

# 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>Whitby Downs Pty Ltd trading as McGrath Orange</b> <b>185 Lords Place, Orange, NSW 2800</b>	<b>Phone: 02 7903 0753</b> <b>Ref: Scott Petersen</b>
co-agent		
vendor	<b>Vivian Geoffrey White, Susan Jane White, Charles William Bunting and Ebony Faye Bunting</b> <b>Three Rivers, 5796 Mitchell Highway, Larras Lee, NSW 2866 Australia, Three Rivers, 5796 Mitchell Highway, Larras Lee, NSW 2866 Australia, Cardington, 5902 Mitchell Highway, Molong, NSW 2866 and 5902 Mitchell Highway, Molong, NSW 2866</b>	
vendor's solicitor	<b>Cheney Suthers Lawyers</b> <b>First Floor, 173 Lords Place, ORANGE NSW 2800</b> <b>PO Box 318, ORANGE NSW 2800</b>	<b>Phone: 02 6362 5433</b> <b>Email: danielle@cheneysothers.com.au</b> <b>Fax:</b> <b>Ref: DLF:KW:2223796</b>
date for completion land (address, plan details and title reference)	<b>42nd day after the contract date</b> (clause 15) <b>"Three Rivers" 5796 Mitchell Highway, Larras Lee, New South Wales 2866</b> <b>Registered Plan: Lot 2 Plan DP 630113</b> <b>Folio Identifier 2/630113</b>	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE x2 <input checked="" type="checkbox"/> garage <input checked="" 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: stables, bore, solar pump, 3x concrete water tanks, machinery shed, cattle yards, pool	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

buyer's agent

vendor

**GST AMOUNT (optional)**

The price includes  
GST of: \$

witness

**purchaser**    ☐ JOINT TENANTS    ☐ tenants in common    ☐ in unequal shares

witness

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

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <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 by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

## 2 Deposit and other payments before completion

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



- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

### 3 Deposit-bond

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

### 4 Transfer

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

### 5 Requisitions

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

### 6 Error or misdescription

- 6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).



- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

## 7 Claims by purchaser

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

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

## 8 Vendor's rights and obligations

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

## 9 Purchaser's default

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

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

## 10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
  - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);

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

- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
  - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the 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 *serving* a transfer of itself implies acceptance of the *property* or the title.

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

<i>certificate of title</i>	the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
<i>completion time</i>	the time of day on the date for completion when the <i>electronic transaction</i> is to be settled;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>effective date</i>	the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

### 31 Foreign Resident Capital Gains Withholding

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

### 32 Residential off the plan contract

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



THIS IS THE ANNEXURE CONTAINING ADDITIONAL CLAUSES FOR THE CONTRACTS FOR THE SALE AND PURCHASE OF LAND BETWEEN **VIVIAN GEOFFREY WHITE, SUSAN JANE WHITE, CHARLES WILLIAM BUNTING and EBONY FAYE BUNTING** ("THE VENDOR") AND ("THE PURCHASER")  
DATED THIS \_\_\_\_\_

**SPECIAL CONDITIONS**

**33. Variation of the form of Contract for the Sale of Land 2019 Edition to which this Annexure is annexed:**

33.1. Clause 7 is amended as follows:

(i) In Clause 7.1.1 delete "5%" and replace with "1%".

33.2. Clause 8.1 is amended by deletion of the words "on reasonable grounds".

33.3. Clause 8.1.2 is amended by deletion of the words "and those grounds".

33.4. Clause 10.1 is amended by inserting "or delay completion" after "terminate".

33.5. Clauses 16.11.1 and 16.11.3 are amended by adding to each "or any other place reasonably nominated by the vendor's solicitors".

33.6. Clause 25 is deleted.

33.7. Clause 29 is deleted.

**34. Condition of property**

34.1. The purchaser acknowledges that the purchaser is purchasing the property as a result of the purchaser's own inspection and in its present condition and state of repair and subject to all faults and defects both latent and patent and that the vendor has not nor has anyone on the vendor's behalf made any warranty or representation other than as set out herein.

**35. Late completion**

35.1. In the event that completion is not effected on the nominated day due to the purchaser's default, the purchaser shall pay to the vendor on completion, in addition to the balance of the purchase price, 10% interest per annum calculated daily on the balance of the purchase price from the date nominated for completion until and including the actual day of completion, provided always that there shall be an abatement of interest during any time that the purchaser is ready, willing and able to complete and the vendor is not.

35.2. The parties acknowledge that the rate of interest in 35.1 represents a genuine pre-estimate of the vendor's loss of interest in the purchase monies and outgoings suffered in the event that the purchaser fails to complete this Contract within the time stated on page 1 hereof.

### **36. Notice to complete**

- 36.1. If a party does not complete this contract on the completion date, the party not in default may, if it is ready willing and able to complete, serve on the party in default a notice to complete, requiring the party in default to complete this contract within not less than 14 days of the date of service of the notice and making the last day for completion set out in the notice an essential date for completion. A notice to complete will be sufficient as to time if a period of 14 days from the date of the notice is allowed for completion.
- 36.2. The party serving a notice to complete may at any time:
- (a) Withdraw a notice to complete by further notice to the party in default and at the party's option, issue a further notice to complete. This right can be exercised as many times as the party deems fit; or
  - (b) Extend the notice to complete by further notice to the party in default (Extension Notice), for such time as that party deems fit. The last day for completion set out in the Extension Notice is an essential date for completion. This right can be exercised as many times as the party deems fit.
- 36.3. If the vendor issues a notice to complete, the purchaser will be liable for and must pay on demand an amount of \$400.00 (plus GST) for the legal costs incurred by the vendor in issuing the notice to complete. The purchaser must pay the costs to the vendor's solicitors by a separate settlement cheque at completion of this contract.

### **37. Introduction to the Vendor**

- 37.1. The purchaser warrants that the purchaser was not introduced to the vendor or the property by any real estate agent except the agent named on the front page and the purchaser indemnifies the vendor (and if more than one each of them) against any claim for commission by reason of any such other introduction and against all costs and expenses incidental to defending any such claim. It is agreed that these indemnities shall be continuing indemnities and will not merge on completion.

### **38. Finance not required**

- 38.1. The purchaser warrants to the vendor that:
- (a) The purchaser does not require finance to purchase the property; or
  - (b) The purchaser has obtained approval for finance to purchase this property on terms reasonable to the purchaser.

### **39. Rescission of Contract**

- 39.1. Should the purchaser become entitled to rescind this Contract for the breach of the warranty in clause 1(d) of Schedule 3, Part 1 of the *Conveyancing (Sale of Land) Regulation 2010* (NSW), the vendor shall also be entitled to rescind the Contract

provided any such right is exercised before the purchaser has served a notice of rescission.

#### **40. Death or incapacity**

- 40.1. Without in any manner negating, limiting or restricting any rights or remedies which would have been available to the vendor at law or in equity had this clause not been included, should the purchaser, or if more than one any of them, prior to completion:
- (a) Die or become mentally ill, then the vendor may by notice in writing rescind this Contract and the provisions of clause 19 shall apply.
  - (b) Being a company resolve to go into liquidation or have a petition for the winding up of the purchaser presented or enter into any scheme of arrangement with its creditors under Part VIII of the Companies (New South Wales) Code 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.

#### **41. Survey Report and Building Certificate**

- 41.1. The purchaser acknowledges that the vendor is not in possession of a Survey Report or Building Certificate under section 149D of the *Environmental Planning and Assessment Act 1979* (NSW) (Building Certificate) and the purchaser must not request the vendor to supply a Survey Report or Building Certificate on or before completion.
- 41.2. Despite anything contained in this contract or rule of law to the contrary, the vendor is not required to do any work or expend any money on or in relation to the property nor to make application for or do anything towards obtaining a Building Certificate.
- 41.3. If the purchaser wishes to obtain a Building Certificate the purchaser must apply for it at the purchaser's expense. If the relevant local council refuses or fails to issue a Building Certificate, the reason for the refusal or failure will not constitute a defect in title and the purchaser must not make any objection, requisition or claim for compensation or seek to rescind or terminate this contract or to delay completion because of any matter arising from an application for a Building Certificate.

#### **42. Smoke Alarms**

- 42.1. The vendor does not warrant that any building erected on the land complies with the *Environmental Planning and Assessments Regulation 2000* (NSW) (Regulation) which requires the installation of smoke alarms or heat alarms in certain buildings or parts of buildings.
- 42.2. The purchaser must make its own enquiries as to whether any building erected on the property complies with the Regulation and accepts the property and must complete the contract whether or not the Regulation has been complied with.
- 42.3. The purchaser must not make any objection, requisition or claim for compensation or seek to delay completion, rescind or terminate this contract because of any matter disclosed in this clause.



### 43. Warranty as to Use of Land

- 43.1. The parties acknowledge that the consideration for the sale and purchase of the land has been negotiated on the basis that the supply of the land constituted by the sale is within the GST – free concession for the supply of farm land for farming (GST concession) contained in section 38-480 of the GST Act.
- 43.2. Each of the parties to this contract warrants that to the best of their knowledge and belief all the conditions for the GST concession applying in relation to the supply constituted by the sale of the land will be fulfilled.
- 43.3. The purchaser agrees that in the event that at the time of completion of this contract he does not intend that a farming business be carried on the land he will before completion notify the vendor of this.
- 43.4. In the event that for any reason the supply constituted by the sale of the land is not GST free as contemplated by 43.1 then the purchaser shall on completion or on demand thereafter pay by way of further consideration for the land an amount calculated as:-

A x R

where: Capital A is the sale price referred to herein.

Capital R is the rate of GST.

- 43.5. For the avoidance of doubt clause 43.4 applies whether or not the fact that the supply constituted by the sale of the land is not GST free is known as at the date of completion.
- 43.6. In the event that clause 43.4 applies the vendor shall promptly do all things and give to the purchasers a tax invoice and such information as may be reasonably required by the purchaser to obtain an imput tax credit under the GST law.
- 43.7. This clause shall not merge on completion of this contract.
- 43.8. In this clause:
- (a) Expressions that have particular meanings in the GST Law take those meanings;
  - (b) “Rate of GST” means the rate of GST relevant for the purpose of the GST Law as at the date of completion of the contract;
  - (c) “GST Act” means *A New Tax System (Goods & Services Tax) Act 1999* as amended or replaced from time to time;
  - (d) “GST Law” means GST Act in any associated legislation including without limitation delegated legislation.

**44. Passing of Risk**

- 44.1. The purchaser agrees that, pursuant to section 66K of the *Conveyancing Act 1919* (NSW) as amended or replaced from time to time (the Act), the risk in respect of damage to the property, with the exception of any dwelling house(s) as defined by section 66O of the Act, shall pass to the purchaser from the date of this contract
- 44.2. The purchaser further agrees that the risk in respect of damage to any dwelling house(s) shall pass to the purchaser on the earlier of:
- (a) the purchaser entering into, or being entitled to enter into, possession of any dwelling house(s) on the property; or
  - (b) completion of this contract.
- 44.3. If, prior to the passing of risk in respect of damage to any dwelling house(s) to the purchaser, any dwelling house is damaged (whether substantially or otherwise) the vendor may by notice in writing rescind this contract and the provisions of clause 19 hereof shall apply.
45. The Vendors shall have the right to continue to depasture such stock as are on the subject property at the date of this agreement and the natural increase thereof up to the date of completion.
46. The Vendors shall have absolute entitlement to the produce of any crop or crops as existing on the subject property at the date of this agreement and shall if necessary be entitled to enter on the property after completion for the purpose of harvesting the same.
47. So far as the Vendors lawfully may, any road permits held in connection with the said land are given in and shall be transferred to the Purchaser on completion and the rent thereof shall be apportioned between the parties as an outgoing. The Purchasers shall be responsible for any fees for the transfer of such road permits into their name as owners.
48. No requisition or objection or claim for compensation shall be made by the purchaser:
- (a) in the event of any adjoining lands or roadways being encroached upon by or fenced in with the subject land or in the event of there being any encroachment upon the subject land or in respect of any insufficiency of fencing on the subject land;
  - (b) in respect of any telephone line or lines whether the property of Telstra or not or any electric power line or lines and posts and fitting erected on or passing over or through the subject land or any rights or easements in respect of same or the want of any easement;
  - (c) In respect of any mining leases, authorities to enter and exploration licences and any application for any leases, or authorities to enter or licences affecting the subject property. The vendor warrants that he has no notice of such mining

leases, authorities to enter or exploration licences;

- (d) In the event that any dam has been constructed on any creek or watercourse passing through the property without authority or that there are any other contraventions of the *Water Act 1912* (NSW) or regulations, the vendor warrants that he is not aware of such contraventions. The vendor will not be responsible for the absence of any licence, permit or authority for bores, pumps, dams levee banks and other works to which the Water Act extends.

49.

