An outdoor pool that is not portable or inflatable
Description of Pool:	In Ground pool

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

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

Please remember:

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

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

This is **NOT** a Certificate of Compliance

## NSW SWIMMING POOL REGISTER

### Certificate of Non-compliance

#### Clause 21 – Swimming Pools Regulation 2018

Pool no: 6fc6a9a6  
Property address: 136 LIMEBURNERS CREEK ROAD LIMEBURNERS CREEK  
Date of inspection: 29 October 2024  
Expiry date: 29 October 2025  
Issuing authority: Blake Andrew Nixon - Registered Certifier - bdc3032

Did not comply with AS1926.1 (2012).

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

The swimming pool poses a significant risk to public safety

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

#### Non-compliance area/s:

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

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

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

# Inspection Report

Provided By

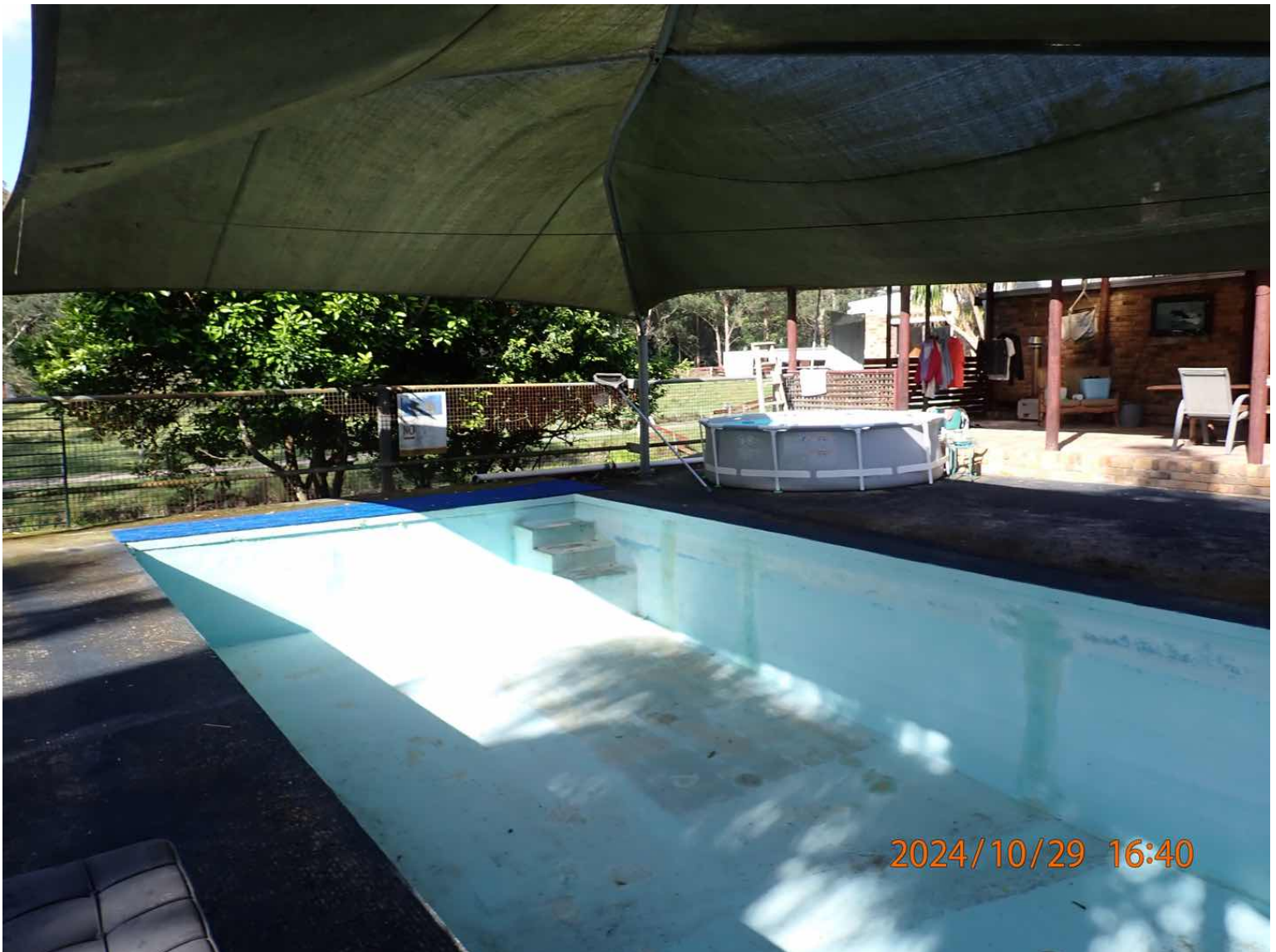


## East Coast Building and Pest Services

PO Box 4057, Edgeworth, New South Wales, 2285  
P 0432631287  
admin@ecbaps.com.au

