

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	CHARLES L KING FIRST NATIONAL REAL ESTATE 172 Hare Street Echuca Vic 3564	phone 03 5482 2111 fax ref Troy O'Brien
co-agent	Not Applicable	phone fax ref
vendor	KIELY ROAD PROJECTS PTY LTD (ACN 646 408 620) 59 Queen Street, Bendigo Vic 3550	
vendor's solicitor	ROBERTSON HYETTS 386 Hargreaves Street, Bendigo VIC 3550 PO Box 337, Bendigo VIC 3552 email: tim@robertsonhyetts.com.au	phone 03 5434 6666 fax 03 5434 6667 ref TJR/611795-
date for completion	The date determined in accordance with clause 34	
land (address, plan details and title reference)	LOT , STAGE 3, MAIDENS GREEN ESTATE, MOAMA NSW 2731 Lot in an unregistered Plan which is part of Lot 232 in Deposited Plan DP751152 Folio Identifier 232/751152 (part) <input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies	
improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input checked="" type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or numbered: <input type="checkbox"/> other documents:	

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

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

buyer's agent

vendor

witness

GST AMOUNT (optional)
The price includes GST.

purchaser

☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

witness

Choices

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

Nominated Electronic Lodgment Network (ELN) (clause 30)

Electronic transaction (clause 30) ☐ no ☒ YES

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

Parties agree that the deposit be invested (clause 2.9) ☒ 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 *GSTRW 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.

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name: Kiely Road Projects Pty Ltd

Supplier's ABN: 22 646 408 620

Supplier's GST branch number (if applicable):

Supplier's business address: 47 Queen Street, Bendigo Vic 3550

Supplier's email address: vanessa@villawoodproperties.com

Supplier's phone number: 03 5444 0002

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

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

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

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

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

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

List of Documents

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

2 Deposit and other payments before completion

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

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

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *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 disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

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

25 Qualified title, limited title and old system title

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

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

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

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

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

Disclosure Statement – Off the Plan Contracts

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

VENDOR	Kiely Road Projects Pty Ltd (ACN 646 408 620)		
PROPERTY	Lot Stage 3, Maidens Green Estate, Moama NSW 2731		
TITLE STRUCTURE			
Will the lot be a lot in a strata scheme?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		
Will the lot also be subject to a Strata Management Statement or Building Management Statement?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		
Will the lot form part of a community, precinct or neighbourhood scheme?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If Yes, please specify scheme type:		
DETAILS			
Completion	21 days after the vendor provides the purchaser with a copy of the registered Plan and any other document registered with the Plan.	Refer to clause(s):	Clause 34
Is there a sunset date?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Can this date be extended?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Refer to clause(s): Clause 33
Does the purchaser pay anything more if they do not complete on time?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:	Clause 57
Has development approval been obtained?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Development Approval No:	DA 10.2020.339.1
Has a principal certifying authority been appointed?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details:	Murray River Council
Can the vendor cancel the contract if an event preventing or enabling the development does or does not occur?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:	Clause 33.5.2
ATTACHMENTS (s66ZM(2) of the Conveyancing Act 1919)			
The following prescribed documents are included in this disclosure statement (<i>select all that apply</i>).			
<input checked="" type="checkbox"/> draft plan <input type="checkbox"/> draft community / precinct / neighbourhood / management statement <input checked="" type="checkbox"/> s88B instrument proposed to be lodged with draft plan <input type="checkbox"/> draft community / precinct / neighbourhood / development <input type="checkbox"/> proposed schedule of finishes <input type="checkbox"/> draft strata management statement <input type="checkbox"/> draft strata by-laws <input type="checkbox"/> draft building management statement <input type="checkbox"/> draft strata development contract			

ANNEXURE TO CONTRACT FOR THE SALE AND PURCHASE OF LAND

VENDOR: Kiely Road Projects Pty Ltd ACN 646 408 620

PURCHASER:

PROPERTY: Lot , Stage 3, Maidens Green Estate, Moama

32 Further clauses

- 32.1 These further clauses shall prevail over clauses 1 to 31 (inclusive) of this contract to the extent of any inconsistency.
- 32.2 Any terms defined in clause 1 of this contract have the same meaning in these further clauses unless otherwise stated.

33 Contract conditional upon registration of the Plan

- 33.1 Clause 28 shall not apply to this contract.
- 33.2 The parties acknowledge that the property sold under this contract is comprised of a lot within an unregistered plan of subdivision of Lot 232 on Deposited Plan 751152 ("**the Plan**"). A copy of which is attached to this contract.
- 33.3 This contract is conditional upon the Plan being registered by Land and Property Information New South Wales by the date which is 18 months after the date of this contract ("**Sunset Date**").
- 33.4 The vendor at its own expense and with all reasonable expedition will use its best endeavours to procure registration of the Plan by the Sunset Date.
- 33.5 If the Plan is not registered by the Sunset Date, then at any time prior to the registration of the Plan:
 - 33.5.1 The purchaser may rescind this contract, in which case the provisions of clause 19 shall apply;
 - 33.5.2 The vendor may rescind this contract, provided that the vendor has complied with clause 33.4 and any legislation governing the rescission, in which case the provisions of clause 19 shall apply;
- 33.6 After the refund of all monies pursuant to the provisions of clause 19, neither party will have any action, right, claim or demand against the other under this contract or arising from or out of the rescission of this contract or the failure of the vendor to procure the registration of the Plan.

34 Date for completion

The date for completion of this contract shall be the date which is 21 days after the vendor provides the purchaser with a copy of the registered Plan and any other document that is registered with the Plan.

35 Section 88B Instrument

The purchaser acknowledges that:

- 35.1 The registration of the Plan will require the submission of an instrument pursuant to Section 88B of the Conveyancing Act 1919 which sets out the terms of any easements, restrictions on the use of land or positive covenants to be created upon registration of the Plan.
- 35.2 The property will be subject to easements and positive covenants, particulars of which shall be in the form or to the effect of the annexed draft Section 88B Instrument ("**Section 88B**").

36 Amendments to the Plan

- 36.1 If Land and Property Information New South Wales, the relevant municipal council or any other government or statutory authority require:

- 36.1.1 any alteration, variation or amendment to the Plan; or

- 36.1.2 the creation of any easement, covenant or restrictions other than as disclosed in the Plan or Section 88B,

then the vendor shall notify the purchaser in writing as soon as practicable.

- 36.2 The purchaser shall not be entitled to make any objection, requisition or claim for compensation, delay completion nor rescind this contract in respect of any minor variation or discrepancy in the dimensions or position of the property or the terms of the easements and covenants as shown in the Plan and Section 88B.

- 36.3 If any alteration, variation amendment or creation of easements, covenants or restrictions:

- 36.3.1 materially or adversely affects the property;

- 36.3.2 substantially varies the position of the property as shown on the Plan; or

- 36.3.3 is a variation other than a minor variation,

the purchaser may rescind this contract within 14 days after notification from the vendor in accordance with clause 36.1. If the purchaser fails to rescind this contract within 14 day period, the purchaser will be deemed to have accepted the property as varied.

37 Caveat

- 37.1 The purchaser will not take any action so as to prevent or delay the registration of the Plan and in particular, will not lodge with Land and Property Information New South Wales a caveat in respect of the property until after the Plan has been registered.

- 37.2 The purchaser hereby irrevocably appoints the vendor or any director of the vendor as its attorney for the purpose of signing and lodging a withdrawal of caveat in respect of any caveat lodged by or on behalf of the purchaser in breach of this clause.

38 The Maidens Green Development

- 38.1 The purchaser acknowledges that the property forms part of the vendor's overall development of the land known as Maidens Green Estate, Moama (the "**Development**").
- 38.2 The purchaser covenants that it will not directly or indirectly:
- 38.2.1 Hinder, delay or prevent the Development and its construction by the vendor;
 - 38.2.2 Hinder, delay or prevent the marketing activities of the vendor;
 - 38.2.3 Hinder or object to any application for any approval made by or on behalf of the vendor in relation to the Development; or
 - 38.2.4 Do anything which, in the vendor's opinion may curtail, inhibit or interfere or which may affect the Development or the Plan generally.
- 38.3 The purchaser indemnifies and will keep indemnified the vendor against all claims, loss, damage and costs for which the vendor may suffer in respect of any breach of clause 38.

39 Restrictions

The purchaser buys the property subject to:

- 39.1 The encumbrances or covenants described either in this contract, the Plan or the Section 88B Instrument including those that may be created or come into existence after the date of this contract;
- 39.2 any schedules of lot entitlements and liability on the Plan;
- 39.3 any restrictions imposed on the property by:
- 39.3.1 any law or town planning controls affecting the property;
 - 39.3.2 any authority; or
 - 39.3.3 any town planning acts or schemes or interim development orders; and
- 39.4 any easement or like encumbrance or other right held or claimed by any statutory or supply authority or company,

No objection, requisition or claim for compensation may be made by the purchaser regarding the state of repair or condition (including patent or latent defects) of the property or improvements.

40 Land

- 40.1 The purchaser acknowledges that some parts of the land in the Plan may be subject to fill. The purchaser buys subject to any such fill and shall not in any way object to it, make any requisitions or claim any compensation arising from there being fill on the property.
- 40.2 The purchaser warrants to the vendor that, as a result of the purchaser's inspections and enquiries concerning the property, the purchaser is satisfied with the condition, quality and

state of repair of the property and accepts the property as it is and subject to any defects, need for repair or infestation.

- 40.3 The vendor is not under any obligation to ensure that the property as at the date for completion is in the same condition or state of repair as at the date of this contract.
- 40.4 The purchaser will not make a claim concerning the matters referred to in this clause 40 or in respect of any loss, damage or need for repair relating to the property or any requirements of a statutory authority which may affect the property between the date of this contract and the date for completion.

41 Fencing

- 41.1 The parties agree that the purchase price has been reduced by an amount calculated by the vendor to cover the vendor's estimated costs in respect of the contribution as adjoining proprietor to the cost of fencing the property and the purchaser acknowledges that fact and shall make no claim on the vendor in respect of the cost of fencing the property and any adjoining land owned by the vendor.
- 41.2 The purchaser must construct fencing on the land in accordance with the Maidens Green Fencing Guidelines ("**Fencing Guidelines**") as amended from time to time. The vendor shall make copies of the current Fencing Guidelines available to the purchaser via email or at the office of the vendor's designated agent. A copy of the current Fencing Guidelines is attached to this contract as Annexure A.
- 41.3 The purchaser acknowledges that the vendor is authorised to amend the Fencing Guidelines both before and after the settlement date provided that the amendments are consistent with the overall objectives of the development known as Maidens Green.
- 41.4 The purchaser irrevocably consents to the vendor exercising the rights contained in special condition 41.3 and acknowledges that the purchaser may not make any requisition, objection, delay settlement or claim compensation because the vendor exercises any of those rights.
- 41.5 In the event that the purchaser sells or transfers the property to another person before the boundaries of the property have been fenced then the purchaser covenants with the vendor that the purchaser shall, as a condition of such sale or transfer, require the purchaser or transferee to be bound by the requirements of this clause in favour of the vendor.

42 Adjustments

- 42.1 All rates, taxes, assessments, levies or other outgoings including land tax if it is noted as adjustable in this contract ("**Outgoings**") payable by the vendor must be apportioned between the parties on the date for completion and any adjustment paid and received as appropriate.
- 42.2 The Outgoings must be apportioned on the following basis:

- 42.2.1 If the land in the Plan is not separately assessed in respect of any Outgoings then, for the purpose of apportionment, the Outgoings will be apportioned between the vendor and the purchaser in the same proportion that the area of the land shown on the Plan bears to the total area of the lots on the Plan in respect of which the Outgoings are assessed; and
- 42.2.2 Any personal or statutory benefit available to any party shall be disregarded; and
- 42.2.3 The vendor may pay all Outgoings when they are due to be paid and the purchaser cannot require them to be paid on an earlier date;
- 42.3 Notwithstanding clause 42.2.3, the Outgoings will be adjusted as if they had been paid by the vendor as at the date for completion.
- 42.4 The purchaser shall accept the title and shall comply with this contract notwithstanding that the property may be subject to a charge for any unassessed land tax at the date for completion. The purchaser will on the date for completion accept the vendor's undertaking to pay all such land tax (subject to any necessary adjustment made at completion if this contract provides that land tax is adjustable).

43 Requisitions on Title

The Purchaser acknowledges that:

- 43.1 the purchaser is taken to have made requisitions on title in the form annexed to this contract; and
- 43.2 the vendor's responses to those requisitions are attached to this contract.

44 Guarantee

In the event of the purchaser being a proprietary company, it shall simultaneously with the execution of this contract obtain the execution of a guarantee by all its directors in the form of the annexed guarantee and indemnity.

45 Assignment

- 45.1 The purchaser acknowledges and agrees that the vendor may, at any time prior to the settlement date, assign its rights and obligations under this contract to a third party ("**Assignee**").
- 45.2 The purchaser consents to any assignment by the vendor and agrees that:
 - 45.2.1 Upon request by the vendor, it will promptly sign and return to the vendor any document in relation to the assignment; and
 - 45.2.2 It will perform all of the purchaser's obligations under the contract in favour of and for the benefit of any Assignee as if the Assignee were the vendor named in this contract.

46 Foreign Investment Review Board

- 46.1 The purchaser warrants to the vendor that this contract either:

- 46.1.1 Is not examinable by the Foreign Investment Review Board ("**FIRB**") under the Foreign Acquisitions and Takeovers Act 1975 ("**FIRB Act**"); or
- 46.1.2 Where this contract does fall within the FIRB Act and requires FIRB approval, the purchaser has obtained unconditional FIRB approval.
- 46.2 The purchaser will indemnify and keep indemnified the vendor against any loss, damage or liability the vendor may suffer or incur as a result of a breach of the warranty in this special condition.

47 Telecommunications services

- 47.1 The purchaser acknowledges that:
 - 47.1.1 the vendor is not responsible for the connection of telecommunications services to the property beyond making the property ready for connection to telecommunications services in accordance with the telecommunications network or service provider nominated by the vendor;
 - 47.1.2 the vendor has no control over the timing of the connection of telecommunications services to the property which is solely the responsibility of the telecommunications network or service provider engaged to connect such services;
 - 47.1.3 if the telecommunications network or service provider has not connected telecommunication services to the property when such services are required, Telstra or such other provider as may be declared by the relevant authority is required to do so in accordance with the Universal Service Obligation;
 - 47.1.4 the vendor has no control over the type of telecommunication service or location of telecommunication infrastructure provided in accordance with the Universal Service Obligation.
- 47.2 The purchaser will make no objection or claim any compensation against the vendor in respect of the timing or type of telecommunication service provided to the property or the location of telecommunication infrastructure on, around or in the property.
- 47.3 For the purposes of this clause, "Universal Service Obligation" means the universal service obligations set out under the *Telecommunications (Consumer Protection and Service Standards) Act 1999* (Cth).

48 Indemnity

Subject to any provision to the contrary in this contract the purchaser will indemnify and keep indemnified the vendor against all claims, demands, proceedings, judgements, damages, costs and losses of any nature whatsoever which the vendor may suffer, sustain or incur in connection with or relating to any liability, claim, action, demand, suit or proceedings howsoever arising made or incurred on or subsequent to the settlement date or from events or occurrences happening or arising on or subsequent to the settlement date out of or in respect of the Property or any act, matter or thing occurring thereon.

49 Whole agreement

- 49.1 The covenants, provisions, terms and agreements contained in this contract expressly or by statutory implication cover and comprise the whole of the agreement between the parties.
- 49.2 No further or other covenants agreements provisions or terms shall be deemed to be implied in this contract or to arise between the parties by way of collateral or other agreement by reason of any promise, representation, warranty or undertaking given or made by either party to the other on or before the execution of this contract.
- 49.3 The purchaser acknowledges and agrees that the contents of any promotional material created or commissioned by the vendor in respect of the Development or the property does not constitute promises or representations by the vendor to the purchaser.

50 Execution of necessary documents

Each party to this contract will execute and deliver all such documents, instruments and writings and will do or procure to be done all acts and things necessary, desirable or reasonable to give effect to this contract.

51 Personal Information

- 51.1 "Personal Information" means information or an opinion (including that forming part of a database), whether recorded in a material form or not, about any natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion.
- 51.2 The purchaser hereby consents to the following uses and disclosures by the vendor, its estate agent and its solicitor in respect of Personal Information relating to the purchaser namely:
 - 51.2.1 the use of Personal Information for the purpose of complying with the vendor's obligations under this contract and to enforce the vendor's rights under this contract;
 - 51.2.2 the disclosure of Personal Information to fencing contractors and owners of adjoining land for the purpose of assisting them in complying with their obligations and enforcing their rights in relation to the fencing of the property; and
 - 51.2.3 the disclosure of Personal Information to surveyors, engineers and other parties who are engaged by the vendor to carry out works which may affect the property.

52 Default

The purchaser shall not be deemed to have satisfied any default under this contract until the purchaser has reimbursed the vendor for the vendor's legal costs and disbursements calculated on a solicitor/client basis.

53 Interpretation

Wherever appearing in this contract words importing persons will include corporations, words importing the singular or plural numbers will include plural and singular number respectively, words importing a particular gender will include all genders as the case may require and references to statutes will include any statutes amending consolidating or replacing the same and any headings are for ease of reference only and shall not affect the construction of this contract.

54 Non-merger

Any clause of this contract which is capable of taking effect after completion of this contract will not merge on completion of this contract but will continue with full force and effect.

55 Contract subject to finance

☐ If this square box is marked with an "X" this contract is made subject to the purchaser obtaining finance approval and the provisions of this clause 55 shall apply to this contract.

55.1 If this contract is made subject to the purchaser obtaining finance approval the following details apply:

Lender: _____
Loan Amount: \$ _____ Approval Date: _____

55.2 This contract is subject to and conditional upon the Lender approving a loan for the Loan Amount by the Approval Date or any later date allowed by the vendor.

55.3 The purchaser may end this contract if the loan is not approved by the Approval Date, but only if the purchaser:

55.3.1 immediately applied for the loan; and

55.3.2 did everything reasonably required to obtain approval for the loan; and

55.3.3 serves written notice rescinding this contract on the vendor within 2 clear business days after the Approval Date or any later date allowed by the vendor; and

55.3.4 is not in default under any other clause of this contract when notice is given in accordance with clause 55.3.3,

55.4 In the event that the purchaser seeks to end the contract pursuant to clause 55.3 then the purchaser shall be deemed not to have satisfied the requirements of that clause until the purchaser has provided to the vendor *inter alia* an original letter from the Lender which is addressed to the vendor or the vendor's solicitors which verifies that the purchaser has complied fully with the requirements of clauses 55.3.1 and 55.3.2 and the purchaser or the purchaser's Lender provide to the vendor such other evidence of compliance which the vendor may reasonably require.

55.5 If the purchaser rescinds this contract pursuant to clause 55.3 then the provisions of clause 19 shall apply.

56 Purchaser's maintenance of Street Trees

56.1 The vendor or its related entities, including contractors, are required to maintain the landscape work as required by the development approval obtained by the vendor and landscape specifications for a period of 18 months from the date of practical completion ("the Maintenance Period"). This includes street trees which are planted in the nature strip abutting the property ("Street Trees").

- 56.2 The vendor will comply with its maintenance obligations pursuant to the development approval and landscape specifications; however, **should any Street Trees be replaced with another species, moved, removed, damaged or die as a result of being replaced with another species, moved, removed, damaged or otherwise interfered with within the Maintenance Period, the vendor will arrange the replacement of those Street Trees and the purchaser shall reimburse the vendor the cost of same within 14 days of being provided with a copy of a tax invoice by the vendor.**
- 56.3 The purchaser must not until after the Maintenance Period has expired sell, transfer, assign or nominate a substitute or additional purchaser of the property without the vendor's written consent, which may be withheld in the vendor's absolute discretion or granted subject to conditions.
- 56.4 If the purchaser sells, transfers or otherwise disposes of the property before the Maintenance Period has expired the purchaser must enter into, and must procure the proposed purchaser, disposee or transferee to enter into a deed, prepared by the vendor's solicitors at the purchaser's cost, with the vendor under which the subsequent purchaser, disposee or transferee agrees to comply with the purchaser's obligations under this contract.
- 56.5 The purchaser acknowledges and understands that any common law right of the purchaser to nominate and additional or substitute purchaser is excluded from this contract to the extent that it is not permitted pursuant to this clause.
- 56.6 The obligations placed upon the purchaser in this clause 56 shall continue for the benefit of the vendor after settlement.

57 Late completion

In the event that completion is not effected on the nominated day due to the purchaser's default, the purchaser shall pay to the vendor on completion, in addition to the balance of the purchase price, 10% interest per annum calculated daily on the balance of the purchase price from the date nominated for completion until and including the actual day of completion, provided always that there shall be an abatement of interest during any time that the purchaser is ready, willing and able to complete and the vendor is not.

