

# Contract for the sale and purchase of land 2019 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW DAN:</b>
vendor's agent	<b>McGrath Orange</b> 191A Lords Place, Orange, NSW 2800	Phone: 7903 0753
co-agent		
vendor	<b>Deborah Frantiska Lander</b> 77 Winston Way, Molong, NSW 2866	
vendor's solicitor	<b>Margot Sawyer Conveyancing</b> 2, 67 Bank Street, Molong NSW 2866 PO Box 174, Molong NSW 2866	Phone: 02 6366 8222 Email: margot@margotsawyerconveyancing.com.au Fax: 02 6366 9273 Ref: MJS:221079
date for completion land (address, plan details and title reference)	<b>42nd day after the contract date</b> 77 Winston Way, Molong, New South Wales 2866 Registered Plan: Lot 102 Plan DP 1017599 Folio Identifier 102/1017599	(clause 15)
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSES <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: as per attached list marked "A"	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked <del>or as numbered</del> : <input type="checkbox"/> other documents:	

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

inclusions	<input type="checkbox"/> blinds	<input checked="" type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input type="checkbox"/> stove
	<input type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood	<input type="checkbox"/> pool equipment
	<input type="checkbox"/> clothes line	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels	<input type="checkbox"/> TV antenna
	<input checked="" type="checkbox"/> curtains	<input checked="" type="checkbox"/> other: ceiling fans		
exclusions				
purchaser				
purchaser's solicitor				
price				
deposit	_____			(10% of the price, unless otherwise stated)
balance				
contract date				(if not stated, the date this contract was made)

buyer's agent \_\_\_\_\_

<b>vendor</b>	<b>GST AMOUNT (optional)</b> The price includes GST of: \$	<b>witness</b>
<b>purchaser</b>	<input type="checkbox"/> JOINT TENANTS <input type="checkbox"/> tenants in common <input type="checkbox"/> in unequal shares	<b>witness</b>

**Choices**

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

**Nominated Electronic Lodgment Network (ELN)** (clause 30) PEXA

**Electronic transaction** (clause 30)  no  YES

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

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

**Land tax** is adjustable  NO  yes

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

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

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

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

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

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *GSTRW payment*:

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

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

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

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

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

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

## List of Documents

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

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

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

### COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

### DISPUTES

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

### AUCTIONS

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

**WARNINGS**

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

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

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

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

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

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

## 2 Deposit and other payments before completion

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

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

### 3 Deposit-bond

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

### 4 Transfer

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

### 5 Requisitions

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

### 6 Error or misdescription

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

## 7 Claims by purchaser

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

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

## 8 Vendor's rights and obligations

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

## 9 Purchaser's default

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

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

## 10 Restrictions on rights of purchaser

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

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

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

#### 14 Adjustments

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

#### 15 Date for completion

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

#### 16 Completion

##### • Vendor

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

- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
  - *FRCGW remittance payable*;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *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 4.3);
- 20.6.2 served if it is served by the *party* or the *party's solicitor*;
- 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
- 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

**21 Time limits in these provisions**

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

**22 Foreign Acquisitions and Takeovers Act 1975**

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

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

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

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

**24 Tenancies**

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

**25 Qualified title, limited title and old system title**

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

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

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

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

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

### 31 Foreign Resident Capital Gains Withholding

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

### 32 Residential off the plan contract

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

## 77 Winston Way Property Inclusions

### Main house (12 months old):

- 4 Beds (main with ensuite and dressing room)
- Study or 5<sup>th</sup> bedroom
- 3 way bathroom
- Family Room
- Dining
- Lounge
- Utility Room
- Kitchen
- inslab hydronic heating to entire house
- double glazing to all windows
- walls, slab and roof insulated
- 30,000 litre connected to house
- 2 car Porte Cochre
- aerated septic tank system
- 3 phase power connected

### Machinery shed 12m x 12m

- fully enclosed (full height sliding doors) 2 bays clear span
- concrete floor
- 3 phase power connected
- lights and numerous powerpoints located throughout
- 2 x 30,000 litre water tanks connected

### Manager's House

- 3 Beds (main with ensuite and WIW)
- bathroom
- kitchen / dining
- lounge – split system reverse cycle airconditioning
- Laundry with full shower and toilet
- Garage / shed with bonus teenager's retreat, guest bedroom, 2 bathrooms and wash area (hot and cold water) Shed dimensions 12m x 9m ample room for 2 xlarge vehicles
- 2 x 30,000 litre water tanks connected
- aerated septic tank system
- 3 phase power connected

### Other improvements

- Steel cattle yards in excellent condition with steel loading ramp, 5 holding and squeeze yards, full vet crush, calf race and cradle. Main yard capacity 60 head. All weather access.
- Dressage arena 70 x 30 metres, drained and all weather access, 4 steel holding yards located adjacent to arena
- Subdivided into 15 paddocks, fencing new to fair order.
- 350,000 litre water tank filled from Bell river which reticulates over western side of property
- Double frontage to Bell River and to Caleula Creek

**ADDITIONAL CLAUSES ANNEXED TO AND FORMING PART OF THIS CONTRACT**

**VENDOR: Deborah Frantiska Lander**

**PURCHASER:**

**PROPERTY: 77 Winston Way, Molong**

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**33. The clauses of the standard form Contract for the sale and purchase of land 2019 edition are deemed to be amended as follows:**

33.1 Clause 7.1.1 replace "5%" with "1%".

33.2 Clause 8.1.1 by deleting the words "on reasonable grounds".

33.3 Clause 8.1.2 by deleting the words "and those grounds".

33.4 Clause 29 is deleted.

**34. Defects**

34.1 The purchaser acknowledges and agrees that:

- (a) they have inspected the *property* and all improvements, inclusions and any other items included in the sale.
- (b) the *property*, any buildings and improvements on the *property* and any items included in the sale are sold and shall be accepted by the purchaser in the condition and state of repair with all defects, if any, whether latent or patent, structural or otherwise, at the contract date subject to normal wear and tear.

34.2 The purchaser shall not make any objection, *requisition*, or claim for compensation nor seek to *rescind* or *terminate* this Contract nor delay its completion in relation to or on account of the condition of the *property* or any improvements or inclusions.

### **35. Agent**

- 35.1 The purchaser warrants that they were not introduced to the *property* by any agent other than the agent and/or co-agent (if applicable) referred to in this Contract and that no other agent is the effective cause of this sale. If the purchaser is in breach of this warranty the purchaser will indemnify the vendor against any claim, action, demand, or suit by any other agent(s) arising out of this sale.
- 35.2 If no agent is referred to in this Contract and if any claim, demand, suit, proceeding, or action is made or taken by any agent against the vendor for any commission in respect of this sale then the purchaser will indemnify the vendor in this respect.
- 35.3 It is agreed that these indemnities shall be continuing indemnities not merging on completion.

### **36. Provision of death, bankruptcy etc.**

- 36.1 Without in any manner negating, limiting or restricting any rights or remedies which would have been available to either *party* at law or in equity had this clause not been included should either *party* or if more than one any of them prior to completion:-
- (a) die or become mentally ill then either *party* may *rescind* this Contract by notice in writing forwarded to the *solicitor* named as the other *party's solicitor* in this Contract and the provisions of clause 19 shall then apply.
  - (b) being a company resolve to go into liquidation or have a petition for the winding up of the purchaser presented or become subject to external administration or should any liquidator, receiver or official manager be appointed in respect of the purchaser then the purchaser shall be deemed to be in default of this Contract.

### **37. Completion**

- 37.1 If either *party* is unwilling or unable to complete by the date for completion, the other *party* shall be entitled at any time after the date for completion to *serve* a Notice to Complete making the time for completion essential. Such a Notice shall give not less than fourteen (14) days notice from the time and date of receipt by the other *party* and fourteen (14) days is deemed by both *parties* to be reasonable and sufficient notice.
- 37.2 In the event such notice is validly *served*, the *party* receiving such notice shall pay to the other *party* the sum of three hundred and thirty dollars (\$330.00) to cover legal costs and other expenses incurred as a consequence of the necessity for service of the notice, as a genuine pre-estimate of those additional expenses, to be allowed by the *party* receiving the notice as an additional adjustment on completion.

