

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 68668056	NSW DAN:
vendor's agent	Garvin & Cousens Shop 6, 19 Wallamore Road, Tamworth NSW 2340		Phone: 02 6766 2901 Fax: 02 6762 8657 Ref: P J Hetherington
co-agent			
vendor	GUNNALONG PASTORAL CO. PTY. LIMITED 262 Gunnalong Road Bendemeer NSW 2355		
vendor's solicitor	Watson McNamara & Watt 156 Beardy Street Armidale NSW 2350 DX 6002 Armidale NSW		Phone: (02) 6771 0444 Fax: 02 6772 6676 Ref: RJW:79209
date for completion	35 days after the contract date	(clause 15)	Email: rod.watt@wmwsolicitors.com.au
land	GUNNALONG 262 GUNNALONG RD BENDEMEER NSW 2355 (Address, plan details and title reference)		
	Refer to attached Schedule 'A' of lands		

VACANT POSSESSION Subject to existing tenancies
 improvements HOUSE garage carport home unit carspace storage space
 none other: Refer to Schedule 'B' attached
 attached copies documents in the List of Documents as marked or as numbered:
 other documents:

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

inclusions	<input checked="" type="checkbox"/> blinds	<input type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood	<input type="checkbox"/> pool equipment
	<input checked="" type="checkbox"/> clothes line	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels	<input type="checkbox"/> TV antenna
	<input checked="" type="checkbox"/> curtains	<input checked="" type="checkbox"/> other: Some machinery including 2 x tractors, ploughs and fencing materials		

exclusions
purchaser

purchaser's solicitor

Phone:
Fax:
Ref:

price \$
deposit \$
balance \$

Email:

(10% of the price, unless otherwise stated)

contract date

(if not stated, the date this contract was made)

buyer's agent

vendor

witness

GST AMOUNT (optional)
The price includes
GST of: \$

purchaser

JOINT TENANTS

tenants in common

in unequal shares

witness

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

Nominated Electronic Lodgment Network (ELN) (clause 30)

Electronic transaction (clause 30) no YES

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

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

land tax is adjustable NO yes

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

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

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

- not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))
- by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))
- GST-free because the sale is the supply of a going concern under section 38-325
- GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-0
- input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

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

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land	<input type="checkbox"/> 32 property certificate for strata common property
<input checked="" type="checkbox"/> 2 plan of the land	<input type="checkbox"/> 33 plan creating strata common property
<input type="checkbox"/> 3 unregistered plan of the land	<input type="checkbox"/> 34 strata by-laws
<input type="checkbox"/> 4 plan of land to be subdivided	<input type="checkbox"/> 35 strata development contract or statement
<input type="checkbox"/> 5 document that is to be lodged with a relevant plan	<input type="checkbox"/> 36 strata management statement
<input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979	<input type="checkbox"/> 37 strata renewal proposal
<input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)	<input type="checkbox"/> 38 strata renewal plan
<input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)	<input type="checkbox"/> 39 leasehold strata - lease of lot and common property
<input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)	<input type="checkbox"/> 40 property certificate for neighbourhood property
<input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract	<input type="checkbox"/> 41 plan creating neighbourhood property
<input type="checkbox"/> 11 <i>planning agreement</i>	<input type="checkbox"/> 42 neighbourhood development contract
<input type="checkbox"/> 12 section 88G certificate (positive covenant)	<input type="checkbox"/> 43 neighbourhood management statement
<input type="checkbox"/> 13 survey report	<input type="checkbox"/> 44 property certificate for precinct property
<input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i>	<input type="checkbox"/> 45 plan creating precinct property
<input type="checkbox"/> 15 lease (with every relevant memorandum or variation)	<input type="checkbox"/> 46 precinct development contract
<input type="checkbox"/> 16 other document relevant to tenancies	<input type="checkbox"/> 47 precinct management statement
<input type="checkbox"/> 17 licence benefiting the land	<input type="checkbox"/> 48 property certificate for community property
<input type="checkbox"/> 18 old system document	<input type="checkbox"/> 49 plan creating community property
<input type="checkbox"/> 19 Crown purchase statement of account	<input type="checkbox"/> 50 community development contract
<input type="checkbox"/> 20 building management statement	<input type="checkbox"/> 51 community management statement
<input type="checkbox"/> 21 form of requisitions	<input type="checkbox"/> 52 document disclosing a change of by-laws
<input type="checkbox"/> 22 <i>clearance certificate</i>	<input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement
<input type="checkbox"/> 23 land tax certificate	<input type="checkbox"/> 54 document disclosing a change in boundaries
Home Building Act 1989	<input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015
<input type="checkbox"/> 24 insurance certificate	<input type="checkbox"/> 56 information certificate under Community Land Management Act 1989
<input type="checkbox"/> 25 brochure or warning	<input type="checkbox"/> 57 disclosure statement - off the plan contract
<input type="checkbox"/> 26 evidence of alternative indemnity cover	<input type="checkbox"/> 58 other document relevant to off the plan contract
Swimming Pools Act 1992	Other
<input type="checkbox"/> 27 certificate of compliance	<input type="checkbox"/> 59
<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</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

2 Deposit and other payments before completion

2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.

2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.

2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.

2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.

2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.

2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.
- 3 Deposit-bond**
- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Transfer**
- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.
- 5 Requisitions**
- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.
- 6 Error or misdescription**
- 6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

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

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

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

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

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

- 20 Miscellaneous**
- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 served if it is served by the *party* or the *party's solicitor*;
- 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
- 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.
- 23 Strata or community title**
- **Definitions and modifications**
- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

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

- 24 Tenancies**
- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.
- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –

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

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

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

33. The Purchaser acknowledges they do not rely in this Agreement upon any warranty or representation made by the Vendor or any person on behalf of the Vendor except such as are expressly provided herein but has relied entirely upon their own enquiries relating to an inspection of the property AND the Purchaser further acknowledges they accept the property and any chattels and things included in this Agreement in their present condition subject to fair wear and tear.
34. The parties agree fourteen (14) days shall be reasonable and sufficient notice for the purpose of service of any Notice to Complete which either party may be entitled to serve on the other after the completion date.
35. No requisition or objection shall be made or compensation allowed by reason of the fact that there are any roads or reservations of roads traversing the subject property and/or that any gates have been erected across a road or roads traversing the said property and/or that the Vendor does not hold any permits or authorities to enclose roads within the boundaries of the lands sold or to carry rabbit proof or other fencing across any roads dividing or adjoining the said lands or on the ground of the existence of roads not disclosed by the particulars.
36. Road enclosure permits, if any, are included with the sale.
37. The Vendor is not aware of any leases, authorities to enter or the like issued pursuant to the Mining Act; however the property is sold subject to existing mining leases authorities to enter and mineral exploration licences or any application for any such leases authorities to enter or licences affecting the subject property.
38. The Purchaser shall not make any requisitions about or take objection to or claim compensation if it should be found:
 - (a) That any dam has been constructed on any creek or water course passing through the property without authority or that there is any other contravention of the Water Act or regulations thereunder and the Vendor warrants they are not aware of any such contraventions; or
 - (b) That any boundary is unfenced or that any fence is not on the correct boundary or that there are give-and-take fences in relation to any boundary and the Vendor warrants they are not aware of any disputes relating to give-and-take fences.
39. The Vendor will not graze upon the property any more stock than are at present depastured thereon and their progeny.

40. In the event of the Purchaser not completing this Contract by the completion date the Purchaser shall pay in addition to all other monies payable pursuant to this Contract an amount calculated at 10% per annum on the balance of purchase money such interest to be calculated on a daily basis provided that no interest shall be payable during such period as the Vendor is not ready willing and able to complete this Contract.
41. The Purchaser warrants they were not introduced to the Vendor or the property by any Real Estate Agent other than the Real Estate Agent, if any, named in the contract and indemnifies the Vendor against any claim arising out of any breach of this warranty.
- 42. Farm Land (Section 308 A New Tax System (Goods and Services Tax) Act 1999**
- 42.1 The Vendor warrants the property is land on which a farming business has been carried out on for at least five years before the date of this Contract.
- 42.2 The Purchasers warrant that they intend to carry on the farming business on the property.
- 42.3 Notwithstanding the Statement on the front page or any reference elsewhere in this Contract, both the Vendor and the Purchaser agree that if for the purposes of a New Tax System (Goods and Services Tax) Act any part of the property included in this sale does not comprise Farm Land, then such part of the purchase price as relates to that property **does not include** any Goods and Services Tax ("GST").
- 42.4 If any supply referred to in 42.3 is subject to GST, the Purchaser will in addition to the Purchase Price pay the Vendor on demand the amount of the GST payable.
- 42.5 Any payment of GST demanded under this agreement must be paid by the Purchasers by the later of:
- (a) Settlement; or
 - (b) 14 days after a Tax Invoice, which sets out the amount of GST payable is served on the Purchaser.
- 42.6 The Purchaser indemnifies and will indemnify the Vendor from and against any loss, damage, claim or demand to which the Vendor may be or become liable as a result of the Purchaser failing to pay the amount of GST demanded and payable under this agreement.
- 42.7 Rights and obligations under this Clause continue after completion, whether or not other rights and obligations continue.

43. The Vendor advises the Purchaser that there is a sheep dip upon the land which may contain contamination.

The Purchaser acknowledges that he has inspected the property and is aware of the presence of the sheep dip and shall make no objection, requisition or claim for compensation in respect of the sheep dip or any contamination connected with it and will accept the property with the sheep dip in place and without any contamination being rectified.

44. The director of the Vendor, Roderick James Watt, is the Executor of the Estate of the deceased director, Pamela Gail Skinner, and has no personal knowledge of the quarrying operations which were carried out on the property.

The Purchaser purchases the property in its present state of repair and shall make no objection, requisition or claim for compensation in respect of the quarrying works or the non-rehabilitation of the area of the quarry.

Conditions of sale by auction

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

- (1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land:
 - (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
 - (b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
 - (c) The highest bidder is the purchaser, subject to any reserve price.
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
 - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
 - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
 - (g) A bid cannot be made or accepted after the fall of the hammer.
 - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
- (2) The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to an in respect of the sale by auction of residential property or rural land:
 - (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
 - (b) One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.
 - (c) When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.

SCHEDULE 'A'

Reference to Title	Parish	County	Lot	DP	CP	Acres (A : R : P)	Hectares	other
AC 6589-92	Bendemeer	Inglis	60	753831	444.1690	130 2 0	55.81	
AC 6589-92	Bendemeer	Inglis	61	753831	351.1690	130 1 0	52.71	
AC 6589-92	Bendemeer	Inglis	74	753831	507.1690	50 0 0	20.24	
AC 6589-92	Bendemeer	Inglis	75	753831	507.1690	50 0 0	20.24	
AC 6589-92	Bendemeer	Inglis	83	753831	644.1690	60 0 0	24.28	
AC 6589-93	Bendemeer	Inglis	77	753831		40 0 0	16.19	
AC 6589-93	Bendemeer	Inglis	78	753831		40 0 0	16.19	
AC 6589-93	Bendemeer	Inglis	49	753849		200 0 0	80.94	
164/753831	Bendemeer	Inglis	164	753831		1153 0 0	466.61	
96/753831	Bendemeer	Inglis	96	753831		521 3 0	211.15	
						2375 2 0	<u>964.36</u>	

SCHEDULE 'B'

IMPROVEMENTS

Studio

2 stand shearing shed & sheep yard

3 x cattle yards

3 x haysheds

Workshop



FOLIO: AUTO CONSOL 6589-92

SEARCH DATE	TIME	EDITION NO	DATE
20/5/2020	3:57 PM	1	20/5/2020

LAND

LAND DESCRIBED IN SCHEDULE OF PARCELS
LOCAL GOVERNMENT AREA TAMWORTH REGIONAL
PARISH OF BENDEMEER COUNTY OF INGLIS
TITLE DIAGRAM SEE SCHEDULE OF PARCELS

FIRST SCHEDULE

GUNNALONG PASTORAL CO. PTY. LIMITED (T N320086)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
2 AP875006 THIS EDITION ISSUED PURSUANT TO S.111 REAL PROPERTY ACT, 1900

NOTATIONS

UNREGISTERED DEALINGS: NIL

SCHEDULE OF PARCELS

TITLE DIAGRAM

LOT 60 IN DP753831
LOT 61 IN DP753831
LOTS 74-75 IN DP753831
LOT 83 IN DP753831

CROWN PLAN 444.1690
CROWN PLAN 351.1690
CROWN PLAN 507.1690
CROWN PLAN 644.1690.

*** END OF SEARCH ***

15
 30003



PLAN
 of a portion No 60
 Parish of Bendemeer
 COUNTY OF INGLIS

Applied for under the 13th clause of the Crown Lands Alienation Act of 1861 by
 John Edward Shoobert

Sale at Armidale 17th July 1878
 Country lot S... Portion 60
 Vide Wn. 78-822 above lot not bid for
 82.12800, " " withdrawn from selection

Partly within T.S.R. 716 made 7th April 1872

CP 82 255 Armidale for per C1 and C1

Portion ACP 82 255 of 2 Acres } 260 ac 3r
 Comprising also Portion 61



Plan accepted
 25 May 1878
 7.10.5.02
 For alterations in Bed Vide 1351a 2000

Reference to Corners

Corner	Distance	Bearing	Point	Distance	Point
A	850	25 ^o	61cm	11 ¹ / ₂	60
B	544	06	Apple	28 ¹ / ₂	60
C	1728	08	Stringer	17 ¹ / ₂	60
D			No trace		
E	248	30	Poppy	32	60 61
F			Stake		

Reference to Traverse

Station	Bearing	Distance
1	17 ^o 18'	356
2	17 ^o 22'	1122
3	39 ^o 52'	1224
4	9 ^o 30'	104
5	274 ^o 30'	209
1	17 ^o 22'	963
2	35 ^o 52'	1109
3	5 ^o 30'	301

Scale 20 Chains to an Inch
 Marked in accordance with regulations
 Instrument used in Survey Theodolite
 Date of Survey (annexed) 21st October 1875
 Value of Improvements Nil
 Situated in the Rimbunda ham

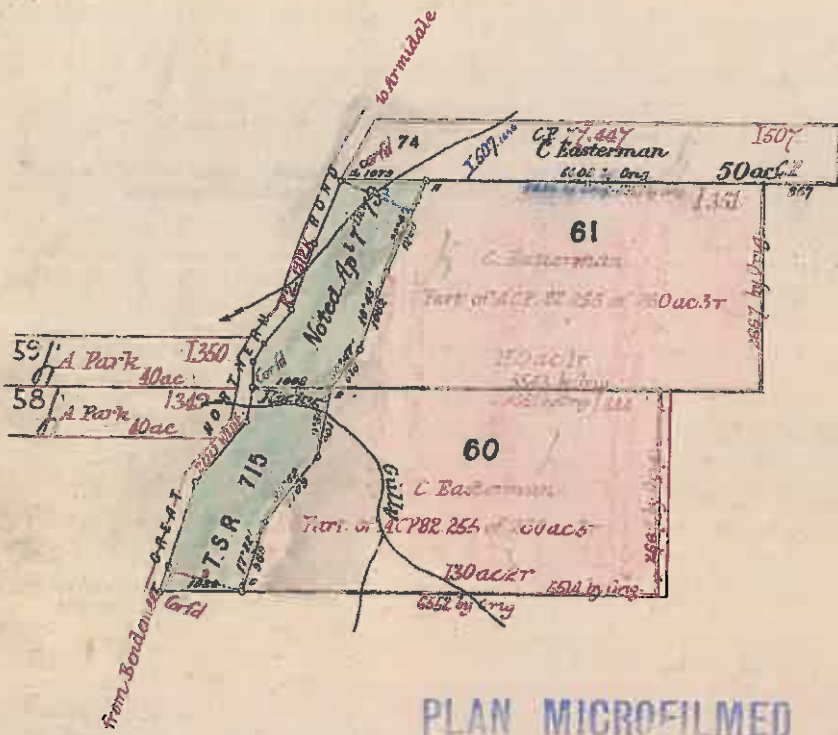
444-1690

Transmitted to the Registrar-General with the letter of the 20th Decr 1876

J.C. Gault
 Licensed Surveyor

PLAN OF PORTION OF T.S.R. 715
 County of Inglis Parish of Bendemeer

Applied for under the ~~clause of the Crown Lands Act of 1862 by~~



[Handwritten signature]
 1986

[Handwritten note:] Examined with reference to original map of State in duplicate
 1906 714 page 22

Reference to Traverses

Line	Bearing	Distance
1	83° 20'	1000
2	99° 20'	994
3	207° 15'	991

By Calculation in the Office

Line	Bearing	Distance
1	83° 20'	1000
2	99° 20'	994
3	207° 15'	991

Completed this survey in accordance with the provisions of the Survey Act of 1881 and the regulations thereunder. I used a theodolite in accordance with the standard of the Sydney Observatory and the lines of the survey have been executed in accordance with the regulations of this Department and the regulations published in the Handbook of Surveyors. I declare that the survey is correct.

78th October

[Handwritten signatures and notes]
 Special 83-185
 351A-1690

[Handwritten signature]
 351A-1690

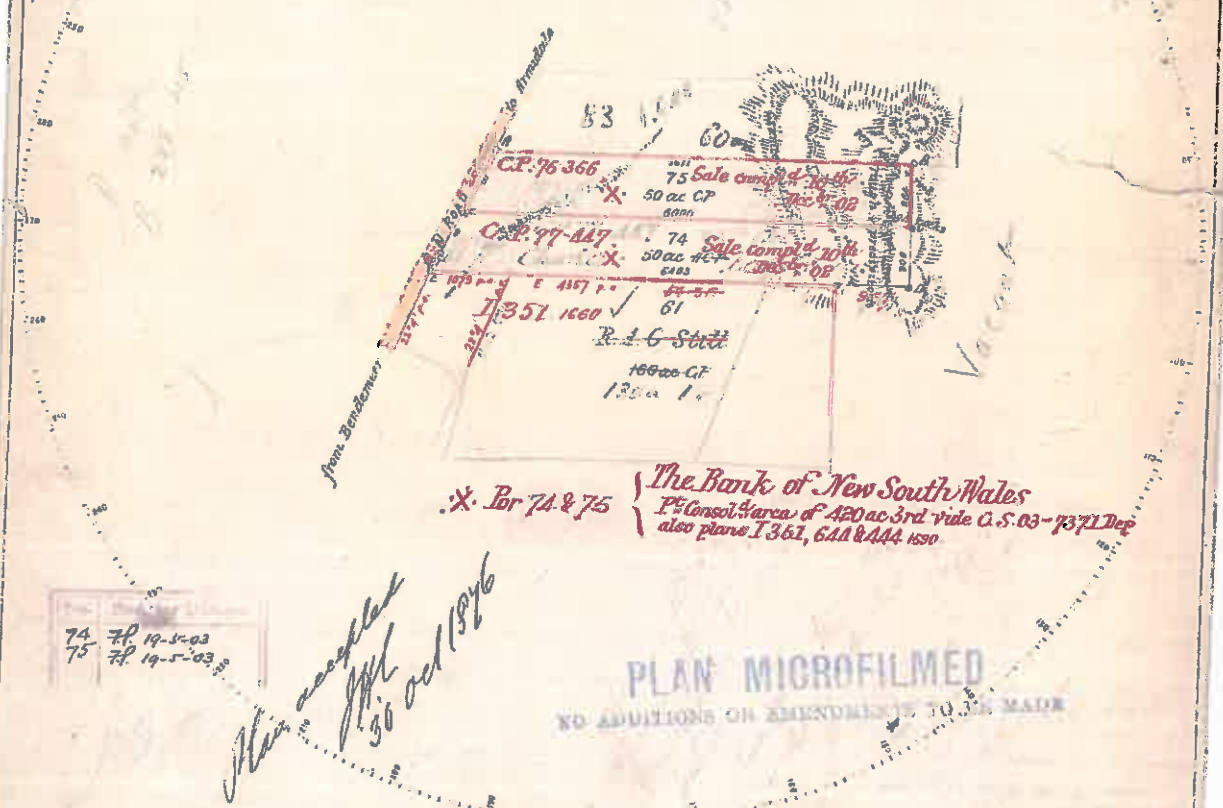
From Bendemeer
 1906 714 page 22

76
 25498

PLAN
 of 2 portions of land
 Parish of Bendemeer
 COUNTY OF INGLIS

Applied for under the 13th clause of the Crown Lands Alienation Act of 1861 by
 Charles Easterman C.P. 75/356. Decr. 2nd
 77 measured for future selection at the option of the Government

NOTE: -In the event of the Conditional Purchase becoming either LAPSED or FORFEITED the plan should be forwarded to the RESERVE BRANCH with a view of including the area in I.S.R. 715 Not. 2nd 7th April '79.



Reference to Corners

Corner	Bearing	Dist	W. m. Dist
A	N 19° 30' E	437	75
B	S 77° 15' W	25	75
C	180°	23	14 75
D	S 83° 09' W	24	74
E	S 20° 51' W	73	74 75
F	S 60° 20' E	73	74 75

Reference to Traverse

Dist	Bearing	Distance
1	209° 42'	260
2	294° 34'	638
3	204° 54'	950

Scale 20 Chains to an Inch

Marked in accordance with regulations
 Instrument used in Survey Theodolite
 Date of Survey 7th February 1876
 Value of Improvements 2.0
 Situated in the Remburch
 Soil
 Timber
 Formation

C.P. 76.9
 2 Contor
 Sep plan
 170

Transmitted to the Survey General with my letter of the
 507-1690
 Licensed Surveyor

1509

ARMIDALE

78
66052



PLAN
 of 1 portion N^o 83
 Parish of Bendemeer
 COUNTY of Inglis

Applied for under the 21st clause of the Crown Lands Alienation Act of 1861 by

Chas Easterman

CP 78/535 of July 1878

NOTE:--In the event of the Conditional Purchase becoming either LAPSED or FORFEITED the plan should be forwarded to the RESERVE BRANCH with a view of including the area in T. S. R. 715 Not^d 7th Apl. 72



The Bank of New South Wales
 1st Class Area of 420 ac 3rds vide G.S. 03-7372 Dep.
 also plans 1361, 507 & 444 2890

PLAN MICROFILMED

NO ADDITIONS OR AMENDMENTS TO BE MADE

Examined for use on 19-5-03

Reference to Corners

Corner	Bearing	Dist	From	To
1	250° 48'	39½	CUM	83
2	152° 48'	17	ST BARK	17
3	60° 18'	39½	STAKE	612

Reference to Inverse

Dist	Bearing	Dist
172° 55'	538° 23'	85-162

Scale 20 Chains to an Inch

Marked in accordance with regulations
 Instrument used in Survey Theodolite
 Date of Survey 10th Aug^r 1878
 Value of Improvements £2
 Situated in the Kimbunda Run

644-1690

Transmitted to the Registrar-General with my letter of the 31st August 1878

W. G. ...
 Registrar-General



FOLIO: 164/753831

SEARCH DATE	TIME	EDITION NO	DATE
20/5/2020	4:02 PM	1	20/5/2020

LAND

LOT 164 IN DEPOSITED PLAN 753831
 AT ROCKY GULLY
 LOCAL GOVERNMENT AREA TAMWORTH REGIONAL
 PARISH OF BENDEMEER COUNTY OF INGLIS
 (FORMERLY KNOWN AS PORTION 164)
 TITLE DIAGRAM CROWN PLAN 2434.1690

FIRST SCHEDULE

GUNNALONG PASTORAL CO PTY LIMITED (T N320086)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 AP875006 THIS EDITION ISSUED PURSUANT TO S.111 REAL PROPERTY ACT, 1900

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Within Keppit Catchment Area, Notified 5th October 1946,
 under the Soil Conservation Act, 1938.

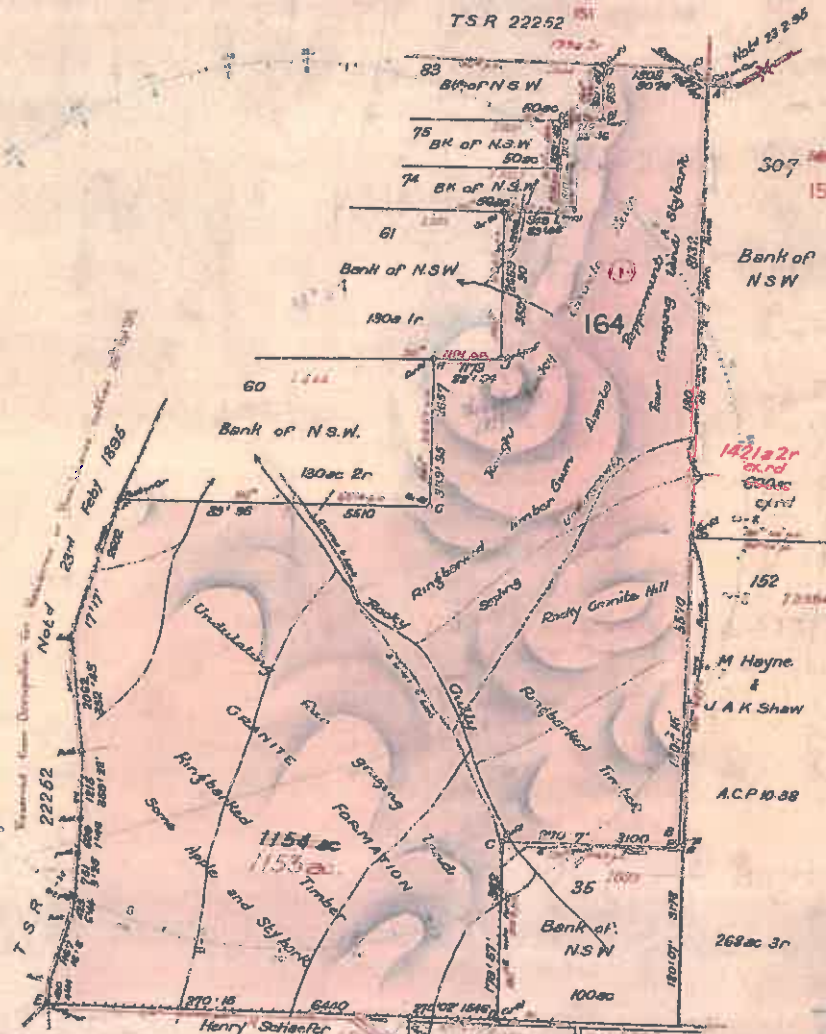
Cancels C.P.L. 498^{as}

PLAN OF PORTION 164
 County of Inghis
 Land District of Armidale
 Resumed Area N°
 Parish of Bendemeer
 Land Board District of Armidale
 Pastoral Holding Eastern Division

13-364

For 164 A.C.P. 17115 of 2nd December,
 Applied for under the 25th Section of the Crown Lands Act of 1939 by **William George Anderson** For the Corporate Trustees of the
 (Conversion of C.L. 4056) **George Anderson** Division of Counties & Armidale

William George Anderson, Sole proprietor Sales 47/1357



Asymmetrical from A to
 Field Book No. 162839 Folio 49-51

Reference to Corners

Point	Bearing	From	Length	2 nd in 1000
A	53° 18'	Sky bank	85	164 307
B	Northward Skittle		35	164
C	Northward Skittle		35	164
D	108° 24'	Dead	27 1/2	164
E	180° 15'	Dead	29 1/2	164
F	Northward Air Post		80	164
G	191° 10'	Pepp ^c	32 1/2	164
H	24° 30'	Sky bank	18 1/2	164
J	76° 22'	Dead	85	164
K	106° 28'	Sky bank	28	164
L	231° 45'	Dead	23 1/2	164
M	171° 0'	Sky bank	26 1/2	164
N	100° 0'	do	38 1/2	164
O	178° 55'	do	38 1/2	164

Value of Improvements Boundary fencing £20.15 (Return)
 Other do £10.0 (Return)
 Ringbarking do £200

Reference to Traverse

Line	Bearing	Distance

PLAN MICROFILMED
 IN ADDITION TO THE ORIGINAL

Filed 11 Sep 1913
 12th Sep 1913

I hereby certify that I am a person named and
 in which are written the bearings and lengths of the lines mentioned in the
 and I declare that the survey has been conducted in accordance with the
 regulations published for the guidance of landowners and the practice
 of the Department of Lands

J. Maxwell
 Licensed Surveyor
 Remitted to the District Surveyor on my letter of 20th June 1913. H.B. 104
 Booklet No. 13-24 passed *J. Maxwell* 1913
 calculation Book No. 162839 Folio 49-51
 Checked and Certified *J. Maxwell* 21/1/13
 Examined *W. Macdonald* 4th Dec 1913
 Plan approved *J. Maxwell* 11/1/13

2434-1690

Scale 20 Chains to an Inch.

