

## Contract for the sale of land – 2005 edition

TERM	MEANING OF TERM	
Vendor's agent	Raine & Horne Real Estate Agents Cnr Macquarie & Cobra Streets DUBBO NSW 2830	Ph: 6882 1755 Fax: 6884 2229 Ref: Michael Carolan
Co-agent		
Vendor	<b>BOOGADAH PARTNERSHIP PTY LIMITED</b> 60/170 South Creek Road DEE WHY NSW 2099	ACN <b>115 455 582</b> ABN <b>96 115 455 582</b>
Vendor's Solicitor	North & Badgery 155 Brisbane Street, Dubbo NSW 2830 (DX 4003 DUBBO)	Ph: (02) 6882 4044 Fax: (02) 6884 1799 Ref: Anne Hazelton
Completion date	35th	day after the contract date (clause 15)
Land	<b>LOT "HOMESTEAD GREEN", BUNNINYONG ROAD, DUBBO NSW 2830</b>	
(Address, plan details and title reference)	Lot: in DP: 1122245 Title reference: /1122245	
Improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Vacant Land	
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"/> blinds <input type="checkbox"/> curtains <input type="checkbox"/> clothes line <input type="checkbox"/> other:	<input type="checkbox"/> built-in wardrobes <input type="checkbox"/> light fittings <input type="checkbox"/> fixed floor coverings	<input type="checkbox"/> insect screens <input type="checkbox"/> dishwasher <input type="checkbox"/> range hood	<input type="checkbox"/> stove <input type="checkbox"/> pool equipment <input type="checkbox"/> TV antenna
Exclusions				
Purchaser				
Purchaser's solicitor			Ph:	
			Fax:	
			Ref:	
Price	\$			
Deposit	\$	(10% of the price, unless otherwise stated)		
Balance	\$			
Contract date	(if not stated, the date this contract was made)			

<b>Vendor</b>		<b>Witness</b>
	<b>GST AMOUNT (optional)</b> The price includes GST of: \$	

<b>Purchaser</b>	<input type="checkbox"/> JOINT TENANTS <input type="checkbox"/> tenants in common <input type="checkbox"/> in unequal shares	<b>Witness</b>
<b>Tax information (the parties promise this is correct as far as each party is aware)</b>		
<b>Vendor duty</b> is payable	<input checked="" type="checkbox"/> NO <input type="checkbox"/> yes in full <input type="checkbox"/> yes to an extent	
<b>Deposit</b> can be used to pay vendor duty	<input checked="" type="checkbox"/> NO <input type="checkbox"/> yes	
<b>Land tax</b> is adjustable	<input checked="" type="checkbox"/> NO <input type="checkbox"/> yes	
<b>GST:</b> Taxable supply	<input type="checkbox"/> NO <input checked="" type="checkbox"/> yes in full <input type="checkbox"/> yes to an extent	
Margin scheme will be used in making the taxable supply	<input checked="" type="checkbox"/> NO <input type="checkbox"/> yes	
This sale is not a taxable supply because (one or more of the following may apply) the sale is:		
<input type="checkbox"/> not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))		
<input type="checkbox"/> by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))		
<input type="checkbox"/> GST-free because the sale is the supply of a going concern under section 38-325		
<input type="checkbox"/> GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O		
<input type="checkbox"/> input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)		

