

# Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	No Agent	
co-agent		
vendor	<b>Barham Vines Pastoral Company Pty Ltd ACN 609 746 812</b> <b>41 Riverview Drive, Barham, NSW 2732</b>	
vendor's solicitor	<b>Glowreys - The Riverina Law Firm</b> <b>185 Cressy Street, DENILIQVIN NSW 2710</b> <b>DX 5567 Deniliquin</b>	<b>Phone: 03 5881 3766</b> <b>Email: legal@glowreys.com.au</b> <b>Fax: 03 5881 4258</b> <b>Ref: JG:BS:233759</b>
date for completion land (address, plan details and title reference)	<b>see special condition 35</b> <b>Lot</b> _____ <b>in an unregistered Plan of Subdivision of Lot 4 in Deposited Plan</b> <b>1287878 being part Folio Identifier 4/1287878</b>	(clause 15)
improvements	<input 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"/> air conditioning <input type="checkbox"/> clothes line <input type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood
	<input type="checkbox"/> blinds <input type="checkbox"/> curtains <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels
	<input type="checkbox"/> built-in wardrobes <input type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input type="checkbox"/> stove
	<input type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input type="checkbox"/> TV antenna
	<input type="checkbox"/> other:
exclusions	
purchaser	
purchaser's solicitor	<b>Phone:</b> _____ <b>Email:</b> _____
price	
deposit	_____ (10% of the price, unless otherwise stated)
balance	
contract date	_____ (if not stated, the date this contract was made)

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

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

buyer's agent

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

**SIGNING PAGE**

<p><b>VENDOR</b></p> <p>Signed by</p> <p>_____</p> <p>Vendor</p> <p>_____</p> <p>Vendor</p>	<p><b>PURCHASER</b></p> <p>Signed by</p> <p>_____</p> <p>Purchaser</p> <p>_____</p> <p>Purchaser</p>
<p><b>VENDOR (COMPANY)</b></p> <p>Signed by Barham Vines Pastoral Company Pty Ltd ACN 609 746 812 in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____</p> <p>Signature of authorised person</p> <p><u>Sharon Elizabeth Membrey</u></p> <p>Name of authorised person</p> <p><u>Director</u></p> <p>Office held</p>	<p><b>PURCHASER (COMPANY)</b></p> <p>Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Office held</p>

**Choices**Vendor agrees to accept a **deposit-bond**  NO  yes**Nominated Electronic Lodgment Network (ELN)** (clause 4) PEXA**Manual transaction** (clause 30) NO  yes

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

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

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

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

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

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

**GSTRW payment (GST residential withholding payment) – 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: **Barham Vines Pastoral Company Pty Ltd**Supplier's ABN: **14 609 746 812**

Supplier's GST branch number (if applicable):

Supplier's business address: **41 Riverview Drive, Barham, NSW 2732**Supplier's representative: **Glowreys - The Riverina Law Firm**Supplier's contact phone number: **0428 768 092**Supplier's proportion of **GSTRW payment**: **100%****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

<p><b>General</b></p> <p><input checked="" type="checkbox"/> 1 property certificate for the land</p> <p><input type="checkbox"/> 2 plan of the land</p> <p><input checked="" type="checkbox"/> 3 unregistered plan of the land</p> <p><input checked="" type="checkbox"/> 4 plan of land to be subdivided</p> <p><input type="checkbox"/> 5 document that is to be lodged with a relevant plan</p> <p><input type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979</p> <p><input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)</p> <p><input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)</p> <p><input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)</p> <p><input checked="" 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</p> <p><input type="checkbox"/> 11 <i>planning agreement</i></p> <p><input type="checkbox"/> 12 section 88G certificate (positive covenant)</p> <p><input type="checkbox"/> 13 survey report</p> <p><input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i></p> <p><input type="checkbox"/> 15 occupation certificate</p> <p><input type="checkbox"/> 16 lease (with every relevant memorandum or variation)</p> <p><input type="checkbox"/> 17 other document relevant to tenancies</p> <p><input type="checkbox"/> 18 licence benefiting the land</p> <p><input type="checkbox"/> 19 old system document</p> <p><input type="checkbox"/> 20 Crown purchase statement of account</p> <p><input type="checkbox"/> 21 building management statement</p> <p><input type="checkbox"/> 22 form of requisitions</p> <p><input type="checkbox"/> 23 <i>clearance certificate</i></p> <p><input type="checkbox"/> 24 land tax certificate</p> <p><b>Home Building Act 1989</b></p> <p><input type="checkbox"/> 25 insurance certificate</p> <p><input type="checkbox"/> 26 brochure or warning</p> <p><input type="checkbox"/> 27 evidence of alternative indemnity cover</p> <p><b>Swimming Pools Act 1992</b></p> <p><input type="checkbox"/> 28 certificate of compliance</p> <p><input type="checkbox"/> 29 evidence of registration</p> <p><input type="checkbox"/> 30 relevant occupation certificate</p> <p><input type="checkbox"/> 31 certificate of non-compliance</p> <p><input type="checkbox"/> 32 detailed reasons of non-compliance</p>	<p><b>Strata or community title (clause 23 of the contract)</b></p> <p><input type="checkbox"/> 33 property certificate for strata common property</p> <p><input type="checkbox"/> 34 plan creating strata common property</p> <p><input type="checkbox"/> 35 strata by-laws</p> <p><input type="checkbox"/> 36 strata development contract or statement</p> <p><input type="checkbox"/> 37 strata management statement</p> <p><input type="checkbox"/> 38 strata renewal proposal</p> <p><input type="checkbox"/> 39 strata renewal plan</p> <p><input type="checkbox"/> 40 leasehold strata - lease of lot and common property</p> <p><input type="checkbox"/> 41 property certificate for neighbourhood property</p> <p><input type="checkbox"/> 42 plan creating neighbourhood property</p> <p><input type="checkbox"/> 43 neighbourhood development contract</p> <p><input type="checkbox"/> 44 neighbourhood management statement</p> <p><input type="checkbox"/> 45 property certificate for precinct property</p> <p><input type="checkbox"/> 46 plan creating precinct property</p> <p><input type="checkbox"/> 47 precinct development contract</p> <p><input type="checkbox"/> 48 precinct management statement</p> <p><input type="checkbox"/> 49 property certificate for community property</p> <p><input type="checkbox"/> 50 plan creating community property</p> <p><input type="checkbox"/> 51 community development contract</p> <p><input type="checkbox"/> 52 community management statement</p> <p><input type="checkbox"/> 53 document disclosing a change of by-laws</p> <p><input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement</p> <p><input type="checkbox"/> 55 document disclosing a change in boundaries</p> <p><input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015</p> <p><input type="checkbox"/> 57 information certificate under Community Land Management Act 2021</p> <p><input type="checkbox"/> 58 disclosure statement - off the plan contract</p> <p><input type="checkbox"/> 59 other document relevant to the off the plan contract</p> <p><b>Other</b></p> <p><input type="checkbox"/> 60</p>
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**HOLDER OF STRATA OR COMMUNITY SCHEME RECORDS – Name, address, email address and telephone number**

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

### **Cooling off period (purchaser's rights)**

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

### **DISPUTES**

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

### **AUCTIONS**

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

**WARNINGS**

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i> ) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> <li>• the issuer;</li> <li>• the expiry date (if any); and</li> <li>• the amount;</li> </ul>
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;



- requisition* an objection, question or requisition (but the term does not include a claim);
- rescind* rescind this contract from the beginning;
- serve* serve in writing on the other party;
- settlement cheque* an unendorsed *cheque* made payable to the person to be paid and –
- issued by a *bank* and drawn on itself; or
  - if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
- solicitor* in relation to a party, the party's solicitor or licensed conveyancer named in this contract or in a notice served by the party;
- TA Act* Taxation Administration Act 1953;
- terminate* terminate this contract for breach;
- title data* the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry*;
- variation within work order* a variation made under s14-235 of Schedule 1 to the *TA Act*, in relation to a period, at any time before or during the period; and a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).
- 1.2 Words and phrases used in this contract (italicised and in Title Case, such as *Conveyancing Transaction*, *Digitally Signed*, *Electronic Workspace*, *ELN*, *ELNO*, *Land Registry*, *Lodgment Case* and *Subscriber*) have the meanings given in the *participation rules*.
- 2 Deposit and other payments before completion**
- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 Normally, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
  - 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
  - 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
  - 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
  - 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each party tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the party who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the parties equally, after deduction of all proper government taxes and financial institution charges and other charges.
- 3 Deposit-bond**
- 3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
  - 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser serves a replacement *deposit-bond*; or
  - 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.

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

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

## 5 Requisitions

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

## 6 Error or misdescription

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

## 7 Claims by purchaser

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

## 8 Vendor's rights and obligations

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

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *servicing* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.
- 9 Purchaser's default**
- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *servicing* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.
- 10 Restrictions on rights of purchaser**
- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

**13 Goods and services tax (GST)**

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

**14 Adjustments**

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

**15 Date for completion**

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

**16 Completion****• Vendor**

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

**• Purchaser**

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

**17 Possession**

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

- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *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 4.8 or clause 30.4);
- 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
- 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
- 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;
- 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
- 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *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 - 4) are, to the extent of each party's knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each party consents to –
- 20.16.1 any party signing this contract electronically; and
- 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the parties.
- 20.17 Each party agrees that electronic signing by a party identifies that party and indicates that party's intention to be bound by this contract.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 Normally, the time by which something must be done is fixed but not essential.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.
- 23 Strata or community title**
- **Definitions and modifications**
- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
  - a change from a development or management contract or statement set out in this contract; or
  - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the property' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
  - due to fair wear and tear;
  - disclosed in this contract; or
  - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The parties must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.



- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.
- 24 Tenancies**
- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.

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

**26 Crown purchase money**

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

**27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

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

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Manual transaction**
- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.
- 31 Foreign Resident Capital Gains Withholding**
- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

**32 Residential off the plan contract**

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

## **ADDITIONAL CONDITIONS**

### **30. Definitions and interpretation**

In this Contract:

"Acceptable Reduction" means a reduction in the Lot Area when compared to the draft plan annexed hereto which is less than or equal to 5%;

"Amenities" means the proposed roads, pathways, reserves, and any other improvements shown on the Plan;

"Completion Date" means the date set out in Additional Condition 35;

"Development" means development of the Land by subdivision in stages in accordance with the Plan;

"Land" means the land contained in Lot 4 in Deposited Plan 1287878 being Folo Identifier 4/1287878;

"Lot" means the lot or lots referred to in "Land" on the cover page and shown in the Plan;

"Lot Area" means the area of the Lot;

"Plan" means the draft plan a copy of which is annexed to this Contract, as that draft may be amended, varied or otherwise affected from time to time as contemplated in Additional Conditions 33, 37 or 38;

"Printed Conditions" means the conditions of sale contained in the Standard Form;

"Property" means the Property hereby sold being a Lot in the Plan;

"Standard Form" means the standard form of Contract for the Sale of Land – 2022 Edition;

"Substantially in the Form of the Plan" means a Plan creating the Lot referred to in the Plan and being the property hereby sold however, which may not include all Lots referred to in the Plan and which may have been allocated a different Lot number as a consequence of staged Subdivisions,

"this Contract" includes all parts of and schedules and exhibits to this Contract and any variation or replacement;

### **31. Amendments to Printed Conditions**

The printed Conditions shall be amended in the following manner:

31.1 clause 7.1.1 is deleted

31.2 clause 7.1.3 is replaced with:  
"the Purchaser does not serve notice waiving the claims within seven days after that service; and"

31.3 in clause 8.1 delete "on reasonable grounds"

31.4 clause 10.1 line 1 is replaced with:

"The Purchaser cannot make a claim or requisition, delay completion, rescind or terminate in respect of.."

31.5 clause 14.4.2 is deleted.

31.6 clause 16.8 is deleted.

31.7 clause 23 to 29 inclusive are deleted.

If there is any inconsistency between any clause in the printed form of this Contract and any typed clauses the provisions of the typed clauses will prevail.

### **32. Representations and warranties negated**

32.1 The Purchaser warrants that, unless otherwise stated in this Contract, it has not entered into this Contract in reliance on any statement, representation, promise or warranty made by the Vendor or on its behalf including without limitations any statement, representation, promise or warranty in respect of the nature or fitness or suitability for any purpose of the Property or any financial return or income to be derived from the Property.

32.2 The Purchaser expressly acknowledges and agrees that as at the date of this Contract the terms and conditions set out in this Contract contain the entire agreement in relation to the Property as concluded between the parties notwithstanding any negotiations or discussions held or documents signed or brochures produced or statement made to it prior to execution. The Purchaser further acknowledges that it has not been induced to enter into this Contract by any representation verbal or otherwise made by or on behalf of the Vendor which is not set out in this Contract.

32.3 The Purchaser further warrants it has sought independent legal advice on and is satisfied as to the obligations and rights of the Purchaser under this Contract, the nature of the Property and the purpose for which the Property may be lawfully used.

### **33. Registration of Plan**

33.1 This Contract is conditional upon the Plan of Subdivision being lodged at Land Registry Services NSW substantially in the form of the Plan prior to 6 months from the date of the Contract or any extension thereof ("the Specified Date 1").

33.2 This Contract is conditional upon the registration of a Deposited Plan substantially in the form of the Plan prior to 9 months from the date of the Contract or any extension thereof ("the Specified Date 2") from the date of this Contract or any extension thereof (the "Specified Date").

33.3 The Vendor must use all reasonable endeavors to satisfy the conditions in Additional conditions 33.1 and 33.2 but is not in breach of this Contract if the Deposited Plan is not lodged by the Specified Date 1 and is not registered by the Specified Date 2.

33.4 Should the conditions in Additional Conditions 33.1 and 33.2 not be satisfied either party may, by notice in writing, rescind this Contract. The Purchaser's right of rescission under this clause may only be exercised within fourteen (14) days after the Specified Date. If the Purchaser does not exercise its right to rescind within this time, its right of rescission immediately lapses. The Purchaser acknowledges and agrees that its only right or remedy available in the event that the conditions in Additional conditions 33.1 and 33.2 is not satisfied is the right of rescission contained in this

clause, and the Vendor will not be liable to pay to the Purchaser any damages, costs or expenses.

33.5 If lodgement or registration of the Plan is delayed due in whole or in part to one or more of the following:

33.5.1 damage and/or delay by fire or explosion or earthquake or lightning or storm or tempest or war or civil commotion or strikes;

33.5.2 in consequence of proceedings being taken or threatened by or disputes with adjoining or neighbouring owners;

33.5.3 on account of the delay of any local or other authority in giving any necessary approval provided the Vendor has taken all reasonable steps to obtain such approval;

33.5.4 inclement weather;

33.5.5 by any other cause, matter or thing beyond the control of the Vendor;

and if the Vendor certifies to that period of delay, then the Vendor may at any time thereafter by written notice to the Purchaser substitute the Specified Date 1 or Specified Date 2 another date which is no later than the original Specified Date 1 or Specified Date 2 by more than the period of the delay certified to by the Vendor. On service of that notice the Specified Date 1 or the Specified Date 2 is automatically extended by the period specified in the notice. The Vendor's notice is conclusive evidence of the nature and extent of the delay and the extension of time is binding upon the parties.

33.6 The Vendor may make variations to the Plan from time to time which the Vendor considers necessary or desirable and in its absolute discretion. The Purchaser shall not be entitled to make any objection requisition or claim for compensation nor rescind or terminate nor delay completion in respect of:

33.6.1 any increase or Acceptable Reduction in the Lot Area; or

33.6.2 any variation in the number of lots in the Plan or the area, or location of any lot other than the Property; or

33.6.3 any variation, increase or reduction in the amenities.

33.7 If the Vendor varies the Plan so as to reduce the Lot Area to an extent which exceeds an Acceptable Reduction the Vendor shall notify the Purchaser in writing of such variation (the Variation Notice") and the Purchaser may (subject to Additional Condition 33.10) rescind this Contract, in which case the provisions of Clause 19 hereof shall apply.

33.8 The right of rescission specified in Additional Condition 33.7 must be exercised within fourteen (14) days (time being of the essence) of the date of service of the Variation Notice.

33.9 If the right of rescission conferred by Additional Condition 33.7 is not exercised within fourteen (14) days of the right of rescission accruing, this Contract remains binding in all respects as though that right of rescission had never arisen.

33.10 The Purchaser agrees that the right of rescission specified in Additional condition 33.7 is the only remedy available to the Purchaser following receipt of a notification



pursuant to Additional Condition 33.7 and the Vendor shall not be liable to the Purchaser for any damages, costs or expenses.

#### **34. Transfer and requisitions on title**

- 34.1 The Purchaser must serve the form of Transfer within seven (7) days after the Vendor's Solicitors advise the Purchaser's Solicitor in writing of registration of the Plan as a Deposited Plan and every relevant lot and plan number.
- 34.2 The Purchaser agrees that the only form of general Requisitions on Title the Purchaser may make pursuant to clause 5 shall be in the form of Requisitions on Title annexed hereto.
- 34.3 Nothing in this clause shall prevent the Purchaser from making any requisitions on title not dealt with in the Requisitions on Title annexed hereto.
- 34.4 The Purchaser must serve any such additional requisitions on title within seven (7) days after the Vendor's Solicitors advise the Purchaser or his Solicitors or representative in writing of the Deposited Plan number.

#### **35. Completion date**

- 35.1 Completion of this Contract shall take place on the later of the two following dates:
  - (a) Forty two (42) days from the date of this Contract; or
  - (b) Twenty one (21) days from the date upon which the Vendor's Solicitors notify the Purchaser's Solicitors in writing that the Deposited Plan has been registered ("the Completion Date").
- 35.2 If either party does not complete this Contract on or before the Completion Date then the other party shall be entitled to make time of the essence of this Contract by issuing upon the other party a notice to complete the Contract within fourteen (14) days from the date of service of such notice. The party serving the notice may at any time withdraw the notice by a further notice to the party in default and may issue a further notice to complete the Contract.
- 35.3 The parties agree that it is an essential term of this Contract that, in the event that completion does not take place by the Completion Date, the Purchaser shall pay interest on the balance of purchase monies to the Vendor on completion at the rate of 12% per annum from and including the Completion Date up to and including the date of completion.
- 35.4 The parties agree that interest calculated at the rate referred to in Additional Condition 35.3 of this Additional Condition represents a genuine pre-estimate of the liquidated damages likely to be suffered by the Vendor as a result of completion not taking place in accordance with the provisions of this Contract.
- 35.5 The Purchaser need not pay interest under this Additional Condition for as long as the Purchaser is ready, willing and able to complete and completion cannot take place because the Vendor cannot complete.

#### **36. Liquidation bankruptcy or death**

- 36.1 Should the Purchaser prior to completion die or become mentally ill, then the Vendor may rescind this Contract by notice in writing sent to the Solicitor named as the Purchaser's Solicitor.

- 36.2 Should the Purchaser prior to completion be declared bankrupt or enter into any scheme or make any arrangement for the benefit of creditors or have a petition for its winding up presented or enter into any scheme of arrangement under Part 5.1 or Part 5.3A of the Corporations Act or should any liquidator, receiver, administration or official manager be appointed in respect of the Purchaser, the Purchaser shall be deemed to be in default hereunder.

### **37. Purchaser's acknowledgement**

- 37.1 The Purchaser acknowledges that the title to the Land, the Plan and/or the proposed lot/s and/or the Property may be affected or amended by any one or more of the following:
- 37.1.1 redefinition of the boundaries of the Land;
  - 37.1.2 road widening re-alignment or dedication;
  - 37.1.3 leases, easements or dedications;
  - 37.1.4 variation of the proposed boundaries between the lots other than the Property;
  - 37.1.5 alteration to the lot number;
  - 37.1.6 increase or reduction in the number of lots.
- 37.2 If the Plan as registered is affected or amended as contemplated in this Additional Condition then the Plan will be deemed to be substantially in the form of the Plan for the purposes of Additional Condition 33 of this Contract.
- 37.3 Notwithstanding any contrary provision in this Contract, the Purchaser agrees not to make any objection, requisition or claim, nor delay completion nor rescind or terminate should the circumstances set out in Additional Condition 37.1 occur.

### **38. Easements, etc**

- 38.1 The Purchaser acknowledges that he is aware that at the date of this Contract:-
- 38.1.1 there have not been created all the easements, covenants, positive covenants (including those created for on-site detention systems), rights of way and restrictions as to user;
  - 38.1.2 there have not been entered into all the leases, agreements and arrangements;
  - 38.1.3 there have not been granted all the rights and privileges; and
  - 38.1.4 there has not been dedicated all the land;

which it may be necessary or desirable for the Vendor or which the Vendor is required by any competent authority to create, enter into, grant transfer or dedicate in respect of the Land and the Development prior to completion.

- 38.2 If it is necessary or desirable for the Vendor or if the Vendor is required by any competent authority prior to completion to create easements, covenants, positive covenants, rights of way or restrictions as to user, to enter into leases, agreements or

arrangements, to grant rights or privileges in respect of the Land or any adjoining land or to dedicate or transfer land from the Land, the Purchaser agrees that he may not make any objection, requisition or claim nor rescind or terminate in respect of that creation, entering, grant, transfer or dedication.