12434-1690



FOLIO: 96/753831

SEARCH DATE	TIME	EDITION NO	DATE
20/5/2020	4:01 PM	1	20/5/2020

LAND

LOT 96 IN DEPOSITED PLAN 753831
LOCAL GOVERNMENT AREA TAMWORTH REGIONAL
PARISH OF BENDEMEER COUNTY OF INGLIS
(FORMERLY KNOWN AS PORTION 96)
TITLE DIAGRAM CROWN PLAN 1097.1690

FIRST SCHEDULE

GUNNALONG PASTORAL COMPANY PTY. LIMITED

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 LAND EXCLUDES THE ROAD(S) SHOWN IN CROWN PLAN 16157.1603
- 3 NOTIFICATION IN GOVERNMENT GAZETTE DATED 10.9.1965 FOL 2909: EASEMENT FOR TRANSMISSION LINE AFFECTING THE PART OF THE LAND ABOVE DESCRIBED SHOWN SO BURDENED IN THE TITLE DIAGRAM
O800782 EASEMENT VESTED IN THE NEW SOUTH WALES
ELECTRICITY TRANSMISSION AUTHORITY
- 4 AP875006 THIS EDITION ISSUED PURSUANT TO S.111 REAL PROPERTY ACT, 1900

NOTATIONS

NOTE: THIS FOLIO MAY BE ASSOCIATED WITH A CROWN TENURE WHICH IS SUBJECT TO PAYMENT OF AN ANNUAL RENT. FOR FURTHER DETAILS CONTACT THE LOCAL CROWN LANDS OFFICE AT ARMIDALE

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Eastern Division
 Resumed Area N^o 83
 Rimbanda Pastoral Holding
 6

PLAN OF PORTION 96
 County of Inglis Parishes of Bendemeer & Tara
 LAND DISTRICT OF Armidale LAND BOARD DISTRICT OF Armidale

Applied for under the 54th Section of the Crown Lands Act of 1884 by

Godfrey Doring

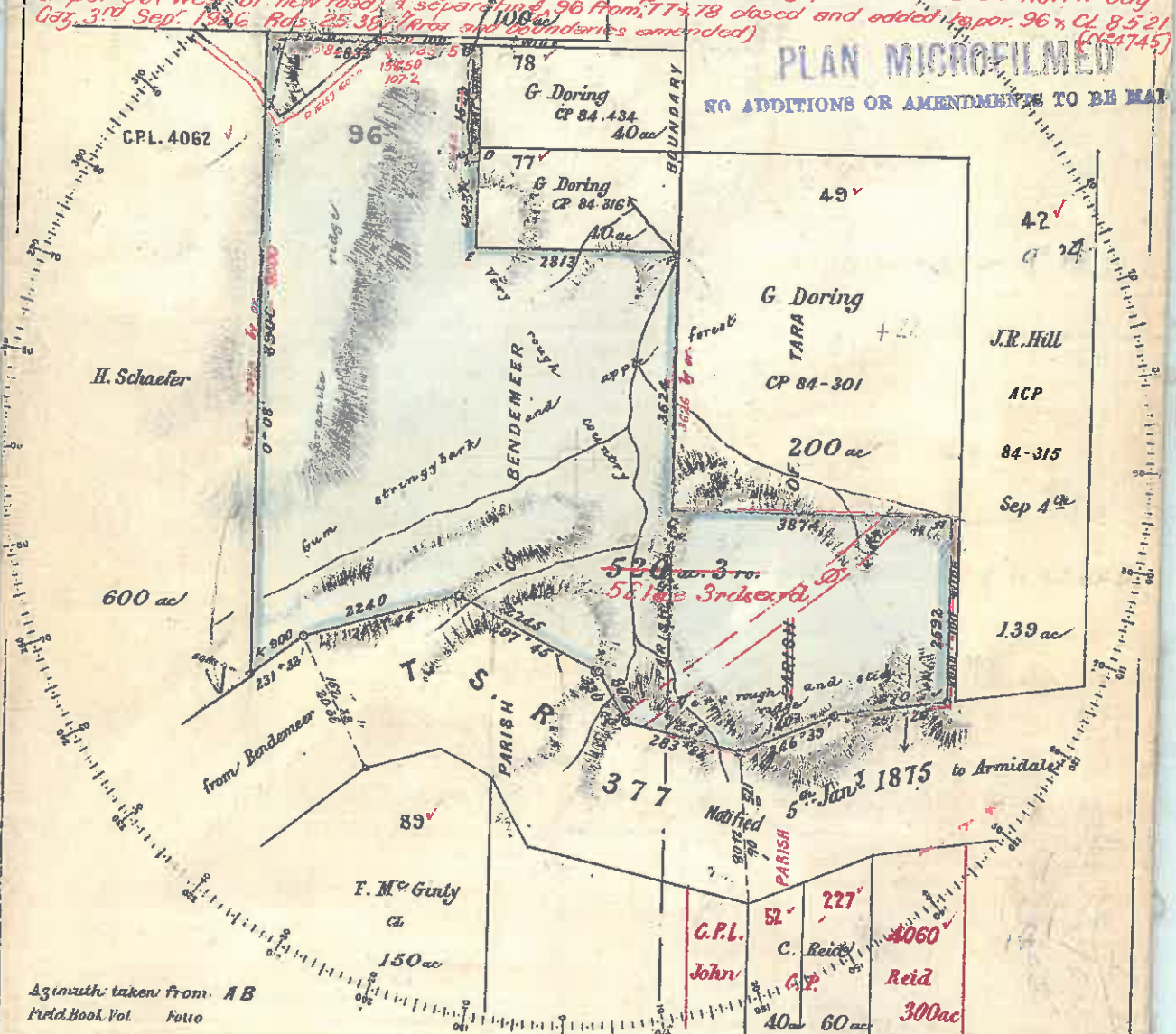
Confirmed 14th Jan^y 86

Essement 200ft wide resumed for Commission Land Gaz 10-9-65
 Por N^o 96 C.L.N^o 85/21 dated 23rd Jan. T. Campbell

Land 2ac resumed for road (R) signs and unnecessary part of road on North bdy of por 96 (West of new road) separating 96 from 77 & 78 closed and added to por. 96. CL 85/21
 G73, 3rd Sep. 1946. Pds 25, 35 (Area and boundaries amended)

PLAN MICROFILMED

NO ADDITIONS OR AMENDMENTS TO BE MADE



Azimuth taken from AB
 Field Book Vol. Folio

Reference to Corners

Corner	Bearing	From	Links	Poles
A	90° 30'	apples	25	96
B	90° 30'	apple	112	96
C	92° 30'	"	59	96
D		peg		96
E	327° 30'	st bark	57	17 - 96
F	322° 25'	gun	102	17 - 96
G	171°	gun	27	49 - 96
H	24°	yel jacket	32	96
J	143°	apple	33	96
K	145°	gun	1	96

Reference to Traverse

Line	Bearing	Distance

I hereby certify that I in person made and on the 4th Sep^r 1887 completed the survey represented on this plan on which are written the bearings & the lengths of the lines measured by me and I declare that the Survey has been executed in accordance with the regulations published for the guidance of Licensed Surveyors and the practice of the Surveyor General's Department.

Charles G. ... Licensed Surveyor

Transmitted to the District Surveyor with my letter of 28 December N^o 87/97
 Voucher N^o 87/67
 Calculator Book N^o 206
 Checked and Certified
 Examined
 Plan approved 21st Feb^r 1888

Situated in the Rimbanda Run
 Value of Improvements Nil

1097-1690 Scale 20 Chains to an Inch

District Surveyor

COCKBURN SHIRE



L B 23 3415
 R/Ls 25 387

PLAN

of lands to be resumed under the Public Roads Act 1902 in connection with the proposed road of access to Par 35.

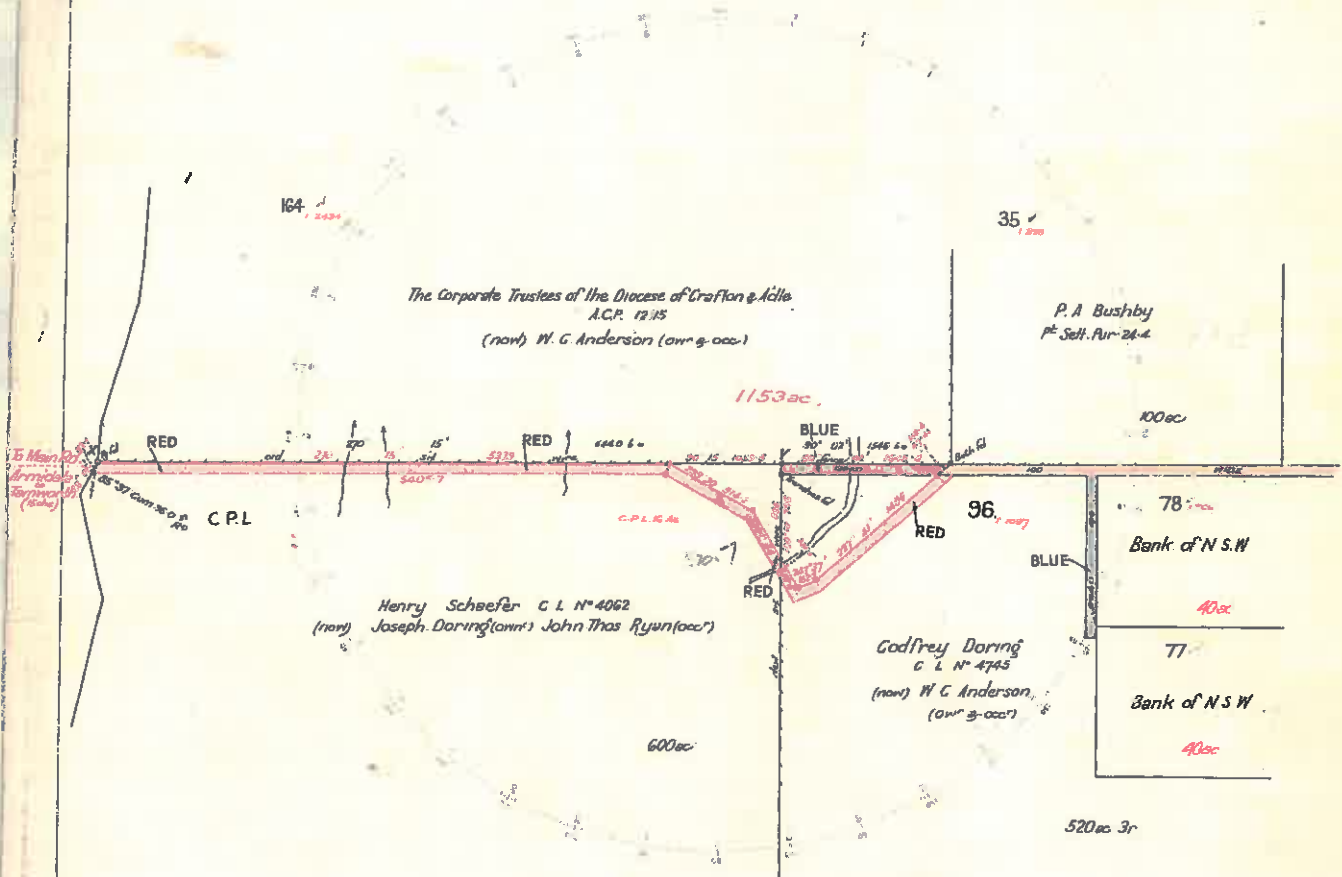
County of Inglis Parish of Bendemeer
 Land District of Armidale Land Board District of Armidale

Width of Proposed Road 100 Links

Scale 10 Chains to an Inch

Lands proposed to be resumed are shown by red color

part of road
 Roads proposed to be closed and added to holdings shown by blue color
 Proposed Resumption & Closing Gaz 30.4.26 folio 1837
 Resumption & Closing Gaz 3rd Sep 1926 folio 376E



Survey taken from X.Y for 1st
 Road Book 151785 fol. 28
 Survey executed in accordance with regulations of 1901
 Survey completed - 6th August, 1925
 Transmitted to the District Surveyor with my letter of 2nd Sept. 1925/26
 R. J. W. G. S. J. W. G. S. J. W. G. S.

Voucher No. Passed
 Calculation Book No. 111
 Checked and signed by [Signature]
 Examined by [Signature] 23rd Dec 1925
 Plan approved 23rd Dec 1925
 [Signature]
 District Surveyor

Prepared for Gazetteal
 by [Signature] 19.3.26
 Checked by [Signature] 19.10.26

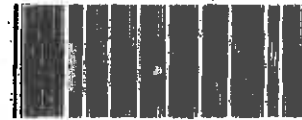
Case No R.16157 1603.

97-11R



REQUEST

Real Property Act 1900



0
800782 C

(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 Code
354L	STATE SEARCH Box A909 Sydney South 2000 Ph. 456-2207	ETA
REFERENCE (max 15 characters):		

(E) **APPLICANT**

THE NEW SOUTH WALES ELECTRICITY TRANSMISSION AUTHORITY

(F) **REQUEST**

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.

RONALD BRUCE SMITH
Authorised Agent of the New South Wales
Electricity Transmission Authority.

Handwritten initials

8-1-96

CHECKED BY (office use only)

2M

Caveat W511787 does not prevent regn

e/s

TAMWORTH - ARMIDALE NO.1 330KV TRANSMISSION LINE

INDEX	PLAN	LOT	DP/CP	TITLE REF.	DEALING
9	P5544	3	572161	3/572161	K250016
		4	572161	4/572161	K250016
		38	753843	38/753843	K250016
10	P5545	2	127804	AC 9390-155	L85213
		157	753831	157/753831	K250016
		158	753831	158/753831	K250016
		95	753831	95/753831	GG 10-9-1965 FOL.2910
		120	753831	120/753831	GG 10-9-1965 FOL.2910
		208	753831	CTV 7458-140	K250016
		192	753831	192/753831	GG 10-9-1965 FOL.2909
		70	753831	70/753831	K250016
		76	753831	76/753831	K250016
		33	753831	33/753831	K250016
		11	P5546	45	753831
46	753831			}	
117	753831			}	
56	753831			}	
100	753831			}	
37	753831			}	
88	753831			} AC 15390-198	K250016
89	753831			89/753831	K250016
81	753831			81/753831	GG 10-9-1965 FOL.2909
130	753849			130/753849	GG 10-9-1965 FOL.2909
96	753831			96/753831	GG 10-9-1965 FOL.2909
49	753849	AC 6589-93	K250016		

(G)

STANDARD EXECUTION

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

DATE 12-12-95

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

M.D. Smith

.....
Signature of Witness
MARILYN DAWN SMITH

.....
Name of Witness (BLOCK LETTERS)
9 ELIZABETH ST. BEROWRA HGHTS 2082

.....
Address of Witness

R. Smith

.....
Signature of Applicant

**Authorised Agent of the 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



FOLIO: AUTO CONSOL 6589-93

SEARCH DATE	TIME	EDITION NO	DATE
20/5/2020	4:00 PM	1	20/5/2020

LAND

LAND DESCRIBED IN SCHEDULE OF PARCELS
LOCAL GOVERNMENT AREA TAMWORTH REGIONAL
PARISH OF BENDEMEER COUNTY OF INGLIS
PARISH OF TARA COUNTY OF INGLIS
TITLE DIAGRAM CROWN PLAN 966.1690

FIRST SCHEDULE

GUNNALONG PASTORAL CO. PTY. LIMITED (T N320086)

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 K250016 EASEMENT FOR TRANSMISSION LINE AFFECTING THE PART OF LOT 49 ABOVE DESCRIBED SHOWN SO BURDENED IN VOL 6589 FOL 93
0800782 EASEMENT VESTED IN THE NEW SOUTH WALES ELECTRICITY TRANSMISSION AUTHORITY
- 3 AP875006 THIS EDITION ISSUED PURSUANT TO S.111 REAL PROPERTY ACT, 1900

NOTATIONS

NOTE: THIS FOLIO MAY BE ASSOCIATED WITH A CROWN TENURE WHICH IS SUBJECT TO PAYMENT OF AN ANNUAL RENT. FOR FURTHER DETAILS CONTACT THE LOCAL CROWN LANDS OFFICE AT ARMIDALE. NOT ALL PARCELS WITHIN THIS TITLE MAY BE AFFECTED BY A CROWN TENURE.

UNREGISTERED DEALINGS: NIL

SCHEDULE OF PARCELS

LOTS 77-78 IN DP753831
LOT 49 IN DP753849.

*** END OF SEARCH ***

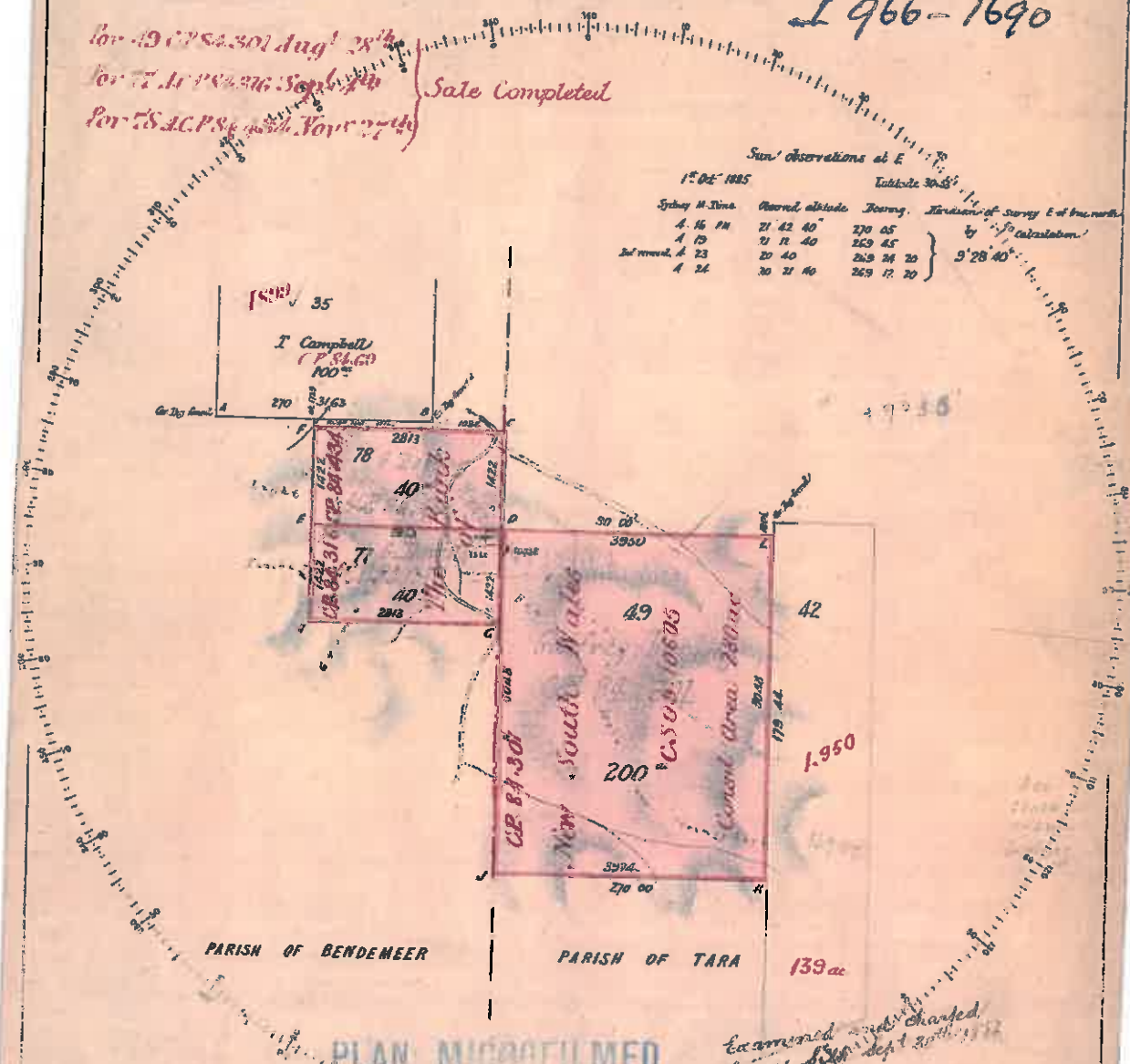
PLAN OF PORTIONS 49.77 & 78
 County of Inglis Parishes of Tara and Bendemeer
 Applied for under the 13th & 14th clauses of the Crown Lands Alienation Act of 1861 by

Godfrey Doring
 I 966-1690

For 49 CP 84,301 Aug 28th
 For 78 AC 19,326 Sep 1st
 For 78 AC 19,326 Nov 27th } Sale Completed

Sun's observations at E
 1st Oct 1885 Latitude 30° 55'

Spring H. Time	Observed altitude	Bearing	Direction of Survey E of true north by calculation
4 16 PM	21 42 40	270 05	9° 28' 40"
4 17	21 12 40	269 45	
2 nd merid. 4 23	20 40	269 24 20	
4 24	20 21 40	269 17 20	



Azimuth taken from AB
 Approximate starting point at D
 NO ADDITIONS OR AMENDMENTS TO BE MADE

Reference to Corners

Corner	Bearing	Front	Length	From Area
A	106° 21'	Cam	57 1/2	25 1/2
B	264° 45'	Cam	33 1/2	35
C	56° 20'	Cam	24	78
D	79° 47'	Doc	23 1/2	49 77 78
E	331° 28'	Cam	77	77 78
F	297° 20'	Apple	112	78
G	322° 25'	Cam	103	77
H	327° 25'	Stringybark	57 1/2	77
J	171° 00'	Cam	27	49
K	132° 45'	Apple	49	49
L	286° 00'	Stringybark	31	49

Reference to Traverse

Line	Bearing	Distance

I hereby certify that I in person made and on 2nd Oct 1885 completed the survey represented on this plan, on which are written the bearings and the lengths of the lines measured by me and I declare that the survey has been executed in accordance with the regulations published for the guidance of Licensed Surveyors and the practice of the Surveyor General's Department

Examined and Charted
 James ...
 Plan approved
 11/10/85

Value of Improvements...
 Situated on the ...

Scale 20 Chains to an Inch

Examined at the Surveyor General's office on the 11th Oct 85

K 250016

CONVEYANCING ACT, 1961
 REAL PROPERTY ACT, 1900

Handwritten notes:
 Lodged 5-60
 Credit 6-1-60
 Plan 81-20
 B 118
 1/1/60

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

Office
JOHN WALTER HENRY, State Crown Solicitor's/ DO HEREBY CERTIFY that the copy Gazette Notification hereto annexed is a true copy of the Gazette Notification contained in the Gazette of the 10th day of September, one thousand nine hundred and sixty five, declaring that the land therein described, being the land mentioned in the Schedule hereunder written, 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 mentioned duly executed under the Real Property Act, 1900, and I, the said JOHN WALTER HENRY 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 second day of December, one thousand nine hundred and sixty four under 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	Part or Whole	Volume	Folio
Pt. Lot 2		Deposited Plan 1130	PART C.T.	7188	4
Pt. lot 3		Deposited Plan 1130	PART C.T.	5504	117
Pt. lot 4		Deposited Plan 1130	PART C.T.	756	111
Pt. lot 5 & 6		Deposited Plan 1130	PART C.T.	770	178
Pt. 79	Parish of Nemingha	County of Parry	PART C.T.	4360	6
Pt. 80	do	do	PART C.T.	2527	34
Being the land delineated in the plan annexed hereto marked "A".					
Pt. lot 1		Deposited Plan 204705	PART C.T.	9102	226
Pt. lot 2		Deposited Plan 204705	PART C.T.	9102	227
Pt. 14	Parish of Tamworth	County of Inglis	PART C.T.	524	107
Being the land delineated in the plan annexed hereto marked "B".					
Pt. 23 & 95	Parish of Tamworth	County of Inglis	PART C.T.	7608	86 87

DATED the _____ day of _____, in the year of Our Lord

one thousand nine hundred and sixty-

SIGNED by the said

in the presence of

THE REGISTRAR GENERAL
 SYDNEY.

B

Municipality of
Shire of Cockburn

K250016 (2)

THE ELECTRICITY COMMISSION OF N.S.W.
TAMWORTH-ARMIDALE
330KV. TRANSMISSION LINE
PLAN

SHOWING SITE OF EASEMENT PROPOSED TO BE ACQUIRED FOR TRANSMISSION LINE

Parish of Nemingha County of Parry

M. M.

Scale: 10 Chains to an Inch

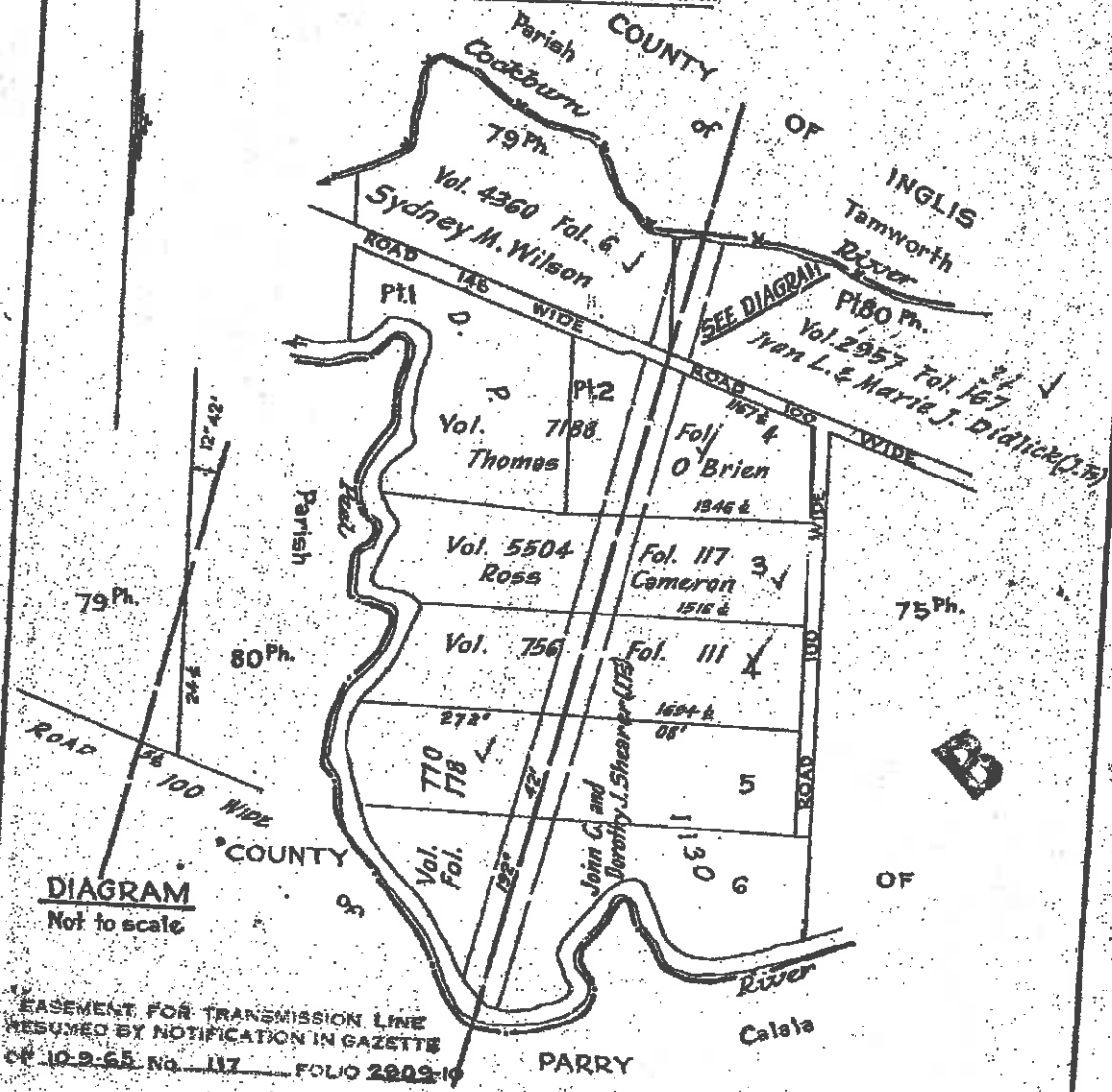


DIAGRAM
Not to scale

EASEMENT FOR TRANSMISSION LINE
RESUMED BY NOTIFICATION IN GAZETTE
OF 10-9-65 No. 117 FOLIO 2009-10

Existing line of towers shown thus
forms centreline of easement 200 feet wide.
Date: 16/12/63
Field Book No.

D. J. Shearer
J.T.S. Ryan & Co.
Surveyors Registered under The Surveyors Act, 1929-46
P.5538

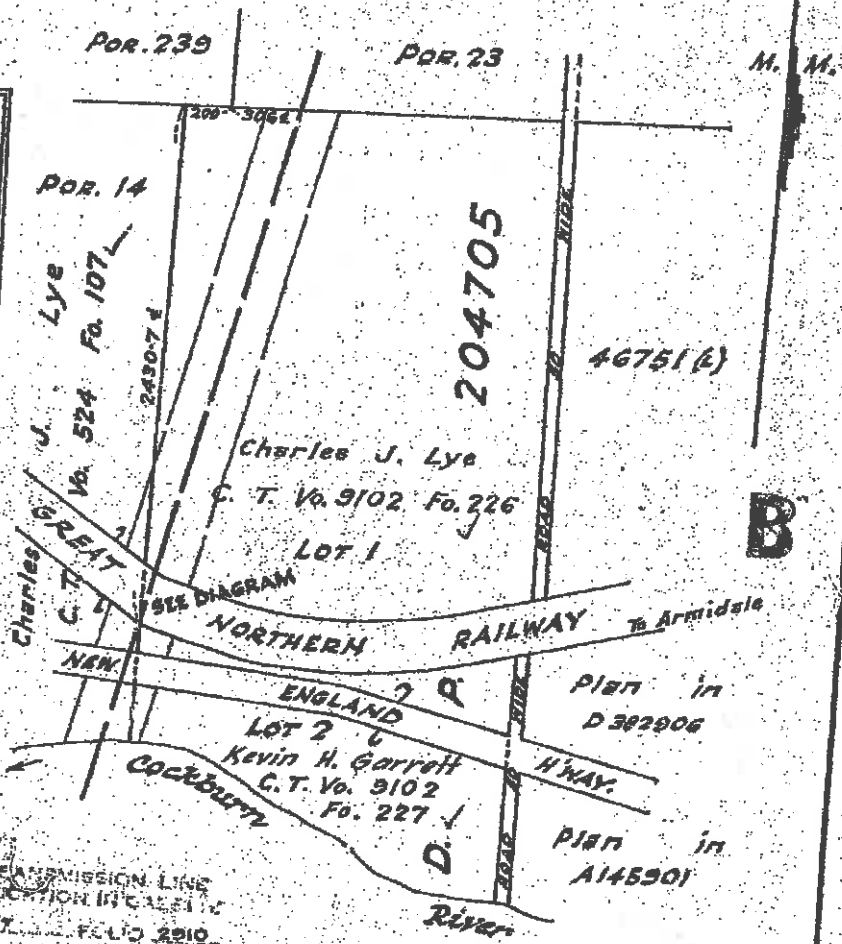
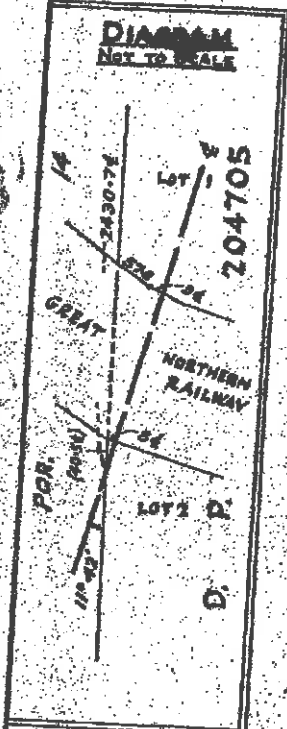
Shire of Cockburn

3

THE ELECTRICITY COMMISSION OF N.S.W.
TAMWORTH - ARMIDALE
330 kV. TRANSMISSION LINE
PLAN

SHOWING SITE OF EASEMENT PROPOSED TO BE ACQUIRED FOR TRANSMISSION LINE
Parish of Tamworth County of Inglis

Scale: 6 Chains to an Inch



NOTICE FOR TRANSMISSION LINE
SHOULD BE NOTIFICATION IN CASE 117
10.9.65 No. 117 FELD 2910

Existing line of Toner's shown thus
forms centreline of Easement 200feet wide.

