

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Ozway Realty G22 Narellan Town Centre, 326 Camden Valley Way, Narellan, NSW 2567	Phone: 02 4610 1940 Fax: 02 4601 1873
co-agent		
vendor	Moonprint Pty Limited ACN 102 632 664 79 Englorie Park Drive, Glen Alpine, NSW 2560	
vendor's solicitor	Cutri & Associates Goldlaw House Suite 1, 22 Smart Street, Fairfield NSW 2165 DX 25107 Fairfield NSW	Phone: (02) 9728 3333 Email: cutri@cutri.com.au Fax: (02) 9724 6515 Ref: FC:EC:7532
date for completion	42nd day after the contract date	(clause 15)
land (address, plan details and title reference)	24, 26, 32, 34, 36 & 38 Tapio Street, Dareton, New South Wales 2717 Registered Plan: Lot 6, 4 & 3 Section 11, 11 & 11 Plan DP 758338, 758338 & 758338 Folio Identifier 6/11/758338, 4/11/758338 & 3/11/758338	
	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> subject to existing tenancies	
improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: shop x 6	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

_____	vendor	 GST AMOUNT (optional) The price includes GST of: \$ 	_____	witness
_____	purchaser		_____	witness

JOINT TENANTS tenants in common in unequal shares

Choices

- Vendor 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 an **GSTRW payment** (GST residential withholding payment) NO yes (if yes, vendor must provide further details)

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

List of Documents

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

<p>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</p>	<p>NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority</p>
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If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. 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> <i>solicitor</i> or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

2 Deposit and other payments before completion

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

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

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

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

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 served if it is served by the *party* or the *party's solicitor*;
- 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
- 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *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 *ECNO* 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 –
- adjustment figures* details of the adjustments to be made to the price under clause 14;
- certificate of title* 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;
- completion time* the time of day on the date for completion when the *electronic transaction* is to be settled;
- conveyancing rules* the rules made under s12E of the Real Property Act 1900;
- discharging mortgagee* any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
- ECNL* the Electronic Conveyancing National Law (NSW);
- effective date* the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
- electronic document* a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
- electronic transfer* a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties'* *Conveyancing Transaction*;

<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*.

24, 26, 32, 34, 36

**Additional clauses forming part of this contract for the sale and purchase of
24, 26, 32, 34, 36 & 38 Tapio Street, Dareton**

33 STANDARD FORM CONTRACT

33.1 Amendments to standard form contract

The following printed clauses are amended as follows:

33.1.1 **clause 1:** insert the following additional definition:

'restricted action means make any objection, requisition, claim for compensation, withhold any money or exercise any right to rescind or terminate this contract or seek to delay completion;';

33.1.2 **clause 2.9:**

(a) replace the words 'If each party tells.....to be invested' with 'If this contract says the deposit is to be invested'; and

(b) insert at the end of the clause 'if this contract is completed, and otherwise to the party entitled to the deposit';

33.1.3 **clause 4:** insert the following additional clause:

'4.5 The purchaser cannot nominate an alternative transferee, assign or otherwise transfer the benefit of this contract without the prior written consent of the vendor.';

33.1.4 **clause 5.1:** insert the words 'and they are the only form of *requisitions* the purchaser may make and clause 5.2.1 is taken to be deleted' at the end of the clause;

33.1.5 **clause 7.1.1:** replace '5%' with '1%';

33.1.6 **clause 7.2.4:** delete the words 'and the costs of the purchaser';

33.1.7 **clause 8.1.1:** delete the words 'on reasonable grounds';

33.1.8 **clause 8.1.2:** delete the words from 'that' to 'grounds' inclusive;

33.1.9 **clauses 10.1.8 and 10.1.9:** replace each occurrence of the word 'substance' with the word 'existence';

33.1.10 **clause 12:** insert the following at the end of the clause:

'In this clause *certificate* does not include a building certificate under any legislation. The purchaser must not apply for a building certificate under any legislation without the prior written consent of the vendor.';

33.1.11 **clause 14.4.2:** replace the clause with:

'by adjusting the amount of land tax determined by applying the average rate of land tax payable by the vendor or any predecessor in title for the year to the taxable value of the property';

33.1.12 **clause 14.8:** delete the clause;

33.1.13 not used;

33.1.14 **clause 16.6:** replace 'If' with 'If at least 7 days before the date for completion';

33.1.15 **clause 16.8:** delete the clause;

- 33.1.16 **clause 16.12:** delete all words from 'but' to the end of the clause;
- 33.1.17 **clause 19:** insert the following additional clause:
 '19.3 Despite clause 19.2.3, the purchaser's only remedy for a breach of warranty prescribed by the *Conveyancing (Sale of Land) Regulation 2017 (NSW)* is the remedy prescribed by that regulation.';
- 33.1.18 **clause 20.6.4:** insert the words 'provided however that such documents served by post will be deemed received by the other party 2 business days after the date the document is sent by post' at the end of the clause;
- 33.1.19 **clause 20.7.2:** insert the words 'and in the case of the vendor the actual cost' at the end of the clause;
- 33.1.20 **clause 20:** insert the following additional clause:
 '20.16 In this contract, unless the context requires otherwise:
 20.16.1 *in writing* includes any communication sent by letter, facsimile transmission or email; and
 20.16.2 *including* and similar expressions are not words of limitation.';
- 33.1.21 **clause 23.5.1:** insert the words 'which includes levies for special expenses payable by instalments (where the adjustment period is the period of the instalments)' to the end of the clause;
- 33.1.22 **clause 23.6:** clause 23.6.1 is replaced with the words 'and is not a levy for special expenses payable by instalments then the vendor is liable for it if it is payable prior to the contract date and otherwise it is payable by the purchaser';
- 33.1.23 **clause 23.9.3 and 23.9.4:** delete the words 'or before completion';
- 33.1.24 **clause 23.13:** delete the words 'at least 7 days';
- 33.1.25 **clause 23.14:** delete the first sentence;
- 33.1.26 **clause 23.17.2:** delete the clause;
- 33.1.27 **clauses 28 and 29:** delete the clauses;
- 33.1.28 **clause 30.5:** insert the words and 'if clause 30.1 applies,' after 'Normally,' replace the words '7 days of the effective date' with '14 days of the effective date'.

33.2 **Terms defined in printed form contract**

Unless the context requires otherwise, terms defined in clause 1 have the meanings given to them in clause 1 when used (in any form) in these additional clauses even though they are not italicised or capitalised in these additional clauses.

34 **NOTICE TO COMPLETE**

34.1 **Issue of notice to complete**

If a party is entitled to serve a notice to complete, then the party may:

- 34.1.1 at any time serve a notice requiring completion on a specified date (being not less than 14 days after the date of service of that notice); and
- 34.1.2 specify a time of day between 11am and 4pm as the time for completion.

34.2 Reasonable period

The parties agree that 14 days is a reasonable and proper period to specify in any notice to complete.

34.3 Preservation of rights

The party serving a notice to complete reserves the right to:

34.3.1 withdraw the notice; or

34.3.2 issue further notices to complete; or

34.3.3 unilaterally extend the time allowed by the notice to complete, with such extended time remaining of the essence of the notice to complete and this contract.

34.4 Vendor's legal fees

If the vendor issues a notice to complete, the purchaser must pay to the vendor by way of adjustment on completion in addition to the purchase price the sum of \$250.00 plus GST on account of the vendor's legal fees which is agreed to be a genuine pre-estimate of the additional expenses in relation to the issue of the notice to complete.

35 DELAY INTEREST

35.1 Payment of interest

If completion does not occur on or before the date for completion, the purchaser must pay to the vendor on completion interest calculated daily and compounded on the last day of each calendar month:

35.1.1 at the rate of 10% per annum; and

35.1.2 on the balance of the purchase price payable under this contract,

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

35.2 Delay by vendor

Clause 35.1 does not apply in respect of any period during which completion has been delayed solely due to the fault of the vendor.

35.3 Essential term

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 date for completion.

36 RELEASE OF DEPOSIT

In the event that the vendor wishes to purchase another property then, notwithstanding anything herein contained, the parties hereto agree that the deposit payable herein shall be released without delay, upon request by the vendors or their solicitors, to be applied as deposit and stamp duty in respect of such purchase.

37 CLAIM FOR COMPENSATION

Notwithstanding the provisions of Clause 7 any claim for compensation made by the Purchaser shall be deemed to be an objection or requisition for the purposes of Clause 8.

38 STAMP DUTIES

The purchaser must pay all stamp duties (including penalties and fines) which are payable in connection with this contract and indemnifies the vendor against any liability which results from default, delay or omission to pay those duties or failure to make proper disclosures to the Office of State Revenue in relation to those duties. This right continues after completion.

39 REAL ESTATE AGENT

The purchaser warrants to the vendor that it has not been introduced to the property through or by any agent other than the estate agent referred to on the front page of this contract (if any). The purchaser indemnifies the vendor against any claim for commission, charges, costs or expenses in relation to the sale of the property caused by a breach of this warranty. The vendor's rights under this clause continue after completion.

40 REQUISITIONS

For the purposes of printed clause 5.1 the requisitions or general questions about the property or the title are taken to be served by the purchaser on the date of this contract in the form and format of those requisitions annexed to this contract and marked "A".

41 PRESENT CONDITION

Subject to Section 52A of the *Conveyancing Act 1919 (NSW)* and the *Conveyancing (Sale of Land) Regulation 2017 (NSW)*, the purchaser acknowledges that it is purchasing the property as a result of its own inspections and inquiries and in the condition and state of repair as at the date of this contract and cannot take any restricted action in respect of:

- 41.1.1 the condition, state of repair, dilapidation or infestation (if any) of the property;
- 41.1.2 any latent or patent defect in the property;
- 41.1.3 any environmental hazard or contamination;
- 41.1.4 the nature, location, availability or non-availability of any water, sewerage (except sewers belonging to a registered sewerage authority), drainage, gas, electricity, telephone and other installations (*Services*) or defects in the *Services*;
- 41.1.5 whether or not the property is subject to or has the benefit of any rights or easements in respect of the *Services*;
- 41.1.6 any underground or surface stormwater drain passing through or over the property or any manhole vent on the property;
- 41.1.7 any rainwater downpipe being connected to the sewer;
- 41.1.8 any failure to comply with the *Swimming Pools Act 1992 (NSW)*; or
- 41.1.9 whether or not the property complies with the regulations under the *Environmental Planning and Assessment Act 1979 (NSW)* relating to the installation of smoke alarms.

The vendor is not required to clean the property or remove existing rubbish, materials, debris or other items from the property prior to completion.

42 PURCHASER'S WARRANTIES

42.1 Purchaser's warranties

The purchaser represents and warrants that:

- 42.1.1 the purchaser has not relied on or been induced to enter into this contract by any representation or warranty, including those concerning the potential or present use or development of the property (made by the vendor, its agent or solicitor);
- 42.1.2 the purchaser has relied entirely on its own independent investigations and enquiries about the property in entering into this contract; and
- 42.1.3 the purchaser has obtained its own independent professional advice on the nature of the property and its permitted uses and the purchaser's rights and obligations under this contract.

42.2 Acknowledgements

The purchaser acknowledges that in entering into this contract the vendor has relied on the warranties given by the purchaser in this clause 42.

43 DEATH, INCAPACITY OR INSOLVENCY

43.1 the Vendor may rescind this contract, if the purchaser is an individual who:

- 43.1.1 dies; or
- 43.1.2 becomes incapable because of unsoundness of mind, to manage the purchaser's own affairs.

43.2 the vendor may terminate this contract if the purchaser:

- 43.2.1 is an individual who:
 - (a) is bankrupt;
 - (b) has a receiver, receiver and manager, controller or administrator appointed to it or to any of its assets;
 - (c) makes an assignment for the benefit of, or enters into an arrangement or composition with, its creditors; or
 - (d) stops payment of, or is unable to pay, its debts within the meaning of the Corporations Act 2001 (Cth); or
- 43.2.2 is a company, which:
 - (a) resolves to go into liquidation;
 - (b) has a petition for its winding-up presented and not withdrawn within thirty (30) days of presentation;
 - (c) enters into a scheme of arrangement with its creditors under the *Corporations Act 2001 (Cth)* or similar legislation; or
 - (d) has a liquidator, provisional liquidator, controller, administrator, receiver or receiver and manager of it appointed.

43.3 if anything in clause 43.2 occurs, then the purchaser has failed to comply with an essential provision of this contract.

43.4 the vendor may rescind or terminate this contract under this clause 43, without affecting any of its other rights.

44 FIRB APPROVAL

- 44.1. The purchaser warrants that if he is a "foreign person" as defined in the *Foreign Acquisitions and Takeover Act 1975 (Cth)* then the purchaser has prior to the date of this Contract advised the vendor in writing accordingly and provided the vendor in writing with the purchaser's full name and address or other details required for the purposes of obtaining any approval under that Act
- 44.2. The purchaser shall indemnify and keep indemnified the vendor against all liability, loss, damage and expense the vendor may suffer or incur as a direct or indirect consequence of the purchaser failing to comply with the provisions of this clause 44.

45 LESS THAN 10% DEPOSIT

45.1 Deposit of 10%

The vendor requires the purchaser to pay a deposit of 10% of the purchase price.

45.2 Purchaser's request to pay less than 10%

In the event the purchaser requests the vendor to accept less than 10% deposit, the vendor may agree to accept the payment of the 10% deposit by way of installments as agreed between the parties.

45.3 If vendor agrees to accept less than 10%

If the vendor agrees to accept less than 10% deposit then the amount of the 10% deposit not paid by the purchaser on the date of this contract will be a liquidated debt and must be paid to the vendor on the earlier of:

45.3.1 The vendor becoming entitled to the deposit under this contract; and

45.3.2 The date for completion.

46 INCONSISTENCY

If there is any inconsistency between the printed clauses and these additional clauses, the additional clauses prevail to the extent of that inconsistency.

