

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Charles L King & Co First National Real Estate PO Box 329, ECHUCA VIC 3564	Phone: 03 5482 2111 Fax: 03 5482 5097 Ref: Wayne Norwood
co-agent	Nil	
vendor	Swedzah Pty Ltd (ACN 066 180 658) and R & M Perry Pty Ltd (ACN 067 298 579) and The Range Moama Pty Ltd (ACN 648 340 792)	
vendor's solicitor	Cosgriff Lawyers 217 Pakenham Street, Echuca VIC 3564	Phone: (03) 5480 6344 Email: jimc@cosgriff.lawyer Fax: (03) 5480 6393 Ref: JC:EW:22008298
date for completion land (address, plan details and title reference)	Refer to Further Provision 33 Lot , The Range, Moama, New South Wales 2731 Lot in an unregistered plan which is part of Lot 11 in Deposited Plan 701453 Folio Identifier: Part of 11/701453	(clause 15)

improvements VACANT POSSESSION subject to existing tenancies
 HOUSE garage carport home unit carspace storage space
 none other:
 attached copies documents in the List of Documents as marked or as numbered:
 other documents:

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

inclusions	<input type="checkbox"/> blinds	<input type="checkbox"/> dishwasher	<input type="checkbox"/> light fittings	<input type="checkbox"/> stove
	<input type="checkbox"/> built-in wardrobes	<input type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood	<input type="checkbox"/> pool equipment
	<input type="checkbox"/> clothes line	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels	<input type="checkbox"/> TV antenna
	<input type="checkbox"/> curtains	<input type="checkbox"/> other:		
exclusions				
purchaser				
purchaser's solicitor				
price	\$			(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	GST AMOUNT (optional) The price includes GST of: \$	_____	witness
_____	purchaser	<input type="checkbox"/> JOINT TENANTS <input type="checkbox"/> tenants in common <input type="checkbox"/> in unequal shares	_____	witness

ChoicesVendor agrees to accept a **deposit-bond** (clause 3) NO yes**Nominated Electronic Lodgment Network (ELN)** (clause 30):

PEXA

Electronic transaction (clause 30) no YES(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or serve *within* 14 days of the contract date):**Tax information (the parties promise this is correct as far as each party is aware)**

Land tax is adjustable

 NO yes

GST: Taxable supply

 NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply

 NO yes

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

 not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b)) by a vendor who is neither registered nor required to be registered for GST (section 9-5(d)) GST-free because the sale is the supply of a going concern under section 38-325 GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)Purchaser must make a *GSTRW payment*
(GST residential withholding payment) no yes (if yes, vendor must provide further details)If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *at least* 14 days prior to completion.**GSTRW payment (GST residential withholding payment) – further details**

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

Supplier's name: The Range Moama Pty Ltd & The Trustee for Perry Property Trust & The Trustee for Rod and Michele Perry Family Trust

Supplier's ABN: 15 686 853 519

Supplier's GST branch address (if applicable):

Supplier's business address: 409-415 Princes Highway, Noble Park Vic 3174

Supplier's email address: chase@chadinvest.com.au

Supplier's phone number: 0408 343 868

Supplier's proportion of *GSTRW payment*: 100%

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

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

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

List of Documents

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

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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 *servicing* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

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

7 Claims by purchaser

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

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

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

- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the 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 *servicing* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

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

24 Tenancies

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

25 Qualified title, limited title and old system title

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

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

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

- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within* 7 days of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion;
- 30.9.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion; and
- 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* 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.

FURTHER PROVISIONS

33. COMPLETION DATE

The completion date of this Contract will be 21 days from the date the Vendor's Solicitor notifies the Purchaser's Solicitor of the registration of the Plan of Subdivision referred to in Further Provision 42, or earlier by agreement.

34. WARRANTIES & REPRESENTATIONS

The Purchaser acknowledges that the Vendor has not nor has anyone on the Vendor's behalf made any representation or warranty as to the fitness for any particular purpose or otherwise of the property or that any structures comply with the current or any building regulations and the purchaser expressly releases the Vendor and/or his servants or agents from any claims demands in respect thereof.

35. RESTRICTIONS

35.1. The Purchaser buys the land subject to any restriction as to use imposed by law or by any authority with power under any legislation to control the use of land. Any such restriction shall not constitute a defect in title or a matter of title or effect the validity of this contract and the purchaser shall not make any requisition or objection or claim or be entitled to compensation or damages from the vendor in respect thereof.

35.2. The Purchaser buys the land subject to all restrictions in Development Application 284/19 ("the Development Application") (copy attached) and shall be bound by and comply with the restrictions, together with any variation and amendment to the Development Application at all times.

36. NSW RIGHT TO FARM POLICY

In accordance with condition 7 of the Development Application 284/19, the Purchaser is directed to the NSW Right to Farm Policy, a summary of which is attached to this Contract. More information is publicly available including at the Department of Primary Industries NSW website (<https://www.dpi.nsw.gov.au/agriculture/lup/legislation-and-policy/right-to-farm-policy>). The Purchaser must not make any claim or raise any requisition in respect of the NSW Right to Farm Policy and is deemed to have informed itself as to the Policy and the effect, if any, on the land being purchased.

37. BUSHFIRE PROTECTION

37.1. The Purchaser acknowledges that the land sold is subject to and must be managed as an Inner Protection Area (IPA) in accordance with the requirements of Appendix 4 of Planning for Bush Fire Protection 2019. The following requirements apply:

- (a) Minimal fine fuel at ground level;
- (b) Grass must be mowed or grazed;
- (c) Trees and shrubs retained as clumps or islands and do not take up more than 20% of the area of the land;
- (d) Trees and shrubs located far enough from buildings so that they will not ignite the building;
- (e) Garden beds with flammable shrubs must not be located under trees or within 10 metres of any windows or doors;
- (f) Minimal plant species that keep dead material or drop large quantities of ground fuel;
- (g) Tree canopy cover not more than 15% of the land sold;

FURTHER PROVISIONS

- (h) Tree canopies not located within 2 metres of any building;
- (i) Trees separated by 2 to 5 metres and not to provide a continuous canopy from the hazard to the building; and
- (j) Lower limbs of trees removed up to a height of 2 metres above the ground.

37.2. The Purchaser must not make any claim or raise any requisition in respect of the requirements of Appendix 4 of Planning for Bush Fire Protection 2019 NSW and is deemed to have informed itself as to the requirements of the Policy and the effect, if any, on the land being purchased.

38. **DEFAULT BY PURCHASER**

38.1. If completion does not occur on or before the completion date, the Purchaser must pay to the Vendor on completion interest calculated daily and compounded on the last day of each calendar month;

- (a) At the rate of 12% per annum; and
- (b) On the balance of the purchase price payable under this contract,

in respect of the period commencing on the day following the completion date and ending on completion.

38.2. This Further Provision does not apply in respect of any period under which completion has been delayed solely due to the fault of the Vendor.

38.3. The Purchaser may not require the Vendor to complete this contract unless interest payable under this contract is paid to the Vendor on completion. It is an essential term of this contract that the interest due is paid on completion. Interest payable pursuant to this condition is a genuine pre-estimate of the Vendor's loss as a result of the Purchaser's failure to complete on or before the completion date.

39. **TIME OF THE ESSENCE**

Time is of the essence of this contract. However, if either party defaults under this contract the offended party shall not be entitled to exercise any of his rights arising out of the default other than the right to sue for money then owing until he has served the offending party with a written notice specifying the default and his intention to exercise his rights unless the default is remedied and the proper legal costs occasioned by the default and any interest demanded has been paid within fourteen days of service of the notice and the offending party fails to comply with the notice.

40. **INTERPRETATION**

Where the context so requires, words importing the masculine gender shall include the feminine gender and words importing the singular shall include the plural. Any reference to a person shall include a reference to a corporation.

41. **GUARANTEE**

In the event that the purchaser is a corporation, the Purchaser must on the date of this contract deliver to the Vendor a guarantee of, and indemnity in respect of any breach of, the Purchaser's obligations hereunder - such guarantee and indemnity executed by each director of the Purchaser and any other person or corporation reasonably required by the Vendor and to be in the form of the deed of guarantee attached hereto.

FURTHER PROVISIONS

42. PLAN OF SUBDIVISION AND SECTION 88B INSTRUMENT

- 42.1. In this Further Provision:
- (a) Registration Date means thirty (30) months after the Contract Date.
- 42.2. This Contract is subject to and conditional upon the Vendor procuring the registration of the Plan of Subdivision and associated Section 88B Instrument at NSW Land Registry Services (LRS) in their final forms (finalised as anticipated by, and in accordance with, Further Provision 42.4 hereof) by the Registration Date. The Vendor shall use its best endeavours to procure such registration as promptly as possible, but should such registration not be effected by the Registration Date:
- (a) the parties may agree to extend the period for the registration of the Plan of Subdivision;
 - (b) the Purchaser may rescind the Contract before both the Plan of Subdivision and associated Section 88B Instrument is registered by giving written notice to that effect to the Vendor and upon the giving of such notice the Contract shall be at an end and of no further effect, and any deposit paid shall be refunded to the Purchaser without deduction; or
 - (c) the Vendor may rescind the Contract provided:
 - (i) the Vendor has obtained the Purchaser's consent; or
 - (ii) the Vendor has obtained an order of the Supreme Court permitting the Vendor to rescind the Contract; or
 - (iii) the Vendor is otherwise permitted to do so in accordance with the Conveyancing (Sale of Land) Regulation 2017 (as amended).
- 42.3. Pending registration of both the Plan of Subdivision and Section 88B Instrument the Purchaser will not lodge, permit or cause to be lodged at LRS any Caveat or Priority Notice as the Purchaser of the land hereby sold and the Purchaser hereby indemnifies the Vendor against any loss or damage which the Vendor may suffer or incur in consequence of any breach by the Purchaser of this provision.
- 42.4. The Plan of Subdivision and associated Section 88B Instrument shall be in the form of the copy Plan of Subdivision attached and the copy Section 88B Instrument attached hereto provided that and subject to the following:
- (a) The Vendor shall be at liberty to effect any changes in the easements, restrictions, works and any other matter affecting the land which may be required by Murray River Council, LRS, or any other relevant authority (including any such change required by the Development Approval) in respect of the Plan of Subdivision or the Section 88B Instrument or both, and the Purchaser shall not make any requisition, objection, or claim compensation in respect thereof;
 - (b) Should it be required that any restriction on use be removed from the Section 88B (including the terms of the restrictive covenant attached to this Contract) and be included as a restrictive covenant in the Transfer of the land to the Purchaser, the Purchaser hereby agrees to accept such Transfer subject to such restrictive covenant;
 - (c) In Further Provision 42.4(a) the word "changes" shall encompass any variation, modification, relocation, addition, deletion, increase or decrease in relation to any easements, restrictions, works or other matters affecting the land.
- 42.5. The Vendor gives no warranty and makes no representation as to the fitness of the land for construction thereon of any particular style, type or model of dwelling and the Purchaser must satisfy himself in respect thereof from their own enquiries.

FURTHER PROVISIONS

43. FENCING

- 43.1. The Vendor will fence each lot to a height of 1.8 metres in Colorbond Monument. The fencing will take place in two stages.
- (a) Before settlement:
- In the first instance, before settlement, the Vendor will fence the rear boundary and one panel of fencing from the rear boundary along each side boundary of the property.
- (b) After settlement:
- In order to enable access to the property for building and other purposes the Vendor will fence the balance of the land on the earlier of:
- (i) the Vendor deciding in its absolute discretion to complete the fencing works; or
- (ii) within thirty (30) days of a written request by the Purchaser to the Vendor for the fencing works to be completed. The Purchaser must not send any written request pursuant to Further Provision 43.1(b) until at least fourteen (14) days after settlement has been completed.
- 43.2. Notwithstanding Further Provision 43.1, the Vendor will fence any Lot boundary abutting a public open space reserve in accordance with condition 53 of Development Application 284/19.
- 43.3. The Purchaser must not make any claim, objection, requisition or seek to delay settlement in relation to the fencing of the Lot.
- 43.4. Once the vendor has completed the fencing, the Purchaser must not make any claim, objection, requisition or seek to delay settlement in respect of any damage to the fence.

44. CONTRACTS IN ESTATE MAY NOT BE IDENTICAL

- 44.1. The Vendor advises that contracts relating to lots in the Estate may contain varying terms and conditions to this Contract.
- 44.2. The Purchaser acknowledges that:
- (a) there may be terms and conditions in this Contract that are not included in contracts for other lots in the Estate and vice versa; and
- (b) the Vendor may choose not to enforce all covenants, terms and conditions in all contracts for lots in the Estate equally or at all.
- 44.3. The Purchaser agrees that the Vendor shall not be liable to the Purchaser in respect of any matters set out in Further Provision 44.2 including:
- (a) any difference between this Contract and any other contract for a lot in the Estate; and
- (b) for enforcing or not enforcing some or all of its rights under contracts for the sale of lots in the Estate.

45. NON-MERGER

Any provision of this contract which can, and is intended to operate after settlement, remains effective.

FURTHER PROVISIONS

46. PURCHASER AS AGENT

If the purchaser buys as agent on behalf of an undisclosed principal, the purchaser shall remain personally liable under this contract at all times.

47. APPORTIONMENT OF RATES

For the purpose of clause 14, in the event of separate assessments of rates and taxes not being issued by the relevant statutory authorities as at the date of completion in respect of the property, all necessary adjustments between the parties shall be made on the basis that the property is liable to that proportion of rates and taxes levied or assessed against the whole of the land as the area of the property bears to the area of the whole land comprised in the Plan of Subdivision. The vendor will pay all outgoings when they are due to be paid and the purchaser cannot require them to be paid at or prior to settlement.

48. LAND TAX

Notwithstanding clause 16.6, on completion the Vendor shall not be bound to give the Purchaser a Land Tax Clearance Certificate showing the charge is no longer effective against the land and the Purchaser shall not be entitled to withhold any monies at settlement in respect of land tax. The reason for this Further Provision 48 is that an assessment would not have been received by the Vendor and the Vendor agrees to pay all land tax assessed in respect of the land to the completion date. The Vendor acknowledges that this Further Provision will not merge at settlement.

49. STAMP DUTY: PURCHASERS BUYING UNEQUAL INTERESTS

49.1. If there is more than one Purchaser, it is the Purchaser's responsibility to ensure the contract correctly records at the date of sale the proportions in which they are buying the property (the proportions).

49.2. If the proportions recorded in the transfer differ from those recorded in the contract, it is the Purchaser's responsibility to pay any additional duty which may be assessed as a result of the variation.

49.3. The Purchaser fully indemnifies the Vendor, the Vendor's agent and the Vendor's legal practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the contract.

49.4. This Further Provision will not merge on completion.

50. WARRANTIES IN LIEU OF REQUISITIONS

The Purchaser shall not be entitled to do deliver any requisitions or inquiries to the Vendor in relation to the title to the property or the subject matter of the Contract. Instead, the Vendor makes the following warranties in relation to the title and the property:-

50.1. The Vendor has, or will be entitled to custody of the title to the property on or before completion.

50.2. The Vendor is, or will be entitled to possession of the property on or before completion.

50.3. The property is not subject to any encumbrance not disclosed in the Contract, or any encumbrance on title not disclosed will be discharged on or before completion.

50.4. The Vendor is the absolute owner of all fixtures and chattels included in the Contract.

50.5. The Vendor has not received any notices.

50.6. The property is not subject to or affected by any legal proceedings.

FURTHER PROVISIONS

- 50.7. The Vendor is not under any legal disability.
- 50.8. The Vendor will provide the relevant documentation as required by Revenue NSW at settlement.

51. RELEASE OF SECURITY INTEREST

- 51.1. This Further Provision applies if any part of the property is subject to interest to which the **Personal Property Security Act 2009 (Cth)** applies.
- 51.2. Subject to Further Provisions 51.3 and 51.4, the Vendor must ensure that at or before completion, the Purchaser receives-
- (a) a release from the secured party releasing the security interest in respect of the property; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the **Personal Property Securities Act 2009 (Cth)** setting out that the amount or obligation that is secured is nil at the due date for settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the **Personal Property Securities Act 2009 (Cth)** indicating that, on the due date for settlement, the personal property included in the Contract is not or will not be property in which the security interest is granted-
- if the security interest is registered in the Personal Properties Securities Register.
- 51.3. The Vendor is not obliged to ensure that the Purchaser receives a release, statement, approval or correction in respect of any personal property that is sold in the ordinary course of the Vendor's business of selling personal property of that kind unless, in the case of goods that may or must be described by a serial number in the Personal Properties Securities Register, the Purchaser advises the vendor at least 21 days before the due date for the settlement that the goods are to be held as inventory.
- 51.4. The Vendor is not obliged to ensure that the Purchaser receives a release, statement, approval or correction in respect of any personal property that-
- (a) is not described by serial number in the Personal Property Securities Register; and
 - (b) is predominantly used for personal, domestic, or household purposes; and
 - (c) has a market value of not more than \$5,000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the **Personal Property Securities Act 2009 (Cth)**, not more than the prescribed amount.
- 51.5. A release for the purposes of Further Provision 51.2(a) must be in writing and in a form published by the Law Institute of Victoria, Law Council of Australia or the Australian Bankers Association.
- 51.6. If the Purchaser receives a release under Further Provision 51.2(a), the Purchaser must provide the Vendor with a copy of the release at or as soon as practicable after settlement.
- 51.7. In addition to ensuring a release is received under Further Provision 51.2(a), the Vendor must ensure that at or before settlement, the Purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal

FURTHER PROVISIONS

Property Securities Register.

- 51.8. The Purchaser must advise the Vendor of any security interest that the Purchaser reasonably requires to be released at 21 days before the due settlement.
- 51.9. If the Purchaser does not provide an advice under Further Provision 51.8, the Vendor may delay settlement until 21 days after the Purchaser advises the Vendor of the security interests that the Purchaser reasonably requires to be released.
- 51.10. If settlement is delayed under Further Provision 51.9, the Purchaser must pay the Vendor-
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the Vendor receives the advice, whichever is earlier; and
 - (b) any reasonable costs incurred by the Vendor as a result of the delay as though the Purchaser was in default.
- 51.11. Words and phrases used in this Further Provision which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in this Further Provision.

52. SALE OR TRANSFER OF DEVELOPMENT

- 52.1. In this Further Provision:
- (a) Development means the development known as The Range, Moama and the Land as defined in this Contract of Sale;
 - (b) New Vendor means any current Vendor that remains on title after any sale of the Land or part thereof by any current Vendor and any person to whom the Vendor sells the Land or part thereof before the registration of the Plan of Subdivision referred to in Further Provision 42.
- 52.2. The Vendor may at any time before the registration of the Plan of Subdivision:
- (a) Mortgage or create any other security interest over the Land; or
 - (b) Sell or transfer the Development or part thereof to any other person.
- 52.3. If the Vendor exercises its rights under Further Provision 52.2(b), the Purchaser agrees:
- (a) To the Vendor transferring the Land or part thereof to the New Vendor;
 - (b) To accept a transfer from the New Vendor and any current Vendor at completion;
 - (c) That it will perform and continue to be bound by the obligations imposed by the Purchaser under this Contract for the benefit of the New Vendor and any current Vendor.
- 52.4. If the Vendor exercises its rights under Further Provision 52.2(b) the Vendor will procure the New Vendor to sign a deed poll in favour of the Purchaser under which the New Vendor covenants to be bound by the obligations with any current Vendor under this Contract as if the Contract had been signed by the New Vendor in the first place.
- 52.5. If a Guarantee and Indemnity has been provided under this Contract, the Guarantors acknowledge and agree that:
- (a) The Guarantee remains unaffected by the sale or transfer of the Development or part thereof; and

FURTHER PROVISIONS

(b) The New Vendor and any current Vendor is entitled to the benefit of the Guarantee and Indemnity and may enforce the Guarantee and Indemnity against the Guarantor(s) as if the Guarantors had provided the Guarantee and Indemnity to the New Vendor in the first place.

52.6. The Vendor may exercise its rights under this Further Provision 52 without the Purchaser's consent and the Purchaser is not entitled to make any objection if the Vendor exercises those rights.

53. ECHUCA-MOAMA BRIDGE PROJECT

53.1. Major Road Projects Victoria is overseeing the construction of a new bridge to connect the Murray Valley Highway and Warren Street at Echuca to the Cobb Highway at Perricoota Road in Moama NSW (the Bridge Project).

53.2. The Bridge Project is affecting the road network throughout parts of Echuca and Moama including temporary and permanent road closures and traffic restrictions.

53.3. The Vendor makes no promises or representation as to whether the property or the road network servicing the property being sold is or will be impacted by the Bridge Project. The Purchaser enters into this contract as a result of its own enquiries in respect of the Bridge Project and cannot delay settlement or make any claim or requisition against the Vendor arising from or in any way related to the Bridge Project.

54. FAXED OR EMAILED COPY OF COUNTERPART ON EXCHANGE

54.1. This Agreement may be executed in any number of counterparts. Each counterpart is an original but the counterparts together are one and the same Agreement.

54.2. This Agreement is binding on the parties on the exchange of counterparts. A copy of a counterpart sent by facsimile machine or email transmission:

- (a) must be treated as an original counterpart;
- (b) is sufficient evidence of the execution of the original; and,
- (c) may be produced in evidence for all purposes in place of the original.

55. GST (MARGIN SCHEME)

55.1. "GST" means GST within the meaning of the GST Act.

55.2. "GST Act" means "A New Tax System (Goods & Services Tax) Act 1999".

55.3. Expressions used in this further provision that are defined in the GST Act have the same meaning as given to them in the GST Act.

55.4. The parties agree that the margin scheme is to apply to the sale of the property and that the purchase price is inclusive of GST.

56. SUBJECT TO FINANCE

If this box is marked with an 'X' this Contract is made subject to the Purchaser obtaining finance approval and the provisions of this Further Provision 56 shall apply to this Contract.

56.1. This Contract is subject to the Purchaser obtaining approval for finance from a bank in an amount sufficient to complete the purchase ("the loan") on terms reasonably satisfactory to the Purchaser with the date of that approval to be _____ days from the contract date ("the approval date").

FURTHER PROVISIONS

56.2. Provided the Purchaser:

- (a) Makes immediate application for the loan;
- (b) Uses the Purchaser's best endeavours to obtain the loan; and
- (c) Provides all information to the lending institution immediately upon request,

then in the event that the Purchaser does not obtain approval for the loan and notifies the Vendor or their solicitors by 4:00pm on the approval date that the Purchaser has not obtained approval for the loan, this Contract shall be at an end and all monies paid by the Purchaser shall be refunded.

56.3. Should the Purchaser, on or before the approval date, fail to comply with any of the obligations in Further Provision 56.2 then the Purchaser will no longer have the benefit of this Further Provision and the Contract shall no longer be conditional on the Purchaser obtaining approval for finance as stipulated in Further Provision 56.1.

56.4. The Purchaser irrevocably authorises its lender to provide to the Vendor such information that is requested by the Vendor in respect of the loan and the Purchaser irrevocably waives any privacy or restriction in relation to the dissemination of that information to the Vendor by the Purchaser's lender.

RESTRICTIVE COVENANT

The Owner of a Lot Burdened shall not, without the prior consent of Swedzah Pty Ltd (ACN 066 180 658) and R & M Perry Pty Ltd (ACN 067 298 579) and The Range Moama Pty Ltd (ACN 648 340 792):

1. erect or re-erect or allow to be erected or re-erected on the land hereby transferred any building or part of a building which has previously been erected in another location nor use any second hand building materials in the construction of any building on the land hereby transferred;
2. erect or cause or suffer to be erected on the land hereby transferred any building other than one private dwelling house with outbuilding, carport or garage in accordance with clauses 3, 4 or 5 hereof respectively and such dwelling house shall:
 - 2.1 not be constructed without a carport or garage being constructed at the same time and in accordance with clauses 4 or 5 hereof respectively; and
 - 2.2 not have a floor area of less than 180 square metres within the outer walls thereof, calculated by excluding the area of all eaves, carports, pergolas, verandahs and garages; and
 - 2.3 not be constructed of external wall cladding material wherein brick or stone comprises less than seventy five per centum (75%) of the external wall area, and the remaining external wall area shall not be constructed of unfinished fibrocement sheeting or timber weatherboards which do not have a painted or rendered finish; and
 - 2.4 notwithstanding the provisions of clause 2.3 above, the Transferee will not be prevented from using lightweight approved and certified systems such as Hebel aerated concrete, Exsulite polystyrene systems as an external wall cladding material, provided that the base sheets have a coated and painted finish not less than 5mm in thickness; and
 - 2.5 not be roofed with any material other than non-reflective Colorbond steel sheeting, concrete tiles, slate tiles or terracotta tiles; and
 - 2.6 not have roof with a pitch of greater than 30 degrees; and
 - 2.7 not be used as other than a private residence unless it is a display home.
3. erect or cause or suffer to be erected on the land hereby transferred any outbuilding (other than a carport or garage) which:
 - 3.1 where the land is 1000 square meters or less in size, has a floor area of more than 70 square metres or a height of more than 4 metres;
 - 3.2 where the land is greater than 1000 square meters, has a floor area of more than 80 square metres or a height of more than 4 metres;
 - 3.3 is constructed of material other than brick, stone or non-reflective Colorbond steel sheeting (unless that outbuilding has a floor area of 10 square metres or less);
 - 3.4 is not fully enclosed;
 - 3.5 has a roof with a pitch of greater than 30 degrees;
 - 3.6 is additional to any outbuilding already erected on the land hereby transferred which has a floor area of more than 10 square metres.
4. erect or cause or suffer to be erected on the land hereby transferred any carport which:
 - 4.1 has a roof, the pitch of which is not identical to the roof pitch of the private dwelling house erected or to be erected on the land hereby transferred;
 - 4.2 is not constructed of the same materials used in the construction of the private dwelling house erected or to be erected on the land hereby transferred;

- 4.3 is additional to any carport already erected on the land hereby transferred.
5. erect or cause or suffer to be erected on the land hereby transferred any garage which:
 - 5.1 is not fully enclosed;
 - 5.2 has a roof, the pitch of which is not identical to the roof pitch of the private dwelling house erected or to be erected on the land hereby transferred;
 - 5.3 is not constructed of the same materials used in the construction of the private dwelling house erected or to be erected on the land hereby transferred;
 - 5.4 is additional to any garage already erected on the land hereby transferred.
6. erect or allow to be erected on the land hereby transferred:
 - 6.1 any fence on the street frontage boundary or between the street frontage boundary and the dwelling house;
 - 6.2 on Lots 147, 148, 207 and 208, any fence on the boundary adjoining the public open space of material other than post and wire or post and rail at a height greater than 1.5 metres;
 - 6.3 on Lot 227, any fence on the boundary adjoining the public open space of material other than Colorbond Monument at a height greater than 1.5 metres;
 - 6.4 any other boundary fence of a height greater than 1.8 metres measured from ground level to the top of the fence;
 - 6.5 any boundary fence constructed of material other than:
 - 6.5.1 for Lots 147, 148, 207 and 208, post and wire or post and rail to the boundary of the adjoining public open space as required by Development Application 284/19 and Colorbond Monument to the remaining boundaries;
 - 6.5.2 for all other Lots, Colourbond Monument;
7. use or cause or suffer to be used on the land hereby transferred any outbuilding, mobile home, caravan, tent or other moveable accommodation for living or residential accommodation or the operation of a business;
8. allow any plant, machinery, recreational or commercial vehicle, caravan, boat, box trailer, boat trailer, commercial trailer or car trailer to be left or parked on the roadway, nature strip or footpath adjacent to or on the land hereby transferred that is visible from the street;
9. keep or cause or suffer to be kept on the land hereby transferred any animals or birds other than those permitted by local government authority or authorities for the time being;
10. pending erection of a dwelling house on the land hereby transferred, allow the land hereby transferred to become a fire hazard or be in a condition which has a detrimental effect on the amenity of the neighbourhood;
11. allow the land hereby transferred to remain unlandscaped for a period of more than 90 days from the date of issue of a Certificate of Occupancy in respect of the dwelling;
12. subdivide or allow to be subdivided the land hereby transferred or any building erected or to be erected on the land hereby transferred.

GUARANTEE AND INDEMNITY

TO: The withinnamed and described Vendor
(hereinafter called "the Vendor")

IN CONSIDERATION of the Vendor having at the request of the person whose name address and description are set forth in the Schedule hereto (hereinafter called "the Guarantor") agreed to sell the land described in the within contract of sale to the withinnamed purchaser (hereinafter called "the Purchaser") the Guarantor HEREBY GUARANTEES to the Vendor the due and punctual payment by the Purchaser of the purchase money and interest payable thereon as detailed in the said contract of sale and all other monies that are payable or may become payable pursuant thereto (hereinafter called "the monies hereby secured") AND ALSO the due performance and observance by the Purchaser of all and singular the covenants provisions and stipulations contained or implied in the said contract of sale and on the part of the Purchaser to be performed and observed AND THE GUARANTOR HEREBY EXPRESSLY ACKNOWLEDGES AND DECLARES that it has examined the said contract of sale and has access to a copy thereof and further that this Guarantee is given upon and subject to the following conditions:-

- A. THAT in the event of the Purchaser failing to pay the Vendor as and when due the monies referred to in the within contract the Guarantor will immediately pay such monies to the Vendor.
- B. THAT in the event of the Purchaser failing to carry out or perform any of its obligations under the said contract the Guarantor will immediately carry out and perform the same.
- C. THE Guarantor shall be deemed to be jointly and severally liable with the Purchaser (in lieu of being merely a surety for it) for the payment of the purchase moneys interest and all other monies if any payable pursuant to the within contract in the performance of the obligations herein contained and it shall not be necessary for the Vendor to make any claim or demand on or to take any action or proceedings against the Purchaser before calling on the Guarantor to pay the moneys or to carry out and perform the obligations herein contained.
- D. THAT no time or other indulgence whatsoever that may be granted by the Vendor to the Purchaser shall in any manner whatsoever affect a liability of the Guarantor hereunder and the liability of the Guarantor shall continue to remain in full force and effect until all monies owing to the Vendor have been paid and all obligations have been performed.

SCHEDULE

Vendor: Swedzah Pty Ltd (ACN 066 180 658) and R & M Perry Pty Ltd (ACN 067 298 579) and The Range Moama Pty Ltd (ACN 648 340 792)

Purchaser:
of

Guarantor(s):
of
.....
of

EXECUTED AS A DEED

this day of 2022.

SIGNED SEALED AND DELIVERED by)
the said Guarantor)
in in the presence of:).....
place

.....
Independent witness

SIGNED SEALED AND DELIVERED by)
the said Guarantor)
in in the presence of:).....
place

.....
Independent witness

Disclosure Statement – Off the Plan Contracts

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

VENDOR	Swedzah Pty Ltd (ACN 066 180 658) and R & M Perry Pty Ltd (ACN 067 298 579) and The Range Moama Pty Ltd (ACN 648 340 792)
PROPERTY	Lot , The Range, 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 from the registration of the Plan of Subdivision	Refer to clause(s):	Further Provision 33
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): Further Provision 42
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 9 – recovery of deposit, deficiency on resale and reasonable costs and expenses resulting from the purchaser’s non-compliance, damages for breach of Contract Further Provision 38 – interest at a rate of 12% per annum on the amount outstanding under the Contract
Has development approval been obtained?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Development Approval No:	284/19
Has a principal certifying authority been appointed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Provide details:	Not applicable – sale of vacant residential land
Can the vendor cancel the contract if an event preventing or enabling the development does or does not occur?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:	

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 contract
<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	



LAND
REGISTRY
SERVICES

Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 11/701453

SEARCH DATE	TIME	EDITION NO	DATE
3/11/2021	8:25 AM	6	6/10/2021

LAND

LOT 11 IN DEPOSITED PLAN 701453
AT MOAMA
LOCAL GOVERNMENT AREA MURRAY RIVER
PARISH OF TATAILA COUNTY OF CADELL
TITLE DIAGRAM DP701453

FIRST SCHEDULE

THE RANGE MOAMA PTY LTD
IN 2/4 SHARE
R & M PERRY PTY LTD
IN 1/4 SHARE
SWEDZAH PTY LTD
IN 1/4 SHARE
AS TENANTS IN COMMON (T AR197279)

SECOND SCHEDULE (3 NOTIFICATIONS)

- RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- S156245 S156246 EASEMENT FOR WATER SUPPLY OVER EXISTING PIPELINE AFFECTING THE PART OF THE LAND ABOVE DESCRIBED SHOWN SO BURDENED IN THE TITLE DIAGRAM
- AR495848 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: PP DP1264637.

*** END OF SEARCH ***

22008298

PRINTED ON 3/11/2021

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

PLAN FORM 1

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

Council Clerk's Certificate

I hereby certify that -

(1) all requirements of the Land Management Act, 1919 (later than the requirements for the registration of plans), and -

(2) all requirements of the Land Management Act, 1924, concerning the registration of plans, and -

(3) all requirements of the Land Management Act, 1924, concerning the registration of plans, and -

(4) all requirements of the Land Management Act, 1924, concerning the registration of plans, and -

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Surveyor's Certificate

I, Richard John Armstrong, of 562, High Street, Elizabeth, Vic. 3202, do hereby certify that the Surveyor's plan is a correct and true copy of the original plan as accepted from the Surveyor's Office, and that the Surveyor's plan is accurate and has been made in accordance with the Surveyor's Office Regulations, 1922, and was completed on 17th December, 1982.

Signature: *Richard John Armstrong*
 Surveyor General, New South Wales
 (Strike out either (1) or (2), then the date of survey.)