GUARANTEE AND INDEMNITY

TO Kiely Road Projects Pty Ltd ACN 646 408 620 of 47 Queen Street, Bendigo 3550

IN CONSIDERATION of your entering into the within contract of sale ("the Contract") with the purchaser named and described in the Schedule ("the Purchaser") at our request, we the persons named and described in the Schedule as "Guarantors" hereby jointly and severally **AGREE WITH AND GUARANTEE AND INDEMNIFY** you as follows:

1. The Guarantors shall pay you on demand all moneys payable pursuant to the Contract which are not paid by the Purchaser within the time prescribed in the Contract for payment thereof whether demand for the same has been made by you on the Purchaser or not.
2. The Guarantors shall observe and perform on demand by you all covenants, conditions, obligations and liabilities binding the Purchaser with which the Purchaser does not comply within the time prescribed in the Contract for observance or performance thereof whether demand for such observance or performance has been made by you on the Purchaser or not.
3. You may without affecting the obligations of the remaining Guarantors under this Guarantee and Indemnity grant time or other indulgence to or compound or compromise with or release the Purchaser, any of the Guarantors under this Guarantee and Indemnity or any person or corporation liable jointly with the Guarantors or any of them in respect of any other Guarantee or security or release, part with, abandon, vary relinquish or renew in whole or in part any security document of title asset or right held by you.
4. All moneys received by you from or on account of the Purchaser including any dividends upon the liquidation of the Purchaser or from any other person or corporation or from the realization or enforcement of any security capable of being applied by you in reduction of the indebtedness of the Purchaser shall be regarded for all purposes as payment in gross without any right on the part of the Guarantors to stand in your place or claim the benefit of any moneys so received until the Guarantors have paid the total indebtedness of the Purchaser.
5. In the event of the liquidation of the Purchaser the Guarantors authorise you to prove for all moneys which the Purchaser has paid under this Contract and to retain and to carry to a suspense account and appropriate at your discretion any dividends received until you have with the aid thereof been paid in full in respect of the indebtedness of the Purchaser to you. The Guarantors in your favour waive all rights against you and the Purchaser and any other person or corporation estates and assets so far as necessary to give effect to anything contained in this Guarantee and Indemnity.
6. Your remedies against the Guarantors are not to be affected by reason of any security held or taken by you in relation to indebtedness of the Purchaser being void or defective or informal.
7. Any demand or notice under this Guarantee may be made in writing signed by you or by any Director or Manager or Secretary for the time being of you and (without prejudice to any other mode of service permitted by law) may be served on the Guarantors by prepaid registered letter addressed to their last known addresses in the State of Victoria. Any notice served by post shall be deemed to have been served the next business day after the date of posting.
8. As a separate and severable covenant the Guarantors HEREBY AGREE to indemnify you not only against the non-payment by the Purchaser of any moneys due under the Contract (including interest due on overdue instalments or principal) but also against and in respect of all costs and charges and expenses whatever which you may incur by reason of any default on the part of the Purchaser in relation to the Contract.
9. This Guarantee and Indemnity shall not be determined by the death of any of us and shall bind our respective legal personal representatives and shall ensure for the benefit of you and your successors and assigns.
10. The expression "the Guarantors" shall wherever used in this Contract mean the Guarantors or any of them and wherever the context permits shall refer to the Guarantors jointly and severally.

SCHEDULE

PURCHASER AND GUARANTOR DETAILS

PURCHASER:

NAME

ADDRESS

.....

of.....

.....

.....

GUARANTORS:

NAME

ADDRESS

.....

of.....

.....

.....

.....

of.....

.....

.....

EXECUTION BY GUARANTORS

DATED the

day of

2022

SIGNED by the Guarantor in the presence of:

)

)

)

(Guarantor)

(Guarantor)

.....

(witness)

SIGNED by the Guarantor in the presence of:

)

)

)

(Guarantor)

(Guarantor)

.....

(witness)

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
 - (a) has either the vendor or any predecessor or the tenant applied to the Consumer, Trader and Tenancy Tribunal for an order?
 - (b) have any orders been made by the Consumer, Trader and Tenancy Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the property for land tax purposes for the current year?

Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15.
 - (a) Have the provisions of the Local Government Act, the Environmental Planning and Assessment Act 1979 and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) 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.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for 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*.
16. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?
17. If a swimming pool is included in the property:
- (a) when did construction of the swimming pool commence?
 - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
 - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
 - (d) are there any outstanding notices or orders?
- 18.
- (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to Requisition (b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations

19. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
20. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the property?
21. Has the vendor any notice or knowledge that the property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the property?
 - (f) any contamination?
- 22.
- (a) Does the property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
 - (b) If so, do any of the connections for such services pass through any adjoining land?
 - (c) Do any service connections for any other property pass through the property?
23. Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property?

Capacity

24. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.

Requisitions and transfer

25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
26. 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.
27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
28. The purchaser reserves the right to make further requisitions prior to completion.
29. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.

ANSWERS TO REQUISITIONS ON TITLE

1. Noted.
2. Not to the vendor's knowledge.
3. Not applicable.
4. Not applicable.
5. Not applicable.
6. Noted.
7. Noted.
8. No.
9. Robertson Hyetts.
10. No.
11. Noted, subject to clause 42.2.3 of the contract.
12. Refer to clause 42 of the contract.
13. The purchaser should make their own enquiries.
14. No.
15. (a) Yes, as far as the vendor is aware.
(b) - (e) Not applicable - vacant land.
16. Not to the vendor's knowledge.
17. Not applicable.
18. (a) Adjoining owner.
(b) No.
(c) Not applicable.
(d) No.
(e) No.
19. No.
20. (a) - (c) Not to the vendor's knowledge.
21. (a) - (f) Not to the vendor's knowledge.
22. (a) The purchaser should make their own enquiries and is referred to the contract.
(b) The purchaser is referred to the contract.

(c) The purchaser is referred to the contract.

23. Not to the vendor's knowledge.

24. Noted.

25. Noted.

26. Noted.

27. Noted.






28. Denied.

29. Noted

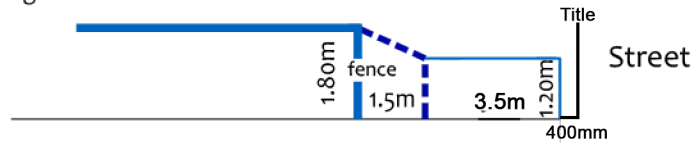
Dated this _____ day of _____ 2021.

Solicitor
For and on behalf of Kiely Road Projects Pty Ltd

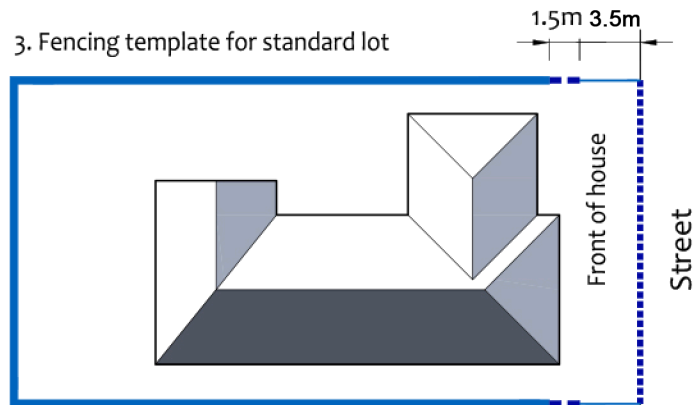
Refer to diagrams below for information regarding boundary fencing location requirements

-  = Colorbond fence in **monument** colour commencing at 1.2m high and continuing for 3.5m
-  = Colorbond fence in **monument** colour commencing at 1.2m and increasing to 1.8m high
-  = Colorbond fence in **monument** colour continuing at 1.8m high
-  = fence design to be submitted to Villawood Properties for approval
-  = Front fence not permitted

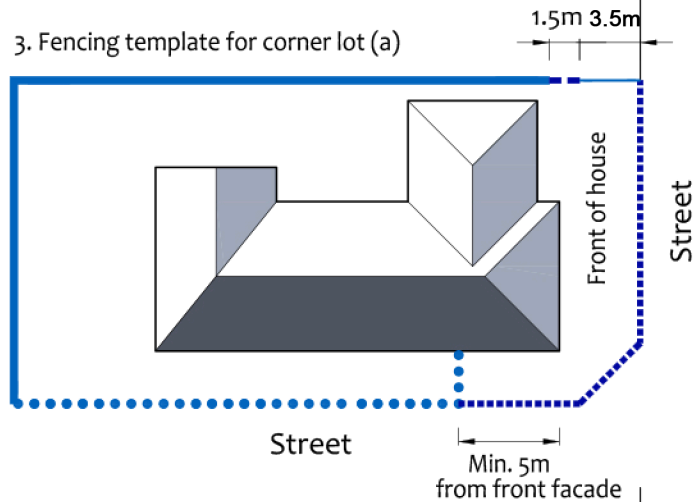
1. Fencing detail for side fence



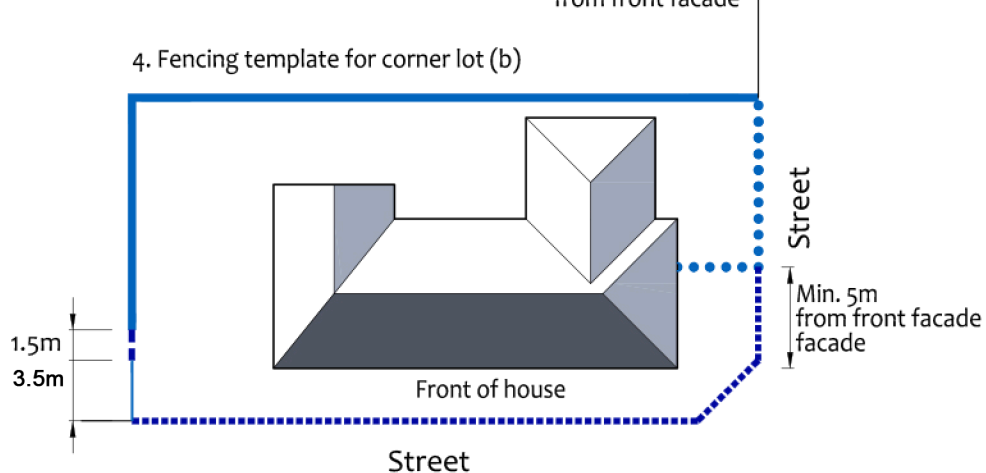
3. Fencing template for standard lot



3. Fencing template for corner lot (a)



4. Fencing template for corner lot (b)





FOLIO: 232/751152

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
4/8/2021	10:27 AM	8	26/4/2021

LAND

LOT 232 IN DEPOSITED PLAN 751152
AT MOAMA
LOCAL GOVERNMENT AREA MURRAY RIVER
PARISH OF MOAMA COUNTY OF CADELL
(FORMERLY KNOWN AS PORTION 232)
TITLE DIAGRAM CROWN PLAN 1075.1817

FIRST SCHEDULE

KIELY ROAD PROJECTS PTY LTD (T AQ989246)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND
CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 DP1203325 EASEMENT FOR LEVEE BANK PURPOSES 21 METRE(S) WIDE
AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1203325
- 3 DP1213540 EASEMENT TO DRAIN WATER 10 METRE(S) WIDE AFFECTING
THE PART(S) SHOWN SO BURDENED IN DP1213540
- 4 DP1213540 RIGHT OF CARRIAGEWAY 10 METRE(S) WIDE APPURTENANT TO
THE LAND ABOVE DESCRIBED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Cancel P^o C10621817

Subdivision

PLAN OF PORTION 232

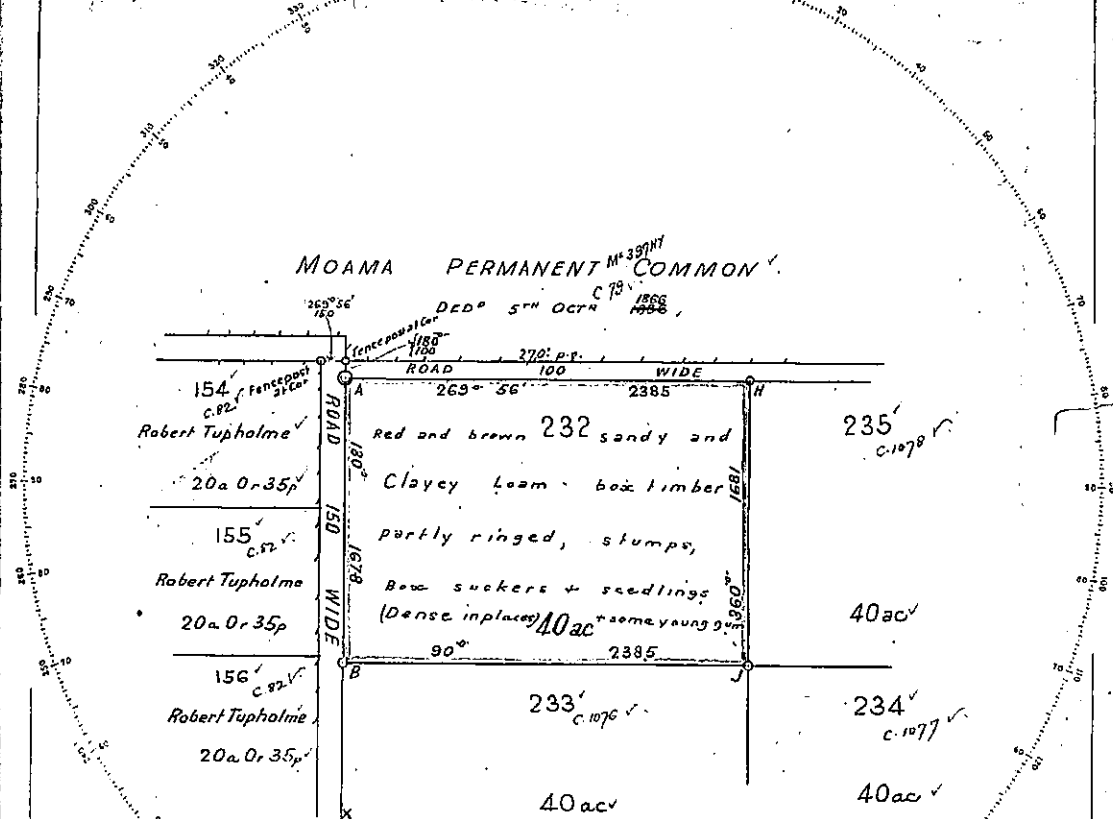
County of Cadell Parish of Moama

Land District Deniliquin Land Board District Hay Central Division

RESUMED AREA N^o

PASTORAL HOLDING 28

Applied for under the Section of the Crown Lands Act of by
 Within Moama Suburban Boundaries Notified 18th September 07
 Within Moama Suburban Boundaries Notified 18th September 07
 SpL 0815 of 22nd April (By Tindal) John Kieley for Grazing & Agriculture Approved from 29-7-08 to 31-12-21 vide Cap 29-7-08
 now CP 12.13 July 31st (Sec 11.01.08)
 CPL 12.7 11/4/08 John Kieley 28 (Moama Suburban Boundaries)



PLAN MICROFILMED

NO ADDITIONS OR AMENDMENTS TO BE MADE

Azimuth taken from A.X.

Field Book Vol. 7332 Folio 3

PERMANENT MARK
 Bottle 180° 5 Links from A

Reference to Corners

Corners	Bearing	From	Links	N ^o on Plan
A	58° 00'	Box	53.0	232
B	296° 10'	Box	20.6	232-233
H	340° 44'	Dead Box	107.6	232-235
J	5° 35'	Box	79.1	232-233-234-235

Improvements Nil

Reference to Traverse

Line	Bearing	Distance
1	180° 5'	5 Links
2	180° 5'	5 Links
3	180° 5'	5 Links
4	180° 5'	5 Links
5	180° 5'	5 Links
6	180° 5'	5 Links
7	180° 5'	5 Links
8	180° 5'	5 Links
9	180° 5'	5 Links
10	180° 5'	5 Links

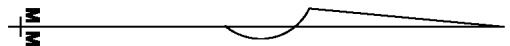
STANDARD TRACING
 PREPARED 18-10-07

Scale 8 Chains to an Inch

I hereby certify that I in person made and on the 3rd August 1907 completed the survey represented on this plan on which are written the bearings and lengths of the lines measured by me and I declare that the survey has been executed in accordance with the regulations published for the guidance of Licensed Surveyors and the practice of the Department of Lands.

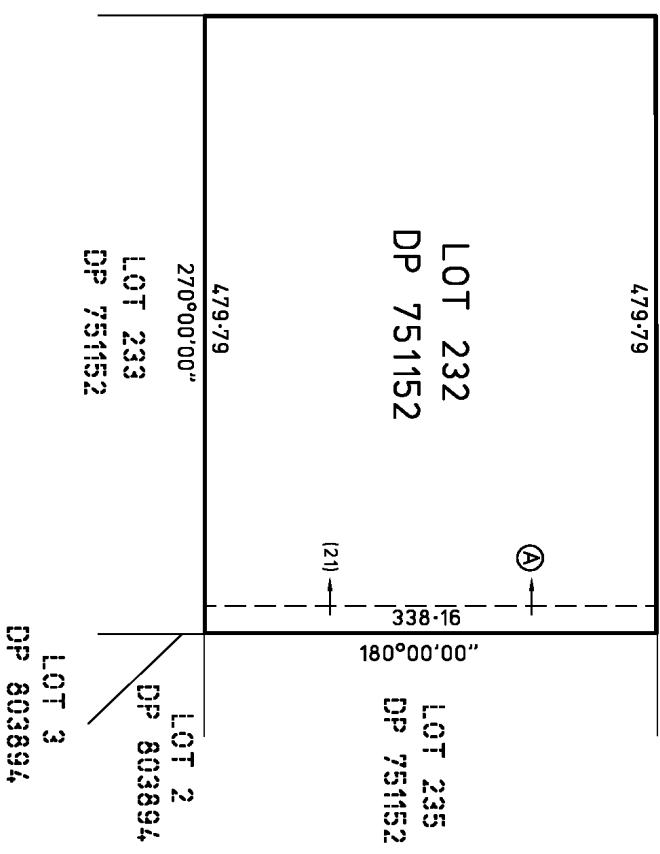
George T. Kieley Licensed Surveyor
 Transmitted to the District Surveyor with my letter of 3rd August 1907 No 124.

Voucher N^o ... Passed ...
 Calculation Book N^o ...
 Checked and Charted ...
 Examined ...
 Plan approved ...
 for 40 acres
 John Kieley
 Draftsman in charge



ROAD (30.175 WIDE)

ROAD (20.115 WIDE)



Ⓐ EASEMENT FOR LEVEE BANK PURPOSES
21 WIDE

Surveyor: BRIAN J. HARLAND		PLAN OF CREATION OF EASEMENT		LGA: MURRAY		Registered		DP1203325	
Date of Survey: _____		LOT 232 DP751152		Locality: MOAMA		4.12.2014			
Surveyor's Ref: 2014, M7100 (456) COMP				Subdivision No:					
				Lengths are in metres. Reduction Ratio 1: 4000					



10	20	30	40	50	60	Table of mm	100	110	120	130	140	150
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PLAN FORM 6 (2013)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

<p>Registered:  4.12.2014</p> <p>Title System: TORRENS</p> <p>Purpose: EASEMENT</p>	<p>Office Use Only</p> <p>Is Only</p> <p></p> <p>DP1203325 S</p>
<p>PLAN OF CREATION OF EASEMENT</p> <p>LOT 232 DP751152</p>	<p>LGA: MURRAY</p> <p>Locality: MOAMA</p> <p>Parish: MOAMA</p> <p>County: CADELL</p>
<p>Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>	<p>Survey Certificate</p> <p>I, Brian J. Harland of 21 Nish Street, Echuca VIC 3564 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p><i>*(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on</i></p> <p><i>*(b) The part of the land shown in the plan (*being/*excluding ^.....) was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on..... the part not surveyed was compiled in accordance with that Regulation.</i></p> <p><i>*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012.</i></p> <p>Signature: <u>Brian J. Harland</u> Dated: <u>1.5.2014</u></p> <p>Surveyor ID: 1214</p> <p>Datum Line: N/A</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Steep-Mountainous.</p> <p><i>*Strike through if inapplicable.</i></p> <p><i>^Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</i></p>
<p>Subdivision Certificate</p> <p>I, <u>Margot Stark</u> <i>*Authorised Person/*General Manager/*Accredited Certifier</i>, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: <u>[Signature]</u></p> <p>Accreditation number: <u>N/A</u></p> <p>Consent Authority: <u>Murray Shire Council</u></p> <p>Date of endorsement: <u>24 July 2014</u></p> <p>Subdivision Certificate number: <u>14/14</u></p> <p>File number: <u>N/A</u></p> <p><i>*Strike through if inapplicable.</i></p>	<p>Plans used in the preparation of survey/compilation.</p> <p>C.1075.1817</p> <p>If space is insufficient continue on PLAN FORM 6A</p>
<p>Statements of intention to dedicate public roads, public reserves and drainage reserves.</p> <p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	<p>Surveyor's Reference: S6165A 2014 M7100 (456) COMP</p>

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

Office Use Only

Use Only

Registered:  4.12.2014

DP1203325

PLAN OF CREATION OF EASEMENT
LOT 232 DP751152

This sheet is for the provision of the following information as required:

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

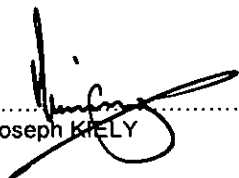
Subdivision Certificate number: -


Date of Endorsement: -

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

1. (A) EASEMENT FOR LEVEE BANK PURPOSES
21 WIDE

x 
Dorothy Anne KIELY

x 
Michael Joseph KIELY

x 
William Kevin KIELY

If space is insufficient use additional annexure sheet

Surveyor's Reference: S6165A 2014 M7100 (456) COMP

Instrument setting out terms of Easement or Profits à Prendre intended to be created or released and of Restrictions on the Use of Lot or Positive Covenants intended to be created or released pursuant to section 88B Conveyancing Act 1919.