- (c) It is agreed that the consideration receivable for any plant (as defined by Section 40.30 of the *Income Tax Assessment Act 1997*) which passes with the property sold shall be the written down value as ascertained in accordance with Division 40 or Division 328 of the Act provided that the consideration for any item of plant having no residual value shall be \$1.00.
- (d) Any improvements on the property constructed after 20 September 1985 (or before that date if the property was acquired by the vendor on or after that date) on which the vendor has not claimed depreciation are deemed sold at the vendor's indexed costs base (within Part IIIA of the *Income Tax Assessment Act 1936*) at the date of this Contract.

50. All road permits and water licences, if any, held in connection with the property are given-in and the vendor shall do all things and sign all documents reasonably requested to enable the same to be transferred to the purchaser on completion and the rent thereof shall be apportioned between the parties in accordance with Clause 14 hereof. The purchaser shall pay the transfer fee to the Department of Land and Water Conservation.

## 51. Payment of Deposit

51.1. In the event that the vendor agrees to a reduced deposit, the following conditions will apply:

- (a) Despite clause 2 a partial deposit is to be paid on the making of this contract.
- (b) It is an essential provision that the purchaser must pay the balance of the deposit on or before the Completion date.
- (c) If payment of the balance of the deposit is made before completion it is to be paid to the Depositholder and if it paid on completion it is to be paid in accordance with clause 16.
- (d) If the Vendor becomes entitled to receive the deposit by way of forfeiture the Vendor is entitled to recover from the Purchaser the full 10% deposit.

## **52. Guarantor's Liability and Obligations**

- 52.1. This clause only applies if the purchaser is a Proprietary Limited company, whether purchasing in its own right or as a trustee or agent for another person or entity.
- 52.2. The directors/shareholders of the purchaser as at the date of this contract (Guarantors) hereby irrevocably and unconditionally guarantee to the vendor the due and punctual performance by the purchaser of all of the obligations and liabilities of the purchaser to the vendor (whether liquidated or not, whether contingent or presently accrued due and whether relating to the payment of money or the performance or omission of any act or thing) (Obligations) that are now in existence pursuant to this contract.
- 52.3. The Guarantors as a separate, additional and primary liability hereby irrevocably and unconditionally agree to indemnify the vendor and at all times hereafter to keep the vendor indemnified against any loss or damage suffered by the vendor arising out of:
- 52.3.1. any failure by the purchaser to duly and punctually perform the Obligations; and
  - 52.3.2. any Obligations or liabilities that would otherwise form part of the liabilities and Obligations under this contract being void, voidable or unenforceable against or irrevocable from the purchaser by the vendor in full for any reason whatsoever.
- 52.4. The liability of the Guarantors hereunder is absolute and is not subject to the execution of any other instrument or document by any person and is not subject to the performance of any condition precedent or subsequent whatsoever between or among any person or persons whatsoever.
- 52.5. The liability of the Guarantors hereunder is not affected by any act, omission, matter or thing whatsoever that would otherwise operate in law or equity to reduce or release the Guarantors from such liability.
- 52.6. The guarantee and indemnity is a continuing security notwithstanding any termination by the Guarantors, settlement of account, intervening payment, expressed or implied revocation or any other matter or thing whatsoever and will continue to secure to the vendor the due and punctual performance of all of the Obligations.
- 52.7. The Guarantors must on demand reimburse the vendor for, and keep the vendor indemnified against, all expenses (including legal costs and disbursements on a solicitor/own client basis) incurred by the vendor in connection with the enforcement, attempted enforcement or preservation of any rights under this guarantee and indemnity.
- 52.8. The Guarantors have requested the vendor to enter into this contract with the purchaser and the vendor does so in consideration of this guarantee and indemnity.
- 52.9. The Guarantors acknowledge that they have been given a copy of this contract and have had full opportunity to consider its provisions before entering into this guarantee

and indemnity.

52.10. This clause 51 is an essential term of this contract.

<b>SIGNED SEALED &amp; DELIVERED BY</b>	)
	)
in the presence of:	.....
	Signature of Director
.....	
Signature of witness	
.....	
Print name of witness	

<b>SIGNED SEALED &amp; DELIVERED BY</b>	)
	)
in the presence of:	.....
	Signature of Director
.....	
Signature of witness	
.....	
Print name of witness	

### **53. Auction**

53.1. Subject to any contrary provision relating to auction sales in the regulations of the *Property Stock and Business Agents Act 2002*, the following conditions shall apply to the sale of the property by auction;

53.1.1 The Vendor's reserve price must be given in writing to the auctioneer before the auction commences;

53.1.2 A bid for the Vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the Vendor.

53.1.3 The highest bidder is the Purchaser, subject to any reserve price.

53.1.4 In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.

53.1.5 The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the Vendor.

53.1.6 A bidder is taken to be a principal unless, before the bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.

53.1.7 A bid cannot be made or accepted after the fall of the hammer.

53.1.8 As soon as practicable after the fall of the hammer the Purchaser is to sign the agreement (if any) for sale.

54. The following conditions, in addition to those prescribed above are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:-

54.1 All bidders must be registered in the Bidders Record and display an identifying number when making a bid.

54.2 One bid only may be made on or on behalf of the Vendor. This includes a bid made by the auctioneer on behalf of the Vendor.

54.3 When making a bid on behalf of the Vendor or accepting a bid made by or on behalf of the Vendor, the Auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.

## RURAL LAND REQUISITIONS

**Vendor:** Vivian Geoffrey White, Susan Jane White, Charles William Bunting, Ebony Faye Bunting

**Purchaser:**

**Property:** "Three Rivers" 5796 Mitchell Highway, Larras Lee

**Dated:**

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

### 1. Capacity

(a) Is the vendor under any legal incapacity?

*Such as:*

- *Minority.*
- *Bankruptcy or entering a debt agreement under Part IX or an arrangement under Part X of the Bankruptcy Act 1966 (Cth).*
- *If the vendor is a company, any notice, application or order received by the vendor or made at Court for its winding up, or for the appointment of a receiver, an administrator or a controller).*

(b) If the vendor is a trustee, please provide evidence to establish the trustee's power of sale (*such as a copy of the trust deed, under which the trustee was appointed*).

(c) If any document to be handed over on completion (excluding a discharge of mortgage) is executed under a power of attorney, please provide a certified copy of the registered power of attorney.

### 2. Notices and Orders

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

*Such as:*

- *Orders under either section 121B of the Environmental Planning and Assessment Act 1979 (NSW) or section 124 of the Local Government Act 1993 (NSW).*
- *Notices or orders from Local Land Services about pests or eradication.*
- *Notices from a local council about noxious weeds.*
- *Notices or orders issued under the Environmentally Hazardous Chemicals Act 1985 (NSW).*
- *Notices or orders under section 142 of the Mining Act 1992 (NSW).*

(b) Has any work been done by any authority which might give rise to a notice, order or liability? (*Such as road works done by local council.*)

(c) Has the vendor received any notice (whether oral or written) of proposed orders from Local Land Services or any local council or government authority concerning any proposed action that could affect the property in any way? If so, please provide particulars including any copies of any relevant correspondence.

### 3. Title

(a) Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances.

(b) On or before completion, any mortgage or caveat or priority notice or writ (other than a caveat or priority notice lodged by or on behalf of the purchaser) must be discharged, withdrawn or cancelled as the case may be or, in the case of a mortgage, priority notice or caveat, an executed discharge or withdrawal handed over on completion.

(c) Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.

(d) When and where may the title documents be inspected?



**4. Adjustments**

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

**5. Unregistered Rights**

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

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

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

**7. Tenancies**

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

- (iv) Are there any fixtures on the property which the tenant may have right to access or removal?
- (v) Are there any details/documents that record the condition of the property at the commencement of the tenancy? If yes, please provide copies.

## **8. Buildings**

- (a) Are there any structures on the property which require approval for their current use, but do not have such approval?
- (b) Are there any structures on the property that are required to have the approval of the local council but do not?
- (c) Have the provisions of the *Local Government Act 1993* (NSW) and the *Environmental Planning and Assessment Act 1979* (NSW) been complied with?
- (d) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
- (e) Has the vendor a survey? If so, please provide a copy.
- (f) Has the vendor a Building Certificate and/or Final Occupation Certificate which relates to any current buildings or structures? If so, it should be handed over on completion. Please provide a copy.
- (g) In respect of any residential building work carried out in the last ten years:
  - (i) Please identify the building work carried out;
  - (ii) When was the building work completed?
  - (iii) Please state the builder's name and licence number (or provide a copy of any owner-builder permit relating to the work);
  - (iv) Please provide details of any insurance under the *Home Building Act 1989* (NSW).
- (h) Has there been any complaint or insurance claim made, or any circumstances known to the vendor which may warrant a complaint or insurance claim due to the non-completion, defective work or otherwise from a breach of the statutory warranties under the *Home Building Act 1989* (NSW) related to residential building work carried out on the property? If so, full details should be provided.
- (i) Do any structures on the property contain loose-fill asbestos insulation? If so:
  - (i) which structures?
  - (ii) is the property listed on the loose-fill asbestos insulation register?
- (j) Have the structures on the property been tested for loose-fill asbestos insulation?

## **9. Swimming pools**

If there is a swimming pool:

- (a) Has the pool been approved by the local council?
- (b) Is it subject to the requirements of the *Swimming Pools Act 1992* (NSW)? If not, why not?
- (c) Does it comply with all the requirements of the *Swimming Pools Act 1992* (NSW) and regulations made under that Act?
- (d) Has a fence and signage been erected around the swimming pool?
- (e) Has the vendor obtained a certificate of non-compliance pursuant to clause 18BA of the *Swimming Pools Regulation 2008* (NSW)? If so, and the certificate is not attached to the contract, please provide a copy of the certificate and the details of the non-compliance.
- (f) Have any notices, directions or orders issued under the *Swimming Pools Act 1992* (NSW) and/or regulations made under that Act?
- (g) Has the vendor obtained a certificate of compliance pursuant to section 22D of the *Swimming Pools Act 1992* (NSW)? If so, and the certificate is not attached to the contract, please provide a copy.
- (h) If a certificate of compliance is not attached to the Contract, please provide evidence of registration, eg. certificate of registration of the swimming pool pursuant to section 30C of the *Swimming Pools Act 1992* (NSW), and a relevant occupation certificate within the meaning of the *Swimming Pools Act 1992* (NSW).
- (i) Any original certificate of non-compliance, certificate of compliance and relevant occupation certificate held must be handed over at completion.
- (j) Where a certificate of compliance includes a reference to an exemption, please provide the details of the exemption granted by council.
- (k) Has the vendor received any notification of the cancellation of a certificate of compliance? If so please provide a copy.

**10. Solar Panels**

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

**11. Rates**

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

**12. Boundary fences**

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

**13. Soil conservation**

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

**14. Timber**

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

**15. Water**

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

**16. Electricity**

- (a) Which electricity authority supplies electricity to the property?
- (b) Is there any money owing to that authority for capital works? If so, please furnish full particulars.

**17. Access, roads and enclosure permits**

- (a) Is access to the property at any point over any land other than a main or public road?  
(*Such as a right of way or access over Local Land Services property.*)
- (b) Are there any rights of way or other easements over the property?
- (c) Is the vendor aware of any proposal to close, or any application or pending application to close or any proposal to purchase any road adjacent to the property?
- (d) Is the vendor aware of any proposed realignment on any road adjacent to the property?
- (e) Is there any main road, public road Crown road or travelling stock route through the property at any point?
- (f) Is there any enclosure permit that attaches to the property? If so, please furnish full particulars.
- (g) Has the vendor or a predecessor in title made an application to close or to purchase a road within the property or any other road which provides access to the property? If so, please advise the status of the application.

**18. Rural workers accommodation**

- (a) Is there any building situated on the land for the accommodation of rural workers?
- (b) If so:
- (i) Have the requirements of the *Rural Workers Accommodation Act 1969* (NSW) and *Work Health and Safety Act 2011* (NSW) been complied with?
  - (ii) Is the vendor aware of any notice, prosecution or proceedings including enforcement proceedings, under the *Rural Workers Accommodation Act 1969* (NSW) and *Work Health and Safety Act 2011* (NSW) that have been instituted or threatened against the vendor or any previous owner of the property?
  - (iii) Does the vendor have planning approval for rural workers accommodation?

**19. Stock diseases**

- (a) Are there any quarantine or other notices or orders or undertakings relating to stock on the property including stock on agistment or stock not owned by the vendor? (*Such as notices or orders made about anthrax, lice, brucellosis or footrot, Ovine Johnes Disease (OJD) or Bovine Johnes Disease (BJD).*)
- (b) Has any order been made under section 62 of the *Biosecurity Act 2015* (NSW)?

