

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Nutrien Ag Solutions 36 Mitchell Highway, Nyngan, NSW 2825	Phone: 0428 648 912 Fax: 02 6832 1626 Ref: Phillip Wallace
co-agent		
vendor	Glynn Patrick Paul and Janice Mae Paul 'Bahloo', Coolabah, NSW 2831	
vendor's solicitor	Lovett & Green 91 Dubbo Street, Warren NSW 2824 PO Box 3, Warren NSW 2824	Phone: 02 6847 4701 Email: evan@lovetgreen.com.au Fax: Ref: Evan Jones
date for completion	42nd day after the contract date	(clause 15)
land (address, plan details and title reference)	'Bahloo Station', 10049 Mitchell Highway, Coolabah, NSW 2831 Registered Plan: Lot 2, 578, 3402 & 6076 Plan DP 751884, 761641, 765690 & 768926 Folio Identifier 2/751884, 578/761641, 3402/765690 & 6076/768926	
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: Cottage, Workers accommodation, Woolshed, Machinery sheds	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input checked="" type="checkbox"/> other documents: Crown Land search; Property Vegetation Plan	

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

inclusions	<input type="checkbox"/> air conditioning	<input type="checkbox"/> clothes line	<input type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood
	<input type="checkbox"/> blinds	<input type="checkbox"/> curtains	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels
	<input type="checkbox"/> built-in wardrobes	<input type="checkbox"/> dishwasher	<input type="checkbox"/> light fittings	<input type="checkbox"/> stove
	<input type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input type="checkbox"/> pool equipment	<input type="checkbox"/> TV antenna
	<input checked="" type="checkbox"/> other: see list of inclusions annexed			
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)			

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

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

buyer's agent

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

SIGNING PAGE

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

ChoicesVendor agrees to accept a **deposit-bond** NO yes**Nominated *Electronic Lodgment Network (ELN)*** (clause 4):

PEXA _____

Manual transaction (clause 30) NO yes

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

Tax information (the parties promise this is correct as far as each party is aware)**Land tax** is adjustable NO yes**GST:** Taxable supply NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply

 NO yes

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

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

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

(GST residential withholding payment)

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

GSTRW payment (GST residential withholding payment) – 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 representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*:**If more than one supplier, provide the above details for each supplier.**Amount purchaser must pay – price multiplied by the *GSTRW rate* (residential withholding rate):Amount must be paid: AT COMPLETION at another time (specify):Is any of the consideration not expressed as an amount in money? NO yes

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate	<input type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 1989 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to off the plan contract Other <input checked="" type="checkbox"/> 60 Property Vegetation Plan
Home Building Act 1989 <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover Swimming Pools Act 1992 <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 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 residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, built before 1985, a purchaser is strongly advised to consider the possibility that the premises may contain loose-fill asbestos insulation, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A. In particular, a purchaser should—

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

APA Group Australian Taxation Office Council County Council Department of Planning and Environment Department of Primary Industries Electricity and gas Land and Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's 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)

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

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

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within 14 days* after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within 1 month* of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within 3 months* after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

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

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

9 Purchaser's default

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

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion**• Vendor**

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

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

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

24 Tenancies

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

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

BAHLOO 10049 MITCHELL HWY W, COOLABAH 2157

ADDITIONAL PROVISIONS

33. Amendment to Standard Clauses

The following clauses in the printed form of contract are amended as follows:

Clause 7.1.1 is amended by deleting "5%" and inserting "1%".

Clause 7.1.3 is amended by deleting "14 days" and inserting "7 days".

Clause 7.2.1 is amended by deleting "10%" and inserting "5%".

Clause 8.1.1 is amended by deleting the words "on reasonable grounds".

Clause 10.1 is amended by including the words "or delay completion" after the word "terminate".

Clause 10.1 is amended by inserting **new clause 10.1.10**:

"10.1.10 any claim, grant, order or declaration for native title, land rights or heritage protection whether at common law, under the *Aboriginal Land Rights Act 1983* (NSW), *Native Title Act 1993* (Cth), *Native Title (New South Wales) Act 1994* (NSW), *Aboriginal and Torres Strait Islander Heritage Protection Act 1984* (Cth), *Heritage Act 1977* (NSW) or otherwise."

Clause 27.5 is amended by including after the word "a party," in the first line of the clause, the words, "(other than a condition requiring a party to carry out fencing work),".

If there is any inconsistency between any clause in the printed form and any of these additional provisions, the additional provisions prevail.

34. Conditions of sale of land by auction

- (a) The Bidders' record means the bidders' record to be kept pursuant to clause 13 of the Property and Stock Agents Regulation 2014 and section 68 of the Property and Stock Agents Act 2002.
- (b) The vendor's reserve price must be given in writing to the auctioneer before the auction commences.
- (c) A bid for the vendor cannot be made unless the auctioneer has, before the start of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor.
- (d) The highest bidder is the purchaser, subject to any reserve price.
- (e) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
- (f) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor.

- (g) 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.
- (h) A bid cannot be made or accepted after the fall of the hammer.
- (i) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement for sale.

In addition to the conditions above the following conditions apply to the sale by auction of residential property or rural land:

- (j) All bidders must be registered in the bidders' record and display an identifying number when making a bid.
- (k) The auctioneer may make only one vendor bid at an auction of residential property or rural land.
- (l) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller.

In addition to the conditions set out above the following conditions apply to the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator

- (m) More than one vendor bid may be made to purchase the interest of a co-owner.
- (n) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.
- (o) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.
- (p) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.

35. Death, incapacity or insolvency of either party

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

- (a) die or become mentally ill, then the other party may rescind this contract by notice in writing to the first party's solicitor. At that time, this contract will, without the need for notice, be at an end and the provisions of clause 19 will apply; or
- (b) being a company have a summons for its winding up presented or enter into any scheme of arrangement with its creditors or have a liquidator receiver or official manager of it appointed, then the first party is in default under this contract.

36. No representations

The purchaser represents and warrants that in entering this contract the purchaser has:

- (a) not relied upon any representation or warranties about its subject matter by the vendor or its agents except those set out in this contract; and
- (b) relied only on the purchaser's own enquiries or enquiries made on the purchaser's behalf which relate to the property.

37. Property sold in present condition

The Purchaser acknowledges that the purchaser:

- (a) accepts the property in its present condition and state of repair together with all faults latent and patent subject to fair wear and tear as provided in clause 10.1.4; and
- (b) cannot make any objection, requisition or claim, or rescind, terminate or delay completion of this contract because of the condition or state of repair or any such faults of the property.

38. Vendor warranty as to stock diseases

- (a) The vendor warrants that, to the best of their knowledge and belief, the property and the livestock brought onto and presently on the property have not been affected by the following diseases:

- (i) bovine and ovine Johne's diseases;
- (ii) ovine footrot;
- (iii) ovine brucellosis;
- (iv) enzootic bovine leucosis;
- (v) anthrax; or
- (vi) cattle tick,

and the land does not contain the following residues:

- (vii) organochlorines (eg. DDT, dieldrin etc.);
- (viii) chlorfluazuron; or
- (ix) PCBs.

However, the purchaser acknowledges that the land has been used as a working farm and there may have been sheep and cattle dips in use, chemicals stored, fuel tanks and drums used and empty drums dumped on the land at some period of time in the past.

- (b) The vendor warrants that, to the best of its knowledge and belief, there is no current quarantine, detention, notice, notification or order affecting the land or livestock presently on it.

39. Capacity of the property

The vendor makes no representations or warranties in respect of:

- (a) the agricultural capacity of the property;
- (b) the livestock carrying capacity of the property;
- (c) the income producing capacity of the property; or
- (d) the suitability of the property for any purpose,

and the purchaser acknowledges and agrees that in entering into this contract they have wholly relied upon their own enquiries, inspections and investigations relating to all matters set out or referred to in this clause 38.

40. Depasturing

The vendor agrees with the purchaser that from the date of this contract to the completion date, the vendor will not, without the prior consent of the purchaser, depasture or allow to be depastured any more than the total number of stock presently depastured on the property, together with progeny and any natural increase.

41. Fencing

- (a) The purchaser will take the property with all existing boundary and internal fencing in its current state of repair and condition, including with any fair wear and tear that may occur to such fencing between the date of this contract and its completion.
- (b) The purchaser will not make any objection, requisition, or claim, or rescind, terminate or delay completion of this contract because:
 - (i) of the ownership of any fence;
 - (ii) any boundary is not fenced;
 - (iii) any fencing is not actually on the correct boundary lines;
 - (iv) any fence is a give and take fence; or
 - (v) any fence is or may be the subject of an agreement or order of any land board, court or other competent authority relating to give and take fences.
- (c) clause 10.1.1 of the standard contract provisions is deleted and does not apply to this contract.

42. No requisitions

The purchaser will not make any objection, requisition, or claim, or rescind, terminate or delay completion of this contract because:

- (a) a person has:
 - (i) breached the Rural Workers Accommodation Act 1969 (NSW);
 - (ii) constructed a dam on a creek or watercourse passing through the property without consent from the relevant authority; or
 - (iii) breached the Water Act 1912 (NSW) or the Water Management Act 2000 (NSW) in respect of that dam,
- (b) of the presence or existence of any noxious weeds on the property;
- (c) any roads or road reservations traverse the property;
- (d) a gate or gates have been erected across a road or roads traversing the property;
- (e) of any lack of legal access to the property;
- (f) the vendor does not hold a permit or authority to enclose roads within the boundaries of the property;
- (g) the vendor does not hold a permit or authority to carry rabbit-proof or other fencing across any road dividing or adjoining the property;
- (h) the septic system is not registered with the local council or because of the state and condition of the septic system; and
- (i) the existence of roads is not disclosed by the particulars of title.

43. Sale subject to existing permits and licences etc.

- (a) The property is sold subject to existing licences and/or approvals for irrigation, bores, wells and levees. The vendor will use its best endeavours to transfer all licences and approvals to the purchaser on completion and license fees will be adjusted as a periodic outgoing in accordance with clause 14 of this contract.
- (b) Any permit to enclose roads or water courses for the property held by the vendor will be transferred to and accepted by the purchaser on completion. All rent payable for the permit will be adjusted as a periodic outgoing in accordance with clause 14 of this contract and any transfer fees will be payable by the purchaser.
- (c) The purchaser will not make any objection, requisition or claim, or rescind, terminate or delay completion of this contract because:

- (i) of any permit not being held by the vendor for any road or water course enclosed with the property;
- (ii) of the severance of any of the property sold by any road, creek, river, other holding or otherwise by any rights acquired by any person or company over the property or any part of the property under the Mining Acts of New South Wales; or
- (iii) the vendor does not hold a licence under the Water Act 1912 or Water Management Act 2000 or an approval under the Water Management Act 2000 for any water supply, drainage or flood works on the property. The vendor will not be responsible for the absence of any licence, permit or approval for bores, pumps, dams, levee banks and other works to which the Water Act 1912 or the Water Management Act 2000 extends.

44. No agent other than named agent

- (a) The purchaser:
 - (i) warrants that the purchaser was not introduced to the property or the vendor by any real estate agent or other person entitled to claim commission as a result of this sale (other than the vendor's agent or co-agent, if any, specified in this contract); and
 - (ii) indemnifies the vendor, against:
 - (A) any claim for commission by any real estate agent or other person (other than the vendor's agent or co-agent, if any, specified in this contract) arising out of any such introduction of the purchaser; and
 - (B) claims and expenses of and incidental to the defence and determination of any such claim made against the vendor.
- (b) Rights under this clause do not merge on completion.

45. Notice to complete

- (a) Notwithstanding any rule of law or equity to the contrary, the parties expressly agree that any notice to complete given by either party to the other party under this contract shall be sufficient as to time if a period of 14 days from the date of service of the notice is allowed for completion.
- (b) In the event that the vendor is required to issue a notice to complete, the purchaser must pay to the vendor on completion an additional sum of \$330.00 (GST inclusive) for legal costs incurred by the vendor upon the issue of the notice to complete.

46. Interest for late completion

If this contract is not completed by the completion date and the vendor is ready willing and able to complete, then in addition to any other right the vendor may have under this contract or otherwise, the purchaser must, on completion of this contract:

- (a) pay to the vendor interest on the unpaid balance of the purchase price at the rate of 7.5% per annum calculated on a daily basis, from and including the completion date, until completion actually takes place;
- (b) the obligation of the purchaser to pay interest to the vendor under this special condition is an essential term and continues with any other monies payable by the purchaser to the vendor under this contract; and
- (c) interest payable under this special condition is a genuine pre-estimate of liquidated damages and will be deemed to form part of the balance of purchase monies due and payable on completion.

47. Vendor not bound to remove rubbish

If at completion, any chattels not included in this sale remain on the property (including disused equipment, junk or rubbish) then the purchaser agrees to complete this contract and will not require the chattels to be removed from the property by the vendor either before or after completion.

48. Purchaser's risk

- (a) To the extent to which the parties may contract out of the provisions of Division 7 of Part 4 of the Conveyancing Act 1919 (so that the risk in the improvements forming part of the property passes to the Purchaser on the date of this Contract) they hereby do so.
- (b) Subject to sub-clause (a), this Contract will not be affected by any loss or damage to the property by fire, lightning, storm, tempest, malicious acts or otherwise or any diminution of the value thereof from any cause whatsoever which occurs between the date of this Contract and the completion date unless attributable to the deliberate act or default of the Vendor.

49. Depreciation and Tax

- (a) It is agreed that the consideration receivable for any plant (as defined by the Income Tax Assessment Act) which passes with the property sold shall for the purposes of that Act be the written down value as ascertained in accordance with the Act provided that the consideration for any item of plant having no residual value shall be \$1.00.
- (b) Any improvements on the property constructed after 20 September 1985 (or before that date if the property was acquired by the vendor on or after that date) on which the vendor has not claimed depreciation are deemed sold at the vendor's indexed cost base at the date of this Contract.

50. Land in Western Division

From settlement and pending registration of the Transfer, the purchaser indemnifies the vendor against all claims or liability or otherwise arising from any breach of the terms, covenants and conditions contained in the Western Lands Lease sold herein or resulting from any act or omission on the part of the purchaser, his employees, agents, contractors or invitees or any person acting under or with his authority or permission.

51. GST

In this clause:

- (a) GST refers to the Goods and Services Tax under the *GST Act* and the terms used have the meaning as defined in the *GST Act*.
- (b) the vendor and the purchaser agree that the sale of the *property* is GST-free because:
 - (i) a farming business has been carried on, on the land for at least five (5) years preceding the date of this contract; and
 - (ii) the purchaser intends that a farming business be carried on, on the land.
- (c) the purchaser agrees that in the event that before completion of this contract he does not intend that a farming business be carried on, on the land, he will before completion notify the vendor of this in writing.
- (d) If as a result of the purchaser failing to carry on a farming business on the land in breach of subclause (b)(ii), or of something else known to the purchaser and not the vendor, the supply constituted by the sale of the land is to any extent a taxable supply, then the purchaser shall on demand pay to the vendor by way of further consideration for the land, the amount of the GST.
- (e) In the event that subclause (d) applies, the vendor must deliver to the purchaser as a precondition to such payment a tax invoice in a form which complies with the *GST Act*.
- (f) this clause shall not merge on completion of this contract.

52. Exclusion of sale from and removal of crops

The cereal crops at present growing on the property are excluded from the sale and may be harvested and removed by the vendor. If necessary, the vendor reserves the right to enter the property after completion of this contract to remove any grain remaining from the harvest of the current crop.

53. DocuSign

- (a) The parties acknowledge and agree that prior to the execution of this contract both the vendor and the purchaser consented to the contract being electronically signed using DocuSign.
- (b) This contract may be validly created by counterparts electronically signed by each party using DocuSign and shall together be deemed to constitute one and the same instrument.
- (c) It is agreed that the delivery of a counterpart of the contract bearing an electronic signature rather than a 'wet' signature shall be deemed to bind the party whose signature is so represented.
- (d) For the avoidance of doubt, no witnessing of a parties signature is required.
- (e) The parties agree to be bound by copies of this contract which have been electronically signed using DocuSign in accordance with this special condition.
- (f) The parties agree that they will be bound by, have complied with, and will comply with, the *Electronic Transactions Act 2000*, in relation to the execution of this contract.
- (g) In this special condition 53, DocuSign means the secure electronic signature technology system operated by DocuSign Inc.

54. Guarantee

- (a) In this special condition:
 - (i) the Guarantors are _____ ; and
 - (ii) Guaranteed Money means all amounts which at any time, for any reason and subject to any contingency, are or may be come payable by the purchaser to the vendor in connection with, or as a result of any breach of, this contract.
- (b) The Guarantors acknowledge that the vendor has entered this contract at the request of the Guarantors and in reliance on the guarantee and indemnity set out in this special condition.
- (c) The Guarantors unconditionally and irrevocably guarantee payment to the vendor of the Guaranteed Money.
- (d) If the purchaser does not pay the Guaranteed Money on time and in accordance with the terms of this contract, the Guarantors agree to pay the Guaranteed Money to the vendor on demand whether or not demand has been made on the purchaser. A demand may be made at any time.
- (e) In consideration of the vendor selling the property to the purchaser under this contract at the request of the Guarantors, the Guarantors guarantee the performance of all the obligations of the purchaser under this contract. The guarantors indemnify the vendor from any liability, claim, expense or loss that the vendor may incur arising out of the purchaser's failure to perform any of its obligations under this contract.

- (f) As a separate obligation, the Guarantors indemnify the vendor against all liability or loss arising from:
 - (i) the Guaranteed Money not being recoverable from the guarantors or the purchaser because of any circumstances; and
 - (ii) any costs, charges or expenses incurred in connection with clauses 54(d) and 54(e) of this special condition.
- (g) This guarantee and indemnity is a continuing security and extends to all of the Guaranteed Money and other money payable under this guarantee and indemnity. The Guarantors cannot require the vendor to proceed against or enforce any other right, power, remedy or security, or claim payment from the purchaser or any other person before claiming from the Guarantors under this guarantee and indemnity.
- (h) The liabilities under this guarantee and indemnity of the Guarantors as a guarantor, principal debtor or indemnifier and the rights of the vendor under this guarantee and indemnity are not affected by anything which might otherwise affect them including, without limitation, one or more of the following:
 - (i) the vendor or another person granting time or other indulgence to, compounding or compromising with or releasing the purchaser;
 - (ii) acquiescence, delay, acts, omissions or mistakes on the part of the vendor; or
 - (iii) any variation or novation of a right of the vendor, or alteration of this contract or a document, in respect of the purchaser.
- (i) Until the Guaranteed Money is paid in full, the Guarantors may not, without the consent of the vendor:
 - (i) try to reduce their liability under this guarantee and indemnity, raise a defence, set-off or counter-claim available to them or the purchaser against the vendor, or claim a set-off or make a counter-claim against the vendor;
 - (ii) make a claim or enforce a right or a security against the purchaser or its property;
 - (iii) prove in competition with the vendor if a liquidator, provisional liquidator, official manager or trustee in bankruptcy is appointed in respect of the purchaser or if the purchaser is otherwise unable to pay its debts when they fall due; or
 - (iv) claim to be entitled by way of contribution, indemnity, subrogation, marshalling or otherwise to the benefit of a mortgage, charge, other encumbrance or guarantee held for the Guaranteed Money or other money payable under this guarantee and indemnity.
- (j) The Guarantors represent and warrant that their obligations under this guarantee and indemnity are valid and binding and that they do not enter into it in the capacity of a trustee of any trust or settlement.
- (k) This special condition is an essential term of this contract.

SIGNED by the guarantor.....)
.....in the presence of:)

Signature

Signature of witness

Print name of witness

SIGNED by the guarantor.....)
.....in the presence of:)

Signature

Signature of witness

Print name of witness

LIST OF INCLUSIONS

3 Bed homestead.

- Cellair evaporative air conditioner
- Wood and electric stove
- Electric hot water system
- Wood heater
- 1 x Westinghouse Upright fridge/freezer
- 1 x Westinghouse fridge,
- 1 x Westinghouse upright freezer,
- 1 x Essentials 700W microwave oven
- 1 x Stirling 900W 30L microwave oven
- 40,000L tank world tank and Davey electric pump
- 10,000L Tank world tank and Davey electric pump
- Speed queen washing machine
- Garden shed.

2 Bedroom Cottage.

- 6 x Single beds
- Ceiling fans
- 2 x Divans
- TV
- Panasonic RC Air conditioner
- Coffee table
- Wood heater
- Electric hot water system
- Kitchen and dining table
- 6 x chairs
- Electrolux fridge/ freezer
- Fisher & Paykel fridge
- GVA microwave
- Everhot wall oven
- Chef hot plates
- Breakfast bar
- Wood stove
- Fisher & Paykel washing machine
- Chest freezer
- 30,000L Tankworld tank
- Claytech pressure system
- Table
- Coffee table
- 6 x chairs
- 2 x single lounge chairs
- Garden shed
- Meat house
- Carport.

2 Unit workman's quarters.

- Electric hot water system
- Beds
- Wardrobe
- Desk
- Office chair
- RC air conditioner

Other inclusions.

- 12m x 28m Raised board woolshed 3 stands not equipped including pens
- Transportable yards with drafting race
- 20m x 42m Machinery shed
- 7m x 20m Machinery shed
- 3 x Rainwater tanks
- 13.02kw Solar system connect to the grid
- 45 T approx. Elevated silo.



FOLIO: 2/751884

SEARCH DATE	TIME	EDITION NO	DATE
25/10/2022	11:22 AM	2	23/9/1991

LAND

LOT 2 IN DEPOSITED PLAN 751884
LOCAL GOVERNMENT AREA BOGAN
PARISH OF HUNTLY COUNTY OF COWPER
(FORMERLY KNOWN AS PORTION 2)
TITLE DIAGRAM CROWN PLAN 404.1822

FIRST SCHEDULE

ESTATE: PERPETUAL LEASE

GLYNN PATRICK PAUL
JANICE MAE PAUL
AS JOINT TENANTS (T Z937725)

SECOND SCHEDULE (7 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE MEMORANDUM S700000C
- 2 EXCEPTING ANY ROADS AND RESUMED LAND NOT INCLUDED IN THE LEASE
- * 3 WESTERN LANDS LEASE NO. 2559 (PART)
- 4 SUBJECT TO THE PROVISIONS OF THE WESTERN LANDS ACT, 1901 PARTICULARLY AS REGARDS PAYMENT OF ANNUAL RENT AND OTHER DUES, RESTRICTIONS ON DEALINGS AND ON SUBDIVISION - SEE SECTION 18G AND 18FA
- * PURPOSE OF LEASE : GRAZING
- * AH330628 AREA OF LEASE : 7774 HA
- 5 INQUIRIES, PARTICULARLY IN RESPECT OF LEASE CONDITIONS AND/OR SUBDIVISION OF THE LEASE, SHOULD BE MADE OF THE DEPARTMENT OF INDUSTRY - LAND AND WATER - FAR WEST REGION BEFORE DEALING WITH THIS FOLIO
- 6 THIS FOLIO CANNOT BE DEALT WITH SEPARATELY FROM THE BALANCE OF THE ABOVE HOLDING WHICH COMPRISES LOTS 2 IN DP751884, LOT 578 IN DP761641 AND LOT 6076 IN DP768926
- * 7 AG626488 PROPERTY VEGETATION PLAN FOR EXPIRY: SEE DEALING

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

22412

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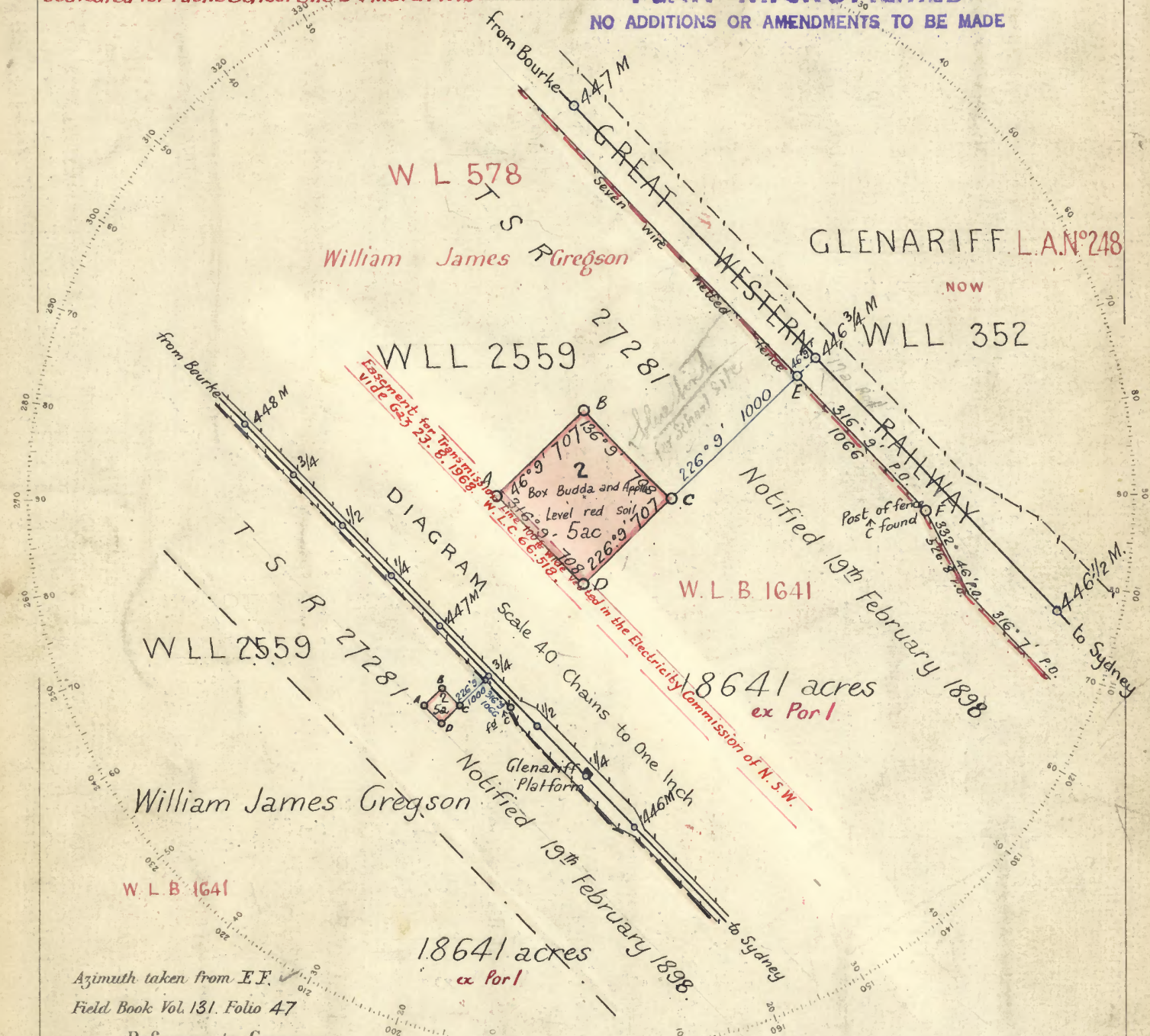
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ENCLOSURE
 Papers
 17/2292
 WESTERN LAND BOARD

PLAN OF PORTION N°2
County of Cowper Parish of Huntly
 Land District of Bourke Land Board District of Bourke Western Division
 Proposed to be withdrawn from Western Lands Lease N°2559 and TSR N°27281
 as a Site for Public School area 5 acres ✓

Within T. S. R 27281 Notified 19th February 1898 : Revoked 22nd March 1918
 Within the Extension to Bogan Gold Field Proclaimed 12th June 1897
 Dedicated for Public School Site 3rd March 1918

PLAN MICROFILMED
 NO ADDITIONS OR AMENDMENTS TO BE MADE



Azimuth taken from E.F. ✓
 Field Book Vol. 131. Folio 47

Reference to Corners

Corner	Bearing	From	Links	N° on Tree
A	147° 40'	Box	96 1/2	↑ 2 ✓
B	229° 0'	Box	19 1/2	↑ 2 ✓
C	319° 40'	Box	27	↑ 2 ✓
D	248° 27'	Box	80	↑ 2 ✓

Improvements. NIL ✓

Reference to Traverse

Line	Bearing	Distance

I hereby certify that I in person made and on the 25th May 1917 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.

A. W. Mullen
 Licensed Surveyor
 Secretary, W.L. Board
 Transmitted to the Registrar-General with my letter of 30th May 1917 N° 49

Voucher N° ~ Passed (Staff Sure)
 Calculation Book N° ~ Folio ~
 Checked and Charted *J. H. Johnson* 20th June 1917
 Examined *J. H. Johnson* 20th June 1917
 Plan approved *A. W. Mullen*
 Chief Draftsman
 28th June 1917

Standard Tracing
 prepared 6.7.1917



FOLIO: 578/761641

SEARCH DATE	TIME	EDITION NO	DATE
25/10/2022	11:22 AM	2	23/9/1991

LAND

LOT 578 IN DEPOSITED PLAN 761641
 LOCAL GOVERNMENT AREA BOGAN
 PARISH OF EDENHOPE COUNTY OF COWPER
 PARISH OF HUNTLY COUNTY OF COWPER
 TITLE DIAGRAM WESTERN LANDS PLAN 1641 FILED AS DP761641

FIRST SCHEDULE

ESTATE: PERPETUAL LEASE

GLYNN PATRICK PAUL
 JANICE MAE PAUL
 AS JOINT TENANTS (T Z937725)

SECOND SCHEDULE (8 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE MEMORANDUM S700000C
- 2 EXCEPTING ANY ROADS AND RESUMED LAND NOT INCLUDED IN THE LEASE
- * 3 WESTERN LANDS LEASE NO. 2559 (PART)
- 4 SUBJECT TO THE PROVISIONS OF THE WESTERN LANDS ACT, 1901 PARTICULARLY AS REGARDS PAYMENT OF ANNUAL RENT AND OTHER DUES, RESTRICTIONS ON DEALINGS AND ON SUBDIVISION - SEE SECTION 18G AND 18FA
- * PURPOSE OF LEASE : GRAZING
- * AH330628 AREA OF LEASE : 7774 HA
- 5 INQUIRIES, PARTICULARLY IN RESPECT OF LEASE CONDITIONS AND/OR SUBDIVISION OF THE LEASE, SHOULD BE MADE OF THE DEPARTMENT OF INDUSTRY - LAND AND WATER - FAR WEST REGION BEFORE DEALING WITH THIS FOLIO
- 6 THIS FOLIO CANNOT BE DEALT WITH SEPARATELY FROM THE BALANCE OF THE ABOVE HOLDING WHICH COMPRISES LOTS 2 IN DP751884, LOT 578 IN DP761641 AND LOT 6076 IN DP768926
- * 7 AG626488 PROPERTY VEGETATION PLAN FOR EXPIRY: SEE DEALING
- * 8 AH330628 THE LAND COMPRISED WITHIN THE LEASE EXCLUDES LOT 22 IN DP1173662 WHICH IS PUBLIC ROAD

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

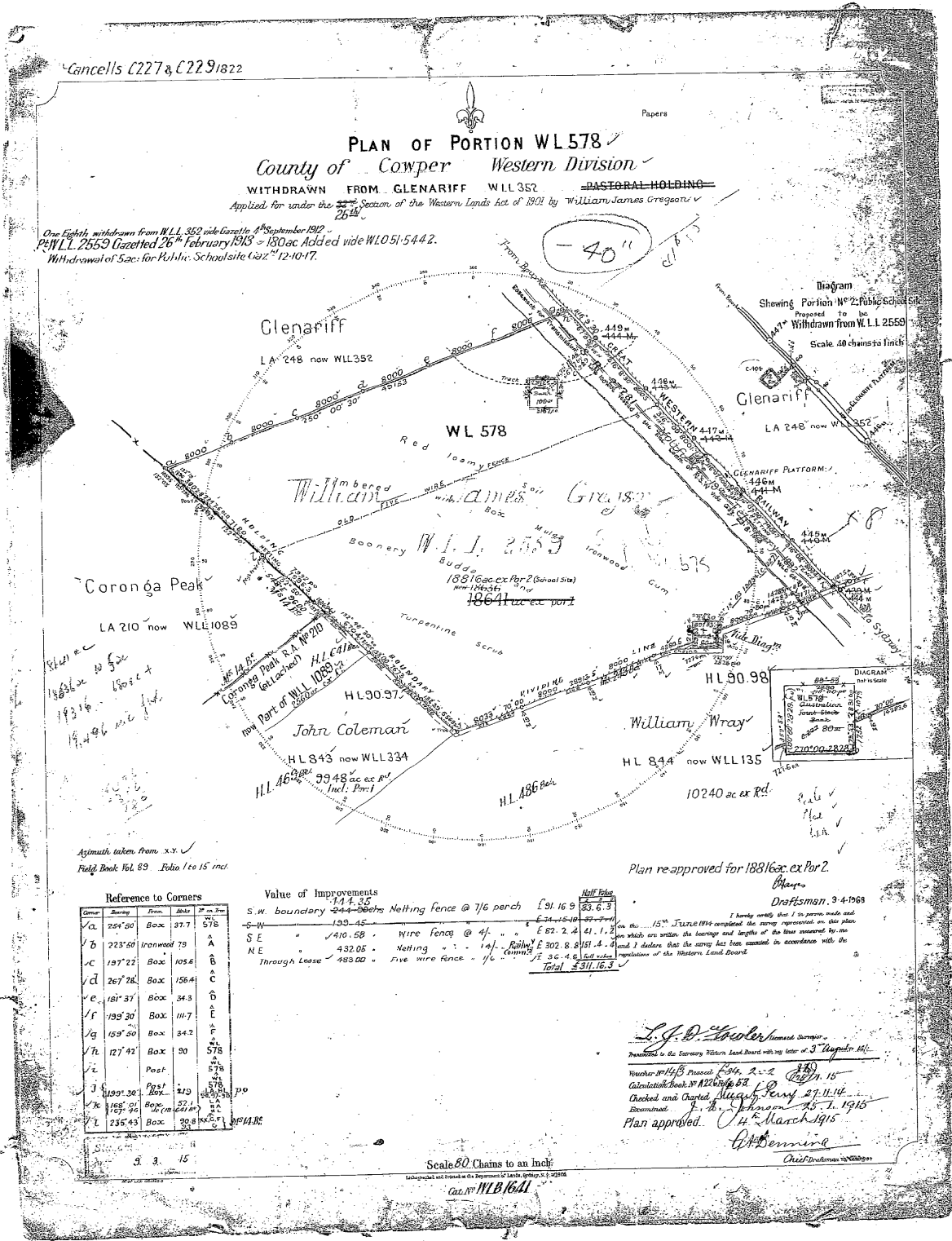
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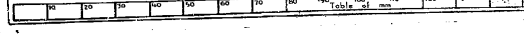
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Description	Value	Half Value
S.W. boundary	144.85	72.425
Melting fence @ 7/6 perch	191.169	95.5845
Wire fence @ 4/11	802.24	401.12
Netting	432.05	216.025
Five wire fence @ 1/4	30.46	15.23
Total	1531.769	765.8845

This photograph was made as a record of a map in the custody of the Western Lands Commission this day, 5th July, 1985





FOLIO: 6076/768926

SEARCH DATE	TIME	EDITION NO	DATE
25/10/2022	11:22 AM	2	23/9/1991

LAND

LOT 6076 IN DEPOSITED PLAN 768926
 LOCAL GOVERNMENT AREA BOGAN
 PARISH OF HUNTLY COUNTY OF COWPER
 TITLE DIAGRAM WESTERN LANDS PLAN 8926 FILED AS DP768926

FIRST SCHEDULE

ESTATE: PERPETUAL LEASE

GLYNN PATRICK PAUL
 JANICE MAE PAUL
 AS JOINT TENANTS (T Z937725)

SECOND SCHEDULE (8 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE MEMORANDUM S700000C
- 2 EXCEPTING ANY ROADS AND RESUMED LAND NOT INCLUDED IN THE LEASE
- * 3 WESTERN LANDS LEASE NO. 2559 (PART)
- 4 SUBJECT TO THE PROVISIONS OF THE WESTERN LANDS ACT, 1901 PARTICULARLY AS REGARDS PAYMENT OF ANNUAL RENT AND OTHER DUES, RESTRICTIONS ON DEALINGS AND ON SUBDIVISION - SEE SECTION 18G AND 18FA
- * PURPOSE OF LEASE : GRAZING
- * AH330628 AREA OF LEASE : 7774 HA
- 5 INQUIRIES, PARTICULARLY IN RESPECT OF LEASE CONDITIONS AND/OR SUBDIVISION OF THE LEASE, SHOULD BE MADE OF THE DEPARTMENT OF INDUSTRY - LAND AND WATER - FAR WEST REGION BEFORE DEALING WITH THIS FOLIO
- 6 THIS FOLIO CANNOT BE DEALT WITH SEPARATELY FROM THE BALANCE OF THE ABOVE HOLDING WHICH COMPRISES LOTS 2 IN DP751884, LOT 578 IN DP761641 AND LOT 6076 IN DP768926
- * 7 AG626488 PROPERTY VEGETATION PLAN FOR EXPIRY: SEE DEALING
- * 8 AH330628 THE LAND COMPRISED WITHIN THE LEASE EXCLUDES LOT 23 IN DP1173662 WHICH IS PUBLIC ROAD

NOTATIONS

DP1173662 NOTE: PLAN OF PROPOSED EASEMENT

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

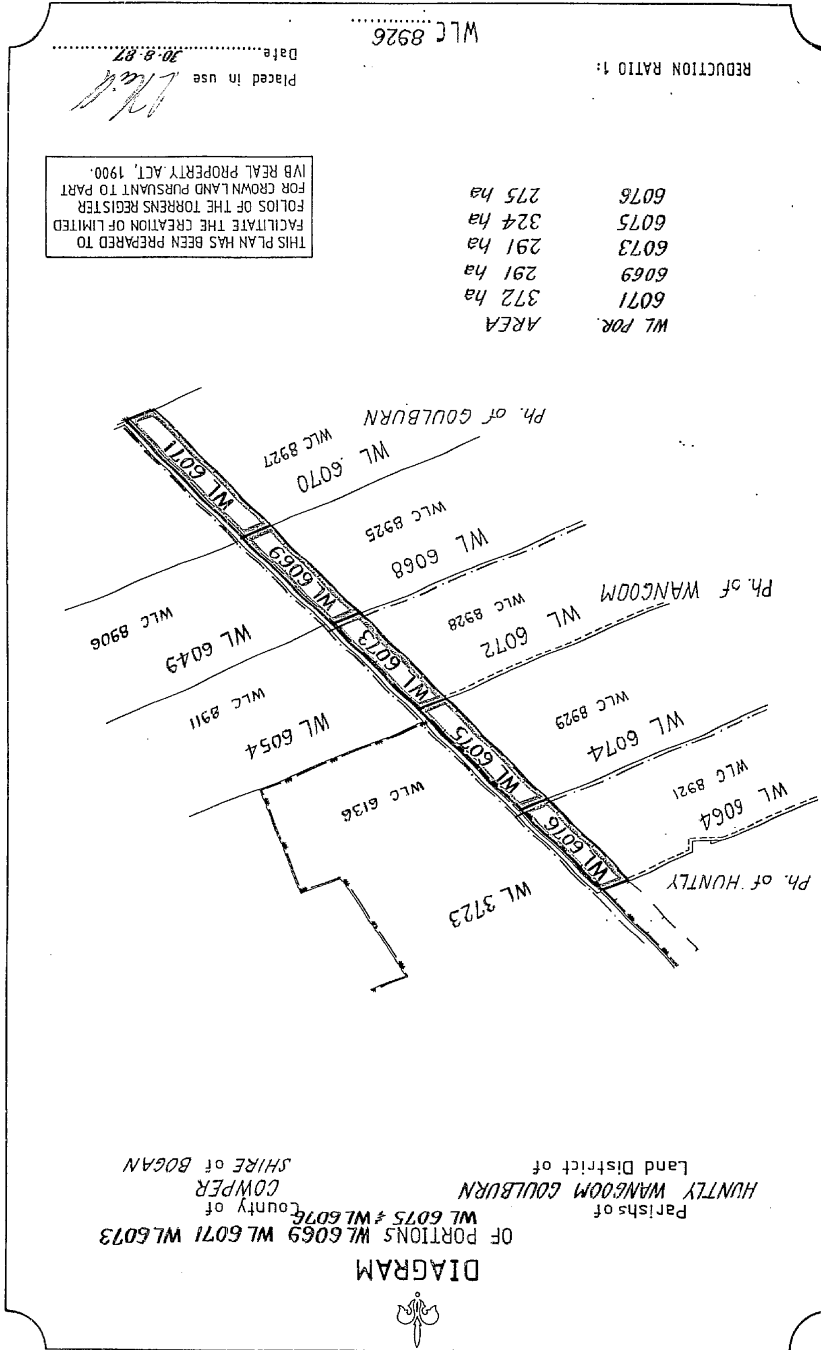
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 this day, 30th June, 1987



FOLIO: 3402/765690

SEARCH DATE	TIME	EDITION NO	DATE
25/10/2022	11:22 AM	2	23/9/1991

LAND

LOT 3402 IN DEPOSITED PLAN 765690
LOCAL GOVERNMENT AREA BOGAN
PARISH OF BELARS COUNTY OF COWPER
TITLE DIAGRAM WESTERN LANDS PLAN 5690 FILED AS DP765690

FIRST SCHEDULE

ESTATE: PERPETUAL LEASE

GLYNN PATRICK PAUL
JANICE MAE PAUL
AS JOINT TENANTS (T Z937725)

