

# Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 73984092	NSW DAN:
vendor's agent	Mannes Agencies 2/23 Brolga Place COLLEAMBALLY NSW 2707		Phone: 02 6954 9293 Fax:
co-agent	N/A		Ref: Anthony Mannes
vendor	WL Agriculture International Pty Ltd Ballymeena, 633 Bonnars Lane COLEAMBALLY NSW 2707		
vendor's solicitor	Brydens Lawyers Level 2, 203-209 Northumberland Street LIVERPOOL NSW 2170		Phone: 02 9601 2444 Fax: 02 8778 6670 Ref: 053116
date for completion	1 February 2021	(clause 15)	Email: commercial@brydens.com.au
land	BALLYMENA 633 BONNARS LANE COLEAMBALLY 2707		
(Address, plan details and title reference)	108/750879, 109/750879 & 114/750879		

- improvements
- VACANT POSSESSION     Subject to existing tenancies
- HOUSE     garage     carport     home unit     carspace     storage space
- none     other: Rural, Old Cottage, Steel shed
- attached copies
- documents in the List of Documents as marked or as numbered:
- other documents:

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

- inclusions
- blinds     dishwasher     light fittings     stove
- built-in wardrobes     fixed floor coverings     range hood     pool equipment
- clothes line     insect screens     solar panels     TV antenna
- curtains     other:
- exclusions
- 289 Lower Murrumbidgee Deep Water Source Entitlement
- purchaser
- purchaser's solicitor
- Phone:
- Fax:
- Ref:
- price    \$
- deposit    \$    (10% of the price, unless otherwise stated)
- balance    \$
- contract date    (if not stated, the date this contract was made)

buyer's agent

vendor

witness

**GST AMOUNT (optional)**

The price includes

GST of: \$

purchaser

JOINT TENANTS

tenants in common

in unequal shares

witness

vendor agrees to accept a **deposit-bond** (clause 3)  NO  yes

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

**Electronic transaction** (clause 30)  no  YES

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

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

**land tax** is adjustable  NO  yes

**GST: Taxable supply**  NO  yes in full  yes to an extent

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

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

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

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

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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



### **COOLING OFF PERIOD (PURCHASER'S RIGHTS)**

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

### **DISPUTES**

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

### **AUCTIONS**

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

## 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, Industry and Environment</b> <b>Department of Primary Industries</b> <b>Electricity and gas</b> <b>Land &amp; 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. The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<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>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<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>document of title</i>	document relevant to the title or the passing of title;
<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>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<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>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>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).

## 2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.

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

### 3 Deposit-bond

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

### 4 Transfer

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

### 5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *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 purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

## 14 Adjustments

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

## 15 Date for completion

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

## 16 Completion

### • Vendor

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.

- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *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 4.3);
- 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
- 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
- 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *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 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

**21 Time limits in these provisions**

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

**22 Foreign Acquisitions and Takeovers Act 1975**

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

**23 Strata or community title****• Definitions and modifications**

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
  - a change from a development or management contract or statement set out in this contract; or
  - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
  - due to fair wear and tear;
  - disclosed in this contract; or
  - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

**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 –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

**25 Qualified title, limited title and old system title**

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –

- 25.7.1 normally, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*, or
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.
- 29 Conditional contract**
- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* *serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* *serves* notice of the refusal; and

- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party serving* notice of the event happening;
  - every *party* who has the benefit of the provision *serving* notice waiving the provision; or
  - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* *serves* notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Electronic transaction**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* *serves* a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
  - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
  - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
  - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is *served* as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to *serve* it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within* 7 days of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion;
- 30.9.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion; and
- 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must *serve* the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- adjustment figures* details of the adjustments to be made to the price under clause 14;
- certificate of title* the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
- completion time* the time of day on the date for completion when the *electronic transaction* is to be settled;
- conveyancing rules* the rules made under s12E of the Real Property Act 1900;
- discharging mortgagee* any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
- ECNL* the Electronic Conveyancing National Law (NSW);
- effective date* the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
- electronic document* a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
- electronic transfer* a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties'* *Conveyancing Transaction*;

<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>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<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>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<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> .

### 31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*, and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that service and clause 21.3 does not apply to this provision.
- 31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

### 32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.





erected on the property may not comply with the Rules and Regulations of the Local Government Area or the Local Government Act , the Local Environment Plan or the Development Control Plan or any Ordinances made thereunder; or

- (ii) The purposes for which the property may be used; or
- (iii) Infestation, mechanical breakdown or reasonable wear and tear which may affect the property between the date of this contract and completion; or
- (iv) The roof or surface water drainage from the property being connected to a sewerage service; or
- (v) There being or not being an easement or other right in respect of a service referred to in clause 10.1.2; or
- (vi) Any matter disclosed in this contract.

and shall not require the vendor to carry out any work on or in respect thereof.

### **35. AGENTS COMMISSION INDEMNITY**

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The purchaser warrants that the purchaser has not been introduced to the property by any real estate agent other than the real estate agent disclosed in this contract and hereby agrees to indemnify the vendor against any claim action, suit or demand for agents commission that may be made against the vendor and arising out of completion of this contract and should it be proved that the purchaser was so introduced by such an agent. This clause shall not merge on completion.

### **36. COMPLETION**

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- 36.1 The time for completion of this contract shall be 42 days from the contract date unless indicated otherwise on the front page of contract (herein after referred to as the "Completion Date").
- 36.2 For the purposes of printed condition 15, if either party does not complete this Contract on or before the Completion date then the other party shall be entitled to make time of the essence of this Contract by issuing upon the other party a Notice to Complete the Contract within fourteen (14) days from the date of service of such Notice.
- 36.3 If the Vendor shall serve a notice the purchaser shall allow on completion the costs of the vendor incurred in the issue of the notice ("costs of the notice") in the sum of \$330.00 inclusive of the GST. The payment of the costs of the notice upon completion shall be an essential term of this contract.
- 36.4 The purchaser shall not be entitled to make any objection or requisition, nor shall the purchaser be entitled to delay completion if at the completion date a separate Certificate of Title for the property has not issued from the Land Titles Office. The purchaser agrees to accept a direction to the Land Titles Office from the vendor or from the mortgagee of the vendor directing the Land Titles Office to deliver the relevant Certificate of Title to the purchaser.

### **37. LIQUIDATED DAMAGES**

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- (i) If the purchaser does not complete this contract by the day stipulated for completion (the "Completion Date") then the purchaser must pay to the vendor on completion or termination (whichever first occurs), in addition to the balance of the purchase price, interest on that balance

of the purchase price at the rate of ten per centum (10%) per annum calculated from the day stipulated for completion until the day of completion but excluding the day of the actual completion or termination. The interest calculated on daily balances and adjustments, must be made as at the earliest of the completion date, the date possession is given to the purchaser and the date of actual completion. The purchaser shall not require the vendor to complete this contract until such payment is made and such payment is a genuine assessment by the parties of the loss and expense thereby suffered by the vendor. Furthermore, the purchaser agrees to pay as an adjustment on settlement the sum of \$330 (inclusive of GST) representing agreed expenses incurred by the vendor's solicitors for the drafting, engrossing and serving of a notice to complete upon the purchaser.

- (ii) Payment of interest and the agreed expenses of the vendor under this clause is an essential term of this contract.
- (iii) The purchaser need not pay interest under this clause for any period that the purchaser's failure to complete is caused solely by the vendor.

### **38. DEATH OR MENTAL ILLNESS**

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Without any matter negating, limiting or restricting any rights or remedies which would have been available to either party at law or in equity had this clause not been included in this contract, should a party (or if more than one, any of them) prior to completion die or become mentally ill, then the other party may rescind this contract by notice in writing to the other party and thereupon this contract shall forthwith be at an end and the provision of clause 19 hereof shall apply.

### **39. PURCHASERS WARRANTY**

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- (i) The purchaser warrants that:
  - (a) The purchaser (and if more than one than each of them) is ordinarily resident in Australia within the meaning of the Foreign Takeovers Act 1975;
  - (b) The provision/s of the Foreign Takeovers Act 1975 requiring the obtaining of consent to this transaction do not apply to the purchaser or this purchase.
- (ii) In the event of there being such a breach of this warranty whether deliberately or unintentionally the purchaser agrees to indemnify and to compensate the vendor in respect of any loss, damage, penalty, fine or legal costs which may be incurred by the vendor as a consequence thereof.
- (iii) This warranty shall not merge on completion.

### **40. AMENDMENTS TO PRINTED FORM CLAUSES**

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The following clauses in the printed form of the Contract shall be amended as follows:

- (i) The definition of "settlement cheques" in Clause 1 is omitted and replaced by the following:

"Settlement cheque – an unendorsed cheque drawn on its own funds by a bank that carries on business in Australia and made payable to the person to be paid; or if authorised in writing by the vendor or the vendor's solicitor, some other cheque"

- (ii) Clause 5.2 by adding at the end “and only in the form of the attached requisitions, but nothing will prevent the Purchaser from making further requisitions provided they are made in accordance with this contract:”
- (iii) Clause 7.1.1 is amended by substituting “5% of the price” with “\$1.00”
- (iv) Clause 7.1.3 is amended by substituting “14 days” with “7” days
- (v) Clause 7.2.1 substitute “\$1.00” in place of “10%”
- (vi) Clause 8.1.1 by deleting “on reasonable grounds,”
- (vii) Clause 8.2.2 is deleted.
- (viii) Clause 11.2 by adding “but only if the vendor has agreed to do so in writing prior to the Purchaser complying with the work order” at end of the clause.
- (ix) Clause 16.7 delete the words “cash (up to \$2,000.00)”
- (x) Clause 16.8 is deleted.
- (xi) Clause 23.13 & 23.14 replace “7” with “3”
- (xii) Clause 23.16 add “provided the purchaser notifies the vendor in writing”
- (xiii) Clause 24.1.1 by deleting “paid” and substituting “unpaid and any allowance will be made in favour of the Vendor equivalent to the total amount payable but unpaid up to the adjustment date
- (xiv) Clause 24.1.2 by substituting “purchaser” with “vendor”, “vendor” with “purchase” and vendor’s” with “purchaser’s”.
- (xv) Clause 24.3.3 is deleted.

#### **41. EARLY RELEASE OF DEPOSIT**

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Notwithstanding any other term or condition to the contrary contained herein it is mutually agreed that the vendors agent is authorised to release to the vendor the deposit paid hereunder on exchange of contracts unconditionally to the vendor and no other authority or direction is required.

#### **42. PAYMENT OF DEPOSIT**

---

In the event;

- (i) The purchaser defaults in the observance of any obligations hereunder which is or the performance of which has become essential; and
- (ii) The purchaser has paid a deposit of less than ten per centum (10%) of the purchase price; and
- (iii) The vendor terminates this contract;

Then the vendor shall be entitled to recover from the purchaser an amount equal to ten per centum (10%) of the purchase price less any deposit paid, as liquidated damages and it is agreed that this shall be in addition to and shall not be limited to any remedies available to the vendor herein

contained or implied notwithstanding any rule or equity to the contrary. This special condition shall not merge on completion of this contract.

#### **43. CONSUMER CREDIT (NSW) ACT, 1995**

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(i) The Purchaser warrants to the Vendor that the Purchaser has at the date hereof obtained approval for credit to finance the purchase of the property on terms which are reasonable to the Purchaser or that credit is not required to pay for the subject property.

(ii) The Purchaser acknowledges that as a consequence of the warranty herein given by the Purchaser this contract cannot be subject to termination pursuant to any section or provision of the Consumer Credit (NSW) Act 1995.

#### **44. SURVEY REPORT**

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If a survey report is attached to this contract;

(i) The purchaser acknowledges that no objection or requisition shall be raised nor claim for compensation made in respect of any encroachment (including fences) forming part of the property which encroach onto the land adjoining the property; and

(ii) The vendor will not be required to show any compliance with the provisions of the Local Government Act or any Regulations, Ordinances, instruments or schemes thereunder.

#### **45. BUILDING CERTIFICATE**

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If a building certificate under section 149D of the Environmental Planning and Assessment Act is attached to this contract, the purchaser shall not be entitled to make any requisitions, objection or claim for compensation in respect of any matter arising thereon.

In the event that the Purchaser applies to the Local Council for a Building Certificate, any work required to be carried out in order to bring the property to a standard acceptable to the said Council shall be carried out by the Purchaser at the Purchaser's expense. The Purchaser cannot require the Vendor to comply with any work any legislation or remedy any reason for council's refusal to issue a certificate pursuant to the Purchaser's application for building certificate.

#### **46. SUBJECT TO SERVICES**

---

The purchaser will take title subject to existing water, sewerage and drainage, gas and electricity, telephone or other installations, services and utilities. The purchaser will make no requisition, objection or claim for compensation in respect of:

- i. the nature, location, availability or non-availability of any of them;
- ii. any of them being a joint service with any other property;
- iii. any service for any other property or any connections for any other property which pass through the property;
- iv. any sewer or water main or connection which passes through in or over the property;
- v. any manhole or vent on the property; and

the absence of any rights or easements in respect of any of those installations or services or utilities, or in respect of the mains, pipes or connections to and from the property for them.

#### **47. GUARANTEE AND INDEMNITY – PURCHASER A CORPORATION**

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In consideration of the Vendor entering into this contract with a Purchaser purporting to be a corporation, at the request of the person/s in whose presence the common seal of the Purchaser purports to have been affixed or the person/s who sign this contract on behalf of the Purchaser (“guarantor”) the guarantor (if more than one jointly and severally) hereby:

- (i) Warrants that the Purchaser is incorporated;
- (ii) Guarantees to the Vendor the observance by the Purchaser of the terms of this contract;
- (iii) Indemnifies and agrees at all times hereafter to keep indemnified the Vendor from and against all damages and losses which the Vendor may suffer arising directly or indirectly out of any breach by the Purchaser of any of the provisions of this contract;
- (iv) Agrees that the indemnity in sub - paragraph (iii) herein shall continue and the guarantor shall remain liable to the Vendor under the indemnity notwithstanding that as a consequence of such breach the Vendor has exercised any of its rights under this contract notwithstanding that the Purchaser may be wound up and notwithstanding that the guarantee in this clause may for any reason whatsoever be unenforceable in whole or part.
- (v) This clause shall not merge on completion

#### **48. GST**

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- (i) Notwithstanding anything else herein contained, and the information supplied by the vendor in good faith as to whether or not GST applies to this transaction, if the vendor notifies the purchaser that the vendor has to pay GST In relation to any amount disclosed in this contract, the purchaser will immediately pay on demand any amount of GST which it is considered will apply to this contract (or amount referred to in this contract).
- (ii) It shall be sufficient proof and notification to the purchaser if the vendor issues:
  - (a) A letter from the Australian Taxation Commissioner stating that the vendor has to pay GST or;
  - (b) A Tax Invoice stipulating all relevant amounts and the applicable GST.
- (iii) This clause shall not merge on completion.

#### **49. SETTLEMENT FEE**

---

It is hereby agreed between the parties if completion of this matter is not effected in accordance with the contract, for each settlement date made by the purchaser and cancelled, through no fault of the vendor, the sum of \$110.00 including GST is to be paid by the purchaser to the vendor’s solicitors upon completion.

#### **50. SETTLEMENT VENUE**

---

If the purchaser requires the vendor to settle at a location other than the vendor's mortgagee's office or the vendor's solicitor office then the purchaser must pay a \$77.00 settlement fee to the vendor's solicitor on completion.

#### **51. CERTIFICATES & REPORTS**

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The vendor is not required to hand over on settlement the original Survey Report or any Certificate if it is not in the possession of the vendor.

#### **52. AFFECTATION BY ELECTRICITY COMMISSION**

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If the property is situated within an area over which the Electricity Commission of New South Wales holds a Petroleum Exploration Licence for oil and gas pursuant to the Petroleum Act 1955 (and in particular Sections 47, 49 and 50) THEN the purchaser acknowledges being made aware of that Licence and the purchaser must satisfy itself in all respects in relation to the Licence and may not make any objection, requisition or claim for compensation or delay completion or terminate or rescind this Agreement because of or in connection with that Licence.

#### **53. NO REPRESENTATION AS TO FITNESS FOR ANY PURPOSE**

---

The vendor does not represent that the property is fit or suitable for any particular purpose and the purchaser cannot raise any objection, requisition or claim for compensation as to the suitability (or lack of suitability) of the property for any particular purpose. The purchaser warrants that it has inspected the land and has undertaken its own due diligence enquiries in relation to the suitability of the land for the purchaser's purpose and has not relied on any representation made by the vendor or the vendor's agent or any one on the vendor's behalf in entering into this contract; this warranty shall not merge on completed.

#### **54. WATER ACCESS LICENSE**

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(a) The vendor confirms and the purchaser acknowledges the 289 Lower Murrumbidgee Deep Water Source Entitlements attached to the Water Access License WAL11732 are excluded from the sale of the property. The purchaser acknowledges that it understands the 289 Lower Murrumbidgee Deep Water Source is excluded from the sale and may not make any objection, requisition or claim for compensation or delay completion or terminate or rescind this Agreement because of or in connection with the Water entitlements.

#### **55. VACANT POSSESSION / TENANCY**

---

(a) In the event that the subject property is sold subject to Vacant Possession and the Vendor/Tenant is currently residing in the subject property and is unable to vacate on the due date, the Purchaser agrees to give the Vendor/Tenant an extra 21 days after the completion date to vacate the subject property and that a Notice to Complete cannot be served on the Vendor or Vendor's solicitor before the expiry of the said 21 days; and/or

(b) In the event that the subject property is sold subject to Vacant Possession and that there is currently a residential tenancy agreement annexed to the Contract, the Purchaser agrees and acknowledges the following:

- i. At the Purchaser's request, the agent or the Vendor's Solicitor will only give notice to the tenants after the expiry of the cooling off period and that the agreed amount of the deposit money has been paid to the agent or the Vendor's trust account
  - ii. The tenants will be given at least 35 days to vacate the subject property after the expiry of the cooling off period;
  - iii. The Purchaser or the Purchaser Solicitor cannot serve the Vendor with a Notice to Complete on or before the expiry date of the Notice to the tenants.
- (c) If the property is subject to any existing tenancies:
- i. The vendor does not warrant that the tenant will continue to remain in the property;
  - ii. If the lease has expired and the purchaser requires vacant possession, the purchaser must inform the vendor's solicitor in writing that he requires vacant possession within three (3) days after the date of the exchange of contract; and
  - iii. The purchaser cannot make any claim, objection, requisition, rescind or terminate the contract, or delay completion if the vendor is unable to provide the purchaser with vacant possession on completion as stipulated in this contract of sale.

