

# 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>Ray Donovan Stock and Station Agents</b> <b>50 Armidale Street, South Grafton, NSW</b> <b>2460</b>	<b>Phone: 02 6643 4411</b> <b>Fax: 02 6643 4422</b>
co-agent		
vendor	<b>Allan John Davey and Cheryl Margaret Yager</b> <b>9 Gowrie Road, Wauchope, NSW 2446 and 10 Lilypool Road, South Grafton, NSW</b> <b>2460</b>	
vendor's solicitor	<b>Gallagher Solicitors &amp; Conveyancers</b> <b>67 Victoria Street, Grafton NSW 2460</b> <b>PO Box 17, Grafton NSW 2460</b>	<b>Phone: 02 6642 6944</b> <b>Email: tcw@gallaghersolicitors.com.au</b> <b>Fax: 02 6642 6544</b> <b>Ref: MFG:TCW:201357</b>
date for completion	<b>42nd day after the contract date</b>	(clause 15)
land (address, plan details and title reference)	<b>"Wongabri" 225 Wongabri Road, Jackadgery, New South Wales 2460</b> <b>Registered Plan: Lot 100 in DP 1018881, Lot 197 in DP 753524, WAL38755, Lots 12, 13, 14, 23, 40, 44 &amp; 187 in DP DP753524</b> <b>Folio Identifier 100/1018881, 197/753524, WAL38755 &amp; 14471-185</b>	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" 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: sheds;	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input checked="" type="checkbox"/> other documents: statement of conditions 30AL316625, statement of approval 30CA316626	

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

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

buyer's agent

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

**GST AMOUNT** (optional)

The price includes  
 GST of: \$

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

\_\_\_\_\_  
**purchaser**     JOINT TENANTS     tenants in common     in unequal shares

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

**Choices**Vendor agrees to accept a **deposit-bond** (clause 3) NO  yes**Nominated Electronic Lodgment Network (ELN)** (clause 30):

PEXA \_\_\_\_\_

**Electronic transaction** (clause 30) no  YES(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or serve *within* 14 days of the contract date):**Tax information (the parties promise this is correct as far as each party is aware)**

Land tax is adjustable

 NO  yes

GST: Taxable supply

 NO  yes in full  yes to an extent

Margin scheme will be used in making the taxable supply

 NO  yes

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

 not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b)) by a vendor who is neither registered nor required to be registered for GST (section 9-5(d)) GST-free because the sale is the supply of a going concern under section 38-325 GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)Purchaser must make a *GSTRW* payment  
(GST residential withholding payment) NO  yes (if yes, vendor must provide further details)If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within* 14 days of the contract date.**~~GSTRW payment (GST residential withholding payment) – further details~~**~~Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the supplier is a partnership, a trust, part of a GST group or a participant in a GST joint venture.~~~~Supplier's name:~~~~Supplier's ABN:~~~~Supplier's GST branch address (if applicable): \_\_\_\_\_~~~~Supplier's business address:~~~~Supplier's email address:~~~~Supplier's phone number:~~~~Supplier's proportion of *GSTRW* payment:~~~~\_\_\_\_\_ If more than one supplier, provide the above details for each supplier.~~~~Amount purchaser must pay — price multiplied by the *GSTRW* rate (residential withholding rate):~~~~Amount must be paid:  AT COMPLETION  at another time (specify): \_\_\_\_\_~~~~Is any of the consideration not expressed as an amount in money?  NO  yes~~~~\_\_\_\_\_ If "yes", the GST inclusive market value of the non-monetary consideration: \$ \_\_\_\_\_~~~~Other details (including those required by regulation or the ATO forms):~~

## 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 checked="" type="checkbox"/> 21 form of requisitions <input type="checkbox"/> 22 <i>clearance certificate</i> <input checked="" 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 <b>Other</b> <input type="checkbox"/> 59
<b>Home Building Act 1989</b> <input type="checkbox"/> 24 insurance certificate <input type="checkbox"/> 25 brochure or warning <input type="checkbox"/> 26 evidence of alternative indemnity cover <b>Swimming Pools Act 1992</b> <input type="checkbox"/> 27 certificate of compliance <input type="checkbox"/> 28 evidence of registration <input type="checkbox"/> 29 relevant occupation certificate <input type="checkbox"/> 30 certificate of non-compliance <input type="checkbox"/> 31 detailed reasons of non-compliance	

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

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

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

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

### **DISPUTES**

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

### **AUCTIONS**

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

## WARNINGS

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served 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.

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

### 3 Deposit-bond

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

### 4 Transfer

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

### 5 Requisitions

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

### 6 Error or misdescription

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



## 7 Claims by purchaser

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

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

## 8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.
- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *servicing* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

## 9 Purchaser's default

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

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

## 10 Restrictions on rights of purchaser

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

- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
  - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
  - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

## 14 Adjustments

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

## 15 Date for completion

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

## 16 Completion

### • Vendor

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

- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *servicing* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

**20 Miscellaneous**

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
- 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
- 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

**21 Time limits in these provisions**

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

**22 Foreign Acquisitions and Takeovers Act 1975**

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

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

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

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

**24 Tenancies**

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.
- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

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

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

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



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

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

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

### 31 Foreign Resident Capital Gains Withholding

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

### 32 Residential off the plan contract

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

## **SPECIAL CONDITIONS**

### **1. Representations and warranties**

- 1.1. No warranties, conditions or stipulations as to the quality, state of fitness or condition of the property is given by the Vendors; all conditions and terms affecting this sale are deemed to be incorporated herein and the Purchaser will make no requisition objection or claim for compensation with respect to any such matters.
- 1.2. The Purchaser buys the property in reliance solely on his own independent enquiries and inspections and does not rely upon any statement or warranty (except as may be contained in this Contract) given by the Vendors or any person on their behalf and takes the property with defects, if any, both latent and patent.
- 1.3. The Purchaser shall not make any requisition, objection or claim for compensation if it should be found that:
  - 1.3.1. There are any roads traversing the property or any gates are erected across a road or roads traversing the property and the Vendors do not hold any permits or authorises to enclose roads within the property;
  - 1.3.2. Any of the fences are not on the correct boundary lines and are the subject of any arrangements, agreements or order of any Land Board or Court or other competent authority relating to give and take fences or that any boundary is unfenced;
  - 1.3.3. Any of the boundary fences are give and take fences under agreements with adjoining owners whether documented or otherwise;
  - 1.3.4. Any dam has been constructed on any creek or water-course passing through the property without authority or that there is any other contravention of the Water Act or Regulations. The Vendors warrant that they have not received notice of any contravention;
  - 1.3.5. There is any defect in or repairs necessary to any building, fences or other improvements on the property.
- 1.4. Vendors do not guarantee or warrant the livestock or carrying capacity or the agricultural quality or capacity of the property or any part or parts.
- 1.5. The Vendors do not guarantee the correctness of the area of the property, such area having been taken from the records of the Registrar General. No objection, requisition or claim for compensation shall be made or allowed to either party in respect of any variation as may be disclosed by survey or otherwise.

**2. Notice to Complete**

2.1. This Agreement shall be completed at the time specified if any on the first page of this Agreement. In the event of either party failing to complete this Agreement within the time specified on the first page hereof then the party not in default shall be entitled at any time thereafter to serve upon the party in default a Notice to Complete requiring the party in default to complete fourteen (14) days from the date of service of such notice provided always that the party giving such notice shall be entitled to withdraw it at any time and subsequently issue a further notice. For the purposes of this Agreement the parties agree that such notice shall be both at law and in equity reasonable and sufficient to make time of the essence of this Agreement.

**3. Interest**

3.1. If the Purchaser does not complete this contract by the completion date the Purchaser must pay to the Vendor on completion or termination (whichever occurs) in addition to the balance of the price interest on that balance from and including the day stipulated for completion to but excluding the day of actual completion or termination calculated on daily balances at the rate of eight percent (8%) per annum.

3.2. It is an essential term of this Contract that interest under this Clause be paid on completion.

3.3. The Purchaser need not pay interest under this Clause if the failure to complete on the day stipulated for completion in this Clause is caused solely by the Vendor.

**4. Death, mental illness or bankruptcy**

4.1. Should any of the parties to this Contract prior to completion, die or become mentally ill, be declared Bankrupt or enter into any arrangement for the benefit of their creditors or alternatively, if being a Company, should an order be made or resolution effectively passed for its winding up or for the benefit of, or entered into an arrangement or composition with its creditors, or is unable to pay its debts within the meaning of the Corporation Law prior to completion, then either party may by notice in writing terminate this Contract, in which event the provisions of Clause 19 hereof shall apply.

**5. Limited title**

5.1. If the title to the land sold is limited only and not qualified, the Vendor does not have to provide an abstract or abstract the Vendor's title and clause 25.7 does not apply.

**6. Real estate agent**

6.1. The purchasers warrant that they were not introduced to the property by any Agent other than the Agent disclosed herein and indemnify and agree to keep indemnified the Vendor against any loss or claim for commission which may be made by an Agent as result of a breach of this warranty by the Purchasers, together with any costs or expenses on an indemnity basis which may be incurred by the Vendor in dealing with such a claim. The benefit of this clause shall not merge on completion.

**7. Septic system**

7.1. If there is a septic system in use on the property then the Purchaser accepts it in its present state of repair and condition. The Purchaser shall be taken to have been given full notice of the existence of the septic system and may not make any claim objection or requisition, delay completion or rescind or terminate this Contract because of the state of repair, condition or presence or absence of Council approval to operate the said septic system.

**8. Mining, petroleum exploration or the like**

8.1. The Vendors are not aware of any leases, licences, permits, authorities to enter or the like issued under any Act or Regulation relating to mining, petroleum exploration or the like. However, the property is sold subject to any such leases, permits, licences, authorities to enter or the like and/or any application for any such leases, licences, permits, authorities to enter or the like affecting the property.

**9. Road Permits and/or Permissive Occupancies**

9.1. Included in the Purchase Price and given in with the sale are all Road Permits and/or Permissive Occupancies attached to the subject property. The Purchaser shall pay on completion any fee payable to the Lands Department for the purposes of recording the transfer of any such Road Permit and/or Permissive Occupancy.

**10. Transmission line**

10.1. The Purchaser shall make no objection nor make any requisition with respect to any transmission line whether above or below ground level traversing the subject land or to any easements created with respect thereto or the want of any easement and the property is purchased subject to all existing lines.

**11. Noxious weeds or noxious animals**

11.1. The Purchaser has satisfied himself as to the presence of any noxious weeds or noxious animals on the property and will make no objection, requisition or claim for compensation in respect of any such presence or any requirement of any competent authority regarding eradication or control of same.

**12. Conditions of sale by Auction**

12.1.

- 12.1.1. The principal's reserve price must be given in writing to the auctioneer before the auction commences.
- 12.1.2. A bid for the seller 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 Seller.
- 12.1.3. The highest bidder is the Purchaser, subject to any reserve price.
- 12.1.4. In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
- 12.1.5. The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the Seller.
- 12.1.6. 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.
- 12.1.7. A bid cannot be made or accepted after the fall of the hammer.
- 12.1.8. As soon as practicable after the fall of the hammer the Purchaser is to sign the agreement (if any) for sale.

12.2. The following conditions, in addition to those in Special Condition 1.1, apply to and in respect of the sale by auction of residential property or rural land.

- 12.2.1. All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
- 12.2.2. One bid only may be made by or on behalf of the Seller. This includes a bid made by the auctioneer on behalf of the Seller.
- 12.2.3. When making a bid on behalf of the Seller or accepting a bid made by or on behalf of the Seller, the auctioneer must clearly state that the bid was made by or on behalf of the Seller or auctioneer.

**13. Pasture and Timber**

13.1. The Vendors agree with the Purchaser that between the date of this contract and the date of completion the Vendors will not without the consent of the Purchaser:

13.1.1. depasture or allow to be depastured on the property any more stock than presently depastured on the property together with progeny and any natural increases;

13.1.2. remove or permit to be removed timber whether green or dead, standing or fallen or cut down any trees on the property other than required for the domestic use of the Vendors.

**14. Awning, fireplace and shed**

14.1. The vendors disclose that the awning, fireplace and shed were built on the property by suitably qualified tradesmen without Council approval or inspections.

14.2. The Purchaser will make no requisition objection or claim for compensation with respect to any such matters.



FOLIO: 100/1018881

SEARCH DATE	TIME	EDITION NO	DATE
16/9/2020	9:16 AM	3	15/9/2020

LAND

LOT 100 IN DEPOSITED PLAN 1018881  
AT JACKADGERY  
LOCAL GOVERNMENT AREA CLARENCE VALLEY  
PARISH OF KALOE COUNTY OF GRESHAM  
TITLE DIAGRAM DP1018881

FIRST SCHEDULE

CHERYL MARGARET YAGER  
ALLAN JOHN DAVEY  
AS JOINT TENANTS (AE AQ392701)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 PROVISIONS OF S. 235A CROWN LANDS CONSOLIDATION ACT 1913 AS TO BOUNDARIES TO RIVERS AND LAKES
- 3 DP1018881 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED 1 IN THE S.88B INSTRUMENT
- 4 DP1018881 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED 2 IN THE S.88B INSTRUMENT

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

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Received: 16/09/2020 09:17:09



# Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 197/753524

SEARCH DATE	TIME	EDITION NO	DATE
16/9/2020	9:16 AM	3	15/9/2020

LAND

LOT 197 IN DEPOSITED PLAN 753524  
LOCAL GOVERNMENT AREA CLARENCE VALLEY  
PARISH OF KALOE COUNTY OF GRESHAM  
(FORMERLY KNOWN AS PORTION 197)  
TITLE DIAGRAM CROWN PLAN 749.1782

FIRST SCHEDULE

CHERYL MARGARET YAGER  
ALLAN JOHN DAVEY  
AS JOINT TENANTS (AE AQ392701)

SECOND SCHEDULE (1 NOTIFICATION)

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

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

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Received: 16/09/2020 09:17:10

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH  
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FOLIO: AUTO CONSOL 14471-185  
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SEARCH DATE	TIME	EDITION NO	DATE
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16/9/2020	9:16 AM	4	15/9/2020

LAND  
-----

LAND DESCRIBED IN SCHEDULE OF PARCELS  
LOCAL GOVERNMENT AREA CLARENCE VALLEY  
PARISH OF KALOE COUNTY OF GRESHAM  
TITLE DIAGRAM SEE SCHEDULE OF PARCELS

FIRST SCHEDULE  
-----

CHERYL MARGARET YAGER  
ALLAN JOHN DAVEY  
AS JOINT TENANTS

(AE AQ392701)

SECOND SCHEDULE (4 NOTIFICATIONS)  
-----

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 LAND EXCLUDES MINERALS RESERVED BY THE CROWN GRANTS OF LOTS 23,  
40, 44 & 187
- 3 LAND EXCLUDES THE ROAD(S) WITHIN ALL LOTS SHOWN IN THE TITLE  
DIAGRAMS
- 4 PROVISIONS OF S. 235A CROWN LANDS CONSOLIDATION ACT 1913 AS TO  
BOUNDARIES TO RIVERS AND LAKES AFFECT LOTS 187

NOTATIONS  
-----

UNREGISTERED DEALINGS: NIL

SCHEDULE OF PARCELS  
-----

LOTS 12-13 IN DP753524  
LOT 14 IN DP753524  
LOT 23 IN DP753524  
LOT 40 IN DP753524  
LOT 44 IN DP753524  
LOT 187 IN DP753524

TITLE DIAGRAM  
-----

CROWN PLAN 113.1782  
CROWN PLAN 278.1782  
CROWN PLAN 276.1782  
CROWN PLAN 255.1782  
CROWN PLAN 258.1782  
CROWN PLAN 613.1782.

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

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Received: 16/09/2020 09:17:11

FOLIO: WAL38755

SEARCH DATE	TIME	EDITION NO	DATE
16/9/2020	9:16 AM	2	4/9/2020

WARNING NOTE: INFORMATION ON THIS REGISTER IS NOT GUARANTEED

TENURE TYPE: CONTINUING

HOLDER(S)

CHERYL MARGARET YAGER  
ALLAN JOHN DAVEY  
AS JOINT TENANTS

(AE AQ350884)

ENCUMBRANCES (1 ENCUMBRANCE)

1 TERM TRANSFER: NIL

NOTATIONS

UNREGISTERED DEALINGS: NIL

ACCESS LICENCE DETAILS

CATEGORY: UNREGULATED RIVER

SHARE COMPONENT:

SHARE - 55 UNITS  
WATER SOURCE - LOWER MANN RIVER WATER SOURCE  
WATER SHARING PLAN - CLARENCE RIVER UNREGULATED AND ALLUVIAL  
WATER SOURCES 2016

EXTRACTION COMPONENT:

TIMES/RATES/CIRCUMSTANCES - SUBJECT TO THE CONDITIONS OF THE  
WATER ACCESS LICENCE  
EXTRACTION FROM - RIVER, LAKE OR SURFACE WATER RUNOFF  
EXTRACTION ZONE - WHOLE WATER SOURCE

NOMINATED WORKS:

WORK APPROVAL NUMBER(S) - 30CA316626  
INTERSTATE TAGGING ZONE - NIL

CONDITIONS

LICENCE CONDITIONS FORM A PART OF THIS LICENCE AND AFFECT THE SHARE  
AND EXTRACTION COMPONENTS. CONDITION STATEMENTS ARE AVAILABLE FROM

END OF PAGE 1 - CONTINUED OVER





NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: WAL38755

PAGE 2

CONDITIONS (CONTINUED)

WATERNSW

NOTES

A WATER LICENCE INFORMATION SHEET IS AVAILABLE FROM THE WATERNSW WEBSITE WWW.WATERNSW.COM.AU AND SHOULD BE REFERRED TO IN INTERPRETING THIS LICENCE.

WATERNSW PHONE 1300 662 077, EMAIL CUSTOMER.HELPDESK@WATERNSW.COM.AU

LICENCE REFERENCE NUMBER: 30AL316625

PREVIOUS WATER ACT LICENCE NUMBER(S): 30SL046235.

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

201357

PRINTED ON 16/9/2020

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

PLAN FORM 2

SIGNATURE AND SEALS ONLY

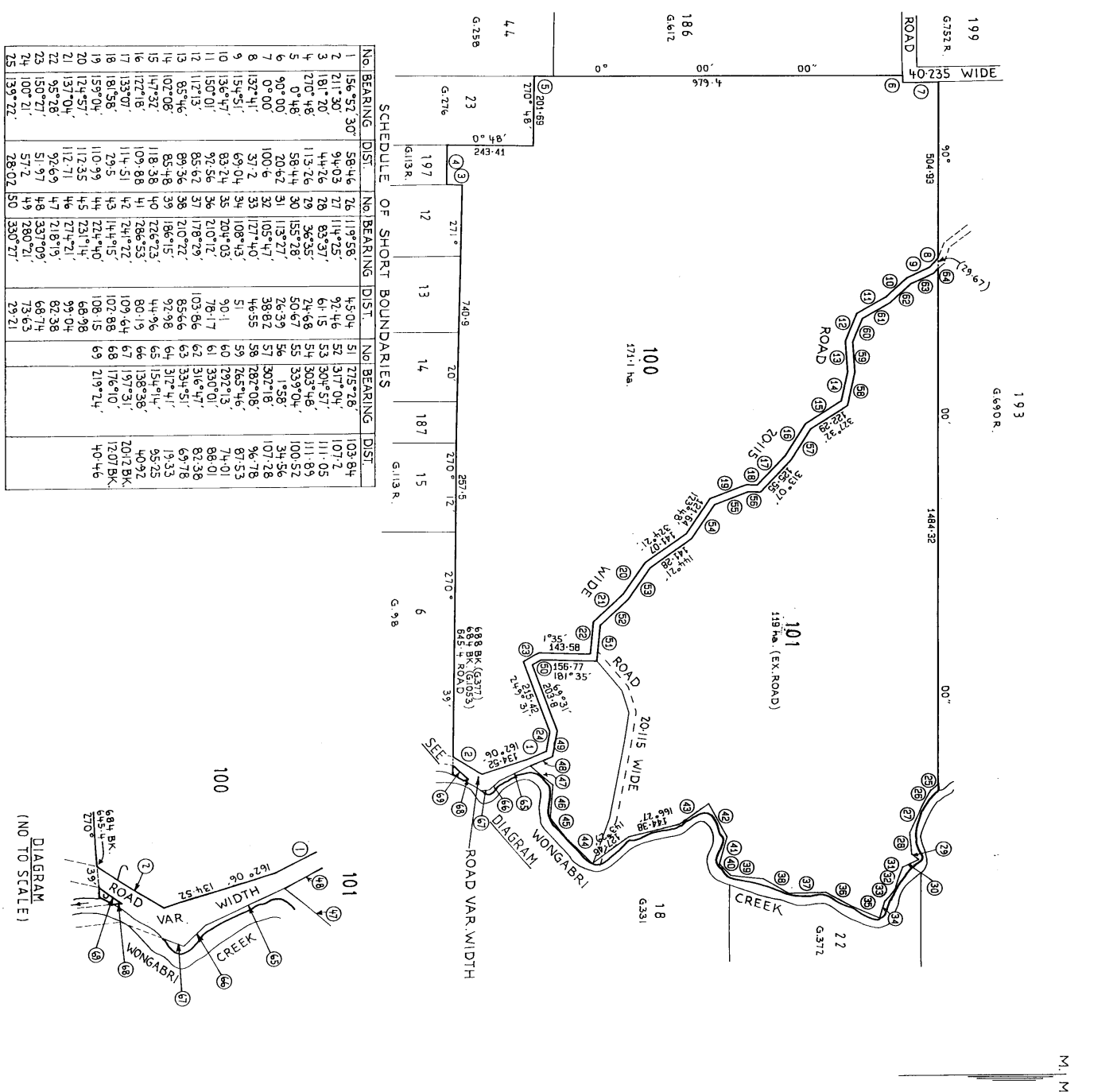
*M. Brennan*  
*[Signature]*

SIGNED FOR AND ON BEHALF OF THE  
 STATE EATY OF NEW SOUTH WALES  
 LIMITED (A.B.N. 62 003 663 228) BY ITS  
 ATTORNEY AT LAW  
 MARGARET J. KEENE  
 PRESIDENT TO POWER OF ATTORNEY  
 EPOCH 4288 NO 983 IN THE PRESENCE  
 OF:  
*[Signature]*

Crown Lands Office Approval  
 PLM APPROVED: Approved Officer  
 Land District: ...  
 Paper No.: ...  
 File Book: ...

Council's Certificate

1. Name of the Land: ...  
 2. The requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans, and the requirements of Part 3 Division 7 of the Water Board Act (Consolidation) Act 1951).  
 3. The requirements of Part 3 Division 7 of the Water Board Act (Consolidation) Act 1951.  
 4. The requirements of the Water Board Act (Consolidation) Act 1951.  
 5. The requirements of the Water Board Act (Consolidation) Act 1951.  
 6. The requirements of the Water Board Act (Consolidation) Act 1951.  
 7. The requirements of the Water Board Act (Consolidation) Act 1951.  
 8. The requirements of the Water Board Act (Consolidation) Act 1951.  
 9. The requirements of the Water Board Act (Consolidation) Act 1951.  
 10. The requirements of the Water Board Act (Consolidation) Act 1951.  
 11. The requirements of the Water Board Act (Consolidation) Act 1951.  
 12. The requirements of the Water Board Act (Consolidation) Act 1951.  
 13. The requirements of the Water Board Act (Consolidation) Act 1951.  
 14. The requirements of the Water Board Act (Consolidation) Act 1951.  
 15. The requirements of the Water Board Act (Consolidation) Act 1951.  
 16. The requirements of the Water Board Act (Consolidation) Act 1951.  
 17. The requirements of the Water Board Act (Consolidation) Act 1951.  
 18. The requirements of the Water Board Act (Consolidation) Act 1951.  
 19. The requirements of the Water Board Act (Consolidation) Act 1951.  
 20. The requirements of the Water Board Act (Consolidation) Act 1951.  
 21. The requirements of the Water Board Act (Consolidation) Act 1951.  
 22. The requirements of the Water Board Act (Consolidation) Act 1951.  
 23. The requirements of the Water Board Act (Consolidation) Act 1951.  
 24. The requirements of the Water Board Act (Consolidation) Act 1951.  
 25. The requirements of the Water Board Act (Consolidation) Act 1951.



NO.	BEARING	DIST.	NO.	BEARING	DIST.	NO.	BEARING	DIST.
1	156°32'30"	58.46	26	119°58'	4.504	51	275°28'	103.84
2	21°30'	94.03	27	114°25'	92.46	52	317°04'	107.72
3	181°20'	44.26	28	83°37'	61.15	53	304°57'	111.05
4	270°48'	113.26	29	36°35'	24.68	54	303°46'	100.52
5	0°48'	58.44	30	155°28'	50.67	55	339°04'	100.52
6	90°00'	20.42	31	113°27'	26.39	56	1°58'	34.56
7	0°00'	100.6	32	105°47'	38.82	57	307°18'	107.28
8	137°41'	37.2	33	127°40'	46.55	58	287°06'	96.78
9	154°51'	69.04	34	108°43'	51	59	265°46'	87.53
10	135°47'	83.24	35	204°03'	90.1	60	292°13'	74.01
11	150°01'	92.56	36	210°12'	78.17	61	330°01'	86.01
12	112°13'	85.62	37	178°29'	103.86	62	316°47'	82.38
13	85°46'	89.36	38	210°22'	85.66	63	334°51'	69.78
14	102°08'	85.48	39	186°15'	92.98	64	312°41'	19.33
15	147°32'	118.38	40	226°23'	44.96	65	154°14'	95.25
16	172°16'	109.88	41	286°53'	80.19	66	136°38'	40.92
17	173°07'	114.51	42	24°22'	109.64	67	197°31'	201.2 BK.
18	181°56'	29.5	43	144°15'	107.88	68	176°10'	12.07 BK.
19	159°04'	110.39	44	224°40'	108.15	69	219°24'	40.46
20	174°57'	112.35	45	221°14'	68.98			
21	137°04'	112.71	46	174°21'	99.04			
22	95°28'	92.69	47	218°19'	82.58			
23	150°27'	48	337°09'	68.74				
24	100°21'	57.2	49	280°21'	73.63			
25	39°22'	28.02	50	330°21'	29.21			

Plan Drawing only to appear in this space

DP1018881

Registered: 7-11-2000

CA: SEE CERTIFICATE

Title System: TORRENS

Purpose: SUBDIVISION

Rel. Map: 343-11-11 PARISH

Last Plan: 371, 1782, 1053, 1782

PLAN OF SUBDIVISION OF LOT 63 & 191 D.P.755524

LGA: PRISTINE WATERS

Locality: JACKADGERY

Parish: KALOE

County: GRESHAM (20)

Lengths are in metres. Reduction Ratio: 1:8000

This is Sheet 1 of 2 sheets

of A. FLETCHER & ASSOCIATES

of P.O. BOX 123, GRAFTON, NEW SOUTH WALES

a surveyor registered under the Surveyors Act 1958 as a purpose, hereby certify that the survey represented on this plan is COMPLETED in accordance with the Survey Practice Regulation 1980 and was completed on 9TH AUGUST, 1994

Signature: [Signature] Surveyor's Act 1958, 82 amended

Printed Name: [Name] District Land Office

Plans used in preparation of survey/compilation: G.377, G.1053, R.12100.

PLANS FOR USE ONLY for statements of intention for drainage reserves, easements, restrictions on the use of land or positive covenants.

PURSUANT TO SEC 88 B OF THE CONVEYANCING ACT, 1919 AS AMENDED, IT IS INTENDED TO CREATE RESTRICTION ON USE.

RESTRICTION ON USE.

2. RESTRICTION ON USE.

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

DIAGRAM (NOT TO SCALE)

ROAD VAR. WIDTH

WONGABRI CREEK

ROAD VAR. WIDTH

WONGABRI CREEK

ROAD VAR. WIDTH

WONGABRI CREEK

ROAD VAR. WIDTH

WONGABRI CREEK

ROAD VAR. WIDTH

WONGABRI CREEK

ROAD VAR. WIDTH

WONGABRI CREEK

ROAD VAR. WIDTH

WONGABRI CREEK

ROAD VAR. WIDTH

WONGABRI CREEK

ROAD VAR. WIDTH

WONGABRI CREEK

ROAD VAR. WIDTH

SWATERS REFERENCE: 5937 CHECK LIST

INSTRUMENT SETTING OUT TERMS OF EASEMENTS/ PROFITS À PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.