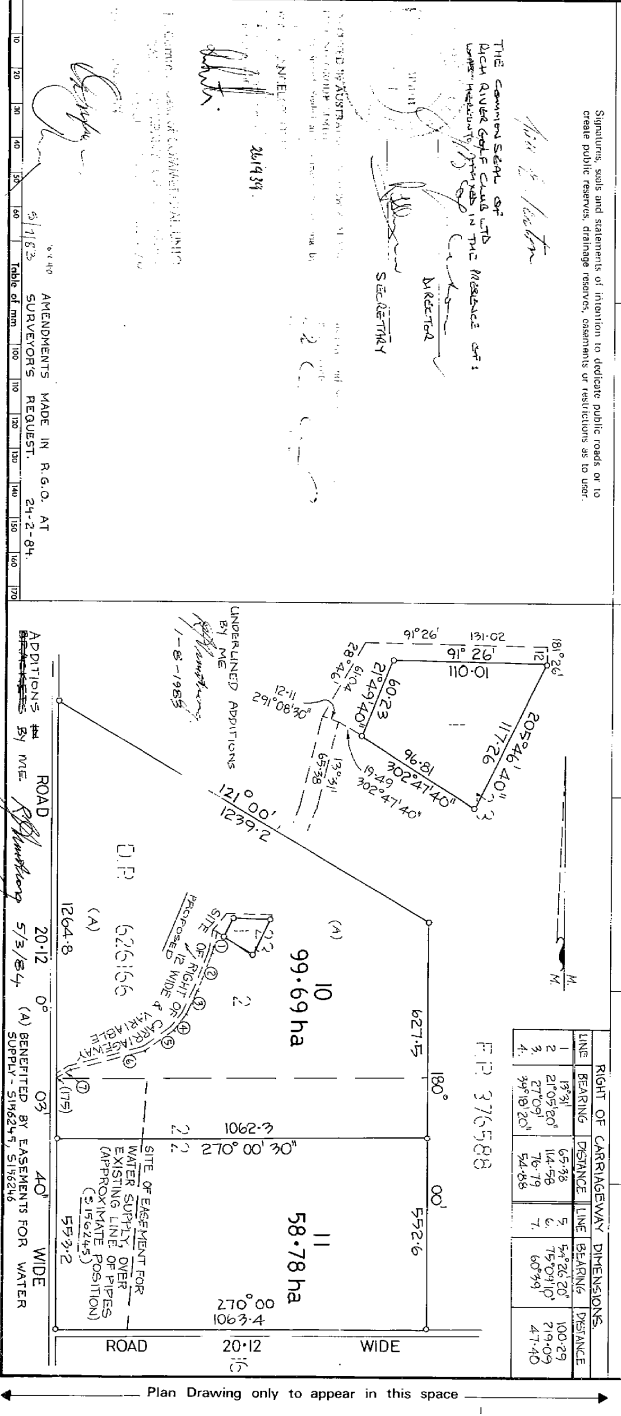
PLAN OF SUBDIVISION OF LOT 2 DP 626166 AND PORTION 22

Owner/Share: MURRAY
 Locality: MOAMA
 Parish: TATALLA
 County: CADELL

Reduction Ratio 1:10 000 & 1:2 500 Lengths are in metres

LINE	BEARING	DISTANCE	LINE BEARING	DISTANCE
1	193°	65.78	5°	56.22
2	27°09'	104.56	6	75.02
3	27°09'	76.79	7	67.99
4	34°08'20"	54.86		47.40

Registered: 29.3.1984
 C.A. No. 1/83 of 18-10-1983
 Title System: TORRENS
 Purpose: SUBDIVISION
 Hal. Map: PARISH #
 Last Plan: C31817, D.P. 626166



AMENDMENTS MADE IN R.G.O. AT SURVEYOR'S REQUEST. 24-2-84

Plan Drawing only to appear in this space

1. Bruce Richard Devies, Under Secretary for Lands and Registrar General for New South Wales, certify that this drawing is a photograph made as a permanent record of the content in my custody this day.

2nd April, 1984

RP 13A

CI. 13833-41

TRANS 156245



MEMORANDUM OF TRANSFER

REAL PROPERTY ACT, 1900

OFFICE USE ONLY

A	Hx
\$424	

D

This form is for use where the short form of transfer is suitable. Typewriting and handwriting should be clear, legible and in permanent black non-copying ink. No alterations should be made by erasure; the words rejected must be ruled through and verified by signature or initials in the margin.

(a) I LOIS ELAINE SEATON of Scarborough in the State of Western Australia
 Married Woman

hereinafter referred to as the TRANSFEROR

(a) Full name, address and occupation of transferor.

(b) If a less estate strike out in fee simple and add appropriate estate.

being registered proprietor of an estate in fee simple^(b)
 in the land hereinafter described, subject to the following encumbrances and interests

(c) A short note will suffice. If an encumbrance is not yet registered particulars sufficient for identification must be furnished.

(c)

in consideration of TWO HUNDRED DOLLARS (\$ 200.00)

(d) Insert appropriate words. If desired, this space may be used in the case of a transfer by direction.

(the receipt whereof is hereby acknowledged), paid to the transferor by^(d) RICH RIVER GOLF CLUB LIMITED and grants hereby transfers to

(e) Full name, address and occupation of transferee. If more than one transferee state whether joint tenants or tenants in common. Unless otherwise stated tenants in common will be presumed to hold in equal shares.

(e) RICH RIVER GOLF CLUB LIMITED the registered office of which Company is at 24 Lane Moama

hereinafter referred to as the TRANSFEREE

out of all such my estate and interest
~~an estate in fee simple^(b)~~

in the land described in the following schedule

Insert lot and plan number, section &c. See also sections 327 and 327AA Local Government Act, 1919.

Reference to title		Whole or Part	Description of land if part only ^(f)	County	Parish
Volume	Folio				
4739	60	Whole	✓	Cadell	Tatalla

K 1100 BT 497-3

RULE UP ALL BLANKS

5914
 1875-224 572
 13833-41
 12/11

Original

full and free right as appurtenant to the land comprised in Certificates of Title Volume LXXXIV Folio 227 (Volume 1174 Folio 163) Volume 1870 Folio 224 and Volume 572 Folio 27 to and for it and its servants agents and workmen at all times hereafter to enter in and upon the land hereinafter described and to clear the same of obstructions and to dig cut and excavate the same and to lay or place pipes thereon or thereunder provided that such pipes shall at all times be at least forty-four centimetres below the surface of the ground and to use such pipes for all purposes of water supply and to cleanse repair alter cut off or remove any pipes so laid or placed and replace them with others and to deposit or place and allow to remain on or along the said land or any part thereof all earth soil stone gravel or other substance matter or thing which may be removed or excavated in clearing digging cutting and excavating the said land and also to go pass and repass for all the purposes aforesaid with or without horses or other animals vehicles or machinery through over and along all that piece of land shown as site of Easement for water supply over existing line of pipes shown on the Plan annexed hereto and marked "A".

Here insert any easements, restrictive covenants or exceptions intended to be included. Easements and restrictive covenants must comply with section 88 of the Conveyancing Act, 1919. If the space provided is insufficient, additional sheets of the same size and quality of paper as this form should be used. A binding margin of 1 1/2 inches and other margins of not less than 1/2 inch should be preserved. Each additional sheet must be signed by the parties and the attesting witnesses.

Original

* now Certificate of Title Volume 13853 Folio 99 .

PLAN REFILED
AS D.P. 452971

Dated at Eumucca this 1st January day of 19 79

) Further proof of execution will not normally be required if signed or acknowledged before any of the following persons, not being a party to the dealing, to whom the transferor is known:
Where executed in New South Wales — bank manager, barrister, clerk of petty sessions, commissioned officer in the Defence Force of the Commonwealth of Australia, commissioner for taking affidavits, headmaster of a school, justice of the peace, magistrate, mayor or other chief officer of any local government corporation, medical practitioner, member of parliament of the Commonwealth or of a State, member of the police force of the Commonwealth or of a State or a Territory, minister of religion, notary public, postmaster, solicitor, town or shire clerk or other executive officer administering local government.
Where executed in any part of the Commonwealth of Australia or its Territories or in any part of the British Commonwealth — any of the persons referred to above, and in addition, an Australian or British Consular Officer exercising his functions in the part, Governor, Government Resident, Chief Secretary or Registrar of Titles of the part.
Where executed in foreign country — an Australian or British Consular Officer exercising his functions in the country, commissioned officer in the Defence Force of the Commonwealth of Australia, commissioner for taking affidavits, judge, justice of the peace, magistrate, mayor or other chief officer of any local government corporation, officer in charge of a police station, notary public, town or shire clerk or other executive officer administering local government.
) Repeat attestation clause See, if necessary.
) Section 117 Real Property Act, 1900, requires that this certificate be signed by the transferee or, where his signature cannot be obtained without difficulty and delay, by his solicitor or conveyancer by his own name, which should be typewritten or printed below his signature, and not that of his firm. Any person falsely or negligently certifying is liable to the penalties provided by section 117.
) May be witnessed by any responsible person not being a party to this dealing.

(b) Signed in my presence by the transferor who is personally known to me
M E Dare
Signature of witness
MARY ELIZABETH DARE
Name of witness (BLOCK LETTERS)
X HOUSEWIFE
Qualification of witness

X I. L. Doherty
Transferee

(c) Signed in my presence by the transferee who is personally known to me
M E Dare
Signature of witness
MARY ELIZABETH DARE
Name of witness (BLOCK LETTERS)
11 HINDERWELL ST
SCARLETON WA 6019
Address of witness

(d) Accepted and certified correct for the purposes of the Real Property Act, 1900.

Transferee

Accepted and certified correct for the purposes of the Real Property Act, 1900

THE COMMON SEAL of RICH RIVER GOLF CLUB LIMITED was hereto affixed by authority of the Board of Directors in accordance with its Articles of Association in the presence of :

..... Director
..... Secretary



Transferee

DEPARTMENTAL USE ONLY

TRANSFER and grant of easement for water supply.


Checked *PAV HQ*
RDW

Passed *JA*
10.1.81

Signed *[Signature]*

REGISTERED 25.3.1981

Registrar General



TO BE COMPLETED BY LODGING PARTY

Lodged by: **McLAREN, COSTIGAN & MONI**

Address: **LAW STATIONERS
155 KING STREET,
232 2557 SYDNEY TX349**

Phone No.: **5684**

Documents lodged herewith

1. *CA*

2. _____

3. _____

4. _____

Received Documents _____ Receiving Clerk _____

McLaren

AUTHORITY FOR USE OF INSTRUMENT OF TITLE^(b)

Authority is hereby given for the use of _____

(insert reference to certificate, grants or dealings)

lodged in connection with _____ for the registration of this dealing and for delivery to _____

(insert number of plan or dealing)

(BLOCK LETTERS)

Signature _____

Name (BLOCK LETTERS) _____

MEMORANDUM AS TO NON-REVOCAION OF POWER OF ATTORNEY

(To be signed at the time of executing the within dealing)

The undersigned states that he has no notice of the revocation of the Power of Attorney registered No. _____

Miscellaneous Register under the authority of which he has just executed the within dealing.

Signed at _____

the _____ day of _____ 19 _____

Signature of attorney _____

Signature of witness _____

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS^(m)

I certify that _____

the attesting witness to this dealing, appeared before me at _____

the _____ day of _____ 19 _____

and declared that he personally knew _____

the person signing the same, and whose signature thereto he has attested, and that the name purporting to be such signature of the said _____

is his own handwriting and that he was of sound mind and freely and voluntarily signed the same.

Signature _____

Name (BLOCK LETTERS) _____

Qualification _____

C/S

CA 2739-60 to LP ✓ 30/3/81

SEARCHED _____

INDEXED _____

SERIALIZED _____

FILED _____

OFFICE OF THE REGISTRAR GENERAL

SYDNEY

JA 1-4

~~1981~~ *214-1026*

(b) Unless the instrument of title has been lodged by the person lodging the dealing, or its use has been authorized previously, the authority must be furnished by the person otherwise entitled to delivery of the certificate of title, grant &c.

(m) Not required where dealing attested in accordance with note (b); in other cases to be signed by one of the persons referred to in note (b).

41
[Handwritten signature]

full and free right as appurtenant to the land comprised in Certificate^s of Title Volume LXXXIV Folio 224 (Volume 1171 Folio 163) Volume 1870 Folio 224 and Volume 572 Folio 27 to and for it and its servants agents and workmen at all times hereafter to enter in and upon the land hereinafter described and to clear the same of obstructions and to dig cut and excavate the same and to lay or place pipes thereon or thereunder provided that such pipes shall at all times be at least forty-four centimetres below the surface of the ground and to use such pipes for all purposes of water supply and to cleanse repair alter cut off or remove any pipes so laid or placed and replace them with others and to deposit or place and allow to remain on or along the said land or any part thereof all earth soil stone gravel or other substance matter or thing which may be removed or excavated in clearing digging cutting and excavating the said land and also to go pass and repass for all the purposes aforesaid with or without horses or other animals vehicles or machinery through over and along all that piece of land shown as site of Easement for water supply over existing line of pipes shown on the Plan annexed hereto and marked "A".

(4) Here insert any easements restrictive covenants exceptions intended to be included. Easements restrictive covenants comply with section 11 of the Conveyancing Act, 1919. If the space provided is insufficient, additional sheets of the same size and quality of paper as this form should be used. A binding margin of 1 1/2 inches and side margins of not less than 1/2 inch should be preserved. Each additional sheet must be signed by the parties and the attesting witnesses.

[Handwritten signature]
α

* now Certificate of Title Volume 13853 Folio 99

[Handwritten signature]

PLAN DEPT
AS DP 452972



Australia and New Zealand Banking Group Limited
179 Mare Street,
ECHUCA. 3625

13th June, 1980


The Registrar of Titles,
Titles Office
SYDNEY N.S.W 2001

Dear Sir,

Re: Rich River Golf Club Ltd
Creation of Easement

Please register the Creation of
Easement in favour of the Rich
River Golf Club Ltd and on completion
hand the titles to issue to the ANZ
Banking Group Ltd.

Yours faithfully,


MANAGER.

Dated at Echuca this 1st

day of January

19 79

Further proof of execution will not normally be required if signed or acknowledged before any of the following persons, not being a party to the dealing, to whom the transferor is known:

(b) Signed in my presence by the transferor who is personally known to me

[Signature]
Signature of witness
Ralph F. Barryman
Name of witness (BLOCK LETTERS)
SOLICITOR FOR NEW SOUTH WALES AND VIC.
ECHUCA
Qualification of witness

Ralph F Barryman
Transferor

Where executed in New South Wales — bank manager, barrister, clerk of petty sessions, commissioned officer in the Defence Force of the Commonwealth of Australia, commissioner for taking affidavits, headmaster of a school, judge, justice of the peace, magistrate, mayor or other chief officer of any local government corporation, medical practitioner, member of parliament of the Commonwealth or of a State, member of the police force of the Commonwealth or of a State or a Territory, minister of religion, notary public, postmaster, solicitor, town or shire clerk or other executive officer administering local government;

(i)

Where executed in any part of the Commonwealth of Australia or its Territories or in any part of the British Commonwealth—any of the persons referred to above, and in addition, an Australian or British Consular Officer exercising his functions in the part, Governor, Government Resident, Chief Secretary or Registrar of Titles of the part.

(b) Signed in my presence by the transferee who is personally known to me

Signature of witness

Name of witness (BLOCK LETTERS)

Address of witness

Section 117 Real Property Act, 1900, requires that this certificate be signed by the transferee or, where his signature cannot be obtained without difficulty and delay, by his solicitor or conveyancer by his own name, which should be typewritten or printed below his signature, and not that of his firm. Any person falsely or negligently certifying is liable to the penalties provided by section 117.

(i)

May be witnessed by any responsible person not being a party to this dealing.

Accepted and certified correct for the purposes of the Real Property Act, 1900.

Transferee

THE COMMON SEAL of RICH RIVER GOLF CLUB LIMITED was hereto affixed by authority of the Board of Directors in accordance with its Articles of Association in the presence of :


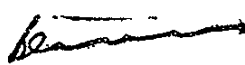

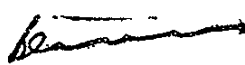

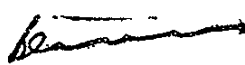
..... Director

..... Secretary



Accepted and certified correct for the purposes of the Real Property Act, 1900

Transferee

<p>DEPARTMENTAL USE ONLY</p> <p>TRANSFER + grant of easement for water supply.</p>	<p>TO BE COMPLETED BY LODGING PARTY</p> <p>Lodged by:</p> <p>Address: McLAREN, COSTIGAN & MONK LAW STATIONERS 155 KING STREET, Documents lodged herewith 5434</p> <p>Phone No.: _____</p>						
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%; text-align: center;">Checked 12/25</td> <td style="width:90%;">REGISTERED 25-3-1981</td> </tr> <tr> <td style="text-align: center;">Passed 10-1-81</td> <td style="text-align: center;"></td> </tr> <tr> <td style="text-align: center;">Signed</td> <td style="text-align: center;"> Registrar General</td> </tr> </table>	Checked 12/25	REGISTERED 25-3-1981	Passed 10-1-81		Signed	 Registrar General	<p>1. <i>CT</i></p> <p>2. _____</p> <p>3. 3 CT's total 5/5/81 VC25.</p> <p>4. _____</p>
Checked 12/25	REGISTERED 25-3-1981						
Passed 10-1-81							
Signed	 Registrar General						
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:60%;">Received Documents _____</td> <td style="width:40%;">Receiving Clerk _____</td> </tr> </table>		Received Documents _____	Receiving Clerk _____				
Received Documents _____	Receiving Clerk _____						

C/S.

CT. 5914 - 42 to LP ✓
 CT. 13853 - 99 to 203 ✓ 30/3/81.

14399 214 x 216

AUTHORITY FOR USE OF INSTRUMENT OF TITLE⁽¹⁾

Authority is hereby given for the use of _____
 _____ lodged
 (Insert reference to certificate, grants or dealings)

in connection with _____ for the
 (insert number of plan or dealing)

registration of this dealing and for delivery to _____

(BLOCK LETTERS)

Signature

 Name (BLOCK LETTERS)

(1) Unless the instrument of title has been lodged by the person lodging the dealing, or its use has been authorized previously, the authority must be furnished by the person otherwise entitled to delivery of the certificate of title, grant &c.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY
 (To be signed at the time of executing the within dealing)

The undersigned states that he has no notice of the revocation of the Power of Attorney registered No. _____
 Miscellaneous Register under the authority of which he has just executed the within dealing.

Signed at _____
 the _____ day of _____ 19 _____

Signature of attorney

Signature of witness

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS^(m)

I certify that _____
 the attesting witness to this dealing, appeared before me at _____
 the _____ day of _____ 19 _____

and declared that he personally knew _____

 the person signing the same, and whose signature thereto he has attested, and that the name purporting to be such signature of the said _____

 is his own handwriting and that he was of sound mind and freely and voluntarily signed the same.

Signature

 Name (BLOCK LETTERS)

 Qualification

(m) Not required where dealing attested in accordance with note (b); in other cases to be signed by one of the persons referred to in note (b).

NOTES

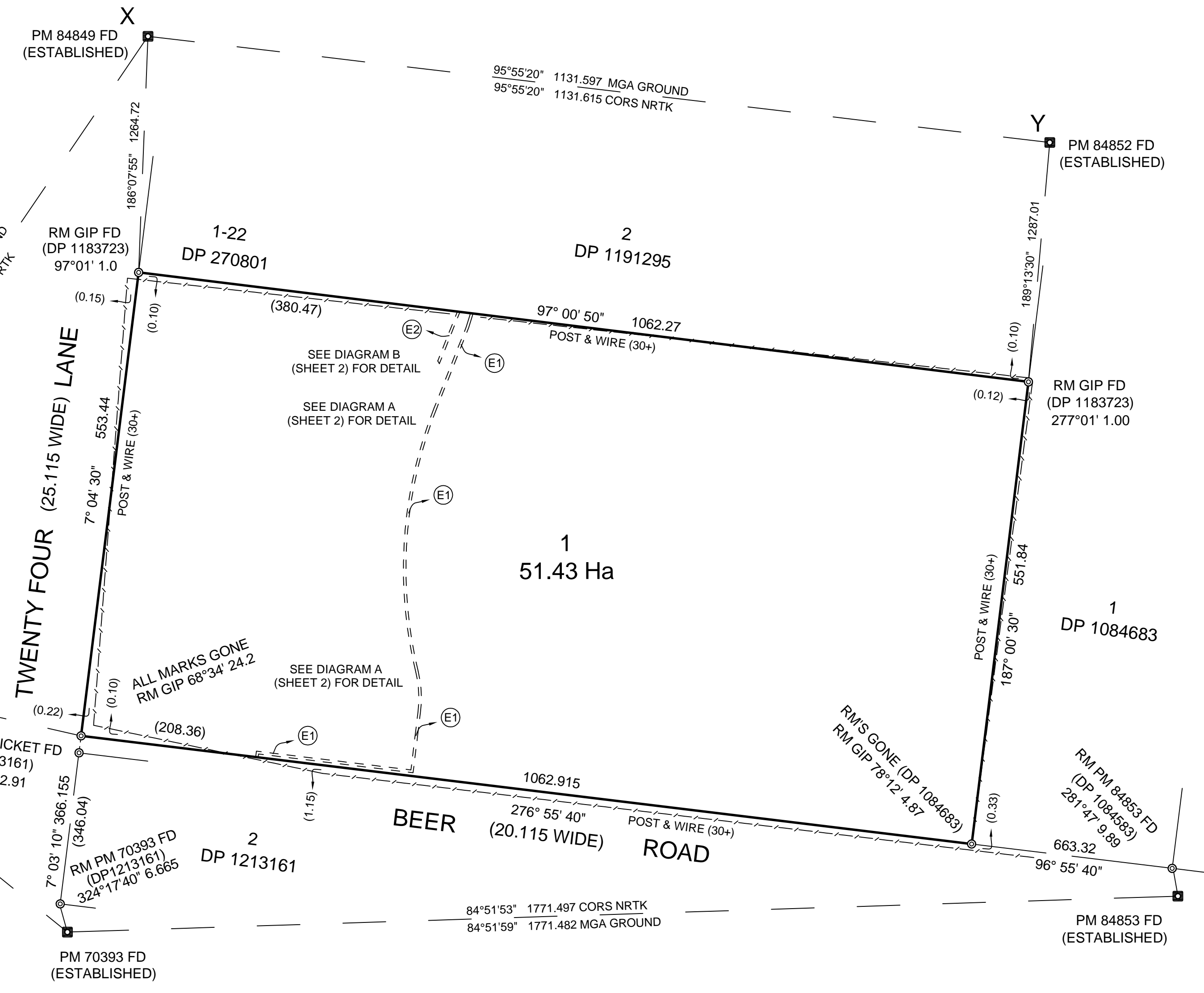
- (E1) - EASEMENT FOR WATER SUPPLY - 3 WIDE
- (E2) - EASEMENT TO DRAIN SEWAGE - 3 WIDE

ROAD WIDTHS, OFFSETS & CONNECTIONS ARE NOT TO SCALE
 BOUNDARIES ARE NOT FENCED UNLESS SHOWN OTHERWISE



COORDINATE SCHEDULE						
MARK	MGA COORDINATES		CLASS	P/U	METHOD	STATE
	EASTING	NORTHING				
PM 84853	296891.412	6004242.213	B	0.02	FROM SCIMS	FOUND
PM 70393	295126.863	6004083.697	D	N/A	FROM SCIMS	FOUND
SS 84401	294466.941	6004341.787	B	0.02	FROM SCIMS	FOUND
PM 84849	295371.231	6006259.373	B	0.02	FROM SCIMS	FOUND
PM 84852	296496.897	6006142.605	B	0.02	FROM SCIMS	FOUND

DATE OF SCIMS COORDINATES: 22-09-2021 MGA ZONE:55 MGA DATUM: GDA2020
 COMBINED SCALE FACTOR: 1.000100



SURVEYOR Name: ANDREW J MOTT Date: 03/12/2021 Reference: 20040	PLAN OF REDEFINITION OF LOT 11 IN DP 701453	L.G.A.: MURRAY RIVER Locality: MOAMA Reduction Ratio: 1:4000 Lengths are in metres	Registered	DP
---	---	---	------------	----

NOTES

- (E1) - EASEMENT FOR WATER SUPPLY - 3 WIDE
- (E2) - EASEMENT TO DRAIN SEWAGE - 3 WIDE

ROAD WIDTHS, OFFSETS & CONNECTIONS ARE NOT TO SCALE
 BOUNDARIES ARE NOT FENCED UNLESS SHOWN OTHERWISE

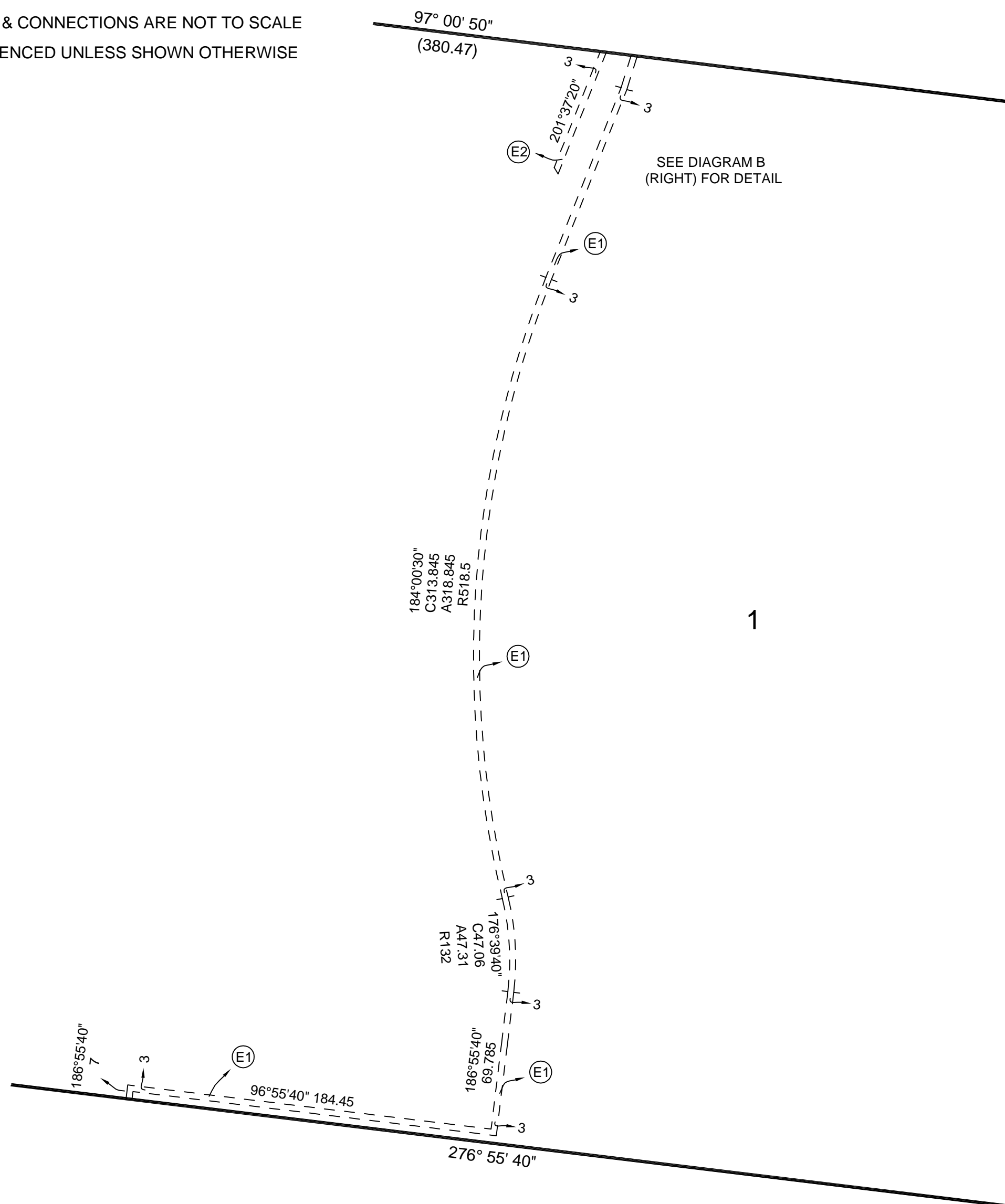
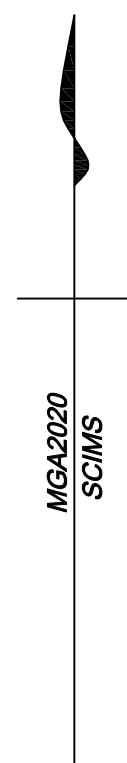


DIAGRAM A
 REDUCTION RATIO
 1:2000

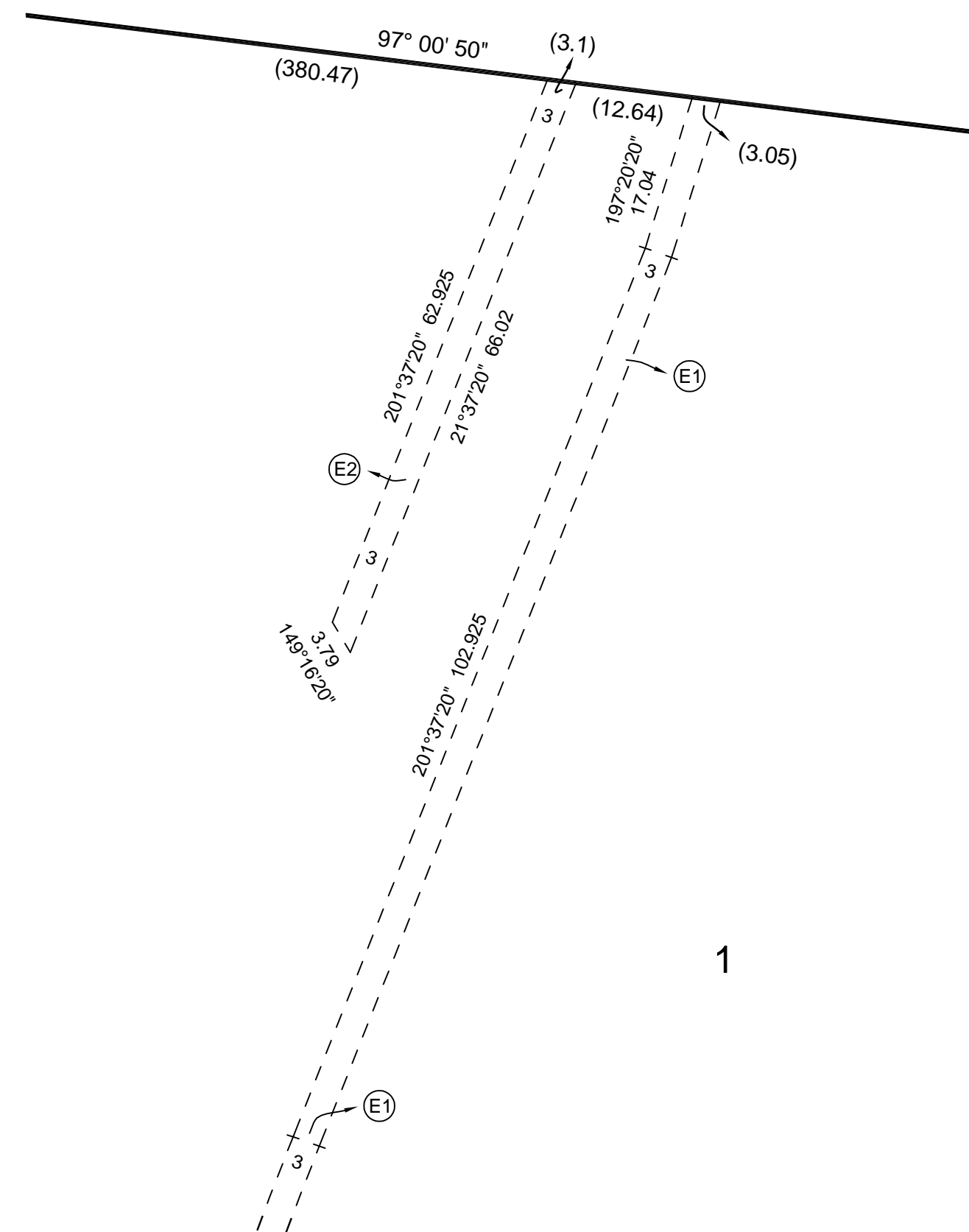


DIAGRAM B
 REDUCTION RATIO
 1:600

SURVEYOR Name: ANDREW J MOTT Date: 03/12/2021 Reference: 20040

PLAN OF REDEFINITION OF LOT 11 IN DP 701453

L.G.A.: MURRAY RIVER Locality: MOAMA Reduction Ratio: 1:2000 Lengths are in metres

Registered

DP

Office Use Only

Office Use Only

Registered:

DP

Title System: TORRENS

PLAN OF REDEFINITION

LGA: MURRAY RIVER

OF LOT 11 IN DP 701453

Locality: MOAMA

Parish: TATAILA

County: CADELL

Survey Certificate

I, ANDREW J. MOTT

of 11 BELMORE STREET, YARRAWONGA VIC 3730

a surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that:

(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, is accurate and the survey was completed on

(b) ~~Partial Survey~~

(c) ~~Compilation~~

Datum Line: X-Y

Type: Urban Rural

Signature:

Dated:

Surveyor Identification No: 8653

Surveyor registered under the *Surveying and Spatial Information Act 2002*

Plans used in the preparation of survey.

~~Crown Lands NSW/Western Lands Office Approval~~

~~+,----- (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:-----~~

Subdivision Certificate

~~+,----- certify that the provisions of section 6.15 of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.~~

~~Signature:-----~~

~~Registration number:-----~~

~~Consent Authority:-----~~

~~Date of endorsement:-----~~

~~Subdivision Certificate number:-----~~

~~File number:-----~~

Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.

DP 270801

DP 701453

DP 1084683

DP 1191295

DP 1213161

Surveyor's Reference: 20040

Office Use Only	Office Use Only
Registered:	DP
PLAN OF REDEFINITION OF LOT 11 IN DP 701453	
Subdivision Certificate number: Date of Endorsement:	
This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> • A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals- see 195D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. 	

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED, IT IS INTENDED TO;

CREATE;

1. EASEMENT FOR WATER SUPPLY- 3 WIDE (E1)
2. EASEMENT TO DRAIN SEWAGE - 3 WIDE (E2)

RELEASE;

1. EASEMENT FOR WATER SUPPLY OVER EXISTING LINE OF PIPES (S156245)

EXECUTED BY THE RANGE MOAMA PROJECT PTY LTD (ABN: 15 686 853 519), SWEDZAH PTY LTD (ACN: 066 180 658) AND R & M PERRY PTY LTD (ACN: 067 298 579) IN ACCORDANCE WITH SECTION 127(1) OF THE CORPORATIONS ACT 2001

 DIRECTOR
 THE RANGE MOAMA PROJECT PTY LTD

 DIRECTOR/SECRETARY

 DIRECTOR
 SWEDZAH PTY LTD

 DIRECTOR/SECRETARY

 DIRECTOR
 R & M PERRY PTY LTD

 DIRECTOR/SECRETARY

If space is insufficient use additional annexure sheet

Office Use Only	Office Use Only
Registered: PLAN OF REDEFINITION OF LOT 11 IN DP 701453	DP
Subdivision Certificate number: Date of Endorsement:	This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> Signatures and seals- see 195D <i>Conveyancing Act 1919</i> Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Lot Number	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
1			TWENTYFOUR	LANE	MOAMA

If space is insufficient use additional annexure sheet

Surveyor's Reference: 20040

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)

Plan: Plan of Redefinition of Lot 11 in DP701453

Date:

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

Swedzah Pty Ltd ACN 066 180 658 and R & M Perry Pty Ltd ACN 067 298 579 of 9 Maiden Smith Drive, Moama, NSW 2731 and The Range Moama Pty Ltd (ACN 648 340 792) of 409-415 Princes Highway Noble Park, Vic.

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 water supply – 3 wide	Lot 11 on DP701453	Lot 2 on DP1191295
2	Easement to drain sewage – 3 wide	Lot 11 on DP701453	Lot 2 on DP1191295

Part 1A (Release)

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 water supply over existing line of pipes (S156245)	Lot 11 on DP701453	Lot 2 on DP1191295

Part 2 (Terms)

1. TERMS OF EASEMENT NUMBERED 1 IN THIS PLAN.

Conveyancing Act 1919 Schedule 8 Part 12.

2. TERMS OF EASEMENT NUMBERED 2 IN THIS PLAN.

Conveyancing Act 1919 Schedule 8 Part 4.

