

Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	eCOS ID: 49800157	NSW Duty:
vendor's agent	Collie & Tierney 67 Lime Avenue MILDURA VIC 3500		Phone: 03 5021 2200
co-agent			Fax: 03 5021 1213
vendor	Colin Ian Nankivell, Susan Lyn Nankivell 130 Mourquong Road MOURQUONG NSW 2739		Ref: Michael Pullen
vendor's solicitor	Holcroft Lawyers 143 Langtree Avenue MILDURA VIC 3500		Phone:
			Fax: (03) 5022 2649
			Ref: 18-0428
date for completion	90 days from contract date	(clause 15)	Email: enquiries@holcroftlawyers.com
land	130 Mourquong Road MOURQUONG NSW 2739		
(Address, plan details and title reference)	935/756961, 936/756961 & 937/756961		

improvements ☒ VACANT POSSESSION ☐ Subject to existing tenancies

☐ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space

☐ none ☒ other: refer to schedule of improvements

attached copies ☒ documents in the List of Documents as marked or as numbered:

☐ other documents: refer to the List of Documents

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

inclusions ☐ blinds ☐ dishwasher ☐ light fittings ☐ stove

☐ built-in wardrobes ☐ fixed floor coverings ☐ range hood ☐ pool equipment

☐ clothes line ☐ insect screens ☐ solar panels ☐ TV antenna

☐ curtains ☒ other: refer to schedule of improvements and

schedule of plant and equipment

exclusions all items not listed as inclusions

purchaser

purchaser's solicitor

Phone:

Fax:

Ref:

Email:

(10% of the price, unless otherwise stated)

price \$

deposit \$

balance \$

contract date

(if not stated, the date this contract was made)

buyer's agent

vendor

witness

GST AMOUNT (optional)

The price includes

GST of: \$

purchaser

☐ JOINT TENANTS

☐ tenants in common

☐ in unequal shares

witness

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

18-0428

49800157

vendor agrees to accept a **deposit-bond** (clause 3) ☒ NO ☐ yes
proposed electronic transaction (clause 30) ☒ no ☐ YES

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 *RW payment* (residential withholding payment) ☒ NO ☐ yes (if yes, vendor must provide further details)

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

RW payment (residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *RW payment*: \$

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

Amount purchaser must pay – price multiplied by the *RW 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):

General

- ☒ 1 property certificate for the land
- ☒ 2 plan of the land
- ☐ 3 unregistered plan of the land
- ☐ 4 plan of land to be subdivided
- ☐ 5 document that is to be lodged with a relevant plan
- ☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979
- ☒ 7 additional information included in that certificate under section 10.7(5)
- ☐ 8 sewerage infrastructure location diagram (service location diagram)
- ☐ 9 sewer lines location diagram (sewerage service diagram)
- ☐ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- ☐ 11 *planning agreement*
- ☐ 12 section 88G certificate (positive covenant)
- ☐ 13 survey report
- ☐ 14 building information certificate or building certificate given under *legislation*
- ☐ 15 lease (with every relevant memorandum or variation)
- ☐ 16 other document relevant to tenancies
- ☐ 17 licence benefiting the land
- ☐ 18 old system document
- ☐ 19 Crown purchase statement of account
- ☐ 20 building management statement
- ☒ 21 form of requisitions
- ☒ 22 *clearance certificate*
- ☒ 23 land tax certificate

Home Building Act 1989

- ☐ 24 insurance certificate
- ☐ 25 brochure or warning
- ☐ 26 evidence of alternative indemnity cover

Swimming Pools Act 1992

- ☐ 27 certificate of compliance
- ☐ 28 evidence of registration
- ☐ 29 relevant occupation certificate
- ☐ 30 certificate of non-compliance
- ☐ 31 detailed reasons of non-compliance

Strata or community title (clause 23 of the contract)

- ☐ 32 property certificate for strata common property
- ☐ 33 plan creating strata common property
- ☐ 34 strata by-laws
- ☐ 35 strata development contract or statement
- ☐ 36 strata management statement
- ☐ 37 strata renewal proposal
- ☐ 38 strata renewal plan
- ☐ 39 leasehold strata - lease of lot and common property
- ☐ 40 property certificate for neighbourhood property
- ☐ 41 plan creating neighbourhood property
- ☐ 42 neighbourhood development contract
- ☐ 43 neighbourhood management statement
- ☐ 44 property certificate for precinct property
- ☐ 45 plan creating precinct property
- ☐ 46 precinct development contract
- ☐ 47 precinct management statement
- ☐ 48 property certificate for community property
- ☐ 49 plan creating community property
- ☐ 50 community development contract
- ☐ 51 community management statement
- ☐ 52 document disclosing a change of by-laws
- ☐ 53 document disclosing a change in a development or management contract or statement
- ☐ 54 document disclosing a change in boundaries
- ☐ 55 information certificate under Strata Schemes Management Act 2015
- ☐ 56 information certificate under Community Land Management Act 1989
- ☐ 57 document relevant to off-the-plan sale

Other

- ☒ 58

WSC Rates Notices for the period ending 30 June 2019;
WAL10929 extract search;
Rules of Mourquong Co-operative Rural Society Limited registered 7 November 2002;

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

Australian Taxation Office Council County Council Department of Planning and Environment Department of Primary Industries East Australian Pipeline Limited Electricity and gas Land & Housing Corporation Local Land Services NSW Department of Education	NSW Fair Trading NSW Public Works Advisory Office of Environment and Heritage Owner of adjoining land Privacy Roads and Maritime Services Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
--	---

If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay stamp duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor.

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>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>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>remittance amount</i>	the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a party;
<i>rescind</i>	rescind this contract from the beginning;
<i>RW 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>RW rate</i>);
<i>RW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>serve</i>	serve in writing on the other party;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a party, the party's solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the party;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 18B of the Swimming Pools Regulation 2008).

2 Deposit and other payments before completion

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

- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.
- 3 Deposit-bond**
- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must serve a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser serves a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser serves a replacement *deposit-bond*, the vendor must serve the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser serves prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
- 3.11.2 if the vendor serves prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Transfer**
- 4.1 *Normally*, the purchaser must serve at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must serve it.
- 4.3 If the purchaser serves a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.
- 5 Requisitions**
- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by serving it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything served by the vendor - *within* 21 days after the later of the contract date and that service; and
- 5.2.3 in any other case - *within* a reasonable time.
- 6 Error or misdescription**
- 6.1 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

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

10 Restrictions on rights of purchaser

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

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

- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the GST rate if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 Normally, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make an *RW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, serve evidence of submission of an *RW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *RW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 serve evidence of receipt of payment of the *RW payment*.
- 14 Adjustments**
- 14.1 Normally, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 Normally, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.
- 15 Date for completion**
- The *parties* must complete by the date for completion and, if they do not, a *party* can serve a notice to complete if that *party* is otherwise entitled to do so.

16 Completion**• Vendor**

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgement fee to the purchaser, plus another 20% of that fee.
- 16.6 If a *party* serves a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.
- Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - remittance amount payable;
 - RW payment; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.

• Place for completion

- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.
- 20 Miscellaneous**
- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 served if it is served by the *party* or the *party's solicitor*;
- 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
- 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally – the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing – the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

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

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the property' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The parties must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 Normally, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme –
- a proportional unit entitlement for the lot is not disclosed in this contract; or
 - 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 substantially disadvantages 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 a strata renewal plan to the owners in the scheme for their consideration and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must serve an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.
- 24 Tenancies**
- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must serve any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.
- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and

24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

25.1 This clause applies only if the land (or part of it) –

25.1.1 is under qualified, limited or old system title; or

25.1.2 on completion is to be under one of those titles.

25.2 The vendor must *serve* a proper abstract of title *within* 7 days after the contract date.

25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.

25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –

25.4.1 shows its date, general nature, names of parties and any registration number; and

25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.

25.5 An abstract of title –

25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);

25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;

25.5.3 *normally*, need not include a Crown grant; and

25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.

25.6 In the case of land under old system title –

25.6.1 in this contract 'transfer' means conveyance;

25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and

25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.

25.7 In the case of land under limited title but not under qualified title –

25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);

25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and

25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

25.8 The vendor must give a proper covenant to produce where relevant.

25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.

25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

26 Crown purchase money

26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.

26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.

26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.

26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

27 Consent to transfer

27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.

27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within* 7 days after the contract date.

27.3 The vendor must apply for consent *within* 7 days after *service* of the purchaser's part.

27.4 If consent is refused, either *party* can *rescind*.

27.5 If consent is given, subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind* *within* 7 days after receipt by or *service* upon the *party* of written notice of the conditions.

27.6 If consent is not given or refused –

27.6.1 *within* 42 days after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or

27.6.2 *within* 30 days after the application is made, either *party* can *rescind*.

27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –

27.7.1 under a *planning agreement*; or

27.7.2 in the Western Division.

27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.

27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

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

29 Conditional contract

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within* 7 days after either *party* serves notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within* 7 days after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within* 7 days after either *party* serves notice of the refusal; and
- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* serving notice of the event happening;
 - every *party* who has the benefit of the provision serving notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Electronic transaction

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is a proposed *electronic transaction*;
- 30.1.2 the parties otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after it has been agreed that it will be conducted as an *electronic transaction*, a *party* serves a notice that it will not be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.

- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent, but only to the extent, that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgement Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* in accordance with the *participation rules* and the *ECNL*;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the *date* for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the *date* for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the *date* for completion; and
- 30.9.2 the vendor must *populate* the *Electronic Workspace* with payment details at least *1 business day* before the *date* for completion.
- 30.10 At least *1 business day* before the *date* for completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the *Electronic Workspace* allows the *parties* to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the *parties* –
- 30.13.1 *normally*, the *parties* must choose that financial settlement not occur; however

- 30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –
- all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgement Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
 - the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must *serve* the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by, the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- | | |
|---------------------------------|---|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>effective date</i> | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date; |
| <i>electronic document</i> | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ; |
| <i>electronic transfer</i> | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties'</i> <i>Conveyancing Transaction</i> ; |
| <i>electronic transaction</i> | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ; |
| <i>electronically tradeable</i> | a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ; |
| <i>incoming mortgagee</i> | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price; |
| <i>mortgagee details</i> | the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion; |
| <i>participation rules</i> | the participation rules as determined by the <i>ENCL</i> ; |
| <i>populate</i> | to complete data fields in the <i>Electronic Workspace</i> ; and |
| <i>title data</i> | the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> . |
- 31 Foreign Resident Capital Gains Withholding**
- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *remittance amount* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and

- 31.2.4 serve evidence of receipt of payment of the *remittance amount*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that service and clause 21.3 does not apply to this provision.
- 31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

130 MOURQUONG ROAD MOURQUONG NSW 2739

Special Conditions

1. In the event of any discrepancy between these special conditions and the printed form of Contract these special conditions shall prevail.
2. No clause or special condition hereof shall merge on completion where such clause may reasonably be construed as intended to have a continuing effect after completion.
3. The Purchaser acknowledges that in entering into this agreement the Purchaser does not rely upon any warranty or representation made by the Vendor or by any person on behalf of the Vendor except such as may be expressly provided herein or implied by virtue of Section 52A of the Conveyancing Act 1919 (as amended) but instead has relied entirely upon the Purchaser's own inquiries and inspection of the property and in consideration of the Vendor entering into this Contract, the parties expressly agree that this acknowledgement may be pleaded in bar to any action by the Purchaser against the Vendor at law or in equity for breach of any such warranty or representation.
4. Subject to the provisions of this Contract (and where not inconsistent with the provisions of Section 66L of the Conveyancing Act 1919 as amended) the Purchaser acknowledges that he is purchasing the property in its present condition and state of repair subject to fair wear and tear pending completion.
5. The Purchaser having had the opportunity of comparing the land inspected by him with that described in the particulars of title as the title to such land shall take no objection make no requisition and claim no compensation by reason of any discrepancies between the actual area, boundaries, measurements or position of the land as occupied and the same as shown or described in the said particulars of title nor shall the Purchaser be entitled to call upon the Vendor to amend title or to bear or to contribute to the expense of any amendment of title.
6. This sale is subject to the property and the chattels being delivered to the Purchaser on the settlement date in their present state of repair (fair wear and tear excepted) but failure so to deliver the chattels shall only create a right to compensation.
7. Without in any manner negating, limiting or restricting any rights or remedies which would have been available to either party at law or in equity had this clause not been

included herein should either party prior to completion:-

- a) die or become so mentally ill that his or her affairs are liable to be administered by the Protective Commissioner prior to completion of this Contract, then the other party may by notice in writing to the Vendor or Purchaser as the case may be, rescind this Contract whereupon the provisions of Condition 19 shall apply and where there are more than one Vendor or Purchaser, then the provisions of this further condition shall apply where either the Vendor or Purchaser as the case may be shall die or become bankrupt prior to completion hereof.
 - b) be declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors or being a company resolve to go into liquidation or have a petition for winding up presented or enter into any scheme or arrangement with its creditors or should any liquidator, receiver or official manager be appointed in respect of the affairs of either party then that party shall be deemed to be in default hereunder whereupon the provisions of Condition 19 shall apply.
8. It is hereby expressly agreed between the parties that in the event of either party failing to complete this Contract by the due date then that party not in default shall be entitled to serve on the other party a Notice to Complete requiring that other party to so complete this agreement within fourteen (14) days from the date of service of such notice. For the purpose of this agreement any such Notice to Complete shall be deemed both at law and in equity to be sufficient notice to make time of the essence of this agreement.
9. The Purchaser acknowledges that he is purchasing the property and shall take title thereto subject to existing water, sewerage, drainage, gas and electricity, telephone or other installations or services (hereinafter in the condition referred to as "any service") and shall not make any requisition, objection or claim for compensation in respect of:-
 - a) the nature, location, availability or non-availability of any service; or
 - b) if any such service is a joint service with any other property or properties; or
 - c) if any service for any other property or properties of the main, pipes, wires of connection therefore pass through or over the property and vice versa; or
 - d) whether or not the property is subject to or has the benefit of any rights, easements or agreements in respect of any service of the mains, pipes or connections therefore.

10. Upon completion, if applicable, the Vendor will hand to the Purchaser a proper form of Discharge of Mortgage or Withdrawal of Caveat as the case may be in registrable form in respect of any Mortgage or Caveat registered on the title to the property and will allow the Purchaser the registration fee payable on such Discharge of Mortgage or Withdrawal of Caveat and the Purchaser shall make no requisition or objection requiring the registration of such Discharge of Mortgage or Withdrawal of Caveat prior to completion.
11. If the Purchaser defaults in payment of the purchase money or any part of it or of any interest thereon or any other moneys payable to the Vendor under this Contract he shall pay interest at the rate of fifteen (15.00) per centum per annum on the amount in default from the date of such default until the default ceases without prejudice however to the Vendor's other rights under this Contract. For the purpose of this clause only time shall be and be deemed to be, of the essence of this Contract.
12. The Purchaser having had the opportunity of inspecting the property hereby sold (including) the fixed and permanent improvements and the chattels) is deemed to purchase the same with full notice of the state and condition thereof and every part thereof and shall make no requisition or objection or claim any compensation in respect of the state and condition thereof, or in relation to any matter contained or referred to in any Certificate issued by the Shire of Wentworth under Section 10.7 or 10.7(5) of the Environmental Planning and Assessment Act or in any annexure to such certificate relating to the property or any part of it.
13. The parties shall be deemed to have asked and answered the requisitions (and their answers) attached to this contract of sale.
14. The Purchaser will provide no later than 14 days prior to settlement all necessary details in order for the Vendor to complete the Request for CoRD Holder Consent (Transacting Party Consent) and provide it to the CoRD Holder.
15. Included in the sale is the Vendor's share in Water Access Licence Certificate of Title WAL 10929 which has a share component of 4/52 of 78 megalitres (approx. 6ML) of Stock and Domestic and WAL 10929 which has a share component of 611/5840 of 2,920 megalitres (approx. 311ML) of High Security and Works Approval No. 60WA581703 held subject to the rules of the Mourquong Co-operative Rural Society Limited. The Purchaser acknowledges that the water entitlements may be subject to

restrictions imposed by the relevant regulating body/s because of drought and/or other reasons. The Purchaser shall make his own enquiries as to the current water restrictions and any impact restrictions may have in relation to water entitlements available to the property.