SECOND SCHEDULE (6 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE MEMORANDUM S700000C
- 2 EXCEPTING ANY ROADS AND RESUMED LAND NOT INCLUDED IN THE LEASE
- * 3 WESTERN LANDS LEASE NO. 5719
- * 4 SUBJECT TO THE PROVISIONS OF THE WESTERN LANDS ACT, 1901 PARTICULARLY AS REGARDS PAYMENT OF ANNUAL RENT AND OTHER DUES, RESTRICTIONS ON DEALINGS AND ON SUBDIVISION - SEE SECTION 18G AND 18FA
- * PURPOSE OF LEASE : GRAZING
- * AREA OF LEASE : 4877 HECTARES
- 5 INQUIRIES, PARTICULARLY IN RESPECT OF LEASE CONDITIONS AND/OR SUBDIVISION OF THE LEASE, SHOULD BE MADE OF THE DEPARTMENT OF INDUSTRY - LAND AND WATER - FAR WEST REGION BEFORE DEALING WITH THIS FOLIO
- * 6 AG626488 PROPERTY VEGETATION PLAN FOR EXPIRY: SEE DEALING

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

22412

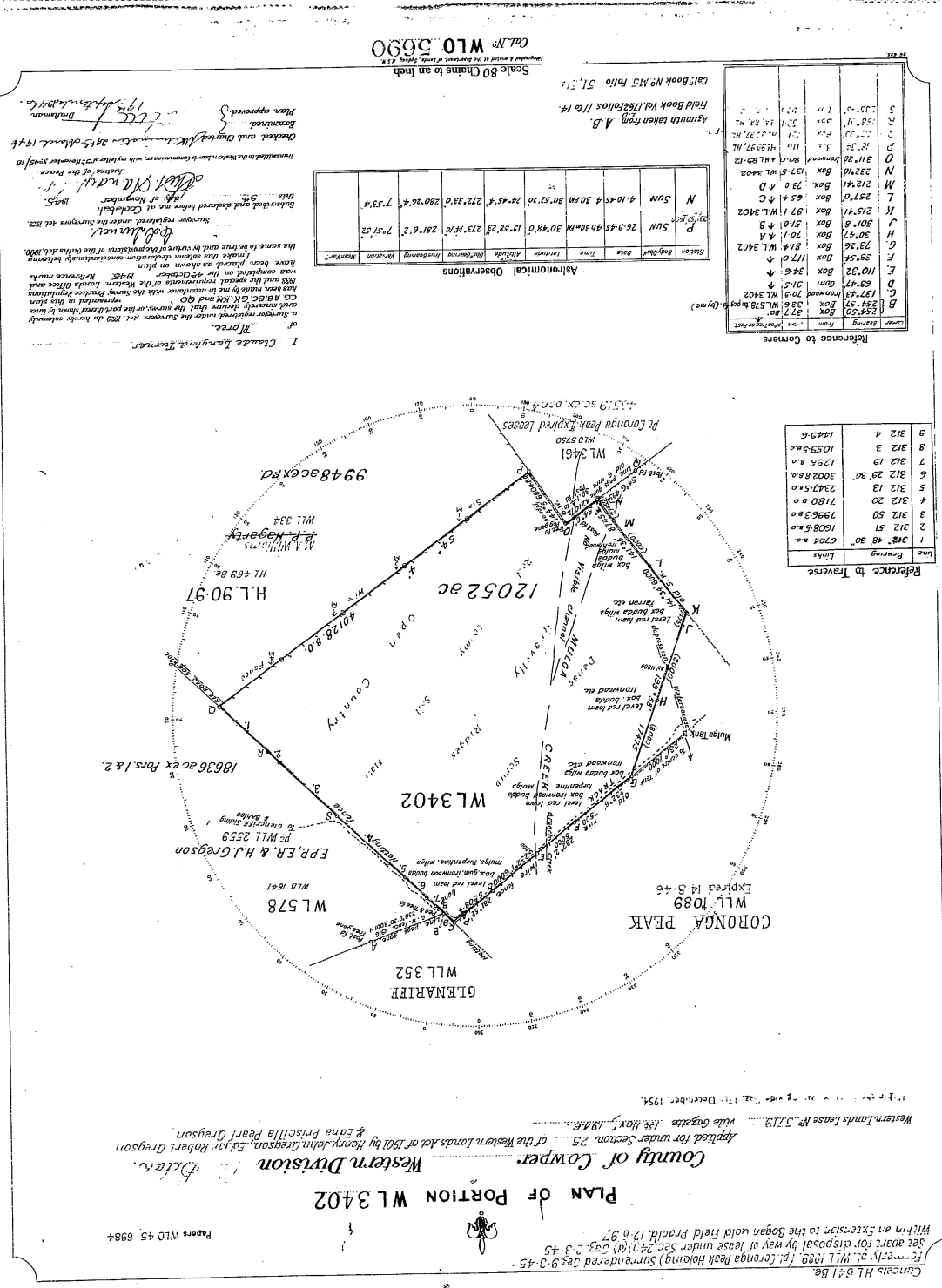
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Form: 13VP
 Release: 1.2
 www.lpma.nsw.gov.au

**PROPERTY
 VEGETATION
 PLAN**



AG626488W

New South Wales
 Section 31
 Native Vegetation Act 2003

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

(A) TORRENS TITLE	6076//768926, 3402//765690, 2//751884, 578//761641,							
(B) LODGED BY	<table border="1"> <tr> <td>Document Collection Box</td> <td>Name, Address or DX, Telephone, and Customer Account Number if any</td> <td>CODE</td> </tr> <tr> <td>62230 32117</td> <td>Western Catchment Management Authority Acct. 130716A Reference:</td> <td>VP</td> </tr> </table>	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE	62230 32117	Western Catchment Management Authority Acct. 130716A Reference:	VP	
Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE						
62230 32117	Western Catchment Management Authority Acct. 130716A Reference:	VP						
(C) REGISTERED PROPRIETOR	JANICE MAE PAUL, GLYNN PATRICK PAUL,							
(D) APPLICANT	Western Catchment Management Authority							
(E) AGREEMENT	Property Vegetation Plan dated	Abstract annexed hereto and marked ANNEXURE A						

The Western Catchment Management Authority or delegate hereby notifies the Registrar General that:

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

DATE 28.10.11

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

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

(F) Signature of witness:

Cathy Young
 Name of witness:
CATHY YOUNG

Signature of authorised officer:

Ken Harrison
 Name of authorised officer:
KEN HARRISON
GENERAL MANAGER
Western Catchment
Management Authority
 Position of authorised officer:



Catchment Management Authorities
 New South Wales

Notice of existence of a Property Vegetation Plan
Under the Native Vegetation Act 2003

The Western Catchment Management Authority has granted Property Vegetation Plan over the following property;
BAHLOO STATION

COOLABAH NSW 2831

Described as

Lot	DP	LGA
6076	768926	BOGAN
3402	765690	BOGAN
2	751884	BOGAN
578	761641	BOGAN

The Property Vegetation Plan:

- Provides for the management of native vegetation (eg. Invasive Native Scrub Management);

The Property Vegetation Plan commences on:

The Property Vegetation Plan ends on: **or "IN PERPETUITY"**

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

Janice Mae Paul

Name of the Landholder

Janice Paul
Signature

28-09-11
Date

Glynn Patrick Paul

Name of the Landholder

Glynn Paul
Signature

28-09-11
Date

Sharon Hawke
 Delegate of Western Lands Commissioner

Sharon Hawke
Signature

Shawke
Signature

14.10.11
Date

KEN HARRISON
GENERAL MANAGER
 Western Catchment Management Authority

General Manager of the Western Catchment Management Authority
 Delegate of the Minister for Climate Change and the Environment

Ken Harrison
Signature

28/10/11
Date

Notice of the Property Vegetation Plan registration has been sent to registered mortgagees. **LANDHOLDER TO NOTIFY**

For any enquiries please contact Kate Nicolson on telephone (02) 6841 2754 or e-mail on kate.nicolson@cma.nsw.gov.au

2

Form: 19MA
Release: 1.0
www.lands.nsw.gov.au

**APPLICATION FOR RECORDING OF
ACTION AFFECTING A CROWN HOLDING**



AH330628G

New South Wales
Section 13K Real Property Act 1900

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

TORRENS TITLE

SEE ANNEXURE "A"

LODGED BY

Document Collection Box 551J	Name, Address or DX, Telephone, and LLPN if any DEPARTMENT OF PRIMARY INDUSTRIES CROWN LANDS DIVISION (123401S) PO BOX 1840, DUBBO NSW 2830	CODE MA
	Reference: 11/11817	

APPLICANT

DEPARTMENT OF PRIMARY INDUSTRIES

The applicant advises that the action detailed in annexure "B" has been taken in respect of the above land and pursuant to section 13K of the Real Property Act 1900 requests the Registrar General to make all necessary recordings in the Register to give effect to this action.

DATE 24 October 2012

Signed on behalf of the Minister administering the Crown Lands Acts by an authorised officer, who certifies this application to be correct for the purposes of the Real Property Act 1900.

Signature of authorised officer: 

Name of authorised officer: REX MILLER

Position of authorised officer: Legal Roads Network Coordinator

Far West Region

ANNEXURE "A"

This is page 1 of 1 page of Annexure "A" referred to in the Application For Recording Of Action Affecting A Crown Holding dated 24 October 2012.

TORRENS TITLE:

4133/766638
6774/823889
6773/823889
1/751866
2/751866
6717/820489
6771/822099
6772/822099
4803/768072
4804/768072
87/751852
6092/768950
3718/766131
578/761641
6076/768926
6075/768926
6073/768926
6069/768926
6071/768926
6798/823907



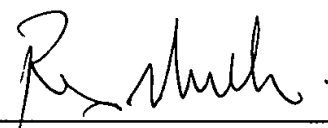
Signature of Authorised Officer

ANNEXURE "B"

This is page 1 of 1 page of Annexure "B" referred to in the Application For Recording Of Action Affecting A Crown Holding dated 24 October 2012.

The Minister for Primary Industries, being the Minister responsible for administering the Western Lands Act 1901, has withdrawn pursuant to Section 35Q of that Act the lands referred to vide Government gazette of 12 October 2012 Folios 4348 - 4349 and as the Minister responsible for administering Section 12 of the Roads Act 1993, has dedicated as public road pursuant to that Act the lands referred to vide Government gazette of 12 October 2012 Folios 4349 - 4350.

As a consequence of the withdrawal, the Registrar is requested to amend the Second Schedules of the Certificates of Title indicated in Column 3 by amending the areas of each lease as described in Column 5, and by adding in the second schedule of the affected titles described in Column 3 a statement to the effect that "The lands comprised within the lease excludes (the corresponding parcels listed in Column 1) which is public road".


Signature of Authorised Officer

4348

OFFICIAL NOTICES

12 October 2012

WESTERN REGION OFFICE
45 Wingewarra Street (PO Box 1840), Dubbo NSW 2830
Phone: (02) 6883 5400 Fax: (02) 6884 2067

GRANTING OF A WESTERN LANDS LEASE

IT is hereby notified that under the provisions of section 28A of the Western Lands Act 1901, the Western Lands Leases of the lands specified in the following Schedule have been granted to the undermentioned persons.

The leases are subject to the provisions of the Western Lands Act 1901 and the Regulations thereunder.

The land is to be used only for the purpose of Residence.

Initial rent will be \$100.00 per annum and re-assessed thereafter annually on 1st April of each year.

The Conditions and Reservations annexed to such leases are those Conditions published in the *New South Wales Government Gazette* of 20 March, 2009, Folios 1416-1418.

All amounts due and payable to the Crown must be paid to the Department of Primary Industries, Crown Lands by the due date.

ANDREW STONER, M.P.,
 Minister for Regional Infrastructure and Services

SCHEDULE

Administrative District – Walgett North; Shire – Walgett; Parish – Wallangulla/Mebea; County – Finch

WLL No.	Name of Lessee	File No.	Folio Identifier	Area (m ²)	Term of Lease	
					From	To
WLL 14761	Margaret WALFORD	WLL 14761	34/1076808	2490	10 October 2012	9 October 2032
WLL 15161	Noel NEMETH and Susan Joyce NEMETH	12/04376	52/1065215 and 34/1057617	2337	10 October 2012	9 October 2032

WITHDRAWAL OF LANDS FROM WESTERN LANDS LEASES

PURSUANT to section 35Q of the Western Lands Act 1901, the lands described in Column 1 of the Schedule hereunder, are withdrawn from the leases described in Column 2 of the Schedule for the purpose of being dedicated as public roads.

ANDREW STONER, M.P.,
 Minister for Regional Infrastructure and Services

SCHEDULE

Descriptions

Counties – Cowper, Canbelego, Gregory and Clyde;
Administrative Districts – Bourke, Cobar, Brewarrina, Nyngan and Warren;
Shires of Bourke, Brewarrina and Bogan

Column 1 Land Withdrawn from Lease (Lot/DP)	Column 2 Lease Affected by Withdrawal	Column 3 Title Affected	Column 4 Area Withdrawn from Lease (ha)	Column 5 Lease Area Following Withdrawal (ha)
2/1173662	WLL 10513	4133/766638	27.93	507.8
6/1173662	WLL 555	6774/823889	149.0	4892
7/1173662	WLL 14212	6773/823889	19.52	368.8
9/1173662	WLL 1531	1/751866	53.81	1975
10/1173662	WLL 740	2/751866	51.99	1865
11/1173662	WLL 590	6717/820489	186.8	4649
12/1173662		6771/822099		
13/1173662		6772/822099		
14/1173662		4803/768072		
15/1173662	WLL 12100	4804/768072	48.90	7962

12 October 2012

OFFICIAL NOTICES

4349

Column 1 Land Withdrawn from Lease (Lot/DP)	Column 2 Lease Affected by Withdrawal	Column 3 Title Affected	Column 4 Area Withdrawn from Lease (ha)	Column 5 Lease Area Following Withdrawal (ha)
19/1173662 20/1173662	WLL 524	87/751852 6092/768950	41.22	3583
21/1173662	WLL 6705	3718/766131	124.0	11875
22/1173662 23/1173662	WLL 2559	578/761641 6076/768926	117.6	7774
24/1173662	WLL 656	6075/768926	44.73	4423
25/1173662	WLL 533	6073/768926	36.12	4399
26/1173662	WLL 754	6069/768926	36.81	4398
27/1173662	WLL 107	6071/768926	47.20	4468
30/1173662	WLL 3602	6798/823907	29.27	3228
31/1173662	WLL 14229	6797/823907	57.63	2844
34/1173662	WLL 3479	1363/763039	30.14	2423
35/1173662	WLL 1148	6011/768873	28.22	7511
36/1173662 37/1173662	WLL 3601	4956/768995	101.6	11147
38/1173662	WLL 1457	6060/768917	25.76	4118
39/1173662 41/1173662	WLL 113	6098/768954	50.32	4276
42/1173662	WLL 5613	3245/765450	30.88	1956
43/1173662	WLL 5612	3244/765449	6.007	2696
44/1173662	WLL 5755	3246/765451	31.27	1636
48/1173662	WLL 4176	2003/763927	25.72	1173
51/1173662	WLL 4177	2004/763928	18.93	990.0
52/1173662	WLL 8164	250/760965	22.09	4471
53/1173662	WLL 2032	251/760966	14.56	1018
54/1173662 56/1173662 57/1173662	WLL 2019	252/760967	19.58	1336

File No.: 11/11817.

DEDICATION OF CROWN LAND AS PUBLIC ROAD

PURSUANT to section 12 of the Roads Act 1993, the Crown Land described hereunder is, from the date of publication of this notice, dedicated as public road. The public road hereby dedicated is declared not to be Crown road within the meaning of the Roads Act 1993.

ANDREW STONER, M.P.,
Minister for Regional Infrastructure and Services

Descriptions

Counties – Cowper, Canbelego, Gregory and Clyde;
 Administrative Districts – Bourke, Cobar, Brewarrina,
 Nyngan and Warren;
 Shires of Bourke, Brewarrina and Bogan

Lot 1, DP 1173662; Lot 2, DP 1173662; Lot 4, DP 1173662; Lot 5, DP 1173662; Lot 6, DP 1173662; Lot 7, DP 1173662; Lot 8, DP 1173662; Lot 9, DP 1173662; Lot 10, DP 1173662; Lot 11, DP 1173662; Lot 12, DP 1173662; Lot 13, DP 1173662; Lot 14, DP 1173662; Lot 15, DP 1173662; Lot 16, DP 1173662; Lot 18, DP 1173662; Lot 19, DP 1173662; Lot 20, DP 1173662; Lot 21, DP 1173662; Lot 22, DP 1173662; Lot 23, DP 1173662; Lot 24, DP 1173662; Lot 25, DP 1173662; Lot 26, DP 1173662; Lot 27, DP 1173662; Lot 28, DP 1173662; Lot 29, DP 1173662; Lot 30, DP 1173662; Lot 31, DP 1173662; Lot 32, DP 1173662; Lot 33, DP 1173662

Soft 6

4350

OFFICIAL NOTICES

12 October 2012

1173662; Lot 34, DP 1173662; Lot 35, DP 1173662; Lot 36, DP 1173662; Lot 37, DP 1173662; Lot 38, DP 1173662; Lot 39, DP 1173662; Lot 40, DP 1173662; Lot 41, DP 1173662; Lot 42, DP 1173662; Lot 43, DP 1173662; Lot 44, DP 1173662; Lot 47, DP 1173662; Lot 48, DP 1173662; Lot 49, DP 1173662; Lot 51, DP 1173662; Lot 52, DP 1173662; Lot 53, DP 1173662; Lot 54, DP 1173662; Lot 56, DP 1173662 and Lot 57, DP 1173662.

Note: Affected parts of Crown Reserves 9262, 9263, 9264, 27279, 1103, 27278, 15973, 62059, 69427, 15974, 54, 27280, 27281, 4, 27283, 11331, 10383, 31090, 1013794 and 65481 are hereby revoked.

File No.: 11/11817.

ORDER – AUTHORISATION OF ADDITIONAL PURPOSE UNDER S121A

PURSUANT to s121A of the Crown Lands Act 1989, I authorise by this Order, the purpose specified in Column 1 to be an additional purpose to the declared purpose of the reserves specified opposite thereto in Column 2 of the Schedule.

ANDREW STONER, M.P.,
Minister for Regional Infrastructure and Services

SCHEDULE

Column 1

Urban services.

Column 2

Dedication No.: 630006.
Public Purpose: Public hall.
Notified: 21 December 1928.
File No.: WL03R32.

APPOINTMENT OF CORPORATION TO MANAGE RESERVE TRUST

PURSUANT to section 95 of the Crown Lands Act 1989, the corporation specified in Column 1 of the Schedule hereunder, is appointed to manage the affairs of the reserve trust specified opposite thereto in Column 2, which is trustee of the reserve referred to in Column 3 of the Schedule.

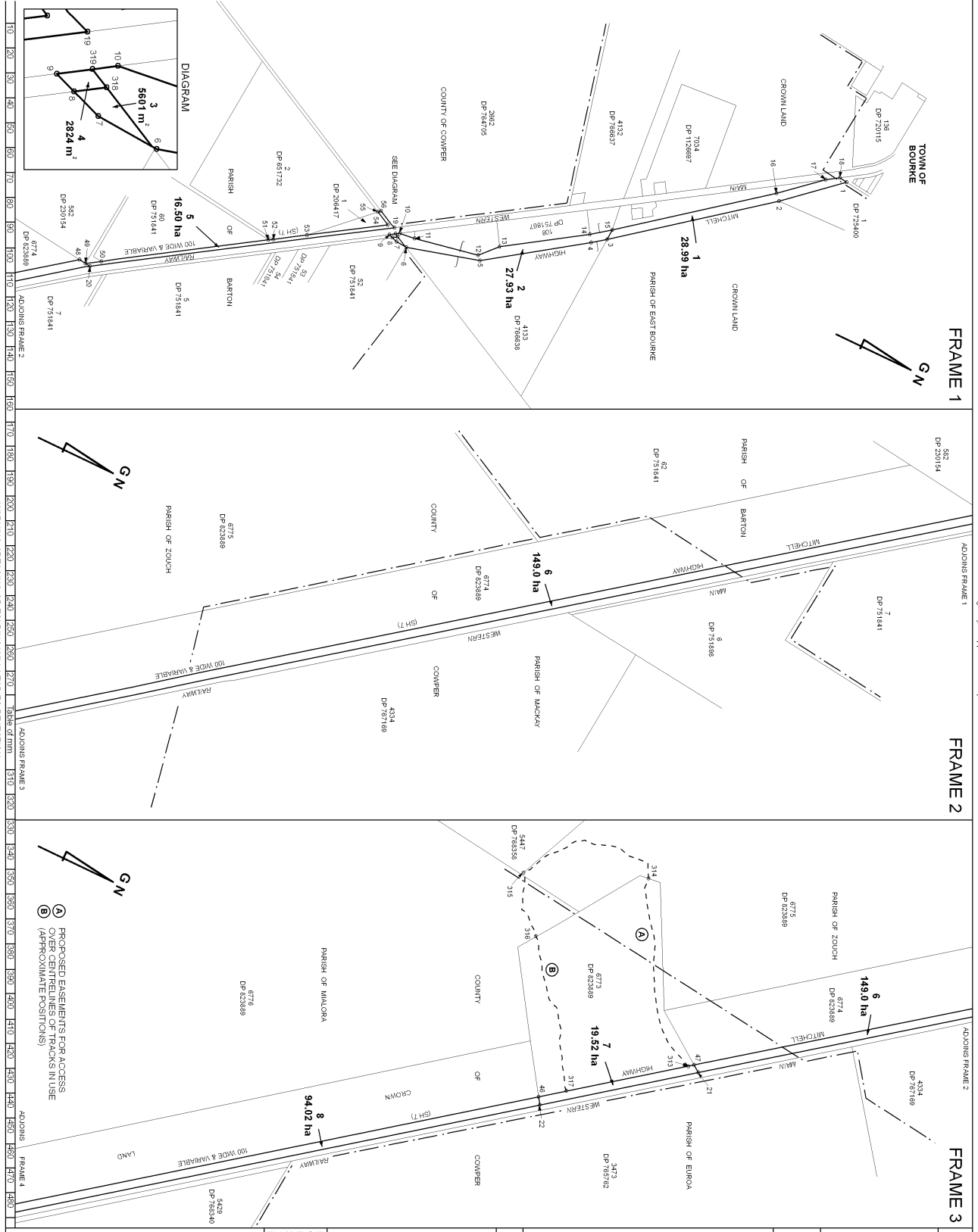
ANDREW STONER, M.P.,
Minister for Regional Infrastructure and Services

SCHEDULE

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>
Mothers Ancestral Guardians Indigenous Corporation.	Byrock Rock Holes Reserve Trust.	Reserve No.: 1004509. Public Purpose: Public recreation. Notified: 11 April 2003. File No.: WL05R10.

For a term commencing the date of this notice and expiring 14 October 2017.

File: 2009W7100(9)Comp



DP1173662

Plan Drawing only to appear in this space

ePlan

PLAN FORM 2

DP 1173662

Registered: 7.5.2012
 Title System: TORRENS & CROWN LAND
 Purpose: LEGAL ROAD NETWORK
 Ref. Map: COUNTY MAPS
 Last Plan: _____

PLAN OF PROPOSED ROADS AND EASEMENTS
 Length in metres Reduction Ratio 1:30 000

L.G.A.: **BOURKE, BREWMARRINA & BOGAN**
 Locality: **BOURKE, BYROCK & COOLABAH**

Parish: **EAST BOURKE, BARTON, MACKAY, ZOUCH, DIVYER, MALORA, WADELL, BYE, TRAWALKA, GOULBURN, MARONG, MAFFRA, STUART, WANGOOM, EDENHOPE, MEDWAY, TRARALGON, HUNTLY, MADSON, COOLIBAR**
 County: **COWPER**
 (Continued on Sheet 2)
 This is sheet 1 of 11 sheets.

Department of Primary Industries
 I **REX MICHAEL MILLER** in approving this plan certify that all necessary approvals in regard to the allocation of the land shown hereon have been given.
 Signature: **SEE SIGNATURE FORM**
 Date: **29 FEBRUARY 2012**
 File Number: **11/11817**
 Office: **CROWN LANDS DIVISION (WEST)**

IT IS PROPOSED TO VITUPERATE LOTS 2, 7, 9, 15, 16, 27, 20, 31, 34, 39, 41, 44, 48, 51, 54, 56, 57, RESERVE LOTS 3 & 55, EXCISE LOTS 1, 8, 17, 29, 32, 40, 45, 47, 49, 50 AND DECLARE LOTS 4, 5, 16, 18, 28 & 33 INCLUSIVE FOR ROAD PURPOSES.
 THIS PLAN HAS BEEN PREPARED UTILISING CERNAIRN FROM AERIAL PHOTOGRAPHY.
 PHOTOGRAPHY: 1994, 1995, 1996 & 1998
 FILM SOURCE: NSW4254 RUN 2
 BOURKE NSW4255 RUN 2
 BYROCK NSW4259 RUN 1, 2
 GLENARIFF NSW4261 RUNS 1-4
 COOLABAH NSW4268 RUN 1
 COOLABAH NSW4269 RUNS 2, 3
 CANDBRA NSW4437 RUNS 2, 3

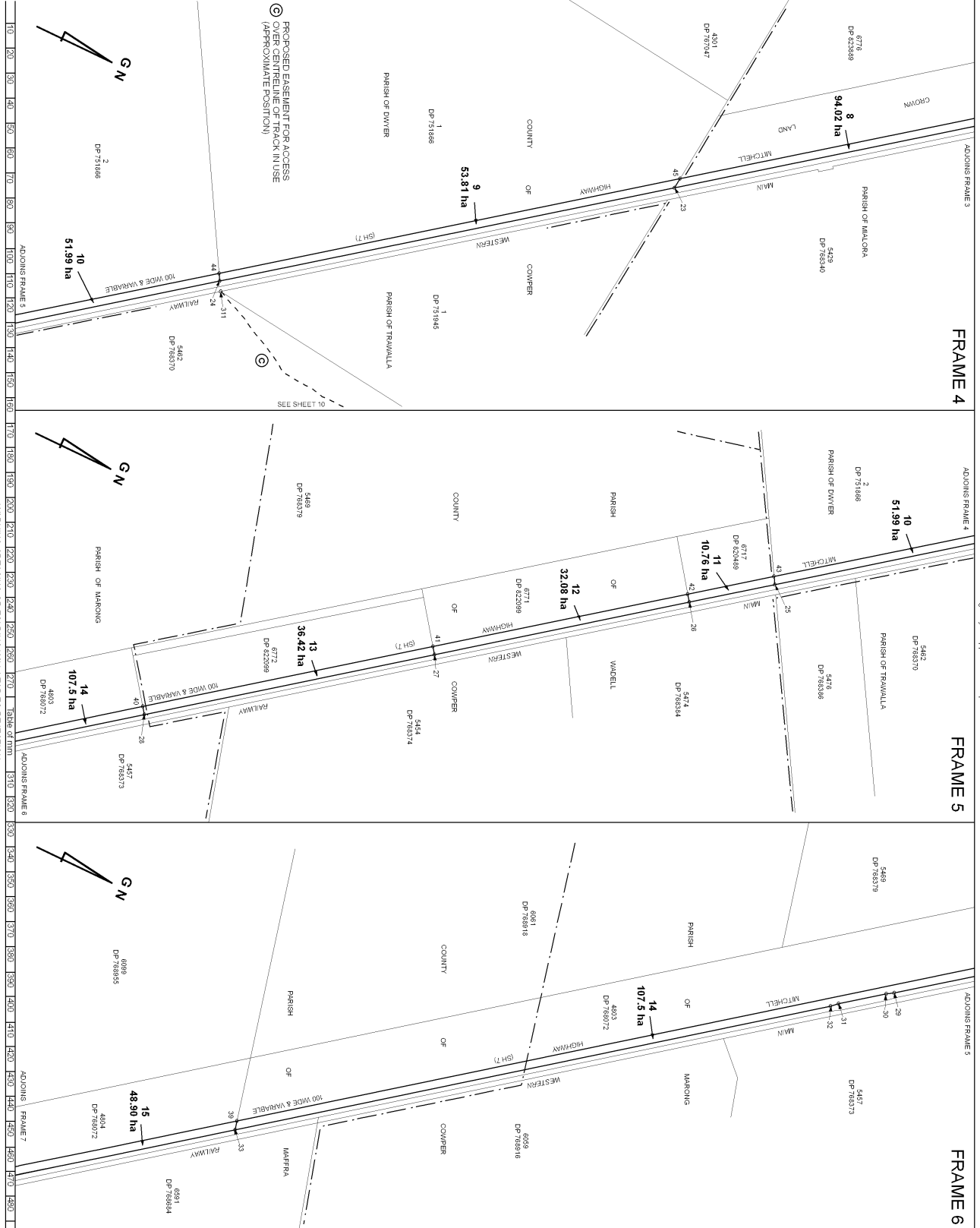
POSITIONAL ACCURACY IS + OR - 5 METRES WHERE IT APPEARS THAT THE COASTLINE IS MEANT TO BE COINCIDENT WITH A FENCELINE THE FENCE HAS BEEN ACCEPTED AS THE COASTAL BOUNDARY POSITION OF POINTS ARE DESCRIBED BY GRID COORDINATES RELATED TO THE MAP GRID OF AUSTRALIA
 MGA ZONE 55 DATUM GDA94



WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

File: 2009W7100(9)Comp

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



DP1173662

Plan Drawing only to appear in this space

ePlan PLAN FORM 2

DP1173662

Registered:  7.5.2012

(Continued from Sheet 1)

Parish: **VEGA, BANNAN, BERRY, GLENARIFF**

County: **CANBELEGO**

Parish: **EULA, WAUGHANDRY, NARRAGON, GUNNELL**

County: **GREGORY**

Parish: **UKI**

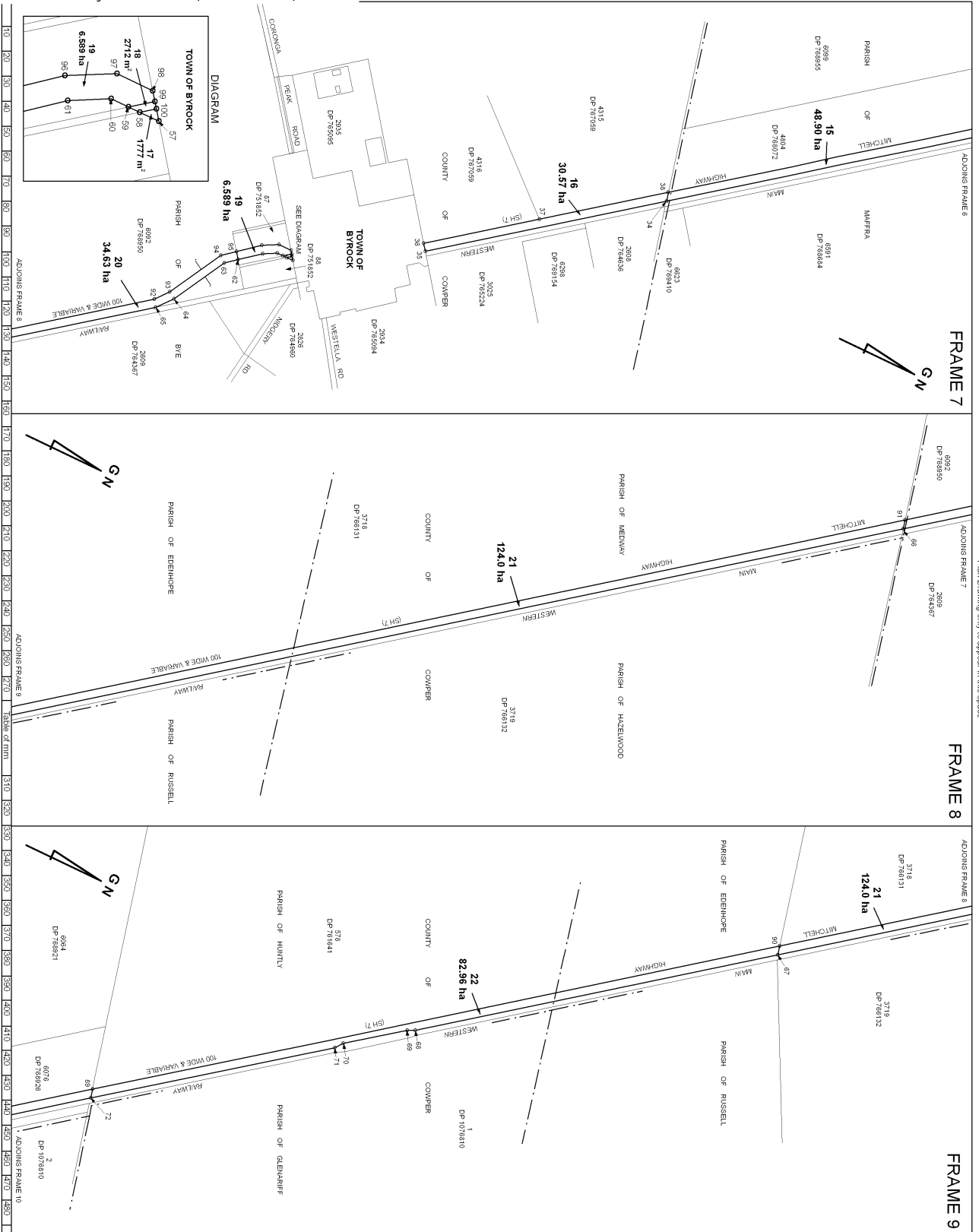
County: **CLYDE**

This is sheet 2 of 11 sheets.

DP1173662

Plan Drawing only to appear in this scope

ePlan PLAN FORM 2



FRAME 7

FRAME 8

FRAME 9

DP1173662

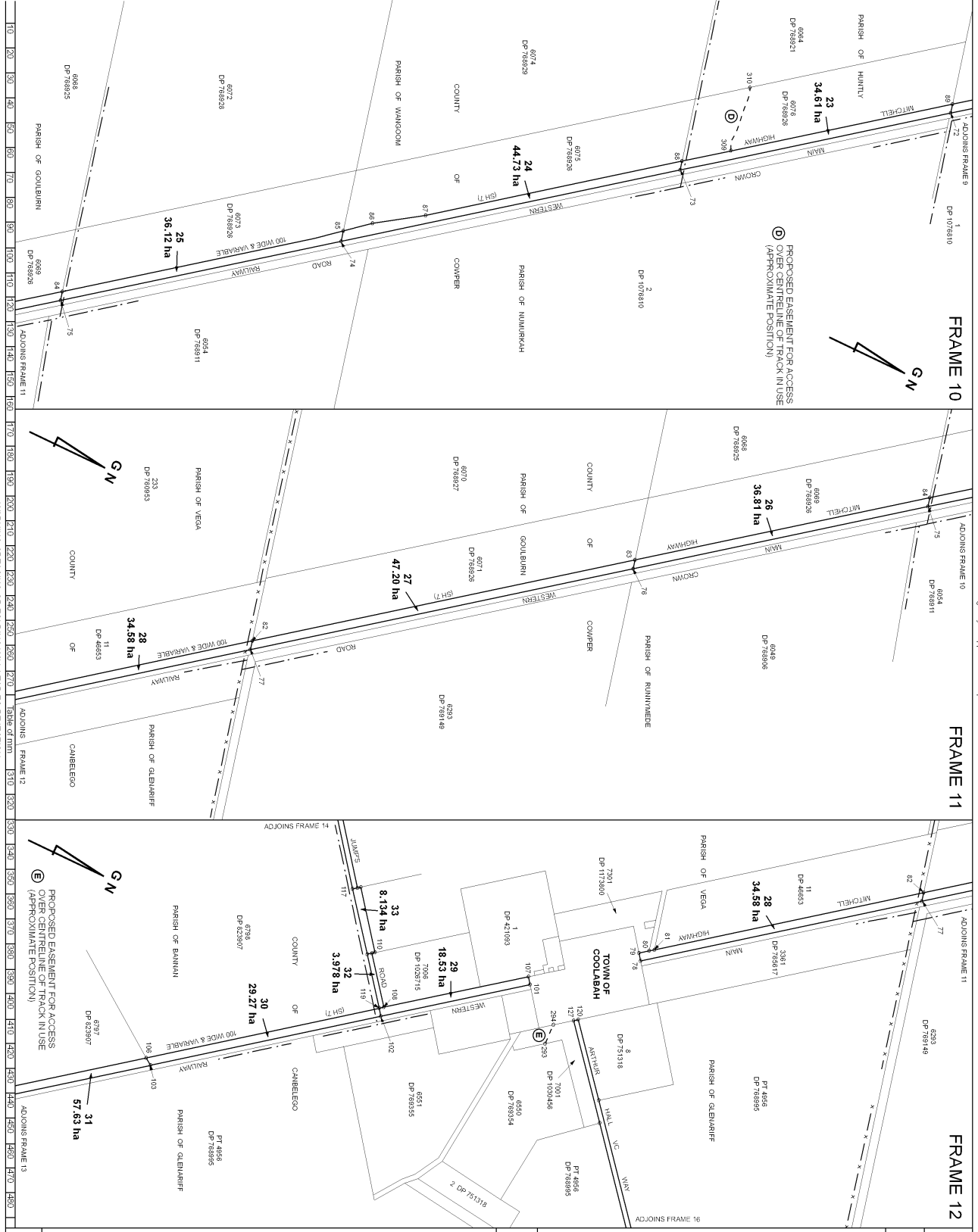
Registered: 7.5.2012

This is sheet 3 of 11 sheets.

File: 2009W7100(9)Comp

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

File: 2009W71009191Comp



DP1173662

Plan Drawing only to appear in this scope

FRAME 10

FRAME 11

FRAME 12

aPlan PLAN FORM 2

DP1173662

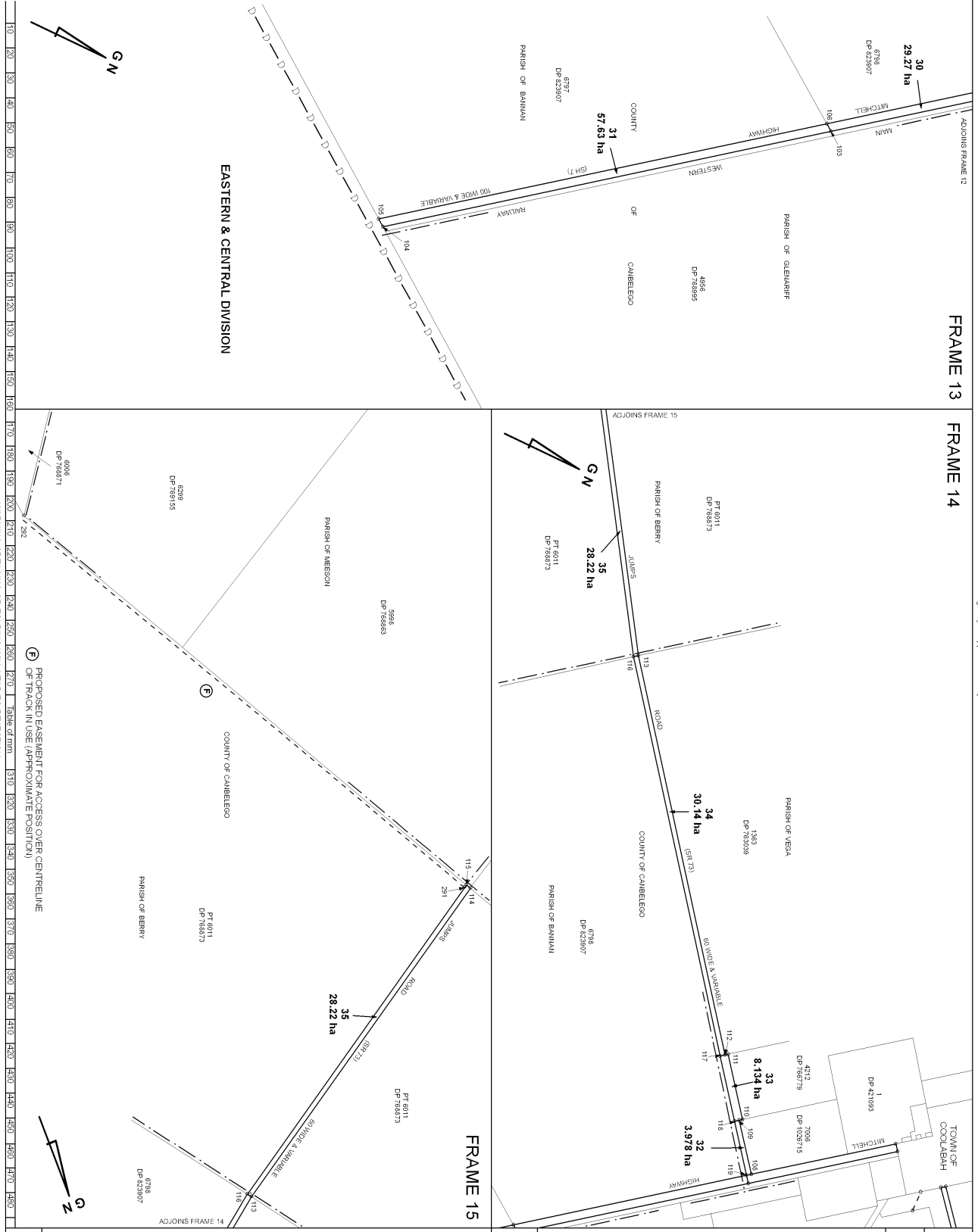
Registered: 7.5.2012



This is sheet 4 of 11 sheets.