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 2 of 3 sheets)

Plan: Plan of Redefinition of Lot 11 in DP701453

Date:

Executed by Swedzah Pty Ltd ACN 066 180 658 by being signed by those persons who are authorised to sign for the Company in accordance with Section 127(1) of the Corporations Act 2001.

..... Director Director

..... Full name and usual address Full name and usual address

Executed by R & M Perry Pty Ltd ACN 067 298 579 by being signed by those persons who are authorised to sign for the Company in accordance with Section 127(1) of the Corporations Act 2001.

..... Director Director

..... Full name and usual address Full name and usual address

Executed by The Range Moama Pty Ltd ACN 648 340 792 by being signed by those person who are authorised to sign for the Company in accordance with Section 127(1) of the Corporations Act 2001.

..... Director Director

..... Full name and usual address Full name and usual address

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 3 of 3 sheets)

Plan: Plan of Redefinition of Lot 11 in DP701453

Date:

Executed by Rich River Golf Club Limited ACN 001 357 071 by being signed by those person who are authorised to sign for the Company in accordance with Section 127(1) of the Corporations Act 2001.

.....
Director

.....
Director

.....
Full name and usual address

.....
Full name and usual address

Executed for and on behalf of National Australia Bank Limited ACN 004 044 937 by being signed by its attorney pursuant to the power of attorney specified.

.....
Attorney

.....
Signature of witness

.....
Full Name

.....
Full name and usual address

Power of Attorney Book No

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

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

APPLICANT: InfoTrack
 GPO Box 4029
 Sydney NSW 2001

CERTIFICATE NO: 163-2122c
DATE: 15 September 2021

Email: ecertificates@infotrack.com.au

APPLICANT'S REFERENCE: 22008298

COUNCIL'S REFERENCE: 11227490

DESCRIPTION OF LAND:

Lot: 11
DP: 701453
Address: Beer Road
 Moama NSW 2731

OWNER: The Range Moama Pty Ltd, Swedzah Pty Ltd & R & M Perry

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 Section 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.
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3. Complying development

<p>Whether or not the land on which no complying development may be carried out under the <u><i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i></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 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 3A Rural Housing Code Not applicable.</p> <p>Part 3B Low Rise Medium Density Housing 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 3C Greenfield Housing Code Not applicable.</p> <p>Part 3D Inland 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 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> <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>
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	<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>
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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.

4, 4A (Repealed)

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

<p>In relation to a coastal council—whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under Section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of Section 553B of that Act).</p> <p>Note. “Existing coastal protection works” are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the Local Government Act 1993.</p>	Not applicable.
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5. Mine subsidence

<p>Whether or not the land is proclaimed to be a mine subsidence district within the meaning of the Coal Mine Subsidence Compensation Act 2017.</p>	<p>This land is not proclaimed to be a mine subsidence district within the meaning of the Coal Mine Subsidence Compensation Act 2017.</p>
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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:

<p>(a) Division 2 of Part 3 of the Roads Act 1993, or (b) any environmental planning instrument, or (c) any resolution of the Council.</p>	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:

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

7A. Flood related development controls

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

8. Land reserved for acquisition

<p>Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in Section 3.15 of the Act.</p>	Not known to be reserved.
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9. Contributions plans

<p>Section 7.11 (formally Section 94) Development Contributions Plan, December 2011 as amended</p> <p>This plan details charges to be levied on development in relation to:</p> <ul style="list-style-type: none">• Roads• Open Space• Community Facilities• Waste• Stormwater• Car Parking
<p>Section 64 Development Servicing Plan, July 2005 as amended</p> <p>This plan details charges to be levied on development in relation to:</p> <ul style="list-style-type: none">• Water• Sewerage
<p>Section 64 and Section 7.11/Section 7.12 Plans</p> <p>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.</p>

9A. Biodiversity certified land

<p>If the land is biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016, a statement to that effect.</p> <p>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.</p>	<p>None that Council is aware of.</p>
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10. Biodiversity stewardship sites

<p>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).</p> <p>Note. Biodiversity stewardship agreements include biobanking agreements under Part 7A of the Threatened Species Conservation Act 1995 that are taken to be biodiversity stewardship agreements under Part 5 of the Biodiversity Conservation Act 2016.</p>	<p>None that Council is aware of.</p>
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10A. Native vegetation clearing set asides

<p>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).</p>	<p>None that Council is aware of.</p>
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11. Bush fire prone land

<p>If any of the land is bush fire prone land (as defined in the Act), a statement that all or, as the case may be, some of the land is bush fire prone land.</p> <p>If none of the land is bush fire prone land, a statement to that effect.</p>	<p>Part of the land is Bushfire prone.</p>
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12. Property vegetation plans

<p>If the land is land to which a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 (and that continues in force) applies, a statement to that effect (but only if the Council has been notified of the existence of the plan by the person or body that approved the plan under that Act).</p>	<p>None apply.</p>
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13. Orders under Trees (Disputes Between Neighbours) Act 2006

<p>Whether an order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land (but only if the Council has been notified of the order).</p>	<p>None apply.</p>
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14. Directions under Part 3A

<p>If there is a direction by the Minister in force under Section 75P(2)(c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect, a statement to that effect identifying the provision that does not have effect.</p>	<p>None apply.</p>
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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.
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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.
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17. Site compatibility certificates and conditions for affordable rental housing

<p>(1) A statement of whether there is a current site compatibility certificate (affordable rental housing), of which the Council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:</p> <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. <p>(2) A statement setting out any terms of a kind referred to in clause 17(1) or 38(1) of <i>State Environmental Planning Policy (Affordable Rental Housing) 2009</i> that have been imposed as a condition of consent to a development application in respect of the land.</p>	None apply.
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18. Paper subdivision information

<p>(1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.</p> <p>(2) The date of any subdivision order that applies to the land.</p> <p>(3) Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.</p>	None apply.
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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> <ul style="list-style-type: none">(a) the matter certified by the certificate, and <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> <ul style="list-style-type: none">(b) the date on which the certificate ceases to be current (if any), and(c) that a copy may be obtained from the head office of the Department.	None apply.
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20. Loose-fill asbestos insulation

<p>If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the <i>Home Building Act 1989</i>) that are listed on the register that is required to be maintained under that Division, a statement to that effect.</p>	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: (a) whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and (b) whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.</p> <p>(3) In this clause: affected building notice has the same meaning as in Part 4 of the <i>Building Products (Safety) Act 2017</i>. 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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22. State Environmental Planning Policy (Western Sydney Aerotropolis) 2020

<p>For land to which State Environmental Planning Policy (Western Sydney Aerotropolis) 2020 applies, whether the land is—</p> <p>(a) in an ANEF or ANEC contour of 20 or greater as referred to in clause 19 of that Policy, or (b) shown on the <i>Lighting Intensity and Wind Shear Map</i> under that Policy, or (c) shown on the <i>Obstacle Limitation Surface Map</i> under that Policy, or (d) in the “public safety area” on the <i>Public Safety Area Map</i> under that Policy, or (e) in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the <i>Wildlife Buffer Zone Map</i> under that Policy.</p>	<p>Not applicable.</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.

<p>(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.</p>	<p>None apply.</p>
<p>(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.</p>	<p>None apply.</p>
<p>(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.</p>	<p>None apply.</p>
<p>(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.</p>	<p>None apply.</p>
<p>(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.</p>	<p>None apply.</p>
<p>Murray River Council Contaminated Land Management Policy note 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 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
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](#)

Assessment no: 11227490
Certificate application no: 408 – 2021c
Applicant ref: 22008298

4 January 2021

InfoTrack
GPO Box 4029
Sydney NSW 2001

Dear Sir/Madam

Re: Request for Certificates – Sewerage Diagram
Property: Lot 11 DP 701453 Beer Road Moama NSW 2731
Owner: Swedzah Pty Ltd & R & M Perry Pty Ltd

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

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

Yours sincerely



Rod Croft
Manager Development Services

**NOTICE TO APPLICANT OF DETERMINATION
OF A DEVELOPMENT APPLICATION**

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

APPLICATION No.:	DA 10.2019.284.2 (29/284) (Amendment One)
Assessment No.:	11227490
Parcel No.:	29253
Council Officer	Gayan Wickramasinghe
DEVELOPMENT APPLICATION DETAILS	
Applicant Name	Development Outcomes P/L 553 Kiewa Street ALBURY NSW 2640
Subject Land	Lot: 11 DP: 701453
Address of Land	Beer Road MOAMA
Owners Name	Swedzah Pty Limited & R & M Perry P/L
Amendment One Details	Review of conditions 7,12,13,14,16,24 & 38.
Proposed Development	368 Lot Torrens Title Subdivision including two public reserves and ancillary earthworks
Integrated Referral Bodies	NSW Rural Fire Service
DETERMINATION	
Consent approved subject to conditions described on the following pages.	
Approval Date	26 May 2020
Amendment One Approval Date	29 April 2021
Consent to Operate from (date)	26 May 2020
Consent to Lapse on (date)	27 May 2025
Attachments	Consent Conditions Appendix One – (NSW Department of Primary Industries - Agriculture), Appendix Two – (Transport for NSW), Appendix Three – (NSW Rural Fire Service).

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 & 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 that must be fulfilled

1. Approved plans

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

- “Twenty Four Lane Moama – Master Plan” DWG: 1133 G04.1; sheet 1 of 22 (Dated 10/03/20) prepared by Development Outcomes.
- “Twenty Four Lane Moama – Preliminary Road Grading Strategy” DWG: 1133 G04.2; sheet 2 of 22 (Dated 10/03/20) prepared by Development Outcomes.
- “Twenty Four Lane Moama – Central Reserve” DWG: 1133 G04.3; sheet 3 of 22 (Dated 10/03/20) prepared by Development Outcomes.
- “Twenty Four Lane Moama – Typical Sections” DWG: 1133 G04.4; sheet 4 of 22 (Dated 10/03/20) prepared by Development Outcomes.
- “Twenty Four Lane Moama – Staging Plan” DWG: 1133 G04.5; sheet 5 of 22 (Dated 10/03/19) prepared by Development Outcomes.
- “Twenty Four Lane Moama – High Level Sewer & Water Plan” DWG: 1133 G04.6; sheet 6 of 22 (Dated 10/03/19) prepared by Development Outcomes.
- “Twenty Four Lane Moama – High Level Drainage Plan” DWG: 1133 G04.7; sheet 7 of 22 (Dated 10/03/19) prepared by Development Outcomes.
- “Twenty Four Lane Moama – Stage 1 Lot Details & Services” DWG: 1133 G04.8; sheet 8 of 22 (Dated 10/03/19) prepared by Development Outcomes.
- “Twenty Four Lane Moama – Stage 1 Lot Details & Services” DWG: 1133 G04.9; sheet 9 of 22 (Dated 10/03/19) prepared by Development Outcomes.
- “Twenty Four Lane Moama – Stage 2 Lot Details & Services” DWG: 1133 G04.10; sheet 10

- of 22 (Dated 10/03/19) prepared by Development Outcomes.
- “Twenty Four Lane Moama – Stage 3 Lot Details & Services” DWG: 1133 G04.11; sheet 11 of 22 (Dated 10/03/19) prepared by Development Outcomes.
- “Twenty Four Lane Moama – Stage 4 Lot Details & Services” DWG: 1133 G04.12; sheet 12 of 22 (Dated 10/03/19) prepared by Development Outcomes.
- “Twenty Four Lane Moama – Stage 5 Lot Details & Services” DWG: 1133 G04.13; sheet 13 of 22 (Dated 10/03/19) prepared by Development Outcomes.
- “Twenty Four Lane Moama – Stage 6 – Sheet 1; Lot Details & Services” DWG: 1133 G04.14; sheet 14 of 22 (Dated 10/03/19) prepared by Development Outcomes.
- “Twenty Four Lane Moama – Stage 6 – Sheet 2; Lot Details & Services” DWG: 1133 G04.15; sheet 15 of 22 (Dated 10/03/19) prepared by Development Outcomes.
- “Twenty Four Lane Moama – Stage 7 Lot Details & Services” DWG: 1133 G04.16; sheet 16 of 22 (Dated 10/03/19) prepared by Development Outcomes.
- “Twenty Four Lane Moama – Stage 8 Lot Details & Services” DWG: 1133 G04.17; sheet 17 of 22 (Dated 10/03/19) prepared by Development Outcomes.
- “Twenty Four Lane Moama – Stage 9 Lot Details & Services” DWG: 1133 G04.18; sheet 18 of 22 (Dated 10/03/19) prepared by Development Outcomes.
- “Twenty Four Lane Moama – Stage 10 Lot Details & Services” DWG: 1133 G04.19; sheet 19 of 22 (Dated 10/03/19) prepared by Development Outcomes.
- “Twenty Four Lane Moama – Stage 11 Lot Details & Services” DWG: 1133 G04.20; sheet 20 of 22 (Dated 10/03/19) prepared by Development Outcomes.
- “Twenty Four Lane Moama – Stage 12 Lot Details & Services” DWG: 1133 G04.21; sheet 21 of 22 (Dated 10/03/19) prepared by Development Outcomes.
- “Twenty Four Lane Moama – Stage 13 Lot Details & Services” DWG: 1133 G04.22; sheet 22 of 22 (Dated 10/03/19) prepared by Development Outcomes.
- “Traffic Impact Assessment Report – Lot 11 DP 701453; Twenty-Four Lane; Proposed Residential Subdivision” (Dated 10/03/2020); Prepared by Peter Meredith Consulting; Issue A.
- “Impact Assessment and Mitigation of Off-Target Agricultural Spray Drift on Land proposed for residential subdivision – Lot 11, 24 Lane – Martin Road, Moama NSW 2731” (Dated February 2020); Prepared by Advanced Environmental Systems P/L (AES).
- “Biodiversity Value Map and Threshold Report” (Dated 11 March 2020).
- “Twenty Four Lane Moama – Draft Development Plan – Staging Plan” DWG: 1133 G04.5; sheet 5 of 22 (Dated 11/03/2020) prepared by Development Outcomes.
- “The Grange– Infrastructure Strategy Plan” DWG: 1133 G15.1; sheet 1 of 1 (Dated 19/02/2021) prepared by Development Outcomes.

Where a preliminary plan conflicts with specific requirements set out in the subject conditions of consent, the preliminary plans are deemed subservient.

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

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

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 the advice from Council's Engineering Department.

Reason: To ensure that the subdivision is carried out in accordance with Council's Subdivision 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. Protection of vegetation

There must be no clearing of any vegetation (including within Council's road reserve).

Reason: To comply with the *Biodiversity Conservation Act 2016*.

5. Aboriginal Cultural Heritage

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

- o Not further harm the object;
- o Immediately cease all work at the particular location;
- o Secure the area so as to avoid further harm to the Aboriginal object;
- o Notify the Department of Planning, Industry and Environment - Biodiversity and Conservation Division as soon as practical on 131 555, providing any details of the Aboriginal object and its location; and
- o Not recommence any work at the location unless authorised in writing by Heritage NSW.

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. All reasonable precautions must be taken to prevent damage to Aboriginal objects.

It is the responsibility of the Proponent to ensure that the development is consistent with the document entitled: Due diligence Code of Practice for the Protection of Aboriginal Objects in New South Wales, available:

<http://www.environment.nsw.gov.au/resources/cultureheritage/ddcop/10798ddcop.pdf>.

Reason: To protect Aboriginal heritage and to ensure compliance with the Due Diligence Code of Practice for the Protection of Aboriginal Objects.

6. Soil

A suitable soil chemical analysis and investigation report is required in the event that 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 particular 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. DPI Agriculture**

Prior to the issue of the relevant Subdivision Certificate for each stage, the Proponent must comply with all conditions and requirements outlined in NSW DPI Agriculture correspondence (NSW DPI Agriculture ref: OUT20/5098; Dated 30 April 2020), attached to this Development Consent as Appendix 1.

Reason: To comply with DPI Agriculture requirements.

8. Transport for NSW

The Proponent must comply with all conditions and requirements outlined in Transport for NSW correspondence (Transport for NSW ref: SWT20/00037; Dated 5 May 2020), attached to this Development Consent as Appendix 2.

Reason: To comply with Transport for NSW requirements.

9. NSW EPA

The proponent must take all necessary precautions and implement measures to prevent pollution of waters during construction and development works.

Reason: To comply with NSW EPA requirements.

10. NSW EPA

Illegal fill and/or waste materials must not be received or deposited at the site.

Reason: To comply with NSW EPA requirements.

11. NSW EPA

All waste generated from the development of the subdivision must either be lawfully recycled or disposed of at a site that can lawfully accept the waste.

Reason: To comply with NSW EPA requirements.

Conditions that must be fulfilled prior to the release of the Subdivision Works Certificate**12. NSW Rural Fire Service**

Prior to the issue of the relevant Subdivision Certificate for each stage, the Proponent must comply with all conditions and requirements outlined in NSW Rural Fire Service correspondence received before 29 May 2020.

Reason: To ensure compliance with NSW Rural Fire Service requirements.

13. Subdivision Works Plans

Full Engineering Plans (Subdivision Works Plans) in respect to the provision of the following services must be submitted with the relevant Subdivision Works Certificate application for each relevant stage as detailed below. The applicant must also lodge revised engineering plans for Stage 12 indicating turning circles with or before Stage 12 if the adjoining land to the east of Lot 11 DP701453 on Beer Rd. is not already under construction.

- a) Road Design (Internal roads).
- b) Vehicle access (driveway)
- c) Intersection detail of new connections to 24 Lane (with Stage 1) and Beer Road (with Stage 7) Temporary emergency access to be provided along Streets A & C by stripping the proposed alignment through stages 6 and 7 to connect to Beer Road prior to Stage 5 Subdivision Certificate.
- d) Sewer (Stage 1A and Stage 1B works to be complete prior to SC approval for Stage1).
- e) Filtered Water (Stage 1A and Stage 1B works to be complete prior to SC approval for Stage1)
- f) Raw Water (As per condition 38)
- g) Stormwater Management (including utilising Water Sensitive Urban Design).
- h) Environmental and sedimentation.
- i) Concrete footpaths (1.5m wide).
- j) Concrete shared (pedestrian/cycling) paths (2.5m wide).
- k) Landscaping.
- l) Street lighting
- m) Certified Essential Energy (electricity) plans.
- n) Proposed Street names.
- o) Indicative details of utilities (gas, telecommunications).
- p) Indicative bus stop details (location/infrastructure).

These plans must be generally in accordance with the preliminary plans outlined in Condition 1 of this development 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.

14. 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 1A & 1B. The submitted preliminary overall concept plan must show preliminary infrastructure and bus stop locations for the entire development. This is to be submitted to allow Council's Engineering Department to assess infrastructure requirements and bus stop locations and to ensure infrastructure and bus stop locations in future stages are consistent with the 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.

Street numbering is to be submitted for approval prior to the issue of the Subdivision Certificate for each stage.

Stage 1A & 1B works must be complete before release of Subdivision Certificate for Stage 1

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

15. Prior to the issue of Subdivision Works Certificate for Stage 1, the Applicant must provide sufficient evidence to Council outlining that the beneficiary of the existing easement for water supply on Lot 11 DP 701453 consents to the relocation of the alignment of the easement to avoid any private residential allotments. It is noted that DP 701453 states the following: (A) BENEFITED BY EASEMENTS FOR WATER SUPPLY – S156245, S156246.

Reason: To ensure that the existing water supply easement is suitably relocated.

16. 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 1B (trunk mains). 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 that sewerage from the subdivision is managed and disposed of in an acceptable manner, and water is provided in an acceptable manner.

17. 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 that appropriate traffic calming devices details are approved.

18. 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 'The Blue Book: Managing Urban Stormwater' 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 Landscape 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 that stormwater from the subdivision is managed and disposed of in an acceptable manner.

19. Water Sensitive Urban Design

The Proponent must demonstrate that 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 that the subdivision incorporates Water Sensitive Urban Design principles.

20. 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. This plan must follow the recommendations outlined in the "Impact Assessment and Mitigation of Off-Target Agricultural Spray Drift Report"; Dated February 2020; Prepared by Advanced Environmental Systems P/L (AES) for landscaping along Twenty Four Lane and Beer Road (Martin Lane as per the report).

It is noted walkway reserve plantings must be of a mature installation size to the satisfaction of Council's Engineering Department.

The plan must provide for the following:

- A plantation buffer along the southern and western boundaries of the development as per *Spray Drift Report recommendation; Dated February 2020; Prepared by Advanced Environmental Systems P/L (AES)*.
- Details of plants, relating to size, planting regime and similar.
- The existing patch of remnant vegetation on the southern boundary of the subject land must be incorporated into additional landscaping.

Once approved, the proponent is responsible for the funding and completion of required landscaping in accordance with the approved plan. Landscaping must be completed in accordance with the approved plan and as per *Spray Drift Report recommendation; Dated February 2020; Prepared by Advanced Environmental Systems P/L (AES)*.

The Proponent is responsible for the maintenance and care, including replacement with similar species/age plants of all landscaping for a period of twelve (12) months from release of the Subdivision Certificate/completion of all landscaping for each stage.

Reason: To ensure the development is satisfactorily landscaped, and to comply with Department of Planning, Industry and Environment - Biodiversity and Conservation Division recommendations.

21. 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 that erosion and sediment is appropriately managed during construction.

22. 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*.

23. Engineering Supervision and Plan Checking Fees

Engineering Supervision and Plan Checking Fees (2% of Construction Cost of roads, stormwater drainage, water, sewer, shared 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*.

24. Street names

The Proponent must submit a list of proposed street names for Council's consideration and approval. The street names must be approved by Council prior to the release of the Subdivision Certificate for each stage.

Reason: To ensure the development has appropriate street names.

25. Council Infrastructure

The Proponent must submit to Council recent photographs of Council's infrastructure in the area of 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.

NOTE: Compliance Certificate

Once works have been completed, the proponent is required to ascertain a Compliance Certificate from Council for each stage. Please contact Council's Engineering Department for more information.

Reason: To ensure the development is appropriately constructed and to comply with the *Environmental Planning and Assessment Act 1979*.

Conditions that must be fulfilled prior to the commencement of any works

26. 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.

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

27. 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 NSW Department of Environment and Conservation "Erosion and Sediment Control – A Resource Guide for Local Councils".

Reason: To minimise erosion of the site and prevent deposition of silt within the waterways, creeks and wetlands.

28. Water closet accommodation

A temporary water closet accommodation must be provided onsite during construction. This facility must be located onsite so as 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.

29. Temporary fencing around existing vegetation

All trees along the southern boundary of the subject land must be retained and suitably protected in accordance with Australian Standard **AS 4970-2009** 'Protection of Trees on Development Sites' by way of tree guards, barriers or other measures as necessary to protect root system, trunk and branches, during construction of any stage of the project.

Reason: To protect existing vegetation.

Conditions that must be complied with during works and in perpetuity

30. 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 that sediment is not trafficked onto Council's road network.

31. 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.

32. 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 comply with the *Protection of the Environment Operations Act 1997* and Regulations.

33. Plant and equipment 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 comply with the *Protection of the Environment Operations Act 1997*, and to preserve the environmental health and amenity of the adjoining area.

34. 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.

35. Construction site

The construction site must be maintained in an environmentally sound manner during construction. Designated waste containment areas must be provided on site, and must be maintained so as to prevent any windblown litter escaping from the site.

Reason: To comply with the *Protection of the Environment Operations Act 1997*, and to preserve the environmental health and amenity of the adjoining area.

36. 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 that must be fulfilled prior to the release of the relevant Subdivision Certificate

37. Sewerage

The Proponent must connect each allotment into Council's existing reticulated sewerage system. This must be provided in accordance with the approved design and must be fully funded by the Proponent.

Reason: To satisfactorily service the lots created.

38. Water Supply

The Proponent must provide filtered and raw water supply (subject to timing note 1 below) to each allotment. This must be provided in accordance with the approved design and must be fully funded by the Proponent.

It is noted that separate filtered and raw water meters **are not required** to be installed prior to the release of the Compliance Certificate or Subdivision Certificate.

Filtered water mains to be installed to the site as part of Stage 1B and is to be connected to stage 1A prior to the issue of the Subdivision Certificate for Stage 1 the first stage via MRC nominated points.

Raw water transfer pipework is to be installed to the site as part of Stage 1B SWC and prior to the issue of the SC for Stage 1.

Supply shall be made available where practicable from Council and will be via MRC's existing Raw Water Pump Station – Moama 2 (3 Mile reserve – Asset 3502) The proponent will be responsible for installing a transfer pipeline from MRC's Raw Water Pump Station – Moama 2 (3 Mile reserve – Asset 3502) to Lot 11 DP701453. The transfer pipeline must be suitably sized to cater for full development of Lot 11 DP701453 in accordance with DA 10.2019.284.2 approved plans.

Prior to completion of the first stage (subject to Raw Water storage levels on site and until such time the development of the western half of Lot 11 DP701453 has sufficient hard surface SW catchment run off), MRC shall provide Raw Water where practicable to The Range Estate for landscaping and firefighting purposes, to avoid filtered water being used. Supply of raw water shall not be unreasonably withheld.

All necessary licences arrangements, permits, authority approvals and the like for the extraction and discharge of sufficient quantities of raw water to/ from the Murray River remain the responsibility of MRC in perpetuity.

Reason: To satisfactorily service the lots created and to ensure that separate billing of newly created lots is possible.

39. Stormwater management

Each allotment must be provided with appropriate stormwater infrastructure that is connected to an approved system. Incorporation of Water Sensitive Urban Design must be provided. This must be provided in accordance with the approved design and must be fully funded by the Proponent.

Reason: To satisfactorily service the lots created.

40. Road network

The internal road network (including kerb and gutter) must be constructed to the satisfaction of Council.

Reason: To ensure that all allotments within the development have adequate access.

41. Access

Access must be provided to allotments that can only have one preferred access to the satisfaction of Council. An application to Council's Engineering Department must be made for the construction of new accesses. All new accesses must be constructed at the Proponent's expense to Council's standards and in accordance with Council's policy.

Reason: To ensure that all allotments have adequate access.

42. Shared paths

Shared paths (Pedestrian and bicycling) (2.5m wide)/footpaths must be provided to the satisfaction of Council's Engineering Department. Shared paths/footpaths must be constructed with concrete.

Reason: To ensure that shared paths are provided.

43. Street lights

Street lights must be provided by the proponent to the satisfaction of Council's Engineering Department.

Reason: To satisfactorily service the development.

44. Street name plates

Street name plates must be provided by the Proponent. The proponent must also submit a list of proposed street names for Council's consideration and approval prior to the release of the Compliance Certificate.

Reason: To ensure the development has appropriate street names and street name plates.

45. Bus Stops

Bus stops must be installed in accordance with the approved Subdivision Works Certificate plans. The installation of the required bus stops must be completed to the satisfaction of Council's Engineering Department.

Reason: To ensure the development is appropriately serviced.

46. Landscaping /Street scaping

Landscaping/ street scaping, revegetation works, buffer plantings and associated infrastructure must be completed to the satisfaction of Council in accordance with the approved Landscaping Plan as outlined in Condition 20 of this development consent.

Reason: To ensure the residential estate is appropriately landscaped.

47. High security water

The Proponent must provide Council with evidence that 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 1000m²
- b) 750kL per lot between 1001m²–1500 m²
- c) 1,000kL per lot between 1501m²–2000m²

These details must be submitted to and approved by Council.

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

48. 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 that 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.

49. Compaction of lots

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

Reason: To ensure that the lots are filled and compacted.

Conditions that must be fulfilled prior to the release of the Subdivision Certificate**50. Subdivision Certificate Application**

The submission of formal subdivision plans and an application for Subdivision Certificate including the applicable fees must be made with Council for each stage. The fee will be charged in accordance with the fee schedule applicable at the time the application for Subdivision Certificate is lodged with Council. Easements must be shown over all services and covenants as required by the conditions of consent incorporated into the appropriate instruments. Three (3) copies of the formal subdivision plans, Administration Sheet and relevant Instrument Sheet (if applicable for the stage) must be provided to Council. All three (3) copies of the Administration Sheet and relevant Instrument Sheet (if applicable for the stage) must contain original signatures. Executed copies will not be accepted. A completed copy of Council's checklist outlining all conditions have been met must be submitted with the application for a Subdivision Certificate. 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.*

51. Private assets

Any private services which are located within the created Public Open Space reserves must be shown within an appropriate easement to be registered. Any such easements must be shown on the formal subdivision plans prior to the release of the Subdivision Certificate for each relevant stage.

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

52. Prior to the issue of Subdivision Works Certificate for Stage 1, the Applicant must provide sufficient evidence to Council outlining that legal agreement has been reached between the Lot owners of Lot 11 DP 701453 (development site) and Lot 2 DP 1191295 (containing Rich River Golf Club) regarding the construction of the chain wire protective screen fence (safety fence) or other appropriate buffer/protective measure. The legal agreement must outline where the fence or buffer/protection measure is to be erected (i.e. site plan), along with who is responsible for its maintenance/replacement. The safety fence is required to remain in perpetuity during the use of Lot 2 DP 1191295 as a golf course. The agreement must also outline that Council holds no responsibility for the erection/maintenance/replacement of such fencing.

Reason: To ensure agreement is reached regarding the construction of required safety fence or other buffer/protection measure between the development site and the existing golf course.

53. Appropriate fencing along the created public open space reserves must be erected as per approved "Twenty Four Lane Moama – Central Reserve" DWG: 1133 G04.3; sheet 3 of 22 (Dated 10/03/20) prepared by Development Outcomes prior to the release of the Subdivision Certificate for Stages 1, 2, 3, 4, 5, 6, 8 and 9

The "**Standard fencing**" referred to in this plan must:

- a) not be higher than 1.5m above ground level.

The "**Open fence**" referred to in this plan must:

- a) be a 'rural style' (open style fence) constructed using post and wire or post and rail, and
- b) not be higher than 1.5m above ground level.

The applicable fencing must be constructed to the satisfaction of Council prior to the release of the Subdivision Certificate for each relevant stage.

Reason: To ensure that the amenity of the area is not adversely impacted upon.

54. 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 relevant stage.

The instrument must contain the following:

- The creation and registration of a "Restriction on the Use of Land" on proposed lots 132, 43, 44, 17, 16, 15, 14, 68, 69, 97, 250, 148, 147, 207, 208, 221, 279, 291, 278, and 292 outlining that a dwelling house, outbuilding or any other structure must be setback a minimum of 3 metres from the adjoining public open space. The restriction must be in favour of Murray River Council.

- No additional fencing other than approved under Condition 54 is permitted on the boundary of the created Public Open Space Reserves and proposed lots 132, 43, 44, 17, 16, 15, 14, 68, 69, 97, 250, 148, 147, 207, 208 and 221. The restriction must be in favour of Murray River Council.
- Council holds no responsibility for the maintenance/replacement of fencing on the boundary of the created Public Open Space Reserves and proposed lots 132, 43, 44, 17, 16, 15, 14, 68, 69, 97, 250, 148, 147, 207, 208, 221, 279, 291, 278, and 292. The restriction must be in favour of Murray River Council.
- A restrictive covenant on proposed lots which abut the Rich River Golf Club (Lot 2 DP 1191295) outlining that lot owners and occupiers of the subject land, recognise that they live adjacent to the existing Rich River Golf Club located on Lot 2 DP 1191295 and Council holds no responsibility for any wayward golf balls which may enter the property.
- The chain wire protective screen fence (safety fence) or appropriate buffer/protection measure established as required by Condition 52 must be maintained for the asset life of the protective fence (estimated 20 years) by the responsible party outlined in the agreement. Council holds no responsibility for the maintenance/replacement of such fencing.
- A restrictive covenant on all residential allotments requiring that the floor level of all habitable rooms be constructed at least the height of the Flood Planning Level (500mm above the 1 in 100 flood event level) applying to the site. 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 that a copy of an instrument is provided to Council for review and endorsement.

55. Adjoining agricultural activities

Prior to the release of the Subdivision Certificate for each relevant stage, the proponent must provide evidence that the recommendations of the Impact Assessment and Mitigation of Off-Target Agricultural Spray Drift report as prepared by Advanced Environmental Systems P/L (AES) (Dated February 2020); have been implemented.

Reason: To ensure that the impact of the adjoining agricultural activity is addressed.

56. Compliance Certificate

The Proponent must submit an approved Compliance Certificate with the application for Subdivision Certificate for each stage.

Reason: To ensure the development is appropriately constructed and to comply with *the Environmental Planning and Assessment Act 1979*.

57. Civil construction and landscape maintenance deposit

A 5% Deposit of Construction costs of roads, stormwater drainage, water, sewer, landscaping 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.

58. Defects liability period

The proponent must maintain all landscaping 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 landscape works, at which stage all defects must be rectified.

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

59. 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.

60. Electricity

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

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

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

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

Reason: To satisfactorily service the lots created.

61. 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.

62. 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, 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 so as 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.

63. 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 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

DEVELOPMENT	Standard Residential Lot (450m ² - 2000m ²) x 368
CONTRIBUTION RATE (% OF ET)	100%
SEWER	Rate at time of SC lodgement per lot x 368
FILTERED WATER	Rate at time of SC lodgement per lot x 368
RAW WATER	Rate at time of SC lodgement per lot x 368

Section 7.11 Development Contributions (Murray)

DEVELOPMENT	Conventional lot x 368
CONTRIBUTION RATE (% OF ET)	100%
ROAD UPGRADE	Rate at time of SC lodgement per lot x 368
OPEN SPACE	Rate at time of SC lodgement per lot x 368
COMMUNITY FACILITIES	Rate at time of SC lodgement per lot x 368
WASTE	Rate at time of SC lodgement per lot x 368
STORMWATER	Rate at time of SC lodgement per lot x 368

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 on Council's website at www.murrayriver.nsw.gov.au.

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

64. Access

Prior to the issue of the Subdivision Certificate a formed driveway access to Council specifications must be provided to relevant allotments as outlined on the approved Subdivision Works Certificates. A separate application must be made to Council's Engineering Department for approval to construct any driveway access.

Reason: To protect Council assets and to ensure compliance with the *Roads Act 1993* which requires the road authority to give permission for an activity within the road reserve.

Advice to Proponent – Subdivisions

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.

NOTE: Compliance Certificate

Once works have been completed, the proponent is required to ascertain a Compliance Certificate from Council. Please contact Council's Engineering Department for more information.

Reason: To ensure the development is appropriately constructed and to comply with *the Environmental Planning and Assessment Act 1979*.

Advice to Applicant

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 Clause 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 so as 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 Applicant 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.

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.



Rod Croft
Interim Director Planning & Environment

29 April 2021

NEW SOUTH WALES
**RIGHT TO FARM
POLICY
SUMMARY**

NSW Department of Primary Industries



Ensuring current reviews of environmental planning instruments include consideration of options to ensure best land use outcomes and to reduce conflicts

- » The NSW Government will review current land use planning mechanisms and instruments, with the aim of delivering a planning policy framework that supports the management of current and future farming practices.
- » The NSW Government will review the findings of the current Legislative Council Inquiry into regional planning processes in NSW, which is due to report in 2016 and consider the recommendations, including any recommendations regarding the Right to Farm policy.