47 SWIMMING POOL

If the property contains a swimming pool, then the following paragraphs will apply:

- (a) The vendor does not warrant that the swimming pool on the property complies with the requirements imposed by the Swimming Pools Act 1992 and the regulation prescribed under that Act.
- (b) The Purchaser agrees that after completion the purchaser will comply with the requirements of the act and regulations relating to access to the swimming pool and the erection of a warning notice, if applicable.
- (c) The Purchaser is not entitled to make any objection, requisition or claim for compensation or rescind or delay completion on any ground relating to the swimming pool or any non-compliance with the Swimming Pools Act 1992, or other relevant legislation.

48 GOODS AND SERVICES TAX

48.1 Price does not include GST

The parties acknowledge that the purchase price on the front page of this contract does not include GST.

48.2 **GST free**

The parties acknowledge and agree that the supply of the property is intended to be GST free. Accordingly, as at the date of this contract, but without limiting the vendor's rights pursuant to clause 48.4 and 48.5, the vendor does not intend to recover from the purchaser any amount for GST for the supply of the property.

48.3 **Supply of a going concern**

48.3.1 The parties agree that the supply of the property is the supply of a going concern for the purposes of the GST Act.

48.3.2 The purchaser represents and warrants that it is registered or is required to be registered under the GST Act.

48.3.3 The vendor agrees that it will carry on the conduct of the enterprise as a going concern until the completion of this sale.

48.4 **Where sale is a taxable supply**

Where, despite clause 48.2, the sale of the property is a taxable supply, the purchaser must pay the vendor, in addition to the price, an amount equivalent to 10% of the price. Where, despite clause 48.2, the sale of the property is a taxable supply to an extent, the purchaser must pay the vendor, in addition to the price, an amount equivalent to 10% of the price which represents the value of that part of the property that is a taxable supply. The amount payable pursuant to this clause 48.4 must be paid:

48.4.1 on completion; or

48.4.2 within 5 days of service by the vendor of a letter from the Australian Taxation Office stating that the Vendor has to pay GST on the price; or

48.4.3 within 5 days of service by the Vendor of a letter from vendor's accountant stating that the vendor has to pay GST on the price.

48.5 **Indemnity**

Without limiting clause 48.4, and subject to the vendor not breaching any of the warranties in clause 48.3, if at any time or from time to time the Commissioner of Taxation determines that the supply under this Contract cannot be characterised as the Supply of a Going Concern the purchaser indemnifies and will keep indemnified the vendor against any GST as well as any interest or penalty in connection with an assessment raised by the Australian Taxation Office for the late payment of GST.

48.6 **Not merge on completion**

The provisions of this Clause 48 will not merge on Completion.

49 **COUNTERPARTS AND ELECTRONIC SIGNATURE**

49.1 **Counterparts**

This contract may be executed:

(a) in a number of counterparts and all the counterparts together make one instrument; and/or

(b) electronically by both parties using DocuSign or by exchanging electronic copies of original signatures on this contract.

49.2 Validity of contract

- (a) This contract may be validly created and exchanged by counterparts with each party's signature (electronic or otherwise) set electronically to each other party by email or facsimile.
- (b) The parties acknowledge that the electronic version of this contract signed by both parties will be the true and original version for the purposes of this transaction and that no other version will be provided unless otherwise agreed between the parties in writing.
- (c) The parties agree to be bound by the electronic version of this contract which has been signed and exchanged in accordance with this clause and the purchaser may not make a claim because of anything contained in this clause.

49.3 Compliance with *Electronic Transactions Act 2000 (NSW)*

The parties agree that they will be bound by, have complied with and will comply with the *Electronic transactions Act 2000 (NSW)* and any terms and conditions of DocuSign, in relation to the execution of this contract.

50 TENANCIES

50.1 Sale subject to tenancies

- 50.1.1 The purchaser purchases the property subject to such of the leases, licences and other occupancy rights (if any) specified or referred to in this contract ("the Tenancies") which are subsisting on completion.
- 50.1.2 The vendor shall not between the date hereof and the date of completion without the consent of the purchaser (which consent shall not be unreasonably withheld) grant any new lease, licence or other occupancy rights ("New Tenancy") in respect of premises forming part of the property **PROVIDED THAT:**
 - (i) the purchaser's consent to any New Tenancy shall be deemed to have been given by the purchaser unless, within seven (7) days from the date on which an application for such consent is made by the Vendor in writing, the purchaser notifies the Vendor in writing that the purchaser does not consent to that New Tenancy and gives reasons for withholding such consent, and
 - (ii) the vendor may without the consent of the purchaser between the date hereof and the date of completion grant any New Tenancy which the vendor is obliged to grant pursuant to any agreement for lease, option for renewal, first right of refusal or other right contained in any of the Tenancies.
- 50.1.3 The purchaser shall not be entitled to:
 - (i) make any objections, requisition or claim for compensation in respect of, or
 - (ii) rescind this Contract by reason of the Tenancies or any New Tenancy granted pursuant to the preceding sub-clause 50.1.2.
- 50.1.4 The vendor shall not between the date hereof and the date of completion consent to any transfer of any of the Tenancies or any New Tenancy (except where, in the reasonable opinion of the vendor, the vendor is obliged to do so by virtue of that Tenancy) or grant any other consent or exercise any right of forfeiture or waive any breach of covenant in respect thereof without first obtaining the consent in writing of the purchaser, which consent shall not be unreasonably withheld or delayed.

50.2 Vendor's warranties

50.2.1 The purchaser shall not be entitled to:

- (i) make any objections, requisition or claim for compensation in respect of, or
- (ii) rescind this Contract by reason of the Tenancies or any New Tenancy granted pursuant to the preceding sub-clause 50.1.2.

50.2.2 The vendor does not warrant that:

- (i) any or all of the Tenancies or any New Tenancy will continue to be in force at completion; or
- (ii) any of the Tenants will be in possession of the relevant premises at completion;
- (iii) any Tenant will not be in default under the terms of their Tenancy; or
- (iv) that the *Retail Leases Act 1994 (NSW)* has been complied with,

and the purchaser must not make any claim or delay completion or rescind or terminate this contract in respect of matters referred to in this clause.

50.3 Tenant's fittings and fixtures

The purchaser acknowledges that he is aware that certain fixtures and fittings located in or attached to the subject property are in the nature of tenant's fixtures and fittings and are owned by tenants or other persons and are excluded from this sale.

50.4 Not merge on completion

The provisions of this clause do not merge on completion.

THE TENANCIES

1. Lease between Moonprint Pty Limited as Lessor and John Christopher Crowley and Roslyn Ann Crowley as Lessee for premises known as Shop 1, 24-38 Tapio Street, Dareton. (See lease attached).
2. Lease between Moonprint Pty Limited as Lessor and Society as Lessee for premises known as Shop 7, 24-38 Tapio Street, Dareton. (See lease attached)

51 GUARANTEE

- 51.1 This clause applies if the purchaser is a corporation but does not apply to a corporation listed on an Australian Stock Exchange. This clause is an essential term of this contract.
- 51.2 The word *guarantor* means each director of the purchaser as at the date of this contract.
- 51.3 If each director of the purchaser has not signed this clause as a guarantor, the vendor may terminate this contract by serving a notice, but only within 14 days after the contract date.
- 51.4 In consideration of the vendor entering into this contract at the guarantor's request, the guarantor guarantees to the vendor:
- 51.4.1 payment of all money payable by the purchaser under this contract; and
 - 51.4.2 the performance of all of the purchaser's other obligations under this contract.
- 51.5 The guarantor:
- 51.5.1 indemnifies the vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the vendor in connection with or arising from any breach or default by the purchaser of its obligations under this contract; and
 - 51.5.2 must pay on demand any money due to the vendor under this indemnity.
- 51.6 The guarantor is jointly and separately liable with the purchaser to the vendor for:
- 51.6.1 the performance by the purchaser of its obligations under this contract; and
 - 51.6.2 any damage incurred by the vendor as a result of the purchaser's failure to perform its obligations under this contract or the termination of this contract by the vendor.
- 51.7 The guarantor must pay to the vendor on written demand by the vendor all expenses incurred by the vendor in respect of the vendor's exercise or attempted exercise of any right under this clause.
- 51.8 If the vendor assigns or transfers the benefit of this contract, the transferee receives the benefit of the guarantor's obligations under this clause.
- 51.9 The guarantor's obligations under this clause are not released, discharged or otherwise affected by:
- 51.9.1 The granting of any time, waiver, covenant not to sue or other indulgence;
 - 51.9.2 the release or discharge of any person;
 - 51.9.3 an arrangement, composition or compromise entered into by the vendor, the purchaser, the guarantor or any other person;

51.9.4 any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the vendor by this contract, a statute, a Court or otherwise;

51.9.5 payment to the vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or

51.9.6 the winding up of the purchaser.

51.10 The deed constituted by this clause binds each party who signs it even if other parties do not, or if the execution by other parties is defective, void or voidable.

51.11 This clause binds the guarantor and the executors, administrators and assigns of the guarantor.

51.12 This clause operates as a deed between the vendor and the guarantor.

EXECUTED as a Deed.

SIGNED SEALED & DELIVERED by

in the presence of:

Signature of Witness

Name of Witness

Signature of guarantor

SIGNED SEALED & DELIVERED by

in the presence of:

Signature of Witness

Name of Witness

Signature of guarantor

SIGNED SEALED & DELIVERED by

in the presence of:

Signature of Witness

Name of Witness

Signature of guarantor

COMMERCIAL REQUISITIONS ON TITLE

Vendor: Moonprint Pty Limited ACN 102 632 664
Purchaser:
Property: 24, 26, 32, 34, 36 & 38 Tapio Street, Dareton
Dated:

Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
 - (a) What is the nature of any tenancy or occupancy?
 - (b) If it is in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) What is the current rent payable?
 - (e) All rent should be paid up to or beyond the date of completion.
 - (f) Please provide details of any bond money held, which money is to be paid to or allowed to the purchaser on completion.
 - (g) If the bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
 - (h) Please provide details of any security deposits and copies of any bank guarantees which are held by the vendor.
 - (i) Appropriate transfer documentation duly signed should be handed over on completion assigning the vendor's interest in the security deposits, bank guarantees and any personal guarantees.
 - (j) Are there any sub-leases? If so, copies should be provided.
 - (k) Please provide details of current insurances held by the tenant over the improvements and/or for public liability and plate glass, in particular the type of the cover, the name of the insurer, the period of the cover and the amount of the cover.
4. Is any tenancy subject to the *Retail Leases Act 1994* (NSW)?
If so:
 - (a) complete copies of the disclosure statements as required by the *Retail Leases Act 1994* (NSW) should be provided;
 - (b) a copy of a certificate given under Section 16(3) of the *Retail Leases Act 1994* (NSW) should be provided or other evidence to confirm that Section 16 would not apply to the lease;
 - (c) is the vendor aware of any provision of the lease which is not enforceable because of a non disclosure in the disclosure statement or any lease which has been entered into in contravention of the *Retail Leases Act 1994* (NSW)?
5. Is any part of the Property affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the *Residential Tenancies Act 2010* (NSW))? If so, please provide details.
6. If any tenancy is subject to the *Residential Tenancies Act 2010* (NSW):
 - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
 - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

Title

7. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations.
8. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion.
9. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
10. When and where may the title documents be inspected?
11.
 - (a) In these requisitions, *personal property, secured party, security agreement, security interest* and *verification certificate* have the same meanings as in the *Personal Property Securities Act 2009* (Cth).
 - (b) Are the inclusions or other items of personal property included in the sale (*inclusions*) subject to a security interest or has the vendor entered into any security agreement in respect of the inclusions and in respect of which the vendor has received, or waived its right to receive, a verification certificate? If so, please provide full details of the property the subject of the security interest, the nature of the security agreement giving rise to the security interest and the full name, address, ACN and/or ABN of the secured party or security agreement counterparty.

- (c) If a security interest has arisen or been granted over the inclusions, the vendor must procure a full release and discharge of that security interest by the secured party to the extent that it relates to the inclusions. Please provide details of whether the release will be a full or partial release of the security interest and confirm the manner in which the release is to be effected (eg. by provision of a duly executed *Deed Poll of Release and Undertaking to Amend Registration* in the form recommended by the Australian Bankers' Association).
12. A depreciation schedule or all details of the written down values of all fixtures, fittings and chattels included in the Property must be provided.
- Rates and taxes**
13. All rates, taxes, levies, other charges and assessments, including land tax, affecting the Property must be paid up to the date of completion and receipts produced.
14. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax?
If so:
- (a) to what year has a return been made?
- (b) what is the taxable value of the Property for land tax purposes for the current year?
15. If any land tax certificate shows a charge for land tax on the land, the vendor must produce evidence at completion that the charge is no longer effective against the land.
- Survey, Building, fencing, etc**
16. Subject to the Contract, survey should be satisfactory and show that the whole of the Property is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
17. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
- 18.
- (a) Have the provisions of the *Local Government Act 1993* (NSW), the *Environmental Planning and Assessment Act 1979* (NSW) and their regulations and instruments or former instruments been complied with?
- (b) Have there been any alterations to improvements since 1959 requiring the consent of the Local Council or other authority? If so, please provide details and evidence of consents.
- (c) Has the vendor a Building Information Certificate or Building Certificate? If so, it should be handed over on completion. Please provide a copy prior to completion.
- (d) Has the vendor a Final Occupation Certificate (as referred to in the former Section 109C of the *Environmental Planning and Assessment Act 1979* (NSW)) or an Occupation Certificate as referred to in Section 6.4 of that Act for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
- (e) Has there been any building work on the Property to which provisions of the *Home Building Act 1989* (NSW) apply? If so, please provide details and state whether the work was done pursuant to an owner/builder permit or by a licensed builder and provide details as to the permit, names of the parties and licence number(s).
19. Has any notice been given or received or has an application been made under the *Encroachment of Buildings Act 1922* (NSW) or are there circumstances which would give rise to a notice or application under that Act in respect of the Property. If the answer is *yes*, please provide full details.
20. Are the improvements affected or have they been previously affected by:
- (a) termite infestation, treatment or repair?
- (b) flooding or dampness of areas below ground levels?
- (c) functional problems with equipment such as air conditioning, roofs or inclinators, pool equipment, building management and security systems?
21. Are there any pipes or structures below the surface of the land which are not disclosed in the Contract?
22. Is there any development approval consent to use the Property which is not disclosed in the Contract?
23. Has all the structural work including any retaining walls been designed by a qualified structural engineer?
24. If the answer to any of Requisitions 20 to 23 is *yes*, please provide full details.
25. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the local council, any water or sewerage authority or any other authority concerning any development on the Property?
26. Is there any planning agreement or other arrangement referred to in Section 7.4 of the *Environmental Planning and Assessment Act 1979* (NSW), (registered or unregistered) affecting the Property. If so please provide details and indicate if there are any proposals for amendment or revocation?
27. Is there a swimming pool in the Property to which the *Swimming Pools Act 1992* (NSW) applies? If so:
- (a) did its installation or construction commence before or after 1 August 1990?
- (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919* (NSW) and *Local Government Act 1993* (NSW)?
- (c) does it comply with the provisions of the *Swimming Pools Act 1992* (NSW) and regulations relating to access? If not, please provide details or the exemptions claimed;
- (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* (NSW) or regulations?
- (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the Contract;
- (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.