(Sheet 1 of 3 sheets)

**DP1018881**

Plan of Subdivision of Lots 63 and 191 in  
Deposited Plan 753524 - covered by  
Subdivision Certificate No. 11/94  
dated 5.9.1994.

**Full name and address of the owner of the land:**

ELMAR QUANTE and  
MARIA QUANTE  
both of Jackadgery via Grafton

**PART 1**

**1. Identity of easement, profit à prendre, restriction, or positive covenant to be created and firstly referred to in the plan:**

Restriction on Use

Schedule of Lots etc. affected

Lots burdened

Lots 100 and 101

Lots, roads, or Authority, benefited

Pristine Waters Council

**2. Identity of easement, profit à prendre, restriction, or positive covenant to be created and secondly referred to in the plan:**

Restriction on Use

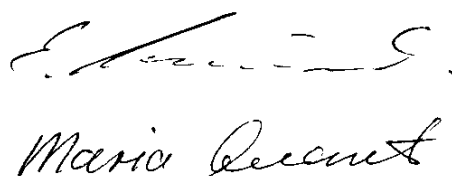
Schedule of Lots etc. affected

Lots burdened

Each Lot

Lots, roads, or Authority, benefited

Every other Lot



Maria Quante

INSTRUMENT SETTING OUT TERMS OF EASEMENTS/ PROFITS À PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.

(Sheet 2 of 3 sheets)

**DP1018881**

Plan of Subdivision of Lots 63 and 191 in  
Deposited Plan 753524 - covered by  
Subdivision Certificate No. 11/94  
dated 5.9.1994.

**PART 2**

**1. Terms of Restriction on Use firstly referred to in the plan:-**

- (a) That no dwelling is to be erected without the prior written consent of Pristine Waters Council being first had and obtained and the provision of services and contributions in accordance with Pristine Water Council's current policies.

**2. Terms of Restriction on Use secondly referred to in the plan:-**

- (a) That no fence shall be erected on the boundary of any lot so as to divide it from any adjoining lot during the ownership of such adjoining lot by the said Elmar Quante and Maria Quante or their successors in title other than purchasers on sale without the consent of the said Elmar Quante and Maria Quante or their successors in title but such consent shall be deemed to have been given in respect of every fence erected without expense to the said Elmar Quante and Maria Quante or their successors in title other than purchasers on sale.

Any consent, release, variation or modification of this restriction shall be made or done in all respects at the cost and expense of the person or corporation requesting the same.


Name of person empowered to release, vary or modify restriction or positive covenant firstly referred to in the abovementioned plan.

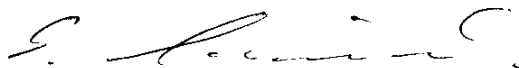

Pristine Waters Council.

Name of person empowered to release, vary or modify restriction or positive covenant secondly referred to in the abovementioned plan.

Elmar Quante and Maria Quante or their successors in title.

SIGNED SEALED AND DELIVERED by the said }  
ELMAR QUANTE and MARIA QUANTE }  
in the presence of:-

  
DAVID M. MILLER,  
44 VICTORIA ST.,  
GRAFTON.  
SOLICITOR

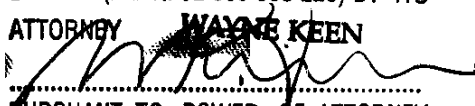
INSTRUMENT SETTING OUT TERMS OF EASEMENTS/ PROFITS À PRENDRE INTENDED  
TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND AND  
POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF  
THE CONVEYANCING ACT, 1919.

(Sheet 3 of 3 sheets)

**DP1018881**

Plan of Subdivision of Lots 63 and 191 in  
Deposited Plan 753524 - covered by  
Subdivision Certificate No. 11/94  
dated 5.9.1994.

SIGNED FOR AND ON BEHALF OF THE  
STATE BANK OF NEW SOUTH WALES  
LIMITED (A.B.N. 32 003 963 228) BY ITS  
ATTORNEY **WAYNE KEEN**

  
.....  
PURSUANT TO POWER OF ATTORNEY  
BOOK 4256 NO 983 IN THE PRESENCE  
OF:

  
.....  
**RISHI SHARMA**

**REGISTERED**  *JP* 7-11-2000

**LYMBORGA SHIRE**

**PLAN OF PORTION 197**

County of Gresham Parish of Kaloe

LAND DISTRICT OF GRAFTON LAND BOARD DISTRICT OF GRAFTON

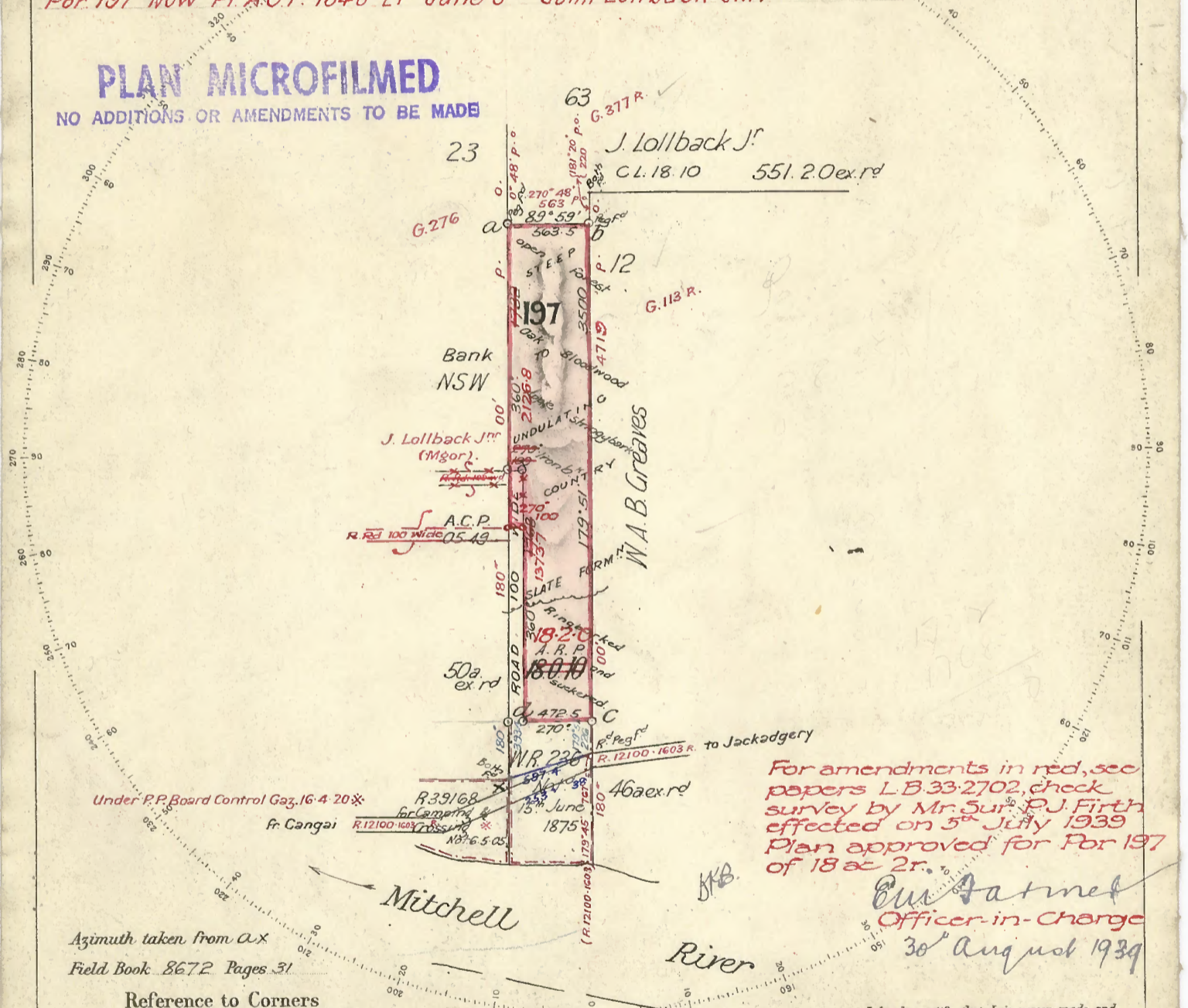
Occupation License N<sup>o</sup> 308 of Newbold Grange and Holding, Eastern Division.

Applied for under the 164<sup>th</sup> Section of the Crown Lands Consolidation Act 1913 by John Lollback Jun<sup>r</sup>

Within W.R. 236 Not<sup>d</sup> 15<sup>th</sup> June 1875: Revok<sup>d</sup> L.L. 8-15  
 do. the Cangai Gold Field Procl<sup>d</sup> 17<sup>th</sup> January 1873  
 Por. 197 added to C.L. 18-10 Sec. 164 Act 1913 vide Cor. 17-7-25 Total Area ~~569-2-10p.~~ 570 ac  
 Por. 197 Pt CP 42-17 John Lollback Jun<sup>r</sup>  
 Por. 197 Now Pt A.C.P. 1948-21 June 8<sup>th</sup> John Lollback Jun<sup>r</sup>.

**PLAN MICROFILMED**

NO ADDITIONS OR AMENDMENTS TO BE MADE



For amendments in red, see papers L.B. 33-2702, check survey by Mr. Sur<sup>or</sup> P.J. Firth effected on 5<sup>th</sup> July 1939 Plan approved for Por 197 of 18 ac 2r.

*Em. Sattin*  
 Officer-in-Charge  
 30<sup>th</sup> August 1939

Azimuth taken from AX  
 Field Book 8672 Pages 31

**Reference to Corners**

Corner	Bearing	From	Links	N <sup>o</sup> on Tree
a	54° 49'	Stringybark	44.4	197 new
b	138° 22'	Oak	11.0	197
c		Numbered peg		
d		Numbered peg		

Value of Improvements abt. 8 acres improved for grazing. Val. 10/- per ac.

**Reference to Traverse**

Line	Bearing	Distance

I hereby certify that I in person made and on the 25<sup>th</sup> May 1923 completed the survey represented on this plan on which are written the bearings and lengths of the lines measured by me and I declare that the survey has been executed in accordance with the regulations published for the guidance of Licensed Surveyors and the practice of the Department of Lands.

*S. Davison* Licensed Surveyor

Transmitted to the District Surveyor with my letter of 30<sup>th</sup> June N<sup>o</sup> 23/42

Charted on Head Office  
 The Index 4 Sep 1923  
 Examined *[Signature]* 12/23

Checked and Charted *P. N. Whaley* 7-7-23  
 Examined *A. Harris* 9<sup>th</sup> July 1923  
 Plan approved 12<sup>th</sup> July 1923.

*W. Stanley*  
 Draftsman-in-Charge

Scale 20 Chains to an Inch



at Glen Innes 3<sup>rd</sup> August 1875  
Country Lots D.E.F. Portions 13, 14, 15  
Etc. Abn 7<sup>th</sup> 1896 above Lots sold

Glen Innes 26<sup>th</sup> July 1882  
1/4 Portion 8  
In 82-11169 above lot sold

1875  
Country lots A to D Portions 9 to 12  
Sale at Grafton 23<sup>rd</sup> July 1879  
Country lots A to D Portions 9 to 12  
Remaining lots not sold for

Sale at Grafton 10<sup>th</sup> December 1879  
Country lots A to J Portions 10, 11, 12  
Remaining lot not sold for

Sale at Grafton 11<sup>th</sup> Sep<sup>r</sup> 1881  
Country lot A Portion III  
Vide abn 81-9600 above lot not sold for

Parish of Katoomba  
Unweedy pts of roads within 10, 15, 14 & 13 hatched roads enclosed  
Roads closed 1902  
Notified 23<sup>rd</sup> June 1918 Rev<sup>d</sup> 12<sup>th</sup> Sept 1919  
Sale at Grafton 11<sup>th</sup> Sep<sup>r</sup> 1918 Gaz. No. 3396  
Port II. Sold to Eric Richardson D.P. Sale Completed Vide AP 19.3613

Traverse of N° 13145

Stn	Bearing	Dist
1	45.56	1000
2	20.51	1000
3	112.24	1000

Unweedy Road P 4a 7-20p granted to Charles Frederick  
in 1841 under 12<sup>th</sup> Sec P R Act 1902. Vide Roads Comp 20-161  
See also D. 115 1743  
Pt. 26a 2r 10p resumed for road R 23081  
1609r Gaz. 5.5.61 R 39-783.

TRAVERSE

Stn	Bearing	Dist	Stn	Bearing	Dist
1	90° 0'	1000	16	270° 0'	200
2	50° 30'	1000	17	345° 0'	1000
3	90° 15'	1000	18	330° 0'	1000
4	82° 55'	1000	19	104° 45'	1000
5	82° 0'	505	20	20° 25'	1000
6	75° 11'	150	21	E	1000
7	75° 50'	1000	22		
8	63° 0'	1250	23		
9	65° 0'	1122	24		
10			25	210° 46'	1000
11	23° 0'	118	26	172° 0'	1000
12	125° 0'	1850	27	125° 0'	1000
13	11° 0'	1200	28	157° 0'	482
14	90° 0'	500	29	115° 2'	583

Cont.	Bearing	From	Dist	Angle	Corner	From	Dist	Dist. to next
A	67° 30'	appt	55	12	S	corner at creek		12
B	16° 15'	green	26	18-13	T	170° 0'	blind	41
C	56° 30'	green	23	18-14	U	300° 0'	sky bank	11
D	55° 0'	sky bank	65	16	V	90° 0'	even bank	12
E	110° 0'	green	26	15	W	276° 18'	apple	36
F	152° 0'		39	6-15	X	corner at road		9
G	270° 0'	apple	1		Y	corner at road		8
H		corner app	15	Z	125° 0'	appt	16	2
I		appt			a	corner appt		
J	55° 20'	green	111	13-14	b	180° 0'	road	77
K	17° 20'	green	45	12-13	c	102° 0'		112
L	78° 30'		12	d	245° 50'		141	15
M		sky bank	78	8-9	e	215° 45'	oak	60
N	165° 0'	sky bank	170	9-10	f	248° 20'	sky bank	45
O	50° 0'	oak	5	10-11	g	264° 50'	green	62
P	360° 0'	appt	30	11-12	h	35° 0'		90

G. 113  
1782.

Scale 20 chains to an inch  
Marked in accordance with regulations  
Measured December 1879  
Instructions: 1894 No 775  
Form Tim Trap  
Timber mixed forest

Transmitted to the Surveyor General with my letter of the 23<sup>rd</sup> March 1879  
Hamilton Fisher

PLAN MICROFILMED  
NO ADDITIONS OR AMENDMENTS TO BE MADE



See Mines Maps for Applications under Section 14 of the Mining Act 1902

**PLAN OF PORTIONS 14 15 & 16**

County of Gresham Parish of Newbold  
 LAND DISTRICT OF GRAFTON LAND BOARD DISTRICT OF GRAFTON

Resumed Area No. Pastoral Holding Eastern Division.

Applied for under the Section of the Crown Lands Act of by

Measured for Auction Sale (Total area 406 1/2 ac)

Port<sup>s</sup> 14, 15 & 16 each partly within W.R. 678 notified 1<sup>st</sup> Nov. 1880 Revoked 20<sup>th</sup> June 1906

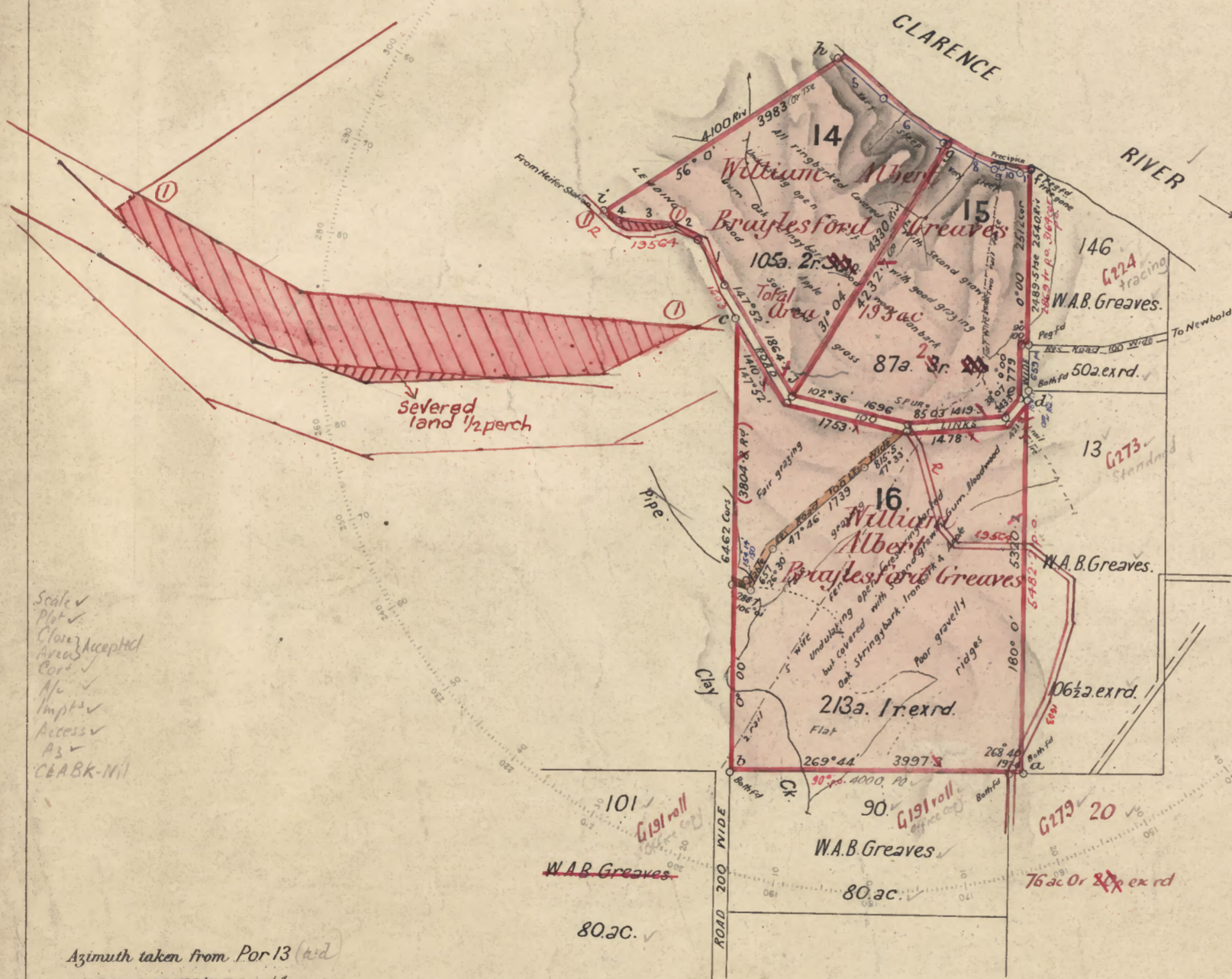
Sale at Grafton 17<sup>th</sup> October 1906.

Portions 14, 15, 16. Sale Completed 07.10.1906

Port 14, 15 & 16 Sold to Wm Braylesford Greaves

3a On 24p. resumed for road R.19564 1603 from port 16 and 1r 38p from 14. Gaz. 15.7.1938 R.33.471

① Closed road & severed land. Gaz. 15.7.1938. Rds 33.471 R.342 1r 18p granted to Perpetual Trustee Company (Limited) under Sec. 12 P. Rds Act 1902 Rds 33, 1236 For other plans see G216.1782



Scale ✓  
 Plat ✓  
 Close ✓  
 Area ✓  
 Cont ✓  
 Imp ✓  
 Access ✓  
 P3 ✓  
 CABK-MI

Original plan indicates bank is the portion boundary (ADDED FOR MICROFILM PURPOSES)

Azimuth taken from Por 13 (and)  
 Field Book Vol. 7847 Folio 44.

Corner	Bearing	From	Links	# on Tree
a	180° 00'	Tree	58.6	13.16
b	86° 15'	Gum	104	90.16
c	74° 00'	Oak	115.5	16
d	319° 27'	Gum	67.2	16
e	173° 41'	Gum	30.9	15
f		On stake		15
g	262° 20'	sty' 68	39	14.15
h	289° 00'	sty' 68	71	14
i	218° 53'	sty' 68	103	14
j	357° 20'	Tree	71.4	14.15

Line	Bearing	Distance
1	328° 12'	755.7
2	298° 09'	422
3	274° 06'	756
4	302° 16'	270.8
5	130° 03'	889.4
6	124° 58'	1080
7	115° 51'	69
8	115° 51'	759.4
9	76° 20'	119
10	107° 54'	253.2
11	73° 37'	164

Areas altered to accord with regulations.

I hereby certify that I in person made and on the 12<sup>th</sup> March 1906 completed the survey represented on this plan on which are written the bearings and lengths of the lines measured by me, and I declare that the survey has been executed in accordance with the regulations published for the guidance of licensed Surveyors and the practice of the Department of Lands.

**PLAN MICROFILMED**

7. CONDITIONS OR AMENDMENTS TO BE MADE

*W. A. Greaves* Licensed Surveyor  
 Transmitted to the District Surveyor with my letter of 4<sup>th</sup> March 1906 No. 06/41

Voucher No. 06-50 Passed £ 27. 2. 9  
 Calculation Book No. Folio  
 Checked and Charted by *F. J. Joppenhagen* 10<sup>th</sup> April 1906  
 Examined by *W. Anderson* 28<sup>th</sup> April 1906  
 Plan approved *W. A. Greaves*

*W. A. Greaves*  
 25-6-06

Draftsman in Charge  
 Draftsman in Charge

Par 14 Nil  
 Improvements on Port<sup>s</sup> 15 Fencing 16. 2. 0 @ 1/2 per chain  
 " 16 " 19. 19. 0  
 Total 36. 1. 0  
 W. A. B. Greaves owe Ringbarking is of no Value. vide letter

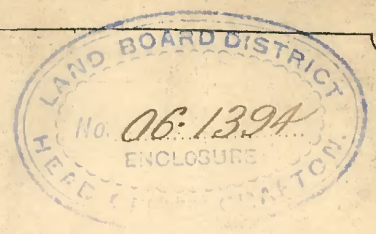
Scale 20 Chains to an Inch

**278-1782**

G 278 1782



Cancels G 139 1782.



# PLAN OF PORTION 23

County of Gresham Parish of Kaloe  
 Land District of Grafton Land Board District of Grafton

Resumed Area N<sup>o</sup> 308a *Newbold Grange and Cangai* Pastoral Holding Eastern Division

Applied for under the 3<sup>rd</sup> Section of the Crown Lands Act of 1884 by John Lollback Jun<sup>r</sup>  
 1903

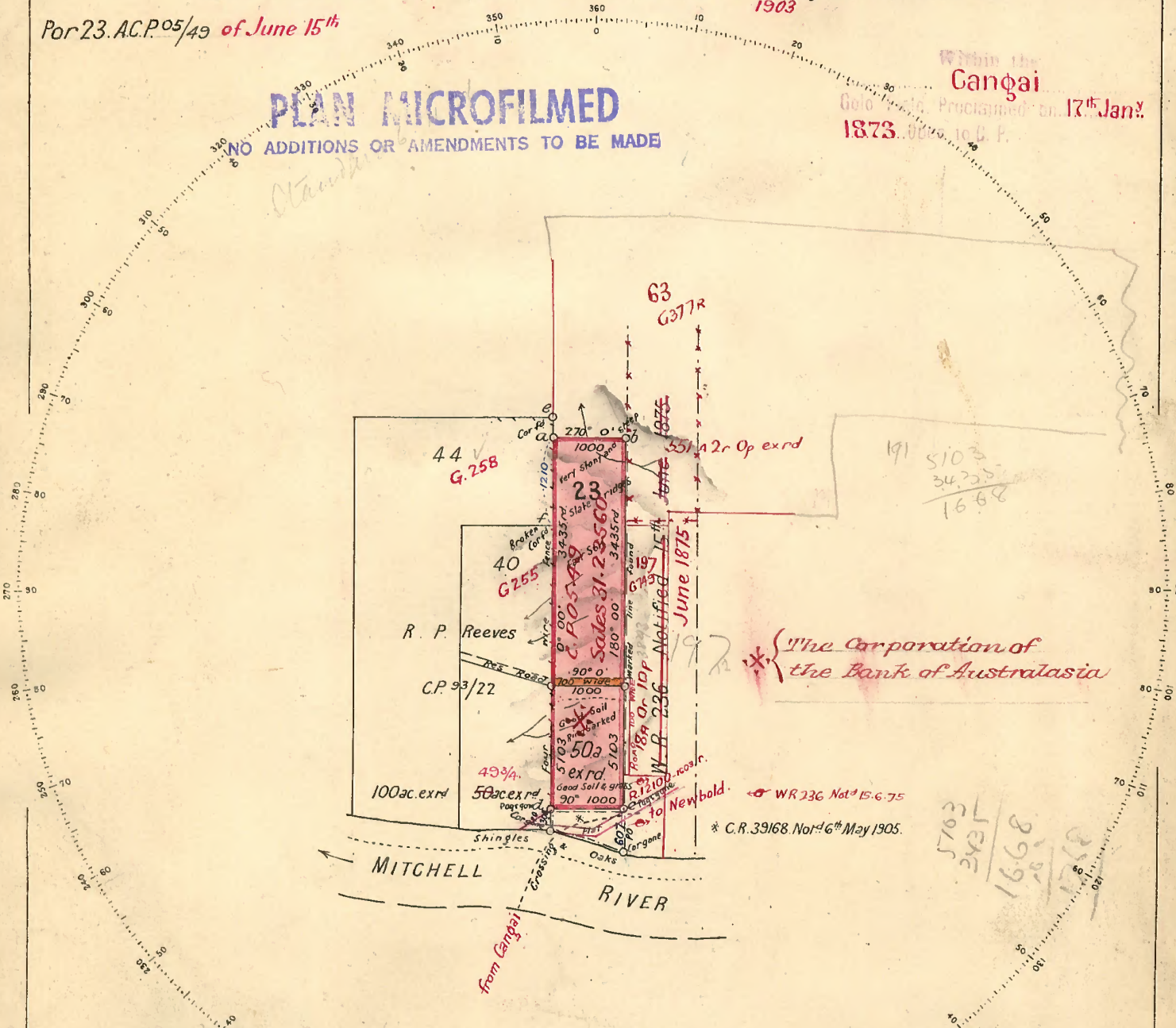
Por 23. A.C.P. 05/49 of June 15<sup>th</sup>

**PLAN MICROFILMED**

NO ADDITIONS OR AMENDMENTS TO BE MADE

Within the Cangai Gold Field Proclaimed on 17<sup>th</sup> Jan<sup>y</sup> 1873. O.G.S. 10 G. P.

50



Azimuth taken from D.C  
 Field Book Vol 78A Folio 43

Timber - Gum, Apple, Stybark, Ironbark, Oak.  
 Bloodwood, Mahogany

**Reference to Corners**

Corner	Bearing	From	Links	N <sup>o</sup> of Tree
a	285° 10'	Bloodwood	29	23
b	On Stake			23
c	131° 18'	Dead Tree	54.5	23
d	On Stake			23
e	32° 31'	Ironbark	35	44
f	180° 45'	Stringybark	34	40.44

**Reference to Traverse**

Line	Bearing	Distance

I hereby certify that I in person made and on the 13<sup>th</sup> March 1906 completed the survey represented on this plan on which are written the bearings and lengths of the lines measured by me and I declare that the survey has been executed in accordance with the regulations published for the guidance of licensed Surveyors and the practice of the Department of Lands.

