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Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 76475069	NSW DAN:
vendor's agent	Nutrien Harcourts Tamworth 133 Gunnedah Road, Tamworth		Phone: (02) 6765 5211 Fax:
co-agent			Ref: Joel Fleming
vendor	JAMES HOCKEY HOLDINGS PTY LIMITED ACN 130 925 129 Spring Ridge Road Quirindi NSW 2343		
vendor's solicitor	Everingham Solomons Solicitors 2 201 Marius Street Tamworth NSW 2340		Phone: (02) 6766 1066 Fax: (02) 6766 4803 Ref: TLR:201865
date for completion	30 April 2020	(clause 15)	Email: trobinson@eversol.com.au
land	167 MOOKI SPRINGS RD PINE RIDGE NSW 2343 (Address, plan details and title reference) LOT 11 IN DEPOSITED PLAN 1041932 11/1041932		
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> Subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: See attached		
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

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

inclusions	<input type="checkbox"/> blinds <input type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input type="checkbox"/> stove <input type="checkbox"/> built-in wardrobes <input type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> pool equipment <input type="checkbox"/> clothes line <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> TV antenna <input type="checkbox"/> curtains <input checked="" type="checkbox"/> other: See Attached
exclusions	See Attached
purchaser	
purchaser's solicitor	Phone: Fax: Ref: Email:
price	\$
deposit	\$
balance	\$
contract date	(10% of the price, unless otherwise stated) (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) PEXA

Electronic transaction (clause 30) no YES

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

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

land tax is adjustable NO yes

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

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

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

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

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

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

List of Documents

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

2 Deposit and other payments before completion

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

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

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

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

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

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

20 Miscellaneous

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

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

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

24 Tenancies

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

25 Qualified title, limited title and old system title

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

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

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

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

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

List of Improvements – “Glenaladale”, 167 Mooki Springs Rd, Pine Ridge NSW 2343

- Homestead – 5 bedroom, 1 bathroom, exterior laundry/storage, 2-car garage
- Employee Cottage – 2 bedroom, 1 bathroom, exterior laundry, 2-car garage
- Several water tanks, cement troughs throughout property
- Equine day yards, indoor Stalls with attached tack/feed room, outdoor stalls/pens, foaling yards. Floodlighting throughout equine/livestock complex.
- Livestock selling complex with seating stands, selling rostrum, cattle crush, portable loading ramp and panels
- Ezywalker – automatic horse walker and round yard
- Amenities block with Men/Women toilets, plus undercover client entertaining shed
- Hay shed

List of Inclusions

- Homestead
 - Fixed floor coverings, light fittings, curtains, blinds, stove/rangehood, reverse cycle air conditioning, TV antenna, clothesline, dishwasher
- Cottage
 - Fixed floor coverings, light fittings, curtains, reverse cycle air conditioning, tv antenna, clothesline
- External Inclusions
 - All water tanks on property
 - All cement water troughs
 - Cattle Crush, removeable panels and loading ramp
 - 6 horse automatic walker, round yard panels/rubber
 - Electric Fencing
 - Pressure pumps at homestead, cottage
 - Any existing silos/molasses tank
 - Electric pump on bore
 - Monopump on bore (excluding portable generator)

Not Included in Sale:

- Cool room in homestead garage
- Any removable plant pots around garden
- Washing machines/dryers in both houses
- Dishwasher/stove in 2-bedroom cottage
- 2 x shipping containers (1 currently being used for storage near selling complex, the other currently being used as a portable tack room near indoor stables)
- Cattle weigh scales
- Electric fence units/solar equipment
- Moveable cement feeders/paddock hay feeders
- Any machinery/vehicles/side-by-side buggy/tools/equipment
- Feed boxes/fridge etc in Shed tack/feed room
- Portable genrator

FURTHER CONDITIONS TO CONTRACT FOR SALE OF RURAL LAND
BETWEEN
JAMES HOCKEY HOLDINGS PTY LIMITED (VENDOR)

MADE (PURCHASER)
2021

Agents' Commission

32. The Purchaser warrants that the purchaser was not introduced to the Vendor or the Property by any agent except any agent named on the front page of this contract and the Purchaser indemnifies the Vendor against any claim for commission which might be made by any agent resulting from an introduction forming a breach of such warranty including all costs claims and expenses incidental thereto. This clause shall not merge on completion.

Purchaser's Acknowledgments

33. Subject to the Conveyancing Act Section 52A and the Conveyancing (Sale of Land) Regulation 2017 the Purchaser agrees that:
- (a) the Purchaser buys the property relying on the Purchaser's own knowledge, inspection and enquiries and does not rely on any alleged warranties or representations made by or on behalf of the Vendor and the Purchaser cannot make a claim, objection or requisition or rescind or terminate in respect of the state of repair or condition of the property or improvements or inclusions;
 - (b) any warranties by or on behalf of the Vendor, express or implied, as to any purpose for which the property or as to any purpose for which any building or improvements which is/are or may be erected on the property can be used are hereby expressly negated; and
 - (c) the purchaser can not make a claim, objection or requisition or rescind or terminate in respect of any latent or patent defect in the property.
 - (d) the Purchaser accepts the property in its present condition and state of repair with all faults latent and patent subject to fair wear and tear as provided in clause 10.1.4 as to which the Purchaser shall not make any requisition, objection or claim for compensation nor be entitled to rescind or terminate this Contract.
 - (e) notwithstanding anything hereinbefore contained the Purchaser shall take title subject to the existing water, sewerage, drainage, gas, electricity and other installations and services and shall not

make any objection thereto on the grounds that any connection passes through any other property or that any connection to any other property passes through the property hereby sold. Furthermore should any water or sewerage main or any underground or surface storm water pipe pass through, over or under (or should any sewer, manhole or vent be on) the property hereby sold, the Purchaser shall not make any objection thereto or make any requisitions or claim for compensation in respect thereof.

- (f) The Purchaser acknowledges that it has satisfied itself in respect of the description of the Property (being the land, the improvements, the fixtures and the inclusions), the state of repair and condition of same, their suitability for use, without reliance on any information memorandum, advertisement published or statement made or information provided by the vendor or on behalf of the Vendor, such as property information, valuation or market information, financial information, suitability for use et cetera, made prior to the signing of this contract, the Property having been inspected by the Purchaser prior to the signing of this contract, and the purchaser further agrees that notwithstanding any mis-description, error or omission in or from the particulars of any map or plan of the Property or any other information provided or statement made regarding the subject matter of this sale, the Purchaser shall buy relying entirely upon its own inspections and reports and with full notice of and subject to the situation, state and condition of the Property and the Purchaser shall not be entitled to make any objection thereto or make any requisitions or claim for compensation or refuse to settle or seek to terminate this contract, in respect of any such matters whatsoever.
- (g) No warranty regarding the condition or position of any of the improvements or inclusions on the said land sold or of the capacity of the land or the extent of the said land or the quality or condition thereof is implied or given by anything herein contained or shown in any plan or information memorandum or advertisement.
- (h) Any Information Memorandum or other document issued by the vendor or vendor's agent does not form part of this contract and is specifically excluded.

Death of a Party

- 34. If any natural person who is a party to this contract dies prior to completion any other person (whether or not a natural person) being a party to this contract may rescind this Contract by notice in writing. The same right of rescission shall be available to the legal personal

representative of the deceased person. A right of rescission under this clause shall be exercised within 14 days of the right arising.

Completion and Interest

35. Completion shall take place on the day specified on the front page of this Contract as "the Completion Date".
- (a) Without prejudice to any other right or remedy of the Vendor against the Purchaser or any other person, if through no fault of the Vendor the Purchaser does not complete on the Completion Date, the Purchaser shall pay to the Vendor in cash on completion an amount being interest calculated on the balance of the purchase price payable hereunder at the rate of seven per cent (7%) per annum in respect of the period commencing on the day following the Completion Date and ending on completion. The Purchaser shall not be entitled to require the Vendor to complete this Contract unless such interest is paid to the Vendor on completion and it is an essential term of this Contract that such interest be so paid.
 - (b) If either party is unable or unwilling to complete by the Completion Date, the other party shall be entitled at any time after the Completion Date to serve a Notice to Complete making the time for completion essential. Such a Notice shall:
 - (i) give not less than fourteen days' notice from the time and date of the receipt of such Notice by the other party; and
 - (ii) be deemed by both parties to be reasonable and sufficient to render the time for completion essential.
 - (c) If the Purchaser does not complete on the due date and the Vendor is ready willing and able to complete, then the purchaser will on the completion date pay in addition to the purchase price the sum of \$500.00 on account of the Vendors additional legal costs associated with the delay.

Amendments to Printed Conditions

36. This Contract shall be amended as follows:
- (a) Clause 7.1.1 - to be deleted and the words "any amount is claimed" inserted in lieu thereof.

Inclusions - State of Repair

37. The Purchaser must accept the furnishings and chattels in their present condition and state of repair. The Vendor is not liable for any

loss (other than loss due to the act or default of the Vendor), mechanical breakdown or fair wear and tear in respect of such items occurring after the date of this Contract.

