

### SPECIAL CONDITIONS

1. The property is sold as it stands in every respect, subject to any defects whether latent or patent and the Vendor shall not be bound by any advertisement or representation made or given by any agent at any time and the terms of this contract shall represent the sole terms of the agreement between the parties.
2. If the Purchaser defaults in payment of the purchase money or any part of it or of any interest thereon or any other moneys payable to the Vendor under this contract he shall pay interest at the rate of TWELVE PER CENTUM (12%) per annum on the amount in default from the date of such default until the default ceases without prejudice however to the Vendor's other rights under this contract. For the purpose of this clause only time shall be and be deemed to be, of the essence of this contract.
3. The property is believed to have been correctly described in this contract and notwithstanding the measurements or area stated in the description of property hereinbefore mentioned no compensation shall be paid or allowed in respect of any deficiency or excess in the measurements or area of the property should an error or misdescription of the property be made and Clause 7 of this contract shall not apply in such case.
4. In addition to any other rights which may exist at law or in equity any Notice to Complete validly given by one party hereto to the other shall be sufficient as to time if a period of fourteen (14) days from the receipt of the Notice is allowed for completion. A party shall be at liberty at any time to withdraw the said Notice without prejudice to his continuing right to give any further such Notice.
5. Without in any manner negating, limiting or restricting any rights or remedies which would have been available to the Vendor at law or in equity had this clause not been included herein should the Purchaser (or either or any of them if more than one) prior to completion:
  - i) die or become so mentally ill that his or her affairs are liable to be administered by the Master in the Protective Jurisdiction: then the Vendor may rescind this contract by notice in writing forwarded to the Solicitor named as the Purchaser's Solicitor in this contract and thereupon the contract shall be at an end and the provision of Clause 19 hereof shall apply, or
  - ii) be declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors, or being a company resolve to go into liquidation or have a petition for the winding up of the Purchaser presented or enter into any scheme or arrangement with its creditors under the Corporations Law or should any liquidator, receiver or official manager be appointed in respect of the affairs of such Purchaser then the Purchaser shall be deemed to be in default hereunder.

6. The Purchaser shall not make any objection, requisition or claim for compensation by reason of the fact:
  - a) That the fences, walls, eaves and gutters (if any) erected on or surrounding the subject property are found to stand over the boundaries of the subject property and to encroach on any adjacent property or that the fences, walls eaves or gutters (if any) erected on any adjacent property are found to stand over the boundaries of and encroach upon the property hereby sold.
  - b) That the building or any pan thereof does not comply with the Local Government or other ordinances or regulations regarding distance from any boundary and any certificate which the Purchaser requires from the local Council shall be obtained by the Purchaser at his own expense.
7. The Purchaser shall satisfy himself at his own expense as to the identity of the land purchased with that comprised in the particulars of title or abstract of title as the case may be.
8. The Purchasers shall not require prior to completion to register a discharge of any mortgage or a withdrawal of any caveat affecting the subject land, but will accept on completion the duly executed discharge of any such mortgage or withdrawal of any such caveat in respect of the subject land together with the appropriate registration fees thereon.
9. The Vendor will at his expense to the satisfaction of the Wentworth Shire Council observe the requirements and conditions relating to the proposed Plan of Subdivision as set out in Development Application DA18/082 dated 21 January 2019 (a copy of which is annexed hereto). The Purchaser having had the opportunity of reading the said Development Application is deemed to be fully familiar with it and of every part of it and the Vendor is deemed to have complied with any requirement of the Development Application to notify the Purchaser of its terms.

#### **SUBJECT TO REGISTRATION OF PLAN OF SUBDIVISION**

10. This Contract is subject to and conditional upon the following occurring at or prior to the completion date of this Contract:
  - a. The certification by the Wentworth Shire Council of the proposed Plan of Subdivision a copy of which is annexed hereto and marked "Unregistered Plan" and the registration of same by the NSW Land Registry Services ("NSW LRS").
  - b. All survey and legal costs applicable to the certification and registration of the Plan of Subdivision shall be borne by the Vendor.
  - c. The Vendor shall not be responsible for the cost of any tapping and connection fees to the land hereby sold in respect of an electricity supply from Essential Energy, supply of water (if any) or the disposal within the property of septic effluent wastes and drainage.

- d. The purchaser acknowledges the Vendor shall have the right to make such minor amendments or alterations on the proposed Plan of Subdivision as required to either comply with surveying practice or to meet any requirements or requisitions of any statutory body or the NSW LRS.
- e. The Purchaser shall not be entitled to make any objection or requisition or claim any compensation or to rescind or determine this Contract on the grounds that the Plan of Subdivision as registered by NSW LRS is not identical with the proposed Plan of Subdivision marked "Unregistered Plan" as attached to this Contract on the grounds that:
  - i. the measurement on the Plan as registered by NSW LRS does not accord with the copy of the Unregistered Plan as annexed to this Contract;
  - ii. the lot number or street address on the Unregistered Plan change.
  - iii. any other amendments or alterations which has not substantially or materially detrimentally effected the land for which such amendments are made without the consent of the Purchaser.
- f. The Purchaser must not lodge a Caveat against the Certificate of Title to the land hereby sold pending registration of the proposed Plan of Subdivision by the Registrar of Titles.
- g. If the proposed Plan of Subdivision is not registered within eighteen (18) months after the Contract Date the Purchaser may at any time after that period, but before the proposed Plan of Subdivision is registered, avoid the sale. If the Purchaser avoids the sale under this Special Condition 10(g) all monies paid by the Purchaser under this Contract are recoverable by the Purchaser in full and without deduction.

#### **COMPLETION DATE**

- 11. Completion date of this Contract shall be the later of:
  - (a) 90 days from the date of this Contract; or
  - (b) 30 days after the Vendors Solicitors notify the Purchasers Solicitor that the plan of subdivision has been registered.

#### **FENCING**

- 12. The Purchaser acknowledges that the Purchase Price has been reduced to the present sum to reflect the Vendor's contribution to fencing. The Purchaser shall not require the Vendor as owner or occupier of any land adjoining the land hereby sold or otherwise to contribute towards or pay for the costs of any boundary fence.
- 12.1 This Special Condition 12 shall not merge at completion but shall continue to enure for the benefit of the Vendor.

## **RESTRICTION ON THE USE OF LAND**

13. The Purchaser hereby acknowledges that he/she will enter into and abide by the following terms of the Restriction as to User set out as follows:

### **TERMS OF RESTRICTION ON THE USE OF LAND INTENDED TO BE CREATED UPON REGISTRATION OF THE SUBDIVISION**

#### **Terms of Restrictions as to User:**

- (a) Not to use the Lot other than for residential purposes.**
- (b) Not to erect on the Lot or cause or suffer to be erected on the said Lot or allow to remain erected or constructed or built on the said Lot or any part thereof:**
  - (i) Any building (other than usual outbuildings) on the Lot with more than 50 percent of the external walls of any material other than brick (which definition shall not include mud-brick) or brick-veneer stone terracotta block solid or rendered hollow concrete block or other similar building unit or a combination of same laid up unit by unit and set in mortar.**
  - (ii) Any residential dwelling house which has a floor area of less than 150 square meters and the floor area shall include the outer walls thereof such area being calculated by excluding the area of carports garages terraces pergolas and verandas.**
  - (iii) Any building (other than usual outbuildings) which has previously been prefabricated directed constructed or built on any other land or constructed wholly or substantially for transportation to the Lot or any residential building existing on any other land transported to the Lot.**
  - (iv) More than one (1) residential dwelling house on the Lot (with usual outbuildings)**
  - (v) Any outbuilding of any material other than brick (which definition shall not include mud-brick) or brick-veneer stone terracotta block solid or rendered hollow concrete block or panel or other similar building unit laid up unit by unit and set in mortar or with a rendered finish steel panel with baked exterior finish such as Colourbond or Zinalume steel or a combination of same of new materials with dimensions not more than 18 metres in length, 10 metres in width and 3.5 meters in height.**
  - (vi) Any fence on any rear or side boundary of the Lot other than of steel panel with an oven baked exterior finish such as Colourbond of new materials with a height of not less than 1800mm.**
  - (vii) Any front boundary fence.**

(c) Not subdivide the Lot.

The said restrictions as to user may be released varied or modified by the said  
K Whitworth Investments Pty Ltd (ACN 131 676 732) Duxsuper Pty Ltd (ACN  
005 433 536)

**DEPOSIT**

14. Notwithstanding anything to the contrary herein contained the Purchaser acknowledges that a ten percent (10%) deposit shall be paid

**GUARANTEE AND INDEMNITY**

15. In the event that the Purchaser hereunder is a Corporation the persons who have executed this Contract for and on behalf of the Purchaser shall also execute the guarantee hereto.

**SUBJECT TO FINANCE**

16. (a) This sale is subject to the Purchaser obtaining written approval of finance as follows:

Lender:	Reputable Lending Authority
Loan amount:	Not less than sufficient funds to complete this Contract
Approval date:	14 days from the Contract Date

(b) If a lender is nominated at Special Condition 16(a) this Contract is subject to the lender approving the loan on the security of the land by the approval date referred to at Special Condition 16(a) or any later approval date allowed by the Vendor. The Purchaser may end the Contract if the loan is not approved by the approval date only if the Purchaser:

- i. has made immediate application for the loan;
- ii. has done everything reasonably required to obtain approval of the loan;
- iii. serves written notice ending the Contract on the Vendor on or before two business days after the approval date; and
- iv. is not in default under any other condition of this Contract when the notice is given.

In the event that this Contract is ended in accordance with this Special Condition 10 then all monies paid by the Purchasers shall be refunded to the Purchaser in full and without deduction.

## Contract for the sale and purchase of land 2019 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW DAN:</b>
vendor's agent	<b>Collie and Tierney First National Real Estate</b> 67 Lime Avenue, Mildura Victoria	Phone: 5021 2200 Ref: B Love
co-agent		
vendor	<b>Duxsuper Pty Ltd ACN 005 433 536 of 234 Deakin Avenue, Mildura VIC 3500</b> <b>K Whitworth Investments Pty Ltd ACN 131 676 732 of 234 Deakin Avenue, Mildura VIC 3500</b>	
vendor's solicitor	<b>John Irwin Legal</b> 161A Lime Avenue, Mildura VIC 3500 PO Box 10130, Mildura Victoria 3502	Phone: 03 4009 0066 Email: admin@johnirwinlegal.com.au Fax: Ref: KLH:20/0463
date for completion land (address, plan details and title reference)	<b>Refer Special Condition 11</b> Lot on proposed plan of subdivision prepared by Freeman & Freeman (annexed hereto) being part of the land in Lot 3 on Plan DP 870775 and more particularly described in Certificate of Title Folio Identifier 3/870775	(clause 15)
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: vacant land	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

buyer's agent

vendor

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

witness

purchaser

JOINT TENANTS     tenants in common     in unequal shares

witness

**Choices**

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

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

**Electronic transaction** (clause 30)

no  YES

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

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

Land tax is adjustable

NO  yes

GST: Taxable supply

NO  yes in full  yes to an extent

Margin scheme will be used in making the taxable supply

NO  yes

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

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

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

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

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

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

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

Supplier's name:

**TO BE ADVISED**

Supplier's ABN:

Supplier's GST branch address (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *GSTRW payment*:

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

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

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

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

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

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

## List of Documents

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

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



**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

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

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

### DISPUTES

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

### AUCTIONS

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

**WARNINGS**

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );
<i>GSTRW rate</i>	the rate determined under ss 14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

