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# Contract for the sale and purchase of land 2022 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW DAN:</b>
vendor's agent	<b>Elders Real Estate</b> <b>PO Box 322, ALBURY NSW 2640</b>	<b>Phone: 02 6021 3355</b> <b>Fax: 02 6041 2908</b> <b>Ref: Reg Coulston</b>
co-agent		
vendor	<b>Leonard John O'Halloran</b> <b>2208 River Road, Ournie, NSW 2640</b>	
vendor's solicitor	<b>Walsh &amp; Blair Lawyers</b> <b>221-223 Tarcutta Street, Wagga Wagga NSW</b> <b>2650</b> <b>P.O. Box 492, Wagga Wagga NSW 2650</b>	<b>Phone: 02 6926 8268</b> <b>Email: patrick@walshblair.com.au</b> <b>Fax: 02 6926 8222</b> <b>Ref: PB:LP:244610</b>
date for completion	<b>28th day after the contract date</b>	(clause 15)
land (address, plan details and title reference)	<b>Part 2208 River Road, Ournie, 2640</b> <b>Registered Plan: Lot 371 &amp; 720 Plan DP 520579 &amp; 568308</b> <b>Folio Identifier 371/520579 &amp; 720/568308</b>	
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies	
improvements	<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: Vacant Farmland	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input type="checkbox"/> air conditioning <input type="checkbox"/> clothes line <input type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> blinds <input type="checkbox"/> curtains <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> built-in wardrobes <input type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input type="checkbox"/> stove <input type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input type="checkbox"/> TV antenna <input type="checkbox"/> other:
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)

**Where there is more than one purchaser**     JOINT TENANTS  
 tenants in common     in unequal shares, specify:

**GST AMOUNT** (optional) The price includes GST of: \$  
 buyer's agent

Note: Clause 20.15 provides "Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked."

## SIGNING PAGE

VENDOR	PURCHASER
<p><b>Signed by</b></p> <p>_____</p> <p>Vendor</p> <p>_____</p> <p>Vendor</p>	<p><b>Signed by</b></p> <p>_____</p> <p>Purchaser</p> <p>_____</p> <p>Purchaser</p>
VENDOR (COMPANY)	PURCHASER (COMPANY)
<p><b>Signed by</b> in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Office held</p> <p>_____</p> <p>Office held</p>	<p><b>Signed by</b> in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Office held</p> <p>_____</p> <p>Office held</p>

**Choices**

- Vendor agrees to accept a **deposit-bond**  NO  yes
- Nominated Electronic Lodgment Network (ELN)** (clause 4) PEXA
- 
- Manual transaction** (clause 30)  NO  yes  
(if yes, vendor must provide further details, including any applicable exemption, in the space below):

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

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

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

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

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

If the details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice at least 7 days before the date for completion.

**GSTRW payment (GST residential withholding payment) – details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact 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

<b>General</b>	<b>Strata or community title (clause 23 of the contract)</b>
<input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input checked="" type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input checked="" type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate	<input type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to the off the plan contract <b>Other</b> <input type="checkbox"/> 60
<b>Home Building Act 1989</b> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover <b>Swimming Pools Act 1992</b> <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance	

**HOLDER OF STRATA OR COMMUNITY SCHEME 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 residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, 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 the *Home Building Act 1989*, Part 8, Division 1A. In particular, a purchaser should—

- (a) search the Register required to be maintained under the *Home Building Act 1989*, Part 8, Division 1A, and
- (b) ask the relevant local council whether it holds 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 the *Conveyancing Act 1919*, section 66X. This statement 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 before 5pm on—
  - (a) for an off the plan contract—the tenth business day after the day on which the contract was made, or
  - (b) in any other case—the fifth business day after the day on which the contract was made.
- 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 the Act, section 66W, 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 the Act, section 66ZG.
- 4 A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.
- 5 The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. 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 and Stock 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:**

<b>APA Group</b> <b>Australian Taxation Office</b> <b>Council</b> <b>County Council</b> <b>Department of Planning and Environment</b> <b>Department of Primary Industries</b> <b>Electricity and gas</b> <b>Land and Housing Corporation</b> <b>Local Land Services</b>	<b>NSW Department of Education</b> <b>NSW Fair Trading</b> <b>Owner of adjoining land</b> <b>Privacy</b> <b>Public Works Advisory</b> <b>Subsidence Advisory NSW</b> <b>Telecommunications</b> <b>Transport for NSW</b> <b>Water, sewerage or drainage authority</b>
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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. **Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.**
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)**

1.1 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>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i> ) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<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>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> <li>• the issuer;</li> <li>• the expiry date (if any); and</li> <li>• the amount;</li> </ul>
<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>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>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<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 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>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>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>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>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<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>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;



<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<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> ;
<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).

1.2 Words and phrases used in this contract (italicised and in Title Case, such as *Conveyancing Transaction*, *Digitally Signed*, *Electronic Workspace*, *ELN*, *ELNO*, *Land Registry*, *Lodgment Case* and *Subscriber*) have the meanings given in the *participation rules*.

## 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 –

2.4.1 giving cash (up to \$2,000) to the *depositholder*;

2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or

2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.

2.5 The vendor can *terminate* if –

2.5.1 any of the deposit is not paid on time;

2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or

2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.

This right to *terminate* is lost as soon as the deposit is paid in full.

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

2.7 If the vendor accepts a *deposit-bond* 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 the vendor accepts a *deposit-bond* for the deposit (or part of it).

3.2 The purchaser must provide the *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 16.5.
- 3.9 The vendor must give the purchaser any original *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 any original *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 any original *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 any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
- 4.1.2 a party serves a notice stating why the transaction is a *manual transaction*, in which case the parties do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 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
- 4.2.2 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.
- 4.3 The parties must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
- 4.3.2 using the nominated *ELN*, unless the parties otherwise agree. This clause 4.3.2 does not prevent a party using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A party must pay the fees and charges payable by that party to the *ELNO* and the *Land Registry*.
- 4.5 Normally, the vendor must within 7 days of the contract date create and populate an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and populate an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The parties must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
- 4.7.2 create and populate an *electronic transfer*;
- 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
- 4.7.4 populate the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 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.
- 4.11 Before completion, the parties must ensure that –
- 4.11.1 all *electronic documents* which a party must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
- 4.11.2 all certifications required by the *ECNL* are properly given; and
- 4.11.3 they do everything else in the *Electronic Workspace* which that party must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW 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.

- 4.13 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 –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are 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; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 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 –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

## 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 *servicing* 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 vendor *serves* details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business 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 either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

**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, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for 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 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 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.
- 14.7 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 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 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.
- 16.4 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**

- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

**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 4.8 or clause 30.4);
- 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;
- 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
- 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 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 4, 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 - 4) 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.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
- 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.
- 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 s171 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 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 14.6 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 Before completion, the purchaser must serve a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must serve at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information 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 –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
  - 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 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 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 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.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 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.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* 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.

**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 Manual transaction**
- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a 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 burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 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
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 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.
- 30.8 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.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *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 –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 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).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *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.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.
- 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 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business 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 either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 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 sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 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.

JOCKS HILL 2208 RIVER RD, OURNIE 2640

**ANNEXURE TO CONTRACT FOR SALE OF PART 2208 RIVER ROAD, OURNIE 2640**

**SPECIAL CONDITIONS**

**33. Inconsistency with Terms of Standard Contract**

If there is an inconsistency between these special conditions and the terms of the standard contract (clauses 1 to 32), these special conditions prevail to the extent of the inconsistency.

**34. Non-reliance on Warranties/Representations**

**34.1 The purchaser acknowledges that it has inspected and satisfied itself as to the following:-**

- (a) The improvements including any fences and buildings;
- (b) The inclusions;
- (c) The water supply;
- (d) The sewerage disposal system, if any;
- (e) The access to the lands;
- (f) The services to the block or lack of such services;
- (g) The crops if any passing with the property
- (h) The pastures, native grasses, the soil and weeds;
- (i) The zoning and the building rights that attach to the lands;
- (j) The cost of connections of any services such as water and electricity;
- (k) The OJD or BJD status of the property.

**34.2 The purchaser acknowledges that the purchaser in entering into this contract:-**

- (a) does not rely on any warranty or representation made by the vendor or any person on behalf of the vendor except those that are expressly provided in this contract;
- (b) has relied entirely on the purchaser's enquiries relating to and on the purchaser's inspection of the property; and
- (c) accepts the property and any chattels and things included in this contract in their present condition.

**34.3 Without limiting the generality of this Special Condition, the purchaser acknowledges that neither the vendor nor anyone on behalf of the vendor has made any representation or warranty on which the purchaser relies as to:-**

- (a) the state of repair of the Property;
- (b) the rights and privileges relating to the Property;
- (c) the fitness or suitability for any particular purpose or otherwise of the Property or any part of it; or
- (d) of any financial return or income to be derived from the Property.

**34.4 The purchaser is not entitled to:-**

- (a) make any requisition, claim or objection about; or
- (b) rescind, terminate or delay completion of this contract because of,

any of the matters referred to in this Special Condition.

**35. Area of Land Passing**

- 35.1 The vendor makes no warranty or condition as to the actual area of the property.
- 35.2 Any land areas stated in this contract are taken from the title documents and are for convenience only.
- 35.3 The purchaser acknowledges being satisfied from the purchaser's own independent enquiries as to the area of the property.
- 35.4 The purchaser will make no objection, requisition or claim for compensation in relation to the area of the property.

**36. Property sold as is**

- 36.1 The purchaser agrees that the property is sold as is and subject to all defects whether latent or patent and in particular the purchaser accepts:-
- (a) the improvements and inclusions in their present condition and state of condition and repair and subject to any latent or patent defects or infestation or dilapidation existing either at the date of this contract or at completion. The vendor will not be required to carry out any repairs or work in relation to such items nor remove any scrap metal or dilapidated items not listed as inclusions or improvements;
  - (b) all fencing as presently erected whether or not on the correct boundary lines and any existing arrangement with respect to give and take fences, if any;
  - (c) the water supply, including any pumps, bores, water licences or water rights or the lack of a water supply. The purchaser acknowledges having made its own enquiries so as to familiarise and satisfy itself as to the water supply or lack of water supply. Further, the purchaser accepts any pump, bore, dam, tank and any other infrastructure erected upon the property whether or not erected with the permission of the relevant regulatory body(ies);
  - (d) the services to the block or lack of such services;
  - (e) the sewerage disposal system whether or not licensed for use/approved by the regulatory body(ies) noting that the vendor shall not be called upon to carry out any repairs or work in relation to such system;
  - (f) the condition of the soil, the pastures, the native grasses, the weeds and the crops on the property. The vendor will not be responsible for the eradication of any weeds and the purchaser shall assume responsibility for any necessary eradication or treatment thereof;
  - (g) that the property has for many years been conducted as a grazing and farming property with consequent use of chemicals considered appropriate at the time. The vendor cannot warrant that no contamination has occurred as a result of the utilisation of such chemicals from time to time, but does warrant that no stock during the period of the Vendor's ownership has been condemned or slaughtered as a result of chemical residues;
  - (h) that it has had the right to carry out soil tests, inspections of the property and to check the items referred to above;

- (i) the access or any roads that pass through the property and relies upon its own inspection and enquiry concerning same;
- (j) that the property passes subject to any mining exploration rights;
- (k) any pipes, cables, telephone lines, power lines or related installation which are on or pass through, over or under the property or which are used in common with any other lands or pass through any other lands. If there are no easements then the vendor will not be called upon to create an easement;
- (l) any old or current sheep or cattle dip sites and tips on the property and acknowledges that it has satisfied itself in relation to chemical residue and/or contamination and/or asbestos issues;
- (m) the zoning in relation to the property and whether or not any building rights attach to the property.