*F. Verden Muntz*  
 Licensed Surveyor

Transmitted to the District Surveyor with my letter of 29<sup>th</sup> Nov N<sup>o</sup> 06/40

Voucher N<sup>o</sup> 06/49 Passed for £5.13.9  
 Calculation Book N<sup>o</sup> Folio Accepted  
 Checked and Charted H. H. 06 J. B. Quartin  
 Examined and Plan approved 5 April 1906

Value of Improvements 51chs. 4 wire fence at 8/- per ch. £20/8/- Bank of N.S. W. (owner)  
 15 ac. Ringbarking 36. 40 years old at 1/- per ac.  
 £0.15.0 W. R. B. Greaves (owner)

Scale 20 Chains to an Inch

L. D. GRAFTON,



PLAN OF PORTION 40

County of Gresham Parish of Kaloe

LAND DISTRICT OF GRAFTON LAND BOARD DISTRICT OF GRAFTON

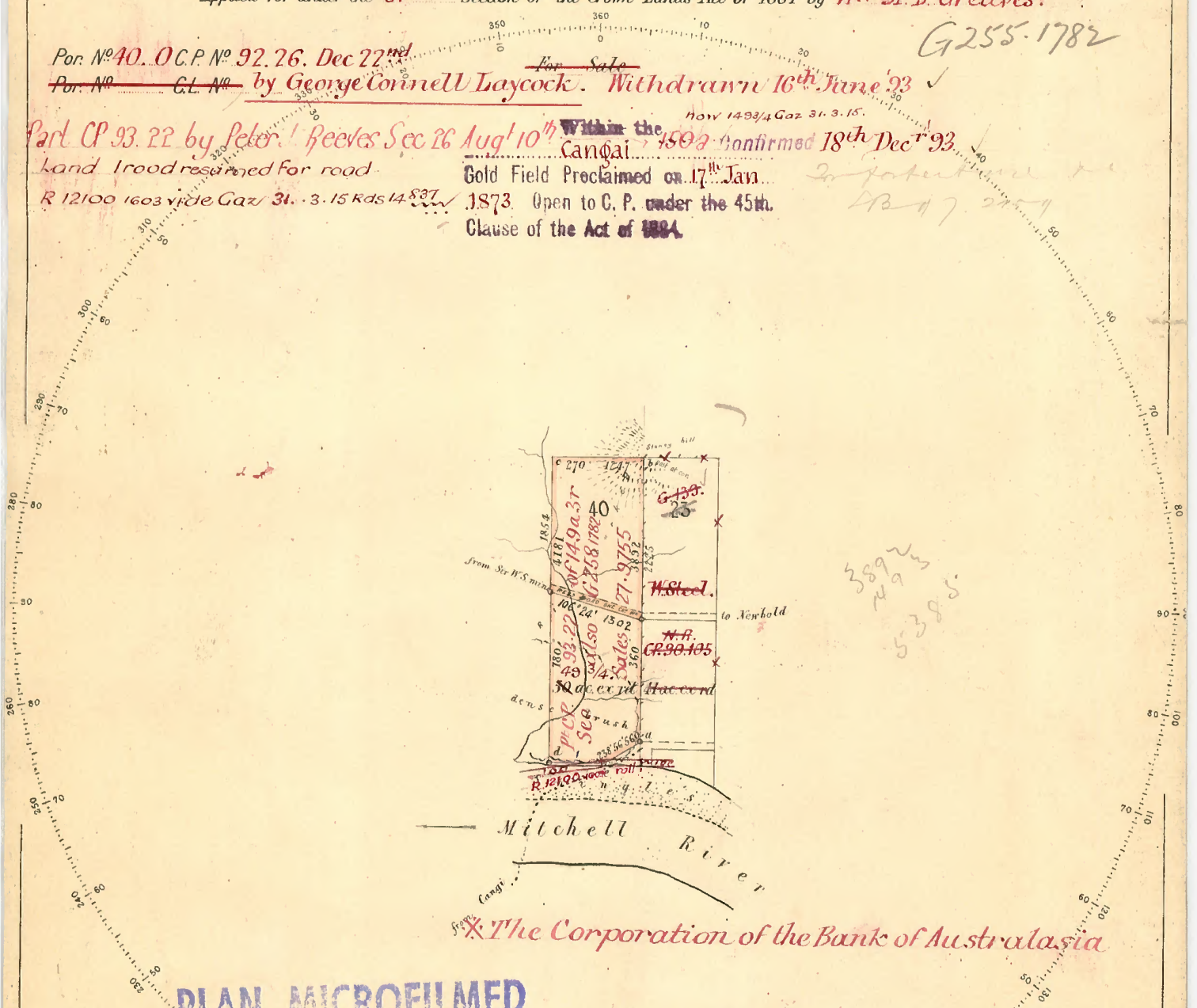
Resumed Area No 308A *Newbold Grange and Cangai* Pastoral Holding, Eastern Division.

Applied for under the 61<sup>st</sup> Section of the Crown Lands Act of 1884 by *Wm A. B. Greaves*.

Por. No 40. O.C.P. No 92.26. Dec 22<sup>nd</sup> 1892 *For Sale*  
~~Por. No~~ ~~C.L. No~~ by *George Connell Laycock*. *Withdrawn 16<sup>th</sup> June '93*

*G255-1782*

*Part CP 93.22 by Peter Reeves Sec 26 Aug 10<sup>th</sup> Within the 150a confirmed 18<sup>th</sup> Dec '93*  
*Land road resumed for road*  
*R 12100 1603 vide Gaz 31. 3.15 Kds 14.827*  
 Gold Field Proclaimed on 17<sup>th</sup> Jan 1873. Open to C. P. under the 45<sup>th</sup> Clause of the Act of 1884.



**PLAN MICROFILMED**  
 NO ADDITIONS OR AMENDMENTS TO BE MADE

**Original plan indicates bank is the portion boundary (ADDED FOR MICROFILM PURPOSES)**

Azimuth taken from a b  
 Field Book Vol. 5025 Folio 18. See memo.

Reference to Corners

Corner	Bearing	From	Links	No on Tree
a	146° 7'	apple	67	40
b	180° 45'	string	34	73-40
c	93° 50'	do	24	40
d	342° 6'	oak	48	"
e	175° 20'	w. cedar	32	"

Reference to Traverse

Line	Bearing	Distance
1	270° 0'	768

I hereby certify that I in person made and on the 9<sup>th</sup> Nov 1892 completed the survey represented on this plan on which are written the bearings and lengths of the lines measured by me and I declare that the survey has been executed in accordance with the regulations published for the guidance of licensed Surveyors and the practice of the Department of Lands.

**255-1782**

*Melanie Hayer* Licensed Surveyor

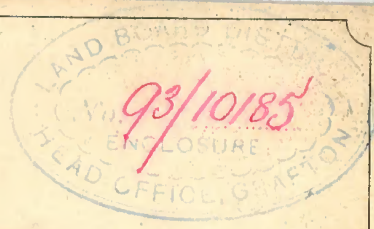
Transmitted to the District Surveyor with my letter of 1<sup>st</sup> Dec 92 No 59

Voucher No 92.58 Passed £ 7. 18. 1 *M. H. 2. 93*  
 Calculation Book No 1519 Folio 29  
 Checked and Charted *R. J. Patten 6.2.93*  
 Examined *J. Burt 15 Feb 1893*  
 Plan approved 15<sup>th</sup> February 1893.

Value of Improvements Ringbarking 33 ac  
 @ 1/- = £ 13.0

Scale 20 Chains to an Inch.

*G. 255-1782*

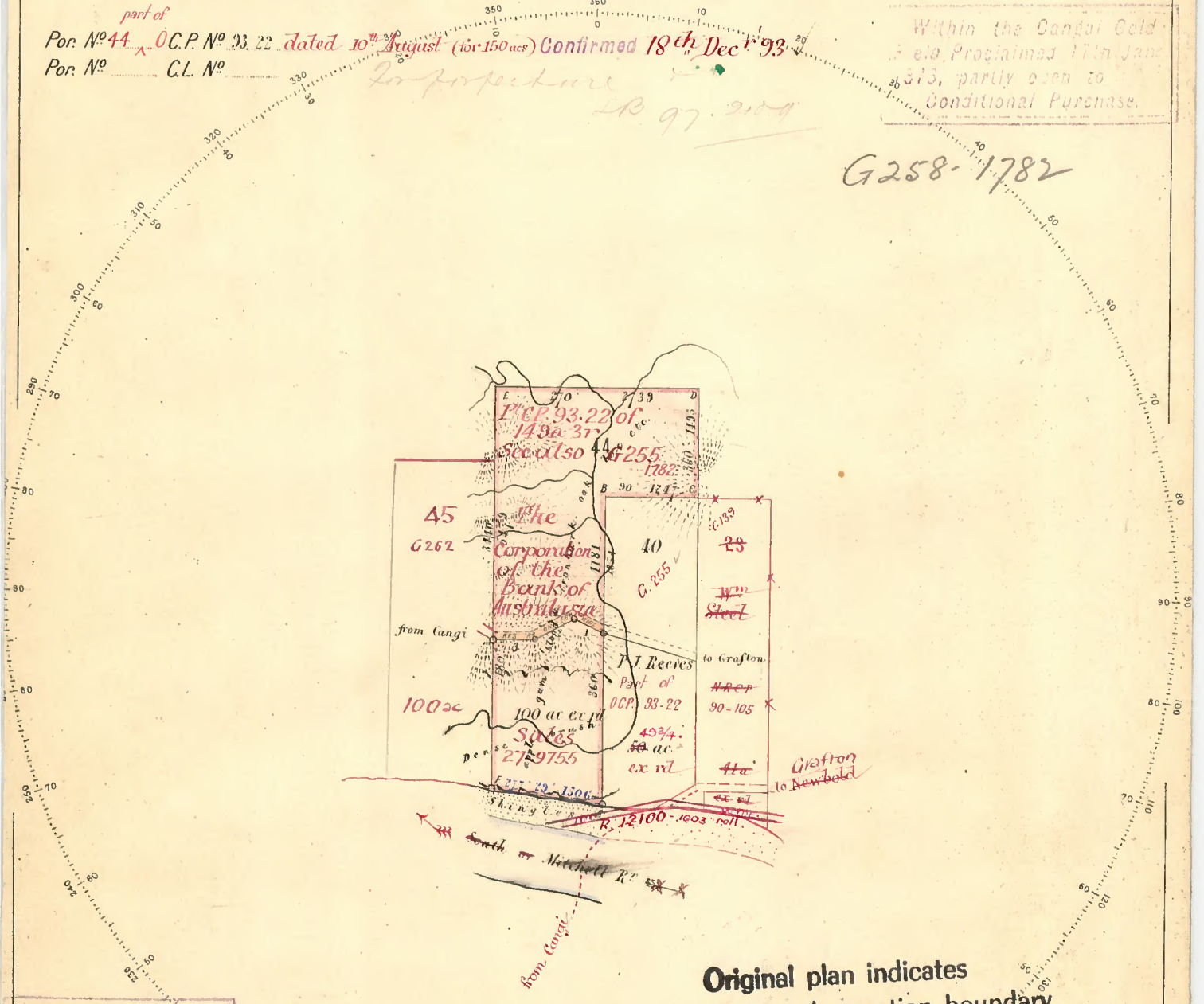


**PLAN OF PORTION 44**  
*County of Gresham Parish of Kaloe*  
 LAND DISTRICT OF GRAFTON LAND BOARD DISTRICT OF GRAFTON  
 Resumed Area No 308A Newbold Grange & Cangai Pastoral Holding, Eastern Division.  
 Applied for under the 26<sup>th</sup> Section of the Crown Lands Act of 1884 by Peter J Reeves

part of  
 Por. No 44, O.C.P. No 33, 22 dated 10<sup>th</sup> August (for 150 aces) Confirmed 18<sup>th</sup> Decr 93  
 Por. No C.L. No  
*Imperfecture*  
*LR 97.2009*

Within the Cangai Gold  
 Field Proclamation 17th Jan  
 1893, partly open to  
 Conditional Purchase.

G258-1782



**Original plan indicates  
 bank is the portion boundary  
 (ADDED FOR MICROFILM PURPOSES)**

**PLAN MICROFILMED**

NO ADDITIONS OR AMENDMENTS TO BE MADE

Certified True copy to  
 Head Office 19.12.93

Azimuth taken from A-B  
 Field Book Vol. 530 Folio 40.

**Reference to Corners**

Corner	Bearing	From	Links	No on Tree
A	342° 6'	oak	18	40-41
B	93° 50'	string <sup>k</sup>	24	" "
C	180° 45'	do	34	" "
D	32° 31'	iron <sup>k</sup>	35	44
E	344° 0'	apple	59	" "
F	185° 2'	bean	52	" "

Value of Improvements Nil

**Reference to Traverse**

Line	Bearing	Distance
1	235° 50'	450
2	242° 2'	589
3	268° 33'	568

I hereby certify that I in person made and on the 23<sup>rd</sup> Nov<sup>r</sup> 1893 completed the survey represented on this plan on which are written the bearings and lengths of the lines measured by me and I declare that the survey has been executed in accordance with the regulations published for the guidance of Licensed Surveyors and the practice of the Department of Lands.

**258-1782**

H. Valentine Haynes Licensed Surveyor

Transmitted to the District Surveyor with my letter of 1<sup>st</sup> December 93 No 48

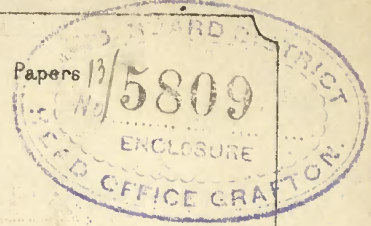
Voucher No 93/44 Passed L.O.G.C. 10.8.93  
 Calculation Book No 1526 Folio 28  
 Checked and Charted 6<sup>th</sup> December 1893  
 Examined 8<sup>th</sup> December 1893  
 Plan approved 8<sup>th</sup> December 1893

Scale 20 Chains to an Inch.

G 258 1782

# NYMBOIDA SHIRE

Within H. F. Area N<sup>o</sup> 225 Not<sup>d</sup> G. 8. 13 Avail 15. 9. 13 (Pt. Block "B")



## PLAN OF PORTION 187

*County of Gresham Parish of Kaloe*

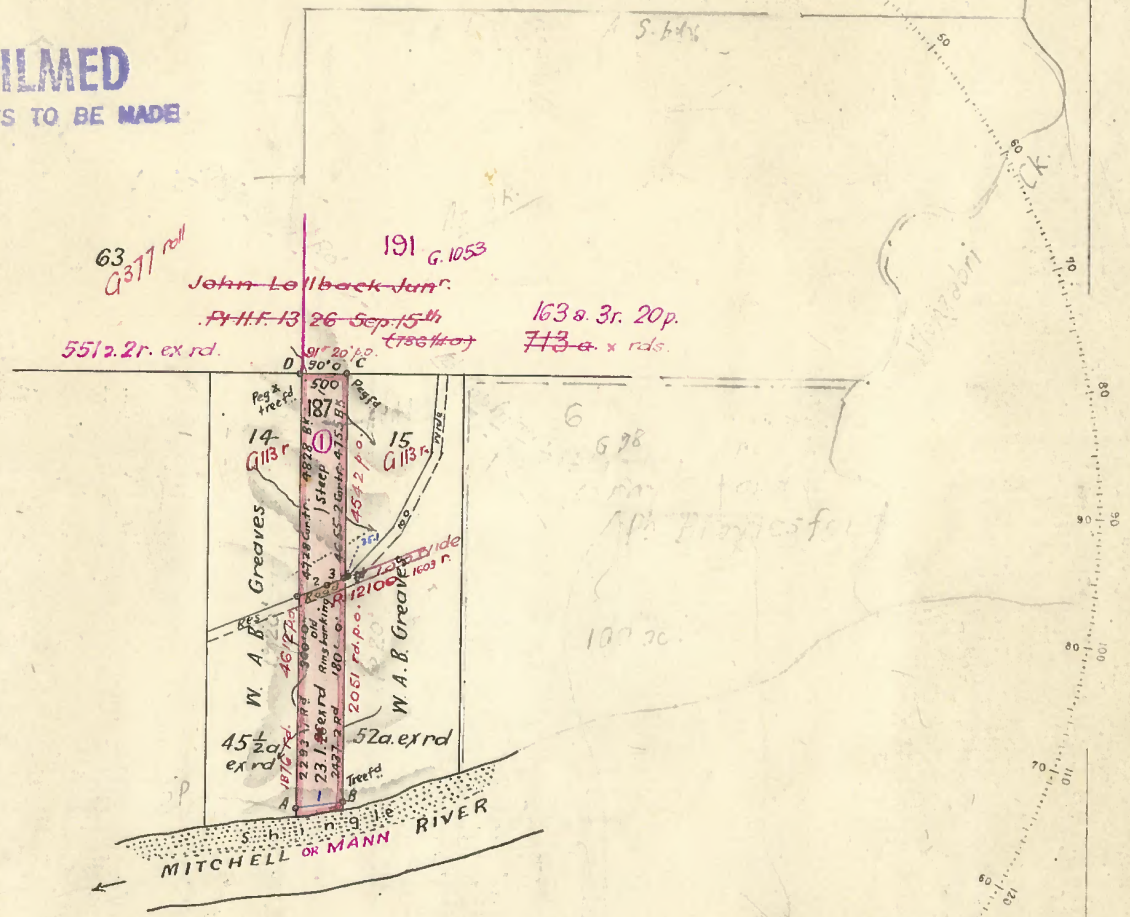
Land District Grafton Land Board District Grafton Eastern Division  
 RESUMED AREA N<sup>o</sup> 308.A PASTORAL HOLDING

Applied for under the 19<sup>th</sup> Section of the Crown Lands Act of 1912. by John Lollback Jun<sup>r</sup>.

P.H.F. 13. 26 Sept 15<sup>th</sup> (Pt 736 1/4 ac) Includes Por. 63. 360  
 R 12100 1603 is a re-marking of road G. 231. 3. 15 Rds 14. 887.  
 (Por. 187. P<sup>c</sup> CP 18. 40 May 8<sup>th</sup> (184 ac) John Lollback Jun<sup>r</sup> (Sec<sup>o</sup> 183) Sale completed. \$51-2793. Gold Field,  
 Pt. 187. Or. 20p. See also G. 1053, 1782.

Sec. 112 Cert<sup>o</sup> S. 50-16077. Serials G. 1053-1782

**PLAN MICROFILMED**  
 NO ADDITIONS OR AMENDMENTS TO BE MADE



**Original plan indicates bank is the portion boundary**  
 (ADDED FOR MICROFILM PURPOSES)

*Undulating to steep good grazing, dark to red soil, timbered with Gum Bloodwood, Oak Sl<sup>t</sup> bark, Ironbark Mahogany Apple & Grass tree. Granite formation. Perm<sup>t</sup> Water*

Azimuth taken from B.C  
 Field Book Vol 8442 Folio 83.84

**Reference to Corners**

Corner	Bearing	From	Links	N <sup>o</sup> on Tree
A	334° 25'	Gum	124	14 187
B		Apple on Corner	15	187
C	156° 10'	Gum	64.2	15 187
D	5° 00'	Sl <sup>t</sup> bark	65	14 187

**Reference to Traverse**

Line	Bearing	Distance
1	261° 44'	505.2
2	67° 52'	346
3	64° 28'	199.1

I hereby certify that I in person made and on the 22<sup>nd</sup> October 1913 completed the survey represented on this plan on which are written the bearings and lengths of the lines measured by me and I declare that the survey has been executed in accordance with the regulations published for the guidance of Licensed Surveyors and the practice of the Department of Lands

*R. W. Meldrum* Licensed Surveyor  
 Transmitted to the District Surveyor with my letter of 27<sup>th</sup> Oct 13 N<sup>o</sup> 56

Voucher N<sup>o</sup> B/59 Passed *L. H. 16* £12.54  
 Calculation Book N<sup>o</sup> B27 Folio 13  
 Checked and Charted *W. R. Riebits* 20/12/13  
 Examined *J. W. McCann* 23/12/13  
 Plan approved *J. A. Kennedy*  
 Draftsman-in-Charge

Scale 20 Chains to an Inch.

N<sup>o</sup> of Link 05-003.0

*Hidden 28 Jan 1914*  
*29 Jan 1914*

Calc. N<sup>o</sup> **G 613** 1782

DEU 14 1913



Gallagher Solicitors Pty Ltd  
PO Box 17  
GRAFTON NSW 2460

**Date of Issue:** 21 August 2020  
**Certificate No:** PLAN2020/1747  
**Your Ref:** 201357  
**Receipt Details:** 839765 20/08/2020 \$53.00

**Property Number:** 125497  
**Property Address:** 225 Wongabri Road JACKADGERY NSW 2460  
**Legal Description:** Lot 100 DP 1018881  
**Owner:** Robert Richard Davey

## PLANNING CERTIFICATE

Issued under Section 10.7(2) of the Environmental Planning and Assessment Act, 1979

Note: the information provided in sections 1 to 19 below is provided under section 10.7(2) of the Environmental Planning and Assessment Act 1979

### 1. Relevant planning instruments and development control plans

Text and zoning maps for the relevant local environmental plan/s and development control plan/s can be downloaded from Councils website – [www.clarence.nsw.gov.au](http://www.clarence.nsw.gov.au). Text for the relevant local environmental plan/s can be downloaded from the NSW Government website – [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au).

#### A. Local Environmental Plans

**Clarence Valley Local Environmental Plan 2011** applies to the land.

#### Zone E3 Environmental Management

##### 1 Objectives of zone

- To protect, manage and restore areas with special ecological, scientific, cultural or aesthetic values.
- To provide for a limited range of development that does not have an adverse effect on those values.
- To prevent inappropriate development in geologically hazardous areas so as to minimise erosion and other adverse impacts on escarpment areas.
- To ensure that development does not unreasonably increase the demand for public services or public facilities.
- To ensure development is not adversely impacted by environmental hazards.
- To protect prominent hillsides, ridgelines, other major natural features, riparian areas and water catchment areas.

## **2 Permitted without consent**

Extensive agriculture; Home-based child care; Home occupations; Home occupations (sex services).

## **3 Permitted with consent**

Animal boarding or training establishments; Bed and breakfast accommodation; Camping grounds; Caravan parks; Dual occupancies (attached); Dwelling houses; Eco-tourist facilities; Emergency services facilities; Environmental facilities; Environmental protection works; Farm buildings; Farm stay accommodation; Flood mitigation works; Forestry; Home businesses; Home industries; Oyster aquaculture; Pond-based aquaculture; Recreation areas; Roads.

## **4 Prohibited**

Industries; Multi dwelling housing; Residential flat buildings; Retail premises; Seniors housing; Service stations; Warehouse or distribution centres; Any other development not specified in item 2 or 3.

## **B. Proposed local environmental planning instruments**

No proposed local environmental planning instrument applies to the land that has been placed on public exhibition under the *Environmental Planning and Assessment Act 1979*.

## **C. Development Control Plan**

The Clarence Valley Development Control Plan - Development in Environmental Protection, Open Space and Special Use Zones applies to the carrying out of development on the land.

## **D. State Environmental Planning Policies (SEPP)**

Text for the relevant state environmental planning policies can be downloaded from the NSW Government website – [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au).

The land is affected by State Environmental Planning Policies No 21, 30, 33, 36, 44, 50, 55, 62, 64, 65, Housing for Seniors or People with a Disability 2004, Building Sustainability Index (BASIX) 2004, Infrastructure 2007, Mining, Petroleum Production and Extractive Industries 2007, Miscellaneous Consent Provisions 2007, Exempt and Complying Development Codes 2008, Rural Lands 2008, Affordable Rental Housing 2009, State and Regional Development 2011, Integration and Repeals 2016 and Educational Establishments and Child Care Facilities 2017.

The land is affected by State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017.

## **E. Proposed state environmental planning instruments**

There are NO proposed State environmental planning policies that apply to the land that is or has been the subject of community consultation or public exhibition, unless otherwise stated within this certificate.

---

## **2. Other relevant local environmental planning provisions**

Note: The following advice is relevant to the local environmental plan/s identified in Section 1A of this Certificate.

### **A. Minimum land dimensions for erection of dwelling house**

The minimum lot size for dwelling purposes as indicated by the Lot Size Map in the Clarence Valley Local Environmental Plan 2011 is 150 hectares.

### **B. Critical habitat**

The subject land is NOT known to include or comprise critical habitat as defined in the *Threatened Species Conservation Act 1995* or Part 7A of the *Fisheries Management Act 1994*.

### **C. Heritage conservation area**

The land is NOT located within a heritage conservation area (however described) under the local environmental planning instrument.

### **D. Item of environmental heritage**

The land does NOT have located on it an item of environmental heritage (however described) under the local environmental planning instrument.

---

## **3. Complying development**

Note: Text for the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 can be downloaded from the NSW Government website – [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au).

Notwithstanding the advice in Parts 3A to 3I (inclusive) below, for complying development to occur it must comply with all relevant requirements and other development standards of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Where advice regarding whether or not complying development can occur, under relevant Codes listed at Parts 3A to 3I (inclusive) below, indicates that complying development cannot occur on any part of the subject land then such advice takes precedence over any other advice in the same Part that indicates complying development may be able to occur on part of the subject land.

### **A. General Housing Code**

Complying development under this Code may not be carried out on any part of this land. The land is wholly affected by a biobanking agreement under Part 7A of the *Threatened Species Conservation Act 1995* or a Property Vegetation Plan approved under the *Native Vegetation Act 2003*.

### **B. Rural Housing Code**

Complying development under this Code may not be carried out on any part of this land. The land is wholly affected by a biobanking agreement under Part 7A of the *Threatened Species Conservation Act 1995* or a Property Vegetation Plan approved under the *Native Vegetation Act 2003*.

### **C. Housing Alterations Code**

Complying development under this Code may be carried out on the whole of this land.

### **D. General Development Code**

Complying development under this Code may be carried out on the whole of this land.

### **E. Commercial and Industrial Alterations Code**

Complying development under this Code may be carried out on the whole of this land.

### **F. Commercial and Industrial (New Buildings and Additions) Code**

Complying development under this Code may not be carried out on any part of this land. The land is wholly affected by a biobanking agreement under Part 7A of the *Threatened Species Conservation Act 1995* or a Property Vegetation Plan approved under the *Native Vegetation Act 2003*.

Complying development under this Code may be carried out on the whole of this land.

### **G. Subdivisions Code**

Complying development under this Code may be carried out on the whole of this land.

### **H. Demolition Code**

Complying development under this Code may be carried out on the whole of this land.

### **I. Fire Safety Code**

Complying development under this Code may be carried out on the whole of this land.

---

## **4 Annual charges for coastal protection services under Local Government Act 1993**

---

The owner (or any previous owner) of the land has NOT consented in writing to the land being subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

*[Note. "Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the Local Government Act 1993.]*

---

## **5. Mine subsidence**

---

The land is NOT proclaimed to be within a mine subsidence district within the meaning of section 15 of the *Mines Subsidence Compensation Act, 1961*.



---

## 6. Road widening and road realignment

---

The land is NOT affected by any road widening or road re-alignment under Division 2 of Part 3 of the *Roads Act 1993*, any environmental planning instrument, or any resolution of Council, unless otherwise stated within this certificate.

---

## 7. Council and other public authority policies on hazard risk restrictions

---

### Hazard Risk Restrictions (generally)

The subject land is NOT affected by a policy adopted by the Council, or by any other public authority and notified to 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), unless otherwise stated within this certificate.

### Bush Fire Prone Land

The subject land IS indicated on Council's Bush Fire Prone Land Map AS BEING bush fire prone land.

### Any Other Risk - Contaminated Land

Council has adopted a policy on contaminated land. This policy will restrict development of land which is affected by contamination, which has been used for certain purposes, in respect of which there is not sufficient information about contamination, which is proposed to be used for certain purposes, or in other circumstances outlined in the policy.

---

## 8. Flood related development controls

---

### A. Flood controls on certain residential development

The land IS NOT subject to flood related development controls for development 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 seniors housing).

### B. Flood controls on other development

The land IS NOT subject to flood related development controls for development for any purpose (other than development referred to in item 8A above).

---

## 9. Land reserved for acquisition

---

No environmental planning instrument or proposed environmental planning instrument referred to in item 1A, 1B, 1D or 1E of this certificate applies to this land that provides for the acquisition of the land by a public authority as referred to in Section 27 of the *Environmental Planning and Assessment Act 1979*, unless otherwise stated within this certificate.

---

## 10. Contributions Plans

---

The Clarence Valley Contributions Plan 2011 applies to the land. It identifies contributions for open space and community facilities applicable to residential development and a Section 10.7A levy for all other development.

In accordance with the above Contributions Plan/s, Council may require, as a condition of consent for certain developments, that works be carried out or contributions be paid towards the provision of works, services or amenities. Applicants intending to carry out developments should make their own enquiries regarding such possible contributions. In some cases, the Council may not be able to determine the exact requirements for works or contributions until a development application has been lodged and assessed.

---

## 11. Biodiversity Certified Land

---

The land is NOT biodiversity certified land (within the meaning of Part 7AA of the *Threatened Species Conservation Act 1995*), unless otherwise stated in this certificate.

---

## 12. Biodiversity stewardship sites

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The land is NOT a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*, unless otherwise stated in this certificate.

---

## 12A Native Vegetation Clearing Set Asides

---

The land is NOT a set aside area under section 60ZC of the *Local Land Services Act 2013*, unless otherwise stated in this certificate.