16. The Vendor shall not be responsible for any changes in relation to the water restrictions which may occur from time to time and the Purchaser shall not be entitled to any claim for compensation or withdraw from the Contract in this regard. Also included in the sale is the Vendor's right title and interest in all seasonal water allocation and any carry over entitlement relating to the abovementioned Water Access Licences. The Vendor shall not deal with the abovementioned water, carryover and allocation entitlement in any manner which is inconsistent with the Purchaser's rights pursuant to this Special Condition.
17. The Vendor shall sign any document and do anything reasonably required by the Purchaser to transfer the Vendor's 4/52 share and 611/5840 share in the Water Access Licences and Works Approval at settlement.
18. Settlement is subject to the Vendors furnishing the Purchaser with evidence that the swimming pool located on Lot 937 is registered and a certificate of compliance issued. If a certificate of non-compliance is issued the Vendor may attend to the matters requiring attention as notified. However, if the Vendor does not attend to those matters so notified then the Purchaser may cancel the contract or waive the requirement for the Vendor to attend to those matters for a certificate of compliance to be issued. If the Purchaser does exercise the waiver under this special condition, then the Purchaser does so in the acknowledgement that the Purchaser will be responsible for attending to same.
19. It is agreed between the parties that the sale price of \$ is apportioned as follows:

Lot 935/756961	\$
Lot 936/756961	\$
Lot 937/756961	\$
WAL 10928	\$
WAL10929	\$No commercial value
Plant and equipment	\$

20.
 - a) The Vendor warrants that a farming business has been carried out upon the land for the past five years.
 - b) The Purchaser warrants that it intends that a farming business shall be carried out upon the land following settlement.
 - c) Should the Commissioner for Taxation assess this transaction as being the sale of a taxable supply and the Vendors serve a letter from the Australian Taxation Office stating that the Vendors have to pay GST on the supply and a valid tax invoice, then the Purchaser/s must pay to the Vendors on demand the amount of GST assessed and such amount shall be an amount due to the Vendors under this contract for the purposes of special condition 11.
21.
 - a) On payment of the deposit the Purchaser shall be entitled to enter upon and work the said land but the same shall not be deemed a taking of possession or as conferring any right of occupation until payment of the balance of purchase monies, subject to clauses 21(b) and 21(c).
 - b) At settlement all rates and taxes and similar outgoings shall be adjusted between the parties as at the date on which the Purchaser commenced to work the land.
 - c) The Purchaser shall obtain and maintain current at all times through the period of occupying the property, at the Purchaser's cost, insurance policies in the name of the Purchase and the Vendor and any Vendors' mortgagees registered on title from a reputable insurer:
 - i) covering full sum insured value of the capital improvements on the farming property; and
 - ii) public risk liability in the amount of \$20,000,000.00 per event or such other amount as required by the Vendor.
 - d) The Purchaser must provide a copy of the insurance obtained pursuant to this special condition to the Vendor at the time that the Purchaser enters upon the land.
 - e) In the event that the sale is not completed due to the default of the Purchaser, the Purchaser shall have been deemed to have been working the land as a contractor only and the vendors shall pay to the Purchasers at local current rates for all beneficial work done by them on the said land and the Purchaser shall pay and account to the Vendor for the produce of the land taken off by the Purchaser.
 - f) Ownership of all growing crop on the land shall:

- i) In the event that the sale is not completed due to the default of the Purchaser, remain in the Vendors' name and any crops taken off the property by the Purchasers shall be sold and delivered in the name of the Vendors; and
 - ii) In the event that the sale is not completed due to the default of the Vendor, be the property of the Purchaser and the Purchaser shall be entitled to the proceeds of sale and to enter the land and harvest any crop that has not so harvested prior to the Vendors default.
- g) The Purchaser shall use all proper and accepted methods of horticulture in the working of the land and shall comply with all reasonable requests of the vendors in this regard.
- h) The Purchaser must not before completion let or part with possession of any part of the property or contravene any agreement between the parties or any direction, document, legislation, notice or order affecting the property.
- i) Should the Purchaser default in performance of this contract in any way the vendors may request the Purchasers to cease working the property forthwith and the Purchaser shall on receiving such notice in writing signed by the Vendor immediately cease working the property.
- j) The Purchaser will not without the prior written consent of the Vendors effect any structural alterations to any of the fixed and permanent improvements on the property or remove any vines or trees at present growing thereon.
- k) The Purchaser must keep the property in good condition and repair having regard to its condition at the giving of possession and allow the Vendors to enter and inspect it at all reasonable times.
- l) If the purchase does not comply with this special condition 21, then without affecting any other right of the Vendor:
 - i) The vendor can before completion, without notice, remedy the non-compliance; and
 - ii) if the Vendor pays the expense of doing this, the Purchaser must pay it to the Vendor with interest at the rate referred to at special condition 11.
- m) Notwithstanding anything to the contrary herein the risk in any growing crop on the said land shall pass to the Purchaser on the Purchaser commencing to work the land.
- n) The risk in the property passes to the Purchaser on the date that the Purchaser commences working possession pursuant to this special condition.

22. The Vendor confirms that they have paid all monies owing in respect of Non-Irrigable Purchase No. 415 to the Department of Primary Industries and that it shall at completion provide the Purchaser with a form of Removal of Notation duly endorsed by the Department of Primary Industries in respect of item number 4 of the Second Schedule of the search of Certificate of Title Folio Identifier 937/756961. The Vendor shall allow the Purchaser at settlement the Land Titles Office registration fee to register the said Removal of Notation.
23. If the Purchaser is an incorporated body other than a company listed on the Australian Stock Exchange the Purchaser shall procure not less than two of its directors or two of the members of its committee (as the case may be) to execute a Guarantee and Indemnity of the obligations of the Purchaser in the form of the Guarantee and Indemnity annexed and marked with the letter "A".
24. **RELEASE OF SECURITY INTEREST**
- (a) This special condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009* (Cth) applies.
 - (b) For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with special condition 24(d), the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
 - (c) If the purchaser is given the details of the vendor's date of birth under condition 24(b), the purchaser must
 - i. only use the vendor's date of birth for the purposes specified in condition 24(b); and
 - ii. keep the date of birth of the vendor secure and confidential.
 - (d) The vendor must ensure that at or before settlement, the purchaser receives –
 - i. a release from the secured party releasing the property from the security interest; or
 - ii. a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - iii. a written approval or correction in accordance with section 275(1)(c) of

the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

- (e) Subject to special condition 24(f), the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property -
 - i. that –
 - aa. the purchaser intends to use predominately for personal, domestic or household purposes; and
 - bb. has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of *section 47(1)* of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - ii. that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- (f) The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in special condition 24(e) if -
 - i. the personal property is of a kind that may be described by a serial number in the Personal Property Securities Register; or
 - ii. the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- (g) A release for the purposes of special condition 24(d)i must be in writing.
- (h) A release for the purposes of special condition 24(d)i must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- (i) If the purchaser receives a release under special condition 24(d)i the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- (j) In addition to ensuring a release is received under special condition 24(d)i, the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- (k) The purchaser must advise the vendor of any security interest that is registered

on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.

- (l) The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under special condition 24(k)
- (m) If settlement is delayed under special condition 24(l), the purchaser must pay the vendor -
 - i. interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - ii. any reasonable costs incurred by the vendor as a result of the delay - as though the purchaser was in default.
- (n) Special condition 24 is an obligation independent of any obligation of the Vendors' to convey good and clear title to the land at settlement.
- (o) Words and phrases which are defined in the *Personal Property Securities Act 2009 (Cth)* have the same meaning in special condition 24 unless the context requires otherwise.

25. The following conditions are prescribed as applicable to and in respect of the sale by auction of land.

- a) The Vendor's reserve price must be given in writing to the auctioneer before the auction commences.
- b) A bid for the Vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the Vendor.
- c) When making a bid on behalf of the Vendor or accepting a bid made by or on behalf of the Vendor, the auctioneer must clearly state that the bid was made by or on behalf of the Vendor or auctioneer
- d) The highest bidder is the purchaser, subject to any reserve price.
- e) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
- f) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the Vendor.

- g) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
- h) A bid cannot be made or accepted after the fall of the hammer.
- i) As soon as practicable after the fall of the hammer the purchaser is to sign the Contract of Sale and pay the deposit.
- j) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.

Improvements

Lot 935

Cottage including electric stove, built in cupboards, fixed floor coverings, electric space heater, evaporative air-conditioner.

Main shed

Packing room and cool room

Freestanding cool room

Four-room workers quarters and ablutions

Lot 936

Residential dwelling including fixed floor coverings, gas space heater, built in wardrobes, table cooking range and range hood, built-in cupboards, electric heater and 2 x roof-mounted evaporative air-conditioners and electric hot water.

A two-storey residential dwelling including an undercroft carport and storeroom, electric stove and built-in cupboards.

Lot 937

Residential dwelling including double car garage and lock-up shed and swimming pool / swimming pool fence and filtration equipment, evaporative air conditioner and reverse-cycle air-conditioner, fixed floor coverings, electric stove / gas hob and rangehood, light fittings, dishwasher, solar hot water, curtains and blinds, built-in wardrobes, insect screens and TV antenna.

Packing and storage sheds and cool room

Cottage including carport.

PLANT AND EQUIPMENT

Landini 75F 4X4 Advantage Series cab tractor VIN no. 7088F05155

Landini 75F 4X4 Advantage Series ROPS tractor VIN no. 7031D9131

John Deere 5325 4X4 ROPS tractor with forklift and rear bin carrier VIN no. L95325R135056

John Deere 1040 ROPS tractor with forklift and rear bin carrier VIN 104014SA539038L

Case 1190 tractor VIN no. 11903011030166

Linde Forklift Serial no. 351A09043820

Silvan 3500 litre air blaster

Metters 1800 litre oscillating boom sprayer

Weedicide Sprayer

Vicon manure spreader

Leda slasher

Bureng hydraulic 3 blade tree hedger

6 metre Afron

4 metre Afron

Pallet trolley (x2)

4-wheel motor bike (x2)

Irrigation plant including pumps and pump sheds (x2)

Irrigation systems and piping, valves and filtration

Orchard frost fans and engines (x2)

Cultivator

Disc

3 pt Linkage grader

Fuel tank (2,000 litre)

Underground fuel tank (300 gallon) (x2)

Block trailer

Harding twin blade slasher

Picking ladders

Pedestal drill

Bench Grinder

DEED OF GUARANTEE AND INDEMNITY

We the Guarantors whose names addresses and descriptions are set out in the Schedule to this Guarantee and Indemnity ("the Guarantors") in consideration of the Vendor named in the attached Contract selling to the Purchaser named in the Contract at our request the Land described in the Contract for the Price and upon the terms and conditions contained in the Contract DO HEREBY for ourselves our respective executors and administrators JOINTLY AND SEVERALLY COVENANT with the Vendor that if at any time default shall be made in payment of the Deposit or Payment of Residue or interest or other moneys payable by the Purchaser to the Vendor under the contract or in the performance or observance of any term or condition of the Contract to be performed or observed by the Purchaser we will forthwith on demand by the Vendor pay to the Vendor the Price interest charges or other moneys or such part as shall then be due and payable to the Vendor AND AS A SEPARATE AND INDEPENDENT OBLIGATION WE FURTHER JOINTLY AND SEVERALLY UNDERTAKE to keep the Vendor indemnified against and loss of Price interest and other moneys payable under the Contract and all losses costs charges and expenses whatsoever which the Vendor may incur by reason of any default as aforesaid or repudiation on the part of the Purchaser. This Guarantee and Indemnity shall be a continuing Guarantee and Indemnity and shall not be released by any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the Contract or the performance or observance of any of the agreements obligations or conditions under the contract or by time being given to the Purchaser for any payment performance or observance or By any other thing which under the law relating to sureties would but for this provision have the effect of releasing us our executors or administrators.

SCHEDULE

Guarantors :

1. Full name:
Address:
Occupation:
2. Full name:
Address:
Occupation:

IN WITNESS whereof the Guarantors have executed this Deed the
Two thousand and Nineteen.

day of

SIGNED SEALED AND DELIVERED by)
)
the said)
)
in the presence of)

SIGNED SEALED AND DELIVERED by)
)
the said)
)
in the presence of)

RURAL LAND REQUISITIONS ON TITLE

Vendor: **Colin Ian Nankivell and Susan Lyn Nankivell**
Purchaser:
Property: **130 Mourquong Road, Mourquong NSW 2739**
Dated:

Note: *If the answer to any of these questions is 'yes', please supply full details and a copy of all relevant documentation.*

1. Capacity

Is the vendor under any legal incapacity?

(Such as:

- *minority*
- *an order or declaration under the Protected Estates Act 1983 or the Inebriates Act 1912*
- *bankruptcy or entering a part X arrangement under the Bankruptcy Act 1966*
- *if the vendor is a company, any notice, an application or order received by the vendor or made at Court for its winding up, or for the appointment of a receiver, an administrator or a controller).*

2. Notices and orders

(a) Is the vendor aware of any notice or order or requirement of any authority or any adjoining owner affecting the property?

(Such as:

- *notices from the Rural Lands Protection Board about noxious animals or insects*
- *notices from a county council about noxious weeds*
- *notices requiring bushfire fire breaks).*

(b) Has any work been done by any authority which might give rise to a notice, order or liability? (Such as road works done by local council).

(c) Has the vendor received any verbal notices from any local council, Rural Lands Protection Board or government authority concerning any proposed action that could affect the property in any way?

Please provide particulars

3. Agricultural tenancies, etc

(a) Vacant possession of the property must be given on completion unless the Contract provides otherwise.

(b) Are there any agreements or arrangements which would create a 'tenancy' within the meaning of the definition of 'tenancy' as contained in Section 4 of the *Agricultural Tenancies Act 1990*? (such as farming, grazing, share farming or agistment agreements).

If yes:

- (i) The nature of the tenancy;
- (ii) The date of termination of the tenancy;
- (iii) Particulars of any written agreement; (please supply a copy)
- (iv) Particulars of any oral agreement

(c) If there is an agreement or arrangement as mentioned in sub clause (b) has the tenant carried out any improvements on the property, with or without the vendor's consent, for which the tenant is entitled to compensation from the vendor?