- 28.
- (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to Requisition 28(b) is *yes*, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* (NSW)?
29. Are any rainwater downpipes connected to the sewer? If so, they must be disconnected prior to completion.

Use and enjoyment of the Property

- 30.
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use affecting or benefiting the Property other than those disclosed in the Contract? If a licence benefits the Property please provide a copy and indicate:
 - (i) whether there are any existing breaches by any party to it;
 - (ii) whether there are any matters in dispute; and
 - (iii) whether the licensor holds any deposit, bond or guarantee.
 - (b) In relation to such licence:
 - (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
 - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.
 - (c) Have the covenants and restrictions disclosed in the Contract been complied with?
31. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any building line fixed by the Local Council affecting the land?
 - (d) any judgment, order, decree or execution against the vendor or the Property?
 - (e) any suit current, pending or proposed in respect of the Property?
 - (f) any latent defects in the Property?
 - (g) the existence of any contamination in or on the Property including, but not limited to, materials or substances dangerous to health such as asbestos, fibreglass or polyethylene or other flammable or combustible material including cladding? If the property is a building or part of a building to which external combustible cladding has been applied, has the owner provided to the Planning Secretary details of the building and the external combustible cladding and is the building recorded in the Register maintained by the Secretary?
32. Has the vendor any notice or knowledge that the Property is affected by any of the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice, order or proposed order requiring work to be done or money to be spent on the Property or any footpath or road adjoining? Full details of any notice, order or proposed order must be provided. Any notice or order must be complied with prior to completion.
 - (c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, the same must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the Property?
 - (f) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?
 - (g) any charge or liability including liability for restoration of the Property, or proceedings under the *Contaminated Land Management Act 1997* (NSW) or any environment protection legislation (as defined in that Act) or any circumstances which could lead to any such liability, charge or proceedings being commenced?
33. If the answer to any of Requisitions 32(a) to 32(g) is *yes*, please:
- (a) provide full details;
 - (b) advise whether any applicable notice, order, direction, resolution or liability has been fully complied with; and
 - (c) provide full details regarding the extent of any non-compliance.
- 34.
- (a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
 - (b) If so, do any of the connections for such services pass through any adjoining land? If so, it must be shown that the vendor has a right thereto which will vest in the purchaser on completion.
 - (c) Do any service connections for any other property pass through the Property?
35. Has asbestos, fibreglass or other material injurious to health been used in the construction of the Property? If the answer is *yes*, please provide full details.
36. Is the Property required for the purpose of paying a fine or satisfying an order for compensation?
37. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to an easement over any part of the Property?

Warranties and service contracts

38. Please provide copies of any warranty or maintenance or service contract for the Property which is assignable on completion.
39. Please provide details, or copies if available, of any warranty or maintenance or service contract which is not assignable.

Zoning

40. Is the vendor aware of the Property being subject to any existing or proposed instrument or former instruments under the *Environmental Planning and Assessment Act 1979* (NSW) or other restriction on user not disclosed in the Contract? If the answer is *yes*, please provide full details.

Capacity

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

Requisitions and transfer

42. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) should be served on the purchaser at least 7 days prior to completion.
43. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any RW payment.
44. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the power of attorney should be produced and found in order.
45. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
46. Searches, surveys, enquiries and inspection of title documents must prove satisfactory.
47. The purchaser reserves the right to make further requisitions prior to completion.
48. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.

Completion

49. Please confirm that on completion you will hand to us:
- (a) a discharge of any mortgage, a withdrawal of any caveat and removal of any priority notice;
 - (b) the Certificate of Title Folio Identifier;
 - (c) Transfer executed by the vendor;
 - (d) the vendor's copies of all leases and disclosure statements;
 - (e) notices of attornment;
 - (f) all keys in the possession of the vendor;
 - (g) original of any Building Information Certificate or Building Certificate, Survey Report, occupation certificate and swimming pool compliance or non-compliance certificate;
 - (h) instruction manuals and warranties for any plant belonging to the vendor;
 - (i) any third party guarantees together with appropriate assignments;
 - (j) any documents required for the purchaser to have benefit of any bonds;
 - (k) tax invoice;
 - (l) depreciation schedule;
 - (m) any documents required for the purchaser to have good title to any fixtures, fittings or personal property;
 - (n) information or devices necessary for the operation of the security system, air conditioning systems, building management systems, etc;
 - (o) any security deposits or bank guarantees pursuant to any of the leases; and
 - (p) keys and other mechanisms (such as remote control equipment) for access to the premises (internal and external).

Off the plan contract

50. If the Contract is an off the plan contract:
- (a) Is the vendor aware of an inaccuracy in the disclosure statement attached to the Contract? If so, please provide particulars.
 - (b) The vendor should before completion serve on the purchaser a copy of the registered plan and any document that was registered with the plan.
 - (c) Please provide details, if not already given, of the holding of the deposit or any instalment as trust or controlled monies by a real estate agent, licenced conveyancer or law practice.



FOLIO: 6/11/758338

SEARCH DATE	TIME	EDITION NO	DATE
5/5/2021	12:24 PM	3	10/4/2008

LAND

LOT 6 OF SECTION 11 IN DEPOSITED PLAN 758338
AT DARETON
LOCAL GOVERNMENT AREA WENTWORTH
PARISH OF MOURQUONG COUNTY OF WENTWORTH
(FORMERLY KNOWN AS ALLOTMENT 6 OF SECTION 11)
TITLE DIAGRAM CROWN PLAN 6.2797

FIRST SCHEDULE

MOONPRINT PTY LIMITED (T AB761403)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE MEMORANDUM S700000A
- 2 AD881446 LEASE TO JOHN CHRISTOPHER CROWLEY & ROSLYN ANN CROWLEY OF SHOP 1, 24-38 TAPIO STREET, DARETON. EXPIRES: 30/6/2012. OPTION OF RENEWAL: THREE YEARS WITH TWO FURTHER PERIODS OF THREE YEARS.
AD881447 MORTGAGE OF LEASE AD881446 TO BENDIGO BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



**LAND
REGISTRY
SERVICES** **Title Search**

Information Provided Through
PRICE
Ph. 0412434286 Fax.

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 4/11/758338

SEARCH DATE	TIME	EDITION NO	DATE
5/5/2021	12:24 PM	2	12/9/2005

LAND

LOT 4 OF SECTION 11 IN DEPOSITED PLAN 758338
AT DARETON
LOCAL GOVERNMENT AREA WENTWORTH
PARISH OF MOURQUONG COUNTY OF WENTWORTH
(FORMERLY KNOWN AS ALLOTMENT 4 OF SECTION 11)
TITLE DIAGRAM CROWN PLAN 6.2797

FIRST SCHEDULE

MOONPRINT PTY LIMITED (T AB761403)

SECOND SCHEDULE (1 NOTIFICATION)

1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND
CONDITIONS IN FAVOUR OF THE CROWN - SEE MEMORANDUM S700000A

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



**LAND
REGISTRY
SERVICES** **Title Search**
NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

Information Provided Through
PRICE
Ph. 0412434286 Fax.

FOLIO: 3/11/758338

SEARCH DATE	TIME	EDITION NO	DATE
5/5/2021	12:24 PM	2	12/9/2005

LAND

LOT 3 OF SECTION 11 IN DEPOSITED PLAN 758338
AT DARETON
LOCAL GOVERNMENT AREA WENTWORTH
PARISH OF MOURQUONG COUNTY OF WENTWORTH
(FORMERLY KNOWN AS ALLOTMENT 3 OF SECTION 11)
TITLE DIAGRAM CROWN PLAN 6.2797

FIRST SCHEDULE

MOONPRINT PTY LIMITED (T AB761403)

SECOND SCHEDULE (1 NOTIFICATION)

1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND
CONDITIONS IN FAVOUR OF THE CROWN - SEE MEMORANDUM S700000A

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Coomoalla Irrigation Area

Papers 26/15056

PLAN OF ALLOTS 1 TO 8 SEC. II TOWN OF DARETON
 County of Wentworth Parish of Mourquong

Land District of Coomoalla

Western Division

ENCLOSURE

27/

16

WESTERN LAND BOARD

Applied for under the Section of the Crown Lands Consolidation Act, 1923, by
 Within Coomoalla Irrigation Area Proclaimed Gazette 30th May 1924
 Within the boundaries of the Town of Dareton Notified Gaz. 9th October 1924
 Within Wentworth Catchment Area Proclaimed 21st March 1936
 Allots 1 to 8 inc. Sec. II Offered for sale at Public Auction for T.L. Pur. T.L. for Business Purposes Gaz. 1/3/27. Erratum Gaz. 18/3/27
 Allots 1 to 8 inc. Sec. II declared to be available for disposal by tender by way of T.L. or T.P. Gaz. 1st Mar. 1935 W.L.C. 34/15056
 Allotment 1 Section II. Town Land Purchase. Donald Lindsay James Bildstein and Gordon
 Vivian Bildstein. Tender accepted. 9th August 1935. Gaz. 11th Oct. 1935
 Allotment 2 Section II. Ellen Delahoy and Henry Holdsworth Delahoy. Tenders accepted 23rd Aug 1935
 Allotment 3 Section II. Ellen Delahoy and Henry Holdsworth Delahoy. Tenders accepted 23rd May 1935
 Exempt from Operation of Quarry License Gaz. 9th Aug. 35
 Within Municipality of Wentworth Gaz. 30th May 1941
 Allot 8 Sec. II. C. 61. Vol. 6201 E. 29th Rural Bank N.S.W. 4. 10-50
 Within Shire of Wentworth 23rd November 1958



Bearing taken from line AB
 Field Book Vol. 264 Folio 35

Reference to Corners

Corner	Bearing	From	Links	ft. on True

Reference to Traverse

Line	Bearing	Distance

I hereby certify that I in person made and on the 22nd September 1926 completed the survey represented on this plan on which are written the bearings and lengths of the lines measured by me and I declare that the survey has been executed in accordance with the regulations published for the guidance of Licensed Surveyors and the practice of the Department of Lands.

D. E. B. Worsley Licensed Surveyor

Transmitted to the Secretary Western Land Board with my letter of 10th December 1926/3

Voucher No. Passed 512H
 Calculation Book No. 68 Folio 92 by Deane 11/1927
 Checked and Quoted by Deane 11/1927
 Examined by Deane 15/1/27
 Plan approved 17th Jan 1927

J. H. Johnson Chief Draftsman

Scale 80 Feet to an Inch

Standard Tracing Prepared 26/1/1927

at No. Dareton 6 2797

MP 43



" \$700000 "

OFFICE USE ONLY

	of	
\$ No Fee		

MEMORANDUM

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

Insert nature of
document which
will refer to this
memorandum.

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

Clauses are to be
numbered consecutively
from number 1.

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

Adams

Signature of Authorised Officer

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

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

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

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

LODGED BY	REGISTRAR GENERAL
Delivery Box Number	

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

Keane

Registrar General



RP 63



S. 700,000.0.

MEMORANDUM

OFFICE USE ONLY

	of	
\$ No Fee		

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

Insert nature of document which will refer to this memorandum.

To be signed by the authorized officer for the lease, mortgage, charges etc.

Charges are to be numbered consecutively from number 1.

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

[Signature]
Signature of Authorised Officer

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

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

2. Provision for subsidence. WHEREAS -

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

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

THE STANDARD MARGINS, QUALITY OF PAPER AND REGULATION A REAL PROPERTY ACT REGULATIONS, 1970 SHOULD BE MAINTAINED IN THIS FORM AND IN ANY ANNEXURES.

TO BE COMPLETED BY LODGING PARTY

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

LODGED BY REGISTRAR GENERAL,

Delivery Box Number

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

[Signature]
Registrar General



RP 63



S. J. Pearce

MEMORANDUM

OFFICE USE ONLY		
	of	
\$ No Fee		

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

Insert nature of document which will refer to this memorandum.

To be signed by the authorised officer for the lessor, mortgagee, chargee &c.

Clones are to be numbered consecutively from number 1.

THE STANDARD VARIING QUALITY OF PAPER &C. PRESCRIBED BY REGULATION 4, REAL PROPERTY ACT REGULATIONS, 1970 SHOULD BE MAINTAINED IN THIS FORM AND IN ANY ANNEXURES.

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

S. J. Pearce
Signature of Authorised Officer

- The reservation and exception to the Crown of:-
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 - all such parts and so much of the land as may thereafter be required for public ways in over and through the same by the Crown with full power for the Crown and such person or persons as shall be duly authorised in that behalf to make and conduct all such public ways and the right of full and free ingress egress and regress into out of and upon the land for the purpose aforesaid.
- Provision for forfeiture: If the registered proprietor does not pay the rent referred to in the folio of the Register together with any other moneys and any interest on such moneys that may be payable or become payable to the Crown under any Act or does not perform or observe the provisions and conditions referred to in the folio of the Register or any of them then and in such case it shall be lawful for the said land to be forfeited to the Crown.

TO BE COMPLETED BY LODGING PARTY

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

LODGED BY	REGISTRAR GENERAL
Delivery Box Number	

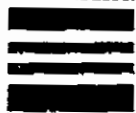
Filed in the Office of the REGISTRAR GENERAL on 16/9/1981.