### **38. Delay**

38.1 If any monies payable by the purchaser under this Contract are not paid on the date for completion the purchaser shall on completion and in addition to the purchase price pay to the vendor interest on the balance of the purchase price at the rate of ten per cent (10%) per annum calculated from the date for completion until the date of actual completion PROVIDED THAT if at the date for completion the vendor is in default of any of their obligations pursuant to this Contract then interest will only accrue from the date that the vendor has complied with all such obligations.

38.2 Any interest will be a liquidated debt due to the vendor and be immediately recoverable by them in any Court of appropriate jurisdiction together with all costs and expenses of the vendor relating to such enforcement and collection of payment. The *parties* agree that such amount is a genuine pre-estimate of the vendor's loss of interest for the purchase money and liability for rates and outgoings.

### **39. Finance**

The purchaser warrants to the vendor that they:

- (a) do not require finance to purchase the *property*; or
- (b) have obtained unconditional approval for finance to purchase the *property* on terms reasonable to the purchaser

and the purchaser acknowledges that as a result of making this disclosure the purchaser cannot *terminate* this Contract pursuant to sections 134, 135 and 137 of the *National Consumer Credit Protection Act 2009 (Cth)*.

### **40. No Sewerage Connections or Sewer Mains Diagram Available**

40.1 The vendor discloses that the sewer is not available to the *property* and accordingly no diagrams are available from the responsible authority in the ordinary course of its administration that purport to show the following:

- (a) the location of any sewer lines on the land upstream of the point of connection to the authority's sewer main (including the point of connection),
- (b) the location of the authority's sewerage infrastructure for the *property* downstream of the point of connection to the authority's sewer main (including the point of connection).

40.2 The purchaser may not make any objection, *requisition*, or claim for compensation or *rescind* or *terminate* or delay completion of this Contract because of the vendor's inability to attach any such diagrams to this Contract.

#### **41. Septic System**

The purchaser will make no objection, *requisition*, or claim for compensation in respect of any work that may be required by the local Council or otherwise on the septic system or registration thereof.

#### **42. Section 52A Conveyancing Act**

42.1 Subject to Section 52A(2)(b) of the *Conveyancing Act, 1919*, the Regulations and to the *Conveyancing (Sale of Land) Regulation 2017*, the purchaser acknowledges that the provisions of this contract constitute the full and complete contract between the *parties* and that there is no other understanding, agreement, warranty or representation whether expressed or implied in any way extending, defining or otherwise relation to the provisions of this Contract or binding on the *parties* with respect to any of the matters to which this Contract relates.

42.2 Without affecting or limiting the generality of the foregoing, the purchaser acknowledges that it has not in any way relied upon any representation, fact, statement, or implication of any kind set out in or arising from the sale information material provided by the vendors agent.

#### **43. Environmental provisions**

43.1 The purchaser expressly acknowledges as follows:

- (a) The purchaser has entered into this Contract for the purchase of the *property* in reliance on:
  - (i) the purchaser's own environmental audit and assessment of any contamination on the *property*.
  - (ii) the advices of the purchaser's own consultants in relation to the extent of any contamination on the *property*.
  - (iii) the purchaser's own judgment.
- (b) The purchaser has not relied on any statement, representation, information (whether verbal or written or in any other document) in respect of the presence

of any toxic or hazardous substance, gas, liquid or material, any waste or discharge, or pollutant ("Contaminant") in or upon the *property* or any water flowing through, over or under the *property* or otherwise made or given by the vendor or on the vendor's behalf and the purchaser has not been induced or influenced in any way by any such statement, representation or information to acquire title to the *property*.

- (c) That no warranties have been given by or on behalf of the vendor or are to be implied as to the presence or extent of any Contaminant in or upon the *property*.

43.2 The purchaser expressly agrees that the provisions of this additional clause 43 shall not merge on completion of the sale of the *property* but shall continue for the benefit of the vendor.

#### **44. Defects**

44.1 The purchaser will take the *property* as it stands and cannot make a claim or *requisition* or *rescind* or *terminate* because:

- (i) the fences are not actually on the correct boundary lines.
- (ii) of the ownership of the fences.
- (iii) any insufficiency of fencing.
- (iv) there exists now or prior to completion any authority to enter application, permit, lease or other right under any Act relating to gas, coal, minerals, or petroleum.
- (v) there are noxious weeds, animals or insects on the *property* or there are any charges or notices owing to or issued by any authority relating to the destruction of noxious animals or insects or relating to the clearing or reduction of any noxious weeds or prickly pear on the *property*.
- (vi) there may have been contamination from diesel, petrol or other poisonous substance stored on the *property*.

44.2 The purchaser will take the *property* with the boundary and internal fences in their present condition and repair.

44.3 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of any severance of any part of the *property* under the *Mining Acts* of New South Wales, nor in respect of any mining leases or authorities to enter exploration licences and any application for any leases, authorities to enter into or licences affecting the *property*.

**45. Obsolete equipment etc.**

If at completion, items of chattels not included in the sale remain upon the *property* (including obsolete equipment, junk, or rubbish) then the purchaser agrees to complete this Contract regardless and will not require the items of chattels to be removed from the *property* by the vendor either before or after completion whereupon title to such items shall pass to the purchaser.

**46. Conflict**

If there is any conflict between these Additional Clauses and the clauses in the attached Contract for the sale and purchase of land 2019 edition, then these Additional Clauses shall prevail.

**47. Company**

471 If the purchaser purports to be a company, each of the persons who have signed this Contract on behalf of the company warrant that the company has been incorporated and they shall be personally liable under this Contract both jointly and severally as if they had been named as purchaser.

47.2 In the event that the company fails for any reason to complete this purchase the persons who have signed this Contract on behalf of the company guarantee the due performance of the company in relation to its obligations pursuant to this Contract in every respect as if they had personally entered into this Contract themselves.



FOLIO: 102/1017599

SEARCH DATE	TIME	EDITION NO	DATE
23/6/2022	9:12 AM	4	12/6/2020

LAND

LOT 102 IN DEPOSITED PLAN 1017599  
 AT BELGRAVIA  
 LOCAL GOVERNMENT AREA CABONNE  
 PARISH OF COPPER HILL COUNTY OF WELLINGTON  
 PARISH OF LARRAS LAKE COUNTY OF WELLINGTON  
 PARISH OF MULYAN COUNTY OF WELLINGTON  
 TITLE DIAGRAM DP1017599

FIRST SCHEDULE

DEBORAH FRANTISKA LANDER (TZ AQ169932)

SECOND SCHEDULE (6 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 LAND EXCLUDES MINERALS WITHIN THE PART(S) SHOWN SO INDICATED IN THE TITLE DIAGRAM - SEE CROWN GRANT(S)
- 3 PROVISIONS OF S. 235A CROWN LANDS CONSOLIDATION ACT 1913 AS TO BOUNDARIES TO RIVERS AND LAKES
- 4 DP861183 EASEMENT FOR WATER SUPPLY 3 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 DP1017599 RIGHT OF ACCESS 14 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 6 AQ169933 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

SIGNATURES, SEALS AND STATEMENTS of relation to reserves, easements, restrictions on the use of land or positive covenants.

*Handwritten signatures:*  
 Phillip H. Searl  
 Phillip H. Searl  
 Phillip H. Searl

SIGNED for and on behalf of  
 Wescorp Building Corporation  
 ARBN 007 457 141  
 Under Power of Attorney No. 93.1 Book 407594  
 By: **SCOTT KNOCK**  
 Office N.S.W. Land Conr. \* Supervisor

