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Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent		
co-agent		
vendor	VALLENCO AUST PTY LTD (ACN 646 542 501) Level 27, 60 City Road SOUTHBANK VIC 3006	
vendor's solicitor	CAMERONS LAWYERS 128 Maude Street, SHEPPARTON VIC 3630 Phone: 03 5832 1000 Email: jayne@camlaw.com.au	
date for completion	42nd	day after the contract date (clause 15) subject to Special Condition 49 hereof
land (address, plan details and title reference)	20 McCulloch Drive, Moama NSW 2731 Parent Folio: 17/DP1045530 Lot 17 in Deposited Plan 1045530 Plan of Proposed Strata Subdivision attached and marked A	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: STORAGE SHED	
attached copies	documents in the List of Documents as marked or numbered: other documents:	

A real estate agent is permitted by legislation to fill up the items in this box in a sale of residential property.			
inclusions	<input type="checkbox"/> blinds	<input type="checkbox"/> dishwasher	<input type="checkbox"/> light fittings <input type="checkbox"/> stove
	<input type="checkbox"/> built-in wardrobes	<input type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood <input type="checkbox"/> pool equipment
	<input type="checkbox"/> clothes line	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels <input type="checkbox"/> TV antenna
	<input type="checkbox"/> curtains	<input checked="" type="checkbox"/> other: STORAGE SHED	
exclusions			
purchaser			
purchaser's solicitor			
price	\$		plus GST
deposit	\$		(10% of the price, unless otherwise stated)
balance	\$		
contract date	(if not stated, the date this contract was made)		

buyer's agent

vendor	<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> GST AMOUNT (optional) Plus GST of 10% </div>	witness
<p>purchaser <input type="checkbox"/> JOINT TENANTS <input type="checkbox"/> tenants in common <input type="checkbox"/> in unequal shares</p>		witness

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

Choices

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

Nominated **Electronic Lodgment Network (ELN)** (clause 30): _____

Electronic transaction (clause 30) no YES
 (if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or *serve within 14 days* of the contract date):

Tax information (the parties promise this is correct as far as each party is aware)

Land tax is adjustable NO yes
 GST: Taxable supply NO yes in full yes to an extent
 Margin scheme will be used in making the taxable supply NO yes

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

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

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

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

List of Documents

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

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> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

2 Deposit and other payments before completion

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

- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 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 *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –

7.1.1 the total amount claimed exceeds 5% of the price;

7.1.2 the vendor *serves* notice of intention to *rescind*; and

7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and

7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –

7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;

7.2.2 the amount held is to be invested in accordance with clause 2.9;

7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);

7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;

7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and

7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;

8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and

8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within* 14 days after that *service*.

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

8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;

8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and

8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

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

9.1 keep or recover the deposit (to a maximum of 10% of the price);

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –

9.2.1 for 12 months after the *termination*; or

9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –

9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –

- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
- the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or

9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –

10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;

10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);

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

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

15 Date for completion

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

16 Completion**• Vendor**

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

• Purchaser

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

17 Possession

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

18 Possession before completion

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

18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.

18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.

18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –

19.1.1 only by *servicing* a notice before completion; and

19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –

19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;

19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;

19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and

19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.

20.2 Anything attached to this contract is part of this contract.

20.3 An area, bearing or dimension in this contract is only approximate.

20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.

20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);

20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;

20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;

20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;

20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;

20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and

20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.

20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –

20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or

20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.

20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.

20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.

20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.

20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.

20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.

20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.

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

21 Time limits in these provisions

21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.

21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.

21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.

21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.

21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.

21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.

22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

23 Strata or community title

• Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- ### • Notices, certificates and inspections
- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.

- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.
- 24 Tenancies**
- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.
- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.

- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
 - 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
 - 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
 - 25.5.3 *normally*, need not include a Crown grant; and
 - 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
 - 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
 - 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
 - 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
 - 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
 - 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
 - 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
 - 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
 - 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
 - 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
 - 27.4 If consent is refused, either *party* can *rescind*.
 - 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
 - 27.6 If consent is not given or refused –
 - 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
 - 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
 - 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
 - 27.7.1 under a *planning agreement*; or
 - 27.7.2 in the Western Division.
 - 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
 - 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
 - 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
 - 28.3 If the plan is not registered *within* that time and in that manner –
 - 28.3.1 the purchaser can *rescind*; and
 - 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
 - 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
 - 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.

- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.
- 29 Conditional contract**
- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind* within 7 days after either *party* serves notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind* within 7 days after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind* within 7 days after either *party* serves notice of the refusal; and
- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* serving notice of the event happening;
 - every *party* who has the benefit of the provision serving notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Electronic transaction**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* serves a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
 - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.

- 30.5 Normally, the vendor must *within 7 days of the effective date* –
- 30.5.1 create an *Electronic Workspace*;
 - 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
 - 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
 - 30.6.2 create and *populate* an *electronic transfer*;
 - 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
 - 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 Normally, *within 7 days of receiving an invitation from the vendor to join the Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
 - 30.7.2 create and *populate* an *electronic transfer*;
 - 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
 - 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days of being invited to the Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
 - 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
 - 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion;
 - 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
 - 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least *2 business days* before the date for completion.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
 - 30.10.2 all certifications required by the *ECNL* are properly given; and
 - 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
 - 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
 - 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
 - 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must *serve* the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
 - 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- adjustment figures* details of the adjustments to be made to the price under clause 14;

<i>certificate of title</i>	the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
<i>completion time</i>	the time of day on the date for completion when the <i>electronic transaction</i> is to be settled;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>effective date</i>	the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

FURTHER PROVISIONS

32. GENERAL CONDITIONS

32.1. The following general conditions contained in the attached pre-printed form do not apply to this Contract:

32.1.1 General Condition 30.2.2

32.1.2 General Condition 30.3

32.1.3 General Condition 2.9

33. FAILURE TO COMPLETE

If the parties do not complete this Contract by the completion date the Purchaser must pay to the Vendor on completion, in addition to the price, an amount calculated at 12.3% p.a. interest on the balance of the price at a daily rate from the completion date until the date of actual completion (both inclusive). This amount is a genuine pre-estimate of the Vendor's loss. The Purchaser does not have to pay interest in respect of any period where the Vendor is in default.

34. CORPORATION IN DEFAULT

If either party is a corporation and should that party prior to completion resolve to go into liquidation or enter a scheme of arrangement with its creditors under the Corporations Law (or any successor to the Corporations Law) or should any liquidator, receiver or official manager be appointed in respect of the party (or should a petition or other Court proceeding be instituted for such appointment), then that party is in default in an essential respect of this contract.

35. TIME OF THE ESSENCE

If either party ("the defaulting party") is unable or unwilling to complete by the completion date, the other party shall be entitled at any time after the completion date to serve a notice making time to complete essential. The notice shall give not less than 14 days notice after the date immediately following the day on which that notice is received (or is reasonably deemed to have been received) by the defaulting party. The parties agree that a notice to complete of such duration is considered by the parties to be reasonable and sufficient to render the time for completion essential.

36. DEFAULT COSTS

Without limiting any rights which the Vendor may have pursuant to this Contract, if the Purchaser is unable to complete on the date fixed for completion of this Contract and the Vendor incurs additional legal costs in dealing with the default, then the Vendor can recover from the Purchaser at completion an amount equal to the legal costs incurred because of the default by adding such costs from the amount due at completion.

37. FURTHER PROVISIONS NOT TO MERGE ON COMPLETION

The further provisions in this Contract which are intended to have effect after completion date and in particular further provision(s) shall not merge on completion but shall enure for the benefit of both parties.

FURTHER PROVISIONS

38. WHOLE AGREEMENT

The Purchaser acknowledges that this document constitutes the entire agreement between the parties.

39. NO REPRESENTATION

The Vendor makes no representation that the improvements on the land as at the day of sale comply with the requirements of relevant Building Regulations, the requirements of the Local Council or the requirements of any Statute or of any Statutory Authority. The Purchaser will not make any objection, requisition or claim nor rescind or terminate because of any alleged failure to comply with such requirements nor call upon the Vendor to bear all or any or the costs of complying with them.

40. EXISTING SERVICES AND UTILITIES

The Purchaser acknowledges that the land is sold and the Purchaser shall take title thereto subject to all existing water, sewerage and drainage, gas and electricity, telephone or other installations, services and utilities (if any). The Purchaser shall not make any requisition, objection or claim for compensation in respect of any of the following:

- 40.1. the nature, location availability or non-availability of any such installations, services and utilities;
- 40.2. if any such service is a joint service with any other land or building;
- 40.3. if any such service for any other property or building or any parts or connections therefore pass through the property;
- 40.4. if any sewer or water main or connection passes through in or over the property;
- 40.5. if there is a man hole or vent on the property; or
- 40.6. if because of or arising out of any such installations, services and utilities the property may be subject to or have the benefit of any rights or easements in respect of any such installation service or utility.

41. EXCLUSION OF WARRANTIES

The Purchaser acknowledges and agrees that the land together with any improvements is purchased by the Purchaser:

- 41.1. as a result of the independent exercise of the Purchaser's own skill and judgement after due inspection and investigation; and
- 41.2. in its present condition and state of repair with all existing patent and latent defects, infestations, contamination and dilapidation;
- 41.3. and that no representation or warranty has been made or given by the Vendor or by any persons acting on behalf of the Vendor to the Purchaser or to any person acting on behalf of the Purchaser as to:
 - (a) the merchantability, quality or fitness for any purpose of the land or the improvements;

FURTHER PROVISIONS

- (b) the freedom of the land from defects, infestations, contamination or dilapidation;
- (c) the use to which the land or the improvements can lawfully be put;
- (d) whether development of any description may be carried out on the land; or
- (e) whether the improvements on the land have been built or placed there in accordance with each approval required by law for the building or placement of the same.

42. WARRANTIES IN LIEU OF REQUISITIONS

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

- 42.1. The Vendor has, or will be entitled to custody of the title to the property on or before the completion date.
- 42.2. The Vendor is, or will be entitled to possession of the property on or before the completion date.
- 42.3. The property is not subject to any encumbrances not disclosed in the Contract of Sale, or any encumbrances on title not disclosed will be discharged on or before the completion date.
- 42.4. The Vendor is the absolute owner of all fixtures and chattels included in the Contract.
- 42.5. The Vendor has not received any notices.
- 42.6. The property is not subject to or affected by any legal proceedings.
- 42.7. The Vendor is not under any legal disability.
- 42.8. The Vendor will provide the relevant documentation as required by the Office of State Revenue on completion.

43. PLAN OF SUBDIVISION

- 43.1 This Contract of Sale is expressly subject to the approval by the Registrar of Titles of a Plan of Subdivision in accordance with the Plan attached hereto and the Vendor shall forthwith take all necessary steps to obtain such approval and the Vendor shall be responsible for all costs, charges, fees and other expenses in relation thereto including any costs, works and other requirements that may be required by any municipal or other authority as a condition of its or their consent to the said Plan of Subdivision.
- 43.2 If the proposed Plan of Subdivision is not registered within 24 months of the date hereof the Purchaser may cancel this Contract by giving notice in writing to the other party and if this occurs this Contract shall be null and void and the deposit paid shall be refunded to the Purchaser in full.
- 43.3 The Purchaser must not lodge any caveat against the Vendor's Title prior to the Plan being approved and if the Purchasers do so must pay the Vendor's costs of having it removed on a full indemnity basis.
- 43.4 Substantially in accordance with the annexed Proposed Plans of Strata Subdivision, we note that the Plan marked 'A' refers to internal wall measurements taken by the surveyor and the Plan marked 'B' refers to the external wall measurements.

FURTHER PROVISIONS

44. AMENDMENTS TO PLAN OF SUBDIVISION

44.1 The Vendor reserves the right to make such amendments to the Plan of Subdivision as may be required by the Registrar of Titles, the Municipal Council ("the Council") or a referral authority or requested by the Vendor including the creation of an easement or easements. In the event of any amendment being made to the Plan of Subdivision which affects the land sold (including the creation of an easement or easements over the land sold) the Purchaser shall accept as identical with the land sold the Lot on the registered Plan of Subdivision which corresponds approximately to the Lot shown as the land sold on the Plan of Subdivision attached hereto and the Purchaser shall not make any requisition or claim any compensation in respect to the area, measurements, boundaries, occupation, starting point or the creation of any easement which is to encumber the land sold. The Purchaser further purchases subject to the easements shown on the Plan of Subdivision as registered.

44.2 If an amendment to the Plan of Subdivision is made which materially affects the land sold, the Purchaser may elect to terminate this Contract by giving written notice to the Vendor or the Vendor's Solicitor within fourteen (14) days after the date on which the Vendor or the Vendor's Solicitor gives written notice of the amendment to the Purchaser or the Purchaser's Solicitor.

45. PLANNING PERMIT

The Vendor shall prior to settlement at its own cost complete all requirements by any authority as set out in the Planning Permit attached hereto. The provision of a Statement of Compliance by the local municipal authority in connection with the Planning Permit and subsequent certification of a Plan of Subdivision shall be sufficient evidence of the completion of the Vendors requirements pursuant to this Clause.

46. APPORTIONMENT OF OUTGOINGS

The land is not currently rated separately for municipal rates. In the event that the land is not separately rated at settlement, it is agreed that the Vendor shall pay the applicable assessment and, for the purposes of adjustment of rates, a municipal rate of \$500.00 is deemed to be apportioned to the land sold. The Vendor shall also pay the full amount of any Land Tax Assessment for the land and does not require an adjustment of the Land Tax for the current year.

47. GST

The Vendor is registered or required to be registered for GST.

48. CONSTRUCTION OF SHED

48.1 Purchaser's Acknowledgements

- (a) The Purchaser acknowledges that the Vendor shall enter into a building contract with a registered building contractor ("the Contractor") for the construction of the storage shed facility.
- (b) The Contractor will carry out and complete the proposed development of a storage shed facility which will consist of 23 storage sheds substantially in accordance with the attached plans.

48.2 Vendors Obligations

The Vendor must ensure that the building works are constructed by the Contractor in accordance with the Building Plans and Building Permit and that the Contractor complies with the Building Contract.

48.3 Compliance with Construction Obligations

The issue of the Occupation Certificate by the local municipal authority is conclusive evidence that the Vendor has complied with the Vendor's obligations under Special Condition 10 and/or the Building Contract. Further, for the avoidance of doubt the parties agree that any ongoing conditions or conditions that are not required to be completed prior to settlement shall become the responsibility of the Purchaser after settlement.

FURTHER PROVISIONS

48.4 Changes to Building Plans

- (a) The Purchaser acknowledges that the Vendor may make minor amendments to the Building Plans as required from time to time that are necessary or desirable for the benefit of the development and use of the property by the Purchaser or as required by the authority. The Vendor agrees to involve the Purchaser in any major decisions concerning the development.

