

# Contract for the sale and purchase of land 2019 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW DAN:</b>
vendor's agent	<b>Elders Rural</b> <b>PO Box 519, DENILQUIN NSW 2710</b>	<b>Phone: 5881 2211</b> <b>Fax: 5881 1640</b>
co-agent		
vendor	<b>Glen Keith Haines</b> <b>109 Warbreccan Road, Deniliquin, NSW 2710</b>	
vendor's solicitor	<b>Mills Hebbard Moore</b> <b>135 End Street, Deniliquin NSW 2710</b> <b>DX 5562 Deniliquin</b>	<b>Phone: (03) 5881 1955</b> <b>Email: hmhm@bigpond.net.au</b> <b>Fax: (03) 5881 3457</b> <b>Ref: HRM:HM:20858</b>
date for completion	<b>42nd day after the contract date</b>	(clause 15)
land (address, plan details and title reference)	<b>"East Gathen" Gathen Road, Deniliquin, New South Wales 2710</b> <b>Registered Plan: Lot 302, 303 &amp; 41 Plan DP 756325, 756325 &amp; 843514</b> <b>Folio Identifier 302/756325, 303/756325 &amp; 41/843514</b>	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: sheep yards, solar bore, 4 x sheep troughs (moveable)	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input checked="" type="checkbox"/> other documents: Department of Lands Search, Water NSW Approval 50WA505455	

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

inclusions	<input type="checkbox"/> blinds	<input type="checkbox"/> dishwasher	<input type="checkbox"/> light fittings	<input type="checkbox"/> stove
	<input type="checkbox"/> built-in wardrobes	<input type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood	<input type="checkbox"/> pool equipment
	<input type="checkbox"/> clothes line	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels	<input type="checkbox"/> TV antenna
	<input type="checkbox"/> curtains	<input type="checkbox"/> other:		
exclusions				
purchaser				
purchaser's solicitor				
price	\$			
deposit	\$			(10% of the price, unless otherwise stated)
balance	\$			
contract date				(if not stated, the date this contract was made)

buyer's agent

\_\_\_\_\_  
**vendor**

**GST AMOUNT (optional)**

The price includes

GST of: Nil

\_\_\_\_\_  
**witness**

\_\_\_\_\_  
**purchaser**

JOINT TENANTS     tenants in common     in unequal shares

\_\_\_\_\_  
**witness**

**Choices**

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 a *GSTRW payment*  
(GST residential withholding payment)

NO  yes (if yes, vendor must provide further details)

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch address (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *GSTRW payment*:

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

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

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

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

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

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

## List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 lease (with every relevant memorandum or variation) <input type="checkbox"/> 16 other document relevant to tenancies <input type="checkbox"/> 17 licence benefiting the land <input type="checkbox"/> 18 old system document <input type="checkbox"/> 19 Crown purchase statement of account <input type="checkbox"/> 20 building management statement <input type="checkbox"/> 21 form of requisitions <input type="checkbox"/> 22 <i>clearance certificate</i> <input type="checkbox"/> 23 land tax certificate	<input type="checkbox"/> 32 property certificate for strata common property <input type="checkbox"/> 33 plan creating strata common property <input type="checkbox"/> 34 strata by-laws <input type="checkbox"/> 35 strata development contract or statement <input type="checkbox"/> 36 strata management statement <input type="checkbox"/> 37 strata renewal proposal <input type="checkbox"/> 38 strata renewal plan <input type="checkbox"/> 39 leasehold strata - lease of lot and common property <input type="checkbox"/> 40 property certificate for neighbourhood property <input type="checkbox"/> 41 plan creating neighbourhood property <input type="checkbox"/> 42 neighbourhood development contract <input type="checkbox"/> 43 neighbourhood management statement <input type="checkbox"/> 44 property certificate for precinct property <input type="checkbox"/> 45 plan creating precinct property <input type="checkbox"/> 46 precinct development contract <input type="checkbox"/> 47 precinct management statement <input type="checkbox"/> 48 property certificate for community property <input type="checkbox"/> 49 plan creating community property <input type="checkbox"/> 50 community development contract <input type="checkbox"/> 51 community management statement <input type="checkbox"/> 52 document disclosing a change of by-laws <input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 54 document disclosing a change in boundaries <input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 56 information certificate under Community Land Management Act 1989 <input type="checkbox"/> 57 disclosure statement - off the plan contract <input type="checkbox"/> 58 other document relevant to off the plan contract
<p><b>Home Building Act 1989</b></p> <input type="checkbox"/> 24 insurance certificate <input type="checkbox"/> 25 brochure or warning <input type="checkbox"/> 26 evidence of alternative indemnity cover	<p><b>Other</b></p> <input checked="" type="checkbox"/> 59 Murray Local Land Services Property Vegetation Plan including maps and attachments and facts sheet Email from Department of Planning Industry and Environment dated 8.10.2020
<p><b>HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, email address and telephone number</b></p>	

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## **SPECIAL CONDITIONS**

### **Conditions of sale of land by auction**

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

Bidders record means the bidders record to be kept pursuant to clause 13 of the Property and Stock Agents Regulation 2014 and section 68 of the Property and Stock 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 vendor'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;
    - (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 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 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 seller or announce 'vendor bid'.
  
  3. The following conditions, in addition to those prescribed by subclauses 1 and 2 are prescribed as applicable to and in respect of the sale by auction of co-owned
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residential property or rural land or the sale of such land by a seller as executor or administrator:

- (a) More than one vendor bid may be made to purchase interest of a 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 seller;
  - (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.
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## **SPECIAL CONDITIONS**

### **1. APPORTIONMENT OF VALUES**

Each of the parties shall be entitled to nominate their own values for any improvements and chattels passing to the purchaser pursuant to this contract. The purchaser acknowledges and agrees that the values nominated by it must be fair market value and if they are not accepted by the Australian Taxation Office then the values of such items shall not be less than the closing written down values of those items in the hands of the vendor as at 30 June immediately following the date hereof.

### **2. STOCK**

The vendor acknowledges and agrees that he will not depasture nor cause to be depastured on the said lands any stock in number other than the number of stock already existing thereon at the date of execution of this agreement, natural increase excepted **BUT PROVIDED FURTHER** that should there be no stock running on the property the vendors will not stock the same above normal carrying capacity prior to completion.

### **3. ACCEPTANCE OF IMPROVEMENTS AND ENCROACHMENTS**

Upon execution of this contract the purchaser is deemed to have accepted the property and its improvements in their present state and condition and shall raise no objection or requisition nor claim for compensation in relation to any matters set out below:-

- (a) the position of fencing both internal and boundary including give and take fences;
- (b) roads that may traverse the subject property;
- (c) the condition of any fences;
- (d) any mining leases or other authorities to enter upon the subject property;
- (e) the re-alignment of any roadway bounding the property;
- (f) transmission or telephone lines traversing the subject property;
- (g) drains, sewers, canals, channels, creeks or waterways adjoining or traversing the property.

### **4. RESCISSION**

In addition to the rights and remedies otherwise available to the vendor, if, prior to completion, the purchaser should die, become mentally ill or be declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors or being a Company resolve to go into liquidation or be the subject of a winding up petition presented to the Court or enter into a

scheme or arrangement with its creditors or have a receiver or official manager appointed to it, then the vendor may rescind this contract by notice in writing served or deemed to be served upon the purchaser in which event the provisions of clause 19 shall apply.

5. **GOOD HUSBANDRY**

Between the date hereof and the date of completion the vendor agrees to manage the property in accordance with good management and agricultural husbandry practices and principles appropriate to the agricultural district in which the property is situated and to maintain normal stocking rates.

6. **NON MERGER**

No clause or special condition hereto shall merge on completion where such clause may reasonably be construed as intended to have a continuing effect after completion.

7. **DIMINUTION OF VALUE**

This contract shall not be affected by any loss or damage to the subject property or to any fencing or improvements thereon arising from fire, storm, tempest or flood or by any diminution in the value thereof from any cause whatsoever which may take place between the date of this contract and the date of completion.

8. **INTEREST ON DEFAULT**

If this agreement shall not be completed due to default on the part of the purchasers then in such event the vendor shall be entitled to charge interest upon the balance of purchase monies outstanding under this agreement (including monies owed for adjustments) with interest at rate of ten per centum per annum (10%) from the time such default occurs until completion.

9. **TRANSFER OF LICENSES AND PERMITS**

The vendors acknowledge and agree that they will use their best endeavours and sign all necessary papers and documents to effect a transfer of:

- (a) any and all licenses attaching to the subject property.
- (b) all relevant road permits now used in conjunction with the property to the purchaser in the place of the vendor on or before completion at the purchaser's expense. In the event that such road permits shall not have been granted to the purchaser on or before completion the obligations of the vendor under this clause shall not merge on completion.

10. **WRITTEN CONTRACT CONSTITUTES WHOLE AGREEMENT**

- (a) This contract will supersede any and all prior agreements, understandings, arrangements, promises, representations and warranties of any form or nature whatsoever, whether oral or in writing and whether explicit or implicit, which may have been entered into prior to the execution hereof between the parties, their officers, directors, or employees as to the subject matter hereof.
- (b) Neither of the parties hereto has relied upon any oral information given to him by any representative of the other party.
- (c) No warranties shall be deemed to have been given or implied, as to any matter or thing relating to the subject property, from any map, advertisement brochure or any written or oral statement otherwise than is written herein.
- (d) No amendment of this contract shall be valid unless made in writing.

11. **NOTICE TO COMPLETE**

If this contract is not completed on or before the completion date the vendor may at any time thereafter by notice in writing signed and served in accordance with the printed conditions contained in this Contract and call upon the purchaser to complete this contract at the expiration of fourteen (14) days from the date of service of such notice and in that event time shall become of the essence of the contract. The parties agree that the said period of fourteen (14) days is agreed for all purposes to be reasonable period for completion following the service of a notice to complete.

12. **GST**

- (a) If the vendor is held by the Australian Taxation Office to have made a taxable supply in respect of any of the improvements and inclusions listed in the Schedule of Improvement and Inclusions, at any time after the completion of this Contract, he shall be entitled to serve a tax invoice on the Purchaser to be reimbursed for the amount of GST payable by the Vendor in respect of such supply.
- (b) If the Vendor is held by the Australian Taxation Office to have made a taxable supply because the Purchaser does not intend, or continue, to use the property for farming purposes after the completion date, the Vendor shall be entitled to serve a tax invoice on



the Purchaser to be reimbursed for the amount of GST payable by the Vendor in respect of the taxable supply so created, together with any penalties or interest which apply.

**13. WORKPLACE HEALTH & SAFETY**

13.1 The purchasers shall be responsible for satisfying themselves in relation to workplace health and safety obligations and responsibilities in relation to the building, plant and equipment.

13.2 The purchaser acknowledges that it has been given the opportunity to arrange for itself or any specialist in the area in relation of workplace health and safety to inspect all plant, equipment and buildings passing with the property.

13.3 The purchaser agrees to make no claim for compensation against the vendor nor request the vendor to carry out any work to ensure that the plant, equipment and building complies with workplace health and safety legislation, regulations and standards.

**14. PPSA**

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(a) This general condition applies if any part of the property is subject to a security interest to which the Personal Property Securities Act 2009 (Cth) applies.