**20. Pollution**

- (a) Are there any sheep or other stock dips, whether used or disused, on the property? If so, where on the property are they located?
- (b) Are there any outstanding notices or orders under the *Environmentally Hazardous Chemicals Act 1985* (NSW)?
- (c) Has the vendor or any tenant, share farmer or previous owner used any chemicals on the property which could give rise to any problems with chemical residues under the *Environmentally Hazardous Chemicals Act 1985* (NSW) or the *Contaminated Land Management Act 1997* (NSW)?
- (d) Has any Preliminary Investigation Order been made under section 10 or a Management Order been made under section 14 of the *Contaminated Land Management Act 1997* (NSW)? If so, has the land been declared to be significantly contaminated land within the meaning of section 11 of the *Contaminated Land Management Act 1997* (NSW)?
- (e) Is there, or has there ever been, any underground fuel tank on the property? If so:-
- (i) Where is/was it?
  - (ii) Is it still in use? If not, has it been emptied of fuel and decommissioned?
- (f) Is there or has there been any fuel tank which may have leaked, causing soil pollution? If so, please supply full information about where it is, or was, situated.

**21. Effluent Disposal Systems**

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

**22. Resumptions**

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

**23. Fixtures**

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

**24. Crown land**

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

**25. Pipelines**

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

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

**26. Mining**

(a) Has the vendor any rights or entitlements, or received any notices, under the:

- (i) *Mining Act 1992* (NSW); or
- (ii) *Petroleum (Onshore) Act 1991* (NSW)?

If so please provide details and provide a copy of any relevant documentation.

(b) Is the property within a mine subsidence district? If so:

- (i) Has the erection or alteration of any improvement required approval? Please provide a copy.
- (ii) Was the improvement erected or altered in accordance with the terms of the approval?

**27. National Parks and Wildlife**

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

If so please provide details and provide a copy of any relevant documentation

**28. Native vegetation**

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

- (i) Was clearing carried out pursuant to a development consent?
- (ii) If so, was clearing carried out in accordance with the terms and conditions of that consent or plan?
- (iii) Was clearing carried out pursuant to a Property Vegetation Plan approved under the *Native Vegetation Act 2003* (NSW)(now repealed)?
- (iv) If not, was clearing carried out in accordance with Part 5A of the *Local Land Services Act 2013* (NSW)?
- (v) Has the permitted clearing been completed?
- (vi) If not, what is the extent of the clearing yet to be completed?
- (vii) Please provide a copy of any mandatory code compliance certificate that has issued under the *Local Land Services Act 2013* (NSW).
- (viii) Is any part of the property a set-aside area under the provisions of Part 5C of Schedule 11 to the *Biodiversity Conservation Act 2016* (NSW)? If so, please provide details, including any details entered in a public register.

(b) Has the Director General made any 'stop work' order under section 37 or given directions for remedial work under section 38 of the *Native Vegetation Act 2003* (NSW)(now repealed) or the *Biodiversity Conservation Act 2016* (NSW) in respect of the property?

(c) Has the vendor, or any previous owner, ever been prosecuted for clearing native vegetation illegally from the property? If so, please provide full details including a copy of any written outcome of such proceedings.

**29. Threatened Species**

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

**30. Native Title**

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

**31. Aboriginal Sites**

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

**32. Environment**

- (a) Has the vendor undertaken any activity that constitutes a 'controlled action' under the *Environment Protection and Biodiversity Conservation Act 1999* (Cth)? If so please provide details.
- (b) Has the vendor received any order or direction, or given any undertaking, under the *Biosecurity Act 2015* (NSW)? If so please provide details.
- (c) Are there any registered or unregistered conservation agreements under the *Biodiversity Conservation Act 2016* (NSW) affecting the property (such as Biodiversity Stewardship Agreements, Conservation Agreements and Wildlife Refuge Agreements)?
- (d) Are there any registered or unregistered conservation agreements not covered by the *Biodiversity Conservation Act 2016* (NSW)?

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

- (a) Is the transaction an excluded transaction within the meaning of s14-215 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("TA Act")?
- (b) If not attached to the contract, does the vendor hold or has the vendor applied for a clearance certificate within the meaning of s14-220 of Schedule 1 to the TA Act?



- (c) If not attached to the contract, does the vendor hold or has the vendor applied for a variation made under s14-235 of Schedule 1 to the TA Act?

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

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

**35. Completion**

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

## Schedule of Inclusions

### Main house:

- |  |   |  |  |
|--|---|--|--|
| <input checked="" type="checkbox"/> blinds             | <input checked="" type="checkbox"/> dishwasher                                    | <input checked="" type="checkbox"/> light fittings | <input checked="" type="checkbox"/> stove          |
| <input checked="" type="checkbox"/> built-in wardrobes | <input checked="" type="checkbox"/> fixed floor coverings                         | <input checked="" type="checkbox"/> range hood     | <input checked="" type="checkbox"/> pool equipment |
| <input checked="" type="checkbox"/> clothes line       | <input checked="" type="checkbox"/> insect screens                                | <input type="checkbox"/> solar panels              | <input checked="" type="checkbox"/> TV antenna     |
| <input checked="" type="checkbox"/> curtains           | <input checked="" type="checkbox"/> other: slow combustion fire, wall conditioner |  |  |

### Second house

- |  |   |  |  |
|--|---|--|--|
| <input checked="" type="checkbox"/> blinds             | <input checked="" type="checkbox"/> dishwasher              | <input checked="" type="checkbox"/> light fittings | <input checked="" type="checkbox"/> stove          |
| <input checked="" type="checkbox"/> built-in wardrobes | <input checked="" type="checkbox"/> fixed floor coverings   | <input checked="" type="checkbox"/> range hood     | <input checked="" type="checkbox"/> pool equipment |
| <input checked="" type="checkbox"/> clothes line       | <input checked="" type="checkbox"/> insect screens          | <input type="checkbox"/> solar panels              | <input checked="" type="checkbox"/> TV antenna     |
| <input checked="" type="checkbox"/> curtains           | <input checked="" type="checkbox"/> other: wall conditioner |  |  |



FOLIO: 2/630113

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SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
24/8/2022	3:27 PM	5	4/5/2022

LAND

----

LOT 2 IN DEPOSITED PLAN 630113  
AT CARDINGTON  
LOCAL GOVERNMENT AREA CABONNE, DUBBO REGIONAL  
PARISH OF CARDINGTON COUNTY OF GORDON  
PARISH OF EURIMBULA COUNTY OF GORDON  
TITLE DIAGRAM DP630113

FIRST SCHEDULE

-----

SUSAN JANE WHITE  
IN 1/4 SHARE  
VIVIAN GEOFFREY WHITE  
IN 1/4 SHARE  
EBONY FAYE BUNTING  
CHARLES WILLIAM BUNTING  
AS JOINT TENANTS IN 2/4 SHARE  
AS TENANTS IN COMMON (TJ AR995829)

SECOND SCHEDULE (4 NOTIFICATIONS)

-----

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 LAND EXCLUDES MINERALS WITHIN PORS 38 AND 127 - SEE CROWN GRANTS
- 3 J147791 EASEMENT FOR TRANSMISSION LINE AFFECTING THE PART  
OF THE LAND ABOVE DESCRIBED SHOWN IN DP630113  
2389996 EASEMENT VESTED IN THE NEW SOUTH WALES  
ELECTRICITY TRANSMISSION AUTHORITY
- 4 AP443247 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

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

2223796

PRINTED ON 24/8/2022

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

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Received: 24/08/2022 15:27:22

Signature and seals only

D.P. 630113

23 3 1983

CA-  
80/4 OF 8-9-11 BD & 80/4  
14-80 OF 15-9-1980/11

TORRENTS

PURPOSE: SUBDIVISION

PARISHES

D.P. 59267  
D.P. 111812

PLAN OF SUBDIVISION OF LOT  
D.P. 592672 & PORTIONS B.12  
D.P. 592672

~~THE~~ PARISH OF CARR  
AND PORTION 3B PARISH OF  
EURIBULA BEING THE LAND

PRINTED IN U.S.A. VOL. 13490  
VOL. 48647 POL. 1705 VOL. 7101  
A C

Production No. 1, 5000

CARBONNE & WELLS  
CWA  
4444/SHIM

Locality: CARLINGTON

PARKER: CARDINGTON &amp; EUBANK

Country: GORDON

This is what I drew when in

ALAN CHARLES RAYMOND

2) JPM. LOHDE'S, INC., CHICAGO, ILLINOIS

in a separate unit. The large number of

WITH AUGUST, 2000.

281 "C. m. lly. variety of my  
Euboea (not of Athens)

Parcel for use only for statements of

GROUP, the following features, including or  
01 TO 0427

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1

01 5926 7500

0-528-728-2  
DP-592672  
DP-592672

[illegible]

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INVESTIGATING ADVISORS: BOB/22

J 147791

118 29-10  
79 29-10  
90-10  
5962

CONVEYANCING ACT, 1919-1954  
REAL PROPERTY ACT, 1900

Notice of Resumption of Land subject to the provisions  
of Real Property Act, 1900

I, ALFRED ALLEYNE LEVY, State Crown Solicitor's Office DO HEREBY CERTIFY that the copy Gazette Notification hereunto annexed is a true copy of the Gazette Notification contained in the Government Gazette of the Fourth day of May one thousand nine hundred and sixty two, declaring that the land therein described, being the land mentioned in the Schedule hereunder written, has been resumed. AND I REQUEST that you will deal with and give effect to the said Notification as if the same were a Memorandum of Transfer of the land therein described duly executed under the Real Property Act, 1900, and I, the said ALFRED ALLEYNE LEVY HEREBY CERTIFY that this instrument is correct for the purposes of the Real Property Act, 1900, AND I FURTHER CERTIFY that I was appointed by writing dated the Twenty second day of February, one thousand nine hundred and sixty two under his hand and official seal by THE MINISTER FOR PUBLIC WORKS to sign this Certificate on behalf of the said Minister and that I have received no notice or information of the revocation of such appointment.

SCHEDULE

Lot	Section	Deposited Plan or Name of Estate	Part or Whole	Volume	Folio
Part Lots 5 & 6	Section 18	Deposited Plan 8894	Part C.T.	6059	13
Being the land delineated on the plan annexed hereto and marked "A".					
Part Lots 7 & 8	Section 18	Deposited Plan 8894	Part C.T.	5826	20
Being the land delineated on the plan annexed hereto and marked "B".					
Part Lot 9	Section 18	Deposited Plan 8894	Part C.T.	5502	86
Being the land delineated on the plan annexed hereto and marked "C".					
Part Lot 10	Section 18	Deposited Plan 8894	Part C.T.	5808	216
Being the land delineated on the plan annexed hereto and marked "D".					
Part Lot 12	Section 18	Deposited Plan 8894 (said part being part Lots 9 & 10 D.P.21913)	Part C.T.	5788	16
Being the land delineated on the plan annexed hereto and marked "E".					
Part Lots 1 & 2	Parish of Narrambla	County of Orange	Part C.T.	4505	70
Part Portion 53	Wellington		Part C.T.	48365	191
Part Lot A		Deposited Plan 25673	Part C.T.	6913	89
Being the land delineated on the plan annexed hereto and marked "F".					

