

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Nutrien Harcourts Unit 2/155 Maitland Street, Narrabri, NSW 2390	Phone: 02 6792 6000 Fax: 02 6792 6044 Ref: James Thomas
co-agent		
vendor	Namoi Cotton Limited ACN 010 485 588 1B Kitchener Street, Toowoomba, QLD 4350	
vendor's solicitor	Mertens Lawyers Pty Limited 71 Maitland Street, Narrabri NSW 2390	Phone: 02 6792 2277 Fax: Ref: HGM:GS:020238 E: sally@mertenslawyers.com.au
date for completion	42 nd day after the contract date	(clause 15)
land (address, plan details and title reference)	Ashley Gin 1769 Carnarvon Highway, Ashley, NSW 2400 Lot 1 in Deposited Plan 1115685, Lot 2 in Deposited Plan 1115685, Lot 8 in Deposited Plan 1085142 and Lot 9 in Deposited Plan 1085142 1/1115685, 2/1115685, 8/1085142, 9/1085142	
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: See Annexure 'A' Part I	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input type="checkbox"/> blinds	<input type="checkbox"/> dishwasher	<input type="checkbox"/> light fittings	<input type="checkbox"/> stove
	<input type="checkbox"/> built-in wardrobes	<input type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood	<input type="checkbox"/> pool equipment
	<input type="checkbox"/> clothes line	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels	<input type="checkbox"/> TV antenna
	<input type="checkbox"/> curtains	<input checked="" type="checkbox"/> other: See Annexure 'A' Part II		
exclusions	See Annexure 'A' Part III			
purchaser				
purchaser's solicitor				Phone: Fax: Ref: E:
price	\$			
deposit	\$	(10% of the price, unless otherwise stated)		
balance	\$			
contract date	(if not stated, the date this contract was made)			

buyer's agent

See execution page 2B

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

Nominated Electronic Lodgment Network (ELN) (clause 30) PEXA

Electronic transaction (clause 30) no YES

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

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

land tax is adjustable NO yes

GST: Taxable supply NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply NO yes

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

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

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

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

Annexure 'A'

Part I

Improvements

- 4 bedroom 2 bathroom brick home ('Brick Home') with inground swimming pool
- Main cotton ginning shed & feeder bay
- Existing fencing
- Fire systems, including hose reels and extinguishers
- Water system
- Water tanks
- Diesel system
- Diesel tank
- Seed bin and hydraulic pack, bin frame and seed line to seed bin
- Existing sheds
- Existing storage
- Equipped bore
- Roads/gravel formwork
- External electrical
- Railway chemical shed
- Store shed
- Fixed rail and brackets
- Compost/mulch piles
- Weighbridge, including weighing systems
- Brick office building
- Seed hopper

Part II

Inclusions

WEIGHBRIDGE AREA

- Weighing systems, scale head x3
- Tower on roof
- RFID tower/cabling
- Office furniture
- Filing cabinets
- Managers office furniture
- Surge inverter, wall mount
- Carpets/curtains
- Fibre optic box/connection
- Electric cabling in situ
- Switchboard panel

GIN SHED

- Lighting
- 2x 1000 tonne cranes
- Underground pit
- Kitchen/ lunchroom, including zipp hot water, shower area/s intact, and toilet area/s intact.
- Air lines
- Gas fixtures, lines to be terminated at burners or back to wall, compliant isolation valves to be maintained
- Switch room
- Shelving
- Lights and air conditioning
- Low voltage rescue lights
- Dust house x3
- Fire fighting system

BRICK HOME

- Carpets
- Curtains/blinds
- Light fittings
- Smoke detectors
- Carport/s freestanding
- Sheds, freestanding
- Pool
- Pool ancillaries, pump, filter, sheds, fence
- Dishwasher

Part III**Exclusions**

- All ginning equipment excluding electrical cabling
- Trash hopper and shed
- Cyclones and cyclone racks
- Feeder bay cameras
- Bale area cameras
- Big J camera
- GIN PC
- Ubiquiti AP (GIN to WB)
- CITEC
- MOTE house equipment including switchboard and cables and MOTE press and MOTE machinery
- Whitegoods in Brick Home excepting dishwasher
- Horse stock, supplies and equipment.
- 1x fan servicing the feeder bay to the Gin
- GIN console, including lighting, air conditioning, internal cables, furniture, key box, and camera box/link
- Weather station

Execution by vendor

Executed for and behalf of Namoi Cotton Limited ACN 010 485 588	
_____ Signature of authorised person Name: Office held:	_____ Signature of authorised person Name: Office held:
_____ Witness Name:	_____ Witness Name:

Execution by purchaser

Signed by:	
_____ Signature of authorised person Name: Office held:	_____ Signature of authorised person: Name: Office held:
_____ Signature of witness Name:	_____ Signature of witness Name:

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land	<input type="checkbox"/> 32 property certificate for strata common property
<input checked="" type="checkbox"/> 2 plan of the land	<input type="checkbox"/> 33 plan creating strata common property
<input type="checkbox"/> 3 unregistered plan of the land	<input type="checkbox"/> 34 strata by-laws
<input type="checkbox"/> 4 plan of land to be subdivided	<input type="checkbox"/> 35 strata development contract or statement
<input type="checkbox"/> 5 document that is to be lodged with a relevant plan	<input type="checkbox"/> 36 strata management statement
<input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979	<input type="checkbox"/> 37 strata renewal proposal
<input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)	<input type="checkbox"/> 38 strata renewal plan
<input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)	<input type="checkbox"/> 39 leasehold strata - lease of lot and common property
<input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)	<input type="checkbox"/> 40 property certificate for neighbourhood property
<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"/> 41 plan creating neighbourhood property
<input type="checkbox"/> 11 <i>planning agreement</i>	<input type="checkbox"/> 42 neighbourhood development contract
<input type="checkbox"/> 12 section 88G certificate (positive covenant)	<input type="checkbox"/> 43 neighbourhood management statement
<input type="checkbox"/> 13 survey report	<input type="checkbox"/> 44 property certificate for precinct property
<input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i>	<input type="checkbox"/> 45 plan creating precinct property
<input type="checkbox"/> 15 lease (with every relevant memorandum or variation)	<input type="checkbox"/> 46 precinct development contract
<input type="checkbox"/> 16 other document relevant to tenancies	<input type="checkbox"/> 47 precinct management statement
<input type="checkbox"/> 17 licence benefiting the land	<input type="checkbox"/> 48 property certificate for community property
<input type="checkbox"/> 18 old system document	<input type="checkbox"/> 49 plan creating community property
<input type="checkbox"/> 19 Crown purchase statement of account	<input type="checkbox"/> 50 community development contract
<input type="checkbox"/> 20 building management statement	<input type="checkbox"/> 51 community management statement
<input type="checkbox"/> 21 form of requisitions	<input type="checkbox"/> 52 document disclosing a change of by-laws
<input type="checkbox"/> 22 <i>clearance certificate</i>	<input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement
<input type="checkbox"/> 23 land tax certificate	<input type="checkbox"/> 54 document disclosing a change in boundaries
Home Building Act 1989	<input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015
<input type="checkbox"/> 24 insurance certificate	<input type="checkbox"/> 56 information certificate under Community Land Management Act 1989
<input type="checkbox"/> 25 brochure or warning	<input type="checkbox"/> 57 disclosure statement - off the plan contract
<input type="checkbox"/> 26 evidence of alternative indemnity cover	<input type="checkbox"/> 58 other document relevant to off the plan contract
Swimming Pools Act 1992	Other
<input type="checkbox"/> 27 certificate of compliance	<input checked="" type="checkbox"/> 59 Water NSW Register Information
<input type="checkbox"/> 28 evidence of registration	<input checked="" type="checkbox"/> 60 Instrument of Authority
<input type="checkbox"/> 29 relevant occupation certificate	
<input type="checkbox"/> 30 certificate of non-compliance	
<input type="checkbox"/> 31 detailed reasons of non-compliance	

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

<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 serving it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

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

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

- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *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 *serving* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

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

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

24 Tenancies

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

25 Qualified title, limited title and old system title

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

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

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

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

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

ADDITIONAL CLAUSES

These are the additional clauses to the contract for the sale of land

BETWEEN Namoi Cotton Limited ACN 010 485 588 of 1B Kitchener Street,
Toowoomba, Queensland (Vendor)

AND (Purchaser)

33. Notice to complete

In the event of either party failing to complete this contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a notice to complete, requiring the other to complete within 14 days from the date of service of the notice, and this time period is considered reasonable by both parties. For the purpose of this contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract.

34. Death or incapacity

Notwithstanding any rule of law or equity to the contrary, should either party, or if more than one any one of them, prior to completion die or become mentally ill, as defined in the Mental Health Act, or become bankrupt, or if a company go into liquidation, then either party may rescind this contract by notice in writing forwarded to the other party and thereupon this contract shall be at an end and the provisions of clause 19 hereof shall apply.

35. Purchaser acknowledgements

The purchaser acknowledges that they are purchasing the property:

- (a) In its present condition and state of repair;
- (b) Subject to all defects latent and patent;
- (c) Subject to any infestations and dilapidation;
- (d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
- (e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

The purchaser agrees not to seek to, terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

36. Late completion

In the event that completion is not effected on the nominated day due to the purchaser's default, the purchaser shall pay to the vendor on completion, in addition to the balance of the purchase price, 5% interest per annum calculated daily on the balance of the purchase price from the date nominated for completion until and including the actual day of completion, provided always that there shall be an abatement of interest during any time that the purchaser is ready, willing and able to complete and the vendor is not.

37. Agent

The purchaser warrants that they were not introduced to the vendor or the property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale referred to in this contract, and the purchaser agrees that they will at all times indemnify and keep indemnified the vendor from and against any claim whatsoever for commission, which may be made by any real estate agent or other person arising out of or in connection with the purchasers breach of this warranty, and it is hereby agreed and declared that this clause shall not merge in the transfer upon completion, or be extinguished by completion of this contract, and shall continue in full force, and effect, notwithstanding completion.

38. Smoke alarms

The property has smoke alarms installed.

39. Swimming pool

The property has a swimming pool that is registered. A certificate of non-compliance is attached to this contract. The purchaser accepts the pool in its current condition and state of repair.

40. Excess Equipment

- 40.1 Any equipment or buildings deemed an Exclusion may be offered to the Purchaser during the Vendor works deconstruction phase pursuant to clause 49.1 hereof.
- 40.2 The Purchaser may offer to buy some, or all of the Exclusions during the Vendor works deconstruction phase; and
- 40.3 The Vendor may decline to sell some or all of the Exclusions to the Purchaser.
- 40.4 Exclusions means anything acknowledged in Part III Exclusions hereof.