(b) Subject to the general conditions below, the vendor must ensure that at or before settlement, the purchaser receives:

(i) A release from the secured party releasing the security interest in respect of the property; or

(ii) A statement in writing in accordance with section 275(1)(b) of the Personal Property Securities Act 2009 (Cth) setting out that the amount or obligation that is secured is nil at the due date for settlement; or

(iii) A written approval or correction in accordance with section 275(1)(c) of the Personal Property Securities Act 2009 (Cth) indicating that, on the due date for settlement, the personal property included in the contract is not or will not be property in which the security interest is granted,

if the security interest is registered in the Personal Property Securities Register.

(c) The vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property that is sold in the ordinary course of the vendor's business of selling personal property of that kind unless, in the case of goods that may or must be described by serial number in the Personal Property Securities Register, the purchaser advises the vendor at least 21 days before the due date for settlement that the goods are to be held as inventory.

(d) The vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property that:

- (i) Is not described by serial number in the Personal Property Securities Register;
  - (ii) Is predominantly used for personal, domestic or household purposes; and
  - (iii) Has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the Personal Property Securities Act 2009 (Cth), not more than that prescribed amount.
- (e) A release must be in writing and in an approved form.
- (f) If the purchaser receives a release the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- (g) In addition to ensuring a release is received the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- (h) The purchaser must advise the vendor of any security interest that the purchaser reasonably requires to be released at least 21 days before the due date for settlement.
- (i) If the purchaser does not provide an advice the vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released.
- (j) If settlement is delayed due to the purchaser not providing the advice, the purchaser must pay the vendor:
- (i) Interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - (ii) Any reasonable costs incurred by the vendor as a result of the delay, as though the purchaser was in default.
- (k) Words and phrases have the meaning given to them in the Personal Property Securities Act 2009 (Cth).

**15 PURCHASE OF ENCLOSED ROAD**

- 15.1 The purchaser acknowledges that the vendor has entered into a contract for the purchase of road contained within Enclosure Permit 28198 but as at the date hereof has not been registered as proprietor of the land.
- 15.2 The vendor has made all payment to the Department of Planning Industry and Environment in relation to the road purchase and warrants that he will make any other payment as maybe required to ensure registration of the title into his name.
- 15.3 Upon registration of the title the vendor will execute all documents as maybe necessary in order to transfer the title to the road purchase into the purchaser's names.
- 15.4 The purchaser shall not be entitled to delay completion should the vendor not be the registered proprietor of the lands before completion.

- 15.5 The purchaser will make no objection requisition or claim for compensation by virtue of the fact that as at the date of completion the vendor does not have title to the said lands.
- 15.6 The vendor shall transfer the said lands as soon as is practical after he becomes the registered proprietor.
- 15.7 This clause does not merge on completion.

**16. STOCK AND DOMESTIC BORE**

Included in the within sale is the vendor's stock and domestic bore located on Lot 41 DP843514 being approval number 50WA505455.

**GLEN KEITH HAINES SALE  
"EAST GATHEN" DENILQUIN  
SCHEDULE OF LANDS**

Lot 302 in DP756325 and having an area of 313.25 acres or 126.76 hectares

Lot 303 in DP756325 and having an area of 247 acres or 99.95 hectares

Lot 41 in DP843514 and having an area of 240.30 acres or 97.2 hectares

EP 28198 Road purchase W396045 and having an area of 3.168 hectares or 7.83 acres

TOTAL ACRES: 808.38

TOTAL HECTARES: 327.08



# Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

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FOLIO: 302/756325

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SEARCH DATE	TIME	EDITION NO	DATE
19/8/2020	2:09 PM	6	2/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.  
CONTROL OF THE RIGHT TO DEAL IS HELD BY COMMONWEALTH BANK OF AUSTRALIA.

## LAND

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LOT 302 IN DEPOSITED PLAN 756325  
AT DENILIQUIN  
LOCAL GOVERNMENT AREA MURRAY RIVER  
PARISH OF SOUTH DENILIQUIN COUNTY OF TOWNSEND  
(FORMERLY KNOWN AS PORTION 302)  
TITLE DIAGRAM CROWN PLAN 186.1803

## FIRST SCHEDULE

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GLEN KEITH HAINES (T AA172418)

## SECOND SCHEDULE (3 NOTIFICATIONS)

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- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 AA172419 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA
- 3 AK432149 PROPERTY VEGETATION PLAN EXPIRY DATE: 30/6/2026

## NOTATIONS

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UNREGISTERED DEALINGS: NIL

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

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Received: 19/08/2020 14:09:42

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH  
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FOLIO: 303/756325  
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SEARCH DATE	TIME	EDITION NO	DATE
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19/8/2020	2:15 PM	6	2/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.  
CONTROL OF THE RIGHT TO DEAL IS HELD BY COMMONWEALTH BANK OF AUSTRALIA.

LAND  
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LOT 303 IN DEPOSITED PLAN 756325  
AT DENILIQUIN  
LOCAL GOVERNMENT AREA MURRAY RIVER  
PARISH OF SOUTH DENILIQUIN COUNTY OF TOWNSEND  
(FORMERLY KNOWN AS PORTION 303)  
TITLE DIAGRAM CROWN PLAN 186.1803

FIRST SCHEDULE  
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GLEN KEITH HAINES (T AA172418)

SECOND SCHEDULE (2 NOTIFICATIONS)  
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- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 AA172419 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS  
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UNREGISTERED DEALINGS: NIL

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

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH  
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FOLIO: 41/843514  
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SEARCH DATE	TIME	EDITION NO	DATE
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19/8/2020	2:15 PM	4	2/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.  
CONTROL OF THE RIGHT TO DEAL IS HELD BY COMMONWEALTH BANK OF AUSTRALIA.

LAND  
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LOT 41 IN DEPOSITED PLAN 843514  
AT MURRAY  
LOCAL GOVERNMENT AREA MURRAY RIVER  
PARISH OF SOUTH DENILIQVIN COUNTY OF TOWNSEND  
TITLE DIAGRAM DP843514

FIRST SCHEDULE  
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GLEN KEITH HAINES

(T AA172418)

SECOND SCHEDULE (3 NOTIFICATIONS)  
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- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP843514 RESTRICTION(S) ON THE USE OF LAND
- 3 AA172419 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS  
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UNREGISTERED DEALINGS: NIL

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

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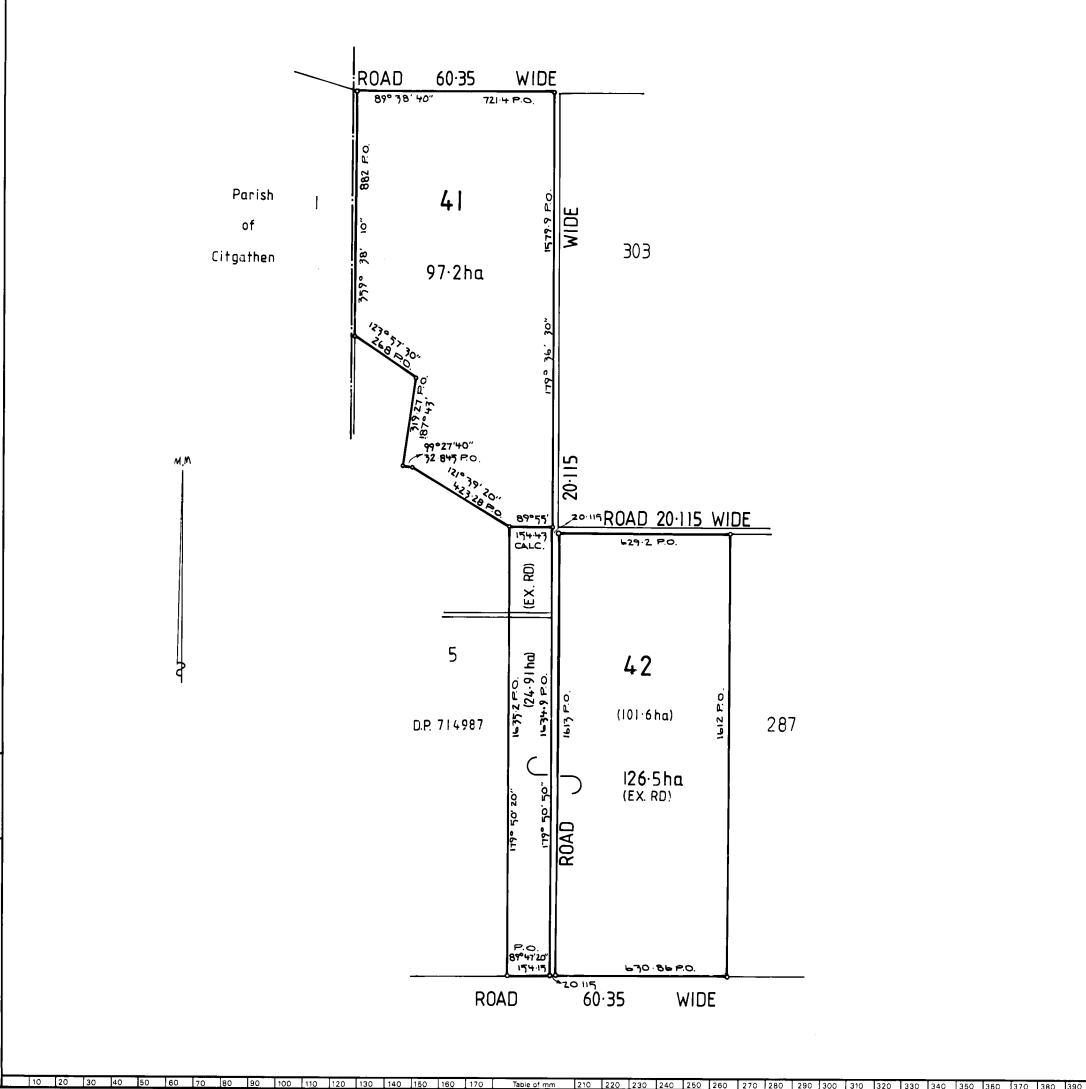
SIGNATURES, SEALS AND STATEMENTS of intention to dedicate public roads or to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

*Higgins*  
*Higgins*

**Crown Lands Office Approval**  
 AN APPROVED  *[Signature]*  
 Land District *[Blank]* Authorized Officer *[Blank]*  
 Paper No. *[Blank]*  
 Field Book *[Blank]* pages *[Blank]*

**Council Clerk's Certificate**  
 I hereby certify that -  
 (a) the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans), and  
 (b) the requirements of Part 3 Division 3 of the Water Boards Act, 1987, or Part 3 Division 3 of the Hunter Water Board (Consequential) Act 1991  
 have been complied with by the applicant in relation to the proposed *[Blank]* sub-division No. *[Blank]*  
 and that the proposed *[Blank]* sub-division No. *[Blank]*  
 is in accordance with the requirements of the Local Government Act, 1919.  
 I, *[Signature]* Council Clerk  
 Council File No. *[Blank]*

\*This part of the certificate to be deleted where the application is only for a consolidated lot or the opening of a new road or where the lot to be subdivided is wholly outside the areas of operations of the Metropolitan Water Sewerage and Drainage Board and the Hunter Water Corporation Ltd.  
 Delete if inapplicable.



