

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Garvin & Cousins Shop 6/19 Wallamore Road, Tamworth, NSW 2340	Phone: 02 67662901 Fax: 02 67628957 Ref: Phillip Hetherington
co-agent		
vendor	Gregory John James Ellwood, 11728 New England Highway, Garoo, NSW 2340	
vendor's solicitor	Countrywide Legal & Business Services 2 Barton Lane, Tamworth NSW 2340 DX 6121 Tamworth	Phone: 02 6761 2507 Email: nscanlon@countrywidelegal.com.au Fax: 02 6761 3028 Ref: NES:GGH:200044
date for completion	42nd day after the contract date	(clause 15)
land (address, plan details and title reference)	Ellwood 11728 New England Highway, Garoo, New South Wales 2340 Registered Plan: Lot 78 Plan DP 755341 Folio Identifier 78/755341	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input checked="" 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: 1 bedroom worker cottage, machinery shed, steel cattle yard with crush, hay shed with skillion, 2 stand woolshed, 60t & 40t silos, 3 small silos, 1 bore (solar), 3 bores (with pumps)	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

buyer's agent

vendor	GST AMOUNT (optional) The price includes GST of: \$	witness
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purchaser	<input type="checkbox"/> JOINT TENANTS <input type="checkbox"/> tenants in common <input type="checkbox"/> in unequal shares	witness
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ChoicesVendor agrees to accept a **deposit-bond** (clause 3) NO yes**Nominated Electronic Lodgment Network (ELN)** (clause 30):

Pexa _____

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

Land tax is adjustable

 NO yes

GST: Taxable supply

 NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply

 NO yes

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

 not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b)) by a vendor who is neither registered nor required to be registered for GST (section 9-5(d)) GST-free because the sale is the supply of a going concern under section 38-325 GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)Purchaser must make a *GSTRW payment*
(GST residential withholding payment) NO yes (if yes, vendor must provide further details)If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *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 address (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 checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 lease (with every relevant memorandum or variation) <input type="checkbox"/> 16 other document relevant to tenancies <input type="checkbox"/> 17 licence benefiting the land <input type="checkbox"/> 18 old system document <input type="checkbox"/> 19 Crown purchase statement of account <input type="checkbox"/> 20 building management statement <input type="checkbox"/> 21 form of requisitions <input type="checkbox"/> 22 <i>clearance certificate</i> <input type="checkbox"/> 23 land tax certificate	<input type="checkbox"/> 32 property certificate for strata common property <input type="checkbox"/> 33 plan creating strata common property <input type="checkbox"/> 34 strata by-laws <input type="checkbox"/> 35 strata development contract or statement <input type="checkbox"/> 36 strata management statement <input type="checkbox"/> 37 strata renewal proposal <input type="checkbox"/> 38 strata renewal plan <input type="checkbox"/> 39 leasehold strata - lease of lot and common property <input type="checkbox"/> 40 property certificate for neighbourhood property <input type="checkbox"/> 41 plan creating neighbourhood property <input type="checkbox"/> 42 neighbourhood development contract <input type="checkbox"/> 43 neighbourhood management statement <input type="checkbox"/> 44 property certificate for precinct property <input type="checkbox"/> 45 plan creating precinct property <input type="checkbox"/> 46 precinct development contract <input type="checkbox"/> 47 precinct management statement <input type="checkbox"/> 48 property certificate for community property <input type="checkbox"/> 49 plan creating community property <input type="checkbox"/> 50 community development contract <input type="checkbox"/> 51 community management statement <input type="checkbox"/> 52 document disclosing a change of by-laws <input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 54 document disclosing a change in boundaries <input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 56 information certificate under Community Land Management Act 1989 <input type="checkbox"/> 57 disclosure statement - off the plan contract <input type="checkbox"/> 58 other document relevant to off the plan contract Other <input type="checkbox"/> 59
Home Building Act 1989 <input type="checkbox"/> 24 insurance certificate <input type="checkbox"/> 25 brochure or warning <input type="checkbox"/> 26 evidence of alternative indemnity cover Swimming Pools Act 1992 <input type="checkbox"/> 27 certificate of compliance <input type="checkbox"/> 28 evidence of registration <input type="checkbox"/> 29 relevant occupation certificate <input type="checkbox"/> 30 certificate of non-compliance <input type="checkbox"/> 31 detailed reasons of non-compliance	

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

APA Group Australian Taxation Office Council County Council Department of Planning, Industry and Environment Department of Primary Industries Electricity and gas Land & Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

The vendor sells and the purchaser buys the *property* for the price under these provisions instead of Schedule 3 Conveyancing Act 1919, subject to any *legislation* that cannot be excluded.

1 Definitions (a term in italics is a defined term)

In this contract, these terms (in any form) mean –

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

2 Deposit and other payments before completion

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

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

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

- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

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

16 Completion

• Vendor

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.

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

20 Miscellaneous

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

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

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

24 Tenancies

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

25 Qualified title, limited title and old system title

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

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

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

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

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

Special conditions

These are the special conditions to the contract for the sale of land

BETWEEN

Gregory John James

(Vendor)

And

(Purchaser)

1. Amendments to the Contract for the Sale of Land – 2019 Edition

This Contract shall be amended as follows:

- (a) Clause 7.1.1 – to be deleted and the words “any amount is claimed” inserted in lieu thereof.

2. Notice to complete

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

3. Death or incapacity

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

4. Purchaser acknowledgements

The purchaser acknowledges that they are purchasing the property:

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

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

5. Late completion

In the event that completion is not effected on the nominated day for settlement, or if the vendor cannot settle on that day then the third day after written notice from the vendor that the vendor is able to settle, then the purchaser shall pay to the vendor interest on the balance of the purchase price at the rate of 10% per annum from the date nominated for completion until and including the actual day of completion.

6. Agent

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

7. Part Payment of deposit

If the deposit agreed to be paid (or actually paid) by the purchaser is less than 10% of the Purchase Price but not less than 5% of the Purchase Price, then notwithstanding anything

herein contained the Vendor will accept such payment as a part payment of the deposit upon the signing of the Contract and the balance shall be payable on completion.

If:-

- (a) The Purchaser defaults in the observance of an obligation which is, or the performance of which has become essential; and
- (b) The Purchaser has paid a deposit less than ten per cent (10%) of the Purchase Price; and
- (c) The Vendor terminates this Contract

Then the Vendor shall be entitled to recover from the Purchaser an amount equal to ten per cent (10%) of the Purchase Price, less the deposit paid, as liquidated damages and it is agreed that this right shall be in addition to and shall not limit any other remedies available to the Vendor herein contained or implied, notwithstanding any rule of law or equity to the contrary. This clause shall not merge on completion of this Contract.

8. Inclusions – State of Repair

The Purchaser accepts the furnishings and chattels in their present state of condition and repair. The Vendor is not liable for any loss (other than loss which is due to the act or default of the Vendor), mechanical breakdown or fair wear and tear in respect of such items occurring after the date of the Contract.

9. On-Site Sewerage Management System

The Purchaser acknowledges that the property is serviced by an On-Site Sewerage Management System. The purchaser acknowledges that he has made his own enquiries regarding the system and shall not raise any objection, requisition or claim for compensation with respect to any work which needs to be carried out to that system in order to comply with any approval requirements. This clause shall not merge on completion.

10. Postponed Rates

If it be found that any rates assessed on the property have been postponed pursuant to Section 160C of the Local Government Act 1919 or Section 591 of the Local Government

Act 1993, then the Vendor will not be required to pay any such postponed rates or part thereof or extra charges payable relating thereto or to make any adjustment in respect of the same AND the purchaser will assume full responsibility thereof and will indemnify the vendor in respect thereof and all rates will be adjusted in accordance with Clause 14 hereof as if the only rates assessed against the property are the rates due and payable in the year in which the Contract is completed, (excluding any component of current rates which have been postponed under the said Section 160C or Section 591) and as if the use to which the property is put remains unchanged from the purpose for which the vendor has used it prior to the date of this Contract, which the purchaser acknowledges has been used as a single dwelling only. This clause shall not merge on completion.

