

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Elders 351 Albert Street, Deniliquin, NSW 2710	Phone: 03 5890 5100 Fax: 03 5890 5155 Ref: Matt Horne
co-agent		
vendor	Richard Donald Simpson	
vendor's solicitor	Canberra Business Lawyers PO Box 5191, Braddon ACT 2612	Phone: 02 6166 9285 Email: brendan@canberrabusinesslawyers.com Fax: Ref: Brendan Cockerill
date for completion land (address, plan details and title reference)	42nd day after the contract date Karbarook French Park-Bullenbung Road, Milbrulong, New South Wales 2656 Registered Plan: SEE ATTACHED SCHEDULE OF LANDS Folio Identifier 1/220036, 1/230059, 2/230059, 4/1228732 & 13672-129	(clause 15)
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: Refer to Improvements, Inclusions & Exclusion sheet 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: Refer to Improvements, Inclusions & Exclusion sheet attached
exclusions	
purchaser	
purchaser's solicitor	
price	\$
deposit	\$ (10% of the price, unless otherwise stated)
balance	\$
contract date	(if not stated, the date this contract was made)

buyer's agent

 vendor

GST AMOUNT (optional)

The price includes
 GST of: \$

 witness

 purchaser JOINT TENANTS tenants in common in unequal shares

 witness

Choices

Vendor agrees to accept a **deposit-bond** (clause 3) NO yesNominated **Electronic Lodgment Network (ELN)** (clause 30):

PEXA

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

Land tax is adjustable

 NO yes

GST: Taxable supply

 NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply

 NO yes

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

 not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b)) by a vendor who is neither registered nor required to be registered for GST (section 9-5(d)) GST-free because the sale is the supply of a going concern under section 38-325 GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)Purchaser must make a *GSTRW payment* NO yes (if yes, vendor must provide

(GST residential withholding payment)

further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within* 14 days of the contract date.**GSTRW payment (GST residential withholding payment) – further details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch address (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *GSTRW payment*:**If more than one supplier, provide the above details for each supplier.**Amount purchaser must pay – price multiplied by the *GSTRW rate* (residential withholding rate):Amount must be paid: AT COMPLETION at another time (specify):Is any of the consideration not expressed as an amount in money? NO yes

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land	<input type="checkbox"/> 32 property certificate for strata common property
<input checked="" type="checkbox"/> 2 plan of the land	<input type="checkbox"/> 33 plan creating strata common property
<input type="checkbox"/> 3 unregistered plan of the land	<input type="checkbox"/> 34 strata by-laws
<input type="checkbox"/> 4 plan of land to be subdivided	<input type="checkbox"/> 35 strata development contract or statement
<input type="checkbox"/> 5 document that is to be lodged with a relevant plan	<input type="checkbox"/> 36 strata management statement
<input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979	<input type="checkbox"/> 37 strata renewal proposal
<input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)	<input type="checkbox"/> 38 strata renewal plan
<input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)	<input type="checkbox"/> 39 leasehold strata - lease of lot and common property
<input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)	<input type="checkbox"/> 40 property certificate for neighbourhood property
<input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract	<input type="checkbox"/> 41 plan creating neighbourhood property
<input type="checkbox"/> 11 <i>planning agreement</i>	<input type="checkbox"/> 42 neighbourhood development contract
<input type="checkbox"/> 12 section 88G certificate (positive covenant)	<input type="checkbox"/> 43 neighbourhood management statement
<input type="checkbox"/> 13 survey report	<input type="checkbox"/> 44 property certificate for precinct property
<input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i>	<input type="checkbox"/> 45 plan creating precinct property
<input type="checkbox"/> 15 lease (with every relevant memorandum or variation)	<input type="checkbox"/> 46 precinct development contract
<input type="checkbox"/> 16 other document relevant to tenancies	<input type="checkbox"/> 47 precinct management statement
<input type="checkbox"/> 17 licence benefiting the land	<input type="checkbox"/> 48 property certificate for community property
<input type="checkbox"/> 18 old system document	<input type="checkbox"/> 49 plan creating community property
<input type="checkbox"/> 19 Crown purchase statement of account	<input type="checkbox"/> 50 community development contract
<input type="checkbox"/> 20 building management statement	<input type="checkbox"/> 51 community management statement
<input type="checkbox"/> 21 form of requisitions	<input type="checkbox"/> 52 document disclosing a change of by-laws
<input type="checkbox"/> 22 <i>clearance certificate</i>	<input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement
<input type="checkbox"/> 23 land tax certificate	<input type="checkbox"/> 54 document disclosing a change in boundaries
Home Building Act 1989	<input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015
<input type="checkbox"/> 24 insurance certificate	<input type="checkbox"/> 56 information certificate under Community Land Management Act 1989
<input type="checkbox"/> 25 brochure or warning	<input type="checkbox"/> 57 disclosure statement - off the plan contract
<input type="checkbox"/> 26 evidence of alternative indemnity cover	<input type="checkbox"/> 58 other document relevant to off the plan contract
Swimming Pools Act 1992	Other
<input type="checkbox"/> 27 certificate of compliance	<input type="checkbox"/> 59
<input type="checkbox"/> 28 evidence of registration	
<input type="checkbox"/> 29 relevant occupation certificate	
<input type="checkbox"/> 30 certificate of non-compliance	
<input type="checkbox"/> 31 detailed reasons of non-compliance	

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

2 Deposit and other payments before completion

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

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

Normally, the purchaser can make a claim (including a claim under clause 6) before completion only by *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*.

“KARBAROOK” FRENCH PARK-BULLENBUNG RD, MILBRULONG NSW 2656

IMPROVEMENTS AND INCLUSIONS

Homestead as inspected

All standard fixtures and fittings, all floor coverings, window furnishings, under bench oven, ceramic cooktop, rangehood, slow combustion heater, 2 x split systems air conditioners, electric hot water service, tv antenna, all plumbed rain water tanks and pressure pumps

Farm improvements as inspected

- Multiple machinery & hay sheds
- Workshop
- Barn/storage shed
- Sheep yards
- Cattle yards
- All fixed fences, gates and structures
- Tank and trough system in hill paddock
- 4 x 45 tonne Kotzur cone-based silos
- 1 x 50 tonne Kotzur cone based fertiliser silo
- 2 x flat bottom silos
- Windmill

EXCLUSIONS

All plant and equipment not specifically referred to above as improvements and inclusions

CONDITIONS FOR SALE BY AUCTION

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

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

1. The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
 - (a) The vendor's reserve price must be given in writing to the auctioneer before the auction commences;
 - (b) A bid for the vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor;
 - (c) The highest bidder is the purchaser, subject to any reserve price;
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final;
 - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor;
 - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person;
 - (g) A bid cannot be made or accepted after the fall of the hammer;
 - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
2. The following conditions, in addition to those prescribed by subclause 1, are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - (a) All bidders must be registered in the bidders record and display an identifying number when making a bid;
 - (b) Subject to subclause 3, the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person; and
 - (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announces 'vendor bid'.
3. The following conditions, in addition to those prescribed by subclauses 1 and 2 are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:
 - (a) More than one vendor bid may be made to purchase interest of a co-owner;
 - (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity;
 - (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller;
 - (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.

4. The property is being offered for auction via the AuctionsPlus online auction platform. Only one Vendor bid may be placed on behalf of the Vendor and no prior notice will be given prior to a Vendor bid being placed, however, an on-screen notification message will appear following a Vendor bid being placed notifying the auction participants and viewers that a Vendor bid has been placed.

SPECIAL CONDITIONS

33 Interest

If the Purchaser does not complete this purchase by the Completion date, without default by the Vendor, the Purchaser must pay to the Vendor on Completion, in addition to the balance of the purchase money, an amount calculated as ten per cent (10%) interest on the balance of the purchase money, computed at a daily rate from the day immediately after the Completion date to the day on which this sale is completed. It is agreed that this amount is a genuine pre-estimate of the Vendor's loss of interest on the purchase money and liability for rates and outgoings.

34 Notice to Complete

Should the Purchaser not complete this Contract within the time herein limited for Completion as provided by the terms hereto, the Vendor has the right to make time the essence of this Contract by issuing a notice to complete within fourteen (14) days from the date of service of the notice, without prejudice to the rights of the Vendor under clause 9 hereof, and the Vendor's costs on that notice are recoverable from the Purchaser and will otherwise be deemed to be monies due from the Purchaser to the Vendor under this Contract.

35 Purchasers Inspection and Risk

- (a) The Purchaser acknowledges that the land and improvements together with any plant, machinery and other chattels included in this Contract are being purchased in their present condition and state of repair and with any defects as regards construction or repair of any improvements on the property (including boundary and internal fencing) and subject to any infestation and dilapidation and as a result of the Purchaser's own inspection and the Purchaser further acknowledges that the Vendor has not nor has anyone on the Vendor's behalf made any representation or warranty as to the fitness for any particular purpose or otherwise in respect of the property or any part thereof or of any improvements thereon (including fences) or any said plant, machinery and other chattels other than as expressly set out in this Contract.
- (b) The Vendor sells the property as it stands and all improvements, erections and fences purporting to be on the property sold must be accepted by the Purchaser as being so situated and the Purchaser takes all existing fences as they stand notwithstanding that the same may not be on the correct fencing line and the Vendor is not responsible in any respect for any fence which is not so situated. No objection or requisition can be made on account of any give or take fence and the property is sold subject to all agreements, if any, relating thereto.
- (c) The property is sold as it stands in every respect, subject to any defects whether latent or patent and the Vendor is not bound by any advertisement or representation made or given by any agent at any time and the terms of this Contract represent the sole terms of the agreement between the parties.
- (d) The Vendor does not guarantee or warrant the livestock carrying capacity and/or agricultural capacity of the property or any part or parts thereof.

- (e) This Contract is not affected by any loss or damage to the subject property or any diminution in the value thereof which may take place between the date hereof and the date of Completion. The Vendor undertakes to make his best endeavours to maintain the property in its present condition.

36 Requisitions, Objections, Claim for Compensation

- (a) No requisition or objection can be made in respect of any of the following matters:
 - (i) The location of any boundary fences including give-and-take fences or the fact that any boundary fence has been erected on the far side of any road.
 - (ii) Should it be found that any bore or dam on the property has not been licensed under the Water Act or regulations, or any other Act or regulations of a similar nature.
 - (iii) Should it be found that the property is affected by any exploration license, prospecting license, authority to enter or any other application or matter arising under the Mining Act, or any other Act of a similar nature, and whether disclosed in this Contract or not.
 - (iv) In relation to any electricity lines or water supply pipes passing over or through the subject land whether or not covered by registered or unregistered easement.
- (b) No objection can be taken by the Purchaser if it be found that there are any reserved roads enclosed within the boundaries of the land sold whether covered by a road permit or not.
- (c) No requisition or objection can be made or compensation allowed by reason of the fact that there are any roads or reservations of roads traversing the subject property and/or any gates erected across a road or roads traversing the same and/or the Vendor does not hold any permits or authorities to enclose roads within the boundaries of the lands sold or to carry out rabbit-proof or other fencing across any road dividing or adjoining the said lands or on the ground or the existence of roads not disclosed in the particulars.
- (d) The land is sold subject to all rights of way and easements, stock routes and gazetted or reserved roads if any affecting the land hereby sold whether appearing on the title or not and the Vendor cannot be called upon to pay or to contribute towards any fences or other things in respect thereof.
- (e) The Purchaser is not entitled to make any objection, requisition or claim for compensation or to rescind or terminate this Contract if it should be found that the fences or any of them or any parts thereof are off correct boundaries or if any of the boundaries are not completely fenced.

37 Vendor warranty

- (a) The Vendor warrants that the items of plant and equipment and the livestock included in this sale and referred to in this Contract are the unencumbered property of the Vendor.

- (b) The Vendor warrants that it has not received and is not aware of:
 - (i) any noxious weed notice(s) issued in respect of the property; or
 - (ii) the property being affected by any stock disease notice(s) or order(s).

38 Taxation

- (a) All structural improvements and any items of plant and equipment which are fixtures and improvements which form part of the property are sold by the Vendor at their respective written down values for income tax purposes in the books of the Vendor as at the Completion of this Contract provided that the consideration for any item of plant having no written down value is \$1.00.
- (b) Any improvements on the property constructed after 20 September 1985 (or before that date if the property was acquired by the Vendor after that date) on which the Vendor has not claimed depreciation are deemed sold at the Vendor's indexed cost base (within the meaning of Part IIIA of the Income Tax Assessment Act 1936 as amended or any statutory replacement) at the date of this Contract.

39 Agent Warranty

The Purchaser warrants that it was not introduced to the property or to the Vendor by any real estate agent or other person entitled to claim compensation as a result of this sale (other than the Vendor's agent(s), if any, specified in the Contract) and the Purchaser indemnifies the Vendor, to the extent that this indemnity does not merge and is not extinguished on Completion of this Contract, against any claim arising out of any such introduction of the Purchaser and against all claims and expenses of and incidental to the defence and determination of any such claim made against the Vendor.

40 Area

The Vendor gives no warranty or guarantee as to the actual area of the property and all references to the area of the property in this Contract are taken from the title documents and plans included in the Contract. The Purchaser is not entitled to make any objection, requisition or claim for compensation or to rescind or terminate this Contract if it should be found that the area is less than the area stated in this Contract.

41 GST – Subdivision 38-O of the GST Act

- (a) The Vendor warrants that the property is land on which a farming business, as defined in section 38-475 of the GST Act, has been carried on for at least the period of five years preceding the Completion date of the Contract.
- (b) The Purchaser warrants that it intends that a farming business will be carried on, on the land after the Completion date of this Contract.
- (c) If the supply of the property is deemed to be a taxable supply as a result of the Purchaser's breach of warranty then the purchaser is liable to pay the Vendor the amount of any GST, interest, penalties and legal costs payable by the Vendor in relation to the supply
- (d) This clause does not merge on Completion.

42 **Livestock**

The Vendor will not depasture any more stock, other than progeny, on the property than were on the property on the date of this Contract.

43 **Septic System**

The house is serviced by an on site septic system. The Purchaser has satisfied themselves as to the state of repair of this septic system. The Vendor does not warrant that the septic system is registered with the local Council and the Vendor will not be required to arrange registration of the septic system. The Purchaser is not entitled to make any objection, requisition or claim for compensation or to rescind or terminate this Contract in relation to anything associated with the septic system on the property.

44 **Transgrid**

The Vendor discloses that Transgrid has a proposal to build a new powerline through the property. The Purchaser is not entitled to make any objection, requisition or claim for compensation or to rescind or terminate this Contract in relation to anything associated with the proposed powerline.

45 **Quarry**

- (a) The Vendor discloses that there is gravel pit on Lot 1 in Deposited Plan 1093292 and Lot 50 Deposited Plan 754536.
- (b) There has previously been an agreement with Lockhart Shire to extract gravel from the pit.
- (c) There is no current agreement covering the operation of the gravel pit.
- (d) The Purchaser is not entitled to make any objection, requisition or claim for compensation or to rescind or terminate this Contract in relation to anything associated with the gravel pit.

46 **Licence 497312**

- (a) The Vendor has a license to use the land in Lot 107 DP 722788, having an area of 15.78 ha, issued by the Department of Primary Industries. Attached and marked "L" is a copy of the licence agreement.
- (b) The licence agreement does not give the Vendor the right to assign the licence to the Purchaser and the Vendor does not warrant that the Purchaser will be entitled to take over the licence or use the land the subject of the licence.
- (c) The Purchaser is not entitled to make any objection, requisition or claim for compensation or to rescind or terminate this Contract in relation to anything associated with the licence.

47 **Access for Cropping and Grazing Purposes**

- (a) Following exchange of contracts the Purchaser will have the right to enter the property together with its workman for the purposes of farming and grazing the property according to the usual methods of farming practice in the district and subject to the rest of this clause.

- (b) Any farming and grazing activities carried out on the property by the Purchaser will be carried out entirely at the Purchaser's own risk and the Purchaser must indemnify and keep indemnified the Vendor in respect of any damage to the property or injury to person arising from or incidental to the Purchasers farming and grazing activities referred to in this special condition.
- (c) The Purchaser must, at its own expense, effect and keep effected:
 - (A) in respect of the property a Public Risk Insurance Policy for a liability of at least \$20 million until the completion of picking; and
 - (B) in respect of all employees a Workers Compensation Insurance Policyand certificates of currency will be provided to the Purchaser on demand.
- (d) Early access is subject to and conditional on the following additional terms:
 - (i) The Purchaser will have access to all of the property for farming and grazing.
 - (ii) The Purchaser is entitled to use any water entitlements attached to the property subject to the Purchaser paying all standing and consumption charges associated with the water used.
 - (iii) The risk of the property passes to the Purchaser on the date of first access by the Purchaser and the Purchaser hereby indemnifies and holds harmless the Vendor from all claims, costs, losses and damages suffered by the Vendor as a result of the Purchaser's occupation of the Property.
 - (iv) On completion of the sale of the property all adjustments including rates and taxes will be made as at the agreed date of occupation.
 - (v) The Purchaser accepts the condition and state of repair of the property as at the date of this contract and will not delay settlement nor require any repairs or maintenance to the property and will make no requisition, objection or claim for compensation nor have any right of rescission or termination of the contract as a result of the condition or state of repair of the property.

48 **Guarantee and Indemnity**

- (a) Expressions used in this clause given meanings in the Contract have the same meaning as in the Contract.
- (b) **Contract** means the contract to which this guarantee and indemnity is attached.
- (c) **Guarantor** means:

(insert names of all of the directors of the purchaser)

- (d) The Guarantor, by the Guarantor's execution of this guarantee and indemnity at the end of this clause, acknowledges incurring obligations and giving rights under this guarantee and indemnity for valuable consideration received from the vendor including, without limitation, the agreement of the vendor to enter into this Contract at the request of the Guarantor.
- (e) The covenants, guarantees and indemnities in this clause are severable.
- (f) The Guarantor unconditionally and irrevocably guarantees to the vendor:
 - (i) the payment to the vendor of the balance of the Price by the purchaser;
 - (ii) the payment to the vendor of every other amount payable by the purchaser under this Contract; and
 - (iii) the performance of the purchaser's obligations under this Contract.
- (g) The Guarantor indemnifies the vendor against any claim or action and costs arising therefrom in connection with or arising from any breach or default or attempted breach or default by the purchaser of its obligations under this Contract.
- (h) The Guarantor must pay on demand any money due to the vendor by reason of this indemnity including the balance of the Price, the adjustments due to the vendor on Completion and interest payable by the purchaser to the vendor.
- (i) The Guarantor is jointly and severally with the purchaser liable to the vendor for:
 - (i) The purchaser's observance and performance of its obligations under this Contract; and
 - (ii) Any damage incurred by the vendor as a result of:
 - (A) the purchaser's failure to observe and perform its obligations under the Contract or its default under this Contract; or
 - (B) the termination of this Contract by the vendor.
- (j) Until the vendor has received all the money payable by the purchaser or the Guarantor under the Contract and due performance by the purchaser and the Guarantor of their several obligations under this Contract, neither the purchaser nor the Guarantor may:
 - (i) Claim to receive the benefit of:
 - (A) a dividend or distribution'
 - (B) a payment out of the estate or assets; or
 - (C) a payment in the liquidation, winding up or bankruptcy,

of a person liable jointly with the purchaser or the Guarantor to the vendor all expenses incurred by the vendor or liable under a security for money payable by the purchaser of the Guarantor; or

- (ii) Prove in an estate or in relation to an asset in a liquidation, winding up or bankruptcy in competition with the vendor unless the amount the vendor is entitled to will not be reduced as a result.
- (k) The Guarantor must pay the vendor on written demand by the vendor all expenses incurred by the vendor in respect of the vendor's exercise or attempt exercise of a right of the vendor under this clause.
- (l) The Guarantor's obligations are not affected if:
 - (i) the vendor releases or enters into a composition with the purchaser;
 - (ii) a payment made to the vendor is later voided; or
 - (iii) the vendor assigns or transfers the benefit of this Contract.
- (m) If the vendor assigns or transfers the benefit of this Contract, the assignee receives the benefit of the Guarantor's covenants, agreements, guarantees and indemnities.
- (n) The obligations of the Guarantor under this clause are released, discharged or otherwise affected by:
 - (i) failure by one or more Guarantors to have executed this guarantee and indemnity, validly or otherwise;
 - (ii) the grant of any time, waiver, covenant not to sue or other indulgences;
 - (iii) the release (including without limitation a release as part of a novation) or discharge of any person;
 - (iv) an arrangement, composition or compromise entered into by the vendor, the purchaser, the Guarantor or any other person;
 - (v) an extinguishment, failure, loss, release, discharge, abandonment, impairment, compound, composition or compromise, in whole or in part of any document or agreement;
 - (vi) a variation of this Contract including, without limitation, a variation in the date of Completion of this Contract;
 - (vii) any moratorium or other suspension of a right, power, authority, discretion or remedy conferred on the vendor by this Contract, a statute, a court or otherwise;
 - (viii) payment to the vendor, including a payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
 - (ix) the winding up of the purchaser.
- (o) The parties acknowledge that this guarantee and indemnity is executed as a deed.

Executed as a Deed

Executed by _____)

)

in the presence of: _____)

Witness

(print name)

Executed by _____)

)

in the presence of: _____)

Witness

(print name)

49 **Inconsistency**

In the event of any inconsistency between these special conditions and the printed **Land – 2019 edition** clauses 1 – 32, then these special conditions will prevail.

L

DOC 116218

L I C E N C E

Lands Office Ref.

Crown Lands Act 1989 - Section 34

Licence Number

12/01941

LI 497312

MINISTER

The Minister for Primary Industries, being the Minister administering the Crown Lands Act 1989, (hereinafter referred to as the Minister)

grants to

LICENSEE name & address

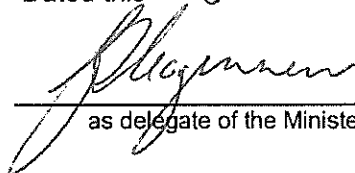
RICHARD DONALD SIMPSON
Boongara
JERILDERIE NSW 2716
(hereinafter referred to as the Holder)

a Licence pursuant to the provisions of Section 34 of the Crown Lands Act 1989 in respect of the land described hereunder in Parts 1 and 2 and subject to the terms and conditions contained in the following pages and Schedule 1, and in any additional Schedules or documents referred to in Schedule 1.

EXECUTION

Dated this 3rd day of October 2012

THE MINISTER



as delegate of the Minister

GRANT MAGNANIS
Acting Group Leader.
name and position

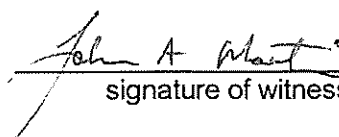
THE HOLDER

In consideration of the grant of this Licence I / We agree to be bound by the terms, conditions and provisions of the Licence.

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


signature of holder

12/9/2012
date


signature of witness

18/9/12
date

JOHN A MARTIN
name of witness (block letters)

"BREAK-O-DAY" MAYRONG RD
FINLEY 2713 (FARMER)
address & occupation of witness

DESCRIPTION OF LANDS

PART 1

Local Govt. Area	LOCKHART		
County	MITCHELL		
Parish	ASHCROFT		
Locality	MILBRULONG		
Status:	Lot	Section	DP
Crown land being	107		722788

PART 2

Plan/diagram: Schedule 3	Area: 15.78ha
--------------------------	---------------

TEXT DESCRIPTION: Whole of Lot 107 DP 722788.
--

Note - a Table of Contents appears at the end of this Licence (6.001)

***** End of Description of Land (Crown Land) *****

1. Definitions

In this Licence unless the contrary intention appears:

"CLA" means the Crown Lands Act 1989

"Commencement Date" means the date on which this Licence is stated to commence.

"Holder" means the person described as the Holder on the front page of this Licence.

"Improvements" means all buildings structures facilities works and pontoons situated on or in the land or which under the terms of this Licence are to be situated on or in the land.

"Land" means the land specified in Parts 1 and 2 of this Licence under the heading "DESCRIPTION OF LAND" (including any submerged land and waterway) or where the context so admits any part thereof.

"Licence" means this Licence including the Schedules and Annexures hereto.

