

# Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	eCOS ID: 136552925	NSW DAN:
vendor's agent	McGRATH REAL ESTATE (Lauren Jones 0439 620 500) 185 Lords Place, Orange NSW 2800		Phone: (02) 7903 0753 Fax: Ref:
co-agent			
vendor	BARBARA ANNE HERIOT and JOHN STUART HERIOT		
vendor's solicitor	Commins Hendriks 23-29 Gurwood Street Wagga Wagga NSW 2650		Phone: (02) 6933 6935 Fax: (02) 6933 6933
date for completion	42 days after the contract date (clause 15)		Email: L.Rogers@chlaw.com.au
land	INGLEWOOD 128 NORAH CREEK RD MOLONG NSW 2866 (Address, plan details and title reference) Lot 37 in DP750133; Lot 6 in DP34418; Lot 2 in DP111401; Lots 1 and 2 in DP242825 Folio Identifiers 37/750133; 6/34418; 2/111401 and Auto Consol 8634-226 <input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> Subject to existing tenancies		
improvements	<input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: See annexure A		
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

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

inclusions	<input type="checkbox"/> air conditioning <input type="checkbox"/> blinds <input type="checkbox"/> built-in wardrobes <input type="checkbox"/> ceiling fans <input checked="" type="checkbox"/> other: see annexure A	<input type="checkbox"/> clothes line <input type="checkbox"/> curtains <input type="checkbox"/> dishwasher <input type="checkbox"/> EV charger	<input type="checkbox"/> fixed floor coverings <input type="checkbox"/> insect screens <input type="checkbox"/> light fittings <input type="checkbox"/> pool equipment	<input type="checkbox"/> range hood <input type="checkbox"/> solar panels <input type="checkbox"/> stove <input type="checkbox"/> TV antenna
exclusions	Gun Safe			
purchaser				
purchaser's solicitor			Phone:	
			Fax:	
Price	\$		Ref:	
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>Signed By _____</p>  <p>Vendor _____</p>  <p>Vendor _____</p>	<p>Signed By _____</p>  <p>Purchaser _____</p>  <p>Purchaser _____</p>												
VENDOR (COMPANY)	PURCHASER (COMPANY)												
<p>Signed by _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p>  <table border="0"> <tr> <td>_____ Signature of authorised person</td> <td>_____ Signature of authorised person</td> </tr> <tr> <td>_____ Name of authorised person</td> <td>_____ Name of authorised person</td> </tr> <tr> <td>_____ Office held</td> <td>_____ Office held</td> </tr> </table>	_____ Signature of authorised person	_____ Signature of authorised person	_____ Name of authorised person	_____ Name of authorised person	_____ Office held	_____ Office held	<p>Signed by _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p>  <table border="0"> <tr> <td>_____ Signature of authorised person</td> <td>_____ Signature of authorised person</td> </tr> <tr> <td>_____ Name of authorised person</td> <td>_____ Name of authorised person</td> </tr> <tr> <td>_____ Office held</td> <td>_____ Office held</td> </tr> </table>	_____ Signature of authorised person	_____ Signature of authorised person	_____ Name of authorised person	_____ Name of authorised person	_____ Office held	_____ Office held
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_____ Office held	_____ Office held												

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 exception, 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*  
(residential withholding payment)

☒ NO ☐ yes (if yes, vendor must provide further 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) – further details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's phone number:

Supplier's proportion of *GSTRW payment*: \$

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

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

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

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

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

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

## List of Documents

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

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

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

Before purchasing land that includes 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 within work order</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> , in relation to a period, at any time before or during the period; and 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.

INGLEWOOD 128 NORAH CREEK RD MOLONG NSW  
2866 NSW

## **CONDITIONS OF SALE BY AUCTION**

1. The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
  - a. The vendor's reserve price must be given in writing to the auctioneer before the auction commences (but not if the auction relates solely to livestock).
  - b. A bid for the vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor.
  - c. The highest bidder is the purchaser, subject to any reserve price.
  - d. In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
  - e. The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor.
  - f. A bidder is taken to be bidding on the bidder's own behalf unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
  - g. A bid cannot be made or accepted after the fall of the hammer.
  - h. As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
2. The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
  - a. All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
  - b. Subject to subclause (3), the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person.
  - c. Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce "vendor bid".
3. The following conditions, in addition to those prescribed by subclauses (1) and (2), are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:
  - a. More than one vendor bid may be made to purchase the interest of a co-owner.
  - b. A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.

- c. Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.
- d. Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.

## **Additional Provisions to Contract for sale and purchase of land**

**VENDOR: JOHN STUART HERIOT and BARBARA ANN HERIOT**  
**PROPERTY: 128 NORAH CREEK ROAD, MOLONG**

### **1. STOCKING NUMBERS**

The vendor will have the right to run the stock subject to the following conditions:

- (a) The stock numbers will not be increased prior to settlement.
- (b) The vendor will move all stock prior to settlement.
- (c) The stock will be managed in accordance with recognised farming practices.

