

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Elders Real Estate PO Box 166, GOULBURN NSW 2580	Phone: 02 4821 6000 Fax: 02 4821 8727 Ref: Ray Croker and Louise Elliot - 0427 118 600 and 0419 772 222
co-agent		
vendor	Whittaker Custodians Pty Ltd ACN 099317067 as Trustee for the Whittaker Family Trust Unit 4/11 Birdwood Avenue, Collaroy, NSW 2097	
vendor's solicitor	Robert J McCarthy & Co 88-90 Goulburn Street, Crookwell NSW 2583 PO Box 6, Crookwell NSW 2583	Phone: 02 4832 1055 Email: mail@rjmac.com.au Fax: 02 4832 2194 Ref: TM:LM:13446
date for completion	42nd day after the contract date	(clause 15)
land (address, plan details and title reference)	Clovelly 1185 Golspie Road, Golspie, New South Wales 2580 See schedule of lands attached Folio Identifier 2/249278, 1/525449, 7/753015, 9/753015, 10/753015, 91/753015, 267/753015, 271/753015, 272/753015, 219/753015, 266/753015, 10695-14 & 10695-15 ☒ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☒ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☒ other: Shed with accommodation & garage/workshop facilities, 3 x Stock Yards, Hayshed, 2 x Machinery Shed, 2 Stand Shearing Shed, Silo	
attached copies	☐ documents in the List of Documents as marked or as numbered: ☐ other documents:	

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

inclusions	☐ air conditioning ☒ clothes line ☒ fixed floor coverings ☒ range hood ☒ blinds ☐ curtains ☒ insect screens ☐ solar panels ☒ built-in wardrobes ☐ dishwasher ☒ light fittings ☒ stove ☐ ceiling fans ☐ EV charger ☐ pool equipment ☐ TV antenna ☒ other: 2 x Overhead Shearing Gear, Satellite Dish, Wood Heater & Pallet Racking			
exclusions	Stock, Mobile Plant & Equipment, Tools			
purchaser				
purchaser's solicitor				
price				
deposit				
balance				
contract date				

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."

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

SIGNING PAGE

VENDOR	PURCHASER
Signed by _____ Vendor _____ Vendor	Signed by _____ Purchaser _____ Purchaser
VENDOR (COMPANY)	PURCHASER (COMPANY)
Signed by Whittaker Custodians Pty Ltd ACN 099317067 in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below: _____ Signature of authorised person _____ Signature of authorised person _____ Name of authorised person _____ Name of authorised person _____ Office held _____ Office held	Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below: _____ Signature of authorised person _____ Signature of authorised person _____ Name of authorised person _____ Name of authorised person _____ Office held _____ Office held

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

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

APA Group Australian Taxation Office Council County Council Department of Planning and Environment Department of Primary Industries Electricity and gas Land and Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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 If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. 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 <i>served</i> 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 – • the issuer; • the expiry date (if any); and • the amount;
<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</i> by a <i>party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>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 – • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>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 *serving* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

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

7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within* 14 days after that *service*.

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
 - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
 - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
 - 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
 - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
 - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
 - 10.1.4 any change in the *property* due to fair wear and tear before completion;
 - 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
 - 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
 - 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
 - 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
 - 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –

- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
 - 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
 - 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
 - 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
 - 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
 - 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
 - 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
 - if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
 - 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
 - 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
 - a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
 - 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
 - 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the 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 *serving* 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 *serving* a transfer of itself implies acceptance of the *property* or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 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.

1185 GOLSPIE RD GOLSPIE NSW 2580

Special conditions

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

BETWEEN

Whittaker Custodians Pty Ltd ACN 099317067

(Vendor)

And

(Purchaser)

33. Purchasers Warranty

The Purchasers acknowledge that they have, in entering into this agreement, not relied upon any statement, representation warranty or condition made or given by the Vendor or any one on his behalf in respect of the subject matter of this Contract and/or any chattels given in or passing therewith, other than those that are expressly herein contained and the purchasers acknowledge that they purchase the said property and any chattels given in or passing with the said property in their present state of repair, condition and order and the purchasers further acknowledge that they have satisfied themselves by inspection as to the present state of repair, condition and order thereof.

34. Purchaser acknowledgements

The purchaser acknowledges that they are purchasing the property:

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

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

35. Livestock Carrying capacity

The Vendor does not warrant or guarantee the livestock carrying capacity and/or agricultural capacity of the subject property or any part thereof. The Vendor, pending completion, will not depasture or suffer to be depastured on the property more stock than are presently thereon and their progeny, if any, or the equivalent thereof.

36. Sale of depreciating assets

- a. For the purpose of this clause, depreciating asset and adjustable value have the same meanings as they do in Section 40-30 and Section 40-85 respectively of the Income Tax Assessment Act 1997 (Cth) (ITAA 1997).
- b. It is agreed that of the purchase price payable by the purchaser to the vendor for the property, a sum equal to the adjustable value (at the time of the completion of this contract) of any depreciating asset included in this contract represents a separate consideration receivable by the vendor for those depreciating assets and such sum is accordingly allocated.
- c. The vendor makes no representations about the accuracy or completeness of the information contained in any depreciation schedule annexed to this contract nor whether the depreciation schedule annexed will be or has been accepted by the Commissioner of Taxation. The purchaser will not make any claim for capital allowances within Division 40 of ITAA 1997 which may create a taxation liability for the vendor.
- d. For the purposes of ITAA 1997, the parties agree that the value to be placed on any depreciating asset in this sale will be the adjustable value of each item in the hands of the vendor as at the Completion date. The adjustable value of any depreciating asset will be determined in accordance with Division 40 of ITAA 1997 (in particular Section 40-85) and if the adjustable value of the relevant depreciating asset is nil and a claim is made for a capital allowance under Division 40 of ITAA 1997 then the consideration of the sale for those depreciating assets will be \$1.00.

37. Areas of Property

Any land areas stated herein are taken from the title documents, and for convenience only, and the Vendors make no warranty or condition as to the actual area of the property and the Purchasers acknowledge to be satisfied from the Purchasers' own independent enquiries (prior to execution hereof) as to the area of the property, and

the Purchasers shall make no objection, requisition or claim for compensation in relation to the areas of such lands

38. Fencing

No objection, requisition or claim for compensation shall be made by the Purchasers in respect of any of the following matters: -

- a. On account of the existence of any give and take fences.
- b. If any of the boundaries are found not to be on their correct boundary lines, or if any part of the lands are fenced out.
- c. If any of the boundaries of the land sold are unfenced.
- d. If any public or reserved roads intersect or run through the property sold.
- e. That any dam has been constructed on any creek or water course passing through the property without authority.

39. Enclosure Permits

The purchaser acquires the property subject to all roads traversing the property fenced or unfenced with gates and grids or otherwise subject to any road reservations enclosure permits or otherwise. On completion hereof the Purchaser will pay all fees payable on the transfer of any enclosure permit attaching to the subject land and the purchaser undertakes to lodge the appropriate application to transfer the enclosure permit from the Vendor.

40. Time for Notice to Complete

In the event of either the Vendor or Purchaser issuing and serving upon the other a notice requiring completion, it is expressly agreed and declared that a period of fourteen (14) days specified in such Notice to Complete shall be and be deemed to be sufficient time for completion of this Agreement.

41. Delay in Completion

In the event that the Purchaser does not complete by the date for completion as set out in this Contract the Purchaser will pay to the Vendor interest from the date specified for completion herein until the actual date of completion at the rate of 10% per annum

calculated on a daily basis on the unpaid balance of purchase monies. Such interest shall only be payable where the delay in completion is due to the fault of the Purchaser.

42. Grazing Lands & Use of Property

- a. The Purchaser acknowledges that the property has for many years been conducted as a grazing 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 has been condemned for slaughter as a result of chemical residues. The Purchaser shall not make nor take any requisition, objection or claim for compensation should it be determined at any time that the land has been contaminated by chemicals and this clause shall not merge on completion.
- b. The purchaser will not make any objection, requisition or claim for compensation nor have any rights of rescission or termination due to the vendor not holding any licence from any responsible authority relating to the use and occupation of the property and its roads, rivers, water, crops, pests, diseases, fencing and other regulated farming activities.

43. Water licences

The purchaser acquires the property subject to all existing water licences if any and the vendor will on completion sign all such documents as required by the purchaser for the transfer of such licences.

44. GST Treatment

In this clause "GST" refers to goods and services tax under A New Tax System (Goods and Services Tax) Act 1999 ("GST Act") and the terms used to have the meanings as defined in the GST Act.

- a. The vendor warrants that a farming business has been carried on on the land comprised in this sale for more than five years before the date of this agreement.
- b. The purchaser warrants that, on and after completion of this sale, a farming business will be carried on on the land.

- c. In the event of the vendor being liable for GST, because of the purchaser's failure to comply with (b):
- i. the purchaser agrees to pay to the vendor, within 14 days after the vendor's liability for GST on this sale is confirmed by correspondence or an assessment from the Commissioner, the amount of the GST, including any additional penalty and interest.
 - ii. the vendor shall deliver to the purchaser, as a precondition to such payment, a tax invoice in a form which complies with the GST Act and the regulations.

This clause will not merge on completion

45. Clearing Sale

The parties acknowledge that the vendors retain the right to conduct a clearing sale on the land prior to completion of the Contract.

46. On-Site Sewerage Management System

- a. The property is not connected to a public sewer system for waste water disposal, or is not physically capable of being connected to a system.
- b. The Purchaser is aware of the requirements of Upper Lachlan Shire Council ("the Council") for approval installation and management of on-site sewage management systems.
- c. The Vendor does not warrant or represent:
 - that the property is served by an approved on-site sewage management system,
 - that an application for approval to operate a system has been lodged with Council,
 - that the Vendor has paid any fees to the Council to operate any existing system,
 - that the property can accommodate a system approved or capable of being approved by the Council, or
 - that the Purchaser will not have to pay any fees to the Council for approval or operation of a system.
- d. The Purchaser may make no objection requisition or claim about the matters disclosed in this further provision.

47. Qualified Title

It is agreed between the parties that in the event that the title or any of the Titles of the land being sold are subject to a Qualification pursuant to the Real Property Act, and that by the date provided for completion a period of six (6) years has or will have elapsed since the date of the issue of the Qualified Title the purchaser will not require the vendor to comply with the provisions of Clause 25 of this Contract.

48. Limited Title

It is agreed between the parties that in the event that any of the titles to the land being sold is the subject of a limitation pursuant to the Real Property Act, the purchaser will not make any requisition, objection or claim for compensation in respect to the limitation and shall not require the vendor to comply with the provisions of Clause 25 of the contract.

49. Guarantee for corporate purchaser

In consideration of the vendor contracting with the corporate purchaser

(the guarantors), as is evidenced by the guarantors execution hereof, guarantee the performance by the purchaser of all of the purchaser's obligations under the contract and indemnify the vendor against any cost or loss whatsoever arising as a result of the default by the purchaser in performing its obligations under this contract for whatever reason. The vendor may seek to recover any loss from the guarantor before seeking recovery from the purchaser and any settlement or compromise with the purchaser will not release the guarantor from the obligation to pay any balance that may be owing to the vendor. This guarantee is binding on the guarantors, their executors, administrators and assigns and the benefit of the guarantee is available to any assignee of the benefit of this contract by the vendor.

SIGNED by _____)

the guarantors in the presence of: _____)

Signature

Signature of Witness

Print Name of Witness

1. Conditions of sale of land by auction

- (a) The vendor's reserve price must be given in writing to the auctioneer before the auction commences.
- (b) A vendor bid must not be made unless the auctioneer has, before the start of the auction, announced clearly and precisely the number of vendor bids that may be made.
- (c) The highest bidder is the purchaser, subject to any reserve price.
- (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
- (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor.
- (f) A bidder is taken to be bidding on their own behalf unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
- (g) A bid cannot be made or accepted after the fall of the hammer.
- (h) As soon as practicable after the fall of the hammer, the purchaser must sign the agreement for sale.

In addition to the conditions above, the following conditions apply to the sale by auction of residential property or rural land:

- (i) All bidders must be registered in the bidders record and display the identifying number allocated to the person when making a bid. The bidders record means the bidders record to be kept pursuant to clause 13 of the Property and Stock Agents Regulation 2022 and section 68 of the Property and Stock Agents Act 2002.
- (j) Subject to clause (l) below, the auctioneer may make only one vendor bid at an auction of residential property or rural land, and no other vendor bid may be made by the auctioneer or another person.
- (k) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce 'vendor bid'.