**DP 843514**

Registered *[Stamp]* 14-10-1994

CA: No. 19/94 OF 1-9-1994

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: PARISH

Last Plan: D.P. 777272, T. 186-1807

PLAN OF SUBDIVISION OF LOT 4 D.P. 777272 & LOT 286 D.P. 746757

Lengths are in metres. Reduction Ratio 1:10000

L.G.A. **MURRAY**

Locality: DENILIQUN

Parish: SOUTH DENILIQUN

County: TOWNSEND (60)

This is sheet 1 of my plan in *[Blank]* sheets (delete if inapplicable)

**BRIAN LESLIE MITSCH**  
 of DENILIQUN, N.S.W., 2710

a surveyor registered under the Surveyors Act 1929, hereby certify that the survey represented in this plan is accurate, has been made in accordance with the Survey Practice Regulation 1990 and was completed on 15th JULY 1994.

(Signature) *[Signature]*  
 Surveyor registered under the Surveyors Act 1929

Datum Line Of Axium

Plans used in preparation of survey/compilation:  
 D.P. 777272  
 T. 186-1807

**PANEL FOR USE ONLY** for statements of intention to dedicate public roads or to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

**PURSUANT TO SECTION 80B OF THE CONVEYANCING ACT 1919, IT IS INTENDED TO CREATE:-**

1. RESTRICTION AS TO USER.

Reg: R514770 / Doc: DP 0843514 P / Rev: 18-Oct-1994 / NSW LRS / Pgs: ALL / Ppt: 19-Aug-2020 14:16 / Seq: 1 of 1

N-983L

INSTRUMENT SETTING OUT TERMS OF RESTRICTION ON THE USE OF LAND  
INTENDED TO BE CREATED PURSUANT TO  
SECTION 88B OF THE CONVEYANCING ACT, 1919.

Lengths are in metres.

(Sheet 1 of 2 Sheets)

PART 1.

PLAN : **DP 843514** Plan of subdivision of Lot 4 in Deposited Plan 737272 and Lot 286 in Deposited Plan 756325 in the local government area of Murray, Parish of South Deniliquin, County of Townsend in the State of New South Wales and covered by Council Clerk's Certificate No 19/94 dated 1st September 1994.

FULL NAME AND ADDRESS OF PROPRIETOR OF THE LAND : Ronald Thomas Higgins and Denise Joy Higgins both of "Gathen", Southdown Road, Deniliquin in the State of New South Wales.

1. IDENTITY OF RESTRICTION FIRSTLY REFERRED TO IN ABOVEMENTIONED PLAN : Restriction as to user.

SCHEDULE OF LOTS & AUTHORITY AFFECTED.

<u>LOTS BURDENED.</u>	<u>AUTHORITY BENEFITED.</u>
LOT 41	MURRAY SHIRE COUNCIL
LOT 42	MURRAY SHIRE COUNCIL

PART 2.

1. TERMS OF RESTRICTION AS TO USER FIRSTLY REFERRED TO IN ABOVEMENTIONED PLAN :

That no dwelling is to be erected on the Lots.

Name of authority empowered to release, vary or modify restriction referred to in the abovementioned plan.

MURRAY SHIRE COUNCIL

THIS IS SHEET 1 OF A 2 SHEET INSTRUMENT .....

*John Higgins R J Higgins* *[Signature]*

INSTRUMENT SETTING OUT TERMS OF RESTRICTION ON THE USE OF LAND  
INTENDED TO BE CREATED PURSUANT TO  
SECTION 88B OF THE CONVEYANCING ACT, 1919.

Lengths are in metres.

(Sheet 2 of 2 Sheets)

PART 2.

PLAN : **DP 843514**

Plan of subdivision of Lot 4 in Deposited Plan 737272 and Lot 286 in Deposited Plan 756325 in the local government area of Murray, Parish of South Deniliquin, County of Townsend in the State of New South Wales and covered by Council Clerk's Certificate 19/94 dated 1st September 1994.

Signed in my presence by  
**RONALD THOMAS HIGGINS** who is  
personally known to me:

..... *R. T. Higgins* .....  
(Registered Proprietor)

..... *D. J. Grant* .....  
(Witness) SOLICITOR  
DENILIQUIN

Signed in my presence by  
**DENISE JOY HIGGINS** who is  
personally known to me:

..... *D. J. Higgins* .....  
(Registered Proprietor)

..... *D. J. Grant* .....  
(Witness) SOLICITOR, DENILIQUIN

Signed by the said Bank at  
Wagga Wagga by its Attorney

**AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED**  
(A.C.N. 005 357 522)  
by its Attorney

..... *[Signature]* .....  
who is personally known to me.

and, I, the said Attorney state that I have not received any  
notice of the revocation of the Power of Attorney Registered  
in the Office of the Registrar-General Sydney as No. 878  
Book 4001 under which this document is executed.

*[Signature]*  
**DAVID THOMAS GRANT**  
JUSTICE OF THE PEACE FOR  
NEW SOUTH WALES

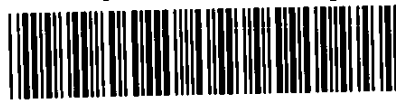
..... *[Signature]* .....  
~~Acting/District Manager/Senior Manager Retail Banking~~  
for the time being of Australia and New Zealand Banking  
Group Limited.

**REGISTERED**  14-10-1994



Form: 13VP  
Release: 12.0  
www.lpi.nsw.gov.au

# PROPERTY VEGETATION PLAN



## AK432149B

New South Wales  
Section 31  
Native Vegetation Act 2003

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE	302//756325	
(B) LODGED BY	Document Collection Box	Name, Address, Telephone, and Customer Account Number: Helen Wilson, c- Murray LLS, PO Box 797 ALBURY, NSW, 2640 (Phone 02 6051 2202) Customer Account No. 130701 P Reference: MY00056
	6230X	
(C) REGISTERED PROPRIETOR	GLEN KEITH HAINES	
(D) APPLICANT	Murray Local Land Services	
(E) AGREEMENT	Property Vegetation Plan dated	Abstract annexed hereto and marked
	17-04-16	BACK GATHEN

Murray Local Land Service or delegate hereby notifies the Registrar General that:

- the Minister administering the *Native Vegetation Act 2003* has approved a Property Vegetation Plan affecting the above land,
  - the parties to the plan have consented to the registration of the plan, and
  - the relevant agreement is referred to above and an abstract of the agreement is annexed hereto,
- and requests the Registrar General to record the plan on the relevant folio of the Register.

DATE 17<sup>th</sup> April 2016

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

Certified correct for the purposes of the Real Property Act 1900 by the authorised officer of the applicant named below.

(F) Signature of witness:

Name of witness:

Troy Hitchon

Signature of authorised officer:

Name of authorised officer:

Gary Rodda

Position of authorised officer:

General Manager – Murray LLS





**Local Land  
Services**  
Murray

**Notice of Existence of a Property Vegetation Plan  
Under the Native Vegetation Act 2003**

Murray Local Land Services has granted Property Vegetation Plan MY00056 over the following property;

**BACK GATHEN  
GATHEN ROAD  
DENILIQUN NSW 2710**

Described as

Lot	DP	LGA	Parish	County
302	756325	MURRAY	SOUTH DENILIQUN	TOWNSEND

The Property Vegetation Plan:

- Provides for the restoration/conservation of native vegetation through an agreement with Local Land Services.

The Property Vegetation Plan commences on: **17-APRIL-2016**

The Property Vegetation Plan ends on: **30-JUNE-2026**

The following persons/organisations are parties consenting to the registration of the Property in accordance with section 31 of the *Native Vegetation Act 2003*:

**GLEN KEITH HAINES**

Name of the Landowner

Signature

**22-2-16**

Date

**Gary Rodda**

General Manager of Murray Local Land Services

Delegate of the Minister administering the *Native Vegetation Act 2003*

Signature

**17-4-16**

Date

Notice of the Property Vegetation Plan registration has been sent to registered mortgagees:

**LANDHOLDER TO NOTIFY MORTGAGEE**

For any enquiries please contact Helen Wilson on telephone 02 6051 2202 or e-mail on [Helen.wilson@lls.nsw.gov.au](mailto:Helen.wilson@lls.nsw.gov.au)



**Murray Local Land Services**  
INCENTIVE  
PROPERTY VEGETATION PLAN  
*Native Vegetation Act 2003*

'BACK GATHEN'  
GATHEN ROAD  
DENILIQWIN NSW 2710

This Property Vegetation Plan applies to the land described in Schedule 1, as shown on Map 1 in Schedule 4 of this agreement.

The Landholder is authorised to undertake the activities set out in Schedule 2 and agrees to carry out the management actions and management action details set out in Schedule 2. The Landholder agrees to comply with the requirements of Schedule 3.

**Notes:**

1. The Director-General of Department of Premier and Cabinet (or delegate) will notify the Registrar-General once all landholders and parties with a prescribed interest have consented to the registration of this PVP. Once notified by the Director-General, the Registrar-General is required to register this PVP. This PVP will then be binding on all current and future landholders.
2. This Plan does not exempt the landholder from any Council clearing consent requirements.
3. In order to carry out the works under this PVP, the Landholder may be required to obtain other approvals from other government agencies.

**GLEN KEITH HAINES**

Name of the land owner

Signature

22-2-16

Date

**GARY RODDA**

General Manager of Murray Local Land Services

Delegate of the Minister administering the *Native Vegetation Act 2003*.

Signature

17/4/16

Date

**SCHEDULE ONE — DESCRIPTION OF LAND TO WHICH THIS PVP APPLIES**

Lot	DP	LGA	Parish	County
302	756325	MURRAY	SOUTH DENILQUIN	TOWNSEND

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## SCHEDULE TWO — AUTHORISED ACTIVITIES AND MANAGEMENT ACTIONS

### Connected Corridors Program Purpose

To increase landholder participation in voluntary landscape repair activities in targeted areas of the NSW Murray region.

### Connected Corridors Program Objective

To conserve native biodiversity in targeted areas of the NSW Murray region.

Map Unit	Key objectives of this project	Management Actions relevant to the objectives
1	<ul style="list-style-type: none"> <li>• Increase/maintain native plant species richness</li> <li>• Increase/maintain over-storey cover and regeneration</li> <li>• Increase/maintain mid-storey and or shrub regeneration</li> <li>• Increase/maintain native groundcover</li> <li>• Increase/maintain native bird/reptile/frog/mammal diversity</li> </ul>	<ul style="list-style-type: none"> <li>• Native Vegetation Conservation</li> <li>• Fencing</li> <li>• Weed Control</li> <li>• Pest Animal Control</li> <li>• Exclusion of stock</li> <li>• Strategic Grazing</li> <li>• Revegetation</li> <li>• Monitoring</li> </ul>

### AUTHORISED INCENTIVES

Map Number (as per Schedule 4)	Map Unit	Incentive Type Authorised on Map Unit	Details of Authorised Incentive type
Map 1	1	INCENTIVE PVP	<p>The project will manage and enhance 2.154ha of remnant Inland Grey Box Woodland and establish 3.195ha of native vegetation by undertaking fencing, direct seeding, weed control and pest animal control.</p> <p>Total project area = 5.35ha</p>

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## MANAGEMENT ACTIONS FOR INCENTIVES

- The management actions and management action details are to be continued for, or completed within, the duration specified in the column "Duration of Management Action".
- The management actions and management action details set out below must be undertaken in the specified Map Unit as identified in Schedule 4.