Part-payment of deposit

38. If the deposit agreed to be paid (or actually paid) by the purchaser is less than 10% of the Purchase Price, then notwithstanding anything herein contained the Vendor will accept such payment as a part payment of the deposit upon the signing of the Contract and the balance shall be payable on completion.

If:-

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

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

Bores, Wells and Licences

39.

- (a) The Vendor will deliver to the Purchaser on completion any licences and/or approvals held by it in respect of any bores and/or wells on the subject lands, but no requisition, objection or claim for compensation shall be made by the Purchaser if any such bores and/or wells are unlicensed or have no approval or if licensed/approved, the licence or approval is not available in the hands of the Vendor.
- (b) The vendor is the holder of Water Approvals 90WA820527 and 90 WA 820743, a copy of the terms of which are attached to this contract.

- (c) The Vendor discloses that one bore is fully equipped with mains powered pump. The second bore has a mono pump however it requires a generator to operate the pump. That is the portable generator is excluded from this sale.

Stock

- 40. The Vendor agrees with the Purchaser that between the date of this Contract and the date of the completion the Vendor will not without the consent of the Purchaser:
 - (a) depasture or allow to be depastured, on the property more livestock than are presently depastured namely cattle, sheep and horses, together with progeny and any natural increases;
 - (b) remove or permit to be removed timber whether green or dead, standing or fallen or cut down any trees on the property other than required for the domestic use of the Vendor;
 - (c) enter into any Lease or Sharefarming Agreement or part with the possession of any part of the property.

Purchaser not to Requisition, Object or Claim Compensation for Various Matters

- 41. The Purchaser shall not make any requisition, objection or claim for compensation if it should be found that:
 - (a) there are any roads traversing the property or where any gates are erected across a road or roads traversing the property and the Vendor does not hold any permits or authorities to enclose roads within the property;
 - (b) any of the fences are not on the correct boundary lines or are the subject of any arrangements, agreements or orders of any landlord or; that any boundary is unfenced;
 - (c) any of the boundary fences are give and take fences under agreements with adjoining owners;
 - (d) any dam has been constructed on any creek or watercourse passing through the property without authority or that there is any other contravention of the Water Act or regulations

thereunder and the Vendor warrants that he has not received notice of any contravention;

- (e) there is any defect in or repairs necessary to any building, fences or other improvements on the property;
- (f) any bores or wells upon the property are unlicensed;
- (g) the property is effected by an enclosure permit(s);
- (h) any vegetation has been planted by the Vendor under power lines, the nature of which would require pruning from time to time by the electricity supply authority;
- (i) there exists within the boundaries of the property any land to which the Vendor has not title or the severance of any part of the property.

Mining

42. No objection or requisition may be made by the Purchaser nor compensation claims from the Vendor by the Purchaser, should it be found that there existed or that there was granted before the date hereof or that there be granted after the date hereof but before completion of this Contract in respect of the property, any applications or applications pursuant to the Mining Act, the Pipelines Act 1967 as amended, the Petroleum (Onshore) Act 1991, Coal Mining Act 1973, or other similar or amending Act, in regard to any matter which arises as a consequence of the existence of or the granting of any such application. Attached to this Contract is a search under the *Mining Act (1992)* & the *Petroleum (Onshore) Act 1991* dated 15 January 2021.

Vendor to Observe Rules of Good Husbandry

43. Pending completion the Vendor will not use the property otherwise than in accordance with the rules of good husbandry and all usual and proper practices in the area where the property is situated.

Area – No Guarantee

44. The Vendor does not guarantee the correctness of the area of the property. Such area having been taken from the records of the Register General shall be presumed to be correct and no objection, requisition or claim for compensation shall be made by or allowed to either party in respect to any deficiency in such areas which may be disclosed by survey or in any other manner.

Diseases and Residues

45.

(a) The Vendor discloses to the best of its knowledge and belief, that the land and the livestock brought onto the land and the livestock presently on it have not been affected by the following diseases:

- Bovine and Ovine Johnes's Diseases
- Ovine footrot
- Ovine Brucellosis
- Enzootic Bovine Leucosis
- Anthrax
- Cattle tick

and the land does not contain the following residues:

- Organo chlorines (DDT, Dieldrin etc)
- Chlorfluazuron
- PCBs

However the Purchaser acknowledges that the land has been used as a working farm and there may have been sheep and cattle dips in use, chemicals stored, fuel tanks and drum used and empty drums dumped on the land, at some period of time in the past.

(b) The Vendor warrants that, to the best of its knowledge and belief, there is no current quarantine, detention, notice, notification or order affecting the land or livestock presently on it.

(c) The Vendor does not warrant or guarantee the livestock carrying capacity and/or the agricultural capacity of the property or any part or parts of it and the Purchaser acknowledges that it has satisfied itself by inspection as to the condition, description, boundaries, cropping and stock carrying capacity of the property which is sold without reference to any statement or advertisement made or published prior to the signing of this Contract.

Crown Licences and Permits

46. The Vendors' interest in all Crown Land Act licences, enclosure permits, special leases and other Crown entitlements (if any) ("crown licences are included in the sale.

Annexed is a Department of Lands Crown search dated 14 January 2021, for the property.

The Vendor agrees to use its best endeavours and will sign and join in all necessary applications and documents to enable:

- (a) any such crown licences on the property or attached to the property to be transferred to the Purchaser, and
- (b) Completion is not conditional upon the benefit of those crown licences being transferred to the purchaser or at all and the Purchaser shall not be entitled to make any objection or claim or requisition any such crown licence is not transferred.

Any periodic outgoings in relation to any such matters shall be apportioned between the parties as provided in Condition 14 hereof.

Goods and Services Tax

47. (a) In this special condition "GST" refers to the goods and services tax under A New Tax System (Goods and Services Tax) Act 1999 ("GST Act") and the terms used have the meanings as defined in the GST Act.
- (b) The Vendor warrants that a farming business has been carried on the Property for not less than 5 years prior to the date of this contract.
- (c) The Purchaser warrants that after the date of this Contract, a farming business will be carried on the Property.
- (d) In the event that the Vendor becomes liable to pay GST for any reason other than the breach of the warranty in clause 51 (b), then the Purchaser shall pay to the Vendor forthwith upon delivery by the Vendor to the Purchaser of a GST invoice and prima facia evidence of the Vendor's liability for such GST, the amount of the GST including any additional penalty or interest or both.

Counterparts, Fax E-mail

48. (a) This contract may be executed in more than one counterpart and by facsimile transmission or e-mail.
- (b) An executed counterpart sent by facsimile or e-mail to a party is deemed to be a validly executed counterpart as if it were the original.
- (c) Pursuant to section 8 (1) (b) of the Electronic Transactions Act 2000 (NSW), the parties agree to receive this contract by and associated information by electronic means and to provide information by electronic means if requested and the parties agree that any e-mail versions of the signed and scanned

contract shall be binding as if the original or facsimile copies had been signed by the parties.

Waste Management System

49. The Purchaser accepts the Waste Management System in its current state and condition subject to all defects both latent and patent and shall not be entitled to make any objection, requisition, claim or refuse to settle by reason of its condition or repair or lack of registration or compliance with State and/or local Council regulations.

Early Access

50. From and after the Contract date, the Purchaser shall have the right to enter that part of the Land shown in the attached plan, marked "A" and bordered in pink, for the purpose of preparing the land which is suitable for cropping or for the purposes of maintenance and care of any subsequent crop planted. That right of access is conditional upon the following:

- a) That in exercising rights of access, the Purchaser will not unreasonably interfere with the ongoing activities of the Vendor;
 - b) The Purchasers activities on the Land will be at the sole risk and expense of the Purchaser who indemnifies the Vendor, its servants and agents, for any loss suffered in the course of that right of access and use, unless caused by the Vendor, its servants and agents;
 - c) Prior to entry onto the Land, the Purchaser will provide to the Vendor (or to the Vendor's selling agent) a Certificate of Currency of Insurance effecting the following cover in the joint names of the Vendor (as "Owners") and the Purchaser (as "Purchaser under an incomplete Contract of Sale"):
 - Public liability coverage of at least \$20 million dollars per claim and/or event;
 - d) No improvement, including fences or gates, will be removed, modified or changed without the approval of the Vendor in writing; and
 - e) The use and limited occupation of the Land by the Purchaser must be in accordance with the principles of good farming practice.
 - f) If the purchaser is in default of the terms of this contract or this licence, the vendor may terminate this right.
- (d) For the avoidance of doubt, the Purchaser acknowledges that, subject to the provisions of the above condition, the Vendor, its servants and agents have an exclusive and continuing right of

possession, and use, of the Land hatched green in the attached plan marked "A" until the Completion date.

Execution by DocuSign

51.