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File: 2009W7100(9)Comp



DP1173662

Plan Drawing only to appear in this space

FRAME 13

FRAME 14

FRAME 15

DP1173662
 Registered: 7.5.2012

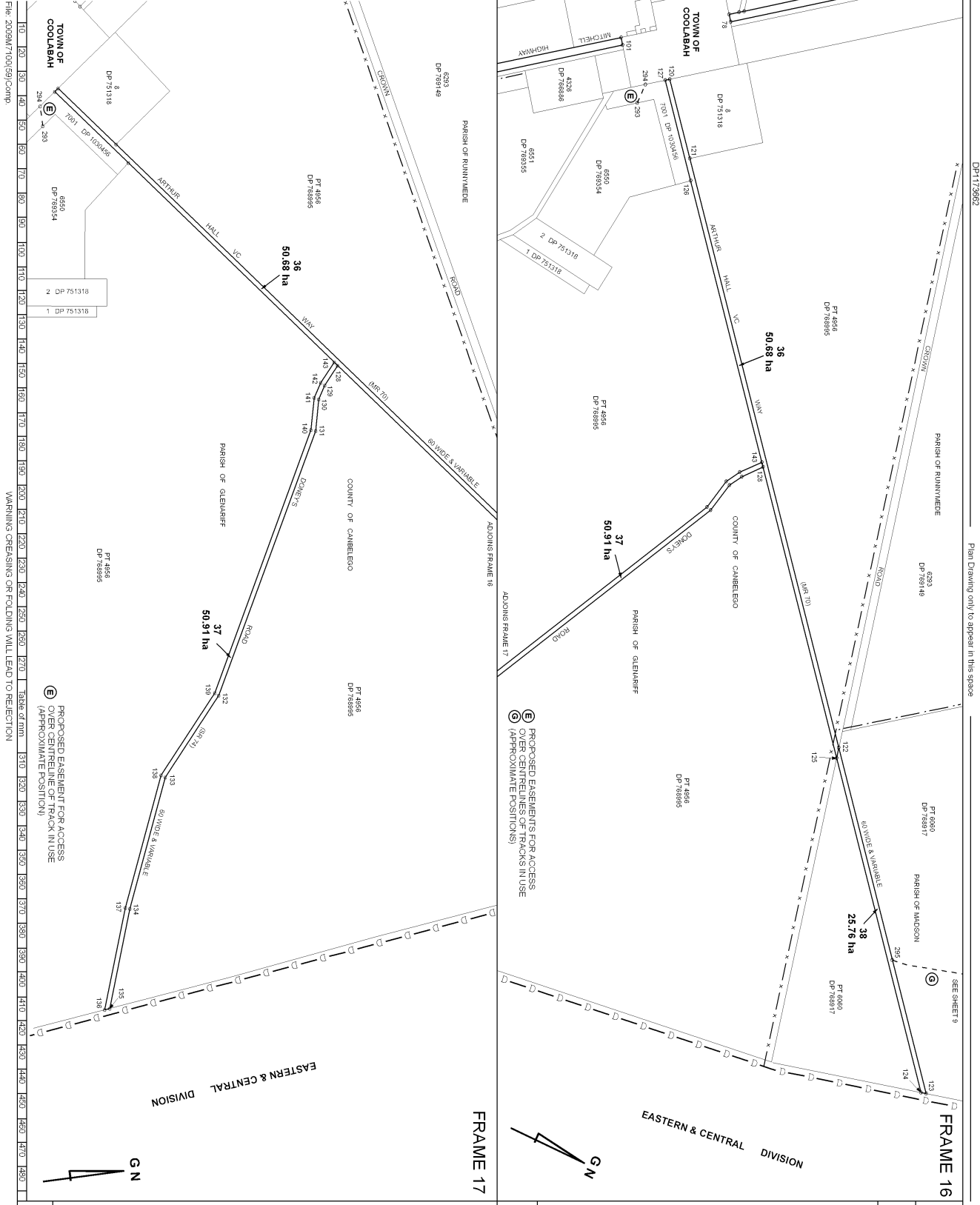
ePlan PLAN FORM 2


This is sheet 5 of 11 sheets.

PROPOSED EASEMENT FOR ACCESS OVER CENTRELINE
 OF TRACK IN USE (APPROXIMATE POSITION)

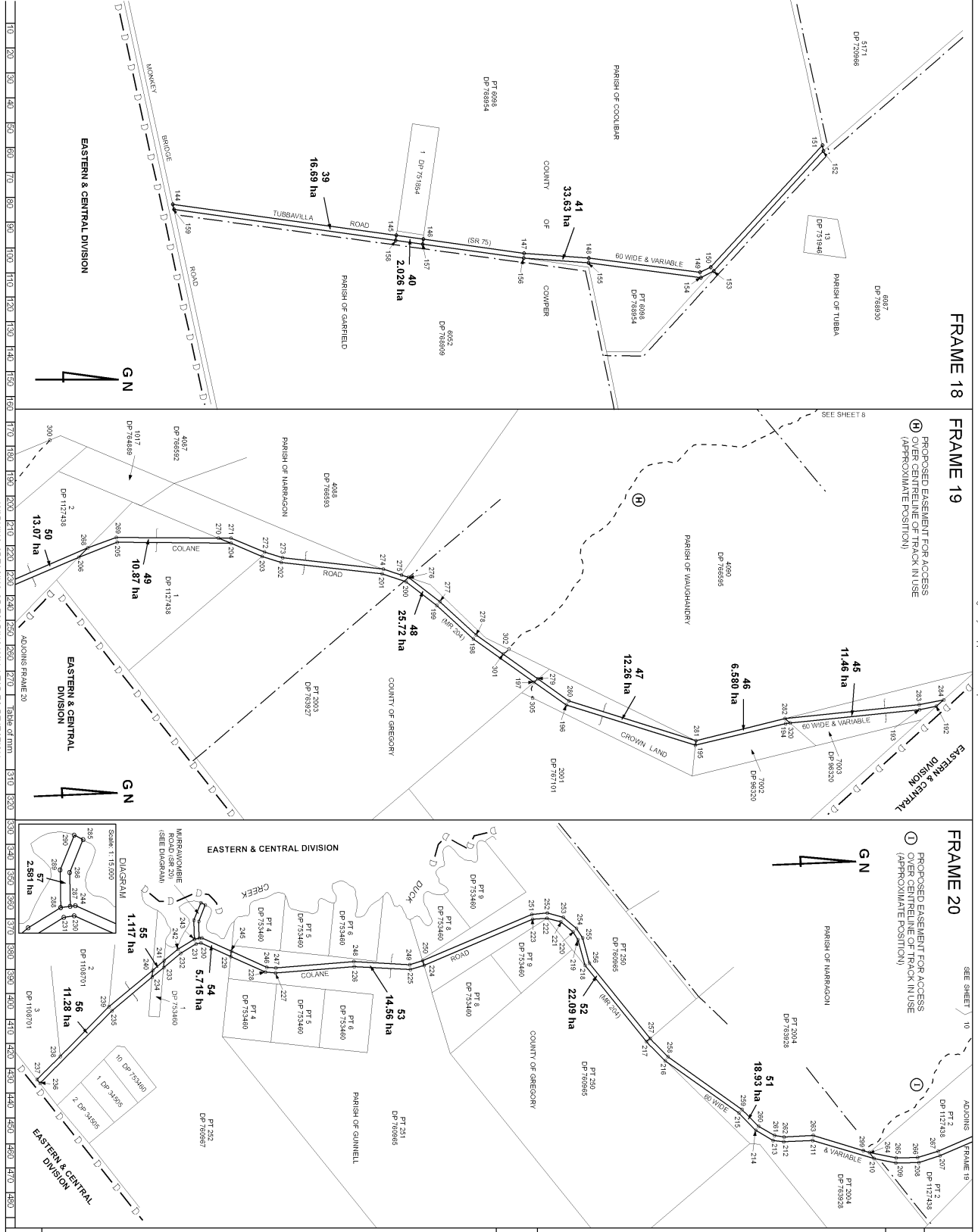
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

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<p>DP1173662</p> <p>PLAN FORM 2</p> <p>Registered:  7.5.2012</p>	<p>FRAME 16</p> <p>FRAME 17</p> <p>EASTERN & CENTRAL DIVISION</p> <p>EASTERN & CENTRAL DIVISION</p> <p>GN</p> <p>GN</p> <p>PROPOSED EASEMENTS FOR ACCESS OVER CENTRELINES OF TRACKS IN USE (APPROXIMATE POSITIONS)</p> <p>PROPOSED EASEMENTS FOR ACCESS OVER CENTRELINES OF TRACKS IN USE (APPROXIMATE POSITIONS)</p> <p>This is sheet 6 of 11 sheets.</p>
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DP1173662
 Plan Drawing only to appear in this space
 File: 2009M7100(9)Comp
 WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



FRAME 18
 PROPOSED EASEMENT FOR ACCESS
 OVER CENTRELINE OF TRACK IN USE
 (APPROXIMATE POSITION)

FRAME 19
 PROPOSED EASEMENT FOR ACCESS
 OVER CENTRELINE OF TRACK IN USE
 (APPROXIMATE POSITION)

FRAME 20
 PROPOSED EASEMENT FOR ACCESS
 OVER CENTRELINE OF TRACK IN USE
 (APPROXIMATE POSITION)

Registered: 7.5.2012

DP1173662

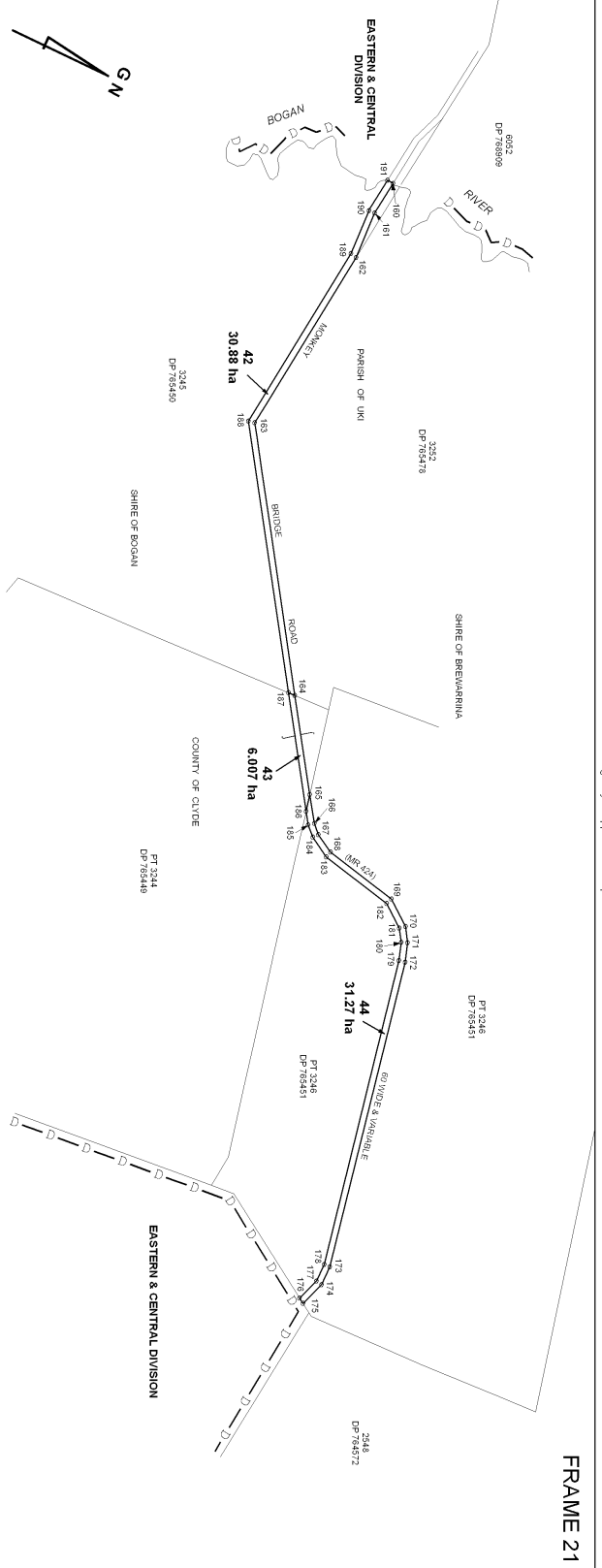
This is sheet 7 of 11 sheets.

File: 2009W7100491Comp

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DP1173662
 Plan Drawing only to appear in this space

aPlan PLAN FORM 2

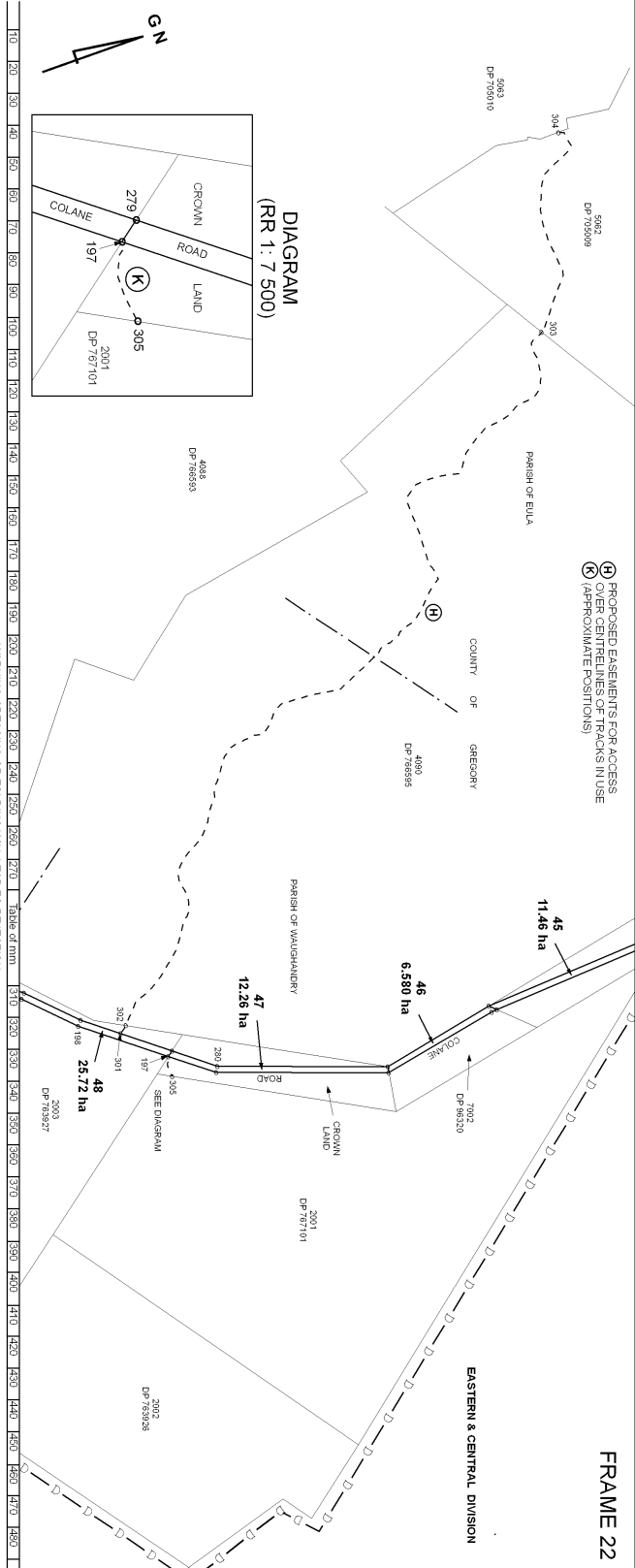


FRAME 21

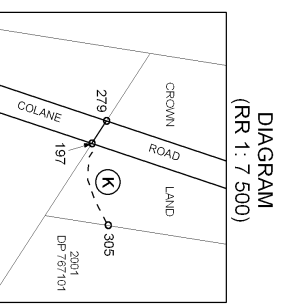
DP1173662

Registered: 7.5.2012

This is sheet 8 of 11 sheets.



FRAME 22



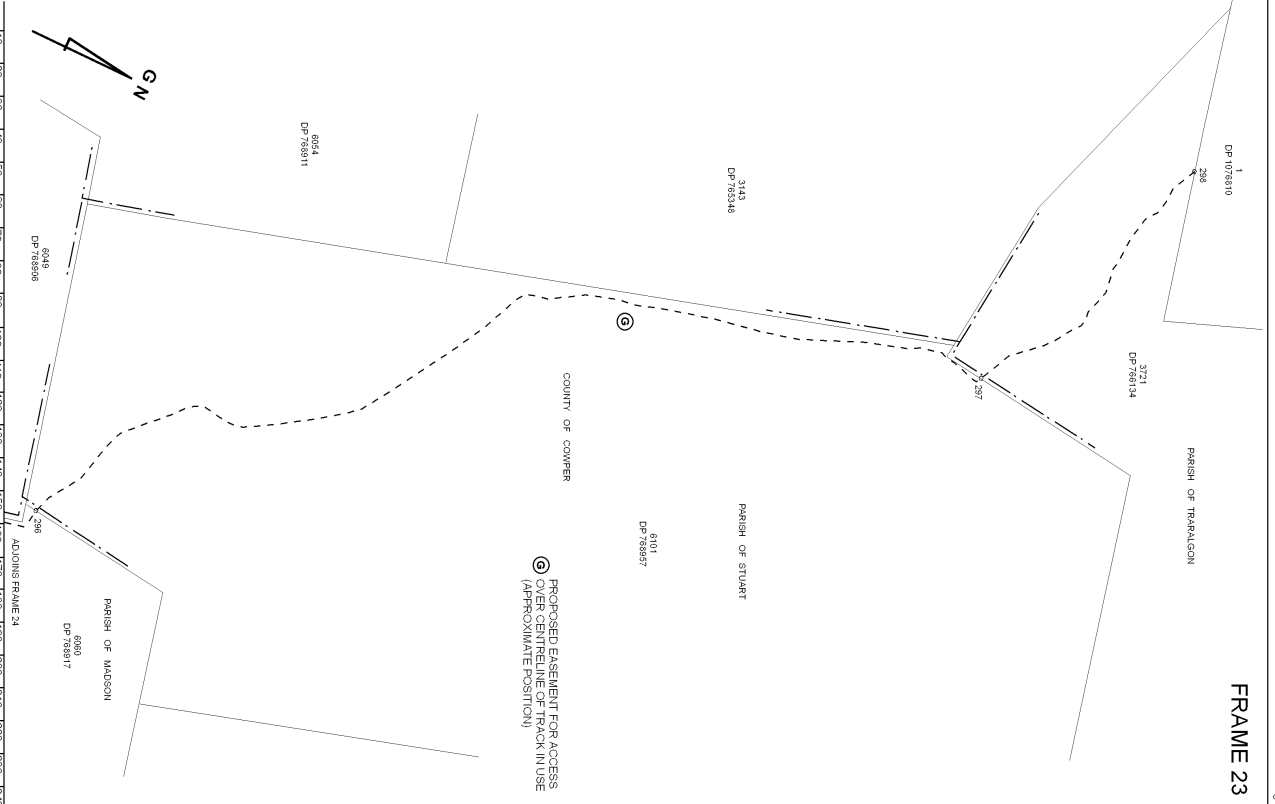
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WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

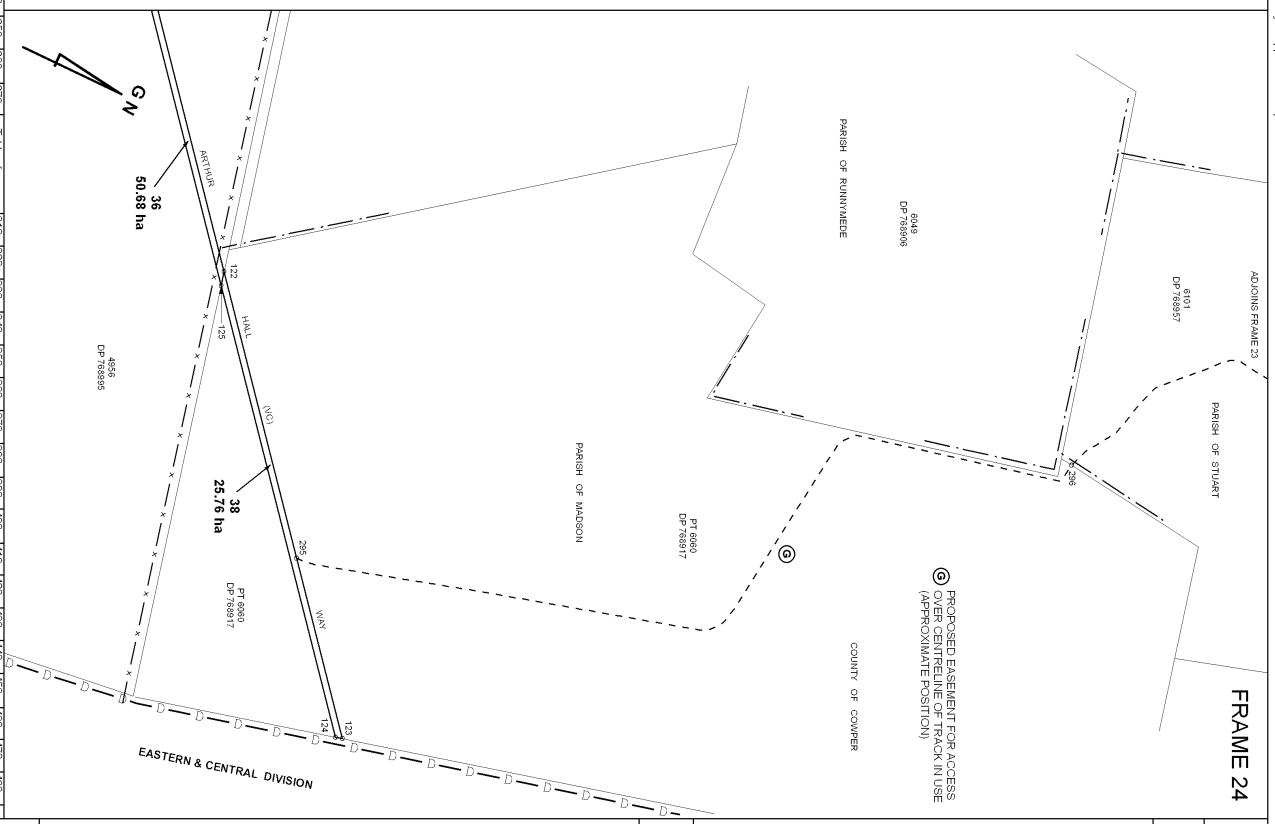
DP1173662

Plan Drawing only to appear in this space

ePlan PLAN FORM 2



FRAME 23



FRAME 24

DP1173662

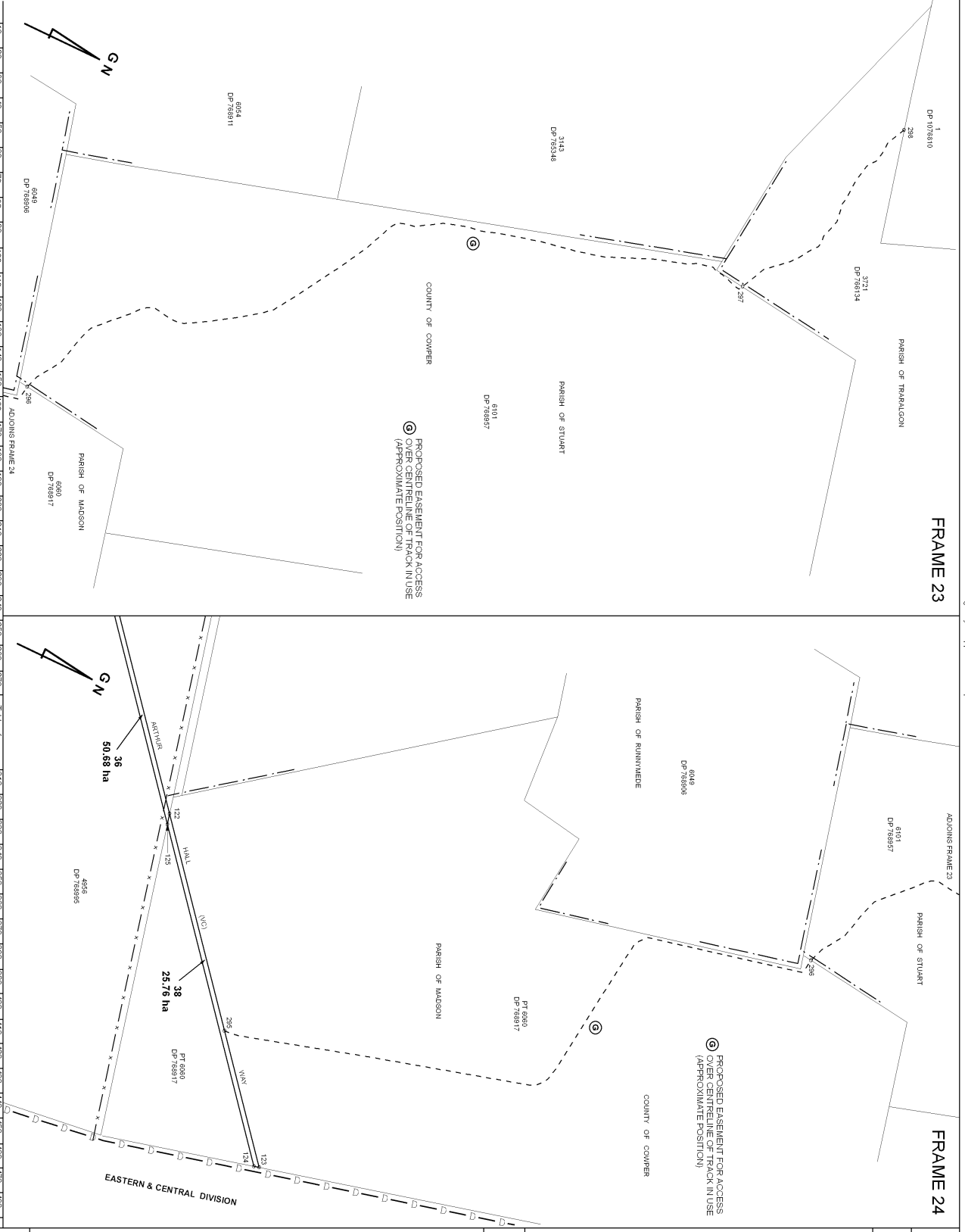
Registered: 7.5.2012



This is sheet 9 of 11 sheets.

File: 2009W7100(9)Comp

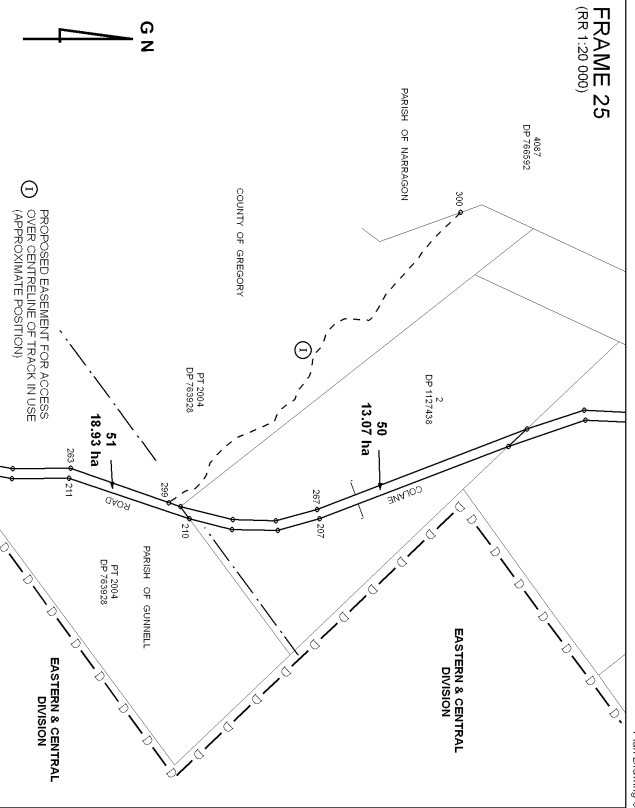
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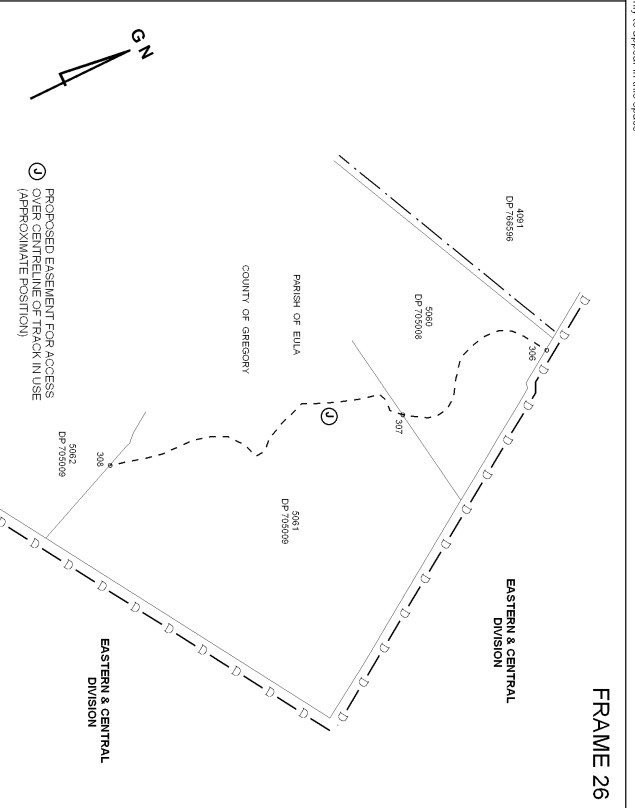
DP1173662
 Plan Drawing only to appear in this space

ePlan PLAN FORM 2

FRAME 25
 (RR 120 000)



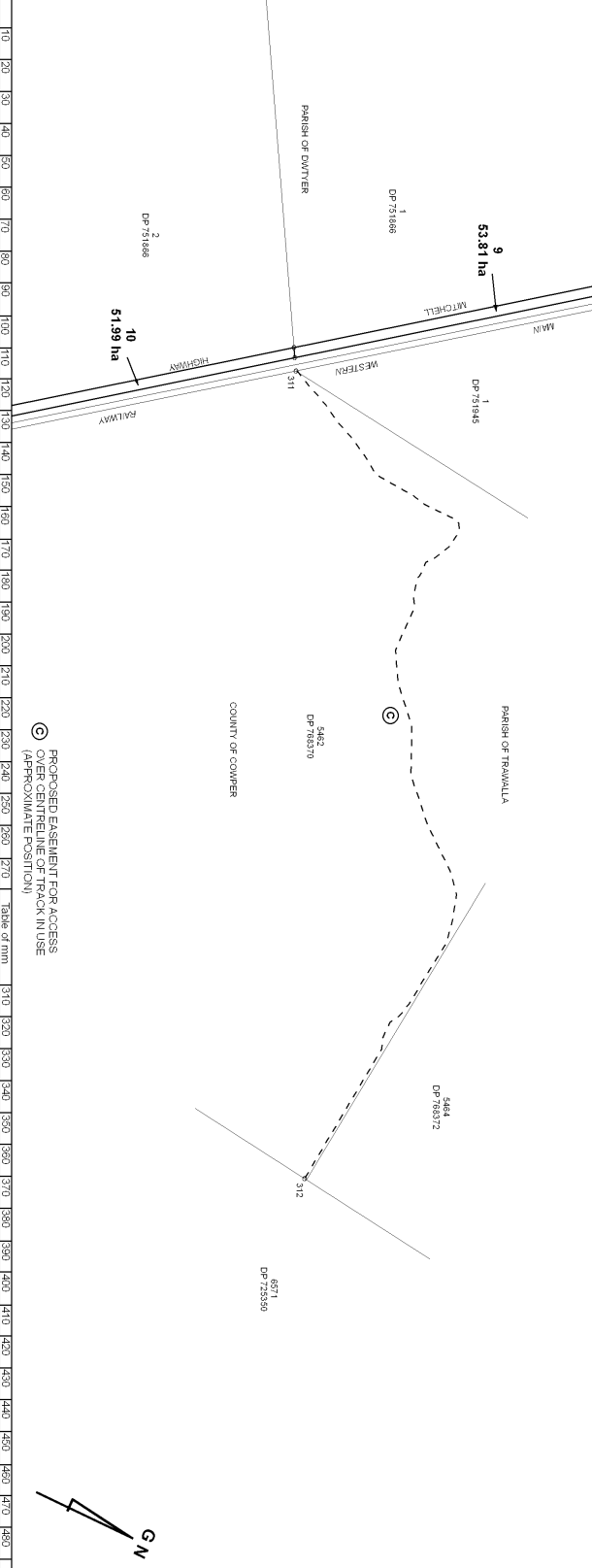
FRAME 26



DP1173662
 Registered: 7.5.2012

This is sheet 10 of 11 sheets.

FRAME 27



File: 2009W7100(9)Comp

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

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PROPOSED EASEMENT FOR ACCESS OVER CENTRELINE OF TRACK IN USE (APPROXIMATE POSITION)

PLAN FORM 6

CERTIFICATES, SIGNATURES AND SEALS

Sheet 1 of 1 sheet(s)

PLAN OF PROPOSED ROADS AND EASEMENTS

DP1173662

Registered:



7.5.2012

Surveying Regulation, 2006

I, of a surveyor registered under the Surveying Act, 2002, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying Regulation, 2006 and was completed on:.....

The survey relates to

(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature Dated: Surveyor registered under the Surveying Act, 2002

Datum Line: Type: Urban/Rural

SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads or to create public reserves and drainage reserves.

By delegation pursuant to section 180 of the Crown Lands Act 1989 and with authority under Section 13L of the Real Property Act 1900 from the Minister administering the Crown Lands Act 1989 on behalf of the State of New South Wales.

Rex Miller

Group Leader, Property Services & Natural Resources Delegated under Section 13L, Real Property Act, 1900

Department of Primary Industries Approval

I,.....REX MICHAEL MILLER.....in approving this plan certify (Authorised Officer) that all necessary approvals in regard to the allocation of the land shown herein have been given

Signature: *Rex Miller*

Date: 29 FEBRUARY 2012

File Number: 11/11817

Office: WEST BRANCH, DUBBO

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

the proposed..... set out herein (insert 'subdivision' or 'new road')

* Authorised Person/General Manager/Accredited Certifier

Consent Authority:

Date of Endorsement:

Accreditation no:

Subdivision Certificate no:

File no:

* Delete whichever is inapplicable.

Use PLAN FORM 6A for additional certificates, signatures and seals

SURVEYOR'S REFERENCE:

* OFFICIAL USE ONLY

Account Number	97865	ADDRESS FOR PAYMENTS
Issue Date	2nd November 2022	PO Box 2155
Search Date	2nd November 2022	Dangar NSW 2309
Search ID	3185479	
Issued To	Infotrack Pty Ltd - Sydney	

Holding Details

Holding	Lease 97865 (Western Lands Lease 02559) (Holding is now Current)
Registered Holder(s)	Glynn Patrick Paul, Janice Mae Paul
Area	7774ha
Purpose(s)	grazing
Land	Whole: Lot 578 DP 761641 Parish Edenhope County Cowper, Lot 2 DP 751884, Lot 6076 DP 768926 Parish Huntly County Cowper
Text Description	N/A

Financial details

Total amount required to complete payment of all amounts as at 2nd November 2022 is \$0.00

Annual Payment Rent	\$0.00 (GST not applicable) for the period 1 July 2022 to 30 June 2023
Adjusted Annual Payment - Rent (Annual Rent Payment less any rebates/waivers applied)	\$0.00 (GST not applicable)
Payment Dates	Rent is payable annually in advance on 1 July each year.
Current Payments Outstanding as at 2nd November 2022	\$0.00
Fines/Interest Not Yet Due	\$0.00
Less amount at Credit	\$0.00
Total as at 2nd November 2022	\$0.00CR

Please Note:

- * The figures quoted on this statement are applicable only between 02 Nov 2022 and 30 Jun 2023, provided no redeterminations, payments or adjustments are processed before the latter date. An updated Statement of Account will be required if there is any change to the account or for dates after 30 Jun 2023.
- * Interest for late payment, currently at the rate of 9.77% per year, is charged from the due date to the date of payment, on all amounts not received within 28 days of becoming due.
- * All debt to the Crown must be paid prior to the transfer of the lease.
- * Failure to comply with conditions (including payment of rent/instalments) may result in forfeiture of this holding.
- * Rent payable for this Western Lands Lease is not subject to GST. However, GST may be payable on other services provided in relation to this holding.
- * Rent for a rural Western Lands Lease is raised against the property Account, not the individual Lease account

Account Number	99905	ADDRESS FOR PAYMENTS
Issue Date	2nd November 2022	PO Box 2155
Search Date	2nd November 2022	Dangar NSW 2309
Search ID	3185479	
Issued To	Infotrack Pty Ltd - Sydney	

Holding Details

Holding	Lease 99905 (Western Lands Lease 05719) (Holding is now Current)
Registered Holder(s)	Glynn Patrick Paul, Janice Mae Paul
Area	4877ha
Purpose(s)	grazing
Land	Whole: Lot 3402 DP 765690 Parish Belars County Cowper
Text Description	N/A

Financial details

Total amount required to complete payment of all amounts as at 2nd November 2022 is \$0.00

Annual Payment Rent	\$0.00 (GST not applicable) for the period 1 July 2022 to 30 June 2023
Adjusted Annual Payment - Rent (Annual Rent Payment less any rebates/waivers applied)	\$0.00 (GST not applicable)
Payment Dates	Rent is payable annually in advance on 1 July each year.
Current Payments Outstanding as at 2nd November 2022	\$0.00
Fines/Interest Not Yet Due	\$0.00
Less amount at Credit	\$0.00
Total as at 2nd November 2022	\$0.00CR

Please Note:

- * The figures quoted on this statement are applicable only between 02 Nov 2022 and 30 Jun 2023, provided no redeterminations, payments or adjustments are processed before the latter date. An updated Statement of Account will be required if there is any change to the account or for dates after 30 Jun 2023.
- * Interest for late payment, currently at the rate of 9.77% per year, is charged from the due date to the date of payment, on all amounts not received within 28 days of becoming due.
- * All debt to the Crown must be paid prior to the transfer of the lease.
- * Failure to comply with conditions (including payment of rent/instalments) may result in forfeiture of this holding.
- * Rent payable for this Western Lands Lease is not subject to GST. However, GST may be payable on other services provided in relation to this holding.
- * Rent for a rural Western Lands Lease is raised against the property Account, not the individual Lease account

Account Number	360789	ADDRESS FOR PAYMENTS
Issue Date	2nd November 2022	PO Box 2155
Search Date	2nd November 2022	Dangar NSW 2309
Search ID	3185479	
Issued To	Infotrack Pty Ltd - Sydney	

Holding Details

Holding	Western Lands Property 360789 (Holding is now Current)
Registered Holder(s)	Glynn Patrick Paul, Janice Mae Paul
Area	N/A
Purpose(s)	N/A
Holdings	Western Lands Leases 97865,99905
Text Description	N/A

Financial details

Total amount required to complete payment of all amounts as at 2nd November 2022 is \$0.00

Annual Payment Rent	\$1,996.22 (GST not applicable) for the period 1 July 2022 to 30 June 2023
Adjusted Annual Payment - Rent (Annual Rent Payment less any rebates/waivers applied)	\$1,996.22 (GST not applicable)
Payment Dates	Rent is payable annually in advance on 1 July each year.
Current Payments Outstanding as at 2nd November 2022	\$0.00
Fines/Interest Not Yet Due	\$0.00
Less amount at Credit	\$0.00
Total as at 2nd November 2022	\$0.00CR

Please Note:

- * The figures quoted on this statement are applicable only between 02 Nov 2022 and 30 Jun 2023, provided no payments or adjustments are processed before the latter date. An updated Statement of Account will be required if there is any change to the account or for dates after 30 Jun 2023.
- * Interest for late payment, currently at the rate of 9.77% per year, is charged from the due date to the date of payment, on all amounts not received within 28 days of becoming due.
- * All debt to the Crown must be paid prior to the transfer of the lease.
- * Failure to comply with conditions (including payment of rent/instalments) may result in forfeiture of this holding.
- * Rent payable for this Western Lands Property is not subject to GST. However, GST may be payable on other services provided in relation to this holding.
- * This Property Account may include rent for multiple Western Lands leases

Account Number	151851	ADDRESS FOR PAYMENTS
Issue Date	2nd November 2022	PO Box 2155
Search Date	2nd November 2022	Dangar NSW 2309
Search ID	3185479	
Issued To	Infotrack Pty Ltd - Sydney	

Holding Details

Holding	Border Fence Maintenance Rates 151851 (Holding is now Current)
Registered Holder(s)	Glynn Patrick Paul, Janice Mae Paul
Area	12769ha
Purpose(s)	N/A
Land	N/A
Text Description	N/A

Financial details

Total amount required to complete payment of all amounts as at 2nd November 2022 is \$0.00

Annual Payment - Rates	\$702.30
Regular Payment Dates	1 January each year (rates are payable for the year in advance)
Total Now Due	\$0.00
Total Not Yet Due	\$0.00
Less amount at Credit	\$0.00
Total as at 2nd November 2022	\$0.00CR

Please Note:

- * The figures quoted on this statement are applicable only between 02 Nov 2022 and 31 Dec 2022, provided no payments or adjustments are processed before the latter date. An updated Statement of Account will be required if there is any change to the account or for dates after 31 Dec 2022.
- * Interest for late payment, currently at the rate of 10.00% per year, is charged from the due date to the date of payment, on all amounts not received within 12 months of becoming due.
- * All debt must be paid to the Crown prior to the transfer of the freehold or leasehold land.
- * The current Border Fence Maintenance rate is 5.5 cents per hectare per year.