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41. **Change of name**
The vendor acknowledges that Namoi Cotton Co-Operative Ltd is the previous name of Namoi Cotton Limited. The vendor acknowledges that Namoi Cotton Limited is entitled to deal with property held in the name of Namoi Cotton Co-Operative Ltd.
42. **Transformers**
The vendor acknowledges and the purchaser agrees that the Transformers on site are not owned by Namoi Cotton Limited. The purchaser is to make their own arrangements with the utility company being Essential Energy after settlement regarding their use.
43. **No requirement on vendor in relation to limitation on folio identifier**
The titles of Lot 1 and Lot 2 in Deposited Plan 1115685 is Torrens title subject to a limitation pursuant to section 28T(4) of the Real Property Act 1900 which relates to the boundaries of the land. The purchaser shall not make any requisition objection or claim for compensation nor have any right of rescission in respect of the limitation nor shall the purchaser require the vendor to abstract or prove prior old system title in relation to the property.
44. **Restraint**
- 44.1 The Purchaser acknowledges and agrees that they will not, directly or indirectly, either as principal, employee, agent, director, officer, partner, consultant, contractor other otherwise, for their own benefit or the benefit of any other person, engage in any of the Restraint Activities specified in clause 44.2, within the Restraint Area specified in clause 44.4, for the Restraint Periods specified in clause 44.5 (the Restraint) , without the prior written consent of the Vendor.
- 44.2 The Restraint Activities are using 'Ashley Gin' 1769 Carnarvon Highway, Ashley 2400 particularly 1/1115685, 2/1115685, 8/1085142 and 9/1085142 for or to erect upon or seek statutory use or approval for:
- 44.2.1 a commercial cotton gin;
- 44.2.2 commercial cotton lint marketing (other than in relation to the sale of blended cotton or hemp products);
- 44.2.3 commercial public cotton lint bale storage.
- 44.3 For the avoidance of doubt:
- 44.3.1 for the purposes of clause 44.2, "commercial" means any activity or dealing that is not undertaken for private consumption or use; and
- 44.3.2 the covenanted restraints on the use of the land set out in clause 44.2 does not extend to the private cotton seed storage or private cotton bale storage of cotton seed or

-
- cotton bales which are for the use of or produced by the Purchaser's private commercial activity.
- 44.3.3 the Restraint Activities does not extend to the Purchaser seeking development consent for the land.
- 44.4 The Restraint Area is 'Ashley Gin' 1769 Carnarvon Highway, Ashley 2400 particularly 1/1115685, 2/1115685, 8/1085142 and 9/1085142.
- 44.5 The Restraint Periods are:
- 44.5.1 the thirty six (36) month period which commences on the day immediately following the date of completion or, if this sub-clause is found by a court of competent jurisdiction to be unreasonable;
- 44.5.2 the twenty four (24) month period which commences on the day immediately following the date of completion or, if this sub-clause is found by a court of competent jurisdiction to be unreasonable;
- 44.5.3 the twelve (12) month period which commences on the day immediately following the date of completion or, if this sub-clause is found by a court of competent jurisdiction to be unreasonable;
- 44.5.4 the six (6) month period which commences on the day immediately following the date of completion.
- 44.6 During the period beginning on the day immediately following the date of completion, until the Purchaser is no longer subject to the restraints under this clause 44, the Purchaser must disclose to all relevant persons with whom they may directly or indirectly deal in relation to any dealing with the land the fact that they are subject to the restraints under this clause.
- 44.7 The parties acknowledge and agree that each of the restraints set out in this clause 44 are enforceable independently and their validity or enforceability is not affected if any restraint is found to be invalid.
- 44.8 If any restraints are found by a court of competent jurisdiction to be void, invalid or otherwise unenforceable, but would be valid and enforceable if:
- 44.8.1 part of the wording was deleted; or
- 44.8.2 the activities were reduced; or
- 44.8.3 the geographical area was reduced; or
- 44.8.4 the period was reduced; or

any combination of those actions were undertaken, the restraint will apply with such modifications as may be necessary to make the restraint valid and enforceable.

- 44.9 The parties acknowledge and agree that:
- 44.9.1 the restraint in clause 44.1 constitutes several separate restraints consisting of each of the Restraint Activities in clauses 44.2.1, 44.2.2 and 44.2.3 combined with the Restraint Area combined with each separate Restraint Period severally.
 - 44.9.2 each of those separate restraints is a fair and reasonable restraint of trade that goes no further than is reasonably necessary to protect the business interests of the Vendor; and
 - 44.9.3 monetary damages alone may not be adequate compensation for a breach of clause 44.1 and the Vendor is entitled to seek an injunction from a court of competent jurisdiction if the Purchaser breaches any of the restraints in those clauses or threatens to do so, or if the Vendor has reason to believe that the Purchaser is about to breach those restraints.
- 44.10 The Purchaser further acknowledges and agrees that if the Purchaser sells, transfers, disposes or otherwise deals with its interest in 'Ashley Gin' 1769 Carnarvon Highway, Ashley 2400 particularly 1/1115685, 2/1115685, 8/1085142 and 9/1085142 during the Restraint Periods, the Purchaser must ensure, for the duration of those Restraint Periods, that any other party who obtains an interest in the land is subject to a contractual restraint in favor of the Vendor on the same terms as set out in this clause 44.
- 44.11 If the Purchaser fails to fully comply with any aspect of this clause 44, including without limitation clause 44.10, the Purchaser agrees to indemnify the Vendor for any and all losses and expenses incurred or suffered by the Vendor resulting directly or indirectly from the failure to so comply.
- 44.12 This clause 44 does not merge on completion.

45. Foreign Resident Capital Gains Withholding Payments

a) Clearance certificate or variation

- (i) The vendor must immediately advise the purchaser whether a clearance certificate or variation notice from the Australian Taxation Office will be provided.
- (ii) A clearance certificate or variation must be given at least 7 days prior to settlement.

b) Withholding and remission of payment

- (i) If the vendor gives a clearance certificate, the purchaser must not withhold any amount.
- (ii) If the vendor gives the purchaser a variation notice, the purchaser must withhold the amount specified in that notice.
- (iii) In the event that the vendor does not provide a clearance certificate or a variation notice prior to settlement then the purchaser must withhold 12.5% of the purchase price on account of the Foreign Resident Capital Gains Withholding Payment.
- (iv) The purchaser must remit to the Australian Taxation Office any amount withheld on account of the Foreign Resident Capital Gains Withholding Payment as soon as possible following settlement.

46. Vendor to indemnify purchaser

In the event that for any reason the purchaser becomes liable to pay an amount to the Australian Taxation Office on account of a liability arising out of the obligations of the vendor and purchaser under the Taxation Administration Act 1953 then the vendor indemnifies and holds harmless the purchaser from all amounts for which the purchaser becomes liable.

47. Disclosure of unapproved works

47.1 The vendor discloses to the purchaser that the vendor believes that the works have been carried out at the property without the final approval of the responsible council.

47.2 The vendor acknowledges bore works GW048532 were completed on 01/09/1978.

47.3 The purchaser acknowledges they are aware of the existence of the works and that the council may not have given final approval and certification.

47.4 The purchaser warrants to the vendor that the purchaser would have entered into this contract even if there is a matter in relation to the works that would justify the making of any upgrading or demolition order in respect of the works by the council.

47.5 The purchaser agrees that they cannot make any objection, requisition or claim for compensation nor have any right of rescission or termination by reason only of the facts disclosed in this provision.

47.6 The 'works' means: septic system and sheds and bore .

48. Goods and services tax (GST) payable by purchaser in addition to price

- (a) The purchase price herein is exclusive of any GST and the purchaser must pay to the vendor on completion of this contract in addition to the price the amount of the GST which amount will be deemed to be part of the balance of purchase money due and payable.
- (b) The vendor shall provide the purchaser with a tax invoice on settlement thereby enabling the purchaser to claim an input tax credit if applicable for the amount paid.

49. Vendor access after completion: Deconstruction phase

49.1 Subject to the terms and conditions hereof the purchaser will permit the vendor to have access to the property after completion at a licence fee of \$00 per week for 6 months to allow for the removal of ginning machinery and equipment.

49.2 If the ginning machinery and equipment have not been removed after 6 months from the date of completion, then a licence fee is to be negotiated between the vendor and the purchaser.

49.3 Any holes in the shed walls resulting from removal of shed pipes will be patch repaired by the vendor to a reasonable work person standard.

49.4 The large holes in the main shed where Gin Presses are down to the basement pit will be left as seen after the removal of the equipment.

49.5 The electrical wiring will remain in place after the removal of equipment.

50. Rural

50.1 The vendor does not warrant the carrying capacity of the property.

50.2 The purchaser acquires the property with the fences, as they are whether they are on the correct boundary lines or not and whether they are 'give and take fences' and in their present condition and state of repair. The vendor is under no obligation to fence or repair fencing before completion.

50.3 The purchaser acquires the property subject to all roads traversing the property fenced or unfenced with gates and grids or otherwise subject to any road reservations enclosure permits or otherwise.

50.4 The purchaser acquires the property subject to all existing water licences, if any, and the vendor will on completion sign all such documents as required by the purchaser for the transfer of such licences.

50.5 The purchaser will not make any objection, requisition or claim for compensation nor have any rights of rescission or termination due to the vendor not holding any licence from any responsible authority relating to the use and occupation of the property and its roads, rivers, water, crops, pests, diseases, fencing and other regulated farming activities.

51. Conditions of sale of land by auction

If the property is, or is intended to be, sold at auction:

Bidders record means the bidders record to be kept pursuant to clause 13 of the Property, Stock and Business Agents Regulation 2014 and section 68 of the Property, Stock and Business Agents Act 2002:

51.1 The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:

51.1.1 The vendor's reserve price must be given in writing to the auctioneer before the auction commences;

51.1.2 A bid for the vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor;

51.1.3 The highest bidder is the purchaser, subject to any reserve price;

51.1.4 In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final;

51.1.5 The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor;

51.1.6 A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person;

51.1.7 A bid cannot be made or accepted after the fall of the hammer;

51.1.8 As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.

51.2 The following conditions, in addition to those prescribed by subclause 51.1, are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:

51.2.1 All bidders must be registered in the bidders record and display an identifying number when making a bid;

51.2.2 Subject to subclause 51.3, the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person; and

51.2.3 Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce 'vendor bid'.

51.3 The following conditions, in addition to those prescribed by subclauses 51.1 and 51.2 are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:

51.3.1 More than one vendor bid may be made to purchase interest of a co-owner;

51.3.2 A bid by or on behalf of an executor or administrator may be made to purchase in that capacity;

51.3.3 Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller;

-
- 51.3.4 Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.

52. Contamination

- 52.1 The purchaser accepts the property in its present condition and state of repair and latent or patent defects including any contamination by any hazardous substances.
- 52.2 The purchaser will make no objection, requisition or claim for compensation nor have any right of rescission or termination arising from the existence of any contaminants in or on the property.



LAND
REGISTRY
SERVICES **Title Search**



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1/1115685

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
14/5/2020	11:57 AM	3	10/12/2014

LAND

LOT 1 IN DEPOSITED PLAN 1115685
 AT ASHLEY
 LOCAL GOVERNMENT AREA MOREE PLAINS
 PARISH OF BOGREE COUNTY OF COURALLIE
 TITLE DIAGRAM DP1115685

FIRST SCHEDULE

NAMOI COTTON CO-OPERATIVE LIMITED (TX AD637830)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS (S.171 CROWN LANDS ACT 1989)
- 2 LIMITED TITLE. LIMITATION PURSUANT TO SECTION 28T(4) OF THE REAL PROPERTY ACT, 1900. THE BOUNDARIES OF THE LAND COMPRISED HEREIN HAVE NOT BEEN INVESTIGATED BY THE REGISTRAR GENERAL.
- * 3 AE253431 MORTGAGE TO CBA CORPORATE SERVICES (NSW) PTY LTD (SEE AJ106062)

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



LAND
REGISTRY
SERVICES

Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 2/1115685

SEARCH DATE	TIME	EDITION NO	DATE
31/3/2020	9:07 AM	3	10/12/2014

LAND

LOT 2 IN DEPOSITED PLAN 1115685
AT ASHLEY
LOCAL GOVERNMENT AREA MOREE PLAINS
PARISH OF BOGREE COUNTY OF COURALLIE
TITLE DIAGRAM DP1115685

FIRST SCHEDULE

NAMOI COTTON CO-OPERATIVE LIMITED

(TX AD637830)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS (S.171 CROWN LANDS ACT 1989)
- 2 LIMITED TITLE. LIMITATION PURSUANT TO SECTION 28T(4) OF THE REAL PROPERTY ACT, 1900. THE BOUNDARIES OF THE LAND COMPRISED HEREIN HAVE NOT BEEN INVESTIGATED BY THE REGISTRAR GENERAL.
- * 3 AE253431 MORTGAGE TO CBA CORPORATE SERVICES (NSW) PTY LTD (SEE AJ106062)

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

020238

PRINTED ON 31/3/2020

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Received: 31/03/2020 09:07:47



LAND
REGISTRY
SERVICES **Title Search**



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 8/1085142

SEARCH DATE	TIME	EDITION NO	DATE
31/3/2020	9:07 AM	5	10/12/2014

LAND

LOT 8 IN DEPOSITED PLAN 1085142
AT ASHLEY
LOCAL GOVERNMENT AREA MOREE PLAINS
PARISH OF BOGREE COUNTY OF COURALLIE
TITLE DIAGRAM DP1085142