Improving education and awareness

- » The NSW Government will enhance its current engagement with local government, and in consultation with other stakeholders, support councils' proactive management and education on land use conflict issues that arise from lawful farming practices.

Considering the need for legislative options, should additional Government intervention be required.

- » The NSW Government will maintain its links with other jurisdictions to exchange information about developments in right to farm policy and legislation.
- » The NSW Government will report on the implementation of this policy on an annual basis.
- » The NSW Government will undertake a review after a period of two years of data collection or earlier if the evidence demonstrates the need. This review of the policy will consider other jurisdictions and overseas experiences, as well as the outcomes of the Legislative Council Inquiry and determine if legislative options are necessary.

Published by the NSW Department of Primary Industries

First published December 2015

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Disclaimer: The information contained in this publication is based on knowledge and understanding at the time of writing (November 2015). However, because of advances in knowledge, users are reminded of the need to ensure that information upon which they rely is up to date and to check currency of the information with the appropriate officer of the Department of Primary Industries or the user's independent adviser.

JN 13807_DEC15

Introduction

The NSW Government recognises the value of agriculture for growing food and fibre for domestic and international markets and is concerned about the potential loss or impaired use of agricultural land. Agriculture is important to local, regional, and state economies and communities.

Addressing land use conflicts that arise from lawful agricultural practices is an issue of shared obligations. Farmers, neighbours, land developers, new land buyers and state and local government all have a significant role to play.

The NSW Government will strive to increase certainty for existing agricultural use and promote innovation and investment in agriculture by:

- identifying and facilitating access to resources on which agriculture depends
- supporting the retention of critical industry mass and access to services, infrastructure, processing facilities and markets.

The NSW Government will plan for land use near agriculture that minimises conflicts and where possible enables future growth and adaptation, while providing for other industries to co-exist where compatible.

NSW Right to Farm policy

The NSW Government has developed a comprehensive, state-wide approach to deal with the issue of right to farm.

The Right to Farm policy brings together a collection of actions including:

- » reinforcing rights and responsibilities
- » establishing a baseline and ongoing monitoring and evaluation of land use conflicts
- » strengthening land use planning
- » ensuring ongoing reviews of relevant environmental planning instruments include consideration of options to ensure best land use outcomes and to minimise conflicts
- » improving education and awareness on management of land use conflicts
- » considering potential future legislative options, should additional Government intervention be required.

Land use conflict

Land use conflict occurs when there is disagreement or dispute as to the use of land – the activities of one land user might be perceived to, or actually does, infringe upon the rights, values or amenity of another.

In rural areas, land use conflicts can occur when agriculture is deemed to impact on residential use, but conflicts can also arise when other land users impact on farmers, and also between different agricultural industries. People who want to live in rural and agriculture areas need to understand that land is used for productive purposes, such as agriculture. The reality is that normal farming practices can have impacts on neighbours ranging from residual noise, light, dust and other impacts.

In some local government areas, complaints occur frequently – some areas on a weekly basis. Land use conflict can be a considerable issue for local government, and creates uncertainty for farm businesses, as it can increase costs and exert pressure on some farmers to relocate or leave the industry.

The NSW Government supports primary producers in their right to farm to the extent of what is lawful. This means compliance with the legislation and regulations that govern, for example, land uses, uses of chemicals, intensity and timing of lights and noise and management of odours. The suite of rules applies equally to all land users, including rural lifestyle land owners who, like farmers, have obligations in relation to management of weeds, pests and other biosecurity risks

Summary

Reinforcing rights and responsibilities

- » The NSW Government will implement this Right to Farm policy to support farmers in exercising their right to farm.
- » The NSW Government will work with agricultural industries in NSW to support their efforts in establishing and maintaining best practice and minimising land use conflicts.
- » The NSW Government will encourage and support all participants in rural industry to promote good agricultural practice, technological and practical developments of modern farming equipment and techniques, and good neighbour practices

Establishing a baseline and ongoing monitoring and evaluation

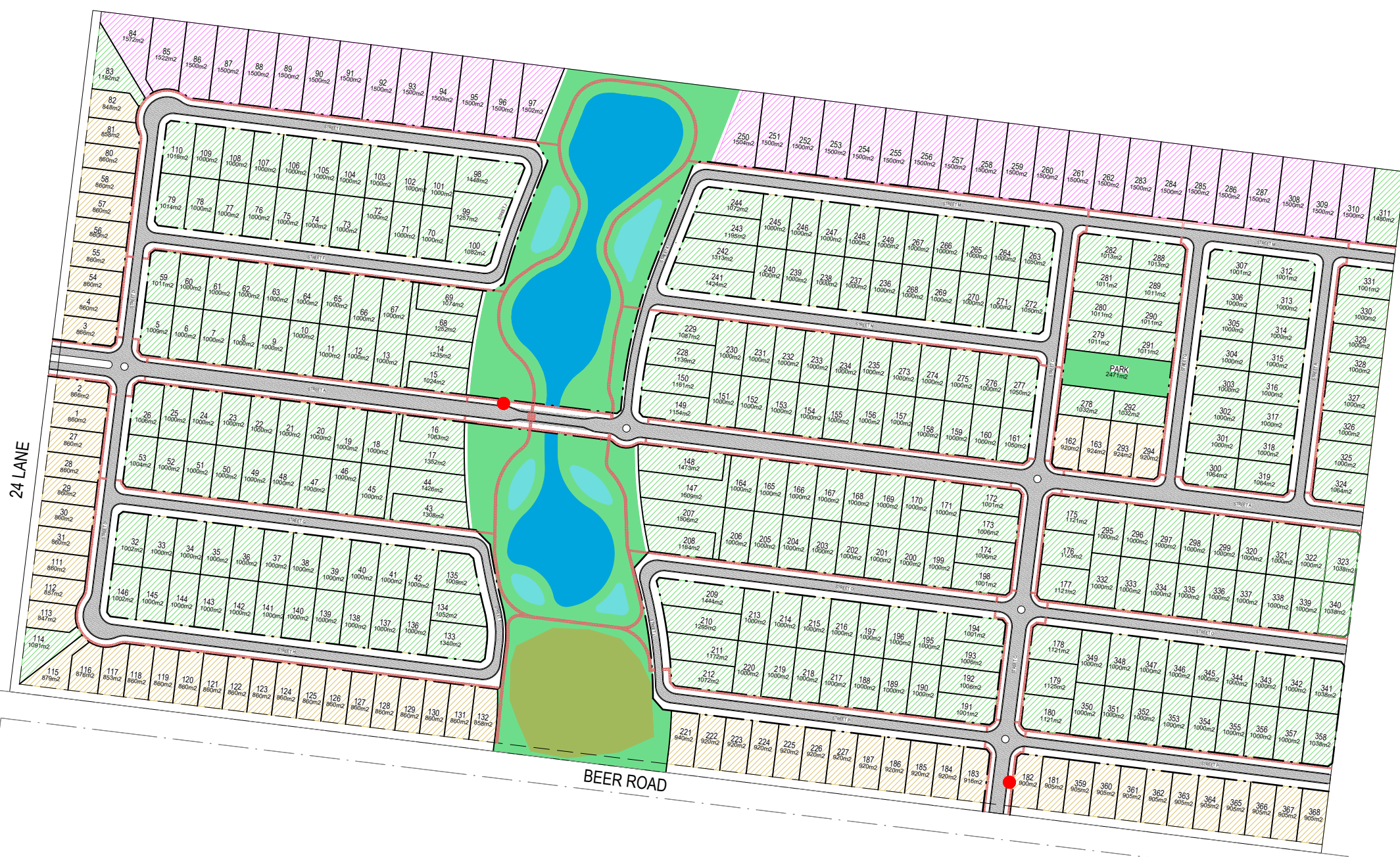
- » The NSW Government will work with local government and other stakeholders to identify and monitor nuisance complaints related to farming in relevant local government areas

Strengthening land use planning

- » The NSW Government will develop a suite of Regional Plans that identify regional priorities for growth, including for primary industries, as well as providing direction on managing land use conflicts.
- » The NSW Government will work with local councils to identify any additional measures required to assist their efforts in best practice land use planning to address land use conflict issues

MURRAY RIVER COUNCIL
Development Application Approval
Application Number: 10.2019.284.2
Approval Date: 29 April 2021

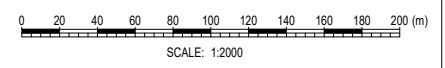
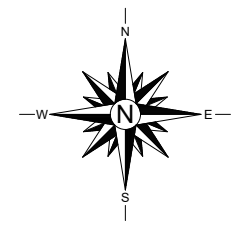
Rod Croft
Authorised Officer
Sheet 1 of 23



SHEET INDEX			
SHEET #	SHEET DESCRIPTION	DWG. #	REV. #
1	MASTER PLAN	1133 G04.1	C
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3	CENTRAL RESERVE	1133 G04.3	C
4	TYPICAL SECTIONS	1133 G04.4	C
5	STAGING PLAN	1133 G04.5	A
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8	STAGE 1 - LOT DETAILS & SERVICES	1133 G04.8	A
9	STAGE 1 - LOT DETAILS & SERVICES	1133 G04.9	A
10	STAGE 2 - LOT DETAILS & SERVICES	1133 G04.10	A
11	STAGE 3 - LOT DETAILS & SERVICES	1133 G04.11	A
12	STAGE 4 - LOT DETAILS & SERVICES	1133 G04.12	A
13	STAGE 5 - LOT DETAILS & SERVICES	1133 G04.13	A
14	STAGE 6 - LOT DETAILS & SERVICES	1133 G04.14	A
15	STAGE 6 - LOT DETAILS & SERVICES	1133 G04.15	A
16	STAGE 7 - LOT DETAILS & SERVICES	1133 G04.16	A
17	STAGE 8 - LOT DETAILS & SERVICES	1133 G04.17	A
18	STAGE 9 - LOT DETAILS & SERVICES	1133 G04.18	A
19	STAGE 10 - LOT DETAILS & SERVICES	1133 G04.19	A
20	STAGE 11 - LOT DETAILS & SERVICES	1133 G04.20	A
21	STAGE 12 - LOT DETAILS & SERVICES	1133 G04.21	A
22	STAGE 13 - LOT DETAILS & SERVICES	1133 G04.22	A

LEGEND

- LOT AREA 750M² - 999M²
- LOT AREA 1000M² - 1500M²
- LOT AREA 1500M² & GREATER
- BUS STOP



WARNING
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 The location of underground services, where shown, are approximate only.
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file name 1133 G04 - Development Plan.dwg layout name G04.1
 file location Z:\1133 Twenty-four Lane Moama\A-Cad

ISSUED FOR DEVELOPMENT APPLICATION	RP	10/03/20
ISSUED FOR DISCUSSION	RJP	27/09/19
ISSUED TO CLIENT FOR REVIEW	RJP	02/08/19

RAY PERRY
TWENTY FOUR LANE MOAMA
 DRAFT DEVELOPMENT PLAN
 MASTER PLAN

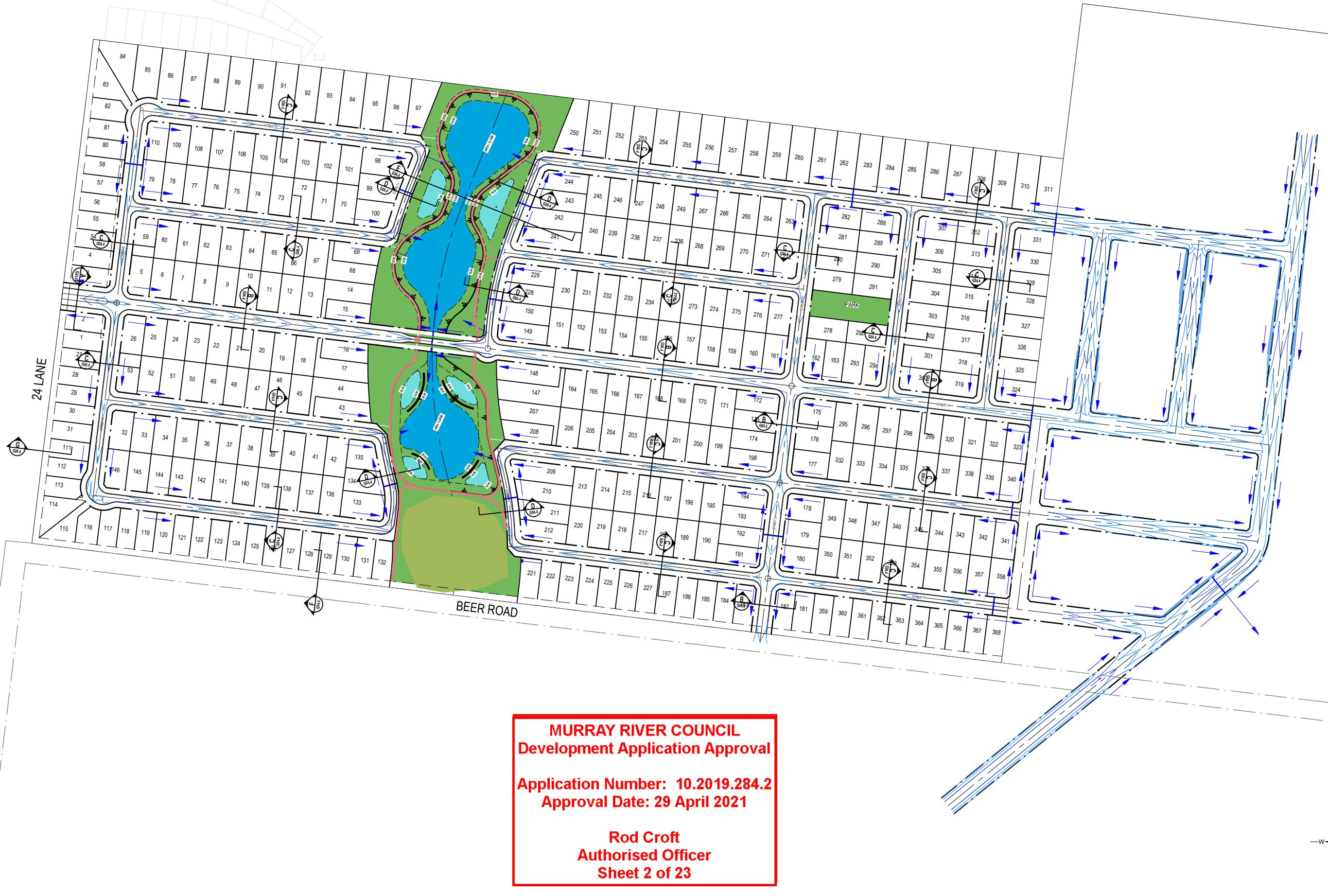
Design By: RJP Checked By: SN Plot Date: 11/03/2020
 Drawn By: INT Approved By: INT Approved/Approved: DATE

DWG NO: 1133 G04.1

Sheet Number: 1 OF 22
 Sheet Size: A1

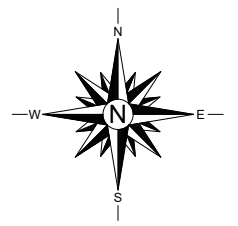
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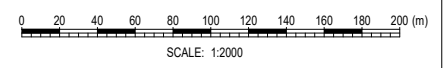


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Application Number: 10.2019.284.2
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Sheet 2 of 23



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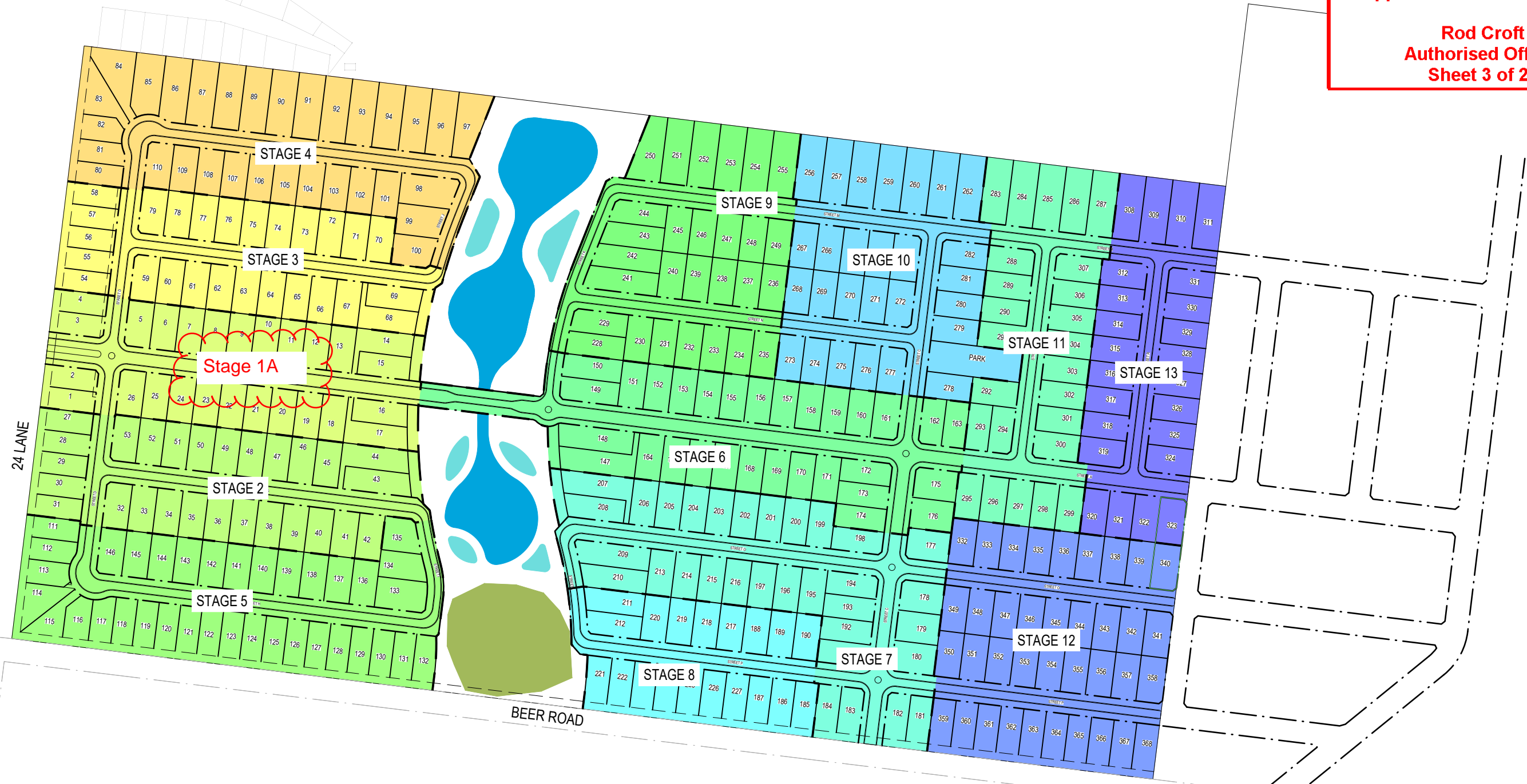
RAY PERRY
TWENTY FOUR LANE MOAMA
 DRAFT DEVELOPMENT PLAN
 PRELIMINARY ROAD GRADING STRATEGY

DWG NO: 1133 G04.2

Sheet Number: 2 OF 22
 Sheet Size: A1

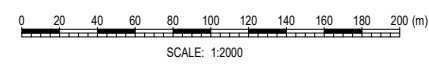
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	2	27		9	28
	3	26		10	27
	4	31		11	25
	5	36		12	37
	6	30		13	24
	7	32			
TOTAL 368					

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TWENTY FOUR LANE MOAMA
 DRAFT DEVELOPMENT PLAN
 STAGING PLAN

Design By: RJP Checked By: SN Plot Date: 11/03/2020
 Drawn By: INT Approved By: INT Approved/Approved: DATE

DWG NO: 1133 G04.5

Sheet Number: 5 OF 22 REV: A
 Sheet Size: A1

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 file location Z:\1133 Twenty-four Lane Moama\A-Cad

file name 1133 G15 - Water - Golf Course.dwg layout name G15.1
 file location Z:\1133 Twenty-four Lane Moama\A-Cad

LOCATION A	GOLF CLUB INDEPENDENT PUMP STATION AND THE RANGE, PUMP STATION No 1
LOCATION B	DIVERSION POINT 1 FOR INDEPENDENT GOLF CLUB RAW WATER
LOCATION C	DIVERSION POINT 2 FOR INDEPENDENT GOLF CLUB RAW WATER
LOCATION D	RAW WATER DISCHARGE POINT TO GOLF CLUB
LOCATION E	THE RANGE, PUMP STATION No. 2 AND No. 3
LOCATION F	THE RANGE, PUMP STATION No 4
LOCATION G	COBB HIGHWAY

PUMP STATION No 1	RAW WATER TRANSFER PUMP
PUMP STATION No 2	STORMWATER TRANSFER PUMP
PUMP STATION No 3	RAW WATER PRESSURE PUMP
PUMP STATION No 4	SEWER PUMP STATION

LOCATION	DISTANCE (METERS)
A TO B	700m
B TO C	550m
C TO D	460m
B TO C , VIA LOCATION E	890m
E TO D	1171m
E TO A , VIA TWENTY FOUR LANE	1186m
F TO G	2032m
G TO E	1760m

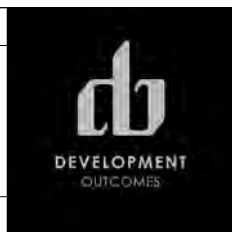
B	DRAINAGE ALIGNMENT UPDATED	RP	19/02/21
A	ISSUED FOR MASTER STRATEGY WORKS	RJP	03/07/20

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DESIGN BY:	RJP	DRAWN BY:	RJP	CHECKED BY:	SN	PLOT DATE:	19/02/2021	DWG:1133 G15.1	SHEET:	1	OF	1	SHEET SIZE:	A1	REV:	B
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RAY PERRY
THE GRANGE
INFRASTRUCTURE STRATEGY PLAN
 EXTERNAL SERVICING
 WATER RAW, SEWER, DRAINAGE

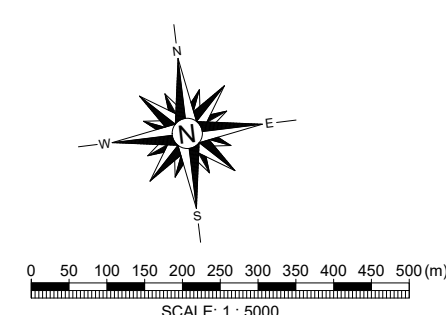
Stage 1B



MURRAY RIVER COUNCIL
 Development Application Approval

Application Number: 10.2019.284.2
 Approval Date: 29 April 2021

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 Sheet 4 of 23

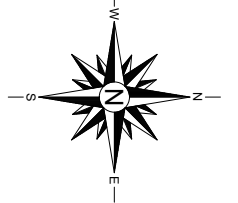


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MURRAY RIVER COUNCIL
 Development Application Approval
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Rod Croft
 Authorised Officer
 Sheet 5 of 23

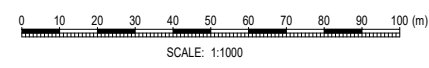


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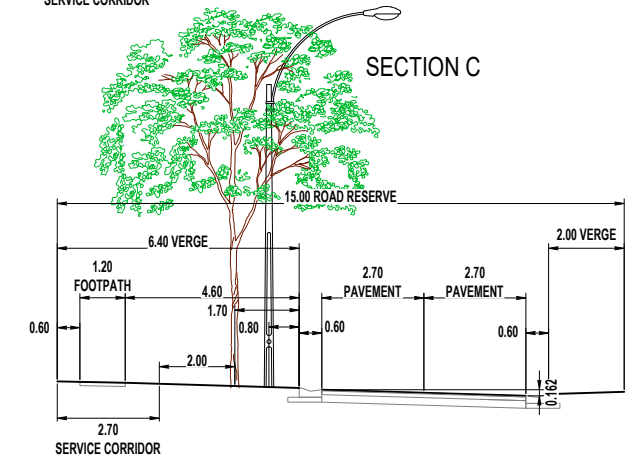
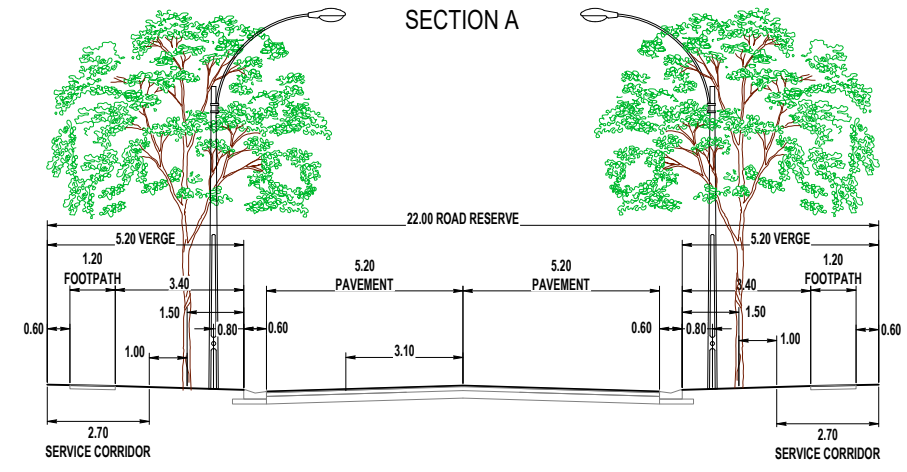
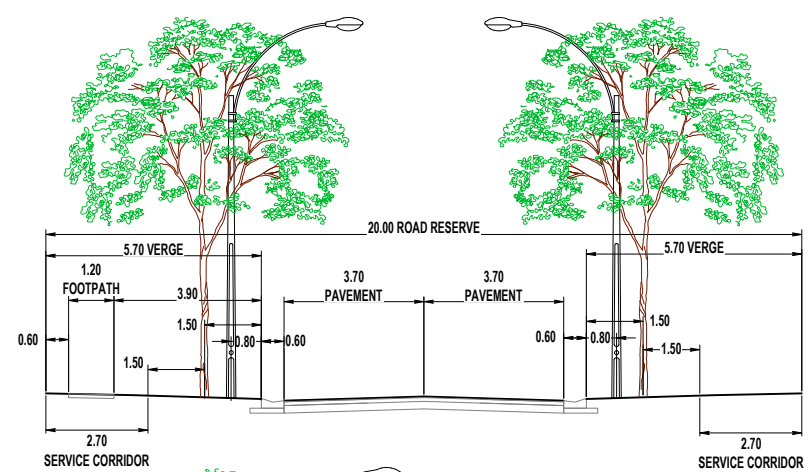
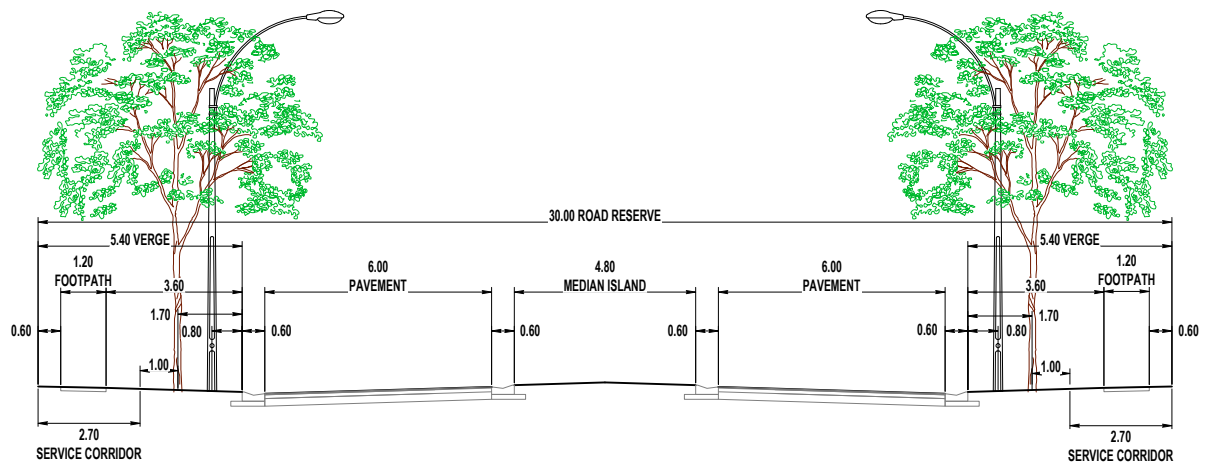
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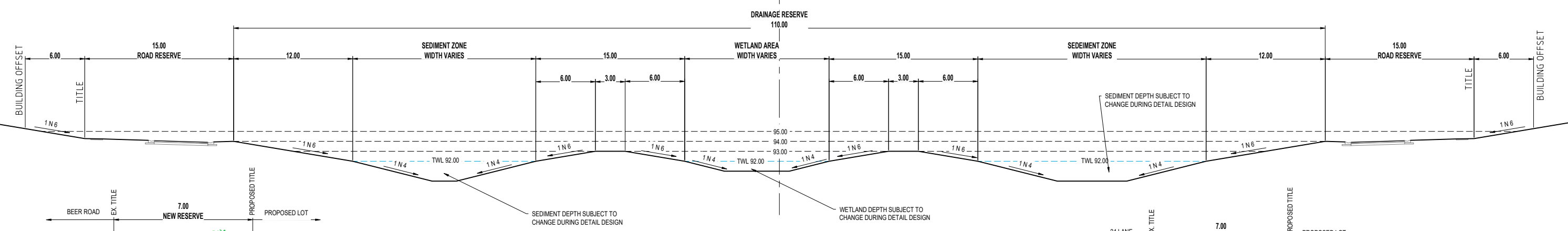
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Design By: RJP Drawn By: INT	Checked By: SN Approved By: INT	Plot Date: 11/03/2020 Approved/Approved: DATE



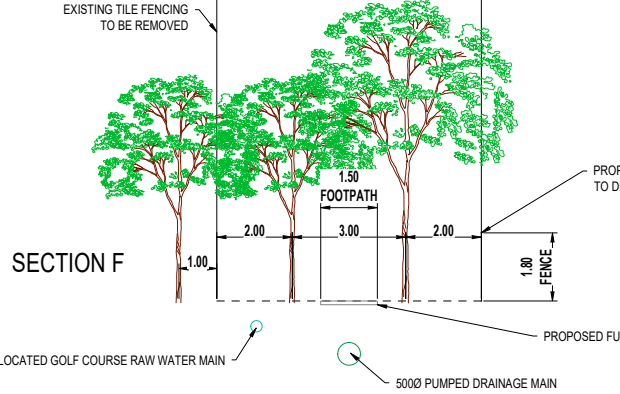
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Development Application Approval
Application Number: 10.2019.284.2
Approval Date: 29 April 2021
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Sheet 6 of 23

SECTION B

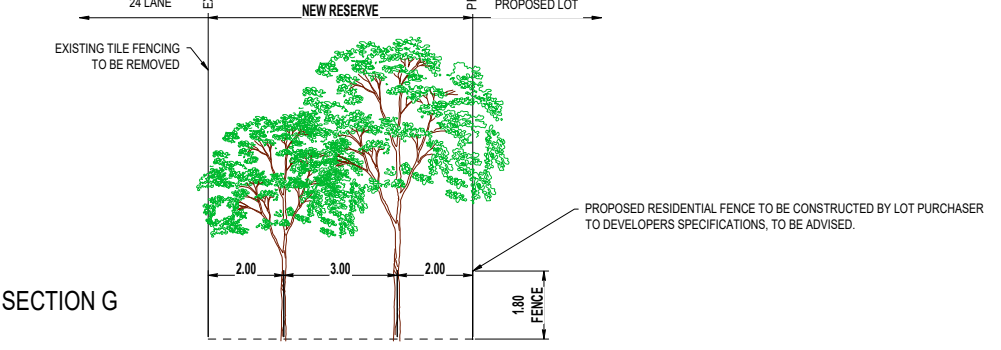
SECTION D



SECTION E



SECTION F



SECTION G

file name 1133 G04 - Development Plan.dwg layout name G04.4
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C	ISSUED FOR DEVELOPMENT APPLICATION	RP	10/03/20
B	ISSUED FOR DISCUSSION	RJP	27/09/19
A	ISSUED TO CLIENT FOR REVIEW	RJP	02/08/19

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Drawn By:	INT	Approved By:	INT	Approved/Approved:	DATE

RAY PERRY
TWENTY FOUR LANE MOAMA
 DRAFT DEVELOPMENT PLAN
 TYPICAL SECTIONS

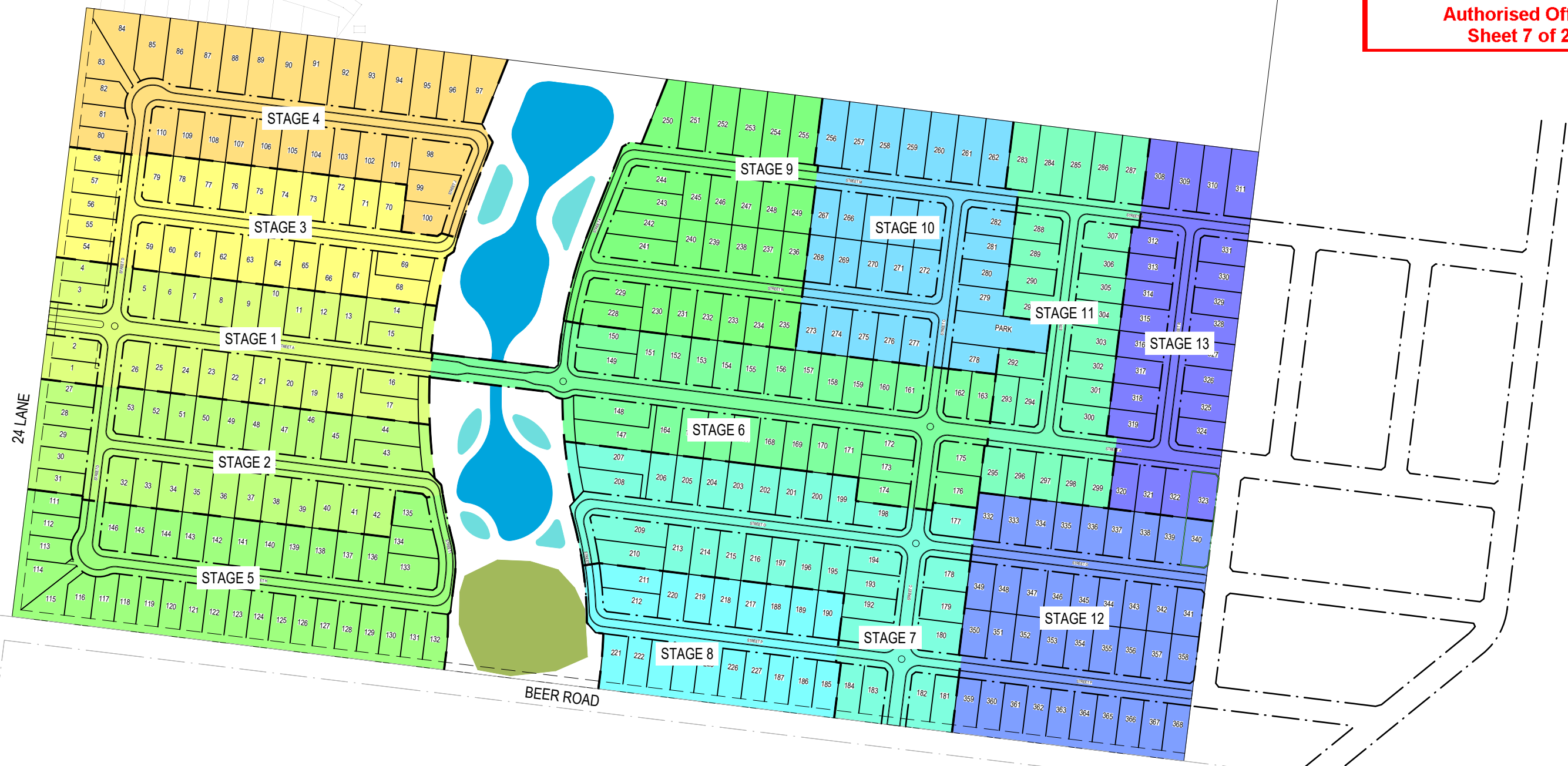
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 Sheet Size: A1

