

# Contract for the sale and purchase of land 2019 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW DAN:</b>
vendor's agent	<b>Elders Rural Services</b> 351 Albert Street, Deniliquin, NSW, 2710	<b>Ph: (03) 5890 5100</b> <b>Matt Horne 0409 355 733</b>
co-agent vendor	<b>GARRY SYDNEY FARRELL and MARIE THERESE FARRELL</b> 53-55 Bruce Birrell Drive, Tocumwal, NSW, 2714	
vendor's solicitor	Gerard K McCarthy 78 Jerilderie St (PO Box 153) Berrigan 2712	Ph: (03) 5885 2100 Ref: Gerard McCarthy
date of completion	1 <sup>ST</sup> February, 2021	(clause 15)
land (address, plan details and title reference)	"Rooirand", 12678 Riverina Highway BERRIGAN NSW 2712 See Scheule of Land attached	
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 schedule attached	
attached copies	documents in the List of Documents as marked or numbered: other documents:	

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

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

buyer's agent

_____ vendor	<b>GST AMOUNT (optional)</b> The price includes GST of: \$	_____ witness
_____ purchaser	<input type="checkbox"/> JOINT TENANTS <input type="checkbox"/> tenants in common <input type="checkbox"/> in unequal shares	_____ witness

### Choices

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

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

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

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

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

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

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

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

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

### GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

## List of Documents

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 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
<b>Home Building Act 1989</b>	<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
<b>Swimming Pools Act 1992</b>	<b>Other</b>
<input type="checkbox"/> 27 certificate of compliance	<input checked="" type="checkbox"/> 59
<input type="checkbox"/> 28 evidence of registration	<ul style="list-style-type: none"> <li>• Local Land Services Adverse Affection Certificate</li> <li>• West Corurgan Certificate Holding No 49</li> <li>• West Corurgan Certificate Holding No32</li> <li>• Catchment Management Authority Property Vegetation Plan</li> </ul>
<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**

## CONDITIONS OF SALE BY AUCTION

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

*Bidders Record* means the Bidders Records to be kept pursuant to Clause 18 of the *Property, Stock and Business Agents Regulations 2003* and Section 68 *Property, Stock and Business Act 2002*:

- (1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land:
  - (a) The vendor's reserve price must be given in writing to the auctioneer before the auction commences but not if the auction relates solely to livestock).
  - (b) 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.
  - (c) The highest bidder is the purchaser, subject to any reserve price.
  - (d) In the event of a disputed bid, the auctioneer is to be the sole arbitrator and the auctioneer's decision is final.
  - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor.
  - (f) A bidder is taken to be bidding on the bidder's own behalf unless, before bidding, the bidder has given the auctioneer a copy of a written authority to bid for or on behalf of another person.
  - (g) A bid cannot be made or accepted after the fall of the hammer.
  - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
- (2) The following conditions, in addition to those prescribed in subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
  - (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
  - (b) Subject to subclause (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.
  - (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce "vendor bid".
- (3) The following conditions, in addition to those prescribed by subclauses (1) and (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:
  - (a) More than one vendor bid may be made to purchase the interest of a co-owner.

- (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.
- (c) 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 by or on behalf of the seller.
- (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number by any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.

## GUARANTEE

I/We,  
of  
the Director(s) of

in consideration of the within named vendor selling to the within named purchaser the land described in the within Contract for the price and upon the terms and conditions therein set forth DO HEREBY for myself/ourselves, my/our executors and administrators jointly and severally covenant with the said vendor that if at any time default shall be made in the payment of the deposit or residue of purchase money or interest or other moneys payable by the purchaser to the vendor under the within Contract or in the performance or observance of any term or condition of the within Contract to be performed or observed by the purchaser, I/we will forthwith on demand by the vendor pay to the vendor the whole of such deposit, residue of purchase money, interest or other moneys which shall then be due and payable to the vendor and will keep the vendor indemnified against all loss of purchase moneys, interest and other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever, which the vendor may incur by reason of any default as aforesaid on the part of the purchaser. This guarantee shall be a continuing guarantee and shall not be released by any neglect or forbearance on the part of the vendor in enforcing payment of any of the moneys payable under the within Contract or the performance or observance of any of the agreements, obligations or conditions under the within Contract or by time being given to the purchaser for any such payment, performance or observance or by any other thing which, under the law relating to sureties, would but for this provision have the effect of releasing my/our executors or administrators.

As witness my/our hands and seals the                      day of                      2020.

Signed sealed and delivered    )                      .....  
by the said Guarantor(s) in the  
presence of:                            )                      .....

.....

**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 &amp; 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 <sup>th</sup> 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"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

## 2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.

- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

### 3 Deposit-bond

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

### 4 Transfer

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

### 5 Requisitions

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

## 6 Error or misdescription

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

## 7 Claims by purchaser

- Normally, the purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

## 8 Vendor's rights and obligations

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

## 9 Purchaser's default

- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *servicing* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

## 10 Restrictions on rights of purchaser

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

- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a party must pay the price or any other amount to the other party under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a party must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the party must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the parties agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the parties must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
  - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.

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

- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.
- 15 Date for completion**  
The *parties* must complete by the date for completion and, if they do not, a *party* can serve a notice to complete if that *party* is otherwise entitled to do so.
- 16 Completion**
- **Vendor**
- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositor* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

## 19 Rescission of contract

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

## 20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 served if it is served by the *party* or the *party's solicitor*;
- 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
- 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

## 21 Time limits in these provisions

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



## 22 Foreign Acquisitions and Takeovers Act 1975

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

## 23 Strata or community title

### • Definitions and modifications

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

23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

• **Notices, certificates and inspections**

- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

**24 Tenancies**

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

24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

## 25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
  - 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
  - 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
  - 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
  - 25.5.3 *normally*, need not include a Crown grant; and
  - 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
  - 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
  - 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
  - 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
  - 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

## 26 Crown purchase money

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

## 27 Consent to transfer

- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind* *within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
  - 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
  - 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

**28 Unregistered plan**

- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within* 6 months after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

**29 Conditional contract**

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind* *within* 7 days after either *party* *serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind* *within* 7 days after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind* *within* 7 days after either *party* *serves* notice of the refusal; and
- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* *serving* notice of the event happening;
  - every *party* who has the benefit of the provision *serving* notice waiving the provision; or
  - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* *serves* notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

**30 Electronic transaction**

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* *serves* a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
  - otherwise bear that *party*'s own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;

- 30.4.2 normally, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
  - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
  - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 Normally, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 populate the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 populate the *Electronic Workspace* with *title data*;
- 30.6.2 create and populate an *electronic transfer*;
- 30.6.3 populate the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 Normally, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and populate an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 populate the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 populate the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion;
- 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
- 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must populate the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least *2 business days* before the date for completion.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must *serve* the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- |                                 |   |
|---------------------------------|---|
| <i>adjustment figures</i>       | details of the adjustments to be made to the price under clause 14;   |
| <i>certificate of title</i>     | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;  |
| <i>completion time</i>          | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled;   |
| <i>conveyancing rules</i>       | the rules made under s12E of the Real Property Act 1900;  |
| <i>discharging mortgagee</i>    | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i>                     | the Electronic Conveyancing National Law (NSW);   |
| <i>effective date</i>           | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;  |
| <i>electronic document</i>      | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;   |
| <i>electronic transfer</i>      | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties'</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.

"Rooirand" , 12678 Riverina Highway BERRIGAN NSW 2712

**SCHEDULE OF VENDORS, LANDS, IMPROVEMENTS, INCLUSIONS & EXCLUSIONS**

**1. GARRY SYDNEY FARRELL**

53-55 Bruce Birrell Drive, Tocumwal, NSW, 2714

**Property:** "Rooirand", 12804 Riverina Highway, Berrigan, NSW, 2712

**Lands:** Lot 73 2 DP 752302, Lot 77 DP 752302 & Lot 1 DP41309, LGA Berrigan, Parish of Warmatta, County of Denison having an area of 309.9 ha (765.76 ac) contained in Certificates of Title Folio 73/752302, 77/752302 & 1/41309

**West Corurgan** West Corurgan Holding 32

**2. MARIE THERESE FARRELL**

53-55 Bruce Birrell Drive, Tocumwal, NSW, 2714

**Property:** "Wanborough", 12678 Riverina Highway, Berrigan NSW 2712

**Lands:** Lot 71 DP752302 & Lot 72 DP752302 LGA Berrigan, Parish of Warmatta, County of Denison having an area of 304.9 ha (753.4 ac) contained in Certificates of Title 71/752301 & 72/752302

**West Corurgan** West Corurgan holding 49

**Improvements:** Machinery/Hay shed  
200 ML storage dam

**Inclusions** 8" Collins lift pump at the storage dam coupled to a 3 cylinder Kubota diesel motor and all associated infrastructure  
2 X lateral move irrigators including all associated infrastructure  
All fixed fences, gates & irrigation infrastructure  
Derelict house

**Exclusions:** All 2020 winter crops, all plant & equipment & all hay stored on property



## SPECIAL CONDITIONS

**VENDOR:** GARRY SYDNEY FARRELL and MARIE THERESE FARRELL  
**PURCHASER:**  
**PROPERTY:** "Rooirand", 12678 Riverina Highway, Berrigan, NSW, 2712

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### 1. Notice to Complete

Notwithstanding any other provisions, the vendor and purchaser expressly AGREE THAT:

- 1.1. either party, when entitled may upon the expiration of the completion date specified in the contract, issue a notice to complete making the time for completion in accordance with such notice of the essence of this contract;
- 1.2. a period of fourteen (14) days following the date of service of any such notice to complete shall be deemed to be a reasonable time for completion pursuant to any such notice.

### 2. Interest

- 2.1. If the purchaser defaults in the payment of the purchase moneys or any part of it or any other moneys payable to the vendor under this contract or if completion is delayed due to an act, omission or default of the purchaser, he/she shall, if the vendor in writing so demands, pay by way of liquidated damages a sum equal to the rate of 10% per centum per annum, computed at a daily rate from the day immediately after the completion date up to and including the day on which this contract is completed without prejudice however to the rights of the vendor to complete or to exercise all or any of the vendor's other legal rights or remedies by reason of the default of the purchaser hereunder. This interest is a genuine pre-estimate of liquidated damages and will be deemed to be part of the balance of purchase money due and payable on completion
- 2.2. For the purpose of this clause only default in the payment of the purchase money or any part or it or any other moneys payable to the vendor under this contract shall be deemed to have occurred where the purchaser may have paid to the vendor, the vendor's agent or vendor's solicitor any part of the purchaser money (excluding the deposit) which is not available for immediate release unconditionally to the vendor.
- 2.3. For the purpose of this clause only, time shall be and be determined to be, of the essence of this contract.
- 2.4. Sub-clause 1 does not apply in respect of any part of the interest period due in which completion has been delayed due to the default of the vendor.

### 3. Company Purchase

- 3.1 Should the purchaser be a company, then upon an exchange of contracts or within seven (7) days of the date hereof and in this respect, time shall be of the essence, it shall procure the execution by the directors of the purchaser company a guarantee in the form annexed whereby the directors shall personally guarantee the performance of the purchaser's obligations hereunder.

#### 4. Purchasers Acknowledgements

- 4.1. Subject to *Section 52A of the Conveyancing Act 1919* and the Regulations thereunder, the purchaser ACKNOWLEDGES AND AGREES that in entering into this contract the purchaser has not relied upon any warranty or representation made or any other conduct engaged in by the vendor or any person or persons or body corporate on behalf of the vendor except such as are expressly provided herein, but has relied entirely upon his own enquiries relating to an inspection of the property and the purchaser ACKNOWLEDGES AND AGREES that he accepts the property subject to all defects (whether latent or patent) and in its present state of repair and condition, subject to fair wear and tear.
- 4.2. In particular, the purchaser acknowledges that he has satisfied himself as to the condition and state of repair of the following:
- 4.2.1. the improvements, including any fences and buildings;
  - 4.2.2. the inclusions;
  - 4.2.3. the water supply;
  - 4.2.4. the access to the land;
  - 4.2.5. the services to the land or lack of such services;
  - 4.2.6. the pastures, native grasses, the soil and weeds;
  - 4.2.7. the zoning and building rights which attach to the land;
  - 4.2.8. the costs of connection of any services such as water and electricity;
  - 4.2.9. the OJD or BJD status of the property.