### **2. CROPS**

All crops growing on the property remain the property of the vendors. Should harvest be delayed by weather conditions then the vendors shall have the right to enter the property after settlement and complete the harvest as soon as possible after settlement in accordance with good farm practices.

### **3. SILOS**

The vendor shall have the right to store grain in the Silos the subject of the sale subject to the following conditions:

- (a) The vendor shall have the right to store grain in the Silos at his own risk until a week prior to completion.
- (b) The Silos shall be left in a clean and tidy condition.

### **4. REMOVAL OF GRAIN, HAY AND FUEL**

The parties agree that the vendor shall have the right to remove any grain, hay, fuel or fuel tanks stored on the property prior to Settlement subject to the following conditions:

- (a) The vendor shall have the right to store grain in the Silos that pass with the property at his own risk up to Settlement.
- (b) The vendor shall have the right to store hay in the hay sheds at his own risk up to settlement.



- (c) On removing the hay and grain, the sheds and silos will be left in a clean and tidy condition.

## **5. REMOVAL OF PLANT, EQUIPMENT, LIVESTOCK, SCRAP AND RUBBISH**

5.1 The parties agree that prior to the completion date the vendor will remove the following items -

- (a) Plant and equipment.
- (b) Stock.
- (c) Scrap metal.
- (d) Rubbish.

5.2 Should the vendor have not removed such items by that date then the purchaser shall have the right to:

- (a) Relocate such items at the vendor's expense to the vendors property.
- (b) Arrange for the items to be moved together with the scrap and rubbish on the condition that a contractor can be employed and the contractor can accept the scrap as part payment.
- (c) Alternatively, the purchaser can arrange for the items to be sold and deducted from all sale expenses and removal expenses and the balance paid to the purchaser.

## **6. STATE OF REPAIR AND CONDITION OF THE PROPERTY INCLUDING ANY RIGHTS THAT ATTACH TO THE PROPERTY**

6.1 The vendor warrants that he/she is not aware of any outstanding notices concerning any matters set out in paragraphs 6.2 and 6.3.

6.2 The Purchaser acknowledges that they have inspected and satisfied themselves as to the condition and state of repair of the following -

- (a) The improvements including any fences and buildings;
- (b) The inclusions;
- (c) The water supply;
- (d) The access to the lands;

- (e) The services to the block or lack of such services;
- (f) The pastures, native grasses, the soil and weeds.
- (g) The zoning and the building rights that attach to the lands.
- (h) The cost of connections of any services such as water and electricity.
- (i) The OJD or BJD status of the property.

6.3 The parties agree that the property is sold as it is and subject to all defects whether latent or patent, and in particular -

- (a) The purchaser accepts the improvements and inclusions in their present condition and state of repair. The vendor will not be called upon to carry out any repairs or work in relation to such items.
- (b) The purchaser accepts the water supply, including any bores, water licences or water rights or the lack of a water supply. The purchaser has made enquiries so as to familiarise themselves as to the water supply or lack of water supply. If there are no easements then the vendor will not be called upon to create an easement.
- (c) The purchaser has satisfied himself as to the services to the block or lack of services.
- (d) The purchaser has satisfied himself as to the condition of the soil, the pastures, the native grasses, the weeds and the crops on the property.
- (e) The vendor will not be responsible for the eradication of any weeds and the purchaser shall assume responsibility for any necessary eradication or treatment thereof.
- (f) The purchaser acknowledges that he has had the right to carry out soil tests, inspections of the property and to check the items referred to above.
- (g) Any road permits that attach to the property pass with the property at the purchaser's expense. The purchaser should check with the local Land and Water Conservation office in this regard.

- (h) The purchaser has satisfied himself concerning the access or any roads that pass through the property and rely on his own inspections and enquiries concerning access.
- (i) The property passes subject to any mining exploration rights.
- (j) The purchaser accepts any pipes, cables, telephone lines, power lines or related installation which are on or pass through, over or under the property or which are used in common with any other lands or pass through any other lands. If there are no easements, then the vendor will not be called upon to create an easement.
- (k) The purchaser has checked any old or current sheep or cattle dip sites together with the lands and satisfied themselves in relation to chemical residue issues.
- (l) The purchaser has satisfied themselves as to the zoning in relation to the property and whether or not any building rights attach to the property.

## **7. ROAD PERMITS**

The purchaser will accept the transfer of any road permits which attach to any of the lands on the condition that the purchaser shall be responsible for any transfer fee.

## **8. INCOME TAX MATTERS**

It is expressly agreed for Income Tax purposes that in the case of any plant and/or improvements included in this sale and on which depreciation has been claimed by the vendor, then the same shall pass to the purchaser at their respective income tax written down values as at the date of completion of this Contract.