11. Requisitions on Title

- (a) For the purpose of Clause 5, other than a requisition which is not contained within the form attached, the attached form of “Requisitions on Title” shall be deemed to be deemed to be the only Requisitions made by the Purchaser of the Vendor.
- (b) In all other respects the provisions of Clause 5 shall apply.

12. Rural

- (a) The vendor will not after exchange and before completion run more stock on the property than presently run. All stock will be removed prior to completion.
- (b) The vendor does not warrant the carrying capacity of the property.
- (c) The purchaser acquires the property with the fences, as they are whether on the correct boundary lines or not and whether give and take fences and in their present condition and state of repair. The vendor is under no obligation to fence or repair fencing before completion.
- (d) The purchaser acquires the property subject to all roads traversing the property fenced or unfenced with gates and grids or otherwise subject to any road reservations enclosure permits or otherwise.

The purchaser will not make any objection, requisition or claim for compensation nor have any rights of rescission or termination due to the vendor not holding any licence

from any responsible authority relating to the use and occupation of the property and its roads, rivers, water, crops, pests, diseases, fencing and other regulated farming activities

13. GST free because the sale of farm land supplied for farming

- (a) GST refers to goods and services tax under A New Tax System (Goods and Services Tax) Act 1999 (GST Act).
- (b) The vendor warrants that a farming business has been carried on the land comprised in this sale for at least 5 years preceding the date of this contract.
- (c) The purchaser warrants that, on and after completion of this sale, a farming business will be carried on, on the land.
- (d) In the event of the vendor being liable for GST due to the purchaser's failure to comply with clause 13(b):
 - (i) The purchaser agrees to pay to the vendor, within 14 days after the vendor's liability for GST on this sale is confirmed by correspondence or an assessment from the Commissioner of Taxation, the amount of the GST, including any additional penalty and interest; and
 - (ii) The vendor shall deliver to the purchaser, as a precondition to such payment referred to in 1(a)(i) a tax invoice in a form which complies with the GST Act and regulations.

- 14.** The Purchasers shall not be entitled to make any requisition, objection or claim for compensation or require the Vendors to take any steps to rectify any matter or thing should any poisonous, dangerous or hazardous chemical material or substance of any nature whatever or any other material which in the past or present, brought about, does or might hereafter bring about whether alone or with other material, pollution, contamination, degradation, poisoning or damage to the environment, mankind, animal or vegetable life.

15. Lease

The Purchaser acknowledges that the Vendor leases from an adjoining owner land as shown in Annexure A to this contract under a private lease. This Lease is not assignable from the Vendor to the Purchaser on completion. The purchaser will not make any objection, requisition or claim for compensation nor have any rights of rescission or termination in relation to this Lease.

FOLIO: 78/755341

SEARCH DATE	TIME	EDITION NO	DATE
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25/2/2020	4:34 PM	1	8/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY WESTPAC BANKING CORPORATION.

LAND

LOT 78 IN DEPOSITED PLAN 755341
LOCAL GOVERNMENT AREA TAMWORTH REGIONAL
PARISH OF TAMARANG COUNTY OF PARRY
(FORMERLY KNOWN AS PORTION 78)
TITLE DIAGRAM CROWN PLAN 3268.1764

FIRST SCHEDULE

GREGORY JOHN JAMES (T Q947644)

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 H706368 EASEMENT FOR TRANSMISSION LINE AFFECTING THE LAND
SHOWN SO BURDENED IN VOL 7048 FOL 164
O730034 EASEMENT NOW VESTED IN THE NEW SOUTH WALES
ELECTRICITY TRANSMISSION AUTHORITY
- 3 S430483 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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Received: 25/02/2020 16:34:54

97-11R



REQUEST

Real Property Act 1900



0
730034 H

(A) **STAMP DUTY**
If applicable.

Office of State Revenue use only

(B) **TITLE**
Show no more than 20.

SEE SCHEDULE

(C) **REGISTERED DEALING**
If applicable.

SEE SCHEDULE

(D) **LODGED BY**

L.T.O. Box	Name, Address or DX and Telephone	Dealing C
1170R	PETER HOPLEY 9 MARTIN STREET ROSELANDS, NSW, 2196	OVER
REFERENCE (max 15 characters):		

(E) **APPLICANT**

**THE NEW SOUTH WALES ELECTRICITY TRANSMISSION
AUTHORITY**

(F) **REQUEST**

REQUESTS:
The Registrar - General pursuant to Section 46C of the Real Property Act 1900, to record the NEW SOUTH WALES ELECTRICITY TRANSMISSION AUTHORITY as the proprietor of the estate and interest in the easements defined in the Schedule hereto, in respect of which the Electricity Commission of New South Wales is registered as proprietor, such estate and interest having been transferred to the New South Wales Electricity Transmission Authority by virtue of Clause 4 (1) of Schedule 2 to the Electricity Transmission Authority Act, 1994.

Peter Hopley
PETER HOPLEY
Authorised Agent of
New South Wales Electricity
Transmission Authority

Open 7

CHECKED BY (office use only)

77
RFB/AB

Released 15.12.95

LIDDELL - TAMWORTH NO 1 330 KV TRANSMISSION LINE

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X X289451 0723046 on 60/755343
 55/755343
 JB

(G)

STANDARD EXECUTION

Certified correct for the purposes of the Real Property Act 1900.

DATE 27th November 1995

Signed in my presence by the Applicant who is personally known to me.

Elizabeth Mitchell
.....
Signature of Witness

ELIZABETH MITCHELL
.....
Name of Witness (BLOCK LETTERS)

4 NORTH LIVERPOOL ROAD, HECKENBERG, NSW, 2168
.....
Address of Witness

Peter Hopley
.....
Signature of Applicant
Authorised Agent of
New South Wales Electricity
Transmission Authority

EXECUTION INCLUDING STATUTORY DECLARATION

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900, and I certify this Application correct for the purposes of the Real Property Act 1900. Made and subscribed at in the State of on 19 in the presence of

.....
Signature of Witness

.....
Name of Witness (BLOCK LETTERS)

.....
Address and Qualification of Witness

.....
Signature of Applicant

0730034

10-1280

REGISTRATION DIRECTION ANNEXURE

Use this slide only for **Second Schedule** directions
 DO NOT USE BOTH SIDES OF THE FORM

SECOND SCHEDULE AND OTHER DIRECTIONS

FOLIO IDENTIFIER	DIRECTION	NOTFN TYPE	DEALING NUMBER	DETAILS
50/755343	OFF	AB		
	BFOR	AC		
	ON	AB	NIL	Gov. Gaz. 22.4.1960 fol. 1165: Easement for transmission line affecting the land shown so burdened in the title diagram
	UNDR	AB		
	ON	UA		Easement now vested in the New South Wales Electricity Transmission Authority
573/710493	OFF	EA		
	BFOR	M	X40031	
	ON	EA	NIL	Gov. Gaz. 22.4.1960 fol. 1165: Easement for transmission line affecting the land shown so burdened in the title diagram
	UNDR	EA		
	ON	UA		Easement now vested in the New South Wales Electricity Transmission Authority
2/202919				
34/755343	UNDR	EA	H706368	
356/253731	ON	UA		Easement now vested in the New South Wales Electricity Transmission Authority
357/253731				
33/755343				
31/755343	UNDR	EX	H706368	
78/755341	ON	UA		Easement now vested in the New South Wales Electricity Transmission Authority
1/700692				
2/700692	UNDR	EA	BK2656 No. 678	
3/700692	ON	UA		Easement now vested in the New South Wales Electricity Transmission Authority

10-1280

REGISTRATION DIRECTION ANNEXURE

Use this side only for **Second Schedule** directions
DO NOT USE BOTH SIDES OF THE FORM.