The purchaser ACKNOWLEDGES that he has made enquiries and has had the right to carry out soil tests and other inspections of the property AND FURTHER ACKNOWLEDGES the matters set out in the certificates from Local Land Services, West Corugan Private Irrigation District which are annexed hereto.

- 4.3. The parties AGREE that the property is sold as it is and the purchaser accepts the property in its present state and condition with all latent and patent defects and in particular:
- 4.3.1. the purchaser shall not require any evidence from the vendor as to the state of the property or any improvements thereon;
  - 4.3.2. the vendor will not be called upon to carry out any repairs or work in relation to the improvements and inclusions;
  - 4.3.3. the vendor will not be required to create any easements for water supply, including irrigation supply, or other services to the property;
  - 4.3.4. the vendor will not be responsible for the eradication of any weeds and the purchaser shall assume responsibility for any necessary eradication or treatment thereof;
  - 4.3.5. the purchaser accepts any pipes, cables, telephone lines, power lines or related installations which are on or pass through, over or under the property or which are

used in common with any other lands or pass through any other lands. If there are no easements then the vendor will not be called upon to create an easement;

- 4.3.6. the purchaser has checked any old or current sheep or cattle dip sites together with the lands and satisfied himself in relation to chemical residue issues;
- 4.3.7. the purchaser accepts the location of any fences and the fact that any boundary is not fenced or by reason of any Crown or other land being fenced in with the property;
- 4.3.8. any failure by the vendor or any predecessor in title to comply with the provisions of the Rural Workers Accommodation Act;
- 4.3.9. any failure by the vendor or any predecessor in title to obtain any consent or licence under the Water Act 1912 (as amended) for any work on the land;
- 4.3.10. the extent, nature or state of the capacity of any tanks or water facilities or the carrying capacity of the property;
- 4.3.11. the provisions of the attached Property Vegetation Plan with the Murray Catchment Management Catchment Authority attached and the owners obligations thereunder to be assumed by the purchaser and any failure by the vendor or any predecessor in title to obtain any consent, approval or authority for the clearing of trees and native vegetation under the Native Vegetation Conservation Act 1997 and/or Native Vegetation Act 2003 or any previous or current relevant Planning Instrument Policy or Legislation;
- 4.3.12. The fact that there is no Licence or registration of any Effluent Disposal System located on the property with the Local Government Authority.
- 4.3.13. The fact there is no licence or registration for any Dam located on the property.
- 4.4. The purchaser acknowledges that the vendor is not required to clean the property or remove existing rubbish, materials, debris or other items from the property prior to completion.
- 4.5. The purchaser **ACKNOWLEDGES** that the vendor has disclosed to the purchaser that the improvements and plant and equipment included in the within sale may not comply with current Occupational Health & Safety requirements and that the purchaser is acquiring same, accepting all risks and obligations in respect to such non-compliance **AND AGREES** to indemnify and keep indemnified the vendor in respect to any claims or demands made by any person (including the purchasers) arising out of any incident occurring after the date of exchange of contracts for any loss or damage that any person may suffer as a result of such non-compliance and the parties **AGREE** that this special condition shall not merge on completion.
- 4.6. Subject to Section 52A of the Conveyancing Act 1919 and the Conveyancing Act (Sale of Land) Regulation 2010, any law to the contrary or this Contract, the vendor is not liable to pay compensation nor is it required to erect or contribute to the expense of erecting or moving any fencing if:
  - (a) fencing is not on the correct boundary;
  - (b) a give-and-take fence exists; or

(c) a boundary of the Property is not fenced.

4.7. The purchaser cannot make any objection; requisition or claim for compensation or rescind or terminate in respect of any of the matters referred to in this Special Condition.

## **5. Death, Bankruptcy or Liquidation of Parties**

5.1. Without affecting any rights or remedies available to either party at law or in equity had this Special Condition not be included, if either party (or any one of them) prior to completion:

(a) Being a natural person dies, becomes mentally ill or is otherwise incapable of managing their affairs or be declared bankrupt then either party may rescind this Contract by notice in writing to the other party's solicitor and the provisions of standard condition 19 shall apply.

(b) Be declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors, or being a company resolves to go into liquidation or have a petition for winding up of the other party presented or enter into any scheme or arrangement with its creditors under the relevant provisions of the Corporations Act or if a liquidator, receiver or official manager be appointed to the other party, then the other party is in default and the first party may, subject to any law to the contrary, affirm or terminate this Contract.

## **6. Special Conditions to Prevail**

6.1 Where there is an inconsistency or conflict in the contract between the printed form, standard conditions and the special conditions, the special conditions prevail.

## **7. Livestock**

7.1 The vendor and purchaser AGREE that as and from the date hereof and up to the date of completion the vendor shall not, without the prior consent of the purchaser, de-pasture on the subject land any more stock and the progeny thereof than are presently de-pastured thereon.

7.2 The vendor AGREES that such stock shall be grazed on the property in accordance with the normal rules of good husbandry as apply within the local district. The vendor will continue to carry on farming operations on the property in accordance with the farming techniques and methods generally applying in the district within which the property is situated.

## **8. Amendment to standard contract**

8.1 Notwithstanding anything to the contrary, the parties AGREE:

8.1.1 Clause 7.1.1: replace 5% with 1%

8.1.2 Clause 7.1.3: replace 14 days with 7 days

8.1.3 Clause 7.2.1: replace 10% with 5%

8.1.4 Clause 8.1: delete 'on reasonable grounds'

8.1.5 Clause 14.4.2: delete the clause;

8.1.6 Clause 14.8: replace "started" with "completed"

8.1.7 Clause 29: delete the clause

8.1.8 the word 'requisitions' includes 'inquiry'

8.1.9 any claim for compensation shall be regarded as a requisition for the purposes of Clause 8 hereof.

## **9. Real Estate Agents**

9.1. The purchaser WARRANTS that he was not introduced to the property or the vendor by a real estate agent other than the vendor's agent specified in the contract (if any), nor was the real estate agent other than the vendor's agent specified in the contract the cause of the purchaser entering into this contract. The purchaser must INDEMNIFY AND KEEP INDEMNIFIED the vendor against any breach of the purchaser of the warranty contained in this special condition. This condition does not merge on completion but will continue in force for so long as is necessary to give it full effect.

## **10. Title Boundaries and Area**

10.1 The purchaser will accept the boundaries and area of the property sold and as shown in the documents of title thereto and shall not make any objections, requisition or claim for compensation or reduction in purchase price in respect of such boundaries or area.

## **11. Loss or damage to improvements, etc.**

11.1 This contract shall not be affected by any loss from or damage to the subject property or any fencing or improvements thereon or any chattels, furnishings or other items included herein arising from fire, storm or tempest or by any diminution of the value thereof from any cause whatsoever which may take place between the date of this contract and the date of completion.

## **12. Entire Contract**

12.1 The parties ACKNOWLEDGE AND DECLARE that there are no conditions, warranties or other items affecting this sale apart from those embodied herein and this agreement contains the whole of the contract between the vendor and the purchaser and the purchaser shall not be entitled to rely on any representations however made by the vendor or the agent of the vendor except such as have been made conditions of and incorporated in this contract.

## **13. Negation of Vendor Warranties**

13.1 The purchaser ACKNOWLEDGES that the land and improvements together with any plant, machinery, livestock and other chattels which may be included in this contract are being purchased in their present condition and state of repair and with any defects as regards construction or repair of any improvements on the property (including boundary and internal fencing) and subject to any infestation and dilapidation and as a result of the purchaser's own inspection and the purchaser FURTHER ACKNOWLEDGES that the vendor has not, nor has anyone on the vendor's behalf, made any representation or warranty as to the fitness for any particular purpose of the livestock (including, where applicable, the dairy milking herd) and/or the agricultural or livestock carrying capacity or otherwise in respect of the property or any part thereof or any improvements there on (including such fences) or any said plant, machinery, livestock and other chattels other than as expressly set out in this contract and that the purchaser has satisfied himself that the land and improvements together with any plant, machinery, livestock and other chattels are satisfactory for the purposes for which the purchaser is acquiring the property and that the purchaser shall not

at any time (whether before or after completion) be entitled to make any objections, requisitions, claims for compensation or damages of any nature whatsoever in relation to the matters hereinbefore referred to in this special condition but nothing herein contained shall prevent the purchaser from making requisitions on title in accordance with Clause 5 of the Contract.

#### **14. West Corurgan Water and Delivery Entitlements**

- 14.1. Included in the within sale and without any additional consideration are the following:
  - 14.1.1. **100** West Corurgan Water Entitlements and **100** West Corurgan Delivery Entitlements for Landholding No. 32;
  - 14.1.2. **345** West Corurgan Water Entitlements and **345** West Corurgan Delivery Entitlements for Landholding No 49;
- 14.2. The Contract is subject to West Corurgan approving the transfer of Landholdings No. 32 and No. 49 prior to completion. Within twenty one (21) days of the date of Contract the purchaser shall submit to the vendor the duly completed Applications for the transfer of Landholdings No. 32 and No. 49 with the corresponding number of Water Entitlements and Delivery Entitlements referred to in special condition 14.1. hereof.
- 14.3. Upon receipt of the purchaser's portion of the West Corurgan Applications the vendor will complete their part of the Applications and thereafter lodge same with West Corurgan together with any other Applications required to transfer the Delivery Entitlements and Water Entitlements referred to in Special Conditions 14.2. and 14.3. hereof together with the payment of all fees in connection therewith to enable the West Corurgan approvals to the transfers to be granted prior to completion.
- 14.4. Each of the parties AGREE to do all such things and sign all such documents a may be required to obtain the West Corurgan Approvals prior to completion and to comply with West Corurgan's usual conditions of Approval.
- 14.5. The vendor shall be entitled to all allocations of water for landholding No. 32 and No. 49 up to the date of completion and the purchaser shall be entitled to any allocation announced after the date of completion.
- 14.6. The West Corurgan usage and fixed charges shall be adjusted on completion on the basis that the vendor will be liable for all charges up to completion and the purchaser shall be liable for all charges after completion.

#### **15. Right to Terminate**

- 15.1. The Vendor may terminate this Contract by giving written notice to the purchaser if, due to the default of the purchaser, the condition referred to in Special Condition 14.3 has not been satisfied within 28 days from the date for completion stated in Special Condition 22.1 (a).

#### **16. Transfer of Enclosure Permits**

- 16.1. Any enclosure permits or other licences or leases held in connection with or attaching to the property pass with the property at the purchaser's expense. The rent thereof shall be apportioned between the parties on completion and the purchaser shall be responsible for any transfer fee.

## 17. GST

- 17.1. In this clause 'GST' refers to the Goods & Services Tax under *A New Tax system (Goods and Services Tax) Act 1999* ("GST Act") and the terms used in this Special Condition are deemed to have the meanings as defined in the GST Act.
- 17.2. The vendor WARRANTS that a farming business has been carried on, on the land comprised in this sale, for more than five (5) years before the date of this agreement.
- 17.3. The purchaser WARRANTS that on or after completion of this sale, a farming business will be carried on, on the land.
- 17.4. In the event of the vendor being liable for GST because of the purchaser's failure to comply with Clause 17.3:
  - (a) the purchaser AGREES to pay to the vendor, within fourteen (14) days after the vendor's liability for GST on this sale is confirmed by correspondence or an assessment from the Commissioner, the amount of the GST, including any additional penalty and interest;
  - (b) the vendor shall deliver to the purchaser, as a precondition of such payment, a Tax Invoice in a form which complies with the GST Act and the Regulation.

## 18. Non-merge on Completion

No clause or special condition hereto shall merge on completion where such clause may reasonably be construed as intended to have a continuing effect after completion.

## 19. PPSA – Release of Security Interest

- 19.1. This special condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009 (Cth)* applies.
- 19.2. Subject to special conditions 19.3. and 19.4, the vendor must ensure that at or before settlement, the purchaser receives:
  - (a) A release from the secured party releasing the security interest in respect of the property; or
  - (b) A statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009 (Cth)* setting out that the amount or obligation that is secured is nil at the due date for settlement; or
  - (c) A written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009 (Cth)* indicating that, on the due date for settlement, the personal property included in the contract is not or will not be property in which the security interest is granted-if the security interest is registered in the Personal Properties Securities Register.
- 19.3. The vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property that is sold in the ordinary course of the vendor's business of selling personal property of that kind unless, in the case of goods that may or must be described by a serial number in the Personal Properties Securities Register, the purchaser advised the vendor at least 21 days before the due date for settlement that the goods are to be held as inventory.