Map Number (as per Schedule 4)	Map Unit	Management Action	Duration of Management Action	Management Action Details
Map 1	1 & 2	Native Vegetation Conservation	30 June 2026	The area within Map Unit 1 is a publicly funded native vegetation conservation area. Clearing of native vegetation, whether remnant or regrowth, is not permitted in this site at any time, except for minimal disturbance required in the undertaking of weed and pest control, maintenance of utilities, removal of risk to persons or property (as per section 11 of the <i>Native Vegetation Act 2003</i> and Part 6 of the <i>Native Vegetation Regulation 2013</i> ).
Map 1	1 & 2	Retain Dead Timber	30 June 2026	Standing or fallen timber must not be removed. Strategic fallen timber realignment may occur to allow enhancement activities.
Map 1	1 & 2	No Firewood Collection	30 June 2026	No live or dead timber is to be removed for firewood.
Map 1	1 & 2	Weed Control	30 June 2026	The <b>landholder</b> will continuously control all noxious and environmental weeds that threaten the biodiversity value of the site. The <b>landholder</b> will undertake all weed control activities requiring herbicide application using registered chemicals. Material safety data sheets must be held on site during chemical application; records of application maintained and the operator must have a current chemical user's accreditation as required by the <i>Pesticide Act 1999</i> . All weed control activities must be undertaken in a manner that is consistent with the <i>Native Vegetation Act 2003</i> .
Map 1	1 & 2	Pest Animal Control	30 June 2026	The <b>landholder</b> will continuously control all introduced pest animals (including, but not limited to, foxes, rabbits, hares, pigs, goats, and deer) that threaten the biodiversity values of the project site. Material safety data sheets must be held on site during bait use, records of bait use maintained and the operator must have a current chemical user's accreditation as required by the <i>Pesticides Act 1999</i> .
Map 1	1 & 2	Fire Management	30 June 2026	Any fire hazard created by changed management must be managed by the <b>landholder</b> in accordance with the <i>Rural Fires Act 1997</i> .
Map 1	1 & 2	Fence Construction	31 May 2016	The <b>landholder</b> will erect 1.192km of new fencing to enclose Map Unit 1 & 2 in the locations identified on Map 1.

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Map Number (as per Schedule 4)	Map Unit	Management Action	Duration of Management Action	Management Action Details
				<p>All fencing will be erected to be stock proof and wildlife friendly according to the following minimum standard:</p> <ul style="list-style-type: none"> <li>• No barbed wire is to be used;</li> <li>• Minimum of 7 lines high tensile plain wires or a combination of plain wire and ring lock or hinge joint;</li> <li>• Maximum post spacing of 8 metres apart;</li> <li>• Materials must be of good quality steel;</li> <li>• Site must contain at least one permanent 14ft gate for site access;</li> <li>• Electrified wires may be used, but fence must be stock proof without the power on, in case of electrical failure;</li> </ul> <p>Any clearing of native vegetation deemed necessary for the construction of the fence line must be to the minimum extent necessary, in accordance with Routine Agricultural Management Activity (RAMA) exemptions under the <i>Native Vegetation Act 2003</i>.</p> <p>Debris from any fence line clearing must not be stockpiled. The landholder may scatter debris from any fence line throughout the project site for additional wildlife habitat (except for riparian/floodplain areas).</p>
Map 1	1 & 2	Fence Maintenance	30 June 2026	The landholder will maintain all fences enclosing Map Unit 1 & 2 in stock proof condition for the duration of the agreement.
Map 1	1 & 2	Exclusion of Stock	30 June 2022	The landholder will exclude domestic stock for 5 years from the commencement of this agreement, to allow for enhancement works and natural regeneration of native species to establish.
Map 1	1 & 2	Grazing management	30 June 2022 - 30 June 2026	<p>Following the exclusion period the landholder will ensure that domestic stock grazing is managed solely to enhance the quality of native vegetation within the site.</p> <p>Grazing must not occur at any time between the months of October to February, when native plants are setting seed (most native grasses, saltbushes, wattles, forbs and herbs set seed in late spring and summer).</p> <p>Grazing must not occur at any time when the area within Map Unit 1 is inundated or waterlogged to prevent pugging and compaction of the soil.</p> <p>The landholder will monitor grazing to ensure minimal grazing damage to regenerating woody native vegetation. The landholder will remove stock immediately if they begin to browse and damage regenerating woody native vegetation.</p>

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Map Number (as per Schedule 4)	Map Unit	Management Action	Duration of Management Action	Management Action Details
Map 1	1 & 2	Site Preparation for revegetation	31 May 2016	<p>The Landholder will prepare the site for direct seeding according to the following:</p> <ul style="list-style-type: none"> <li>• Weed growth is to be controlled in the areas to be planted as shown on Map 1 in autumn and again at least 6-8 weeks prior to planting. Non-residual herbicides only are permitted for use.</li> <li>• Herbicide spray lines should be spaced not less than 4-5 metres apart and should not be more than 1.5 metres in width. No blanket spraying.</li> <li>• Slashing/cultivation of rows to reduce plant competition may be carried out to assist with the establishment of direct seeding/planting. Restrict slashing/cultivation to areas where vegetation establishment has been identified on the Revegetation Map.</li> <li>• Disturbance to the area must be to the minimum extent necessary to prepare the site for seeding and to assist seedlings to establish and survive.</li> </ul> <p>The Landholder must control Red-legged Earth Mites and Aphids for the first year after direct seeding within the project site using a registered and appropriate insecticide in accordance with the label.</p> <p>Murray LLS will arrange for direct seeding of the project site with locally indigenous site-specific species when seasonal conditions are suitable.</p> <p>No direct seeding will occur until effective pest and weed control has been undertaken and all fencing to exclude stock is completed.</p> <p>If revegetation works fail due to an action or omission by the landholder then the landholder will be required to undertake replacement revegetation at their own cost.</p> <p>If revegetation works fail due to adverse climatic conditions, replacement revegetation may be undertaken at the discretion of the Murray LLS dependent on funding availability and seasonal conditions.</p>
Map 1	1 & 2	Pest Insect Control	31 May 2016 - 31 May 2017	
Map 1	1 & 2	Direct Seeding	31 May 2016	
Map 1	1 & 2	Revegetation Failure	30 June 2026	

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Map Number (as per Schedule 4)	Map Unit	Management Action	Duration of Management Action	Management Action Details
Map 1	1 & 2	Monitoring	30 June 2026	The landholder will allow for monitoring to be undertaken within the project site and on other areas of the property as required.
Map 1	1 & 2	Photopoints	30 June 2026	Murray LLS will establish photopoints within the project site. The landholder will carry out annual photopoint monitoring with assistance (if required) from the Murray LLS. Methods to establish and maintain photo points are outlined in Attachment 4.
Map 1	1 & 2	Biodiversity Monitoring	30 June 2026	Murray LLS and its contractors will undertake baseline biodiversity monitoring within the project site. A Murray LLS Officer will provide instructions and training (if required) to the landholder for ongoing project site monitoring. The landholder will carry out annual biodiversity monitoring with assistance (if required) from Murray LLS.

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## SCHEDULE THREE - STANDARD CONDITIONS

12. The Landholder agrees to comply with that notice in the time specified in the notice. Failure to comply with that notice is a breach of this plan. If the Landholder does not comply with the notice, the Minister (or delegate) may consider terminating this plan, in accordance with the procedure set out in section 30 of the *Native Vegetation Act 2003*. The LLS or OEH may also take other action under that Act.
13. If this property vegetation plan is terminated, the Landholder agrees to pay back to the LLS within 28 days of the date of termination:
  - (i) for any management actions not commenced at the date of termination, all incentive payments received under this plan; and
  - (ii) for any management actions partially completed at the date of termination, an amount of incentive payments received under this plan which has been approved by the LLS

The landholder also agrees to provide access to the property to officers of the LLS and OEH and also to provide access for those officers to receipts and records of expenditure related to such management actions.

14. The obligation of the landholder under clause 14 to pay back certain incentive funds to the LLS continues after the end of this agreement.

Note: The procedure for varying or terminating a PVP is set out in section 30 of the *Native Vegetation Act 2003* and clause 11 of the *Native Vegetation Regulation 2013*.

### Subdivision

15. The Landholder agrees to notify the LLS of any proposal to subdivide the Land.
16. The Landholder agrees to submit to the LLS an application to vary this PVP to divide it into separate PVPs relating to the Land as subdivided in the same or similar terms to this PVP, if so requested by the LLS.

### Apportionment of risk/indemnity

17. The parties agree to apportion risk as follows:
  - (iii) The LLS accepts the risk for the actions of LLS staff in entering the Land and carrying out functions associated with this PVP and for the actions of other visitors to the Land as organised by the LLS.
  - (iv) All other risks associated with this PVP and the works under this PVP rest with the Landholder.

### Goods and services tax

18. Unless otherwise stated, any incentive payments made by the LLS are exclusive of goods and services tax.
19. Prior to receiving any payment, the Landholder agrees to provide to the LLS a valid Australian Business Number or clear evidence as to why no Australian Business Number is required.

### Disclosure of Information

20. Subject to clause 21, personal information contained in this PVP will be treated in accordance with the *Privacy and Personal Information Protection Act 1998*, under which you have rights of access and correction.
21. Information contained in this PVP may be disclosed:
  - i. In the case of incentive PVPs generally, to bona fide prospective purchasers of the land to which this PVP applies.
  - ii. In the case of incentive PVPs valued at \$150,000 or more, on the government contracts register on the NSW Government Tenders website except for any personal information or other content the LLS determines is subject to an overriding public interest against disclosure.
  - iii. To OEH for compliance and statistical purposes.
  - iv. in circumstances where disclosure is otherwise required or authorised by law, including the Government Information (Public Access) Act 2009.

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## SCHEDULE FOUR – MAPS AND ATTACHMENTS

Map 1 PVP Area and Activities authorised by this PVP 'BACK GATHEN' 1:2,000

Attachment 1	Project Activities
Attachment 2	Payment Schedule
Attachment 3	Murray LLS General Conditions
Attachment 4	Photopoint Guidelines
Attachment 5	Revegetation Site Preparation Sheet

  
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# SCHEDULE FOUR – MAPS AND ATTACHMENTS

## Attachment 1 – Project Activities

### Project Details:

<b>Project No</b>	MY00056	<b>Case Summary</b>	The project will manage and enhance 2.154ha of remnant Inland Grey Box Woodland and establish 3.195ha of native vegetation by undertaking fencing, direct seeding, weed control and pest animal control.  Total project area = 5.35ha
<b>Project</b>	1516 Connected Corridors		
<b>CMA Officer</b>	Shanna Rogers		
<b>Contract Type</b>	PVP Conservation		
<b>Term</b>	10		

### Activity Summary:

<b>Total Site Area</b>	5.35 ha	<b>Establish Vegetation</b>	3.195 ha
<b>Remnant Vegetation Area</b>	2.154 ha	<b>Area of Direct Seeding</b>	4 ha
<b>Terrestrial Component</b>	5.35 ha	<b>Tube Stock Numbers</b>	0
<b>Riparian Component</b>	0	<b>Stream Bank Protected</b>	0
<b>Wetland Component</b>	0	<b>Cultural Area</b>	0
<b>EEC Component</b>	5.35 ha		
<b>New Fencing</b>	1.192 km		

### Landholder Grant Summary:

Activity Detail	Ex GST	GST	Total
Fencing	\$11,053.09	\$1,105.39	\$12,158.40
<b>Totals</b>	<b>\$11,053.09</b>	<b>\$1,105.39</b>	<b>\$12,158.40</b>