He duly constituted Attorney who is personally known to me:  
**MARUS MALAN**

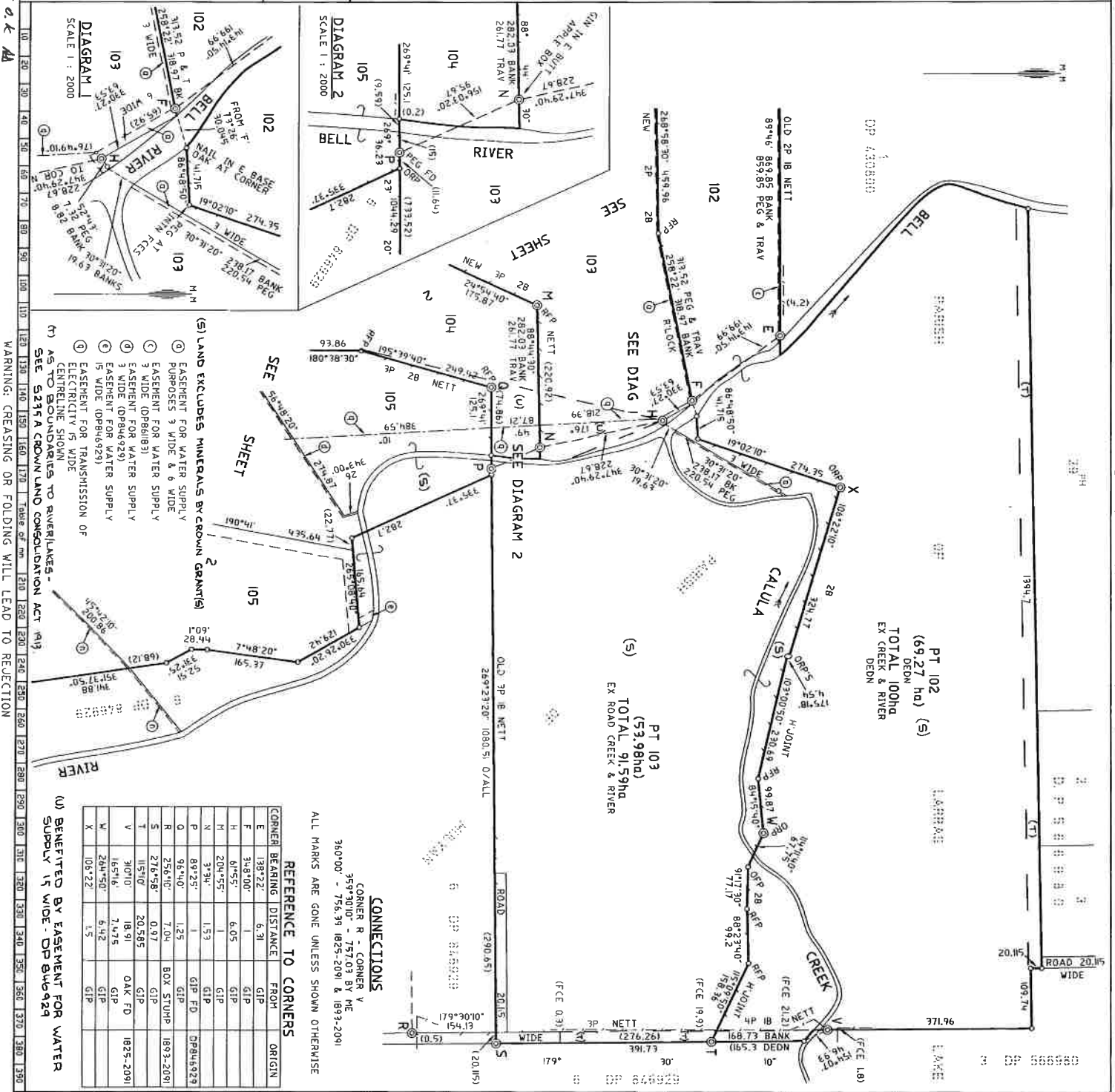
Mortgagee under Mortgage No. 2355057  
 Signed at Sydney this 17th day of  
 2000 for the National  
 Australia Bank Limited  
 From Mary FERGUSON  
 \* Deputy Registrar  
**KYRLE CRITCHFIELD**  
 235 George Street, Sydney, NSW

Crown Lands Office Approval  
 Plan Approved  
 Land District  
 Paper No.  
 Field Book

Subdivision Certificate  
 I certify that the provisions of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed  
 SUBDIVISION  
 (Name of the land)  
 (Name of the applicant)  
 (Date of subdivision)  
 Subdivision Certificate No. **DA 1999-218**

When this plan is lodged electronically in the Land Title Office it is subject to the provisions of the Electronic Conveyancing Act 2002. The Registrar-General will not be responsible for the accuracy of the information provided by the applicant.

SUPERVISOR'S REFERENCE 29815 CHECKLIST REPORT



DP1017599

Registered: **25-10-2000**

C.A.: SEE CERTIFICATE

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: **HOLONG 881**

Last Plan: **DP10175, DP844929, DP841891**

PLAN: OF SUBDIVISION OF

LOTS 36, 37, 38 & 39 IN

DP754888, LOT 25 & 26 IN

DP754891, LOT 72 IN DP841891

LOT 5 IN DP844929 & EASTERNS

WILMINT LOTS 1 & 5 IN DP841891

& LOT 73 IN DP841891

Lengths are in metres Reduction Ratio 1:5000

LGA: **CARBONNE**

Suburb/Locality: **BELGRAVIA**

Parrish: **COPPER HILL**

County: **HULLYAN (33)**

County: **WELLINGTON**

This is sheet 1 of my plan in 2 sheets

(Include if applicable)

PHILIP H SEARL

of TERRA SCIENCES PTY. LTD.

P.O. BOX 250 BELGRAVIA 2800

A surveyor registered under the Survey Act 1958. I hereby certify that the survey represented in this plan is accurate, has been made in accordance with the Survey Act 1958 and was completed on 11th July 1999.

The survey relates to LOT 102 & PART LOT 102

I have verified the area, boundary, height or depth and find them to be correct, subject to the order of the survey.

Done this 17th day of July 1999

Signature: *Philip H Searl*

Zone Subdivision/Category: **General Residential**

Plans used in preparation of survey / completion

DP841891 DP533345 1936-2091

DP846293 1088-2091 2093-2091

DP11075 1893-2091 2096-2091

DP1004379 1825-2091 1935-2091

DP565980 1894-2091 1975-2091

PLAN FOR USE ONLY for statements of intention to register public roads or other public infrastructure, easements, restrictions or other public infrastructure as to use.



INSTRUMENT SETTING OUT TERMS OF EASEMENT  
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE  
CONVEYANCING ACT 1919-1964

Lengths are in metres

SHEET 1 of 4 SHEETS

**DP 861183**

PART 1

Plan

Subdivision of Lot 7 in  
DP 846929 Parish of  
Copper Hill covered by  
Council Certificate  
No. DA-95-151  
of

Full name and address of  
Proprietor of the land:

EDWIN WINSTON BLOWES  
"Strathmore"  
MOLONG NSW 2866

Full name and address of  
Mortgagee of the land

WESTPAC BANKING  
CORPORATION  
Summer Street  
ORANGE NSW 2800

1. Identity of Easement firstly  
referred to in the above  
mentioned plan

Right of Carriageway  
16.8 wide

Schedule of Lots affected

Lots Burdened

72

Lots benefited

73

2. Identity of Easement secondly  
referred to in the above  
mentioned plan

Easement for transmission  
of electricity 12 wide

Schedule of Lots affected

Lots Burdened

71, 72, 73 & 74

Name of Authority benefited

Advance Energy

3. Identity of Easement thirdly  
referred to in the above  
mentioned plan

Easement for water supply  
3 wide



INSTRUMENT SETTING OUT TERMS OF EASEMENT  
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE  
CONVEYANCING ACT 1919-1964

Lengths are in metres

SHEET 2 of 4 SHEETS

PART 1

Plan DP 861183

Subdivision of Lot 7 in  
DP 846929 Parish of  
Copper Hill covered by  
Council Certificate  
No. DA-95-151  
of

Schedule of Lots affected

Lots Burdened

Lots Benefited

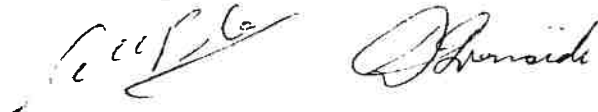
72 & 73

74

PART 2

1. Terms of Easement secondly referred to in above mentioned plan

An easement for the transmission of electricity with full and free right leave liberty and licence for the Supply Authority and its successors to erect construct place repair renew maintain use and remove electricity transmission mains wires cables towers poles and ancillary works on the surface, undersurface, or subsoil of the easement for the transmission of electricity and for purposes incidental thereto through and/or in and/or over and/or along the easement and to cause or permit electricity to flow or be transmitted through and along the said transmission mains wires and cables and to cut or trim or lop trees branches and other growths or foliage and to remove any other obstructions of any kind whatsoever which now or at any time hereafter may overhang encroach or be in or on the easement and which may or may be likely to interfere with any right leave liberty or licence granted hereunder and for any of the purposes aforesaid for the Supply Authority and every person authorised by it to enter into and upon the easement or any part thereof at all reasonable times and to remain there for any reasonable time with surveyors workmen vehicles things or persons and to bring and place and leave thereon or remove therefrom all necessary material machinery implements and things provided that the Supply Authority and the persons



INSTRUMENT SETTING OUT TERMS OF EASEMENT  
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE  
CONVEYANCING ACT 1919-1964

Lengths are in metres

SHEET 3 of 4 SHEETS

PART 1

Plan DP 861183

Subdivision of Lot 7 in  
DP 846929 Parish of  
Copper Hill covered by  
Council Certificate  
No. DA-95-151  
of

authorised by it will take all reasonable precautions to ensure as little disturbance as possible to the surface of the easement and will restore that surface as nearly as practicable to its original conditions AND the Registered Proprietor for the time being of the land hereby burdened shall not erect or permit to be erected any building fence or other erection of any kind or description on over or under the easement or alter the surface level thereof or carry out any form of construction affecting the surface, undersurface or subsoil thereof without the Supply Authority's permission in writing being first had and obtained PROVIDED that anything permitted by the Supply Authority under the foregoing covenant shall be executed in all respects in accordance with the reasonable requirements of the Supply Authority and to the reasonable satisfaction of the Engineer of the Council for the time being.

