

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	First National Real Estate Bowral (ACN 005 942 192) 3/373 Bong Bong Street, Bowral NSW 2576 Email: reece@fnbowlral.com.au;sarah@fnbowlral.com.au	Ref: Reece Woods
co-agent		
vendor	Maruza Ninochka Todorcevski 13 Herald Drive, Bowral NSW 2576	
vendor's solicitor	DGB Lawyers The Civic, Level 1 102, 40 Stewart Street, Wollongong NSW 2500 PO Box 366, Wollongong NSW 2520 Email: warrenb@dgblaw.com.au	Phone: 02 4229 5699 Ref: WB:CT:20250428
date for completion	42nd day after the contract date (clause 15)	
land (address, plan details and title reference)	13 Herald Drive, Bowral NSW 2576 Lot 117 in Deposited Plan 1227641 Folio Identifier 117/1227641	
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies	
improvements	<input checked="" type="checkbox"/> HOUSE <input checked="" 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: Tennis Pavillion, Tennis Court, Barn	
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 checked="" type="checkbox"/> air conditioning	<input checked="" type="checkbox"/> clothes line	<input type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood
	<input checked="" type="checkbox"/> blinds	<input type="checkbox"/> curtains	<input checked="" type="checkbox"/> insect screens	<input checked="" type="checkbox"/> solar panels
	<input checked="" type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input type="checkbox"/> pool equipment	<input checked="" type="checkbox"/> TV antenna
	<input checked="" type="checkbox"/> other: Shed, garage remotes, tesla powerwall, 2 x inverters, electric security gates, ring security, inground 100kl water tank, irrigation system			
exclusions	Dining room chandelier, large metal fire pit			
purchaser				
purchaser's solicitor				
price	\$			
deposit	\$ _____	(10% of the price, unless otherwise stated)		
balance	\$			
contract date	(if not stated, the date this contract was made)			

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

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

buyer's agent

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

SIGNING PAGE

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

Choices

Vendor agrees to accept a **deposit-bond** NO yes

Nominated Electronic Lodgement 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* (GST residential withholding payment) NO yes (if yes, vendor must provide details)

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

List of Documents

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 checked="" type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)	<input type="checkbox"/> 39 strata renewal plan
<input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)	<input type="checkbox"/> 40 leasehold strata - lease of lot and common property
<input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)	<input type="checkbox"/> 41 property certificate for neighbourhood property
<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	<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 checked="" 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
Home Building Act 1989	<input type="checkbox"/> 57 information certificate under Community Land Management Act 2021
<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	Other
Swimming Pools Act 1992	<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 SCHEME RECORDS – Name, address, email address and telephone number

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

<p>APA Group Australian Taxation Office Council County Council Department of Planning and Environment Department of Primary Industries Electricity and gas Land and Housing Corporation Local Land Services</p>	<p>NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority</p>
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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 served 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"> ● the issuer; ● the expiry date (if any); and ● the amount;
<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 by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th 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"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *servicing* 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 *servicing* 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 *servicing* 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 *servicing* 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 *servicing* 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 *servicing* 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.

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33. INCONSISTENCY BETWEEN CLAUSES

If there is any inconsistency between any of these special conditions and clauses 1 to 32 of this Contract, then the provisions of the following clauses shall prevail.

34. AMENDMENTS AND ALTERATIONS

34.1 Amendments to the printed conditions

The printed conditions of this Contract are amended as follows:

- (a) clause 7.1.1 is deleted;
- (b) clause 14.4.2 is deleted.

34.2 Alterations to the Contract

The parties authorise their respective *solicitor* or any employee of the same firm as the *solicitor* to alter this Contract up until the Contract date. Any such alterations will be binding.

35. ACKNOWLEDGMENT AND WARRANTIES

35.1 Definitions

- (a) For the purposes of this clause *authority* means:
 - (i) any government in any jurisdiction;
 - (ii) any provider of public utility services; and
 - (iii) any other person, authority, or body having jurisdiction, rights, powers, duties or responsibilities over the *property* or any part of it.

35.2 Inspection

Before signing this Contract, the Purchaser acknowledges that it has had an opportunity to inspect the *property*.

35.3 Purchaser's warranties

- (a) Without limiting clause 10.1, the Purchaser warrants that it has not relied on any warranty or representation made by the Vendor or anyone representing the Vendor about:
 - (i) the nature, quality and condition of the *property*;
 - (ii) the suitability for any use or purpose of the *property*;
 - (iii) the rights attaching to or affecting the *property*;
 - (iv) the viability, profitability or potential (including development potential) of the *property*;
 - (v) the value of the *property*;
 - (vi) the zoning of and planning restrictions on the *property*;
 - (vii) the presence in or on the *property* of asbestos or any other hazardous substance or contaminant;
 - (viii) the boundaries, description or area of the *property*;
 - (ix) any permissions, consents and approvals required from any relevant *authority* for the construction of any part of the improvements being obtained or complied with;
 - (x) any consents, approvals, permits or licences desirable or required to be held for the present use of the *property* being granted by any *authority*;
 - (xi) the *property* complying with all applicable laws, notices or orders; or
 - (xii) any other matter which has or may have an effect on the *property* or the yield from the *property*.
- (b) The Purchaser warrants that it accepts the *property* in its present condition and state of repair and subject to all defects, dilapidations and infestations (if any) whether latent or patent.

35.4 Purchaser's rights

The Purchaser may not make a claim or *requisition*, delay completion, *rescind* or *terminate* for any of the matters referred to in clause 35.3, including:

- (a) any roof or surface water drainage being connected to the sewer;
- (b) the existence or non-existence of any easement or right affecting or benefiting the *property* for any service that passed through another *property* or any service for another *property* that passes through the *property*;

- (c) any loss, damage, dilapidation, infestation, defect (latent or patent) or mechanical breakdown or wear and tear that affects the *property* between exchange and completion; or
- (d) the presence in or on or migration to or from the *property* of any hazardous substance or contaminant.

35.5 Vendor's warranty and representation

The Vendor makes no warranty or representation about any matters relating to the *property* described in clause 35.3.

36. ANNEXURES TO CONTRACT

- 36.1 The Vendor makes no warranty or representation as to the correctness or completeness of any of the documents annexed to this Contract.
- 36.2 The Purchaser cannot make any *requisition* or claim or *rescind* or *terminate* in respect of anything referred to or disclosed in any of the documents.