File Reference: 13/02386
Account No: 452550

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

2 November 2022

Infotrack Pty Ltd
GPO Box 4103
SYDNEY NSW 2001

Dear Sir/Madam

Re: Search Results (Sale of Property) Lot 2 DP 751884, Lot 578 DP 761641, Lot 3402 DP 765690, Lot 6076 DP 768926 - Your Ref: 22412 - (Search ID 3185479)

I refer to your recent search request, this request has now been investigated, please find enclosed;

- Crown tenure reports
- Crown land Conveyancing Search Information Sheet.

The following information is related to the Crown tenures identified as part of this search.

Western Lands leases 2259 (Account 97865) and 5719 (Account 99905) has been identified as part of this search; please note that a Western Lands lease **may not be transferred if there is debt to the Crown.**

Accounts associated with this Western Lands leases include:

- Property account - 360789
- Border Fence Maintenance Rates - 151851

Authorisations associated with this Western Lands lease/s are:

- Cultivation Permit – 17P0035

The land subject to your search enquiry may be subject to a Property Vegetation Plan (PVP). Details pertaining to any PVP affecting the land should be recorded on the Section 149 certificate for the land which has issued by the local Shire Council or on the second schedule of the title to the land. Full details relating to PVP's affecting this land may be obtained from the relevant Local Land Services Office.

Border Fence Maintenance Rates are payable as the subject property comprises land totalling at least 1000ha. Rates are determined by the Border Fence Maintenance Board and are due on 1 January each year. Prior to the transfer of a leasehold or freehold land to which these rates apply, all rates and arrears are to be paid in full.

Western Lands leases 2259 and 5719 has a restriction on transfer that prevents NSW Land Registry Services from recording a transfer of an affected title until Minister's consent has been granted. A "Minister's Consent Application" form is enclosed, please complete the form and return to the Department together with the fee of \$308.00.

This search has identified that Crown Reserve R27281 for the purpose of Travelling Stock notified on the 19 Feb 1898 is associated with the subject land.

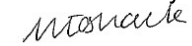
Customers who receive personal information in response to this request are reminded that they may be subject to the provisions of NSW and/or Commonwealth privacy legislation regarding the storage, use and disclosure of personal information.

The Purchaser(s) should also note that the Aboriginal Land Rights Act 1983 (ALRA) provides that the New South Wales Aboriginal Land and Local Aboriginal Land Councils may make claim(s) to claimable Crown land(s). A search of the Land Claim Register can be lodged with the Office of the Registrar ALRA.

http://www.oralra.nsw.gov.au/pdf/forms/20180822_Land_Claim_Search_Request_August2018.pdf

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

Yours faithfully



Molly Toshack

Department of Planning and Environment - Crown Lands Business Centre

Crown land conveyancing searches

What information does a Crown land conveyancing search provide?

A Crown land conveyancing search will disclose the following information about Crown land tenures at a given date:

- Crown tenure type and status
- registered holders
- lot and DP (deposited plans) identifiers
- primary due date
- annual gross rental
- current amount due (only available where the debt transfers with the land).

What is a tenure?

Crown tenure is a term used to describe any lease, licence (including permissive occupancies), incomplete purchase or enclosure permit administered under the *Crown Land Management Act 2016* (the Act).

Why is a search necessary?

When purchasing a property, especially waterfront land or rural properties adjacent to Crown land or Crown roads, or land that is subject to a Crown tenure, it is important to undertake a Crown land conveyancing search to determine the details of the Crown tenure the land is subject to or that attach to/or are associated with the property being transferred.

What is the application process for a conveyancing search?

A Crown land conveyancing search application form is available from the website of the NSW Department of Planning, Industry & Environment – Crown Lands (the department), www.industry.nsw.gov.au/lands. The application form must be lodged with the department with the relevant fee and all mandatory fields must be completed. The application fee for conveyancing searches changes on 1 July each year. Please ensure you visit the department's website for the current application form and associated fee.

Search results will not be provided unless full payment has been received. Monthly account holders can forward the completed application form directly to searches@crowmland.nsw.gov.au.

For information on how to become a monthly account holder, please contact our accounts team accounts@crowmland.nsw.gov.au

Note: A separate application is required for each individually rateable property.

Who can apply for a Crown land conveyancing search?

Solicitors, conveyancer and conveyancing agents are able to apply for a conveyancing search.

A valid reason for conducting the search must be provided on the application form and may include the sale or purchase of land. Other reasons for a search must be specified on the application form and an assessment will be made on receipt of the application as to whether the search will be conducted on those grounds.

What is an enclosure permit?

An enclosure permit (EP) is an authorisation issued by the department to an owner of an adjoining property and allows the Crown road to be:

- used for the grazing of stock
- fenced into the owner's private land.

An EP does not give a person ownership of the Crown road or allow them to restrict access along the Crown road.

When a property enclosing a Crown road is sold, the EP remains in force and the new owner/s of the land are liable for payment of the rent, including any arrears of rent and interest.

What is a Crown land licence?

A licence is an authority granted by the department under the Act, which by law, gives permission to occupy and use Crown land for a specified purpose/s. These include waterfront structures, grazing, water supply and access and many more. Licences are subject to conditions that are set out in the licence agreement with additional special conditions included relative to the purpose of the licence and specific environmental outcomes.

There are various ways to transfer or obtain a new licence. Information and the applicable forms will be issued with a conveyancing search. All applications for licences of Crown land are considered on their individual merits and, until approved, no guarantees can be given that an application will ultimately be successful.

What is an automatically transferable licence?

Licences that provide a benefit to associated freehold or leasehold land are automatically transferred as at the date of transfer of the associated land.

Examples of these licences include some domestic waterfront facilities, water supply and access facilities, access tracks or encroachments. It is at the discretion of the department to determine if a licence provides a benefit to freehold or leasehold land.

The purchaser of freehold or leasehold land (the transferee) will become liable for any rent, fees, or other amounts related to the licence, including any arrears, from the date of transfer of the associated freehold or leasehold land. Conveyancing agents must undertake adjustments at settlement for licences that automatically transfer.

If a security deposit exists on the licence account, the security will be returned to the prior holder subject to compliance with terms and conditions of the licence. A replacement security may then be requested from the transferee.

Conveyancing search results will specify whether a licence automatically transfers or otherwise.

Upon transfer of the associated freehold or leasehold land, it is the responsibility of the transferee to notify the department within 28 days. Notification should be provided via the *Automatic Transfer—Notification of Transfer* form, available from industry.nsw.gov.au/lands/use/licences.

If the current licence holder does not consent to the transfer of the licence, a request to terminate the licence must be submitted via the *Licence: Termination Statutory Declaration* form, available from industry.nsw.gov.au/lands/use/licences. The termination must be approved by the department **prior** to the transfer of associated freehold or leasehold land, otherwise the licence will automatically transfer.

A request for termination should be submitted in a timely manner to enable the department to assess the request prior to the associated freehold or leasehold land transferring.

What licences do not automatically transfer?

A licence will not automatically transfer in the following circumstances:

- The licence does not provide a benefit to freehold or leasehold land.
- The licence is not held in the exactly the same name as the associated freehold or leasehold land.
- The ownership of associated freehold or leasehold land is being changed by transmission and not a transfer. A transmission may occur where the ownership of the land is transmitted to an executor, beneficiary, mortgagee or other third party.

In these circumstances an application for the revocation of an existing licence and issue of a new licence to the purchaser/s must be submitted to the department. All applications will be considered on their individual merits and no guarantees can be given that an application will be successful.

Adjustments do not need to be made at settlement for licences that do not automatically transfer.

What is a Western Lands lease?

Western Lands leases (WLL) are granted for a variety of purposes including residence, business, grazing, agriculture, cultivation, conservation and farm tourism. A WLL may have more than one purpose.

The holder of a WLL may not transfer their lease if there is any debt owing to the department. **Any debt must be paid to the department, in full, prior to settlement.**

Minister's consent is required for the transfer of all WLLs, except where Minister's consent has been granted to remove the restriction on dealings from the title.

Rent on rural WLLs is calculated on the total area of all WLLs held by the lease holder and also takes into account the use of the land.

Rent is due on 1 July annually and is payable in advance.

What is a perpetual lease?

A perpetual lease is a form of tenure held over Crown land authorising the occupation and usage of the land. The holder of a perpetual lease may not transfer their lease if there is any debt owing to the department. **Any debt must be paid to the department, in full, prior to settlement.**

In most cases, the consent of the Minister for Lands and Forestry is required to transfer these types of Crown tenures. Upon transfer the purchaser becomes responsible for payment of annual rental and compliance with any lease conditions.

Perpetual leaseholders may be eligible to purchase the land associated with their lease. Interested leaseholders should contact the department for further information.

What is an incomplete purchase?

An incomplete purchase is a former lease that is in the process of being purchased.

The holder of an incomplete purchase may not transfer their incomplete purchase if the annual instalments are in arrears. **Any debt must be paid to the department, in full, prior to settlement.**

The Act requires that when an incomplete purchase is transferred, the balance of purchase monies must be paid within three months from the date of settlement. Schedule 4 Division 3 Section 24(5) of the Act lists the exceptions to the requirement for payment of the purchase monies upon transfer.

What are the border fence maintenance rates?

Land holders in the Western Division with lands totalling at least 1,000 ha are charged annual border fence maintenance rates.

These rates apply to all tenures including Western Lands leases, freehold, Crown leases, licences and other occupations. Rates are determined by the Border Fence Maintenance Board and are due annually on 1 January.

As the border fence maintenance rates apply to the land, all rates including arrears must be paid in full prior to the transfer of freehold or leasehold land to which these rates apply.

When is minister's consent required?

Some leases, including perpetual leases, Western Lands leases and general leases, may have restrictions on dealings that prevent NSW Land Registry Service from recording a transfer of an affected title until minister's consent has been granted. Some general leases may also have restrictions on mortgage and sub-leasing.

The relevant minister's consent application forms will be issued with a conveyancing search.

More information

- Email: searches@crowland.nsw.gov.au
- Web: www.industry.nsw.gov.au/lands
- Phone: 1300 886 235

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However, because of advances in knowledge, users are reminded of the need to ensure that information upon which they rely is up to date and to check currency of the information with the appropriate officer of the Department of Industry or the user's independent adviser.

WESTERN LANDS OFFICE
133

STATE OF NEW SOUTH WALES IN THE COMMONWEALTH OF AUSTRALIA.

Lease Form No. 1.

Section 23.

~~Soldier's Leases~~



WESTERN LANDS LEASE.

George VI, by the Grace of God, of Great Britain, Ireland, and of the British Dominions beyond the Seas, King, Defender of the Faith, Emperor of India.

To all to whom these presents shall come, Greeting:—

~~Whereas certain Crown Lands in the Western Division of Our State of New South Wales were duly set apart for disposal by way of lease exclusively to holders of lands under any tenure situated in the Central and/or Western Division within a reasonable working distance of such lands~~
Intd. W.F.D. ~~in accordance with the provisions of the War Service Land Settlement Act, 1917, for disposal by way of lease exclusively to members of the forces, discharged members of the forces, and discharged soldiers, as defined by that Act, for the purpose of grazing~~

under the provisions of the Western Lands Act of 1901 as amended by subsequent Acts (hereinafter called the said Acts) AND WHEREAS HENRY JOHN GREGSON, EDGAR ROBERT GREGSON, and

EDNA PRISCILLA PEARL GREGSON - Bahloo, GLENARIFF - in Our said State

did on the Fifteenth - day of November -

1943 make an application under the provisions of the said Acts for a Lease of the land hereinafter mentioned and all things required by law have been done to enable a Lease of such land to be duly granted AND WHEREAS

Our Minister for Lands of Our said State has granted to the said HENRY JOHN GREGSON, EDGAR ROBERT GREGSON and EDNA PRISCILLA PEARL GREGSON - a lease of the land hereinafter mentioned in perpetuity at the rent and upon and subject to the

exceptions reservations conditions and provisions hereinafter mentioned NOW KNOW YE that in pursuance of the provisions of the said Acts WE DO HEREBY grant unto the said HENRY JOHN GREGSON, EDGAR ROBERT GREGSON and EDNA PRISCILLA PEARL GREGSON - - -

(who with their executors administrators and assigns are hereinafter referred to as the Lessee s)

ALL THAT piece or parcel of land being portion numbered W.L. 3402 - - - containing

Twelve Thousand and Fifty-two - - - - - (12,052 -)

acres more or less situated in the County of Cowper - (being Western Lands

Lease No. 5719) as delineated in the plan catalogued W.L.O. 5690 - - in the

Office of the Western Lands Commissioner (hereinafter called the Commissioner) in the City of Sydney in the said State but subject to any modification or adjustment of such plan consequent upon survey duly authorised by the Commissioner TOGETHER WITH ALL rights easements and appurtenances to the same belonging EXCEPTING AND RESERVING unto US OUR HEIRS and SUCCESSORS all minerals as defined in the Mining Act 1906 or any Act amending the same and all metals gems precious stones coal and mineral oils which may be in under or upon the said land together with full power and authority for US OUR HEIRS and SUCCESSORS and for any person lawfully authorised in that behalf to enter upon the said land and search for work win and remove all or any of the said minerals metals gems precious stones coal and mineral oils: AND FURTHER RESERVING unto US OUR HEIRS and SUCCESSORS the unrestricted right to proclaim Travelling Stock Camping or other Reserves within the said land and to withdraw any land for the purpose of Roads Travelling Stock Camping or other Reserves without payment of any compensation therefor: AND FURTHER RESERVING unto US OUR HEIRS and SUCCESSORS all powers and provisions necessary for the resumption as hereinafter provided of the said lands or any part thereof for mining purposes townships or any public purpose mentioned in or declared as such under the provisions of the Crown Lands Consolidation Act 1913 as amended by subsequent Acts TO HOLD the said land unto the Lessee s as a Western Lands Lease from the Twenty-fourth - day of December - 1945

in perpetuity subject to the provisions of the said Acts and the Regulations thereunder and to the Reservations Exceptions Conditions and Provisions herein contained YIELDING AND PAYING therefor the yearly rent of

Twenty-four - pounds Two - shillings and One - pence or such other rent as

shall be or become payable by reason of the annual rent having been or being fixed or determined in due course of law (whether because of the capital value having been or being re-determined or otherwise) ~~Provided~~

~~Always~~ that in the event of the said land being found on survey to contain an area in excess of or less than the area as aforesaid the rent hereby reserved shall as from a date to be fixed by the Commissioner increase

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May 2002

5719

5719

or decrease proportionately to the increase or decrease so found as aforesaid ~~And it is Hereby Declared~~ that all conditions and provisions contained in the said Acts and any Regulations made or to be made thereunder are in so far as the same are applicable hereto embodied and incorporated with these presents as conditions and provisions of the lease hereby expressed to be granted ~~And it is Hereby Further Declared~~ as follows:—

1. THAT the Lessee **s** shall and will duly pay annually in advance to the Colonial Treasurer of Our said State the rent hereby reserved at the dates appointed for payment of the same in accordance with the provisions of the said Acts without deduction or abatement on any account whatsoever ~~Provided~~ that if the said rent be not paid as aforesaid the Lessee **s** shall pay to the Colonial Treasurer by way of penalty a sum calculated at such rate not to exceed Four per centum per annum as may be prescribed by the regulations under the said Acts for the time being in force or as may be fixed by the Commissioner.

~~Intd. W.F.D. THAT the Lessee shall subject to and in accordance with the provisions of the said Acts reside on the said land and make it his bona fide residence~~

3. THAT the Lessee **s** shall hold and use the said land *bona fide* for his own exclusive benefit and shall graze ~~their~~ own stock upon the land to the satisfaction of the Minister.

4. THAT the Lessee **s** will not use or permit to be used the said land for any purpose other than grazing and the Lessee shall improve and develop the said land for grazing to the satisfaction of the Minister.

5. THAT the Lessee **s** shall enclose the said land within one year from the date of commencement of the lease with a substantial stock-proof fence to the satisfaction of the Commissioner ~~Provided~~ that boundaries common to the land hereby granted and to other lands (if any) held by the Lessee **s** need not be fenced as long as such other lands and the land hereby leased are held by the Lessee **s** ~~Provided Also~~ that the Commissioner shall not be entitled under this clause to require rabbit-proof fencing to be erected.

6. THAT the Lessee **s** shall subject to and in accordance with the said Acts and the regulations thereunder pay all survey fees and interest thereon payable in respect of the subject land.

7. THAT the Lessee **s** shall—

- (i) within such time as may be specified by the Commissioner take such steps and measures as the Commissioner shall direct to destroy rabbits dogs foxes and such other vermin and such weeds as may from time to time be declared noxious in the Government Gazette and to keep the said land free of such vermin and weeds during the currency of this Lease to the satisfaction of the Commissioner; and
- (ii) as Our Minister for Lands of Our said State may from time to time direct foster and cultivate such edible shrubs and plants as the Commissioner may consider can be advantageously and successfully cultivated.

~~Provided~~ that during the currency of this Lease the Lessee **s** shall not be compelled to expend annually for the purposes of destroying vermin and weeds as aforesaid and for the purpose of cultivating edible shrubs as aforesaid a sum exceeding one-farthing per acre of the whole area under Lease such sum to be expended on any of the purposes aforesaid in such proportions and in such manner as the Commissioner may from time to time direct ~~Provided Also~~ that the Commissioner may at any time require proof from the Lessee **s** of the expenditure of all moneys so expended on each or any of the purposes aforesaid the onus to be on the Lessee **s** of proving such expenditure in each case.

8. THAT the Lessee **s** shall keep and preserve sufficient timber on the said land for shade and firebreaks.

9. THAT the Lessee **s** shall not interfere with the timber upon any State Forest, Forest Reserve, or Timber Reserve which may now or hereafter be included within the said land without the permission in writing of the Commissioner and shall not prevent any person or persons duly authorised in that behalf from cutting or removing timber upon such State Forest, Forest Reserve or Timber Reserve or upon the said land.

~~Intd. W.F.D. THAT the Lessee shall not have any property right in the timber on the said land and shall not ringbark cut or otherwise destroy or permit the destruction of any timber or edible scrub without the written consent of the Commissioner~~ ~~Provided~~ that the Lessee **s** may use in such manner as the Commissioner may from time to time determine edible trees or scrub for stock feeding purposes and may take such timber ~~other~~ as he may require for building and other purposes upon the land hereby leased, **or on any contiguous land held in the same interest.**

11. THAT the Lessee **s** shall not obstruct or interfere with any reserves roads or tracks or the lawful use thereof by any person.

12. THAT the Lessee **s** shall and will maintain and keep in reasonable repair all improvements on the said land during the currency of this Lease and shall and will permit Our Minister for Lands the Commissioner and any person authorised by Our said Minister or the Commissioner at all times to enter upon and examine the whole or any part of the demised land and the buildings and other improvements thereon.

13. THAT the Lessee **s** shall furnish such returns or statements as the Commissioner may from time to time require in connection with any Lease or License or Freehold or Conditional Purchase held by **them -** or in which **they are -** interested within the Western Division or which are or is worked in conjunction with any Lease or License in the Western Division held by **them -** or in which **they are -** interested and in connection with any sheep or large stock cost of improvements working expenses or any other matter relative to any such holding as aforesaid.

14. THAT the Lessee **s** shall not transfer convey assign or sublet the said land or any portion thereof or mortgage or charge the same except in conformity with the provisions of the said Acts with the repayment of moneys advanced on the security thereof without having first obtained the written consent of Our said Minister.

15. THAT the Lessee **s** shall not grant any grazing rights over the said land or agist stock thereon without first having obtained such consent as aforesaid.

16. THAT the Lessee **s** shall not overstock or permit or allow to be overstocked the land hereby demised and that the decision of the Commissioner as to what constitutes overstocking shall be final and that the Lessee **s** shall comply with any directions of the Commissioner to prevent or discontinue overstocking.

17. THAT the Lessee **s** shall permit any person duly authorised in that behalf to enter upon the said land and search for work win and remove all or any minerals metals gems precious stones coal or mineral oils in under or upon the said land.

18. THAT the Lessee **s** shall, if the Minister so directs, prevent the use by stock of any part of the said land for such periods as the Minister considers necessary to permit of the natural reseeding and regeneration of vegetation, and for this purpose the Lessee shall erect within the time appointed by the Minister such fencing as the Minister may consider necessary.

19. THAT the Lessee **s** shall take all necessary steps to protect the said land from bush fire

20. ~~Provided Always and it is Hereby Agreed and Declared as follows:—~~

- (a) That no transfer or assignment of this Lease or any agreement to sublet the said land or any part thereof shall affect any forfeiture incurred or any debt or liability accrued to US OUR HEIRS OR SUCCESSORS under or by virtue of these presents;
- (b) That no transfer of this Lease shall be registered or recognised if any rent payment or other dues to the Crown are in arrear;
- (c) That no public rights now existing or hereafter to be created in and over any Travelling Stock Routé Reserve or Camping Reserve which may be included within the said land shall be affected by the granting of this Lease;
- (d) That it shall be lawful for Our Governor of Our said State by notification to be published in the Government Gazette to withdraw from this Lease any lands required for mining purposes townships or any public purpose mentioned in or declared as such under the provisions of the Crown Lands Consolidation Act 1913 or any Act amending the same ~~Provided~~ that upon such publication as aforesaid the Lessee **s** shall be entitled to such compensation in respect of the land so withdrawn for the unexpired term of these presents and for the improvements owned by the Lessee **s** upon the land so withdrawn as aforesaid as may be determined by Our said Minister after appraisalment by the Commissioner.

21. ~~Provided Always~~ and these presents are upon this express condition that if and whenever the rent hereby reserved or any part thereof shall be in arrear for more than six months after the time hereinbefore for the payment thereof appointed or whenever there shall be a breach or non-observance by the Lessee **s** or ~~their~~ executors administrators and assigns of any other condition or provision herein contained or incorporated herewith and on the part of the Lessee **s** to be observed and performed it shall be lawful for Our said Minister after report from the Commissioner to declare by notification in the *Government Gazette* that the Lease hereby expressed to be granted is cancelled and forfeited and thereupon these presents shall become of no effect and the term of the Lease hereby granted shall absolutely determine and Our said Minister may enter upon the said land and the Lessee **s** or ~~their~~ - executors administrators and assigns therefrom expel but without releasing the Lessee **s** or ~~their~~ - executors administrators or assigns from liability in respect of the breach or non-observance or non-performance of any covenant condition or stipulation herein contained or incorporated herewith.

22. ~~Provided Further and it is Hereby Declared~~ that such of the provisions and conditions of this Lease as require or prescribe any act or thing to be done or not to be done by the Lessee **s** shall in addition to being read and construed as conditions of this Lease be also read and construed as covenant by the Lessee **s** or ~~their~~ executors administrators and assigns with US OUR HEIRS and SUCCESSORS to observe and perform the said provisions and conditions.

23. The terms " Our Minister for Lands of Our said State " and " Our said Minister " when herein used shall mean and include Our Minister for Lands of Our said State for the time being or other Our Minister of Our said State for the time being charged with the administration of the said Acts.

In Testimony whereof We have caused this Our Lease to be executed on Our behalf by Our Minister for Lands of Our State pursuant to the provisions of Section 28c of the said Acts, on the **twentyfirst** day of **January**, 19**47**.

SIGNED SEALED AND DELIVERED by the
HONOURABLE **WILLIAM FRASER DUNN**

(sgd) W.F.DUNN

being the Minister for Lands of the said State on behalf of His Majesty King George VI in the presence of:

(sgd) H.C.SPENCER

RECORDED AND ENROLLED IN THE REGISTER OF
Western Lands Leases, Book - Folio 5719 21
Western Lands Office Sydney New South Wales
This 4th day of February 1947

A. McKenzie
for Secretary

Transfer by way of Mortgage dated 13/2/1947
from Henry John Gregson, Edgar Robert Gregson
and Edna Priscilla Pearl Gregson
to Rural Bank of New South Wales
of Western Lands Lease No. 5719 registered in
the Western Lands Office this 27th day of
February 1947.
J. Deakin
For Secretary, Western Lands Office.

Transfer by way of Mortgage dated 16/12/1949
from William Percival Buist Robinson
to The Commercial Banking Company of Sydney
Limited
of Western Lands Lease No. 5719 registered in
the Western Lands Office this 16th day of
May 1950.
R. Houghlin
For Secretary, Western Lands Office.

Transfer by way of Release dated 15/12/1949
from Rural Bank of New South Wales
to Henry John Gregson, Edgar Robert Gregson and
Edna Priscilla Pearl Gregson
of Western Lands Lease No. 5719 registered in
the Western Lands Office this 16th day of
May 1950.
R. Houghlin
For Secretary, Western Lands Office.

Transfer by way of Release dated 13/11/1953
from The Commercial Banking Company of Sydney
Limited
to William Percival Buist Robinson
of Western Lands Lease No. 5719 registered in
the office of the Western Lands Commissioner
this 18th day of January, 1954.
A. D. Walsh
For Secretary, Western Lands Commission.

Transfer by way of Sale dated 15/12/1949
from Henry John Gregson, Edgar Robert Gregson
and Edna Priscilla Pearl Gregson
to William Percival Buist Robinson
of Western Lands Lease No. 5719 registered in
the Western Lands Office this 16th day of
May 1950.
R. Houghlin
For Secretary, Western Lands Office.

Transfer by way of Sale dated 4/12/1953
from William Percival Buist Robinson
to Thomas Fitzgerald Davison
of Western Lands Lease No. 5719 registered in
the office of the Western Lands Commissioner
this 18th day of January, 1954.
A. D. Walsh
For Secretary, Western Lands Commission.

For further endorsements see Annexure.

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Transfer by way of Mortgage dated 29/12 /1953
from Thomas Fitzgerald Davison

to
Commonwealth Bank of Australia

of Western Lands Lease No. 5719 registered in
the office of the Western Lands Commissioner
this 18th day of January, 1954
J. D. Walsh
For Secretary, Western Lands Commission.

Transfer by way of Release dated 23/6 /1955
from Commonwealth Bank of Australia

to
Thomas Fitzgerald Davison

of Western Lands Lease No. 5719 registered in
the office of the Western Lands Commissioner
this 18th day of August, 1955
J. D. Walsh
For Secretary, Western Lands Commission.

Transfer by way of Sale dated 2/8 /1955
from Thomas Fitzgerald Davison

to
Laurence Alexander Jackson

of Western Lands Lease No. 5719 registered in
the office of the Western Lands Commissioner
this 18th day of August, 1955
J. D. Walsh
For Secretary, Western Lands Commission.

Transfer by way of Mortgage dated 10/8 /1955
from Laurence Alexander Jackson

to
The Commercial Banking Company of Sydney
Limited

of Western Lands Lease No. 5719 registered in
the office of the Western Lands Commissioner
this 23rd day of March, 1956
J. D. Walsh
For Secretary, Western Lands Commission.

(1081) Sydney, 1st November, 1946.

ALTERATION OF NUMBER OF AND PRICE FOR WATER RIGHTS WHICH ATTACH TO LANDS WITHIN AN IRRIGATION AREA.

IN pursuance of section 7c, subsection (1) of the Irrigation Act, 1912-1944, I, GEORGE WEIR, the Minister for Conservation, hereby alter the number of and price for water rights which attach to and are a fixed charge on Irrigation Farm Purchase No. 352, Yanco No. 1 Irrigation Area (portions 83, 84, 267, 268 and 271, parish of Tuckerbil), so that 100 water rights shall attach to the whole of the holding; the price for the said water rights shall be five shillings (5s.) each per annum, and the full number of the said water rights shall be a fixed charge. (W.C. & I.C. 46-8,524; 46E.9,021)

GEO. WEIR, Minister for Conservation.

(1057) Western Lands Office, Sydney, 1st November, 1946.

IT is hereby notified for public information that in pursuance of section 18e of the Western Lands Act, 1901, the Western Lands Leases enumerated in the following Schedule have been extended to leases in perpetuity.

W. F. DUNN, Minister for Lands.

Lease No.	Name.	Date of Approval.
5810	Edward Middleton, junior	3rd September, 1946
3562	Albert Arthur Mitchell	9th September, 1946
4803	Albert Arthur Mitchell	9th September, 1946

(1078) Western Lands Office, Sydney, 1st November, 1946.

IT is hereby notified that under the provisions of section 23 of the Western Lands Act of 1901, Western Lands Leases of the lands specified in the annexed Schedule have been granted to the undermentioned persons.

The leases are subject to the general provisions and conditions of the Western Lands Act of 1901, and the Regulations thereunder, and to the covenants, reservations and exceptions set out at the foot of the Schedule.

The lands are to be used only for the purpose of grazing for which the leases are granted.

Rent and survey fee are subject to adjustment upon any recalculation of area or any survey.

All amounts due and payable to the Crown must be paid to the Accountant, Department of Lands, within one month from date hereof.

W. F. DUNN, Minister for Lands.

SCHEDULE.

No. of Western Land Lease.	Reg. No. of papers.	Name and address of Lessee.	Situation of Land.	Area.	Term of Lease.		Annual Rent.	Survey Fee.	Pastures Protection District.
					From	To			
LEASES GRANTED OUT OF EXPIRED AREA—CORONGA PEAK.									
5715	W.L.O. 45-7,485	Galbyra Brennan, Winlera, Cobar ...	County of Cowper, portions W.L. 3401 and H.L. 89-92.	13,021	1945. 24 Dec....	Perpetuity	£ s. d. 26 0 10	£ s. d. 30 8 0	Cobar.
5716	46-4,316	Catherine McLure Johnson, Bylong, Girilambone.	Portion H.L. 89-94.	10,610	24 „ ...	do ..	21 4 5	28 0 0	do
5717	46-1,571	Mark Alexander Ferguson and William George Ferguson, Berwick, Girilambone.	Portion H.L. 89-93.	10,560	24 „ ...	do ...	21 2 5	28 0 0	do
*5718	46-6,074	Norman William Guteridge, Lyndhurst, Byrock.	Portions W.L. 2024 and W.L. 3403.	3,823	24 „ ...	do ...	32 2 2	44 0 0	do
5719	46-6,033	Henry John Gregson, Edgar Robert Gregson, and Edna Priscilla Pearl Gregson, Bahloo, Glenariff, (as tenants in common).	Portion W.L. 3402.	12,052	24 „ ...	do ...	24 2 1	29 12 0	do
5720	45-6,766	Michael Albert Williams, Oakvale, Glenariff Siding.	Portion H.L. 90-95.	10,416	24 „ ...	do ...	15 12 0	28 0 0	do
5722	46-2,015	George James Frederick Leggatt, El Trunc, Coolabah.	Portion W.L. 3427.	7,502	24 „ ...	do ...	17 10 1	24 16 0	do
5724	46-6,034	Michael Grady, Vegadale, Coolabah ...	Portion W.L. 3426.	7,504	24 „ ...	do ...	17 10 2	24 16 0	do

* Includes an area of 15,257 acres, being surrendered Western Lands Lease No. 4179.

The leases are subject to the undermentioned covenants, reservations and exceptions:—

- (a) The Minister shall have the right to withdraw from the lease, without compensation, any land required for the purposes of roadways, travelling stock routes, camping reserves or reserves for any other purpose.
- (b) The lessee shall hold and use the land bona fide for his own exclusive benefit, and shall graze his own stock upon the land to the satisfaction of the Minister.
- (c) The lessee shall within one year from date of commencement of the lease enclose the land with a substantial stockproof fence to the satisfaction of the Commissioner.
- (d) The lessee shall improve and develop the land for grazing to the satisfaction of the Minister, and shall keep in reasonable repair all improvements which exist or may hereafter be effected on the land.
- (e) The lessee shall not grant any grazing rights over any part of the land or agist stock thereon without having first obtained the written consent of the Minister.
- (f) The lessee shall not overstock or permit or allow to be overstocked the said land, and the decision of the Commissioner as to what constitutes overstocking shall be final, and the lessee shall comply with any directions of the Commissioner to prevent or discontinue overstocking.
- (g) The lessee shall, if the Minister so directs, prevent the use by stock of any part of the land for such periods as the Minister considers necessary to permit of natural reseeding and regeneration of vegetation; and, for this purpose, the lessee shall erect within the time appointed by the Minister such fencing as the Minister may consider necessary.
- (h) The lessee shall have no property right in the timber on the land.
- (i) The lessee shall not ringbark, cut or otherwise destroy or permit the destruction of any timber or scrub without the written consent of the Commissioner: Provided that the lessee may use, in such manner as the Commissioner may from time to time determine, edible trees or scrub for stock feeding purposes, and may take timber and other material (not being within a State Forest, Forest Reserve or Timber Reserve) as may reasonably be required by him for building and other purposes upon the land.
- (j) The lessee shall not prevent any person or persons duly authorised in that behalf under the Forestry Act, 1916, and regulations thereunder, from cutting or removing timber upon the land.
- (k) The lessee shall take all necessary steps to protect the area from bush fire.



Department
of Industry
Lands

Contact: Jarrod Smith
Phone: 02 6883 5448
Email: jarrod.smith@crowland.nsw.gov.au

G.P. Paul & J.M. Paul
"Bahloo Station"
COOLABAH NSW 2831

Dear Mr Paul & Ms Paul,

I refer to your request for a new Cultivation Consent.

Cultivation Consent 17P0035 is enclosed. The conditions should be read carefully.

Cultivation Consent 84P1068 has been made redundant and is therefore cancelled.

You are reminded that the conditions of all Cultivation Consents provide for the Western Lands Commissioner to vary conditions or revoke the authority at any time on any grounds. This could occur where the conditions of the Consent have not been met or where new information on environmental effects becomes available.

If you have questions regarding this consent, please contact Jarrod Smith, Senior Natural Resource Management Officer on (phone) 02 6883 5448 or (email) jarrod.smith@crowland.nsw.gov.au.

Yours sincerely,

Shaun Barker
Group Leader – Property Management
Far West Area

Date: 2 July

CULTIVATION CONSENT 17P0035

ISSUED UNDER SECTION 18DA OF THE *WESTERN LANDS ACT 1901*

This consent is issued within the property known as “Bahloo”

being part of **Western Lands Lease 2559**

to **Glynn Patrick Paul & Janice Mae Paul**

of **Bahloo Station COOLABAH NSW 2831**

as illustrated on the diagram provided herewith for the purpose of cultivating **2,400 hectares** for the purpose of **DRYLAND CULTIVATION**.

Such consent is granted for **an indefinite term** from the date of signature hereunder, **SUBJECT TO** the conditions specified below.



Shaun Barker
Group Leader – Property Management – Far West Area
for **WESTERN LANDS COMMISSIONER**

DATE: 2 July 2017

EXPLANATORY NOTES

This Cultivation Consent is presented as explanatory paragraphs followed by conditions.

1. CULTIVATION PATTERN

Cultivation may be carried out over the area shown on the attached diagram.

2. TYPE OF CULTIVATION

This Cultivation Consent is issued for the purpose of **Dryland Farming**.

3. FENCE-LINES AND PUBLIC ROADS

The limitations on cultivation are designed to minimise the risk of erosion and provide corridors of undisturbed country for the movement of wildlife. Where dense tree stands are retained, those areas may form a natural, grassless firebreak. The minimum uncultivated width required to be retained along fence-lines and public roads is included in the conditions.

4. CLEARING

Where clearing of native vegetation is required in preparation for cultivation, a separate Clearing authorisation must be obtained.

5. AUTHORITY

The details of any Contract or Share-farming Agreement involving cultivation must be in accordance with the conditions of this Consent.

6. PRODUCTIVITY

The conditions of this Consent have been designed to provide short and long-term productivity and landscape stability in the area. Advisory services on matters pertaining to this Consent and to land development in general are available through the local offices of the Department of Primary Industries- Lands.

7. BEST MANAGEMENT PRACTICE

It is the responsibility of the holder of a cultivation consent to ensure that cultivation activities are undertaken in a sustainable manner. As such, it is strongly recommended that the advice of a local Agronomist be sought and followed on cropping systems, pasture species, fertiliser application and agronomic practices.

The attached 'Best Management Practice Guidelines for Sustainable Cropping and Agriculture' optimise the chance of achieving sustainability.

8. BREACHES AND NON-COMPLIANCE WITH CONDITIONS

If a suspected breach of conditions is observed or reported, the lease may be inspected by a Rangelands Management Officer. Following his/her report, the Western Lands Commissioner may take any compliance action under the provisions of the *Western Lands Act 1901*.

9. CULTIVATION WITHOUT CONSENT

Section 49(1)(a1) of the *Western Lands Act 1901* provides a maximum penalty of \$11,000 for persons found guilty of cultivating land without a Cultivation Consent, or contrary to any condition in a Cultivation Consent. A lease may also be forfeited under Section 18DA(12) of the *Western Lands Act 1901*, if land is cultivated without a Cultivation Consent or contrary to any condition in a Cultivation Consent.

10. VARIATIONS OF AREAS

If you wish to cultivate additional land not covered by this Consent, you will be required to apply for a new Cultivation Consent.

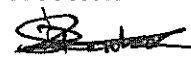
11. OTHER LEGISLATION

Cultivation activities are subject to the requirements of various other pieces of legislation. It is the responsibility of the holder of a Cultivation Consent to obtain any appropriate information and to observe any requirements of these other laws. See Attachment A for further information.

CONDITIONS

1. This Consent may be reviewed by the Western Lands Commissioner at any time, and the conditions may be altered. Unless the Commissioner determines otherwise, the holder of this Consent will be provided three calendar months in which to consult with the Commissioner or his delegate before any review or alteration is effected.
2. The lessee may request alteration of any condition upon payment of the fee as determined from time to time.
3. If the lessee commits, permits or suffers to occur any breach or default in the due observance and performance of any of the conditions of this Consent, then the Western Lands Commissioner may suspend the Consent, or after affording the lessee an opportunity to be heard, cancel or continue the Consent.

Western Lands Commissioner

 (02/07/2017)

4. The lessee shall ensure that persons employed or otherwise engaged by him/her for the purpose of this Consent do not contravene the provisions of the Consent.
5. Every contractor, supervisor or other responsible person engaged in cultivation authorised by this Consent shall be familiar with and have ready access to this Consent, or a copy of this Consent and shall be able to produce the Consent within 24 hours when requested to do so by an authorised officer.

CULTIVATION PATTERN

6. Cultivation is only permitted within the boundaries of the consent as outlined by the yellow edge on the attached diagram.
Cultivation shall be carried out on the approximate contour.
7. All areas designated for exclusion are to remain permanently uncultivated.

AREAS TO REMAIN UNCULTIVATED

Slopes

8. Areas with a slope greater than 2% shall not be cultivated until any soil conservation measures documented in a plan approved by the Commissioner have been implemented at the lessee's expense.

Access Tracks

9. Access tracks to the area to be cultivated must be arranged in such a manner as to minimise the disturbance of any land surfaces within the areas required to be left uncultivated to comply with the conditions of this Consent.

Incised Drainage Channels

10. Incised drainage lines, other than man made structures, which carry water after storms shall be left uncultivated in the channels and for a distance of at least 20 metres on either side of the banks of the channels except when the Commissioner specifies otherwise.

Fence Lines

11. There shall be no cultivation within 300 metres of any property boundary fence-line except the southern boundary fence-line, where cultivation shall not occur within 100 metres.

CULTIVATION MANAGEMENT PRACTICES

Stubble Burning

12. Stubble shall be retained on the soil surface and shall not be burnt, except with the approval of the Commissioner or his delegate.

Cropping Frequency

13. If the Commissioner considers that the land resource is at risk then limits to cropping frequency may be imposed.

Livestock on Fallow

14. Livestock may be excluded from cultivated fallows by direction of the Commissioner or the Rangeland Management Officer.

REHABILITATION**Soil Erosion and Land Degradation**

15. The lessee shall undertake any appropriate measures, at his/her own expense, ordered by the Commissioner to rehabilitate any degraded cultivated areas.

Windbreaks

16. The lessee shall establish windbreaks at his/her own expense as may be ordered by the Commissioner to provide adequate protection of the soil.

SPECIAL CONDITIONS**TSRs**

17. The area within this Cultivation Consent partly covers Travelling Stock Reserve 27281 and suitable arrangements must be made with the relevant Local Land Services Office (LLS) prior to the commencement of any development. If suitable arrangements cannot be made with LLS, the matter will be determined by the Commissioner.

BEST MANAGEMENT PRACTICE GUIDELINES

Best Management Practice Guidelines for Sustainable Cropping and Agriculture

Sustainable cropping and agriculture relies on three main principles:

- It is economically viable;
- It does not reduce the potential productivity of the soil (eg. erosion is minimised, soil structure, organic matter and nutrient status are maintained or improved); and
- It does not have adverse off-site effects (eg. recharge is controlled, dust levels are minimised and there is no deposition of soil onto public utilities).

These guidelines will increase the chance of achieving sustainability. **They are not a recipe.** Adoption of them will not ensure sustainability; neither will non adoption result in non sustainability. The best management practice guidelines optimise the chance of achieving sustainability.