3. Terms of Easement thirdly referred to in above mentioned plan

An easement to take water by means of a pump situated on the servient tenement through pipes situate within the servient tenement to pipes situate within the dominant tenement together with the right of the registered proprietor for the time being of the dominant tenement entering upon the servient tenement from time to time for the purpose of inspecting, maintaining, cleansing, repairing, renewing and replacing the said pipes, valves, cocks, pumps and any other equipment necessary to operate the pump upon the servient tenement and where no such equipment as aforesaid exists, to lay, place and maintain a line of pipes and to install pumps, valves, cocks and any other equipment necessary to operate a pump.



INSTRUMENT SETTING OUT TERMS OF EASEMENT  
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE  
CONVEYANCING ACT 1919-1964

Lengths are in metres

SHEET 4 of 4 SHEETS

PART 1

Plan DP 861183

Subdivision of Lot 7 in  
DP 846929 Parish of  
Copper Hill covered by  
Council Certificate  
No. DA-95-151  
of

SIGNED SEALED and DELIVERED )  
by the said EDWIN WINSTON )  
BLOWES in the presence of: )

*[Handwritten signature]*  
.....

*[Handwritten signature]*  
.....

SOLICITOR  
D.J. Ironside

Signed Sealed and Delivered  
and on behalf of  
WESTPAC BANKING CORPORATION  
ARBN 007 457 141

*Warren Francis Ryan*  
by  
its duly constituted  
Attorney who is  
personally known to me

*[Handwritten signature]*  
James Aiono  
66 Pitt St Sydney  
Bank Officer.

WESTPAC BANKING CORPORATION  
ARBN 007 457 141  
by its Attorney

who hereby states that at the time of executing this instrument no notice  
of revocation has been received of the Power of Attorney registered in  
the office of the Registrar General No. 831 Book 4057, under  
the authority of which this instrument has been executed.

*W. Ryan*  
Office N.S.W. Loan Centre  
★ Manager  
★ Team Leader  
★ Supervisor  
★ Delete as applicable

REGISTERED  *[Handwritten signature]* 29.7.1996

SIGNATURES, SEALS AND STATEMENTS of intention to dedicate public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants

DP 861183

Registered: 29.7.1996

CA: N° DA - 95 - 151 OF 22-5-1996

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: PARISH

Last Plan: DP 846929

OF SUBDIVISION OF LOT 7 in D.P. 846929

Lengths are in metres. Reduction Ratio: 1:8000

LGA: CABONNE

Locality: COPPER HILL

Parish: WELLINGTON

This is sheet 1 of my plan. I hereby certify that the information is true and correct.

PHILIP H SEARL

of HONEY'S WHEELER & THORNE P/L

PO BOX 1963 ORANGE 2800

a surveyor registered under the Surveyors Act 1929

certifying that the information in this plan is accurate and that he has made or caused to be made a diligent inspection of the land and the documents referred to in the plan.

1995 and was completed on 14.11.1996

(Signature) *Philip H Searl*

Drawing Date: 14/11/1996

Plans used in preparation of survey/completion:

D.P. 533945

D.P. 846929

D.P. 936361

PANEL FOR USE ONLY for statements of intention to dedicate public roads or to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 - 84 IT IS INTENDED TO CREATE:

1) RIGHT OF CARRIAGEWAY 16.8 WIDE

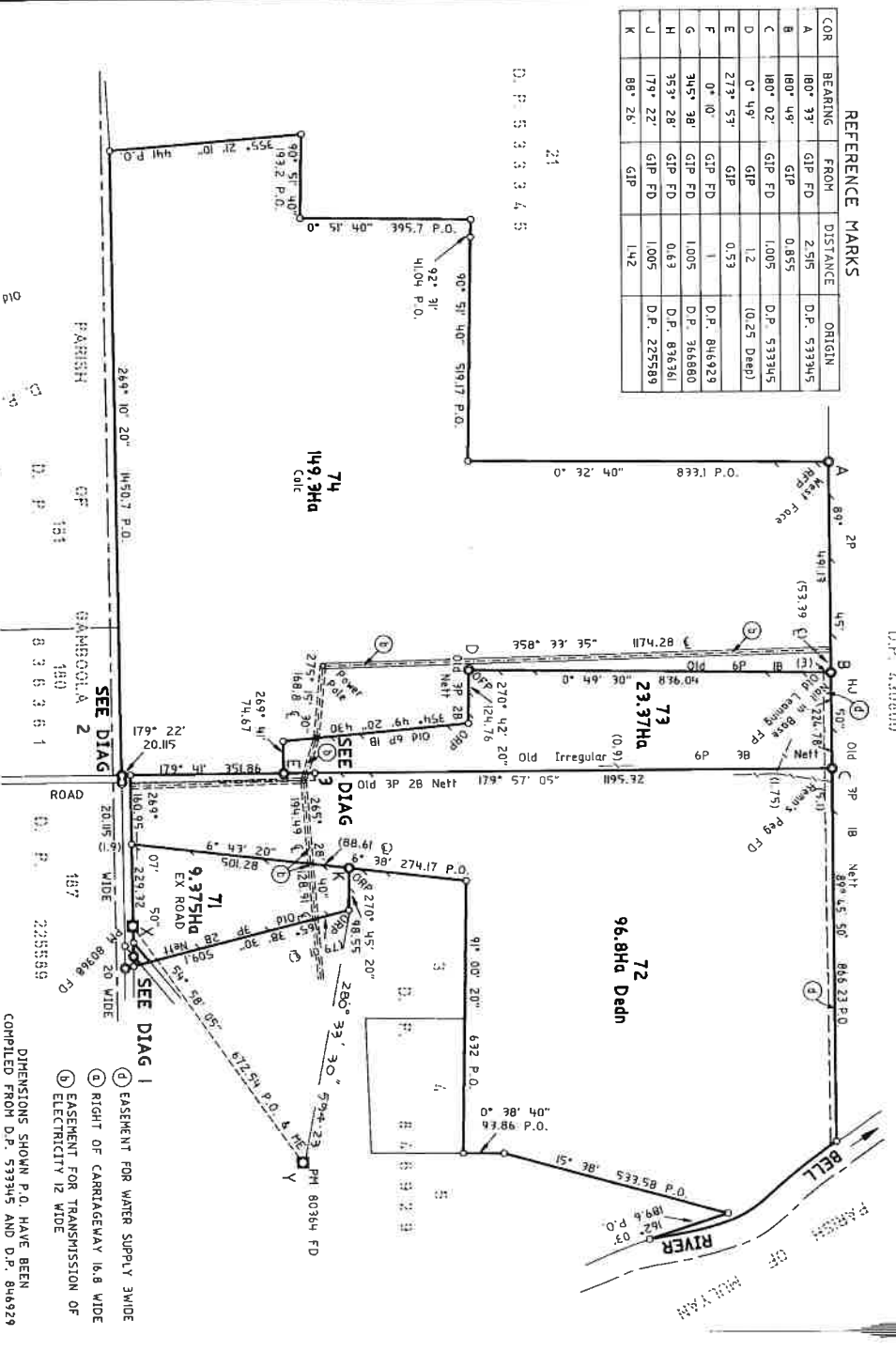
2) EASEMENT FOR TRANSMISSION OF ELECTRICITY 12 WIDE

3) EASEMENT FOR WATER SUPPLY 3 WIDE

REFERENCE MARKS

COR	BEARING	FROM	DISTANCE	ORIGIN
A	180° 33'	GIP FD	2.515	D.P. 533945
B	180° 49'	GIP	0.855	
C	180° 02'	GIP FD	1.005	D.P. 533945
D	0° 49'	GIP	1.2	(0.25 Deep)
E	273° 53'	GIP	0.53	
F	0° 10'	GIP FD	1	D.P. 846929
G	345° 38'	GIP FD	1.005	D.P. 366880
H	353° 28'	GIP FD	0.83	D.P. 836361
J	179° 22'	GIP FD	1.005	D.P. 225589
K	88° 26'	GIP	1.42	