Date: 6-12-63
Field Book No.:

J. T. S. Ryan & Co.
of J. T. S. Ryan & Co.
Surveyor Registered under The Surveyors Act, 1929-46
P. 5539

Municipality of
Shire of Cockburn

THE ELECTRICITY COM
TAMWORTH -
330 KV. TRANSMISSION
PLAN

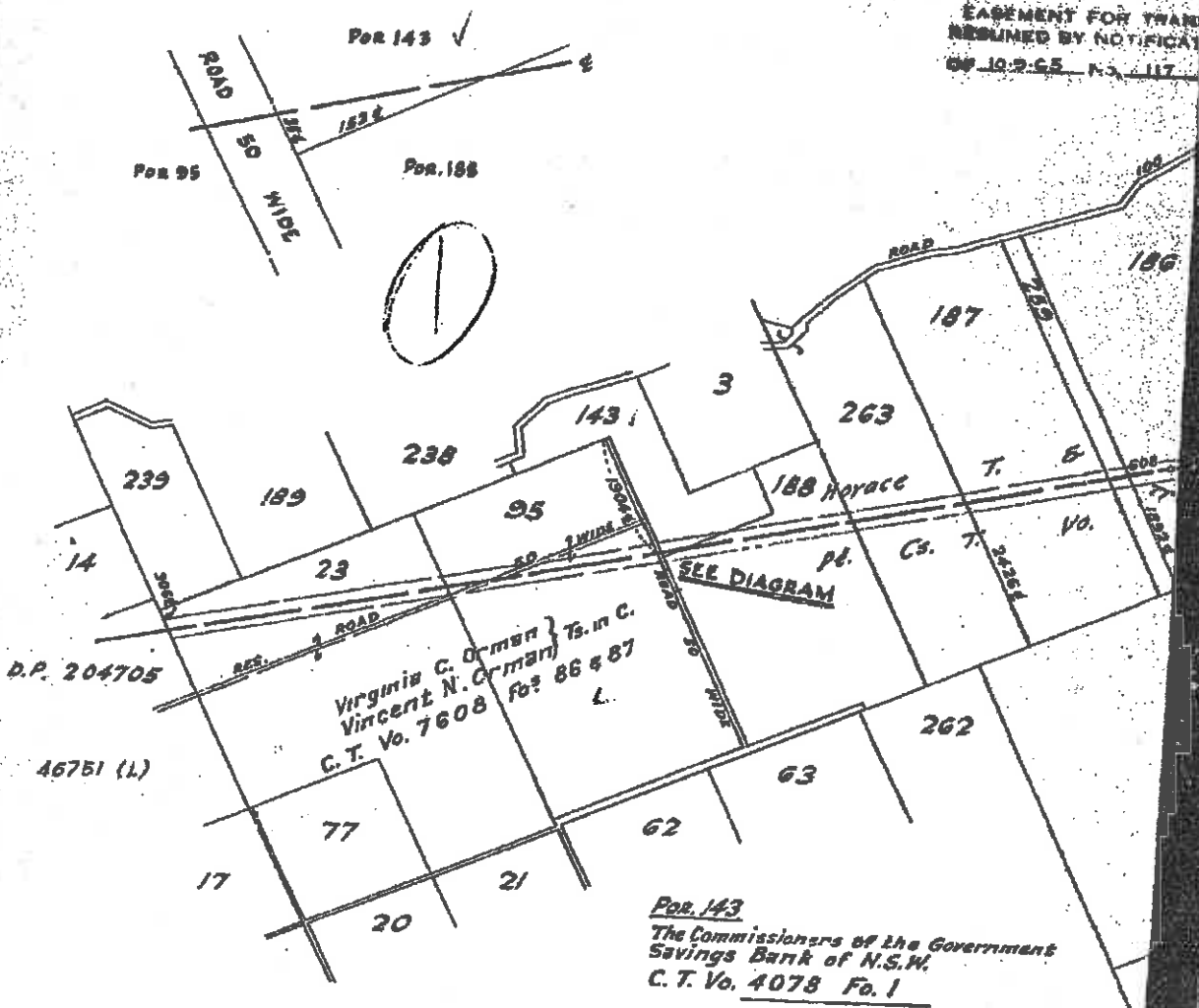
SHOWING SITE OF EASEMENT PROPOSED TO

Parish of Tamworth

DIAGRAM
SCALE: 1 CHAIN TO AN INCH

Scale: 20 Chains

EASEMENT FOR TRANSMISSION
REQUIRED BY NOTIFICATION
OF 10.2.65 No. 117



Date 5.12.63
Field Book No.

MISSION OF N.S.W.

ARMIDALE MISSION LINE

C K250016

5

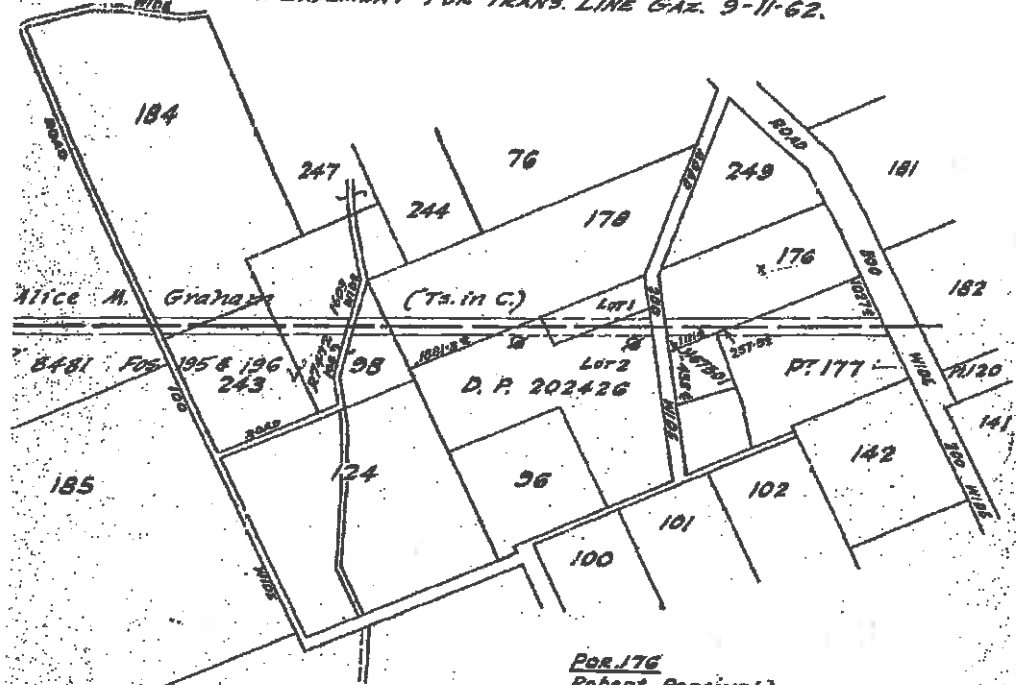
BE RESUMED FOR TRANSMISSION LINE

County of Inglis

5 to an inch

MISSION LINE
NOW IN GAZETTE
FOLIO 2910.

EASEMENT FOR TRANS. LINE GAZ. 9-11-62.



Pos. 176
Robert Percival } J. T.
Doris Percival }
C. T. Vo. 6767 Fo. 213

PT Pos. 177
Reginald H. & Edna M. Worthington (J.T.s)
C. T. Vo. 6894 Fo. 159

J. T. S. Ryan & Co.
of J. T. S. Ryan & Co.
Surveyor Registered under The Surveyors Act, 1929-46
P. 5540

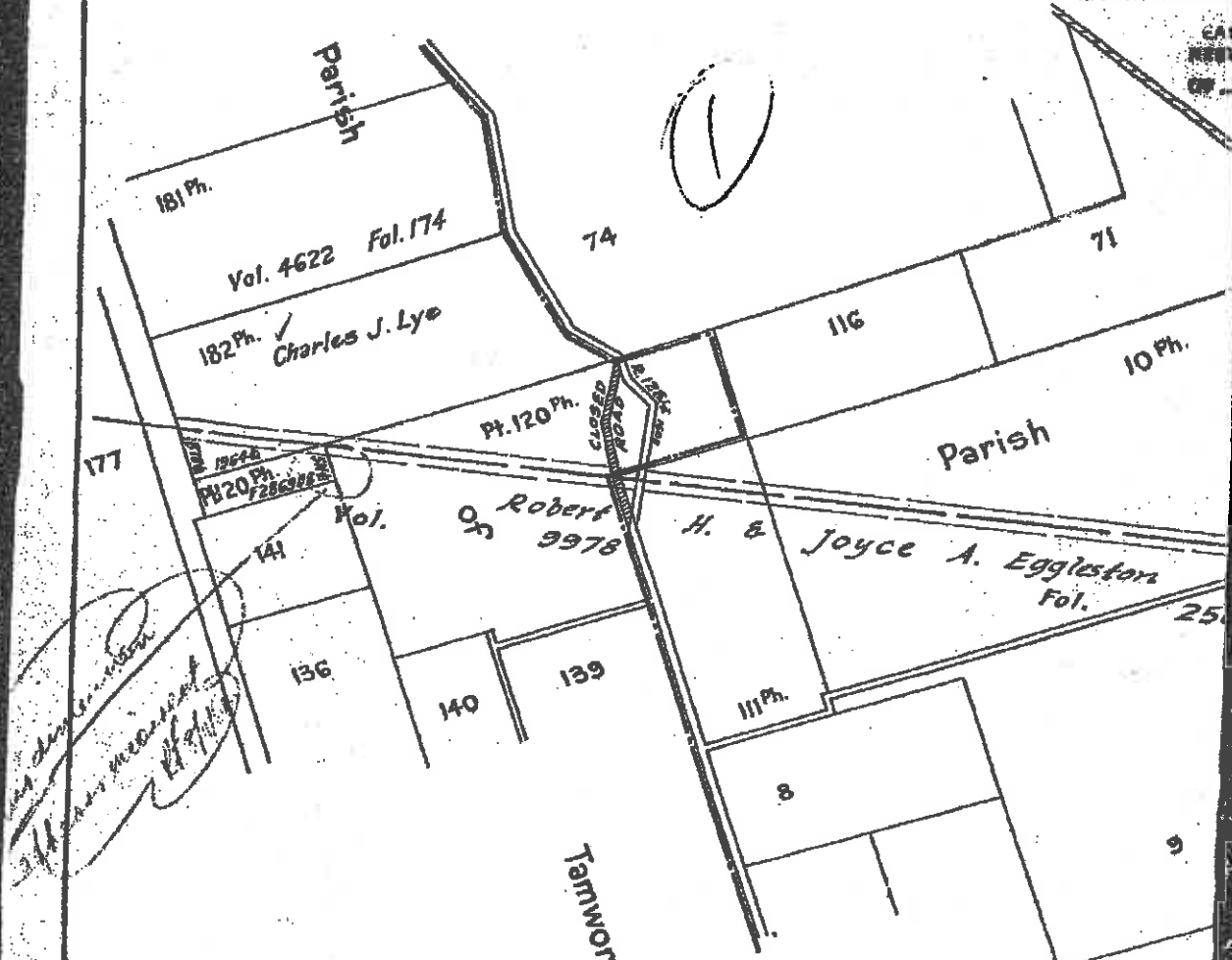
Shire of Cockburn

THE ELECTRICITY CO
TAMWORTH
330 KV. TRANS
PL

SHOWING SITE OF EASEMENT PROPOSED

Parish of Tamworth & Moonb

Scale: 20 Chai



Pt. Por. 120 Parish of Tamworth
Vol. 6274 Fol. 1
Joan M. McCoy

Existing line of towers shown thus ———
forms centreline of easement 200 feet wide.

Date: 16/12/63

Field Book No.

COMMISSION OF N.S.W.
-ARMIDALE
COMMISSION LINE
PLAN

D

6

TO BE RESUMED FOR TRANSMISSION LINE

County of Inglis

Scale to an inch

PLAN FOR TRANSMISSION LINE
BY NOTIFICATION IN CASSETTE
PLAN No. 117 FOLIO 280

(Z)

Moonbi
127

of
200

Pt. 139 Ph.

Pt. 139 Ph.

Pt. 139 Ph.

Vol. 6961 Fol. 50 Frank K. Betts
Vol. 8296 Fol. 135 Sydney G. Betts
Vol. 8296 Fol. 136 Kenneth G. Betts
Vol. 8296 Fol. 137 Maurice H. Betts
(T. in C.)

178

35 Ph.

101 Ph.

124

Vol. 7607

Fols. 80-83

Edna M., Alexander T., Mervyn C. and
Robert F. Betts (T. in C.)

Edward A. Streeting

Vol. 2062 Fol. 99

T. 563512

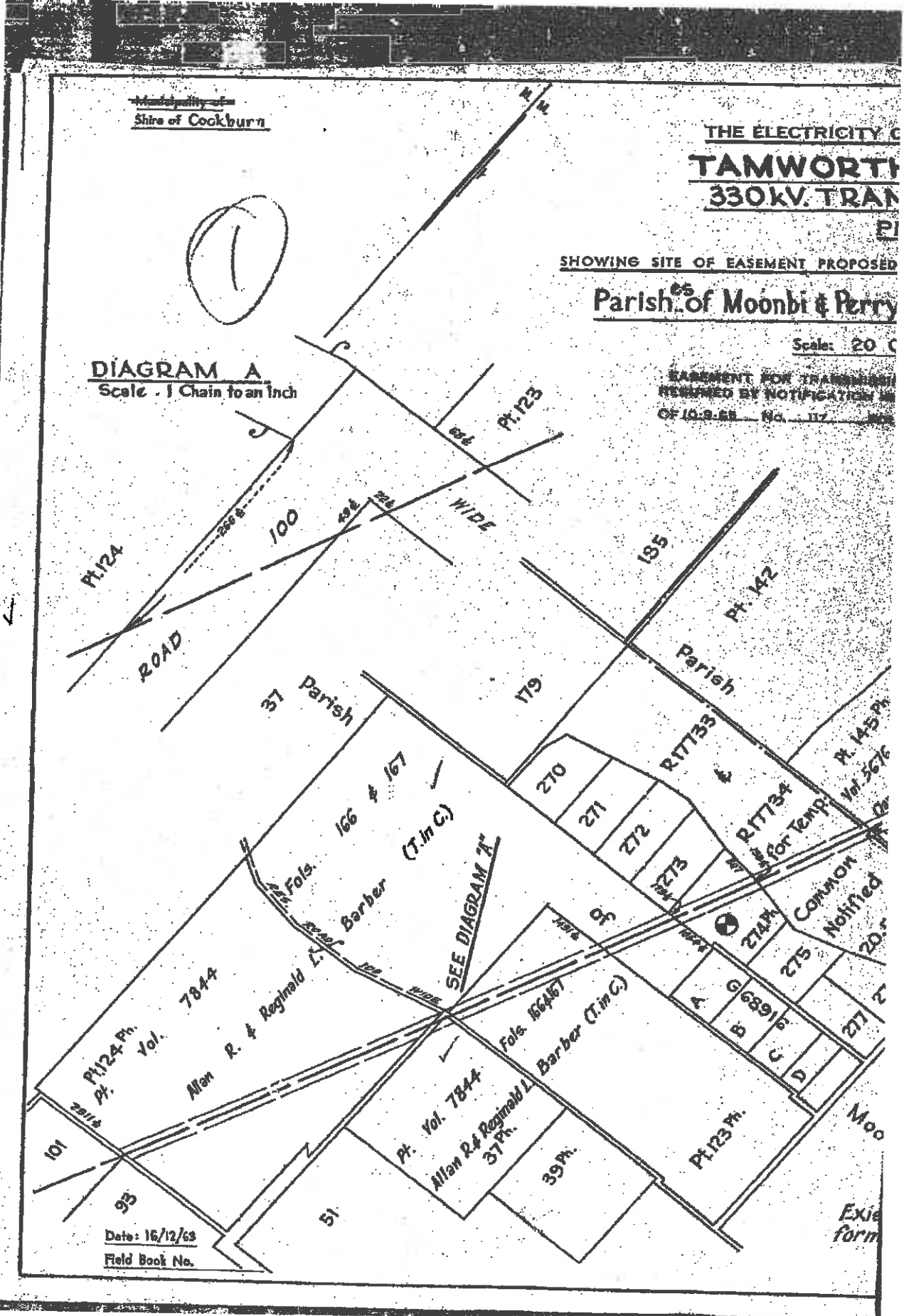
138

96

93 Ph.

J.T.S. Ryan & Co.
Surveyor Registered under The Surveyors Act, 1929-46

P. 5541



Municipality of
 Shire of Cockburn

THE ELECTRICITY C
TAMWORTH
330KV. TRAN

SHOWING SITE OF EASEMENT PROPOSED

Parish of Moonbi & Perry

Scale: 20 C

DIAGRAM A
 Scale - 1 Chain to an Inch

EASEMENT FOR TRANSMISSION
 REQUIRED BY NOTIFICATION IN
 OF 10.9.66 No. 117

Date: 16/12/63
 Field Book No.

Exhibit form

COMMISSION OF N.S.W.
- ARMIDALE
COMMISSION LINE
PLAN

TO BE RESUMED FOR TRANSMISSION LINE
County of Inglis

7

E

102
TO REMEMBER
SEE DIAGRAM B

Scale 20 Links to an inch

LINE
ASSETTE
280

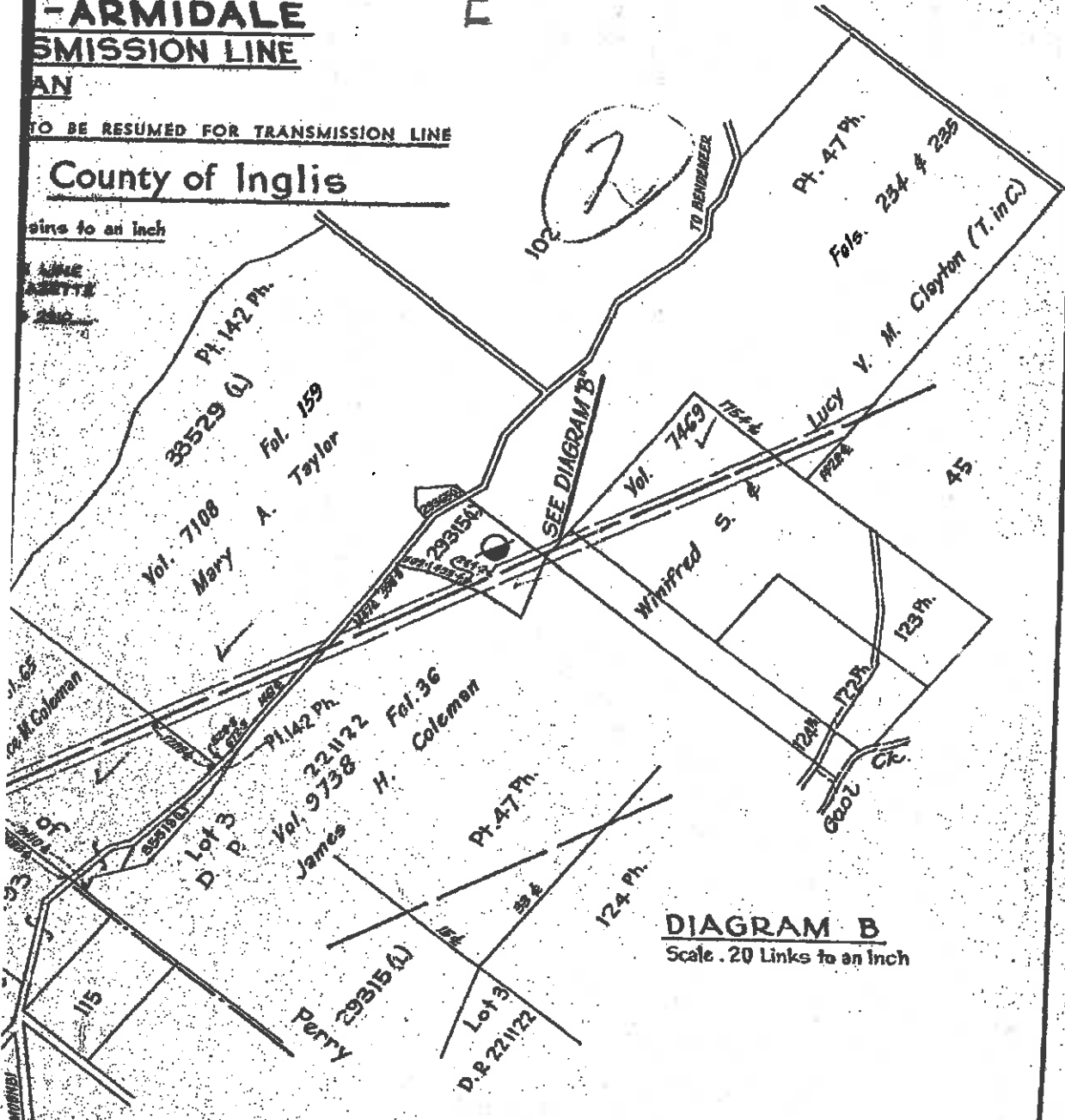


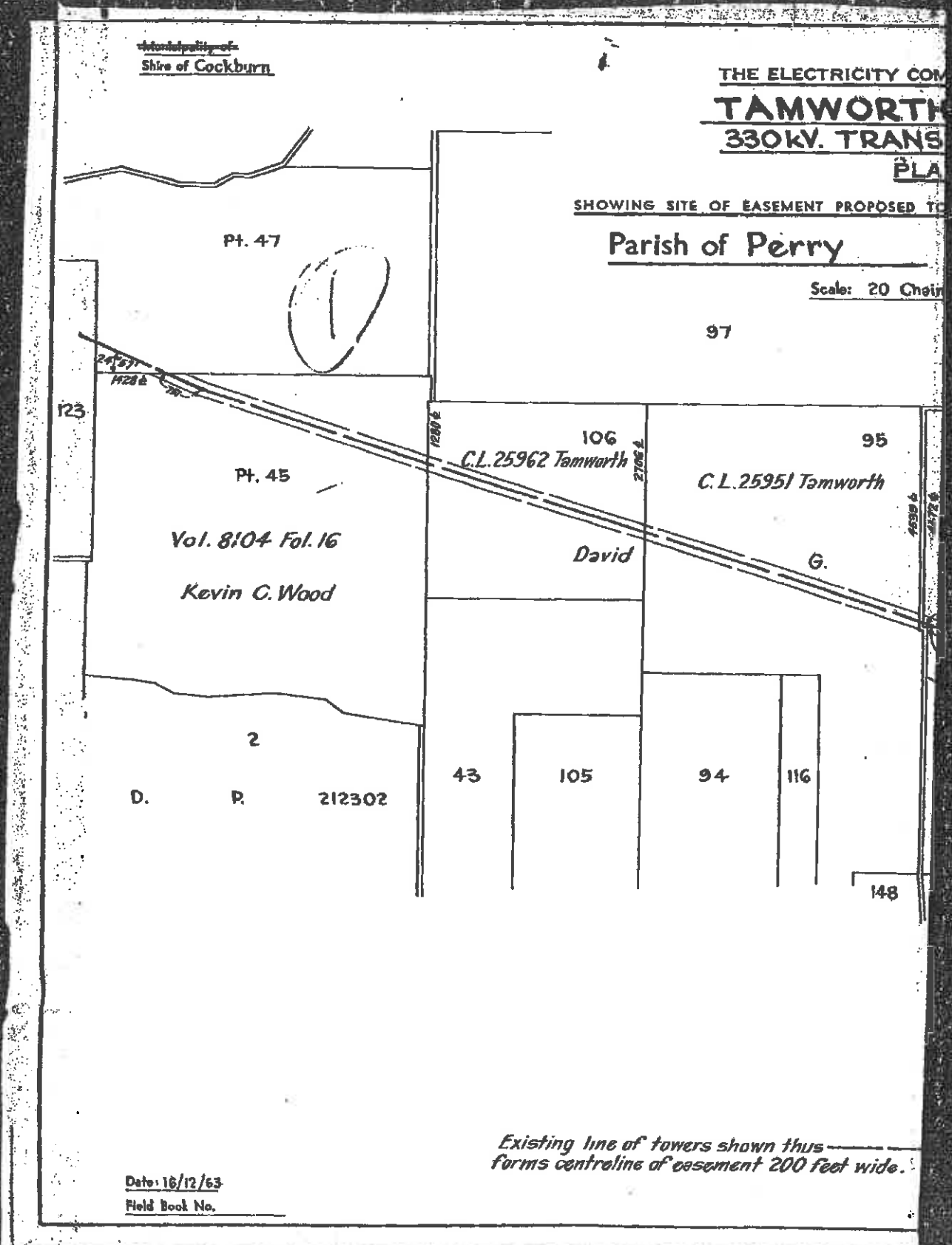
DIAGRAM B
Scale . 20 Links to an inch

Land in 29315 (L) : Pt. Vol. 6951 Fol. 180
Ray S. Coleman

Por. 274 : R. 82448 for Quarry
Notified 18.3.1960

...ing line of towers shown thus
...s centreline of easement 200 feet wide.