## **9. PASSING OF RISK**

Upon exchange of Contracts, the risk in relation to all improvements (other than the house), including any sheds, fences, crops and inclusions pass to the purchaser and the purchaser shall be responsible for organising insurance in relation to such items or a cover note as from the date of exchange.

## **10. FENCING**

All fencing shall be accepted by the purchaser as at present erected without any requisition or objection and no claim shall be made or compensation allowed by

reason of the fact that any of the fences are not actually on the correct boundary lines and no objection shall be made by the purchaser to existing arrangements in respect of give and take fences, if any.

**11. NOTICE TO COMPLETE**

The parties agree that if completion of this Contract has not taken place by the specified date, then either party may at any time, issue a Notice making time of the essence for completion and in any such Notice a period of not less than fourteen (14) days from the date of service of such Notice shall be sufficient time for the appointed date of completion.

**12. INTEREST PAYABLE BY THE PURCHASER IF SETTLEMENT DOES NOT TAKE PLACE ON THE DUE DATE**

The purchaser agrees to pay the vendor interest on the balance payable under this Contract at the rate of ten per cent (10%) per annum should the sale not be settled on the due date due to any delays caused by the purchaser.

**13. SPECIAL CONDITIONS SHALL NOT MERGE ON SETTLEMENT**

Any Special Conditions which apply after Settlement shall not merge on completion.

**14. BORES**

- (a) Included in this Contract and for the consideration stated in this Contract shall be the following Bore Licence held by the vendor pursuant to the *Water Act 1912 (NSW)*:

<b>Lot No.</b>	<b>Licence/Approvals</b>	<b>Type</b>
6/34418	80WA725335	Basic Rights

- (b) The parties shall do all things and sign all documents to allow the Bore Licence to be transferred to the Purchasers.
- (c) All fixed and usage charges in respect of the Licences shall be adjusted upon completion in accordance with printed condition 14.
- (d) Upon completion the Vendor shall furnish to the Purchaser notice addressed to the Department of Primary Industries advising of change of ownership of the property if required.
- (e) The Purchaser shall not make any objection requisition or claim in respect of:
- (i) any bore, dam or tank that has been erected upon the property without the permission of the Department of Primary Industries.

- (ii) the condition of the Bore Licences; and/or
  - (iii) The terms and conditions of the Department of Primary Industries Water Supply Works and Water Use 80WA725335.
- (f)
  - (i) The Vendor warrants that is not aware of any matter fact, or circumstance that would prevent the Bore Licence from being transferred to the Purchaser.

## **15. GOODS & SERVICES TAX**

### **Taxable Supply**

15.1 If this Contract for Sale of Land is a taxable supply within the meaning of the GST Act then -

- (a) The purchaser shall be liable to pay to the vendor the amount of any GST payable in respect of the *taxable supply* at the time of completion of the sale of land including any *increasing adjustment* required to be made by the vendor in respect of the *taxable supply* after completion of the sale of land.
- (b) If the vendor terminates this Contract for Sale of Land as a result of the purchaser failing or refusing to comply with any obligation under this Contract, then the purchaser shall be liable to pay to the vendor the amount of any GST payable in respect of the deposit.
- (c) Both parties must be *registered* and obtain an Australian Business Number as prescribed by the GST Act.
- (d) The *margin scheme* shall not apply.
- (e) For the purpose of this clause -
  - (i) "GST" means GST under the GST Act.
  - (ii) "GST Act" means the *A New Tax System (Goods and Services Tax) Act, 1999* (as amended).
  - (iii) Words in italics have the same meaning as they do in the GST Act.

### **GST Free Supply**

15.2 The vendor confirms that a farming business has been carried on, on the farmlands for at least a period of five (5) years preceding the supply.

- 15.3 If the purchaser wishes the supply of the farmlands to be GST free as provided for in the GST Act, the purchaser confirms and warrants that a farming business will be carried on, on the farmlands the subject of this sale.
- 15.4 If the supply of farmlands is deemed to be a taxable supply as a result of the purchaser's breach of warranty, then the purchaser shall be liable to pay to the vendor the amount of any GST payable in respect of the supply.
- 15.5 For the purpose of this clause -
- (a) "GST" means GST under the GST Act.
  - (b) "GST Act" means the *A New Tax System (Goods and Services Tax) Act, 1999* (as amended).
  - (c) Words in italics have the same meaning as they do in the GST Act.