- (a) In this Clause, DocuSign means the secure electronic signature technology system operated by DocuSign Inc.
- (b) The parties acknowledge and agree that prior to the signing of this Contract both the Seller and the Buyer consented to the Contract being electronically signed using DocuSign;
- (c) This Contract may be validly created by counterparts electronically signed by each party using DocuSign, or one contract signed by a party using DocuSign and the other contract wet signed by a party and they shall together, be deemed to constitute one and the same instrument;
- (d) It is agreed that the delivery of a counterpart of the Contract bearing an electronic signature rather than a 'wet' signature shall be deemed to bind the party whose signature is so represented;
- (e) For the avoidance of doubt, no witnessing of a party's signature is required;
- (f) The parties agree to be bound by copies of this Contract which has been electronically signed using DocuSign in accordance with this Special Condition;
- (g) The parties agree that they will be bound by, have complied with and will comply with the Electronic Transactions (NSW) Act 2000, in relation to the execution of this Contract.

Crops

52. Any crop growing on the property at the contract date is not included with the sale of the property unless agreed in writing by the parties between the date of this contract and completion.

Guarantee by Purchaser Company Directors and/or Shareholders

53. In consideration the vendor at the request of the persons whose names and addresses and signatures appear hereunder ("the guarantors") entering into this Contract, the guarantors (who acknowledge that they

are the directors and/or principal shareholders of the company) hereby jointly and severally guarantee the due performance of this contract by the purchaser. This guarantee shall be a continuing guarantee and the guarantors shall not be released by any extension of time, variation or modification of the contract which may be granted by the vendor or purchaser. The guarantors shall not be released by any neglect or forbearance of the vendor to enforce this contract and no time or indulgence given by the vendor to the purchaser shall release prejudice or affect the covenants of the guarantors or their continuing liability any rule of law or equity to the contrary notwithstanding AND this guarantee shall not be determined by the death of the guarantors or any one of them nor by notice of such death.

Name(s)
Address(es)
Signature(s).....

Name(s)
Address(es)

Whole of Contract

54. The purchaser acknowledges that the provisions of this contract constitute the full and complete understanding between the parties and that there is no other understanding, agreement, warranty or representation whether express or implied in any way extending, defining or otherwise relating to the provisions of this contract or binding on the parties hereto with respect to any of the matters to which this contract relates.



FOLIO: 11/1041932

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
7/1/2021	7:41 AM	4	6/3/2020

LAND

LOT 11 IN DEPOSITED PLAN 1041932
 AT PINE RIDGE
 LOCAL GOVERNMENT AREA LIVERPOOL PLAINS
 PARISH OF KICKERBELL COUNTY OF POTTINGER
 PARISH OF WESTON COUNTY OF POTTINGER
 TITLE DIAGRAM DP1041932

FIRST SCHEDULE

JAMES HOCKEY HOLDINGS PTY LIMITED (T AE74537)

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 LAND EXCLUDES THE ROAD(S) SHOWN IN THE TITLE DIAGRAM
- 3 AP946789 MORTGAGE TO REGIONAL INVESTMENT CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

ORIGINAL



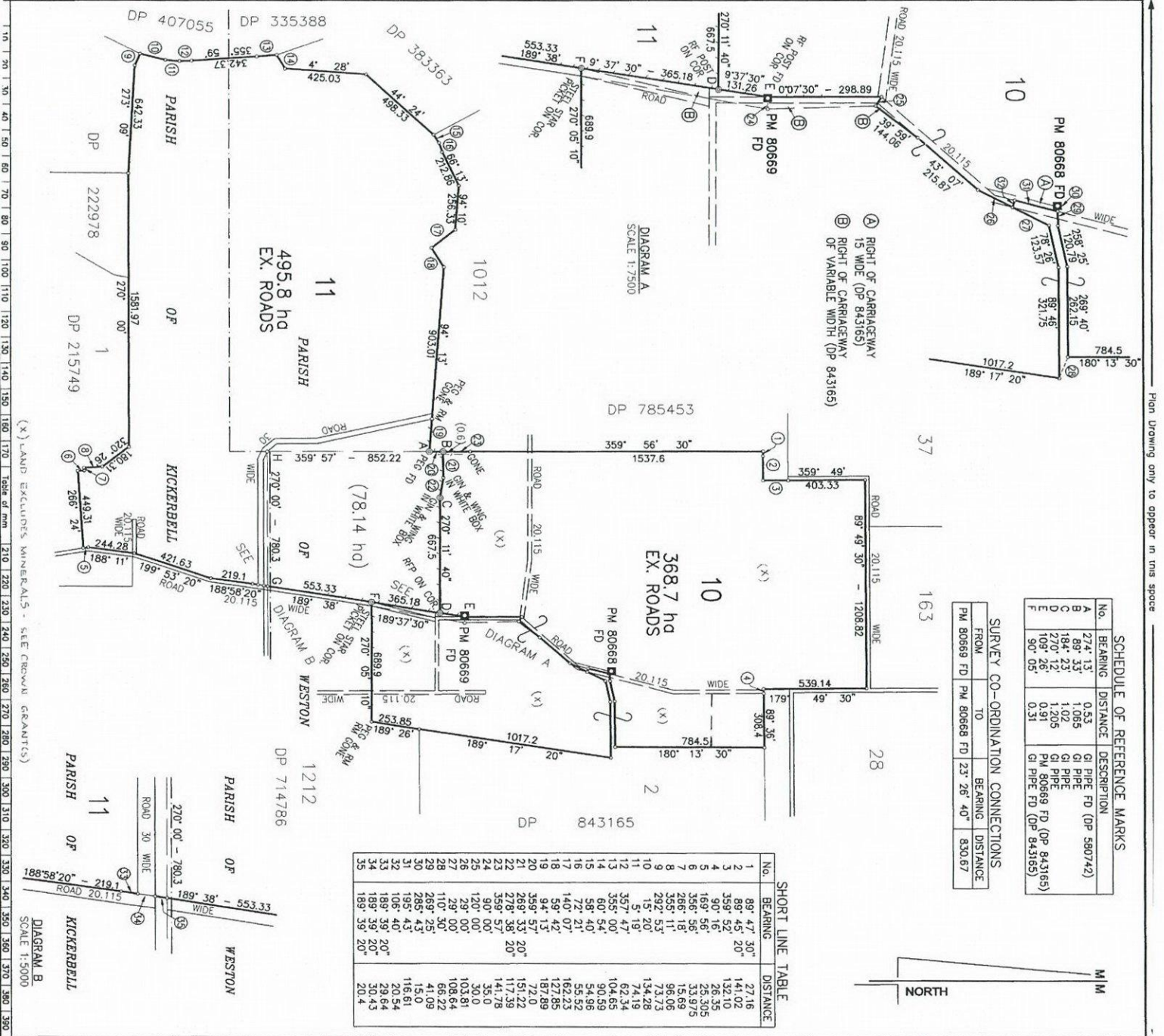
PLAN FORM 2
 SIGNATURES AND SEALS ONLY.



Handwritten signature and name

SIGNED AT TAMBORINE THIS 13 DAY OF 1997 FOR NATIONAL AUSTRALIAN BANK LIMITED BY J.S. DEBRIER REGISTERED ATTORNEY UNDER THE POWER OF ATTORNEY NO. 519 B.C.M. 3834
 MANAGER
 WITNESS

Subdivision Certificate
 I certify that the provisions of s.109(1) of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed SUBDIVISION.
 (Form 1 Subdivision or Land Road)
 Authorised Officer: *ACELBY*
 Date of endorsement: 29-4-02
 Accreditation no.:
 Subdivision Certificate no.: 3/02
 File no.: SUB 85 SUB 20



SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE	DESCRIPTION
A	274° 13'	0.53	G.I PIPE FD (DP 580742)
B	189° 33'	1.065	G.I PIPE
C	184° 23'	1.02	G.I PIPE
D	270° 12'	1.205	G.I PIPE
E	109° 26'	0.91	PM 80669 FD (DP 843165)
F	90° 05'	0.31	G.I PIPE FD (DP 843165)