Economic viability is beyond the scope of these guidelines.

Erosion control and prevention

1. Fallow period should not exceed 12 months.
2. Minimise the number of cultivations.
3. Substitute herbicide application for cultivation, where appropriate.
4. Trash levels should be kept at the highest possible levels until sowing. As a guide, farming soils need the following amounts of cereal stubble to control erosion.

Texture Class	Surface Cover (%)	Surface Cover (kg stubble/ha)*
Sandy loam	30%	600
Loam-clay	0%	0

* These proportions of surface cover are adequate to control erosion provided that the soil structure has not been destroyed by aggressive techniques e.g. disc ploughing. If loam soils and heavier are over-cultivated and the structure is lost, then they require as much surface cover as sand, to control erosion.

* The figures are given as surface cover of winter cereal stubble. Other vegetable residues are less effective at controlling wind erosion.

5. Trash retention techniques should be used on arable country. Long fallows should only be attempted with trash retention machinery.
6. Trash retention should be used in close farming rotations. The length of fallow when coming out of pasture phase should be reduced when trash levels are low.
7. If there is a late break to the season (later than July), fallowed land should not be left bare until the following year. A crop should still be sown. This may take the form of a cover crop to provide cover until the next year.
8. Poor crops should not be grazed until after the normal harvest period, to provide longer lasting residues.
9. Sub-surface tillage equipment such as blade ploughs and chisel ploughs with sweeps, should be used, as they maintain both soil structure and vegetative cover.
10. Cultivated paddocks should not be stocked (occasionally short duration, high stocking rates may be used to substitute for cultivation under judicious management).

11. Adequate windbreaks (at least 50 metres wide) should be maintained across the landscape. Generally wind runs should not exceed two kilometres. Required layout of windbreaks on individual properties will be determined when property agreements are formulated.
12. Design paddock shape with a long north-south axis where possible (ie. in level sandplain country). This promotes north-south cultivation, across the prevailing wind direction.
13. Manage grazing on pasture and stubble to maintain adequate cover.
14. Cultivate at the appropriate soil moisture. When working back using a blade plough, cultivation can be delayed until the surface is dry, which often reduces the number of cultivations required.
15. Minimise speed of cultivation (ie. less than 10 km/hr for most workings).

Avoiding soil structure decline

1. Cultivate at the right moisture content. Cultivating soil that is too wet or too dry can lead to soil structure decline.
2. Minimise the number of cultivations.
3. Build up and maintain organic matter by retaining and not burning stubble.
4. Incorporate annual legume based pastures within cropping rotations.
5. Consider applying gypsum to responsive soils e.g. hard setting clay loams.

Recharge control

To control recharge in development areas there are two main requirements:

1. Monitor soil moisture status; and
2. Incorporate deep rooted, high water-using perennial pastures (eg. lucerne) into crop rotations when sub-soil moisture levels warrant it.

The following may be adopted to increase the period of time between sowing deep rooted perennials:

1. Incorporate pastures into the rotation. Legumes such as medic and vetch are deeper rooted than wheat;
2. Use rotations that control cereal root diseases. Healthier crops are deeper rooted and use more water and are more productive; and
3. Reduce the length of fallow.

ATTACHMENT A**ADDITIONAL LEGISLATIVE REQUIREMENTS**

Please note that you may require approvals / permits under other legislation for associated activities.

Local Environment Plans

Development Consent may be required for associated activities under the Local Environment Plan (LEP) that covers your local government area. You should contact your local Council or obtain your own legal advice if any associated activities are proposed.

Protection of the Environment Operations Act 1997

You may require a licence under the *Protection of the Environment Operations Act 1997* (POEO Act) for certain types of development (eg. clearing that involves burning). You may also require a licence under the POEO Act if there is a risk of contamination of any waterway with sediment or herbicide. You should contact your local Council in the first instance or the NSW Environmental Protection Authority (EPA) before work commences to determine your responsibilities under this Act.

Rural Fires Act 1997

You may require a permit under the *Rural Fires Act 1997* for any burning. You should contact the NSW Rural Fire Service before work commences to determine your responsibilities under this Act.

National Parks and Wildlife Act 1974

Under Section 90 of the *National Parks and Wildlife Act 1974* (NPW Act), it is an offence to damage or destroy Aboriginal archaeological relics without the prior permission of the Director General of the NSW Office of Environment and Heritage (OEH). That is, permits under Sections 87 and 90 of the NPW Act are required from the Director-General of OEH for the impact of any archaeological material. Should any Aboriginal archaeological relics or sites be uncovered during the proposed development, work should cease immediately. You should contact the Manager, Cultural Heritage Unit, OEH, on 02 6883 5324 (phone) or at 58-62 Wingewarra Street, Dubbo NSW to consider your responsibilities under this Act.

Native Vegetation Act 2003

Under Section 12 of the *Native Vegetation Act 2003*, an approval (either a development consent granted under this Act or a Property Vegetation Plan, known as a PVP) is required to clear native vegetation associated with the proposal. You should contact the Local Land Services (LLS) Office for your area before work commences to determine your responsibilities under this Act.


Water Act 1912 / Water Management Act 2000

You may require an approval or licence under the *Water Act 1912* or *Water Management Act 2000* from the NSW Department of Primary Industries (DPI) Water for (a) the construction of any dams, levees, banks etc., and/or (b) access to and use of surface water and/or groundwater. You should contact your local NSW DPI Water before work commences to determine your responsibilities under this Act.

Threatened Species Conservation Act 1995

Under Section 90 of the *Threatened Species Conservation Act 1995* it is an offence to (a) harm to any animal that is of, or is part of, a threatened species, population or ecological community, (b) pick any plant that is of, or is part of, a threatened species, population or ecological community, or (c) damage or destroy the habitat of a threatened species, population or ecological community without the prior permission of the Director General of OEH. Should any threatened species, population or ecological community be identified, work should cease immediately. You should contact the Manager, Threatened Species Conservation Unit, OEH, on 02 6883 5324 (phone) or at 58-62 Wingewarra Street, Dubbo NSW to consider your responsibilities under this Act.

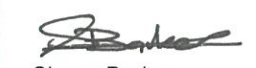
Western Lands Commissioner

 (02/07/2017)

Cultivation Consent 17P0035

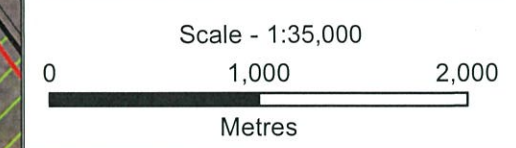
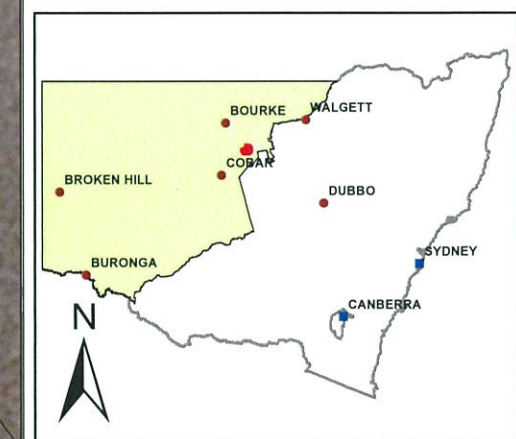
Property: Bahloo
Lessee: G.P. Paul & J.M. Paul
Area: 2,400 ha

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 (02/07/2017)
Shaun Barker
Group Leader Property Management
Far West Area

Legend

-  17P0035
-  Bahloo
-  Roads All (WD)
-  Cadastre
-  Labelled Freehold
-  Rivers_line
-  TSRs



Projection: GDA94 MGA Zone 55
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State of New South Wales.

IN THE COMMONWEALTH OF AUSTRALIA.

Form No. 6a.
Western Lands Acts.
New Lease.

WESTERN LANDS LEASE.

GEORGE V, by the Grace of God, of the United Kingdom of Great Britain and Ireland, and of the British Dominions beyond the Seas, King, Defender of the Faith, Emperor of India.

TO ALL to whom these Presents shall come, Greeting:—

WHEREAS certain Crown Lands in the Western Division of Our State of New South Wales were duly declared open for Lease under the provisions of the Western Lands Acts (hereinafter referred to as the said Acts): And WHEREAS *William James Gregson*—

of *Cambelago*— in Our said State did on the *Twenty third*— day of *October*— 1912 make an application under the provisions of the said Acts for a Lease of the area of the land hereinafter mentioned and all things required by law were done to enable the said Lease to be duly granted: Now Know Ye that in pursuance of the provisions of the said Acts and in conformity with the same: WE DO HEREBY GRANT unto the said *William James Gregson*—

(who with his executors administrators and assigns— hereinafter referred to as the Lessee) a Lease for pastoral purposes under the said Acts (being Western Lands Lease No. *2559*) of ALL THAT piece or parcel of land, ^{being 13000 c/o 375} containing *Eighteen thousand six hundred and forty one (18,641)*— acres more or less as delineated upon the Diagram catalogued *W.L.B. 1468* in the Office of the Western Land Board of New South Wales in the City of Sydney in Our said State but subject to any alteration modification or adjustment of such Diagram consequent upon survey as duly authorized by the Commissioners constituting the said Board (hereinafter referred to as the Commissioners) together with ALL rights easements and appurtenances to the same belonging: EXCEPTING AND RESERVING unto Us Our Heirs and Successors all minerals as defined in the Mining Act of 1889 or any Act amending the same and all metals gems precious stones coal and mineral oils which may be in under or upon the said land together with full power and authority to Us Our Heirs and Successors and to any person lawfully authorized in that behalf to enter upon the said land and search for work win and remove all or any of the said minerals metals gems precious stones coal and mineral oils: AND FURTHER RESERVING unto Us Our Heirs and Successors the unrestricted right to proclaim Travelling Stock Camping or other Reserves within the said land and to withdraw any land for the purpose of Roads Travelling Stock Camping or other Reserves: ALSO the right to withdraw from Lease land for a Travelling Stock Route or roads not exceeding 10 chains in width without payment of any compensation therefor: AND FURTHER RESERVING unto Us Our Heirs and Successors all powers and provisions necessary for the resumption of the said lands or any part thereof for mining purposes townships or any public purpose under the provisions of the Crown Lands Acts as hereinafter provided: To HOLD the said land unto the Lessee from the *Twenty-sixth* day of *February* 1913 up to and until the 30th day of June 1943 subject to the Reservations Exceptions Conditions and Provisions herein contained YIELDING AND PAYING therefor rent at the rate of *Forty pounds seven shillings and nine pence (£40: 7: 9)*— per annum for the period of ten years from the date of these presents and such other rent per annum as may from time to time thereafter be determined by the said Commissioners under the provisions of the said Acts: PROVIDED that upon approval by the Minister of any transfer assignment or sub-lease or upon a foreclosure of any mortgage of the said land during the currency of any period for which the rent has been determined the rent payable in respect of the unexpired term of such period from the date of such approval or foreclosure shall be

NOTICE—Persons dealing with this Lease are warned that search should be made in the Western Land Board Office, and the Registrar General's Office, Sydney.

2559

such sum as shall be determined by re-appraisal by the Commissioners and until such determination shall be at the rate previously payable in respect of such period: PROVIDED ALWAYS that in the event of the said land being found on survey to contain an area in excess of or less than the area as aforesaid the rent shall be subject to adjustment consequent upon such increase or diminution of area: **And it is Hereby Declared** that all conditions and provisions contained in the Acts and any regulations made or to be made thereunder are embodied and incorporated with these presents as conditions and provisions of the Lease hereby expressed to be granted: PROVIDED ALSO and it is hereby Declared that the Lessee shall and will duly pay annually in advance the rent hereby reserved at the dates appointed for payment of the same in accordance with the provisions of the said Acts without deduction or abatement on any account whatsoever to the Treasurer of Our said State: PROVIDED that if the said rent be not paid as aforesaid a penalty not exceeding Ten per cent. per annum shall be paid by the Lessee on the amount so due and unpaid as aforesaid: THAT the Lessee shall occupy the said land during the whole of the said term by the continuous and *bona fide* residence of himself or of some other person approved of by the Commissioners in writing and where the said Lease has been transferred *bona fide* by way of mortgage the condition of occupation as aforesaid shall be performed by the owner subject to such mortgage or by some other person approved of by the Commissioners as aforesaid: THAT the Lessee shall within sixty days after demand made by the Commissioners pay a fee at the rate of one pound per linear mile for the survey of such boundaries as the said Commissioners may consider necessary to determine by survey: THAT the Lessee shall within a time specified by the Commissioners take such steps and measures as the Commissioners shall direct to destroy rabbits dogs foxes and such other vermin and such weeds as may from time to time be declared noxious in the *Government Gazette* and to keep the said land free of such vermin and weeds during the currency of these presents to the satisfaction of the Commissioners: THAT the Lessee shall and will as the Minister for Lands for the time being of Our said State may from time to time direct foster and cultivate such edible shrubs and plants as the Commissioners may consider can be advantageously and successfully cultivated: PROVIDED that during the currency of these presents the Lessee shall not be compelled to expend annually for the purposes of destroying vermin and weeds as aforesaid and for the purpose of cultivating edible shrubs as aforesaid a sum exceeding one farthing per acre of the whole area under Lease such sum to be expended on any of the purposes aforesaid in such proportions and in such manner as the Commissioners may from time to time direct: PROVIDED that the Commissioners may at any time require proof from the Lessee of all moneys so expended by *him* on each or any of the purposes aforesaid the onus to be on the Lessee of proving such expenditure in each case: THAT the Lessee shall keep and preserve sufficient timber on the said land for shade and firebreaks: THAT the Lessee shall not interfere with the timber upon any Forest Reserve which may now or hereafter be included within the said land without the permission in writing of the Commissioners and shall not prevent any person or persons duly authorised in that behalf from cutting or removing timber upon such Reserve or upon the said land: THAT the Lessee shall not ringbark cut or otherwise destroy or permit the destruction of any timber or edible scrub without the written consent of the Commissioners: PROVIDED THAT the Lessee may use in such manner as the Commissioners may from time to time determine edible trees or scrub for stock-feeding purposes: THAT the Lessee shall not obstruct or interfere with any reserves roads or tracks or the lawful use thereof by any person: THAT the Lessee shall and will maintain and keep in reasonable repair all improvements on the said land during the currency of the said Lease and shall and will permit the Minister for Lands aforesaid and the Commissioners or any person authorized by him or them at all times to enter upon and examine the whole or any part of the land under lease and the buildings and other improvements thereon: THAT the Lessee shall furnish such returns or statements as the Commissioners may from time to time require in connection with any Lease or License or Freehold or Conditional Purchase held by *him* or in which *he is* interested within the Western Division or which are or is worked in conjunction with any Lease or License held by *him* or in which *he is* interested and in connection with any sheep or large stock cost of improvements working expenses or any other matter relative to any such holding as aforesaid: THAT the Lessee shall not transfer convey assign or sublet the said land or any portion thereof or mortgage or charge the same with the repayment of moneys advanced on the security thereof without having first obtained the written consent of the Minister after report by the Commissioners: THAT the Lessee shall not grant any grazing rights over the said land or agist stock thereon without first having obtained such consent as aforesaid: THAT no transfer assignment or agreement to sublet the said land or any part thereof shall affect any forfeiture incurred or any debt or liability accrued to Us Our Heirs or Successors under or by virtue of these presents: THAT no transfer shall be registered or recognised if any rent payment or other dues to the Crown are in arrear: THAT no public rights now existing or hereafter to be created in and over any Travelling Stock Route Reserve or Camping Reserve which may be included within the said land shall be affected by the granting of this Lease: THAT the Lessee shall permit any person duly authorised in that behalf to enter upon the said land and search for work win and

remove all or any minerals metals gems precious stones coal and mineral oils in under or upon the said land: THAT it shall be lawful for Us Our Heirs and Successors to withdraw from the said Lease any lands required for such public purposes as have been or may hereafter be proclaimed under the Crown Lands Acts including mining purposes and purposes of settlement for towns and villages upon publication in the *Government Gazette* of such withdrawal: PROVIDED THAT upon such publication as aforesaid the Lessee shall be entitled to such compensation in respect of the land so withdrawn for the unexpired term of these presents and for the improvements owned by the Lessee upon the land so withdrawn as aforesaid as may be determined by the Minister after appraisalment by the Commissioners: ~~Provided always~~ and these presents are upon this express condition that if and whenever the rent hereby reserved or any part thereof shall be in arrear for more than six months after the time hereinbefore for the payment thereof appointed or whenever there shall be a breach by the Lessee ^{his} Executors Administrators and Assigns of any other condition or provision herein contained or incorporated herewith it shall be lawful for the Minister for Lands aforesaid after report from the Commissioners to declare by notification in the *Government Gazette* that the Lease hereby expressed to be granted is cancelled and forfeited unto Us Our Heirs and Successors whereupon these presents shall become of no effect and the term of the Lease hereby granted shall absolutely determine: ~~PROVIDED LASTLY~~ that the Lessee may surrender the Lease hereby granted upon giving the Minister for Lands aforesaid twelve months' notice of intention to surrender the same together with all improvements thereon such notice to specify the date on which such surrender as aforesaid is intended to take effect and upon the giving of such notice as aforesaid the Lessee shall not be liable for the payment of rent accruing due after the expiration of the period mentioned in such notice.

Sec 100
In Testimony Whereof We have caused this Our Lease to be Sealed with the Seal of Our said State.

Je triple

Witness Our Right Trusty and Well-beloved FREDERIC JOHN NAPIER, BARON CHELMSFORD, Knight Commander of Our Most Distinguished Order of Saint Michael and Saint George, Our Governor of Our said State of New South Wales and its Dependencies, in the Commonwealth of Australia, at Sydney, in New South Wales aforesaid, this *eighteenth* day of *February* in the *third* year of Our Reign, and in the year of Our Lord one thousand nine hundred and *thirteen*

Sequitur *Chelmsford*
Governor.

SIGNED, Sealed and Delivered by the said

William James Gregson
in the presence of
A. Deming
this *sixth* day of *January* 19*13*.

William James Gregson

RECORDED AND ENROLLED IN THE REGISTER OF Western Land's Leases, Book *7* Folio *56* at Western Land Board Office Sydney New South Wales This *fourth* day of *February* 19*13*.

A. Deming
Secretary

Transfer dated *26th* October 19*15*. from *William James Gregson* to the Commissioners of the Government Savings Bank of New South Wales of Western Lands Lease No. *2559* entered in Transfer Book in the Western Land Board Office at Sydney this *twenty-fourth* day of *November* 19*15*. *A. Deming* Secretary Western Land Board

The area of Western Lands Lease No. 2559 has been reduced from eighteen thousand six hundred and forty one (18,641) acres to eighteen thousand six hundred and thirty six (18,636) acres by the withdrawal of five (5) acres. Vide Gazette Notice of the 12th October 1917.

G. A. Semir
Secretary
Western Lands Board.

TERM extended to 30th June 1968 subject to conditions for which see Act No. 16 of 1930.
Signed at Sydney this fourteenth day of January 1931.
D. G. Ross
Secretary, Western Land Board.

The extension of term to the 30th June 1968 under Act No. 16 of 1930 being invalid the above endorsement as to such extension is hereby CANCELLED under Act No. 8 of 1931.
Signed at Sydney this fifth day of August 1931.
D. G. Ross
Secretary, Western Land Board.

Extended to a lease in perpetuity under Section 18E of the Western Lands Act of 1901, with no additional terms and conditions under Subsection 5: vide Minister's approval dated Fourth January, 1934.
A. Roberts
Secretary, Western Land Board.
21.6.1934.

The area of Western Lands Lease No. 2559 has been increased from eighteen thousand six hundred and thirty six (18,636) acres to nineteen thousand three hundred and six (19,316) acres by the addition of 680 acres, vide gazette notification of 12.12.1941, and subject to the following special conditions, attaching to the abovementioned added area:-
"The lessee shall not overstock the area within S. & P. No. 27, 281, and he shall not, during any period of twelve months, depasture stock thereon in excess of the average rate of one sheep to 12 acres."
"The lessee shall, by not later than 31st March, 1942, provide gateways, and ramps or grids, to the satisfaction of the Department of Main Roads, at the points of intersection of boundary fencing or subdivision fencing, with the Mitchell highway."
"Cavelling stock shall have the right to water, free of charge, at the tank situated in the south-eastern corner of portion W.L.578, and distant about 40 chains westerly from S. & P. No. 27, 281; and, for this purpose, the lessee shall maintain such tank, and the drains serving it, to the satisfaction of the Western Lands Commissioner, during the currency of the lease."
A. Roberts
Secretary, Western Lands Office.
12.2.1942.

Transfer by way of Equity (Gift) dated 10/9/1943 from William James Gregson to Edgar Robert Gregson, Henry John Gregson and Edna Priscilla Pearl Gregson as tenants in common of Western Lands Lease No. 2559 registered in the Western Lands Office this 4th day of November 1943.
P. A. Stinson
For Secretary, Western Lands Office.

Transfer by way of Release dated 15/12/1949 from Rural Bank of New South Wales to Edgar Robert Gregson, Henry John Gregson and Edna Priscilla Pearl Gregson of Western Lands Lease No. 2559 registered in the Western Lands Office this 16th day of May 1950.
P. A. Stinson
For Secretary, Western Lands Office.

Transfer by way of Sale dated 15/12/1949 from Edgar Robert Gregson, Henry John Gregson and Edna Priscilla Pearl Gregson to William Percival Huist Robson of Western Lands Lease No. 2559 registered in the Western Lands Office this 11th day of May 1950.
P. A. Stinson
For Secretary, Western Lands Office.

Transfer by way of Mortgage dated 16/12/1949 from William Percival Huist Robinson to The Commercial Banking Company of Sydney Limited of Western Lands Lease No. 2559 registered in the Western Lands Office this 11th day of May 1950.
P. A. Stinson
For Secretary, Western Lands Office.

Transfer by way of Release dated 13/11/1953 from The Commercial Banking Company of Sydney Limited to William Percival Huist Robinson of Western Lands Lease No. 2559 registered in the office of the Western Lands Commissioner this 18th day of January 1954.
J. D. Walsh
For Secretary, Western Lands Commission.

For further endorsements see Annexure

Transfer by way of Sale dated 4/12/1953
from William Percival Austin Robinson
to Thomas Fitzgerald Davison
of Western Lands Lease No. 2559 registered in
the office of the Western Lands Commissioner
this 18th day of January, 1954
F. D. Walsh
For Secretary, Western Lands Commission.

Transfer by way of Mortgage dated 10/8/1955
from Lawrence Alexander Jackson
to The Commercial Banking Company of Sydney Limited
of Western Lands Lease No. 2559 registered in
the office of the Western Lands Commissioner
this 23rd day of March, 1956
F. D. Walsh
For Secretary, Western Lands Commission.

Transfer by way of Mortgage dated 29/12/1953
from Thomas Fitzgerald Davison
to Commonwealth Bank of Australia
of Western Lands Lease No. 2559 registered in
the office of the Western Lands Commissioner
this 18th day of January, 1954
F. D. Walsh
For Secretary, Western Lands Commission.

The area of Western Lands Lease No. 2559 has been increased from
nineteen thousand, three hundred and sixteen
(19,316) acres to nineteen thousand four hundred
and ninety six (19,496) acres by the addition of
(180) acres under Section 33A(b) of the Western Lands
Act of 1901 to take effect from 25th February, 1952
F. D. Walsh
Secretary, Western Lands Commission.

Transfer by way of Release dated 23/6/1955
from Commonwealth Bank of Australia
to Thomas Fitzgerald Davison
of Western Lands Lease No. 2559 registered in
the office of the Western Lands Commissioner
this 18th day of August, 1955
F. D. Walsh
For Secretary, Western Lands Commission.

Transfer by way of Sale dated 2/8/1955
from Thomas Fitzgerald Davison
to Lawrence Alexander Jackson
of Western Lands Lease No. 2559 registered in
the office of the Western Lands Commissioner
this 18th day of August, 1955
F. D. Walsh
For Secretary, Western Lands Commission.

[5259]

Department of Lands,
Sydney, 26th February, 1913.

IMPROVEMENT LEASE FORFEITED.

NOTICE is hereby given that His Excellency the Governor, with the advice of the Executive Council, has approved of the Improvement Lease specified in the annexed Schedule being forfeited, and the lease is hereby forfeited. Forfeiture will take effect thirty days after the date of this notice.

J. L. TREFLÉ.

LAND DISTRICT OF EDEN.

Papers.	Lease No.	Block No.	Lessee.	Division.	Parish.	County.	Shire.	Area.	Rent.	Date of Execution of Improvement Lease.	Reason of Forfeiture.
Occ. 1913-2,214	1,386	67	Robert Henry Richards.	Eastern ..	Towamba..	Auckland..	Imlay ...	Acres. 2,2.0	£ s. d. 2 10 0	14 Jan., 1914 ...	Non-compliance with the conditions.

[5031]

Western Land Board Office,
Sydney, 26th February, 1913.

APPLICATIONS UNDER SECTION 23 (PART VII), WESTERN LANDS ACTS.

IT is hereby notified, for public information, that His Excellency the Governor, with the advice of the Executive Council, has, in pursuance of the powers contained in the Western Lands Acts, issued Western Lands Leases for the undermentioned portions of land, subject to the provisions of those Acts.

J. L. TREFLÉ,
Minister for Lands.

No. of Papers W.L.B.	No. of Western Lands Lease.	No. of Block.	Name of Lessee.	Estimated Area.	Situation of Land.	County.	Term of Lease.		Annual Rent.	Balance of Rent now called for.	Value of Crown Improvements.
							From	To			
1912-8455	2557	372	Charles O'Mally, Herbert O'Mally, and Arthur O'Mally.	13,423	On area withdrawn from W.L. lease 768, "Jandra."	Cowper	1913. 26 Feb.	1943. 30 June	£ s. d. 55 18 7.	Nil.	£ s. d. Nil.
8457	2558	374	Athanasius Patrick McMahon.	17,194	On area withdrawn from W.L. lease 743, "Bee-mery."	do ...	23 "	30 "	78 16 2	Nil.	Nil.
8458	2559	375	William James Gregson.	18,641	On area withdrawn from W.L. lease 352, "Glennariff."	do ...	26 "	30 "	40 7 9	Nil.	Nil.
8480	2560	377	Peter Edward Anderson.	12,982	On area withdrawn from W.L. lease 764, "Warraweena."	Gunderbooka.	26 "	30 "	54 1 10	Nil.	Nil.
8461	2561	378	Ebenezer Bourke Davis.	20,480	On area withdrawn from W.L. lease 562, "Fort Bourke."	do ...	26 "	30 "	76 16 0	Nil.	Nil.
8463	2562	380	William Williamson.	10,760	On area withdrawn from W.L. lease 305, "Belalie."	Irrara...	26 "	30 "	26 18 0	Nil.	Nil.
8470	2563	396	Alexander Simpson.	14,328	On resumed area 62, "Maranoa."	do ...	26 "	30 "	20 17 11	Nil.	14 0 0
8469	2564	356	Leo Ridge ...	40,700	On resumed area 2, "Tarella."	Fitzgerald. Yuong-nulgra.	26 "	30 "	16 19 2	Nil.	Nil.
8470	2565	357	Arthur Morphett and Archibald McCallum.	24,500	do ...	do ...	26 "	30 "	18 7 6	Nil.	Nil.
8472	2566	389	Reuben Swift ...	27,400	do ...	do ...	26 "	30 "	22 16 8	Nil.	Nil.
8473	2567	380	James Hancock..	29,200	do ...	Fitzgerald.	26 "	30 "	19 9 4	Nil.	Nil.
8475	2568	392	Charles Scott Spinks.	9,095	On resumed area 229, "Billilla."	Werunda	26 "	30 "	10 4 8	Nil.	35 9 10
8476	2569	393	Horace Frederick Barraclough.	10,240	do ...	do ...	26 "	30 "	10 13 4	Nil.	37 12 10
8477	2570	394	Thomas Robert Behsmann.	10,240	do ...	do ...	26 "	30 "	10 13 4	Nil.	47 14 11
8478	2571	395	Thomas Howard	20,000	do ...	do ...	26 "	30 "	16 13 4	Nil.	10 17 6

[5192]

Western Land Board Office,
Sydney, 26th February, 1913.

REVERSAL OF FORFEITURE OF SPECIAL LEASE UNDER WESTERN LANDS ACTS.

IT is hereby notified, for public information, that the forfeiture of the Special Lease granted for the Block hereunder shown for non-compliance with the condition of residence attached to such lease, as notified in the Government Gazette of 11th December, 1912, has been reversed.

J. L. TREFLÉ,
Minister for Lands.

No. of Papers.	Name of Lessee.	No. of Portion.	Situation of Land.	Annual Rent.	Term of Lease.		Area.
					From	To	
W.L.B. 1913-848	Fritsch, Charles ...	3588	Suburbs of Willyama	£ s. d. 0 5 0	1 Sept., 1910	30 June, 1943	a. r. p. 0 1 0

Rent in the Western Division

General

Purposes of Western Lands leases granted under the repealed Western Lands Act 1901 or new perpetual Western Lands Leases granted under the Crown Land Management Act 2016 are categorised into urban and rural types.

For urban leases (such as residences, business or motels), the rent is based on land value rather than capital value.

Rent is a fixed percentage of land value; 3% and 6% respectively for urban general and urban business.

For rural types (such as leases for grazing, agriculture, horticulture or cultivation and grazing), rent is devised using a formula (involving up to five components) that reflects the land area, the environmental impact and the profitability of different land uses. It is calculated on a landholding basis (which may be comprised of several leases) rather than on individual leases.

If a landholder has a property that includes grazing, cultivation, intensive agriculture and rehabilitation, his or her rent will be calculating using the formula:

$$\text{Rent} = (\text{base rent} + \text{cultivation} + \text{intensive agriculture} - \text{rehabilitation}) \times \text{index}$$

Base rent

The base rent will be calculated on the total land area of the holding, which may be comprised of several leases, provided that they are a single property unit run under a common family or business name. The leases do not need to adjoin each other.

The base rent will involve a sliding scale where rent per hectare will decrease as the size of the holding increases. This recognises that on larger holdings, productivity per hectare is generally lower. The scale is set by regulations under the Crown Land Management Act 2016.

Cultivation

The number of hectares approved for cultivation will be charged at the cultivation rate per hectare and added to the basic charge.

Intensive agriculture

The number of hectares used for intensive agriculture, such as irrigation will be charged at the intensive agriculture rate per hectare and added to the basic charge.

The unit charges on cultivation and intensive agriculture represent premiums for land uses that impose greater 'wear and tear' on the environment, including the impacts on soil, vegetation, biodiversity and salinity.

Rehabilitation rebate

The number of hectares set aside for managed rehabilitation will be calculated at the cultivation rate per hectare and DEDUCTED from the basic charge.

The rehabilitation rebate applies where a portion of a landholding is specifically managed to achieve a positive environmental outcome.

Annual adjustment

The total annual rent will be adjusted each year by Consumer Price Index.

Note the annual rent cannot be less than the statutory minimum rental which is prescribed in the regulations.

Rent is payable for a year in advance and is due and payable on the 1 July of the financial year for which the rent is payable.

Further information

T: 1300 886 235

E: enquires@crowland.nsw.gov.au

W: www.industry.nsw.gov.au/lands

© State of New South Wales through Department of Industry 2018. The information contained in this publication is based on knowledge and understanding at the time of writing (May 2018). However, because of advances in knowledge, users are reminded of the need to ensure that the information upon which they rely is up to date and to check the currency of the information with the appropriate officer of the Department of Industry or the user's independent adviser.

Consent to transfer a Western lands holding application

Use this form to transfer, convey, assign or otherwise deal with a lease under section 16, Schedule 3 of the *Crown Lands Management Act 2016*.

Fee

\$308.00 - For further information please refer to the NSW Department of Planning, Industry & Environment—Crown Lands website.

Contact us

For more information, please contact us at:

NSW Department of Planning, Industry & Environment—Crown Lands
PO Box 2155
DANGAR NSW 2309

Phone: 1300 886 235

Fax: 02 4925 3517

Email: western.region@crowmland.nsw.gov.au

Web: industry.nsw.gov.au/lands

Privacy statement

The personal information you provide on this form is subject to the Privacy & Personal Information Protection Act 1989. It is being collected by NSW Department of Industry and will be used for purposes related to this application. NSW Department of Planning, Industry & Environment will not disclose your personal information to anybody else unless authorised by law. The provision of this information is voluntary or required to be supplied. If you choose not to provide the requested information we may not be able to process this application. You have the right to request access to, and correct details of, your personal information held by the department. Further information regarding privacy can be obtained from the NSW Department of Planning, Industry & Environment website at www.industry.nsw.gov.au/legal/privacy

Transferor details

I / we (full name/s or registered proprietor/s)	
of (address)	
Contact telephone	
Email address	
Apply for consent of the minister to	insert transfer, transmit etc.
the land specified in the first schedule, hereunder, to:	(Full name/s of proposes transferee/s)
of	(insert address of proposed transferee/s)

First schedule

Western Lands lease no/s. and computer folio no/s.	County	Area

Applicant/s solicitor	
Address	

Second Schedule—to be complete by the transferor/s

All questions must be answered when transferring rural leases.

What is the rainfall and seasonal conditions for the last 12 months lease/s being transferred

Property Seasonal Conditions:	Good <input type="checkbox"/>	Fair <input type="checkbox"/>	Poor <input type="checkbox"/>
District Seasonal Conditions:	Good <input type="checkbox"/>	Fair <input type="checkbox"/>	Poor <input type="checkbox"/>
Rainfall measurements	Last 12 months	Average annual rainfall	

Comments:

What livestock (numbers from station count) has been run on the property in the last 12 month period?

Sheep (please specify what breed)		Cattle	
Ewes + % Lambs		Cows + % Calves	
Wethers		Heifers	
Weaners		Steers	
Rams		Bulls	
Total		Total	
Other Livestock		Type	

What is the amount of the consideration money agreed upon?

What other rural lands do you hold?

Tenure	County	Area

Are all the boundary fences in a stock proof condition?

If not please advise what percentage is in a stock proof condition and provide comments regarding what work needs to be done.

Stock Proof	25 % <input type="checkbox"/>	50 % <input type="checkbox"/>	75 % <input type="checkbox"/>	100 % <input type="checkbox"/>	Other =
Year of last repairs					
Comments					

1. Are you aware of any outstanding debt to the Crown for the lease/s?

Please note that a lease cannot be transferred to another holder until all debt is paid in full.

2. What is your estimation of the fair average carrying capacity of the lands being retained?

Declaration by transferor/s

I/We do solemnly and sincerely declare that:

1. the answers to the questions in the Second Schedule are true
2. a certified copy of the contract or agreement for sale is enclosed
3. the proposed transferee/s has completed the declaration on the separate Part 2 of this form
4. no consideration other than that stated above has passed or will pass between the transferee/s and myself/ourselves in relation to this transaction.

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

Declared at (place):	
Date:	
Signed:	

In the presence of an authorised witness, who states:

I (name of authorised witness)	
a (qualification of authorised witness)	

Certify the following matters concerning the making of this statutory declaration by the person/s who made it (*please cross out any text that does not apply):

1. * I saw the face of the person **OR** I did not see the face of the person because the person was wearing a face covering—but I am satisfied that the person had a special justification for not removing the covering; and
2. * I have known the person for at least 12 months **OR** I have not known the person for at least 12 months—but I have confirmed the person's identity using an identification document and the document I relied on was:

Describe identification document relied on:	
Signature of authorised witness:	
Date:	

Full name/s of transferee(s)	
Address	
Telephone	
Email address	

Third Schedule—to be complete by the transferee

Lands held by me / us excluding lands being transferred. If no lands are held write NIL.

Tenure	County	Area	By whom held

Fourth Schedule—to be complete by the transferee

Questions 1 to 4 must be answered in every application.

All questions must be answered when transferring rural leases. Incomplete applications will be returned unprocessed.

1. What is your occupation?

2. What is the amount of the consideration money agreed upon?

3. What use do you intend to make of the holding? Please attach details.

4. Do you intend to reside on the holding? If no, provide details.

5. Do you intend to work the holding personally? If not, what other arrangements do you intend to make regarding day-to-day management?

6. Have you fully inspected the holding? Are you aware of the conditions attached to the lease/s?

7. What has been your experience in grazing or other rural pursuits? State where you have gained your experience. ('Life-long' or 'sufficient' is not an acceptable answer to this question).

8. What is your estimation of the fair average carrying capacity of the lease(s) in question?

9. If the proposed transferee is a proprietary company has the information required as per Annexure 'A' been attached?

10. What property name do you intend to call the lease/s

Declaration by proposed transferee/s

I / we do solemnly and sincerely declare that:

- I am/we are the proposed transferee/s of the land shown in the first schedule of part 1 of this application
- the third schedule contains a true statement of all lands held by me/us
- the answers to the questions in the fourth schedule are true.

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

Declared at (place)	
Signed	
Date	

In the presence of an authorised witness, who states:

I (name of authorised witness)	
a (qualification of authorised witness)	

certify the following matters concerning the making of this statutory declaration by the person/s who made it (*please cross out any text that does not apply):

1. * I saw the face of the person **OR** I did not see the face of the person because the person was wearing a face covering—but I am satisfied that the person had a special justification for not removing the covering
2. * I have known the person for at least 12 months **OR** I have not known the person for at least 12 months—but I have confirmed the person’s identity using an identification document and the document I relied on was:

Describe identification document relied on	
Signature of authorised witness	
Date	

Lodgement

Mail to: NSW Department of Planning, Industry & Environment—Crown Lands, PO Box 2155, DANGAR NSW 2309

Include fee payment - Cheque or Money Order payable to the Department of Planning, Industry & Environment - Crown Lands

Office use only – Refer to the Receipting and Referrals Codes Document					
BCD <input type="checkbox"/>	BCN <input type="checkbox"/>	DO <input type="checkbox"/>	Referral Code	Account Number	
Fee Paid		Receipt Number		TRIM	
Date					

Annexure 'A'

Company ownership of Western Lands Lease

The minister administering the *Crown Land Management Act 2016* is prepared to consider an application for consent to transfer restricted Western lands leases in the Western Region to a company provided that the following information is forwarded.

- the name, address and contact number (business and after hours) for the public officer of the company. Public officer being a natural person who is able to respond speedily to any land husbandry requirements of the department
- a current company search.

This is required in addition to the information provided in this application.

Please note that when the purchaser is a registered company the application form must be signed by any of the following:

- a. two directors of the company
- b. a director and a company secretary of the company
- c. for a proprietary company that has a sole director who is also the sole company secretary—that director.

The ANNUAL RENT for the period 1 July 2022 to 30 June 2023 for a Western Lands property is the sum of:

**BASE RENT
plus CULTIVATION CHARGE
plus INTENSIVE AGRICULTURE CHARGE
less any REHABILITATION REBATE,**

the total amount then being multiplied by a Scaling Factor which for 2022/23 is 1.21 (the Scaling Factor is determined each year and is based on CPI adjustments).

Note that the Annual Rent is subject to a statutory minimum (currently \$526.00 @ 27/1/2022).

BASE RENT is calculated as follows:

Total Area	Base Rent on this Area
0 to 1,000 hectares	30 cents for each hectare
1,001 to 5,000 hectares	\$300 plus 5 cents for each hectare over 1,000 hectares
5,001 to 10,000 hectares	\$500 plus 3 cents for each hectare over 5,000 hectares
10,001 to 20,000 hectares	\$650 plus 1.5 cents for each hectare over 10,000 hectares
20,001 to 30,000 hectares	\$800 plus 0.8 cents for each hectare over 20,000 hectares
30,001 to 50,000 hectares	\$880 plus 0.3 cents for each hectare over 30,000 hectares
Over 50,000 hectares	\$940 plus 0.1 cents for each hectare over 50,000 hectares

CULTIVATION CHARGE is calculated as follows:

Time Limited Cultivation Area	30 cents for each hectare
Indefinite Cultivation Area	40 cents for each hectare

CULTIVATION REBATE (Pasture Improvement/Lake Bed Cropping/Receding Floodwaters)

INTENSIVE AGRICULTURE CHARGE is calculated at the rate of \$2.30 per hectare.

REHABILITATION REBATE is calculated as follows:

Temporary Rehabilitation Area	30 cents for each hectare
Permanent Rehabilitation Area	40 cents for each hectare

Base rent: Property area _____ calculated at _____ ha @ base rent
of _____ plus _____ ha @ _____ cents = _____ x 1.21 scaling factor = _____

Time Limited Cultivation Charge: _____ ha @ 30cents x 1.21 scaling factor = _____

Indefinite Cultivation Charge: _____ ha @ 40cents x 1.21 scaling factor = _____

Intensive Agriculture Charge: _____ ha @ \$2.30 x 1.21 scaling factor = _____

LESS

Cultivation rebate: _____ ha @ _____ cents x 1.21 scaling factor = _____

Perm Rehabilitation rebate: _____ ha @ _____ cents x 1.21 scaling factor = _____

Temp Rehabilitation rebate: _____ ha @ _____ cents x 1.21 scaling factor = _____

Total = _____

Less 75% waiver; Total \$ _____ less 75%\$ _____ AMOUNT PAYABLE = _____

PLANNING CERTIFICATE
PURSUANT TO SECTION 10.7
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

Applicant Name:	InfoTrack	Certificate No.:	2022/147
Postal Address:	GPO Box 4029	Fees:	\$53
	Sydney NSW 2001	Receipt No.:	179324
Reference:	22412	Date Received:	26/10/2022

DESCRIPTION OF LAND

ADDRESS:	10049 Mitchell Highway Coolabah NSW 2831
PROPERTY DESCRIPTION:	Lot 2 DP 751884
COUNCIL ASSESSMENT NO.:	1018192 (Parcel ID: 10621)

OWNER:	Glynn Patrick PAUL and Janice Mae PAUL
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PART A: INFORMATION PROVIDED UNDER SECTION 10.7(2) OF THE ACT

1	Names of relevant planning instruments and DCPs	
(a)	The name of each environmental planning instrument that applies to the carrying out of development on the land.	<ul style="list-style-type: none">• Bogan Local Environmental Plan 2011• SEPPs – refer Attachment “A”
(b)	The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).	<ul style="list-style-type: none">• N/A
(c)	The name of each development control plan that applies to the carrying out of development on the land.	<ul style="list-style-type: none">• Bogan Shire Council Development Control Plan 2012.