48.5 Defects

- (a) Notwithstanding any other clause in this contract the Vendor agrees to rectify at its own cost any building defects notified by the Purchaser within 12 months of the settlement date and must do so within a reasonable time.
- (b) For the avoidance of doubt, the parties agree that "building defects" shall be defined by the building contract and shall include allowable tolerances and will exclude damage or interference caused by someone who is not the building contractor. Further, items that are required and or caused by the building methodology that was always specified will not be considered defects, meaning that the building methodology for this project is a concrete panel tilt up building whereby the panels are poured on-site on top of the finished floor slab as opposed to concrete panels being poured off-site and transported to the site. The intended building methodology is contained within the building and structural plans provided.

49. SETTLEMENT/COMPLETION

The parties agree that settlement/completion is due on the later of:

- a) 42 days from the date hereof; or
- b) seven (7) days after the Occupancy Permit/Certificate to Use issues for the construction of the storage sheds; or
- c) seven (7) days after the Vendor gives notice in writing to the Purchaser of registration of the Plan of Subdivision

50. OWNERS CORPORATION

The Purchaser acknowledges that the proposed lot is one within a Strata Plan and as such will be entitled to use the common property on the plan. The common property will be managed by an owners corporation to be established prior to settlement. The purchaser acknowledges that it will be a party to such owners corporation and shall receive an invoice from the owners corporation for a share of charges associated with the use and management of the common property after settlement, the share to be in accordance with the lot entitlement and liability as determined on the final Strata Plan. The estimate of annual charges for the owners corporation provided by the real estate agent to the purchaser is a 'best estimate' only and is not binding.

GUARANTEE AND INDEMNITY

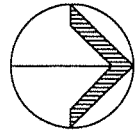
TO: The withinnamed and described Vendor
(hereinafter called "the Vendor")

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

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

FOR the consideration aforesaid and as a separate and convertible covenant the Guarantor HEREBY AGREES to indemnify the Vendor not only in respect of the non-payment by the Purchaser of all monies payable or that may become payable under the said Contract of Sale but also in respect of all costs charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser in relation to the said Contract of Sale.

If the Guarantor comprises more than one person, then each of those persons shall be jointly and severally liable hereunder.



A

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DP1012116

96° 45' 40" 105.36

COMMON PROPERTY No. 1

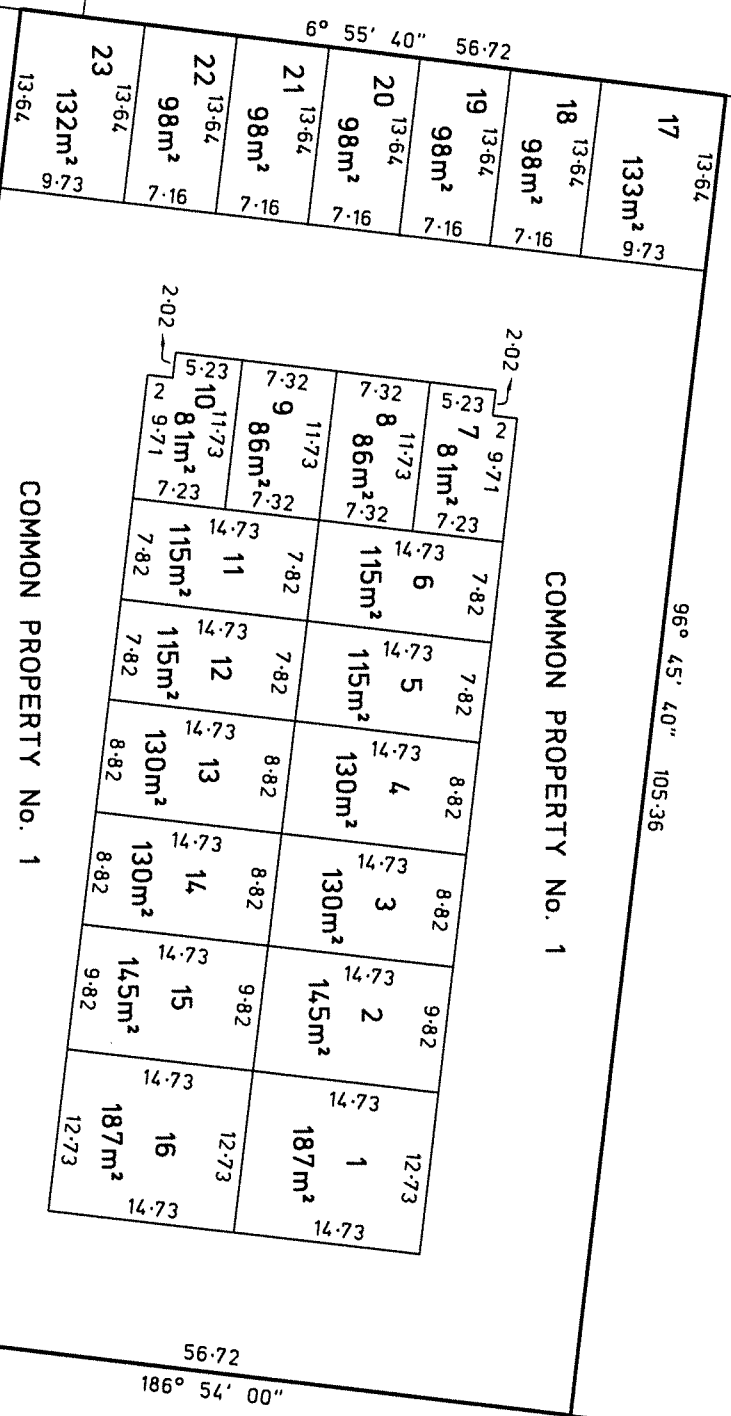
DP1264648

1

6° 55' 40" 56.72

DP1175457

13



COMMON PROPERTY No. 1

276° 45' 40" 105.36

56.72
186° 54' 00"

McCULLOCH DRIVE

MURRAY RIVER COUNCIL
Development Application Approval

Application Number: 10.2021.317.1
Approval Date: 19 April 2022

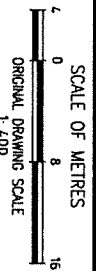
Isobella Lucic
Authorised Officer
Sheet 1 of 1

NOTES

1. ALL DIMENSIONS ARE APPROXIMATE ONLY AND SUBJECT TO SURVEY.
2. THE BOUNDARY OF THE LOTS ARE THE UPPER SURFACE OF THE FLOOR, THE LOWER SURFACE OF THE CEILING AND THE INTERNAL FACE OF THE WALLS. ALL FLOORS, WALLS AND CEILINGS ARE COMMON PROPERTY.



Licensed Surveyors • Civil Engineers • Irrigation Designers
21 Nish Street, ECHUCA, Ph. (03) 54821699
139 Hogan Street, TATURA, Ph. (03) 58241322

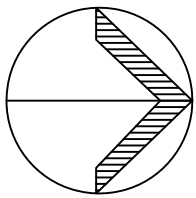


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PLAN OF PROPOSED STRATA SUBDIVISION

COUNTY OF CAPELL
PARISH OF TATALA
LOT 17 DP1045530
20 McCULLOCH DRIVE, MOAMA

FILE NO.	DRAWN	CHECKED	DATE	SHEET NUMBER	VER	SHEET SIZE	VER	DATE
57253	RS	MS	21/03/2022	1 OF 1	1	A3		



10

DP1012116

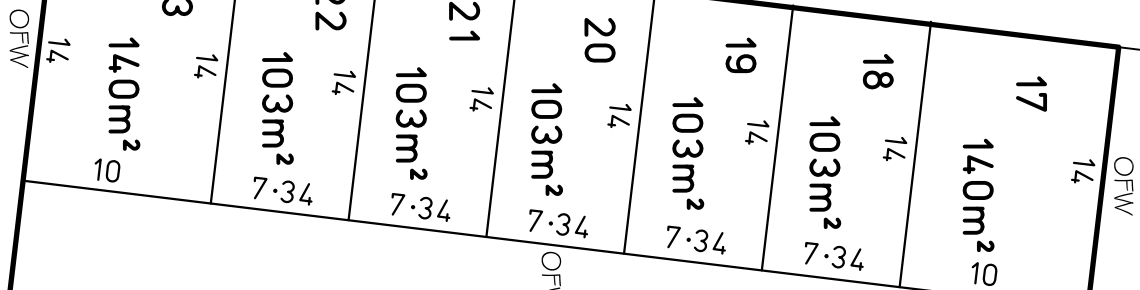
96° 45' 40" 105.36

DP1264648

6° 55' 40" OFW 56.72

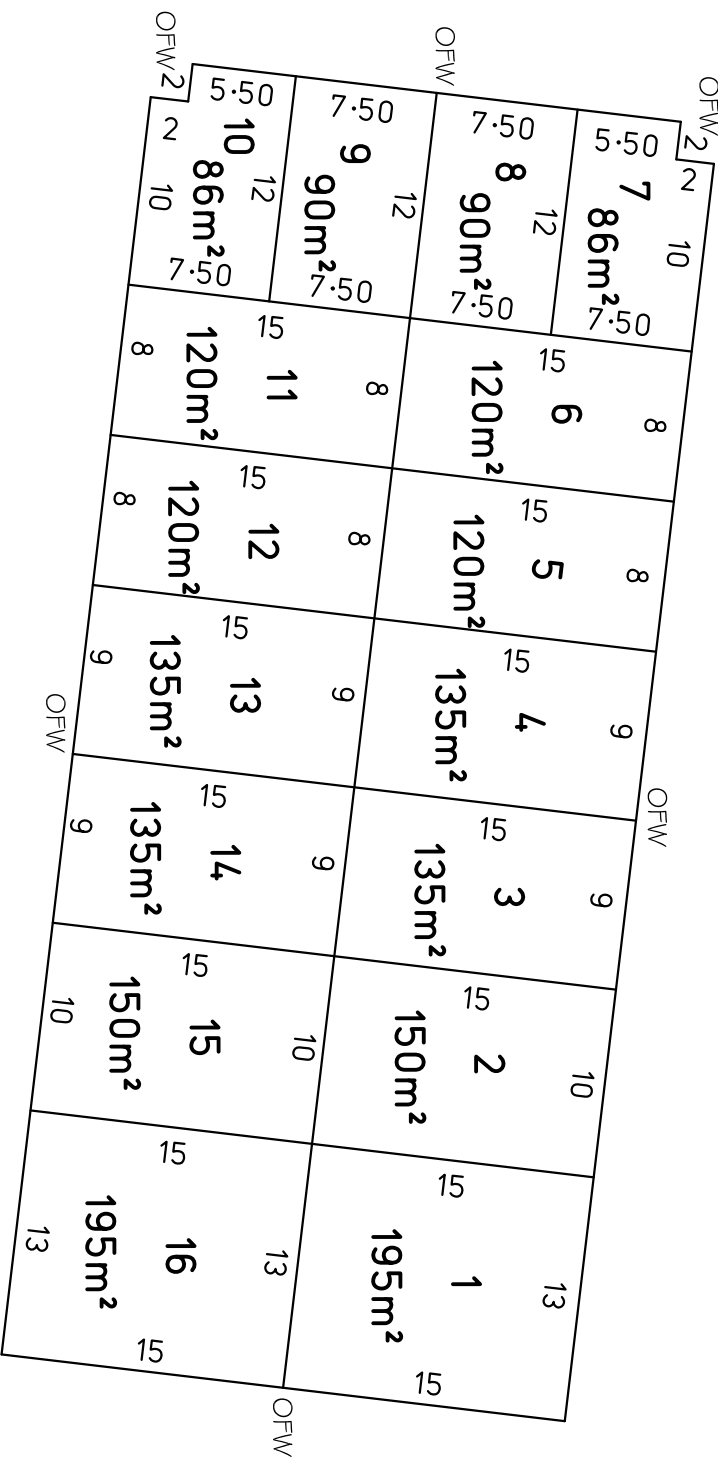
13

DP1175457



COMMON PROPERTY No. 1

COMMON PROPERTY No. 1



276° 45' 40" 105.36

18

DP1045530

56.72
186° 54' 00"

McCULLOCH DRIVE

NOTES

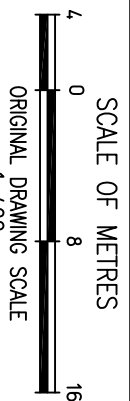
1. ALL DIMENSIONS ARE APPROXIMATE ONLY AND SUBJECT TO SURVEY.
2. ALL BUILDING BOUNDARIES ARE THE MEDIAN OF THE WALLS UNLESS NOTED OFW WHICH DENOTES OUTER FACE OF THE WALLS.

PLAN OF PROPOSED STRATA SUBDIVISION

20 McCULLOCH DRIVE, MOAMA
COUNTY OF CADELL
PARISH OF TATAILA
LOT 17 DP1045530

FILE No.	DRAWN	CHECKED	DATE	SHEET NUMBER	VER	SHEET SIZE
S7253	RS	MS	21/03/2022	1 OF 1	1	A3

FILE NAME:	VER	DATE	DIMENSIONS AMENDED & 1ST STOREY SUBDIVISION PLAN ADDED	RS	MS
S7253PP V2.dwg	2	22/8/2022			
			DETAILS OF AMENDMENTS	DRN	CHK



SCALE OF METRES
ORIGINAL DRAWING SCALE
1:400

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Licensed Surveyors • Civil Engineers • Irrigation Designers
21 Nish Street, ECHUCA. Ph. (03) 54821699
139 Hogan Street, TATURA. Ph. (03) 58241322



FOLIO: 17/1045530

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
1/6/2022	9:47 AM	6	10/2/2021

LAND

LOT 17 IN DEPOSITED PLAN 1045530
AT MOAMA
LOCAL GOVERNMENT AREA MURRAY RIVER
PARISH OF TATAILA COUNTY OF CADELL
TITLE DIAGRAM DP1045530

FIRST SCHEDULE

VALLENCO AUST PTY LTD (T AQ790591)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 LAND EXCLUDES MINERALS WITHIN THE PART SHOWN SO INDICATED IN THE TITLE DIAGRAM-SEE CROWN GRANT

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PLAN FORM 2
 SIGNATURE AND SEALS ONLY.