FIRST SCHEDULE

NAMOI COTTON CO-OPERATIVE LIMITED (T AD416591)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S) AFFECTING THE PARTS SHOWN SO INDICATED IN THE TITLE DIAGRAM - SEE CROWN GRANT & MEMORANDUM S700000A
- 2 LAND EXCLUDES MINERALS - SEE MEMORANDUM S700000A
- 3 DP1085142 RIGHT OF CARRIAGEWAY 20 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- * 4 AE253431 MORTGAGE TO CBA CORPORATE SERVICES (NSW) PTY LTD (SEE AJ106062)

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

020238

PRINTED ON 31/3/2020



LAND
REGISTRY
SERVICES

Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 9/1085142

SEARCH DATE	TIME	EDITION NO	DATE
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31/3/2020	9:07 AM	3	10/12/2014

LAND

LOT 9 IN DEPOSITED PLAN 1085142
AT ASHLEY
LOCAL GOVERNMENT AREA MOREE PLAINS
PARISH OF BOGREE COUNTY OF COURALLIE
TITLE DIAGRAM DP1085142

FIRST SCHEDULE

NAMOI COTTON CO-OPERATIVE LIMITED

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1085142 RIGHT OF CARRIAGEWAY 20 METRE(S) WIDE APPURTENANT TO
THE LAND ABOVE DESCRIBED
- 3 DP1085142 RESTRICTION(S) ON THE USE OF LAND
- * 4 AE253431 MORTGAGE TO CBA CORPORATE SERVICES (NSW) PTY LTD
(SEE AJ106062)

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

020238

PRINTED ON 31/3/2020

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

PLAN FORM 2
 SIGNATURE AND SEALS ONLY

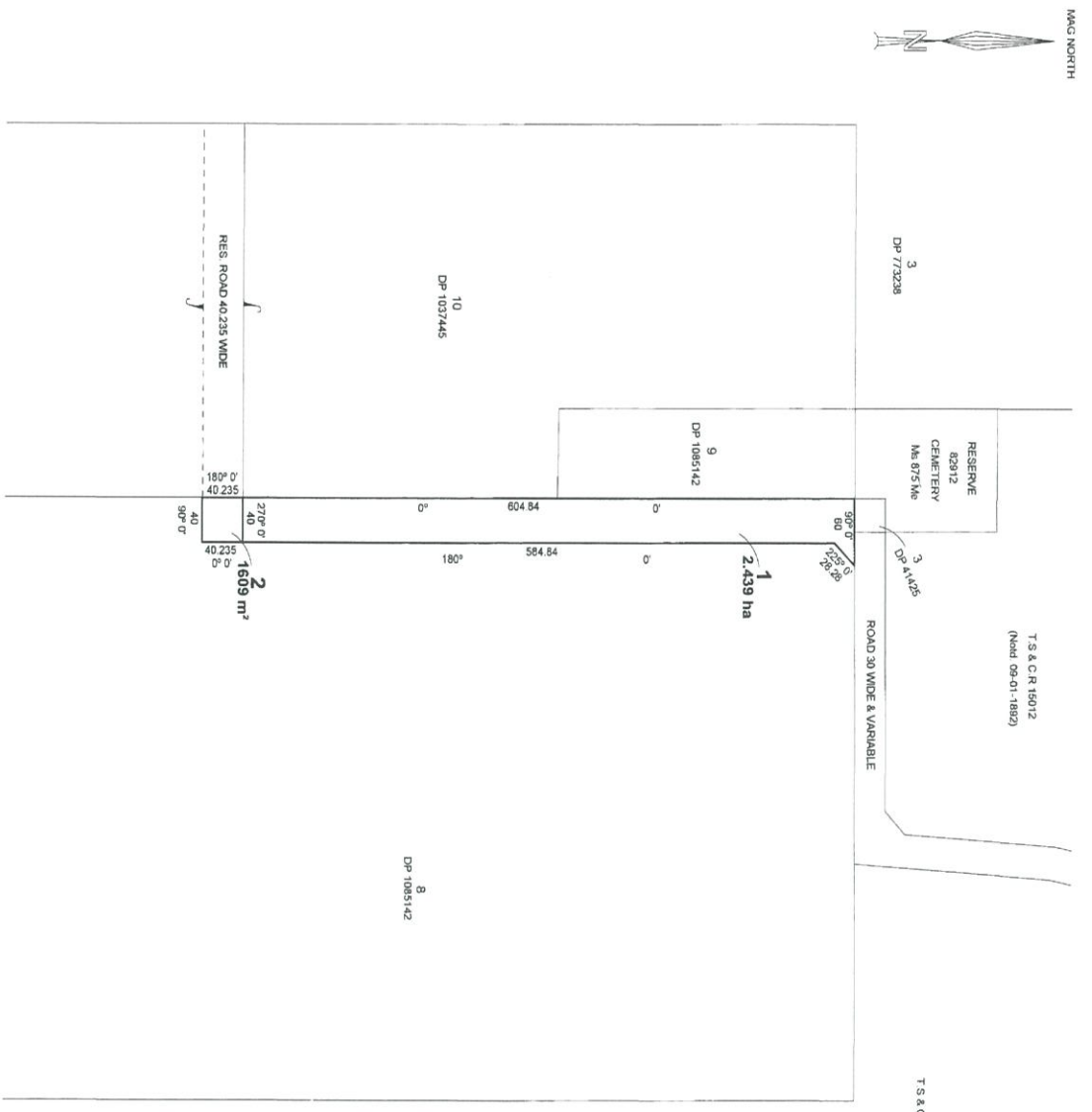
FOR SIGNATURES,
 SEALS AND
 CERTIFICATES
 SEE SIGNATURES
 FORM

Department of Lands
 In approving this plan only
 that all necessary approvals in regard to the allocation of the land
 shown herein have been given.
 Signature: SEE SIGNATURES FORM
 Date: _____
 Title: _____

Subdivision Certificate
 I certify that the provisions of s. 109J of the Environmental Planning
 and Assessment Act, 1979 have been satisfied in relation to
 the proposed 'New road subdivision or new road' set out herein
 and that the subdivision is in accordance with s.234
 of the Conveyancing Act, 1919
 Authorised Person/General Manager/Authorised Officer
 Date of Endorsement: _____
 Approval to Subdivision Certificate no: _____
 Title: _____
 *Date which ever is applicable

UNVEYOR'S REFERENCE: 09/223 NAMOI COTTON CO MPR PERMANENT

Plan Drawing only to appear in this space



WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DP1115685

Registered: LT 09-08-2007
 Title System: TORRENS
 Purpose: ROADS ACT 1993
 Parcel No: PARISH # (2)
 Last Plan: _____

OF ROADS TO BE CLOSED UNDER
 THE ROADS ACT 1993

LGA: MOREE PLAINS SHIRE
 Locality: ASHLEY
 Parish: BOGGREE
 County: COURALLIE

This is a Survey of Land in a State
 other than New South Wales
 Surveyor Registration, 2001
 1. PALL CHARLES CONWELL
 of 39 FROCKE ST, MOREE NSW 2400
 a surveyor registered under the Surveying Act, 2002, hereby certifies
 that the survey shown on this plan was carried out in accordance with
 the provisions of the Surveying Act, 2002 and that the survey is
 correct in accordance with the provisions of the Surveying Act, 2002
 on 13-09-2005
 This survey relates to LOTS 1 & 2 AND IS COMPLETED
 in accordance with the provisions of the Surveying Act, 2002
 (Signature) SEE SIGNATURES FORM
 Surveyor registered under the Surveying Act, 2002
 District: _____
 Type: Urban/Rural
 Plans used in preparation of survey/computation
 DP 1037445, DP 1085142, DP 41425

PANEL FOR USE ONLY for statements of intention to
 dedicate public roads, to create public reserves,
 or for other purposes, in accordance with the provisions
 of land or possible comments

SEE SIGNATURES FORM

PLAN FORM 6

CERTIFICATES, SIGNATURES AND SEALS		Sheet 2 of 2 sheet(s)
<p>PLAN OF</p> <p style="text-align: center;">ROADS TO BE CLOSED UNDER THE ROADS ACT 1993</p>	<p style="text-align: center; font-size: 24pt;">DP1115685</p> <p>Registered: LT 09-08-2007</p>	
<p style="text-align: center;">Surveying Regulation, 2001</p> <p>I,PAUL CHARLES COVELL of39 FROME STREET MOREE a surveyor registered under the <i>Surveying Act, 2002</i>, certify that the survey represented in this plan is accurate, has been made in accordance with the <i>Surveying Regulation, 2001</i> and was completed on:13 - 09 - 2005.....</p> <p>The survey relates to .LOTS 1 & 2 AND IS COMPILED.....</p> <p>..... (specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)</p> <p style="text-align: center;"><i>P. Covell</i> Signature Dated: 13-9-2005 Surveyor registered under the <i>Surveying Act, 2002</i></p> <p>Datum Line:..... Type: Rural</p>	<p>SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads or to create public reserves and drainage reserves.</p> <p style="text-align: center; font-size: 18pt;">LOTS 1 & 2 ARE TO BE CLOSED AS PUBLIC ROADS UNDER THE THE ROADS ACT 1993</p> <p style="text-align: center; font-size: 18pt;">THE PLAN IS EXEMPT FROM SUBDIVISION CERTIFICATE UNDER SECTION 23G(b) OF THE CONVEYANCING ACT 1993</p>	
<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I, JOHN WILLIAMS in approving this plan certify (Authorised Officer) that all necessary approvals in regard to the allocation of the land shown herein have been given</p> <p>Signature: <i>John Williams</i> Date: 9/3/2007 File Number: ME.05.H.H.38 Office: MOREE</p>		
<p style="text-align: center;">Subdivision Certificate</p> <p>I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:</p> <p>the proposed..... set out herein (insert 'subdivision' or 'new road')</p> <p>..... * Authorised Person/General Manager/Accredited Certifier</p> <p>Consent Authority: Date of Endorsement: Accreditation no: Subdivision Certificate no: File no:</p> <p><small>* Delete whichever is inapplicable.</small></p>	<p style="text-align: center;">Use PLAN FORM 6A for additional certificates, signatures and seals</p>	
<p>SURVEYOR'S REFERENCE: 05/223 NAMOI COTTON CO</p>		

* OFFICE USE ONLY

PAGE NUMBER 6 AMENDED AT L.P. REQUEST. 2-07-2007

SIGNATURE AND SEALS ONLY

Registered for 120 Days from 1st January 2005 until 31st March 2005
 By an authority under power of Attorney dated 21/01/2005 76774

In the presence of

[Signature]
 LYNNE THORNTON

[Signature]
 MARGARET LUSH
 Principal Name

Execution by Robert Martin, Clerk of Council of Manning Lorne Local Government
 under a Power of Attorney Revoked
 Book 4128 of 11

[Signature]
 Robert Martin
 Clerk of Council
 Manning Lorne Local Government

Department of Land and Water Conservation Approval
 (Underwritten Consent)
 In approving this plan, the Department of Land and Water Conservation is not making any statement as to the validity of the plan or the accuracy of the information contained therein.
 It is the responsibility of the applicant to ensure that the plan is correct and that the information contained therein is true and accurate.
 The Department of Land and Water Conservation is not responsible for any loss or damage arising from the use of the plan.