DATED this \_\_\_\_\_ day of \_\_\_\_\_ in the year of Our Lord

one thousand nine hundred and sixty-

SIGNED by the said

in the presence of

THE REGISTRAR GENERAL  
SYDNEY

Non being land resumed  
See Gazette of 1962 Vol. 107

Lot	Section	Deposited Plan or Name of Estate	Part or Whole	Volume	Folio
Farm 3		Deposited Plan 10991	Part	C.T. 7119	108
Being the land delineated on the plan annexed hereto and marked "G".					
Pt. Farms 5 & 6		Deposited Plan 10991	Part	C.T. 3507	55
Being the land delineated on the plan annexed hereto and marked "H".					
Pt. Farms 7 & 8		Deposited Plan 10991	Part	C.T. 3327	212
Being the land delineated on the plan annexed hereto and marked "I".					
Part Portion 152	Parish	County	Part	C.T.	
	March	Wellington		6768	22
Part Portion 153	March	Wellington	Part	C.T.	21
Being the land delineated on the plan annexed hereto and marked "J".				6768	
Part Portion 119	March	Wellington	Part	C.T.	85
Part Portion 163 & 90	March	Wellington	Part	C.T.	250
Being the land delineated on the plan annexed hereto and marked "K".				3070	
Part Portion 92A	March	Wellington	Part	C.T.	134
Being the land delineated on the plan annexed hereto and marked "L".				1336	
Part Portion 122	Parish	County	Part	C.T.	167
	Boreenore	Wellington		693	
Part Portion 157	Boreenore	Wellington	Part	C.T.	223
				3836	
Part Portion 132	Boreenore	Wellington	Part	C.T.	16
				3238	
Part Portion 237	Boreenore	Wellington	Part	C.T.	109
				6089	
Being the land delineated on the plan annexed hereto and marked "M".				6089	110
Part Portion 143	Boreenore	Wellington	Part	C.T.	209
(said part being part of the land in plan annexed to Transfer No. D947316)				6368	
Being the land delineated on the plan annexed hereto and marked "N".					
Part Portion 143	Boreenore	Wellington	Part	C.T.	100
				6250	
Part of 34 acre grant of closed road separating portions 143 & 16	Boreenore	Wellington	Part	C.T.	100
(said part being part lot 2 MPS(RP) 42906)				6250	
Part Portion 143	Parish	County	Part	C.T.	42
Part of 34 acre grant of closed road separating portions 16 & 143	Boreenore	Wellington		8370	
(said part being part Lot 1 MPS(RP) 42906)					
Part Portion 160 & 161	Boreenore	Wellington			
(said part being part of land in plan annexed to Transfer No. B914226)					
Part Portion 16 & 15	Boreenore	Wellington			
(said part being part Lot 1 MPS(RP) 42906)					
Being the land delineated on the plan annexed hereto and marked "O".					
Part Portion 160 & 161	Boreenore	Wellington	Part	C.T.	50
				4368	
Part of Closed road separating portions 161 & 23	Boreenore	Wellington	Part	C.T.	212
				4608	
Part Portion 23	Boreenore	Wellington	Part	C.T.	58
				1491	
Part Portion 159	Boreenore	Wellington	Part	C.T.	232
Being the land delineated on the plan annexed hereto and marked "P".				4384	
Part Portion 189 & 133	Boreenore	Wellington	Part	C.T.	189
				6970	
				6970	190
				6970	191



3

Lot	Section	Deposited Plan or Name of Estate	Part or Whole	Volume	Folio
Part Portion 22 & 95	<u>Parish</u> Gamboola	<u>County</u> Wellington	Part C.T.	5259 ✓ 5259 ✓ 5259 ✓	245 ✓ 246 ✓ 247 ✓
Part Portion 96, 97 & 98	Gamboola	Wellington	Part C.T.	5259 ✓	169 ✓
Part Portion 39 & 29	Gamboola	Wellington	Part C.T.	6824 ✓	201 ✓
Part Portion 105	"	"	Part C.T.	5259 ✓	169 ✓
Part Portion 11	"	"	Part C.T.	6824 ✓	200 ✓
Part Portion 11	"	"	Part C.T.	6824 ✓	199 ✓
Part Portion 74	"	"	Part C.T.	7712 ✓	14 ✓
Part Portion 74	"	"	Part C.T.	7713 ✓	230 ✓
Being the land delineated on the plan annexed hereto and marked "Q".					
Part Portion 9	Gamboola	Wellington	Part C.T.	5698 ✓	129 ✓
Part Portions 6 & 9	"	"	Part C.T.	6067 ✓	128 X
Being the land delineated on the plan annexed hereto and marked "R".					
Part Portion 6	Gamboola	Wellington	Part C.T.	6067 ✓	127 X
Part Portion 4	"	"	Part C.T.	5607 ✓	91 ✓
Part Portion 7	"	"	Part C.T.	3103 ✓	120 ✓
Being the land delineated on the plan annexed hereto and marked "S".					
Part Portion 88	<u>Parish</u> Copper Hill	<u>County</u> Wellington	Part C.T.	3586 ✓	248 X
Part Portion 6	"	"	Part C.T.	7221 ✓	212 X
Part Portion 5	"	"	Part C.T.	7221 ✓	213 X
Part Portion 79	"	"	Part C.T.	4909 ✓	86 ✓
Part Portion 48	"	"	Part C.T.	4175 ✓	224 ✓
Part Portion 78	"	"	Part C.T.	2392 ✓	192 ✓
Part Portion 78	"	"	Part C.T.	3216 ✓	204 ✓
Being the land delineated on the plan annexed hereto and marked "T".					
Part Portion 146	<u>Parish</u> Copper Hill	<u>County</u> Wellington	Part C.T.	7118 ✓	165 X
Part Portion 141	"	"	Part C.T.	6387 ✓	33 ✓
Part Portion 1	"	"	Part C.T.	2811 ✓	165 ✓
Being the land delineated on the plan annexed hereto and marked "U".					
Part Portion 18(rem) & 10 (rem)	<u>Parish</u> Three Rivers	<u>County</u> Wellington	Part C.T.	7439 ✓	99 ✓
(said part being part MPS(RP) 18615).					
Part Portion 79	Three Rivers	Wellington	Part C.T.	6688 ✓	125 ✓
Being the land delineated on the plan annexed hereto and marked "V".					
Part Portion 78	<u>Parish</u> Three Rivers	<u>County</u> Wellington	Part C.T.	7184 ✓	10 ✓
Part Portions 2 & 5 (rem)	Three Rivers	Wellington	Part C.T.	3629 ✓	16 ✓
Being the land delineated on the plan annexed hereto and marked "W".					
Part Portion 1	Cardington	Gordon	Part C.T.	3573 ✓	85 ✓
Part of Closed Road separating Portions 1 & 93			Part C.T.	4026 ✓	60 ✓
Part Portion 93	Cardington	Gordon	Part C.T.	4832 ✓	121 ✓
Part Portions 35, 215, 33, 9, 17, 21, 20 & 19	"	"	Part C.T.	5562 ✓	221 ✓
Part of Closed roads separating Portions 33 & 9					
Being the land delineated on the plan annexed hereto and marked "X".					

*Sherry*

*Sherry*

See opposite page 4



Plans. A.B.C.D.	Copy of plan filed as	65205	L
" E.F	Copy of plan filed as	65206	L
" G.H.I.J.	Copy of plan filed as	65207	L
" K.L.M.	Copy of plan filed as	65208	L
" N.O.	Copy of plan filed as	65209	L
" P.Q.	Copy of plan filed as	65210	L
" R.S.	Copy of plan filed as	65211	L
" T.U.	Copy of plan filed as	65212	L
" V.W.	Copy of plan filed as	65213	L
" X.Y.	Copy of plan filed as	65214	L
" Z.AA.	Copy of plan filed as	65215	L
" BA.AB	Copy of plan filed as	65216	L
" AG.AD.	Copy of plan filed as	65217	L
" AE.AF	Copy of plan filed as	65218	L
" AG.AH.	Copy of plan filed as	65219	L
" AI.AJ.	Copy of plan filed as	65220	L
" AK.AL	Copy of plan filed as	65221	L

Original plans filed in vaults

Plans A to AL filed as F.P.444278 to F.P.444310  
 Plan BA filed as F.P.444311.

- 4 -

5

Lot	Section	Deposited Plan or Name of Estate	Part or Whole	Volume	Folio
<u>Parish</u> <u>County</u>					
Part of Closed Road separating Portions 19 & 24	Cardington	Gordon	Part	C.T. 5562	221 ✓ <input type="checkbox"/>
Part Portion 16	Cardington	Gordon	}	C.T. 5562	222 ✓ <input type="checkbox"/>
Part of Closed Road adjoining the eastern boundary of portions 16 & 118	Cardington	Gordon			
Part Portion 24	Cardington	Gordon			
Being the land delineated on the plan annexed hereto and marked "Y".			Part	C.T. 5562	222 ✓ <input type="checkbox"/>
Part Portions 22 & 123	Cardington	Gordon	Part	C.T. 3171	185 ✓ <input type="checkbox"/>
Part Portion 15	Cardington	Gordon	Part	C.T. 7933	32 ✓ <input type="checkbox"/>
Part Portion 26	"	"	Part	C.T. 1839	146 ✓ <input type="checkbox"/>
Part Portion 207	"	"	Part	C.T. 2024	237 ✓ <input type="checkbox"/>
Being the land delineated on the plan annexed hereto and marked "Z".					
<u>Parish</u> <u>County</u>					
Part Portions 211, 109, 137, 57 & 88	Narragal	Gordon	Part	C.T. 6779	106 ✓ <input type="checkbox"/>
Part Portions 145 & 209	Narragal	Gordon	Part	C.T. 6810	231 ✓ <input type="checkbox"/>
Part Portions 147 & 146	"	"	Part	C.T. 6810	232 ✓ <input type="checkbox"/>
Being the land delineated on the plan annexed hereto and marked "AA".			Part	C.T. 6743	31 ✓ <input type="checkbox"/>
Part Portions 17, 176 & 18	Narragal	Gordon	Part	C.T. 6685	5 ✓ <input type="checkbox"/>
Being the land delineated on the plan annexed hereto and marked "BA".					
Part Portions 183 & 182	Narragal	Gordon	Part	C.T. 8344	168 ✓ <input type="checkbox"/>
Part Portion 186	"	"	Part	C.T. 3417	72 ✓ <input type="checkbox"/>
Being the land delineated on the plan annexed hereto and marked "AB".					
Part Portion 189	Narragal	Gordon	Part	C.T. 1857	248 X <input type="checkbox"/>
Part Portion 112	"	"	Part	C.T. 1640	135 ✓ <input type="checkbox"/>
Part Portion 99	"	"	Part	C.T. 1135	17 ✓ <input type="checkbox"/>
Part Portion 98	"	"	Part	C.T. 1135	16 ✓ <input type="checkbox"/>
Part Portion 151	"	"	Part	C.T. 875	70 ✓ <input type="checkbox"/>
Being the land delineated on the plan annexed hereto and marked "AC".					
Part Portion 194	Narragal	Gordon	Part	C.T. 875	71 ✓ <input type="checkbox"/>
Part Lot 2	Deposited Plan 209171	County of Gordon	Part	C.T. 9201	143 ✓ <input type="checkbox"/>
(said part being part portion 181 Parish of Narragal)					
Part Portion 195	Narragal	Gordon	Part	C.T. 2992	15 ✓ <input type="checkbox"/>
Part Portion 180	"	"	Part	C.T. 1777	229 ✓ <input type="checkbox"/>
Part Portion 2	"	"	Part	C.T. 899	116 ✓ <input type="checkbox"/>
Part Portion 193	"	"	Part	C.T. 1913	49 ✓ <input type="checkbox"/>
Being the land delineated on the plan annexed hereto and marked "AD".					
<u>Parish</u> <u>County</u>					
Part Portions 4, 25 & 131	Narragal	Wellington	Part	C.T. 7355	149 ✓ <input type="checkbox"/>
(Part of the closed road separating portions 4 from 25 and 32 and 32 from 3)					
Being the land delineated on the plan annexed hereto and marked "AE".					
<u>Parish</u> <u>County</u>					
Part Portion 210	Wellington	Wellington	Part	C.T. 14	213 ✓ <input type="checkbox"/>
Part Portion 108	"	"	Part	C.T. 77	38 ✓ <input type="checkbox"/>
Part Portion 107	"	"	Part	C.T. 146	58 ✓ <input type="checkbox"/>
Part Portion 158	"	"	Part	C.T. 693	200 ✓ <input type="checkbox"/>
Part Portion 104	"	"	Part	C.T. 107	240 ✓ <input type="checkbox"/>
Part Portion 105	"	"	Part	C.T. 899	240 ✓ <input type="checkbox"/>
Being the land delineated on the plan annexed hereto and marked "AF".					
<u>Parish</u> <u>County</u>					
Part Portion 200	Wellington	Wellington	Part	C.T. 1918	219 ✓ <input type="checkbox"/>
Part Portion 190	"	"	Part	C.T. 1918	175 ✓ <input type="checkbox"/>
Part Portion 199	"	"	Part	C.T. 2006	48 ✓ <input type="checkbox"/>
Part Portion 127	"	"	Part	C.T. 3383	54 ✓ <input type="checkbox"/>
Part Portion 131	"	"	Part	C.T. 3311	73 ✓ <input type="checkbox"/>
Being the land delineated on the plan annexed hereto and marked "AG".					