THE COMMON SEAL OF THE MURRAY SHIRE COUNCIL WAS HERETO AFFIXED ON THE 2ND DAY OF SEPTEMBER 2002 PURSUANT TO A RESOLUTION PASSED AT ITS MEETING ON THE 6TH DAY OF AUGUST 2002 IN THE PRESENCE OF:

Brook Harvey
 MAYOR

[Signature]
 GENERAL MANAGER

Crown Lands Office Approval

PLAN APPROVED: _____
 Land District: _____
 Paper No.: _____
 Field Book: _____

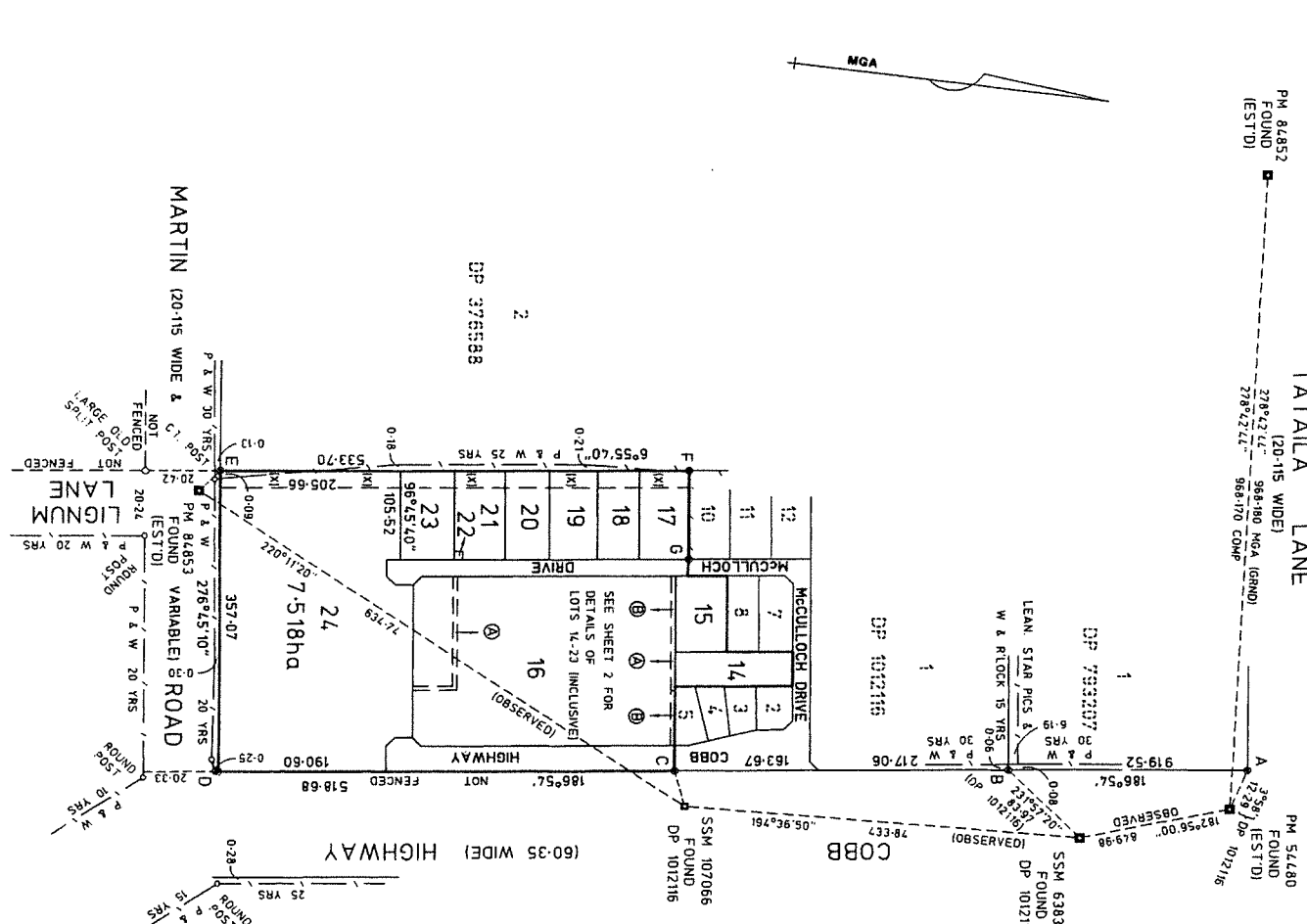
Subdivision Certificate

I certify that the provisions of s.400A of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed SUBDIVISION.

Subdivision of Year 1988: _____
 Consent Authority: MURRAY SHIRE COUNCIL
 Date of Consent: 14/02/02
 Accreditation No.: 14/02
 Subdivision Certificate No.: 14/02

Note: When the title is to be lodged electronically, a Land and Property Information, it should include appropriate information as set out in the standard reference: SJ1689-CHECKLIST

Plan Drawing only to appear in this space



SURVEY PRACTICE REGULATION 2003 (CLAUSE 3(2))				
MARK	EASTING	NORTHING	ZONE	CLASS ORDER
PM 54480	287453.427	6005994.570	55	A 1
PM 84852	286496.331	6006141.175	55	B 2
PM 84853	286890.848	600240.781	55	B 2

COMBINED SEA LEVEL AND SCALE FACTOR: 1.000000075
 SOURCE SCHEM: 6-08-2002

REFERENCE MARKS		
COR BEARING	DIST	FROM
A 283°11'	1.27	NM GI PIPE FOUND DP 1012116
B 186°34'	6.19	NM GI PIPE FOUND DP 1012116
C 193°40'	10.21	SSM 107066 FOUND DP 1012116
D 12°55'	2.05	NM GI PIPE FOUND DP 1012116
E 281°47'	9.89	NM GI PIPE FOUND DP 375588
F 6°56'	1	NM GI PIPE FOUND DP 1012116
G 276°46'	1	NM GI PIPE FOUND DP 1012116

- (X) LAND EXCLUDES MINERALS - SEE CROWN GRANT
- (A) EASEMENT TO DRAIN
- (B) SEWAGE 5 WIDE
- (C) EASEMENT TO DRAIN WATER 5 WIDE

DP1045530
 Registered 9-10-2002
 C.A. SEE CERTIFICATE
 Title System: TORRENS
 Purpose: SUBDIVISION
 Ref map: PARISH
 Last Plan: DP1012116 #

PLAN OF SUBDIVISION
 DP LOTS 6, 9 & 13 DP 1012116

Lengths are in metres. Reduction Ratio 1:4000

LGA: MURRAY
 Locality: MOAMA
 Parish: TATAILA
 County: CADELL (78)

This is sheet 1 of my plan in 2 sheets
 (Indicate if inapplicable)

Surveyor's Practical Registration 2001
 MARK F. LANGENBACHER
 21 NISH STREET, ECHUCA 3564

I certify (signature under the Surveyors Act, 1992) under penalty of perjury that the survey represented in this plan is correct. The plan was made in accordance with the provisions of the Survey Act 1992 and the regulations made thereunder. I AM NOT A REGISTERED SURVEYOR AND THE survey is not a survey of land under the Survey Act 1992. I am not a qualified or registered surveyor or a qualified or registered land valuer. I am not a qualified or registered valuer or a qualified or registered land agent. I am not a qualified or registered land agent or a qualified or registered land agent.

Date: 29/8/02
 Mark F. Langenbacher
 21 Nish Street, Echuca 3564
 NSW
 Plans used in preparation of Survey/Compilation
 DP 1012116

PLEASE NOTE: THIS PLAN IS INTENDED TO BE USED IN CONNECTION WITH THE CONVEYANCING ACT 1919 - 1964. IT IS INTENDED TO CREATE:

- (A) EASEMENT TO DRAIN
- (B) SEWAGE 5 WIDE
- (C) EASEMENT TO DRAIN WATER 5 WIDE

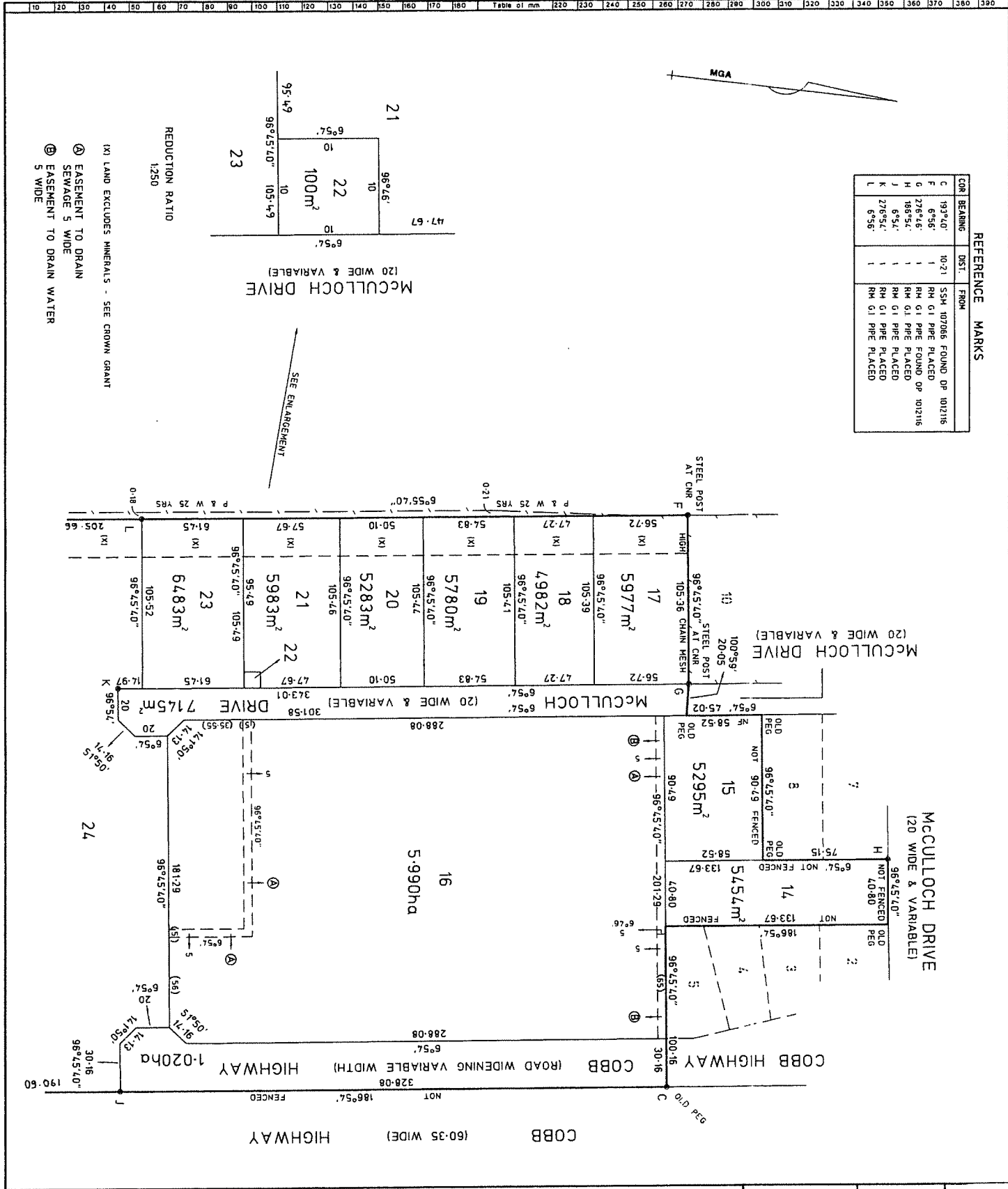
ROADWIDTHS AND CONNECTIONS ARE NOT TO SCALE

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

- (A) EASEMENT TO DRAIN
- (B) SEWAGE 5 WIDE
- (C) EASEMENT TO DRAIN WATER 5 WIDE

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

REF.	BEARING	DIST.	FROM
C	193°40'	10.21	SSM 107086 FOUND DP 1012116
F	6°56'	1	RM G1 PIPE PLACED
G	278°46'	1	RM G1 PIPE FOUND DP 1012116
H	188°54'	1	RM G1 PIPE PLACED
J	6°54'	1	RM G1 PIPE PLACED
K	278°54'	1	RM G1 PIPE PLACED
L	6°56'	1	RM G1 PIPE PLACED



- REDUCTION RATIO
1/250
- (X) LAND EXCLUDES MINERALS - SEE CROWN GRANT
- (A) EASEMENT TO DRAIN
SEWAGE 5 WIDE
- (B) EASEMENT TO DRAIN WATER
5 WIDE

McLULLOCH DRIVE
(120 WIDE & VARIABLE)

McLULLOCH DRIVE
(120 WIDE & VARIABLE)

McLULLOCH DRIVE
(120 WIDE & VARIABLE)

COBB HIGHWAY
(ROAD WIDENING VARIABLE WIDTH)

COBB HIGHWAY
(160-35 WIDE)

DP1045530

Registered 9-10-2002

This is sheet 2 of my plan in 2 sheets

20.8.02

Survey registered under the Surveyor Act, 1979

This is sheet 2 of my plan in 2 sheets
 as filed by Submission Control No. 01

Authorised Principal/General Manager/Authorised Officer
 For use where space is insufficient in any sheet on Plan Form 2

Reduction Ratio 1: 1500

SURVEYOR'S REFERENCE 53499



Revenue

Enquiry ID 3734414
Agent ID 81429403
Issue Date 01 Jun 2022
Correspondence ID 1747062774
Your reference 099108

INFOTRACK PTY LIMITED
GPO Box 4029
SYDNEY NSW 2001

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

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value
D1045530/17	20 MCCULLOCH DRVE MOAMA 2731	\$189 667

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2022 tax year.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'S Johnston'.

Scott Johnston

Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?

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

When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

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

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

When is a certificate not clear from land tax?

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

How do I clear a certificate?

A charge is removed for this property when the outstanding land tax amount is processed and paid in full. Payment can be made during settlement via an accepted Electronic Lodgement Network or at an approved settlement room.

To determine the land tax amount payable, you must use one of the following approved supporting documents:

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

How do I get an updated certificate?

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

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

Land value, tax rates and thresholds

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

Contact details



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



1300 139 816*



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

* Overseas customers call +61 2 7808 6906
Help in community languages is available.



CD/POB
 In accordance with Local Government Act 1993,
 Notice is hereby given that the undermentioned land
 has been rated by the Council as shown hereunder.

Murray River Council

ABN 30 308 161 484
 Postal Address: PO Box 906, MOAMA NSW 2731
 Phone: 1300 087 004
 Email: admin@murrayriver.nsw.gov.au
 Website: www.murrayriver.nsw.gov.au

Rate Notice 2021-2022

For the period 1st July 2021 to 30th June 2022

Vallenco Aust Pty Ltd
 IBM Centre, 1127/60 City Road
 SOUTHBANK VIC 3006



I003851
 R1_8395

VALUATION BASE DATE 01/07/2019
 ASSESS/CUSTOMER REF NO. 11237039
 NAME Vallenco Aust Pty Ltd
 INSTALMENT AMOUNT \$490.61
 DUE DATE 31/08/2021

PROPERTY LOCATION & DESCRIPTION
 20 McCulloch Drive MOAMA NSW 2731
 Lot 17 DP 1045530

5977.000 SQUARE METRES

PARTICULARS OF RATES AND CHARGES	VALUE FOR RATING	CENTS IN \$	AMOUNT
Business Non-Urban	172000	0.00474794	\$816.65
Business Non-Urban - Base	1	277.55	\$277.55
Waste Res Unoccup Moama	1	54.60	\$54.60
20mm Filt Res Moama	1	302.09	\$302.09
20mm Raw Res Moama	1	114.07	\$114.07
Sewer Unconnected Moama	1	389.65	\$389.65

If you are experiencing financial difficulty as a result of COVID-19 please contact Council rates department on 1300 087 004 to discuss possible payment arrangement.