### Landholder In-kind Summary:

- Site Preparation for Direct Seeding (weed control)
- Ongoing Site Maintenance (fence maintenance, weed and pest animal control, grazing management)

### Murray LLS In-kind Summary:

- Direct Seeding
- PVP registration

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**SCHEDULE FOUR – MAPS AND ATTACHMENTS**

**Attachment 2 – Payment Schedule**

Payment Schedule	Ex GST	GST	Total
Upon Execution of Contract	\$7,737.16	\$773.72	\$8,510.88
Upon Completion of Fencing	\$3,315.93	\$331.59	\$3,647.52
<b>Totals</b>	<b>\$11,053.09</b>	<b>\$1,105.39</b>	<b>\$12,158.40</b>

**Grant Recipient Details:**

First Name	Surname	Trading Name	ABN	Registered for GST
Glen	Haines	GLEN K HAINES	12 842 314 435	Yes

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## SCHEDULE FOUR – MAPS AND ATTACHMENTS

### Attachment 3 – Murray LLS General Conditions

In addition to Schedule Three – Standard Conditions the following contractual obligations pertain to funding provided by the Murray LLS to implement agreed management actions of the Property Vegetation Plan:

#### 1. The Contract

- (a) Landholders are not eligible to receive public funding to apply management actions that are required by legislation, for example as part of an offset requirement within an approved Property Vegetation Plan (PVP) prepared under the *Native Vegetation Act 2003*.
- (b) Landholders are able to receive public funding to apply management actions within an existing PVP offset provided that the proposed actions are not specified in the PVP offset.
- (c) Sites that have received public funding may not be available for use in a future PVP offset unless the landholder returns part or all of the funding to the relevant public authority.
- (d) This Contract does not constitute a lease by the Murray LLS of the site, nor does it imply that the landholder is the Murray LLS's employee, nor does it affect your ownership of the site or anything that grows on it or any other rights pertaining to the project site.
- (e) Unless otherwise agreed between the Authority and the Landowner, ownership, responsibility and maintenance of the site or assets acquired with the funding for the incentive project shall be deemed to be the property of the Landowner for the duration of contract.
- (f) The Murray LLS shall immediately notify the landholder in writing if it becomes aware that funds designated under the Head Agreements of NSW and/or Australian government for the performance of the Activity will not be, or are not likely to be, received by the Murray LLS either at all or within the time contemplated by the Murray LLS. Note: if a contract has been signed the LLS are responsible for paying costs incurred as outlined in the contract until the landholder receives such correspondence.

#### 2. Landholders responsibilities

In exchange for the Murray LLS contribution, the Landholders responsibilities are:

- (a) To complete the works listed in the PVP by the Due Date for Completion.  
If works have not been completed by this date, then the Murray LLS is not obliged to pay the incentive or provide In-kind support and may allocate incentive moneys/support to another landholder. If you anticipate a delay in completion, you must contact the Murray LLS to discuss the possibility of an extension.
- (b) To contact the Murray LLS when changes in circumstance affect the integrity of the project.
- (c) To comply with other relevant State and Commonwealth legislation that will affect the land (works conducted as per Schedule 2 of the PVP agreement do not provide exemption from other legislative requirements).

#### 3. Work Health and Safety

The Landholder must ensure the health and safety of all people who may be affected by the Landholder's activities under the Agreement (including the Landholder's employees and subcontractors and members of the public), in compliance with the Work Health & Safety Act 2011.

In addition to the legislative requirements, the Landholder must comply with any applicable work health & safety policy available from the Authority and any site and job specific requirements;

- (a) Comply with all applicable laws, regulations and standards, including those covering work health and safety, in carrying out the Project Services; and
- (b) Conduct its own assessments and investigations regarding the provision of the Project Services and any risks associated with the Project.
- (c) Before commencing the on-ground Works, the Landholder must submit Safe Work Method Statements covering the Works.

All safety incidents, including near misses, should be reported immediately to the Authority's Contact Person. The Landholder must comply with the Work Health and Safety Act 2011.

#### 4. Force Majeure

Force Majeure means an event or circumstance which is beyond the control and without the fault or negligence of the party affected and which by the exercise of reasonable diligence the party affected was unable to prevent including war, act of foreign enemies, act of terrorism, earthquake, flood, fire, civil insurrection and strike or industrial dispute.

- (a) Neither party is responsible for any failure to perform its obligations under this Agreement if it is prevented or delayed in performing those obligations by an Event of Force Majeure.
- (b) Where there is a Force Majeure event, the party prevented from or delayed in performing its obligations must immediately notify the other party giving full particulars of the Force Majeure event and the reasons preventing or delaying that party from performing its obligations, and that party must use its reasonable efforts to mitigate the effect of the Force Majeure event.

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## SCHEDULE FOUR – MAPS AND ATTACHMENTS

- (c) Upon completion of Force Majeure event the party affected must as soon as reasonably practicable recommence the performance of its obligations under this Agreement.
- (d) A Force Majeure event does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.
- (e) Should a Force Majeure event continue for six (6) months, or such other period as agreed between the parties, this Agreement will terminate on the six month anniversary of the first day of the Force Majeure event.

### 5. Disclosure of Information

- (a) Any intellectual property created or collected, as a result of this Contract will rest with the Murray LLS, NSW State and/or the Australian Government
- (b) Any spatial, financial and contractual data associated with this Contract can be accessed and or used by the Local, NSW State and/or the Australian Governments.
- (c) The landholder consents that spatial, numerical and textual information including the location, extent and nature of works in this contract may be publicly disclosed for the purposes of monitoring, evaluation, reporting and improvement (MERI).
- (d) In accordance with the Government Information (Public Access) Act 2009 information contained in contracts valued at \$150,000 or more will be listed on the Murray LLS contracts register and available on the Murray LLS website, except for any personal information or other content the LLS determines is subject to an overriding public interest against disclosure. The contracts Register will include the name of the contractor, the amount to be paid, and the details of the project, and the goods or services to be provided

### 6. Communication and Promotion

- (a) The Murray LLS and relevant Australian and State Government funding sources must be acknowledged in all correspondence and media related to this Contract. This includes signs, forms, articles, publications, relevant forums, conferences, field days and at openings which relate to works carried out under the PVP using the incentive payment. Where practicable a copy of any such publication must be provided to the LLS.
- (b) The landholder agrees to allow access to the project site by Murray LLS staff, or persons contracted to the Murray LLS, and NSW and/or Australian Government representatives for:
  - i. Undertaking inspections to ensure all activities outlined within the PVP have been undertaken to the agreed standard.
  - ii. Agreed field days and promotional activities such as media, field days or farm walks by negotiation with the Landholder.
  - iii. Promotional or auditing activities at the site with State or Australian government investors by negotiation with the Landholder.
  - iv. Erection of appropriate signage.
- (c) **Publicity:** Each party acknowledges and agrees that all aspects of the performance of this Contract are confidential and that it shall not make any public statement with respect to the Activity without the consent of the other party, which consent shall not be reasonably withheld.


### 7. Variations

- (a) If for any reason the Landholder wishes to change any agreed project works, they must first seek approval prior to proceeding with any changes to works. Eligible amendments will be incorporated into a revised PVP Variation which will form a new Contract between the Landholder and the Murray LLS where agreed to by the Murray LLS.
- (b) If the landholder makes changes to the agreed project works without written prior consent the Murray LLS reserves the right to terminate the contract.

### 8. Carbon Credits

- (a) The landholder retains all rights to all carbon sequestered as a result of works carried out under this agreement. The landholder is responsible for making themselves aware of all the terms, risks, opportunities, obligations and methods associated with the carbon market. Murray Local Land Services is not responsible for any of the landholder's dealings or trading of carbon credits should the landholder enter the carbon market. |

  
.....  
Initials

  
.....  
Initials

## MURRAY LOCAL LAND SERVICES PHOTOPOINT GUIDELINES FOR LANDHOLDERS

### What is photopoint monitoring?

Photopoint monitoring is a simple, effective tool used to visually monitor change over time. Typically photopoints are fixed (i.e. taken from exactly the same place, looking in the same direction over a given time period) and are used to demonstrate change at a site after management intervention such as grazing exclusion or tree planting. Photopoints are especially effective in monitoring changes in native vegetation over time.

### What is Murray Local Land Services' role?

Murray Local Land Services will set up at least two fixed photopoint monitoring sites within your project site, send you a copy of these photopoints and will come back to take photos as funding and priorities allow.

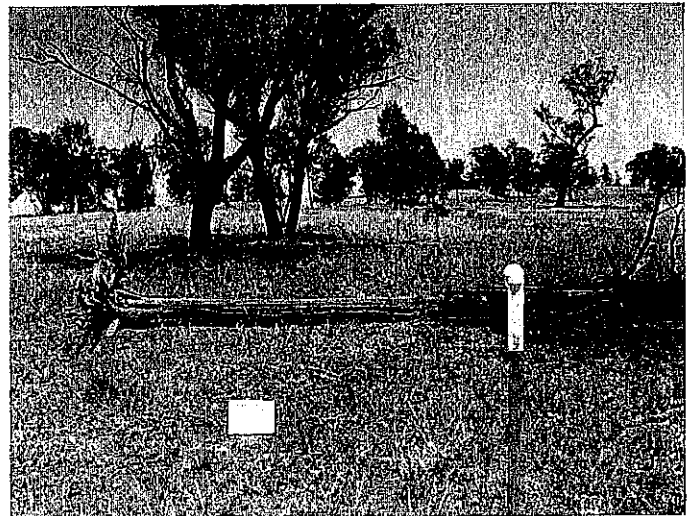
### What is my role?

Murray LLS encourages you to use the photopoints established, or to develop your own, to show the changes to your incentive site over time. There is no obligation to do so, however, photopoint monitoring can build an important record over time that can be shared with the next generation or with new owners of the property.

### How to choose a photopoint location:

Choose a location where you expect to see some change. This may be an area where you are undertaking weed control, revegetation or are excluding grazing for a period of time. Try and choose a location with a distinctive feature such as a corner fence post or large tree that will enable you to find the location again with ease, and consider the following points:

- Choose a locality that is easy to access (e.g. near access track to site);
- Looking to the South to avoid sun glare; and
- Try to minimise sky in the photo.



*Above: Photo taken in 2008 to monitor vegetation condition.*

*Below: Photo of the same area taken in 2012, showing the increase in groundcover.*



## PHOTOPOINT GUIDELINES FOR LANDHOLDERS



Above: Photo taken in February 2012 of dry creek bed.  
Below: Photo of the same area taken in November 2012 with water in the creek.



### What information should be recorded along with the photograph?

It is important to collect the following information with each photopoint, as it will help to reference each site and provide context for the monitoring:

- Date, time and weather conditions;
- Photopoint location;
- Direction of photo (e.g. North, South);
- Reason for taking the photograph (i.e. what is the expected change).

### How often should photographs be taken?

How often photographs are taken is dependent on the change you are trying to show, but generally:

- If you want to show before and after weed removal or planting, take photos over a short timeframe;
- If you want to show changes in growth of direct seeding or planting, or changes to a site after removing stock grazing, take photos every 6 to 12 months.



Above: Photo taken in 2011 showing the first year growth of planted seedlings. Below: Photo of the same area taken in 2013 showing seedlings growth and also the difference in groundcover in the fenced area compared to the adjacent grazing paddock.