SECOND SCHEDULE AND OTHER DIRECTIONS

FOLIO IDENTIFIER	DIRECTION	NOTFN TYPE	DEALING NUMBER	DETAILS
611 830350	OFF	AB		
	BFOR	MM	U315592	
	ON	AB	NIL	Gov. Gaz. 22.4.1960 fol. 1165: Easement for transmission line affecting the land shown so burdened in the title diagram
	UNDR	AB		
	ON	UA		Easement now vested in the New South Wales Electricity Transmission Authority
60 755343	OFF	AB		
	BFOR	AC		
	ON	AB	NIL	Gov. Gaz. 22.4.1960 fol. 1165: Easement for Transmission line affecting the land shown so burdened in the title diagram
	UNDR	AB		
	ON	UA		Easement now vested in the New South Wales Electricity Transmission Authority
55 55343	OFF	AA		
	BFOR	AB		
	ON	AA	NIL	Gov. Gaz. 22.4.1960 fol. 1165: Easement for transmission line affecting the land shown so burdened in the title diagram
	UNDR	AA		
	ON	UA		Easement now vested in the New South Wales Electricity Transmission Authority
8372-19	}	UNDR	EA	H706368
8372-20		ON	UA	
				Easement now vested in the New South Wales Electricity Transmission Authority

H 706368

*Ldg: 22. ---
 Encl: 23. ---
 54
 19/1/67*

CONVEYANCING ACTS, 1919-1953
 REAL PROPERTY ACT, 1900

Notice of Resumption of Land subject to the provisions of Real Property Act, 1900.

Office

I, ALFRED ALLEYNE LEVY, State Crown Solicitor's/DO HEREBY CERTIFY that the copy Gazette Notification hereunto annexed is a true copy of the Gazette Notification contained in the Government Gazette of the Twentysecond day of April one thousand nine hundred and sixty, declaring that the land therein described, being the land mentioned in the Schedule hereunder written, ^{forms part} has been resumed. AND I REQUEST that you will deal with and give effect to the said Notification as if the same were a Memorandum of Transfer of the land therein described duly executed under the Real Property Act, 1900, and I, the said ALFRED ALLEYNE LEVY HEREBY CERTIFY that this instrument is correct for the purposes of the Real Property Act, 1900, AND I FURTHER CERTIFY that I was appointed by writing dated the Twentyfourth day of July, one thousand nine hundred and fiftysix under his hand and official seal by THE MINISTER FOR PUBLIC WORKS to sign this Certificate on behalf of the said "Minister" and that I have received no notice or information of the revocation of such appointment.

SCHEDULE

Lot	Section	Deposited Plan or Name of Estate Parish County	Part or Whole	Volume	Folio
Pt. Lot 18	✓	Deposited Plan 16352 Rowan Durham	Part C.T.	6845 ✓	108 ✓
Pt. Portions 59 & 60	✓	Being the land delineated on the plan hereunto annexed marked "A" ✓	Part C.G.	3769 ✓	217 ✓
Pt. Lot 16	✓	Deposited Plan 16352	Part C.T.	4370 ✓	32 ✓
Pt. Portion 77	✓	Being the land delineated on the plan hereunto annexed marked "B" ✓	Part C.T.	7276 ✓	138, 139, 140 and 141 ✓
Pt. Portion 79	✓	Russell Durham	Part C.G.	7306 ✓	23 ✓
Pt. Portion 26	✓	Being the land delineated on the plan hereunto annexed marked "C" ✓	Part C.T.	6336 ✓	17 & 18 ✓
Pt. Portion 75	✓	Russell Durham	Part C.T.	5239 ✓	118, 119, 120 and 121 ✓
Pt. Portion 27	✓	Russell Durham	Part C.T.	5806 ✓	154, 155, 156 and 157 ✓
Pt. Lot 4 in plan annexed to B470638	✓	Being the land delineated on the plan hereunto annexed marked "D" ✓	Part C.T.	3979 ✓	6 ✓

DATED this _____ day of _____, 1956, in the year of Our Lord one thousand nine hundred and fifty-

SIGNED by the said _____

in the presence of _____

THE REGISTRAR GENERAL
 SYDNEY.

*724.70
 748.71
 5406.77
 5547.24*

1635781

1635781

SCHEDULE (CONTINUED)

Pt.Lot 5 in plan annexed to B470638	Russell Durham	Part C.T.	3979	✓ 7 / P
Pt.Lots 1,2,3 & 5 and island in plan lodged with transmission application No. A397685	Macqueen Brisbane	Part C.T.	7132	✓ 133 ✓
Being the land delineated on the plan hereunto annexed marked "E" *				
Pt.Lot 1 in plan annexed to B470637	Macqueen Brisbane	Part C.T.	3979	✓ 4
Pt.Lot 2 in plan lodged with Transfer No. B470637 and land adjoining	Macqueen Brisbane	Part C.T.	7312	22
Pt.land shown in plan annexed to Transfer No. G354806	Russell Durham	Part C.T.	7171	183 ✓
Pt.Lot 3 in plan lodged with Transfer No. B470637	{ Macqueen Brisbane Russell Durham	Part C.T.	7341	127 / P
Being the land delineated on the plan hereunto annexed marked "P" *				
Pt.Lot 29	Deposited Plan 3847	Part C.T.	5366	✓ 75
Being the land delineated on the plan hereunto annexed marked "G" *				
Pt.Lot 9 & 13	Deposited Plan 11961	Part C.T.	7562	✓ 131
Pt.Lots 10,12,13 & 18	Deposited Plan 11961	Part C.T.	7794	✓ 190 / P
Being the land delineated on the plan hereunto annexed marked "H" *				
Pt.Portion 89	Scone Brisbane	Part C.T.	6707	✓ 124
Pt.Portion 82	Scone Brisbane	Part C.T.	5370	✓ 69 / P
Being the land delineated on the plan hereunto annexed marked "J" *				
Pt.Lot 43	Deposited Plan 5949	Part C.T.	6714	✓ 72
Pt.Lot 45	Deposited Plan 5949	Part C.T.	3595	✓ 220
Pt.Lot 46	Deposited Plan 5949	Part C.T.	4064	✓ 225 / P
Being the land delineated on the plan hereunto annexed marked "K" *				
Pt.Lot 36	Deposited Plan 5949	Part C.T.	2572	✓ 47
Pt.Lot 35	Deposited Plan 5949	Part C.T.	4649	✓ 175 & 176
Pt.Lot 39	Deposited Plan 5949	Part C.T.	2572	✓ 37
Being the land delineated on the plan hereunto annexed marked "L" *				
Pt.Lot 23	Deposited Plan 5949	Part C.T.	2530	✓ 92 / P
Pt.Lots 28 & 31	Deposited Plan 5949	Part C.T.	4405	✓ 53 / P
Being the land delineated on the plan hereunto annexed marked "M" *				
Pt.Portions 142, 106,151,125 & 152	Wingen Brisbane	Part C.T.	4780	248
Being the land delineated on the plan hereunto annexed marked "N" *				
Pt.Portions 160 to 163 inclusive	Wingen Brisbane	Part C.G.	5266	195
Being the land delineated on the plan hereunto annexed marked "O" *				
Pt.Portion 159	Wingen Brisbane	Part C.G.	4054	237
Pt.Portion 173	Wingen Brisbane	Part C.T.	4254	99
Pt.Portion 172	Wingen Brisbane	Part C.G.	2702	106
Being the land delineated on the plan hereunto annexed marked "P" *				
Pt.Portion 183	Wingen Brisbane	Part C.G.	2964	180
Being the land delineated on the plan hereunto annexed marked "Q" *				

* See page 4 for litho number
 * " " " " " "

16357RP

not included
in M/R

Agrees with
Plan AS.
Agrees with
Plan AK.

Re Plan AK
Par 30 not
included in M/R
NVA.

Re Plan AL
Par 28 & 30 not
included in M/R
NVA.

Not included
in M/R.

Not included
in M/R.

Re Plan J
Par 53 not included
in Crown Law

This is the copy Gazette Notification referred to in the annexed Certificate.