### Inspection Address

**Fernview, 136 Limeburners Creek Rd, Limeburners Creek NSW 2324, Australia**



## Swimming Pool Information

Pool Owner's Name:	Richard Sharpe
Lot/s on plan #	115/-/DP753196
Swimming Pool Registration No:	6fc6a9a6
Local Government area:	Mld-Coast Council
First Inspection Date and Time:	29 10 2024 04:45 PM

### Swimming Pool Safety Barrier Inspection Report

**Important information regarding the Scope and Limitations of the Inspection is identified in this Report.**

THE RELEVANT STANDARD APPLICABLE TO THIS INSPECTION AND SUBSEQUENT REPORT IS BASED ON VERIFIABLE EVIDENCE OF THE SWIMMING POOL CONSTRUCTION DATE.

Based on the provided information by the swimming pool owner regarding swimming pool construction date the inspection will be conducted in accord with the following Standard. **Australian Standard A.S. 1926.1-2012**

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3. STRUCTURES



6. COMPLIANCE

## Written Notice Of Non Compliance

A swimming pool inspection was conducted at the below premises, at the request of the pool owner, as required by S 22C of the Swimming Pools Act 1992 (The Act).

S 22D of the Act requires the accredited certifier to issue a Certificate of Compliance, where the swimming pool complies with the requirements of this Part.

Where a swimming pool does not comply, S 22E of the Act requires the accredited certifier to issue a written notice to the owner of the swimming pool, providing reasons why the pool does not comply and the steps that need to be taken in order to achieve compliance.

This swimming pool was found to be **Non-Compliant**. The following written notice provides detailed information regarding those areas of non-compliance.

Section	Location	Name	Comment
FENCES AND BARRIERS	Direct Access From Building To Pool Area (Including Indoor Pool Area)	Is there direct access to the pool and or an indoor pool	Doors from the house enter the pool area, house is to be fenced separately from the pool area.
FENCES AND BARRIERS	Pool barrier (Fence)	Is the fence 1200mm high when measured from outside?	NO (Non Compliant) Recommendation: Alterations/Repairs needed to fence to ensure it is 1200mm high from ground level around the entire pool area when measured from outside.
FENCES AND BARRIERS	Pool barrier (Fence)	Is the fence 1200mm high when measured from outside?	Fencing is missing part of the way around the pool, fence to be installed to separate the pool from the building and the rear vegetation garden area
FENCES AND BARRIERS	Pool barrier (Fence)	Is the pool fence in a good and safe condition with no corrosion, broken elements, or anything that may present a safety risk?	NO (Non Compliant) All constructional materials concerned with safety aspects of the fencing shall be of a durable nature and satisfactory for their intended purpose under the conditions prevailing at the site. Damaged or corroded materials would lower the effectiveness of the fencing or the creation of a safety hazard to pool users Recommendations: Repairs or replacement will need to be carried out to the fence.
FENCES AND BARRIERS	Pool barrier (Fence)	Is the pool fence in a good and safe condition with no corrosion, broken elements, or anything that may present a safety risk?	Fence post is rusted at the bottom, affected post to be repaired/replaced.

FENCES AND BARRIERS	Pool barrier (Fence)	Is the pool fence in a good and safe condition with no corrosion, broken elements, or anything that may present a safety risk?	Fence panel is showing signs of rusting, affected panels to be replaced.
FENCES AND BARRIERS	Pool barrier (Fence)	If perforated or mesh material is used, is the spacing less than 13mm? (Apertures shall be measured horizontally across their widest part).	NO (Non Compliant) Recommendations: Fencing using perforated materials must comply with the following <ul style="list-style-type: none"> <li>• Aperture not greater than 13mm Barrier must have an effective height of no less than 1200mm</li> <li>• Aperture greater than 13mm but less than 100mm barrier must have an effective height of no less than 1800mm</li> <li>• Aperture greater than 100mm shall not be used</li> </ul> Mesh fencing shall include a strainer wire or rail at the top and bottom of the fence
STRUCTURES	Structures Inside the pool area	Is the structure associated with the pool? ie pump shed	NO (Non Compliant) Recommendation. A child-resistant barrier is required to separate a structure that is not solely associated to the pool. Pools must be separated from residential buildings - this includes being separate from a detached or attached garage, laundry, shed, boat shed, clothes line or any structure not solely associated to the pool. Taking these measures reduces the frequency of entering/ leaving the pool. In other words the enclosed pool area is only to be accessed for pool use and not as an access way to other structures. Toilets, showers, change rooms, cooking and food storage facilities are to be accessed outside the pool enclosure.

