

# Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	<b>McGrath Orange</b> <b>185 Lords Place, Orange, NSW 2800</b>	Phone: 7903 0753
co-agent		
vendor	<b>Perry David Edwin Trethowan and Bronwyn Mary Trethowan</b> <b>283 Garra Road, Molong, NSW 2866</b>	
vendor's solicitor	<b>Margot Sawyer Conveyancing Pty Ltd</b> <b>2, 67 Bank Street, Molong NSW 2866</b> <b>PO Box 174, Molong NSW 2866</b>	Phone: 02 6366 8222 Email: <a href="mailto:margot@margotsawyerconveyancing.com.au">margot@margotsawyerconveyancing.com.au</a> Fax: 02 6366 9273 Ref: MJS:231189
date for completion land (address, plan details and title reference)	<b>42nd day after the contract date</b> <b>283 Garra Road, Molong, New South Wales 2866</b> <b>Registered Plan: Lot 484 Plan DP 711419</b> <b>Folio Identifier 484/711419</b>	(clause 15)
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input 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: 1 stand fully equipped shearing shed, sheep yards, general shed, 3 x water tanks, 2 pressure pumps, unequipped bore, 2 water troughs	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked <del>or as numbered</del> : <input type="checkbox"/> other documents:	

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

inclusions	<input checked="" type="checkbox"/> air conditioning <input checked="" type="checkbox"/> clothes line <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input checked="" type="checkbox"/> blinds <input type="checkbox"/> curtains <input checked="" type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> cooktop & ovens <input checked="" type="checkbox"/> ceiling fans <input checked="" type="checkbox"/> wood heater <input type="checkbox"/> pool equipment <input checked="" type="checkbox"/> TV antenna & wifi box <input checked="" type="checkbox"/> other: pool table, bar, TV in bedroom, flagpole & flags, 4 x pedestal pot plants
exclusions	
purchaser	
purchaser's solicitor	
price	
deposit	(10% of the price, unless otherwise stated)
balance	
contract date	(if not stated, the date this contract was made)

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

**GST AMOUNT** (optional) The price includes GST of: \$

buyer's agent

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

## SIGNING PAGE

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

**Choices**Vendor agrees to accept a **deposit-bond**☐ NO ☐ yes**Nominated Electronic Lodgment Network (ELN)** (clause 4)

PEXA

**Manual transaction** (clause 30)☐ NO ☐ yes

(if yes, vendor must provide further details, including any applicable exemption, in the space below):

**Tax information (the parties promise this is correct as far as each party is aware)****Land tax** is adjustable☐ NO ☐ yes**GST:** Taxable supply☐ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO ☐ yes

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

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

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

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

## List of Documents

<p><b>General</b></p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> 1 property certificate for the land</li> <li><input checked="" type="checkbox"/> 2 plan of the land</li> <li><input type="checkbox"/> 3 unregistered plan of the land</li> <li><input type="checkbox"/> 4 plan of land to be subdivided</li> <li><input type="checkbox"/> 5 document that is to be lodged with a relevant plan</li> <li><input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979</li> <li><input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)</li> <li><input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)</li> <li><input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)</li> <li><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</li> <li><input type="checkbox"/> 11 <i>planning agreement</i></li> <li><input type="checkbox"/> 12 section 88G certificate (positive covenant)</li> <li><input type="checkbox"/> 13 survey report</li> <li><input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i></li> <li><input type="checkbox"/> 15 occupation certificate</li> <li><input type="checkbox"/> 16 lease (with every relevant memorandum or variation)</li> <li><input type="checkbox"/> 17 other document relevant to tenancies</li> <li><input type="checkbox"/> 18 licence benefiting the land</li> <li><input type="checkbox"/> 19 old system document</li> <li><input type="checkbox"/> 20 Crown purchase statement of account</li> <li><input type="checkbox"/> 21 building management statement</li> <li><input type="checkbox"/> 22 form of requisitions</li> <li><input type="checkbox"/> 23 <i>clearance certificate</i></li> <li><input type="checkbox"/> 24 land tax certificate</li> </ul> <p><b>Home Building Act 1989</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 25 insurance certificate</li> <li><input type="checkbox"/> 26 brochure or warning</li> <li><input type="checkbox"/> 27 evidence of alternative indemnity cover</li> </ul> <p><b>Swimming Pools Act 1992</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 28 certificate of compliance</li> <li><input type="checkbox"/> 29 evidence of registration</li> <li><input type="checkbox"/> 30 relevant occupation certificate</li> <li><input type="checkbox"/> 31 certificate of non-compliance</li> <li><input type="checkbox"/> 32 detailed reasons of non-compliance</li> </ul>	<p><b>Strata or community title (clause 23 of the contract)</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 33 property certificate for strata common property</li> <li><input type="checkbox"/> 34 plan creating strata common property</li> <li><input type="checkbox"/> 35 strata by-laws</li> <li><input type="checkbox"/> 36 strata development contract or statement</li> <li><input type="checkbox"/> 37 strata management statement</li> <li><input type="checkbox"/> 38 strata renewal proposal</li> <li><input type="checkbox"/> 39 strata renewal plan</li> <li><input type="checkbox"/> 40 leasehold strata - lease of lot and common property</li> <li><input type="checkbox"/> 41 property certificate for neighbourhood property</li> <li><input type="checkbox"/> 42 plan creating neighbourhood property</li> <li><input type="checkbox"/> 43 neighbourhood development contract</li> <li><input type="checkbox"/> 44 neighbourhood management statement</li> <li><input type="checkbox"/> 45 property certificate for precinct property</li> <li><input type="checkbox"/> 46 plan creating precinct property</li> <li><input type="checkbox"/> 47 precinct development contract</li> <li><input type="checkbox"/> 48 precinct management statement</li> <li><input type="checkbox"/> 49 property certificate for community property</li> <li><input type="checkbox"/> 50 plan creating community property</li> <li><input type="checkbox"/> 51 community development contract</li> <li><input type="checkbox"/> 52 community management statement</li> <li><input type="checkbox"/> 53 document disclosing a change of by-laws</li> <li><input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement</li> <li><input type="checkbox"/> 55 document disclosing a change in boundaries</li> <li><input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015</li> <li><input type="checkbox"/> 57 information certificate under Community Land Management Act 2021</li> <li><input type="checkbox"/> 58 disclosure statement - off the plan contract</li> <li><input type="checkbox"/> 59 other document relevant to the off the plan contract</li> </ul> <p><b>Other</b></p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> 60 Crown Land Search</li> <li><input checked="" type="checkbox"/> 61 NSW Water Register Bore Approvals 70WA607703 &amp; 70WA617369</li> </ul>
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**HOLDER OF STRATA OR COMMUNITY SCHEME RECORDS – Name, address, email address and telephone number**

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

### **Cooling off period (purchaser's rights)**

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

### **DISPUTES**

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

### **AUCTIONS**

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

**WARNINGS**

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i> ) named in a notice <i>served</i> by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> <li>• the issuer;</li> <li>• the expiry date (if any); and</li> <li>• the amount;</li> </ul>
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

## 2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
  - 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
  - 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
  - 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
  - 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

## 3 Deposit-bond

- 3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
  - 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
  - 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.

- 3.7 If the purchaser serves a replacement *deposit-bond*, the vendor must serve the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
- 3.9 The vendor must give the purchaser any original *deposit-bond* –
- 3.9.1 on completion; or
  - 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
  - 3.10.2 if the purchaser serves prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
  - 3.11.2 if the vendor serves prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
  - 4.1.2 a party serves a notice stating why the transaction is a *manual transaction*, in which case the parties do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 each party must –
    - bear equally any disbursements or fees; and
    - otherwise bear that party's own costs;
 incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
  - 4.2.2 if a party has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the parties, that amount must be adjusted under clause 14.
- 4.3 The parties must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
  - 4.3.2 using the nominated *ELN*, unless the parties otherwise agree. This clause 4.3.2 does not prevent a party using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A party must pay the fees and charges payable by that party to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must *within 7 days* of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The parties must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
  - 4.7.2 create and *populate* an *electronic transfer*;
  - 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
  - 4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 4.11 Before completion, the parties must ensure that –
- 4.11.1 all *electronic documents* which a party must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
  - 4.11.2 all certifications required by the *ECNL* are properly given; and
  - 4.11.3 they do everything else in the *Electronic Workspace* which that party must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the parties, a failure to complete this contract for that reason is not a default under this contract on the part of either party.

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

## 5 Requisitions

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

## 6 Error or misdescription

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

## 7 Claims by purchaser

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

## 8 Vendor's rights and obligations

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

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.
- 9 Purchaser's default**
- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.
- 10 Restrictions on rights of purchaser**
- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

**13 Goods and services tax (GST)**

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
  - 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
  - 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
  - 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
  - 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
    - if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
    - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
  - 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
  - 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
    - a breach of clause 13.7.1; or
    - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
  - 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
  - 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the vendor serves details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that service and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

**14 Adjustments**

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
  - the land was not subject to a special trust or owned by a non-concessional company; and
  - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

**15 Date for completion**

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

**16 Completion****• Vendor**

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

**• Purchaser**

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

**17 Possession**

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

**18 Possession before completion**

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
  - 18.2.2 make any change or structural alteration or addition to the *property*; or
  - 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
  - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
  - 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

**19 Rescission of contract**

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
  - 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
  - 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
  - 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
  - 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

**20 Miscellaneous**

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);
  - 20.6.2 served if it is served by the *party* or the *party's solicitor*;
  - 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
  - 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
  - 20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
  - 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person;
  - 20.6.7 served at the earliest time it is served, if it is served more than once; and
  - 20.6.8 served if it is provided to or by the *party's solicitor* or an authorised *Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
  - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
  - 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not **essential**.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.
- 23 Strata or community title**
- **Definitions and modifications**
- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
    - a registered or registrable change from by-laws set out in this contract;
    - a change from a development or management contract or statement set out in this contract; or
    - a change in the boundaries of common property;
  - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
  - 23.2.3 'contribution' includes an amount payable under a by-law;
  - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
  - 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
  - 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
  - 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
  - 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
  - 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
    - normal expenses;
    - due to fair wear and tear;
    - disclosed in this contract; or
    - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
  - 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
  - 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.
- 24 Tenancies**
- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within* 7 days after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

**26 Crown purchase money**

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.  
 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.  
 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.  
 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.