SURVEY CO-ORDINATION CONNECTIONS

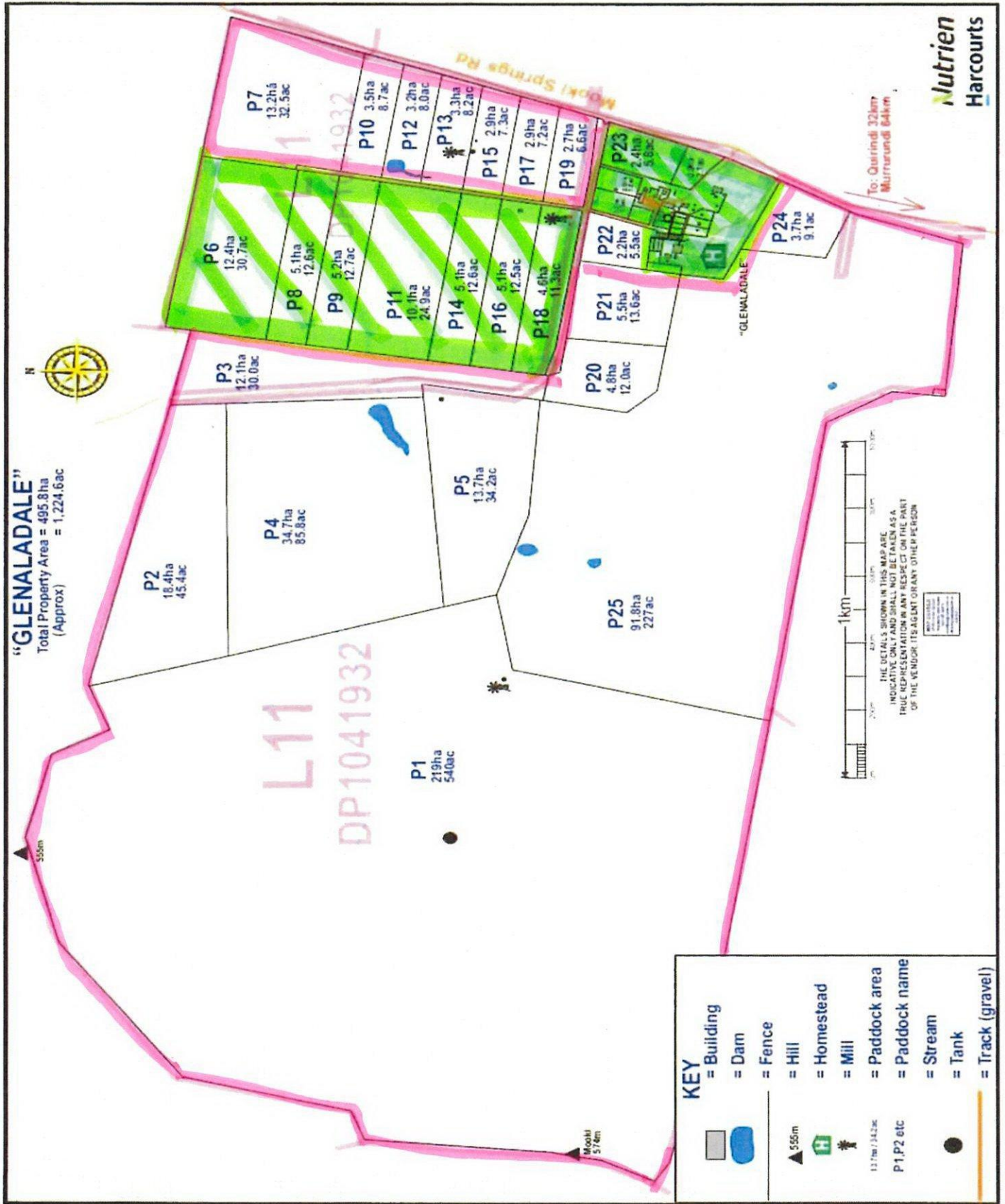
FROM	TO	BEARING	DISTANCE
PM 80669 FD	PM 80668 FD	23° 26' 40"	830.67

SHORT LINE TABLE

No.	BEARING	DISTANCE
1	89° 47' 30"	27.16
2	89° 45' 20"	141.02
3	359° 52'	152.10
4	90° 16'	26.35
5	189° 16'	23.305
6	358° 18'	12.89
7	358° 18'	12.89
8	355° 11'	96.06
9	292° 53'	134.28
10	15° 20'	74.19
11	5° 19'	357° 47'
12	357° 47'	62.34
13	355° 00'	104.65
14	60° 54'	90.59
15	58° 40'	54.96
16	72° 21'	55.52
17	140° 07'	162.23
18	59° 42'	127.85
19	94° 13'	187.89
20	359° 57'	72.0
21	269° 33' 20"	151.22
22	278° 38' 20"	117.39
23	359° 57'	141.78
24	90° 00'	35.0
25	120° 00'	103.81
26	29° 00'	108.64
27	29° 00'	110.30
28	289° 25'	68.82
29	189° 43'	14.09
30	189° 43'	116.61
31	106° 40'	29.54
32	189° 39' 20"	20.64
33	189° 39' 20"	30.43
34	189° 39' 20"	30.43
35	189° 39' 20"	20.4

Registered: DP1041932
 Date: 19-6-2002
 CA: SEE CERTIFICATE
 Title System: TORRENS
 Purpose: SUBDIVISION
 Ref. Map: 8934-1-N #
 8935-2-S #
 Lot Plan: DP 252551, DP 580942 & DP 843165
 PLAN OF SUBDIVISION OF LOT 1, DP 252551, LOT 102, DP 580942 & LOT 1 DP 843165
 Lengths are in metres. Reduction Ratio: 1:5,000
 L.G.A.: QUIRINDI
 Locality: PINE RIDGE
 Parish: WESTON & KICKERBELL (61)
 County: POTTINGER (37)
 This is sheet 1 of my plan...
 Surveyors (Practice) Regulation 2001
 RALPH GORDON KIDSON
 BROWN & KERRER PTY. LTD.
 PO BOX 260 (DARBY) TAMBORINE 2340
 NSW
 I, the undersigned, being a duly qualified and registered surveyor, do hereby certify that the survey represented in this plan is accurate, and that the same has been made in accordance with the Surveyors (Practice) Regulation 2001 and was completed on 11 APRIL 2002.
 The survey was conducted by RALPH GORDON KIDSON, B. SC., D. E. F. G. & H. ONLY.
 REMAINDER COMPLETED FROM DP 580942 & DP 843165
 I, the undersigned, being a duly qualified and registered surveyor, do hereby certify that the survey represented in this plan is accurate, and that the same has been made in accordance with the Surveyors (Practice) Regulation 2001 and was completed on 11 APRIL 2002.
 The survey was conducted by RALPH GORDON KIDSON, B. SC., D. E. F. G. & H. ONLY.
 REMAINDER COMPLETED FROM DP 580942 & DP 843165
 Panel FOR USE ONLY for statements of intention to dedicate public roads, to create public reserves, or of land of possible convenience.
 Type: Subdivision
 Plans used in preparation of survey/completion:
 DP 252551 DP 785453
 DP 538435 DP 843165
 DP 580942
 DP 714786

Property Map



COPY

JBB



Department of Lands

Land Administration & Management
Property & Spatial Information

Everingham Solomons
P O Box 524
TAMWORTH NSW 2340

25-27 Fitzroy Street (P O Box 535)
TAMWORTH NSW 2340
Ph: (02) 6764 5100
Fax: (02) 6766 3805
www.lands.nsw.gov.au

27 June 2008

Our Ref: 08/1608

Dear Sir / Madam,

Crown Lands Search James Hockey Holdings Pty Ltd Purchase from Madgwick

I refer to your search request regarding Lot 11 DP 1041932. Please note that our records indicate that there are no Crown tenures associated with the subject land.

However, there is a small section of Crown public road currently enclosed within this parcel of land as indicated in red on the attached diagram. If the purchase of land is finalised the new landholders may wish to consider closing and purchasing this section of Crown land. Further information regarding this process may be obtained from the Tamworth office if required.

Yours faithfully

Michelle Read

Michelle Read
Crown Lands Division – Tamworth

RECEIVED
- 2 JUL 2008

BY:

Crown Land Search requested by Espreon Property Services Pty Ltd - Sydney
on behalf of Everingham Solomons
for the purpose of Purchase of Property from Madgwick by James Hockey Holdings Pty Ltd

Items searched:

Lots 11//DP 1041932

Search results:

No result.
Our records indicate that there are no Crown tenures associated with the subject land.

Crown Lands Search

Parish: Weston
County: Pottinger
LGA: Liverpool Plains
Suburb: Pine Ridge

Legend

-  Crown_Road
-  Lot 11 DP 1041932

1:16,000



Projection: Lambert Conformal Conic (LPI NSW)

