



RURAL CONVEYANCING CHECK LIST

(at time of advising on the Contract with the client)

Date of attendance:

RE:

(names of clients)

		Yes	No
1.	Description of Property being purchased, including if applicable stock, plant, growing crops and water		
2.	Purchase Price:		
	\$..... (includes GST)		
	Lump sum OR	<input type="radio"/>	<input type="radio"/>
	Calculated on a per hectare/acre basis	<input type="radio"/>	<input type="radio"/>
	Apportionment of land, house, buildings, water, stock and plant (remember stamp duty exemptions for water and farming stock and plant)	<input type="radio"/>	<input type="radio"/>
	Depreciation Schedule of Plant and Equipment	<input type="radio"/>	<input type="radio"/>
3.	Registered for GST (if applicable)	<input type="radio"/>	<input type="radio"/>
	Sold as NOT an enterprise that the Vendor carries on	<input type="radio"/>	<input type="radio"/>
	Sold as vendor who is not required to be registered	<input type="radio"/>	<input type="radio"/>
	Sold as Taxable supply	<input type="radio"/>	<input type="radio"/>
	Is GST included in purchase price OR	<input type="radio"/>	<input type="radio"/>
	Is GST added to purchase price	<input type="radio"/>	<input type="radio"/>
	Margin scheme to be applied	<input type="radio"/>	<input type="radio"/>
	Tax Invoice to be provided on settlement	<input type="radio"/>	<input type="radio"/>
	Sold as Going Concern	<input type="radio"/>	<input type="radio"/>
	Sold as Farm Land	<input type="radio"/>	<input type="radio"/>
4.	Has deposit been paid - direct to agent OR	<input type="radio"/>	<input type="radio"/>
	Provided by purchaser OR	<input type="radio"/>	<input type="radio"/>
	To be collected prior to exchange OR	<input type="radio"/>	<input type="radio"/>
	Deposit Bond - provided herewith	<input type="radio"/>	<input type="radio"/>
5.	Taking as:		
	<input type="radio"/> Joint Tenants		
	<input type="radio"/> Tenants in Common in equal shares		



		Yes	No
6.	Collect evidence of identity for each client to satisfy Office of State Revenue (OSR) and Land and Property Information (LPI) current requirements e.g. Drivers Licence, Passport, Birth Certificate etc.		
	OSR requirements satisfied and identity confirmed	<input type="radio"/>	<input type="radio"/>
	LPI requirements satisfied and identity confirmed	<input type="radio"/>	<input type="radio"/>
	Is the purchaser 'foreign':		
	for ATO purposes	<input type="radio"/>	<input type="radio"/>
	for FIRB purposes	<input type="radio"/>	<input type="radio"/>
	for OSR purposes	<input type="radio"/>	<input type="radio"/>
7.	Identify land being purchased and confirm area	<input type="radio"/>	<input type="radio"/>
8.	Identify access to the property	<input type="radio"/>	<input type="radio"/>
9.	Does a creek/river form a boundary of the property	<input type="radio"/>	<input type="radio"/>
10.	Acting for both parties	<input type="radio"/>	<input type="radio"/>
	ASCR rule 11.3 complied with (client aware and informed consent)	<input type="radio"/>	<input type="radio"/>
11.	Date for Completion/...../.....		
	Interest payable if not settled on due date:%		
12.	Vacant possession to be available on settlement OR	<input type="radio"/>	<input type="radio"/>
	Subject to existing tenancy	<input type="radio"/>	<input type="radio"/>
	Is property already vacant	<input type="radio"/>	<input type="radio"/>
	Is property share farmed	<input type="radio"/>	<input type="radio"/>
	Is property leased	<input type="radio"/>	<input type="radio"/>
	Is the residence on the property leased	<input type="radio"/>	<input type="radio"/>
	Is the cottage(s) on the property leased	<input type="radio"/>	<input type="radio"/>
	If applicable has notice to vacate by completion date been served on lessee/sharefarmer/tenant	<input type="radio"/>	<input type="radio"/>
	Remind to carry out inspection prior to settlement	<input type="radio"/>	<input type="radio"/>
	Is purchaser going to live in the property	<input type="radio"/>	<input type="radio"/>
	If yes, <input type="radio"/> Immediately or shortly following settlement <input type="radio"/> at a later date This is used for completing address for service of notices on e-NOS		
13.	Time of essence	<input type="radio"/>	<input type="radio"/>
14.	Details of items in the Second Schedule	<input type="radio"/>	<input type="radio"/>
15.	Minister's Consent required	<input type="radio"/>	<input type="radio"/>
16.	Remedies of Vendor and purchaser in default	<input type="radio"/>	<input type="radio"/>