---

## 13. Matters arising under the Contaminated Land Management Act 1997 (CLM Act)

---

Note: The following advice is required by section 59 (2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate.

The land is NOT within land declared to be significantly contaminated land, subject to a management order, subject of an approved voluntary management proposal, subject of an ongoing maintenance order or subject to a site audit statement within the meaning of the Contaminated Land Management Act 1997, unless otherwise stated within this certificate.

---

## 14. Bushfire prone land

---

The subject land is indicated on Council's Bush Fire Prone Land Map AS BEING bush fire prone land.

---

## 15. Property vegetation plans

---

Council HAS been notified that a property vegetation plan (PVP) approved under Part 4 of the *Native Vegetation Act 2003* (and that continues in force) applies to the land. Interested persons are advised to contact NSW Environment Protection Authority, Private Native Forestry Section on phone (02) 6640 2555 for details of how this plan applies to the subject land.

---

## **16. Orders under Tree (Disputes Between Neighbours) Act 2006**

---

Council has NOT been notified of an order made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land.

---

## **17. Directions under Part 3A**

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There is NO direction, issued by the Minister for Planning, in force under the now repealed section 75P(2)(c1) of the Act to the effect 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 *Environmental Planning and Assessment Act 1979* does not have effect.

---

## **18. Site compatibility certificates and conditions for seniors housing**

---

Note: Text for the *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004* can be downloaded from the NSW Government website – [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au).

### **A. Site Compatibility Certificate**

There is NO current site compatibility certificate issued under clause 25 of *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004* in respect of proposed development on the land, unless otherwise stated within this certificate.

### **B. Conditions for seniors housing**

No condition of a consent to a development application granted after 11 October 2007 in respect of the land has been granted containing a statement setting out any terms of a kind referred to in clause 18(2) of *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004*, unless otherwise stated within this certificate.

---

## **19. Site compatibility certificates for infrastructure**

---

Note: Text for the *State Environmental Planning Policy (Infrastructure) 2007* can be downloaded from the NSW Government website – [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au).

There is NO current site compatibility certificate issued under clause 19 of *State Environmental Planning Policy (Infrastructure) 2007* in respect of proposed development on the land, unless otherwise stated within this certificate.

---

## **20. Site compatibility certificates and conditions for affordable rental housing**

---

Note: Text for the *State Environmental Planning Policy (Affordable Rental Housing) 2009* can be downloaded from the NSW Government website – [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au).

### **A. Site Compatibility Certificate**

There is NO current site compatibility certificate (affordable rental housing) issued under *State Environmental Planning Policy (Affordable Rental Housing) 2009* in respect of proposed development on the land, unless otherwise stated within this certificate.

## **B. Conditions for affordable rental housing**

No condition of a consent to a development application in respect of the land has been granted containing a statement setting out any terms of a kind referred to in clause 17(1) or 37(1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009*, unless otherwise stated within this certificate.

---

### **21. Paper subdivision information**

---

The land is NOT subject 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 pursuant to Part 16C of the *Environmental Planning and Assessment Regulation 2000*.

---

### **22. Site verification certificates**

---

The land is NOT subject of a current site verification certificate that sets out the Director-General'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*, unless otherwise stated within this certificate.

---

### **23. Loose-fill asbestos insulation**

---

The land is NOT occupied by any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act 1989) that is listed on the register that is required to be maintained under that Division.

---

### **24. Affected building notices and building product rectification orders**

---

Council is NOT aware of any affected building notice (within the meaning of the Building Products (Safety) Act 2017) or building product rectification order that is in force in respect of the land.

---

### **25. Other Advice Issued by Council**

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*The following additional advices are issued by Council in good faith pursuant to Section 10.7 (5) of the Environmental Planning and Assessment Act, 1979.*

---

#### **Development Servicing Plans**

Council's Development Servicing Plans for Water Supply and Sewerage Services apply in those areas serviced by a Council water supply scheme and sewerage scheme respectively. Enquiries as to whether the land the subject to this certificate is within a water supply or sewerage scheme area should be directed to Council's Water Cycle Section.

#### **Water and Sewer Connection**

*Properties which consist of more than one lot for ratings purposes, and pay a single sewer and/or water access charge, are entitled to a single water and/or sewer connection. If additional water and/or sewer connections are required (for example when lots are sold separately) then the appropriate fee in Council's Fees and Charges, including a capital contribution, is applicable for any new connections.*

*If the property is a vacant lot, or is charged a water vacant and/or sewer vacant charge, please contact Council's Water Cycle section to determine the appropriate connection fee.*

---

Copies of relevant documents referred to in this Certificate may be available on request from Council, or by visiting its website at [www.clarence.nsw.gov.au](http://www.clarence.nsw.gov.au). Text for legislation referred to in this Certificate can be downloaded from the NSW Government website – [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au).

**SECTION 10.7(5)**

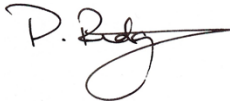
On application to Council and the payment of the prescribed fee, advice is provided pursuant to Section 149(5) on such other relevant matters, affecting the land, of which Council may be aware.

**PLEASE NOTE:**

The Environmental Planning and Assessment Amendment Act 1997 commenced operation on 1 July 1998. As a consequence of this Act the information contained in this certificate needs to be read in conjunction with the provisions of the Environmental Planning and Assessment (Amendment) Regulation 1998, Environmental Planning and Assessment (Further Amendment) Regulation 1998 and Environmental Planning and Assessment (Savings and Transitional) Regulation 1998.

***Disclaimer***

*This certificate contains information provided to Clarence Valley Council by third parties and is as current as the latest information available to Council at the time of production of this document. Council does not warrant the accuracy of the information contained within the information provided by third parties and has not independently verified the information. Please contact Council staff on 6643 0200 should you wish to obtain a listing of the information provided by third parties that has been relied upon in the production of this document. It is strongly recommended that you contact the relevant third parties to confirm the accuracy of the information.*



.....  
For and on behalf of the  
GENERAL MANAGER



Gallagher Solicitors Pty Ltd  
PO Box 17  
GRAFTON NSW 2460

**Date of Issue:** 21 August 2020  
**Certificate No:** PLAN2020/1753  
**Your Ref:** 201357  
**Receipt Details:** 839765 20/08/2020 \$53.00

**Property Number:** 125497  
**Property Address:** 225 Wongabri Road JACKADGERY NSW 2460  
**Legal Description:** Lot 197 DP 753524  
**Owner:** Robert Richard Davey

## PLANNING CERTIFICATE

Issued under Section 10.7(2) of the Environmental Planning and Assessment Act, 1979

Note: the information provided in sections 1 to 19 below is provided under section 10.7(2) of the Environmental Planning and Assessment Act 1979

### 1. Relevant planning instruments and development control plans

Text and zoning maps for the relevant local environmental plan/s and development control plan/s can be downloaded from Councils website – [www.clarence.nsw.gov.au](http://www.clarence.nsw.gov.au). Text for the relevant local environmental plan/s can be downloaded from the NSW Government website – [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au).

#### A. Local Environmental Plans

**Clarence Valley Local Environmental Plan 2011** applies to the land.

#### Zone E3 Environmental Management

##### 1 Objectives of zone

- To protect, manage and restore areas with special ecological, scientific, cultural or aesthetic values.
- To provide for a limited range of development that does not have an adverse effect on those values.
- To prevent inappropriate development in geologically hazardous areas so as to minimise erosion and other adverse impacts on escarpment areas.
- To ensure that development does not unreasonably increase the demand for public services or public facilities.
- To ensure development is not adversely impacted by environmental hazards.
- To protect prominent hillsides, ridgelines, other major natural features, riparian areas and water catchment areas.

## **2 Permitted without consent**

Extensive agriculture; Home-based child care; Home occupations; Home occupations (sex services).

## **3 Permitted with consent**

Animal boarding or training establishments; Bed and breakfast accommodation; Camping grounds; Caravan parks; Dual occupancies (attached); Dwelling houses; Eco-tourist facilities; Emergency services facilities; Environmental facilities; Environmental protection works; Farm buildings; Farm stay accommodation; Flood mitigation works; Forestry; Home businesses; Home industries; Oyster aquaculture; Pond-based aquaculture; Recreation areas; Roads.

## **4 Prohibited**

Industries; Multi dwelling housing; Residential flat buildings; Retail premises; Seniors housing; Service stations; Warehouse or distribution centres; Any other development not specified in item 2 or 3.

## **B. Proposed local environmental planning instruments**

No proposed local environmental planning instrument applies to the land that has been placed on public exhibition under the *Environmental Planning and Assessment Act 1979*.

## **C. Development Control Plan**

The Clarence Valley Development Control Plan - Development in Environmental Protection, Open Space and Special Use Zones applies to the carrying out of development on the land.

## **D. State Environmental Planning Policies (SEPP)**

Text for the relevant state environmental planning policies can be downloaded from the NSW Government website – [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au).

The land is affected by State Environmental Planning Policies No 21, 30, 33, 36, 44, 50, 55, 62, 64, 65, Housing for Seniors or People with a Disability 2004, Building Sustainability Index (BASIX) 2004, Infrastructure 2007, Mining, Petroleum Production and Extractive Industries 2007, Miscellaneous Consent Provisions 2007, Exempt and Complying Development Codes 2008, Rural Lands 2008, Affordable Rental Housing 2009, State and Regional Development 2011, Integration and Repeals 2016 and Educational Establishments and Child Care Facilities 2017.

The land is affected by State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017.

## **E. Proposed state environmental planning instruments**

There are NO proposed State environmental planning policies that apply to the land that is or has been the subject of community consultation or public exhibition, unless otherwise stated within this certificate.

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## **2. Other relevant local environmental planning provisions**

Note: The following advice is relevant to the local environmental plan/s identified in Section 1A of this Certificate.

### **A. Minimum land dimensions for erection of dwelling house**

The minimum lot size for dwelling purposes as indicated by the Lot Size Map in the Clarence Valley Local Environmental Plan 2011 is 150 hectares.

### **B. Critical habitat**

The subject land is NOT known to include or comprise critical habitat as defined in the *Threatened Species Conservation Act 1995* or Part 7A of the *Fisheries Management Act 1994*.

### **C. Heritage conservation area**

The land is NOT located within a heritage conservation area (however described) under the local environmental planning instrument.

### **D. Item of environmental heritage**

The land does NOT have located on it an item of environmental heritage (however described) under the local environmental planning instrument.

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## **3. Complying development**

Note: Text for the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 can be downloaded from the NSW Government website – [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au).

Notwithstanding the advice in Parts 3A to 3I (inclusive) below, for complying development to occur it must comply with all relevant requirements and other development standards of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Where advice regarding whether or not complying development can occur, under relevant Codes listed at Parts 3A to 3I (inclusive) below, indicates that complying development cannot occur on any part of the subject land then such advice takes precedence over any other advice in the same Part that indicates complying development may be able to occur on part of the subject land.

### **A. General Housing Code**

Complying development under this Code may not be carried out on any part of this land. The land is wholly affected by a biobanking agreement under Part 7A of the *Threatened Species Conservation Act 1995* or a Property Vegetation Plan approved under the *Native Vegetation Act 2003*.

### **B. Rural Housing Code**

Complying development under this Code may not be carried out on any part of this land. The land is wholly affected by a biobanking agreement under Part 7A of the *Threatened Species Conservation Act 1995* or a Property Vegetation Plan approved under the *Native Vegetation Act 2003*.



### **C. Housing Alterations Code**

Complying development under this Code may be carried out on the whole of this land.

### **D. General Development Code**

Complying development under this Code may be carried out on the whole of this land.

### **E. Commercial and Industrial Alterations Code**

Complying development under this Code may be carried out on the whole of this land.

### **F. Commercial and Industrial (New Buildings and Additions) Code**

Complying development under this Code may not be carried out on any part of this land. The land is wholly affected by a biobanking agreement under Part 7A of the *Threatened Species Conservation Act 1995* or a Property Vegetation Plan approved under the *Native Vegetation Act 2003*.

### **G. Subdivisions Code**

Complying development under this Code may be carried out on the whole of this land.

### **H. Demolition Code**

Complying development under this Code may be carried out on the whole of this land.

### **I. Fire Safety Code**

Complying development under this Code may be carried out on the whole of this land.

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## **4 Annual charges for coastal protection services under Local Government Act 1993**

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The owner (or any previous owner) of the land has NOT consented in writing to the land being subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

*[Note. "Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the Local Government Act 1993.]*

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## **5. Mine subsidence**

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The land is NOT proclaimed to be within a mine subsidence district within the meaning of section 15 of the *Mines Subsidence Compensation Act, 1961*.

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## **6. Road widening and road realignment**

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The land is NOT affected by any road widening or road re-alignment under Division 2 of Part 3 of the *Roads Act 1993*, any environmental planning instrument, or any resolution of Council, unless otherwise stated within this certificate.

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## **7. Council and other public authority policies on hazard risk restrictions**

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### **Hazard Risk Restrictions (generally)**

The subject land is NOT affected by a policy adopted by the Council, or by any other public authority and notified to 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), unless otherwise stated within this certificate.

### **Bush Fire Prone Land**

The subject land IS indicated on Council's Bush Fire Prone Land Map AS BEING bush fire prone land.

### **Any Other Risk - Contaminated Land**

Council has adopted a policy on contaminated land. This policy will restrict development of land which is affected by contamination, which has been used for certain purposes, in respect of which there is not sufficient information about contamination, which is proposed to be used for certain purposes, or in other circumstances outlined in the policy.

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## **8. Flood related development controls**

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### **A. Flood controls on certain residential development**

The land IS NOT subject to flood related development controls for development 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 seniors housing).

### **B. Flood controls on other development**

The land IS NOT subject to flood related development controls for development for any purpose (other than development referred to in item 8A above).

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## **9. Land reserved for acquisition**

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No environmental planning instrument or proposed environmental planning instrument referred to in item 1A, 1B, 1D or 1E of this certificate applies to this land that provides for the acquisition of the land by a public authority as referred to in Section 27 of the *Environmental Planning and Assessment Act 1979*, unless otherwise stated within this certificate.

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## **10. Contributions Plans**

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The Clarence Valley Contributions Plan 2011 applies to the land. It identifies contributions for open space and community facilities applicable to residential development and a Section 10.7A levy for all other development.

In accordance with the above Contributions Plan/s, Council may require, as a condition of consent for certain developments, that works be carried out or contributions be paid towards the provision of works, services or amenities. Applicants intending to carry out developments should make their own enquiries regarding such possible contributions. In some cases, the Council may not be able to determine the exact requirements for works or contributions until a development application has been lodged and assessed.

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## **11. Biodiversity Certified Land**

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The land is NOT biodiversity certified land (within the meaning of Part 7AA of the *Threatened Species Conservation Act 1995*), unless otherwise stated in this certificate.

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## **12. Biodiversity stewardship sites**

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The land is NOT a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*, unless otherwise stated in this certificate.

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## **12A Native Vegetation Clearing Set Asides**

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The land is NOT a set aside area under section 60ZC of the *Local Land Services Act 2013*, unless otherwise stated in this certificate.

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## **13. Matters arising under the Contaminated Land Management Act 1997 (CLM Act)**

---

Note: The following advice is required by section 59 (2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate.

The land is NOT within land declared to be significantly contaminated land, subject to a management order, subject of an approved voluntary management proposal, subject of an ongoing maintenance order or subject to a site audit statement within the meaning of the Contaminated Land Management Act 1997, unless otherwise stated within this certificate.

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## **14. Bushfire prone land**

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The subject land is indicated on Council's Bush Fire Prone Land Map AS BEING bush fire prone land.

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## **15. Property vegetation plans**

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Council HAS been notified that a property vegetation plan (PVP) approved under Part 4 of the *Native Vegetation Act 2003* (and that continues in force) applies to the land. Interested persons are advised to contact NSW Environment Protection Authority, Private Native Forestry Section on phone (02) 6640 2555 for details of how this plan applies to the subject land.

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## **16. Orders under Tree (Disputes Between Neighbours) Act 2006**

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Council has NOT been notified of an order made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land.

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## **17. Directions under Part 3A**

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There is NO direction, issued by the Minister for Planning, in force under the now repealed section 75P(2)(c1) of the Act to the effect 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 *Environmental Planning and Assessment Act 1979* does not have effect.

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## **18. Site compatibility certificates and conditions for seniors housing**

Note: Text for the *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004* can be downloaded from the NSW Government website – [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au).

### **A. Site Compatibility Certificate**

There is NO current site compatibility certificate issued under clause 25 of *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004* in respect of proposed development on the land, unless otherwise stated within this certificate.

### **B. Conditions for seniors housing**

No condition of a consent to a development application granted after 11 October 2007 in respect of the land has been granted containing a statement setting out any terms of a kind referred to in clause 18(2) of *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004*, unless otherwise stated within this certificate.

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## **19. Site compatibility certificates for infrastructure**

Note: Text for the *State Environmental Planning Policy (Infrastructure) 2007* can be downloaded from the NSW Government website – [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au).

There is NO current site compatibility certificate issued under clause 19 of *State Environmental Planning Policy (Infrastructure) 2007* in respect of proposed development on the land, unless otherwise stated within this certificate.

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## **20. Site compatibility certificates and conditions for affordable rental housing**

Note: Text for the *State Environmental Planning Policy (Affordable Rental Housing) 2009* can be downloaded from the NSW Government website – [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au).

### **A. Site Compatibility Certificate**

There is NO current site compatibility certificate (affordable rental housing) issued under *State Environmental Planning Policy (Affordable Rental Housing) 2009* in respect of proposed development on the land, unless otherwise stated within this certificate.

### **B. Conditions for affordable rental housing**

No condition of a consent to a development application in respect of the land has been granted containing a statement setting out any terms of a kind referred to in clause 17(1) or 37(1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009*, unless otherwise stated within this certificate.

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## **21. Paper subdivision information**

The land is NOT subject 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 pursuant to Part 16C of the *Environmental Planning and Assessment Regulation 2000*.

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## **22. Site verification certificates**

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The land is NOT subject of a current site verification certificate that sets out the Director-General'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*, unless otherwise stated within this certificate.

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## **23. Loose-fill asbestos insulation**

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The land is NOT occupied by any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act 1989) that is listed on the register that is required to be maintained under that Division.

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## **24. Affected building notices and building product rectification orders**

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Council is NOT aware of any affected building notice (within the meaning of the Building Products (Safety) Act 2017) or building product rectification order that is in force in respect of the land.

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## **25. Other Advice Issued by Council**

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*The following additional advices are issued by Council in good faith pursuant to Section 10.7 (5) of the Environmental Planning and Assessment Act, 1979.*

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### **Development Servicing Plans**

Council's Development Servicing Plans for Water Supply and Sewerage Services apply in those areas serviced by a Council water supply scheme and sewerage scheme respectively. Enquiries as to whether the land the subject to this certificate is within a water supply or sewerage scheme area should be directed to Council's Water Cycle Section.

### **Water and Sewer Connection**

*Properties which consist of more than one lot for ratings purposes, and pay a single sewer and/or water access charge, are entitled to a single water and/or sewer connection. If additional water and/or sewer connections are required (for example when lots are sold separately) then the appropriate fee in Council's Fees and Charges, including a capital contribution, is applicable for any new connections.*

*If the property is a vacant lot, or is charged a water vacant and/or sewer vacant charge, please contact Council's Water Cycle section to determine the appropriate connection fee.*

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**Copies of relevant documents referred to in this Certificate may be available on request from Council, or by visiting its website at [www.clarence.nsw.gov.au](http://www.clarence.nsw.gov.au). Text for legislation referred to in this Certificate can be downloaded from the NSW Government website – [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au).**

### **SECTION 10.7(5)**

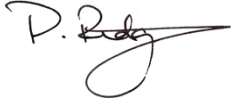
On application to Council and the payment of the prescribed fee, advice is provided pursuant to Section 149(5) on such other relevant matters, affecting the land, of which Council may be aware.

### **PLEASE NOTE:**

The Environmental Planning and Assessment Amendment Act 1997 commenced operation on 1 July 1998. As a consequence of this Act the information contained in this certificate needs to be read in conjunction with the provisions of the Environmental Planning and Assessment (Amendment) Regulation 1998, Environmental Planning and Assessment (Further Amendment) Regulation 1998 and Environmental Planning and Assessment (Savings and Transitional) Regulation 1998.

**Disclaimer**

*This certificate contains information provided to Clarence Valley Council by third parties and is as current as the latest information available to Council at the time of production of this document. Council does not warrant the accuracy of the information contained within the information provided by third parties and has not independently verified the information. Please contact Council staff on 6643 0200 should you wish to obtain a listing of the information provided by third parties that has been relied upon in the production of this document. It is strongly recommended that you contact the relevant third parties to confirm the accuracy of the information.*



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For and on behalf of the  
GENERAL MANAGER



Gallagher Solicitors Pty Ltd  
PO Box 17  
GRAFTON NSW 2460

**Date of Issue:** 21 August 2020  
**Certificate No:** PLAN2020/1749  
**Your Ref:** 201357  
**Receipt Details:** 839765 20/08/2020 \$53.00

**Property Number:** 125497  
**Property Address:** 225 Wongabri Road JACKADGERY NSW 2460  
**Legal Description:** Lot 12 DP 753524  
**Owner:** Robert Richard Davey

## PLANNING CERTIFICATE

Issued under Section 10.7(2) of the Environmental Planning and Assessment Act, 1979

Note: the information provided in sections 1 to 19 below is provided under section 10.7(2) of the Environmental Planning and Assessment Act 1979

### 1. Relevant planning instruments and development control plans

Text and zoning maps for the relevant local environmental plan/s and development control plan/s can be downloaded from Councils website – [www.clarence.nsw.gov.au](http://www.clarence.nsw.gov.au). Text for the relevant local environmental plan/s can be downloaded from the NSW Government website – [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au).

#### A. Local Environmental Plans

**Clarence Valley Local Environmental Plan 2011** applies to the land.

#### Zone E3 Environmental Management

##### 1 Objectives of zone

- To protect, manage and restore areas with special ecological, scientific, cultural or aesthetic values.
- To provide for a limited range of development that does not have an adverse effect on those values.
- To prevent inappropriate development in geologically hazardous areas so as to minimise erosion and other adverse impacts on escarpment areas.
- To ensure that development does not unreasonably increase the demand for public services or public facilities.
- To ensure development is not adversely impacted by environmental hazards.
- To protect prominent hillsides, ridgelines, other major natural features, riparian areas and water catchment areas.

## **2 Permitted without consent**

Extensive agriculture; Home-based child care; Home occupations; Home occupations (sex services).

## **3 Permitted with consent**

Animal boarding or training establishments; Bed and breakfast accommodation; Camping grounds; Caravan parks; Dual occupancies (attached); Dwelling houses; Eco-tourist facilities; Emergency services facilities; Environmental facilities; Environmental protection works; Farm buildings; Farm stay accommodation; Flood mitigation works; Forestry; Home businesses; Home industries; Oyster aquaculture; Pond-based aquaculture; Recreation areas; Roads.

## **4 Prohibited**

Industries; Multi dwelling housing; Residential flat buildings; Retail premises; Seniors housing; Service stations; Warehouse or distribution centres; Any other development not specified in item 2 or 3.

## **B. Proposed local environmental planning instruments**

No proposed local environmental planning instrument applies to the land that has been placed on public exhibition under the *Environmental Planning and Assessment Act 1979*.

## **C. Development Control Plan**

The Clarence Valley Development Control Plan - Development in Environmental Protection, Open Space and Special Use Zones applies to the carrying out of development on the land.

## **D. State Environmental Planning Policies (SEPP)**

Text for the relevant state environmental planning policies can be downloaded from the NSW Government website – [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au).

The land is affected by State Environmental Planning Policies No 21, 30, 33, 36, 44, 50, 55, 62, 64, 65, Housing for Seniors or People with a Disability 2004, Building Sustainability Index (BASIX) 2004, Infrastructure 2007, Mining, Petroleum Production and Extractive Industries 2007, Miscellaneous Consent Provisions 2007, Exempt and Complying Development Codes 2008, Rural Lands 2008, Affordable Rental Housing 2009, State and Regional Development 2011, Integration and Repeals 2016 and Educational Establishments and Child Care Facilities 2017.

The land is affected by State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017.

## **E. Proposed state environmental planning instruments**

There are NO proposed State environmental planning policies that apply to the land that is or has been the subject of community consultation or public exhibition, unless otherwise stated within this certificate.



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## **2. Other relevant local environmental planning provisions**

Note: The following advice is relevant to the local environmental plan/s identified in Section 1A of this Certificate.

### **A. Minimum land dimensions for erection of dwelling house**

The minimum lot size for dwelling purposes as indicated by the Lot Size Map in the Clarence Valley Local Environmental Plan 2011 is 150 hectares.

### **B. Critical habitat**

The subject land is NOT known to include or comprise critical habitat as defined in the *Threatened Species Conservation Act 1995* or Part 7A of the *Fisheries Management Act 1994*.

### **C. Heritage conservation area**

The land is NOT located within a heritage conservation area (however described) under the local environmental planning instrument.

### **D. Item of environmental heritage**

The land does NOT have located on it an item of environmental heritage (however described) under the local environmental planning instrument.

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## **3. Complying development**

Note: Text for the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 can be downloaded from the NSW Government website – [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au).

Notwithstanding the advice in Parts 3A to 3I (inclusive) below, for complying development to occur it must comply with all relevant requirements and other development standards of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Where advice regarding whether or not complying development can occur, under relevant Codes listed at Parts 3A to 3I (inclusive) below, indicates that complying development cannot occur on any part of the subject land then such advice takes precedence over any other advice in the same Part that indicates complying development may be able to occur on part of the subject land.

### **A. General Housing Code**

Complying development under this Code may not be carried out on any part of this land. The land is wholly affected by a biobanking agreement under Part 7A of the *Threatened Species Conservation Act 1995* or a Property Vegetation Plan approved under the *Native Vegetation Act 2003*.

### **B. Rural Housing Code**

Complying development under this Code may not be carried out on any part of this land. The land is wholly affected by a biobanking agreement under Part 7A of the *Threatened Species Conservation Act 1995* or a Property Vegetation Plan approved under the *Native Vegetation Act 2003*.

### **C. Housing Alterations Code**

Complying development under this Code may be carried out on the whole of this land.

### **D. General Development Code**

Complying development under this Code may be carried out on the whole of this land.

### **E. Commercial and Industrial Alterations Code**

Complying development under this Code may be carried out on the whole of this land.

### **F. Commercial and Industrial (New Buildings and Additions) Code**

Complying development under this Code may not be carried out on any part of this land. The land is wholly affected by a biobanking agreement under Part 7A of the *Threatened Species Conservation Act 1995* or a Property Vegetation Plan approved under the *Native Vegetation Act 2003*.

### **G. Subdivisions Code**

Complying development under this Code may be carried out on the whole of this land.

### **H. Demolition Code**

Complying development under this Code may be carried out on the whole of this land.

### **I. Fire Safety Code**

Complying development under this Code may be carried out on the whole of this land.

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## **4 Annual charges for coastal protection services under Local Government Act 1993**

---

The owner (or any previous owner) of the land has NOT consented in writing to the land being subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

*[Note. "Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the Local Government Act 1993.]*

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## **5. Mine subsidence**

---

The land is NOT proclaimed to be within a mine subsidence district within the meaning of section 15 of the *Mines Subsidence Compensation Act, 1961*.

---

## **6. Road widening and road realignment**

---

The land is NOT affected by any road widening or road re-alignment under Division 2 of Part 3 of the *Roads Act 1993*, any environmental planning instrument, or any resolution of Council, unless otherwise stated within this certificate.

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## **7. Council and other public authority policies on hazard risk restrictions**

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### **Hazard Risk Restrictions (generally)**

The subject land is NOT affected by a policy adopted by the Council, or by any other public authority and notified to 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), unless otherwise stated within this certificate.

### **Bush Fire Prone Land**

The subject land IS indicated on Council's Bush Fire Prone Land Map AS BEING bush fire prone land.

### **Any Other Risk - Contaminated Land**

Council has adopted a policy on contaminated land. This policy will restrict development of land which is affected by contamination, which has been used for certain purposes, in respect of which there is not sufficient information about contamination, which is proposed to be used for certain purposes, or in other circumstances outlined in the policy.

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## **8. Flood related development controls**

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### **A. Flood controls on certain residential development**

The land IS NOT subject to flood related development controls for development 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 seniors housing).