## **56. LAND TAX ADJUSTMENT**

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For the purpose of the Land Tax Adjustment required pursuant to this Contract, it is hereby agreed that the amount in respect to which the adjustment will be made will be a proportion of the total Land Tax payable by the Vendors in respect of the land comprised in Folio Identifiers without taking into consideration any statutory threshold.

## **57. IMPROVEMENTS**

---

Unless specifically disclosed otherwise elsewhere in the Contract,

- 57.1 The purchaser acknowledges that the vendor did not erect any improvements on the property and have no knowledge as to who erected those improvements (if any) or whether that person held an appropriate licence or similar authority.
- 57.2 The purchaser may not make a requisition or claim, delay completion of, or rescind or terminate this contract because the vendor is unable to give the purchaser information concerning the identity of the person who erected the improvements or whether that person was licensed or otherwise authorised.

## **58. SEWER SERVICE DIAGRAM**

---

The vendor discloses that a separate Sewer Service Diagram for the land being sold is not available.

The purchase will not make any claim, objection or requisition in relation to the said certificate nor require the vendor to provide an updated certificate.

## **59. DRAINAGE DIAGRAM AND BUILDING OVER SEWER**

---

The Purchaser acknowledges that at the date of this contract an accurate diagram for the land from the Water Board may not be available. The Vendor warrants that all water, sewerage and drainage work has been or will be carried out at all times with the approval of the Water Board and the Purchaser acknowledges that it shall make no objection, requisition or claim in respect of the installation or location of such water or sewerage and whether the property is to be constructed wholly or partly over the sewer and/or stormwater channel of the Water Board.

## **60. SWIMMING POOL**

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- 60.1 The vendor does not warrant that the swimming pool (if any) complies with the requirements of the Swimming Pool Act 1992 or Regulations made thereunder.
- 60.2 The purchaser acknowledges that after the date of this Contract, he/she is/are the party responsible for attending to the requirements necessary for compliance with the Swimming Pool Act 1992 or regulations made thereunder including and not limited to fencing, signage and access.

## **61. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING PAYMENTS**

---

In the event that this sale is a property with a value of \$750,000.00 dollars or more then:

- 61.1 Clearance Certificate or Variation:
- (i) The vendor must immediately advise the purchaser whether a clearance certificate or variation notice from the Australian Taxation Office will be provided.
  - (ii) A clearance certificate or variation must be given at least 7 days prior to settlement.
- 61.2 Withholding and Remission of Payment:
- (i) If the vendor gives a clearance certificate, the purchaser must not withhold any amount.
  - (ii) If the vendor gives the purchaser a variation notice, the purchaser must withhold the amount specified in that notice.
  - (iii) In the event that the vendor does not provide a clearance certificate or a variation notice prior to settlement then the purchaser must withhold 12.5% of the purchase price on account of the Foreign Resident Capital Gains Withholding Payment.
  - (iv) The purchaser must remit to the Australian Taxation Office any amount withheld on account of the Foreign Resident Capital Gains Withholding Payment as soon as possible following settlement.
- 61.3 Compliance Costs:
- The vendor must pay to the purchaser costs of \$330 as an adjustment on settlement for withholding and remittance of the Foreign Resident Capital Gains Withholding Payment.
- 61.4 Vendor to Indemnify Purchaser:
- In the event that for any reason the purchaser becomes liable to pay an amount to the Australian Taxation Office on account of a liability arising out of the obligations of the vendor and purchaser under the Taxation Administration Act 1953 then the vendor indemnifies and holds harmless the purchaser from all amounts for which the purchaser becomes liable.

## **65. CONDITIONS OF SALE BY AUCTION**

---



If the property is or is intended to sold at auction:

Bidders record means the bidders record to be kept pursuant to clause 18 of the Property, Stock and Business Agents Regulation 2003 and section 68 of the Property, Stock and Business Agents Act 2002:

1. The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
  - a. The principal's reserve price must be given in writing to the auctioneer before the auction commences;
  - b. A bid for the vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor;
  - c. The highest bidder is the purchaser, subject to any reserve price;
  - d. In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final;
  - e. The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor;
  - f. A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person;
  - g. A bid cannot be made or accepted after the fall of the hammer; and
  - h. As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
2. The following conditions, in addition to those prescribed by subclause 64.1, are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
  - a. All bidders must be registered in the bidders record and display an identifying number when making a bid;
  - b. Subject to subclause 64.3, the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person; and
  - c. Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the vendor or announces 'vendor bid'.
3. The following conditions, in addition to those prescribed by subclauses 64.1 and 64.2 are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a vendor as executor or administrator:
  - a. More than one vendor bid may be made to purchase interest of co-owner;
  - b. A bid by or on behalf of an executor or administrator may be made to purchase in that capacity;
  - c. Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the vendor; and
  - d. Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.
4. The following condition, in addition to those prescribed by subclause 64.1, is prescribed as applicable to and in respect of the sale by auction of livestock. The purchaser of livestock must pay the stock and station agent who conducted the auction, or under whose immediate and direct supervision the auction was conducted, or the vendor the full amount of the purchase price:
  - a. If that amount can reasonably be determined immediately after fall of hammer –before the close of the next business day following the auction; or
  - b. If that amount cannot reasonably be determined immediately after the fall of the hammer –before the close of the next business day following determination of that amount, unless some other time for payment is specified in a written agreement between the purchaser and the agent or the purchaser and the vendor made before the fall of the hammer



FOLIO: 108/750879

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SEARCH DATE	TIME	EDITION NO	DATE
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27/10/2020	8:15 AM	5	15/10/2019

LAND

-----

LOT 108 IN DEPOSITED PLAN 750879  
 LOCAL GOVERNMENT AREA MURRUMBIDGEE  
 PARISH OF COLEAMBALLY COUNTY OF BOYD  
 (FORMERLY KNOWN AS PORTION 108)  
 TITLE DIAGRAM CROWN PLAN 259.1908

FIRST SCHEDULE

-----

WL AGRICULTURE INTERNATIONAL PTY LTD (T AK645228)

SECOND SCHEDULE (3 NOTIFICATIONS)

-----

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 X716675 EASEMENT FOR TRANSMISSION LINE AFFECTING THE PART OF THE LAND WITHIN DESCRIBED SHOWN 80 WIDE IN DP640792  
2025016 EASEMENT VESTED IN THE NEW SOUTH WALES ELECTRICITY TRANSMISSION AUTHORITY
- 3 AP606870 LEASE TO SCOTT WILLIAM SHIELDS, EMMA JANE SHIELDS, CLINT ALBURY SHIELDS & SARAH JANET SHIELDS EXPIRES: 31/1/2021.

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

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



FOLIO: 109/750879

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SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
26/10/2020	5:25 PM	5	15/10/2019

LAND

-----

LOT 109 IN DEPOSITED PLAN 750879  
LOCAL GOVERNMENT AREA MURRUMBIDGEE  
PARISH OF COLEAMBALLY COUNTY OF BOYD  
(FORMERLY KNOWN AS PORTION 109)  
TITLE DIAGRAM CROWN PLAN 376.1908

FIRST SCHEDULE

-----

WL AGRICULTURE INTERNATIONAL PTY LTD (T AK645228)

SECOND SCHEDULE (3 NOTIFICATIONS)

-----

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 X716675 EASEMENT FOR TRANSMISSION LINE AFFECTING THE PART OF THE LAND WITHIN DESCRIBED SHOWN 80 WIDE IN DP640792  
2025016 EASEMENT VESTED IN THE NEW SOUTH WALES ELECTRICITY TRANSMISSION AUTHORITY
- 3 AP606870 LEASE TO SCOTT WILLIAM SHIELDS, EMMA JANE SHIELDS, CLINT ALBURY SHIELDS & SARAH JANET SHIELDS EXPIRES: 31/1/2021.

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

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



FOLIO: 114/750879

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SEARCH DATE	TIME	EDITION NO	DATE
27/10/2020	8:17 AM	5	15/10/2019

LAND

-----

LOT 114 IN DEPOSITED PLAN 750879  
 LOCAL GOVERNMENT AREA MURRUMBIDGEE  
 PARISH OF COLEAMBALLY COUNTY OF BOYD  
 (FORMERLY KNOWN AS PORTION 114)  
 TITLE DIAGRAM CROWN PLAN 376.1908

FIRST SCHEDULE

-----

WL AGRICULTURE INTERNATIONAL PTY LTD (T AK645228)

SECOND SCHEDULE (3 NOTIFICATIONS)

-----

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 X716675 EASEMENT FOR TRANSMISSION LINE AFFECTING THE PART OF THE LAND WITHIN DESCRIBED SHOWN 80 WIDE IN DP640792  
2025016 EASEMENT VESTED IN THE NEW SOUTH WALES ELECTRICITY TRANSMISSION AUTHORITY
- 3 AP606870 LEASE TO SCOTT WILLIAM SHIELDS, EMMA JANE SHIELDS, CLINT ALBURY SHIELDS & SARAH JANET SHIELDS EXPIRES: 31/1/2021.

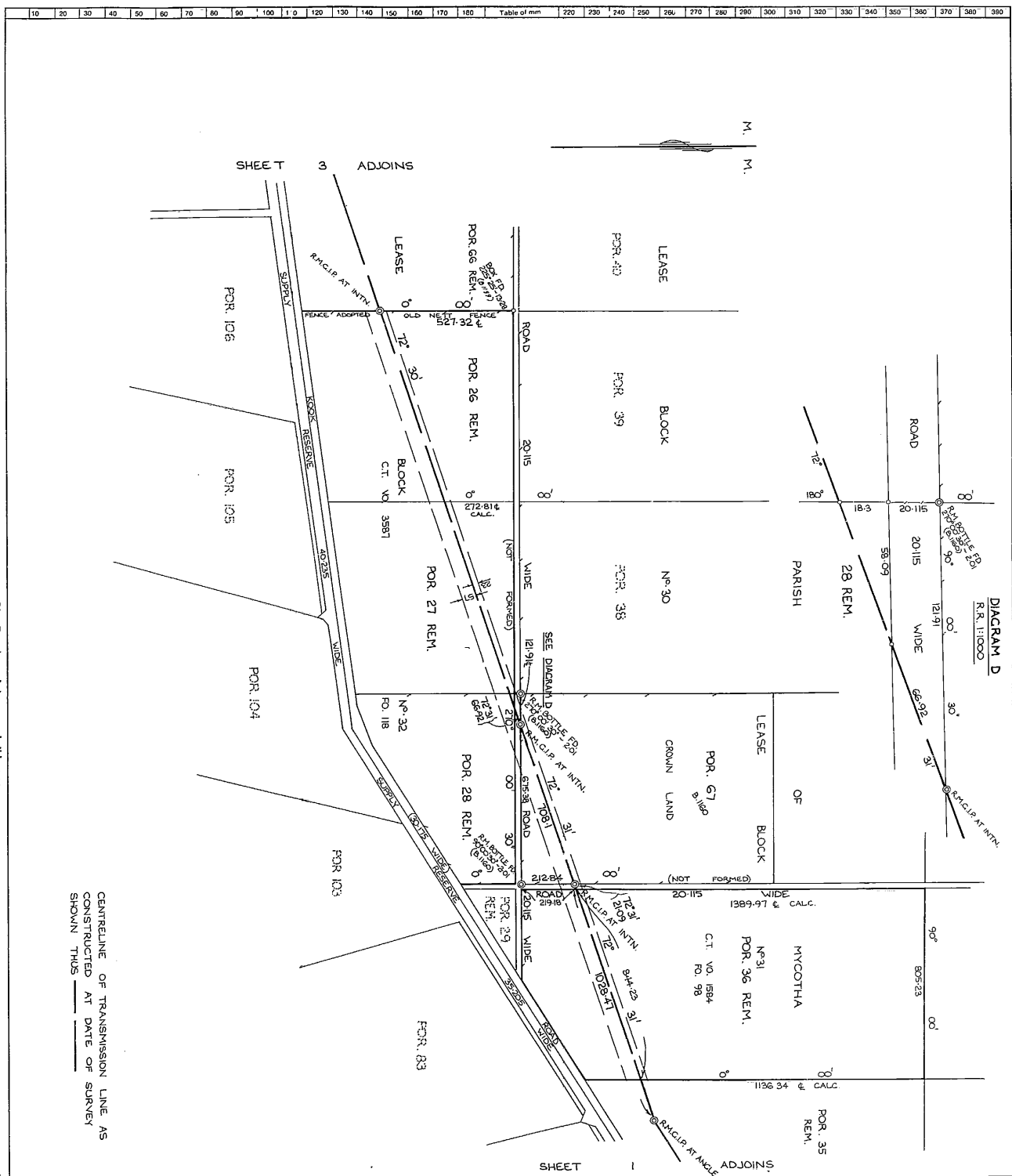
NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

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





Plan Drawing only to appear in this space

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day.

23rd February, 1988

DIAGRAM D  
R.R. 1:1000

REGISTERED: 16.2.1988

THIS PLAN 2 OF PARTS 4 UNDER  
ACT 674 ALICEST, 1987.

*R. Blaxter*

Survey registered under Surveyors Act 1938  
This is Plan 2 of the original  
Amended covered by my Certificate No. \_\_\_\_\_ of \_\_\_\_\_

Council Clerk

For use where stated in instrument in any plan on File  
THE ELECTRICITY COMMISSION OF NSW

DARLINGTON POINT  
— BURONGA  
220 KV TRANSMISSION LINE

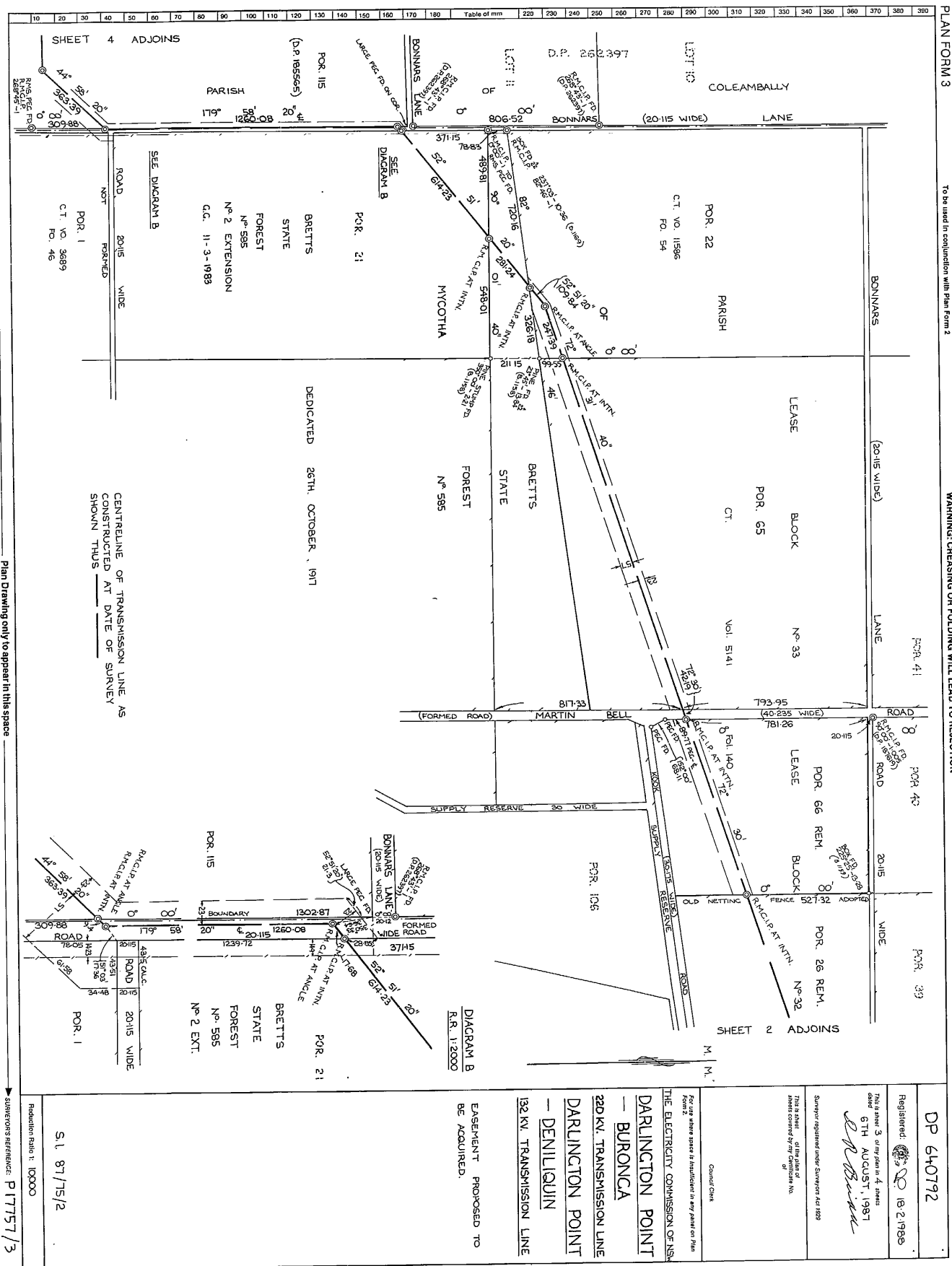
DARLINGTON POINT  
— DENILQUIN  
132 KV TRANSMISSION LINE

EASEMENT PROPOSED TO  
BE ACQUIRED

S.I. 87/15/2

Production file: 10900

Surveyors reference: P17757/2



PLAN FORM 3  
 To be used in conjunction with Plan Form 2  
 WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION  
 OFFICE USE ONLY