(d) Has the vendor carried out any improvement on the property for which the tenant is liable to compensate the vendor?

(e) Are there any unresolved disputes between the owner and a tenant pursuant to an agreement which creates an interest in the land?

(f) Are there any fixtures on the property to which the tenant may have right to access or removal?

(g) Are there any details/documents that record the condition of the property at the commencement of the tenancy? If yes, please provide copies.

4. Buildings

(a) Are there any structures on the property that have not been approved by the local council or which are used for a purpose that has not been so approved?

(b) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act* and their regulations been complied with?

- (c) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (d) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989*.
 - (f) Does any building on the property comprise a kit home?
 - (i) If any building on the property comprises a kit home, have the provisions of Section 93 of the *Home Building Act* been complied with? A copy of the relevant insurance certificate should be provided.
 - (g) Has there been any complaint or insurance claim made, or any circumstance known to the vendor which may warrant a complaint or insurance claim due to the non-completion, defective work or otherwise from a breach of the statutory warranties under the *Home Building Act* related to residential building work carried out on the property? If so, full details should be provided.
5. **Swimming pools**
If there is a swimming pool:
- (a) has the pool been approved by the local council?
 - (b) does it comply with all the requirements of the *Swimming Pools Act 1992*?
 - (c) has a fence been erected around the swimming pool?
6. **Rates**
- (a) What government, local government or statutory authorities levy rates on the property? (*Such as shire council, Rural Lands Protection Board or a Catchment Management Trust*).
 - (b) Has the property been declared 'farmland' for rating purposes under the *Local Government Act 1993*?
 - (c) Are there any deferred rates attaching to the property? Please provide particulars.
7. **Boundary fences**
- (a) Are there any give and take fences on the property?
 - (b) Are there any boundaries along watercourses and, if so, how are they fenced?
 - (c) Are there any notices from neighbours about the erection or repair of any boundary fence?
 - (d) Is there any agreement written or oral with any neighbour about the erection or repair of a boundary fence?
8. **Soil conservation**
- (a)
 - (i) Are there any agreements about soil conservation affecting the property?
 - (ii) Please provide copies of any licences or agreements.
 - (iii) Are there any monies outstanding under any licence or agreement?
 - (b) Is the land or any part of it within an area of erosion hazard under the *Soil Conservation Act 1938*?
 - (c) Is there any charge affecting the land under section 22(5) the *Soil Conservation Act 1938*?
 - (d) Are there any circumstances known to the vendor that could give rise to soil conservation liabilities in the future?
9. **Timber**
- (a)
 - (i) Are there any agreements with any authority or anyone else about the felling or removal of timber from the property?
 - (ii) Please provide copies of any licences or agreements.
 - (iii) Are there any monies outstanding under any licence or agreement?
 - (b) Is the vendor aware of any of the following being granted to or held by the vendor or any other person under the *Forestry Act 1916* in respect of the property:
 - (i) timber lease or licence;
 - (ii) products licence;
 - (iii) clearing licence;
 - (iv) profit-à-prendre; or
 - (v) any other lease, licence, permit, right or interest?

- (c) Is any part of the property in a Catchment Protection Area?

10. **Water**

- (a) Is the vendor entitled to have water supplied to the property by any authority?
- (b) Is any water available to the property:
- (i) from any well, bore or any dam that is not wholly on the property; or
 - (ii) under any private water agreement?
- (c) (i) Is the land in a water sharing plan area under the *Water Management Act 2000*?
- (ii) Has the vendor any water rights or any licence, permit or authority under the *Water Management Act 2000*, or the benefit of any applications for those things that have not been dealt with?
- (d) Is the vendor liable to any authority or to any other person to pay for water or for water rights?
- (e) (i) Have any dams or other earthworks been constructed on any water course on the property?
- (ii) If so, was any permission for the construction sought or given by any relevant authority?
- (f) Are there any bore trusts that affect the property?
- (g) Is there a dam on the property with a capacity in excess of 7 megalitres or which is used for irrigation or which is used for watering a commercial crop or an intensive livestock industry, and if so, has the dam been registered with the Department of Infrastructure Planning and Natural Resources and a licence issued for the dam? (Requirement which commenced 1 January 1999). If so, please provide a copy of the licence.

11. **Electricity**

- (a) Which electricity authority supplies electricity to the property?
- (b) Is there any money owing to that authority for capital works?

12. **Access, roads and enclosure permits**

- (a) Is access to the property at any point over any land other than a main or public road? (*Such as a right of way or access over Rural Land Protection Board property*).
- (b) Are there any rights of way or other easements over the property?
- (c) Is the vendor aware of any proposal to close any road adjacent to the property?
- (d) Is the vendor aware of any proposed realignment of any road adjacent to the property?
- (e) Is there any main road, public road or Crown road through the property at any point?
- (f) Is there any enclosure permit that attaches to the property?

13. **Rural workers accommodation**

- (a) Is there any building situated on the land for the accommodation of rural workers?
- (b) If so:
- (i) has the *Rural Workers Accommodation Act 1969* been complied with;
 - (ii) has a certificate of compliance been issued under Section 9 of that Act; and
 - (iii) is there an exemption from compliance under Section 12 of that Act?
- (c) Is the vendor aware of any notice, prosecution or proceeding under that Act that has been instituted or threatened against the vendor or any previous owner of the property?

14. **Stock diseases**

- (a) Are there any quarantine or other notices or orders relating to stock on the property including stock on agistment or stock not owned by the vendor? (*Such as notices or orders made about anthrax, lice, brucellosis or footrot, Ovine Johnes Disease (OJD) or Bovine Johnes Disease (BJD)*).
- (b) Is the property or adjoining lands suspect or under surveillance (including property separated by a road or laneway) infected, suspect or under surveillance by the National OJD Control and Evaluation Programme?
- (c) Is the property in a protected zone?

15. **Pollution**

- (a) Are there any sheep or other stock dips, whether used or disused, on the property?
- (b) Are there any outstanding notices or orders under the *Environmentally Hazardous Chemicals Act 1985*?

- (c) Has the vendor or any tenant, share farmer or previous owner used any chemicals on the property that could give rise to any problems with chemical residues under the *Stock (Chemical Residues) Act 1975*?
 - (d) Has any Investigation Order been made under Section 17(1) or a Remediation Order been made under Section 23(1) of the *Contaminated Land Management Act 1997* (commenced on 1 September 1998)?
 - (e) Is there, or has there ever been, any underground fuel tank on the property? If so, please supply full information about where it is, or was, situated, and if it is still in use or not, and if not, has it been emptied of fuel and filled with water. Also, has there been any above ground fuel tank which may have leaked, causing soil pollution?
16. **Effluent Disposal Systems**
- (a) Is there a septic sewage disposal system on the property? If so, please supply evidence of registration of it with the local council.
 - (b) If there is no septic sewage disposal system and there is a house on the property, please supply details of the effluent disposal system used and evidence of registration with the local council.
17. **Resumptions**
- Is the vendor aware of any resumption, proposed resumption or proposed purchase of the property by any public authority? (*Such as National Parks and Wildlife Act*).
18. **Fixtures**
- Are there any fixtures or inclusions in the sale that are not owned by the vendor free of any encumbrances?
19. **Agreements or disagreements affecting the property**
- (a) Is the vendor aware of any agreements with anyone else affecting the property? (*Such as sharefarming, timber getting, trail-bike riding*).
 - (b) Are there any legal proceedings pending or not concluded that involve the property in any way?
20. **Crown land**
- Are there any amounts owing to the Crown for rent or for balance of purchase moneys?
21. **Pipelines**
- Is the vendor aware of any licence, permit or easement for any pipeline over the property, either under the *Pipelines Act 1967* or otherwise?
22. **National Parks and Wildlife**
- (a) Is there any interim protection order in force over any part of the property under Section 91B of the *National Parks and Wildlife Act 1974*?
 - (b) Is there a conservation agreement affecting the property, or any part of it, under Section 69B of the *National Parks and Wildlife Act 1974*?
23. **Native Vegetation**
- (a) Is the land subject to a Native Vegetation Agreement?
 - (b) Has the vendor carried out, or caused to be carried out, on the property any clearing of native vegetation as defined in the *Native Vegetation Conservation Act 1997 (the Act)*?
 - (c) If so:
 - (i) was clearing carried out pursuant to a development consent or a Regional Vegetation Management Plan approved under the Act?
 - (ii) was clearing carried out in accordance with the terms and conditions of that consent or plan?
 - (iii) has clearing allowed by the consent or the plan been completed?
 - (d) Has the vendor, or any previous owner, ever made any application to clear native vegetation under the Act or under State Environmental Planning Policy (S.E.P.P.) 46 in force from 10 August 1995? If so, what was the result of that application?
 - (e) Has the Director General of the Department of Land and Water Conservation made any 'stop work' order under Section 46 or given directions for remedial work under Section 47?
 - (f) Has the vendor, or any previous owner, ever been prosecuted for clearing native vegetation illegally?
 - (g) Is there a Regional Vegetation Management Plan in force?

24. **Threatened Species**

- (a) Is the vendor aware of any endangered or vulnerable species or endangered populations or endangered ecological communities as defined in the *Threatened Species Conservation Act 1995* on the property?
- (b) In reference to the *Threatened Species Conservation Act 1995* are there, or has there ever been, that the vendor knows of, any of the following relating to the property:
 - (i) critical habitat declared under Section 47 and notified on the Register kept by the Director General of the National Parks and Wildlife Service under Section 55?
 - (ii) any recovery plan published under Section 67?
 - (iii) any draft threat abatement plan published under Section 84?
 - (iv) any licence to harm or pick threatened species population or ecological communities or damage habitat, granted under Section 91?
 - (v) any species impact statement prepared either for the purposes of the *Threatened Species Conservation Act* in accordance with Section 110 or for the purposes of the *Environmental Planning and Assessment Act 1979*?
 - (vi) any stop work order made by the Director General under Section 114 or any interim protection order made under Part 6A of the *National Parks and Wildlife Act 1974*?
- (c) If the answer is Yes to any of these, please supply full details.

25. **Native Title**

- (a) Is the vendor aware of any Native Title claim lodged and/or sustained under either the *Commonwealth* or *New South Wales Native Title Acts*?
- (b) If so, has the vendor filed an interest to be involved in the determination of such claim under either the *Commonwealth* or *NSW* legislation?
- (c) If the land is a lease from the Crown, has the use purpose of the lease been altered since 1 January 1994 or is it in the process of being altered? If so, please provide a copy of the undertaking from the Crown not to seek from the lessee any reimbursement of compensation payable by the Crown to the Native Title holders.

26. **Aboriginal Sites**

- (a) Has the vendor or any predecessor in title entered into a voluntary or compulsory Conservation agreement concerning Aboriginal sites or relics? If so, please provide a copy of that agreement/s.
- (b) Is the vendor aware of any aboriginal places or relics on any part of the property?

27. **Environment**

Has the vendor undertaken any activity that constitutes a 'controlled action' under the *Environment Protection and Biodiversity Conservation Act*?

28. **Documents to be handed over on settlement**

- ~~(a) The transfer to be handed over on settlement must be either endorsed with vendor duty or marked exempt from vendor duty.~~
- (b) If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
- (c) Please list any documents to be handed over on settlement in addition to the title deed, transfer and discharge of any mortgage.

29. **Personal Property Securities Act 2009 (Cth)**

- (a) Are there any interests recorded against the Vendor on the Personal Property Securities Register?

If yes:

- (i) Are such registrations transitional (having been migrated from the Australian Securities and Investments Commission Register of Charges)?
- (ii) Do such registrations relate to any personal property included in the sale ?
- (iii) Undertakings to Release or Verification Statements, in relation to all registrations affecting any personal property included in this sale must be provided at or before completion.
- (iv) Are any registrations of any personal property of the vendor, though not related to this sale, in relation to "all present and after acquired property"? If yes, then satisfactory evidence must be received by the purchaser no later

than 14 days prior to completion confirming such registrations do not relate to any personal property of the vendor.

(b) Please provide:

- (i) Full names (including any former names) and dates of birth of all vendors;
- (ii) ABN/s and ACN/s of all vendor companies; and
- (iii) Full names (including any former names) and dates of birth of all directors of the vendor companies.

ANSWERS TO REQUISITIONS IN CONTRACT OF SALE

Capacity

1. No.

Notices and orders

2. (a) No, save that the Vendors do not have knowledge of all decisions made by any authority or adjoining landowner unless notified in writing to them.
(b) Not to the Vendors' knowledge. The Vendors do not have knowledge of all decisions made by any authority or adjoining landowner unless notified in writing to them.
(c) No.

Agricultural tenancies, etc

3. (a) Noted.
(b) No, save as for provided in the contract of sale.
(c) No, save as for provided in the contract of sale.
(d) No, save as for provided in the contract of sale.
(e) No.
(f) No, save as for provided in the contract of sale.
(g) No.

Buildings

4. (a) Not to the vendors' knowledge. The Purchasers are to make their own enquiries with local council.
(b) As far as the Vendors are aware.
(c) Not to the Vendors' knowledge. The Vendors do not have knowledge of all decisions made by any authority unless notified in writing to them.
(d) No.
(e) (i) – (iv) Not applicable.
(f) No.
(g) No.

Swimming pools

5. (a) The Purchaser is referred to special condition 18 of the Contract of Sale.
(b) As above.
(c) Yes

Rates

6. (a) Set out in contract of sale.
(b) Yes.
(c) Not to Vendors' knowledge.

Boundary fences

7. (a) No.
(b) No.
(c) Not to the Vendors' knowledge. The Vendors do not have knowledge of all decisions made by adjoining landowners unless notified in writing to them.
(d) No.

Soil conservation

8. (a) (i) No.
(ii) No.
(iii) No.
(b) No.
(c) No.
(d) Not to the Vendors' knowledge.

Timber

9. (a) (i) No.
(ii) Not applicable.
(iii) Not applicable.

- (b) (i)-(v) Not to the Vendors' knowledge. The Vendors do not have knowledge of all decisions made by any authority or any other person unless notified in writing to them.
- (c) Not to the Vendors' knowledge.

Water

- 10. (a) Yes.
- (b) (i) Yes.
(ii) Yes.
- (c) (i) – (ii) No.
- (d) No.
- (e) (i) – (ii) No.
- (f) No.
- (g) No.

Electricity

- 11. (a) Essential Energy
- (b) No.

Access, roads and enclosure permits

- 12. (a) No, save as provided in the contract of sale.
- (b) No, save as provided for in the contract of sale.
- (c) Not to the Vendors' knowledge. The Vendors do not have knowledge of all decisions made by any authority or adjoining landowner unless notified in writing to them.
- (d) Not to the Vendors' knowledge. The Vendors do not have knowledge of all decisions made by any authority or adjoining landowner unless notified in writing to them.
- (e) No.
- (f) No.

Rural workers accommodation

- 13. (a) Yes.
- (b) (i) Yes.
(ii) Not applicable.
(iii) Not applicable.
- (c) Not to the Vendors' knowledge. The vendors do not have knowledge of any notices or proceeding unless served, in writing, on the Vendors.

Stock diseases

- 14. (a) Not applicable
- (b) Not applicable
- (c) Not to the Vendors' knowledge. The Vendors do not have knowledge of all decisions made by any authority or adjoining landowner unless notified in writing to them.