36.2 The purchaser is not entitled to:-

- (a) make any requisition, claim or objection about; or
- (c) rescind, terminate or delay completion of this contract because of, any of the matters referred to in this Special Condition.

**37. Level of Safety of Improvements and Inclusions**

37.1 The purchaser acknowledges having made its own investigations and enquiries and satisfied itself in relation to:-

- (a) the state of operation, level of safety and repair of; and
- (b) any work health and safety obligations and responsibilities with respect to, the improvements and inclusions (including all plant and equipment) passing with the property noting that any plant and equipment included is sold as and only to be used as scrap or spare parts.

37.2 The purchaser acknowledges that it has been given the opportunity to arrange for a specialist in the area of work health and safety to inspect all of the improvements and inclusions (including plant and equipment) passing with the property.

37.3 The purchaser acknowledges that any inclusions are sold as is and subject to all defects whether latent or patent and the purchaser shall not raise any requisition or objection or make any claim for compensation with respect to the matters set out in this special condition 37 herein and further indemnifies the vendor against any claim that may arise after settlement with respect to such matters.

37.4 This special condition 37 shall not merge on completion.

**38. Section 52A**

If any provision of this contract purports to or has the effect of excluding, modifying or restricting the operation of Section 52A of the *Conveyancing Act* 1919 or the *Conveyancing (Sale of Land) Regulation* 2017, then this contract will be read and construed as if such provision is severable from this contract and the invalidity of that provision will not affect or render invalid or unenforceable the remaining provisions of this contract.



**39. Council Building Certificate**

- 39.1 The vendor does not have a building certificate issued by the local council/regulatory authority in respect of the Improvements.
- 39.2 The purchaser is not entitled to require the vendor to:-
- (a) apply for or do anything to obtain such building certificate; nor
  - (b) comply with the local council's requirements for the issue of such building certificate.
- 39.3 Completion of this contract is not conditional on the vendor or the purchaser obtaining a building certificate in respect of the Improvements.

**40. Breach of Statutory Warranty implied by Conveyancing Regulations**

- 40.1 If the purchaser discovers that the vendor has breached any warranty implied by the *Conveyancing (Sale of Land) Regulation 2017*, the purchaser must, within seven days of discovering that breach, notify the vendor in writing of that breach.
- 40.2 If the vendor breaches any warranty implied by the *Conveyancing (Sale of Land) Regulation 2017*, the vendor may, before completion, serve a notice:-
- (a) setting out the breach;
  - (b) requesting the purchaser to serve a notice on the vendor irrevocably waiving the breach ("Waiver"); and
  - (c) indicating that the vendor intends to rescind this contract if the Waiver is not served within 14 days of service of that notice.
- 40.3 The vendor may rescind the contract if:-
- (a) the vendor serves a notice under special condition 40.2 of this Special Condition; and
  - (b) the purchaser does not serve the Waiver within the time required under the notice.
- 40.4 If the purchaser serves a Waiver before the vendor rescinds under special condition 40.3 of this special condition, the vendor is no longer entitled to rescind under special condition 40.3 of this Special Condition.
- 40.5 The purchaser has no claim against the vendor for breach of any warranty implied by the *Conveyancing (Sale of Land) Regulation 2017* other than the right of rescission given by that Regulation.

**41. Passing of Risk**

- 41.1 The date of this agreement is the date for passing of risk pursuant to Section 66K of the *Conveyancing Act, 1919* (as amended) for the property (including the land, improvements, inclusions and crops passing) except for any dwelling house as defined by Section 66O of that Act.

41.2 The date of possession is the date for passing of risk pursuant to Section 66K of that Act in respect of any dwelling house on the property sold (as defined by Section 66O of the Act) if the purchaser takes possession before completion.

**42. Warranty with respect to Agent**

The purchaser hereby warrants that the purchaser has not been introduced to the property by any agent other than the agent referred to herein and indemnifies the vendor from any claim for commission arising in breach of this warranty. This indemnity shall not merge on completion. The vendor warrants that the vendor has no other agency agreements with any other agent other than the agent referred to herein regarding the sale of this property.

**43. FIRB Approval**

43.1 The purchaser warrants that the purchaser has obtained (or is not required to obtain) any necessary consent or approval from the Commonwealth Treasurer under the *Foreign Acquisitions and Takeovers Act 1975* as to the purchase of the property by the purchaser.

43.2 A breach of the warranty given under Special Condition 43.1 entitles the vendor to rescind this contract and the provisions of clause 19 apply.

43.3 The purchaser indemnifies the vendor in respect of all claims or actions and costs arising therefrom in respect of a breach of this warranty.

43.4 This Special Condition does not merge on completion.

**44. Incapacity**

44.1 If either party (or if a party consists of more than one person, any one or more of them) is a natural person and prior to completion:-

- (a) dies;
- (b) becomes a "mentally ill person" or "mentally disordered person" within the meaning of the *Mental Health Act 2007* or a "protected person" within the meaning of the *NSW Trustee and Guardian Act 2009*;
- (c) is declared bankrupt;
- (d) makes any assignment for the benefit of its creditors; or
- (e) enters into a scheme or arrangement with its creditors;

then at any time after the occurrence of any of those events the other party may rescind this contract whereupon the provisions of clause 19 shall apply.

44.2 If either party (or if a party consists of more than one entity, any one or more of the entities comprising that party) is a corporation and that corporation:-

- (a) has a liquidator, provisional liquidator, receiver, manager, receiver and manager or controller appointed to that corporation;

- (b) appoints or has appointed, an administrator of the corporation under the *Corporations Act 2001* or other similar legislation applicable to that corporation;
- (c) enters into any scheme or arrangement with its creditors or executes a Deed of Company Arrangement under the *Corporations Act 2001* or other similar legislation applicable to that corporation; or
- (d) is made subject to an order or an effective resolution passed for the winding up of that corporation;

then at any time after the occurrence of any of those events the other party may rescind this contract whereupon the provisions of clause 19 shall apply.

44.3 The parties acknowledge that the rights and remedies set out in this special condition do not negate, limit or restrict any rights or remedies which would have been available to the other party had this special condition not been included in this contract.

**45. Completion and Notice to Complete**

45.1 If either party becomes entitled to serve a notice to complete, that party may serve on the other a notice requiring completion of this contract 14 days after the date of service of the notice.

45.2 For the purposes of this Special Condition, 14 days will be reasonable notice and will be deemed both at law and in equity to be sufficient notice to make time of the essence of this contract.

45.3 The vendor will not be regarded as not being ready, willing and able to complete this contract because of the existence of a charge on the property for any outgoing, which charge will otherwise be paid on completion.

45.4 Without limiting any other provision of this contract, the vendor is not required to remove any charge on the property for any outgoing if it will be paid on completion.

**46. Late completion**

If this contract is not completed on or before the completion date for any cause whatsoever other than the default of the vendor or if it is not completed within three (3) days after written notice has been given to the purchaser that any default of the vendor causing a delay in completion has been rectified, then:-

- (a) the purchaser shall pay to the vendor as liquidated damages payable on completion interest on the balance of the purchase price at the rate of twelve percent (12%) per annum calculated on a daily rate from the completion date to the actual date of completion to be added to the balance of the purchase price payable on completion; and
- (b) the vendor shall be entitled to serve a notice to complete making time of the essence of the Contract.

This special condition shall not affect in any way other rights and remedies available to the vendor as a consequence of the purchaser's failure to complete this contract on or by the completion date.

Further, the purchaser hereby acknowledges that interest at the aforesaid rate set out in paragraph (a) represents a genuine pre-estimate of liquidated damages likely to be suffered by the vendor as a result of completion not taking place on or before the completion date. The purchaser further acknowledges that it is an essential condition of this contract that interest as provided by this special condition is paid to the vendor on completion.

**47. Existing Encumbrances**

47.1 If on completion there is noted on the folio of the register for the property a mortgage or caveat, the purchaser must accept on completion in registrable form a discharge of that mortgage or a withdrawal of that caveat in respect of the property.

46.2 The vendor must on completion allow the purchaser the registration fees payable in respect of that discharge of mortgage or a withdrawal of caveat.

**48. Goods and Services Tax**

48.1 The vendor confirms that the land described herein is land upon which a farming business has been conducted for a period of five (5) years prior to the date hereof.

48.2 The purchaser confirms that upon completion it intends that a farming business will be carried on (within the meaning and import of section 38-480 of a *New Tax System (Goods & Services) Act, 1999*), on the land.

48.3 In the event that as a result of any action or thing done, carried out or caused to be effected by the purchaser which has the effect of causing GST to be paid or payable with respect to this sale THEN the purchaser hereby indemnifies the vendor with respect to all GST paid or payable by or through the vendor with respect to this sale. Where the vendor has paid the GST then the purchaser shall reimburse the amount of GST to the vendor within seven (7) days after receiving evidence of payment. Where the GST has not been paid by the vendor then the purchaser shall pay the GST to the vendor within seven (7) days of receipt of a tax invoice with respect to same.

48.4 On or prior to completion the vendor, at his expense, may submit to the purchaser a deed giving effect to the provisions of special condition 48.3 hereof which shall be properly executed by the purchaser and delivered to the vendor upon completion. Such deed may bind not only the purchaser but also his heirs, executors, administrators and assigns.

48.5 The provisions of this special condition shall not merge on completion.

**49. Merger**

The parties agree that the provisions of this contract which are to apply after completion of it do not merge on completion.

**50. Late Settlement Fees**

If settlement of this matter does not take place at the first schedule time due to the default of the purchaser, or his mortgagee, then the purchaser shall pay all fees including agency fees and re-certification fees, incurred by the vendor, or his mortgagee, in relation to any re-arrangement of settlement.

**51. Enclosure Permits**

51.1 The property is subject to Enclosure Permit Holding 659558.

51.2 The vendor will use the vendor's best endeavours (as required) to transfer to the purchaser the benefit of any Enclosure Permits held in conjunction with the property, noting however this contract is not conditional upon such transfer taking place prior to completion.

51.3 Any rentals or other fees payable will be adjusted as an outgoing on completion pursuant to printed condition 14 herein.

51.4 It shall be the responsibility of the purchaser to complete, lodge and pay for any Enclosure Permit Transfer Application following completion.

**52. Requisitions on Title**

The purchaser agrees that the purchaser's general (as distinct from specific) requisitions about the property or the title under standard clause 5.1 shall be limited to the requisitions attached to this contract.