Should not be given to Sec opposite page

- 5 -

(7)

Lot	Section	Deposited Plan or Name of Estate	Part or Whole	Volume	Folio
		<u>Parish</u> <u>County</u>			
Part Portion 267		Wellington Wellington	Part	C.T. 6731	101 <input checked="" type="checkbox"/>
Part Portion 263		" "	Part	C.T. 6731	100 <input checked="" type="checkbox"/>
Part Portion 265		" "	Part	C.T. 6670	189 <input checked="" type="checkbox"/>
<del>Part Portion 264</del>		<del>" "</del>			
Part Portion 207		" "	Part	C.T. 6670	218 <input checked="" type="checkbox"/>
Being the land delineated on the plan annexed hereto and marked "AH". <input checked="" type="checkbox"/>					
		<u>Parish</u> <u>County</u>			
Part Portion 90		Wellington Wellington	Part	C.T. 6266	166 <input checked="" type="checkbox"/>
Part Portion 89		" "	Part	C.T. 3518	64 <input checked="" type="checkbox"/>
Part Portion 88		" "	Part	C.T. 6183	139 <input checked="" type="checkbox"/>
Being the land delineated on the plan annexed hereto and marked "AI". <input checked="" type="checkbox"/>					
Part Closed Road separating Portions 28 and 224					
Part Portion 224		Wellington Wellington	Part	C.T. 4704	20 <input checked="" type="checkbox"/>
Part Portion 223		" "	Part	C.T. 1298	139 <input checked="" type="checkbox"/>
Part Portion 222		" "	Part	C.T. 1187	25 <input checked="" type="checkbox"/>
Being the land delineated on the plan annexed hereto and marked "AJ". <input checked="" type="checkbox"/>					
		<u>Parish</u> <u>County</u>			
Part Portions 52 & 53		Wellington Wellington	Part	C.T. 1783	199 <input checked="" type="checkbox"/>
Part Portions 243 & 285		" "	Part	C.T. 4521	154 <input checked="" type="checkbox"/>
Being the land delineated on the plan annexed hereto and marked "AK". <input checked="" type="checkbox"/>					
Part Portion 149		Wellington Wellington	Part	C.T. 1015	205 <input checked="" type="checkbox"/>
Part Portion 164		" "	Part	C.T. 1015	205 <input checked="" type="checkbox"/>
Being the land delineated on the plan annexed hereto and marked "AL". <input checked="" type="checkbox"/>					

X See opposite page 4.

DATED this

29th day of August

, in the year of

Our Lord one thousand nine hundred and sixty two.

SIGNED by the said ALFRED ALLEYNE LEVY

in the presence of

THE REGISTRAR GENERAL  
SYDNEY.

*Signature*



[Published in Government Gazette No. 42 of 4th May, 1962.]

**ELECTRICITY COMMISSION ACT, 1950, AS AMENDED.  
—PUBLIC WORKS ACT, 1912, AS AMENDED  
ORANGE-DUBBO 132KV TRANSMISSION LINE  
Acquisition of Easement**

APPLICATION by the Electricity Commission of New South Wales having been made, that an easement or right to use the surface and the subsoil or undersurface of the land described in the Schedule hereto be appropriated or resumed for the construction and maintenance of an electricity transmission line, it is hereby notified and declared by His Excellency the Governor, acting with the advice of the Executive Council, that an easement or right as aforesaid over so much of the said land as is Crown land is hereby appropriated and an easement or right as aforesaid over so much of the said land as is private property is hereby resumed under Division 1 of Part V of the Public Works Act, 1912, as amended, for the purpose aforesaid; and it is hereby further notified that the said easement or right is vested in the Electricity Commission of New South Wales.

Dated at Sydney, this 18th day of April, 1962.

K. W. STREBT,  
by Deputation from His Excellency the Governor.  
By His Excellency's Command,  
P. D. HILLS, Minister for Local Government.

**SCHEDULE**

All that piece or parcel of land situate in the City of Orange, parish of Orange and county of Wellington, being part of lots 5 and 6, section 18, deposited plan 8,894: Commencing on the southern boundary of the said lot 5 at a point bearing 90 degrees 1 minute and distant 352 feet 4 inches from the south-western corner of that lot; and bounded thence on the west by a line bearing 30 minutes 30 seconds 264 feet 1 inch to the northern boundary of the said lot 6; on the north by part of that boundary bearing 90 degrees 1 minute 100 feet; on the east by a line bearing 180 degrees 30 minutes 30 seconds 264 feet 1 inch to the said southern boundary of lot 5; and on the south by part of that boundary bearing 270 degrees 1 minute 100 feet to the point of commencement,—and said to be in the possession of William Henry L. Kelly.

Also, all that piece or parcel of land situate as aforesaid, being part of lots 7 and 8, section 18, deposited plan 8,894: Commencing on the southern boundary of the said lot 7 at a point bearing 90 degrees 1 minute and distant 354 feet 5 inches from the south-western corner of the said lot 7; and bounded thence on the west by a line bearing 30 minutes 30 seconds 264 feet 1 inch to the northern boundary of the said lot 8; on the north by part of that boundary bearing 90 degrees 1 minute 100 feet; on the east by a line bearing 180 degrees 30 minutes 30 seconds 264 feet 1 inch to the said southern boundary of lot 7; and on the south by part of that boundary bearing 270 degrees 1 minute 100 feet to the point of commencement,—and said to be in the possession of William Henry L. Kelly.

Also, all that piece or parcel of land situate as aforesaid, being part of lot 9, section 18, deposited plan 8,894: Commencing on the southern boundary of the said lot 9 at a point bearing 90 degrees 1 minute and distant 356 feet 6 inches from the south-western corner of that lot; and bounded thence on the west by a line bearing 30 minutes 30 seconds 132 feet to the northern boundary of the said lot 9; on the north by part of that boundary bearing 90 degrees 1 minute 100 feet; on the east by a line bearing 180 degrees 30 minutes 30 seconds 132 feet to the said southern boundary of lot 9; and on the south by part of that boundary bearing 270 degrees 1 minute 100 feet to the point of commencement,—and said to be in the possession of Clarence Thomas Press.

Also, all that piece or parcel of land situate as aforesaid, being part of lot 10, section 18, deposited plan 8,894: Commencing on the southern boundary of the said lot 10 at a point bearing 90 degrees 1 minute and distant 357 feet 7 inches from the south-western corner of that lot; and bounded thence on the west by a line bearing 30 minutes 30 seconds 146 feet 4 inches to the northern boundary of that lot; on the north by part of that boundary bearing 88 degrees 21 minutes 30 seconds 100 feet 1 inch; on the east by a line bearing 180 degrees 30 minutes 30 seconds 149 feet 3 inches to the said southern boundary of lot 10; and on the south by part of that boundary bearing 270 degrees 1 minute 100 feet to the point of commencement,—and said to be in the possession of Donald G. C. MacLeod and Christina MacLeod.

Also, all that piece or parcel of land situate as aforesaid, being part of lots 9 and 10, deposited plan 23,913: Commencing on the southern boundary of the said lot 9 at a point bearing 88 degrees 21 minutes 30 seconds and distant 181 feet 10 inches from the south-western corner of lot 6, deposited plan 23,913; and bounded thence on the west by a line bearing 30 minutes 30 seconds 222 feet 8 inches to the northern boundary of the said lot 9; on the north by part of that boundary and part of the northern boundary of the said lot 10, in all bearing 90 degrees 3 minutes 30 seconds 80 feet; on the east by a line bearing 180 degrees 30 minutes 30 seconds 220 feet 3 inches to the southern boundary of the said lot 10; and on the south by part of that boundary and part of the said southern boundary of lot 9 in all bearing 268 degrees 21 minutes 30 seconds 80 feet 4 inches to the point of commencement,—and said to be in the possession of Percy James Powley.

Also, all that piece or parcel of land situate in the Shire of Canobolas, parish of Orange and county of Wellington, being that part of portion 53 and that part of the land comprised in Real Property Application 30,573, extending from the eastern boundary of the land comprised in Real Property Application 30,573 to the generally north-eastern side of the road 1 chain 50 links wide adjoining the generally north-eastern boundary of lot A, deposited plan 25,673 and lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the eastern boundary of the said land comprised in Real Property Application 30,573 at a point distant 10 chains 99 links northerly from the south-eastern corner of that land and bears north-westerly through a point on the said generally north-eastern side of the road 1 chain 50 links wide bearing 166 degrees 11 minutes 30 seconds and distant 1 chain 47 links from the angle formed in that side of that road by lines bearing 346 degrees 11 minutes 30 seconds and 350 degrees 17 minutes 30 seconds as shown in said deposited plan 25,673,—and said to be in the possession of Ida E. Barrett and others.

Also, all that piece or parcel of land situate as last aforesaid, being that part of lot A, deposited plan 25,673 lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the generally north-eastern boundary of the said lot A at a point bearing 346 degrees 11 minutes 30 seconds and distant 4 chains 31 links from the angle formed in that boundary by lines bearing 346 degrees 11 minutes 30 seconds and 329 degrees 13 minutes 30 seconds and thence bears 297 degrees 27 minutes 30 seconds through a point on the right bank of Ploughman's Creek,—and said to be in the possession of Ellenor M. Glasston.

Also, all that piece or parcel of land situate in the Shire of Canobolas, parish of Boreenore and county of Wellington, being part of farm 3, deposited plan 10,991, lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the northern boundary of that farm at a point bearing 90 degrees and distant 3 chains 10 links from the northernmost north-western corner of the said farm 3 and bears 120 degrees 16 minutes 40 seconds 18 links and thence 118 degrees 5 minutes 40 seconds through a point on the left bank of Ploughman's Creek,—and said to be in the possession of Kenilworth Pty. Limited.

Also, all that piece or parcel of land situate as last aforesaid, being that part of farms 5 and 6, deposited plan 10,991 lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the southern boundary of the said farm 5 at a point distant 3 chains 10 links easterly from the northernmost north-western corner of farm 3, deposited plan 10,991 and bears north-westerly through a point on the north-western boundary of the said farm 6 distant 36 chains 83 links north-easterly from the westernmost corner of the said farm 6,—and said to be in the possession of Alexander H. Coster.

Also, all that piece or parcel of land situate as last aforesaid being that part of farms 7 and 8, deposited plan 10,991, lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the south-eastern boundary of the said farm 7 at a point bearing 30 degrees 40 minutes and distant 36 chains 83 links from the southernmost corner of the said farm 7 and thence bears 300 degrees 16 minutes 40 seconds through a point on the left bank of Ploughman's Creek,—and said to be in the possession of Hillcrest Pty. Limited.

Also, all that piece or parcel of land situate in the Shire of Canobolas, parish of March and county of Wellington, being that part of portion 152, lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the southernmost western boundary of the said portion 152 at a point distant 14 chains 6 links southerly from the westernmost north-western corner

of that portion and bears south-easterly through a point on the eastern boundary of that portion distant 39 chains 73 links southerly from the north-eastern corner of that portion,—and said to be in the possession of Leo R. Attwood.

Also, all that piece or parcel of land situate as last aforesaid, being that part of portion 153 lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the western boundary of the said portion 153 at a point bearing 180 degrees and distant 39 chains 73 links from the north-western corner of that portion and thence bears 119 degrees 51 minutes 20 seconds through a point on the right bank of Ploughmasi's Creek,—and said to be in the possession of Mary F. C. Ford.

Also, all that piece or parcel of land situate as last aforesaid being that part of portions 90, 163 and 119 lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the eastern boundary of the said portion 119 at a point distant 5 chains 90 links northerly from the south-eastern corner of that portion and bears north-westerly through a point on the northern boundary of the said portion 90 distant 4 chains 79 links easterly from the north-western corner of that portion,—and said to be in the possession of Noel Bell and Harold J. Wilkie.

Also, all that piece or parcel of land situate as last aforesaid, being that part of portion 92A lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the easternmost southern boundary of the said portion 92A at a point bearing 269 degrees 17 minutes and distant 6 chains 12 links from the easternmost south-eastern corner of that portion and bears 299 degrees 59 minutes 1 chain 19 links and thence 272 degrees 8 minutes through a point on the right bank of Nandillon Ponds Creek,—and said to be in the possession of Francis J. Griffith.

Also, all that piece or parcel of land situate in the Shire of Canobolas, parish of Borendore and county of Wellington, being that part of portion 122 lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the south-western boundary of the said portion 122 at a point bearing 319 degrees and distant 13 links from the angle formed in that boundary by lines bearing 315 degrees and 319 degrees and thence bears 92 degrees 4 minutes through a point on the left bank of Nandillon Ponds Creek,—and said to be in the possession of Francis J. Griffith.

Also, all that piece or parcel of land situate as last aforesaid being that part of portions 132, 157 and 237 lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the north-eastern boundary of the said portion 157 at a point distant 12 chains 60 links south-easterly from the north-eastern corner of that portion and bears generally north-westerly through a point on the southern boundary of portion 143 distant 2 chains 33 links easterly from the north-western corner of the land shown in plan annexed to dealing D. 942,714, but excluding thereout the road 1 chain wide shown in that plan,—and said to be in the possession of Charles E. Horspool and others.

Also, all that piece or parcel of land situate as last aforesaid being that part of the land shown in plan annexed to dealing D. 943,710 lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the southern boundary of the said land shown in plan annexed to dealing D. 943,710 at a point distant 20 chains 66.2 links westerly from the south-eastern corner of that land and bears north-westerly through a point on the western boundary of that land distant 28 chains 11 links southerly from the north-western corner of that land,—and said to be in the possession of Oswald K. Spurway.