21  
D.P. 533945



DIMENSIONS SHOWN P.O. HAVE BEEN COMPILDED FROM D.P. 533945 AND D.P. 846929

SEE DIAG 1  
SEE DIAG 2  
SEE DIAG 3

Government Land Office Approval

PLAN APPROVED  
Land Owner: [Signature]  
Surveyor: [Signature]  
Date: 14/11/1996

Council's Certificate  
The requirements of the Local Government Act, 1919 under the provisions of Section 114(1) have been satisfied.

Have been satisfied with the application in relation to the proposed SUBDIVISION.  
Submitted on: 14/11/1996  
Date: 14/11/1996

Signature: [Signature]  
Council: [Signature]

Warning: Creasing or folding will lead to rejection

Office of the Registrar-General / Src: InfoTrack / Ref: 221079

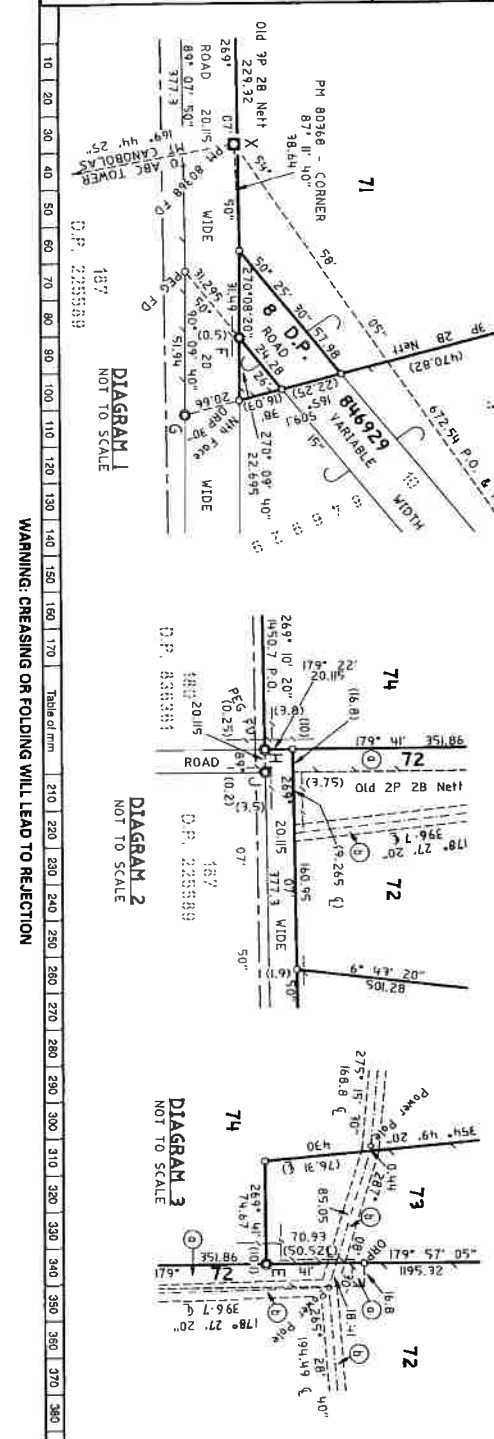


Diagram 1  
Diagram 2  
Diagram 3  
NOT TO SCALE

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTION  
ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO  
SECTION 88B OF THE CONVEYANCING ACT 1919-1964

DP1017599

Sheet 1 of 9 Sheets

PART 1

Plan

Plan of subdivision of Lots 36, 37, 49 & 76 in DP756888, Lots 162 & 151 in DP756895, Lots 23 & 24 in DP114075, Lot 72 in DP861183, Lot 5 in DP846929 & Easements within Lots 1 & 5 in DP1004379 and Lot 73 in DP861183 Parish of Copper Hill, Larras Lake & Mulyan covered by Council Clerks Certificate  
No. ~~1999~~-218  
of 29-5-2000

Full name and address of proprietor of the land

(as to Lot 36, 37, 49 & 76 in DP756888, Lot 162 & 151 in DP756895, Lot 23 & 24 in DP114075, Lot 72 in DP861183 and Lot 1 & 5 in DP1004379)  
EDWIN WINSTON BLOWES  
"Strathmore" Belgravia Lane  
MOLONG NSW 2866

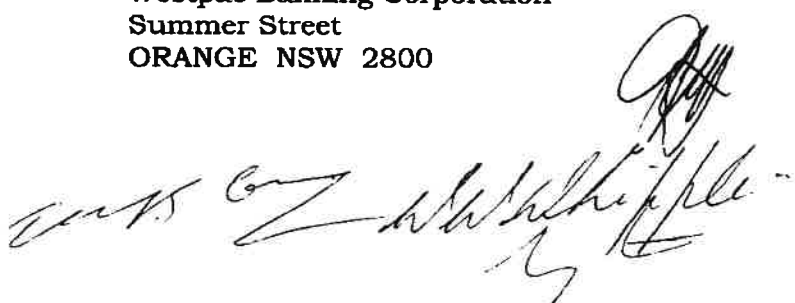
(as to Lot 5 in DP846929)  
WILLIAM WARWICK WHIPPLE  
"Bellgowrie" Belgravia Lane  
MOLONG NSW 2866

(as to Lot 73 in DP861183)  
LINDEL LOUISE ZARNOW & HENRY ZARNOW  
"Strathmore"  
MOLONG NSW 2866

Full name and address of mortgagee

(as to Lot 36, 37, 49 & 76 in DP756888, Lot 162 & 151 in DP756895, Lot 23 & 24 in DP114075, Lot 72 in DP861183 and Lot 1 & 5 in DP1004379)  
Westpac Banking Corporation  
Summer Street  
ORANGE NSW 2800





INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTION  
ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO  
SECTION 88B OF THE CONVEYANCING ACT 1919-1964

Lengths are in metres

Sheet 2 of 9 Sheets

PART 1

DP1017599

Plan of subdivision of Lots 36, 37, 49 &  
76 in DP756888, Lots 162 & 151 in  
DP756895, Lots 23 & 24 in DP114075,  
Lot 72 in DP861183, Lot 5 in DP846929  
& Easements within Lots 1 & 5 in  
DP1004379 and Lot 73 in DP861183  
Parish of Copper Hill, Larras Lake &  
Mulyan covered by Council Clerks  
Certificate  
No. 1999 - 218  
of 29-5-2000

(as to Lot 5 in DP846929)  
Australia and New Zealand Banking  
Group Limited  
Summer Street  
ORANGE NSW 2800

(as to Lot 73 in DP861183)  
National Australia Bank Limited  
Summer Street  
ORANGE NSW 2800

1. Identity of Easement firstly  
referred to in abovementioned plan

Easement for water supply purposes 3  
wide & 6 wide

Schedule of Lots affected

Lots Burdened

~~Lot 101~~  
Lot 101 Lot 103  
Lot 103, 101, Lot 73 DP861183, Lot 5 DP1004379  
Lot 5 DP1004379 103, 101  
Lot 73 DP861183, 103, 101

Lots Benefited

~~Lot 103~~  
Lot 101  
Lot 4 in DP1004379  
Lot 73 in DP861183  
Lot 5 DP1004379

INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTION  
ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO  
SECTION 88B OF THE CONVEYANCING ACT 1919-1964

Lengths are in metres

Sheet 3 of 9 Sheets

PART 1

**DP1017599**

Plan of subdivision of Lots 36, 37, 49 &  
76 in DP756888, Lots 162 & 151 in  
DP756895, Lots 23 & 24 in DP114075,  
Lot 72 in DP861183, Lot 5 in DP846929  
& Easements within Lots 1 & 5 in  
DP1004379 and Lot 73 in DP861183  
Parish of Copper Hill, Larras Lake &  
Mulyan covered by Council Clerks  
Certificate  
No. 1999-218  
of 29-5-2000

2. Identity of Easement secondly  
referred to in the abovementioned plan

Easement for water supply purposes 3  
wide

Schedule of Lots affected

Lots Burdened

Lots Benefited

Lot 1 DP1004379

Lot 4 DP1004379

3. Identity of Easement thirdly referred  
to in the abovementioned plan

Right of access 14 wide

Schedule of Lots affected

Lots Burdened

Lots Benefited

Lot 101

Lot 102

4. Identity of Easement fourthly referred  
to in the abovementioned plan

Right of access 11.3 wide

*Handwritten signatures:*  
Hans J. ...  
David ...