Witness Kubaneigh

Kynan

16357pp.1

H 706368

No. _____

LODGED by
 State Crown Solicitor,
 237 Macquarie Street,
 Sydney.

NOTICE OF RESUMPTION

Passed SDB as regards plans V, Z and AE.
 Refs: 5192/193, 6747/82, 7118/77, 7176/22, 7500/192, 7608/74, 767.
 Passed in SDB as regards plan W. 2/9/61
 Vol. 1119 Fol. 125, Vol. 3682 Fol. 193, Vol. 8264 Fol. 230.

Passed in SDB as regards plans
 C, N, L, O refs. 4750/248, 5266/195, 7278/138-141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

Passed as regards plan "B" c/f Vol. 14370 Fol. 32. 28/9/62
 Passed as regards plans "AD" & "AE"
 c/f Vol. 1625 Fol. 141, Vol. 1719 Fol. 126, ✓
 Vol. 1912 Fol. 26, Vol. 2967 Fol. 205, Vol. 3457
 Fol. 239, Vol. 4906 Fol. 173 & Vol. 7602, plans
 Fol. 33, Vol. 2012 Fol. 6 v. ✓
 Passed in SDB as regards plan U 28/9/63
 Passed SDB as regards plan F 21/9/63.
 Passed SDB re. all remaining plans.
 I.M.
 11/4/64.

**PARTICULARS ENTERED FOURTHLY
 IN REGISTER BOOK**

VOL.	FOL.	VOL.	FOL.	VOL.	FOL.
3838	141	7314	21		
3979	41	7341	27		
6381	16				

on the 11th July 1963
 at 12 o'clock noon
 J. J. J. Registrar General

**PARTICULARS ENTERED SECONDLY
 IN REGISTER BOOK**

VOL.	FOL.	VOL.	FOL.	VOL.	FOL.
4370	32	5266	195	7276	140
4780	248	7276	138	7276	141
		7276	139	7306	23

at 4 o'clock in the afternoon
 10th December 1962
 Registrar General

**FIRSTLY
 Particulars entered in Register Book**

VOL.	FOL.	VOL.	FOL.	VOLUME	FOLIO
5192	193	7500	193	1118	195
6747	82	7608	74	3682	195
7118	71	7608	75	2264	230
7176	221	7608	77		

the 10th day of February 1964
 at 12 o'clock noon
 Registrar-General

**PARTICULARS ENTERED THIRDLY
 IN REGISTER BOOK**

VOL.	FOL.	VOL.	FOL.
1625	141	3457	239
1719	126	4960	173
1913	26	7602	33
2964	200	2572	47
		2649	125

at 12 o'clock noon
 6th day of April 1963
 Registrar General

Registrar-General
 J. J. J. Registrar General

16357RP

[Published in Government Gazette No. 51 of 22nd April, 1960.]

to 116.3/4/5.

ELECTRICITY COMMISSION ACT, 1950, AS AMENDED.
—PUBLIC WORKS ACT, 1912, AS AMENDED

MUSWELLBROOK-TAMWORTH 330kV TRANSMISSION LINE

Acquisition of Easement

APPLICATION by the Electricity Commission of New South Wales having been made that an easement or right to use the surface and the subsoil or under-surface of the land described in the Schedule hereto be appropriated or resumed for the construction and maintenance of an electricity transmission line, it is hereby notified and declared by His Excellency the Governor, acting with the advice of the Executive Council, that an easement or right as aforesaid over so much of the said land as is shown land is hereby appropriated and an easement or right as aforesaid over so much of the said land as is private property is hereby resumed under Division 1 of Part V of the Public Works Act, 1912, as amended, for the purpose aforesaid; and it is hereby further notified that the said easement or right is vested in the Electricity Commission of New South Wales.

Dated at Sydney, this sixth day of April, 1960.

E. W. WOODWARD, Governor.

By His Excellency's Command,

P. D. HILLS, Minister for Local Government.

SCHEDULE

All that piece or parcel of land situate in the Shire of Muswellbrook, parish of Rowan and county of Durham, being that part of portions 59 and 60 and a part of lot 18, deposited plan 16,352 lying within strips of land 100 feet wide on both sides of the centre line of the transmission line which intersects the south-eastern boundary of the said portion 60 at a point distant 6 chains 4.5 links measured along that boundary north-easterly from the south-western corner of that portion and bears north-westerly through a part of the northern boundary of the said lot 18 distant 41 links and 64.2 links westerly from the southernmost south-eastern corner of lot 17, deposited plan 16,352,—and said to be in the possession of Maynard L. Baker and Sidney Wade.

Also, all that piece or parcel of land situate in the Shire of Muswellbrook, parishes of Rowan and Russell and county of Durham, being that part of lot 16, deposited plan 16,352 of that part of portion 8, parish of Russell lying within said land 100 feet wide on both sides of the centre line of the transmission line which intersects the southern boundary of the said lot 16 at a point distant 14 chains 6.2 links west from the southernmost south-eastern corner of that lot and bears north-westerly through a point on the northern boundary of the said portion 8 distant 19 chains 60.4 links westerly from the north-eastern corner of that portion but excluding thereout the site of the reserved road 1 chain wide shown in plan catalogued R. 7,468-1,603,—and said to be in the possession of Harold W. E. Watts.

Also, all that piece or parcel of land situate in the Shire of Muswellbrook, parish of Russell and county of Durham, being that part of portions 77 and 79 lying within strips of land 100 feet wide on both sides of the centre line of the transmission line which intersects the southern boundary of the said portion 79 at a point distant 73.6 links easterly from the south-western corner of that portion and bears north-westerly through a point on the northern boundary of the said portion 77 distant 8 chains 85.7 links westerly from the north-eastern corner of that portion but excluding thereout the site of the reserved road 1 chain wide within the said portion 77,—and said to be in the possession of Thomas J. Maloney and others.

Also, all that piece or parcel of land situate as last aforesaid, being that part of portions 75, 27 and 26 lying within strips of land 100 feet wide on both sides of the centre line of the transmission line which intersects the southern boundary of the said portion 75 at a point distant 8 chains 85.7 links westerly from the south-eastern corner of that portion and bears north-westerly through a point on the western boundary of the said portion 26 distant 9 chains 5.3 links southerly from the north-western corner of that portion but excluding thereout the site of the reserved road 1 chain wide within the said portion 75,—and said to be in the possession of Matthew F. Maloney and others.

Also, all that piece or parcel of land situate in the Shires of Muswellbrook and Scone, parish of Russell and county of Durham, being that part of portions 127 and 128 lying within strips of land 100 feet wide on both sides of the centre line of the transmission line which intersects the easternmost

eastern boundary of the said portion 128 at a point distant 11 chains 38.5 links northerly from the southernmost corner of that portion and bears north-westerly through a point on the northernmost northern boundary of the said portion 127 distant 10 chains 62.1 links westerly from the northernmost north-eastern corner of that portion,—and said to be in the possession of Australian Chilling and Freezing Company Limited.

Also, all that piece or parcel of land situate in the Shire of Scone, parish of Russell and county of Durham, being that part of lots 4 and 5, plan annexed to dealing B. 470,638 and that part of the land comprised in Certificate of Title volume 7,132 folio 133 lying within strips of land 100 feet wide on both sides of the centre line of the transmission line which intersects the southernmost southern boundary of the said land comprised in Certificate of Title, volume 7,132 folio 133 at a point distant 32 chains 1 link easterly from the southernmost south-western corner of that land and bears north-westerly through a point on the north-western boundary of the said lot 4 distant 2 chains 42 links south-westerly from the southernmost corner of the land shown in plan annexed to dealing G. 354,806 but excluding thereout the site of the reserved road 1 chain wide shown on plan catalogued R. 754-1,603,—and said to be in the possession of Marion L. Babbage and John Park Fleming.