**27 Consent to transfer**

- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.  
 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.  
 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.  
 27.4 If consent is refused, either *party* can *rescind*.  
 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.  
 27.6 If consent is not given or refused –  
   27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or  
   27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.  
 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –  
   27.7.1 under a *planning agreement*; or  
   27.7.2 in the Western Division.  
 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.  
 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

**28 Unregistered plan**

- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.  
 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.  
 28.3 If the plan is not registered *within* that time and in that manner –  
   28.3.1 the purchaser can *rescind*; and  
   28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.  
 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.  
 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.  
 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

**29 Conditional contract**

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.  
 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.  
 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.  
 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.  
 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.  
 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* *serves* notice of the condition.  
 29.7 If the *parties* can lawfully complete without the event happening –  
   29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;  
   29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* *serves* notice of the refusal; and  
   29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –  
     • either *party* *serving* notice of the event happening;  
     • every *party* who has the benefit of the provision *serving* notice waiving the provision; or  
     • the end of the time for the event to happen.

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
  - 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
  - 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Manual transaction**
- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must serve the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must serve it.
- 30.4 If the purchaser serves a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
  - 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
  - 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
  - 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
  - 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
  - 30.12.3 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
  - 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
  - 30.13.3 serve evidence of receipt of payment of the *FRCGW remittance*.
- 31 Foreign Resident Capital Gains Withholding**
- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
  - 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that service and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

**32 Residential off the plan contract**

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.

283 Garra Road, Molong 2866

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

**VENDOR: PERRY DAVID EDWIN TRETHOWAN AND BRONWYN MARY TRETHOWAN**

**PROPERTY: 283 GARRA ROAD, MOLONG**

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**33. Amendments to the standard form Contract for the sale and purchase of land – 2022 Edition**

33.1 Clause 7.1.1 is deleted.

33.2 Clause 8.1.1 is amended by deleting the words “on reasonable grounds”.

33.3 Clause 8.1.2 is amended by deleting the words “and those grounds”.

33.4 Clause 29 is deleted.

**34. Agent**

34.1 The purchaser warrants that they were not introduced to the *property* by any agent other than the agent and/or co-agent (if applicable) referred to in this Contract and that no other agent is the effective cause of this sale. If the purchaser is in breach of this warranty the purchaser will indemnify the vendor against any claim, action, demand or suit by any other agent(s) arising out of this sale.

34.2 If no agent is referred to in this Contract and if any claim, demand, suit, proceeding or action is made or taken by any agent against the vendor for any commission in respect of this sale then the purchaser will indemnify the vendor in this respect.

**35. Provision of death, bankruptcy etc.**

35.1 Without in any manner negating, limiting or restricting any rights or remedies which would have been available to either *party* at law or in equity had this clause not been included should either *party* or if more than one any of them prior to completion:-

(a) die or become mentally ill then either *party* may *rescind* this contract by notice in writing forwarded to the *solicitor* named as the other *party's* *solicitor* in this contract and the provisions of clause 19 shall then apply.

(b) become bankrupt or have a petition presented seeking their bankruptcy or being a company resolve to go into liquidation (voluntary or otherwise) or has a petition for the winding up of the purchaser presented or become subject to external administration then the purchaser shall be deemed to be in default of this contract.

35.2 Clause 35.1 will not apply if:

- 35.2.1 the vendor is comprised of more than one person being joint tenants of the *property* and one of the joint tenants dies prior to completion; and
- 35.2.2 the surviving joint tenant registers a Notice of Death at NSW Land Registry Services to become the proprietor of the interest of the deceased joint tenant allowing settlement to proceed within 14 days of the issue of the Title Search showing the surviving joint tenant as registered proprietor.

## 36. Defects

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

- (i) the fences are not actually on the correct boundary lines.
- (ii) the fences are the subject of any agreement or order of any Land Board or Court or other competent authority relating to give and take fences.
- (iii) of the ownership of the fences.
- (iv) any insufficiency of fencing.
- (v) any roads or reservations of roads traversing the *property*.
- (vi) gates have been erected across a road or roads traversing the *property*.
- (vii) the vendor does not hold a permit or authority to enclose roads with the boundaries of the *property*.
- (viii) the vendor does not hold a permit or authority to carry rabbit-proof or other fencing across any road dividing or adjoining the *property*.
- (ix) of the existence of roads not disclosed by the particulars.
- (x) in the event that any dam has been constructed on any critical water course passing through the *property* without authority, or that there are any contraventions of the *Water Act* or *Regulations*.
- (xi) the vendor does not hold any licence, permit or authority for bores, pumps, dams, levy banks or any other works to which the *Water Act* extends.
- (xii) there is any contravention of the *Rural Workers' Accommodation Act* or *Local Government Act* or *Ordinances* or *Regulations*.

- (xiii) there are any defects in or repairs necessary to any buildings or fence or bore, bore drain or dam on the *property*.
- (xiv) there exists now or prior to completion any authority to enter application, permit, lease, or other right under any Act relating to gas, coal, minerals, or petroleum.
- (xv) there is a contravention of, or notice issued under or charge existing pursuant to the *Local Land Services Act 2013* or Regulations.
- (xvi) there are noxious weeds, animals or insects on the *property* or there are any charges or notices owing to or issued by any authority relating to the destruction of noxious animals or insects or relating to the clearing or reduction of any noxious weeds or prickly pear on the *property*.
- (xvii) any telephone line or lines whether the property of Telstra or not or any electric power lines and posts and fixtures and fittings thereof are erected on or pass over or through the *property* or there is any road, right of way or other easement or the want of any easement whatsoever.
- (xviii) a quarantine has been imposed or declared on the *property* or the stock grazing on it pursuant to the *Stock Diseases Act 1923* or the *Regulations* or a detention notice issued, or stock declared to be residue affected pursuant to the *Stock (Chemical Residues) Act 1975* or the Regulations;
- (xix) there may be contamination from diesel, petrol or other poisonous substance stored on the *property*.

36.2 The purchaser will take the *property* with the boundary and internal fences and any other improvements, if any, in their present condition and repair.

36.3 The vendor does not guarantee or warrant the agricultural capacity of the *property*.

36.4 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* if it is found that the vendor does not hold a licence under the *Water Act 1912* for any dams, wells or bores sunk on the *property*.

36.5 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of any severance of any of the lands sold by roads, creeks, rivers other holdings or otherwise or the rights (if any) acquired by any person or company over the *property* or any part of the *property* under the Mining Acts of New South Wales, nor in respect of any mining leases or authorities to enter exploration licences and any application for any leases, authorities to enter into or licences affecting the *property*.

### 37. Completion

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

### 38. Delay

- 38.1 If any monies payable by the purchaser under this Contract are not paid on the Completion date the purchaser shall on completion and in addition to the purchase price pay to the vendor interest on the balance of the purchase price at the rate of ten per cent (10%) per annum calculated from the date for completion until the date of actual completion PROVIDED THAT if at the date for completion the vendor is in default of any of their obligations pursuant to this Contract then interest will only accrue from the date that the vendor has complied with all such obligations.
- 38.2 Any interest will be a liquidated debt due to the vendor and be immediately recoverable by them in any Court of appropriate jurisdiction together with all costs and expenses of the vendor relating to such enforcement and collection of payment. The *parties* agree that such amount is a genuine pre-estimate of the vendor's loss of interest for the purchase money and liability for rates and outgoings.

### 39. Finance

The purchaser warrants to the vendor that they:

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

and the purchaser acknowledges that as a result of making this disclosure the purchaser cannot *terminate* this Contract pursuant to the *Consumer Credit (New South Wales) Code*.

#### **40. Company**

- 40.1 If the purchaser purports to be a company, each of the persons who have signed this Contract on behalf of the company warrant that the company has been incorporated and they shall be personally liable under this Contract both jointly and severally as if they had been named as purchaser.
- 40.2 In the event that the company fails for any reason to complete this purchase the persons who have signed this Contract on behalf of the company guarantee the due performance of the company in relation to its obligations pursuant to this Contract in every respect as if they had personally entered into this Contract themselves.

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

- 41.1 The vendor discloses that the sewer is not available to the *property* and accordingly no diagrams are available from the responsible authority in the ordinary course of its administration that purport to show the following:
- (a) the location of any sewer lines on the land upstream of the point of connection to the authority's sewer main (including the point of connection),
  - (b) the location of the authority's sewerage infrastructure for the *property* downstream of the point of connection to the authority's sewer main (including the point of connection).
- 41.2 The purchaser may not make any objection, *requisition*, or claim for compensation or *rescind* or *terminate* or delay completion of this contract because of the vendor's inability to attach any such diagrams to this contract.

#### **42. Septic System**

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

#### **43. Areas**

Any land areas stated in this contract are taken from the title documents and for convenience only. The vendor makes no warranty or condition as to the actual area of the *property* and the purchaser acknowledges to be satisfied from the purchaser's own independent enquiries (prior to the Contract date) as to the area of the *property* and the purchaser shall make no objection, *requisition*, or claim for compensation in relation to such land areas.