Substitution Certificate
 This certificate is issued in accordance with the provisions of section 89B of the Environmental Planning and Assessment Act 1979. It is issued in relation to the following plan:
 DP 1037445
 (Original Substitution Certificate No. 1037445)
 This certificate is issued in relation to the following plan:
 DP 1037445
 (Original Substitution Certificate No. 1037445)

1. No. **NA03-0102**
 2. No. **NA03-0102**

3. No. **NA03-0102**

4. No. **NA03-0102**

5. No. **NA03-0102**

6. No. **NA03-0102**

7. No. **NA03-0102**

8. No. **NA03-0102**

9. No. **NA03-0102**

10. No. **NA03-0102**

11. No. **NA03-0102**

12. No. **NA03-0102**

13. No. **NA03-0102**

14. No. **NA03-0102**

15. No. **NA03-0102**

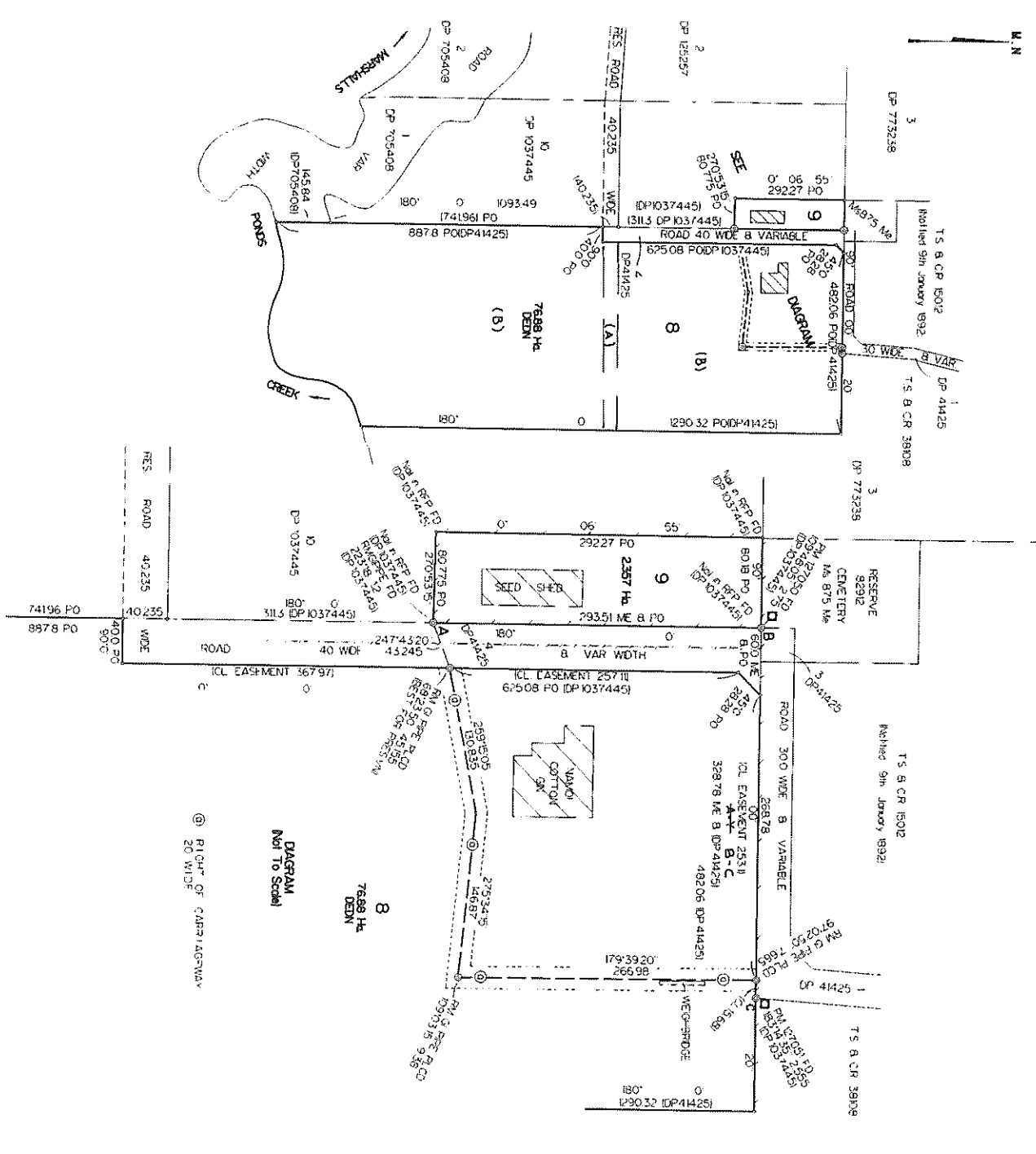
16. No. **NA03-0102**

17. No. **NA03-0102**

18. No. **NA03-0102**

19. No. **NA03-0102**

20. No. **NA03-0102**



10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 180 190 200 210 220 230 240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390

Table of mm

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

Plan Drawing only to appear in this space

DP1085142

Registered 26.7.2005

Title System TORRENS

Purpose SUBDIVISION

Ref Map PARISH

Last Plan DP1037445

PLAN OF SUBDIVISION OF LOT 11 IN DP 1037445

LGA: MOREE PLAINS SHIRE

Locality: AS-ILEY

Parish: BOGGEE

County: COURAJIE

This is sheet 1 of my plan in (where appropriate)

PAUL CHARLES CONVEYANCE 2001

1. FROM MOREE 2000

2. TO MOREE 2000

3. FROM MOREE 2000

4. TO MOREE 2000

5. FROM MOREE 2000

6. TO MOREE 2000

7. FROM MOREE 2000

8. TO MOREE 2000

9. FROM MOREE 2000

10. TO MOREE 2000

11. FROM MOREE 2000

12. TO MOREE 2000

13. FROM MOREE 2000

14. TO MOREE 2000

15. FROM MOREE 2000

16. TO MOREE 2000

17. FROM MOREE 2000

18. TO MOREE 2000

19. FROM MOREE 2000

20. TO MOREE 2000

21. FROM MOREE 2000

22. TO MOREE 2000

23. FROM MOREE 2000

24. TO MOREE 2000

25. FROM MOREE 2000

26. TO MOREE 2000

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON THE USE OF
 LAND AND THE POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
 SECTION 88B OF THE CONVEYANCING ACT, 1919**

Sheet 1 of 24

DP1085142

Subdivision of Lot 11 DP 1037445 Covered
 by Subdivision Certificate

Full name and address
 of owner of the land

Namoi Cotton Co-Operative Ltd
 ABN 76 010 485 588
 Pilliga Rd, Wee Waa New South Wales

Full name and address of
 Mortgagee of the land

Not applicable

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement profit a prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), Road(s), bodies or Prescribed Authorities
III X. 2.	Right of Carriageway 20 metres wide	Lot 11 DP 1037445 8	9.
PH Z. 1.	Restriction on the use of land	Lot 11 DP 1037445 9	Moree Plains Shire Council

PART 2 (Terms)

1. Terms of easement for carriageway and personal access (20 metres wide) firstly referred to in the abovementioned plan
 - 1.1 The Lot Benefited and every person authorised by the Lot Benefited may by foot, motor vehicle, truck (which may be loaded with or without cotton modules) pass and egress across the Lot Burdened, with or without tools, with such right limited to the easement site.
 - 1.2 The Lot Benefited must:
 - (a) ensure the Lot Benefited and all persons authorised by the Lot Benefited cause as little inconvenience as is practicable to the Lot Burdened;
 - (b) ensure the Lot Benefited and all persons authorised by the Lot Benefited cause as little damage as practicable to the Lot Benefited;
 - (c) subject to reasonable fair wear and tear, at its cost make good and restore the Lot Burdened or pay to the Lot Burdened the reasonable invoice costs of restoring the Lot Burdened as nearly as is possible to its former condition in the event of damage to either the easement site or the Lot Burdened arising as a result of the Lot Benefited exercising its rights under this easement;

D

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON THE USE OF
LAND AND THE POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT, 1919**

Sheet 2 of 34

DP1085142

**Subdivision of Lot 11 DP 1037445 Covered
by Subdivision Certificate**

- (d) not unreasonably interfere with or prevent the Lot Burdened from using and enjoying the Lot Burdened; and
- (e) make good any collateral damage.

1.3 The Lot Benefited:

- (a) undertakes all rights of access and right of carriageway for easement at their own risk; and
- (b) release and agree to indemnify the Lot Burdened from and against any action, demand, claim, damage, loss, injury or death occurring in or on the Lot Burdened as a consequence of the Lot Benefited or any person authorised by the Lot Benefited exercising its rights under this easement.

2. Terms of restriction secondly referred to in the abovementioned plan

No habitable dwelling shall be erected on the whole or part of the land burdened.

Name of Prescribed Authority empowered to release, vary or modify the restriction as to user firstly referred to in the plan:

Moree Plains Shire Council

**EXECUTED by ROBERT ARTHUR BELL
On behalf of NAMOI COTTON CO-OPERATIVE LTD)
Under power of attorney registered book no 4288 no 27)**

[Signature]
.....
Robert Arthur Bell

Approved by Moree Plains Shire Council

[Signature]
.....
Witness

.....dated.....

[Signature]
.....
Name of Witness

Ⓢ

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON THE USE OF
LAND AND THE POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT, 1919**

Sheet 3 of 24

DP1085142

Subdivision of Lot 11 DP 1037445 Covered
by Subdivision Certificate

Executed by Namoi Cotton Co-operative Ltd
by its attorney ROBERT ARTHUR BELL under
power of attorney registered Book 4288 No. 27

.....
Signature of Attorney

who states that he has no notice of the
revocation of the power of attorney under
the authority of which this document is
executed

.....
Witness

.....
Print name of Witness

The Common Seal of Moree Plains
Shire Council was affixed this
2005
pursuant to a resolution of
Council passed on the
2005

.....
Mayor

.....
General Manager

4

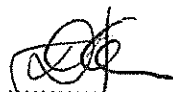
INSTRUMENT SETTING OUT TERMS OF EASEMENT INTENDED TO BE CREATED OR RELEASED
PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919

4 4
(Sheet 3 of 4 Sheets)

DP1085142


Subdivision of Lot 11 in DP1037445 covered by
Council's Subdivision Certificate No. 03/016

SIGNED for and on behalf of MOREE)
PLAINS SHIRE COUNCIL by)
David Abec)



.....
Authorised Officer

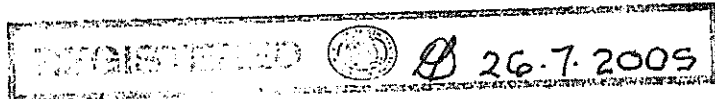
In the presence of:)

.....)

Signature of witness

L R IVANOV.....

Print Name of witness



Enquiries to: Team Leader Planning
Direct Line: (02) 6757 3252
Email: Murray.Amos@mpsc.nsw.gov.au
Our Reference: FILE13/85
Your Reference: 020238



02 April 2020

Mertens Lawyers
PO Box 357
NARRABRI NSW 2390

Dear Sir/Madam

PLANNING CERTIFICATE FOR THE PROPERTY
Carnarvon Highway ASHLEY 2400
LOT: 8 & 9 DP: 1085142; AND
LOT: 2 DP: 1115685

Please find enclosed the Planning Certificate issued under 10.7 of the Act for the above property.

If you require further information please contact me via email or phone, as indicated above.

Yours sincerely

A handwritten signature in black ink that reads "M Amos".

Murray Amos
TEAM LEADER PLANNING
PLANNING AND COMMUNITY DEVELOPMENT

**CERTIFICATE UNDER SECTION 10.7
ENVIRONMENTAL PLANNING & ASSESSMENT ACT, 1979
PLANNING CERTIFICATE**

Moree Plains Shire Council
Level 2, Max Centre, 30 Heber Street, Moree NSW
PO Box 420, MOREE NSW 2400
Phone: (02) 6757 3258 Fax: (02) 6752 3934

Sheet No	1
----------	---

Applicant:	Mertens Narrabri DX 6257 NARRABRI NSW 2390	Applicants Reference:	020238
Parcel No:	18849	Certificate Number:	14264
		Receipt Number:	1088640
		Application Number:	18189
Owner:	Namoi Cotton Ltd		
Property Description:	LOT: 8 & 9 DP: 1085142; AND LOT: 2 DP: 1115685 Carnarvon Highway ASHLEY 2400	Area:	79.3979 Hectares

The following information is provided in respect of the abovementioned land pursuant to Section 10.7 of the *Environmental Planning and Assessment Act, 1979*. For the purposes of Section 10.7 it is advised that as at the date of this certificate the abovementioned land is affected by the following matters:

Names of Relevant SEPPs, REPs, LEPs and DCPs

- | | | |
|----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1(1)(a) | The names of each local environmental plan and deemed planning instrument that applies to the land. | Moree Plains Local Environmental Plan (LEP) 2011, as published on the NSW Legislation website on 9 December 2011, applies to the land.
A copy can be viewed at www.legislation.nsw.gov.au . |
| 1(1)(b) | The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved). | None. |
| 1(1)(c) | The names of each development control plan applying to the land that has been prepared by Council under section 72 of the Act. | Moree Plains Shire Development Control Plan (DCP) 2013 adopted by Council on 11 April 2013. |
| 1(2)(b) | The names of each draft regional environmental plan applying to the land that has been placed on exhibition under section 47(b) of the Act. | None |

**CERTIFICATE UNDER SECTION 10.7
ENVIRONMENTAL PLANNING & ASSESSMENT ACT, 1979
PLANNING CERTIFICATE**

Moree Plains Shire Council
Level 2, Max Centre, 30 Heber Street, Moree NSW
PO Box 420, MOREE NSW 2400
Phone: (02) 6757 3258 Fax: (02) 6752 3934

Sheet No	2
----------	---

-
- 1(3)(a) **The names of each State Environmental Planning Policy applying to the land.** Current State Environmental Planning Policies (SEPPs) are available from www.legislation.nsw.gov.au.
- 1(3)(b) **The names of each draft State environmental planning policy applying to the land that has been publicised as referred to in section 39(2) of the Act.** None

Note: Proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental Planning instrument.