DP1203325 B

(Sheet 1 of 3 sheets)

Plan of Creation of Easement of Lot 232 DP 751152 covered by Subdivision Certificate No.

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

**Dorothy Anne KIELY
Michael Joseph KIELY
William Kevin KIELY
29 Nish Street, Echuca VIC 3564**

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	(A) Easement to for Levee Bank Purposes 21 metres wide	Lot 232 in DP 751152	Murray Shire Council

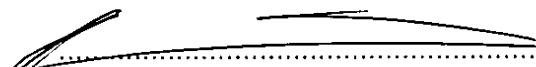
Part 2

TERMS OF EASEMENT FIRSTLY REFERRED TO IN ABOVE MENTIONED PLAN

1. The Authority benefited may:

- 1.1 construct and maintain on the lot burdened a levee bank as is reasonably necessary to prevent the passage of floodwater; and
- 1.2 do anything reasonably necessary for that purposes including entering the lot burdened to;
 - 1.2.1 to construct, repair, replace, maintain, remove, extend, expand, improve, reconstruct, or do any other things that is considered necessary or appropriate for the work and for these purposes, to carry out any work on, below or above the surface of the lot burdened;
 - 1.2.2 to ascertain the character and condition of the levee bank;
 - 1.2.3 to carry out any investigation, or inspection, take levels, drill test bore-holes, make surveys and marks, and fix pegs and stages, for the purpose of determining the site of any proposed work; and
 - 1.2.4 taking anything onto the lot burdened

Approved by the Murray Shire Council


General Manager

DP1203325

(Sheet 2 of 3 sheets)

Plan of Creation of Easement of Lot 232 DP 751152 covered
by Subdivision Certificate No.

-
2. The Owner of the lot burdened must not:
 - 2.1 interfere with the levee bank; or
 - 2.2 use the site of this easement, or any other part of the lot burdened or any other land in a way that may adversely affect the stability of the levee bank.
 3. If the Owner of the lot burdened does or allows anything to be done which damages the levee bank or impairs its effectiveness, the Authority may serve a notice on the Owner requiring the Owner to repair or remove the impairment within 14 days.
 4. If the Owner does not comply with the notice, the Authority may enter and repair the damage or remove the impairment and may recover any reasonable costs from the Owner of the burdened lot burdened.
 5. The Authority must ensure that as little damage as possible is caused by the exercise of its power under clause 1 above and must repair any damage so caused.

Approved by the Murray Shire Council

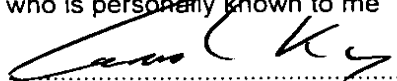

General Manager

(Sheet 3 of 3 sheets)

Plan: **DP1203325**

Plan of Creation of Easement of Lot 232 DP 751152 covered
by Subdivision Certificate No.

Signed in my presence by
Dorothy Anne KIELY
who is personally known to me ,



Signature of Witness



Dorothy Anne KIELY

GERARD KIELY

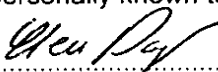
Name of Witness (BLOCK LETTERS)

25 ADAMIDE ST
WENTWORTH NSW 2604

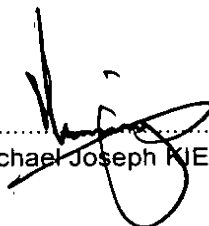
Surveyor / Project Manager

Address and Occupation of Witness

Signed in my presence by
Michael Joseph KIELY
who is personally known to me



Signature of Witness



Michael Joseph KIELY

STEVEN L PALLING

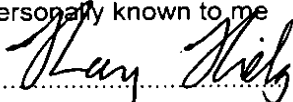
Name of Witness (BLOCK LETTERS)

3 ROBERTS CT ECHUCA

CHARTERED ACCOUNTANT

Address and Occupation of Witness

Signed in my presence by
William Kevin KIELY
who is personally known to me



Signature of Witness



William Kevin KIELY

KAY KIELY

Name of Witness (BLOCK LETTERS)

116 BARNES RD MOAMA

DATA INPUT OPERATOR

Address and Occupation of Witness

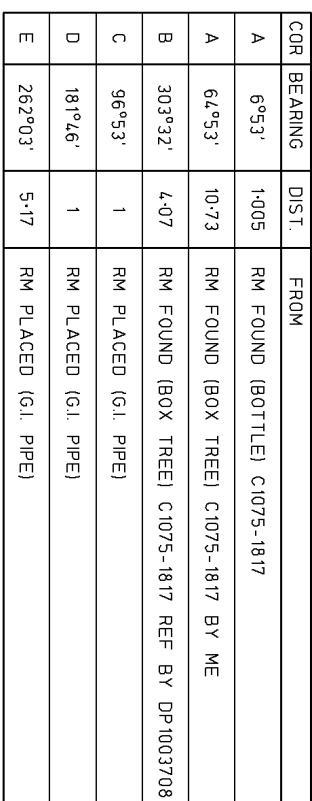
Approved by the Murray Shire Council


General Manager

REGISTERED



4.12.2014



CLAUSE 36(1)(b) AND CLAUSE 6(12) OF THE SURVEYING AND SPATIAL INFORMATION REGULATION 2012					
MARK	MGA EASTING	MGA NORTHING	CLASS	ORDER	ORIGIN
PM80522	298580-268	6002525-581	C	3	SCIMS/DATUM
SSM16426	298800-232	6002220-302	B	2	SCIMS/DATUM
SSM15977	298818-215	6002497-154	C	3	SCIMS
SSM55992	298840-946	6002323-102	C	3	SCIMS
MGA CO-ORDINATES ADOPTED FROM SCIMS AS AT 13th MARCH 2015					
COMBINED SCALE FACTOR 1000083494. ZONE 55					

REFERENCE MARKS

COR	BEARING	DIST.	FROM
A	6°53'	1-005	RM FOUND (BOTTLE) C1075-1817
A	64°53'	10-73	RM FOUND (BOX TREE) C1075-1817 BY ME
B	303°32'	4-07	RM FOUND (BOX TREE) C1075-1817 REF BY DP1003708
C	96°53'	1	RM PLACED (G.I. PIPE)
D	181°46'	1	RM PLACED (G.I. PIPE)
E	262°03'	5-17	RM PLACED (G.I. PIPE)

— 3 —

Date of Survey: 11th MARCH 2015

Surveyor's Ref: S6295

PLAN OF CREATION OF EASEMENT AFFECTING

LOTS 232 & 233 DP751152


LGA: MURRAY

Locality: MOAMA

Subdivision No: _____

Lengths are in metres. Reduction Ratio 1: 4.000

Registered



20.10.2015





DP1213540

PLAN FORM 6 (2013)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

Registered:  20.10.2015 Title System: TORRENS Purpose: EASEMENT	Office Use Only  DP1213540 S Use Only
PLAN OF CREATION OF EASEMENT AFFECTING LOTS 232 & 233 DP 751152	LGA: MURRAY Locality: MOAMA Parish: MOAMA County: CADELL
Crown Lands NSW/Western Lands Office Approval I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office:	Survey Certificate I, <u>Brian J Harland</u> of <u>21 Nish Street, Echuca VIC 3564</u> a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on 19 JANUARY 2015. *(b) The part of the land shown in the plan being the western boundary of Lots 232 and 233 DP751152 was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> , is accurate and the survey was completed on, 11 March 2015 the part not surveyed was compiled in accordance with that Regulation. *(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012. Signature: <u>B Harland L.S.</u> Dated: <u>12.5.2015</u> Surveyor ID: <u>1214</u> Datum Line: <u>X-Y 144°13'33"</u> Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous . *Strike through if inapplicable. ^Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.
Subdivision Certificate I, *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: Accreditation number: Consent Authority: Date of endorsement: Subdivision Certificate number: File number: *Strike through if inapplicable.	Plans used in the preparation of survey/compilation. C1075-1817 C1212-1817 DP 794396 DP 1003708 DP 1004476 DP 1077262 If space is insufficient continue on PLAN FORM 6A Surveyor's Reference: S6295
Statements of intention to dedicate public roads, public reserves and drainage reserves. Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	

PLAN FORM 6A (2013)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Office Use Only

Registered:  20.10.2015

PLAN OF CREATION OF EASEMENT
AFFECTING

LOTS 232 & 233 DP 751152

DP1213540

This sheet is for the provision of the following information as required:

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

Subdivision Certificate number:


Date of Endorsement:

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

1. EASEMENT TO DRAIN WATER 10 WIDE (A)

2. RIGHT OF CARRIAGEWAY 10 WIDE (B)

Executed by Dorothy Anne Kiely in the
presence of:


Signature of witness

Corinne Julie O'Halloran
Justice of Peace NSW
Reg No. 116379

Full name of witness (print) 27 Darling St, Wentworth NSW 2648

Address of witness (print)

Executed by Michael Joseph Kiely in the
presence of:



Signature of witness

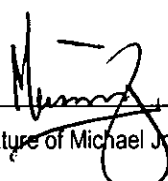
TRENT EACOTT

Full name of witness (print)

6 DUMFRIES CRT, MAMA, 2731

Address of witness (print)

Anne
X 
Signature of Dorothy Anne Kiely


Signature of Michael Joseph Kiely

If space is insufficient use additional annexure sheet

Surveyor's Reference: S6295

PLAN FORM 6A (2013)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

Office Use Only

Office Use Only

Registered:  20.10.2015

DP1213540

PLAN OF CREATION OF EASEMENT
AFFECTING

LOTS 232 & 233 DP 751152

This sheet is for the provision of the following information as required:

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

Subdivision Certificate number:

Date of Endorsement:

Executed by William Kevin Kiely in the
presence of:

Signature of witness

Signature of William Kevin Kiely

Full name of witness (print)

6 DUMFRIES CRT MOAMA 2731

Address of witness (print)

Executed for and on behalf of Oliver Hume

Property Funds (Nicholas Dr) Moama Pty

Ltd ACN 159 790 931 by its attorney Peter

Alan Lanigan under power of attorney dated

24 April 2015, in the presence of:

Signature of witness

Signature of attorney

Matthew Michael Moses

A natural person who is an Australian Legal
Practitioner within the meaning of the Legal
Profession Act 2004 (VIC)

114 Albert Road, South Melbourne VIC 3205

Address of witness (print)

By executing this deed the attorney states that the attorney
has not received notice of revocation of the power of
attorney at the date of executing this deed.

If space is insufficient use additional annexure sheet

Surveyor's Reference: S6295

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

(Sheet 1 of 3 sheets)



DP1213540 B

Plan of Easement affecting
Lots 232 and 233 in DP 751152

Date: *7 September* 2015

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

OLIVER HUME PROPERTY FUNDS (NICHOLAS
DR) MOAMA PTY LTD
ACN 159 790 931
Level 2, 4 Riverside Quay
SOUTHBANK VIC 3006

DOROTHY ANNE KIELY, MICHAEL JOSEPH KIELY
AND WILLIAM KEVIN KIELY
Lot 232 Deposited Plan 751152, Nicholas Drive
Moama NSW 2731

PART 1. (Creation)

Number of item shown in the intention panel on the plan:	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to Drain Water 10 wide	Lot 232 DP 751152	Lot 233 DP 751152
2	Right of Carriage Way 10 wide	Lot 233 DP 751152	Lot 232 DP 751152

(Sheet 2 of 3 sheets)

DP1213540

Plan of Easement affecting
Lots 232 and 233 in DP 751152

PART 2. (Terms)

1. **Name of person having the power to release, vary or modify the Easement to Drain Water firstly referred to is Oliver Hume Property Funds (Nicholas Drive) Moama Pty Ltd ACN 159 790 931, its successors or assigns.**
2. **Terms of Right of Carriage Way numbered 2 in the plan**
 - 2.1 The Right of Carriage Way will be extinguished upon completion of the construction of a public road on the easement site by Oliver Hume Property Funds (Nicholas Dr) Moama Pty Ltd ACN 159 790 931.

Name of person having the power to release, vary or modify the Right of Carriage Way secondly referred to is Dorothy Anne Kiely, Michael Joseph Kiely and William Kevin Kiely, their successors or assigns.

Executed for and on behalf of Oliver Hume Property Funds (Nicholas Dr) Moama Pty Ltd ACN 159 790 931 by its attorney Peter Alan Lanigan under power of attorney dated 24 April 2015, in the presence of:

registered BK 4690 NO 750



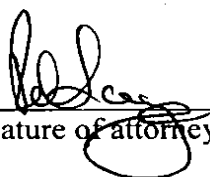
Signature of witness

Matthew Michael Moses
A natural person who is an Australian Legal Practitioner within the meaning of the Legal Profession Act 2004 (VIC)

114 Albert Road, South Melbourne VIC 3205

Lot 2, 4 Riverside Quay

Address of witness (print)



Signature of attorney

By executing this deed the attorney states that the attorney has not received notice of revocation of the power of attorney at the date of executing this deed.

(Sheet 3 of 3 sheets)


DP1213540

Plan of Easement affecting
Lots 232 and 233 in DP 751152

Executed by **Michael Joseph Kiely** in the
presence of:



Signature of witness



Signature of Michael Joseph Kiely

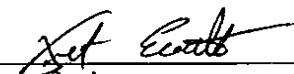
TRENT EACOTT

Full name of witness (print)


6 DUMFRIES CRT, MOAMA, 2731

Address of witness (print)

Executed by **William Kevin Kiely** in the
presence of:



Signature of witness



Signature of William Kevin Kiely


TRENT EACOTT

Full name of witness (print)

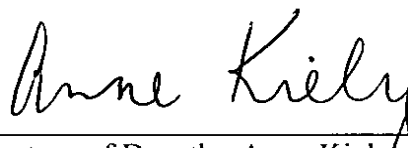
6 DUMFRIES CRT, MOAMA, 2731

Address of witness (print)

Executed by **Dorothy Anne Kiely** in the
presence of:



Signature of witness



Signature of Dorothy Anne Kiely

Corinne Julie O'Halloran

Justice of Peace NSW
Reg No. 116379
27 Darling St, Wentworth NSW 2648

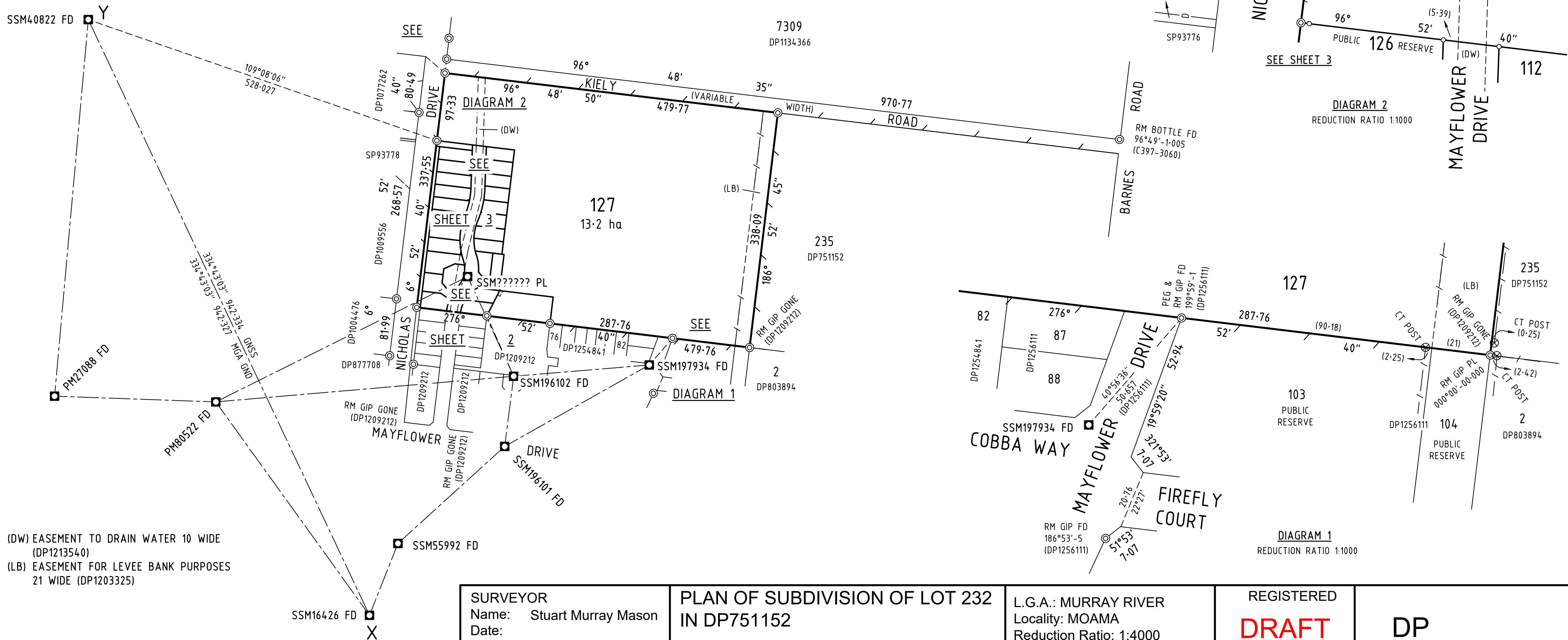
Address of witness (print)

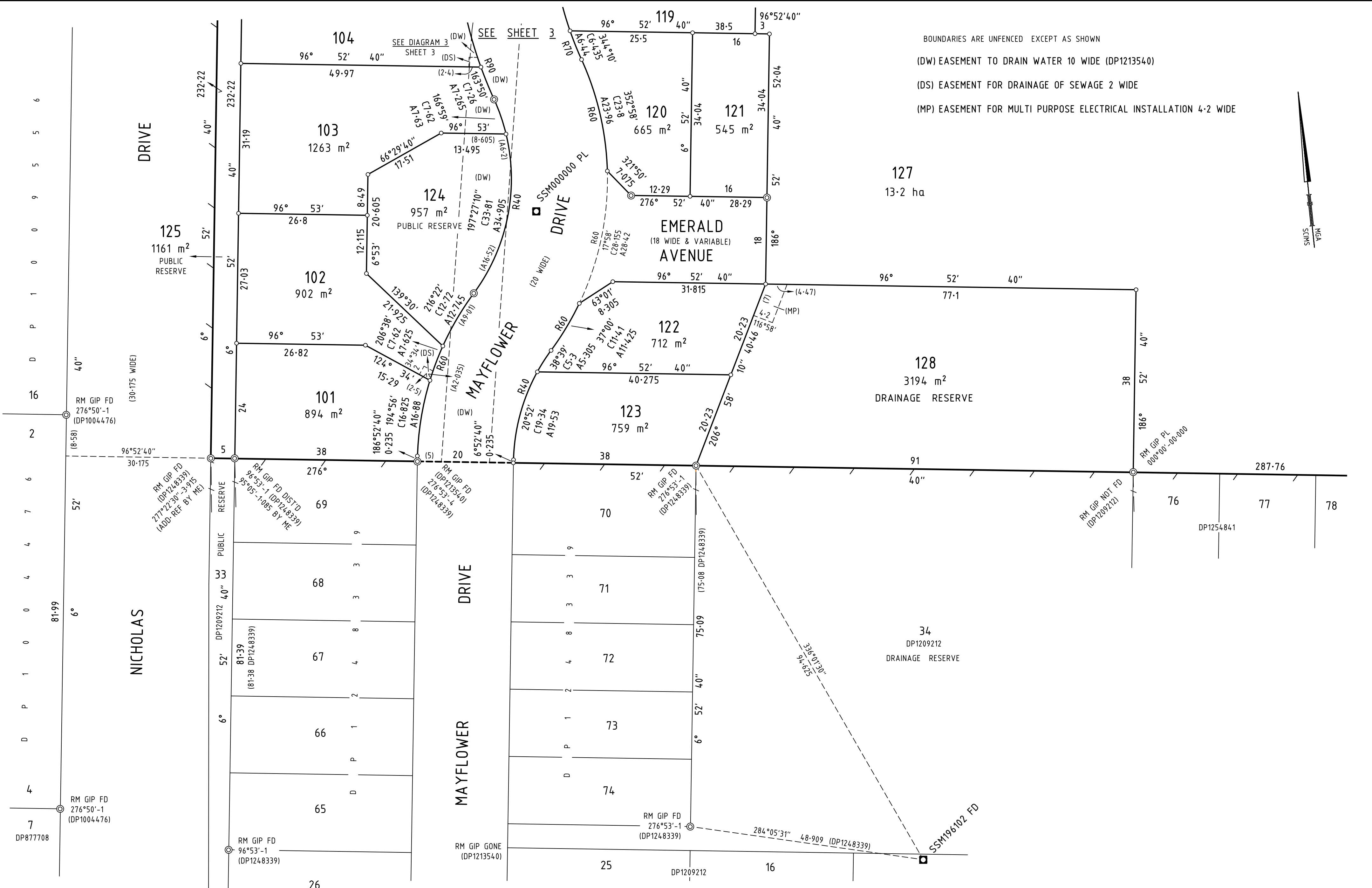
REGISTERED



20.10.2015

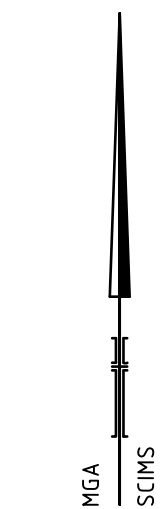
HEIGHT SCHEDULE					
MARK	AHD VALUE	CLASS	PU	HEIGHT DATUM VALIDATION	STATE
PM 27088	94-965	LC	0-09	SCIMS ADOPTED	FOUND
SSM 16426	94-845	B	N/A	FROM SCIMS - DATUM VALIDATION	FOUND
SSM			N/A		PLACED
DATE OF SCIMS VALUES: 18-03-2021 HEIGHT DATUM: AHD71					