#### **44. Passing of Risk**

- 44.1 The Contract date is the date of passing of risk pursuant to Section 66K of the *Conveyancing Act, 1919* as amended except for any dwelling-house as defined by Section 66O of that Act.
- 44.2 In relation to any part or parts of the *property* which comprise a dwelling-house within the meaning of Section 66O of the said Act the *parties* agree pursuant to Section 66K of the said Act that the risk in respect of damage to such part or parts of the *property* shall pass to the purchaser on the date for completion or upon the purchaser entering into or being entitled to enter into possession of such part or parts of the *property*, whichever occurs first.
- 44.3 In the event that pending completion any part or parts of the *property* comprising a dwelling-house within the meaning of Section 66O of the said Act are damaged (whether substantially or otherwise) and the risk in respect of such part or parts of the *property* has not passed to the purchaser then the vendor shall be entitled by notice in writing to the purchaser prior to completion to *rescind* this Contract.

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

- 45.1 Subject to Section 52A(2)(b) of the *Conveyancing Act, 1919*, the *Regulations* and to the *Conveyancing (Sale of Land) Regulation 2022*, the purchaser acknowledges that the provisions of this Contract constitute the full and complete contract between the *parties* and that there is no other understanding, agreement, warranty or representation whether expressed or implied in any way extending, defining or otherwise relation to the provisions of this contract or binding on the *parties* with respect to any of the matters to which this Contract relates.
- 45.2 Without affecting or limiting the generality of the foregoing, the purchaser acknowledges that it has not in any way relied upon any representation, fact, statement, or implication of any kind set out in or arising from the sale information material provided by the vendors agent.

#### **46. Obsolete equipment etc.**

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

## **47. Environmental provisions**

47.1 The purchaser expressly acknowledges as follows:

- (a) The purchaser has entered into this contract for the purchase of the *property* in reliance on:
  - (i) the purchaser's own environmental audit and assessment of any contamination on the *property*.
  - (ii) the advices of the purchaser's own consultants in relation to the extent of any contamination on the *property*.
  - (iii) the purchaser's own judgment.
- (b) The purchaser has not relied on any statement, representation, information (whether verbal or written or in any other document) in respect of the presence of any toxic or hazardous substance, gas, liquid or material, any waste or discharge, or pollutant ("Contaminant") in or upon the *property* or any water flowing through, over or under the *property* or otherwise made or given by the vendor or on the vendor's behalf and the purchaser has not been induced or influenced in any way by any such statement, representation or information to acquire title to the *property*;
- (c) That no warranties have been given by or on behalf of the vendor or are to be implied as to the presence or extent of any Contaminant in or upon the *property*.

47.2 The purchaser expressly agrees that the provisions of this additional clause 47 shall not merge on completion of the sale of the *property* but shall continue for the benefit of the vendor.

## **48. Conflict**

If there is any conflict between these Additional Clauses and the clauses in the attached Contract for the sale and purchase of land 2022 edition, then these Additional Clauses shall prevail.



FOLIO: 484/711419

SEARCH DATE	TIME	EDITION NO	DATE
16/3/2023	5:05 PM	5	2/9/2018

LAND

LOT 484 IN DEPOSITED PLAN 711419  
AT GARRA  
LOCAL GOVERNMENT AREA CABONNE  
PARISH OF BELL COUNTY OF ASHBURNHAM  
TITLE DIAGRAM DP711419

FIRST SCHEDULE

PERRY DAVID EDWIN TRETHOWAN  
BRONWYN MARY TRETHOWAN  
AS JOINT TENANTS

(T Z788068)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO MINE WITHIN PORTIONS 137 & 138 CROWN GRANT(S)
- 3 W513886 EASEMENT FOR WATER SUPPLY APPURTENANT TO THE LAND WITHIN DESCRIBED AFFECTING THE PART OF THE LAND SHOWN AS "EASEMENT FOR WATER SUPPLY 6 WIDE" IN DP711419
- 4 Z788069 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

[illegible]

NEW SOUTH WALES DEPARTMENT OF FINANCE STAMP DUTY		TRANSFER GRANTING EASEMENT REAL PROPERTY ACT, 1900 (See Instructions for Completion on back of form)		WS13886 TG \$ 35.00 f2/2	
SERVIENT TENEMENT (Land burdened) Torrens Title Reference		DOMINANT TENEMENT (Land benefited) Torrens Title Reference			
DESCRIPTION OF LAND Note (a)		CERTIFICATE OF TITLE Folio Identifier 484/711419 485/711419			
TRANSFEROR (registered proprietor of servient tenement) Note (b)		BRUCE WILLIAM TAYLOR of "Kuppi Kundi", Gumble Road, Manildra, Salesman, and LYN DOROTHY TAYLOR of the same address, his wife			
Note (c)		(the abovenamed TRANSFEROR) hereby acknowledges receipt of the consideration of \$ 1.00 and TRANSFERS and GRANTS an Easement for Water Supply, 6 wide, the terms of which are set out on the annexure hereto, and the site of which Easement is shown on Deposited Plan 711419 as "Easement for Water Supply 6 wide"		OFFICE USE ONLY over	
TRANSFeree (registered proprietor of dominant tenement) Note (b)		out of the servient tenement and appurtenant to the dominant tenement to the TRANSFeree RONALD CLIVE MOXON of "Glenrowan", Gumble Road, Molong, Horse Breeder, and HILDA HAZEL MOXON of the same address, his wife			
PRIOR ENCUMBRANCES Note (d)		subject to the following PRIOR ENCUMBRANCES: 1. _____ 2. _____ 3. _____			
EXECUTION Note (e)		DATE OF TRANSFER 22 <sup>nd</sup> June 1986 We hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900. Signed in my presence by the transferor who is personally known to me PETER JAMES AWOKEN Name of Witness (BLOCK LETTERS) NEWS EDITOR Address and occupation of Witness 'Centara' 4/101 Flat 401 Molong Signed in my presence by the transferee who is personally known to me JOHN BUTLER KENNY Name of Witness (BLOCK LETTERS) 68 SUMMER STREET, ORANGE Address and occupation of Witness SOLICITOR B.W. Taylor Signature of Transferor H. Moxon Signature of Transferee R.C. Moxon Signature of Transferee			
TO BE COMPLETED BY LODGING PARTY Notes (f) and (g)		LODGED BY LEED HANCOCK & TURNER SOLICITORS DUNCE STREET, P.O. BOX 2321, 33 39J Delivery Box Number		LOCATION OF DOCUMENTS CT OTHER 3/1 Herewith In R.O. with Produced by	
OFFICE USE ONLY		Extra Fee Checked by Enr REGISTERED -19 Registrar General			

AP 135

# INSTRUCTIONS FOR COMPLETION

This dealing should be marked by the Commissioner of Stamp Duties before lodgment at the Registrar General's Office.

Typewriting and handwriting should be clear, legible and in permanent black non-copying ink.

Alterations are not to be made by erasure; the words rejected are to be ruled through and initialed by the parties to the dealing.

If this space provided is insufficient, additional sheets of the same size and quality of paper and having the same margins as this form should be used. Each additional sheet must be identified as an annexure and signed by the parties and the attesting witnesses.

Registered mortgages, charges and leases of the servient tenement should consent to the grant of easement; otherwise, the mortgage, charge or lease should be noted in the memorandum of prior encumbrances.

Rule up all blanks.

The following instructions relate to the side notes on the form.

- (a) Description of land. **TORRENS TITLE REFERENCE**—Insert the current Folio Identifiers or Volume and Folios of the Certificates of Title/Crown Grants for both the dominant and servient tenements, e.g., 435/SP12345 or Vol. 8514 Fol. 126.
- (b) Show the full name, address and occupation or description.
- (c) State the nature of the easement (see, e.g., section 181A of the Conveyancing Act, 1919), and accurately describe the site of the easement. The transfer and grant must comply with section 88 of the Conveyancing Act, 1919.
- (d) In the memorandum of prior encumbrances state only the registered number of any mortgage, lease or charge (except where the consent of the mortgagee, lessee or chargee is furnished), and of any writ recorded in the Register.
- (e) Execution.

## GENERALLY

(1) Should there be insufficient space for the execution of this dealing, use an annexure sheet.

(2) The certificate of correctness under the Real Property Act, 1900 must be signed by all parties to the transfer, each party to execute the dealing in the presence of an adult witness, not being a party to the dealing, to whom he is personally known.

The solicitor for the transferee may sign the certificate on behalf of the transferee, the solicitor's name (not that of his firm) to be typewritten or printed adjacent to his signature. Any person falsely or negligently certifying is liable to the penalties provided by section 117 of the Real Property Act, 1900.

## ATTORNEY

(3) If the transfer is executed by an attorney for the transferee pursuant to a registered power of attorney, the form of attestation must set out the full name of the attorney, and the form of attestation must indicate the source of his authority, e.g., "AS by his attorney for receiver or delegate, as the case may be) X/T pursuant to power of attorney registered Book No. and I declare that I have no notice of the revocation of the said power of attorney".

## AUTHORITY

(4) If the transfer is executed pursuant to an authority (other than specified in (3)), the form of execution must indicate the statutory, judicial or other authority pursuant to which the transfer has been executed.

## CORPORATION

(5) If the transfer is executed by a corporation under seal, the form of execution should include a statement that the seal has been properly affixed, e.g., in accordance with the Articles of Association of the corporation. Each person attesting the affixing of the seal must state his position (e.g., director, secretary) in the corporation.

(f) Insert the name, postal address, Document Exchange reference, telephone number, and delivery box number of the lodging party.

(g) The lodging party is to complete the LOCATION OF DOCUMENTS panel. Place a tick in the appropriate box to indicate the whereabouts of the Certificate of Title. Use, in an abbreviated form, other documents lodged, e.g., stat. dec. for statutory declaration, proba for probate, LJA for letters of administration.