**2 Deposit and other payments before completion**

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

- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.
- 3 Deposit-bond**
- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Transfer**
- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.
- 5 Requisitions**
- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *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 serving 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 serving 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 serving a notice. After the *termination* the vendor can –

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

**10 Restrictions on rights of purchaser**

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

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

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

#### 14 Adjustments

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

#### 15 Date for completion

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

#### 16 Completion

##### • Vendor

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



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

**20 Miscellaneous**

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 served if it is served by the *party* or the *party's solicitor*;
- 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
- 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.
- 23 Strata or community title**
- **Definitions and modifications**
- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
  - a change from a development or management contract or statement set out in this contract; or
  - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

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

**24 Tenancies**

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

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

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

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

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

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

### 31 Foreign Resident Capital Gains Withholding

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

### 32 Residential off the plan contract

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





**LAND  
REGISTRY Title Search  
SERVICES**



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 3/870775

SEARCH DATE	TIME	EDITION NO	DATE
15/7/2020	3:48 PM	8	28/6/2018

LAND

LOT 3 IN DEPOSITED PLAN 870775  
AT BURONGA  
LOCAL GOVERNMENT AREA WENTWORTH  
PARISH OF GOL GOL COUNTY OF WENTWORTH  
TITLE DIAGRAM DP870775

FIRST SCHEDULE

DUXSUPER PTY LTD  
K WHITWORTH INVESTMENTS PTY LTD  
AS JOINT TENANTS (T AN453976)

SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS (S.171 CROWN LANDS ACT 1989)
- 2 DP870775 EASEMENT FOR RIGHT OF CARRIAGEWAY FOR RISING MAIN TO DRIAN WATER AND SEWAGE AND TO SUPPLY WATER TELEPHONE & ELECTRICITY VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 3 DP870775 EASEMENT TO DRAIN SEWAGE 3 WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 DP870775 EASEMENT FOR RISING MAIN 3 WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 AJ888981 EASEMENT TO DRAIN WATER AFFECTING THE PART DESIGNATED (AA) IN PLAN WITH AJ888981

NOTATIONS

UNREGISTERED DEALINGS: NIL

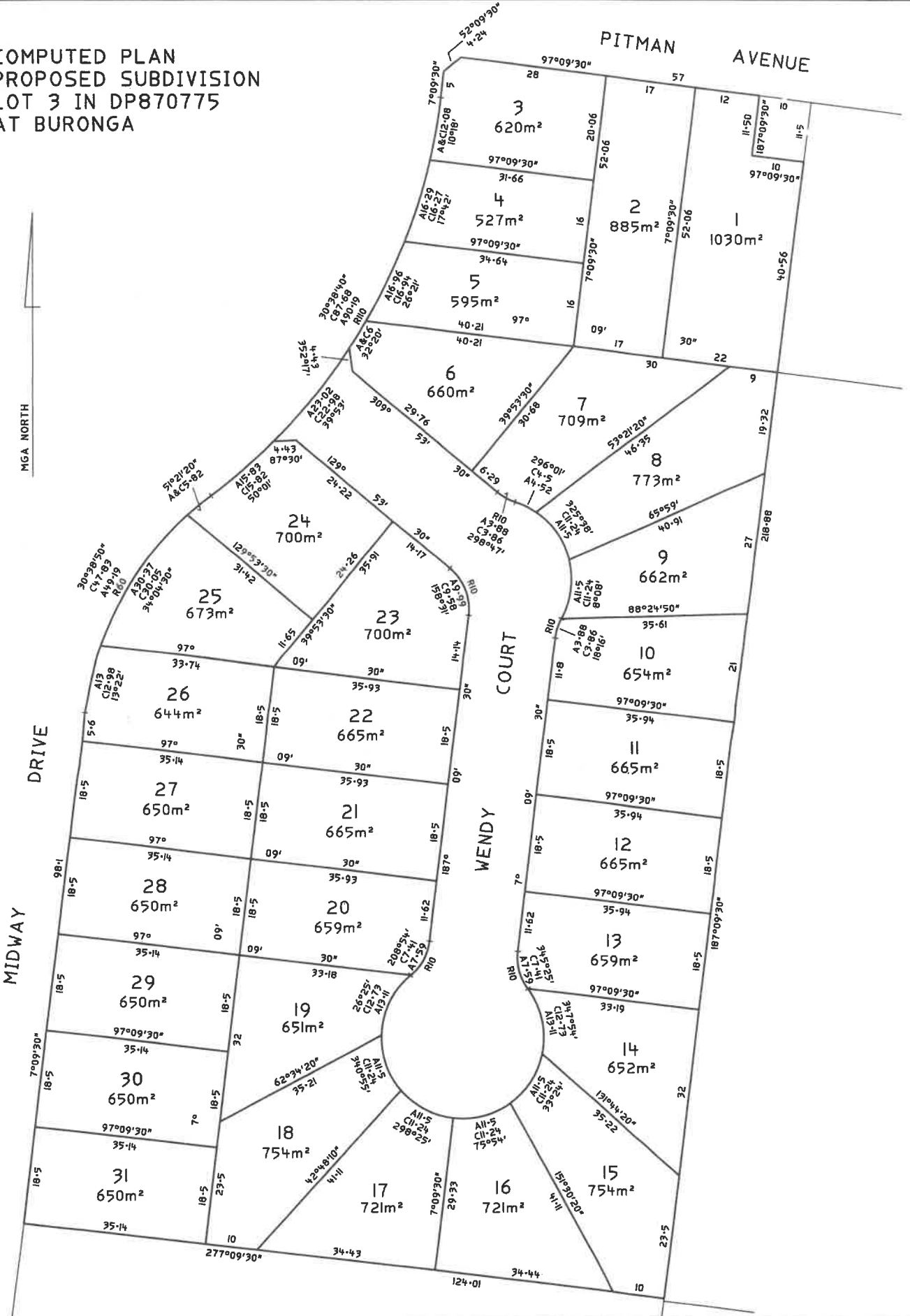
\*\*\* END OF SEARCH \*\*\*

20/0463

PRINTED ON 15/7/2020

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

COMPUTED PLAN  
 PROPOSED SUBDIVISION  
 LOT 3 IN DP870775  
 AT BURONGA



MGA NORTH

MIDWAY DRIVE

PITMAN AVENUE

WENDY COURT

SCALE 5 0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL	SURVEYOR'S REFERENCE
	SCALE 1:500	SHEET SIZE A2
		MARCH 2019 VERSION 1

**FREEMAN & FREEMAN**

LAND SURVEYORS  
 PO BOX 2135 MILDURA VIC 3502  
 TELEPHONE: (03) 50236239  
 EMAIL: ffsurvey@noble.com.au



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND  
RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT  
TO SECTION 88B, CONVEYANCING ACT, 1919**

Lengths are in metres

SHEET 1 of 5 SHEETS

**PART 1**

Plan: **DP 870775** Subdivision of Lot 124 in DP756946

Full name and address of proprietor of Lots 124 in DP756946  
JOHN ERIC KELLY and MARGARET KELLY, both of Irymple in Victoria

1. Identity and easement referred to in abovementioned plan  
Easement for Right of Carriageway, for Rising Main, to Drain Water and Sewage and to Supply Water, Telephone & Electricity Variable Width

**Schedule of lots etc affected**

Lot burdened	Lot benefited
<i>ACH</i> <i>KDS</i> 1	(Wentworth Shire Council, Telstra (and Australian Inland Energy
2	{ 1
3	3
4	}

2. Identity and easement referred to in abovementioned plan  
Easement to Drain Sewage 3 Wide

**Schedule of lots etc affected**

Lot burdened	Lot benefited
<i>ACH</i> <i>KDS</i> 3	(Wentworth Shire Council
	{ 1
	2

This is Sheet 1 of a 6 Sheet Instrument

  
John Eric KELLY

  
Margaret Kelly

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND  
RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT  
TO SECTION 88B, CONVEYANCING ACT, 1919**

Lengths are in metres

SHEET 2 of 5 SHEETS

Plan: **DP 870775**

Subdivision of Lot 124  
in DP 756946

3. Identity and easement  
referred to in abovementioned  
plan

Easement for Rising Main  
3 Wide

**Schedule of lots etc affected**

Lot burdened

Lot benefited

*2.00m  
mk*  
*D.S.*  
*2*  
*3*

Wentworth Shire Council  
Wentworth Shire Council

4. Identity and easement  
referred to in abovementioned  
plan

Easement to Drain  
Water 3 Wide

**Schedule of lots etc affected**

Lot burdened

Lot benefited

*2.00m  
mk*  
*D.S.*  
*2*  
*Council*

{ 1  
Wentworth Shire  
Council

This is Sheet 2 of a 5 Sheet Instrument

*John Eric Kelly*  
John Eric KELLY

*Margaret Kelly*  
Margaret Kelly

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND  
RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT  
TO SECTION 88B, CONVEYANCING ACT, 1919**

Lengths are in metres

SHEET 3 of 5 SHEETS

Plan: **DP 870775**

Subdivision of Lot 124  
in DP 756946

**PART 2**

**1. TERMS OF EASEMENT FOR RIGHT OF CARRIAGEWAY, FOR RISING MAIN,  
TO DRAIN WATER & SEWAGE AND TO SUPPLY WATER, TELEPHONE &  
ELECTRICITY VARIABLE WIDTH.**

Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment, and every person authorised by him to go, pass and repass at all times and for all purposes with or without animals or vehicles or both to and from the said dominant tenement or any such part thereof.

and

Full and free right for every person (the Grantee) who is at anytime entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment and every person authorised by the grantee from time to time and at all times for the purpose of rising mains and drainage and supply of water and sewage<sup>4</sup> by means of pipes to drain and/ or convey<sup>4</sup> TELEPHONE & ELECTRICITY water across and through the land herein indicated as the servient tenement together with the right to use for the purpose of the easement any line or lines or pipes already laid or pipes laid or constructed in replacement or substitution therefor together with the right for the grantee and every person authorised by the grantee with any tools implements or machinery necessary for the purpose to enter upon the servient tenement and to remain there for any reasonable time for the purpose of laying, inspecting, cleaning, repairing, maintaining or renewing any such rising mains, pipelines<sup>4</sup> or any part thereof and for any<sup>4</sup> OR LINES of the aforesaid purposes to open the soil of the servient tenement to such extent as may be necessary provided that the grantee and all persons authorised by the grantee shall take all necessary precautions to ensure as little disturbance as possible to the surface of the servient tenement

**3. TERMS OF EASEMENT FOR RISING MAIN 3 WIDE**

Full and free right for every person (the Grantee) who is at anytime entitled to an estate or interest in possession in the

This is sheet 3 of a 5 sheet document

  
John Eric KELLY

  
Margaret Kelly

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND  
RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT  
TO SECTION 88B, CONVEYANCING ACT, 1919**

Lengths are in metres

SHEET 4 of 5 SHEETS

Plan:

**DP 870775**

Subdivision of Lot 124  
in DP 756946

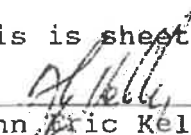
**PART 2 (cont.)**

and herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment and every person authorised by the grantee from time to time and at all times for the purpose of rising mains and drainage and supply of water and sewage by means of pipes to drain and/ or convey water across and through the land herein indicated as the servient tenement together with the right to use for the purpose of the easement any line or lines or pipes already laid or pipes laid or constructed in replacement or substitution therefor together with the right for the grantee and every person authorised by the grantee with any tools implements or machinery necessary for the purpose to enter upon the servient tenement and to remain there for any reasonable time for the purpose of laying, inspecting, cleaning, repairing, maintaining or renewing any such rising mains, pipelines or any part thereof and for any of the aforesaid purposes to open the soil of the servient tenement to such extent as may be necessary provided that the grantee and all persons authorised by the grantee shall take all necessary precautions to ensure as little disturbance as possible to the surface of the servient tenement

**4. TERMS OF EASEMENT TO DRAIN WATER 3 WIDE**

Full and free right for every person (the Grantee) who is at anytime entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment and every person authorised by the grantee from time to time and at all times by means of pipes to drain sewage across and through the land herein indicated as the servient tenement together with the right to use for the purpose of the easement any line or lines or pipes already laid or pipes laid or constructed in replacement or substitution therefor together with the right for the grantee and every person authorised by the grantee with any tools implements or machinery necessary for the purpose to enter upon the servient tenement and to remain there for any reasonable time for the purpose of laying, inspecting, cleaning, repairing, maintaining or renewing any such pipelines or any part thereof and for any of the aforesaid purposes to open the soil of the servient tenement to such extent as may be necessary provided that the grantee and all persons authorised by the grantee shall take all necessary precautions to ensure as little disturbance as possible to the surface of the servient tenement

This is sheet 4 of a 4 sheet Instrument

  
John Eric Kelly

  
Margaret Kelly

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND  
RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT  
TO SECTION 88B, CONVEYANCING ACT, 1919**

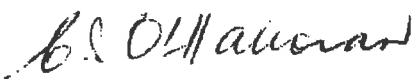
Lengths are in metres

SHEET 5 of 5 SHEETS

Plan: **DP 870775**

Subdivision of Lot 124 in  
DP 756946

SIGNED by the said JOHN ERIC KELLY )  
MARGARET KELLY in the presence of: )  
who is personally known to me: )



CORINNE JULIE  
O'HALLORAN

Signature of Witness

Name of Witness

Qualification of Witness.

*Justice of Peace  
NSW*

DESMOND STANLEY BROADSTOCK, the Mortgagee under Instrument of  
Morgage No. 3092552 HEREBY CONSENTS to the within Instrument

SIGNED by the said DESMOND STANLEY )  
BROADSTOCK in the presence of: )



who is personally known to me:



Signature of Witness

Name of Witness

*Bryn Byrnes*

Qualification of Witness.

*Clerk to Legal Practitioners.*

REGISTERED  *26 8-1997*





Form: 01TG  
Release: 3-1

**TRANSFER  
GRANTING EASEMENT**  
New South Wales  
Real Property Act 1900

**AJ888981A**

**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.

I am authorised to make the alterations to my transfer with the easement Stewart was as solicitor for the parties.

**(A) TORRENS TITLE**

Servient Tenement 3/870775	Dominant Tenement 26/1187677
-------------------------------	---------------------------------

**(B) LODGED BY**

PLAN FEE PAID  
ON INV. &  
C 682256 E

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
28A	LLPN: SAI GLOBAL Property 124247U DX 885 SYDNEY 02 9210 0700 Reference: MAIR - 8 4856855	TG

**(C) TRANSFEROR  
FLODGED**

Splash Park Land Pty Ltd A.C.N. 161 590 923

**(D) 29 DEC 2015**

The transferor acknowledges receipt of the consideration of \$ 1.00 and transfers and grants—

**(E) DESCRIPTION OF EASEMENT**

TIME: 11.30

An easement to drain water ~~particulars of which are contained in the annexures hereto marked 'A' and 'B'~~ within Lot 3 in DP 870775 shown "A.A" - Easement to Drain Water 3 Wide on Annexure "B" annexed hereto out of the servient tenement and appurtenant to the dominant tenement.

**(F) ENCUMBRANCES (if applicable):**

**(G) TRANSFEREE**

Noel Hamilton Pound

DATE 29.09.15

**(H) Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.**

Company: Splash Park Land Pty Ltd A.C.N. 161 590 923  
Authority: section 127 of the Corporations Act 2001

Signature of authorised person: [Signature]  
Name of authorised person: Robert Alexander McDougall  
Office held: Director

Signature of authorised person: [Signature]  
Name of authorised person: Sonia Marie Floyd  
Office held: Secretary

I certify I am an eligible witness and that the transferee signed this dealing in my presence.  
[See note\* below]

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

Signature of witness: [Signature]  
Name of witness: Colin Grant McLeod  
Address of witness: 28 Crump Road, Centrose, Victoria, Australia  
Australian Legal Practitioner within the meaning of the Legal Profession Uniform Law (Victoria)

Signature of transferee: [Signature]

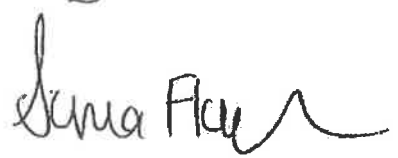
Annexure A to TRANSFER GRANTING EASEMENT

Parties:  
Splash Park Land Pty Ltd  
~~Robert Alexander McDougall, Noel Hamilton Pound and Cheryl Jean Pound~~

Dated: 29.09.15

An easement to drain water <sup>within Lot 3 in DP 870775 the definition</sup> ~~particulars~~ of which are contained in Part 3 of Schedule 8 of the Conveyancing Act 1919 over that part of the servient tenement as is marked "AA" on the plan of creation of easement (2pages) annexed hereto and marked "B".

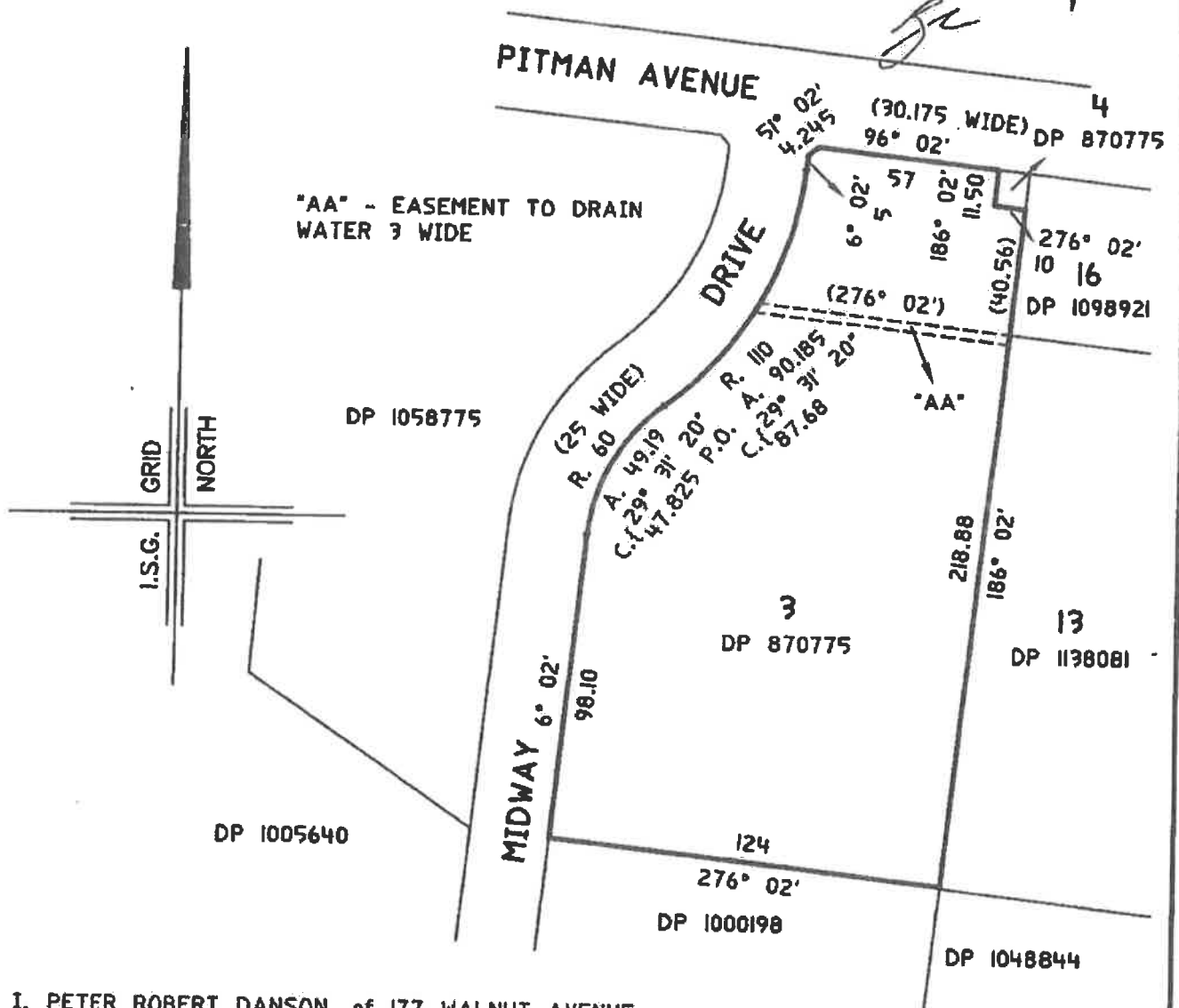
The alterations to this Annexure page have been made by John Stewart Innes on 21/12/2015 as Solicitor for the parties and I am authorized to make the alterations



Annexure 'B' to Transfer Granting Easement  
**PLAN OF PROPOSED EASEMENT  
TO DRAIN WATER  
WITHIN LOT 3 IN DP 870775**  
L.G.A.: WENTWORTH  
LOCALITY: BURONGA  
PARISH: GOL GOL  
COUNTY: WENTWORTH  
REDUCTION RATIO 1:2000 (A4 PLAN)

SURVEYOR'S REF: 8048

*29.09.13*  
*[Signature]*  
*James Haydn*  
*[Signature]*



I, PETER ROBERT DANSON, of 177 WALNUT AVENUE  
MILDURA, a surveyor registered under the Surveying and  
Spatial Information Act 2002, do hereby certify that the  
plan was prepared by me on 8th February 2013.

*[Signature]*  
REGISTERED SURVEYOR

# SUBJECT LAND - LOT 3 IN DP 870775

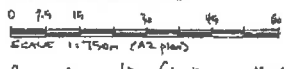
## SITE AND SURROUNDS



Disclaimer: This report has been generated by various sources and is provided for information purposes only. Spatial Services does not warrant or represent that the information is free from errors or omission, or that it is exhaustive. Spatial Services gives no warranty in relation to the information, especially material supplied by third parties. Spatial Services accepts no liability for loss, damage, or costs that you may incur relating to any use or reliance upon the information in this report.