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

## List of Documents

General	Strata or community title (clause 23 of the contract)
<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> 1 property certificate for the land</li> <li><input checked="" type="checkbox"/> 2 plan of the land</li> <li><input type="checkbox"/> 3 unregistered plan of the land</li> <li><input type="checkbox"/> 4 plan of land to be subdivided</li> <li><input type="checkbox"/> 5 document that is to be lodged with a relevant plan</li> <li><input checked="" type="checkbox"/> 6 section 149(2) certificate (Environmental Planning and Assessment Act 1979)</li> <li><input type="checkbox"/> 7 section 149(5) information included in that certificate</li> <li><input type="checkbox"/> 8 sewerage connections diagram</li> <li><input type="checkbox"/> 9 sewer mains diagram</li> <li><input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract</li> <li><input type="checkbox"/> 11 section 88G certificate (positive covenant)</li> <li><input type="checkbox"/> 12 survey report</li> <li><input type="checkbox"/> 13 section 317A certificate (certificate of compliance)</li> <li><input type="checkbox"/> 14 building certificate given under <i>legislation</i></li> <li><input type="checkbox"/> 15 insurance certificate (Home Building Act 1989)</li> <li><input type="checkbox"/> 16 brochure or note (Home Building Act 1989)</li> <li><input type="checkbox"/> 17 section 24 certificate (Swimming Pools Act 1982)</li> <li><input type="checkbox"/> 18 lease (with every relevant memorandum or variation)</li> <li><input type="checkbox"/> 19 other document relevant to tenancies</li> <li><input type="checkbox"/> 20 old system document</li> <li><input type="checkbox"/> 21 Crown tenure card</li> <li><input type="checkbox"/> 22 Crown purchase statement of account</li> <li><input type="checkbox"/> 23 Statutory declaration regarding <i>vendor duty</i></li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> 24 property certificate for strata common property</li> <li><input type="checkbox"/> 25 plan creating strata common property</li> <li><input type="checkbox"/> 26 strata by-laws not set out in <i>legislation</i></li> <li><input type="checkbox"/> 27 strata development contract or statement</li> <li><input type="checkbox"/> 28 strata management statement</li> <li><input type="checkbox"/> 29 leasehold strata - lease of lot and common property</li> <li><input type="checkbox"/> 30 property certificate for neighbourhood property</li> <li><input type="checkbox"/> 31 plan creating neighbourhood property</li> <li><input type="checkbox"/> 32 neighbourhood development contract</li> <li><input type="checkbox"/> 33 neighbourhood management statement</li> <li><input type="checkbox"/> 34 property certificate for precinct property</li> <li><input type="checkbox"/> 35 plan creating precinct property</li> <li><input type="checkbox"/> 36 precinct development contract</li> <li><input type="checkbox"/> 37 precinct management statement</li> <li><input type="checkbox"/> 38 property certificate for community property</li> <li><input type="checkbox"/> 39 plan creating community property</li> <li><input type="checkbox"/> 40 community development contract</li> <li><input type="checkbox"/> 41 community management statement</li> <li><input type="checkbox"/> 42 document disclosing a change of by-laws</li> <li><input type="checkbox"/> 43 document disclosing a change in a development or management contract or statement</li> <li><input type="checkbox"/> 44 document disclosing a change in boundaries</li> <li><input type="checkbox"/> 45 certificate under Management Act – section 109 (Strata Schemes) or section 26 (Community Land)</li> </ul>

**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

AGL Gas Networks Limited	Government Business & Government Procurement	Public Works Dept
Council	Heritage Office	Roads & Traffic Authority
County Council	Infrastructure Planning and Natural Resources	Rural Lands Protection Board
East Australian Pipeline Limited	Land & Housing Corporation	Sustainable Energy Development
Education & Training Dept	Mine Subsidence Board	Telecommunications authority
Electricity authority	Owner of adjoining land	Water, sewerage or drainage
Environment & Conservation Dept	Primary Industries Department	
Fair Trading	RailCorp	

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 1987 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it may become payable when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay stamp duty on this contract. The sale will also usually be a vendor duty transaction. If duty is not paid on time, a party may incur penalties.
7. If the purchaser agrees to the release of deposit any rights in relation to the land (for example, the rights mentioned in clause 2.8) may be subject to the rights of other persons such as the vendor's mortgagee.
8. The purchaser should arrange insurance as appropriate.

**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 or mediation (for example mediation under the Law Society Mediation Guidelines).