## OFFICE USE ONLY

DIRECTION: PROP No. OF NAMES		FIRST SCHEDULE DIRECTIONS			
(A)	FOLIO IDENTIFIER	(B) No.	(C) SHARE	(D) 1	(E) NAME AND DESCRIPTION
SECOND SCHEDULE & OTHER DIRECTIONS					
(F)	FOLIO IDENTIFIER FOR RECD. DEALING & FOLIO IDENTIFIER	(G) DIRECTION	(H) NOTN TYPE	(I) DEALING NUMBER	(K) DETAILS
	405/711419	ON	EA		Easement for water supply affecting the part of the land within described shown as "easement for water supply 6wide in DP 711419.
	484/711419	ON	EA		Easement for water supply appurtenant to the land within described affecting the part of the land shown as "easement for water supply 6wide" in DP 711419.
		CT		LP.	

ANNEXURE TO TRANSFER GRANTING EASEMENT BETWEEN BRUCE WILLIAM TAYLOR AND LYN DOROTHY TAYLOR (TRANSFEROR) AND RONALD CLIVE MOXON AND HILDA HAZEL MOXON (TRANSFEREE)

Full free and exclusive right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment and every person authorised by him from time to time and at all times but only whilst Ronald Clive Moxon and Hilda Hazel Moxon or either of them have an estate or interest as a registered proprietor of the land hereby benefited by means of pump and pipes to take water in any quantities for domestic (including garden) and stock watering purposes from a spring fed water supply in existence upon the servient tenement, the site of which easement is shown on Deposited Plan 711419 as "Easement for Water Supply 6 wide" together with the right to use for the purposes of the easement any pump motor electricity connection and line of pipes already placed or laid within the servient tenement for the purpose of taking water from the said spring fed water supply or any pump motor electricity connection or pipe or pipes in replacement or in substitution therefor and where no such pump motor electricity connection or line of pipes exists to install a pump motor and electricity connection and to lay place and maintain a line of pipes of sufficient internal diameter beneath or upon the surface of the servient tenement and together with the right for every person who is at any time entitled to an estate or interest in the land herein indicated as the dominant tenement or any part thereof with which right shall be capable of enjoyment and every person authorised by him with any tools implements or machinery necessary for the purpose to enter upon the servient tenement and to remain there for any reasonable time for the purpose of installing, laying, inspecting, cleansing, testing, repairing, maintaining or renewing such pump motor electricity connection pipeline or any part to such extent as may be necessary provided that all reasonable precautions will be taken to ensure as little disturbance as possible to the surface of the land and that the surface of the land will be restored as nearly as practicable to its original condition and the person or corporation having the right to release vary or modify the within easement shall be the registered proprietor of the dominant tenement and the person whose consent to such release variation or modification is stipulated for is the registered proprietor of the servient tenement.

Bruce Taylor  
Lyn Taylor  
Ronald Clive Moxon  
Hilda Hazel Moxon  
Denny

to Moz. 27.  
A. L. Morrison

SENIOR of DEAN-GLE  
Qualification of Witness

Kristina



FOLIO: 953/844263

SEARCH DATE	TIME	EDITION NO	DATE
16/3/2023	5:08 PM	3	3/6/2014

LAND

LOT 953 IN DEPOSITED PLAN 844263  
AT GARRA  
LOCAL GOVERNMENT AREA CABONNE  
PARISH OF BELL COUNTY OF ASHBURNHAM  
TITLE DIAGRAM DP844263

FIRST SCHEDULE

PERRY DAVID EDWIN TRETHOWAN  
BRONWYN MARY TRETHOWAN  
AS JOINT TENANTS (CN AI629367)

SECOND SCHEDULE (3 NOTIFICATIONS)



- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO MINE AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM - SEE CROWN GRANT(S)
- 3 DP844263 RESTRICTION(S) ON THE USE OF LAND

NOTATIONS

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

UNREGISTERED DEALINGS: NIL

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

DP	84-11-1000	Registered  4-11-1974	CA: ND4 94/10 of 4-10-1974	This System: <b>TORRENS</b>	Project: <b>SUBDIVISION</b>	Ref Map: <b>PATISH #</b>	Last Part: <b>D.P. 71419</b>	PLAN or SUBDIVISION OF LOT 405 DR 71419	Lengths in feet or meters. Reduction Ratio: 1:5000	Map City Location: Town: County:	<b>CARBONNE</b>  <b>GARRA</b>  <b>BELL</b>  <b>ASHBURNHAM</b>	This is sheet 1 of my Subdivision (Number of Subdivisions)	<b>1 JOHN CLIFFORD DUMRELL of CARPENTER, DUMRELL &amp; CO of D. X. 503, CHICAGO, ILL.</b> a surveyor registered in the State of Illinois has made a subdivision of the land in a certain and has made a plat of the same in accordance with the laws of the State of Illinois and has caused the same to be recorded in the office of the County Clerk of the County of Carb. May, 1934.	Signature of Surveyor  Date of Survey <b>May 1934</b> Name and Address of Agent Agent's Name of Survey <b>D.P. 7501146</b>	Form used in preparation of survey/compilation <b>D.P. 70146</b> <b>POM 195</b>	PANEL FOR USE ONLY for statements of invention to dedicate public road or to create public reserve, change reserve, easement, or other interest in land. This panel is to be filled in on the use of and in relation to conveyances.	PURSUANT TO SECTION 54A OF THE CONVEYANCE ACT 1919-1964 IT IS INTENDED TO CREATE: 1) RESTRICTION AS TO USER.	1 2 3 4 5 6 7 8 9 N E S W	1 2 3 4 5 6 7 8 9 N E S W
----	------------	--	----------------------------	-----------------------------	-----------------------------	--------------------------	------------------------------	--	--	--	---	---	---	--	---	---	--	---	---

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

Lengths are in metres

SHEET 1 OF 2

**Plan** **DP 844263** **ART 1**  
Subdivision of Lot 485 D.P. 711419  
Council's Cert no. 94/10 of 4-10-94  
**Full name and address of the registered proprietor of the land** **BRUCE WILLIAM TAYLOR  
LYNN DOROTHY TAYLOR  
GUMBLE ROAD, MOLONG 2866**  
**Full name and address of Mortgagee** **ST. GEORGE BANK LIMITED  
SUMMER STREET, ORANGE**

1. Identity of Easement referred to in abovementioned Plan. **RESTRICTION AS TO USER**

**Schedule of Lots affected**

**Lot Burdened**  
953

**Authority Benefited**  
Cabonne Shire Council

**PART 2**

**Terms of Restriction as to User referred to in abovementioned plan**

A) No dwelling house, cottage or other erection or construction for the purpose of or capable of use as residential purposes premises or residential use shall be erected, maintained, or allowed to remain upon the land hereby burdened.

B) No person shall dwell or remain in any dwelling house, cottage or other erection or construction for the purposes of or capable for use as residential premises or residential use upon the land hereby burdened.

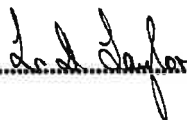
Signed in my presence by  
**BRUCE WILLIAM TAYLOR**  
who is personally known to me

  
.....

Signature of Witness **John C. Carpenter**  
.....  
Name of Witness (Block Letters) **Orange**

Qualification of Witness

Signed in my presence by  
**LYNN DOROTHY TAYLOR**  
who is personally known to me

  
.....

Signature of Witness **John C. Carpenter**  
.....  
Name of Witness (Block Letters) **Orange**

Qualification of Witness



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

Lengths are in metres

SHEET 2 OF 2

Plan D.P. 844263

Subdivision of Lot 485 D.P. 711419

Councils cert. no. 94/10 of 4.10.94

Signed in my presence by the Mortgagees Attorneys  
who are personally known to me.

Signature

P. WOOD

Line of Witness

Address of Witness: 4-16 Montgomery Street,  
Kogarah

St. George Bank Limited A.C.N. 055 513 070  
by its Attorneys under Power of Attorney

Registered Number 559 Book 3876

Signature

Signature

Name  
B. D. BALL  
Title  
MANAGER

Name  
K. White  
Title  
SUPERVISOR

REGISTERED

11.11.1990

*Handwritten signature*



FOLIO: 49/750133

SEARCH DATE	TIME	EDITION NO	DATE
16/3/2023	5:07 PM	2	2/9/2018

LAND

LOT 49 IN DEPOSITED PLAN 750133  
LOCAL GOVERNMENT AREA CABONNE  
PARISH OF BELL COUNTY OF ASHBURNHAM  
(FORMERLY KNOWN AS PORTION 49)  
TITLE DIAGRAM CROWN PLAN 4947.1770

FIRST SCHEDULE

PERRY DAVID EDWIN TRETHOWAN  
BRONWYN MARY TRETHOWAN  
AS JOINT TENANTS (T Z788068)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 LAND EXCLUDES THE ROAD(S) SHOWN IN THE TITLE DIAGRAM
- 3 Q111856 LAND ABOVE DESCRIBED IS PUBLIC ROAD PART BEING LOT 2 IN DP253221
- 4 Z788069 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

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

UNREGISTERED DEALINGS: NIL

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



112 Division

Resumed Area No.