### **B. Flood controls on other development**

The land IS NOT subject to flood related development controls for development for any purpose (other than development referred to in item 8A above).

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## **9. Land reserved for acquisition**

---

No environmental planning instrument or proposed environmental planning instrument referred to in item 1A, 1B, 1D or 1E of this certificate applies to this land that provides for the acquisition of the land by a public authority as referred to in Section 27 of the *Environmental Planning and Assessment Act 1979*, unless otherwise stated within this certificate.

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## **10. Contributions Plans**

---

The Clarence Valley Contributions Plan 2011 applies to the land. It identifies contributions for open space and community facilities applicable to residential development and a Section 10.7A levy for all other development.

In accordance with the above Contributions Plan/s, Council may require, as a condition of consent for certain developments, that works be carried out or contributions be paid towards the provision of works, services or amenities. Applicants intending to carry out developments should make their own enquiries regarding such possible contributions. In some cases, the Council may not be able to determine the exact requirements for works or contributions until a development application has been lodged and assessed.

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## **11. Biodiversity Certified Land**

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The land is NOT biodiversity certified land (within the meaning of Part 7AA of the *Threatened Species Conservation Act 1995*), unless otherwise stated in this certificate.

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## **12. Biodiversity stewardship sites**

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The land is NOT a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*, unless otherwise stated in this certificate.

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## **12A Native Vegetation Clearing Set Asides**

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The land is NOT a set aside area under section 60ZC of the *Local Land Services Act 2013*, unless otherwise stated in this certificate.

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## **13. Matters arising under the Contaminated Land Management Act 1997 (CLM Act)**

---

Note: The following advice is required by section 59 (2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate.

The land is NOT within land declared to be significantly contaminated land, subject to a management order, subject of an approved voluntary management proposal, subject of an ongoing maintenance order or subject to a site audit statement within the meaning of the Contaminated Land Management Act 1997, unless otherwise stated within this certificate.

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## **14. Bushfire prone land**

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The subject land is indicated on Council's Bush Fire Prone Land Map AS BEING bush fire prone land.

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## **15. Property vegetation plans**

---

Council HAS been notified that a property vegetation plan (PVP) approved under Part 4 of the *Native Vegetation Act 2003* (and that continues in force) applies to the land. Interested persons are advised to contact NSW Environment Protection Authority, Private Native Forestry Section on phone (02) 6640 2555 for details of how this plan applies to the subject land.

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## **16. Orders under Tree (Disputes Between Neighbours) Act 2006**

---

Council has NOT been notified of an order made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land.

---

## **17. Directions under Part 3A**

---

There is NO direction, issued by the Minister for Planning, in force under the now repealed section 75P(2)(c1) of the Act to the effect 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 *Environmental Planning and Assessment Act 1979* does not have effect.

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## **18. Site compatibility certificates and conditions for seniors housing**

Note: Text for the *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004* can be downloaded from the NSW Government website – [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au).

### **A. Site Compatibility Certificate**

There is NO current site compatibility certificate issued under clause 25 of *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004* in respect of proposed development on the land, unless otherwise stated within this certificate.

### **B. Conditions for seniors housing**

No condition of a consent to a development application granted after 11 October 2007 in respect of the land has been granted containing a statement setting out any terms of a kind referred to in clause 18(2) of *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004*, unless otherwise stated within this certificate.

---

## **19. Site compatibility certificates for infrastructure**

Note: Text for the *State Environmental Planning Policy (Infrastructure) 2007* can be downloaded from the NSW Government website – [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au).

There is NO current site compatibility certificate issued under clause 19 of *State Environmental Planning Policy (Infrastructure) 2007* in respect of proposed development on the land, unless otherwise stated within this certificate.

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## **20. Site compatibility certificates and conditions for affordable rental housing**

Note: Text for the *State Environmental Planning Policy (Affordable Rental Housing) 2009* can be downloaded from the NSW Government website – [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au).

### **A. Site Compatibility Certificate**

There is NO current site compatibility certificate (affordable rental housing) issued under *State Environmental Planning Policy (Affordable Rental Housing) 2009* in respect of proposed development on the land, unless otherwise stated within this certificate.

### **B. Conditions for affordable rental housing**

No condition of a consent to a development application in respect of the land has been granted containing a statement setting out any terms of a kind referred to in clause 17(1) or 37(1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009*, unless otherwise stated within this certificate.

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## **21. Paper subdivision information**

The land is NOT subject 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 pursuant to Part 16C of the *Environmental Planning and Assessment Regulation 2000*.

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## 22. Site verification certificates

---

The land is NOT subject of a current site verification certificate that sets out the Director-General'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*, unless otherwise stated within this certificate.

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## 23. Loose-fill asbestos insulation

---

The land is NOT occupied by any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act 1989) that is listed on the register that is required to be maintained under that Division.

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## 24. Affected building notices and building product rectification orders

---

Council is NOT aware of any affected building notice (within the meaning of the Building Products (Safety) Act 2017) or building product rectification order that is in force in respect of the land.

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## 25. Other Advice Issued by Council

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*The following additional advices are issued by Council in good faith pursuant to Section 10.7 (5) of the Environmental Planning and Assessment Act, 1979.*

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### Development Servicing Plans

Council's Development Servicing Plans for Water Supply and Sewerage Services apply in those areas serviced by a Council water supply scheme and sewerage scheme respectively. Enquiries as to whether the land the subject to this certificate is within a water supply or sewerage scheme area should be directed to Council's Water Cycle Section.

### Water and Sewer Connection

*Properties which consist of more than one lot for ratings purposes, and pay a single sewer and/or water access charge, are entitled to a single water and/or sewer connection. If additional water and/or sewer connections are required (for example when lots are sold separately) then the appropriate fee in Council's Fees and Charges, including a capital contribution, is applicable for any new connections.*

*If the property is a vacant lot, or is charged a water vacant and/or sewer vacant charge, please contact Council's Water Cycle section to determine the appropriate connection fee.*

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**Copies of relevant documents referred to in this Certificate may be available on request from Council, or by visiting its website at [www.clarence.nsw.gov.au](http://www.clarence.nsw.gov.au). Text for legislation referred to in this Certificate can be downloaded from the NSW Government website – [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au).**

### SECTION 10.7(5)


On application to Council and the payment of the prescribed fee, advice is provided pursuant to Section 149(5) on such other relevant matters, affecting the land, of which Council may be aware.

### PLEASE NOTE:

The Environmental Planning and Assessment Amendment Act 1997 commenced operation on 1 July 1998. As a consequence of this Act the information contained in this certificate needs to be read in conjunction with the provisions of the Environmental Planning and Assessment (Amendment) Regulation 1998, Environmental Planning and Assessment (Further Amendment) Regulation 1998 and Environmental Planning and Assessment (Savings and Transitional) Regulation 1998.

**Disclaimer**

*This certificate contains information provided to Clarence Valley Council by third parties and is as current as the latest information available to Council at the time of production of this document. Council does not warrant the accuracy of the information contained within the information provided by third parties and has not independently verified the information. Please contact Council staff on 6643 0200 should you wish to obtain a listing of the information provided by third parties that has been relied upon in the production of this document. It is strongly recommended that you contact the relevant third parties to confirm the accuracy of the information.*



.....  
For and on behalf of the  
GENERAL MANAGER



Gallagher Solicitors Pty Ltd  
PO Box 17  
GRAFTON NSW 2460

**Date of Issue:** 21 August 2020  
**Certificate No:** PLAN2020/1750  
**Your Ref:** 201357  
**Receipt Details:** 839765 20/08/2020 \$53.00

**Property Number:** 125497  
**Property Address:** 225 Wongabri Road JACKADGERY NSW 2460  
**Legal Description:** Lot 13 DP 753524  
**Owner:** Robert Richard Davey

## PLANNING CERTIFICATE

Issued under Section 10.7(2) of the Environmental Planning and Assessment Act, 1979

Note: the information provided in sections 1 to 19 below is provided under section 10.7(2) of the Environmental Planning and Assessment Act 1979

### 1. Relevant planning instruments and development control plans

Text and zoning maps for the relevant local environmental plan/s and development control plan/s can be downloaded from Councils website – [www.clarence.nsw.gov.au](http://www.clarence.nsw.gov.au). Text for the relevant local environmental plan/s can be downloaded from the NSW Government website – [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au).

#### A. Local Environmental Plans

**Clarence Valley Local Environmental Plan 2011** applies to the land.

#### Zone E3 Environmental Management

##### 1 Objectives of zone

- To protect, manage and restore areas with special ecological, scientific, cultural or aesthetic values.
- To provide for a limited range of development that does not have an adverse effect on those values.
- To prevent inappropriate development in geologically hazardous areas so as to minimise erosion and other adverse impacts on escarpment areas.
- To ensure that development does not unreasonably increase the demand for public services or public facilities.
- To ensure development is not adversely impacted by environmental hazards.
- To protect prominent hillsides, ridgelines, other major natural features, riparian areas and water catchment areas.



## **2 Permitted without consent**

Extensive agriculture; Home-based child care; Home occupations; Home occupations (sex services).

## **3 Permitted with consent**

Animal boarding or training establishments; Bed and breakfast accommodation; Camping grounds; Caravan parks; Dual occupancies (attached); Dwelling houses; Eco-tourist facilities; Emergency services facilities; Environmental facilities; Environmental protection works; Farm buildings; Farm stay accommodation; Flood mitigation works; Forestry; Home businesses; Home industries; Oyster aquaculture; Pond-based aquaculture; Recreation areas; Roads.

## **4 Prohibited**

Industries; Multi dwelling housing; Residential flat buildings; Retail premises; Seniors housing; Service stations; Warehouse or distribution centres; Any other development not specified in item 2 or 3.

## **B. Proposed local environmental planning instruments**

No proposed local environmental planning instrument applies to the land that has been placed on public exhibition under the *Environmental Planning and Assessment Act 1979*.

## **C. Development Control Plan**

The Clarence Valley Development Control Plan - Development in Environmental Protection, Open Space and Special Use Zones applies to the carrying out of development on the land.

## **D. State Environmental Planning Policies (SEPP)**

Text for the relevant state environmental planning policies can be downloaded from the NSW Government website – [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au).

The land is affected by State Environmental Planning Policies No 21, 30, 33, 36, 44, 50, 55, 62, 64, 65, Housing for Seniors or People with a Disability 2004, Building Sustainability Index (BASIX) 2004, Infrastructure 2007, Mining, Petroleum Production and Extractive Industries 2007, Miscellaneous Consent Provisions 2007, Exempt and Complying Development Codes 2008, Rural Lands 2008, Affordable Rental Housing 2009, State and Regional Development 2011, Integration and Repeals 2016 and Educational Establishments and Child Care Facilities 2017.

The land is affected by State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017.

## **E. Proposed state environmental planning instruments**

There are NO proposed State environmental planning policies that apply to the land that is or has been the subject of community consultation or public exhibition, unless otherwise stated within this certificate.

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## **2. Other relevant local environmental planning provisions**

Note: The following advice is relevant to the local environmental plan/s identified in Section 1A of this Certificate.

### **A. Minimum land dimensions for erection of dwelling house**

The minimum lot size for dwelling purposes as indicated by the Lot Size Map in the Clarence Valley Local Environmental Plan 2011 is 150 hectares.

### **B. Critical habitat**

The subject land is NOT known to include or comprise critical habitat as defined in the *Threatened Species Conservation Act 1995* or Part 7A of the *Fisheries Management Act 1994*.

### **C. Heritage conservation area**

The land is NOT located within a heritage conservation area (however described) under the local environmental planning instrument.

### **D. Item of environmental heritage**

The land does NOT have located on it an item of environmental heritage (however described) under the local environmental planning instrument.

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## **3. Complying development**

Note: Text for the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 can be downloaded from the NSW Government website – [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au).

Notwithstanding the advice in Parts 3A to 3I (inclusive) below, for complying development to occur it must comply with all relevant requirements and other development standards of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Where advice regarding whether or not complying development can occur, under relevant Codes listed at Parts 3A to 3I (inclusive) below, indicates that complying development cannot occur on any part of the subject land then such advice takes precedence over any other advice in the same Part that indicates complying development may be able to occur on part of the subject land.

### **A. General Housing Code**

Complying development under this Code may not be carried out on any part of this land. The land is wholly affected by a biobanking agreement under Part 7A of the *Threatened Species Conservation Act 1995* or a Property Vegetation Plan approved under the *Native Vegetation Act 2003*.

### **B. Rural Housing Code**

Complying development under this Code may not be carried out on any part of this land. The land is wholly affected by a biobanking agreement under Part 7A of the *Threatened Species Conservation Act 1995* or a Property Vegetation Plan approved under the *Native Vegetation Act 2003*.

### **C. Housing Alterations Code**

Complying development under this Code may be carried out on the whole of this land.

### **D. General Development Code**

Complying development under this Code may be carried out on the whole of this land.

### **E. Commercial and Industrial Alterations Code**

Complying development under this Code may be carried out on the whole of this land.

### **F. Commercial and Industrial (New Buildings and Additions) Code**

Complying development under this Code may not be carried out on any part of this land. The land is wholly affected by a biobanking agreement under Part 7A of the *Threatened Species Conservation Act 1995* or a Property Vegetation Plan approved under the *Native Vegetation Act 2003*.

### **G. Subdivisions Code**

Complying development under this Code may be carried out on the whole of this land.

### **H. Demolition Code**

Complying development under this Code may be carried out on the whole of this land.

### **I. Fire Safety Code**

Complying development under this Code may be carried out on the whole of this land.

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## **4 Annual charges for coastal protection services under Local Government Act 1993**

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The owner (or any previous owner) of the land has NOT consented in writing to the land being subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

*[Note. "Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the Local Government Act 1993.]*

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## **5. Mine subsidence**

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The land is NOT proclaimed to be within a mine subsidence district within the meaning of section 15 of the *Mines Subsidence Compensation Act, 1961*.

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## **6. Road widening and road realignment**

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The land is NOT affected by any road widening or road re-alignment under Division 2 of Part 3 of the *Roads Act 1993*, any environmental planning instrument, or any resolution of Council, unless otherwise stated within this certificate.

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## 7. Council and other public authority policies on hazard risk restrictions

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### **Hazard Risk Restrictions (generally)**

The subject land is NOT affected by a policy adopted by the Council, or by any other public authority and notified to 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), unless otherwise stated within this certificate.

### **Bush Fire Prone Land**

The subject land IS indicated on Council's Bush Fire Prone Land Map AS BEING bush fire prone land.

### **Any Other Risk - Contaminated Land**

Council has adopted a policy on contaminated land. This policy will restrict development of land which is affected by contamination, which has been used for certain purposes, in respect of which there is not sufficient information about contamination, which is proposed to be used for certain purposes, or in other circumstances outlined in the policy.

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## 8. Flood related development controls

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### **A. Flood controls on certain residential development**

The land IS NOT subject to flood related development controls for development 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 seniors housing).

### **B. Flood controls on other development**

The land IS NOT subject to flood related development controls for development for any purpose (other than development referred to in item 8A above).

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## 9. Land reserved for acquisition

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No environmental planning instrument or proposed environmental planning instrument referred to in item 1A, 1B, 1D or 1E of this certificate applies to this land that provides for the acquisition of the land by a public authority as referred to in Section 27 of the *Environmental Planning and Assessment Act 1979*, unless otherwise stated within this certificate.

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## 10. Contributions Plans

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The Clarence Valley Contributions Plan 2011 applies to the land. It identifies contributions for open space and community facilities applicable to residential development and a Section 10.7A levy for all other development.

In accordance with the above Contributions Plan/s, Council may require, as a condition of consent for certain developments, that works be carried out or contributions be paid towards the provision of works, services or amenities. Applicants intending to carry out developments should make their own enquiries regarding such possible contributions. In some cases, the Council may not be able to determine the exact requirements for works or contributions until a development application has been lodged and assessed.

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## **11. Biodiversity Certified Land**

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The land is NOT biodiversity certified land (within the meaning of Part 7AA of the *Threatened Species Conservation Act 1995*), unless otherwise stated in this certificate.

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## **12. Biodiversity stewardship sites**

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The land is NOT a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*, unless otherwise stated in this certificate.

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## **12A Native Vegetation Clearing Set Asides**

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The land is NOT a set aside area under section 60ZC of the *Local Land Services Act 2013*, unless otherwise stated in this certificate.

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## **13. Matters arising under the Contaminated Land Management Act 1997 (CLM Act)**

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Note: The following advice is required by section 59 (2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate.

The land is NOT within land declared to be significantly contaminated land, subject to a management order, subject of an approved voluntary management proposal, subject of an ongoing maintenance order or subject to a site audit statement within the meaning of the Contaminated Land Management Act 1997, unless otherwise stated within this certificate.

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## **14. Bushfire prone land**

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The subject land is indicated on Council's Bush Fire Prone Land Map AS BEING bush fire prone land.

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## **15. Property vegetation plans**

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Council HAS NOT been notified that a property vegetation plan (PVP) approved under Part 4 of the *Native Vegetation Act 2003* (and that continues in force) applies to the land.

Council HAS been notified that a property vegetation plan (PVP) approved under Part 4 of the *Native Vegetation Act 2003* (and that continues in force) applies to the land. Interested persons are advised to contact NSW Environment Protection Authority, Private Native Forestry Section on phone (02) 6640 2555 for details of how this plan applies to the subject land.

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## **16. Orders under Tree (Disputes Between Neighbours) Act 2006**

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Council has NOT been notified of an order made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land.

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## **17. Directions under Part 3A**

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There is NO direction, issued by the Minister for Planning, in force under the now repealed section 75P(2)(c1) of the Act to the effect 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 *Environmental Planning and Assessment Act 1979* does not have effect.

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## **18. Site compatibility certificates and conditions for seniors housing**

Note: Text for the *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004* can be downloaded from the NSW Government website – [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au).

### **A. Site Compatibility Certificate**

There is NO current site compatibility certificate issued under clause 25 of *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004* in respect of proposed development on the land, unless otherwise stated within this certificate.

### **B. Conditions for seniors housing**

No condition of a consent to a development application granted after 11 October 2007 in respect of the land has been granted containing a statement setting out any terms of a kind referred to in clause 18(2) of *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004*, unless otherwise stated within this certificate.

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## **19. Site compatibility certificates for infrastructure**

Note: Text for the *State Environmental Planning Policy (Infrastructure) 2007* can be downloaded from the NSW Government website – [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au).

There is NO current site compatibility certificate issued under clause 19 of *State Environmental Planning Policy (Infrastructure) 2007* in respect of proposed development on the land, unless otherwise stated within this certificate.

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## **20. Site compatibility certificates and conditions for affordable rental housing**

Note: Text for the *State Environmental Planning Policy (Affordable Rental Housing) 2009* can be downloaded from the NSW Government website – [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au).

### **A. Site Compatibility Certificate**

There is NO current site compatibility certificate (affordable rental housing) issued under *State Environmental Planning Policy (Affordable Rental Housing) 2009* in respect of proposed development on the land, unless otherwise stated within this certificate.

### **B. Conditions for affordable rental housing**

No condition of a consent to a development application in respect of the land has been granted containing a statement setting out any terms of a kind referred to in clause 17(1) or 37(1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009*, unless otherwise stated within this certificate.

---

## **21. Paper subdivision information**

The land is NOT subject 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 pursuant to Part 16C of the *Environmental Planning and Assessment Regulation 2000*.

---

## 22. Site verification certificates

---

The land is NOT subject of a current site verification certificate that sets out the Director-General'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*, unless otherwise stated within this certificate.

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## 23. Loose-fill asbestos insulation

---

The land is NOT occupied by any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act 1989) that is listed on the register that is required to be maintained under that Division.

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## 24. Affected building notices and building product rectification orders

---

Council is NOT aware of any affected building notice (within the meaning of the Building Products (Safety) Act 2017) or building product rectification order that is in force in respect of the land.

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## 25. Other Advice Issued by Council

---

*The following additional advices are issued by Council in good faith pursuant to Section 10.7 (5) of the Environmental Planning and Assessment Act, 1979.*

---

### Development Servicing Plans

Council's Development Servicing Plans for Water Supply and Sewerage Services apply in those areas serviced by a Council water supply scheme and sewerage scheme respectively. Enquiries as to whether the land the subject to this certificate is within a water supply or sewerage scheme area should be directed to Council's Water Cycle Section.

### Water and Sewer Connection

*Properties which consist of more than one lot for ratings purposes, and pay a single sewer and/or water access charge, are entitled to a single water and/or sewer connection. If additional water and/or sewer connections are required (for example when lots are sold separately) then the appropriate fee in Council's Fees and Charges, including a capital contribution, is applicable for any new connections.*

*If the property is a vacant lot, or is charged a water vacant and/or sewer vacant charge, please contact Council's Water Cycle section to determine the appropriate connection fee.*

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**Copies of relevant documents referred to in this Certificate may be available on request from Council, or by visiting its website at [www.clarence.nsw.gov.au](http://www.clarence.nsw.gov.au). Text for legislation referred to in this Certificate can be downloaded from the NSW Government website – [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au).**

### SECTION 10.7(5)

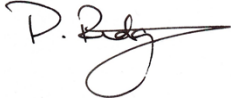
On application to Council and the payment of the prescribed fee, advice is provided pursuant to Section 149(5) on such other relevant matters, affecting the land, of which Council may be aware.

### PLEASE NOTE:

The Environmental Planning and Assessment Amendment Act 1997 commenced operation on 1 July 1998. As a consequence of this Act the information contained in this certificate needs to be read in conjunction with the provisions of the Environmental Planning and Assessment (Amendment) Regulation 1998, Environmental Planning and Assessment (Further Amendment) Regulation 1998 and Environmental Planning and Assessment (Savings and Transitional) Regulation 1998.

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.....  
For and on behalf of the  
GENERAL MANAGER





Gallagher Solicitors Pty Ltd  
PO Box 17  
GRAFTON NSW 2460

**Date of Issue:** 21 August 2020  
**Certificate No:** PLAN2020/1751  
**Your Ref:** 201357  
**Receipt Details:** 839765 20/08/2020 \$53.00

**Property Number:** 125497  
**Property Address:** 225 Wongabri Road JACKADGERY NSW 2460  
**Legal Description:** Lot 14 DP 753524  
**Owner:** Robert Richard Davey

## PLANNING CERTIFICATE

Issued under Section 10.7(2) of the Environmental Planning and Assessment Act, 1979

Note: the information provided in sections 1 to 19 below is provided under section 10.7(2) of the Environmental Planning and Assessment Act 1979

### 1. Relevant planning instruments and development control plans

Text and zoning maps for the relevant local environmental plan/s and development control plan/s can be downloaded from Councils website – [www.clarence.nsw.gov.au](http://www.clarence.nsw.gov.au). Text for the relevant local environmental plan/s can be downloaded from the NSW Government website – [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au).

#### A. Local Environmental Plans

**Clarence Valley Local Environmental Plan 2011** applies to the land.

#### Zone E3 Environmental Management

##### 1 Objectives of zone

- To protect, manage and restore areas with special ecological, scientific, cultural or aesthetic values.
- To provide for a limited range of development that does not have an adverse effect on those values.
- To prevent inappropriate development in geologically hazardous areas so as to minimise erosion and other adverse impacts on escarpment areas.
- To ensure that development does not unreasonably increase the demand for public services or public facilities.
- To ensure development is not adversely impacted by environmental hazards.
- To protect prominent hillsides, ridgelines, other major natural features, riparian areas and water catchment areas.

## **2 Permitted without consent**

Extensive agriculture; Home-based child care; Home occupations; Home occupations (sex services).

## **3 Permitted with consent**

Animal boarding or training establishments; Bed and breakfast accommodation; Camping grounds; Caravan parks; Dual occupancies (attached); Dwelling houses; Eco-tourist facilities; Emergency services facilities; Environmental facilities; Environmental protection works; Farm buildings; Farm stay accommodation; Flood mitigation works; Forestry; Home businesses; Home industries; Oyster aquaculture; Pond-based aquaculture; Recreation areas; Roads.

## **4 Prohibited**

Industries; Multi dwelling housing; Residential flat buildings; Retail premises; Seniors housing; Service stations; Warehouse or distribution centres; Any other development not specified in item 2 or 3.

## **B. Proposed local environmental planning instruments**

No proposed local environmental planning instrument applies to the land that has been placed on public exhibition under the *Environmental Planning and Assessment Act 1979*.

## **C. Development Control Plan**

The Clarence Valley Development Control Plan - Development in Environmental Protection, Open Space and Special Use Zones applies to the carrying out of development on the land.

## **D. State Environmental Planning Policies (SEPP)**

Text for the relevant state environmental planning policies can be downloaded from the NSW Government website – [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au).

The land is affected by State Environmental Planning Policies No 21, 30, 33, 36, 44, 50, 55, 62, 64, 65, Housing for Seniors or People with a Disability 2004, Building Sustainability Index (BASIX) 2004, Infrastructure 2007, Mining, Petroleum Production and Extractive Industries 2007, Miscellaneous Consent Provisions 2007, Exempt and Complying Development Codes 2008, Rural Lands 2008, Affordable Rental Housing 2009, State and Regional Development 2011, Integration and Repeals 2016 and Educational Establishments and Child Care Facilities 2017.

The land is affected by State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017.

## **E. Proposed state environmental planning instruments**

There are NO proposed State environmental planning policies that apply to the land that is or has been the subject of community consultation or public exhibition, unless otherwise stated within this certificate.

---

## 2. Other relevant local environmental planning provisions

---

Note: The following advice is relevant to the local environmental plan/s identified in Section 1A of this Certificate.

### A. Minimum land dimensions for erection of dwelling house

The minimum lot size for dwelling purposes as indicated by the Lot Size Map in the Clarence Valley Local Environmental Plan 2011 is 150 hectares.

### B. Critical habitat

The subject land is NOT known to include or comprise critical habitat as defined in the *Threatened Species Conservation Act 1995* or Part 7A of the *Fisheries Management Act 1994*.

### C. Heritage conservation area

The land is NOT located within a heritage conservation area (however described) under the local environmental planning instrument.

### D. Item of environmental heritage

The land does NOT have located on it an item of environmental heritage (however described) under the local environmental planning instrument.

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## 3. Complying development

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Note: Text for the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 can be downloaded from the NSW Government website – [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au).

Notwithstanding the advice in Parts 3A to 3I (inclusive) below, for complying development to occur it must comply with all relevant requirements and other development standards of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Where advice regarding whether or not complying development can occur, under relevant Codes listed at Parts 3A to 3I (inclusive) below, indicates that complying development cannot occur on any part of the subject land then such advice takes precedence over any other advice in the same Part that indicates complying development may be able to occur on part of the subject land.

### A. General Housing Code

Complying development under this Code may not be carried out on any part of this land. The land is wholly affected by a biobanking agreement under Part 7A of the *Threatened Species Conservation Act 1995* or a Property Vegetation Plan approved under the *Native Vegetation Act 2003*.

### B. Rural Housing Code

Complying development under this Code may not be carried out on any part of this land. The land is wholly affected by a biobanking agreement under Part 7A of the *Threatened Species Conservation Act 1995* or a Property Vegetation Plan approved under the *Native Vegetation Act 2003*.

### **C. Housing Alterations Code**

Complying development under this Code may be carried out on the whole of this land.

### **D. General Development Code**

Complying development under this Code may be carried out on the whole of this land.

### **E. Commercial and Industrial Alterations Code**

Complying development under this Code may be carried out on the whole of this land.

### **F. Commercial and Industrial (New Buildings and Additions) Code**

Complying development under this Code may not be carried out on any part of this land. The land is wholly affected by a biobanking agreement under Part 7A of the *Threatened Species Conservation Act 1995* or a Property Vegetation Plan approved under the *Native Vegetation Act 2003*.

### **G. Subdivisions Code**

Complying development under this Code may be carried out on the whole of this land.

### **H. Demolition Code**

Complying development under this Code may be carried out on the whole of this land.

### **I. Fire Safety Code**

Complying development under this Code may be carried out on the whole of this land.

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## **4 Annual charges for coastal protection services under Local Government Act 1993**

---

The owner (or any previous owner) of the land has NOT consented in writing to the land being subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

*[Note. "Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the Local Government Act 1993.]*

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## **5. Mine subsidence**

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The land is NOT proclaimed to be within a mine subsidence district within the meaning of section 15 of the *Mines Subsidence Compensation Act, 1961*.

---

## **6. Road widening and road realignment**

---

The land is NOT affected by any road widening or road re-alignment under Division 2 of Part 3 of the *Roads Act 1993*, any environmental planning instrument, or any resolution of Council, unless otherwise stated within this certificate.