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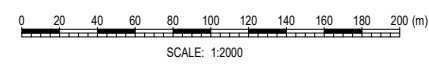
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Development Application Approval
Application Number: 10.2019.284.2
Approval Date: 29 April 2021

Rod Croft
Authorised Officer
Sheet 7 of 23



LEGEND					
	STAGE #	LOT #		STAGE #	LOT #
	1	26		8	19
	2	27		9	28
	3	26		10	27
	4	31		11	25
	5	36		12	37
	6	30		13	24
	7	32			
TOTAL 368					

WARNING
BEWARE OF UNDERGROUND SERVICES
DIAL BEFORE YOU DIG
 The location of underground services, where shown, are approximate only.
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RAY PERRY
TWENTY FOUR LANE MOAMA
 DRAFT DEVELOPMENT PLAN
 STAGING PLAN

Design By: RJP Checked By: SN Plot Date: 11/03/2020
 Drawn By: INT Approved By: INT Approved/Approved: DATE

DWG NO: 1133 G04.5 Sheet Number: 5 OF 22 REV: A
 Sheet Size: A1

file name 1133 G04 - Development Plan.dwg layout name G04.5
 file location Z:\1133 Twenty-four Lane Moama\A-Cad

MURRAY RIVER COUNCIL
Development Application Approval

Application Number: 10.2019.284.2
Approval Date: 29 April 2021

Rod Croft
Authorised Officer
Sheet 8 of 23

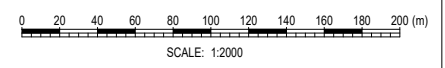
REFER TO SHEET 9 / DWG G04.9 FOR GREATER DETAIL



file name 1133 G04 - Development Plan.dwg layout name G04.6
file location Z:\1133 Twenty-four Lane Moama\A-Cad

ISSUED FOR DEVELOPMENT APPLICATION	RJP	10/03/19
DEVELOPMENT OUTCOMES Pty Ltd, PO Box 640, Wodonga, Vic. 3689, ABN 32 164 621 005		
Ph 0478 022 556, stuart@developmentoutcomes.com.au, www.developmentoutcomes.com.au		

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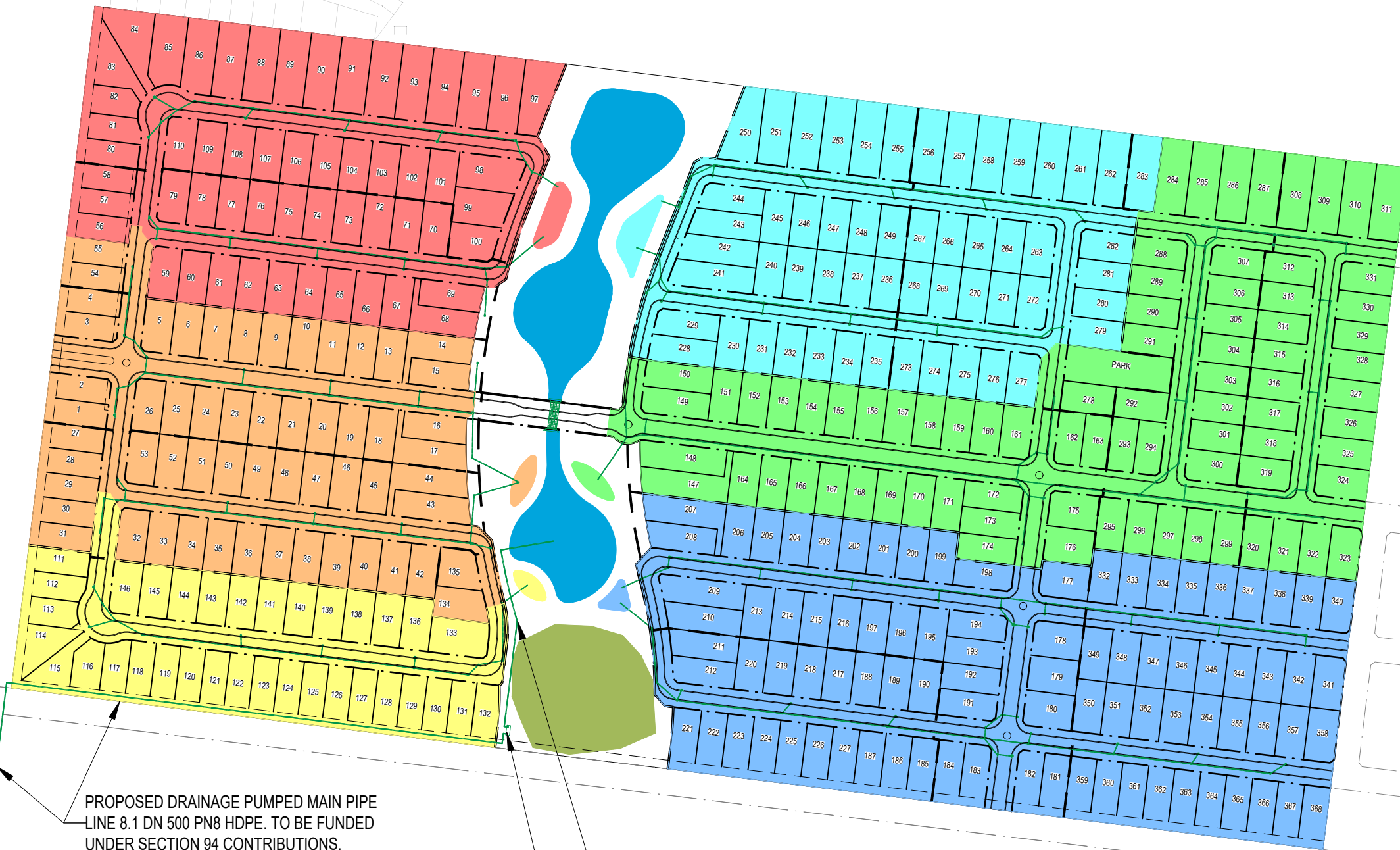
RAY PERRY
TWENTY FOUR LANE MOAMA
DRAFT DEVELOPMENT PLAN
HIGH LEVEL SEWER & WATER PLAN

Design By: RJP Checked By: SN Plot Date: 11/03/2020
Drawn By: INT Approved By: INT Approved/Approved: DATE

DWG NO: 1133 G04.6

Sheet Number: 6 OF 22
Sheet Size: A1

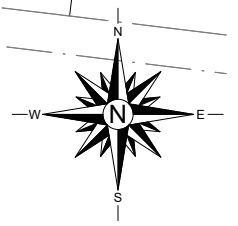
REV: A



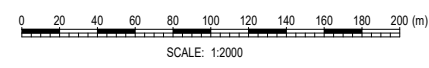
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 LINE 8.1 DN 500 PN8 HDPE. TO BE FUNDED
 UNDER SECTION 94 CONTRIBUTIONS.

PROPOSED PIPE LINE 1.2 DN 630 PN8 HDPE. TO BE FUNDED
 UNDER SECTION 94 CONTRIBUTIONS.

PROPOSED DRAINAGE PUMP STATION PS1. TO BE FUNDED
 UNDER SECTION 94 CONTRIBUTIONS.



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RAY PERRY
TWENTY FOUR LANE MOAMA
 DRAFT DEVELOPMENT PLAN
 HIGH LEVEL DRAINAGE PLAN

Design By: RJP	Checked By: SN	Plot Date: 11/03/2020
Drawn By: INT	Approved By: INT	Approved/Approved: DATE

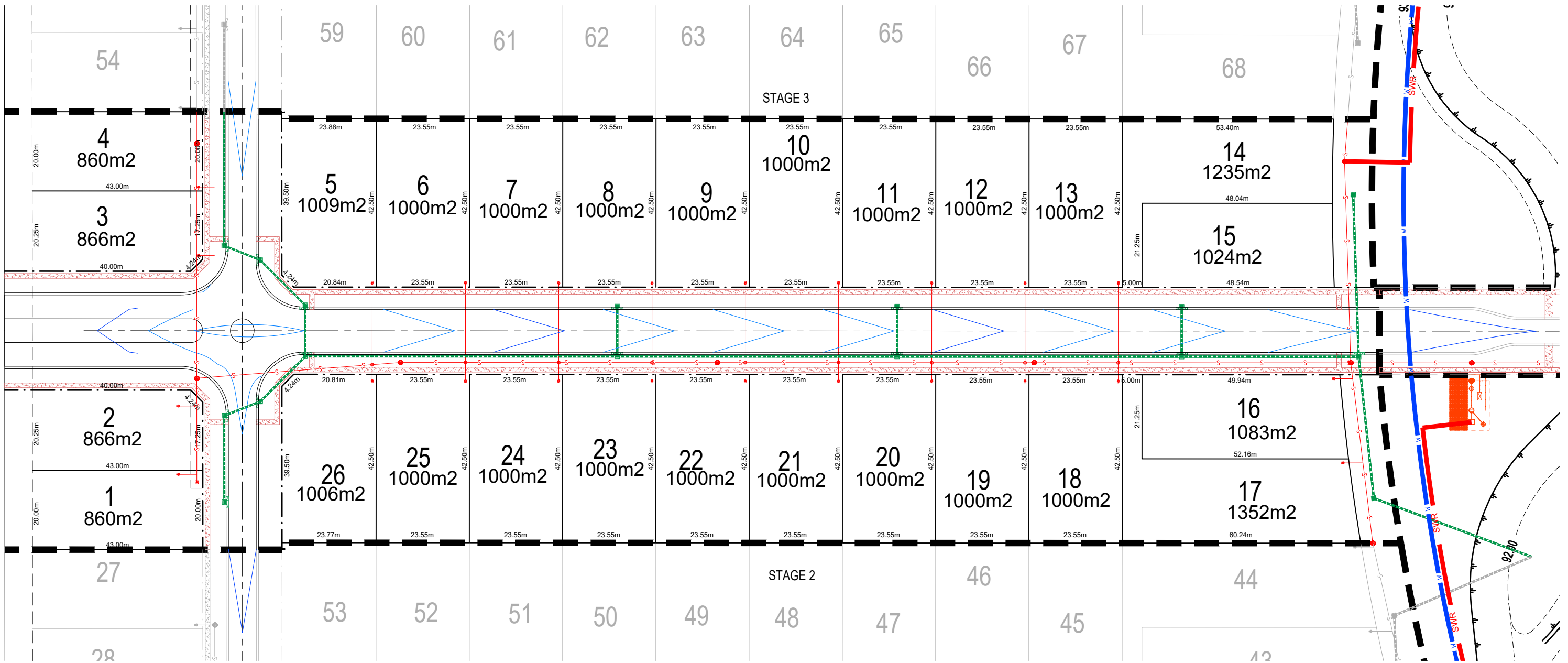
DWG NO: 1133 G04.7

Sheet Number: 7 OF 22
 Sheet Size: A1

REV: A



file name 1133 G04 - Development Plan.dwg layout name G04.7
 file location Z:\1133 Twenty-four Lane Moama\A-Cad



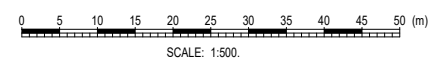
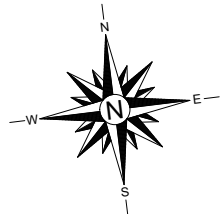
MURRAY RIVER COUNCIL
Development Application Approval

Application Number: 10.2019.284.2
Approval Date: 29 April 2021

Rod Croft
Authorised Officer
Sheet 10 of 23

LEGEND

- TEXT
- LOT NUMBER
- LOT AREA
- LOT AREA
- DRAINAGE**
- PROPOSED PIPE / PIT
- EXISTING PIPE / PIT
- PROPOSED PROPERTY INLET PIT
- WATER**
- RELOCATED RAW WATER
- SEWER**
- EXISTING SEWER RISING MAIN
- PROPOSED RISING MAIN
- PROPOSED PIPE / PIT
- EXISTING PIPE / PIT
- PROPOSED PROPERTY CONNECTION / INSPECTION OPENING
- ROADS**
- ALIGNMENT - ROAD CENTRELINE
- PROPOSED PAVEMENT (ROADS)
- PROPOSED PAVEMENT (FOOTPATH)



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RAY PERRY
TWENTY FOUR LANE MOAMA
 DRAFT DEVELOPMENT PLAN
 STAGE 1
 LOT DETAILS & SERVICES

Design By: RJP	Checked By: SN	Plot Date: 11/03/2020	DWG NO: 1133 G04.8
Drawn By: INT	Approved By: INT	Approved/Approved: DATE	Sheet Number: 8 OF 22
			REV: A

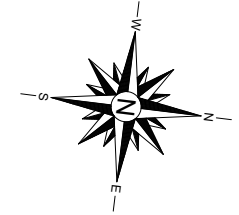
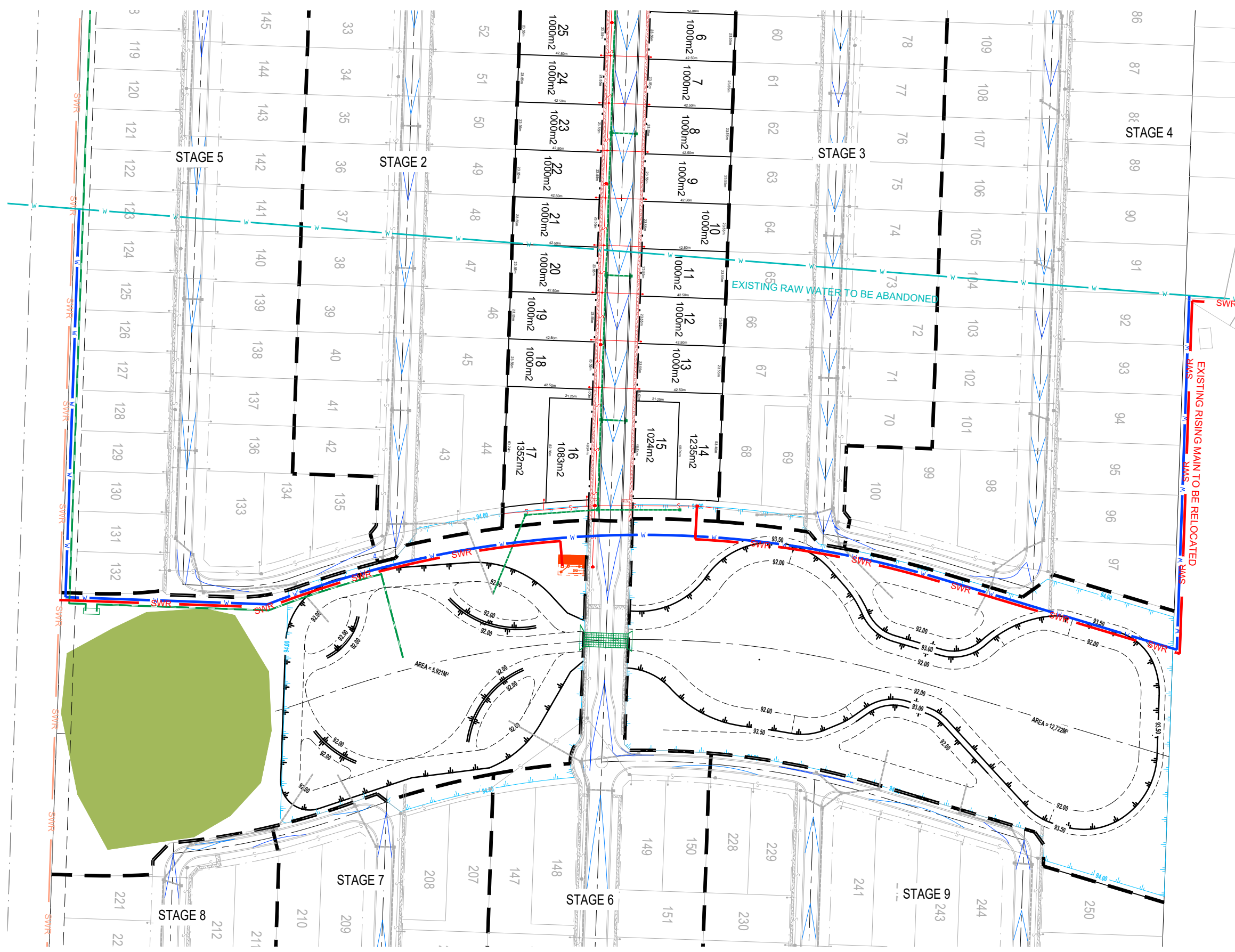
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 file location Z:\1133 Twenty-four Lane Moama\A-Cad



MURRAY RIVER COUNCIL
Development Application Approval

Application Number: 10.2019.284.2
Approval Date: 29 April 2021

Rod Croft
Authorised Officer
Sheet 11 of 23

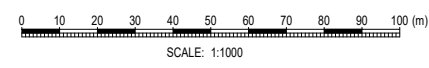


LEGEND

- TEXT**
- LOT NUMBER
- LOT AREA
- LOT AREA
- DRAINAGE**
- PROPOSED PIPE / PIT
- EXISTING PIPE / PIT
- PROPOSED PROPERTY INLET PIT
- WATER**
- RELOCATED RAW WATER
- SEWER**
- EXISTING SEWER RISING MAIN
- PROPOSED RISING MAIN
- PROPOSED PIPE / PIT
- EXISTING PIPE / PIT
- PROPOSED PROPERTY CONNECTION / INSPECTION OPENING
- ROADS**
- ALIGNMENT - ROAD CENTRELINE
- PROPOSED PAVEMENT (ROADS)
- PROPOSED PAVEMENT (FOOTPATH)

300
1064m²
 42.50m

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RAY PERRY
TWENTY FOUR LANE MOAMA
DRAFT DEVELOPMENT PLAN
STAGE 1
LOT DETAILS & SERVICES

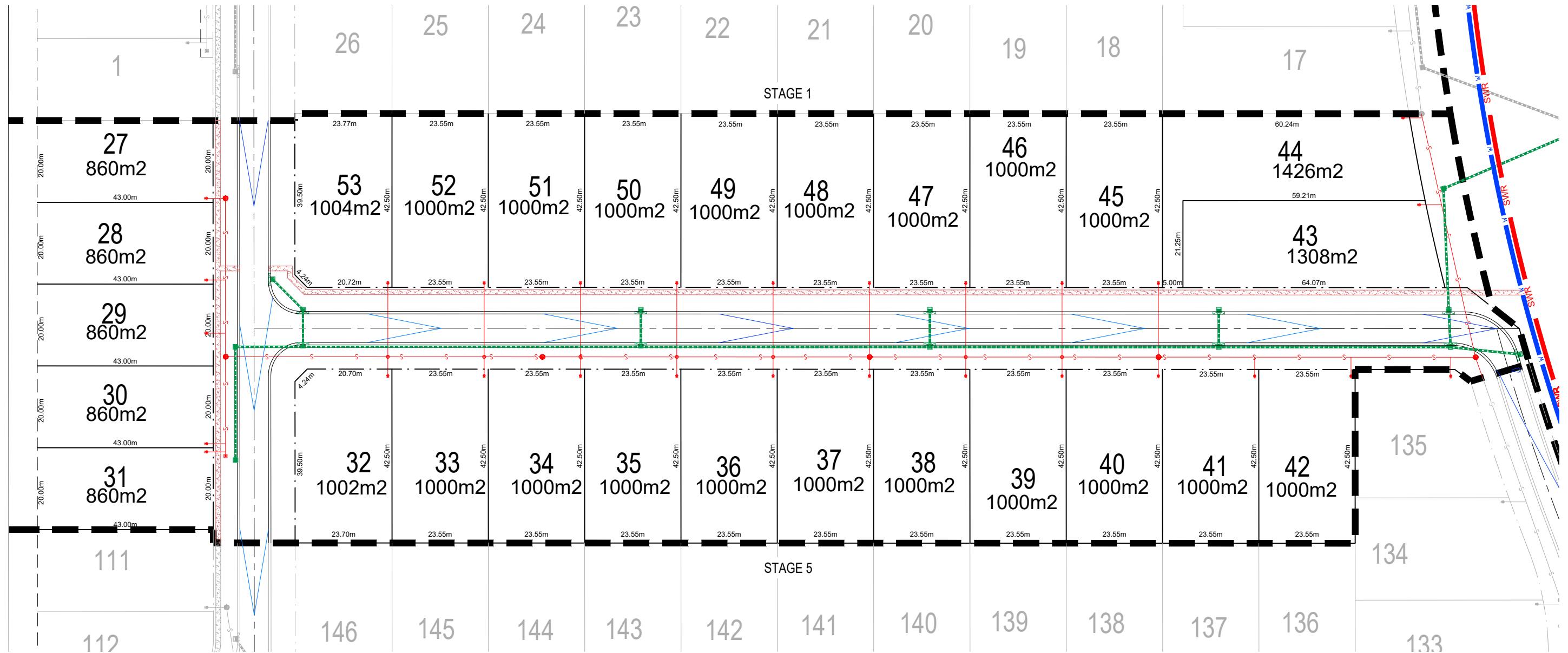
Design By: RJP	Checked By: SN	Plot Date: 11/03/2020
Drawn By: INT	Approved By: INT	Approved/Approved: DATE

DWG NO: 1133 G04.9

Sheet Number: 9 OF 22	REV: A
Sheet Size: A1	



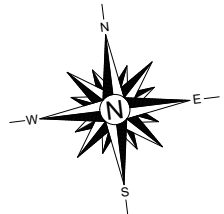
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MURRAY RIVER COUNCIL
Development Application Approval

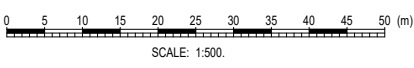
Application Number: 10.2019.284.2
Approval Date: 29 April 2021

Rod Croft
Authorised Officer
Sheet 12 of 23



LEGEND

- TEXT
- LOT NUMBER
- LOT AREA
- LOT AREA
- DRAINAGE**
- PROPOSED PIPE / PIT
- EXISTING PIPE / PIT
- PROPOSED PROPERTY INLET PIT
- WATER**
- RELOCATED RAW WATER
- SEWER**
- EXISTING SEWER RISNG MAIN
- PROPOSED RISNG MAIN
- PROPOSED PIPE / PIT
- EXISTING PIPE / PIT
- PROPOSED PROPERTY CONNECTION / INSPECTION OPENING
- ROADS**
- ALIGNMENT - ROAD CENTRELINE
- PROPOSED PAVEMENT (ROADS)
- PROPOSED PAVEMENT (FOOTPATH)



WARNING

BEWARE OF UNDERGROUND SERVICES
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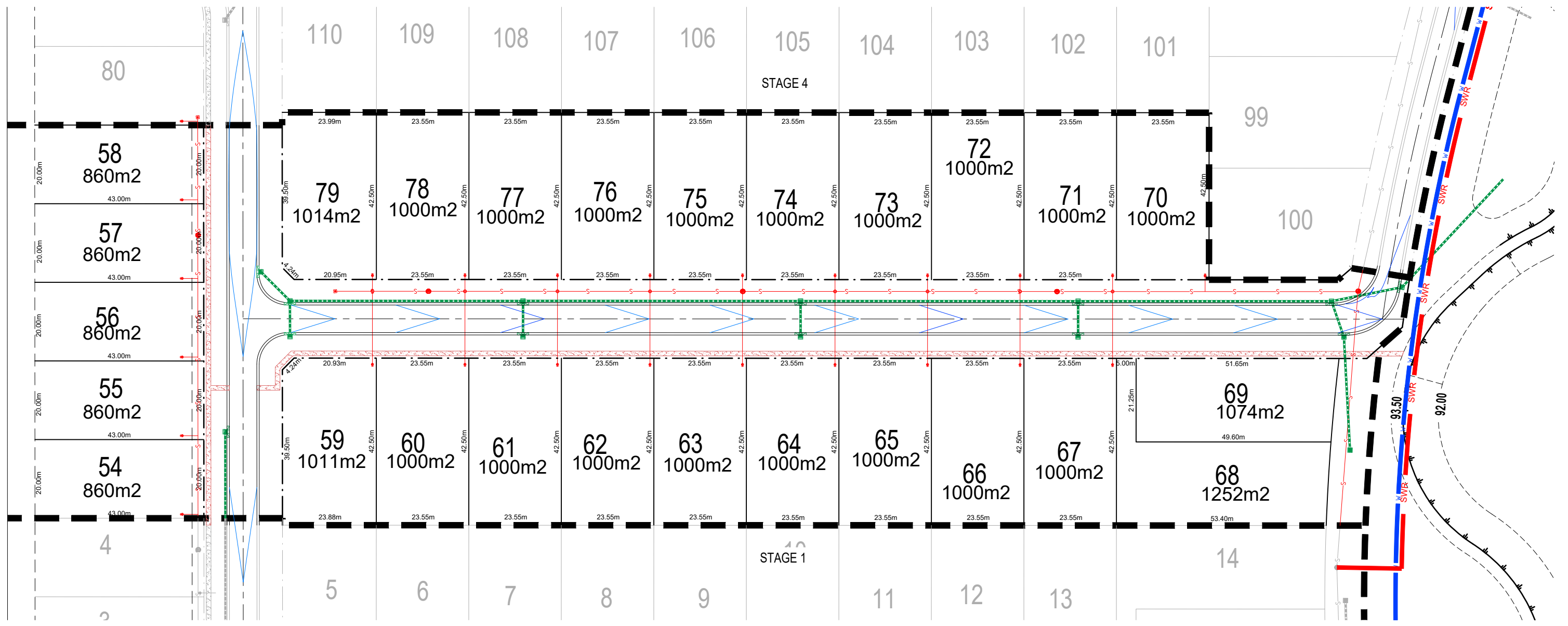
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RAY PERRY TWENTY FOUR LANE MOAMA DRAFT DEVELOPMENT PLAN STAGE 2 LOT DETAILS & SERVICES		Sheet Number: 10 OF 22 Sheet Size: A1 REV: A
Design By: RJP Drawn By: INT	Checked By: SN Approved By: INT	Plot Date: 11/03/2020 Approved/Approved: DATE

file name 1133 604 - Development Plan.dwg layout_name 604.10
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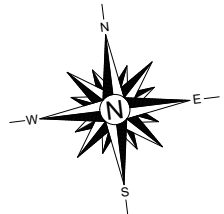




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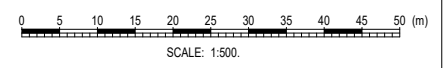
Application Number: 10.2019.284.2
Approval Date: 29 April 2021

Rod Croft
Authorised Officer
Sheet 13 of 23



LEGEND

- TEXT
- LOT NUMBER
- LOT AREA
- LOT AREA
- DRAINAGE**
- PROPOSED PIPE / PIT
- EXISTING PIPE / PIT
- PROPOSED PROPERTY INLET PIT
- WATER**
- RELOCATED RAW WATER
- SEWER**
- EXISTING SEWER RISING MAIN
- PROPOSED RISING MAIN
- PROPOSED PIPE / PIT
- EXISTING PIPE / PIT
- PROPOSED PROPERTY CONNECTION / INSPECTION OPENING
- ROADS**
- ALIGNMENT - ROAD CENTRELINE
- PROPOSED PAVEMENT (ROADS)
- PROPOSED PAVEMENT (FOOTPATH)



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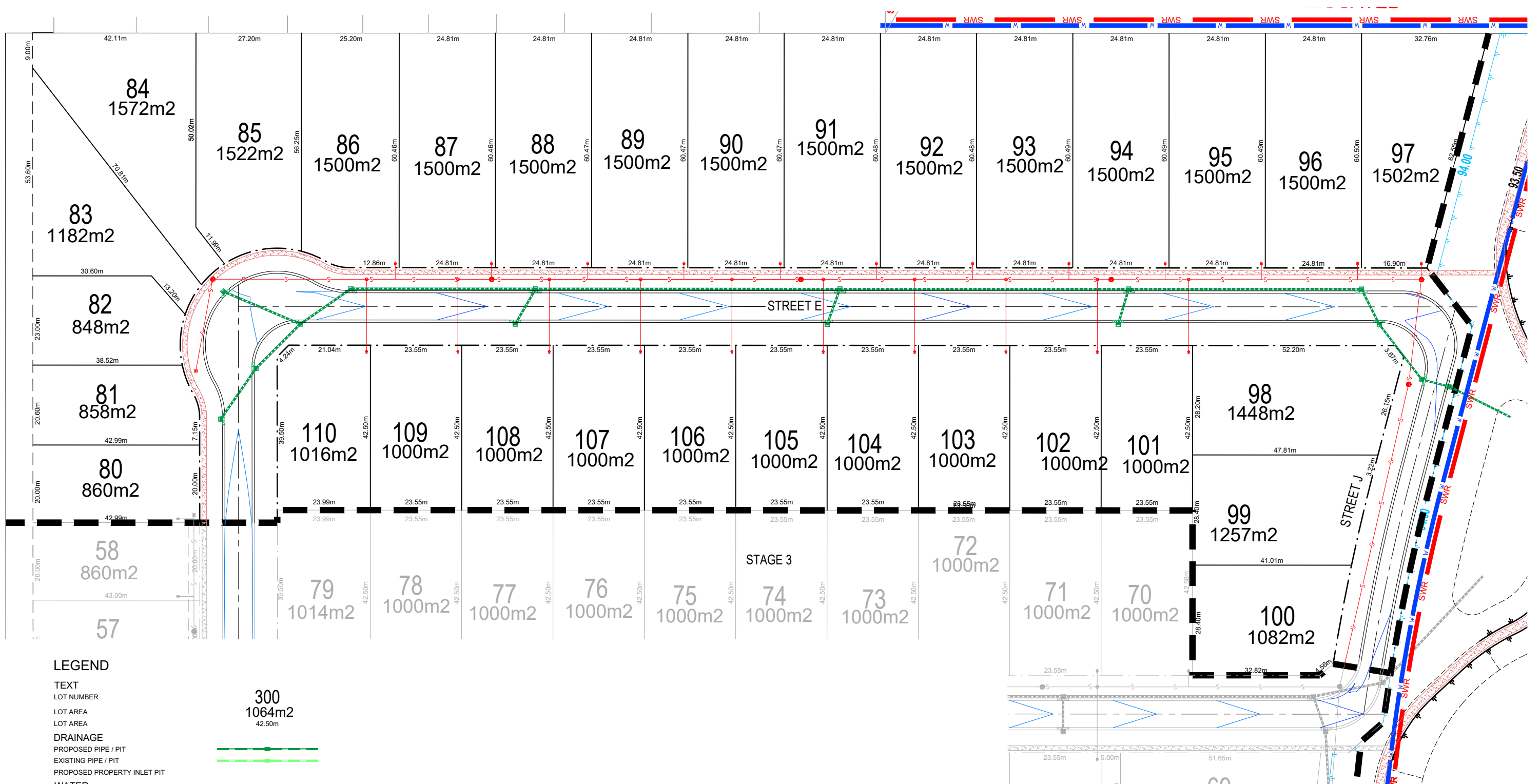
RAY PERRY
TWENTY FOUR LANE MOAMA
 DRAFT DEVELOPMENT PLAN
 STAGE 3
 LOT DETAILS & SERVICES

Design By: RJP	Checked By: SN	Plot Date: 11/03/2020	DWG NO: 1133 G04.11
Drawn By: INT	Approved By: INT	Approved/Approved: DATE	Sheet Number: 11 OF 22
			REV: A

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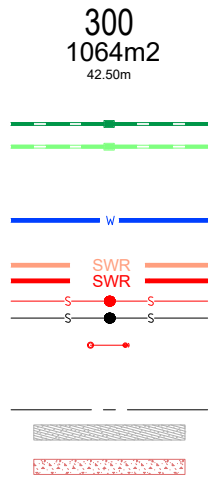


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LEGEND

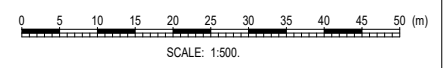
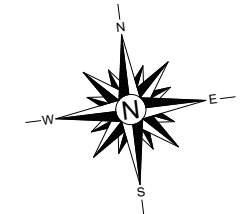
- TEXT
- LOT NUMBER
- LOT AREA
- LOT AREA
- DRAINAGE
- PROPOSED PIPE / PIT
- EXISTING PIPE / PIT
- PROPOSED PROPERTY INLET PIT
- WATER
- RELOCATED RAW WATER
- SEWER
- EXISTING SEWER RISNG MAIN
- PROPOSED RISNG MAIN
- PROPOSED PIPE / PIT
- EXISTING PIPE / PIT
- PROPOSED PROPERTY CONNECTION / INSPECTION OPENING
- ROADS
- ALIGNMENT - ROAD CENTRELINE
- PROPOSED PAVEMENT (ROADS)
- PROPOSED PAVEMENT (FOOTPATH)



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 Development Application Approval

Application Number: 10.2019.284.2
 Approval Date: 29 April 2021

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 Authorised Officer
 Sheet 14 of 23



WARNING

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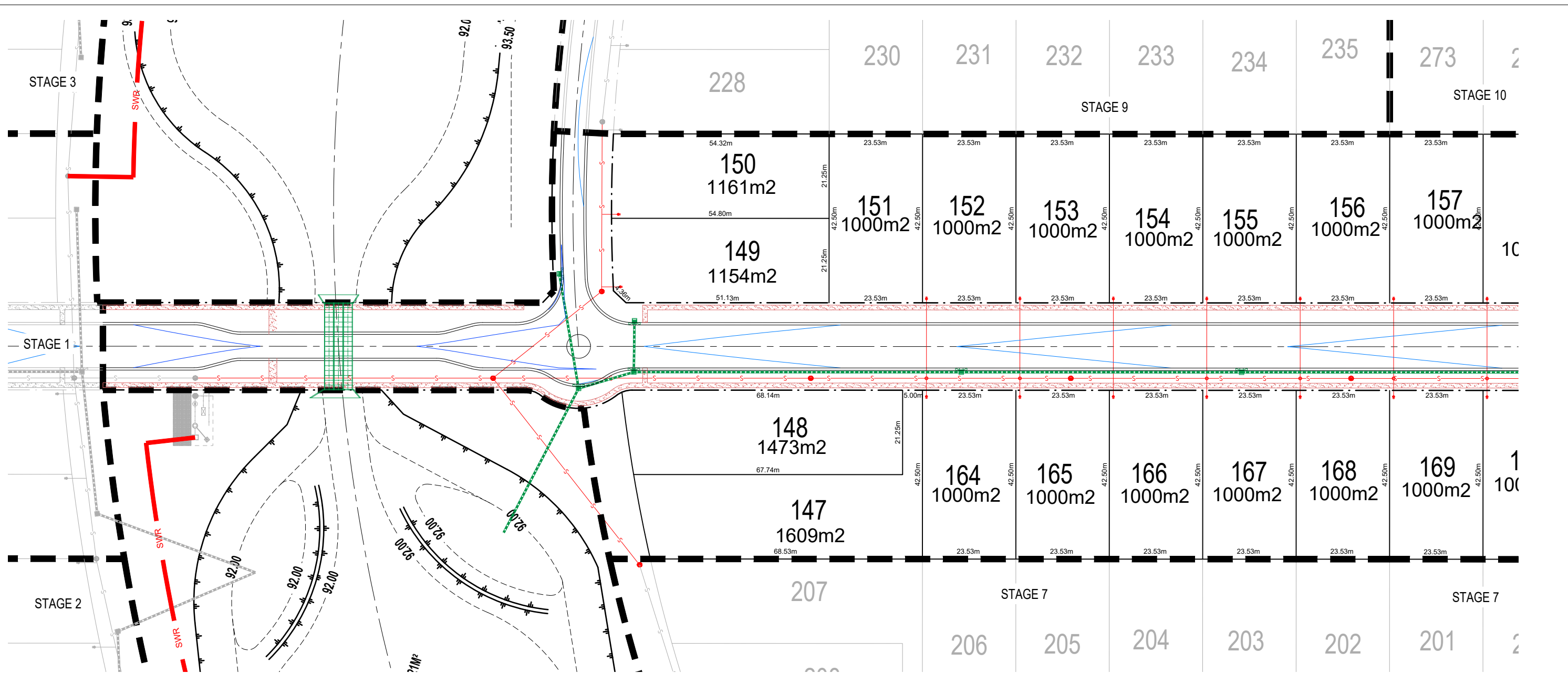
All authorities must be contacted prior to construction to determine the exact location of all underground services.