37. NOTICE TO COMPLETE

37.1 Period of notice

If a party is entitled to *serve* a notice to complete, the parties agree that 14 days (ending at any time) after the date of service of the notice is a reasonable period to complete.

37.2 Time essential

Service of the notice to complete makes time of the essence.

37.3 Withdrawal of notice

A notice to complete may be withdrawn before the expiration of the period without prejudicing a party's right to *serve* a further notice.

37.4 Costs

If the Vendor has issued a notice to complete, an additional sum of \$330.00 (plus GST) on account of the Vendor's additional legal expenses incurred is payable by the Purchaser on completion, being an essential term of the Contract.

38. INTEREST FOR LATE COMPLETION

38.1 Completion of this Contract

If this Contract is not completed by the completion date, the Purchaser must pay:

- (a) interest to the Vendor on completion on the balance of the purchase price (including any unpaid deposit amounts) and any other amount payable on completion by the Purchaser to the Vendor calculated daily at 10% per annum from the completion date up to and including the date completion occurs; and
- (b) the sum of \$330.00 (plus GST) for the Vendor's additional legal expenses associated with the Purchaser's failure to complete by the completion date.

38.2 Vendor's delay

The Purchaser is not required to pay interest or costs under this clause 38 for any period that the Purchaser's failure to complete is caused solely by the Vendor.

38.3 Essential term

The obligation to pay interest and costs on completion is an essential term of this Contract.

39. SELLING AGENT

- 39.1 The Purchaser warrants that it was not introduced to the *property* directly or indirectly by any agent other than the Vendor's agent (if any) disclosed in this Contract.
- 39.2 The Purchaser indemnifies the Vendor against any claim for commission and all costs incurred by the Vendor arising out of or in connection with a breach of this warranty.

40. RESCISSION

40.1 If either party:

- (a) is a corporation and before settlement:
 - (i) it enters into a scheme;
 - (ii) an order is made to wind up the Purchaser;

- (iii) a liquidator, administrator or official manager is appointed in respect of the Purchaser;
 - (iv) a mortgagee enters into possession of all or a substantial part of the assets of the Purchaser;
 - (v) it is deemed by any relevant legislation to be insolvent or unable to pay its debts; or
 - (vi) a receiver, receiver and manager or agent of a mortgagee is appointed to all or a substantial part of the assets of the Purchaser,
- the other party may *rescind* this Contract; or
- (b) is an individual who before completion:
 - (i) dies;
 - (ii) becomes mentally ill; or
 - (iii) is declared bankrupt,
 the other party may *rescind* this Contract.

41. NO MERGER AND SURVIVAL

- 41.1 A party's right or obligation which is of a continuing nature or which is not fully satisfied and discharged on completion of any transaction contemplated by this Contract:
- (a) does not merge on completion of that transaction;
 - (b) continues in favour of the party to which it is owed; and
 - (c) remains in full effect.

42. ENTIRE AGREEMENT

- 42.1 This Contract:
- (a) records the entire agreement between the parties; and
 - (b) supersedes all previous negotiations, understandings, representations and agreements,
- in relation to the subject matter of this Contract.

43. BUILDING CERTIFICATE

- 43.1 The Vendor does not have a building certificate issued under section 149D of the *Environmental Planning and Assessment Act 1979* (NSW) for the improvements on the *property*.
- 43.2 The Purchaser may not have the *property* inspected for the purposes of obtaining a building certificate.
- 43.3 The Purchaser may not make a claim or *requisition*, delay completion, *rescind* or *terminate* because the Purchaser does not obtain a building certificate for the *property* before completion.

44. PAYMENT OF DEPOSIT

- 44.1 The Purchaser must pay the full 10% deposit as follows:
- 44.1.1 as to the sum of \$ on or before the making of this Contract; and
 - 44.1.2 as to the balance of the 10% deposit on or before the completion date or on demand by the Vendor,
- and in each respect time is essential.
- 44.2 The Vendor will only be entitled to make a demand for payment of the balance of the deposit if the Purchaser is in default in an essential respect of their obligations under the terms of this Contract.
- 44.3 If the Purchaser fails to pay the balance of deposit after demand or if the Vendor is entitled to keep or recover the deposit then the Vendor may recover the balance of the deposit as a liquidated debt.

45. GUARANTEE

- 45.1 In consideration of the vendor entering into this agreement with the purchaser the directors of the purchaser jointly and severally hereby guarantee to the vendor the due and punctual performance and observance by the purchaser of its obligations under this agreement and

hereby indemnify and shall keep indemnified the vendor from and against all losses, damages, liabilities, costs and expenses of whatsoever nature accruing to the vendor resulting or arising from any failure by the purchaser to perform or observe any of the obligations on its part to be performed or observed. The guarantee herein contained shall be a continuing guarantee and shall not be abrogated, prejudiced or discharged by any waiver by the vendor or by any other matter or thing whatsoever and shall be deemed to constitute a principal obligation between the guarantor and the vendor.

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and 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.
 - (g) Has the vendor or the tenant of the premises taken any steps to seek any benefit or protection under any law enacted in response to the COVID-19 pandemic? If so, please provide details of the steps taken and of the progress or outcome of any negotiations or hearing.
 - (h) Has there been any application for land tax relief or residential tenancy support payment? If so, please provide details.
4. Is the Property affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the *Residential Tenancies Act 2010* (NSW))? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010* (NSW):
 - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
 - (b) have any orders been made by the NSW Civil and Administrative 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 and notations.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Property Securities Act 2009* (Cth)? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

Adjustments

10. All outgoing referred to in clause 14.1 and 23.5 to 23.7 (inclusive) 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?
12. If any land tax certificate or property tax status certificate under the *Property Tax (First Home Buyer Choice) Act 2022* (NSW) shows a charge for land tax or property tax on the land, the vendor must produce evidence at completion that the charge is no longer effective against the land.