- 19.4. The vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property that:
- (a) Is not described by serial number in the Personal Property Securities Register;
  - (b) Is predominantly used for personal, domestic or household purposes; and
  - (c) Has a market value of not more than \$5,000.00 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009 (Cth)*, not more than that prescribed amount.
- 19.5. A release for the purposes of special condition 19.2(a) must be in writing and in a form published by the Law Institute of Victoria, Law Council of Australia or the Australian Bankers Association.
- 19.6. If the purchaser receives a release under special condition 19.2(a), the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 19.7. In addition to ensuring a release is received under special condition 19.2(a), the vendor must ensure that at or before settlement, the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Properties Securities Register.

## 20. Requisitions

- 20.1. For the purpose of standard clause 5.1, the requisitions or general questions about the Property or the title may only be in the form of the Law Society of New South Wales Rural Land Requisitions on Title annexed to this Contract.

## 21. Notices

- 21.1. A demand, notice, document or other communication in connection with this Contract is taken to have been received:
- (a) if sent by post, on the next (seventh, if posted to or from a place outside Australia) day after posting; or
  - (b) if delivered by hand, at the time of delivery; or
  - (c) in the case of a facsimile, on production of a transmission report by the machine from which the facsimile was sent indicating that the facsimile was sent in its entirety to the addressee's facsimile number.

## 22. Completion

- 22.1. Completion will take place on the later of:
- (a) 1<sup>st</sup> February, 2021; and
  - (b) 7 business days after the date that the vendor gives notice of West Corurgan's approval to the Transfer of Landholdings No. 32 & 49 has been granted.
- 22.2. If completion of this matter does not take place on the date for completion at the time appointed for same due to the fault of the purchaser and/or their mortgagee, then the purchaser shall pay all fees including agency fees and re-certification fees incurred by the vendor's solicitor and/or their mortgagee in relation to any rearrangements of settlement.



**23. Right of Access for Agricultural Purposes**

- 23.1. Following the harvesting of all crops growing on the property the purchaser shall be granted access to the property for the purpose of stubble maintenance, field preparation and other agricultural purposes as agreed with the vendor.
- 23.2. The purchaser ACKNOWLEDGES that all works will be carried out at the purchaser's sole risk and expense in all respects and AGREES that the purchaser shall not be entitled to be reimbursed the costs of any such works and shall not be entitled to claim any compensation, loss or damages in respect of such works should this Contract not proceed to completion for any reason.
- 23.3. Prior to exercising the right of access the purchaser will take out and maintain in full force and effect a public liability insurance policy for an amount of not less than Ten Million (\$10,000,000.00) Dollars and shall indemnify and keep indemnified the vendor in respect of any claims for any loss or damage to any person or property for the exercise by the purchase of such right of access.
- 23.4. This clause shall not merge on completion.

**24. Apportionment of Purchase Price**

24.1. The parties AGREE that the purchase price herein shall be apportioned as follows:

24.1.1. as to <b>445</b> West Corurgan Water Entitlements @ \$1,500.00	\$ 667,500.00
24.1.2. as to land and improvements and <b>445</b> West Corurgan Delivery Entitlements	\$
<b>TOTAL</b>	\$ <hr style="width: 100%; border: 0.5px solid black;"/>

24.2. The vendor does not warrant that the values apportioned for the MIL Water Entitlements will be accepted by the Office of State Revenue (OSR) for Stamp Duty purposes and the purchaser acknowledges that it is liable for the payment such Stamp Duty as may be assessed by the OSR on the transaction and to comply with requirements of the OSR in assessing the value of these items when assessing Stamp Duty. The purchaser shall not be entitled to make any claim against the vendor should such values not be accepted by the OSR for Stamp Duty purposes.



Provided by CITEC Confirm

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH  
-----

FOLIO: 73/752302  
-----

SEARCH DATE -----	TIME -----	EDITION NO -----	DATE -----
1/9/2020	8:53 AM	6	2/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.  
CONTROL OF THE RIGHT TO DEAL IS HELD BY COMMONWEALTH BANK OF AUSTRALIA.

LAND  
-----

LOT 73 IN DEPOSITED PLAN 752302  
LOCAL GOVERNMENT AREA BERRIGAN  
PARISH OF WARMATTA COUNTY OF DENISON  
(FORMERLY KNOWN AS PORTION 73)  
TITLE DIAGRAM CROWN PLAN 1821.1798

FIRST SCHEDULE  
-----

GARRY SYDNEY FARRELL (T AA874024)

SECOND SCHEDULE (4 NOTIFICATIONS)  
-----

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND  
CONDITIONS IN FAVOUR OF THE CROWN - SEE MEMORANDUM S700000A
- 2 EXCEPTING ANY ROADS AND RESUMED LAND
- 3 AA874026 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA
- 4 AH175195 PROPERTY VEGETATION PLAN EXPIRY DATE: SEE DEALING

NOTATIONS  
-----

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

123448:Farrell 20/0102

PRINTED ON 1/9/2020

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Partly cancels D 565 r., 831, & 947 1798.

Berrigan Shire

WANBOROUGH ESTATE

Papers C.S.P. 2315

Closer Settlement Promotion Act

PLAN OF PORTION 73 FARM C

County of Denison  
 LAND DISTRICT OF DENILIQVIN.  
 Resumed Area N<sup>o</sup>

Parish of Warrnatta  
 LAND BOARD DISTRICT OF WAGGA WAGGA  
 Pastoral Holding, Central Division.

Applied for under the Section of the Crown Lands Act of 1 by

Forms p<sup>t</sup> of Freehold Port<sup>s</sup> 11, 35 & 54, proposed to be purchased under Part 2, Clo Sett Amend. Act 1918.

Por. 73 Allotted to Francis Louis Carter Pattison as

Sett. Pur. 1920/21 May 10<sup>th</sup> Wanborough Sett Pur Area Vide Gaz. 21. 10. 21  
 Within R. 1819 from occn. under W.P. or B. L. notd. 19th Oct. 1928.

A Robertson

Berrigan State Forest N<sup>o</sup> 495  
 Dedicated 8<sup>th</sup> June 1917

T.E. Gorman  
 SPL 14.5

74  
 D 1822

73

72  
 D 1820

Farm 'D'

Farm 'B'

PLAN MICROFILMED

NO ADDITIONS OR AMENDMENTS TO BE MADE

Por 73 now S.P.L. 44-10 William Norvall Edrite Approved 28-7-49

504 ac # ex<sup>r</sup>

503 ac ex<sup>r</sup>

502 a 3r 36p

Asimuth taken from a, b  
 Field Book Vol. Folio

Reference to Corners

Corner	Bearing	From	Links	P on Dec
a	Numbered Stake			72.73
b	Numbered Stake			72.73
c	Numbered Stake			72.73
d	201° 40'	Pine 44		73
e	141° 18'	Pine 15		73.74
f	Numbered Stake			73.74

Reference to Traverse

Line	Bearing	Distance

I hereby certify that I in person made and on the 25<sup>th</sup> June 1920 completed the survey represented on this plan on which are written the bearings and lengths of the lines measured by me and I declare that the survey has been executed in accordance with the regulations published for the guidance of Licensed Surveyors and the practice of the Department of Lands

*John Henry Gorman*  
 Licensed Surveyor

Transmitted to the District Surveyor with my letter of

Voucher N<sup>o</sup> Passed  
 Calculation Book N<sup>o</sup> Folio  
 Checked and Charged  
 Examined

Plan approved  
 Officer-in-Charge,  
 Closer Settlement Branch.

Value of Improvements

Checked on field of site made  
 Thidun Bay 1920

Scale 20 Chains to an Inch.

Standard Ex<sup>d</sup>  
 L.A.B. 15/9/20

D 1821 1798

14-8-20



Provided by CITEC Confirm

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH  
-----

FOLIO: 77/752302  
-----

SEARCH DATE	TIME	EDITION NO	DATE
1/9/2020	8:54 AM	6	2/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.  
CONTROL OF THE RIGHT TO DEAL IS HELD BY COMMONWEALTH BANK OF AUSTRALIA.

LAND  
-----

LOT 77 IN DEPOSITED PLAN 752302  
LOCAL GOVERNMENT AREA BERRIGAN  
PARISH OF WARMATTA COUNTY OF DENISON  
(FORMERLY KNOWN AS PORTION 77)  
TITLE DIAGRAM CROWN PLAN 1820.1798

FIRST SCHEDULE  
-----

GARRY SYDNEY FARRELL (T AA874024)

SECOND SCHEDULE (4 NOTIFICATIONS)  
-----

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE MEMORANDUM S700000A
- 2 EXCEPTING ANY ROADS AND RESUMED LAND
- 3 AA874026 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA
- 4 AH175195 PROPERTY VEGETATION PLAN EXPIRY DATE: SEE DEALING

NOTATIONS  
-----

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

123449:Farrell 20/0102

PRINTED ON 1/9/2020

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Partly cancels D754, 831, 945, & 947 1798.

Berrigan Shire WANBOROUGH ESTATE Papers CS.P.2315  
 Closer Settlement Promotion Act

PLAN OF PORTIONS 72 FARM B & 77

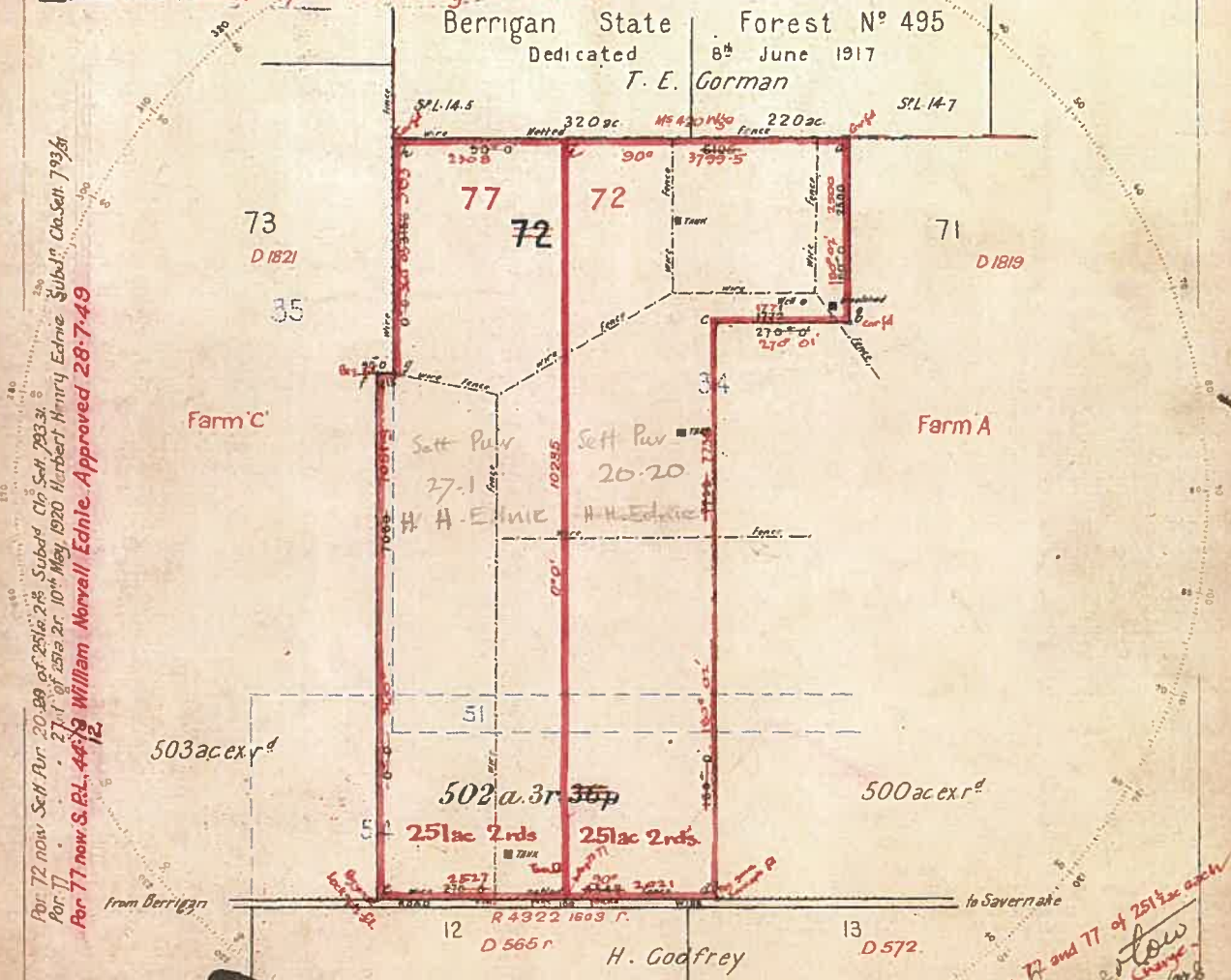
County of Denison Parish of Warmatta  
 LAND DISTRICT OF DENILIQUIN COROWA Geoz. 1712 48 LAND BOARD DISTRICT OF WAGGA WAGGA

Resumed Area No. Pastoral Holding, Central Division.