J.T.S. Ryan & Co.
Surveyor Registered under The Surveyors Act, 1929-46
P. 5542



8

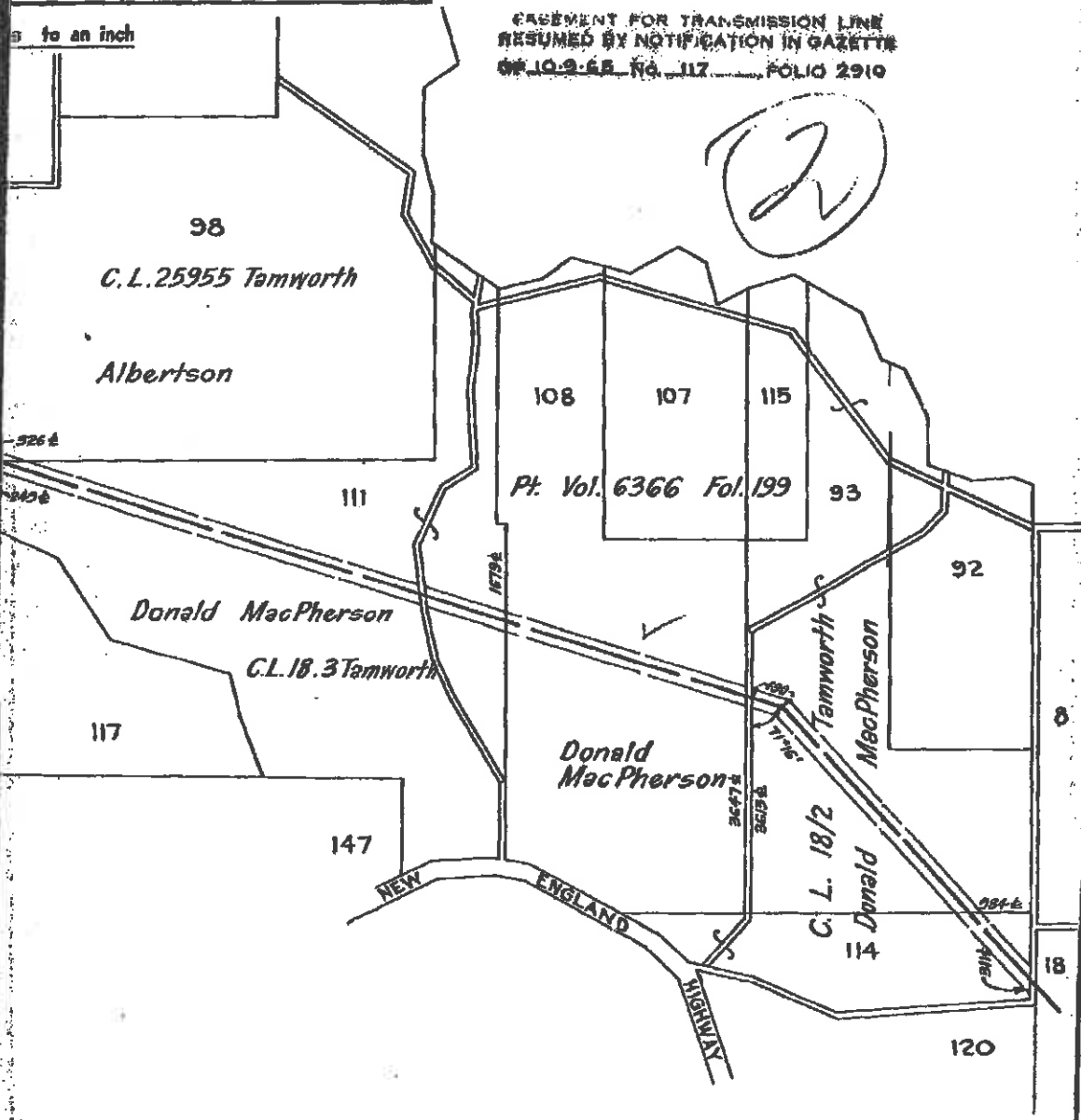
MISSION OF N.S.W.
- ARMIDALE
MISSION LINE

F

BE RESUMED FOR TRANSMISSION LINE

County of Inglis

CASEMENT FOR TRANSMISSION LINE
RESUMED BY NOTIFICATION IN GAZETTE
OF 10-2-68 No. 117 FOLIO 2910



W. J. Ryan & Co. of J.T.S. Ryan & Co.
Surveyor Registered under The Surveyors Act, 1929-46
P.5543

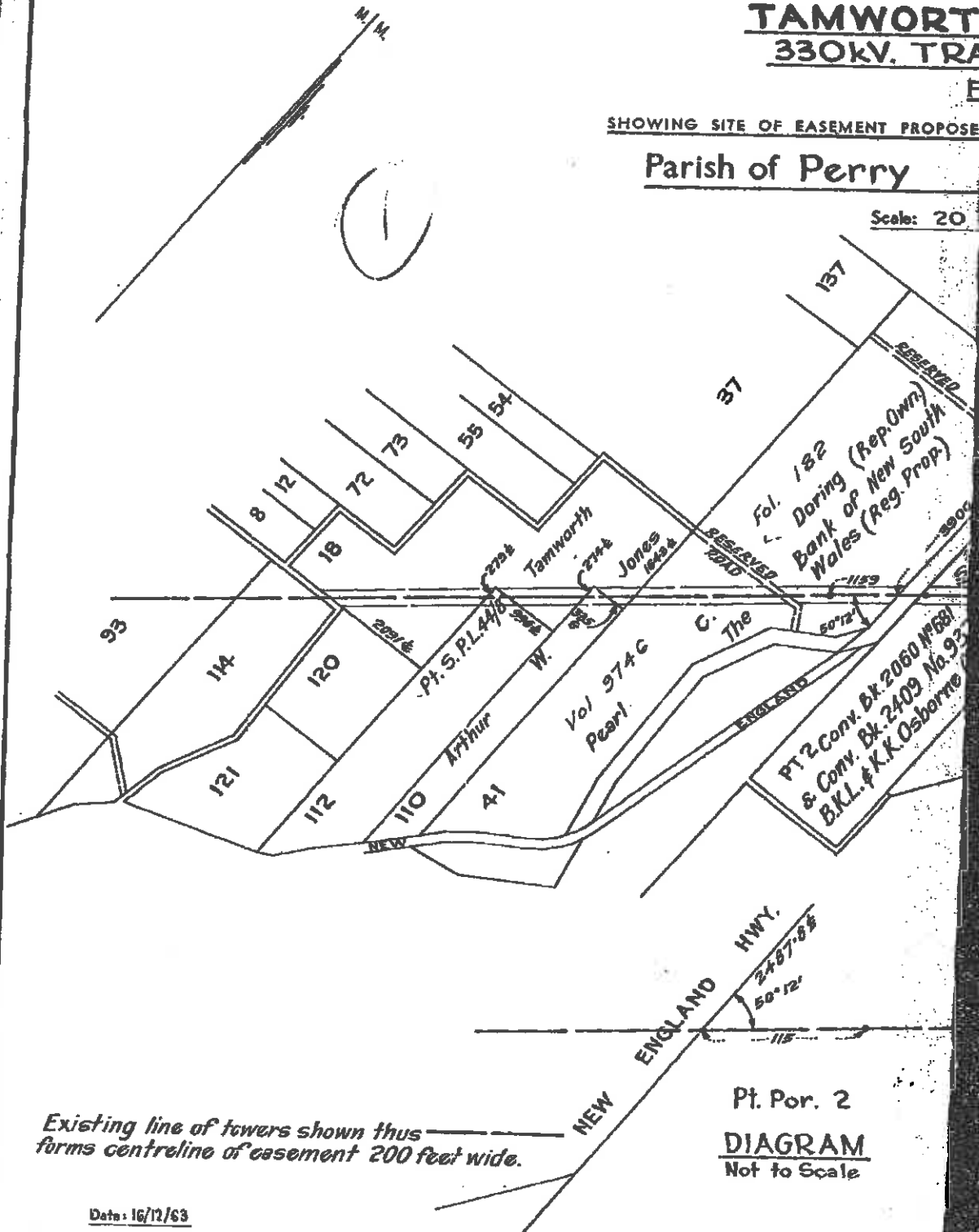
Shire of Cockburn

THE ELECTRICITY
TAMWORTH
330kV. TRA

SHOWING SITE OF EASEMENT PROPOSED

Parish of Perry

Scale: 20



Existing line of towers shown thus
forms centreline of easement 200 feet wide.

Date: 16/12/63

Field Book No.

Pt. Por. 2

DIAGRAM

Not to Scale

COMMISSION OF N.S.W.
H - ARMIDALE
TRANSMISSION LINE
PLAN

9

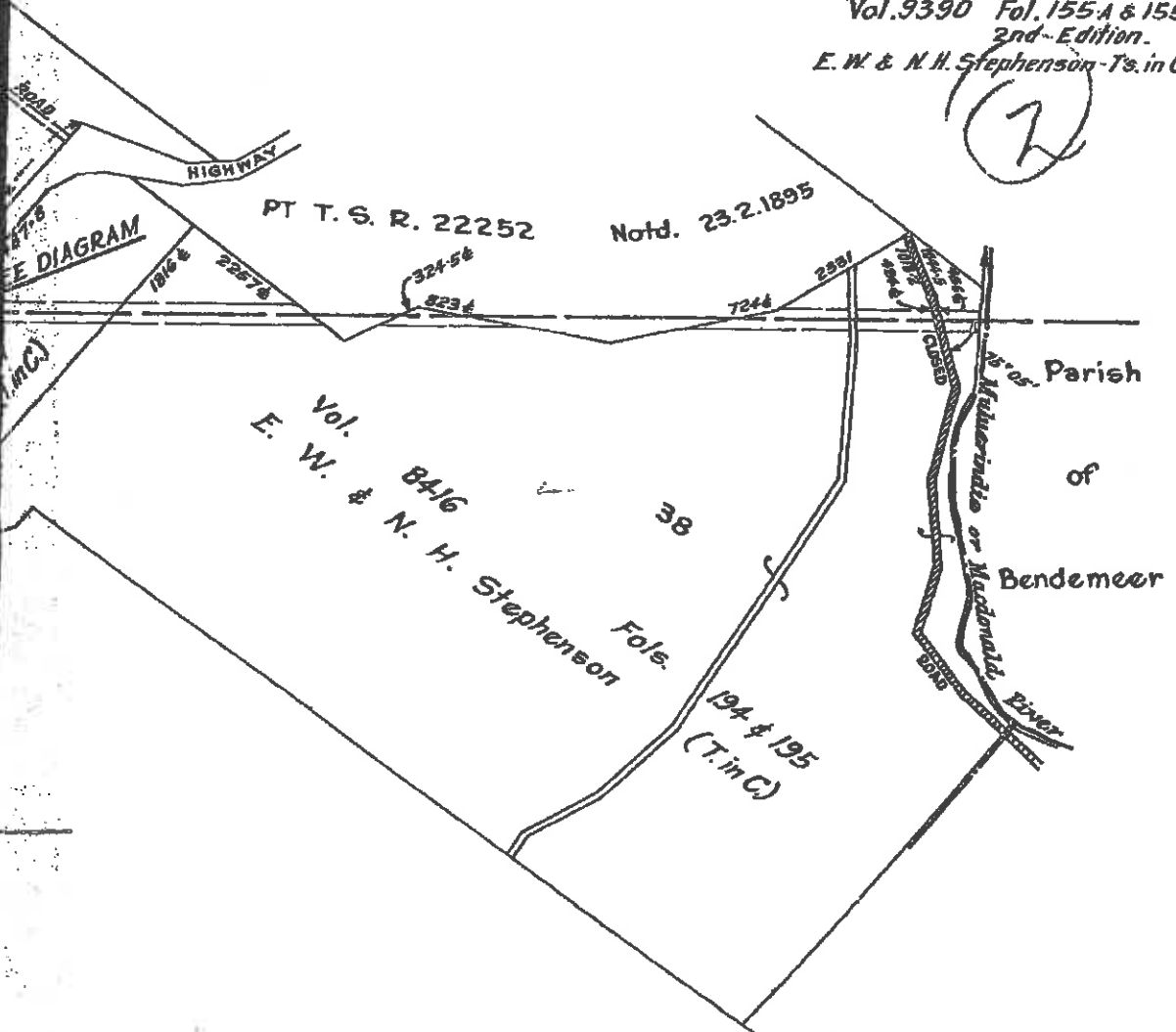
TO BE RESUMED FOR TRANSMISSION LINE

County of Inglis

Chains to an inch

EASEMENT FOR TRANSMISSION LINE
NOTIFIED BY NOTIFICATION IN GAZETTE
BY 10-9-65 No. 117 FOLIO 2910

CLOSED ROAD WITHIN PORTION
Vol. 9390 Fol. 155A & 155B
2nd Edition.
E. W. & N. H. Stephenson-Ts. in C.



J. T. S. Ryan & Co.
Surveyor Registered under The Surveyors Act, 1929-46
P. 5544

TAMWORTH
330KV TRANS

SHOWING SITE OF EASEMENT PROPOSED

Parish of Bendemeer

Scale: 20 0

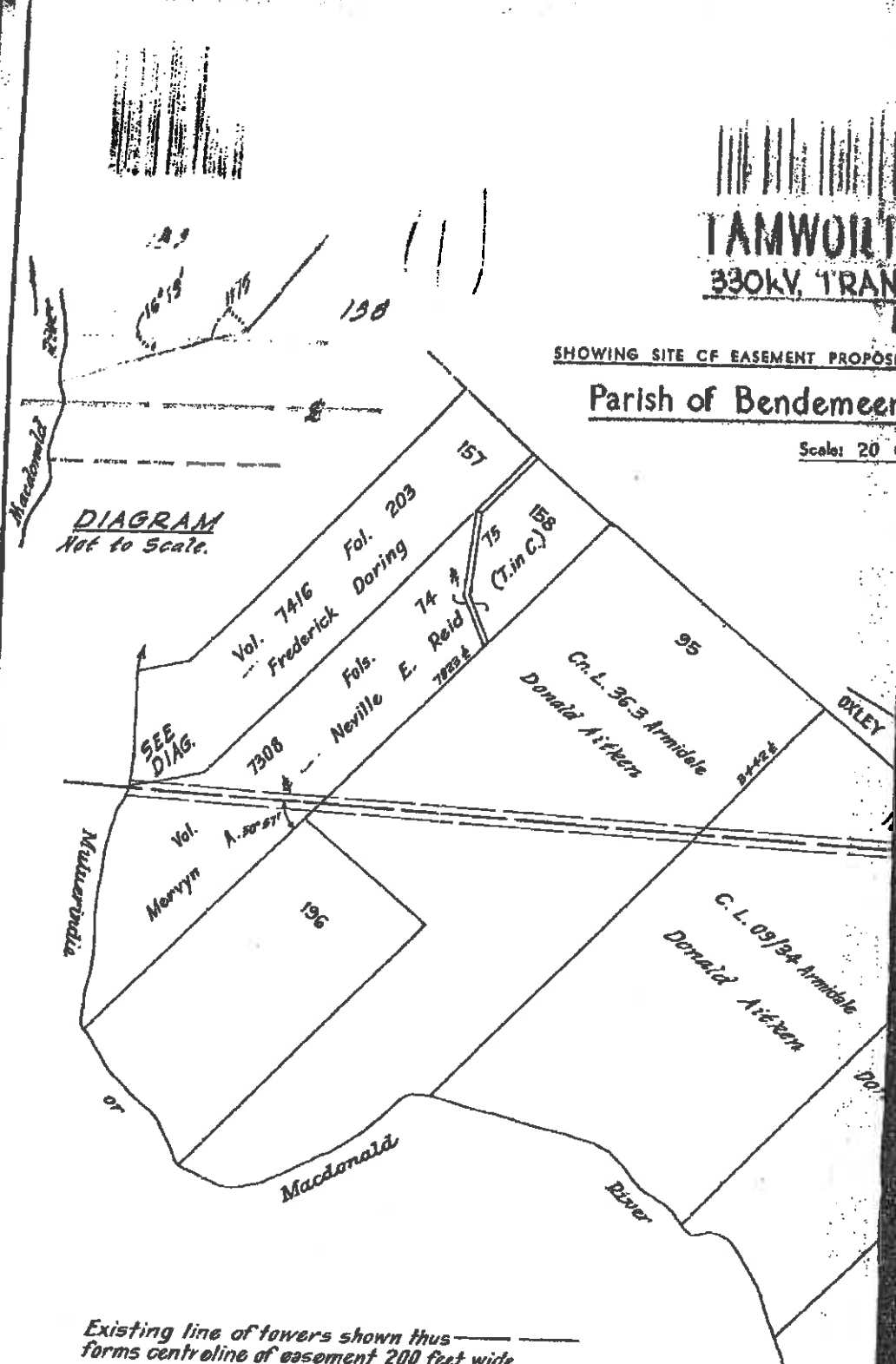


DIAGRAM
Not to Scale.

SEE
DIAG.

Existing line of towers shown thus ———
forms centreline of easement 200 feet wide.

Date: 16/12/63
Field Book No.

COMMISSION OF N.S.W.

H - ARMIDALE

MISSION LINE

LAN

H

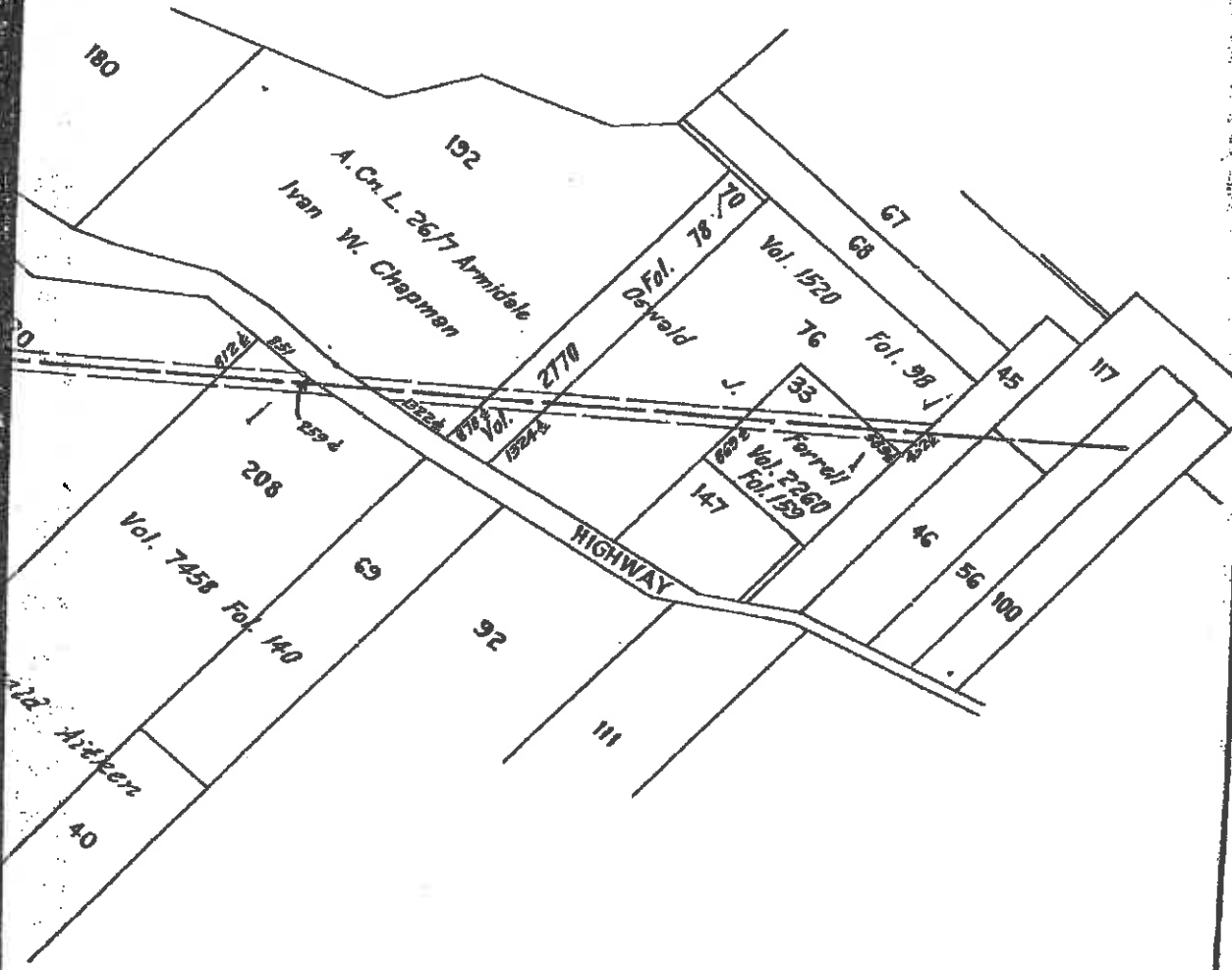
10

TO BE RESUMED FOR TRANSMISSION LINE

County of Inglis

chains to an inch

EASEMENT FOR TRANSMISSION LINE
RESUMED BY NOTIFICATION IN GAZETTE
OF 10.9.65 No. 117 FOLIO 291Q



W. J. H. of J.T.S. Ryan & Co.
Surveyor Registered under The Surveyors Act, 1929-46
P. 5545

Municipality of
Shire of Cockburn

THE ELECTRICITY CO
TAMWORTH
330KV. TRANSM
PLA

SHOWING SITE OF EASEMENT PROPOSED T

Parish^{cs} of Bendemeer & Tara

Scale: 20 Chai

EASEMENT FOR TRANSM
REQUIRED BY NOTIFICATION

OF 10.9.65 No. 117

PARISH

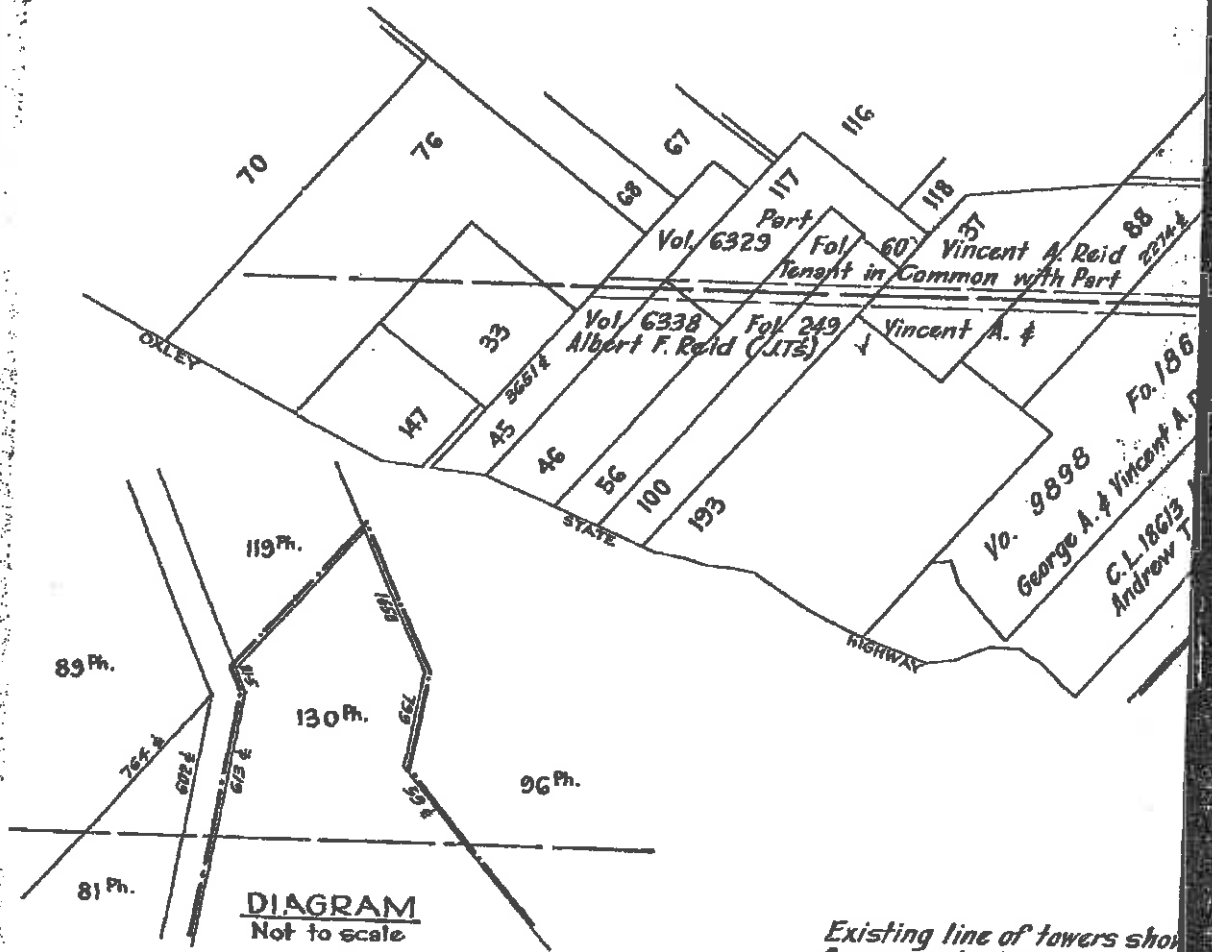


DIAGRAM
Not to scale

Existing line of towers showing
centreline of easement

Date: 17/12/63

Field Book No.

COMMISSION OF N.S.W.
- ARMIDALE
COMMISSION LINE
PLAN

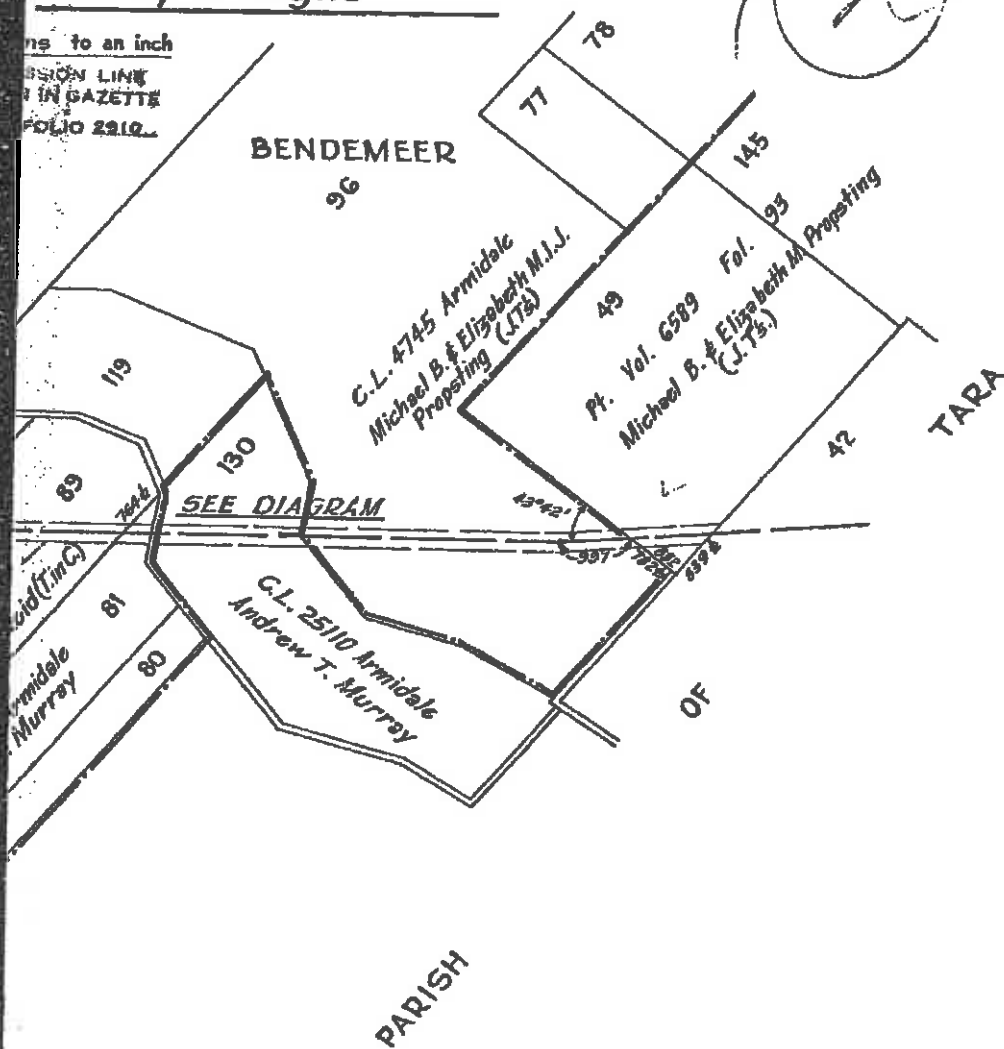
J

11

TO BE RESUMED FOR TRANSMISSION LINE

County of Inglis

Scale to an inch
TRANSMISSION LINE
AS SHOWN IN GAZETTE
FOLIO 2210.



thus
+ 200 feet wide.

J.T.S. Ryan & Co.
Surveyor Registered under The Surveyors Act, 1929-45

P.5546

Municipality of
Shire of Cockburn

THE ELECTRICITY CO
TAMWORTH
330KV. TRAN
PL

SHOWING SITE OF EASEMENT PROPOSED

Parish of Tara

Scale: 20 Ch

EASEMENT FOR
RESUMED BY NOTICE
OF 10.2.65. No.

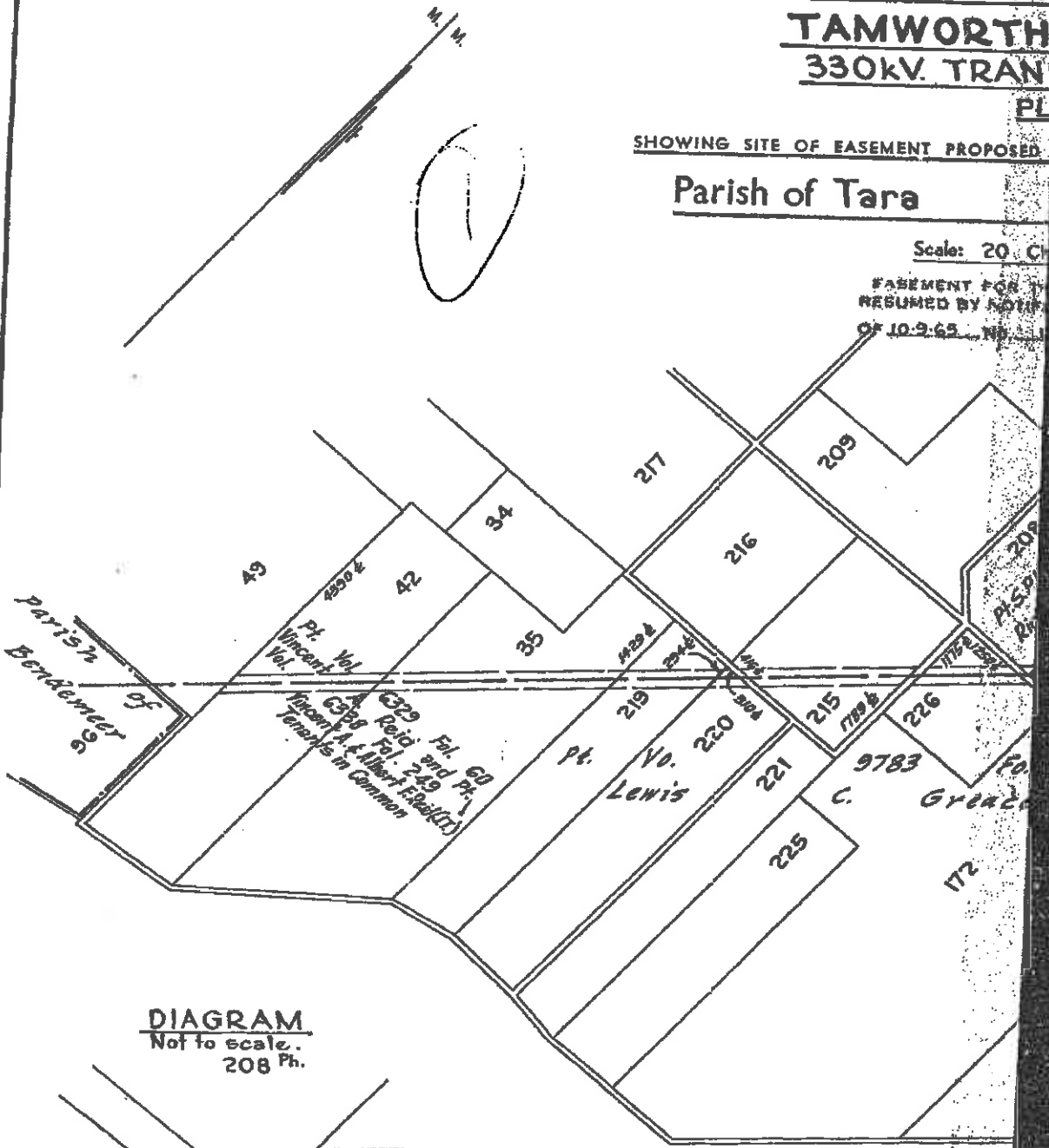


DIAGRAM
Not to scale.
208 Ph.

226 Ph.

214 Ph.

Date: 16/12/63

Field Book No.