Survey and building

13. Subject to the Contract, the 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.
14. 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.
15.
 - (a) Have the provisions of the *Local Government Act 1993* (NSW), the *Environmental Planning and Assessment Act 1979* (NSW) 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 Information Certificate or 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 (as referred to in the former Section 109C of the

Environmental Planning and Assessment Act 1979 (NSW)) or an Occupation Certificate as referred to in Section 6.4 of the *Environmental Planning and Assessment Act 1979 (NSW)* 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 or any alternative indemnity product under the *Home Building Act 1989 (NSW)*.
- (f) Have any actions been taken, including the issuing of any notices or orders, relating to any building or building works under the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020 (NSW)* or have any undertakings been given by any developer under that Act? Any outstanding obligations should be satisfied by the vendor prior to completion.
- 16.
- (a) 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?
 - (b) Is there any planning agreement or other arrangement referred to in Section 7.4 of the *Environmental Planning and Assessment Act 1979 (NSW)*, (registered or unregistered) affecting the Property? If so please provide details and indicate if there are any proposals for amendment or revocation?
17. If a swimming pool is included in the sale:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details or the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 18.
- (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to Requisition 18(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 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)*?
- Affectations/Benefits**
- 19.
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use affecting or benefiting the Property other than those disclosed in the Contract? If a licence benefits the Property please provide a copy and indicate:
 - (i) whether there are any existing breaches by any party to it;
 - (ii) whether there are any matters in dispute; and
 - (iii) whether the licensor holds any deposit, bond or guarantee.
 - (b) In relation to such licence:
 - (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
 - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.
20. 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?
21. 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) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material including cladding?
22. If the Property is a building or part of a building to which external combustible cladding has been applied, has the owner provided to the Planning Secretary details of the building and the external combustible cladding and is the building recorded in the Register maintained by the Secretary?
- 23.
- (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?
24. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to prevent the enjoyment of any rights appurtenant to the Property?

Capacity

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

Requisitions and transfer

26. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) should be served on the purchaser at least 5 business days prior to completion.
27. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any *GSTRW* payment.
28. If any document created for completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
29. Searches, surveys and enquiries must prove satisfactory.
30. The purchaser reserves the right to make further requisitions prior to completion.
31. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.

Off the plan contract

32. If the Contract is an off the plan contract:
- (a) Is the vendor aware of any inaccuracy in the disclosure statement attached to the Contract? If so, please provide particulars.
 - (b) The vendor should before completion serve on the purchaser a copy of the registered plan and any document that was registered with the plan.
 - (c) Please provide details, if not already given, of the holding of the deposit or any instalment as trust or controlled monies by a real estate agent, licensed conveyancer or law practice.
 - (d) Has any developer provided to the Secretary of the Department of Customer Services an expected completion notice under the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) in relation to the Property? If so, when was it made?
 - (e) The vendor should provide an occupation certificate as referred to in Section 6.4 of the *Environmental Planning and Assessment Act 1979* (NSW) for all buildings or structures on the Property.



FOLIO: 117/1227641

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
28/5/2025	9:06 AM	3	13/4/2017

LAND

LOT 117 IN DEPOSITED PLAN 1227641
 AT BOWRAL
 LOCAL GOVERNMENT AREA WINGECARRIBEE
 PARISH OF MITTAGONG COUNTY OF CAMDEN
 TITLE DIAGRAM DP1227641

FIRST SCHEDULE

MARUZA NINOCCHKA TODORCEVSKI (T AM307756)

SECOND SCHEDULE (15 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 J836092 RIGHT OF WAY 10.06 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE PART(S) SHOWN SO BURDENED IN DP631367
- 3 L638975 RIGHT OF CARRIAGEWAY 6.095 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE PART(S) SHOWN SO BURDENED IN DP631367
- 4 DP709664 RIGHT OF CARRIAGEWAY VARIABLE WIDTH REFERRED TO AND NUMBERED (1) IN THE S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP1163429 RIGHT OF CARRIAGEWAY 20 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 6 DP1163429 POSITIVE COVENANT
- 7 DP1189022 POSITIVE COVENANT REFERRED TO AND NUMBERED (9) IN THE S.88B INSTRUMENT
- 8 DP1189022 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (10) IN THE S.88B INSTRUMENT
- 9 DP1189022 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (14) IN THE S.88B INSTRUMENT
- 10 DP1189022 POSITIVE COVENANT REFERRED TO AND NUMBERED (18) IN THE S.88B INSTRUMENT
- 11 DP1227641 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (6) IN THE S.88B INSTRUMENT
- 12 DP1227641 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (7) IN THE S.88B INSTRUMENT
- 13 DP1227641 POSITIVE COVENANT REFERRED TO AND NUMBERED (9) IN THE S.88B INSTRUMENT
- 14 DP1227641 POSITIVE COVENANT REFERRED TO AND NUMBERED (10) IN THE S.88B INSTRUMENT

END OF PAGE 1 - CONTINUED OVER

FOLIO: 117/1227641

PAGE 2

SECOND SCHEDULE (15 NOTIFICATIONS) (CONTINUED)

15 DP1227641 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (11) IN THE S.88B INSTRUMENT

NOTATIONS

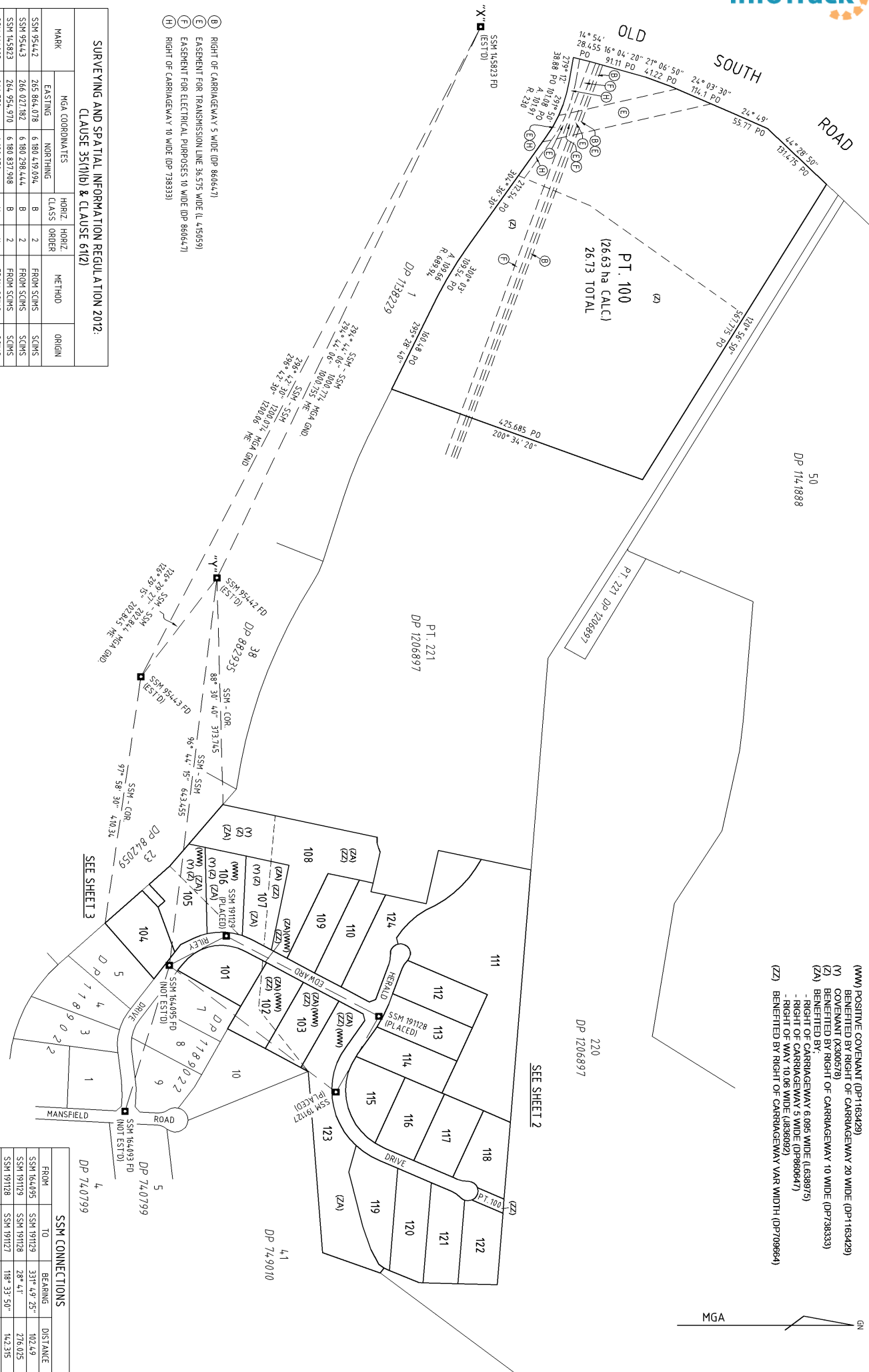
UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