0102030405060708090100110120130140150	<p>SURVEYOR Name: Stuart Murray Mason Date: Reference: 308576SV00</p>	<p>PLAN OF SUBDIVISION OF LOT 232 IN DP751152</p>	<p>L.G.A.: MURRAY RIVER Locality: MOAMA Reduction Ratio: 1:500 Lengths are in metres.</p>	<p>REGISTERED DRAFT VER.6 29/06/2021</p>	<p>DP</p>
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										42
										PT46



COORDINATE SCHEDULE						
MARK	MGA CO-ORDINATES		CLASS	PU	METHOD	STATE
	EASTING	NORTHING				
PM 27088	298350-100	6002535-180	C	N/A	FROM SCIMS	FOUND
PM 80522	298580-831	6002527-020	C	N/A	FROM SCIMS	FOUND
SSM 16426	298800-793	6002221-744	B	0-02	FROM SCIMS	FOUND
SSM 40822	298398-304	6003073-876	C	N/A	FROM SCIMS	FOUND
SSM 000000			D	N/A	TRAVERSE	FOUND
SSM 000000			D	N/A	TRAVERSE	PLACED
SSM 000000			D	N/A	TRAVERSE	PLACED
DATE OF SCIMS COORDINATES :18-03-2021 MGA ZONE 55 MGA DATUM: GDA 2020 COMBINED SCALE FACTOR : 1-000083						

GNSS VALIDATION SCHEDULE				
FROM	TO	GRID BEARING	DISTANCE	METHOD
SSM 16426	SSM 40822	334°43'03"	942-334	CORS NRTK
		334°43'03"	942-327	SCIMS
SSM 16426	PM 80522	324°13'33"	376-234	CORS NRTK
		324°13'33"	376-236	SCIMS
PM 80522	PM 27088	272°02'05"	230-865	CORS NRTK
		272°01'32"	230-856	SCIMS
PM 27088	SSM 40822	5°06'59"	540-751	CORS NRTK
		5°06'48"	540-803	SCIMS

SURVEYOR
Name: Stuart Murray Mason
Date:
Reference: 309095SV00

L.G.A.: MURRAY RIVER
Locality: MOAMA
Reduction Ratio: 1:2500
Lengths are in metres.

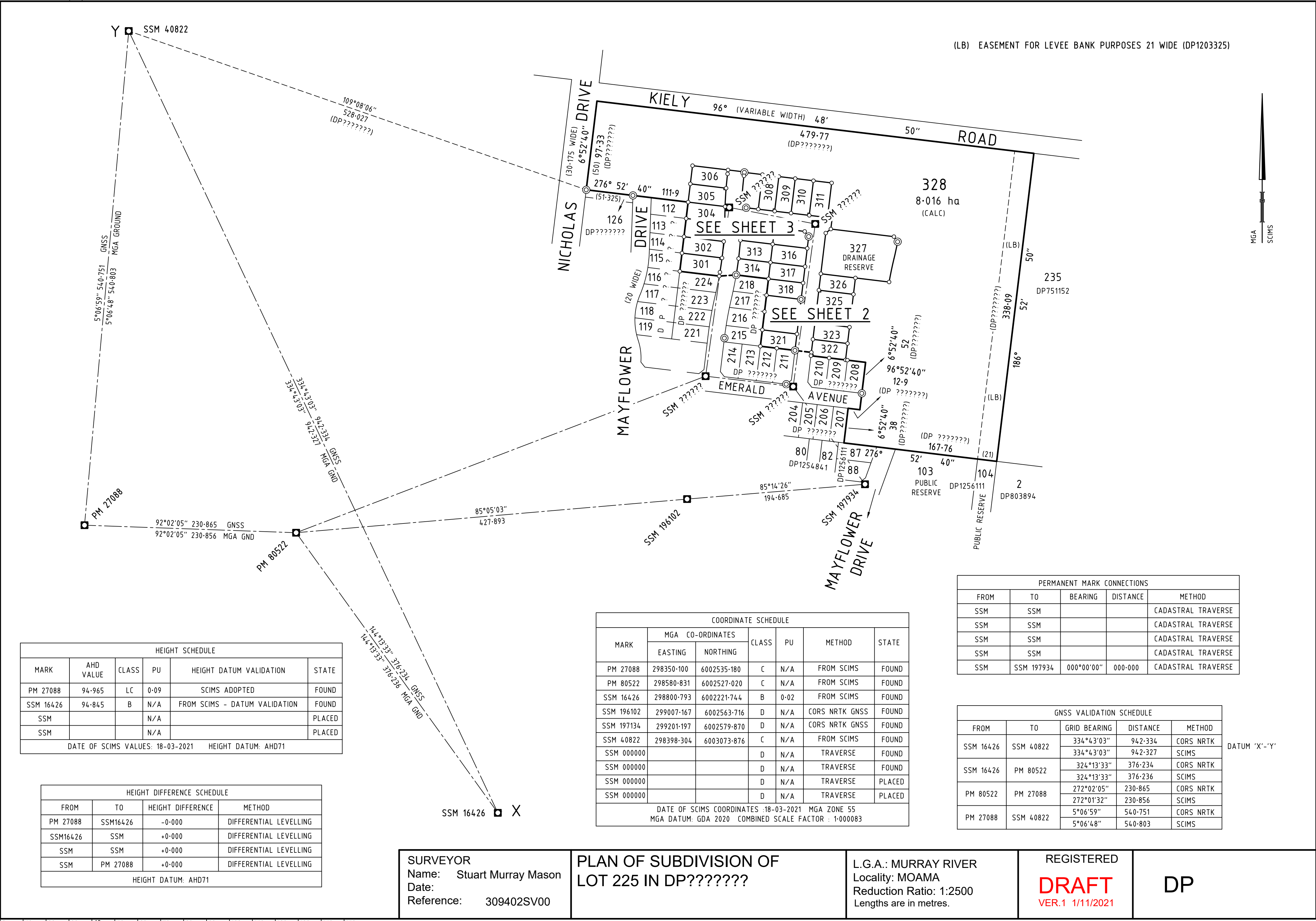
REGISTERED
DRAFT
ER.2 29/06/2021

DP





DP





	<p>SURVEYOR Name: Stuart Murray Mason Date: Reference: 309402SV00</p>	<p>PLAN OF SUBDIVISION OF LOT 225 IN DP????????</p>	<p>L.G.A.: MURRAY RIVER Locality: MOAMA Reduction Ratio: 1:500 Lengths are in metres.</p>	<p>REGISTERED DRAFT VER.1 1/11/2021</p>	<p>DP</p>
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(EP) EASEMENT FOR DRAINAGE OF SEWAGE 2 WIDE

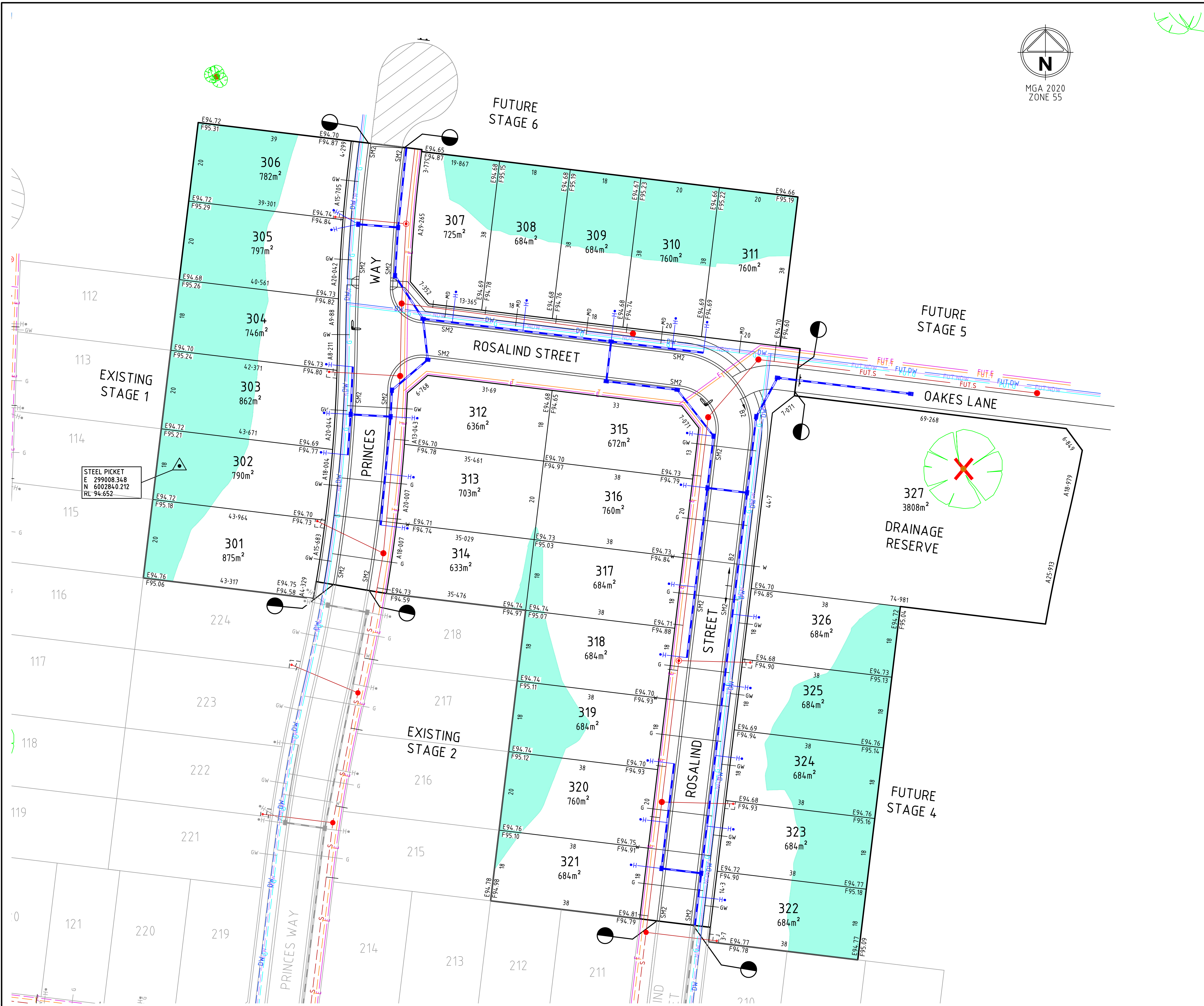


MAYFLOWER (20 WIDE) DRIVE

CONTINUED SHEET 3

0	10	20	30	40	50	60	70	80	90	100	110	120	130	140	150
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file name: 309402C001_001 Sales Plan.dwg Layout name: C001
file location: G:\30\309402\001\MAIDENS GREEN\001\001.dwg Date: 18/02/2022 3:14 PM Sheet 1 of 1 Sheets



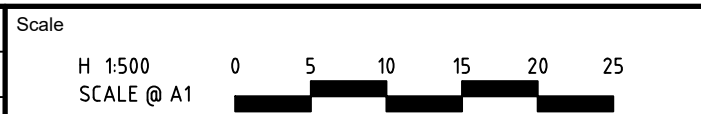
LEGEND

DESCRIPTION	EXISTING	PROPOSED
FILTERED WATER MAIN	DW	DW
RAW WATER MAIN	NDW	NDW
UNDERGROUND ELECTRICITY	E	E
TELECOMMUNICATIONS & SERVICE PIT	T	T
OPTIC FIBRE	OF	OF
GAS MAIN	G	G
BRANCH SEWER & MAINTENANCE STRUCTURE	S	S
SEWER & MAINTENANCE STRUCTURE	S	S
STORMWATER RISING MAIN		
COUNCIL STORMWATER DRAIN AND PIT		
STORM WATER DRAINAGE PROPERTY INLETS		
COUNCIL STORM WATER PITS		
HOUSE DRAIN	H	H
GAS & WATER CONDUITS	GW	GW
CONCRETE VEHICLE CROSSING		
SURFACE CONTOUR MINOR	- 169.00 -	169.00
SURFACE CONTOUR MAJOR	- 168.90 -	168.90
FILL 300-600mm DEPTH		
INDICATIVE SURFACE LEVEL	E123.45	F124.68
INDICATIVE BATTER LEVEL (TOP / TOE)	T124.80	T124.80
EARTHWORKS GRADE		1 in 150
SIGN AND POST		
BOLLARD		
BATTER		
FOOTPATH		
FENCE		

NOTE: LEVELS SHOWN ARE INDICATIVE ONLY AND SUBJECT TO DETAILED DESIGN. LEVELS ARE NOT TO BE USED FOR QUOTING PURPOSES

NOTE: LOCATIONS OF LIGHT POLES, ELECTRICAL PILLARS, TELECOMMUNICATION PITS, WATER VALVES AND HYDRANTS, AND TREES ARE NOT SHOWN ON THIS PLAN

Rev	A	FOR INFORMATION ONLY	J.F	17/02/2022
Rev		Amendments	Approved	Date



System Certified

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Designed	Checked
Authorised	Date FEB 2022

**MAIDENS GREEN
STAGE 3
SALES PLAN
LAYOUT PLAN**
MURRAY RIVER COUNCIL
KIELY ROAD PROJECTS PTY LTD

PRELIMINARY Drg No **309402C001**

Rev **A**

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

(Sheet 1 of 5 sheets)

Plan: Plan of Subdivision of Lot 232 DP751152 covered by
Subdivision Certificate No. Dated

**Full name and address
of the owner of the land: Kiely Road Projects Pty Ltd ACN 646 408 620
of 47 Queen Street, Bendigo Victoria 3550**

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement for drainage of sewage 2 wide	Lots 301, 303, 305, 308, 310, 323 and 325	Murray River Council
2	Restriction on use of land	Each and every lot	Each and every other lot

Part 2 (Terms)

1. TERMS OF RESTRICTION FIRSTLY REFERRED TO IN ABOVEMENTIONED PLAN

Terms of restriction on the use of land numbered 2 in the plan.

The Owner of a burdened lot shall not:

1. erect or re-erect or allow to be erected or re-erected on the lot any building or part of a building which has previously been erected in another location nor use any secondhand building materials (except in accordance with clause 2) in the construction of any building on the lot;
2. erect or cause or allow to be erected on the lot any building other than one private dwelling house (such expression to include any flat, unit or apartment) with outbuilding or garage in accordance with clauses 3 and 4 respectively and such dwelling house shall:
 - 2.1 not be constructed without a garage being constructed at the same time and in accordance with clause 4;
 - 2.2 any dwelling house which has a floor area of:

Plan:

Plan of Subdivision of Lot 232 DP 751152 covered by
Subdivision Certificate No. Dated

- 2.2.1 less than 160 square metres where the burdened lot has an area of 700 square metres or greater, or
 - 2.2.2 less than 140 square metres where the burdened lot has an area of 500 square metres or greater but less than 700 square metres, and

floor area is calculated by including the outer walls but excluding the area of garages, terraces, pergolas or verandahs;
 - 2.3 not be constructed using second hand external wall cladding unless such material is recycled timber and does not comprise more than ten per cent of the total external wall area;
 - 2.4 not be roofed with any material other than non-reflective Colorbond steel sheeting, concrete tiles, slate tiles or terracotta tiles;
 - 2.5 not be used other than as a private residence, unless it is a display home;
 - 2.6 not include a carport; and
- 3. erect or cause to allow to be erected on the lot any outbuilding (other than a garage) which:
 - 3.1 has a floor area of more than 40 square metres or a height of more than 4 metres where the burdened lot has an area of 500 square metres or greater but less than 750 square metres, or
 - 3.2 has a floor area more than 60 square metres or a height exceeding 4 metres where the burdened lot has an area of 750 square metres or greater but less than 1,000 square metres, or
 - 3.3 has a floor area more than 80 square metres or a height exceeding 4 metres where the burdened lot has an area of 1,000 square metres or greater.
 - 3.4 is constructed of materials which are in conformity with those authorised in clause 2 (unless that outbuilding has a floor area of 10 square metres or less); and
 - 3.5 is not fully enclosed.
- 4. Erect or cause or allow to be erected on the lot any garage which:
 - 4.1 if not attached to the dwelling, has a floor area of more than 60 square metres and a height of more than 4.00 metres from the natural ground level;
 - 4.2 is not fully enclosed;
 - 4.3 is not constructed of the same materials used in the construction of a private dwelling house erected or to be erected on the lot; and
 - 4.4 is additional to any garage already erected on the lot.

Plan:

Plan of Subdivision of Lot 232 DP 751152 covered by
Subdivision Certificate No. Dated

5. use or cause or allow to be used any reflective material as external wall cladding or roofing on any building erected on the lot;
6. erect or cause or allow to be erected on the lot any fence (which expression shall include a wall or screen) unless:
 - 6.1 such fence is constructed perpendicular to the street on a side title boundary and of Colorbond in the colour "Momentum" and is set back from the title boundary where it abuts the street by 400 millimetres;
 - 6.2 such fence does not exceed 1.2 metres in height from the natural ground level tapering up to not more than 1.8 metres in height from the natural ground level at a distance which is more than 5 metres from the title boundary where it abuts the street; and
 - 6.3 if a dwelling house has been erected on the lot and the lot has frontage to more than one street ("corner lot") then such a fence may only be erected within 5 metres of one of the title boundaries (excluding that portion of a title boundary which is a splay corner) abutting a street;
7. erect or cause or allow to be erected on lots 2 or 3 where the boundaries of those lots abut the Public Reserve any fence except a fence which is constructed of timber posts and horizontal rails;
8. erect or cause or allow to be erected on the lot any fence (other than a fence referred to in clauses 5 and 6 above) on a side or rear title boundary which is greater in height than 1.8 metres from the natural ground level and which is constructed of any material other than Colorbond in the colour "Momentum";
9. use or cause or allow to be used on the lot any outbuilding, mobile home, caravan, tent or other moveable accommodation for living or residential accommodation;
10. keep or cause or allow to be kept on the lot any animals or birds other than those permitted by local government authority or authorities for the time being;
11. use or cause or suffer the lot to be used for any trade, industry or commerce save and except a display home.
12. subdivide or allow to be subdivided the lot or any building erected or to be erected on the lot.
13. allow any rubbish including site excavations and building materials to accumulate on the burdened land or adjacent land (unless neatly stored in a suitable sized industrial bin or skip) or allow excessive growth of grass or weeds upon it.
14. pending erection of a dwelling house on the lot, allow that lot to become a fire hazard or to be in a condition which has a detrimental affect on the amenity of the neighbourhood.

Plan:

Plan of Subdivision of Lot 232 DP 751152 covered by
Subdivision Certificate No. Dated

15. call upon or require or seek any order of any Court or Tribunal that Murray River Council be responsible or liable for the construction, maintenance or replacement of any fencing on a common boundary between any of the public open space or drainage reserves created by the abovementioned plan and any of 102, 103, 111,122, 123, 201, 326, 401 and 616 on the said plan.

Executed by Kiely Road Projects Pty Ltd ACN)

646 408 620 by being signed by those persons)

who are authorised to sign for the company)

.....
Director

Full Name

Usual address

.....

.....
Secretary

Full Name

Usual address

.....

Plan: Plan of Subdivision of Lot 232 DP 751152 covered by
Subdivision Certificate No. Dated

Murray River Council by its authorised delegate pursuant to
S377 Local Government Act 1993

.....