Existing line of towers shown to
forms centreline of easement 208

12

COMMISSION OF N.S.W.
-ARMIDALE
COMMISSION LINE
PLAN

K

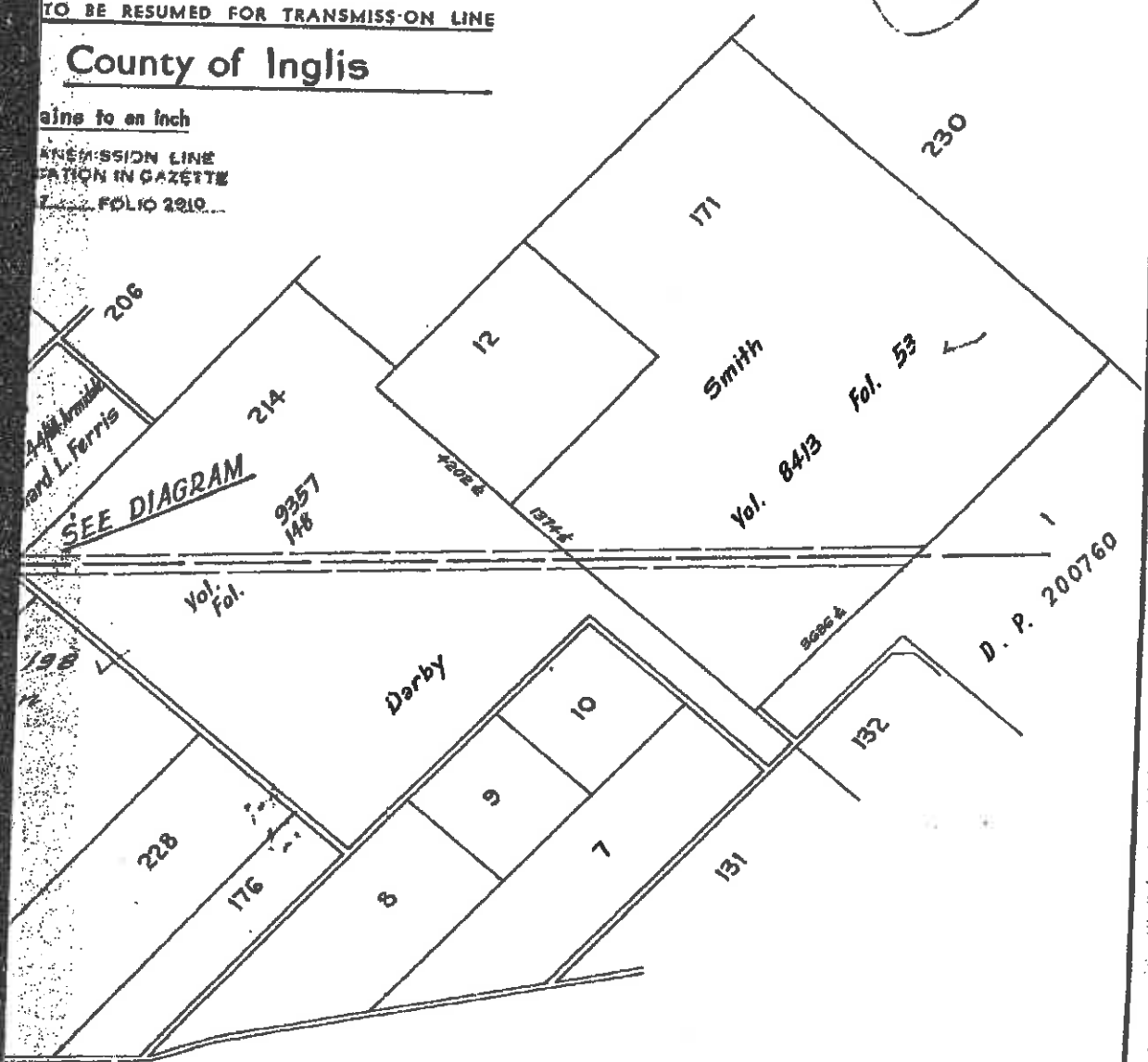


TO BE RESUMED FOR TRANSMISSION LINE

County of Inglis

Scales to an inch

TRANSMISSION LINE
LOCATION IN GAZETTE
... FOLIO 2210 ...



11 feet wide.

Smith of J.T.S. Ryan & Co.
Surveyor Registered under The Surveyors Act, 1929-46
P. 5547

162311PP1

162311PP1

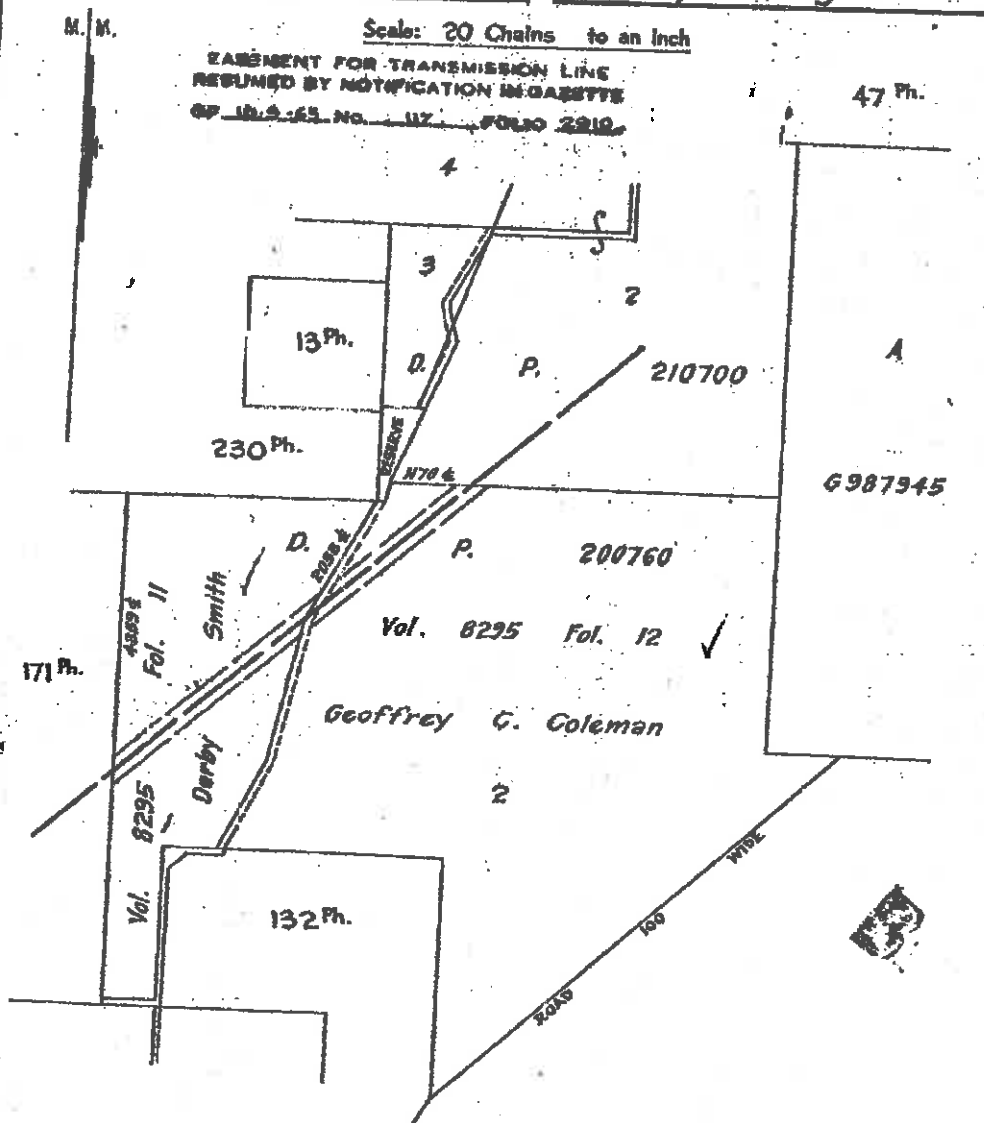
Municipality of
Shire of Cockburn

13

THE ELECTRICITY COMMISSION OF N.S.W.
TAMWORTH - ARMIDALE
330 kV. TRANSMISSION LINE
PLAN

SHOWING SITE OF EASEMENT PROPOSED TO BE RESUMED FOR TRANSMISSION LINE

Parish of Tara County of Inglis



Existing line of towers shown thus ——— forms centreline of easement 200 feet wide.

Date: 16/12/63

Field Book No.

J.T.S. Ryan & Co.
Surveyor Registered under The Surveyors Act, 1929-46

P.5548

162389-1

Shire of Cockburn

14

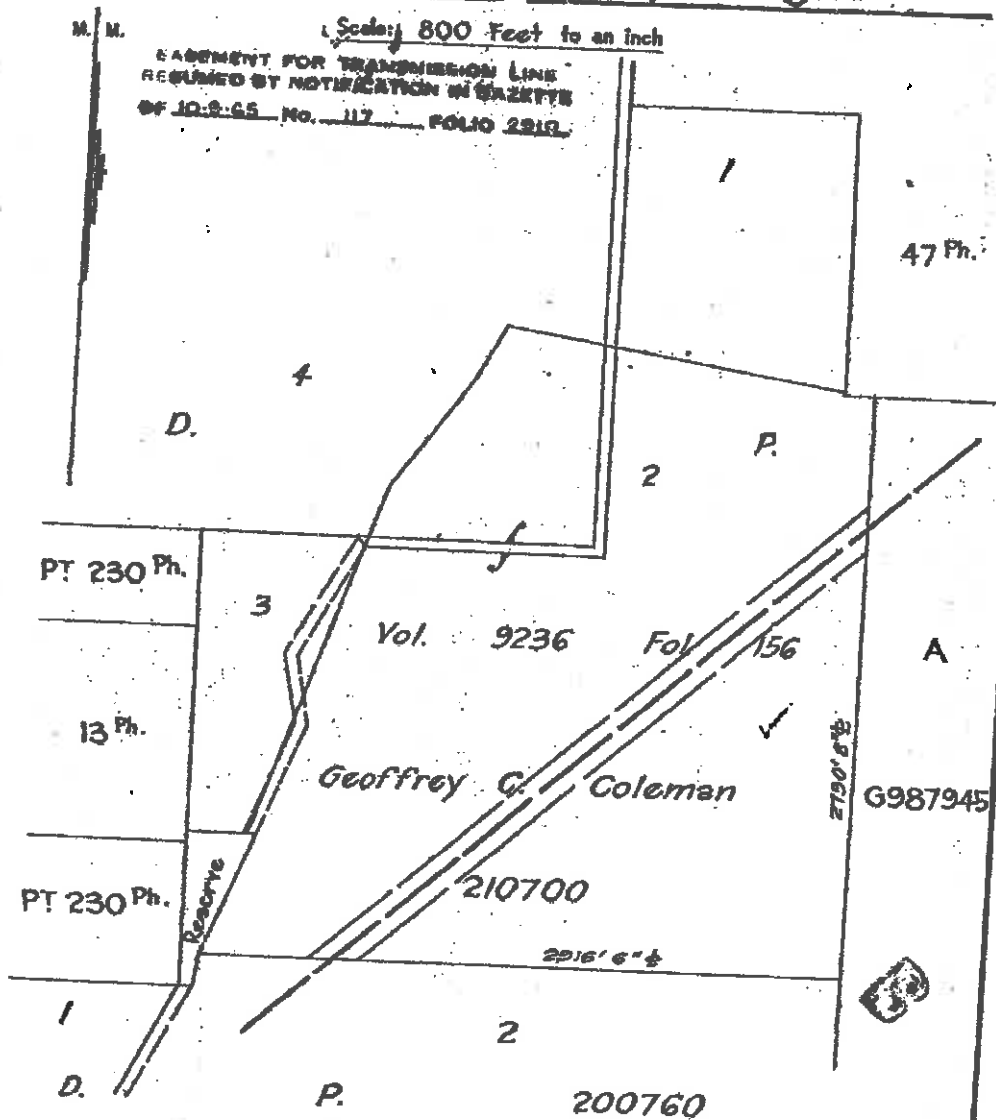
THE ELECTRICITY COMMISSION OF N.S.W.
TAMWORTH - ARMIDALE
330kV. TRANSMISSION LINE
PLAN

M

SHOWING SITE OF EASEMENT PROPOSED TO BE RESUMED FOR TRANSMISSION LINE

Parish of Tara

County of Inglis



Existing line of towers shown thus  forms centreline of easement 200 feet wide.

Date: 16/12/63

Field Book No.

W. J. Ryan & Co. of J.T.S. Ryan & Co.

Surveyor Registered under The Surveyors Act, 1929-46

P.5549

Municipality of
Shire of Cockburn

15

THE ELECTRICITY COMMISSION OF N.S.W.
TAMWORTH - ARMIDALE
330KV. TRANSMISSION LINE
PLAN

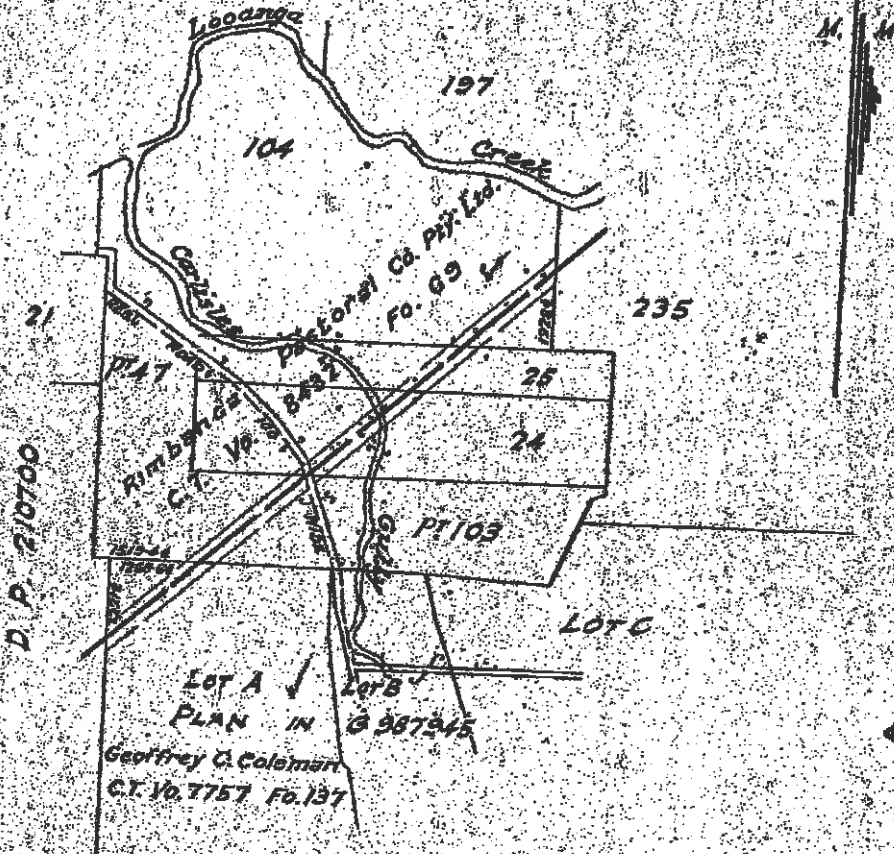
SHOWING SITE OF EASEMENT PROPOSED TO BE ACQUIRED FOR TRANSMISSION LINE

Parish of Tara County of Inglis

Scale: 20 Chains to an Inch

AS SHOWN ON THE TRANSMISSION LINE
EASEMENT PLAN IN COCKBURN
SHIRE DISTRICT FORM 2319

N



Existing line of towers shown thus
forms general line of Easement 200 feet wide.

Date: 7-17-03

Field Book No.

of J.T.S. Ryan & Co.
Surveyor registered under The Surveyors Act, 1929-46
P. 5550

~~Municipality of~~
Shire of Cockburn

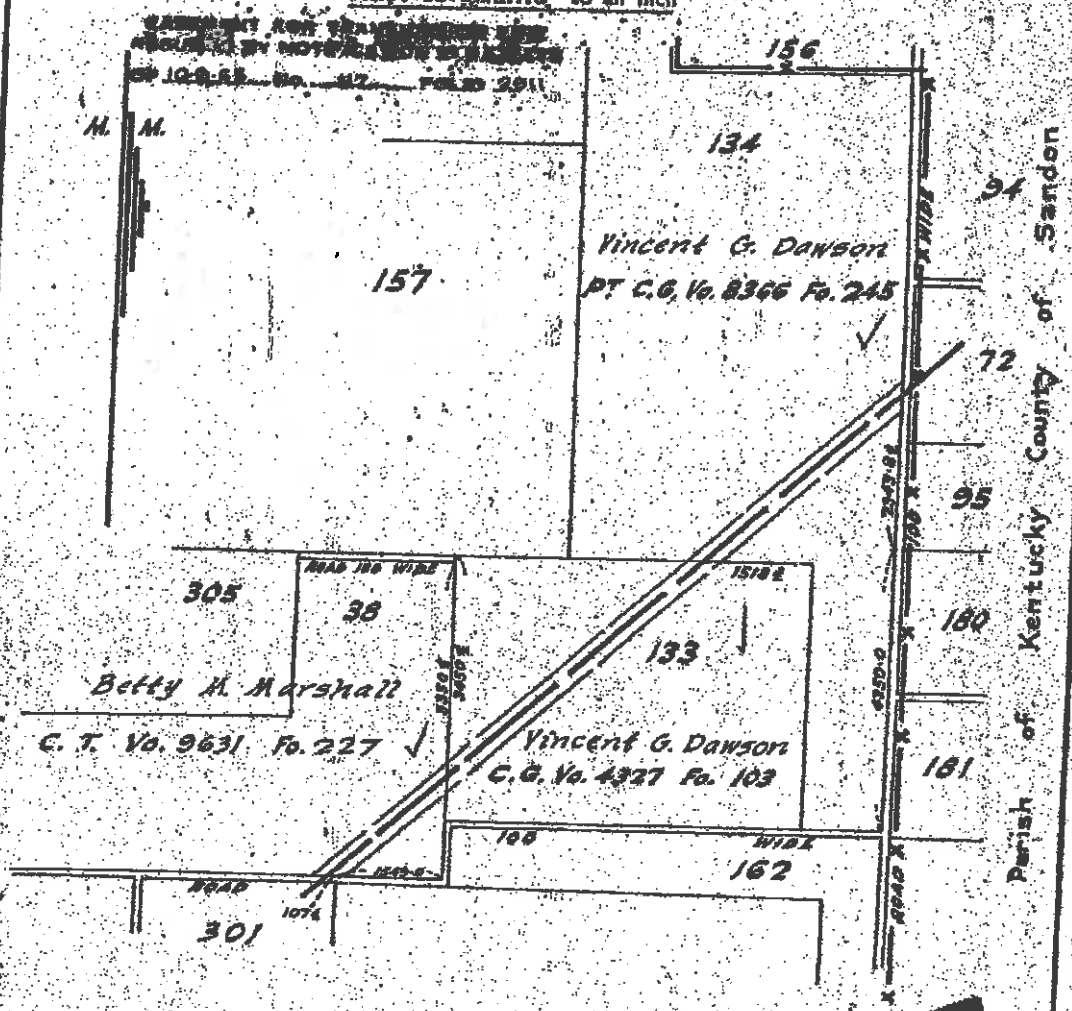
17

THE ELECTRICITY COMMISSION OF N.S.W.
TAMWORTH - ARMIDALE
330 KV. TRANSMISSION LINE
PLAN

SHOWING SITE OF EASEMENT PROPOSED TO BE ACQUIRED FOR TRANSMISSION LINE

Parish of Tara County of Inglis

Scale: 20 Chains to an Inch



Existing line of Towers shown thus ———
forms centreline of Easement 200 Feet Wide.

Date: 7-12-63
Field Book No.

J. F. S. Ryan & Co.
of J. F. S. Ryan & Co.
Surveyor Registered under The Surveyors Act, 1929-46
P. 5552

Municipality
Shire of Uralla

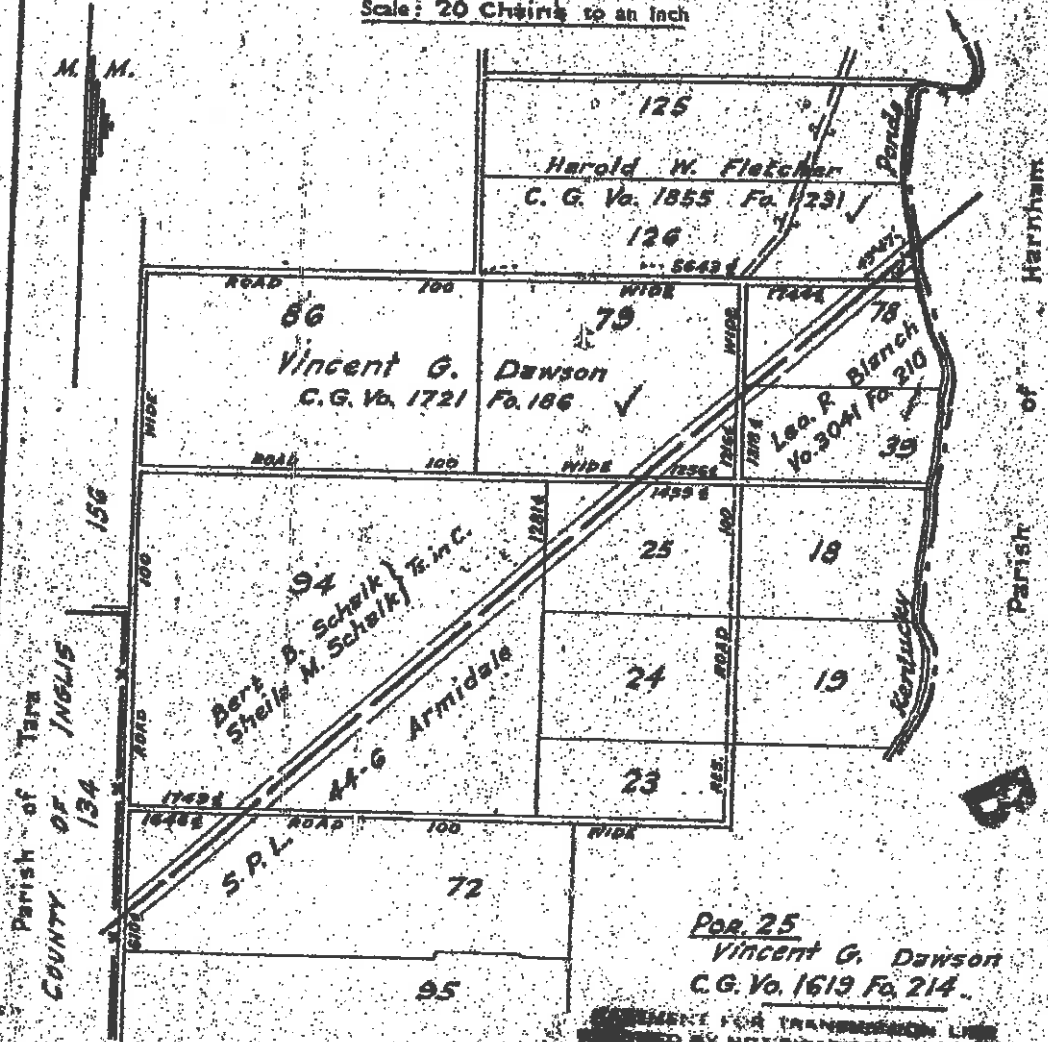
18

THE ELECTRICITY COMMISSION OF N.S.W.
TAMWORTH - ARMIDALE
330 KV TRANSMISSION LINE
PLAN

SHOWING SITE OF EASEMENT PROPOSED TO BE ACQUIRED FOR TRANSMISSION LINE

Parish of Kentucky County of Sandon

Scale: 20 Chains to an Inch



Existing line of Towers shown thus
forms centreline of Easement 200 Feet wide.

Por. 25
Vincent G. Dawson
C.G. Vo. 1619 Fo. 214

EASEMENT FOR TRANSMISSION LINE
NOTIFIED BY NOTIFICATION IN GAZETTE
No. 111

Date: 11-12-63
Field Book No.

of J. T. S. Ryan & Co.
Surveyor Registered under The Surveyors Act, 1929-46

P.5553

Municipality of
 Shire of Uralla

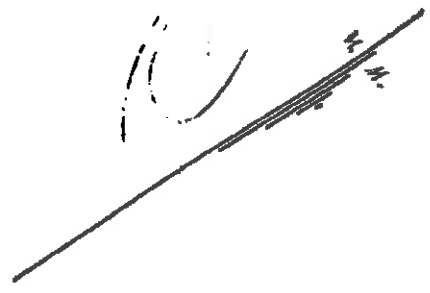
THE ELECTRICITY CO
TAMWORTH
 330kV. TRAN
 PL

SHOWING SITE OF EASEMENT PROPOSED

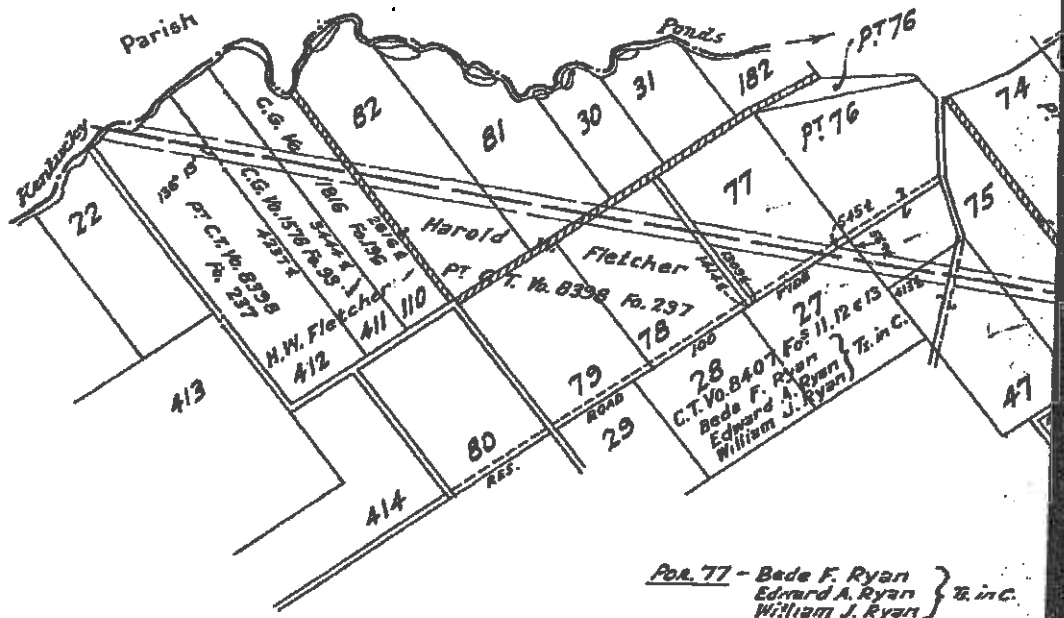
Parish of Harnham

Scale: 20 CH

EASEMENT FOR T
 REQUIRED BY NOTI
 OF 10.9.65 No.



Kentucky



Por. 77 - Bede F. Ryan } T. in C.
 Edward A. Ryan }
 William J. Ryan }
 C.T. Vo. 8407 Fo: 17, 18, & 19

Pt. Por. 76 - Bede F. Ryan } T. in C.
 Edward A. Ryan }
 William J. Ryan }
 C.T. Vo. 8407 Fo: 20, 21, &

Por. 75 & 47 - William J. Ryan } T.
 Edward A. Ryan }
 Bede F. Ryan }
 C.T. Vo. 9578 Fo: 24, &

Existing line of towers shown thus _____
 forms centreline of easement 200 feet wide.

Date 17-12-63
 Field Book No.

1523880

COMMISSION OF N.S.W.