### **39. Replacement of documents**

- 39.1 At any time before completion the Vendor may serve notice that the Vendor wishes to replace a document attached to this Contract other than the Printed Conditions and these Additional Conditions with another document (being a document a copy of which is forwarded with that notice).
- 39.2 From and including the day a notice under Additional Condition 39.1 is served, the replaced document is taken to be no longer attached to this Contract and the document substituted for it is taken to be attached to this Contract.
- 39.3 Subject to Additional Condition 39.4, the Purchaser may not make a claim or requisition, delay completion, rescind or terminate because the Vendor has served a notice under Additional Condition 39.1 and the replaced document is taken to be no longer attached to this Contract and the document substituted for it is taken to be attached to this Contract.
- 39.4 If there is a difference between the replaced documents and the documents substituted for them which detrimentally affects the Property to an extent which is not minor, the Purchaser may rescind by written notice to the Vendor within 14 days after the day the Vendor serves notice under Additional condition 39.1

### **40. Selling agent**

- 40.1 The Purchaser warrants that except for the Estate Agent or Agents referred to in this Contract, he has not been introduced to the Property or to the Vendor by any other Estate Agent or employee of another Estate Agent and agrees to indemnify and keep indemnified the Vendor against all claims, actions, suits, demands, costs and expenses in relation to a breach of this warranty. This Additional condition shall not merge on completion.

### **41. Existing services**

- 41.1 The Purchaser shall take title subject to existing water sewerage drainage electricity and other installations and services and shall not make any objection requisition or claim for compensation or rescind or terminate in respect thereof on the ground that any connection passes through any other property or that any connection to any other property passes through the Land.
- 41.2 Should any water or sewerage main or any underground or surface storm water pipe pass through over or under (or should any sewer manhole or vent be on) the Land, the Purchaser shall not make any objection thereto or make any requisition or claim any compensation or rescind or terminate in respect thereof.
- 41.3 The Purchaser acknowledges that there is no sewer currently available to or supplied to the Land and that there is no diagram for the Land available from a recognised sewerage authority in the ordinary course of administration.
- 41.4 The Vendor discloses that notwithstanding Additional Condition 41.3, it is intended that a low-pressure sewerage connection will be available to the boundary of the Property on or before the completion date and the Purchaser shall not make any

objection thereto or make any requisition or claim any compensation in respect thereof.

#### **42. Purchaser's caveat**

- 42.1 The Purchaser shall not lodge a Caveat for registration in respect of the title to the Land prior to completion. A breach of this clause constitutes a breach of an essential term of the Contract entitling the Vendor to terminate the Contract in accordance with clause 9.

#### **43. Land tax, council rates and water rates**

- 43.1 If, at completion, a separate assessment for council rates and charges in respect of the Property for the year current at the completion date has not been issued, the rates will be adjusted on a pro-rata area basis having regard to the total area of land referred to the then current assessment for the Property in which the subject land is included.

- 43.2 The Vendor must, on or before completion, pay or procure the payment of:

- (a) any assessment for council rates; and
- (b) any assessment for water and sewerage rates;

issued before completion for the Land or the Property either in full or to the extent necessary to free the Property from any charge for the payment of rates.

- 43.3 The Vendor must on or before completion, pay or procure the payment of any assessment for land tax issued before completion for the land or for the Property either in full or to the extent necessary to free the Property from any charge for the payment of land tax.

#### **44. Selling and leasing activities**

- 44.1 The Purchaser acknowledges that both before and after completion the Vendor and persons authorised by the Vendor may:

- 44.1.1 conduct selling and leasing activities upon the Land (but not the Property);
- 44.1.2 place and maintain in, on and about the land (but not the Property) signs in connection with those selling and leasing activities; and
- 44.1.3 place and maintain in, on and about the Land (but not the Property) an office or other facility or both for salespersons.

- 44.2 The covenants in this clause shall continue until the Vendor completes the sale of all lots in the Plan and in any further subdivision or subdivision of the Land.

- 44.3 This condition shall not merge at completion.

#### **45. Non merger**

- 45.1 The parties acknowledge that the benefit of the provisions of this Contract having application after completion continue to apply notwithstanding completion.

#### **46. Property sold in present condition**

- 46.1 The Purchaser acknowledges that he is purchasing the Property in its present condition and state of repair and subject to any infestation contamination and dilapidation as at the date of this Contract and as a result of his own inspection, knowledge and enquiries and that the Vendor has not nor has any one on his behalf made any representation or warranty in respect of the Property whether as to its fitness for any particular purpose or for the erection of any particular type of structure or otherwise and the Purchaser acknowledges that he shall not be entitled to call upon the Vendor to effect any repairs or remediation whatsoever to the Property nor make any objection, requisition or claim for compensation in respect of any such matter as is referred to herein.
- 46.2 The Purchaser acknowledges that the land is not fenced and that the Vendor, whilst owning any land having a common boundary with the subject land, shall not be obliged to contribute to the cost of erection or maintenance of any dividing fence between the subject property and any such land owned by the Vendor having a common boundary with the subject land. This clause shall not merge on completion, and the Purchasers shall include, in the transfer of Land, a covenant in these terms to bind the Purchasers, their heirs successors and lawful assigns.

#### **47. Re-Sale prior to completion**

- 47.1 The Purchaser agrees that during the currency of this Contract the Purchaser will only be entitled to list the Property for re-sale with the real estate agents then currently engaged by the Vendor to market the land and the Purchaser agrees otherwise not to advertise for sale the Property during the currency of this Contract.

#### **48. Guarantee and Indemnity**

- 48.1 If the Purchaser is a corporation (other than a corporation listed on any Australian Stock Exchange) the Purchaser must procure the completion and execution of the following unconditional guarantee by two natural persons over the age of 18 years who are directors of or substantial shareholders of the Purchaser ("the Guarantees").
- 48.2 The guarantors as testifies by their execution of the Guarantee Agreement attached to this Contract:
- 48.2.1 give this guarantee and indemnity in consideration of the Vendor agreeing to enter into this Contract; and
- 48.2.2 acknowledge that the Vendor has given valuable consideration for this guarantee and indemnity.
- 48.3 The Guarantors unconditionally and irrevocably guarantee to the Vendor:
- 48.3.1 payment to the Vendor of all monies due to the Vendor under this Contract; and
- 48.3.2 the due and punctual performance by the Purchaser of all its obligations under this Contract.
- 48.4 If the Purchaser does not pay any amount due to the Vendor on time and in accordance with the terms of this Contract, then the Guarantors agree to pay those monies to the Vendor on demand by the Vendor.

- 48.5 As an independent and principal obligation the Guarantors indemnify the Vendor against all liability or loss arising from, and any costs, charges or expenses incurred in connection with, or arising out of the failure of the Purchaser to make payment to the Vendor of all monies due to the Vendor under this Contract or the failure of the Purchaser to duly and punctually perform all or any of its obligations under this Contract.
- 48.6 The Indemnity in the previous clause shall extend to any loss arising from any monies payable by the Purchaser under this Contract or from the Purchaser because of any circumstances whatsoever.
- 48.7 This Guarantee and Indemnity is a continuing security and extends to all monies payable under this Guarantee and Indemnity.
- 48.8 The Vendor need not make a demand on the Purchaser before making a demand on the Guarantors or any one of them. A demand on the Guarantors or any one of them may be made at any time and from time to time.
- 48.9 The Guarantors waive any right they have of first requiring the Vendor to proceed against or enforce any other right against the Purchaser or any other person including another of the Guarantors, before making any claim against the Guarantors under this Guarantee and Indemnity.
- 48.10 The liabilities of the Guarantors under this Guarantee and Indemnity of the Guarantors whether as guarantors or as principals are not affected by anything which might otherwise affect them at law or in equity including, without limitation, one or more of the following:
- 48.10.1 the Vendor or other person granting time or other indulgence to, compounding or compromising with or releasing the Purchaser; or
  - 48.10.2 acquiescence, delay, acts, omissions or mistakes on the part of the Vendor; or
  - 48.10.3 any variation or novation of a right of the Vendor, or alteration of this Contract or document, in respect of the Purchaser.
- 48.11 As long as any monies payable under this Guarantee and Indemnity remain unpaid the Guarantors may not, without the consent of the Vendor:
- 48.11.1 make claim or enforce a right against the Purchaser or its property; or
  - 48.11.2 prove in completion with the Vendor in any bankruptcy or liquidation of the Purchaser.
- 48.12 The Guarantors represent and warrant that:
- 48.12.1 their obligations under this Guarantee and Indemnity are valid and binding;
  - 48.12.2 they do not enter into this Guarantee and Indemnity in the capacity of a trustee for settlement;
  - 48.12.3 they are natural persons over the age of 18 years; and
  - 48.12.4 they are Directors of or substantial shareholders of the Purchaser.
- 48.13 This Additional Condition is an essential term of this Contract.

#### **49. Identification and position of property**

49.1 Subject always to any specific right of rescission that may be available under this Contract or under the Conveyancing (Sale of Land) Regulation 2005, no objection, requisition or claim shall be made by the Purchaser in respect of any of the following matters:

- (a) the identification of the Property;
- (b) the position of any improvements thereon;
- (c) the non-compliance of the Property with the provisions of the Local Government Act, 1993 and the Ordinance and Regulations thereunder except in so far as they relate to any non-compliance in respect of a building or structure on the land which is not specifically disclosed and clearly described in the Contract;
- (d) any irregularities in respect of the provisions of the Local Government Act 1993 or the Environmental Planning & Assessment Act 1979 or any Ordinance or Regulation made thereunder.

#### **50. Reimbursement of Vendor's legal expenses**

50.1 (a) In the event that:

- (i) The Purchaser fails to submit a transfer within the time limit in this Contract, the Purchaser shall pay to the Vendor the sum of \$55.00 (inclusive of GST).
  - (ii) The Vendor issues a Notice to Complete the Purchaser shall pay the Vendor the sum of \$275.00 (inclusive of GST).
  - (iii) The Purchaser fails to effect settlement after appropriate arrangements have been made, the Purchaser shall pay to the Vendor the sum of \$99.00 (inclusive of GST) for each such failure.
  - (iv) This Contract is settled at any address other than the address provided herein pursuant to the request of the Purchaser, the Purchaser shall pay to the Vendor the sum of \$85.00 (inclusive of GST).
  - (v) The Purchaser requests an extension pursuant to Section 66S of the Conveyancing Act 1919 and does not serve a notice pursuant to Section 66U of the Conveyancing Act 1919, for each extension granted by the Vendor the Purchaser shall pay to the Vendor the sum of \$110.00 (inclusive of GST).
- (b) Any amount to be paid by the Purchaser to the Vendor pursuant to this clause shall be paid on settlement as part of the balance of the price such that the Vendor may refuse to settle unless any such amount is so paid.
- (c) Each of the amounts specified in this Clause is a genuine pre-estimate of the legal and other expenses of the Vendor consequent upon the specified event.

## **51. Restriction and Transfer including Covenant**

- 51.1 If it is required by any competent authority prior to completion to amend or create further easements or restrictions the Purchaser agrees that he may not make any objection, requisition or claim nor rescind or terminate in respect of that amendment or addition .

## **52. Staged Development**

- 52.1 The Vendor discloses that it is intended that the development will be carried out in stages. Whilst it is the Vendor's current intention to develop the whole of the Land the Vendor shall be under no obligation to carry out any further development of the Land other than the aforementioned lots and the Purchaser shall raise no objection requisition or claim for compensation in the event that the Vendor does not carry out any further development of the Land that is not in accordance with the Plan. The provisions of this Additional Condition shall not merge on completion but shall endure thereafter for the benefit of the Vendor.

## **53. Murray River Council Section 10.7(2) Certificates**

The Purchaser acknowledges that the Murray River Council Section 10.7(2) Certificates referred to the Parent Lots being the Lots that were subdivided and creating the existing Lot to be subdivided. The Purchaser shall not make any objection, requisitions or claim for compensation in respect of the annexed Section 10.7(2) Certificates and shall not rescind the Contract merely as a consequence of the 10.7(2) Certificates referring to the Parent Lots.



## Disclosure Statement – Off the Plan Contracts

This is the approved form for the purposes of s66ZM of the Conveyancing Act 1919.

<b>VENDOR</b>	Barham Vines Pastoral Company Pty Ltd ACN 609 746 812
<b>PROPERTY</b>	Proposed Lot in an unregistered Plan of Subdivision Lot 4 DP1287878

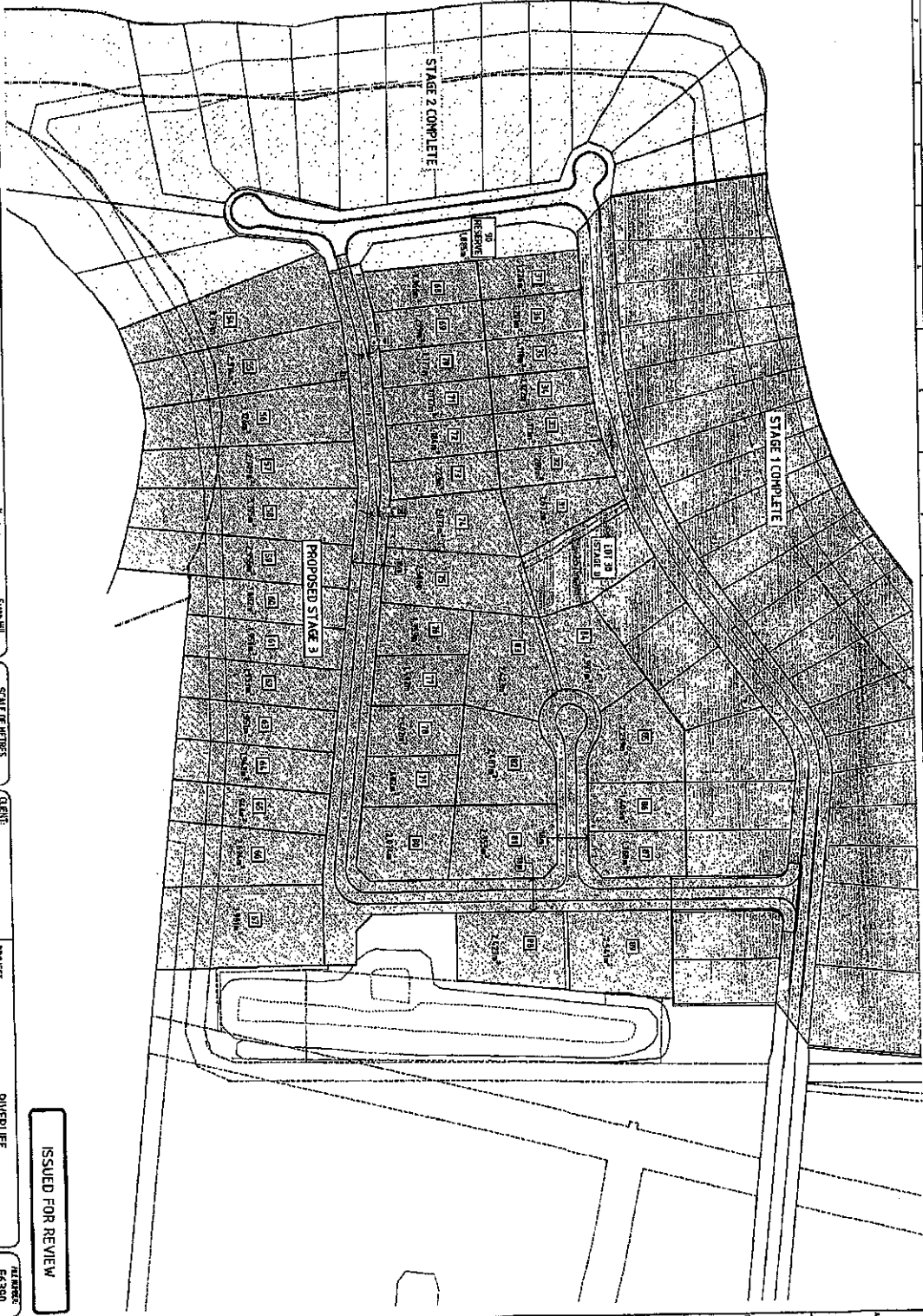
<b>TITLE STRUCTURE</b>	
Will the lot be a lot in a strata scheme?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Will the lot also be subject to a Strata Management Statement or Building Management Statement?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Will the lot form part of a community, precinct or neighbourhood scheme?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If Yes, please specify scheme type:

<b>DETAILS</b>					
Completion	<small>42nd day of Contract or 21 days after Plan has been registered</small>	Refer to clause(s):	35		
Is there a sunset date?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Can this date be extended?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Refer to clause(s):	33
Does the purchaser pay anything more if they do not complete on time?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:	50		
Has development approval been obtained?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Development Approval No:	DA 24/12		
Has a principal certifying authority been appointed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Provide details:			
Can the vendor cancel the contract if an event preventing or enabling the development does or does not occur?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:			

<b>ATTACHMENTS</b> (s66ZM(2) of the Conveyancing Act 1919)	
The following prescribed documents are included in this disclosure statement (select all that apply).	
<input checked="" type="checkbox"/> draft plan <input type="checkbox"/> s88B instrument proposed to be lodged with draft plan <input type="checkbox"/> proposed schedule of finishes <input type="checkbox"/> draft strata by-laws <input type="checkbox"/> draft strata development contract	<input type="checkbox"/> draft community/precinct/neighbourhood/management statement <input type="checkbox"/> draft community/precinct/neighbourhood/development contract <input type="checkbox"/> draft strata management statement <input type="checkbox"/> draft building management statement



DA  
24/72-2



NO.	DATE	DESCRIPTION	BY	CHECKED
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

**pricemeter**  
 CONSULTANTS  
 10000 Highway 104, Suite 100  
 Richmond, BC V6X 1A7  
 Tel: (604) 273-8888  
 Fax: (604) 273-8889  
 Email: info@pricemeter.com  
 Website: www.pricemeter.com

Scale: 1:1000  
 Date: 24/72-2  
 Project: RIVERLIFE STAGE 3  
 Drawing: DEVELOPMENT PLAN

**SCALE OF METERS**

0 10 20 30 METERS

**CLIENT**  
 RIVERLIFE PROPERTY GROUP

**PROJECT**  
 RIVERLIFE STAGE 3  
**DEVELOPMENT PLAN DA 24/72-2**

**PLANNING**  
 F-330  
 1/27/21  
 1/27/21

ISSUED FOR REVIEW



# LAND REGISTRY SERVICES

## NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 4/1287878

SEARCH DATE	TIME	EDITION NO	DATE
19/1/2023	4:40 PM	1	16/1/2023

### LAND

LOT 4 IN DEPOSITED PLAN 1287878  
AT BARHAM  
LOCAL GOVERNMENT AREA MURRAY RIVER  
PARISH OF BARHAM COUNTY OF WAKOOL  
TITLE DIAGRAM DP1287878

### FIRST SCHEDULE

BARHAM VINES PASTORAL COMPNAV PTY LTD

### SECOND SCHEDULE (11 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 LAND EXCLUDES MINERALS WITHIN THE PART(S) SHOWN SO INDICATED IN THE TITLE DIAGRAM - SEE CROWN GRANT(S)
- 3 C49098 EASEMENT FOR ACCESS 10.06 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 K353644 RIGHT OF WAY 11.06 METRE(S) WIDE APPURTENANT TO THE PART(S) SHOWN SO BENEFITED IN THE TITLE DIAGRAM
- 5 DP1202636 EASEMENT FOR SERVICES 4 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 DP1202636 EASEMENT FOR LEVEE VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 7 DP1202636 EASEMENT FOR DRAINAGE OF WATER 3 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 8 DP1202636 EASEMENT TO DRAIN WATER VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 9 DP1202636 EASEMENT FOR POWERLINES (OVERHEAD) VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 10 DP1270988 RESTRICTION(S) ON THE USE OF LAND
- 11 DP1287878 EASEMENT FOR UNDERGROUND POWERLINES 2 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

### NOTATIONS

UNREGISTERED DEALINGS: NIL

\* 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.  
Hazlett Information Services 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.

Date and Time of Search: Thu Jan 19 05:40:00 2023  
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INFORMATION SERVICES

Level 704/60 Park Street, Sydney 2000 | DX 1078 SYDNEY | GPO Box 96, Sydney 2001  
Ph: 02 92615211 Fax: 02 92647752 | R Hazlett & Co. ABN 20 104 470 340 | www.hazlett.com.au

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

Admin-ADMIN-

PRINTED ON 19/1/2023

\* 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.  
Hazlett Information Services 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.