Pollution

- 15. (a) No.
- (b) Not to the Vendors' knowledge. The Vendors do not have knowledge of all decisions made by any authority unless notified in writing to them.
- (c) Not to the Vendors' knowledge. The Vendors do not have knowledge of all decisions made by any authority unless notified in writing to them.
- (d) Not to the Vendors' knowledge. The Vendors do not have knowledge of all decisions made by any authority unless notified in writing to them.
- (e) Yes. 300 gallon underground fuel tank located on Block 935 next to shed and 300 gallon underground fuel tank located on Farm Block 937 next to shed. Both tanks are empty.

Effluent Disposal Systems

- 16.(a) Set out in contract of sale.
- (b) Set out in contract of sale.

Resumptions

- 17. Not to the Vendors' knowledge. The Vendors do not have knowledge of all decisions made by any authority unless notified in writing to them.

Fixtures

- 18. No.

Agreements or disagreements affecting the property

19. (a) Not to the Vendors' knowledge. The Vendors do not have knowledge of all decisions made by any authority or adjoining landowners unless notified in writing to them.
- (b) Not to the Vendors' knowledge. The Vendors do not have knowledge of any proceedings commenced by any authority or any other person unless served with a copy of those proceedings.

Crown land

20. No, save for as provided in the Contract of sale.

Pipelines

21. No.

National Parks and Wildlife

22. (a) Not to the Vendors' knowledge. The Vendors do not have knowledge of all decisions made by any authority unless notified in writing to them.
- (b) No.

Native Vegetation

23. (a) No.
- (b) No.
- (c) (i)-(iii) Not applicable.
- (d) Not to the Vendors' knowledge. The Vendors do not have knowledge of all decisions made by any authority or any other person unless notified in writing to them.
- (e) Not to the Vendors' knowledge. The Vendors do not have knowledge of all decisions made by any authority or previous owners unless notified in writing to them.
- (f) The Vendors have not and the Vendors do not have knowledge of all decisions made by any authority regarding previous owners unless notified in writing to them.
- (g) Not to the Vendors' knowledge. The Purchasers' are to make their own enquiries in this regard.

Threatened Species

24. (a) Not to the Vendors' knowledge. The Vendors do not have knowledge of all decisions made by any authority unless notified in writing to them.
- (b) (i)-(vi) Not applicable.
- (c) Noted.

Native Title

25. (a) No.
- (b) Not applicable.
- (c) No applicable.

Aboriginal Sites

26. (a) Not to the Vendors' knowledge. The Vendors do not have knowledge of all decisions made by any authority unless notified in writing to them.
- (b) Not to the Vendors' knowledge. The Vendors do not have knowledge of all decisions made by any authority unless notified in writing to them.

Environment

27. No.

Documents to be handed over on settlement

28. (a) Noted.
- (b) Noted.
- (c) Mourquong Co-operative Transfer documents, Section 71M Transfer x2, NSW LRS form 19MA, Discharges of Mortgage AI1649674 and AJ721248

Personal Property Securities Act 2009 (Cth)

29. (a) Yes.
- (i) No.
- (ii) Yes
- (iii) Noted.
- (iv) Yes.

- (b)
 - (i) Colin Ian Nankivell – DOB 13 August 1956
Susan Lyn Nankivell – DOB: 6 October 1955
 - (ii) Not applicable.
 - (iii) Not applicable.

Solicitor for Vendors



LAND
REGISTRY
SERVICES

Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 935/756961

SEARCH DATE	TIME	EDITION NO	DATE
23/8/2018	8:03 AM	9	11/8/2015

LAND

LOT 935 IN DEPOSITED PLAN 756961
AT DARETON
LOCAL GOVERNMENT AREA WENTWORTH
PARISH OF MOURQUONG COUNTY OF WENTWORTH
(FORMERLY KNOWN AS PORTION 935)
TITLE DIAGRAM CROWN PLAN 910.1820

FIRST SCHEDULE

COLIN IAN NANKIVELL
SUSAN LYN NANKIVELL
AS JOINT TENANTS

(T AE28252)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS (S.171 CROWN LANDS ACT 1989)
- 2 AI649674 MORTGAGE TO RABOBANK AUSTRALIA LIMITED
- 3 AJ721248 MORTGAGE TO NEW SOUTH WALES RURAL ASSISTANCE
AUTHORITY

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

18-0428

PRINTED ON 23/8/2018

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



Wentworth Shire Council

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

Our Reference: PC:DOC/18/12831
Your Reference: N.a
Contact: Health & Planning Division
Phone: 03 5027 5027
Date: 10 August 2018

Colin & Sue Nankivell
PO Box 103
BURONGA NSW 2739

Email: csnankivell@gmail.com

Dear Colin and Sue


SECTION 10-7 CERTIFICATE 2018-246 NANKIVELL - 111 ARUMPO ROAD LOT 935 DP 756961 MOURQUONG

Further to the Application for a Section 10.7 Certificate received on 09 August 2018 please find attached the Planning Certificate 2018-246 providing information on the development standards of the above property including the planning restrictions that apply to the land at the date of issue.

If you require any further information please contact the Health & Planning Division on Tel: (03) 5027 5027.

Yours faithfully

KEN ROSS
DIRECTOR HEALTH & PLANNING
ATTACHMENT

	26- 28 Adelaide Street Po Box 81 WENTWORTH NSW 2648 Tel: 03 5027 5027 council@wentworth.nsw.gov.au	Notice of a Planning Certificate under Section 10.7 issued under the <i>Environmental Planning and Assessment Act</i> 1979 Section 10.7.
---	--	---

Our Ref: DOC/18/12831
Applicant reference no: N/A
Section 10.7 certificate no: 2018-246
Applicant name: Colin & Sue Nankivell
Applicant address: PO Box 103
BURONGA NSW 2739
Owner name: Colin Ian Nankivell and Susan Lyn Nankivell
Owner address: PO BOX 103 BURONGA NSW 2739
Subject land: 111 Arumpo Road Lot 935 DP 756961 Mourquong
Date of certificate: 10 August 2018

PROFESSIONAL DISCLAIMER

The attached information has been taken from Council's records and is provided in good faith. When information pursuant to Section 10.7(5) of the Environmental Planning and Assessment Act, 1979 is requested, Council is under no obligation to furnish any information pursuant to that Section. Council draws your attention to Section 10.7(6) of the Act which states that a Council shall not incur any liability in respect of any advice provided in good faith pursuant to sub-section (5). The absence of any reference in this Certificate to any matter affecting the land shall not imply that the land is not affected by any such matter.

In providing this certificate Council has in good faith relied upon information provided to it or sourced from third parties. Where Council has obtained the information from third parties, either exclusively or in conjunction with information held by Council, the Certificate details the source of that third party information. Council cautions against relying upon information in the Certificate sourced from third parties as to its accuracy, applicability to specific lands and its advice and the adoption of prudent land acquisition measures and appropriate professional advice. To the full extent permitted by law Council disclaims liability with respect to any information in this Certificate sourced from third parties. It is strongly recommended that you contact the relevant third parties to confirm the accuracy of the information they have provided.

Council is prepared to provide up to date oral information about matters disclosed throughout, if it does so, it accepts no responsibility for the accuracy of information given and no employee of Council is authorised to bind Council by such information.



Signed: KEN ROSS
DIRECTOR HEALTH & PLANNING
under delegation on behalf of the Shire of Wentworth



**DISCLOSURE OF INFORMATION IN RELATION TO THE SUBJECT LAND AS PER SECTION
10.7(2) OF THE ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979**

Section 10.7 Certificate No: 2018-246

<p>1. Names of relevant planning instruments and DCPs</p> <p>a) The name of each environmental planning instrument that applies to the carrying out of development on the land.</p> <p>b) The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).</p> <p>c) The name of each development control plan that applies to the carrying out of development on the land.</p> <p>d) In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.</p>	<p>a) Wentworth Local Environmental Plan 2011, dated 16 December 2011.</p> <p>b) See Annexure 1.</p> <p>c) Wentworth Development Control Plan December 2011.</p> <p>d) Not applicable.</p>
<p>2. Zoning and land use under relevant LEPs</p> <p>For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described):</p> <p>a) the identity of the zone, whether by reference to a name (such as "Residential Zone" or "Heritage Area") or by reference to a number (such as "Zone No 2 (a)")</p> <p>b) the purposes for which the instrument provides that development may be carried out within the zone without the need for development consent,</p> <p>c) the purposes for which the instrument provides that development may not be carried out within the zone except with development consent,</p> <p>d) the purposes for which the instrument provides that development is prohibited within the zone,</p> <p>e) whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed,</p> <p>f) whether the land includes or comprises critical habitat,</p> <p>g) whether the land is in a conservation area (however described),</p> <p>h) whether an item of environmental heritage (however described) is situated on the land.</p>	<p>a) Wentworth Local Environmental Plan (WLEP) 2011 ZONE: RU1 Primary Production</p> <p>b) In addition to the controls contained in the <i>Wentworth Local Environmental Plan 2011</i>, State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 sets out further circumstances where development consent will be required for development involving certain types of buildings, the demolition of buildings or the subdivision of land. These circumstances may include development that does not require consent under the <i>Wentworth Local Environmental Plan 2011</i>.</p> <p>c) See Annexure 1.</p> <p>d) See Annexure 1.</p> <p>e) 10 Hectares</p> <p>f) No. This information has been sourced from mapping provided by NSW Environment & Heritage.</p> <p>g) No. This information has been sourced from mapping provided by NSW Environment & Heritage.</p> <p>h) Not applicable.</p>

<p>2A.Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006</p> <p>To the extent the land is within any zone (however described) under:</p> <p>a) Part 3 of the State Environmental Planning Policy <u>State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (the 2006 SEPP)</u>, or</p> <p>b) A Precinct Plan (within the meaning of the 2006 SEPP) or</p> <p>c) A proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act,</p> <p>the particulars referred to in clause 2(a)-(h) in relation to that land (with reference to "the instrument" in any of those paragraphs being read as a reference to Part 3 of the 2006 SEPP, or the Precinct Plan or proposed Precinct Plan, as the case requires).</p>	<p>Not applicable.</p> <p>Not applicable.</p> <p>Not applicable.</p>
<p>3. Complying development</p> <p>a) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of <u>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</u>.</p> <p>b) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of that Policy and the reasons why it may not be carried out under that clause.</p> <p>c) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.</p>	<p>a) Yes - the land is land on which complying development may be carried out.</p> <p>b) Not applicable.</p> <p>c) Not applicable.</p>
<p>4. Coastal protection</p> <p>Whether or not the land is affected by the operation of section 38 or 39 of the <u>Coastal Protection Act 1979</u>, but only to the extent that the council has been so notified by the Department of Finance, Services and Innovation.</p>	<p>Not applicable.</p>
<p>4A.Certain information relating to beaches and coasts</p> <p>In relation to a coastal council – whether an order has been made under Part 4D of the <u>Coastal Protection Act 1979</u> in relation to temporary coastal protection works (within the meaning of that Act) on the land (or on public land adjacent to that land), except where the council is satisfied that such an order has been fully complied with.</p> <p>In relation to a coastal council:</p>	<p>Not applicable.</p> <p>Not applicable.</p>

<p>a) Whether the council has been notified under section 55X of the <u>Coastal Protection Act 1979</u> that temporary coastal protection works (within the meaning of that Act) have been placed on the land (or on public land adjacent to that land), and</p> <p>b) If works have been so placed – whether the council is satisfied that the works have been removed and the land restored in accordance with that Act.</p>	
<p>4B. Annual charges under <u>Local Government Act 1993</u> for coastal protection services that relate to existing coastal protection works</p> <p>In relation to a coastal council – whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the <u>Local Government Act 1993</u> for coastal protection services that relate to existing coastal protection works (within the meaning of Section 553B of that Act).</p> <p>Note: “Existing coastal protection works” are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the <u>Local Government Act 1993</u>.</p>	<p>Not applicable.</p>
<p>5. Mine subsidence</p> <p>Whether or not the land is proclaimed to be a mine subsidence district within the meaning of section 15 of the <u>Mine Subsidence Compensation Act 1961</u>.</p>	<p>Not applicable.</p>
<p>6. Road widening and road realignment</p> <p>Whether or not the land is affected by any road widening or road realignment under:</p> <p>a) Division 2 of Part 3 of the <u>Roads Act 1993</u>, or</p> <p>b) any environmental planning instrument, or</p> <p>c) any resolution of the council.</p>	<p>Not applicable.</p>
<p>7. Council and other public authority policies on hazard risk restrictions</p> <p>Whether or not the land is affected by a policy:</p> <p>a) adopted by the council, or</p> <p>b) adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council, that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).</p>	<p>Not applicable.</p>
<p>7A. Flood related development controls information</p> <p>a) Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls.</p> <p>b) Whether or not development on that land or part of the land for any other purpose is subject to</p>	<p>a) Not applicable.</p> <p>b) Not applicable.</p>

<p>flood related development controls.</p> <p>c) Words and expressions in this clause have the same meanings as in the Standard Instrument.</p>	
<p>8. Land reserved for acquisition</p> <p>Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.</p>	<p>Not applicable.</p>
<p>9. Contribution plans</p> <p>The name of each contributions plan applying to the land.</p>	<p>Not applicable.</p>
<p>9A. Biodiversity certified land</p> <p>If the land is biodiversity certified land under Part 8 of the <u>Biodiversity Conservation Act 2016</u>, a statement to that effect.</p> <p>Note: Biodiversity certified land includes land certified under Part 7AA of the <u>Threatened Species Conservation Act 1995</u> that is taken to be certified under Part 8 of the <u>Biodiversity Conservation Act 2016</u>.</p>	<p>Not applicable.</p>
<p>10. Biodiversity stewardship sites</p> <p>If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the <u>Biodiversity Conservation Act 2016</u>, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage).</p> <p>Note: Biodiversity stewardship agreements include biobanking agreements under Part 7A of the <u>Threatened Species Conservation Act 1995</u> that are taken to be biodiversity stewardship agreements under Part 5 of the <u>Biodiversity Conservation Act 2016</u>.</p>	<p>No, Wentworth Shire Council has not been notified of the existence of a biodiversity stewardship agreement by the Office of Environment & Heritage in relation to this property.</p>
<p>10A. Native vegetation clearing set asides</p> <p>If the land contains a set aside area under section 60ZC of the <u>Local Land Services Act 2013</u>, a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section).</p>	<p>No, Wentworth Shire Council has not been notified of the existence of a set aside area by the Local Land Services in relation to this property.</p>
<p>11. Bush fire prone land</p> <p>If any of the land is bush fire prone land (as defined in the Act), a statement that all or, as the case may be, some of the land is bush fire prone land.</p> <p>If none of the land is bush fire prone land, a statement to that effect.</p>	<p>Not applicable.</p> <p>This information has been sourced from mapping provided by the NSW Rural Fire Service.</p>
<p>12. Property vegetation plans</p> <p>If the land is land to which a property vegetation plan approved under Part 4 of the <u>Native Vegetation Act 2003</u> (and that continues in force) applies, a statement to that effect (but only if the council has been notified of the existence of the plan by the</p>	<p>Not applicable.</p> <p>This information has been sourced from NSW Local Land Services.</p>

person or body that approved the plan under that Act).