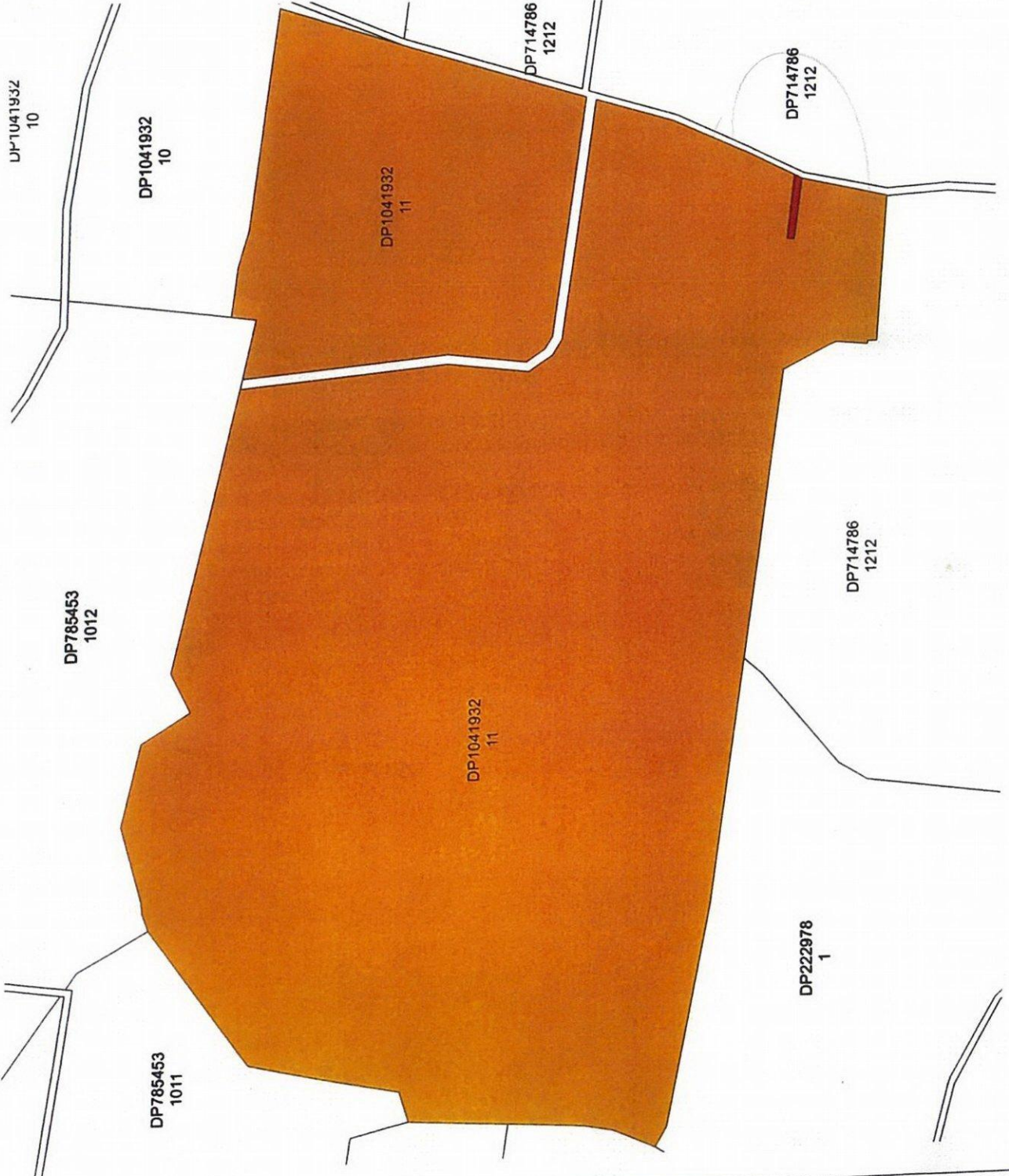
Datum: GDA94

Prepared By:



Department of Lands

Disclaimer:
The information contained in this map has been provided in good faith.
The Department of Lands does not accept any liability for errors or omissions
of the information the data sources with no responsibility for errors or omissions
nor any loss or damage that may result from the use of this information.
Copyright Department of Lands, 2007



Information about a property

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

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

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

Search for either:

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

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

Plan (required) DP ▼ 1041932
Lot Number 11
Section Number

Notes:

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

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

« Previous Search

Print Export

Search Results

« < 1 to 1 of 1 rows > »

Approval	Issue Date	Expiry Date	Kind of Approval	Water Source or Floodplain Management Plan or Land Declared to be a Floodplain	Water Management Zone	Status
90WA820527	16-JAN-2012		Basic Rights	Gunnedah-Oxley Basin Mdb Groundwater Source		Current
Kind of Approval	Issue Date	Expiry Date	Approval Number	Status	Water Source	
Basic Rights	16-JAN-2012		90WA820527	Current	Gunnedah-Oxley Basin Mdb Groundwater Source	
Work Type	Description	Diameter	Status	No of Works	Location (Lot/DP)	
Extraction Works Gw	Bore	152	Active	1	Lot 11, DP 1041932	

- Conditions

Plan Conditions**Water sharing plan****Nsw Murray Darling Basin Porous Rock Groundwater Sources****Take of water**

MW6786-00001

When directed by the Minister by notice in writing, the approval holder must have metering equipment installed that meets the following requirements:

- A. the metering equipment must accurately measure and record the flow of all water taken through the water supply work authorised by this approval,
- B. the metering equipment must comply with the Australian Standard AS 4747: 'Meters for non-urban supply', as may be updated from time to time,
- C. the metering equipment must be sited and installed at a place in the pipe, channel or conduit between the water source and the first discharge outlet. There must be no flow of water into or out of the pipe, channel or conduit between the water source and the metering equipment, and
- D. the metering equipment must be operated and maintained in a proper and efficient manner at all times.

Water management works

MW7040-00001

The approval holder must ensure that the water supply work is constructed in such a way that ensures the following:

- A. the water supply work is situated in the location specified in the application for the water supply work,
- B. water is able to be taken through the water supply work only from the groundwater source specified in the share component of the access licence that nominates the water supply work,
- C. the water supply work is sealed off from all other water sources,
- D. construction of the water supply work complies with the construction standards for that type of bore prescribed in the Minimum Construction Requirements for Water Bores in Australia,
- E. construction and use of the water supply work prevents contamination of the aquifer and between aquifers, and
- F. construction and use of the water supply work prevents the flow of saline water between aquifers.

MW7053-00001

The approval holder must ensure:

- A. the construction of the water supply work is completed within three years of the approval being granted, and
- B. the water supply work is not used unless construction is completed within three years of the approval being granted.

MW7043-00001

If contaminated water is encountered during the construction of the water supply work, the approval holder must do the following:

- A. notify the Minister within 48 hours of becoming aware of the contaminated water,
- B. take all reasonable steps to minimise contamination and environmental harm,
- C. ensure that the contaminated water is sealed off by inserting casing to a depth sufficient to exclude the contaminated water from the water supply work,
- D. place an impermeable seal in the borehole annulus when and as directed by the Minister, and
- E. comply with any other written requirements specified by the Minister, which may include a requirement to provide a report in a specified form detailing the quality of any water obtained using the water supply work.

This condition does not apply to a water supply work constructed for the purpose of monitoring or remediating contaminated water.

Reporting

MW3858-00002

A. When a water supply work authorised by this approval is no longer to be used permanently, the approval holder must:

- i. notify the relevant licensor in writing of their intention to decommission the work at least 60 days before the start of decommissioning, and
- ii. include a work plan for decommissioning in accordance with the Minimum Construction Requirements for Water Bores in Australia 2020, as amended or replaced from time to time, and
- iii. decommission the work in accordance with the submitted work plan unless the approval holder receives notice in writing from the Minister within 60 days of notifying the relevant

licensor, requiring that the work is either not to be decommissioned or be decommissioned in accordance with requirements other than those set in the work plan.

B. Within 60 days of the work being decommissioned, the approval holder must notify the relevant licensor in writing:

- i confirming that the work has been decommissioned, and
- ii. providing the name of the driller who decommissioned the work.

MW7042-00001

If directed by the Minister by notice in writing, the approval holder must provide a report in the form specified in the notice detailing the quality of any water obtained using the water supply work, within the timeframe (if any) specified in the written notice.

MW7052-00001

The approval holder must submit a completed Form A to the relevant licensor within 60 days:
A. of completion of the construction of the water supply work, or
B. after the issue of the water supply work approval if the approval is for the amendment of an existing water supply work.

MW6983-00004

A. Once the approval holder becomes aware of a breach of any condition on this approval, the approval holder must notify the Minister as soon as practicable.
B. If the initial notification was not in writing, written notice must be provided within seven days of becoming aware of the breach by emailing:
nrar.enquiries@nrar.nsw.gov.au

Other Conditions

Water management works

DK1201-00001

If the work authorised by this approval is lined with steel or plastic casing, the inside diameter of that casing must not exceed 220 mm.

DK1198-00001

The approval holder must allow the relevant licensor or any person authorised by it, full and free access to the works, either during or after construction, for the purpose of carrying out inspection or test of the works and its fittings and shall carry out any work or alterations deemed necessary by the department for the protection and proper maintenance of the works, or the control of the water extracted and for the protection of the quality and the prevention from pollution or contamination of sub-surface water.

DK1199-00001

(A) The approval holder must notify the relevant licensor if a flowing supply of water is obtained. The bore must then be lined with casing and cemented and a suitable closing gear must be attached to the borehead as specified by the relevant licensor.
(B) If a flowing supply of water is obtained from the work, the approval holder must only distribute water from the bore head by a system of pipe lines and must not distribute it in drains, natural or artificial channels or depressions.

DK1208-00001

The approval holder must not construct or install works used for the purpose of conveying, distributing or storing water from the works authorised by this approval, that obstruct the reasonable passage of floodwaters flowing in, to, or from a river or lake.

Additional conditions

DK1207-00001

The approval holder must not allow any tailwater/ drainage to discharge into or onto:

- any adjoining public or crown road;
- any other persons land;
- any crown land;
- any river, creek or watercourse;
- any native vegetation as described under the Native Vegetation Conservation Act 1997 or Native Vegetation Act 2003;
- any wetlands of environmental significance.

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

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

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

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

Information about a water licence or approval

Use this tool to search for information about water licences and approvals issued under the *Water Act 1912* or *Water Management Act 2000*.

Select the type of licence or approval and enter the licence or approval number:

- **Water access licence (WAL):** a WAL number starts with the letters 'WAL' followed by several numbers; a WAL also has a reference number that starts with a two digit number, followed by 'AL' and then several numbers.
- **1912 water licence:** a water licence number starts with a two digit number, followed by a two letter code and then several numbers. Note: a PT reference number cannot be entered.
- **Approval:** an approval number starts with a two digit number, followed by a two letter code (WA, UA, CA or FW) and then several numbers.