In addition to the conditions set out above, the following conditions apply to the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:

- (l) More than one vendor bid may be made to purchase the interest of a co-owner.
 - (m) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.
 - (n) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.
-

-
- (o) Before the commencement of the auction, the auctioneer must announce the bidder registration number of all co-owners, executors or administrators, or a person registered to bid on behalf of a co-owner, executor or administrator.
-

Schedule of Lands –Whittaker Custodians Pty Ltd ACN 099317067 sale to

Title Reference	Lot	DP	Crown Plan	Area(ac)	Area (ha)
2/249278	2	249278	N/A		.475
1/525449	1	525449	N/A		23.1
7/753015	7	753015	118.1506		12.365
9/753015	9	753015	111.1506		13.35
10/753015	10	753015	111.1506		12.95
91/753015	91	753015	1004.1506		16.19
267/753015	267	753015	4865.1506		28.73
A/C 10695-14	11	753015	534.1506		16.19
	169	753015	1855.1506		16.19
	210	753015	2568.1506		40.47
	218	753015	2852.1506		16.19
271/753015	271	753015	5204.1506		23.47
272/753015	272	753015	5205.1506		70.41
A/C 10695-15	102	753015	1261.1506		32.37
	134	753015	1521.1506		40.47
219/753015	219	753015	2834.1506		19.02
266/753015	266	753015	4831.1506		26.70
Total Area (Hectares)					408.64



FOLIO: 2/249278

SEARCH DATE	TIME	EDITION NO	DATE
29/8/2023	1:41 PM	4	20/12/2018

LAND

LOT 2 IN DEPOSITED PLAN 249278
LOCAL GOVERNMENT AREA UPPER LACHLAN SHIRE
PARISH OF BOLONG COUNTY OF GEORGIANA
TITLE DIAGRAM DP249278

FIRST SCHEDULE

WHITTAKER CUSTODIANS PTY LIMITED (CN AN958621)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 AN958620 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

13446

PRINTED ON 29/8/2023

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.



D. P. 249278

REGISTERED: PG. 28-1975

PURPOSE: CROWN GRANT
ISSUE

REF. MAP: PARISHES. _ _

FRANCIS
TITLE

HILLAS

LAND PROPERTY TRUST
CANBERRA AND GOULBURN
STEM TITLE

DIAGRAM 'B'
Not to scale

DIAGRAM 'A'
Scale: 1 chain to an inch.

ACCEPTED PLAN

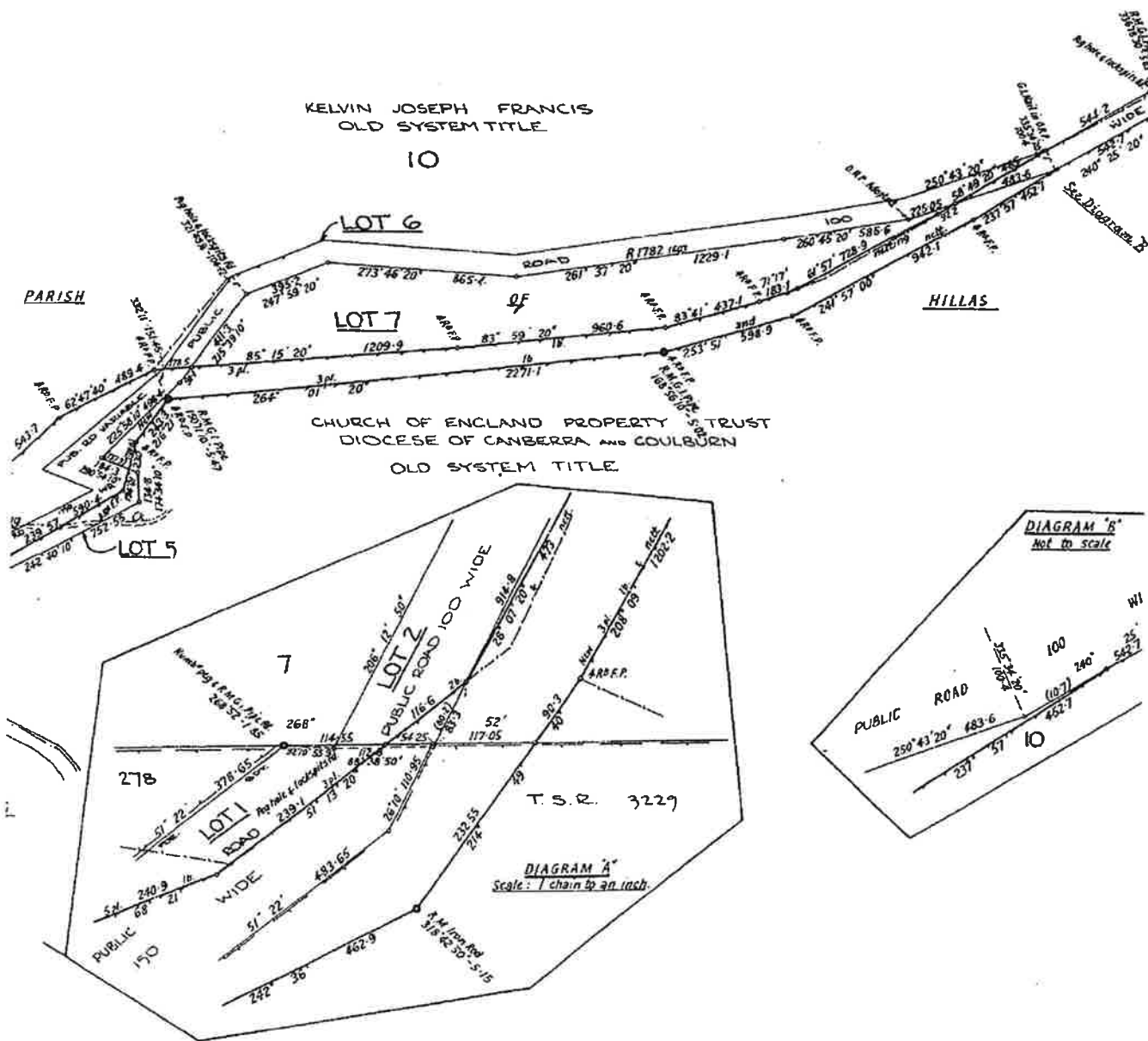
Not checked in the Dept. of Lands

I, Edmund Charles Pearce of Goulburn
a Surveyor registered under the Surveyors Act, 1929-1946, hereby
certify that the survey represented in this plan is accurate and has
been made ^{by me} under my immediate supervision in accordance with
the Survey Practice Regulations, 1933, and the special requirements
of the Department of Lands and was completed on 9-2-1970

Signature *[Signature]*
 Surveyor registered under the Surveyors Act, 1929-1946.
 CHECKED & CHARTED *JFG*
 PLAN APPROVED
 Subscribed Officer *[Signature]*

4.506

© DP249278





LAND
REGISTRY
SERVICES

Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1/525449

SEARCH DATE	TIME	EDITION NO	DATE
29/8/2023	1:41 PM	4	20/12/2018

LAND

LOT 1 IN DEPOSITED PLAN 525449
LOCAL GOVERNMENT AREA UPPER LACHLAN SHIRE
PARISH OF HILLAS COUNTY OF GEORGIANA
TITLE DIAGRAM DP525449

FIRST SCHEDULE

WHITTAKER CUSTODIANS PTY LIMITED

(CN AN958621)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 AN958620 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

13446

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PLANS OF Part of Portion 10
DP525449

Drawn by: W. H. H. H. H. H.
 Date: 10/10/1966
 Title: Old System
 Subdivision: Parish
 Land: Parish

WARNING: This drawing only to appear in this space.

WARNING: This drawing only to appear in this space.

WARNING: This drawing only to appear in this space.

WARNING: This drawing only to appear in this space.

CONVERSION TABLE ADDED BY
NATIONAL OFFICIALS DEPARTMENT

[illegible]

1. Jack Raymond Watson, Registrar General for New South Wales, certifies that this negative is a photograph made as a permanent record of a document in my custody this 10th day of May, 1970.

Jackson



LAND
REGISTRY
SERVICES

Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 7/753015

SEARCH DATE	TIME	EDITION NO	DATE
29/8/2023	1:41 PM	4	20/12/2018

LAND

LOT 7 IN DEPOSITED PLAN 753015
LOCAL GOVERNMENT AREA UPPER LACHLAN SHIRE
PARISH OF BOLONG COUNTY OF GEORGIANA
(FORMERLY KNOWN AS PORTION 7)
TITLE DIAGRAM CROWN PLAN 118.1506

FIRST SCHEDULE

WHITTAKER CUSTODIANS PTY LIMITED (CN AN958621)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 LAND EXCLUDES THE ROAD(S) AND LOT 2 IN DP249278 SHOWN IN THE
TITLE DIAGRAM
- 3 AN958620 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

13446

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Country List
 Police District - Goulburn
 Place of Sale - Goulburn

Plan of the Police District of Goulburn

Plan of the Police District of Goulburn

Plan of the Police District of Goulburn

Parish of Belong

C. L. C.

Police Dist. Goulburn

Place of Sale. F. C.

Plan of the Police District of Goulburn

Plan of the Police District of Goulburn



Plan of the Police District of Goulburn

John Hillas

Goulburn

Curraghly-yang

Plan of the Police District of Goulburn

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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PLAN OF THE POLICE DISTRICT OF GOULBURN
 NO ADDITIONS OR AMENDMENTS TO BE MADE

118-1506



FOLIO: 9/753015

SEARCH DATE	TIME	EDITION NO	DATE
29/8/2023	1:41 PM	4	20/12/2018

LAND

LOT 9 IN DEPOSITED PLAN 753015
LOCAL GOVERNMENT AREA UPPER LACHLAN SHIRE
PARISH OF BOLONG COUNTY OF GEORGIANA
(FORMERLY KNOWN AS PORTION 9)
TITLE DIAGRAM CROWN PLAN 111.1506

FIRST SCHEDULE

WHITTAKER CUSTODIANS PTY LIMITED (CN AN958621)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 QUALIFIED TITLE. CAUTION PURSUANT TO SECTION 28J(1) AND 28J(1A) OF THE REAL PROPERTY ACT, 1900. ENTERED 28.5.1991 BK 3819 NO 180
- 3 LIMITED TITLE. LIMITATION PURSUANT TO SECTION 28T(4) OF THE REAL PROPERTY ACT, 1900. THE BOUNDARIES OF THE LAND COMPRISED HEREIN HAVE NOT BEEN INVESTIGATED BY THE REGISTRAR GENERAL.
- 4 AN958620 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: 10/753015

SEARCH DATE	TIME	EDITION NO	DATE
29/8/2023	1:41 PM	4	20/12/2018

LAND

LOT 10 IN DEPOSITED PLAN 753015
LOCAL GOVERNMENT AREA UPPER LACHLAN SHIRE
PARISH OF BOLONG COUNTY OF GEORGIANA
(FORMERLY KNOWN AS PORTION 10)
TITLE DIAGRAM CROWN PLAN 111.1506

FIRST SCHEDULE

WHITTAKER CUSTODIANS PTY LIMITED (CN AN958621)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 QUALIFIED TITLE. CAUTION PURSUANT TO SECTION 28J(1) AND 28J(1A) OF THE REAL PROPERTY ACT, 1900. ENTERED 28.5.1991 BK 3819 NO 180
- 3 LIMITED TITLE. LIMITATION PURSUANT TO SECTION 28T(4) OF THE REAL PROPERTY ACT, 1900. THE BOUNDARIES OF THE LAND COMPRISED HEREIN HAVE NOT BEEN INVESTIGATED BY THE REGISTRAR GENERAL.
- 4 AN958620 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Handwritten text, likely a title or header, possibly mentioning "Parish of Belmora".

Handwritten text, possibly a subtitle or description.

Vertical list of handwritten notes or a legend on the left margin.

Small handwritten label within the map area.

Small handwritten label within the map area.

Small handwritten label within the map area.

Small handwritten label within the map area.

Section header or title in the lower section of the page.