2	Zoning and land use under relevant LEPs	
	For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described):	
(a)	the identity of the zone, whether by reference to a name (such as “Residential Zone” or “Heritage Area”) or by reference to a number (such as “Zone R1”)	<u>Bogan LEP 2011:</u> The land is zoned RU1 Primary Production Zone .
(b)	the purposes for which the instrument provides that development may be carried out within the zone without the need for development consent	<u>Bogan LEP 2011:</u> Refer Attachment “B”.
(c)	the purposes for which the instrument provides that development may not be carried out within the zone except with development consent	<u>Bogan LEP 2011:</u> Refer Attachment “B”.
(d)	the purposes for which the instrument provides that development is prohibited within the zone	<u>Bogan LEP 2011:</u> Refer Attachment “B”.
(e)	whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed	<u>Bogan LEP 2011:</u> Clause 4.2 B
(f)	whether the land includes or comprises critical habitat	No
(g)	whether the land is in a conservation area (however described)	No
(h)	whether an item of environmental heritage (however described) is situated on the land	No
2A	Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006	
	To the extent that the land is within any zone (however described) under: (a) Part 3 of the <i>State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (the 2006 SEPP)</i> , or (b) a Precinct Plan (within the meaning of the 2006 SEPP), or (c) a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act, the particulars referred to in clause 2 (a)–(h) in relation to that land (with a reference to “the instrument” in any of those paragraphs being read as a reference to Part 3 of the 2006 SEPP, or the Precinct Plan or proposed Precinct Plan, as the case requires).	N/A

3	Complying development	
	<p>1) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.</p> <p>(2) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.</p> <p>(3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.</p>	YES
4	Coast Protection	
	Whether or not the land is affected by the operation of section 38 or 39 of the <i>Coastal Protection Act 1979</i> , but only to the extent that the council has been so notified by the Department of Services, Technology and Administration.	N/A
4A	Certain information relating to beaches and coasts	
	(1) In relation to a coastal council— whether an order has been made under Part 4D of the <i>Coastal Protection Act 1979</i> in relation to emergency coastal protection works (within the meaning of that Act) on the land (or on public land adjacent to that land), except where the council is satisfied that such an order has been fully complied with.	N/A
	(2) In relation to a coastal council: (a) whether the council has been notified under section 55X of the <i>Coastal Protection Act 1979</i> that emergency coastal protection works (within the meaning of that Act) have been placed on the land (or on public land adjacent to that land), and	N/A

	(b) if works have been so placed—whether the council is satisfied that the works have been removed and the land restored in accordance with that Act.	N/A
	(3) In relation to a coastal council—such information (if any) as is required by the regulations under section 56B of the <i>Coastal Protection Act 1979</i> to be included in the planning certificate and of which the council has been notified pursuant to those regulations.	N/A
4B	Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works	
	In relation to a coastal council—whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the <i>Local Government Act 1993</i> for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).	N/A
5	Mine subsidence	
	Whether or not the land is proclaimed to be a mine subsidence district within the meaning of section 15 of the <i>Mine Subsidence Compensation Act 1961</i> .	No
6	Road widening and road realignment	
	Whether or not the land is affected by any road widening or road realignment under: (a) Division 2 of Part 3 of the <i>Roads Act 1993</i> , or (b) any environmental planning instrument, or (c) any resolution of the council.	No
7	Council and other public authority policies on hazard risk restrictions	
	Whether or not the land is affected by a policy: (a) adopted by the council, or (b) adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council, that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).	No

7A	Flood related development controls information	
	(1) Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls.	No data held by Council
	(2) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.	No data held by Council
8	Land reserved for acquisition	
	Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.	No
9	Contributions plans	
	The name of each contributions plan applying to the land.	Bogan Shire Section 7.12 Fixed Levy Development Contributions Plan 2021
9A	Biodiversity certified land	
	If the land is biodiversity certified land (within the meaning of Part 7AA of the <i>Threatened Species Conservation Act 1995</i>), a statement to that effect.	The land is not land that is biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016, a statement to that effect.
10	Biodiversity stewardship sites	
	If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage).	The land is not subject to a biodiversity stewardship under under Part 5 of the Biodiversity Conservation Act 2016, and the council has not been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage.
10A	Native vegetation clearing set asides	
	If the land contains a set aside area under section 60ZC of the Local Land Services Act 2013, a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section).	The land does not contain a set aside area under section 60ZC of the Local Land Services Act 2013, and council has not been notified of the existence of the set aside area by Local Land Services or that it is registered in the public register under that section).
11	Bush fire prone land	
	If any of the land is bush fire prone land (as defined in the Act), a statement that all or, as the case may be, some of the land is bush fire prone land. If none of the land is bush fire prone land, a statement to that effect.	The land is bushfire prone.

12	Property vegetation plans	
	If the land is land to which a property vegetation plan under the <i>Native Vegetation Act 2003</i> applies, a statement to that effect (but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act).	The land is subject to a Property Vegetation Plan under the <i>Native Vegetation Act 2003</i> applies, and the council has been notified of the existence of the plan by the person or body that approved the plan under that Act
13	Orders under <i>Trees (Disputes Between Neighbours) Act 2006</i>	
	Whether an order has been made under the <i>Trees (Disputes Between Neighbours) Act 2006</i> to carry out work in relation to a tree on the land (but only if the council has been notified of the order).	No
14	Directions under Division 3.1	
	If there is a direction by the Minister in force under section 3.1 of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect, a statement to that effect identifying the provision that does not have effect.	N/A
15	Site compatibility certificates and conditions for seniors housing	
	If the land is land to which <i>State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004</i> applies: (a) a statement of whether there is a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include: (i) the period for which the certificate is current, and (ii) that a copy may be obtained from the head office of the Department of Planning, and (b) a statement setting out any terms of a kind referred to in clause 18 (2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.	The land is land to which <i>State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004</i> applies. There is a no current site compatibility certificate (seniors housing), of which the council is aware

16	Site compatibility certificates for infrastructure, schools or TAFE establishments	
	<p>A statement of whether there is a valid site compatibility certificate (infrastructure), or site compatibility certificate (schools or TAFE establishments), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:</p> <p>(a) the period for which the certificate is valid, and</p> <p>(b) that a copy may be obtained from the head office of the Department.</p>	<p>There is not a valid site compatibility certificate (infrastructure) or site compatibility certificate (schools or TAFE establishments), of which Council is aware.</p>
17	Site compatibility certificates and conditions for affordable rental housing	
	<p>(1) A statement of whether there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:</p> <p>(a) the period for which the certificate is current, and</p> <p>(b) that a copy may be obtained from the head office of the Department of Planning.</p> <p>(2) A statement setting out any terms of a kind referred to in clause 17(1) or 38(1) of <i>State Environmental Planning Policy (Affordable Rental Housing) 2009</i> that have been imposed as a condition of consent to a development application in respect of the land.</p>	<p>There is not a valid site compatibility certificate (affordable rental housing) of which Council is aware.</p>
18	Paper subdivision information	
	<p>(1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.</p> <p>(2) The date of any subdivision order that applies to the land.</p> <p>(3) Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.</p>	<p>N/A</p>
19	Site verification certificates	
	<p>A statement of whether there is a current site verification certificate, of which the council is aware, in respect of the land and, if there is a certificate, the statement is to include:</p> <p>a) the matter certified by the certificate, and</p> <p>b) on which the certificate ceases to be current (if any), and</p> <p>c) that a copy may be obtained from the head office of the Department.</p>	<p>There is not a current site verification certificate, of which the council is aware, in respect of the land</p>

20	Loose-fill asbestos insulation	
	If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the <i>Home Building Act 1989</i>) that are listed on the register that is required to be maintained under that Division, a statement to that effect.	N/A
21	Affected building notices and building product rectification orders	
	(1) A statement of whether there is any affected building notice of which the council is aware that is in force in respect of the land. (2) A statement of: (a) whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and (b) whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding. (3) In this clause: affected building notice has the same meaning as in Part 4 of the Building Products (Safety) Act 2017. building product rectification order has the same meaning as in the Building Products (Safety) Act 2017.	There is not a building notice or building product rectification order of which the Council is aware, in respect of the land
22	Contamination	
	The following matters are prescribed by section 59(2) of the <i>Contaminated Land Management Act 1997</i> as additional matters to be specified in a planning certificate	
	(a) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act— if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued.	No
	(b) that the land to which the certificate relates is subject to a management order within the meaning of that Act— if it is subject to such an order at the date when the certificate is issued.	No
	(c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act—if it is the subject of such an approved proposal at the date when the certificate is issued.	No
	(d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued.	No

	(e) that the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act—if a copy of such a statement has been provided at any time to the local authority issuing the certificate.	No
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Date of Issue: 31/10/2022

Jackson Williams-Hedges
Health and Building Surveyor

ATTACHMENT "A"

Table 1 - State Environmental Planning Policies applicable within the Shire of Bogan		
SEPP No.	Name	Description
21	Caravan Parks	Ensures that where caravan parks or camping grounds are permitted under an environmental planning instrument, movable dwellings, as defined in the Local Government Act 1993, are also permitted. The specific kinds of movable dwellings allowed under the Local Government Act in caravan parks and camping grounds are subject to the provisions of the Caravan Parks Regulation. The policy ensures that development consent is required for new caravan parks and camping grounds and for additional long-term sites in existing caravan parks. It also enables, with the council's consent, long-term sites in caravan parks to be subdivided by leases of up to 20 years.
33	Hazardous and Offensive Development	The policy aims to provide clear and uniform definitions of offensive and hazardous industry and to ensure rigorous and comprehensive assessment.
36	Manufactured Home Estates	Helps establish well-designed and properly serviced manufactured home estates (MHEs) in suitable locations. Affordability and security of tenure for residents are important aspects. The policy applies to Gosford, Wyong and all local government areas outside the Sydney Region. To enable the immediate development of estates, the policy allows MHEs to be located on certain land where caravan parks are permitted. There are however, criteria that a proposal must satisfy before the local council can approved development. The policy also permits, with consent, the subdivision of estates either by community title or by leases of up to 20 years. A section 117 direction issued in conjunction with the policy guides councils in preparing local environmental plans for MHEs, enabling them to be excluded from the policy.
50	Canal Estate Development	Bans new canal estates from the date of gazettal, to ensure coastal and aquatic environments are not affected by these developments
52	Farm Dams and other works in Land Management Plan Areas	This policy aims to regulate the development of artificial waterbodies (other than minor works) including enabling the carrying out of certain works without development consent, including routine and emergency maintenance of irrigation channels and development of small waterbodies in restricted locations.
55	Remediation of Land	Introduces state-wide planning controls for the remediation of contaminated land. The policy states that land must not be developed if it is unsuitable for a proposed use because it is contaminated. If the land is unsuitable, remediation must take place before the land is developed. The policy makes remediation permissible across the State, defines when consent is required, requires all remediation to comply with standards, ensures land is investigated if contamination is suspected, and requires councils to be notified of all remediation proposals.
64	Advertising and Signage	Aims to improve the amenity of urban and natural settings by managing the impact of outdoor advertising. The policy responds to growing concerns from the community, the advertising industry and local government that existing controls and guidelines were not effective. Also to permit advertisements on road and railway corridors, and to provide appropriate design and safety controls for advertisements on road and railway corridors
65	Design Quality of Residential Apartment Development	This Policy aims to improve the design quality of residential apartment development in New South Wales. This Policy recognises that the design quality of residential apartment development is of significance for environmental planning for the State due to the economic, environmental, cultural and social benefits of high quality design.
	SEPP (Affordable Rental Housing) 2009	Establishes a consistent planning regime for the provision of affordable rental housing. The policy provides incentives for new affordable rental housing, facilitates the retention of existing affordable rentals, and expands the role of not-for-profit providers. It also aims to support local centres by providing housing for workers close to places of work, and facilitate development of housing for the homeless and other disadvantaged people.
	SEPP (Building Sustainability Index: BASIX) 2004	Aims to encourage sustainable residential development. SEPP relates to certain kinds of residential development which must be accompanied by a list of commitments by the applicant as to the manner in which development must be carried out and the resultant consent will be subject to a condition requiring such commitments to be fulfilled.

Table 1 - State Environmental Planning Policies applicable within the Shire of Bogan

	SEPP (Educational Establishments and Child Care Facilities) 2017	The aim of this Policy is to facilitate the effective delivery of educational establishments and early education and care facilities across the State by improving regulatory certainty and efficiency through a consistent planning regime for educational establishments and early education and care facilities, simplifying and standardising planning approval pathways for educational establishments and early education and care facilities (including identifying certain development of minimal environmental impact as exempt development), establishing consistent State-wide assessment requirements and design considerations for educational establishments and early education and care facilities to improve the quality of infrastructure delivered and to minimise impacts on surrounding areas, allowing for the efficient development, redevelopment or use of surplus government-owned land (including providing for consultation with communities regarding educational establishments in their local area), providing for consultation with relevant public authorities about certain development during the assessment process or prior to development commencing, aligning the NSW planning framework with the National Quality Framework that regulates early education and care services, ensuring that proponents of new developments or modified premises meet the applicable requirements of the National Quality Framework for early education and care services, and of the corresponding regime for State regulated education and care services, as part of the planning approval and development process, and encouraging proponents of new developments or modified premises and consent authorities to facilitate the joint and shared use of the facilities of educational establishments with the community through appropriate design.
	SEPP (Exempt and Complying Development Codes) 2008	Streamlines assessment processes for development that complies with specified development standards. The policy provides exempt and complying development codes that have State-wide application, identifying, in the General Exempt Development Code, types of development that are of minimal environmental impact that may be carried out without the need for development consent; and, in the General Housing Code, types of complying development that may be carried out in accordance with a complying development certificate as defined in the <i>Environmental Planning and Assessment Act 1979</i> .
	SEPP (Housing for Seniors or People with a Disability) 2004	Encourage the development of high quality accommodation for our ageing population and for people who have disabilities - housing that is in keeping with the local neighbourhood. Note the name of this policy was changed from SEPP (Seniors Living) 2004 to SEPP (Housing for Seniors or People with a Disability) 2004 effective 12.10.07
	SEPP (Infrastructure) 2007	Provides a consistent planning regime for infrastructure and the provision of services across NSW, along with providing for consultation with relevant public authorities during the assessment process. The SEPP supports greater flexibility in the location of infrastructure and service facilities along with improved regulatory certainty and efficiency. More details about the SEPP, including a guide, are available here.
	SEPP (State and Regional Development) 2011	Defines certain developments that are major projects to be assessed under Part 3A of the Environmental Planning and Assessment Act 1979 and determined by the Minister for Planning. It also provides planning provisions for State significant sites. In addition, the SEPP identifies the council consent authority functions that may be carried out by joint regional planning panels (JRPPs) and classes of regional development to be determined by JRPPs. Note: This SEPP was formerly known as State Environmental Planning Policy (Major Projects) 2005.
	SEPP (Mining, Petroleum Production and Extractive Industries) 2007	Aims to provide for the proper management and development of mineral, petroleum and extractive material resources for the purpose of promoting the social and economic welfare of the State, to facilitate the orderly and economic use and development of land containing mineral, petroleum and extractive material resources, and to establish appropriate planning controls to encourage ecologically sustainable development through the environmental assessment, and sustainable management, of development of mineral, petroleum and extractive material resources.
	SEPP (Primary Production and Rural Development) 2019	Aims to facilitate the orderly use and development of lands for primary production and balancing primary production, residential development and the protection of native vegetation, biodiversity and water resources.
	SEPP (Concurrences and Consents) 2018	Refer to information available from NSW Planning - Legislation
	SEPP (State and Regional Development) 2011	Defines certain developments that are major projects to be assessed under Part 3A of the Environmental Planning and Assessment Act 1979 and determined by the Minister for Planning. It also provides planning provisions for State significant sites. In addition, the SEPP identifies the council consent authority functions that may be carried out by joint regional planning panels (JRPPs) and classes of regional development to be determined by JRPPs. Note: This SEPP was formerly known as State Environmental Planning Policy (Major Projects) 2005.
	SEPP (Miscellaneous Consent Provisions) 2007	Provides for the erection of temporary structures and the use of places of public entertainment while protecting public safety and local amenity. Note the name of this policy was changed from SEPP (Temporary Structures) 2007 to SEPP (Miscellaneous Consent Provisions) 2007 effective 22.2.2014.

Attachment “B”

BOGAN LOCAL ENVIRONMENTAL PLAN 2011

RU1 Primary Production Zone

- (2) **the purposes for which the instrument provides that development may be carried out within the zone without the need for development consent.**

Environmental protection works; Extensive agriculture; Forestry; Home-based child care; Home occupations; Roads

- (3) **the purposes for which the instrument provides that development may not be carried out within the zone except with development consent.**

Air transport facilities; Airstrips; Animal boarding or training establishments; Aquaculture; Bed and breakfast accommodation; Boat launching ramps; Boat sheds; Building identification signs; Business identification signs; Camping grounds; Cellar door premises; Cemeteries; Community facilities; Correctional centres; Depots; Dwelling houses; Eco-tourist facilities; Environmental facilities; Extractive industries; Farm buildings; Farm stay accommodation; Freight transport facilities; Hazardous industry; Hazardous storage establishments; Helipads; Home businesses; Home industries; Home occupations (sex services); Industrial training facilities; Information and education facilities; Intensive livestock agriculture; Intensive plant agriculture; Jetties; Moorings; Mooring pens; Offensive industry; Open cut Mining; Recreation areas; Recreation facilities (major); Recreation facilities (outdoor); Roadside stalls; Rural industries; Rural worker's dwellings; Veterinary hospitals; Water recreation structures; Water supply systems

- (4) **the purposes for which the instrument provides that development is prohibited within the zone.**

Any development not specified in Item 2 or 3



Request Number: 14946

14 December 2011

The General Manager
Bogan Shire Council
PO Box 221
Nyngan 2825

BOGAN SHIRE COUNCIL		
FILE	15 DEC 2011	R/N
ASSIGNEE		

Attention: The General Manager

Property Vegetation Plan under the Native Vegetation Act 2003

The Western Catchment Management Authority has granted Property Vegetation Plan 23PVP00212 to the following registered owners

JANICE MAE PAUL, GLYNN PATRICK PAUL,

of the following property

**Bahloo Station
COOLABAH NSW 2831**

described as

Lot	DP	LGA
6076	768926	BOGAN
3402	765690	BOGAN
2	751884	BOGAN
578	761641	BOGAN

The Property Vegetation Plan was approved on 9 November 2011 and the lapse date for the clearing provisions of the PVP is 9 November 2026.

The existence of this Property Vegetation Plan must be included on planning certificates issued under section 149 (2) of the *Environmental Planning and Assessment Act 1979*.

For any enquiries about this application please contact Kate Nicolson on telephone (02) 6841 2754 or e-mail on kate.nicolson@cma.nsw.gov.au

Yours sincerely

Kate Nicolson

PLANNING CERTIFICATE
PURSUANT TO SECTION 10.7
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

Applicant Name:	InfoTrack	Certificate No.:	2022/148
Postal Address:	GPO Box 4029	Fees:	\$53
	Sydney NSW 2001	Receipt No.:	179324
Reference:	22412	Date Received:	26/10/2022

DESCRIPTION OF LAND

ADDRESS:	10049 Mitchell Highway Coolabah NSW 2831
PROPERTY DESCRIPTION:	Lot 578 DP 761641
COUNCIL ASSESSMENT NO.:	1018192 (Parcel ID: 11308)

OWNER:	Glynn Patrick PAUL and Janice Mae PAUL
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PART A: INFORMATION PROVIDED UNDER SECTION 10.7(2) OF THE ACT

1	Names of relevant planning instruments and DCPs
(a)	The name of each environmental planning instrument that applies to the carrying out of development on the land. <ul style="list-style-type: none"> • Bogan Local Environmental Plan 2011 • SEPPs – refer Attachment “A”
(b)	The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved). <ul style="list-style-type: none"> • N/A
(c)	The name of each development control plan that applies to the carrying out of development on the land. <ul style="list-style-type: none"> • Bogan Shire Council Development Control Plan 2012.

2	Zoning and land use under relevant LEPs	
	For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described):	
(a)	the identity of the zone, whether by reference to a name (such as “Residential Zone” or “Heritage Area”) or by reference to a number (such as “Zone R1”)	<u>Bogan LEP 2011:</u> The land is zoned RU1 Primary Production Zone .
(b)	the purposes for which the instrument provides that development may be carried out within the zone without the need for development consent	<u>Bogan LEP 2011:</u> Refer Attachment “B”.
(c)	the purposes for which the instrument provides that development may not be carried out within the zone except with development consent	<u>Bogan LEP 2011:</u> Refer Attachment “B”.
(d)	the purposes for which the instrument provides that development is prohibited within the zone	<u>Bogan LEP 2011:</u> Refer Attachment “B”.
(e)	whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed	<u>Bogan LEP 2011:</u> Clause 4.2 B
(f)	whether the land includes or comprises critical habitat	No
(g)	whether the land is in a conservation area (however described)	No
(h)	whether an item of environmental heritage (however described) is situated on the land	No
2A	Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006	
	To the extent that the land is within any zone (however described) under: (a) Part 3 of the <i>State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (the 2006 SEPP)</i> , or (b) a Precinct Plan (within the meaning of the 2006 SEPP), or (c) a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act, the particulars referred to in clause 2 (a)–(h) in relation to that land (with a reference to “the instrument” in any of those paragraphs being read as a reference to Part 3 of the 2006 SEPP, or the Precinct Plan or proposed Precinct Plan, as the case requires).	N/A

3	Complying development	
	<p>1) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.</p> <p>(2) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.</p> <p>(3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.</p>	YES
4	Coast Protection	
	Whether or not the land is affected by the operation of section 38 or 39 of the <i>Coastal Protection Act 1979</i> , but only to the extent that the council has been so notified by the Department of Services, Technology and Administration.	N/A
4A	Certain information relating to beaches and coasts	
	(1) In relation to a coastal council— whether an order has been made under Part 4D of the <i>Coastal Protection Act 1979</i> in relation to emergency coastal protection works (within the meaning of that Act) on the land (or on public land adjacent to that land), except where the council is satisfied that such an order has been fully complied with.	N/A
	(2) In relation to a coastal council: (a) whether the council has been notified under section 55X of the <i>Coastal Protection Act 1979</i> that emergency coastal protection works (within the meaning of that Act) have been placed on the land (or on public land adjacent to that land), and	N/A

	(b) if works have been so placed—whether the council is satisfied that the works have been removed and the land restored in accordance with that Act.	N/A
	(3) In relation to a coastal council—such information (if any) as is required by the regulations under section 56B of the <i>Coastal Protection Act 1979</i> to be included in the planning certificate and of which the council has been notified pursuant to those regulations.	N/A
4B	Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works	
	In relation to a coastal council—whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the <i>Local Government Act 1993</i> for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).	N/A
5	Mine subsidence	
	Whether or not the land is proclaimed to be a mine subsidence district within the meaning of section 15 of the <i>Mine Subsidence Compensation Act 1961</i> .	No
6	Road widening and road realignment	
	Whether or not the land is affected by any road widening or road realignment under: (a) Division 2 of Part 3 of the <i>Roads Act 1993</i> , or (b) any environmental planning instrument, or (c) any resolution of the council.	No
7	Council and other public authority policies on hazard risk restrictions	
	Whether or not the land is affected by a policy: (a) adopted by the council, or (b) adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council, that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).	No

7A	Flood related development controls information	
	(1) Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls.	No data held by Council
	(2) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.	No data held by Council
8	Land reserved for acquisition	
	Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.	No
9	Contributions plans	
	The name of each contributions plan applying to the land.	Bogan Shire Section 7.12 Fixed Levy Development Contributions Plan 2021
9A	Biodiversity certified land	
	If the land is biodiversity certified land (within the meaning of Part 7AA of the <i>Threatened Species Conservation Act 1995</i>), a statement to that effect.	The land is not land that is biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016, a statement to that effect.
10	Biodiversity stewardship sites	
	If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage).	The land is not subject to a biodiversity stewardship under under Part 5 of the Biodiversity Conservation Act 2016, and the council has not been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage.
10A	Native vegetation clearing set asides	
	If the land contains a set aside area under section 60ZC of the Local Land Services Act 2013, a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section).	The land does not contain a set aside area under section 60ZC of the Local Land Services Act 2013, and council has not been notified of the existence of the set aside area by Local Land Services or that it is registered in the public register under that section).
11	Bush fire prone land	
	If any of the land is bush fire prone land (as defined in the Act), a statement that all or, as the case may be, some of the land is bush fire prone land. If none of the land is bush fire prone land, a statement to that effect.	The land is bushfire prone.

12	Property vegetation plans	
	If the land is land to which a property vegetation plan under the <i>Native Vegetation Act 2003</i> applies, a statement to that effect (but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act).	The land is subject to a Property Vegetation Plan under the <i>Native Vegetation Act 2003</i> applies, and the council has been notified of the existence of the plan by the person or body that approved the plan under that Act
13	Orders under <i>Trees (Disputes Between Neighbours) Act 2006</i>	
	Whether an order has been made under the <i>Trees (Disputes Between Neighbours) Act 2006</i> to carry out work in relation to a tree on the land (but only if the council has been notified of the order).	No
14	Directions under Division 3.1	
	If there is a direction by the Minister in force under section 3.1 of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect, a statement to that effect identifying the provision that does not have effect.	N/A
15	Site compatibility certificates and conditions for seniors housing	
	If the land is land to which <i>State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004</i> applies: (a) a statement of whether there is a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include: (i) the period for which the certificate is current, and (ii) that a copy may be obtained from the head office of the Department of Planning, and (b) a statement setting out any terms of a kind referred to in clause 18 (2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.	The land is land to which <i>State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004</i> applies. There is a no current site compatibility certificate (seniors housing), of which the council is aware

16	Site compatibility certificates for infrastructure, schools or TAFE establishments	
	<p>A statement of whether there is a valid site compatibility certificate (infrastructure), or site compatibility certificate (schools or TAFE establishments), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:</p> <p>(a) the period for which the certificate is valid, and</p> <p>(b) that a copy may be obtained from the head office of the Department.</p>	<p>There is not a valid site compatibility certificate (infrastructure) or site compatibility certificate (schools or TAFE establishments), of which Council is aware.</p>
17	Site compatibility certificates and conditions for affordable rental housing	
	<p>(1) A statement of whether there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:</p> <p>(a) the period for which the certificate is current, and</p> <p>(b) that a copy may be obtained from the head office of the Department of Planning.</p> <p>(2) A statement setting out any terms of a kind referred to in clause 17(1) or 38(1) of <i>State Environmental Planning Policy (Affordable Rental Housing) 2009</i> that have been imposed as a condition of consent to a development application in respect of the land.</p>	<p>There is not a valid site compatibility certificate (affordable rental housing) of which Council is aware.</p>
18	Paper subdivision information	
	<p>(1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.</p> <p>(2) The date of any subdivision order that applies to the land.</p> <p>(3) Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.</p>	<p>N/A</p>
19	Site verification certificates	
	<p>A statement of whether there is a current site verification certificate, of which the council is aware, in respect of the land and, if there is a certificate, the statement is to include:</p> <p>a) the matter certified by the certificate, and</p> <p>b) on which the certificate ceases to be current (if any), and</p> <p>c) that a copy may be obtained from the head office of the Department.</p>	<p>There is not a current site verification certificate, of which the council is aware, in respect of the land</p>

20	Loose-fill asbestos insulation	
	If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the <i>Home Building Act 1989</i>) that are listed on the register that is required to be maintained under that Division, a statement to that effect.	N/A
21	Affected building notices and building product rectification orders	
	(1) A statement of whether there is any affected building notice of which the council is aware that is in force in respect of the land. (2) A statement of: (a) whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and (b) whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding. (3) In this clause: affected building notice has the same meaning as in Part 4 of the Building Products (Safety) Act 2017. building product rectification order has the same meaning as in the Building Products (Safety) Act 2017.	There is not a building notice or building product rectification order of which the Council is aware, in respect of the land
22	Contamination	
	The following matters are prescribed by section 59(2) of the <i>Contaminated Land Management Act 1997</i> as additional matters to be specified in a planning certificate	
	(a) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act— if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued.	No
	(b) that the land to which the certificate relates is subject to a management order within the meaning of that Act— if it is subject to such an order at the date when the certificate is issued.	No
	(c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act—if it is the subject of such an approved proposal at the date when the certificate is issued.	No
	(d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued.	No

	(e) that the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act—if a copy of such a statement has been provided at any time to the local authority issuing the certificate.	No
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Date of Issue: 27/10/2022

Jackson Williams-Hedges
Health and Building Surveyor

ATTACHMENT “A”

Table 1 - State Environmental Planning Policies applicable within the Shire of Bogan		
SEPP No.	Name	Description
21	Caravan Parks	Ensures that where caravan parks or camping grounds are permitted under an environmental planning instrument, movable dwellings, as defined in the Local Government Act 1993, are also permitted. The specific kinds of movable dwellings allowed under the Local Government Act in caravan parks and camping grounds are subject to the provisions of the Caravan Parks Regulation. The policy ensures that development consent is required for new caravan parks and camping grounds and for additional long-term sites in existing caravan parks. It also enables, with the council's consent, long-term sites in caravan parks to be subdivided by leases of up to 20 years.
33	Hazardous and Offensive Development	The policy aims to provide clear and uniform definitions of offensive and hazardous industry and to ensure rigorous and comprehensive assessment.
36	Manufactured Home Estates	Helps establish well-designed and properly serviced manufactured home estates (MHEs) in suitable locations. Affordability and security of tenure for residents are important aspects. The policy applies to Gosford, Wyong and all local government areas outside the Sydney Region. To enable the immediate development of estates, the policy allows MHEs to be located on certain land where caravan parks are permitted. There are however, criteria that a proposal must satisfy before the local council can approved development. The policy also permits, with consent, the subdivision of estates either by community title or by leases of up to 20 years. A section 117 direction issued in conjunction with the policy guides councils in preparing local environmental plans for MHEs, enabling them to be excluded from the policy.
50	Canal Estate Development	Bans new canal estates from the date of gazettal, to ensure coastal and aquatic environments are not affected by these developments
52	Farm Dams and other works in Land Management Plan Areas	This policy aims to regulate the development of artificial waterbodies (other than minor works) including enabling the carrying out of certain works without development consent, including routine and emergency maintenance of irrigation channels and development of small waterbodies in restricted locations.
55	Remediation of Land	Introduces state-wide planning controls for the remediation of contaminated land. The policy states that land must not be developed if it is unsuitable for a proposed use because it is contaminated. If the land is unsuitable, remediation must take place before the land is developed. The policy makes remediation permissible across the State, defines when consent is required, requires all remediation to comply with standards, ensures land is investigated if contamination is suspected, and requires councils to be notified of all remediation proposals.
64	Advertising and Signage	Aims to improve the amenity of urban and natural settings by managing the impact of outdoor advertising. The policy responds to growing concerns from the community, the advertising industry and local government that existing controls and guidelines were not effective. Also to permit advertisements on road and railway corridors, and to provide appropriate design and safety controls for advertisements on road and railway corridors
65	Design Quality of Residential Apartment Development	This Policy aims to improve the design quality of residential apartment development in New South Wales. This Policy recognises that the design quality of residential apartment development is of significance for environmental planning for the State due to the economic, environmental, cultural and social benefits of high quality design.
	SEPP (Affordable Rental Housing) 2009	Establishes a consistent planning regime for the provision of affordable rental housing. The policy provides incentives for new affordable rental housing, facilitates the retention of existing affordable rentals, and expands the role of not-for-profit providers. It also aims to support local centres by providing housing for workers close to places of work, and facilitate development of housing for the homeless and other disadvantaged people.
	SEPP (Building Sustainability Index: BASIX) 2004	Aims to encourage sustainable residential development. SEPP relates to certain kinds of residential development which must be accompanied by a list of commitments by the applicant as to the manner in which development must be carried out and the resultant consent will be subject to a condition requiring such commitments to be fulfilled.

Table 1 - State Environmental Planning Policies applicable within the Shire of Bogan

	SEPP (Educational Establishments and Child Care Facilities) 2017	The aim of this Policy is to facilitate the effective delivery of educational establishments and early education and care facilities across the State by improving regulatory certainty and efficiency through a consistent planning regime for educational establishments and early education and care facilities, simplifying and standardising planning approval pathways for educational establishments and early education and care facilities (including identifying certain development of minimal environmental impact as exempt development), establishing consistent State-wide assessment requirements and design considerations for educational establishments and early education and care facilities to improve the quality of infrastructure delivered and to minimise impacts on surrounding areas, allowing for the efficient development, redevelopment or use of surplus government-owned land (including providing for consultation with communities regarding educational establishments in their local area), providing for consultation with relevant public authorities about certain development during the assessment process or prior to development commencing, aligning the NSW planning framework with the National Quality Framework that regulates early education and care services, ensuring that proponents of new developments or modified premises meet the applicable requirements of the National Quality Framework for early education and care services, and of the corresponding regime for State regulated education and care services, as part of the planning approval and development process, and encouraging proponents of new developments or modified premises and consent authorities to facilitate the joint and shared use of the facilities of educational establishments with the community through appropriate design.
	SEPP (Exempt and Complying Development Codes) 2008	Streamlines assessment processes for development that complies with specified development standards. The policy provides exempt and complying development codes that have State-wide application, identifying, in the General Exempt Development Code, types of development that are of minimal environmental impact that may be carried out without the need for development consent; and, in the General Housing Code, types of complying development that may be carried out in accordance with a complying development certificate as defined in the <i>Environmental Planning and Assessment Act 1979</i> .
	SEPP (Housing for Seniors or People with a Disability) 2004	Encourage the development of high quality accommodation for our ageing population and for people who have disabilities - housing that is in keeping with the local neighbourhood. Note the name of this policy was changed from SEPP (Seniors Living) 2004 to SEPP (Housing for Seniors or People with a Disability) 2004 effective 12.10.07
	SEPP (Infrastructure) 2007	Provides a consistent planning regime for infrastructure and the provision of services across NSW, along with providing for consultation with relevant public authorities during the assessment process. The SEPP supports greater flexibility in the location of infrastructure and service facilities along with improved regulatory certainty and efficiency. More details about the SEPP, including a guide, are available here.
	SEPP (State and Regional Development) 2011	Defines certain developments that are major projects to be assessed under Part 3A of the Environmental Planning and Assessment Act 1979 and determined by the Minister for Planning. It also provides planning provisions for State significant sites. In addition, the SEPP identifies the council consent authority functions that may be carried out by joint regional planning panels (JRPPs) and classes of regional development to be determined by JRPPs. Note: This SEPP was formerly known as State Environmental Planning Policy (Major Projects) 2005.
	SEPP (Mining, Petroleum Production and Extractive Industries) 2007	Aims to provide for the proper management and development of mineral, petroleum and extractive material resources for the purpose of promoting the social and economic welfare of the State, to facilitate the orderly and economic use and development of land containing mineral, petroleum and extractive material resources, and to establish appropriate planning controls to encourage ecologically sustainable development through the environmental assessment, and sustainable management, of development of mineral, petroleum and extractive material resources.
	SEPP (Primary Production and Rural Development) 2019	Aims to facilitate the orderly use and development of lands for primary production and balancing primary production, residential development and the protection of native vegetation, biodiversity and water resources.
	SEPP (Concurrences and Consents) 2018	Refer to information available from NSW Planning - Legislation
	SEPP (State and Regional Development) 2011	Defines certain developments that are major projects to be assessed under Part 3A of the Environmental Planning and Assessment Act 1979 and determined by the Minister for Planning. It also provides planning provisions for State significant sites. In addition, the SEPP identifies the council consent authority functions that may be carried out by joint regional planning panels (JRPPs) and classes of regional development to be determined by JRPPs. Note: This SEPP was formerly known as State Environmental Planning Policy (Major Projects) 2005.
	SEPP (Miscellaneous Consent Provisions) 2007	Provides for the erection of temporary structures and the use of places of public entertainment while protecting public safety and local amenity. Note the name of this policy was changed from SEPP (Temporary Structures) 2007 to SEPP (Miscellaneous Consent Provisions) 2007 effective 22.2.2014.

Attachment “B”

BOGAN LOCAL ENVIRONMENTAL PLAN 2011

RU1 Primary Production Zone

- (2) **the purposes for which the instrument provides that development may be carried out within the zone without the need for development consent.**

Environmental protection works; Extensive agriculture; Forestry; Home-based child care; Home occupations; Roads

- (3) **the purposes for which the instrument provides that development may not be carried out within the zone except with development consent.**

Air transport facilities; Airstrips; Animal boarding or training establishments; Aquaculture; Bed and breakfast accommodation; Boat launching ramps; Boat sheds; Building identification signs; Business identification signs; Camping grounds; Cellar door premises; Cemeteries; Community facilities; Correctional centres; Depots; Dwelling houses; Eco-tourist facilities; Environmental facilities; Extractive industries; Farm buildings; Farm stay accommodation; Freight transport facilities; Hazardous industry; Hazardous storage establishments; Helipads; Home businesses; Home industries; Home occupations (sex services); Industrial training facilities; Information and education facilities; Intensive livestock agriculture; Intensive plant agriculture; Jetties; Moorings; Mooring pens; Offensive industry; Open cut Mining; Recreation areas; Recreation facilities (major); Recreation facilities (outdoor); Roadside stalls; Rural industries; Rural worker's dwellings; Veterinary hospitals; Water recreation structures; Water supply systems

- (4) **the purposes for which the instrument provides that development is prohibited within the zone.**

Any development not specified in Item 2 or 3



Request Number: 14946

14 December 2011

The General Manager
Bogan Shire Council
PO Box 221
Nyngan 2825

BOGAN SHIRE COUNCIL		
FILE	15 DEC 2011	RVN
ASSIGNEE		

Attention: The General Manager

Property Vegetation Plan under the Native Vegetation Act 2003

The Western Catchment Management Authority has granted Property Vegetation Plan 23PVP00212 to the following registered owners

JANICE MAE PAUL, GLYNN PATRICK PAUL,

of the following property

**Bahloo Station
COOLABAH NSW 2831**

described as

Lot	DP	LGA
6076	768926	BOGAN
3402	765690	BOGAN
2	751884	BOGAN
578	761641	BOGAN

The Property Vegetation Plan was approved on 9 November 2011 and the lapse date for the clearing provisions of the PVP is 9 November 2026.

The existence of this Property Vegetation Plan must be included on planning certificates issued under section 149 (2) of the *Environmental Planning and Assessment Act 1979*.

For any enquiries about this application please contact Kate Nicolson on telephone (02) 6841 2754 or e-mail on kate.nicolson@cma.nsw.gov.au

Yours sincerely

Kate Nicolson

PLANNING CERTIFICATE
PURSUANT TO SECTION 10.7
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

Applicant Name:	InfoTrack	Certificate No.:	2022/150
Postal Address:	GPO Box 4029	Fees:	\$53
	Sydney NSW 2001	Receipt No.:	179324
Reference:	22412	Date Received:	26/10/2022

DESCRIPTION OF LAND

ADDRESS:	10049 Mitchell Highway Coolabah NSW 2831
PROPERTY DESCRIPTION:	Lot 3402 DP 765690
COUNCIL ASSESSMENT NO.:	1018192 (Parcel ID: 11013)

OWNER:	Glynn Patrick PAUL and Janice Mae PAUL
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PART A: INFORMATION PROVIDED UNDER SECTION 10.7(2) OF THE ACT

1	Names of relevant planning instruments and DCPs	
(a)	The name of each environmental planning instrument that applies to the carrying out of development on the land.	<ul style="list-style-type: none"> • Bogan Local Environmental Plan 2011 • SEPPs – refer Attachment “A”
(b)	The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).	<ul style="list-style-type: none"> • N/A
(c)	The name of each development control plan that applies to the carrying out of development on the land.	<ul style="list-style-type: none"> • Bogan Shire Council Development Control Plan 2012.