"Minister" means the Minister referred to on the front page of this Licence as the Minister and where not repugnant to the context includes the Successors of Minister and the servants and agents of the Minister.

"Pontoon" means a floating landing stage.

"Premises" means the Land the Improvements and the Holder's Plant and where the context so permits any part of the foregoing.

"Rent" means the rent provided for in this Licence.

"Term" means the period commencing on the "Commencement Date" and terminating on the "Termination Date".

"Termination Date" means the date on which the Licence is revoked or ceases to have effect in accordance with the provision of this Licence. (6.002)

2. Plurals and Genders

- (a) Words importing the singular number shall include the plural and vice versa.
- (b) Words importing the masculine gender shall include the feminine or neuter and vice versa.
- (c) Any reference to a person shall be deemed to include a reference to a corporation and vice versa. (6.004)

3. Contra Proferentum

No rules of construction shall apply to the disadvantage of a party on the basis that that party was responsible for the preparation of this Licence or any part of it. (6.005)

4. Headings Plans and Code Numbers

- (a) Headings (and subheadings within clauses) marginal notes the matter appearing in Column 1 of Schedule 1 and the Table of Contents have been inserted for guidance only and shall be deemed not to form any part of the Licence.

- (b) Any plan or diagram attached or annexed to this licence, which purports to depict the land shall be deemed not to form any part of the licence unless that plan or diagram is referred to in PART 2 in the DESCRIPTION OF LAND.
- (c) The code number appearing at the end of each clause of the Licence shall be deemed not to form part of the Licence. (6.006)

5. Clauses and Schedules

References to Clauses Parts and Schedules are references to clauses parts and schedules of this Licence. (6.007)

6. Statutes

- (a) A reference to a statute statutory instrument or ordinance includes amendments to that statute statutory instrument or ordinance whether by subsequent statutes statutory instruments or ordinances or otherwise and any statute statutory instrument or ordinance passed in substitution for the statute statutory instrument or ordinance referred to or incorporating any of its provisions.
- (b) A reference to a statute includes a reference to any regulation made thereunder. (6.008)

7. Joint and Several Covenants

Any covenant or agreement on the part of two or more persons shall be deemed to bind them jointly and severally. (6.009)

8. Severability

Any provision of this Licence which is prohibited or unenforceable in any jurisdiction shall as to such jurisdiction be ineffective to the extent of such prohibition or inability to enforce without invalidating the remaining provisions of such provision in any other jurisdiction. (6.010)

9. Applicable Law

This Licence shall be construed and interpreted in accordance with the law of New South Wales. (6.011)

10. Licence a "Holding" for purposes of the CLA

The Holder acknowledges that this Licence is a Holding within the meaning of the CLA and the Holder is a Holder within the meaning of that Act and the provisions of that Act relating to holdings and holders apply to this Licence and the Holder. (6.012)

11. Performance of Functions etc

Any power authority duty or function conferred or imposed upon the Minister under this Licence may be exercised or performed by any person authorised by the Minister. (6.013)

12. Authorised Officer

Where under this Licence the Minister is empowered to authorise any person to perform or exercise any power authority duty or function under this Licence such person shall be validly authorised if he is

authorised to exercise any power authority duty or function conferred by any Licence granted by the Minister or any Licence of a specified type or any Licence within a specified locality. (6.014)

13. Minister as Public Authority

The Minister and Holder acknowledge that nothing in this Licence can in any way restrict or otherwise affect the Minister's unfettered discretion as to the use of the Minister's statutory powers as a public authority. (6.015)

14. Approval by the Minister

- (a) In any case where pursuant to this Licence the doing or executing of any act matter or thing by the Holder is dependent upon the approval or consent of the Minister such approval or consent shall not be effective unless given in writing and may be given or withheld by the Minister in the Minister's absolute discretion and may be given subject to such conditions as the Minister may determine unless otherwise herein provided.
- (b) The Holder expressly agrees that any failure to comply with a condition imposed by the Minister will constitute a failure by the Holder to comply with a condition of this Licence. (6.016)

15. Opinion of the Minister

Any opinion to be formed by the Minister for the purposes of this Licence may be formed by the Minister on such grounds and material as the Minister determines to be sufficient after consultation if the Minister deems it necessary with any New South Wales Government Department or other public authority the Standards Association of Australia or any other body whose objects and functions are relevant. In forming any such opinion the Minister shall be deemed to be exercising merely administrative functions. (6.017)

16. Holder to pay Cost of Work

Whenever the Holder is required in this Licence to do or effect any act matter or thing then the doing of such act matter or thing shall unless this Licence otherwise provides be at the sole risk cost and expense of the Holder. (6.018)

17. Notices

- (a) All notices or communications required to be or which may be given or served by the Minister to or upon the Holder under this Licence or which may be convenient to be given or served in connection with this Licence shall be in writing and shall be sufficiently given or served if left at or sent by ordinary post addressed to the Holder at his address specified in Column 2 of Item 1 of Schedule 1 or at the Premises or at such other place as notified in writing by the Holder to the Minister.
- (b) All notices or communications required to be or which may be given or served by the Holder to or upon the Minister under this Licence or which may be convenient to be given or served in connection with this Licence shall be in writing and shall be sufficiently given or served if signed by the Holder or if the Holder is a corporation by the Secretary of the Holder or the person acting as such for the time being and if left at or sent by ordinary post addressed to the person specified in Column 2 of Item 2 of Schedule 1.
- (c) Any notice or communication given or served by post shall be deemed to have been duly given or served at the time when it would in the ordinary course be delivered. (6.019)

18. Manner of Payment of Rent and Other Moneys

The rent and other moneys payable in accordance with this Licence shall be paid to the Director-General, Department of Primary Industries at the address specified in Column 2 of Item 3 of Schedule 1 or to such other person or at such other address as the Minister may from time to time direct by notice in writing served on the Holder. (6.020)

19. Time to be of the Essence

The Minister and the Holder expressly agree that where in any provision of this Licence the Holder is given or allowed a specified time within which to undertake or do any act or thing or any power is conferred or any event occurs after the lapsing of a specified time time shall be the essence of the contract in that regard. (6.021)

20. Permitted Use

- (a) This Licence confers on the Holder a right to occupy the Premises for the purpose specified or referred to in Column 2 of Item 4 in Schedule 1.
- (b) The Holder will not use the Premises or allow them to be used for any purpose other than the purpose specified in Column 2 of Item 4 in Schedule 1. (6.023)

21. No Exclusive Possession

The Holder acknowledges that this licence does not confer exclusive Possession of the Premises upon the Holder. (6.023A)

22. Holder not to Commit Nuisance etc

The Holder will not at any time during the Term of this Licence:

- (a) carry on or permit to be carried on at the premises any noxious nuisance or offensive trade business.
- (b) do or permit to be carried on at the premises any act matter or thing which results in nuisance damage or disturbance to the Minister or owners or occupiers of adjoining or neighbouring lands or buildings.
- (c) use the premises for any illegal activity. (6.024)

23. No Residence on Premises

The Holder will not reside or permit any other person to reside on the Premises other than as may be specified or referred to in Column 2 of Item 4A of Schedule 1. (6.025)

24. Premises not to be Used for Business Purposes

The Holder will not use the Premises or any part thereof for any business purpose calling or trade or permit any form of business calling or trade to be conducted therein. (6.026)

25. Commencement and Revocation of Licence

- (a) This Licence shall commence on the date specified or referred to in Column 2 of Item 5 of Schedule 1 and shall continue in force until it is revoked in accordance with the provisions of this clause.
- (b) The Minister may in his absolute discretion revoke this Licence at any time by serving on the Holder a notice in writing revoking this Licence.
- (c) A revocation made under this clause shall take effect on the date specified in the notice or where no date is specified in the notice on the date on which the notice is served on the Holder.
- (d) Except as may be expressly provided for in this Licence the Holder acknowledges and agrees that the Holder will not be entitled to any compensation costs or damages in respect of the revocation of this Licence. (6.027)

26. Termination of Licence on Determination of Native Title

- (a) Notwithstanding any other provision of this Licence this Licence shall terminate in the event that an approved determination is made under any statute relating to native title that native title exists in the land or part thereof.
- (b) Except as may be expressly provided for in this Licence the Holder acknowledges and agrees that the Holder will not be entitled to any compensation costs or damages in respect of the termination of this Licence by operation of this clause. (6.029A)

27. Payment of Rent (CPI)

- (a) For the purposes of this clause:

"*Initial Rent*" means the rent specified in Column 2 of Item 11 of Schedule 1.

"*CPI Review Date*" means each anniversary date of the Commencement Date.

"*CPI Review Period*" means the period between each CPI Review Date.

"*Due Date*" means each anniversary date of the Commencement Date.

"*Market Rent Review Date*" means the date of the expiration of each period of years as specified in Column 2 of Item 12 of Schedule 1 calculated from the Commencement Date.

"*Market Rent Review Period*" means the period between each Market Rent Review Date.

- (b) The Holder covenants with the Minister that the Holder will during the whole of the Term pay to the Minister in accordance with the provisions of this clause without demand free of exchange and without deduction whatsoever the rent hereinafter provided.
- (c) The Holder will pay to the Minister on the commencement Date the Initial Rent and thereafter shall pay on each Due Date rent in advance adjusted as hereinafter provided.
- (d) (i) On the CPI Review Date the rent shall be adjusted in accordance with the following formula:

$$R = B \times \frac{C}{D}$$

where:

- R represents the adjusted rent;
- B represents the annual rent payable during the year preceding the CPI Review Date;
- C represents the Consumer Price Index number for the last quarter for which such a number was published before the CPI Review Date; and
- D represents the Consumer Price Index number for the last quarter for which such a number was published before the immediately preceding CPI Review Date (or if there is no immediately preceding CPI Review Date then the Commencement Date).

- (ii) In this clause "Consumer Price Index number" in relation to a quarter means the number for that quarter appearing in the Consumer Price Index (All Groups Index) for Sydney published by the Australian Statistician. In the event that such index be discontinued or abolished the Minister may at his absolute discretion nominate another Index.
 - (iii) If the reference base for the Consumer Price Index is changed regard shall be had only to Index numbers published in terms of the new reference base or to Index numbers converted to the new reference base in accordance with an arithmetical conversion factor specified by the Australian Statistician.
 - (iv) Any rent adjusted under this subclause shall be adjusted to the nearest whole dollar.
- (e) In addition to the indexation review provided for in subclause (d) on the first Market Rent Review Date after commencement and thereafter on each Market Rent Review Date the rent may be redetermined by the Minister pursuant to the provisions of Sections 142 and 143 of the CLA.
 - (f) A redetermination of rent for the purposes of subclause (e) shall be deemed to have been made on the Market Rent Review Date if it is made at any time within the period of six months before the market Rent Review Date.
 - (g) Where the Minister does not redetermine the rent as provided for in subclause (e) he may redetermine the rent pursuant to the provisions of Sections 142 and 143 of the CLA at any time prior to the next Market Rent Review Date and no succeeding Market Rent Review Date shall be postponed by reason of the operation of this subclause.
 - (h) Where the Minister does not redetermine the rent on the First Market Rent Review Date or a Market Rent Review Date as provided for in subclause (e) the Holder may by notice in writing served on the Minister require that the Minister redetermine the rent pursuant to the provisions of Sections 142 and 143 of the CLA. Where the Holder requires the Minister to redetermine the rent under this subclause he shall pay on demand the costs of the Minister (or so much of the cost as the Minister may require) in making that determination.
 - (i) Subject to the provision of subclause (j) a redetermination of rent as provided for in subclauses (e) (g) and (h) shall take effect and be due and payable from the date of issue of the notice of redetermination under Section 142 of the CLA even if an objection or appeal under that Section has been lodged. On the completion of the objection and appeal process any necessary adjustments shall be made.
 - (j) A redetermination of rent made before its relevant Market Rent Review Date as provided for in subclause (f) shall take effect from the relevant Market Rent Review Date even if an objection

or appeal under Section 142 of the CLA has been lodged. On the completion of the objection and appeal process any necessary adjustments shall be made.

- (k) The Holder acknowledges that the Minister may make a direction under Section 152 of the CLA in respect of any rent payable under this Licence. (6.031)

28. Continuing Obligation

The obligation of the Holder to pay the Rent shall be a continuing one during the term of this Licence and shall not abate in whole or in part or be affected by any cause whatsoever. (6.037)

29. Holder to Pay Rates etc

The Holder will when the same become due for payment pay all (or in the first and last year of the term of this Licence the appropriate proportionate part) rates taxes (including Land Tax) assessments duties charges and fees whether municipal local government parliamentary or otherwise which are at any time during the currency of this Licence lawfully charged upon imposed or levied in respect of the Premises or on the Minister or the Holder on account thereof and will if required by the Minister produce to the Minister the receipts for such payments within ten business days after the respective due dates for payment AND in case such rates taxes duties and fees so covenanted to be paid by the Holder are not paid when the same shall become due the Minister may if the Minister thinks fit pay the same and any such sum or sums so paid may be recovered by the Minister as if such sums were rent in arrears. (6.039)

30. Holder to Pay Other Charges

The Holder will pay all other fees charges and impositions which are at any time during the Term payable in respect of the Premises or on account of the use and occupation of the Premises by the Holder. (6.040)

31. Goods and Services Tax

- (a) Definitions

In this clause the expressions "GST", "supply", and "taxable supply" have the meanings given to those expressions in the A New Tax System (Goods and Services Tax) Act 1999.

- (b) Amounts GST Exclusive

With the exception of any amount payable under this clause, unless otherwise expressly stated all amounts stated to be payable under this Licence are exclusive of GST.

- (c) Responsibility for GST

(i) Despite any other provision in this Licence, if GST is imposed on any supply made under this Licence, the recipient must pay to the supplier an amount equal to the GST payable on the taxable supply.

(ii) The recipient must pay the amount referred to in subclause (c)(i) in addition to and at the time payment for the taxable supply is required to be made under this Licence.

- (d) Valuer/Umpire to return GST Exclusive Value

Any valuer or umpire returning a valuation must return a GST exclusive market value for it in any case where the valuation is for the purpose of determining a supply value to which GST is to be added under this Licence. (6.040A)

32. Holder not to Impose Liability on Minister

Subject to any other provision of this Licence the Holder will not without the written consent of the Minister by any act matter or deed or by failure or omission cause or permit to be imposed on the Minister any liability of the Holder under or by virtue of this Licence. (6.042)

33. Holder not to undertake development without consent notwithstanding any other provision of this Licence

The Holder will not undertake any development within the meaning of the Environmental Planning and Assessment Act 1979 contrary to the provisions of that Act or in breach of any restriction condition or prohibition imposed by an Environmental Planning Instrument or condition of a development consent. (6.043)

34. Compliance with Statutes

- (a) The Holder will comply with the requirements of all statutes regulations or by-laws and requirements of all relevant public and local authorities in so far as they apply in relation to the use and occupation of the premises.
- (b) The Holder will forthwith on being served with a notice by the Minister comply with any notice or direction served on the Minister by a competent authority relating to the destruction of noxious animals or plants or pests or the carrying out of repairs alterations or works on or to the Premises. (6.045)

35. Holder not to deal with Licence or part with possession of Premises

Subject to any other provision of this Licence the Holder will not during the Term of this Licence transfer or create any interest in the Licence or authorise or permit any person to occupy the Premises. (6.047)

36. Revocation on the Request of the Holder

The Holder may at any time by notice served on the Minister request that this Licence be revoked and the Minister if he is satisfied that the Holder has complied with the conditions and provisions of this Licence or the CLA will as soon as practicable comply with such a request. (6.051)

37. Interest on Overdue Money

The Holder shall pay interest on any money due and payable under this Licence to the Minister at the rate prescribed from time to time under the provisions of Section 148 of the CLA and any such interest shall for the purposes of this Licence be deemed to be Rent in arrears. (6.052)

38. Indemnity

- (a) For the purposes of this clause the term Minister shall include Her Majesty the Queen Her heirs and Successors the State of New South Wales the Minister and the agents servants employees and contractors of Her Majesty Her Majesty's Heirs and Successors the State of New South Wales and the Minister.
- (b) The Holder agrees that the Holder will indemnify and keep indemnified the Minister from and against all actions suits claims and demands of whatsoever nature and all costs charges and expenses in respect of any accident or injury to any person or property which may arise out of the use of the Premises or the construction or maintenance of works as may be authorised

under the Licence notwithstanding that the conditions of this Licence shall in all respects have been observed by the Holder or that any such accident or injury shall arise from any act or thing which he may be authorised or compelled to do hereunder except to the extent that any such claims and demands arise from any negligence or wilful act or omission on the part of the Minister.

- (c) The Holder expressly agrees that the obligations of the Holder under this clause shall continue after the expiration or other determination of this Licence in respect of any act deed matter or thing happening before such expiration or determination except to the extent that any such claims and demands arise from any negligence or wilful act or omission on the part of the Minister. (6.054)

39. Insurance - Public Risk

The Holder will (without in any way limiting the liability of the Holder under any other provision of this Licence) forthwith take out and thereafter during the Term keep current a public risk insurance policy for the amount specified in Column 2 of Item 19 of Schedule 1 for any one claim (or such other reasonable amount as the Minister may from time to time specify in writing to the Holder) whereby the Minister shall during the continuance of this Licence be indemnified against claims and demands of every kind arising from death or bodily injury or damage to property arising out of the Holder's use of the Premises. (6.057)

40. Construction Of Improvements Not Permitted

- (a) For the purposes of this clause "Improvement" means any building structure facility work or pontoon.
- (b) The Holder will not construct effect erect or undertake any Improvements on the Premises. (6.066)

41. Ownership of Improvements CLA

The Holder acknowledges that the provisions of section 174 of the CLA apply. (6.074)

42. Premises to be kept in clean and tidy condition

The Holder will at all times during the Term keep the Premises in a clean and tidy condition and will (subject to any other provision of this Licence) on the Termination Date leave the Premises in a clean and tidy condition. (6.088)

43. Holder May Repair Improvements

- (a) For the purpose of this clause "Repair" means to replace part of an Improvement with material of a similar type and size but not so as to enlarge or significantly alter the appearance or structure of the Improvement.
- (b) The Holder may from time to time at the Holder's own expense Repair the Improvement.
- (c) The Holder shall not undertake any work upon an Improvement which does not involve the painting of the Improvement or is not a Repair as defined in this clause. (6.088A)

44. Minister's Right to Enter Inspect and Repair

The Minister and the Minister's agents may at all reasonable times upon giving to the Holder reasonable notice (except in the case of emergency when no notice shall be required) enter upon the Premises and view the state of repair thereof and may serve upon the Holder a notice in writing of any defect (the repair of which is the Holder's obligation hereunder) requiring the Holder within fourteen days to repair the same. (6.090)

45. Land not to be Cultivated

The Holder will not cultivate the Land. (6.110)

46. Overstocking

Where the Minister is of the opinion that the Holder is overstocking either the whole or part of the Land the Minister may from time to time direct the Holder by notice in writing that the number and type of stock that may be depastured on the Land or such part as may be described in the notice shall not exceed the number and type of stock specified in the notice and the Holder will ensure that the number and type of stock so specified shall not be exceeded. (6.112)

47. Holder to Eradicate Noxious Plants, Animals etc

The Holder will take steps to eradicate or control all noxious plants noxious animals and noxious insects on the Land which he may by law be required to eradicate or control. (6.115)

48. Soil Conservation Act

The Holder will comply with the provisions of the Soil Conservation Act 1938. (6.116)

49. Holder not to burn off

The Holder will not carry out any burning off on the Land except with the prior consent of the Minister in writing and after compliance with the requirements of the Rural Fires Act 1997. Any consent granted in accordance with this condition shall be subject to such conditions as the Minister may impose. (6.118)

50. Holder to Fence

The Holder will within the period specified or referred to in Column 2 of Item 49 of Schedule 1 from the commencement enclose the Land whether separately or conjointly with other lands held in the same interest with a substantial fence and maintain such fence in effective repair during the Term of the Licence. (6.119)

51. Holder not to take Timber

The Holder will not interfere with by ring-barking or otherwise any trees or saplings on the land licenced except under the authority of a permit issued under the provisions of the Forestry Act 1916. (6.122)

52. Entry by the Public

The Holder will allow the public to have right of access over that part of the Premises specified in Column 2 of Item 65 of Schedule 1 and any such part of the Premises shall be suitably signposted. Otherwise the Holder may prohibit unauthorised entry to the remainder of the Premises. If required

by the Minister plans showing the areas where public access is authorised and unauthorised will be displayed in a prominent location at the entrance to the Premises.(6.188)

53. Holder not to remove Materials

- (a) The Holder will not mine remove extract dig up or excavate any sand stone gravel clay loam shell or similar substance or permit any other person to undertake any such action without the prior consent in writing of the Minister and subject to such conditions as the Minister may determine.
- (b) Subclause (a) shall not apply to any removal digging up or excavation as may be necessary to construct or undertake any improvement authorised by or under this Licence provided that any such removal digging up or excavation is undertaken in accordance with the requirements of that authority.
- (c) The Minister and the Holder expressly agree that a failure by the Holder to comply with any condition imposed pursuant to subclause (a) shall constitute a failure by the Holder to comply with a provision or covenant of this Licence. (6.194)

54. Holder to Yield Up

The Holder will forthwith upon the revocation of this Licence peaceably surrender and yield up to the Minister the Premises in good condition reasonable wear and tear excepted together with all conveniences amenities and appurtenances relating thereto clear and free from rubbish and in good and substantial repair order and condition in every case having regard to the age of what is being surrendered or yielded up. (6.199)

55. No Right to Purchase etc

The Holder expressly acknowledges that the grant of this Licence does not confer a right to purchase the land or to the grant of a lease or to the grant of a further licence. (6.200)

56. Special Conditions

The special conditions specified or referred to in Column 2 of Item 71 of Schedule 1 shall be deemed to be conditions and provisions of this Licence. (6.201)

***** End of Licence Clauses *****

SCHEDULE 1

Item	Paragraph No	Column 1 (description of variable particulars)	Column 2 - (particulars)
1	17	Holder's Address for service of notices	Boongara JERILDERIE NSW 2716
2	17	Minister's Address for service of notices	Department of Primary Industries PO Box 60 WAGGA WAGGA NSW 2650
3	18	Address for payment of rent	Department of Primary Industries PO Box 2155 DANGAR NSW 2309
4	20	Purpose for which Premises may be used	Environmental Protection And Sustainable Grazing
4A	23	No Residence on Premises	No residence
5	25	Commencement Date	1st January 2010
11	27	Initial Rent	\$665.00
12	27	Market Rent Review Period	3 years
19	39	Insurance - Public Risk	\$20 Million
49	50	Period within which Holder is to fence	within three months of the licence being granted
65	52	Premises to which public have access	whole
71	56	Special conditions or provisions	Annexed as Schedule 2

***** End of Schedule 1 *****

SCHEDULE 2

57. Environmental Protection and Sustainable Grazing

To encourage sustainable use of Crown land, enabling protection and enhancement of native vegetation and biodiversity, the following conditions have been set by Land Management and apply to all Environmental Protection and Sustainable Grazing licences:

- Native Vegetation must not be cleared
- Objects and sites that have significance to Aboriginal cultural heritage must not be disturbed, damaged or removed. If a site is identified Land and Property Management Authority (LPMA) must be notified.
- Stocking rates must be managed to ensure groundcover vegetation is maintained at greater than 70% foliage cover.
- Grazing exclusion period: Grazing is prohibited between September (early spring) to December (early summer) to allow native plant flowering and seed production.
- Grazing exclusion: Exclude stock and cease grazing at any time when the average grass cover height is <5cm (based on actively growing leaf height only, not flower/inflorescence) and/or the average ground surface area is >25% bare.
- No additional feed to be brought on the licence area. This is to limit the contamination and spread of weeds.
- Standing or fallen dead timber must not be burnt, cleared or removed. Timber is required and used as native animal habitat.
- Earthworks, including the operation of Borrow Pits, Quarries and the dumping of fill, are prohibited.
- The removal of soil or inorganic material such as bush rock is prohibited.
- The shooting, trapping, baiting or otherwise harming of native fauna is prohibited.
- Environmental weeds will be contained and their extent reduced.
- Non native and environmental weeds may be controlled by hand methods or selective herbicides that will not damage, kill or destroy native vegetation.
- All noxious weeds must be removed.
- The burning/slashing of native vegetation may only be carried out for the purpose of Bushfire Hazard reduction and only with an appropriate environmental approval in accordance with the Rural Fires Act 1997, the local bushfire management plan and the bushfire environmental assessment code. The licensee requires consent from the Land Property Management Authority Bushfire Officer in the first instance.
- Stock must be excluded from entering designated waterways at all times. To enhance water quality and protect riparian areas.
- Water troughs must be installed at least 50 metres from a watercourse.
- No removal or cutting of vegetation for fodder.
- No pasture improvements to be undertaken with annual and/or perennial introduced species. No application of inorganic fertilisers.
- Due to the variability of weather events and seasonal conditions (eg. drought, storm damage, bushfire etc) irregular conditions may be experienced that affect the impact grazing has on the Crown land, this will require extensive periods of the year to exclude grazing. This condition will need to be co-ordinated with the grazing exclusion conditions for management and monitoring by the licensee.
- On inspection, the Crown land may be assessed as stressed or over exploited and the removal of stock will be required. The licence holder agrees to remove stock or reduce stocking rate within the notified time frame, on written advice from the Land and Property Management Authority.