**AUCTIONS**

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

These are the Additional Conditions attached to Contract of Sale of Land dated the day of 200 made between **BOOGADAH PARTNERSHIP PTY LIMITED A.C.N. 115 455 582** (Vendor) of the one part and (Purchaser) of the other part

---

30. Not applicable

**31. WARRANTIES, ACKNOWLEDGEMENTS ETC.**

31.1 The provisions set out in this contract contain the entire agreement between the parties as at the date of this contract notwithstanding any:

- 31.1.1 negotiations or discussions held; or
- 31.1.2 documents signed or brochures produced,

prior to the date of this contract.

31.2 The parties agree that:

31.2.1 in entering into this contract the Purchaser has not relied upon any warranty or representation made by or any other conduct of the Vendor or any person on behalf of the Vendor except those that are expressly provided in this contract; and

31.2.2 the Purchaser is relying entirely upon his own enquiries relating to and inspection of the property.

31.3 Without limiting the generality of special condition 31.2 the Purchaser agrees that neither the Vendor nor anyone on behalf of the Vendor has made any representation or warranty upon which the Purchaser relies as to the fitness or suitability for any particular purpose of the property or of any financial return or income to be derived from the property.

**32. CAPACITY**

Without in any manner restricting any of the Vendor's other rights or remedies if the Purchaser (not being otherwise in default under this contract);

32.1 being an individual, dies or becomes incapable because of unsoundness of mind to manage his own affairs; or

32.2 being a company;

32.2.1 resolves to go into liquidation;

32.2.2 has a petition for its winding up presented and not withdrawn within thirty (30) days of presentation;

32.2.3 enters into any scheme of arrangement with its creditors under the relevant provisions of the Corporations Act, 2001 or any similar legislation; or

32.2.4 has a liquidator, provisional liquidator, receiver, receiver and manager or official manager of it appointed;

then the Vendor shall be entitled to rescind this contract and the provisions of clause 19 shall apply.

### 33. INVALIDITY AND CONSTRUCTION

- 33.1 If the whole or any part of a provision of this contract is invalid or unenforceable, the validity or enforceability of the remaining provisions is not affected.
- 33.2 If there is a conflict between these additional conditions and the printed provisions of this contract, these additional conditions prevail
- 33.3 Headings are inserted for convenience of reference only and should be ignored in the interpretation of this contract.

### 34. FOREIGN PERSONS

- 34.1 The Purchaser warrants that the provisions of the Foreign Acquisitions and Takeovers Act, 1975 requiring the obtaining of consent to this transaction do not apply to the Purchaser or this contract.
- 34.2 If there is a breach of this warranty the Purchaser must indemnify the Vendor in respect of any loss, damage, fine or legal costs incurred by the Vendor as a consequence.

35. Not applicable

36. Not applicable

### 37. NOTICE TO COMPLETE

It is hereby expressly agreed and declared that at any time after 3.00pm on the completion date referred to in this Contract either party shall be entitled to serve upon the other a Notice to Complete this Contract requiring the other party to complete within the period or upon the date as the notice may specify but not being less than fourteen (14) days from the date of service of that notice making the time for settlement of the essence of the Contract. The parties acknowledge that the time for settlement of the Contract therein specified shall be reasonable and of the essence of the Contract and the receiving party shall not be entitled to make any objection thereto. If the receiving party shall fail to comply with the notice the other party shall forthwith be entitled to terminate this Contract **PROVIDED** however that the sending party shall be at liberty at any time to withdraw the notice without prejudice to his continuing right to give any further notice.

**38 INTEREST**

- 38.1 If completion does not take place in accordance with clause 15;
- 38.1.1 the Purchaser must pay interest on the unpaid balance of the price at the rate of 10% per annum calculated daily from and including the completion date to but excluding the actual day of settlement;
- 38.1.2 the interest must be paid on completion;
- 38.1.3 the Vendor is not obliged to complete unless that interest is paid;and
- 38.1.4 interest payable pursuant to this additional condition is a genuine pre-estimate of the Vendor's loss as a result of the Purchaser's failure to complete in accordance with this contract.
- 38.2 The Purchaser need not pay interest under this additional condition for any period that the Purchaser's failure to complete is caused solely by the Vendor.