Search for information about either a:

- Water access licence (WAL) issued under the *Water Management Act 2000*
- Water Act 1912* Licences and Authorities

Approval issued under the *Water Management Act 2000*

Approval Number 90 ▼ WA ▼ 820743

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

This search tool does not include information about [controlled activity approvals](#). Information publicly available from a register of controlled activity approvals is available at our [local offices](#).

Find out if a *Water Act 1912* licence has been converted

- Water licence conversion status

<< Previous Search

Print Export

Search Results

Kind of Approval	Issue Date	Expiry Date	Approval Number	Status	Water Source
Basic Rights	16-JAN-2012		90WA820743	Current	Gunnedah-Oxley Basin Mdb Groundwater Source

Work Type	Description	Diameter	Status	No of Works	Location (Lot/DP)
Extraction Works Gw	Bore	152	Active	1	DP

- Conditions

Plan Conditions

Minister New Murray Darling Basin Porous Rock Groundwater Sources
sharing plan

Take of water

- MW6786-00001 When directed by the Minister by notice in writing, the approval holder must have metering equipment installed that meets the following requirements:
- the metering equipment must accurately measure and record the flow of all water taken through the water supply work authorised by this approval,
 - the metering equipment must comply with the Australian Standard AS 4747: 'Meters for non-urban supply', as may be updated from time to time,
 - the metering equipment must be sited and installed at a place in the pipe, channel or conduit between the water source and the first discharge outlet. There must be no flow of water into or out of the pipe, channel or conduit between the water source and the metering equipment, and
 - the metering equipment must be operated and maintained in a proper and efficient manner at all times.

Water management works

- MW7040-00001 The approval holder must ensure that the water supply work is constructed in such a way that ensures the following:
- the water supply work is situated in the location specified in the application for the water supply work,
 - water is able to be taken through the water supply work only from the groundwater source specified in the share component of the access licence that nominates the water supply work,
 - the water supply work is sealed off from all other water sources,
 - construction of the water supply work complies with the construction standards for that type of bore prescribed in the Minimum Construction Requirements for Water Bores in Australia,
 - construction and use of the water supply work prevents contamination of the aquifer and between aquifers, and
 - construction and use of the water supply work prevents the flow of saline water between aquifers.
- MW7053-00001 The approval holder must ensure:
- the construction of the water supply work is completed within three years of the approval being granted, and
 - the water supply work is not used unless construction is completed within three years of the approval being granted.

- MW7043-00001 If contaminated water is encountered during the construction of the water supply work, the approval holder must do the following:
- notify the Minister within 48 hours of becoming aware of the contaminated water,
 - take all reasonable steps to minimise contamination and environmental harm,
 - ensure that the contaminated water is sealed off by inserting casing to a depth sufficient to exclude the contaminated water from the water supply work,
 - place an impermeable seal in the borehole annulus when and as directed by the Minister, and
 - comply with any other written requirements specified by the Minister, which may include a requirement to provide a report in a specified form detailing the quality of any water obtained using the water supply work.

This condition does not apply to a water supply work constructed for the purpose of monitoring or remediating contaminated water.

Reporting

- MW3858-00002 A. When a water supply work authorised by this approval is no longer to be used permanently, the approval holder must:
- notify the relevant licensor in writing of their intention to decommission the work at least 60 days before the start of decommissioning, and
 - include a work plan for decommissioning in accordance with the Minimum Construction Requirements for Water Bores in Australia 2020, as amended or replaced from time to time, and

iii. decommission the work in accordance with the submitted work plan unless the approval holder receives notice in writing from the Minister within 60 days of notifying the relevant licensor, requiring that the work is either not to be decommissioned or be decommissioned in accordance with requirements other than those set in the work plan.

B. Within 60 days of the work being decommissioned, the approval holder must notify the relevant licensor in writing:

- i. confirming that the work has been decommissioned, and
- ii. providing the name of the driller who decommissioned the work.

MW7042-00001 If directed by the Minister by notice in writing, the approval holder must provide a report in the form specified in the notice detailing the quality of any water obtained using the water supply work, within the timeframe (if any) specified in the written notice.

MW7052-00001 The approval holder must submit a completed Form A to the relevant licensor within 60 days:
 A. of completion of the construction of the water supply work, or
 B. after the issue of the water supply work approval if the approval is for the amendment of an existing water supply work.

MW6983-00004 A. Once the approval holder becomes aware of a breach of any condition on this approval, the approval holder must notify the Minister as soon as practicable.
 B. If the initial notification was not in writing, written notice must be provided within seven days of becoming aware of the breach by emailing:
 nrar.enquiries@nrar.nsw.gov.au

Other Conditions

Water management works

DK1201-00001 If the work authorised by this approval is lined with steel or plastic casing, the inside diameter of that casing must not exceed 220 mm.

DK1198-00001 The approval holder must allow the relevant licensor or any person authorised by it, full and free access to the works, either during or after construction, for the purpose of carrying out inspection or test of the works and its fittings and shall carry out any work or alterations deemed necessary by the department for the protection and proper maintenance of the works, or the control of the water extracted and for the protection of the quality and the prevention from pollution or contamination of sub-surface water.

DK1199-00001 (A) The approval holder must notify the relevant licensor if a flowing supply of water is obtained. The bore must then be lined with casing and cemented and a suitable closing gear must be attached to the borehead as specified by the relevant licensor.
 (B) If a flowing supply of water is obtained from the work, the approval holder must only distribute water from the bore head by a system of pipe lines and must not distribute it in drains, natural or artificial channels or depressions.

DK1208-00001 The approval holder must not construct or install works used for the purpose of conveying, distributing or storing water from the works authorised by this approval, that obstruct the reasonable passage of floodwaters flowing in, to, or from a river or lake.

Additional conditions

DK1207-00001 The approval holder must not allow any tailwater/ drainage to discharge into or onto:

- any adjoining public or crown road;
- any other persons land;
- any crown land;
- any river, creek or watercourse;
- any native vegetation as described under the Native Vegetation Conservation Act 1997 or Native Vegetation Act 2003;
- any wetlands of environmental significance.

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

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

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

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



File Reference: 13/02386
Account No: 452550

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

14 January 2021

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 James Hockey Holdings 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

A handwritten signature in black ink that reads 'Maya Angus'.

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



Issue Date 14th January 2021
Search ID 3045123
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)	11//D1041932



To: INFOTRACK NSW
GPO BOX 4029
SYDNEY NSW 2000

Your Ref: 201865
LLS Holding Ref: 101114064

Owner(s): MOOKI HILLS TRUST

Property Description: GLENALADALE - 167 MOOKI SPRINGS ROAD, PINE RIDGE NSW 2343

DP/LOT: 1041932/11

Parish: WESTON
County: POTTINGER

Property Identification Code: NE501998
Purchaser: UNKNOWN

1. Adverse Affectations

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

A Stock Diseases Act 1923:

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

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

Where adverse affectations apply, documents attached:

B Stock (Chemical Residues) Act 1975

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

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

Where adverse affectations apply, documents attached:



C Biosecurity Act 2015

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

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

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

Where adverse affectations apply, documents attached:

2. Other Considerations

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

Signature:

Position: DISTRICT VET – JUDY ELLEM

Date: /01/2021

Location: 4 MARSDEN PARK ROAD, CALALA NSW 2340

Phone: 02 67645900

Form CS1

Mining Act (1992) and Petroleum (Onshore) Act (1991)



Applicant details

Applicant Details			
Applicant reference	201865	Date	15/01/2021
Applicant name	InfoTrack		
Postal address	GPO Box 4029 Sydney 2001		
Phone	1800 738 524	Email	ecertificates@infotrack.com.au
Preferred return method	<input checked="" type="checkbox"/> Email <input type="checkbox"/> DX <input type="checkbox"/> Post		
Preferred Service option	<input type="checkbox"/> Express – 2 days* (\$72.50 incl. GST) <input checked="" type="checkbox"/> Standard – 10 days* (\$55.00 incl. GST)		

Fee payment

There are two fee options depending on the urgency of your request.

- **Express processing fee** (returned within 2 business days) – \$72.50 (incl. GST)
- **Standard processing fee** (returned within 10 business days) – \$55.00 (incl. GST)

Note: While every effort is made to complete all work within a timely manner, the department bears no liability for any delay under any circumstance. In the event that we are unable to complete all work within the stated timeframe the department may, in its absolute discretion, refund the difference in cost between the express and standard service delivery option upon the request of the applicant.

Select payment method

Payment Method	
<input type="checkbox"/>	Direct deposit Account name: Department of Regional NSW BSB: 032001 Account: 183837 Reference: CSA [your company name or last name] (e.g: CSA Company) Direct deposits will require a copy of the deposit receipt issued by the banking authority as evidence to accompany the application form. Failure to provide a payment reference may result in lost payment and an invalid application.

Form CS1



Mining Act (1992) and Petroleum (Onshore) Act (1991)

Property details

One application covers adjoining lots up to a total of 30 lots. Applications greater than 30 lots will be charged at an hourly rate of \$165 per hour or part thereof - Contact Drafting Services for a quote.