Pastoral Holding

# PLAN OF PORTION 49

as amended

County of Ashburnham Parish of Bell

LAND DISTRICT OF MOLONG

LAND BOARD DISTRICT OF ORANGE

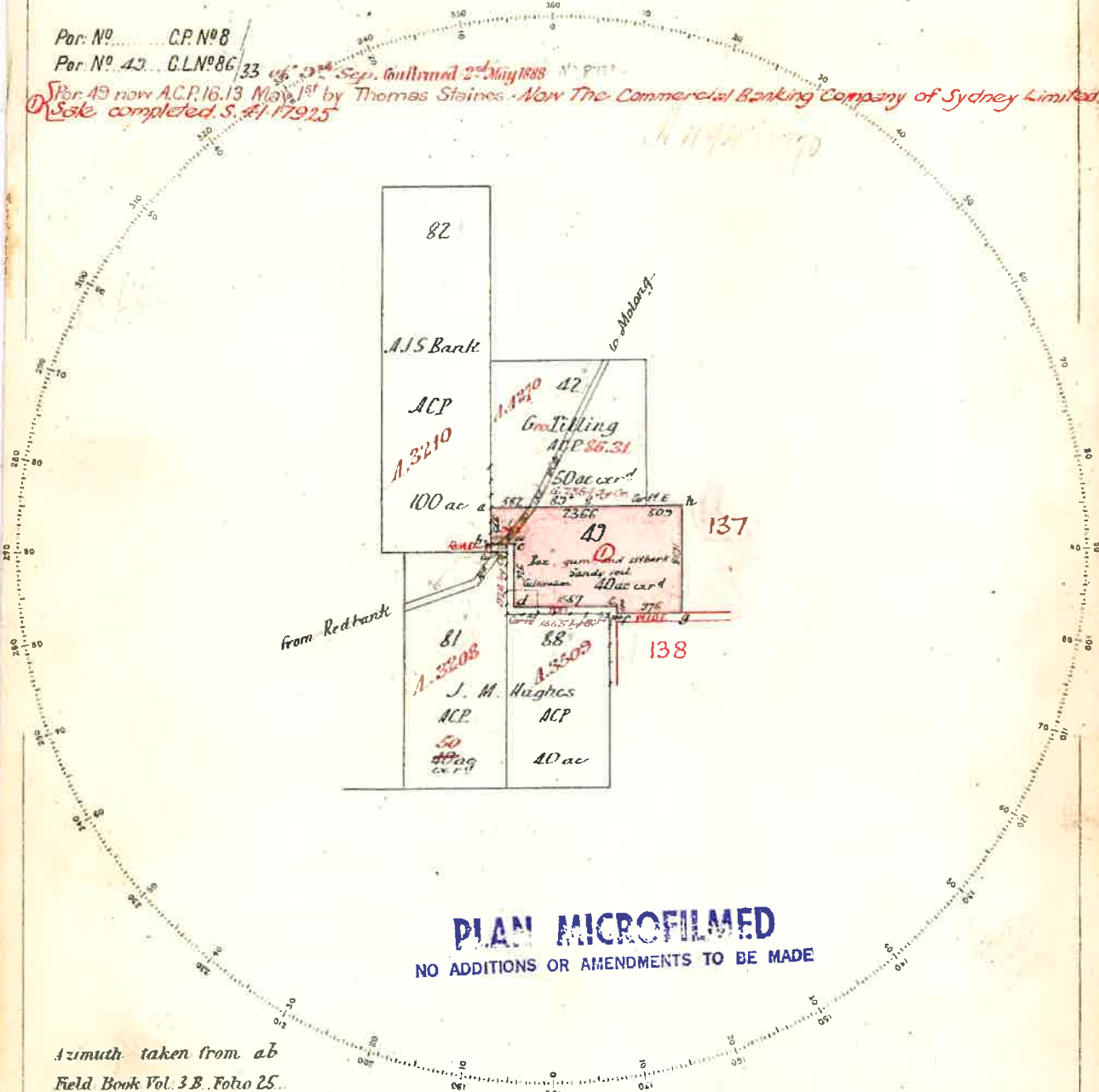
Applied for under the 48<sup>th</sup> Section of the Crown Lands Act of 1884 by George Tilling



Par. No. CP No. 8

Par. No. 42 CLN No. 86

33 of 2<sup>nd</sup> Sep. Bullined 2<sup>nd</sup> May 1888  
 For 49 now A.C.P. 16.13 May 1<sup>st</sup> by Thomas Staines - Now The Commercial Banking Company of Sydney Limited.  
 On Sale completed S. #17925



**PLAN MICROFILMED**

NO ADDITIONS OR AMENDMENTS TO BE MADE

Azimuth taken from ab  
 Field Book Vol. 3 B. Folio 25

Reference to Corners

Cornor	Bearing	From	Link	3 <sup>rd</sup> on Trce
a	Stake			42.43
b	do			43
c	35° 15'	Box	53	-
d	Stake			-
e	515° 10'	Gum	45	-
f	202° 40'	-	75	-
g	16° 20'	SP bark	10	-
h	175° 25'	Gum	19	-

Reference to Traverse

Line	Bearing	Distance
1	33° 23'	718

I hereby certify that in person made and on the 8<sup>th</sup> Dec<sup>r</sup> 1887 I completed the survey represented on this plan, on which are written the bearings and lengths of the lines measured by me, and I declare that the survey has been executed in accordance with the regulations published for the guidance of Licensed Surveyors and the practice of the Surveyor General's Department.

*George Tilling*

Licensed Surveyor

Transmitted to the District Surveyor with my letter of 31<sup>st</sup> December 1887-92

Voucher No. Passed - Staff -

Calculation Book No. 311 Folio No. 86

Checked and Charted A. F. Denton 25<sup>th</sup> Feb. 88

Examined. *Thomas Staines* 10<sup>th</sup> March 1888

Plan approved. 12 March 1888

*M. Conolly* District Surveyor

Situated in the  
 Value of Improvements Clearing £3

Scale 20 Chains to an Inch

4947-1770

4947-1770

O.H.M.S.

77 FEB

Crown Instrument not liable to Registration fee.

VEYANCING ACT, 1919-1930  
REAL PROPERTY ACT, 1900

for the Under Secretary for Lands

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

OHMS

I, James Aubrey Yarra,

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 seventeenth day of December, one thousand nine hundred and ~~sixty~~ seventy-six, 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, James Aubrey Yarra

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 the Minister for Lands in writing under Seal to sign all certificates of this character on behalf of the said Minister for Lands, and that I have received no notice or information of the revocation of such appointment.

SCHEDULE

Portion	Parish	County	Part or Whole	Volume	Folio
	Duckmaloi	Westmoreland	Part	5213	204
	South Gulgo	Gipps	do.	10008	209
	and South		do.	10008	210
	Condobolin		do.	4844	16
	Bell	Ashburnham	do.	5197	107
	Bell	Ashburnham	do.	7306	178
	Bell	Ashburnham	do.	5527	146
	Newry	Raleigh	do.	13108	237
	Childowla	Harden	do.	8421	57
	Bringelly	Cumberland	do.	12445	49
	Bringelly	Cumberland	do.	10975	185
	Bringelly	Cumberland	do.	8093	25

Dated this ninth day of February, in the year of Our Lord  
one thousand nine hundred and ~~sixty~~ seventy-seven.

SIGNED by the said James Aubrey Yarra

in the presence of

THE REGISTRAR GENERAL,  
SYDNEY.

Should read Vol 13354 Fol 177/8.

(4266) Sydney, 17th December, 1976.  
NOTIFICATION UNDER THE PUBLIC ROADS ACT, 1902,  
OF RESUMPTIONS AND WITHDRAWALS OF LANDS  
FOR ROADS; RESUMPTIONS AND WITHDRAWALS  
OF SEVERED LANDS; OF DECLARATION OF  
ROADS TO BE PUBLIC ROADS; AND OF CLOSING  
OF ROADS

IN pursuance of the provisions of the Public Roads Act, 1902,  
the lands hereunder described, are resumed or withdrawn for  
road; such roads and the additional roads particularized here-  
under are hereby declared to be public roads and dedicated to  
the public accordingly (except where otherwise stated); the  
lands hereunder described are resumed or withdrawn as  
severed lands; and the roads specified are hereby closed.

W. F. CRABTREE, Minister for Lands.

Descriptions

*Parish Duckmaloi, County Westmoreland, Land District  
Lithgow, Shire Oberon*

Deviation of road within portion 135, D.P. 252699 (R.  
35738-1603a). Rds 72-246.

Lands resumed for road: Lot 1.

Titles affected and areas resumed: C.G. 5213-204 (2.812  
hectares).

Road closed: Lot 2.

NOTE: The lands resumed for road are not declared to be  
public road.

*Parishes South Gulgo and South Condobolin, County Gipps,  
Land District Condobolin, Shire Lachlan*

Deviation of part Main Road No. 230 from Eubalong to  
Condobolin, D.P. 253245 (R. 35795-1603). (Council's  
reference: 34 4; D.M.R. reference: 251.1255.) Rds 75-994.

Lands resumed for road: Lots 2 to 5.

Titles affected and areas resumed: C.T. 10008-209 (2.141  
hectares); C.T. 10008-210 (9 855 square metres); and C.T.  
4844-16 (6.123 hectares).

Land withdrawn for road: Lot 1.

Reserve affected and area withdrawn: Camping Reserve  
8113, notified 22nd December, 1888 (1 420 square metres).

Road closed: Lot 6.

Additional road dedicated: Lot 7.

*Parish Bell, County Ashburnham, Land District and Shire  
Molong*

Widening of road within portions 81, 82, 49, 42, 23, 24  
and 175, D.P. 253221 (R. 35538-1603a) and D.P. 253220 (R.  
35539-1603a). (Council's reference: R/156.) Rds 76-323.

Lands resumed for road: Lots 1 and 2, D.P. 253221; and  
lots 1 to 4, D.P. 253220.

Titles affected and areas resumed: C.T. 5197-107 (4 490  
square metres); C.G. 7306-178 (515 square metres); C.T.  
5527-146 (3 967 square metres); Conditional Lease 6489 (lot

3) (7 300 square metres); Settlement Purchase 37-1 (lot 4)  
(8 797 square metres).

Lands resumed as severed land: Lots 6 and 7, D.P. 253220.

Titles affected and areas resumed: Conditional Lease 6489  
(lot 6) (35 square metres); Settlement Purchase 37-1 (lot 7)  
(100 square metres).

Closed roads: Lots 3 and 4, D.P. 253221; and lot 5, D.P.  
253220.

Additional road dedicated: Lot 5, D.P. 253221.