2	Zoning and land use under relevant LEPs	
	For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described):	
(a)	the identity of the zone, whether by reference to a name (such as "Residential Zone" or "Heritage Area") or by reference to a number (such as "Zone R1")	<u>Bogan LEP 2011:</u> The land is zoned RU1 Primary Production Zone .
(b)	the purposes for which the instrument provides that development may be carried out within the zone without the need for development consent	<u>Bogan LEP 2011:</u> Refer Attachment "B".
(c)	the purposes for which the instrument provides that development may not be carried out within the zone except with development consent	<u>Bogan LEP 2011:</u> Refer Attachment "B".
(d)	the purposes for which the instrument provides that development is prohibited within the zone	<u>Bogan LEP 2011:</u> Refer Attachment "B".
(e)	whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed	<u>Bogan LEP 2011:</u> Clause 4.2 B
(f)	whether the land includes or comprises critical habitat	No
(g)	whether the land is in a conservation area (however described)	No
(h)	whether an item of environmental heritage (however described) is situated on the land	No
2A	Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006	
	To the extent that the land is within any zone (however described) under: (a) Part 3 of the <i>State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (the 2006 SEPP)</i> , or (b) a Precinct Plan (within the meaning of the 2006 SEPP), or (c) a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act, the particulars referred to in clause 2 (a)–(h) in relation to that land (with a reference to "the instrument" in any of those paragraphs being read as a reference to Part 3 of the 2006 SEPP, or the Precinct Plan or proposed Precinct Plan, as the case requires).	N/A

3	Complying development	
	<p>1) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.</p> <p>(2) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.</p> <p>(3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.</p>	YES
4	Coast Protection	
	Whether or not the land is affected by the operation of section 38 or 39 of the <i>Coastal Protection Act 1979</i> , but only to the extent that the council has been so notified by the Department of Services, Technology and Administration.	N/A
4A	Certain information relating to beaches and coasts	
	(1) In relation to a coastal council— whether an order has been made under Part 4D of the <i>Coastal Protection Act 1979</i> in relation to emergency coastal protection works (within the meaning of that Act) on the land (or on public land adjacent to that land), except where the council is satisfied that such an order has been fully complied with.	N/A
	(2) In relation to a coastal council: (a) whether the council has been notified under section 55X of the <i>Coastal Protection Act 1979</i> that emergency coastal protection works (within the meaning of that Act) have been placed on the land (or on public land adjacent to that land), and	N/A

	(b) if works have been so placed—whether the council is satisfied that the works have been removed and the land restored in accordance with that Act.	N/A
	(3) In relation to a coastal council—such information (if any) as is required by the regulations under section 56B of the <i>Coastal Protection Act 1979</i> to be included in the planning certificate and of which the council has been notified pursuant to those regulations.	N/A
4B	Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works	
	In relation to a coastal council—whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the <i>Local Government Act 1993</i> for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).	N/A
5	Mine subsidence	
	Whether or not the land is proclaimed to be a mine subsidence district within the meaning of section 15 of the <i>Mine Subsidence Compensation Act 1961</i> .	No
6	Road widening and road realignment	
	Whether or not the land is affected by any road widening or road realignment under: (a) Division 2 of Part 3 of the <i>Roads Act 1993</i> , or (b) any environmental planning instrument, or (c) any resolution of the council.	No
7	Council and other public authority policies on hazard risk restrictions	
	Whether or not the land is affected by a policy: (a) adopted by the council, or (b) adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council, that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).	No

7A	Flood related development controls information	
	(1) Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls.	No data held by Council
	(2) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.	No data held by Council
8	Land reserved for acquisition	
	Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.	No
9	Contributions plans	
	The name of each contributions plan applying to the land.	Bogan Shire Section 7.12 Fixed Levy Development Contributions Plan 2021
9A	Biodiversity certified land	
	If the land is biodiversity certified land (within the meaning of Part 7AA of the <i>Threatened Species Conservation Act 1995</i>), a statement to that effect.	The land is not land that is biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016, a statement to that effect.
10	Biodiversity stewardship sites	
	If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage).	The land is not subject to a biodiversity stewardship under under Part 5 of the Biodiversity Conservation Act 2016, and the council has not been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage.
10A	Native vegetation clearing set asides	
	If the land contains a set aside area under section 60ZC of the Local Land Services Act 2013, a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section).	The land does not contain a set aside area under section 60ZC of the Local Land Services Act 2013, and council has not been notified of the existence of the set aside area by Local Land Services or that it is registered in the public register under that section).
11	Bush fire prone land	
	If any of the land is bush fire prone land (as defined in the Act), a statement that all or, as the case may be, some of the land is bush fire prone land. If none of the land is bush fire prone land, a statement to that effect.	The land is bushfire prone.

12	Property vegetation plans	
	If the land is land to which a property vegetation plan under the <i>Native Vegetation Act 2003</i> applies, a statement to that effect (but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act).	The land is subject to a Property Vegetation Plan under the <i>Native Vegetation Act 2003</i> applies, and the council has been notified of the existence of the plan by the person or body that approved the plan under that Act
13	Orders under <i>Trees (Disputes Between Neighbours) Act 2006</i>	
	Whether an order has been made under the <i>Trees (Disputes Between Neighbours) Act 2006</i> to carry out work in relation to a tree on the land (but only if the council has been notified of the order).	No
14	Directions under Division 3.1	
	If there is a direction by the Minister in force under section 3.1 of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect, a statement to that effect identifying the provision that does not have effect.	N/A
15	Site compatibility certificates and conditions for seniors housing	
	If the land is land to which <i>State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004</i> applies: (a) a statement of whether there is a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include: (i) the period for which the certificate is current, and (ii) that a copy may be obtained from the head office of the Department of Planning, and (b) a statement setting out any terms of a kind referred to in clause 18 (2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.	The land is land to which <i>State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004</i> applies. There is a no current site compatibility certificate (seniors housing), of which the council is aware

16	Site compatibility certificates for infrastructure, schools or TAFE establishments	
	<p>A statement of whether there is a valid site compatibility certificate (infrastructure), or site compatibility certificate (schools or TAFE establishments), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:</p> <p>(a) the period for which the certificate is valid, and</p> <p>(b) that a copy may be obtained from the head office of the Department.</p>	<p>There is not a valid site compatibility certificate (infrastructure) or site compatibility certificate (schools or TAFE establishments), of which Council is aware.</p>
17	Site compatibility certificates and conditions for affordable rental housing	
	<p>(1) A statement of whether there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:</p> <p>(a) the period for which the certificate is current, and</p> <p>(b) that a copy may be obtained from the head office of the Department of Planning.</p> <p>(2) A statement setting out any terms of a kind referred to in clause 17(1) or 38(1) of <i>State Environmental Planning Policy (Affordable Rental Housing) 2009</i> that have been imposed as a condition of consent to a development application in respect of the land.</p>	<p>There is not a valid site compatibility certificate (affordable rental housing) of which Council is aware.</p>
18	Paper subdivision information	
	<p>(1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.</p> <p>(2) The date of any subdivision order that applies to the land.</p> <p>(3) Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.</p>	<p>N/A</p>
19	Site verification certificates	
	<p>A statement of whether there is a current site verification certificate, of which the council is aware, in respect of the land and, if there is a certificate, the statement is to include:</p> <p>a) the matter certified by the certificate, and</p> <p>b) on which the certificate ceases to be current (if any), and</p> <p>c) that a copy may be obtained from the head office of the Department.</p>	<p>There is not a current site verification certificate, of which the council is aware, in respect of the land</p>

20	Loose-fill asbestos insulation	
	If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the <i>Home Building Act 1989</i>) that are listed on the register that is required to be maintained under that Division, a statement to that effect.	N/A
21	Affected building notices and building product rectification orders	
	(1) A statement of whether there is any affected building notice of which the council is aware that is in force in respect of the land. (2) A statement of: (a) whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and (b) whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding. (3) In this clause: affected building notice has the same meaning as in Part 4 of the Building Products (Safety) Act 2017. building product rectification order has the same meaning as in the Building Products (Safety) Act 2017.	There is not a building notice or building product rectification order of which the Council is aware, in respect of the land
22	Contamination	
	The following matters are prescribed by section 59(2) of the <i>Contaminated Land Management Act 1997</i> as additional matters to be specified in a planning certificate	
	(a) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act— if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued.	No
	(b) that the land to which the certificate relates is subject to a management order within the meaning of that Act— if it is subject to such an order at the date when the certificate is issued.	No
	(c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act—if it is the subject of such an approved proposal at the date when the certificate is issued.	No
	(d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued.	No

	(e) that the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act—if a copy of such a statement has been provided at any time to the local authority issuing the certificate.	No
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Date of Issue: 31/10/2022

Jackson Williams-Hedges
Health and Building Surveyor

ATTACHMENT “A”

Table 1 - State Environmental Planning Policies applicable within the Shire of Bogan		
SEPP No.	Name	Description
21	Caravan Parks	Ensures that where caravan parks or camping grounds are permitted under an environmental planning instrument, movable dwellings, as defined in the Local Government Act 1993, are also permitted. The specific kinds of movable dwellings allowed under the Local Government Act in caravan parks and camping grounds are subject to the provisions of the Caravan Parks Regulation. The policy ensures that development consent is required for new caravan parks and camping grounds and for additional long-term sites in existing caravan parks. It also enables, with the council's consent, long-term sites in caravan parks to be subdivided by leases of up to 20 years.
33	Hazardous and Offensive Development	The policy aims to provide clear and uniform definitions of offensive and hazardous industry and to ensure rigorous and comprehensive assessment.
36	Manufactured Home Estates	Helps establish well-designed and properly serviced manufactured home estates (MHEs) in suitable locations. Affordability and security of tenure for residents are important aspects. The policy applies to Gosford, Wyong and all local government areas outside the Sydney Region. To enable the immediate development of estates, the policy allows MHEs to be located on certain land where caravan parks are permitted. There are however, criteria that a proposal must satisfy before the local council can approved development. The policy also permits, with consent, the subdivision of estates either by community title or by leases of up to 20 years. A section 117 direction issued in conjunction with the policy guides councils in preparing local environmental plans for MHEs, enabling them to be excluded from the policy.
50	Canal Estate Development	Bans new canal estates from the date of gazettal, to ensure coastal and aquatic environments are not affected by these developments
52	Farm Dams and other works in Land Management Plan Areas	This policy aims to regulate the development of artificial waterbodies (other than minor works) including enabling the carrying out of certain works without development consent, including routine and emergency maintenance of irrigation channels and development of small waterbodies in restricted locations.
55	Remediation of Land	Introduces state-wide planning controls for the remediation of contaminated land. The policy states that land must not be developed if it is unsuitable for a proposed use because it is contaminated. If the land is unsuitable, remediation must take place before the land is developed. The policy makes remediation permissible across the State, defines when consent is required, requires all remediation to comply with standards, ensures land is investigated if contamination is suspected, and requires councils to be notified of all remediation proposals.
64	Advertising and Signage	Aims to improve the amenity of urban and natural settings by managing the impact of outdoor advertising. The policy responds to growing concerns from the community, the advertising industry and local government that existing controls and guidelines were not effective. Also to permit advertisements on road and railway corridors, and to provide appropriate design and safety controls for advertisements on road and railway corridors
65	Design Quality of Residential Apartment Development	This Policy aims to improve the design quality of residential apartment development in New South Wales. This Policy recognises that the design quality of residential apartment development is of significance for environmental planning for the State due to the economic, environmental, cultural and social benefits of high quality design.
	SEPP (Affordable Rental Housing) 2009	Establishes a consistent planning regime for the provision of affordable rental housing. The policy provides incentives for new affordable rental housing, facilitates the retention of existing affordable rentals, and expands the role of not-for-profit providers. It also aims to support local centres by providing housing for workers close to places of work, and facilitate development of housing for the homeless and other disadvantaged people.
	SEPP (Building Sustainability Index: BASIX) 2004	Aims to encourage sustainable residential development. SEPP relates to certain kinds of residential development which must be accompanied by a list of commitments by the applicant as to the manner in which development must be carried out and the resultant consent will be subject to a condition requiring such commitments to be fulfilled.

Table 1 - State Environmental Planning Policies applicable within the Shire of Bogan

SEPP (Educational Establishments and Child Care Facilities) 2017	The aim of this Policy is to facilitate the effective delivery of educational establishments and early education and care facilities across the State by improving regulatory certainty and efficiency through a consistent planning regime for educational establishments and early education and care facilities, simplifying and standardising planning approval pathways for educational establishments and early education and care facilities (including identifying certain development of minimal environmental impact as exempt development), establishing consistent State-wide assessment requirements and design considerations for educational establishments and early education and care facilities to improve the quality of infrastructure delivered and to minimise impacts on surrounding areas, allowing for the efficient development, redevelopment or use of surplus government-owned land (including providing for consultation with communities regarding educational establishments in their local area), providing for consultation with relevant public authorities about certain development during the assessment process or prior to development commencing, aligning the NSW planning framework with the National Quality Framework that regulates early education and care services, ensuring that proponents of new developments or modified premises meet the applicable requirements of the National Quality Framework for early education and care services, and of the corresponding regime for State regulated education and care services, as part of the planning approval and development process, and encouraging proponents of new developments or modified premises and consent authorities to facilitate the joint and shared use of the facilities of educational establishments with the community through appropriate design.
SEPP (Exempt and Complying Development Codes) 2008	Streamlines assessment processes for development that complies with specified development standards. The policy provides exempt and complying development codes that have State-wide application, identifying, in the General Exempt Development Code, types of development that are of minimal environmental impact that may be carried out without the need for development consent; and, in the General Housing Code, types of complying development that may be carried out in accordance with a complying development certificate as defined in the <i>Environmental Planning and Assessment Act 1979</i> .
SEPP (Housing for Seniors or People with a Disability) 2004	Encourage the development of high quality accommodation for our ageing population and for people who have disabilities - housing that is in keeping with the local neighbourhood. Note the name of this policy was changed from SEPP (Seniors Living) 2004 to SEPP (Housing for Seniors or People with a Disability) 2004 effective 12.10.07
SEPP (Infrastructure) 2007	Provides a consistent planning regime for infrastructure and the provision of services across NSW, along with providing for consultation with relevant public authorities during the assessment process. The SEPP supports greater flexibility in the location of infrastructure and service facilities along with improved regulatory certainty and efficiency. More details about the SEPP, including a guide, are available here.
SEPP (State and Regional Development) 2011	Defines certain developments that are major projects to be assessed under Part 3A of the Environmental Planning and Assessment Act 1979 and determined by the Minister for Planning. It also provides planning provisions for State significant sites. In addition, the SEPP identifies the council consent authority functions that may be carried out by joint regional planning panels (JRPPs) and classes of regional development to be determined by JRPPs. Note: This SEPP was formerly known as State Environmental Planning Policy (Major Projects) 2005.
SEPP (Mining, Petroleum Production and Extractive Industries) 2007	Aims to provide for the proper management and development of mineral, petroleum and extractive material resources for the purpose of promoting the social and economic welfare of the State, to facilitate the orderly and economic use and development of land containing mineral, petroleum and extractive material resources, and to establish appropriate planning controls to encourage ecologically sustainable development through the environmental assessment, and sustainable management, of development of mineral, petroleum and extractive material resources.
SEPP (Primary Production and Rural Development) 2019	Aims to facilitate the orderly use and development of lands for primary production and balancing primary production, residential development and the protection of native vegetation, biodiversity and water resources.
SEPP (Concurrences and Consents) 2018	Refer to information available from NSW Planning - Legislation
SEPP (State and Regional Development) 2011	Defines certain developments that are major projects to be assessed under Part 3A of the Environmental Planning and Assessment Act 1979 and determined by the Minister for Planning. It also provides planning provisions for State significant sites. In addition, the SEPP identifies the council consent authority functions that may be carried out by joint regional planning panels (JRPPs) and classes of regional development to be determined by JRPPs. Note: This SEPP was formerly known as State Environmental Planning Policy (Major Projects) 2005.
SEPP (Miscellaneous Consent Provisions) 2007	Provides for the erection of temporary structures and the use of places of public entertainment while protecting public safety and local amenity. Note the name of this policy was changed from SEPP (Temporary Structures) 2007 to SEPP (Miscellaneous Consent Provisions) 2007 effective 22.2.2014.

Attachment “B”

BOGAN LOCAL ENVIRONMENTAL PLAN 2011

RU1 Primary Production Zone

- (2) **the purposes for which the instrument provides that development may be carried out within the zone without the need for development consent.**

Environmental protection works; Extensive agriculture; Forestry; Home-based child care; Home occupations; Roads

- (3) **the purposes for which the instrument provides that development may not be carried out within the zone except with development consent.**

Air transport facilities; Airstrips; Animal boarding or training establishments; Aquaculture; Bed and breakfast accommodation; Boat launching ramps; Boat sheds; Building identification signs; Business identification signs; Camping grounds; Cellar door premises; Cemeteries; Community facilities; Correctional centres; Depots; Dwelling houses; Eco-tourist facilities; Environmental facilities; Extractive industries; Farm buildings; Farm stay accommodation; Freight transport facilities; Hazardous industry; Hazardous storage establishments; Helipads; Home businesses; Home industries; Home occupations (sex services); Industrial training facilities; Information and education facilities; Intensive livestock agriculture; Intensive plant agriculture; Jetties; Moorings; Mooring pens; Offensive industry; Open cut Mining; Recreation areas; Recreation facilities (major); Recreation facilities (outdoor); Roadside stalls; Rural industries; Rural worker's dwellings; Veterinary hospitals; Water recreation structures; Water supply systems

- (4) **the purposes for which the instrument provides that development is prohibited within the zone.**

Any development not specified in Item 2 or 3



Request Number: 14946

14 December 2011

The General Manager
Bogan Shire Council
PO Box 221
Nyngan 2825

BOGAN SHIRE COUNCIL		
FILE	15 DEC 2011	RVN
ASSIGNEE		

Attention: The General Manager

Property Vegetation Plan under the Native Vegetation Act 2003

The Western Catchment Management Authority has granted Property Vegetation Plan 23PVP00212 to the following registered owners

JANICE MAE PAUL, GLYNN PATRICK PAUL,

of the following property

**Bahloo Station
COOLABAH NSW 2831**

described as

Lot	DP	LGA
6076	768926	BOGAN
3402	765690	BOGAN
2	751884	BOGAN
578	761641	BOGAN

The Property Vegetation Plan was approved on 9 November 2011 and the lapse date for the clearing provisions of the PVP is 9 November 2026.

The existence of this Property Vegetation Plan must be included on planning certificates issued under section 149 (2) of the *Environmental Planning and Assessment Act 1979*.

For any enquiries about this application please contact Kate Nicolson on telephone (02) 6841 2754 or e-mail on kate.nicolson@cma.nsw.gov.au

Yours sincerely

Kate Nicolson

PLANNING CERTIFICATE
PURSUANT TO SECTION 10.7
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

Applicant Name:	InfoTrack	Certificate No.:	2022/149
Postal Address:	GPO Box 4029	Fees:	\$53
	Sydney NSW 2001	Receipt No.:	179324
Reference:	22412	Date Received:	26/10/2022

DESCRIPTION OF LAND

ADDRESS:	10049 Mitchell Highway Coolabah NSW 2831
PROPERTY DESCRIPTION:	Lot 6076 DP 768926
COUNCIL ASSESSMENT NO.:	1018192 (Parcel ID: 11418)

OWNER:	Glynn Patrick PAUL and Janice Mae PAUL
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PART A: INFORMATION PROVIDED UNDER SECTION 10.7(2) OF THE ACT

1	Names of relevant planning instruments and DCPs	
(a)	The name of each environmental planning instrument that applies to the carrying out of development on the land.	<ul style="list-style-type: none">• Bogan Local Environmental Plan 2011• SEPPs – refer Attachment “A”
(b)	The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).	<ul style="list-style-type: none">• N/A
(c)	The name of each development control plan that applies to the carrying out of development on the land.	<ul style="list-style-type: none">• Bogan Shire Council Development Control Plan 2012.

2	Zoning and land use under relevant LEPs	
	For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described):	
(a)	the identity of the zone, whether by reference to a name (such as "Residential Zone" or "Heritage Area") or by reference to a number (such as "Zone R1")	<u>Bogan LEP 2011:</u> The land is zoned RU1 Primary Production Zone .
(b)	the purposes for which the instrument provides that development may be carried out within the zone without the need for development consent	<u>Bogan LEP 2011:</u> Refer Attachment "B".
(c)	the purposes for which the instrument provides that development may not be carried out within the zone except with development consent	<u>Bogan LEP 2011:</u> Refer Attachment "B".
(d)	the purposes for which the instrument provides that development is prohibited within the zone	<u>Bogan LEP 2011:</u> Refer Attachment "B".
(e)	whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed	<u>Bogan LEP 2011:</u> Clause 4.2 B
(f)	whether the land includes or comprises critical habitat	No
(g)	whether the land is in a conservation area (however described)	No
(h)	whether an item of environmental heritage (however described) is situated on the land	No
2A	Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006	
	To the extent that the land is within any zone (however described) under: (a) Part 3 of the <i>State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (the 2006 SEPP)</i> , or (b) a Precinct Plan (within the meaning of the 2006 SEPP), or (c) a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act, the particulars referred to in clause 2 (a)–(h) in relation to that land (with a reference to "the instrument" in any of those paragraphs being read as a reference to Part 3 of the 2006 SEPP, or the Precinct Plan or proposed Precinct Plan, as the case requires).	N/A

3	Complying development	
	<p>1) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.</p> <p>(2) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.</p> <p>(3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.</p>	YES
4	Coast Protection	
	Whether or not the land is affected by the operation of section 38 or 39 of the <i>Coastal Protection Act 1979</i> , but only to the extent that the council has been so notified by the Department of Services, Technology and Administration.	N/A
4A	Certain information relating to beaches and coasts	
	(1) In relation to a coastal council—whether an order has been made under Part 4D of the <i>Coastal Protection Act 1979</i> in relation to emergency coastal protection works (within the meaning of that Act) on the land (or on public land adjacent to that land), except where the council is satisfied that such an order has been fully complied with.	N/A
	(2) In relation to a coastal council: (a) whether the council has been notified under section 55X of the <i>Coastal Protection Act 1979</i> that emergency coastal protection works (within the meaning of that Act) have been placed on the land (or on public land adjacent to that land), and	N/A

	(b) if works have been so placed—whether the council is satisfied that the works have been removed and the land restored in accordance with that Act.	N/A
	(3) In relation to a coastal council—such information (if any) as is required by the regulations under section 56B of the <i>Coastal Protection Act 1979</i> to be included in the planning certificate and of which the council has been notified pursuant to those regulations.	N/A
4B	Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works	
	In relation to a coastal council—whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the <i>Local Government Act 1993</i> for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).	N/A
5	Mine subsidence	
	Whether or not the land is proclaimed to be a mine subsidence district within the meaning of section 15 of the <i>Mine Subsidence Compensation Act 1961</i> .	No
6	Road widening and road realignment	
	Whether or not the land is affected by any road widening or road realignment under: (a) Division 2 of Part 3 of the <i>Roads Act 1993</i> , or (b) any environmental planning instrument, or (c) any resolution of the council.	No
7	Council and other public authority policies on hazard risk restrictions	
	Whether or not the land is affected by a policy: (a) adopted by the council, or (b) adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council, that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).	No

7A	Flood related development controls information	
	(1) Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls.	No data held by Council
	(2) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.	No data held by Council
8	Land reserved for acquisition	
	Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.	No
9	Contributions plans	
	The name of each contributions plan applying to the land.	Bogan Shire Section 7.12 Fixed Levy Development Contributions Plan 2021
9A	Biodiversity certified land	
	If the land is biodiversity certified land (within the meaning of Part 7AA of the <i>Threatened Species Conservation Act 1995</i>), a statement to that effect.	The land is not land that is biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016, a statement to that effect.
10	Biodiversity stewardship sites	
	If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage).	The land is not subject to a biodiversity stewardship under under Part 5 of the Biodiversity Conservation Act 2016, and the council has not been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage.
10A	Native vegetation clearing set asides	
	If the land contains a set aside area under section 60ZC of the Local Land Services Act 2013, a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section).	The land does not contain a set aside area under section 60ZC of the Local Land Services Act 2013, and council has not been notified of the existence of the set aside area by Local Land Services or that it is registered in the public register under that section).
11	Bush fire prone land	
	If any of the land is bush fire prone land (as defined in the Act), a statement that all or, as the case may be, some of the land is bush fire prone land. If none of the land is bush fire prone land, a statement to that effect.	The land is bushfire prone.

12	Property vegetation plans	
	If the land is land to which a property vegetation plan under the <i>Native Vegetation Act 2003</i> applies, a statement to that effect (but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act).	The land is subject to a Property Vegetation Plan under the <i>Native Vegetation Act 2003</i> applies, and the council has been notified of the existence of the plan by the person or body that approved the plan under that Act
13	Orders under <i>Trees (Disputes Between Neighbours) Act 2006</i>	
	Whether an order has been made under the <i>Trees (Disputes Between Neighbours) Act 2006</i> to carry out work in relation to a tree on the land (but only if the council has been notified of the order).	No
14	Directions under Division 3.1	
	If there is a direction by the Minister in force under section 3.1 of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect, a statement to that effect identifying the provision that does not have effect.	N/A
15	Site compatibility certificates and conditions for seniors housing	
	If the land is land to which <i>State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004</i> applies: (a) a statement of whether there is a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include: (i) the period for which the certificate is current, and (ii) that a copy may be obtained from the head office of the Department of Planning, and (b) a statement setting out any terms of a kind referred to in clause 18 (2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.	The land is land to which <i>State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004</i> applies. There is a no current site compatibility certificate (seniors housing), of which the council is aware

16	Site compatibility certificates for infrastructure, schools or TAFE establishments	
	<p>A statement of whether there is a valid site compatibility certificate (infrastructure), or site compatibility certificate (schools or TAFE establishments), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:</p> <p>(a) the period for which the certificate is valid, and</p> <p>(b) that a copy may be obtained from the head office of the Department.</p>	<p>There is not a valid site compatibility certificate (infrastructure) or site compatibility certificate (schools or TAFE establishments), of which Council is aware.</p>
17	Site compatibility certificates and conditions for affordable rental housing	
	<p>(1) A statement of whether there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:</p> <p>(a) the period for which the certificate is current, and</p> <p>(b) that a copy may be obtained from the head office of the Department of Planning.</p> <p>(2) A statement setting out any terms of a kind referred to in clause 17(1) or 38(1) of <i>State Environmental Planning Policy (Affordable Rental Housing) 2009</i> that have been imposed as a condition of consent to a development application in respect of the land.</p>	<p>There is not a valid site compatibility certificate (affordable rental housing) of which Council is aware.</p>
18	Paper subdivision information	
	<p>(1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.</p> <p>(2) The date of any subdivision order that applies to the land.</p> <p>(3) Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.</p>	<p>N/A</p>
19	Site verification certificates	
	<p>A statement of whether there is a current site verification certificate, of which the council is aware, in respect of the land and, if there is a certificate, the statement is to include:</p> <p>a) the matter certified by the certificate, and</p> <p>b) on which the certificate ceases to be current (if any), and</p> <p>c) that a copy may be obtained from the head office of the Department.</p>	<p>There is not a current site verification certificate, of which the council is aware, in respect of the land</p>

20	Loose-fill asbestos insulation	
	If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the <i>Home Building Act 1989</i>) that are listed on the register that is required to be maintained under that Division, a statement to that effect.	N/A
21	Affected building notices and building product rectification orders	
	(1) A statement of whether there is any affected building notice of which the council is aware that is in force in respect of the land. (2) A statement of: (a) whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and (b) whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding. (3) In this clause: affected building notice has the same meaning as in Part 4 of the Building Products (Safety) Act 2017. building product rectification order has the same meaning as in the Building Products (Safety) Act 2017.	There is not a building notice or building product rectification order of which the Council is aware, in respect of the land
22	Contamination	
	The following matters are prescribed by section 59(2) of the <i>Contaminated Land Management Act 1997</i> as additional matters to be specified in a planning certificate	
	(a) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act— if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued.	No
	(b) that the land to which the certificate relates is subject to a management order within the meaning of that Act— if it is subject to such an order at the date when the certificate is issued.	No
	(c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act—if it is the subject of such an approved proposal at the date when the certificate is issued.	No
	(d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued.	No

	(e) that the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act—if a copy of such a statement has been provided at any time to the local authority issuing the certificate.	No
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Date of Issue: 31/10/2022

Jackson Williams-Hedges
Health and Building Surveyor

ATTACHMENT “A”

Table 1 - State Environmental Planning Policies applicable within the Shire of Bogan		
SEPP No.	Name	Description
21	Caravan Parks	Ensures that where caravan parks or camping grounds are permitted under an environmental planning instrument, movable dwellings, as defined in the Local Government Act 1993, are also permitted. The specific kinds of movable dwellings allowed under the Local Government Act in caravan parks and camping grounds are subject to the provisions of the Caravan Parks Regulation. The policy ensures that development consent is required for new caravan parks and camping grounds and for additional long-term sites in existing caravan parks. It also enables, with the council's consent, long-term sites in caravan parks to be subdivided by leases of up to 20 years.
33	Hazardous and Offensive Development	The policy aims to provide clear and uniform definitions of offensive and hazardous industry and to ensure rigorous and comprehensive assessment.
36	Manufactured Home Estates	Helps establish well-designed and properly serviced manufactured home estates (MHEs) in suitable locations. Affordability and security of tenure for residents are important aspects. The policy applies to Gosford, Wyong and all local government areas outside the Sydney Region. To enable the immediate development of estates, the policy allows MHEs to be located on certain land where caravan parks are permitted. There are however, criteria that a proposal must satisfy before the local council can approved development. The policy also permits, with consent, the subdivision of estates either by community title or by leases of up to 20 years. A section 117 direction issued in conjunction with the policy guides councils in preparing local environmental plans for MHEs, enabling them to be excluded from the policy.
50	Canal Estate Development	Bans new canal estates from the date of gazettal, to ensure coastal and aquatic environments are not affected by these developments
52	Farm Dams and other works in Land Management Plan Areas	This policy aims to regulate the development of artificial waterbodies (other than minor works) including enabling the carrying out of certain works without development consent, including routine and emergency maintenance of irrigation channels and development of small waterbodies in restricted locations.
55	Remediation of Land	Introduces state-wide planning controls for the remediation of contaminated land. The policy states that land must not be developed if it is unsuitable for a proposed use because it is contaminated. If the land is unsuitable, remediation must take place before the land is developed. The policy makes remediation permissible across the State, defines when consent is required, requires all remediation to comply with standards, ensures land is investigated if contamination is suspected, and requires councils to be notified of all remediation proposals.
64	Advertising and Signage	Aims to improve the amenity of urban and natural settings by managing the impact of outdoor advertising. The policy responds to growing concerns from the community, the advertising industry and local government that existing controls and guidelines were not effective. Also to permit advertisements on road and railway corridors, and to provide appropriate design and safety controls for advertisements on road and railway corridors
65	Design Quality of Residential Apartment Development	This Policy aims to improve the design quality of residential apartment development in New South Wales. This Policy recognises that the design quality of residential apartment development is of significance for environmental planning for the State due to the economic, environmental, cultural and social benefits of high quality design.
	SEPP (Affordable Rental Housing) 2009	Establishes a consistent planning regime for the provision of affordable rental housing. The policy provides incentives for new affordable rental housing, facilitates the retention of existing affordable rentals, and expands the role of not-for-profit providers. It also aims to support local centres by providing housing for workers close to places of work, and facilitate development of housing for the homeless and other disadvantaged people.
	SEPP (Building Sustainability Index: BASIX) 2004	Aims to encourage sustainable residential development. SEPP relates to certain kinds of residential development which must be accompanied by a list of commitments by the applicant as to the manner in which development must be carried out and the resultant consent will be subject to a condition requiring such commitments to be fulfilled.

Table 1 - State Environmental Planning Policies applicable within the Shire of Bogan

	SEPP (Educational Establishments and Child Care Facilities) 2017	The aim of this Policy is to facilitate the effective delivery of educational establishments and early education and care facilities across the State by improving regulatory certainty and efficiency through a consistent planning regime for educational establishments and early education and care facilities, simplifying and standardising planning approval pathways for educational establishments and early education and care facilities (including identifying certain development of minimal environmental impact as exempt development), establishing consistent State-wide assessment requirements and design considerations for educational establishments and early education and care facilities to improve the quality of infrastructure delivered and to minimise impacts on surrounding areas, allowing for the efficient development, redevelopment or use of surplus government-owned land (including providing for consultation with communities regarding educational establishments in their local area), providing for consultation with relevant public authorities about certain development during the assessment process or prior to development commencing, aligning the NSW planning framework with the National Quality Framework that regulates early education and care services, ensuring that proponents of new developments or modified premises meet the applicable requirements of the National Quality Framework for early education and care services, and of the corresponding regime for State regulated education and care services, as part of the planning approval and development process, and encouraging proponents of new developments or modified premises and consent authorities to facilitate the joint and shared use of the facilities of educational establishments with the community through appropriate design.
	SEPP (Exempt and Complying Development Codes) 2008	Streamlines assessment processes for development that complies with specified development standards. The policy provides exempt and complying development codes that have State-wide application, identifying, in the General Exempt Development Code, types of development that are of minimal environmental impact that may be carried out without the need for development consent; and, in the General Housing Code, types of complying development that may be carried out in accordance with a complying development certificate as defined in the <i>Environmental Planning and Assessment Act 1979</i> .
	SEPP (Housing for Seniors or People with a Disability) 2004	Encourage the development of high quality accommodation for our ageing population and for people who have disabilities - housing that is in keeping with the local neighbourhood. Note the name of this policy was changed from SEPP (Seniors Living) 2004 to SEPP (Housing for Seniors or People with a Disability) 2004 effective 12.10.07
	SEPP (Infrastructure) 2007	Provides a consistent planning regime for infrastructure and the provision of services across NSW, along with providing for consultation with relevant public authorities during the assessment process. The SEPP supports greater flexibility in the location of infrastructure and service facilities along with improved regulatory certainty and efficiency. More details about the SEPP, including a guide, are available here.
	SEPP (State and Regional Development) 2011	Defines certain developments that are major projects to be assessed under Part 3A of the Environmental Planning and Assessment Act 1979 and determined by the Minister for Planning. It also provides planning provisions for State significant sites. In addition, the SEPP identifies the council consent authority functions that may be carried out by joint regional planning panels (JRPPs) and classes of regional development to be determined by JRPPs. Note: This SEPP was formerly known as State Environmental Planning Policy (Major Projects) 2005.
	SEPP (Mining, Petroleum Production and Extractive Industries) 2007	Aims to provide for the proper management and development of mineral, petroleum and extractive material resources for the purpose of promoting the social and economic welfare of the State, to facilitate the orderly and economic use and development of land containing mineral, petroleum and extractive material resources, and to establish appropriate planning controls to encourage ecologically sustainable development through the environmental assessment, and sustainable management, of development of mineral, petroleum and extractive material resources.
	SEPP (Primary Production and Rural Development) 2019	Aims to facilitate the orderly use and development of lands for primary production and balancing primary production, residential development and the protection of native vegetation, biodiversity and water resources.
	SEPP (Concurrences and Consents) 2018	Refer to information available from NSW Planning - Legislation
	SEPP (State and Regional Development) 2011	Defines certain developments that are major projects to be assessed under Part 3A of the Environmental Planning and Assessment Act 1979 and determined by the Minister for Planning. It also provides planning provisions for State significant sites. In addition, the SEPP identifies the council consent authority functions that may be carried out by joint regional planning panels (JRPPs) and classes of regional development to be determined by JRPPs. Note: This SEPP was formerly known as State Environmental Planning Policy (Major Projects) 2005.
	SEPP (Miscellaneous Consent Provisions) 2007	Provides for the erection of temporary structures and the use of places of public entertainment while protecting public safety and local amenity. Note the name of this policy was changed from SEPP (Temporary Structures) 2007 to SEPP (Miscellaneous Consent Provisions) 2007 effective 22.2.2014.

Attachment “B”

BOGAN LOCAL ENVIRONMENTAL PLAN 2011

RU1 Primary Production Zone

- (2) **the purposes for which the instrument provides that development may be carried out within the zone without the need for development consent.**

Environmental protection works; Extensive agriculture; Forestry; Home-based child care; Home occupations; Roads

- (3) **the purposes for which the instrument provides that development may not be carried out within the zone except with development consent.**

Air transport facilities; Airstrips; Animal boarding or training establishments; Aquaculture; Bed and breakfast accommodation; Boat launching ramps; Boat sheds; Building identification signs; Business identification signs; Camping grounds; Cellar door premises; Cemeteries; Community facilities; Correctional centres; Depots; Dwelling houses; Eco-tourist facilities; Environmental facilities; Extractive industries; Farm buildings; Farm stay accommodation; Freight transport facilities; Hazardous industry; Hazardous storage establishments; Helipads; Home businesses; Home industries; Home occupations (sex services); Industrial training facilities; Information and education facilities; Intensive livestock agriculture; Intensive plant agriculture; Jetties; Moorings; Mooring pens; Offensive industry; Open cut Mining; Recreation areas; Recreation facilities (major); Recreation facilities (outdoor); Roadside stalls; Rural industries; Rural worker's dwellings; Veterinary hospitals; Water recreation structures; Water supply systems

- (4) **the purposes for which the instrument provides that development is prohibited within the zone.**

Any development not specified in Item 2 or 3



Request Number: 14946

14 December 2011

The General Manager
Bogan Shire Council
PO Box 221
Nyngan 2825

BOGAN SHIRE COUNCIL		
FILE	15 DEC 2011	R/N
ASSIGNEE		

Attention: The General Manager

Property Vegetation Plan under the Native Vegetation Act 2003

The Western Catchment Management Authority has granted Property Vegetation Plan 23PVP00212 to the following registered owners

JANICE MAE PAUL, GLYNN PATRICK PAUL,

of the following property

**Bahloo Station
COOLABAH NSW 2831**

described as

Lot	DP	LGA
6076	768926	BOGAN
3402	765690	BOGAN
2	751884	BOGAN
578	761641	BOGAN

The Property Vegetation Plan was approved on 9 November 2011 and the lapse date for the clearing provisions of the PVP is 9 November 2026.

The existence of this Property Vegetation Plan must be included on planning certificates issued under section 149 (2) of the *Environmental Planning and Assessment Act 1979*.

For any enquiries about this application please contact Kate Nicolson on telephone (02) 6841 2754 or e-mail on kate.nicolson@cma.nsw.gov.au

Yours sincerely

Kate Nicolson



WESTERN Catchment Management Authority

Invasive Native Scrub PROPERTY VEGETATION PLAN *Native Vegetation Act 2003*

'BAHLOO STATION'
COOLABAH NSW 2831

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

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

Notes:

1. The Director-General of Department of Premier and Cabinet (or delegate) will notify the Registrar-General once all landholders and parties with a prescribed interest have consented to the registration of this PVP. Once notified by the Director-General, the Registrar-General is required to register this PVP. This PVP will then be binding on all current and future landholders.
2. This Plan does not exempt the landholder from any Council clearing consent requirements.
3. In order to carry out the works under this PVP, the Landholder may be required to obtain other approvals from other government agencies.
4. This plan does not exempt the landholder from any requirements under the *Western lands Act 1901*.

Janice Mae Paul

Name of the Landholder


Signature

28-09-11

Date

Glynn Patrick Paul

Name of the Landholder


Signature

28-09-11

Date

Sharon Hawke

Delegate of the Western Lands Commissioner


Signature

14.10.11

Date

Ken Harrison

General Manager of the Western Catchment Management Authority

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


Signature

24/10/11

Date


Consent to register this plan in accordance with s. 31 of the *Native Vegetation Act 2003* n/a

n/a

□

SCHEDULE ONE — DESCRIPTION OF LAND TO WHICH THIS PVP APPLIES

Lot	DP	LGA
6076	768926	BOGAN
3402	765690	BOGAN
2	751884	BOGAN
578	761641	BOGAN

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SCHEDULE TWO — AUTHORISED ACTIVITIES AND MANAGEMENT ACTIONS

AUTHORISED CLEARING (INVOLVING INVASIVE NATIVE SCRUB)

Map Number (as per Schedule 4)	Map Unit	Clearing Type Authorised on Map Unit	Details of Authorised Clearing Type
Map 4	14a	INS	a) Burning b) Clearing of individual plants with no disturbance to groundcover (eg chemical spot treatment or ringbarking)
Map 4	14b	INS	a) Burning b) Clearing of individual plants with no disturbance to groundcover (eg chemical spot treatment or ringbarking) c) Clearing of individual plants with minimal disturbance to groundcover (eg grubbing) d) Clearing of plants at paddock scale with nil to minimal disturbance to soil and groundcover (eg chaining slashing and roping) e) Clearing of plants at paddock scale with temporary disturbance to soil and groundcover (eg bladeploughing)
Map 4	14c	INS	a) Burning b) Clearing of individual plants with no disturbance to groundcover (eg chemical spot treatment or ringbarking) c) Clearing of individual plants with minimal disturbance to groundcover (eg grubbing) d) Clearing of plants at paddock scale with nil to minimal disturbance to soil and groundcover (eg chaining slashing and roping) e) Clearing of plants at paddock scale with temporary disturbance to soil and groundcover (eg bladeploughing) f) Clearing of plants with longer term disturbance to soil and groundcover

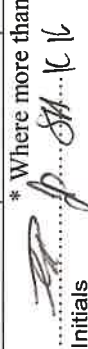


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SPECIFICATIONS FOR CLEARING INVASIVE NATIVE SCRUB

Map Number (as per Schedule 4)	Map Unit	INS Extent	% of INS Extent	INS Species in zone	Max dbh (cm) allowed to be cleared	Number of plants per hectare to be retained less than maximum dbh (cm) allowed to be cleared for individual plant clearing types *	Number of plants per hectare to be retained less than maximum dbh (cm) allowed to be cleared for paddock scale clearing types *
Map 4	14a 4920.42 ha	10,731.61 ha	45.85%	Dodonaea viscosa subsp. angustissima (Narrowleaf Hopbush)	n/a	none prescribed	none required
				Dodonaea viscosa subsp. spatulata (Broadleaf Hopbush)	n/a	none prescribed	none required
				Eremophila mitchellii (Budda, False Sandalwood)	n/a	none prescribed	none required
				Eremophila sturtii (Turpentine)	n/a	none prescribed	none required
				Eucalyptus populnea (Bimble Box, Poplar Box)	20	20	20 or retain patches of 10 ha per 100 hectares
				Dodonaea viscosa subsp. angustissima (Narrowleaf Hopbush)	n/a	none prescribed	none required
				Dodonaea viscosa subsp. spatulata (Broadleaf Hopbush)	n/a	none prescribed	none required
Map 4	14b 4022.04 ha	10,731.61 ha	37.48%	Eremophila mitchellii (Budda, False Sandalwood)	n/a	none prescribed	none required
				Eremophila sturtii (Turpentine)	n/a	none prescribed	none required
				Eucalyptus populnea (Bimble Box, Poplar Box)	20	20	20 or retain patches of 10 ha per 100 hectares
				Dodonaea viscosa subsp. angustissima (Narrowleaf Hopbush)	n/a	none prescribed	none required
				Dodonaea viscosa subsp. spatulata (Broadleaf Hopbush)	n/a	none prescribed	none required
				Eremophila mitchellii (Budda, False Sandalwood)	n/a	none prescribed	none required
				Eremophila sturtii (Turpentine)	n/a	none prescribed	none required
Map 4	14c 1789.13 ha	10,731.61 ha	16.67%	Dodonaea viscosa subsp. angustissima (Narrowleaf Hopbush)	n/a	none prescribed	none required
				Dodonaea viscosa subsp. spatulata (Broadleaf Hopbush)	n/a	none prescribed	none required
				Eremophila mitchellii (Budda, False Sandalwood)	n/a	none prescribed	none required
				Eremophila sturtii (Turpentine)	n/a	none prescribed	none required
				Eucalyptus populnea (Bimble Box, Poplar Box)	20	20	20 or retain patches of 10 ha per 100 hectares
				Dodonaea viscosa subsp. angustissima (Narrowleaf Hopbush)	n/a	none prescribed	none required
				Dodonaea viscosa subsp. spatulata (Broadleaf Hopbush)	n/a	none prescribed	none required

* Where more than one species requiring retention is present in a zone, the total retention does not need to exceed 20 stems per hectare.