58. Public Right of Access

The holder shall not interfere with the rights of the public to the use of any roads, streets, lanes or tracks within the premises.

59. Public Access to Road

The holder shall erect on the land gates, ramps or other means of access as are necessary to allow the public to pass along the land and shall maintain the structures and approaches thereto in good order and condition to the satisfaction of the Minister. Such gates, ramps or other means of access shall be erected or made so as not to interfere unnecessarily with any traffic or divert to any large extent the natural flow of water.

***** End of Schedule 2 *****

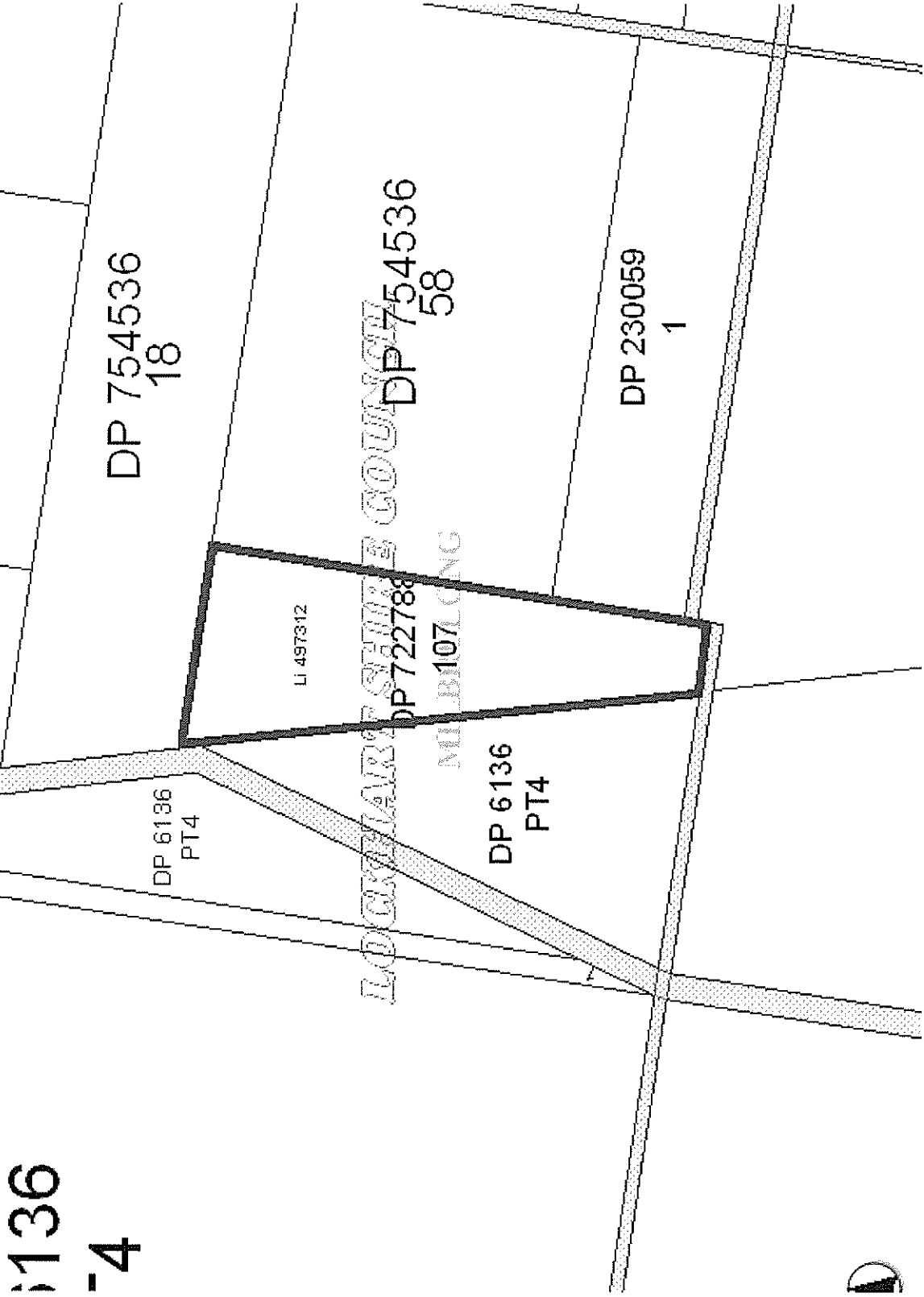


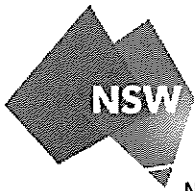
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Schedule of Lands
"KARBAROOK" FRENCH PARK-BULLENBUNG RD,MILBRULONG NSW

Title	Lot	DP	Plan	Total Areas	
				Hectares (ha)	Acres (a)
1/220036	1	220036		68.274	168.709
1/230059	1	230059		173.967	429.881
2/230059	2	230059		347.375	858.381
13672-129	18		829.1888	32.476	80.250
13672-129	50		522.1888	32.377	80.006
13672-129	51		502.1888	21.651	53.500
13672-129	58		1339.1888	46.539	115.000
13672-129	23		501.1888	19.324	47.750
13672-129	24		515.1888	24.281	60.000
13672-129	27		658.1888	16.187	40.000
13672-129	28		829.1888	61.917	153.000
13672-129	60		1000.1888	43.908	108.500
13672-129	1	1093292		20.260	50.063
13672-129	2	1093292		19.280	47.642
4/1228732	4	1228732		26.380	65.186
				954.198	2357.870



FOLIO: 1/220036

SEARCH DATE	TIME	EDITION NO	DATE
19/10/2020	9:45 AM	4	2/9/2018

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

LAND

LOT 1 IN DEPOSITED PLAN 220036
LOCAL GOVERNMENT AREA LOCKHART
PARISH OF TOOTOOL COUNTY OF MITCHELL
TITLE DIAGRAM DP220036

FIRST SCHEDULE

RICHARD DONALD SIMPSON (T 0219186)

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 3626169 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

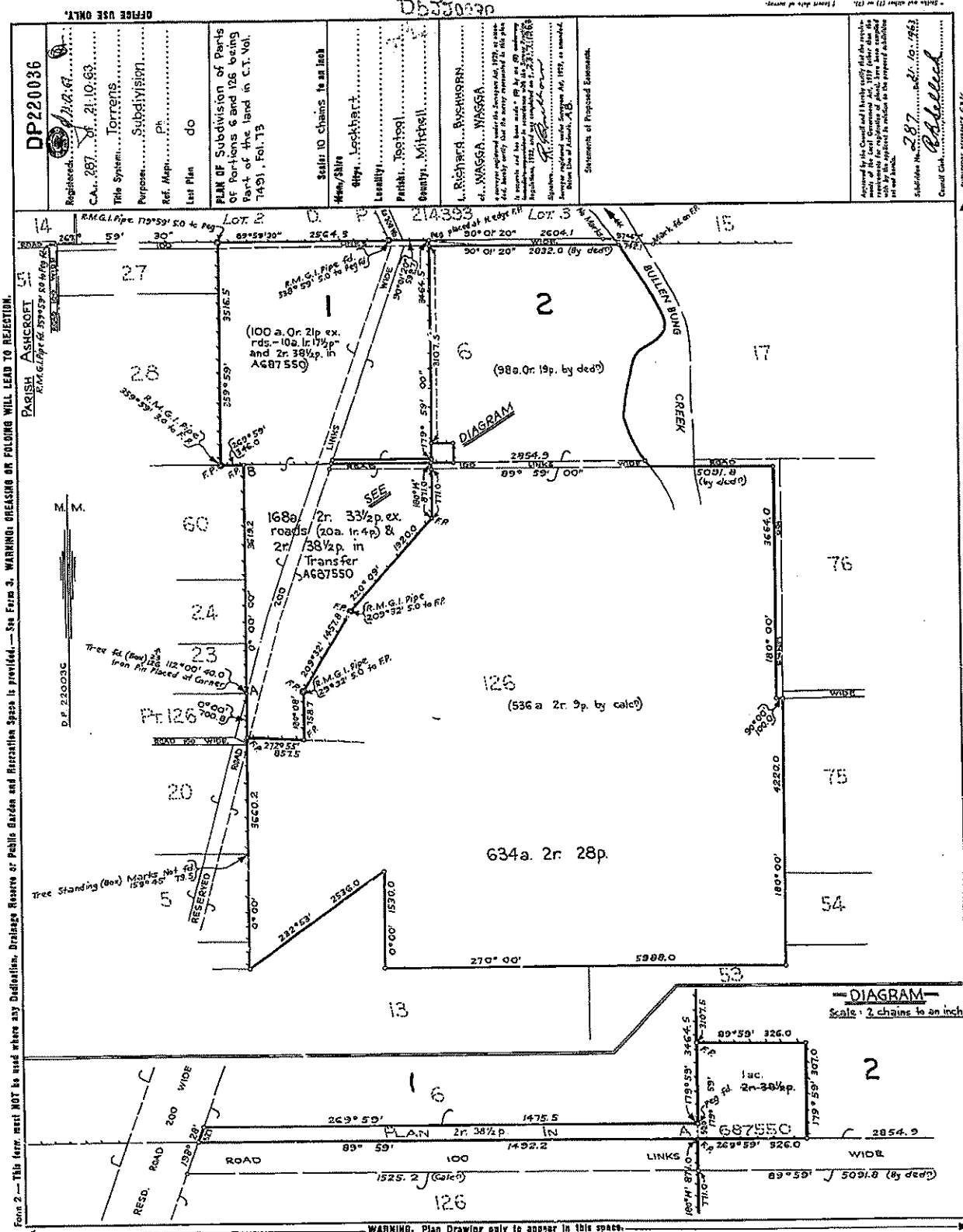
NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



Form 2 - This form must NOT be used where any Dedication, Drainage Reserve or Public Garden and Recreation Area is provided. - See Form 3. WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.



LINKS	RETINES
1	0.504
2	1.006
3	1.508
4	2.010
5	2.512
6	3.014
7	3.516
8	4.018
9	4.520
10	5.022
11	5.524
12	6.026
13	6.528
14	7.030
15	7.532
16	8.034
17	8.536
18	9.038
19	9.540
20	10.042
21	10.544
22	11.046
23	11.548
24	12.050
25	12.552
26	13.054
27	13.556
28	14.058
29	14.560
30	15.062
31	15.564
32	16.066
33	16.568
34	17.070
35	17.572
36	18.074
37	18.576
38	19.078
39	19.580
40	20.082
41	20.584
42	21.086
43	21.588
44	22.090
45	22.592
46	23.094
47	23.596
48	24.098
49	24.600
50	25.102
51	25.604
52	26.106
53	26.608
54	27.110
55	27.612
56	28.114
57	28.616
58	29.118
59	29.620
60	30.122
61	30.624
62	31.126
63	31.628
64	32.130
65	32.632
66	33.134
67	33.636
68	34.138
69	34.640
70	35.142
71	35.644
72	36.146
73	36.648
74	37.150
75	37.652
76	38.154
77	38.656
78	39.158
79	39.660
80	40.162
81	40.664
82	41.166
83	41.668
84	42.170
85	42.672
86	43.174
87	43.676
88	44.178
89	44.680
90	45.182
91	45.684
92	46.186
93	46.688
94	47.190
95	47.692
96	48.194
97	48.696
98	49.198
99	49.700
100	50.202
101	50.704
102	51.206
103	51.708
104	52.210
105	52.712
106	53.214
107	53.716
108	54.218
109	54.720
110	55.222
111	55.724
112	56.226
113	56.728
114	57.230
115	57.732
116	58.234
117	58.736
118	59.238
119	59.740
120	60.242
121	60.744
122	61.246
123	61.748
124	62.250
125	62.752
126	63.254
127	63.756
128	64.258
129	64.760
130	65.262
131	65.764
132	66.266
133	66.768
134	67.270
135	67.772
136	68.274
137	68.776
138	69.278
139	69.780
140	70.282
141	70.784
142	71.286
143	71.788
144	72.290
145	72.792
146	73.294
147	73.796
148	74.298
149	74.800
150	75.302
151	75.804
152	76.306
153	76.808
154	77.310
155	77.812
156	78.314
157	78.816
158	79.318
159	79.820
160	80.322
161	80.824
162	81.326
163	81.828
164	82.330
165	82.832
166	83.334
167	83.836
168	84.338
169	84.840
170	85.342
171	85.844
172	86.346
173	86.848
174	87.350
175	87.852
176	88.354
177	88.856
178	89.358
179	89.860
180	90.362
181	90.864
182	91.366
183	91.868
184	92.370
185	92.872
186	93.374
187	93.876
188	94.378
189	94.880
190	95.382
191	95.884
192	96.386
193	96.888
194	97.390
195	97.892
196	98.394
197	98.896
198	99.398
199	99.900
200	100.402

DP 220036
 Registered...
 C.A. 287 of 21.10.63
 Title System...
 Purpose...
 Ref. Maps...
 Last Plan do
 PLAN OF Subdivision of Parts of Portions 6 and 126 being Part of the land in C.T. Vol. 74(S), Fol. 73
 Scale 10 chains to an inch
 Mem/Share
 Locality...
 Parish...
 County...
 L. Richards...
 of...
 Approved by the Council and I hereby certify that the provisions of the said Ordinance Act, 1977 have been complied with by the applicant in relation to the proposed subdivision of the said land.
 Submitter No. 287 of 21.10.1963
 Condit. Clk.
 Statement of Proposed Easements.
 Approved by the Council and I hereby certify that the provisions of the said Ordinance Act, 1977 have been complied with by the applicant in relation to the proposed subdivision of the said land.
 Submitter No. 287 of 21.10.1963
 Condit. Clk.
 WARNING: Plan Drawing only to appear in this space.
 I, Bruce Richard Davies, Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this 5th day of May, 1977.



FOLIO: 1/230059

SEARCH DATE	TIME	EDITION NO	DATE
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19/10/2020	9:45 AM	4	2/9/2018

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

LAND

LOT 1 IN DEPOSITED PLAN 230059
LOCAL GOVERNMENT AREA LOCKHART
PARISH OF ASHCROFT COUNTY OF MITCHELL
PARISH OF TOOTOOL COUNTY OF MITCHELL
TITLE DIAGRAM DP230059

FIRST SCHEDULE

RICHARD DONALD SIMPSON (T 0219186)

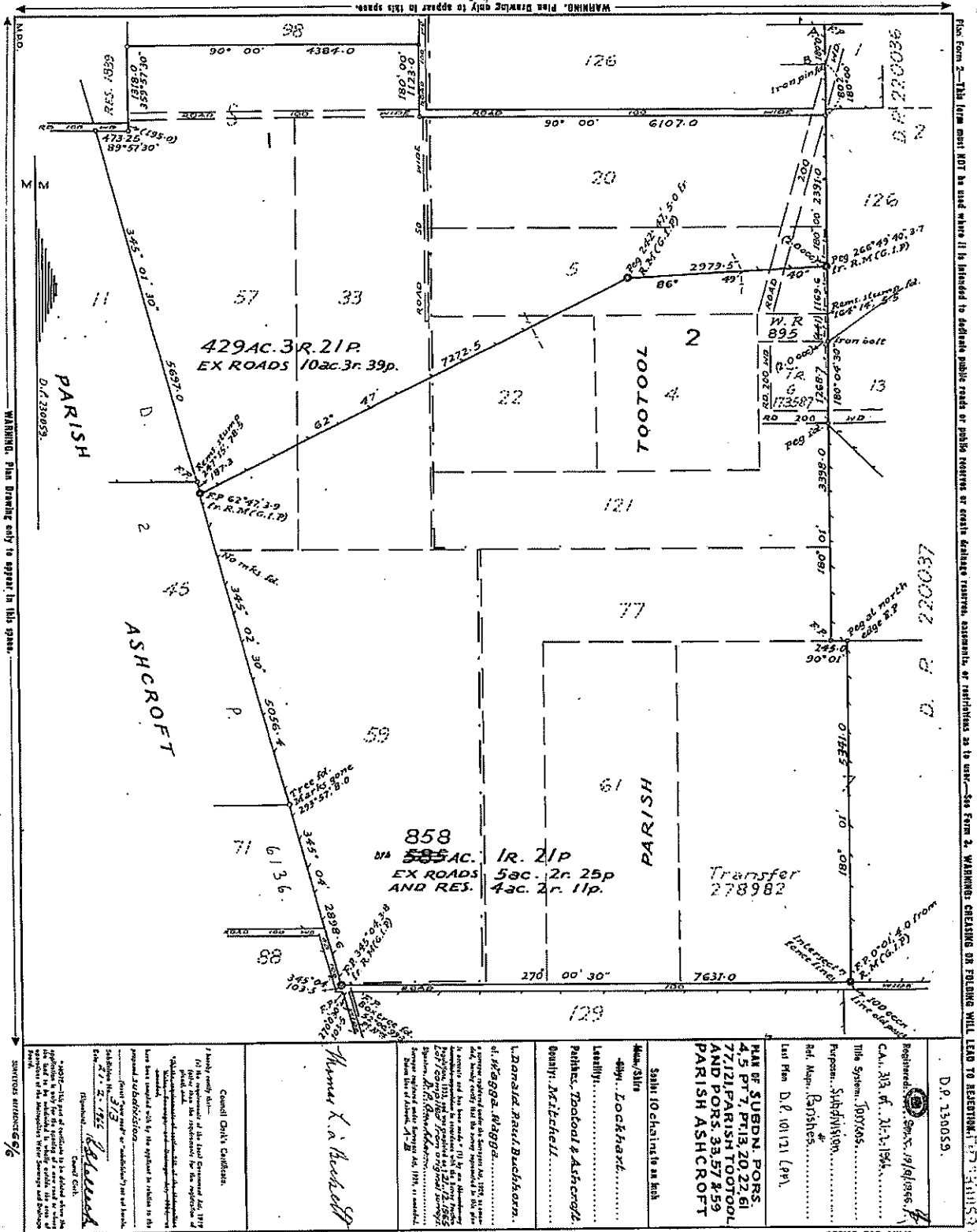
SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 LAND EXCLUDES MINERALS BY THE CROWN GRANTS OF POR 33 & 57 PARISH OF ASHCROFT & POR 5 & 20 PARISH OF TOOTOOL
- 3 LAND EXCLUDES THE ROAD(S) SHOWN IN DP230059
- 4 M967191 EASEMENT FOR TRANSMISSION LINE AFFECTING THE PART SHOWN SO BURDENED IN PLAN WITH M967191
2154784 EASEMENT VESTED IN THE NEW SOUTH WALES ELECTRICITY TRANSMISSION AUTHORITY
- 5 3626169 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



WARNING: This drawing only to appear in this space.

OFFICE USE ONLY.

LINKS	METRES
2	0.402
3	0.174
3	0.724
3	0.725
5	1.005
5	1.106
0	1.609
10	2.012
50	10.058
50	15.976
100	19.976
100	20.421
150	22.421
150	37.672
200	39.228
200	40.234
245	49.246
442	88.715
442	97.203
802	101.287
1128	112.5
1128	254.206
1364	255.222
1318	265.139
2391	480.993
2896	583.106
2879	599.390
3396	683.569
4388	803.982
3828	1071.438
5897	1156.034
6307	1288.533
7272	1452.994
7631	1535.113

CONVERSION TABLE ADDED BY REGISTRAR GENERAL'S DEPARTMENT

AC NO P HA

4 2 11 1.849

4 2 25 2.289

4 1 5 39 4.499

4 2 9 21 174

858 1 21 347.4

1. George Richard Davies, Registrar General for New South Wales, certify that this map is a photograph made as a permanent record of a document in my custody this 14th day of June, 1977

George Richard Davies

Registrar General



From Form 2 - This form must NOT be used where it is intended to delineate public roads or public reserves or create drainage easements, easements or restrictions as to use - See Form 2, WARNINGS CONCERNING DRILLING WILL LEAD TO REJECTION OF THIS PLAN.

SWITCHES ATTACHED 6/6

RP 13A



MYG/191

19 OCT 20 20

NEW SOUTH WALES

MEMORANDUM OF TRANSFER

REAL PROPERTY ACT, 1900 AND GRANT OF EASEMENT

OFFICE USE ONLY

76
\$24-

This form is for use where the short form of transfer is applicable. Typewriting and handwriting should be clear, legible and in permanent black non-copying ink. No alterations should be made by erasures; the words rejected must be ruled through and verified by signature or initials in the margin.

(a) Full name, address and occupation of transferor.

THOMAS ALBERT A'BECKISTE, of French Park, Grazier

hereinafter referred to as the TRANSFEROR

(b) If a less estate strike out in fee simple and add appropriate estate.

being registered proprietor of an estate in fee simple^(b) in the land hereinafter described, subject to the following encumbrances and interests

(c) A short note will suffice. If an encumbrance is not yet registered, particulars sufficient for identification must be furnished.

(c) Reservations and conditions, if any, contained in the Crown Grant.
 Reservations for Roads.

In consideration of Fifty dollars (\$ 50.00)

(d) Insert appropriate words. If desired, this space may be used in the case of a transfer by direction.

(the receipt whereof is hereby acknowledged), paid to the transferor by^(d) THE ELECTRICITY COMMISSION OF NEW SOUTH WALES and grants hereby transfers to

(e) Full name, address and occupation of transferee. If more than one transferee state whether joint tenants or tenants in common. Unless otherwise stated tenants in common will be presumed to hold in equal shares.

(e) THE ELECTRICITY COMMISSION OF NEW SOUTH WALES, 1 Castlereagh Street, Sydney

hereinafter referred to as the TRANSFEREE

WJA

an estate in fee simple^(b) out of all such my estate and interest

in the land described in the following schedule

Set lot and plan number, Division etc. See also sections 327 and 327A Local Government Act, 1919.

Reference to title		Whole or Part	Description of land if part only ^(d)	County	Parish
Volume	Folio				
10387	208	Whole		Mitchell	Ashcroft and Footool
/					

K 1145 BT 497-3

RULE UP ALL BLANKS

(g) Here insert any easements, restrictive covenants or exceptions intended to be included. Each sheet must comply with section 25 of the Conveyancing Act, 1919. If the space provided is insufficient, additional sheets of the same size and quality of paper as this form should be used. A binding margin of 11 inches and other margins of not less than 3 inch should be preserved. Each additional sheet must be filed by the parties and the strata trustees.