**39 CONFIDENTIALITY**

The Purchaser agrees to keep the terms of this Contract and particularly the price strictly confidential until completion. The Purchaser acknowledges the Vendor may suffer significant loss and damage if the Purchaser breaches the provisions of this additional condition.

**40 COUNCIL & WATER RATES**

- 40.1 If at completion no separate assessment for council and water and/or sewage rates for the property for the year current at completion has been issued the Purchaser agrees to accept **\$1500.00** as the amount payable for council and water and/or sewage rates for the property for the year current at completion and this amount shall be adjusted on completion in accordance with clause 14.
- 40.2 An adjustment under Special Condition 40.1 shall be on the basis that the amount being adjusted is paid.
- 40.3 If any adjustment is made under Special Condition 40.1 no regard shall be had to the actual assessment or assessments for Council and water and/or sewage rates which are subsequently issued for the property.
- 40.4 If an adjustment is made under Special Condition 40.1 the Vendor shall pay any assessment or assessments for Council and water and/or sewage rates which may be issued for the property for the year current at completion or any part thereof when that assessment or assessments issue.

#### 41 **LODGEMENT BY PURCHASER OF CAVEAT**

It is an essential term of this Contract that the Purchaser shall not lodge any caveat which has the effect of preventing or delaying registration of the Draft Plan, registration of any mortgage, registration of any discharge of mortgage, registration of any change of name, variation of mortgage, cancellation of any covenant, registration of any easement or right referred to in or contemplated by this Contract.

#### 42 **VARIATION OF THIS CONTRACT**

42.1 The following printed clauses in the standard form contract are amended as follows:

42.1.1 Clause 7.1.1 – substitute “1%” for “5%”

42.1.2 Clause 20.6.5 – delete and substitute the following:-

“20.6.5 *served* if it is sent by facsimile to the facsimile number of the other party’s Solicitor in which event service shall be deemed to have been effected when the transmission has been completed except in the following situations:

20.6.5.1 when the sender’s machine indicates a malfunction in transmission or the recipient immediately notifies the sender of any incomplete transmission service;or

20.6.5.2 the transmission is not received before 17.00 hours (recipient’s time) on a normal business day in which case service shall be deemed to be effected at 09.00 hours on the following business day”

#### 43 **DECLARATION OF INTEREST**

43.1 The Purchaser acknowledges that the Vendor has informed him that a Director of the Vendor’s Agent declares an interest in the Vendor.

#### 44 **PURCHASER’S FINANCE ARRANGEMENTS**

44.1 The Purchaser expressly acknowledges and represents to the Vendor that:-

44.1.1 prior to the date hereof the Purchaser has obtained approval for the financial assistance or loans as he may need to complete the Contract;

44.1.2 that financial assistance or loans are on reasonable terms and satisfaction to the Purchaser;and

44.1.3 the Purchaser acknowledges that the Vendor in entering into this Contract with the Purchaser is relying upon this representation in order

to enter into binding contractual and/or financial obligations (including but not limited to a Contract for the Purchase of real estate) after the date hereof and prior to its completion.

**45 SECTION 149 CERTIFICATE**

The Vendor certifies and warrants that the land referred to in the Section 149 Certificate attached to this Contract includes the land the subject of this Contract.

**46 SEWER MAINS DIAGRAM**

The Purchaser acknowledges that he is aware there is no sewer mains diagram available for the property. The Vendor warrants that all water sewage and drainage works have been or will be carried out at all times in accordance with the requirements of Dubbo City Council or any other consent authority.

**47 REQUISITIONS**

For the purposes of clause 5.1 the requisitions or general questions about the property or title:

47.1 must be in the form of the attached requisitions; and

47.2 are taken to be served upon the Vendor on the date hereof.