Applied for under the Section of the Crown Lands Act of 1 by

Forms of Freehold Portions 34, 35, 51 & 54, proposed to be purchased under Part 2, Clo. Sett. Amend. Act 1918.  
 William B. 1819 from occn. under M.R. or B.L. note, 10th Oct. 1928  
 Por. 72 Allotted to Thomas Deans Boyle

Sett. Pur. 1920-20 May 10th Wanborough Sett. Pur. Area Vide Gaz. 21-10-21



For 72 now Sett Pur 20-20 of 241a. 2r. 26p. Subd. Cl. S. 783.31  
 For 77 of 251a. 2r. 10p. May 1920 Herbert Henry Ednie  
 Subj. Cl. S. 793.31  
 For 77 now S. A.L. 44-19 William Norvell Ednie. Approved 28-7-49

Agunuth taken from c'd  
 Field Book Vol 8266 Folio 8

PLAN MICROFILMED

Reference to Corners

Corner	Bearing	From	Links	to on Tree
a	204° 43'	Pine	12.5	71-72
	284° 48'	Pine	12.5	71-72
	216° 16'	Pine	171.2	71-72
b	216° 19'	Pine	171	71-72
c	20° 47'	Pine	65	71-72
d		Numbered Stake		71-72
e		Numbered Stake		72-73
f		Numbered Stake		72-73
g		Numbered Stake		72-73
h	131° 15'	Pine	48	72
i	210° 31'	Pine	99.5	71-72

Reference to Traverse

Line	Bearing	Distance

I hereby certify that I as person made and on the 25th June 1920 completed the survey represented on this plan on which are written the bearings and lengths of the lines measured by me and I declare that the survey has been executed in accordance with the regulations published for the guidance of Licensed Surveyors and the practice of the Department of Lands  
 Licensed Surveyor  
 [Signature]

Transmitted to the District Surveyor with my letter of  
 Touched No. Passed  
 Calculation Book No. K. 10  
 Checked and Charted by [Signature] 11-8-20  
 Examined by [Signature] 12-8-20  
 Plan approved by [Signature] 1  
 Officer-in-Charge,  
 Closer Settlement Branch.

Value of Improvements

Filed 6 Aug 1920

Scale 20 Chains to an Inch.

D 1820 1798

Standard Exd  
 15/9/20

14. 8. 20



Provided by CITEC Confirm

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1/41309

SEARCH DATE	TIME	EDITION NO	DATE
1/9/2020	8:55 AM	2	2/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.  
CONTROL OF THE RIGHT TO DEAL IS HELD BY COMMONWEALTH BANK OF AUSTRALIA.

LAND

LOT 1 IN DEPOSITED PLAN 41309  
LOCAL GOVERNMENT AREA BERRIGAN  
PARISH OF WARMATTA COUNTY OF DENISON  
TITLE DIAGRAM DP41309

FIRST SCHEDULE

GARRY SYDNEY FARRELL (T AA874024)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 AA874026 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA
- 3 AH175195 PROPERTY VEGETATION PLAN EXPIRY DATE: SEE DEALING

NOTATIONS

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*



123450:Farrell 20/0102

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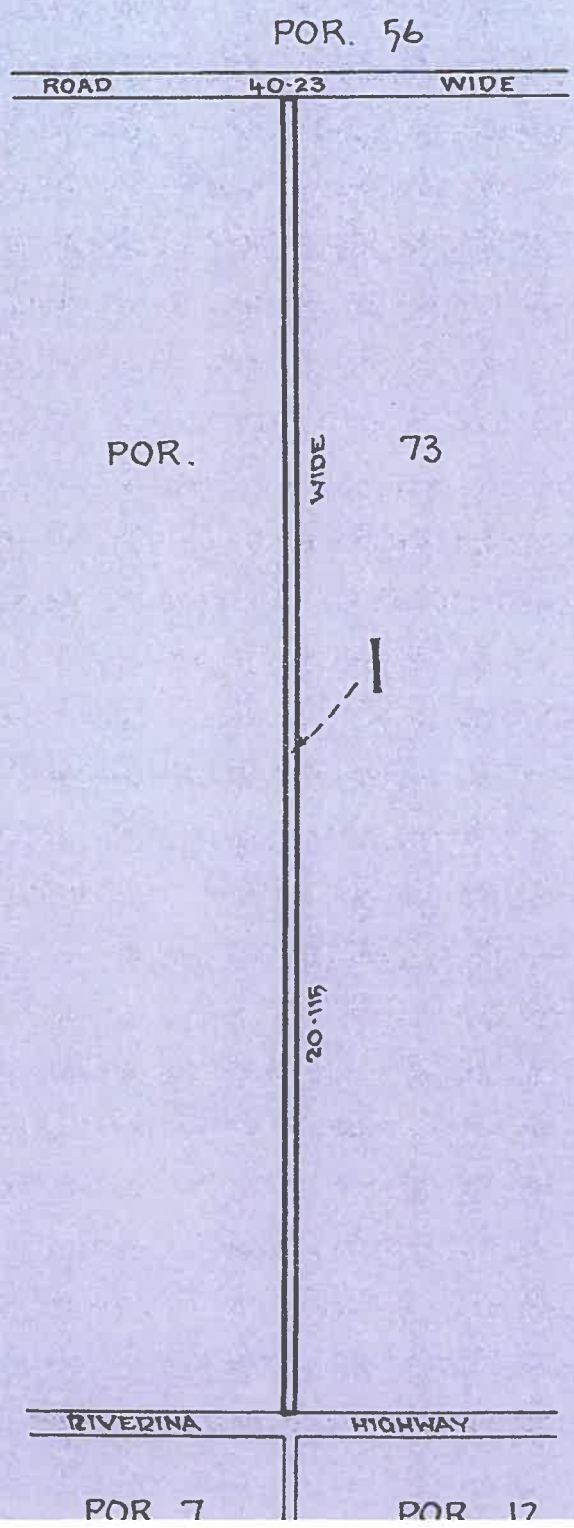
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D.P. 41309

P. 194

PARISH WARMATTA  
 COUNTY DENISON  
 LAND DISTRICT DENILQUIN  
 SHIRE BERRIGAN  
 PLAN OF ROAD PURCHASE  
 APPLICATION BY  
 JOHN RICHARD DIAMOND AND  
 MAUREEN ALICE DIAMOND

D.P. 41309	D
Registered <i>12.12.1980</i>	Z
Purpose CROWN GRANT ISSUE	O
Ref. Map. PARISH #	O
	Z





BAROOGA | BERRIGAN | FINLEY | TOCUMWAL  
*Heart of the Southern Riverina*

## PLANNING CERTIFICATE UNDER SECTION 10.7(2)

*Environmental Planning and Assessment Act, 1979 (as amended)*

**Certificate Number:** 073/2020  
**Fees:** \$53.00  
**Receipt Number:** 251769  
**Date:** 03.09.2020

**Applicant:** Gerard K McCarthy  
PO Box 153  
BERRIGAN NSW 2712

**Property:** 12804 Riverina Highway, Berrigan NSW 2712  
Lots 73, 77 DP 752302, Lot 1 DP 41309  
309.9ha

**Owner:** Mr G Farrell

### 1. Names of relevant planning instruments and DCPs

(1) Environmental planning instruments applying to the carrying out of development on the land.

(a) Local Environmental Plan (LEP)

- **Berrigan Local Environmental Plan 2013**

(b) State Environmental Planning Policies (SEPP)

- **SEPP 21 – Caravan Parks**
- **SEPP 33 – Hazardous and Offensive Development**
- **SEPP 36 – Manufactured Home Estates**
- **SEPP 50 – Canal Estate Development**
- **SEPP 55 – Remediation of Land**
- **SEPP 64 – Advertising and Signage**
- **SEPP 65 – Design Quality of Residential Apartment Development**
- **SEPP 70 – Affordable Housing (Revised Schemes)**
- **SEPP (Affordable Rental Housing) 2009**
- **SEPP (Building Sustainability Index: BASIX) 2004**
- **SEPP (Concurrences and Consents) 2018**
- **SEPP (Educational Establishments and Child Care Facilities) 2017**
- **SEPP (Exempt and Complying Development Codes) 2008**
- **SEPP (Housing for Seniors or People with a Disability) 2004**
- **SEPP (Infrastructure) 2007**
- **SEPP (Koala Habitat Protection) 2019**
- **SEPP (Mining, Petroleum Production and Extractive Industries) 2007**
- **SEPP (Miscellaneous Consent Provisions) 2007**
- **SEPP (Primary Production and Rural Development) 2019**
- **SEPP (State and Regional Development) 2011**

(2) Proposed environmental planning instruments applying to the carrying out of development on the land.  
Not Applicable

(3) Development Control Plans that applying to the carrying out of development on the land

- Berrigan Development Control Plan, 2014

**2. Zoning and land use under Berrigan LEP 2013**

(a) Zone RU1 Primary Production

(b) **Permitted without consent**

Environmental protection works; Extensive agriculture; Home-based child care; Home businesses; Home occupations; Intensive plant agriculture; Roads; Water reticulation systems

(c) **Permitted with consent**

Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Boat launching ramps; Boat sheds; Building identification signs; Business identification signs; Camping grounds; Caravan parks; Cellar door premises; Cemeteries; Charter and tourism boating facilities; Community facilities; Correctional centres; Depots; Dual occupancies; Dwelling houses; Eco-tourist facilities; Educational establishments; Environmental facilities; Extractive industries; Farm buildings; Flood mitigation works; Forestry; Freight transport facilities; Function centres; Garden centres; Heavy industrial storage establishments; Heavy industries; Helipads; Highway service centres; Home industries; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Information and education facilities; Intensive livestock agriculture; Jetties; Landscaping material supplies; Markets; Mooring pens; Moorings; Open cut mining; Plant nurseries; Recreation areas; Recreation facilities (major); Recreation facilities (outdoor); Research stations; Roadside stalls; Rural industries; Rural workers' dwellings; Sewerage systems; Timber yards; Tourist and visitor accommodation; Transport depots; Truck depots; Turf farming; Veterinary hospitals; Water recreation structures; Water supply systems

(d) **Prohibited**

Serviced apartments; Any other development not specified in item (b) or (c)

(e) The erection of a dwelling on this land is not prohibited by reason of a development standard relating to the minimum area on which a dwelling house may be erected. Refer to Lot Size Map applicable to the zone.

(f) The land is not include or comprise declared critical habitat.

(g) The land is not located in a designated conservation area.

(h) There is not an item of environmental heritage situated on the land.



**3. Complying development**

Complying development may be carried out, unless the development is carried out on the part of the lot to which clause 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* does not apply, under the following Codes.

- Rural Housing Code
- Housing Alterations Code
- General Development Code
- Commercial and Industrial Alterations Code
- Demolition Code
- Fire Safety Code
- Inland Code

This land is identified as

- Bush Fire Prone Land,

**4B. Not Applicable****5. Mine subsidence**

The subject land is not within an area proclaimed to be a mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.

**6. Road widening and road realignment**

The land is not affected by any proposal under either Division 2 of part 3 of the *Roads Act 1993*, or any environmental planning instrument, or any resolution of the Council in relation to road widening or realignment.

**7. Council and other public authority policies on hazard risk restrictions**

The Council, or another public authority, has not adopted a policy that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).

**7A. Flood related development controls information**

Development on the land, or part thereof, for the purposes of dwelling houses, dual occupancies, multi dwelling houses or residential flat buildings (not including development for the purposes of group homes or seniors housing), or for any other purpose, is not subject to flood related development controls.

**9. Contribution plans**

- Berrigan Shire Council Development Contributions Plan created under Section 7.18 of the Environmental Planning and Assessment Act 1979 applies to this land.
- Berrigan Shire Councils Development Servicing Plans for Water and Sewer created under Section 64 of the Local Government Act 1993 apply to this land.