Also, all that piece or parcel of land situate as last aforesaid, being that part of lot 3, plan annexed to dealing B. 470,637 lying within strips of land 100 feet wide on both sides of the centre line of the transmission line which intersects the south-eastern boundary of the said lot 3 at a point distant 2 chains 42 links south-westerly from the southernmost corner of the land shown in plan annexed to dealing G. 354,806 and thence bears north-westerly through a point on the left bank of the Hunter River,—and said to be in the possession of David J. L. Fleming and others.

Also, all that piece or parcel of land situate in the Shire of Scone, parish of Macquarie and county of Brisbane, being that part of lots 1 and 2, plan annexed to dealing B. 470,637 and that part of the closed roads shown in plan catalogued R. 24,181-1,603 lying within strips of land 100 feet wide on both sides of the centre line of the transmission line which intersects the westernmost northern boundary of the said lot 1 at a point distant 38 chains 28.4 links easterly from the north-western corner of that lot and thence bears south-easterly through a point on the right bank of the Hunter River but excluding thereout the land resumed for road shown in plan catalogued R. 24,181-1,603,—and said to be in the possession of Thomas H. Fleming and Naomi M. F. Fleming.

Also, all that piece or parcel of land situate as last aforesaid, being that part of lot 29, deposited plan 3,847 lying within strips of land 100 feet wide on both sides of the centre line of the transmission line which intersects the southern boundary of the said lot 29 at a point distant 38 chains 28.4 links easterly from the south-western corner of that lot and bears north-westerly through a point on the western boundary of the said lot 29 distant 3 chains 10 links southerly from the south-western corner of that lot,—and said to be in the possession of Lionel B. Israel.

Also, all that piece or parcel of land situate in the Shire of Scone, parish of Scone and county of Brisbane, being that part of lots 30 to 33 inclusive, plan catalogued 3,868 (L) lying within strips of land 100 feet wide on both sides of the centre line of the transmission line which intersects the eastern boundary of the said lot 33 at a point distant 1 chain 56 links southerly from the north-western corner of lot 29, deposited plan 3,847,—and said to be in the possession of Jock D. Robertson and others.

Also, all that piece or parcel of land situate as last aforesaid, being that part of portions 10, 12, 13, 16 and 18, deposited plan 11,961 lying within strips of land 100 feet wide on both sides of the centre line of the transmission line which intersects the southern boundary of the said portion 10 at a point distant 47 chains 96.2 links easterly from the north-eastern corner of that portion and bears north-westerly through a point on the northern boundary of the said lot 18 distant 32 chains 14 links easterly from the north-eastern corner of that lot,—and said to be in the possession of Jock D. Robertson and others.

Also, all that piece or parcel of land situate as last aforesaid, being that part of portions 83 and 89 lying within strips of land 100 feet wide on both sides of the centre line of the transmission line which intersects the southern boundary of the said portion 83 at a point distant 29 chains 54 links easterly from the south-eastern corner of that portion and bears north-westerly through a point on the northern boundary of the said portion 83,—and said to be in the possession of Jock D. Robertson and others.

Plan A

Plan C

Plan B

Plan D

Plan E

Plan F

Plan G

[Published in Government Gazette No. 51 of 22nd April, 1960.]

to 1163/4/15.

ELECTRICITY COMMISSION ACT, 1950, AS AMENDED.
—PUBLIC WORKS ACT, 1912, AS AMENDED

MUSWELLBROOK-TAMWORTH 330kV TRANSMISSION LINE
Acquisition of Easement

APPLICATION by the Electricity Commission of New South Wales having been made that an easement or right to use the surface and the subsoil or undersurface of the land described in the Schedule hereto be appropriated or resumed for the construction and maintenance of an electricity transmission line, it is hereby notified and declared by His Excellency the Governor, acting with the advice of the Executive Council, that an easement or right as aforesaid over so much of the said land as is Crown land is hereby appropriated and an easement or right as aforesaid over so much of the said land as is private property is hereby resumed under Division I of Part V of the Public Works Act, 1912, as amended, for the purpose aforesaid; and it is hereby further notified that the said easement or right is vested in the Electricity Commission of New South Wales.

Dated at Sydney, this sixth day of April, 1960.

E. W. WOODWARD, Governor.

By His Excellency's Command,

P. D. HILLS, Minister for Local Government.

SCHEDULE

All that piece or parcel of land situate in the Shire of Muswellbrook, parish of Rowan and county of Durham, being that part of portions 59 and 60 and that part of lot 18, deposited plan 16,352 lying within strips of land 100 feet wide on both sides of the centre line of the transmission line which intersects the south-eastern boundary of the said portion 60 at a point distant 6 chains 4.5 links measured along that boundary north-easterly from the south-western corner of that portion and bears north-westerly through a point on the northern boundary of the said lot 18 distant 46 chains 64.2 links westerly from the southernmost south-eastern corner of lot 17, deposited plan 16,352, and said to be in the possession of Maynard L. Baker and Sidney Wade.

Also, all that piece or parcel of land situate in the Shire of Muswellbrook, parishes of Rowan and Russell and county of Durham, being that part of lot 16, deposited plan 16,352 and that part of portion 8, parish of Russell lying within strips of land 100 feet wide on both sides of the centre line of the transmission line which intersects the southern boundary of the said lot 16 at a point distant 14 chains 6.2 links westerly from the southernmost south-eastern corner of that lot and bears north-westerly through a point on the northern boundary of the said portion 8 distant 19 chains 60.4 links westerly from the north-eastern corner of that portion but excluding thereout the site of the reserved road 1 chain wide shown in plan catalogued R. 7,468-1,603, and said to be in the possession of Harold W. E. Watts.

Also, all that piece or parcel of land situate in the Shire of Muswellbrook, parish of Russell and county of Durham, being that part of portions 77 and 79 lying within strips of land 100 feet wide on both sides of the centre line of the transmission line which intersects the southern boundary of the said portion 79 at a point distant 73.6 links easterly from the south-western corner of that portion and bears north-westerly through a point on the northern boundary of the said portion 77 distant 8 chains 85.7 links westerly from the north-eastern corner of that portion but excluding thereout the site of the reserved road 1 chain wide within the said portion 77, and said to be in the possession of Thomas J. Maloney and others.

Also, all that piece or parcel of land situate as last aforesaid, being that part of portions 75, 27 and 26 lying within strips of land 100 feet wide on both sides of the centre line of the transmission line which intersects the southern boundary of the said portion 75 at a point distant 8 chains 85.7 links westerly from the south-eastern corner of that portion and bears north-westerly through a point on the western boundary of the said portion 26 distant 9 chains 5.3 links southerly from the north-western corner of that portion but excluding thereout the site of the reserved road 1 chain wide within the said portion 75, and said to be in the possession of Matthew F. Maloney and others.

Also, all that piece or parcel of land situate in the Shires of Muswellbrook and Scone, parish of Russell and county of Durham, being that part of portions 127 and 128 lying within strips of land 100 feet wide on both sides of the centre line of the transmission line which intersects the easternmost

eastern boundary of the said portion 128 at a point distant 11 chains 38.3 links northerly from the southernmost corner of that portion and bears north-westerly through a point on the northernmost northern boundary of the said portion 127 distant 10 chains 62.1 links westerly from the northernmost north-eastern corner of that portion, and said to be in the possession of Australian Chilling and Freezing Company Limited.

Also, all that piece or parcel of land situate in the Shire of Scone, parish of Russell and county of Durham, being that part of lots 4 and 5, plan annexed to dealing B. 470,638 and that part of the land comprised in Certificate of Title volume 7,132 folio 133 lying within strips of land 100 feet wide on both sides of the centre line of the transmission line which intersects the southernmost southern boundary of the said land comprised in Certificate of Title, volume 7,132 folio 133 at a point distant 32 chains 3 links easterly from the southernmost south-western corner of that land and bears north-westerly through a point on the north-western boundary of the said lot 4 distant 2 chains 42 links south-westerly from the southernmost corner of the land shown in plan annexed to dealing G. 354,806 but excluding thereout the site of the reserved road 1 chain wide shown on plan catalogued R. 754-1,603, and said to be in the possession of Marion L. Babbage and John Park Fleming.