13. Orders under Trees (Disputes Between Neighbours) Act 2006

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

No, Council has not been notified by the Land Environment Court of any orders having been made under the Trees (Disputes Between Neighbours) Act 2006 in relation to this property.

14. Directions under Part 3A

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

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

15. Site compatibility certificates and conditions for seniors housing

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

- a) A statement of whether there is a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:
 - (i) the period for which the certificate is current, and
 - (ii) that a copy may be obtained from the head office of the Department, and
- b) A statement setting out any terms of a kind referred to in clause 18 (2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.

Not applicable.

Not applicable.

16. Site compatibility certificates for infrastructure, schools or TAFE establishments

- a) A statement of whether there is a valid site compatibility certificate (infrastructure) or site compatibility certificate (schools or TAFE establishments), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:
 - (i) the period for which the certificate is valid, and
 - (ii) that a copy may be obtained from the head office of the Department.

Not applicable.

17. Site compatibility certificates and conditions for affordable rental housing

- a) A statement of whether there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:
 - (i) the period for which the certificate is current, and

Not applicable.

<p>(ii) that a copy may be obtained from the head office of the Department.</p> <p>b) A statement setting out any terms of a kind referred to in clause 17 (1) or 38 (1) of <u>State Environmental Planning Policy (Affordable Rental Housing) 2009</u> that have been imposed as a condition of consent to a development application in respect of the land.</p>	<p>Not applicable.</p>
<p>18. Paper subdivision information</p> <p>a) The name of any development plan adopted by a relevant authority applies to the land or that is proposed to be subject to a consent ballot.</p> <p>b) The date of any subdivision order that applies to the land.</p> <p>c) Words and expressions used in this clause have the same meaning as they have in Part 16C of the Environmental Planning & Assessment Regulation.</p>	<p>Not applicable.</p> <p>Not applicable.</p>
<p>19. Site verification certificates</p> <p>A statement of whether there is a current site verification certificate, of which the council is aware, in respect of the land and, if there is a certificate, the statement is to include:</p> <p>a) The matter certified by the certificate, and</p> <p>Note: A site verification certificate sets out the Secretary's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land – see Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.</p> <p>b) The date on which the certificate ceases to be current (if any), and</p> <p>c) That a copy may be obtained from the head office of the Department.</p>	<p>Not applicable.</p>
<p>20. Loose-fill asbestos insulation</p> <p>If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the <u>Home Building Act 1989</u>) that are listed on the register that is required to be maintained under that Division, a statement to that effect.</p>	<p>Not applicable.</p>
<p>21. Affected building notices and building product rectification orders</p> <p>(1) A statement of whether there is any affected building notice of which the council is aware that is in force in respect of the land.</p> <p>(2) A statement of:</p> <p>a) Whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and</p> <p>b) Whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.</p> <p>(3) In this clause:</p> <p>Affected building notice has the same meaning as</p>	<p>Not applicable.</p> <p>Not applicable.</p> <p>Not applicable.</p>

in Part 4 of the Building Products (Safety) Act 2017.

Building product rectification order has the same meaning as in the Building Products (Safety) Act 2017.

22. Information regarding Contaminated Land as prescribed by section 59 (2) of the Contaminated Lands Management Act 1997

- | | |
|---|-----|
| (a) Is the land to which the certificate relates significantly contaminated land within the meaning of that Act? | No. |
| (b) Is the land to which the certificate relates subject to a management order within the meaning of that Act? | No. |
| (c) Is the land to which the certificate relates the subject of an approved voluntary management proposal within the meaning of that Act? | No. |
| (d) Is the land to which the certificate relates subject to an ongoing maintenance order within the meaning of that Act? | No. |
| (e) Is the land to which the certificate relates the subject of a site audit statement within the meaning of that Act? | No. |
-



**CERTIFICATE UNDER SECTION 10.7(1) PURSUANT TO SECTION 10.7(5) OF THE
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979**
Section 10.7 Certificate No: 2018-246

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

Information Requested	Reply
a) Has the Council information which would indicate that the land is subject to slip or of flooding or tidal inundation?	No.
b) Has the Council information which would indicate that the land is subject to slip or subsidence?	No.
c) Is the land subject to a Tree Preservation Order?	No.
d) Has any development consent with respect to the land been granted within the previous five years?	No.
e) Any known non-compliance with matters relating to development approval?	No.
f) Any known non-compliance on matters relating to, or delegated to Council and notices requiring work to be carried out in relation to building and/or health items?	No
g) Any other known matter of which Council is aware that applies to the subject land?	Yes *The following allotments also form part of this assessment – Lot 936 DP 756961. *The comments and information contained in this certificate relate to the property described in the section "Description of Land". *The information contained in this certificate has been compiled from Council's records – no physical inspection of the property was carried out.

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

Signed:

KEN ROSS

DIRECTOR HEALTH & PLANNING

under delegation on behalf of the Shire of Wentworth

Dated:

10 August 2018



**ANNEXURE 1 TO CERTIFICATE PURSUANT TO SECTION 10.7(1) OF THE
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979
RU1 Primary Production Zone as at 16 December 2011**

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

(a) **STATE ENVIRONMENTAL PLANNING POLICIES**

No 21 - Caravan Parks – Ensures that where caravan parks or camping grounds are permitted under an environmental planning instrument, movable dwellings, as defined in the Local Government Act 1993, are also permitted. The specific kinds of movable dwellings allowed under the Local Government Act in caravan parks and camping grounds are subject to the provisions of the Caravan Parks Regulation. The policy ensures that development consent is required for new caravan parks and camping grounds and for additional long-term sites in existing caravan parks. It also enables, with the council's consent, long-term sites in caravan parks to be subdivided by leases of up to 20 years.

No 30 – Intensive Agriculture – Requires development consent for cattle feedlots having a capacity of 50 or more cattle or piggeries having a capacity of 200 or more pigs. The policy sets out information and public notification requirements to ensure there are effective planning controls over this export-driven rural industry. The policy does not alter the functions of the consent authority if, and where, such development is permitted.

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

No 36 - Manufactured Home Estates – Helps establish well-designed and properly serviced manufactured home estates (MHEs) in suitable locations. Affordability and security of tenure for residents are important aspects. The policy applies to Gosford, Wyong and all local government areas outside the Sydney Region. To enable the immediate development of estates, the policy allows MHEs to be located on certain land where caravan parks are permitted. There are however, criteria that a proposal must satisfy before the local council can approve development. The policy also permits, with consent, the subdivision of estates either by community title or by leases of up to 20 years. A section 117 direction issued in conjunction with the policy guides councils in preparing local environmental plans for MHEs, enabling them to be excluded from the policy.

No 44 Koala Habitat Protection - Encourages the conservation and management of natural vegetation areas that provide habitat for koalas to ensure permanent free-living populations will be maintained over their present range. The policy applies to 107 local government areas. Local councils cannot approve development in an area affected by the policy without an investigation of core koala habitat. The policy provides the state-wide approach needed to enable appropriate development to continue, while ensuring there is ongoing protection of koalas and their habitat.

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

No 52 – Farm Dams and Other Works in Land and Water Management Plan Areas – Applies to 11 irrigation areas or districts and lands shown on the plans. They are: Coleambally, Jemalong, Wyldes Plains,

Buronga, Tabbita and Wah Wah; Berriquin, Cadell, Denemein and Wakool, which are part of the area administered by Murray Irrigation Ltd; and land in East Cadell in the Murray local government area. The policy amends the threshold used to determine what is 'designated development' in relation to farm dams (artificial waterbodies). It applies in areas where there are approved land and water management plans (LWMP) and farm plans have been approved. Currently only the area administered by Murray Irrigation Corporation has approved LWMPs (i.e. for Berriquin, Caddell, Denemein and Wakool). As other LWMPs are approved, the policy may be amended to incorporate the areas covered by those plans. The policy amends SEPP No. 4 to enable Irrigation corporations within the areas covered by the policy to carry out routine maintenance and emergency works without the need for development consent.

No 55 – Remediation of Land – Introduces state-wide planning controls for the remediation of contaminated land. The policy states that land must not be developed if it is unsuitable for a proposed use because it is contaminated. If the land is unsuitable, remediation must take place before the land is developed. The policy makes remediation permissible across the State, defines when consent is required, requires all remediation to comply with standards, ensures land is investigated if contamination is suspected, and requires councils to be notified of all remediation proposals. To assist councils and developers, the Department, in conjunction with the Environment Protection Authority, has prepared Managing Land Contamination: Planning Guidelines.

No 62 – Sustainable Aquaculture - Encourages the sustainable expansion of the industry in NSW. The policy implements the regional strategies already developed by creating a simple approach to identify and categorise aquaculture development on the basis of its potential environmental impact. The SEPP also identifies aquaculture development as a designated development only where there are potential environmental risks.

No 64 - Advertising and Signage - Aims to ensure that outdoor advertising is compatible with the desired amenity and visual character of an area, provides effective communication in suitable locations and is of high quality design and finish. The SEPP was amended in August 2007 to permit and regulate outdoor advertising in transport corridors (e.g. freeways, tollways and rail corridors). The amended SEPP also aims to ensure that public benefits may be derived from advertising along and adjacent to transport corridors. Transport Corridor Outdoor Advertising and Signage Guidelines (DOP July 2007) provides information on design criteria, road safety and public benefit requirements for SEPP 64 development applications.

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

SEPP (Affordable Rental Housing) 2009 – Establishes a consistent planning regime for the provision of affordable rental housing. The SEPP facilitates the effective delivery of new affordable rental housing by providing planning control incentives and expanding the role for not-for-profit-providers of affordable rental housing. The SEPP also establishes approaches to facilitate the retention and mitigate the loss of existing affordable rental housing. The SEPP aims to support local centres by providing housing for workers close to places of work, and facilitate development of housing for the homeless and other disadvantaged people.

SEPP (Building Sustainability Index: BASIX) 2004 - This SEPP operates in conjunction with Environmental Planning and Assessment Amendment (Building Sustainability Index: BASIX) Regulation 2004 to ensure the effective introduction of BASIX in NSW. The SEPP ensures consistency in the implementation of BASIX throughout the State by overriding competing provisions in other environmental planning instruments and development control plans and specifying that SEPP 1 does not apply in relation to any development standard arising under BASIX.

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

SEPP (Exempt and Complying Development Codes) 2008 - Streamlines assessment processes for development that complies with specified development standards. The policy provides exempt and complying development codes that have State-wide application, identifying, in the General Exempt Development Code, types of development that are of minimal environmental impact that may be carried out without the need for development consent; and, in the General Housing Code, types of complying development that may be carried out in accordance with a complying development certificate as defined in the Environmental Planning and Assessment Act 1979.

SEPP (Housing for Seniors or People with a Disability) 2004 – Encourages the provision of adequate, diverse and high quality housing for aged persons and people with disabilities. The SEPP achieves its aims by overriding local planning controls that would prevent the development of housing for seniors or people with a disability and setting out design principles to achieving built form that is in keeping with the site and local neighbourhood.

SEPP (Infrastructure) 2007 - Provides a consistent planning regime for infrastructure and the provision of services across NSW, along with providing for consultation with relevant public authorities during the assessment process. The SEPP supports greater flexibility in the location of infrastructure and service facilities along with improved regulatory certainty and efficiency. More details about the SEPP, including a guide, are available at www.planning.nsw.gov.au.

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

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

SEPP (Rural Lands) 2008 - Facilitates the orderly and economic use and development of rural lands for rural and related purposes through the application Rural Planning Principles and the Rural Subdivision Principles identified in the SEPP to promote the social, economic and environmental welfare of the State. The SEPP establishes Rural Land Planning Panel that advises on rural lands development application that contravenes a development standard and it also aim to implement measures designed to reduce land use conflicts on rural lands.

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

SEPP (State Significant Precincts) 2005 - Facilitates the orderly development, redevelopment or protection of important urban, coastal and regional sites of economic, environmental or social significance to the State for the benefit of the state. The SEPP aims to facilitate service delivery outcomes for a range of

public services, the development of major sites for a public purpose and redevelopment of major sites no longer appropriate or suitable for public purposes.

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

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

(b) **REGIONAL ENVIRONMENTAL PLANS**

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

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

(c) **LOCAL ENVIRONMENTAL PLANS – 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 ensure the protection of both mixed dryland and irrigation agricultural land uses that together form the distinctive rural character of Wentworth.
- To ensure land is available for intensive plant agricultural activities.
- To encourage diversity and promote employment opportunities related to primary industry enterprises, including those that require smaller holdings or are more intensive in nature.

2 Permitted without consent

Environmental protection works; Extensive agriculture; Farm buildings; Forestry; Home-based child care; Home businesses; Home occupations; Intensive plant agriculture; Roads; Water reticulation systems

3 Permitted with consent

Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Bed and breakfast accommodation; Boat launching ramps; Boat sheds; Building identification signs; Business identification signs; Camping grounds; Cellar door premises; Cemeteries; Charter and tourism boating facilities; Community facilities; Correctional centres; Depots; Dual occupancies; Dwelling houses; Eco-tourist facilities; Educational establishments; Environmental facilities; Extractive industries; Farm stay accommodation; Freight transport facilities; Heavy industrial storage establishments; Helipads; Home industries; Home occupations (sex services); Industrial training facilities; Information and education facilities; Intensive livestock agriculture; Jetties; Landscaping material supplies; Moorings; Offensive industries; Open cut mining; Plant nurseries; Recreation areas; Recreation facilities (major); Recreation

facilities (outdoor); Research stations; Roadside stalls; Rural industries; Rural workers' dwellings; Sewerage systems; Veterinary hospitals; Water recreation structures; Water supply systems

4 Prohibited

Dual occupancies (detached); Schools; Any other development not specified in item 2 or 3



FOLIO: 936/756961

SEARCH DATE	TIME	EDITION NO	DATE
23/8/2018	8:03 AM	8	11/8/2015

LAND

LOT 936 IN DEPOSITED PLAN 756961
AT DARETON
LOCAL GOVERNMENT AREA WENTWORTH
PARISH OF MOURQUONG COUNTY OF WENTWORTH
(FORMERLY KNOWN AS PORTION 936)
TITLE DIAGRAM CROWN PLAN 911.1820

FIRST SCHEDULE

COLIN IAN NANKIVELL
SUSAN LYN NANKIVELL
AS JOINT TENANTS

(T AE28252)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS (S.171 CROWN LANDS ACT 1989)
- 2 AI649674 MORTGAGE TO RABOBANK AUSTRALIA LIMITED
- 3 AJ721248 MORTGAGE TO NEW SOUTH WALES RURAL ASSISTANCE
AUTHORITY

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PLAN OF PORTION 936 PARISH OF MOURQUONG COUNTY, OF WENTWORTH



Surround Area: 28.31612 acs.
REFERENCE MARKS

CORNER	BEARING	FROM	LINKS	NO. ON TREE
A	Numbered 107° 02'	Peg Iron Spike	10-0	936
B	Numbered 267° 02'	Peg Iron Spike	10-0	936
C	Numbered 17° 02'	Peg Iron Spike	10-0	936
D	Numbered 115° 11'	Peg Iron Spike	10-0	936

AZIMUTH TAKEN FROM PORTION 937
FIELD NOTES WITH PAPERS W.C. & L.C. 59/107

Calc. Book 224 fol. 73 (W.C. & L.C.)