## **16. GUARANTEE**

- 16.1 This clause applies if the purchaser is a corporation but does not apply to a corporation listed on an Australian Stock Exchange. This clause is an essential term of this contract.
- 16.2 The word *guarantor* means each director of the purchaser as at the date of this contract.
- 16.3 If each director of the purchaser has not signed this clause as a guarantor, the vendor may terminate this contract by serving a notice, but only within 14 days after the contract date.
- 16.4 In consideration of the vendor entering into this contract at the guarantor's request, the guarantor guarantees the vendor:
- (a) payment of all money payable by the purchaser under this contract; and
  - (b) the performance of all of the purchaser's other obligations under this contract.
- 16.5 The guarantor:
- (a) indemnifies the vendor against any claim, action, loss, damages, cost, liability, expense or payment incurred by the vendor in connection with or arising from

any breach or default by the purchaser of its obligations under this contract;  
and

(b) must pay on demand any money due to the vendor under this indemnity.

16.6 The guarantor is jointly and separately liable with the purchaser to the vendor for:

(a) the performance by the purchaser of its obligations under this contract; and

(b) any damaged incurred by the vendor as a result of the purchaser's failure to perform its obligations under this contract or the termination of this contract by the vendor.

16.7 The guarantor must pay to the vendor on written demand by the vendor all expenses incurred by the vendor in respect of the vendor's exercise or attempted exercise of any right under this clause.

16.8 If the vendor assigns or transfers the benefit of this contract, the transferee receives the benefit of the guarantor's obligations under this clause.

16.9 The guarantor's obligations under this clause are not released, discharged or otherwise affected by:

(a) the granting of any time, waiver, covenant not to sue or other indulgence;

(b) the release or discharge of any person;

(c) an arrangement, composition or compromise entered into by the vendor, the purchaser, the guarantor or any other person;

(d) any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the vendor by this contract, a statute, a Court or otherwise;

(e) payment to the vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or

(f) the winding up of the purchaser.

16.10 The deed constituted by this clause binds each party who signs it even if other parties do not, or if the execution by other parties is defective, void or voidable.

16.11 This clause binds the guarantor and the executors, administrators and assigns of the guarantor.

16.12 This clause operates as a deed between the vendor and the guarantor.

**Signed by the Guarantors**

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## SCHEDULE OF LANDS

"INGLEWOOD" 128 NORAH CREEK ROAD

MOLONG NSW 2866

LOT	DEPOSITED PLAN	TITLE REFERENCE
6	34418	6/34418
37	750133	37/750133
2	111401	2/111401
1	242825	Auto Consol 8634-226
2	242825	

## **SCHEDULE OF IMPROVEMENTS & INCLUSIONS**

**128 NORAH CREEK ROAD, MOLONG NSW 2866**

### **IMPROVEMENTS**

House	Portable sheep yards and loading ramp
Cottage	Water Tanks
Tennis Court	6 x 50t Silo
Horse Arena	4 x 40t Silo
2 x Machinery Sheds	Fixed water troughs
3 x large Hay Sheds	

### **INCLUSIONS**

#### **House**

- Blinds
- Built in wardrobes
- Clothes line
- Curtains
- Dishwasher
- Fixed floor coverings
- Insect screens
- Light fittings
- Range hood
- Stove
- TV Antenna
- r/c air conditioner
- ceiling fans

#### **Cottage**

- Curtains
- Insect screens
- Light fittings
- Tv antenna

#### **Additional inclusions**

- Solar pump on bore
- Pump for house & cottage
- Roller for tennis court and Net