Also, all that piece or parcel of land situate as last aforesaid, being that part of lot 3, plan annexed to dealing B. 470,637 lying within strips of land 100 feet wide on both sides of the centre line of the transmission line which intersects the south-eastern boundary of the said lot 3 at a point distant 2 chains 42 links south-westerly from the southernmost corner of the land shown in plan annexed to dealing G. 354,806 and thence bears north-westerly through a point on the left bank of the Hunter River, and said to be in the possession of David J. L. Fleming and others.

Also, all that piece or parcel of land situate in the Shire of Scone, parish of Macquean and county of Brisbane, being that part of lots 1 and 2, plan annexed to dealing B. 470,637 and that part of the closed roads shown in plan catalogued R. 24,181-1,603 lying within strips of land 100 feet wide on both sides of the centre line of the transmission line which intersects the westernmost northern boundary of the said lot 1 at a point distant 38 chains 28.4 links easterly from the north-western corner of that lot and thence bears south-easterly through a point on the right bank of the Hunter River but excluding thereout the land resumed for road shown in plan catalogued R. 24,181-1,603, and said to be in the possession of Thomas H. Fleming and Naomi M. F. Fleming.

Also, all that piece or parcel of land situate as last aforesaid, being that part of lot 29, deposited plan 3,847 lying within strips of land 100 feet wide on both sides of the centre line of the transmission line which intersects the southern boundary of the said lot 29 at a point distant 38 chains 28.4 links easterly from the south-western corner of that lot and bears north-westerly through a point on the western boundary of the said lot 29 distant 3 chains 10 links southerly from the north-western corner of that lot, and said to be in the possession of Lionel B. Israel.

Also, all that piece or parcel of land situate in the Shire of Scone, parish of Scone and county of Brisbane, being that part of lots 30 to 33 inclusive, plan catalogued 3,868 (L) lying within strips of land 100 feet wide on both sides of the centre line of the transmission line which intersects the eastern boundary of the said lot 33 at a point distant 1 chain 56 links southerly from the north-western corner of lot 29, deposited plan 3,847 and bears north-westerly through a point on the northern boundary of the said lot 30 distant 47 chains 96.2 links westerly from the north-eastern corner of that lot, and said to be in the possession of Jock D. Robertson and others.

Also, all that piece or parcel of land situate as last aforesaid, being that part of lots 9, 10, 12, 13, 16 and 18, deposited plan 11,961 lying within strips of land 100 feet wide on both sides of the centre line of the transmission line which intersects the southern boundary of the said lot 12 at a point distant 47 chains 96.2 links westerly from the south-eastern corner of that lot and bears north-westerly through a point on the northern boundary of the said lot 18 distant 32 chains 14 links easterly from the north-western corner of that lot, and said to be in the possession of Danmark Limited, and others.

Also, all that piece or parcel of land situate as last aforesaid, being that part of portions 82, 83 and 89 lying within strips of land 100 feet wide on both sides of the centre line of the transmission line which intersects the southern boundary of the said portion 83 at a point distant 29 chains 54 links easterly from the south-western corner of that portion and bears north-westerly through a point on the north-eastern

Plan A aspect

Plan B aspect

Plan C aspect

Plan D aspect

Plan E aspect

Plan F aspect

Plan G aspect

Plan H aspect

Plan I aspect

Plan J aspect

mission line which intersects the northern boundary of the said portion 60 at a point distant 14 chains 53 links easterly from the south-western corner of the land shown in plan "A" annexed to dealing C. 703,877 and thence bears south-easterly through a point on the left bank of Campbell's Creek, - and said to be in the possession of George R. Benham.

Also, all that piece or parcel of land situate as last aforesaid, being that part of the land shown in plan "A" annexed to dealing C. 703,877 lying within strips of land 100 feet wide on both sides of the centre line of the transmission line which intersects the southern boundary of the said land shown in plan "A" annexed to dealing C. 703,877 at a point distant 14 chains 53 links easterly from the south-western corner of that land and bears north-westerly through a point on the generally north-western boundary of the said land shown in plan "A" distant 10 chains 53.2 links measured along that boundary north-easterly from the south-western corner of that land, -and said to be in the possession of George R. Benham.

Also, all that piece or parcel of land situate as last aforesaid, being that part of the land shown in plan catalogued Ms. 104 Th. and that part of portion 28 Rem. extending from the north-western boundary of the land shown in plan "A" annexed to dealing C. 703,877 to the westernmost western boundary of the said portion 28 rem. lying within strips of land 100 feet wide on both sides of the centre line of the transmission line which intersects the said north-western boundary of the land shown in plan "A" annexed to dealing C. 703,877 at a point distant 10 chains 53.2 links measured along that boundary north-easterly from the south-western corner of that land and bears north-westerly through a point on the said westernmost western boundary of portion 28 rem. distant 3 chains 75.7 links southerly from the westernmost north-western corner of that portion but excluding thereout the site of the road 1 chain wide shown on plan catalogued R. 1,551-1,603, -and said to be in the possession of J. K. Norvill Pty. Ltd. and others.

Also, all that piece or parcel of land situate as last aforesaid, being that part of portion 27 lying within strips of land 100 feet wide on both sides of the centre line of the transmission line which intersects the eastern boundary of the said portion 27 at a point distant 68 chains 52.3 links northerly from the south-eastern corner of that portion and thence bears north-westerly through a point on the right bank of Page's River but excluding thereout the site of the road 1 chain wide shown in plan catalogued R. 1,114-1,603 and the Main Northern Railway land, -and said to be in the possession of Oscar H. Teys and Stanley M. Teys.

Also, all that piece or parcel of land situate as last aforesaid, being that part of the land fourteenthly described in deed registered Book 1,463 No. 948 lying within strips of land 100 feet wide on both sides of the centre line of the transmission line which intersects the generally northern boundary of the said land fourteenthly described in deed registered Book 1,463 No. 948 at a point distant 1 chain 23.6 links easterly from the angle formed in that boundary by lines bearing 70 degrees 55 minutes and 87 degrees 54 minutes and thence bears south-easterly through a point on the left bank of Page's River, -and said to be in the possession of Elsie M. Arnott.

Also, all that piece or parcel of land situate as last aforesaid, being that part of portion 1c extending from the generally northern boundary of the land fourteenthly described in deed registered Book 1,463 No. 948 to the western boundary of the said portion 1c and that part of portions 26 and 81 lying within strips of land 100 feet wide on both sides of the centre line of the transmission line which intersects the said generally northern boundary of the land fourteenthly described in deed registered Book 1,463 No. 948 at a point distant 1 chain 23.6 links easterly from the angle formed in that boundary by lines bearing 70 degrees 55 minutes and 87 degrees 54 minutes and bears north-westerly through a point on the western boundary of the said portion 81 distant 38.2 links northerly from the south-western corner of that portion but excluding thereout the site of the road of variable width from Tamworth to Murrundi within the said portion 1c which forms the said generally northern boundary of the land fourteenthly described in deed registered Book 1,463 No. 948, -and said to be in the possession of Athol J. Frith and others.

Also, all that piece or parcel of land situate in the Shire of Murrurundi, parish of Temi and county of Buckland, being that part of portions 87, 135, 178 and 179 lying within strips of land 100 feet wide on both sides of the centre line of the transmission line which intersects the eastern boundary of the said portion 135 at a point distant 16 chains 79 links southerly from the north-eastern corner of that portion and bears generally north-westerly through a point on the northern boundary of the said portion 178 distant 20 chains 48.9 links westerly from the north-eastern corner of that portion, -and said to be in the possession of William H. Press.

Also, all that piece or parcel of land situate as last aforesaid, being that part of portions 176, 125, 126, 172, 173, 141, 144, 206, 184, 183, 160, 157 and 158, lying within strips of land 100 feet wide on both sides of the centre line of the transmission line which intersects the southernmost southern boundary of the said portion 176 at a point distant 19 chains 34 links westerly from the south-eastern corner of that portion and thence bears north-easterly through a point on the left bank of Chilco's Creek but excluding thereout the sites of the roads within the said portions 144 and 206, -and said to be in the possession of Dorothy I. Hughes and others.