Plan Drawing only to appear in this space

CENTRELINE OF TRANSMISSION LINE AS  
 CONSTRUCTED AT DATE OF SURVEY  
 SHOWN THUS \_\_\_\_\_

SHIRVO'S REFERENCE: P17757/3

Registered 18/2/1988 6TH AUGUST, 1987 [Signature] Surveyor registered under Surveyors Act 1978 This is a plan of the site of the land covered by the Certificate No. _____ of _____ Council Clerk	DP 640792 Registered 18/2/1988 6TH AUGUST, 1987 [Signature] Surveyor registered under Surveyors Act 1978 This is a plan of the site of the land covered by the Certificate No. _____ of _____ Council Clerk	Proposed where space is insufficient to set out on this THE ELECTRICITY COMMISSION OF NSW — BURONCA DARLINGTON POINT 220 KV. TRANSMISSION LINE — DENILQUIN 132 KV. TRANSMISSION LINE EASEMENT PROPOSED TO BE ACQUIRED.	S.L. 87/75/2 Reduction Ratio: 1:10000
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10	20	30	40	50	60	70	80	90	100	110	120	130	140
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This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day,  
 23rd February, 1988



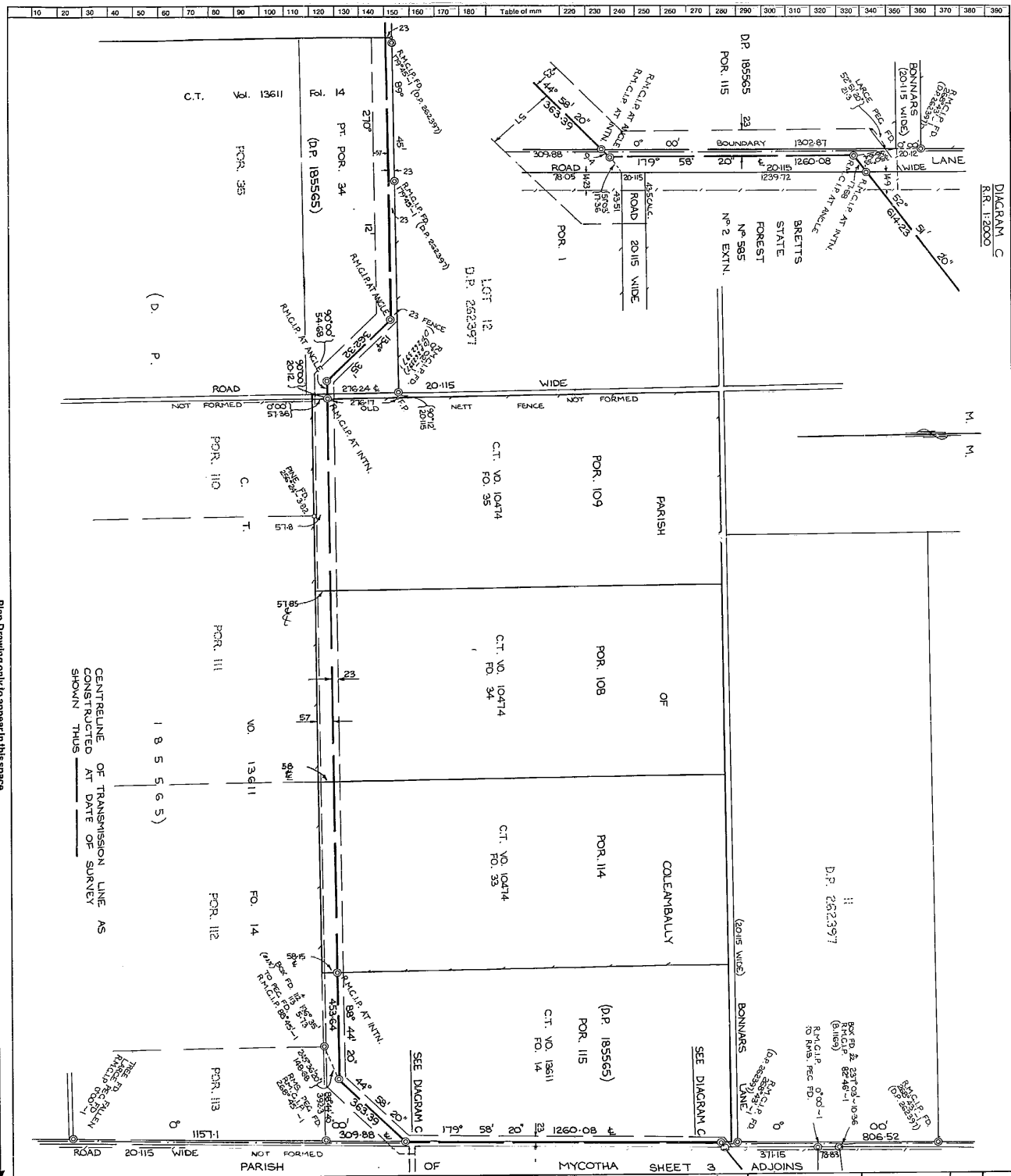
PLAN FORM 3

DIAGRAM C  
 R.R. 12000

To be used in conjunction with Plan Form 2

WARNING: CHEASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY



Plan Drawing only to appear in this space

10	20	30	40	50	60	70	80	90	100	110	120	130	140
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Table of mm

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day

23rd February, 1988

SUMMONERS REFERENCE: P 17757/4

DP 640792

Registered: 18.2.1988

This is sheet 4 of my plan of 4 sheets dated 6TH AUGUST, 1987

Surveyor registered under Surveyors Act 1929

This is sheet of the plan of 4 sheets dated 6TH AUGUST, 1987

Plans covered by my Certificate No.

THE ELECTRICITY COMMISSION OF NSW

For use where space is insufficient in any part of Plan Form 2

220 KV TRANSMISSION LINE

DARLINGTON POINT

DENILQUIN

132 KV TRANSMISSION LINE

EASEMENT PROPOSED TO BE ACQUIRED.

S.I. 87/75/2

Reduction Ratio: 1:10000



Portions, Nos 71 to 73, 75, 76, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

# PLAN OF 18 PORTIONS 71 TO 73 75 76 78 PARISH OF DUDERBANG 108 TO 119 PARISH OF COLEAMBALLY COUNTY OF BOYD

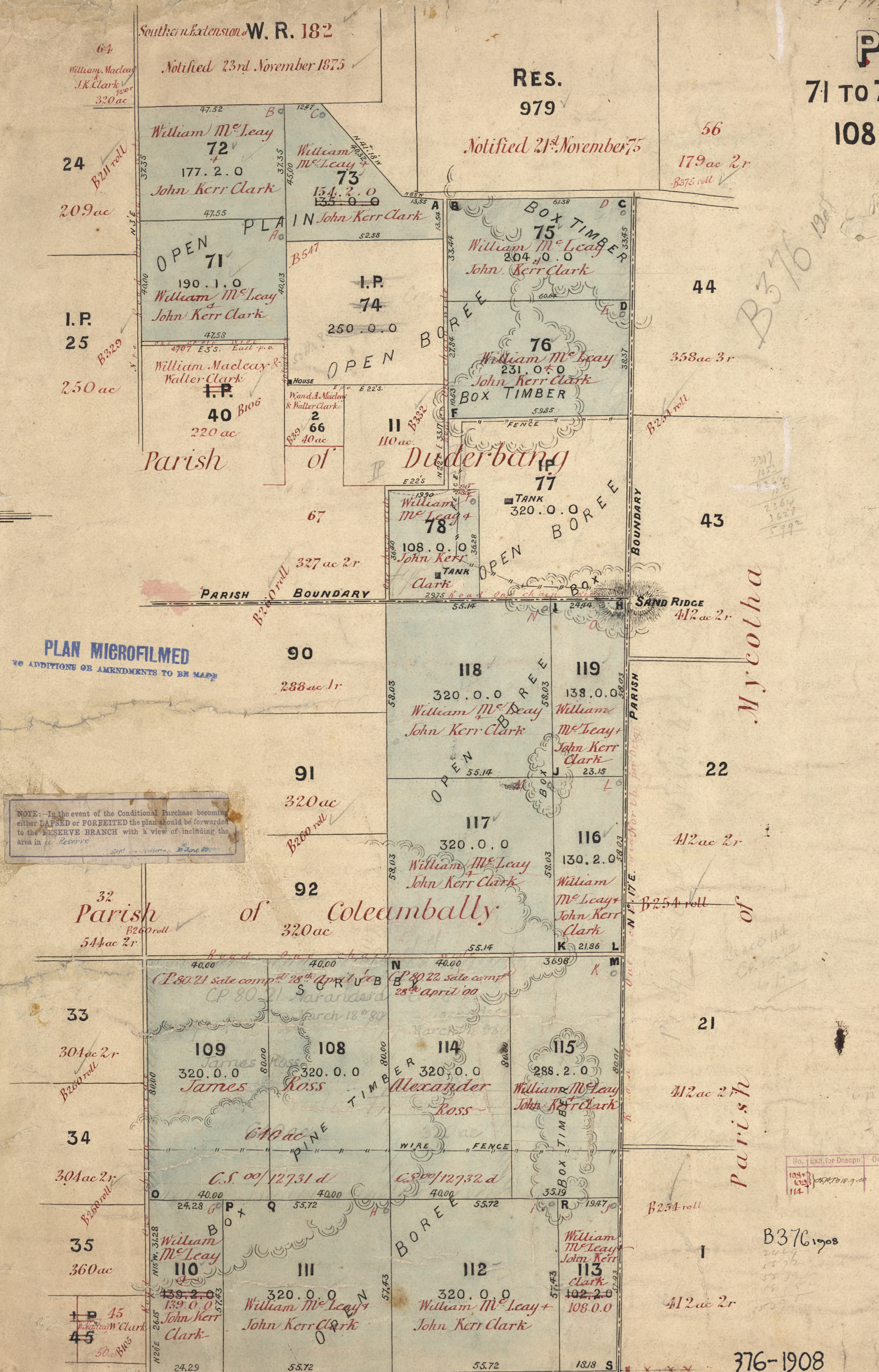
APPLIED FOR UNDER THE 23<sup>rd</sup> CLAUSE OF THE  
 CROWN LANDS ALIENATION ACT OF 1861

by  
**MESSRS CLARKE & McLEAY**

SCALE 20 CHAINS TO AN INCH

PHOTO-LITHOGRAPHED AT THE GOVT. PRINT  
 SYDNEY, NEW SOUTH WALES.

(411 ac 1r)



REFERENCE TO CORNERS.

CORNERS	BEARING	FROM	LINKS	N <sup>o</sup> ON TREE
A	117. 20	Box	31	73.
B	39. 00	"	43 1/2	75.
C	26. 35	"	32 1/2	75.
D	168. 05	"	19	75.76.
F	262. 40	"	30	76.77.
H	330. 47	Pine	10 1/2	119.
I	277. 29	Box	39 1/2	118. 119.
J	95. 25	"	31 1/2	116. 117. 118. 119.
K	104. 45	Pine	52	116. 117.
L	61. 40	"	71	116.
M	138. 17	"	90	115.
N	270. 33	"	45	108. 117.
O	99. 16	"	68 1/2	109. 110.
P	256. 24	"	19	110. 111.
Q	82. 47	"	85	108. 109.
R	197. 52	Box	38	112. 113.
S	153. 33	"	3	113.

All other corners numbered Posts.

VALUE OF IMPROVEMENTS.

Portion 108.	fence	£ 10. -
" 109.	P. Coleambally fence	10. -
" 114.	fence	15. -
" 115.	fence	17. 10
" 78. P. Duderbang	fence	15. -
"	Tank	80. -

Marked in accordance with regulations  
 Instrument used in Survey Theodolite  
 Date of Survey 24<sup>th</sup> March to 12<sup>th</sup> April 1877  
 Situated in the Uratta Run

376-1908

Transmitted to the General with my letter of the 2<sup>nd</sup> June 1877.

PLAN MICROFILMED  
 NO ADDITIONS OR AMENDMENTS TO BE MADE

NOTE:—In the event of the Conditional Purchase becoming either LAPSED or FORFEITED the plan should be forwarded to the RESERVE BRANCH with a view of including the area in the Reserve.

No.	Exd. for Descrip.	Deed Issued
108		
109		
114		

Water Reserve 1296  
 Notified 17 December 1877

1/10 1/10 1/10  
 2/10 2/10 2/10  
 1/10 1/10 1/10



97-11R



# REQUEST

Real Property Act 1900



2025016 S

(A) **STAMP DUTY**  
If applicable.

Office of State Revenue use only

(B) **TITLE**  
Show no more than 20.

See Schedule

(C) **REGISTERED DEALING**  
If applicable.

See Schedule

(D) **LODGED BY**

L.T.O. Box	Name, Address or DX and Telephone	Dealing Code
<b>38W</b>	V. J. Ralph & Co. DX 347 Sydney Phone: 233 8088	
REFERENCE (max 15 characters): ETA/DD/132KV1		OVER.

(E) **APPLICANT**

The New South Wales Electricity Transmission Authority

(F) **REQUEST**

REQUESTS:

The Registrar- General pursuant to Section 46C of the Real Property Act 1900, to record the NEW SOUTH WALES ELECTRICITY TRANSMISSION AUTHORITY as the proprietor of the estate and interest in the easements defined in the schedule hereto, in respect of which the *Electricity Commission of New South Wales* is registered as proprietor, such estate and interest having been transferred to the NEW SOUTH WALES ELECTRICITY TRANSMISSION AUTHORITY by virtue of Clause 4 (1) of Schedule 2 to the Electricity Transmission Act, 1994.

OWEN MELVYN RALPH

Authorised Agent of  
The New South Wales Electricity  
Transmission Authority.

CHECKED BY (office use only)

20  
0

(G) **STANDARD EXECUTION**

Certified correct for the purposes of the Real Property Act 1900.

DATE 18.3.1996

Signed in my presence by the Applicant who is personally known to me.

*R. Gough*

Signature of Witness

*RICHARD LEONARD GOUGH*

Name of Witness (BLOCK LETTERS)

*18 ROSSFORD AVE JANNALI*

Address of Witness

*[Handwritten Signature]*

Signature of Applicant

Authorised Agent of  
The New South Wales Electricity  
Transmission Authority.

**EXECUTION INCLUDING STATUTORY DECLARATION**

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900, and I certify this Application correct for the purposes of the Real Property Act 1900. Made and subscribed at ..... in the State of ..... on ..... 19 ..... in the presence of

Signature of Witness

Name of Witness (BLOCK LETTERS)

Address and Qualification of Witness

Signature of Applicant

ANNEXURE

DARLINGTON POINT - DENILIQUIN 132KV Transmission Line  
(ETA/DD/132KV1)

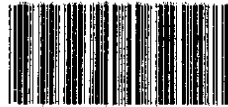
Index	Plan	Title Reference	Created by/Dealing
2	P17757/3	22/750896	X409235 EA ✓
2	P17757/3	3689-46 ✓	X402448 ✓
2	P17757/4	13611-14 ✓	X425323 ✓
2	P17757/4	114/750879	X716675 EA ✓
2	P17757/4	108/750879	X716675 EA ✓
2	P17757/4	109/750879	X716675 EA ✓
3	P17758/1	13611-13 ✓	X425323 ✓
3	P17758/1	7902-64 ✓	X425323
3	P17758	11/740889	X425323 EA ✓
3 & 4	P17758/4/59	5720-19 ✓	X402443
4	P17759	14346-63 AC.	X402443 EA ✓
5	P17706/1/2	1/249338	X334894 EA ✓
5	P17706/3	14346-64 AC	X415334 EB ✓
6	P18224/1	4168-103 AC.)	I329060 EA - ✓
6	P18224/1	1/126676	I329060 EA - ✓
6	P18224/2	4/114366	I329060 ER - ✓
6	P18224/2	7385-214 AC.)	I329060 EA - ✓
6	P18224/2	8646-236 AC.	U100963 EA ✓
6	P18224/3	6299-71 AC.	U782066 EA ✓
6	P18224/4	7096-26 AC.	Z952930 EA ✓

X T88323



RP 138

STAMP DUTY



X716675

OFFICE OF STATE REVENUE  
(N.S.W.)  
1988  
NO DUTY AND STAMP DUTY PAYABLE ON THIS INSTRUMENT

**TRANSFER  
GRANTING EASEMENT**

REAL PROPERTY ACT, 1900  
(See Instructions for Completion on back of form)

TG A of 1  
\$ 69

DESCRIPTION OF LAND  
Note (a)

Servient Tenement (Land burdened)	Dominant Tenement (Land benefited)
Torrens Title Reference	Torrens Title Reference
Volume 10474 Folio 33, Volume 10474 Folio 34, Volume 10474 Folio 35 being that part thereof which falls within the land shown as site of easement proposed to be acquired for transmission line 80 metres wide within Deposited Plan 640792	

TRANSFEROR  
(registered proprietor of servient tenement)  
Note (b)

ANTONIO GUARDALA and NATALE ZUMBO

Note (c)

(the abovenamed TRANSFEROR) hereby acknowledges receipt of the consideration of \$ ~~3,250.00~~ \$6,150.00 and TRANSFERS and GRANTS an easement for transmission line and other rights as more fully set forth in the Annexure hereto marked "A"

OFFICE USE ONLY

OVER.

TRANSFEEE  
(registered proprietor of dominant tenement)  
Note (b)

out of the servient tenement and appurtenant to the dominant tenement to the TRANSFEEE  
THE ELECTRICITY COMMISSION OF NEW SOUTH WALES of Hyde Park Tower, Corner Park and Elizabeth Streets, Sydney

PRIOR ENCUMBRANCES  
Note (d)

subject to the following PRIOR ENCUMBRANCES: 1. ....  
2. ....  
3. ....

EXECUTION  
Note (e)

DATE OF TRANSFER 15 March 1988  
We hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900.