**Cadastral Records Enquiry Report : Lot 37 DP 750133**

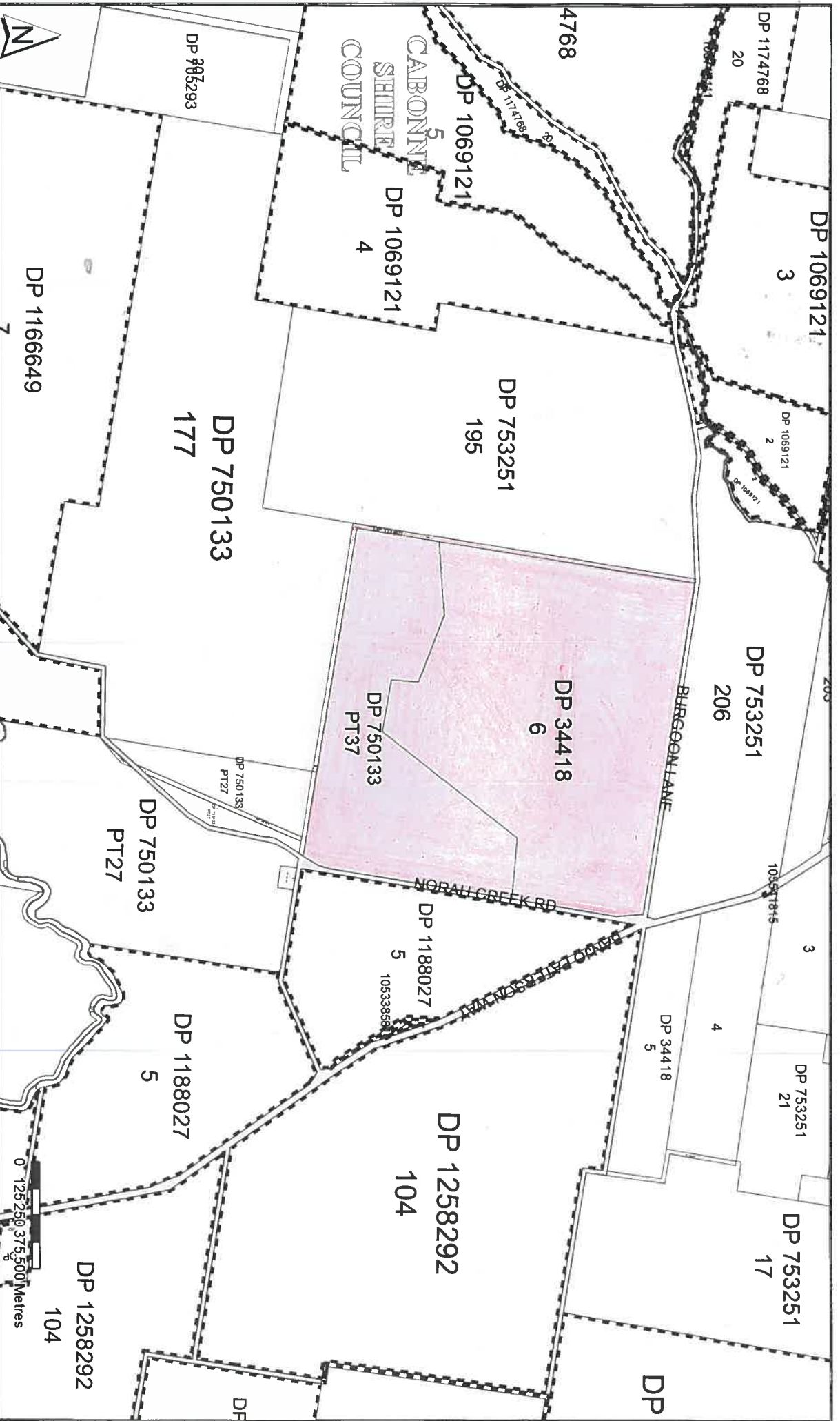
Locality : MOLONG

LGA : CABONNE

Parish : BELL

County : ASHBURNHAM

Ref : NOUSER



DP 753251  
206

BURGOON LANE

DP 34418  
6

NORAH CREEK RD

DP

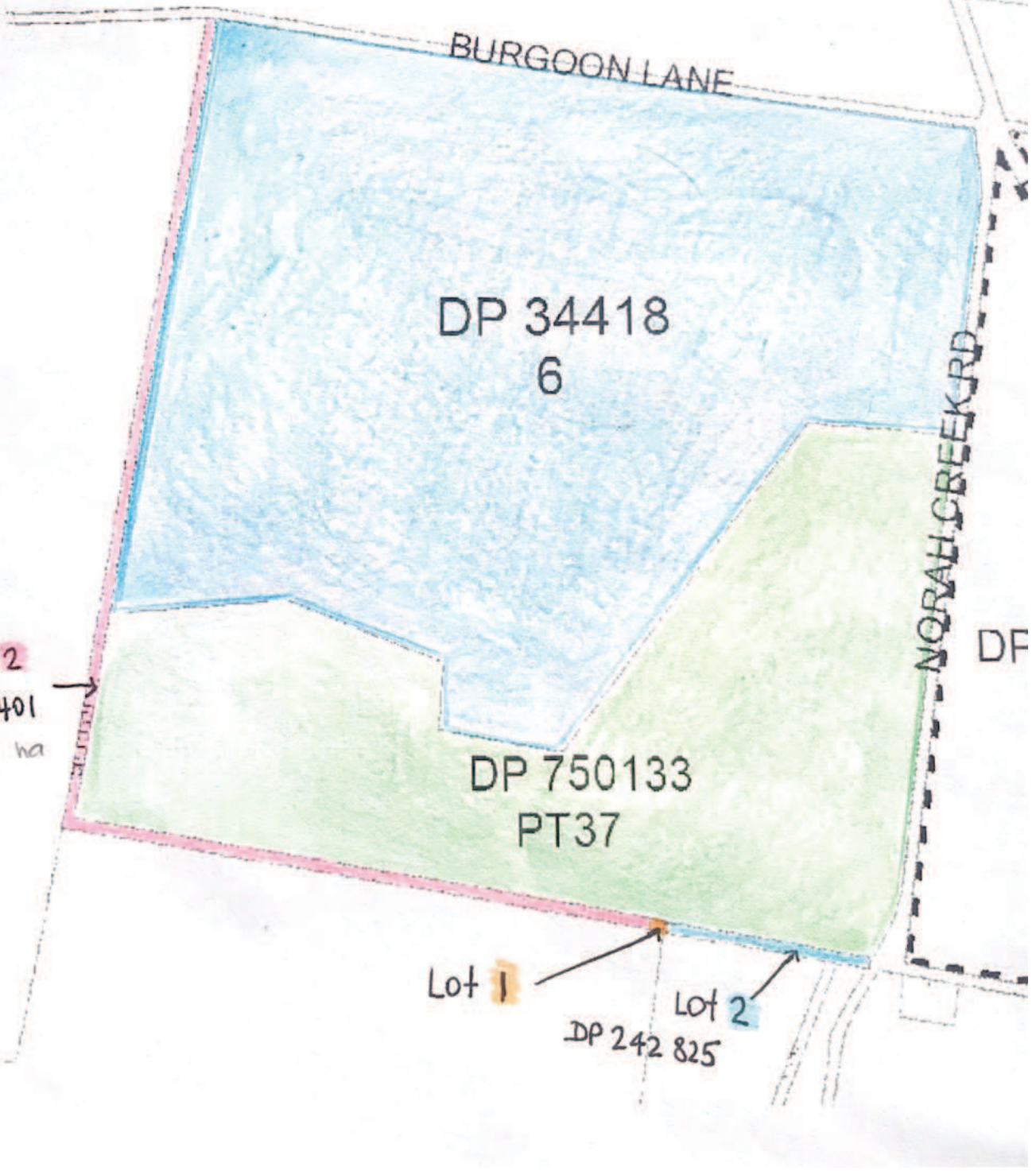
Lot 2  
DP 111401  
5.47 ha

DP 750133  
PT37

Lot 1

DP 242 825

Lot 2





NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: AUTO CONSOL 8634-226

SEARCH DATE	TIME	EDITION NO	DATE
13/5/2024	4:06 PM	7	10/1/2022

LAND

LAND DESCRIBED IN SCHEDULE OF PARCELS  
AT MOLONG  
LOCAL GOVERNMENT AREA CABONNE  
PARISH OF BELL COUNTY OF ASHBURNHAM  
TITLE DIAGRAM DP242825

FIRST SCHEDULE

BARBARA ANNE HERIOT  
JOHN STUART HERIOT  
AS JOINT TENANTS (T AQ162387)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND  
CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 AR783266 MORTGAGE TO BANK OF QUEENSLAND LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

SCHEDULE OF PARCELS

LOTS 1-2 IN DP242825.

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



FOLIO: 37/750133

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SEARCH DATE	TIME	EDITION NO	DATE
-----	-----	-----	-----
13/5/2024	4:06 PM	7	10/1/2022

LAND

----

LOT 37 IN DEPOSITED PLAN 750133  
AT MOLONG  
LOCAL GOVERNMENT AREA CABONNE  
PARISH OF BELL COUNTY OF ASHBURNHAM  
(FORMERLY KNOWN AS PORTION 37)  