S. J. Pearce

Registrar General



RP 63



S. 700,000⁰⁰

MEMORANDUM

OFFICE USE ONLY	
of	
\$ No Fee	

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

Insert nature of document which will refer to this memorandum.

To be signed by the authorised officer for the lessor, mortgagee, chargee etc.

Clauses are to be numbered consecutively from number 1.

On behalf of the Registrar General

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

[Signature]

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3. Provision for subsidence. WHEREAS -

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

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

THE STANDARD MARGINS, QUALITY OF PAPER &c, PRESCRIBED BY REGULATION & REAL PROPERTY ACT REGULATIONS, 1979 SHOULD BE MAINTAINED IN THIS FORM AND IN ANY ANNEXURES.

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

LODGED BY	REGISTRAR GENERAL
Delivery Box Number	

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

[Signature]

Registrar General



WENTWORTH SHIRE COUNCIL

WORTH THE DRIVE

26-28 Adelaide Street WENTWORTH NSW 2648
PO Box 81 WENTWORTH NSW 2648 T 03 5027 5027
F 03 5027 5000 E council@wentworth.nsw.gov.au
W www.wentworth.nsw.gov.au ABN 96 283 886 815

Our Reference: DOC/21/10447
Your Reference: 7532
Prepared By: Health & Planning Department
Date: 17 May 2021

Your Reference: 7532

Applicant name: InfoTrack

Applicant address: GPO Box 4029 SYDNEY NSW 2001

Applicant email: ecertificates@infotrack.com.au

Certificate no: 2021-147

Subject land: 24 Tapio Avenue Part Lot 6 DP 758338 - Section 11 Dareton

Date of certificate: 17 May 2021

DISCLAIMER

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

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

1. Names of relevant planning instruments and DCPs	
a) The name of each environmental planning instrument that applies to the carrying out of development on the land.	a) <i>Wentworth Local Environmental Plan 2011</i> applies to this land.
b) The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).	b) See Annexure 1.
c) The name of each development control plan that applies to the carrying out of development on the land.	c) Wentworth Development Control Plan December 2011.
d) In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.	d) Not applicable.
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):	The following information will assist in determining how the subject land may be developed. It is recommended that you read this section in conjunction with a full copy of any relevant environmental planning instrument as there may be additional provisions that affect how the land may be

<p>a) the identity of the zone, whether by reference to a name (such as "Residential Zone" or "Heritage Area") or by reference to a number (such as "Zone No 2 (a)")</p> <p>b) the purposes for which the instrument provides that development may be carried out within the zone without the need for development consent,</p> <p>c) the purposes for which the instrument provides that development may not be carried out within the zone except with development consent,</p> <p>d) the purposes for which the instrument provides that development is prohibited within the zone,</p> <p>e) whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed,</p> <p>f) whether the land includes or comprises critical habitat,</p> <p>g) whether the land is in a conservation area (however described),</p> <p>h) whether an item of environmental heritage (however described) is situated on the land.</p>	<p>developed.</p> <p>a) Wentworth Local Environmental Plan (WLEP) 2011 ZONE: RU5 - Village</p> <p>b) In addition to the controls contained in the <i>Wentworth Local Environmental Plan 2011</i>, State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 sets out further circumstances where development consent will be required for development involving certain types of buildings, the demolition of buildings or the subdivision of land. These circumstances may include development that does not require consent under the <i>Wentworth Local Environmental Plan 2011</i>.</p> <p>c) See Annexure 1.</p> <p>d) See Annexure 1.</p> <p>e) Not applicable.</p> <p>f) No. This information has been sourced from mapping provided by NSW Environment & Heritage.</p> <p>g) No. This information has been sourced from mapping provided by NSW Environment & Heritage.</p> <p>h) No.</p>
<p>3. Complying development</p> <p>a) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i>.</p> <p>b) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of that Policy and the reasons why it may not be carried out under that clause.</p> <p>c) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.</p>	<p>a) Yes The land is land on which complying development may be carried out.</p> <p>b) Not applicable.</p> <p>c) Not applicable.</p>
<p>4. Mine subsidence Whether or not the land is proclaimed to be a mine subsidence district within the meaning of the <i>Coal Mine Subsidence Compensation Act 2017</i>.</p>	<p>Not applicable.</p>
<p>5. Road widening and road realignment</p>	

<p>Whether or not the land is affected by any road widening or road realignment under:</p> <p>a) Division 2 of Part 3 of the <u>Roads Act 1993</u>, or</p> <p>b) any environmental planning instrument, or</p> <p>c) any resolution of the council.</p>	<p>Not applicable.</p>
<p>6. Council and other public authority policies on hazard risk restrictions</p> <p>Whether or not the land is affected by a policy:</p> <p>a) adopted by the council, or</p> <p>b) adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council, that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).</p>	<p>Not applicable.</p>
<p>7A. Flood related development controls information</p> <p>a) Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls.</p> <p>b) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.</p> <p>c) Words and expressions in this clause have the same meanings as in the Standard Instrument.</p>	<p>a) Not applicable.</p> <p>b) Not applicable.</p>
<p>7. Land reserved for acquisition</p> <p>Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.1S of the Act.</p>	<p>Not applicable.</p>
<p>8. Contribution plans</p> <p>The name of each contributions plan applying to the land.</p>	<p>Development Contribution Plan</p>
<p>9A. Biodiversity certified land</p> <p>If the land is biodiversity certified land under Part 8 of the <u>Biodiversity Conservation Act 2016</u>, a statement to that effect.</p> <p>Note: Biodiversity certified land includes land certified under Part 7AA of the <u>Threatened Species Conservation Act 1995</u> that is taken to be certified under Part 8 of the <u>Biodiversity Conservation Act 2016</u>.</p>	<p>Not applicable</p>
<p>9. Biodiversity stewardship sites</p> <p>If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the <u>Biodiversity Conservation Act 2016</u>, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage).</p>	<p>No, Wentworth Shire Council has not been notified of the existence of a biodiversity stewardship agreement by the Office of Environment & Heritage in relation to this property.</p>

<p>Note: Biodiversity stewardship agreements include biobanking agreements under Part 7A of the <u>Threatened Species Conservation Act 1995</u> that are taken to be biodiversity stewardship agreements under Part 5 of the <u>Biodiversity Conservation Act 2016</u>.</p>	
<p>10A. Native vegetation clearing set asides If the land contains a set aside area under section 60ZC of the <u>Local Land Services Act 2013</u>, a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section).</p>	<p>Not applicable.</p>
<p>10. Bush fire prone land If any of the land is bush fire prone land (as defined in the Act), a statement that all or, as the case may be, some of the land is bush fire prone land. If none of the land is bush fire prone land, a statement to that effect.</p>	<p>Not applicable. This information has been sourced from mapping provided by the NSW Rural Fire Service.</p>
<p>11. Property vegetation plans If the land is land to which a property vegetation plan approved under Part 4 of the <u>Native Vegetation Act 2003</u> (and that continues in force) applies, a statement to that effect (but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act).</p>	<p>Not applicable. This information has been sourced from NSW Local Land Services.</p>
<p>12. Orders under <u>Trees (Disputes Between Neighbours) Act 2006</u> Whether an order has been made under the <u>Trees (Disputes Between Neighbours) Act 2006</u> to carry out work in relation to a tree on the land (but only if the council has been notified of the order).</p>	<p>Not applicable</p>
<p>13. Directions under Part 3A If there is a direction by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect, a statement to that effect identifying the provision that does not have effect</p>	<p>No, there is no direction in force from the Minister under Section 75P (2) (c1) in relation to this property.</p>
<p>14. Site compatibility certificates and conditions for seniors housing If the land is land to which <u>State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004</u> applies: a) A statement of whether there is a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include: (i) the period for which the certificate is current, and (ii) that a copy may be obtained from the head office of the Department, and b) A statement setting out any terms of a kind referred to in clause 18 (2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October</p>	<p>Not applicable. Not applicable.</p>

<p>2007 in respect of the land.</p> <p>15. Site compatibility certificates for infrastructure</p> <p>a) A statement of whether there is a valid site compatibility certificate (infrastructure) or site compatibility certificate of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:</p> <p>(i) the period for which the certificate is valid, and</p> <p>(ii) that a copy may be obtained from the head office of the Department.</p>	<p>Council is not aware of any site compatibility certificate for infrastructure applying to this land.</p>
<p>16. Site compatibility certificates and conditions for affordable rental housing</p> <p>a) A statement of whether there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:</p> <p>(i) the period for which the certificate is current, and</p> <p>(ii) that a copy may be obtained from the head office of the Department.</p> <p>b) A statement setting out any terms of a kind referred to in clause 17 (1) or 38 (1) of <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>	<p>Council is not aware of any site compatibility certificate for affordable rental housing applying to this land.</p> <p>Council is not aware of any site compatibility certificate for affordable rental housing applying to this land.</p>
<p>17. Paper subdivision information</p> <p>a) The name of any development plan adopted by a relevant authority applies to the land or that is proposed to be subject to a consent ballot.</p> <p>b) The date of any subdivision order that applies to the land.</p>	<p>Not applicable.</p> <p>Not applicable.</p>
<p>c) Words and expressions used in this clause have the same meaning as they have in Part 16C of the Environmental Planning & Assessment Regulation.</p>	
<p>18. Site verification certificates</p> <p>A statement of whether there is a current site verification certificate, of which the council is aware, in respect of the land and, if there is a certificate, the statement is to include:</p> <p>a) The matter certified by the certificate, and</p> <p>Note: A site verification certificate sets out the Secretary's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land – see Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.</p> <p>b) The date on which the certificate ceases to be current (if any), and</p> <p>c) That a copy may be obtained from the head office of the Department.</p>	<p>Not applicable.</p>
<p>19. Loose-fill asbestos insulation</p> <p>If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the <i>Home Building Act 1989</i>) that are listed on the register that</p>	<p>Not applicable.</p>

is required to be maintained under that Division, a statement to that effect.

20. Affected building notices and building product rectification orders	
(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.	Not applicable.
(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.	Not applicable.
(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> .	
21. Information regarding Contaminated Land as prescribed by section 59 (2) of the Contaminated Lands Management Act 1997	
(a) Is the land to which the certificate relates significantly contaminated land within the meaning of that Act?	No.
(b) Is the land to which the certificate relates subject to a management order within the meaning of that Act?	No.
(c) Is the land to which the certificate relates the subject of an approved voluntary management proposal within the meaning of that Act?	No.
(d) Is the land to which the certificate relates subject to an ongoing maintenance order within the meaning of that Act?	No.
(e) Is the land to which the certificate relates the subject of a site audit statement within the meaning of that Act?	No.

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



Signed: **MATTHEW CARLIN**
DIRECTOR OF HEALTH AND PLANNING
under delegation on behalf of the Shire of Wentworth

Contact: T 03 5027 5027
E council@wentworth.nsw.gov.au
W wentworth.nsw.gov.au

26-28 Adelaide Street WENTWORTH NSW 2648
PO Box 81 WENTWORTH NSW 2648
ABN 96 283 886 815

**ANNEXURE 1 TO CERTIFICATE PURSUANT TO SECTION 10.7(1) OF THE ENVIRONMENTAL
PLANNING & ASSESSMENT ACT 1979
RU5 Village Zone as at 16 December 2011**

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

(a) **STATE ENVIRONMENTAL PLANNING POLICIES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) **REGIONAL ENVIRONMENTAL PLANS**

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

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

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

1. Objectives of zone

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

2. Permitted without consent

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

3. Permitted with consent

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

4. Prohibited

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

WENTWORTH SHIRE COUNCIL

WORTH THE DRIVE

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Our Reference: DOC/21/10397
Your Reference: 7532
Prepared By: Health & Planning Department
Date: 17 May 2021

Your Reference: 7532

Applicant name: InfoTrack

Applicant address: GPO Box 4029 SYDNEY NSW 2001

Applicant email: ecertificates@infotrack.com.au

Certificate no: 2021-141

Subject land: 26 Tapio Avenue Part Lot 6 DP 758338 Section 11 Dareton

Date of certificate: 17 May 2021

DISCLAIMER

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

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

1. Names of relevant planning instruments and DCPs

- a) The name of each environmental planning instrument that applies to the carrying out of development on the land.
- b) The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).
- c) The name of each development control plan that applies to the carrying out of development on the land.
- d) In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.

- a) *Wentworth Local Environmental Plan 2011* applies to this land.
- b) See Annexure 1.
- c) Wentworth Development Control Plan December 2011.
- d) Not applicable.

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):

The following information will assist in determining how the subject land may be developed. It is recommended that you read this section in conjunction with a full copy of any relevant environmental planning instrument as there may be additional provisions that affect how the land may be developed.