Date and Time of Search: THU Jan 19 05:40:00 2023  
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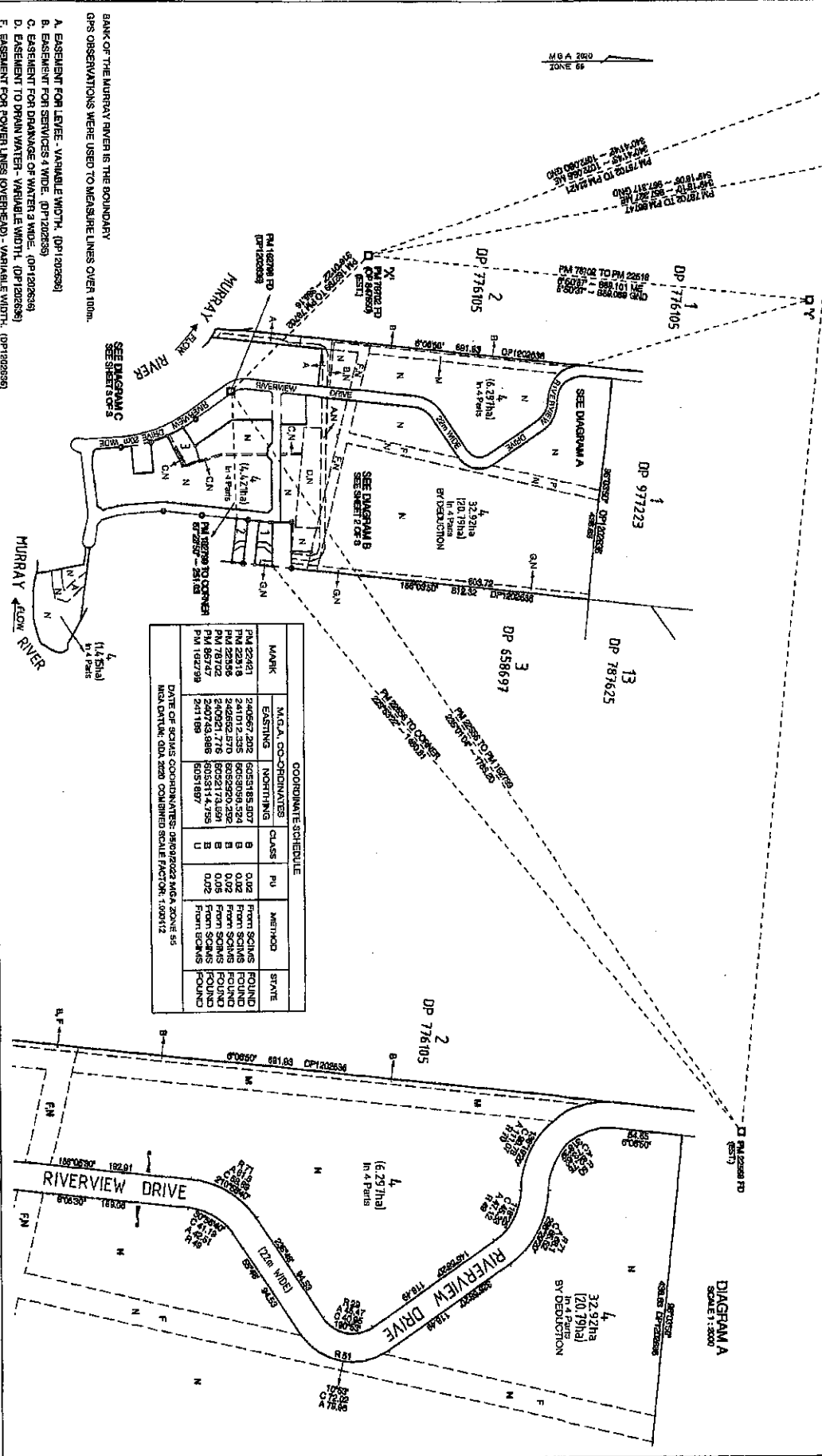
Level 704/60 Park Street, Sydney 2000 | DX 1078 SYDNEY | GPO Box 96, Sydney 2001  
Ph: 02 92615211 Fax: 02 92647752 | R Hazlett & Co. ABN 20 104 470 340 | [www.hazlett.com.au](http://www.hazlett.com.au)

PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

LMK. Sheet 1 of 3 sheets

FROM	TO	GRID BEARING	DISTANCE	METHOD
PM 78702	PM 22518	5°50'37"	889.101	RTH GNSS
PM 78702	PM 22519	5°50'37"	889.099	EDM TRAVERSE



MARK	M.G.A. CO-OBJECTS	NORTHING	EASTING	CLASS	P.U.	METHOD	STATE
PM 22461	240567.202	6255185.507		B	0.02	From SCANS FOUND	
PM 22418	241071.235	6258006.524		B	0.02	From SCANS FOUND	
PM 78702	240921.778	6252173.591		B	0.05	From SCANS FOUND	
PM 85747	240743.888	6255814.755		B	0.02	From SCANS FOUND	
PM 192739	241188	6255187		U		From SCANS FOUND	

BANK OF THE MURRAY RIVER IS THE BOUNDARY  
 GPS OBSERVATIONS WERE USED TO MEASURE LINES OVER 100m.

A. EASEMENT FOR LEVEL - VARIABLE WIDTH. (DP1202858)  
 B. EASEMENT FOR SERVICES 4 WIDE. (DP1202859)  
 C. EASEMENT FOR DRAINAGE OF WATER 2 WIDE. (DP1202858)  
 D. EASEMENT TO DRAIN WATER - VARIABLE WIDTH. (DP1202859)  
 E. EASEMENT FOR POWER LINES OVERHEAD - VARIABLE WIDTH. (DP1202859)  
 F. EASEMENT FOR ACCESS 10.00 WIDE. (C349068)  
 M. LAND EXCLUDES MINERALS BY CROWN GRANT.  
 N. BARRIQUETTED BY RIGHT OF WAY 11.00 WIDE. (G238444)  
 P. EASEMENT FOR UNDERGROUND POWER LINES 2 WIDE.



Surveyor: ANDREW ROBERT MERRITT  
 Date of Survey: 05/02/2022  
 Surveyor's Ref: P6390 55

PLAN OF SUBDIVISION  
 LOT 15 IN DP1287878  
 LOT 30 IN DP1202858

LGA: MURRAY RIVER  
 Locality: BAHAM  
 Subdivision No: 15/2021.1024.6  
 Large number: Revision: Date: 15/01

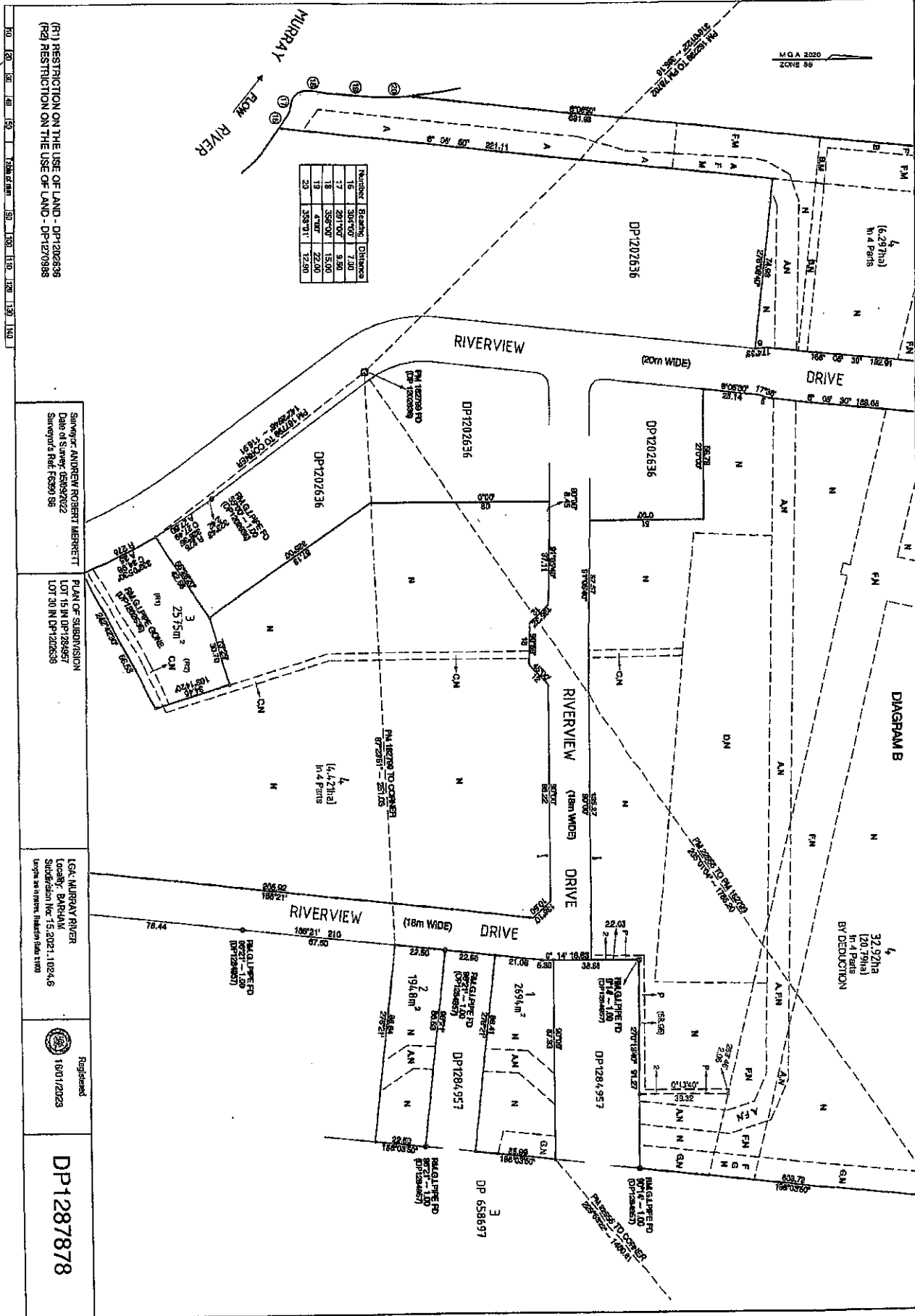


DP1287878

PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

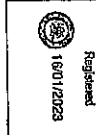
Sheet 2 of 3 sheets



SUBJECT: ANDREW ROBERT WENNETT  
 Date of Stamp: 08/08/2022  
 Stamp Ref: F590158

PLAN OF SUBDIVISION  
 LOT 15A IN DP1284957  
 LOT 15B IN DP128636

LOCALITY: MURRAY RIVER  
 Locality: BARRAW  
 Subdivision No: 15, 2021, 10246  
 Unpin as in River, (Relation State Title)



DP1287878

PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

LXAL Sheet 3 of 3 sheets

MGA 2020  
 ZONE 55

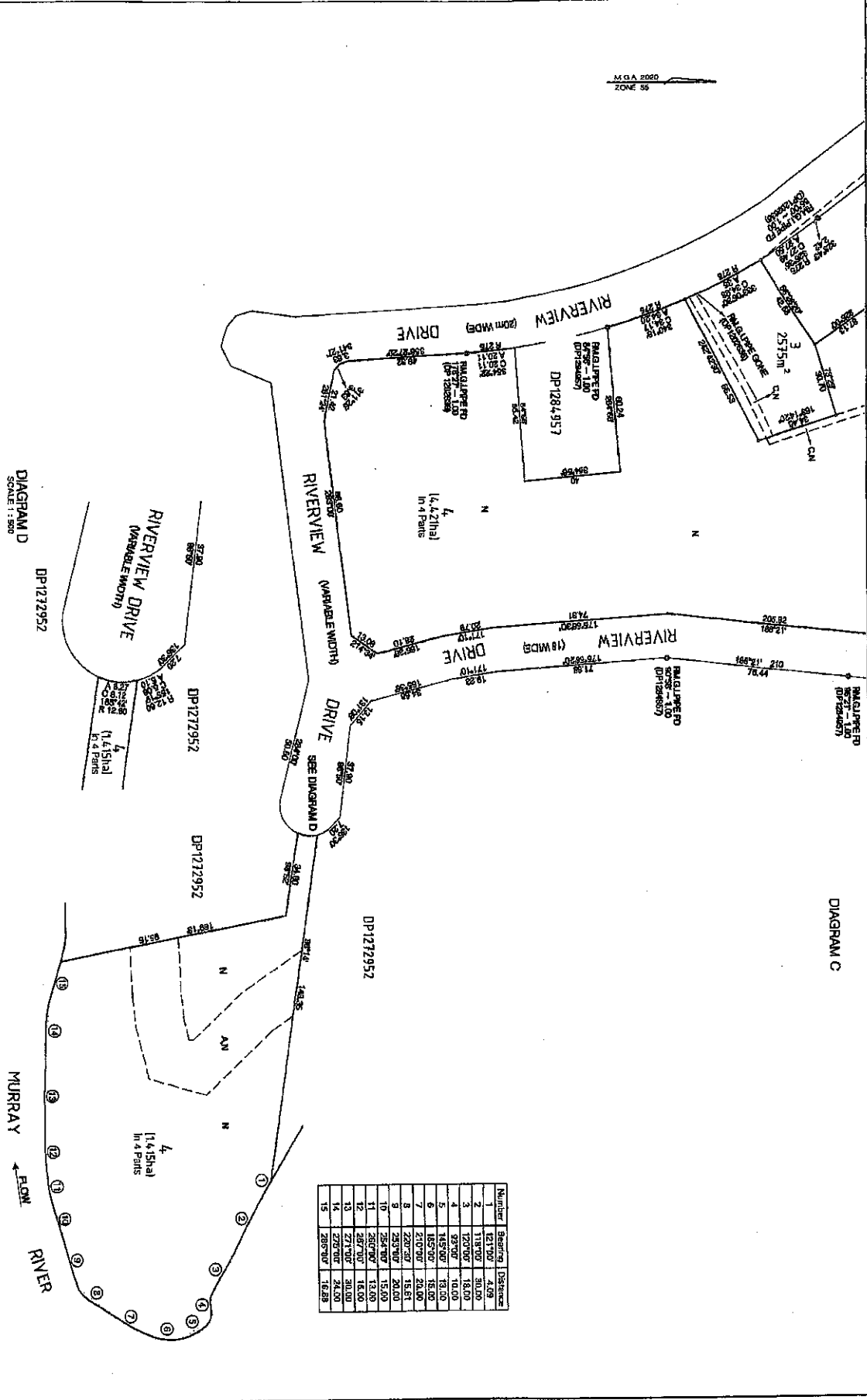


DIAGRAM D  
 SCALE 1:500  
 DP1272952

Surveyor: ANDREW ROBERT HERRITT  
 Date of Survey: 05/09/2022  
 Surveyor's Ref: 75393 SS



PLAN OF SUBDIVISION  
 LOT 15 IN DP 1284827  
 LOT 30 IN DP 1282616

LGA: MURRAY RIVER  
 Locality: BARRAM  
 Subdivision No: 15, 2021, 1024, 6  
 Length in metres (rounded down) 1199





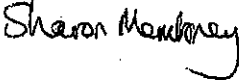
DP1287878








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

Plan Form 6_Digital (2021)		Deposited Plan Administration Sheet		Sheet 1 of 4
Registered  16/01/2023	OFFICE USE ONLY	<b>DP1287878</b>		
Title, System TORRENS		LGA MURRAY RIVER		
Plan of Subdivision of lot 30 in DP1202636 and lot 15 in DP1284957		LOCALITY BARHAM		
		PARISH BARHAM		
		COUNTY WAKOOL		
<p><b>Survey Certificate</b> <span style="float: right;">Partial Survey</span></p> <p>I, <b>Andrew Robert Merrett</b> of <b>PRICE MERRETT CONSULTING</b>, a surveyor registered under <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>The part of the land shown in the plan Excluding Lot 4 was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on 05/09/2022, the part not surveyed was compiled in accordance with that Regulation.</p>		<p><b>Crown Lands NSW/Western Lands Office Approval</b></p> <p>I, _____ (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature _____ Date _____</p> <p>File Number _____ Office _____</p>		
<p>Urban/Rural _____ Terrain _____</p> <p>Urban _____ Level-Undulating _____</p> <p>Datum line _____</p> <p>X-Y _____</p> <p>Signature _____</p> <p>Dated _____ Surveyor Identification No. _____</p> <p>08/09/2022 SU008848</p> <p>surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>.</p>		<p><b>Subdivision Certificate</b> <span style="float: right;">(Check One)</span></p> <p>I, <b>Phillip Smith</b></p> <p><input checked="" type="checkbox"/> Authorised Person  <input type="checkbox"/> General Manager  <input type="checkbox"/> Registered Certifier</p> <p>certify that the provisions of section 6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature </p> <p>Consent Authority  <b>Murray River Council</b></p> <p>Date of Endorsement _____ Subdivision Certificate Number _____</p> <p>21-October-2022 15.2012.1024.6</p> <p>File Number _____</p> <p>10.2012.1024.2</p>		
Plans Used in the preparation of this survey <b>DP1202636, DP1279935, DP1284957</b>		Statement of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.		
Surveyor's Reference <b>F6390_S6</b>		Signatures, Seals and Section 88B Statements should appear on the following sheet(s)		




Plan Form 6_Digital (2021)		<b>Deposited Plan Administration Sheet</b>	Sheet 2 of 4
Registered  16/01/2023	OFFICE USE ONLY	<b>DPI287878</b>	
<b>Plan of subdivision of lot 30 in DP1202636 and lot 16 in DP1284957</b>		This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> <li>• A schedule of lots and addresses - See 60(c) SSI Regulation</li> <li>• 2017 Statements of Intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li> <li>• Signatures and seals - see 195D Conveyancing Act 1919</li> <li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>	
Subdivision Certificate Number 15:2012.1024.6  Date of Endorsement 21-October-2022			
<b>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED, IT IS INTENDED TO create:</b>			
1. Easement for Underground Power lines 2 Wide (P)			
Surveyor's Reference F6380_S6			

Plan:Form 6_Digital (2021)	<b>Deposited Plan Administration Sheet</b>	Sheet 3 of 4
Registered  16/01/2023 OFFICE USE ONLY	<b>DP1287878</b>	
<b>Plan of Subdivision of lot 30 in DP1202636 and lot 15 in DP1284957</b>	This sheet is for the provision of the following information as required: <ul style="list-style-type: none"><li>• A schedule of lots and addresses - See 60(c) SSI Regulation</li><li>• 2017 Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li><li>• Signatures and seals- see 195D Conveyancing Act 1919</li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul>	
Subdivision Certificate Number 15.2012.1024.6		
Date of Endorsement 21-October-2022		
STREET ADDRESSES FOR ALL LOTS ARE NOT AVAILABLE.		
Name of Registered Proprietor: Sharon Elizabeth Membrey		
Signature of the Registered Proprietor: 		
Name of Registered Proprietor:		
Signature of the Registered Proprietor:		
Surveyor's Reference F6390_S6		

Plan Form 6_Digital (2021)		Deposited Plan Administration Sheet		Sheet 4 of 4						
Registered	 16/01/2023	OFFICE USE ONLY	<b>DP1287878</b>							
<b>Plan of Subdivision of lot 30 in DP1202636 and lot 15 in DP1284957</b>		This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> <li>• A schedule of lots and addresses - see 60(c) SSI Regulation</li> <li>• 2017 Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li> <li>• Signatures and seals- see 195D Conveyancing Act 1919</li> <li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>								
Subdivision Certificate Number 15.2012.1024.6		Date of Endorsement 21-October-2022								
<p>Executed on behalf of the Corporation named below by the authorised person(s) whose signature(s) appear below pursuant to the authority specified</p> <p><b>Company Name:</b> Barham Vines Pastoral Company Pty Ltd</p> <p><b>Company ACN or ABN:</b> ACN 808746812</p> <p><b>Authority:</b> Section 127 of the Corporations act 2001</p> <table style="width: 100%;"> <tr> <td style="width: 50%;"> <p><b>Signature:</b></p>  </td> <td style="width: 50%;"> <p><b>Signature:</b></p>  </td> </tr> <tr> <td> <p><b>Name:</b> Colin Membrey</p> </td> <td> <p><b>Name:</b> Kelly Membrey</p> </td> </tr> <tr> <td> <p><b>Position:</b> Director</p> </td> <td> <p><b>Position:</b> Director</p> </td> </tr> </table>					<p><b>Signature:</b></p> 	<p><b>Signature:</b></p> 	<p><b>Name:</b> Colin Membrey</p>	<p><b>Name:</b> Kelly Membrey</p>	<p><b>Position:</b> Director</p>	<p><b>Position:</b> Director</p>
<p><b>Signature:</b></p> 	<p><b>Signature:</b></p> 									
<p><b>Name:</b> Colin Membrey</p>	<p><b>Name:</b> Kelly Membrey</p>									
<p><b>Position:</b> Director</p>	<p><b>Position:</b> Director</p>									
Surveyor's Reference F8390_S6										

FEB 11 1908  
 NEW SOUTH WALES  
 MEMORANDUM OF DECISION C 1008  
 (Land Rights Act 1906)



I, Robert Leonard McKeogh, of the State of New South Wales, Minister of Religion, being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject however to such encumbrances as are indicated as are recited by the instrument underwritten or entered thereon in consideration of the sum of £200 (two hundred) paid to me by the Water Conservation and Irrigation Commission of the said State (hereinafter referred to as the Commission) the said land is hereby acknowledged to have been granted and conveyed into the Commission for the benefit of the said State and the Commission, the said State, full right and liberty to construct, lay down, make, use, and to ever maintain or have of any works in, upon, along or through all that piece or parcel of land containing therein two rods twenty five perches situate in the Parish of St. Andrew's County of ...  
 which in the said State being part of the land comprised in Certificate of Title dated the twenty second day of December one thousand nine hundred and sixteen registered Volume 271 folio 227 as shown on the plan herewith annexed for the purposes of and in connection with a certain public work namely:— the works in connection with the Spring Irrigation Trust—  
 and for the purposes aforesaid at all reasonable times with or without surveyors, agents, workmen or other persons horses carts carriages water and other vehicles to enter into and upon go, return from and repair through along and over the said land and to bring such plans, tools or in any part thereof and to remove all necessary materials machinery and other articles and to do such other incidental things as may be reasonably necessary in the premises and as the Commission may think fit and the said Robert Leonard McKeogh for himself his heirs executors administrators assigns and assigns for the benefit of the said State and the Commission and the Commission do hereby demand actions suits and causes of actions and all such or sums of money and expences interest damages costs and expences which I now bear or may at any time hereafter bear against the said State the King his heirs and assigns or the Government of the said State or the Commission in respect of any charges for the purposes aforesaid or any of them by the Commission or its assigns agents workmen or other persons or the immediately adjoining lands adjoining to me or in respect of the loss of grass on such lands or the damage occasioned or which may be occasioned by the necessary and proper repairs and maintenance of the said work of grass and it is hereby agreed and declared that the amount hereby granted shall be applied to all that piece of land situate in the Parish and County aforesaid containing an area of one acre measured by the said Certificate of Title herewith annexed together with the land shown on the plan herewith annexed and situate and was.