Council's hardship policy can be found at <https://www.murrayriver.nsw.gov.au/council/responsibilities/policies>

1ST INSTALMENT	2ND INSTALMENT	3RD INSTALMENT	4TH INSTALMENT	PLEASE DEDUCT ANY PAYMENT SINCE	TOTAL AMOUNT DUE
\$490.61	\$488.00	\$488.00	\$488.00	21/07/2021	\$1,954.61
31/08/2021	30/11/2021	28/02/2022	31/05/2022		

PROPERTY HAS BEEN CATEGORISED AS Business

Chief Executive Officer – Terry Dodds



Please advise of any change of address (see back of notice)

Please detach and Return with your payment

Please see reverse side for other methods of payment

PLEASE TICK IF RECEIPT REQUIRED

B PAY
 Biller Code: 13854
 Ref No.: 11237039

Telephone & Internet Banking – BPAY®
 Contact your bank or financial institution
 to make this payment. Quote the biller
 code and your customer reference number.
 More info: www.bpay.com.au



Billpay Code: 2291
 Ref: 011237 0390

Assess/Cust Ref No 11237039
 Name Vallenco Aust Pty Ltd
 Full Payment Instalment
\$1,954.61 **\$490.61**
 Due 31/08/2021 Due 31/08/2021

Pay In person at any Post Office,
 by phone 13 18 16, or go to
 postbillpay.com.au to pay now.

For emailed notices:
murrayriver.enotices.com.au
 Reference No: 8C38D8F97Y

POST billpay

 Instalment 1: *2291 0112370390 0049061



IMPORTANT INFORMATION - PLEASE READ CAREFULLY

PAYMENT OF THIS NOTICE

OPTION 1 — PAYMENT OF RATES AND CHARGES BY QUARTERLY INSTALMENTS - Rates may be paid by quarterly instalments as shown on the front of this notice in accordance with Section 562 of the Local Government Act 1993. If an instalment is unpaid by its due date. Daily interest charges will accrue immediately on that instalment. Instalment reminder notices will be sent to those ratepayers who choose to pay by instalment.

OPTION 2 - PAYMENT OF RATES AND CHARGES IN FULL - If you wish to pay the total amount due in full, payment should be made on or before **THE FIRST INSTALMENT DUE DATE** as daily interest will accrue immediately on the **FIRST INSTALMENT** if unpaid by its due date.

PROCEEDINGS WILL BE TAKEN FOR THE RECOVERY OF ANY AMOUNT OVERDUE AS PROVIDED IN THE ACT. THEREFORE, PLEASE PAY PROMPTLY.

COUNCIL will consider any reasonable offer for payment by regular instalments should financial difficulties prevent payment provided contact is made with Council's Rate Department by the due date.

COUNCIL may waive interest charges under Special Circumstances provided the circumstances are detailed in writing to the General Manager.

RATE CATEGORIES

RATING CATEGORY - APPLICATION FOR A CHANGE OF CATEGORY - The parcel of land described in this notice has been rated on the basis of the category shown overleaf. The rateable person (or the persons agent) must notify Council within thirty (30) days of any request for change in category - Sections 524/525 Local Government Act 1993.

APPEAL AGAINST DECLARATION OF CATEGORY - A rateable person who is dissatisfied with a category after an **APPLICATION FOR CHANGE OF CATEGORY** has been reviewed by Council may appeal to the Land and Environment Court. Any appeal must however be made within thirty (30) days after the declaration is made in accordance with Section 526 of the Local Government Act 1993. Council will provide further details on this process on request.

OTHER INFORMATION

LAND EXEMPT FROM RATES - Sections 555 556 and 557 of the Act outline details of land entitled to rate exemption. Further information is available from Council's Rate Department. Appeals under Section 574 of the Act against rates levied must be made within 30 days of the date of service of this notice to the Land and Environment Court and may be made on the basis that the land or part of it is not rateable or is not rateable to a particular rate.

DOMESTIC WASTE MANAGEMENT SERVICE CHARGES - Under Section 496 of the Local Government Act 1993 Council must make and levy a charge for the provision of Domestic Waste Management Services for each parcel of rateable land for which the service is available.

PENSIONER RATE REDUCTIONS - Persons who become eligible pensioners after the date of service of this notice are entitled to a reduction proportionate to the number of whole quarterly periods remaining in the rating year. Application forms are available at Council.

ENQUIRIES - If a ratepayer is unsure of any aspect relating to this Notice they should contact Council's Rate Department during normal office hours and Council's Rate Staff will gladly provide assistance.

HOW TO PAY



Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your nominated account including MasterCard or Visa.



Pay in person

Present this notice to any Murray River Council Office or telephone to use MasterCard or Visa.



Post
Billpay

Pay in-store at Australia Post, online at auspost.com.au/postbillpay, by phone 13 18 16 or via AusPost app.

If address shown is incorrect please complete the following.

NAME _____

ADDRESS _____



INDUSTRIAL BUSSINESS PARK DEVELOPMENT

AT
 20 McCULLOCH DR
 MOAMA

DEVELOPMENT SUMMARY

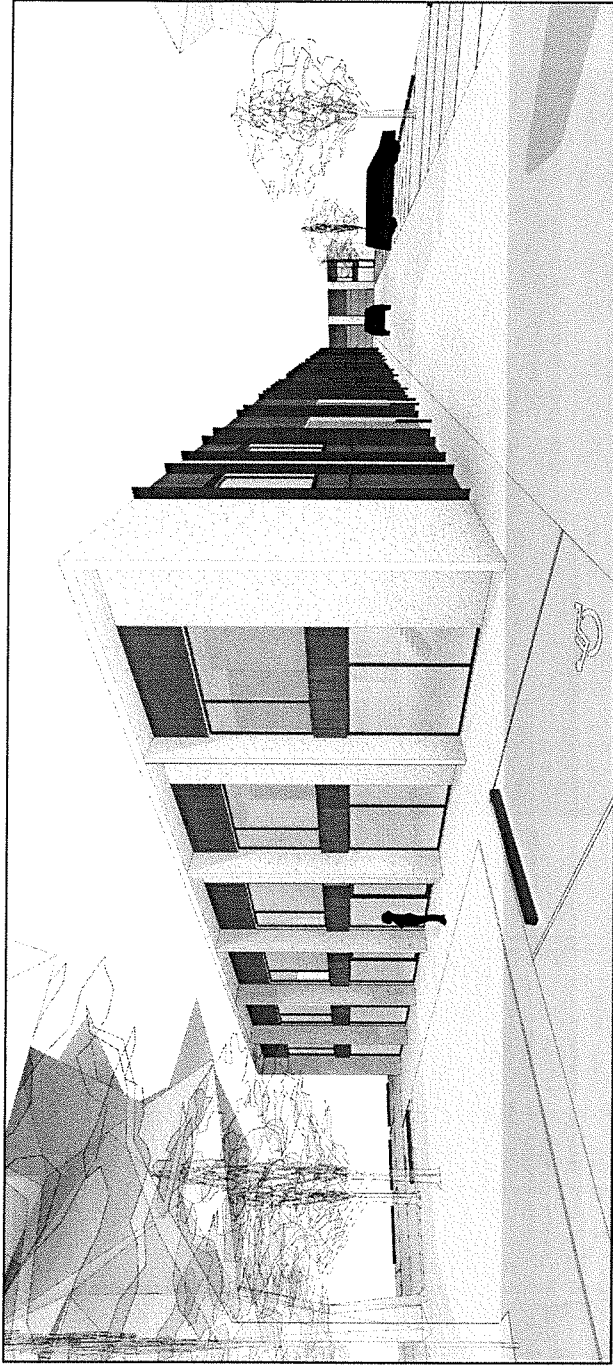
SITE AREA 5076 SQM
 SITE COVERAGE 7667 SQM
 MEZZ OFFICE 470 SQM
 TOTAL BUILD 3302 SQM
 WAREHOUSES 23
 CAR SPACES 56
 OPERATION HRS DAILY 6AM-6PM

DRAWING LIST

- DA-A00.00 COVER PAGE
- DA-A00.01 SITE ANALYSIS
- DA-A00.02 DESIGN RESPONSE / MISSING DIAGRAMS
- DA-A00.03 30 PERSPECTIVES
- DA-A00.04 30 PERSPECTIVES
- DA-A00.05 30 PERSPECTIVES
- DA-A00.06 30 PERSPECTIVES
- DA-A01.01 PROPOSED GROUND FLOOR PLAN
- DA-A01.02 PROPOSED MEZZANINE LEVEL FLOOR PLAN
- DA-A01.03 PROPOSED ROOF PLAN
- DA-A02.01 ELEVATIONS
- DA-A02.02 ELEVATIONS

AREA SCHEDULE

WAREHOUSE	FLOOR AREA	MEZZ
WAREHOUSE 01	195 m ²	72 m ²
WAREHOUSE 02	150 m ²	36 m ²
WAREHOUSE 03	138 m ²	28 m ²
WAREHOUSE 04	138 m ²	28 m ²
WAREHOUSE 05	120 m ²	
WAREHOUSE 06	120 m ²	
WAREHOUSE 07	86 m ²	29 m ²
WAREHOUSE 08	90 m ²	
WAREHOUSE 09	90 m ²	
WAREHOUSE 10	86 m ²	29 m ²
WAREHOUSE 11	120 m ²	
WAREHOUSE 12	120 m ²	
WAREHOUSE 13	120 m ²	30 m ²
WAREHOUSE 14	135 m ²	30 m ²
WAREHOUSE 15	150 m ²	38 m ²
WAREHOUSE 16	186 m ²	72 m ²
WAREHOUSE 17	140 m ²	36 m ²
WAREHOUSE 18	103 m ²	
WAREHOUSE 19	103 m ²	
WAREHOUSE 20	103 m ²	
WAREHOUSE 21	103 m ²	
WAREHOUSE 22	103 m ²	
WAREHOUSE 23	140 m ²	36 m ²
TOTAL	2857 m²	470 m²



MURRAY RIVER COUNCIL
 Development Application Approval
 Application Number: 19/2021/1312-1
 Approval Date: 19 April 2022
 Habitat 1 Linc
 Approval Number
 Sheet 1 of 12

21213

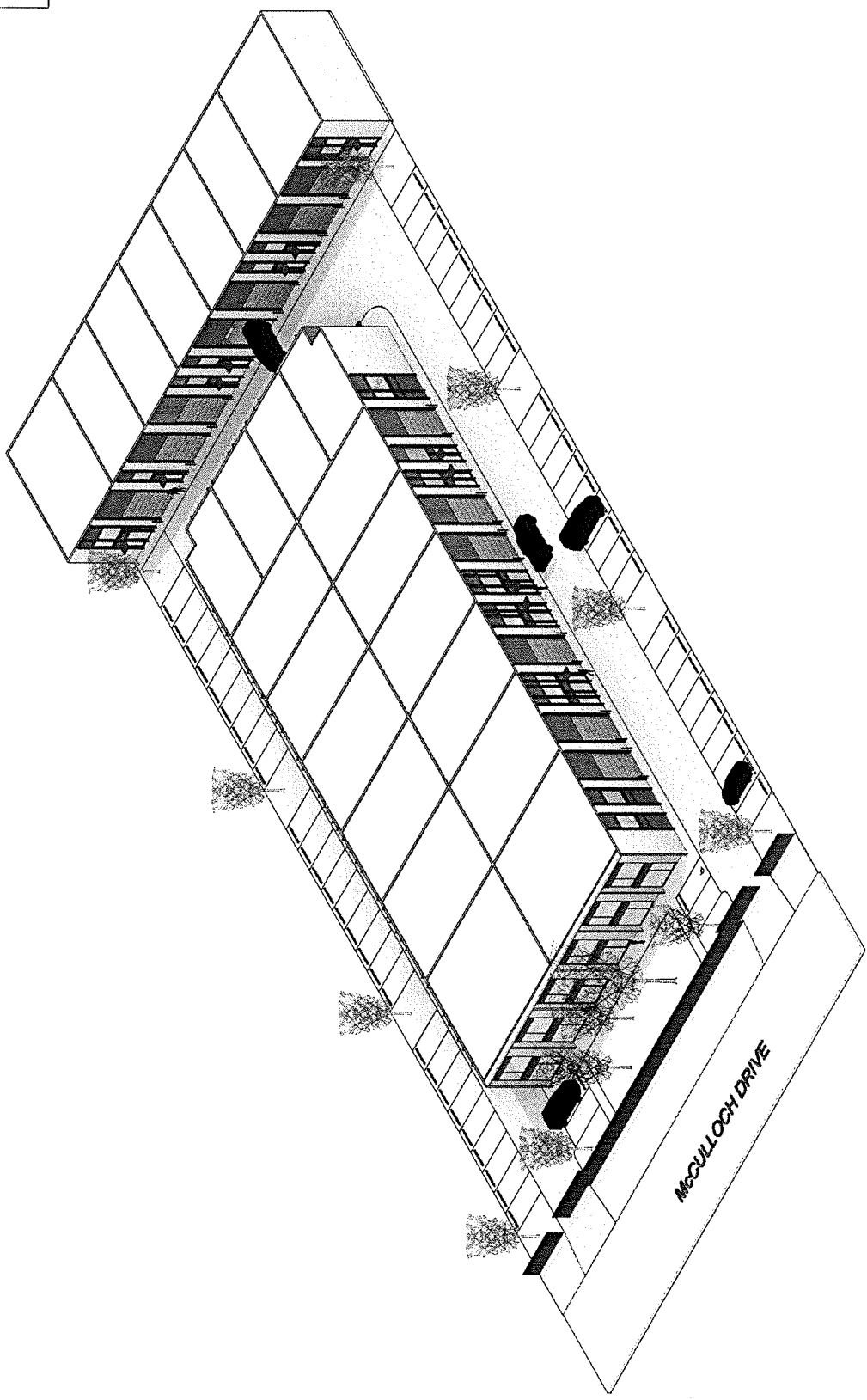
DA SUBMISSION

RESPONSE TO	DATE	BY	REVISION
DA SUBMISSION	12/12/2021	JA	1
RESPONSE TO	11/11/2021	JA	2
RESPONSE TO	12/12/2021	JA	3

archsign
 Suite 107/130 Wicksley Street Coleraine VIC 3607
 Telephone: 03 9232 1400 E: info@archsign.com.au
 www.archsign.com.au

Project
INDUSTRIAL BUSSINESS PARK DEVELOPMENT
 AT
 20 McCULLOCH DR
 MOAMA

RUPRAY RIVER COUNCIL
 Development Application Approval
 Application Number: 10/2021/317/1
 Approval Date: 19 April 2022
 Isabella Lucic
 Authorised Officer
 Sheet 2 of 12



MASSING VIEW A (NORTHEAST)

Project: INDUSTRIAL BUSINESS PARK DEVELOPMENT AT 20 McCULLOCH DR MONAMA

archsign
 Suite 10/201 Wilkeson Street Coleraine NSW 2307
 Telephone: 02 8276 1408 E: info@archsign.com.au
 www.archsign.com.au