**53. Adjustments on Completion**

53.1 The parties agree that the purchaser must:-

(a) order and provide the relevant rating authority property searches for all necessary adjustments; and

(b) submit proposed settlement adjustment figures to the vendor's solicitor for approval at least five (5) business days prior to the date for completion.

53.2 If an apportionment of outgoings is overlooked or incorrectly calculated on completion, the parties agree they will make the correct calculations and payments on demand. This clause shall not merge on completion.

## RURAL LAND REQUISITIONS

Vendor: **Leonard John O'Halloran**  
Purchaser:  
Property: **Part 2208 River Road, Ournie**  
Dated:

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*Note: If the answer to any of these questions is 'yes', please supply full details and a copy of all relevant documentation at least seven days prior to completion, unless otherwise specified.*

### 1. Capacity

- (a) Is the vendor under any legal incapacity?  
*Such as:*
- *Minority.*
  - *Bankruptcy or entering a debt agreement under Part IX or an arrangement under Part X of the Bankruptcy Act 1966 (Cth).*
  - *If the vendor is a company, any notice, application or order received by the vendor or made at Court for its winding up, or for the appointment of a receiver, an administrator or a controller.*
- (b) If the vendor is a trustee, please provide evidence to establish the trustee's power of sale (*such as a copy of the trust deed, under which the trustee was appointed*).
- (c) If any document to be handed over on completion (excluding a discharge of mortgage) is executed under a power of attorney, please provide a certified copy of the registered power of attorney.

### 2. Notices and Orders

- (a) Is the vendor aware of or has the vendor received any notice or order or requirement of any authority or any adjoining owner affecting the property? *Such as:*
- *Orders under either section 121B of the Environmental Planning and Assessment Act 1979 (NSW) or section 124 of the Local Government Act 1993 (NSW).*
  - *Notices or orders from Local Land Services about pests or eradication.*
  - *Notices from a local council about noxious weeds.*
  - *Notices or orders issued under the Environmentally Hazardous Chemicals Act 1985 (NSW).*
  - *Notices or orders under section 142 of the Mining Act 1992 (NSW).*
- (b) Has any work been done by any authority which might give rise to a notice, order or liability? (*Such as road works done by local council.*)
- (c) Has the vendor received any notice (whether oral or written) of proposed orders from Local Land Services or any local council or government authority concerning any proposed action that could affect the property in any way? If so, please provide particulars including any copies of any relevant correspondence.

### 3. Title

- (a) Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances.
- (b) On or before completion, any mortgage or caveat or priority notice or writ (other than a caveat or priority notice lodged by or on behalf of the purchaser) must be discharged, withdrawn or cancelled as the case may be or, in the case of a mortgage, priority notice or caveat, an executed discharge or withdrawal handed over on completion.
- (c) Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
- (d) When and where may the title documents be inspected?

### 4. Adjustments

- (a) All outgoings referred to in clause 14 of the Contract must be paid up to and including the date of completion.
- (b) Is the vendor liable to pay land tax (including surcharge land tax) or is the property otherwise charged or liable to be charged with land tax? If so:
- (i) To what year has a return been made?
  - (ii) What is the taxable value of the property for land tax purposes for the current year?

**5. Unregistered Rights**

Is the vendor aware of any unregistered rights over the property, such as an easement, right of way, or any right of use or occupation?

**6. Personal Property Securities Act 2009 (Cth) ("PPS Act")**

- (a) Are there any interests recorded against the vendor on the Personal Property Securities Register? If yes:
- (i) Do such registrations relate to any personal property included in this sale?
  - (ii) In relation to all registrations in respect of the vendor or any personal property included in the sale (including the property and any inclusions), the vendor must provide on or prior to completion:
    - (A) a release from each secured party, in respect of the personal property together with a written undertaking from each secured party to register a financing change statement which reflects that release in the case of serial numbered goods and personal property specifically described; or
    - (B) a statement by each secured party in accordance with section 275(1)(b) of the PPS Act confirming that no debt or obligation is secured by the registration; or
    - (C) a written approval or correction in accordance with section 275(1)(c) of the PPS Act confirming that the personal property is not or will not be as at completion personal property in respect of which the registration is granted.
- (b) Please provide:
- (i) Full names (including any former names) and dates of birth of all vendors.
  - (ii) ABNs and ACNs of all vendor companies, partnerships and trusts.
  - (iii) Full names (including any former names) and dates of birth of all directors of the vendor companies.

**7. Tenancies**

- (a) Vacant possession of the property must be given on completion unless the Contract provides otherwise.
- (b) Are there any agreements or arrangements which would create a "tenancy" as defined in section 4 of the *Agricultural Tenancies Act 1990* (NSW), (such as farming, grazing, share farming or agistment agreements), or a residential tenancy agreement as defined in section 13 of the *Residential Tenancies Act 2010* (NSW)?  
If yes, please provide:
- (i) Particulars of the nature of the tenancy.
  - (ii) The date of any termination of the tenancy.
  - (iii) Particulars of any written instrument (please supply a copy at least 14 days prior to completion).
  - (iv) Particulars of any oral agreement.
  - (v) Particulars of any bond or security.
- (c) Where there is a tenancy:
- (i) Has the tenant carried out any improvements on the property, with or without the vendor's consent, for which the tenant is entitled to compensation from the vendor?
  - (ii) Has the vendor carried out any improvement on the property for which the tenant is liable to compensate the vendor?
  - (iii) Are there any unresolved disputes between the vendor and a tenant pursuant to an agreement which creates an interest in the land?
  - (iv) Are there any fixtures on the property which the tenant may have right to access or removal?
  - (v) Are there any details/documents that record the condition of the property at the commencement of the tenancy? If yes, please provide copies.

**8. Buildings**

- (a) Are there any structures on the property which require approval for their current use, but do not have such approval?
- (b) Are there any structures on the property that are required to have the approval of the local council but do not?
- (c) Have the provisions of the *Local Government Act 1993* (NSW) and the *Environmental Planning and Assessment Act 1979* (NSW) been complied with?
- (d) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?

- (e) Has the vendor a survey? If so, please provide a copy.
- (f) Has the vendor a Building Certificate and/or Final Occupation Certificate which relates to any current buildings or structures? If so, it should be handed over on completion. Please provide a copy.
- (g) In respect of any residential building work carried out in the last ten years:
  - (i) Please identify the building work carried out.
  - (ii) When was the building work completed?
  - (iii) Please state the builder's name and licence number (or provide a copy of any owner-builder permit relating to the work).
  - (iv) Please provide details of any insurance under the *Home Building Act 1989* (NSW).
- (h) Has there been any complaint or insurance claim made, or any circumstances known to the vendor which may warrant a complaint or insurance claim due to the non-completion, defective work or otherwise from a breach of the statutory warranties under the *Home Building Act 1989* (NSW) related to residential building work carried out on the property? If so, full details should be provided.
- (i) Do any structures on the property contain loose-fill asbestos insulation? If so:
  - (i) which structures?
  - (ii) is the property listed on the loose-fill asbestos insulation register?
- (j) Have the structures on the property been tested for loose-fill asbestos insulation?

#### 9. **Swimming pools**

If there is a swimming pool:

- (a) Has the pool been approved by the local council?
- (b) Is it subject to the requirements of the *Swimming Pools Act 1992* (NSW)? If not, why not?
- (c) Does it comply with all the requirements of the *Swimming Pools Act 1992* (NSW) and regulations made under that Act?
- (d) Has a fence and signage been erected around the swimming pool?
- (e) Has the vendor obtained a certificate of noncompliance pursuant to clause 18BA of the *Swimming Pools Regulation 2008* (NSW)? If so, and the certificate is not attached to the contract, please provide a copy of the certificate and the details of the noncompliance.
- (f) Have any notices, directions or orders issued under the *Swimming Pools Act 1992* (NSW) and/or regulations made under that Act?
- (g) Has the vendor obtained a certificate of compliance pursuant to section 220 of the *Swimming Pools Act 1992* (NSW)? If so, and the certificate is not attached to the contract, please provide a copy.
- (h) If a certificate of compliance is not attached to the Contract, please provide evidence of registration, eg. certificate of registration of the swimming pool pursuant to section 30C of the *Swimming Pools Act 1992* (NSW), and a relevant occupation certificate within the meaning of the *Swimming Pools Act 1992* (NSW).
- (i) Any original certificate of non-compliance, certificate of compliance and relevant occupation certificate held must be handed over at completion.
- (j) Where a certificate of compliance includes a reference to an exemption, please provide the details of the exemption granted by council.
- (k) Has the vendor received any notification of the cancellation of a certificate of compliance? If so, please provide a copy.

#### 10. **Solar Panels**

- (a) Do any of the Improvements erected at the property have solar panels?
- (b) Is there any energy buy back arrangement in place? If so, can it be assigned to the purchaser?
- (c) Please provide a copy of the supply agreement for the solar panels including particulars of the Contract price.
- (d) Does the supply agreement provide for assignment to a new owner of the property?
- (e) Does the rate per kW of power generated in dollar terms remain constant during the term of the supply agreement?
- (f) Is there a net meter for any solar panels?
- (g) Are there any arrangements in relation to a voluntary feed in tariff?
- (h) Is there a battery storage system? If so, please advise details of the system.

#### 11. **Rates**

- (a) What government, local government or statutory authorities levy rates on the property? (*Such as local council or Local Land Services.*)
- (b) Has the property been declared "farmland" for rating purposes under the *Local Government Act 1993* (NSW)?
- (c) Are there any deferred rates attaching to the property? Please provide particulars.



**12. Boundary fences**

- (a) Are there any boundary or give and take fences on the property? If so, where are they located?
- (b) Are there any boundaries along watercourses and, if so, how are they fenced?
- (c) Are there any notices from neighbours or statutory authorities about the erection or repair of any boundary fence or give and take fence?
- (d) Is there any agreement, written or oral, with any neighbour about the erection or repair of a boundary fence?

**13. Soil Conservation**

- (a)
  - (i) Are there any agreements about soil conservation affecting the property?
  - (ii) Please provide copies of any licences or agreements.
  - (iii) Are there any monies outstanding under any licence or agreement?
- (b) Is the land or any part of it within an area of erosion hazard under the *Soil Conservation Act 1938* (NSW)?
- (c) Is there any charge or any other outstanding liability affecting the land under section 22(5) of the *Soil Conservation Act 1938* (NSW)?
- (d) Are there any circumstances known to the vendor that could give rise to soil conservation liabilities in the future?

**14. Timber**

- (a) Are there any agreements with any authority or anyone else about the felling or removal of timber from the property? If so:
  - (i) Please provide copies of any licences or agreements.
  - (ii) Are there any monies outstanding under any licence or agreement?
 Please provide details and copies of any relevant documents as soon as possible, and in any event not later than 14 days before completion.
- (b) Is the vendor aware of any of the following being granted to or held by the vendor or any other person under the *Forestry Act 2012* (NSW) in respect of the property:
  - (i) Forest lease or licence;
  - (ii) Forest products licence;
  - (iii) Clearing licence;
  - (iv) Profit-a-prendre; or
  - (v) Any other lease, licence, permit, right or interest?
 Please provide details and copies of any relevant documents as soon as possible, and in any event not later than 14 days before completion.