---

## **7. Council and other public authority policies on hazard risk restrictions**

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### **Hazard Risk Restrictions (generally)**

The subject land is NOT affected by a policy adopted by the Council, or by any other public authority and notified to 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), unless otherwise stated within this certificate.

### **Bush Fire Prone Land**

The subject land IS indicated on Council's Bush Fire Prone Land Map AS BEING bush fire prone land.

### **Any Other Risk - Contaminated Land**

Council has adopted a policy on contaminated land. This policy will restrict development of land which is affected by contamination, which has been used for certain purposes, in respect of which there is not sufficient information about contamination, which is proposed to be used for certain purposes, or in other circumstances outlined in the policy.

---

## **8. Flood related development controls**

---

### **A. Flood controls on certain residential development**

The land IS NOT subject to flood related development controls for development 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 seniors housing).

### **B. Flood controls on other development**

The land IS NOT subject to flood related development controls for development for any purpose (other than development referred to in item 8A above).

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## **9. Land reserved for acquisition**

---

No environmental planning instrument or proposed environmental planning instrument referred to in item 1A, 1B, 1D or 1E of this certificate applies to this land that provides for the acquisition of the land by a public authority as referred to in Section 27 of the *Environmental Planning and Assessment Act 1979*, unless otherwise stated within this certificate.

---

## **10. Contributions Plans**

---

The Clarence Valley Contributions Plan 2011 applies to the land. It identifies contributions for open space and community facilities applicable to residential development and a Section 10.7A levy for all other development.

In accordance with the above Contributions Plan/s, Council may require, as a condition of consent for certain developments, that works be carried out or contributions be paid towards the provision of works, services or amenities. Applicants intending to carry out developments should make their own enquiries regarding such possible contributions. In some cases, the Council may not be able to determine the exact requirements for works or contributions until a development application has been lodged and assessed.

---

## **11. Biodiversity Certified Land**

---

The land is NOT biodiversity certified land (within the meaning of Part 7AA of the *Threatened Species Conservation Act 1995*), unless otherwise stated in this certificate.

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## **12. Biodiversity stewardship sites**

---

The land is NOT a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*, unless otherwise stated in this certificate.

---

## **12A Native Vegetation Clearing Set Asides**

---

The land is NOT a set aside area under section 60ZC of the *Local Land Services Act 2013*, unless otherwise stated in this certificate.

---

## **13. Matters arising under the Contaminated Land Management Act 1997 (CLM Act)**

---

Note: The following advice is required by section 59 (2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate.

The land is NOT within land declared to be significantly contaminated land, subject to a management order, subject of an approved voluntary management proposal, subject of an ongoing maintenance order or subject to a site audit statement within the meaning of the Contaminated Land Management Act 1997, unless otherwise stated within this certificate.

---

## **14. Bushfire prone land**

---

The subject land is indicated on Council's Bush Fire Prone Land Map AS BEING bush fire prone land.

---

## **15. Property vegetation plans**

---

Council HAS been notified that a property vegetation plan (PVP) approved under Part 4 of the *Native Vegetation Act 2003* (and that continues in force) applies to the land. Interested persons are advised to contact NSW Environment Protection Authority, Private Native Forestry Section on phone (02) 6640 2555 for details of how this plan applies to the subject land.

---

## **16. Orders under Tree (Disputes Between Neighbours) Act 2006**

---

Council has NOT been notified of an order made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land.

---

## **17. Directions under Part 3A**

---

There is NO direction, issued by the Minister for Planning, in force under the now repealed section 75P(2)(c1) of the Act to the effect 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 *Environmental Planning and Assessment Act 1979* does not have effect.

---

## **18. Site compatibility certificates and conditions for seniors housing**

Note: Text for the *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004* can be downloaded from the NSW Government website – [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au).

### **A. Site Compatibility Certificate**

There is NO current site compatibility certificate issued under clause 25 of *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004* in respect of proposed development on the land, unless otherwise stated within this certificate.

### **B. Conditions for seniors housing**

No condition of a consent to a development application granted after 11 October 2007 in respect of the land has been granted containing a statement setting out any terms of a kind referred to in clause 18(2) of *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004*, unless otherwise stated within this certificate.

---

## **19. Site compatibility certificates for infrastructure**

Note: Text for the *State Environmental Planning Policy (Infrastructure) 2007* can be downloaded from the NSW Government website – [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au).

There is NO current site compatibility certificate issued under clause 19 of *State Environmental Planning Policy (Infrastructure) 2007* in respect of proposed development on the land, unless otherwise stated within this certificate.

---

## **20. Site compatibility certificates and conditions for affordable rental housing**

Note: Text for the *State Environmental Planning Policy (Affordable Rental Housing) 2009* can be downloaded from the NSW Government website – [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au).

### **A. Site Compatibility Certificate**

There is NO current site compatibility certificate (affordable rental housing) issued under *State Environmental Planning Policy (Affordable Rental Housing) 2009* in respect of proposed development on the land, unless otherwise stated within this certificate.

### **B. Conditions for affordable rental housing**

No condition of a consent to a development application in respect of the land has been granted containing a statement setting out any terms of a kind referred to in clause 17(1) or 37(1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009*, unless otherwise stated within this certificate.

---

## **21. Paper subdivision information**

The land is NOT subject 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 pursuant to Part 16C of the *Environmental Planning and Assessment Regulation 2000*.

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## 22. Site verification certificates

---

The land is NOT subject of a current site verification certificate that sets out the Director-General'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*, unless otherwise stated within this certificate.

---

## 23. Loose-fill asbestos insulation

---

The land is NOT occupied by any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act 1989) that is listed on the register that is required to be maintained under that Division.

---

## 24. Affected building notices and building product rectification orders

---

Council is NOT aware of any affected building notice (within the meaning of the Building Products (Safety) Act 2017) or building product rectification order that is in force in respect of the land.

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## 25. Other Advice Issued by Council

---

*The following additional advices are issued by Council in good faith pursuant to Section 10.7 (5) of the Environmental Planning and Assessment Act, 1979.*

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### Development Servicing Plans

Council's Development Servicing Plans for Water Supply and Sewerage Services apply in those areas serviced by a Council water supply scheme and sewerage scheme respectively. Enquiries as to whether the land the subject to this certificate is within a water supply or sewerage scheme area should be directed to Council's Water Cycle Section.

### Water and Sewer Connection

*Properties which consist of more than one lot for ratings purposes, and pay a single sewer and/or water access charge, are entitled to a single water and/or sewer connection. If additional water and/or sewer connections are required (for example when lots are sold separately) then the appropriate fee in Council's Fees and Charges, including a capital contribution, is applicable for any new connections.*

*If the property is a vacant lot, or is charged a water vacant and/or sewer vacant charge, please contact Council's Water Cycle section to determine the appropriate connection fee.*

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**Copies of relevant documents referred to in this Certificate may be available on request from Council, or by visiting its website at [www.clarence.nsw.gov.au](http://www.clarence.nsw.gov.au). Text for legislation referred to in this Certificate can be downloaded from the NSW Government website – [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au).**

### SECTION 10.7(5)

On application to Council and the payment of the prescribed fee, advice is provided pursuant to Section 149(5) on such other relevant matters, affecting the land, of which Council may be aware.


### PLEASE NOTE:

The Environmental Planning and Assessment Amendment Act 1997 commenced operation on 1 July 1998. As a consequence of this Act the information contained in this certificate needs to be read in conjunction with the provisions of the Environmental Planning and Assessment (Amendment) Regulation 1998, Environmental Planning and Assessment (Further Amendment) Regulation 1998 and Environmental Planning and Assessment (Savings and Transitional) Regulation 1998.



**Disclaimer**

*This certificate contains information provided to Clarence Valley Council by third parties and is as current as the latest information available to Council at the time of production of this document. Council does not warrant the accuracy of the information contained within the information provided by third parties and has not independently verified the information. Please contact Council staff on 6643 0200 should you wish to obtain a listing of the information provided by third parties that has been relied upon in the production of this document. It is strongly recommended that you contact the relevant third parties to confirm the accuracy of the information.*



.....  
For and on behalf of the  
GENERAL MANAGER



Gallagher Solicitors Pty Ltd  
PO Box 17  
GRAFTON NSW 2460

**Date of Issue:** 21 August 2020  
**Certificate No:** PLAN2020/1754  
**Your Ref:** 201357  
**Receipt Details:** 839765 20/08/2020 \$53.00

**Property Number:** 125497  
**Property Address:** 225 Wongabri Road JACKADGERY NSW 2460  
**Legal Description:** Lot 23 DP 753524  
**Owner:** Robert Richard Davey

## PLANNING CERTIFICATE

Issued under Section 10.7(2) of the Environmental Planning and Assessment Act, 1979

Note: the information provided in sections 1 to 19 below is provided under section 10.7(2) of the Environmental Planning and Assessment Act 1979

### 1. Relevant planning instruments and development control plans

Text and zoning maps for the relevant local environmental plan/s and development control plan/s can be downloaded from Councils website – [www.clarence.nsw.gov.au](http://www.clarence.nsw.gov.au). Text for the relevant local environmental plan/s can be downloaded from the NSW Government website – [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au).

#### A. Local Environmental Plans

**Clarence Valley Local Environmental Plan 2011** applies to the land.

#### Zone E3 Environmental Management

##### 1 Objectives of zone

- To protect, manage and restore areas with special ecological, scientific, cultural or aesthetic values.
- To provide for a limited range of development that does not have an adverse effect on those values.
- To prevent inappropriate development in geologically hazardous areas so as to minimise erosion and other adverse impacts on escarpment areas.
- To ensure that development does not unreasonably increase the demand for public services or public facilities.
- To ensure development is not adversely impacted by environmental hazards.
- To protect prominent hillsides, ridgelines, other major natural features, riparian areas and water catchment areas.

## **2 Permitted without consent**

Extensive agriculture; Home-based child care; Home occupations; Home occupations (sex services).

## **3 Permitted with consent**

Animal boarding or training establishments; Bed and breakfast accommodation; Camping grounds; Caravan parks; Dual occupancies (attached); Dwelling houses; Eco-tourist facilities; Emergency services facilities; Environmental facilities; Environmental protection works; Farm buildings; Farm stay accommodation; Flood mitigation works; Forestry; Home businesses; Home industries; Oyster aquaculture; Pond-based aquaculture; Recreation areas; Roads.

## **4 Prohibited**

Industries; Multi dwelling housing; Residential flat buildings; Retail premises; Seniors housing; Service stations; Warehouse or distribution centres; Any other development not specified in item 2 or 3.

## **B. Proposed local environmental planning instruments**

No proposed local environmental planning instrument applies to the land that has been placed on public exhibition under the *Environmental Planning and Assessment Act 1979*.

## **C. Development Control Plan**

The Clarence Valley Development Control Plan - Development in Environmental Protection, Open Space and Special Use Zones applies to the carrying out of development on the land.

## **D. State Environmental Planning Policies (SEPP)**

Text for the relevant state environmental planning policies can be downloaded from the NSW Government website – [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au).

The land is affected by State Environmental Planning Policies No 21, 30, 33, 36, 44, 50, 55, 62, 64, 65, Housing for Seniors or People with a Disability 2004, Building Sustainability Index (BASIX) 2004, Infrastructure 2007, Mining, Petroleum Production and Extractive Industries 2007, Miscellaneous Consent Provisions 2007, Exempt and Complying Development Codes 2008, Rural Lands 2008, Affordable Rental Housing 2009, State and Regional Development 2011, Integration and Repeals 2016 and Educational Establishments and Child Care Facilities 2017.

The land is affected by State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017.

## **E. Proposed state environmental planning instruments**

There are NO proposed State environmental planning policies that apply to the land that is or has been the subject of community consultation or public exhibition, unless otherwise stated within this certificate.

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## **2. Other relevant local environmental planning provisions**

Note: The following advice is relevant to the local environmental plan/s identified in Section 1A of this Certificate.

### **A. Minimum land dimensions for erection of dwelling house**

The minimum lot size for dwelling purposes as indicated by the Lot Size Map in the Clarence Valley Local Environmental Plan 2011 is 150 hectares.

### **B. Critical habitat**

The subject land is NOT known to include or comprise critical habitat as defined in the *Threatened Species Conservation Act 1995* or Part 7A of the *Fisheries Management Act 1994*.

### **C. Heritage conservation area**

The land is NOT located within a heritage conservation area (however described) under the local environmental planning instrument.

### **D. Item of environmental heritage**

The land does NOT have located on it an item of environmental heritage (however described) under the local environmental planning instrument.

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## **3. Complying development**

Note: Text for the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 can be downloaded from the NSW Government website – [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au).

Notwithstanding the advice in Parts 3A to 3I (inclusive) below, for complying development to occur it must comply with all relevant requirements and other development standards of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Where advice regarding whether or not complying development can occur, under relevant Codes listed at Parts 3A to 3I (inclusive) below, indicates that complying development cannot occur on any part of the subject land then such advice takes precedence over any other advice in the same Part that indicates complying development may be able to occur on part of the subject land.

### **A. General Housing Code**

Complying development under this Code may not be carried out on any part of this land. The land is wholly affected by a biobanking agreement under Part 7A of the *Threatened Species Conservation Act 1995* or a Property Vegetation Plan approved under the *Native Vegetation Act 2003*.

### **B. Rural Housing Code**

Complying development under this Code may not be carried out on any part of this land. The land is wholly affected by a biobanking agreement under Part 7A of the *Threatened Species Conservation Act 1995* or a Property Vegetation Plan approved under the *Native Vegetation Act 2003*.

### **C. Housing Alterations Code**

Complying development under this Code may be carried out on the whole of this land.

### **D. General Development Code**

Complying development under this Code may be carried out on the whole of this land.

### **E. Commercial and Industrial Alterations Code**

Complying development under this Code may be carried out on the whole of this land.

### **F. Commercial and Industrial (New Buildings and Additions) Code**

Complying development under this Code may not be carried out on any part of this land. The land is wholly affected by a biobanking agreement under Part 7A of the *Threatened Species Conservation Act 1995* or a Property Vegetation Plan approved under the *Native Vegetation Act 2003*.

### **G. Subdivisions Code**

Complying development under this Code may be carried out on the whole of this land.

### **H. Demolition Code**

Complying development under this Code may be carried out on the whole of this land.

### **I. Fire Safety Code**

Complying development under this Code may be carried out on the whole of this land.

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## **4 Annual charges for coastal protection services under Local Government Act 1993**

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The owner (or any previous owner) of the land has NOT consented in writing to the land being subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

*[Note. "Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the Local Government Act 1993.]*

---

## **5. Mine subsidence**

---

The land is NOT proclaimed to be within a mine subsidence district within the meaning of section 15 of the *Mines Subsidence Compensation Act, 1961*.

---

## **6. Road widening and road realignment**

---

The land is NOT affected by any road widening or road re-alignment under Division 2 of Part 3 of the *Roads Act 1993*, any environmental planning instrument, or any resolution of Council, unless otherwise stated within this certificate.

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## 7. Council and other public authority policies on hazard risk restrictions

---

### **Hazard Risk Restrictions (generally)**

The subject land is NOT affected by a policy adopted by the Council, or by any other public authority and notified to 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), unless otherwise stated within this certificate.

### **Bush Fire Prone Land**

The subject land IS indicated on Council's Bush Fire Prone Land Map AS BEING bush fire prone land.

### **Any Other Risk - Contaminated Land**

Council has adopted a policy on contaminated land. This policy will restrict development of land which is affected by contamination, which has been used for certain purposes, in respect of which there is not sufficient information about contamination, which is proposed to be used for certain purposes, or in other circumstances outlined in the policy.

---

## 8. Flood related development controls

---

### **A. Flood controls on certain residential development**

The land IS NOT subject to flood related development controls for development 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 seniors housing).

### **B. Flood controls on other development**

The land IS NOT subject to flood related development controls for development for any purpose (other than development referred to in item 8A above).

---

## 9. Land reserved for acquisition

---

No environmental planning instrument or proposed environmental planning instrument referred to in item 1A, 1B, 1D or 1E of this certificate applies to this land that provides for the acquisition of the land by a public authority as referred to in Section 27 of the *Environmental Planning and Assessment Act 1979*, unless otherwise stated within this certificate.

---

## 10. Contributions Plans

---

The Clarence Valley Contributions Plan 2011 applies to the land. It identifies contributions for open space and community facilities applicable to residential development and a Section 10.7A levy for all other development.

In accordance with the above Contributions Plan/s, Council may require, as a condition of consent for certain developments, that works be carried out or contributions be paid towards the provision of works, services or amenities. Applicants intending to carry out developments should make their own enquiries regarding such possible contributions. In some cases, the Council may not be able to determine the exact requirements for works or contributions until a development application has been lodged and assessed.

---

## **11. Biodiversity Certified Land**

---

The land is NOT biodiversity certified land (within the meaning of Part 7AA of the *Threatened Species Conservation Act 1995*), unless otherwise stated in this certificate.

---

## **12. Biodiversity stewardship sites**

---

The land is NOT a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*, unless otherwise stated in this certificate.

---

## **12A Native Vegetation Clearing Set Asides**

---

The land is NOT a set aside area under section 60ZC of the *Local Land Services Act 2013*, unless otherwise stated in this certificate.

---

## **13. Matters arising under the Contaminated Land Management Act 1997 (CLM Act)**

---

Note: The following advice is required by section 59 (2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate.

The land is NOT within land declared to be significantly contaminated land, subject to a management order, subject of an approved voluntary management proposal, subject of an ongoing maintenance order or subject to a site audit statement within the meaning of the Contaminated Land Management Act 1997, unless otherwise stated within this certificate.

---

## **14. Bushfire prone land**

---

The subject land is indicated on Council's Bush Fire Prone Land Map AS BEING bush fire prone land.

---

## **15. Property vegetation plans**

---

Council HAS been notified that a property vegetation plan (PVP) approved under Part 4 of the *Native Vegetation Act 2003* (and that continues in force) applies to the land. Interested persons are advised to contact NSW Environment Protection Authority, Private Native Forestry Section on phone (02) 6640 2555 for details of how this plan applies to the subject land.

---

## **16. Orders under Tree (Disputes Between Neighbours) Act 2006**

---

Council has NOT been notified of an order made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land.

---

## **17. Directions under Part 3A**

---

There is NO direction, issued by the Minister for Planning, in force under the now repealed section 75P(2)(c1) of the Act to the effect 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 *Environmental Planning and Assessment Act 1979* does not have effect.

---

## **18. Site compatibility certificates and conditions for seniors housing**

Note: Text for the *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004* can be downloaded from the NSW Government website – [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au).

### **A. Site Compatibility Certificate**

There is NO current site compatibility certificate issued under clause 25 of *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004* in respect of proposed development on the land, unless otherwise stated within this certificate.

### **B. Conditions for seniors housing**

No condition of a consent to a development application granted after 11 October 2007 in respect of the land has been granted containing a statement setting out any terms of a kind referred to in clause 18(2) of *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004*, unless otherwise stated within this certificate.

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## **19. Site compatibility certificates for infrastructure**

Note: Text for the *State Environmental Planning Policy (Infrastructure) 2007* can be downloaded from the NSW Government website – [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au).

There is NO current site compatibility certificate issued under clause 19 of *State Environmental Planning Policy (Infrastructure) 2007* in respect of proposed development on the land, unless otherwise stated within this certificate.

---

## **20. Site compatibility certificates and conditions for affordable rental housing**

Note: Text for the *State Environmental Planning Policy (Affordable Rental Housing) 2009* can be downloaded from the NSW Government website – [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au).

### **A. Site Compatibility Certificate**

There is NO current site compatibility certificate (affordable rental housing) issued under *State Environmental Planning Policy (Affordable Rental Housing) 2009* in respect of proposed development on the land, unless otherwise stated within this certificate.

### **B. Conditions for affordable rental housing**

No condition of a consent to a development application in respect of the land has been granted containing a statement setting out any terms of a kind referred to in clause 17(1) or 37(1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009*, unless otherwise stated within this certificate.

---

## **21. Paper subdivision information**

The land is NOT subject 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 pursuant to Part 16C of the *Environmental Planning and Assessment Regulation 2000*.



---

## 22. Site verification certificates

---

The land is NOT subject of a current site verification certificate that sets out the Director-General'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*, unless otherwise stated within this certificate.

---

## 23. Loose-fill asbestos insulation

---

The land is NOT occupied by any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act 1989) that is listed on the register that is required to be maintained under that Division.

---

## 24. Affected building notices and building product rectification orders

---

Council is NOT aware of any affected building notice (within the meaning of the Building Products (Safety) Act 2017) or building product rectification order that is in force in respect of the land.

---

## 25. Other Advice Issued by Council

---

*The following additional advices are issued by Council in good faith pursuant to Section 10.7 (5) of the Environmental Planning and Assessment Act, 1979.*

---

### Development Servicing Plans

Council's Development Servicing Plans for Water Supply and Sewerage Services apply in those areas serviced by a Council water supply scheme and sewerage scheme respectively. Enquiries as to whether the land the subject to this certificate is within a water supply or sewerage scheme area should be directed to Council's Water Cycle Section.

### Water and Sewer Connection

*Properties which consist of more than one lot for ratings purposes, and pay a single sewer and/or water access charge, are entitled to a single water and/or sewer connection. If additional water and/or sewer connections are required (for example when lots are sold separately) then the appropriate fee in Council's Fees and Charges, including a capital contribution, is applicable for any new connections.*

*If the property is a vacant lot, or is charged a water vacant and/or sewer vacant charge, please contact Council's Water Cycle section to determine the appropriate connection fee.*

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**Copies of relevant documents referred to in this Certificate may be available on request from Council, or by visiting its website at [www.clarence.nsw.gov.au](http://www.clarence.nsw.gov.au). Text for legislation referred to in this Certificate can be downloaded from the NSW Government website – [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au).**

### SECTION 10.7(5)

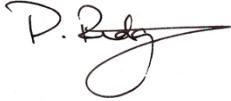
On application to Council and the payment of the prescribed fee, advice is provided pursuant to Section 149(5) on such other relevant matters, affecting the land, of which Council may be aware.

### PLEASE NOTE:

The Environmental Planning and Assessment Amendment Act 1997 commenced operation on 1 July 1998. As a consequence of this Act the information contained in this certificate needs to be read in conjunction with the provisions of the Environmental Planning and Assessment (Amendment) Regulation 1998, Environmental Planning and Assessment (Further Amendment) Regulation 1998 and Environmental Planning and Assessment (Savings and Transitional) Regulation 1998.

**Disclaimer**

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.....  
For and on behalf of the  
GENERAL MANAGER



Gallagher Solicitors Pty Ltd  
PO Box 17  
GRAFTON NSW 2460

**Date of Issue:** 21 August 2020  
**Certificate No:** PLAN2020/1755  
**Your Ref:** 201357  
**Receipt Details:** 839765 20/08/2020 \$53.00

**Property Number:** 125497  
**Property Address:** 225 Wongabri Road JACKADGERY NSW 2460  
**Legal Description:** Lot 40 DP 753524  
**Owner:** Robert Richard Davey

## PLANNING CERTIFICATE

Issued under Section 10.7(2) of the Environmental Planning and Assessment Act, 1979

Note: the information provided in sections 1 to 19 below is provided under section 10.7(2) of the Environmental Planning and Assessment Act 1979

### 1. Relevant planning instruments and development control plans

Text and zoning maps for the relevant local environmental plan/s and development control plan/s can be downloaded from Councils website – [www.clarence.nsw.gov.au](http://www.clarence.nsw.gov.au). Text for the relevant local environmental plan/s can be downloaded from the NSW Government website – [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au).

#### A. Local Environmental Plans

**Clarence Valley Local Environmental Plan 2011** applies to the land.

#### Zone E3 Environmental Management

##### 1 Objectives of zone

- To protect, manage and restore areas with special ecological, scientific, cultural or aesthetic values.
- To provide for a limited range of development that does not have an adverse effect on those values.
- To prevent inappropriate development in geologically hazardous areas so as to minimise erosion and other adverse impacts on escarpment areas.
- To ensure that development does not unreasonably increase the demand for public services or public facilities.
- To ensure development is not adversely impacted by environmental hazards.
- To protect prominent hillsides, ridgelines, other major natural features, riparian areas and water catchment areas.

## **2 Permitted without consent**

Extensive agriculture; Home-based child care; Home occupations; Home occupations (sex services).

## **3 Permitted with consent**

Animal boarding or training establishments; Bed and breakfast accommodation; Camping grounds; Caravan parks; Dual occupancies (attached); Dwelling houses; Eco-tourist facilities; Emergency services facilities; Environmental facilities; Environmental protection works; Farm buildings; Farm stay accommodation; Flood mitigation works; Forestry; Home businesses; Home industries; Oyster aquaculture; Pond-based aquaculture; Recreation areas; Roads.

## **4 Prohibited**

Industries; Multi dwelling housing; Residential flat buildings; Retail premises; Seniors housing; Service stations; Warehouse or distribution centres; Any other development not specified in item 2 or 3.

## **B. Proposed local environmental planning instruments**

No proposed local environmental planning instrument applies to the land that has been placed on public exhibition under the *Environmental Planning and Assessment Act 1979*.

## **C. Development Control Plan**

The Clarence Valley Development Control Plan - Development in Environmental Protection, Open Space and Special Use Zones applies to the carrying out of development on the land.

## **D. State Environmental Planning Policies (SEPP)**

Text for the relevant state environmental planning policies can be downloaded from the NSW Government website – [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au).

The land is affected by State Environmental Planning Policies No 21, 30, 33, 36, 44, 50, 55, 62, 64, 65, Housing for Seniors or People with a Disability 2004, Building Sustainability Index (BASIX) 2004, Infrastructure 2007, Mining, Petroleum Production and Extractive Industries 2007, Miscellaneous Consent Provisions 2007, Exempt and Complying Development Codes 2008, Rural Lands 2008, Affordable Rental Housing 2009, State and Regional Development 2011, Integration and Repeals 2016 and Educational Establishments and Child Care Facilities 2017.

The land is affected by State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017.

## **E. Proposed state environmental planning instruments**

There are NO proposed State environmental planning policies that apply to the land that is or has been the subject of community consultation or public exhibition, unless otherwise stated within this certificate.

---

## **2. Other relevant local environmental planning provisions**

Note: The following advice is relevant to the local environmental plan/s identified in Section 1A of this Certificate.

### **A. Minimum land dimensions for erection of dwelling house**

The minimum lot size for dwelling purposes as indicated by the Lot Size Map in the Clarence Valley Local Environmental Plan 2011 is 150 hectares.

### **B. Critical habitat**

The subject land is NOT known to include or comprise critical habitat as defined in the *Threatened Species Conservation Act 1995* or Part 7A of the *Fisheries Management Act 1994*.

### **C. Heritage conservation area**

The land is NOT located within a heritage conservation area (however described) under the local environmental planning instrument.

### **D. Item of environmental heritage**

The land does NOT have located on it an item of environmental heritage (however described) under the local environmental planning instrument.

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## **3. Complying development**

Note: Text for the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 can be downloaded from the NSW Government website – [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au).

Notwithstanding the advice in Parts 3A to 3I (inclusive) below, for complying development to occur it must comply with all relevant requirements and other development standards of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Where advice regarding whether or not complying development can occur, under relevant Codes listed at Parts 3A to 3I (inclusive) below, indicates that complying development cannot occur on any part of the subject land then such advice takes precedence over any other advice in the same Part that indicates complying development may be able to occur on part of the subject land.

### **A. General Housing Code**

Complying development under this Code may not be carried out on any part of this land. The land is wholly affected by a biobanking agreement under Part 7A of the *Threatened Species Conservation Act 1995* or a Property Vegetation Plan approved under the *Native Vegetation Act 2003*.

### **B. Rural Housing Code**

Complying development under this Code may not be carried out on any part of this land. The land is wholly affected by a biobanking agreement under Part 7A of the *Threatened Species Conservation Act 1995* or a Property Vegetation Plan approved under the *Native Vegetation Act 2003*.

### **C. Housing Alterations Code**

Complying development under this Code may be carried out on the whole of this land.

### **D. General Development Code**

Complying development under this Code may be carried out on the whole of this land.

### **E. Commercial and Industrial Alterations Code**

Complying development under this Code may be carried out on the whole of this land.

### **F. Commercial and Industrial (New Buildings and Additions) Code**

Complying development under this Code may not be carried out on any part of this land. The land is wholly affected by a biobanking agreement under Part 7A of the *Threatened Species Conservation Act 1995* or a Property Vegetation Plan approved under the *Native Vegetation Act 2003*.