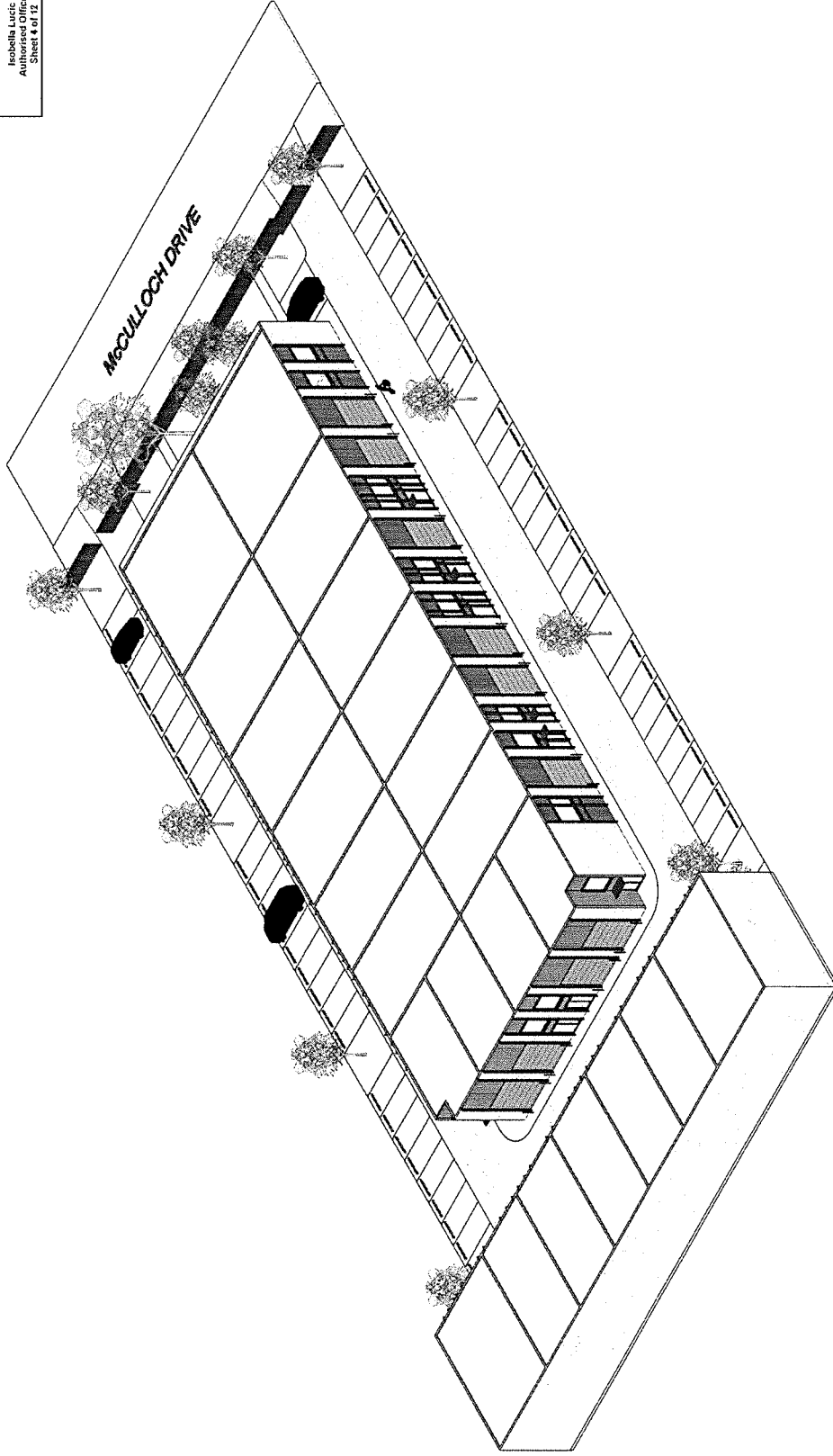
DATE	DESCRIPTION	BY
19/04/2022	DA SUBMISSION	IS

21213

DA-A00.02 - C

DESIGN RESPONSE / MASSING DIAGRAM

MURRAY RIVER COUNCIL
 Development Application Approval
 Application Number: 10,2021,317,1
 Approval Date: 19 April 2022
 Isabella Lucca
 Authorised Officer
 Sheet 4 of 12



MASSING VIEW B (SOUTHWEST)

THIS DRAWING IS A PRELIMINARY DESIGN AND IS NOT TO BE USED FOR CONSTRUCTION OR FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN APPROVAL OF ARCHISIGN. ANY CHANGES TO THIS DRAWING MUST BE APPROVED BY ARCHISIGN. THE CLIENT ACCEPTS ARCHISIGN'S LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY THIS DRAWING. THE CLIENT ACCEPTS ARCHISIGN'S LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY THIS DRAWING. THE CLIENT ACCEPTS ARCHISIGN'S LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY THIS DRAWING.

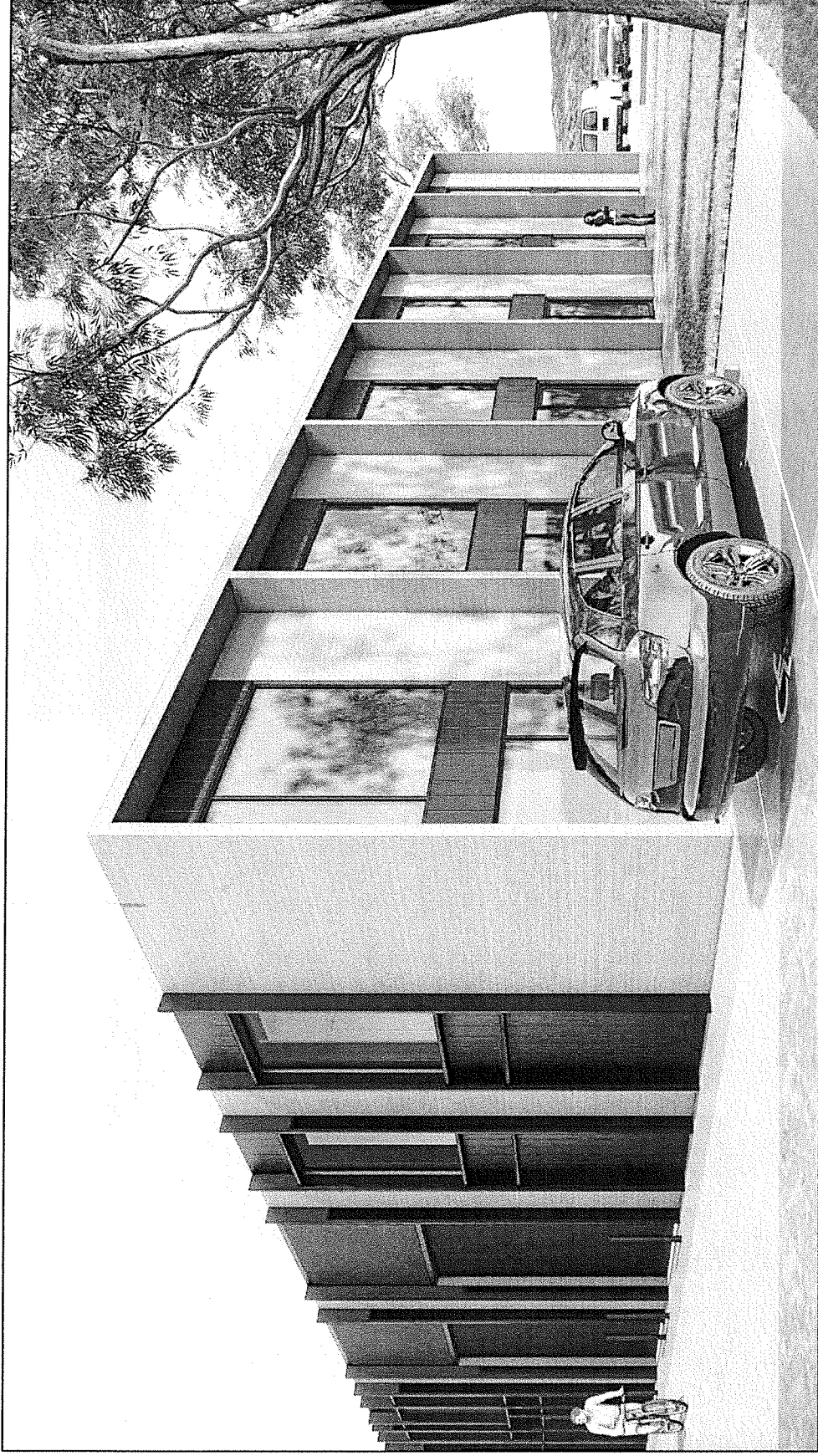
Project No: **21213**
 Date: 19/04/2022
 Scale: 1:500
 Drawing No: DA-000.03 - C
 Project Name: INDUSTRIAL BUSINESS PARK DEVELOPMENT AT 20 McCulloch Dr Moama

Item No.	Description	Quantity	Unit	Value
1	Site Preparation	1	Lot	100,000
2	Foundation	1	Lot	100,000
3	Structure	1	Lot	100,000
4	Roofing	1	Lot	100,000
5	Cladding	1	Lot	100,000
6	Windows	1	Lot	100,000
7	Doors	1	Lot	100,000
8	Interior Fitout	1	Lot	100,000
9	External Works	1	Lot	100,000
10	Professional Fees	1	Lot	100,000
11	Contingency	1	Lot	100,000
12	Other	1	Lot	100,000
Total				1,000,000

archsign
 Suite 10/70-80 Wellington Street Colyton Wood 2067
 Telephone: 03 2323 1400 E info@archsign.com.au
 www.archsign.com.au

Project: **INDUSTRIAL BUSINESS PARK DEVELOPMENT AT 20 McCulloch Dr MOAMA**

MURRAY RIVER COUNCIL
 Development Application Approval
 Application Number: 10/2024.1.17.1
 Approval Date: 19 April 2022
 Isabelle Luce
 Authorised Officer
 Sheet 8 of 12



PERSPECTIVE VIEW D (SOUTHEAST ENTRANCE)

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Project No: **21213**
 Date: **SEP 2021**
 Scale: **1:100**
 Drawing No: **DA-A00.04 - C**
 Drawing Title: **3D PERSPECTIVES**

Revision	Description	Author	Checked	Date
1	ISSUED FOR PERMIT	IS	IS	12/12/2021
2	REVISED PER ARCHSYGN COMMENTS	IS	IS	12/12/2021
3	REVISED PER ARCHSYGN COMMENTS	IS	IS	12/12/2021
4	REVISED PER ARCHSYGN COMMENTS	IS	IS	12/12/2021
5	REVISED PER ARCHSYGN COMMENTS	IS	IS	12/12/2021

DA SUBMISSION

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 5/4 St. Kilda Rd. Melbourne, VIC 3004
 Phone: 03 9227 1400 E info@archsign.com.au
 www.archsign.com.au

Project: INDUSTRIAL BUSINESS PARK
 DEVELOPMENT
 AT
 20 MCCULLOCH DR
 MORIMA

MURRAY RIVER COUNCIL
 Development Application Approval
 Application Number: 10,2021.337.1
 Approval Date: 19 April 2022
 Isabella Lude
 Architect
 Sheet 6 of 12



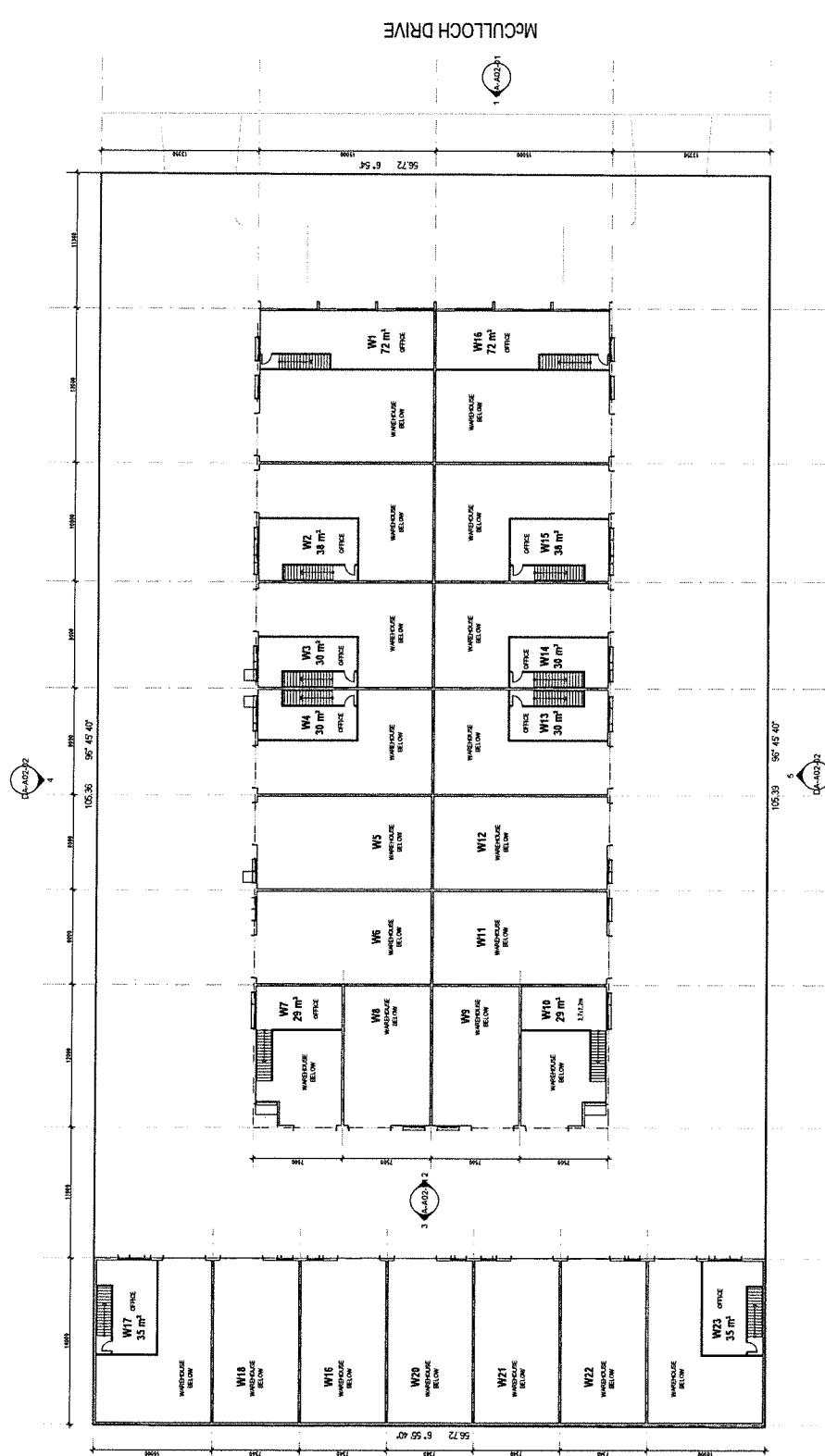
PERSPECTIVE VIEW B (NORTH FACADE)

3D PERSPECTIVES
 Project No. 21213
 Date: 19 SEP 2021
 Client: MURRAY RIVER COUNCIL
 Project: INDUSTRIAL BUSINESS PARK DEVELOPMENT AT 20 McCulloch Dr Moama