**9A. Biodiversity certified land**

The land is not biodiversity certified (within the meaning of Part 8 of the *Biodiversity Conservation Act 2016*)

**10. Biodiversity stewardship sites**

Not Applicable

**10A. Native vegetation clearing set asides**

Not Applicable



**11. Bush fire prone land**

Part of the land is shown as bushfire prone land in Council's records. Further details of any applicable restrictions on development of the land may be obtained on application to Council.

**12. Property vegetation plans**

A property vegetation plan has been approved under Part 4 of the *Native Vegetation Act 2003* on the following property: Lot 1 DP 41309, Lots 71, 73 DP 752302. The property vegetation plan approval number is 8PVP00192. The property vegetation plan start date is 25 July, 2012 and the lapse date is IN PERPETUITY.

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

Not Applicable

**14. Directions under Part 3A**

Not Applicable

**15. Site compatibility certificates and conditions for seniors housing**

A current site compatibility certificate (seniors housing), of which the Council is aware, has not been issued in respect of proposed development on the land.

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

A valid site compatibility certificate (infrastructure) or site compatibility certificate (schools or TAFE establishments), of which the Council is aware, has not been issued in respect of proposed development on the land.

**17. Site compatibility certificates and conditions for affordable rental housing**

A current site compatibility certificate (affordable rental housing), of which the Council is aware, has not been issued in respect of proposed development on the land.

**18. Paper subdivision information**

Not Applicable

**19. Site verification certificates**

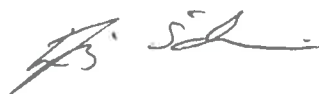
Not Applicable

**20. Loose-fill asbestos insulation**

A residential dwelling erected on this land has not been identified in the Loose-Fill Asbestos Insulation Register as containing loose-fill asbestos ceiling insulation. Contact NSW Fair Trading for more information.

**21. Affected building notices and building product rectification orders**

Council is not aware of any affected building notice, building product rectification order or notice to make a building product rectification order that is in force in respect of the land.



ELIZABETH SCHINDLER  
TOWN PLANNER





**CERTIFICATE UNDER SECTION 173(3), WATER MANAGEMENT ACT 2000, NO. 92**

**Certificate No: 05/2020**

West Corugan Board of Management hereby certifies that the rates and charges as set out in the Schedule hereunder, are due and payable to West Corugan Board of Management in respect of the land described hereunder:

**Applicant:** Gerard McCarthy Law Practice  
P.O. Box 153  
BERRIGAN NSW 2712

**Owners Name:** Garry Sydney Farrell (32)  
**Property:** 'Rooirand'

**PARTICULARS OF LAND**

West Corugan Holding No: 32

Lots (73,77)	(1)
DP752302	DP41309

Outstanding rates and charges as at 3<sup>rd</sup> September 2020:

**TOTAL DUE:**                      **\$NIL**

**WATER RIGHT INFORMATION**

Holding No. 32 has 100 Water Entitlements with 100 Delivery Entitlements operating under the West Corugan Board of Management's NSW Water Access Licence No. 7741.

The property does not hold a Member Stock & Domestic Licence.

(Please refer to our Charges Schedule in relation to the termination of Delivery and Water Entitlements at [www.corugan.com.au](http://www.corugan.com.au))

Signed:  \_\_\_\_\_

Date: 2-9-2020

**Andrew Kelly**

Head of Operations

For and on behalf of West Corugan Board of Management

**West Corugan Private Irrigation District**

ABN: 92 793 193 219 – 152 Oaklands Road, P O Box 156, BERRIGAN NSW 2712

Ph: 03 5885 2392 – Fax: 03 5885 2660 – Email: [info@corugan.com.au](mailto:info@corugan.com.au) – [www.corugan.com.au](http://www.corugan.com.au)



To: GERARD MCCARTHY  
PO BOX 153  
BERRIGAN 2712

Your Ref: GMC:KDS 20/0102  
LLS Holding Ref: 111078556

**Owner(s):** GS FARRELL  
**Occupier(s):** WANDANA FARMS PTY LTD  
**Property Description:** ROORIAND, 12678 RIVIERINA HIGHWAY, BERRIGAN NSW  
**Parish:** WARMATTA **County:** DENISON **Lot / DP:** 752302/73, 77; 41309/1

**Property Identification Code:** -  
UNKNOWN

**Purchaser:**

### 1. Adverse Affectations

After examination of records available for the above property I can advise as follows:-

#### A Stock Diseases Act 1923:

For the purposes of clause 8 and paragraph 19 of Part 3 of Schedule 3 of the Conveyancing (Sale of Land) Regulation 2017, the land is **not** subject to the following adverse affectations under the *Stock Diseases Act 1923* (an Act repealed by the *Biosecurity Act 2015*):

	Adverse Affectation
<input checked="" type="checkbox"/>	An order under section: 7 (1) (c) or (d), 8(1) (a), (b), (c1), (d) or (f), 13 (2) or 17(1)
<input checked="" type="checkbox"/>	A notice under section: 8 (1) (c)
<input checked="" type="checkbox"/>	A declaration under section 10, 11A or 15(1)
<input checked="" type="checkbox"/>	An undertaking under section 11
<input checked="" type="checkbox"/>	An appointment under section 12 (a)
<input checked="" type="checkbox"/>	An authorisation under section 12 (b)

Where adverse affectations apply, documents attached:

#### B Stock (Chemical Residues) Act 1975

For the purposes of clause 8 and paragraph 20 of Part 3 of Schedule 3 of the Conveyancing (Sale of Land) Regulation 2017, the land is **not** subject to the following adverse affectations under the *Stock (Chemical Residues) Act 1975* (an Act repealed by the *Biosecurity Act 2015*):

	Adverse Affectation
<input checked="" type="checkbox"/>	An order under section 5 (1) (d) or (e) (ii) or 11 (1) or (2)
<input checked="" type="checkbox"/>	A requirement under section 7 (1) or 8 (1)
<input checked="" type="checkbox"/>	An undertaking under section 7A (1)
<input checked="" type="checkbox"/>	A restriction or prohibition under section 12 (1)

Where adverse affectations apply, documents attached:





C Biosecurity Act 2015

The Department of Primary Industries and the Council of the local government area that is the local control authority for the land, may also issue documents that mean that the land is subject to an adverse affectation under the *Biosecurity Act 2015*. You should also make inquiries to these agencies.

For the purposes of clause 8 and paragraphs 25, 26, 27 and 28 of Part 3 of Schedule 3 of the Conveyancing (Sale of Land) Regulation 2017, land is **not** subject to the following adverse affectations under the *Biosecurity Act 2015* with respect to functions performed by the Local Land Service:

	Adverse Affectation
<input checked="" type="checkbox"/>	An emergency order that has been served on the owner or occupier of the land
<input checked="" type="checkbox"/>	A control order that has been served on the owner or occupier of the land
<input checked="" type="checkbox"/>	An individual biosecurity direction that: (a) prohibits, regulates or controls the doing of anything, or (b) requires something to be done.
<input checked="" type="checkbox"/>	A biosecurity undertaking

Where adverse affectations apply, documents attached:

2. Other Considerations

The vendor may hold additional information about the chemical residue, disease and pest status of the land, or stock presently on the land. Local Land Services recommends that you request the vendor provide this information to you.

Signature: *Linda J. Scott* Position: District Veterinarian Date: 18/09/2020

Location: 449 Charlotte Street, Deniliquin NSW 2710 Phone: 03 5881 9900



Provided by CITEC Confirm

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH  
-----

FOLIO: 71/752302  
-----

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
1/9/2020	9:57 AM	6	2/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.  
CONTROL OF THE RIGHT TO DEAL IS HELD BY COMMONWEALTH BANK OF AUSTRALIA.

LAND  
-----

LOT 71 IN DEPOSITED PLAN 752302  
LOCAL GOVERNMENT AREA BERRIGAN  
PARISH OF WARMATTA COUNTY OF DENISON  
(FORMERLY KNOWN AS PORTION 71)  
TITLE DIAGRAM CROWN PLAN 1819.1798

FIRST SCHEDULE  
-----

MARIE THERESE FARRELL (T AA874025)

SECOND SCHEDULE (3 NOTIFICATIONS)  
-----

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND  
CONDITIONS IN FAVOUR OF THE CROWN - SEE MEMORANDUM S700000A
- 2 AA874027 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA
- 3 AH175195 PROPERTY VEGETATION PLAN EXPIRY DATE: SEE DEALING

NOTATIONS  
-----

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

123465:Farrell 20/0102

PRINTED ON 1/9/2020

Provided on 01/09/2020 09:57 AM by CITEC Confirm

\* 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.

Property Exchange Australia Limited, a reseller of CITEC Confirm 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.

Information contained in this document is provided by Property Exchange Australia Limited, a reseller of CITEC Confirm, ABN 52 566 829 700, confirm.com.au, an approved NSW Information Broker.

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Cancels D 891, partly cancels D 754, 945, 947, & 981 1998

WANBOROUGH ESTATE Papers - C.S.P. 2315

Berrigan Shire Closer Settlement Promotion Act

**PLAN OF PORTION 71 FARM 'A'**

County of Denison Parish of Warmatta

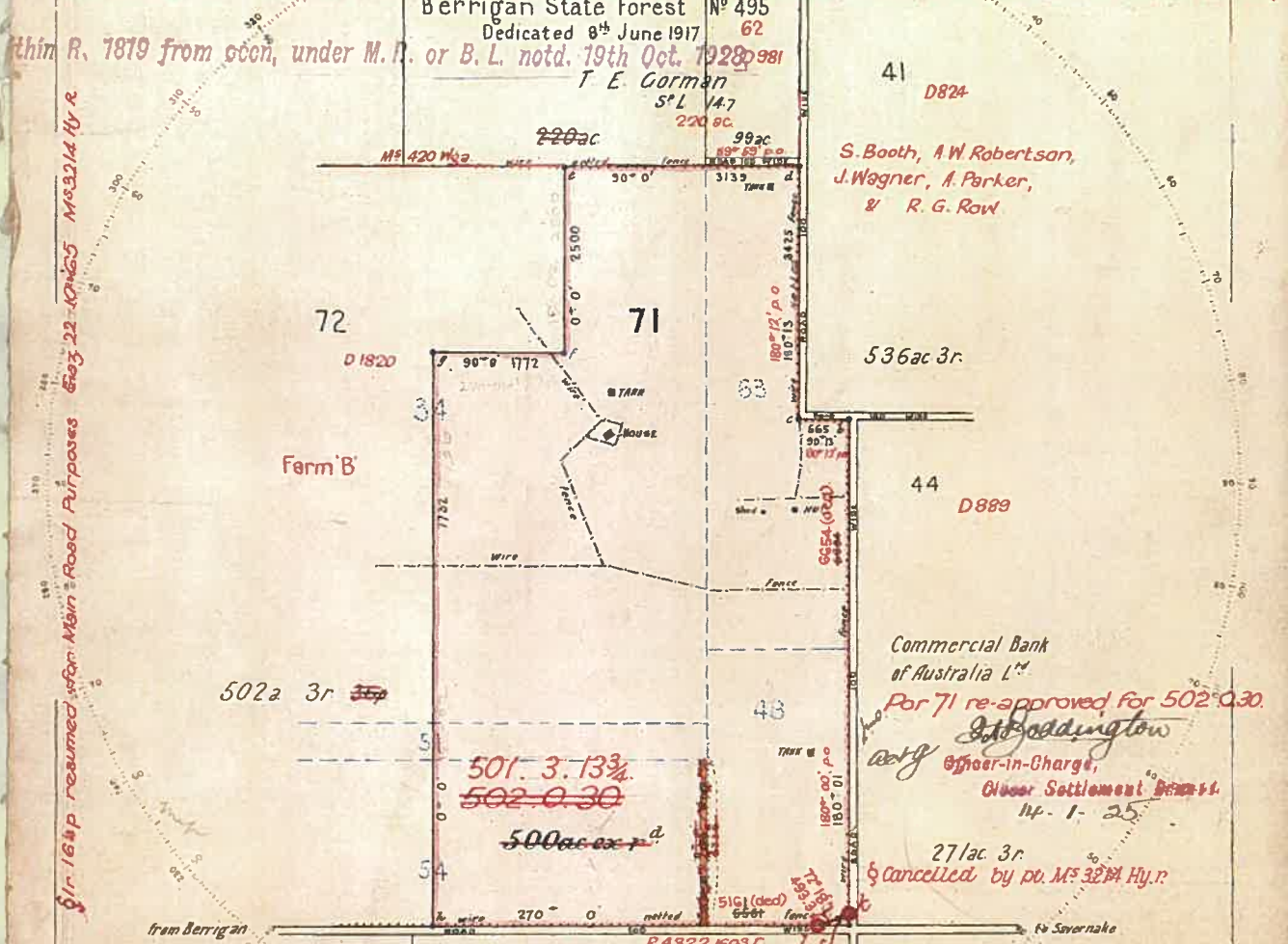
LAND DISTRICT OF DENILQUIN LAND BOARD DISTRICT OF WAGGA WAGGA

Resumed Area No. Pastoral Holding, Central Division.