Signed in my presence by the transferor who is personally known to me

L. D'AQUINO  
Signature of Witness  
Name of Witness (BLOCK LETTERS)  
93 YAMBIL ST., GRIFFITH  
Address and occupation of Witness  
SOLICITOR

A. Guardala  
ANTONIO GUARDALA

A. Guardala  
NATALE ZUMBO by his Attorney  
ANTONIO GUARDALA under Power of Attorney  
No. 355 Book 3726.  
Signature of Transferor

Note (e)

Signed in my presence by the transferee who is personally known to me

Signature of Witness  
Name of Witness (BLOCK LETTERS)  
Address and occupation of Witness

Signed for The Electricity Commission of New South Wales pursuant to a Delegation made on: 22nd December, 1983  
Burton Challice Moldrich  
Manager/Property & Administration  
Signature of Transferor  
Delegate of the Commission

TO BE COMPLETED BY LODGING PARTY  
Notes (f) and (g)

LODGED BY		LOCATION OF DOCUMENTS	
CT	OTHER	CT	OTHER
Williams Brothers - CMPS Engineers PO Box 369 Chatswood NSW 2067 Phone: 4129845 Delivery Box Number <u>42</u>		Herewith.	
		In R.G.O. with .....	
		Produced by <u>WESTRAC BANKING CORPORATION</u>	
Extra Fee	Checked by <u>EFH</u> <u>EAB</u>	REGISTERED <u>11-8-1988</u>	<u>OVER</u>
		Registrar General	

OFFICE USE ONLY

RA12A

RA291

cls

CT PRO 31Y K3V © 15/8/1988

725

\$69 C

RP 13B

**INSTRUCTIONS FOR COMPLETION**

This dealing should be marked by the Commissioner of Stamp Duties before lodgment at the Registrar General's Office.

Typewriting and handwriting should be clear, legible and in permanent black non-copying ink.

Alterations are not to be made by erasure; the words rejected are to be ruled through and initialled by the parties to the dealing.

If the space provided is insufficient, additional sheets of the same size and quality of paper and having the same margins as this form should be used. Each additional sheet must be identified as an annexure and signed by the parties and the attesting witnesses.

Registered mortgagees, chargees and lessees of the servient tenement should consent to the grant of easement; otherwise, the mortgage, charge or lease should be noted in the memorandum of prior encumbrances.

Rule up all blanks.

The following instructions relate to the side notes on the form.

- (a) Description of land. **TORRENS TITLE REFERENCE.**—Insert the current Folio Identifiers or Volume and Folios of the Certificates of Title/Crown Grants for both the dominant and servient tenements, e.g., 135/SP12345 or Vol. 8514 Fol. 126.
- (b) Show the full name, address and occupation or description.
- (c) State the nature of the easement (see, e.g., section 181A of the Conveyancing Act, 1919), and accurately describe the site of the easement. The transfer and grant must comply with section 88 of the Conveyancing Act, 1919.
- (d) In the memorandum of prior encumbrances state only the registered number of any mortgage, lease or charge (except where the consent of the mortgagee, lessee or chargee is furnished), and of any writ recorded in the Register.
- (e) Execution.

- GENERALLY**
  - (i) Should there be insufficient space for the execution of this dealing, use an annexure sheet.
  - (ii) The certificate of correctness under the Real Property Act, 1900 must be signed by all parties to the transfer, each party to execute the dealing in the presence of an adult witness, not being a party to the dealing, to whom he is personally known.  
The solicitor for the transferee may sign the certificate on behalf of the transferee, the solicitor's name (not that of his firm) to be typewritten or printed adjacent to his signature. Any person falsely or negligently certifying is liable to the penalties provided by section 117 of the Real Property Act, 1900.
- ATTORNEY** (iii) If the transfer is executed by an attorney for the transferee pursuant to a registered power of attorney, the form of attestation must set out the full name of the attorney, and the form of execution must indicate the source of his authority, e.g., "AB by his attorney (or receiver or delegate, as the case may be) XY pursuant to power of attorney registered Book No. . . . and I declare that I have no notice of the revocation of the said power of attorney".
- AUTHORITY** (iv) If the transfer is executed pursuant to an authority (other than specified in (iii)), the form of execution must indicate the statutory, judicial or other authority pursuant to which the transfer has been executed.
- CORPORATION** (v) If the transfer is executed by a corporation under seal, the form of execution should include a statement that the seal has been properly affixed, e.g., in accordance with the Articles of Association of the Corporation. Each person attesting the affixing of the seal must state his position (e.g., director, secretary) in the corporation.

- (f) Insert the name, postal address, Document Exchange reference, telephone number, and delivery box number of the lodging party.
- (g) The lodging party is to complete the LOCATION OF DOCUMENTS panel. Place a tick in the appropriate box to indicate the whereabouts of the Certificate of Title. List, in an abbreviated form, other documents lodged, e.g., stat. dec. for statutory declaration, pbrt for probate, L/A for letters of administration.

OFFICE USE ONLY

FIRST SCHEDULE DIRECTIONS						
DIRECTION: PROP No. OF NAMES:						
(A)	FOLIO IDENTIFIER	(B) No.	(C) SHARE	(D)	(E)	NAME AND DESCRIPTION
SECOND SCHEDULE & OTHER DIRECTIONS						
(F)	FOLIO IDENTIFIER OR REF. DEALING & FOLIO IDENTIFIER	(G) DIRECTION	(H) NOTFN TYPE	(I)	DEALING NUMBER	(K) DETAILS
	10474-33 10474-34 10474-35	ON	EA			Easement for transmission line affecting the part of the land within described shown 80 wide in D.P. 640792.
	10474-33 " - 34 " - 35	UNR ON	X UX		T 88323	CAVEATOR CONSENTED
	10474-33 " 34 " 35	CT				} 377

(Send notice of registration card to L.P.)

"A"

This is the annexure marked "A" referred to in the Transfer Granting Easement from ANTONIO GUARDALA and NATALE ZUMBO to The Electricity Commission of New South Wales.

Full and free right leave liberty and licence for the transferee its successors and assigns (being the Crown or a public or local authority constituted by Act of Parliament) its and their servants and all other persons authorised by it or them to act on its or their behalf:

- (a) to erect construct place inspect alter repair renew maintain and use through along and in and remove from the servient tenement overhead electricity transmission mains wires and cables and the supports therefor (including towers and poles) and other ancillary works for the transmission of electricity and for purposes incidental thereto and to repair inspect alter renew maintain use and remove any works of the aforementioned categories as are already erected constructed or placed in the servient tenement (the ownership of all of which works the transferors hereby acknowledge is vested in the transferee), and
- (b) to cause or permit electricity to flow or be transmitted through and along the said transmission mains wires and cables, and
- (c) with or without horses vehicles plant and equipment to enter and be in the servient tenement for the purpose of exercising any rights granted to it or them hereunder, and
- (d) to cut or trim or lop trees branches and other growths or foliage exceeding three metres in height which now or at any time hereafter may overhang encroach or be in or on the servient tenement and which may or may be likely to interfere with any right leave liberty or licence granted hereunder.

And the transferors do hereby for themselves their executors administrators and assigns as owners for the time being of the servient tenement covenant with the transferee its said successors and assigns that they will not:

- (a) do or knowingly suffer to be done any act or thing which may interfere with injure damage or destroy the said mains wires cables towers poles or ancillary works or any of them or obstruct prevent or interfere with the free flow of electricity through and along the said transmission mains wires and cables,
- (b) erect or place or permit the erection or placing in or on the servient tenement of any building structure plant or apparatus without the permission in writing of the transferee its said successors or assigns.

ANTONIO GUARDALA

*A. Guardala*

NATALE ZUMBO by his Attorney

*A. Guardala*

ANTONIO GUARDALA under Power of Attorney  
No. 355 Book 3726.

*[Signature]*

*[Signature]*





-8 FEB 1988 11 34

BK3726 NO355

COPY

NEW SOUTH WALES  
DEPARTMENT OF FINANCE  
STAMP DUTY  
\$ 10.00  
CHIEF COMMISSIONER

X716675

N.S.W. Stamp Duty \$

paid.

**GENERAL POWER OF ATTORNEY**  
(Conveyancing Act, 1919 as amended)  
Schedule VII

PART I

This Power of Attorney is made on the Twenty eighth day of July 19 86

1. Address and occupation of Donor

by <sup>(1)</sup> NATALE ZUMBO

2. State full name, address and occupation of each attorney

of 6 Broad Street, Crofton Park, Labourer.

1. I appoint <sup>(2)</sup> ANTONIO GUARDALA

of 1189 Irrigation Way, Griffith, Farmer

and

of

to be my attorney/ies to exercise, subject to any conditions and limitations specified in Part 2 of this instrument, the authority conferred on him/them by Section 163B of the Conveyancing Act, 1919, to do on my behalf anything I may lawfully authorise an attorney to do.

3. Indicate if attorneys are to act jointly and/or severally

\*2. In the exercise of the authority conferred on him/them by Section 163B of the Conveyancing Act, 1919, my attorney/ies is/are authorised to execute an assurance or other document or do any other act whereby a benefit is conferred on him/them.

\* Delete if not required

\*3. This General Power of Attorney is given with the intention that it will continue to be effective notwithstanding that after its execution I suffer loss of capacity through unsoundness of mind.

Conditions and Limitations

PART 2

4. Specify any conditions and limitations.

A large diagonal line is drawn across the 'Conditions and Limitations' section, indicating that no conditions or limitations are specified.

5. Donor's name

In WITNESS whereof I the said <sup>(1)</sup> NATALE ZUMBO have hereunto set my hand and seal the day and year first herein before written.

SIGNED SEALED and DELIVERED by the said

<sup>(1)</sup> NATALE ZUMBO

in the presence of <sup>(2)</sup>

*[Signature]*

*[Signature]*

6. If clause 3 is not deleted the Donor's signature must be witnessed by a prescribed person (see footnote)

CERTIFICATE UNDER SECTION 163F(2) of the CONVEYANCING ACT, 1919

I <sup>(1)</sup> Douglas George Myers  
of Local Court Court house, Burwood

hereby certify as follows:

1. I explained the effect of the within Power of Attorney to the Principal (Donor) before it was executed by him.
2. I am not an attorney appointed under the said Power of Attorney.
3. I have attested the execution of the said Power of Attorney by the Principal (Donor)

dated 28th July 19 86.

*[Signature]*

Solicitor/Clerk of Petty Sessions/Barrister  
Clerk of the Local Court.

7. If clause 3 (above) is not deleted the prescribed person must complete this certificate

FOOTNOTE: The prescribed person referred to in margin notes 6 and 7 must be a Clerk of Petty Sessions or a barrister or a solicitor of a court of any State or Territory of the Commonwealth instructed and employed independently of any solicitor appointed as attorney by this instrument.

The prescribed person must not be a solicitor acting for or employed in the legal practice of a solicitor appointed as attorney under this instrument or a member of a partnership of which the attorney appointed under this instrument is a member.

For the purpose of attesting this instrument in a country outside Australia a prescribed person may, in addition to the prescribed persons referred to above, be a legal practitioner duly qualified in that country instructed and employed independently of any legal practitioner appointed under this instrument.

Lodged by MESSRS. NOYCE, SALMON  
& D'AQUINO, SOLICITORS,  
Address 91-93 YAMBIL STREET,  
GRIFFITH. Phone: (C69) 621788  
Reference: LD:JL:5233  
Delivery Box No. 5902, GRIFFITH.

**STATUTORY DECLARATION**

I, \_\_\_\_\_  
of \_\_\_\_\_ in the State of New South Wales,  
do solemnly and sincerely declare that

*The writing contained above and on the ..... preceding page(s) has been compared by me with the original instrument and is a true copy thereof.*

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act, 1900.

Subscribed and declared at  
this \_\_\_\_\_ day of \_\_\_\_\_ }  
one thousand nine hundred and \_\_\_\_\_ }  
before me

.....  
Justice of the Peace/Commissioner for Affidavits/Solicitor  
or other authorised functionary.

60

FILM WITH  
X 716675

FORM OF CONSENT

EASEMENT FOR TRANSMISSION LINE FROM  
DARLINGTON POINT TO BURONGA  
ELECTRICITY COMMISSION OF NSW

GRANTOR: ANTONIO GUARDALA AND NATALE ZUMBO  
PROPERTY: CT'S VOL 10474, FOLS 33, 34 AND 35

We, LEON DAQUINO AND ALLAN THOMAS HAGGARTY, being the holders of mortgage(s) in respect of the above property, as registered under Dealing Number(s) T142685 dated 13th July, 1982, do hereby consent to the Transfer Granting Easement by the above Grantor, in favour of the Electricity Commission of NSW, dated 8th March 1988 for the Darlington Point to Buronga Electricity Transmission Line.

Dated this 16th day of March 19 88

*[Signature]*  
Allan Haggarty

FO  
FILM WITH  
X 716675

FORM OF CONSENT

EASEMENT FOR TRANSMISSION LINE FROM  
DARLINGTON POINT TO BURONGA  
ELECTRICITY COMMISSION OF NSW

GRANTOR: ANTONIO GUARDALA AND NATALE ZUMBO

PROPERTY: CT'S VOL 10474, FOLS 33, 34 AND 35

We, JOHN SCRIDER PTY LIMITED, being the holders of District Court Writ in respect of the above property, as registered under Dealing Number(s)V848625 dated 23rd July, 1985, do hereby consent to the Transfer Granting Easement by the above Grantor, in favour of the Electricity Commission of NSW, dated 8/3/88.... for the Darlington Point to Buronga Electricity Transmission Line.

Dated this 10th day of March 1988

THE COMMON SEAL of JOHN SCRIDER PTY LTD was hereunto affixed in the presence of



*[Signature]* Secretary  
*[Signature]* Director

FILM WITH  
X 716675

FORM OF CONSENT  
EASEMENT FOR TRANSMISSION LINE FROM  
DARLINGTON POINT TO BURONGA  
ELECTRICITY COMMISSION OF NEW SOUTH WALES

GRANTOR: ANTONIO GUARDALA AND NATALE ZUMBO  
PROPERTY: 1189 IRRIGATION WAY, GRIFFITH, N.S.W.  
CT'S VOL 10474, FOLS 33, 34 AND 35

We, WESTPAC BANKING CORPORATION formerly known as BANK OF NEW SOUTH WALES, being holders of mortgage(s) ~~leave(s)~~ in respect of the above property as registered under Dealing No.(s) S120644, dated 16.9.80, T435582 dated 14.12.82., T435583 dated 14.12.82., do hereby consent to the Transfer Granting Easement by the above Grantor in favour of the Electricity Commission of New South Wales dated 8th March, 1988 for the Darlington Point to Buronga Electricity Transmission Line.

Dated this 29th day of June 1988.

Signed Sealed and Delivered  
for and on behalf of  
WESTPAC BANKING CORPORATION

**RALPH GEOFFREY CATLIN**  
by  
its duly constituted  
Attorney who is  
personally known to me

WESTPAC BANKING CORPORATION  
by its Attorney

who hereby states at the time of his executing this instrument he has no notice of the revocation of the Power of Attorney registered in the office of the Registrar General No. 274 Book 3733 under the authority of which he has executed this instrument.

Kevin Gerard Layt  
Justice of the Peace

Manager General Recovery Unit  
Managers Road, New South Wales Division

FORM OF CONSENT

FILM WITH  
X 716675

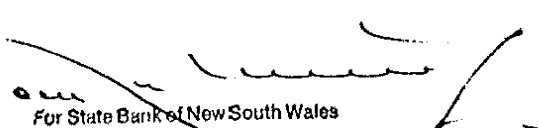
EASEMENT FOR TRANSMISSION LINE FROM  
DARLINGTON POINT TO BURONGA  
ELECTRICITY COMMISSION OF NSW

GRANTOR: ANTONIO GUARDALA AND NATALE ZUMBO

PROPERTY: CT'S VOL 10474, FOLS 33, 34 AND 35

We, STATE BANK OF NEW SOUTH WALES, being the holders of caveat in respect of the above property, as registered under Dealing Number(s)T088323 dated 10th June, 1982, do hereby consent to the Transfer Granting Easement by the above Grantor, in favour of the Electricity Commission of NSW, dated *8th March 1988* for the Darlington Point to Buronga Electricity Transmission Line.

Dated this *20th* day of *June* 1988.

  
For State Bank of New South Wales  
in exercise of a delegation under  
Section 12 of State Bank Act 1981



**Murrumbidgee  
COUNCIL**

Darlington Point Office  
21 Carrington Street  
PO Box 5  
DARLINGTON POINT NSW 2706  
Telephone: 02 6960 5500

Coleambally Office  
39 Broilga Place  
COLEAMBALLY NSW 2707  
Telephone: 02 6954 4060

Jerilderie Office  
35 Jerilderie Street  
PO Box 96  
JERILDERIE NSW 2716  
Telephone: 03 5886 1200

**PLANNING CERTIFICATE UNDER SECTION 10.7 (2)**

**Applicants Name:** InfoTrack **Certificate** 84-20/21  
**Address:** GPO Box 4029  
SYDNEY NSW 4029  
**Date:** 12<sup>th</sup> November 2020  
**Your Reference:** 053116

DESCRIPTION OF LAND	
<b>Assessment No:</b> 5405	<b>House #:</b> 633
<b>Property Name:</b>	<b>Street:</b> Bonnars Road
<b>Parish:</b> Coleambally	Coleambally
<b>Lot/Portion:</b> Lot 108 DP 750879	
<b>Area/Dimensions:</b> 129.51 Ha	
<b>Owner:</b> WL Agriculture International Pty Ltd	
<b>Address:</b> PO Box 129 COLEAMBALLY NSW 2707	

**1. Names of relevant planning instruments and DCPs**

*The names of:*

<p>(1) each environmental planning instrument that applies to the carrying out of development on the land.</p>	<p><b>Jerilderie Local Environmental Plan 2012</b> <b>(Notified 22 June 2012)</b></p> <p><b>Murrumbidgee Local Environmental Plan 2013</b> <b>(notified 3 December 2013)</b> A text and maps are available at: <a href="http://www.legislation.nsw.gov.au">www.legislation.nsw.gov.au</a></p> <p><b>State Environmental Planning Policies</b> – are available for viewing at the web site above and are listed in annexure A</p>
<p>(2) each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).</p>	<p>Council has resolved to prepare a Local Environmental Plan for the Council Area</p>
<p>(3) each development control plan that applies to the carrying out of development on the land.</p>	<p>Jerilderie <del>Development Control Plan 2012</del></p>

	A copy of this plan can be viewed at <a href="http://www.murrumbidgee.nsw.gov.au">www.murrumbidgee.nsw.gov.au</a> Development Control Plan No.1
(4) In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.	None Apply

## 2. Zoning and land use under relevant LEPs

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

(a) the identity of the zone, whether by reference to a name (such as "Residential Zone" or "Heritage Area") or by reference to a number (such as "Zone No 2(a)"),	<del><b>RU1- Primary Production</b></del> <del><b>RU3- Forestry</b></del> <del><b>RU5- Village</b></del> <del><b>R5- Large Lot Residential</b></del> <del><b>IN1- General Industrial</b></del> <del><b>E1- National Parks and Nature Reserves</b></del> <del><b>E3- Environmental Management</b></del> <del><b>W1- Natural Waterways</b></del> <del><b>W2- Recreational Waterways</b></del> <del><b>SP2- Infrastructure</b></del> <del><b>RE1- Public Recreation</b></del> <del><b>RE2- Private Recreation</b></del>
(b) the purposes for which the instrument provides that development may be carried out within the zone without the need for development consent,	Refer to Annexure 'A'
(c) the purposes for which the instrument provides that development may not be carried out within the zone except with development consent,	Refer to Annexure 'A'
(d) the purposes for which the instrument provides that development is prohibited within the zone,	Refer to Annexure 'A'
(e) whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed,	Refer to Annexure 'A' Not applicable
(f) whether the land includes or comprises critical habitat	Yes Not Applicable
(g) whether the land is in a conservation area (however described),	Yes — Refer to Annexure 'B' Not Applicable
(h) whether an item of environmental heritage (however described) is situated on the land.	Yes — Refer to Annexure 'B' Not Applicable

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

To the extent that the land is within any zone (however described) under:	Not applicable.
---	-----------------



- (a) Part 3 of the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (the 2006 SEPP)*, or
- (b) A Precinct Plan (within the meaning of the 2006 SEPP), or
- (c) A proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act,

the particulars referred to in clause 2 (a) – (h) in relation to that land (with a reference to “the instrument” in any of those paragraphs being read as a reference to Part 3 of the 2006 SEPP, or the Precinct Plan or proposed Precinct Plan, as the case requires).