11/3/08  
 2/6/08  
 7/11/08

11/3/08  
 2/6/08  
 7/11/08

signed at London the twelfth day of December, 1930.

signed in my presence by the said  
Robert Edward K. Higgins  
who is personally known to me,  
Jack Howard P.P.

R. E. K. Higgins  
Signature.

Accepted and hereby verify this transfer  
to be correct for the purposes of the  
Real Property Act.


signed in my presence by the said  
John Thomas Bell  
who is personally known to me.  
John Thomas Bell

John Thomas Bell  
Signature.

C 40088 Transfer & Lease of land of  
of the right & title to a road  
of the  
long part of the  
State of Oklahoma  
D. of Oklahoma  
to of Oklahoma.

The State Surveyor and  
Inspector Commission

Articles contained in register book  
Vol. 127, Vol. 128 and Vol. 129, Vol. 30  
the 10th day of April, 1931 and a record  
in the afternoon

Mrs. D. G. ...  
Acting Register  




THIS FORM MAY BE USED WHERE NEW RESTRICTIVE COVENANTS ARE IMPOSED ON EASEMENTS CREATED OR WHERE THE SIMPLE TRANSFER FORM IS UNAVAILABLE.

NEW SOUTH WALES  
 JUN 8 PM 1  
 \$ = 0300  
 194. No. \_\_\_\_\_  
 New South Wales STAMPTAX DUTY

Fee: \_\_\_\_\_  
 Endowment: 72.00  
 Certificate: \_\_\_\_\_

A 353644

**MEMORANDUM OF TRANSFER**  
 (REAL PROPERTY ACT, 1900.)

I, MR DOUGLAS GORDON O'NEILL Farmer and MARGARET JEAN O'NEILL Married Women both of Barham

Forms must not be discarded in the transfer.

Copy of Land in this instrument should be retained by the Registrar-General. It shall be clear and legible and in permanent black non-copying ink.

(herein called transferor) being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject however, to such encumbrances, liens and interests as are notified hereunder, in consideration of ten shillings (\$0.10.0) (the receipt whereof is hereby acknowledged) paid to us by ROBERT LEONARD MCKENZIE of Barham Minister of Religion

do hereby transfer to

Robert Leonard McKenzie of Barham Minister of Religion registered proprietor of the land comprised in Certificate of Title Volume 2720 Folio 231 (hereinafter called the dominant tenement)

(herein called transferee)

When in BLOCK LETTERS the full name, postal address and occupation of the persons named, and if more than one, whether they hold the land as tenants in common.

The transferee may not of any such our Estate and Interest in ALL THE land mentioned in the schedule following:-

When the amount of the Local Council tax is specified in a subdivision it should be certified and also approved in the Local Government Act. This should accompany the transfer.

County	Parish	Reference to Title			Description of Land (if part only)
		Whole or Part	Vol.	Folio	
Wakool	Barham	Part	2720	51	That piece of land 55 links wide coloured orange on the plan drawn hereunder.

~~THE BASEMENT REGISTERED NO. G48836~~

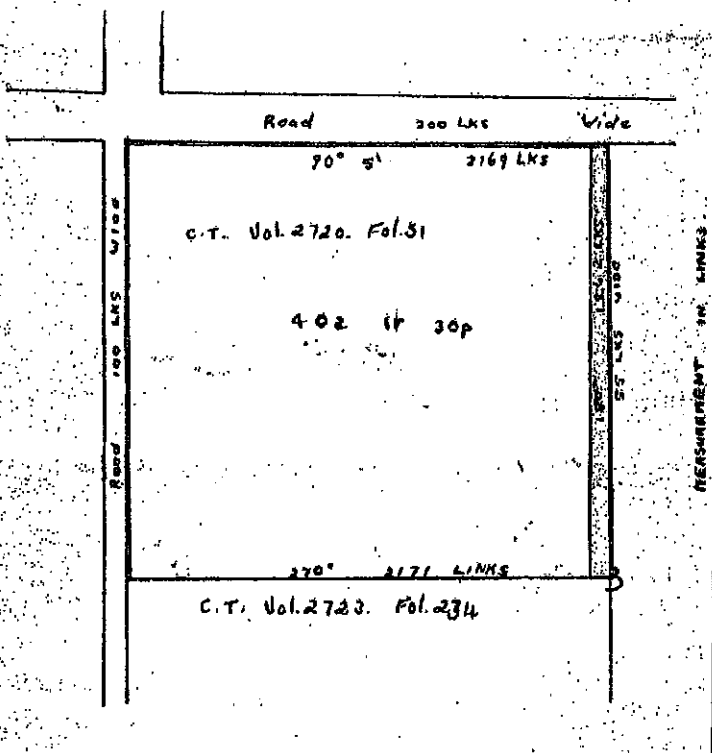
full right and liberty as appurtenant to the land comprised in certificate of title volume 2723 folio 234 for the said ROBERT LEONARD MCKENZIE his executors administrators and assigns as owners or owners for the time being of all or any part of the dominant tenement and all other persons authorised by him or them from time to time and at all times hereafter at his and their will and pleasure going to or from the dominant tenement or any part thereof free and uninterrupted right from time to time and at all times hereafter and for all purposes to go return pass and repass with or without horses live stock or other animals and with or without carts waggons motor cars and trucks tractors and other vehicles of any description and whether laden or unladen from and to the Public Road across through and over all that piece of land 55 links wide as shown in the plan drawn hereunder and coloured orange and every part thereof to or from any part of the dominant tenement.

State not if necessary, or suitably adjust,

(i) if any easements are to be created or any alterations to be made of

(ii) if the statutory provisions implied by the Act are intended to be varied or modified.

Provisions should comply with the provisions of Section 88 of the Conveyancing Act 1919.



REGISTERED PLAN

ENCUMBRANCES, &c. REFERRED TO.  
 THE BASEMENT registered No. G48836

A very short note will suffice.

81165-7





No. **A 353644**

LODGED BY **THESS, DUCKE & PARTNERS**  
**SOLICITORS**  
117 PRY STREET, SYDNEY

**FEE.**  
The Fees, which are payable on lodgment, are as follows:-  
(a) \$5 where the instrument of transfer is accompanied by the relevant Certificate of Title or Crown Grant, otherwise \$5.00. Where such instrument is to be endorsed on more than one folio of the register, an additional charge of \$5. is made for every Certificate of Title or Crown Grant after the first.  
(b) supplementary charge of 10c. is made in each of the following:-  
(i) when a restrictive covenant is imposed; or  
(ii) a new easement is created; or  
(iii) a partial discharge of mortgage is endorsed on the transfer.  
(c) Where a new Certificate of Title must issue the said charges are:-  
(i) \$5 for every Certificate of Title not exceeding 15 folios and without diagrams;  
(ii) \$5 plus 5c. for every Certificate of Title not exceeding 15 folios with one simple diagram;  
(iii) as approved where more than one simple diagram, or no extensive diagram will appear.  
Where the foregoing exceeds 15 folios, the amount of 5c. per folium, extra fee is payable.

**DOCUMENTS LODGED HEREWITH.**

To be filed in by person lodging draft.

1	Received Date No. Receiving Clerk
2	
3	
4	
5	

*Handwritten:* 353644  
353644  
353644

**CONSENT TO GRANT OF EASEMENT  
PARTIAL DISCHARGE OF MORTGAGE**  
(N.B.—Before execution read marginal note.)

**RURAL BANK OF NEW SOUTH WALES** being the mortgagee under Mortgage No. 7876632 hereby consents to the transfer of the land comprised in the within transfer *(handwritten: 353644)* in favour of the transferee but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

This discharge is operative in relation to a transfer of part of the land in the mortgage. The mortgagee agrees that a partial discharge when the land comprised in the mortgage is transferred to a transferee of the land the Certificate of Title or Crown Grant in the whole of the land in the mortgage.

Dated at **MELBOURNE** this \_\_\_\_\_ day of \_\_\_\_\_ 1966

(Signed in my presence by **MELBOURNE**)

The Common Seal of the Rural Bank of New South Wales was hereunto affixed to this instrument, was signed by the Commissioner whose signature is set opposite hereto (under and in pursuance of the power to that behalf delegated to him by Resolution of the Commission) in my presence on \_\_\_\_\_

*Handwritten:* J.P. O'Neill  
Mortgagee

<b>INDEXED</b> <i>Handwritten: A</i>	<b>MEMORANDUM OF TRANSFER</b> <i>Handwritten: 1 part of a right of way</i>
<b>Checked by</b> <i>Handwritten: 20</i>	Particulars entered in Register Book Volume <i>Handwritten: 2420</i> Folio <i>Handwritten: 51</i> <i>Handwritten: 2927</i> <i>Handwritten: 234</i>
<b>Passed (in R.D.B.) by</b> <i>Handwritten: R.S.P.</i>	the <i>Handwritten: 27<sup>th</sup></i> day of <i>Handwritten: June</i> 19 <i>Handwritten: 66</i> at _____
<b>Signed by</b> <i>Handwritten: [Signature]</i>	minutes past <i>Handwritten: 10</i> o'clock in the <i>Handwritten: pm</i> noon. <i>Handwritten: [Signature]</i> Registrar-General

**PROGRESS RECORD.**

	Initials	Date
Sent to Survey Branch		
Received from Records		
Draft written		
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Registers		
Cancellation Clerk		

Ver. \_\_\_\_\_ Fol. \_\_\_\_\_

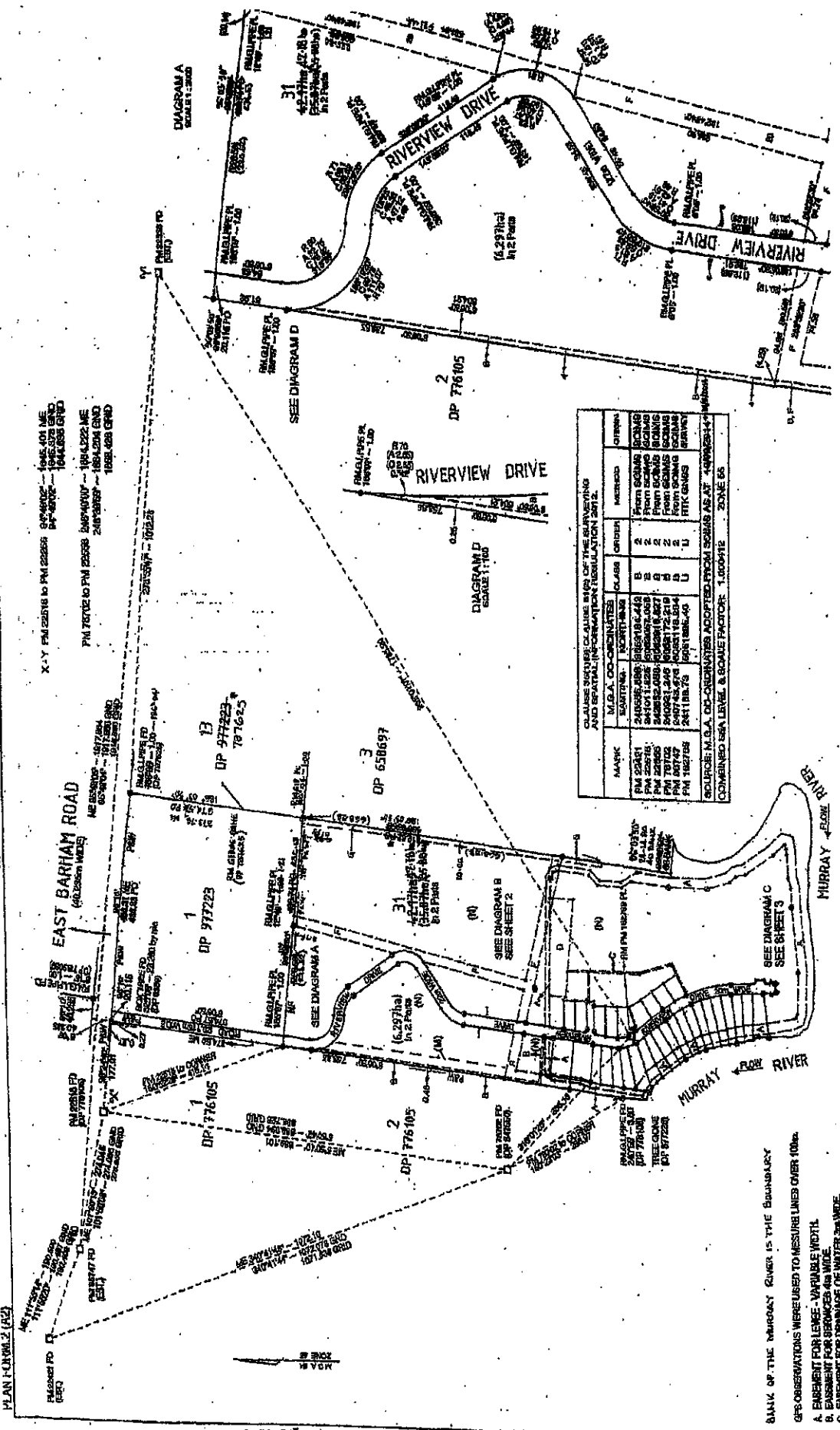
LEAVE THESE SPACES FOR DEPARTMENTAL USE.

Appeared before me at **Berham** this *Handwritten: 27<sup>th</sup>* day of *Handwritten: June* 19*Handwritten: 66* *Handwritten: One* thousand nine hundred and sixty six *Handwritten: Margaret Jean O'Neill* the mortgagee under Mortgage No. 7876632 and declared that she personally signed the within instrument and that she has executed and that the same purporting to be such signature of the said Margaret Gordon O'Neill is his own handwriting and that he was of sound mind and freely and voluntarily signed the same.

*Handwritten:* J.P. O'Neill  
Margaret Jean O'Neill

*Handwritten:* 353644

WINNING TRENCHING OR FILLINGS WILL LEAD TO REJECTION



X-Y PM 25818 to PM 25858 1985.401 ME  
1985.373 END 1985.401 ME  
1985.401 ME 1985.373 END

PM 78782 to PM 25858 2407.4000 ME  
2407.38859 END 1985.4204 END  
2407.38859 END 1985.4204 END

DP1202636 P

18.12.2014

FOR: WATCOOL  
Location: BARHAM  
Submission No: SC08974

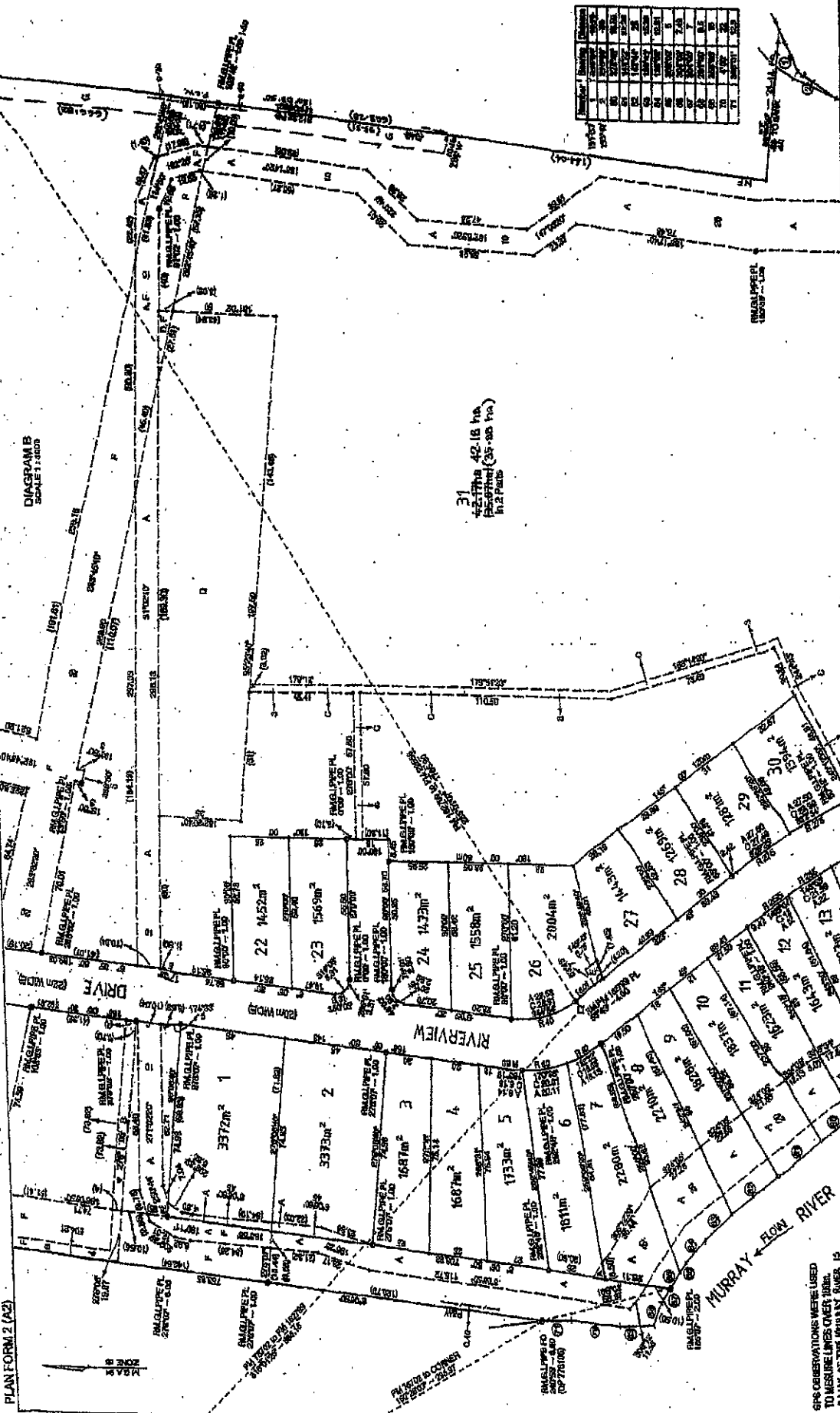
PLAN OF SUBDIVISION  
LOT 1 ON DP 111784  
Surveyor's Ref: 1784 Y8

Surveyor: ANDREW ROBERT MERRITT  
Date of Survey: 30/02/2014  
Surveyor's Ref: 1784 Y8

- BANK OF THE MURRAY RIVER IS THE BOUNDARY
- REMARKS:
- A. EASEMENT FOR LEASE - VARIABLE WIDTH
  - B. EASEMENT FOR SERVICES 4m WIDE
  - C. EASEMENT FOR DRAINAGE OF WATER 3m WIDE
  - D. EASEMENT FOR DRAIN WATER - VARIABLE WIDTH
  - E. EASEMENT FOR POWER LINES (UNDERGROUND) - VARIABLE WIDTH
  - F. EASEMENT FOR POWER LINES (OVERHEAD) - VARIABLE WIDTH
  - G. EASEMENT FOR ACCESS 10-00m WIDE - (C-110715) >
  - (N) LAND ENCLOSES MINERALS BY THE CROWN GRANT
  - (N) BENEFITED BY RIGHT OF WAY 11.00 WIDE (N558644)

PLAN 14-NB-2 (R2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



PLAN FORM 2 (A2)

DIAGRAM B  
SCALE 1:500

Lot No.	Area (m <sup>2</sup> )	Area (ac)
1	1452	0.36
2	1569	0.39
3	1687	0.42
4	1687	0.42
5	1733	0.43
6	1811	0.45
7	2780	0.69
8	2780	0.69
9	2780	0.69
10	2780	0.69
11	2780	0.69
12	2780	0.69
13	2780	0.69
14	2780	0.69
15	2780	0.69
16	2780	0.69
17	2780	0.69
18	2780	0.69
19	2780	0.69
20	2780	0.69
21	2780	0.69
22	1452	0.36
23	1569	0.39
24	1687	0.42
25	1687	0.42
26	1733	0.43
27	1811	0.45
28	2780	0.69
29	2780	0.69
30	2780	0.69
31	42180	103.62



DP1202636

Registered  
19.12.2014

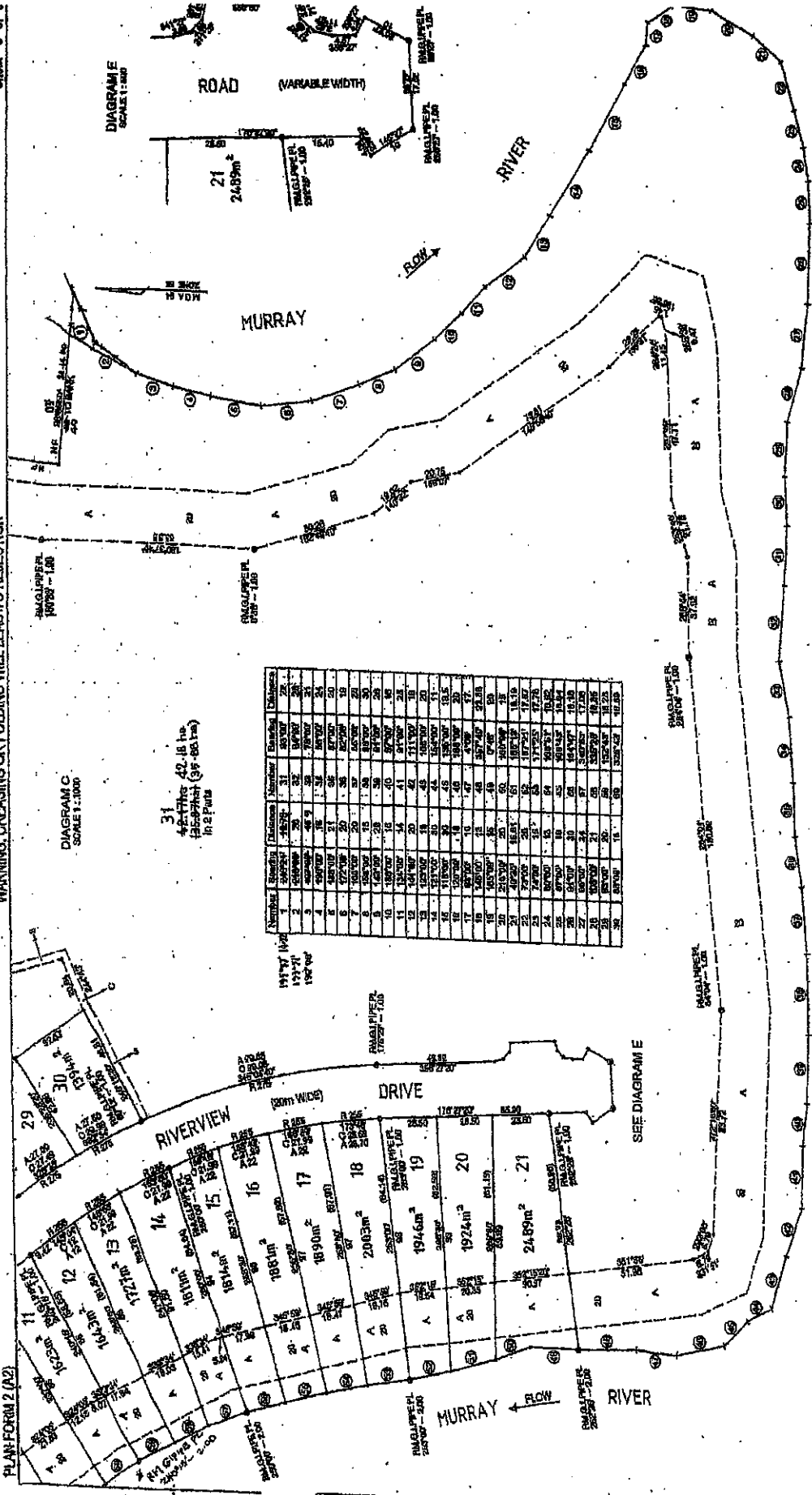
LSA WAKODI  
Locality: BARRHILL  
Subdivision: SC00714  
Legal: cadastral, residential, top

PLAN OF SUBDIVISION  
LOT 11 ON DP 1202636  
LOT 11 ON DP 117704

SURVISED BY ANDREW ROBERT MERRETT  
Date of Survey: 30/03/2014  
Surveyor's Ref: 17500 VO

- GPS OBSERVATIONS WERE USED TO MEASURE LINES OVER 100M. BANK AT THE MURRAY RIVER IS EASEMENT FOR SERVICES 40 WIDE. EASEMENT FOR DRAINAGE OF WATER 300 WIDE. EASEMENT TO DRAIN WATER - VARIABLE WIDTH. EASEMENT FOR POWER LINES (UNDERGROUND) - VARIABLE WIDTH. EASEMENT FOR POWER LINES (OVERHEAD) - VARIABLE WIDTH. EASEMENT FOR ACCESS 10.00 M WIDE.