*Parish Newry, County Raleigh, Land District Bellingen, Shire  
Bellingen*

Deviation of part of Snapper Beach Road within portion 9,  
D.P. 253259 (R. 35652-1603). (Council's reference: R. 1-102.)  
Rds 76-633.

Lands resumed for road: Lot 1.

Titles affected and area resumed: C.T. 13108-237 (405  
square metres).

Roads closed: Lot 2.

NOTE: Dedication is limited to the surface and to a depth of  
20 metres below the surface.

*Parish Childowla, County Harden, Land District Boorowa,  
Shire Goodradigbee*

Opening of road within portion 69, D.P. 252974 (R. 35831-  
1603a). (Council's reference: 70/4.) Rds 76-768.

Land resumed for road: Lots 1, 2 and 3.

Titles affected and areas resumed: C.T., vol. 8421, fol. 57  
(4.87 hectares).

Roads closed: Lots 4, 5 and 6.

NOTE: Land resumed for road is not declared to be public  
road.

*Parish Bringelly, County Cumberland, Land District  
Metropolitan, City Liverpool*

Road opening within portion 30, D.P. 253244 (R. 35720-  
1603a). (Council's reference: E11.13080/1.) Rds 76-845.

Lands resumed for road: Lots 1 to 3.

Titles affected and areas resumed: C.T. 12445-49 (630  
square metres); C.T. 10975-185 (196 square metres); and C.T.  
8093-25 (4 square metres).

NOTE: Dedication is limited to the surface and a depth of  
20 metres below the surface.

*Parish Derrinall, County Dampier, Land District Roze, Shire  
Mumbulla*

Deviation and widening of road within portions 155, 289,  
169, 187, 41, 244 and 245, D.P. 253078 (R. 35726-1603).  
(Council's reference: 13.06/2; D.M.R. reference: 298.517;  
Forestry Commission reference: 43988 (Estates).) Rds 76-  
875.

Lands resumed for road: Lots 1 to 10.

Now C.T. Vol. 13254 Fols. 177 & 178 Amended in R.G.O. 29.3.77.

*Titles affected and areas resumed: H.S. 62-2 (Homestead Grant 10929-150), lot 1 (4 002 square metres); Bermagui State Forest No. 142, No. 10 Extension, dedicated 27th June, 1975, lot 2 (9 486 square metres); C.T. 7344-132 (1 886 square metres); C.G. 10631-188 (2 762 hectares); C.G. 4842-125 (23 square metres); C.G. 5728-58 (2 195 square metres); and C.T. 11914-82 (5 148 square metres).*

*Roads closed: Lots 11 to 15.*

*Additional roads dedicated: Lots 16 to 18.*

*NOTE: Dedication is limited to the surface and to a depth of 20 metres below the surface.*

*Parish and Shire Ulmarra, County Clarence, Land District Grafton*

*Widening and deviation of road within portions 261 and 262, D.P. 253301 (R. 35798-1603A). (Council's reference: F to F road.) Rds 76-963.*

*Lands resumed for road: Lots 1-4.*

*Titles affected and areas resumed: C.T. 12705-17 (2 000 square metres); and C.G. 93-74 (5 353 square metres).*

*Closed road: Lot 7.*

*Additional roads dedicated: Lots 5 and 6.*

*Parish Morisset, County Northumberland, Land District Gosford Shire Lake Macquarie*

*Widening of Beach Road and Bay Street, Balcolyn, D.P. 253243 (R. 35846-1603A). (Council's reference R1953/1.1/2/4.) Rds 76-1286.*

*Land resumed for road: Lots 1 to 3.*

*Titles affected and areas resumed: C.T. 12411-108 (8 square metres); C.T. 6510-44 (135 square metres); and C.T. 6376-57 (54 square metres).*

*NOTE: Dedication is limited to the surface and to a depth of 20 metres below the surface.*

*Parish Bowra, County Raleigh, Land District Bellingen, Shire Nambucca*

*Widening of road within portion 101, D.P. 253316 (R. 35913-1603A). (Council's reference: R31.) Rds 76-1465.*

*Land resumed for road: Lot 1.*

*Title affected and area resumed: C.G. 4663-84 (571 square metres).*

D. West, Government Printer, New South Wales—1976

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

Witness



Q111856

No. ....

LODGED by  
Officer-in-Charge,  
Roads Branch,  
Department of Lands,  
Sydney.

NOTICE OF RESUMPTION.

Passed S. D. B. *MB* 29.3.77.

No recording of this Resumption has been made on  
Certificates of Title

Vol.	Folio	Vol.	Folio
4844	36	10008	210
5197	107	10975	185
5213	204	<del>12445</del>	<del>49</del>
5527	146	13108	237
7306	178	13254	177
8093	25	13254	178
8421	57		

REGISTRAR GENERAL



Particulars entered in Register Book,

~~Vol.~~

~~Folio~~

day of April the 12th 1977  
at minutes  
o'clock in the noon

Registrar-General.



M.P.R. - 1981

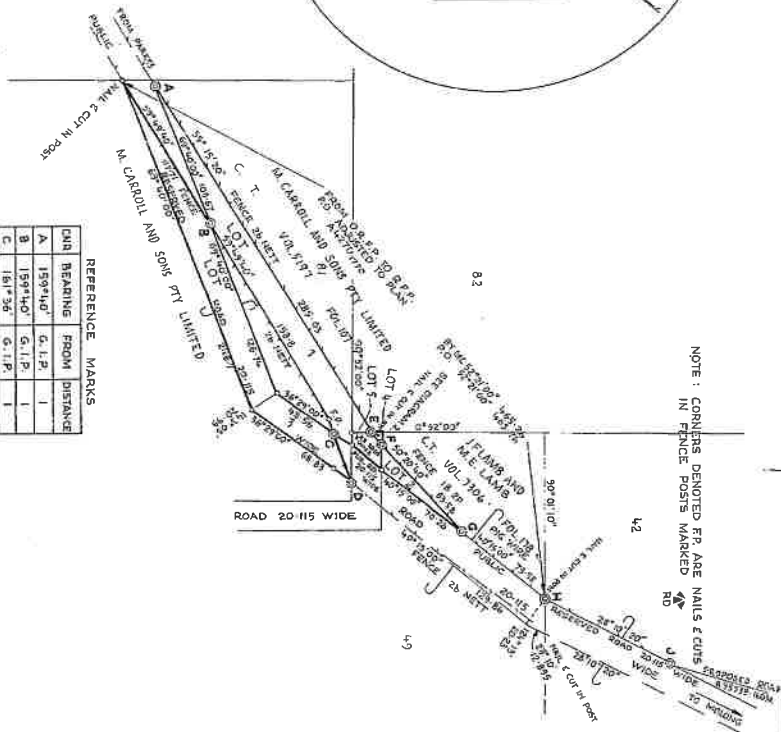
D.P. 253221

REGISTERED  
JUN 12 11 1916

PURPOSE Public Bonds Act 1902

REF MAP - PARISIL - --- -

N O O O R I C

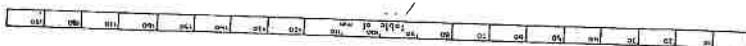


CNR	BEARING	FROM	DISTANCE
A	159°40'	G.I.P.	1
B	159°30'	G.I.P.	1
C	161°36'	G.I.P.	1
D	161°50'	G.I.P.	1
E	350°21'	G.I.P.	1
F	350°21'	G.I.P.	1
G	350°21'	G.I.P.	1
H	298°10'	G.I.P.	1
J	298°10'	G.I.P.	1

60087

I, Jack Hayward Mulsom, Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this 15th day of November, 1976.

Janatam

[illegible]



## PLANNING CERTIFICATE

### Section 10.7(2)

Environmental Planning and Assessment Act 1979 (as amended)

<b>Applicant:</b>	<b>Margot Sawyer Conveyancing Shop 2, 67 Bank Street MOLONG NSW 2866</b>	<b>Certificate No: 2023/313</b>
		<b>Date: 6 April 2023</b>
<b>Reference:</b>	<b>MJS:231189</b>	<b>Receipt No: 93934 \$62</b>
<b>Doc Id:</b>	<b>1508042</b>	

<b>Address of Property:</b>	<b>283 Garra Road, Molong NSW 2866</b>
<b>Owner:</b>	<b>BM and PDE Trethowan</b>
<b>Land Description:</b>	<b>Lot 4 DP 253221, Lot 5 DP 253220, Part Lot 49 DP 750133, Lot 484 DP 711419 and Lot 953 DP 844263</b>
<b>Council Assessment No:</b>	<b>A92030</b>
<b>Parish:</b>	<b>Bell</b>
<b>Area:</b>	<b>68.4813 Ha</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 (Biodiversity and Conservation) 2021  
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 (Industry and Employment)  
State Environmental Planning Policy No 65—Design Quality of Residential Apartment Development  
State Environmental Planning Policy (Planning Systems) 2021  
State Environmental Planning Policy (Primary Production) 2021  
State Environmental Planning Policy (Resilience and Hazards) 2021  
State Environmental Planning Policy (Resources and Energy) 2021  
State Environmental Planning Policy (Sustainable Buildings) 2022 (to commence 1 October 2023)  
State Environmental Planning Policy (Transport and Infrastructure) 2021

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

**Cabonne Local Environmental Plan 2012**

(a) Identity of Zone

Zone RU1 - Primary Production

(b)(i) 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

(b)(ii) 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

(b)(iii) In Zone RU1 the following is prohibited

*Development for the purpose of:*

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

(c) Additional permitted uses

No additional permitted uses apply to the land

(d) 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.

(e) Outstanding biodiversity value

The land does not include or comprise an area of outstanding biodiversity value.