*Handwritten signatures:*  
G.C. ...  
R. ...

INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTION  
ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO  
SECTION 88B OF THE CONVEYANCING ACT 1919-1964

Lengths are in metres

Sheet 4 of 9 Sheets

PART 1

**DP1017599**

Plan of subdivision of Lots 36, 37, 49 &  
76 in DP756888, Lots 162 & 151 in  
DP756895, Lots 23 & 24 in DP114075,  
Lot 72 in DP861183, Lot 5 in DP846929  
& Easements within Lots 1 & 5 in  
DP1004379 and Lot 73 in DP861183  
Parish of Copper Hill, Larras Lake &  
Mulyan covered by Council Clerks  
Certificate  
No. 1999-218  
of 29-5-2000

Schedule of Lots affected

Lots Burdened

Lots Benefited

Lot 103

Lot 104

5. Identity of Easement fifthly referred  
to in the abovementioned plan

Easement for electricity purposes 12  
wide

Schedule of Lots affected

Lots Burdened

Authority Benefited

Lot 101

Advance Energy

*Handwritten signature: Aust. J. ...*

*Handwritten signature: ... W. Whipple*

INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTION  
ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO  
SECTION 88B OF THE CONVEYANCING ACT 1919-1964

Lengths are in metres

Sheet 5 of 9 Sheets

PART 1

**DP1017599**

Plan of subdivision of Lots 36, 37, 49 &  
76 in DP756888, Lots 162 & 151 in  
DP756895, Lots 23 & 24 in DP114075,  
Lot 72 in DP861183, Lot 5 in DP846929  
& Easements within Lots 1 & 5 in  
DP1004379 and Lot 73 in DP861183  
Parish of Copper Hill, Larras Lake &  
Mulyan covered by Council Clerks  
Certificate  
No. 1999 - 218  
of 29 - 5 - 2000

6. Identity of Easement sixthly referred  
to in the abovementioned plan

Easement for Electricity purposes 15  
wide

Lots Burdened

Authority Benefited

Lot 103, 104 and 105

Advance Energy

7. Identity of Restriction as to User  
sixthly referred to in the  
abovementioned plan

Restriction ~~as to User~~  
on use of Land.

19/6  
+ seventhly

*Handwritten signatures: Alan T. Z...*  
*Andell Z...*

*Handwritten signatures: [unclear] [unclear]*

INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTION  
ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO  
SECTION 88B OF THE CONVEYANCING ACT 1919-1964

Lengths are in metres

Sheet 6 of 9 Sheets

PART 1

**DP1017599**

Plan of subdivision of Lots 36, 37, 49 &  
76 in DP756888, Lots 162 & 151 in  
DP756895, Lots 23 & 24 in DP114075,  
Lot 72 in DP861183, Lot 5 in DP846929  
& Easements within Lots 1 & 5 in  
DP1004379 and Lot 73 in DP861183  
Parish of Copper Hill, Larras Lake &  
Mulyan covered by Council Clerks  
Certificate  
No. 1999-218  
of 29-5-2000

Schedule of Lots affected

Lots Burdened

Lot 101

Authority Benefited

Cabonne Council

PART 2

1. Terms of Easement firstly and secondly referred to in the abovementioned  
plan

1. The Owner of the lot benefited may:
  - (a) use the land burdened, but only within the site of easement, to provide a water supply to the lot benefited, and
  - (b) do anything reasonably necessary for that purpose including:
    - entering the lot burdened, and
    - taking anything on to the lot burdened, and
    - carrying out work, such as constructing, placing, repairing or maintaining pipes, pumping system, power supply and equipment.
2. In exercising those powers, the owner of the lot benefited must:
  - (a) ensure all work is done properly, and
  - (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and

*Handwritten signature: Stuart J. ...*

*Handwritten signature: ... Whipple*

INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTION  
ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO  
SECTION 88B OF THE CONVEYANCING ACT 1919-1964

Lengths are in metres

Sheet 7 of 9 Sheets

PART 1

**DP1017599**

Plan of subdivision of Lots 36, 37, 49 &  
76 in DP756888, Lots 162 & 151 in  
DP756895, Lots 23 & 24 in DP114075,  
Lot 72 in DP861183, Lot 5 in DP846929  
& Easements within Lots 1 & 5 in  
DP1004379 and Lot 73 in DP861183  
Parish of Copper Hill, Larras Lake &  
Mulyan covered by Council Clerks  
Certificate  
No. 1999 - 218  
of 29-5-2000

- (c) cause as little damage as is practicable to the lot burdened and any improvement on it, and
- (d) restore the lot burdened as nearly as is practicable to its former condition, and
- (e) make good any collateral damage.

2. Terms of Easement thirdly and fourthly referred to in the abovementioned plan

Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment, and every person authorised by him, to go, pass and repass at all times and for all purposes with or without animals or vehicles or both to and from the said dominant tenement or any such part thereof. The registered proprietor of the dominant tenement shall be wholly responsible for maintaining and repairing the site of the carriageway in a proper state of repair at its expense.

3. Terms of Restriction as to User <sup>SEVENTHLY</sup> ~~sixthly~~ referred to in the abovementioned plan

- a. No dwelling house, cottage or other erection or construction for the purpose of or capable of use as residential premises or residential use shall be erected, maintained or allowed to remain upon the land hereby burdened.
- b. No person shall dwell or remain in any dwelling house, cottage or other erection or construction for the purposes of or capable for use as residential premises or residential use upon the land hereby burdened.

*Handwritten signature: Harold Zanna*

*Handwritten signature: J. Whipple*

INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTION  
ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO  
SECTION 88B OF THE CONVEYANCING ACT 1919-1964

Lengths are in metres


Sheet 8 of 9 Sheets

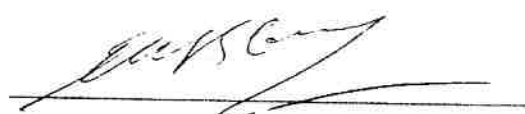
PART 1

**DP1017599**

Plan of subdivision of Lots 36, 37, 49 &  
76 in DP756888, Lots 162 & 151 in  
DP756895, Lots 23 & 24 in DP114075,  
Lot 72 in DP861183, Lot 5 in DP846929  
& Easements within Lots 1 & 5 in  
DP1004379 and Lot 73 in DP861183  
Parish of Copper Hill, Larras Lake &  
Mulyan covered by Council Clerks  
Certificate  
No. 1999-218  
of 29-5-2000

SIGNED SEALED AND  
DELIVERED by the said EDWIN  
WINSTON BLOWES in the  
presence of:

  
Solicitor



SIGNED SEALED AND  
DELIVERED by the said WILLIAM  
WARWICK WHIPPLE in the  
presence of:

  
Solicitor






**INSTRUMENT SETTING OUT TERMS OF EASEMENT AND RESTRICTION  
ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO  
SECTION 88B OF THE CONVEYANCING ACT 1919-1964**

Lengths are in metres

Sheet 9 of 9 Sheets

**PART 1**

**DP1017599**

Plan of subdivision of Lots 36, 37, 49 &  
76 in DP756888, Lots 162 & 151 in  
DP756895, Lots 23 & 24 in DP114075,  
Lot 72 in DP861183, Lot 5 in DP846929  
& Easements within Lots 1 & 5 in  
DP1004379 and Lot 73 in DP861183  
Parish of Copper Hill, Larras Lake &  
Mulyan covered by Council Clerks  
Certificate  
No. 1999 - 218  
of 29-5-2000