WINDOWS	Windows to Pool Area (Outside Measurement)	Is the height from the sill of the lowest opening panel of any and all outside windows to the pool area at least 1800mm from the finished ground area	<p>NO (Non Compliant) Recommendation.</p> <p>a) Window openings must be totally covered by bars or a metal screen, fixed to building with fasteners and removed only by tool. The openings between bars and horizontal dimensions in openings in metal screen shall not be greater than 100 mm</p> <p>Or</p> <p>b) The openable part of the window is to be fixed to the building with fasteners that can only be removed with a tool, so it will remain closed or open to maximum of 100 mm</p> <p>Note: Covering a window with bars or a mesh screen limits access in or out of the building in an emergency.</p>
CPR Sign	CPR Sign	Is there a sign erected in a prominent position in the immediate vicinity of the swimming pool?	<p>NO (Non Compliant) Recommendation: Install an appropriate warning sign</p> <p>There must be an appropriate warning sign, including details of resuscitation (CPR) techniques, in the immediate vicinity of the pool area and which can be easily read from a distance of 3 metres.</p>
COMPLIANCE	COMPLIANCE AS PER SECTION S22E SWIMMING POOL ACT 1992	Does the swimming pool pose a significant risk to the public?	<p>Yes. Please note below</p> <p>If in the Opinion of the Certifier the Swimming Pool is considered a significant risk to public safety, a copy of the Notice will be forwarded to the Local Authority immediately.</p> <p>Or</p> <p>Six weeks after the inspection date if a certificate of compliance is not issued before that time.</p>

 **SWIMMING POOL INFORMATION**

**General Pool Information**

**Type of swimming pool**

In Ground Pool

**If this a shared swimming pool**

No

**Type of swimming pool safety barrier**

Metal balustrade fencing

**Reason for inspection**

Sale Of Property



## FENCES AND BARRIERS

### Direct Access From Building To Pool Area (Including Indoor Pool Area)

Is there direct access to the pool and or an indoor pool

Yes.

*Child restraint doorsets shall only be installed for access to indoor pools and the indoor part of an indoor/outdoor pool and shall comply with the following.*

Doors from the house enter the pool area, house is to be fenced separately from the pool area.



Does the doorway open away from the pool area?

Yes (Compliant)

### Boundary Fence

Does a boundary fence form part of a pool barrier?

No

### Pool barrier (Fence)

Is the fence 1200mm high when measured from outside?

NO (Non Compliant)

**Recommendation: Alterations/ Repairs needed to fence to ensure it is 1200mm high from ground level around the entire pool area when measured from outside.**

Fencing is missing part of the way around the pool, fence to be installed to separate the pool from the building and the rear vegetation garden area



Is finished ground level a permanent and stable surface which is difficult for a young child to dig through?

Yes (Compliant)

**Is the pool fence in a good and safe condition with no corrosion, broken elements, or anything that may present a safety risk?**

**NO (Non Compliant)**

*All constructional materials concerned with safety aspects of the fencing shall be of a durable nature and satisfactory for their intended purpose under the conditions prevailing at the site. Damaged or corroded materials would lower the effectiveness of the fencing or the creation of a safety hazard to pool users*



**Recommendations: Repairs or replacement will need to be carried out to the fence.**

Fence post is rusted at the bottom, affected post to be repaired/ replaced.

Fence panel is showing signs of rusting, affected panels to be replaced.

**If perforated or mesh material is used, is the spacing less than 13mm? (Apertures shall be measured horizontally across their widest part).**

**NO (Non Compliant)**

**Recommendations: Fencing using perforated materials must comply with the following**

- **Aperature not greater than 13mm Barrier must have an effective height of no less than 1200mm**
- **Aperature greater than 13mm but less than 100mm barrier must have an effective height of no less than 1800mm**
- **Aperature greater than 100mm shall not be used**

***Mesh fencing shall include a strainer wire or rail at the top and bottom of the fence***

**NCZ (Pool Fence Non-Climable Zones) NCZ to be measured from outside where the height is less than 1800mm**

**Are there any projections or indentations with depth greater than 10mm that are not separated by 900mm or more on the face of barrier**

**No (Compliant)**



## STRUCTURES

### Structures Inside the pool area

Are there any structures inside the pool area?