20250428...

PRINTED ON 28/5/2025

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



- (MM) POSITIVE COVENANT (DP1163429)
- (N) BENEFITED BY RIGHT OF CARRIAGEWAY 20 WIDE (DP1163429)
- (N) COVENANT (K200978)
- (Z) BENEFITED BY RIGHT OF CARRIAGEWAY 10 WIDE (DP738333)
- (Z) BENEFITED BY:
 - RIGHT OF CARRIAGEWAY 6.095 WIDE (L638975)
 - RIGHT OF CARRIAGEWAY 5 WIDE (DP860647)
 - RIGHT OF WAY 10.06 WIDE (L636992)
 - BENEFITED BY RIGHT OF CARRIAGEWAY VAR WIDTH (DP709664)

- (B) RIGHT OF CARRIAGEWAY 5 WIDE (DP 866647)
- (E) EASEMENT FOR TRANSMISSION LINE 36.575 WIDE (L 415059)
- (F) EASEMENT FOR ELECTRICAL PURPOSES 10 WIDE (DP 866647)
- (H) RIGHT OF CARRIAGEWAY 10 WIDE (DP 738333)

SURVEYING AND SPATIAL INFORMATION REGULATION 2012:
CLAUSE 35(1)(b) & CLAUSE 6(12)

MARK	MGA COORDINATES		HORIZ. CLASS	HORIZ. ORDER	METHOD	ORIGIN
	EASTING	NORTHING				
SSM 95442	265 864.078	6 180 419.094	B	2	FROM SCMS	SCMS
SSM 95443	266 027.182	6 180 238.444	B	2	FROM SCMS	SCMS
SSM 164923	264 954.970	6 180 837.908	B	2	FROM SCMS	SCMS
SSM 164093	266 750	6 180 270	U	U	FROM SCMS	SCMS
SSM 164095	266 501	6 180 343	U	U	FROM SCMS	SCMS
SSM 19127	266 712.305	6 180 608.085	U	U	CAOASTRAL TRAVERSE	SCMS
SSM 19128	266 587.295	6 180 676.14	U	U	CAOASTRAL TRAVERSE	SCMS
SSM 19129	266 554.79	6 180 433.945	U	U	CAOASTRAL TRAVERSE	SCMS

SOURCE: MGA COORDINATES SUPPLIED BY LAND AND PROPERTY INFORMATION NSW SCMS DATED 2/8/2016
 MEAN COMBINED SCALE FACTOR = 1.000167 ZONE 56

SMS CONNECTIONS

FROM	TO	BEARING	DISTANCE
SSM 164095	SSM 19129	331° 49' 25"	102.49
SSM 19129	SSM 19128	28° 47'	276.025
SSM 19128	SSM 19127	188° 33' 50"	14.2316
SSM 19127	SSM 164095	218° 19' 50"	337.12
SSM 164095	SSM 164093	106° 18' 15"	250.745