**48 BONDS OR GUARANTEES**

48.1 This additional condition applies if the Vendor has accepted a bond or guarantee as the deposit or as any part of the deposit.

48.2 If the bond or guarantee has an expiry date the purchaser must, if completion has not taken place at least 1 month before that expiry date, promptly serve a replacement bond or guarantee on the same terms and conditions as the original bond or guarantee except that the bond or guarantee must expire at least 6 months after that expiry date.

48.3 The obligations of the Purchaser under this additional condition are essential.

**49 LAND TAX**

No objection or requisition shall be made or taken by the Purchaser if on the date due for completion of this Contract the property is charged with a payment of Land Tax. In that event on completion the Purchaser shall accept a written undertaking from the Vendor that the Vendor shall pay all Land Tax due and owing on the property up to and including the Land Tax year current at the date of completion.

**50 DEPOSIT**

The Purchaser acknowledges that:

- 50.1 he is obliged to pay as a deposit 10% of the price of the Property ("Deposit");
- 50.2 if when making this contract, less than 10% of the deposit was, with the agreement of the Vendor paid; then
- 50.3 the balance of the Deposit shall be paid on or before the 36<sup>th</sup> day after the date of this Contract.

**51. COVENANT**

The Purchaser hereby warrants that they will covenant with the Vendor not to seek any contribution from the vendor for any fence that shall be erected on the lot to divide it from any adjoining lot owned by the vendor.

Pursuant to Clause 4.4 of the Contract, the Purchaser warrants they will submit a Transfer Including Covenant in the form annexed hereto and marked with the letter "A".

"H"  
**TRANSFER  
INCLUDING COVENANT**

Leave this space clear. Affix additional pages to the top left-hand corner.

New South Wales  
Real Property Act 1900

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

**STAMP DUTY**

Office of State Revenue use only
----------------------------------

(A) **TORRENS TITLE**

/1122245
----------

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and LLPN if any  Reference: <input style="width: 60%; border: none;" type="text"/>	<b>CODE</b>  <b>T</b>
-------------------------------	--	-----------------------------

(C) **TRANSFEROR**

BOOGADAH PARTNERSHIP PTY LIMITED ACN 115 455 582
--

(D)

The transferor acknowledges receipt of the consideration of \$ \_\_\_\_\_ and as regards the land specified above transfers to the transferee an estate in fee simple

(E)

and the TRANSFEEEE covenants with the TRANSFEROR as set out in schedule 1 hereto.

(F)

Encumbrances (if applicable):

(G) **TRANSFEEEE**

TENANCY:
----------

H) **DATE**

I) Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation:  
Authority:

Signature of authorised person:

Name of authorised person:  
Office held:

Signature of authorised person:

Name of authorised person:  
Office held:

I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

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

Signature of witness:

Signature of Transferee:

Name of witness:  
Address of witness:

(J) SCHEDULE 1 TO TRANSFER:

(K) Dated:

From: BOOGADAH PARTNERSHIP PTY LIMITED ACN 115 455 582

To:

(L) Land benefited by covenant: /1122245 & /1122245

Land burdened by covenant: /1122245

(M) Terms of the covenant:

The Transferee hereby covenants with the Transferor to the intent that the burden of this covenant may run with and bind the land hereby conveyed and every part thereof during the ownership or holding of any adjoining lot by Boogadah Partnership Pty Ltd. its successors or assigns other than purchasers on sale, that no fence shall be erected on the lot to divide same from such adjoining lots without the consent of Boogadah Partnership Pty Ltd but such consent shall not be withheld if such fence is erected without cost to Boogadah Partnership Pty Ltd its successors or assigns other than purchasers on sale and provided that such consent shall be deemed to have been given in respect of every fence for the time being erected without cost to Boogadah Partnership Pty Ltd.