Lk

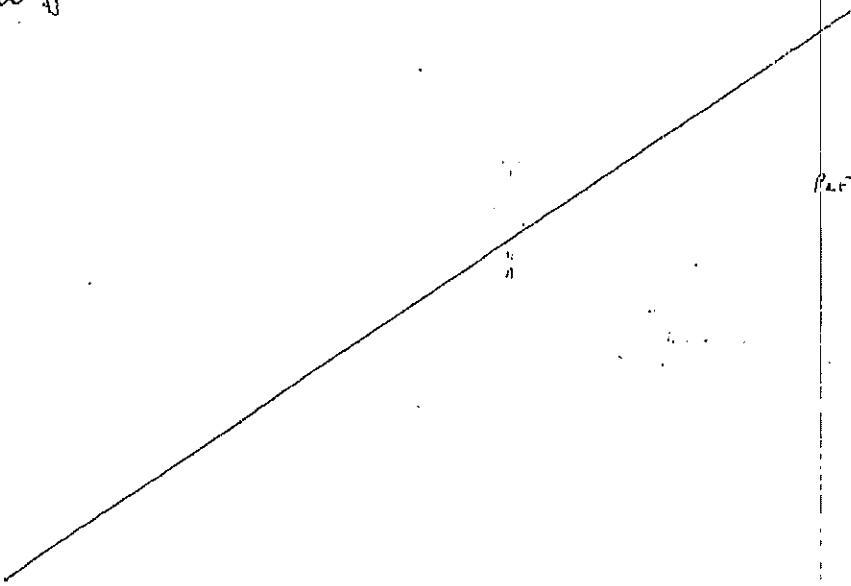
Full and free right leave liberty and licence for the transferee its successors and assigns (being the Crown or a public or local authority constituted by Act of Parliament) its and their servants and all other persons authorised by it or them to act on its or their behalf -

- (a) to erect construct place inspect and for repair renew maintain and use through along and in and remove from the land shown as the site of easement on the plan annexed hereto and marked "A" which parcel of land is hereinafter referred to as "the servient tenement" overhead electricity transmission mains wires and cables and the supports therefor (including towers and poles) and other ancillary works for the transmission of electricity and for purposes incidental thereto and to repair inspect alter renew maintain use and remove any works of the aforementioned categories as are already erected constructed or placed in the servient tenement (the ownership of all of which works the transferor hereby acknowledges is vested in the transferee), and
- (b) to cause or permit electricity to flow or be transmitted through and along the said transmission mains wires and cables, and
- (c) with or without horses vehicles plant and equipment to enter and be in the servient tenement for the purpose of exercising any rights granted to it or them hereunder, and
- (d) to cut or trim or lop trees branches and other growths or foliage exceeding eight feet in height which now or at any time hereafter may overhang encroach or be in or on the servient tenement and which may or may be likely to interfere with any right leave liberty or licence granted hereunder.

And the transferor doth hereby for himself his executors administrators and assigns as owner or owners for the time being of the servient tenement covenant with the transferee its said successors and assigns that he or they will not -

- (a) do or knowingly suffer to be done any act or thing which may interfere with injure damage or destroy the said mains wires cables towers poles or ancillary works or any of them or obstruct prevent or interfere with the free flow of electricity through and along the said transmission mains wires and cables, and
- (b) erect or place or permit the erection or placing in or on the servient tenement of any building structure plant or apparatus without the permission in writing of the transferee its said successors or assigns.

h f u



PLANS: ENDS RE
GRANTED SIGN
LINDA PLAN

Shire of Lockhart

151

20

THE ELECTRICITY COMMISSION OF N.S.W.

WAGGA — DENILQUIN

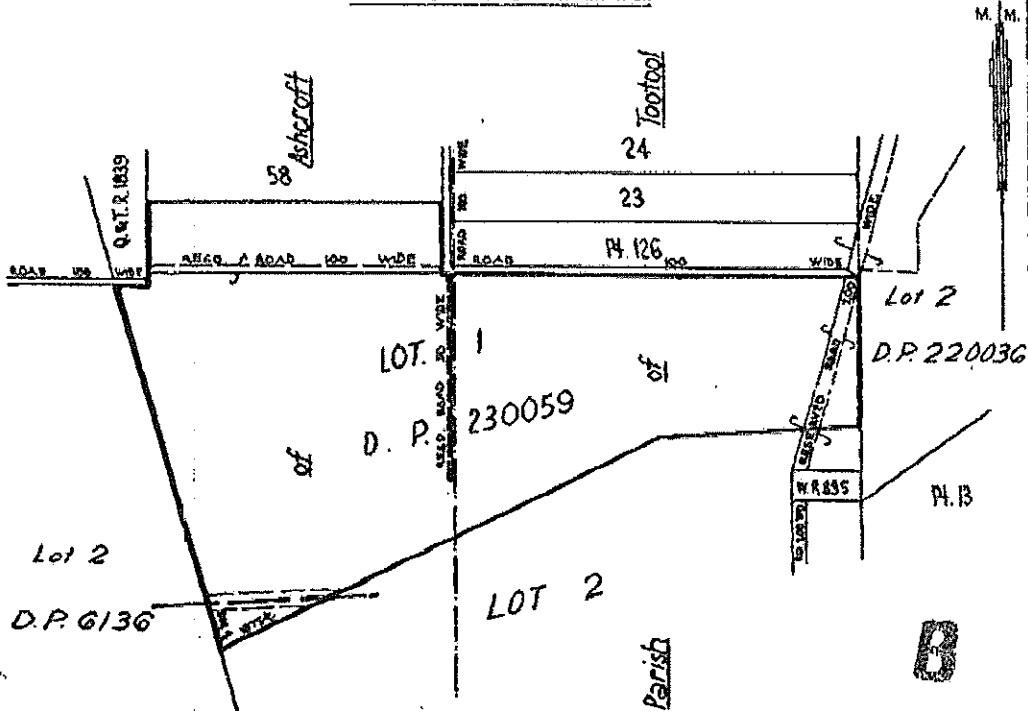
132 KV. TRANSMISSION LINE

PLAN

SHOWING SITE OF EASEMENT PROPOSED TO BE ACQUIRED FOR TRANSMISSION LINE

Parish of Ashcroft County of Mitchell

Scale: 20 chains to an inch



This is the plan marked 'A' referred to in the Memorandum of Transfer and Grant of Easement between Thomas Lambert A'Beckett and the Electricity Commission of New South Wales dated this 10th day of October 1972.

Thomas Lambert A'Beckett
Lot 1, D.P. 230059 - C.T. Vol 10387 Fol 208
Registered Proprietor: Thomas Lambert A'Beckett

Centre line of Transmission Line as constructed shown thus ——— forms centre line of easement 150 feet wide.

LODGE WITH DEALING *D* 27 10 72

Date: 25-2-71
Field Book No. _____

Thomas L. A'Beckett
Surveyor
Surveyor Registered under The Surveyors Act, 1928, as amended
P. 10527

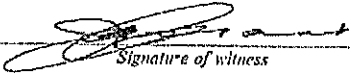
12/5/71

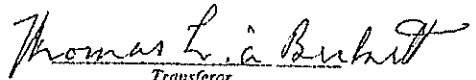
151-78

Dated at Lachlan this 10th day of October 1972

1) Further proof of execution will not normally be required if stated or acknowledged before any of the following persons, not being a party to the dealing, to whom the transferor is known:
Where executed in New South Wales — bank manager, barrister, clerk of petty sessions, commissioned officer in the Defence Force of the Commonwealth of Australia, Commissioner by taking affidavits, headmaster of a school, judge, justice of the peace, magistrate, mayor or other chief officer of any local government corporation, medical practitioner, member of parliament of the Commonwealth or of a State, member of the police force of the Commonwealth or of a State or a Territory, minister of religion, notary public, postmaster, collector, town or shire clerk or other executive officer administering local government;
Where executed in any part of the Commonwealth of Australia or in Territories or in any part of the British Commonwealth — any of the persons referred to above, and in addition, an Australian or British Consular Officer exercising his functions in the part, Government Clerk, Resident, Chief Secretary or Registrar of Titles of the part;
Where executed in foreign territory — an Australian or British Consular Officer exercising his functions in that territory, commissioned officer in the Defence Force of the Commonwealth of Australia, Commissioner for taking affidavits, judge, justice of the peace, magistrate, mayor or other chief officer of any local government corporation, officer in charge of a police station, notary public, town or shire clerk or other executive officer administering local government.
2) Repeal Attestation clause Act, if necessary.
3) Section 117 Real Property Act, 1900, requires that this certificate be signed by the transferee or, where his signature cannot be obtained without difficulty and delay, by his solicitor or conveyed by his own name, which should be typewritten or printed below his signature, and not that of his firm. Any person liable or negligently certifying is liable to the penalties provided by Section 117.
4) May be witnessed by any responsible person not being a party to this dealing.

(b) Signed in my presence by the transferor who is personally known to me


Signature of witness
J. M. GRANT
Name of witness (BLOCK LETTERS)
SOLICITOR
Qualification of witness


Transferor

ACCEPTED for and on behalf of **THE ELECTRICITY COMMISSION OF NEW SOUTH WALES** by me **RONALD FRANK MACGUGAN**, Senior Administrative Officer of the said Commission pursuant to a Resolution dated 6th June, 1969 and I hereby certify this Transfer to be correct for the purposes of the Real Property Act and I further certify that the said Resolution has not been revoked or varied in any way.

(c) Accepted and certified correct for the purposes of the Real Property Act, 1900.

(c) Signed in my presence by the transferee who is personally known to me

Signature of witness
Name of witness (BLOCK LETTERS)
Address of witness


Transferee RONALD FRANK MACGUGAN

M967191

DEPARTMENTAL USE ONLY		TO BE COMPLETED BY LODGING PARTY	
TRANSFER and <i>grant of easement for transmission line.</i>		Lodged by MORRIS, HAYES & EDGAR Law Stationers Address: 67 Castlereagh Street, Sydney JD374 28 9262 Phone No.: Documents lodged herewith 1. <i>10/11/92</i> 2. <i>[Signature]</i> 3. _____ 4. _____ 5. _____	
Checked <i>[Signature]</i>	REGISTERED 17/11/1992 <i>[Signature]</i> Registrar General	Received Documents <i>[Signature]</i>	Receiving Clerk _____
AUTHORITY FOR USE OF INSTRUMENT OF TITLE ⁽¹⁾ Authority is hereby given for the use of _____ _____ lodged (insert reference to certificates, grants or dealings) in connection with _____ for the (insert number of plan or dealing) registration of this dealing and for delivery to _____ (BLOCK LETTERS) _____ Signature _____ Name (BLOCK LETTERS)			
MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY (To be signed at the time of executing the within dealing) The undersigned states that he has no notice of the revocation of the Power of Attorney registered No _____ Miscellaneous Register under the authority of which he has just executed the within dealing. Signed at _____ the _____ day of _____ 19____ _____ Signature of attorney _____ Signature of witness			
CERTIFICATE OF J.P., &c. TAKING DECLARATION OF ATTESTING WITNESS ⁽²⁾ I certify that _____ the attesting witness to this dealing, appeared before me at _____ the _____ day of _____ 19____ and declared that he personally knew _____ _____ the person signing the same, and whose signature thereto he has attested, and that the name purporting to be such signature of the said _____ _____ is his own handwriting and that he was of sound mind and freely and voluntarily signed the same. _____ Signature _____ Name (BLOCK LETTERS) _____ Qualification			

(1) Unless the instrument of title has been lodged by the person lodging the dealing, or its use has been authorised previously, the authority must be furnished by the person otherwise entitled to delivery of the certificate of title, grant &c.

(2) Not required where dealing attested in accordance with note (1b) in other cases to be signed by one of the persons referred to in note (1b).

M.P.D.





FOLIO: 2/230059

SEARCH DATE	TIME	EDITION NO	DATE
19/10/2020	9:50 AM	4	2/9/2018

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

LAND

LOT 2 IN DEPOSITED PLAN 230059
LOCAL GOVERNMENT AREA LOCKHART
PARISH OF ASHCROFT COUNTY OF MITCHELL
PARISH OF TOOTOOL COUNTY OF MITCHELL
TITLE DIAGRAM DP230059

FIRST SCHEDULE

RICHARD DONALD SIMPSON (TA 0214218)

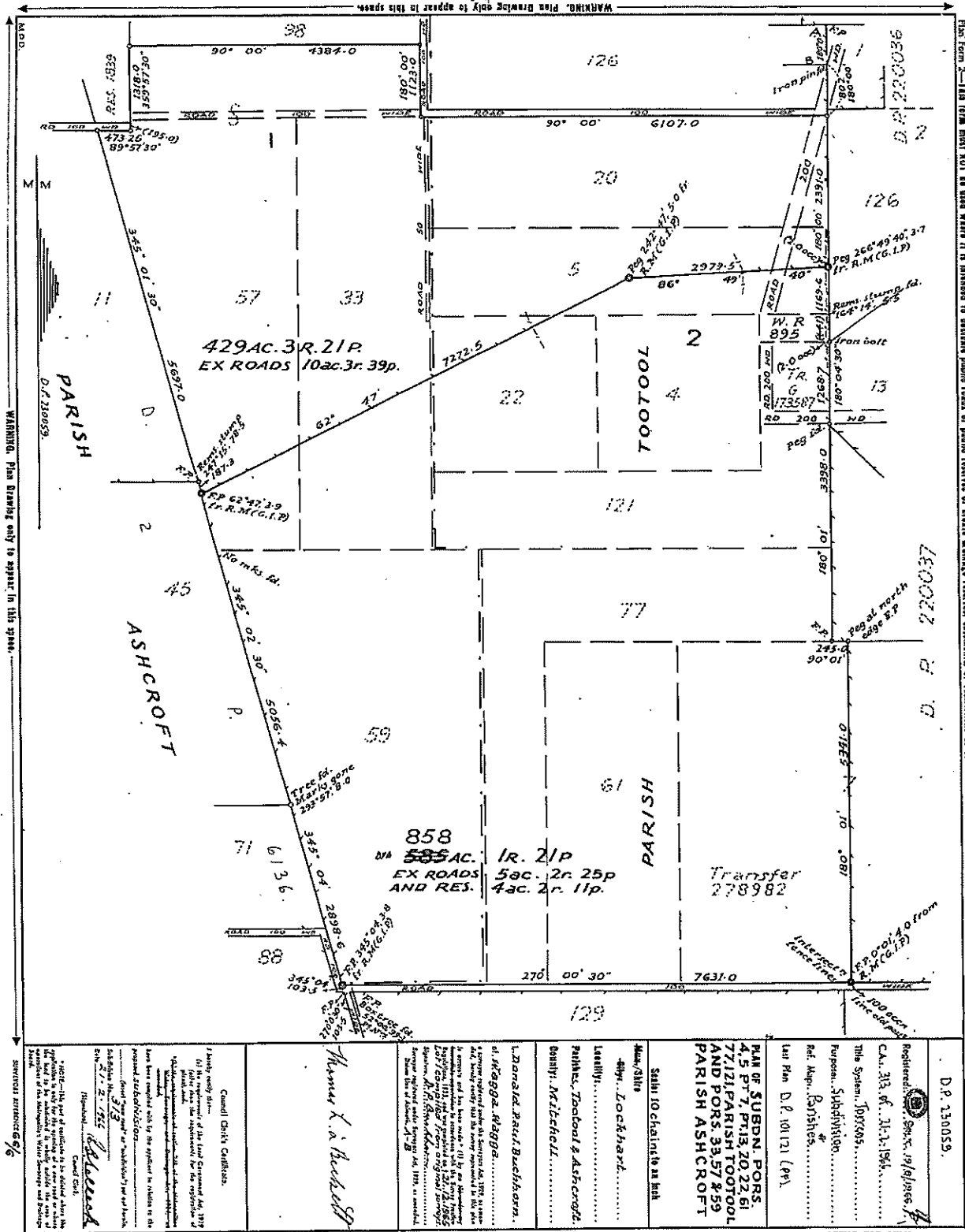
SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 LAND EXCLUDES MINERALS BY CROWN GRANTS PORS 33 & 57 IN THE PARISH OF ASHCROFT & PORS 4,5,7,61,77 & 121 IN THE PARISH OF TOOTOOL
- 3 LAND EXCLUDES THE ROAD(S) SHOWN IN DP230059
- 4 M967192 EASEMENT FOR TRANSMISSION LINE AFFECTING THE PART SHOWN SO BURDENED IN PLAN WITH M967192 2154784 EASEMENT VESTED IN THE NEW SOUTH WALES ELECTRICITY TRANSMISSION AUTHORITY
- 5 3626169 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



WARNING: Plan Drawing only to appear in this space.

LINKS	METRES
2.7	0.744
3.0	0.785
3.0	0.785
3.0	0.785
5.5	1.106
6	1.609
10	2.912
50	10.058
76.5	15.732
100	29.915
100.5	28.421
100.5	28.421
192	57.672
200	59.228
245	49.246
441	60.715
473.25	95.203
802	101.237
1122	112.0
1122.6	112.0
1366.7	251.222
1318	251.139
2391	440.933
2896.6	553.106
2979.6	599.340
3396	603.569
4384	803.921
5028.4	1071.438
5691	1116.024
6107	1228.533
7272.5	1452.994
7631	1535.113

CONVERSION TABLE (APPROX.)
 REGISTRAR GENERAL'S DEPARTMENT

AC NO P HA

4 2 11 1.049

5 2 25 2.289

11 3 39 4.949

429 2 21 174

856 1 21 347.4



No. M967192

12 OCT 31 AM 10 26

AE
R.P. 13A

New South Wales

Fees:—
Lodgment
Endorsement

MEMORANDUM OF TRANSFER
 (REAL PROPERTY ACT, 1900.) AND GRANT OF EASEMENTS

NEW SOUTH WALES
 1162
 \$211

I, HILARY ELLIOT A'BECKETT of The Rock, Married Woman

This form may be used where new restrictive covenants are imposed or easements created or where the simple transfer form is unsuitable.

(Trusts must not be disclosed in the transfer.)

Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black non-copying ink.

All blanks should be ruled up before signing.

Less estate, strike out "in single" and interline the required alteration.

(herein called transferor)
 being registered as the proprietor of an estate in fee simple* in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of Two hundred and eighty five dollars (\$285.00) (the receipt whereof is hereby acknowledged) paid to me by THE ELECTRICITY COMMISSION OF NEW SOUTH WALES

and grant do hereby transfer/to

Show in BLOCK LETTERS the full name, postal address and description of the persons taking, and if more than one, whether they hold as joint tenants or tenants in common.

THE ELECTRICITY COMMISSION OF NEW SOUTH WALES, 1 Castlereagh Street, Sydney

(herein called transferee)

Out of ALL such my Estate and Interest in ALL THE land mentioned in the schedule following:—

County	Parish	Reference to Title			Description of Land (if part only)
		Whole or Part	Vol.	Fol.	
Mitchell	Ashcroft and Tootool	Whole	10387	209	

Description may refer to the defined residue of the land in a certificate of grant (e.g. "and being residue after transfer number 7") or may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar General (e.g. "and being Lot section D P.")

Unless authorised by Reg 53, Conveyancing Act Regulations, 1961, a plan may not be annexed to or endorsed on this transfer form.

~~And the transferee covenant(s) with the transferor:~~

Full and free right leave liberty and licence for the transferee its successors and assigns (being the Crown or a public or local authority constituted by Act of Parliament) its and their servants and all other persons authorised by it or them to act on its or their behalf -

- (a) to erect construct place inspect alter repair renew maintain and use through along and in and remove from the land shown as the site of easement on the plan annexed hereto and marked "A" which parcel of land is hereinafter referred to as "the servient tenement" overhead electricity transmission mains wires and cables and the supports therefor (including towers and poles) and other ancillary works for the transmission of electricity and for purposes incidental thereto and to repair inspect alter renew maintain use and remove any works of the aforementioned categories as are already erected constructed or placed in the servient tenement (the ownership of all of which works the transferor hereby acknowledges is vested in the transferee), and
- (b) to cause or permit electricity to flow or be transmitted through and along the said transmission mains wires and cables, and
- (c) with or without horses vehicles plant and equipment to enter and be in the servient tenement for the purpose of exercising any rights granted to it or them hereunder, and
- (d) to cut or trim or lop trees branches and other growths or foliage exceeding eight feet in height which now or at any time hereafter may overhang encroach or be in or on the servient tenement and which may or may be likely to interfere with any right leave liberty or licence granted hereunder.

And the transferor doth hereby for herself her executors administrators and assigns as owner or owners for the time being of the servient tenement covenant with the transferee its said successors and assigns that she or they will not -

- (a) do or knowingly suffer to be done any act or thing which may interfere with injure damage or destroy the said mains wires cables towers poles or ancillary works or any of them or obstruct prevent or interfere with the free flow of electricity through and along the said transmission mains wires and cables, and
- (b) erect or place or permit the erection or placing in or on the servient tenement of any building structure plant or apparatus without the permission in writing of the transferee its said successors or assigns.

Strike out if unnecessary, or suitably adjust.

- (i) if any easements are to be created or any exceptions to be made: or
- (ii) if the statutory covenants implied by the Act are intended to be varied or modified.

Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919.

ENCUMBRANCES, &c., REFERRED TO:

Reservations and conditions, if any, contained in the Crown Grant.

A very short note will suffice.

K 1165-1 51 437-1

PLEASE PRINT EXACTLY AS SHOWN

M 967192

Shire of Lockhart

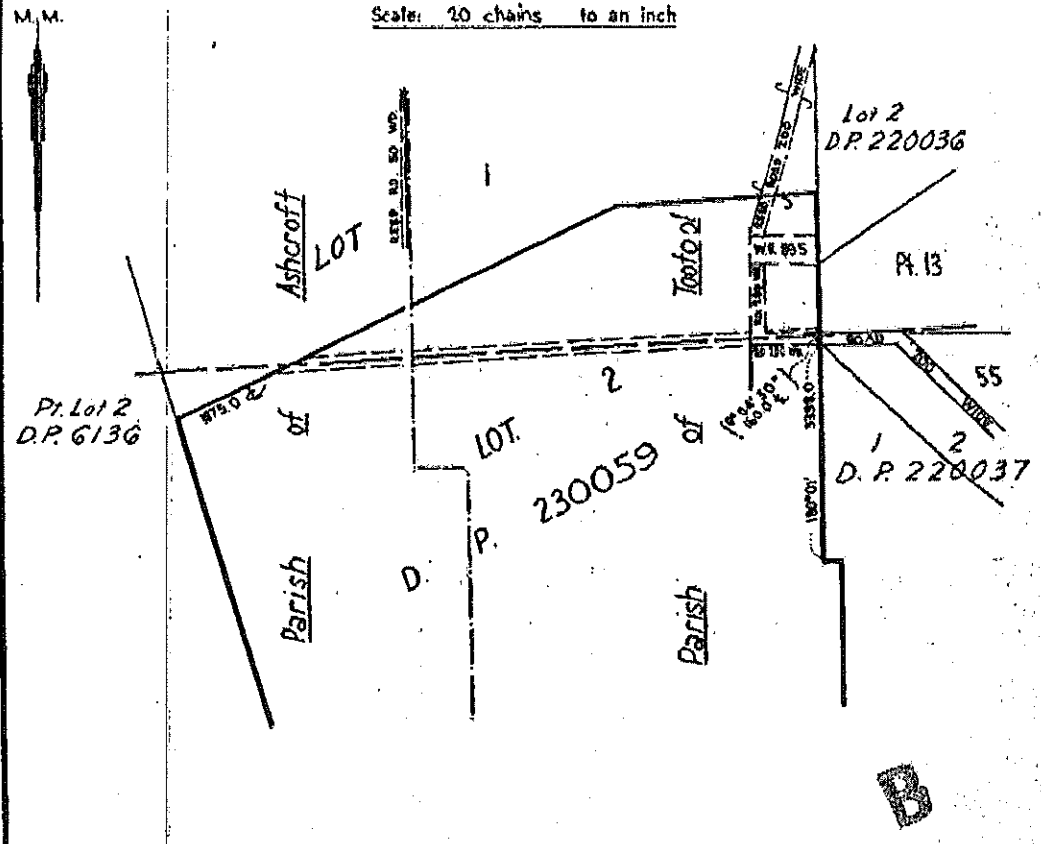
1A

19

THE ELECTRICITY COMMISSION OF N.S.W.
WAGGA — DENILIKUIN
132KV TRANSMISSION LINE
PLAN

SHOWING SITE OF EASEMENT PROPOSED TO BE ACQUIRED FOR TRANSMISSION LINE

Parishes of Tootool & Ashcroft County of Mitchell



Lot 2, D.P. 230059 - C.T. Vol. 10387 Fol 209

Registered Proprietor: Hilary Elliot Beckett

This is the plan marked 'A' referred to in the Memorandum of Transfer and Grant of Easement between Hilary Elliot Beckett and the Electricity Commission of New South Wales dated this 10th day of October 1972.

27 10 72
LODGE WITH DEALING

Centre line of Transmission Line as constructed shown thus ——— forms centre line of easement 150 feet wide

Hilary E. A. Beckett
S. P. G. G. G.