Also, all that piece or parcel of land situate as last aforesaid, being that part of portion 143, that part of lots 1 and 2, miscellaneous plan of subdivision (R.P.) 42,906 and that part of the land shown in plan annexed to dealing B. 914,226 extending from the western boundary of the land shown in plan annexed to dealing D. 943,710 to the north-western boundary of the said land shown in plan annexed to dealing B. 914,226 and lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the said western boundary of the land shown in plan annexed to dealing D. 943,710 at a point distant 28 chains 11 links southerly from the north-western corner of that land and bears north-westerly through a point on the north-western boundary of the said land shown in plan annexed to dealing B. 914,226 distant 16 chains 48 links south-westerly from the westernmost north-western corner of that land,—and said to be in the possession of Donald G. Fitcher and others.

Also, all that piece or parcel of land situate as last aforesaid, being that part of portion 160 comprised in Certificate of Title, volume 4,368, folio 50, that part of portions 161, 23, 159, 21, 20 and 19 and that part of the closed road comprised in Certificate of Title, volume 4,608, folio 212, lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the north-western boundary of the land shown in plan annexed to dealing B. 914,226 at a point distant 16 chains 48 links south-westerly from the westernmost north-western corner of that land and

bears north-westerly through a point on of portion 31 distant 15 chains 86 links south-eastern corner of that portion,—and possession of Adair Pty. Limited.

Also, all that piece or parcel of land situate as last aforesaid, being that part of portions 30 and 31 lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the eastern boundary of the said portion 31 at a point bearing 360 degrees and distant 15 chains 86 links northerly from the south-eastern corner of that portion and thence bears 321 degrees 20 minutes through a point on the left bank of Molong Creek,—and said to be in the possession of Augustus Clancy and others.

Also, all that piece or parcel of land situate as last aforesaid, being that part of portions 133 and 189 lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the northern boundary of the said portion 133 at a point bearing 87 degrees 13 minutes and distant 11 chains 38 links from the north-western corner of that portion and thence bears 141 degrees 52 minutes through a point on the right bank of Molong Creek,—and said to be in the possession of Augustus Clancy and others.

Also, all that piece or parcel of land situate in the Shires of Canobolas and Molong, parish of Gambaola and county of Wellington, being that part of portions 22, 96, 97, 98, 39, 29, 105, 11 and 74 lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the southern boundary of the said portion 22 at a point distant 9 chains 67 links easterly from the south-western corner of that portion and bears north-westerly through a point on the western boundary of the said portion 74 distant 10 chains 8 links northerly from the south-western corner of that portion,—and said to be in the possession of Robert H. Reed and others.

Also, all that piece or parcel of land situate in the Shire of Molong, parish of Gambaola and county of Wellington, being that part of portions 6 and 9 extending from the eastern boundary of the said portion 9 to the south-eastern side of Mitchell Highway and lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the eastern boundary of the said portion 9 at a point distant 10 chains 8 links northerly from the south-western corner of portion 74 and bears north-westerly through a point on the generally north-western side of the said Mitchell Highway bearing 222 degrees 1 minute and distant 5 links from the angle formed on that side of that highway by lines bearing 218 degrees 8 minutes and 222 degrees 1 minute as shown in plan catalogued R. 21,657-1,603,—and said to be in the possession of William W. Oates.

Also, all that piece or parcel of land situate as last aforesaid, being that part of portions 4, 6, 7, and 15, extending from the north-western side of the Mitchell Highway to a northern boundary of the said portion 15 and lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the said generally north-western side of the Mitchell Highway at a point bearing 222 degrees 1 minute and distant 5 links from the angle formed in that side of that highway by lines bearing 218 degrees 8 minutes and 222 degrees 1 minute as shown in plan catalogued R. 21,657-1,603 and bears north-easterly through a point on the southern boundary of portion 88, parish of Copper Hill, distant 2 chains 15 links easterly from the south-western corner of that portion,—and said to be in the possession of James A. Lawson and others.

Also, all that piece or parcel of land situate in the Shire of Molong, parish of Copper Hill and county of Wellington, being that part of portions 5, 6, 48, 78, 79 and 88 lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the southern boundary of the said portion 88 at a point distant 2 chains 15 links easterly from the south-western corner of that portion and bears north-westerly through a point on the westernmost northern boundary of the said portion 78 distant 4 chains 94 links easterly from the westernmost north-western corner of that portion,—and said to be in the possession of Kathleen L. Webb and others.

Also, all that piece or parcel of land situate as last aforesaid, being that part of portions 141 and 146 lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the southern boundary of the said portion 146 at a point distant 10 links westerly from the south-eastern corner of that portion and bears north-westerly through a point on the northern boundary of portion 141 distant 22 chains 41 links westerly from the south-eastern corner of portion 1 REM,—and said to be in the possession of Maxwell A. Ball and John W. G. Horsfield.

Also, all that piece or parcel of land situate as last aforesaid, being that part of portion 1 REM, lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the southern boundary of the said portion 1 REM, at a point bearing 269 degrees 5 minutes and distant 22 chains 41 links westerly from the



the centre line of the transmission line which intersects the northern boundary of portion 151 at a point distant 1 chain 3 links easterly from the south-western corner of the said portion 181 and bears north-westerly through a point on the northern boundary of the said portion 193 distant 92 links westerly from the north-eastern corner of that portion,—and said to be in the possession of Lucy M. Slavin and others.

Also, all that piece or parcel of land situate as last aforesaid, and being that part of portions 4, 25, 32 and 131, that part of the closed road separating the said portion 4 from the said portions 25 and 32 and that part of the closed road separating the said portion 32 from portion 3 lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the southern boundary of the said portion 32 at a point bearing 90 degrees and distant 17 chains 89 links easterly from the south-western corner of that portion and bears 356 degrees 19 minutes 40 seconds 63 chains 47 links; and thence 5 degrees 20 minutes 40 seconds through a point on the left bank of Bell River,—and said to be in the possession of Neurea Pastoral Co. Pty. Limited.

Also, all that piece or parcel of land situate in the Shire of Wellington, parish of Mumbil and county of Wellington, being that part of portion 4 lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the western boundary of the said portion 4 at a point bearing 180 degrees and distant 12 chains 29 links from the north-western corner of that portion and bears successively 160 degrees 15 minutes 12 chains 81 links 154 degrees 28 minutes 60 chains 90 links; and thence 185 degrees 57 minutes through a point on the right bank of Bell River, but excluding thereout the road shown in plan catalogued R. 180-1,603,—and said to be in the possession of Neurea Pastoral Co. Pty. Limited.

Also, all that piece or parcel of land situate as last aforesaid, being that part of portions 2 and 7 lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the eastern boundary of the said portion 2 at a point distant 12 chains 29 links south-easterly from the north-western corner of portion 4 and bears north-westerly through a point on the northern boundary of the said portion 7 distant 35 chains 12 links easterly from the north-western corner of that portion, but excluding thereout the road shown in plan catalogued R. 2,531-1,603,—and said to be in the possession of G. A. Fuller and W. G. Reinhard.

Also, all that piece or parcel of land situate in the Shire of Wellington, parish of Wellington and county of Wellington, being that part of portions 104 and 105, 107, 108, 158 and 210 lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the southern boundary of the said portion 210 at a point distant 21 chains 51 links westerly from the south-eastern corner of that portion and bears north-westerly through a point on the northern boundary of the said portion 105 distant 2 chains 57 links westerly from the north-eastern corner of that portion,—and said to be in the possession of William F. Bracken and others.

Also, all that piece or parcel of land situate as last aforesaid, being that part of portions 127, 131, 190, 199 and 200 lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the southern boundary of the said portion 200 at a point distant 3 chains 62 links westerly from the south-eastern corner of that portion and bears north-westerly through a point on the northern boundary of the said portion 131 distant 1 chain 56 links westerly from the north-eastern corner of that portion,—and said to be in the possession of William F. Bracken and others.

Also, all that piece or parcel of land situate as last aforesaid, being that part of portions 207, 263, 264, 265 and 267 lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the southern boundary of the said portion 267 at a point distant 18 chains 25 links easterly from the south-western corner of that portion and bears north-westerly through a point on the northern boundary of the said portion 207 distant 13 chains 44 links easterly from the westernmost north-western corner of that portion,—and said to be in the possession of Charles J. G. Weston and others.

Also, all that piece or parcel of land situate as last aforesaid, being that part of portions 27, 28, 88, 89 and 90 lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the southern boundary of the said portion 90 at a point distant 13 chains 37 links easterly from the south-western corner of that portion and bears north-westerly through a point on the northern boundary of the said portion 28 distant 9 chains 86 links

westerly from the north-eastern corner of that portion, but excluding thereout the road shown in plan catalogued R. 708-1,603,—and said to be in the possession of J. D. Fenner and others.

Also, all that piece or parcel of land situate as last aforesaid, being that part of portions 219, 223 and 224 and that part of the closed road separating the said portion 224 from portion 28 lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the northern boundary of the said portion 28 at a point distant 9 chains 92.8 links easterly from the north-western corner of that portion and bears north-westerly through a point on the south-eastern boundary of portion 218 distant 2 chains 7 links south-westerly from the south-eastern corner of that portion,—and said to be in the possession of Henry G. Anderson.

Also, all that piece or parcel of Crown land situate as last aforesaid, being that part of portion 218 lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the south-eastern boundary of the said portion 218 at a point bearing 235 degrees 59 minutes and distant 2 chains 7 links from the south-eastern corner of that portion and bears 338 degrees 10 minutes 11 chains 3 links; and thence 55 degrees 40 minutes through a point on the generally south-western boundary of the Great Western Railway land.

Also, all that piece or parcel of Crown land situate as last aforesaid being that part of T.S.R. 49,784 extending from the south-eastern side of the road 1 chain wide adjoining the south-eastern boundary of portion 52 to the generally north-eastern boundary of that Great Western Railway land and lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the said south-eastern boundary of portion 52 at a point bearing 237 degrees 35 minutes and distant 15 chains 59 links from the easternmost corner of portion 53 and bears 178 degrees 10 minutes 20 seconds for a distance of 21 chains 92 links; and thence 235 degrees 20 seconds through a point on the said generally north-eastern boundary of the Great Western Railway land.

Also, all that piece or parcel of land situate as last aforesaid being that part of portions 52 and 53 lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the south-eastern boundary of the said portion 52 at a point distant 15 chains 59 links south-westerly from the easternmost corner of the said portion 53 and bears northerly through a point on the north-western boundary of the said portion 53 distant 6 chains 15 links south-westerly from the northernmost corner of that portion,—and said to be in the possession of Beatrice P. Harris.

Also, all that piece or parcel of land situate as last aforesaid being that part of portions 286, 243 and 285, that part of T.S.R. 49,784 and that part of the Permanent Common, dedicated 6th December, 1867, extending from the north-eastern boundary of the Wellington Substation Site to the north-western boundary of the said portion 285 and lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the south-western boundary of the said portion 286 at a point distant 40 links south-easterly from the westernmost corner of that portion and bears generally north-easterly through a point on the said north-western boundary of portion 285 distant 10 links south-westerly from the north-eastern corner of that portion,—and said to be in the possession of the Crown and The Wellington District Hospital.

Also, all that piece or parcel of land situate as last aforesaid being that part of portions 148, 149, 164 and 165 lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the south-eastern boundary of the said portion 149 at a point distant 1 chain 17 links north-easterly from the south-western corner of that portion and bears north-westerly through a point on the northern boundary of the said portion 165 distant 92 links westerly from the north-eastern corner of that portion,—and said to be in the possession of the Crown and George G. Wilkins.

And, also all that piece or parcel of land situate as last aforesaid, being that part of portion 83 lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the southern boundary of the said portion 83 at a point bearing 270 degrees, and distant 1 chain 40 links from the south-eastern corner of that portion; and thence bears 353 degrees through a point on the left bank of Macquarie River, but excluding thereout the land resumed for Wellington Water Supply,—and said to be in the possession of Arthur W. A. Macarthur. (Misc. 60-18,019) (2819)

This is the copy Gazette Notification referred to in the annexed Certificate.

Witness *Khorey*

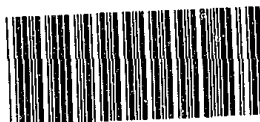
*Signature* 

97-11R



# REQUEST

Real Property Act 1900



2389996 T

- (A) **STAMP DUTY**  
If applicable.

Office of State Revenue use only

- (B) **TITLE**  
Show no more than 20.

SEE SCHEDULE

D

- (C) **REGISTERED DEALING**  
If applicable.

SEE SCHEDULE

- (D) **LODGED BY**

L.T.O. Box	Name, Address or DX and Telephone	Dealing Code
354L	STATE SEARCH Box A909 Sydney South 2000 Ph. 456-2207	
REFERENCE (max 15 characters):		ETA

- (E) **APPLICANT** THE NEW SOUTH WALES ELECTRICITY TRANSMISSION AUTHORITY *aves*

- (F) **REQUEST** The Registrar-General pursuant to Section 46C of the Real Property Act 1900, to record the NEW SOUTH WALES ELECTRICITY TRANSMISSION AUTHORITY as the proprietor of the estate and interest in the easements defined in the Schedule hereto, in respect of which the Electricity Commission of New South Wales is registered as proprietor, such estate and interest having been transferred to the New South Wales Electricity Transmission Authority by virtue of Clause 4 (1) of Schedule 2 to the Electricity Transmission Act, 1994.