Block of handwritten text in the lower left section.

Text at the bottom center of the page, possibly a date or reference number.

CO. 100
Police District of Baltimore
Place of sale

Plan by 2. Herbert of land containing 32 and 33 acres
at "Obion" "Lumber" "Mango" "Arch" "Baltimore" "Harris"
in the County of
Chesapeake *applied for in person by Michael L. Langer*
Parish of Baltimore

Notes: These notes are of value & are for reporting
to the Board of Public Works

Area	Value
1. 100.0	100.0
2. 100.0	100.0
3. 100.0	100.0
4. 100.0	100.0
5. 100.0	100.0
6. 100.0	100.0
7. 100.0	100.0
8. 100.0	100.0
9. 100.0	100.0
10. 100.0	100.0

For N° 10 on Map
For N° 9 on Map
For N° 8 on Map
For N° 7 on Map
For N° 6 on Map
For N° 5 on Map
For N° 4 on Map
For N° 3 on Map
For N° 2 on Map
For N° 1 on Map



PLAN MICROFILMED
 NO ADDITIONS OR AMENDMENTS TO BE MADE

Notes: These notes are of value & are for reporting
to the Board of Public Works

Area	Value
1. 100.0	100.0
2. 100.0	100.0
3. 100.0	100.0
4. 100.0	100.0
5. 100.0	100.0
6. 100.0	100.0
7. 100.0	100.0
8. 100.0	100.0
9. 100.0	100.0
10. 100.0	100.0

111-1506

Notes: These notes are of value & are for reporting
to the Board of Public Works



FOLIO: 91/753015

SEARCH DATE	TIME	EDITION NO	DATE
29/8/2023	1:41 PM	4	20/12/2018

LAND

LOT 91 IN DEPOSITED PLAN 753015
LOCAL GOVERNMENT AREA UPPER LACHLAN SHIRE
PARISH OF BOLONG COUNTY OF GEORGIANA
(FORMERLY KNOWN AS PORTION 91)
TITLE DIAGRAM CROWN PLAN 1004.1506

FIRST SCHEDULE

WHITTAKER CUSTODIANS PTY LIMITED

(CN AN958621)

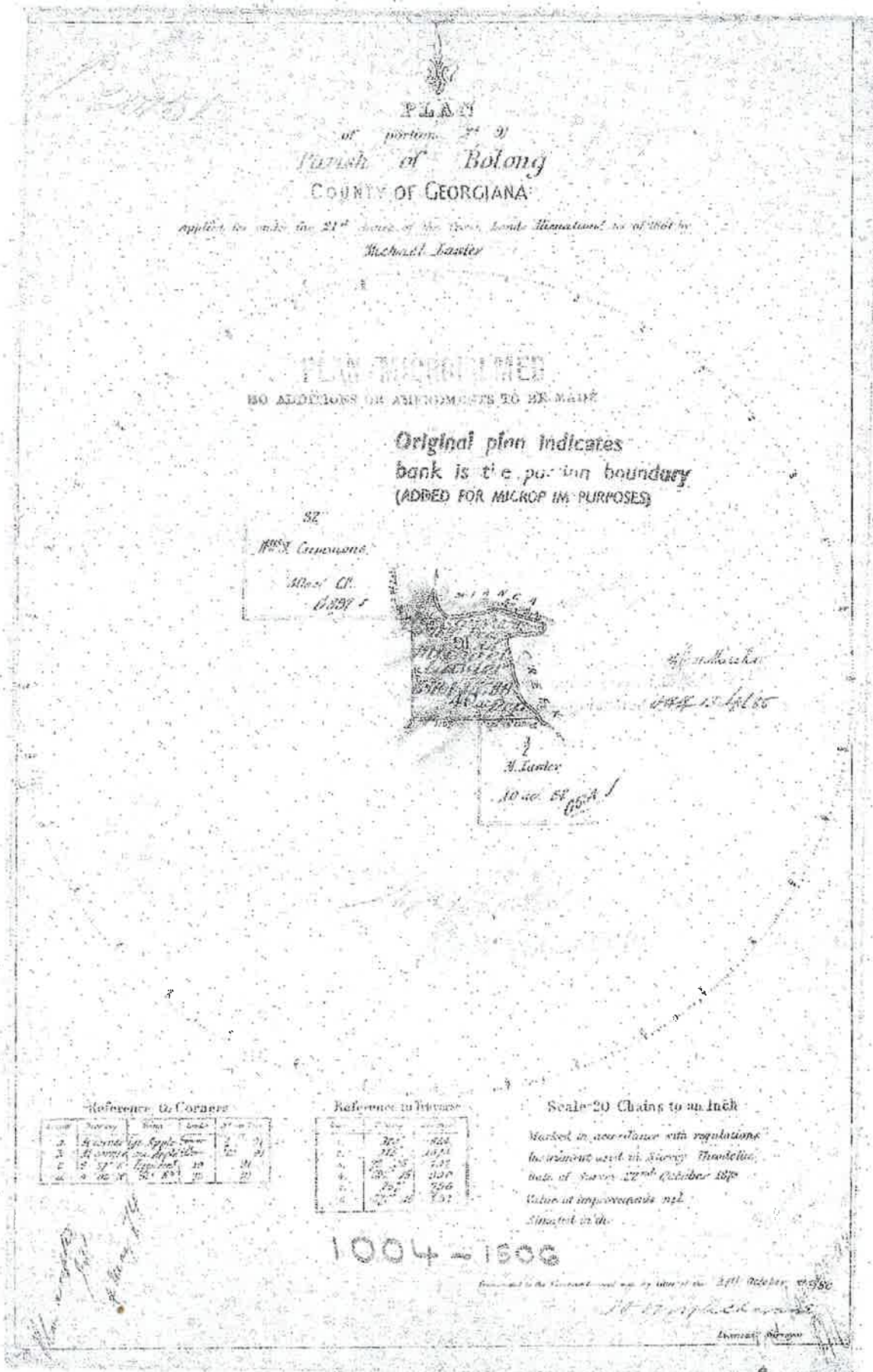
SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 AN958620 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***





FOLIO: 267/753015

SEARCH DATE	TIME	EDITION NO	DATE
29/8/2023	1:41 PM	3	20/12/2018

LAND

LOT 267 IN DEPOSITED PLAN 753015
LOCAL GOVERNMENT AREA UPPER LACHLAN SHIRE
PARISH OF BOLONG COUNTY OF GEORGIANA
(FORMERLY KNOWN AS PORTION 267)
TITLE DIAGRAM CROWN PLAN 4865.1506

FIRST SCHEDULE

WHITTAKER CUSTODIANS PTY LIMITED (CN AN958621)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 AN958620 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

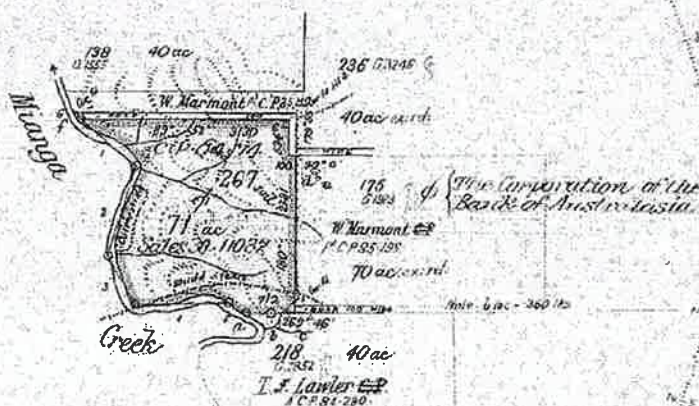
13446

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PLAN OF PORTION 267
 County of Georgiana Parish of Bolong
 Land District of Goulburn Land Board District of Goulburn
 Resumed Area No. Pastoral Holding Eastern Division
 Applied for under the 3rd Section of the Crown Lands Act of 1882 by William Marmont
 A.C.P.O. 474 April 14th

PLAN MICROFILMED
 NO ADDITIONS OR AMENDMENTS TO BE MADE



Original plan indicates
 bank is the portion boundary
 (ADDED FOR MICROFILM PURPOSES)

Azimuth taken from C.D.
 Field Book Vol. 7311 Folio 33-34

Heavy slate country stony along S⁴ boundary
 Sy-bark, Gum, Box and Apple timber
 Light sapling scrub on slopes; well
 grassed land

Reference to Corners

Corners	Bearing	From	Links	Area
a	224° 47'	Gum	40.1	267
b	171° 10'	Sy-bark	3	218
c	230° 40'	do	23.8	267
d	270°	Box	21.5	175.267
e	71° 30'	Apple	123.78	267
f	321° 25'	Sallow	40.9	267

Reference to Traverse

Line	Bearing	Distance
1	129° 0'	1004
2	197° 0'	1408
3	150° 0'	887
4	88° 15'	1110
5	118° 21'	292
6	321° 10'	118.7

I hereby certify that I in person made and on the 4th Oct^r 1904 completed the survey represented on this plan in which are shown the bearings and lengths of the lines surveyed by me and I declare that the survey has been conducted in accordance with the regulations published for the guidance of Licensed Surveyors and the practice of the Department of Lands.

H. C. Manning, Licensed Surveyor
 Witnessed by the District Surveyor with his date of 30 Nov^r 1904

Revised No. 04/22 Passed L. 7.7.3, 1920
 Calculation Book No. 1000 Accepted
 Checked and Corrected
 Examined and Plan approved 20th March 1905

Value of Improvements. Shaded fence £2.00
 2 ac. Cultivation & 4 ac. Fresh fence round
 Cult^r 24

Scale 20 Chains to an Inch

G. 4865.1506

STANDARD TRACING
 PREPARED



FOLIO: AUTO CONSOL 10695-14

SEARCH DATE	TIME	EDITION NO	DATE
29/8/2023	1:41 PM	3	20/12/2018

LAND

LAND DESCRIBED IN SCHEDULE OF PARCELS
LOCAL GOVERNMENT AREA UPPER LACHLAN SHIRE
PARISH OF BOLONG COUNTY OF GEORGIANA
TITLE DIAGRAM SEE SCHEDULE OF PARCELS

FIRST SCHEDULE

WHITTAKER CUSTODIANS PTY LIMITED (CN AN958621)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 LAND EXCLUDES THE ROAD(S) WITHIN LOT 210 SHOWN IN THE TITLE DIAGRAMS
- 3 AN958620 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

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

SCHEDULE OF PARCELS

LOT 11 IN DP753015
LOT 169 IN DP753015
LOT 210 IN DP753015
LOT 218 IN DP753015

TITLE DIAGRAM

CROWN PLAN 534.1506
CROWN PLAN 1855.1506
CROWN PLAN 2568.1506
CROWN PLAN 2852.1506.