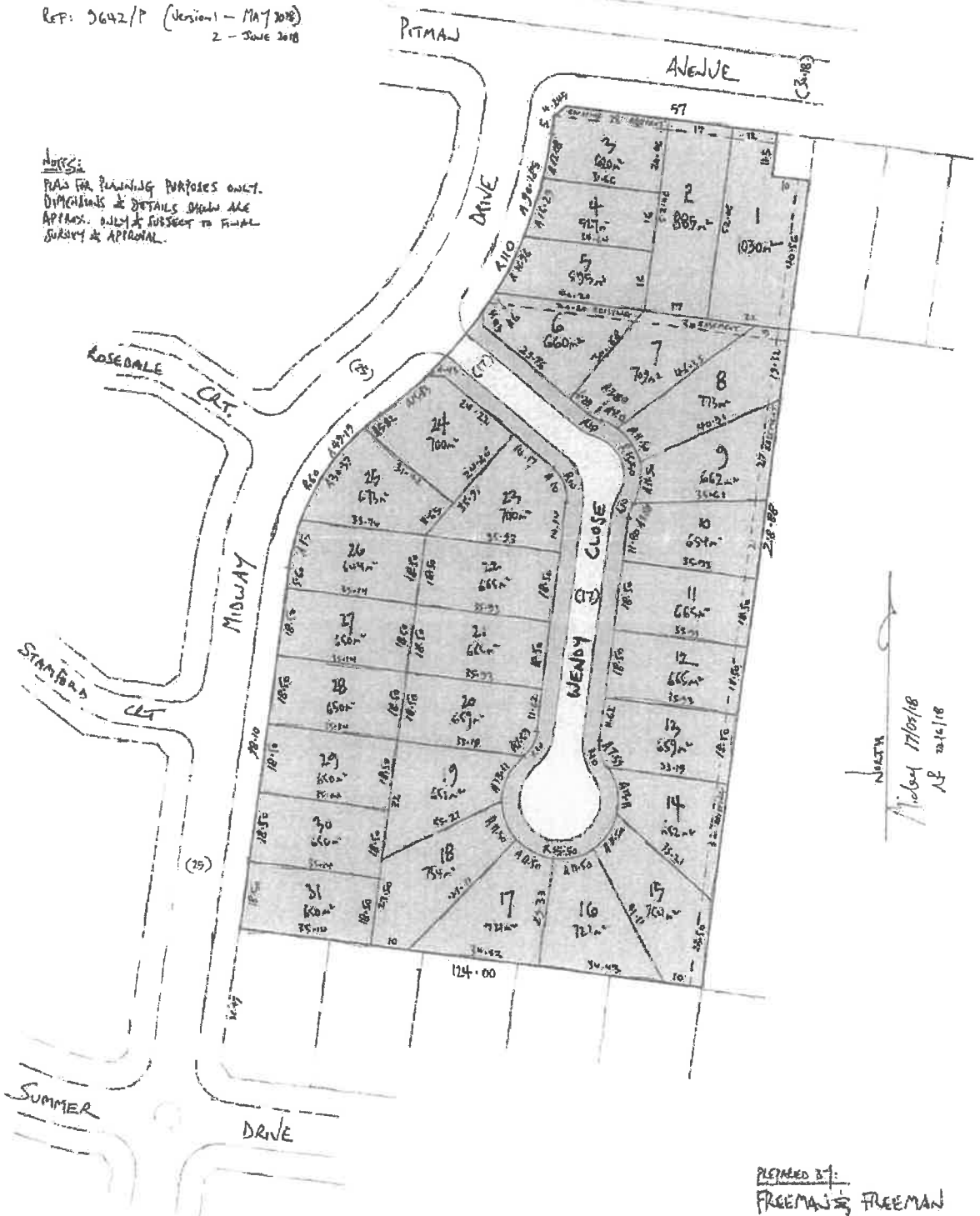
PLAN OF  
PROPOSED SUBDIVISION  
Lot 3 of DP 870775  
AT BURONGA

Wentworth Shire Council  
 Development Consent  
 Development Application No: DA 2018/052  
 Date of Consent: 31/01/2019  
 Signed - Council Delegate



REF: 0642/P (Version 1 - MAY 2018)  
 2 - JUNE 2018

NOTES:  
 PLAN FOR PLANNING PURPOSES ONLY.  
 DIMENSIONS & DETAILS SHOWN ARE  
 APPROX. ONLY & SUBJECT TO FINAL  
 SURVEY & APPROVAL.



NORTH  
 Midway 17/03/18  
 AP 20/16/18

PREPARED BY:  
 FREEMAN & FREEMAN  
 LAND SURVEYORS  
 MILDURA  
 PH. 50 236233  
 E. ff.survey@noble.com.au



# Wentworth Shire Council

26-28 Adelaide Street WENTWORTH NSW 2648  
PO Box 81 WENTWORTH NSW 2648

Our Reference: PB: DOC/19/1890  
Your Reference: DA2018/082  
Contact: Health & Planning Division  
Phone: 03 5027 5027  
Date: 31 January 2019

Freeman & Freeman  
PO Box 2135  
**MILDURA PRIVATE BOXES VIC 3502**

Email: [ffsurvey@ncable.com.au](mailto:ffsurvey@ncable.com.au)

Dear Michael

## **DA2018/082 THIRTY ONE (31) LOT SUBDIVISION MIDWAY DRIVE LOT 3 DP 870775 BURONGA**

I refer to your development application regarding the above mentioned property. Development consent has now been granted subject to conditions. Please read the attached notice of determination and conditions contained within schedule 1 carefully to ensure your obligations in regard to this consent are adhered to.

Please note the granting of a development consent is not an approval to start work associated with the development. Prior to any work involving subdivision work a construction certificate is to be obtained from Wentworth Shire Council or an accredited certifier, and a principal certifying authority is to be appointed by the person having the benefit of the development consent (i.e. - the owner). Please note a contractor or other person carrying out subdivision work may not appoint the principal certifying authority.

Should you require any further information please contact the Health & Planning Division 03 5027 5027.

Yours faithfully

**MICHELE BOS**  
**ACTING DIRECTOR HEALTH & PLANNING**  
**ATTACHMENT**

CC: Duxsuper Pty Ltd and K Whitworth Investments Pty Ltd  
[robert@mildura4wd.com.au](mailto:robert@mildura4wd.com.au)  
[kwearth@tpg.com.au](mailto:kwearth@tpg.com.au)



Health & Planning Division  
26-28 Adelaide Street  
Po Box 81  
WENTWORTH NSW 2648  
Tel: 03 5027 5027  
[council@wentworth.nsw.gov.au](mailto:council@wentworth.nsw.gov.au)

## Notice of Determination of a Development Application

issued under the *Environmental Planning and Assessment Act 1979*  
Section 4.18(1)

<b>Our Ref:</b>	DOC/19/1890
<b>Development application no:</b>	DA2018/082
<b>Applicant name:</b>	Freeman & Freeman
<b>Applicant address:</b>	PO Box 2135 MILDURA PRIVATE BOXES VIC 3502
<b>Owner name:</b>	Duxsuper Pty Ltd and K Whitworth Investments Pty Ltd
<b>Owner address:</b>	PO Box 248 GOL GOL NSW 2738
<b>Land to be developed:</b>	Midway Drive Lot 3 DP 870775 BURONGA
<b>Type of approved development:</b>	Thirty one (31) lot subdivision
<b>Determination:</b>	In accordance with Section 4.16 of the EP&A Act 1979 your application has been granted subject to conditions.
<b>Conditions of granting consent and reasons</b>	The conditions imposed on the consent in accordance with Section 4.17 of the EP&A Act 1979 and the reason for imposition of those conditions are attached as Schedule 1.
<b>Review of determination</b>	Section 8.2 to Section 8.5 of the EP&A Act 1979 provides that the applicant may request Council review a condition(s) of the development consent. Any such request for a review of the determination by Council must be lodged with Council within six (6) months (as provided by Sec 8.7 and Sec 8.10 of the Act)
<b>Right of appeal of determination:</b>	An applicant who is dissatisfied which the determination of their development application (including a determination on a review under Section 8.2 to Section 8.5) may appeal to the Land and Environment Court within 6 months after; a) the date on which the applicant receives this notice of determination or review, or b) the date on which the application is taken to have been determined. (refer to Sec 8.7 and Sec 8.10 of the EP&A Act).
<b>Date of determination:</b>	31 January 2019
<b>Date from which consent operates:</b>	31 January 2019 <i>Note - If granted subject to a condition that the consent is not to operate until the applicant satisfies a consent authority with respect to a particular condition then the date from which the determination operates must not be endorsed on the application until that condition has been satisfied.</i>

<b>Date on which consent lapses:</b>	30 January 2024 at midnight <i>(refer to Sec 4.53 and Sec 4.54 &amp; Sec 8.22 of the EP&amp;A Act)</i>
<b>Building Code of Australia building classification</b>	N/A
<b>Details of any review by Planning Assessment Commission</b>	N/A
<b>Integrated development approval bodies that have given general terms of approval in relation to the development as per section 4.50 of the EP&amp;A Act</b>	N/A
<b>Rights of appeal of objectors</b>	N/A
<b>Other approvals</b> List Local Government Act 1993 approvals granted under S 78A(5)	N/A



**Signed**

**MICHELE BOS**  
**ACTING DIRECTOR HEALTH & PLANNING**  
**under delegation on behalf of the Shire of Wentworth**

**Date**

31 January 2019

- Note 1** *If there is any discrepancy between the approved plan attached to this determination and the conditions in Schedule No 1 to this determination, then the conditions override the plan. All conditions listed in Schedule No 1 must be complied with to comply with this consent*
- Note 2** *Schedule 2 contains advisory notes which assists in compliance with conditions listed in Schedule 1.*
- Note 3** *This approval relates to development consent only and before any building, demolition or subdivision works are carried out a construction certificate must be obtained.*



**DA2018/082 RESIDENTIAL 31 LOT SUBDIVISION 35 MIDWAY DRIVE LOT 3 DP 870775 BURONGA**

**SCHEDULE 1**

**PRESCRIBED CONDITIONS**

- 1 The development is to be undertaken in accordance with the prescribed conditions of Part 6 – Division 8A of the *Environmental Planning & Assessment Regulation 2000*.
- 2 A sign must be erected in a prominent position on any site on which building work, subdivision work or demolition work is being carried out:
  - I. Showing the name, address and telephone number of the principal certifying authority for the work, and
  - II. Showing the name of principal contractor (if any) for any building work and a telephone number on which that person may be contacted outside working hours, and
  - III. Stating that unauthorized entry to the work site is prohibited.
- 3 Any such sign is to be maintained while the building work, subdivision work or demolition work is being carried out, but must be removed when the work has been completed.

**PART A – ADMINISTRATIVE CONDITIONS**

**4 *Development Description***

Project Approval is granted for the following works:

- Subdivision of the site into 31 lots;
- Associated bulk earthworks;
- Infrastructure works including, drainage works and utility services provision;
- Landscaping works.

**5 *Development in Accordance with Plans and Documentation***

The development shall be in accordance with the following plans, documentation and recommendations made therein:

- Plan of Proposed Subdivision by Freeman & Freeman, Ref: 9642/P, Version 2, Dated: June 2018.
- Subject Land Aerial provided by applicant

**6 *Staging***

This consent does not provide for staging of the development. Any future staging will require separate consent or an amendment to this consent.

**7 *Inconsistency between plans and documentation***

In the event of any inconsistency between the conditions of this development approval, the plans and documentation referred to above and the proponent's final Statement of Commitments, the conditions of this development approval prevail.

**8 *Compliance with Relevant Legislation and Australian Standards***

The proponent shall comply with all relevant Australian Standards and Codes (including Building Code of Australia) and obtain all necessary approvals required by State and Commonwealth legislation in undertaking a development described in condition 4 of this approval.

**9      *Mediation***

Where this approval requires further consent from Council or another Authority, the parties shall not act unreasonably, preventing an agreement from being reached. In the event that an agreement is unable to be reached within 3 months or a timeframe otherwise agreed to by the General Manager, the matter is to be referred to the General Manager for resolution. All areas of disagreement and the position of each party are to be clearly stated to facilitate resolution.