Applied for under the Section of the Crown Lands Act of 1 by  
 Forms Freehold Por<sup>s</sup> 48, 63, & pt of 34, 51, & 64, proposed to be purchased under Part 2, Clo. Sett Amend. Act 1918.

Por. 71 Allotted to Robert William Mudge

Sett. Pur. 1920-19 May 1921. Wanborough Sett. Pur. Area Vide Gaz. 21-10-21  
 Reserved road halched or red within Por 71 Closed Gaz 29-8-24 fol 146 B Rds 24-21. Added vide Cl. Sett. 21-5-32



1/16 up resumed for Main Road Purposes Encl 22-12-1925 MS 3214 Hy R

Azimuth taken from Portion 13  
 Field Book Vol. Folio

Reference to Corners

Corner	Bearing	From	to	on Free
a	Fence post			71
b	Fence post			71
c	Numbered Stake			71
d	152° 35'	Pine	70	71
e	204° 48'	Pine	12-5	71-72
f	216° 10'	Pine	171	71-72
g	20° 47'	Pine	65	71-72
h	Numbered Stake			71-72
i	0° 00'	G.I. Pipe	2.27	MS 3214 Hy R
j	0° 00'	G.I. Pipe	2.27	MS 3214 Hy R

Value of Improvements

Reference to Traverse

Line	Bearing	Distance

**PLAN MICROFILMED**

NO ADDITIONS OR AMENDMENTS TO BE MADE

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

*Robert William Mudge*  
 Licensed Surveyor

Transmitted to the District Surveyor with my letter of

Toucher No. Passed  
 Calculation Book No. C 74 Folio 17. R. B. Walker.  
 Checked and Corrected R. B. Walker 11/8/20.  
 Examined F. J. G. 12.8.20  
 Plan approved *Robert William Mudge*  
 Officer-in-Charge,  
 Closer Settlement Branch.

Standard Exd  
 R.A. 15.9.20

Scale 20 Chains to an Inch

D 1819 1798

14. 8. 20



Provided by CITEC Confirm

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 72/752302

SEARCH DATE	TIME	EDITION NO	DATE
1/9/2020	9:58 AM	6	2/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.  
CONTROL OF THE RIGHT TO DEAL IS HELD BY COMMONWEALTH BANK OF AUSTRALIA.

LAND

LOT 72 IN DEPOSITED PLAN 752302  
LOCAL GOVERNMENT AREA BERRIGAN  
PARISH OF WARMATTA COUNTY OF DENISON  
(FORMERLY KNOWN AS PORTION 72)  
TITLE DIAGRAM CROWN PLAN 1038.1798

FIRST SCHEDULE

MARIE THERESE FARRELL (T AA874025)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE MEMORANDUM S700000A
- 2 EXCEPTING ANY ROADS AND RESUMED LAND
- 3 AA874027 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA
- 4 AH175195 PROPERTY VEGETATION PLAN EXPIRY DATE: SEE DEALING

NOTATIONS

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

123466:Farrell 20/0102

PRINTED ON 1/9/2020

Provided on 01/09/2020 09:58 AM by CITEC Confirm

\* 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.

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Off. No. 82-25

COROWA

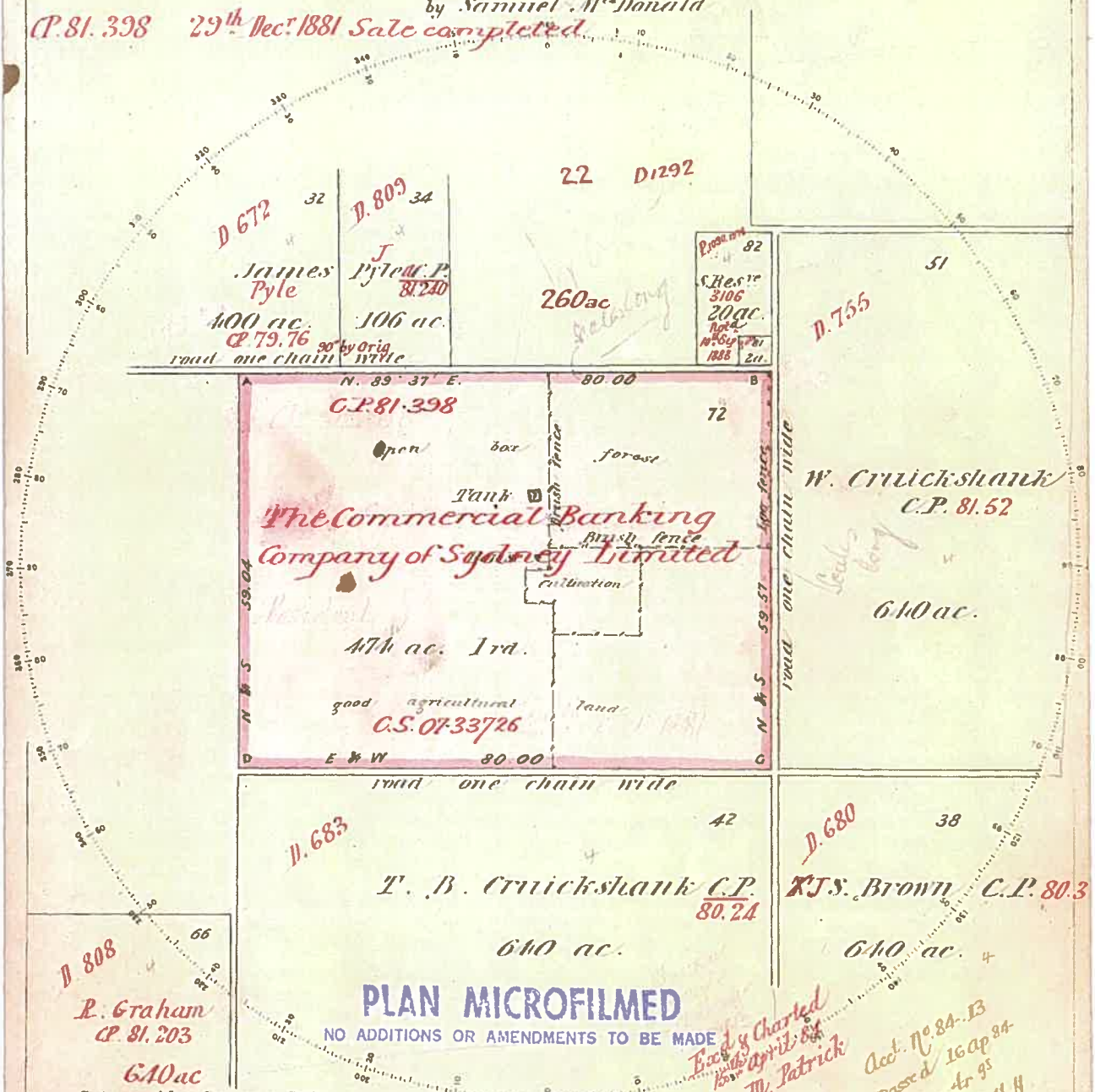
84/1630



**PLAN**  
 of 1 Portion N<sup>o</sup> 72  
 Parish of Warragubgra  
 County of Denison

Applied for under the 13<sup>th</sup> clause of the Crown Lands Alienation Act of 67  
 by Samuel McDonald

*C.P. 81. 398 29<sup>th</sup> Dec. 1881 Sale completed.*



**PLAN MICROFILMED**

NO ADDITIONS OR AMENDMENTS TO BE MADE

*Bound & Charted  
 15<sup>th</sup> April 84  
 W. Patrick  
 Act. No. 84-13  
 Passed 16<sup>th</sup> Apr 84  
 Secy. A. H. 93  
 W. H. H.*

*R. Graham  
 C.P. 81. 203  
 640ac  
 Azimuth from DC*

Reference to Corners

Corner	Bearing	From	Links	N <sup>o</sup> on Tree
A	89° 8'	BOX	76	72
B	95° 9'	do	56	72
C	235° 27'	do	55	72
D	54° 14'	do	36	72

Reference to Traverse

Line	Bearing	Distances
<i>On Parish Map</i>		
<i>Approved                  W. H. H. all                  16<sup>th</sup> April 1884</i>		

I hereby certify that I in person made and on the 11<sup>th</sup> Aug 83 completed the survey represented on this plan, on which are written the bearings and the lengths of the lines measured by me and I declare that the survey has been executed in accordance with the regulations published for the guidance of Licensed Surveyors and the practice of the Surveyor General's Department.

*W. H. H.*

Surveyor

1038-1798

Value of Improvements House £60, Tank £50, Cultivation £60, Fencing £45.  
 Situated in the Warragubgra Run Scale 20 Chains to an Inch. Transmitted to the Surveyor General with my letter of the 21 January 1884



BAROOGA | BERRIGAN | FINLEY | TOCUMWAL  
*Heart of the Southern Riverina*

## PLANNING CERTIFICATE UNDER SECTION 10.7(2)

*Environmental Planning and Assessment Act, 1979 (as amended)*

**Certificate Number:** 074/2020  
**Fees:** \$53.00  
**Receipt Number:** 251769  
**Date:** 03.09.2020

**Applicant:** Gerard K McCarthy  
PO Box 153  
BERRIGAN NSW 2712

**Property:** 12678 Riverina Highway, Berrigan NSW 2712  
Lots 71, 72 DP 752302  
304.9ha

**Owner:** Mrs M Farrell

### 1. Names of relevant planning instruments and DCPs

(1) Environmental planning instruments applying to the carrying out of development on the land.

(a) Local Environmental Plan (LEP)

- **Berrigan Local Environmental Plan 2013**

(b) State Environmental Planning Policies (SEPP)

- **SEPP 21 – Caravan Parks**
- **SEPP 33 – Hazardous and Offensive Development**
- **SEPP 36 – Manufactured Home Estates**
- **SEPP 50 – Canal Estate Development**
- **SEPP 55 – Remediation of Land**
- **SEPP 64 – Advertising and Signage**
- **SEPP 65 – Design Quality of Residential Apartment Development**
- **SEPP 70 – Affordable Housing (Revised Schemes)**
- **SEPP (Affordable Rental Housing) 2009**
- **SEPP (Building Sustainability Index: BASIX) 2004**
- **SEPP (Concurrences and Consents) 2018**
- **SEPP (Educational Establishments and Child Care Facilities) 2017**
- **SEPP (Exempt and Complying Development Codes) 2008**
- **SEPP (Housing for Seniors or People with a Disability) 2004**
- **SEPP (Infrastructure) 2007**
- **SEPP (Koala Habitat Protection) 2019**
- **SEPP (Mining, Petroleum Production and Extractive Industries) 2007**
- **SEPP (Miscellaneous Consent Provisions) 2007**
- **SEPP (Primary Production and Rural Development) 2019**
- **SEPP (State and Regional Development) 2011**



(2) Proposed environmental planning instruments applying to the carrying out of development on the land.  
Not Applicable

(3) Development Control Plans that applying to the carrying out of development on the land

- Berrigan Development Control Plan, 2014

**2. Zoning and land use under Berrigan LEP 2013**

(a) Zone RU1 Primary Production

(b) **Permitted without consent**

Environmental protection works; Extensive agriculture; Home-based child care; Home businesses; Home occupations; Intensive plant agriculture; Roads; Water reticulation systems

(c) **Permitted with consent**

Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Boat launching ramps; Boat sheds; Building identification signs; Business identification signs; Camping grounds; Caravan parks; Cellar door premises; Cemeteries; Charter and tourism boating facilities; Community facilities; Correctional centres; Depots; Dual occupancies; Dwelling houses; Eco-tourist facilities; Educational establishments; Environmental facilities; Extractive industries; Farm buildings; Flood mitigation works; Forestry; Freight transport facilities; Function centres; Garden centres; Heavy industrial storage establishments; Heavy industries; Helipads; Highway service centres; Home industries; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Information and education facilities; Intensive livestock agriculture; Jetties; Landscaping material supplies; Markets; Mooring pens; Moorings; Open cut mining; Plant nurseries; Recreation areas; Recreation facilities (major); Recreation facilities (outdoor); Research stations; Roadside stalls; Rural industries; Rural workers' dwellings; Sewerage systems; Timber yards; Tourist and visitor accommodation; Transport depots; Truck depots; Turf farming; Veterinary hospitals; Water recreation structures; Water supply systems

(d) **Prohibited**

Serviced apartments; Any other development not specified in item (b) or (c)

(e) The erection of a dwelling on this land is not prohibited by reason of a development standard relating to the minimum area on which a dwelling house may be erected. Refer to Lot Size Map applicable to the zone.