*** END OF SEARCH ***

Part of a portion of land containing 40 acres numbered 1 on the
 Mission Creek of the town fully in the County of Thompson
 being a conditional purchase by Michael Porter under the 38th clause
 of the Crown Lands Regulations

Part of a portion of land



Corner	Distance	From	to	at
A	17.0	Point	to	Point
B	1.5	Point	to	Point
C	1.5	Point	to	Point
D	1.5	Point	to	Point

Notes

State of Illinois to the State
 Surveyed by correspondence
 Michael Porter under the 38th clause
 of the Crown Lands Regulations
 Number given and used
 with planter

Distance	From	to
17.0	Point	to
1.5	Point	to
1.5	Point	to
1.5	Point	to
1.5	Point	to

Transmitted to the Surveyor General
 with my letter of the 30th of April 18th
 to the Surveyor General

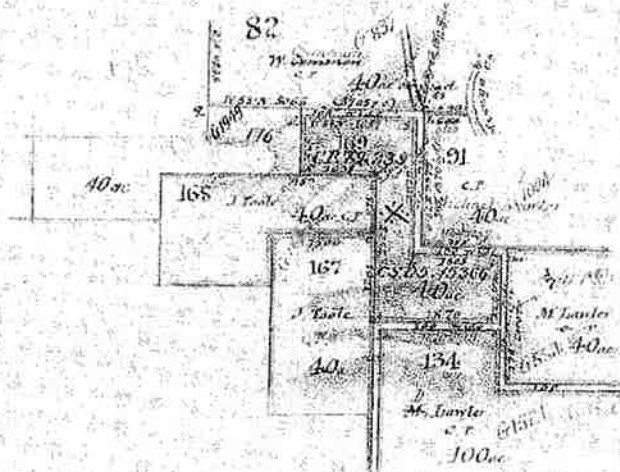
Original plan indicates
 bank is the portion boundary
 (ADDED FOR MICROFILM PURPOSES)

47
55479

PLAN
of a portion N^o 169
Parish of Bolong
County of Georgiana

applied for under the 2^d clause of the Crown Lands Alienation Act of 1861 by
Donald Landor

(S. 24) 249 Total 2^d Clause Sale Completed



*The Bank of New South Wales

Reference to Columns

Column	Value	Column	Value
11	300	12	150
12	300	13	150
13	300	14	150
14	300	15	150
15	300	16	150
16	300	17	150
17	300	18	150
18	300	19	150
19	300	20	150
20	300	21	150
21	300	22	150
22	300	23	150
23	300	24	150
24	300	25	150
25	300	26	150
26	300	27	150
27	300	28	150
28	300	29	150
29	300	30	150

Reference to Traverse

Traverse	Value
1	150
2	150
3	150
4	150
5	150
6	150
7	150
8	150
9	150
10	150
11	150
12	150
13	150
14	150
15	150
16	150
17	150
18	150
19	150
20	150

Scale 20-Chains to an Inch.
Marked in accordance with regulations
Instructions used in Survey Instructions
Date of Survey 15th November 1875
Value of Improvements Enclosed 2-5-0

PLAN MICROFILMED
NO ADDITIONS OR DELETIONS TO BE MADE

1855-1506

J. Isaac

Plan completed
18/12/75

83/11/93

PLAN OF PORTION NO
 County of Georgiana Parish of Belong

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

Thomas Lawler

CP 82.296 of 5th Dec 83

Original plan indicates
 bank is the portion boundary
 (ADDED FOR MICROFILM PURPOSES)

PLAN MICROFILMED
 NO ADDITIONS OR AMENDMENTS TO BE MADE

Now accepted
 subject to approval
 of the Board of
 Survey
 83/11/93

Examined & Certified
 L. R. Dobbin
 31st Jan 94

Summation taken from loc.

Reference to Corners

Corner	Bearing	Dist	Links	Area Acres
a	S 68° 34'	100	100	100
b	S 68° 34'	100	100	100
c	S 68° 34'	100	100	100
d	S 68° 34'	100	100	100
e	S 68° 34'	100	100	100
f	S 68° 34'	100	100	100
g	S 68° 34'	100	100	100
h	S 68° 34'	100	100	100
i	S 68° 34'	100	100	100
j	S 68° 34'	100	100	100

Reference to Traverse

Line	Bearing	Distance
1	S 68° 34'	100
2	S 68° 34'	100
3	S 68° 34'	100
4	S 68° 34'	100
5	S 68° 34'	100
6	S 68° 34'	100
7	S 68° 34'	100
8	S 68° 34'	100
9	S 68° 34'	100
10	S 68° 34'	100

I hereby certify that I in person made and on the 6th Nov 1883
 completed the survey represented on this plan and that I
 within the foregoing and lengths of the lines measured by
 me, and that the survey has been executed in accord-
 ance with the regulations published in the gazette of
 General Surveys and the practice of the Survey-General
 Department.

Value of improvements
 situated in the

2568-1506

Scale 20 Chains to an inch

At 83-188
 Sop and traversed
 No. 83 109618

J. Isaac

Assistant Surveyor

9/10/93

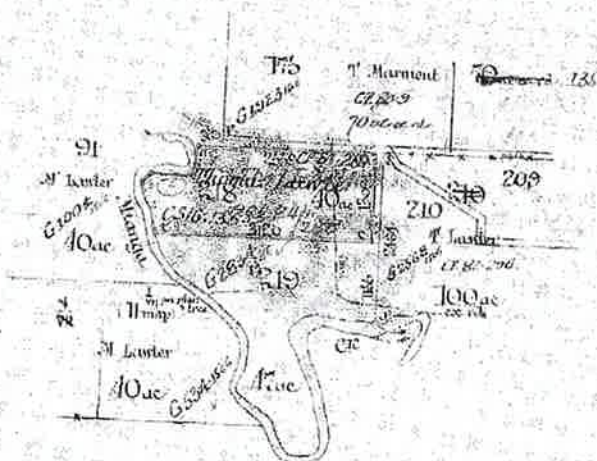
PLAN OF PORTION OF
County of Georgiana Parish of Boland

Applied for under the 3rd Clause of the Crown Lands Alienation Act of 1863 by

Thomas Hawley

Act 84280 of 11 Dec.

PLAN MICROFILMED
NO ADDITIONS OR AMENDMENTS TO BE MADE



Original plan indicates
bank is the portion boundary
(ADDED FOR MICROFILM PURPOSES)

Summit taken from us.

Corner	Placing	Tree	Link	Station
c	-	Stake		
d	-	Stake		
e	56' 0" E	at tree	16	230
f	N 41° 33' W	String	21	275
g	S 5° 50' W	String	2	218
h	S 33° 25' W	apple	17	233 243

Reference to Traverse		
Line	Bearing	Distance
1.	N 85° 30' E	445
2.	S 76° 30' E	341
3.	S 61° 40' E	387
4.	N 31° 48' E	302

thereby that the person made and on the 10th April 1882
completed the survey represented on this plan, on which are
written the bearings and lengths of the lines measured by
me, and showing that the survey has been conducted in confor-
mance with the regulations published for the guidance of
Licensed Surveyors and the practice of the Survey General
Department.

Value of improvements fencing, &c. 12

Situations in the

2852-1506

Scale 20 chains to an inch.

Transmitted to the Surgeon General with my letter of the 30th. May

Local Storage

7542



FOLIO: 271/753015

SEARCH DATE	TIME	EDITION NO	DATE
29/8/2023	1:41 PM	3	20/12/2018

LAND

LOT 271 IN DEPOSITED PLAN 753015
LOCAL GOVERNMENT AREA UPPER LACHLAN SHIRE
PARISH OF BOLONG COUNTY OF GEORGIANA
(FORMERLY KNOWN AS PORTION 271)
TITLE DIAGRAM CROWN PLAN 5204.1506

FIRST SCHEDULE

WHITTAKER CUSTODIANS PTY LIMITED (CN AN958621)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 AN958620 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

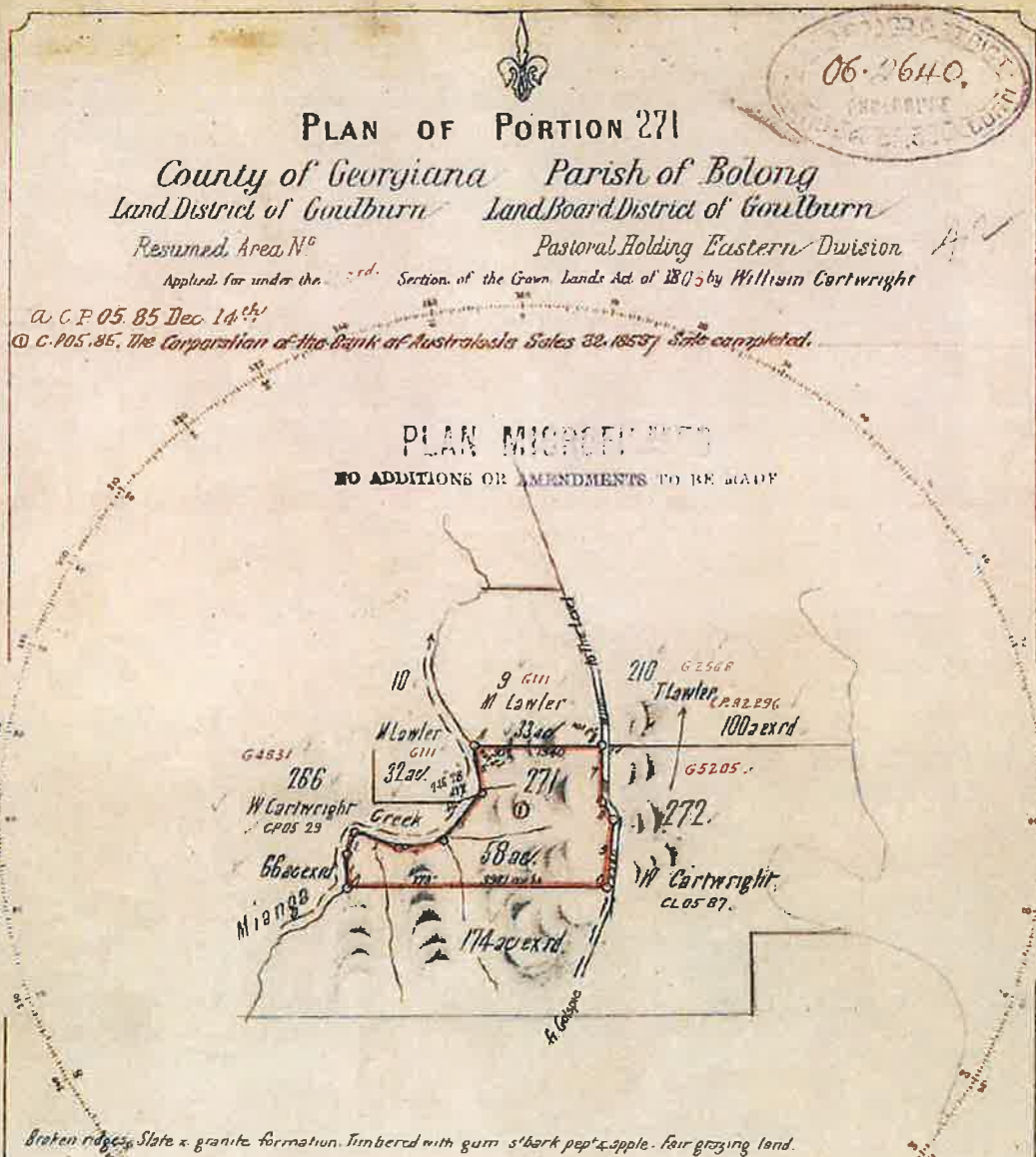
UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

13446

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**Original plan indicates
 bank is the portion boundary
 (ADDED FOR MICRUP IM PURPOSES)**

Azimuth taken from Br 271
 Field Book Vol 7370 Folio 55

Reference to Corners

Corner	Bearing	From	To	N ^o in Tree
A	245° 47'	Gum	118 4	9 271
B	172° 37'	S' bark	7.5	9 271
C	134° 00'	S' bark	38	271
D	703° 20'	S' bark	38.2	271 272

Reference to Traverse

Line	Bearing	Distance
1	358° 48'	498
2	20° 02'	343
3	110° 22'	695
4	80° 37'	692
5	37° 40'	336
6	352° 15'	741
7	180° 00'	877
8	147° 47'	309
9	185° 25'	1031

I hereby certify that I on person made and on the 21st July 1908 completed the survey represented on this plan and which are written the bearings and lengths of the lines measured by me and I declare that the survey has been executed in accordance with the regulations published for the guidance of Licensed Surveyors and the practice of the Department of Lands

J. Isaac Licensed Surveyor

Transmitted to the District Surveyor with my letter of 31st July 1908 208 72

Toucher No 25/10 Passed 27.17.6 PAB

Calculation Book No 1000 accepted

Checked and Charted by Arthur 25 Aug 08

Examined and 11th September 1908

Plan approved J. A. Bore

Value of Improvements nil

118 4 9 271
 7.5 9 271
 38 271
 38.2 271 272

Scale 20 Chains to an Inch

G5204.1506



FOLIO: 272/753015

SEARCH DATE	TIME	EDITION NO	DATE
29/8/2023	1:41 PM	3	20/12/2018

LAND

LOT 272 IN DEPOSITED PLAN 753015
LOCAL GOVERNMENT AREA UPPER LACHLAN SHIRE
PARISH OF BOLONG COUNTY OF GEORGIANA
(FORMERLY KNOWN AS PORTION 272)
TITLE DIAGRAM CROWN PLAN 5205.1506

FIRST SCHEDULE

WHITTAKER CUSTODIANS PTY LIMITED (CN AN958621)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 LAND EXCLUDES THE ROAD(S) SHOWN IN THE TITLE DIAGRAM
- 3 AN958620 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