RAY PERRY
 TWENTY FOUR LANE MOAMA
 DRAFT DEVELOPMENT PLAN
 STAGE 4
 LOT DETAILS & SERVICES



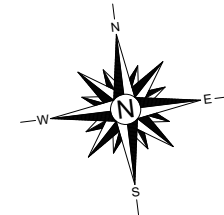
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Drawn By: INT	Approved By: INT	Approved/Approved: DATE

DWG NO: 1133 G04.12	Sheet Number: 12 OF 22	REV: A
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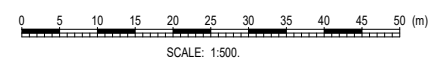
MURRAY RIVER COUNCIL
Development Application Approval
Application Number: 10.2019.284.2
Approval Date: 29 April 2021

Rod Croft
Authorised Officer
Sheet 16 of 23



LEGEND

TEXT	
LOT NUMBER	
LOT AREA	
LOT AREA	
DRAINAGE	
PROPOSED PIPE / PIT	
EXISTING PIPE / PIT	
PROPOSED PROPERTY INLET PIT	
WATER	
RELOCATED RAW WATER	
SEWER	
EXISTING SEWER RISING MAIN	
PROPOSED RISING MAIN	
PROPOSED PIPE / PIT	
EXISTING PIPE / PIT	
PROPOSED PROPERTY CONNECTION / INSPECTION OPENING	
ROADS	
ALIGNMENT - ROAD CENTRELINE	
PROPOSED PAVEMENT (ROADS)	
PROPOSED PAVEMENT (FOOTPATH)	



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RAY PERRY
TWENTY FOUR LANE MOAMA
 DRAFT DEVELOPMENT PLAN
 STAGE 6 - SHEET 1
 LOT DETAILS & SERVICES

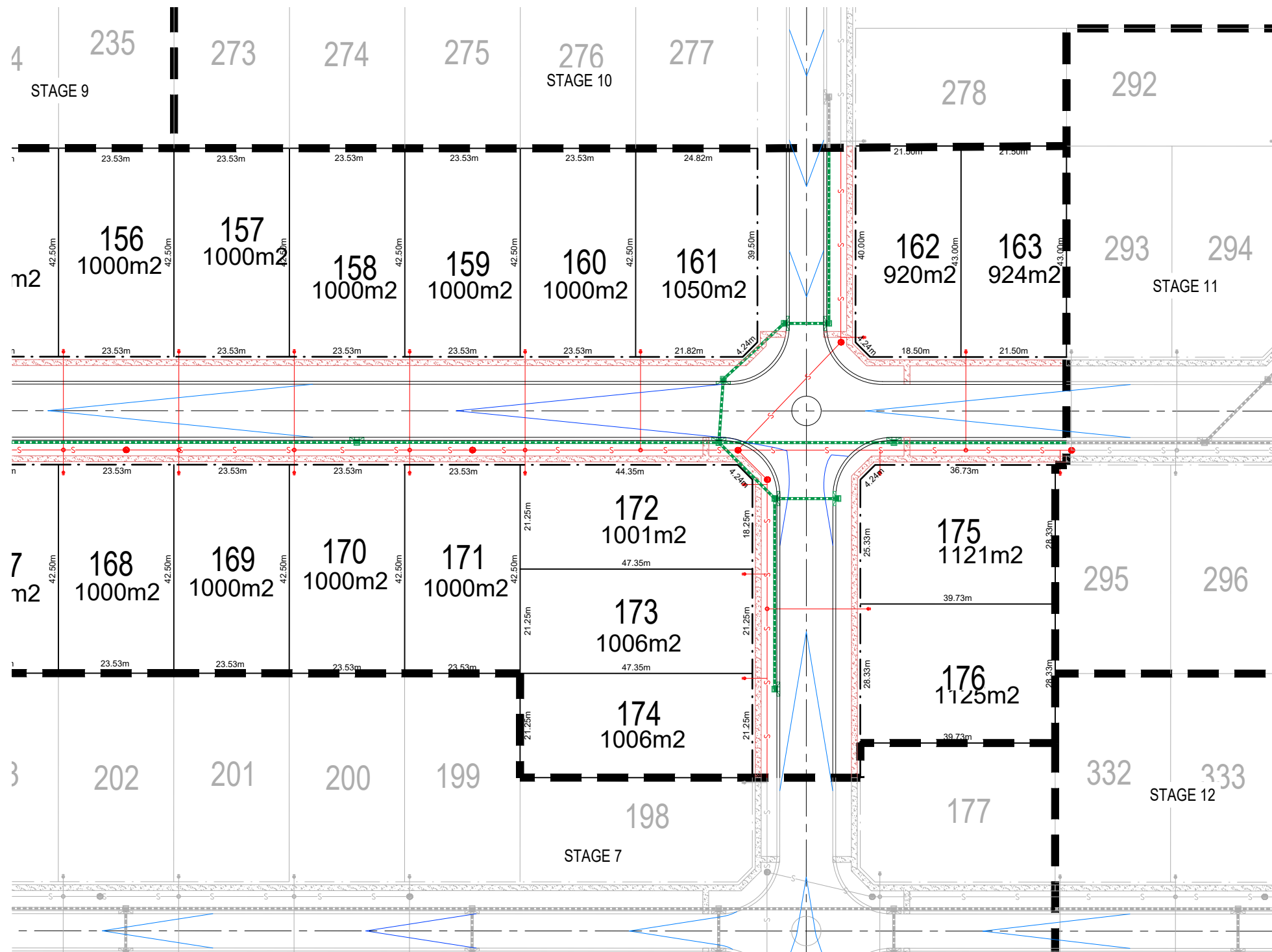
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			REV: A



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Development Application Approval

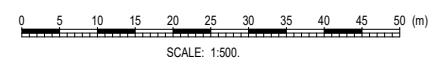
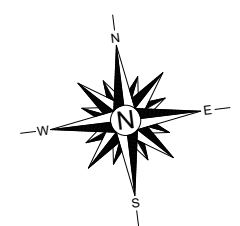
Application Number: 10.2019.284.2
Approval Date: 29 April 2021

Rod Croft
Authorised Officer
Sheet 17 of 23



LEGEND

- TEXT
- LOT NUMBER
- LOT AREA
- LOT AREA
- DRAINAGE
- PROPOSED PIPE / PIT
- EXISTING PIPE / PIT
- PROPOSED PROPERTY INLET PIT
- WATER
- RELOCATED RAW WATER
- SEWER
- EXISTING SEWER RISING MAIN
- PROPOSED RISING MAIN
- PROPOSED PIPE / PIT
- EXISTING PIPE / PIT
- PROPOSED PROPERTY CONNECTION / INSPECTION OPENING
- ROADS
- ALIGNMENT - ROAD CENTRELINE
- PROPOSED PAVEMENT (ROADS)
- PROPOSED PAVEMENT (FOOTPATH)



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RAY PERRY
TWENTY FOUR LANE MOAMA
 DRAFT DEVELOPMENT PLAN
 STAGE 6 - SHEET 2
 LOT DETAILS & SERVICES

Design By: RJP	Checked By: SN	Plot Date: 11/03/2020
Drawn By: INT	Approved By: INT	Approved/Approved: DATE

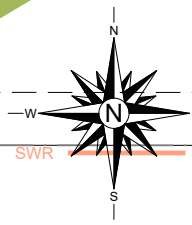
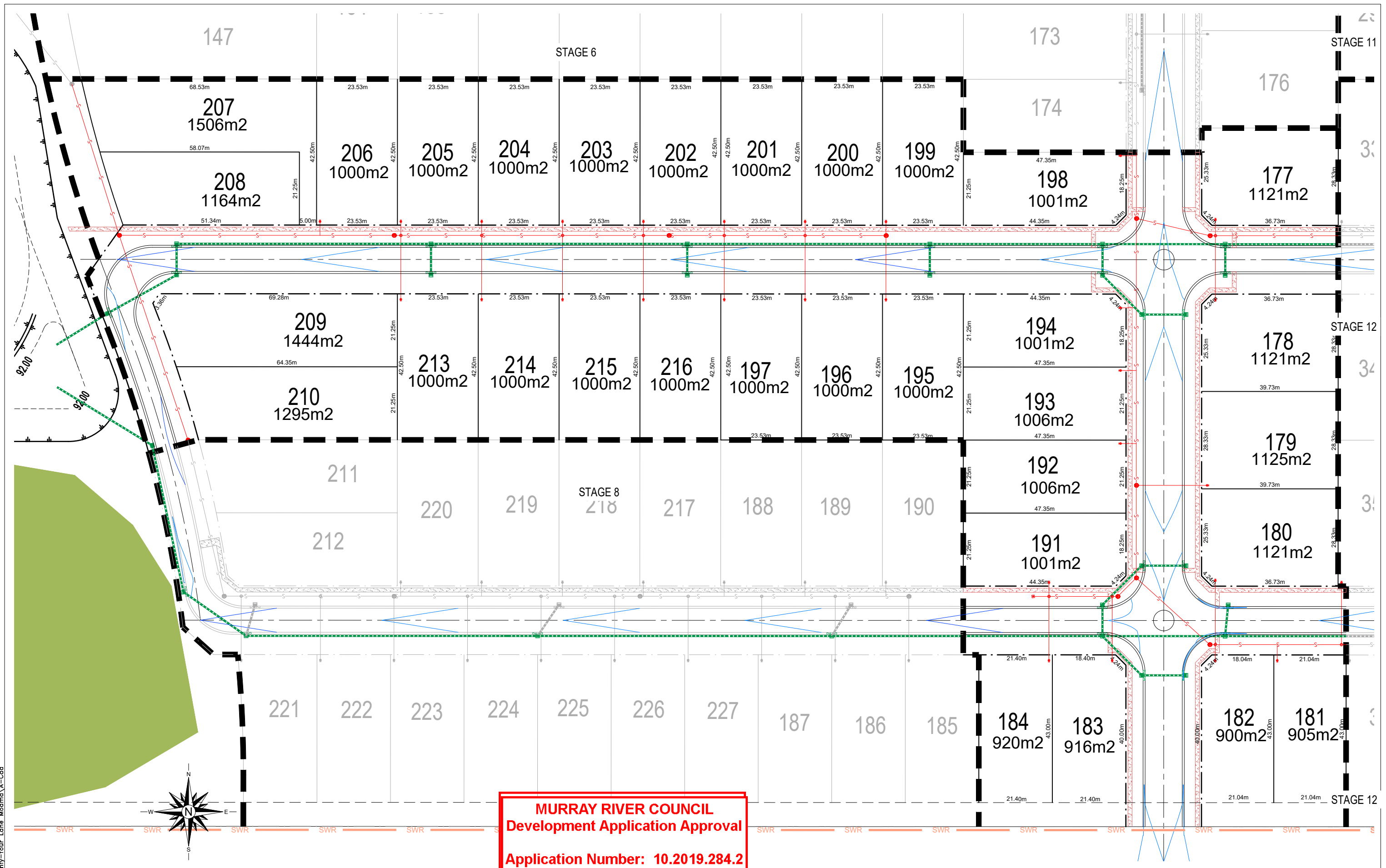
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Sheet Number: 15 OF 22	REV: A
Sheet Size: A1	

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file name 1133 G04 - Development Plan.dwg layout name G04.16
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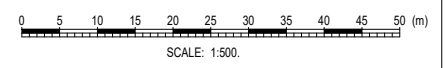


MURRAY RIVER COUNCIL
Development Application Approval

Application Number: 10.2019.284.2
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Sheet 18 of 23

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ISSUED FOR DEVELOPMENT APPLICATION	RJP	10/03/19
DEVELOPMENT OUTCOMES Pty Ltd, PO Box 640, Wodonga, Vic. 3689, ABN 32 164 621 005 Ph 0478 022 556, stuart@developmentoutcomes.com.au, www.developmentoutcomes.com.au		

Design By: RJP	Checked By: SN	Plot Date: 11/03/2020
Drawn By: INT	Approved By: INT	Approved/Approved: DATE

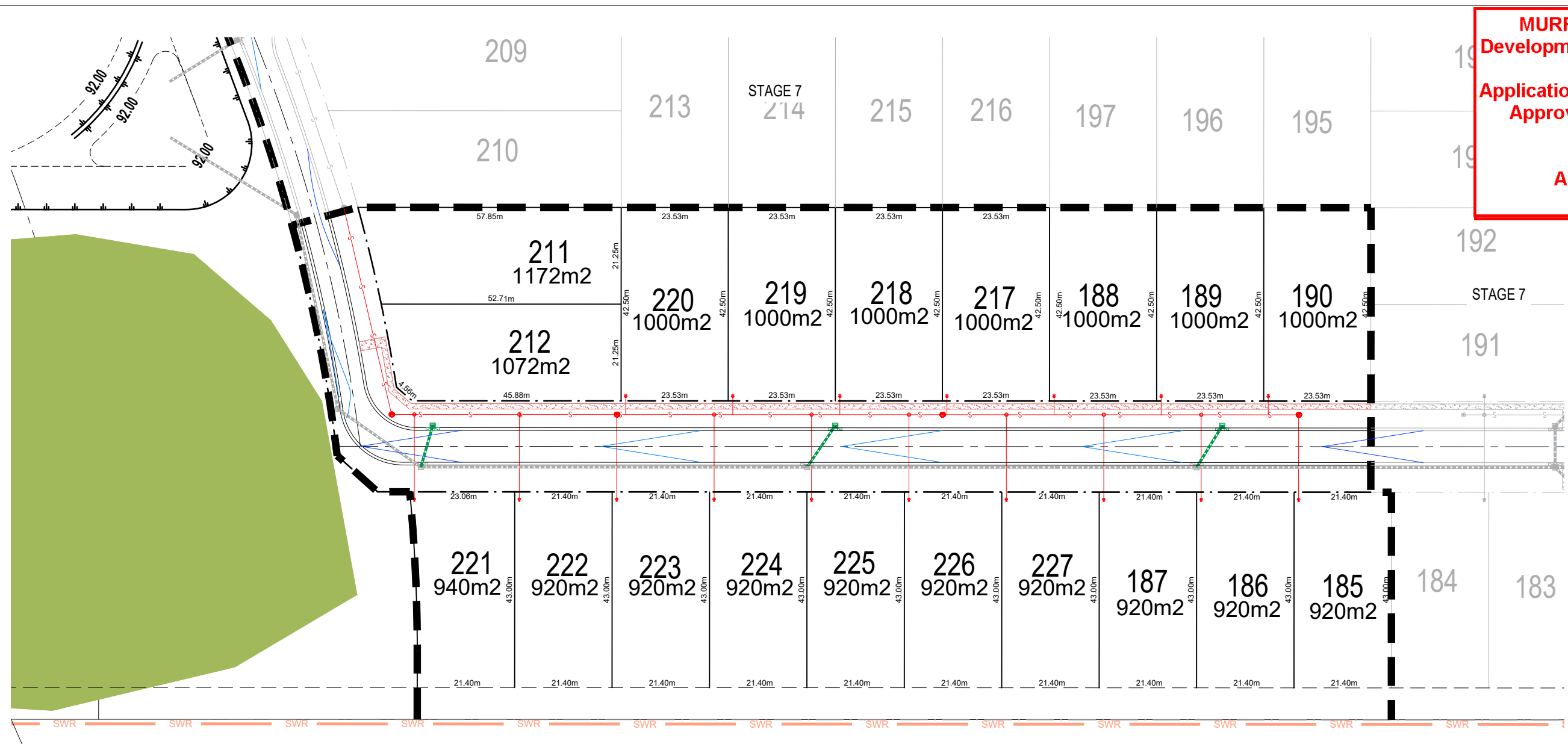
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RAY PERRY
TWENTY FOUR LANE MOAMA
DRAFT DEVELOPMENT PLAN
STAGE 7
LOT DETAILS & SERVICES



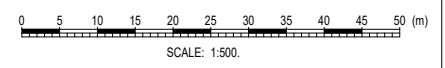
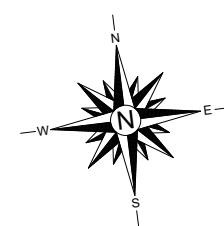
MURRAY RIVER COUNCIL
Development Application Approval
Application Number: 10.2019.284.2
Approval Date: 29 April 2021

Rod Croft
Authorised Officer
Sheet 19 of 23



LEGEND

- TEXT
- LOT NUMBER
- LOT AREA
- LOT AREA
- DRAINAGE
- PROPOSED PIPE / PIT
- EXISTING PIPE / PIT
- PROPOSED PROPERTY INLET PIT
- WATER
- RELOCATED RAW WATER
- SEWER
- EXISTING SEWER RISING MAIN
- PROPOSED RISING MAIN
- PROPOSED PIPE / PIT
- EXISTING PIPE / PIT
- PROPOSED PROPERTY CONNECTION / INSPECTION OPENING
- ROADS
- ALIGNMENT - ROAD CENTRELINE
- PROPOSED PAVEMENT (ROADS)
- PROPOSED PAVEMENT (FOOTPATH)



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Design By: RJP	Checked By: SN	Plot Date: 11/03/2020	DWG NO: 1133 G04.17	Sheet Number: 17 OF 22	REV: A
Drawn By: INT	Approved By: INT	Approved/Approved: DATE		Sheet Size: A1	

RAY PERRY
TWENTY FOUR LANE MOAMA
DRAFT DEVELOPMENT PLAN
STAGE 8
LOT DETAILS & SERVICES

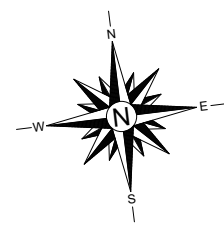
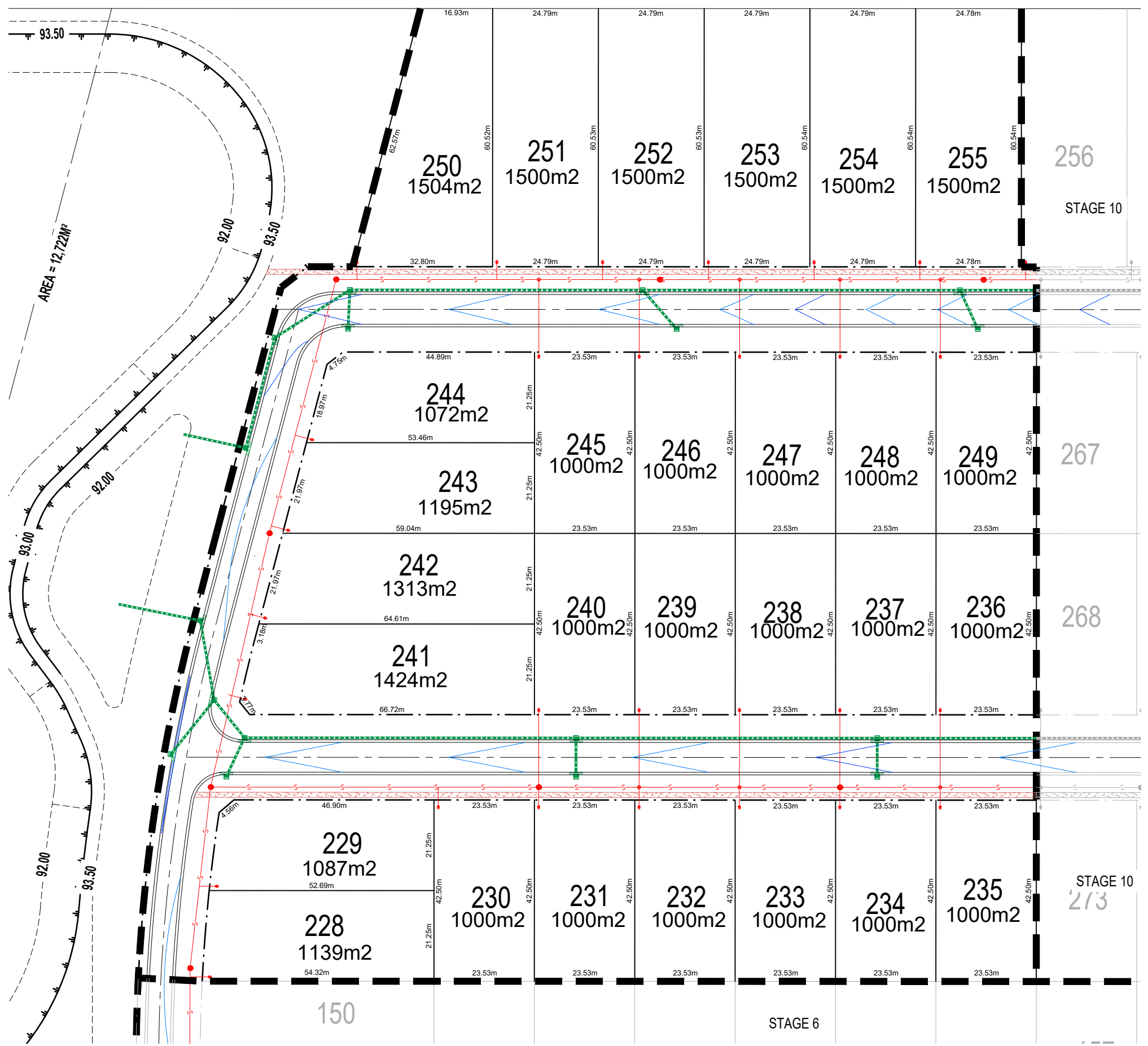


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MURRAY RIVER COUNCIL
Development Application Approval

Application Number: 10.2019.284.2
Approval Date: 29 April 2021

Rod Croft
Authorised Officer
Sheet 20 of 23

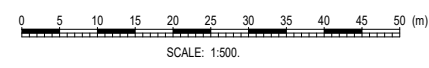


LEGEND

- TEXT
- LOT NUMBER
- LOT AREA
- LOT AREA
- DRAINAGE**
- PROPOSED PIPE / PIT
- EXISTING PIPE / PIT
- PROPOSED PROPERTY INLET PIT
- WATER**
- RELOCATED RAW WATER
- SEWER**
- EXISTING SEWER RISING MAIN
- PROPOSED RISING MAIN
- PROPOSED PIPE / PIT
- EXISTING PIPE / PIT
- PROPOSED PROPERTY CONNECTION / INSPECTION OPENING
- ROADS**
- ALIGNMENT - ROAD CENTRELINE
- PROPOSED PAVEMENT (ROADS)
- PROPOSED PAVEMENT (FOOTPATH)

300
1064m²
42.50m

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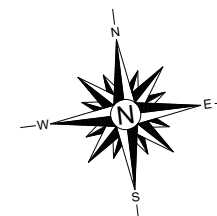
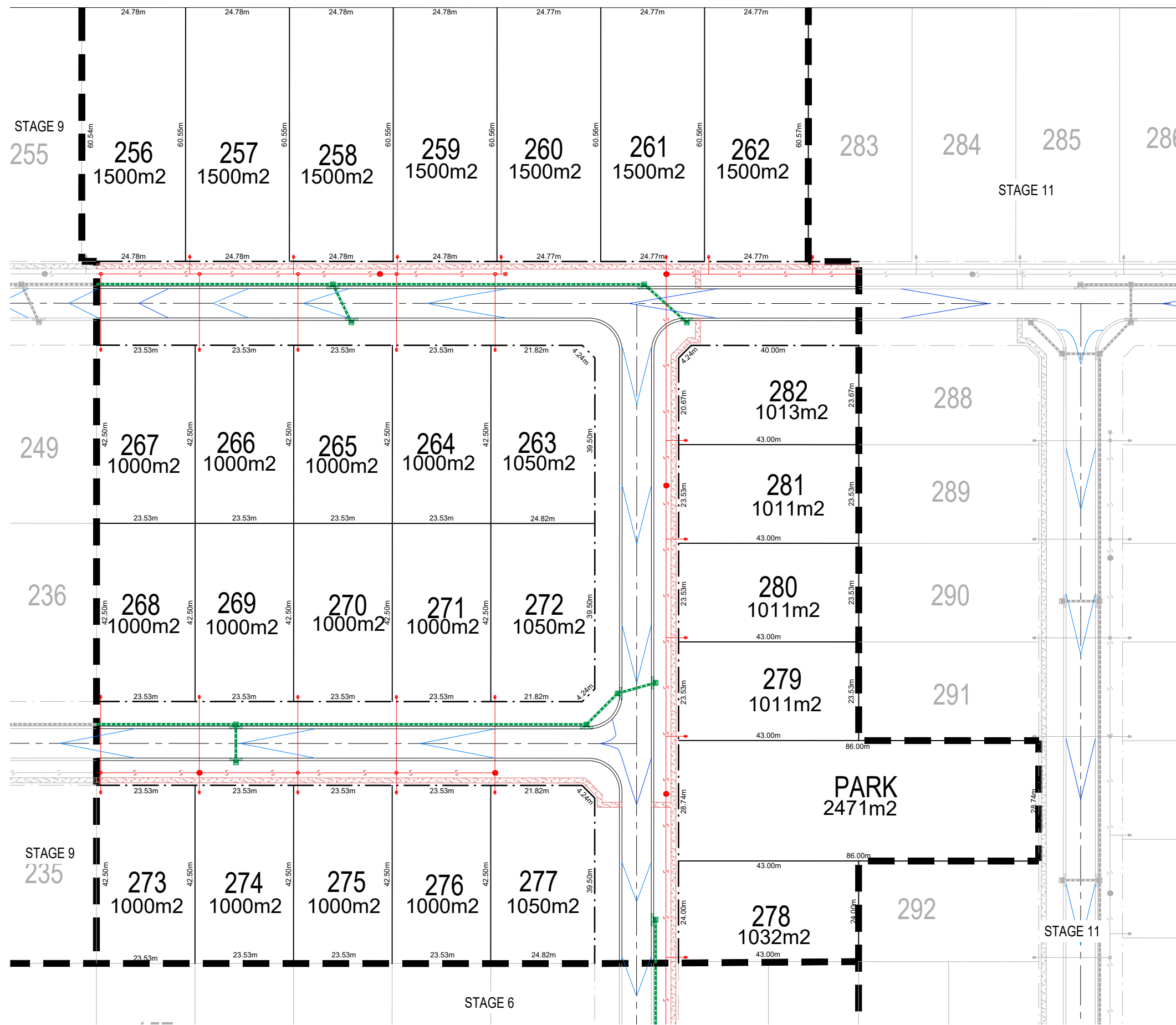
RAY PERRY
TWENTY FOUR LANE MOAMA
 DRAFT DEVELOPMENT PLAN
 STAGE 9
 LOT DETAILS & SERVICES

Design By: RJP Checked By: SN Plot Date: 11/03/2020
 Drawn By: INT Approved By: INT Approved/Approved: DATE

DWG NO: 1133 G04.18 Sheet Number: 18 OF 22 REV: A

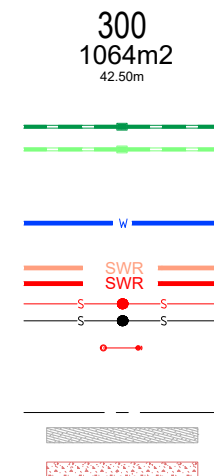


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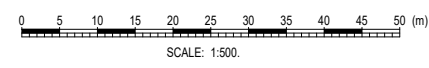
LEGEND

- TEXT
- LOT NUMBER
- LOT AREA
- LOT AREA
- DRAINAGE
- PROPOSED PIPE / PIT
- EXISTING PIPE / PIT
- PROPOSED PROPERTY INLET PIT
- WATER
- RELOCATED RAW WATER
- SEWER
- EXISTING SEWER RISING MAIN
- PROPOSED RISING MAIN
- PROPOSED PIPE / PIT
- EXISTING PIPE / PIT
- PROPOSED PROPERTY CONNECTION / INSPECTION OPENING
- ROADS
- ALIGNMENT - ROAD CENTRELINE
- PROPOSED PAVEMENT (ROADS)
- PROPOSED PAVEMENT (FOOTPATH)



Design By:	RJP	Checked By:	SN	Plot Date:	11/03/2020
Drawn By:	INT	Approved By:	INT	Approved/Approved:	DATE
A ISSUED FOR DEVELOPMENT APPLICATION					
DEVELOPMENT OUTCOMES Pty Ltd, PO Box 640, Wodonga, Vic. 3689, ABN 32 164 621 005					
Ph 0478 022 556, stuart@developmentoutcomes.com.au, www.developmentoutcomes.com.au					

WARNING
BEWARE OF UNDERGROUND SERVICES
DIAL BEFORE YOU DIG
The location of underground services, where shown, are approximate only.
All authorities must be contacted prior to construction to determine the exact location of all underground services.