### What next?

We encourage you to keep the photos in an album or your landholder information kit folder to look back at the changes on your project site over time. Murray LLS would also love to receive your photos to add to our monitoring and evaluation of our natural resource management programs.

If you would like further information please contact a Murray LLS Office:

- Albury 02 6051 2200
- Corowa 02 6033 1196
- Deniliquin (Victoria St) 03 5880 1400
- Deniliquin (Hay Rd) 03 5881 1055
- Jerilderie 03 5886 1203
- Lavington 02 6040 4210
- Moulamein 03 5887 5006
- Tumbarumba 02 6948 9197

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The information contained in this publication is based on knowledge and understanding at the time of writing February 2016. However, because of advances in knowledge, users are reminded of the need to ensure that the information upon which they rely is up to date and to check the currency of the information with the appropriate officer of Local Land Services or the user's independent adviser.

For updates go to [www.lls.nsw.gov.au](http://www.lls.nsw.gov.au)



# REVEGETATION SITE PREPARATION

## Connected Corridors Project

Successful revegetation germination and ongoing survival is dependant on good site preparation. Revegetation sites must be adequately prepared *PRIOR* to planting or direct seeding. The primary purpose of site preparation is to build adequate soil moisture before planting/seeding and control competition (weeds and browsing animals).

The following is a list of preparation tasks relevant for your project area that must be undertaken to prepare your site for revegetation.

### Stock Exclusion

Stock need to be excluded from the sites to be revegetated. No planting or direct seeding will proceed unless the site is stock proof.

Stock will be excluded from revegetation sites for an agreed period, usually up to five years, after which strategic grazing can be undertaken. This gives time for germination and seedling establishment to occur.

### Rabbit & Hare Control

Rabbit and hare control is essential within and surrounding the project site prior to any revegetation. Seedlings can be severely impacted by rabbit populations of less than one per hectare.

Rabbits should be controlled using a combination of methods to achieve the best results, such as:

- Baiting
- Destruction of accessible warrens by ripping, preferably whilst the soil remains dry
- Destruction of inaccessible warrens by fumigation, explosives or hand

Hares are not effectively controlled by the above methods as they do not take up baits or burrow. Therefore shooting is the most successful approach.

Ensure control methods chosen do not irreparably damage existing native plants, native animal habitat or culturally important sites. Your local Murray Local Land Services Biosecurity Officer/s can provide advice on the control methods suitable for your situation and site.

### Deep Ripping for Tubestock Planting

A Dial before you Dig request is to be carried out before any ripping occurs to obtain information on any cable or pipe networks in the area.



Ripping is most effective when the soil profile is dry as the soil shatters and settles so there are no large airspaces in the soil.

- Ripping should be a minimum depth of 400mm
- Rip lines should be at least 4 m apart
- When ripping sloping terrain the rip line must run along the contour (not down the slope)
- Do not rip within 5m of drainage lines, fences, roads, tracks, underground cabling or exposed earthworks
- Do not rip under the drip line of trees



Above: Deep ripping of site in preparation for planting.

## Weed Control for Tubestock Planting

- Rip lines must be sprayed 6-8 weeks prior to tubestock planting with a knockdown chemical (i.e. by early June). Spray should be restricted to the rip line (i.e. 1-1.5m wide).
- Do not blanket spray sites as this encourages weeds, only spray out the rip line.



Above: Sprayed out rip lines.

## Weed Control for Direct Seeding

- Spray along the lines where direct seeding is to occur. Spray lines should be 1-1.5m wide and 5-6m apart. Gentle curved lines that wind through the site and weave around trees are preferred rather than straight lines. This makes the site look as 'natural' as possible and reduces wind tunneling.
- Lines must be sprayed 6-8 weeks prior to direct seeding with a knockdown chemical (i.e. by the end of April)
- Do not spray out wet areas or areas with good native groundcover, unless specifically requested to by the Murray LLS Officer.
- If the site has a lot of grass growth, the site must be crash grazed before direct seeding and spraying. An alternative to crash grazing is slashing the direct seeding lines.
- Be mindful that the direct seeder is towed behind a ute so only spray lines in areas where a ute and trailer can access.
- On sloping sites direct seeding lines should be aligned to go along the contour, not down the slope as this presents an erosion risk.



Above: Sprayed out direct seeded row.

## Post Revegetation

Controlling rabbits and hares post revegetation is essential. Sites should be checked regularly for signs of pests (i.e. burrows, nipped off seedlings tips, etc.).

Follow-up control of weeds may be necessary.

In direct seeded sites, sites should be checked & treated for Red-Legged Earth mite damage for the first year post direct seeding.

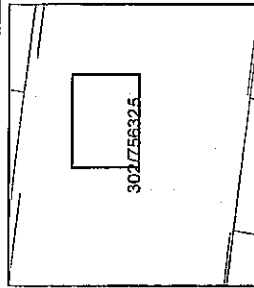


Above: Established revegetation area.

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# Map 1: Area and Activities Authorised by this PVP - BACK GATHEN

IRIS No: MY00056



**Native Vegetation Act 2003**  
**Property Vegetation Plan**

Property Name: Back Gathen

Landowner: G.K.Haines

Contact: Glen Haines

Lots Registered in PVP:  
302/756325

**Legend**

- ▷ Gate
  - ++++ Fence
  - ▨ Management of Vegetation
  - ▩ Establish Vegetation
- Lots registered in PVP

LLS Officer: Shanna Rogers

Date Prepared: 1/2/16

Date of Imagery: 2012

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 Data: Aerial, topographic and aerial imagery data supplied by © NSW Department of Finance and Services, Pennington Avenue, Bathurst, <http://www.lal.nsw.gov.au>.  
 Gate: Satellite imagery supplied by CAES Distribution  
 Fencing: Data supplied by © NSW Office of Environment and Heritage.

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Initialled: *G.K.H.*  
 Date: 22.2.16



## Information about a water licence or approval

Use this tool to search for information about water licences and approvals issued under the *Water Act 1912* or *Water Management Act 2000*.

Select the type of licence or approval and enter the licence or approval number:

- **Water access licence (WAL):** a WAL number starts with the letters 'WAL' followed by several numbers; a WAL also has a reference number that starts with a two digit number, followed by 'AL' and then several numbers.
- **1912 water licence:** a water licence number starts with a two digit number, followed by a two letter code and then several numbers. Note: a PT reference number cannot be entered.
- **Approval:** an approval number starts with a two digit number, followed by a two letter code (WA, UA, CA or FW) and then several numbers.

**Search for information about either a:**

- Water access licence (WAL) issued under the *Water Management Act 2000*
- Water Act 1912* Licences and Authorities

### Approval issued under the *Water Management Act 2000*

Approval Number

**Notes:** The search results will list the conditions imposed on the approval and also list the number/s of any water access licence/s that nominate the water supply works associated with the approval.

This search tool does not include information about controlled activity approvals. Information publicly available from a register of controlled activity approvals is available at our local offices.

**Find out if a *Water Act 1912* licence has been converted**

- Water licence conversion status

« Previous Search

Print

Logout

## Search Results

Kind of Approval	Issue Date	Expiry Date	Approval Number	Status	Water Source
Basic Rights	01-NOV-2006		50WA505455	Current	Lower Murray Groundwater Source

Work Type	Description	Diameter	Status	No of Works	Location (Lot/DP)
Extraction Works Gw	Bore	125	Active	1	Lot 41, DP 843514

### - Conditions

### Plan Conditions

NIL

### Other Conditions

#### Water management works

DK1198-00001 The approval holder must allow the relevant licensor or any person authorised by it, full and free access to the works, either during or after construction, for the purpose of carrying out inspection or test of the works and its fittings and shall carry out any work or alterations deemed necessary by the department for the protection and proper maintenance of the works, or the control of the water extracted and for the protection of the quality and the prevention from pollution or contamination of sub-surface water.

DK1200-00001

The approval holder must not construct or install works used for the purpose of conveying, distributing or storing water from the works authorised by this approval, that obstruct the free passage of floodwaters flowing in, to, or from a river or lake.

NS09615

#### Additional conditions

The works must be at least 200 m from any boundary of the property.

DK1207-00001

The approval holder must not allow any tailwater/ drainage to discharge into or onto:

- any adjoining public or crown road;
- any other persons land;
- any crown land;
- any river, creek or watercourse;
- any native vegetation as described under the Native Vegetation Conservation Act 1997 or Native Vegetation Act 2003;
- any wetlands of environmental significance.

**Disclaimer:** WaterNSW is making the information available on the understanding that it does not warrant that the information is suitable for any intended use. In using the information supplied, the user acknowledges that they are responsible for any deductions or conclusions arrived at from interpretation of the data.

**Privacy:** The information provided is limited to meet the requirements of section 57 of the *Privacy and Personal Information Act 1998*.

**Exporting and printing:** Search results show a maximum of 50 rows per page. Search results can only be printed page by page.

**More information:** Should you require further information or technical assistance, please submit your request to [water.enquiries@water.nsw.com.au](mailto:water.enquiries@water.nsw.com.au) or contact 1300 662 077

**From:** Glen Haines  
**Sent:** Thursday, 8 October 2020 5:35 PM  
**To:** Helen Murphy  
**Subject:** Fwd: Road closure

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**From:** Paul Parker <paul.parker@crowland.nsw.gov.au>  
**Sent:** Thursday, October 8, 2020 4:31:18 PM  
**To:** Glen Haines <glenhaines61@hotmail.com>  
**Subject:** Road closure

Hi Glen

Missed your call again, sorry about that. Our network has been playing up. Our phones are run through the network now we work from home, and when it's down or slow the phones are useless.

So you are selling the property that has the road closure in it? What was the settlement date? At this stage I'm waiting on the plan to be registered. I'm hoping that it might be registered sometime this week. Then it's organising the Transfer document. Are you using a solicitor/conveyancer for the property sale? If you are, I would see if they can complete the Stamp Duty in office, because if they can, that will save a lot of time, otherwise the Transfer needs to go to Revenue NSW with a cheque and certified ID.

For your reference, the road will become Lot 1 DP1267995. Until the Transfer is completed and registered, the land will be in the name of The State of New South Wales.

I'm keeping an eye on the plan registration, so as soon as I have it, I'll forward the forms to you. I could even email it directly to your solicitor if that helps.

Regards

*Paul*

**Paul Parker** | Business Services Officer - Roads Newcastle  
Department of Planning, Industry and Environment | Newcastle Business Centre  
Postal: PO Box 2215, DANGAR NSW 2309  
T: (02) 49254113 | F: (02) 49253517 | E: [paul.parker@crowland.nsw.gov.au](mailto:paul.parker@crowland.nsw.gov.au)  
W: [www.dpie.nsw.gov.au](http://www.dpie.nsw.gov.au) | [www.industry.nsw.gov.au/lands](http://www.industry.nsw.gov.au/lands)



**Our Vision:** Together, we create thriving environments, communities and economies.

*The Department of Planning, Industry and Environment acknowledges that it stands on Aboriginal land. We acknowledge the traditional custodians of the land and we show our respect for elders past, present and emerging through thoughtful and collaborative approaches to our work, seeking to demonstrate our ongoing commitment to providing places in which Aboriginal people are included socially, culturally and economically.*

Issue Date 27th August 2020  
Search ID 3016190  
  
Issued To Infotrack Pty Ltd - Sydney

Departmental records indicate there are no current Crown land tenures matching the search criteria below.