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 ***

13446

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FOLIO: AUTO CONSOL 10695-15

SEARCH DATE	TIME	EDITION NO	DATE
29/8/2023	1:41 PM	3	20/12/2018

LAND

LAND DESCRIBED IN SCHEDULE OF PARCELS
LOCAL GOVERNMENT AREA UPPER LACHLAN SHIRE
PARISH OF BOLONG COUNTY OF GEORGIANA
TITLE DIAGRAM SEE SCHEDULE OF PARCELS

FIRST SCHEDULE

WHITTAKER CUSTODIANS PTY LIMITED (CN AN958621)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 AN958620 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

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

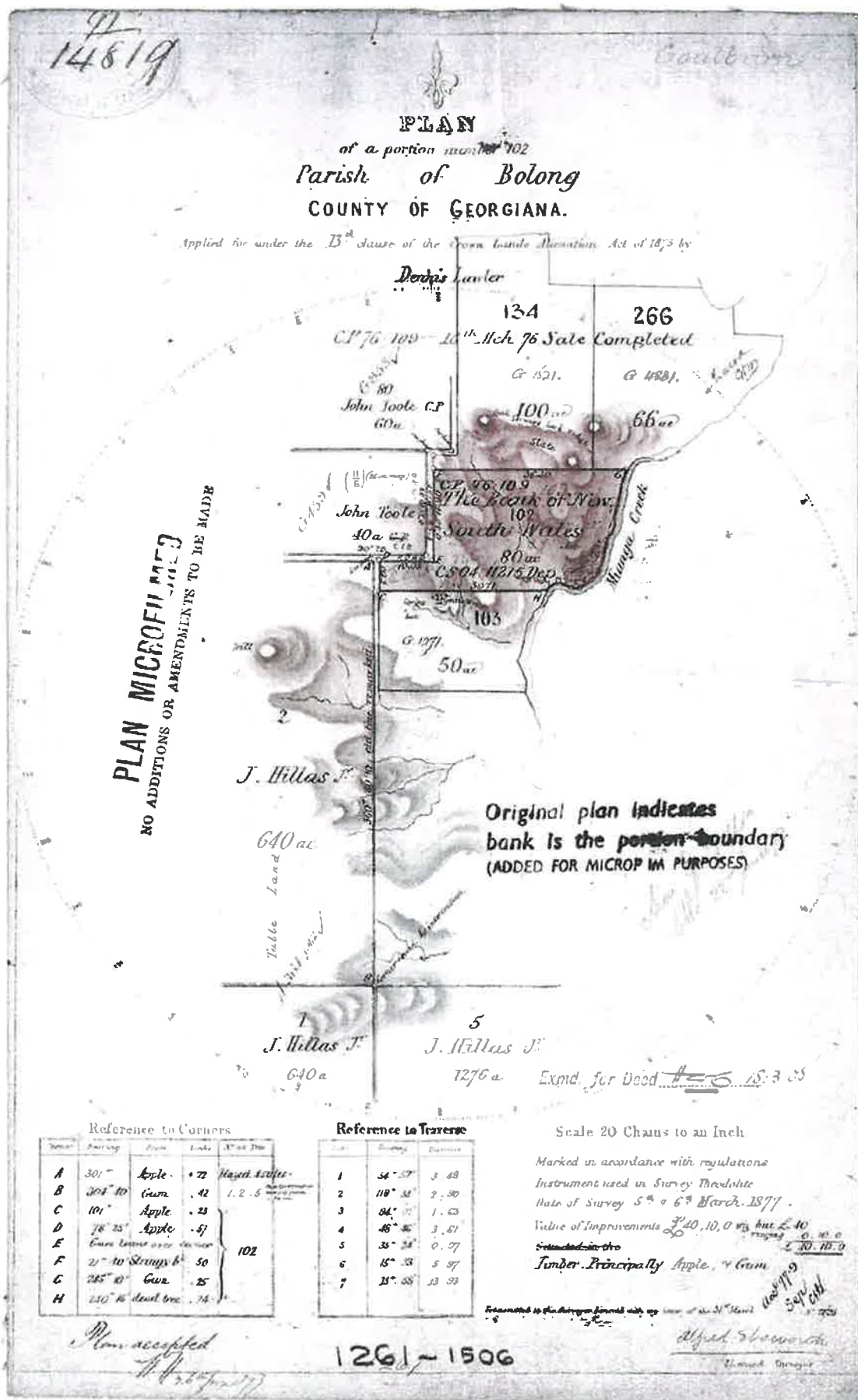
SCHEDULE OF PARCELS

LOT 102 IN DP753015
LOT 134 IN DP753015

TITLE DIAGRAM

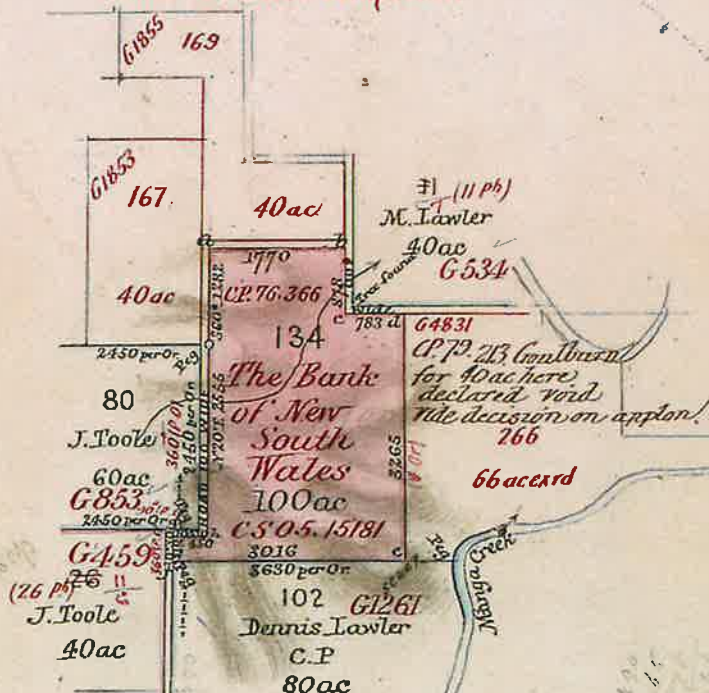
CROWN PLAN 1261.1506
CROWN PLAN 1521.1506.

*** END OF SEARCH ***



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

CP76.366 of 28th Sept
Portion 134 Sale Completed



PLAN MICROFILMED
NO ADDITIONS OR AMENDMENTS TO BE MADE

Exmd. for Deed

Scale 20 Chains to an Inch.

Reference to Corners				
Corners	Bearing	From	Links	3 rd or 4 th
a.	30°15'	Apple	17	134
b	113°45'	Quin	10	134
c	24°12'	Cum.	69	134
d	61°7'	Stringbark	28	134
e	120°22'	Jeffermansk	23	134
f	21°30'	Stringbark	50	107.134
g	344°22'	Stringbark	23 1/2	134
h	348°11'	Cum.	6	134

[illegible]

Marked in accordance with regulations
Instrument used in Survey Theodolite
Date of Survey 8 and 9th January 1879
Value of Improvement: Fencing £120/0
Situated in the

Transmitted to the Surveyor General with my letter of 20 February 1884

L. Isaac

Licensed Surveyor

1521-1506



FOLIO: 219/753015

SEARCH DATE	TIME	EDITION NO	DATE
29/8/2023	1:41 PM	6	20/12/2018

LAND

LOT 219 IN DEPOSITED PLAN 753015
LOCAL GOVERNMENT AREA UPPER LACHLAN SHIRE
PARISH OF BOLONG COUNTY OF GEORGIANA
(FORMERLY KNOWN AS PORTION 219)
TITLE DIAGRAM CROWN PLAN 2834.1506

FIRST SCHEDULE

WHITTAKER CUSTODIANS PTY LIMITED (CN AN958621)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND
CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 AN958620 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

18.1398

PLAN OF
County of Georgiana

PORTION 219
Parish of Bolong

GOULBURN

Applied for under the *Classes of the Crown Lands Allocation Act of 1903*

Measured for Sale

Sale at Goulburn 27th September 1896

Lot 1

CL 05 36 of 8th June - Wm Cartwright for 47 ac

219 not bid for

(For 219 - AC 10/35 June 2nd Wm Cartwright (conversion))

Now The Corporation of the Bank of Australasia Sale comp. 38 21262

Sale at Goulburn 20th Sept 93

Port 219 not bid for

Sale at Goulburn 27th May 1903

Portion 219 Not bid for

Sale at Goulburn 14th June 1905

Portion 219

Sold to William Patrick Lawler Sale sold vide AL 05 8815



PLAN MICROFILMED

NO ADDITIONS OR AMENDMENTS TO BE MADE

Original plan indicates
bank is the portion boundary
(ADDED FOR MICROFILM PURPOSES)

As much taken than 12

Reference to Corners

Order	Survey	From	Link	Station
1	500 400	from	500 400	219
2	500 400	from	500 400	219
3	500 400	from	500 400	219

Reference to Traverse

Line	Survey	Station
1	500 400	219
2	500 400	219
3	500 400	219

I hereby certify that (in person or by agent) on the 24th April 1896
completed the survey represented on this plan, which are
written the bearings and lengths of the lines measured by
me, and declare that the survey has been conducted in con-
formity with the regulations published for the guidance of
Land Surveyors and the practice of the Survey General's
Department.

Value of Improvements found
on the 1st of 1896

2834-1506

Scale 20 Chains to an Inch

J. Lawler
Land Surveyor

Examined and checked
G. Harris 25 Aug 88
J. Harris
26 Aug 88

410 85 72
C. Harris
26 Aug 88



FOLIO: 266/753015

SEARCH DATE	TIME	EDITION NO	DATE
29/8/2023	1:41 PM	6	20/12/2018

LAND

LOT 266 IN DEPOSITED PLAN 753015
LOCAL GOVERNMENT AREA UPPER LACHLAN SHIRE
PARISH OF BOLONG COUNTY OF GEORGIANA
(FORMERLY KNOWN AS PORTION 266)
TITLE DIAGRAM CROWN PLAN 4831.1506

FIRST SCHEDULE

WHITTAKER CUSTODIANS PTY LIMITED

(CN AN958621)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 LAND EXCLUDES THE ROAD(S) SHOWN IN THE TITLE DIAGRAM
- 3 AN958620 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

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 ***

13446

PRINTED ON 29/8/2023

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 958(2) of the Real Property Act 1900.

PLAN OF PORTION 266
County of Georgiana Parish of Bolong
Land District of Goulburn Land Board District of Goulburn

Resumed Area No.