If additional space is required, attach a MS Excel file (.xlsx), the filename must include the applicant's reference.

Address:

Plan number (DP/SP)	Section number (if applicable)	Lot numbers (comma separated)
1041932		11

167 MOOKI SPRINGS RD PINE RIDGE

Form CS1

Mining Act (1992) and Petroleum (Onshore) Act (1991)



Office use only

Title/s and/or application/s

The subject area is either affected by the following title/s and/or application/s or has shown a nil result. For more information, see commonground.nsw.gov.au

Title/application	Term	Holder/applicant address
PETROLEUM EXPLORATION LICENCE 1 PETROLEUM (ONSHORE) ACT 1991	Due Expiry Date : 10-FEB-2015 Renewal (Pending)	AUSTRALIAN COALBED METHANE PTY LIMITED LINCOLN SMITH & CO GPO BOX 120 SYDNEY NSW 2001

Payment received date	Receipt number	Search performed by	Date search performed
15/1/2021	301500	Simon Noffke	19/1/2021

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The information contained in this publication is based on knowledge and understanding at the time of writing (July 2020). However, because of advances in knowledge, users are reminded of the need to ensure that the information upon which they rely is up to date and to check the currency of the information with the appropriate officer of the Department of Regional NSW or the user's independent adviser.

Privacy statement

This information may also be used by the department to confirm applicant details in the event that subsequent applications are made and may also be used to establish and maintain databases to assist the department with its work generally.

Except for purposes required by law, the information will not be accessed by any third parties in a way that would identify the person without the consent of that person.

You may apply to the department to access and correct any information the department holds if that information is inaccurate, incomplete, not relevant or out of date.



InfoTrack
GPO Box 4029
SYDNEY NSW 2001

Reference: A. 69602
Your Reference: 201865
Contact: Alice Elsley
Date: 19/01/2021
Receipt No.: 566323
Fee Paid: \$53.00

Certificate No.: 14/2021

**CERTIFICATE UNDER SECTION 10.7 (2)
Environmental Planning and Assessment Act, 1979**

Property Description: **LOT: 11 DP: 1041932 – 167 Mooki Springs Road, PINE RIDGE NSW 2343**

Owner Recorded by Council: **James Hockey Holdings Pty Limited**

Property Area: **495.8 Hectares**

Assessment No.: **69602**

Valuation No.: **3002820**

<p>(1) Names of Relevant Planning Instruments and DCPs</p> <p>(a) State the name of each environmental planning instrument that applies to the carrying out of development on the land.</p> <p>(b) State name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act.</p> <p>(c) State the name of each development control plan that applies to the carrying out of development on the land.</p>	<p>(a) Liverpool Plains Local Environmental Plan 2011 – 9 December 2011 (As amended) (refer attached list of State Environmental Planning Policies) <i>Copies of the Local Environmental Plan are available from the NSW Legislation website www.legislation.nsw.gov.au. Please contact Council if further details are required.</i></p> <p>(b) N/A</p> <p>(c) Liverpool Plains Development Control Plan 2012 (As Amended).</p>
<p>(2) Zoning and Land Use Under Relevant LEPS</p> <p>(a) State the identity of the zone.</p> <p>(b), (c) and (d) State the purposes for which the plan or instrument provides that development may be carried out without or only with development consent in the zone or where development is prohibited.</p>	<p>(a) RU1 Primary Production</p> <p>(b), (c) and (d) See attached copy of zoning development control table.</p>

<p>(e) State the minimum lot size for the erection of a dwelling-house on the land. Note: Please note that under cl. 4.2A(3)(b),(c)&(d) of the Local Environmental Plan development consent for the erection of a dwelling house may be permitted in some circumstances where the allotment is less than the specified minimum lot size (MLS).</p> <p>A Fact Sheet concerning the erection of dwellings in rural zones is available from Council's website at: www.lpsc.nsw.gov.au/files/Download/Fact%20Sheet%204%20Dwellings.pdf</p> <p>(f) State whether the land includes or comprises critical habitat.</p> <p>(g) State whether the land is a conservation area.</p> <p>(h) State whether an item of environmental heritage is situated on the land.</p>	<p>(e) 200 Ha</p> <p>(f) No</p> <p>(g) No</p> <p>(h) No</p>
<p>(3) Complying Development</p> <p>(1) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i>.</p> <p>(2) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.</p> <p>(3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.</p>	<p>(1) The subject land is not affected by a land-based exemption. Therefore, complying development may be carried out on the subject land pursuant to the provisions of Clauses 1.17A(1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</p> <p>(2) N/A</p> <p>(3) N/A</p>
<p>(4) Coastal Protection</p> <p>State whether the land is or is not affected by the operation of Section 38 or 39 of the Coastal Protection Act 1979, but only to the extent that the Council has been so notified by the Department of Services, Technology and Administration.</p>	<p>No</p>
<p>(5) Mine Subsidence</p> <p>State whether or not the land has been proclaimed to be a mine subsidence district within the meaning of Section 15 of the Mine Subsidence Compensation Act 1961.</p>	<p>No</p>

<p>(6) Road Widening or Road Realignment State whether or not the land is affected by any road widening or road realignment under –</p> <p>(a) Division 2 of Part 3 of the Roads Act 1993; or (b) any environmental planning instrument; or (c) any resolution of the Council.</p>	<p>(a) No (b) No (c) No, the land is not affected by road widening.</p>
<p>(7) Council & Other Public Authority Policies on Hazard Risk Restrictions</p> <p>(a) State whether or not the land is affected by a policy of Council and/or another public authority on hazard risk restrictions adopted by the Council; or</p> <p>(b) State whether or not the land is affected by a policy of Council and/or another public authority on hazard risk restrictions adopted by any other public authority and notified to the Council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the Council, that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).</p>	<p>(a) Yes – Planning for Bushfire Protection Act 2019</p> <p>(b) As Above</p>
<p>(7A) Flood Related Development Controls Information</p> <p>(a) State whether or not development on the land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls.</p> <p>(b) State whether or not development on the land or part of the land for any other purpose is subject to flood related development controls.</p> <p>Works and expressions in this clause have the same meaning as in the instrument set out in the schedule to the <i>Standard Instrument (Local Environmental Plans) Order 2006</i>.</p>	<p>(a) Yes</p> <p>(b) As Above</p>
<p>(8) Land reserved for acquisition State whether or not any environmental planning instrument or proposed environmental planning instrument applying to the land provides for the acquisition of the land by a public authority, referred to in section 3.15 of the Act.</p>	<p>No</p>
<p>(9) Contribution Plans State the name of each contributions plan applying to the land.</p>	<p>Liverpool Plains Shire Council Section 7.12 Plan 2012 (As Amended).</p> <p>Liverpool Plains Shire Development Control Plan 2012 (As Amended)</p>
<p>(9A) Biodiversity Certified Land State whether the land is biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016. Note. Biodiversity certified land includes land certified under Part 7AA of the Threatened Species Conservation Act 1995 that is taken to be certified under Part 8 of the Biodiversity Conservation Act 2016.</p>	<p>No</p>


<p>(10) Biobanking Stewardship Sites State whether the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the <i>Biodiversity Conservation Act 2016</i>.</p> <p>Note. Biodiversity stewardship agreements include biobanking agreements under Part 7A of the <i>Threatened Species Conservation Act 1995</i> that are taken to be biodiversity stewardship agreements under Part 5 of the <i>Biodiversity Conservation Act 2016</i>.</p>	<p>No</p>
<p>(10A) Native vegetation clearing set asides State whether the land contains a set aside area under section 60ZC of the Local Land Services Act 2013.</p>	<p>No</p>
<p>(11) Bush Fire Prone Land State whether the land is Bush Fire Prone Land.</p>	<p>The land is identified as being Bush Fire Prone Land in accordance with the Bush Fire Prone Land Map for the Liverpool Plains Local Government Area.</p> <p>Certain development may require consideration under section 4.14 or section 4.46 of the Environment Planning and Assessment Act 1979 and section 100B of the Rural Fires Act 1997 in respect to Bush Fire Matters.</p>
<p>(12) Property Vegetation Plans State whether the land is land to which a property vegetation plan approved under Part 4 of the <i>Native Vegetation Act 2003</i> (and that continues in force) applies, a statement to that effect (but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act).</p>	<p>No - Council has no record of a Property Vegetation Plan under the Native Vegetation Act 2003 applying to the land.</p>
<p>(13) Orders under - Trees (Disputes between Neighbours) Act 2006 State whether Council has been notified that an order has been made under the <i>Trees (Disputes Between Neighbours) Act 2006</i> in relation to the land.</p>	<p>No - Council has no record of an order under the <i>Trees – (Disputes Between Neighbours) Act 2006</i> applying to the subject land.</p>
<p>(14) Directions Under Part 3A State whether there is a direction by the Minister in force under Section 75P(2)(CL) of the Environmental Planning and Assessment Act that a provision of an Environmental Planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of that Act does not have effect.</p>	<p>No - Council has no record of a direction by the Minister in force under Section 75P(2)(CL) of the Act applying to the subject land</p>
<p>(15) Site Compatibility Certificate & Conditions for Seniors Housing</p> <p>(a) State whether there is a current site compatibility certificate (seniors housing), of which Council is aware, issued under <i>State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004</i> in respect of proposed development on the land, and if so:</p> <p>(i) The period for which the certificate is current, and</p> <p>(ii) That a copy may be obtained from the head office of the Department of Planning, and</p> <p>(b) State what terms of a kind referred to in clause 18 (2) of <i>State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004</i> have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.</p>	<p>(a) No - Council has no record of a Site Compatibility Certificate being issued under State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004</p> <p>(i) N/A (ii) N/A</p> <p>(b) No - Council has no record of any terms of a kind referred to in Clause 18 (2) of <i>State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004</i>.</p>