<ul style="list-style-type: none"> 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)") b) the purposes for which the instrument provides that development may be carried out within the zone without the need for development consent, c) the purposes for which the instrument provides that development may not be carried out within the zone except with development consent, d) the purposes for which the instrument provides that development is prohibited within the zone, 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, f) whether the land includes or comprises critical habitat, g) whether the land is in a conservation area (however described), h) whether an item of environmental heritage (however described) is situated on the land. 	<ul style="list-style-type: none"> a) Wentworth Local Environmental Plan (WLEP) 2011 ZONE: RU5 - Village b) In addition to the controls contained in the <i>Wentworth Local Environmental Plan 2011</i>, State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 sets out further circumstances where development consent will be required for development involving certain types of buildings, the demolition of buildings or the subdivision of land. These circumstances may include development that does not require consent under the <i>Wentworth Local Environmental Plan 2011</i>. c) See Annexure 1. d) See Annexure 1. e) No Applicable. f) No. This information has been sourced from mapping provided by NSW Environment & Heritage. g) No. This information has been sourced from mapping provided by NSW Environment & Heritage. h) No.
<p>3. Complying development</p> <ul style="list-style-type: none"> a) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of <u><i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i></u>. b) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of that Policy and the reasons why it may not be carried out under that clause. c) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land. 	<ul style="list-style-type: none"> a) Yes - The land is land on which complying development may be carried out. b) Not applicable. c) Not applicable.
<p>4. Mine subsidence Whether or not the land is proclaimed to be a mine subsidence district within the meaning of the <u><i>Coal</i></u></p>	<p>Not applicable.</p>

<u>Mine Subsidence Compensation Act 2017.</u>	
<p>5. Road widening and road realignment Whether or not the land is affected by any road widening or road realignment under:</p> <p>a) Division 2 of Part 3 of the <u>Roads Act 1993</u>, or b) any environmental planning instrument, or c) any resolution of the council.</p>	Not applicable.
<p>6. Council and other public authority policies on hazard risk restrictions Whether or not the land is affected by a policy:</p> <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>	Not applicable.
<p>7A. Flood related development controls information</p> <p>a) Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls.</p> <p>b) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.</p> <p>c) Words and expressions in this clause have the same meanings as in the Standard Instrument.</p>	<p>a) Not applicable.</p> <p>b) Not applicable.</p>
<p>7. Land reserved for acquisition Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.</p>	Not applicable.
<p>8. Contribution plans The name of each contributions plan applying to the land.</p>	Development Contribution Plan
<p>9A. Biodiversity certified land If the land is biodiversity certified land under Part 8 of the <u>Biodiversity Conservation Act 2016</u>, a statement to that effect. Note: Biodiversity certified land includes land certified under Part 7AA of the <u>Threatened Species Conservation Act 1995</u> that is taken to be certified under Part 8 of the <u>Biodiversity Conservation Act 2016</u>.</p>	Not applicable.
<p>9. Biodiversity stewardship sites If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the <u>Biodiversity Conservation Act 2016</u>, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage).</p>	No, Wentworth Shire Council has not been notified of the existence of a biodiversity stewardship agreement by the Office of Environment & Heritage in relation to this property.

<p>Note: Biodiversity stewardship agreements include biobanking agreements under Part 7A of the <u>Threatened Species Conservation Act 1995</u> that are taken to be biodiversity stewardship agreements under Part 5 of the <u>Biodiversity Conservation Act 2016</u>.</p>	
<p>10A. Native vegetation clearing set asides If the land contains a set aside area under section 60ZC of the <u>Local Land Services Act 2013</u>, a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section).</p>	<p>Not applicable.</p>
<p>10. Bush fire prone land If any of the land is bush fire prone land (as defined in the Act), a statement that all or, as the case may be, some of the land is bush fire prone land. If none of the land is bush fire prone land, a statement to that effect.</p>	<p>Not applicable. This information has been sourced from mapping provided by the NSW Rural Fire Service.</p>
<p>11. Property vegetation plans If the land is land to which a property vegetation plan approved under Part 4 of the <u>Native Vegetation Act 2003</u> (and that continues in force) applies, a statement to that effect (but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act).</p>	<p>Not applicable. This information has been sourced from NSW Local Land Services.</p>
<p>12. Orders under <u>Trees (Disputes Between Neighbours) Act 2006</u> Whether an order has been made under the <u>Trees (Disputes Between Neighbours) Act 2006</u> to carry out work in relation to a tree on the land (but only if the council has been notified of the order).</p>	<p>Not applicable.</p>
<p>13. Directions under Part 3A If there is a direction by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect, a statement to that effect identifying the provision that does not have effect</p>	<p>No, there is no direction in force from the Minister under Section 75P (2) (c1) in relation to this property.</p>
<p>14. Site compatibility certificates and conditions for seniors housing If the land is land to which <u>State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004</u> applies:</p> <p>a) A statement of whether there is a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:</p> <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 <p>b) A statement setting out any terms of a kind referred to in clause 18 (2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October</p>	<p>Not applicable.</p> <p>Not applicable.</p>

2007 in respect of the land.	
<p>15. Site compatibility certificates for infrastructure</p> <p>a) A statement of whether there is a valid site compatibility certificate (infrastructure) or site compatibility certificate of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:</p> <p>(i) the period for which the certificate is valid, and</p> <p>(ii) that a copy may be obtained from the head office of the Department.</p>	Council is not aware of any site compatibility certificate for infrastructure applying to this land.
<p>16. Site compatibility certificates and conditions for affordable rental housing</p> <p>a) A statement of whether there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:</p> <p>(i) the period for which the certificate is current, and</p> <p>(ii) that a copy may be obtained from the head office of the Department.</p> <p>b) A statement setting out any terms of a kind referred to in clause 17 (1) or 38 (1) of <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>	<p>Council is not aware of any site compatibility certificate for affordable rental housing applying to this land.</p> <p>Council is not aware of any site compatibility certificate for affordable rental housing applying to this land.</p>
<p>17. Paper subdivision information</p> <p>a) The name of any development plan adopted by a relevant authority applies to the land or that is proposed to be subject to a consent ballot.</p> <p>b) The date of any subdivision order that applies to the land.</p> <p>c) Words and expressions used in this clause have the same meaning as they have in Part 16C of the Environmental Planning & Assessment Regulation.</p>	<p>Not applicable.</p> <p>Not applicable.</p>
<p>18. Site verification certificates</p> <p>A statement of whether there is a current site verification certificate, of which the council is aware, in respect of the land and, if there is a certificate, the statement is to include:</p> <p>a) The matter certified by the certificate, and</p> <p>Note: A site verification certificate sets out the Secretary's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land – see Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.</p> <p>b) The date on which the certificate ceases to be current (if any), and</p> <p>c) That a copy may be obtained from the head office of the Department.</p>	Not applicable.
<p>19. Loose-fill asbestos insulation</p> <p>If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the <i>Home</i></p>	Not applicable.

<p><i>Building Act 1989</i>) that are listed on the register that is required to be maintained under that Division, a statement to that effect.</p>	
<p>20. Affected building notices and building product rectification orders</p>	
<p>(1) A statement of whether there is any affected building notice of which the council is aware that is in force in respect of the land.</p>	<p>Not applicable.</p>
<p>(2) A statement of:</p> <p>a) Whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and</p> <p>b) Whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.</p>	<p>Not applicable.</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>21. Information regarding Contaminated Land as prescribed by section 59 (2) of the Contaminated Lands Management Act 1997</p>	
<p>(a) Is the land to which the certificate relates significantly contaminated land within the meaning of that Act?</p>	<p>No</p>
<p>(b) Is the land to which the certificate relates subject to a management order within the meaning of that Act?</p>	<p>No</p>
<p>(c) Is the land to which the certificate relates the subject of an approved voluntary management proposal within the meaning of that Act?</p>	<p>No</p>
<p>(d) Is the land to which the certificate relates subject to an ongoing maintenance order within the meaning of that Act?</p>	<p>No.</p>
<p>(e) Is the land to which the certificate relates the subject of a site audit statement within the meaning of that Act?</p>	<p>No</p>

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



Signed: MATTHEW CARLIN
DIRECTOR OF HEALTH AND PLANNING
 under delegation on behalf of the Shire of Wentworth

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

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

(a) **STATE ENVIRONMENTAL PLANNING POLICIES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) **REGIONAL ENVIRONMENTAL PLANS**

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

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

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

1. Objectives of zone

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

2. Permitted without consent

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

3. Permitted with consent

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

4. Prohibited

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

WENTWORTH SHIRE COUNCIL

WORTH THE DRIVE

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Our Reference: DOC/21/10397
Your Reference: 7532
Prepared By: Health & Planning Department
Date: 17 May 2021

Your Reference: 7532

Applicant name: InfoTrack

Applicant address: GPO Box 4029 SYDNEY NSW 2001

Applicant email: ecertificates@infotrack.com.au

Certificate no: 2021-142

Subject land: 32 Tapio Avenue Part Lot 4 DP 758338 - Section 11 Dareton

Date of certificate: 17 May 2021

DISCLAIMER

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

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

1. Names of relevant planning instruments and DCPs	
a) The name of each environmental planning instrument that applies to the carrying out of development on the land.	a) <i>Wentworth Local Environmental Plan 2011</i> applies to this land.
b) The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).	b) See Annexure 1.
c) The name of each development control plan that applies to the carrying out of development on the land.	c) Wentworth Development Control Plan December 2011.
d) In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.	d) Not applicable.
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	The following information will assist in determining how the subject land may be developed. It is recommended that you read this section in conjunction with a full copy of any relevant environmental planning instrument as there may

<p>in any zone (however described):</p> <p>a) the identity of the zone, whether by reference to a name (such as "Residential Zone" or "Heritage Area") or by reference to a number (such as "Zone No 2 (a)")</p> <p>b) the purposes for which the instrument provides that development may be carried out within the zone without the need for development consent,</p> <p>c) the purposes for which the instrument provides that development may not be carried out within the zone except with development consent,</p> <p>d) the purposes for which the instrument provides that development is prohibited within the zone,</p> <p>e) whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed,</p> <p>f) whether the land includes or comprises critical habitat,</p> <p>g) whether the land is in a conservation area (however described),</p> <p>h) whether an item of environmental heritage (however described) is situated on the land.</p>	<p>be additional provisions that affect how the land may be developed.</p> <p>a) Wentworth Local Environmental Plan (WLEP) 2011 ZONE: RU5 - Village</p> <p>b) In addition to the controls contained in the <i>Wentworth Local Environmental Plan 2011</i>, State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 sets out further circumstances where development consent will be required for development involving certain types of buildings, the demolition of buildings or the subdivision of land. These circumstances may include development that does not require consent under the <i>Wentworth Local Environmental Plan 2011</i>.</p> <p>c) See Annexure 1.</p> <p>d) See Annexure 1.</p> <p>e) Not applicable.</p> <p>f) No. This information has been sourced from mapping provided by NSW Environment & Heritage.</p> <p>g) No. This information has been sourced from mapping provided by NSW Environment & Heritage.</p> <p>h) No.</p>
<p>3. Complying development</p> <p>a) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i>.</p> <p>b) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of that Policy and the reasons why it may not be carried out under that clause.</p> <p>c) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.</p>	<p>a) Yes - The land is land on which complying development may be carried out.</p> <p>b) Not applicable.</p> <p>c) Not applicable.</p>
<p>4. Mine subsidence Whether or not the land is proclaimed to be a mine</p>	<p>Not applicable.</p>

<p>subsidence district within the meaning of the <u>Coal Mine Subsidence Compensation Act 2017</u>.</p>	
<p>5. Road widening and road realignment Whether or not the land is affected by any road widening or road realignment under: a) Division 2 of Part 3 of the <u>Roads Act 1993</u>, or b) any environmental planning instrument, or c) any resolution of the council.</p>	<p>Not applicable.</p>
<p>6. Council and other public authority policies on hazard risk restrictions Whether or not the land is affected by a policy: a) adopted by the council, or b) adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council, that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).</p>	<p>Not applicable.</p>
<p>7A. Flood related development controls information a) Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls. b) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls. c) Words and expressions in this clause have the same meanings as in the Standard Instrument.</p>	<p>a) Not applicable. b) Not applicable.</p>
<p>7. Land reserved for acquisition Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.</p>	<p>Not applicable.</p>
<p>8. Contribution plans The name of each contributions plan applying to the land.</p>	<p>Development Contribution Plan</p>
<p>9A. Biodiversity certified land If the land is biodiversity certified land under Part 8 of the <u>Biodiversity Conservation Act 2016</u>, a statement to that effect. Note: Biodiversity certified land includes land certified under Part 7AA of the <u>Threatened Species Conservation Act 1995</u> that is taken to be certified under Part 8 of the <u>Biodiversity Conservation Act 2016</u>.</p>	<p>Not applicable.</p>
<p>9. Biodiversity stewardship sites If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the <u>Biodiversity Conservation Act 2016</u>, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage).</p>	<p>No, Wentworth Shire Council has not been notified of the existence of a biodiversity stewardship agreement by the Office of Environment & Heritage in relation to this property.</p>

<p>Note: Biodiversity stewardship agreements include biobanking agreements under Part 7A of the <u>Threatened Species Conservation Act 1995</u> that are taken to be biodiversity stewardship agreements under Part 5 of the <u>Biodiversity Conservation Act 2016</u>.</p>	
<p>10A. Native vegetation clearing set asides If the land contains a set aside area under section 60ZC of the <u>Local Land Services Act 2013</u>, a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section).</p>	<p>Not applicable.</p>
<p>10. Bush fire prone land If any of the land is bush fire prone land (as defined in the Act), a statement that all or, as the case may be, some of the land is bush fire prone land. If none of the land is bush fire prone land, a statement to that effect.</p>	<p>Not applicable. This information has been sourced from mapping provided by the NSW Rural Fire Service.</p>
<p>11. Property vegetation plans If the land is land to which a property vegetation plan approved under Part 4 of the <u>Native Vegetation Act 2003</u> (and that continues in force) applies, a statement to that effect (but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act).</p>	<p>Not applicable. This information has been sourced from NSW Local Land Services.</p>
<p>12. Orders under Trees (Disputes Between Neighbours) Act 2006 Whether an order has been made under the <u>Trees (Disputes Between Neighbours) Act 2006</u> to carry out work in relation to a tree on the land (but only if the council has been notified of the order).</p>	<p>Not applicable.</p>
<p>13. Directions under Part 3A If there is a direction by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect, a statement to that effect identifying the provision that does not have effect</p>	<p>No, there is no direction in force from the Minister under Section 75P (2) (c1) in relation to this property.</p>
<p>14. Site compatibility certificates and conditions for seniors housing If the land is land to which <u>State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004</u> applies:</p> <p>a) A statement of whether there is a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:</p> <p>(i) the period for which the certificate is current, and</p> <p>(ii) that a copy may be obtained from the head office of the Department, and</p> <p>b) A statement setting out any terms of a kind referred to in clause 18 (2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.</p>	<p>Not applicable.</p> <p>Not applicable.</p>