- 10**      This approval does not provide any indemnity to the owner or applicant under the Disability Discrimination Act 1992 in respect to the provision of access and facilities for people with disabilities.

**PART B – PRIOR TO COMMENCEMENT OF WORK**

**11      *Certificates / Engineering Details – General***

1. A Construction Certificate is to be issued by the Principle Certifying Authority prior to the commencement of any works. The application for this certificate is to satisfy all of the requirements of the Environmental Planning and Assessment regulation 2000.
2. Prior to the issue of a Construction Certificate, the proponent must apply under section 305 of the Water Management Act 2000 to Council as the Water Supply Authority for any works and contributions required for the obtaining of a section 307 Certificate of Compliance.
3. Prior to preparation of any engineering design plans, the consultant preparing the design plans shall consult Council's Health & Planning Department to discuss the extent and scope of all works and details required on the design plans to meet the requirements of Council.

**12      *Construction Management Plan***

1. Prior to the issue of a Construction Certificate, a Construction Management Plan shall be submitted to and approved by the Principal Certifying Authority. The Plan shall address, but not be limited to the following:
  - a. Hours of work;
  - b. Contact details of site manager;
  - c. Written notice to the Principle Certifying Authority and Council if Council is not the PCA prior to commencement of works on site;
  - d. Induction procedures for all site workers on measures to protect aboriginal heritage;
  - e. Integration of the following management plans:
    - i. Construction traffic management
    - ii. Noise and vibration management
    - iii. Waste management
    - iv. Erosion and sediment control
2. The Construction Management Plan shall document the proposed method of work within the construction site boundaries with regard to the health and safety of the public and the effect on the road reserve must be submitted to and approved by the Principal Certifying Authority prior to the issue of the Construction Certificate. If any part of the road reserve or public land is proposed for long term (exceeding 24 hours) inclusion in the construction site boundaries, this area must be identified in the Construction Management Plan. The proponent shall submit a copy to Council.

**13 Construction Traffic Management Plan**

1. Prior to the issue of a Construction Certificate, a Construction Traffic Management Plan (CTMP) prepared in consultation with Council and RMS by a suitably qualified person shall be submitted to and approved by the Principal Certifying Authority. The Plan shall address, but not be limited to, the following matters:
  - a. Proposals for reducing any impact of the construction site on the adjacent traffic network, Early learning facility and nearby Midway Centre; and
  - b. Traffic management of short term activities such as delivery of materials;
  - c. Accessing, exiting and parking in and near the work site by trucks, tradesmen work vehicles and the like;
  - d. Mitigation measures to ensure that delivery trucks and trade vehicles do not deposit any spoil on public roadways;
  - e. Loading and unloading, including construction zones;
  - f. Predicted traffic volumes, including traffic generated from the adjacent early learning facility, during the peak traffic times before and after hours, types and routes;
  - g. Pedestrian and traffic management methods;
  - h. Specific pedestrian / traffic measures in place for the protection of children from the early learning facility during the peak morning and afternoon drop off times;
  - i. Public consultation procedures – procedures to be put in place for notification of surrounding residents of the relevant details of the CTMP and details of complaint handling procedures.
2. The proponent shall submit a copy to Council.

**14 Construction Waste Management**

1. Prior to the issue of a Construction Certificate, the proponent shall submit a Waste Management Plan prepared by a suitably qualified person. An onsite storage area for reuse, recycling and disposal of materials is to be provided during construction.
2. During construction, materials must be reused, recycled or disposed of in accordance with the Waste Management Plan.

**15 Environmental Management Plan**

Prior to the issue of a Construction Certificate, the proponent is to submit an Environmental Management Plan to Council for approval. The plan is to integrate the following management plans to ensure their implementation will complement each other and maximise the environmental outcomes of their performance.

- **Stormwater Management Plan**
  - The provision of a stormwater system with water quality control facilities required to treat stormwater runoff from the development in accordance with Australian Runoff Quality Guidelines.
- **Erosion and Sediment Control plan**
  - Design Plans for the control of soil erosion on the site and the prevention of silt discharge into drainage systems.

**16 Landscaping Plan**

1. Prior to the issue of a Construction Certificate, a detailed landscape plan is to be prepared by a suitably qualified person. The plan is to be submitted to and approved by Council. The plan is to include, but not limited to the following:
  - a. Details of street planting with appropriate locally endemic species;
  - b. Pathways in the road reserve and seating;
  - c. Details on weed control;
  - d. Details of on-going maintenance requirements; and

- e. Management of stormwater runoff to minimise impact on vegetated areas.
2. The proponent shall maintain all hard and soft landscaping works in areas to be dedicated to Council for a 12 month period after completion to ensure all maintenance and repairs required are carried out during the maintenance period.

## **17 Roads**

1. Separate approval from the Roads Authority must be obtained under the Roads Act 1993 prior to the issue of a Construction Certificate for any works within the council road reserve. Design plans must be submitted to and approved by Council prior to the issue of a Construction Certificate.
2. The provision of additional civil works necessary to ensure satisfactory transitions to existing work or a result of work condition for the development at no cost to Council. Design plans are to be approved by the roads authority prior to the issue of a Construction Certificate.
3. The applicant shall design, construct and seal all new roads including kerb, footpath and underground drainage to the satisfaction of Council. Design plans must be approved by council prior to commencement of any works.
4. The applicant shall extend the existing footpath in Midway Drive along the full frontage of the development site to Pitman Avenue to the satisfaction of Council.
5. Midway Drive and Pitman Avenue must be kerb and guttered with the seal pavement to be extended from the existing seal to the new kerb and gutter.
6. Central median islands containing pedestrian refuges are to be provided in the main entry road and their intersection with its own avenue to prevent cars cutting a corner. This will entail adjustment to the road reserve width to retain parking adjacent to the intersection.
7. Splayed property corners are to be provided at all intersections.
8. The provision at no cost to Council of concrete paving on one side of all roads. The footpath design is to be 1.5 m wide for all roads. Construction is to be concrete paving 100 mm thick, with S72 reinforcement and constructed on 75 mm compacted road base or other details of in accordance with Council's requirements. The design plans must be approved by Council prior to the issue of a Construction Certificate.
9. The submission of a comprehensive road signage and pavement marking plan identifying parking restrictions, accesses and traffic management facilities to Council for approval by the local traffic committee prior to issue of a Construction Certificate.
10. The submission to Council and approval of the proposed names for the roads under the Roads Act within the subdivision prior to issue of a Construction Certificate.

## **18 Dilapidation**

A dilapidation report must be submitted to Council, being the roads authority, prior to the commencement of any works. The report must document and provide photographs that clearly depict any existing damage to the road, kerb and gutter, footpath, driveways, water supply, sewer works, street trees, street signs or any other council assets in the vicinity of the development.

## **19 Public Transport**

1. The proponent is to liaise with transport New South Wales and local bus operators to address the upgrading of the bus stop located adjacent to the site in Midway Drive.
2. Bus stop upgrade design is to address the following:
  - a. Bus stop upgrading is to be in accordance with the requirements of the bus operator, transport New South Wales and Council. All facilities need to be

- installed in accordance with the Disability Discrimination Act requirements;
- b. Footpath, pedestrian refuge and bus shelter is to be provided to service the bus stop, to Council satisfaction, to ensure pedestrian safety and encourage the use of public transport;
- c. Details of proposed bus stop upgrade are to be submitted to Council for approval.

**20** *Water and Sewer Services / Infrastructure*

All water and sewer works impacting on water and sewer assets are to be designed and constructed to the requirements of Wentworth Shire Council being the water supply authority under the Water Management Act 2000. The requirements of section 306 of the Water Management Act, 2000 apply to this development, and all requirements by Council in this regard must be shown on the design plans. The design plans must be submitted to and be approved by Council prior to the issue of a Construction Certificate.

- 21** A hydraulic strategy and plans are required from a hydraulic consultant for the whole of the development on the site. Water service sizing is then to be determined by the hydraulic consultant to suit the proposed residential components of the development, as well as addressing fire service requirements to AS 2419. The local water supply reticulation mains are to loop within the subdivision to minimise dead ends and connect to the existing reticulation wherever possible.

**22** *Drainage (Stormwater)*

An appropriately qualified and practising consultant is required to furnish a Compliance Certificate to the Principal Certifying Authority confirming:

- a. All drainage lines have been located within the respective easements;
- b. Any other drainage structures are located in accordance with the Construction Certificate;
- c. All stormwater has been directed to a council approved drainage system;
- d. All conditions of consent/ Construction Certificate approval have been complied with;
- e. Any on site detention system will function hydraulically in accordance with the approved Construction Certificate.

**PART C – DURING CONSTRUCTION**

**23** *Approved Plans*

A copy of the stamped approved and certified plans, specifications and documents incorporating conditions of approval and certification must be kept on site for the duration of site works and be made available upon request to either the Council or other Government Agencies

**24** *Aboriginal Relics*

If aboriginal engravings or relics are unearthed during construction, all work is to cease immediately and the National Parks and Wildlife service must be notified. Works may recommence following endorsement for such from the Office of Environment and Heritage.

**25 Dust Control**

Adequate measures shall be taken to prevent dust from affecting the amenity of the neighbourhood during construction. In particular, the following measures must be adopted:

1. Physical barriers shall be erected at right angles to the prevailing wind direction or shall be placed around or over dust sources to prevent wind or activity from directly generating dust emissions;
2. Earthworks and scheduling activities shall be managed to minimise the amount of time the site is left clear or exposed;
3. The surfaces should be damp to prevent dust from becoming airborne but should not be wet to the extent that run-off occurs;
4. All vehicles carrying spoil or rubble to or from the site shall at all times be covered to prevent the escape of dust or other material and wheels washed before leaving the site;
5. Truck gates to be securely closed between vehicle movements and shall be fitted with shade cloth; and cleaning footpath and roadways shall be carried out regularly.

**26 Hours of Work**

1. The hours of construction of the project, including the delivery of materials to and from site shall be restricted as follows:
  - a. Between 7 AM and 6 PM, Monday to Fridays inclusive;
  - b. Between 8 AM and 1 PM, Saturday;
  - c. No work on Sundays or public holidays.
2. Works may be undertaken outside these hours where:
  - a. The delivery of materials is required outside these hours by the police or other authorities;
  - b. Is required in emergency to avoid the loss of life, damage to property and/or to prevent environmental harm;
  - c. The work is approved through the construction noise and vibration management plan; and
  - d. Residents likely to be affected by the works are notified in the timing and duration of these works at least 48 hours prior to commencement of the works.

**27 Construction Noise Objective**

1. The construction noise objective for the project is to manage noise from construction activity as measured by a descriptor so it does not exceed the background at all 90 noise level by:
  - a. For construction period of four weeks and under, not more than 20 DBA;
  - b. For construction period greater than four weeks and not exceeding 26 weeks, not more than 10 DBA; and
  - c. For construction period greater than 26 weeks, not more than 5 DBA.
2. The proponent shall implement all foreseeable noise mitigation and management measures with the aim of achieving a construction noise objective.
3. Any activities that have the potential for noise emissions that exceed the objective must be identified and managed in accordance with the approved construction noise and vibration management plan.
4. If the noise of a construction activity is substantially tonal or impulsive in nature as described in chapter 4 of the New South Wales industrial noise policy, 5 DBA must be added to the measured construction noise level when comparing the measured noise with the construction noise objective.