Pastoral Holding Eastern Division

Applied for under the 90th Section of the Crown Lands Act of 1884 by William Patrick Lawler

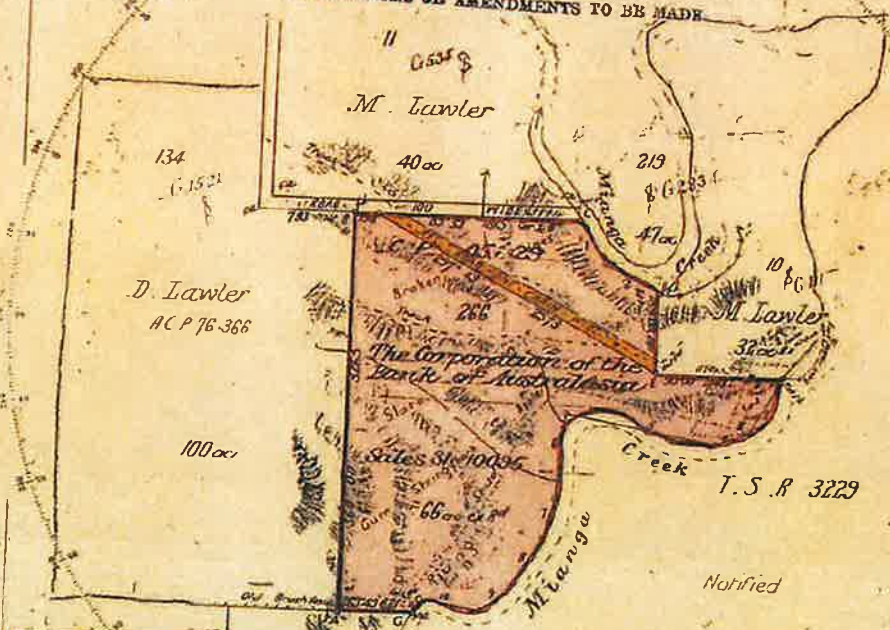
Sp. Lse. 03-4 of 16th June/ Refused Ms Es 24.2219

CP. 05 29 of 8th June W. Cartwright for 66 ac

ACP. 05 36 of 22nd June Kate Lawler for 66 ac Disallowed 5th July 1905

PLAN MICROFILMED

NO ADDITIONS OR AMENDMENTS TO BE MADE



Certified Copy to
 Head Office 28.12.08

Azimuth taken from AB

Field Book Vol. 6434 Folio 49

alteration in red see 1121-19

Reference to Corners

Point	Bearing	From	Line	To	Distance
A	120° 22'	Peppermint	43	134 266	
B	61° 0'	Sty Bush	28	134 266	
C	111° 00'	Plant Apple	65	266	
D	355° 50'	Sty Bush	67	10 266	How
E	121° 20'	Strump	60.7	10 266	How
F		Numbered Stone	70	266	
G	245° 10'	Cum	25	102 266	

Reference to Traverse

Line	Bearing	Distance
1	148° 21'	404
2	115° 50'	436
3	229° 22'	524
4	248° 06'	303
5	277° 38'	1240
6	184° 57'	719
7	104° 48'	338
8	210° 39'	523
9	228° 54'	256
10	278° 59'	492
11	193° 57'	125

Original plan indicates
 bank to the portion boundary
 (ADDED FOR MICROFILM PURPOSES)

on the 10th October 1903 I hereby certify that I in person made and in which are written the bearings and lengths of the lines measured by me and I declare that the survey has been carried on in accordance with the regulations published by the Governor of Western Australia and the practice of the Department of Lands

F. Isaac

Surveyor General

Subscribed to the Surveyor General with my hand and seal this 24th December 1903

Witness my hand and seal this 24th December 1903

Checked and Charted by *W. P. Lawler* 10th Dec 1903

Examined and Plan approved 18th December 1903

R. H. H. H. H.

Values of Improvements 3 Sheds £48.10.0
 Roads £2.10.0
 Total £50.10.0

Scale 10 Chains to an Inch

G 4831 1506

Account Number 27626

Issue Date 5th September 2023

Search Date 8th September 2023

Search ID 3235394

ADDRESS FOR PAYMENTS

PO Box 2155

Dangar NSW 2309

Issued To Infotrack Pty Ltd - Sydney

Holding Details

Holding	Enclosure Permit 27626 (Holding is now Current)
Registered Holder(s)	Whittaker Custodians Pty Limited
Area	1.821ha
Purpose(s)	road enclosure
Land	N/A
Text Description	Crown road through and north of Lot 266 DP 753015

Financial details**Total amount required to complete payment of all amounts as at 8th September 2023 is \$0.00**

Annual Payment Rent	\$556.00 (GST not applicable) for the period 15 December 2022 to 14 December 2023
Adjusted Annual Payment - Rent (Annual Rent Payment less any rebates/waivers applied)	\$161.00 (GST not applicable)
Payment Dates	Rent is payable annually in advance on 15 December each year.
Current Payments Outstanding as at 8th September 2023	\$0.00
Fines/Interest Not Yet Due	\$0.00
Less amount at Credit	\$0.00
Total as at 8th September 2023	\$0.00CR

Please Note:

- * The figures quoted on this statement are applicable only between 05 Sep 2023 and 29 Sep 2023, 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 29 Sep 2023.
- * Interest for late payment, currently at the rate of 11.90% 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.

Department of Planning and Environment

Crown Land Search



Account Number 61851

Issue Date 5th September 2023

Search Date 8th September 2023

Search ID 3235394

ADDRESS FOR PAYMENTS

PO Box 2155

Dangar NSW 2309

Issued To Infotrack Pty Ltd - Sydney

Holding Details

Holding	Enclosure Permit 61851 (Holding is now Current)
Registered Holder(s)	Whittaker Custodians Pty Limited
Area	1.619ha
Purpose(s)	road enclosure
Land	N/A
Text Description	Crown road through and west of Portion 272

Financial details

Total amount required to complete payment of all amounts as at 8th September 2023 is \$0.00

Annual Payment Rent	\$556.00 (GST not applicable) for the period 15 December 2022 to 14 December 2023
Adjusted Annual Payment - Rent (Annual Rent Payment less any rebates/waivers applied)	\$161.00 (GST not applicable)
Payment Dates	Rent is payable annually in advance on 15 December each year.
Current Payments Outstanding as at 8th September 2023	\$0.00
Fines/Interest Not Yet Due	\$0.00
Less amount at Credit	\$0.00
Total as at 8th September 2023	\$0.00CR

Please Note:

- * The figures quoted on this statement are applicable only between 05 Sep 2023 and 29 Sep 2023, 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 29 Sep 2023.
- * Interest for late payment, currently at the rate of 11.90% 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.

Our ref: 13/02386

Account No: 452550

Phone: 1300 886 235

cl.searches@crowmland.nsw.gov.au

Infotrack Pty Ltd
GPO Box 4103
SYDNEY NSW 2001

5 September 2023

Dear Sir/Madam

Re: Search Results (Sale of Property) Lot 2 DP 249278, Lot 1 DP525449, Lots 7, 9-10, 91, 219, 266-267, 271-272 DP 753015 - Your Ref: 122253242 - (Search ID 3235394)

I refer to your recent search request, this request has now been investigated, please find enclosed;

- Crown tenure reports
- Crown Tenure diagrams
- Crown land Conveyancing Search Information Sheet.

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

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

This search has identified that the subject land is also subject to the following Enclosure Permits;

Enclosure Permit 61851

Enclosure Permit 27626

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

PO Box 2215, DANGAR NSW 2309

www.dpie.nsw.gov.au/lands

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.

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.alra.nsw.gov.au/pdf/forms/20180822_Land_Claim_Search_Request_August2018.pdf

A schedule of all application fees are 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 details can be provided without a fee, if requested within three months of the conveyancing search being issued.

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

Kind regards

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

PO Box 2215, DANGAR NSW 2309

www.dpie.nsw.gov.au/lands

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. 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@crownland.nsw.gov.au.

For information on how to become a monthly account holder, please contact our accounts team accounts@crownland.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.

Crown land conveyancing searches

Frequently asked questions

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.

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. 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.

Crown land conveyancing searches

Frequently asked questions

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.

Crown land conveyancing searches

Frequently asked questions

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?

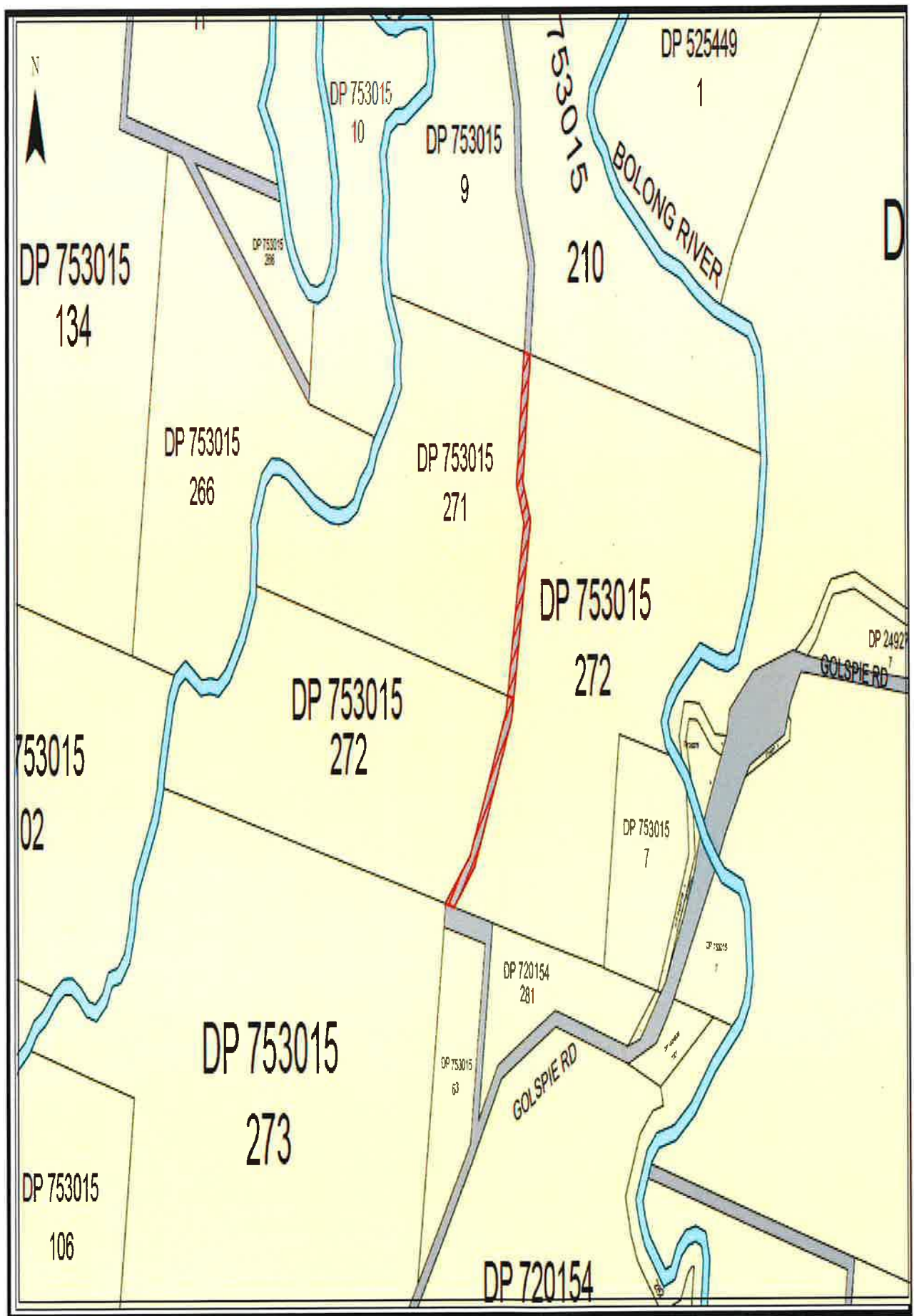
Some leases, including perpetual leases, Western Lands leases and general leases, may have restrictions on dealings that prevent NSW Land Registry Service from recording a transfer of an affected title until minister's consent has been granted. Some general leases may also have restrictions on mortgage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