**15. Water**

- (a) Is the vendor entitled to have water supplied to the property by any authority? If so, please supply details and if any meter or works are situated on lands other than the property please advise what rights or agreements exist.
- (b) Is any water available to the property:
  - (i) From any well, bore or dam that is not wholly on the property and if so, where?
  - (ii) Under any private water agreement? If so, what rights exist in respect to any private water agreement and please supply copies of any agreement.
- (c) Is the land in a water sharing plan area under the *Water Management Act 2000* (NSW)?
- (d) Does the vendor hold any water rights or licence, permit or authority under the *Water Act 1912* (NSW) or the *Water Management Act 2000* (NSW), or, the benefit of any applications under either Act not yet dealt with? Please supply copies of all licences, permits, authorities, applications or correspondence in respect of such applications.
- (e) Is the vendor liable to any authority, or to any other person, to pay for water or for water rights?
- (f)
  - (i) Have any dams or other earthworks been constructed on any water course on the property?
  - (ii) If so, was any permission for the construction sought or given by any relevant authority?
- (g) Are there any bore trusts that affect the property? If so, please provide:
  - (i) The name and contact details of the secretary or relevant office bearer of the trust;
  - (ii) Details of licences of permits in respect of the bore;
  - (iii) If water is conveyed from the bore to the property through other properties, please supply details of owners of those properties and copies of any easements or agreements.
- (h) If there is a dam on the property which exceeds the maximum harvestable right dam capacity which is used for irrigation or which is used for watering a commercial crop or an intensive livestock industry:

- (i) Has the dam been approved by and registered with NSW Office of Water?
  - (ii) Has a licence issued for the dam? If so, please provide a copy of the licence.
  - (iii) Did the dam require the approval of local council? If so, please provide a copy of such approval.
- (i) Are there any points of supply of water not wholly located within the boundaries of the land? If so, are appropriate easements in place?
  - (j) Are there any levee banks on the property? If so, was a licence obtained and are they constructed in accordance with the licence?
  - (k) Have all earthworks requiring development consent on the property been fully approved?
- 16. Electricity**
- (a) Which electricity authority supplies electricity to the property?
  - (b) Is there any money owing to that authority for capital works? If so, please furnish full particulars.
- 17. Access, roads and enclosure permits**
- (a) Is access to the property at any point over any land other than a main or public road? (*Such as a right of way or access over Local Land Services property.*)
  - (b) Are there any rights of way or other easements over the property?
  - (c) Is the vendor aware of any proposal to close, or any application or pending application to close or any proposal to purchase any road adjacent to the property?
  - (d) Is the vendor aware of any proposed realignment of any road adjacent to the property?
  - (e) Is there any main road, public road, Crown road or travelling stock route through the property at any point?
  - (f) Is there any enclosure permit that attaches to the property? If so, please furnish full particulars.
  - (g) Has the vendor or a predecessor in title made an application to close or to purchase a road within the property or any other road which provides access to the property? If so, please advise the status of the application.
- 18. Rural workers accommodation**
- (a) Is there any building situated on the land for the accommodation of rural workers?
  - (b) If so:
    - (i) Have the requirements of the *Rural Workers Accommodation Act 1969* (NSW) and *Work Health and Safety Act 2011* (NSW) been complied with?
    - (ii) Is the vendor aware of any notice, prosecution or proceedings including enforcement proceedings, under the *Rural Workers Accommodation Act 1969* (NSW) and *Work Health and Safety Act 2011* (NSW) that have been instituted or threatened against the vendor or any previous owner of the property?
    - (iii) Does the vendor have planning approval for rural workers accommodation?
- 19. Stock diseases**
- (a) Are there any quarantine or other notices or orders or undertakings relating to stock on the property including stock on agistment or stock not owned by the vendor?  
(*Such as notices or orders made about anthrax, lice, brucellosis or footrot, Ovine Johnes Disease (OJD) or Bovine Johnes Disease (BJD).*)
  - (b) Has any order been made under section 62 of the *Biosecurity Act 2015* (NSW)?
- 20. Pollution**
- (a) Are there any sheep or other stock dips, whether used or disused, on the property? If so, where on the property are they located?
  - (b) Are there any outstanding notices or orders under the *Environmentally Hazardous Chemicals Act 1985* (NSW)?
  - (c) Has the vendor or any tenant, share farmer or previous owner used any chemicals on the property which could give rise to any problems with chemical residues under the *Environmentally Hazardous Chemicals Act 1985* (NSW) or the *Contaminated Land Management Act 1997* (NSW)?
  - (d) Has any Preliminary Investigation Order been made under section 10 or a Management Order been made under section 14 of the *Contaminated Land Management Act 1997* (NSW)? If so, has the land been declared to be significantly contaminated land within the meaning of section 11 of the *Contaminated Land Management Act 1997* (NSW)?
  - (e) Is there, or has there ever been, any underground fuel tank on the property? If so:
    - (i) Where is/was it?
    - (ii) Is it still in use? If not, has it been emptied of fuel and decommissioned?

- (f) Is there or has there been any fuel tank which may have leaked, causing soil pollution? If so, please supply full information about where it is, or was, situated.

**21. Effluent Disposal Systems**

- (a) Is there a septic sewage disposal system on the property? If so, please supply evidence of registration of It with the local council.
- (b) If there is no septic sewage disposal system and there is a house on the property, please supply details of the effluent disposal system used and evidence of registration with the local council.
- (c) Has the local council inspected the septic sewage disposal system? If so, when?
- (d) Please provide copies of any correspondence from the local council in relation to effluent disposal, including as to any septic sewage disposal system on the property.

**22. Resumptions**

Is the vendor aware of any resumption, proposed resumption, proposed purchase or proposed occupation of the property by any public authority? If so, please furnish full particulars at least 14 days prior to completion.

**23. Fixtures**

- (a) Are the fixtures or inclusions in the sale free of encumbrances?
- (b) Any chattels not owned by the vendor or owned by the vendor or any other person and not included in this sale must be removed prior to completion.

**24. Crown land**

- (a) Are there any amounts owing to the Crown for rent or for balance of purchase moneys? If so, please supply full details.
- (b) Is there any application or pending application to the Crown for conversion or purchase from the Crown? If so, please advise the status of the application or pending application.

**25. Pipelines**

Is the vendor aware of any licence, permit or easement for any pipeline over the property, either under the *Pipelines Act 1967* (NSW) or otherwise? If so:

- (a) Please provide copies any licences, permits or easements.
- (b) Are there any monies outstanding under any licences or permits?
- (c) Please advise the location of any licences, permits or easements.

**26. Mining**

- (a) Has the vendor any rights or entitlements, or received any notices, under the:
- (i) Mining Act 1992 (NSW); or
- (ii) Petroleum (Onshore) Act 1991 (NSW)?
- If so, please provide details and provide a copy of any relevant documentation.
- (b) Is the property within a mine subsidence district? If so:
- (i) Has the erection or alteration of any improvement required approval? Please provide a copy.
- (ii) Was the improvement erected or altered in accordance with the terms of the approval?

**27. National Parks and Wildlife**

- (a) Is there any interim protection order in force over any part of the property under section 91B of the *National Parks and Wildlife Act 1974* (NSW)?
- (b) Is there a conservation agreement affecting the property, or any part of it, under section 69B of the *National Parks and Wildlife Act 1974* (NSW)?
- (c) Is there a Wildlife Refuge Agreement in place in respect of the property under section 68 of *National Parks and Wildlife Act 1974* (NSW)? If so, please provide details and provide a copy of any relevant documentation.

**28. Native Vegetation**

- (a) Is the property subject to a Property Vegetation Plan as defined in the *Native Vegetation Act 2003* (NSW) (now repealed) or a private native forestry plan under Part 5C of Schedule 11 to the *Biodiversity Conservation Act 2016* (NSW)? If so, please provide details and provide a copy of any relevant documentation.
- (b) Has the vendor carried out, or caused to be carried out, on the property any clearing of native vegetation? If so:
- (i) Was clearing carried out pursuant to a development consent?
- (ii) If so, was clearing carried out in accordance with the terms and conditions of that consent or plan?

- (iii) Was clearing carried out pursuant to a Property Vegetation Plan approved under the *Native Vegetation Act 2003 (NSW)* (now repealed)?
  - (iv) If not, was clearing carried out in accordance with Part 5A of the *Local Land Services Act 2013 (NSW)*?
  - (v) Has the permitted clearing been completed?
  - (vi) If not, what is the extent of the clearing yet to be completed?
  - (vii) Please provide a copy of any mandatory code compliance certificate that has issued under the *Local Land Services Act 2013 (NSW)*.
  - (viii) Is any part of the property a set-aside area under the provisions of Part 5C of Schedule 11 to the *Biodiversity Conservation Act 2016 (NSW)*? If so, please provide details, including any details entered in a public register.
- (c) Has the Director General made any 'stop work' order under section 37 or given directions for remedial work under section 38 of the *Native Vegetation Act 2003 (NSW)* (now repealed) or the *Biodiversity Conservation Act 2016 (NSW)* in respect of the property?
- (d) Has the vendor, or any previous owner, ever been prosecuted for clearing native vegetation illegally from the property? If so, please provide full details including a copy of any written outcome of such proceedings.

### 29. Threatened Species

- (a) Is the vendor aware of any endangered species, endangered populations, endangered ecological communities, vulnerable species or vulnerable ecological communities as defined in the *Threatened Species Conservation Act 1995 (NSW)* (now repealed) or threatened species or threatened ecological communities as defined in the *Biodiversity Conservation Act 2016 (NSW)* on the property?
- (b) In reference to the *Threatened Species Conservation Act 1995 (NSW)* (now repealed) are there, or has there ever been, as far as the vendor is aware, any of the following relating to the property:
- (i) Critical habitat declared under section 47 and notified on the Register kept by the Director General of the National Parks and Wildlife Service under section 55?
  - (ii) Any recovery plan published under section 67?
  - (iii) Any draft threat abatement plan published under section 84?
  - (iv) Any licence to harm or pick threatened species population or ecological communities or damage habitat, granted under section 91?
- (c) Has there been any species impact statement prepared either for the purposes of the *Threatened Species Conservation Act 1995 (NSW)* (now repealed) in accordance with section 110 or for the purposes of the *Environmental Planning and Assessment Act 1979 (NSW)*?
- (d) Has there been any stop work order made by the Director General under section 91AA or any interim protection order made under Part 6A of the *National Parks and Wildlife Act 1974 (NSW)*?
- (e) Has any part of the property been declared an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016 (NSW)*?

If the answer is yes to any of the questions above, please supply full details.

### 30. Native Title

- (a) Is the vendor aware of any Native Title claim lodged under the *Native Title Act 1993 (Cth)*, or acts validated under the *Native Title (New South Wales) Act 1994 (NSW)*?
- (b) If so, has the vendor filed an interest to be involved in the determination of such claim under either the Commonwealth or NSW legislation?
- (c) If the land is a lease from the Crown, has the use purpose of the lease been altered since 1 January 1994 or is it in the process of being altered? If so, please provide a copy of the undertaking from the Crown not to seek from the lessee any reimbursement of compensation payable by the Crown to Native Title holders.