- ARMIDALE

COMMISSION LINE

PLAN

TO BE RESUMED FOR TRANSMISSION LINE

County of Sandon

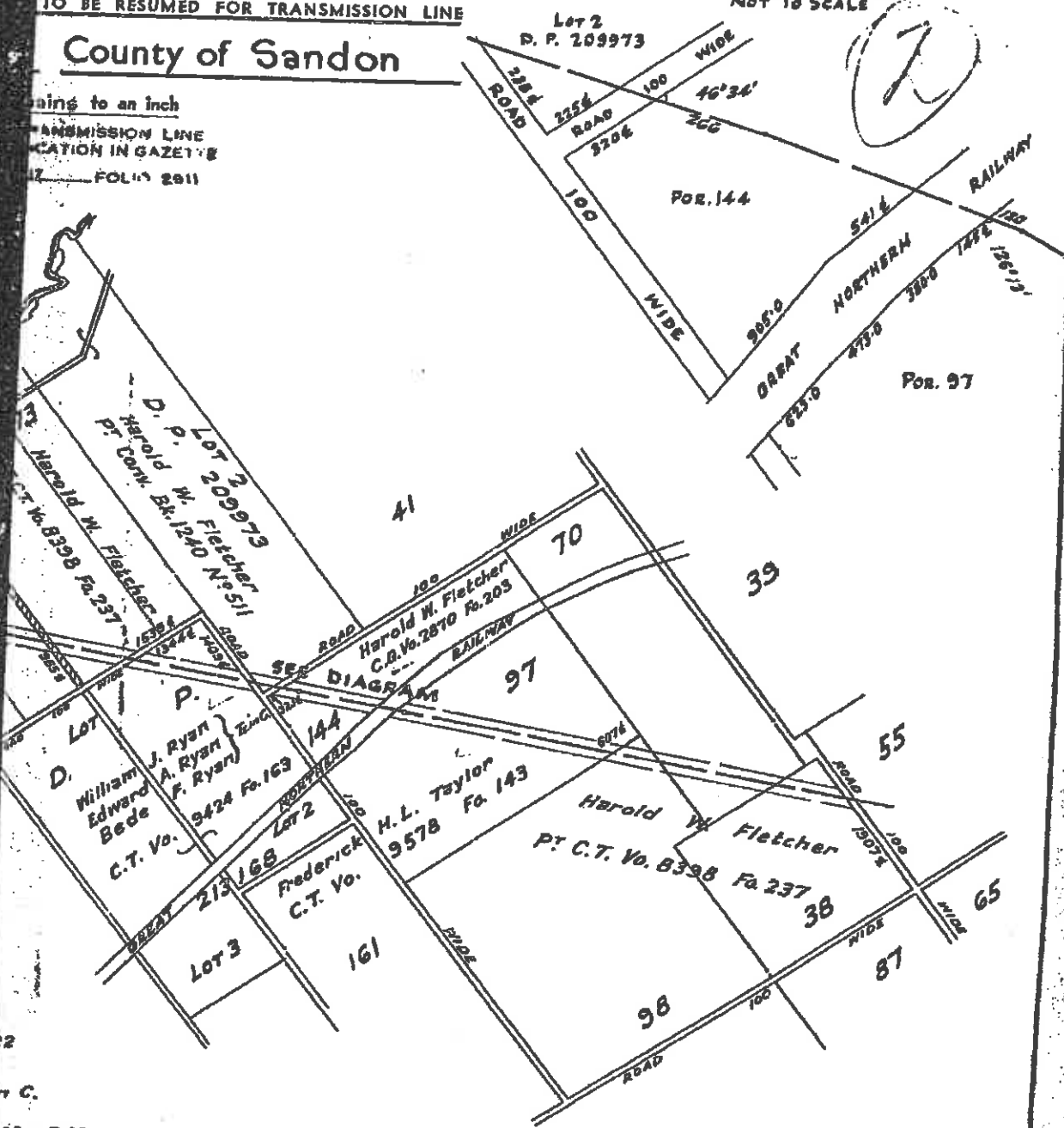
...ing to an inch
TRANSMISSION LINE
LOCATION IN GAZETTE
... FOLIO 2811

Q

19

DIAGRAM
NOT TO SCALE

7



of J.T.S. Ryan & Co.
Surveyor Registered under The Surveyors Act, 1929-46

P. 5554

Municipality of
Shire of Uralla

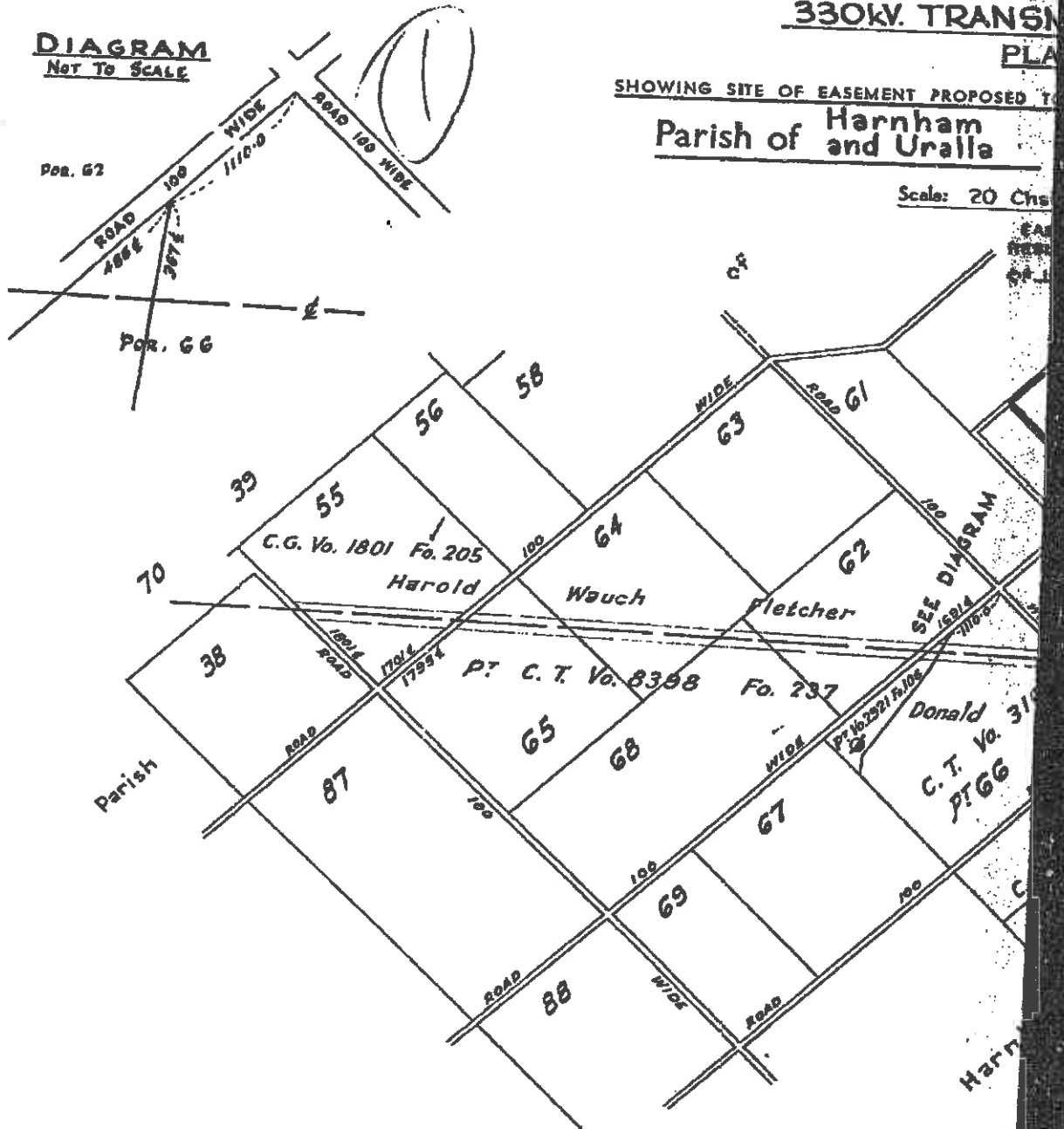
THE ELECTRICITY COM
TAMWORTH
330KV. TRANSMISSION
PLAN

DIAGRAM
NOT TO SCALE

SHOWING SITE OF EASEMENT PROPOSED TO

Parish of **Harnham**
and **Uralla**

Scale: 20 Chs



Existing line of towers shown thus
forms centreline of easement 200 feet wide.

Date 17-12-63

Field Book No.

Pt. Par. 66-

MISSION OF N.S.W.
FARMIDALE
MISSION LINE
N

R

20

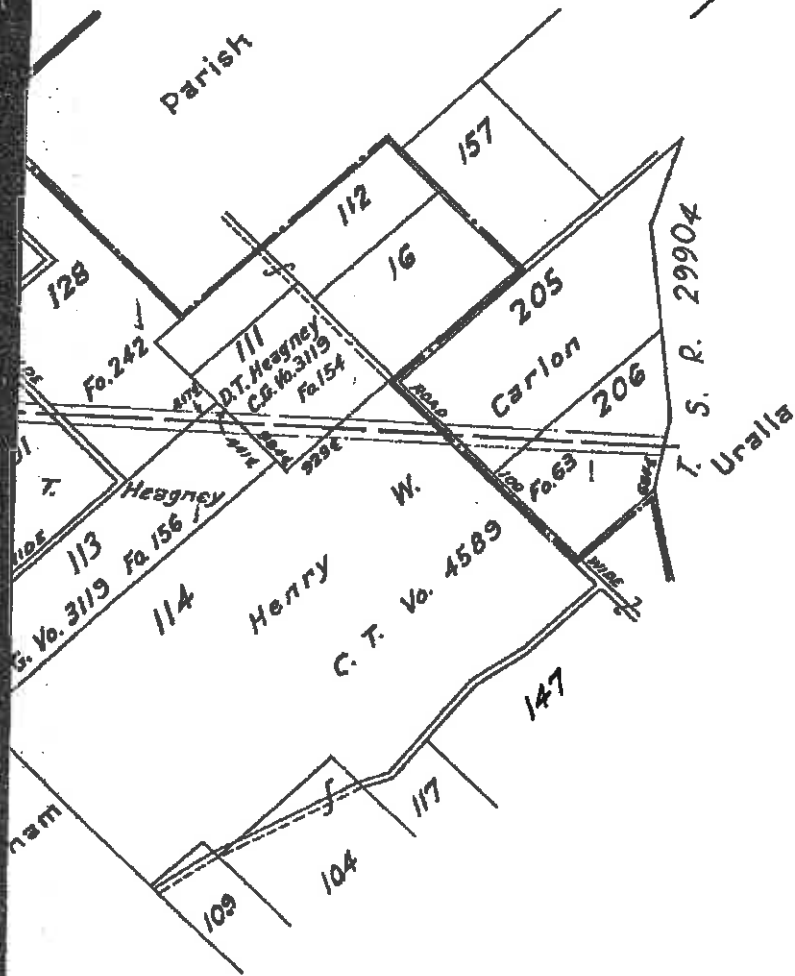
TO BE RESUMED FOR TRANSMISSION LINE

County of Sandon

Scale: 1 inch

APPROVED FOR TRANSMISSION LINE
BY NOTIFICATION IN GAZETTE
S.G. No. 111 FOLIO 2911

M.M.
(Handwritten signature/initials)



Harold W. Fletcher - Plan in A. 405805.

(Signature) of J.T.S. Ryan & Co.
Surveyor Registered under The Surveyors Act, 1929-46
P.5555

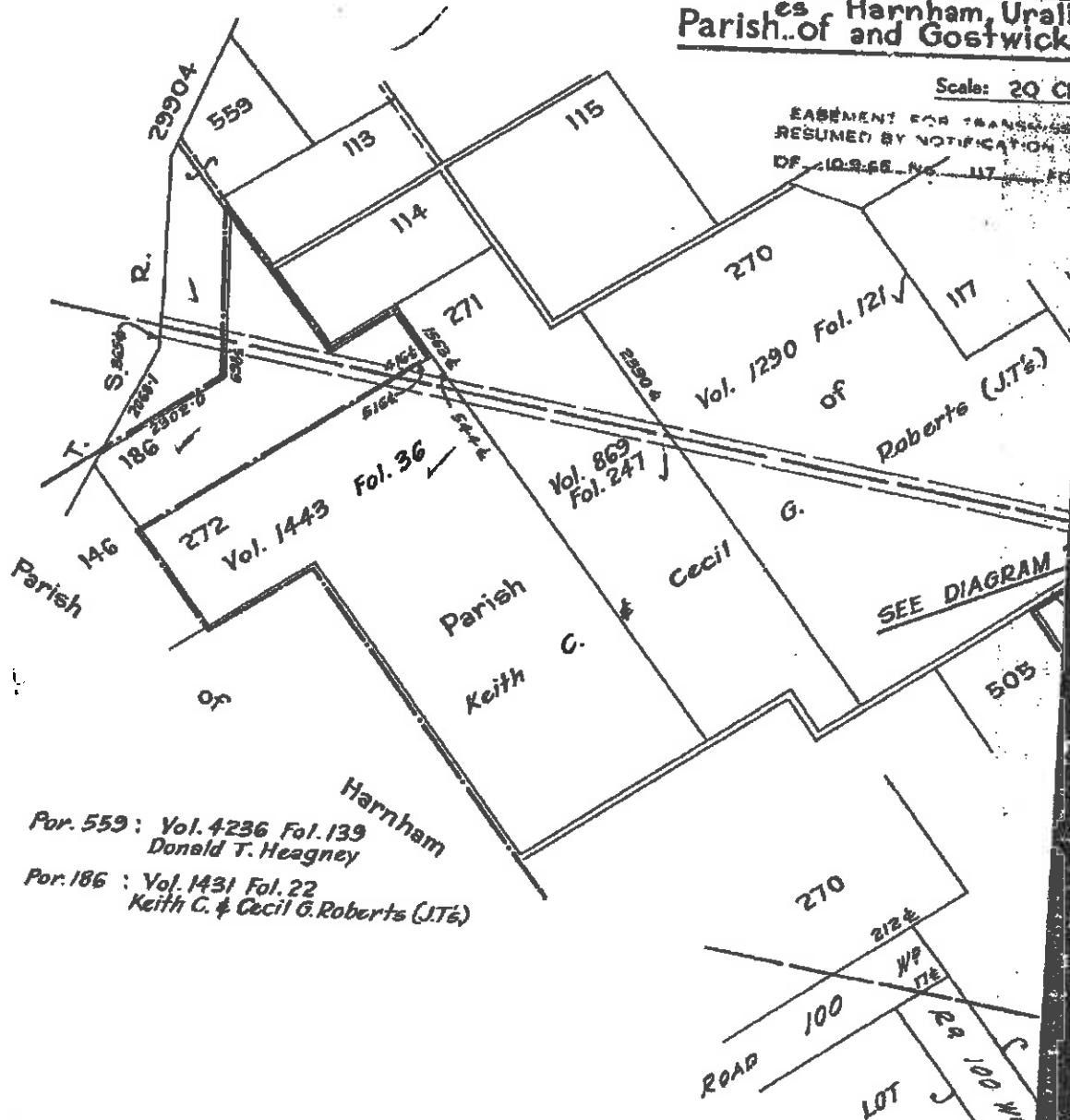
Municipality of
Shire of Uralia

THE ELECTRICITY CO
TAMWORTH
330kV. TRANS
PL

SHOWING SITE OF EASEMENT PROPOSED
es Harnham, Uralia
Parish..of and Gostwick

Scale: 20 Ch

EASEMENT FOR TRANSMISSION
RESUMED BY NOTIFICATION IN
OF 10.9.66 No. 117 FOL



Par. 559 : Vol. 4236 Fol. 139
Donald T. Heagney
Par. 186 : Vol. 1431 Fol. 22
Keith C. & Cecil G. Roberts (JTs)

SEE DIAGRAM

Existing line of towers shown thus ———
forms centreline of easement 200 feet wide.

Date: 16/12/63
Field Book No.

DIAGRAM "A"
Not to scale

COMMISSION OF N.S.W.
ARMIDALE
COMMISSION LINE
AN

TO BE RESUMED FOR TRANSMISSION LINE
County of Sandon

Scale: 1 inch
Gazette
Uralla

S

21

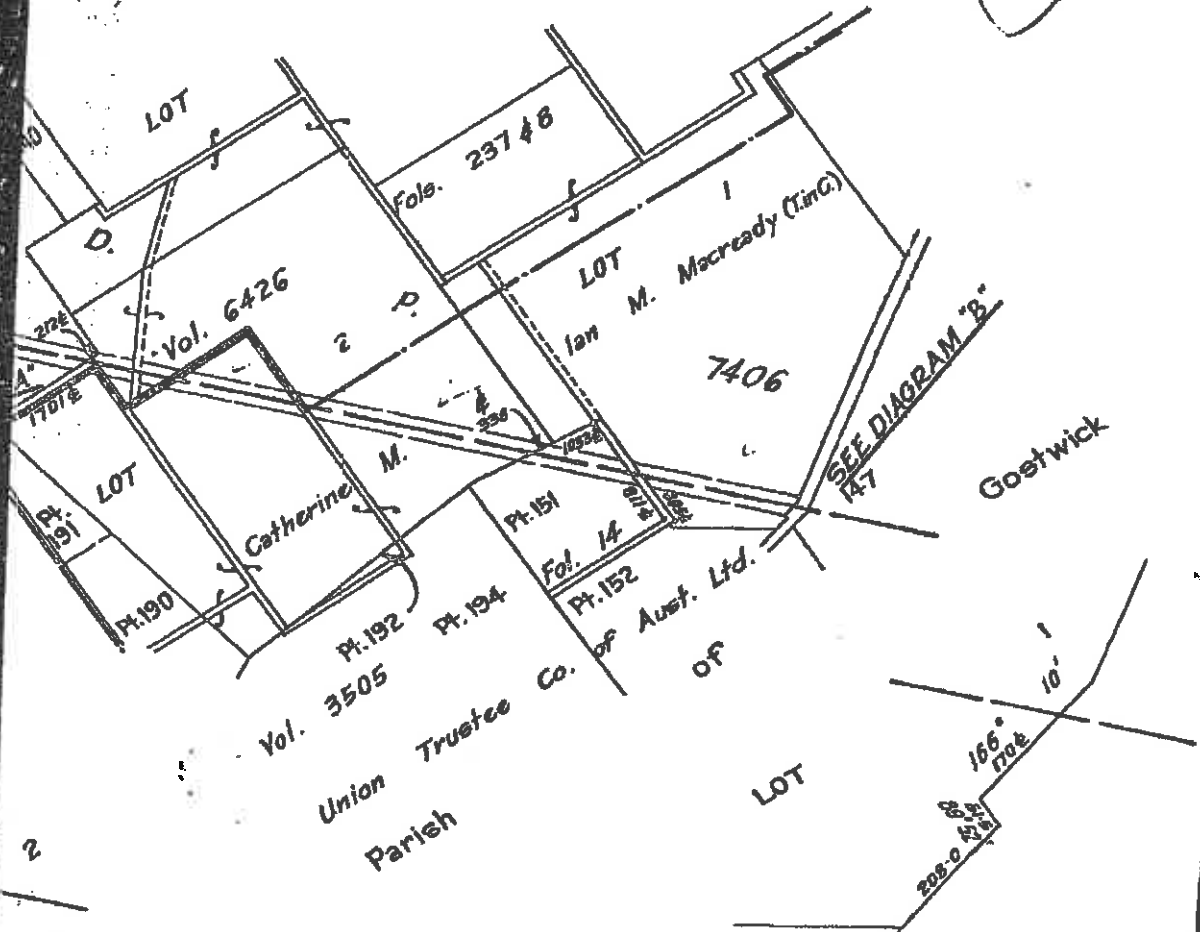


DIAGRAM 'B'
Not to scale

J.T.S. Ryan & Co.
Surveyor Registered under The Surveyors Act, 1929-46
P. 5556

Shire of U.R.A.L.A

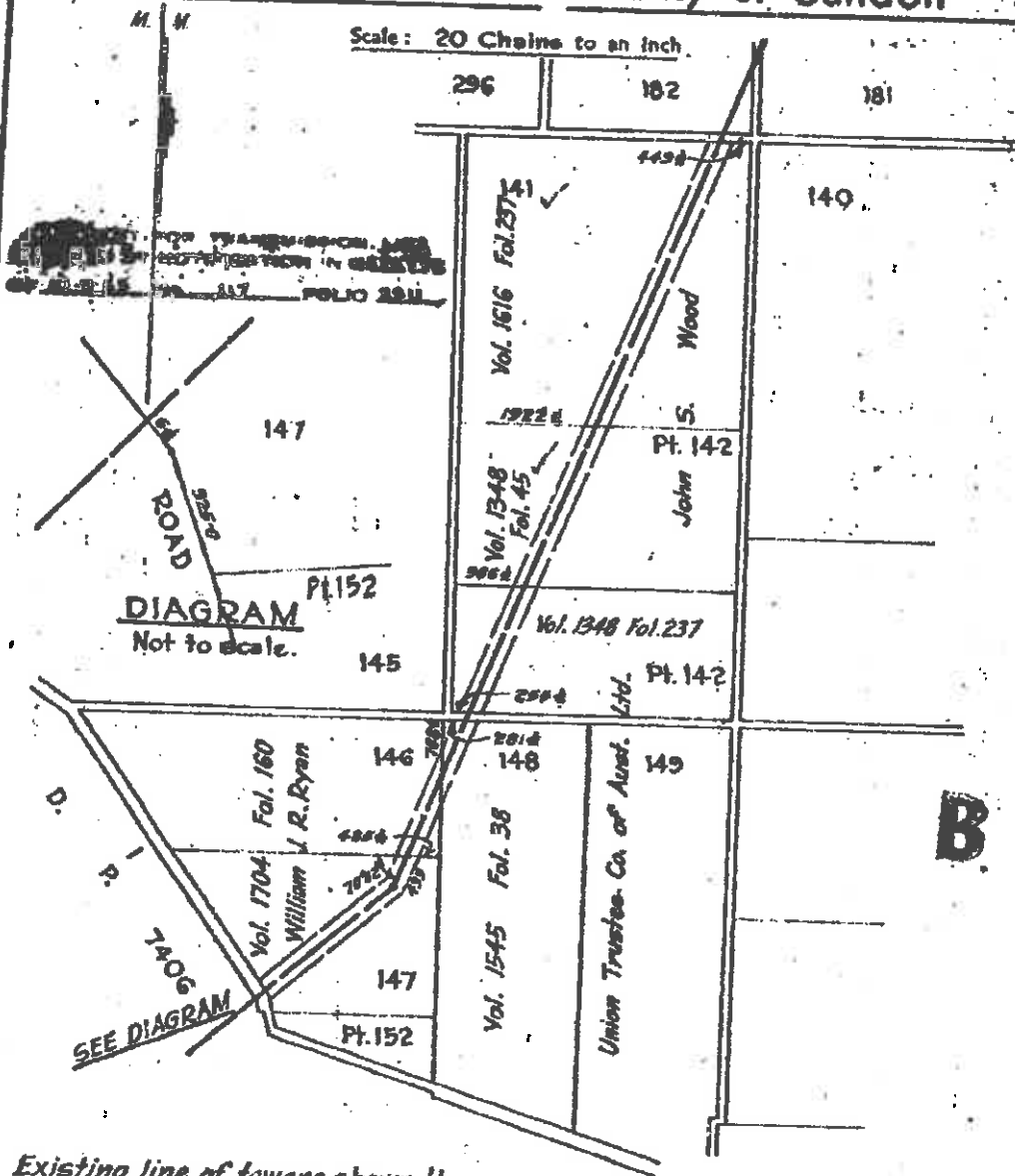
22

THE ELECTRICITY COMMISSION OF N.S.W.
TAMWORTH - ARMIDALE
330KV. TRANSMISSION LINE
PLAN

SHOWING SITE OF EASEMENT PROPOSED TO BE ACQUIRED FOR TRANSMISSION LINE

Parish of Gostwick County of Sandon

Scale: 20 Chains to an Inch.



Existing line of towers shown thus
forms centreline of easement 200 feet wide.

Date: 16/12/63
Field Book No.

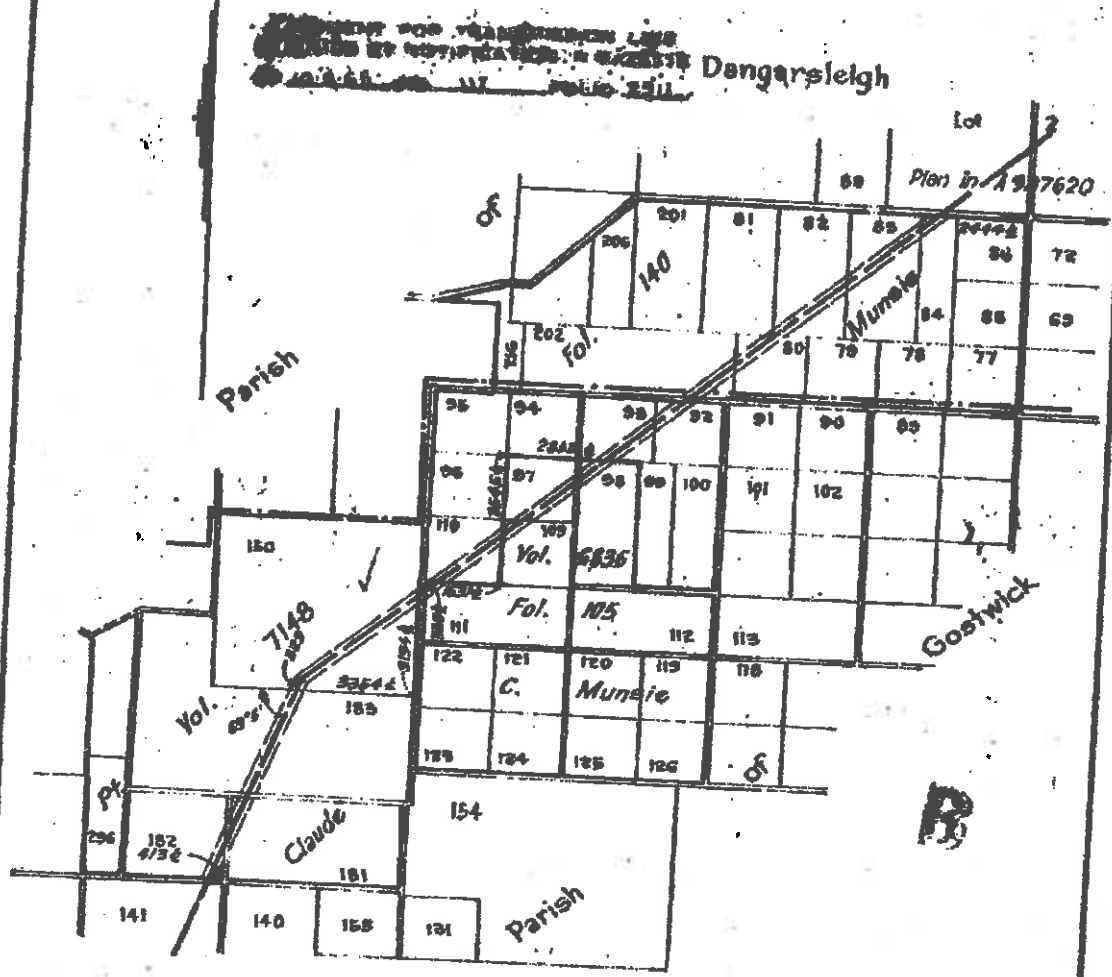
John J. Ryan of J.T.S. Ryan & Co.
Surveyor Registered under The Surveyors Act, 1929-46

P.5557

THE ELECTRICITY COMMISSION OF N.S.W.
TAMWORTH-ARMIDALE
330kV. TRANSMISSION LINE
PLAN

SHOWING SITE OF EASEMENT PROPOSED TO BE ACQUIRED FOR TRANSMISSION LINE
 Parish of Dangareleigh County of Sandon

Scale: 40 Chains to an Inch



Existing line of towers shown thus _____
 forms centreline of easement 200 feet wide.

Date: 16/12/63
 Field Book No. _____

J.T.S. Ryan & Co.
 Surveyor Registered under The Surveyors Act, 1929-46
P.5558

Municipality of
Shire of Uralla

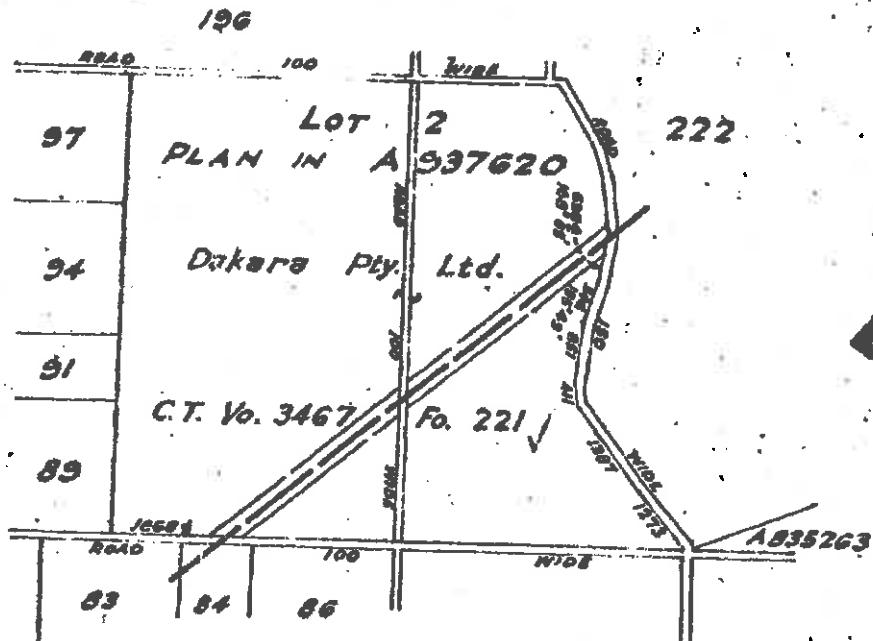
24

THE ELECTRICITY COMMISSION OF N.S.W.
TAMWORTH - ARMIDALE
330 KV. TRANSMISSION LINE
PLAN

SHOWING SITE OF EASEMENT PROPOSED TO BE ACQUIRED FOR TRANSMISSION LINE
Parish of Dangarsleigh County of Sandon

Scale: 20 Chains to an Inch

EASEMENT FOR TRANSMISSION LINE
INDICATED BY NOTIFICATION IN RESERVE
OF 1965 No. 172 POLAR 2011



Existing line of Towers shown thus ————
forms centreline of Easement 200 feet wide.