## Search Details

Type	Search Parameters
Lot DP Reference(s)	302,303, //D756325; 41 //D843514





File Reference: 13/02386  
Account No: 452550

PO Box 2215, DANGAR NSW 2309  
Phone: 1300 886 235  
Fax: (02) 4925 3517  
[cl.searches@crowmland.nsw.gov.au](mailto:cl.searches@crowmland.nsw.gov.au)  
[www.dpie.nsw.gov.au/lands](http://www.dpie.nsw.gov.au/lands)

27 August 2020

Infotrack Pty Ltd  
GPO Box 4029  
SYDNEY NSW 2001

Dear Sir/Madam

**Reference is made to your recent Crown Lands Search request – on behalf of Glen Keith Haines – Lot 302 DP 756325 & others – Ref: 20858**

I refer to your recent search request. This request has now been investigated and there are no Crown land tenures attached to the search area. A search report is attached for your records.

Please note, an application has been lodged (account 396045) to purchase the Crown roads associated with Lot 303 DP 756325 & others. For further information, please contact our Roads Team on 1300 886 235.

Should you have any further questions regarding this matter please do not hesitate to contact our office.

Yours faithfully

A handwritten signature in black ink, appearing to read 'Craig Ferguson'.

Craig Ferguson

Department of Planning, Industry & Environment - Crown Lands Business Centre

**SECTION 10.7(2) PLANNING CERTIFICATE**  
 Issued under the *Environmental Planning and Assessment Act 1979*

**APPLICANT:** InfoTrack  
 GPO Box 4029  
 Sydney NSW 2001

**CERTIFICATE NO:** 104 – 2021c  
**DATE:** 21 August 2020

**APPLICANT'S REFERENCE:** 20858

**COUNCIL'S REFERENCE:** 11238904

**DESCRIPTION OF LAND:**

**Lot:** 302 - 303  
**DP:** 756325  
**Lot:** 41  
**DP:** 843514  
**Address:** Gathen Road  
 Deniliquin NSW 2710

**OWNER:** Glen Keith Haines

The following information is provided in respect of the abovementioned land pursuant to Section 10.7(2) of the [Environmental Planning and Assessment Act 1979](#), (the Act), as amended:

**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>Wakool Local Environmental Plan 2013</b>          The <a href="#">Wakool Local Environmental Plan 2013</a> is the principal statutory planning document prepared by Council to guide planning decisions for the Greater Wakool Ward of the Murray River Local Government Area. An electronic version is available at: <a href="http://www.legislation.nsw.gov.au">www.legislation.nsw.gov.au</a>.</p> <p><b>State Environmental Planning Policies</b> – Refer to Appendix 'B'</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 Planning Secretary has notified the Council that the making of the proposed instrument has been deferred indefinitely or has not been approved).</p>	<p><b>Proposed Wakool LEP 2013 Planning Proposal</b>          PP_2020_MRIVE_001_00  <b>Draft SEPP (Environment) Housekeeping Amendment to SEPP (Exempt and Complying Development Codes) 2008</b>  <b>Proposed Amendments to SEPP No. 55 - Remediation of Land</b></p>

(3) each development control plan that applies to the carrying out of development on the land.	<p><b>Wakool Development Control Plan 2013: Amendment 2</b></p> <p>The <i>Wakool Development Control Plan 2013</i> contains detailed planning controls that set out the guidelines and considerations against which development proposals can be consistently measured and assessed for determination purposes for the Greater Wakool Ward of the Murray River Local Government Area.</p>
<p><b>Note:</b> In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.</p>	

## 2. Zoning and land use under relevant LEPs

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

(a) the identity of the zone, 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)"),	RU1 Primary Production
(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 Appendix 'A'
(c) the purposes for which the instrument provides that development may not be carried out within the zone except with development consent,	<p>All development (construction and/or use) in this zone requires approval (development consent or complying development certificate) unless it is prohibited or, if listed as Exempt Development in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 or where relevant in Clause 3.1 of Wakool LEP 2013.</p> <p>The demolition of all dwelling houses and most buildings or structures on the land requires development consent unless it is Exempt Development.</p>
(d) the purposes for which the instrument provides that development is prohibited within the zone,	Refer to Appendix '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 Appendix 'A'.
(f) whether the land includes or comprises critical habitat	Not known to.
(g) whether the land is in a conservation area (however described),	No
(h) whether an item of environmental heritage (however described) is situated on the land.	No

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

<p>To the extent that the land is within any zone (however described) under:</p> <p>(a) Part 3 of the State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (the 2006 SEPP), or</p> <p>(b) a Precinct Plan (within the meaning of the 2006 SEPP), or</p> <p>(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).</p>	Not applicable.
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### 3. Complying development

<p>Whether or not the land on which no complying development may be carried out under the <u>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</u> and, if no complying development may be carried out on that land under that Policy, the reason why complying development may not be carried out on that land.</p>	<p><b>Part 3 Housing Code</b> Not applicable.</p> <p><b>Part 3A Rural Housing Code</b> Complying Development under the Codes SEPP <b>may not be</b> carried out on this land or a part of this land as the land is affected by the following restriction/s;</p> <ul style="list-style-type: none"><li>land identified by an environmental planning instrument as being:<ul style="list-style-type: none"><li>within an ecologically sensitive area, or</li><li>environmentally sensitive land.</li></ul></li></ul> <p>Please note 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.</p> <p><b>Part 3B Low Rise Medium Density Housing Code</b> Not applicable.</p> <p><b>Part 3C Greenfield Housing Code</b> Not applicable.</p> <p><b>Part 3D Inland Code</b> Complying Development under the Codes SEPP <b>may not be</b> carried out on this land or a part of this land as the land is affected by the following restriction/s;</p> <ul style="list-style-type: none"><li>land identified by an environmental planning instrument as being:<ul style="list-style-type: none"><li>within an ecologically sensitive area, or</li><li>environmentally sensitive land.</li></ul></li></ul> <p>Please note 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.</p> <p><b>Part 4 Housing Alterations Code</b> Complying Development under the Codes SEPP <b>may be</b> carried out on all of land.</p> <p>Please note 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.</p> <p><b>Part 4A General Development Code</b> Complying Development under the Codes SEPP <b>may be</b> carried out on all of land.</p> <p>Please note 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.</p> <p><b>Part 5 Commercial and Industrial Alterations Code</b> Complying Development under the Codes SEPP <b>may be</b> carried out on all of land.</p> <p>Please note 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.</p> <p><b>Part 5A Commercial and Industrial (New Buildings and Additions) Code</b> Not applicable.</p> <p><b>Part 5B Container Recycling Facilities Code</b> Complying Development under the Codes SEPP <b>may be</b> carried out on all of land.</p> <p>Please note 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.</p> <p><b>Part 6 Subdivisions Code</b> Complying Development under the Codes SEPP <b>may be</b> carried out on all of land.</p> <p>Please note 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.</p>
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	<p><b>Part 7 Demolition Code</b> Complying Development under the Codes SEPP <b>may be</b> carried out on all of land.</p> <p>Please note 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.</p> <p><b>Part 8 Fire Safety Code</b> Complying Development under the Codes SEPP <b>may be</b> carried out on all of land.</p> <p>Please note 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.</p>
<p><b>Disclaimer</b> - This certificate only addresses matters raised in Clauses 1.17A (1)(c-e),(2),(3),(4), 1.18(1)(c3) &amp; 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.</p>	

#### 4, 4A (Repealed)

#### 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 <i>Local Government Act 1993</i> for coastal protection services that relate to existing coastal protection works (within the meaning of Section 553B of that Act).</p> <p><b>Note.</b> “Existing coastal protection works” are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the <i>Local Government Act 1993</i>.</p>	<p>Not applicable</p>
--	-----------------------

#### 5. Mine subsidence

<p>Whether or not the land is proclaimed to be a mine subsidence district within the meaning of the <a href="#">Coal Mine Subsidence Compensation Act 2017</a>.</p>	<p>This land is not proclaimed to be a mine subsidence district within the meaning of the <a href="#">Coal Mine Subsidence Compensation Act 2017</a>.</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 <a href="#">Roads Act 1993</a>, or (b) any environmental planning instrument, or (c) any resolution of the Council.</p>	<p>Not known to be affected.</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 (b) adopted by any other public authority and notified to the Council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the Council, that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).</p>	
<p>No</p>	

#### 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. (2) Whether or not development on that land or part of the land for any other purposes is subject to flood related development controls. (3) Words and expressions in this clause have the same meanings as in the <i>Standard Instrument</i>.</p>	
<p>Please refer to Clause 6.2 of Wakool LEP 2013.</p> <p>Wakool LEP 2013 does not contain flood liable land mapping. It is recommended that you obtain your own professional advice in relation to flood liability. It is noted the Greater Wakool Ward of Murray River Council has prepared flood study reports for Barham, Murray Downs &amp; Tooleybuc.</p>	

## 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.	Not known to be reserved.
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## 9. Contributions plans

<b>Section 7.11 (formally Section 94) Contributions Plan (open space/drainage/road works)</b>
<b>Section 64 Development Servicing Plan</b> This plan details charges to be levied on development in relation to: <ul style="list-style-type: none"><li>• Water</li><li>• Sewerage</li></ul>
<b>Section 64 and Section 7.11 Plans</b> These plans contain the financial contributions required of certain development to financially assist Council in meeting the cost of providing facilities and services. Land subdivision, dual occupancy, medium density housing, commercial development and industrial development which are likely to cause an increased use of community facilities or municipal services may attract development contributions.

## 9A. Biodiversity certified land

If the land is biodiversity certified land under Part 8 of the <a href="#">Biodiversity Conservation Act 2016</a> , a statement to that effect.  <b>Note.</b> Biodiversity certified land includes land certified under Part 7AA of the <a href="#">Threatened Species Conservation Act 1995</a> that is taken to be certified under Part 8 of the <a href="#">Biodiversity Conservation Act 2016</a> .	None that Council is aware of.
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## 10. Biodiversity stewardship sites

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the <a href="#">Biodiversity Conservation Act 2016</a> , 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). <b>Note.</b> Biodiversity stewardship agreements include biobanking agreements under Part 7A of the <a href="#">Threatened Species Conservation Act 1995</a> that are taken to be biodiversity stewardship agreements under Part 5 of the <a href="#">Biodiversity Conservation Act 2016</a> .	None that Council is aware of.
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## 10A. Native vegetation clearing set asides

If the land contains a set aside area under Section 60ZC of the <a href="#">Local Land Services Act 2013</a> , 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 that Council is aware of.
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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 is bush fire prone land. If none of the land is bush fire prone land, a statement to that effect.	None apply.
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## 12. Property vegetation plans

If the land is land to which a property vegetation plan approved under Part 4 of the <a href="#">Native Vegetation Act 2003</a> (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.
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## 13. Orders under Trees (Disputes Between Neighbours) Act 2006

Whether an order has been made under the <a href="#">Trees (Disputes Between Neighbours) Act 2006</a> 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	None apply.
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Act does not have effect, a statement to that effect identifying the provision that does not have effect.	
<b>15. Site compatibility certificates and conditions for seniors housing</b>	
<p>If the land is land to which State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 applies:</p> <p>(a) a statement of whether there is a current site compatibility certificate (seniors housing), 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:</p> <p>(i) the period for which the certificate is current, and</p> <p>(ii) that a copy may be obtained from the head office of the Department, and</p> <p>(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.</p>	None apply.
<b>16. Site compatibility certificates for infrastructure, schools or TAFE establishments</b>	
<p>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:</p> <p>(a) the period for which the certificate is valid, and</p> <p>(b) that a copy may be obtained from the head office of the Department.</p>	None apply.
<b>17. Site compatibility certificates and conditions for affordable rental housing</b>	
<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 on 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 from the head office of the Department.</p> <p>(2) A statement setting out any terms of a kind referred to in clause 17(1) or 38(1) of <i>State Environmental Planning Policy (Affordable Rental Housing) 2009</i> that have been imposed as a condition of consent to a development application in respect of the land.</p>	None apply.
<b>18. Paper subdivision information</b>	
<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>	None apply.
<b>19. Site verification certificates</b>	
<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>Note.</b> A site verification certificate sets out the Secretary's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land—see Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.</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.
<b>20. Loose-fill asbestos insulation</b>	
<p>If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act 1989) that are listed on the register that is required to be maintained under that Division, a statement to that effect.</p>	None apply.