(f) The land is not include or comprise declared critical habitat.

(g) The land is not located in a designated conservation area.

(h) There is not an item of environmental heritage situated on the land.

**3. Complying development**

Complying development may be carried out, unless the development is carried out on the part of the lot to which clause 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* does not apply, under the following Codes.

- Rural Housing Code
- Housing Alterations Code
- General Development Code
- Commercial and Industrial Alterations Code
- Demolition Code
- Fire Safety Code
- Inland Code

This land is identified as

- Bush Fire Prone Land,

**4B. Not Applicable****5. Mine subsidence**

The subject land is not within an area proclaimed to be a mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.

**6. Road widening and road realignment**

The land is not affected by any proposal under either Division 2 of part 3 of the *Roads Act 1993*, or any environmental planning instrument, or any resolution of the Council in relation to road widening or realignment.

**7. Council and other public authority policies on hazard risk restrictions**

The Council, or another public authority, has not adopted a policy that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).

**7A. Flood related development controls information**

Development on the land, or part thereof, for the purposes of dwelling houses, dual occupancies, multi dwelling houses or residential flat buildings (not including development for the purposes of group homes or seniors housing), or for any other purpose, is not subject to flood related development controls.

**9. Contribution plans**

- Berrigan Shire Council Development Contributions Plan created under Section 7.18 of the Environmental Planning and Assessment Act 1979 applies to this land.
- Berrigan Shire Councils Development Servicing Plans for Water and Sewer created under Section 64 of the Local Government Act 1993 apply to this land.

**9A. Biodiversity certified land**

The land is not biodiversity certified (within the meaning of Part 8 of the *Biodiversity Conservation Act 2016*)

**10. Biodiversity stewardship sites**

Not Applicable

**10A. Native vegetation clearing set asides**

Not Applicable



**11. Bush fire prone land**

Part of the land is shown as bushfire prone land in Council's records. Further details of any applicable restrictions on development of the land may be obtained on application to Council.

**12. Property vegetation plans**

A property vegetation plan has been approved under Part 4 of the *Native Vegetation Act 2003* on the following property: Lots 71, 72 DP 752302. The property vegetation plan approval number is 8PVP00192. The property vegetation plan start date is 25 July, 2012 and the lapse date is IN PERPETUITY.

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

Not Applicable

**14. Directions under Part 3A**

Not Applicable

**15. Site compatibility certificates and conditions for seniors housing**

A current site compatibility certificate (seniors housing), of which the Council is aware, has not been issued in respect of proposed development on the land.

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

A valid site compatibility certificate (infrastructure) or site compatibility certificate (schools or TAFE establishments), of which the Council is aware, has not been issued in respect of proposed development on the land.

**17. Site compatibility certificates and conditions for affordable rental housing**

A current site compatibility certificate (affordable rental housing), of which the Council is aware, has not been issued in respect of proposed development on the land.

**18. Paper subdivision information**

Not Applicable

**19. Site verification certificates**

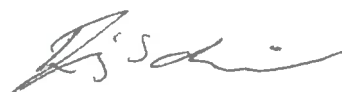
Not Applicable

**20. Loose-fill asbestos insulation**

A residential dwelling erected on this land has not been identified in the Loose-Fill Asbestos Insulation Register as containing loose-fill asbestos ceiling insulation. Contact NSW Fair Trading for more information.

**21. Affected building notices and building product rectification orders**

Council is not aware of any affected building notice, building product rectification order or notice to make a building product rectification order that is in force in respect of the land.



ELIZABETH SCHINDLER  
TOWN PLANNER



Form: 13VP  
Release: 1.2  
www.lpma.nsw.gov.au

# PROPERTY VEGETATION PLAN



## AH175195Y

New South Wales  
Section 31  
Native Vegetation Act 2003

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE	1//41309, 73//752302, 77//752302, 72//752302, 71//752302,	
(B) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number: David Costello, c- Murray CMA, PO Box 797 ALBURY, NSW, 2640 (Phone 02 6051 2205) Customer Account No. 130701 P Reference: 8-PVP-00 <u>192</u>
	<b>6230X</b>	<b>VP</b>
(C) REGISTERED PROPRIETOR	MARIE THERESE FARRELL, GARRY SYDNEY FARRELL,	
(D) APPLICANT	Murray Catchment Management Authority	
(E) AGREEMENT	Property Vegetation Plan dated	Abstract annexed hereto and marked
	<u>25-07-12</u>	'ROOIRAND' AND 'WANBOROUGH'

The Murray Catchment Management Authority or delegate hereby notifies the Registrar General that:

- the Minister administering the Native Vegetation Act 2003 has approved a Property Vegetation Plan affecting the above land,
- the parties to the plan have consented to the registration of the plan, and
- the relevant agreement is referred to above and an abstract of the agreement is annexed hereto,

and requests the Registrar General to record the plan on the relevant folio of the Register.

DATE 8/8/12

I certify that the authorised officer of the applicant, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this application in my presence.

Certified correct for the purposes of the Real Property Act 1900 by the authorised officer of the applicant named below.

(F) Signature of witness:

Name of witness:

**Troy Hitchon**

Signature of authorised officer:

Name of authorised officer:

**David Leslie**

Position of authorised officer:

**General Manager**



Catchment Management Authorities  
New South Wales

## Notice of Existence of a Property Vegetation Plan Under the Native Vegetation Act 2003

The Murray Catchment Management Authority has granted Property Vegetation Plan 8-PVP-00 192 over the following properties;

**'ROOIRAND' AND 'WANBOROUGH'**  
Riverina Highway  
BERRIGAN NSW 2712

Described as

Lot	DP	LGA	Parish	County
1	41309	BERRIGAN	WARMATTA	DENISON
73	752302	BERRIGAN	WARMATTA	DENISON
77	752302	BERRIGAN	WARMATTA	DENISON
72	752302	BERRIGAN	WARMATTA	DENISON
71	752302	BERRIGAN	WARMATTA	DENISON

The Property Vegetation Plan:

- Authorises the clearing of native vegetation
- Provides for the restoration/conservation of native vegetation as an offset for clearing

Approved  
25<sup>th</sup> - JULY - 2012

The Property Vegetation Plan commences on:

25-07-12

The Property Vegetation Plan ends on:

"IN PERPETUITY"

The following persons/organisations are parties consenting to the registration of the Property in accordance with section 31 of the *Native Vegetation Act 2003*:

**Marie Therese Farrell**

Name of the Landowner

*M Farrell*

Signature

10/7/12

Date

**Garry Sydney Farrell**

Name of the Landowner

*G Farrell*

Signature

10-7-2012

Date

**David Leslie**

General Manager of the Murray Catchment Management Authority  
Delegate of the Minister administering the *Native Vegetation Act 2003*

*D Leslie*

Signature

25-7-12

Date

Notice of the Property Vegetation Plan registration has been sent to registered mortgagees.

**LANDHOLDER TO NOTIFY**

For any enquiries please contact Troy Hitchon on telephone 02 6051 2216 or e-mail on [troy.hitchon@cma.nsw.gov.au](mailto:troy.hitchon@cma.nsw.gov.au)



**CERTIFICATE UNDER SECTION 173(3), WATER MANAGEMENT ACT 2000, NO. 92**

**Certificate No: 06/2020**

West Corugan Board of Management hereby certifies that the rates and charges as set out in the Schedule hereunder, are due and payable to West Corugan Board of Management in respect of the land described hereunder:

**Applicant:** Gerard McCarthy Law Practice  
P.O. Box 153  
BERRIGAN NSW 2712

**Owners Name:** Marie Therese Farrell (49)  
**Property:** 'Wanborough'

**PARTICULARS OF LAND**

West Corugan Holding No: 49

Lots (71,72)  
DP752302

Outstanding rates and charges as at 3<sup>rd</sup> September 2020:

**TOTAL DUE:**                      **\$NIL**

**WATER RIGHT INFORMATION**

Holding No. 49 has 345 Water Entitlements with 345 Delivery Entitlements operating under the West Corugan Board of Management's NSW Water Access Licence No. 7741.

The property does not hold a Member Stock & Domestic Licence.

(Please refer to our Charges Schedule in relation to the termination of Delivery and Water Entitlements at [www.corugan.com.au](http://www.corugan.com.au))

Signed:  \_\_\_\_\_

Date: 2-9-2020 \_\_\_\_\_

**Andrew Kelly**

Head of Operations

For and on behalf of West Corugan Board of Management

**West Corugan Private Irrigation District**

ABN: 92 793 193 219 – 152 Oaklands Road, P O Box 156, BERRIGAN NSW 2712

Ph: 03 5885 2392 – Fax: 03 5885 2660 – Email: [info@corugan.com.au](mailto:info@corugan.com.au) – [www.corugan.com.au](http://www.corugan.com.au)



Catchment Management  
 Authority  
 Murray

RECEIVED

13 JUL 2012

Murray CMA  
 MURRAY

**Murray**  
**Catchment Management Authority**

**CLEARING**

**PROPERTY VEGETATION PLAN**

*Native Vegetation Act 2003*

'ROOIRAND' & 'WANBOROUGH'

Riverina Highway

BERRIGAN NSW 2712

**APPROVED**

8 PVP00192

This Property Vegetation Plan applies to the land described in Schedule 1, as shown on Map 1 in Schedule 4 of this agreement.

The Landholder is authorised to undertake the activities set out in Schedule 2 and agrees to carry out the management actions and management action details set out in Schedule 2. The Landholder agrees to comply with the requirements of Schedule 3.

**Notes:**

1. The Director-General of Department of Premier and Cabinet (or delegate) will notify the Registrar-General once all landholders and parties with a prescribed interest have consented to the registration of this PVP. Once notified by the Director-General, the Registrar-General is required to register this PVP. This PVP will then be binding on all current and future landholders.
2. This Plan does not exempt the landholder from any Council clearing consent requirements.
3. In order to carry out the works under this PVP, the Landholder may be required to obtain other approvals from other government agencies.

**Marie Therese Farrell**

Name of the Landholder

*M. Farrell*  
 Signature

*10/7/12*  
 Date

**Garry Sydney Farrell**

Name of the Landholder

*G. Farrell*  
 Signature

*10-7-12*  
 Date

**David Leslie**

General Manager of the Murray Catchment Management Authority

Delegate of the Minister administering the *Native Vegetation Act 2003*

*D. Leslie*  
 Signature

*25-7-12*  
 Date

Consent to register this plan in accordance with s. 31 of the *Native Vegetation Act 2003*

[for any Landholder or person with a prescribed interest who is not a signatory- must be completed]

Signature

Date

**SCHEDULE ONE — DESCRIPTION OF LAND TO WHICH THIS PVP APPLIES**

Lot	DP	LGA	Parish	County
1	41309	BERRIGAN	WARMATTA	DENISON
73	752302	BERRIGAN	WARMATTA	DENISON
77	752302	BERRIGAN	WARMATTA	DENISON
72	752302	BERRIGAN	WARMATTA	DENISON
71	752302	BERRIGAN	WARMATTA	DENISON

**WARMATTA**  
**WARMATTA**




**SCHEDULE TWO — AUTHORISED ACTIVITIES AND MANAGEMENT ACTIONS**  
**AUTHORISED CLEARING (NOT INVOLVING INVASIVE NATIVE SCRUB AND/OR THINNING)**


Map Number (as per Schedule 4)	Map Unit	Clearing Type Authorised	Details of Authorised Clearing Type
Map 1	10a	Clearing – Paddock Trees	The landholder may clear up to 55 individual paddock trees in Map Unit 10a within 15 years of commencement of this Plan.