(N) Signature of witness:

Signature of transferor:

Signature of witness:

Signature of transferee:

## RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: BOOGADAH PARTNERSHIP PTY LIMITED  
Purchaser:  
Property: LOT "HOMESTEAD GREEN" BUNINYONG ROAD, DUBBO NSW 2830  
Dated:

---

### Possession & Tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3. (a) What are the nature and provisions of any tenancy or occupancy?  
(b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.  
(c) Please specify any existing breaches.  
(d) All rent should be paid up to or beyond the date of completion.  
(e) Please provide details of any bond together with the Rental Bond Board's reference number.  
(f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 1987*:
  - (a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?
  - (b) have any orders been made by the Residential Tenancies Tribunal? If so, please provide details.

### Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances.
7. On or before completion, any mortgage or caveat must be discharged or withdrawn (as the case may be) or an executed discharge or withdrawal handed over on completion.
8. When and where may the title documents be inspected?
9. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

### Adjustments

10. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
11. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
  - (a) to what year has a return been made?
  - (b) what is the taxable value of the property for land tax purposes for the current year?

### Survey & Building

12. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
13. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
14. (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?  
(b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?  
(c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.  
(d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.  
(e) In respect of any residential building work carried out in the last 7 years:
  - (i) please identify the building work carried out;
  - (ii) when was the building work completed?
  - (iii) please state the builder's name and licence number;
  - (iv) please provide details of insurance under the *Home Building Act 1989*.

15. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?
- (a) *Act 1993*, please provide details.
  - (b) are there any outstanding notices or orders?
- 16.
- (a) To whom do the boundary fences belong?
  - (b) Are there any party walls?
  - (c) If the answer to (b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
  - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
  - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

**Affectations**

17. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
18. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
  - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
  - (c) any latent defects in the property?
19. Has the vendor any notice or knowledge that the property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
  - (b) any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
  - (c) any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?
  - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
  - (e) any realignment or proposed realignment of any road adjoining the property?
  - (f) any contamination?
- 20.
- (a) Does the property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
  - (b) If so, do any of the connections for such services pass through any adjoining land?
  - (c) Do any service connections for any other property pass through the property?
21. Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property?

**Capacity**

22. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.



# Morris Hayes & Edgar

**LPI On-Line**

Phone: (02) 9232 2411

**Morris Hayes & Edgar hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act.**

Information provided through Tri-Search an approved LPI/NSW Information Broker

 LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH
 

---

 FOLIO: /1122245
 

---

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
13/2/2008	12:38 PM	1	29/1/2008

 LAND
 

---

LOT 35 IN DEPOSITED PLAN 1122245  
 AT DUBBO  
 LOCAL GOVERNMENT AREA DUBBO  
 PARISH OF DUBBO COUNTY OF LINCOLN  
 TITLE DIAGRAM DP1122245

 FIRST SCHEDULE
 

---

BOOGADAH PARTNERSHIP PTY LIMITED

 SECOND SCHEDULE (12 NOTIFICATIONS)
 

---

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 DP649983 EASEMENT TO DRAIN SEWAGE 2 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 3 DP1050512 EASEMENT TO DRAIN WATER VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 DP1050512 EASEMENT FOR DRAINAGE OF SEWAGE 2 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 AC916568 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED
- 6 DP1122245 EASEMENT TO DRAIN SEWAGE 2 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 7 DP1122245 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (3) IN THE S.88B INSTRUMENT
- 8 DP1122245 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (4) IN THE S.88B INSTRUMENT
- 9 DP1122245 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (5) IN THE S.88B INSTRUMENT
- 10 DP1122245 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (6) IN THE S.88B INSTRUMENT
- 11 DP1122245 POSITIVE COVENANT REFERRED TO AND NUMBERED (7) IN THE S.88B INSTRUMENT
- 12 DP1122245 POSITIVE COVENANT REFERRED TO AND NUMBERED (10) IN THE S.88B INSTRUMENT

 NOTATIONS
 

---

UNREGISTERED DEALINGS: NIL