<p>15. Site compatibility certificates for infrastructure</p> <p>a) A statement of whether there is a valid site compatibility certificate (infrastructure) or site compatibility certificate of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:</p> <p>(i) the period for which the certificate is valid, and</p> <p>(ii) that a copy may be obtained from the head office of the Department.</p>	<p>Council is not aware of any site compatibility certificate for infrastructure applying to this land.</p>
<p>16. Site compatibility certificates and conditions for affordable rental housing</p> <p>a) A statement of whether there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:</p> <p>(i) the period for which the certificate is current, and</p> <p>(ii) that a copy may be obtained from the head office of the Department.</p> <p>b) A statement setting out any terms of a kind referred to in clause 17 (1) or 38 (1) of <u>State Environmental Planning Policy (Affordable Rental Housing) 2009</u> that have been imposed as a condition of consent to a development application in respect of the land</p>	<p>Council is not aware of any site compatibility certificate for affordable rental housing applying to this land.</p> <p>Council is not aware of any site compatibility certificate for affordable rental housing applying to this land.</p>
<p>17. Paper subdivision information</p> <p>a) The name of any development plan adopted by a relevant authority applies to the land or that is proposed to be subject to a consent ballot.</p> <p>b) The date of any subdivision order that applies to the land.</p> <p>c) Words and expressions used in this clause have the same meaning as they have in Part 16C of the Environmental Planning & Assessment Regulation.</p>	<p>Not applicable.</p> <p>Not applicable.</p>
<p>18. Site verification certificates</p> <p>A statement of whether there is a current site verification certificate, of which the council is aware, in respect of the land and, if there is a certificate, the statement is to include:</p> <p>a) The matter certified by the certificate, and</p> <p>Note: A site verification certificate sets out the Secretary's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land – see Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.</p> <p>b) The date on which the certificate ceases to be current (if any), and</p> <p>c) That a copy may be obtained from the head office of the Department.</p>	<p>Not applicable.</p>
<p>19. Loose-fill asbestos insulation</p> <p>If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the <u>Home Building Act 1989</u>) that are listed on the register that</p>	<p>Not applicable.</p>

is required to be maintained under that Division, a statement to that effect.	
20. Affected building notices and building product rectification orders	
(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.	Not applicable.
(2) A statement of: <ul style="list-style-type: none"> 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. 	Not applicable.
(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>	
21. Information regarding Contaminated Land as prescribed by section 59 (2) of the Contaminated Lands Management Act 1997	
(a) Is the land to which the certificate relates significantly contaminated land within the meaning of that Act?	No.
(b) Is the land to which the certificate relates subject to a management order within the meaning of that Act?	No.
(c) Is the land to which the certificate relates the subject of an approved voluntary management proposal within the meaning of that Act?	No.
(d) Is the land to which the certificate relates subject to an ongoing maintenance order within the meaning of that Act?	No.
(e) Is the land to which the certificate relates the subject of a site audit statement within the meaning of that Act?	No.

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



Signed: **MATTHEW CARLIN**
DIRECTOR OF HEALTH AND PLANNING
under delegation on behalf of the Shire of Wentworth

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**ANNEXURE 1 TO CERTIFICATE PURSUANT TO SECTION 10.7(1) OF THE ENVIRONMENTAL
PLANNING & ASSESSMENT ACT 1979
RU5 Village Zone as at 16 December 2011**

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

(a) **STATE ENVIRONMENTAL PLANNING POLICIES**

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

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

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

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

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

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

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

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

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

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

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

(b) **REGIONAL ENVIRONMENTAL PLANS**

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

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

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

1. Objectives of zone

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

2. Permitted without consent

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

3. Permitted with consent

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

4. Prohibited

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

WENTWORTH SHIRE COUNCIL

WORTH THE DRIVE

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Our Reference: Doc/21/10826
Your Reference: 7532
Prepared By: Health & Planning Department
Date: 20 May 2021

Your Reference: 7532

Applicant name: InfoTrack

Applicant address: GPO Box 4029SYDNEY NSW 2001

Applicant email: ecertificates@infotrack.com.au

Certificate no: 2021-148

Subject land: 34 Tapio Avenue Part Lot 4 DP 758338 - Section 11 Dareton

Date of certificate: 20 May 2021

DISCLAIMER

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

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

<p>1. Names of relevant planning instruments and DCPs</p> <p>a) The name of each environmental planning instrument that applies to the carrying out of development on the land.</p> <p>b) The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).</p> <p>c) The name of each development control plan that applies to the carrying out of development on the land.</p> <p>d) In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.</p>	<p>a) <i>Wentworth Local Environmental Plan 2011</i> applies to this land.</p> <p>b) See Annexure 1.</p> <p>c) Wentworth Development Control Plan December 2011.</p> <p>d) Not applicable.</p>
<p>2. Zoning and land use under relevant LEPs</p> <p>For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described):</p>	<p>The following information will assist in determining how the subject land may be developed. It is recommended that you read this section in conjunction with a full copy of any relevant environmental planning instrument as there may be additional provisions that affect how the land may be</p>

<p>a) the identity of the zone, whether by reference to a name (such as "Residential Zone" or "Heritage Area") or by reference to a number (such as "Zone No 2 (a)")</p> <p>b) the purposes for which the instrument provides that development may be carried out within the zone without the need for development consent,</p> <p>c) the purposes for which the instrument provides that development may not be carried out within the zone except with development consent,</p> <p>d) the purposes for which the instrument provides that development is prohibited within the zone,</p> <p>e) whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed,</p> <p>f) whether the land includes or comprises critical habitat,</p> <p>g) whether the land is in a conservation area (however described),</p> <p>h) whether an item of environmental heritage (however described) is situated on the land.</p>	<p>developed.</p> <p>a) Wentworth Local Environmental Plan (WLEP) 2011 ZONE: RU5 - Village</p> <p>b) In addition to the controls contained in the <i>Wentworth Local Environmental Plan 2011</i>, State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 sets out further circumstances where development consent will be required for development involving certain types of buildings, the demolition of buildings or the subdivision of land. These circumstances may include development that does not require consent under the <i>Wentworth Local Environmental Plan 2011</i>.</p> <p>c) See Annexure 1.</p> <p>d) See Annexure 1.</p> <p>e) No applicable.</p> <p>f) No. This information has been sourced from mapping provided by NSW Environment & Heritage.</p> <p>g) No. This information has been sourced from mapping provided by NSW Environment & Heritage.</p> <p>h) No.</p>
<p>3. Complying development</p> <p>a) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i>.</p> <p>b) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of that Policy and the reasons why it may not be carried out under that clause.</p> <p>c) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.</p>	<p>a) Yes - The land is land on which complying development may be carried out.</p> <p>b) Not applicable.</p> <p>c) Not applicable.</p>
<p>4. Mine subsidence</p> <p>Whether or not the land is proclaimed to be a mine subsidence district within the meaning of the <i>Coal</i></p>	<p>Not applicable.</p>

<i>Mine Subsidence Compensation Act 2017.</i>	
<p>5. Road widening and road realignment</p> <p>Whether or not the land is affected by any road widening or road realignment under:</p> <p>a) Division 2 of Part 3 of the <u>Roads Act 1993</u>, or</p> <p>b) any environmental planning instrument, or</p> <p>c) any resolution of the council.</p>	Not applicable.
<p>6. Council and other public authority policies on hazard risk restrictions</p> <p>Whether or not the land is affected by a policy:</p> <p>a) adopted by the council, or</p> <p>b) adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council, that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).</p>	Not applicable.
<p>7A. Flood related development controls information</p> <p>a) Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls.</p> <p>b) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.</p> <p>c) Words and expressions in this clause have the same meanings as in the Standard Instrument.</p>	<p>a) Not applicable.</p> <p>b) Not applicable.</p>
<p>7. Land reserved for acquisition</p> <p>Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.</p>	Not applicable.
<p>8. Contribution plans</p> <p>The name of each contributions plan applying to the land.</p>	Development Contribution Plan
<p>9A. Biodiversity certified land</p> <p>If the land is biodiversity certified land under Part 8 of the <u>Biodiversity Conservation Act 2016</u>, a statement to that effect.</p> <p>Note: Biodiversity certified land includes land certified under Part 7AA of the <u>Threatened Species Conservation Act 1995</u> that is taken to be certified under Part 8 of the <u>Biodiversity Conservation Act 2016</u>.</p>	Not applicable.
<p>9. Biodiversity stewardship sites</p> <p>If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of</p>	No, Wentworth Shire Council has not been notified of the existence of a biodiversity stewardship agreement by the

<p>the <u>Biodiversity Conservation Act 2016</u>, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage).</p> <p>Note: Biodiversity stewardship agreements include biobanking agreements under Part 7A of the <u>Threatened Species Conservation Act 1995</u> that are taken to be biodiversity stewardship agreements under Part 5 of the <u>Biodiversity Conservation Act 2016</u>.</p>	<p>Office of Environment & Heritage in relation to this property.</p>
<p>10A. Native vegetation clearing set asides If the land contains a set aside area under section 60ZC of the <u>Local Land Services Act 2013</u>, a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section).</p>	<p>Not applicable.</p>
<p>10. Bush fire prone land If any of the land is bush fire prone land (as defined in the Act), a statement that all or, as the case may be, some of the land is bush fire prone land. If none of the land is bush fire prone land, a statement to that effect.</p>	<p>Not applicable. This information has been sourced from mapping provided by the NSW Rural Fire Service.</p>
<p>11. Property vegetation plans If the land is land to which a property vegetation plan approved under Part 4 of the <u>Native Vegetation Act 2003</u> (and that continues in force) applies, a statement to that effect (but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act).</p>	<p>Not applicable. This information has been sourced from NSW Local Land Services.</p>
<p>12. Orders under Trees (Disputes Between Neighbours) Act 2006 Whether an order has been made under the <u>Trees (Disputes Between Neighbours) Act 2006</u> to carry out work in relation to a tree on the land (but only if the council has been notified of the order).</p>	<p>Not applicable.</p>
<p>13. Directions under Part 3A If there is a direction by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect, a statement to that effect identifying the provision that does not have effect</p>	<p>No, there is no direction in force from the Minister under Section 75P (2) (c1) in relation to this property.</p>
<p>14. Site compatibility certificates and conditions for seniors housing If the land is land to which <u>State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004</u> applies: a) A statement of whether there is a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include: (i) the period for which the certificate is current,</p>	<p>Not applicable.</p>

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

<p>b) The date on which the certificate ceases to be current (if any), and</p> <p>c) That a copy may be obtained from the head office of the Department.</p>	
<p>19. Loose-fill asbestos insulation</p> <p>If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the <i>Home Building Act 1989</i>) that are listed on the register that is required to be maintained under that Division, a statement to that effect.</p>	<p>Not applicable.</p>
<p>20. Affected building notices and building product rectification orders</p> <p>(1) A statement of whether there is any affected building notice of which the council is aware that is in force in respect of the land.</p> <p>(2) A statement of:</p> <p>a) Whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and</p> <p>b) Whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.</p>	<p>Not applicable.</p> <p>Not applicable.</p>
<p>(3) In this clause:</p> <p>Affected building notice has the same meaning as in Part 4 of the <i>Building Products (Safety) Act 2017</i>.</p> <p>Building product rectification order has the same meaning as in the <i>Building Products (Safety) Act 2017</i>.</p>	
<p>21. Information regarding Contaminated Land as prescribed by section 59 (2) of the Contaminated Lands Management Act 1997</p> <p>(a) Is the land to which the certificate relates significantly contaminated land within the meaning of that Act?</p> <p>(b) Is the land to which the certificate relates subject to a management order within the meaning of that Act?</p> <p>(c) Is the land to which the certificate relates the subject of an approved voluntary management proposal within the meaning of that Act?</p> <p>(d) Is the land to which the certificate relates subject to an ongoing maintenance order within the meaning of that Act?</p> <p>(e) Is the land to which the certificate relates the subject of a site audit statement within the meaning of that Act?</p>	<p>No.</p> <p>No.</p> <p>No.</p> <p>No.</p> <p>No.</p>

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



Signed: **MATTHEW CARLIN**
DIRECTOR OF HEALTH AND PLANNING
under delegation on behalf of the Shire of Wentworth

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

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

(a) **STATE ENVIRONMENTAL PLANNING POLICIES**

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

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

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

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

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

No 64 - Advertising and Signage - Aims to ensure that outdoor advertising is compatible with the desired amenity and visual character of an area, provides effective communication in suitable locations and is of high quality design and finish. The SEPP was amended in August 2007 to permit and regulate outdoor advertising

in transport corridors (e.g. freeways, tollways and rail corridors). The amended SEPP also aims to ensure that public benefits may be derived from advertising along and adjacent to transport corridors. [Transport Corridor Outdoor Advertising and Signage Guidelines](#) (DOP July 2007) provides information on design criteria, road safety and public benefit requirements for SEPP 64 development applications.