	Yes	No
17. Time for adjustment of rates etc. On settlement/...../..... OR from occupation/...../.....		
18. Freehold/Old System/Present Title (whether or not any monies due to the Crown, e.g. unpaid purchase monies, are to be paid on settlement)/Crown Lands/Leasehold		
Has an Application to purchase/convert Crown Lands been made by Vendor	<input type="radio"/>	<input type="radio"/>
Is any money owing by the Vendor to the Crown for an Incomplete Purchase	<input type="radio"/>	<input type="radio"/>
19. Further Notices to be the responsibility of the Purchaser whilst Vendor is to comply with notices to date	<input type="radio"/>	<input type="radio"/>
20. Is purchaser aware of any outstanding charges (other than rates) i.e. rabbits, noxious weeds etc.	<input type="radio"/>	<input type="radio"/>
21. Is residence new/off the plan/never lived in	<input type="radio"/>	<input type="radio"/>
22. Is purchaser aware of any building works having been done within the last 7 years? If so:		
Works carried out	<input type="radio"/>	<input type="radio"/>
Date:/...../.....		
Value of works: \$		
Council approval obtained	<input type="radio"/>	<input type="radio"/>
Owner-builder permit	<input type="radio"/>	<input type="radio"/>
Insurance under <i>Home Building Act 1989</i> obtained	<input type="radio"/>	<input type="radio"/>
23. Is a swimming pool included	<input type="radio"/>	<input type="radio"/>
Certificate of Compliance	<input type="radio"/>	<input type="radio"/>
Pool registered	<input type="radio"/>	<input type="radio"/>
Occupation certificate	<input type="radio"/>	<input type="radio"/>
Certificate of Non-compliance	<input type="radio"/>	<input type="radio"/>
24. Are solar panels included in the sale	<input type="radio"/>	<input type="radio"/>
Does the NSW Solar Bonus Scheme apply (ends 31/12/16)	<input type="radio"/>	<input type="radio"/>
If so, can this be assigned to the purchaser	<input type="radio"/>	<input type="radio"/>
Is there any other energy buy back arrangement in place	<input type="radio"/>	<input type="radio"/>
25. Purchasers are buying property as is and in its present condition and state of repair		
26. Zoning:		
<input type="radio"/> RU1 - Primary Production	<input type="radio"/> RE2 - Private Recreation	
<input type="radio"/> R1 - General Residential	<input type="radio"/> SP2 - Infrastructure	
<input type="radio"/> RE1 - Public Recreation	<input type="radio"/> R5 - Large Lot Residential	
<input type="radio"/> E1 - National Parks and Nature Reserves	<input type="radio"/> IN1 - General Industrial	
<input type="radio"/> E3 - Environmental Management	<input type="radio"/> RU3 - Forestry	
<input type="radio"/> B2 - Local Centre		



		Yes	No
26.	Proposed use to which property is to be put:		
	Existing residence	<input type="radio"/>	<input type="radio"/>
	Existing farming activities	<input type="radio"/>	<input type="radio"/>
	Building a house	<input type="radio"/>	<input type="radio"/>
	Develop	<input type="radio"/>	<input type="radio"/>
	Purpose:		
	and if applicable, purchaser to check with Council	<input type="radio"/>	<input type="radio"/>
	but realise the need to lodge a Development Application with Council	<input type="radio"/>	<input type="radio"/>
27.	Drainage Diagram OR septic		
	Has Septic system been inspected by Council	<input type="radio"/>	<input type="radio"/>
	Has Septic system been registered by Council (if required)	<input type="radio"/>	<input type="radio"/>
	Is evidence of registration held by Vendor?	<input type="radio"/>	<input type="radio"/>
28.	Insurance - remind purchaser		
29.	Taking as fenced and note the position if the vendor owns other adjoining land		
	Is the Vendor aware of fencing dispute	<input type="radio"/>	<input type="radio"/>
30.	Is there a Survey Report annexed to Contract	<input type="radio"/>	<input type="radio"/>
	Is there a building Certificate annexed to Contract	<input type="radio"/>	<input type="radio"/>
	Is there an occupation certificate annexed to Contract	<input type="radio"/>	<input type="radio"/>
		Yes	NR*
31.	Survey Certificate	<input type="radio"/>	<input type="radio"/>
	Section 149(D) Building Certificate	<input type="radio"/>	<input type="radio"/>
	Pest Report - obtained and satisfied	<input type="radio"/>	<input type="radio"/>
	Electricity Report - obtained and satisfied	<input type="radio"/>	<input type="radio"/>
	Building Report - obtained and satisfied	<input type="radio"/>	<input type="radio"/>
	Soil Tests to grow crops etc - obtained and satisfied	<input type="radio"/>	<input type="radio"/>
	Chemical Residue - obtained and satisfied	<input type="radio"/>	<input type="radio"/>
	Livestock Diseases - Ovine/Bovine Johnes disease etc - obtained and satisfied	<input type="radio"/>	<input type="radio"/>
	Plant Diseases and Pests - obtained and satisfied	<input type="radio"/>	<input type="radio"/>
	Noxious Weeds - obtained and satisfied	<input type="radio"/>	<input type="radio"/>
	Noxious Animals and Insects - obtained and satisfied	<input type="radio"/>	<input type="radio"/>
	Land Use Planning - obtained and satisfied	<input type="radio"/>	<input type="radio"/>
	Mining and Mineral Exploration - obtained and satisfied	<input type="radio"/>	<input type="radio"/>
	AGL Energy Limited	<input type="radio"/>	<input type="radio"/>
	Council	<input type="radio"/>	<input type="radio"/>