Date: 12-12-63
Field Book No.

of J. T. S. Ryan & Co.,
Surveyor Registered under The Surveyors Act, 1929-46

P.5559

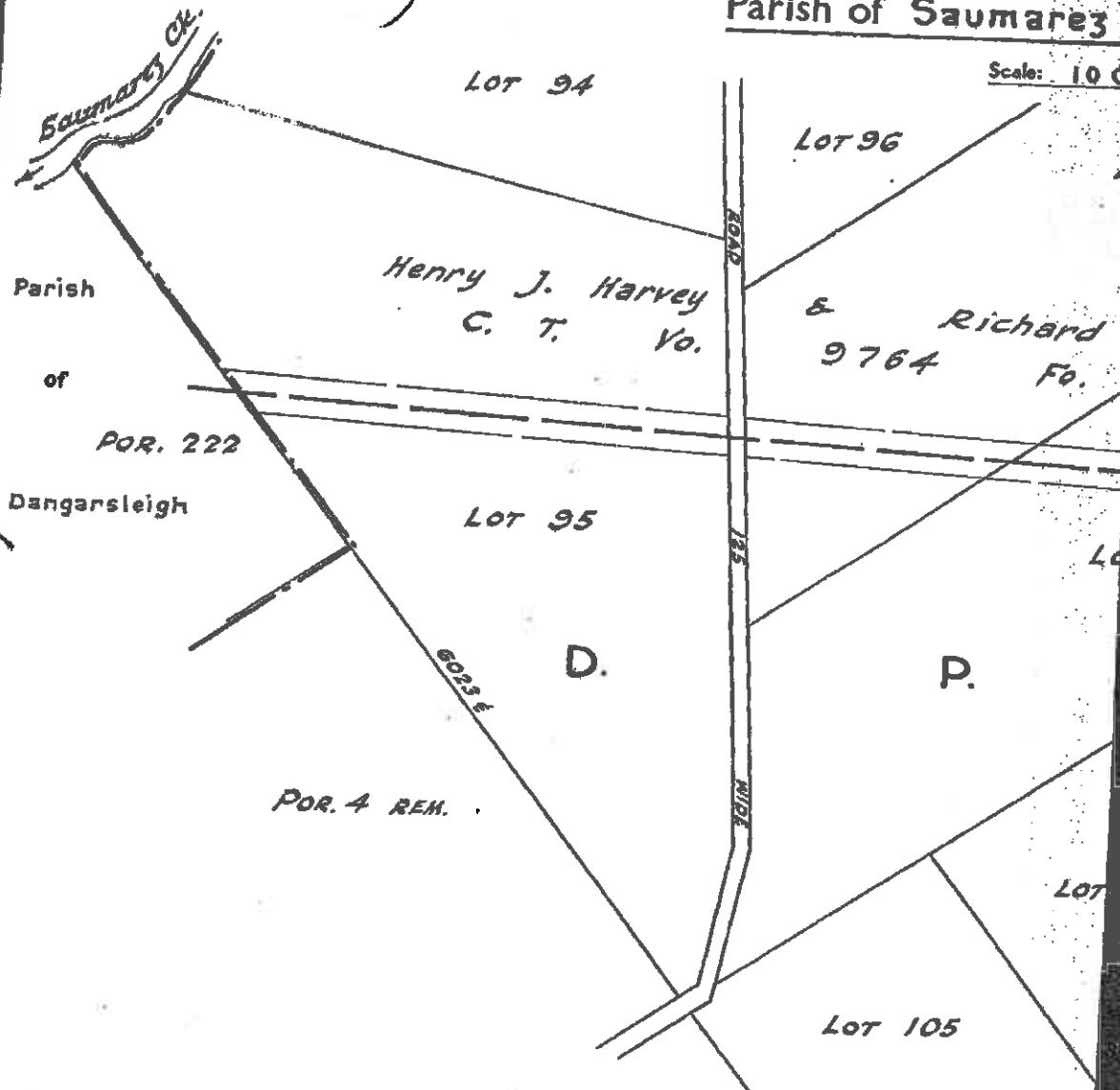
Municipality of
Shire of Dumaresq.

THE ELECTRICITY CO
TAMWORTH
330 KV. TRANS
PL

SHOWING SITE OF EASEMENT PROPOSED

Parish of Saumarez

Scale: 10 CH



Existing line of Towers shown thus ———
forms centreline of Easement 200 feet wide.

Date 14-12-69
Field Book No. _____

26

COMMISSION OF N.S.W.

ARMIDALE
TRANSMISSION LINE
PLAN

W

TO BE RESUMED FOR TRANSMISSION LINE

County of Sandon

Scale 1 inch

EASEMENT FOR TRANSMISSION LINE
RESUMED BY NOTIFICATION IN GALS. 72
OF 10.9.85 No. 117 FOLIO 2811



Lot 97

H. Harvey (Tr.in C.)
21

Lot 44

D. P. 4356

Lot 98

Lot 99

5 4 5 5

Raymond A. Simmons &
Reginald J. Simmons (Tr.in C.)

PT. C. T. Vo. 6759 Fo. 218

Lot 104

Lot 100

Lot 101

Lot 102

Lot 103

J.T.S. Ryan & Co.
of J. T. S. Ryan & Co.

Surveyor Registered under The Surveyors Act, 1929-46

P.5561

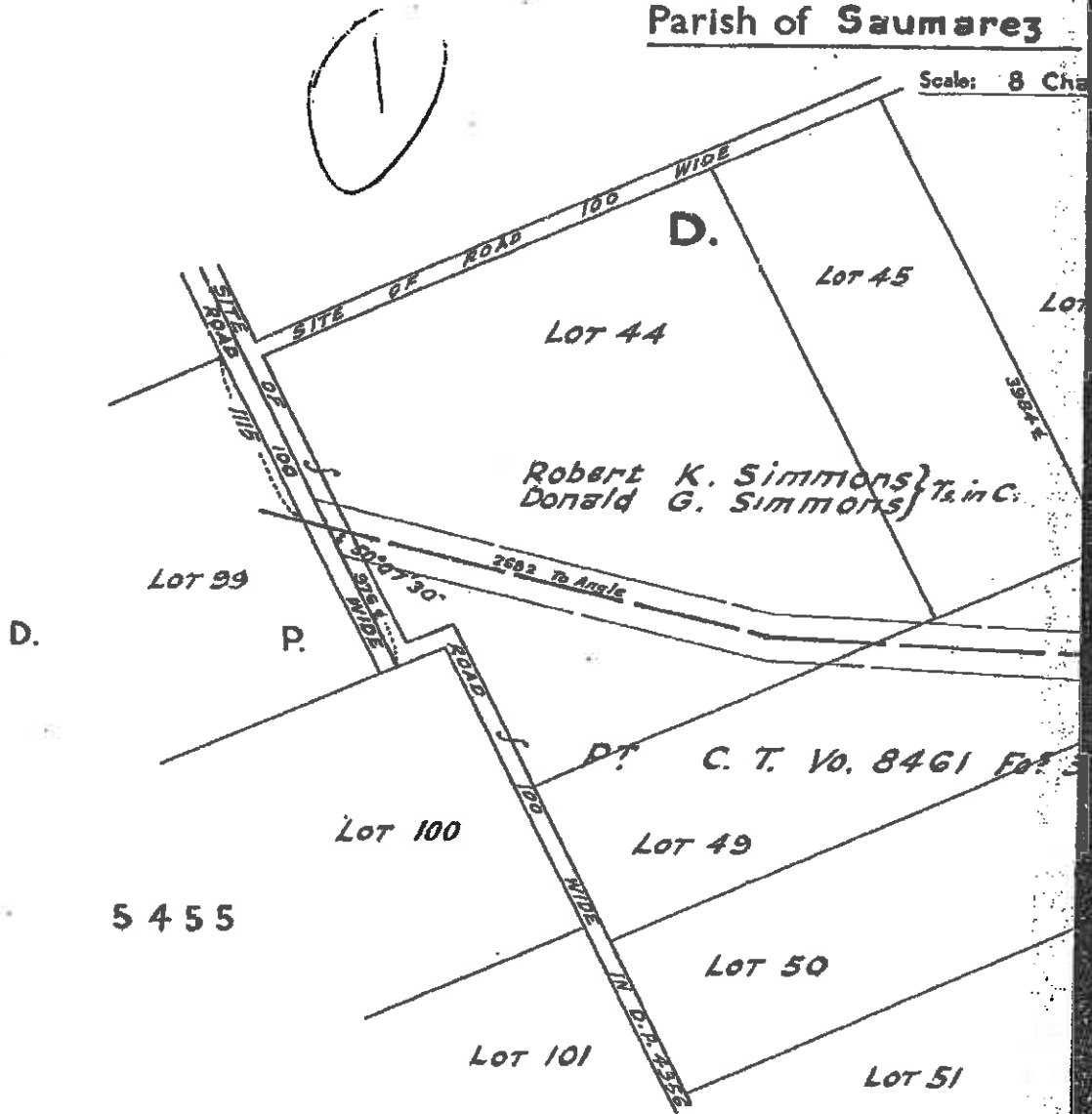
Municipality of
 Shire of Dumaresq

THE ELECTRICITY CO
TAMWORTH -
330 kV. TRANS
 PL

SHOWING SITE OF EASEMENT PROPOSED

Parish of Saumarez

Scale: 8 Cha



Robert K. Simmons } Ts. in C.
 Donald G. Simmons }

D.

P.

DT C. T. Vo. 8461 Fol. 3

5455

*Existing line of Towers shown thus ————
 forms centreline of Easement 200 feet wide.*

Date 14-12-63
 Field Book No.

MISSION OF N.S.W.

ARMIDALE MISSION LINE

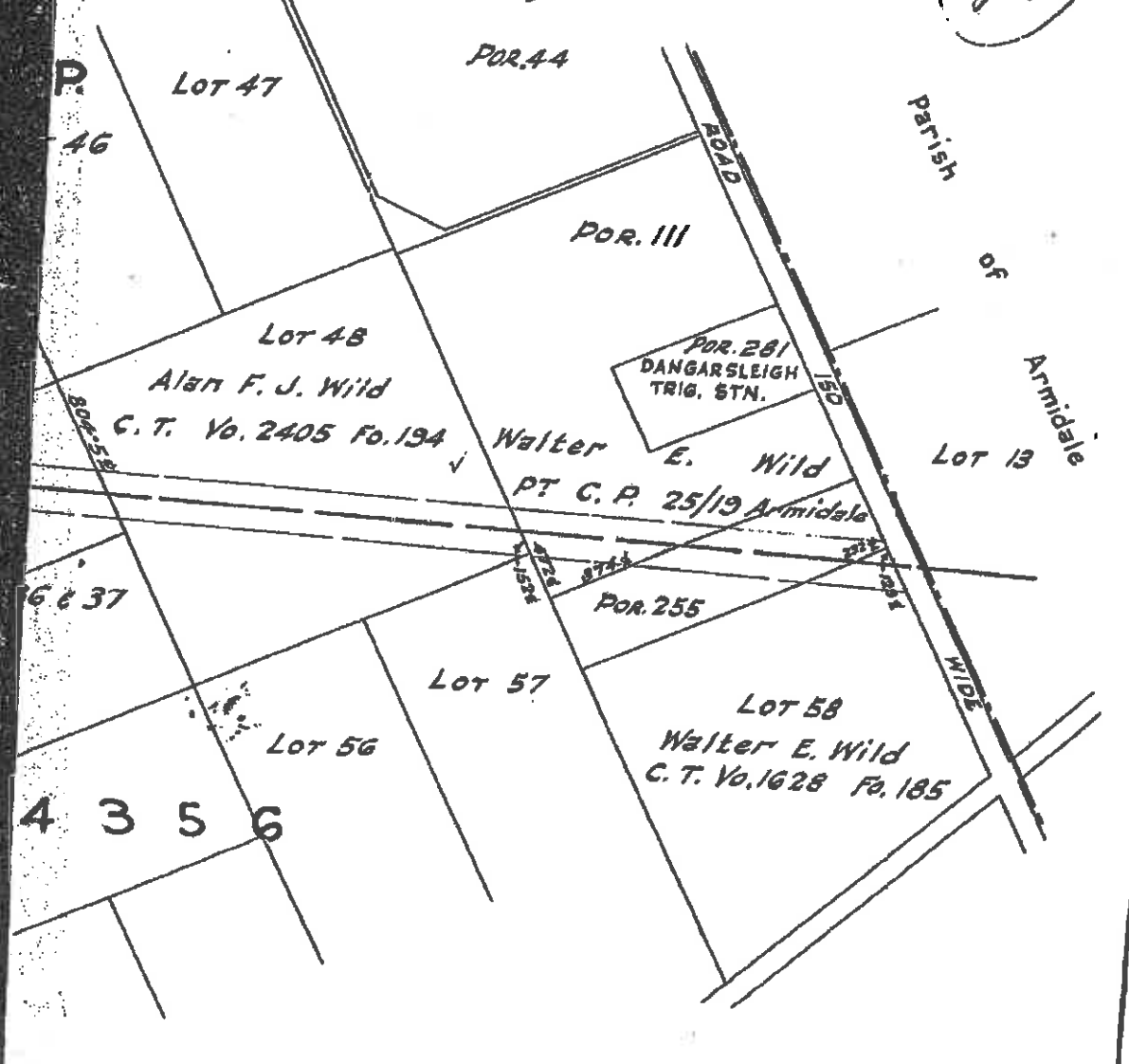
27

AN

TO BE RESUMED FOR TRANSMISSION LINE

County of Sandon

THIS is an inch EASEMENT FOR TRANSMISSION LINE
RESUMED BY NOTIFICATION IN GAZETTE
OF 10.9.65 No. 117 FOLIO 2911.



P. 46

6 & 37

4 3 5 6

of J. T. S. Ryan & Co.
Surveyor Registered under The Surveyors Act, 1929-46
P.5562

Municipality of
Shire of Dumaresq

28

THE ELECTRICITY COMMISSION OF N.S.W.
TAMWORTH - ARMIDALE
330 KV. TRANSMISSION LINE
PLAN

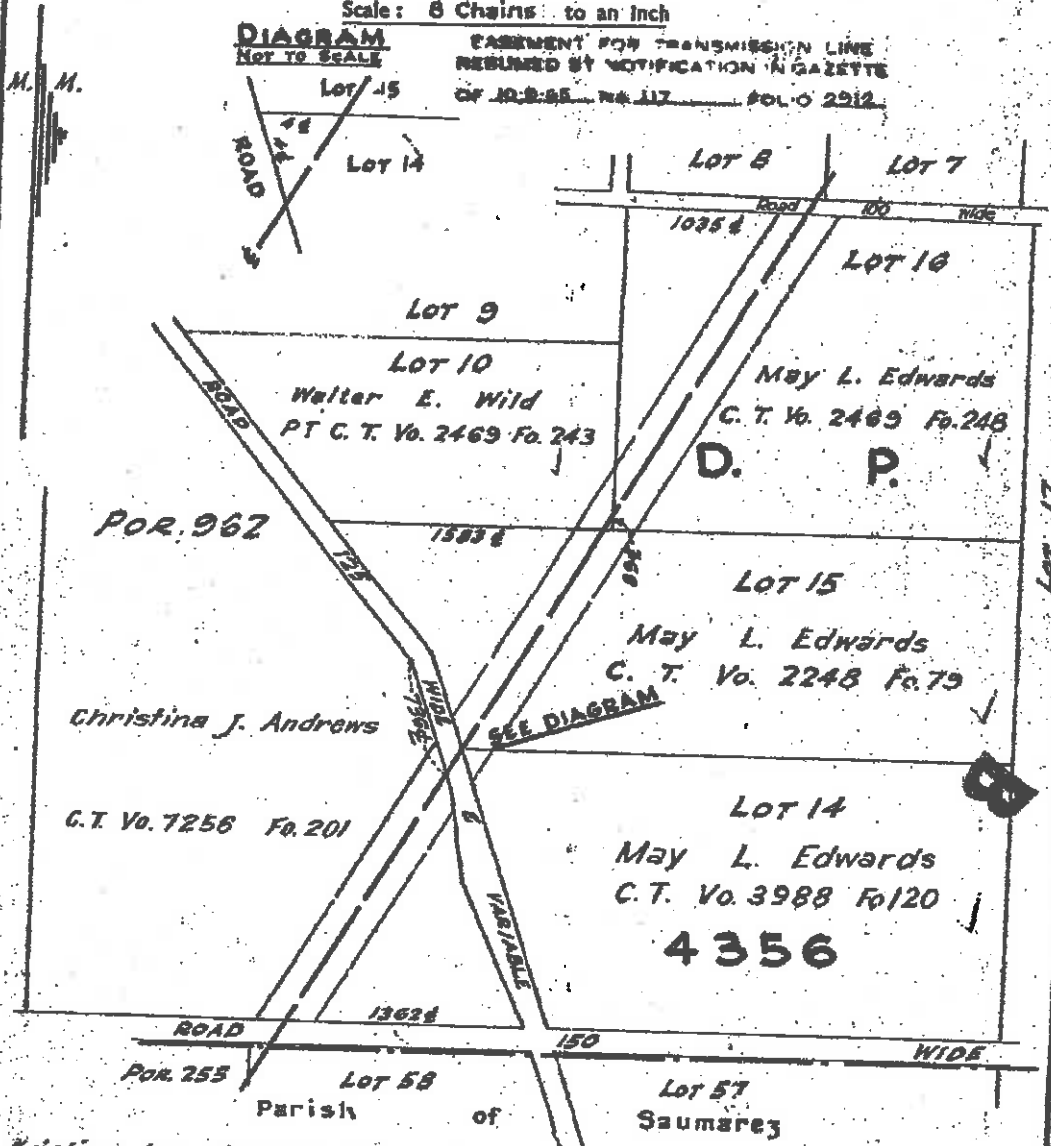
SHOWING SITE OF EASEMENT PROPOSED TO BE ACQUIRED FOR TRANSMISSION LINE

Parish of Armidale County of Sandon

Scale: 8 Chains to an Inch

DIAGRAM
NOT TO SCALE

EASEMENT FOR TRANSMISSION LINE
REQUIRED BY NOTIFICATION IN GAZETTE
OF 10.8.85 No. 117 VOL. O 2912



Existing line of Towers shows this
forms Centreline of Easement 200 feet wide.

Date: 14-12-83

Field Book No. _____

of J. T. S. Ryan & Co.

Surveyor Registered under The Surveyors Act, 1929-46

P. 5563

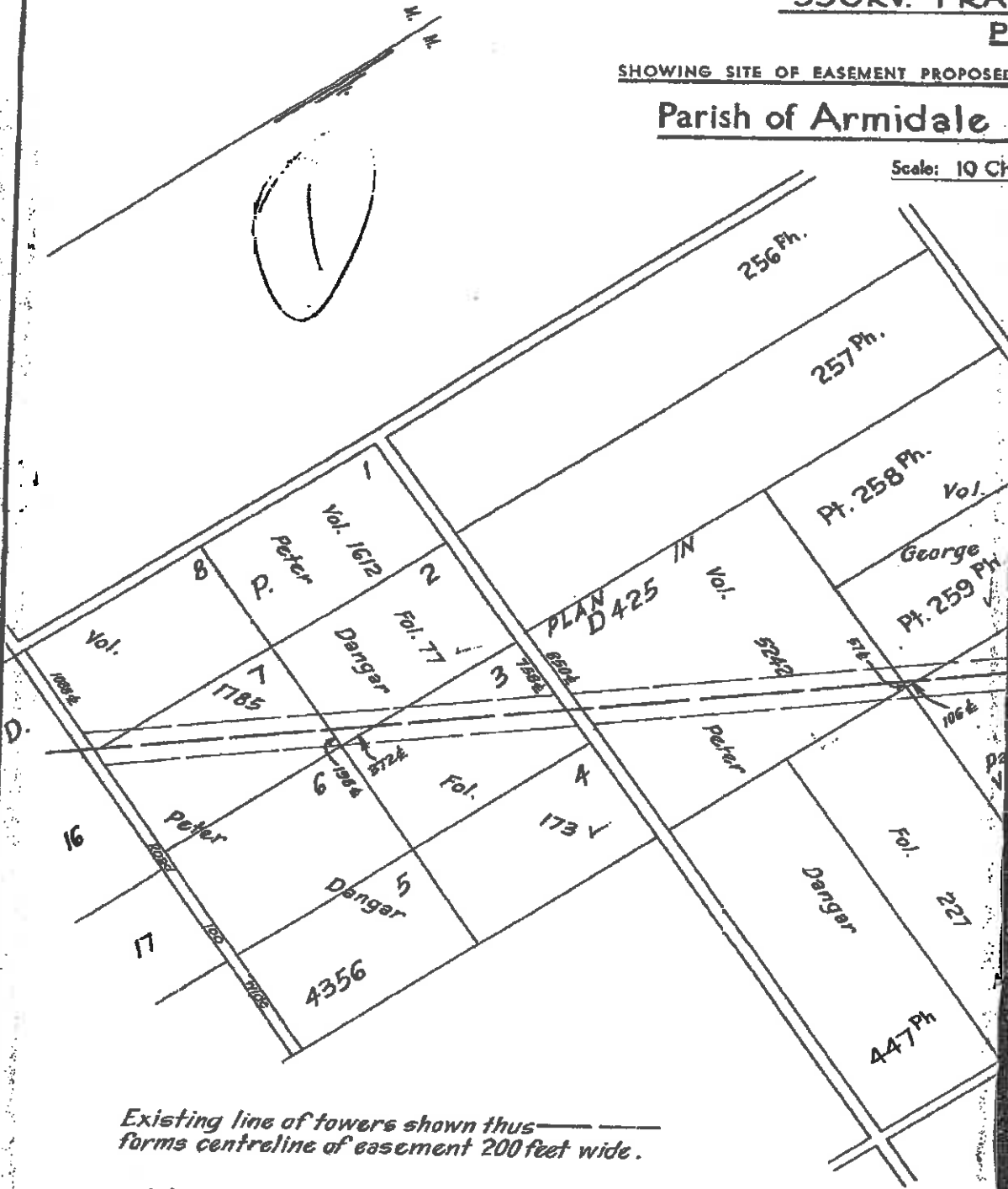
Municipality of
Shire of Dumaresq

THE ELECTRICITY COMPANY
TAMWORTH
330KV. TRANSMISSION
PLAN

SHOWING SITE OF EASEMENT PROPOSED

Parish of Armidale

Scale: 10 Ch



Existing line of towers shown thus  forms centreline of easement 200 feet wide.

Date: 17/12/63
Field Book No. _____

16238911

COMMISSION OF N.S.W.

**H-ARMIDALE
TRANSMISSION LINE
PLAN**

29

Z

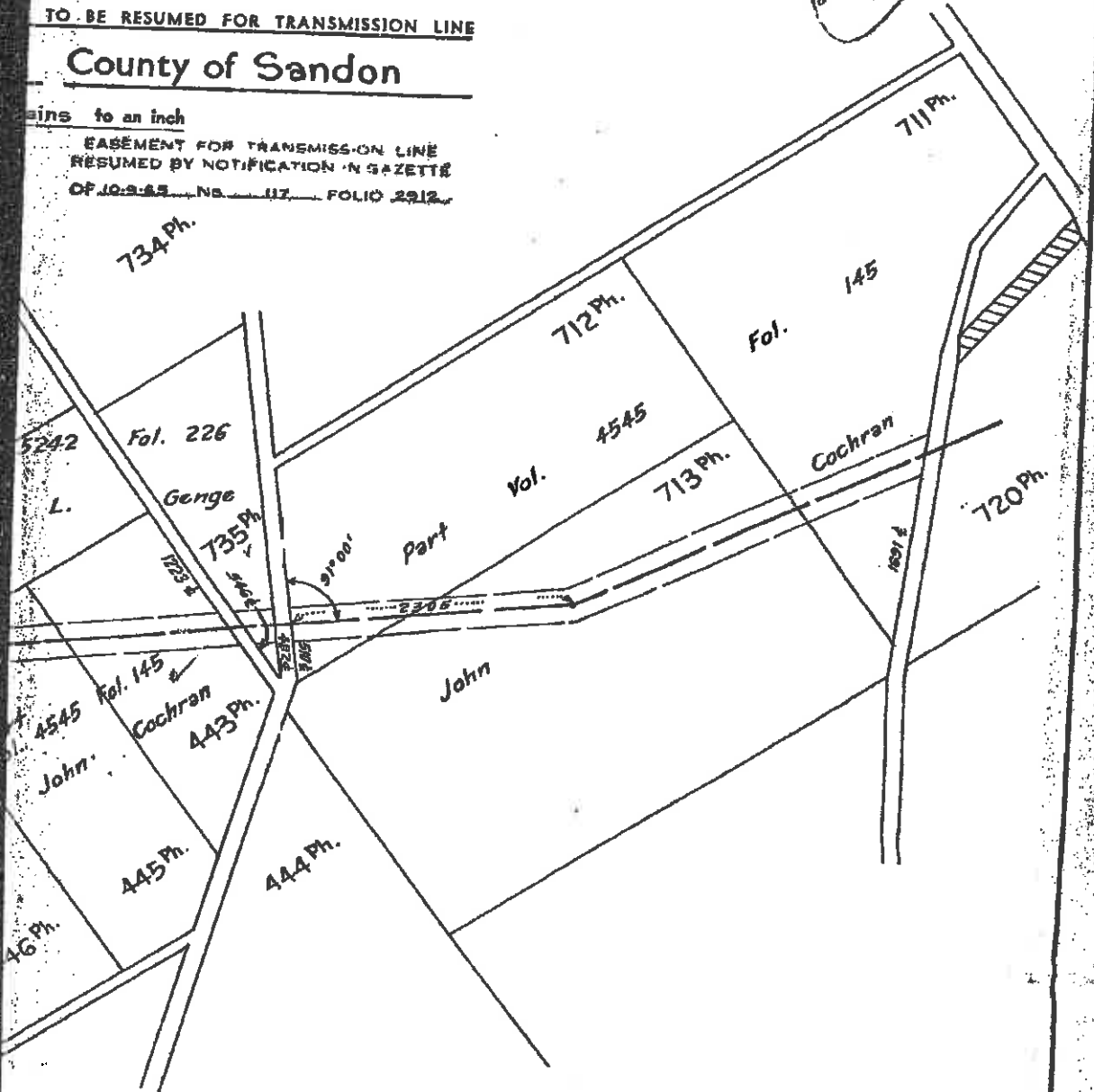


TO BE RESUMED FOR TRANSMISSION LINE

County of Sandon

Scale: 1 inch

EASEMENT FOR TRANSMISSION LINE
RESUMED BY NOTIFICATION IN GAZETTE
OF 10.9.85 NO. 117 FOLIO 2912



J.T.S. Ryan & Co.
Surveyor Registered under The Surveyors Act, 1929-46
P. 5564

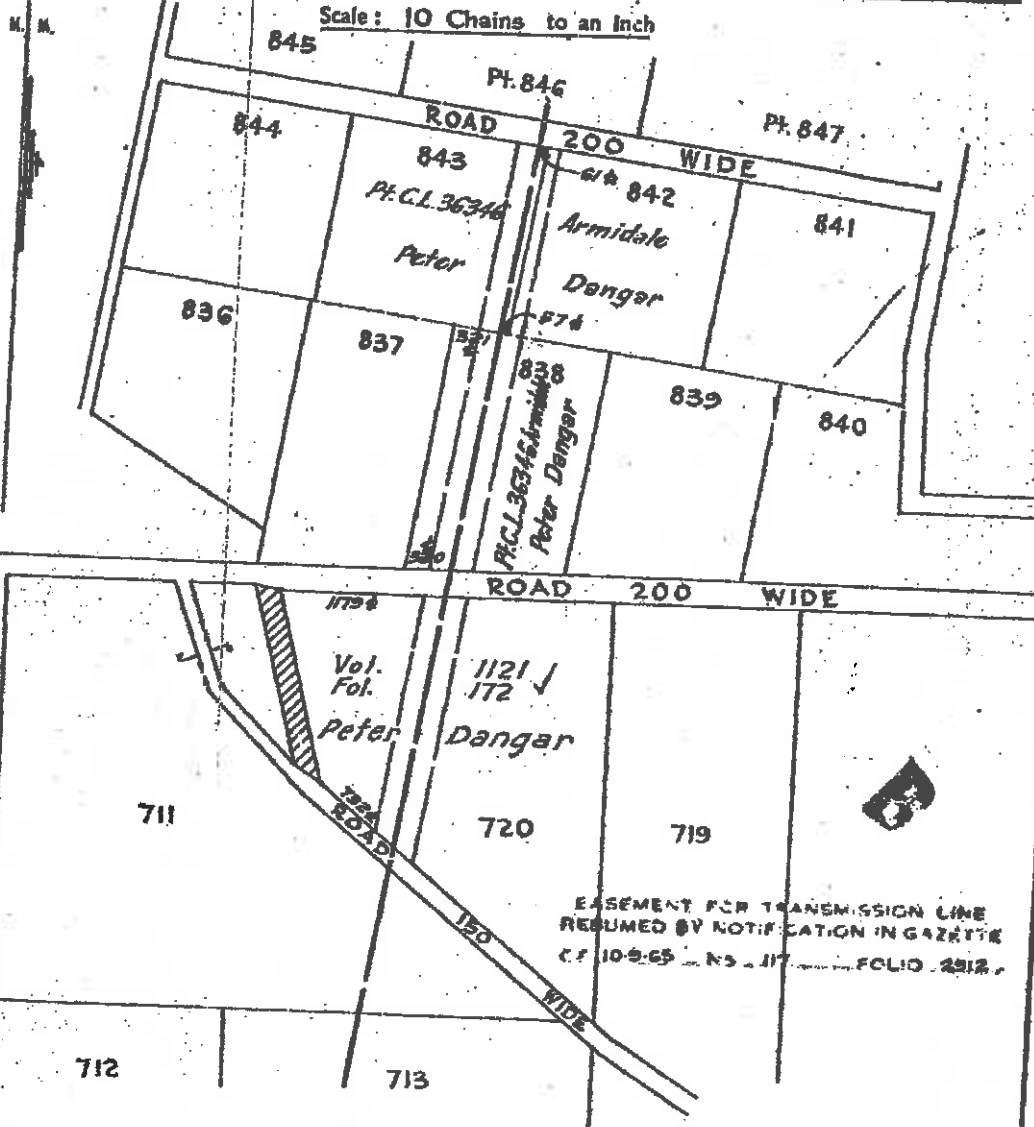
Municipality of
Shire of Dumaresq

30

THE ELECTRICITY COMMISSION OF N.S.W.
TAMWORTH-ARMIDALE
330KV. TRANSMISSION LINE
PLAN

AA

SHOWING SITE OF EASEMENT PROPOSED TO BE ACQUIRED FOR TRANSMISSION LINE
Parish of Armidale County of Sandon



Existing line of towers shown thus ———
forms centreline of easement 200 feet wide.

Date: 16/12/63

Field Book No.