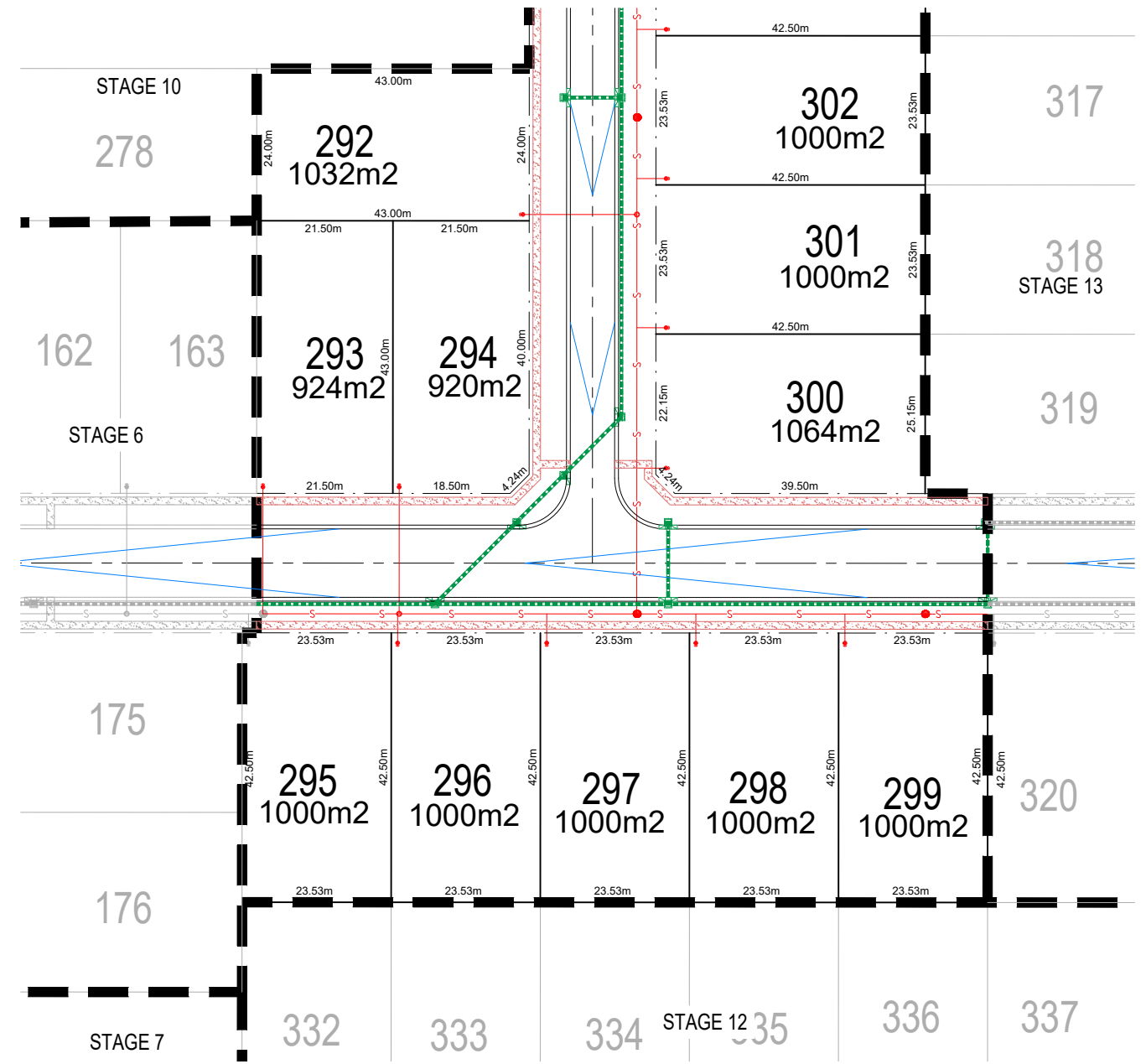
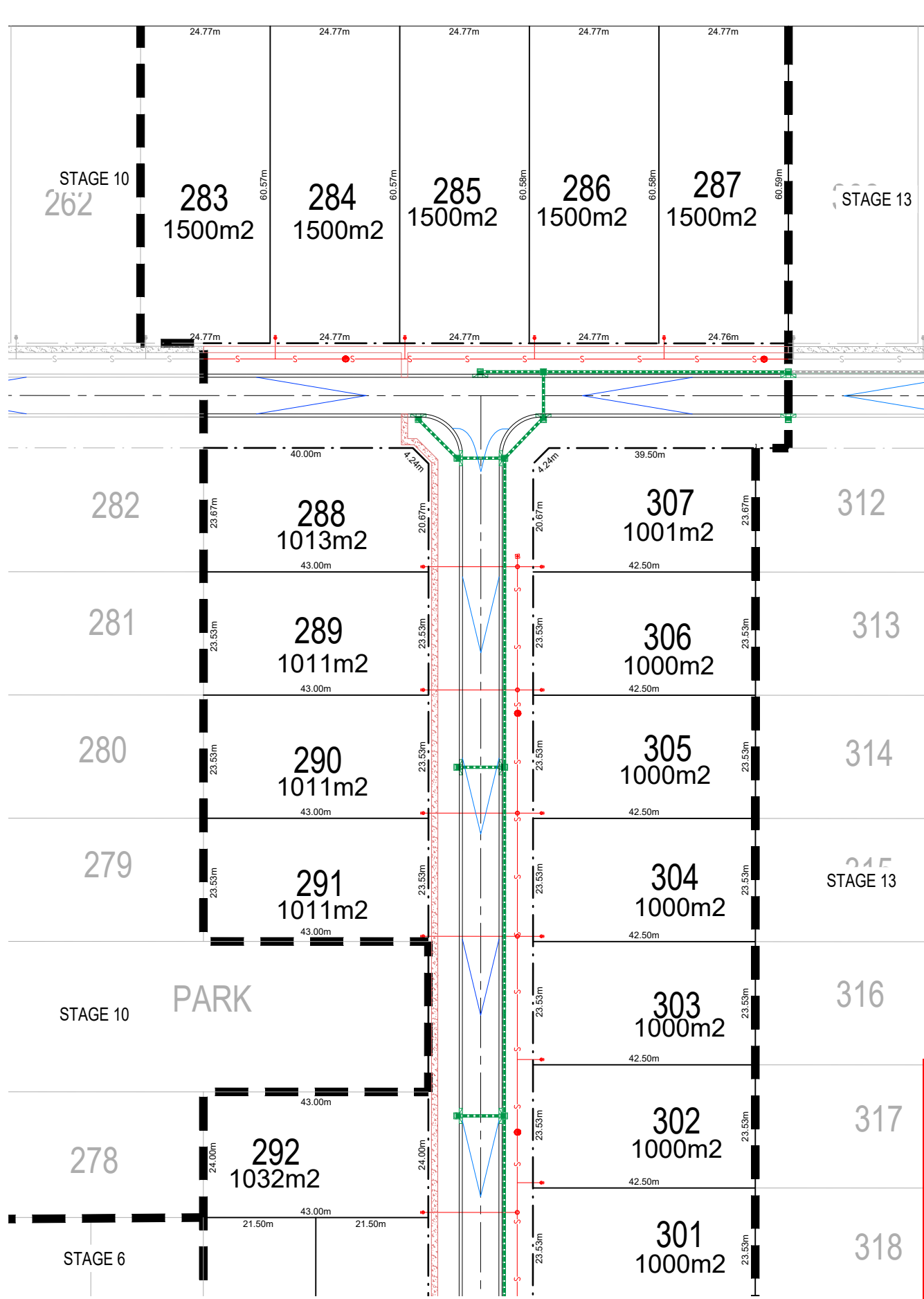


RAY PERRY
TWENTY FOUR LANE MOAMA
DRAFT DEVELOPMENT PLAN
STAGE 10
LOT DETAILS & SERVICES

DWG NO: 1133 G04.19	Sheet Number: 19 OF 22	REV: A
	Sheet Size: A1	



file name 1133 G04 - Development Plan.dwg layout name G04.19
file location Z:\1133 Twenty-four Lane Moama\A-Cad

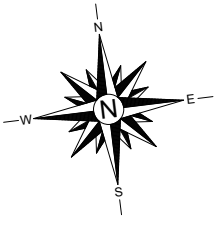


MURRAY RIVER COUNCIL
Development Application Approval
Application Number: 10.2019.284.2
Approval Date: 29 April 2021

Rod Croft
Authorised Officer
Sheet 22 of 23

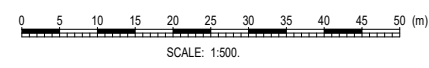
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TEXT	
LOT NUMBER	
LOT AREA	
LOT AREA	
DRAINAGE	
PROPOSED PIPE / PIT	
EXISTING PIPE / PIT	
PROPOSED PROPERTY INLET PIT	
WATER	
RELOCATED RAW WATER	
SEWER	
EXISTING SEWER RISING MAIN	
PROPOSED RISING MAIN	
PROPOSED PIPE / PIT	
EXISTING PIPE / PIT	
PROPOSED PROPERTY CONNECTION / INSPECTION OPENING	
ROADS	
ALIGNMENT - ROAD CENTRELINE	
PROPOSED PAVEMENT (ROADS)	
PROPOSED PAVEMENT (FOOTPATH)	



WARNING

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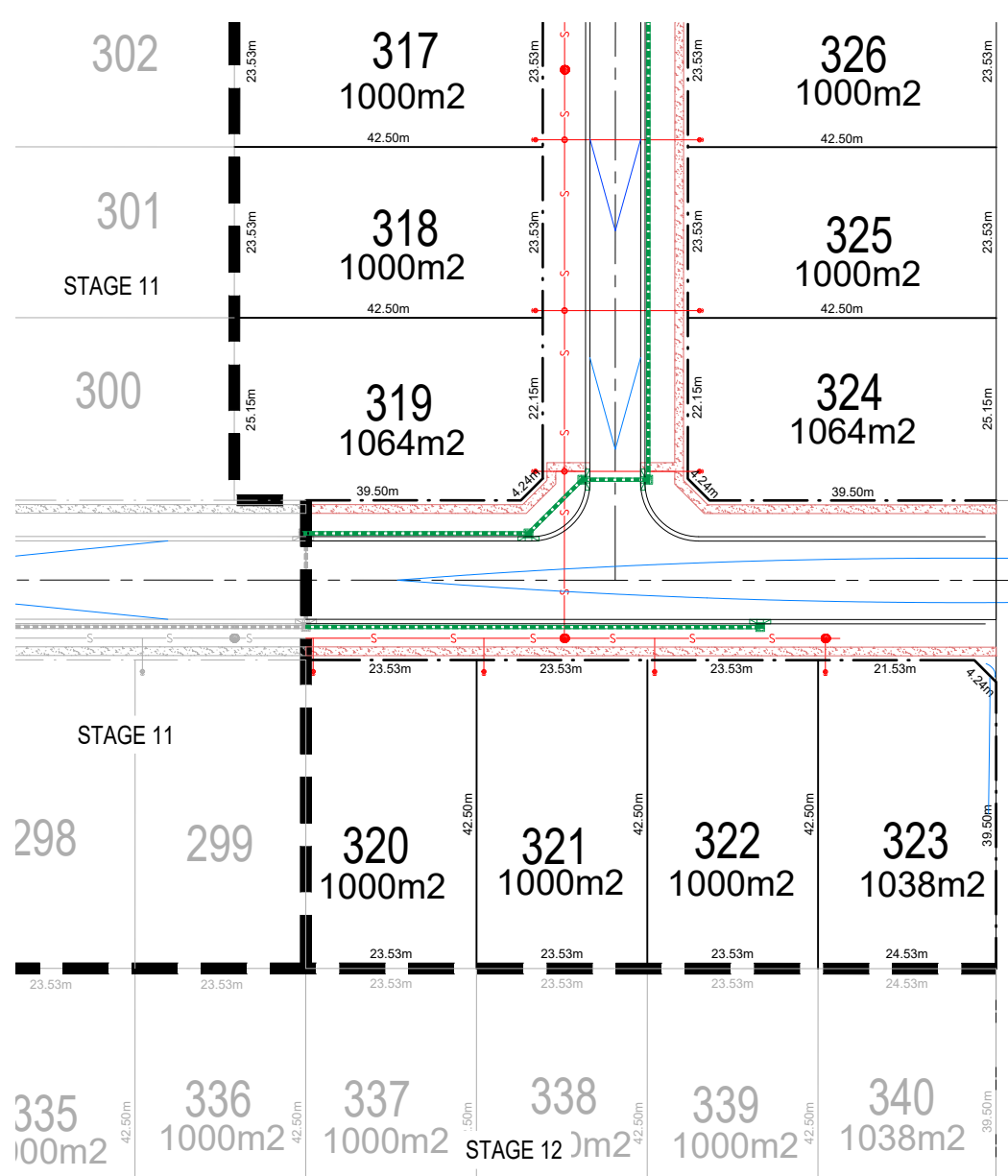
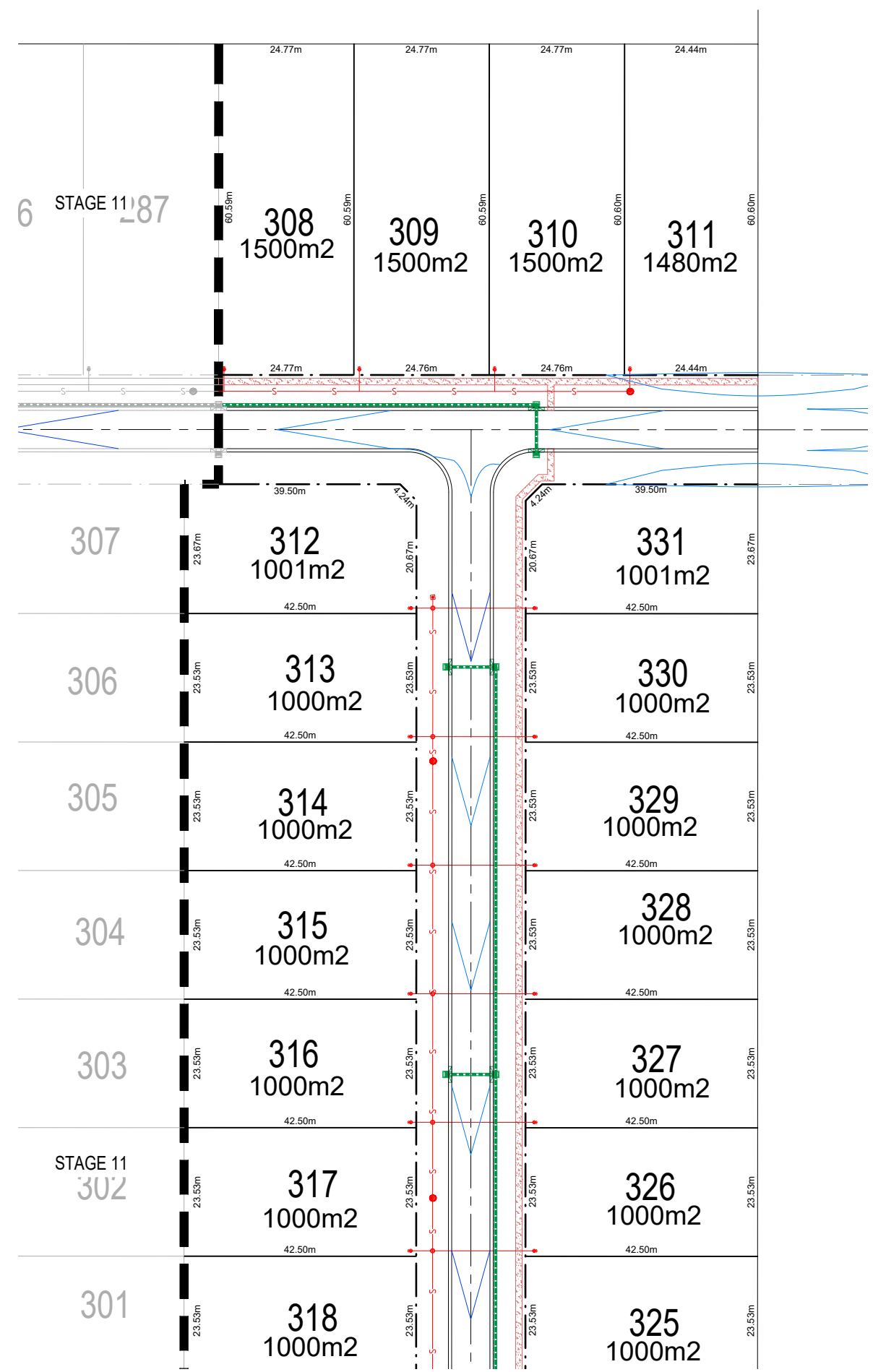
RAY PERRY TWENTY FOUR LANE MOAMA DRAFT DEVELOPMENT PLAN STAGE 11 LOT DETAILS & SERVICES			
Design By: RJP	Checked By: SN	Plot Date: 11/03/2020	DWG NO: 1133 G04.20
Drawn By: INT	Approved By: INT	Approved/Approved: DATE	Sheet Number: 20 OF 22
			Sheet Size: A1
			REV: A

file name 1133 G04 - Development Plan.dwg layout name G04.20
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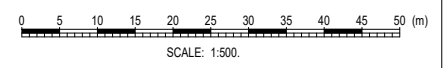
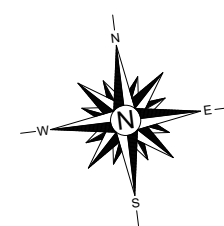
MURRAY RIVER COUNCIL
Development Application Approval
Application Number: 10.2019.284.2
Approval Date: 29 April 2021

Rod Croft
Authorised Officer
Sheet 23 of 23



LEGEND

- TEXT
- LOT NUMBER
- LOT AREA
- LOT AREA
- DRAINAGE
- PROPOSED PIPE / PIT
- EXISTING PIPE / PIT
- PROPOSED PROPERTY INLET PIT
- WATER
- RELOCATED RAW WATER
- SEWER
- EXISTING SEWER RISING MAIN
- PROPOSED RISING MAIN
- PROPOSED PIPE / PIT
- EXISTING PIPE / PIT
- PROPOSED PROPERTY CONNECTION / INSPECTION OPENING
- ROADS
- ALIGNMENT - ROAD CENTRELINE
- PROPOSED PAVEMENT (ROADS)
- PROPOSED PAVEMENT (FOOTPATH)



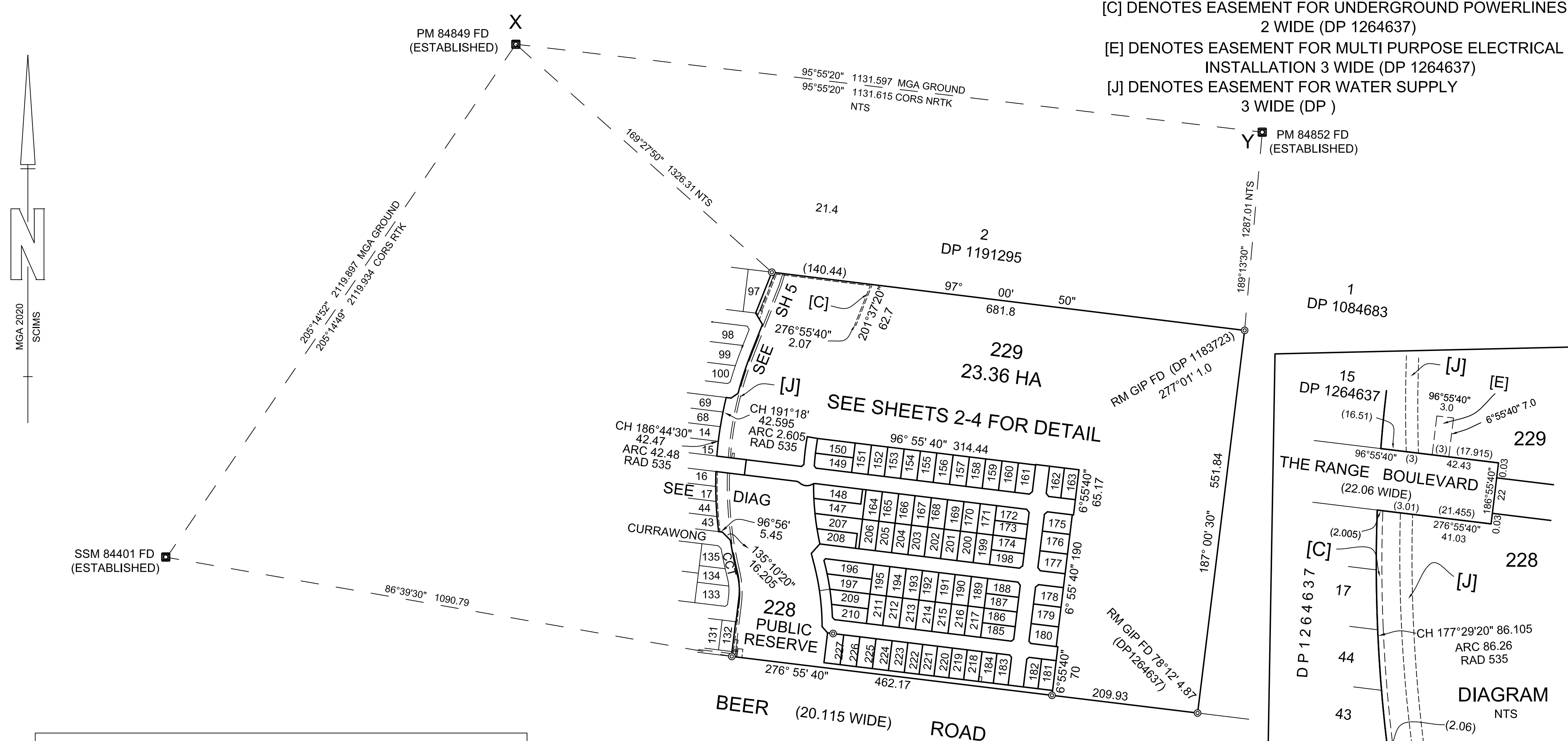
WARNING
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Design By: RJP	Checked By: SN	Plot Date: 11/03/2020	DWG NO: 1133 G04.22	Sheet Number: 22 OF 22	REV: A
Drawn By: INT	Approved By: INT	Approved/Approved: DATE		Sheet Size: A1	

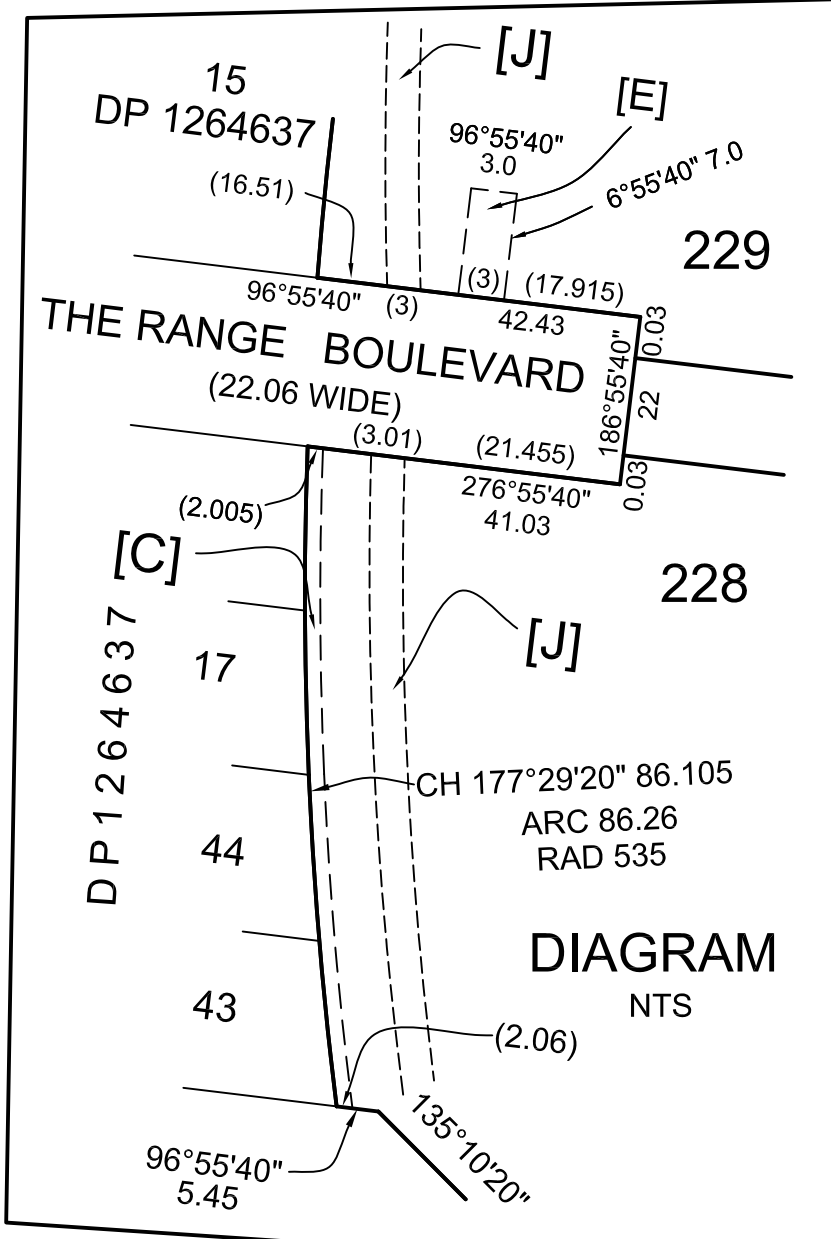
RAY PERRY
TWENTY FOUR LANE MOAMA
DRAFT DEVELOPMENT PLAN
STAGE 13
LOT DETAILS & SERVICES



file name 1133 G04 - Development Plan.dwg layout name G04.22
 file location Z:\1133 Twenty-four Lane Moama\A-Cad



[C] DENOTES EASEMENT FOR UNDERGROUND POWERLINES
2 WIDE (DP 1264637)
[E] DENOTES EASEMENT FOR MULTI PURPOSE ELECTRICAL
INSTALLATION 3 WIDE (DP 1264637)
[J] DENOTES EASEMENT FOR WATER SUPPLY
3 WIDE (DP)

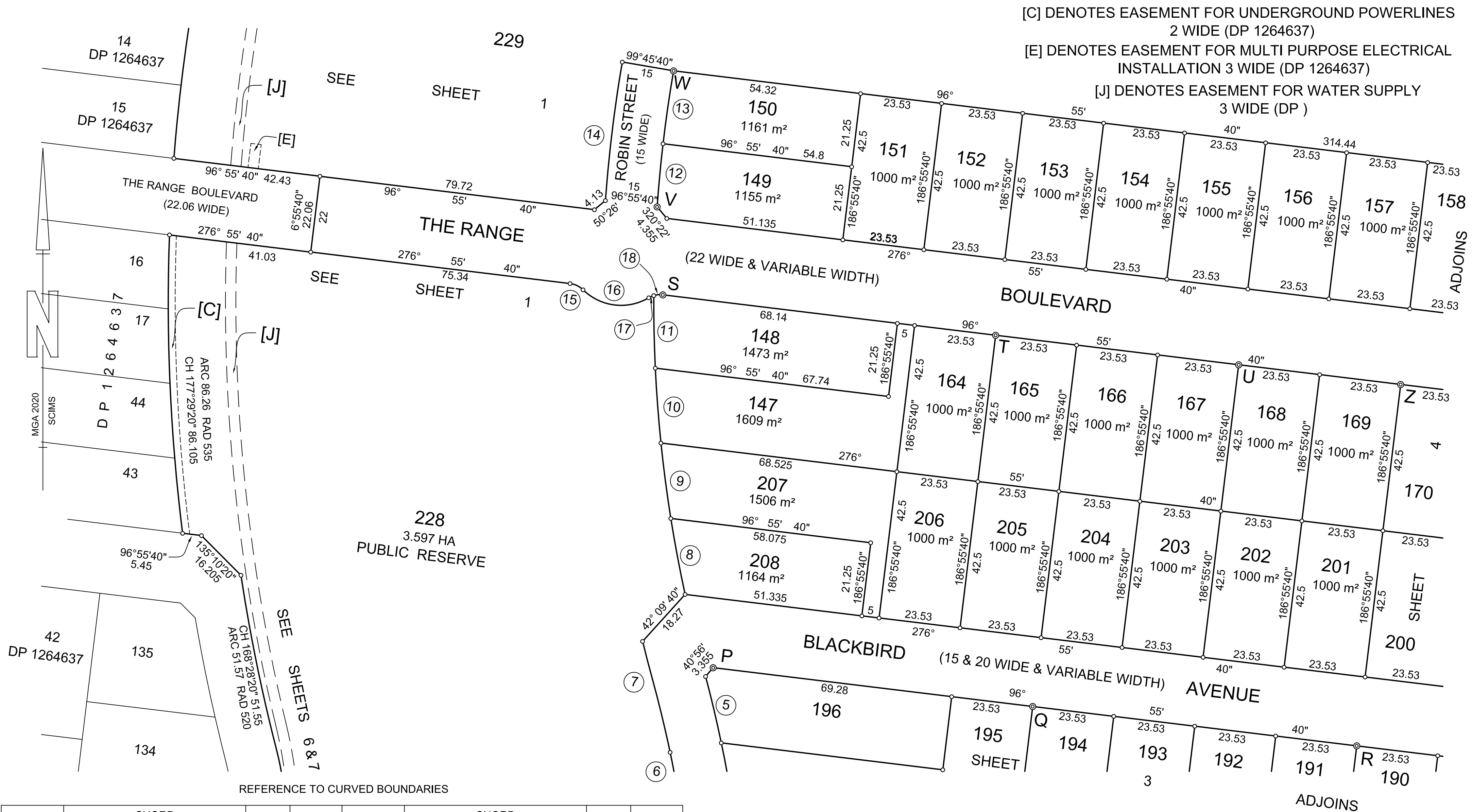


COORDINATE SCHEDULE						
MARK	MGA COORDINATES		CLASS	PU	METHOD	STATE
	EASTING	NORTHING				
SSM 84401	294 466.938	6 004 341.791	B	0.02	FROM SCIMS	FOUND
PM 84849	295 371.228	6 006 259.379	B	0.02	FROM SCIMS	FOUND
PM 84852	296 496.894	6 006 142.611	B	0.02	FROM SCIMS	FOUND
					//	
DATE OF SCIMS COORDINATES: 10 - 3 - 2021 MGA ZONE:55 MGA DATUM: GDA2020 COMBINED SCALE FACTOR: 1.000100						

HEIGHT DIFFERENCE SCHEDULE			
FROM	TO	HEIGHT DIFFERENCE	METHOD
PM 27103	PM 200121	-0.121	DIFFERENTIAL LEVELLING
PM 200121	SSM 190887	+0.310	DIFFERENTIAL LEVELLING
SSM 190887	PM 83536	+0.028	DIFFERENTIAL LEVELLING
PM 83536	PM 27103	-0.220	DIFFERENTIAL LEVELLING
HEIGHT DATUM: AHD71			

HEIGHT SCHEDULE					
MARK	AHD VALUE	CLASS	ORDER	HEIGHT DATUM VALIDATION	STATE
PM 27103	94.421	LC	L3	SCIMS ADOPTED	FOUND
PM 83536	94.625	B	2	SCIMS-DATUM VALIDATION	FOUND
PM 200121	94.300	LD	N/A		PLACED
SSM 190887	94.610	LD	N/A		PLACED
DATE OF SCIMS AHD VALUE: 04-03-2019 HEIGHT DATUM: AHD71					

SURVEYOR Name: IAN PENGELLY Date: Reference: M7682	PLAN OF SUBDIVISION OF LOT 147 IN DP	L.G.A.: MURRAY RIVER Locality: MOAMA Reduction Ratio: 1: 4000 Lengths are in metres	Registered	DP
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[C] DENOTES EASEMENT FOR UNDERGROUND POWERLINES
2 WIDE (DP 1264637)
[E] DENOTES EASEMENT FOR MULTI PURPOSE ELECTRICAL
INSTALLATION 3 WIDE (DP 1264637)
[J] DENOTES EASEMENT FOR WATER SUPPLY
3 WIDE (DP)

REFERENCE TO CURVED BOUNDARIES

LINE	CHORD		ARC	RAD	LINE	CHORD		ARC	RAD
	BEARING	DIST				BEARING	DIST		
5	346° 40' 50"	19.685	19.685	370	16	96° 55' 40"	19.09	20.545	15.6
6	348° 09'	43.32	42.345	355	17	66° 16' 20"	1.575	1.58	6.4
7	345° 26' 30"	11.305	11.305	410	18	85° 08' 10"	2.615	2.635	6.4
8	349° 20'	22.295	22.295	395					
9	352° 32' 30"	21.94	21.94	395					
10	355° 42' 10"	21.665	21.665	395					
11	358° 47' 30"	20.925	20.93	395					
12	5° 21' 10"	18.26	18.265	395					
13	8° 13' 10"	21.255	21.26	395					
14	6° 56' 50"	40.245	40.26	410					
15	115° 47' 30"	4.14	4.215	6.4					

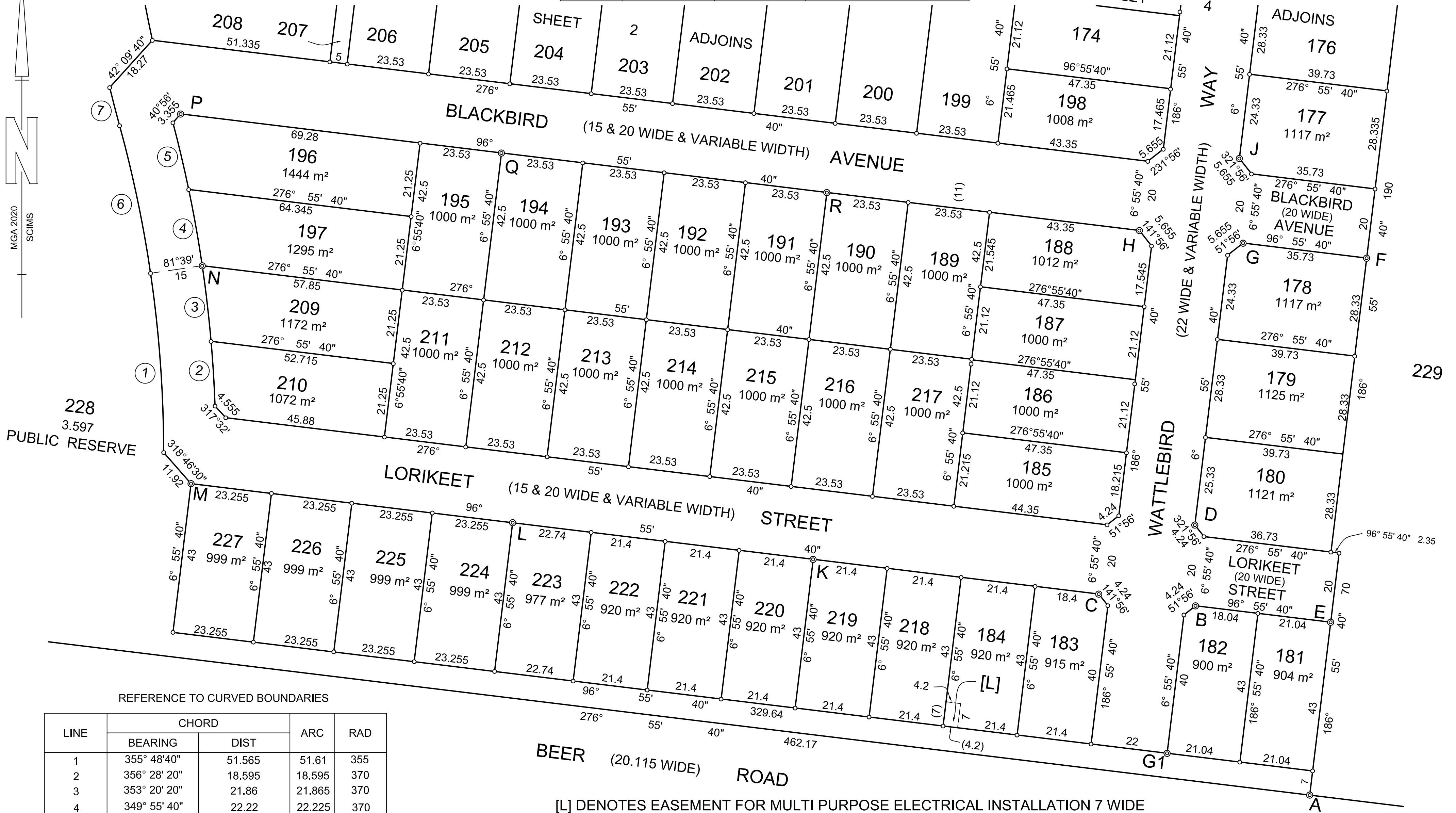
REFERENCE MARKS							
CORNER	BEARING	DIST	FROM	CORNER	BEARING	DIST	FROM
P	166° 21' 50"	13.715	BOLT & WASHER IN KERB	U	166° 21' 50"	13.715	BOLT & WASHER IN KERB
Q	170° 22' 40"	11.64	BOLT & WASHER IN KERB	V	170° 22' 40"	11.64	BOLT & WASHER IN KERB
R	181° 01' 40"	14.45	BOLT & WASHER IN KERB	W	181° 01' 40"	14.45	BOLT & WASHER IN KERB
S	169° 57' 40"	5.0	BOLT & WASHER IN KERB	Z	181° 01' 40"	14.45	BOLT & WASHER IN KERB
T	168° 23' 40"	24.225	BOLT & WASHER IN KERB				

SURVEYOR Name: IAN PENGELLY Date: Reference: M7682	PLAN OF SUBDIVISION OF LOT 147 IN DP	L.G.A.: MURRAY RIVER Locality: MOAMA Reduction Ratio: 1: 750 Lengths are in metres	Registered	DP
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CORNER	BEARING	DIST	FROM
A	169° 57' 40"	5.0	BOLT & WASHER IN KERB
B	168° 23' 40"	24.225	BOLT & WASHER IN KERB
C	166° 21' 50"	13.715	BOLT & WASHER IN KERB
D	170° 22' 40"	11.64	BOLT & WASHER IN KERB
E	181° 01' 40"	14.45	BOLT & WASHER IN KERB
F	356° 16' 40"	31.53	BOLT & WASHER IN KERB

CORNER	BEARING	DIST	FROM
G	169° 57' 40"	5.0	BOLT & WASHER IN KERB
H	168° 23' 40"	24.225	BOLT & WASHER IN KERB
J	166° 21' 50"	13.715	BOLT & WASHER IN KERB
K	170° 22' 40"	11.64	BOLT & WASHER IN KERB
L	181° 01' 40"	14.45	BOLT & WASHER IN KERB
G1	181° 01' 40"	14.45	BOLT & WASHER IN KERB

CORNER	BEARING	DIST	FROM
M	169° 57' 40"	5.0	BOLT & WASHER IN KERB
N	168° 23' 40"	24.225	BOLT & WASHER IN KERB
P	166° 21' 50"	13.715	BOLT & WASHER IN KERB
Q	170° 22' 40"	11.64	BOLT & WASHER IN KERB
R	181° 01' 40"	14.45	BOLT & WASHER IN KERB