TITLE DIAGRAM CROWN PLAN 527.1567

FIRST SCHEDULE

-----

BARBARA ANNE HERIOT  
JOHN STUART HERIOT  
AS JOINT TENANTS (T AQ162387)

SECOND SCHEDULE (2 NOTIFICATIONS)

-----

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND  
CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 AR783266 MORTGAGE TO BANK OF QUEENSLAND LIMITED

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

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

353615

PRINTED ON 13/5/2024



FOLIO: 2/111401

-----

SEARCH DATE	TIME	EDITION NO	DATE
-----	-----	-----	-----
13/5/2024	4:06 PM	8	10/1/2022

LAND

----

LOT 2 IN DEPOSITED PLAN 111401  
AT MOLONG  
LOCAL GOVERNMENT AREA CABONNE  
PARISH OF THE GAP COUNTY OF GORDON  
TITLE DIAGRAM DP111401

FIRST SCHEDULE

-----

BARBARA ANNE HERIOT  
JOHN STUART HERIOT  
AS JOINT TENANTS (T AQ162387)

SECOND SCHEDULE (2 NOTIFICATIONS)

-----

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND  
CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 AR783266 MORTGAGE TO BANK OF QUEENSLAND LIMITED

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

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

353615

PRINTED ON 13/5/2024





FOLIO: 6/34418

SEARCH DATE	TIME	EDITION NO	DATE
13/5/2024	4:06 PM	7	10/1/2022

LAND

LOT 6 IN DEPOSITED PLAN 34418  
AT MOLONG  
LOCAL GOVERNMENT AREA CABONNE  
PARISH OF THE GAP COUNTY OF GORDON  
TITLE DIAGRAM DP34418