SCALE 8 CHAINS TO AN INCH

CAT. NO. W 911 1820

I, **Raymond Dudley Steele**
of **Melbourne, Victoria**
a Surveyor registered under the Surveyors Act, 1929-1946, hereby
certify that the survey represented in this plan is accurate and has
been made **by me** under my immediate supervision
the Survey Practice Regulations, 1933, and the special requirements
of the Department of Lands and was completed on **2nd August 1964**

Signature **John Bell 24/3/63**
Surveyor registered under the Surveyors Act, 1929-1946.
CHECKED & CHARTED **Hamilton 12.1.64**
EXAMINED **John Bell**
PLAN APPROVED
Authorized Officer **G. 2. 1964**

NOTATION PLAN

Land District **Coomalla**

Papers **W.C. & L.C. 63/1172**

Western Division

Within Coomalla Irrigation Area proclaimed Gazette 30th May, 1924.

Within R.1711 from occupation under any Miner's Right or Business
Licence notified Gazette 27th June, 1924.

Within R.1712 from the Leasing Provisions of the Mining Act, 1906
notified Gazette 27th June, 1924.

Exempt from Operation of Quarry Licence notified Gazette 9th
August, 1935.



Wentworth Shire Council

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

Our Reference: PC:DOC/18/12825
Your Reference: N/a
Contact: Health & Planning Division
Phone: 03 5027 5027
Date: 10 August 2018

Colin & Sue Nankivell
PO Box 103
BURONGA NSW 2739

Email: csnankivell@gmail.com

Dear Colin & Sue


SECTION 10.7 CERTIFICATE 2018-245 NANKIVELL - 82 ARUMPO ROAD LOT 936 DP 756961 MOURQUONG

Further to the Application for a Section 10.7 Certificate received on 09 August 2018 please find attached the Planning Certificate 2018-245 providing information on the development standards of the above property including the planning restrictions that apply to the land at the date of issue.

If you require any further information please contact the Health & Planning Division on Tel: (03) 5027 5027.

Yours faithfully

KEN ROSS
DIRECTOR HEALTH & PLANNING
ATTACHMENT

	26- 28 Adelaide Street Po Box 81 WENTWORTH NSW 2648 Tel: 03 5027 5027 council@wentworth.nsw.gov.au	Notice of a Planning Certificate under Section 10.7 issued under the <i>Environmental Planning and Assessment Act 1979</i> Section 10.7.
---	--	--

Our Ref: DOC/18/12825
Applicant reference no: N/A
Section 10.7 certificate no: 2018-245
Applicant name: Colin & Sue Nankivell
Applicant address: PO Box 103
BURONGA NSW 2739
Owner name: Colin Ian Nankivell and Susan Lyn Nankivell
Owner address: PO Box 103 BURONGA NSW 2739
Subject land: 82 Arumpo Road Lot 936 DP 756961 Mourquong
Date of certificate: 10 August 2018

PROFESSIONAL DISCLAIMER

The attached information has been taken from Council's records and is provided in good faith. When information pursuant to Section 10.7(5) of the Environmental Planning and Assessment Act, 1979 is requested, Council is under no obligation to furnish any information pursuant to that Section. Council draws your attention to Section 10.7(6) of the Act which states that a Council shall not incur any liability in respect of any advice provided in good faith pursuant to sub-section (5). The absence of any reference in this Certificate to any matter affecting the land shall not imply that the land is not affected by any such matter.

In providing this certificate Council has in good faith relied upon information provided to it or sourced from third parties. Where Council has obtained the information from third parties, either exclusively or in conjunction with information held by Council, the Certificate details the source of that third party information. Council cautions against relying upon information in the Certificate sourced from third parties as to its accuracy, applicability to specific lands and its advice and the adoption of prudent land acquisition measures and appropriate professional advice. To the full extent permitted by law Council disclaims liability with respect to any information in this Certificate sourced from third parties. It is strongly recommended that you contact the relevant third parties to confirm the accuracy of the information they have provided.

Council is prepared to provide up to date oral information about matters disclosed throughout, if it does so, it accepts no responsibility for the accuracy of information given and no employee of Council is authorised to bind Council by such information.

Signed: 
KEN ROSS
DIRECTOR HEALTH & PLANNING
under delegation on behalf of the Shire of Wentworth



DISCLOSURE OF INFORMATION IN RELATION TO THE SUBJECT LAND AS PER SECTION 10.7(2) OF THE ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979
Section 10.7 Certificate No: 2018-245

<p>1. Names of relevant planning instruments and DCPs</p> <p>a) The name of each environmental planning instrument that applies to the carrying out of development on the land.</p> <p>b) The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).</p> <p>c) The name of each development control plan that applies to the carrying out of development on the land.</p> <p>d) In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.</p>	<p>a) Wentworth Local Environmental Plan 2011, dated 16 December 2011.</p> <p>b) See Annexure 1.</p> <p>c) Wentworth Development Control Plan December 2011.</p> <p>d) Not applicable.</p>
<p>2. Zoning and land use under relevant LEPs</p> <p>For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described):</p> <p>a) the identity of the zone, whether by reference to a name (such as "Residential Zone" or "Heritage Area") or by reference to a number (such as "Zone No 2 (a)")</p> <p>b) the purposes for which the instrument provides that development may be carried out within the zone without the need for development consent,</p> <p>c) the purposes for which the instrument provides that development may not be carried out within the zone except with development consent,</p> <p>d) the purposes for which the instrument provides that development is prohibited within the zone,</p> <p>e) whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed,</p> <p>f) whether the land includes or comprises critical habitat,</p> <p>g) whether the land is in a conservation area (however described),</p> <p>h) whether an item of environmental heritage (however described) is situated on the land.</p>	<p>a) Wentworth Local Environmental Plan (WLEP) 2011 ZONE: RU1 Primary Production</p> <p>b) In addition to the controls contained in the <i>Wentworth Local Environmental Plan 2011</i>, <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i> sets out further circumstances where development consent will be required for development involving certain types of buildings, the demolition of buildings or the subdivision of land. These circumstances may include development that does not require consent under the <i>Wentworth Local Environmental Plan 2011</i>.</p> <p>c) See Annexure 1.</p> <p>d) See Annexure 1.</p> <p>e) 10 Hectares</p> <p>f) No. This information has been sourced from mapping provided by NSW Environment & Heritage.</p> <p>g) No. This information has been sourced from mapping provided by NSW Environment & Heritage.</p> <p>h) Not applicable.</p>

<p>2A.Zoning and land use under <u>State Environmental Planning Policy (Sydney Region Growth Centres) 2006</u></p> <p>To the extent the land is within any zone (however described) under:</p> <p>a) Part 3 of the State Environmental Planning Policy <u>State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (the 2006 SEPP)</u>, or</p> <p>b) A Precinct Plan (within the meaning of the 2006 SEPP) or</p> <p>c) A proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act,</p> <p>the particulars referred to in clause 2(a)-(h) in relation to that land (with reference to "the instrument" in any of those paragraphs being read as a reference to Part 3 of the 2006 SEPP, or the Precinct Plan or proposed Precinct Plan, as the case requires).</p>	<p>Not applicable.</p> <p>Not applicable.</p> <p>Not applicable.</p>
<p>3. Complying development</p> <p>a) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of <u>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</u>.</p> <p>b) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of that Policy and the reasons why it may not be carried out under that clause.</p> <p>c) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.</p>	<p>a) Yes - the land is land on which complying development may be carried out.</p> <p>b) Not applicable.</p> <p>c) Not applicable.</p>
<p>4. Coastal protection</p> <p>Whether or not the land is affected by the operation of section 38 or 39 of the <u>Coastal Protection Act 1979</u>, but only to the extent that the council has been so notified by the Department of Finance, Services and Innovation.</p>	<p>Not applicable.</p>
<p>4A.Certain information relating to beaches and coasts</p> <p>In relation to a coastal council – whether an order has been made under Part 4D of the <u>Coastal Protection Act 1979</u> in relation to temporary coastal protection works (within the meaning of that Act) on the land (or on public land adjacent to that land), except where the council is satisfied that such an order has been fully complied with.</p> <p>In relation to a coastal council:</p>	<p>Not applicable.</p> <p>Not applicable.</p>

<p>a) Whether the council has been notified under section 55X of the <u>Coastal Protection Act 1979</u> that temporary coastal protection works (within the meaning of that Act) have been placed on the land (or on public land adjacent to that land), and</p> <p>b) If works have been so placed – whether the council is satisfied that the works have been removed and the land restored in accordance with that Act.</p>	
<p>4B. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works</p> <p>In relation to a coastal council – whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the <u>Local Government Act 1993</u> for coastal protection services that relate to existing coastal protection works (within the meaning of Section 553B of that Act).</p> <p>Note: "Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the <u>Local Government Act 1993</u>.</p>	<p>Not applicable.</p>
<p>5. Mine subsidence</p> <p>Whether or not the land is proclaimed to be a mine subsidence district within the meaning of section 15 of the <u>Mine Subsidence Compensation Act 1961</u>.</p>	<p>Not applicable.</p>
<p>6. Road widening and road realignment</p> <p>Whether or not the land is affected by any road widening or road realignment under:</p> <p>a) Division 2 of Part 3 of the <u>Roads Act 1993</u>, or</p> <p>b) any environmental planning instrument, or</p> <p>c) any resolution of the council.</p>	<p>Not applicable.</p>
<p>7. Council and other public authority policies on hazard risk restrictions</p> <p>Whether or not the land is affected by a policy:</p> <p>a) adopted by the council, or</p> <p>b) adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council, that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).</p>	<p>Not applicable.</p>
<p>7A. Flood related development controls information</p> <p>a) Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls.</p> <p>b) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.</p>	<p>a) Not applicable.</p> <p>b) Not applicable.</p>

<p>c) Words and expressions in this clause have the same meanings as in the Standard Instrument.</p>	
<p>8. Land reserved for acquisition Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.</p>	<p>Not applicable.</p>
<p>9. Contribution plans The name of each contributions plan applying to the land.</p>	<p>Not applicable.</p>
<p>9A. Biodiversity certified land If the land is biodiversity certified land under Part 8 of the <u>Biodiversity Conservation Act 2016</u>, a statement to that effect.</p> <p>Note: Biodiversity certified land includes land certified under Part 7AA of the <u>Threatened Species Conservation Act 1995</u> that is taken to be certified under Part 8 of the <u>Biodiversity Conservation Act 2016</u>.</p>	<p>Not applicable.</p>
<p>10. Biodiversity stewardship sites If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the <u>Biodiversity Conservation Act 2016</u>, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage).</p> <p>Note: Biodiversity stewardship agreements include biobanking agreements under Part 7A of the <u>Threatened Species Conservation Act 1995</u> that are taken to be biodiversity stewardship agreements under Part 5 of the <u>Biodiversity Conservation Act 2016</u>.</p>	<p>No, Wentworth Shire Council has not been notified of the existence of a biodiversity stewardship agreement by the Office of Environment & Heritage in relation to this property.</p>
<p>10A. Native vegetation clearing set asides If the land contains a set aside area under section 60ZC of the <u>Local Land Services Act 2013</u>, a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section).</p>	<p>No, Wentworth Shire Council has not been notified of the existence of a set aside area by the Local Land Services in relation to this property.</p>
<p>11. Bush fire prone land If any of the land is bush fire prone land (as defined in the Act), a statement that all or, as the case may be, some of the land is bush fire prone land. If none of the land is bush fire prone land, a statement to that effect.</p>	<p>Not applicable. This information has been sourced from mapping provided by the NSW Rural Fire Service.</p>
<p>12. Property vegetation plans If the land is land to which a property vegetation plan approved under Part 4 of the <u>Native Vegetation Act 2003</u> (and that continues in force) applies, a statement to that effect (but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act).</p>	<p>Not applicable. This information has been sourced from NSW Local Land Services.</p>

<p>13. 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).</p>	<p>No, Council has not been notified by the Land Environment Court of any orders having been made under the <u>Trees (Disputes Between Neighbours) Act 2006</u> in relation to this property.</p>
<p>14. Directions under Part 3A If there is a direction by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect, a statement to that effect identifying the provision that does not have effect</p>	<p>No, there is no direction in force from the Minister under Section 75P (2) (c1) in relation to this property.</p>
<p>15. Site compatibility certificates and conditions for seniors housing If the land is land to which <u>State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004</u> applies:</p> <p>a) A statement of whether there is a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:</p> <p>(i) the period for which the certificate is current, and</p> <p>(ii) that a copy may be obtained from the head office of the Department, and</p> <p>b) A statement setting out any terms of a kind referred to in clause 18 (2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.</p>	<p>Not applicable.</p> <p>Not applicable.</p>
<p>16. Site compatibility certificates for infrastructure, schools or TAFE establishments</p> <p>a) A statement of whether there is a valid site compatibility certificate (infrastructure) or site compatibility certificate (schools or TAFE establishments), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:</p> <p>(i) the period for which the certificate is valid, and</p> <p>(ii) that a copy may be obtained from the head office of the Department.</p>	<p>Not applicable.</p>
<p>17. Site compatibility certificates and conditions for affordable rental housing</p> <p>a) A statement of whether there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:</p> <p>(i) the period for which the certificate is current, and</p> <p>(ii) that a copy may be obtained from the head office of the Department.</p> <p>b) A statement setting out any terms of a kind referred to in clause 17 (1) or 38 (1) of <u>State Environmental Planning Policy (Affordable Rental</u></p>	<p>Not applicable.</p> <p>Not applicable.</p>

Housing 2009 that have been imposed as a condition of consent to a development application in respect of the land.

<p>18. Paper subdivision information</p> <p>a) The name of any development plan adopted by a relevant authority applies to the land or that is proposed to be subject to a consent ballot.</p> <p>b) The date of any subdivision order that applies to the land.</p> <p>c) Words and expressions used in this clause have the same meaning as they have in Part 16C of the Environmental Planning & Assessment Regulation.</p>	<p>Not applicable.</p> <p>Not applicable.</p>
<p>19. Site verification certificates</p> <p>A statement of whether there is a current site verification certificate, of which the council is aware, in respect of the land and, if there is a certificate, the statement is to include:</p> <p>a) The matter certified by the certificate, and</p> <p>Note: A site verification certificate sets out the Secretary's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land – see Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.</p> <p>b) The date on which the certificate ceases to be current (if any), and</p> <p>c) That a copy may be obtained from the head office of the Department.</p>	<p>Not applicable.</p>
<p>20. Loose-fill asbestos insulation</p> <p>If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the <u>Home Building Act 1989</u>) that are listed on the register that is required to be maintained under that Division, a statement to that effect.</p>	<p>Not applicable.</p>
<p>21. Affected building notices and building product rectification orders</p> <p>(1) A statement of whether there is any affected building notice of which the council is aware that is in force in respect of the land.</p> <p>(2) A statement of:</p> <p>a) Whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and</p> <p>b) Whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.</p> <p>(3) In this clause:</p> <p>Affected building notice has the same meaning as in Part 4 of the <u>Building Products (Safety) Act 2017</u>.</p> <p>Building product rectification order has the same meaning as in the <u>Building Products (Safety) Act 2017</u>.</p>	<p>Not applicable.</p> <p>Not applicable.</p> <p>Not applicable.</p>

22. Information regarding Contaminated Land as prescribed by section 59 (2) of the Contaminated Lands Management Act 1997	
(a) Is the land to which the certificate relates significantly contaminated land within the meaning of that Act?	No.
(b) Is the land to which the certificate relates subject to a management order within the meaning of that Act?	No.
(c) Is the land to which the certificate relates the subject of an approved voluntary management proposal within the meaning of that Act?	No.
(d) Is the land to which the certificate relates subject to an ongoing maintenance order within the meaning of that Act?	No.
(e) Is the land to which the certificate relates the subject of a site audit statement within the meaning of that Act?	No.