Date: 25-2-77
Field Book No:

Surveyor Registered under The Surveyors Act, 1929, as amended

P.10526

12-5-77

171-73

If the Transferor or Transferee signs by a mark, the attestation must state that the instrument was read over and explained to him, and that he appeared fully to understand the same.
Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar General, or Deputy Registrar General, or a Notary Public, a J.P. or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out in Sec. 105 (1) (b) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are resident:—
(a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging before the Registrar General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Secretary, or Chief Secretary of such part or a British Consular Officer or Australian Consular Officer exercising his functions in that part or such other person as the Chief Justice of New South Wales may appoint.
(b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.
(c) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent) or (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent and includes a person appointed to hold or act in the office of Counsellor, Official Secretary or Assistant Official Secretary at the Australian Commissioner's Office in Singapore or of Secretary at the Australian Military Mission in Berlin or of Agent General in London of the State of New South Wales or of Secretary, N.S.W. Government Offices, London), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

Strike out unnecessary words. Add any other matter necessary to show that the power is effective.
To be signed by Registrar General, Deputy Registrar General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself be signed or acknowledged before one of these parties.

Signed at Lockhart the 10th day of October 1972.
Signed in my presence by the transferor
WHO IS PERSONALLY KNOWN TO ME
J M GRANT
SOLICITOR

Mary E. à Beckett
Transferor.*

ACCEPTED for and on behalf of THE ELECTRICITY COMMISSION OF NEW SOUTH WALES by me RONALD FRANK MACGUGAN, Senior Administrative Officer of the said Commission pursuant to a Resolution dated 6th June, 1969 and I hereby certify this Transfer to be correct for the purposes of the Real Property Act and I further certify that the said Resolution has not been revoked or varied in any way.

Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.
Ronald Frank Macgugan
RONALD FRANK MACGUGAN
Transferee(s).

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.
(To be signed at the time of executing the within instrument.)

Memorandum where by the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. Miscellaneous Register under the authority of which he has just executed the within transfer.*

Signed at _____ the _____ day of _____ 19 ____
Signed in the presence of—

CERTIFICATE OF J.P., &c, TAKING DECLARATION OF ATTESTING WITNESS.*

Appeared before me, at _____, the _____ day of _____, one thousand _____, and declared that he personally knew _____, the person signing the same, and whose signature thereto he has attested, and that the name purporting to be such signature of the said _____ is _____ own handwriting, and that he was of sound mind, and freely and voluntarily signed the same.

* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

No. **M 9 6 7 1 9 2**

Lodged by **MORRIS, HAYES & EDGAR**
 Address **Law Stationers**
67 Castlereagh Street,
 Sydney **JD275 28 9262**
 Phone No.

PARTIAL DISCHARGE OF MORTGAGE,¹
(N.B.—Before execution read marginal note.)

I, *[Signature]* mortgagee under Mortgage No. *[Number]*
 release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

This discharge is appropriate to a transfer of part of the land in the Mortgage. The mortgagee should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.


Dated at *[Location]* this *[Day]* day of *[Month]* 19 *[Year]*
 Signed in my presence by *[Signature]*
 who is personally known to me

Mortgagee.

DOCUMENTS LODGED HEREWITH
 To be filled in by person lodging dealing

1. <i>10/1/1972</i>	Received Docs. Nos. Receiving Clerk <i>[Signature]</i>
2.	
3.	
4.	
5.	
6.	
7.	

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

Indexed	MEMORANDUM OF TRANSFER <i>and Grant of easement for Transmission line.</i>
Checked by <i>[Signature]</i>	Particulars entered in Register Book <i>17/11/1972</i>
Passed (in S.D.B.) by <i>[Signature]</i>	
Signed by <i>[Signature]</i>	<i>[Signature]</i> Registrar General 

PROGRESS RECORD

	Initials	Date
Sent to Survey Branch		
Received from Records		
Draft written		
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Engrossers		
Cancellation Clerk		
Vol.	Fol.	



FOLIO: AUTO CONSOL 13672-129

SEARCH DATE	TIME	EDITION NO	DATE
19/10/2020	9:47 AM	1	2/9/2018

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

LAND

LAND DESCRIBED IN SCHEDULE OF PARCELS
AT MILBRULONG
LOCAL GOVERNMENT AREA LOCKHART
PARISH OF ASHCROFT COUNTY OF MITCHELL
PARISH OF TOOTOOL COUNTY OF MITCHELL
TITLE DIAGRAM SEE SCHEDULE OF PARCELS

FIRST SCHEDULE

RICHARD DONALD SIMPSON

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 3626169 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA
- 3 LAND EXCLUDES MINERALS WITHIN PORS 28, 60 AND 126 PARISH OF TOOTOOL - SEE CROWN GRANTS

NOTATIONS

UNREGISTERED DEALINGS: NIL

SCHEDULE OF PARCELS

LOT 18 IN DP754536
 LOT 50 IN DP754536
 LOT 51 IN DP754536
 LOT 58 IN DP754536
 LOT 23 IN DP754566
 LOT 24 IN DP754566
 LOT 27 IN DP754566
 LOT 28 IN DP754566
 LOT 60 IN DP754566
 LOTS 1-2 IN DP1093292

TITLE DIAGRAM

CROWN PLAN 829.1888
 CROWN PLAN 522.1888
 CROWN PLAN 502.1888
 CROWN PLAN 1339.1888
 CROWN PLAN 501.1888
 CROWN PLAN 515.1888
 CROWN PLAN 658.1888
 CROWN PLAN 829.1888
 CROWN PLAN 1000.1888
 DP1093292.

*** END OF SEARCH ***

44
18
LANDS DEPARTMENT

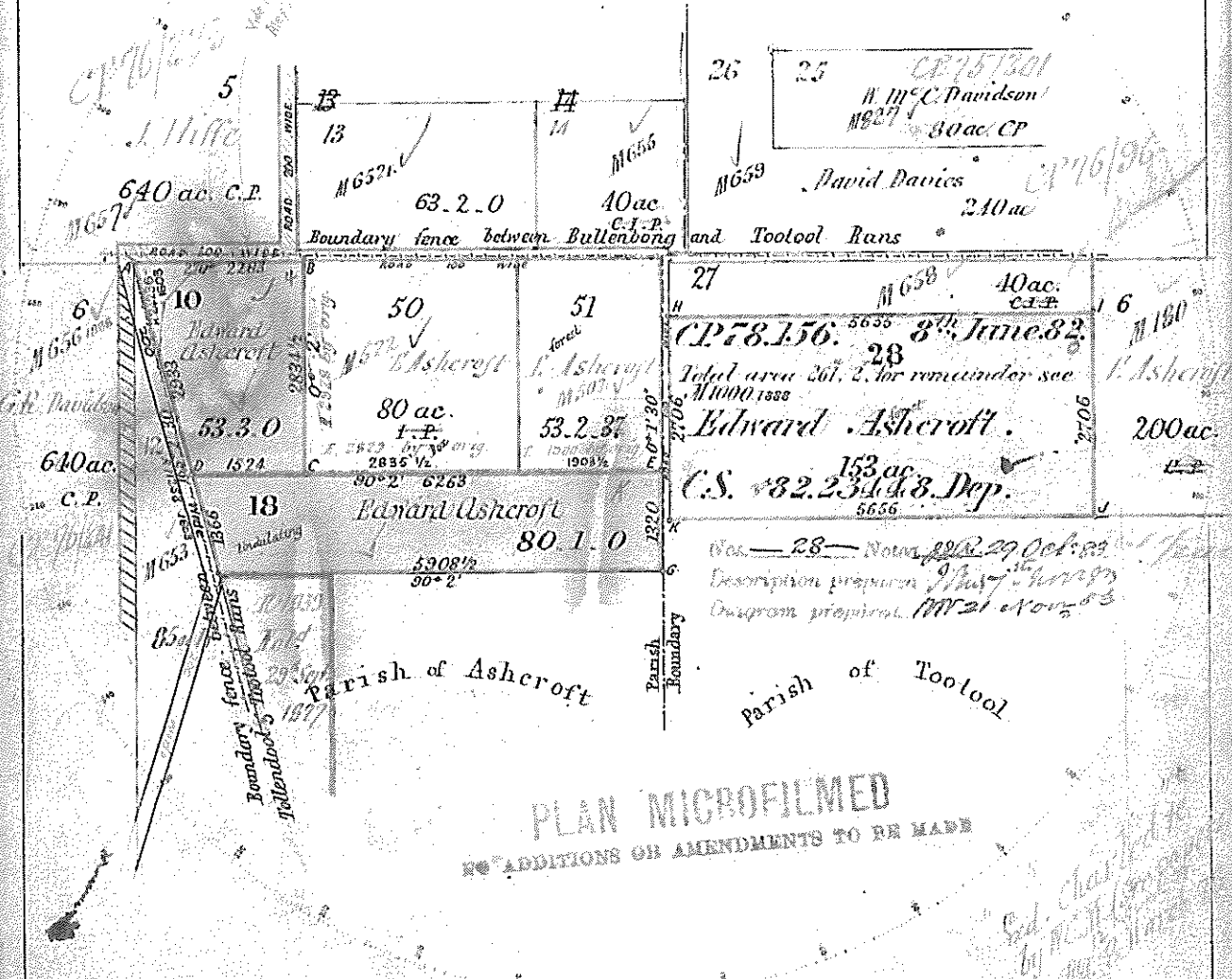
Wagga Wagga

PLAN
of 3 portions of land
Parishes of Ashcroft and Tootool
COUNTY OF MITCHELL

Applied for under the 23rd clause of the Crown Lands Alienation Act of 1861 by
Edward Ashcroft

(207 ac.)
CP 78.156 11th July 70.

Sale at Wagga Wagga 23rd October 1878
Country lots J & K Portions 10 & 18.
vide Un 79-1060 above lots sold (sold 3rd April 1879)
Diagrams Nos 5 & 12 of 1879.



PLAN MICROFILMED
NO ADDITIONS OR AMENDMENTS TO BE MADE

Reference to Corners

Corner	Bearing	From	Links	ft on Tree
A	24°	Box	23	10 ✓
B	507° 30'	Box	53	10 50
C	226° 30'	Box	38	10 50
D	141° 30'	Box	27 1/2	10 18
E	243° 50'	Box	77	18 51
F	116° 46'	Box	15	18
G	159° 30'	Box	37	18
H	182°	Box	41	27 28
I	145° 45'	Box	18	27 28
J	69°	Box	7 1/2	28
K	279° 30'	Box	100	28

Reference to Traverse

Line	Bearing	Distance

Scale 20 Chains to an Inch
Marked in accordance with regulations
Instrument used in Survey theodolite
Date of Survey 29th and 30th August 1876
Value of Improvements nil
Situated in the Bullenbong Run
Magnetic Variation 8° 42' E

Transmitted to the Registrar-General with a copy of the 11th December 1878

829-1888

15 August 78
Edwards Ashcroft
Licensed Surveyor

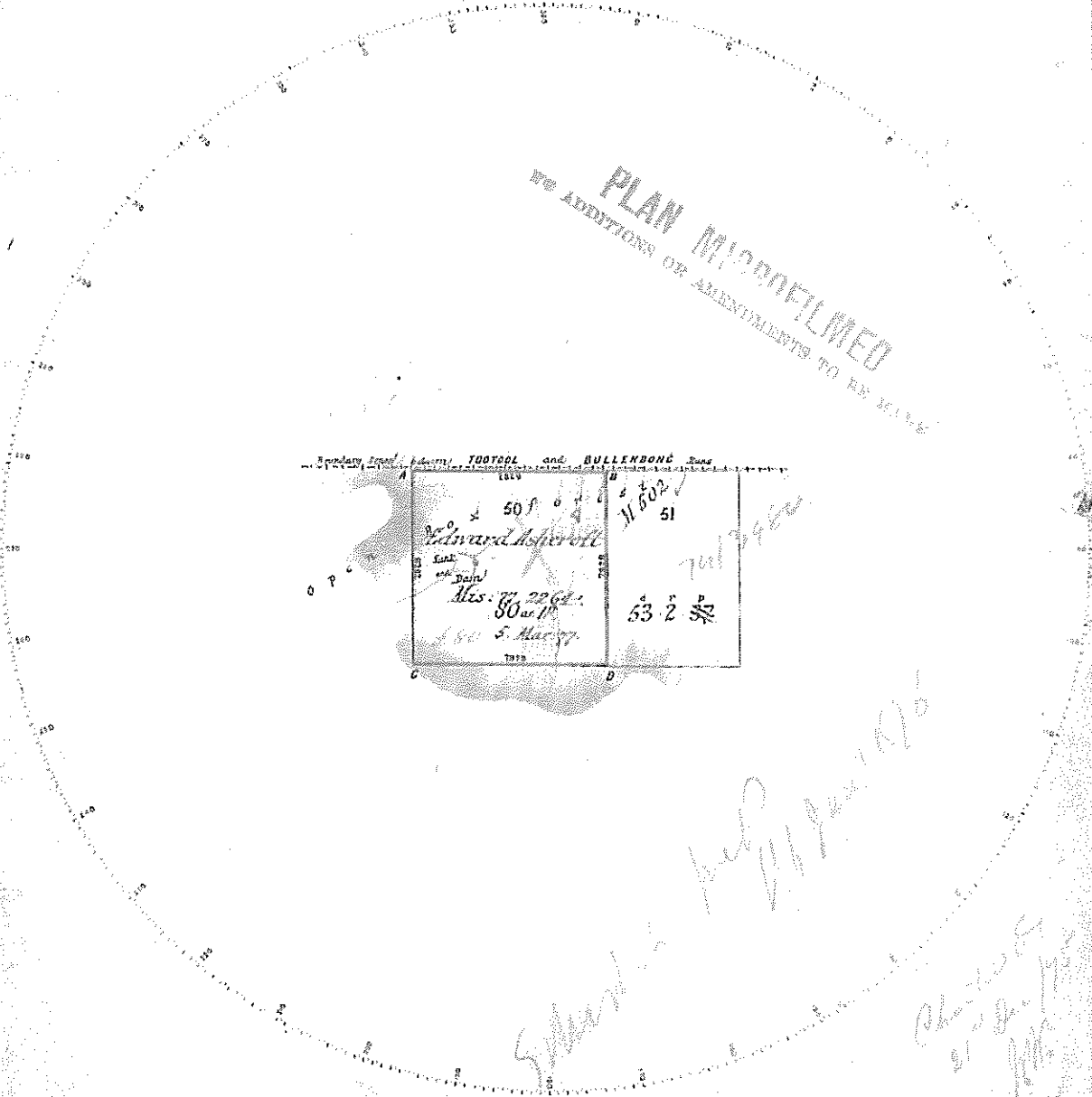


PLAN

Wagga-Wagga

of 1 Portion of Land
 Parish of Ashcroft
 COUNTY OF MITCHELL

Applied for under the 8th clause of the Crown Lands Alienation Act of 1861 by
Edward Ashcroft



REFERENCE TO CORNERS

Corner	Bearing	Dist	Lat	Long
A	302° 30'	Box	63	50
B	51° 15'	Box	52	51
C	225° 30'	Box	36	50
D	127	Box	36	51

SCALE 20 CHAINS TO AN INCH

Marked in accordance with regulations

Instrument used in Survey — Theodolite

Date of Survey 28th August 1876

Value of Improvement ^{Land and Dem. worth £30} Clearing etc. Five Acres £50

Situated in the Tootloo Run

522 - 1998

Transmitted to the Surveyor General with my letter of the 16th October 1876

Halpin
 Licensed Surveyor

Plan accepted
 24th Dec 1876

M 522-1998

75-29283
LANDS DEPARTMENT



PLAN

of 1 Portion of Land

Parish of Ashcroft.

COUNTY OF MITCHELL

Wagga-Wagga

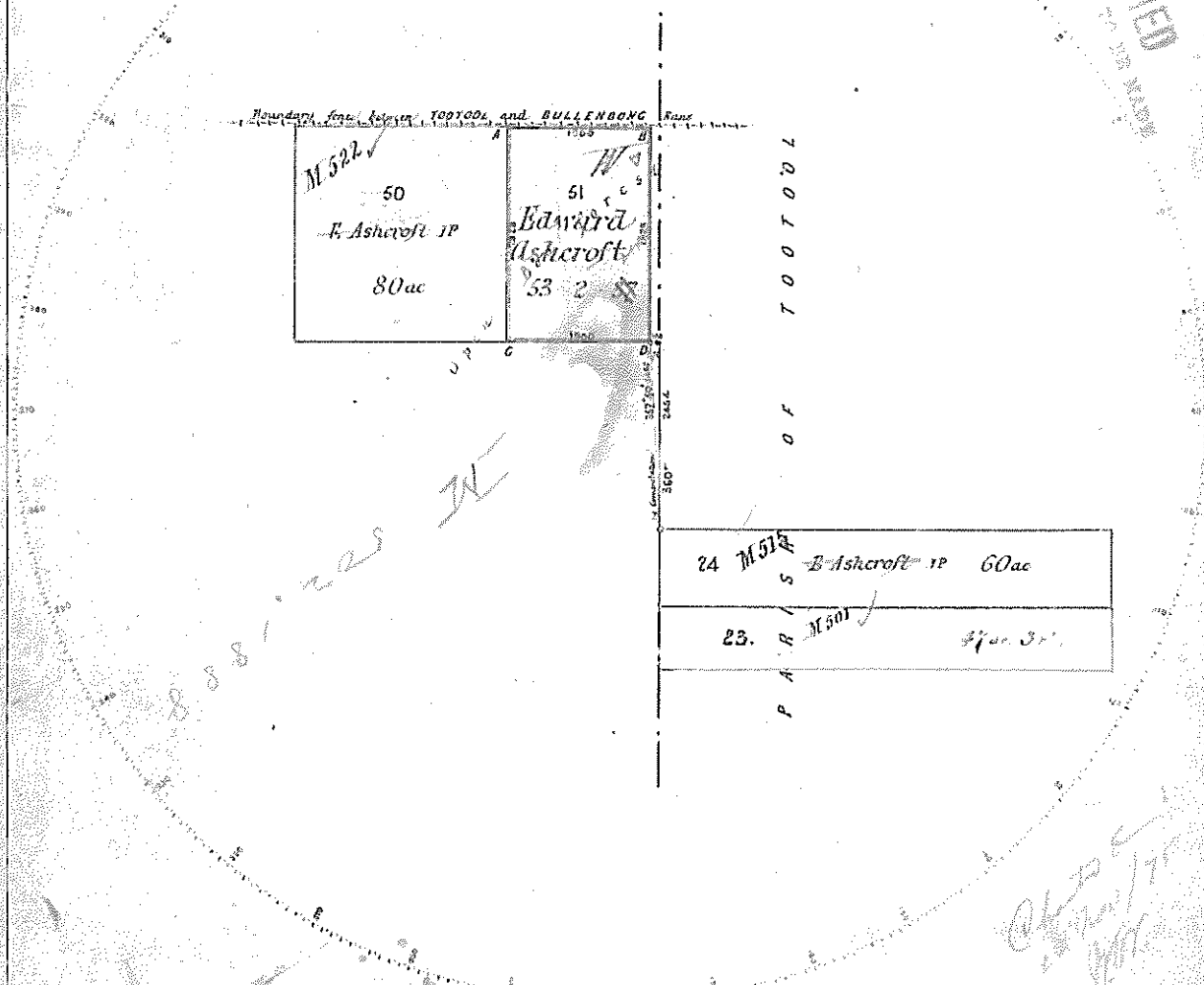
Applied for under the 23rd clause of the Crown Lands Alienation Act of 1861 by

Edward Ashcroft

in his personal application

Sale at Wagga Wagga in March 1876.
Country lot W Portion St.
Vide D^y 77-6634, above lot sold

PLAN MICROFILMED
ADDRESSES OF APPLICANTS TO THE LANDS DEPARTMENT



REFERENCE TO CORNERS

Corner	Bearing	From	Dist	Area
A	31° 15'	Doc	52	50 51
B	89°	Doc	72	51
C	122°	Doc	26	50 51
D	213° 30'	Doc	77	51

SCALE 20 CHAINS TO AN INCH

Marked in accordance with regulations

Instrument used in Survey - Theodolite

Date of Survey 30th August 1875

Value of Improvements Clearing Fine scrub £10

Situated in the Toddol Run

Plan accepted 24th Dec 1875

502 - 1888

Transmitted to the Surveyor General with my letter of the 16th October 1877

Wagga Wagga
District Surveyor

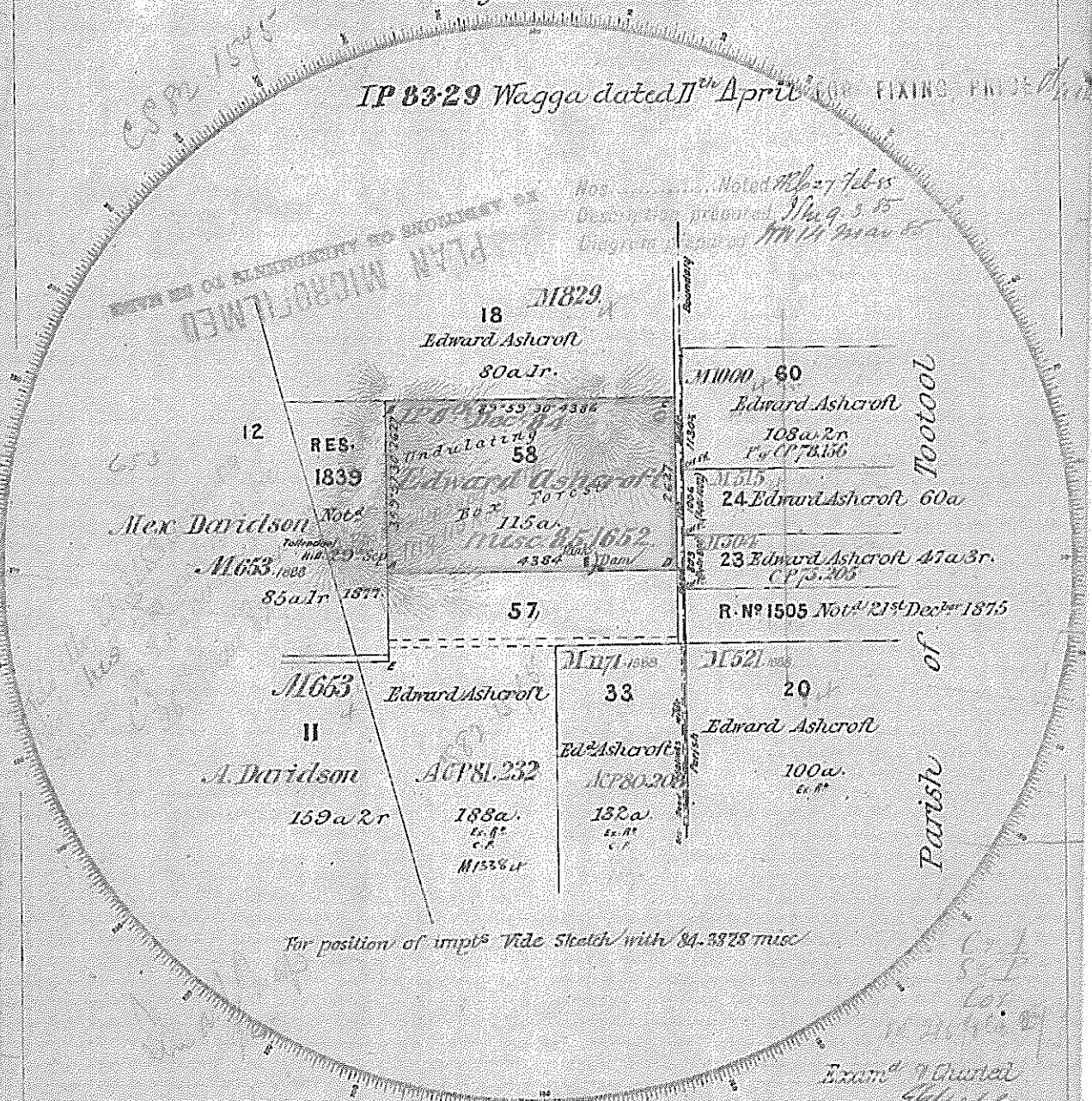
*32P
Comm 25.5.1875
75-29283*

82.3998

PLAN OF PORTION N^o 58
County of Mitchell Parish of Ashcroft

Applied for under the clause of the Crown Lands Alienation Act of 1877 by
Surveyed to meet demand

IP 8329 Wagga dated 11th April 1882



For position of impts vide sketch with 84-3328 misc

Reference to Corners

Corner	Bearing	From	Links	N ^o on Tron
A	84°30'	Box	104 1/2	57-58
B	326°30'	"	27 1/2	58 A
C	159°30'	"	37	18-58
D	258°20'	"	75	57-58

Reference to Traverse

Line	Bearing	Distance
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Thereby certify that I in person made and on the 3rd Feb^r 1882 completed the survey represented on the plan on which are shown the bearings & lengths of the lines measured by me, that I used a theodolite in accurate adjustment and a chain adapted to the standard of the Sydney Observatory, that I commenced the survey at the point A on this plan and used as the basis of bearings the lines AD-AE thereon, and that the whole of the survey has been executed in accordance with the practice of this Department and the regulations published for the guidance of Surveyors. I declare that the above certificate is true in every particular.