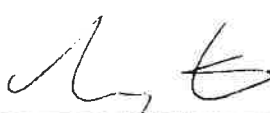
SIGNED SEALED AND  
DELIVERED by the said LINDEL  
LOUISE ZARNOW in the presence  
of:



MICHAEL SKILLINGTON Solicitor  
ORANGE



SIGNED SEALED AND  
DELIVERED by the said HENRY  
ZARNOW in the presence of:

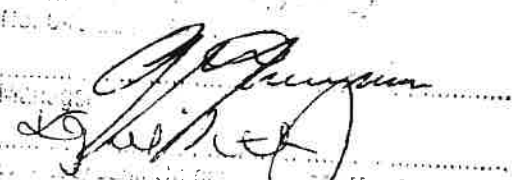


MICHAEL SKILLINGTON Solicitor  
ORANGE



Mortgage under Mortgage No. 2385095  
Signed at Orange NSW 2887 on the 17th day of  
July 1999 by MARIUS MALAN appointed

Australia Bank Ltd  
by MARIUS MALAN appointed



255 George Street

SIGNED for and on behalf of  
Westpac Banking Corporation  
ARBN 007 457 141

Under Power of Attorney No. 831 Book 4059

by GODFREY KNOCK

Office N.S.W. Loan Centre  
★ Supervisor

Its duly constituted Attorney who is personally  
known to me:

  
MARIUS MALAN

REGISTERED 25-10-2000



PLANNING CERTIFICATE

**Section 10.7(2)**

Environmental Planning and Assessment Act 1979 (as amended)

<b>Applicant:</b>	<b>Margot Sawyer Conveyancing Shop 2, 67 Bank Street MOLONG NSW 2866</b>	<b>Certificate No: 2022/487</b>
		<b>Date: 30 June 2022</b>
<b>Reference:</b>	<b>MJS:221079</b>	<b>Receipt No: 87513 \$53</b>
<b>Doc Id:</b>	<b>1408860</b>	

<b>Address of Property:</b>	<b>77 Winston Way, Molong NSW 2866</b>
<b>Owner:</b>	<b>DF Lander</b>
<b>Land Description:</b>	<b>Lot 102 DP 1017599</b>
<b>Council Assessment No:</b>	<b>A73998</b>
<b>Parish:</b>	<b>Copper Hill</b>
<b>Area:</b>	<b>100Ha</b>

CABONNE COUNCIL  
PO Box 17  
Molong NSW 2866  
Phone: 6392 3265  
Fax: 6392 3260  
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*Pursuant to section 10.7(2) of the Environmental Planning & Assessment Act 1979, the council certifies that at the date of this certificate the matters prescribed below apply to the subject land.*

**1. NAMES OF RELEVANT ENVIRONMENTAL PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS THAT APPLY TO THE CARRYING OUT OF DEVELOPMENT UPON THE SUBJECT LAND**

(a) What Local Environmental Plans apply to the land?

Cabonne Local Environmental Plan 2012.

(b) What draft Local Environmental Plans apply to the land?

Nil

(c) What Development Control Plans apply to the land?

- Development Control Plan No 5 - General Rural Zones
- Development Control Plan No 15 - Relocatable and Transportable Homes

(d) What State Environmental Planning Policies apply to the land?

State Environmental Planning Policy No. 1 – Development Standards  
State Environmental Planning Policy No. 30 – Intensive Agriculture  
State Environmental Planning Policy No. 33 – Hazardous and Offensive Development  
State Environmental Planning Policy No. 55 – Remediation of Land  
State Environmental Planning Policy No. 62 – Sustainable Aquaculture  
State Environmental Planning Policy No. 64 – Advertising and Signage  
State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004  
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008  
State Environmental Planning Policy (Housing) 2021  
State Environmental Planning Policy (Infrastructure) 2007  
State Environmental Planning Policy (Koala Habitat Protection) 2020  
State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007  
State Environmental Planning Policy (Rural Lands) 2008

**2. ZONING AND LAND USE UNDER RELEVANT LEP**

**Cabonne Local Environmental Plan 2012**

(a) Identity of Zone

Zone RU1 - Primary Production

(b) In Zone RU1 the following is permissible without development consent

Development for the purpose of:

Building identification signs, environmental protection works, extensive agriculture, home occupations, viticulture

(c) In Zone RU1 the following is permissible only with development consent

Subdivision

Development for the purpose of:

Air transport facilities, airstrips, animal boarding or training establishments, aquaculture, bed and breakfast accommodation, boat launching ramps, boat sheds, business identification signs, camping grounds, cellar door premises, cemeteries, community facilities, correctional centres, depots, dual occupancies, dwelling houses, eco-tourist facilities, environmental facilities, extractive industries, farm buildings, farm stay accommodation, flood mitigation works, forestry, function centres, helipads, home-based child care, home businesses, home industries, home occupations (sex services), industrial training facilities, information and education facilities, intensive livestock agriculture, intensive plant agriculture, jetties, landscaping material supplies, moorings, open cut mining, plant nurseries, recreation areas, recreation facilities (major), recreation facilities (outdoor), research stations, restaurants or cafes, roads, roadside stalls, rural industries, truck depots, veterinary hospitals, water recreation structures, water storage facilities

(d) In Zone RU1 the following is prohibited

Development for the purpose of:

Stock and sale yards, any other development not specified in items (b) or (c) above

(e) Development standards applying to the land that fix minimum land dimensions for the erection of a dwelling house.

There are minimum development standards applying to the land that fix the minimum land dimensions for the erection of a dwelling house on the land. The minimum land dimension is 100 hectares. Refer to Clause 4.2A of the Cabonne Local Environmental Plan 2012 for further information.

(f) Critical habitat

The land does not include or comprise critical habitat

(g) Heritage conservation

The subject land is not within a heritage conservation area, and is not a heritage item under clause 5.10 and schedule 5 of Cabonne Local Environmental Plan 2012

## **2A. ZONING AND LAND USE UNDER STATE ENVIRONMENTAL PLANNING POLICY (SYDNEY REGION GROWTH CENTRES) 2006**

To the extent that the land is within any zone under:

- (a) Part 3 of the State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (the 2006 SEPP), or
- (b) a Precinct Plan (within the meaning of the 2006 SEPP), or
- (c) a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act

Not Applicable

### 3. COMPLYING DEVELOPMENT

Can complying development be carried out on the land under each of the codes for complying development because of the provisions of clauses 1.17A and 1.19 in SEPP (Exempt and Complying Development Codes) 2008, and if no complying development may be carried out on that land, the reasons why.

(a) **Housing Code**

Can Complying Development under the Housing Code be carried out on the land?

No - Not permissible in RU1 zone

(b) **Rural Housing Code**

Can Complying Development under the Rural Housing Code be carried out on the land?

Yes

(c) **Low Rise Medium Density Housing Code**

Can Complying Development under the Low Rise Medium Density Housing Code be carried out on the land?

No - Not permissible in RU1 zone

(d) **Greenfield Housing Code**

Can Complying Development under the Greenfield Housing Code be carried out on the land?

No - Not Applicable to Cabonne Council

(e) **Inland Code**

Can Complying Development under the Inland Code be carried out on the land?

Yes

(f) **Housing Alterations Code**

Can Complying Development under the Housing Alterations Code be carried out on the land?

Yes

(g) **General Development Code**

Can Complying Development under the General Development Code be carried out on the land?

Yes

(h) **Commercial and Industrial Alterations Code**

Can Complying Development under the Commercial and Industrial Alterations Code be carried out on the land?

Yes

- (i) **Commercial and Industrial (New Buildings and Additions) Code**  
Can Complying Development under the Commercial and Industrial (New Buildings and Additions) Code be carried out on the land?

No - Not applicable to RU1 zone

- (j) **Container Recycling Facilities Code**  
Can Complying Development under the Container Recycling Facilities Code be carried out on the land?

No - Not applicable to RU1 zone

- (k) **Subdivisions Code**  
Can Complying Development under the Subdivisions Code be carried out on the land?

Yes

- (l) **Demolition Code**  
Can Complying Development under the Demolition Code be carried out on the land?

Yes

- (m) **Fire Safety Code**  
Can Complying Development under the Fire Safety Code be carried out on the land?