FIRST SCHEDULE

BARBARA ANNE HERIOT  
JOHN STUART HERIOT  
AS JOINT TENANTS (T AQ162387)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 AR783266 MORTGAGE TO BANK OF QUEENSLAND LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

353615

PRINTED ON 13/5/2024






5718 April, 1972.

Chrysler John Carpenter  
of Carpenter Woodmen & Sons, Orange  
a Sumner registered under the Sumner Act, 1970 1971, Orange  
County that the survey represented in this plan a reversion and has  
been made by us  
understanding that the above mentioned parties at or residence  
the Survey's Prudence Inspectors, 1970, and the actual requirements  
of the Department of Lands and was established on  
12 November, 1971.  
Signed by Chrysler John Carpenter  
Turnover registered under the Sumner Act, 1970 1971.  
J.E.L. J.P.G.

[illegible]

Registered  27.4.1972  
Purpose Crown Grant Issue  
Ref No. Parish

NO. 4 N I C

PUBLIC RECORDS ACT, 1902  
PARISH BEIL  
LA. DISTRICT MOULDER  
Which of the said Road, 100 Yds

Each report is a copy of the original document and is made available to the public. The report is made available to the public.

~~Rechtsverhältnisse der Ehegatten~~

BOUNDARIES		
LINE	BEARING	DISTANCE
1	N 79° 10' E	257.6
2	S 20° 16' 20" E	545.5
3	S 80° 00' 25" E	116.9
4	S 86° 08' 25" E	314.6
5	S 92° 01' 05" E	110.6
6	S 23° 01' 25" E	222.3
7	N 72° 36' 30" E	610.9
8	S 3° 31' 30" E	272.8
9	N 75° 44' 45" E	255.5
10	N 26° 54' 25" E	363.7

REFERENCE MARKS			
CR	BLANKING	FEED	CLAMP
C	285° 51'	CLAMP	13-1
D	27° 14'	CLAMP	1-0
E	308° 08'	CLAMP	1-0
F	89° 05'	CLAMP	1-0
G	280° 44'	CLAMP	1-0
H	0° 05'	CLAMP	1-0

ACCEPTED PLAN  
Not checked in the  
Department of Lands  
106418 - 22

SCALE 5 CHAINS TO AN INCH

Cat. No. R 33103 - 141

\_\_\_\_\_



\_\_\_\_\_

**SUBJECT:** [REDACTED] / [REDACTED]  
[REDACTED] / [REDACTED]



## PLANNING CERTIFICATE

### Section 10.7(2)

Environmental Planning and Assessment Act 1979 (as amended)

<b>Applicant:</b>	<b>Commins Hendricks Solicitors PO Box 25 WAGGA WAGGA NSW 2650</b>	<b>Certificate No: 2024/333</b>
		<b>Date: 16 May 2024</b>
<b>Reference:</b>	<b>353615</b>	<b>Receipt No: 28080 \$67</b>
<b>Doc Id:</b>	<b>1692135</b>	

<b>Address of Property:</b>	<b>128 Norah Creek Road, Molong NSW 2866</b>
<b>Owner:</b>	<b>BA and JS Heriot</b>
<b>Land Description:</b>	<b>Lots 1 and 2 DP 242825, Lot 2 DP 111401, Lot 37 DP 750133 &amp; Lot 6 DP 34418</b>
<b>Council Assessment No:</b>	<b>A99014</b>
<b>Parish:</b>	<b>Bell</b>
<b>Area:</b>	<b>255.226 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 (Exempt and Complying Development Codes) 2008  
State Environmental Planning Policy (Housing) 2021  
State Environmental Planning Policy (Industry and Employment) 2021  
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  
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 Coal Mine Subsidence Compensation Act 2017?

No

#### **14. PAPER SUBDIVISION INFORMATION**

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

- (a) applies to the land, or
- (b) is proposed to be subject to a ballot.

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

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

Not applicable

#### **15. PROPERTY VEGETATION PLANS**

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 under the Biodiversity Conservation Act 2016?

No

#### **17. BIODIVERSITY CERTIFIED LAND**

Is the land biodiversity certified land under the Biodiversity Conservation Act 2016?

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 under the Trees (Disputes Between Neighbours) Act 2006?

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



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T Saxelby  
**Cadet Town Planner –  
Development Services**  
Date: 16/05/2024



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R Pamplin  
**Department Leader –  
Development Services**  
Date: 16/05/2024

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.

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 ▼ 34418

**Lot Number**

6

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](#).