### **G. Subdivisions Code**

Complying development under this Code may be carried out on the whole of this land.

### **H. Demolition Code**

Complying development under this Code may be carried out on the whole of this land.

### **I. Fire Safety Code**

Complying development under this Code may be carried out on the whole of this land.

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## **4 Annual charges for coastal protection services under Local Government Act 1993**

---

The owner (or any previous owner) of the land has NOT consented in writing to the land being subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

*[Note. "Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the Local Government Act 1993.]*

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## **5. Mine subsidence**

---

The land is NOT proclaimed to be within a mine subsidence district within the meaning of section 15 of the *Mines Subsidence Compensation Act, 1961*.

---

## **6. Road widening and road realignment**

---

The land is NOT affected by any road widening or road re-alignment under Division 2 of Part 3 of the *Roads Act 1993*, any environmental planning instrument, or any resolution of Council, unless otherwise stated within this certificate.

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## 7. Council and other public authority policies on hazard risk restrictions

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### **Hazard Risk Restrictions (generally)**

The subject land is NOT affected by a policy adopted by the Council, or by any other public authority and notified to 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), unless otherwise stated within this certificate.

### **Bush Fire Prone Land**

The subject land IS indicated on Council's Bush Fire Prone Land Map AS BEING bush fire prone land.

### **Any Other Risk - Contaminated Land**

Council has adopted a policy on contaminated land. This policy will restrict development of land which is affected by contamination, which has been used for certain purposes, in respect of which there is not sufficient information about contamination, which is proposed to be used for certain purposes, or in other circumstances outlined in the policy.

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## 8. Flood related development controls

---

### **A. Flood controls on certain residential development**

The land IS NOT subject to flood related development controls for development 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 seniors housing).

### **B. Flood controls on other development**

The land IS NOT subject to flood related development controls for development for any purpose (other than development referred to in item 8A above).

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## 9. Land reserved for acquisition

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No environmental planning instrument or proposed environmental planning instrument referred to in item 1A, 1B, 1D or 1E of this certificate applies to this land that provides for the acquisition of the land by a public authority as referred to in Section 27 of the *Environmental Planning and Assessment Act 1979*, unless otherwise stated within this certificate.

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## 10. Contributions Plans

---

The Clarence Valley Contributions Plan 2011 applies to the land. It identifies contributions for open space and community facilities applicable to residential development and a Section 10.7A levy for all other development.

In accordance with the above Contributions Plan/s, Council may require, as a condition of consent for certain developments, that works be carried out or contributions be paid towards the provision of works, services or amenities. Applicants intending to carry out developments should make their own enquiries regarding such possible contributions. In some cases, the Council may not be able to determine the exact requirements for works or contributions until a development application has been lodged and assessed.

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## **11. Biodiversity Certified Land**

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The land is NOT biodiversity certified land (within the meaning of Part 7AA of the *Threatened Species Conservation Act 1995*), unless otherwise stated in this certificate.

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## **12. Biodiversity stewardship sites**

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The land is NOT a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*, unless otherwise stated in this certificate.

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## **12A Native Vegetation Clearing Set Asides**

---

The land is NOT a set aside area under section 60ZC of the *Local Land Services Act 2013*, unless otherwise stated in this certificate.

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## **13. Matters arising under the Contaminated Land Management Act 1997 (CLM Act)**

---

Note: The following advice is required by section 59 (2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate.

The land is NOT within land declared to be significantly contaminated land, subject to a management order, subject of an approved voluntary management proposal, subject of an ongoing maintenance order or subject to a site audit statement within the meaning of the Contaminated Land Management Act 1997, unless otherwise stated within this certificate.

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## **14. Bushfire prone land**

---

The subject land is indicated on Council's Bush Fire Prone Land Map AS BEING bush fire prone land.

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## **15. Property vegetation plans**

---

Council HAS been notified that a property vegetation plan (PVP) approved under Part 4 of the *Native Vegetation Act 2003* (and that continues in force) applies to the land. Interested persons are advised to contact NSW Environment Protection Authority, Private Native Forestry Section on phone (02) 6640 2555 for details of how this plan applies to the subject land.

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## **16. Orders under Tree (Disputes Between Neighbours) Act 2006**

---

Council has NOT been notified of an order made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land.

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## **17. Directions under Part 3A**

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There is NO direction, issued by the Minister for Planning, in force under the now repealed section 75P(2)(c1) of the Act to the effect 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 *Environmental Planning and Assessment Act 1979* does not have effect.



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## **18. Site compatibility certificates and conditions for seniors housing**

Note: Text for the *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004* can be downloaded from the NSW Government website – [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au).

### **A. Site Compatibility Certificate**

There is NO current site compatibility certificate issued under clause 25 of *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004* in respect of proposed development on the land, unless otherwise stated within this certificate.

### **B. Conditions for seniors housing**

No condition of a consent to a development application granted after 11 October 2007 in respect of the land has been granted containing a statement setting out any terms of a kind referred to in clause 18(2) of *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004*, unless otherwise stated within this certificate.

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## **19. Site compatibility certificates for infrastructure**

Note: Text for the *State Environmental Planning Policy (Infrastructure) 2007* can be downloaded from the NSW Government website – [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au).

There is NO current site compatibility certificate issued under clause 19 of *State Environmental Planning Policy (Infrastructure) 2007* in respect of proposed development on the land, unless otherwise stated within this certificate.

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## **20. Site compatibility certificates and conditions for affordable rental housing**

Note: Text for the *State Environmental Planning Policy (Affordable Rental Housing) 2009* can be downloaded from the NSW Government website – [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au).

### **A. Site Compatibility Certificate**

There is NO current site compatibility certificate (affordable rental housing) issued under *State Environmental Planning Policy (Affordable Rental Housing) 2009* in respect of proposed development on the land, unless otherwise stated within this certificate.

### **B. Conditions for affordable rental housing**

No condition of a consent to a development application in respect of the land has been granted containing a statement setting out any terms of a kind referred to in clause 17(1) or 37(1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009*, unless otherwise stated within this certificate.

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## **21. Paper subdivision information**

The land is NOT subject 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 pursuant to Part 16C of the *Environmental Planning and Assessment Regulation 2000*.

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## 22. Site verification certificates

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The land is NOT subject of a current site verification certificate that sets out the Director-General'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*, unless otherwise stated within this certificate.

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## 23. Loose-fill asbestos insulation

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The land is NOT occupied by any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act 1989) that is listed on the register that is required to be maintained under that Division.

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## 24. Affected building notices and building product rectification orders

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Council is NOT aware of any affected building notice (within the meaning of the Building Products (Safety) Act 2017) or building product rectification order that is in force in respect of the land.

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## 25. Other Advice Issued by Council

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*The following additional advices are issued by Council in good faith pursuant to Section 10.7 (5) of the Environmental Planning and Assessment Act, 1979.*

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### Development Servicing Plans

Council's Development Servicing Plans for Water Supply and Sewerage Services apply in those areas serviced by a Council water supply scheme and sewerage scheme respectively. Enquiries as to whether the land the subject to this certificate is within a water supply or sewerage scheme area should be directed to Council's Water Cycle Section.

### Water and Sewer Connection

*Properties which consist of more than one lot for ratings purposes, and pay a single sewer and/or water access charge, are entitled to a single water and/or sewer connection. If additional water and/or sewer connections are required (for example when lots are sold separately) then the appropriate fee in Council's Fees and Charges, including a capital contribution, is applicable for any new connections.*

*If the property is a vacant lot, or is charged a water vacant and/or sewer vacant charge, please contact Council's Water Cycle section to determine the appropriate connection fee.*

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**Copies of relevant documents referred to in this Certificate may be available on request from Council, or by visiting its website at [www.clarence.nsw.gov.au](http://www.clarence.nsw.gov.au). Text for legislation referred to in this Certificate can be downloaded from the NSW Government website – [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au).**

### SECTION 10.7(5)


On application to Council and the payment of the prescribed fee, advice is provided pursuant to Section 149(5) on such other relevant matters, affecting the land, of which Council may be aware.

### PLEASE NOTE:

The Environmental Planning and Assessment Amendment Act 1997 commenced operation on 1 July 1998. As a consequence of this Act the information contained in this certificate needs to be read in conjunction with the provisions of the Environmental Planning and Assessment (Amendment) Regulation 1998, Environmental Planning and Assessment (Further Amendment) Regulation 1998 and Environmental Planning and Assessment (Savings and Transitional) Regulation 1998.

**Disclaimer**

*This certificate contains information provided to Clarence Valley Council by third parties and is as current as the latest information available to Council at the time of production of this document. Council does not warrant the accuracy of the information contained within the information provided by third parties and has not independently verified the information. Please contact Council staff on 6643 0200 should you wish to obtain a listing of the information provided by third parties that has been relied upon in the production of this document. It is strongly recommended that you contact the relevant third parties to confirm the accuracy of the information.*



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For and on behalf of the  
GENERAL MANAGER



Gallagher Solicitors Pty Ltd  
PO Box 17  
GRAFTON NSW 2460

**Date of Issue:** 21 August 2020  
**Certificate No:** PLAN2020/1756  
**Your Ref:** 201357  
**Receipt Details:** 839765 20/08/2020 \$53.00

**Property Number:** 125497  
**Property Address:** 225 Wongabri Road JACKADGERY NSW 2460  
**Legal Description:** Lot 44 DP 753524  
**Owner:** Robert Richard Davey

## PLANNING CERTIFICATE

Issued under Section 10.7(2) of the Environmental Planning and Assessment Act, 1979

Note: the information provided in sections 1 to 19 below is provided under section 10.7(2) of the Environmental Planning and Assessment Act 1979

### 1. Relevant planning instruments and development control plans

Text and zoning maps for the relevant local environmental plan/s and development control plan/s can be downloaded from Councils website – [www.clarence.nsw.gov.au](http://www.clarence.nsw.gov.au). Text for the relevant local environmental plan/s can be downloaded from the NSW Government website – [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au).

#### A. Local Environmental Plans

**Clarence Valley Local Environmental Plan 2011** applies to the land.

#### Zone E3 Environmental Management

##### 1 Objectives of zone

- To protect, manage and restore areas with special ecological, scientific, cultural or aesthetic values.
- To provide for a limited range of development that does not have an adverse effect on those values.
- To prevent inappropriate development in geologically hazardous areas so as to minimise erosion and other adverse impacts on escarpment areas.
- To ensure that development does not unreasonably increase the demand for public services or public facilities.
- To ensure development is not adversely impacted by environmental hazards.
- To protect prominent hillsides, ridgelines, other major natural features, riparian areas and water catchment areas.

## **2 Permitted without consent**

Extensive agriculture; Home-based child care; Home occupations; Home occupations (sex services).

## **3 Permitted with consent**

Animal boarding or training establishments; Bed and breakfast accommodation; Camping grounds; Caravan parks; Dual occupancies (attached); Dwelling houses; Eco-tourist facilities; Emergency services facilities; Environmental facilities; Environmental protection works; Farm buildings; Farm stay accommodation; Flood mitigation works; Forestry; Home businesses; Home industries; Oyster aquaculture; Pond-based aquaculture; Recreation areas; Roads.

## **4 Prohibited**

Industries; Multi dwelling housing; Residential flat buildings; Retail premises; Seniors housing; Service stations; Warehouse or distribution centres; Any other development not specified in item 2 or 3.

## **B. Proposed local environmental planning instruments**

No proposed local environmental planning instrument applies to the land that has been placed on public exhibition under the *Environmental Planning and Assessment Act 1979*.

## **C. Development Control Plan**

The Clarence Valley Development Control Plan - Development in Environmental Protection, Open Space and Special Use Zones applies to the carrying out of development on the land.

## **D. State Environmental Planning Policies (SEPP)**

Text for the relevant state environmental planning policies can be downloaded from the NSW Government website – [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au).

The land is affected by State Environmental Planning Policies No 21, 30, 33, 36, 44, 50, 55, 62, 64, 65, Housing for Seniors or People with a Disability 2004, Building Sustainability Index (BASIX) 2004, Infrastructure 2007, Mining, Petroleum Production and Extractive Industries 2007, Miscellaneous Consent Provisions 2007, Exempt and Complying Development Codes 2008, Rural Lands 2008, Affordable Rental Housing 2009, State and Regional Development 2011, Integration and Repeals 2016 and Educational Establishments and Child Care Facilities 2017.

The land is affected by State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017.

## **E. Proposed state environmental planning instruments**

There are NO proposed State environmental planning policies that apply to the land that is or has been the subject of community consultation or public exhibition, unless otherwise stated within this certificate.

---

## **2. Other relevant local environmental planning provisions**

Note: The following advice is relevant to the local environmental plan/s identified in Section 1A of this Certificate.

### **A. Minimum land dimensions for erection of dwelling house**

The minimum lot size for dwelling purposes as indicated by the Lot Size Map in the Clarence Valley Local Environmental Plan 2011 is 150 hectares.

### **B. Critical habitat**

The subject land is NOT known to include or comprise critical habitat as defined in the *Threatened Species Conservation Act 1995* or Part 7A of the *Fisheries Management Act 1994*.

### **C. Heritage conservation area**

The land is NOT located within a heritage conservation area (however described) under the local environmental planning instrument.

### **D. Item of environmental heritage**

The land does NOT have located on it an item of environmental heritage (however described) under the local environmental planning instrument.

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## **3. Complying development**

Note: Text for the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 can be downloaded from the NSW Government website – [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au).

Notwithstanding the advice in Parts 3A to 3I (inclusive) below, for complying development to occur it must comply with all relevant requirements and other development standards of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Where advice regarding whether or not complying development can occur, under relevant Codes listed at Parts 3A to 3I (inclusive) below, indicates that complying development cannot occur on any part of the subject land then such advice takes precedence over any other advice in the same Part that indicates complying development may be able to occur on part of the subject land.

### **A. General Housing Code**

Complying development under this Code may not be carried out on any part of this land. The land is wholly affected by a biobanking agreement under Part 7A of the *Threatened Species Conservation Act 1995* or a Property Vegetation Plan approved under the *Native Vegetation Act 2003*.

### **B. Rural Housing Code**

Complying development under this Code may not be carried out on any part of this land. The land is wholly affected by a biobanking agreement under Part 7A of the *Threatened Species Conservation Act 1995* or a Property Vegetation Plan approved under the *Native Vegetation Act 2003*.

### **C. Housing Alterations Code**

Complying development under this Code may be carried out on the whole of this land.

### **D. General Development Code**

Complying development under this Code may be carried out on the whole of this land.

### **E. Commercial and Industrial Alterations Code**

Complying development under this Code may be carried out on the whole of this land.

### **F. Commercial and Industrial (New Buildings and Additions) Code**

Complying development under this Code may not be carried out on any part of this land. The land is wholly affected by a biobanking agreement under Part 7A of the *Threatened Species Conservation Act 1995* or a Property Vegetation Plan approved under the *Native Vegetation Act 2003*.

### **G. Subdivisions Code**

Complying development under this Code may be carried out on the whole of this land.

### **H. Demolition Code**

Complying development under this Code may be carried out on the whole of this land.

### **I. Fire Safety Code**

Complying development under this Code may be carried out on the whole of this land.

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## **4 Annual charges for coastal protection services under Local Government Act 1993**

---

The owner (or any previous owner) of the land has NOT consented in writing to the land being subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

*[Note. "Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the Local Government Act 1993.]*

---

## **5. Mine subsidence**

---

The land is NOT proclaimed to be within a mine subsidence district within the meaning of section 15 of the *Mines Subsidence Compensation Act, 1961*.

---

## **6. Road widening and road realignment**

---

The land is NOT affected by any road widening or road re-alignment under Division 2 of Part 3 of the *Roads Act 1993*, any environmental planning instrument, or any resolution of Council, unless otherwise stated within this certificate.

---

## **7. Council and other public authority policies on hazard risk restrictions**

---

### **Hazard Risk Restrictions (generally)**

The subject land is NOT affected by a policy adopted by the Council, or by any other public authority and notified to 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), unless otherwise stated within this certificate.

### **Bush Fire Prone Land**

The subject land IS indicated on Council's Bush Fire Prone Land Map AS BEING bush fire prone land.

### **Any Other Risk - Contaminated Land**

Council has adopted a policy on contaminated land. This policy will restrict development of land which is affected by contamination, which has been used for certain purposes, in respect of which there is not sufficient information about contamination, which is proposed to be used for certain purposes, or in other circumstances outlined in the policy.

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## **8. Flood related development controls**

---

### **A. Flood controls on certain residential development**

The land IS NOT subject to flood related development controls for development 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 seniors housing).

### **B. Flood controls on other development**

The land IS NOT subject to flood related development controls for development for any purpose (other than development referred to in item 8A above).

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## **9. Land reserved for acquisition**

---

No environmental planning instrument or proposed environmental planning instrument referred to in item 1A, 1B, 1D or 1E of this certificate applies to this land that provides for the acquisition of the land by a public authority as referred to in Section 27 of the *Environmental Planning and Assessment Act 1979*, unless otherwise stated within this certificate.

---

## **10. Contributions Plans**

---

The Clarence Valley Contributions Plan 2011 applies to the land. It identifies contributions for open space and community facilities applicable to residential development and a Section 10.7A levy for all other development.

In accordance with the above Contributions Plan/s, Council may require, as a condition of consent for certain developments, that works be carried out or contributions be paid towards the provision of works, services or amenities. Applicants intending to carry out developments should make their own enquiries regarding such possible contributions. In some cases, the Council may not be able to determine the exact requirements for works or contributions until a development application has been lodged and assessed.



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## **11. Biodiversity Certified Land**

---

The land is NOT biodiversity certified land (within the meaning of Part 7AA of the *Threatened Species Conservation Act 1995*), unless otherwise stated in this certificate.

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## **12. Biodiversity stewardship sites**

---

The land is NOT a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*, unless otherwise stated in this certificate.

---

## **12A Native Vegetation Clearing Set Asides**

---

The land is NOT a set aside area under section 60ZC of the *Local Land Services Act 2013*, unless otherwise stated in this certificate.

---

## **13. Matters arising under the Contaminated Land Management Act 1997 (CLM Act)**

---

Note: The following advice is required by section 59 (2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate.

The land is NOT within land declared to be significantly contaminated land, subject to a management order, subject of an approved voluntary management proposal, subject of an ongoing maintenance order or subject to a site audit statement within the meaning of the Contaminated Land Management Act 1997, unless otherwise stated within this certificate.

---

## **14. Bushfire prone land**

---

The subject land is indicated on Council's Bush Fire Prone Land Map AS BEING bush fire prone land.

---

## **15. Property vegetation plans**

---

Council HAS been notified that a property vegetation plan (PVP) approved under Part 4 of the *Native Vegetation Act 2003* (and that continues in force) applies to the land. Interested persons are advised to contact NSW Environment Protection Authority, Private Native Forestry Section on phone (02) 6640 2555 for details of how this plan applies to the subject land.

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## **16. Orders under Tree (Disputes Between Neighbours) Act 2006**

---

Council has NOT been notified of an order made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land.

---

## **17. Directions under Part 3A**

---

There is NO direction, issued by the Minister for Planning, in force under the now repealed section 75P(2)(c1) of the Act to the effect 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 *Environmental Planning and Assessment Act 1979* does not have effect.

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## **18. Site compatibility certificates and conditions for seniors housing**

Note: Text for the *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004* can be downloaded from the NSW Government website – [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au).

### **A. Site Compatibility Certificate**

There is NO current site compatibility certificate issued under clause 25 of *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004* in respect of proposed development on the land, unless otherwise stated within this certificate.

### **B. Conditions for seniors housing**

No condition of a consent to a development application granted after 11 October 2007 in respect of the land has been granted containing a statement setting out any terms of a kind referred to in clause 18(2) of *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004*, unless otherwise stated within this certificate.

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## **19. Site compatibility certificates for infrastructure**

Note: Text for the *State Environmental Planning Policy (Infrastructure) 2007* can be downloaded from the NSW Government website – [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au).

There is NO current site compatibility certificate issued under clause 19 of *State Environmental Planning Policy (Infrastructure) 2007* in respect of proposed development on the land, unless otherwise stated within this certificate.

---

## **20. Site compatibility certificates and conditions for affordable rental housing**

Note: Text for the *State Environmental Planning Policy (Affordable Rental Housing) 2009* can be downloaded from the NSW Government website – [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au).

### **A. Site Compatibility Certificate**

There is NO current site compatibility certificate (affordable rental housing) issued under *State Environmental Planning Policy (Affordable Rental Housing) 2009* in respect of proposed development on the land, unless otherwise stated within this certificate.

### **B. Conditions for affordable rental housing**

No condition of a consent to a development application in respect of the land has been granted containing a statement setting out any terms of a kind referred to in clause 17(1) or 37(1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009*, unless otherwise stated within this certificate.

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## **21. Paper subdivision information**

The land is NOT subject 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 pursuant to Part 16C of the *Environmental Planning and Assessment Regulation 2000*.

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## 22. Site verification certificates

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The land is NOT subject of a current site verification certificate that sets out the Director-General'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*, unless otherwise stated within this certificate.

---

## 23. Loose-fill asbestos insulation

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The land is NOT occupied by any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act 1989) that is listed on the register that is required to be maintained under that Division.

---

## 24. Affected building notices and building product rectification orders

---

Council is NOT aware of any affected building notice (within the meaning of the Building Products (Safety) Act 2017) or building product rectification order that is in force in respect of the land.

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## 25. Other Advice Issued by Council

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*The following additional advices are issued by Council in good faith pursuant to Section 10.7 (5) of the Environmental Planning and Assessment Act, 1979.*

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### Development Servicing Plans

Council's Development Servicing Plans for Water Supply and Sewerage Services apply in those areas serviced by a Council water supply scheme and sewerage scheme respectively. Enquiries as to whether the land the subject to this certificate is within a water supply or sewerage scheme area should be directed to Council's Water Cycle Section.

### Water and Sewer Connection

*Properties which consist of more than one lot for ratings purposes, and pay a single sewer and/or water access charge, are entitled to a single water and/or sewer connection. If additional water and/or sewer connections are required (for example when lots are sold separately) then the appropriate fee in Council's Fees and Charges, including a capital contribution, is applicable for any new connections.*

*If the property is a vacant lot, or is charged a water vacant and/or sewer vacant charge, please contact Council's Water Cycle section to determine the appropriate connection fee.*

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### SECTION 10.7(5)

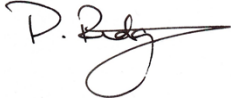
On application to Council and the payment of the prescribed fee, advice is provided pursuant to Section 149(5) on such other relevant matters, affecting the land, of which Council may be aware.

### PLEASE NOTE:

The Environmental Planning and Assessment Amendment Act 1997 commenced operation on 1 July 1998. As a consequence of this Act the information contained in this certificate needs to be read in conjunction with the provisions of the Environmental Planning and Assessment (Amendment) Regulation 1998, Environmental Planning and Assessment (Further Amendment) Regulation 1998 and Environmental Planning and Assessment (Savings and Transitional) Regulation 1998.

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.....  
For and on behalf of the  
GENERAL MANAGER



Gallagher Solicitors Pty Ltd  
PO Box 17  
GRAFTON NSW 2460

**Date of Issue:** 21 August 2020  
**Certificate No:** PLAN2020/1752  
**Your Ref:** 201357  
**Receipt Details:** 839765 20/08/2020 \$53.00

**Property Number:** 125497  
**Property Address:** 225 Wongabri Road JACKADGERY NSW 2460  
**Legal Description:** Lot 187 DP 753524  
**Owner:** Robert Richard Davey

## PLANNING CERTIFICATE

Issued under Section 10.7(2) of the Environmental Planning and Assessment Act, 1979

Note: the information provided in sections 1 to 19 below is provided under section 10.7(2) of the Environmental Planning and Assessment Act 1979

### 1. Relevant planning instruments and development control plans

Text and zoning maps for the relevant local environmental plan/s and development control plan/s can be downloaded from Councils website – [www.clarence.nsw.gov.au](http://www.clarence.nsw.gov.au). Text for the relevant local environmental plan/s can be downloaded from the NSW Government website – [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au).

#### A. Local Environmental Plans

**Clarence Valley Local Environmental Plan 2011** applies to the land.

#### Zone E3 Environmental Management

##### 1 Objectives of zone

- To protect, manage and restore areas with special ecological, scientific, cultural or aesthetic values.
- To provide for a limited range of development that does not have an adverse effect on those values.
- To prevent inappropriate development in geologically hazardous areas so as to minimise erosion and other adverse impacts on escarpment areas.
- To ensure that development does not unreasonably increase the demand for public services or public facilities.
- To ensure development is not adversely impacted by environmental hazards.
- To protect prominent hillsides, ridgelines, other major natural features, riparian areas and water catchment areas.

## **2 Permitted without consent**

Extensive agriculture; Home-based child care; Home occupations; Home occupations (sex services).

## **3 Permitted with consent**

Animal boarding or training establishments; Bed and breakfast accommodation; Camping grounds; Caravan parks; Dual occupancies (attached); Dwelling houses; Eco-tourist facilities; Emergency services facilities; Environmental facilities; Environmental protection works; Farm buildings; Farm stay accommodation; Flood mitigation works; Forestry; Home businesses; Home industries; Oyster aquaculture; Pond-based aquaculture; Recreation areas; Roads.

## **4 Prohibited**

Industries; Multi dwelling housing; Residential flat buildings; Retail premises; Seniors housing; Service stations; Warehouse or distribution centres; Any other development not specified in item 2 or 3.

## **B. Proposed local environmental planning instruments**

No proposed local environmental planning instrument applies to the land that has been placed on public exhibition under the *Environmental Planning and Assessment Act 1979*.

## **C. Development Control Plan**

The Clarence Valley Development Control Plan - Development in Environmental Protection, Open Space and Special Use Zones applies to the carrying out of development on the land.

## **D. State Environmental Planning Policies (SEPP)**

Text for the relevant state environmental planning policies can be downloaded from the NSW Government website – [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au).

The land is affected by State Environmental Planning Policies No 21, 30, 33, 36, 44, 50, 55, 62, 64, 65, Housing for Seniors or People with a Disability 2004, Building Sustainability Index (BASIX) 2004, Infrastructure 2007, Mining, Petroleum Production and Extractive Industries 2007, Miscellaneous Consent Provisions 2007, Exempt and Complying Development Codes 2008, Rural Lands 2008, Affordable Rental Housing 2009, State and Regional Development 2011, Integration and Repeals 2016 and Educational Establishments and Child Care Facilities 2017.

The land is affected by State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017.

## **E. Proposed state environmental planning instruments**

There are NO proposed State environmental planning policies that apply to the land that is or has been the subject of community consultation or public exhibition, unless otherwise stated within this certificate.

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## **2. Other relevant local environmental planning provisions**

Note: The following advice is relevant to the local environmental plan/s identified in Section 1A of this Certificate.

### **A. Minimum land dimensions for erection of dwelling house**

The minimum lot size for dwelling purposes as indicated by the Lot Size Map in the Clarence Valley Local Environmental Plan 2011 is 150 hectares.

### **B. Critical habitat**

The subject land is NOT known to include or comprise critical habitat as defined in the *Threatened Species Conservation Act 1995* or Part 7A of the *Fisheries Management Act 1994*.

### **C. Heritage conservation area**

The land is NOT located within a heritage conservation area (however described) under the local environmental planning instrument.

### **D. Item of environmental heritage**

The land does NOT have located on it an item of environmental heritage (however described) under the local environmental planning instrument.

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## **3. Complying development**

Note: Text for the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 can be downloaded from the NSW Government website – [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au).

Notwithstanding the advice in Parts 3A to 3I (inclusive) below, for complying development to occur it must comply with all relevant requirements and other development standards of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Where advice regarding whether or not complying development can occur, under relevant Codes listed at Parts 3A to 3I (inclusive) below, indicates that complying development cannot occur on any part of the subject land then such advice takes precedence over any other advice in the same Part that indicates complying development may be able to occur on part of the subject land.

### **A. General Housing Code**

Complying development under this Code may not be carried out on any part of this land. The land is wholly affected by a biobanking agreement under Part 7A of the *Threatened Species Conservation Act 1995* or a Property Vegetation Plan approved under the *Native Vegetation Act 2003*.

### **B. Rural Housing Code**

Complying development under this Code may not be carried out on any part of this land. The land is wholly affected by a biobanking agreement under Part 7A of the *Threatened Species Conservation Act 1995* or a Property Vegetation Plan approved under the *Native Vegetation Act 2003*.