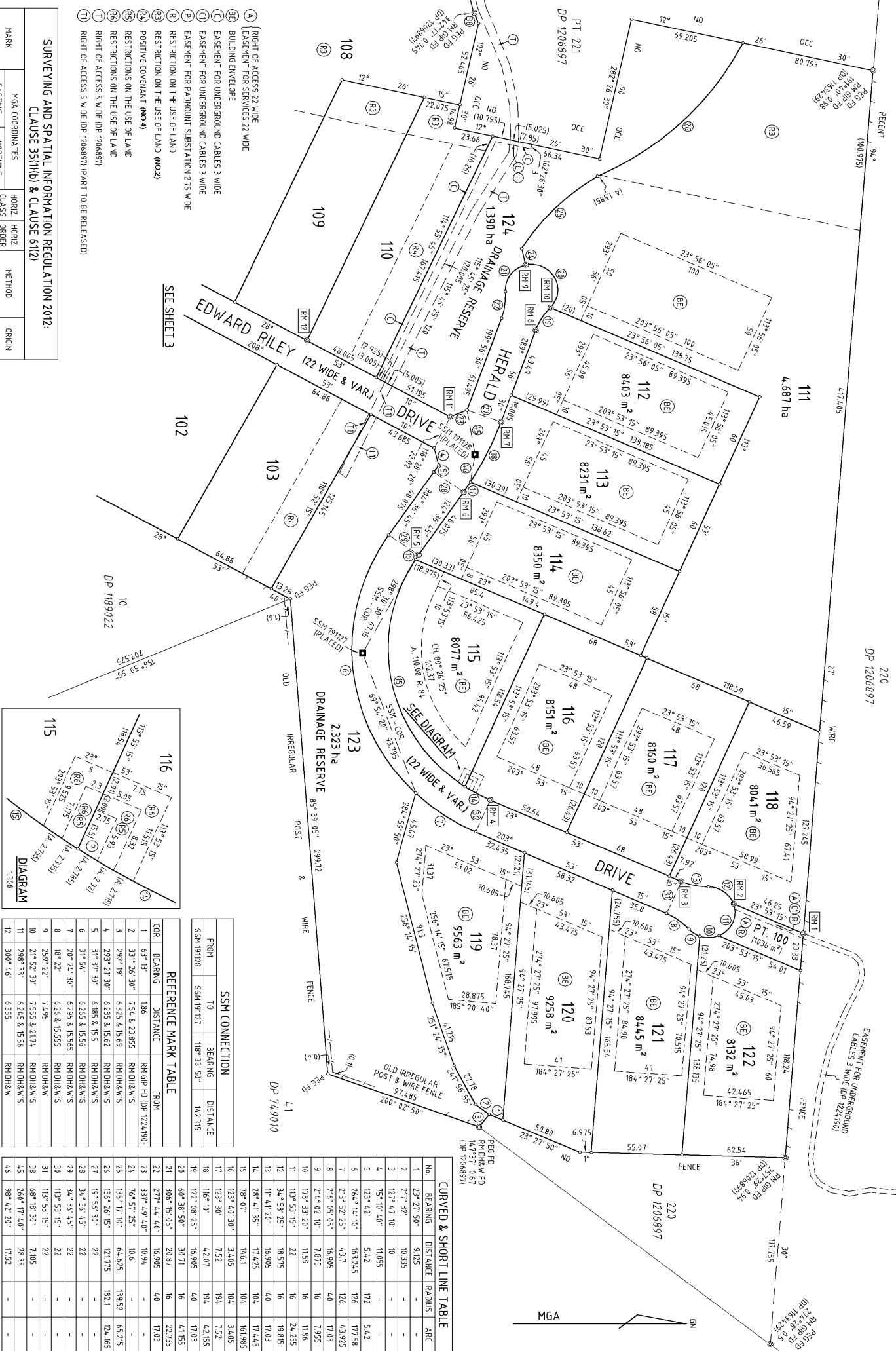
Surveyor: RICHARD R. COX
 Date of Survey: 16/9/2016
 Surveyors Reference: 1414452

PLAN OF SUBDIVISION OF
 LOT 222 DP 1206897

L.G.A.: WINGECARRIBEE
 Locality: BOWRAL
 Subdivision No.: 15/0495-03
 Lengths are in metres Reduction Ratio 1:4000

Registered
 1.02.2017

DP1227641



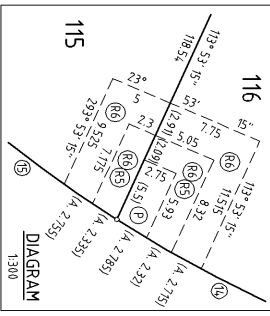
- (A) RIGHT OF ACCESS 2.2 WIDE
- (B) EASEMENT FOR SERVICES 2.2 WIDE
- (C) BUILDING ENVELOPE
- (D) EASEMENT FOR UNDERGROUND CABLES 3 WIDE
- (E) EASEMENT FOR UNDERGROUND CABLES 3 WIDE
- (F) EASEMENT FOR UNDERGROUND CABLES 3 WIDE
- (G) EASEMENT FOR UNDERGROUND CABLES 3 WIDE
- (H) RESTRICTION ON THE USE OF LAND (NO 2)
- (I) RESTRICTION ON THE USE OF LAND
- (J) RESTRICTION ON THE USE OF LAND
- (K) RESTRICTIONS ON THE USE OF LAND
- (L) RESTRICTIONS ON THE USE OF LAND
- (M) RESTRICTIONS ON THE USE OF LAND
- (N) RIGHT OF ACCESS 5 WIDE (DP 1206897)
- (O) RIGHT OF ACCESS 5 WIDE (DP 1206897) (PART TO BE RELEASED)

SEE SHEET 3

SURVEYING AND SPATIAL INFORMATION REGULATION 2012:
 CLAUSE 35(1)(b) & CLAUSE 6(12)

MARK	MGA COORDINATES	HORIZ. CLASS	HORIZ. ORDER	METHOD	ORIGIN
SSM 19127	746 712.205	U	U	CADASTRAL TRAVERSE	
SSM 19128	746 587.295	U	U	CADASTRAL TRAVERSE	

SOURCE: MGA COORDINATES SUPPLIED BY LAND AND PROPERTY INFORMATION NSW SCHEM. DATED 2/8/2016
 MEAN COMBINED SCALE FACTOR = 1.000161 ZONE 56



FROM	TO	BEARING	DISTANCE
SSM 19128	SSM 19127	118° 33' 50"	142.315

COR.	BEARING	DISTANCE	FROM
1	63° 13'	186	RH GIP ED (DP 1224190)
2	331° 26' 30"	75.4 & 23.855	RH D&W'S
3	292° 19'	6.275 & 15.62	RH D&W'S
4	293° 21' 30"	6.285 & 15.62	RH D&W'S
5	31° 37' 30"	6.85 & 15.5	RH D&W'S
6	31° 56'	6.265 & 15.56	RH D&W'S
7	20° 24' 30"	6.295 & 15.565	RH D&W'S
8	18° 22'	6.26 & 15.555	RH D&W'S
9	259° 22'	7.495	RH D&W'S
10	21° 57' 30"	7.555 & 21.74	RH D&W'S
11	298° 33'	6.245 & 15.56	RH D&W'S
12	300° 46'	6.355	RH D&W'S

No.	BEARING	DISTANCE	RADIUS	ARC
1	2° 27' 50"	9.25	-	-
2	27° 32'	10.335	-	-
3	127° 47' 10"	10	-	-
4	175° 10' 40"	11.055	-	-
5	123° 42'	5.42	112	5.42
6	264° 14' 10"	16.345	126	17.758
7	213° 57' 25"	4.37	126	4.3925
8	216° 05' 05"	16.905	16	17.03
9	214° 02' 10"	7.875	16	7.955
10	178° 33' 20"	11.59	16	11.86
11	113° 53' 15"	2.2	16	2.255
12	34° 58' 25"	18.515	16	18.815
13	11° 41' 20"	16.905	16	17.03
14	28° 41' 35"	17.425	104	17.445
15	78° 07'	14.61	104	16.1985
16	123° 40' 30"	3.405	104	3.405
17	123° 30'	7.52	194	7.52
18	116° 10'	42.07	194	42.555
19	122° 08' 25"	16.905	4.0	17.03
20	60° 38' 50"	30.71	16	41.155
21	306° 15' 05"	20.87	16	22.735
22	277° 44' 40"	16.905	4.0	17.03
23	331° 49' 40"	10.94	-	-
24	76° 57' 25"	10.6	-	-
25	195° 11' 10"	64.625	139.52	65.715
26	196° 26' 15"	121.715	182.1	124.165
27	19° 56' 30"	22	-	-
28	34° 36' 45"	22	-	-
29	34° 36' 45"	22	-	-
30	113° 53' 15"	22	-	-
31	113° 53' 15"	22	-	-
38	68° 18' 30"	7.105	-	-
45	260° 17' 40"	28.35	-	-
46	98° 42' 20"	11.52	-	-