[Signature]
Licensed Surveyor

1339-1888

Value of Improvements Nil
Situatⁿ in the Tootool Run
Soil, red, sandy loam, no water supply

Scale 20 Chains to an Inch

Transmitted to the Registrar General with my letter of the 2nd March

N^o 8438

M1339 1880

1/5 29/12/83
 DEPARTMENT

PLAN

of 2 Portions of Land

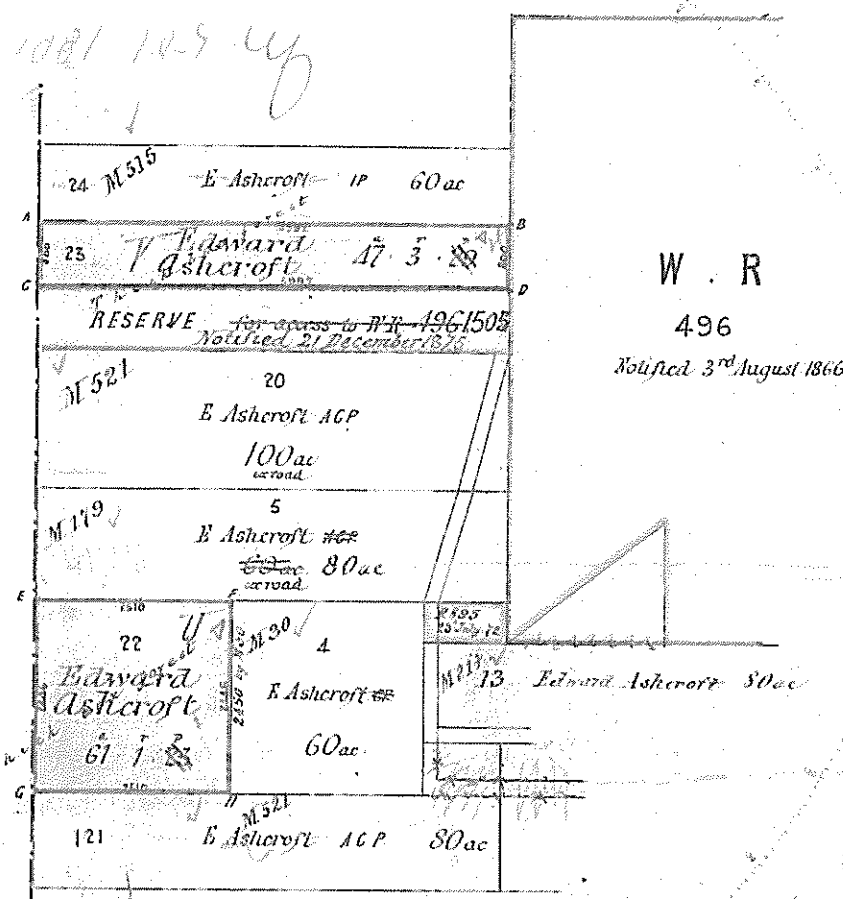
Parish of *Tootool*
 COUNTY OF MITCHELL

Wagga Wagga
 PLAN MICROFILMED
 NO ADDITIONS OR AMENDMENTS TO BE MADE

Applied for under the 23rd clause of the Crown Lands Statute Act of 1861 by

Edward Ashcroft
 on his personal application.

Sale at Wagga Wagga 29th March 1876.
Country lots V, V Portions 22, 23.
Vide Wⁿ 77-6634, above lots sold



REFERENCE TO CORNERS

Corner	Bearing	Dist	Ch.	St. No. 1/4
A	26°	Base	15	23 24
B	309° 30'	Base	46	23 24
C	161°	Base	107	23
D	112°	Base	38	23
E	164° 30'	Base	22	21 22
F	189° 45'	Base	21	21 4
G	75°	Base	28	21 22
H	175°	Base	17	22 4

SCALE 20 CHAINS TO AN INCH

Marked in accordance with regulation

Instrument used in Survey - Transit

Date of Survey 26th and 27th August 1875

Value of Improvements on 12th inst. 1875 28. on 23rd Aug 76

Situated in the Tootool Run

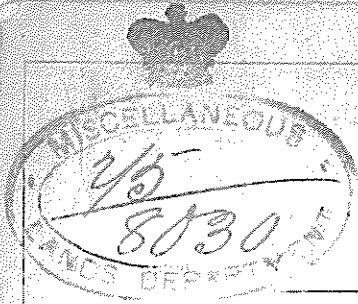
501-1888

Transmitted to the Surveyor-General with my title of the 16th October 1876

Man accepted
24th Dec 1875

501-1888

501-1888
 501-1888
 1875



PLAN

of 1 Portion of Land

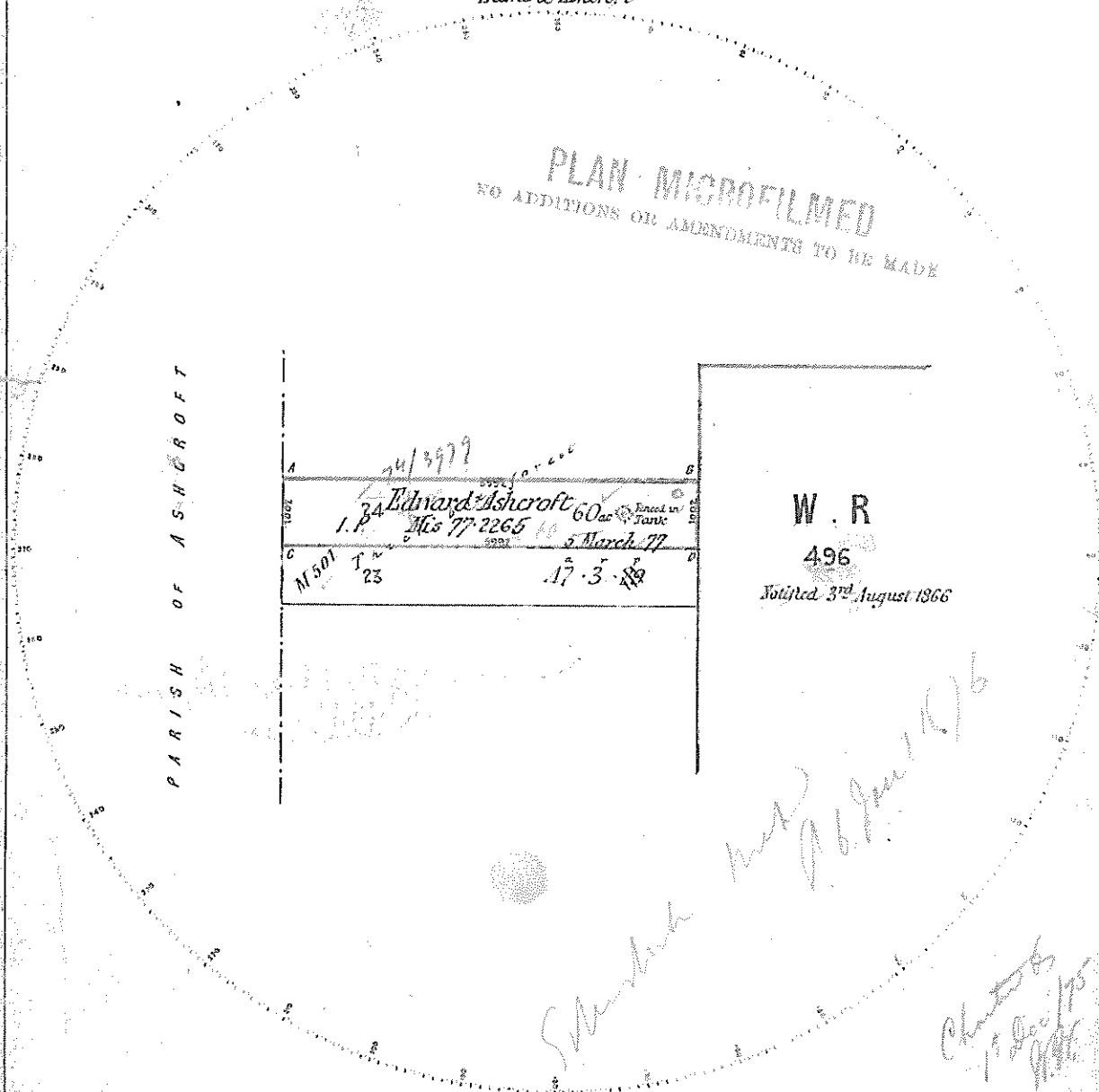
Parish of Tootool

COUNTY OF MITCHELL

Wagga Wagga

Applied for under the 3rd clause of the Crown Lands Alienation Act of 1861 by
Edward Ashcroft

PLAN MICROFILMED
NO ADDITIONS OR AMENDMENTS TO BE MADE



24/3977
Edward Ashcroft 60 ac
I.P. No 77-2265
5 March 77
M 501 T 23
17-3-88

W. R

496

Notified 3rd August 1866

Handwritten notes:
S. Ashcroft
1866
Charters
15 Dec 1875

REFERENCE TO CORNERS

Corner	Bearing	Dist	Dist	Dist
A	141°	Dist	15	24
B	500° 16'	Dist	75	24
C	96°	Dist	18	23 24
D	309° 30'	Dist	46	23 24

SCALE: 20 CHAINS TO AN INCH

Marked in accordance with regulations

Instrument used in Survey — Theodolite

Date of Survey 28th August 1875

Value of Improvements: (sink found in north 20
digging 27
clearing of oak timber and 223

Situated in the Tootool Run

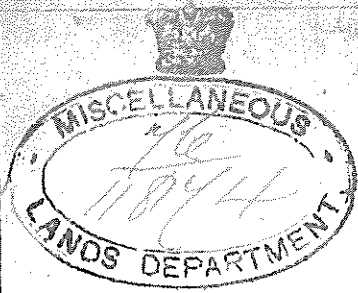
Plan accepted
21st Dec 1875

515-1888

Transmitted to the Surveyor-General with my letter of the 16th October No 1560

515-17575-1888

Handwritten signature:
M. Ashcroft
Land Surveyor



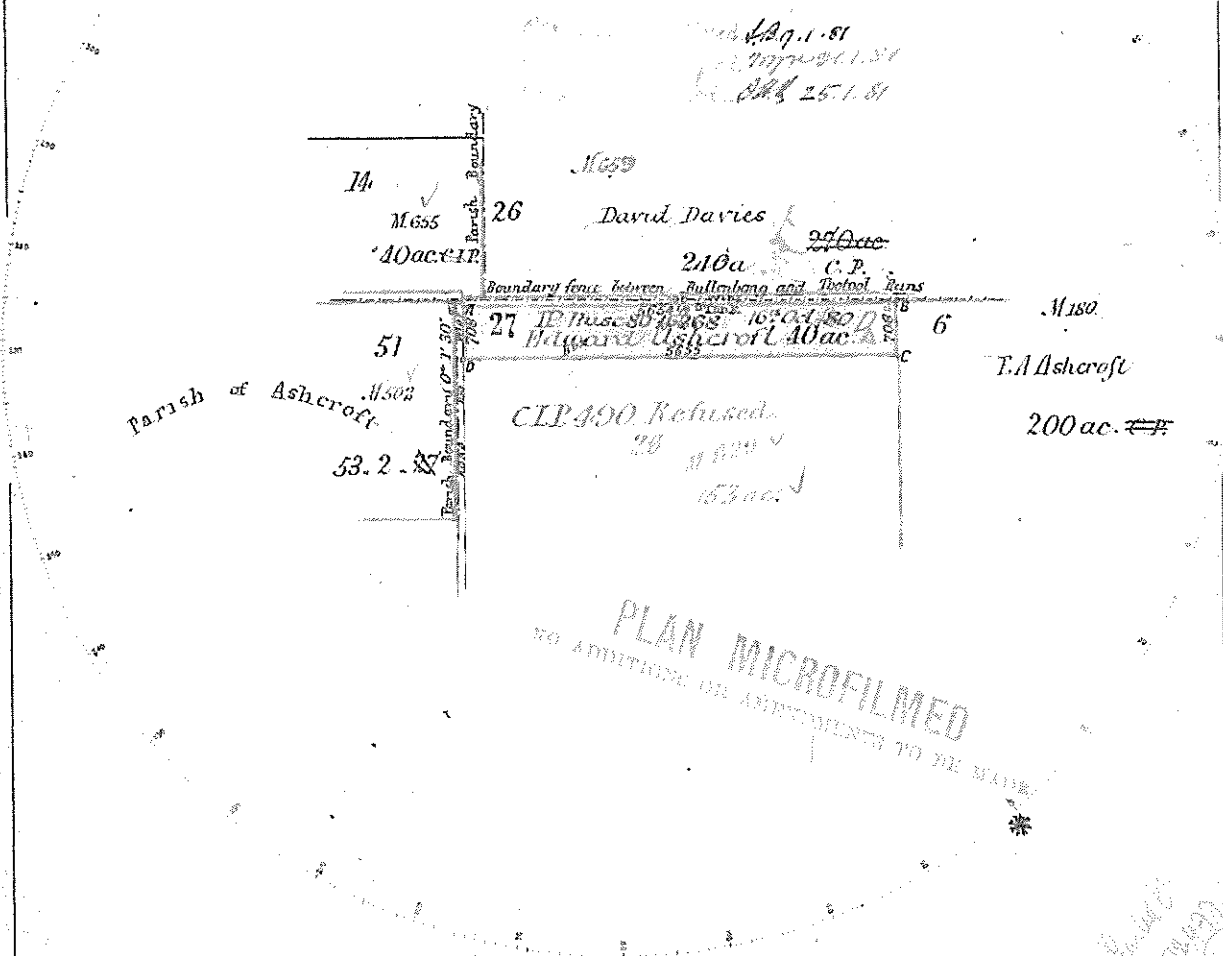
PLAN
of 1 portion of land
Parish of Tootool
COUNTY OF MITCHELL

Wagga Wagga

Applied for under the 21st clause of the Crown Lands Alienation Act of 1875 by
Edward Ashcroft

Sale at Wagga Wagga 12th June 1878
Country lot D Portion 27
vide M 1878 4703 above lot withdrawn from sale. (M 1878 22 27 28)
I.P. 77-3373 31st October 1877 FOR APPRAISEMENT

Review



PLAN MICROFILMED
TO ADDITIONS OR AMENDMENTS TO THE MAP

Reference to Corners

Corner	Bearing	Front	Links	Plan No.
A	241° 45'	Box	35	27
B	119° 45'	Box	64	6. 27
C	145° 45'	Box	16	27
D	182°	Box	44	27

Reference to Traverse

Line	Bearing	Distance

Scale 20 Chains to an Inch

Marked in accordance with regulations
Instrument used in Survey Theodolite
Date of Survey 21st August 1876
Value of Improvements Tank £25 Clearing £15
Situated in the Tootool Run
Magnetic Variation 8° 42' East

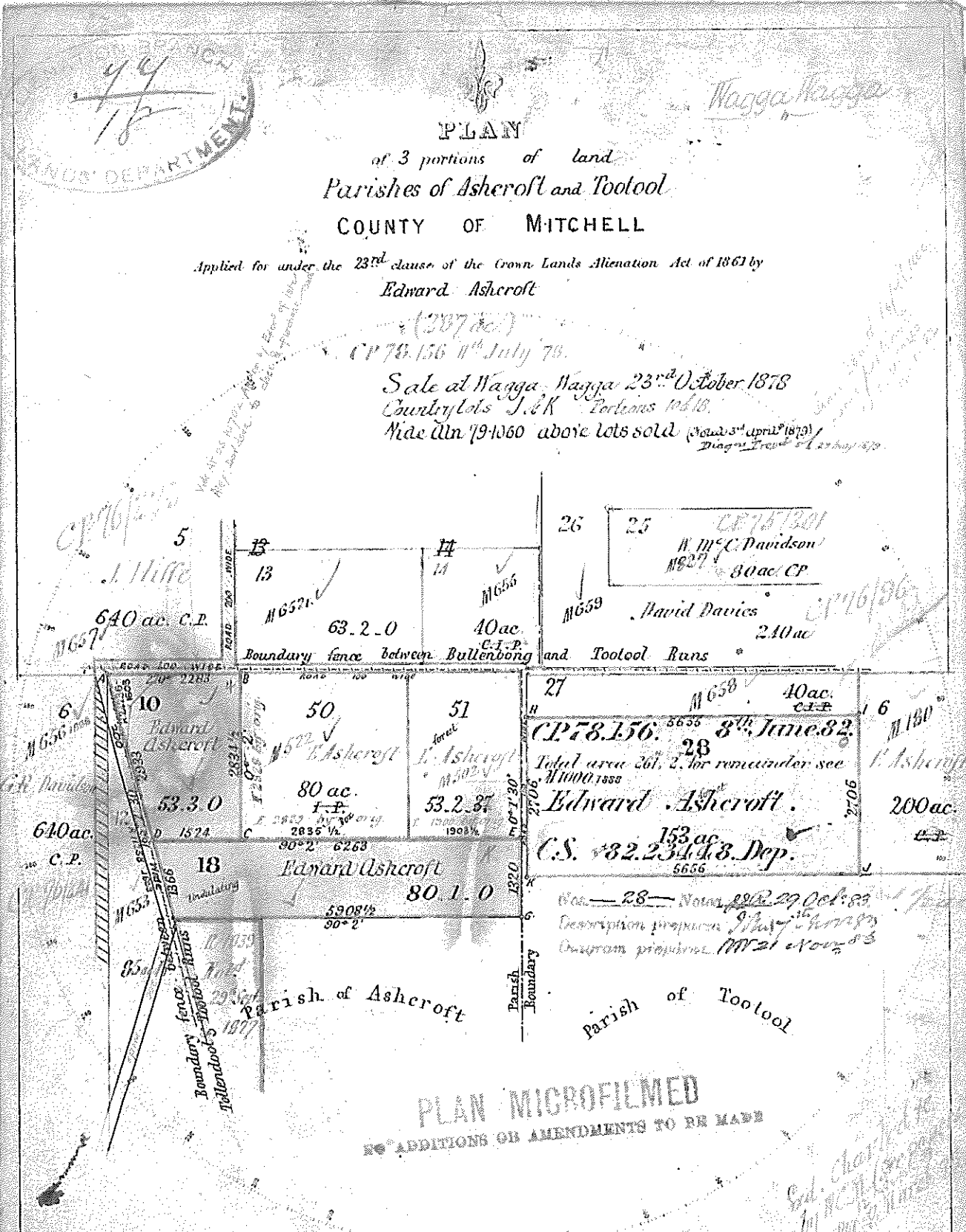
Plan accepted 1877
11/11/77
14/11/77

658-1888

Transmitted to the Surveyor-General with my letter of the 11th December 1877

11658-1888

T.A. Ashcroft
Licensed Surveyor



Reference to Corners

Corner	Bearing	From	Links	ft on Tree
A	24°	Box	23	10
B	50° 30'	Box	63	10 50
C	225° 30'	Box	52	10 50
D	141° 30'	Box	27 1/2	10 18
E	243° 30'	Box	77	18 51
F	76° 46'	Box	15	18
G	159° 30'	Box	37	18
H	78°	Box	41	27 28
I	145° 45'	Box	18	27 28
J	63°	Box	7 1/2	28
K	279° 30'	Box	100	28

Reference to Traverse

Line	Bearing	Distance

Scale 20 Chains to an Inch.

Marked in accordance with regulations
 Instrument used in Survey theodolite
 Date of Survey 25th and 30 August 1876

Value of Improvements nil
 Situated in the Bullenbong Run
 Magnetic Variation 8° 42' E


Transmitted to the Registrar-General with my letter of the 11th December 1875

829-1888

15 August 78

[Signature]
 Licensed Surveyor

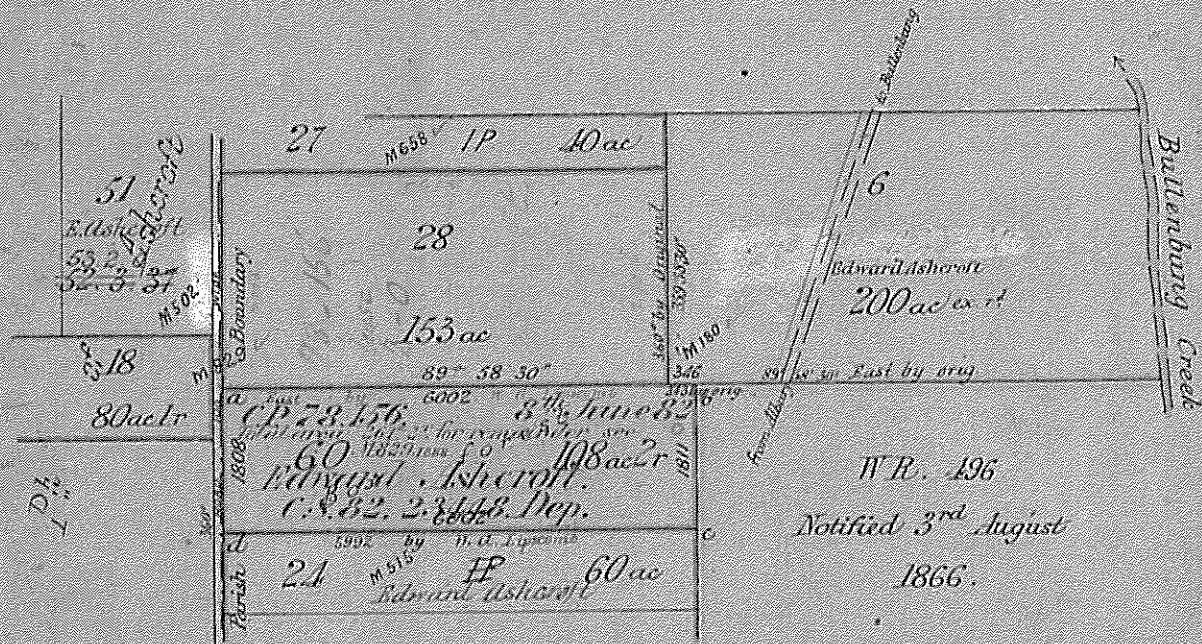
78
20080


PLAN
 of portion No 60
 Parish of Tootool
 County of Mitchell

Applied for under the 22nd clause of the Crown Lands Alienation Act of 1861 by
Edward Ashcroft

Part of C.P. 78-156 for 261 ac of July 1878

PLAN MICROFILMED
 BY THE NATIONAL ARCHIVES TO BRITAIN



W.R. 196
 Notified 3rd August
 1866.