### 3. Complying development

(1) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

(2) The extent to which complying development may not be carried out on the land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4) ), 1.18(1)(c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.

(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.

#### **General Housing Code and Rural Housing Code**

**a) Complying development under the Codes SEPP *may be* carried out on this land for the purposes of clauses 1.17A (1) (c) to (e), (2), (3) and (4) ), 1.18(1)(c3) and 1.19 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.**

**b) ~~Complying development under the Codes SEPP *may not be* carried out on this land for the purposes of clauses 1.17A (1) (c) to (e), (2), (3) and (4) ), 1.18(1)(c3) and 1.19 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 for the following reasons:~~**

- ~~• 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~~
- ~~• Is subject to an interim heritage order under that Act or on which is located an item that is so subject, or~~
- ~~• Is identified as an item of environmental heritage or a heritage item by an environmental planning instrument or on which is located an item that is so identified.~~

~~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 complying development under this policy.~~

- ~~• The land is within a heritage conservation area or a draft heritage conservation area, unless the development is for a detached out building or swimming pool, or~~
- ~~• Land is reserved for a public purpose by an environmental planning instrument, or~~
- ~~• Land that is subject to a biobanking agreement under Part 7A of the Threatened Species Conservation Act 1995 or a~~

~~property vegetation plan approved under the native Vegetation Act 2003.~~

**Commercial and Industrial (New Buildings and Additions) Code**

~~a) Complying development under the Codes SEPP may be carried out on this land for the purposes of clauses 1.17A (1) (c) to (e), (2), (3) and (4) ), 1.18(1)(c3) and 1.19 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.~~

~~b) Complying development under the Codes SEPP may not be carried out on this land for the purposes of clauses 1.17A (1) (c) to (e), (2), (3) and (4) ), 1.18(1)(c3) and 1.19 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 for the following reasons:~~

- ~~• 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~~
- ~~• Is subject to an interim heritage order under that Act or on which is located an item that is so subject, or~~
- ~~• Is identified as an item of environmental heritage or a heritage item by an environmental planning instrument or on which is located an item that is so identified.~~

~~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 complying development under this policy.~~

- ~~• The land is within a heritage conservation area or a draft heritage conservation area, or~~
- ~~• Land is reserved for a public purpose by an environmental planning instrument, or~~
- ~~• Land is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997, or~~
- ~~• Land that is subject to a biobanking agreement under Part 7A of the Threatened Species Conservation Act 1995 or a property vegetation plan approved under the native Vegetation Act 2003.~~

**Other Codes**

**Housing Alterations Code**

**General Development Code**

**Demolition Code**

**Subdivision Code**

**Fire Safety Code  
Commercial and Industrial Alterations Code**

**(a)** Complying development under the Codes SEPP may be carried out on this land for the purposes of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

~~**(b)** Complying development under the Codes SEPP may not be carried out on this land for the purposes of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 for the following reasons:~~

- ~~• 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~~
- ~~• Is subject to an interim heritage order under that Act or on which is located an item that is so subject, or~~
- ~~• Is identified as an item of environmental heritage or a heritage item by an environmental planning instrument or on which is located an item that is so identified.~~

~~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 complying development under this policy.~~

**Disclaimer**

This certificate only addresses matters raised in Clause 1.17A (1)(c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of the Codes SEPP. It is your responsibility to ensure that you comply with any other requirements of the Codes SEPP. Failure to comply with these provisions may mean that a Complying Development Certificate issued under the provisions of the Codes SEPP could be invalidated by the Land and Environment Court.

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

**4. Coastal protection**

Whether or not the land is affected by the operation of section 38 or 39 of the Coastal Protection Act 1979, but only to the extent that the council has been so notified by the Department of Public Works.

The land is not affected by the operation of Section 38 or 39 of the *Coastal Protection Act 1979*, but only to the extent that the Council has been so notified by the Department of Public Works.

#### 4A. Certain information relating to beaches and coasts

<p>(1) In relation to a coastal council – whether an order has been made under Part 4D of the <u>Coastal Protection Act 1979</u> in relation to emergency coastal protection works (within the meaning of the Act) on the land (or on public land adjacent to that land), except where the Council is satisfied that such an order has been fully complied with.</p> <p>(2) In relation to a coastal council:</p> <p>(a) Whether the council has been notified under section 55X of the <u>Coastal Protection Act 1979</u> that emergency coastal protection works (within the meaning of that Act) have been placed on the land (or on public land adjacent to that land), and</p> <p>(b) If works have been so placed – whether the council is satisfied that the works have been removed and the land restored in accordance with that Act.</p>	<p><i>Not applicable.</i></p>
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#### 4B. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

<p>In relation to a coastal council – whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the <u>Local Government Act 1993</u> for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).</p>	<p><i>Not applicable</i></p>
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#### 5. Mine subsidence

<p>Whether or not the land is proclaimed to be a mine subsidence district within the meaning of Section 15 of the <u>Mine Subsidence Compensation Act 1961</u>.</p>	<p>This land is not proclaimed to be a mine subsidence district within the meaning of Section 15 of the <u>Mine Subsidence Compensation Act 1961</u>.</p>
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#### 6. Road widening and road realignment

*Whether or not the land is affected by any road widening or road realignment under:*

<p>(a) Division 2 of Part 3 of the <u>Roads Act 1993</u>, or</p> <p>(b) any environmental planning instrument, or</p> <p>(c) any resolution of the council.</p>	<p>None apply</p>
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#### 7. Council and other public authorities policies on hazard risk restrictions

*Whether or not the land is affected by a policy:*

<p>(a) adopted by the council, or</p> <p>(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,</p> <p>that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).</p>	<p>None Apply</p> <p><del>Bushfire Prone</del></p>
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#### 7A. Flood related development controls information

(1) Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or senior housing) is subject to flood related development controls.	Yes
(2) Whether or not development on that land or part of the land for any other purposes is subject to flood related development controls.	None Apply
(3) Words and expressions in this clause have the same meanings as in the Standard Instrument.	

#### 8. Land reserved for acquisition

Whether or not any environmental planning instrument, or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.	None apply
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#### 9. Contributions plans

*The name of each contribution plan applying to the land.*

<b>Section 94 Development Servicing Plan,</b>	Murrumbidgee Section 94A contribution plan applies.
<b>Section 64 Development Servicing Plan,</b>	None Apply  Darlington Point and Coleambally Peripheral Area Contributions plan

#### 9A. Biodiversity certified land

If the land is biodiversity certified land (within the meaning of Part 7AA of the <i>Threatened Species Conservation Act 1995</i> ), a statement to that effect.	None apply
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#### 10. Biodiversity stewardship sites

If the land is a biodiversity stewardship agreement under Part 5 of the <i>Biodiversity Conservation Act 2016</i> , a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage.	None apply  <del>Council has been notified of a Biobanking agreement issued by the Minister for Environment and Heritage</del>
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#### 10A. Native vegetation clearing set asides

If the land contains a set aside area under section 60ZC of the Local Land Services Act 2013, a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section)	None apply  <del>Council has been notified of a Biobanking agreement issued by the Minister for Environment and Heritage</del>
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#### 11. Bush fire prone land

If any of the land is bush fire prone land (as defined in the Act), a statement that all or, as the case may be, some of the land. If none of the land is bush fire prone land, a statement to that effect.	None apply Part of the land is bush fire prone.
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	All of the land is bush fire prone.
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**12. Property vegetation plans**

If the land is land to which a property vegetation plan under Part 4 of the <u>Native Vegetation Act 2003</u> (and that continues in force) applies, 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).	None apply Council has been notified of a PVP, Please contact the relevant Catchment Management Authority for further information
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**13. Orders under Trees (Disputes Between Neighbours) Act 2006**

Whether an order has been made under the <u>Trees (Disputes Between Neighbours) Act 2006</u> to carry out work in relation to a tree on the land (but only if the council has been notified of the order).	None apply
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**14. Directions under Part 3A**

If there is a direction by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect, a statement to that effect identifying the provision that does not have effect.	None apply
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**15. Site compatibility certificates and conditions for seniors housing**

If the land is land to which <u>State Environmental Planning Policy (Housing for Senior or People with a Disability) 2004</u> applies: (a) a statement of whether there is a current site compatibility certificate (of which the council is aware), issued under clause 25 of that Policy in respect of proposed development on the land and, if there is a certificate, the statement is to include: (i) the period for which the certificate is current, and (ii) that a copy may be obtained from the head office of the Department of Planning, and (b) a statement setting out any terms of a kind referred to in clause 18(2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.	None apply
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**16. Site compatibility certificates for infrastructure, schools or TAFE establishments**

A statement of whether there is a valid site compatibility certificate (infrastructure) or site compatibility certificate (schools or TAFE establishments), of which the council is aware, in respect of proposed development on the land and, if there is a certificate the statement is to include: (a) the period for which the certificate is valid, and (b) that a copy may be obtained from the head office of the Department.	None apply
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**17. Site compatibility certificate and conditions for affordable rental housing**

<p>(1) A statement of whether there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development in the land and, if there is a certificate, the statement is to include:                  (a) the period for which the certificate is current, and                  (b) That a copy may be obtained front he head office of the Department.</p>	None apply
<p>(2) A statement setting out any terms of a kind referred to in clause 17(1) or 38(1) of <u>State Environmental Planning Policy (affordable Housing) 2009</u> that have been imposed as a condition of consent to a development application in respect of the land.</p>	None apply

**18. Paper subdivision information**

<p>(1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.                  (2) The date of any subdivision order that applies to the land.                  (3) Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.</p>	<p><del>a) Council is not aware 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.</del>   <del>b) Council is not aware of any subdivision order that applies to the land.</del></p>
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**19. Site verification certificates**

<p>A statement of whether there is a current site verification certificate, of which the council is aware, in respect of the land and, if there is a certificate, the statement is to include:                  (a) the matter certified by the certificate, and                  (b) the date on which the certificate ceases to be current (if any), and                  (c) that a copy may be obtained from the head office of the Department.</p>	None Apply
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**20. Loose-fill asbestos insulation**

<p>If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the <u>Home Building Act 1989</u>) that are listed on the register that is required to be maintained under that Division, a statement to that effect.</p>	None Apply
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**21. Affected building notices and building product rectification orders**

<p>(1) A statement of whether there is any affected building notice of which the council is aware that is in force in respect of the land.</p> <p>(2) A statement of:</p> <p>(a) whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and</p> <p>(b) whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.</p> <p>(3) In this clause:  affected building notice has the same meaning as in Part 4 of the Building Products (Safety) Act 2017.  building product rectification order has the same meaning as in the Building Products (Safety) Act 2017.</p>	None Apply
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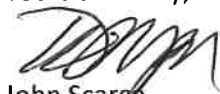
**Note:** The following matters are prescribed by section 59 (2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate.

(a) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act-if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued.	None apply
(b) that the land to which the certificate relates is subject to a management order within the meaning of that Act-if it is subject to such an order at the date when the certificate is issued.	None apply
(c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act-if it is the subject of such an approved proposal at the date when the certificate is issued.	None apply
(d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act-if it is subject to such an order at the date when the certificate is issued.	None apply
(e) that the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act-if a copy of such a statement has been provided at any time to the local authority issuing the certificate.	None apply

**Contaminated Land**

~~Council's records indicate that a past use of the site may have resulted in the contamination of part or all of the site, which may restrict future development of the site. Consideration of relevant provision under relevant State legislation is warranted – Farm Land.~~

Yours sincerely,



John Scarce  
General Manager





**Murrumbidgee  
COUNCIL**

Darlington Point Office  
21 Carrington Street  
PO Box 5  
DARLINGTON POINT NSW 2706  
Telephone: 02 6960 5500

Coleambally Office  
39 Brolga Place  
COLEAMBALLY NSW 2707  
Telephone: 02 6954 4060

Jerilderie Office  
35 Jerilderie Street  
PO Box 96  
JERILDERIE NSW 2716  
Telephone: 03 5886 1200

**PLANNING CERTIFICATE UNDER SECTION 10.7 (2)**

**Applicants Name:** InfoTrack **Certificate** 85-20/21  
**Address:** GPO Box 4029  
SYDNEY NSW 4029  
**Date:** 12<sup>th</sup> November 2020  
**Your Reference:** 053116

**DESCRIPTION OF LAND**

**Assessment No:** 5405 **House #:** 633  
**Property Name:** **Street:** Bonnars Road  
**Parish:** Coleambally Coleambally  
**Lot/Portion:** Lot 114 DP 750879  
**Area/Dimensions:** 129.86 Ha  
**Owner:** WL Agriculture International Pty Ltd  
**Address:** PO Box 129  
COLEAMBALLY NSW 2707

**1. Names of relevant planning instruments and DCPs**

*The names of:*

<p>(1) each environmental planning instrument that applies to the carrying out of development on the land.</p>	<p><del>Jerilderie Local Environmental Plan 2012</del> <b>(Notified 22 June 2012)</b></p> <p><b>Murrumbidgee Local Environmental Plan 2013</b> <b>(notified 3 December 2013)</b> A text and maps are available at: <a href="http://www.legislation.nsw.gov.au">www.legislation.nsw.gov.au</a></p> <p><b>State Environmental Planning Policies</b> – are available for viewing at the web site above and are listed in annexure A</p>
<p>(2) each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).</p>	<p>Council has resolved to prepare a Local Environmental Plan for the Council Area</p>
<p>(3) each development control plan that applies to the carrying out of development on the land.</p>	<p><del>Jerilderie Development Control Plan 2012</del></p>

	A copy of this plan can be viewed at <a href="http://www.murrumbidgee.nsw.gov.au">www.murrumbidgee.nsw.gov.au</a> Development Control Plan No.1
(4) In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.	None Apply

## 2. Zoning and land use under relevant LEPs

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

(a) the identity of the zone, whether by reference to a name (such as "Residential Zone" or "Heritage Area") or by reference to a number (such as "Zone No 2(a)"),	<b><del>RU1- Primary Production</del></b> <b><del>RU3- Forestry</del></b> <b><del>RU5- Village</del></b> <b><del>R5- Large Lot Residential</del></b> <b><del>IN1- General Industrial</del></b> <b><del>E1- National Parks and Nature Reserves</del></b> <b><del>E3- Environmental Management</del></b> <b><del>W1- Natural Waterways</del></b> <b><del>W2- Recreational Waterways</del></b> <b><del>SP2- Infrastructure</del></b> <b><del>RE1- Public Recreation</del></b> <b><del>RE2- Private Recreation</del></b>
(b) the purposes for which the instrument provides that development may be carried out within the zone without the need for development consent,	Refer to Annexure 'A'
(c) the purposes for which the instrument provides that development may not be carried out within the zone except with development consent,	Refer to Annexure 'A'
(d) the purposes for which the instrument provides that development is prohibited within the zone,	Refer to Annexure 'A'
(e) whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed,	Refer to Annexure 'A' Not applicable
(f) whether the land includes or comprises critical habitat	Yes Not Applicable
(g) whether the land is in a conservation area (however described),	Yes — Refer to Annexure 'B' Not Applicable
(h) whether an item of environmental heritage (however described) is situated on the land.	Yes — Refer to Annexure 'B' Not Applicable

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

To the extent that the land is within any zone (however described) under:	Not applicable.
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- (a) Part 3 of the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (the 2006 SEPP)*, or
- (b) A Precinct Plan (within the meaning of the 2006 SEPP), or
- (c) A proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act,

the particulars referred to in clause 2 (a) – (h) in relation to that land (with a reference to “the instrument” in any of those paragraphs being read as a reference to Part 3 of the 2006 SEPP, or the Precinct Plan or proposed Precinct Plan, as the case requires).

### 3. Complying development

(1) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

(2) The extent to which complying development may not be carried out on the land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4) ), 1.18(1)(c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.

(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.