Surveyor: RICHARD R. COX
 Date of Survey: 16/9/2016
 Surveyors Reference: 1414452

PLAN OF SUBDIVISION OF
 LOT 222 DP 1206897

L.G.A.: WINGECARRIBEE
 Locality: BOWRAL
 Subdivision No.: 15/0495-03
 Lengths are in metres. Reduction Ratio 1:1500

Registered
 1 Oct 2017

DP1227641

- (B) BUILDING ENVELOPE
- (C) EASEMENT FOR UNDERGROUND CABLES 3 WIDE
- (D) EASEMENT TO DRAIN WATER 5 WIDE
- (E) RIGHT OF CARRIAGEWAY 20 WIDE (DP 163429)
- (F) EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (DP 189022)
- (G) RIGHT OF ACCESS & EASEMENT FOR SERVICES VARIABLE WIDTH (DP 189022)
- (H) RESTRICTION ON THE USE OF LAND (DP 189022) (NO.2)
- (I) RESTRICTION ON THE USE OF LAND (DP 189022) (NO.8)
- (J) RESTRICTION ON THE USE OF LAND (NO.2)
- (K) POSITIVE COVENANT (NO.4)
- (L) RIGHT OF ACCESS 5 WIDE (DP 1206897) (PART TO BE RELEASED)
- (M) EASEMENT FOR SERVICES 1 WIDE (DP 189022)

CURVED & SHORT LINE TABLE

No.	BEARING	DISTANCE	RADIUS	ARC
32	18° 38' 20"	70.505	77	73.235
33	320° 44'	36.54	77	38.89
34	126° 57' 25"	13.015	-	-
35	340° 34' 40"	21.335	99	21.375
36	3° 09' 45"	55.995	99	56.675
37	24° 13' 30"	16.09	99	16.11
38	68° 18' 30"	7.05	99	7.19
39	82° 45' 10"	17.71	35.5	17.9
40	188° 53' 10"	22	-	-
41	64° 23' 30"	22	-	-
42	216° 57' 20"	22	-	-
43	187° 45' 15"	30.355	-	-
44	39° 50' 20"	38.8	-	-
47	230° 26' 20"	38.815	-	-
48	137° 55' 10"	32.92	-	-

SSM CONNECTIONS

FROM	TO	BEARING	DISTANCE
SSM 164095	SSM 19129	33° 49' 25"	102.49
SSM 19129	SSM 19128	28° 41'	276.025
SSM 19128	SSM 19127	118° 33' 50"	142.215
SSM 19127	SSM 164095	218° 19' 50"	337.12

REFERENCE MARK TABLE

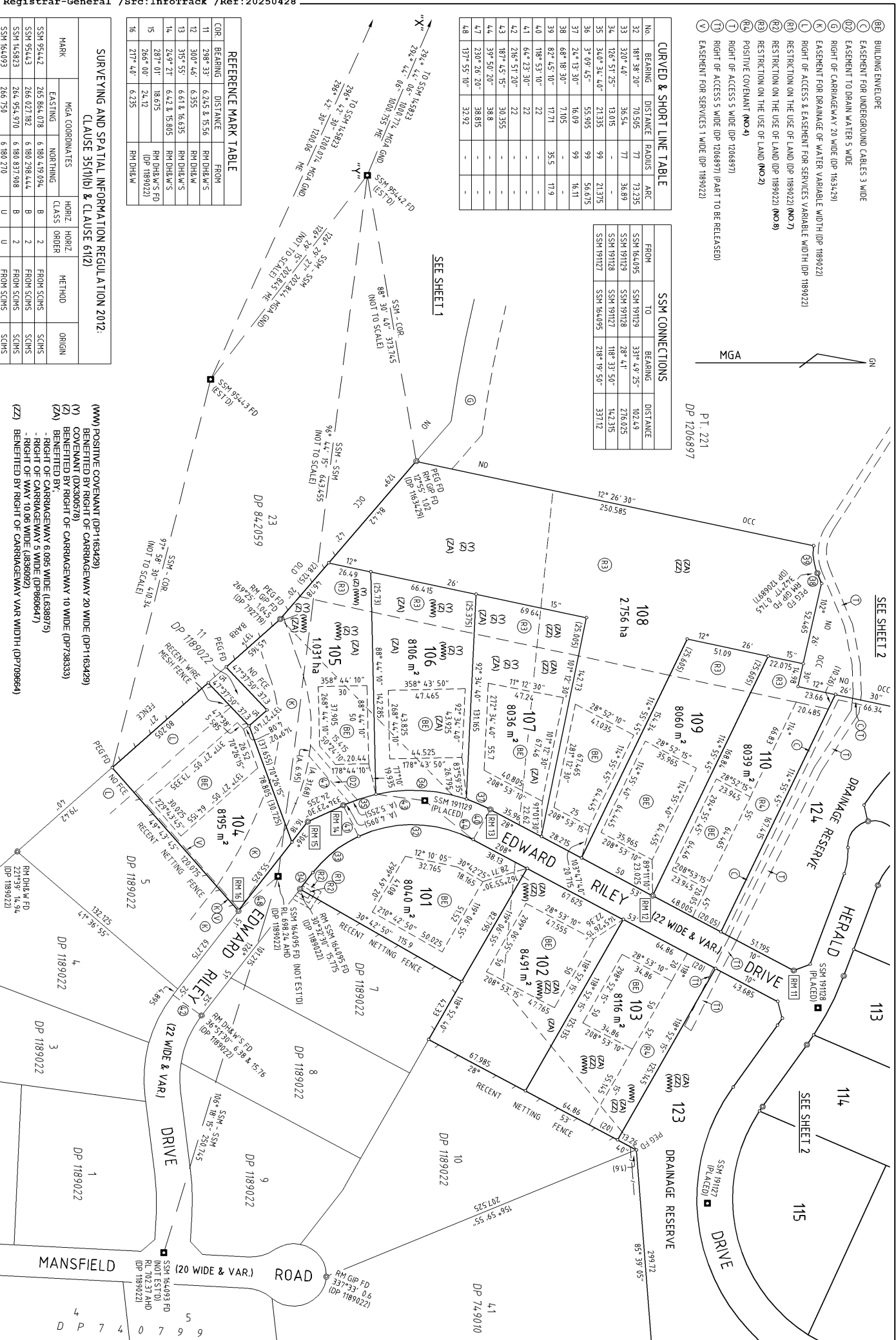
COR.	BEARING	DISTANCE	FROM
11	288° 33'	6.245 & 15.56	RM DHRM'S
12	300° 46'	6.355	RM DHRM'S
13	315° 55'	6.61 & 16.935	RM DHRM'S
14	249° 21'	6.42 & 15.805	RM DHRM'S
15	287° 01'	18.675	RM DHRM'S (D)
16	217° 40'	6.235	RM DHRM'S