Zoning and land use under relevant LEPs

- 2(a) **As at the date of this certificate the land is zoned:** Under the Moree Plains LEP 2011 dated 9 December 2011 the land is zoned:-
RU1- Primary Production.
- 2(b), (c) and (d) **The purposes for which the plan or instrument provides that development may be carried out without or only with development consent in the zone or where development is prohibited.** The Moree Plains LEP 2011 sets out circumstances where certain developments can be carried out without development consent; or only with development consent; as well as the types of developments that are prohibited within the zone. A copy of this document is available from www.legislation.nsw.gov.au
State Environmental Planning Policies (SEPPs) may override the specific provisions of the plan. You are advised to consult the current SEPPs available from www.legislation.nsw.gov.au.
- 2(e) **State 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.** Yes there is a development standard applying to the land, fixing minimum land dimensions for the erection of a dwelling-house being 100ha.
- 2(f) **State whether the land includes or comprises critical habitat.** The land, the subject of this certificate, does not include or comprise critical habitat.
- 2(g) **State whether the land is in a conservation area.** The subject property is not located in a Heritage Conservation Area.

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Moree Plains Shire Council
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PO Box 420, MOREE NSW 2400
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- 2(h) **State whether an item of environmental heritage is situated on the land.** No item of environmental heritage is located on the land.

Complying Development

3. **State the extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clause 1.17A(1)(c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.**

If complying development may not be carried out on that land because of the provisions of clause 1.17A(1)(c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of that Policy, the reasons why it may not be carried out under that clause.

(A) General Housing Code

Complying development may be carried out because of the provisions of clause 1.17A(1)(c) to (e),(2),(3) & (4),1.18(1)(c3) and 1.19 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, on the land the subject of this certificate.

(B) Housing Alterations Code

Complying development may be carried out because of the provisions of clause 1.17A(1)(c) to (e),(2),(3) & (4),1.18(1)(c3) and 1.19 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, on the land the subject of this certificate.

(C) Commercial and Industrial (New Buildings and Additions) Code

Complying development may be carried out because of the provisions of clause 1.17A(1)(c) to (e),(2),(3) & (4),1.18(1)(c3) and 1.19 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, on the land the subject of this certificate.

(D) Subdivisions Code

Complying development may be carried out because of the provisions of clause 1.17A(1)(c) to (e),(2),(3) & (4),1.18(1)(c3) and 1.19 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, on the land the subject of this certificate.

(E) Rural Housing Code

Complying development may be carried out because of the provisions of clause 1.17A(1)(c) to (e),(2),(3) & (4),1.18(1)(c3) and 1.19 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, on the land the subject of this certificate.

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(F) General Development Code

Complying development may be carried out because of the provisions of clause 1.17A(1)(c) to (e),(2),(3) & (4),1.18(1)(c3) and 1.19 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, on the land the subject of this certificate.

(G) Demolition Code

Complying development may be carried out because of the provisions of clause 1.17A(1)(c) to (e),(2),(3) & (4),1.18(1)(c3) and 1.19 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, on the land the subject of this certificate.

(H) Commercial and Industrial Alterations Code

Complying development may be carried out because of the provisions of clause 1.17A(1)(c) to (e),(2),(3) & (4),1.18(1)(c3) and 1.19 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, on the land the subject of this certificate.

(I) Fire Safety Code

Complying development may be carried out because of the provisions of clause 1.17A(1)(c) to (e),(2),(3) & (4),1.18(1)(c3) and 1.19 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, on the land the subject of this certificate.

Coastal Protection

4. **State whether or not the owner(or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).**

Council has no record that the owner(or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

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Mine Subsidence

5. State whether or not the land is proclaimed to be a mine subsidence district within the meaning of section 15 of the *Mine Subsidence Compensation Act 1961*.
- The land, the subject of this certificate, is not proclaimed to be a mine subsidence district within the meaning of section 15 of the *Mine Subsidence Compensation Act 1961*.

Road Widening and road realignment

- 6(a) State whether or not the land is affected by any road widening or road realignment under Division 2 of Part 3 of the *Roads Act 1993*.
- The land, the subject of this certificate, is not affected by any road widening or road realignment under Division 2 of Part 3 of the *Roads Act 1993*.
- 6(b) State whether or not the land is affected by any road widening or road realignment under any Environmental Planning Instrument.
- The land, the subject of this certificate, is not affected by any road widening or road realignment under any Environmental Planning Instrument.
- 6(c) State whether or not the land is affected by any road widening or road realignment under any resolution of Council.
- The land is not affected by any road widening or road realignment under any resolution of the Council.

Council and other Public Authority Policies on Hazard Risk Restrictions

- 7(a) State whether or not the Council has adopted a policy to restrict the development of the land by reason of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).
- Council has adopted a policy to restrict the development of the land by reason of the likelihood of bushfire in 'low hazard bushfire areas.
- 7(b) State whether or not any public authority (other than the Council) has adopted a policy that has been notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council to restrict the development of the land by reason of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).
- Council has not been notified by any public authority that a policy has been adopted for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council to restrict the development of the land by reason of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding) unless a statement to the contrary appears on this certificate.

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7A(1) State whether or not development on the land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings(not including development for the purposes of group homes or seniors housing) is subject to flood related development controls.

LOT: 8 DP: 1085142

The specified land is the subject of flood related development controls, as set out in clause 7.6 of Moree Plains Local Environmental Plans 2011 and Moree Plains Development Control Plan 2013, for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing)

The Council does not know whether or not development on the land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls. This is because the Council has not completed mapping of the area of land within 500mm of the 1:100 Annual Exceedance Probability flood level (as set out in the Moree and Environs Floodplain Risk Management Plan and Development Control Plan 2013) in order to determine this.

LOT: 9 DP: 1085142; AND
LOT: 2 DP: 1115685

The specified land may be the subject of flood related development controls, as set out in clause 7.6 of Moree Plains Local Environmental Plan 2011. Prior to the completion of mapping Council will require that applications for new development be accompanied by information necessary for determining the flood planning level and recommends that all necessary enquiries should be made. Council is aware that flooding which took place on or around 26 November 2011 inundated a number of properties in the village of Ashley.

7A(2) State whether or not development on the land or part of the land for any other purpose is subject to flood related development controls.

LOT: 8 DP: 1085142

The specified land is the subject of flood related development controls, as set out in clause 7.6 of Moree Plains Local Environmental Plan 2011.

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LOT: 9 DP: 1085142; AND
LOT: 2 DP: 1115685

The Council does not know whether or not development on the land or part of the land for any other purposes is subject to flood related development controls. This is because Council has not completed mapping of the area of land within 500mm of the 1:100 Annual Exceedance Probability flood level (as set out in the Moree and Environs Floodplain Risk Management Plan & Development Control Plan 2013) in order to determine this.

The specified land may be the subject of flood related development controls set out in clause 7.6 of Moree Plains Local Environmental Plan 2011. Prior to the completion of mapping, the Council will require that applications for new development be accompanied by information necessary for determining the flood planning level and recommends that all necessary enquiries should be made. Council is aware that flooding which took place on or around 26 November 2011 inundated a number of properties in the village of Ashley.

Land Reserved for Acquisition

- | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>8. State whether or not any environmental planning instrument or draft environmental planning instrument applying to the land provides for the acquisition of the land by a public authority, as referred to in section 27 of the Act.</p> | <p>No environmental planning instrument, or draft environmental planning instrument applying to the land, the subject of this certificate, provides for the acquisition of the land by a public authority, referred to in section 27 of the Act.</p> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Contribution Plans

- | | |
|---------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>9. The name of each contribution plan applying to the land.</p> | <p>Moree Plains Section 94A Development Contributions Plan adopted by Council on 5 May 2006.</p> <p>Moree Plains Section 94 Development Contributions Plan Traffic Generating Development adopted by Council on 28 April 2016.</p> |
|---------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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Biodiversity

- 9A. State whether the land, the subject of this certificate, is biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*. (including land certified under Part 7AA of the *Threatened Species Conservation Act 1995*).
- Council has no record that the land, the subject of this certificate, is biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*. (including land certified under Part 7AA of the *Threatened Species Conservation Act 1995*).
10. State whether the land, the subject of this certificate is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*. (including a biobanking agreement under Part 7A of the *Threatened Species Conservation Act 1995*).
- Council has no record that the land, the subject of this certificate, is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016* (including a biobanking agreement under Part 7A of the *Threatened Species Conservation Act 1995*)
- 10A. State whether the land, the subject of this certificate contains a set aside area under section 60ZC of the *Local Land Services Act 2013*.
- Council has no record that land, the subject of this certificate contains a set aside area under section 60ZC of the *Local Land Services Act 2013*.

Bushfire Prone Land

11. State whether the land is Bush Fire Prone Land.
- LOT: 8 & 9 DP: 1085142
- The land is shown as partly bush fire prone on a Bush Fire Prone Land map as certified by the Commissioner of the NSW Rural Fire Service under s146(2) of the Environmental Planning and Assessment Act 1979. Further details of any applicable restrictions on development of the land may be obtained on application to Council.
- LOT: 2 DP:1115685
- The land is shown as wholly bush fire prone on a Bush Fire Prone Land map as certified by the Commissioner of the NSW Rural Fire Service under s146(2) of the Environmental Planning and Assessment Act 1979. Further details of any applicable restrictions on development of the land may be obtained on application to Council.

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Property Vegetation Plans

12. State whether a property vegetation plan under the *Native Vegetation Act 2003* (and continues in force) applies to the land.
- Council has no record of a property vegetation plan under the Native Vegetation Act 2003 applying to the land the subject of this certificate.

Orders under Trees (Disputes Between Neighbours) Act 2006

13. State whether Council has been notified that an order has been made under the *Trees (Disputes Between Neighbours) Act 2006* in relations to the land.
- Council has **no** record of an order under the *Trees (Disputes Between Neighbours) Act 2006* applying to the land.

Directions under Part 3A

14. State whether there is a direction by the Minister in force under section 75P(2) (cl) of the *Environmental Planning and Assessment 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 that Act does not have effect.
- Council has **no** record of a direction by the Minister in force under section 75P(2) (cl) of the Act applying to the land.

Site Compatibility Certificates and Conditions for Seniors Housing

- 15(a) State whether there is a current site compatibility certificate (of which the council is aware), issued under clause 25 of *State Environmental Planning Policy(Housing for Seniors or People with a Disability) 2004* in respect of proposed development on the land and if so:
- Council has **no** record of a Site Compatibility Certificate being issued under clause 25 of *State Environmental Planning Policy(Housing for Seniors or People with a Disability) 2004* in respect proposed development on of the subject land.
- (a) The period for which the certificate is current, and
 - (b) That a copy may be obtained from the head office of the Department of Planning.

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- 15(b) State what terms of a kind referred to in clause 18(2) of State Environmental Planning Policy(Housing for Seniors or People with a Disability) 2004 have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of land to which that instrument applies.

Council has no record of any terms of a kind referred to in clause 18(2) of State Environmental Planning Policy(Housing for Seniors or People with a Disability) 2004 having been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of land to which that instrument applies.