I certify that I am an eligible witness and that the delegate

Signed in my presence:

Signature of witness:

Name of witness:

Address of witness:

NOTICE TO APPLICANT OF DETERMINATION OF A DEVELOPMENT APPLICATION

Issued under the *Environmental Planning and Assessment Act 1979* Section 4.16 & 4.18

APPLICATION No.:	DA 10.2020.339.1
Assessment No.:	11210566
Parcel No.:	25010
Council Officer	Chris O'Brien
DEVELOPMENT APPLICATION DETAILS	
Applicant Name	Kiely Road Projects Pty Ltd C/- Andrea Smith P O Box 1104 BENDIGO VIC 3550
Subject Land	Lot: 232 DP: 751152
Address of Land	Mayflower Drive MOAMA
Owners Name	Kiely Road Projects Pty Ltd
Proposed Development	140 Lot Subdivision, ancillary earthworks and subdivision works and creation of council reserves.
Integrated Referral Bodies	NSW Rural Fire Service
DETERMINATION	
Consent approved subject to conditions described on the following pages.	
Approval Date	15 July 2021
Consent to Operate from (date)	15 July 2021
Consent to Lapse on (date)	16 July 2026
Attachments	Consent Conditions Appendix One - NSW Rural Fire Service, Appendix Two – Heritage NSW, Appendix Three – Transport for NSW.

THE CONDITIONS OF CONSENT AND THE REASONS FOR THE IMPOSITION OF THE CONDITIONS ARE SET OUT AS FOLLOWS:

A. Conditions Prescribed by the Environmental Planning and Assessment Regulation 2000

98: Compliance with Building Code of Australia and insurance requirements under the *Home Building Act 1989*

98A: Erection of signs

98B: Notification of *Home Building Act 1989* requirements

98C: Conditions relating to entertainment venues

98D: Conditions relating to maximum capacity signage

98E: Conditions relating to shoring and adequacy of adjoining property

Please refer to the NSW State legislation for full text of the clauses under Division 8A of the *Environmental Planning and Assessment Regulation 2000*. This can be accessed at <http://www.legislation.nsw.gov.au>.

B. Planning conditions

General Conditions which must be fulfilled

1. Approved plans

The subdivision must be carried out in accordance with the preliminary plans and information submitted to and approved by Council, including the following:

DESCRIPTION	REVISION	DATE	AUTHOR
Maidens Green 232 Kiely Road, Moama Subdivision Proposed layout	B	22/3/2021	Spiire Australia
Maidens Green 232 Kiely Road, Moama Subdivision Staging Plan	A	10/3/2021	Spiire Australia

Maidens Green 232 Kiely Road, Moama Subdivision Existing Vegetation Plan	A	10/3/2021	Spiire Australia
Maidens Green 232 Kiely Road, Moama Subdivision Preliminary Engineering	B	18/6/2021	Spiire Australia
Test of Significance – Proposed Maidens Green Subdivision, Kiely Road, Moama	4	24/3/2021	Hamilton Environmental Services

Where a preliminary plan conflicts with specific requirements set out in the subject conditions of consent, the preliminary plans are deemed subservient. It is noted the proposed Reserve along the western property boundary must be a minimum of 5m wide.

All conditions of consent must be fulfilled to the standard of Council and at the expense of the Proponent.

Reason: To ensure the development is carried out as assessed.

2. Engineering Guidelines for Subdivisions and Development Standards

The Proponent must comply with Council's Engineering Guidelines for Subdivisions and Development Standards in conjunction with advice from Council.

Reason: To ensure the development is carried out in accordance with Council's Development Requirements.

3. Water supply work, sewerage work and stormwater drainage work

Water supply work or sewerage work that is plumbing and drainage work within the meaning of the Plumbing and Drainage Act 2011 must comply with that Act and the regulations under that Act. Any water supply work or sewerage work that is not plumbing and drainage work under that Act, and any stormwater drainage work, must comply with the Plumbing Code of Australia.

Reason: Council and Statutory requirement of Local Government (General) Regulation 2005.

4. Vegetation

There must be no clearing of any vegetation (including within Council's road reserve) other than the trees outlined in red on the stamped plan: "Maidens Green – 232 Kiely Road, Moama – Subdivision Existing Vegetation Plan (Dated 10 March 2021) prepared by Spiire Australia. All other vegetation is not permitted to be removed and must be protected during works. No clearing of native vegetation has been approved or assessed beyond the cadastre boundary of the subject land.

Reason: To comply with the Biodiversity Conservation Act 2016.

5. Aboriginal Cultural Heritage

- No Aboriginal objects may be harmed without an approval from Heritage NSW under the *National Parks and Wildlife Act 1974*.
- If any Aboriginal object(s) are discovered and/or harmed in, or under the land, while undertaking the proposed development activities, the Proponent must:
 - o Not further harm the object(s);
 - o Immediately cease all work at the particular location;
 - o Secure the area to avoid further harm to the Aboriginal object(s);
 - o Notify Heritage NSW as soon as practical by calling 131 555 or emailing: info@environment.nsw.gov.au, providing any details of the Aboriginal object(s) and its location;
 - o Not recommence any work at the particular location unless authorised in writing by Heritage NSW.
- If harm to Aboriginal objects cannot be avoided, an application for an Aboriginal Heritage Impact Permit (AHIP) must be prepared and submitted to Heritage NSW before work may continue.
- If skeletal remains are unexpectedly encountered during the activity, work must stop immediately, the area secured to prevent unauthorised access and NSW Police and Heritage NSW contacted.

It is the responsibility of the Proponent to ensure the development is consistent with the Due diligence Code of Practice for the Protection of Aboriginal Objects in New South Wales. All reasonable precautions must be taken to prevent damage to Aboriginal objects.

Reason: To protect Aboriginal heritage and to comply with the National Parks and Wildlife Act 1974.

6. Soil

A suitable soil chemical analysis and investigation report is required if any evidence of contamination on the subject site is found during construction/civil works. If any evidence of contamination is found, all works at the location must cease immediately. If remediation works are required, civil works/construction must not recommence on the subject site until Council is satisfied that any required remediation techniques have been appropriately completed.

Reason: To ensure the subject site is not contaminated.

Compliance with Government Department conditions of consent

7. NSW Rural Fire Service

The Proponent must comply with all conditions and requirements outlined in NSW Rural Fire Service correspondence (Dated 22 June 2021), attached to this Development Consent as Appendix 1.

Reason: To ensure compliance with NSW Rural Fire Service conditions of consent.

8. Heritage NSW

The Proponent must comply with all conditions and requirements outlined in Heritage NSW correspondence (Dated 20 November 2020), attached to this Development Consent as Appendix 2.

Reason: To ensure compliance with Heritage NSW conditions of consent.

9. Transport for NSW (Roads)

The Proponent must comply with all conditions and requirements outlined in Transport for NSW (Roads) correspondence (Dated 7 December 2020), attached to this Development Consent as Appendix 3.

Reason: To ensure compliance with Transport for NSW (Roads) conditions of consent.

Conditions which must be fulfilled prior to the release of the Subdivision Works Certificate**10. Subdivision Works Plans**

Full Engineering Plans (Subdivision Works Plans) in respect to the provision of the following services must be submitted with the Subdivision Works Certificate application for each stage:

- a) Road Design, including intersection details.
- b) Vehicle access (driveways).
- c) Sewer.
- d) Filtered and Raw Water.
- e) Stormwater Management (including utilising Water Sensitive Urban Design).
- f) Environmental and sedimentation details.
- g) Concrete pedestrian and bicycling shared paths (2.5m wide).
- h) Concrete footpaths (1.5m wide).
- i) Streetscaping.
- j) Street lighting (including intersections).
- k) Certified Essential Energy (electricity) plans.
- l) Street names and street numbering.
- m) Indicative details of utilities (gas, telecommunications).
- n) Indicative bus stop details (location/infrastructure).

These plans must be generally in accordance with the preliminary plans outlined in Condition 1 of this consent. Where a preliminary plan conflicts with specific requirements set out in the subject conditions of consent, the preliminary plans are deemed subservient.

Details of where any excavated material is to be stored must be submitted to and approved by Council.

These plans must be prepared to the satisfaction of Council's Engineering Department. The plans must be prepared in accordance with Council's 'Guidelines for Subdivisions and Development Standards' and must be consistent with conditions of this consent. These plans must be approved by Council prior to the release of the Subdivision Works Certificate for each stage.

Reason: To ensure the development is appropriately serviced.

11. Overall concept plan

The Proponent must submit a preliminary overall concept plan of the entire Residential Subdivision to Council with the application for a Subdivision Works Certificate for Stage 1. The submitted preliminary overall concept plan must show preliminary infrastructure, street numbering and bus stop locations for the entire development. This is to be submitted to allow Council's Engineering Department to assess infrastructure requirements, street numbering and bus stop locations and to ensure infrastructure, street numbering and bus stop locations in future stages are consistent with approved Stage 1. Council's Engineering Department must be satisfied of the submitted information prior to the release of the Subdivision Works Certificate for Stage 1.

Reason: To ensure infrastructure, bus stop and street numbering details are provided.

12. Sewer and Water Feasibility Study

The Proponent must prepare and submit a Sewer and Water Feasibility Study to Council with the application for a Subdivision Works Certificate for Stage 1. This study must be approved by Council's Engineering Department prior to the release of the Subdivision Works Certificate for Stage 1.

Reason: To ensure sewerage from the subdivision is managed and disposed of in an acceptable manner, and water is provided in an acceptable manner.

13. Traffic calming details

The Proponent must prepare and submit traffic calming devices details to Council with the application for a Subdivision Works Certificate for each stage. These details must be approved by Council's Engineering Department prior to the release of the Subdivision Works Certificate for each stage.

Reason: To ensure appropriate traffic calming devices details are approved.

14. Stormwater Management Plan

The Proponent must prepare and submit a Stormwater Management Plan to Council with the application for a Subdivision Works Certificate for each stage. This Stormwater Management Plan must provide a suitable stormwater disposal system to service the area and provide details as to the staging of the development of this system. The plan must be consistent with the requirements of Council's Engineering Department. The plan must incorporate Water Sensitive Urban Design techniques and be consistent with *Managing Urban Stormwater: Soils and Construction* (i.e. 'The Blue Book' produced by LANDCOM). All infrastructure proposed as part of the plan as well as any required upgrades to existing infrastructure must be fully funded by the proponent. The plan must be consistent with the required Streetscape Plan. These plans must be approved by Council's Engineering Department prior to the release of the Subdivision Works Certificate for each stage.

Reason: To ensure stormwater from the subdivision is managed and disposed of in an acceptable manner.

15. Agreement

An agreement between developers must be finalised for the stormwater drainage, as the submitted plans are showing a new detention basin and extension of existing basin in Barbers Paddock with pump and rising main to Kiely Road basin. The final volume and discharge rate for both developments will be determined by the agreement. The agreement must be signed by all relevant parties and must be to the satisfaction of Council's Engineering Department prior to the release of the Subdivision Works Certificate for the relevant Stage(s)

Reason: To comply with the requirements of Council's Engineering Department.

16. Water Sensitive Urban Design

The Proponent must demonstrate the development complies with Water Sensitive Urban Design principles. Compliance with Water Sensitive Urban Design requirements (including environmental targets etc.) must be demonstrated by using 'MUSIC', 'STORM' or another similar relevant software program. These details must be approved by Council's Engineering Department prior to the release of the Subdivision Works Certificate for each stage.

Reason: To ensure the subdivision incorporates Water Sensitive Urban Design principles.

17. Streetscape Plan

A Streetscape Plan must be prepared, submitted to and approved by Council prior to the release of the Subdivision Works Certificate for each stage. This plan must be prepared by a suitably qualified person to the satisfaction of Council. The plan must detail the use of locally native species (including eucalypts and forage species), and include a range of plant life forms, such as trees, shrubs, grasses and ground covers.

Walkway reserve plantings must be of a mature installation size to the satisfaction of Council's Engineering Department.

The plan must build upon the preliminary plan submitted as part of the development application and must provide for the following:

- Proposed street tree plantings.
- Plantation reserves where applicable.
- Details of plants, relating to size, planting regime and similar.

Once approved, the Proponent is responsible for the funding and completion of required planting in accordance with the approved plan.

Reason: To ensure the development is satisfactorily landscaped.

18. Erosion and Sediment Control Plan

An Erosion and Sediment Control Plan must be prepared and submitted to Council with the application for a Subdivision Works Certificate for each stage. Exposed surface soil must be stabilised as soon as possible to avoid potential erosion and dust issue. Any stockpile of earth on the site must not be higher than 2m. This plan must be approved by Council prior to the release of the Subdivision Works Certificate for each stage.

Reason: To prevent water pollution, to comply with the Protection of the Environment Operations Act 1997, and to ensure erosion and sediment is appropriately managed during construction.

19. Long Service Levy

A Subdivision Works Certificate for each stage must not be issued with respect to the plans and specifications for any subdivision work unless any long service levy payable under the Building and Construction Industry Long Service Payments Act 1986 (or, where such a levy is payable by instalments, the first instalment of the levy) has been paid. Council can advise if the Long Service Levy is payable at the time the Fee Quote Request is lodged for the Subdivision Works Certificate for each stage.

Reason: To comply with the Building and Construction Industry Long Service Payments Act 1986.

20. Engineering Supervision and Plan Checking Fees

Engineering Supervision and Plan Checking Fees (2% of Construction Cost of roads, stormwater drainage, water, sewer, paths, and any other required infrastructure) must be paid prior to the release of the Subdivision Works Certificate for each stage.

Reason: To comply with the Environmental Planning and Assessment Act 1979.

21. Council Infrastructure

The Proponent must submit to Council recent photographs of Council's infrastructure near the proposed works, to the satisfaction of Council's Engineering Department, prior to the release of the Subdivision Works Certificate for each stage.

Reason: To ensure Council receives appropriate documentation prior to works commencing.

Conditions which must be fulfilled prior to the commencement of any works**22. Subdivision Works Certificate**

A Subdivision Works Certificate must be submitted to and approved by Council for each stage prior to any subdivision works taking place. The Subdivision Works Certificate must be lodged via the NSW Planning Portal.

Reason: To comply with the Environmental Planning and Assessment Act 1979.

23. Notification of works commencing

The Principal Certifier and Council must be given written notice, at least 48 hours prior to the commencement of any works on the site.

Reason: To comply with the Environmental Planning and Assessment Act 1979.

24. Erosion and sedimentation controls

Erosion and sedimentation controls must be installed and maintained on site in accordance with the approved plan for the duration of construction works. Erosion and sediment controls must be installed in accordance with the document entitled: "Erosion and Sediment Control – A Resource Guide for Local Councils".

Reason: To prevent water pollution and protect the amenity of the adjoining area, and to comply with the Protection of the Environment Operations Act 1997.

25. Water closet accommodation

A temporary water closet accommodation must be provided onsite during construction. This facility must be located onsite to not create a nuisance to any adjoining properties.

Reason: To ensure suitable facilities are provided for workers during construction and to comply with requirements for Work Health and Safety on worksites.

26. Temporary fencing around vegetation

Temporary fencing must be placed around the remaining vegetation, in accordance with Australian Standard AS 4970-2009 'Protection of Trees on Development Sites' to ensure no interference occurs, with this fencing extending to the extent necessary to ensure there is no damage to the roots of this vegetation. The vegetation must be protected by way of tree guards, barriers or other measures as necessary to protect root systems, trunk and branches, during construction of any stage of the project. Signage must be put in place to reinforce to contractors this vegetation is off-limits. The importance of this vegetation and the restricted access must be included as part of on-site induction protocols for all contractors working on the site.

Reason: To protect existing vegetation.

Conditions which must be complied with during works and in perpetuity

27. Vehicles during construction

Vehicles must be clean and free of debris prior to leaving the site during construction. Deposited material may be ordered to be removed at the Proponent/operator's expense.

Reason: To ensure sediment is not trafficked onto Council's road network.

28. Council property

Any damage or deterioration to any portion of the footpath and/or kerb and guttering or other Council property including road reserves, during construction must be reinstated to its original condition at the owner's expense to the satisfaction of Council.

Reason: To maintain safe access for pedestrians and to protect the amenity of the adjoining area.

29. Time of work

Work must not commence on the site before 7am on weekdays and Saturdays and 8am on Sundays and public holidays. All works must cease by 8pm on any day.

Reason: To protect the amenity of the area.

30. No pollution of waterways

The Proponent must take all necessary precautions and implement measures to prevent pollution of waterways during the proposed works.

Reason: To comply with the requirements of NSW Environmental Protection Authority.

31. Disposal of waste

Designated waste containment areas must be provided on site and must be maintained to prevent any windblown litter escaping from the site. The Proponent must also ensure all waste generated from construction of the development is disposed of at a site which can lawfully accept the waste.

Reason: To comply with the requirements of NSW Environmental Protection Authority and the [Protection of the Environment Operations Act 1997](#).

32. Minimise noise

The operating noise level of plant and equipment during subdivision works must not exceed 5dB(A) above the background noise level when measured at the boundaries of the premises. The provisions of the Protection of the Environment Operations Act 1997 apply to the development, in terms of regulating offensive noise.

Reason: To preserve the environmental health and amenity of the adjoining area.

33. Dust Control Measures

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

- a) All materials must be stored or stockpiled at the best locations;
- b) The surface should be dampened slightly to prevent dust from becoming airborne but should not be wet to the extent that runoff occurs;
- c) All vehicles carrying spoil or rubble to or from the site must at all times be covered to prevent the escape of dust or other materials;
- d) Cleaning of footpaths and roadways must be carried out regularly; and
- e) Rumble grids must be installed at access points to the site.

Reason: To preserve the environmental health and amenity of the adjoining area.

34. No obstruction of road reserve permitted

The road reserve must not be obstructed by any materials, vehicles, refuse skips or the like, under any circumstances. All activities including loading/unloading of vehicles associated with this development must be undertaken within the subject site.

Reason: To protect the amenity of the area.

Conditions which must be fulfilled prior to the release of the Subdivision Certificate**35. Subdivision Certificate Application**

A Subdivision Certificate must be submitted to and approved by Council for each stage. The Subdivision Certificate must be lodged via the [NSW Planning Portal](#). The application must include formal subdivision plans, an Administration Sheet and relevant Instrument Sheet (if applicable). Easements must be shown over all services and covenants as required by the conditions of consent must be incorporated into the appropriate instruments.

A completed copy of Council's checklist outlining how all conditions have been met must be provided along with supporting documentation. The Subdivision Certificate for each stage is not released prior to all applicable conditions of consent for this development being complied with to the satisfaction of Council.

Reason: To comply with the Environmental Planning and Assessment Act 1979.

36. Infrastructure

The following infrastructure must be provided to service the development:

- a) Road network.**
- b) Vehicle access (driveways).** A formed driveway access to Council specifications must be provided to relevant allotments as outlined on the approved Subdivision Works Certificate(s). A separate application must be made to Council's Engineering Department for approval to construct any driveway access. Please contact Council's Engineering Department for further information.
- c) Sewer.** Each allotment must be connected into Council's reticulated sewerage system.
- d) Filtered and Raw Water.** Each allotment must be provided with filtered and raw water supply. Note: Separate filtered and raw water meters are not required to be installed prior to the release of the Subdivision Certificate.
- e) Stormwater Management.** Each allotment must be provided with appropriate stormwater infrastructure.
- f) Concrete pedestrian and bicycling shared paths (2.5m wide).**
- g) Concrete footpaths (1.5m wide).**
- h) Streetscaping.** Streetscaping, revegetation works, buffer plantings and associated infrastructure must be completed in accordance with the approved plan. The Proponent is responsible for the maintenance and care, including replacement with similar species/age plants of all streetscaping/plantings for a period of twelve (12) months from release of the Subdivision Certificate/completion of all streetscaping/plantings for each stage.
- i) Street lighting.**
- j) Street names and street numbering.**
- k) Bus stops.**

All infrastructure must be provided at the Proponent's expense to Council's standards and in accordance with Council's policy.

Reason: To ensure the development is appropriately serviced.

37. Works as Executed Plans

Works as Executed (WaE) plans of all infrastructure and services must be provided to Council in both hard and electronic format (i.e. PDF and AutoCAD dwg. formats). The submitted WaE plans must be to the satisfaction of Council and must contain the true and correct locations and details of all installed infrastructure. The proponent must also provide Council with an asset value for all installed infrastructure which will be transferred to and/or managed by Council, along with street numbering shown on submitted plans.

Reason: To ensure Council receives true and correct details/location for all installed infrastructure and services in the form of Works as Executed plans.

38. Compaction of lots

Prior to the release of the Compliance Certificate for each stage, the Proponent must provide Council with the appropriate evidence that the entirety of the lots has been filled and compacted to the relevant Australian Standards. This evidence must be to the satisfaction of Council's Engineering Department.

Reason: To ensure the lots are filled and compacted.

39. Conveyancing Act 1919 Instruments

The proponent must submit a copy of an instrument prepared in accordance with the Conveyancing Act 1919, with the application for a Subdivision Certificate for Council's endorsement for each stage.