SURVEYING AND SPATIAL INFORMATION REGULATION 2012:
 CLAUSE 35(1)(b) & CLAUSE 61(2)

MARK

MARK	NGA COORDINATES	HORIZ CLASS	HORIZ ORDER	METHOD	ORIGIN	
SSM 95442	265 964 078	6 180	4 19 994	B	2	FROM SCMS
SSM 95443	265 964 078	6 180	4 19 994	B	2	FROM SCMS
SSM 95443	265 964 078	6 180	4 19 994	B	2	FROM SCMS
SSM 95443	265 964 078	6 180	4 19 994	B	2	FROM SCMS
SSM 164095	266 150	6 180	4 20	U	U	FROM SCMS
SSM 164095	266 150	6 180	4 20	U	U	FROM SCMS
SSM 164095	266 150	6 180	4 20	U	U	FROM SCMS
SSM 19129	266 541 79	6 180	4 33 945	U	U	CAUSTAL TRAVERSE

SOURCE: NGA COORDINATES SUPPLIED BY LAND AND PROPERTY INFORMATION NSW SCMS DATED 2/8/2016
 MEAN COMBINED SCALE FACTOR = 1.000167 ZONE 56

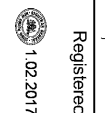


(WM) POSITIVE COVENANT (DP1163429)
 BENEFITTED BY RIGHT OF CARRIAGEWAY 20 WIDE (DP1163429)
 (Y) COVENANT (DX300578)
 (Z) BENEFITTED BY RIGHT OF CARRIAGEWAY 10 WIDE (DP738333)
 (ZA) BENEFITTED BY:
 - RIGHT OF CARRIAGEWAY 6.095 WIDE (L638975)
 - RIGHT OF CARRIAGEWAY 5 WIDE (J638982)
 - RIGHT OF WAY 10.06 WIDE (J638984)
 (ZZ) BENEFITTED BY RIGHT OF CARRIAGEWAY VAR WIDTH (DP709884)

Surveyor: RICHARD R. COX
 Date of Survey: 16/9/2016
 Surveyors Reference: 1414452

PLAN OF SUBDIVISION OF
 LOT 222 DP 1206897

L.G.A.: WINGECARRIBEE
 Locality: BOWRAL
 Subdivision No.: 15/0495-03



DP1227641


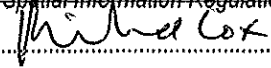
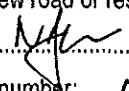
PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 4 sheet(s)


<p>Registered:  1.02.2017</p> <p>Title System: TORRENS</p> <p>Purpose: SUBDIVISION</p>	<p>Office Use Only</p> <h1 style="margin: 0;">DP1227641</h1> <p>Office Use Only</p>
<p>PLAN OF SUBDIVISION OF LOT 222</p> <p>DP 1206897</p>	<p>LGA: WINGECARRIBEE</p> <p>Locality: BOWRAL</p> <p>Parish: MITTAGONG</p> <p>County: CAMDEN</p>
<p>Crown Lands NSW / Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>	<p style="text-align: center;">Survey Certificate</p> <p>I, RICHARD R COX</p> <p>of 15 BUNDAROO STREET, BOWRAL NSW 2576.....</p> <p>a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on</p> <p>*(b) The part of the land shown in the plan (excluding Pt 100) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on, 16/9/2016 the part not surveyed was compiled in accordance with that Regulation.</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>.</p> <p>Signature:  Dated: 23/9/16</p> <p>Surveyor ID: 876</p> <p>Datum Line: "X - Y".....</p> <p>Type: *Urban /*Rural</p> <p>The terrain is *Level-Undulating /*Steep-Mountainous.</p> <p>* Strike through if inapplicable.</p> <p>^ Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>
<p style="text-align: center;">Subdivision Certificate</p> <p>I, <u>Nicholas Wilton</u></p> <p>*Authorised Person /*General Manager /*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: </p> <p>Accreditation number: <u>N/A</u></p> <p>Consent Authority: <u>Wingecarrabee Shire Council</u></p> <p>Date of endorsement: <u>8 December 2016</u></p> <p>Subdivision Certificate number: <u>15/0495.03</u></p> <p>File number: <u>15/0495</u></p> <p>* Strike through if inapplicable.</p>	<p>Plans used in the preparation of survey / compilation:</p> <p style="text-align: center;">DP 1163429 DP 1189022 DP 1206897 DP 1224190</p> <p style="text-align: center;">If space is insufficient continue on PLAN FORM 6A</p>
<p>Statements of intention to dedicate public roads, public reserves and drainage reserves.</p> <p>IT IS INTENDED TO DEDICATE:-</p> <p>THE EXTENSION OF EDWARD RILEY DRIVE AND HERALD DRIVE TO THE PUBLIC AS PUBLIC ROAD</p> <p>LOTS 123 & 124 AS DRAINAGE RESERVE</p>	<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>
<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	<p>Surveyor's Reference: 14145-2</p>

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet(s)

Registered:  1.02.2017

Office Use Only

Office Use Only

DP1227641

PLAN OF SUBDIVISION OF
 LOT 222 DP 1206897

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) SSI Regulation 2012
 - Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
 - Signatures and seals- see 195D Conveyancing Act 1919
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number:15/0495.03.....

Date of Endorsement:8 December 2016.....