RONALD BRUCE SMITH  
Authorised Agent of the New South Wales  
Electricity Transmission Authority.

CHECKED BY (office use only)

*W 7*



(G)

STANDARD EXECUTION

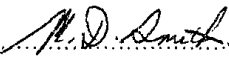
2

389996

Certified correct for the purposes of the Real Property Act 1900.

DATE 14-8-96

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

  
Signature of Witness

MARILYN DAWN SMITH  
Name of Witness (BLOCK LETTERS)

9 ELIZABETH ST BEROWRA HTS 2082  
Address of Witness

  
Signature of Applicant

Authorised Agent of the New South  
Wales Electricity Transmission Authority

---

EXECUTION INCLUDING STATUTORY DECLARATION

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900, and I certify this Application correct for the purposes of the Real Property Act 1900. Made and subscribed at .....  
in the State of ..... on ..... 19 ..... in the presence of

.....  
Signature of Witness

.....  
Name of Witness (BLOCK LETTERS)

.....  
Address and Qualification of Witness

.....  
Signature of Applicant

Use this side only for First and Second Schedule directions

## FIRST SCHEDULE DIRECTIONS

## SECOND SCHEDULE AND OTHER DIRECTIONS

FOLIO IDENTIFIER	DIRECTION	NOTFN TYPE	DEALING NUMBER	DETAILS
6743-31	UN	.	J147791	
32	UN	VA		Easement vested in the new South Wales Electricity Transmission authority
	CT		no CT	
	C-S'			

Certificate No: 2327  
Applicant Ref: 2223796 Bunting/White  
Receipt No: 81170861

26/08/2022

Cheney Suthers Lawyers  
PO Box 318  
ORANGE NSW 2800



**PLANNING CERTIFICATE**  
Issued under Section 10.7 (2) of the  
Environmental Planning and Assessment Act 1979

Parcel No: 42749  
Property description: Lot: 2 Pt: PT DP: 630113, 5796 Mitchell Highway LARRAS LEE

SECTION 10.7 (2) PRESCRIBED MATTERS UNDER SCHEDULE 4 OF THE  
ENVIRONMENTAL PLANNING AND ASSESSMENT REGULATION 2000

The land is partially located within both Dubbo Regional Council LGA and Cabonne Shire Council LGA. It is recommended that the applicant contact Cabonne Shire Council regarding any planning restrictions applicable to the land.

The portion of the land that is located within the Dubbo Regional Council LGA.

At the date of the Certificate, the following LEPs, DCPs and SEPPs apply to the subject land:

Local Environmental Plan (LEP):  
Dubbo Regional Local Environmental Plan 2022, applies to the subject land.

State Environmental Planning Policies (SEPP):  
State Environmental Planning Policy No 65 - Design Quality of Residential Flat Development, applies to the State.

State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004, applies to the State.

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, applies to the State.

All communications to: **CHIEF EXECUTIVE OFFICER**

**ABN 53 539 070 928**

PO Box 81 Dubbo NSW 2830

**T** (02) 6801 4000 **F** (02) 6801 4259 **E** [council@dubbo.nsw.gov.au](mailto:council@dubbo.nsw.gov.au)

Civic Administration Building Church St Dubbo NSW 2830

**W** [dubbo.nsw.gov.au](http://dubbo.nsw.gov.au)



State Environmental Planning Policy (Housing) 2021, applies to the State.

State Environmental Planning Policy (Biodiversity and Conservation) 2021, applies to the State.

State Environmental Planning Policy (Industry and Employment) 2021, applies to the State.

State Environmental Planning Policy (Primary Production) 2021, applies to the State.

State Environmental Planning Policy (Resilience and Hazards) 2021, applies to the State.

State Environmental Planning Policy (Resources and Energy) 2021, applies to the State.

State Environmental Planning Policy (Transport and Infrastructure) 2021, applies to the State.

State Environmental Planning Policy (Planning Systems) 2021, applies to the State.

State Environmental Planning Policy (Precincts - Regional) 2021, applies to the State.

Draft Local Environmental Planning Instrument:

There are no Draft Local Environmental Plan affecting the subject land.

Development Control Plan (DCP):

Wellington Development Control Plan 2013, applies to the subject land.

The subject land is zoned:

Zone RU1 Primary Production

(1) Objectives of zone

- \* To encourage sustainable primary industry production by maintaining and enhancing the natural resource base.
- \* To encourage diversity in primary industry enterprises and systems appropriate for the area.
- \* To minimise the fragmentation and alienation of resource lands.
- \* To minimise conflict between land uses within this zone and land uses within adjoining zones.
- \* To enable uses of an appropriate scale to facilitate the economic sustainability of primary production.
- \* To provide for a range of tourist-related uses that support the agricultural industry or are compatible with agricultural uses.

(2) Permitted without consent

Environmental protection works; Extensive agriculture; Home-based child care; Home occupations; Roads.

(3) Permitted with consent

Agricultural produce industries; Agriculture; Airstrips; Animal boarding or training establishments; Aquaculture; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cellar door premises; Cemeteries; Centre-based child care facilities; Charter and tourism boating facilities; Correctional centres; Community facilities; Depots; Dwelling houses; Eco-tourist facilities; Educational establishments; Environmental facilities; Extractive industries; Farm buildings; Forestry; Function centres; Group homes; Health consulting rooms; Helipads; Highway service centres; Home businesses; Home industries; Industrial training facilities; Information and education facilities; Intensive livestock agriculture; Intensive plant agriculture; Jetties; Mooring pens; Moorings; Open cut mining; Places of public worship; Plant nurseries; Recreation areas; Recreation facilities (major); Recreation facilities (outdoor); Research stations; Respite day care centres; Restaurants or cafes; Roadside stalls; Rural workers' dwellings; Secondary dwellings; Sewerage systems; Signage; Tourist and visitor accommodation; Veterinary hospitals; Water recreation structures; Water supply systems; Wharf or boating facilities.

(4) Prohibited

Advertising structures; Hotel or motel accommodation; Serviced apartments; Any other development not specified in item 2 or 3.

Notwithstanding the above land use permissibility information indicating development 'permitted without consent'; development 'permitted with consent'; and development 'prohibited', the Dubbo Regional Local Environmental Plan 2022 provides in some circumstances additional use provisions and other relevant land use permissibility/prohibition provisions.

It is recommended that consultation of the Dubbo Regional Local Environmental Plan 2022 be undertaken to ascertain precisely the types of land uses permissible or prohibited on the land the subject of this Certificate.

Development Standards – Dwelling House:

The minimum subdivision lot size for the subject property for the purpose of a dwelling is 400 hectares.

4.2C Erection of dwelling houses on land in certain rural zones

(1) The objectives of this clause are:

- (a) to minimise unplanned rural residential development, and
- (b) to enable the replacement of lawfully erected dwelling houses in certain rural zones.

(2) This clause applies to land in the following zones:

- (a) Zone RU1 Primary Production,
- (b) Zone RU2 Rural Landscape,
- (c) Zone RU4 Primary Production Small Lots,
- (d) Zone C3 Environmental Management.

- (3) Development consent must not be granted for the erection of a dwelling house on land to which this clause applies, and on which no dwelling house has been erected, unless the land:
- (a) is a lot that is at least the minimum size shown on the Lot Size Map, or
  - (b) is a lot created before the day on which this Plan commenced and on which the erection of a dwelling house was permissible immediately before that day, or
  - (c) is a lot resulting from a subdivision for which development consent, or equivalent, was granted before the day on which this Plan commenced and on which the erection of a dwelling house would have been permissible if the plan of subdivision had been registered before that day, or
  - (d) is an existing holding, or
  - (e) would have been a lot or a holding specified in paragraphs (a)-(d) had it not been affected by:
    - (i) a minor realignment of boundaries that did not create an additional lot, or
    - (ii) a subdivision creating or widening a public road or public reserve
- (4) Despite subclause (3), development consent may be granted for the erection of a dwelling house on land to which this clause applies if:
- (a) there is a lawfully erected dwelling house on the land, and
  - (b) the dwelling house to be erected is intended only to replace the existing dwelling house.
- (5) In this clause:
- existing holding means the following land in the part of Dubbo Regional local government area that was formerly in Wellington local government area, whether or not there has been a change in the ownership of the holding since 26 June 1987, and includes any other adjoining land acquired by the owner since 26 June 1987:
- (a) land that was a holding on 26 June 1987,
  - (b) land that is a holding at the time an application for development consent is lodged.
- holding means all adjoining land, even if separated by a road or railway, held by the same person.

**Critical habitat:**

The land does not include or comprise 'critical habitat' under Dubbo Regional Local Environmental Plan 2022.

**Conservation area:**

The land is not in a conservation area under Dubbo Regional Local Environmental Plan 2022.

**Heritage:**

A heritage item is not situated on the land under Dubbo Regional Local Environmental Plan 2022.

**Complying development:**

- (1) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3), and (4), 1.18 (1) (c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes, 2008).
- (2) The extent to which complying development may not be carried out on the land because of the provision of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of the Policy and the reasons why it may not be carried out under those clauses.
- (3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

**Part 3B. Low Rise Medium Density Housing Code:**

No - does not apply to the land.

**Part 3C. Greenfield Housing Code:**

No - does not apply to the land.

**Part 3D. Inland Code:**

No - does not apply to the land. The subject land is identified as Biodiversity on Council's Terrestrial Biodiversity Map.

**Part 4. Housing Alterations Code:**

No - does not apply to the land. The subject land is identified as Biodiversity on Council's Terrestrial Biodiversity Map.

**Part 4A. General Development Code:**

No - does not apply to bed and breakfast accommodation as the land is bushfire-prone land.

No - does not apply to the land. The subject land is identified as Biodiversity on Council's Terrestrial Biodiversity Map.

**Part 5. Industrial and Business Alterations Code:**

No - does not apply to the land. The subject land is identified as Biodiversity on Council's Terrestrial Biodiversity Map.

**Part 5A. and 5B. Industrial and Business Buildings Code and the Container Recycling Facilities Code:**

No - does not apply to the land.

**Part 6. Subdivision Code:**

No - does not apply to the land. The subject land is identified as Biodiversity on Council's Terrestrial Biodiversity Map.

**Part 7. Demolition Code:**

No - does not apply to the land. The subject land is identified as Biodiversity on Council's Terrestrial Biodiversity Map.

**Part 8. Fire Safety Code:**

No - does not apply to the land. The subject land is identified as Biodiversity on Council's Terrestrial Biodiversity Map.

**Coastal Protection:**

The subject land is not affected by the operation of Section 5 of the Coastal Management Act, 2016.

**Mine Subsidence:**

The subject land is not within a proclaimed mine subsidence district as defined by Section 20 of the Coal Mine Subsidence Compensation Act, 2017.

**Road Widening and Road Realignment:**

The land is not affected by any road widening or road realignment under:

- (a) Division 2 of Part 3 of the Roads Act 1993; or
- (b) Any environmental planning instrument; or
- (c) Any resolution of the Council.

**Council and Other Public Authority Policies on Hazard Risk Restrictions:**

The land the subject of this Certificate is not affected by any policy adopted by the Council that restricts the use of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk.

The subject land is not affected by a policy adopted by any other public authority and notified to the Council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the Council, that restricts the development of the land because of the likelihood of land slip, bushfire, flooding, tidal inundation, subsidence, acid sulphate soils or any other risk.

The subject land is identified as 'biodiversity' according to the Terrestrial Biodiversity map of the Dubbo Regional Local Environmental Plan 2022, Clause 7.1. For further information, please contact Council's Development and Environment Division on (02) 6801 4000.

The subject land is in whole/part classified as 'Natural Resource - Riparian Land and Waterways and Groundwater Vulnerability' pursuant to the Dubbo Regional Local Environment Plan 2022, Clauses 7.3 and 7.5. For further information, please contact Council's Development and Environment Division on (02) 6801 4000.

**Flood-related Development Control Information:**

The subject land is not subject to any policy adopted by Council that restricts the use of the land because of the likelihood of flooding.



**Land Reserved for Acquisition:**

There is no environmental planning instrument, deemed environmental planning instrument or draft environmental planning instrument applying to the subject land that provides for the acquisition of the land by a public authority as referred to in Section 3.15 of the Environmental Planning and Assessment Act, 1979.

**Contribution Plans:**

Wellington Section 94A Contribution Plan 2012, applies to the subject land.

**Biodiversity Certified Land:**

Council is unaware of any biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016.

**Biodiversity Stewardship Sites:**

Council is unaware that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016.