Site Compatibility Certificates for Infrastructure, schools or TAFE establishments

- 16 State 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, the subject of this certificate and if so:
- (a) The period for which the certificate is valid, and
 - (b) That a copy may be obtained from the head office of the Department.

Council has no record of a Site Compatibility Certificate being issued under clause 19 of State Environmental Planning Policy(Infrastructure) 2007 in respect of proposed development on the subject land.

Site Compatibility Certificates and Conditions for Affordable Rental Housing

- 17(1) State 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 so:
- (a) The period for which the certificate is current, and
 - (b) That a copy may be obtained from the head office of the Department of Planning.

Council has no record of a Site Compatibility Certificate (affordable rental housing) being issued in respect of proposed development on the land, the subject of this certificate.

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17(2) State what terms of a kind referred to in clause 17(1) or 38(1) of State Environmental Planning Policy(Affordable Rental Housing)2009 have been imposed as a condition of consent to a development application in respect of land to which that instrument applies.

Council has no record of any terms of a kind referred to in clause 17(1) or 38(1) of State Environmental Planning Policy(Affordable Rental Housing) 2009 having been imposed as a condition of consent to a development application in respect of land to which that instrument applies.

Paper Subdivision Information

18(1) State 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.

Council has no record 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 in respect of the land the subject of this certificate.

18(2) State the date of any subdivision order that applies to the land.

Council has no record of any subdivision order applying to the land the subject of this certificate.

Site Verification Certificates

19 State whether there is a current site verification certificate, of which the council is aware, in respect of the land the subject of this certificate and, if there is a certificate:-

Council has no record of any current site verification certificate in respect of the land the subject of this certificate.

- (a) The matter certified by the certificate, and
- (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 of Planning and Infrastructure.

Loose-fill asbestos insulation

20. State whether the land, the subject of this certificate, includes any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) that are listed on the register that is required to be maintained under that Division.

Council has no record that the land, the subject of this certificate, includes any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) that is listed on the register that is required to be maintained under that Division.

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Affected building notices and building product rectification orders

- | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>21(1). State whether the land, the subject of this certificate, includes an affected building notice in force.</p> | <p>Council has no record that the land, the subject of this certificate, includes an affected building notice in force.</p> |
| <p>21(2). State whether the land, the subject of this certificate, includes:</p> <p>(a) A building product rectification order which has not been fully complied with, or</p> <p>(b) A notice of intention to make a building product rectification order and is outstanding.</p> | <p>Council has no record that the land, the subject of this certificate, includes:</p> <p>(a) A building product rectification order which has not been fully complied with; or</p> <p>(b) A notice of intention to make a building product rectification order and is outstanding.</p> |

Please Note

Council has not been advised of any matters prescribed by section 59(2) of the Contaminated Land Management Act 1997.

Council has not been advised of any exemptions or authorisations under the National Building and Jobs Plan (State Infrastructure Delivery) Act 2009.

Note:

Disclaimer

The above information has been taken from the Council's records but Council accepts no responsibility and liability for any omission or inaccuracy or any loss or damage arising from the use of this certificate.

This certificate contains information provided to Moree Plains Shire Council by third parties and is as current as the latest information available to Council at the time of production of this document. Council does not warrant the accuracy of the information contained within the information provided by third parties and has not independently verified the information.

Please contact Council's Planning and Community Development Department should you wish to obtain a listing of the information provided by third parties that has been relied upon in the production of this document. It is strongly recommended that you contact the relevant third parties to confirm the accuracy of the information. Should you need further information in connection with this certificate, the request should be marked for the attention of the Planning and Building Team.

General Manager per *M. Mues*

RURAL LAND REQUISITIONS

Vendor: Nama: Cotton Ltd

Purchaser:

Property: Ashley Gin 1769 Carnarvon Highway, Ashley NSW 2400

Dated:

Note: If the answer to any of these questions is 'yes', please supply full details and a copy of all relevant documentation at least seven days prior to completion, unless otherwise specified.

1. Capacity

(a) Is the vendor under any legal incapacity?

Such as:

- *Minority.*
- *Bankruptcy or entering a debt agreement under Part IX or an arrangement under Part X of the Bankruptcy Act 1966 (Cth).*
- *If the vendor is a company, any notice, application or order received by the vendor or made at Court for its winding up, or for the appointment of a receiver, an administrator or a controller).*

(b) If the vendor is a trustee, please provide evidence to establish the trustee's power of sale (such as a copy of the trust deed, under which the trustee was appointed).

(c) If any document to be handed over on completion (excluding a discharge of mortgage) is executed under a power of attorney, please provide a certified copy of the registered power of attorney.

2. Notices and Orders

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

Such as:

- *Orders under either section 121B of the Environmental Planning and Assessment Act 1979 (NSW) or section 124 of the Local Government Act 1993 (NSW).*
- *Notices or orders from Local Land Services about pests or eradication.*
- *Notices from a local council about noxious weeds.*
- *Notices or orders issued under the Environmentally Hazardous Chemicals Act 1985 (NSW).*
- *Notices or orders under section 142 of the Mining Act 1992 (NSW).*

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

(c) Has the vendor received any notice (whether oral or written) of proposed orders from Local Land Services or any local council or government authority concerning any proposed action that could affect the property in any way? If so, please provide particulars including any copies of any relevant correspondence.

3. Title

(a) Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances.

(b) On or before completion, any mortgage or caveat or priority notice or writ (other than a caveat or priority notice lodged by or on behalf of the purchaser) must be discharged, withdrawn or cancelled as the case may be or, in the case of a mortgage, priority notice or caveat, an executed discharge or withdrawal handed over on completion.

(c) Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.

(d) When and where may the title documents be inspected?

4. Adjustments

- (a) All outgoing referred to in clause 14 of the Contract must be paid up to and including the date of completion.
- (b) Is the vendor liable to pay land tax (including surcharge land tax) or is the property otherwise charged or liable to be charged with land tax? If so:
 - (i) To what year has a return been made?
 - (ii) What is the taxable value of the property for land tax purposes for the current year?

5. Unregistered Rights

Is the vendor aware of any unregistered rights over the property, such as an easement, right of way, or any right of use or occupation?

6. Personal Property Securities Act 2009 (Cth) ("PPS Act")

- (a) Are there any interests recorded against the vendor on the Personal Property Securities Register?
If yes:
 - (i) Do such registrations relate to any personal property included in this sale?
 - (ii) In relation to all registrations in respect of the vendor or any personal property included in the sale (including the property and any inclusions), the vendor must provide on or prior to completion:
 - (A) a release from each secured party, in respect of the personal property together with a written undertaking from each secured party to register a financing change statement which reflects that release in the case of serial numbered goods and personal property specifically described; or
 - (B) a statement by each secured party in accordance with section 275(1)(b) of the PPS Act confirming that no debt or obligation is secured by the registration; or
 - (C) a written approval or correction in accordance with section 275(1)(c) of the PPS Act confirming that the personal property is not or will not be as at completion personal property in respect of which the registration is granted.
- (b) Please provide:
 - (i) Full names (including any former names) and dates of birth of all vendors.
 - (ii) ABNs and ACNs of all vendor companies, partnerships and trusts.
 - (iii) Full names (including any former names) and dates of birth of all directors of the vendor companies.

7. Tenancies

- (a) Vacant possession of the property must be given on completion unless the Contract provides otherwise.
- (b) Are there any agreements or arrangements which would create a "tenancy" as defined in section 4 of the *Agricultural Tenancies Act 1990* (NSW), (*such as farming, grazing, share farming or agistment agreements*), or a residential tenancy agreement as defined in section 13 of the *Residential Tenancies Act 2010* (NSW)?
If yes please provide:
 - (i) Particulars of the nature of the tenancy.
 - (ii) The date of any termination of the tenancy.
 - (iii) Particulars of any written instrument (please supply a copy at least 14 days prior to completion).
 - (iv) Particulars of any oral agreement.
 - (v) Particulars of any bond or security.
- (c) Where there is a tenancy:
 - (i) Has the tenant carried out any improvements on the property, with or without the vendor's consent, for which the tenant is entitled to compensation from the vendor?
 - (ii) Has the vendor carried out any improvement on the property for which the tenant is liable to compensate the vendor?
 - (iii) Are there any unresolved disputes between the vendor and a tenant pursuant to an agreement which creates an interest in land?
 - (iv) Are there any fixtures on the property which the tenant may have right to access or removal?

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

8. Buildings

- (a) Are there any structures on the property which require approval for their current use, but do not have such approval?
- (b) Are there any structures on the property that are required to have the approval of the local council but do not?
- (c) Have the provisions of the *Local Government Act 1993* (NSW) and the *Environmental Planning and Assessment Act 1979* (NSW) been complied with?
- (d) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
- (e) Has the vendor a survey? If so, please provide a copy.
- (f) Has the vendor a Building Certificate and/or Final Occupation Certificate which relates to any current buildings or structures? If so, it should be handed over on completion. Please provide a copy.
- (g) In respect of any residential building work carried out in the last ten years:
- (i) Please identify the building work carried out;
- (ii) When was the building work completed?
- (iii) Please state the builder's name and licence number (or provide a copy of any owner-builder permit relating to the work);
- (iv) Please provide details of any insurance under the *Home Building Act 1989* (NSW).
- (h) Has there been any complaint or insurance claim made, or any circumstances known to the vendor which may warrant a complaint or insurance claim due to the non-completion, defective work or otherwise from a breach of the statutory warranties under the *Home Building Act 1989* (NSW) related to residential building work carried out on the property? If so, full details should be provided.
- (i) Do any structures on the property contain loose-fill asbestos insulation? If so:
- (i) which structures?
- (ii) is the property listed on the loose-fill asbestos insulation register?
- (j) Have the structures on the property been tested for loose-fill asbestos insulation?

9. Swimming pools

If there is a swimming pool:

- (a) Has the pool been approved by the local council?
- (b) Is it subject to the requirements of the *Swimming Pools Act 1992* (NSW)? If not, why not?
- (c) Does it comply with all the requirements of the *Swimming Pools Act 1992* (NSW) and regulations made under that Act?
- (d) Has a fence and signage been erected around the swimming pool?
- (e) Has the vendor obtained a certificate of non-compliance pursuant to clause 18BA of the *Swimming Pools Regulation 2008* (NSW)? If so, and the certificate is not attached to the contract, please provide a copy of the certificate and the details of the non-compliance.
- (f) Have any notices, directions or orders issued under the *Swimming Pools Act 1992* (NSW) and/or regulations made under that Act?
- (g) Has the vendor obtained a certificate of compliance pursuant to section 22D of the *Swimming Pools Act 1992* (NSW)? If so, and the certificate is not attached to the contract, please provide a copy.
- (h) If a certificate of compliance is not attached to the Contract, please provide evidence of registration, eg. certificate of registration of the swimming pool pursuant to section 30C of the *Swimming Pools Act 1992* (NSW), and a relevant occupation certificate within the meaning of the *Swimming Pools Act 1992* (NSW).
- (i) Any original certificate of non-compliance, certificate of compliance and relevant occupation certificate held must be handed over at completion.
- (j) Where a certificate of compliance includes a reference to an exemption, please provide the details of the exemption granted by council.
- (k) Has the vendor received any notification of the cancellation of a certificate of compliance? If so please provide a copy.

10. Solar Panels

- (a) Do any of the improvements erected at the property have solar panels?
- (b) Is there any energy buy back arrangement in place? If so, can it be assigned to the purchaser?
- (c) Please provide a copy of the supply agreement for the solar panels including particulars of the Contract price.
- (d) Does the supply agreement provide for assignment to a new owner of the property?
- (e) Does the rate per kW of power generated in dollar terms remain constant during the term of the supply agreement?
- (f) Is there a net meter for any solar panels?
- (g) Are there any arrangements in relation to a voluntary feed in tariff?
- (h) Is there a battery storage system? If so please advise details of the system.

11. Rates

- (a) What government, local government or statutory authorities levy rates on the property? (*Such as local council or Local Land Services*).
- (b) Has the property been declared "farmland" for rating purposes under the *Local Government Act 1993* (NSW)?
- (c) Are there any deferred rates attaching to the property? Please provide particulars.