**28 Construction Noise Management**

The proponent shall:

1. Schedule impact noise making activities between the following hours unless approved in a construction noise and vibration management plan:
  - a. 9 AM to 12 PM Monday to Friday;
  - b. 2 PM to 5 PM, Monday to Friday;
  - c. 9 AM to 12 PM, Saturday.
2. Ensure that wherever practical, and where sensitive receivers may be affected, piling activities are completed using bore piles. If driven piles are required they must be installed where approved in the construction noise and vibration management plan.

**29 Vibration Criteria and Management**

1. Vibration resulting from construction of all stages of the development must not exceed the evaluation criteria presented in environmental noise management – assessing vibration technical Guide EC 2006.
2. Rotary compactors must not be used closer than 30 m from residential buildings unless vibration monitoring and firms complies with the vibration can period specified in the DDC technical guide referred to above.

**30 Erosion and Sedimentation Control.**

The provision of soil erosion and sediment controls on the site in accordance with Council's requirements and the approved development plans prior to any work commencing on the site.

**31** A minimum of one (1) weeks' notice in writing of the intention to commence works on public land is required to be given to Council together with the name of the principal contractor and any major subcontractors engaged to carry out works.

**32** Prior to the commencement of any works, a pre-construction meeting shall be coordinated by the applicant. This meeting is to be attended by the applicant or consultants representing the owners, principal contractor and Council's Director Health Planning or his representative.

**33** Development works on public property or works to be accepted by Council as an infrastructure asset are not to proceed past the following hold points without inspection and approval of Council. Notice of the required inspection must be given 48 hours prior to the inspection, by contacting Council's Health and Planning Department on (03) 5027 5027. You must quote your Construction Certificate number and property description to ensure your inspection is confirmed:

- a. Prior to the commencement of site clearing and installation of erosion control measures;
- b. At completion of installation of erosion control measures;
- c. Prior to installing traffic management works
- d. At completion of installation of traffic management measures;
- e. At the commencement of earthworks;
- f. Before commencement of filling works;
- g. When the sub grade is exposed and prior to placing of pavement materials;
- h. When trenches are open, stormwater/water/sewer pipes and conduits are jointed and prior to backfilling;
- i. At the completion of each pavement (sub base/ base) layer;
- j. Before pouring kerb and gutter;
- k. Prior to the pouring of concrete for sewerage works and or works on public

property;

- l. On completion of road gravelling or pavement;
- m. During construction of sewer infrastructure;
- n. Prior to sealing and laying of pavement surface course.

All works at each hold point shall be certified as compliant in accordance with the requirements of AUSPEC Specifications for provision of public infrastructure and any other Council approval, prior to proceeding to the next hold point.

#### **GENERAL CONDITIONS**

- 34** The development hereby authorised shall be carried out strictly in accordance with the conditions of this approval.
- 35** This approval is for subdivision of the site into 31 lots.
- 36** Without the further consent of the Wentworth Shire Council, in writing, this permit shall lapse and have no force or effect unless the use or development hereby permitted is physically commenced within 5 years of the date of this permit.
- 37** All conditions set out in this application are to be fulfilled prior to Council releasing the subdivision plans and the issuance of the subdivision certificate.
- 38** The application for a Subdivision Certificate for Council official endorsement shall be accompanied by all relevant documentation.
- 39** An application for a Subdivision Certificate, complying with the conditions of this Development Approval is to be lodged (and issued) before the Council of the Shire of Wentworth will sign the subdivision plans that are to be lodged with the Titles Office for registration, or an application for a Subdivision Certificate, complying with the requirements of the Building Code of Australia, the Local Government Act, 1993, and the conditions of this approval is to be obtained from the Principal Certifier before the Shire of Wentworth will sign the Subdivision Plan to permit the plan of subdivision to be registered.
- 40** Prior to the issue of a Subdivision Certificate the proponent shall provide to each lot an underground connection to the following reticulated services in accordance with their respective requirements:
  - Telecommunications
  - Electricity Supply
  - National Broadband Network
- 41** Prior to the issue of a Subdivision Certificate, written advice is to be submitted to Wentworth Shire Council from Essential Energy and Transport Roads and Maritime Services stating that all conditions they provided have been complied with.
- 42** That the applicant be required to pay sewerage head works fees of \$ 6561 per new allotment. 30 Lots \* \$6561 = \$196830.
- 43** That the applicant be required to pay unfiltered water head works fees of \$1278 per new allotment. 30 Lots \* \$1278 = \$38340.
- 44** That the applicant be required to pay filtered water head works fees of \$ 1497 per new allotment. 30 Lots \* \$1497 = \$44910.



- 45 That the applicant be required to pay stormwater head works fees of \$ 476 per new allotment. 30 Lots \* \$476 = \$14280.
- 46 The developer contributions (conditions 42-45 inclusive) will apply for 12 months from the date of this development consent. Contributions not received by Council within 12 months of the date of this notice will be adjusted in accordance with the adopted schedule of fees and charges current at the time of payment.
- 47 The applicant shall submit the final plan of subdivision and six (6) copies of the Deposited Plan administration sheet for endorsement.
- 48 The Principal Certifier is to be provided with plans and specifications for all sewerage works required to service all lots created within the subdivision, drawn by a suitably qualified person. These plans are to be submitted with the Construction Certificate application for approval, prior to any works commencing on site.
- 49 The Principal Certifier is to be provided with plans and specifications for all filtered water works which include pits, valves, hydrants etc. required to service all lots created within the subdivision, drawn by a suitably qualified person. These plans are to be submitted with the Construction Certificate application for approval, prior to any works commencing on site.
- 50 The Council is to be provided with plans and specifications drawn by a suitably qualified person for all unfiltered water works including pits, valves, hydrants etc. required to service all lots created within the subdivision. These plans are to be submitted for approval with the Construction Certificate application prior to any works commencing on site.
- 51 The applicant is to design a water reticulation to supply filtered and raw water to all lots created by the proposed subdivision. The design is to be approved by the Council prior to any work takes place on the site. All work as detailed by the approved design is to be constructed by the applicant under the supervision of the Council. All work is to be carried out at the applicant's expense.
- 52 The applicant is to transfer to the Shire of Wentworth 7.75 mega litres of permanent water right to provide for the ongoing water that will be used by the occupants of the lots created by the proposed subdivision. The cost of the water at the time of the transfer to Council will be credited to the Water head works account.
- 53 The applicant is to construct all sewerage, filtered water, unfiltered water mains and other works required to service all lots created in accordance with previously approved plans to the satisfaction Principal Certifier. All work is at the applicant's expense.
- 54 Any agricultural drainage system is to be located and removed and rendered inoperable to Council's satisfaction. Asbestos pipes are to be removed and disposed of by an approved contractor.
- 55 Before issuing a subdivision certificate the Council shall be provided with a report specifying the findings of a contaminated land preliminary investigation of the land concerned carried out in accordance with the contaminated land planning guidelines. Pending the findings of the preliminary investigation Council may require the applicant to carry out, and provide a report on a detailed investigation as referred to in the contaminated land planning guidelines.

- 56 The applicant is to design a storm water system to service all lots created by the proposed subdivision. The design is to be approved by the Principal Certifier before any work takes place in this site. All work detailed by the approved design is to be constructed by the applicant under supervision of the Principal Certifier. All work is to be carried out at the applicant's expense.
- 57 Kerb and gutter construction within the subdivision is to be roll over type.
- 58 The applicant is to provide and maintain street trees until sale of allotment. Minimum allocation is two per allotment. Species is to be approved by Council's Health & Planning Department as part of the Landscaping Plan endorsement.
- 59 The applicant is required to obtain and pay costs associated with the creation of any easement required for services associated with the development. Service easement shall be a minimum of three metres wide.
- 60 Developers to prepare full services layout with offsets approved by relevant authorities prior to issue of the Construction Certificate.
- 61 Developer to supply (at completion of works) "as constructed" plans for Council records, in both digital AutoCAD and hard copy form. This is to include finished level checking by a licensed surveyor and shown on plan.
- 62 "As Constructed" data indicates the surveyed locations of infrastructure installed as a part of the physical works to be taken over by the receiving entity. Final "As Constructed" data should accurately reflect material types, specifications and other asset specific information.

Prior to the approval of the Subdivision Certificate, or any other time to which the responsible authority agrees, the following must be provided to the responsible authority:

- a. Copies of the "As Constructed" engineering drawings in both PDF and DWG format.
- b. Copies of constructed features in a GIS ready format (either shapefile or MapInfo TAB file). Data must contain relevant attribute information regarding each item, e.g. pipe size, pipe material.
- c. Location of any permanent survey marks.
- d. Data supplied must be accompanied by a readme.txt file with relevant metadata. See below for minimum data example:

**Readme.txt**

COMPANY	Company name taking responsibility for the data
CONTACT	Contact person for this project
TELEPHONE	Contact phone number
FACSIMILE	If applicable
EMAIL	Contact email address
MAILING ADDRESS	Regular postal address
PHYSICAL ADDRESS	Physical business address (or 'as above')
A-SPEC MEMBER	Participating Authority
DATE SUBMITTED	Date the digital data submitted
DOCUMENT VERSION	Version of the standard document used
SOFTWARE	The software/version used to create the digital data
PROJECT	Project or Subdivision name
STAGE	Subdivision Stage Name
DESIGN COMPANY	Design Company Name
PLAN NUMBER	As Constructed Plan Number

**CONSTRUCTION COMPANY** Construction Company Name  
**CONSTRUCTION DATE** Date the asset was constructed  
**COORDINATES/DATUM** Must be GDA94 MGA Zone 54  
**DATUM** e.g. AHD  
**SOURCE OF DATA** The type of capture used (e.g. RTK GPS)  
**NOTES/COMMENTS** Important notes or information to be included here.

- 63 Priced schedule of quantities, programs of construction works and list of principle representatives to be submitted to Council prior to works commencing.
- 64 Developer to nominate a person (with technical experience acceptable to Council) to be the point of contract for all construction works prior to any start of the development.
- 65 A maintenance period of 1 year shall apply from the time of practical completion, when a statement of approval by the Principal Certifier is issued. The 1 year period provides time for the developer to maintain to the development. A bank guarantee of 5 % of the estimated cost of construction shall apply.
- 66 All street signs (names, hazards to be installed markers and regulatory signs) are to be installed to Council's and the relevant statutory authority's requirements.
- 67 Street lighting to total site including Pitman Avenue frontage is to be provided by the developer to Essential Energy and Council's requirements.
- 68 All road works and associated works including Midway Drive and Pitman Avenue frontage are to be constructed at developer's costs as per approved design plan to Council's requirements.
- 69 A Contract Agreement for the performance of Certification Work must be completed and returned to Wentworth Shire Council prior to lodgement of the Civil Works Construction Certificate Application (see agreement application attached).

## **CONDITIONS FROM AGENCIES**

### **Transport Roads and Maritime Services**

- 70 The internal road network and roadside environment should be designed, constructed and maintained to provide a safe environment for all road users and to encourage compliance with the desired speed limit through the subdivision in accordance with the NSW speed zoning guidelines.
- 71 The proposed subdivision may represent a need to review the current speed zone in surrounding streets in accordance with the current speed zone guidelines. Any works/signage deemed necessary as a result of review of the speed limit shall be at full cost to the development and be implemented prior to release of the survey certificate.
- 72 The subdivision should be designed and staged to provide for alternative routes for vehicular access to allow for distribution of traffic and alternative means of access for emergency vehicles to allotments.
- 73 The internal road network is to provide for ease of access for larger vehicles such as public transport, service and construction vehicles (eg Garbage trucks, delivery trucks). Bus stop facilities are to be provided within the estate for the convenience of the user in accordance with relevant guidelines.