**MANAGEMENT ACTIONS FOR AUTHORISED CLEARING (NOT INVOLVING INVASIVE NATIVE SCRUB AND/OR THINNING)**

1. If clearing occurs in the Map Units, as identified in Authorised Clearing table, then the management actions and management action details described below must be undertaken in the specified Map Unit, as identified in Schedule 4,
2. The management actions and management action details are to be continued for, or completed within, the duration specified in the column "Duration of Management Action".

Map Number (as per Schedule 4)	Map Unit	Management Action	Duration of Management Action	Management Action Details
Map 1	10a	Conservation farming practices – soil health	Annually	The landholder is to manage the land where clearing activities occur to maintain and improve soil structure, organic matter levels and fertility to achieve a healthy productive soil.
Map 1	10a	Conservation farming practices – retain groundcover (Plains)	Annually	The landholder shall manage the land to retain a minimum of 50% groundcover, with burning and cultivation of stubble or dry pasture used only when necessary for remediation of issues such as disease, pests, chemical resistant weeds, excessive or lodged stubbles, and rotating between crop types.

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 Initials

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**REQUIRED OFFSETS FOR AUTHORISED CLEARING (NOT INVOLVING INVASIVE NATIVE SCRUB AND/OR THINNING)**

Map Number (as per Schedule 4)	Map Unit	Offset on Map Unit	Details of Authorised Offset Type	Associated Clearing Map Unit
Map 1	10b	Offset - Biodiversity	The management actions specified below will improve the site condition of 7.84 hectares of Inland Grey Box tall grassy woodland (Benson 76), and offset the loss of biodiversity and threatened species habitat from the development site.	10a

**Management actions for offsets**

1. If clearing occurs in the Map Units, as identified in Authorised Clearing table, then the management actions and management action details described below must be undertaken in the specified Map Unit, as identified in Schedule 4,
2. The management action and management action details are to be continued for, or completed within, the duration specified in the column "Duration of Management Action".

Map Number (as per Schedule 4)	Map Unit	Management Action	Duration of Management Action	Management Action Details
Map 1	10b	Grazing Exclusion	3 years	Domestic stock are to be excluded from the offset site for a minimum period of three years to allow natural regeneration and establishment of native seedlings within this area.
Map 1	10b	Strategic Grazing	In-perpetuity	After the three year grazing exclusion period, the landholder must ensure that stock grazing is strategically managed for the duration of this agreement. The offset site must be managed to enhance the quality of native vegetation with short intense grazing used to manage growth - for example, to limit fire risk in summer. Grazing regimes must be limited to maintain a minimum 50% ground cover. Grazing must not occur between the months of September to February, when native plants are setting seed (most native grasses, saltbushes, wattles, forbs and herbs set seed in late spring and summer). To facilitate periodic stock grazing of both sites, the landholder should ensure any new and existing fencing is maintained in a stockproof condition for the duration of this agreement.

Map Number (as per Schedule 4)	Map Unit	Management Action	Duration of Management Action	Management Action Details
Map 1	10b	Enhancement - Planting	In-perpetuity	The landholder is to establish and maintain a minimum of 100 local native shrubs throughout the southern area of Map Unit 10b. Species should include, but not be limited to Wedge-leaved Hopbush <i>Dodonea viscosa subsp. cuneata</i> , Umbrella Wattle <i>Acacia oswaldii</i> , and Hakea Wattle <i>Acacia hakeoides</i> as well as any other site specific local species. Seedlings must be plants of proven local provenance. Establishment must commence within 12 months of clearing in Map Unit 10a and should occur May-August with minimal disturbance to native ground layer vegetation. All native species present throughout the offset area must be able to naturally regenerate to maintain a mature canopy cover and shrub density within benchmark for this vegetation community.
Map 1	10b	Retain dead timber	In-perpetuity	The landholder is not to remove any standing or fallen dead timber at any time. Hollow-bearing timber removed during clearing may be placed in the offset to provide habitat for native fauna. Fallen timber realignment may occur to allow enhancement planting activities if required.
Map 1	10b	Weed control	In-perpetuity	The landholder is to eradicate all noxious weeds and continually control any other exotic woody vegetation in the offset. Broad-leaf weeds must also be controlled to allow native groundcover to successfully establish on the site.
Map 1	10b	Feral herbivore control	In-perpetuity	The landholder is to continuously control any rabbits and hares to allow native trees, shrubs and groundcover to successfully regenerate.
Map 1	10b	Clearing Not Allowed	In-perpetuity	Details: The clearing of native vegetation, whether remnant or regrowth, is not permitted in this zone at any time. Routine Agricultural Management Activities are not permitted in this zone at any time, except for minimal disturbance required in the undertaking of the following activities that are listed under Section 11, Part 2 of the <i>Native Vegetation Act 2003</i> or in Part 4 of the <i>Native Vegetation Regulation 2005</i> : - Pt 2(b) & (c), Pt 4 (13 & 17) – control of noxious & feral weeds and noxious & pest animals; Pt 2 (h); Pt 2 (i) – removal of imminent risk of personal injury or damage to property & Pt 4 (g) traditional Aboriginal cultural activities.

.....  
 Initials                      Initials

## SCHEDULE THREE - STANDARD CONDITIONS

### Commencement

1. This PVP will commence from the date at which it is signed by the Minister administering the *Native Vegetation Act 2003* (or delegate).

### Words and phrases used

2. In this Schedule:

"CMA" means the Catchment Management Authority that is a party to this property vegetation plan ("PVP");

"Landholder" means the landholder who is a party to this PVP and once this PVP is registered all future landholders;

"the works under this PVP" means the clearing, the management actions, the mitigating actions and all other works that the Landholder is authorised or required to take under this PVP;

"the Land" means the land to which this PVP applies; and

"OEH" means the The Office of Environment and Heritage within the Department of Premier and Cabinet and includes its successor departments or agencies.

### Monitoring and auditing

3. The carrying out of any works under this PVP may be subject to auditing by officers of the CMA or OEH who are authorised officers under the *Native Vegetation Act 2003*, as set out in sections 34 and 35.
4. Subject to reasonable notice, the Landholder will allow authorised officers of the CMA or OEH access to the Land and allow those officers to do all things reasonably necessary for the purpose of monitoring or auditing compliance with this PVP.
5. Clauses 3 and 4 do not affect the powers of authorised officers of the CMA, OEH or other government agencies to carry out investigations under the *Native Vegetation Act 2003*.

### Registration of PVP on Title

6. For the purpose of sections 31(1) and 31(2) of the *Native Vegetation Act 2003*, the Landholder consents to the registration of this PVP in accordance with section 31 of the *Native Vegetation Act 2003*.

### Dispute resolution

7. The parties agree to attempt to resolve any dispute in relation to this PVP by negotiation in the first instance. Such negotiation may involve agreeing on a variation to the PVP. However, this clause does not apply to a dispute relating to a possible breach of the *Native Vegetation Act 2003*.
8. Where appropriate, if negotiations are not successful, the CMA agrees to provide a written notice to the Landholder setting out the nature of any contravention and requesting the Landholder to take the steps specified in that notice, in the time specified in that notice, to rectify that contravention. This clause does not apply to a possible breach of the *Native Vegetation Act 2003*.
9. The Landholder agrees to comply with that notice in the time specified in the notice. Failure to comply with that notice is a breach of this plan. If the Landholder does not comply with the notice, the Minister (or delegate) may consider terminating this plan, in accordance with the procedure set out in section 30 of the *Native Vegetation Act 2003*. The CMA or OEH may also take other action under that Act.
10. The landholder also agrees to provide access to the property to officers of the CMA and OEH.

**Note:** The procedure for varying or terminating a PVP is set out in section 30 of the *Native Vegetation Act 2003* and clause 11 of the *Native Vegetation Regulation 2005*.

### Subdivision

11. The Landholder agrees to notify the CMA of any proposal to subdivide the Land.

.....  
Initials

.....  
Initials

12. The Landholder agrees to submit to the CMA an application to vary this PVP to divide it into separate PVPs relating to the Land as subdivided in the same or similar terms to this PVP, if so requested by the CMA.

**Apportionment of risk/indemnity**

13. The parties agree to apportion risk as follows:

- (i) The CMA accepts the risk for the actions of CMA staff in entering the Land and carrying out functions associated with this PVP and for the actions of other visitors to the Land as organised by the CMA.
- (ii) All other risks associated with this PVP and the works under this PVP rest with the Landholder.

**Disclosure of Information**

14. Subject to clause 15, personal information contained in this PVP will be treated in accordance with the *Privacy and Personal Information Protection Act 1998*, under which you have rights of access and correction.

15. Information contained in this PVP may be disclosed:

- (i) In the case of a PVP that allows broadscale clearing or that specifies a date for the definition of "regrowth", certain information from the PVP will be included on the register of PVPs and development consents, which will be publicly available on the Internet and available for inspection at the office of the CMA.
- (ii) to OEH for compliance and statistical purposes.
- (iii) in circumstances where disclosure is otherwise required or authorised by law, including the *Government Information (Public Access) Act 2009*.

**SCHEDULE FOUR — MAPS**

Map 1 PVP Area and Activities authorised by this PVP - 'Rooirand' & 'Wanborough' 1:12,000  
*(Overview map of clearing and offset areas)*

1000 402000 403000 404000





To: GERARD MCCARTHY
PO BOX 153
BERRIGAN 2712

Your Ref: GMC:KDS 20/0102
LLS Holding Ref: 111078556

Owner(s): MT FARRELL
Occupier(s): WANDANA FARMS PTY LTD
Property Description: WANBOROUGH, 12678 RIVIERINA HIGHWAY, BERRIGAN NSW
Parish: County: Lot / DP:
WARMATTA DENISON 752302/71, 72

Property Identification Code: -
UNKNOWN

Purchaser:

1. Adverse Affectations

After examination of records available for the above property I can advise as follows:-

A Stock Diseases Act 1923:

For the purposes of clause 8 and paragraph 19 of Part 3 of Schedule 3 of the Conveyancing (Sale of Land) Regulation 2017, the land is not subject to the following adverse affectations under the Stock Diseases Act 1923 (an Act repealed by the Biosecurity Act 2015):

Table with 2 columns: Adverse Affectation, and a list of 6 items with checkboxes, all of which are checked.

Where adverse affectations apply, documents attached:

B Stock (Chemical Residues) Act 1975

For the purposes of clause 8 and paragraph 20 of Part 3 of Schedule 3 of the Conveyancing (Sale of Land) Regulation 2017, the land is not subject to the following adverse affectations under the Stock (Chemical Residues) Act 1975 (an Act repealed by the Biosecurity Act 2015):

Table with 2 columns: Adverse Affectation, and a list of 4 items with checkboxes, all of which are checked.

Where adverse affectations apply, documents attached:





C Biosecurity Act 2015

The Department of Primary Industries and the Council of the local government area that is the local control authority for the land, may also issue documents that mean that the land is subject to an adverse affectation under the *Biosecurity Act 2015*. You should also make inquiries to these agencies.

For the purposes of clause 8 and paragraphs 25, 26, 27 and 28 of Part 3 of Schedule 3 of the Conveyancing (Sale of Land) Regulation 2017, land is **not** subject to the following adverse affectations under the *Biosecurity Act 2015* with respect to functions performed by the Local Land Service:

	Adverse Affectation
<input checked="" type="checkbox"/>	An emergency order that has been served on the owner or occupier of the land
<input checked="" type="checkbox"/>	A control order that has been served on the owner or occupier of the land
<input checked="" type="checkbox"/>	An individual biosecurity direction that: (a) prohibits, regulates or controls the doing of anything, or (b) requires something to be done.
<input checked="" type="checkbox"/>	A biosecurity undertaking

Where adverse affectations apply, documents attached:

2. Other Considerations

The vendor may hold additional information about the chemical residue, disease and pest status of the land, or stock presently on the land. Local Land Services recommends that you request the vendor provide this information to you.

Signature: *Linda J. Scott* Position: District Veterinarian Date: 18/09/2020

Location: 449 Charlotte Street, Deniliquin NSW 2710 Phone: 03 5881 9900

## RURAL LAND REQUISITIONS

Vendor: Garry Sydney Farrell & Marie Therese Farrell

Purchaser:

Property: "Rooirand" 12678 Riverina Highway, Berrigan 2712

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 outgoings 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 of 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.