(f) Heritage conservation

The subject land is not within a heritage conservation area under Clause 5.10 and Schedule 5 of Cabonne Local Environmental Plan 2012

(g) Heritage item

The subject land is not a heritage item under Clause 5.10 and Schedule 5 of Cabonne Local Environmental Plan 2012.

### 3. CONTRIBUTION PLANS

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

- Cabonne Council Section 7.11 Development Contributions Plan – Heavy Vehicles adopted by Council 27 September 2022 and effective from 17 October 2022.
- Cabonne Council Section 7.12 Development Contributions Plan adopted by Council 27 September 2022 and effective from 17 October 2022.

### 4. COMPLYING DEVELOPMENT

Can complying development be carried out on the land under each of the complying development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 because of the provisions of clauses 1.17A(1)(c)-(e), 1.18(1)(c3), or 1.19 and if no complying development may be carried out on that land, the reasons why.

Complying Development Code	Zone RU1
(a) Housing Code	No - Not permissible in RU1 zone
(b) Rural Housing Code	Yes
(c) Low Rise Medium Density Housing Code	No - Not permissible in RU1 zone
(d) Greenfield Housing Code	No - Not Applicable to Cabonne Council
(e) Inland Code	Yes
(f) Housing Alterations Code	Yes
(g) General Development Code	Yes
(h) Industrial and Business Alterations Code	Yes
(i) Industrial and Business Buildings Code	No - Not applicable to RU1 zone
(j) Container Recycling Facilities Code	No - Not applicable to RU1 zone
(k) Subdivisions Code	Yes
(l) Demolition Code	Yes
(m) Fire Safety Code	Yes
(n) Agritourism and Farm Stay Accommodation Code	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, environmentally sensitive land, 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)

### 5. EXEMPT DEVELOPMENT

Can exempt development be carried out on the land under each of the exempt development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 because of the provisions of clauses 1.16(1)(b1)-(d), or 1.16A, and if no exempt development may be carried out on that land, the reasons why.

Exempt development can be carried out on the land.

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

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

Is Council aware that an Affected Building Notice is in force in relation to the land?

No

Is Council aware that a Building Product Rectification Order is in force in relation to the land that has not been fully complied with?

No

Is Council aware that a notice of intention to make a Building Product Rectification Order given in relation to the land is outstanding?

No

**7. 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

**8. 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

**9. FLOOD RELATED DEVELOPMENT CONTROLS**

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

No

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

No

(3) In this 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.

**10. COUNCIL & OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS**

Is the land affected by an adopted policy (by council, or by another public authority if that authority has notified council that the policy will be included in a planning certificate) that restricts the development of the land due to the likelihood of landslip, bush fire, tidal inundation, subsidence, acid sulphate soils, contamination, aircraft noise, salinity, or any other risk (other than flooding)?

No

**11. BUSHFIRE PRONE LAND**

Is the land bush fire prone, as designated by the Commissioner of the NSW Rural Fire Service under Section 10.3 of the Act?

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

**12. LOOSE FILL ASBESTOS INSULATION**

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

No

**13. MINE SUBSIDENCE**

Is the land proclaimed to be a mine subsidence district within the meaning of the Mine Subsidence Compensation Act 2017?

No

**14. PAPER SUBDIVISION INFORMATION**

Is the land subject to a paper subdivision?

No

**15. PROPERTY VEGETATION PLANS**

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

No

**16. BIODIVERSITY STEWARDSHIP SITES**

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

No

**17. BIODIVERSITY CERTIFIED LAND**

Is the land biodiversity certified land?

No

**18. ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006**

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

No

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

Not applicable

**20. WESTERN SYDNEY AEROTROPOLIS**

Not applicable

**21. DEVELOPMENT CONSENT 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.

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

- (1) Council is not aware of a current or former Site Compatibility Certificate (Affordable Rental Housing) apply in respect of proposed development on the land.
- (2) State Environmental Planning Policy (Housing) 2021, Chapter 2, Part 2, Division 1 or 5 does not apply to the land.
- (3) Council is not aware whether any terms issued under conditions of a development consent in relation to the land with regards to affordable rental housing.

**CONTAMINATED LAND MANAGEMENT ACT 1997**

The following matters are prescribed by Section 59(2) of the Contaminated Land Management Act 1997 to be included on a Planning Certificate. At the date at which this certificate is issued:

- (a) the land (or part of the land) to which the certificate relates is significantly contaminated land

No

- (b) the land to which the certificate relates is subject to a management order

No

(c) the land to which the certificate relates is the subject of an approved voluntary management proposal

No

(d) the land to which the certificate relates is subject to an ongoing maintenance order

No

(e) the land to which the certificate relates is the subject of a site audit statement

No



06/04/2023

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K Walker

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Date

**Senior Planner – Development Services**

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.



Account Number 73982

Issue Date 30th March 2023

Search Date 30th March 2023

Search ID 3208810

**ADDRESS FOR PAYMENTS**

PO Box 2155

Dangar NSW 2309

Issued To Margot Sawyer Conveyancing - Molong

## Holding Details

Holding	Enclosure Permit 73982 (Holding is now Current)
Registered Holder(s)	Perry David Edwin Trethowan, Bronwyn Mary Trethowan
Area	1.242ha
Purpose(s)	road enclosure
Land	N/A
Text Description	Road west and south Lot 49 D P 750133, Road north and west of Lot 953 Dp 844269

## Financial details

Total amount required to complete payment of all amounts as at 30th March 2023 is \$0.00

Annual Payment Rent	\$526.00 (GST not applicable) for the period 15 April 2022 to 14 April 2023
Adjusted Annual Payment - Rent (Annual Rent Payment less any rebates/waivers applied)	\$154.00 (GST not applicable)
Payment Dates	Rent is payable annually in advance on 15 April each year.
Current Payments Outstanding as at 30th March 2023	\$0.00
Fines/Interest Not Yet Due	\$0.00
Less amount at Credit	\$0.00
<b>Total as at 30th March 2023</b>	<b>\$0.00CR</b>

### Please Note:

- \* The figures quoted on this statement are applicable only between 30 Mar 2023 and 30 Mar 2023, provided no payments or adjustments are processed before the latter date. An updated Statement of Account will be required if there is any change to the account or for dates after 30 Mar 2023.
- \* Interest for late payment, currently at the rate of 11.06% per year, is charged from the due date to the date of payment, on all amounts not received within 28 days of becoming due.
- \* The current holder is receiving a rental rebate/waiver.
- \* This rebate/waiver may not continue to be in force in the future. Actual market/base rent will be payable on transfer.
- \* In the event of a transfer the purchaser will be responsible for payment of all amounts owing (including arrears).
- \* Rent payable for this Enclosure Permit is not subject to GST. However, GST may be payable on other services provided in relation to this holding.

DP 711994

3

DP 750133  
PT24

DP 711419  
484

DP 711419  
484

DP 844263  
954

DP 750133  
PT49

DP 7104890



## Crown land conveyancing searches

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

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

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

### What is a tenure?

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

### Why is a search necessary?

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

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

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

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

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

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

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

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

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

### What is an enclosure permit?

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

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

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

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

### What is a Crown land licence?

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

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

### What is an automatically transferable licence?

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

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

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

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

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

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

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

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

### What licences do not automatically transfer?

A licence will not automatically transfer in the following circumstances:

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

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

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

### What is a Western Lands lease?

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

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

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

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

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

### What is a perpetual lease?

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

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

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

### What is an incomplete purchase?

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

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

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

### What are the border fence maintenance rates?

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

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

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

### When is minister's consent required?

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

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

### More information

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

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



# Enclosure permit—notification of transfer application

Use this form to notify the Department of Planning, Industry & Environment—Crown Lands (the department) when a parcel of land to which an enclosure permit is attached has been transferred to a new owner or sold.

## Fee

\$94.00 - For further information please refer to the NSW Department of Planning, Industry & Environment - Crown Lands website.

## Contact us

For more information, please contact us at:

NSW Department of Planning, Industry & Environment—Crown Lands  
PO Box 2155  
DANGAR NSW 2309

Phone: 1300 886 235 (Option 2, Option 2)  
Fax: 02 4925 3517  
Email: [enclosure.permits@crownland.nsw.gov.au](mailto:enclosure.permits@crownland.nsw.gov.au)  
Web: [industry.nsw.gov.au/lands](http://industry.nsw.gov.au/lands)

## Privacy statement

The personal information you provide on this form is subject to the Privacy & Personal Information Protection Act 1989. It is being collected by NSW Department of Industry and will be used for purposes related to this application. NSW Department of Planning, Industry & Environment will not disclose your personal information to anybody else unless authorised by law. The provision of this information is voluntary or required to be supplied. If you choose not to provide the requested information we may not be able to process this application. You have the right to request access to, and correct details of, your personal information held by the department. Further information regarding privacy can be obtained from the NSW Department of Planning, Industry & Environment—Crown Lands website at [www.industry.nsw.gov.au/legal/privacy](http://www.industry.nsw.gov.au/legal/privacy)

## Applicant details

Salutation	<input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Ms <input type="checkbox"/> Miss <input type="checkbox"/> Dr <input type="checkbox"/> Other:
First name	
Surname	
Home address	
Postal address	
Home telephone	
Work	
Mobile	
Email address	

## Property details

List details of related land

Lot/DPs	Parish/county	Locality/address	Local Govt. Area

## Declaration

<input type="checkbox"/> I <input type="checkbox"/> we,	advise that on the **date shown below,	<input type="checkbox"/> I <input type="checkbox"/> we,	became holders of the specified land
A payment of \$90 is attached with this application with a cheque or money order made payable to the department			
Enclosure permit no.:			
**Date of transfer of land			
Name			
Signature			
Date			

## To be completed by lodging agent

Name	
Address	
Your reference	
Signature	
Date	

## Lodgement

Email the completed form to: [enclosure.permits@crownland.nsw.gov.au](mailto:enclosure.permits@crownland.nsw.gov.au)