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

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

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

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

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

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

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

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

(b) **REGIONAL ENVIRONMENTAL PLANS**

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

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

1. Objectives of zone

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

2. Permitted without consent

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

3. Permitted with consent

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

4. Prohibited

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

WENTWORTH SHIRE COUNCIL

WORTH THE DRIVE

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Our Reference: DOC/21/10842
Your Reference: 7532
Prepared By: Health & Planning Department
Date: 21 May 2021

Your Reference: 7532

Applicant name: InfoTrack

Applicant address: GPO Box 4029SYDNEY NSW 2001

Applicant email: ecertificates@infotrack.com.au

Certificate no: 2021-149

Subject land: 36 Tapio Avenue Part Lot 3 DP 758338 Section 11 DARETON

Date of certificate: 21 May 2021

DISCLAIMER

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

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

<p>1. Names of relevant planning instruments and DCPs</p> <p>a) The name of each environmental planning instrument that applies to the carrying out of development on the land.</p> <p>b) The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).</p> <p>c) The name of each development control plan that applies to the carrying out of development on the land.</p> <p>d) In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.</p>	<p>a) <i>Wentworth Local Environmental Plan 2011</i> applies to this land.</p> <p>b) See Annexure 1.</p> <p>c) Wentworth Development Control Plan December 2011.</p> <p>d) Not applicable</p>
<p>2. Zoning and land use under relevant LEPs</p> <p>For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described):</p>	<p>The following information will assist in determining how the subject land may be developed. It is recommended that you read this section in conjunction with a full copy of any relevant environmental planning instrument as there may be additional provisions that affect how the land may be</p>

<p>a) the identity of the zone, whether by reference to a name (such as “Residential Zone” or “Heritage Area”) or by reference to a number (such as “Zone No 2 (a)”)</p> <p>b) the purposes for which the instrument provides that development may be carried out within the zone without the need for development consent,</p> <p>c) the purposes for which the instrument provides that development may not be carried out within the zone except with development consent,</p> <p>d) the purposes for which the instrument provides that development is prohibited within the zone,</p> <p>e) whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed,</p> <p>f) whether the land includes or comprises critical habitat,</p> <p>g) whether the land is in a conservation area (however described),</p> <p>h) whether an item of environmental heritage (however described) is situated on the land.</p>	<p>developed.</p> <p>a) Wentworth Local Environmental Plan (WLEP) 2011 ZONE: RUS - Village</p> <p>b) In addition to the controls contained in the <i>Wentworth Local Environmental Plan 2011</i>, State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 sets out further circumstances where development consent will be required for development involving certain types of buildings, the demolition of buildings or the subdivision of land. These circumstances may include development that does not require consent under the <i>Wentworth Local Environmental Plan 2011</i>.</p> <p>c) See Annexure 1.</p> <p>d) See Annexure 1.</p> <p>e) Not applicable.</p> <p>f) Yes/No. This information has been sourced from mapping provided by NSW Environment & Heritage.</p> <p>g) Yes/No. This information has been sourced from mapping provided by NSW Environment & Heritage.</p> <p>h) Click here to enter text.</p>
<p>3. Complying development</p> <p>a) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of <u><i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i></u>.</p> <p>b) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of that Policy and the reasons why it may not be carried out under that clause.</p> <p>c) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.</p>	<p>a) Yes - The land is land on which complying development may be carried out.</p> <p>b) Not applicable.</p> <p>c) Not applicable.</p>
<p>4. Mine subsidence Whether or not the land is proclaimed to be a mine subsidence district within the meaning of the <u><i>Coal Mine Subsidence Compensation Act 2017</i></u>.</p>	<p>Not applicable.</p>
<p>5. Road widening and road realignment</p>	

<p>Whether or not the land is affected by any road widening or road realignment under:</p> <p>a) Division 2 of Part 3 of the <i>Roads Act 1993</i>, or</p> <p>b) any environmental planning instrument, or</p> <p>c) any resolution of the council.</p>	<p>Not applicable.</p>
<p>6. Council and other public authority policies on hazard risk restrictions</p> <p>Whether or not the land is affected by a policy:</p> <p>a) adopted by the council, or</p> <p>b) adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council, that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).</p>	<p>Not applicable.</p>
<p>7A. Flood related development controls information</p> <p>a) Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls.</p> <p>b) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.</p> <p>c) Words and expressions in this clause have the same meanings as in the Standard Instrument.</p>	<p>a) Not applicable.</p> <p>b) Not applicable.</p>
<p>7. Land reserved for acquisition</p> <p>Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.</p>	<p>Not applicable.</p>
<p>8. Contribution plans</p> <p>The name of each contributions plan applying to the land.</p>	<p>Development Contribution Plan.</p>
<p>9A. Biodiversity certified land</p> <p>If the land is biodiversity certified land under Part 8 of the <i>Biodiversity Conservation Act 2016</i>, a statement to that effect.</p> <p>Note: Biodiversity certified land includes land certified under Part 7AA of the <i>Threatened Species Conservation Act 1995</i> that is taken to be certified under Part 8 of the <i>Biodiversity Conservation Act 2016</i>.</p>	<p>Not applicable.</p>
<p>9. Biodiversity stewardship sites</p> <p>If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the <i>Biodiversity Conservation Act 2016</i>, a statement to that effect (but only if the council has been notified</p>	<p>No, Wentworth Shire Council has not been notified of the existence of a biodiversity stewardship agreement by the Office of Environment & Heritage in relation to this property.</p>

of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage).

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

<p>10A. Native vegetation clearing set asides If the land contains a set aside area under section 602C of the <u>Local Land Services Act 2013</u>, a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section).</p>	<p>Not applicable.</p>
<p>10. Bush fire prone land If any of the land is bush fire prone land (as defined in the Act), a statement that all or, as the case may be, some of the land is bush fire prone land. If none of the land is bush fire prone land, a statement to that effect.</p>	<p>Not applicable. This information has been sourced from mapping provided by the NSW Rural Fire Service.</p>
<p>11. Property vegetation plans If the land is land to which a property vegetation plan approved under Part 4 of the <u>Native Vegetation Act 2003</u> (and that continues in force) applies, a statement to that effect (but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act).</p>	<p>Not applicable. This information has been sourced from NSW Local Land Services.</p>
<p>12. Orders under Trees (Disputes Between Neighbours) Act 2006 Whether an order has been made under the <u>Trees (Disputes Between Neighbours) Act 2006</u> to carry out work in relation to a tree on the land (but only if the council has been notified of the order).</p>	<p>Not applicable.</p>
<p>13. Directions under Part 3A If there is a direction by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect, a statement to that effect identifying the provision that does not have effect</p>	<p>No, there is no direction in force from the Minister under Section 75P (2) (c1) in relation to this property.</p>
<p>14. Site compatibility certificates and conditions for seniors housing If the land is land to which <u>State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004</u> applies: a) A statement of whether there is a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include: (i) the period for which the certificate is current, and</p>	<p>Not applicable.</p>

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

current (if any), and c) That a copy may be obtained from the head office of the Department.	
19. Loose-fill asbestos insulation 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.	Not applicable.
20. Affected building notices and building product rectification orders (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. (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.	Not applicable. Not applicable.
(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> .	
21. Information regarding Contaminated Land as prescribed by section 59 (2) of the Contaminated Lands Management Act 1997 (a) Is the land to which the certificate relates significantly contaminated land within the meaning of that Act? (b) Is the land to which the certificate relates subject to a management order within the meaning of that Act? (c) Is the land to which the certificate relates the subject of an approved voluntary management proposal within the meaning of that Act? (d) Is the land to which the certificate relates subject to an ongoing maintenance order within the meaning of that Act? (e) Is the land to which the certificate relates the subject of a site audit statement within the meaning of that Act?	No. No. No. No. No.

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



Signed: **MATTHEW CARLIN**
DIRECTOR OF HEALTH AND PLANNING
under delegation on behalf of the Shire of Wentworth

Contact:

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**ANNEXURE 1 TO CERTIFICATE PURSUANT TO SECTION 10.7(1) OF THE ENVIRONMENTAL
PLANNING & ASSESSMENT ACT 1979
RU5 Village Zone as at 16 December 2011**

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

(a) **STATE ENVIRONMENTAL PLANNING POLICIES**

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

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

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

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

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

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

public benefits may be derived from advertising along and adjacent to transport corridors. Transport Corridor Outdoor Advertising and Signage Guidelines (DOP July 2007) provides information on design criteria, road safety and public benefit requirements for SEPP 64 development applications.

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Permitted without consent

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

3. Permitted with consent

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

4. Prohibited

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

WENTWORTH SHIRE COUNCIL

WORTH THE DRIVE

26-28 Adelaide Street WENTWORTH NSW 2648
PO Box 81 WENTWORTH NSW 2648 T 03 5027 5027
F 03 5027 5000 E council@wentworth.nsw.gov.au
W www.wentworth.nsw.gov.au ABN 96 283 886 815

Our Reference: DOC/21/95729572
Your Reference: 21202
Prepared By: Health & Planning Department
Date: 6 May 2021

Your Reference: 7532

Applicant name: InfoTrack

Applicant address: GPO Box 4029 SYDNEY NSW 2001

Applicant email: ecertificates@infotrack.com.au

Certificate no: 2021-140

Subject land: 38 Tapio Avenue Part Lot 3 DP 758338 Section 11 DARETON

Date of certificate: 6 May 2021

DISCLAIMER

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

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

1. Names of relevant planning instruments and DCPs	
a) The name of each environmental planning instrument that applies to the carrying out of development on the land.	a) <i>Wentworth Local Environmental Plan 2011</i> applies to this land.
b) The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).	b) See Annexure 1.
c) The name of each development control plan that applies to the carrying out of development on the land.	c) Wentworth Development Control Plan December 2011.
d) In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.	d) Not applicable.
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	The following information will assist in determining how the subject land may be developed. It is recommended that you read this section in conjunction with a full copy of any relevant environmental planning instrument as there may

<p>in any zone (however described):</p> <ul style="list-style-type: none"> 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)") b) the purposes for which the instrument provides that development may be carried out within the zone without the need for development consent, c) the purposes for which the instrument provides that development may not be carried out within the zone except with development consent, d) the purposes for which the instrument provides that development is prohibited within the zone, 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, f) whether the land includes or comprises critical habitat, g) whether the land is in a conservation area (however described), h) whether an item of environmental heritage (however described) is situated on the land. 	<p>be additional provisions that affect how the land may be developed.</p> <ul style="list-style-type: none"> a) Wentworth Local Environmental Plan (WLEP) 2011 ZONE: RU5 - Village b) In addition to the controls contained in the <i>Wentworth Local Environmental Plan 2011</i>, State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 sets out further circumstances where development consent will be required for development involving certain types of buildings, the demolition of buildings or the subdivision of land. These circumstances may include development that does not require consent under the <i>Wentworth Local Environmental Plan 2011</i>. c) See Annexure 1. d) See Annexure 1. e) Not applicable. f) No. This information has been sourced from mapping provided by NSW Environment & Heritage. g) No. This information has been sourced from mapping provided by NSW Environment & Heritage. h) No.
<p>3. Complying development</p> <ul style="list-style-type: none"> a) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of <u><i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i></u>. b) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of that Policy and the reasons why it may not be carried out under that clause. c) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land. 	<ul style="list-style-type: none"> a) Yes - The land is land on which complying development may be carried out. b) Not applicable. c) Not applicable.

<p>4. Mine subsidence Whether or not the land is proclaimed to be a mine subsidence district within the meaning of the <u>Cool Mine Subsidence Compensation Act 2017</u>.</p>	<p>Not applicable.</p>
<p>5. Road widening and road realignment Whether or not the land is affected by any road widening or road realignment under: a) Division 2 of Part 3 of the <u>Roads Act 1993</u>, or b) any environmental planning instrument, or c) any resolution of the council.</p>	<p>Not applicable.</p>
<p>6. Council and other public authority policies on hazard risk restrictions Whether or not the land is affected by a policy: a) adopted by the council, or b) adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council, that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).</p>	<p>Not applicable.</p>
<p>7A. Flood related development controls information a) Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls. b) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls. c) Words and expressions in this clause have the same meanings as in the Standard Instrument.</p>	<p>a) Not applicable. b) Not applicable.</p>
<p>7. Land reserved for acquisition Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.</p>	<p>Click here to enter text.</p>
<p>8. Contribution plans The name of each contributions plan applying to the land.</p>	<p>Development Contribution Plan</p>
<p>9A. Biodiversity certified land If the land is biodiversity certified land under Part 8 of the <u>Biodiversity Conservation Act 2016</u>, a statement to that effect.</p>	<p>Not applicable.</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.

9. Biodiversity stewardship sites

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage).

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

No, Wentworth Shire Council has not been notified of the existence of a biodiversity stewardship agreement by the Office of Environment & Heritage in relation to this property.

10A. Native vegetation clearing set asides

If the land contains a set aside area under section 60ZC of the Local Land Services Act 2013, a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section).

Not applicable.

10. Bush fire prone land

If any of the land is bush fire prone land (as defined in the Act), a statement that all or, as the case may be, some of the land is bush fire prone land.

If none of the land is bush fire prone land, a statement to that effect.

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

11. Property vegetation plans

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

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

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

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

Not applicable.

13. Directions under Part 3A

If there is a direction by the Minister in force under

No, there is no direction in force from the Minister under

<p>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>Section 75P (2) (c1) in relation to this property.</p>
<p>14. Site compatibility certificates and conditions for seniors housing</p> <p>If the land is land to which <u>State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004</u> applies:</p> <p>a) A statement of whether there is a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:</p> <p>(i) the period for which the certificate is current, and</p> <p>(ii) that a copy may be obtained from the head office of the Department, and</p> <p>b) A statement setting out any terms of a kind referred to in clause 18 (2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.</p>	<p>Not applicable.</p> <p>Not applicable.</p>
<p>15. Site compatibility certificates for infrastructure</p> <p>a) A statement of whether there is a valid site compatibility certificate (infrastructure) or site compatibility certificate of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:</p> <p>(i) the period for which the certificate is valid, and</p> <p>(ii) that a copy may be obtained from the head office of the Department.</p>	<p>Council is not aware of any site compatibility certificate for infrastructure applying to this land.</p>
<p>16. Site compatibility certificates and conditions for affordable rental housing</p> <p>a) A statement of whether there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:</p> <p>(i) the period for which the certificate is current, and</p> <p>(ii) that a copy may be obtained from the head office of the Department.</p> <p>b) A statement setting out any terms of a kind referred to in clause 17 (1) or 38 (1) of <u>State Environmental Planning Policy (Affordable Rental Housing) 2009</u> that have been imposed as a condition of consent to a development application in respect of the land.</p>	<p>Council is not aware of any site compatibility certificate for affordable rental housing applying to this land.</p> <p>Council is not aware of any site compatibility certificate for affordable rental housing applying to this land.</p>

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

Building product rectification order has the same meaning as in the <i>Building Products (Safety) Act 2017</i> .	
21. Information regarding Contaminated Land as prescribed by section 59 (2) of the Contaminated Lands Management Act 1997	
(a) Is the land to which the certificate relates significantly contaminated land within the meaning of that Act?	No.
(b) Is the land to which the certificate relates subject to a management order within the meaning of that Act?	No.
(c) Is the land to which the certificate relates the subject of an approved voluntary management proposal within the meaning of that Act?	No.
(d) Is the land to which the certificate relates subject to an ongoing maintenance order within the meaning of that Act?	No.
(e) Is the land to which the certificate relates the subject of a site audit statement within the meaning of that Act?	No.