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION



GPS OBSERVATIONS WERE USED TO MEASURE LINES OVER 100M.  
 BANK OF THE MURRAY RIVER IS THE BOUNDARY SET  
 A. EASEMENT FOR LEASE - VARIABLE WIDTH  
 B. EASEMENT FOR SERVICES 4m WIDE  
 C. EASEMENT FOR DRAINAGE OF WATER 3m WIDE  
 D. EASEMENT FOR DRAINAGE WATER (UNDERGROUND) - VARIABLE WIDTH  
 E. EASEMENT FOR POWER LINES (OVERHEAD) - VARIABLE WIDTH  
 F. EASEMENT FOR POWER LINES (UNDERGROUND) - VARIABLE WIDTH  
 G. EASEMENT FOR ACCESS 1m 0.6m WIDE

PLAN OF SUBDIVISION  
 LOT 11 ON RIVER FRONTAGE  
 LOT 11 ON DP 112284

Surveyor: ANDREW ROBERT MERRITT  
 Date of Survey: 30/08/2016  
 Survey File: 17020 02

Registered  
 18.12.2014



LGA: WAKOOL  
 Locality: BARRHAM  
 Subdivision No.: BDC0014  
 Registered Plan: BDC0014 1988

DP1202636

RE: 4218 / Doc: 1202636 / Plan: 1202636 / Rev: 12-Dec-2014 / Sca: 3000 / Pgm: MLC / Rvc: 18-Dec-2017 09:38 / Dwg: 02 of 6


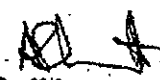
DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

Registered:  19.12.2014	Office Use Only		Only
Title System: TORRENS		<b>DP1202636 S</b>	
Purpose: SUBDIVISION			

<b>PLAN OF SUBDIVISION</b> LOT 1 ON DP 1094360 LOT 11 ON DP 111764	LGA : WAKOOL Locality : BARHAM Parish : BARHAM County : WAKOOL
--	---

<p><b>Crown Lands NSW/Western Lands Office Approval</b></p> <p>..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature: .....</p> <p>Date: .....</p> <p>File Number: .....</p> <p>Office: .....</p>	<p style="text-align: center;"><b>Survey Certificate</b></p> <p>I, ANDREW ROBERT MERRETT of 69 BEVERIDGE STREET, SWAN HILL, a surveyor registered under the Surveying and Spatial Information Regulation 2002, certify that:</p> <p>(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on 30/05/2014.</p> <p>(b) The part of the land shown in the plan ("being" excluding A .....) was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on ....., the part not surveyed was compiled in accordance with that Regulation.</p> <p>(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012.</p>
---	--


<p style="text-align: center;"><b>Subdivision Certificate</b></p> <p>Signature: </p> <p>Accreditation number: .....</p> <p>Consent Authority: <u>WAKOOL SHIRE COUNCIL</u></p> <p>Date of endorsement: <u>26 SEPT 2014</u></p> <p>Subdivision Certificate number: <u>SC06/14</u></p> <p>File number: <u>Ass 1120151 DA 24/12-1</u></p> <p>* Strike through if inapplicable.</p>	<p>Signatures:  Dated: 10/09/2014</p> <p>Surveyor ID: 8848</p> <p>Datum Line: 'X'-'Y'</p> <p>Type: Urban</p> <p>The terrain is Level/Undulating</p> <p>*Strike through if inapplicable. *Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>
---	--

<p>Statements of intention to dedicate public roads, public reserves and drainage reserves.</p>	<p>Plans used in the preparation of survey/compilation</p> <p>DP 977223 DP 1094360 DP 111764 DP 668687 DP 363261 DP 776105 DP 787625 DP 847550 DP 163240</p> <p style="text-align: right; font-size: 8pt;">If space is insufficient continue on Plan Form 6A</p>
---	--

<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	<p>Surveyor's Reference : <b>F7500 V3</b></p>
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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheets

Registered:  19.12.2014 Office Use Only

Only

DP1202636

PLAN OF SUBMISSION  
LOT 1 ON DP 1094360  
LOT 11 ON DP 111764

This sheet is for the provision of the following information as required:  
 • A schedule of lots and addresses - See 60(c) SSI Regulation 2012  
 • Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919  
 • Signatures and seals- see 195D Conveyancing Act 1919  
 • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number SC 06/14  
 Date of Endorsement 26 SEPTEMBER 2014

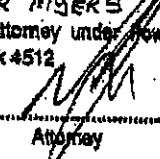
PURSUANT TO SEC 88B OF THE CONVEYANCING ACT 1919 - 1964 IT IS INTENDED TO CREATE:

1. EASEMENT FOR LEVEE - VARIABLE WIDTH.
2. EASEMENT FOR SERVICES 4m WIDE.
3. EASEMENT FOR DRAINAGE OF WATER 3m WIDE.
4. EASEMENT TO DRAIN WATER - VARIABLE WIDE.
5. EASMENT FOR POWER LINES (UNDERGROUND) - VARIABLE WIDTH.
6. EASEMENT FOR POWER LINES (OVERHEAD) - VARIABLE WIDTH.
7. RESTRICTION ON THE USE OF LAND
8. RESTRICTION ON THE USE OF LAND

IT IS INTENDED TO DEDICATE TO THE PUBLIC AS ROAD:  
RIVERVIEW DRIVE

STREET ADDRESSING UNAVAILABLE - 60(C) SSI REGULATION 2012.


Mortgages under Mortgage No. A0669022  
 Signed at Echuca this 14 TH day of  
OCTOBER 2014 for National  
 Australia Bank Limited ABN 12 004 044 837  
 by MARK PETER MYERS  
 its duly appointed Attorney under power of  
 Attorney No. 39 Book 4512

3  
 Level Attorney  
  
 Witness/Bank Officer LARREN GRAHAM  
85 Nish Street  
Echuca Victoria 3564

Surveyor's Reference : F7500 V3

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

Registered:  19.12.2014

Office Use Only

Use Only

PLAN OF SUBDIVISION  
 LOT 1 ON DP1094360  
 LOT 11 ON DP111764

DP1202636

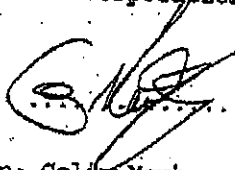
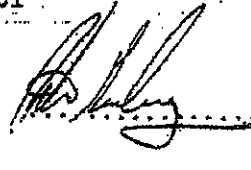
Subdivision Certificate number: SC 06/14  
 Date of Endorsement: 26 SEPTEMBER 2014

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) SSI Regulation 2012
  - Statements of intention to create and release affecting interests in accordance with section 80B Conveyancing Act 1919
  - Signatures and seals - see 195D Conveyancing Act 1919
  - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

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

Corporation: Riverlife Property Group Pty Ltd ACN 127 447 652  
 Authority: Section 127 of the Corporations Act 2001

Signature of authorised person:

Name of authorised person: Colin Membrey  
 Office held: Director

Peter Membrey  
 Director

If space is insufficient use additional annexure sheet

Surveyor's Reference: F7500 V3



**INSTRUMENT SETTING OUT TERMS OF EASEMENT  
INTENDED TO BE CREATED PURSUANT TO  
SECTION 88B OF THE CONVEYANCING ACT, 1919.**

(Sheet 1 of 8)



**DP1202636 B**

Subdivision covered by Council Clerk's Certificate No. 06/14 in respect of Lot 1 DP1094360 in the Parish of Barham, County of Wakool, Certificate of Title Identifier 1/1094360 and Lot 11 DP111764 in the Parish of Barham, County of Wakool, Certificate of Title 11/111764. DATED 26.9.2014

**FULL NAME AND ADDRESS  
OF PROPRIETOR OF THE  
LAND:**

RIVERLIFE PROPERTY GROUP  
PTY LTD ACN 127 447 652  
38 Noorong Street, Barham NSW 2732

**FULL NAME AND ADDRESS  
OF MORTGAGEE OF THE  
LAND:**

National Australia Bank Limited  
85 Nish Street, Echuca Victoria 3564

**PART 1. (Creation)**

Number of items shown in the intention panel on the Plan	Identity of easement to be created and referred to in the Plan	Burdened Lot	Benefited Lot
1	Easement for Levee - variable width.	Lots 1, 2, 6 - 21 inclusive and 31.	Wakool Shire Council
2	Easement for Services 4 metres wide	Lot 31	Wakool Shire Council
3	Easement for drainage of water - 3 metres wide.	Lot 31	Wakool Shire Council
4	Easement to drain water variable width	Lot 31	Wakool Shire Council
5	Easement for power lines (underground) variable width	Lot 26	Essential Energy
6	Easement for power lines (overhead) - variable width	Lot 31	Essential Energy
7	Restriction on the use of land	Each lot (except lot 31)	Each and every other lot

**INSTRUMENT SETTING OUT TERMS OF EASEMENT  
INTENDED TO BE CREATED PURSUANT TO  
SECTION 88B OF THE CONVEYANCING ACT, 1919.**

(Sheet 2 of 8)

PLAN:

**DP1202636**

Subdivision covered by Council Clerk's Certificate No. 06/14 in respect of Lot 1 DP1094360 in the Parish of Barham, County of Wakool, Certificate of Title Identifier 1/1094360 and Lot 11 DP111764 in the Parish of Barham, County of Wakool, Certificate of Title 11/11764, DATED 26.9.2014

8	Restriction on the use of land	Lot 7	8-21 inclusive
		Lot 8	7 and 9- 21 Inclusive
		Lot 9	7-8 and 10-21 Inclusive
		Lot 10	7-9 and 11-21 inclusive
		Lot 11	7-10 and 12-21 inclusive
		Lot 12	7-11 and 13-21 inclusive
		Lot 13	7-12 and 14-21 inclusive
		Lot 14	7-13 and 15-21 inclusive
		Lot 15	7-14 and 16-21 inclusive
		Lot 16	7-15 and 17-21 inclusive
		Lot 17	7-16 and 18-21 inclusive
		Lot 18	7-17 and 19-21 inclusive
		Lot 19	7-18 and 20-21 inclusive
		Lot 20	7-19 inclusive and 21
		Lot 21	7-20 inclusive

**PART 2. (Terms)**

1. Terms of Easement for Levee variable width firstly referred to herein:

Full and free right for the Wakool Shire Council and every person authorized by it to enter the servient tenement for any one or more of the following purposes:-

- (a) To repair, replace, maintain, remove, extend, expand, improve, reconstruct or do any other things that Wakool Shire Council considers necessary or appropriate for the Levee to have the effect of preventing or mitigating the flooding or inundation of the land by the waters of the River and for these purposes, to carry out any work on, below or above the surface of the servient tenement;
- (b) To ascertain the character and condition of the servient tenement or a building on the servient tenement to enable the Wakool Shire Council to repair, replace, maintain, remove, extend, expand, improve or reconstruct or to do any other thing set out in (a);

The Wakool Shire Council must ensure that as little damage as possible is caused by the exercise of its power under (a) and (b) above and must repair any damage so caused.

INSTRUMENT SETTING OUT TERMS OF EASEMENT  
INTENDED TO BE CREATED PURSUANT TO  
SECTION 88B OF THE CONVEYANCING ACT, 1919.

(Sheet 3 of 8)

PLAN:

**DP1202636**

Subdivision covered by Council Clerk's Certificate No. 06/14 in respect of Lot 1 DP1094360 in the Parish of Barham, County of Wakool, Certificate of Title Identifier 1/1094360 and Lot 11 DP111764 in the Parish of Barham, County of Wakool, Certificate of Title 11/111764. DATED 26.9.2014

In the event that Wakool Shire Council wishes to carry out major works to the existing levee bank then, except where it determines on reasonable grounds that an emergency situation exists, Wakool Shire Council will provide forty eight (48) hours' notice prior to entry to the registered proprietors of the servient tenement.

The registered proprietors of the servient tenements shall not construct or permit to be constructed any development on the site of the easement.

2. Easement for power lines (underground) variable width fifthly referred to herein:

Easement for power lines (underground) the terms of which are set out in Part B of Memorandum AG189384 as registered at LPI.

3. Easement for power lines (overhead) – variable width sixthly referred to herein:

Easement for power lines (overhead) the terms of which are set out in Part A of Memorandum AG189384 as registered at LPI.

4. Terms of Restriction on the Use of the Land seventhly referred to herein:

- (a) Not to erect or permit to remain on the land any building constructed with materials other than substantially new materials.
- (b) Not to conduct or allow to be carried out on the land any noxious, noisome or offensive trade, occupation, business or home industry.
- (c) Not to erect or allow to remain on the land, any single storey residence having a floor area less than 140 square metres, or any residence of more than one storey having a floor area of less than 210 square metres, in either case exclusive of verandas, decks, carports and garages.
- (d) Not to erect or permit to remain any dwelling, which has a sub-floor area, unless the sub-floor area has been screened from public view by landscaping or with materials that compliment the house design.
- (e) Not to permit any temporary or transportable building to be erected, or relocated onto or to remain on the land.
- (f) Not to permit the storage of any caravans or other mobile accommodation to be stored on the property, unless stored in a garage or shed.

INSTRUMENT SETTING OUT TERMS OF EASEMENT  
INTENDED TO BE CREATED PURSUANT TO  
SECTION 88B OF THE CONVEYANCING ACT, 1919.

(Sheet 4 of 8)

PLAN:

**DP1202636**

Subdivision covered by Council Clerk's Certificate No. 06/14 in respect of Lot 1 DP1094360 in the Parish of Barham, County of Wakool, Certificate of Title Identifier 1/1094360 and Lot 11 DP111764 in the Parish of Barham, County of Wakool, Certificate of Title 11/111764. DATED 26.9.2014

- (g) Not to erect or permit to remain on the land any shed, garage, carport or other ancillary building except after, or in conjunction with the erection of the dwelling.
- (h) Not to erect or permit to remain on the land and shed, garage, carport or other ancillary building unless it is constructed in a style, proportion, material and colour that complements the dwelling.
- (i) Not to erect or permit to remain on the land a shed, garage, carport or other ancillary building which exceeds a height of 3 metres for external walls or a height of 4 metres at the ridgeline, or has a total floor area which exceeds 150m<sup>2</sup>.
- (j) Not to erect or permit to remain on the land a shed, garage, carport, water tank or other ancillary building unless it has been screened from public view by landscaping or with materials that compliment the house design.
- (k) Not to seek any form of contribution toward the costs of the erection or maintenance, or to the erection or maintenance of any dividing fence from Riverlife Property Group Pty Ltd.
- (l) Not to erect or permit to remain on the land a dwelling except after or in conjunction with the erection of boundary fences, constructed in accordance with these restrictions, which must be completed no later than the completion of the dwelling.
- (m) Not to erect or permit to remain on the land any fence unless it has been constructed of substantially new materials of good quality and in a colour keeping or blending with the natural environment.
- (n) Not to erect or permit to remain on the land any fence which exceeds one metre in height above the natural surface level between the front boundary of the lot to the building line.
- (o) Not to erect or permit to remain on the land any fence which exceeds 1.83 metres in height above the natural surface level behind the building line and not to erect any fence exceeding one metre in height above the natural surface level between the front boundary and the building line.
- (p) Not to permit to remain on the land any animal with the exception of domestic pets (which does not include pigs) limited to two pets per lot, provided that the pets must be housed and boundary fences secured so as to restrain the pets from creating a nuisance and, if either or both pets are cats, to restrain them from leaving the land of the owner of such cat or cats.
- (q) Not to permit the breeding of any pets on the land.

**INSTRUMENT SETTING OUT TERMS OF EASEMENT  
INTENDED TO BE CREATED PURSUANT TO  
SECTION 88B OF THE CONVEYANCING ACT, 1919.**

(Sheet 5 of 8)

PLAN:

**DP1202636**

Subdivision covered by Council Clerk's Certificate No. 06/14 in respect of Lot 1 DP1094360 in the Parish of Barham, County of Wakool, Certificate of Title Identifier 1/1094360 and Lot 11 DP111764 in the Parish of Barham, County of Wakool, Certificate of Title 11/111764. DATED 26.9.2014

- (r) Not to install or permit to remain on the land any rain water tank that is not of a commercial design approved by the Council and constructed of materials certified as suitable by a registered professional engineer.
  - (s) Not to erect or allow to remain on the land any more than two "For Sale" signs at any one time.
  - (t) Not to allow to enter or permit to remain on the land or in the immediate vicinity of the land any vehicle exceeding 5 tonnes (GVM) or any other vehicle which is carrying bulk fuel or noxious or offensive materials.
  - (u) Not to accumulate or permit to remain on the land an accumulation of rubbish, including lawn clippings, garden waste, soil or building materials.
5. Terms of Restriction on the Use of the Land eighthly referred to herein:
- (a) Not to erect any fence exceeding 1.3 metres in height above the natural surface between the building line and the 40 metre set back line from the river boundary.
  - (b) Not to construct any fence between the river boundary and the 40 metre set back line.

**INSTRUMENT SETTING OUT TERMS OF EASEMENT  
INTENDED TO BE CREATED PURSUANT TO  
SECTION 88B OF THE CONVEYANCING ACT, 1919.**

(Sheet 6 of 8)

**PLAN:**

**DP1202636**

Subdivision covered by Council Clerk's Certificate No. 06/14 in respect of Lot 1 DP1094360 in the Parish of Barham, County of Wakool, Certificate of Title Identifier 1/1094360 and Lot 11 DP111764 in the Parish of Barham, County of Wakool, Certificate of Title 11/111764. DATED 26.9.2014

**Name of authority empowered to release, vary or modify Easements firstly, secondly, thirdly and fourthly, referred to herein:**

**WAKOOL SHIRE COUNCIL**

**Name of authority empowered to release, vary or modify Easements fifthly and sixthly referred to herein:**

**ESSENTIAL ENERGY**

**Name of authority empowered to release, vary or modify Restrictions on Use of Land seventhly and eighthly referred to herein: on Use of Land**

**RIVERLIFE PROPERTY GROUP PTY LTD.**

**Provided however that:**

- 1) The terms of the Covenants hereby created shall expire, subject to any statutory limitation on the enforcement thereof, and be of no further force and effect on the date which is (fifteen) 15 years after the date of registration of the Deposited Plan pursuant to which these restrictions are created; and
- 2) That when Riverlife Property Group Pty Ltd shall no longer be the registered proprietor of any of the lots formerly comprised in Lot 1 DP1094360, then the person or persons for the time being registered as the proprietor or proprietors of the lots having the benefit of the restrictions shall be so empowered.