Include fee payment - Cheque or Money Order payable to the Department of Planning, Industry & Environment—Crown Lands

Mail to: NSW Department of Planning, Industry & Environment—Crown Lands , PO Box 2155,  
DANGAR NSW 2309

Office use only – Refer to the Receipting and Referrals Codes Document					
<input type="checkbox"/> BCN	Referral Code	BCNEP	Receipting code	TEN/EP	
TRIM DOC		Fee Paid \$		Receipt Number	
Account number			Date		

# 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 ▼ 711419  
Lot Number 484  
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 2 of 2 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	
<u>70WA607703</u>	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		70WA607703	Current	Lachlan Fold Belt Mdb Groundwater Source			
Work Type	Description	Diameter	Status	No of Works	Location (Lot/DP)	Suffix	Work ID	ESID
Extraction Works Gw	Bore	Not specified	Active		Lot 484, DP 711419	Whole Lot	1000168648	94488

## - Conditions

**Plan Conditions**

Water  
sharing  
plan

## NSW Murray Darling Basin Fractured Rock Groundwater Sources 2020

### Water management works

MW7040-  
00001

The approval holder must ensure that the water supply work is constructed in such a way that ensures the following:

- A. the water supply work is situated in the location specified in the application for the water supply work,
- B. water is able to be taken through the water supply work only from the groundwater source specified in the share component of the access licence that nominates the water supply work,
- C. the water supply work is sealed off from all other water sources,
- D. construction of the water supply work complies with the construction standards for that type of bore prescribed in the Minimum Construction Requirements for Water Bores in Australia,
- E. construction and use of the water supply work prevents contamination of the aquifer and between aquifers, and
- F. construction and use of the water supply work prevents the flow of saline water between aquifers.

MA7627-  
00001

The water supply work authorised by this approval must only be used to take water for basic landholder rights.

MW7053-  
00001

The approval holder must ensure:

- A. the construction of the water supply work is completed within three years of the approval being granted, and
- B. the water supply work is not used unless construction is completed within three years of the approval being granted.

MW7043-  
00001

If contaminated water is encountered during the construction of the water supply work, the approval holder must do the following:

- A. notify the Minister within 48 hours of becoming aware of the contaminated water,
- B. take all reasonable steps to minimise contamination and environmental harm,
- C. ensure that the contaminated water is sealed off by inserting casing to a depth sufficient to exclude the contaminated water from the water supply work,
- D. place an impermeable seal in the borehole annulus when and as directed by the Minister, and
- E. comply with any other written requirements specified by the Minister, which may include a requirement to provide a report in a specified form detailing the quality of any water obtained using the water supply work.

This condition does not apply to a water supply work constructed for the purpose of monitoring or remediating contaminated water.

### Reporting

MW3858-  
00002

A. When a water supply work authorised by this approval is no longer to be used permanently, the approval holder must:

- i. notify the relevant licensor in writing of their intention to decommission the work at least 60 days before the start of decommissioning, and
- ii. include a work plan for decommissioning in accordance with the Minimum Construction Requirements for Water Bores in Australia 2020, as amended or replaced from time to time, and
- iii. decommission the work in accordance with the submitted work plan unless the approval holder receives notice in writing from the Minister within 60 days of notifying the relevant licensor, requiring that the work is either not to be decommissioned or be decommissioned in accordance with requirements other than those set in the work plan.

B. Within 60 days of the work being decommissioned, the approval holder must notify the relevant licensor in writing:

- i confirming that the work has been decommissioned, and
- ii. providing the name of the driller who decommissioned the work.

- MW7052-00001 The approval holder must submit a completed Form A to the relevant licensor within 60 days:  
A. of completion of the construction of the water supply work, or  
B. after the issue of the water supply work approval if the approval is for the amendment of an existing water supply work.
- MW7042-00001 If 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, within the timeframe (if any) specified in the written notice.
- MW6983-00004 A. Once the approval holder becomes aware of a breach of any condition on this approval, the approval holder must notify the Minister as soon as practicable.  
B. If the initial notification was not in writing, written notice must be provided within seven days of becoming aware of the breach by emailing:  
nrar.enquiries@nrar.nsw.gov.au

**Other Conditions**

NIL

**70WA617369** 03-MAR-2022 Basic Rights Lachlan Fold Belt Mdb Groundwater Source Current

Kind of Approval	Issue Date	Expiry Date	Approval Number	Status	Water Source
Basic Rights	03-MAR-2022		70WA617369	Current	Lachlan Fold Belt Mdb Groundwater Source

Work Type	Description	Diameter	Status	No of Works	Location (Lot/DP)	Suffix	Work ID	ESID
Extraction Works Gw	Bore	220	Active	1	Lot 484, DP 711419	Whole Lot	1000269395	258313
Extraction Works Gw	Bore	220	Active	1	Lot 484, DP 711419	Whole Lot	1000269396	258314

- Conditions

**Plan Conditions**

Water sharing plan

NSW Murray Darling Basin Fractured Rock Groundwater Sources 2020

**Water management works**

- MW7040-00001 The approval holder must ensure that the water supply work is constructed in such a way that ensures the following:  
A. the water supply work is situated in the location specified in the application for the water supply work,  
B. water is able to be taken through the water supply work only from the groundwater source specified in the share component of the access licence that nominates the water supply work,  
C. the water supply work is sealed off from all other water sources,  
D. construction of the water supply work complies with the construction standards for that type of bore prescribed in the Minimum Construction Requirements for Water Bores in Australia,  
E. construction and use of the water supply work prevents contamination of the aquifer and between aquifers, and  
F. construction and use of the water supply work prevents the flow of saline water between aquifers.
- MA7627-00001 The water supply work authorised by this approval must only be used to take water for basic landholder rights.
- MW7053-00001 The approval holder must ensure:  
A. the construction of the water supply work is completed within three years of the approval

being granted, and

B. the water supply work is not used unless construction is completed within three years of the approval being granted.

MW7043-00001

If contaminated water is encountered during the construction of the water supply work, the approval holder must do the following:

- A. notify the Minister within 48 hours of becoming aware of the contaminated water,
- B. take all reasonable steps to minimise contamination and environmental harm,
- C. ensure that the contaminated water is sealed off by inserting casing to a depth sufficient to exclude the contaminated water from the water supply work,
- D. place an impermeable seal in the borehole annulus when and as directed by the Minister, and
- E. comply with any other written requirements specified by the Minister, which may include a requirement to provide a report in a specified form detailing the quality of any water obtained using the water supply work.

This condition does not apply to a water supply work constructed for the purpose of monitoring or remediating contaminated water.

### Reporting

MW3858-00002

A. When a water supply work authorised by this approval is no longer to be used permanently, the approval holder must:

- i. notify the relevant licensor in writing of their intention to decommission the work at least 60 days before the start of decommissioning, and
- ii. include a work plan for decommissioning in accordance with the Minimum Construction Requirements for Water Bores in Australia 2020, as amended or replaced from time to time, and
- iii. decommission the work in accordance with the submitted work plan unless the approval holder receives notice in writing from the Minister within 60 days of notifying the relevant licensor, requiring that the work is either not to be decommissioned or be decommissioned in accordance with requirements other than those set in the work plan.

B. Within 60 days of the work being decommissioned, the approval holder must notify the relevant licensor in writing:

- i confirming that the work has been decommissioned, and
- ii. providing the name of the driller who decommissioned the work.

MW7052-00001

The approval holder must submit a completed Form A to the relevant licensor within 60 days:

- A. of completion of the construction of the water supply work, or
- B. after the issue of the water supply work approval if the approval is for the amendment of an existing water supply work.

MW7042-00001

If 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, within the timeframe (if any) specified in the written notice.

MW6983-00004

A. Once the approval holder becomes aware of a breach of any condition on this approval, the approval holder must notify the Minister as soon as practicable.

B. If the initial notification was not in writing, written notice must be provided within seven days of becoming aware of the breach by emailing:  
nrar.enquiries@nrar.nsw.gov.au

### Other Conditions

#### Water management works

DS2349-00001

The approval holder must make all reasonable efforts not to allow any used water to discharge, by any means including surface or subsurface drains or pipes, into or onto:

- A. any adjoining public or crown road;
- B. any other person's land;
- C. any Crown land;
- D. any river, creek or watercourse or aquifer.

DS2361-00001

A. The water supply work authorised by this approval must be constructed so that groundwater must only be taken from a minimum of 20 m below ground level.

B. The work must be sealed off by:

- i. inserting casing(s) to prevent any contamination,
- ii. placing an impermeable seal such as cement grout or bentonite between the casing(s) and

the walls of the bore hole (annulus), and  
 iii. the impermeable seal must extend to a minimum depth of 20 m from ground level.

DK3842-00001	The location of the work(s) authorised by this approval, as shown on the approved plan held by the relevant licensor, must not be altered.
DK0160-00001	The water supply work authorised by this approval must be constructed at a minimum distance of 40 m from the top of the high bank of a river, creek, stream or watercourse.
DK0155-00001	If the water supply work authorised by this approval is lined with steel or plastic casing, the inside diameter of the casing must not exceed 220 mm.
DK2498-00002	The water supply work authorised by this approval must be constructed at least 50 m from any sewage disposal system or septic tank.
DK0888-00001	Any water supply work authorised by this approval used for the purpose of conveying, diverting or storing water must be constructed or installed to allow free passage of floodwaters flowing into or from a river or lake.
<b>Monitoring and recording</b>	
DS5807-00001	If monitoring indicates that water quality is not suitable for the intended purpose, or the intended purpose changes, then the approval holder must implement water treatment to match use requirements or cease using the bore water.
DS5806-00001	The approval holder must undertake regular water quality monitoring to ensure water quality remains suitable for purpose over time.

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**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

# CONTRACT



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