**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>None that Council is aware of.</p>
<p>(2) A statement of:                  (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                  (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>None that Council is aware of.</p>
<p>(3) In this clause:  <b>affected building notice</b> has the same meaning as in Part 4 of the <i>Building Products (Safety) Act 2017</i>.  <b>building product rectification order</b> has the same meaning as in the <i>Building Products (Safety) Act 2017</i>.</p>	

**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>	<p>None apply.</p>
<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>	<p>None apply.</p>
<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>	<p>None apply.</p>
<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>	<p>None apply.</p>
<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>	<p>None apply.</p>

**Murray River Council Contaminated Land Management Policy note**  
 Council has adopted by resolution a policy on contaminated land which may restrict the development of the land. This policy is implemented when zoning or land use changes are proposed on lands which have previously been used for certain purposes. Council records do not have sufficient information about previous use of this land to determine whether the land is contaminated. Consideration of Council's adopted policy and the application or provisions under relevant state legislation is warranted.



## GENERAL COMMENTS

- See Appendix A for the objectives of the zones affecting the subject land.
- Planning Instruments and the *Wakool Development Control Plan 2013: Amendment 2* impose various restrictions on the use of the land which are not attributable to the zoning or reservation of the land.
- The *Wakool Development Control Plan 2013: Amendment 2* complements the provisions of the *Wakool Local Environmental Plan 2013* and contains the detailed planning provisions relating to development standards and guidelines which will be considered by Council when assessing a development application.
- The above information has been taken from the Council's records but Council cannot accept responsibility for any omission or inaccuracy.
- The provisions of any covenant, agreement or instrument applying to this land purporting to restrict or prohibit certain development may be inconsistent with the provisions of a *Regional Environmental Plan*, *State Environmental Planning Policy*, the *Wakool Local Environmental Plan 2013* or the *Wakool Development Control Plan 2013: Amendment 2*. In these circumstances any such covenant, agreement or instrument may be overwritten under Clause 1.9A of the *Wakool Local Environmental Plan 2013*.

Any request for further information in connection with the above information should be marked to the attention of Council's Planning Department, or call 1300 087 004.



David Wilkinson  
Director Planning & Environment

# WAKOOL LOCAL ENVIRONMENTAL PLAN 2013

## Appendix A

### ZONE RU1 Primary Production

#### GENERAL REQUIREMENTS

#### DEVELOPMENT AND SUBDIVISION

##### LAND USE TABLE: RU1 PRIMARY PRODUCTION ZONE

##### 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.
- To promote the use of agricultural land for efficient and effective agricultural production without encroachment of urban land uses.
- To allow the development of processing, service and value-adding industries related to agriculture and primary industry production.
- To allow the development of complementary non-agricultural land uses that are compatible with the character of the zone.

##### 2 Permitted without consent

Environmental protection works; Extensive agriculture; Forestry; Home occupations; Intensive plant agriculture; Roads

##### 3 Permitted with consent

Air transport facilities; Airstrips; Animal boarding or training establishments; Aquaculture; Bed and breakfast accommodation; Boat launching ramps; Boat sheds; Building identification signs; Business identification signs; Cellar door premises; Charter and tourism boating facilities; Community facilities; Dwelling houses; Eco-tourist facilities; Environmental facilities; Extractive industries; Farm buildings; Farm stay accommodation; Helipads; Home-based child care; Home occupations (sex services); Information and education facilities; Intensive livestock agriculture; Jetties; Open cut mining; Recreation areas; Research stations; Roadside stalls; Rural industries; Rural workers' dwellings; Secondary dwellings; Sewerage systems; Water recreation structures; Water supply systems

##### 4 Prohibited

Any development not specified in item 2 or 3

## RELEVANT SPECIAL PROVISIONS

### 4.1 Minimum subdivision lot size

- (1) The objectives of this clause are as follows:
  - (a) to ensure that new subdivisions reflect existing lot sizes and patterns in the surrounding locality,
  - (b) to ensure that lot sizes have a practical and efficient layout to meet their intended use,
  - (c) to ensure that lot sizes do not undermine the land's capability to support rural development,
  - (d) to prevent the fragmentation of rural lands,
  - (e) to provide for a range of lot sizes that reflect the services available to the area,
  - (f) to encourage subdivision designs that promote a high level of pedestrian and cyclist connectivity and accommodate public transport vehicles.
- (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 any land:
  - (a) by the registration of a strata plan or strata plan of subdivision under the [Strata Schemes Development Act 2015](#), or
  - (b) by any kind of subdivision under the [Community Land Development Act 1989](#).

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

- (1) The objectives of this clause are as follows:
  - (a) to ensure that the land to which this clause applies is not fragmented into lots that would create additional dwelling opportunities.
- (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 RU3 Forestry,
  - (c) Zone RU5 Village,
  - (d) Zone E2 Environmental Conservation,but does not apply to a subdivision by the registration of a strata plan.
- (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) This clause applies despite clause 4.1.

### 4.1A Minimum subdivision lot size for strata plan schemes in certain rural and environmental 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 proposed to be used, for eco-tourist facilities, residential accommodation or tourist and visitor accommodation:
  - (a) Zone RU1 Primary Production,
  - (b) Zone E2 Environmental Conservation.
- (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.

## 4.2 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,
  - (baa) Zone RU3 Forestry,
  - (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 Erection of dwelling houses on land in certain rural and environmental 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 and environmental protection zones.
- (2) This clause applies to land in the following zones:
  - (a) Zone RU1 Primary Production,
  - (b) Zone E2 Environmental Conservation.
- (3) Development consent must not be granted for the erection of a dwelling house on land in a zone to which this clause applies, and on which no dwelling house has been erected, 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 before this Plan commenced and on which the erection of a dwelling house was permissible immediately before that commencement, or
  - (c) 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
  - (d) is an existing holding.
  - (e) would have been a lot or a holding referred to in paragraph (a), (b), (c) or (d) 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) (d) if an application for development consent referred to in that subclause is not made in relation to that land before 31 December 2014.
- (7) In this clause:  
**existing holding** means land that:  
(a) was a holding on 18 November 1977, 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 18 November 1977, and includes any other land adjoining that land acquired by the owner since 18 November 1977.  
**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.

#### 4.2B Subdivision for the purposes of intensive plant agriculture

- (1) The objectives of this clause are as follows:  
(a) to provide flexibility in the application of standards for subdivision for the purpose of intensive plant agriculture in certain rural zones,  
(b) to encourage sustainable intensive plant agriculture,  
(c) to minimise unplanned rural residential development.
- (2) Land in Zone RU1 Primary Production 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.
- (3) 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 will have an area of at least 120 hectares, and  
(b) the lot is, or is to 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 use of the land for the purpose of intensive plant agriculture, and  
(c) the lot is suitable for, and is to be used for, intensive plant agriculture, and  
(d) the dwelling house is required to support the carrying out of such a purpose.
- (4) Development consent may be granted for the erection of a dwelling house on a lot created by a subdivision under this clause, or on an existing lot of any size that only contains land in Zone RU1 Primary Production, if the consent authority is satisfied that:  
(a) the lot complies with subclause (3) (a) and (b), and  
(b) the lot is suitable for, and is being used for, the purpose of intensive plant agriculture, and  
(c) the dwelling house is required to support the carrying out of that purpose.

**Note.** *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.

#### 6.2 Flood planning

- (1) The objectives of this clause are as follows:  
(a) to minimise the flood risk to life and property associated with the use of land,  
(b) to allow development on land that is compatible with the land's flood hazard, taking into account projected changes as a result of climate change,  
(c) to avoid significant adverse impacts on flood behaviour and the environment.
- (2) This clause applies to flood liable land.
- (3) Development consent must not be granted to development on land to which this clause applies unless the consent authority is satisfied that the development:  
(a) is compatible with the flood hazard of the land, and  
(b) will not significantly adversely affect flood behaviour resulting in detrimental increases in the potential flood affectation of other development or properties, and

- (c) incorporates appropriate measures to manage risk to life from flood, and
  - (d) will not significantly adversely affect the environment or cause avoidable erosion, siltation, destruction of riparian vegetation or a reduction in the stability of river banks or watercourses, and
  - (e) is not likely to result in unsustainable social and economic costs to the community as a consequence of flooding.
- (4) A word or expression used in this clause has the same meaning as it has in the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in April 2005, unless it is otherwise defined in this clause.

## Appendix B

### State Environmental Planning Policies

- [State Environmental Planning Policy No 21—Caravan Parks](#)
- [State Environmental Planning Policy No 33—Hazardous and Offensive Development](#)
- [State Environmental Planning Policy No 36—Manufactured Home Estates](#)
- [State Environmental Planning Policy No 50—Canal Estate Development](#)
- [State Environmental Planning Policy No 55—Remediation of Land](#)
- [State Environmental Planning Policy No 64—Advertising and Signage](#)
- [State Environmental Planning Policy No 65—Design Quality of Residential Apartment Development](#)
- [State Environmental Planning Policy No 70—Affordable Housing \(Revised Schemes\)](#)
- [State Environmental Planning Policy \(Affordable Rental Housing\) 2009](#)
- [State Environmental Planning Policy \(Building Sustainability Index: BASIX\) 2004](#)
- [State Environmental Planning Policy \(Concurrences and Consents\) 2018](#)
- [State Environmental Planning Policy \(Educational Establishments and Child Care Facilities\) 2017](#)
- [State Environmental Planning Policy \(Exempt and Complying Development Codes\) 2008](#)
- [State Environmental Planning Policy \(Housing for Seniors or People with a Disability\) 2004](#)
- [State Environmental Planning Policy \(Infrastructure\) 2007](#)
- [State Environmental Planning Policy \(Koala Habitat Protection\) 2019](#)
- [State Environmental Planning Policy \(Mining, Petroleum Production and Extractive Industries\) 2007](#)
- [State Environmental Planning Policy \(Primary Production and Rural Development\) 2019](#)
- [State Environmental Planning Policy \(State and Regional Development\) 2011](#)
- [State Environmental Planning Policy \(State Significant Precincts\) 2005](#)
- [State Environmental Planning Policy \(Vegetation in Non-Rural Areas\) 2017](#)
- [Deemed State Environmental Planning Policy – Murray Regional Environmental Plan No 2—Riverine Land](#)

**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 by the 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.

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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



**20 Miscellaneous**

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 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.