12. Boundary fences

- (a) Are there any boundary or give and take fences on the property? If so where are they located?
- (b) Are there any boundaries along watercourses and, if so, how are they fenced?
- (c) Are there any notices from neighbours or statutory authorities about the erection or repair of any boundary fence or give and take fence?
- (d) Is there any agreement, written or oral, with any neighbour about the erection or repair of a boundary fence?

13. Soil conservation

- (a)
 - (i) Are there any agreements about soil conservation affecting the property?
 - (ii) Please provide copies of any licences or agreements.
 - (iii) Are there any monies outstanding under any licence or agreement?
- (b) Is the land or any part of it within an area of erosion hazard under the *Soil Conservation Act 1938* (NSW)?
- (c) Is there any charge or any other outstanding liability affecting the land under section 22(5) of the *Soil Conservation Act 1938* (NSW)?
- (d) Are there any circumstances known to the vendor that could give rise to soil conservation liabilities in the future?

14. Timber

- (a) Are there any agreements with any authority or anyone else about the felling or removal of timber from the property? If so,
 - (i) Please provide copies of any licences or agreements.
 - (ii) Are there any monies outstanding under any licence or agreement?
Please provide details and copies of any relevant documents as soon as possible, and in any event not later than 14 days before completion.
- (b) Is the vendor aware of any of the following being granted to or held by the vendor or any other person under the *Forestry Act 2012* (NSW) in respect of the property:
 - (i) Forest lease or licence;
 - (ii) Forest products licence;
 - (iii) Clearing licence;
 - (iv) Profit-a-prendre; or
 - (v) Any other lease, licence, permit, right or interest?Please provide details and copies of any relevant documents as soon as possible, and in any event not later than 14 days before completion.

15. Water

- (a) Is the vendor entitled to have water supplied to the property by any authority? If so, please supply details and if any meter or works are situated on lands other than the property please advise what rights or agreements exist.
- (b) Is any water available to the property:
 - (i) From any well, bore or dam that is not wholly on the property and if so where?
 - (ii) Under any private water agreement? If so, what rights exist in respect to any private water agreement and please supply copies of any agreement.
- (c) Is the land in a water sharing plan area under the *Water Management Act 2000* (NSW)?
- (d) Does the vendor hold any water rights or licence, permit or authority under the *Water Act 1912* (NSW) or the *Water Management Act 2000* (NSW); or, the benefit of any applications under either Act not yet dealt with? Please supply copies of all licences, permits, authorities, applications or correspondence in respect of such applications.
- (e) Is the vendor liable to any authority, or to any other person, to pay for water or for water rights?
- (f) (i) Have any dams or other earthworks been constructed on any water course on the property?
(ii) If so, was any permission for the construction sought or given by any relevant authority?
- (g) Are there any bore trusts that affect the property? If so, please provide:
 - (i) The name and contact details of the secretary or relevant office bearer of the trust;
 - (ii) Details of licences or permits in respect of the bore;
 - (iii) If water is conveyed from the bore to the property through other properties please supply details of owners of those properties and copies of any easements or agreements.
- (h) If there is a dam on the property which exceeds the maximum harvestable right dam capacity which is used for irrigation or which is used for watering a commercial crop or an intensive livestock industry:-
 - (i) Has the dam been approved by and registered with NSW Office of Water?
 - (ii) Has a licence issued for the dam? If so, please provide a copy of the licence.
 - (iii) Did the dam require the approval of local council? If so, please provide a copy of such approval.
- (i) Are there any points of supply of water not wholly located within the boundaries of the land? If so are appropriate easements in place?
- (j) Are there any levee banks on the property? If so was a licence obtained and are they constructed in accordance with the licence?
- (k) Have all earthworks requiring development consent on the property been fully approved?

16. Electricity

- (a) Which electricity authority supplies electricity to the property?
- (b) Is there any money owing to that authority for capital works? If so, please furnish full particulars.

17. Access, roads and enclosure permits

- (a) Is access to the property at any point over any land other than a main or public road?
(*Such as a right of way or access over Local Land Services property.*)
- (b) Are there any rights of way or other easements over the property?
- (c) Is the vendor aware of any proposal to close, or any application or pending application to close or any proposal to purchase any road adjacent to the property?
- (d) Is the vendor aware of any proposed realignment on any road adjacent to the property?
- (e) Is there any main road, public road Crown road or travelling stock route through the property at any point?
- (f) Is there any enclosure permit that attaches to the property? If so, please furnish full particulars.
- (g) Has the vendor or a predecessor in title made an application to close or to purchase a road within the property or any other road which provides access to the property? If so, please advise the status of the application.

18. Rural workers accommodation

- (a) Is there any building situated on the land for the accommodation of rural workers?
- (b) If so:
 - (i) Have the requirements of the *Rural Workers Accommodation Act 1969* (NSW) and *Work Health and Safety Act 2011* (NSW) been complied with?
 - (ii) Is the vendor aware of any notice, prosecution or proceedings including enforcement proceedings, under the *Rural Workers Accommodation Act 1969* (NSW) and *Work Health and Safety Act 2011* (NSW) that have been instituted or threatened against the vendor or any previous owner of the property?
 - (iii) Does the vendor have planning approval for rural workers accommodation?

19. Stock diseases

- (a) Are there any quarantine or other notices or orders or undertakings relating to stock on the property including stock on agistment or stock not owned by the vendor? (*Such as notices or orders made about anthrax, lice, brucellosis or footrot, Ovine Johnes Disease (OJD) or Bovine Johnes Disease (BJD).*)
- (b) Has any order been made under section 62 of the *Biosecurity Act 2015* (NSW)?

20. Pollution

- (a) Are there any sheep or other stock dips, whether used or disused, on the property? If so, where on the property are they located?
- (b) Are there any outstanding notices or orders under the *Environmentally Hazardous Chemicals Act 1985* (NSW)?
- (c) Has the vendor or any tenant, share farmer or previous owner used any chemicals on the property which could give rise to any problems with chemical residues under the *Environmentally Hazardous Chemicals Act 1985* (NSW) or the *Contaminated Land Management Act 1997* (NSW)?
- (d) Has any Preliminary Investigation Order been made under section 10 or a Management Order been made under section 14 of the *Contaminated Land Management Act 1997* (NSW)? If so, has the land been declared to be significantly contaminated land within the meaning of section 11 of the *Contaminated Land Management Act 1997* (NSW)?
- (e) Is there, or has there ever been, any underground fuel tank on the property? If so:-
 - (i) Where is/was it?
 - (ii) Is it still in use? If not, has it been emptied of fuel and decommissioned?
- (f) Is there or has there been any fuel tank which may have leaked, causing soil pollution? If so, please supply full information about where it is, or was, situated.

21. Effluent Disposal Systems

- (a) Is there a septic sewage disposal system on the property? If so, please supply evidence of registration of it with the local council.
- (b) If there is no septic sewage disposal system and there is a house on the property, please supply details of the effluent disposal system used and evidence of registration with the local council.
- (c) Has the local council inspected the septic sewage disposal system? If so when?
- (d) Please provide copies of any correspondence from the local council in relation to effluent disposal, including as to any septic sewage disposal system on the property.

22. Resumptions

Is the vendor aware of any resumption, proposed resumption, proposed purchase or proposed occupation of the property by any public authority? ? If so, please furnish full particulars at least 14 days prior to completion.

23. Fixtures

- (a) Are the fixtures or inclusions in the sale free of encumbrances?
- (b) Any chattels not owned by the vendor, or owned by the vendor or any other person and not included in this sale, must be removed prior to completion.

24. Crown land

- (a) Are there any amounts owing to the Crown for rent or for balance of purchase moneys? If so, please supply full details.
- (b) Is there any application or pending application to the Crown for conversion or purchase from the Crown? If so, please advise the status of the application or pending application.

25. Pipelines

Is the vendor aware of any licence, permit or easement for any pipeline over the property, either under the *Pipelines Act 1967* (NSW) or otherwise? If so:-

- (a) Please provide copies any licences, permits or easements.
- (b) Are there any monies outstanding under any licences or permits?
- (c) Please advise the location of any licences, permits or easements.

26. Mining

- (a) Has the vendor any rights or entitlements, or received any notices, under the:
 - (i) *Mining Act 1992* (NSW); or
 - (ii) *Petroleum (Onshore) Act 1991* (NSW)?If so please provide details and provide a copy of any relevant documentation.
- (b) Is the property within a mine subsidence district? If so:
 - (i) Has the erection or alteration of any improvement required approval? Please provide a copy.
 - (ii) Was the improvement erected or altered in accordance with the terms of the approval?

27. National Parks and Wildlife

- (a) Is there any interim protection order in force over any part of the property under section 91B of the *National Parks and Wildlife Act 1974* (NSW)?
- (b) Is there a conservation agreement affecting the property, or any part of it, under section 69B of the *National Parks and Wildlife Act 1974* (NSW)?
- (c) Is there a Wildlife Refuge Agreement in place in respect of the property under section 68 of *National Parks and Wildlife Act 1974* (NSW)?

If so please provide details and provide a copy of any relevant documentation

28. Native vegetation

- (a) Is the property subject to a Property Vegetation Plan as defined in the *Native Vegetation Act 2003* (NSW)(now repealed) or a private native forestry plan under Part 5C of Schedule 11 to the *Biodiversity Conservation Act 2016* (NSW)? If so please provide details and provide a copy of any relevant documentation.
- (b) Has the vendor carried out, or caused to be carried out, on the property any clearing of native vegetation? If so:
 - (i) Was clearing carried out pursuant to a development consent?
 - (ii) If so, was clearing carried out in accordance with the terms and conditions of that consent or plan?
 - (iii) Was clearing carried out pursuant to a Property Vegetation Plan approved under the *Native Vegetation Act 2003* (NSW)(now repealed)?
 - (iv) If not, was clearing carried out in accordance with Part 5A of the *Local Land Services Act 2013* (NSW)?
 - (v) Has the permitted clearing been completed?
 - (vi) If not, what is the extent of the clearing yet to be completed?
 - (vii) Please provide a copy of any mandatory code compliance certificate that has issued under the *Local Land Services Act 2013* (NSW).
 - (viii) Is any part of the property a set-aside area under the provisions of Part 5C of Schedule 11 to the *Biodiversity Conservation Act 2016* (NSW)? If so, please provide details, including any details entered in a public register.
- (c) Has the Director General made any 'stop work' order under section 37 or given directions for remedial work under section 38 of the *Native Vegetation Act 2003* (NSW)(now repealed) or the *Biodiversity Conservation Act 2016* (NSW) in respect of the property?
- (d) Has the vendor, or any previous owner, ever been prosecuted for clearing native vegetation illegally from the property? If so, please provide full details including a copy of any written outcome of such proceedings.

29. Threatened Species

- (a) Is the vendor aware of any endangered species, endangered populations, endangered ecological communities, vulnerable species or vulnerable ecological communities as defined in the *Threatened Species Conservation Act 1995* (NSW)(now repealed) or threatened species or threatened ecological communities as defined in the *Biodiversity Conservation Act 2016* (NSW) on the property?
- (b) In reference to the *Threatened Species Conservation Act 1995* (NSW)(now repealed) are there, or has there ever been, as far as the vendor is aware, any of the following relating to the property:
 - (i) Critical habitat declared under section 47 and notified on the Register kept by the Director General of the National Parks and Wildlife Service under section 55?
 - (ii) Any recovery plan published under section 67?
 - (iii) Any draft threat abatement plan published under section 84?
 - (iv) Any licence to harm or pick threatened species population or ecological communities or damage habitat, granted under section 91?
- (c) Has there been any species impact statement prepared either for the purposes of the *Threatened Species Conservation Act 1995* (NSW)(now repealed) in accordance with section 110 or for the purposes of the *Environmental Planning and Assessment Act 1979* (NSW)?
- (d) Has there been any stop work order made by the Director General under section 91AA or any interim protection order made under Part 6A of the *National Parks and Wildlife Act 1974* (NSW)?
- (e) Has any part of the property been declared an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016* (NSW)? If the answer is yes to any of the questions above please supply full details.