The above plan was surveyed by
 J. H. 17th July 1878
 and is deposited in the
 Office of the Registrar-General
 at Sydney on the 17th of August 1878

Reference to Corners

Corner	Bearing	Dist.	Dist.	Dist. True
a	279° 30'	Box	100	28.60
b	162° 30'	Box	7	60
c	300° 15'	Box	95	24.60
d	141°	Box	13	24.60

Reference to Traverses

Traverse	Bearing	Distance
1	107° 10'	Box 8 1/2 x 8 1/2

Scale 20 Chains to an Inch

Marked in accordance with regulations
 Instrument used in Survey Transit
 Date of Survey 16th July 1878
 Value of Improvements Ringbarking £7.
 Situated in the Tootool Run

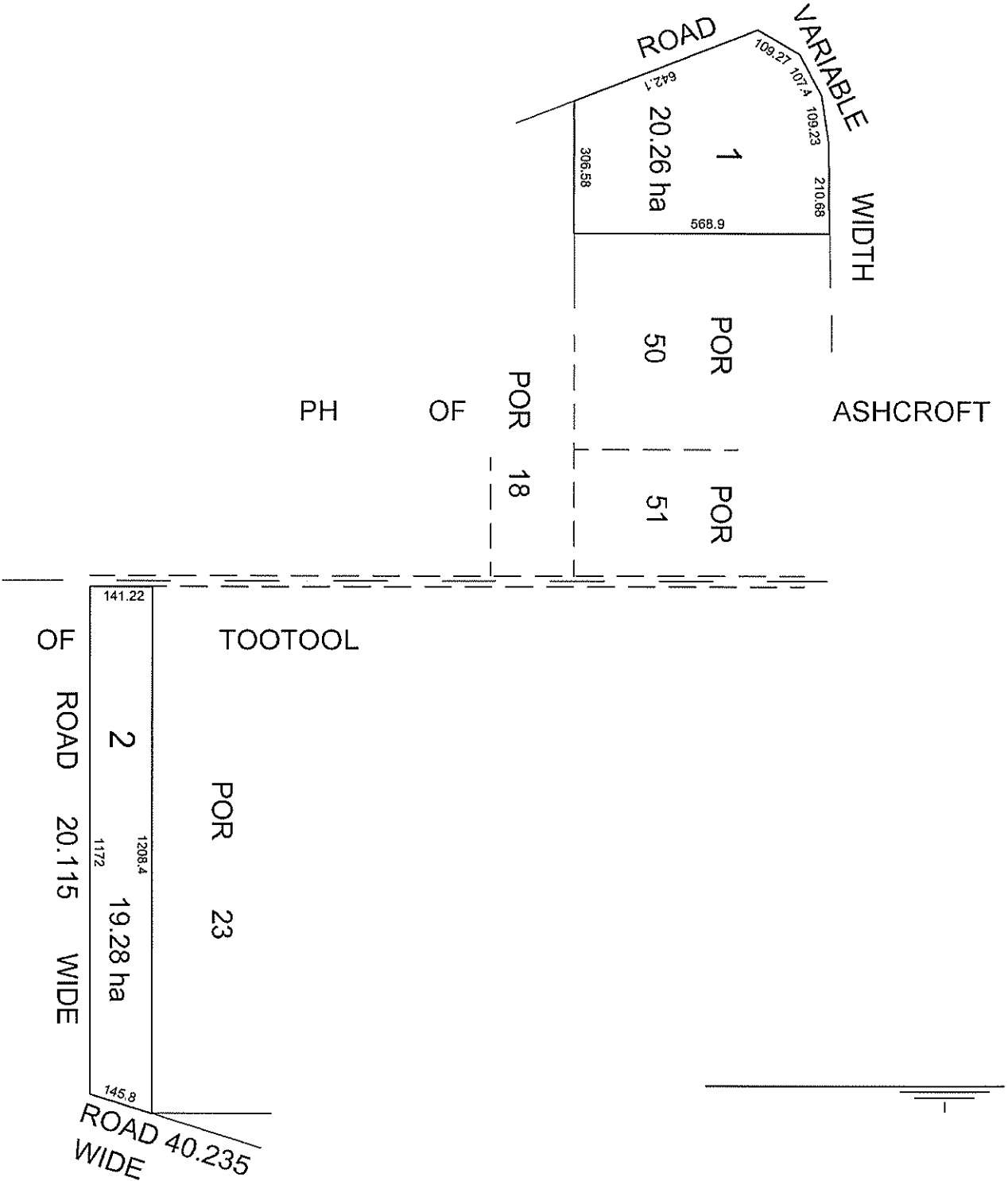
1000-1888

Transmitted to the Registrar-General with six copies of the 12th August '78

Plan accepted
 7 March 79

17/1000-1888

W. L. L. L.
 17/1000-1888



DP 1093292

Registered : 31.01.2006

Title System : TORRENS

Purpose : DEPARTMENTAL

Ref. Map : PARISHES

Last Plan : _____

PLAN OF PT. POR. 10 PARISH OF
 ASHCROFT & PT. POR. 126
 PARISH OF TOOTOOL
 COMPRISED IN VOL. 13672
 FOL. 129

Lengths are in metres. Reduction Ratio - NTS
 LPI Ref. : TCB 36938

L.G.A.: LOCKHART
 LOCALITY: MILBRULONG
 PARISH: ASHCROFT (2)
 TOOTOOL (32)
 COUNTY: MITCHELL

LOT	PRIOR IDENTITY
1	PT. POR. 10
2	PT. POR. 126

THIS PLAN HAS BEEN PREPARED TO PROVIDE AN UNIQUE IDENTITY FOR THE LAND IN THE CERTIFICATE OF TITLE REFERRED TO ABOVE.
 IT IS NOT A CURRENT PLAN IN THE TERMS OF TA OF THE CONVEYANCING ACT, 1919.



FOLIO: 4/1228732

SEARCH DATE	TIME	EDITION NO	DATE
19/10/2020	9:48 AM	1	12/10/2017

LAND

LOT 4 IN DEPOSITED PLAN 1228732
AT MILBRULONG & TOOTOOL
LOCAL GOVERNMENT AREA LOCKHART
PARISH OF ASHCROFT COUNTY OF MITCHELL
PARISH OF TOOTOOL COUNTY OF MITCHELL
TITLE DIAGRAM DP1228732

FIRST SCHEDULE

RICHARD DONALD SIMPSON (TX AM794313)

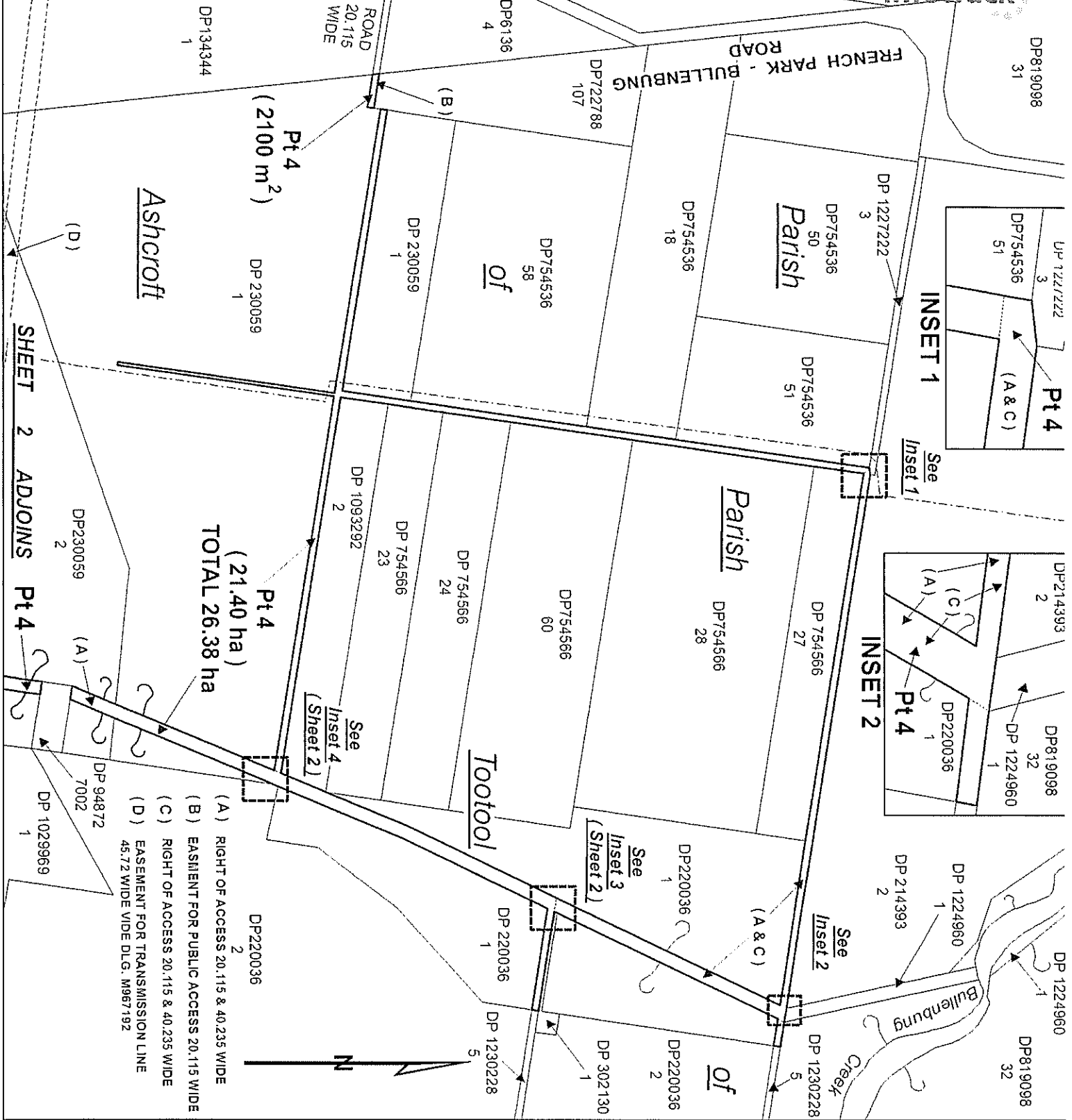
SECOND SCHEDULE (6 NOTIFICATIONS)

- 1 LIMITED TITLE. LIMITATION PURSUANT TO SECTION 28T(4) OF THE REAL PROPERTY ACT, 1900. THE BOUNDARIES OF THE LAND COMPRISED HEREIN HAVE NOT BEEN INVESTIGATED BY THE REGISTRAR GENERAL.
- 2 LAND EXCLUDES MINERALS (S.171 CROWN LANDS ACT 1989)
- 3 NOTIFICATION IN GOVERNMENT GAZETTE DATED 30 MARCH 1973 FOL 1106 EASEMENT FOR TRANSMISSION LINE 45.72 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 DP1228732 RIGHT OF ACCESS 20.115 & 40.235 METRE(S) WIDE REFERRED TO AND NUMBERED (1) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 DP1228732 EASEMENT FOR PUBLIC ACCESS 20.115 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 DP1228732 RIGHT OF ACCESS 20.115 & 40.235 METRE(S) WIDE REFERRED TO AND NUMBERED (3) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



- (A) RIGHT OF ACCESS 20.115 & 40.235 WIDE
- (B) EASEMENT FOR PUBLIC ACCESS 20.115 WIDE
- (C) RIGHT OF ACCESS 20.115 & 40.235 WIDE
- (D) EASEMENT FOR TRANSMISSION LINE 45.72 WIDE DLG. M967192

Registered :	05.07.2017
The System :	CROWN LAND
Purpose :	ROAD CLOSURE AND FIRST TITLE CREATION
PLAN OF FIRST TITLE CREATION FOR ROAD CLOSING UNDER THE ROADS ACT, 1993	
Lengths are in metres. Reduction Ratio - NTS	
Sheet 1 of 2 sheets	
L.G.A. :	LOCKHART
LOCALITY :	MILBRULONG & TOOTOOL
PARISH :	ASHCROFT & TOOTOOL
COUNTY :	MITCHELL
CROWN LANDS NSW APPROVAL	
File :	W385818
This plan is exempt from Subdivision Certificate under Section 236 (b) of the Conveyancing ACT, 1919	
IT IS INTENDED TO CLOSE THE ROAD SHOWN AS LOT 4	
PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT, 1919 AS AMENDED, IT IS INTENDED TO CREATE :	
1. RIGHT OF ACCESS 20.115 & 40.235 WIDE (A)	
2. EASEMENT FOR PUBLIC ACCESS 20.115 WIDE (B)	
3. RIGHT OF ACCESS 20.115 & 40.235 WIDE (C)	
Full dimensions and/or areas may not be available for all lots. Any division of the lands herein may necessitate the lodgment of a plan of survey.	

DP1228732

SHEET 1 ADJOINS

Parish

Pt 4
(1.725 ha)

DP 94872
7002

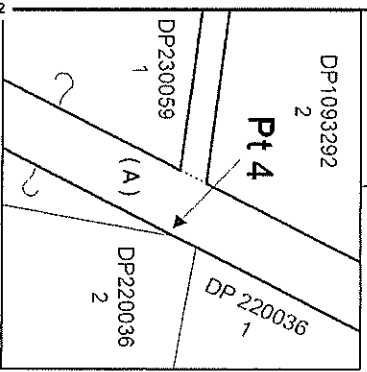
DP 1029969
1
DP 1230228
5
(E)

Parish

- (A) RIGHT OF ACCESS 20.115 & 40.235 WIDE
- (C) RIGHT OF ACCESS 20.115 & 40.235 WIDE
- (D) EASEMENT FOR TRANSMISSION LINE 45.72 WIDE
WIDE DLG. M967192
- (E) EASEMENT FOR TRANSMISSION LINE 45.72 WIDE
WIDE DLG. N377900
- (F) EASEMENT FOR TRANSMISSION LINE 45.72 WIDE
RESUMED BY NOTICE IN GOVT. GAZ. DATED 30 MARCH,
1973 FOLIO 1106

Tootool

DP 230059
2

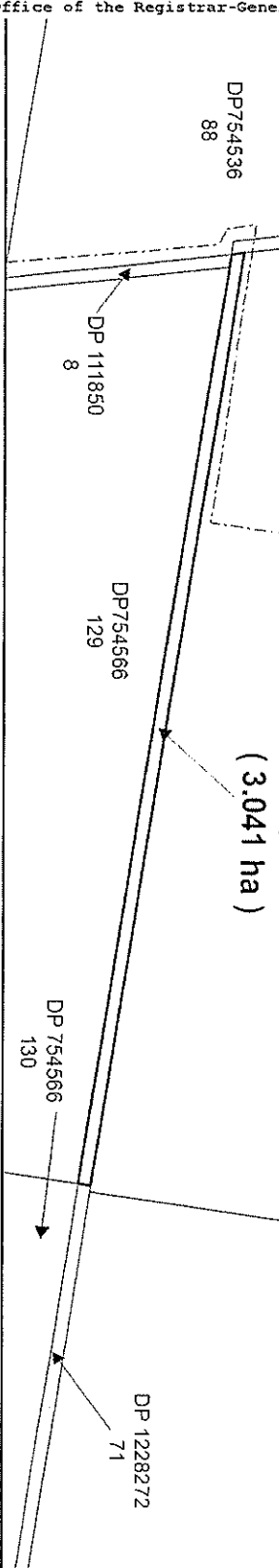
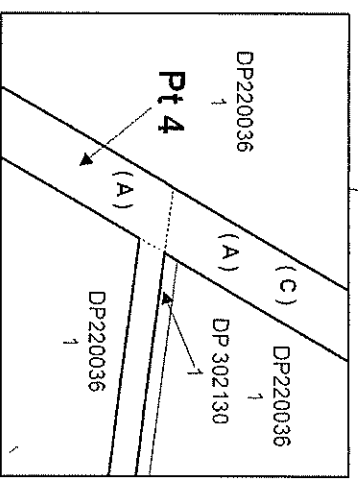


Ashcroft



Pt 4
(3.041 ha)

INSET 3



DP1228732

Registered :  05.07.2017

Sheet 2 of 2 sheets

Lengths are in metres. Reduction Ratio - NTS

Full dimensions and/or areas may not be available for all lots. Any division of the lands herein may necessitate the lodgment of a plan of survey.

CERTIFICATES, SIGNATURES AND SEALS

Sheet 1 of 1

PLAN OF FIRST TITLE CREATION AND ROAD CLOSING UNDER THE ROADS ACT, 1993

DP1228732

Registered:  05.07.2017

* OFFICE USE ONLY

Surveying Regulation, 2012

SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads or to create public reserves and drainage reserves.

I,
 of
 a surveyor registered under the *Surveying Act, 2002*, certify that the survey represented in this plan is accurate, has been made in accordance with the *Surveying Regulation, 2001* and was completed on:

The survey relates to

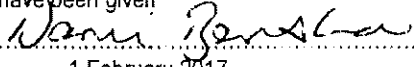
(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature Dated:
Surveyor registered under the *Surveying Act, 2002*

Datum Line:
 Type: Urban/Rural

Crown Lands NSW/Western Lands Office Approval

I, Daniel Bertholli, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.

Signature: 
 Date: 1 February 2017
 Application Number: W385818
 File Number: 12/00138
 Office: Newcastle Business Centre

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

the proposed set out herein
 (insert 'subdivision' or 'new road')

* Authorised Person/General Manager/Accredited Certifier

Consent Authority:
 Date of Endorsement:
 Accreditation no:
 Subdivision Certificate no:
 File no:

* Delete whichever is inapplicable.

Use PLAN FORM 6A for additional certificates, signatures and seals

SURVEYOR'S REFERENCE:

ePlan

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 1 of 3 sheets)

Plan: **DP1228732**

Plan of First Title Creation and Road Closing under the *Roads Act 1993*

Full name and address of the owner of the land: THE STATE OF NEW SOUTH WALES

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and firstly referred to in the plan	Burdened lots(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Right of Access 20.115 & 40.235 wide (A)	Lot 4	Lot 7002 DP94872 AND The State of New South Wales (by the Minister administering the <i>Crown Lands Act 1989</i>)
2	Easement for Public Access 20.115 wide (B)	Lot 4	Lot 107 DP722788. The Minister administering the <i>Crown Lands Act 1989</i> on behalf of the State of New South Wales.
3	Right of Access 20.115 & 40.235 wide (C)	Lot 4	Lot 1 DP302130

ePlan

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet **2** of **3** sheets)

Plan: **DP1228732**

Plan of First Title Creation and Road
Closing under the *Roads Act 1993*

Full name and address of the owner of the land: THE STATE OF NEW SOUTH WALES

Part 2 (Terms)

1. TERMS OF RIGHT OF ACCESS NUMBERED 1 IN THE PLAN

- 1.1 Name of person or authority empowered to release, vary or modify the easement, profit à prendre, restriction or positive covenant numbered 1 in the plan:
- 1.1.1 Delegated authority from the Minister administering the *Crown Lands Act 1989*.

2. TERMS OF EASEMENT FOR PUBLIC ACCESS NUMBERED 2 IN THE PLAN

- 2.1 Full and free right for every person to go, pass and re-pass at all times and for all purposes with or without animals or vehicles or both, to and from the said lot benefited or any such part thereof or any extant Permanent Survey Mark within the said lot benefited.
- 2.2 Name of person or authority empowered to release, vary or modify the easement, profit à prendre, restriction or positive covenant numbered 2 in the plan:
- 2.2.1 Delegated authority from the Minister administering the *Crown Lands Act 1989*.
- AND
- 2.2.2 Delegated authority from the Surveyor General of New South Wales.

ePlan

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

(Sheet 3 of 3 sheets)

Plan: DP1228732

Plan of First Title Creation and Road Closing under the Roads Act 1993

Full name and address of the owner of the land:

THE STATE OF NEW SOUTH WALES

SIGNED BY

Daniel Bertholli

(print name)

)
)
)
)
)
)
)
)
)
)
)
)

Daniel Bertholli

(signature of delegated officer)

By delegation pursuant to section 180 of the Crown Lands Act 1989 and with authority under section 13L of the Real Property Act 1900 from the Minister administering the Crown Lands Act 1989 on behalf of the Registered Proprietor being The State Of New South Wales in the presence of:

Emma Robinson

(signature of witness)

Emma Robinson

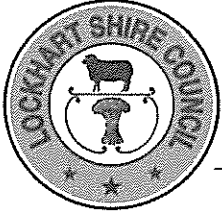
(name & address of witness)

c/- 437 Hunter Street
NEWCASTLE NSW 2300

REGISTERED



05.07.2017



Lockhart Shire Council

Sec 10.7 (cf previous s 149) PLANNING CERTIFICATE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT. 1979

APPLICANT'S NAME AND ADDRESS	REF:MP:CD	SC99 – 20/2977
InfoTrack GPO Box 4029 SYDNEY NSW 2001 <i>Email: ecertificates@infotrack.com.au</i>	Certificate No: RU1 PP Fees: Receipt No: Date: Applicant's reference:	40/21 \$53.00 19740 19/10/2020 - 4.02.2021 200112

DESCRIPTION OF LAND							
House Name & No.:	582			Street:	FRENCH PARK BULLENBUNG ROAD		
Locality/Town:	MILBRULONG NSW 2656			Council Assessment No:	00007-21000000-000		
Lot:	1 & 2	Sec.		DP:	230059	Parish:	TOOTOOL
Lot:	1			DP:	1093292	Parish:	TOOTOOL
Lot:	50 & 51			DP:	754536	Parish:	TOOTOOL
Lot:	PT28			DP:	754566	Parish:	TOOTOOL
Lot:	1			DP:	220036	Parish:	TOOTOOL
Lot:	18			DP:	754536	Parish:	TOOTOOL
Lot:	58			DP:	754536	Parish:	TOOTOOL
Lot:	23 & 24			DP:	754566	Parish:	TOOTOOL
Lot:	PT60			DP:	754566	Parish:	TOOTOOL
Lot:	PT27			DP:	754566	Parish:	TOOTOOL
Lot:	2			DP:	1093292	Parish:	TOOTOOL
Lot:	4			DP:	1228732	Parish:	TOOTOOL

<p>1 Names of relevant planning instruments and DCPs</p> <p>(1) The name of each environmental planning instrument that applies to the carrying out of development on the land.</p> <p>(2) The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.</p> <p>(3) The name of each development control plan that applies to the carrying out of development on the land.</p> <p>(4) In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.</p>	<p>REPLY</p> <p>(1) Lockhart Local Environmental Plan, 2012. See also Annexure A.</p> <p>(2) N/A</p> <p>(3) Lockhart Shire Development Control Plan 2016</p>
<p>2 Zoning and land use under relevant LEPs</p> <p>For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described):</p>	

CERTIFICATE UNDER SECTION 10.7 (continued)	Certificate No: 40/21 2 of 7 REPLY
<p>a) the identity of the zone, whether by reference to a name (such as "Residential Zone" or "Heritage Area") or by reference to a number (such as "Zone No 2(a)"),</p> <p>b) the purposes for which the instrument provides that development may be carried out within the zone without the need for development consent,</p> <p>c) the purposes for which the instrument provides that development may not be carried out within the zone except with development consent,</p> <p>d) the purposes for which the instrument provides that development is prohibited within the zone,</p> <p>e) whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed,</p> <p>f) whether the land includes or comprises critical habitat,</p> <p>g) whether the land is in a conservation area (however described),</p> <p>h) whether an item of environmental heritage (however described) is situated on the land.</p>	<p>a) Zone No. RU1 PRIMARY PRODUCTION.</p> <p>b), c) Please refer to the attached Annexure "B" with respect to the zone identified in a) above.</p> <p>d) Please refer to the attached Annexure "B" with respect to the zone identified in a) above.</p> <p>e) In general, 250 hectares. Interested persons should however, consult the Lockhart Local Environmental Plan, 2012 for comprehensive details.</p> <p>f) } The Lockhart Local Environmental Plan 2012 does g) } not list areas of critical habitat. Please refer also to below.</p> <p>h) Land not affected.</p>
<p>2A Zoning and land use under State Environmental Policy (Sydney Region Growth Centres) 2006</p> <p>N/A</p>	<p>N/A</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 <u>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</u>.</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>Complying development may be carried out on this land.</p>
<p>4 Coastal protection</p> <p>N/A</p>	<p>N/A</p>
<p>5 Mine subsidence</p> <p>Whether or not the land is proclaimed to be a mine subsidence district within the meaning of the <i>Coal Mine Subsidence Compensation Act 2017</i>.</p>	<p>Land not affected.</p>
<p>6 Road widening and road realignment</p> <p>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 <u>Roads Act 1993</u>, or</p> <p>b) any environmental planning instrument, or</p> <p>c) any resolution of the council.</p>	<p>a) Land not affected</p> <p>b) Land not affected</p> <p>c) Land not affected</p>