### 31. Aboriginal Sites

- (a) Has the vendor or any predecessor in title entered into a voluntary or compulsory conservation agreement concerning Aboriginal sites or relics? If so, please provide a copy of that agreement/s.
- (b) Is the vendor aware of any Aboriginal places, objects, artefacts or relics on any part of the property? If so, where are they located?

### 32. Environment

- (a) Has the vendor undertaken any activity that constitutes a 'controlled action' under the *Environment Protection and Biodiversity Conservation Act 1999 (Cth)*? If so, please provide details.
- (b) Has the vendor received any order or direction, or given any undertaking, under the *Biosecurity Act 2015 (NSW)*? If so, please provide details.

- (c) Are there any registered or unregistered conservation agreements under the *Biodiversity Conservation Act 2016* (NSW) affecting the property (such as Biodiversity Stewardship Agreements, Conservation Agreements and Wildlife Refuge Agreements)?
- (d) Are there any registered or unregistered conservation agreements not covered by the *Biodiversity Conservation Act 2016* (NSW)?

**33. Foreign resident capital gains withholding measure**

- (a) Is the transaction an excluded transaction within the meaning of section 14-215 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("TA Act")?
- (b) If not attached to the contract, does the vendor hold or has the vendor applied for a clearance certificate within the meaning of section 14-220 of Schedule 1 to the TA Act?
- (c) If not attached to the contract, does the vendor hold or has the vendor applied for a variation made under section 14-235 of Schedule 1 to the TA Act?

**34. Agreements or disagreements affecting the property**

- (a) Has the vendor or any predecessor in title entered into any agreements not otherwise referred to in these requisitions, with anyone else affecting the property? If so, please provide details and provide a copy of any relevant documentation.
- (b) Are there any legal proceedings threatened, pending or not concluded that involve the property in any way?

**35. Completion**

- (a) If the vendor has or is entitled to have possession of the title deeds, any Certificate Authentication Code must be provided seven days prior to completion.
- (b) Please list any documents to be handed over on completion in addition to the certificate of title, transfer and any discharge of mortgage.
- (c) If applicable, has the vendor submitted a Request for CoRD Holder consent to the outgoing mortgagee?
- (d) Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.



FOLIO: 720/568308

SEARCH DATE	TIME	EDITION NO	DATE
15/10/2024	6:45 AM	-	-

VOL 12418 FOL 1 IS THE CURRENT CERTIFICATE OF TITLE

LAND

LOT 720 IN DEPOSITED PLAN 568308  
AT GLENKEN  
LOCAL GOVERNMENT AREA SNOWY VALLEYS  
PARISH OF GLENKEN COUNTY OF SELWYN  
TITLE DIAGRAM DP568308

FIRST SCHEDULE

LEONARD JOHN O'HALLORAN (T N882344)

SECOND SCHEDULE (1 NOTIFICATION)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)

NOTATIONS

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

UNREGISTERED DEALINGS: NIL

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



FOLIO: 371/520579

SEARCH DATE	TIME	EDITION NO	DATE
15/10/2024	6:45 AM	1	19/9/1990

LAND

LOT 371 IN DEPOSITED PLAN 520579  
LOCAL GOVERNMENT AREA SNOWY VALLEYS  
PARISH OF GLENKEN COUNTY OF SELWYN  
TITLE DIAGRAM DP520579

FIRST SCHEDULE

LEONARD JOHN O'HALLORAN (TA Z214711)

SECOND SCHEDULE (1 NOTIFICATION)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)

NOTATIONS

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

UNREGISTERED DEALINGS: NIL

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

D.P.568308

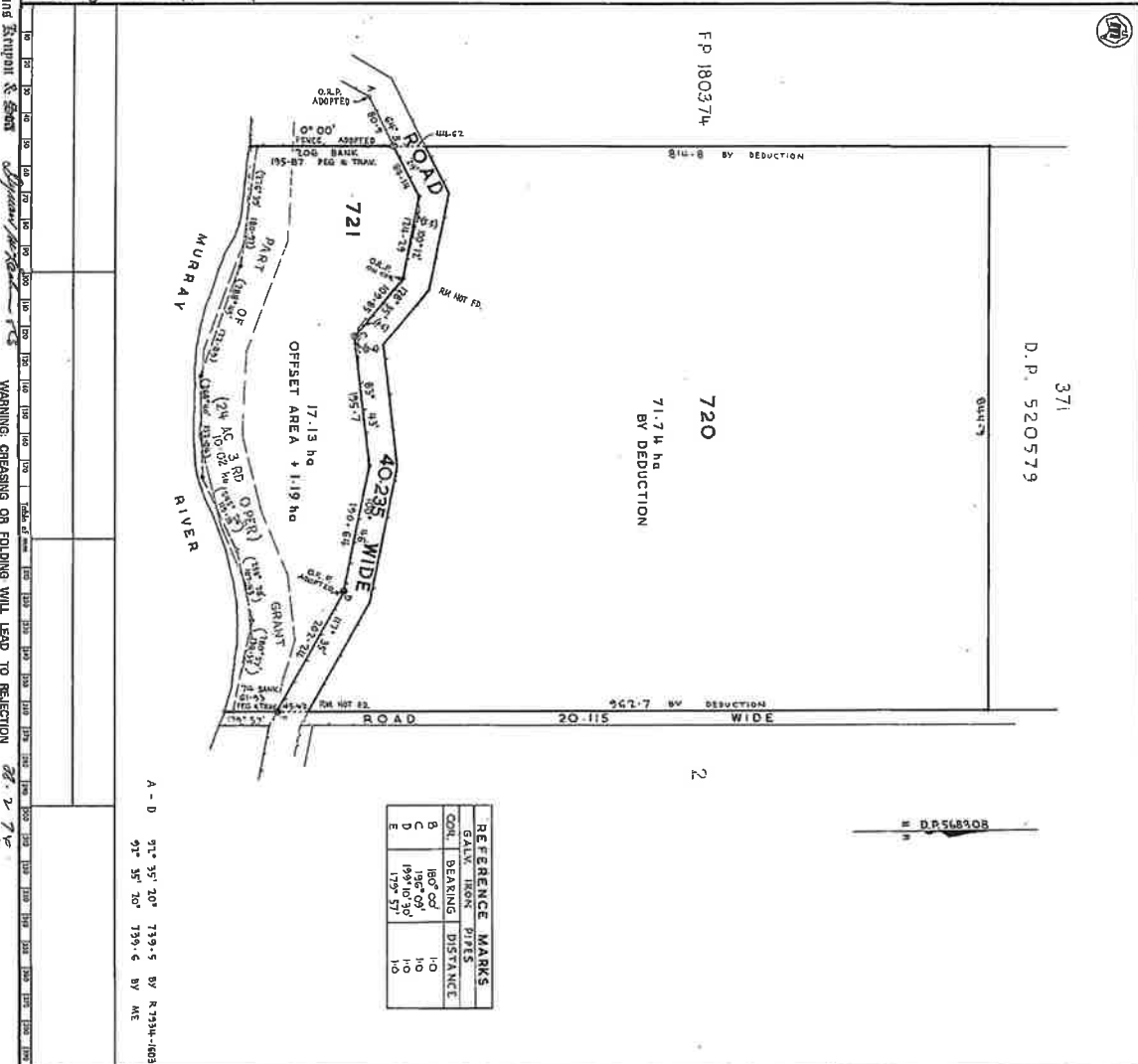
PLAN FORM 2

Shaded and hatched only.

*John J. King*

1. This plan is prepared in accordance with the provisions of the Land Acquisition Act 1988 and the provisions of the Land Acquisition (Application of Principles) Act 1988. It is a plan of a portion of the land described in the instrument of acquisition and is intended to show the boundaries of the land to be acquired and the boundaries of the land to be retained. It is a plan of a portion of the land described in the instrument of acquisition and is intended to show the boundaries of the land to be acquired and the boundaries of the land to be retained.

2. This plan is prepared in accordance with the provisions of the Land Acquisition Act 1988 and the provisions of the Land Acquisition (Application of Principles) Act 1988. It is a plan of a portion of the land described in the instrument of acquisition and is intended to show the boundaries of the land to be acquired and the boundaries of the land to be retained. It is a plan of a portion of the land described in the instrument of acquisition and is intended to show the boundaries of the land to be acquired and the boundaries of the River.



REFERENCE MARKS	BEARING	DISTANCE
2	193° 02' 39"	1.0
D	179° 57'	1.0
E		1.0

A - D 91° 35' 10" 739.5 BY R.734-483  
 91° 35' 10" 739.6 BY A/E

**D.P.568308**

Registration No. **M.104-1914**  
 CALL# 174 OF 31-1-1974  
 TUSSELMAN, TORRENS  
 REGIONAL SUBDIVISION  
 PARISH: PARISH #

PLAN OF SUBDIVISION OF  
 LOT 371, IN D.P. 520579  
 BEING THE LAND IN CTN VOLUME  
 10359 FOLD 51

Plan No. **DP 520579**

Reduction Ratio: 1:4000  
 Lengths in metres

State: **TERRACEWAY**  
 Locality: **GLENKEN**  
 Parish: **GLENKEN**  
 County: **SELWYN**

INTENTION OF MURRAY RIVER  
 ACCEPTED BY SPRAWNSHAW SUBDIVISION  
 SURVIVORS AGREED A.P. 3880

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



1. Bruce Richard Dwyer, Registrar General for New South Wales, certifies that this map is a photograph made on a permanent record of a document in my custody this 25th day of January, 1977.



D.P.568308



# Planning Certificate

---

Pursuant to section 10.7 of the *Environmental Planning and Assessment Act 1979*.

**To:** Infotrack Pty Ltd  
GPO Box 4029  
SYDNEY NSW 2001

**Your Ref:** 244610

**Fees Paid:** \$69.02  
**Receipt Number:**

**Date of Issue:** 21/10/2024

---

**Certificate Number:** PL2024/0424

**This certificate relates to:** 2208 River Road OURNIE NSW 2640

**Legal Description:** Lot 371 DP 520579  
Lot 720 DP 568308

**Assessment No:** 11000361

**Advice on this certificate:** Advice is provided under section 10.7(2): See Items 1-22

## **IMPORTANT: Please read this certificate carefully.**

This certificate contains important information regarding the land as listed above. The information provided in this certificate is in accordance with data held by Council in its Geospatial Information System (GIS) and also Tech One Operating System.

Please check for any items which could be inconsistent with the proposed use or development of the land and notify Council immediately should this be the case. If there is anything in this certificate that you do not understand please contact Council on 1300275782 or alternatively by email at [info@svc.nsw.gov.au](mailto:info@svc.nsw.gov.au).

The information provided in this certificate relates only to the land described above. If you require information regarding adjacent or nearby land or further information regarding Councils Planning and Development Policies for the general area, please contact Council.

All information is considered to be correct as at 15/10/2024 the date of the certificate. However, it is possible that changes may have occurred since this certificate was issued. If in doubt it is suggested that you apply for another certificate.

Planning and mapping information can also be sourced from the NSW Planning Portal ([www.planningportal.nsw.gov.au](http://www.planningportal.nsw.gov.au)) and clicking on the "Find a Property" icon.