Item No.	Description	Unit	Quantity	Rate	Total
1	3D PERSPECTIVES				
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Project: INDUSTRIAL BUSINESS PARK DEVELOPMENT AT 20 McCulloch Dr MOAMA
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MURRAY RIVER COUNCIL
 Development Application Approval
 Application Number: 10.2021.3.17.11
 Approval Date: 19 April 2022
 Isabella Lude
 Architect
 1000 River Street S of 12



Project: **INDUSTRIAL BUSINESS PARK DEVELOPMENT**
 AT
 20 McCULLOCH DR
 MOAMA

archsign
 55 Macquarie Street, Canberra ACT 2601
 Tel: 02 613 3222 Fax: 02 613 3223
 www.archsign.com.au

Checked	PL	DR	FR
21/02/22	C		
21/02/22	A		
21/02/22	J		
21/02/22	P		
21/02/22	S		
21/02/22	T		
21/02/22	U		
21/02/22	V		
21/02/22	W		
21/02/22	X		
21/02/22	Y		
21/02/22	Z		

21213

SEP 2021

DA SUBMISSION

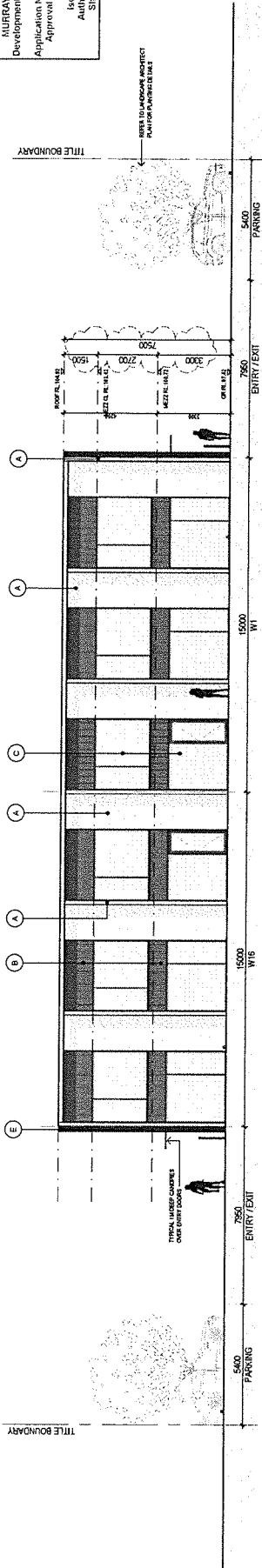
PROPOSED MEZZANINE LEVEL FLOOR PLAN DA-A01.02-C

DEVELOPMENT SUMMARY

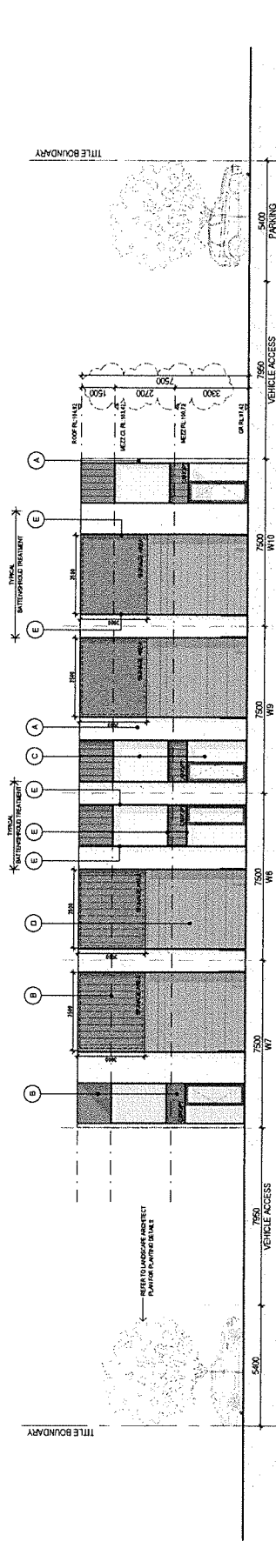
SITE AREA	5976 SQM
SITE COVERAGE	2857 SQM
MEZZ OFFICE	470 SQM
TOTAL BUILD	3327 SQM
WAREHOUSES	23
CAR SPACES	56

NOTES:
 1. THE ARCHITECT HAS ASSUMED THAT THE SITE IS SUITABLE FOR THE PROPOSED DEVELOPMENT.
 2. THE ARCHITECT HAS ASSUMED THAT THE SITE IS SUITABLE FOR THE PROPOSED DEVELOPMENT.
 3. THE ARCHITECT HAS ASSUMED THAT THE SITE IS SUITABLE FOR THE PROPOSED DEVELOPMENT.
 4. THE ARCHITECT HAS ASSUMED THAT THE SITE IS SUITABLE FOR THE PROPOSED DEVELOPMENT.
 5. THE ARCHITECT HAS ASSUMED THAT THE SITE IS SUITABLE FOR THE PROPOSED DEVELOPMENT.

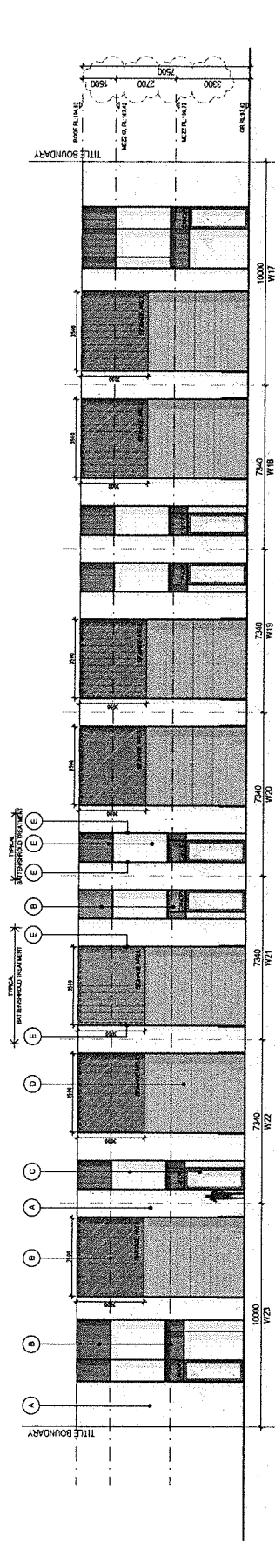
MURRAY RIVER COUNCIL
 Development Application Approval
 Application Number: 19/2021.317.1
 Approval Date: 19 April 2022
 Issabella Lotic
 Architect
 Sheet 11 of 12



E1. EAST ELEVATION (STREETSCAPE)
 1:100



E2. INTERNAL ELEVATION (EAST)
 1:100



E3. INTERNAL ELEVATION (WEST)
 1:100

- EXTERIOR FINISHES SCHEDULE
- (A) CONCRETE
 - (B) COLORADO INTERLOCK CLAYING
 - (C) BRICK
 - (D) TYPICAL WATERPROOF TREATMENT
 - (E) POLYURETHANE

Project No: 21213

Client: MURRAY RIVER COUNCIL

Site: 20 MCULLOCH DR MOAMA

Scale: 1:100

Date: 19 APR 2022

Author: ISSABELLA LOTIC

Checked: ISSABELLA LOTIC

Approved: ISSABELLA LOTIC

DA SUBMISSION

archsign

INDUSTRIAL BUSINESS PARK DEVELOPMENT AT 20 MCULLOCH DR MOAMA

www.archsign.com.au

ISSABELLA LOTIC ARCHITECTURE

**NOTICE TO APPLICANT OF DETERMINATION
 OF A DEVELOPMENT APPLICATION**
 Issued under the *Environmental Planning and Assessment Act 1979* Sect 4.16 & 4.18

APPLICATION No.:	DA 10.2021.317.1
Assessment No.:	11237039
Parcel No.:	29480
DEVELOPMENT APPLICATION DETAILS	
Applicant Name	Archsign Suite 18/70-80 Wellington Street COLLINGWOOD VIC 3066
Subject Land	Lot: 17 DP: 1045530
Address of Land	20 McCulloch Drive MOAMA
Owners Name	Vallenco Aust Pty Ltd
Proposed Development	Strata Subdivision, Construction of 23 warehouses, at grade parking and associated site works
DETERMINATION	
Consent approved subject to conditions described on the following pages.	
Approval Date	16 May 2022
Consent to Operate from (date)	16 May 2022
Consent to Lapse on (date)	17 May 2027
Attachments	Consent Conditions

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

A. Conditions of development consent—the Act

Section 69: Compliance with *Building Code of Australia* and insurance requirements under the *Home Building Act 1989*

Section 70: Erection of signs

Section 71: Notification of *Home Building Act 1989* requirements

Section 72: Entertainment venues

Section 73: Maximum capacity signage

Section 74: Shoring and adequacy of adjoining property

Section 81: Build-to-rent housing

Please refer to the NSW State legislation for full text of the above Sections under Part 4 Division 2 of the *Environmental Planning and Assessment Regulation 2021*.

B. Planning conditions

General Conditions which must be fulfilled

1. Approved plans and use of the building

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

Plan No/ Document Title	Sheet No.	Author/Draw n By	Date	Comment
Cover Page	Revision C, DA-A00.00 - C	ARCHSIGN	24/01/2022	Development Summary
Site Analysis	Revision C, DA-A00.01 - C	ARCHSIGN	24/01/2022	Plan of Survey
Design Response / Massing Diagrams	Revision C, DA-A00.02 - C	ARCHSIGN	24/01/2022	Massing View A (North/East)
Design Response / Massing Diagrams	Revision C, DA-A00.03 - C	ARCHSIGN	24/01/2022	Massing View B (South/West)
3D Perspectives	Revision C, DA-A00.04 - C	ARCHSIGN	24/01/2022	Perspective View D (South/East Entrance)

3D Perspective	Revision C, DA-A00.05 - C	ARCHSIGN	24/01/2022	Perspective View B (North Façade)
3D Perspective	Revision C, DA-A00.06 - C	ARCHSIGN	24/01/2022	Perspective View C (Internal East Façade)
Proposed Ground Floor Plan	Revision C, DA-A01.01 - C	ARCHSIGN	24/01/2022	Site Plan
Proposed Mezzanine Level Floor Plan	Revision C, DA-A01.02 - C	ARCHSIGN	24/01/2022	-
Proposed Roof Plan	Revision C, DA-A01.03 - C	ARCHSIGN	24/01/2022	-
Elevations	Revision C, DA-A02.01 - C	ARCHSIGN	24/01/2022	East Elevation (Streetscape), Internal Elevation (East), and Internal Elevation (West).
Elevations	Revision C, DA-A02.02 - C	ARCHSIGN	24/01/2022	North Elevation A, North Elevation B, South Elevation A, South Elevation B/
Landscaping Plan	L-TP1	ARCHSIGN	05/11/2021	Landscaping Plan and Planting Schedule
Waste Management Plan (WMP)	Sheet 1 - 10	Frater	04/11/2021	Waste Management Plan
Bush Fire Report	Sheet 1 - 22	Bushfire Planning & Design (BPAD)	05/11/2021	Bushfire Hazard Assessment
Strata Subdivision Plan	Sheet 1 of 1	Planright	21/03/2022	Proposed Plan of Strata Subdivision

warehouse or distribution centre means a building or place used mainly or exclusively for storing or handling items (whether goods or materials) pending their sale, but from which no retail sales are made, and includes local distribution premises.

Note: No other use is permitted for the proposed structures unless prior consent by Council is obtained. No washing of vehicles is permitted to occur on the site at any time. Signage locations are approved in accordance with the plans, and no additional signage is approved as part of this DA.

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

2. Hours of operation

The hours of operation for the business are:

- a) Monday to Sunday, including Public Holidays, 6.00am to 8pm;

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

3. Essential fire or other safety measures

In granting this consent, Council requires the essential fire or other safety measures, as determined by the Principal Certifier upon assessment of the Construction Certificate, to be installed and maintained to comply with the requirements of the Building Code of Australia. Prior to the issue of an Occupation Certificate the owner must cause the Council to be given a fire safety certificate. The fire safety certificate must state in relation to each essential fire or other safety measure implemented in the building or on the land on which the building is situated:

- a) The measure has been assessed by a person (chosen by the owner of the building) who is properly qualified to do so; and
- b) As at the date of the assessment the measure was found to be capable of functioning at a standard not less than required by the Schedule attached to the Construction Certificate.

Note: Annual Fire Safety Statements must be submitted to Council within each twelve-month period certifying the maintenance standard of the Essential or Other Safety Measure installed on the property.

Reason: To comply with the Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021.

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

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

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

5. Protection of vegetation

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

Reason: To comply with the Biodiversity Conservation Act 2016.

6. Aboriginal Cultural Heritage

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

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

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

7. Loading and unloading

All loading and unloading associated with the development must be carried out wholly within the site.

Reason: To ensure such operations do not interfere with use of the adjoining roadway and/or footpath.

8. Vehicle access and egress

- a) All vehicles must enter and exit the site in a forward direction.
- b) The internal access, parking and turning areas have been designed to accommodate cars and service vehicles only. No large vehicles such as semi-trucks or b-doubles are to enter the site.

Reason: To provide safe movement of vehicles and pedestrians and accord with the *Murray Development Control Plan 2012*.

9. Noise control

The emission of noise associated with the use of the premises including the operation of any mechanical plant and equipment must comply with all standards outlined in the Noise Policy for Industry 2017 (NSW EPA) & A Guide to the Noise Policy for Industry (NSW EPA).

In the event the use exceeds permitted levels, the person in control of the premises must arrange for an acoustic investigation to be carried out by an accredited acoustic engineer and implement those measures to reduce noise to acceptable levels. Additional ongoing mitigations will be required to be installed and maintained for the life of the development.

Reason: To protect the amenity of the area and to comply with the Protection of the Environment Operations Act 1997 and Noise Policy for Industry 2017.

10. Amenity protection

The approved development must not adversely affect the amenity and environment of the neighbourhood in any way including:

- (a) The appearance of any buildings, works or materials used.
- (b) The parking or movement of motor vehicles.
- (c) The transporting of materials or goods to or from the site.
- (d) Noise, air and water discharges from the site.
- (f) Electrical interference.
- (g) The storage and handling of garbage, fuels, chemicals, pesticides, gasses, waste products or other materials.
- (h) Emissions or discharges into the surrounding environment including, from wastewater, sediment, dust, vibration, odours or other harmful products.

Note: The Applicant must notify, at the earliest opportunity, Murray River Council of any incident which has caused, or threatens to cause, material harm to the environment. For any other incident associated with the development, the Applicant must notify Murray River Council as soon as practicable after the Applicant becomes aware of the incident. Within 7 days of the date of the incident, the Applicant must provide Murray River Council with a detailed report on the incident, and such further reports as may be requested.

Reason: To protect the amenity of the adjoining area.

11. Security

Any security alarms or similar devices installed on the land must be of a silent type in accordance with any current standard published by Standards Australia and be connected to a security service.

Reason: To ensure the use of the property does not detrimentally affect neighbouring properties.