#### **General Housing Code and Rural Housing Code**

**a) Complying development under the Codes SEPP may be carried out on this land for the purposes of clauses 1.17A (1) (c) to (e), (2), (3) and (4) ), 1.18(1)(c3) and 1.19 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.**

~~b) Complying development under the Codes SEPP may not be carried out on this land for the purposes of clauses 1.17A (1) (c) to (e), (2), (3) and (4) ), 1.18(1)(c3) and 1.19 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 for the following reasons:~~

- ~~• 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~~
- ~~• Is subject to an interim heritage order under that Act or on which is located an item that is so subject, or~~
- ~~• Is identified as an item of environmental heritage or a heritage item by an environmental planning instrument or on which is located an item that is so identified.~~

~~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 complying development under this policy.~~

- ~~• The land is within a heritage conservation area or a draft heritage conservation area, unless the development is for a detached out building or swimming pool, or~~
- ~~• Land is reserved for a public purpose by an environmental planning instrument, or~~
- ~~• Land that is subject to a biobanking agreement under Part 7A of the Threatened Species Conservation Act 1995 or a~~

~~property vegetation plan approved under the native Vegetation Act 2003.~~

**Commercial and Industrial (New Buildings and Additions) Code**

~~a) Complying development under the Codes SEPP may be carried out on this land for the purposes of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.~~

~~b) Complying development under the Codes SEPP may not be carried out on this land for the purposes of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 for the following reasons:~~

- ~~• 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~~
- ~~• Is subject to an interim heritage order under that Act or on which is located an item that is so subject, or~~
- ~~• Is identified as an item of environmental heritage or a heritage item by an environmental planning instrument or on which is located an item that is so identified.~~

~~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 complying development under this policy.~~

- ~~• The land is within a heritage conservation area or a draft heritage conservation area, or~~
- ~~• Land is reserved for a public purpose by an environmental planning instrument, or~~
- ~~• Land is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997, or~~
- ~~• Land that is subject to a biobanking agreement under Part 7A of the Threatened Species Conservation Act 1995 or a property vegetation plan approved under the native Vegetation Act 2003.~~

**Other Codes**

**Housing Alterations Code**

**General Development Code**

**Demolition Code**

**Subdivision Code**

	<p><b>Fire Safety Code</b> <b>Commercial and Industrial Alterations Code</b></p> <p><b>(a)</b> Complying development under the Codes SEPP may be carried out on this land for the purposes of clauses 1.17A (1) (c) to (e), (2), (3) and (4) , 1.18(1)(c3) and 1.19 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.</p> <p><del><b>(b)</b> Complying development under the Codes SEPP may not be carried out on this land for the purposes of clauses 1.17A (1) (c) to (e), (2), (3) and (4) , 1.18(1)(c3) and 1.19 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 for the following reasons:</del></p> <ul style="list-style-type: none"> <li><del>• 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</del></li> <li><del>• Is subject to an interim heritage order under that Act or on which is located an item that is so subject, or</del></li> <li><del>• Is identified as an item of environmental heritage or a heritage item by an environmental planning instrument or on which is located an item that is so identified.</del></li> </ul> <p><del>If development meets the requirements and standards specified by this Policy and that development:</del></p> <p><del><b>(a)</b> Has been granted an exemption under section 57(2) of the Heritage Act 1977, or</del></p> <p><del><b>(b)</b> Is subject to an exemption under section 57 (1A) or (3) of that Act,</del></p> <p><del>The development is complying development under this policy.</del></p>
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**Disclaimer**  
This certificate only addresses matters raised in Clause 1.17A (1)(c) to (e), (2), (3) and (4), 1.18(1)(c3)- and 1.19 of the Codes SEPP. It is your responsibility to ensure that you comply with any other requirements of the Codes SEPP. Failure to comply with these provisions may mean that a Complying Development Certificate issued under the provisions of the Codes SEPP could be invalidated by the Land and Environment Court.  
If a restriction applies to the land, it may not apply to all of the land and Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

**4. Coastal protection**

<p>Whether or not the land is affected by the operation of section 38 or 39 of the <u>Coastal Protection Act 1979</u>, but only to the extent that the council has been so notified by the Department of Public Works.</p>	<p>The land is not affected by the operation of Section 38 or 39 of the <i>Coastal Protection Act 1979</i>, but only to the extent that the Council has been so notified by the Department of Public Works.</p>
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#### 4A. Certain information relating to beaches and coasts

<p>(1) In relation to a coastal council – whether an order has been made under Part 4D of the <u>Coastal Protection Act 1979</u> in relation to emergency coastal protection works (within the meaning of the Act) on the land (or on public land adjacent to that land), except where the Council is satisfied that such an order has been fully complied with.</p> <p>(2) In relation to a coastal council:</p> <p>(a) Whether the council has been notified under section 55X of the <u>Coastal Protection Act 1979</u> that emergency coastal protection works (within the meaning of that Act) have been placed on the land (or on public land adjacent to that land), and</p> <p>(b) If works have been so placed – whether the council is satisfied that the works have been removed and the land restored in accordance with that Act.</p>	<p><i>Not applicable.</i></p>
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#### 4B. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

<p>In relation to a coastal council – whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the <u>Local Government Act 1993</u> for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).</p>	<p><i>Not applicable</i></p>
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#### 5. Mine subsidence

<p>Whether or not the land is proclaimed to be a mine subsidence district within the meaning of Section 15 of the <u>Mine Subsidence Compensation Act 1961</u>.</p>	<p>This land is not proclaimed to be a mine subsidence district within the meaning of Section 15 of the <u>Mine Subsidence Compensation Act 1961</u>.</p>
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#### 6. Road widening and road realignment

*Whether or not the land is affected by any road widening or road realignment under:*

<p>(a) Division 2 of Part 3 of the <u>Roads Act 1993</u>, or</p> <p>(b) any environmental planning instrument, or</p> <p>(c) any resolution of the council.</p>	<p>None apply</p>
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#### 7. Council and other public authorities policies on hazard risk restrictions

*Whether or not the land is affected by a policy:*

<p>(a) adopted by the council, or</p> <p>(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,</p> <p>that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).</p>	<p>None Apply</p> <p><b>Bushfire Prone</b></p>
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#### 7A. Flood related development controls information

<p>(1) Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or senior housing) is subject to flood related development controls.</p> <p>(2) Whether or not development on that land or part of the land for any other purposes is subject to flood related development controls.</p> <p>(3) Words and expressions in this clause have the same meanings as in the Standard Instrument.</p>	<p>Yes</p> <p>None Apply</p>
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#### 8. Land reserved for acquisition

Whether or not any environmental planning instrument, or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.	None apply
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#### 9. Contributions plans

*The name of each contribution plan applying to the land.*

<b>Section 94 Development Servicing Plan,</b>	Murrumbidgee Section 94A contribution plan applies.
<b>Section 64 Development Servicing Plan,</b>	None Apply  Darlington Point and Coleambally Peripheral Area Contributions plan

#### 9A. Biodiversity certified land

If the land is biodiversity certified land (within the meaning of Part 7AA of the <u>Threatened Species Conservation Act 1995</u> ), a statement to that effect.	None apply
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#### 10. Biodiversity stewardship sites

If the land is a biodiversity stewardship agreement under Part 5 of the <u>Biodiversity Conservation Act 2016</u> , a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage.	None apply Council has been notified of a Biobanking agreement issued by the Minister for Environment and Heritage
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#### 10A. Native vegetation clearing set asides

If the land contains a set aside area under section 60ZC of the Local Land Services Act 2013, a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section)	None apply Council has been notified of a Biobanking agreement issued by the Minister for Environment and Heritage
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#### 11. Bush fire prone land

If any of the land is bush fire prone land (as defined in the Act), a statement that all or, as the case may be, some of the land. If none of the land is bush fire prone land, a statement to that effect.	None apply Part of the land is bush fire prone.
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	All of the land is bush fire prone.
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## 12. Property vegetation plans

If the land is land to which a property vegetation plan under Part 4 of the <i>Native Vegetation Act 2003</i> (and that continues in force) applies, 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).	None apply Council has been notified of a PVP, Please contact the relevant Catchment Management Authority for further information
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## 13. Orders under Trees (Disputes Between Neighbours) Act 2006

Whether an order has been made under the <i>Trees (Disputes Between Neighbours) Act 2006</i> to carry out work in relation to a tree on the land (but only if the council has been notified of the order).	None apply
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## 14. Directions under Part 3A

If there is a direction by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect, a statement to that effect identifying the provision that does not have effect.	None apply
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## 15. Site compatibility certificates and conditions for seniors housing

If the land is land to which <i>State Environmental Planning Policy (Housing for Senior or People with a Disability) 2004</i> applies: (a) a statement of whether there is a current site compatibility certificate (of which the council is aware), issued under clause 25 of that Policy in respect of proposed development on the land and, if there is a certificate, the statement is to include: (i) the period for which the certificate is current, and (ii) that a copy may be obtained from the head office of the Department of Planning, and (b) a statement setting out any terms of a kind referred to in clause 18(2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.	None apply
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## 16. Site compatibility certificates for infrastructure, schools or TAFE establishments

A statement of whether there is a valid site compatibility certificate (infrastructure) or site compatibility certificate (schools or TAFE establishments), of which the council is aware, in respect of proposed development on the land and, if there is a certificate the statement is to include: (a) the period for which the certificate is valid, and (b) that a copy may be obtained from the head office of the Department.	None apply
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**17. Site compatibility certificate and conditions for affordable rental housing**

<p>(1) A statement of whether there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development in the land and, if there is a certificate, the statement is to include:</p> <p>(a) the period for which the certificate is current, and</p> <p>(b) That a copy may be obtained front he head office of the Department.</p>	None apply
<p>(2) A statement setting out any terms of a kind referred to in clause 17(1) or 38(1) of <u>State Environmental Planning Policy (affordable Housing) 2009</u> that have been imposed as a condition of consent to a development application in respect of the land.</p>	None apply

**18. Paper subdivision information**

<p>(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.</p> <p>(2) The date of any subdivision order that applies to the land.</p> <p>(3) Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.</p>	<p><del>a) Council is not aware 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.</del></p> <p><del>b) Council is not aware of any subdivision order that applies to the land.</del></p>
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**19. Site verification certificates**

<p>A statement of whether there is a current site verification certificate, of which the council is aware, in respect of the land and, if there is a certificate, the statement is to include:</p> <p>(a) the matter certified by the certificate, and</p> <p>(b) the date on which the certificate ceases to be current (if any), and</p> <p>(c) that a copy may be obtained from the head office of the Department.</p>	None Apply
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**20. Loose-fill asbestos insulation**

<p>If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the <u>Home Building Act 1989</u>) that are listed on the register that is required to be maintained under that Division, a statement to that effect.</p>	None Apply
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**21. Affected building notices and building product rectification orders**

<p>(1) A statement of whether there is any affected building notice of which the council is aware that is in force in respect of the land.</p> <p>(2) A statement of:</p> <p>(a) whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and</p> <p>(b) whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.</p> <p>(3) In this clause:  affected building notice has the same meaning as in Part 4 of the Building Products (Safety) Act 2017.  building product rectification order has the same meaning as in the Building Products (Safety) Act 2017.</p>	None Apply
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**Note:** The following matters are prescribed by section 59 (2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate.

<p>(a) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act-if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued.</p>	None apply
<p>(b) that the land to which the certificate relates is subject to a management order within the meaning of that Act-if it is subject to such an order at the date when the certificate is issued.</p>	None apply
<p>(c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act-if it is the subject of such an approved proposal at the date when the certificate is issued.</p>	None apply
<p>(d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act-if it is subject to such an order at the date when the certificate is issued.</p>	None apply
<p>(e) that the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act-if a copy of such a statement has been provided at any time to the local authority issuing the certificate.</p>	None apply

**Contaminated Land**

~~Council's records indicate that a past use of the site may have resulted in the contamination of part or all of the site, which may restrict future development of the site. Consideration of relevant provision under relevant State legislation is warranted – Farm Land.~~

Yours sincerely,

  
John Scarce  
General Manager

## **ANNEXURE A ZONE RU1 PRIMARY PRODUCTION**

### **1 Objectives of zone**

- To encourage sustainable primary industry production by maintaining and enhancing the natural resource base.
- To encourage diversity in primary industry enterprises and systems appropriate for the area.
- To minimise the fragmentation and alienation of resource lands.
- To minimise conflict between land uses within this zone and land uses within adjoining zones.

### **2 Permitted without consent**

Environmental protection works; Extensive agriculture; Home occupations; Intensive plant agriculture; Roads; Water reticulation systems

### **3 Permitted with consent**

Air transport facilities; Airstrips; Animal boarding or training establishments; Aquaculture; Backpackers' accommodation; Bed and breakfast accommodation; Boat launching ramps; Boat sheds; Building identification signs; Business identification signs; Camping grounds; Caravan parks; Cellar door premises; Cemeteries; Community facilities; Correctional centres; Depots; Dual occupancies (attached); Dwelling houses; Eco-tourist facilities; Environmental facilities; Extractive industries; Farm buildings; Farm stay accommodation; Flood mitigation works; Forestry; Freight transport facilities; Helipads; Home-based child care; Home businesses; Home industries; Home occupations (sex services); Industrial training facilities; Information and education facilities; Intensive livestock agriculture; Jetties; Landscaping material supplies; Open cut mining; Plant nurseries; Recreation areas; Recreation facilities (major); Recreation facilities (outdoor); Roadside stalls; Rural industries; Rural workers' dwellings; Secondary dwellings; Veterinary hospitals; Water recreation structures; Water supply systems

### **4 Prohibited**

Any development not specified in item 2 or 3

#### **4.1 Minimum subdivision lot size**

(1) The objectives of this clause are as follows:

- (a) to ensure that land use and development is undertaken on appropriately sized parcels of land,
- (b) to ensure that lot sizes have a practical and efficient layout to meet their intended use,
- (c) to maintain viable farm sizes to promote continuing agricultural production,
- (d) to recognise the role that the Coleambally Irrigation Area plays in promoting intensive plant agriculture,
- (e) to prevent the fragmentation of rural land.

(2) This clause applies to a subdivision of any land shown on the Lot Size Map that requires development consent and that is carried out after the commencement of this Plan.

(3) The size of any lot resulting from a subdivision of land to which this clause applies is not to be less than the minimum size shown on the Lot Size Map in relation to that land.

(4) This clause does not apply in relation to the subdivision of individual lots in a strata plan or community title scheme.

(4A) Despite subclause (3), land in Zone R5 Large Lot Residential may be subdivided to create lots of not less than 5,000 square metres if each lot will be serviced by a sewage reticulated system and water reticulation system.

#### **4.1AA Minimum subdivision lot size for community title schemes**

(1) The objectives of this clause are as follows:

(a) to ensure that land to which this clause applies is not fragmented by subdivisions that would create additional dwelling entitlements.

(2) This clause applies to a subdivision (being a subdivision that requires development consent) under the Community Land Development Act 1989 of land in any of the following zones:

- (a) Zone RU1 Primary Production,
- (b) Zone R5 Large Lot Residential,
- (c) Zone E3 Environmental Management.

(3) The size of any lot resulting from a subdivision of land to which this clause applies (other than any lot comprising association property within the meaning of the Community Land Development Act 1989) is not to be less than the minimum size shown on the Lot Size Map in relation to that land.

#### **4.2 Rural subdivision**

(1) The objective of this clause is to provide flexibility in the application of standards for subdivision in rural zones to allow land owners a greater chance to achieve the objectives for development in the relevant zone.

(2) This clause applies to the following rural zones:

- (a) Zone RU1 Primary Production,
- (b) Zone RU2 Rural Landscape,
- (c) Zone RU4 Primary Production Small Lots,
- (d) Zone RU6 Transition.

**Note.** When this Plan was made it did not include all of these zones.

(3) Land in a zone to which this clause applies may, with development consent, be subdivided for the purpose of primary production to create a lot of a size that is less than the minimum size shown on the Lot Size Map in relation to that land.

(4) However, such a lot cannot be created if an existing dwelling would, as the result of the subdivision, be situated on the lot.

(5) A dwelling cannot be erected on such a lot.

**Note.** A dwelling includes a rural worker's dwelling (see definition of that term in the Dictionary).

#### **4.2A Rural subdivision for intensive plant agriculture**

(1) The objectives of this clause are as follows:

(a) to enable flexibility in the application of lot size standards for subdivision for the purpose of intensive plant agriculture that is intended to include an associated dwelling,

(b) to apply controls on subdivision to avoid land being used for non-sustainable intensive plant agriculture.

(2) This clause applies to the land identified as "Coleambally Irrigation Area" on the Coleambally Irrigation Area Map.

(3) Land to which this clause applies may, with development consent, be subdivided for the purpose of intensive plant agriculture to create a lot of a size that is less than the minimum size shown on the Lot Size Map in relation to that land.

(4) However, development consent must not be granted to such a subdivision if an existing dwelling house would, as a result of the subdivision, be situated on a lot created by the subdivision unless the consent authority is satisfied that:

(a) the lot has an area of at least 40 hectares, and

(b) the land is being used for the purpose of intensive plant agriculture, or will be used for that purpose before the subdivision is registered, and

(c) the dwelling house is required to support the carrying out of such a purpose, and

(d) the quality and area of the land is suitable for the proposed or existing intensive plant agriculture, and

(e) the land is, or will be, subject to irrigation requiring a water licence and the volume of, and entitlement to, water available under that licence is, or will be, adequate for the proposed use of the land, and

(f) services for the supply of electricity and other infrastructure to support the use of the land are available or adequate arrangements have been made to make them available when required.

**Note.** The *State Environmental Planning Policy (Rural Lands) 2008* and *Assessing Intensive Plant Agriculture Developments* (published by the Department of Primary Industries) set out other relevant issues for the consideration of consent authorities when assessing development applications for intensive plant agriculture.

#### **4.2B Minimum subdivision lot size for strata plan schemes in certain rural, residential and environment protection zones**

(1) The objective of this clause is to ensure that land to which this clause applies is not fragmented by subdivisions that would create additional dwelling entitlements.

(2) This clause applies to land in the following zones that is used, or is proposed to be used, for residential accommodation or tourist and visitor accommodation:

- (a) Zone RU1 Primary Production,
- (b) Zone R5 Large Lot Residential,
- (c) Zone E3 Environmental Management.

(3) The size of any lot resulting from a subdivision of land to which this clause applies for a strata plan scheme (other than any lot comprising common property within the meaning of the *Strata Schemes (Freehold Development) Act 1973* or *Strata Schemes (Leasehold Development) Act 1986*) is not to be less than the minimum size shown on the Lot Size Map in relation to that land.

**Note.** Part 6 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* provides that strata subdivision of a building in certain circumstances is specified complying development.

#### **4.2C Erection of dwelling houses on land in certain rural, residential and environment protection zones**

(1) The objectives of this clause are as follows:

- (a) to minimise unplanned rural residential development,
- (b) to enable the replacement of lawfully erected dwelling houses in rural, residential and environment protection zones.

(2) This clause applies to land in the following zones:

- (a) Zone RU1 Primary Production,
- (b) Zone R5 Large Lot Residential,
- (c) Zone E3 Environmental Management.