CERTIFICATE UNDER SECTION 10.7 (continued)	Certificate No: 40/21 3 of 7 REPLY
<p>7 Council and other public authority policies on hazard risk restrictions</p> <p>Whether or not the land is affected by a policy:</p> <p>a) adopted by the council, or</p> <p>b) 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, subsidence, acid sulphate soils or any other risk (other than flooding).</p>	<p>Please refer to Item 11 regarding bushfire hazard risk.</p>
<p>7A Flood related development controls information</p> <p>(1) Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purpose of group homes or seniors housing) is subject to flood related development controls.</p> <p>(2) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.</p> <p>(3) Words and expressions in this clause have the same meanings as in the instrument set out in the Schedule to the <i>Standard Instrument (Local Environmental Plans) Order 2006</i>.</p>	<p>(1) Land not affected.</p> <p>(2) Land not affected.</p> <p>(3) Council cannot guarantee that land will not be affected by flooding or overland water flows.</p>
<p>8 Land reserved for acquisition</p> <p>Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 27 of the Act.</p>	<p>Land not affected.</p>
<p>9 Contributions plans</p> <p>The name of each contributions plan applying to the land.</p>	<p>Lockhart Shire Council Section 7.12 Developer Contributions Plan, 2015.</p>
<p>9A Biodiversity certified land</p> <p>If the land is biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016, a statement to that effect.</p> <p>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 <i>Biodiversity Conservation Act 2016</i>.</p>	<p>Land not affected.</p>
<p>10 Biodiversity stewardship sites</p> <p>If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the <i>Biodiversity Conservation Act 2016</i>, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage).</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>Land not affected.</p>

CERTIFICATE UNDER SECTION 10.7 (continued)	Certificate No: 40/21 4 of 7 REPLY
<p>10A Native vegetation clearing set asides</p> <p>If the land contains a set aside area under section 60ZC of the <i>Local Land Services Act 2013</i>, a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section)</p>	Council has not been notified of such existence.
<p>11 Bush fire prone land</p> <p>If any of the land is bush fire prone land (as defined in the Act), a statement that all or, as the case may be, some of the land is bush fire prone land.</p> <p>If none of the land is bush fire prone land, a statement to that effect.</p> <p>DISCLAIMER: This information is provided by a source external of Council. Interested persons should verify this information directly with the NSW Rural Fire Service before proceeding.</p>	None of the land described in this certificate is bush fire prone land in accordance with the Environmental Planning and Assessment Act, 1979.
<p>12 Property Vegetation Plans</p> <p>If 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>DISCLAIMER: This information is provided by a source external of Council. Interested persons should verify this information directly with the Riverina Local Land Services before proceeding.</p>	Land not affected
<p>13 Orders Under <u>Trees (Dispute Between Neighbours) Act 2006</u></p> <p>Whether an order has been made under the <i>Trees (Disputes Between Neighbours) Act 2006</i> to carry out work in relation to a tree on the land (but only if the council has been notified of the order).</p> <p>DISCLAIMER: This information is provided by a source external of Council. Interested persons should verify this information directly with the Registrar, the Land and Environment Court before proceeding.</p>	Land not affected.
<p>14 Directions under Part 3A</p> <p>If there is a direction by the Minister in force under section 75P (2)(c1) of the 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 the Act does not have effect, a statement to that effect identifying the provision that does not have effect.</p>	Land not affected.
<p>15 Site compatibility certificates and conditions for seniors housing</p> <p>If the land is land to which <i>State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004</i> applies:</p> <p>a) a statement of whether there is a current site compatibility certificate (seniors 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> <ol style="list-style-type: none"> i) the period for which the certificate is current, and ii) that a copy may be obtained from the head office of the Department, and <p>b) a statement setting out any terms of a kind referred to in clause 18(2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.</p>	<p>Land not affected.</p> <p>Land not affected.</p>

CERTIFICATE UNDER SECTION 10.7 (continued)	Certificate No: 40/21 5 of 7 REPLY
<p>16 Site compatibility certificates for infrastructure</p> <p>A statement of whether there is a valid site compatibility certificate (of which the Council is aware), issued under clause 19 of <i>State Environmental Planning Policy (Infrastructure) 2007</i> in respect of proposed development on the land and, if there is a certificate, the statement is to include:</p> <ul style="list-style-type: none"> a) the period for which the certificate is valid, and b) that a copy may be obtained from the head office of the Department of Planning. 	<p>Land not affected.</p>
<p>17 Site compatibility certificates and conditions for affordable rental housing</p> <ul style="list-style-type: none"> (1) A statement of 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: <ul style="list-style-type: none"> a) the period for which the certificate is current, and, b) that a copy may be obtained from the head office of the Department. (2) A statement setting out any terms of a kind referred to in clause 17(1) of 38(1) of <i>State Environmental Planning Policy (Affordable Rental Housing) 2009</i> that have been imposed as a condition of consent to a development application in respect of the land. 	<ul style="list-style-type: none"> (1) Land not affected. (2) Land not affected.
<p>18 Paper subdivision information</p> <ul style="list-style-type: none"> (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>Paper subdivisions are not known to exist in the Lockhart Local Government Area.</p>
<p>19 Site verification certificates</p> <p>A statement of 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> <ul style="list-style-type: none"> (a) the matter certified by the certificate, and <p>NOTE: A site verification certificate sets out the Director-General'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>.</p> <ul style="list-style-type: none"> (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>a), b), c) Council has not been notified of any such matters.</p>
<p>20 Loose-fill asbestos insulation</p> <p>If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act 1989) that are listed on the register that is required to be maintained under that Division, a statement to that effect.</p>	<p>Council has not been made aware of any such premises.</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>(2) A statement of:</p> <p style="margin-left: 20px;">(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 style="margin-left: 20px;">(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:</p> <p style="margin-left: 20px;">affected building notice has the same meaning as in Part 4 of the <i>Building Products (Safety) Act 2017</i>.</p> <p style="margin-left: 20px;">building product rectification order has the same meaning as in the <i>Building Products (Safety) Act 2017</i>.</p>	<p>Land not affected.</p>
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<p>NOTE: The following matters are prescribed by section 59 (2) of the <i>Contaminated Land Management Act 1997</i> as additional matters to be specified in a planning certificate:</p> <p>(a) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act—if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,</p> <p>(b) that the land to which the certificate relates is subject to a management order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued,</p> <p>(c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act—if it is the subject of such an approved proposal at the date when the certificate is issued,</p> <p>(d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued,</p> <p>(e) that the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act—if a copy of such a statement has been provided at any time to the local authority issuing the certificate.</p>	<p>Council maintains a records register of land which may be considered contaminated based on information obtained from local sources. Council records do not have sufficient information about the previous use of this land to determine whether the land is contaminated. Consideration and application of provisions under Local and State legislation on contaminated lands is warranted.</p>
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NOTE: The above information has been taken from the Council's records but Council cannot accept responsibility for any omission or inaccuracy.

Date: 26 October 2020



Michael Peisley
Manager Planning & Building Services

Zone RU1 Primary Production - Annexure "A"

State Environmental Planning Policy No. 33 *"Hazardous and Offensive Development* to amend the definitions of hazardous and offensive development where used in environmental planning instruments."

State Environmental Planning Policy No. 44 *"Koala Habitat Protection* to encourage the proper conservation and management of areas of natural vegetation that provide habitat for koalas to ensure a permanent tree living population."

State Environmental Planning Policy No. 55 *"Remediation of Land* aims to promote the remediation of contaminated land for the purpose of reducing the risk of harm to human health or any other aspect of the environment. The policy applies to the whole state, to ensure that remediation is permissible development and is always carried out to a high standard. It specifies when consent is required for remediation and lists considerations that are relevant when rezoning land and determining development applications."

State Environmental Planning Policy No. 64 *"Advertising and Signage* aims to improve the amenity of urban and natural settings by managing the impact of outdoor advertising.

Building Sustainability Index (BASIX) 2004. This State Environmental Planning Policy operates in conjunction with Environmental Planning and Assessment Amendment (Building Sustainability Index - BASIX) Regulation 2004 to ensure the effective introduction of BASIX in New South Wales by overriding competing provisions in other environmental planning instruments and development control plans and specifying that State Environmental Planning Policy No.1 does not apply in relation to any development standard arising under BASIX.

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 - This policy aims to provide streamlined assessment processes for development that complies with specific development standards.

State Environmental Planning Policy (Infrastructure) 2007 - The aim of this Policy is to facilitate the effective delivery of infrastructure across the State.

State Environmental Planning Policy (State and Regional Development) 2011 - This policy aims to provide for State significant development.

Zone RU1 Primary Production - Annexure "B"

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

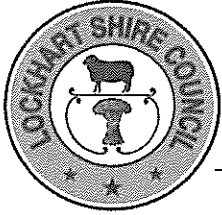
Extensive agriculture; Forestry; Home occupations.

3 Permitted with consent

Airstrips; Animal boarding or training establishments; Bed and breakfast accommodation; Boat launching ramps; Boat sheds; Building identification signs; Business identification signs; Camping grounds; Cemeteries; Community facilities; Correctional centres; Crematoria; Depots; Dual occupancies (attached); Dwelling houses; Eco-tourist facilities; Educational establishments; Environmental facilities; Environmental protection works; Extractive industries; Farm buildings; Farm stay accommodation; Freight transport facilities; Heavy industrial storage establishments; heavy industries; Helipads; Home-based child care; Home businesses; Home industries; Home occupations (sex services); Industrial training facilities; Information and education facilities; Intensive livestock agriculture; Intensive plant agriculture; Landscaping material supplies; Open cut mining; Plant nurseries; Recreation areas; Recreation facilities (major); Recreation facilities (outdoor); Roads; Roadside stalls; Rural industries; Rural supplies; Rural workers' dwellings; Secondary dwellings; Storage premises; Timber yards; Truck depots; Veterinary hospitals.

4 Prohibited

Any development not specified in item 2 or 3.



Lockhart Shire Council

Sec 10.7 (cf previous s 149) PLANNING CERTIFICATE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT. 1979

APPLICANT'S NAME AND ADDRESS	REF:MP:BR:CD	SC99 – 21/610
InfoTrack GPO Box 4029 SYDNEY NSW 2001 <i>Email: ecertificates@infotrack.com.au</i>	Certificate No: RU1 PP Fees: Receipt No: Date: Applicant's reference:	84/21 \$53.00 20196 13/1/2021 200112

DESCRIPTION OF LAND							
House Name & No.:	772			Street:	FRENCH PARK BULLENBONG ROAD		
Locality/Town:	MILBRULONG NSW 2656			Council Assessment No:	00042-00000000-000		
Lot:	2	Sec.		DP:	230059	Parish:	ASHCROFT

<p>1 Names of relevant planning instruments and DCPs</p> <p>(1) The name of each environmental planning instrument that applies to the carrying out of development on the land.</p> <p>(2) The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.</p> <p>(3) The name of each development control plan that applies to the carrying out of development on the land.</p> <p>(4) In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.</p>	<p>REPLY</p> <p>(1) Lockhart Local Environmental Plan, 2012. See also Annexure A.</p> <p>(2) N/A</p> <p>(3) Lockhart Shire Development Control Plan 2016</p>
<p>2 Zoning and land use under relevant LEPs</p> <p>For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described):</p> <p>a) the identity of the zone, whether by reference to a name (such as "Residential Zone" or "Heritage Area") or by reference to a number (such as "Zone No 2(a)"),</p> <p>b) the purposes for which the instrument provides that development may be carried out within the zone without the need for development consent,</p> <p>c) the purposes for which the instrument provides that development may not be carried out within the zone except with development consent,</p>	<p>a) Zone No. RU1 PRIMARY PRODUCTION.</p> <p>b), c) Please refer to the attached Annexure "B" with respect to the zone identified in a) above.</p>

CERTIFICATE UNDER SECTION 10.7 (continued)	Certificate No: 84/21 2 of 7 REPLY
<p>d) the purposes for which the instrument provides that development is prohibited within the zone,</p> <p>e) whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed,</p> <p>f) whether the land includes or comprises critical habitat,</p> <p>g) whether the land is in a conservation area (however described),</p> <p>h) whether an item of environmental heritage (however described) is situated on the land.</p>	<p>d) Please refer to the attached Annexure "B" with respect to the zone identified in a) above.</p> <p>e) In general, 250 hectares. Interested persons should however, consult the Lockhart Local Environmental Plan, 2012 for comprehensive details.</p> <p>f) } The Lockhart Local Environmental Plan 2012 does g) } not list areas of critical habitat. Please refer also to below.</p> <p>h) Land not affected.</p>
<p>2A Zoning and land use under State Environmental Policy (Sydney Region Growth Centres) 2006</p> <p style="text-align: center;">N/A</p>	<p style="text-align: center;">N/A</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 <u>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</u>.</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>Complying development may be carried out on this land.</p>
<p>4 Coastal protection</p> <p style="text-align: center;">N/A</p>	<p style="text-align: center;">N/A</p>
<p>5 Mine subsidence</p> <p>Whether or not the land is proclaimed to be a mine subsidence district within the meaning of the <i>Coal Mine Subsidence Compensation Act 2017</i>.</p>	<p>Land not affected.</p>
<p>6 Road widening and road realignment</p> <p>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 <u>Roads Act 1993</u>, or</p> <p>b) any environmental planning instrument, or</p> <p>c) any resolution of the council.</p>	<p>a) Land not affected</p> <p>b) Land not affected</p> <p>c) Land not affected</p>
<p>7 Council and other public authority policies on hazard risk restrictions</p> <p>Whether or not the land is affected by a policy:</p> <p>a) adopted by the council, or</p> <p>b) 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, subsidence, acid sulphate soils or any other risk (other than flooding).</p>	<p>Please refer to Item 11 regarding bushfire hazard risk.</p>

CERTIFICATE UNDER SECTION 10.7 (continued)	Certificate No: 84/21 3 of 7 REPLY
<p>7A Flood related development controls information</p> <p>(1) Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purpose of group homes or seniors housing) is subject to flood related development controls.</p> <p>(2) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.</p> <p>(3) Words and expressions in this clause have the same meanings as in the instrument set out in the Schedule to the <i>Standard Instrument (Local Environmental Plans) Order 2006</i>.</p>	<p>(1) Land not affected.</p> <p>(2) Land not affected.</p> <p>(3) Council has no information that would indicate the land is subject to flooding. Interested persons should make their own enquires and obtain expert advice as to the likelihood, frequency and depth of any flooding which may occur.</p>
<p>8 Land reserved for acquisition</p> <p>Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 27 of the Act.</p>	<p>Land not affected.</p>
<p>9 Contributions plans</p> <p>The name of each contributions plan applying to the land.</p>	<p>Lockhart Shire Council Section 7.12 Developer Contributions Plan, 2015.</p>
<p>9A Biodiversity certified land</p> <p>If the land is biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016, a statement to that effect.</p> <p>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 <i>Biodiversity Conservation Act 2016</i>.</p>	<p>Land not affected.</p>
<p>10 Biodiversity stewardship sites</p> <p>If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the <i>Biodiversity Conservation Act 2016</i>, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage).</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>Land not affected.</p>
<p>10A Native vegetation clearing set asides</p> <p>If the land contains a set aside area under section 60ZC of the <i>Local Land Services Act 2013</i>, a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section)</p>	<p>Council has not been notified of such existence.</p>
<p>11 Bush fire prone land</p> <p>If any of the land is bush fire prone land (as defined in the Act), a statement that all or, as the case may be, some of the land is bush fire prone land.</p> <p>If none of the land is bush fire prone land, a statement to that effect.</p>	<p>None of the land described in this certificate is bush fire prone land in accordance with the Environmental Planning and Assessment Act, 1979.</p>

CERTIFICATE UNDER SECTION 10.7 (continued)	Certificate No: 84/21 4 of 7
<p>DISCLAIMER: This information is provided by a source external of Council. Interested persons should verify this information directly with the NSW Rural Fire Service before proceeding.</p>	REPLY
<p>12 Property Vegetation Plans</p> <p>If the land is land to which a property vegetation plan approved under Part 4 of the <u><i>Native Vegetation Act, 2003</i></u> (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>DISCLAIMER: This information is provided by a source external of Council. Interested persons should verify this information directly with the Riverina Local Land Services before proceeding.</p>	Land not affected
<p>13 Orders Under <u>Trees (Dispute Between Neighbours) Act 2006</u></p> <p>Whether an order has been made under the <u><i>Trees (Disputes Between Neighbours) Act 2006</i></u> to carry out work in relation to a tree on the land (but only if the council has been notified of the order).</p> <p>DISCLAIMER: This information is provided by a source external of Council. Interested persons should verify this information directly with the Registrar, the Land and Environment Court before proceeding.</p>	Land not affected.
<p>14 Directions under Part 3A</p> <p>If there is a direction by the Minister in force under section 75P (2)(c1) of the 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 the Act does not have effect, a statement to that effect identifying the provision that does not have effect.</p>	Land not affected.
<p>15 Site compatibility certificates and conditions for seniors housing</p> <p>If the land is land to which <u><i>State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004</i></u> applies:</p> <p>a) a statement of whether there is a current site compatibility certificate (seniors 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> <ol style="list-style-type: none"> i) the period for which the certificate is current, and ii) that a copy may be obtained from the head office of the Department, and <p>b) a statement setting out any terms of a kind referred to in clause 18(2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.</p>	<p>Land not affected.</p> <p>Land not affected.</p>
<p>16 Site compatibility certificates for infrastructure</p> <p>A statement of whether there is a valid site compatibility certificate (of which the Council is aware), issued under clause 19 of <u><i>State Environmental Planning Policy (Infrastructure) 2007</i></u> in respect of proposed development on the land and, if there is a certificate, the statement is to include:</p> <ol style="list-style-type: none"> a) the period for which the certificate is valid, and b) that a copy may be obtained from the head office of the Department of Planning. 	Land not affected.
<p>17 Site compatibility certificates and conditions for affordable rental housing</p>	

CERTIFICATE UNDER SECTION 10.7 (continued)	Certificate No: 84/21 5 of 7 REPLY
<p>(1) A statement of 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> <ul style="list-style-type: none"> a) the period for which the certificate is current, and, b) that a copy may be obtained from the head office of the Department. <p>(2) A statement setting out any terms of a kind referred to in clause 17(1) of 38(1) of <i>State Environmental Planning Policy (Affordable Rental Housing) 2009</i> that have been imposed as a condition of consent to a development application in respect of the land.</p>	<p>(1) Land not affected.</p> <p>(2) Land not affected.</p>
<p>18 Paper subdivision information</p> <ul style="list-style-type: none"> (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>Paper subdivisions are not known to exist in the Lockhart Local Government Area.</p>
<p>19 Site verification certificates</p> <p>A statement of 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> <ul style="list-style-type: none"> (a) the matter certified by the certificate, and <p>NOTE: A site verification certificate sets out the Director-General'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>.</p> <ul style="list-style-type: none"> (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>a), b), c) Council has not been notified of any such matters.</p>
<p>20 Loose-fill asbestos insulation</p> <p>If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act 1989) that are listed on the register that is required to be maintained under that Division, a statement to that effect.</p>	<p>Council has not been made aware of any such premises.</p>
<p>21 Affected building notices and building product rectification orders</p> <ul style="list-style-type: none"> (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. (2) A statement of: <ul style="list-style-type: none"> (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 (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>Land not affected.</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*.

NOTE: The following matters are prescribed by section 59 (2) of the *Contaminated Land Management Act 1997* as additional matters to be specified in a planning certificate:

- (a) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act—if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,
- (b) that the land to which the certificate relates is subject to a management order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued,
- (c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act—if it is the subject of such an approved proposal at the date when the certificate is issued,
- (d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued,
- (e) that the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act—if a copy of such a statement has been provided at any time to the local authority issuing the certificate.

Council maintains a records register of land which may be considered contaminated based on information obtained from local sources. Council records do not have sufficient information about the previous use of this land to determine whether the land is contaminated. Consideration and application of provisions under Local and State legislation on contaminated lands is warranted.

NOTE: The above information has been taken from the Council's records but Council cannot accept responsibility for any omission or inaccuracy.

Date: 20 January 2021



Michael Peisley
MANAGER PLANNING & BUILDING SERVICES

Zone RU1 Primary Production - Annexure "A"

State Environmental Planning Policy No. 33 *"Hazardous and Offensive Development"* to amend the definitions of hazardous and offensive development where used in environmental planning instruments."

State Environmental Planning Policy No. 44 *"Koala Habitat Protection"* to encourage the proper conservation and management of areas of natural vegetation that provide habitat for koalas to ensure a permanent tree living population."

State Environmental Planning Policy No. 55 *"Remediation of Land"* aims to promote the remediation of contaminated land for the purpose of reducing the risk of harm to human health or any other aspect of the environment. The policy applies to the whole state, to ensure that remediation is permissible development and is always carried out to a high standard. It specifies when consent is required for remediation and lists considerations that are relevant when rezoning land and determining development applications."

State Environmental Planning Policy No. 64 *"Advertising and Signage"* aims to improve the amenity of urban and natural settings by managing the impact of outdoor advertising.

Building Sustainability Index (BASIX) 2004. This State Environmental Planning Policy operates in conjunction with Environmental Planning and Assessment Amendment (Building Sustainability Index - BASIX) Regulation 2004 to ensure the effective introduction of BASIX in New South Wales by overriding competing provisions in other environmental planning instruments and development control plans and specifying that State Environmental Planning Policy No.1 does not apply in relation to any development standard arising under BASIX.

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 - This policy aims to provide streamlined assessment processes for development that complies with specific development standards.

State Environmental Planning Policy (Infrastructure) 2007 - The aim of this Policy is to facilitate the effective delivery of infrastructure across the State.

State Environmental Planning Policy (State and Regional Development) 2011 - This policy aims to provide for State significant development.

Zone RU1 Primary Production - Annexure "B"

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

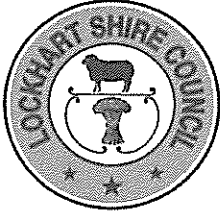
Extensive agriculture; Forestry; Home occupations.

3 Permitted with consent

Airstrips; Animal boarding or training establishments; Bed and breakfast accommodation; Boat launching ramps; Boat sheds; Building identification signs; Business identification signs; Camping grounds; Cemeteries; Community facilities; Correctional centres; Crematoria; Depots; Dual occupancies (attached); Dwelling houses; Eco-tourist facilities; Educational establishments; Environmental facilities; Environmental protection works; Extractive industries; Farm buildings; Farm stay accommodation; Freight transport facilities; Heavy industrial storage establishments; heavy industries; Helipads; Home-based child care; Home businesses; Home industries; Home occupations (sex services); Industrial training facilities; Information and education facilities; Intensive livestock agriculture; Intensive plant agriculture; Landscaping material supplies; Open cut mining; Plant nurseries; Recreation areas; Recreation facilities (major); Recreation facilities (outdoor); Roads; Roadside stalls; Rural industries; Rural supplies; Rural workers' dwellings; Secondary dwellings; Storage premises; Timber yards; Truck depots; Veterinary hospitals.

4 Prohibited

Any development not specified in item 2 or 3.



Lockhart Shire Council

File Ref: MP:CD:SC99 – 20/2983 – Cert 40/21

22 October 2020

InfoTrack
GPO Box 4029
SYDNEY NSW 2001

Email: ecertificates@infotrack.com.au

Dear Sir/Madam

APPLICANT'S REFERENCE: 200112

Reference is made to your application for issue of a Sewerage Diagram for the subject property:

**LOT 1 DP220036
582 French Park Bullenbung Road, Milbrulong**

Council has checked its files and it appears that there is no sewer diagram on record for this property.

Yours faithfully

Michael Peisley
Manager Planning & Building Services



File Reference: 13/02386
Account No: 452550

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

22 October 2020

Infotrack Pty Ltd
GPO Box 4029
SYDNEY NSW 2001

Dear Sir/Madam

Reference is made to your recent Crown Lands Search request – on behalf of Richard Donald Simpson.

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 cursive script that reads 'Maya Angus'.

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



Issue Date 22nd October 2020
Search ID 3029464

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)	1//D220036; 1-2//D230059; 4//D1228732; 18, 50, 51, 58//D754536; 23, 24, 27, 28, 60//D754566; 1-2//D1093292