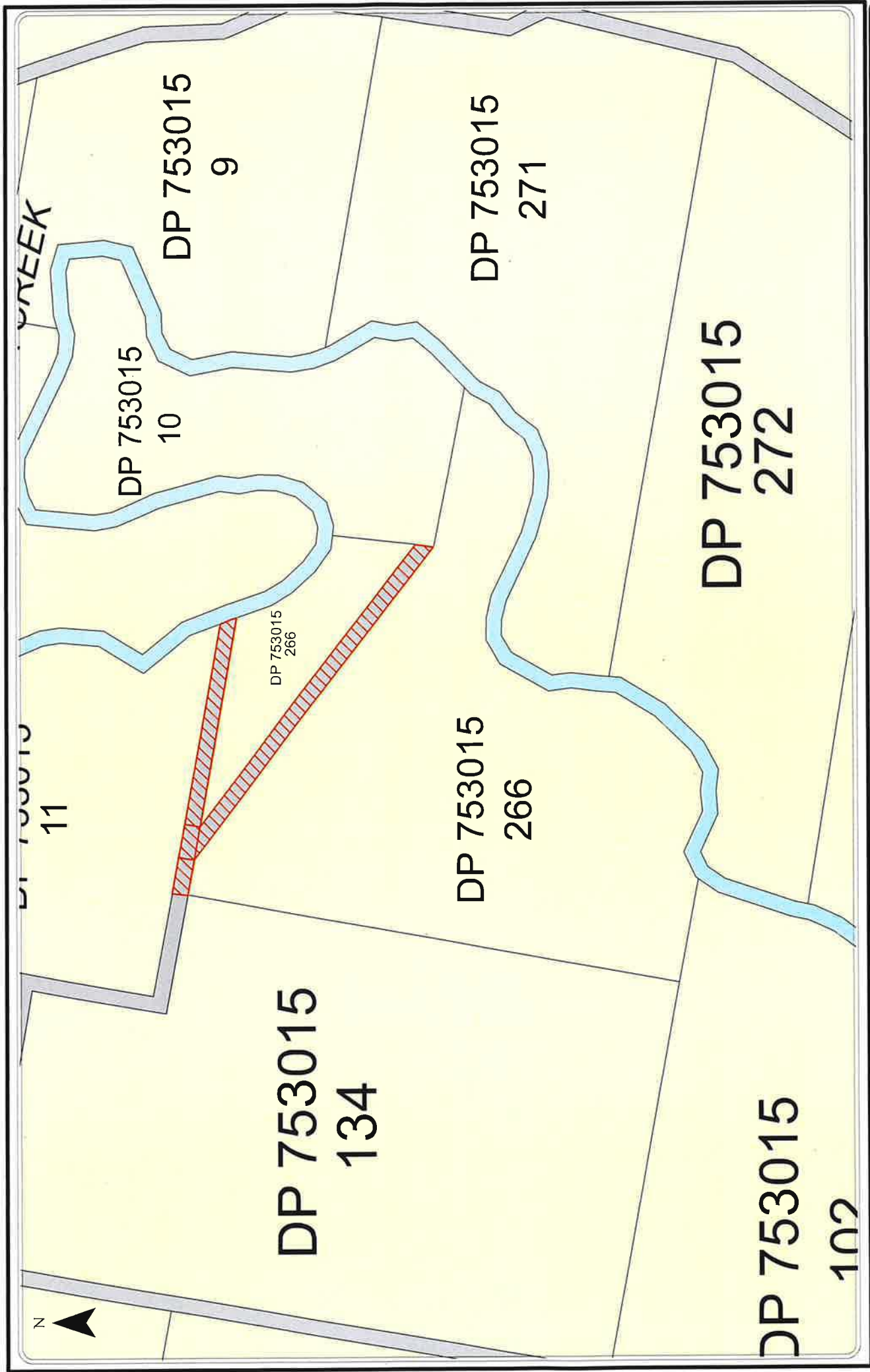
The relevant minister's consent application forms will be issued with a conveyancing search.

More information

- Email: searches@crownland.nsw.gov.au
- Web: www.industry.nsw.gov.au/lands
- Phone: 1300 886 235

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DISCLAIMER
The Crown information shown has not been validated and may contain errors and omissions. Verification of Crown information should be made through the Land NSW office displayed. This is a diagrammatic representation only.

Printed By: Anthony Ryan
Date Printed: 14/11/2007
Land NSW Office: GOULBURN
Telephone: 02 4824 3700



PARISH: BOLONG
COUNTY: GEORGIANA
LGA: UPPER LACHLAN SHIRE
SUBURB: LAGGAN



RURAL LAND REQUISITIONS ON TITLE

Vendor: **Whittaker Custodians Pty Ltd ACN 099317067**

Purchaser:

Property: **Clovelly 2496 Golspie Road, Laggan, 2/249278, 1/525449, 7/753015, 9/753015, 10/753015, 91/753015, 267/753015, 271/753015, 272/753015, 219/753015, 266/753015, 10695-14 & 10695-15**

Dated: 30 August 2023

Note: *If the answer to any of these questions is 'yes', please supply full details and a copy of all relevant documentation.*

1. **Capacity**

Is the vendor under any legal incapacity?

(Such as:

- *minority*
- *an order or declaration under the Protected Estates Act 1983 or the Inebriates Act 1912*
- *bankruptcy or entering a part X arrangement under the Bankruptcy Act 1966*
- *if the vendor is a company, any notice, an 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).*

2. **Notices and orders**

- (a) Is the vendor aware of any notice or order or requirement of any authority or any adjoining owner affecting the property?

(Such as:

- *notices from the Livestock Health and Pest Authority about noxious animals or insects*
- *notices from a county council about noxious weeds*
- *notices requiring bushfire fire breaks).*

- (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 verbal notices from any local council, Livestock Health and Pest Authority or government authority concerning any proposed action that could affect the property in any way?

Please provide particulars

3. **Agricultural tenancies, etc**

- (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' within the meaning of the definition of 'tenancy' as contained in Section 4 of the *Agricultural*

Tenancies Act 1990? (such as farming, grazing, share farming or agistment agreements).

If yes:

- (i) The nature of the tenancy;
 - (ii) The date of termination of the tenancy;
 - (iii) Particulars of any written agreement; (please supply a copy)
 - (iv) Particulars of any oral agreement
 - (c) If there is an agreement or arrangement as mentioned in sub clause (b) 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?
 - (d) Has the vendor carried out any improvement on the property for which the tenant is liable to compensate the vendor?
 - (e) Are there any unresolved disputes between the owner and a tenant pursuant to an agreement which creates an interest in the land?
 - (f) Are there any fixtures on the property to which the tenant may have right to access or removal?
 - (g) Are there any details/documents that record the condition of the property at the commencement of the tenancy? If yes, please provide copies.
4. **Buildings**
- (a) Are there any structures on the property that have not been approved by the local council or which are used for a purpose that has not been so approved?
 - (b) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act* and their regulations been complied with?
 - (c) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (d) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 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;
 - (iv) please provide details of insurance under the *Home Building Act 1989*.
 - (f) Does any building on the property comprise a kit home?
 - (i) If any building on the property comprises a kit home, have the provisions of Section 93 of the *Home Building Act* been complied with? A copy of the relevant insurance certificate should be provided.
 - (g) Has there been any complaint or insurance claim made, or any circumstance 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* related to residential building work carried out on the property? If so, full details should be provided.

5. **Swimming pools**

If there is a swimming pool:

- (a) has the pool been approved by the local council?
- (b) does it comply with all the requirements of the *Swimming Pools Act 1992*?
- (c) has a fence been erected around the swimming pool?

6. **Rates**

- (a) What government, local government or statutory authorities levy rates on the property? (*Such as shire council, Livestock Health and Pest Authority or a Catchment Management Trust*).
- (b) Has the property been declared 'farmland' for rating purposes under the *Local Government Act 1993*?
- (c) Are there any deferred rates attaching to the property? Please provide particulars.

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

8. **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*?
 - (c) Is there any charge affecting the land under section 22(5) the *Soil Conservation Act 1938*?
 - (d) Are there any circumstances known to the vendor that could give rise to soil conservation liabilities in the future?

9. **Timber**
 - (a)
 - (i) Are there any agreements with any authority or anyone else about the felling or removal of timber from 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 vendor aware of any of the following being granted to or held by the vendor or any other person under the *Forestry Act 1916* in respect of the property:
 - (i) timber lease or licence;
 - (ii) products licence;
 - (iii) clearing licence;
 - (iv) profit-a-prendre; or
 - (v) any other lease, licence, permit, right or interest?
 - (c) Is any part of the property in a Catchment Protection Area?

10. **Water**
 - (a) Is the vendor entitled to have water supplied to the property by any authority?
 - (b) Is any water available to the property:
 - (i) from any well, bore or any dam that is not wholly on the property; or
 - (ii) under any private water agreement?
 - (c)
 - (i) Is the land in a water sharing plan area under the *Water Management Act 2000*?
 - (ii) Has the vendor any water rights or any licence, permit or authority under the *Water Management Act 2000*, or the benefit of any applications for those things that have not been dealt with?
 - (d) Is the vendor liable to any authority or to any other person to pay for water or for water rights?
 - (e)
 - (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?
 - (f) Are there any bore trusts that affect the property?
 - (g) Is there a dam on the property with a capacity in excess of 7 megalitres or which is used for irrigation or which is used for watering a commercial crop or an intensive livestock industry, and if so, has the dam been registered with the Department of Infrastructure Planning and Natural Resources and a licence issued for the dam?

(Requirement which commenced 1 January 1999). If so, please provide a copy of the licence.

11. **Electricity**
 - (a) Which electricity authority supplies electricity to the property?
 - (b) Is there any money owing to that authority for capital works?
12. **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 Livestock Health and Pest Authority property*).
 - (b) Are there any rights of way or other easements over the property?
 - (c) Is the vendor aware of any proposal or any application or pending applications to close or 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 or Crown road through the property at any point?
 - (f) Is there any enclosure permit that attaches to the property?
13. **Rural workers accommodation**
 - (a) Is there any building situated on the land for the accommodation of rural workers?
 - (b) If so:
 - (i) has the *Rural Workers Accommodation Act 1969* been complied with;
 - (ii) has a certificate of compliance been issued under Section 9 of that Act; and
 - (iii) is there an exemption from compliance under Section 12 of that Act?
 - (c) Is the vendor aware of any notice, prosecution or proceeding under that Act that has been instituted or threatened against the vendor or any previous owner of the property?
14. **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) Is the property or adjoining lands suspect or under surveillance (including property separated by a road or laneway) infected, suspect or under surveillance by the National OJD Control and Evaluation Programme?
 - (c) Is the property in a protected zone?
15. **Pollution**
 - (a) Are there any sheep or other stock dips, whether used or disused, on the property?
 - (b) Are there any outstanding notices or orders under the *Environmentally Hazardous Chemicals Act 1985*?
 - (c) Has the vendor or any tenant, share farmer or previous owner used any chemicals on the property that could give rise to any problems with chemical residues under the *Stock (Chemical Residues) Act 1975*?
 - (d) Has any Investigation Order been made under Section 17(1) or a Remediation Order been made under Section 23(1) of the *Contaminated Land Management Act 1997* (commenced on 1 September 1998)?
 - (e) Is there, or has there ever been, any underground fuel tank on the property? If so, please supply full information about where it is, or was, situated, and if it is still in use or not, and if not, has it been emptied of fuel and filled with water. Also, has there been any above ground fuel tank which may have leaked, causing soil pollution?

16. **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.
17. **Resumptions**
- Is the vendor aware of any resumption, proposed resumption or proposed purchase of the property by any public authority? (*Such as National Parks and Wildlife Act*).
18. **Fixtures**
- Are there any fixtures or inclusions in the sale that are not owned by the vendor free of any encumbrances?
19. **Agreements or disagreements affecting the property**
- (a) Is the vendor aware of any agreements with anyone else affecting the property? (*Such as sharefarming, timber getting, trail-bike riding*).
 - (b) Are there any legal proceedings pending or not concluded that involve the property in any way?
20. **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.
21. **Pipelines**
- Is the vendor aware of any licence, permit or easement for any pipeline over the property, either under the *Pipelines Act 1967* or otherwise?
22. **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*?
 - (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*?
23. **Native Vegetation**
- (a) Is the land subject to a Native Vegetation Agreement?
 - (b) Has the vendor carried out, or caused to be carried out, on the property any clearing of native vegetation as defined in the *Native Vegetation Conservation Act 1997* (*the Act*)?
 - (c) If so:
 - (i) was clearing carried out pursuant to a development consent or a Regional Vegetation Management Plan approved under the Act?
 - (ii) was clearing carried out in accordance with the terms and conditions of that consent or plan?
 - (iii) has clearing allowed by the consent or the plan been completed?
 - (d) Has the vendor, or any previous owner, ever made any application to clear native vegetation under the Act or under State Environmental Planning Policy (S.E.P.P.) 46 in force from 10 August 1995? If so, what was the result of that application?

- (e) Has the Director General of the Department of Land and Water Conservation made any 'stop work' order under Section 46 or given directions for remedial work under Section 47?
- (f) Has the vendor, or any previous owner, ever been prosecuted for clearing native vegetation illegally?
- (g) Is there a Regional Vegetation Management Plan in force?

24. Threatened Species

- (a) Is the vendor aware of any endangered or vulnerable species or endangered populations or endangered ecological communities as defined in the *Threatened Species Conservation Act 1995* on the property?
- (b) In reference to the *Threatened Species Conservation Act 1995* are there, or has there ever been, that the vendor knows of, 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?
 - (v) any species impact statement prepared either for the purposes of the *Threatened Species Conservation Act* in accordance with Section 110 or for the purposes of the *Environmental Planning and Assessment Act 1979*?
 - (vi) any stop work order made by the Director General under Section 114 or any interim protection order made under Part 6A of the *National Parks and Wildlife Act 1974*?
- (c) If the answer is Yes to any of these, please supply full details.