**INSTRUMENT SETTING OUT TERMS OF EASEMENT  
INTENDED TO BE CREATED PURSUANT TO  
SECTION 88B OF THE CONVEYANCING ACT, 1919.**


7 of 8  
(Sheet 6 of 9)

**DP1202636**

Subdivision covered by Council Clerk's  
Certificate No. 06/14 in respect  
of Lot 1 DP1094360 in the Parish of  
Barham, County of Wakool, Certificate  
of Title Identifier 1/1094360, and Lot  
11 DP111764 in the Parish of  
Barham, County of Wakool,  
Certificate of Title 1/111764.  
DATED 28.9.2014

SIGNED on behalf of Riverlife Property Group  
Pty Ltd ACN 127447652 by the authorised persons  
whose signatures appear below pursuant to section  
127 of the Corporations Act 2001.

  
Director  
Peter Membrey

  
Director  
Colin Membrey

EXECUTED BY NATIONAL AUSTRALIA  
BANK LIMITED by its duly appointed attorney  
Under power of attorney Book No.  
in the presence of:

Signature of Witness

Signature of attorney

Name of Witness

Name and title of attorney

Address of Witness

Mortgagee under Mortgage No. A0669022

Signed at Echuca this 14<sup>TH</sup> day of  
OCTOBER 2014 for National

Australia Bank Limited ABN 12 004 044 887  
by MARK PETER MYERS

its duly appointed Attorney under Power of  
Attorney No. 39 Book 4512

3

Level Attorney

  
Witness/Bank Officer DARREN GRAHAM

85 Nish Street, Echuca Victoria 3564

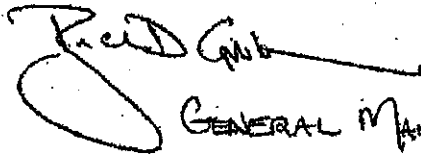
**INSTRUMENT SETTING OUT TERMS OF EASEMENT  
INTENDED TO BE CREATED PURSUANT TO  
SECTION 88B OF THE CONVEYANCING ACT, 1919.**

8 of 8  
(Sheet 8 of 9)

**DP1202636**

Subdivision covered by Council Clerk's Certificate No. 06/14 in respect of Lot 1 DP1094360 in the Parish of Barham, County of Wakool, Certificate of Title Identifier 1/1094360, and Lot 11 DP111764 in the Parish of Barham, County of Wakool, Certificate of Title 11/111764.  
DATED 26.9.2014

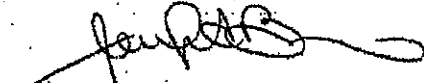
**EXECUTED BY WAKOOL SHIRE COUNCIL**

  
**GENERAL MANAGER**

**SIGNATURE OF WITNESS**

**NAME OF WITNESS**

**ADDRESS OF WITNESS**

  
**JENNIFER ADA BRENNAN**  
**36 Moulamein Road**  
**BARHAM, NSW 2732**

**EXECUTED BY ESSENTIAL ENERGY**

By its duly appointed attorney under power of attorney Book 4641 No. 640 in the presence of:


**Signature of Witness**

  
**MICHELLE AKININ**  
**DIVISIONAL ASSISTANT**  
**ESSENTIAL ENERGY**

**Name of Witness**


**8 Bulker Street**  
**Address of Witness** **Port Macquarie NSW 2444**

**Signature of attorney**

  
**PETER BEREICUA**  
**GENERAL MANAGER**  
**NETWORK OPERATIONS**  
**ESSENTIAL ENERGY**

**Name and title of attorney**

**Signature of attorney**

  
**KEN ATOMES**  
**CHIEF ENGINEER**  
**ESSENTIAL ENERGY**

**Name and title of attorney**

REGISTERED



19.12.2014

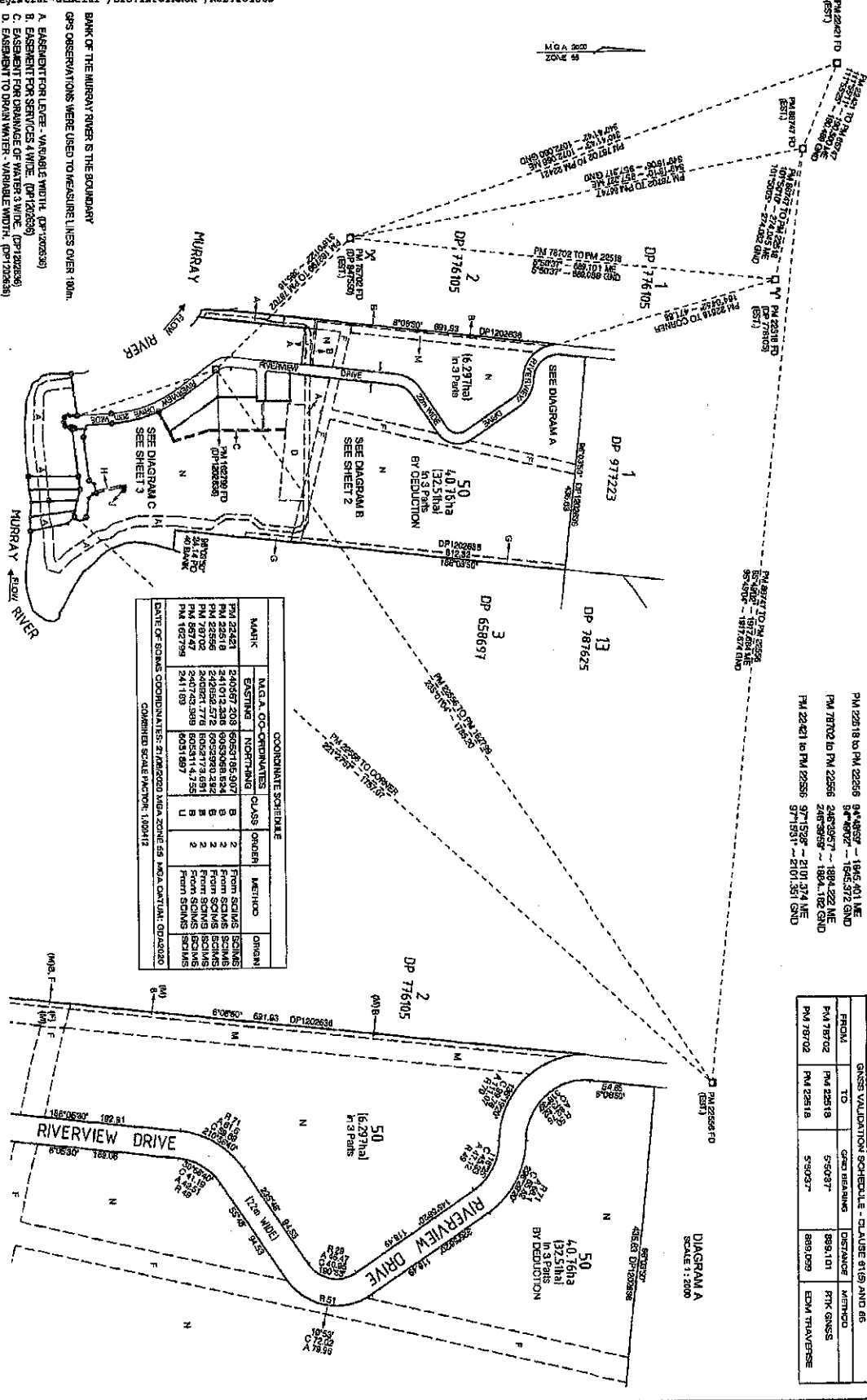


PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 1 of 4 sheets

- BANK OF THE MURRAY RIVER IS THE BOUNDARY  
 GPS OBSERVATIONS WERE USED TO MEASURE LINES OVER 100m.
- A. EASEMENT FOR LEASE - VARIABLE WIDTH (DP120283)
  - B. EASEMENT FOR SERVICES 4 WIDE (DP120283)
  - C. EASEMENT FOR DRAINAGE OF WATER 3 WIDE (DP120283)
  - D. EASEMENT FOR DRAINAGE OF WATER 3 WIDE (DP120283)
  - E. EASEMENT FOR DRAINAGE OF WATER 3 WIDE (DP120283)
  - F. EASEMENT FOR POWER LINES (OVERHEAD) - VARIABLE WIDTH (DP120283)
  - G. EASEMENT FOR POWER LINES (OVERHEAD) - VARIABLE WIDTH (DP120283)
  - H. EASEMENT FOR MULTIPURPOSE ELECTRICAL INSTALLATION 4.2 WIDE
  - I. EASEMENT FOR MULTIPURPOSE ELECTRICAL INSTALLATION 4.2 WIDE
  - J. LAND EXCLUDES MINERALS BY CROWN GRANT.
  - K. BENEVOLENT RIGHT OF WAY 1.08 WIDE (K33844)
  - L. BENEVOLENT RIGHT OF WAY 1.08 WIDE (K33844)



MARK	M.G.A. OCC. COORDINATES			CLASS	ORDER	METHOD	ORIGIN
	EASTING	NORTHING	HEIGHT				
PM 22461	240657.208	6054165.907		B	2	From SCIMS SCIMS	
PM 22518	2441012.248	6055008.824		B	2	From SCIMS SCIMS	
PM 22555	2425272.272	6055293.824		B	2	From SCIMS SCIMS	
PM 59747	2407263.289	6053114.255		B	2	From SCIMS SCIMS	
PM 162799	241189	6051897		U	2	From SCIMS SCIMS	

DATE OF SCIMS COORDINATES: 27/08/2020  
 MGA ZONE: 58  
 MGA DATUM: GDA2020  
 COMBINED SCALE FACTOR: 1.000412

PM 22518 TO PM 22556 94.4897 - 1894.401 NE  
 PM 78702 TO PM 22556 248.9957 - 1894.422 NE  
 PM 22461 TO PM 22556 248.9955 - 1894.182 GND  
 PM 22461 TO PM 22556 97.1531 - 2101.374 NE  
 PM 22461 TO PM 22556 97.1531 - 2101.351 GND

FROM	TO	GRID BEARING	DISTANCE	METHOD
PM 78702	PM 22518	S 50° 08' 7"	889.101	RTK GNSS
PM 78702	PM 22518	S 50° 08' 7"	889.099	EDM TRAVERSE

Surveyor: ANDREW ROBERT WERRETT  
 Date of Survey: 21/08/2020  
 Surveyor's Reg. FESNO: VZ

PLAN OF SUBDIVISION  
 LOT 31 ON DP 120288

LGA: MURRAY RIVER  
 Locality: BARRHAM  
 Subdivision No: 15,2012,1024-1,  
 Local Government District: 1588

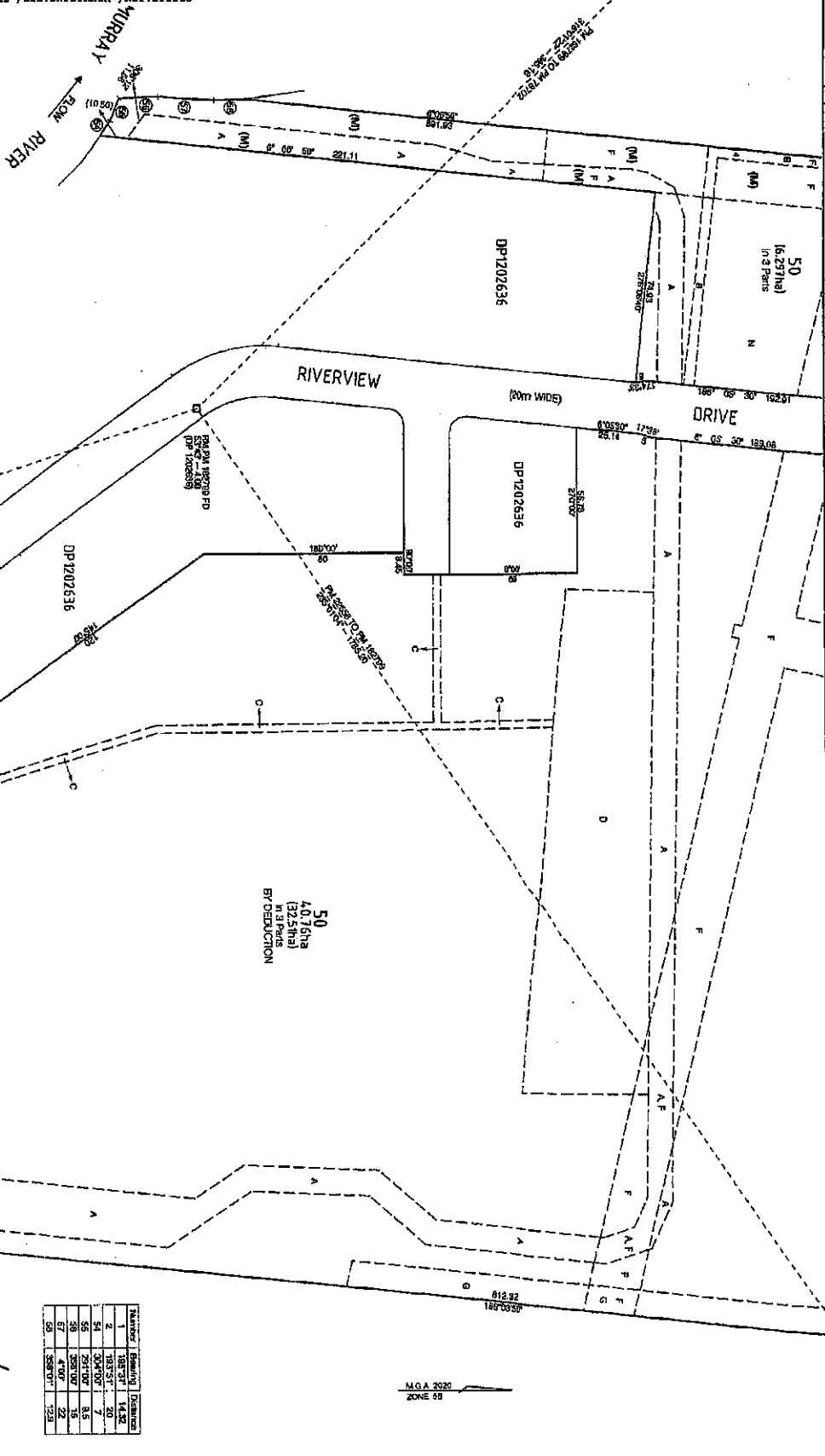
Registered  
 8032021

DP1270988

PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 2 of 4 sheets



Station	Bearing	Distance
1	188°31'	14.82
2	183°51'	20
3	304°00'	7
4	291°09'	8.5
5	281°09'	22
6	308°01'	22.8

Surveyor: ANDREW ROBERT MERRITT  
 Date of Survey: 21/09/2020  
 Surveyor's Ref: F390 VZ

PLAN OF SUBDIVISION  
 LOT 31 ON DP 1202638

LSA: MURRAY RIVER  
 Locality: BARRHILL  
 Subdivision No: 15.2012.1024-1  
 Length of Standard: 407D BANK 1:200

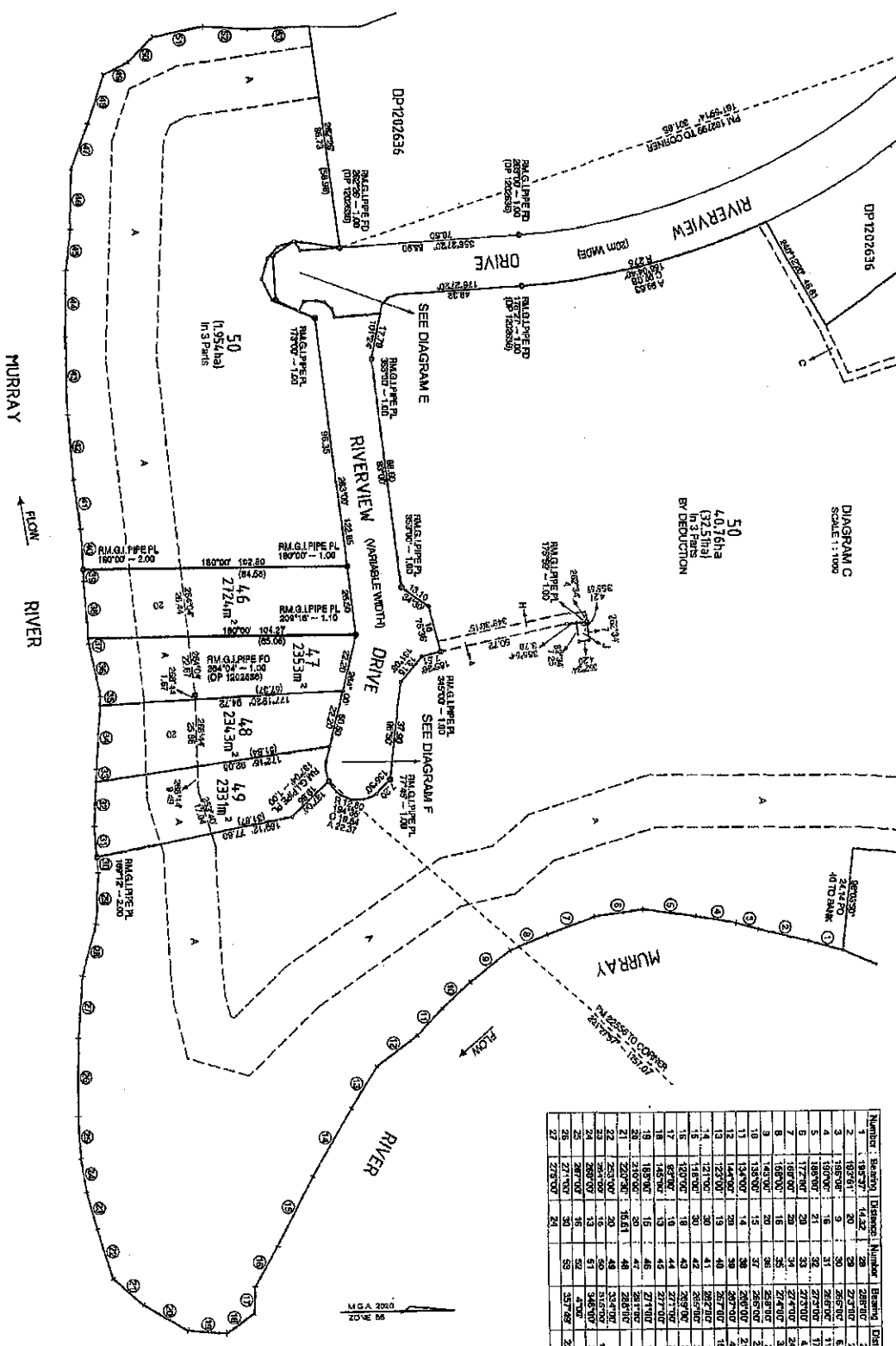
Registered  
 8/03/2021

DP1270988

PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

Sheet 3 of 4 sheets



Number	Section	Bearing	Distance	Number	Bearing	Distance
1	183°51'	20	225.00	21	11°52'	1.18
2	183°51'	20	225.00	22	253°00'	20
3	183°50'	9	30	23	266°00'	6.64
4	180°00'	18	31	24	266°00'	11.96
5	180°00'	21	32	25	273°00'	17.89
6	177°00'	20	33	26	273°00'	4.81
7	169°00'	20	34	27	274°00'	24.04
8	169°00'	16	35	28	268°00'	21
9	168°00'	15	37	29	268°00'	2.12
10	158°00'	14	38	30	268°00'	21.88
11	154°00'	20	39	31	267°00'	4.68
12	154°00'	20	40	32	267°00'	16.02
13	127°00'	19	41	33	267°00'	19
14	121°00'	30	42	34	265°00'	20
15	118°00'	30	43	35	265°00'	20
16	120°00'	18	44	36	271°00'	20
17	158°00'	13	45	37	271°00'	18
18	158°00'	13	46	38	271°00'	18
19	180°00'	15	47	39	271°00'	23
20	210°00'	50	47	40	267°00'	20
21	220°30'	16.61	48	268°00'	20	
22	253°00'	20	49	324°00'	11	
23	266°00'	13	50	348°00'	33	
24	267°00'	16	51	348°00'	20	
25	267°00'	30	52	41°00'	17	
26	271°00'	30	53	55°45'	33.88	
27	273°00'	24				

Surveyor: ANDREW ROBERT HERRIOTT  
 Date of Survey: 21/03/2020  
 Surveyor's Ref: F539012

PLAN OF SUBDIVISION  
 LOT 31 ON DP 1202636

LET: MURRAY RIVER  
 Locality: BARRAM  
 Subdivision No: 15,2012,1024-1.  
 Length in metres: Indicated on Plan: 1500



DP1270988

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

PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 4 of 4 sheets

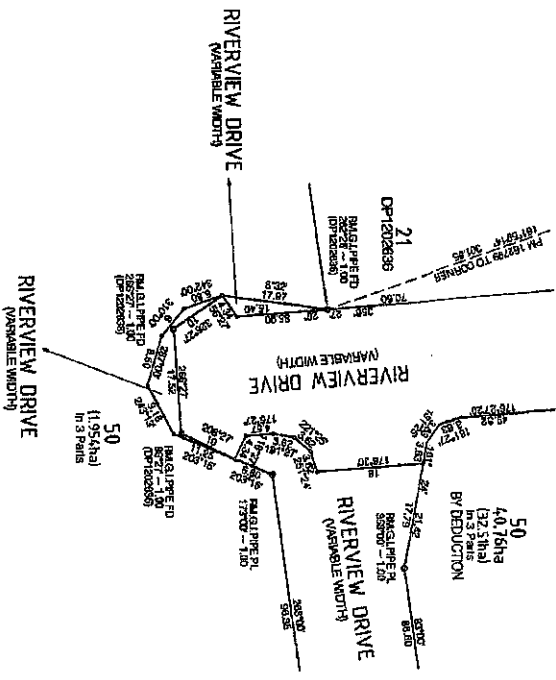


DIAGRAM E  
SCALE 1:500

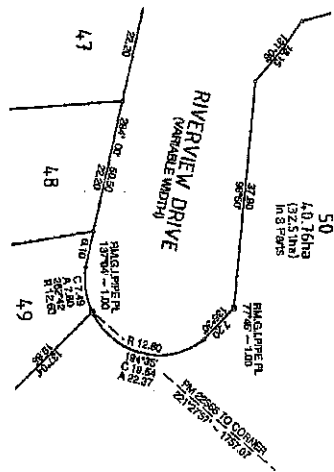
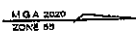