Also, all those pieces or parcels of land situate as last aforesaid, being that part of portions 28, 207 and 162 lying within strips of land 100 feet wide on both sides of the centre line of the transmission line which intersects the northern boundary of the said portion 28 at a point distant 2 chains 25.1 links easterly from the north-western corner of that portion and thence bears generally southerly through a point on the right bank of Chilcott's Creek but excluding thereout the site of the reserved road 1 chain wide within the said portion 162, -and said to be in the possession of Horace C. S. H. Swain and Errol A. Porter.

Also, all that piece or parcel of land situate as last aforesaid, being that part of portions 159 and 198 lying within strips of land 100 feet wide on both sides of the centre line of the transmission line which intersects the northern boundary of portion 28 at a point distant 2 chains 25.1 links easterly from the north-western corner of that portion and bears northerly through a point on the generally northern boundary of the said portion 198 distant 2 chains 5.2 links north-easterly from the angle formed in that boundary by lines bearing 93 degrees 18 minutes and 72 degrees 49 minutes as shown in plan catalogued B. 3,212-1,788, -and said to be in the possession of Leslie R. Ingall and others.

Also, all that piece or parcel of land situate in the Shire of Tamarang, parish of Loder and county of Buckland, being that part of portions 261, 244, 72, 275, 195, 75 and 20 lying within strips of land 100 feet wide on both sides of the centre line of the transmission line which intersects the generally southern boundary of the said portion 261 at a point distant 30 chains 30.8 links measured along that boundary south-westerly from the easternmost south-eastern corner of that portion and bears north-easterly through a point on the northern boundary of the said portion 20 distant 11 chains 2.4 links westerly from the north-eastern corner of that portion but excluding thereout the site of the reserved road 1 chain wide within the said portion 195, -and said to be in the possession of Leslie R. Ingall and others.

Also, all that piece or parcel of land situate as last aforesaid, being that part of portions 221, 222, 242, 177, 256 and 42 lying within strips of land 100 feet wide on both sides of the centre line of the transmission line which intersects the westernmost southern boundary of the said portion 222 at a point distant 2 chains 74 links easterly from the westernmost south-western corner of that portion and bears north-easterly through a point on the northernmost northern boundary of the said portion 42 distant 11 chains 35.3 links westerly from the northernmost north-eastern corner of that portion but excluding thereout the site of the road 1 chain wide within the said portions 221 and 242, -and said to be in the possession of Wilson Brothers "Woodton" Pty. Ltd.

Also, all that piece or parcel of land situate in the Shire of Tamarang, parishes of Loder and Wallabadah and county of Buckland, being that part of portions 243, 228 and 193, parish of Loder and that part of portions 227, 142 and 143, parish of Wallabadah, lying within strips of land 100 feet wide on both sides of the centre line of the transmission line which intersects the southern boundary of the said portion 243 at a point distant 11 chains 24.4 links westerly from the south-eastern corner of that portion and bears north-easterly through a point on the southern boundary of portion 188 parish of Wallabadah, distant 12 chains 79.5 links easterly from the south-western corner of that portion but excluding thereout the site of the road 1 chain wide within the said portion 227, -and said to be in the possession of Wilson Brothers "Woodton" Pty. Ltd. and William F. Uffeller.

Also, all that piece or parcel of land situate in the Shire of Tamarang, parish of Wallabadah and county of Buckland, being that part of portions 188, 187, 184, 183, 114, 111, 335, 190, 191, 199, 192, 61, 60, 59, 202 rem. and 107 rem. and that part of the closed road within the said portion 111 lying within strips of land 100 feet wide on both sides of the centre line of the transmission line which intersects the southern boundary of the said portion 188 at a point distant 12 chains 79.5 links easterly from the south-western corner of that portion and bears north-easterly through a point on the generally southern boundary of portion 361 distant 24 chains 77.7 links north-easterly from the angle formed in that boundary by lines bearing 100 degrees 58 minutes 30 seconds and 68 degrees 10 seconds as shown on plan catalogued B. 4,391-

3 lines (646.5, 324 + 62.7 links)

Vertical handwritten notes on the left margin, including "Plan A", "Plan B", and "Plan C".

Vertical handwritten notes on the right margin, including "Plan A", "Plan B", "Plan C", and "Agrees with 2 Plan A/B/C".

Certificate No: PC2020-1531
Date: 10 March 2020
Applicants Ref: NES:200044

**PLANNING CERTIFICATE
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979**

Applicant: *Owner (as recorded by Council):*

Countrywide Legal & Business Services
DX 6121
TAMWORTH NSW 2340

Mr GJ James
Ellwood
11728 New England Highway
GAROO NSW 2340

Land: 11728 New England Highway GAROO NSW 2340
Lot 78 DP 755341

This certificate is provided pursuant to Section 10.7(2) of the Act. At the date of this certificate, the subject land is affected by the following matters.

Names of relevant planning instruments and development control plans

Note: Current environmental planning instruments (State environmental planning policies, regional environmental plans and local environmental plans) may be viewed at the NSW Government legislation web-site – www.legislation.nsw.gov.au.

Names of relevant State Environmental Planning Policies

1. State Environmental Planning Policy No 21-Caravan Parks
2. State Environmental Planning Policy No 33-Hazardous and Offensive Development
3. State Environmental Planning Policy No 36-Manufactured Home Estates
4. State Environmental Planning Policy No 44-Koala Habitat Protection
5. State Environmental Planning Policy No 50-Canal Estate Development
6. State Environmental Planning Policy No 55-Remediation of Land
7. State Environmental Planning Policy No 64-Advertising and Signage
8. State Environmental Planning Policy No 65-Design Quality of Residential Apartment Development
9. State Environmental Planning Policy No 70-Affordable Housing (Revised Schemes)
10. State Environmental Planning Policy (Affordable Rental Housing) 2009
11. State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004
12. State Environmental Planning Policy (Concurrences) 2018
13. State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017
14. State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
15. State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004
16. State Environmental Planning Policy (Infrastructure) 2007
17. State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007
18. State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007
19. State Environmental Planning Policy (Primary Production and Rural Development) 2019
20. State Environmental Planning Policy (State and Regional Development) 2011
21. State Environmental Planning Policy (State Significant Precincts) 2005

Development Control Plans

22. Tamworth Regional Development Control Plan 2010.

All correspondence should be addressed to the General Manager:

Telephone: 6767 5555
Facsimile: 6767 5499

PO Box 555 (DX 6125)
Tamworth NSW 2340

trc@tamworth.nsw.gov.au
www.tamworth.nsw.gov.au

Zoning and land use under relevant LEPs

23. The subject land is affected by the Tamworth Regional Local Environmental Plan 2010. Under this plan, the land is zoned –

RU1 Primary Production**1. Objectives of zone**

- To encourage sustainable primary industry production by maintaining and enhancing the natural resource base.
- To encourage diversity in primary industry enterprises and systems appropriate for the area.
- To minimise the fragmentation and alienation of resource lands.
- To minimise conflict between land uses within the zone and land uses within adjoining zones.
- To permit subdivision only where it is considered by the Council to be necessary to maintain or increase agricultural production.
- To restrict the establishment of inappropriate traffic generating uses along main road frontages.
- To ensure sound management of land which has an extractive or mining industry potential and to ensure that development does not adversely affect the extractive industry.
- To permit development for purposes where it can be demonstrated that suitable land or premises are not available elsewhere.