(3) Development consent must not be granted for the erection of a dwelling house on land to which this clause applies unless the land:

- (a) is a lot that is at least the minimum lot size shown on the Lot Size Map in relation to that land, or
- (b) is a lot created under this Plan (other than under clause 4.2 (3)), or
- (c) is a lot created under an environmental planning instrument before this Plan commenced and on which the erection of a dwelling house was permissible immediately before that commencement, or
- (d) is a lot resulting from a subdivision for which development consent (or equivalent) was granted before this Plan commenced and on which the erection of a dwelling house would have been permissible if the plan of subdivision had been registered before that commencement, or
- (e) is an existing holding, or
- (f) would have been a lot or a holding referred to in paragraph (a), (b), (c), (d) or (e) had it not been affected by:
  - (i) a minor realignment of its boundaries that did not create an additional lot,or
  - (ii) a subdivision creating or widening a public road or public reserve or for another public purpose, or
  - (iii) a consolidation with an adjoining public road or public reserve or for another public purpose.

**Note.** A dwelling cannot be erected on a lot created under clause 9 of *State Environmental Planning Policy (Rural Lands) 2008* or clause 4.2.

(4) Development consent must not be granted under subclause (3) unless:

- (a) no dwelling house has been erected on the land, and
- (b) if a development application has been made for development for the purpose of a dwelling house on the land—the application has been refused or it was withdrawn before it was determined, and
- (c) if development consent has been granted in relation to such an application—the consent has been surrendered or it has lapsed.

(5) Development consent may be granted for the erection of a dwelling house on land to which this clause applies if there is a lawfully erected dwelling house on the land and the dwelling house to be erected is intended only to replace the existing dwelling house.

(6) Land ceases to be an existing holding for the purposes of subclause (3) (e) if an application for development consent referred to in that subclause is not made in relation to that land within 12 months after the commencement of this Plan.

(7) In this clause:

*existing holding* means land that:

- (a) was a holding on 7 September 1979, and
- (b) is a holding at the time the application for development consent referred to in subclause (3) is lodged,

whether or not there has been a change in the ownership of the holding since 7 September 1979, and includes any other land adjoining that land acquired by the owner since 7 September 1979.

*holding* means all adjoining land, even if separated by a road or railway, held by the same person or persons.

**Note.** The owner in whose ownership all the land is at the time the application is lodged need not be the same person as the owner in whose ownership all the land was on the stated date.

#### **4.2D Erection of rural workers' dwellings on land in Zone RU1**

(1) The objective of this clause is to ensure the provision of adequate accommodation for employees of existing agricultural or rural industries.

(2) This clause applies to land in Zone RU1 Primary Production.

(3) Development consent must not be granted to the erection of a rural workers' dwelling on land to which this clause applies, unless the consent authority is satisfied that:

- (a) the development will be on the same lot as an existing lawfully erected dwelling house, and
- (b) the development will not impair the use of the land for agriculture or rural industries, and
- (c) the agriculture or rural industry being carried out on the land has a demonstrated economic capacity to support the ongoing employment of rural workers, and
- (d) the development is necessary considering the nature of the agriculture or rural industry land use lawfully occurring on the land or as a result of the remote or isolated location of the land.

## **STATE ENVIRONMENTAL PLANNING POLICIES**

The following State Environmental Planning Policies apply to land within the Murrumbidgee Council Area.

- SEPP No.21 Caravan Parks
- SEPP No.30 Intensive Agriculture
- SEPP No. 32 Urban Consolidation (Redevelopment of Urban Land)
- SEPP No.33 Hazardous and Offensive Development.
- SEPP No.36 Manufactured Home Estates
- SEPP No.44 Koala Habitat Protection
- SEPP No.50 Canal Estate Development
- SEPP No.52 Farm Dams and Other Works in Land and Water Management Plan Areas
- SEPP No.55 Remediation of Land
- SEPP No.62 Sustainable Aquaculture
- SEPP No.64 Advertising and Signage
- SEPP No. 65 Design Quality of Residential Apartment Development
- State Environmental Planning Policy (Infrastructure) 2007
- State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004
- State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007
- State Environmental Planning Policy (Housing for Seniors and People with Disability) 2004
- State Environmental Planning Policy (Rural Lands) 2008
- State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
- State Environmental Planning Policy (Affordable Rental Housing) 2009
- State Environmental Planning Policy (State & Regional Development) 2011
- State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007
- State Environmental Planning Policy (Urban Renewal) 2010
- State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017
- State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017





**Murrumbidgee  
COUNCIL**

Darlington Point Office  
21 Carrington Street  
PO Box 5  
DARLINGTON POINT NSW 2706

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Coleambally Office  
39 Broilga Place  
COLEAMBALLY NSW 2707

Telephone: 02 6954 4060

Jerilderie Office  
35 Jerilderie Street  
PO Box 96  
JERILDERIE NSW 2716

Telephone 03 5886 1200

Your Ref: 053116

29<sup>th</sup> October, 2020.

InfoTrack,  
GPO Box 4029,  
SYDNEY NSW 2001

Dear Sirs,

**RE: CONNECTION TO SEWERAGE SYSTEM  
Assessment 5405: Lot 109 DP 750879**

I refer to your recent enquiry regarding the subject property and wish to advise that sewerage is not connected to this lot.

If you have any questions in regard to this matter, please do not hesitate to contact the undersigned on 69544179 during business hours.

Yours sincerely,

**John Scarce  
GENERAL MANAGER**





**Murrumbidgee  
COUNCIL**

Darlington Point Office  
21 Carrington Street  
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Jerilderie Office  
35 Jerilderie Street  
PO Box 96  
JERILDERIE NSW 2716  
Telephone: 03 5886 1200

**PLANNING CERTIFICATE UNDER SECTION 10.7 (2)**

**Applicants Name:** InfoTrack **Certificate** 78-20/21  
**Address:** GPO Box 4029  
SYDNEY NSW 4029  
**Date:** Thursday, October 29, 2020  
**Your Reference:** 053116

**DESCRIPTION OF LAND**

**Assessment No:** 5405 **House #:** 633  
**Property Name:** **Street:** Bonnars Road  
Coleambally  
**Parish:** Coleambally  
**Lot/Portion:** Lot 109 DP 750879  
**Area/Dimensions:** 131.43 Ha  
**Owner:** WL Agriculture International Pty Ltd  
**Address:** PO Box 129  
COLEAMBALLY NSW 2707

**1. Names of relevant planning instruments and DCPs**

*The names of:*

<p>(1) each environmental planning instrument that applies to the carrying out of development on the land.</p>	<p><del>Jerilderie Local Environmental Plan 2012</del> <b>(Notified 22 June 2012)</b></p> <p><b>Murrumbidgee Local Environmental Plan 2013</b> <b>(notified 3 December 2013)</b> A text and maps are available at: <a href="http://www.legislation.nsw.gov.au">www.legislation.nsw.gov.au</a></p> <p><b>State Environmental Planning Policies</b> – are available for viewing at the web site above and are listed in annexure A</p>
<p>(2) each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).</p>	<p>Council has resolved to prepare a Local Environmental Plan for the Council Area</p>
<p>(3) each development control plan that applies to the carrying out of development on the land.</p>	<p><del>Jerilderie Development Control Plan 2012</del></p>

	A copy of this plan can be viewed at <a href="http://www.murrumbidgee.nsw.gov.au">www.murrumbidgee.nsw.gov.au</a> Development Control Plan No.1
(4) In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.	None Apply

## 2. Zoning and land use under relevant LEPs

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

(a) the identity of the zone, whether by reference to a name (such as "Residential Zone" or "Heritage Area") or by reference to a number (such as "Zone No 2(a)"),	<del><b>RU1- Primary Production</b></del> <del><b>RU3- Forestry</b></del> <del><b>RU5- Village</b></del> <del><b>R5- Large Lot Residential</b></del> <del><b>IN1- General Industrial</b></del> <del><b>E1- National Parks and Nature Reserves</b></del> <del><b>E3- Environmental Management</b></del> <del><b>W1- Natural Waterways</b></del> <del><b>W2- Recreational Waterways</b></del> <del><b>SP2- Infrastructure</b></del> <del><b>RE1- Public Recreation</b></del> <del><b>RE2- Private Recreation</b></del>
(b) the purposes for which the instrument provides that development may be carried out within the zone without the need for development consent,	Refer to Annexure 'A'
(c) the purposes for which the instrument provides that development may not be carried out within the zone except with development consent,	Refer to Annexure 'A'
(d) the purposes for which the instrument provides that development is prohibited within the zone,	Refer to Annexure 'A'
(e) whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed,	Refer to Annexure 'A' Not applicable
(f) whether the land includes or comprises critical habitat	Yes Not Applicable
(g) whether the land is in a conservation area (however described),	Yes — Refer to Annexure 'B' Not Applicable
(h) whether an item of environmental heritage (however described) is situated on the land.	Yes — Refer to Annexure 'B' Not Applicable

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

To the extent that the land is within any zone (however described) under:	Not applicable.
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- (a) Part 3 of the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (the 2006 SEPP)*, or
- (b) A Precinct Plan (within the meaning of the 2006 SEPP), or
- (c) A proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act,

the particulars referred to in clause 2 (a) – (h) in relation to that land (with a reference to “the instrument” in any of those paragraphs being read as a reference to Part 3 of the 2006 SEPP, or the Precinct Plan or proposed Precinct Plan, as the case requires).

### 3. Complying development

(1) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

(2) The extent to which complying development may not be carried out on the land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4) ), 1.18(1)(c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.

(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.

#### **General Housing Code and Rural Housing Code**

**a) Complying development under the Codes SEPP may be carried out on this land for the purposes of clauses 1.17A (1) (c) to (e), (2), (3) and (4) ), 1.18(1)(c3) and 1.19 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.**

~~b) Complying development under the Codes SEPP may not be carried out on this land for the purposes of clauses 1.17A (1) (c) to (e), (2), (3) and (4) ), 1.18(1)(c3) and 1.19 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 for the following reasons:~~

- ~~• 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~~
- ~~• Is subject to an interim heritage order under that Act or on which is located an item that is so subject, or~~
- ~~• Is identified as an item of environmental heritage or a heritage item by an environmental planning instrument or on which is located an item that is so identified.~~

~~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 complying development under this policy.~~

- ~~• The land is within a heritage conservation area or a draft heritage conservation area, unless the development is for a detached out building or swimming pool, or~~
- ~~• Land is reserved for a public purpose by an environmental planning instrument, or~~
- ~~• Land that is subject to a biobanking agreement under Part 7A of the Threatened Species Conservation Act 1995 or a~~

~~property vegetation plan approved under the native Vegetation Act 2003.~~

**Commercial and Industrial (New Buildings and Additions) Code**

~~a) Complying development under the Codes SEPP may be carried out on this land for the purposes of clauses 1.17A (1) (c) to (e), (2), (3) and (4) ), 1.18(1)(c3) and 1.19 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.~~

~~b) Complying development under the Codes SEPP may not be carried out on this land for the purposes of clauses 1.17A (1) (c) to (e), (2), (3) and (4) ), 1.18(1)(c3) and 1.19 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 for the following reasons:~~

- ~~• 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~~
- ~~• Is subject to an interim heritage order under that Act or on which is located an item that is so subject, or~~
- ~~• Is identified as an item of environmental heritage or a heritage item by an environmental planning instrument or on which is located an item that is so identified.~~

~~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 complying development under this policy.~~

- ~~• The land is within a heritage conservation area or a draft heritage conservation area, or~~
- ~~• Land is reserved for a public purpose by an environmental planning instrument, or~~
- ~~• Land is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997, or~~
- ~~• Land that is subject to a biobanking agreement under Part 7A of the Threatened Species Conservation Act 1995 or a property vegetation plan approved under the native Vegetation Act 2003.~~

**Other Codes**

**Housing Alterations Code**

**General Development Code**

**Demolition Code**

**Subdivision Code**

	<p><b>Fire Safety Code</b> <b>Commercial and Industrial Alterations Code</b></p> <p><b>(a) Complying development under the Codes SEPP may be carried out on this land for the purposes of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.</b></p> <p><del><b>(b) Complying development under the Codes SEPP may not be carried out on this land for the purposes of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 for the following reasons:</b></del></p> <ul style="list-style-type: none"> <li><del>• 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</del></li> <li><del>• Is subject to an interim heritage order under that Act or on which is located an item that is so subject, or</del></li> <li><del>• Is identified as an item of environmental heritage or a heritage item by an environmental planning instrument or on which is located an item that is so identified.</del></li> </ul> <p><del>If development meets the requirements and standards specified by this Policy and that development:</del></p> <p><del><b>(a) Has been granted an exemption under section 57(2) of the Heritage Act 1977, or</b></del></p> <p><del><b>(b) Is subject to an exemption under section 57 (1A) or (3) of that Act,</b></del></p> <p><i>The development is complying development under this policy.</i></p>
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**Disclaimer**

This certificate only addresses matters raised in Clause 1.17A (1)(c) to (e), (2), (3) and (4), 1.18(1)(c3)- and 1.19 of the Codes SEPP. It is your responsibility to ensure that you comply with any other requirements of the Codes SEPP. Failure to comply with these provisions may mean that a Complying Development Certificate issued under the provisions of the Codes SEPP could be invalidated by the Land and Environment Court.

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

**4. Coastal protection**

<p>Whether or not the land is affected by the operation of section 38 or 39 of the <u>Coastal Protection Act 1979</u>, but only to the extent that the council has been so notified by the Department of Public Works.</p>	<p>The land is not affected by the operation of Section 38 or 39 of the <i>Coastal Protection Act 1979</i>, but only to the extent that the Council has been so notified by the Department of Public Works.</p>
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**4A. Certain information relating to beaches and coasts**

<p>(1) In relation to a coastal council – whether an order has been made under Part 4D of the <u>Coastal Protection Act 1979</u> in relation to emergency coastal protection works (within the meaning of the Act) on the land (or on public land adjacent to that land), except where the Council is satisfied that such an order has been fully complied with.</p> <p>(2) In relation to a coastal council:</p> <p>(a) Whether the council has been notified under section 55X of the <u>Coastal Protection Act 1979</u> that emergency coastal protection works (within the meaning of that Act) have been placed on the land (or on public land adjacent to that land), and</p> <p>(b) If works have been so placed – whether the council is satisfied that the works have been removed and the land restored in accordance with that Act.</p>	<p><i>Not applicable.</i></p>
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**4B. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works**

<p>In relation to a coastal council – whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the <u>Local Government Act 1993</u> for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).</p>	<p><i>Not applicable</i></p>
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**5. Mine subsidence**

<p>Whether or not the land is proclaimed to be a mine subsidence district within the meaning of Section 15 of the <u>Mine Subsidence Compensation Act 1961</u>.</p>	<p>This land is not proclaimed to be a mine subsidence district within the meaning of Section 15 of the <i>Mine Subsidence Compensation Act 1961</i>.</p>
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**6. Road widening and road realignment**

*Whether or not the land is affected by any road widening or road realignment under:*

<p>(a) Division 2 of Part 3 of the <u>Roads Act 1993</u>, or</p> <p>(b) any environmental planning instrument, or</p> <p>(c) any resolution of the council.</p>	<p>None apply</p>
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**7. Council and other public authorities policies on hazard risk restrictions**

*Whether or not the land is affected by a policy:*

<p>(a) adopted by the council, or</p> <p>(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,</p> <p>that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).</p>	<p>None Apply</p> <p><del>Bushfire Prone</del></p>
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**7A. Flood related development controls information**



<p>(1) Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or senior housing) is subject to flood related development controls.</p> <p>(2) Whether or not development on that land or part of the land for any other purposes is subject to flood related development controls.</p> <p>(3) Words and expressions in this clause have the same meanings as in the Standard Instrument.</p>	<p>Yes</p> <p>None Apply</p>
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#### 8. Land reserved for acquisition

Whether or not any environmental planning instrument, or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.	None apply
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#### 9. Contributions plans

*The name of each contribution plan applying to the land.*

<b>Section 94 Development Servicing Plan,</b>	Murrumbidgee Section 94A contribution plan applies.
<b>Section 64 Development Servicing Plan,</b>	None Apply  Darlington Point and Coleambally Peripheral Area Contributions plan

#### 9A. Biodiversity certified land

If the land is biodiversity certified land (within the meaning of Part 7AA of the <u>Threatened Species Conservation Act 1995</u> ), a statement to that effect.	None apply
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#### 10. Biodiversity stewardship sites

If the land is a biodiversity stewardship agreement under Part 5 of the <u>Biodiversity Conservation Act 2016</u> , a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage.	None apply Council has been notified of a Biobanking agreement issued by the Minister for Environment and Heritage
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#### 10A. Native vegetation clearing set asides

If the land contains a set aside area under section 60ZC of the Local Land Services Act 2013, a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section)	None apply Council has been notified of a Biobanking agreement issued by the Minister for Environment and Heritage
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#### 11. Bush fire prone land

If any of the land is bush fire prone land (as defined in the Act), a statement that all or, as the case may be, some of the land. If none of the land is bush fire prone land, a statement to that effect.	None apply Part of the land is bush fire prone.
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	All of the land is bush fire prone.
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**12. Property vegetation plans**

If the land is land to which a property vegetation plan under Part 4 of the <i>Native Vegetation Act 2003</i> (and that continues in force) applies, 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).	None apply Council has been notified of a PVP, Please contact the relevant Catchment Management Authority for further information
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**13. Orders under Trees (Disputes Between Neighbours) Act 2006**

Whether an order has been made under the <i>Trees (Disputes Between Neighbours) Act 2006</i> to carry out work in relation to a tree on the land (but only if the council has been notified of the order).	None apply
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**14. Directions under Part 3A**

If there is a direction by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect, a statement to that effect identifying the provision that does not have effect.	None apply
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**15. Site compatibility certificates and conditions for seniors housing**

If the land is land to which <i>State Environmental Planning Policy (Housing for Senior or People with a Disability) 2004</i> applies: (a) a statement of whether there is a current site compatibility certificate (of which the council is aware), issued under clause 25 of that Policy in respect of proposed development on the land and, if there is a certificate, the statement is to include: (i) the period for which the certificate is current, and (ii) that a copy may be obtained from the head office of the Department of Planning, and (b) a statement setting out any terms of a kind referred to in clause 18(2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.	None apply
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**16. Site compatibility certificates for infrastructure, schools or TAFE establishments**

A statement of whether there is a valid site compatibility certificate (infrastructure) or site compatibility certificate (schools or TAFE establishments), of which the council is aware, in respect of proposed development on the land and, if there is a certificate the statement is to include: (a) the period for which the certificate is valid, and (b) that a copy may be obtained from the head office of the Department.	None apply
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**17. Site compatibility certificate and conditions for affordable rental housing**

<p>(1) A statement of whether there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development in the land and, if there is a certificate, the statement is to include:</p> <p>(a) the period for which the certificate is current, and</p> <p>(b) That a copy may be obtained front he head office of the Department.</p>	None apply
<p>(2) A statement setting out any terms of a kind referred to in clause 17(1) or 38(1) of <u>State Environmental Planning Policy (affordable Housing) 2009</u> that have been imposed as a condition of consent to a development application in respect of the land.</p>	None apply

**18. Paper subdivision information**

<p>(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.</p> <p>(2) The date of any subdivision order that applies to the land.</p> <p>(3) Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.</p>	<p><del>a) Council is not aware 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.</del></p> <p><del>b) Council is not aware of any subdivision order that applies to the land.</del></p>
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**19. Site verification certificates**

<p>A statement of whether there is a current site verification certificate, of which the council is aware, in respect of the land and, if there is a certificate, the statement is to include:</p> <p>(a) the matter certified by the certificate, and</p> <p>(b) the date on which the certificate ceases to be current (if any), and</p> <p>(c) that a copy may be obtained from the head office of the Department.</p>	None Apply
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**20. Loose-fill asbestos insulation**

<p>If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the <u>Home Building Act 1989</u>) that are listed on the register that is required to be maintained under that Division, a statement to that effect.</p>	None Apply
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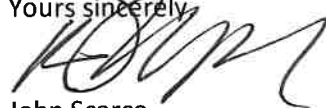
**21. Affected building notices and building product rectification orders**

<p>(1) A statement of whether there is any affected building notice of which the council is aware that is in force in respect of the land.</p> <p>(2) A statement of:</p> <p>(a) whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and</p> <p>(b) whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.</p> <p>(3) In this clause:</p> <p>affected building notice has the same meaning as in Part 4 of the Building Products (Safety) Act 2017.</p> <p>building product rectification order has the same meaning as in the Building Products (Safety) Act 2017.</p>	None Apply
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**Note:** The following matters are prescribed by section 59 (2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate.