DIAGRAM F  
SCALE 1:500

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




Surveyor: ANDREW ROBERT MERRITT  
 Date of Survey: 21/09/2020  
 Surveyors Ref: 76580 V2


PLAN OF SUBDIVISION  
 LOT 31 ON DP 1270988

LGA: MARRIBY RIVER  
 Locality: BARRAM  
 Subdivision No: 15.2012.1024-1.  
 Legend and to view: Subdivision Plans 1590



DP1270988

PLAN FORM 6_E (2019) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 2 sheet(s)
Office Use Only Registered:  8/03/2021 Title System: TORRENS		Office Use Only <h1 style="text-align: center;">DP1270988</h1>
<b>PLAN OF SUBDIVISION</b> LOT 31 ON DP1202836		LGA: MURRAY RIVER Locality: BARHAM Parish: BARHAM County: WAKOOL
<b>Survey Certificate</b> I, ANDREW ROBERT MERRETT of 69 BEVERIDGE STREET, SWAN HILL VIC 3585 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: (a) Survey (b) The part of the land shown in the plan excluding (lot 60) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , the part surveyed is accurate and the survey was completed on 21-Aug-2020 the part not surveyed was compiled in accordance with that Regulation. (c) Compilation  Datum Line: X - Y Type: Urban <input checked="" type="checkbox"/> Rural <input type="checkbox"/> The terrain is Level-Undulating <input checked="" type="checkbox"/> Steep-Mountainous <input type="checkbox"/> Signature:  Dated: 21-Aug-2020 Surveyor Identification No: 8848 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>		<b>Crown Lands NSW/Western Lands Office Approval</b> I, _____ (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office:
		<b>Subdivision Certificate</b> I, <u>ROD CROFT</u> certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature:  Accreditation number: N/A Consent Authority: Murray River Council Date of endorsement: 7 December 2020 Subdivision Certificate number: (S. 2012.1029.1) File number: (C. 2012.1029.1)
Plans used in the preparation of survey. DP1202836, DP977223, DP1084380, DP111764, DP658897, DP383281, DP776105, DP787625, DP847550, DP183200		Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. IT IS INTENDED TO DEDICATE TO THE PUBLIC AS ROAD: RIVERVIEW DRIVE
Surveyor's Reference: F6390 V2		Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

<b>PLAN FORM 6_E (2019) DEPOSITED PLAN ADMINISTRATION SHEET</b> <span style="float: right;">Sheet 2 of 2 sheet(s)</span>	
<b>Registered:</b>  <b>8/03/2021</b> <b>Office Use Only</b>	<b>Office Use Only</b> <h1 style="margin: 0;">DP1270988</h1>
<b>PLAN OF SUBDIVISION</b> LOT 31 ON DP1202636	This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> <li>• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i></li> <li>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li> <li>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i></li> <li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
Subdivision Certificate number: 15,2012,1024-1 Date of Endorsement: 9 December 2020	
<p><b>PURSUANT TO SEC 88B OF THE CONVEYANCING ACT 1919 - 1964 IT IS INTENDED TO CREATE:</b></p> <p> <del>N.1. EASEMENT FOR UNDERGROUND POWERLINES 4 WIDE.</del>  <del>2. EASEMENT FOR MULTI PURPOSE <del>ELECTRICAL</del> INSTALLATION 4.2 WIDE</del>  <del>3. RESTRICTION ON THE USE OF LAND <sup>ELECTRICAL</sup></del>  <del>IT IS INTENDED TO DEDICATE TO THE PUBLIC AS ROAD:</del>  <del>RIVERVIEW DRIVE</del> </p> <p style="text-align: center; margin-top: 20px;"><b>STREET ADDRESS FOR ALL LOTS ARE NOT AVAILABLE.</b></p>	
If space is insufficient use additional annexure sheet	
Surveyor's Reference: F6390 V2	

Instrument setting out terms of Easements or Profits à Prendre Intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

(Sheet 1 of 4 sheets)

**DP1270988**

Subdivision covered by Council Clerks Certificate No 15,202,16,237 in respect of Lot 31 DP1202836 in the Parish of Barham County of Wakool, Certificate of Title Folio Identifier 31/1202836 DATED: 9/12/2020

Full name and address  
of the owner of the land:

Barham Vines Pastoral Company Pty Ltd ACN 608 746 812  
20 Rivervie Drive, Barham, NSW 2732

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement for UNDERGROUND powerlines 4 wide	Lot 50	Essential Energy
2.	Easement of multipurpose electrical installation 4.2 wide	Lot 50	Essential Energy
3.	Restriction on the use of land	each Lot	each and every other Lot

**Part 2 (Terms)**

**1. Easement for UNDERGROUND powerlines 4 wide firstly referred to herein:**

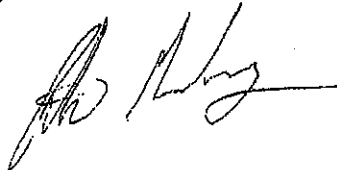
Easement for UNDERGROUND powerlines 4 wide the terms of which are set out in Part B of Memorandum AG189384 as registered at New South Wales Land Registry Services.

**2. Easement of multipurpose electrical installation 4.2 wide secondly referred to herein:**

Easement of multipurpose electrical installation 4.2 wide the terms of which are set out in Part C of Memorandum AG189384 as registered at New South Wales Land Registry Services.

**3. Terms of Restrictions on the use of the land thirdly shown herein:**

- (a.) Not to erect or permit to remain on the land any building constructed with materials other than substantially new materials.
- (b.) Not to use the land or permit the land to be used for any other purpose than as a site for a single private residence unless another development is consistent with Council's Development Control Plans affecting the land.
- (c.) Not to conduct or allow to be carried out on the land any noxious, noisome or offensive trade, occupation, business or home industry.
- (d.) Not to erect or allow to remain on the land, any single storey residence having a floor area less than 140 square metres, or any residence of more than one storey having a floor area of less than 210 square metres, in either case exclusive of verandahs, decks, carports and garages.



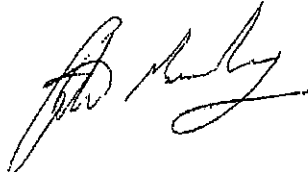
(Sheet 2 of 4 Sheets)

**Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919**

**DP1270988**

Subdivision covered by Council Clerks Certificate No  
15.2012.1024.1 In respect of Lot 31 DP1202636 in the Parish of  
Barham County of Wakool, Certificate of Title Folio  
Identifier 31/1202636 DATED: 9/12/2020

- (e.) Not to erect or permit to remain any dwelling, which has a sub-floor area, unless the sub-floor area has been screened from public view by landscaping or with materials that compliment the house design.
- (f.) Not to erect or allow to remain on the land any main residence without the inclusion of environmentally sustainable features including solar water heating, water saving devices, grey water reticulation systems and rainwater tanks.
- (g.) Not to erect or allow to remain on the land any residence including one of more than one storey which unreasonably encroaches on the privacy or amenity of a neighbouring occupier.
- (h.) Not to permit any temporary or transportable building to be erected, or relocated onto or to remain on the land.
- (i.) Not to permit any mobile home, caravan or tent or any other mobile accommodation to be used for accommodation purposes while located on the land.
- (j.) Not to permit the storage of any caravans or other mobile accommodation to be stored on the property, unless stored in a garage or shed.
- (k.) Not to erect or permit to remain on the land any shed, garage, carport or other ancillary building except after, or in conjunction with the erection of the dwelling.
- (l.) Not to erect or permit to remain on the land any shed, garage, carport or other ancillary building unless it is constructed in a style, proportion, material and colour that complements the dwelling.
- (m.) Not to erect or permit to remain on the land a shed, garage, carport or other ancillary building which exceeds a height of 3 metres for external walls or a height of 4 metres at the ridge line, or has a total floor area which exceeds 150m<sup>2</sup>.
- (n.) Not to erect or permit to remain on the land a shed, garage, carport, water tank or other ancillary building unless it has been screened from public view by landscaping or with materials that compliment the house design.
- (o.) Not to seek any form of contribution towards the costs of the erection or maintenance, or to the erection or maintenance of any dividing fence from Barham Vines Pastoral Co Pty Ltd.
- (p.) Not to erect or permit to remain on the land a dwelling except after or in conjunction with the erection of boundary fences, constructed in accordance with these restrictions, which must be completed no later than the completion of the dwelling.
- (q.) Not to erect or permit to remain on the land any fence unless it has been constructed of Neetascreen Colorbond style or similar styling with substantially new materials of good quality and in a colour keeping or blending with the natural environment.
- (r.) Not to erect or permit to remain on the land any fence which exceeds 1 metre in height above the natural surface level between the front boundary of the lot to the building line.
- (s.) Not to erect or permit to remain on the land any fence which exceeds 1.83 metres in height above the natural surface level between the building line and the 40 metre set back line from the river boundary.
- (t.) Not to construct any fence between the river boundary and the 40 metre set back line.
- (u.) Not to permit to remain on the land any animal with the exception of domestic pets (which does not include pigs) limited to two pets per lot, provided that the pets must be housed and boundary fences secured so as to restrain the pets from creating a nuisance and, if either or both pets are cats, to restrain them from leaving the land of the owner of such cat or cats.
- (v.) Not to permit the breeding of any pets on the land.





(Sheet 3 of 4 Sheets)

**Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919**

**DP1270988**

Subdivision covered by Council Clerks Certificate No  
(S. 1202.101A.) in respect of Lot 31 DP1202636 in the Parish of  
Barham County of Wakool, Certificate of Title Folio  
Identifier 31/1202636 DATED: 9/12/2020

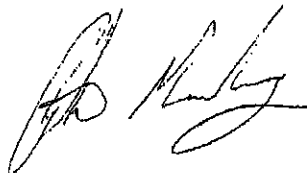
- (w.) Not to install or permit to remain on the land any rain water tank that is not of a commercial design approved by the Council and constructed of materials certified as suitable by a registered professional engineer.
- (x.) Not to erect or allow to remain on the land any more than two "For Sale" signs at any one time.
- (y.) Not to allow to enter or permit to remain on the land or in the immediate vicinity of the land any vehicle exceeding 5 tonnes (GVM) or any other vehicle which is carrying bulk fuel or noxious or offensive materials.
- (z.) Not to accumulate or permit to remain on the land an accumulation of rubbish, including lawn clippings, garden waste, soil or building materials.

**NAME OF AUTHORITY EMPOWERED TO RELEASE, VARY OF MODIFY EASEMENTS FIRSTLY AND SECONDLY REFERRED TO HEREIN:**

**ESSENTIAL ENERGY**

**NAME OF AUTHORITY EMPOWERED TO RELEASE, VARY OF MODIFY RESTRICTIONS ON USE OF LAND THIRDLY REFERRED TO HEREIN:**

**BARHAM VINES PASTORAL COMPANY PTY LTD**



(Sheet 4 of 4 Sheets)

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

**DP1270988**

Subdivision covered by Council Clerks Certificate No  
(S.10(2), 10(24.)) in respect of Lot 31 DP1202636 in the Parish of  
Barham County of Wakool, Certificate of Title Folio  
Identifier 31/1202636 DATED:

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

Corporation: BARHAM VINES PASTORAL COMPANY  
PTY LTD ACN 609 746 812

Capacity:  
Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

*Kelly Mansbery* Kelly Mansbery

Name of authorised person:  
Office held: Director

Signature of authorised person:

*Peter Mansbery* PETER MANSBERY

Name of authorised person:  
Office held: Director

EXECUTED BY ESSENTIAL ENERGY

By its duly appointed attorney under power of attorney  
Book 475 No. 85 in the presence of:

I certify that I am an eligible witness and that the Attorney  
signed in my presence

Signature of witness:

Name of witness:

Address of witness:

*Melinda White*  
Melinda White  
8 Butler Street  
BA Macquarie

Signature of attorney:

Name of and title of attorney:

Signature of attorney:

Name of and title of attorney:

*Martin English*  
Martin English  
Manserv of Logan

REGISTERED



8/03/2021

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

**Certificate No:** 417-2223c  
**Certificate Date:** 16 January 2023  
**Receipt No:** 430536  
**Applicant:** Glowreys-The Riverina Law Firm  
**Email:** legal@glowreys.com.au  
**Your Reference:** JDG:BS:233759  
**Assessment No:** 11170562  
**Address of Property:** 80 Riverview Drive Barham NSW 2732  
**Description of Land:** Lot 15 DP 1284957  
**Owner:** Barham Vines Pastoral Company Pty Ltd

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

**1. Names of relevant planning instruments and development control plans**

<p>(1) The name of each environmental planning instrument and development control plan that applies to the carrying out of development on the land.</p>	<p><b>Wakool Local Environmental Plan 2013</b>          The <i>Wakool Local Environmental Plan 2013</i> is the principal statutory planning document prepared by Council to guide planning decisions for the Greater Wakool Ward of the Murray River Local Government Area. An electronic version is available at: <a href="http://www.legislation.nsw.gov.au">www.legislation.nsw.gov.au</a>.</p> <p><b>State Environmental Planning Policies – Refer to Appendix 'B'</b></p> <p><b>Wakool Development Control Plan 2013</b>          The <i>Wakool Development Control Plan 2013</i> contains detailed planning controls which set out the guidelines and considerations against which development applications can be consistently measured and assessed for determination purposes for the Greater Wakool Ward of the Murray River Local Government Area.</p>
<p>(2) The name of each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land.</p>	<p><b>Proposed Wakool LEP 2013 - Planning Proposals</b>          Nil</p>

<p>(3) Subsection (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if—</p> <p>(a) it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or</p> <p>(b) for a proposed environmental planning instrument—the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.</p>	Noted.
<p>(4) in this section—  <b>proposed environmental planning instrument</b> means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.</p>	

**2. Zoning and land use under relevant planning instruments**

The following matters for each environmental planning instrument or draft environmental planning instrument that includes the land in a zone, however described—

<p>(a) the identity of the zone, whether by reference to—</p> <p>(i) a name, such as "Residential Zone" or "Heritage Area", or</p> <p>(ii) a number, such as "Zone No 2 (a)",</p>	RU1 Primary Production, R1 General Residential & W1 Natural Waterways
<p>(b) the purposes for which development in the zone—</p> <p>(i) may be carried out without development consent, and</p> <p>(ii) may not be carried out except with development consent, and</p> <p>(iii) is prohibited,</p>	Refer to Appendix 'A'
<p>(c) whether additional permitted uses apply to the land,</p>	Not applicable.
<p>(d) whether development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions,</p>	See Appendix A
<p>(e) whether the land is in an area of outstanding biodiversity value under the <i>Biodiversity Conservation Act 2016</i>,</p>	Not known to.
<p>(f) whether the land is in a conservation area, however described,</p>	No
<p>(g) whether an item of environmental heritage, however described, is located on the land.</p>	No

**3. Contributions plans**

<p>(1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.</p>	Section 7.11 (formally Section 94) Contributions Plan (open space/drainage/road works)
<p>(2) If the land is in a special contributions area under the Act, Division 7.1, the name of the area.</p>	Not applicable.

#### 4. Complying development

Whether or not the land is land on which complying development may be carried out under each of the complying development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, because of that Policy, clause 1.17A(1)(c)-(e), (2), (3) or (4), 1.18(1)(c3) or 1.19. If complying development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.

##### Part 3 Housing Code

Complying development may not be carried out on this land or a part of this land as the land is affected by the following restriction/s:

- land that—
- land identified by an environmental planning instrument as being—
  - within a river front area, or
  - within an ecologically sensitive area, or
  - environmentally sensitive land.

A restriction applies to the land, but it may not apply to all of the land, whilst 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.

Please note the complying development codes are not varied under clause 1.12 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

##### Part 3A Rural Housing Code

Complying development may not be carried out on this land or a part of this land as the land is affected by the following restriction/s:

- land that—
- land identified by an environmental planning instrument as being—
  - within a river front area, or
  - within an ecologically sensitive area, or
  - environmentally sensitive land.

A restriction applies to the land, but it may not apply to all of the land, whilst 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.

Please note the complying development codes are not varied under clause 1.12 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

##### Part 3B Low Rise Housing Diversity Code

Complying development may not be carried out on this land or a part of this land as the land is affected by the following restriction/s:

- land that—
- land identified by an environmental planning instrument as being—
  - within a river front area, or
  - within an ecologically sensitive area, or
  - environmentally sensitive land.

A restriction applies to the land, but it may not apply to all of the land, whilst 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.

Please note the complying development codes are not varied under clause 1.12 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

##### Part 3C Greenfield Housing Code

Not applicable.

##### Part 3D Inland Code

Complying development may not be carried out on this land or a part of this land as the land is affected by the following restriction/s:

- land that—

- land identified by an environmental planning instrument as being—
  - within a river front area, or
  - within an ecologically sensitive area, or
  - environmentally sensitive land.

A restriction applies to the land, but it may not apply to all of the land, whilst 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.

Please note the complying development codes are not varied under clause 1.12 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

**Part 4 Housing Alterations Code**

Complying development **may not** be carried out on this land or a part of this land as the land is affected by the following restriction/s:

- land that—
- except as otherwise provided by the Codes SEPP, land that is within an environmentally sensitive area.

A restriction applies to the land, but it may not apply to all of the land, whilst 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.

Please note the complying development codes are not varied under clause 1.12 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

**Part 4A General Development Code**

Complying development **may not** be carried out on this land or a part of this land as the land is affected by the following restriction/s:

- land that—
- except as otherwise provided by the Codes SEPP, land that is within an environmentally sensitive area.

A restriction applies to the land, but it may not apply to all of the land, whilst 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.

Please note the complying development codes are not varied under clause 1.12 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

**Part 5 Industrial and Business Alterations Code**

Complying development **may not** be carried out on this land or a part of this land as the land is affected by the following restriction/s:

- land that—
- except as otherwise provided by the Codes SEPP, land that is within an environmentally sensitive area.

A restriction applies to the land, but it may not apply to all of the land, whilst 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.

Please note the complying development codes are not varied under clause 1.12 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

**Part 5A Industrial and Business Buildings Code**

Complying development **may not** be carried out on this land or a part of this land as the land is affected by the following restriction/s:

- land that—  
land identified by an environmental planning instrument as being—
  - within a river front area, or
  - within an ecologically sensitive area, or
  - environmentally sensitive land.

A restriction applies to the land, but it may not apply to all of the land, whilst 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.

Please note the complying development codes are not varied under clause 1.12 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

**Part 5B Container Recycling Facilities Code**

Complying development **may not** be carried out on this land or a part of this land as the land is affected by the following restriction/s:

- land that—
- except as otherwise provided by the Codes SEPP, land that is within an environmentally sensitive area.

A restriction applies to the land, but it may not apply to all of the land, whilst 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.

Please note the complying development codes are not varied under clause 1.12 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

**Part 6 Subdivisions Code**

Complying development **may not** be carried out on this land or a part of this land as the land is affected by the following restriction/s:

- land that—
- except as otherwise provided by the Codes SEPP, land that is within an environmentally sensitive area.

A restriction applies to the land, but it may not apply to all of the land, whilst 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.

Please note the complying development codes are not varied under clause 1.12 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

**Part 7 Demolition Code**

Complying development **may not** be carried out on this land or a part of this land as the land is affected by the following restriction/s:

- land that—
- except as otherwise provided by the Codes SEPP, land that is within an environmentally sensitive area.

A restriction applies to the land, but it may not apply to all of the land, whilst 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.

Please note the complying development codes are not varied under clause 1.12 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

	<p><b>Part 8 Fire Safety Code</b>  Complying development <b>may not</b> be carried out on this land or a part of this land as the land is affected by the following restriction/s:</p> <ul style="list-style-type: none"> <li>• land that—</li> <li>• except as otherwise provided by the Codes SEPP, land that is within an environmentally sensitive area.</li> </ul> <p>A restriction applies to the land, but it may not apply to all of the land, whilst 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</p> <p>Please note the complying development codes are not varied under clause 1.12 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.</p> <p><b>Disclaimer:</b> This certificate only addresses matters raised in Clauses 1.17A(1)(c)–(e), (2), (3), (4), 1.18(1)(c3) and 1.19 of the Codes SEPP. It is your responsibility to ensure compliance with any other requirements of the Codes SEPP. Failure to comply with these provisions may result in a Complying Development Certificate issued under the provisions of the Codes SEPP being invalidated by the Land and Environment Court of NSW.</p>
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**5. Exempt development**

<p>Whether or not the land is land on which exempt development may be carried out under each of the exempt development codes under <u>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</u>, because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A. If exempt development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.</p>	<p>Exempt development <b>may not</b> be carried out on this land or a part of this land as the land is affected by the following restriction/s:</p> <ul style="list-style-type: none"> <li>• land that is, or on which there is, an item that is listed on the State Heritage Register under the <i>Heritage Act 1977</i>, or that is subject to an interim heritage order under that Act.</li> </ul> <p>Please note if an item listed on the State Heritage Register is not located on, or does not comprise, the whole of the relevant land, this restriction applies only to the part of the land that is described and mapped on that register.</p> <p>Please also note an item not listed on the State Heritage Register but identified as an item of environmental heritage in an environmental planning instrument does not comprise, or is not located on, the whole of the relevant land, any restriction on carrying out development on the relevant land on which the item is located applies only to the part of the land that is described and mapped on that instrument.</p> <p>A restriction applies to the land, but it may not apply to all of the land, whilst the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.</p> <p>Please note the exempt development codes are not varied under clause 1.12 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.</p> <p><b>Disclaimer:</b> This certificate only addresses matters raised in Clause 1.16(1)(b1)–(d) and Clause 1.16A of the Codes SEPP. It is your responsibility to ensure compliance with any other requirements of the Codes SEPP prior to undertaking development. Failure to comply with these provisions may result in compliance action being taken against the landowner/developer.</p>
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**6. Affected building notices and building product rectification orders**

(1) Whether the council is aware that— (a) an affected building notice is in force in relation to the land, or  (b) a building product rectification order is in force in relation to the land that has not been fully complied with, or  (c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.	None that Council is aware of.  None that Council is aware of.  None that Council is aware of.
(2) In this section— <b>affected building notice</b> has the same meaning as in the <i>Building Products (Safety) Act 2017</i> , Part 4. <b>building product rectification order</b> has the same meaning as in the <i>Building Products (Safety) Act 2017</i> .	