30. Native Title

- (a) Is the vendor aware of any Native Title claim lodged under the *Native Title Act 1993* (Cth), or acts validated under the *Native Title (New South Wales) Act 1994* (NSW)?
- (b) If so, has the vendor filed an interest to be involved in the determination of such claim under either the Commonwealth or NSW legislation?
- (c) If the land is a lease from the Crown, has the use purpose of the lease been altered since 1 January 1994 or is it in the process of being altered? If so, please provide a copy of the undertaking from the Crown not to seek from the lessee any reimbursement of compensation payable by the Crown to Native Title holders.

31. Aboriginal Sites

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

32. Environment

- (a) Has the vendor undertaken any activity that constitutes a 'controlled action' under the *Environment Protection and Biodiversity Conservation Act 1999* (Cth)? If so please provide details.
- (b) Has the vendor received any order or direction, or given any undertaking, under the *Biosecurity Act 2015* (NSW)? If so please provide details.
- (c) Are there any registered or unregistered conservation agreements under the *Biodiversity Conservation Act 2016* (NSW) affecting the property (such as Biodiversity Stewardship Agreements, Conservation Agreements and Wildlife Refuge Agreements)?
- (d) Are there any registered or unregistered conservation agreements not covered by the *Biodiversity Conservation Act 2016* (NSW)?

33. Foreign resident capital gains withholding measure

- (a) Is the transaction an excluded transaction within the meaning of s14-215 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("TA Act")?
- (b) If not attached to the contract, does the vendor hold or has the vendor applied for a clearance certificate within the meaning of s14-220 of Schedule 1 to the TA Act?
- (c) If not attached to the contract, does the vendor hold or has the vendor applied for a variation made under s14-235 of Schedule 1 to the TA Act?

34. Agreements or disagreements affecting the property

- (a) Has the vendor or any predecessor in title entered into any agreements not otherwise referred to in these requisitions, with anyone else affecting the property? If so, please provide details and provide a copy of any relevant documentation.
- (b) Are there any legal proceedings threatened, pending or not concluded that involve the property in any way?

35. Completion

- ~~(a) If the vendor has or is entitled to have possession of the title deeds, any Certificate Authentication Code must be provided seven days prior to completion.~~
- ~~(b) Please list any documents to be handed over on completion in addition to the certificate of title, transfer and any discharge of mortgage.~~
- (c) If applicable, has the vendor submitted a Request for CoRD Holder consent to the outgoing mortgagee?
- (d) Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.



Revenue

Enquiry ID 3267029
Agent ID 81429403
Issue Date 29 May 2020
Correspondence ID 1707893234
Your reference 020238

INFOTRACK PTY LIMITED
DX Box 578
SYDNEY

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

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value
D1115685/1	1769 CARNARVON HWY ASHLEY 2400	\$233 000
D1115685/2		
D1085142/9		

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2020 tax year.

This Certificate also relates to the following Land ID(s) contained in a single valuation with the above land: D1085142/8

Yours sincerely,

Cullen Smythe

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.

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

Land value, tax rates and thresholds

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

Contact details



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



1300 139 816*



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



landtax@revenue.nsw.gov.au

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



NSW SWIMMING POOL REGISTER

Certificate of Registration

Section 30C - Swimming Pools Act 1992

Pool No:	8dd153dd
Property Address:	1769 CARNARVON HIGHWAY ASHLEY
Date of Registration:	15 May 2020
Type of Pool:	An outdoor pool that is not portable or inflatable
Description of Pool:	in ground

The swimming pool at the above premises has been registered in accordance with Section 30B of the *Swimming Pools Act 1992*.

The issue of this certificate does not negate the need for regular maintenance of the pool.

Please remember:

- Children should be supervised by an adult at all times when using your pool
- Regular pool barrier maintenance
- Pool gates must be closed at all times
- Don't place climbable articles against your pool barrier
- Remove toys from the pool area after use

You may be required to obtain a Pool Compliance Certificate before you lease or sell your property. Contact your council for further information.

This is NOT a Certificate of Compliance

NSW SWIMMING POOL REGISTER

Certificate of Non-compliance

Clause 21 - Swimming Pools Regulation 2018

Pool no: 8dd153dd
Property address: 1769 CARNARVON HIGHWAY ASHLEY
Date of inspection: 28 May 2020
Expiry date: 28 May 2021
Issuing authority: Moree Plains Shire Council

Did not comply with AS1926.1 (2012).

The swimming pool at the above property DOES NOT COMPLY with Part 2 of the *Swimming Pools Act 1992*. Please refer to the local authority's notice, issued under Clause 20 of the Swimming Pools Regulation 2018, for detailed reasons of non-compliance and rectification works required to render the swimming pool compliant with the applicable standard.

The swimming pool poses a significant risk to public safety

The swimming pool does not pose a significant risk to public safety

Non-compliance area/s:

Boundary fence	<input type="checkbox"/>	Doors	<input type="checkbox"/>
Fence height	<input type="checkbox"/>	Fence panels/gaps	<input checked="" type="checkbox"/>
Gate closure	<input checked="" type="checkbox"/>	Gate latch	<input checked="" type="checkbox"/>
Non-ancillary structure	<input type="checkbox"/>	Non-climbable zones	<input type="checkbox"/>
Signage	<input checked="" type="checkbox"/>	Window	<input type="checkbox"/>
Other (see text box below)	<input type="checkbox"/>		

This certificate expires on issuing of a certificate of compliance or 12 months after the date of issue, whichever occurs first.

The owner of the premises on which the swimming pool is situated is entitled, under section 26 of the *Swimming Pools Act 1992*, to appeal the decision of the local authority to refuse to issue a certificate of compliance under section 22D of the Act.

Purchasers of a property with a non-compliant swimming pool barrier have 90 days from the date of settlement to fix any areas of non-compliance.

Information about a property

Use this tool to search a particular parcel of land to see if a [water licence](#) issued under the *Water Act 1912* or an [approval](#) issued under the *Water Management Act 2000* benefits the specified land.

[Water access licences](#) issued under the *Water Management Act 2000* are fully separated from land title and thus this search tool cannot be used to search for water access licences.

Note: Search by land reference may not return all licences that apply to a particular lot due to inaccuracies in land referencing information in WaterNSW's licence database. Land referencing information is currently in the process of being verified.

Search for either:

[Water licences that benefit a specific land reference \(lot/DP\)](#)

Approvals that benefit a specific land reference (lot/DP)

Plan (required) DP ▼ 1115685

Lot Number 1

Section Number

Notes:

The search results will list the conditions imposed on the approval and also list the number/s of any water access licence/s that nominate the water supply works associated with the approval.

Properties supplied water by approved works on adjacent properties under [basic landholder rights](#) will not be identified by this search. Also, this search tool does not include information about [controlled activity approvals](#). Information publicly available from a register of controlled activity approvals is available at our [local offices](#).

◀ Previous Search

Print Export

Search Results

No records were found to match your search criteria.

Disclaimer: WaterNSW is making the information available on the understanding that it does not warrant that the information is suitable for any intended use. In using the information supplied, the user acknowledges that they are responsible for any deductions or conclusions arrived at from interpretation of the data.

Privacy: The information provided is limited to meet the requirements of section 57 of the *Privacy and Personal Information Act 1998*.

Exporting and printing: Search results show a maximum of 50 rows per page. Search results can only be printed page by page.

More information: Should you require further information or technical assistance, please submit your request to water.enquiries@waterNSW.com.au or contact 1300 662 077

NSW Water Register

Information about a property

Use this tool to search a particular parcel of land to see if a [water licence](#) issued under the *Water Act 1912* or an [approval](#) issued under the *Water Management Act 2000* benefits the specified land.

[Water access licences](#) issued under the *Water Management Act 2000* are fully separated from land title and thus this search tool cannot be used to search for water access licences.

Note: Search by land reference may not return all licences that apply to a particular lot due to inaccuracies in land referencing information in WaterNSW's licence database. Land referencing information is currently in the process of being verified.

Search for either:

Water licences that benefit a specific land reference (lot/DP)

Approvals that benefit a specific land reference (lot/DP)

Plan (required)

DP ▼ 1115685

Lot Number

2

Section Number

Notes:

The search results will list the conditions imposed on the approval and also list the number/s of any water access licence/s that nominate the water supply works associated with the approval.

Properties supplied water by approved works on adjacent properties under [basic landholder rights](#) will not be identified by this search. Also, this search tool does not include information about [controlled activity approvals](#). Information publicly available from a register of controlled activity approvals is available at our [local offices](#).

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Contact us

Information about a property

Use this tool to search a particular parcel of land to see if a [water licence](#) issued under the *Water Act 1912* or an [approval](#) issued under the *Water Management Act 2000* benefits the specified land.

[Water access licences](#) issued under the *Water Management Act 2000* are fully separated from land title and thus this search tool cannot be used to search for water access licences.

Note: Search by land reference may not return all licences that apply to a particular lot due to inaccuracies in land referencing information in WaterNSW's licence database. Land referencing information is currently in the process of being verified.

Search for either:

[Water licences that benefit a specific land reference \(lot/DP\)](#)

[Approvals that benefit a specific land reference \(lot/DP\)](#)

Plan (required)

DP ▼ 1085142

Lot Number

8

Section Number

Notes:

The search results will list the conditions imposed on the approval and also list the number/s of any water access licence/s that nominate the water supply works associated with the approval.

Properties supplied water by approved works on adjacent properties under [basic landholder rights](#) will not be identified by this search. Also, this search tool does not include information about [controlled activity approvals](#). Information publicly available from a register of controlled activity approvals is available at our [local offices](#).

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Print Export

Search Results

No records were found to match your search criteria.

Disclaimer: WaterNSW is making the information available on the understanding that it does not warrant that the information is suitable for any intended use. In using the information supplied, the user acknowledges that they are responsible for any deductions or conclusions arrived at from interpretation of the data.

Privacy: The information provided is limited to meet the requirements of section 57 of the *Privacy and Personal Information Act 1998*.

Exporting and printing: Search results show a maximum of 50 rows per page. Search results can only be printed page by page.

More information: Should you require further information or technical assistance, please submit your request to water.enquiries@waternsw.com.au or contact 1300 662 077

Information about a property

Use this tool to search a particular parcel of land to see if a [water licence](#) issued under the *Water Act 1912* or an [approval](#) issued under the *Water Management Act 2000* benefits the specified land.

[Water access licences](#) issued under the *Water Management Act 2000* are fully separated from land title and thus this search tool cannot be used to search for water access licences.

Note: Search by land reference may not return all licences that apply to a particular lot due to inaccuracies in land referencing information in WaterNSW's licence database. Land referencing information is currently in the process of being verified.

Search for either:

[Water licences that benefit a specific land reference \(lot/DP\)](#)

Approvals that benefit a specific land reference (lot/DP)

Plan (required)

DP ▼ 1085142

Lot Number

9

Section Number

Notes:

The search results will list the conditions imposed on the approval and also list the number/s of any water access licence/s that nominate the water supply works associated with the approval.

Properties supplied water by approved works on adjacent properties under [basic landholder rights](#) will not be identified by this search. Also, this search tool does not include information about [controlled activity approvals](#). Information publicly available from a register of controlled activity approvals is available at our [local offices](#).

<< Previous Search

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NAMOI COTTON LIMITED

9 October 2020

Mertens Lawyers Pty Ltd
71 Maitland Street,
NARRABRI NSW

Dear Colleagues,

RE: INSTRUMENT OF AUTHORITY

This letter acknowledges that Mr Michael Renehan, CEO of Namoi Cotton Limited (the company), has the authority as set by the Board of Namoi Cotton Limited, to execute any agreement for the sale of assets identified by the company up to the value of \$1,000,000.00 per transaction, for which Mertens Lawyers are acting as conveyance agent.

In addition, Mr Michael Newbury, an authorised person of Namoi Cotton Limited, can act as a second signatory on the premise that Mr Renehan has the appropriate authority to bind the company.

Yours faithfully



Andrew Metcalfe
Company Secretary – Namoi Cotton Limited



Po Box 1333
1B Kitchener Street
Toowoomba QLD
4350

PHONE (07) 4631 6100
EMAIL namoi@namoicotton.com.au
WEBSITE www.namoicotton.com.au
ABN Instrument of Authority - sale
of Ashley land