<p>(16) Site Compatibility Certificates for Infrastructure, schools or TAFE Establishments</p> <p>State whether there is a valid site compatibility certificate (Infrastructure or site compatibility certificate (schools or TAFE establishments) of which Council is aware in respect of proposed development on the land and, if there is a certificate:</p> <p>(a) State the period for which the certificate is valid, and (b) State that a copy may be obtained from the head office of the Department of Planning.</p>	<p>No - Council has no record of a Site Compatibility Certificate being issued on the subject land.</p> <p>(a) N/A (b) N/A</p>
<p>(17) Site Compatibility Certificates & Conditions for Affordable Rental Housing</p> <p>(1) State whether there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:</p> <p>(i) The period for which the certificate is current, and (ii) That a copy may be obtained from the head office of the Department of Planning</p> <p>(2) State whether any terms of a kind referred to in clause 17 (1) or 38 (1) of <i>State Environmental Planning Policy (Affordable Rental Housing) 2009</i> have been imposed as a condition of consent to a development application in respect of the land.</p>	<p>(1) No - Council has no record of a Site Compatibility Certificate being issued on the subject land.</p> <p>(i) N/A (ii) N/A</p> <p>(2) No</p>
<p>(18) Paper Subdivision Information</p> <p>(1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot. (2) The date of any subdivision order that applies to the land. (3) Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.</p>	<p>(1) N/A (2) N/A (3) N/A</p>
<p>(19) Site Verification Certificates</p> <p>State whether there is a current site verification certificate, of which the council is aware, in respect of the land and, if there is a certificate, the statement is to include:</p> <p>(a) the matter certified by the certificate, and Note. A site verification certificate sets out the Secretary's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land—see Division 3 of Part 4AA of <i>State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007</i>. (b) the date on which the certificate ceases to be current (if any), and (c) that a copy may be obtained from the head office of the Department.</p>	<p>No - Council has no record of a Site Verification Certificate being issued on the subject land.</p> <p>(a) N/A (b) N/A (c) N/A</p>
<p>(20) Loose-fill asbestos insulation</p> <p>State whether the land includes any residential premises (within the meaning of Division 1A of Part 8 of the <i>Home Building Act 1989</i>) that are listed on the register that is required to be maintained under that Division, a statement to that effect.</p>	<p>No</p>
<p>(21) Affected building notices and building product rectification orders</p> <p>(1) A statement of whether there is any affected building notice of which the Council is aware that is in force in respect of the land.</p>	<p>(1) No - Council has no record of any affected building notice in respect of the subject land.</p>

<p>(2) A statement of:</p> <p>(a) whether there is any building product rectification order of which the Council is aware that is in force in respect of the land and has not been fully complied with, and</p> <p>(b) whether any notice of intention to make a building product rectification order of which the Council is aware has been given in respect of the land and is outstanding.</p> <p>(3) In this clause: affected building notice has the same meaning as in Part 4 of the Building Products (Safety) Act 2017. building product rectification order has the same meaning as in the Building Products (Safety) Act 2017.</p>	<p>(a) N/A</p> <p>(b) N/A</p>
<p>Contaminated Land Management Act 1997 State whether:</p> <p>(a) the land to which the certificate relates is significantly contaminated land – if the land (or part of the land) is declared to be significantly contaminated land at the date when the certificate is issued.</p> <p>(b) the land to which the certificate relates is subject to a management order – if it is subject to such an order at the date when the certificate is issued.</p> <p>(c) the land to which the certificate relates is the subject of an approved voluntary management proposal – if it is the subject of such an approved proposal at the date when the certificate is issued.</p> <p>(d) the land to which the certificate relates is subject to an ongoing maintenance order – if it is subject to such an order at the date when the certificate is issued.</p> <p>(e) the land to which the certificate relates is the subject of a site audit statement – if a copy of such a statement has been provided at any time to the local authority issuing the certificate.</p>	<p>(a) No</p> <p>(b) No</p> <p>(c) No</p> <p>(d) No</p> <p>(e) No</p>

NOTE

1. The above information has been taken from Council's records as an interpretation of the land at the time of issuing the 10.7 Planning Certificate. Due to continuous revisions to State and Local Government legislation, Council advises that the contents of this document are subject to change without notice and encourage the applicant to make new enquiries prior to undertaking any development of the land.
2. 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 carry out 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.

.....

 Joanne Sangster
GENERAL MANAGER

ZONING DEVELOPMENT CONTROL TABLE

Liverpool Plains Local Environmental Plan 2011

Zone 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 this zone and land uses within adjoining zones.

2 Permitted without consent

Building identification signs; Environmental protection works; Extensive agriculture; Farm buildings; Forestry; Home-based child care; Home occupations; Roads; Sewerage systems; Water supply systems

3 Permitted with consent

Agriculture; Airstrips; Animal boarding or training establishments; Boat launching ramps; Boat sheds; Business identification signs; Cellar door premises; Cemeteries; Community facilities; Crematoria; Depots; Dual occupancies (attached); Dwelling houses; Environmental facilities; Extractive industries; Freight transport facilities; Function centres; Funeral homes; Group homes; Helipads; Home businesses; Home industries; Information and education facilities; Intensive livestock agriculture; Intensive plant agriculture; Jetties; Mortuaries; Open cut mining; Recreation areas; Recreation facilities (major); Recreation facilities (outdoor); Roadside stalls; Rural industries; Rural workers dwellings; Tourist and visitor accommodation; Truck depots; Veterinary hospitals; Water recreation structures

4 Prohibited

Hotel or motel accommodation; Sawmill or log processing works; Serviced apartments; Any other development not specified in item 2 or 3

STATE ENVIRONMENTAL PLANNING POLICIES
APPLYING TO LAND WITHIN
THE LIVERPOOL PLAINS SHIRE COUNCIL

- State Environmental Planning Policy (Affordable Rental Housing) 2009
- State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004
- State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
- State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017
- State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004
- State Environmental Planning Policy (State Significant Precincts) 2005
- State Environmental Planning Policy (Infrastructure) 2007
- State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007
- State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007
- State Environmental Planning Policy (State and Regional Development) 2011
- State Environmental Planning Policy (Integration and Repeals) 2016
- State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017
- State Environmental Planning Policy (Primary Production and Rural Development) 2019
- State Environmental Planning Policy (Koala Habitat Protection) 2019
- State Environmental Planning Policy No 1 - Development Standards
- State Environmental Planning Policy No 21 - Caravan Parks
- State Environmental Planning Policy No 33 - Hazardous and Offensive Development
- State Environmental Planning Policy No 36 - Manufactured Home Estates
- State Environmental Planning Policy No 50 – Canal Estate Development
- State Environmental Planning Policy No 55 - Remediation of Land
- State Environmental Planning Policy No 64 - Advertising and Signage
- State Environmental Planning Policy No 65 - Design Quality of Residential Flat Development



11//1041932

MOON SPRINGS ROAD

BUNDELLA ROAD

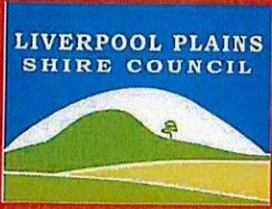


Flood Prone Map

11/1041932

MOOKI SPRINGS ROAD

BUNDELLA ROAD



Bushfire Prone Map

11/1041932

MOOL SPRINGS ROAD

BUNDELLA ROAD



Reference: Assess 69602

Contact: Alice Elsley

Date: 19 January 2021

InfoTrack
GPO Box 4029
SYDNEY NSW 2001

Dear Sir/Madam,

DRAINAGE DIAGRAM

I refer to your recent request for a copy of a drainage diagram in respect to Lot: 11 DP: 1041932 – 167 Mooki Springs Road, Pine Ridge NSW 2343 and advise that the premises are not part of a sewerage scheme area.

A review of Council's records indicates that there is no registered on-site sewage management device for this property despite the existence of a dwelling. Please find enclosed an application form for an On-Site Sewage Management System Compliance Certificate.

The current owner must, without undue delay, seek an "Approval to Operate" for the system. (Application form enclosed).

In addition, should this property be sold, the new owner will need to enter into a new "Approval to Operate" contract for the device.

Should you require any further assistance, please contact Miss Alice Elsley on (02) 6746 1755 or lpssc@lpssc.nsw.gov.au


.....
Joanne Sandster *in AE*
GENERAL MANAGER