25. Native Title

- (a) Is the vendor aware of any Native Title claim lodged and/or sustained under either the *Commonwealth* or *New South Wales Native Title Acts*?
- (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 the Native Title holders.

26. 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 or relics on any part of the property?

27. Environment

Has the vendor undertaken any activity that constitutes a 'controlled action' under the *Environment Protection and Biodiversity Conservation Act*?

28. Documents to be handed over on settlement

- (a) If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
- (b) Please list any documents to be handed over on settlement in addition to the title deed, transfer and discharge of any mortgage.



Upper Lachlan Shire Council

All correspondence addressed to the Chief Executive Officer, PO Box 42, Gunning NSW 2581
p: 02 4830 1000 | e: council@upperlachlan.nsw.gov.au | www.upperlachlan.nsw.gov.au

Crookwell Office: 44 Spring Street, Crookwell NSW 2583
Gunning Office: 123 Yass Street, Gunning NSW 2581

Applicant:	Robert J McCarthy & Co Solicitors	Applicant Ref:	TM:BR:13446
	PO Box 6	Fees Paid:	\$70.60
	CROOKWELL NSW 2583	Receipt No:	708028
		Certificate No.:	402/2025
		Date of Issue:	15 September 2025

Section 10.7 Planning Certificate

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

Property Description:	Lot: 2 DP: 249278, Lot: 1 DP: 525449, Lot: 7 DP: 753015, Lot: 9 DP: 753015, Lot: 10 DP: 753015, Lot: 11 DP: 753015, Lot: 91 DP: 753015, Lot: 267 DP: 753015, Lot: 169 DP: 753015, Lot: 210 DP: 753015, Lot: 218 DP: 753015, Lot: 271 DP: 753015, Lot: 272 DP: 753015, Lot: 102 DP: 753015, Lot: 134 DP: 753015, Lot: 219 DP: 753015, Lot: 266 DP: 753015
	Golspie Road GOLSPIE
Assessment No.:	435

DISCLAIMER:

This certificate contains important information regarding the land described above only. The information provided in this certificate is relied upon data held by Council and data supplied by State Government as they existed at the date of this certificate.

While the information herein is provided with all due care and in good faith, it is provided on the basis that Council will not accept any responsibility for and will not be liable for its contents or for any consequence arising from its use.

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 the certificate that you do not understand please contact Council's Environment and Planning Department on 4830 1000 or alternatively by email Council at council@upperlachlan.nsw.gov.au.

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 (SEPP)

SEPP (Biodiversity and Conservation) 2021	SEPP (Precincts – Regional) 2021
SEPP (Building Sustainability Index: BASIX) 2004	SEPP (Primary Production) 2021
SEPP (Exempt and Complying Development Codes) 2008	SEPP (Resilience and Hazards) 2021
SEPP (Housing) 2021	SEPP (Resources and Energy) 2021
SEPP (Industry and Employment) 2021	SEPP (Sustainable Buildings) 2022
SEPP No. 65 Design Quality of Residential Apartment Development	SEPP (Transport and Infrastructure) 2021
SEPP (Planning Systems) 2021	

Local Environmental Plan (LEP)

Upper Lachlan Local Environmental Plan 2010

Development Control Plan (DCP)

Upper Lachlan Development Control Plan 2010 (Amendment 6)

- (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.

Draft Amendments of the Upper Lachlan Local Environmental Plan 2010

Draft amendments to the land use tables of the Upper Lachlan Local Environmental Plan 2010

- *Planning Proposal - 4273 Goulburn Road, Crookwell*
- *Planning Proposal - 18 Boureong Drive, Gunning*
- *Planning Proposal – 43 Harley Road, Crookwell*
- *Planning Proposal – 39 Redground Road, Crookwell*
- *Planning Proposal – Federal Highway, Collector*

Standard Instrument Draft Amendments/Orders

- *Nil*

Draft Amendments to the Upper Lachlan Development Control Plan 2010

Vegetation Management and Tree Removal Amendments to Upper Lachlan Development Control Plan 2010.

Draft State Environmental Planning Policies (SEPP'S)

Explanation of Intent - SEPP Transport and Infrastructure (Chapter 4 Major Infrastructure Corridors)

Explanation of Intent – SEPP Housing

Explanation of Intent – SEPP Cultural

Explanation of Intent – SEPP Infrastructure (Health Services Facilities)

- *SEPP (Exempt and Complying Development Codes) Amendment (Agritourism) 2022*
- [*State Environmental Planning Policy \(Exempt and Complying Development Codes\) Amendment \(Agritourism\) 2022*](#)
- [*Environmental Planning and Assessment \(Development Certification and Fire Safety\) Amendment \(Farm Stay Accommodation\) Regulation 2022*](#)

Draft South East and Tablelands Regional Plan 2041

For more information please visit the Planning NSW and NSW Planning Portal websites

<https://www.planning.nsw.gov.au/Policy-and-Legislation/State-Environmental-Planning-Policies>

<https://www.planningportal.nsw.gov.au/exhibitions-publications/exhibitions>

- (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

(a) The *Upper Lachlan Local Environmental Plan 2010* identifies the land as being within the following zone(s);

RU2 - Rural Landscape

- (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,

Please see **Attachment A** or the following link to obtain the Land Use Table of Upper Lachlan Local Environmental Plan 2010 <https://legislation.nsw.gov.au/view/html/inforce/current/epi-2010-0368#pt>

- (c) Whether additional permitted uses apply to the land
No
- (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,
Yes - minimum lot size 80ha
- (e) Whether the land is in an area of outstanding biodiversity value under the [Biodiversity Conservation Act 2016](#),
No
- (f) Whether the land is in a conservation area, however described,
Council has no heritage conservation area within the Upper Lachlan Local Government Area.
- (g) Whether an item of environmental heritage, however described, is located on the land
No

3 Contributions Plan

- (1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.
- Upper Lachlan Development Contributions Plan 2007
 - Upper Lachlan Section 94A Development Contributions Plan 2015
- (2) If the land is in a special contributions area under the Act, Division 7.1, the name of the area.
No

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.

Note: *It is your responsibility to ensure that you comply with any other general requirements of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. Failure to do so may mean that a Complying Development Certificate issued under the provisions of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 is invalid.*

Housing Code

Complying development under the Housing Code does not apply to the Upper Lachlan Local Government Area.

Rural Housing Code

Complying development under the Rural Housing Code does not apply to the Upper Lachlan Local Government Area.

Low Rise Housing Diversity Code

Complying development under the Low Rise Housing Diversity Code may not be carried out on the land.

Reason(s) are as follows;

- The property is not zoned R2 or RU5, therefore the code is not applicable

Greenfield Housing Code

Complying development under the Greenfield Housing Code does not apply to the Upper Lachlan Local Government Area.

Inland Code

Complying development under the Inland Code may not be carried out on the land.

Reason(s) are as follows;

- land identified by an environmental planning instrument as being—
 - (iv) environmentally sensitive land, (partial)

Housing Alterations Code

Complying development under the Housing Alterations 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 Building Code

Complying development under the Industrial and Business Building Code does not apply to the Upper Lachlan Local Government Area.

Container Recycling Facilities Code

Complying development under the Container Recycling Facilities Code may not be carried out on the land.

Reason(s) are as follows;

- The property is not zoned E1, MU1 or IN2, therefore the code is not applicable

Subdivisions Code

Complying development under the Subdivision Code may 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.

Note. If the land is a lot to which the Housing Code, Rural Housing Code, Housing Alterations Code, General Development Code, Commercial and Industrial Alterations Code or Commercial and Industrial (New Buildings and Additions) Code (within the meaning of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* applies, complying development may be carried out on any part of the lot that is not affected by the provisions of Clause 1.19 of that Policy.

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.

General Exempt Development Code

Exempt development under the General Exempt Development code may be carried out on the land.

Advertising and Signage Exempt Development Code

Exempt development under the Advertising and Signage Exempt Development Code may be carried out on the land.

Temporary Uses and Structures Exempt Development Code

Exempt development under the Temporary Uses and Structures Exempt Development Code 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

No. Council is not aware of any affected building notice that is in force in respect of the land.

- (b) a building product rectification order is in force in relation to the land that has not been fully complied with, or

No. Council is not aware of any building product rectification order given in relation to the land that has not been fully complied with.

(c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.

No. Council is not aware of any intention to make a building product rectification order in respect of the land and 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](#).

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.

No

8 Road widening and road alignment

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.

No

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.

No

(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.

No

(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*.

The Upper Lachlan Floodplain Risk Management Study and Plan can be obtained by following the link. <https://www.upperlachlan.nsw.gov.au/planning/strategies-plans-policies/floodplain-risk-management-study-and-plan>

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.

- Bush fire Yes
- Contaminated Land No
- Aircraft Noise – Crookwell Airport No

- (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.

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.

The land is identified as being bush fire prone land (partially).

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

Note: Relevant information can be found at Planning for Bush Fire Protection 2019

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 insufficient information to identify if loose-fill asbestos insulation is applicable.

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](#).

No

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.

Not Applicable

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, 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.

No

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.

No

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.

17 Biodiversity certified land

If the land is biodiversity certified land under the [Biodiversity Conservation Act 2016](#), Part 8, a statement to that effect.

No

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.

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 is not aware of any orders under the [Trees \(Disputes Between Neighbours\) Act 2006](#)

19 Annual charges under [Local Government Act 1993](#) for coastal protection services that relate to existing coastal protection works

Not applicable to the Upper Lachlan Local Government Area

20 Western Sydney Aerotropolis

Not applicable to the Upper Lachlan Local Government Area

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, section 88(2).

No

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.

No. Council is not aware of any current site compatibility certificate (affordable rental housing) in respect of proposed development on the land.

- (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, section 21(1) or 40(1).

No terms referred to in section 21(1) or 40(1) of the *State Environmental Planning Policy (Housing) 2021* have been imposed as conditions of consent to a development application in respect of the land.

- (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).

No terms referred to in clause 17(1) or 38(1) of the *State Environmental Planning Policy (Affordable Rental Housing) 2009* have been imposed as conditions of consent to a development application in respect of the land.

- (4) In this section—

former site compatibility certificate means a site compatibility certificate issued under [State Environmental Planning Policy \(Affordable Rental Housing\) 2009](#).

Section 10.7(5)

On application made to the Council and the payment of the Council prescribed fee, advice is provided pursuant to Section 10.7(5) of the *Environmental Planning and Assessment Act 1979* on such other relevant matters, affecting the land, of which the Council may be aware.



Karinne Granger
Development Control Officer

Attachments - A

Attachment A**Zone RU2 Rural Landscape****1 Objectives of zone**

- To encourage sustainable primary industry production by maintaining and enhancing the natural resource base.
- To maintain the rural landscape character of the land.
- To provide for a range of compatible land uses, including extensive agriculture.
- To protect, manage and restore areas with high conservation, scientific, cultural or aesthetic value.
- To encourage development that generates employment opportunities, integrates with tourism and is compatible with, and adds value to, local agricultural production.
- To retain the significant historic and social values expressed in existing landscapes and land use patterns.
- To conserve and enhance the quality of potentially valuable environmental assets, including waterways, riparian land, wetlands and other surface and groundwater resources, remnant native vegetation and fauna movement corridors.

2 Permitted without consent

Building identification signs; Business identification signs; Environmental protection works; Extensive agriculture; Home-based child care; Home businesses; Home occupations

3 Permitted with consent

Aquaculture; Cellar door premises; Dwelling houses; Food and drink premises; Garden centres; Group homes; Hardware and building supplies; Landscaping material supplies; Light industries; Markets; Plant nurseries; Roadside stalls; Rural supplies; Rural workers' dwellings; Secondary dwellings; Shop top housing; Timber yards; Any other development not specified in item 2 or 4

4 Prohibited

Amusement centres; Car parks; Caravan parks; Commercial premises; Centre-based child care facilities; Depots; Entertainment facilities; Exhibition homes; Exhibition villages; Freight transport facilities; Function centres; Health services facilities; Heavy industrial storage establishments; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Mortuaries; Passenger transport facilities; Public administration buildings; Recreation facilities (indoor); Registered clubs; Residential accommodation; Respite day care centres; Restricted premises; Service stations; Sex services premises; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Warehouse or distribution centres; Wholesale supplies