**Native Vegetation Clearing Set Asides:**

Council is unaware that the land contains a set aside area under Section 60ZC of the Local Lands Services Act 2013.

**Bushfire Prone Land:**

Part of the subject land is identified as Bush Fire Prone Land on the Bush Fire Prone Land Map certified by the Commissioner of the NSW Rural Fire Service under Section 10.3 of the Environmental Planning and Assessment Act, 1979 (EP&A Act). As a consequence, Sections 4.14 and 4.46 of the EP&A Act apply and may affect any future development on such land. The subject certified Bush Fire Prone Land Map is available for public inspection during normal office hours at the Civic Administration Building of Council. For further information, please contact the Council's Development and Environment Division on (02) 6801 4000.

**Property Vegetation Plans:**

Council has not been notified of the existence of a property vegetation plan approved under Part 4 the Native Vegetation Act 2003 (and that continues in force) applying to the land.

**Orders under Trees (Disputes Between Neighbours) Act, 2006:**

Council is not aware of any order made under the Trees (Dispute Between Neighbours) Act, 2006 applying to the subject land.

**Directions under Part 3A:**

This section of the Act has been repealed.

**Site Compatibility Certificates and Conditions of Seniors Housing:**

Council is not aware of any current Site Compatibility Certificate (Seniors Housing) or occupancy restrictions applying to the subject land.

**Site Compatibility Certificates for Infrastructure, Schools or TAFE Establishments:**

Council is not aware of any current Site Compatibility Certificate (Infrastructure) applying to the subject land.

**Site Compatibility Certificates and Conditions for Affordable Rental Housing:**

Council is not aware of any current Site Compatibility Certificate (Affordable Rental Housing) or management/operational restrictions pertaining to affordable housing on the subject land.

**Paper Subdivision Information:**

Council is not aware of any development plan applying to the subject land.

**Site Verification Certificates:**

Council is not aware of any current Site Verification Certificate (Biophysical Strategic Agricultural Land or Critical Industry Cluster Land) applying to the subject land.

**Loose-fill Asbestos Insulation:**

Council is not aware of any current loose-fill asbestos insulation applying to the subject land.

**Affected Building Notices and Building Product Rectification Orders:**

Council is not aware of any current affected building notices and building product rectification orders applying to the subject land.

**Matters arising under the Contaminated Land Management Act, 1997**

Pursuant to Section 59(2) of the Contaminated Land Management Act 1997, the subject land is:

- (a) Not within land declared to be significantly contaminated land under Part 3 of that Act;
- (b) Not subject to a Management Order in the meaning of that Act;
- (c) Not the subject of an approved Voluntary Management Proposal of the Environment Protection Authority's agreement under Section 17 of that Act;
- (d) Not subject to an ongoing Maintenance Order under Part 3 of that Act;
- (e) Not the subject of a Site Audit Statement within the meaning of Part 4 of that Act.

For further enquires, please contact Council's Customer Service Centre on 6801 4000.



Stephen Wallace  
Director Planning and Environment



## PLANNING CERTIFICATE

### Section 10.7(2)

Environmental Planning and Assessment Act 1979 (as amended)

<b>Applicant:</b>	<b>Cheney Suthers Lawyers</b>	<b>Certificate No: 2023/057</b>
	<b>PO Box 318</b>	
	<b>ORANGE NSW 2800</b>	<b>Date: 31 August 2022</b>
<b>Reference:</b>	<b>2223796 Bunting/White</b>	<b>Receipt No: 88908 \$53</b>
<b>Doc Id:</b>	<b>1433460</b>	

<b>Address of Property:</b>	<b>5796 Mitchell Highway, Larras Lee NSW 2866</b>
<b>Owner:</b>	<b>EF &amp; CW Bunting and SJ &amp; VG White</b>
<b>Land Description:</b>	<b>Part Lot 2 DP 630113</b>
<b>Council Assessment No:</b>	<b>A35914</b>
<b>Parish:</b>	<b>Eurimbula</b>
<b>Area:</b>	<b>147.2Ha</b>

CABONNE COUNCIL  
PO Box 17  
Molong NSW 2866  
Phone: 6392 3265  
Fax: 6392 3260  
Email: [council@cabonne.nsw.gov.au](mailto:council@cabonne.nsw.gov.au)

*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



31/08/2022

\_\_\_\_\_  
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.



## **NSW SWIMMING POOL REGISTER**

### **Certificate of Registration**

#### **Section 30C – Swimming Pools Act 1992**

<b>Pool No:</b>	<b>46c952cd</b>
<b>Property Address:</b>	<b>5796 MITCHELL HIGHWAY LARRAS LEE</b>
<b>Date of Registration:</b>	<b>15 April 2019</b>
<b>Type of Pool:</b>	<b>An indoor pool</b>
<b>Description of Pool:</b>	<b>Inground Fibreglass Pool</b>

The swimming pool at the above premises has been registered in accordance with Section 30B of the *Swimming Pools Act 1992*.

The issue of this certificate does not negate the need for regular maintenance of the pool.

Please remember:

- Children should be supervised by an adult at all times when using your pool
- Regular pool barrier maintenance
- Pool gates must be closed at all times
- Don't place climbable articles against your pool barrier
- Remove toys from the pool area after use

You may be required to obtain a Pool Compliance Certificate before you lease or sell your property. Contact your council for further information.

This is NOT a Certificate of Compliance



## NSW SWIMMING POOL REGISTER

### Certificate of Compliance

#### Section 22D – Swimming Pools Act 1992

**Pool No:** 46c952cd  
**Property Address:** 5796 MITCHELL HIGHWAY LARRAS LEE  
**Expiry Date:** 26 April 2022  
**Issuing Authority:** Cabonne Shire Council

The swimming pool at the above property complies with Part 2 of the *Swimming Pools Act 1992*. The issue of this certificate does not negate the need for regular maintenance of the swimming pool barrier to ensure it is compliant with the *Swimming Pools Act 1992*.

This certificate ceases to be valid if a direction is issued pursuant to Section 23 of the *Swimming Pools Act 1992*.

The swimming pool at the above property is not required to be inspected under the inspection program of the local authority while this certificate of compliance remains valid pursuant to Section 22B(3) of the *Swimming Pools Act 1992*.

**Please remember:**

- Children should be supervised by an adult at all times when using your pool
- Regular pool barrier maintenance
- Pool gates must be closed at all times
- Don't place climbable articles against your pool barrier
- Remove toys from the pool area after use



## Information about a property

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

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

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

### Search for either:

☐ Water licences that benefit a specific land reference (lot/DP)

☒ Approvals that benefit a specific land reference (lot/DP)

Plan (required)

DP ▾ 630113

Lot Number

2

Section Number

### Notes:

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

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

« Previous Search

Print Export

## Search Results

« 1 to 1 of 1 rows »

Approval	Issue Date	Expiry Date	Kind of Approval	Water Source or Floodplain Management Plan or Land Declared to be a Floodplain	Water Management Zone	Status
<a href="#">80WA714699</a>	16-JAN-2012		Basic Rights	Lachlan Fold Belt Mdb Groundwater Source		Current

Kind of Approval	Issue Date	Expiry Date	Approval Number	Status	Water Source
Basic Rights	16-JAN-2012		80WA714699	Current	Lachlan Fold Belt Mdb Groundwater Source

Work Type	Description	Diameter	Status	No of Works	Location (Lot/DP)
Extraction Works Gw	Bore	Not specified	Active	1	Lot 2, DP 630113

### - Conditions

#### Plan Conditions

**Water sharing plan** NSW Murray Darling Basin Fractured Rock Groundwater Sources

#### Water management works

MW0580-00001 This approval shall lapse if the construction of the water supply work is not completed within three years of the date of issue of this approval.

MW0575-00001 The approval holder must ensure that if the water supply work is abandoned or replaced that it is decommissioned in compliance with the minimum requirements for decommissioning bores prescribed in the Minimum Construction Requirements for Water Bores in Australia, 2003, ISBN 1 92029 2009 9 as amended or replaced from time to time, unless otherwise directed by the Minister in writing.

MW0576-00001 Within 2 months of decommissioning of the water supply work, the approval holder must notify the Minister in writing that the work has been decommissioned.

MW0581-00001 If during the construction of the water supply work, saline or contaminated water is encountered above the production aquifer, the approval holder must:  
(i) notify the Minister within 48 hours of becoming aware of the water;  
(ii) take all reasonable steps to minimise contamination and environmental harm;  
(iii) ensure that such water is sealed off by inserting casing to a depth sufficient to exclude the saline or contaminated water from the work, and, if specified by the Minister, placing an Impermeable seal between the casing(s) and the walls of the work from the bottom of the casing to ground level as specified by the Minister; and  
(iv) comply with any requirements specified by the Minister.  
(v) the above requirements do not apply where the water supply work is being constructed for the purpose of taking saline water through a salinity or water table management access licence and the only contaminated water encountered is saline water.

Note - It is an offence under the Protection of the Environment Operations Act 1997 to pollute waters.

#### Monitoring and recording

MW0715-00001 The licence holder must retain the information required to be recorded in the logbook for 5 years from the date to which that information relates.

MW0777-00001

	The approval holder must keep a logbook, except where the water supply work is metered with a data logger. A "logbook" means a written record, kept in hard copy or electronic form, which accurately records all information required to be kept for this approval.
MW0779-00001	<p>The approval holder must record the following in the logbook:</p> <p>(i) each date and period of time on which water was taken using the water supply work;</p> <p>(ii) the volume of water taken on that date;</p> <p>(iii) the access licence number of the access licence under which water was taken on that date, or, if water was taken under some other authority (such as basic landholder rights entitlement), the authority under which water was taken</p> <p>(iv) the purpose or purposes for which the water taken on that date was used;</p> <p>(v) details of any cropping carried out using the water taken through the water supply work including the type of crop, area cropped, and dates of planting and harvesting;</p> <p>(vi) where metering equipment has been installed for use in connection with the water supply work, the meter reading before water is taken;</p> <p>(vii) where metering equipment has not been installed for use in connection with the water supply work, details of all pumping activities for the water supply work including pump running hours, pump power usage or pump fuel usage, pump start and stop times for water taken and pump capacity per unit of time;</p> <p>(viii) any other information required to be recorded in the logbook as specified by the Minister.</p>
MW0714-00001	The licence holder must produce the logbook to the Minister for inspection, when requested
	<b>Reporting</b>
MK0577-00001	<p>Within two months of completion of the construction of a new water supply work, or within two months after the issue of an approval for a new water supply work, the approval holder must submit to the relevant licensor the approved form completed with all relevant details including:</p> <p>a) the name and licence number of the driller who constructed the water supply work;</p> <p>b) the details of geology and construction of the water supply work;</p> <p>c) details of the location of the water supply work on a copy of the Lot and Deposited Plan, its geographical reference accurate to +/- 5 m, and the respective distance(s) of the water supply work from the property boundaries; and</p> <p>d) If the Minister has requested any water analysis and/or pumping tests to be carried out, details of the water analysis and/or pumping tests required by the Minister.</p>
MW0579-00001	When directed by the Minister by notice in writing, the approval holder must provide a report, in the form specified in the notice, detailing the quality of any water obtained using the water supply work.
	<b>Other Conditions</b>
	<b>Water management works</b>
DK1198-00001	The approval holder must allow the relevant licensor or any person authorised by it, full and free access to the works, either during or after construction, for the purpose of carrying out inspection or test of the works and its fittings and shall carry out any work or alterations deemed necessary by the department for the protection and proper maintenance of the works, or the control of the water extracted and for the protection of the quality and the prevention from pollution or contamination of sub-surface water.
DK1199-00001	<p>(A) The approval holder must notify the relevant licensor if a flowing supply of water is obtained. The bore must then be lined with casing and cemented and a suitable closing gear must be attached to the borehead as specified by the relevant licensor.</p> <p>(B) If a flowing supply of water is obtained from the work, the approval holder must only distribute water from the bore head by a system of pipe lines and must not distribute it in drains, natural or artificial channels or depressions.</p>
DK1206-00001	The approval holder must not construct or install works used for the purpose of conveying, distributing or storing water from the works authorised by this approval, that obstruct the reasonable passage of floodwaters flowing in, to, or from a river or lake.
	<b>Additional conditions</b>
DK1207-00001	<p>The approval holder must not allow any tailwater/ drainage to discharge into or onto:</p> <ul style="list-style-type: none"> <li>- any adjoining public or crown road;</li> <li>- any other persons land;</li> <li>- any crown land;</li> <li>- any river, creek or watercourse;</li> <li>- any native vegetation as described under the Native Vegetation Conservation Act 1997 or Native Vegetation Act 2003;</li> <li>- any wetlands of environmental significance.</li> </ul>

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

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

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

**More information:** Should you require further information or technical assistance, please submit your request to [water.enquiries@waterNSW.com.au](mailto:water.enquiries@waterNSW.com.au) or contact 1300 662 077