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



Signed:

MATTHEW CARLIN
DIRECTOR OF HEALTH AND PLANNING
 under delegation on behalf of the Shire of Wentworth

Contact:

T 03 5027 5027
 E council@wentworth.nsw.gov.au
 W wentworth.nsw.gov.au

26-28 Adelaide Street WENTWORTH NSW 2648
 PO Box 81 WENTWORTH NSW 2648
 ABN 96 283 886 815

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

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

(a) **STATE ENVIRONMENTAL PLANNING POLICIES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) **REGIONAL ENVIRONMENTAL PLANS**

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

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

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

1. Objectives of zone

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

2. Permitted without consent

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

3. Permitted with consent

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

4. Prohibited

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

From: InfoTrack NSW PS
Sent: Thursday, 27 May 2021 1:50 PM
To: cutri
Subject: InfoTrack Request 663516 - Matter 7532- Request Received

Your ref:

Our ref: 663516

Good Afternoon Elena,

In relation to your 6x Section 10.7 (2) Certificate and 6x Sewer Diagram for your matter 7532, we have spoken to Paula from Wentworth Shire Council and she has advised that all the Certificates issued to us have been issued correctly on the correct street numbers. She has also advised that the Sewer Diagrams they provided are the only ones they have on their system for these addresses and therefore cannot provide a more "official" document as these are on only diagrams they have.

If you wish to discuss these results further, you may contact Wentworth Shire Council directly to discuss.

If you have any further queries please reply to this email or call us on 1800 738 524 quoting reference 663516 and we will be happy to assist.

Kind regards,

Carolyn Metcalfe

NSW Property Services

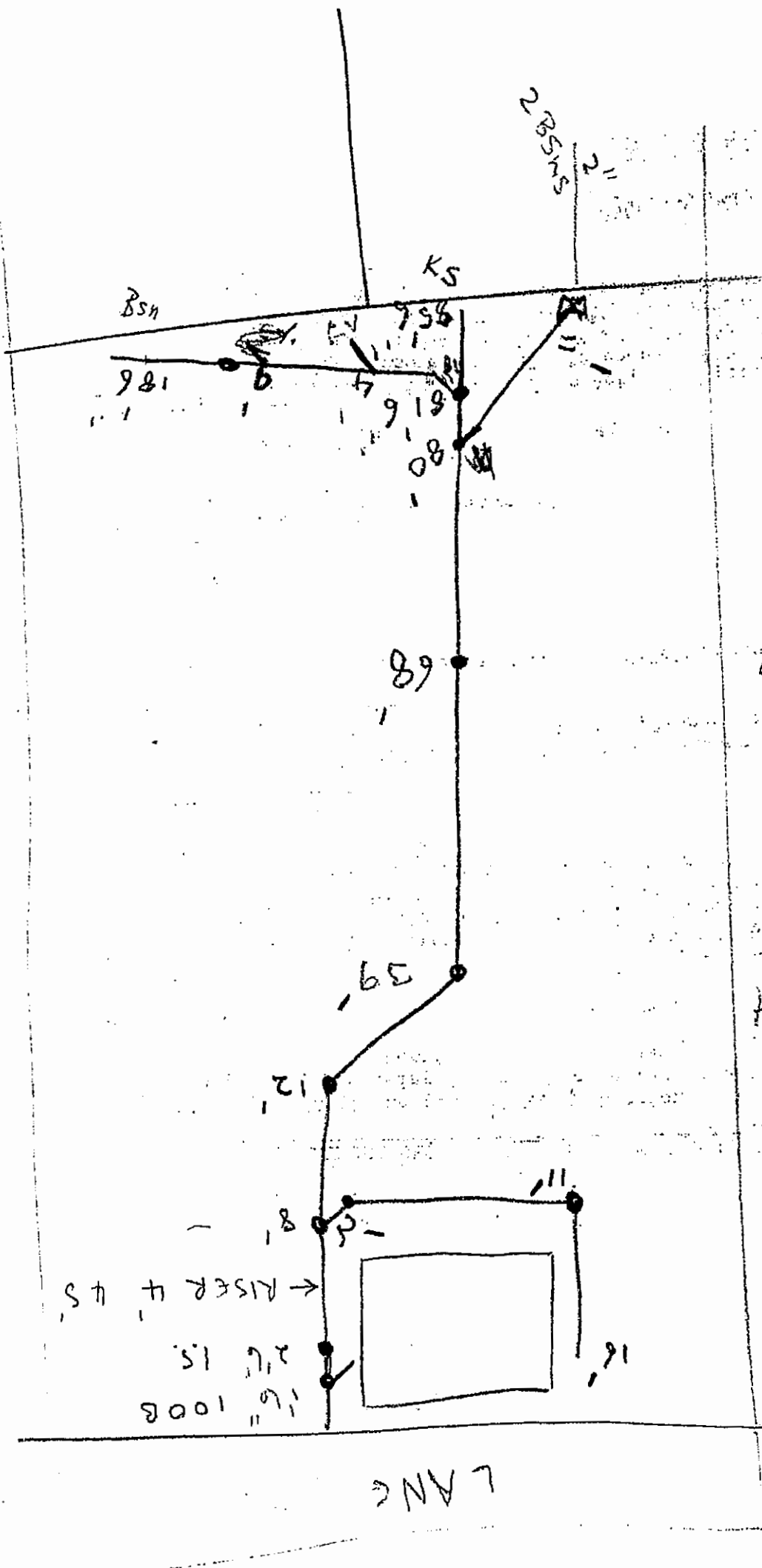
NSW PS
InfoTrack Pty Limited
p: 1800 738 524
e: helpdesk@infotrack.com.au
w: www.infotrack.com.au

cutri

From: PRICE <admin@sydneysettlements.com.au>
Sent: Monday, 24 May 2021 9:41 AM
To: cutri
Subject: Matter 7532 - NSW Cert - Wentworth Shire Council: Sewer Diagram - 6/758338
Attachments: 7532 - NSW Cert - Wentworth Shire Council Sewer Diagram - 6 758338 .pdf

Your order has been updated. Please review the following:

Your Reference: 7532
Date Ordered: Thursday, 13 May 2021 2:49 PM
Description: InfoTrack: NSW Certificate (Scanned) - Wentworth Shire Council: Sewer Diagram - 6/758338
Status: Complete
Status Comment: Your request has been successfully submitted.



Peter

Bhaby

4-4-72

Laird's
Shops

P.O.

Hair Dresser

cutri

From: PRICE <admin@sydneysettlements.com.au>
Sent: Monday, 24 May 2021 12:02 PM
To: cutri
Subject: Matter 7532 - NSW Cert - Wentworth Shire Council: Sewer Diagram - 4/758338
Attachments: 7532 - NSW Cert - Wentworth Shire Council Sewer Diagram - 4 758338 .pdf

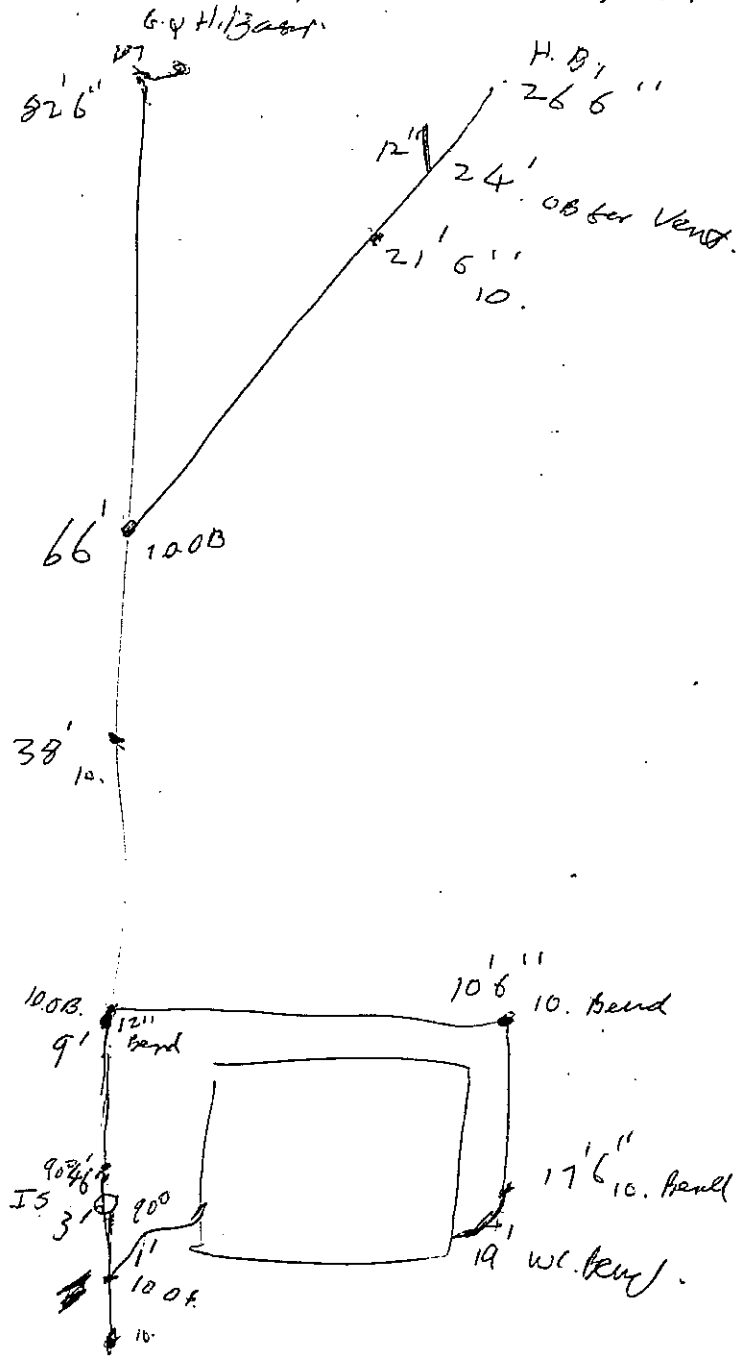
Your order has been updated. Please review the following:

Your Reference: 7532
Date Ordered: Thursday, 13 May 2021 2:49 PM
Description: InfoTrack: NSW Certificate (Scanned) - Wentworth Shire Council: Sewer Diagram - 4/758338
Status: Complete
Status Comment: Your request has been successfully submitted.

Water Test OK
Mirror Test OK

Louids
Dr & Mens
near

Measured 17/5/72.
S. Goodling



cutri

From: PRICE <admin@sydneysettlements.com.au>
Sent: Thursday, 20 May 2021 11:50 AM
To: cutri
Subject: Matter 7532 - NSW Cert - Wentworth Shire Council: Sewer Diagram - 3/758338
Attachments: 7532 - NSW Cert - Wentworth Shire Council Sewer Diagram - 3 758338 .pdf

Your order has been updated. Please review the following:

Your Reference: 7532
Date Ordered: Thursday, 13 May 2021 2:50 PM
Description: InfoTrack: NSW Certificate (Scanned) - Wentworth Shire Council: Sewer Diagram - 3/758338
Status: Complete
Status Comment: Your request has been successfully submitted.

PLAN OF SEWER DRAINAGE

Scale 40 feet 1 inch

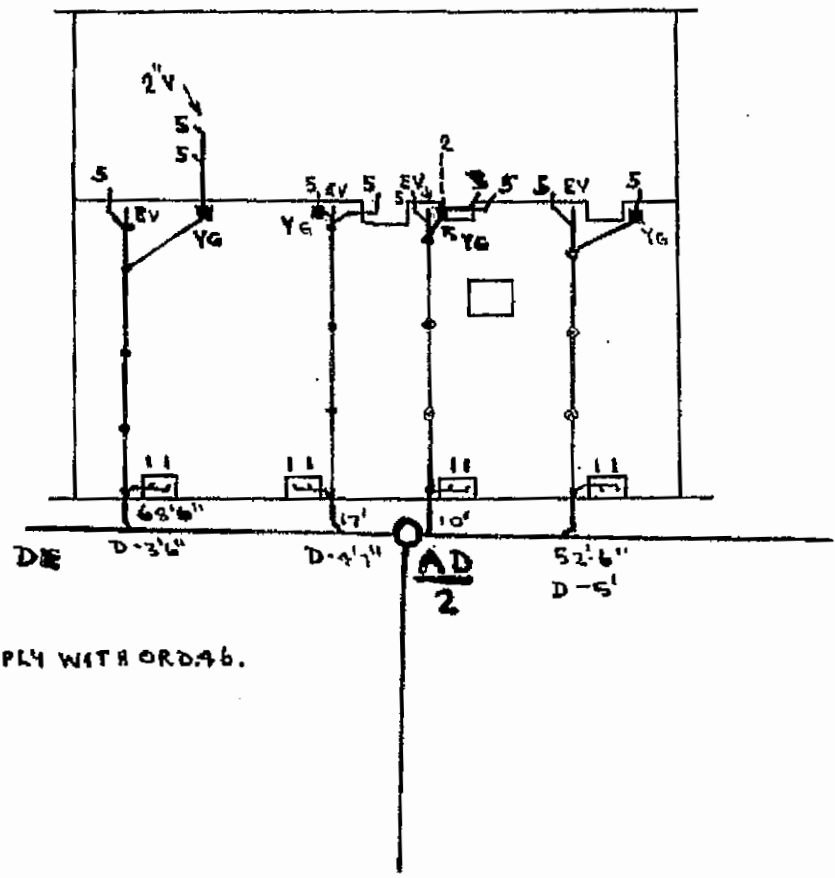
REFERENCE:

D.T. Disconnector Trap	C.I.P. Cast Iron Pipe	E.V. Educt Vent Pipe
Y.G. Yard Gully	G.P. Galvanised Wrought Iron Pipe	I.O. Inspection Opening
G.T. Grease Trap	E.W.P. Earthenware Pipe	S.L. Sideline
S.T. Silt Trap	S.V.P. Soil Vent Pipe	M.H. Manhole

Junction Located SEE from Downstream Manhole
 Maximum Depth ON PLAN at Boundary
 Minimum Depth at Boundary

I.W.C.
 2.K.S.
 5.BSN

FIT 2'x1' WINDOW TO W.C'S.



IS: ALL WORK TO COMPLY WITH ORD. 46.

igned 6 AUG 71
 ected
 lth and Building Officer D.C. PRYOR