**7. Land reserved for acquisition**

Whether an environmental planning instrument or proposed environmental planning instrument referred to in section 1 makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15.	Not known to be reserved.
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**8. Road widening and road realignment**

Whether the land is affected by road widening or road realignment under— (a) the <i>Roads Act 1993</i> , Part 3, Division 2, or (b) an environmental planning instrument, or (c) a resolution of the council.	Not known to be affected.
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**9. Flood related development controls**

(1) If the land or part of the land is within the flood planning area and subject to flood related development controls. (2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls. (3) In this section— <b>flood planning area</b> has the same meaning as in the Floodplain Development Manual. <b>Floodplain Development Manual</b> means the <i>Floodplain Development Manual</i> (ISBN 0 7347 5476 0) published by the NSW Government in April 2005. <b>probable maximum flood</b> has the same meaning as in the Floodplain Development Manual.	
No	

**10. Council and other public authorities policies on hazard risk restrictions**

(1) Whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding. (2) In this section— <b>adopted policy</b> means a policy adopted— (a) by the council, or (b) by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.	
No	

**11. Bush fire prone land**

(1) If any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bush fire prone land. (2) If none of the land is bush fire prone land, a statement to that effect.	None apply.
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**12. Loose-fill asbestos insulation**

If the land includes residential premises, within the meaning of the <i>Home Building Act 1989</i> , Part 8, Division 1A, that are listed on the Register kept under that Division, a statement to that effect.	None apply.
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**13. Mine subsidence**

Whether the land is declared to be a mine subsidence district, within the meaning of the <u>Coal Mine Subsidence Compensation Act 2017</u> .	This land is not declared to be a mine subsidence district within the meaning of the <u>Coal Mine Subsidence Compensation Act 2017</u> .
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**14. Paper subdivision information**

(1) The name of a development plan adopted by a relevant authority that— (a) applies to the land, or (b) is proposed to be subject to a ballot. (2) The date of a subdivision order that applies to the land. (3) Words and expressions used in this section have the same meaning as in this Regulation; Part 10 and the Act, Schedule 7.	None apply.
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**15. Property vegetation plans**

If the land is land in relation to which a property vegetation plan is approved and in force under the <u>Native Vegetation Act 2003</u> , Part 4, a statement to that effect, but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act.	None apply.
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**16. Biodiversity stewardship sites**

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under the <u>Biodiversity Conservation Act 2016</u> , Part 5, a statement to that effect, but only if the council has been notified of the existence of the agreement by the Biodiversity Conservation Trust. <b>Note—</b> Biodiversity stewardship agreements include biobanking agreements under the <u>Threatened Species Conservation Act 1995</u> , Part 7A that are taken to be biodiversity stewardship agreements under the <u>Biodiversity Conservation Act 2016</u> , Part 5.	None that Council is aware of.
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**17. Biodiversity certified land**

If the land is biodiversity certified land under the <u>Biodiversity Conservation Act 2016</u> , Part 8, a statement to that effect. <b>Note—</b> Biodiversity certified land includes land certified under the <u>Threatened Species Conservation Act 1995</u> , Part 7AA that is taken to be certified under the <u>Biodiversity Conservation Act 2016</u> , Part 8.	None that Council is aware of.
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**18. Orders under Trees (Disputes Between Neighbours) Act 2006**

Whether an order has been made under the <u>Trees (Disputes Between Neighbours) Act 2006</u> to carry out work in relation to a tree on the land, but only if the council has been notified of the order.	None apply.
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**19. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works**

(1) If the <u>Coastal Management Act 2016</u> applies to the council, whether the owner, or a previous owner, of the land has given written consent to the land being subject to annual charges under the <u>Local Government Act 1993</u> , section 496B, for coastal protection services that relate to existing coastal protection works. (2) In this section— <b>existing coastal protection works</b> has the same meaning as in the <u>Local Government Act 1993</u> , section 553B. <b>Note—</b> Existing coastal protection works are works to reduce the impact of coastal hazards on land, such as seawalls, revetments, groynes and beach nourishment, that existed before 1 January 2011.	Not applicable.
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**20. Western Sydney Aerotropolis**

<p>Whether under <u>State Environmental Planning Policy (Precincts—Western Parkland City) 2021</u>, Chapter 4 the land is—</p> <p>(a) in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17, or</p> <p>(b) shown on the <u>Lighting Intensity and Wind Shear Map</u>, or</p> <p>(c) shown on the <u>Obstacle Limitation Surface Map</u>, or</p> <p>(d) in the "public safety area" on the <u>Public Safety Area Map</u>, or</p> <p>(e) in the "3 kilometre wildlife buffer zone" or the "13 kilometre wildlife buffer zone" on the <u>Wildlife Buffer Zone Map</u>.</p>	Not applicable.
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**21. Development consent conditions for seniors housing**

<p>If <u>State Environmental Planning Policy (Housing) 2021</u>, Chapter 3, Part 5 applies to the land, any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in that Policy, section 88(2).</p>	None apply.
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**22. Site compatibility certificates and development consent conditions for affordable rental housing**

<p>(1) Whether there is a current site compatibility certificate under <u>State Environmental Planning Policy (Housing) 2021</u>, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land and, if there is a certificate—</p> <p>(a) the period for which the certificate is current, and</p> <p>(b) that a copy may be obtained from the Department.</p> <p>(2) If <u>State Environmental Planning Policy (Housing) 2021</u>, Chapter 2, Part 2, Division 1 or 5 applies to the land, any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, section 21(1) or 40(1).</p> <p>(3) Any conditions of a development consent in relation to land that are of a kind referred to in <u>State Environmental Planning Policy (Affordable Rental Housing) 2009</u>, clause 17(1) or 38(1).</p> <p>(4) In this section—</p> <p><b>former site compatibility certificate</b> means a site compatibility certificate issued under <u>State Environmental Planning Policy (Affordable Rental Housing) 2009</u>.</p>	None apply.
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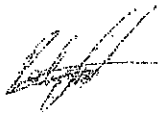
**Note:** The following matters are prescribed by Section 59 (2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate.

<p>(a) that the land to which the certificate relates is significantly contaminated land (within the meaning of the <u>Contaminated Land Management Act 1997</u>)—if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued.</p>	None apply.
<p>(b) that the land to which the certificate relates is subject to a management order (within the meaning of the <u>Contaminated Land Management Act 1997</u>)—if it is subject to such an order at the date when the certificate is issued.</p>	None apply.
<p>(c) that the land to which the certificate relates is the subject of an approved voluntary management proposal (within the meaning of the <u>Contaminated Land Management Act 1997</u>)—if it is the subject of such an approved proposal at the date when the certificate is issued.</p>	None apply.
<p>(d) that the land to which the certificate relates is subject to an ongoing maintenance order (within the meaning of the <u>Contaminated Land Management Act 1997</u>)—if it is subject to such an order at the date when the certificate is issued.</p>	None apply.
<p>(e) that the land to which the certificate relates is the subject of a site audit statement (within the meaning of the <u>Contaminated Land Management Act 1997</u>)—if a copy of such a statement has been provided at any time to the local authority issuing the certificate.</p>	None apply.
<p><b>Murray River Council Contaminated Land Management Policy note</b></p> <p>Council has adopted by resolution a policy on contaminated land which may restrict the development of the land. This policy is implemented when zoning or land use changes are proposed on lands which have previously been used for certain purposes. Council records do not have sufficient information about previous use of this land to determine whether the land is contaminated. Consideration of Council's adopted policy and the application or provisions under relevant state legislation is warranted.</p>	

## GENERAL COMMENTS

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

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



**Rod Croft**  
Director Planning and Environment

**WAKOOL LOCAL ENVIRONMENTAL PLAN 2013**  
**Appendix A**

**ZONE RU1 Primary Production**

**GENERAL REQUIREMENTS**

**DEVELOPMENT AND SUBDIVISION**

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

**1 Objectives of zone.**

- To encourage sustainable primary industry production by maintaining and enhancing the natural resource base.
- To encourage diversity in primary industry enterprises and systems appropriate for the area.
- To minimise the fragmentation and alienation of resource lands.
- To minimise conflict between land uses within this zone and land uses within adjoining zones.
- To promote the use of agricultural land for efficient and effective agricultural production without the encroachment of urban land uses.
- To allow the development of processing, service and value-adding industries related to agriculture and primary industry production.
- To allow the development of complementary non-agricultural land uses that are compatible with the character of the zone.

**2 Permitted without consent**

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

**3 Permitted with consent**

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

**4 Prohibited**

Any development not specified in item 2 or 3

## RELEVANT SPECIAL PROVISIONS

### 4.1 Minimum subdivision lot size

- (1) The objectives of this clause are as follows—
- (a) to ensure that new subdivisions reflect existing lot sizes and patterns in the surrounding locality,
  - (b) to ensure that lot sizes have a practical and efficient layout to meet their intended use,
  - (c) to ensure that lot sizes do not undermine the land's capability to support rural development,
  - (d) to prevent the fragmentation of rural lands,
  - (e) to provide for a range of lot sizes that reflect the services available to the area,
  - (f) to encourage subdivision designs that promote a high level of pedestrian and cyclist connectivity and accommodate public transport vehicles.
- (2) This clause applies to a subdivision of any land shown on the Lot Size Map that requires development consent and that is carried out after the commencement of this Plan.
- (3) The size of any lot resulting from a subdivision of land to which this clause applies is not to be less than the minimum size shown on the Lot Size Map in relation to that land.
- (4) This clause does not apply in relation to the subdivision of any land—
- (a) by the registration of a strata plan or strata plan of subdivision under the Strata Schemes Development Act 2015, or
  - (b) by any kind of subdivision under the Community Land Development Act 2021.

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

- (1) The objectives of this clause are as follows—
- (a) to ensure that the land to which this clause applies is not fragmented into lots that would create additional dwelling opportunities.
  - (2) This clause applies to a subdivision (being a subdivision that requires development consent) under the Community Land Development Act 2021 of land in any of the following zones—
    - (a) Zone RU1 Primary Production,
    - (b) Zone RU3 Forestry,
    - (c) Zone RU5 Village,
    - (d) Zone C2 Environmental Conservation,but does not apply to a subdivision by the registration of a strata plan.
  - (3) The size of any lot resulting from a subdivision of land to which this clause applies (other than any lot comprising association property within the meaning of the Community Land Development Act 2021) is not to be less than the minimum size shown on the Lot Size Map in relation to that land.
  - (4) This clause applies despite clause 4.1.

### 4.1A Minimum subdivision lot size for strata plan schemes in certain rural and environmental protection zones

- (1) The objective of this clause is to ensure that land to which this clause applies is not fragmented by subdivisions that would create additional dwelling entitlements.
- (2) This clause applies to land in the following zones that is used, or is proposed to be used, for eco-tourist facilities, residential accommodation or tourist and visitor accommodation—
- (a) Zone RU1 Primary Production,
  - (b) Zone C2 Environmental Conservation.
- (3) The size of any lot resulting from a subdivision of land to which this clause applies for a strata plan scheme (other than any lot comprising common property within the meaning of the Strata Schemes (Freehold Development) Act 1973 or Strata Schemes (Leasehold Development) Act 1986) is not to be less than the minimum size shown on the Lot Size Map in relation to that land.

#### Note—

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

#### **4.2 Rural subdivision**

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

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

- (a) Zone RU1 Primary Production,
- (b) Zone RU2 Rural Landscape,
- (baa) Zone RU3 Forestry,
- (c) Zone RU4 Primary Production Small Lots,
- (d) Zone RU6 Transition.

**Note—**

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

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

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

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

**Note—**

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

#### 4.2A Erection of dwelling houses on land in certain rural and environmental protection zones

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

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

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

- (a) Zone RU1 Primary Production,
- (b) Zone C2 Environmental Conservation.

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

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

#### Note—

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

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

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

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

(6) Land ceases to be an existing holding for the purposes of subclause (3) (d) if an application for development consent referred to in that subclause is not made in relation to that land before 31 December 2014.

(7) In this clause—

**existing holding** means land that—

(a) was a holding on 18 November 1977, and

(b) is a holding at the time the application for development consent referred to in subclause (3) is lodged,

whether or not there has been a change in the ownership of the holding since 18 November 1977, and includes any other land adjoining that land acquired by the owner since 18 November 1977.

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

#### Note—

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



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

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

(a) to provide flexibility in the application of standards for subdivision for the purpose of intensive plant agriculture in certain rural zones,

(b) to encourage sustainable intensive plant agriculture,

(c) to minimise unplanned rural residential development.

(2) Land in Zone RU1 Primary Production may, with development consent, be subdivided for the purpose of intensive plant agriculture to create a lot of a size that is less than the minimum size shown on the Lot Size Map in relation to that land.

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

(a) the lot will have an area of at least 120 hectares, and

(b) the lot is, or is to be, subject to irrigation requiring a water licence and the volume of, and entitlement to, water available under that licence is or will be adequate for the use of the land for the purpose of intensive plant agriculture, and

(c) the lot is suitable for, and is to be used for, intensive plant agriculture, and

(d) the dwelling house is required to support the carrying out of such a purpose.

(4) Development consent may be granted for the erection of a dwelling house on a lot created by a subdivision under this clause, or on an existing lot of any size that only contains land in Zone RU1 Primary Production, if the consent authority is satisfied that—

(a) the lot complies with subclause (3) (a) and (b), and

(b) the lot is suitable for, and is being used for, the purpose of intensive plant agriculture, and

(c) the dwelling house is required to support the carrying out of that purpose.

#### **Note—**

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

**WAKOOL LOCAL ENVIRONMENTAL PLAN 2013**  
**Appendix A**

**ZONE R1 General Residential**

**GENERAL REQUIREMENTS**

**DEVELOPMENT AND SUBDIVISION**

**LAND USE TABLE: R1 GENERAL RESIDENTIAL ZONE**

**1 Objectives of zone**

- To provide for the housing needs of the community.
- To provide for a variety of housing types and densities.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To ensure development is ordered in such a way as to encourage walking and cycling in close proximity to settlement.

**2 Permitted without consent**

Environmental protection works; Home occupations; Roads

**3 Permitted with consent**

Attached dwellings; Boarding houses; Building identification signs; Business identification signs; Camping grounds; Caravan parks; Centre-based child care facilities; Community facilities; Dwelling houses; Eco-tourist facilities; Electricity generating works; Emergency services facilities; Environmental facilities; Exhibition homes; Exhibition villages; Group homes; Hostels; Information and education facilities; Jetties; Kiosks; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Recreation facilities (outdoor); Residential accommodation; Residential flat buildings; Respite day care centres; Semi-detached dwellings; Seniors housing; Shop top housing; Tank-based aquaculture; Tourist and visitor accommodation; Waste or resource transfer stations; Water supply systems

**4 Prohibited**

Farm stay accommodation; Rural workers' dwellings; Any other development not specified in item 2 or 3

## RELEVANT SPECIAL PROVISIONS

### 4.1 Minimum subdivision lot size

- (1) The objectives of this clause are as follows—
- (a) to ensure that new subdivisions reflect existing lot sizes and patterns in the surrounding locality,
  - (b) to ensure that lot sizes have a practical and efficient layout to meet their intended use,
  - (c) to ensure that lot sizes do not undermine the land's capability to support rural development,
  - (d) to prevent the fragmentation of rural lands,
  - (e) to provide for a range of lot sizes that reflect the services available to the area,
  - (f) to encourage subdivision designs that promote a high level of pedestrian and cyclist connectivity and accommodate public transport vehicles.
- (2) This clause applies to a subdivision of any land shown on the Lot Size Map that requires development consent and that is carried out after the commencement of this Plan.
- (3) The size of any lot resulting from a subdivision of land to which this clause applies is not to be less than the minimum size shown on the Lot Size Map in relation to that land.
- (4) This clause does not apply in relation to the subdivision of any land—
- (a) by the registration of a strata plan or strata plan of subdivision under the Strata Schemes Development Act 2015, or
  - (b) by any kind of subdivision under the Community Land Development Act 2021.

### 4.1B Minimum lot sizes for dual occupancies, multi dwelling housing and residential flat buildings

- (1) The objective of this clause is to achieve planned residential density in certain zones.
- (2) Development consent may be granted to development on a lot in a zone shown in Column 2 of the table to this clause for a purpose shown in Column 1 of the table opposite that zone, if the area of the lot is equal to or greater than the area specified for that purpose and shown in Column 3 of the table.

Column 1	Column 2	Column 3
Dual occupancy	Zone R1 General Residential	800 square metres
Dual occupancy	Zone RU5 Village	1,000 square metres
Dual occupancy	Zone R5 Large Lot Residential	1,000 square metres
Multi dwelling housing	Zone R1 General Residential	1,250 square metres

**WAKOOL LOCAL ENVIRONMENTAL PLAN 2013**  
**Appendix A**

**ZONE W1 Natural Waterways**

**GENERAL REQUIREMENTS**

**DEVELOPMENT AND SUBDIVISION**

**LAND USE TABLE: W1 NATURAL WATERWAYS ZONE**

- 1 Objectives of zone**
  - To protect the ecological and scenic values of natural waterways.
  - To prevent development that would have an adverse effect on the natural values of waterways in this zone.
  - To provide for sustainable fishing industries and recreational fishing.
  
- 2 Permitted without consent**

Environmental protection works
  
- 3 Permitted with consent**

Aquaculture; Emergency services facilities; Environmental facilities; Information and education facilities; Water recreation structures; Water recycling facilities; Wharf or boating facilities
  
- 4 Prohibited**

Business premises; Hotel or motel accommodation; Industries; Local distribution premises; Multi dwelling housing; Recreation facilities (major); Residential flat buildings; Restricted premises; Retail premises; Seniors housing; Service stations; Warehouse or distribution centres; Any other development not specified in item 2 or 3

**RELEVANT SPECIAL PROVISIONS**

**4.1 Minimum subdivision lot size**

- (1) The objectives of this clause are as follows—
  - (a) to ensure that new subdivisions reflect existing lot sizes and patterns in the surrounding locality,
  - (b) to ensure that lot sizes have a practical and efficient layout to meet their intended use,
  - (c) to ensure that lot sizes do not undermine the land's capability to support rural development,
  - (d) to prevent the fragmentation of rural lands,
  - (e) to provide for a range of lot sizes that reflect the services available to the area,
  - (f) to encourage subdivision designs that promote a high level of pedestrian and cyclist connectivity and accommodate public transport vehicles.
- (2) This clause applies to a subdivision of any land shown on the Lot Size Map that requires development consent and that is carried out after the commencement of this Plan.
- (3) The size of any lot resulting from a subdivision of land to which this clause applies is not to be less than the minimum size shown on the Lot Size Map in relation to that land.
- (4) This clause does not apply in relation to the subdivision of any land—
  - (a) by the registration of a strata plan or strata plan of subdivision under the Strata Schemes Development Act 2015, or
  - (b) by any kind of subdivision under the Community Land Development Act 2021.

## Appendix B

### State Environmental Planning Policies

- State Environmental Planning Policy (Biodiversity and Conservation) 2021
- State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004
- State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
- State Environmental Planning Policy (Housing) 2021
- State Environmental Planning Policy (Industry and Employment) 2021
- State Environmental Planning Policy No 65—Design Quality of Residential Apartment Development
- State Environmental Planning Policy (Planning Systems) 2021
- State Environmental Planning Policy (Precincts—Regional) 2021
- State Environmental Planning Policy (Primary Production) 2021
- State Environmental Planning Policy (Resilience and Hazards) 2021
- State Environmental Planning Policy (Resources and Energy) 2021
- State Environmental Planning Policy (Transport and Infrastructure) 2021



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Assessment no: 11170562  
Certificate application no: 417-2223c  
Applicant ref: JDG:BS:233759

16 January 2023

Glowreys-The Riverina Law Firm  
PO Box 755  
Deniliquin NSW 2731

Dear Sir/Madam

**Re: Request for Certificates – Sewerage Diagram**  
**Property: Lot 15 DP 1284957 80 Riverview Drive Barham NSW 2732**  
**Owner: Barham Vines Pastoral Company Pty Ltd**

Please be advised that the abovementioned property does not have a diagram available for Council's sewer system.

Should you require further information, please contact our Engineering department on 1300 087 004.

Yours sincerely

**Rod Croft**  
**Director Planning & Environment**