12. Landscaping

All landscape works must be constructed in accordance with the stamped approved plan.
Landscaping must be maintained:

- In accordance with the approved plan, and
- In a healthy state, and
- In perpetuity by the existing or future owners and occupiers of the property.

If any of the vegetation comprising landscaping dies or is removed, it must be replaced with vegetation of the same species and the same maturity, as the vegetation which died or was removed.

Reason: To ensure the site is appropriately landscaped.

Conditions which must be fulfilled prior to the release of the Construction Certificate**13. Section 7.11 and Section 64 charges**

The payment of Section 7.11 Development Contributions and Section 64 sewerage and water headworks charges are applicable and must be paid to Council prior to the release of the Construction Certificate. The fees will be charged and calculated in accordance with Council's Adopted Fees and Charges at the time the Subdivision Certificate is lodged with the Principal Certifier. See below:

Section 64 Servicing Charges (Murray)

DEVELOPMENT	Industrial
CONTRIBUTION RATE (% OF ET)	100% of ET
SEWER	Rate at time of CC lodgement x 22
FILTERED WATER	Rate at time of CC lodgement x 22
RAW WATER	Rate at time of CC lodgement x 22

Section 7.11 Development Contributions (Murray)

DEVELOPMENT	Warehouses
CONTRIBUTION RATE (% OF ET)	1 ET = 6.5 Movements
ROAD UPGRADE	$(3327\text{m}^2 / 100) \times 4 = 133.08$ $= 133.08 / 6.5 = 20.47 \text{ ET}$ minus 1 existing ET 19.47ET @ rate at the time of CC lodgement.
OPEN SPACE	Rate at time of CC lodgement x 22
COMMUNITY FACILITIES	Rate at time of CC lodgement x 22
WASTE	Rate at time of CC lodgement x 22
STORMWATER	Rate at time of CC lodgement x 22

An Invoice will be generated once application is received.

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

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

14. Liquid Trade Waste

A Liquid Trade Waste agreement (**if required**) must be concluded with Council prior to the issue of a Construction Certificate. Please contact Council to determine if a Liquid Trade Waste agreement is required. If required, you can obtain an application to discharge Liquid Trade Waste from Council (Note: a fee on application submission will apply).

Reason: To ensure compliance with Murray River Council Liquid Trade Waste Policy and State Government requirements.

Conditions which must be fulfilled prior to the release of the Subdivision Works Certificate

15. Subdivision Works Plans

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

- a) Vehicle access (driveways).
- b) Sewer.
- c) Filtered and Raw Water.
- d) Environmental and sedimentation details.
- e) Stormwater Management.
- f) Concrete footpaths (1.5m wide).
- g) Streetscaping.
- h) Indicative details of utilities (gas, telecommunications).

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

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

The plan must be prepared to the satisfaction of Council's Engineering Department. The plan must be prepared in accordance with Council's 'Guidelines for Subdivisions and Development Standards' and must be consistent with conditions of this consent. . The plan must incorporate Water Sensitive Urban Design techniques and be consistent with Managing Urban Stormwater: Soils and Construction (i.e. 'The Blue Book' produced by LANDCOM). All infrastructure proposed as part of the plan as well as any required upgrades to existing infrastructure must be fully funded by the Applicant. The plan must be approved by Council prior to the release of the Subdivision Works Certificate.

Note: Subdivision works plans must be pre-approved by Council prior to an application for Subdivision Works Certificate being lodged on the NSW Planning Portal.

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

16. Erosion and Sediment Control Plan

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

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

17. Engineering Supervision and Plan Checking Fees

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

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

18. Council Infrastructure

Recent photographs of Council's infrastructure near the proposed works must be submitted to Council, to the satisfaction of Council's Engineering Department, prior to the release of the Subdivision Works Certificate.

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

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

19. Subdivision Works Certificate

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

Note: Subdivision works plans must be pre-approved by Council prior to an application for Subdivision Works Certificate being lodged on the NSW Planning Portal.

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

20. Construction Certificate for the warehouses

A Construction Certificate must be **submitted to and approved by a nominated Certifier** prior to any building works taking place on the subject site. The Construction Certificate must be lodged via the NSW Planning Portal.

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

21. Erosion and sedimentation controls

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

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

22. Temporary water closet

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

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

23. Works in road reserve

An application must be lodged with Council via the NSW Planning Portal (**application fees apply**) prior to constructing hard surface driveways, footpaths or the like on or over the road reserve. Any works in the road reserve, including landscaping, require approval under the Roads Act 1993.

Reason: To comply with the Roads Act 1993.

24. Section 68 Application

An application under Section 68 of the Local Government Act 1993 must be lodged with Council via the NSW Planning Portal (**application fees apply**) and approved prior to the following works commencing on the site:

- a. To carry out water supply, sewerage and stormwater drainage work in accordance with Part B of Section 68 of the Local Government Act 1993.

Once the Section 68 approval has been granted, before any sanitary plumbing and drainage work or water supply work (up to the point of connection) is commenced, a Notice of Work (NoW) must be submitted to Council 48 hours **prior to works commencing**. On completion of work, the licensed plumber/drainer must apply for an inspection (inspection fees apply) and a Certificate of Compliance (CoC) must be submitted to Council. A Sewer Service Diagram (SSD) must also be provided to Council upon completion of the drainage works.

Reason: To comply with the Local Government Act 1993 and to ensure the installation of plumbing and drainage work is in accordance with Australian Standards and the Plumbing Code of Australia.

Conditions which must be complied with during works and in perpetuity

25. Vehicles during construction

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

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

26. Vehicle access

Vehicle access to the construction site is to be restricted to a single, all-weather driveway. This access point is to be stabilized and maintained until construction onsite is completed.

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

27. Waste Containment

Designated waste containment areas must be provided on site and maintained to prevent any windblown litter escaping from the site.

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

28. Council property

Any damage or deterioration to any Council property including road reserves, or removal of any existing street trees, must be reinstated to its original condition at the Applicant's expense to the satisfaction of Council. Replacement tree(s) must be the same species and size as the one removed.

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

29. Minimise dust and noise

The Applicant must undertake measures to minimise dust and noise and ensure the impact on neighbouring properties is minimised.

Reason: To minimise environmental and amenity impacts in respect to construction of the development.

30. Time of work

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

Reason: To protect the amenity of the area.

Conditions which must be fulfilled prior to the Release of the Occupation Certificate

31. Occupation Certificate

The Applicant must not allow or permit the building to be occupied or used, until:

- a) All conditions of this consent have been completed in full;
- b) An application for an Occupation Certificate has been completed and lodged with the Principal Certifier via the NSW Planning Portal; and
- c) The Principal Certifier has issued an Occupation Certificate.

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

32. Driveway

Prior to the issue of an Occupation Certificate a commercial/industrial standard plain concrete driveway and layback gutter, to Council specifications, must be constructed from the kerb to the property boundary. A separate application must be made to Council for approval to construct the driveway.

Note: Please contact Council's Infrastructure Department to ascertain who undertakes these works.

Reason: To protect Council assets and to comply with the Roads Act 1993.

33. Car parking

All areas set aside of access and vehicle parking on the approved construction plans must be constructed to the satisfaction of the Council, including:

- (a) Surfaced with an impervious all-weather seal coat;
- (b) Drained in accordance with an approved stormwater drainage plan;
- (c) Properly illuminated with lighting designed, baffled and located to prevent any adverse effect on adjoining land;
- (d) Measures taken to prevent damage to fences or landscaped areas;
- (e) Provision of traffic control signage or structures as required;
- (f) Provision of signage directing drivers to areas set aside of car parking;
- (g) All carparks forward of the building line must be constructed of reinforced concrete or bitumen surface and must be appropriately line marked.

Reason: To ensure there is suitable car parking on the site.

34. Waste receptacle area

An adequate waste receptacle area must be provided on-site to store all waste pending disposal. Such area must be screened, regularly cleaned and accessible to collection vehicles in the interest of amenity, safety and public convenience.

Reason: To ensure a waste receptacle area is provided.

35. Fire Safety Certificate

On completion of the erection of the building, the owner must provide Council with a Fire Safety Certificate certifying all essential services installed in the building have been inspected and tested by a competent person and were found to have been designed and installed to be capable of operating to the minimum standard required by the Building Code of Australia.

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

Conditions which must be fulfilled prior to the release of the Strata Certificate

36. Strata Certificate

A Strata Certificate Application must be submitted to and approved by Council. The Strata Certificate Application must be lodged via the [NSW Planning Portal](#).

The application must include formal subdivision plans, Strata Management Statement, an Administration Sheet and relevant Instrument Sheet (if applicable). Easements must be shown over all services and covenants as required by the conditions of consent must be incorporated into the appropriate instruments.

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

Note: The Strata Management Statement must outline quality and maintenance of water, sewer and stormwater infrastructure and must be in accordance with the relevant standards at no cost to Council.

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

Reason: To comply with *the Strata Schemes Development Act 2015*.

37. Electricity

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

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

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

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

Reason: To satisfactorily service the lots created.

38. Natural gas

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

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

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

Reason: To satisfactorily service the lots created.

39. Telecommunications and fiber-ready facilities

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

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

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

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

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

40. Practical Completion of Infrastructure

The following infrastructure must be provided to service the development:

- a) **Vehicle access (driveways).** A formed driveway access to Council specifications must be provided to relevant allotments as outlined on the approved Subdivision Works Certificate(s). A separate application must be made to Council's Engineering Department for approval to construct any driveway access. Please contact Council's Engineering Department for further information.
- b) **Sewer.** Each allotment must be connected into Council's reticulated sewerage system.
- c) **Filtered and Raw Water.** Each allotment must be provided with filtered and raw water supply. Note: Separate filtered and raw water meters are not required to be installed prior to the release of the Subdivision Certificate.
- d) **Stormwater Management.** Each allotment must be provided with appropriate stormwater infrastructure.
- e) **Streetscaping.** Streetscaping, revegetation works, buffer plantings and associated infrastructure must be *completed* in accordance with the approved plan. The Applicant is responsible for the maintenance and care, including replacement with similar species/age plants of all plantings for a period of twelve (12) months from release of the Subdivision Certificate.

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

Reason: To ensure the development is appropriately serviced.

41. Works as Executed Plans

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

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

42. Civil construction and streetscape maintenance deposit

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

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

43. Defects liability period

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

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

44. CCTV Footage

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

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

Advice to Applicant – Subdivisions

Advertising signs

Advertising signs, unless exempt development, must not be erected, fixed, painted or displayed outside of the approved signage locations. All signs must be designed to complement development on-site and be maintained at all times in good order and condition.

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

On-site accessible car parking space

Under the Building Code of Australia, there may be a requirement for a minimum of one (1) on-site car parking space to be designed as an accessible car parking space. This requirement will be assessed at the Construction Certificate application stage by the Principal Certifier. If triggered, this on-site accessible car parking space must be designed in accordance with *Australian Standard 2890.6* and the Building Code of Australia.

Reason: To advise the Applicant an on-site accessible car parking space may be triggered during the Construction Certificate assessment.

Engineering Guidelines

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

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

Long Service Levy

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

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

Notice of inspections

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

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

Bonding of works

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

Reason: To advise of information regarding bonding of works.

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

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

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

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

Reason: To protect underground assets.

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

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

The development must be in accordance with the relevant provisions and Regulations of the *Biodiversity Conservation Act 2016*, the *Fisheries Management Act 1994*, the *Heritage Act 1977*, the *Local Government Act 1993*, the *National Parks and Wildlife Act 1974*, the *Protection of the Environment Operations Act 1997*, the *Roads Act 1993*, the *Rural Fires Act 1997*, the *Water Management Act 2000* and all other applicable legislation.

Reason: To comply with relevant legislation.

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

Reason: To comply with NSW Environment Protection Authority requirements.

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

Reason: To comply with the Disability Discrimination Act 1992.

Advice to Applicant

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

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

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

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

Reason: To protect underground assets.

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

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

The development must be in accordance with the relevant provisions and Regulations of the Biodiversity Conservation Act 2016, the Fisheries Management Act 1994, the Heritage Act 1977, the Local Government Act 1993, the National Parks and Wildlife Act 1974, the Protection of the Environment Operations Act 1997, the Roads Act 1993, the Rural Fires Act 1997, the Water Management Act 2000 and all other applicable legislation.

Reason: To comply with relevant legislation.

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

Reason: To comply with NSW Environment Protection Authority requirements.

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

Reason: To comply with the Disability Discrimination Act 1992.

OTHER APPROVALS

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

- Not contained in this document, please see condition 24.

RIGHT OF APPEAL

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

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

Review of Determination

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

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



Isobella Lucic
Acting Manager Planning Services

16 May 2022



Murray River Council
 PO Box 906
 Moama NSW 2731
 p 1300 087 004
 f 03 5884 3417
 e admin@murrayriver.nsw.gov.au
 w www.murrayriver.nsw.gov.au

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

APPLICANT: InfoTrack
 GPO Box 4029
 Sydney NSW 2001

CERTIFICATE NO: 907-2122c
DATE: 1 June 2022

EMAIL: ecertificates@infotrack.com.au

APPLICANT'S REFERENCE: 099108

COUNCIL'S REFERENCE: 11237039

DESCRIPTION OF LAND:

LOT: 17
DP: 1045530
ADDRESS: 20 McCulloch Drive
 Moama NSW 2731

OWNER: Vallenco Aust Pty Ltd

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

1. Names of relevant planning instruments and DCPs

The names of:

<p>(1) each environmental planning instrument that applies to the carrying out of development on the land.</p>	<p>Murray Local Environmental Plan 2011 The <i>Murray Local Environmental Plan 2011</i> is the principal statutory planning document prepared by Council to guide planning decisions for the Greater Murray and Moama wards of the Murray River Local Government Area. An electronic version is available at: www.legislation.nsw.gov.au.</p> <p>State Environmental Planning Policies – Refer to Appendix 'B'</p> <p>Proposed Changes to Business & Industrial Zones On 1 December 2022, Business and Industrial zones will be replaced by the new Employment zones under the Standard Instrument (Local Environmental Plans) Order 2006. The Department of Planning and Environment is currently exhibiting details of how each Local Environmental Plan that includes a current Business or Industrial zone will be amended to use the new Employment zones. The Explanation of Intended Effect (EIE) and a searchable web tool that displays the current and proposed zone for land covered in this public exhibition is available on the Planning Portal.</p>
<p>(2) each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Planning Secretary has notified the Council that the making of the proposed instrument has been deferred indefinitely or has not been approved).</p>	<p>Proposed Murray LEP 2011 - Planning Proposals Nil</p>

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

2. Zoning and land use under relevant LEPs

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

(a) the identity of the zone, whether by reference to a name (such as "Residential Zone" or "Heritage Area") or by reference to a number (such as "Zone No 2(a)"),	IN1 General Industrial
(b) the purposes for which the instrument provides that development may be carried out within the zone without the need for development consent,	Refer to Appendix 'A'
(c) the purposes for which the instrument provides that development may not be carried out within the zone except with development consent,	All development (construction and/or use) in this zone requires approval (development consent or complying development certificate) unless it is prohibited or, if listed as Exempt Development in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 or where relevant in Section 3.1 of Murray LEP 2011. The demolition of all dwelling houses and most buildings or structures on the land requires development consent unless it is Exempt Development.
(d) the purposes for which the instrument provides that development is prohibited within the zone,	Refer to Appendix 'A'
(e) whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed,	Refer to Appendix 'A'
(f) whether the land includes or comprises critical habitat	Not known to.
(g) whether the land is in a conservation area (however described),	No
(h) whether an item of environmental heritage (however described) is situated on the land.	No