The instrument must contain the following:

- The proposed Reserve which will include the Moama town flood levee must be managed as an Inner Protection Area (IPA) in accordance with the requirements of Appendix 4 of 'Planning for Bush Fire Protection 2019'. A Plan of Management must be created for this Reserve providing details on how the management of the APZ will occur.
- At the issue of the Subdivision Certificate for each stage, a 50m wide Asset Protection Zone (APZ) must be established around the perimeter of the current stage (or to the lot boundary - whichever is the lesser). The APZ must be managed in accordance with the requirements of Appendix 4 of Planning for Bush Fire Protection 2019 and the NSW Rural Fire Service's document 'Standards for asset protection zones'. The requirement for the APZ is no longer applicable once development over the area has commenced as part of the subsequent stage.

Note: *This APZ requirement is not applicable to the proposed reserves.*

- The creation and registration of a "Restriction on the Use of Land" on proposed lots 2, 3, 11, 22, 23, 24, 73, 74 and 136 outlining a dwelling house, outbuilding or any other structure must be setback a minimum of 1.5 metres from the adjoining public open space. The restriction must be in favour of Murray River Council.
- Council holds no responsibility for the construction/maintenance/replacement of fencing on the boundary of the created Public Open Space/Drainage Reserves and proposed lots 2, 3, 11, 22, 23, 24, 73, 74 and 136. The restriction must be in favour of Murray River Council.

The wording of the covenants/restrictions must be to the satisfaction of Council prior to the release of the Subdivision Certificate for each relevant stage.

Reason: To ensure a copy of an instrument is provided to Council for review and endorsement.

40. Civil construction and streetscape maintenance deposit

A 5% Deposit of Construction costs of roads, stormwater drainage, water, sewer, streetscaping and any other required infrastructure is applicable and must be paid with the Subdivision Certificate application for each stage. This deposit will be held by Council for the defects liability period of 12 months and will be used in the circumstance of needing to repair any defects. The deposit will be refunded when a Final Release Certificate is issued by Council's Engineering Department.

Reason: To comply with the requirements of Council's Engineering Department.

41. Defects liability period

The proponent must maintain all streetscaping and civil works for a period of 12 months. During this defect liability period, landscape inspections must be undertaken every 3 months with Council and works completed based on Council's instructions. After this 12 month period, the proponent must contact Council and arrange a Final Release inspection of all civil and streetscape works, at which stage all defects must be rectified.

Reason: To comply with the requirements of Council's Engineering Department.

42. CCTV Footage

The Proponent must supply Council with appropriate CCTV footage of all sewer and stormwater assets. This must include highlighted defects before and after repair.

Reason: To comply with the requirements of Council's Engineering Department.

43. Electricity

The Proponent must provide all allotments with electricity at their own cost. A Notice of Arrangement (NoA) requested from the Distribution Network Service Provider (DNSP) being Essential Energy must be supplied to Council. The NoA will confirm a satisfactory electricity supply has been provided to each of the proposed lots within the development. Requests for NoA are to be made to the Contestable Works section at Essential Energy.

It is the Proponent's responsibility to make the appropriate application with Essential Energy for the supply of electricity, which may include the payment of fees and contributions.

Alternatively, written correspondence/evidence outlining final agreement has been made between the electricity provider and the Proponent to provide electricity to each allotment must be obtained.

The submitted written correspondence/evidence must be to the satisfaction of Council.

Reason: To satisfactorily service the lots created.

44. Natural gas

The Proponent must provide all allotments with natural gas, at their own cost. The proponent must consult with the relevant natural gas provider and must obtain suitable written correspondence/evidence from this provider stating that natural gas services have been provided to each allotment.

Alternatively, written correspondence/evidence that final agreement has been met between the relevant natural gas provider and the Proponent to provide natural gas services to each allotment must be obtained.

The submitted written correspondence/evidence must be to the satisfaction of Council.

Reason: To satisfactorily service the lots created.

45. Telecommunications and fiber-ready facilities

The Proponent must provide all allotments with fibre-ready telecommunication connection, at their own cost. Prior to the issue of the Subdivision Certificate for each stage, the Proponent must consult with the relevant telecommunications carrier and must provide evidence satisfactory to Council that arrangements have been made for:

- (i) the installation of fibre-ready facilities to all individual lots in the subdivision to enable fibre to be readily connected to any premises that is being or may be constructed on those lots. The development must demonstrate that the carrier has confirmed in writing that they are satisfied that the fibre ready facilities are fit for purpose, and
- (ii) the provision of fixed-line telecommunications infrastructure in the fibre-ready facilities to all individual lots in the subdivision demonstrated through an agreement with a carrier.

Alternatively, written correspondence/evidence that final agreement has been met between the telecommunications carrier and the Proponent to provide fibre-ready telecommunications services to each allotment must be obtained.

The submitted written correspondence/evidence must be to the satisfaction of Council.

Reason: To satisfactorily service the lots created and to comply with the Commonwealth Telecommunications Act 1997.

46. High security water

The Proponent must provide Council with evidence the required volume of high security water has been allocated to each allotment or transferred to Council in accordance with Council policy.

The following rates apply:

- a) 500kL per lot less than 1,000m²

These details must be submitted to and approved by Council.

Reason: To comply with Council's Policy for the provision of water by developers.

47. Government Agencies

Prior to the release of the Subdivision Certificate for each stage, the Proponent must provide evidence to Council outlining how relevant conditions from Government Agencies listed in the subject DA have been complied with. The evidence must be to the satisfaction of Council and the relevant Government authority.

Reason: To ensure Government Department requirements are met.

48. Section 7.11 and Section 64 charges

The payment of Section 7.11 Development Contributions and Section 64 sewerage and water headworks charges and Engineering Fees are applicable and must be paid to Council prior to the release of the Subdivision Certificate for each stage. Contributions are calculated per allotment created. The fees will be charged and calculated in accordance with Council's Adopted Fees and Charges at the time the application for Subdivision Certificate is lodged with Council for each stage.

Section 64 Servicing Charges (Murray)

DEVELOPMENT	Standard Residential Lot (450m ² - 2000m ²) x 140
CONTRIBUTION RATE (% OF ET)	100%
SEWER	Rate at time of SC lodgement per lot x 140
FILTERED WATER	Rate at time of SC lodgement per lot x 140
RAW WATER	Rate at time of SC lodgement per lot x 140

Section 7.11 Development Contributions (Murray)

DEVELOPMENT	Conventional lot x 140
CONTRIBUTION RATE (% OF ET)	100%
ROAD UPGRADE	Rate at time of SC lodgement per lot x 140
OPEN SPACE	Rate at time of SC lodgement per lot x 140
COMMUNITY FACILITIES	Rate at time of SC lodgement per lot x 140
WASTE	Rate at time of SC lodgement per lot x 140
STORMWATER	Rate at time of SC lodgement per lot x 140

Council also reserves the right to charge additional contributions as are of relevance to the subject development.

The subject Section 7.11 Development Contributions are imposed under the former Murray Shire Council Section 94 Development Contributions Plan 2011, of which is available for inspection at Murray River Council's Moama office, 52 Perricoota Road, Moama NSW 2731, or on Council's website at www.murrayriver.nsw.gov.au.

Reason: To comply with Council's Development Contribution policies.

Advice to Proponent – Subdivisions

Council as the Principal Certifier is to give the Proponent a minimum of 48 hours notice prior to any critical stage inspection or any other inspection under Section 6.12 of the Environmental Planning and Assessment Act 1979.

Reason: To comply with the Environmental Planning and Assessment Act 1979.

It is noted a request for bonding of works will be treated on its merits and a Bank Guarantee may also be required. Bonding of works may be accepted where actual construction works cannot be undertaken due to wet weather or other delays. 120% of actual costs of works will be charged. Section 64 and 7.11 Contributions must be paid direct to Council prior to release of Subdivision Certificate.

Reason: To advise of information regarding bonding of works.

The land subject to this consent may have restrictive private covenants applying to it. It is the responsibility of the proponent and owner/builder to ensure that private covenants are adhered to. Council does not enforce or regulate private covenants and therefore accepts no responsibility for checking the compliance of building design with such covenants.

Reason: To advise of the details of 1.9A of the Standard Instrument.

Underground assets may exist in the area that is subject to the application. In the interests of health and safety and in order to protect damage to third party assets please contact Dial Before You Dig at www.1100.com.au or telephone on 1100 before excavating or erecting structures. If alterations are required to the configuration, size, form or design of the development upon contacting the Dial Before You Dig service, an amendment to the development consent (or a new development application) may be necessary.

Individuals owe asset owners a duty of care that must be observed when working in the vicinity of plant or assets on the relevant property via contacting the Dial Before You Dig service in advance of any construction or planning activities.

Reason: To protect underground assets.

It is the responsibility of the Proponent to check, understand and seek assistance where needed to ensure full compliance with the conditions of this Development Consent. Please contact Murray River Council on 1300 087 004 or admin@murrayriver.nsw.gov.au if there is any difficulty in understanding or complying with any of the above conditions.

Reason: To ensure the Proponent is aware of their obligations.

The development must be in accordance with the relevant provisions and Regulations of the *Biodiversity Conservation Act 2016*, the *Fisheries Management Act 1994*, the *National Parks and Wildlife Act 1974*, the *Protection of the Environment Operations Act 1997*, and all other applicable legislation.

Reason: To comply with relevant legislation.

The Proponent should be aware that under Section 120 of the *Protection of the Environment Operations Act 1997* it is an offence to pollute waters.

Reason: To comply with NSW EPA requirements.

It is the Proponent's responsibility to ensure compliance with the requirements of the *Disability Discrimination Act 1992* (DDA). Note: Compliance with the Building Code of Australia does not necessarily meet the requirements of the DDA. You are advised to seek advice from the Australian Human Rights Commission (phone (02) 9284 9600) in respect of your application.

Reason: To comply with the *Disability Discrimination Act 1992*.

OTHER APPROVALS

Approvals granted under Section 68 of the *Local Government Act 1993*:

- Not Applicable

RIGHT OF APPEAL

If you are dissatisfied with this decision Section 8.7 & 8.10 of the *Environmental Planning and Assessment Act 1979* gives you the right to appeal to the Land and Environment Court within 6 months after the date on which you receive this notice.

Note: If the determination is made between 25 March 2020 and 25 March 2022 (known as the **prescribed period**), an appeal to the Land and Environment Court can be made within 12 months after the date on which you receive this notice).

REVIEW OF DETERMINATION

An applicant may request a review of determination under section 8.3 of the *Environmental Planning & Assessment Act 1979* within 6 months of the date of this notice (Note: Section 8.2 is not applicable to a complying development certificate, designated development or Crown development (referred to in Division 4.6)). A fee is payable to Council.

Note: If the determination is made between 25 March 2020 and 25 March 2022 (known as the **prescribed period**), a Review of Determination request can be made within 12 months after the date on which you receive this notice).



Rod Croft
Director Planning & Environment

15 July 2021

1 December 2021

Casey Collins
Associate – Planning
Spiire Australia
PO Box 926
Shepparton VIC 3630

Email: Casey.Collins@spiire.com.au

Dear Madam

RE: Bushfire Attack Level Plans for Maidens Green subdivision, Moama

Thank you for your email to Council dated 9 September 2021, apologies for the delay in response.

Council notes a bushfire assessment has been undertaken for the lots approved as part of Development Application 10.2020.339.1 has been undertaken by Spiire Australia. The following BAL ratings have been determined as a result of this assessment:

BUSHFIRE ATTACK LEVEL

BAL 29

BAL 19

BAL 12.5

Outside BPL/ No BAL

LOT NUMBERS

522, 601-613, 619-620

422-425, 501-506, 510-514

112-113, 208-218, 301-326, 401-406, 409-421, 507-509,
515-521, 614-615, 617-618

101-111, 114-123, 201-207, 219-224, 407-408, 616

Council can confirm in principle support is granted for the submitted Bushfire Attack Level details and thus can be utilised by future purchasers when lodging Development Applications for dwelling houses. It is noted the following documents have been submitted and utilised in order to grant this in-principle support:

DESCRIPTION	REFERENCE	DATE	AUTHOR
Cover letter including BAL assessment	308586 PL02	9 September 2021	Casey Collins – Spiire Australia
Bushfire Assessment Plan - Lot 232 DP 751152 Parish of Moama, County of Cadell	308576P00 Version 1	29 March 2021	Spiire Australia
Bushfire Attack Levels Plan – Maidens Green, Moama	308576P02 – Version 1 Revision A	3 September 2021	Spiire Australia

Should you require further information, please contact Chris O'Brien, Senior Town Planner, on 1300 087 004.

Yours sincerely



Chris O'Brien
Senior Town Planner

CC: Andrea Smith, Villawood Properties: andrea@villawoodproperties.com

Our Reference 308586 PL02
Your Reference 10.2020.339.1

9 September 2021

Mr Chris O'Brien
Murray River Council
PO Box 21
Mathoura NSW 2710

admin@murrayriver.nsw.gov.au

Via Email (original not following in mail)

Dear Chris,

**Development Consent 10.2020.339.1 - Mayflower Drive, Moama
Bushfire Attack Level Plans**

Spiire has been appointed by Kiely Rad Projects Pty Ltd to assess and determine the Bushfire Attack Levels for each of the lots located within an area of 'Bushfire Prone Land' (BPL) at Maiden Green Estate.

To avoid individual bushfire assessments for each of the lots within the BPL being provided to Council as part of any future Development Consent applications for a dwelling on each of the lots, Spiire has undertaken a bushfire assessment and pre-determined the BAL for the purchasers of the lots. It is expected each lot owner will submit the attached Bushfire Attack Levels Plan with future Development Applications for dwellings.

The steps in the *Building in Bush Fire Prone Areas – Single Dwelling Application Kit* was used to determine the BAL for each of the lots:

STEP 1: Determine the vegetation type

Refer to the attached Bushfire Assessment Plan which determined the vegetation to the north as being *Woodland/open Woodland* and *Open Forest* partly to the east.

STEP 2: Determine the distance from the building to the bush fire vegetation hazard

The distance of lots to bushfire vegetation hazard are:

All lots are a minimum 20m from woodland vegetation to the north and a minimum 21m to forest Vegetation to the east.

STEP 3: Determine the effective slope

Flat/0degrees in all directions

STEP 4: Determine FFDI

Murray River LGA in Southern Riverina (80)

STEP 5: Determine BAL Level

Table 4

Determination of bush fire attack level, FDI 80

KEITH VEGETATION FORMATION		BUSH FIRE ATTACK LEVEL (BAL)				
		BAL-FZ	BAL-40	BAL-29	BAL-19	BAL-12.5
		Distance (m) asset to predominant vegetation class				
ALL UPSLOPE AND FLAT LAND	Rainforest	< 7	7 -< 9	9 -< 14	14 -< 20	20 -< 100
	Forest (wet and dry sclerophyll) including Coastal Swamp Forest, Pine Plantations and Sub-Alpine Woodland	< 15	15 -< 20	20 -< 29	29 -< 40	40 -< 100
	Grassy and Semi-Arid Woodland (including Mallee)	< 8	8 -< 11	11 -< 16	16 -< 22	22 -< 100
	Forested Wetland (excluding Coastal Swamp Forest)	< 6	6 -< 8	8 -< 12	12 -< 18	18 -< 100
	Tall Heath	< 12	12 -< 16	16 -< 23	23 -< 32	32 -< 100
	Short Heath	< 7	7 -< 9	9 -< 14	14 -< 20	20 -< 100
	Arid-Shrublands (acacia and chenopod)	< 5	5 -< 6	6 -< 9	9 -< 14	14 -< 100
	Freshwater Wetlands	< 4	4 -< 5	5 -< 7	7 -< 11	11 -< 100
	Grassland	< 7	7 -< 10	10 -< 14	14 -< 20	20 -< 50

STEP 6: Determine BAL construction requirements

The BAL for each is determined in the table below and shown in the attached Bushfire Attack Level Plan:

BUSHFIRE ATTACK LEVEL	LOT NUMBERS
BAL29	522, 601-613, 619-620
BAL19	422-425, 501-506, 510-514
BAL12.5	112-113, 208-218, 301-326, 401-406, 409-421, 507-509, 515-521, 614-615, 617-618
Outside BPL/ No BAL	101-111, 114-123, 201-207, 219-224, 407-408, 616

It is requested Council review this Bushfire Assessment and confirm in writing 'in-principle' support for pre-determined BAL for each lot that is shown on the attached Bushfire Assessment Level Plan.

We trust the Bushfire Assessment Level Plan is to Council's satisfaction. Should you have any queries please do not hesitate to contact me on 03 5849 1004.

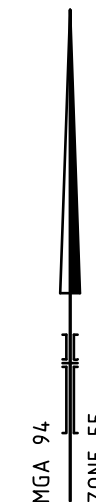
Yours sincerely

A handwritten signature in blue ink, appearing to read "Casey Collins".

Casey Collins
Associate - Planning

Enclosure: Bushfire Assessment Plan prepared by Spiire
 Bushfire Attack Level Plan prepared by Spiire

Copy to: Andrea Smith
 Villawood




Legend

Boundary as defined by Murray River Council's Bushfire Prone Land map

--- Bushfire Prone Land Boundary

 Asset Protection Zone

 BAL 12.5

 BAL 19

 BAL 29

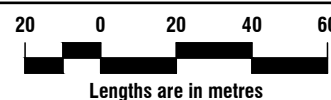
NOTE

No Bushfire Attack Level applies to the lots outside of the Bushfire Prone Land boundary

Bushfire Attack Levels Plan Maidens Green Moama

Co-ordinate Datum
MGA55

Scale A0
1 : 2000



Date	31/08/2021	Sheet	1 of 1
Drawing No.	308576P02	Version	1
CAD Ref.	O:\30\308576\SURVEY\308576-GS00\DWG		
Drawn By	EPS	Checked By	CC
A	Lot Numbering revised		3-09-2021
REV	AMENDMENT	APPROVED	DATE

spiire

16 Bridge Street
PO Box 1064
Bendigo Vic 3550
T 61 3 5448 2500
spiire.com.au

Legend

Boundary as defined by Murray River Council's
Bushfire Prone Land map

----- Bushfire Prone Land (Buffer Zone)

----- Bushfire Prone Land (Vegetation Type 1)

Tree to be retained

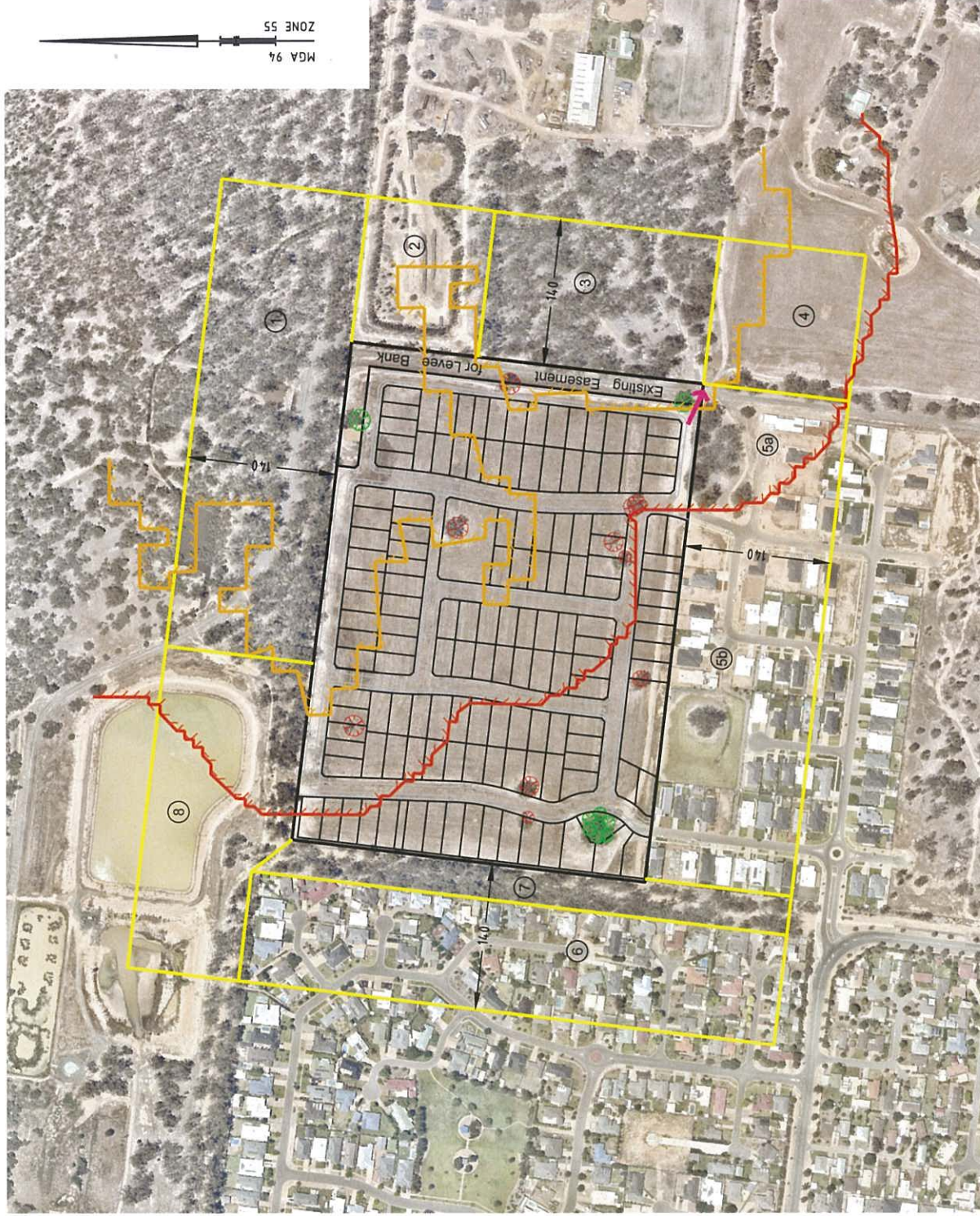
Tree to be removed

Existing Access to Levee

Bushfire Assessment

Bushfire Assessment Zone 140m Radius from subject land as follows:

1. Woodland/open Woodland
Trees 10-30m tall
10-30% Foliage Coverage
FDI 80. Flat/0% slope
APZ Required = 20 metres
Achieved within proposed road reserve
2. Cleared Land
Small / Minor Regrowth
No Bushfire Hazard
3. Open Forest
Flat/0% slope
APZ required = 20 metres
Achieved per Levee Bank Easement
4. Grasslands / Cropped / Cultivated
No Bushfire Hazard
1.8m Non Combustible Fence is satisfactory
- 5a. Open Woodland / Managed
Trees 5-10m tall
10-30% Foliage Coverage
Flat/0% slope
No Bushfire Hazard
- 5b. Barbers Paddock Residential Development
Clear of Vegetation / Managed
No Bushfire Hazard
6. Moira Park Residential Development
No Bushfire Hazard
7. Shared Path / Track
No Bushfire Hazard
8. Murray River Council Drainage Facility
No Bushfire Hazard



Bushfire Assessment Plan
Lot 232 DP751152
Parish of Moama, County of Cadell

Co-ordinate Datum	Scale	1 : 4000	Lengths are in metres
MGAS5	A0	40 0 40 80 120	

Date	29/03/2021	Sheet	1 of 1
Drawing No.	308576P00	Version	1
CAD Ref.	G:\30\308576\SURVEY\308576-GS00.DWG	Checked By	SP
Drawn By	EPS	APPROVED	DATE

spire

16 Bridge Street
PO box 1064
Bendigo Vic 3550
T 61 3 5448 2500
spire.com.au



NSW RURAL FIRE SERVICE

Murray River Council
PO Box 21
MATHOURA NSW 2710

Your reference: (CNR-14748) 10.2020.339.1
Our reference: DA20210428001665-Original-1

ATTENTION: Chris O'Brien

Date: Tuesday 22 June 2021

Dear Sir/Madam,

Integrated Development Application
s100B – Subdivision – Torrens Title Subdivision
KIELY RD MOAMA NSW 2731, 232//DP751152

I refer to your correspondence dated 26/04/2021 seeking general terms of approval for the above Integrated Development Application.