### **C. Housing Alterations Code**

Complying development under this Code may be carried out on the whole of this land.

### **D. General Development Code**

Complying development under this Code may be carried out on the whole of this land.

### **E. Commercial and Industrial Alterations Code**

Complying development under this Code may be carried out on the whole of this land.

### **F. Commercial and Industrial (New Buildings and Additions) Code**

Complying development under this Code may not be carried out on any part of this land. The land is wholly affected by a biobanking agreement under Part 7A of the *Threatened Species Conservation Act 1995* or a Property Vegetation Plan approved under the *Native Vegetation Act 2003*.

### **G. Subdivisions Code**

Complying development under this Code may be carried out on the whole of this land.

### **H. Demolition Code**

Complying development under this Code may be carried out on the whole of this land.

### **I. Fire Safety Code**

Complying development under this Code may be carried out on the whole of this land.

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## **4 Annual charges for coastal protection services under Local Government Act 1993**

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The owner (or any previous owner) of the land has NOT consented in writing to the land being subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

*[Note. "Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the Local Government Act 1993.]*

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## **5. Mine subsidence**

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The land is NOT proclaimed to be within a mine subsidence district within the meaning of section 15 of the *Mines Subsidence Compensation Act, 1961*.

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## **6. Road widening and road realignment**

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The land is NOT affected by any road widening or road re-alignment under Division 2 of Part 3 of the *Roads Act 1993*, any environmental planning instrument, or any resolution of Council, unless otherwise stated within this certificate.



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## **7. Council and other public authority policies on hazard risk restrictions**

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### **Hazard Risk Restrictions (generally)**

The subject land is NOT affected by a policy adopted by the Council, or by any other public authority and notified to 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), unless otherwise stated within this certificate.

### **Bush Fire Prone Land**

The subject land IS indicated on Council's Bush Fire Prone Land Map AS BEING bush fire prone land.

### **Any Other Risk - Contaminated Land**

Council has adopted a policy on contaminated land. This policy will restrict development of land which is affected by contamination, which has been used for certain purposes, in respect of which there is not sufficient information about contamination, which is proposed to be used for certain purposes, or in other circumstances outlined in the policy.

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## **8. Flood related development controls**

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### **A. Flood controls on certain residential development**

The land IS NOT subject to flood related development controls for development 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 seniors housing).

### **B. Flood controls on other development**

The land IS NOT subject to flood related development controls for development for any purpose (other than development referred to in item 8A above).

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## **9. Land reserved for acquisition**

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No environmental planning instrument or proposed environmental planning instrument referred to in item 1A, 1B, 1D or 1E of this certificate applies to this land that provides for the acquisition of the land by a public authority as referred to in Section 27 of the *Environmental Planning and Assessment Act 1979*, unless otherwise stated within this certificate.

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## **10. Contributions Plans**

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The Clarence Valley Contributions Plan 2011 applies to the land. It identifies contributions for open space and community facilities applicable to residential development and a Section 10.7A levy for all other development.

In accordance with the above Contributions Plan/s, Council may require, as a condition of consent for certain developments, that works be carried out or contributions be paid towards the provision of works, services or amenities. Applicants intending to carry out developments should make their own enquiries regarding such possible contributions. In some cases, the Council may not be able to determine the exact requirements for works or contributions until a development application has been lodged and assessed.

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## **11. Biodiversity Certified Land**

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The land is NOT biodiversity certified land (within the meaning of Part 7AA of the *Threatened Species Conservation Act 1995*), unless otherwise stated in this certificate.

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## **12. Biodiversity stewardship sites**

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The land is NOT a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*, unless otherwise stated in this certificate.

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## **12A Native Vegetation Clearing Set Asides**

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The land is NOT a set aside area under section 60ZC of the *Local Land Services Act 2013*, unless otherwise stated in this certificate.

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## **13. Matters arising under the Contaminated Land Management Act 1997 (CLM Act)**

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Note: The following advice is required by section 59 (2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate.

The land is NOT within land declared to be significantly contaminated land, subject to a management order, subject of an approved voluntary management proposal, subject of an ongoing maintenance order or subject to a site audit statement within the meaning of the Contaminated Land Management Act 1997, unless otherwise stated within this certificate.

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## **14. Bushfire prone land**

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The subject land is indicated on Council's Bush Fire Prone Land Map AS BEING bush fire prone land.

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## **15. Property vegetation plans**

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Council HAS been notified that a property vegetation plan (PVP) approved under Part 4 of the *Native Vegetation Act 2003* (and that continues in force) applies to the land. Interested persons are advised to contact NSW Environment Protection Authority, Private Native Forestry Section on phone (02) 6640 2555 for details of how this plan applies to the subject land.

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## **16. Orders under Tree (Disputes Between Neighbours) Act 2006**

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Council has NOT been notified of an order made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land.

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## **17. Directions under Part 3A**

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There is NO direction, issued by the Minister for Planning, in force under the now repealed section 75P(2)(c1) of the Act to the effect 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 *Environmental Planning and Assessment Act 1979* does not have effect.

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## **18. Site compatibility certificates and conditions for seniors housing**

Note: Text for the *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004* can be downloaded from the NSW Government website – [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au).

### **A. Site Compatibility Certificate**

There is NO current site compatibility certificate issued under clause 25 of *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004* in respect of proposed development on the land, unless otherwise stated within this certificate.

### **B. Conditions for seniors housing**

No condition of a consent to a development application granted after 11 October 2007 in respect of the land has been granted containing a statement setting out any terms of a kind referred to in clause 18(2) of *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004*, unless otherwise stated within this certificate.

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## **19. Site compatibility certificates for infrastructure**

Note: Text for the *State Environmental Planning Policy (Infrastructure) 2007* can be downloaded from the NSW Government website – [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au).

There is NO current site compatibility certificate issued under clause 19 of *State Environmental Planning Policy (Infrastructure) 2007* in respect of proposed development on the land, unless otherwise stated within this certificate.

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## **20. Site compatibility certificates and conditions for affordable rental housing**

Note: Text for the *State Environmental Planning Policy (Affordable Rental Housing) 2009* can be downloaded from the NSW Government website – [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au).

### **A. Site Compatibility Certificate**

There is NO current site compatibility certificate (affordable rental housing) issued under *State Environmental Planning Policy (Affordable Rental Housing) 2009* in respect of proposed development on the land, unless otherwise stated within this certificate.

### **B. Conditions for affordable rental housing**

No condition of a consent to a development application in respect of the land has been granted containing a statement setting out any terms of a kind referred to in clause 17(1) or 37(1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009*, unless otherwise stated within this certificate.

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## **21. Paper subdivision information**

The land is NOT subject 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 pursuant to Part 16C of the *Environmental Planning and Assessment Regulation 2000*.

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## 22. Site verification certificates

---

The land is NOT subject of a current site verification certificate that sets out the Director-General'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*, unless otherwise stated within this certificate.

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### SECTION 10.7(5)

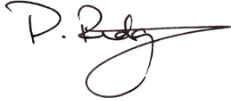
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For and on behalf of the  
GENERAL MANAGER



# Statement of Conditions

*as at Wednesday, 9 September 2020*  
issued under Water Management Act 2000

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**WAL number** 38755

**Reference number** 30AL316625

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## Contact for service of documents

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**Name** Yager, Cheryl Margaret

**Address** C/- Gallagher Solicitors And Conveyancers  
Po Box 17  
Grafton NSW 2460

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## All holders

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**Name(s)** Yager, Cheryl Margaret  
Davey, Allan John

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## Licence details

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**Water source** LOWER MANN RIVER WATER SOURCE

**Water sharing plan** Clarence River Unregulated and Alluvial Water Sources 2016

**Management zone**

**Category** UNREGULATED RIVER

**Share component** 55 units

**Nominated work(s)** 30CA316626

**Tenure type** Continuing

## Conditions

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The water access licence with Reference No 30AL316625 is subject to the following conditions:

### Plan conditions

#### Water sharing plan

#### *Clarence River Unregulated and Alluvial Water Sources*

#### Take of water

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##### MW0112-00001

The maximum water allocation that may be carried over in the account for this access licence from one water year to the next water year is:

- A. a volume equal to 100 % of the share component of the licence, or
- B. 1 ML/unit share of the share component of the licence.

##### MW0658-00001

If water is taken from an off-river pool, then water must only be taken from the pool when the volume of water in the pool exceeds the full capacity of that pool.

##### MW4090-00001

Water must not be taken from the Lower Mann River Water Source for a period of 24 hours after flows in the Mann River first exceed 181 ML/day following any period of 48 hours or more during which the flows were 64 ML/day or less at the Jackadgery gauge [No. 204004]. This restriction does not apply if water is to be taken from:

- i. upriver alluvial sediments, or
- ii. an off-river pool, or
- iii. a runoff harvesting dam, or
- iv. an in-river dam pool.

##### MW0036-00008

The volume of water taken in any three (3) consecutive water years from 1 July 2017 must be recorded in the logbook at the end of those three water years. The maximum volume of water permitted to be taken in those years must also be recorded in the logbook.

##### MW0005-00008

From 1 July 2016 until 30 June 2019, the total volume of water taken under this access licence in these three (3) water years must not exceed a volume equal to:

- A. 50 % of the water in the account from the available water determination in the first water year (1 July 2016 until 30 June 2017), plus
- B. the sum of water in the account from the available water determinations in the second and third water years, plus
- C. any net amount of water either assigned to or from the account under a water allocation assignment in those 3 water years, plus
- D. any water re-credited by the Minister to the account in those 3 water years.

##### MW5014-00001

Water must not be taken when there is no visible flow at the location at which water is proposed to be taken. This restriction does not apply if water is taken from:

- A. alluvial sediments, or
- B. an in-river pool, off-river pool, run-off harvesting dam or an in-river dam pool.

**MW4039-00001**

Until 1 July 2021, water must not be taken from the Lower Mann River Water Source when flows are in the Very Low Flow Class, which means that the flow is 44 ML/day or less at the Mann River Jackadgery gauge [No. 204004].

This restriction does not apply if water is to be taken from:

- A. upriver alluvial sediments, or
- B. an off-river pool, or
- C. a runoff harvesting dam, or
- D. an in-river dam pool.

**MW0004-00007**

From 1 July 2017, the total volume of water taken in any three (3) consecutive water years under this access licence must not exceed a volume which is equal to the lesser of either:

A. the sum of:

- i. water in the account from the available water determinations in those 3 consecutive water years, plus
- ii. water in the account carried over from the water year prior to those 3 consecutive water years, plus
- iii. any net amount of water assigned to or from this account under a water allocation assignment in those 3 consecutive water years, plus
- iv. any water re-credited by the Minister to the account in those 3 consecutive water years,

or

B. the sum of:

- i. the share component of this licence at the beginning of the first year in those 3 consecutive water years, plus
- ii. the share component of this licence at the beginning of the second year in those 3 consecutive water years, plus
- iii. the share component of this licence at the beginning of the third year in those 3 consecutive water years, plus
- iv. any net amount of water assigned to or from this account under a water allocation assignment in those 3 consecutive water years, plus
- v. any water re-credited by the Minister to the account in those 3 consecutive water years.

**MW4000-00001**

From 1 July 2021, water must not be taken from the Lower Mann River Water Source when flows are in the Very Low Flow Class, which means that the flow is 64 ML/day or less at the Mann River Jackadgery gauge [No. 204004].

This restriction does not apply if water is to be taken from:

- A. upriver alluvial sediments, or
- B. an off-river pool, or
- C. a runoff harvesting dam, or
- D. an in-river dam pool.

**Monitoring and recording**

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**MW2338-00001**

The completed logbook must be retained for five (5) years from the last date recorded in the logbook.

**MW0027-00009**

The volume of water taken from 1 July 2016 until 30 June 2019 must be recorded in the logbook at the end of 30 June 2019. The maximum volume of water permitted to be taken in those water years must also be recorded in the logbook. The first water year is from 1 July 2016 until 30 June 2017.



**MW2336-00001**

The purpose or purposes for which water is taken, as well as details of the type of crop, area cropped, and dates of planting and harvesting, must be recorded in the logbook each time water is taken.

**MW2337-00001**

The following information must be recorded in the logbook for each period of time that water is taken:

- A. date, volume of water, start and end time when water was taken as well as the pump capacity per unit of time, and
- B. the access licence number under which the water is taken, and
- C. the approval number under which the water is taken, and
- D. the volume of water taken for domestic consumption and/or stock watering.

**MW2339-00001**

A logbook must be kept, unless the work is metered and fitted with a data logger. The logbook must be produced for inspection when requested by the relevant licensor.

**Reporting**

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**MW0051-00003**

Once the water access licence holder becomes aware of a breach of any condition on this water access licence, the water access licence holder must notify the Minister as soon as practicable. The Minister must be notified by:

- A. email: [water.enquiries@dpi.nsw.gov.au](mailto:water.enquiries@dpi.nsw.gov.au),  
or
- B. telephone: 1800 353 104. Any notification by telephone must also be confirmed in writing within seven (7) business days of the telephone call.

**Other conditions**

*No other conditions applicable*

## Glossary

**cease to take** - Cease to take conditions means any condition on this approval, or on the access licence under which water is proposed to be taken, that prohibits the taking of water in a particular circumstance.

**domestic consumption** - Domestic consumption is the use of water for normal household purposes in domestic premises situated on the land.

**full capacity** - Full capacity means the volume of water that is impounded in the pool, lagoon or lake when the pool, lagoon or lake is at the level when a visible flow out of that pool, lagoon or lake would cease.

**in-river dam** - a dam located in a river

**in-river dam pool** - An in-river dam pool is the area of water immediately upstream of an in-river dam where the river has pooled as a result of an in-river dam.

**in-river pool** - An in-river pool is a natural pool, lagoon or lake that is within a river or stream (regardless of stream size) and excludes:

- a pool that is on a flood-runner or floodplain, or
- a pool that is on an effluent that only commences to flow during high flows.

**licensor** - WaterNSW or DPI Water, depending on which organisation administers your licences and/or approvals

**logbook** - A logbook is a document, electronic or hard copy, that records specific required information.

**metered water supply work** - A metered water supply work is a water supply work fitted with a data logger and a water meter that complies with Australian Standard AS 4747: Meters for non-urban water supply.

**off-river pool** - An off-river pool means a natural pool, lagoon or lake that:

- A. is not within a river or stream (regardless of stream size), or
- B. is on a flood-runner or floodplain, or
- C. is on an effluent that only commences to flow during high flows.

**runoff harvesting dam** - A runoff harvesting dam is a farm dam on a hillside or minor stream which collects and stores rainfall runoff. Minor streams are defined in an order made under the Water Management Act 2000, s. 53. Runoff harvesting dams include any associated pumps or works which take water from the dam.

**share component** - The share component is the specified shares in the available water within a particular water management area.

**stock watering** - Stock watering is the use of water for stock animals being raised on the land. It does not include the use of water for the raising of stock animals on an intensive commercial basis (kept in feedlots or buildings for all, or a substantial part, of the period during which the stock animals are being raised).

**visible flow** - A visible flow is a continuous downstream movement of water that can be seen by the eye.

**water year** - A water year starts on 1 July and ends on 30 June in the following year.

**General Notes**

All conditions on a water access licence require compliance. An appeal to the Land and Environment Court against a decision to impose certain conditions on an approval can be made within 28 days after the date the decision is made. Conditions identified with the first letter "D" are those that can be appealed during the appeal period.

Certain dealings and other matters relating to this water access licence or a holding in this water access licence must be registered in the Access Register in accordance with section 71A of the *Water Management Act 2000*. For information about the Access Register, contact Land and Property Information (<http://www.lpi.nsw.gov.au>).

## Approval details

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<b>Approval number</b>	30CA316626
<b>Status</b>	CURRENT*
<b>Approval kind</b>	Water Supply Works Water Use
<b>Water sharing plan</b>	Clarence River Unregulated and Alluvial Water Sources 2016
<b>Date of effect</b>	01/Jul/2016
<b>Expiry date</b>	30/Jun/2029
<b>Approval holder(s)</b>	Schedule 1
<b>Water supply works</b>	Schedule 2
<b>Water use</b>	Schedule 3
<b>Conditions</b>	Schedule 4

## Contact for service of documents

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<b>Name</b>	Davey, Allan John
<b>Address</b>	C/- Gallagher Solicitors And Conveyancers Po Box 17 Grafton NSW 2460

\* **Note:** An approval has effect for such period as is specified in the approval, or if the period is extended under section 105, that extended period. If an application for extension of an approval is lodged before the approval expires, the term of the expiring approval is extended until either the date of the final decision on the application, or a date fixed by the Minister for the approval, whichever is the later date. An approval which has expired can be the subject of an application to extend it but it needs to be accompanied by a statutory declaration of the reasons for the delay in making the application. If the Minister accepts these reasons the term of the approval is taken to have been extended, and the application may be dealt with, as if the application had been made before the approval expired.

It is an offence under the Water Management Act 2000 to breach a term or condition of the approval or to construct and use works to which the approval does not relate. It is also an offence to use works the subject of an approval if the approval has expired, been surrendered or cancelled.

### Schedule 1 - Approval holders

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The holders of this approval are:

**Approval holder(s)**

**ACN (if applicable)**

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Allan John Davey

Cheryl Margaret Yager

#### Important notice - change of landholder or contact

Please advise the Office in the event of any of the following, as soon as practicable:

- If there is a change in the ownership or occupation of the land benefited by this approval (see Schedule 2). Under the Water Management Act 2000, an approval is typically held by the owner or lawful occupier of the benefited land. Consequently, a change in occupation may cause a change in your legal obligations as an approval holder.\*
- If there is a change to the contact person. You will be required to lodge a written statement signed by all the holders.\*
- If there is a change to the mailing address for the nominated contact person. This should be done by the contact person in writing.

*\* An updated Statement of Approval will be issued free of charge*

## Schedule 2 - Water supply works

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### Part A: Authorised water supply works

Subject to the conditions of this approval, in relation to each numbered work in the table, the holders of this approval are authorised to construct and use a water supply work of the type shown at the location specified:

#### Work 1

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<b>Specified work</b>	80MM CENTRIFUGAL PUMP	
<b>Specified location</b>	40//753524	Whole Lot
	44//753524	Whole Lot
<b>Management zone (if applicable)</b>		
<b>Water source</b>	LOWER MANN RIVER WATER SOURCE	
<b>Water sharing plan</b>	Clarence River Unregulated and Alluvial Water Sources 2016	

**Schedule 3 - Water Use**

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Subject to the conditions of this approval, the holder(s) of this approval is authorised to use water for the following purpose(s) and location(s):

**Purpose 1**

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**Specified purpose**

IRRIGATION

**Specified location**

23//753524

44//753524

40//753524

## Schedule 4 - Conditions

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The approval is subject to the following conditions:

### Plan conditions

#### Water sharing plan

#### *Clarence River Unregulated and Alluvial Water Sources*

#### Take of water

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#### MW0655-00001

Any water supply work authorised by this approval must take water in compliance with the conditions of the access licence under which water is being taken.

#### Water management works

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#### MW0491-00001

When a water supply work authorised by this approval is to be abandoned or replaced, the approval holder must contact the relevant licensor in writing to verify whether the work must be decommissioned.

The work is to be decommissioned, unless the approval holder receives notice from the Minister not to do so.

Within sixty (60) days of decommissioning, the approval holder must notify the relevant licensor in writing that the work has been decommissioned.

#### Monitoring and recording

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#### MW2338-00001

The completed logbook must be retained for five (5) years from the last date recorded in the logbook.

#### MW0484-00001

Before water is taken through the water supply work authorised by this approval, confirmation must be recorded in the logbook that cease to take conditions do not apply and water may be taken.

The method of confirming that water may be taken, such as visual inspection, internet search, must also be recorded in the logbook.

If water may be taken, the:

- A. date, and
  - B. time of the confirmation, and
  - C. flow rate or water level at the reference point in the water source
- must be recorded in the logbook.

#### MW2336-00001

The purpose or purposes for which water is taken, as well as details of the type of crop, area cropped, and dates of planting and harvesting, must be recorded in the logbook each time water is taken.



**MW2337-00001**

The following information must be recorded in the logbook for each period of time that water is taken:

A. date, volume of water, start and end time when water was taken as well as the pump capacity per unit of time, and

B. the access licence number under which the water is taken, and

C. the approval number under which the water is taken, and

D. the volume of water taken for domestic consumption and/or stock watering.

**MW0482-00001**

Where a water meter is installed on a water supply work authorised by this approval, the meter reading must be recorded in the logbook before taking water. This reading must be recorded every time water is to be taken.

**MW2339-00001**

A logbook must be kept, unless the work is metered and fitted with a data logger. The logbook must be produced for inspection when requested by the relevant licensor.

### Reporting

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**MW0051-00001**

Once the approval holder becomes aware of a breach of any condition on this approval, the approval holder must notify the Minister as soon as practicable. The Minister must be notified by:

A. email: [water.enquiries@dpi.nsw.gov.au](mailto:water.enquiries@dpi.nsw.gov.au),  
or

B. telephone: 1800 353 104. Any notification by telephone must also be confirmed in writing within seven (7) business days of the telephone call.

### Other conditions

#### Water management works

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**DK0888-00001**

Any water supply work authorised by this approval used for the purpose of conveying, diverting or storing water must be constructed or installed to allow free passage of floodwaters flowing into or from a river or lake.

**DS2349-00001**

The approval holder must make all reasonable efforts not to allow any used water to discharge, by any means including surface or subsurface drains or pipes, into or onto:

- any adjoining public or crown road;
- any other person's land;
- any Crown land;
- any river, creek or watercourse or aquifer.

#### Environmental matters

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**DK3836-00167**

A buffer zone of native vegetation, not less than 20 m, must be maintained between the irrigated area and the high bank of Mann River.

**Glossary**

**cease to take** - Cease to take conditions means any condition on this approval, or on the access licence under which water is proposed to be taken, that prohibits the taking of water in a particular circumstance.

**domestic consumption** - Domestic consumption is the use of water for normal household purposes in domestic premises situated on the land.

**licensor** - WaterNSW or DPI Water, depending on which organisation administers your licences and/or approvals

**logbook** - A logbook is a document, electronic or hard copy, that records specific required information.

**metered water supply work** - A metered water supply work is a water supply work fitted with a data logger and a water meter that complies with Australian Standard AS 4747: Meters for non-urban water supply.

**stock watering** - Stock watering is the use of water for stock animals being raised on the land. It does not include the use of water for the raising of stock animals on an intensive commercial basis (kept in feedlots or buildings for all, or a substantial part, of the period during which the stock animals are being raised).

**water meter** - A water meter is a device that measures the volume of water extracted over a known period of time. Examples of a water meter include a mechanical meter, electromagnetic meter, channel meter with mobile phone, or an authorised meter equivalent.

**General Notes**

All conditions on an approval require compliance. An appeal to the Land and Environment Court against a decision to impose certain conditions on an approval can be made within 28 days after the date the decision is made. Conditions identified with the first letter "D" are those that can be appealed during the appeal period.

The words in this approval have the same meaning as in the *Water Management Act 2000*

**Note: The words in this approval have the same meaning as in the WMA**

**END OF STATEMENT**



INFOTRACK PTY LIMITED  
DX Box 578  
SYDNEY

**Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956*.**

This information is based on data held by Revenue NSW.

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Land ID	Land address	Taxable land value
D1018881/100	225 WONGABRI RD JACKADGERY 2460	\$537 333

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2020 tax year.

This Certificate also relates to the following Land ID(s) contained in a single valuation with the above land: D753524/12, D753524/13, D753524/14, D753524/23, D753524/40, D753524/44, D753524/187, D753524/197

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Yours sincerely,

Scott Johnston

Chief Commissioner of State Revenue

## Important information

### Who is protected by a clearance certificate?

A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

### When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

**Note:** A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

### When is a certificate not clear from land tax?

Under section 47 of the *Land Tax Management Act 1956*, land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

### How do I clear a certificate?

A charge is removed for this property when the outstanding land tax amount is processed and paid in full. Payment can be made during settlement via an accepted Electronic Lodgement Network or at an approved settlement room.

To determine the land tax amount payable, you must use one of the following approved supporting documents:

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

### How do I get an updated certificate?

A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at [www.revenue.nsw.gov.au](http://www.revenue.nsw.gov.au).

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

### Land value, tax rates and thresholds

The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at [www.revenue.nsw.gov.au](http://www.revenue.nsw.gov.au).

## Contact details



Read more about Land Tax and use our online service at [www.revenue.nsw.gov.au](http://www.revenue.nsw.gov.au)



1300 139 816\*



Phone enquiries  
8:30 am - 5:00 pm, Mon. to Fri.



[landtax@revenue.nsw.gov.au](mailto:landtax@revenue.nsw.gov.au)

\* Overseas customers call +61 2 7808 6906  
Help in community languages is available.

## RURAL LAND REQUISITIONS

Vendor: Allan John Davey and Cheryl Margaret Yager  
Property: "Wongabri" 225 Wongabri Road, Jackadgery

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

### 1. Capacity

- (a) Is the vendor under any legal incapacity?  
*Such as:*
- *Minority.*
  - *Bankruptcy or entering a debt agreement under Part IX or an arrangement under Part X of the Bankruptcy Act 1966 (Cth).*
  - *If the vendor is a company, any notice, application or order received by the vendor or made at Court for its winding up, or for the appointment of a receiver, an administrator or a controller).*
- (b) If the vendor is a trustee, please provide evidence to establish the trustee's power of sale (*such as a copy of the trust deed, under which the trustee was appointed*).
- (c) If any document to be handed over on completion (excluding a discharge of mortgage) is executed under a power of attorney, please provide a certified copy of the registered power of attorney.

### 2. Notices and Orders

- (a) Is the vendor aware of or has the vendor received any notice or order or requirement of any authority or any adjoining owner affecting the property?  
*Such as:*
- *Orders under either section 121B of the Environmental Planning and Assessment Act 1979 (NSW) or section 124 of the Local Government Act 1993 (NSW).*
  - *Notices or orders from Local Land Services about pests or eradication.*
  - *Notices from a local council about noxious weeds.*
  - *Notices or orders issued under the Environmentally Hazardous Chemicals Act 1985 (NSW).*
  - *Notices or orders under section 142 of the Mining Act 1992 (NSW).*
- (b) Has any work been done by any authority which might give rise to a notice, order or liability? (*Such as road works done by local council.*)
- (c) Has the vendor received any notice (whether oral or written) of proposed orders from Local Land Services or any local council or government authority concerning any proposed action that could affect the property in any way? If so, please provide particulars including any copies of any relevant correspondence.

### 3. Title

- (a) Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances.
- (b) On or before completion, any mortgage or caveat or priority notice or writ (other than a caveat or priority notice lodged by or on behalf of the purchaser) must be discharged, withdrawn or cancelled as the case may be or, in the case of a mortgage, priority notice or caveat, an executed discharge or withdrawal handed over on completion.
- (c) Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
- (d) When and where may the title documents be inspected?

**4. Adjustments**

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

**5. Unregistered Rights**

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

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

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

**7. Tenancies**

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

- (v) Are there any details/documents that record the condition of the property at the commencement of the tenancy? If yes, please provide copies.

## 8. Buildings

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

## 9. Swimming pools

If there is a swimming pool:

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

**10. Solar Panels**

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

**11. Rates**

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

**12. Boundary fences**

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

**13. Soil conservation**

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

**14. Timber**

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



**15. Water**

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

**16. Electricity**

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

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

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

**18. Rural workers accommodation**

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

**19. Stock diseases**

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

**20. Pollution**

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

**21. Effluent Disposal Systems**

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

**22. Resumptions**

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

**23. Fixtures**

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

**24. Crown land**

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

**25. Pipelines**

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

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

**26. Mining**

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

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

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

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

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

**27. National Parks and Wildlife**

- (a) Is there any interim protection order in force over any part of the property under section 91B of the *National Parks and Wildlife Act 1974* (NSW)?
- (b) Is there a conservation agreement affecting the property, or any part of it, under section 69B of the *National Parks and Wildlife Act 1974* (NSW)?
- (c) Is there a Wildlife Refuge Agreement in place in respect of the property under section 68 of *National Parks and Wildlife Act 1974* (NSW)?

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

**28. Native vegetation**

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

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

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

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

**29. Threatened Species**

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

**30. Native Title**

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

**31. Aboriginal Sites**

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

**32. Environment**

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

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

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

- (c) If not attached to the contract, does the vendor hold or has the vendor applied for a variation made under s14-235 of Schedule 1 to the TA Act?

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

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

**35. Completion**

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