**CERTIFICATE UNDER SECTION 10.7(1) PURSUANT TO SECTION 10.7(5) OF THE
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979**
Section 10.7 Certificate No: 2018-245

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

Information Requested	Reply
a) Has the Council information which would indicate that the land is subject to slip or of flooding or tidal inundation?	No.
b) Has the Council information which would indicate that the land is subject to slip or subsidence?	No.
c) Is the land subject to a Tree Preservation Order?	No.
d) Has any development consent with respect to the land been granted within the previous five years?	No.
e) Any known non-compliance with matters relating to development approval?	No.
f) Any known non-compliance on matters relating to, or delegated to Council and notices requiring work to be carried out in relation to building and/or health items?	No.
g) Any other known matter of which Council is aware that applies to the subject land?	Yes *The following allotments also form part of this assessment ~ Lot 935 DP 751961 *The comments and information contained in this certificate relate to the property described in the section "Description of Land". *The information contained in this certificate has been compiled from Council's records – no physical inspection of the property was carried out.

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

Signed:


KEN ROSS

DIRECTOR HEALTH & PLANNING

under delegation on behalf of the Shire of Wentworth

Dated:

10 August 2018



**ANNEXURE 1 TO CERTIFICATE PURSUANT TO SECTION 10.7(1) OF THE
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979
RU1 Primary Production Zone as at 16 December 2011**

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

(a) **STATE ENVIRONMENTAL PLANNING POLICIES**

No 21 - Caravan Parks – Ensures that where caravan parks or camping grounds are permitted under an environmental planning instrument, movable dwellings, as defined in the Local Government Act 1993, are also permitted. The specific kinds of movable dwellings allowed under the Local Government Act in caravan parks and camping grounds are subject to the provisions of the Caravan Parks Regulation. The policy ensures that development consent is required for new caravan parks and camping grounds and for additional long-term sites in existing caravan parks. It also enables, with the council's consent, long-term sites in caravan parks to be subdivided by leases of up to 20 years.

No 30 - Intensive Agriculture – Requires development consent for cattle feedlots having a capacity of 50 or more cattle or piggeries having a capacity of 200 or more pigs. The policy sets out information and public notification requirements to ensure there are effective planning controls over this export-driven rural industry. The policy does not alter the functions of the consent authority if, and where, such development is permitted.

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

No 36 - Manufactured Home Estates – Helps establish well-designed and properly serviced manufactured home estates (MHEs) in suitable locations. Affordability and security of tenure for residents are important aspects. The policy applies to Gosford, Wyong and all local government areas outside the Sydney Region. To enable the immediate development of estates, the policy allows MHEs to be located on certain land where caravan parks are permitted. There are however, criteria that a proposal must satisfy before the local council can approve development. The policy also permits, with consent, the subdivision of estates either by community title or by leases of up to 20 years. A section 117 direction issued in conjunction with the policy guides councils in preparing local environmental plans for MHEs, enabling them to be excluded from the policy.

No 44 Koala Habitat Protection - Encourages the conservation and management of natural vegetation areas that provide habitat for koalas to ensure permanent free-living populations will be maintained over their present range. The policy applies to 107 local government areas. Local councils cannot approve development in an area affected by the policy without an investigation of core koala habitat. The policy provides the state-wide approach needed to enable appropriate development to continue, while ensuring there is ongoing protection of koalas and their habitat.

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

No 52 - Farm Dams and Other Works in Land and Water Management Plan Areas – Applies to 11 irrigation areas or districts and lands shown on the plans. They are: Coleambally, Jemalong, Wyldes Plains, Buronga, Tabbita and Wah Wah; Berriquin, Cadell, Denemein and Wakool, which are part of the area administered by Murray Irrigation Ltd; and land in East Cadell in the Murray local government area. The policy

amends the threshold used to determine what is 'designated development' in relation to farm dams (artificial waterbodies). It applies in areas where there are approved land and water management plans (LWMP) and farm plans have been approved. Currently only the area administered by Murray Irrigation Corporation has approved LWMPs (i.e. for Berriquin, Caddell, Denemein and Wakool). As other LWMPs are approved, the policy may be amended to incorporate the areas covered by those plans. The policy amends SEPP No. 4 to enable irrigation corporations within the areas covered by the policy to carry out routine maintenance and emergency works without the need for development consent.

No 55 – Remediation of Land – Introduces state-wide planning controls for the remediation of contaminated land. The policy states that land must not be developed if it is unsuitable for a proposed use because it is contaminated. If the land is unsuitable, remediation must take place before the land is developed. The policy makes remediation permissible across the State, defines when consent is required, requires all remediation to comply with standards, ensures land is investigated if contamination is suspected, and requires councils to be notified of all remediation proposals. To assist councils and developers, the Department, in conjunction with the Environment Protection Authority, has prepared Managing Land Contamination: Planning Guidelines.

No 62 – Sustainable Aquaculture – Encourages the sustainable expansion of the industry in NSW. The policy implements the regional strategies already developed by creating a simple approach to identify and categorise aquaculture development on the basis of its potential environmental impact. The SEPP also identifies aquaculture development as a designated development only where there are potential environmental risks.

No 64 - Advertising and Signage - Aims to ensure that outdoor advertising is compatible with the desired amenity and visual character of an area, provides effective communication in suitable locations and is of high quality design and finish. The SEPP was amended in August 2007 to permit and regulate outdoor advertising in transport corridors (e.g. freeways, tollways and rail corridors). The amended SEPP also aims to ensure that public benefits may be derived from advertising along and adjacent to transport corridors. Transport Corridor Outdoor Advertising and Signage Guidelines (DOP July 2007) provides information on design criteria, road safety and public benefit requirements for SEPP 64 development applications.

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

SEPP (Affordable Rental Housing) 2009 – Establishes a consistent planning regime for the provision of affordable rental housing. The SEPP facilitates the effective delivery of new affordable rental housing by providing planning control incentives and expanding the role for not-for-profit providers of affordable rental housing. The SEPP also establishes approaches to facilitate the retention and mitigate the loss of existing affordable rental housing. The SEPP aims to support local centres by providing housing for workers close to places of work, and facilitate development of housing for the homeless and other disadvantaged people.

SEPP (Building Sustainability Index: BASIX) 2004 - This SEPP operates in conjunction with Environmental Planning and Assessment Amendment (Building Sustainability Index: BASIX) Regulation 2004 to ensure the effective introduction of BASIX in NSW. The SEPP ensures consistency in the implementation of BASIX throughout the State by overriding competing provisions in other environmental planning instruments and development control plans and specifying that SEPP 1 does not apply in relation to any development standard arising under BASIX.

SEPP (Educational Establishments and Child Care Facilities) 2017 - Facilitates the effective delivery of educational establishments and early education and care facilities across the State. The SEPP improves regulatory certainty and efficiency for educational establishments and early education and care facilities through a consistent planning regime that simplifies and standardises planning approval pathways and

establishes consistent State-wide assessment requirements and design considerations for these developments. The policy provides for the consultation with relevant public authorities during the assessment process or prior to development commencing for educational establishments and early education and care facilities. The SEPP also aligns the NSW planning framework with the National Quality Framework for early education and care services to enable proponents and consent authorities ensure that new developments or modified premises meet the applicable requirements of the National Quality Framework for the services. The policy supports joint and shared use of the facilities of educational establishments with the community through appropriate design.

SEPP (Exempt and Complying Development Codes) 2008 - Streamlines assessment processes for development that complies with specified development standards. The policy provides exempt and complying development codes that have State-wide application, identifying, in the General Exempt Development Code, types of development that are of minimal environmental impact that may be carried out without the need for development consent; and, in the General Housing Code, types of complying development that may be carried out in accordance with a complying development certificate as defined in the Environmental Planning and Assessment Act 1979.

SEPP (Housing for Seniors or People with a Disability) 2004 – Encourages the provision of adequate, diverse and high quality housing for aged persons and people with disabilities. The SEPP achieves its aims by overriding local planning controls that would prevent the development of housing for seniors or people with a disability and setting out design principles to achieving built form that is in keeping with the site and local neighbourhood.

SEPP (Infrastructure) 2007 - Provides a consistent planning regime for infrastructure and the provision of services across NSW, along with providing for consultation with relevant public authorities during the assessment process. The SEPP supports greater flexibility in the location of infrastructure and service facilities along with improved regulatory certainty and efficiency. More details about the SEPP, including a guide, are available at www.planning.nsw.gov.au.

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

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

SEPP (Rural Lands) 2008 - Facilitates the orderly and economic use and development of rural lands for rural and related purposes through the application Rural Planning Principles and the Rural Subdivision Principles identified in the SEPP to promote the social, economic and environmental welfare of the State. The SEPP establishes Rural Land Planning Panel that advises on rural lands development application that contravenes a development standard and it also aim to implement measures designed to reduce land use conflicts on rural lands.

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

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

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

SEPP (Vegetation in Non-Rural Areas) 2007 - Protects the biodiversity values of trees and other vegetation in non-rural areas of the State. The SEPP aims to preserve the amenity of non-rural areas through the preservation of trees and other vegetation. The policy establishes the approval pathways for clearing in non-rural areas.

(b) **REGIONAL ENVIRONMENTAL PLANS**

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

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

(c) **LOCAL ENVIRONMENTAL PLANS - 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 ensure the protection of both mixed dryland and irrigation agricultural land uses that together form the distinctive rural character of Wentworth.
- To ensure land is available for intensive plant agricultural activities.
- To encourage diversity and promote employment opportunities related to primary industry enterprises, including those that require smaller holdings or are more intensive in nature.

2 Permitted without consent

Environmental protection works; Extensive agriculture; Farm buildings; Forestry; Home-based child care; Home businesses; Home occupations; Intensive plant agriculture; Roads; Water reticulation systems

3 Permitted with consent

Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Bed and breakfast accommodation; Boat launching ramps; Boat sheds; Building identification signs; Business identification signs; Camping grounds; Cellar door premises; Cemeteries; Charter and tourism boating facilities; Community facilities; Correctional centres; Depots; Dual occupancies; Dwelling houses; Eco-tourist facilities; Educational establishments; Environmental facilities; Extractive industries; Farm stay accommodation; Freight transport facilities; Heavy industrial storage establishments; Helipads; Home industries; Home occupations (sex services); Industrial training facilities; Information and education facilities; Intensive livestock agriculture; Jetties; Landscaping material supplies; Moorings; Offensive industries; Open cut mining; Plant nurseries; Recreation areas; Recreation facilities (major); Recreation facilities (outdoor); Research stations; Roadside stalls; Rural industries; Rural workers' dwellings; Sewerage systems; Veterinary hospitals; Water recreation structures; Water supply systems

4 Prohibited

Dual occupancies (detached); Schools; Any other development not specified in item 2 or 3

facilities (outdoor); Research stations; Roadside stalls; Rural industries; Rural workers' dwellings; Sewerage systems; Veterinary hospitals; Water recreation structures; Water supply systems

4 Prohibited

Dual occupancies (detached); Schools; Any other development not specified in item 2 or 3



Wentworth Shire Council

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

T 03 5027 5027 F 03 5027 5000
E council@wentworth.nsw.gov.au
W www.wentworth.nsw.gov.au
ABN 96 283 886 815

RATES NOTICE

FOR THE PERIOD

01/07/2018 TO 30/06/2019



1.1660 - 3817 10016624 033
COLIN IAN NANKIVELL
SUSAN LYN NANKIVELL
PO BOX 103
BURONGA NSW 2739

PROPERTY AREA: 20.99ha
ASSESSMENT NO: 01998-00000000-000
PAYMENT REF: 10016624
DATE OF ISSUE: 26/07/2018
DUE DATE: 31/08/2018
RATE GROUP: 7-RURAL
VALUATION: \$217,300.00
VALUATION DATE: 01/07/2016

PROPERTY LOCATION AND DESCRIPTION

82 ARUMPO ROAD, MOURQUONG NSW 2739
LOT 936 DP756961 & LOT 935 DP756961

414

DESCRIPTION				UNITS	RATE/CHARGE	AMOUNT
Differential Rate Category 19 - Farmland - General Farmland - General Base Amount Farmland - General Domestic Waste - Rural TOTAL RATES and CHARGES NET payable						
				1.00	\$510.00	\$510.00
				217,300.00	\$0.0055984	\$1,216.53
				1.00	\$281.00	\$281.00

Please attach this portion to your remittance

RATES PAYMENT ADVICE

WENTWORTH SHIRE COUNCIL



Billpay Code: 2073
Ref: 10016624

Pay online at postbillpay.com.au,
phone 13 18 16, or in person at any
post office.



*2073 1 0016624

ASSESSMENT NO: 01998-00000000-000
NAME: COLIN IAN NANKIVELL
NET AMOUNT DUE: \$2,007.53
INSTALMENT AMOUNT: \$504.53
DUE DATE: 31/08/2018
PAYMENT REF: 10016624



Bill Code: 241653
Reference No: 10016624

If receipt required please tick box ☐

Peter Kozlowski
General Manager



Revenue

Enquiry ID	3034503
Agent ID	81429403
Issue Date	19 Feb 2019
Correspondence ID	1685126920
Your reference	18-0428

INFOTRACK PTY LIMITED
DX Box 578
SYDNEY

Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956*.

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value
D756961/936	82 ARUMPO RD MOURQUONG 2739	\$236 433
D756961/935		

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2019 tax year.

Yours sincerely,

Stephen R Brady
Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?

A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

Note: A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

When is a certificate not clear from land tax?

Under section 47 of the *Land Tax Management Act 1956*, land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

How do I clear a certificate?

The outstanding tax must be paid to clear a certificate. To do this, follow the steps shown on the certificate or contact Revenue NSW. Please allow 10 working days for your request to be processed.

How do I get an updated certificate?

A certificate can be updated by using our online clearance certificate service at www.revenue.nsw.gov.au, or by re-processing the certificate through your Client Service Provider (CSP).

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

Land value, tax rates and thresholds

The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at www.revenue.nsw.gov.au.

Contact details



Read more about Land Tax and use our online service at www.revenue.nsw.gov.au



1300 139 816*



Phone enquiries
8:30 am - 5:00 pm, Mon. to Fri.



landtax@revenue.nsw.gov.au

* Overseas customers call +61 2 9761 4956
Help in community languages is available.