**Leading, Engaging and  
Supporting Strong and  
Vibrant Communities**

P: 1300 ASK SVC (1300 275 782)

Tumut Office  
76 Capper Street  
Tumut NSW 2720

Tumbarumba Office  
Bridge Street  
Tumbarumba NSW 2653

E: [info@svc.nsw.gov.au](mailto:info@svc.nsw.gov.au) [www.svc.nsw.gov.au](http://www.svc.nsw.gov.au)



Form 1

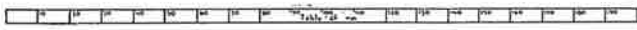
D 520218

OFFICE USE ONLY.

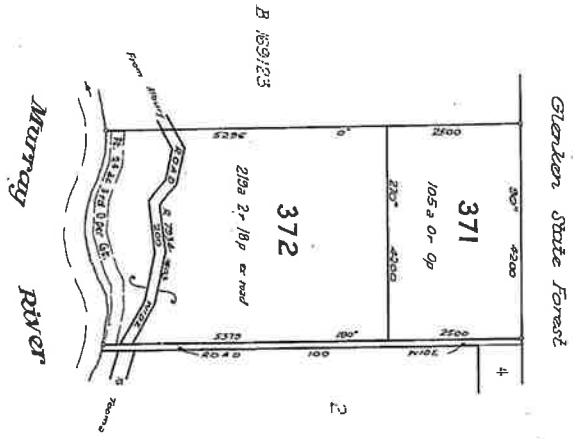
**PLAN OF Subdivision of the land in Certificate of Title Volume 6543 Folio 113 being part of Barton ST**

Memorandum of Reference: Tumbarumba  
 Town or Locality: Glenker  
 Parish: Selwyn  
 County: Selwyn

D.P. 520579  
 Registered Plan: 520579  
 CAL 5/66 of 4-1-65.  
 This System: Forfeiture  
 Purpose: Subdivision  
 Ref. Map: Plan 1117166  
 Lot Plan: Plan 1117166



WARNING. Plan Drawing only to appear in this space.



WARNING. Plan Drawing only to appear in this space.

Signature, Seal and Statement of Intention to dedicate public roads or public reserves or create easements, easements or restrictions to be shown.

I, the Registrar-General, do hereby certify that the plan is a true and correct copy of the plan as shown to me by the Registrar-General.

Subdivision No. 5786  
 Date of Registration: 1988  
 Registrar-General  
 NSW 1579

1117166  
 SURVEYORS REFERENCE: 1117166

I, Jack Howard Watson, Registrar-General for New South Wales, certify that this register is a photograph made as a permanent record of a document in my custody this 27th day of April, 1976.

*Jack Howard Watson*

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

LINKS	HECTARES
100	20.117
200	40.234
300	60.351
400	80.468
500	100.585
600	120.702
700	140.819
800	160.936
900	181.053
1000	201.170
AC RD P	HA
29 5 -	10.02
108 -	42.49
219 2- 18.	88.07

---

## Part 1:

### ADVICE PROVIDED UNDER SECTION 10.7(2)

*Attention: The explanatory notes appearing in italic print within Part 1 are provided to assist in understanding, but do not form part of the advice provided under section 10.7(2).*

#### 1 NAMES OF RELEVANT PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS

- (1) *The name of each environmental planning instrument and development control plan that applies to the carrying out of development on the land.*

##### State Environmental Planning Policies

*State Environmental Planning Policy (Biodiversity and Conservation) 2021: Allowable Clearing Area  
State Environmental Planning Policy (Biodiversity and Conservation) 2021: Land Application  
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008: Land Application  
State Environmental Planning Policy (Housing) 2021: Land Application  
State Environmental Planning Policy (Industry and Employment) 2021: Land Application  
State Environmental Planning Policy (Planning Systems) 2021: Land Application  
State Environmental Planning Policy (Primary Production) 2021: Land Application  
State Environmental Planning Policy (Resilience and Hazards) 2021: Land Application  
State Environmental Planning Policy (Resources and Energy) 2021: Land Application  
State Environmental Planning Policy (Sustainable Buildings) 2022: Land Application  
State Environmental Planning Policy (Transport and Infrastructure) 2021: Land Application*

##### Local Environmental Plans

*Tumbarumba Local Environmental Plan 2010*

##### Development Control Plans

*Snowy Valleys Development Control Plan 2024*

- (2) *The name of each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land.*

##### Proposed Environmental Planning Instrument

##### Draft State Environmental Planning Policies

Refer directly to NSW Planning and Environment website ([www.planning.nsw.gov.au](http://www.planning.nsw.gov.au)).

##### Draft Local Environmental Plans

Nil

##### Draft Development Control Plan

Nil

- (3) *Subsection (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if—*
- (a) *it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or*
  - (b) *for a proposed environmental planning instrument—the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.*

(4) *In this section—*

*proposed environmental planning instrument means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.*

## 2 ZONING AND LAND USE UNDER RELEVANT PLANNING INSTRUMENTS

*The following matters for each environmental planning instrument or draft environmental planning instrument that includes the land in a zone, however described—*

(a) *the identity of the zone, whether by reference to—*

- (i) *a name, such as “Residential Zone” or “Heritage Area”, or*
- (ii) *a number, such as “Zone No 2 (a)”,*

### ZONE RU1 – PRIMARY PRODUCTION

(b) *the purposes for which development in the zone—*

- (i) *may be carried out without development consent, and*
- (ii) *may not be carried out except with development consent, and*
- (iii) *is prohibited,*

For each local environmental plan and draft local environmental plan applying to the land	
WHAT IS THE NAME OF THE ZONE?	RU1 – PRIMARY PRODUCTION
What development can be carried out without development consent?	Environmental protection works; Extensive agriculture; Home occupations; Horticulture; Waterbodies (artificial)
What development cannot be carried out unless development consent has been obtained?	Camping grounds; Caravan parks; Dwelling houses; Extractive industries; Farm buildings; Intensive livestock agriculture; Intensive plant agriculture; Open cut mining; Roads; Roadside stalls; Any other development not specified in the above box or the below box.
What development is prohibited?	Amusement centres; Attached dwellings; Boarding houses; Boat building and repair facilities; Bulky goods premises; Business premises; Child care centres; Eco-tourist facilities; Entertainment facilities; Exhibition homes; Exhibition villages; Food and drink premises; Garden centres; Hardware and building supplies; Health services facilities; Heavy industrial storage establishments; Hostels; Hotel or motel accommodation; Industrial retail outlets; Industrial training facilities; Industries; Kiosks; Multi dwelling housing; Office premises; Recreation facilities (indoor); Registered clubs; Residential flat buildings; Respite day care centres; Restricted premises; Semi-detached dwellings; Seniors housing; Service stations; Serviced apartments; Sex services premises; Shop top housing; Shops; Storage premises; Timber yards; Vehicle body repair workshops; Vehicle repair stations; Vehicle sales or hire premises; Warehouse or distribution centres; Wharf or boating facilities; Wholesale supplies

(c) *whether additional permitted uses apply to the land,*

There **IS NOT** an additional permitted use applying to the land.

- (d) *whether development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions,*

There **IS** a development standard applying to the land fix minimum land dimensions for the erection of a dwelling house on the land.

**YES, MINIMUM LOT SIZE OF 40HA**

- (e) *whether the land is in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016,*

The land **IS NOT** within an area of outstanding biodiversity value.

- (f) *whether the land is in a conservation area, however described,*

The land **IS NOT** within a conservation area.

- (g) *whether an item of environmental heritage, however described, is located on the land.*

There **IS NOT** an item of environmental heritage located on the land,

**3 CONTRIBUTIONS PLANS**

- (1) *The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.*

*Note: There are also Developer Servicing Plans that may apply to the land that include water, sewer and stormwater contributions.*

- (2) *If the land is in a special contributions area under the Act, Division 7.1, the name of the area.*

**4 COMPLYING DEVELOPMENT**

- (1) *If the land is land on which complying development may be carried out under each of the complying development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.*

- (2) *If complying development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.*

- (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) *a restriction applies to the land, but it may not apply to all of the land, and*  
(b) *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.*

- (4) *If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.*

**Housing Code:**

Complying development under the Housing Code **MAY NOT** be carried out on the land as the Inland Code applies.

**Rural Housing Code:**

Complying development under the Rural Housing Code **MAY NOT** be carried out on the land as the Inland Code applies.

---

**Housing Alterations Code:**

Complying development under the Housing Alterations Code **MAY** be carried out on the land.

**Low Rise Housing Diversity Code:**

Complying development under the Low Rise Housing Diversity Code **MAY NOT** be carried out on the land.

**Greenfield Housing Code:**

Complying development under the Greenfield Housing Code **MAY NOT** be carried out on the land.

**Inland Code:**

Complying development under the Inland Code **MAY** be carried out on the land.

**General Development Code:**

Complying development under the General Development Code **MAY** be carried out on the land.

**Industrial and Business Alterations Code**

Complying development under the Industrial and Business Alterations Code **MAY** be carried out on the land.

**Industrial and Business Buildings Code:**

Complying development under the Industrial and Business Code **MAY NOT** be carried out on the land.

**Subdivision Code:**

Complying development under the Subdivision Code **MAY NOT** be carried out on the land.

**Demolition Code:**

Complying development under the Demolition Code **MAY** be carried out on the land.

**Fire Safety Code:**

Complying development under the Fire Safety Code **MAY** be carried out on the land.

**Container Recycling Facilities Code:**

Complying development under the Container Recycling Facilities Code **MAY NOT** be carried out on the land.

**5 EXEMPT DEVELOPMENT**

- (1) *If the land is land on which exempt development may be carried out under each of the exempt development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.*
- (2) *If exempt development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.*
- (3) *If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that—*
  - (a) *a restriction applies to the land, but it may not apply to all of the land, and*
  - (b) *the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.*

(4) *If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.*

Exempt development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* **MAY** be carried out on the land.

## **6 AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS**

(1) *Whether the council is aware that—*

- (a) *an affected building notice is in force in relation to the land, or*
- (b) *a building product rectification order is in force in relation to the land that has not been fully complied with, or*
- (c) *a notice of intention to make a building product rectification order given in relation to the land is outstanding.*

(2) *In this section—*

**affected building notice** has the same meaning as in the *Building Products (Safety) Act 2017, Part 4.*  
**building product rectification order** has the same meaning as in the *Building Products (Safety) Act 2017.*

Council **IS NOT** aware of any notice or order under the *Building Products (Safety) Act 2017.*

## **7 LAND RESERVED FOR ACQUISITION**

*Whether an environmental planning instrument or proposed environmental planning instrument referred to in section 1 makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15.*

The land **IS NOT** identified in an environmental planning instrument or proposed environmental planning instrument for acquisition by an authority of the State.

## **8 ROAD WIDENING AND ROAD REALIGNMENT**

*Whether the land is affected by road widening or road realignment under—*

- (a) *the Roads Act 1993, Part 3, Division 2, or*
- (b) *an environmental planning instrument, or*
- (c) *a resolution of the council.*

The land **IS NOT** affected any proposed road widening or road realignment.