- 74 Roads and Maritime encourages the provision of facilities to provide for alternative means of travel to the motor vehicle. Facilities are required to be extended to and provided through the subdivision for the safe and effective movement of pedestrians and cyclists to facilities such as nearby schools, sporting and shopping facilities.

#### **Essential Energy**

- 75 As part of the subdivision, an easement/s are/is created for any existing electrical infrastructure. The easement/s is/are to be created using Essential Energy's standard easement terms current at the time of registration of the plan of subdivision.
- 76 If the proposed development changes, there may be potential safety risks and it is recommended that Essential Energy is consulted for further comment.
- 77 Any existing encumbrances in favour of Essential Energy (or its predecessors) noted on the title of the above property should be complied with.
- 78 Council should ensure that a Notification of Arrangement (confirming satisfactory arrangements have been made for the provision of power) is issued by Essential Energy with respect to all proposed lots which will form part of the subdivision, prior to Council releasing the Subdivision Certificate. It is the Applicant's responsibility to make the appropriate application with Essential Energy for the supply of electricity to the subdivision, which may include the payment of fees and contributions.
- 79 In addition, Essential Energy's records indicate there is electricity infrastructure located within the property. Any activities within this location must be undertaken in accordance with the latest industry guideline currently known as *ISSC 20 Guideline for the Management of Activities within Electricity Easements and Close to Infrastructure*. Approval may be required from Essential Energy should activities within the property encroach on the electricity infrastructure.
- 80 Prior to carrying out any works, a "Dial Before You Dig" enquiry should be undertaken in accordance with the requirements of *Part 5E (Protection of Underground Electricity Power Lines)* of the *Electricity Supply Act 1995 (NSW)*.
- 81 Given there is electricity infrastructure in the area, it is the responsibility of the person/s completing any works around powerlines to understand their safety responsibilities. SafeWork NSW ([www.safework.nsw.gov.au](http://www.safework.nsw.gov.au)) has publications that provide guidance when working close to electricity infrastructure. These include the *Code of Practice – Work near Overhead Power Lines* and *Code of Practice – Work near Underground Assets*.

#### **REASONS FOR CONDITIONS**

- a) To ensure compliance with the terms of the Environmental Planning and Assessment Act.
- b) To ensure work is sustainable and that an appropriate level of provision of amenities and services occurs within the Shire and to occupants of lots.
- c) To minimise environmental impact and impact on public assets, degradation of natural resources and to enhance amenity.
- d) To provide for a quality environment, safe and efficient movement of people and to ensure public safety and interest.



# Wentworth Shire Council

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 PO Box 81 WENTWORTH NSW 2648 T 03 5027 5027  
 F 03 5027 5000 E [council@wentworth.nsw.gov.au](mailto:council@wentworth.nsw.gov.au)  
 W [www.wentworth.nsw.gov.au](http://www.wentworth.nsw.gov.au) ABN 96 283 886 815

Our Reference: DOC/20/13574  
 Your Reference: N/a  
 Contact: Health & Planning Division  
 Phone: 03 5027 5027  
 Date: 29 June 2020

**Your Reference:** N/a

**Applicant name:** Duxsuper Pty Ltd

**Applicant address:** PO Box 248 GOL GOL NSW 2738

**Applicant email:** [robert@mildura4wd.com.au](mailto:robert@mildura4wd.com.au)

**Certificate no:** 2020-258

**Subject land:** 35 Midway Drive Lot 3 DP 870775 Buronga

**Date of certificate:** 29 June 2020

## DISCLAIMER

Wentworth Shire Council gives notice and points out to all users of the information supplied herein, that the information herein has been compiled by Council from sources outside of Council's control. While the information herein is provided with all due care and in good faith, it is provided on the basis that Council will not accept any responsibility for and will not be liable for its contents or for any consequence arising from its use, and every user of such information is advised to make all necessary enquiries from the appropriate organisations, institutions and the like.

Wentworth Shire Council also gives notice to all users of the information supplied herein, wherever any particular enquiry herein remains unanswered or has not been elaborated upon, such silence should not be interpreted as meaning or inferring either a negative or a positive response as the case may be.

<p><b>1. Names of relevant planning instruments and DCPs</b></p> <p>a) The name of each environmental planning instrument that applies to the carrying out of development on the land.</p> <p>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).</p> <p>c) The name of each development control plan that applies to the carrying out of development on the land.</p> <p>d) In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.</p>	<p>a) <i>Wentworth Local Environmental Plan 2011</i> applies to this land.</p> <p>b) See Annexure 1.</p> <p>c) Wentworth Development Control Plan December 2011.</p> <p>d) Not applicable.</p>
<p><b>2. Zoning and land use under relevant LEPs</b></p> <p>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):</p> <p>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</p>	<p>The following information will assist in determining how the subject land may be developed. It is recommended that you read this section in conjunction with a full copy of any relevant environmental planning instrument as there may be additional provisions that affect how the land may be developed.</p> <p>a) Wentworth Local Environmental Plan (WLEP) 2011  <b>ZONE: RU5 Village</b></p>

<p>No 2 (a)”)</p> <p>b) the purposes for which the instrument provides that development may be carried out within the zone without the need for development consent,</p> <p>c) the purposes for which the instrument provides that development may not be carried out within the zone except with development consent,</p> <p>d) the purposes for which the instrument provides that development is prohibited within the zone,</p> <p>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,</p> <p>f) whether the land includes or comprises critical habitat,</p> <p>g) whether the land is in a conservation area (however described),</p> <p>h) whether an item of environmental heritage (however described) is situated on the land.</p>	<p>b) In addition to the controls contained in the <i>Wentworth Local Environmental Plan 2011</i>, State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 sets out further circumstances where development consent will be required for development involving certain types of buildings, the demolition of buildings or the subdivision of land. These circumstances may include development that does not require consent under the <i>Wentworth Local Environmental Plan 2011</i>.</p> <p>c) See Annexure 1.</p> <p>d) See Annexure 1.</p> <p>e) Not applicable.</p> <p>f) No. This information has been sourced from mapping provided by NSW Environment &amp; Heritage.</p> <p>g) No. This information has been sourced from mapping provided by NSW Environment &amp; Heritage.</p> <p>h) No.</p>
<p><b>3. Complying development</b></p> <p>a) 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 <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i>.</p> <p>b) 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 that clause.</p> <p>c) 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>	<p>a) Yes - The land is land on which complying development may be carried out.</p> <p>b) Not applicable.</p> <p>c) Not applicable.</p>
<p><b>4. Mine subsidence</b></p> <p>Whether or not the land is proclaimed to be a mine subsidence district within the meaning of the <i>Coal Mine Subsidence Compensation Act 2017</i>.</p>	<p>Not applicable.</p>
<p><b>5. Road widening and road realignment</b></p> <p>Whether or not the land is affected by any road widening or road realignment under:</p> <p>a) Division 2 of Part 3 of the <i>Roads Act 1993</i>, or</p>	<p>Not applicable.</p>

<p>b) any environmental planning instrument, or c) any resolution of the council.</p>	
<p><b>6. Council and other public authority policies on hazard risk restrictions</b> 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).</p>	<p>Not applicable.</p>
<p><b>7A. Flood related development controls information</b> a) 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. b) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls. c) Words and expressions in this clause have the same meanings as in the Standard Instrument.</p>	<p>a) Not applicable.  b) Not applicable.</p>
<p><b>7. Land reserved for acquisition</b> 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.</p>	<p>Not applicable.</p>
<p><b>8. Contribution plans</b> The name of each contributions plan applying to the land.</p>	<p>Development Contribution Plan Development Servicing Plan No 1 Development Servicing Plan No 2</p>
<p><b>9A. Biodiversity certified land</b> If the land is biodiversity certified land under Part 8 of the <i>Biodiversity Conservation Act 2016</i>, a statement to that effect.  Note: Biodiversity certified land includes land certified under Part 7AA of the <i>Threatened Species Conservation Act 1995</i> that is taken to be certified under Part 8 of the <i>Biodiversity Conservation Act 2016</i>.</p>	<p>Not applicable.</p>
<p><b>9. Biodiversity stewardship sites</b> If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the <i>Biodiversity Conservation Act 2016</i>, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage).</p>	<p>No, Wentworth Shire Council has not been notified of the existence of a biodiversity stewardship agreement by the Office of Environment &amp; Heritage in relation to this property.</p>

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

**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).

Not applicable.

**10. 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.

Not applicable.  
This information has been sourced from mapping provided by the NSW Rural Fire Service.

**11. Property vegetation plans**

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

Not applicable.  
This information has been sourced from NSW Local Land Services.

**12. Orders under Trees (Disputes Between Neighbours) Act 2006**

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

Not applicable.

**13. Directions under Part 3A**

If there is a direction by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect, a statement to that effect identifying the provision that does not have effect

No, there is no direction in force from the Minister under Section 75P (2) (c1) in relation to this property.

**14. Site compatibility certificates and conditions for seniors housing**

If the land is land to which *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004* 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

Not applicable.

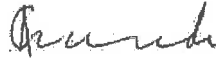


<p>office of the Department, and</p> <p>b) A statement setting out any terms of a kind referred to in clause 18 (2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.</p>	<p>Not applicable.</p>
<p><b>15. Site compatibility certificates for infrastructure</b></p> <p>a) A statement of whether there is a valid site compatibility certificate (infrastructure) or site compatibility certificate of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:</p> <p>(i) the period for which the certificate is valid, and</p> <p>(ii) that a copy may be obtained from the head office of the Department.</p>	<p>Council is not aware of any site compatibility certificate for infrastructure applying to this land.</p>
<p><b>16. Site compatibility certificates and conditions for affordable rental housing</b></p> <p>a) 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>(i) the period for which the certificate is current, and</p> <p>(ii) that a copy may be obtained from the head office of the Department.</p> <p>b) A statement setting out any terms of a kind referred to in clause 17 (1) or 38 (1) of <u>State Environmental Planning Policy (Affordable Rental Housing) 2009</u> that have been imposed as a condition of consent to a development application in respect of the land.</p>	<p>Council is not aware of any site compatibility certificate for affordable rental housing applying to this land.</p> <p>Council is not aware of any site compatibility certificate for affordable rental housing applying to this land.</p>
<p><b>17. Paper subdivision information</b></p> <p>a) The name of any development plan adopted by a relevant authority applies to the land or that is proposed to be subject to a consent ballot.</p> <p>b) The date of any subdivision order that applies to the land.</p> <p>c) Words and expressions used in this clause have the same meaning as they have in Part 16C of the Environmental Planning &amp; Assessment Regulation.</p>	<p>Not applicable.</p> <p>Not applicable.</p>
<p><b>18. Site verification certificates</b></p> <p>A statement of whether there is a current site verification certificate, of which the council is aware, in respect of the land and, if there is a certificate, the statement is to include:</p> <p>a) The matter certified by the certificate, and</p> <p><b>Note:</b> A site verification certificate sets out the Secretary's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land – see Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production</p>	<p>Not applicable.</p>

- and Extractive Industries) 2007.
- b) The date on which the certificate ceases to be current (if any), and
  - c) That a copy may be obtained from the head office of the Department.