*Not Required



	Yes	NR*
31. County Council	<input type="radio"/>	<input type="radio"/>
East Australian Pipeline Pty Limited	<input type="radio"/>	<input type="radio"/>
Department of Education and Training	<input type="radio"/>	<input type="radio"/>
Australian Energy Regulator	<input type="radio"/>	<input type="radio"/>
Office of Environment and Heritage	<input type="radio"/>	<input type="radio"/>
NSW Fair Trading	<input type="radio"/>	<input type="radio"/>
NSW Department of Finance, Services and Innovation	<input type="radio"/>	<input type="radio"/>
Office of Environment and Heritage	<input type="radio"/>	<input type="radio"/>
Infrastructure Planning and Natural Resources	<input type="radio"/>	<input type="radio"/>
NSW Land and Housing Corporatio	<input type="radio"/>	<input type="radio"/>
Mine Subsidence Board	<input type="radio"/>	<input type="radio"/>
Owner of adjoining land	<input type="radio"/>	<input type="radio"/>
NSW Department of Primary Industries	<input type="radio"/>	<input type="radio"/>
Transport for NSW	<input type="radio"/>	<input type="radio"/>
Public Works Advisory	<input type="radio"/>	<input type="radio"/>
Roads and Maritime Services	<input type="radio"/>	<input type="radio"/>
NSW Local Land Services	<input type="radio"/>	<input type="radio"/>
NSW Department of Industry - Resources and Energy	<input type="radio"/>	<input type="radio"/>
Telecommunications authority	<input type="radio"/>	<input type="radio"/>
Water, sewerage or drainage authority	<input type="radio"/>	<input type="radio"/>
Other	<input type="radio"/>	<input type="radio"/>
	Yes	No
32. Is a Water Access Licence (WAL) included in the purchase	<input type="radio"/>	<input type="radio"/>
Any subdivision of WAL required	<input type="radio"/>	<input type="radio"/>
Any bores included in the purchase	<input type="radio"/>	<input type="radio"/>
33. Are any Crown Roads (Enclosure Permits) included in the purchase	<input type="radio"/>	<input type="radio"/>
Has an Application to Purchase the Enclosure Permit been made by Vendor	<input type="radio"/>	<input type="radio"/>
34. Registered for Land Tax (normally not applicable to rural land) But remember the necessity for vendor to provide current Section 47 Certificate (Land Tax) to the Purchasers Solicitors at least 14 days prior to settlement – keep a watching brief on OSR website as to any changes	<input type="radio"/>	<input type="radio"/>
35. Cooling Off Period – applies	<input type="radio"/>	<input type="radio"/>
Purchasers agree to waive cooling off period (normally not applicable for rural land)	<input type="radio"/>	<input type="radio"/>

*Not Required



	Yes	No
36. Finance Approved	<input type="radio"/>	<input type="radio"/>
Letter of Offer - received/approved/signed	<input type="radio"/>	<input type="radio"/>
Lending Institution		
Contact Name		
Telephone Number		
37. Client Service Agreement signed and handed to client	<input type="radio"/>	<input type="radio"/>
38. Stamp Duty on Contract and Transfer		
\$..... paid		
NB - Stamp duty is also payable on GST if applicable		
Bank cheque in favour of OSR - OR	<input type="radio"/>	<input type="radio"/>
Private cheque in favour of Solicitors Trust A/c allowing sufficient time to clear		
If delayed settlement - must be paid within 3 months of exchange		
NSW New Home Grant Scheme and First Home Owner Grant (New Homes)	<input type="radio"/>	<input type="radio"/>
Does a grant apply? Check OSR website for eligibility requirements		
39. Complying Smoke Alarms	<input type="radio"/>	<input type="radio"/>
40. Foreign resident capital gains tax withholding:		
Clearance certificate in contract for every vendor	<input type="radio"/>	<input type="radio"/>
If not, explain withholding tax obligations		
41. Instructions to exchange. If no, why?	<input type="radio"/>	<input type="radio"/>
42. Any other terms of Sale	<input type="radio"/>	<input type="radio"/>

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