## **9 FLOOD RELATED DEVELOPMENT CONTROLS**

(1) *If the land or part of the land is within the flood planning area and subject to flood related development controls.*

The land **IS NOT** within the flood planning area and subject to flood related development controls.

(2) *If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.*

**Note:** Council does not possess any flood mapping that includes the "probable maximum flood" level. Should you have any specific flood related question, please contact Council.

(3) *In this section—*

**flood planning area** has the same meaning as in the Flood Risk Management Manual.

**Flood Risk Management Manual** means the Flood Risk Management Manual, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023

**probable maximum flood** has the same meaning as in the Flood Risk Management Manual.

## 10 COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

(1) *Whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.*

(2) *In this section—*

**adopted policy** means a policy adopted—

(a) *by the council, or*

(b) *by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.*

There is **NO** adopted policy applicable to the land.

## 11 BUSH FIRE PRONE LAND

(1) *If any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bush fire prone land.*

(2) *If none of the land is bush fire prone land, a statement to that effect.*

**ALL** of the land is bush fire prone land.

## 12 LOOSE-FILL ASBESTOS INSULATION

*If the land includes residential premises, within the meaning of the Home Building Act 1989, Part 8, Division 1A, that are listed on the Register kept under that Division, a statement to that effect.*

Council **HAS NO** record of the premises been listed on the Register.

## 13 MINE SUBSIDENCE

*Whether the land is declared to be a mine subsidence district, within the meaning of the Coal Mine Subsidence Compensation Act 2017.*

The land is **NOT** within a mine subsidence district.

## 14 PAPER SUBDIVISION INFORMATION

(1) *The name of a development plan adopted by a relevant authority that—*

(a) *applies to the land, or*

(b) *is proposed to be subject to a ballot.*

(2) *The date of a subdivision order that applies to the land.*

(3) *Words and expressions used in this section have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7.*

Council **HAS NO RECORD** of a development plan.



---

## 15 PROPERTY VEGETATION PLANS

*If the land is land in relation to which a property vegetation plan is approved and in force under the Native Vegetation Act 2003, Part 4 (as amended), 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.*

Council **HAS NO** record of a Property Vegetation Plan on the land.

## 16 BIODIVERSITY STEWARDSHIP SITES

*If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under the Biodiversity Conservation Act 2016, Part 5, a statement to that effect, but only if the council has been notified of the existence of the agreement by the Biodiversity Conservation Trust.*

Note—

*Biodiversity stewardship agreements include biobanking agreements under the Threatened Species Conservation Act 1995, Part 7A that are taken to be biodiversity stewardship agreements under the Biodiversity Conservation Act 2016, Part 5.*

Council **HAS NO** record of a biodiversity stewardship site on the land.

## 17 BIODIVERSITY CERTIFIED LAND

*If the land is biodiversity certified land under the Biodiversity Conservation Act 2016, Part 8, a statement to that effect.*

Note—

*Biodiversity certified land includes land certified under the Threatened Species Conservation Act 1995, Part 7AA that is taken to be certified under the Biodiversity Conservation Act 2016, Part 8.*

Council **HAS NO** record of the land been biodiversity certified land under the *Biodiversity Conservation Act 2016*.

## 18 ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006

*Whether an order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land, but only if the council has been notified of the order.*

Council **HAS NO** record of an Order.

## 19 ANNUAL CHARGES UNDER LOCAL GOVERNMENT ACT 1993 FOR COASTAL PROTECTION SERVICES THAT RELATE TO EXISTING COASTAL PROTECTION WORKS

(1) *If the Coastal Management Act 2016 applies to the council, whether the owner, or a previous owner, of the land has given written consent to the land being subject to annual charges under the Local Government Act 1993, section 496B, for coastal protection services that relate to existing coastal protection works.*

(2) *In this section—*

**existing coastal protection works** has the same meaning as in the Local Government Act 1993, section 553B.

Note—

*Existing coastal protection works are works to reduce the impact of coastal hazards on land, such as seawalls, revetments, groynes and beach nourishment, that existed before 1 January 2011.*

**NOT APPLICABLE**

---

## 20 STATE ENVIRONMENTAL PLANNING POLICY (PRECINCTS—WESTERN PARKLAND CITY) 2021

Whether under *State Environmental Planning Policy (Precincts – Western Parkland City) 2021* the land is—

- (a) in an ANEF or ANEC contour of 20 or greater, as referred to in that Policy, clause 19, or
- (b) shown on the *Lighting Intensity and Wind Shear Map*, or
- (c) shown on the *Obstacle Limitation Surface Map*, or
- (d) in the “public safety area” on the *Public Safety Area Map*, or
- (e) in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the *Wildlife Buffer Zone Map*.

**NOT APPLICABLE**

## 21 DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING

If *State Environmental Planning Policy (Housing) 2021*, Chapter 3, Part 5 applies to the land, any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in that Policy, clause 88(2).

**NO DEVELOPMENT CONSENT HAS BEEN GRANTED.**

## 22 SITE COMPATIBILITY CERTIFICATES AND DEVELOPMENT CONSENT CONDITIONS FOR AFFORDABLE RENTAL HOUSING

- (1) Whether there is a current site compatibility certificate under [State Environmental Planning Policy \(Housing\) 2021](#), or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land and, if there is a certificate—
  - (a) the period for which the certificate is current, and
  - (b) that a copy may be obtained from the Department.
- (2) If [State Environmental Planning Policy \(Housing\) 2021](#), Chapter 2, Part 2, Division 1 or 5 applies to the land, any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, clause 21(1) or 40(1).
- (3) Any conditions of a development consent in relation to land that are of a kind referred to in [State Environmental Planning Policy \(Affordable Rental Housing\) 2009](#), clause 17(1) or 38(1).
- (4) In this section—  
**former site compatibility certificate** means a site compatibility certificate issued under [State Environmental Planning Policy \(Affordable Rental Housing\) 2009](#).

Council has **NO** record of a current or former site compatibility certificate.

There is **NO** development consent applying to the land with respect to *State Environmental Planning Policy (Housing) 2021*.

There is **NO** development consent applying to the land with respect to *State Environmental Planning Policy (Affordable Rental Housing) 2009*.

## 23 WATER OR SEWERAGE SERVICES

If water or sewerage services are, or are to be, provided to the land under the [Water Industry Competition Act 2006](#), a statement to that effect.

Note—

A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the [Water Industry Competition Act 2006](#), a contract for the service will be deemed to have been entered into between the licensee and the owner of the land.

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A register relating to approvals and licences necessary for the provision of water or sewerage services under the [Water Industry Competition Act 2006](#) is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property.

Outstanding charges for water or sewerage services provided under the [Water Industry Competition Act 2006](#) become the responsibility of the purchaser.

There are **NO** water or sewer services provided to the land under the *Water Industry Competition Act 2006*.



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**For General Manager**

Any request for further information in connection with the above should be marked to the attention of:

Mark Kirton – Co ordinator – Growth & Development  
Telephone Number: 1300 275782  
Email: [info@svc.nsw.gov.au](mailto:info@svc.nsw.gov.au)

File No. 11000361



21 October 2024

Infotrack Pty Ltd  
GPO Box 4029  
SYDNEY NSW 2001

Dear Sir/Madam,

**Re:** ENG2024/0238, Drainage Diagram

**Premises:** Lot 371 DP 520579, Lot 720 DP 568308, 2208 River Road OURNIE NSW 2640

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In reference to your application of 15 October 2024 requesting a Sewer Diagram for Lot 371 DP 520579, Lot 720 DP 568308, 2208 River Road OURNIE NSW 2640, Council advises that there is no Council sewerage infrastructure and/or diagram available for the subject Lot.

Yours faithfully,

A handwritten signature in black ink that reads "Mark Kirton".

**Signature:**

**Name**

\_\_\_\_\_  
**Mark Kirton**  
**COORDINATOR – GROWTH & DEVELOPMENT**

**Phone:** 1300 275782

**Email:** [info@svc.nsw.gov.au](mailto:info@svc.nsw.gov.au)



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**P: 1300 ASK SVC (1300 275 782)**

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76 Capper Street  
Tumut NSW 2720

**Tumbarumba Office**  
Bridge Street  
Tumbarumba NSW 2653

**E: [info@svc.nsw.gov.au](mailto:info@svc.nsw.gov.au) [www.svc.nsw.gov.au](http://www.svc.nsw.gov.au)**

File No. 11000361



21 October 2024

Infotrack Pty Ltd  
GPO Box 4029  
SYDNEY NSW 2001

Dear Sir/Madam,

**Re:** ENG2024/0238, Drainage Diagram

**Premises:** Lot 371 DP 520579, Lot 720 DP 568308, 2208 River Road OURNIE NSW 2640

In reference to your application of 15 October 2024 requesting a Sewer Diagram for Lot 371 DP 520579, Lot 720 DP 568308, 2208 River Road OURNIE NSW 2640, Council advises that there is no Council sewerage infrastructure and/or diagram available for the subject Lot.

Yours faithfully,

A handwritten signature in black ink that reads "Mark Kirton".

**Signature:**

**Name**

Mark Kirton  
COORDINATOR – GROWTH & DEVELOPMENT

**Phone:**

1300 275782

**Email:**

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Account Number	659558	<b>ADDRESS FOR PAYMENTS</b>
Issue Date	23rd October 2024	<b>PO Box 2155</b>
Search Date	1st November 2024	<b>Dangar NSW 2309</b>
Search ID	3299520	
Issued To	Infotrack Pty Ltd - Sydney	

### Holding Details

Holding	Enclosure Permit 659558 (Holding is now Current)
Registered Holder(s)	Leonard John O'Halloran
Area	10.64ha
Purpose(s)	road enclosure
Land	N/A
Text Description	Road through Lot 1 DP 504457; west of Lot 1 DP 201659, Lot A and Lot C DP 181352; east of Lot 371 DP 520579, Lot 720 Lot 721 DP 568308 and Closed road Vol 1596 Fol 56

### Financial details

**Total amount required to complete payment of all amounts as at 1st November 2024 is \$0.00**

Annual Payment Rent	\$601.00 (GST not applicable) for the period 3 September 2024 to 2 September 2025
Adjusted Annual Payment - Rent (Annual Rent Payment less any rebates/waivers applied)	\$295.00 (GST not applicable)
Payment Dates	Rent is payable annually in advance on 3 September each year.
Current Payments Outstanding as at 1st November 2024	\$0.00
Fines/Interest Not Yet Due	\$0.00
Less amount at Credit	\$0.00
<b>Total as at 1st November 2024</b>	<b>\$0.00CR</b>

**Please Note:**

- \* The figures quoted on this statement are applicable only between 23 Oct 2024 and 02 Sep 2025, provided no payments or adjustments are processed before the latter date. An updated Statement of Account will be required if there is any change to the account or for dates after 02 Sep 2025.
- \* Interest for late payment, currently at the rate of 12.38% per year, is charged from the due date to the date of payment, on all amounts not received within 28 days of becoming due.
- \* The current holder is receiving a rental rebate/waiver.
- \* This rebate/waiver may not continue to be in force in the future. Actual market/base rent will be payable on transfer.