(a) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act-if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued.	None apply
(b) that the land to which the certificate relates is subject to a management order within the meaning of that Act-if it is subject to such an order at the date when the certificate is issued.	None apply
(c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act-if it is the subject of such an approved proposal at the date when the certificate is issued.	None apply
(d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act-if it is subject to such an order at the date when the certificate is issued.	None apply
(e) that the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act-if a copy of such a statement has been provided at any time to the local authority issuing the certificate.	None apply
<p><b>Contaminated Land</b></p> <p><del>Council's records indicate that a past use of the site may have resulted in the contamination of part or all of the site, which may restrict future development of the site. Consideration of relevant provision under relevant State legislation is warranted – Farm Land.</del></p>	

Yours sincerely



John Scarce  
General Manager

## **ANNEXURE A ZONE RU1 PRIMARY PRODUCTION**

### **1 Objectives of zone**

- To encourage sustainable primary industry production by maintaining and enhancing the natural resource base.
- To encourage diversity in primary industry enterprises and systems appropriate for the area.
- To minimise the fragmentation and alienation of resource lands.
- To minimise conflict between land uses within this zone and land uses within adjoining zones.

### **2 Permitted without consent**

Environmental protection works; Extensive agriculture; Home occupations; Intensive plant agriculture; Roads; Water reticulation systems

### **3 Permitted with consent**

Air transport facilities; Airstrips; Animal boarding or training establishments; Aquaculture; Backpackers' accommodation; Bed and breakfast accommodation; Boat launching ramps; Boat sheds; Building identification signs; Business identification signs; Camping grounds; Caravan parks; Cellar door premises; Cemeteries; Community facilities; Correctional centres; Depots; Dual occupancies (attached); Dwelling houses; Eco-tourist facilities; Environmental facilities; Extractive industries; Farm buildings; Farm stay accommodation; Flood mitigation works; Forestry; Freight transport facilities; Helipads; Home-based child care; Home businesses; Home industries; Home occupations (sex services); Industrial training facilities; Information and education facilities; Intensive livestock agriculture; Jetties; Landscaping material supplies; Open cut mining; Plant nurseries; Recreation areas; Recreation facilities (major); Recreation facilities (outdoor); Roadside stalls; Rural industries; Rural workers' dwellings; Secondary dwellings; Veterinary hospitals; Water recreation structures; Water supply systems

### **4 Prohibited**

Any development not specified in item 2 or 3

#### **4.1 Minimum subdivision lot size**

(1) The objectives of this clause are as follows:

- (a) to ensure that land use and development is undertaken on appropriately sized parcels of land,
- (b) to ensure that lot sizes have a practical and efficient layout to meet their intended use,
- (c) to maintain viable farm sizes to promote continuing agricultural production,
- (d) to recognise the role that the Coleambally Irrigation Area plays in promoting intensive plant agriculture,
- (e) to prevent the fragmentation of rural land.

(2) This clause applies to a subdivision of any land shown on the Lot Size Map that requires development consent and that is carried out after the commencement of this Plan.

(3) The size of any lot resulting from a subdivision of land to which this clause applies is not to be less than the minimum size shown on the Lot Size Map in relation to that land.

(4) This clause does not apply in relation to the subdivision of individual lots in a strata plan or community title scheme.

(4A) Despite subclause (3), land in Zone R5 Large Lot Residential may be subdivided to create lots of not less than 5,000 square metres if each lot will be serviced by a sewage reticulated system and water reticulation system.

#### **4.1AA Minimum subdivision lot size for community title schemes**

(1) The objectives of this clause are as follows:

(a) to ensure that land to which this clause applies is not fragmented by subdivisions that would create additional dwelling entitlements.

(2) This clause applies to a subdivision (being a subdivision that requires development consent) under the Community Land Development Act 1989 of land in any of the following zones:

- (a) Zone RU1 Primary Production,
- (b) Zone R5 Large Lot Residential,
- (c) Zone E3 Environmental Management.

(3) The size of any lot resulting from a subdivision of land to which this clause applies (other than any lot comprising association property within the meaning of the Community Land Development Act 1989) is not to be less than the minimum size shown on the Lot Size Map in relation to that land.

#### **4.2 Rural subdivision**

(1) The objective of this clause is to provide flexibility in the application of standards for subdivision in rural zones to allow land owners a greater chance to achieve the objectives for development in the relevant zone.

(2) This clause applies to the following rural zones:

- (a) Zone RU1 Primary Production,
- (b) Zone RU2 Rural Landscape,
- (c) Zone RU4 Primary Production Small Lots,
- (d) Zone RU6 Transition.

**Note.** When this Plan was made it did not include all of these zones.

(3) Land in a zone to which this clause applies may, with development consent, be subdivided for the purpose of primary production to create a lot of a size that is less than the minimum size shown on the Lot Size Map in relation to that land.

(4) However, such a lot cannot be created if an existing dwelling would, as the result of the subdivision, be situated on the lot.

(5) A dwelling cannot be erected on such a lot.

**Note.** A dwelling includes a rural worker's dwelling (see definition of that term in the Dictionary).

#### **4.2A Rural subdivision for intensive plant agriculture**

(1) The objectives of this clause are as follows:

(a) to enable flexibility in the application of lot size standards for subdivision for the purpose of intensive plant agriculture that is intended to include an associated dwelling,

(b) to apply controls on subdivision to avoid land being used for non-sustainable intensive plant agriculture.

(2) This clause applies to the land identified as "Coleambally Irrigation Area" on the Coleambally Irrigation Area Map.

(3) Land to which this clause applies may, with development consent, be subdivided for the purpose of intensive plant agriculture to create a lot of a size that is less than the minimum size shown on the Lot Size Map in relation to that land.

(4) However, development consent must not be granted to such a subdivision if an existing dwelling house would, as a result of the subdivision, be situated on a lot created by the subdivision unless the consent authority is satisfied that:

(a) the lot has an area of at least 40 hectares, and

(b) the land is being used for the purpose of intensive plant agriculture, or will be used for that purpose before the subdivision is registered, and

(c) the dwelling house is required to support the carrying out of such a purpose, and

(d) the quality and area of the land is suitable for the proposed or existing intensive plant agriculture, and

(e) the land is, or will be, subject to irrigation requiring a water licence and the volume of, and entitlement to, water available under that licence is, or will be, adequate for the proposed use of the land, and

(f) services for the supply of electricity and other infrastructure to support the use of the land are available or adequate arrangements have been made to make them available when required.

**Note.** The *State Environmental Planning Policy (Rural Lands) 2008* and *Assessing Intensive Plant Agriculture Developments* (published by the Department of Primary Industries) set out other relevant issues for the consideration of consent authorities when assessing development applications for intensive plant agriculture.

#### **4.2B Minimum subdivision lot size for strata plan schemes in certain rural, residential and environment protection zones**

(1) The objective of this clause is to ensure that land to which this clause applies is not fragmented by subdivisions that would create additional dwelling entitlements.

(2) This clause applies to land in the following zones that is used, or is proposed to be used, for residential accommodation or tourist and visitor accommodation:

- (a) Zone RU1 Primary Production,
- (b) Zone R5 Large Lot Residential,
- (c) Zone E3 Environmental Management.

(3) The size of any lot resulting from a subdivision of land to which this clause applies for a strata plan scheme (other than any lot comprising common property within the meaning of the *Strata Schemes (Freehold Development) Act 1973* or *Strata Schemes (Leasehold Development) Act 1986*) is not to be less than the minimum size shown on the Lot Size Map in relation to that land.

**Note.** Part 6 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* provides that strata subdivision of a building in certain circumstances is specified complying development.

#### **4.2C Erection of dwelling houses on land in certain rural, residential and environment protection zones**

(1) The objectives of this clause are as follows:

- (a) to minimise unplanned rural residential development,
- (b) to enable the replacement of lawfully erected dwelling houses in rural, residential and environment protection zones.

(2) This clause applies to land in the following zones:

- (a) Zone RU1 Primary Production,
- (b) Zone R5 Large Lot Residential,
- (c) Zone E3 Environmental Management.

(3) Development consent must not be granted for the erection of a dwelling house on land to which this clause applies unless the land:

- (a) is a lot that is at least the minimum lot size shown on the Lot Size Map in relation to that land, or
- (b) is a lot created under this Plan (other than under clause 4.2 (3)), or
- (c) is a lot created under an environmental planning instrument before this Plan commenced and on which the erection of a dwelling house was permissible immediately before that commencement, or
- (d) is a lot resulting from a subdivision for which development consent (or equivalent) was granted before this Plan commenced and on which the erection of a dwelling house would have been permissible if the plan of subdivision had been registered before that commencement, or
- (e) is an existing holding, or
- (f) would have been a lot or a holding referred to in paragraph (a), (b), (c), (d) or (e) had it not been affected by:
  - (i) a minor realignment of its boundaries that did not create an additional lot,or
  - (ii) a subdivision creating or widening a public road or public reserve or for another public purpose, or
  - (iii) a consolidation with an adjoining public road or public reserve or for another public purpose.

**Note.** A dwelling cannot be erected on a lot created under clause 9 of *State Environmental Planning Policy (Rural Lands) 2008* or clause 4.2.



(4) Development consent must not be granted under subclause (3) unless:

- (a) no dwelling house has been erected on the land, and
- (b) if a development application has been made for development for the purpose of a dwelling house on the land—the application has been refused or it was withdrawn before it was determined, and
- (c) if development consent has been granted in relation to such an application—the consent has been surrendered or it has lapsed.

(5) Development consent may be granted for the erection of a dwelling house on land to which this clause applies if there is a lawfully erected dwelling house on the land and the dwelling house to be erected is intended only to replace the existing dwelling house.

(6) Land ceases to be an existing holding for the purposes of subclause (3) (e) if an application for development consent referred to in that subclause is not made in relation to that land within 12 months after the commencement of this Plan.

(7) In this clause:

*existing holding* means land that:

- (a) was a holding on 7 September 1979, and
- (b) is a holding at the time the application for development consent referred to in subclause (3) is lodged,

whether or not there has been a change in the ownership of the holding since 7 September 1979, and includes any other land adjoining that land acquired by the owner since 7 September 1979.

*holding* means all adjoining land, even if separated by a road or railway, held by the same person or persons.

**Note.** The owner in whose ownership all the land is at the time the application is lodged need not be the same person as the owner in whose ownership all the land was on the stated date.

#### **4.2D Erection of rural workers' dwellings on land in Zone RU1**

(1) The objective of this clause is to ensure the provision of adequate accommodation for employees of existing agricultural or rural industries.

(2) This clause applies to land in Zone RU1 Primary Production.

(3) Development consent must not be granted to the erection of a rural workers' dwelling on land to which this clause applies, unless the consent authority is satisfied that:

- (a) the development will be on the same lot as an existing lawfully erected dwelling house, and
- (b) the development will not impair the use of the land for agriculture or rural industries, and
- (c) the agriculture or rural industry being carried out on the land has a demonstrated economic capacity to support the ongoing employment of rural workers, and
- (d) the development is necessary considering the nature of the agriculture or rural industry land use lawfully occurring on the land or as a result of the remote or isolated location of the land.

## STATE ENVIRONMENTAL PLANNING POLICIES

The following State Environmental Planning Policies apply to land within the Murrumbidgee Council Area.

- SEPP No.21 Caravan Parks
- SEPP No.30 Intensive Agriculture
- SEPP No. 32 Urban Consolidation (Redevelopment of Urban Land)
- SEPP No.33 Hazardous and Offensive Development.
- SEPP No.36 Manufactured Home Estates
- SEPP No.44 Koala Habitat Protection
- SEPP No.50 Canal Estate Development
- SEPP No.52 Farm Dams and Other Works in Land and Water Management Plan Areas
- SEPP No.55 Remediation of Land
- SEPP No.62 Sustainable Aquaculture
- SEPP No.64 Advertising and Signage
- SEPP No. 65 Design Quality of Residential Apartment Development
- State Environmental Planning Policy (Infrastructure) 2007
- State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004
- State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007
- State Environmental Planning Policy (Housing for Seniors and People with Disability) 2004
- State Environmental Planning Policy (Rural Lands) 2008
- State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
- State Environmental Planning Policy (Affordable Rental Housing) 2009
- State Environmental Planning Policy (State & Regional Development) 2011
- State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007
- State Environmental Planning Policy (Urban Renewal) 2010
- State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017
- State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017



**Murrumbidgee  
COUNCIL**

Darlington Point Office  
21 Carrington Street  
PO Box 5  
DARLINGTON POINT NSW 2706

Telephone: 02 69600 5500

Coleambally Office  
39 Broilga Place  
COLEAMBALLY NSW 2707

Telephone: 02 6954 4060

Jerilderie Office  
35 Jerilderie Street  
PO Box 96  
JERILDERIE NSW 2716

Telephone 03 5886 1200

Your Ref: 053116

29<sup>th</sup> October, 2020.

InfoTrack,  
GPO Box 4029,  
SYDNEY NSW 2001

Dear Sirs,

**RE: CONNECTION TO SEWERAGE SYSTEM  
Assessment 5405: Lot 109 DP 750879**

I refer to your recent enquiry regarding the subject property and wish to advise that sewerage is not connected to this lot.

If you have any questions in regard to this matter, please do not hesitate to contact the undersigned on 69544179 during business hours.

Yours sincerely,

**John Scarce  
GENERAL MANAGER**



BOX 1002P  
(AK645239)

NEW SOUTH WALES

# CERTIFICATE OF TITLE

WATER MANAGEMENT ACT, 2000



WAL TITLE REFERENCE

WAL11732

EDITION

3

DATE OF ISSUE

30/8/2016

CERTIFICATE AUTHENTICATION CODE

27ZT-3R-37HG



This certificate is issued under s87B of the Water Management Act, 2000.

WARNING NOTE: INFORMATION ON THIS REGISTER IS NOT GUARANTEED

TENURE TYPE: CONTINUING

HOLDER(S)

WL AGRICULTURE INTERNATIONAL PTY LIMITED

(T AK645239)

ENCUMBRANCES

1. TERM TRANSFER: NIL

ACCESS LICENCE DETAILS

CATEGORY: AQUIFER

SHARE COMPONENT:

SHARE - 289 UNITS

WATER SOURCE - LOWER MURRUMBIDGEE DEEP GROUNDWATER SOURCE

WATER SHARING PLAN - LOWER MURRUMBIDGEE GROUNDWATER SOURCES 2003

EXTRACTION COMPONENT:

TIMES/RATES/CIRCUMSTANCES - SUBJECT TO THE CONDITIONS OF THE WATER

ACCESS LICENCE

EXTRACTION FROM - AQUIFER

EXTRACTION ZONE - WHOLE WATER SOURCE

NOMINATED WORKS:

WORK APPROVAL NUMBER(S) - 40CA403473

INTERSTATE TAGGING ZONE - NIL

CONDITIONS

LICENCE CONDITIONS FORM A PART OF THIS LICENCE AND AFFECT THE SHARE AND EXTRACTION COMPONENTS. CONDITION STATEMENTS ARE AVAILABLE FROM THE NSW OFFICE OF WATER (NOW).

NOTES

A WATER LICENCE INFORMATION SHEET IS AVAILABLE FROM THE NSW OFFICE OF WATER (NOW) AND SHOULD BE REFERRED TO IN INTERPRETING THIS LICENCE.

NOW WEBSITE WWW.WATER.NSW.GOV.AU, PHONE 1800 353 104, EMAIL INFORMATION@WATER.NSW.GOV.AU

NOW REFERENCE NUMBER: 40AL403472

PREVIOUS WATER ACT LICENCE NUMBER(S): 40PT930080, 40BL117984.

\*\*\*\* END OF CERTIFICATE \*\*\*\*

ANY ATTEMPT TO ALTER THIS CERTIFICATE COULD RESULT IN HEAVY FINES OR IMPRISONMENT (S.141 REAL PROPERTY ACT).