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Approval	Issue Date	Expiry Date	Kind of Approval	Water Source or Floodplain Management Plan or Land Declared to be a FloodPlain	Water Management Zone	Status
<a href="#">80WA725335</a>	11-APR-2019		Basic Rights	Lachlan Fold Belt Mdb Groundwater Source		Current

Kind of Approval	Issue Date	Expiry Date	Approval Number	Status	Water Source
Basic Rights	11-APR-2019		80WA725335	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	140	Active	1	Lot 6, DP 34418	Whole Lot	1000247384	209272

### - Conditions

## Plan Conditions

Water sharing plan	NSW Murray Darling Basin Fractured Rock Groundwater Sources 2020
	<p><b>Water management works</b></p>
MW7040-00001	<p>The approval holder must ensure that the water supply work is constructed in such a way that ensures the following:</p> <ul style="list-style-type: none"> <li>A. the water supply work is situated in the location specified in the application for the water supply work,</li> <li>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,</li> <li>C. the water supply work is sealed off from all other water sources,</li> <li>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,</li> <li>E. construction and use of the water supply work prevents contamination of the aquifer and between aquifers, and</li> <li>F. construction and use of the water supply work prevents the flow of saline water between aquifers.</li> </ul>
MA7627-00001	<p>The water supply work authorised by this approval must only be used to take water for basic landholder rights.</p>

MW7053-00001	<p>The approval holder must ensure:</p> <p>A. the construction of the water supply work is completed within three years of the approval being granted, and</p> <p>B. the water supply work is not used unless construction is completed within three years of the approval being granted.</p>
MW7043-00001	<p>If contaminated water is encountered during the construction of the water supply work, the approval holder must do the following:</p> <p>A. notify the Minister within 48 hours of becoming aware of the contaminated water,</p> <p>B. take all reasonable steps to minimise contamination and environmental harm,</p> <p>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,</p> <p>D. place an impermeable seal in the borehole annulus when and as directed by the Minister, and</p> <p>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.</p> <p>This condition does not apply to a water supply work constructed for the purpose of monitoring or remediating contaminated water.</p>
	<p><b>Reporting</b></p>
MW3858-00002	<p>A. When a water supply work authorised by this approval is no longer to be used permanently, the approval holder must:</p> <p>i. notify the relevant licensor in writing of their intention to decommission the work at least 60 days before the start of decommissioning, and</p> <p>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</p> <p>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.</p> <p>B. Within 60 days of the work being decommissioned, the approval holder must notify the relevant licensor in writing:</p> <p>i. confirming that the work has been decommissioned, and</p> <p>ii. providing the name of the driller who decommissioned the work.</p>
MW7052-00001	<p>The approval holder must submit a completed Form A to the relevant licensor within 60 days:</p> <p>A. of completion of the construction of the water supply work, or</p> <p>B. after the issue of the water supply work approval if the approval is for the amendment of an existing water supply work.</p>
MW7042-00001	<p>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.</p>
MW6983-00004	<p>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.</p> <p>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</p>

## Other Conditions

### Water management works

DS2356-00001	The water supply work authorised by this approval must not be constructed within the hatched orange areas shown on the map attached to this approval.
DS2349-00001	<p>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:</p> <p>A. any adjoining public or crown road;</p> <p>B. any other person's land;</p> <p>C. any Crown land;</p> <p>D. any river, creek or watercourse or aquifer.</p>
DK2359-00008	<p>A. The water supply work authorised by this approval must be constructed in accordance with the Minimum Construction Requirements for Water Bores in Australia 2012, as amended or replaced from time to time.</p> <p>B. When a water supply work authorised by this approval is to be abandoned or replaced, the approval holder must:</p> <p>i. comply with the minimum requirements for decommissioning bores prescribed in the Minimum Construction Requirements for Water Bores in Australia 2012, as amended or replaced from time to time, and</p> <p>ii. notify the relevant licensor, Dubbo Office, in writing within sixty (60) days of decommissioning the work.</p>
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.
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.
DK0896-00001	The water supply work authorised by this approval must only be used to take water for the purposes of domestic consumption and stock watering.

### Monitoring and recording

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.
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DS5806-00001 The approval holder must undertake regular water quality monitoring to ensure water quality remains suitable for purpose over time.

**Reporting**

DK0165-00005 If a flowing aquifer is accidentally obtained while constructing the water supply work authorised by this approval:  
A. the approval holder must notify the relevant licensor, Dubbo Office, in writing within 24 hours, and  
B. the bore must be:  
i. lined with casing and cemented, and  
ii. a closing gear must be attached to the borehead in accordance with the Minimum Construction Requirements for Water Bores in Australia (2012), as amended or replaced from time to time, and  
C. water from the bore head must only be distributed by a closed pipeline system.

DK0889-00001 If during the construction of the water supply work(s) authorised by this approval an Aboriginal site is uncovered, the approval holder must:  
A. cease all construction operations immediately, and  
B. advise the relevant licensor's closest office in writing of the location and extent of the aboriginal site, and  
C. consult with the Office of Environment and Heritage and the Local Aboriginal Land Council, and  
D. obtain a written notice from the relevant licensor before resuming any construction on the site.

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