**\* In the event of a transfer the purchaser will be responsible for payment of all amounts owing (including arrears).**  
**\* Rent payable for this Enclosure Permit is not subject to GST. However, GST may be payable on other services provided in relation to this holding.**

## Crown land conveyancing searches

### What information does a Crown land conveyancing search provide?

A Crown land conveyancing search will disclose the following information about Crown land tenures at a given date:

- Crown tenure type and status
- registered holders
- lot and DP (deposited plans) identifiers
- primary due date
- annual gross rental
- current amount due (only available where the debt transfers with the land).

### What is a tenure?

Crown tenure is a term used to describe any lease, licence (including permissive occupancies), incomplete purchase or enclosure permit administered under the *Crown Land Management Act 2016* (the Act).

### Why is a search necessary?

When purchasing a property, especially waterfront land or rural properties adjacent to Crown land or Crown roads, or land that is subject to a Crown tenure, it is important to undertake a Crown land conveyancing search to determine the details of the Crown tenure the land is subject to or that attach to/or are associated with the property being transferred.

### What is the application process for a conveyancing search?

A Crown land conveyancing search application form is available from the website of the NSW Department of Planning, Industry & Environment – Crown Lands (the department), [www.industry.nsw.gov.au/lands](http://www.industry.nsw.gov.au/lands). The application form must be lodged with the department with the relevant fee and all mandatory fields must be completed. The application fee for conveyancing searches changes on 1 July each year. Please ensure you visit the department's website for the current application form and associated fee.

Search results will not be provided unless full payment has been received. Monthly account holders can forward the completed application form directly to [searches@crowland.nsw.gov.au](mailto:searches@crowland.nsw.gov.au).

For information on how to become a monthly account holder, please contact our accounts team [accounts@crowland.nsw.gov.au](mailto:accounts@crowland.nsw.gov.au)

Note: A separate application is required for each individually rateable property.

### Who can apply for a Crown land conveyancing search?

Solicitors, conveyancer and conveyancing agents are able to apply for a conveyancing search.

A valid reason for conducting the search must be provided on the application form and may include the sale or purchase of land. Other reasons for a search must be specified on the application form and an assessment will be made on receipt of the application as to whether the search will be conducted on those grounds.



### What is an enclosure permit?

An enclosure permit (EP) is an authorisation issued by the department to an owner of an adjoining property and allows the Crown road to be:

- used for the grazing of stock
- fenced into the owner's private land.

An EP does not give a person ownership of the Crown road or allow them to restrict access along the Crown road.

When a property enclosing a Crown road is sold, the EP remains in force and the new owner/s of the land are liable for payment of the rent, including any arrears of rent and interest.

### What is a Crown land licence?

A licence is an authority granted by the department under the Act, which by law, gives permission to occupy and use Crown land for a specified purpose/s. These include waterfront structures, grazing, water supply and access and many more. Licences are subject to conditions that are set out in the licence agreement with additional special conditions included relative to the purpose of the licence and specific environmental outcomes.

There are various ways to transfer or obtain a new licence. Information and the applicable forms will be issued with a conveyancing search. All applications for licences of Crown land are considered on their individual merits and, until approved, no guarantees can be given that an application will ultimately be successful.

### What is an automatically transferable licence?

Licences that provide a benefit to associated freehold or leasehold land are automatically transferred as at the date of transfer of the associated land.

Examples of these licences include some domestic waterfront facilities, water supply and access facilities, access tracks or encroachments. It is at the discretion of the department to determine if a licence provides a benefit to freehold or leasehold land.

The purchaser of freehold or leasehold land (the transferee) will become liable for any rent, fees, or other amounts related to the licence, including any arrears, from the date of transfer of the associated freehold or leasehold land. Conveyancing agents must undertake adjustments at settlement for licences that automatically transfer.

If a security deposit exists on the licence account, the security will be returned to the prior holder subject to compliance with terms and conditions of the licence. A replacement security may then be requested from the transferee.

Conveyancing search results will specify whether a licence automatically transfers or otherwise.

Upon transfer of the associated freehold or leasehold land, it is the responsibility of the transferee to notify the department within 28 days. Notification should be provided via the *Automatic Transfer—Notification of Transfer* form, available from [industry.nsw.gov.au/lands/use/licences](http://industry.nsw.gov.au/lands/use/licences).

If the current licence holder does not consent to the transfer of the licence, a request to terminate the licence must be submitted via the *Licence: Termination Statutory Declaration* form, available from [industry.nsw.gov.au/lands/use/licences](http://industry.nsw.gov.au/lands/use/licences). The termination must be approved by the department **prior** to the transfer of associated freehold or leasehold land, otherwise the licence will automatically transfer.

A request for termination should be submitted in a timely manner to enable the department to assess the request prior to the associated freehold or leasehold land transferring.

### What licences do not automatically transfer?

A licence will not automatically transfer in the following circumstances:

- The licence does not provide a benefit to freehold or leasehold land.
- The licence is not held in the exactly the same name as the associated freehold or leasehold land.
- The ownership of associated freehold or leasehold land is being changed by transmission and not a transfer. A transmission may occur where the ownership of the land is transmitted to an executor, beneficiary, mortgagee or other third party.

In these circumstances an application for the revocation of an existing licence and issue of a new licence to the purchaser/s must be submitted to the department. All applications will be considered on their individual merits and no guarantees can be given that an application will be successful.

Adjustments do not need to be made at settlement for licences that do not automatically transfer.

### What is a Western Lands lease?

Western Lands leases (WLL) are granted for a variety of purposes including residence, business, grazing, agriculture, cultivation, conservation and farm tourism. A WLL may have more than one purpose.

The holder of a WLL may not transfer their lease if there is any debt owing to the department. **Any debt must be paid to the department, in full, prior to settlement.**

Minister's consent is required for the transfer of all WLLs, except where Minister's consent has been granted to remove the restriction on dealings from the title.

Rent on rural WLLs is calculated on the total area of all WLLs held by the lease holder and also takes into account the use of the land.

Rent is due on 1 July annually and is payable in advance.

### What is a perpetual lease?

A perpetual lease is a form of tenure held over Crown land authorising the occupation and usage of the land. The holder of a perpetual lease may not transfer their lease if there is any debt owing to the department. **Any debt must be paid to the department, in full, prior to settlement.**

In most cases, the consent of the Minister for Lands and Forestry is required to transfer these types of Crown tenures. Upon transfer the purchaser becomes responsible for payment of annual rental and compliance with any lease conditions.

Perpetual leaseholders may be eligible to purchase the land associated with their lease. Interested leaseholders should contact the department for further information.

### What is an incomplete purchase?

An incomplete purchase is a former lease that is in the process of being purchased.

The holder of an incomplete purchase may not transfer their incomplete purchase if the annual instalments are in arrears. **Any debt must be paid to the department, in full, prior to settlement.**

The Act requires that when an incomplete purchase is transferred, the balance of purchase monies must be paid within three months from the date of settlement. Schedule 4 Division 3 Section 24(5) of the Act lists the exceptions to the requirement for payment of the purchase monies upon transfer.

### What are the border fence maintenance rates?

Land holders in the Western Division with lands totalling at least 1,000 ha are charged annual border fence maintenance rates.

These rates apply to all tenures including Western Lands leases, freehold, Crown leases, licences and other occupations. Rates are determined by the Border Fence Maintenance Board and are due annually on 1 January.

As the border fence maintenance rates apply to the land, all rates including arrears must be paid in full prior to the transfer of freehold or leasehold land to which these rates apply.

### When is minister's consent required?

Some leases, including perpetual leases, Western Lands leases and general leases, may have restrictions on dealings that prevent NSW Land Registry Service from recording a transfer of an affected title until minister's consent has been granted. Some general leases may also have restrictions on mortgage and sub-leasing.

The relevant minister's consent application forms will be issued with a conveyancing search.

### More information

- Email: [searches@crowmland.nsw.gov.au](mailto:searches@crowmland.nsw.gov.au)
- Web: [www.industry.nsw.gov.au/lands](http://www.industry.nsw.gov.au/lands)
- Phone: 1300 886 235

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However, because of advances in knowledge, users are reminded of the need to ensure that information upon which they rely is up to date and to check currency of the information with the appropriate officer of the Department of Industry or the user's independent adviser.





Our ref: 13/02386  
Account No: 452550

Phone: 1300 886 235  
[cl.searches@crowmland.nsw.gov.au](mailto:cl.searches@crowmland.nsw.gov.au)

Infotrack Pty Ltd  
GPO Box 4103  
SYDNEY NSW 2001

23 October 2024

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Dear Sir/Madam

**Re: Search Results (Sale of Property) Lot 371 DP 520579, Lot 720 DP 568308 - Your Ref: 147209440 - (Search ID 3299520)**

Your recent Conveyancing Search request has now been investigated. Please find enclosed results;

- Crown tenure report
- Crown tenure diagram
- Crown land Conveyancing Search Information Sheet.

The following information is related to the Crown tenure identified as part of this search.

**This search has identified that the subject land is also subject to Enclosure Permit 659558.**

**\*\*Please note: Commencing from 1 July 2024 changes have been made to the annual rent for Enclosure Permits. Refer to <https://www.crowmland.nsw.gov.au/licences-leases-and-permits/enclosure-permits> for further details.\*\***

When a property enclosing a Crown road is sold, the enclosure permit remains in force and the new owner/s of the land are liable for payment of the enclosure permit rent (including any arrears of rent and interest). The new holder/s must notify the Department, of the transfer by completing the ['Notification of Transfer of Enclosure Permit'](#) online application, within 28 days of the settlement date.

In the case of transfer or sale of only part of the land, any under/over payment of rent will remain with the original permit. A new enclosure permit will be created to cover the subdivided portion and the area and

PO Box 2215, DANGAR NSW 2309

[www.crowmland.nsw.gov.au](http://www.crowmland.nsw.gov.au)

description of the original enclosure permit will be adjusted. Rent on the new enclosure permit will apply from settlement date.

This search has not identified any Crown Reserves related to the searched area.

The Purchaser(s) should also note that the Aboriginal Land Rights Act 1983 (ALRA) provides that the New South Wales Aboriginal Land and Local Aboriginal Land Councils may make claim(s) to claimable Crown land(s). A search of the Land Claim Register can be lodged with the Office of the Registrar ALRA.

[http://www.oralra.nsw.gov.au/pdf/forms/20180822\\_Land\\_Claim\\_Search\\_Request\\_August2018.pdf](http://www.oralra.nsw.gov.au/pdf/forms/20180822_Land_Claim_Search_Request_August2018.pdf)

Customers who receive personal information in response to this request are reminded that they may be subject to the provisions of NSW and/or Commonwealth privacy legislation regarding the storage, use and disclosure of personal information.

A schedule of all application fees is on our website, refer to '[Fee Schedule](#)'. A fee associated with an application will be automatically charged to the account and a notice will be issued in the mail.

Updated tenure account statements and financial details can be provided without a fee, if requested within three months of the date the conveyancing search was completed. If updated financial details are required after this time, a new conveyancing search application and fee must be submitted to the Department and a new search will be executed.

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

Kind Regards

Department of Planning and Environment - Crown Lands, Customer Service and Advice Team