J. T. S. Ryan & Co.
Surveyor Registered under The Surveyors Act, 1929-46

P. 5565

Municipality of
Shire of Dumaresq

31

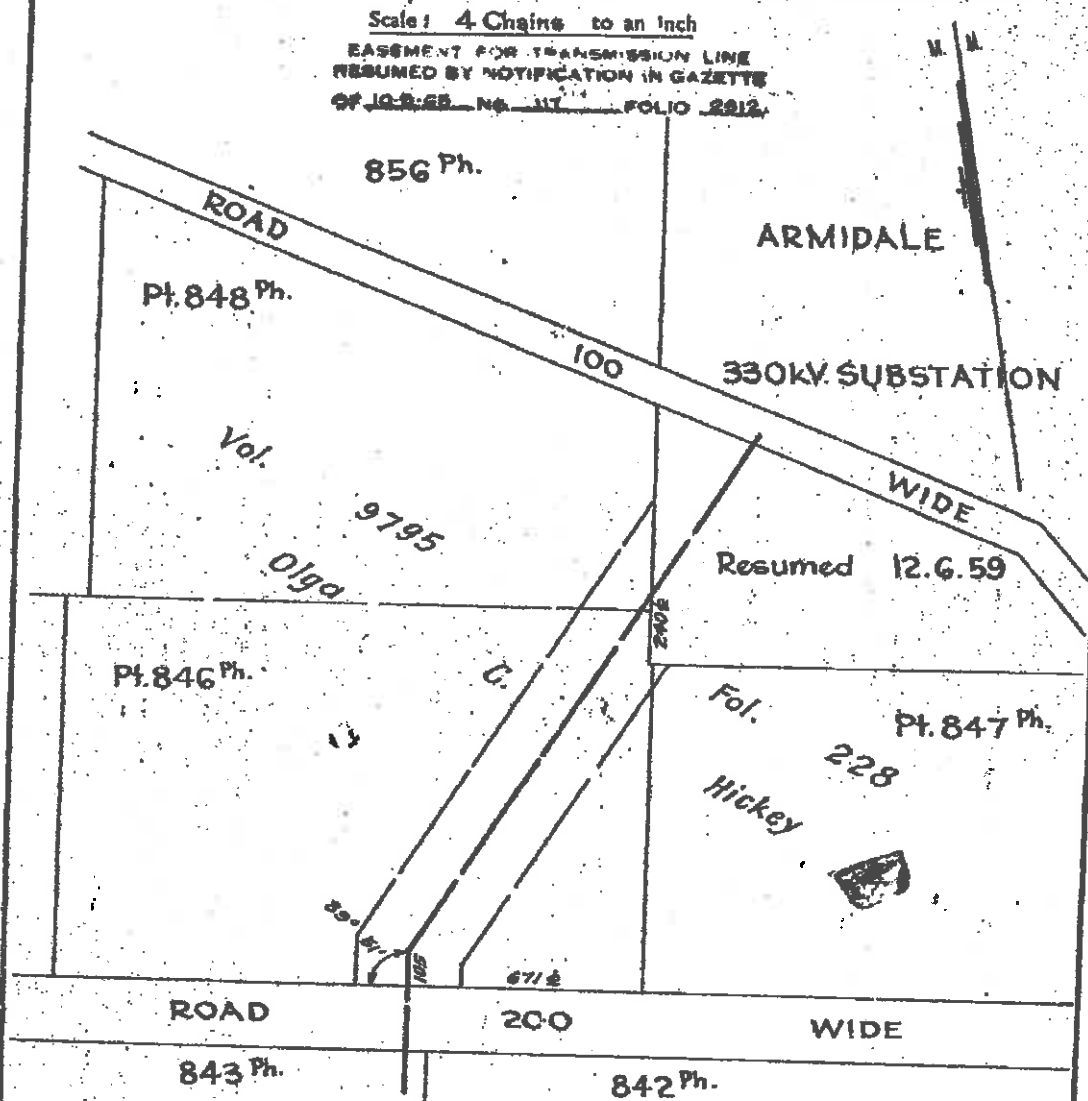
THE ELECTRICITY COMMISSION OF N.S.W.
TAMWORTH-ARMIDALE
330KV. TRANSMISSION LINE
PLAN

BB

SHOWING SITE OF EASEMENT PROPOSED TO BE ACQUIRED FOR TRANSMISSION LINE

Parish of Armidale County of Sandon

Scale: 4 Chains to an Inch
EASEMENT FOR TRANSMISSION LINE
RESUMED BY NOTIFICATION IN GAZETTE
OF 12.6.59 No. 117 FOLIO 2212



Centreline of transmission line shown thus  forms centreline of easement 200 feet wide.

Date: 17/12/63

Field Book No.

W. J. S. Ryan & Co. of J.T.S. Ryan & Co.
Surveyor Registered under The Surveyors Act, 1929-46

P.5566

SCHEDULE.

Lot	Section	Deposited Plan or Name of Estate	Part or Whole Volume	Folio
Pt.143	Parish Tamworth	County Inglis	PART C.T.	4078 1 ✓
Pt.188, 263, 187, 259, 186, 184, 243, 98 & 178	do	do	PART C.T.	8481 { 195 196 213
Pt.176	do	do	PART C.T.	6767 11/20/1971
Pt.177	do	do	PART C.T.	6894 159 ✓
Being the land delineated in the plan annexed hereto marked "C".				
Pt.182	do	do	PART C.T.	4622 174 ✓
Pt.120	do	do	PART C.T.	6274 1 [B]
Pt.120	do	do	PART C.T.	9978 250 ✓
Pt. old. road within por.120	do	do	PART C.T.	9978 250 ✓
pt.111 & 10	Parish Moccabi	County Inglis	PART C.T.	9978 250 ✓
Pt.139	do	do	PART C.T.	2062 99 ✓
Pt.139	do	do	PART C.T.	6961 50 8296 { 135 136 137
pt.35, 101 & 93	do	do	PART C.T.	7607 { 80 to 83 incl. 250
Pt. of the closed road south of Por. 111	do	do	PART C.T.	9978 250 ✓
Being the land delineated in the plan annexed hereto marked "D".				
Pt.124	Parish Moccabi	County Inglis	PART C.T.	7844 { 166 167
Pt.37 & 123	do	do	PART C.T.	7844 { 166 167
Pt.145	Parish Perry	County Inglis	PART C.T.	5676 65
Pt.142	do	do	PART C.T.	7108 159
Pt.124, 123 & pt.47	do	do	PART C.T.	7469 { 234 235
Pt. land shown in plan catalogued 29315 (L)	do	do	PART C.T.	6951 180 ✓
Pt.lot 3	Deposited Plan 221122	do	PART C.T.	9738 36 ✓
Being the land delineated in the plan annexed hereto marked "E".				
Pt.45	Parish Perry	County Inglis	PART C.T.	8104 16 ✓
Pt.108	Parish Perry	County Inglis	PART C.T.	6386 199
Being the land delineated in the plan annexed hereto marked "F".				

* Note: the whole of land...
 in the... of... 10263... 150...
 arranged 7/10/159

B

162 JUNE 2020

SCHEDULE CONTINUED.

Lot	Section	Deposited Plan or Name of Estate	Part or Whole	Volume	Folio
Pt.41	Parish Perry	County Inglis	PART C.T.	9746	182 ✓
Pt.38	Parish Perry	County Inglis	PART C.T.	8416	{ 194 ✓ 195 ✓
Being the land delineated in the plan annexed marked "G".					
Pt.76	Parish Bendemeer	County Inglis	PART C.T.	1520	98 M. 204 2797 ✓
Pt.33	do	do	PART C.T.	2260	159 M. 204 2797 ✓
Pt.70	do	do	PART C.T.	2770	78 M. 204 2797 ✓
Pt.208	Parish Bendemeer	County Inglis	PART C.T.	7458	140 ✓
Pt.158	do	do	PART C.T.	7308	{ 74 M. 204 2797 ✓ 75 ✓
Pt.157	do	do	PART C.T.	7416	203 ✓
Being the land delineated in the plan annexed marked "H".					
Pt.45,46, 117, 56, 100, 37 & 88	do	do	PART C.T.	6329	60 ✓
				6338	249 ✓
Pt.89	do	do	PART C.T.	9898	186 ✓
Pt.49	Parish Tara	County Inglis	PART C.T.	6589	93 M. 204 2797 ✓
Being the land delineated in the plan annexed marked "J".					
Pt.42 & 35	do	do	PART C.T.	6329	60 ✓
				6338	249 ✓
Pt.219,220, 215 & 226	do	do	PART C.T.	9783	198 M. 204 2797 ✓
Pt.214	Parish Tara	County Inglis	PART C.T.	9357	148 M. 204 2797 ✓
Pt.171	do	do	PART C.T.	8413	53 M. 204 2797 ✓
Being the land delineated in the plan annexed marked "K".					
Pt.lot 1	Deposited Plan 200760		PART C.T.	8293	13 M. 204 2797 ✓
Pt.lot 2	do		PART C.T.	8295	12 M. 204 2797 ✓
Being the land delineated in the plan annexed marked "L".					
Pt.lot 2	Deposited Plan 210700		PART C.T.	9236	156 M. 204 2797 ✓
Being the land delineated in the plan annexed marked "M".					
Pt.lot A in plan annexed to	dealing No. G987945		PART C.T.	7757	137 M. 204 2797 ✓
Pt.47,24,25 & 104	Parish Tara	County Inglis	PART C.T.	8432	69 M. 204 2797 ✓
Being the land delineated in the plan annexed marked "N".					
Pt.38	Parish Tara	County Inglis	PART C.T.	9631	227 M. 204 2797 ✓
Pt.133	do	do	PART C.T.	4327	103 ✓
Pt.134	do	do	PART C.T.	8366	245 ✓
Being the land delineated in the plan annexed marked "O".					
Pt.79	Parish Kentucky	County Sanden	PART C.T.	1721	186 ✓

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- 3 -
 SCHEDULE, CONTINUED.

25601

Lot	Section	Deposited Plan or Name of Estate	Part or Whole	Volume	Folio
Pt.79	Parish Kentucky	County Sandon	PART C.T.	1721	186
Pt.39 & 78	do		PART C.T.	3041	210A 277102
Pt.126	do		PART C.T.	1855	231
Being the land delineated in the plan annexed hereto marked "P".					
Pt.38, 70 & 98	Parish Harnham	County Sandon	PART C.T.	8398	237 *
Pt.97	do		PART C.T.	9578	143
Pt.144	do		PART C.T.	2870	203
Pt.74	do		PART C.T.	8398	237
Pt.75 & 47	do		PART C.T.	9578	24 (A, B, C)
Pt.76	do		PART C.T.	8407	(20, 21, 22, 11, 12, 13) 222262
Pt.27	do		PART C.T.	8407	(17, 18, 19) 222263
Pt.77	do		PART C.T.	8407	(17, 18, 19) 222263
Pt.79, 81 & 82	do		PART C.T.	8398	(237)
Pt.110	do		PART C.T.	1816	196
Pt.411	do		PART C.T.	1578	93
Pt.412	do		PART C.T.	8398	237
Pt.lot 1	Deposited Plan 213168		PART C.T.	9424	163
Pt.old road separating Por.110 from Por.82 Pt.old road separating Por.81 from Por.78 Pt.old road separating Por.75 from Por.74			PART C.T.	8398	237
Being the land delineated in the plan annexed hereto marked "Q".					
Pt.55	Parish Harnham	County Sandon	PART C.T.	1801	205
Pt.65, 64, 68 & 62	do		PART C.T.	8398	237
Pt.66 & 128	do		PART C.T.	3101	242 (E) 20713
Pt.113	do		PART C.T.	3119	156 (E) 20713
Pt.111	do		PART C.T.	3119	154 (E) 20713
Pt.114	do		PART C.T.	4589	63
Pt.205 & 206	Parish Uralla	County Sandon	PART C.T.	4589	63
Being the land delineated in the plan annexed hereto marked "R".					
Pt.559	do		PART C.T.	4236	139 (E)
Pt.272	do		PART C.T.	1143	36
Pt.271	do		PART C.T.	869	247

B

SCHEDULE CONTINUED.

253014

Lot	Section	Deposited Plan or Name of Estate	Part or Whole Volume	Folio
Pt.270	Parish Uralla	County Sandon	PART C.T. 1290	121 ✓
Pt.186	Parish Hagnham	County Sandon	PART C.T. 1431	22 ✓
Pt.lots 1 & 2		Deposited Plan 7406	PART C.T. 6426	{237 238} ✓
Pt.151	Parish Gostwick	County Sandon	PART C.T. 3505	14 ✓
Being the land delineated in the plan annexed hereto marked "S".				
Pt.146 & 147		do	PART C.T. 10021	237 ✓
Pt.148		do	PART C.T. 1545	38 ✓
Pt.142		do	PART C.T. 1348	237 ✓
Pt.142		do	PART C.T. 1348	45 ✓
Pt.141		do	PART C.T. 1616	237 ✓
Being the land delineated in the plan annexed hereto marked "T".				
Pt.182, 181, 183, 150, 110, 93 & 92		do	PART C.T. 7148	140 ✓
Pt.111, 109, 97 & 98		do	PART C.T. 6836	105 ✓
Pt.202, 80, 81, 82, 83 & 84	Parish Dangarsleigh	County Sandon	PART C.T. 7148	140 ✓
Being the land delineated in the plan annexed hereto marked "U".				
Pt.lot 2		in plan annexed to dealing No. A937620	PART C.T. 3467	221 ✓
Being the land delineated in the plan annexed hereto marked "V".				
Pt.lots 95, 97 & 98		Deposited Plan 5455	PART C.T. 9764	21 ✓
Pt.99		do	PART C.T. 6759	218 ✓
Being the land delineated in the plan annexed hereto marked "W".				
Pt.lots 44 & 49		Deposited Plan 4356	PART C.T. 8461	{36 37} ✓
Pt.48		do	PART C.T. 2405	194 ✓
Pt.58		do	PART C.T. 1628	185 ✓
pt. of site of road 100 lks. wide in		Deposited Plan 4356 south of lot 44	PART C.T. 8461	{36 37} ✓
Being the land delineated in the plan annexed hereto marked "X".				
Pt.lot 14		Deposited Plan 4356	PART C.T. 3988	120 ✓
pt.lot 15		do	PART C.T. 2248	79 ✓
Pt.lot 10		do	PART C.T. 2469	243 ✓

New being part of land comprised in Cert. of Title Vol. 1000 p. 10
 volume 1000 p. 10

B

SCHEDULE CONTINUED.

Lot	Section	Deposited Plan or Name of Estate	PART or Whole	Volume	Folio
pt. lot 16		Deposited Plan 4356	PART C.T.	2469	248 ✓ <i>2493460</i>
pt. Por.962		Parish County Armidale Sandon	PART C.T.	7256	201 ✓ <i>11522694</i>
Being the land delineated in the plan annexed hereto marked "Y".					
pt. lots 8, 7, 3		Deposited Plan 4356	PART C.T.	1785	173 ✓
pt. lot 2		do	PART C.T.	1612	77 ✓
pt. land comprised in plan annexed to		dealing No. D425	PART C.T.	5242	227 ✓
pt. 259 & 735		Parish County Armidale Sandon	PART C.T.	5242	226 ✓ <i>(D)</i>
pt. 446		do	PART C.T.	5242	227 ✓
pt. 445 & 443		do	PART C.T.	4545	145 ✓ <i>115735</i>
pt. 712, 713, & 711		do	PART C.T.	4545	145 ✓
Being the land delineated in the plan annexed hereto marked "Z".					
pt. 720		do	PART C.T.	1121	172 ✓
Being the land delineated in the plan annexed hereto marked "AA".					
pt. 846, 848, & 847		Parish County Armidale Sandon	PART C.T.	9795	228 ✓
Being the land delineated in the plan annexed hereto marked "BB".					

DATED this *3rd* day of *February* in the year of Our Lord One thousand nine hundred and sixty-five *six*

SIGNED by the said JOHN WALTER HENRY } *J. Henry*
 in the presence of:

Alloy
 THE REGISTRAR GENERAL
 SYDNEY.

B

[Published in Government Gazette No. 117 of 10th September, 1965.]

**ELECTRICITY COMMISSION ACT, 1950, AS AMENDED
—THE PUBLIC WORKS ACT, 1912, AS AMENDED**

**TAMWORTH—ARMIDALE 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 Lieutenant-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 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 first day of September, 1965.

(L.S.) K. W. STREET, Lieutenant-Governor.

By His Excellency's Command,

F. H. MORTON, Minister for Local Government.

SCHEDULE

All that piece or parcel of land situate in the Shire of Peel, parish of Calala and county of Parry, being that part of Farm 22, Peel Section, and that part of Farm 29, Calala Section, of the Peel River Land and Mineral Company Limited subdivision of part of the Australian Agricultural Company's 313,298 acres grant and that part of lot 1, Deposited Plan No. 512,133 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 Farm 22 at a point distant 3,105.5 links westerly from the south-eastern corner of that farm and bears generally north-easterly through a point on the southern boundary of the said Farm 29 bearing 91 degrees 14 minutes distant 1,592 links from the south-western corner of that farm; and thence bears 13 degrees 13 minutes through a point on the left bank of the Peel River, but excluding thereout the site of Calala Lane within the said Farm 29,—and said to be in the possession of Allan I. Wright and others (P. 5,537) (1).

Also, all that piece or parcel of land situate in the Shire of Cockburn, parish of Nemingha and county of Parry being that part of lots 2, 3, 4, 5 and 6 Deposited Plan No. 1,130 lying within strips of land 100 feet wide on both sides of the centre line of the transmission line which intersects the easternmost north-eastern boundary of the said lot 2 at a point distant 1,167 links north-westerly from the north-eastern corner of that lot and bears south-westerly through a point on the northern boundary of the said lot 5 bearing 272 degrees 8 minutes distant 1,694 links from the north-eastern corner of that lot; and thence bears 192 degrees 42 minutes through a point on the right bank of the Peel River,—and said to be in the possession of Ross Cameron and others (P. 5,538) (2).

Also, all that piece or parcel of land situate as last aforesaid being that part of portions 79 and 80 lying within strips of land 100 feet wide on both sides of the centre line of the transmission line which intersects the south-western boundary of the said portion 79 at a point distant 5 links north-westerly from the south-eastern corner of that portion and bears north-easterly through a point on the left bank of the Cockburn River, and said to be in the possession of Sydney M. Wilson and others (P. 5,538) (2).

Also, all that piece or parcel of land situate in the Shire of Cockburn, parish of Tamworth and county of Inglis being that part of lots 1 and 2 Deposited Plan No. 204,705 and that part of portion 14 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 lot 1 at a point distant 506 links easterly from the north-western corner of that lot and bears south-westerly through a point on the eastern boundary of the said portion 14 distant 2,430.7 links southerly from the north-eastern corner of that portion; and thence bears south-westerly through a point on the right bank of the Cockburn River, but excluding thereout the site of the New England Highway within the said portion 14 and the said lot 2 and the site of the Great Northern Railway within the said portion 14,—and said to be in the possession of Kevin H. Garrett and Charles J. Lye (P. 5,539) (3).

Also, all that piece or parcel of land situate as last aforesaid being that part of portions 23, 95, 143, 188, 263, 187, 259, 186, 184, 243, 98, 178, and 176 and that part of portion 177 comprised in Certificate of Title, volume 6,894, folio 159, 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 23 at a point distant 306 links easterly from the south-western corner of that portion and bears north-easterly through a point on the northern boundary of the said part of portion 177 distant 1,027 links easterly from the north-western corner of that portion, but excluding thereout the site of the reserved road 50 links wide within the said portions 23 and 95 and the site of the road 100 links wide shown in plan catalogued R. 7,472-1,603 within the said portion 98,—and said to be in the possession of Horace T. and Alice M. Graham and others (P. 5,540) (5).

Also, all that piece or parcel of land situate in the Shire of Cockburn, parishes of Tamworth and Moonbi and county of Inglis being that part of portions 182 and 120 and that part of the closed road within the said portion 120 parish of Tamworth and that part of portions 111, 10, 139, 35, 101 and 93 and that part of the closed road south of the said portion 111, parish of Moonbi, 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 182, parish of Tamworth, at a point distant 870 links westerly from the south-eastern corner of that portion and bears north-easterly through a point on the northern boundary of the said portion 101, parish of Moonbi, distant 2,040 links easterly from the north-western corner of that portion, but excluding thereout the site of the road shown in plan catalogued R. 12,814-1,603,—and said to be in the possession of Charles J. Lye and others (P. 5,541) (6).

Also, all that piece or parcel of land situate in the Shire of Cockburn, parishes of Moonbi and Perry and county of Inglis being that part of portions 124, 37, 123 and 274 and that part of R. 17,733-17,734 for temporary common notified 20th May, 1893, parish of Moonbi, and that part of portions 145, 142, 124 and 123 that part of portion 47 comprised in Certificates of Title, volume 7,469, folios 234 and 235, that part of the land shown in plan catalogued 29,315(L) and that part of lot 3 Deposited Plan No. 221,122, parish of Perry, 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 124, parish of Moonbi, at a point distant 2,311 links easterly from the south-western corner of that portion and bears north-easterly through a point on the westernmost western boundary of portion 45, parish of Perry, distant 1,428 links northerly from the westernmost south-western corner of that portion, but excluding thereout the site of the reserved road 100 links wide within the said portion 124, parish of Moonbi,—and said to be in the possession of Mary A. Taylor and others (P. 5,542) (7).

Also, all that piece or parcel of land situate in the Shire of Cockburn, parish of Perry and county of Inglis being that part of portions 45, 106, 95, 98, 111, 108, 93 and 114 lying within strips of land 100 feet wide on both sides of the centre line of the transmission line which intersects the westernmost western boundary of the said portion 45 at a point distant 1,428 links northerly from the westernmost south-western corner of that portion and bears north-easterly through a point on the northern boundary of the said portion 114 distant 311 links westerly from the north-eastern corner of that portion, but excluding thereout the site of the reserved road within the said portion 111,—and said to be in the possession of Kevin C. Wood and others (P. 5,543) (8).

Also, all that piece or parcel of land situate as last aforesaid being that part of portions 18, 112, 110, 41, 2 and 38 and that part of the closed road within the said portion 38 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 18 at a point distant 2,091 links westerly from the southernmost south-eastern corner of that portion and bears north-easterly through a point on the left bank of the Muluerindje or Macdonald River, but excluding thereout the site of the reserved road within the said portion 41 and the site of the reserved road within the said portion 38,—and said to be in the possession of Arthur W. Jones and others (P. 5,544) (9).

Also, all that piece or parcel of land situate in the Shire of Cockburn, parish of Beademeer and county of Inglis, being that part of portions 76, 33, 70, 192, 208, 120, 95, 158 and 157 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 76 at a point distant 452 links northerly from the easternmost south-eastern corner of that portion and bears south-westerly through

southern boundary of the said lot 2 at a point distant 1,668 links easterly from the south-western corner of that lot and bears north-easterly through a point on the generally eastern boundary of the said lot 2 distant 698 links northerly from the angle formed in that boundary by lines bearing 185 degrees 9 minutes and 193 degrees 43 minutes, but excluding thereout the site of the road 100 links wide within the said lot 2—and said to be in the possession of Dakara Fly Limited (P. 5,559) (24).

Also, all that piece or parcel of land situate in the Shires of Urala and Dumaresq, parish of Dongarleigh and county of Sandon, being that part of portion 222 lying within strips of land 100 feet wide on both sides of the centre line of the transmission line which intersects the generally south-western boundary of the said portion 222 at a point distant 47 links southerly from the angle formed in that boundary by lines bearing 235 degrees 34 minutes 10 seconds and 3 degrees 15 minutes 10 seconds and bears north-easterly through a point on the northern boundary of the said portion 222 distant 1,524 links westerly from the north-eastern corner of that portion,—and said to be in the possession of William J. P. McCarthy (P. 5,560) (25).

Also, all that piece or parcel of land situate in the Shire of Dumaresq, parish of Sumner and county of Sandon, being that part of lots 95, 97, 98 and 99, Deposited Plan 4,455, centre line of the transmission line which intersects the southern boundary of the said lot 95 at a point distant 6,023 links westerly from the south-eastern corner of that lot and bears north-easterly through a point on the northern boundary of the said lot 99 distant 1,115 links easterly from the north-western corner of that lot,—and said to be in the possession of Henry J. Harvey and others (P. 5,561) (26).

Also, all that piece or parcel of land situate as last aforesaid, being that part of lots 44, 49, 48 and 58, Deposited Plan 4,356, that part of portions 111 and 255 and that part of the site of road 100 links wide in the said Deposited Plan 4,356 of the said lot 44 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 lot 99, Deposited Plan 5,435, at a point distant 1,115 links easterly from the north-western corner of that lot; and bears north-easterly through a point on the northern boundary of the said lot 58 distant 229 links easterly from its north-western corner of that lot,—and said to be in the possession of Walter E. Wild and others (P. 5,562) (27).

Also, all that piece or parcel of land situate in the Shire of Dumaresq, parish of Armidale and county of Sandon, being that part of lots 14, 15, 10 and 16, Deposited Plan 4,356,

and that part of portion 962 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 962 at a point distant 1,652 links westerly from the easternmost corner of that portion and bears north-easterly through a point on the northern boundary of the said lot 16 distant 1,015 links easterly from the north-western corner of that lot,—and said to be in the possession of May L. Edwards and others (P. 5,563) (28).

Also, all that piece or parcel of land situate as last aforesaid, being that part of lots 6, 7, 3 and 3, Deposited Plan 4,356, that part of the land comprised in plan appeared in Dealing D, 423, that part of portion 259 comprised in Certificate of Title, volume 5,242, folio 226, and that part of portions 446, 443, 443, 725, 712, 713 and 711 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 6 at a point distant 1,088 links easterly from the south-western corner of that lot and bears north-easterly through a point on the north-eastern boundary of the said portion 711 distant 1,691 links north-westerly from the easternmost corner of that portion,—and said to be in the possession of Peter Dangar and others (P. 5,564) (29).

Also, all that piece or parcel of land situate as last aforesaid, being that part of portions 720, 838, 843 and 842 lying within strips of land 100 feet wide on both sides of the centre line of the transmission line which intersects the southernmost boundary of the said portion 720 at a point distant 732 links south-easterly from the south-western corner of that portion and bears north-easterly through a point on the northern boundary of the said portion 843 distant 61 links westerly from the north-eastern corner of that portion,—and said to be in the possession of Peter Dangar (P. 5,565) (30).

Also, all that piece or parcel of land situate as last aforesaid, being that part of portions 846, 848 and 847 comprised in Certificate of Title, volume 5,795, folio 228, 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 part of portion 846 distant 671 links westerly from the south-eastern corner of that part of that portion and bears north-easterly through a point on the western boundary of the land resumed for Armidale 330kV Substation, by notification in Government Gazette, of 12th June, 1928, distant 240 links northerly from the south-western corner of that land,—and said to be in the possession of Olga C. Hekey (P. 5,566) (31) (File 12,897, Schedule 79). (4158)

Sydney: V. C. N. Blight, Government Printer—1965

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

Witness Alroy Johnson

Plans A & H, J & Z

2 AG-2B

21.7.66

K 250016

No. _____

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

NOTICE OF RESUMPTION

FINALLY AS PER RESUME
Particulars entered in Register Book Vol. _____ Folio _____
the 31st day of January 1967 at 12
o'clock in the _____ noon.

Jawatson
Registrar General.

*Passed SDB.
Eh 27/10/16*

Particulars entered in Register Book,
Vol. 1409 , Fol. 143

the 15th
day of December 1966.
at _____ minutes
o'clock in the _____ noon.

Jawatson
Registrar General.

SECONDLY
Particulars entered in Register Book Vol. 1001 Folio 237
the 16th day of December 1966 at 2
o'clock in the after noon.

Jawatson
Registrar General.

Wey



Issue Date 26th May 2020

Search ID 2995736

Issued To Infotrack Pty Ltd - Sydney

Departmental records indicate there are no current Crown land tenures matching the search criteria below.

Search Details

Type	Search Parameters
Lot DP Reference(s)	60-61, 74-75, 77-78, 83, 96, 164//D753831; 49//D753849



File Reference: 13/02386
Account No: 452550

PO Box 2215, DANGAR NSW 2309
Phone: 1300 886 235
Fax: (02) 4925 3517
cl.searches@crowland.nsw.gov.au
www.dpie.nsw.gov.au/lands

26 May 2020

Infotrack Pty Ltd
GPO Box 4029
SYDNEY NSW 2001

Dear Sir/Madam

Reference is made to your recent Crown Lands Search request – on behalf of Gunnalong Pastoral Company Pty Limited.

I refer to your recent search request. This request has now been investigated and there are no Crown land tenures attached to the search area. A search report is attached for your records.

Should you have any further questions regarding this matter please do not hesitate to contact our office.

Yours faithfully

Maya Angus
Department of Planning, Industry & Environment - Crown Lands Business Centre

Certificate No: PC2020-1904
Date: 22 May 2020
Applicants Ref: 79209

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

Applicant:

InfoTrack Pty Limited
DX 578
SYDNEY NSW

Owner (as recorded by Council):

Gunnalong Pastoral Company Pty Limited
PO Box 762
BENDEMEER NSW 2355

Land: Gunnalong 262 Gunnalong Road BENDEMEER NSW 2355
Lot 60 DP 753831

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 (Koala Habitat Protection) 2019
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 400 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

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

Mine subsidence

34. 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

35. 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

36. 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).
37. 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

38. 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.

39. 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

40. 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

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

Bushfire Prone Land

43. Part of the subject land is identified as being "bushfire prone land" on the Bushfire Prone Land Map, certified by the NSW Rural Fire Service. Any proposed development on the subject land must take into consideration the policy titled "Planning for Bushfire Protection", produced by the NSW Rural Fire Service in December 2006.

Contaminated Land Management Act 1997

44. 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

45. 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

46. 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

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

Site Verification Certificates

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

Information Regarding Loose-Fill Asbestos Insulation

49. 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

50. 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
22 May 2020**

InfoTrack Pty Limited
DX 578
SYDNEY NSW

Dear Sir/Madam

APPLICATION FOR DRAINAGE DIAGRAM

Application No. PC2020-1904
Your Reference. 79209
Location: Lot 60 DP 753831
 Gunnalong 262 Gunnalong Road BENDEMEER NSW
 2355

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**

28 May 2020

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Telephone: 6767 5555
Facsimile: 6767 5499

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