<p><b>19. Loose-fill asbestos insulation</b></p> <p>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.</p>	<p>Not applicable.</p>
<p><b>20. Affected building notices and building product rectification orders</b></p> <p>(1) A statement of whether there is any affected building notice of which the council is aware that is in force in respect of the land.</p> <p>(2) A statement of:</p> <ul style="list-style-type: none"> <li>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</li> <li>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.</li> </ul>	<p>Not applicable.</p> <p>Not applicable.</p>
<p>(3) In this clause:</p> <p>Affected building notice has the same meaning as in Part 4 of the <i>Building Products (Safety) Act 2017</i>.</p> <p>Building product rectification order has the same meaning as in the <i>Building Products (Safety) Act 2017</i>.</p>	
<p><b>21. Information regarding Contaminated Land as prescribed by section 59 (2) of the Contaminated Lands Management Act 1997</b></p> <ul style="list-style-type: none"> <li>(a) Is the land to which the certificate relates significantly contaminated land within the meaning of that Act?</li> <li>(b) Is the land to which the certificate relates subject to a management order within the meaning of that Act?</li> <li>(c) Is the land to which the certificate relates the subject of an approved voluntary management proposal within the meaning of that Act?</li> <li>(d) Is the land to which the certificate relates subject to an ongoing maintenance order within the meaning of that Act?</li> <li>(e) Is the land to which the certificate relates the subject of a site audit statement within the meaning of that Act?</li> </ul>	<p>No.</p> <p>No.</p> <p>No.</p> <p>No.</p> <p>No.</p>

The above information has been taken from the Council's records but Council cannot accept responsibility for any omission or inaccuracy.



**Signed:**           **GEORGE KENENDE**  
                          **DEVELOPMENT ASSESSMENT OFFICER**  
                          **under delegation on behalf of the Shire of Wentworth**

**ANNEXURE 1 TO CERTIFICATE PURSUANT TO SECTION 10.7(1) OF THE ENVIRONMENTAL  
PLANNING & ASSESSMENT ACT 1979  
RUS Village Zone as at 16 December 2011**

You are advised that as at the date of this Certificate the subject land is affected by the following matters:-

(a) **STATE ENVIRONMENTAL PLANNING POLICIES**

**No 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.

**No 33 - Hazardous and Offensive Development** – Provides new definitions for 'hazardous industry', 'hazardous storage establishment', 'offensive industry' and 'offensive storage establishment'. The definitions apply to all planning instruments, existing and future. The new definitions enable decisions to approve or refuse a development to be based on the merit of proposal. The consent authority must carefully consider the specifics of the case, the location and the way in which the proposed activity is to be carried out. The policy also requires specified matters to be considered for proposals that are 'potentially hazardous' or 'potentially offensive' as defined in the policy. For example, any application to carry out a potentially hazardous or potentially offensive development is to be advertised for public comment and applications to carry out potentially hazardous development must be supported by a preliminary hazard analysis (PHA). The policy does not change the role of councils as consent authorities, land zoning, or the designated development provisions of the Environmental Planning and Assessment Act 1979.

**No 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 approve 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.

**No 50 - Canal Estate Development** – Bans new canal estates from the date of gazettal (10th November 1997), to ensure coastal and aquatic environments are not affected by these developments.

**No 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. To assist councils and developers, the Department, in conjunction with the Environment Protection Authority, has prepared Managing Land Contamination: Planning Guidelines.

**No 64 - Advertising and Signage** - Aims to ensure that outdoor advertising is compatible with the desired amenity and visual character of an area, provides effective communication in suitable locations and is of high quality design and finish. The SEPP was amended in August 2007 to permit and regulate outdoor advertising in transport corridors (e.g. freeways, tollways and rail corridors). The amended SEPP also aims to ensure that public benefits may be derived from advertising along and adjacent to transport corridors. Transport

Corridor Outdoor Advertising and Signage Guidelines (DOP July 2007) provides information on design criteria, road safety and public benefit requirements for SEPP 64 development applications.

**No 65 - Design Quality of Residential Apartment Development** - Improves the design quality of residential apartment development across the state through the application of a series of design principles. The SEPP 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. The SEPP operates to ensure that residential apartment development contributes to sustainable development of the state, achieves better built form and aesthetics of buildings and streetscapes, supports housing affordability for wide range of people, better satisfies the increasing demand, the changing social and demographic profile of the community, and maximises amenity, safety and security for the benefit of its occupants and the wider community. The SEPP facilitates timely and efficient assessment of applications for residential apartment development by providing a consistent policy framework and mechanism across the State. The policy provides for the establishment of design Review Panels to provide independent expert advice to councils on the merit of residential flat development.

**SEPP (Affordable Rental Housing) 2009** – Establishes a consistent planning regime for the provision of affordable rental housing. The SEPP facilitates the effective delivery of new affordable rental housing by providing planning control incentives and expanding the role for not-for-profit-providers of affordable rental housing. The SEPP also establishes approaches to facilitate the retention and mitigate the loss of existing affordable rental housing. The SEPP 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** - This SEPP operates in conjunction with Environmental Planning and Assessment Amendment (Building Sustainability Index: BASIX) Regulation 2004 to ensure the effective introduction of BASIX in NSW. The SEPP ensures consistency in the implementation of BASIX throughout the State by overriding competing provisions in other environmental planning instruments and development control plans and specifying that SEPP 1 does not apply in relation to any development standard arising under BASIX.

**SEPP (Concurrences) 2018** – Authorises the Planning Secretary to elect to act in place of a concurrence authority for the for the purposes of deciding whether to grant concurrence to a development if the concurrence authority fails to inform a consent authority of the decision concerning concurrence within the time allowed for doing so.

**SEPP (Educational Establishments and Child Care Facilities) 2017** - Facilitates the effective delivery of educational establishments and early education and care facilities across the State. The SEPP improves regulatory certainty and efficiency for educational establishments and early education and care facilities through a consistent planning regime that simplifies and standardises planning approval pathways and establishes consistent State-wide assessment requirements and design considerations for these developments. The policy provides for the consultation with relevant public authorities during the assessment process or prior to development commencing for educational establishments and early education and care facilities. The SEPP also aligns the NSW planning framework with the National Quality Framework for early education and care services to enable proponents and consent authorities ensure that new developments or modified premises meet the applicable requirements of the National Quality Framework for the services. The policy supports 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 Environmental Planning and Assessment Act 1979.

**SEPP (Housing for Seniors or People with a Disability) 2004** – Encourages the provision of adequate, diverse and high quality housing for aged persons and people with disabilities. The SEPP achieves its aims by overriding local planning controls that would prevent the development of housing for seniors or people with

a disability and setting out design principles to achieving built form that is in keeping with the site and local neighbourhood.

**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 at [www.planning.nsw.gov.au](http://www.planning.nsw.gov.au).

**SEPP (Mining, Petroleum Production and Extractive Industries) 2007** – Provides for the proper management and development of mineral, petroleum and extractive material resources for the social and economic welfare of the State. This Policy establishes appropriate planning controls to encourage ecologically sustainable development.

**SEPP (Miscellaneous Consent Provisions) 2007** - Permits the erection of temporary structures with development consent across the state. The SEPP aims to ensure the safety of persons using temporary structures and protect the environment at the location, and in the vicinity, of temporary structures by specifying relevant matters for consideration.

**SEPP (Primary Production and Rural Development) 2019** - Facilitates the orderly and economic use and development of lands for primary production. The aims to reduce land use conflict and sterilisation of rural land by balancing primary production, residential development and the protection of native vegetation, biodiversity and water resources. The SEPP encourages sustainable aquaculture and outlines the criteria for categorising aquaculture as designated development. The SEPP identifies State significant agricultural land, simplifies the regulatory process for water supply in irrigation areas and districts and sets out the considerations for assessing the impact of all proposed development oyster aquaculture.

**SEPP (State and Regional Development) 2011** – Identifies and declares development as a State significant development, State significant infrastructure, critical State significant infrastructure or regionally significant development based on a number of factors including location, purpose and capital investment value etc.

**SEPP (State Significant Precincts) 2005** - Facilitates the orderly development, redevelopment or protection of important urban, coastal and regional sites of economic, environmental or social significance to the State for the benefit of the state. The SEPP aims to facilitate service delivery outcomes for a range of public services, the development of major sites for a public purpose and redevelopment of major sites no longer appropriate or suitable for public purposes.

**SEPP (Urban Renewal) 2010** - Establishes the process for assessing and identifying sites as urban renewal precincts and facilitates the orderly and economic development and redevelopment of sites in and around such precincts. The SEPP aims to facilitate delivery of the objectives of any applicable government State, regional or metropolitan strategies connected with the renewal of urban areas that are accessible by public transport.

**SEPP (Vegetation in Non-Rural Areas) 2017** - Protects the biodiversity values of trees and other vegetation in non-rural areas of the State. The SEPP aims to preserve the amenity of non-rural areas through the preservation of trees and other vegetation. The policy establishes the approval pathways for clearing in non-rural areas.

**SEPP (Koala Habitat Protection) 2019** – Encourages the conservation and management of areas of natural vegetation that provide habitat for koalas to support a permanent free-living population over their present range and reverse the current trend of koala population decline. The policy provides the state-wide approach needed to enable appropriate development to continue, while ensuring there is ongoing protection of koalas and their habitat. Local councils must ensure approvals for development on a land affected by this policy is consistent with the approved koala plan of management for the land. If there is no approved koala plan of management for a land affected by the policy, local councils must consider requirements of the koala habitat protection

guideline or information prepared by a suitably qualified and experienced person in accordance with the guideline before approving development on the land.

(b) **REGIONAL ENVIRONMENTAL PLANS**

**Willandra Lakes REP No 1 - World Heritage Property** - Applies to the Willandra Lakes Region in the Shires of Wentworth and Balranald. The purpose of the plans is to protect, conserve and manage this World Heritage Property in accordance with any strategic plan of management. The plan also aims to provide a process of consultation with stakeholders on development and related decisions.

**Murray REP 2 - Riverine Land** - Ensures the river and its floodplain are able to support a range of productive land uses. The plan coordinates planning along the Murray River and the implementation of planning related aspects of the Murray Darling Basin Commission strategies. It simplifies the consultation process between agencies and councils established in REP No. 1. It also promotes consistency between NSW and Victoria planning in relation to the river and its floodplain.

(c) **LOCAL ENVIRONMENTAL PLANS – RU5 VILLAGE ZONE**

**1. Objectives of zone**

- To provide for a range of land uses, services and facilities that are associated with a rural village.
- To promote development in existing towns and villages in a manner that is compatible with their urban function.
- To encourage well-serviced sustainable development
- To ensure there are opportunities for economic development
- To deliver new residential and employment growth in Buronga and Gol Gol.
- To ensure business and retail land uses are grouped within and around existing activity centres.

**2. Permitted without consent**

Environmental protection works; Home-based child care; Home businesses; Home occupations; Roads; Water reticulation systems

**3. Permitted with consent**

Centre-based child care facilities; Community facilities; Dwelling houses; Home industries; Liquid fuel depots; Neighbourhood shops; Oyster aquaculture; Places of public worship; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Respite day care centres; Schools; Tank-based aquaculture; Any other development not specified in item 2 or 4

**4. Prohibited**

Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Cellar door premises; Correctional centres; Crematoria; Farm buildings; Farm stay accommodation; Forestry; Freight transport facilities; Heavy industrial storage establishments; Industrial training facilities; Industries; Pond-based aquaculture Port facilities; Rural industries; Rural workers' dwellings; Sex services premises; Vehicle body repair workshops; Wharf or boating facilities