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

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

<p>Whether or not the land on which no complying development may be carried out under the <u>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</u> and, if no complying development may be carried out on that land under that Policy, the reason why complying development may not be carried out on that land.</p>	<p>Part 3 Housing Code Not applicable.</p> <p>Part 3A Rural Housing Code Not applicable.</p> <p>Part 3B Low Rise Medium Density Housing Code Not applicable.</p> <p>Part 3C Greenfield Housing Code Not applicable.</p> <p>Part 3D Inland Code Not applicable.</p> <p>Part 4 Housing Alterations Code Complying Development under the Codes SEPP may be carried out on all of land.</p> <p>Please note that Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.</p> <p>Part 4A General Development Code Complying Development under the Codes SEPP may be carried out on all of land.</p> <p>Please note that Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.</p> <p>Part 5 Commercial and Industrial Alterations Code Complying Development under the Codes SEPP may be carried out on all of land.</p> <p>Please note that Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.</p> <p>Part 5A Commercial and Industrial (New Buildings and Additions) Code Complying Development under the Codes SEPP may be carried out on all of land.</p> <p>Please note that Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.</p> <p>Part 5B Container Recycling Facilities Code Complying Development under the Codes SEPP may be carried out on all of land.</p> <p>Please note that Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.</p> <p>Part 6 Subdivisions Code Complying Development under the Codes SEPP may be carried out on all of land.</p> <p>Please note that Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.</p> <p>Part 7 Demolition Code Complying Development under the Codes SEPP may be carried out on all of land.</p> <p>Please note that Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.</p> <p>Part 8 Fire Safety Code Complying Development under the Codes SEPP may be carried out on all of land.</p> <p>Please note that Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.</p>
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Disclaimer - This certificate only addresses matters raised in Clauses 1.17A (1)(c-e),(2),(3),(4), 1.18(1)(c3) & 1.19 of the Codes SEPP. It is your responsibility to ensure that you comply with any other requirements of the Codes SEPP. Failure to comply with these provisions may mean that a Complying Development Certificate issued under the provisions of the Codes SEPP could be invalidated by the Land and Environment Court.

4, 4A (Repealed)

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

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

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

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

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

Whether or not the land is affected by a policy:

<p>(a) adopted by the Council, or (b) adopted by any other public authority and notified to the Council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the Council, that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).</p>	<p>Not known to be affected.</p>
<p>Yes- bushfire</p>	

7A. Flood related development controls

<p>(1) If the land or part of the land is within the flood planning area and subject to flood related development controls. (2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls. (3) In this clause— flood planning area has the same meaning as in the Floodplain Development Manual. Floodplain Development Manual means the <i>Floodplain Development Manual</i>(ISBN 0 7347 5476 0) published by the NSW Government in April 2005. probable maximum flood has the same meaning as in the Floodplain Development Manual.</p>	<p>Not known to be affected.</p>
<p>No</p>	

8. Land reserved for acquisition

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

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

9A. Biodiversity certified land

<p>If the land is biodiversity certified land under Part 8 of the <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>None that Council is aware of.</p>
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10. Biodiversity stewardship sites

<p>If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the <i>Biodiversity Conservation Act 2016</i>, 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 <i>Threatened Species Conservation Act 1995</i> that are taken to be biodiversity stewardship agreements under Part 5 of the <i>Biodiversity Conservation Act 2016</i>.</p>	<p>None that Council is aware of.</p>
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10A. Native vegetation clearing set asides

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

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

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

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

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

If <i>State Environmental Planning Policy (Housing) 2021</i> , Chapter 3, Part 5 applies to the land, a statement setting out terms of a kind referred to in the Policy, clause 88(2) that have been imposed as a condition of development consent granted after 11 October 2007 in relation to the land.	None apply.
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16. Site compatibility certificates for infrastructure, schools or TAFE establishments

A statement of whether there is a valid site compatibility certificate (infrastructure) or site compatibility certificate (schools or TAFE establishments), of which the Council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include: (a) the period for which the certificate is valid, and (b) that a copy may be obtained from the head office of the Department.	None apply.
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17. Site compatibility certificates and conditions for affordable rental housing

(1) A statement of whether there is a current site compatibility certificate (affordable rental housing), of which the Council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include: (a) the period for which the certificate is current, and (b) that a copy may be obtained from the head office of the Department. (2) If <i>State Environmental Planning Policy (Housing) 2021</i> , Chapter 2, Part 2, Division 1 or 5 applies to the land, a statement setting out terms of a kind referred to in the Policy, clause 21(1) or 40(1) that have been imposed as a condition of development consent in relation to the land.	None apply.
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18. Paper subdivision information

(1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot. (2) The date of any subdivision order that applies to the land. (3) Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.	None apply.
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19. Site verification certificates

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: (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. (b) the date on which the certificate ceases to be current (if any), and (c) that a copy may be obtained from the head office of the Department.	None apply.
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20. Loose-fill asbestos insulation

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.	None apply.
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21. 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.	None that Council is aware of.
(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. (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> .	None that Council is aware of.

22. State Environmental Planning Policy (Western Sydney Aerotropolis) 2020

For land to which <u>State Environmental Planning Policy (Western Sydney Aerotropolis) 2020</u> applies, whether the land is— (a) in an ANEF or ANEC contour of 20 or greater as referred to in clause 19 of that Policy, or (b) shown on the <i>Lighting Intensity and Wind Shear Map</i> under that Policy, or (c) shown on the <i>Obstacle Limitation Surface Map</i> under that Policy, or (d) in the “public safety area” on the <i>Public Safety Area Map</i> under that Policy, or (e) in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the <i>Wildlife Buffer Zone Map</i> under that Policy.	Not applicable.
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Note: The following matters are prescribed by Section 59 (2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate.

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

GENERAL COMMENTS

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

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



Rod Croft
Director Planning & Environment

MURRAY LOCAL ENVIRONMENTAL PLAN 2011
Appendix A

ZONE IN1 General Industrial

GENERAL REQUIREMENTS

DEVELOPMENT AND SUBDIVISION

LAND USE TABLE: IN1 GENERAL INDUSTRIAL ZONE

1 Objectives of zone

- To provide a wide range of industrial and warehouse land uses.
- To encourage employment opportunities.
- To minimise any adverse effect of industry on other land uses.
- To support and protect industrial land for industrial uses.
- To define and consolidate the existing industrial area in and near Moama.

2 Permitted without consent

Environmental protection works

3 Permitted with consent

Depots; Freight transport facilities; Funeral homes; Garden centres; General industries; Hardware and building supplies; Heliports; Industrial training facilities; Kiosks; Landscaping material supplies; Light industries; Neighbourhood shops; Oyster aquaculture; Places of public worship; Plant nurseries; Roads; Rural supplies; Take away food and drink premises; Tank-based aquaculture; Timber yards; Vehicle sales or hire premises; Warehouse or distribution centres; Any other development not specified in item 2 or 4

4 Prohibited

Agriculture; Air transport facilities; Airstrips; Amusement centres; Camping grounds; Car parks; Caravan parks; Centre-based child care facilities; Commercial premises; Community facilities; Eco-tourist facilities; Educational establishments; Entertainment facilities; Exhibition homes; Exhibition villages; Farm buildings; Function centres; Health services facilities; Helipads; Home-based child care; Home businesses; Home occupations; Home occupations (sex services); Information and education facilities; Pond-based aquaculture; Public administration buildings; Registered clubs; Residential accommodation; Respite day care centres; Tourist and visitor accommodation; Wharf or boating facilities

RELEVANT SPECIAL PROVISIONS

4.1 Minimum subdivision lot size

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

Appendix B

State Environmental Planning Policies

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

INTERIOR DESIGN SCHEDULE

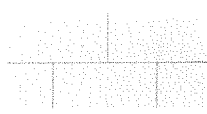
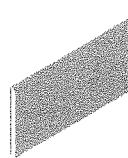
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21213


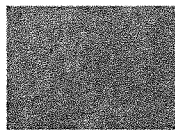
PROJECT:
MURRAY PARK DEVELOPMENT

ADDRESS:
20 McCULLOCH DR, MOAMA

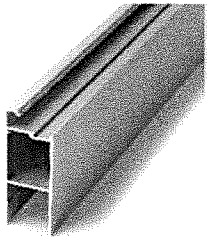

REVISION:




Issue to	Date	Revision
Preliminary Issue – Client Review	08/06/2022	A
Construction Issue	10/06/2022	B

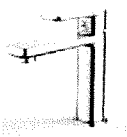
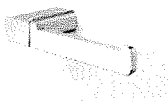


TAG	ITEM	LOCATION	COLOUR / FINISH	IMAGE
WALL FINISHES				
P1	Internal Partition Walls	Lobby	Lexicon Quarter or Similar	
SB1	Splashback	Kitchenette	White subway tiles or similar	
WS1	Wall Skirting	Lobby / Mezzanine	100mm High 'Natural Anodised'	


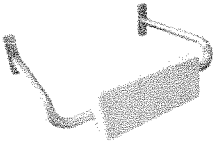
TAG	ITEM	LOCATION	COLOUR / FINISH	IMAGE
FLOOR FINISHES				
CS1	Concrete Slab	Warehouse and Lobby	Natural	
T1	Floor & Skirting Tiling	WC / Kitchenette	300 x 600 Anti-Slip Tiles Classic Ceramics Dark Grey or similar	


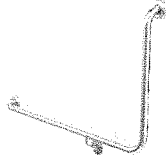
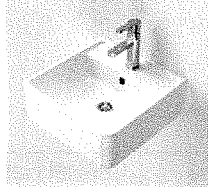
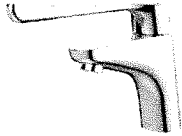

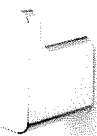

TAG	ITEM	LOCATION	COLOUR / FINISH	IMAGE
CEILING FINISHES				
P1	Paint Finish	Wet areas	Lexicon Quarter or similar Wash & Wear + Plus Kitchen & Bathroom Low Sheen	





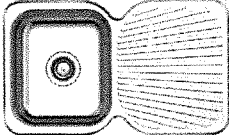
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DOOR & WINDOW FINISHES				
P2	Internal Door Leaf	Lobby	White Dulux or Similar	
P3	Internal Window & Door Frames	Lobby	Natural Anodised	
DH1	Internal Door Handles AS1428.1 Compliant	Lobby	Stainless Steel Round door lever Lockwood or Similar	


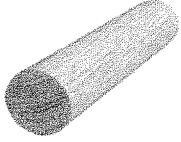
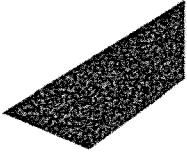
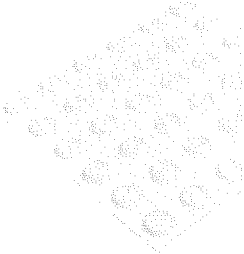
TAG	ITEM	LOCATION	COLOUR / FINISH	IMAGE
AMBULANT WATER CLOSET FIXTURES				
WC1	Toilet	Water Closet	White - Image for visual purposes only	
HR2	Handrail AS1428.1 Compliant	Water Closet	Stainless Steel	
WB1	Wall mount Basin	Water Closet	White - Image for visual purposes only	

TAP1	Basin Mixer	Water Closet	Chrome - Image for visual purposes only	
TRH1	Toilet Roll Holder	Water Closet	Chrome - Image for visual purposes only	
SR1	Shower Rose (matching mixer tap)	Water Closet	Chrome - Image for visual purposes only	
SCR1	Shower Screen	Water Closet	Semi frameless shower screen - Image for visual purposes only	

TAG	ITEM	LOCATION	COLOUR / FINISH	IMAGE
ACCESSIBLE WATER CLOSET FIXTURES				
WC2	Toilet AS1428.1 Compliant	Water Closet	White	
BR1	Back Rest AS1428.1 Compliant	Water Closet	Stainless Steel & White Back Rest	

TH2	Toilet Roll Holder	Water Closet	Chrome - Image for visual purposes only	
HR3	Handrail AS1428.1 Compliant	Water Closet	Stainless Steel	
WB1	Wall Mounted Basin AS1428.1 Compliant	Water Closet	White Wall Basin Image for visual purposes only	
TAP2	Basin Mixer AS1428.1 Compliant	Water Closet	Chrome - Image for visual purposes only	
SH1	Fixed Shelf AS1428.1 Compliant	Water Closet	Chrome - Image for visual purposes only	
CH1	Clothes Hook	Water Closet	Chrome - Image for visual purposes only	
MR1	Mirror	Water Closet	Mirror	

TAG	ITEM	LOCATION	COLOUR / FINISH	IMAGE
KITCHENETTE FIXTURES				
L1	Laminated Cabinetry & Benchtop	Kitchenette	Black Absolute Matte or Similar	
BT1	Benchtop	Kitchenette	Black Absolute Matte or Similar	
H1	Cabinet Handles	Kitchenette	Polished chrome D-handle - Image for visual purposes only	
TAP3	Sink Mixer	Kitchenette	Chrome 360 degree Sink Mixer	
SK1	Sink	Kitchenette	Stainless Steel Single bowl with drainer	

TAG	ITEM	LOCATION	COLOUR / FINISH	IMAGE
STAIR FINISHES				
RT1	Stair Risers & Treads	Lobby to Office	Vic ash or Similar	
HR1	Handrail	Lobby to Office	Timber to match stair	
NS1	Nosing Strip	Lobby to Office	Charcoal or Similar	
TGI1	Tactile Plates	Lobby to Office	White	

Proposed Annual Budget

Administrative Fund

Deposited Plan for Plan No. TBC-MOA020MCU
20 McCulloch Drive Moama New South Wales 2731

1 July 2021 to 30 June 2022

Expenditure	Budget
	07/21 - 06/22
Bank Fees & Charges	75.00
Electricity	1,000.00
Garden/Lawn Maintenance - gardening	2,400.00
Insurance	12,000.00
Minor Building Maintenance	1,000.00
Minor Building Maintenance - contingency	1,000.00
Owners Corporation Manager - disbursements	2,100.00
Owners Corporation Manager - management fees	5,550.00
Total Administrative Fund Expenditure	25,125.00

Administrative Fund Summary		Budget
		07/21 - 06/22
Opening balance	0.00	
Expenditure during budget period	25,125.00	
	25,125.00	
<i>Less</i> Additional revenue during budget period	0.00	
<i>Plus</i> Planned surplus at end of budget period	0.00	
Budgeted levies to be raised \$	25,125.00	Per Ent 1,092.3913

Total Lot Liability 23
*May include insurance contributions

Average Annual Fees Per Lot \$1,092.40