Yes

Note: The opportunity for complying development to be carried out under each of these Codes may be restricted where the land is a flood control lot, within a bushfire prone area or subject to other site or zoning constraints. For more information about complying development visit the NSW Planning Portal website at [www.planningportal.nsw.gov.au](http://www.planningportal.nsw.gov.au)

#### **4. COASTAL PROTECTION**

Is the land affected by the operation of section 38 or 39 of the *Coastal Protection Act 1979*. But only to the extent that Council has been notified by the Department of Public Works.

No

#### **4A. CERTAIN INFORMATION RELATING TO BEACHES AND COASTS**

Not applicable

#### **4B. ANNUAL CHARGES UNDER LOCAL GOVERNMENT ACT 1993 FOR COASTAL PROTECTION SERVICES THAT RELATE TO EXISTING COASTAL PROTECTION WORK**

Not applicable

#### **5. MINE SUBSIDENCE**

Is the land proclaimed to be a mine subsidence district within the meaning of s15 of the Mine Subsidence Compensation Act 1961?

No

## 6. ROAD WIDENING AND ROAD REALIGNMENT

Is the land affected by any road widening or realignment under;

- Division 2 of Part 3 of the Roads Act 1993, or
- Any Environmental Planning Instrument, or
- Any resolution of Council.

No

## 7. COUNCIL & OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

Is the land affected by a policy either;

- adopted by the Council, or
- adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates, that restricts the development of the land due to the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding)?

Yes

- The subject land is identified as being “bushfire prone land” on the Bushfire Prone Land Map, certified by the NSW Rural Fire Service.

## 7A FLOOD RELATED DEVELOPMENT CONTROL INFORMATION

(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 clause—

**flood planning area** has the same meaning as in the Floodplain Development Manual.  
**Floodplain Development Manual** means the *Floodplain Development Manual* (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.  
**probable maximum flood** has the same meaning as in the Floodplain Development Manual.

## 8. LAND RESERVED FOR ACQUISITION

Is the land reserved for acquisition pursuant to 3.15 of the Act under any Environmental Planning Instrument or draft Environmental Planning Instrument?

No

**9. CONTRIBUTION PLANS**

What are the names of contribution plans applicable to the land?

- Road Contributions Plan for the Rural Zones adopted by Council 16 April 2007 and effective from 21 April 2007
- Bushfire Services Contributions Plan approved by Council 15 February 1993 and effective 22 February 1993

**9A. BIODIVERSITY CERTIFIED LAND**

Is the land biodiversity certified land?

No

**10. BIODIVERSITY STEWARDSHIP SITES**

Is the land a biodiversity stewardship site under a biodiversity stewardship agreement, including a biodiversity agreement?

No

**10A. NATIVE VEGETATION CLEARING SET ASIDES**

Does the land set aside area under Section 60ZC of the Local Land Service Act 2013?

No

**11. BUSHFIRE PRONE LAND**

Is the land bush fire prone?

Yes - All of the land is identified as bushfire prone.

**12. PROPERTY VEGETATION PLANS**

Is the land subject to a property vegetation plan under the Native Vegetation Act 2003.

No

**13. ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS ACT 2006**

Has an Order been made to carry out work in relation to a tree order on the land?

No

**14. DIRECTIONS UNDER PART 3A**

Is there a direction by the Minister in force prohibiting or restricting the carrying out of a project on the land?

No

**15. CONDITIONS FOR SENIORS HOUSING**

The land is not land to which State Environmental Planning Policy (Housing) 2021 applies with regards to seniors housing.

Council is not aware whether any terms issued under clause 88(2) of that Policy have been imposed as a condition of development consent granted after 11 October 2007 in relation to the land.

**16. SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE, SCHOOLS OR TAFE ESTABLISHMENTS**

Does a current site compatibility certificate issued under SEPP (Infrastructure) 2007 or State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017 apply in respect of proposed development on the land?

No

**17. SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING**

Does a current Site Compatibility Certificate (Affordable Rental Housing) apply in respect of proposed development on the land?

No

**18. PAPER SUBDIVISION INFORMATION**

Is the land subject to a paper subdivision?

No

**19. SITE VERIFICATION CERTIFICATES**

Is there a Site Verification Certificate for the land?

No

**20. LOOSE FILL ASBESTOS INSULATION**

Are there any residential premises on the land registered on the NSW Fair Trading Loose Fill Asbestos Register?

No

**21. AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS**

Is the land subjected to an Affected Building Notice?

No

Is the land subjected to a Building Product Rectification Order that has not been fully complied with?

No

Is there a notice of intention to make a Building Product Rectification Order that is outstanding for the subject land?

No

Note: The following matters are prescribed by Section 59(2) of the Contaminated Land Management Amendment Act as additions matters to be specified in a Planning Certificate.

**CONTAMINATED LAND MANAGEMENT AMENDMENT ACT 2008**

(a) Is the land significantly contaminated within the meaning of the Contaminated Land Management Amendment Act 2008?

No

(b) Is the land the subject of a management order within the meaning of the Contaminated Land Management Amendment Act 2008?

No

(c) Is the land the subject of an approved voluntary management proposal in within the meaning of the Contaminated Land Management Amendment Act 2008?

No

(d) Is the land subject to an ongoing maintenance order within the meaning of the Contaminated Land Management Amendment Act 2008?

No

(e) Is the land the subject of a site audit statement within the meaning of the Contaminated Land Management Amendment Act 2008.

No



30/06/2022

\_\_\_\_\_  
Kelly Walker  
Senior Town Planner – Development Services

\_\_\_\_\_  
Date

Any request for further information should be directed to council's Development Services Department on (02) 6392 3265, during office hours of 9:00am to 5:00pm.

The above information has been taken from council's records, but council cannot accept responsibility for any omission or inaccuracy. (s.10.7(6) Environmental Planning and Assessment Act 1979).



## **'Right to Farm' Policy**

**Policy readopted by Council 22 May 2018**

### **Policy objective**

Cabonne Shire Council is predominantly a rural shire and much of its local economy relates to its rural and agricultural industries that operate within the shire. On this basis the policy below outlines council's position on the 'right to farm', and issues associated with the management of farm land that may impact upon residential expansion or resident's expectations.

### **Related Legislation**

The Environmental Planning & Assessment Act and its associated regulations provide the framework for land use planning. The Cabonne Local Environmental Plan 2012 establishes land use zones and land use permissibility across the Local Government area.

The Protection of the Environment Operations Act provides the legislative framework to manage activities and generated noise, odour &/or pollution.

### **Policy Statement**

Cabonne Council supports the right of individuals to undertake genuine agricultural based activities and practices upon rural land.

Cabonne Council does not support any action to interfere with legitimate rural and agricultural land use where the activity is in accordance legislative requirements.

When conflict arises between landowners undertaking genuine agricultural pursuits and rural/residential occupants, council's position on the 'right to farm' shall be considered when dealing with issues and conveyed to complainants.

When an inquiry is made to council by a potential rural land purchaser, the purchaser is to be advised that legitimate rural and agricultural uses of land in the district may include:

- Logging and milling of timber
- Livestock feed lots
- Piggeries and poultry farms
- Dairies
- Orchard and vineyard activity including use of mechanical bird scaring devices
- Construction of hail net canopies over orchard and vineyard areas
- Clearing and cultivating of land
- Bushfire hazard reduction burning
- Use of machinery including tractors, harvesters, chainsaws and motor bikes
- Weedicide, herbicide and pesticide spraying
- Pest control, including laying of 1080 bait

- Aerial spraying
- Animal husbandry practises including animal castration, weaning, dehorning
- Movement of livestock on roadways
- Extractive industries
- Barking dogs
- Noise from cattle and other livestock
- Driving livestock along roads, between farms as well as droving along designated travelling stock reserves
- Burning of stubble
- Construction of dams and contour banks
- Growing of crops that may produce detectable aromas or pollens eg canola and lucerne
- Construction of internal access roads and tracks
- Heavy vehicle movements eg livestock transport trucks and grain freight trucks
- An increase of seasonal traffic on rural unsealed roads
- Planting of woodlots and ecological offsets
- Short term on-farm accommodation for seasonal workers
- Rural industries and lawful associated activity,

noting that these activities are likely to cause nuisance in regard to odour, noise, dust, smoke, spray drift, blasting and vibration, etc, and make occur at any time including early morning and late evening.

When considering the above, it is suggested that those intending purchasers of rural land who may experience difficulty in residing in close proximity to any of these activities, should give serious consideration to their decision.

# CONTRACT



## **MARGOT SAWYER CONVEYANCING**

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