The New South Wales Rural Fire Service (NSW RFS) has considered the information submitted. General Terms of Approval, under Division 4.8 of the *Environmental Planning and Assessment Act 1979*, and a Bush Fire Safety Authority, under section 100B of the *Rural Fires Act 1997*, are now issued subject to the following conditions:

Asset Protection Zones

Intent of measures: to provide sufficient space and maintain reduced fuel loads to ensure radiant heat levels at the buildings are below critical limits and prevent direct flame contact.

1. At the issue of a subdivision certificate, and in perpetuity, proposed Reserve No. 6 must be managed as an Inner Protection Area (IPA) in accordance with the requirements of Appendix 4 of Planning for Bush Fire Protection 2019.

When establishing and maintaining an IPA the following requirements apply:

- tree canopy cover should be less than 15% at maturity;
- trees at maturity should not touch or overhang the building;
- lower limbs should be removed up to a height of 2m above the ground;
- tree canopies should be separated by 2 to 5m;
- preference should be given to smooth-barked and evergreen trees;
- large discontinuities or gaps in vegetation should be provided to slow down or break the progress of fire towards buildings;
- shrubs should not be located under trees;
- shrubs should not form more than 10% ground cover;
- clumps of shrubs should be separated from exposed windows and doors by a distance of at least twice the height of the vegetation;
- grass should be kept mown (as a guide grass should be kept to no more than 100mm in height); and
- leaves and vegetation debris should be removed.

Postal address

NSW Rural Fire Service
Locked Bag 17
GRANVILLE NSW 2142

Street address

NSW Rural Fire Service
4 Murray Rose Ave
SYDNEY OLYMPIC PARK NSW 2127

T (02) 8741 5555
F (02) 8741 5550
www.rfs.nsw.gov.au

2. At the issue of the subdivision certificate for each stage, a 50 metre wide Asset Protection Zone (APZ) must be established around the perimeter of the current stage (or to the lot boundary - whichever is the lesser). The APZ shall be managed in accordance with the requirements of Appendix 4 of Planning for Bush Fire Protection 2019 and the NSW Rural Fire Service's document 'Standards for asset protection zones'. The requirement for the APZ is no longer applicable once development over the area has commenced as part of the subsequent stage. Note: This APZ requirement is not applicable to the proposed reserves.

Access – Public Roads

Intent of measures: to provide safe operational access to structures and water supply for emergency services, while residents are seeking to evacuate from an area.

3. Access roads must comply with the following general requirements of Table 5.3b of Planning for Bush Fire Protection 2019 and the following:

- a. subdivisions of three or more allotments have more than one access in and out of the development;
- b. traffic management devices are constructed to not prohibit access by emergency services vehicles;
- c. maximum grades for sealed roads do not exceed 15 degrees and an average grade of not more than 10 degrees or other gradient specified by road design standards, whichever is the lesser gradient;
- d. all roads are through roads;
- e. where kerb and guttering is provided on perimeter roads, roll top kerbing (or other kerbing suitable for a Category 1 fire appliance) should be used to the hazard side of the road;
- f. where access/egress can only be achieved through forest, woodland and heath vegetation, secondary access shall be provided to an alternate point on the existing public road system;
- g. one way only public access roads are no less than 3.5 metres wide and have designated parking bays with hydrants located outside of these areas to ensure accessibility to reticulated water for fire suppression;
- h. the capacity of perimeter and non-perimeter road surfaces and any bridges/causeways is sufficient to carry fully loaded firefighting vehicles (up to 23 tonnes); bridges/causeways are to clearly indicate load rating.
- i. hydrants are located outside of parking reserves and road carriageways to ensure accessibility to reticulated water for fire suppression;
- j. hydrants are provided in accordance with the relevant clauses of AS 2419.1:2005 - Fire hydrant installations System design, installation and commissioning; and
- k. there is suitable access for a Category 1 fire appliance to within 4m of the static water supply where no reticulated supply is available.

4. Perimeter roads must comply with the general requirements of Table 5.3b of Planning for Bush Fire Protection 2019 and the following:

- a. are two-way sealed roads;
- b. minimum 8m carriageway width kerb to kerb;
- c. parking is provided outside of the carriageway width;
- d. hydrants are located clear of parking areas;
- e. are through roads, and these are linked to the internal road system at an interval of no greater than 500m;
- f. curves of roads have a minimum inner radius of 6m;
- g. the maximum grade road is 15 degrees and average grade of not more than 10 degrees;
- h. the road crossfall does not exceed 3 degrees; and
- i. a minimum vertical clearance of 4m to any overhanging obstructions, including tree branches, is provided.

5. Non-perimeter roads (including the proposed access lane) must comply with the general requirements of Table 5.3b of Planning for Bush Fire Protection 2019 and the following:

- a. minimum 5.5m carriageway width kerb to kerb;
- b. parking is provided outside of the carriageway width;
- c. hydrants are located clear of parking areas;
- d. roads are through roads, and these are linked to the internal road system at an interval of no greater than 500m;

- e. curves of roads have a minimum inner radius of 6m;
- f. the road crossfall does not exceed 3 degrees; and
- g. a minimum vertical clearance of 4m to any overhanging obstructions, including tree branches, is provided.

6. A temporary turning head shall be provided at the terminus of roads that have been partially constructed due to the staged nature of the development. The turning head must meet the requirements of Appendix 3.3 in Planning for Bush Fire Protection 2019.

Water and Utility Services

Intent of measures: to provide adequate services of water for the protection of buildings during and after the passage of a bush fire, and to locate gas and electricity so as not to contribute to the risk of fire to a building.

7. The provision of water, electricity and gas must comply with the following in accordance with Table 5.3c of Planning for Bush Fire Protection 2019:

- a. reticulated water is to be provided to the development where available;
- b. fire hydrant, spacing, design and sizing complies with the relevant clauses of Australian Standard AS 2419.1:2005;
- c. hydrants are not located within any road carriageway;
- d. reticulated water supply to urban subdivisions uses a ring main system for areas with perimeter roads;
- e. fire hydrant flows and pressures comply with the relevant clauses of AS 2419.1:2005;
- f. all above-ground water service pipes are metal, including and up to any taps;
- g. where practicable, electrical transmission lines are underground;
- h. where overhead, electrical transmission lines are proposed as follows:
 - i. lines are installed with short pole spacing (30m), unless crossing gullies, gorges or riparian areas; and
 - ii. no part of a tree is closer to a power line than the distance set out in accordance with the specifications in ISSC3 Guideline for Managing Vegetation Near Power Lines.
- i. reticulated gas is installed and maintained in accordance with AS/NZS 1596:2014 and the requirements of relevant authorities, and metal piping is used;
- j. reticulated gas is installed and maintained in accordance with AS/NZS 1596:2014 - The storage and handling of LP Gas, the requirements of relevant authorities, and metal piping is used; and
- k. above-ground gas service pipes are metal, including and up to any outlets.

General Advice - Consent Authority to Note

The above conditions are based on:

- a. the plan titled Maidens Green 'Subdivision Proposed Layout' prepared by Spiire, Dwg No. 500016-156CF200 Rev. B dated 22-03-21; and
- b. information contained within the Bushfire Assessment Report prepared by Planright Surveying, Echuca. Reference 7188. No date.

Note: The Bushfire Assessment Report references plans that are no longer relevant and the plan outlined in a) has been used to acquire pertinent information. In this regard, the proposed road layout shown in a) assists in achieving the required Asset Protection Zones for the site. Where further amendments to the plan occur, it is at the discretion of the consent authority to determine whether the changes require re-referral to the NSW Rural Fire Service.

For any queries regarding this correspondence, please contact Katrina Lindsay on 1300 NSW RFS.

Yours sincerely,

Alan Bawden

**Supervisor Development Assessment & Plan
Built & Natural Environment**



NSW RURAL FIRE SERVICE

BUSH FIRE SAFETY AUTHORITY

Subdivision – Torrens Title Subdivision
KIELY RD MOAMA NSW 2731, 232//DP751152
RFS Reference: DA20210428001665-Original-1
Your Reference: (CNR-14748) 10.2020.339.1

This Bush Fire Safety Authority is issued on behalf of the Commissioner of the NSW Rural Fire Service under s100b of the Rural Fires Act (1997) subject to the attached General Terms of Approval.

This authority confirms that, subject to the General Terms of Approval being met, the proposed development will meet the NSW Rural Fire Service requirements for Bush Fire Safety under *s100b of the Rural Fires Act 1997*.

Alan Bawden

**Supervisor Development Assessment & Plan
Built & Natural Environment**

Tuesday 22 June 2021



10.2020.339.1 Appendix 2

Our ref: DOC20/940414
Senders ref: DA 10.2020.339.1

Chris O'Brien
Murray River Council
PO Box 21
MATHOURA NSW 2710

Email: cobrien@murrayriver.nsw.gov.au

Via Concurrence and Referral Portal CNR-14748

20 November 2020

Dear Chris

Subject: DA 10.2020.339.1 Barbers Paddock (Kiely Land) 149 Lot Subdivision and ancillary earthworks at Lot 232 DP751152, Mayflower Drive – Moama

The following information about the above development application lodged with the NSW Planning Portal on 12 November 2020 is provided by Heritage NSW of the Department of Premier and Cabinet.

We have reviewed the information supplied and provide the following comments at **Attachment A**.

Heritage NSW (the Department) recommends the visual inspection undertaken by the Cummeragunja Local Aboriginal Land Council and Aboriginal Heritage Information Management System (AHIMS) search results be documented in accordance with the Due Diligence Code of Practice for the Protection of Aboriginal Objects in NSW (the Code) particularly the generic due diligence process on pages 10-14. We also recommend the proponent update the process for the management of unexpected finds identified by the Cummeragunja Local Aboriginal Land Council to reflect the current (relevant) Department.

If you have any questions regarding the above advice please contact me on (02) 6229 7089 or via email at jackie.taylor@environment.nsw.gov.au.

Yours sincerely

Jackie Taylor
Senior Team Leader, Aboriginal Cultural Heritage Regulation Branch – South
Heritage NSW
27 November 2020

Encl:

Attachment A: Detailed comments – 149 lot subdivision and ancillary earthworks at Barbers Paddock (Kiely Land), Lot 232 DP751152, Mayflower Drive – Moama

Attachment A Detailed comments – 149 lot subdivision and ancillary earthworks at Barbers Paddock (Kiely Land), Lot 232 DP751152, Mayflower Drive – Moama

The development application includes a letter provided by the Cummeragunja Local Aboriginal Land Council (Cummeragunja LALC) confirming visual inspection of the subject site 20 April 2018 which did not identify any Aboriginal cultural heritage values or constraints. The information supplied also includes the results from a basic and extensive search of the Aboriginal Heritage Information Management System (AHIMS) with a 200m buffer conducted on 27 October 2020 that identified one known culturally modified tree site within proximity to the proposed activity.

We recommend the proponent document their due diligence demonstrating assessment of the impact of the proposed development on Aboriginal cultural heritage in accordance with the Due Diligence Code of Practice for the Protection of Aboriginal Objects in NSW, (the Code) particularly the generic due diligence process on pages 10-14. A copy of the due diligence code of practice can be found at the link: <https://www.heritage.nsw.gov.au/assets/Uploads/publications/524/due-diligence-code-of-practice-aboriginal-objects-protection-100798.pdf>. The proponent needs to demonstrate their due diligence under the Code or could be liable under the strict liability offence under the *National Parks and Wildlife Act 1974* (NPW Act) should any Aboriginal sites/objects be harmed while carrying out the proposed activities. Should it be determined that an AHIP is not required, then this documentation of the process can be utilised to support a defence against prosecution in the event of unanticipated harm.

We note the presence of a culturally modified tree (scarred tree) near the north west corner along the road reserve parallel to the western boundary of the subject site that is registered with AHIMS. Although the proponent indicates this site is not at risk of harm from the activities described, it is within close proximity (approximately 30m) of the proposal. It is in the proponent's interest to ensure the due diligence assessment considers any potential impacts to this site as there is no legal defence under Due Diligence if harm occurs to an Aboriginal scarred or carved tree.

While an assessment in accordance with the Code is only required as a defence against prosecution in case harm to an Aboriginal object/site occurs, we recommend that the applicant provide sufficient and consistent information to ensure that impacts to Aboriginal cultural heritage have been adequately addressed.

We also note the Cummeragunja LALC letter identifies a process for the management of unexpected finds should Aboriginal cultural heritage be encountered while works associated with the subdivision are carried out and while we support those steps we recommend they be updated to reflect the current (relevant) Department.

To ensure compliance with legislation in place to protect Aboriginal cultural heritage in NSW and ensure that no additional harm is caused if Aboriginal cultural heritage is encountered we recommend the following condition:

If any Aboriginal object is discovered and/or harmed in, or under the land, while undertaking the proposed development activities, the proponent must:

- *Not further harm the object*
- *Immediately cease all work at the particular location*
- *Secure the area so as to avoid further harm to the Aboriginal object*
- *Notify Heritage NSW as soon as practical on 131555, providing any details of the Aboriginal object and its location*
- *Not recommence any work at the particular location unless authorised in writing by the Heritage NSW.*

In the event that skeletal remains are unexpectedly encountered during the activity, work must stop immediately, the area secured to prevent unauthorised access and NSW Police and Heritage NSW contacted.



7 December 2020

The General Manager
Murray River Council
PO Box 21
MATHOURA NSW 2710

Attention: Chris O'Brien

DA10.2020.339.1 (CNR 14748) – PROPOSED 149 LOT SUBDIVISION, LOT 232 DP 751152, KIELY ROAD, MOAMA

I refer to your correspondence regarding the subject Application which was referred to Transport for NSW (TfNSW) for assessment and comment.

From the information provided it is understood that this proposal is for subdivision creating 149 residential allotments and new local roads to be undertaken in seven (7) stages. The development site has frontage to Kiely Road and Mayflower Drive, which are classed as local roads with a 50km speed limit.

Access to the subject site is from Nicholas Drive which connects with the Cobb Highway (HW21) approximately 1.1 kilometres to the west of the subject site. Given the location of the subject land within Moama relative to the main shopping areas in Moama and Echuca, it is anticipated that the majority of traffic would filter through the surrounding road network southward from the development site. However given the proximity of nearby schools, sporting facilities to the west and industrial precinct to the northwest of the subject site the subdivision has the potential to generate additional traffic, both pedestrian and vehicular, through the intersection of Nicholas Drive with the Cobb Highway.

The subdivision layout provides for active transport links to the road reserve of Kiely Road and the road reserves of the unformed roads to the north and west of the subject site, however subdivision pattern but does not include provision for vehicle access to these road reserves. This is supported by TfNSW as this will not increase the traffic volumes through the intersection of Kiely Road with the Cobb Highway. Notwithstanding this the proposed subdivision creating 149 allotments in addition to the existing allotments rely on vehicular access via a single intersection to Nicholas Drive.

It is understood Council does not have a contribution plan for the potential construction of roundabout at the intersection of the Cobb Highway/Nicholas Drive. This has been raised in previous submissions from Roads and Maritime Services (now Transport for NSW).

Transport for NSW has assessed the Development Application based on the documentation provided and would raise no objection to the development proposal subject to the Consent Authority ensuring that the development is undertaken in accordance with the information submitted as amended by the inclusion of the following as conditions of consent (if approved):-

1. Vehicular access from the subject site to the road reserves to the north and west site and to the road reserve of Kiely Road is denied.
2. Works associated with the proposed development shall be at no cost to Transport for NSW.

The following comments are provided to Council for consideration in its assessment of the development proposal;

- The internal road network and roadside environment should be designed, constructed and maintained to provide a safe environment for all road users and to encourage compliance with the desired speed limit through the subdivision in accordance with the NSW speed zoning guidelines.
- The proposed subdivision may represent a need to review the current speed zone in surrounding streets in accordance with the current speed zone guidelines. Any changes deemed necessary to the speed limit should be at full cost to the developer.
- The subdivision should be designed and staged to provide for alternative routes for vehicular access to allow for distribution of traffic and alternative means of access for emergency vehicles to allotments.
- The internal road network is to provide for ease of access for larger vehicles such as public transport, service and construction vehicles (eg Garbage trucks, delivery trucks). Bus stop facilities are to be provided within the estate for the convenience of the user in accordance with relevant guidelines.
- Transport for NSW encourages the provision of facilities to provide for alternative means of travel to the motor vehicle. Facilities are required to be extended to and provided through the subdivision for the safe and effective movement of pedestrians and cyclists to facilities such as nearby schools, sporting and shopping facilities.

Please be advised that under the provisions of the Environmental Planning & Assessment Act it is the responsibility of the Consent Authority to assess the environmental implications, and notify potentially affected persons, of any development including conditions.

Any enquiries regarding this correspondence may be referred to the Manager, Land Use, TfNSW (South West Region), Maurice Morgan, phone (02) 6923 6611.

Please forward a copy of the Notice of Determination for this Development Application to the Land Use -TfNSW at the same time as advising the applicant.

Yours faithfully



Per:
Jonathan Tasker
Acting Director South West

MURRAY RIVER COUNCIL
Development Application Approval

Application Number: 10.2020.339.1
Approval Date: 15 July 2021

Rod Croft
Authorised Officer
Sheet 1 of 4



H 1:1000
SCALE @ A1

PROPOSED LAYOUT CONTAINS 140 LOTS. SUBJECT TO
DEVELOPMENT APPLICATION AND BOUNDARY
REESTABLISHMENT SURVEY



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16 Bridge Street Bendigo
Victoria 3550 Australia T 61 3 5448 2500
spiire.com.au ABN 55 050 029 635

Designed

Checked

Authorised

Date

MAIDENS GREEN
232 KIELY ROAD, MOAMA
SUBDIVISION
PROPOSED LAYOUT
MURRAY RIVER COUNCIL
VILLAWOOD PROPERTIES

PRELIMINARY Drg No 500016-156CF200 Rev B





MURRAY RIVER COUNCIL
Development Application Approval

Application Number: 10.2020.339.1
Approval Date: 15 July 2021

Rod Croft
Authorised Officer
Sheet 3 of 4



- LEGEND
-  EXISTING TREE TO BE RETAINED
 -  EXISTING TREE TO BE REMOVED

file name 500016-156CF202A.dwg, layout name CF202, plotted by Jason Fahring
file location G:\30\300576\Civil\ACAD plot date 10/03/2021 11:20 AM Sheet 3 of 3 Sheets

A	PLANS TO ACCOMPANY DEVELOPMENT APPLICATION	JF	10-03-21
Rev	Amendments	Approved	Date

H 1:1000
SCALE @ A1

SUBJECT TO DEVELOPMENT APPLICATION AND
BOUNDARY REESTABLISHMENT SURVEY. TREE LOCATION
SUBJECT TO FINAL FEATURE SURVEY.