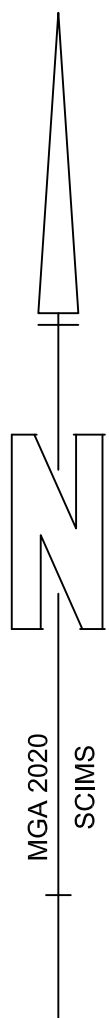


REFERENCE TO CURVED BOUNDARIES

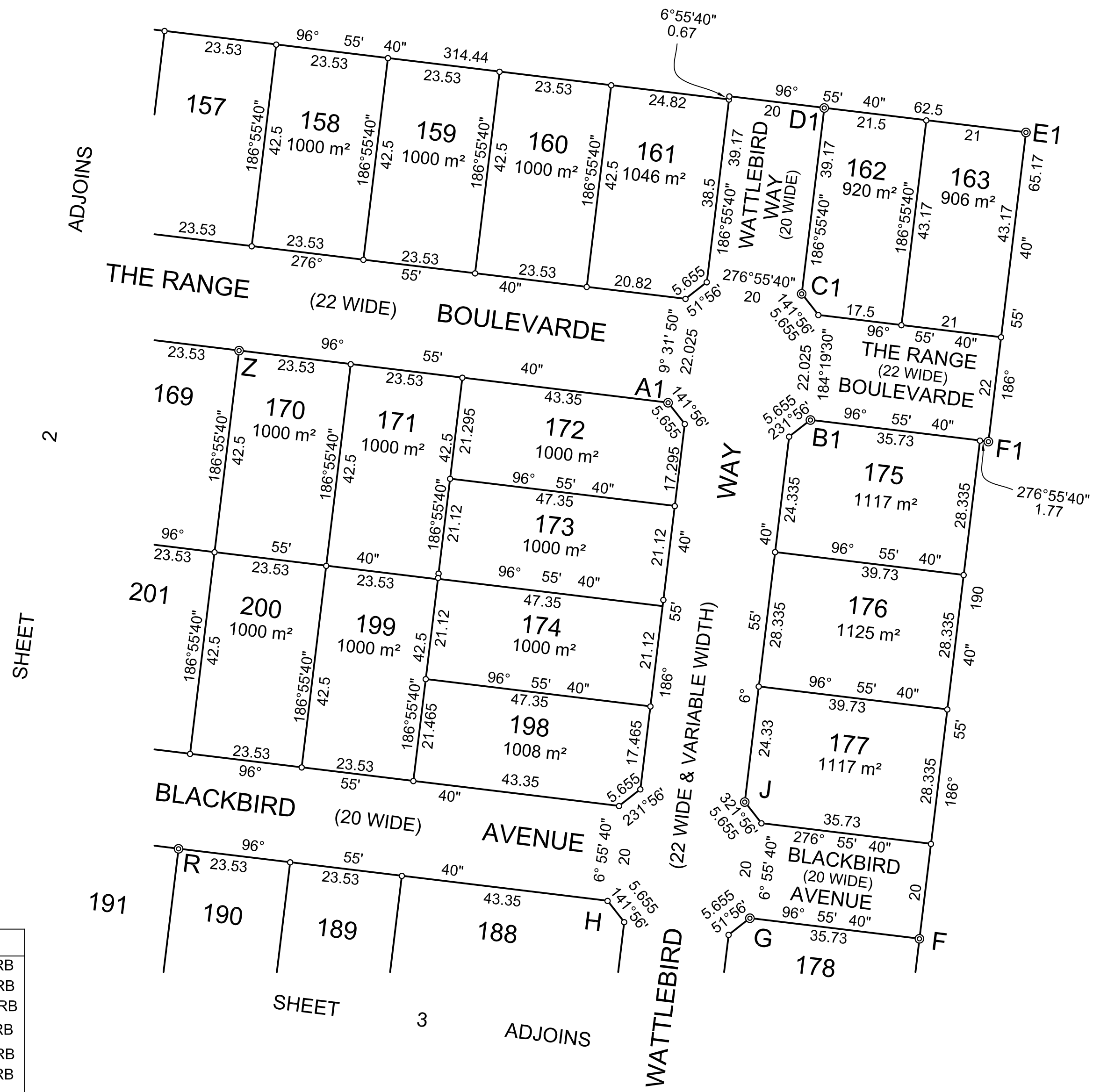
LINE	CHORD		ARC	RAD
	BEARING	DIST		
1	355° 48' 40"	51.565	51.61	355
2	356° 28' 20"	18.595	18.595	370
3	353° 20' 20"	21.86	21.865	370
4	349° 55' 40"	22.22	22.225	370
5	346° 40' 50"	19.685	19.685	370
6	348° 09'	43.32	42.345	355
7	345° 26' 30"	11.305	11.305	410

[L] DENOTES EASEMENT FOR MULTI PURPOSE ELECTRICAL INSTALLATION 7 WIDE

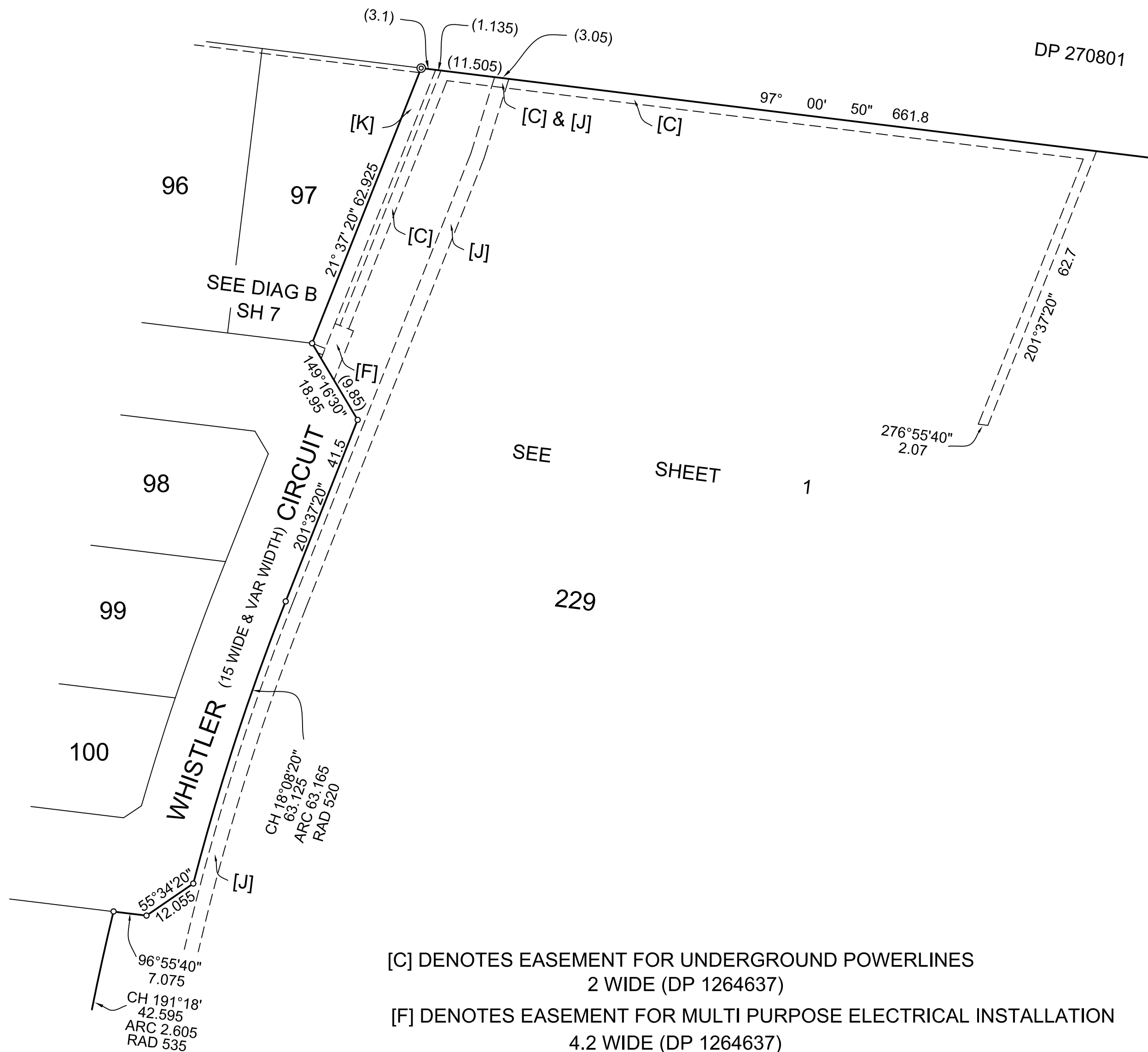
SURVEYOR Name: IAN PENGELLY Date: Reference: M7682	PLAN OF SUBDIVISION OF LOT 147 IN DP	L.G.A.: MURRAY RIVER Locality: MOAMA Reduction Ratio: 1: 750 Lengths are in metres	Registered	DP
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REFERENCE MARKS			
CORNER	BEARING	DIST	FROM
F	169° 57' 40"	5.0	BOLT & WASHER IN KERB
G	168° 23' 40"	24.225	BOLT & WASHER IN KERB
H	166° 21' 50"	13.715	BOLT & WASHER IN KERB
J	170° 22' 40"	11.64	BOLT & WASHER IN KERB
R	181° 01' 40"	14.45	BOLT & WASHER IN KERB
Z	356° 16' 40"	31.53	BOLT & WASHER IN KERB
A1	169° 57' 40"	5.0	BOLT & WASHER IN KERB
B1	168° 23' 40"	24.225	BOLT & WASHER IN KERB
C1	166° 21' 50"	13.715	BOLT & WASHER IN KERB
D1	170° 22' 40"	11.64	BOLT & WASHER IN KERB
E1	181° 01' 40"	14.45	BOLT & WASHER IN KERB



SURVEYOR Name: IAN PENGELLY Date: Reference: M7682	PLAN OF SUBDIVISION OF LOT 147 IN DP	L.G.A.: MURRAY RIVER Locality: MOAMA Reduction Ratio: 1: 750 Lengths are in metres	Registered	DP
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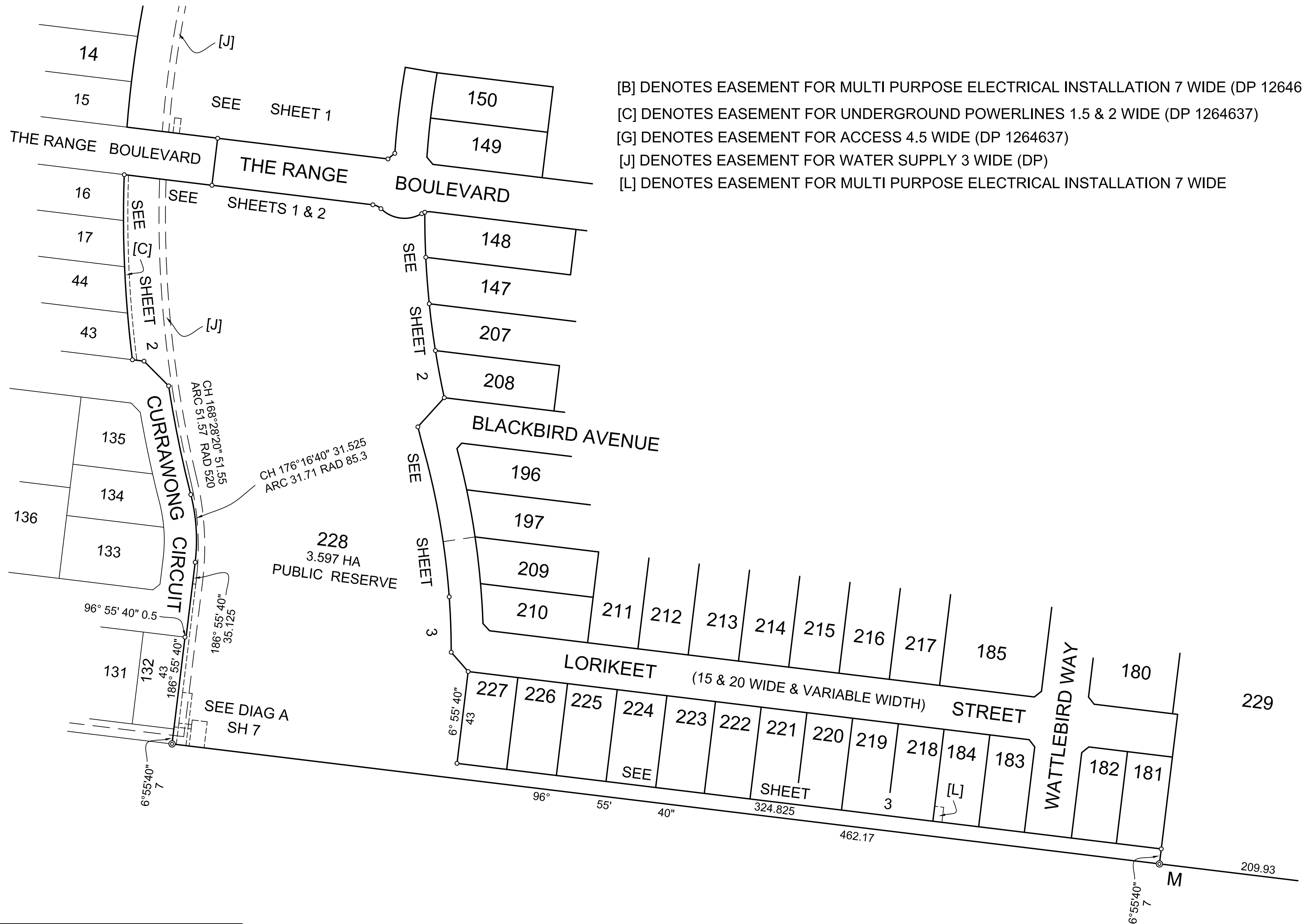
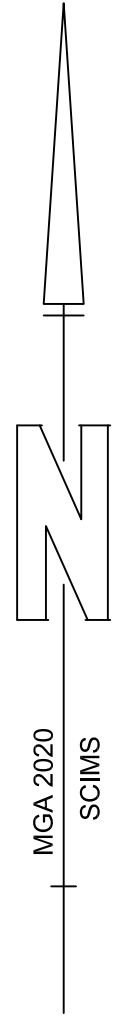
REFERENCE MARKS			
CNR	BEARING	DIST.	FROM

HEIGHT DIFFERENCE SCHEDULE			
FROM	TO	HEIGHT DIFFERENCE	METHOD
PM 27103	PM 200121	-0.121	DIFFERENTIAL LEVELLING
PM 200121	SSM 190887	+0.310	DIFFERENTIAL LEVELLING
SSM 190887	PM 83536	+0.028	DIFFERENTIAL LEVELLING
PM 83536	PM 27103	-0.220	DIFFERENTIAL LEVELLING
HEIGHT DATUM: AHD71			

HEIGHT SCHEDULE					
MARK	AHD VALUE	CLASS	ORDER	HEIGHT DATUM VALIDATION	STATE
PM 27103	94.421	LC	L3	SCIMS ADOPTED	FOUND
PM 83536	94.625	B	2	SCIMS-DATUM VALIDATION	FOUND
PM 200121	94.300	LD	N/A		PLACED
SSM 190887	94.610	LD	N/A		PLACED
DATE OF SCIMS AHD VALUE: 04-03-2019			HEIGHT DATUM: AHD71		

- [C] DENOTES EASEMENT FOR UNDERGROUND POWERLINES
2 WIDE (DP 1264637)
- [F] DENOTES EASEMENT FOR MULTI PURPOSE ELECTRICAL INSTALLATION
4.2 WIDE (DP 1264637)
- [J] DENOTES EASEMENT FOR WATER SUPPLY
3 WIDE (DP)
- [K] DENOTES EASEMENT TO DRAIN SEWAGE
3 WIDE (DP)

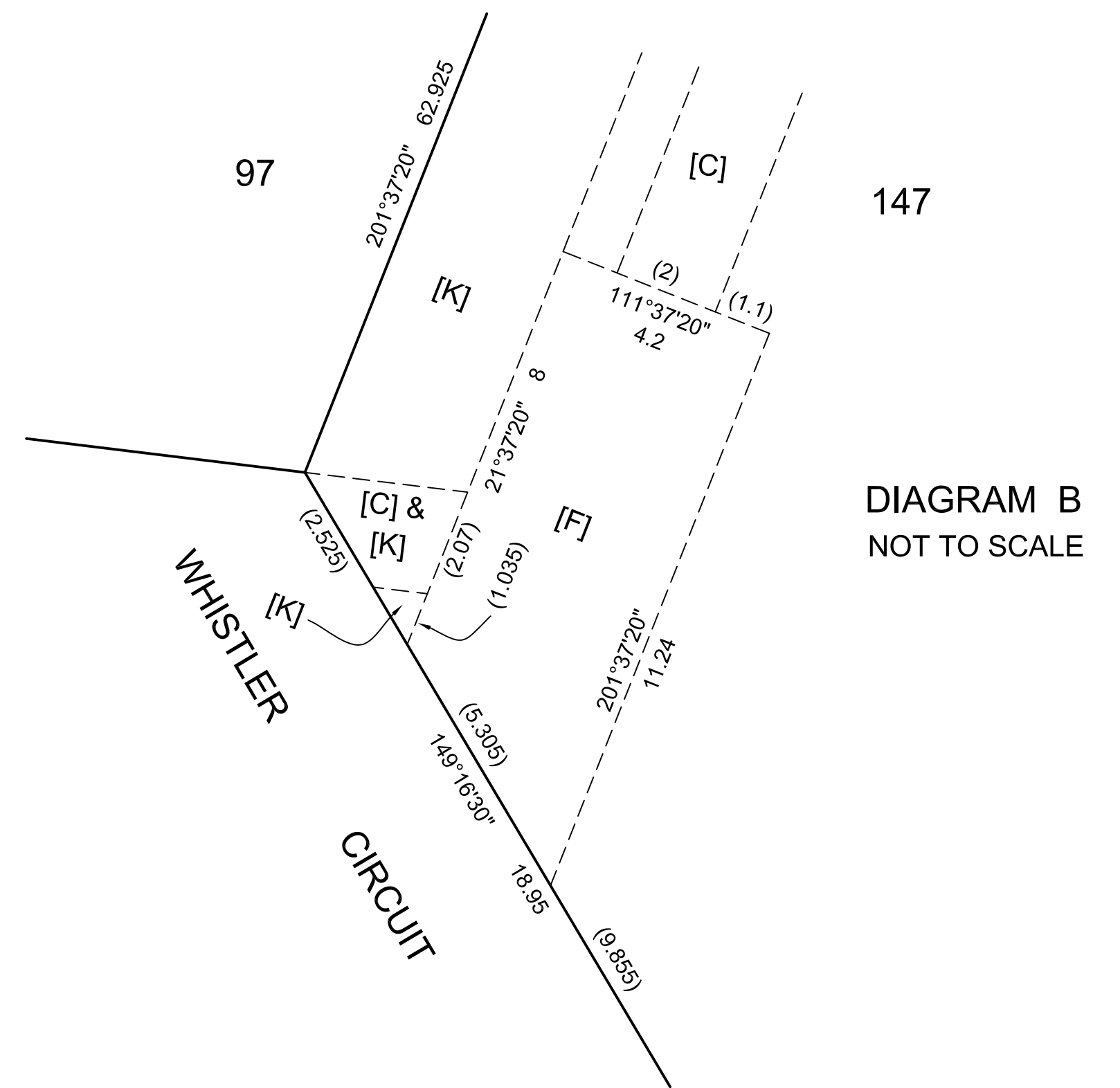
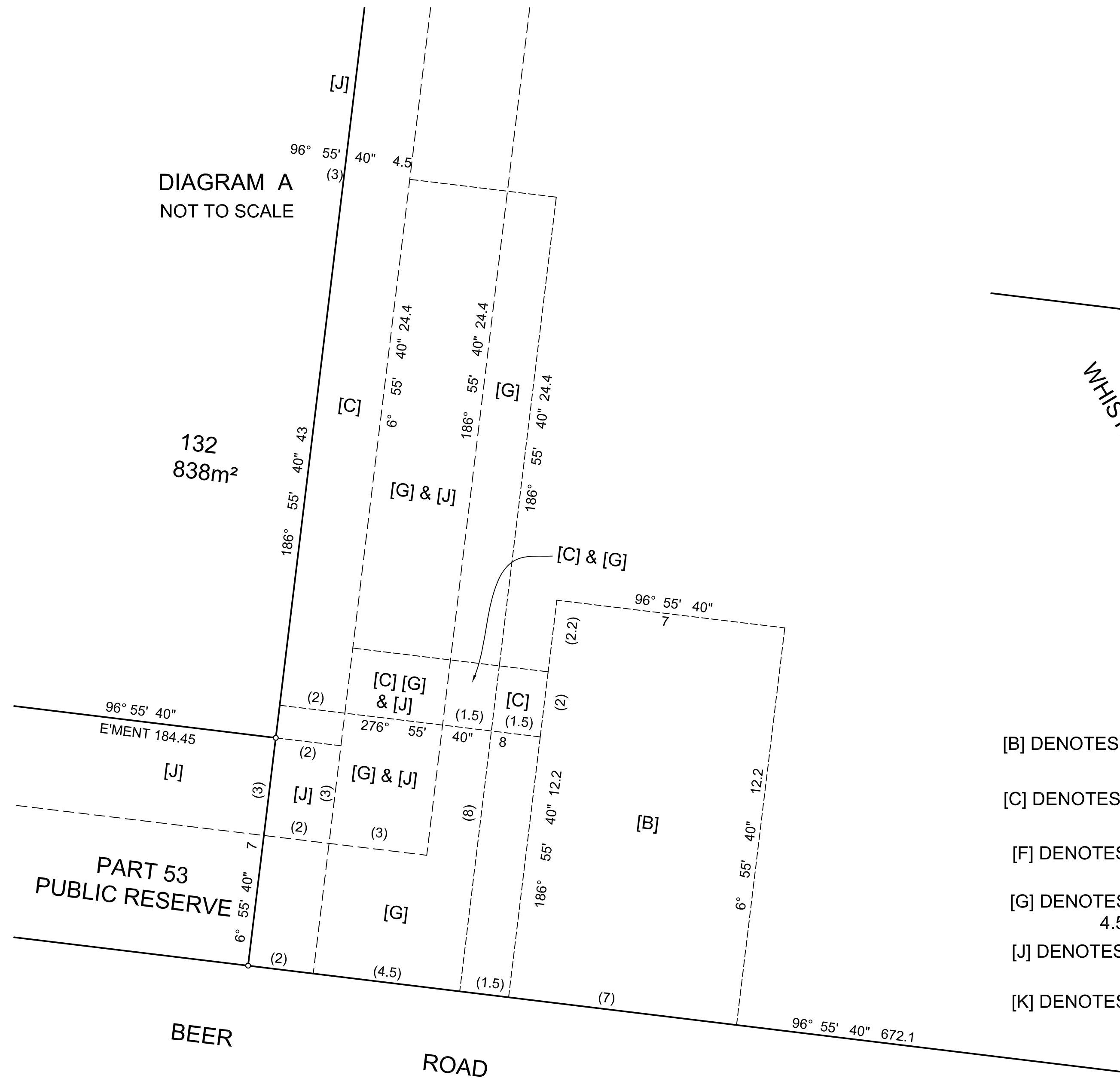
SURVEYOR Name: IAN PENGELLY Date: Reference: M7682	PLAN OF SUBDIVISION OF LOT 147 IN DP	L.G.A.: MURRAY RIVER Locality: MOAMA Reduction Ratio: 1: 750 Lengths are in metres	Registered	DP
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[B] DENOTES EASEMENT FOR MULTI PURPOSE ELECTRICAL INSTALLATION 7 WIDE (DP 1264637)
 [C] DENOTES EASEMENT FOR UNDERGROUND POWERLINES 1.5 & 2 WIDE (DP 1264637)
 [G] DENOTES EASEMENT FOR ACCESS 4.5 WIDE (DP 1264637)
 [J] DENOTES EASEMENT FOR WATER SUPPLY 3 WIDE (DP)
 [L] DENOTES EASEMENT FOR MULTI PURPOSE ELECTRICAL INSTALLATION 7 WIDE

REFERENCE MARKS			
CNR	BEARING	DIST.	FROM

SURVEYOR Name: IAN PENGELLY Date: Reference: m7682	PLAN OF SUBDIVISION OF LOT 147 IN DP	L.G.A.: MURRAY RIVER Locality: MOAMA Reduction Ratio: 1: 1250 Lengths are in metres	Registered	DP
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- [B] DENOTES EASEMENT FOR MULTI PURPOSE ELECTRICAL INSTALLATION
7 WIDE (DP1264637)
- [C] DENOTES EASEMENT FOR UNDERGROUND POWERLINES
2 WIDE (DP 1264637)
- [F] DENOTES EASEMENT FOR MULTI PURPOSE ELECTRICAL INSTALLATION
4.2 WIDE (DP 1264637)
- [G] DENOTES EASEMENT FOR ACCESS
4.5 WIDE (DP 1264637)
- [J] DENOTES EASEMENT FOR WATER SUPPLY
- [K] DENOTES EASEMENT TO DRAIN SEWAGE
3 WIDE (DP)

REFERENCE MARKS			
CNR	BEARING	DIST.	FROM

SURVEYOR
Name: IAN PENGELLY
Date: 9 MARCH 2021
Reference: M7473

PLAN OF SUBDIVISION OF LOT 54 IN DP 1264637

L.G.A.: MURRAY RIVER
Locality: MOAMA
Reduction Ratio: 1: 100
Lengths are in metres

Registered

DP

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 7 sheets)

Plan: Plan of Subdivision of Lot 147 in DP covered by Subdivision Certificate No. dated

Full name and address of the owner of the land:

Swedzah Pty Ltd ACN 066 180 658 and R & M Perry Pty Ltd ACN 067 298 579 of 9 Maiden Smith Drive, Moama NSW 2731 and The Range Moama Pty Ltd ACN 648 340 792 of 409-415 Princes Highway Noble Park Vic 3174

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 multi-purpose electrical installation – 7 wide	Lot 184	Essential Energy
2	Positive covenant	Lots 147, 148, 207, 208 and 227	Murray River Council
3	Restriction on the use of land	Lots 147, 148, 207, 208 and 227	Murray River Council
4	Restriction on the use of land	Lots 147-227 (incl)	Murray River Council
5	Restriction on the use of land	Lots 147-227 (incl)	Lots 147-227 (incl)

Part 2 (Terms)

1. TERMS OF EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION NUMBERED 1 IN THIS PLAN

Easement for multi-purpose electrical installation the terms of which are set out in Part C of Memorandum AG189384.

2. TERMS OF POSITIVE COVENANT NUMBERED 2 IN THIS PLAN.

The Owner of a Lot Burdened must not require the Murray River Council to maintain or replace the fencing on the boundary of the adjoining public open space and the Lot Burdened.

Name of person empowered to release, vary or modify positive covenant numbered 1 in the plan:
Murray River Council

Approved by the Murray River Council

.....
General Manager

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 2 of 7 sheets)

Plan: Plan of Subdivision of Lot 147 in DP
covered by Subdivision Certificate No.
dated

3. TERMS OF RESTRICTION OF USE OF LAND NUMBERED 3 IN THIS PLAN.

The Owner of a Lot Burdened must:

- (a) Cause any dwelling house, outbuilding or other structure on the Lot Burdened to be set back a minimum of three (3) metres from the adjoining public open space.
- (b) Not erect or allow to be erected any additional fencing other than that approved under Condition 54 of Development Application 284/19 on the boundary of the adjoining public open space and the Lot Burdened.

Name of person empowered to release, vary or modify restriction on the use of land numbered 2 in the plan: Murray River Council

4. TERMS OF RESTRICTION OF USE OF LAND NUMBERED 4 IN THIS PLAN.

The Owner of a Lot Burdened must not erect or cause to be erected on the Lot Burdened any dwelling house which has a height of the floor level of all habitable rooms less than the height of the Flood Planning Level (500mm above the 1 in 100 flood event level) applicable to the site.

Name of person empowered to release, vary or modify restriction on the use of land numbered 3 in the plan: Murray River Council

5. TERMS OF RESTRICTION OF USE OF LAND NUMBERED 5 IN THIS PLAN.

The Owner of a Lot Burdened shall not, without the prior consent of Swedzah Pty Ltd (ACN 066 180 658) and R & M Perry Pty Ltd (ACN 067 298 579) and The Range Moama Pty Ltd (ACN 648 340 792):

- 1. erect or re-erect or allow to be erected or re-erected on the Lot Burdened any building or part of a building which has previously been erected in another location nor use any second hand building materials in the construction of any building on the Lot Burdened;
- 2. erect or cause or suffer to be erected on the Lot Burdened any building other than one private dwelling house with outbuilding, carport or garage in accordance with clauses 3, 4 or 5 hereof respectively and such dwelling house shall:
 - 2.1 not be constructed without a carport or garage being constructed at the same time and in accordance with clauses 4 or 5 hereof respectively; and
 - 2.2 not have a floor area of less than 180 square metres within the outer walls thereof, calculated by excluding the area of all eaves, carports, pergolas, verandahs and garages; and
 - 2.3 not be constructed of external wall cladding material wherein brick or stone comprises less than seventy five per centum (75%) of the external wall area, and the remaining external wall area shall not be constructed of unfinished fibrocement sheeting or timber weatherboards which do not have a painted or rendered finish; and

Approved by the Murray River Council

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General Manager

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

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Plan: Plan of Subdivision of Lot 147 in DP
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dated

- 2.4 notwithstanding the provisions of clause 2.3 above, the Transferee will not be prevented from using lightweight approved and certified systems such as Hebel aerated concrete, Exsulite polystyrene systems as an external wall cladding material, provided that the base sheets have a coated and painted finish not less than 5mm in thickness; and
- 2.5 not be roofed with any material other than non-reflective Colorbond steel sheeting, concrete tiles, slate tiles or terracotta tiles; and
- 2.6 not have roof with a pitch of greater than 30 degrees; and
- 2.7 not be used as other than a private residence unless it is a display home.
- 3. erect or cause or suffer to be erected on the Lot Burdened any outbuilding (other than a carport or garage) which:
 - 3.1 where the land is 1000 square meters or less in size, has a floor area of more than 70 square metres or a height of more than 4 metres;
 - 3.2 where the land is greater than 1000 square meters, has a floor area of more than 80 square metres or a height of more than 4 metres;
 - 3.3 is constructed of material other than brick, stone or non-reflective Colorbond steel sheeting (unless that outbuilding has a floor area of 10 square metres or less);
 - 3.4 is not fully enclosed;
 - 3.5 has a roof with a pitch of greater than 30 degrees;
 - 3.6 is additional to any outbuilding already erected on the Lot Burdened which has a floor area of more than 10 square metres.
- 4. erect or cause or suffer to be erected on the Lot Burdened any carport which:
 - 4.1 has a roof, the pitch of which is not identical to the roof pitch of the private dwelling house erected or to be erected on the Lot Burdened;
 - 4.2 is not constructed of the same materials used in the construction of the private dwelling house erected or to be erected on the Lot Burdened;
 - 4.3 is additional to any carport already erected on the Lot Burdened.
- 5. erect or cause or suffer to be erected on the Lot Burdened any garage which:
 - 5.1 is not fully enclosed;
 - 5.2 has a roof, the pitch of which is not identical to the roof pitch of the private dwelling house erected or to be erected on the Lot Burdened;

Approved by the Murray River Council

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General Manager

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

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- 5.3 is not constructed of the same materials used in the construction of the private dwelling house erected or to be erected on the Lot Burdened;
- 5.4 is additional to any garage already erected on the Lot Burdened.
- 6. erect or allow to be erected on the Lot Burdened:
 - 6.1 any fence on the street frontage boundary or between the street frontage boundary and the dwelling house;
 - 6.2 on Lots 147, 148, 207 and 208, any fence on the boundary adjoining the public open space of material other than post and wire or post and rail at a height greater than 1.5 metres;
 - 6.3 on Lot 227, any fence on the boundary adjoining the public open space of material other than Colourbond Monument at a height greater than 1.5 metres;
 - 6.4 any other boundary fence of a height greater than 1.8 metres measured from ground level to the top of the fence;
 - 6.5 any boundary fence constructed of material other than:
 - 6.5.1 for Lots 147, 148, 207 and 208, post and wire or post and rail to the boundary of the adjoining public open space as required by Development Application 284/19 and Colourbond Monument to the remaining boundaries;
 - 6.5.2 for all other Lots, Colourbond Monument;
- 7. use or cause or suffer to be used on the Lot Burdened any outbuilding, mobile home, caravan, tent or other moveable accommodation for living or residential accommodation or the operation of a business;
- 8. allow any plant, machinery, recreational or commercial vehicle, caravan, boat, box trailer, boat trailer, commercial trailer or car trailer to be left or parked on the roadway, nature strip or footpath adjacent to the land or on the Lot Burdened that is visible from the street;
- 9. keep or cause or suffer to be kept on the Lot Burdened any animals or birds other than those permitted by local government authority or authorities for the time being;
- 10. pending erection of a dwelling house on the Lot Burdened, allow the land to become a fire hazard or be in a condition which has a detrimental effect on the amenity of the neighbourhood;
- 11. allow the Lot Burdened to remain unlandscaped for a period of more than 90 days from the date of issue of a Certificate of Occupancy in respect of the dwelling on the Lot Burdened;
- 12. subdivide or allow to be subdivided the Lot Burdened or any building erected or to be erected on the Lot Burdened.

Approved by the Murray River Council

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General Manager

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

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Plan:

Plan of Subdivision of Lot 147 in DP
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Name of person empowered to release, vary or modify restriction on the use of land numbered 4 in the plan: Swedzah Pty Ltd (ACN 066 180 658) and R & M Perry Pty Ltd (ACN 067 298 579) and The Range Moama Pty Ltd (ACN 648 340 792).

Approved by the Murray River Council

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General Manager

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 6 of 7 sheets)

Plan: Plan of Subdivision of Lot 147 in DP
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dated

Executed by Swedzah Pty Ltd ACN 066 180 658 by being signed
by those persons who are authorised to sign for the Company in
accordance with Section 127(1) of the Corporations Act 2001.

.....
Director Director

.....
Full name and usual address Full name and usual address

Executed by R & M Perry Pty Ltd ACN 067 298 579 by being signed
by those persons who are authorised to sign for the Company in
accordance with Section 127(1) of the Corporations Act 2001.

.....
Director Director

.....
Full name and usual address Full name and usual address

Executed by The Range Moama Pty Ltd ACN 648 340 792 by being signed
by those person who are authorised to sign for the Company in
accordance with Section 127(1) of the Corportaions Act 2001.

.....
Director Director

.....
Full name and usual address Full name and usual address

Approved by the Murray River Council

.....
General Manager

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

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Plan: Plan of Subdivision of Lot 147 in DP
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Executed by Murray River Council by its authorised delegate pursuant to s.377 Local Government Act 1993

Signature of delegate:.....

Name of delegate:.....

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

Signature of witness:.....

Name of witness:

Address of witness:.....

Executed by Essential Energy by its duly appointed attorney under power of attorney Book 4745 No. 85 in the presence of:

Signature of witness:..... Signature of attorney:.....

Name of witness: Name and title of Attorney:.....

Address of witness:.....

Approved by the Murray River Council

.....
General Manager