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 937/756961

SEARCH DATE	TIME	EDITION NO	DATE
23/8/2018	8:03 AM	8	11/8/2015

LAND

LOT 937 IN DEPOSITED PLAN 756961
AT DARETON
LOCAL GOVERNMENT AREA WENTWORTH
PARISH OF MOURQUONG COUNTY OF WENTWORTH
(FORMERLY KNOWN AS PORTION 937)
TITLE DIAGRAM CROWN PLAN 912.1820

FIRST SCHEDULE

COLIN IAN NANKIVELL
SUSAN LYN NANKIVELL
AS JOINT TENANTS

(T Y99933)

SECOND SCHEDULE (7 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE MEMORANDUM S700000A
- 2 EXCEPTING ANY ROADS AND RESUMED LAND
- 3 SUBJECT TO THE CONDITIONS CONTAINED IN THE GOVERNMENT GAZETTE DATED 4.12.1959
- * 4 INCOMPLETE PURCHASE NON-IRRIGABLE PURCHASE NO 415 (COOMEALLA IRRIGATION AREA)
- 5 SUBJECT TO THE PROVISIONS OF THE CROWN LANDS CONSOLIDATION ACT 1913 PARTICULARLY AS REGARDS PAYMENT OF BALANCE OF PURCHASE AND OTHER MONEYS, FORFEITURE PROVISIONS AND RESTRICTIONS ON SUBDIVISION - SEE SECTIONS 147, 146 AND 146B
- 6 A1649674 MORTGAGE TO RABOBANK AUSTRALIA LIMITED
- 7 AJ721248 MORTGAGE TO NEW SOUTH WALES RURAL ASSISTANCE AUTHORITY

NOTATIONS

UNREGISTERED DEALINGS: NIL

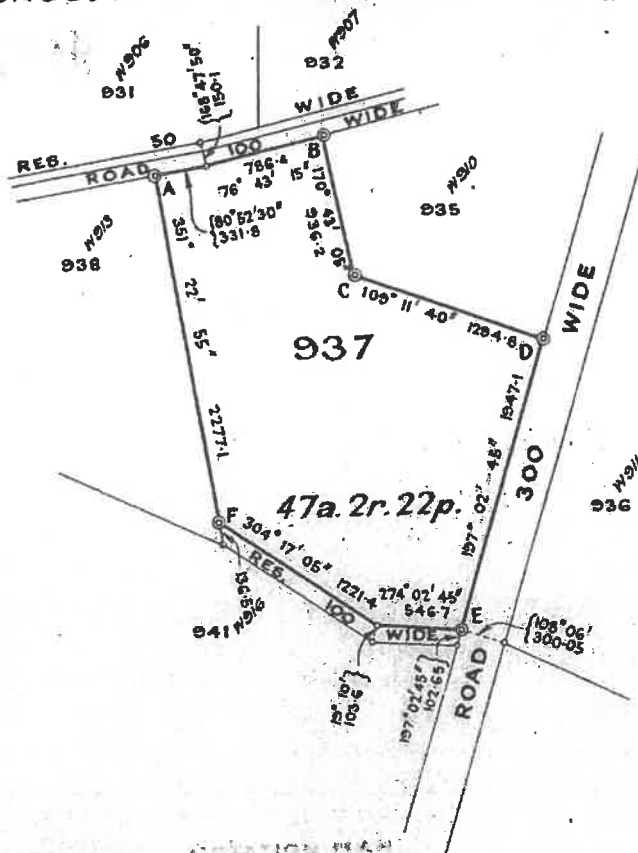
*** END OF SEARCH ***

18-0428

PRINTED ON 23/8/2018

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

PLAN OF PORTION 937 PARISH OF MOURQUONG COUNTY OF WENTWORTH



Surround Area: 47.64275 acs.
REFERENCE MARKS

CORNER	BEARING	FROM	LINKS	NO ON TREE
A	Numbered 171° 23'	Peg Iron Spike	10.0	937 938
B	Numbered 170° 43'	Peg Iron Spike	10.0	935 937
C	350° 43'	Iron Spike	10.0	
D	Numbered 285° 12'	Peg Iron Spike	10.0	935 937
E	Numbered 17° 03'	Peg Iron Spike	10.0	937
F	Numbered 351° 23'	Peg Iron Spike	10.0	937

AZIMUTH TAKEN FROM PORTION 935
FIELD NOTES WITH PAPERS W.C. & I.C. 50/107 CAT. NO. W 912 1820

Calc. Book 224 fol. 73 (W.C. & I.C.)

SCALE 10 CHAINS TO AN INCH

Raymond Dudley Steele
Melbourne, Victoria
I, a Surveyor registered under the Surveyors Act, 1929-1946, hereby certify that the survey represented in this plan is accurate and has been made under my immediate supervision in accordance with the Survey Practice Regulations, 1933, and the special requirements of the Department of Lands and was completed on 2nd August 1960.

Signature *Raymond Dudley Steele* 24/3/63
Surveyor registered under the Surveyors Act, 1929-1946.
CHECKED & CHARTED *H. Hamilton* 13.1.64
EXAMINED *John Bell*
PLAN APPROVED
Authorized Officer *G. 2* 1964

NOTATION PLAN

Land District Coomealla

Papers W.C. & I.C. 63/1872.

Western Division.

Within Coomealla Irrigation Area proclaimed Gazette 30th May, 1924.

Within R.1711 from occupation under any Miner's Right or Business Licence notified Gazette 27th June, 1924.

Within R.1712 from the Leasing Provisions of the Mining Act, 1906, notified Gazette 27th June, 1924.

Exempt from Operation of Quarry Licence notified Gazette 9th August, 1935.

16-0308 /Src:M

AP 43



MEMORANDUM

S700000

OFFICE USE ONLY

	of	
\$ No fee		

Insert name of
reservant body,
building society,
or other mortgagee,
lessor, or lessee.

Insert nature of
document which
will refer to this
memorandum.

To be signed by the
authorised officer
for the lessor, mort-
gagee, charges etc.

Clones are to be
numbered consecutively
from number 1.

On behalf of the Registrar General
I certify that this memorandum (comprising one page(s)), contains the provisions which are deemed to be incorporated in such
the reservations, exceptions and provision which are deemed to be set out at length in such folios
of the Register as refer to this memorandum.

James

Signature of Authorised Officer

1. The reservations and exception to the Crown of:-

- (a) all minerals which the said land contains.
- (b) all such parts and so much of the land as may thereafter
be required for public ways in over and through the same
by the Crown with full power for the Crown and such person
or persons as shall be duly authorised in that behalf to
make and conduct all such public ways and the right of full
and free ingress egress and regress into out of and upon the
land for the purpose aforesaid.

THE STANDARD
MARGIN QUALITY
OF PAPER &
PROCESSED BY
REGULATION &
REAL PROPERTY
ACT REGULATIONS
1970 SHOULD BE
MAINTAINED IN
THIS FORM AND IN
ANY ANNEXURES.

TO BE COMPLETED
BY LODGING PARTY

Insert the name,
postal address or
document Exchange
reference, telephone
number and delivery
box number.

LODGED BY REGISTRAR GENERAL

Delivery Box Number

Filed in the Office of the REGISTRAR GENERAL
on 16/9/1981.

Registrar General



6-0308 /Src:M

NP 63

S. 700,000⁰⁰

OFFICE USE ONLY

	91	
\$ No Fee		

MEMORANDUM

Insert name of
relevant bank,
building society,
or other mortgagee,
lessee, firm etc.

Insert names of
documents which
will refer to this
memorandum.

To be signed by the
authorised officer
for the lessee, mort-
gagee, charges etc.

Clauses are to be
numbered consecutively
from number 1.

On behalf of the Registrar General

I certify that this memo-andum (comprising one page(s)), contains the provisions which are deemed to be incorporated in such the reservations, exceptions and provisions which are deemed to be set out at length in such folios of the Register as refer to this memorandum. as refer to this memorandum.

Signature of Authorised Officer

1. The reservation and exception to the Crown of:-

- (a) all minerals which the said land contains.
- (b) all such parts and so much of the land as may thereafter be required for public ways in over and through the same by the Crown with full power for the Crown and such person or persons as shall be duly authorised in that behalf to make and conduct all such public ways and the right of full and free ingress egress and regress into out of and upon the land for the purpose aforesaid.

2. Provision for subsidence. WHEREAS -

- (a) mining operations may have been and may be carried on upon and in the land below the said land and the lands adjoining the said land and the land below the same; and

- (b) metals and minerals may have been and may be removed therefrom;

the said land is subject to the condition that neither the person or persons registered as proprietor of the land on creation of a folio of the Register or to whom the land is sold, leased or otherwise disposed of by way of transfer, nor his her their or its sequels in title shall be entitled to make or prosecute any claim for damages or take any proceedings either by way of injunction or otherwise against the Crown or any lessee or lessees under any Mining Act or Acts of the State of New South Wales or his or their executors administrators or assigns for, or in respect of any damage or loss occasioned by the letting down subsidence or lateral movement of the land or otherwise howsoever by reason of the following Acts and matters that is to say by reason of the Crown or any person on its behalf or any lessee or lessees as aforesaid or his or their executors administrators or assigns having worked or now or hereafter working any mines or having carried on or now or hereafter carrying on mining operations or having searched for worked won or removed or now or hereafter searching for working winning or removing any metals or minerals under in or from the land below the land or on in under or from any other lands situated laterally to the land and the land below the same and whether on or below the surface of such other lands and it is expressly reserved unto the Crown the liberty and authority by reason of the Acts and matters aforesaid or in the course thereof for the Crown and any person on its behalf and any lessee or lessees as aforesaid and his or their executors administrators and assigns to from time to time let down without payment of any compensation whatsoever any part of the land and/or the surface thereof.

THE STANDARD
MARGINS QUALITY
OF PAPER AC-
PRESCRIBED BY
REGULATION 5,
REAL PROPERTY
ACT REGULATIONS,
1972 SHOULD BE
MAINTAINED IN
THIS FORM AND IN
ANY ANNEXURES.

TO BE COMPLETED
BY LODGING PARTY

Insert the name,
postal address or
Document Exchange
reference, telephone
number and delivery
box number.

LODGED BY

REGISTRAR GENERAL.

Delivery Box Number

Filed in the Office of the REGISTRAR GENERAL
on 16/9/1981.

[Signature]

Registrar General



RP 63



MEMORANDUM

S. Joojoo

OFFICE USE ONLY	
	of
\$ No Fee	

Insert name of relevant bank, building society, or other mortgagee, lessor, firm &c.

Insert nature of document which will refer to this memorandum.

To be signed by the authorised officer for the lease, mortgage, charges &c.

Clauses are to be numbered consecutively from number 1.

On behalf of the Registrar General I certify that this memorandum (comprising one page(s)), contains the provisions which are deemed to be incorporated in such the reservations, exceptions and provisions which are deemed to be set out at length in such folios of the Register as refer to this memorandum.

[Signature]
Signature of Authorised Officer

1. The reservation and exception to the Crown of:-

- all minerals which the said land contains.
- all such parts and so much of the land as may thereafter be required for public ways in over and through the same by the Crown with full power for the Crown and such person or persons as shall be duly authorised in that behalf to make and conduct all such public ways and the right of full and free ingress egress and regress into out of and upon the land for the purpose aforesaid.

2. Provision for forfeiture: If the registered proprietor does not pay the rent referred to in the folio of the Register together with any other moneys and any interest on such moneys that may be payable or become payable to the Crown under any Act or does not perform or observe the provisions and conditions referred to in the folio of the Register or any of them then and in such case it shall be lawful for the said land to be forfeited to the Crown.

THE STANDARD MARGINS, QUALITY OF PAPER ETC., PRESCRIBED BY REGULATION 5, REAL PROPERTY ACT REGULATIONS, 1978 SHOULD BE MAINTAINED IN THIS FORM AND IN ANY ANNEXURES.

TO BE COMPLETED BY LODGING PARTY
Insert the name, postal address or Document Exchange reference, telephone number and delivery box number

LODGED BY REGISTRAR GENERAL

Delivery Box Number

Filed in the Office of the REGISTRAR GENERAL
on 16/9/1981.

[Signature]
Registrar General



6-0308 /Src:M

RP 63



MEMORANDUM

S. 700,000⁰⁰

OFFICE USE ONLY

	of	
\$ No Fee		

Insert name of
relevant bank,
building society,
or other mortgagee,
lessor, firm etc.

Insert name of
document which
will refer to this
memorandum.

To be signed by the
authorised officer
for the issue, mort-
gage, charge etc.

Clauses are to be
numbered consecutively
from number 1.

On behalf of the Registrar General

I certify that this memorandum (comprising one page(s)), contains the provisions which are deemed to be incorporated in such the reservations, exceptions and provisions which are deemed to be set out at length in such folios of the Register as refer to this memorandum.

Signature of Authorised Officer

1. The reservation and exception to the Crown of:-

- (a) all minerals which the said land contains.
- (b) all such parts and so much of the land as may thereafter be required for public ways in over and through the same by the Crown with full power for the Crown and such person or persons as shall be duly authorised in that behalf to make and conduct all such public ways and the right of full and free ingress egress and regress into out of and upon the land for the purpose aforesaid.

2. Provision for forfeiture: If the registered proprietor does not pay the rent referred to in the folio of the Register together with any other moneys and any interest on such moneys that may be payable or become payable to the Crown under any Act or does not perform or observe the provisions and conditions referred to in the folio of the Register or any of them then and in any such case it shall be lawful for the said land to be forfeited to the Crown.

3. Provision for subsidence. WHEREAS -

- (a) mining operations may have been and may be carried on upon and in the land (below) the said land and the lands adjoining the said land and the land below the same; and
- (b) metals and minerals may have been and may be removed therefrom,

the said land is subject to the condition that neither the person or persons registered as proprietor of the land on creation of a folio of the Register or to whom the land is sold, leased or otherwise disposed of by way of transfer, nor his her their or its assigns in title shall be entitled to make or prosecute any claim for damages or take any proceedings either by way or injunction or otherwise against the Crown or any lessee or lessees under any Mining Act or Acts of the State of New South Wales or his or their executors administrators or assigns for or in respect of any damage or loss occasioned by the letting down subsidence or lateral movement of the land or otherwise however by reason of the following Acts and matters that is to say by reason of the Crown or any person on its behalf or any lessee or lessees as aforesaid or his or their executors administrators or assigns having worked or now or hereafter working any mines or having carried on or now or hereafter carrying on mining operations or having searched for worked won or removed or now or hereafter searching for working winning or removing any metals or minerals under in or from the land below the land or on in under or from any other lands situated laterally to the land and the land below the same and whether on or below the surface of such other lands and it is expressly reserved unto the Crown the liberty and authority by reason of the Acts and matters aforesaid or in the course thereof for the Crown and any person on its behalf and any lessee or lessees as aforesaid and his or their executors administrators and assigns to from time to time let down without payment of any compensation whatsoever any part of the land and/or the surface thereof.

THE STANDARD
MARGINS, QUALITY
OF PAPER AND
PRESCRIBED BY
REGISTRATION &
REAL PROPERTY
ACT REGULATIONS,
1970 SHOULD BE
MAINTAINED IN
THIS FORM AND IN
ANY ANNEXURE.

TO BE COMPLETED
BY LODGING PARTY

Insert the name,
postal address or
Document Exchange
reference, telephone
number and delivery
box number.

LODGED BY REGISTRAR GENERAL

Delivery Box Number

Filed in the Office of the REGISTRAR GENERAL
on 16/9/1981.

Registrar General