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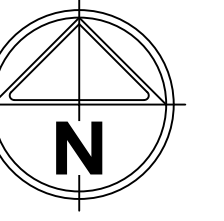


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Designed	Checked
Authorised	Date

MAIDENS GREEN
232 KIELY ROAD, MOAMA
SUBDIVISION
EXISTING VEGETATION PLAN
MURRAY RIVER COUNCIL
VILLAWOOD PROPERTIES

PRELIMINARY Drg No 500016-156CF202A Rev



MURRAY RIVER COUNCIL
Development Application Approval
Application Number: 10.2020.339.1
Approval Date: 15 July 2021
Rod Croft
Authorised Officer
Sheet 4 of 4

NOTE:
CONTOUR LEVELS AND
SERVICES ARE SHOWN
INDICATIVELY AND
SUBJECT TO FINAL
ENGINEERING DESIGN

SERVICE LEGEND

- DRAINAGE — SWD —
- STORMWATER RISING MAIN — SWRM —
- SEWER — S —
- DRINKING WATER — DW —
- NON-DRINKING WATER — NDW —
- GAS — G —
- ELECTRICITY — E —
- TELECOM — T —

TREE TO BE REMOVED

file name: 500016-156CF203.dwg, layout: para CF203, plotted by: Jason Eshing, file location: G:\301\30055\500016-156CF203.dwg, plot date: 18/05/2021 3:18 PM, Sheet 1 of 1 Sheets

Rev	Description	Approved	Date
B	STORMWATER PUMP STATION INCLUDED	JF	18-06-2021
A	PRELIMINARY ISSUE	JF	24-05-2021
Rev	Amendments	Approved	Date

H 1 : 800
SCALE @ A1
V 1 : 800

PROPERTY BOUNDARY AND FEATURE LOCATION SUBJECT
TO SURVEY



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Designed	Checked
Authorised	Date
JF	24-05-21

MAIDENS GREEN
232 KIELY ROAD, MOAMA
SUBDIVISION
PRELIMINARY ENGINEERING
MURRAY RIVER COUNCIL
VILLAWOOD PROPERTIES

PRELIMINARY Drg No 500016-156CF203 Rev B

SECTION 10.7(2) PLANNING CERTIFICATE

Issued under the *Environmental Planning and Assessment Act 1979*

APPLICANT: InfoTrack
GPO Box 4029
Sydney NSW 2001
ecertificates@infotrack.com.au

CERTIFICATE NO: 726-2021c
DATE: 28 April 2021

APPLICANT'S REFERENCE: 611795-2

COUNCIL'S REFERENCE: 11210566

DESCRIPTION OF LAND:

Lot: 232
DP: 751152
Address: Mayflower Drive
Moama NSW 2731

OWNER: Christine Ann Kiely, Gerald Vincent Kiely, Michael Joseph Kiely and William Kevin Kiely

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

1. Names of relevant planning instruments and DCPs

The names of:

(1) each environmental planning instrument that applies to the carrying out of development on the land.	<p>Murray Local Environmental Plan 2011 The Murray Local Environmental Plan 2011 is the principal statutory planning document prepared by Council to guide planning decisions for the Greater Murray and Moama wards of the Murray River Local Government Area. An electronic version is available at: www.legislation.nsw.gov.au.</p> <p>Murray Regional Environmental Plan No 2—Riverine Land</p> <p>State Environmental Planning Policies – Refer to Appendix 'B'</p>
(2) 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 Planning Secretary has notified the Council that the making of the proposed instrument has been deferred indefinitely or has not been approved).	<p>Proposed Murray LEP 2011 - Planning Proposals (PP_2017_MRIVE_002_00, PP_2020_MRIVE_002_00). Draft SEPP (Environment) Housekeeping Amendment to SEPP (Exempt and Complying Development Codes) 2008 Proposed Amendments to SEPP No. 55 - Remediation of Land</p>

(3) each development control plan that applies to the carrying out of development on the land.	Murray Development Control Plan 2012: Amendment 5 The <i>Murray Development Control Plan 2012</i> contains detailed planning controls that set out the guidelines and considerations against which development proposals can be consistently measured and assessed for determination purposes for the Greater Murray and Moama Wards of the Murray River Local Government Area.
Note: In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.	

2. Zoning and land use under relevant LEPs

For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described):

(a) the identity of the zone, whether by reference to a name (such as "Residential Zone" or "Heritage Area") or by reference to a number (such as "Zone No 2(a)"),	R1 General Residential
(b) the purposes for which the instrument provides that development may be carried out within the zone without the need for development consent,	Refer to Appendix 'A'
(c) the purposes for which the instrument provides that development may not be carried out within the zone except with development consent,	All development (construction and/or use) in this zone requires approval (development consent or complying development certificate) unless it is prohibited or, if listed as Exempt Development in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 or where relevant in Clause 3.1 of Murray LEP 2011. The demolition of all dwelling houses and most buildings or structures on the land requires development consent unless it is Exempt Development.
(d) the purposes for which the instrument provides that development is prohibited within the zone,	Refer to Appendix 'A'
(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,	Refer to Appendix 'A'
(f) whether the land includes or comprises critical habitat	Not known to.
(g) whether the land is in a conservation area (however described),	No
(h) whether an item of environmental heritage (however described) is situated on the land.	No

2A. Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006

To the extent that the land is within any zone (however described) under: (a) Part 3 of the State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (the 2006 SEPP), or (b) a Precinct Plan (within the meaning of the 2006 SEPP), or (c) a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act, the particulars referred to in clause 2 (a)–(h) in relation to that land (with a reference to "the instrument" in any of those paragraphs being read as a reference to Part 3 of the 2006 SEPP, or the Precinct Plan or proposed Precinct Plan, as the case requires).	Not applicable.
--	-----------------

3. Complying development

<p>Whether or not the land on which no complying development may be carried out under the <u>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</u> and, if no complying development may be carried out on that land under that Policy, the reason why complying development may not be carried out on that land.</p>	<p>Part 3 Housing Code Complying Development under the Codes SEPP may not be carried out on this land or a part of this land as the land is affected by the following restriction/s;</p> <ul style="list-style-type: none">land identified by an environmental planning instrument as being:<ul style="list-style-type: none">within an ecologically sensitive area, orenvironmentally sensitive land. <p>Please note 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>Part 3A Rural Housing Code Not applicable.</p> <p>Part 3B Low Rise Medium Density Housing Code Complying Development under the Codes SEPP may not be carried out on this land or a part of this land as the land is affected by the following restriction/s;</p> <ul style="list-style-type: none">land identified by an environmental planning instrument as being:<ul style="list-style-type: none">within an ecologically sensitive area, orenvironmentally sensitive land. <p>Please note 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>Part 3C Greenfield Housing Code Complying Development under the Codes SEPP may not be carried out on this land or a part of this land as the land is affected by the following restriction/s;</p> <ul style="list-style-type: none">land identified by an environmental planning instrument as being:<ul style="list-style-type: none">within an ecologically sensitive area, orenvironmentally sensitive land. <p>Please note 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>Part 3D Inland Code Not applicable.</p> <p>Part 4 Housing Alterations Code Complying Development under the Codes SEPP may be carried out on all of land.</p> <p>Please note 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>Part 4A General Development Code Complying Development under the Codes SEPP may be carried out on all of land.</p> <p>Please note 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>Part 5 Commercial and Industrial Alterations Code Complying Development under the Codes SEPP may be carried out on all of land.</p> <p>Please note 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>Part 5A Commercial and Industrial (New Buildings and Additions) Code Not applicable.</p>
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	<p>Part 5B Container Recycling Facilities Code Complying Development under the Codes SEPP may be carried out on all of land.</p> <p>Please note 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>Part 6 Subdivisions Code Complying Development under the Codes SEPP may be carried out on all of land.</p> <p>Please note 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>Part 7 Demolition Code Complying Development under the Codes SEPP may be carried out on all of land.</p> <p>Please note 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>Part 8 Fire Safety Code Complying Development under the Codes SEPP may be carried out on all of land.</p> <p>Please note 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>Disclaimer - This certificate only addresses matters raised in Clauses 1.17A (1)(c-e),(2),(3),(4), 1.18(1)(c3) & 1.19 of the Codes SEPP. It is your responsibility to ensure that you comply with any other requirements of the Codes SEPP. Failure to comply with these provisions may mean that a Complying Development Certificate issued under the provisions of the Codes SEPP could be invalidated by the Land and Environment Court.</p>	

4, 4A (Repealed)

4B. Annual Charges under *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works

In relation to a coastal council—whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under Section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of Section 553B of that Act).	Not applicable.
<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 Local Government Act 1993.</p>	

5. Mine subsidence

Whether or not the land is proclaimed to be a mine subsidence district within the meaning of the Coal Mine Subsidence Compensation Act 2017 .	This land is not proclaimed to be a mine subsidence district within the meaning of the Coal Mine Subsidence Compensation Act 2017 .
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6. Road widening and road realignment

Whether or not the land is affected by any road widening or road realignment under:

(a) Division 2 of Part 3 of the Roads Act 1993 , or (b) any environmental planning instrument, or (c) any resolution of the Council.	Not known to be affected.
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7. Council and other public authorities policies on hazard risk restrictions

Whether or not the land is affected by a policy:

(a) adopted by the Council, or (b) adopted by any other public authority and notified to the Council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the Council, that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).	
Yes- bushfire	

7A. Flood related development controls information

(1)	Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or senior housing) is subject to flood related development controls.
(2)	Whether or not development on that land or part of the land for any other purposes is subject to flood related development controls.
(3)	Words and expressions in this clause have the same meanings as in the Standard Instrument.
Yes	

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.	Not known to be reserved
--	--------------------------

9. Contributions plans

Section 7.11 (formally Section 94) Development Contributions Plan , December 2011 as amended This plan details charges to be levied on development in relation to: <ul style="list-style-type: none"> • Roads • Open Space • Community Facilities • Waste • Stormwater • Car Parking 	
Section 64 Development Servicing Plan , July 2005 as amended This plan details charges to be levied on development in relation to: <ul style="list-style-type: none"> • Water • Sewerage 	
Section 64 and Section 7.11/Section 7.12 Plans These plans contain the financial contributions required of certain development to financially assist Council in meeting the cost of providing facilities and services. Land subdivision, dual occupancy, medium density housing, commercial development and industrial development which are likely to cause an increased use of community facilities or municipal services may attract development contributions.	

9A. Biodiversity certified land

If the land is biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016 , a statement to that effect. Note. Biodiversity certified land includes land certified under Part 7AA of the Threatened Species Conservation Act 1995 that is taken to be certified under Part 8 of the Biodiversity Conservation Act 2016 .	None that Council is aware of.
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10. Biodiversity stewardship sites

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016 , a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage). Note. Biodiversity stewardship agreements include biobanking agreements under Part 7A of the Threatened Species Conservation Act 1995 that are taken to be biodiversity stewardship agreements under Part 5 of the Biodiversity Conservation Act 2016 .	None that Council is aware of.
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10A. Native vegetation clearing set asides

If the land contains a set aside area under Section 60ZC of the Local Land Services Act 2013 , a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section).	None that Council is aware of.
--	--------------------------------

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.	Part of the land is bush fire prone.
--	--------------------------------------

12. Property vegetation plans

If the land is land to which a property vegetation plan approved under Part 4 of the <i>Native Vegetation Act</i> 2003 (and that continues in force) applies, a statement to that effect (but only if the Council has been notified of the existence of the plan by the person or body that approved the plan under that Act).	None apply.
--	-------------

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

Whether an order has been made under the <i>Trees (Disputes Between Neighbours) Act</i> 2006 to carry out work in relation to a tree on the land (but only if the Council has been notified of the order).	None apply.
--	-------------

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.	None apply.
--	-------------

15. Site compatibility certificates and conditions for seniors housing

<p>If the land is land to which State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 applies:</p> <ul style="list-style-type: none">(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:<ul style="list-style-type: none">(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.	None apply.
---	-------------

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

<p>A statement of whether there is a valid site compatibility certificate (infrastructure) or site compatibility certificate (schools or TAFE establishments), of which the Council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:</p> <ul style="list-style-type: none">(a) the period for which the certificate is valid, and(b) that a copy may be obtained from the head office of the Department.	None apply.
--	-------------

17. Site compatibility certificates and conditions for affordable rental housing

<ul style="list-style-type: none">(1) A statement of whether there is a current site compatibility certificate (affordable rental housing), of which the Council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:<ul style="list-style-type: none">(a) the period for which the certificate is current, and(b) that a copy may be obtained from the head office of the Department.(2) A statement setting out any terms of a kind referred to in clause 17(1) or 38(1) of <i>State Environmental Planning Policy (Affordable Rental Housing)</i> 2009 that have been imposed as a condition of consent to a development application in respect of the land.	None apply.
--	-------------

18. Paper subdivision information

<ul style="list-style-type: none">(1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.(2) The date of any subdivision order that applies to the land.(3) Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.	None apply.
---	-------------

19. Site verification certificates

<p>A statement of whether there is a current site verification certificate, of which the Council is aware, in respect of the land and, if there is a certificate, the statement is to include:</p> <p>(a) the matter certified by the certificate, and</p> <p>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>	None apply.
---	-------------

20. Loose-fill asbestos insulation

If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act 1989) that are listed on the register that is required to be maintained under that Division, a statement to that effect.	None apply.
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21. Affected building notices and building product rectification orders

<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 <i>Building Products (Safety) Act 2017</i>.</p> <p>building product rectification order has the same meaning as in the <i>Building Products (Safety) Act 2017</i>.</p>	<p>None that Council is aware of.</p> <p>None that Council is aware of.</p>
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Note: The following matters are prescribed by Section 59 (2) of the *Contaminated Land Management Act 1997* as additional matters to be specified in a planning certificate.

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

GENERAL COMMENTS

- See Appendix A for the objectives of the zones affecting the subject land.
- Planning Instruments and the *Murray Development Control Plan 2012: Amendment 5* impose various restrictions on the use of the land which are not attributable to the zoning or reservation of the land.
- The *Murray Development Control Plan 2012: Amendment 5* complements the provisions of the *Murray Local Environmental Plan 2011* and contains the detailed planning provisions relating to development standards and guidelines which will be considered by Council when assessing a development application.
- The above information has been taken from the Council's records but Council cannot accept responsibility for any omission or inaccuracy.
- The provisions of any covenant, agreement or instrument applying to this land purporting to restrict or prohibit certain development may be inconsistent with the provisions of a *Regional Environmental Plan*, *State Environmental Planning Policy*, the *Murray Local Environmental Plan 2011* or the *Murray Development Control Plan 2012: Amendment 5*. In these circumstances any such covenant, agreement or instrument may be overwritten under Clause 1.9A of the *Murray Local Environmental Plan 2011*.

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



Rod Croft
Interim Director Planning & Environment

MURRAY LOCAL ENVIRONMENTAL PLAN 2011

Appendix A

ZONE R1 General Residential

GENERAL REQUIREMENTS

DEVELOPMENT AND SUBDIVISION

LAND USE TABLE: R1 GENERAL RESIDENTIAL ZONE

1 Objectives of zone

- To provide for the housing needs of the community.
- To provide for a variety of housing types and densities.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To avoid potential land use conflict and protect the amenity of residents.
- To provide for tourist and visitor accommodation in appropriate locations.

2 Permitted without consent

Environmental protection works; Home occupations

3 Permitted with consent

Attached dwellings; Boarding houses; Centre-based child care facilities; Community facilities; Dwelling houses; Group homes; Home industries; Hostels; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Residential flat buildings; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Shop top housing; Take away food and drink premises; Tank-based aquaculture; Any other development not specified in item 2 or 4

4 Prohibited

Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Biosolids treatment facilities; Boat building and repair facilities; Car parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Electricity generating works; Entertainment facilities; Extractive industries; Farm buildings; Farm stay accommodation; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Helipads; Highway service centres; Industrial retail outlets; Industrial training facilities; Industries; Marinas; Mooring pens; Mortuaries; Open cut mining; Passenger transport facilities; Public administration buildings; Recreation facilities (major); Registered clubs; Restricted premises; Rural industries; Rural workers' dwellings; Service stations; Sewage treatment plants; Sex services premises; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water recycling facilities; Wharf or boating facilities; Wholesale supplies

RELEVANT SPECIAL PROVISIONS

4.1 Minimum subdivision lot size

- (1) The objectives of this clause are as follows:
 - (a) to ensure that new subdivisions reflect lot sizes that are able to provide for adequate servicing of the land and respond to any topographic, physical or environmental constraints,
 - (b) to ensure that lot sizes are of a sufficient size and shape to accommodate development,
 - (c) to prevent the fragmentation of rural lands.
- (2) This clause applies to a subdivision of any land shown on the [Lot Size Map](#) that requires development consent and that is carried out after the commencement of this Plan.
- (3) The size of any lot resulting from a subdivision of land to which this clause applies is not to be less than the minimum size shown on the [Lot Size Map](#) in relation to that land.
- (4) This clause does not apply in relation to the subdivision of any land:
 - (a) by the registration of a strata plan or strata plan of subdivision under the [Strata Schemes Development Act 2015](#), or
 - (b) by any kind of subdivision under the [Community Land Development Act 1989](#).

4.1B Minimum subdivision lot sizes for certain split zones

- (1) The objectives of this clause are as follows:
 - (a) to provide for the subdivision of lots that are within more than one zone and cannot be subdivided under clause 4.1,
 - (b) to ensure that the subdivision occurs in a manner that promotes suitable land use and development.
- (2) This clause applies to each lot (an original lot) that contains:
 - (a) land in a residential, business or special uses zone, and
 - (b) land in RU1 Primary Production or Zone E3 Environmental Management.
- (3) Despite clause 4.1, development consent may be granted to subdivide an original lot to create other lots (the resulting lots) if:
 - (a) one of the resulting lots will contain:
 - (i) land in a residential, business or special uses zone that has an area that is not less than the minimum size shown on the [Lot Size Map](#) in relation to that land, and
 - (ii) all of the land in RU1 Primary Production or Zone E3 Environmental Management that was in the original lot, and
 - (b) all other resulting lots will contain land that has an area that is not less than the minimum size shown on the [Lot Size Map](#) in relation to that land.
- (4) For the purposes of this clause, land is in a residential, business or special uses zone if it is in any of the following zones:
 - (a) Zone R1 General Residential,
 - (b) Zone R2 Low Density Residential,
 - (c) Zone R5 Large Lot Residential,
 - (d) Zone B2 Local Centre,
 - (e) Zone B6 Enterprise Corridor,
 - (f) Zone SP1 Special Activities,
 - (g) Zone SP2 Infrastructure,
 - (h) Zone SP3 Tourist.

Appendix B

State Environmental Planning Policies

- [State Environmental Planning Policy No 21—Caravan Parks](#)
- [State Environmental Planning Policy No 33—Hazardous and Offensive Development](#)
- [State Environmental Planning Policy No 36—Manufactured Home Estates](#)
- [State Environmental Planning Policy No 50—Canal Estate Development](#)
- [State Environmental Planning Policy No 55—Remediation of Land](#)
- [State Environmental Planning Policy No 64—Advertising and Signage](#)
- [State Environmental Planning Policy No 65—Design Quality of Residential Apartment Development](#)
- [State Environmental Planning Policy No 70—Affordable Housing \(Revised Schemes\)](#)
- [State Environmental Planning Policy \(Affordable Rental Housing\) 2009](#)
- [State Environmental Planning Policy \(Building Sustainability Index: BASIX\) 2004](#)
- [State Environmental Planning Policy \(Concurrences and Consents\) 2018](#)
- [State Environmental Planning Policy \(Educational Establishments and Child Care Facilities\) 2017](#)
- [State Environmental Planning Policy \(Exempt and Complying Development Codes\) 2008](#)
- [State Environmental Planning Policy \(Housing for Seniors or People with a Disability\) 2004](#)
- [State Environmental Planning Policy \(Infrastructure\) 2007](#)
- [State Environmental Planning Policy \(Koala Habitat Protection\) 2020](#)
- [State Environmental Planning Policy \(Koala Habitat Protection\) 2021](#)
- [State Environmental Planning Policy \(Mining, Petroleum Production and Extractive Industries\) 2007](#)
- [State Environmental Planning Policy \(Primary Production and Rural Development\) 2019](#)
- [State Environmental Planning Policy \(State and Regional Development\) 2011](#)
- [State Environmental Planning Policy \(State Significant Precincts\) 2005](#)
- [State Environmental Planning Policy \(Vegetation in Non-Rural Areas\) 2017](#)
- [*Deemed* State Environmental Planning Policy – Murray Regional Environmental Plan No 2—Riverine Land](#)