2. Permitted without consent

Environmental protection works; Extensive agriculture; Forestry; Home-based child care; Home occupations; Moorings; Roads

3. Permitted with consent

Cellar door premises; Dual occupancy (attached); Dwelling houses; Extractive industries; Farm buildings; Intensive livestock agriculture; Intensive plant agriculture; Kiosks, Landscaping material supplies; Mining; Plant nurseries; Roadside stalls; Rural workers' dwellings; Any other development not specified in item 2 or 4

4. Prohibited

Amusement centres; Cemeteries; Child care centres; Commercial premises; Crematoria; Depots; Eco-tourist facilities; Educational establishments; Entertainment facilities; Exhibition homes; Exhibition villages; Function centres; Health services facilities; Heavy industrial storage establishments; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Mortuaries; Registered clubs; Residential accommodation; Respite day care centres; Restricted premises; Service stations; Serviced apartments; Sex services premises; Storage premises; Vehicle body repair workshops; Vehicle repair stations; Wharf or boating facilities; Wholesale supplies.

24. The Tamworth Regional Local Environmental Plan 2010 contains a development standard in relation to the erection of a dwelling-house on the subject land being either:

- A minimum lot size of 800 hectares as specified by the Lot Size Map pursuant to clause 4.2B(3)(a); or
- A minimum lot or holding size of 200 hectares pursuant to clause 4.2B(3)(b) or 4.2B(3)(f).

For further information, see clause 4.2B of the Plan.

Complying Development*General Housing Code*

25. Development specified as Complying Development for the General Housing Code in Part 3 of the State Environmental Planning Policy (Exempt and Complying Development Code) 2008 may be carried out on the land.

Rural Housing Code

26. Development specified as Complying Development for the Rural Housing Code in Part 3A of the State Environmental Planning Policy (Exempt and Complying Development Code) 2008 may be carried out on the land.

Housing Alterations Code

27. Development specified as Complying Development for the Housing Alterations Code in Part 4 of the State Environmental Planning Policy (Exempt & Complying Development Code) 2008 may be carried out on the land.

General Development Code

28. Development specified as Complying Development for the General Development Code in Part 4A of the State Environmental Planning Policy (Exempt & Complying Development Code) 2008 may be carried out on the land.

Commercial and Industrial Code Alterations Code

29. Development specified as Complying Development for the Commercial and Industrial Alterations Code in Part 5 of the State Environmental Planning Policy (Exempt & Complying Development Code) 2008 may be carried out on the land.

Commercial and Industrial (New Buildings and Additions) Code

30. Development specified as Complying Development for the Commercial and Industrial (New Buildings and Additions) Code in Part 5A of the State Environmental Planning Policy (Exempt & Complying Development Code) 2008 may be carried out on the land.

Subdivisions Code

31. Development specified as Complying Development for the Subdivisions Code in Part 6 of the State Environmental Planning Policy (Exempt & Complying Development Code) 2008 may be carried out on the land.

Demolition Code

32. Development specified as Complying Development for the Demolition Code in Part 7 of the State Environmental Planning Policy (Exempt & Complying Development Code) 2008 may be carried out on the land.

Fire Safety Code

33. Development specified as Complying Development for the Fire Safety Code in Part 8 of the State Environmental Planning Policy (Exempt & Complying Development Code) 2008 may be carried out on the land.

Coastal Protection

34. The land is not affected by the operation of Section 38 or 39 of the Coastal Protection Act.

Mine subsidence

35. The land has not been proclaimed to be a mine subsidence district within the meaning of Section 15 of the Mine Subsidence Compensation Act 1961.

Road widening and road realignment

36. The land is not affected by any road widening or road realignment proposal under:-
(1) section 262 of the Local Government Act, 1919;
(2) an environmental planning instrument; or
(3) any resolution of Council.

Council and other public authority policies on hazard risk restrictions

37. The land is not affected by a policy adopted by any other public authority that has been notified to Council that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).
38. The land is not affected by a policy adopted by Council 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).

Flood related development control information

39. Council is unable to confirm whether or not development on the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls.

Note: Clause 7.2 of the Tamworth Regional Local Environmental Plan 2010 defines the flood planning level as *the level of a 1:100 ARI (average recurrent interval) flood event plus 0.5 metres freeboard*. This Clause was inserted into the Tamworth Regional Local Environmental Plan 2010 by the Minister for Planning after the Council had submitted it to the Minister for approval. The flood planning level is not known by the Council. Consequently the Council has been unable to map the extent of land affected by the flood planning level.

You should conduct studies necessary for determining flood levels in relation to the land if you consider the land may be at or below the flood planning level.

40. Council is unable to confirm whether or not development on the land or part of the land for any other purpose is subject to flood related development controls.

Note: Clause 7.2 of the Tamworth Regional Local Environmental Plan 2010 defines the flood planning level as *the level of a 1:100 ARI (average recurrent interval) flood event plus 0.5 metres freeboard*. This Clause was inserted into the Tamworth Regional Local Environmental Plan 2010 by the Minister for Planning after the Council had submitted it to the Minister for approval. The flood planning level is not known by the Council. Consequently the Council has been unable to map the extent of land affected by the flood planning level.

You should conduct studies necessary for determining flood levels in relation to the land if you consider the land may be at or below the flood planning level.

Land reserved for acquisition

41. There are no environmental planning instruments applying to the land which provide for the acquisition of the land by a public authority, as referred to in Section 27 of the Act.

Contributions plans

42. Tamworth Regional Council Section 94 (Direct) Development Contributions Plan 2013 applies to the land.
43. Tamworth Regional Council Section 94 (Indirect) Development Contributions Plan 2013 applies to the land.

Bushfire Prone Land

44. The subject land is not identified as being "bushfire prone land" on the Bushfire Prone Land Map, certified by the NSW Rural Fire Service.

Contaminated Land Management Act 1997

45. The land to which this certificate relates is not subject to the matters identified by Section 59(2) of the Contaminated Land Management Act 1997. You should carryout your own investigations to determine if the site forms part of the list of NSW contaminated sites notified to the NSW Environment Protection Agency. Further investigations by others may be required if it is considered the site may be contaminated.

Site Compatibility Certificates for Infrastructure

46. Council is not aware of a valid site compatibility certificate (infrastructure) or a site compatibility certificate (schools or TAFE establishments) in respect of proposed development on the land.

Site Compatibility Certificates and Conditions for Affordable Rental Housing

47. Council is not aware of a current site compatibility certificate (affordable rental housing) in respect of proposed development on the land.

Site Compatibility Certificates and Conditions for Seniors Housing

48. Council is not aware of a current site compatibility certificate (seniors housing) in respect of proposed development on the land.

Site Verification Certificates

49. Council is not aware of a valid site verification certificate in respect of the land.

Information Regarding Loose-Fill Asbestos Insulation

50. Some residential homes located in the Tamworth Regional Council Local Government Area have been identified as containing loose fill asbestos insulation, for example in the roof space.

You should make your own enquiries as to the age of the buildings on the land to which this certificate relates and, if it contains a building constructed prior to 1980, it is strongly recommended that any potential purchaser obtain advice from a licensed asbestos assessor to determine whether loose-fill asbestos is present in any building on the land and, if so, the health risks (if any) this may pose for the building's occupants.

Contact NSW Fair Trading for further information.

Affected building notices and building product rectifications orders

51. Council is not aware of any affected building notices or building product rectification orders that are in force in respect of the land.

**Development
Tamworth Regional Council
10 March 2020**

Countrywide Legal & Business Services
DX 6121
TAMWORTH NSW 2340

Dear Sir/Madam

APPLICATION FOR DRAINAGE DIAGRAM

Application No. PC2020-1531

Your Reference. NES:200044

Location: Lot 78 DP 755341
PO 86/4

Ellwood 11728 New England Highway GAROO NSW
2340

It is advised that this property is not serviced by the City Sewage System and there is no record of an on-site sewage management system. Should you require any further information, please contact Council's Planning & Compliance on 6767 5507.

**Development & Approvals
Tamworth Regional Council**

10 March 2020

RURAL LAND REQUISITIONS

Vendor: Gregory John James

Purchaser:

Property: Ellwood 11728 New England Highway Garoo NSW 2340

Dated: 23/03/2020

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.