Initials 

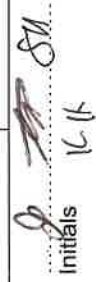
MANAGEMENT ACTIONS FOR CLEARING INVASIVE NATIVE SCRUB



Map Number (as per Schedule 4)	Map Unit	Management Action Details
Map 4	14a	<p>1) Clearing provisions of the Property Vegetation Plan (PVP) end 15 years from the date of approval.</p> <p>2) Clearing within the duration of the PVP is for the purpose of re-establishing native vegetation or allowing natural regeneration of native species.</p> <p>3) After the clearing provisions of the Property Vegetation Plan end, the landholder is to ensure native groundcover on the area where the clearing took place is maintained in perpetuity unless clearing is permitted by another property vegetation plan or other legal instrument.</p> <p>4) Total clearing by any individual clearing method or combination of clearing methods is to be no more than 8585.29 hectares (80% of the extent of invasive native species on the property), within the duration of the PVP.</p> <p>5) Accidental clearing of invasive native species with a stem or trunk diameter at breast height (dbh) greater than the maximum allowed to be cleared specified for each species in the table "Specifications for Clearing Invasive Native Species" and non-invasive native species with a stem or trunk greater than 20 cm dbh is limited to 1% of the total number of trees and shrubs to be cleared. (This is not additional to the accidental damage permitted under management actions 8e listed below).</p> <p>6) The landholder is authorised to use all RAMAs on land contained within this INS Zone as identified on Map 4 (including any untreated areas and buffers)</p> <p>7) If clearing by Burning the land holder is to ensure that a) the clearing does not result in soil surface disturbance; and b) clearing does not result in the introduction into the cleared area of any non-native vegetation; and c) clearing of non-invasive native species is to the minimum extent necessary to clear the invasive native species listed in the table 'Specifications for clearing Invasive Native Species' (see above); and</p> <p>8) If clearing individual plants with no disturbance to ground cover the landholder is to ensure that: a) the clearing is limited to clearing of individual plants of invasive native species listed in 'Specifications for clearing Invasive Native Species' (see above); and b) the clearing does not result in disturbance of the soil surface; and c) any clearing of groundcover is incidental in extent; and</p>

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Initials **K11**

		<p>d) clearing does not result in the introduction into the cleared area of any non-native vegetation; and</p> <p>e) non-invasive native trees and shrubs cleared comprise no more than 1% of the total number of trees and shrubs cleared. (This is not additional to the accidental damage permitted under management action 5 above); and</p> <p>f) 20 plants of the species listed in the table 'Specifications for clearing Invasive Native Species' (see above), less than the diameter specified for each species in the table are retained per hectare treated. Stems retained on a per hectare basis must represent the proportion of size classes present prior to clearing. Where more than one species is present the total retention requirement does not exceed 20 stems per hectare.</p>
<p>Map 4</p>	<p>14b</p>	<p>1) Clearing provisions of the Property Vegetation Plan (PVP) end 15 years from the date of approval.</p> <p>2) Clearing within the duration of the PVP is for the purpose of re-establishing native vegetation or allowing natural regeneration of native species.</p> <p>3) After the clearing provisions of the Property Vegetation Plan end, the landholder is to ensure native groundcover on the area where the clearing took place is maintained in perpetuity unless clearing is permitted by another property vegetation plan or other legal instrument.</p> <p>4) Total clearing by any individual clearing method or combination of clearing methods is to be no more than 8585.29 hectares (80% of the extent of invasive native species on the property), within the duration of the PVP.</p> <p>5) Accidental clearing of invasive native species with a stem or trunk diameter at breast height (dbh) greater than the maximum allowed to be cleared specified for each species in the table "Specifications for Clearing Invasive Native Species" and non-invasive native species with a stem or trunk greater than 20 cm dbh is limited to 1% of the total number of trees and shrubs to be cleared. (This is not additional to the accidental damage permitted under management actions 8e, 9f, 10g or 11j listed below).</p> <p>6) The landholder is authorised to use all RAMAs on land contained within this INS Zone as identified on Map 4 (including any untreated areas and buffers)</p> <p>7) If clearing by Burning the land holder is to ensure that</p> <p>a) the clearing does not result in soil surface disturbance; and</p> <p>b) clearing does not result in the introduction into the cleared area of any non-native vegetation; and</p> <p>c) clearing of non-invasive native species is to the minimum extent necessary to clear the invasive native species listed in the table 'Specifications for clearing Invasive Native Species' (see above); and</p> <p>8) If clearing individual plants with no disturbance to ground cover the landholder is to ensure that:</p> <p>a) the clearing is limited to clearing of individual plants of invasive native species listed in 'Specifications for clearing Invasive Native Species' (see above); and</p> <p>b) the clearing does not result in disturbance of the soil surface; and</p>

Initials 

		<p>c) any clearing of groundcover is incidental in extent; and</p> <p>d) clearing does not result in the introduction into the cleared area of any non-native vegetation; and</p> <p>e) non-invasive native trees and shrubs cleared comprise no more than 1% of the total number of trees and shrubs cleared. (This is not additional to the accidental damage permitted under management action 5 above); and</p> <p>f) 20 plants of the species listed in the table 'Specifications for clearing Invasive Native Species' (see above), less than the diameter specified for each species in the table are retained per hectare treated. Stems retained on a per hectare basis must represent the proportion of size classes present prior to clearing. Where more than one species is present the total retention requirement does not exceed 20 stems per hectare.</p>
		<p>9) If clearing individual plants with minimal disturbance to ground cover the landholder is to ensure that:</p> <p>a) clearing is specific to individual plants of invasive native species listed in the table 'Specifications for clearing Invasive Native Species' (see above); and</p> <p>b) disturbance to soil surface is to the minimum extent necessary to control the invasive native species; and</p> <p>c) clearing of groundcover is to the minimum extent necessary to control the invasive native species; and</p> <p>d) clearing does not result in the introduction of any non-native vegetation to the cleared area; and</p> <p>e) no clearing is undertaken within riparian buffer areas shown on Map 4; and</p> <p>f) non-invasive native trees and shrubs cleared comprise no more than 1% of the total number of trees and shrubs cleared. (This is not additional to the accidental damage permitted under management action 5 above); and</p> <p>g) 20 plants of the species listed in the table 'Specifications for clearing Invasive Native Species' (see above), less than the diameter specified for each species in the table are retained per hectare treated. Stems retained on a per hectare basis must represent the proportion of size classes present prior to clearing. Where more than one species is present the total retention requirement does not exceed 20 stems per hectare; and</p> <p>h) total clearing in all INS map zones does not exceed 6438.97 hectares (60% of the extent of invasive native species on the property), except as set out below in 9(i);</p> <p>i) up to a further 2146.32 hectares (20% of the extent of invasive native species on the property) may be cleared if the CMA is satisfied that land that was initially cleared by this method has achieved a vegetative groundcover of greater than 50% of which 75% is living native herbaceous vegetation; and</p> <p>j) No clearing is undertaken within 20m of a minor watercourse; and</p> <p>k) No clearing is undertaken within 60m of a minor wetland as defined by the Property Vegetation Plan map (Map 4) or by the definition below.</p>
<p>Map 4</p> <p>Initials </p>	<p>14b</p> <p></p>	<p>10. If clearing plants at a paddock scale with nil to minimal disturbance to soil and groundcover the landholder is to ensure that:</p> <p>a) disturbance to soil surface is limited to the minimum extent necessary to control the invasive native species; and</p> <p>b) clearing of groundcover is to the minimum extent necessary to control the invasive native species; and</p> <p>c) skeletal/rocky soils, dunefields or lunettes are not cleared; and</p> <p>d) no land of slope greater than 32% (18 degrees) is cleared; and</p> <p>e) no clearing is undertaken within riparian buffer areas shown on Map 4; and</p> <p>f) clearing does not result in the introduction into the cleared area of any non-native vegetation; and</p> <p>g) non-invasive trees and shrubs cleared comprise no more than 10% of the total number of trees and shrubs cleared. (This is not additional to the</p>

accidental damage permitted under management action 5 above); and

h) no clearing is undertaken within a threatened ecological community; and

i) 20 plants of the species listed in the table 'Specifications for clearing Invasive Native Species' (see above), less than the diameter specified for each species in the table are retained per hectare treated, or 10% of the area of vegetation to be treated is retained in patches. Stems retained on a per hectare basis must represent the proportion of size classes present prior to clearing. If retaining 10% of the area of vegetation in patches and if more than 100 hectares is to be cleared, then a minimum of 10 hectares of the extent of invasive native species on that area must be retained on each 100 hectare area; and the areas retained as required by this management action are additional to the 20% retained overall. and

j) native vegetation is retained in perpetuity in either buffers or patches over at least 20% of each 500 hectares (or pro-rata for smaller areas) of the area to be cleared. These retained patches may be included in the 20% of INS Extent retained overall; and

k) total clearing in all INS map zones does not exceed 6438.97 ha (60% of the extent of invasive native species on the property), except as set out below in 10(l);

l) up to a further 2146.32 ha (20% of the extent of invasive native species on the property) may be cleared if the CMA is satisfied that land that was initially cleared by this method has achieved a vegetative groundcover of greater than 50% of which 75% is living native herbaceous vegetation; and

m) no clearing is undertaken within 20m of a minor watercourse; and

n) no clearing is undertaken within 60m of a minor wetland as defined by the Property Vegetation Plan map (Map 4) or by the definition below.

11. If clearing plants at a paddock scale with temporary disturbance to soil and groundcover the landholder is to ensure that:

a) disturbance to soil surface is limited to the minimum extent necessary to control the invasive native species; and

b) clearing of groundcover is to the minimum extent necessary to control the invasive native species; and

c) skeletal/rocky soils, dunefields or lunettes are not cleared; and

d) no land of slope greater than 32% (18 degrees) is cleared; and

e) clearing does not result in the introduction into the cleared area of any non-native perennial vegetation other than Lucerne (*Medicago sativa*); and

f) no land of high erosion risk is cleared; and

g) any non native vegetation introduced is not harvested; and

h) no clearing is undertaken within riparian buffer areas shown on Map 4; and

i) no clearing is undertaken within a threatened ecological community; and

j) non-invasive trees and shrubs cleared comprise no more than 10% of the total number of trees and shrubs cleared (this is not additional to the accidental damage permitted under management action 5 above); and

k) 20 plants of the species listed in the table 'Specifications for clearing Invasive Native Species' (see above), less than the diameter specified for each species in the table are retained per hectare treated, or 10% of the area of vegetation to be treated is retained in patches. Stems retained on a per hectare basis must represent the proportion of size classes present prior to clearing. If retaining 10% of the area of vegetation in patches and if more than 100 hectares is to be cleared, then a minimum of 10 hectares of the extent of invasive native species on that area must be retained on each 100 hectare area; and the areas retained as required by this management action are additional to the 20% retained overall; and

l) native vegetation is retained in perpetuity in either buffers or patches over at least 20% of each 500 hectares (or pro-rata for smaller areas) of the area to be cleared. These retained patches may be included in the 20% of INS Extent retained overall; and

m) total clearing in all INS map zones does not exceed 4292.64 ha (40% of the extent of invasive native species on the property), except as set out

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Map 4	14c	<p>below in 11(n):</p> <p>n) up to a further 4292.64 hectares (40% of the extent of invasive native species on the property) may be cleared if the CMA is satisfied that the land that was initially cleared by this method has achieved a vegetative groundcover of greater than 50% of which 75% is living native herbaceous vegetation; and</p> <p>o) native groundcover is maintained in perpetuity on land initially cleared by this method from the date the CMA is satisfied the land is at the vegetative groundcover set out above in 11(n); and</p> <p>p) total clearing in all INS map zones by methods of clearing plants at a paddock scale with temporary groundcover and soil disturbance and clearing of plants at paddock scale with longer-term disturbance to groundcover does not exceed 4292.64 ha (40% of the extent of invasive native species on the property) except where the CMA is satisfied the previously cleared land has a vegetative groundcover of greater than 50% of which 75% is living native herbaceous vegetation; and</p> <p>q) The introduction of non-native annual vegetation and Lucerne (<i>Medicago sativa</i>) is limited to the clearing activity; and</p> <p>r) no clearing is undertaken within 20m of a minor watercourse; and</p> <p>s) no clearing is undertaken within 60m of a minor wetland as defined by the Property Vegetation Plan map (Map 4) or by the definition below.</p>
		<p>1) Clearing provisions of the Property Vegetation Plan (PVP) end 15 years from the date of approval.</p>
		<p>2) Clearing within the duration of the PVP is for the purpose of re-establishing native vegetation or allowing natural regeneration of native species.</p>
		<p>3) After the clearing provisions of the Property Vegetation Plan end, the landholder is to ensure native groundcover on the area where the clearing took place is maintained in perpetuity unless clearing is permitted by another property vegetation plan or other legal instrument.</p>
		<p>4) Total clearing by any individual clearing method or combination of clearing methods is to be no more than 8585.29 hectares (80% of the extent of invasive native species on the property), within the duration of the PVP.</p>
		<p>5) Accidental clearing of invasive native species with a stem or trunk diameter at breast height (dbh) greater than the maximum allowed to be cleared specified for each species in the table "Specifications for Clearing Invasive Native Species" and non-invasive native species with a stem or trunk greater than 20 cm dbh is limited to 1% of the total number of trees and shrubs to be cleared. (This is not additional to the accidental damage permitted under management actions 8e, 9f, 10g, 11j or 12f listed below).</p>
		<p>6) The landholder is authorised to use all RAMAs on land contained within this INS Zone as identified on Map 4 (including any untreated areas and buffers)</p>
		<p>7) If clearing by Burning the land holder is to ensure that</p> <p>a) the clearing does not result in soil surface disturbance; and</p> <p>b) clearing does not result in the introduction into the cleared area of any non-native vegetation; and</p>

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	<p>c) clearing of non-invasive native species is to the minimum extent necessary to clear the invasive native species listed in the table 'Specifications for clearing Invasive Native Species' (see above); and</p> <p>8) If clearing individual plants with no disturbance to ground cover the landholder is to ensure that:</p> <ul style="list-style-type: none"> a) the clearing is limited to clearing of individual plants of invasive native species listed in 'Specifications for clearing Invasive Native Species' (see above); and b) the clearing does not result in disturbance of the soil surface; and c) any clearing of groundcover is incidental in extent; and d) clearing does not result in the introduction into the cleared area of any non-native vegetation; and e) non-invasive native trees and shrubs cleared comprise no more than 1% of the total number of trees and shrubs cleared. (This is not additional to the accidental damage permitted under management action 5 above); and f) 20 plants of the species listed in the table 'Specifications for clearing Invasive Native Species' (see above), less than the diameter specified for each species in the table are retained per hectare treated. Stems retained on a per hectare basis must represent the proportion of size classes present prior to clearing. Where more than one species is present the total retention requirement does not exceed 20 stems per hectare. <p>f</p> <p>9) If clearing individual plants with minimal disturbance to ground cover the landholder is to ensure that:</p> <ul style="list-style-type: none"> a) clearing is specific to individual plants of invasive native species listed in the table 'Specifications for clearing Invasive Native Species' (see above); and b) disturbance to soil surface is to the minimum extent necessary to control the invasive native species; and c) clearing of groundcover is to the minimum extent necessary to control the invasive native species; and d) clearing does not result in the introduction of any non-native vegetation to the cleared area; and e) no clearing is undertaken within riparian buffer areas shown on Map 4; and f) non-invasive native trees and shrubs cleared comprise no more than 1% of the total number of trees and shrubs cleared. (This is not additional to the accidental damage permitted under management action 5 above); and g) not applicable h) total clearing in all INS map zones does not exceed 6438.97 hectares (60% of the extent of invasive native species on the property), except as set out below in 9(i); i) up to a further 2146.32 hectares (20% of the extent of invasive native species on the property) may be cleared if the CMA is satisfied that land that was initially cleared by this method has achieved a vegetative groundcover of greater than 50% of which 75% is living native herbaceous vegetation; and j) No clearing is undertaken within 20m of a minor watercourse; and k) No clearing is undertaken within 60m of a minor wetland as defined by the Property Vegetation Plan map (Map 4) or by the definition below. 	<p>10. If clearing plants at a paddock scale with nil to minimal disturbance to soil and groundcover the landholder is to ensure that:</p> <ul style="list-style-type: none"> a) disturbance to soil surface is limited to the minimum extent necessary to control the invasive native species; and b) clearing of groundcover is to the minimum extent necessary to control the invasive native species; and
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		<p>c) skeletal/rocky soils, dune fields or lunettes are not cleared; and</p> <p>d) no land of slope greater than 32% (18 degrees) is cleared; and</p> <p>e) no clearing is undertaken within riparian buffer areas shown on Map 4; and</p> <p>f) clearing does not result in the introduction into the cleared area of any non-native vegetation; and</p> <p>g) non-invasive trees and shrubs cleared comprise no more than 10% of the total number of trees and shrubs cleared. (This is not additional to the accidental damage permitted under management action 5 above); and</p> <p>h) no clearing is undertaken within a threatened ecological community; and</p> <p>i) 20 plants of the species listed in the table 'Specifications for clearing Invasive Native Species' (see above), less than the diameter specified for each species in the table are retained per hectare treated, or 10% of the area of vegetation to be treated is retained in patches. Stems retained on a per hectare basis must represent the proportion of size classes present prior to clearing. If retaining 10% of the area of vegetation in patches and if more than 100 hectares is to be cleared, then a minimum of 10 hectares of the extent of invasive native species on that area must be retained on each 100 hectare area; and the areas retained as required by this management action are additional to the 20% retained overall. and</p> <p>j) native vegetation is retained in perpetuity in either buffers or patches over at least 20% of each 500 hectares (or pro-rata for smaller areas) of the area to be cleared. These retained patches may be included in the 20% of INS Extent retained overall; and</p> <p>k) total clearing in all INS map zones does not exceed 6438.97 ha (60% of the extent of invasive native species on the property), except as set out below in 10(f);</p> <p>l) up to a further 2146.32 ha (20% of the extent of invasive native species on the property) may be cleared if the CMA is satisfied that land that was initially cleared by this method has achieved a vegetative groundcover of greater than 50% of which 75% is living native herbaceous vegetation;</p> <p>m) no clearing is undertaken within 20m of a minor watercourse; and</p> <p>n) no clearing is undertaken within 60m of a minor wetland as defined by the Property Vegetation Plan map (Map 4) or by the definition below.</p>
<p>Map 4</p>	<p>14c</p>	<p>11. If clearing plants at a paddock scale with temporary disturbance to soil and groundcover the landholder is to ensure that:</p> <p>a) disturbance to soil surface is limited to the minimum extent necessary to control the invasive native species; and</p> <p>b) clearing of groundcover is to the minimum extent necessary to control the invasive native species; and</p> <p>c) skeletal/rocky soils, dune fields or lunettes are not cleared; and</p> <p>d) no land of slope greater than 32% (18 degrees) is cleared; and</p> <p>e) clearing does not result in the introduction into the cleared area of any non-native perennial vegetation other than Lucerne (<i>Medicago sativa</i>); and</p> <p>f) no land of high erosion risk is cleared; and</p> <p>g) any non native vegetation introduced is not harvested; and</p> <p>h) no clearing is undertaken within riparian buffer areas shown on Map 4; and</p> <p>i) no clearing is undertaken within a threatened ecological community; and</p> <p>j) non-invasive trees and shrubs cleared comprise no more than 10% of the total number of trees and shrubs cleared (this is not additional to the accidental damage permitted under management action 5 above); and</p> <p>k) 20 plants of the species listed in the table 'Specifications for clearing Invasive Native Species' (see above), less than the diameter specified for each species in the table are retained per hectare treated, or 10% of the area of vegetation to be treated is retained in patches. Stems retained on a per hectare basis must represent the proportion of size classes present prior to clearing. If retaining 10% of the area of vegetation in patches and if more than 100 hectares is to be cleared, then a minimum of 10 hectares of the extent of invasive native species on that area must be retained on each 100</p>

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hectare area; and the areas retained as required by this management action are additional to the 20% retained overall. and

l) native vegetation is retained in perpetuity in either buffers or patches over at least 20% of each 500 hectares (or pro-rata for smaller areas) of the area to be cleared. These retained patches may be included in the 20% of INS Extent retained overall; and

m) total clearing in all INS map zones does not exceed 4292.64 ha (40% of the extent of invasive native species on the property), except as set out below in 11(n):

n) up to a further 4292.64 hectares (40% of the extent of invasive native species on the property) may be cleared if the CMA is satisfied that the land that was initially cleared by this method has achieved a vegetative groundcover of greater than 50% of which 75% is living native herbaceous vegetation; and

o) native groundcover is maintained in perpetuity on land initially cleared by this method from the date the CMA is satisfied the land is at the vegetative groundcover set out above in 11(n); and

p) total clearing in all INS map zones by methods of clearing plants at a paddock scale with temporary groundcover and soil disturbance and clearing of plants at paddock scale with longer-term disturbance to groundcover does not exceed 4292.64 ha (40% of the extent of invasive native species on the property) except where the CMA is satisfied the previously cleared land has a vegetative groundcover of greater than 50% of which 75% is living native herbaceous vegetation; and

q) The introduction of non-native annual vegetation and Lucerne (*Medicago sativa*) is limited to the clearing activity; and

r) No clearing is undertaken within 20m of a minor watercourse; and

s) No clearing is undertaken within 60m of a minor wetland as defined by the Property Vegetation Plan map (Map 4) or by the definition below.

12. If clearing plants at paddock scale with longer-term disturbance to soil and groundcover the landholder is to ensure that:

a) clearing of groundcover is limited to the minimum extent necessary to control the invasive native species; and

b) no land of moderate or high erosion risk or with a soil profile of less than 1 m depth is cleared; and

c) skeletal/rocky soils, dunefields or lunettes are not cleared; and

d) no clearing is undertaken within riparian buffer areas shown on Map 4; and

e) no clearing is undertaken within a threatened ecological community; and

f) non-invasive trees and shrubs cleared comprise no more than 20% of the total number of trees and shrubs cleared. (This is not additional to the accidental damage permitted under management action 5 above); and

g) clearing does not result in the introduction of any non-native perennial vegetation into the cleared area other than Lucerne (*Medicago sativa*); and

h) preparation and sowing with annual non-native vegetation or Lucerne (*Medicago sativa*) is limited to three occasions in fifteen years from the commencement date of the Property Vegetation Plan; and

i) 20 plants of the species listed in the table 'Specifications for clearing Invasive Native Species' (see above), less than the diameter specified for each species in the table are retained per hectare treated, or 10% of the area of vegetation to be treated is retained in patches. Stems retained on a per hectare basis must represent the proportion of size classes present prior to clearing. If retaining 10% of the area of vegetation in patches and if more than 100 hectares is to be cleared, then a minimum of 10 hectares of the extent of invasive native species on that area must be retained on each 100 hectare area; and the areas retained as required by this management action are additional to the 20% retained overall. and

j) native vegetation is retained in perpetuity in either buffers or patches over at least 20% of each 500 hectares (or pro-rata for smaller areas) of the area to be cleared. These retained patches may be included in the 20% of INS Extent retained overall; and

k) total clearing in all INS map zones does not exceed 2146.32 (20% of the extent of invasive native species on the property), except as set out below


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<p>in 12(i):</p> <p>l) further areas of up to 2146.32 hectares (20% of the extent of invasive native species up to a total of 80% on the property), may be cleared if the CMA is satisfied for each further 20% the land that was initially cleared by this method has achieved a vegetative groundcover of greater than 50% of which 75% is living native herbaceous vegetation; and</p> <p>m) native groundcover is maintained in perpetuity on land initially cleared by this method from the date the CMA is satisfied the land is at the vegetative groundcover set out above in 12(i); and</p> <p>n) total clearing in all INS map zones by methods of clearing plants at a paddock scale with temporary groundcover and soil disturbance and clearing of plants at paddock scale with longer-term disturbance to groundcover does not exceed 4292.64 hectares (40% of the extent of invasive native species on the property), except where the CMA is satisfied the previously cleared land has a vegetative groundcover of greater than 50% of which 75% is living native herbaceous vegetation; and</p> <p>o) No clearing is undertaken within 20m of a minor watercourse; and</p> <p>p) No clearing is undertaken within 60m of a minor wetland as defined by the Property Vegetation Plan map (Map 4) or by the definition below.</p>	
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Definitions:

- * Diameter at breast height (dbh): the diameter of the stem at 1.3 metres above the ground.
- * Dunefields: Moderately-inclined to very steep sand dunes or ridges composed of sands deposited by wind. Areas with loamy sand or heavier soils do not comprise dunefields.
- * Erosion risk: the intrinsic susceptibility of a parcel of land to the prevailing agents of erosion. It is dependent on a combination of climate, landform and soil factors. The Invasive Native Scrub EOAM and Tool use erosion risk, not erosion hazard.
- * Extent of invasive native species: extent of the areas on the property where invasive native species are currently present and areas on the property where they may not presently occur but where invasive native scrub management is required to prevent their spread or recurrence, as mapped by the relevant Catchment Management Authority.
- * Groundcover: any type of herbaceous vegetation, native and non-native, living or dead.
- * Individual plant treatment (aka spot treatment): selective clearing of individual plants (generally using manual techniques such as herbicide application).
- * Invasive Native Species: species listed in the Invasive Native Scrub Species (INS) database that are also acting invasively by the following criteria: the species is invading plant communities where it has not been known to occur previously or the species is regenerating densely following natural or artificial disturbance, and the invasion and/or dense regeneration of the species is resulting in change of structure and/or composition of a vegetation community, and the species is within its natural geographic range or distribution.
- * Lunettes: occur on the inland plains and are elongated, low ridges of sand or pelleted silt and clay, built up by wind action, on the north-eastern or eastern margin of lakes or depressions. Lunettes are crescent-shaped, and point in the direction of the wind.
- * Minor watercourse means any part of a stream for which there is a visible path where water flows intermittently, ephemerally or permanently, that may be vegetated and which may or may not have an eroded channel.
- * Minor wetland means an area of land greater than 0.5 hectares inundated with water either permanently or temporarily.
- * Native groundcover: living, native herbaceous vegetation.
- * Non-invasive native species: any native species that are not invasive native species, as defined above.

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* Paddock scale treatment or clearing type: Clearing of all plants of INS species over an area such as a paddock (by mechanical means such as dozing, chaining or rolling).

* Zone: area of INS with particular environmental characteristics that affect the treatment options allowed.

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SCHEDULE THREE - STANDARD CONDITIONS

Commencement

1. This PVP will commence from the date at which it is signed by the Minister administering the *Native Vegetation Act 2003* (or delegate).

Words and phrases used

2. In this Schedule:

"CMA" means the Catchment Management Authority that is a party to this property vegetation plan ("PVP");

"Landholder" means the landholder who is a party to this PVP and once this PVP is registered all future landholders;

"the works under this PVP" means the clearing, the management actions, the mitigating actions and all other works that the Landholder is authorised or required to take under this PVP;

"the Land" means the land to which this PVP applies; and

"OEH" means the Office of Environment and Heritage within the Department of Premier and Cabinet and includes its successor departments or agencies.

Monitoring and auditing

3. The carrying out of any works under this PVP may be subject to auditing by officers of the CMA or OEH who are authorised officers under the *Native Vegetation Act 2003*, as set out in sections 34 and 35.
4. Subject to reasonable notice, the Landholder will allow authorised officers of the CMA or OEH access to the Land and allow those officers to do all things reasonably necessary for the purpose of monitoring or auditing compliance with this PVP.
5. Clauses 3 and 4 do not affect the powers of authorised officers of the CMA, OEH or other government agencies to carry out investigations under the *Native Vegetation Act 2003*.

Registration of PVP on Title

6. For the purpose of sections 31(1) and 31(2) of the *Native Vegetation Act 2003*, the Landholder consents to the registration of this PVP in accordance with section 31 of the *Native Vegetation Act 2003*.

Dispute resolution

7. The parties agree to attempt to resolve any dispute in relation to this PVP by negotiation in the first instance. Such negotiation may involve agreeing on a variation to the PVP. However, this clause does not apply to a dispute relating to a possible breach of the *Native Vegetation Act 2003*.
8. Where appropriate, if negotiations are not successful, the CMA agrees to provide a written notice to the Landholder setting out the nature of any contravention and requesting the Landholder to take the steps specified in that notice, in the time specified in that notice, to rectify that contravention. This clause does not apply to a possible breach of the *Native Vegetation Act 2003*.
9. The Landholder agrees to comply with that notice in the time specified in the notice. Failure to comply with that notice is a breach of this plan. If the Landholder does not comply with the notice, the Minister (or delegate) may consider terminating this plan, in accordance with the procedure set out in section 30 of the *Native Vegetation Act 2003*. The CMA or OEH may also take other action under that Act.
10. The landholder also agrees to provide access to the property to officers of the CMA and OEH.

Note: The procedure for varying or terminating a PVP is set out in section 30 of the *Native Vegetation Act 2003* and clause 11 of the *Native Vegetation Regulation 2005*.

Subdivision

11. The Landholder agrees to notify the CMA of any proposal to subdivide the Land.

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12. The Landholder agrees to submit to the CMA an application to vary this PVP to divide it into separate PVPs relating to the Land as subdivided in the same or similar terms to this PVP, if so requested by the CMA.

Apportionment of risk/indemnity

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

Disclosure of Information

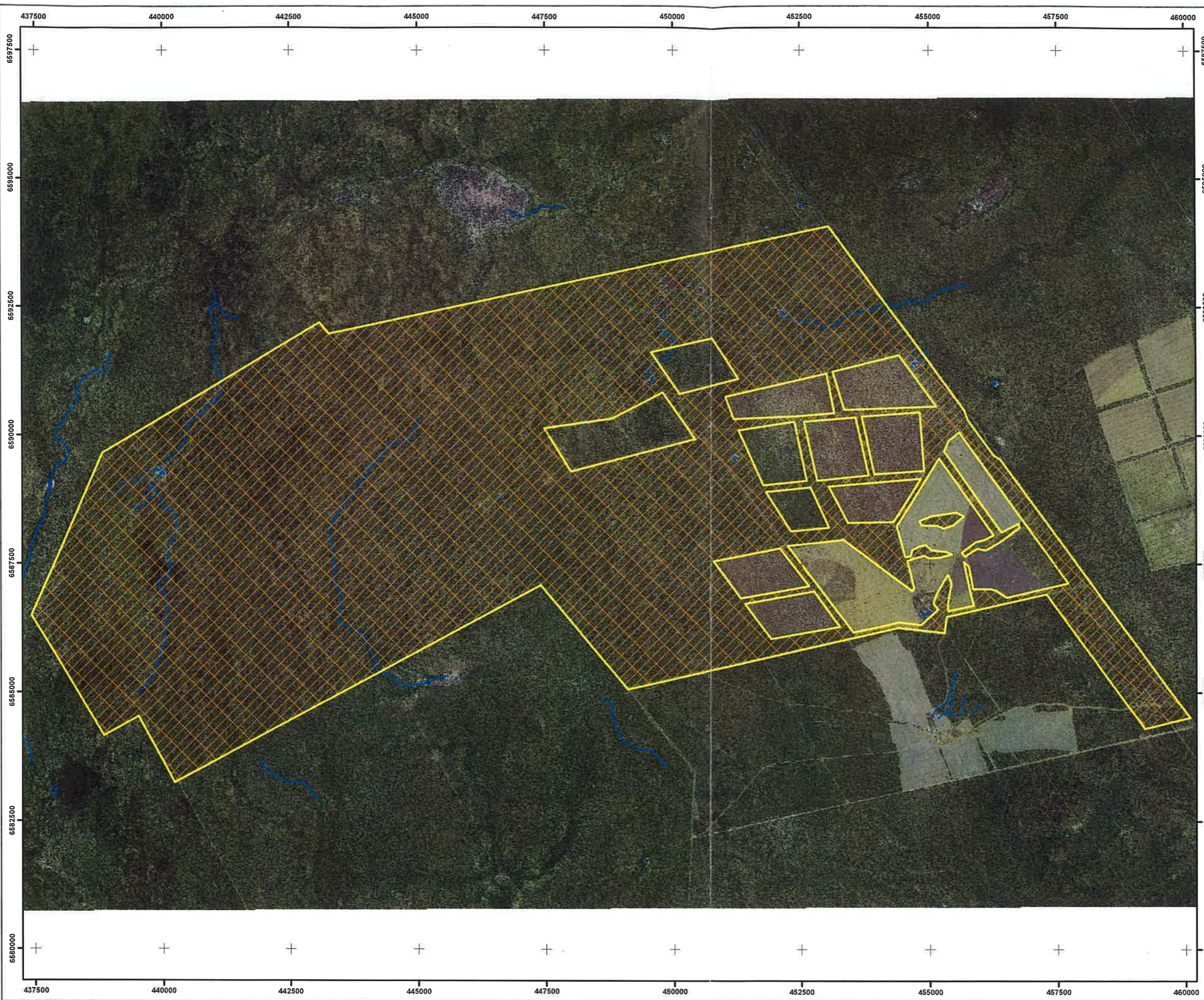
14. Subject to clause 15, personal information contained in this PVP will be treated in accordance with the *Privacy and Personal Information Protection Act 1998*, under which you have rights of access and correction.
15. Information contained in this PVP may be disclosed:
- (i) In the case of a PVP that allows broadscale clearing or that specifies a date for the definition of "regrowth", certain information from the PVP will be included on the register of PVPs and development consents, which will be publicly available on the Internet and available for inspection at the office of the CMA.
 - (ii) to OEH for compliance and statistical purposes.
 - (iii) in circumstances where disclosure is otherwise required or authorised by law, including the Government Information (Public Access) Act 2009.

SCHEDULE FOUR — MAPS

- Map 1 PVP Area and Activities authorised by this PVP.
- Map 2 Not Applicable.
- Map 3 Not Applicable.
- Map 4 Invasive native scrub (INS) zones associated with activities authorised by this PVP.
- Map 5 Not Applicable.

All maps must be printed for each PVP, unless it is not applicable to this PVP




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Native Vegetation Act 2003
Property Vegetation Plan
Map 1
PVP Area and Activities

Request No: 14946
 Name: Janice Mae Paul,
 Glynn Patrick Paul
 Property: Bahloo Station
 COOLABAH NSW 2831

Legend

-  Property
-  INS Extent
-  Drainage Line

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Metres

0 500 1,000 1,500 2,000 2,500 3,000 3,500

1:70,000

1 centimetre = 700 metres

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 Base cadastral, topographic and aerial imagery data supplied by © NSW Land and Property Management Authority.
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Date of Imagery: 10/01/2005

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Prepared by: Kate Nicolson
 Date: 30/08/2011

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Native Vegetation Act 2003 Property Vegetation Plan

Map 4 Invasive Native Scrub Zones

Request No: 14946
Name: Janice Mae Paul,
Glynn Patrick Paul
Property: Bahloo Station
COOLABAH NSW 2831

Legend

- Property
- INS Zones
- Riparian Buffer
- Drainage Line



Metres
0 500 1,000 1,500 2,000 2,500 3,000 3,500

1:70,000
1 centimetre = 700 metres

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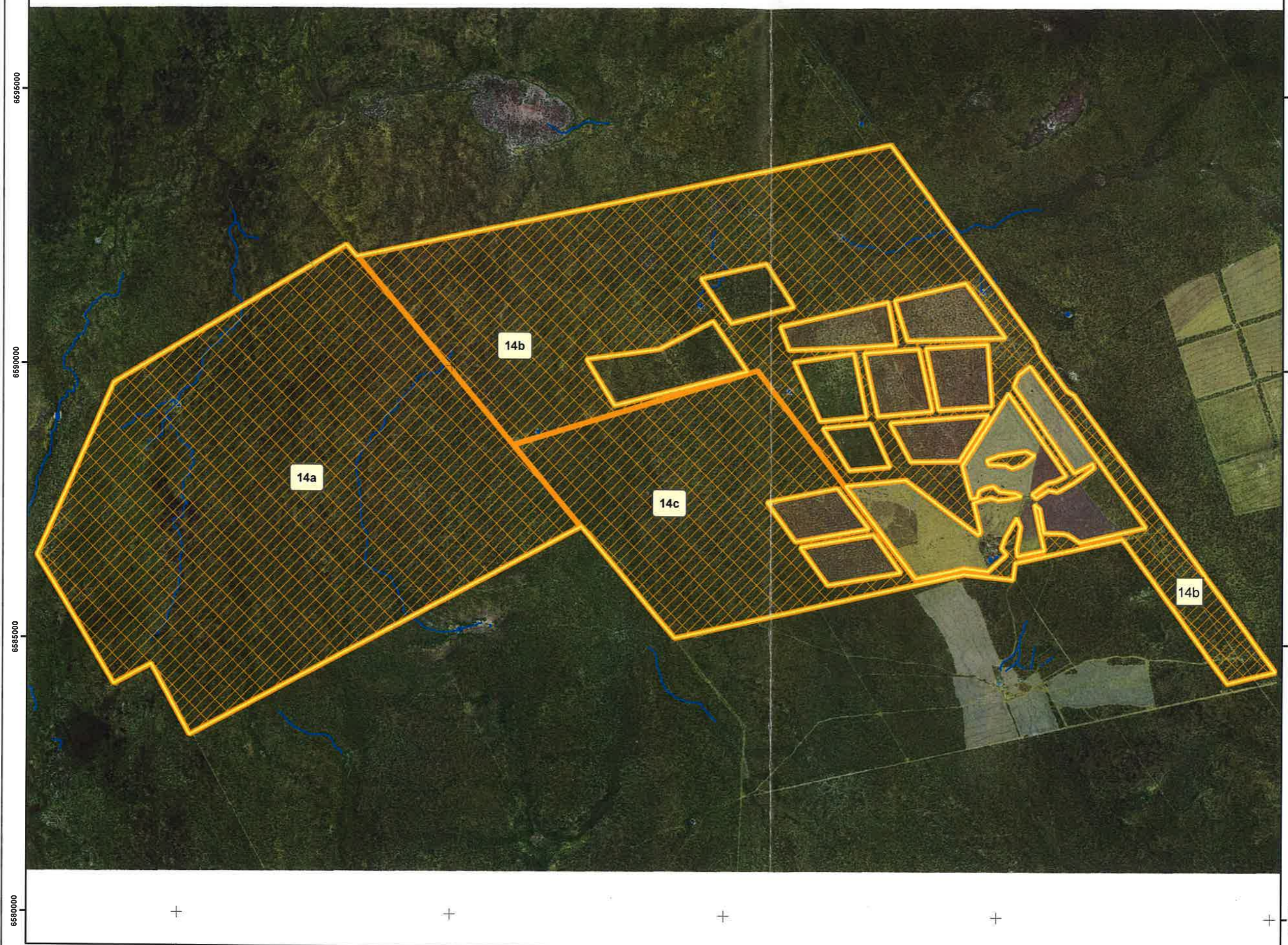
Data Sources
Base cadastral, topographic and aerial imagery data supplied by © NSW Land and Property Management Authority.
Base Satellite Imagery supplied by CNES
Distribution © Spot Image S.A., France, All Rights Reserved
Reference data © NSW Department of Environment Climate Change and Water.

Date of Imagery: 10/01/2005

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Prepared by: Kate Nicolson
Date: 30/08/2011



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