Yes

Is the structure associated with the pool? ie pump shed

NO (Non Compliant)

**Recommendation. A child-resistant barrier is required to separate a structure that is not solely associated to the pool.**

*Pools must be separated from residential buildings - this includes being separate from a detached or attached garage, laundry, shed, boat shed, clothes line or any structure not solely associated to the pool.*

*Taking these measures reduces the frequency of entering/ leaving the pool. In other words the enclosed pool area is only to be accessed for pool use and not as an access way to other structures.*

*Toilets, showers, change rooms, cooking and food storage facilities are to be accessed outside the pool enclosure.*





## WINDOWS

### Windows to Pool Area (Outside Measurement)

Are there windows that open to the pool area?

Yes

Is the height from the sill of the lowest opening panel of any and all outside windows to the pool area at least 1800mm from the finished ground area

NO (Non Compliant)

Recommendation.

a) Window openings must be totally covered by bars or a metal screen, fixed to building with fasteners and removed only by tool. The openings between bars and horizontal dimensions in openings in metal screen shall not be greater than 100 mm

Or

b) The openable part of the window is to be fixed to the building with fasteners that can only be removed with a tool, so it will remain closed or open to maximum of 100 mm

Note: Covering a window with bars or a mesh screen limits access in or out of the building in an emergency.



**CPR Sign**

Where a warning sign needs to be replaced, the following applies

(1) For the purposes of section 17 (1) of the Swimming Pools Act the sign referred to in that subsection must bear a notice that contains all of the following:

a) The words

the words:

- "Young children should be supervised when using this swimming pool"
- "Pool gates must be kept closed at all times"
- "Keep articles, objects and structures at least 900mm clear of the pool safety barrier at all times"

b) Guideline) containing details of resuscitation techniques for infants, children and adults that are set out in accordance with the relevant provisions of that Guideline, and

c) that comply with the other relevant guidelines of the Australian Resuscitation Council, and that are illustrated by drawings with key words only in bold print,

d) a statement to the effect that formal instruction in resuscitation is essential,

e) the name of the teaching organisation or other body that published the sign and the date of its publication.

(2) The sign must be legible from a distance of at least 3 metres, and must be maintained in a clearly legible condition

**Is there a sign erected in a prominent position in the immediate vicinity of the swimming pool?**

**NO** (*Non Compliant*)

**Recommendation:** Install an appropriate warning sign

*There must be an appropriate warning sign, including details of resuscitation (CPR) techniques, in the immediate vicinity of the pool area and which can be easily read from a distance of 3 metres.*



**COMPLIANCE AS PER SECTION S22E SWIMMING POOL ACT 1992**

**Does the swimming pool pose a significant risk to the public?**

**Yes.** Please note below

*If in the Opinion of the Certifier the Swimming Pool is considered a significant risk to public safety, a copy of the Notice will be forwarded to the Local Authority immediately.*

*Or*

*Six weeks after the inspection date if a certificate of compliance is not issued before that time.*

## TERMS AND CONDITIONS

Any person who relies upon the contents of this report does so acknowledging the following clauses that define the Scope and Limitations of the inspection and form an integral part of the report. If there is anything contained within this report that is not clear or you have difficulty understanding, please contact the inspector prior to acting on this report.

### **The Purpose of the Inspection:**

The purpose of the Pool barrier inspection is to conduct an inspection of the pool barrier in order to issue either a Pool Safety Certificate or a Non-Conforming report. This attachment forms part of the Non-conforming report and is to provide advice to the Pool owner regarding the non-compliance of the swimming pool barrier, identifying in detail the non-compliant issues and providing recommendations on how to make the pool barrier compliant with the Pool Safety Standard.

### **The Scope of the Inspection:**

The inspection comprises a visual assessment of the pool barrier, conducting several tests for the strength and rigidity of the barrier, as described in the Appendix of the Pool Safety Standard, measuring all of the barrier's components such as walls, doors, windows, gates and anything that may form part of the barrier. The inspection includes ensuring all barriers are compliant with the Pool Safety Standards height and maximum gap requirements in or on the barrier.

The scope includes the measuring of all barrier components to ensure compliance with the Pool Safety Standard and to form an opinion regarding the general condition of the fencing at the time of the inspection. An estimate of the cost of rectification of defects is outside the scope of the Standard and therefore does not form part of this report.

### **Limitations of the Inspection:**

This report is limited to an inspection of areas where safe and reasonable access is available and permitted on the date and at the time of the inspection.

If the Pool barrier includes a boundary fence, then permission is required to be sought from the owner of the neighbouring property prior to the inspection being conducted.

If the Pool barrier includes any windows or doors that project into the pool area then access into the premises may be required.

**The Inspection and Report was carried out by: Blake Nixon**

**Contact the Inspector on: 0432631287**

**For and on Behalf of: East Coast Building and Pest Services**