Lot	Street number	Street name	Street type	Locality
100	N/A			
101	8	EDWARD RILEY	DRIVE	BOWRAL
102	10	EDWARD RILEY	DRIVE	BOWRAL
103	12	EDWARD RILEY	DRIVE	BOWRAL
104	26	MANSFIELD	ROAD	BOWRAL
105	11	EDWARD RILEY	DRIVE	BOWRAL
106	13	EDWARD RILEY	DRIVE	BOWRAL
107	15	EDWARD RILEY	DRIVE	BOWRAL
108	17	EDWARD RILEY	DRIVE	BOWRAL
109	19	EDWARD RILEY	DRIVE	BOWRAL
110	21	EDWARD RILEY	DRIVE	BOWRAL
111	1	HERALD	DRIVE	BOWRAL
112	3	HERALD	DRIVE	BOWRAL
113	5	HERALD	DRIVE	BOWRAL
114	7	HERALD	DRIVE	BOWRAL
115	9	HERALD	DRIVE	BOWRAL
116	11	HERALD	DRIVE	BOWRAL
117	13	HERALD	DRIVE	BOWRAL
118	15	HERALD	DRIVE	BOWRAL
119	2	HERALD	DRIVE	BOWRAL
120	4	HERALD	DRIVE	BOWRAL
121	6	HERALD	DRIVE	BOWRAL
122	8	HERALD	DRIVE	BOWRAL
123	N/A			
124	N/A			



Wingecarribee Shire Council
 by its authorised delegate pursuant
 to s.378 Local Government Act 1993
 Nick Wilton

If space is insufficient use additional annexure sheet


Surveyor's Reference: 14145-2

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet(s)

Registered:  1.02.2017

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DP1227641

PLAN OF SUBDIVISION OF
 LOT 222 DP 1206897

This sheet is for the provision of the following information as required:
 • A schedule of lots and addresses - See 60(c) SSI Regulation 2012
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 • Signatures and seals- see 195D Conveyancing Act 1919
 • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number:15/0995.03.....

Date of Endorsement:8 Decem.ber 2016.....

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED IT IS INTENDED TO CREATE :-

1. EASEMENT TO DRAIN WATER 5 WIDE (D2)
2. RESTRICTION ON THE USE OF LAND (R3)
3. POSITIVE COVENANT (R4)
4. POSITIVE COVENANT
5. RESTRICTIONS ON THE USE OF LAND
6. RESTRICTIONS ON THE USE OF LAND
7. RESTRICTION ON THE USE OF LAND
8. RESTRICTION ON THE USE OF LAND
9. POSITIVE COVENANT
10. POSITIVE COVENANT
11. RESTRICTIONS ON THE USE OF LAND (BE)
12. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (P)
13. RESTRICTIONS ON THE USE OF LAND (R5)
14. RESTRICTIONS ON THE USE OF LAND (R6)
15. EASEMENT FOR UNDERGROUND CABLES 3 WIDE (C1)
16. RIGHT OF ACCESS 22 WIDE (A)
17. EASEMENT FOR SERVICES 22 WIDE (A)
18. RESTRICTION ON THE USE OF LAND (R)
19. EASEMENT FOR UNDERGROUND CABLES 3 WIDE (C)
20. RESTRICTION ON THE USE OF LAND

IT IS INTENDED TO RELEASE:

1. ^{PARTIAL RELEASE OF} RIGHT OF ACCESS 5 WIDE (DP 1206897) (T1)
2. EASEMENT FOR UNDERGROUND CABLES 3 WIDE (DP 1189022)
3. RIGHT OF ACCESS 10 WIDE (DP 1189022)
4. EASEMENT FOR SERVICES 10 WIDE (DP 1189022)
5. ^{PARTIAL RELEASE OF} RIGHT OF ACCESS VAR WIDTH (DP 1189022)
6. ^{PARTIAL RELEASE OF} EASEMENT FOR SERVICES VAR WIDTH (DP 1189022)



Wingecarribee Shire Council
 by its authorised delegate pursuant
 to s.378 Local Government Act 1993
 Nick Wilton

If space is insufficient use additional annexure sheet


Surveyor's Reference: 14145-2

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 4 of 4 sheet(s)

Office Use Only

Registered:  1.02.2017

PLAN OF SUBDIVISION OF LOT 222
 DP 1206897

Subdivision Certificate number: 15/0495-03

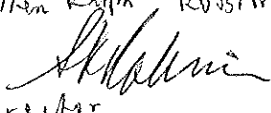
Date of Endorsement: 8 Dec 2016

Office Use Only


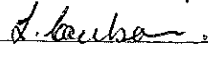
DP1227641


This sheet is for the provision of the following information as required:


- A schedule of lots and addresses - See 60(c) SSI Regulation 2012
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- Signatures and seals- see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

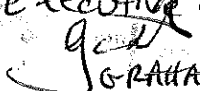
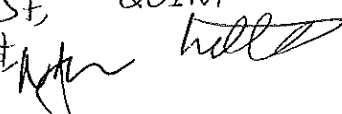
On Behalf of Bridgeste Finance Pty Ltd (ACN 058 412 034)
 by Allen Ralph ROBINSON

 Director
 Sharon Jane WINDSOR

JO FAIRFAX
 By his Attorney Number 654 Book 4044

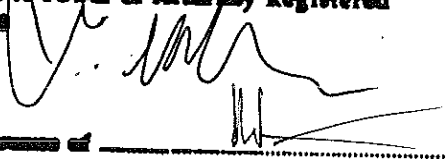

 Allen Ralph Robinson
 signed in the presence of:

 LISA COULSON
 33 WYONG STREET
 DATLEY NSW 2223


 Company Secretary

On Behalf of Midas Properties Pty Ltd (ACN 008 585 902)
 By Richard Ambrose WALKER
 Director

 Sharon Jane WINDSOR
 Company Secretary

Dated at Sydney, 12th Day of
 JANUARY 2017
 Executed by the National Trust
 of Australia (NTA)
 signed by its Acting Chief
 Executive officer

 GRAHAM CHARLES QUINT
 Witnessed by HEATHARALVEN
 QUINT
 16 Evans St,
 Peakhurst
 2210


ANZ
 Dated at Sydney this 27th Day of OCTOBER 2016
 Executed by Australia and New Zealand Banking Group
 Limited (ACN 005 357 522)
 signed by its Attorney JOHN WATKINS
 who certifies that he is Manager Property & Construction
 Finance pursuant to Power of Attorney Registered
 No. 564 Book 4388


 Signed in the presence of _____
 C/- ANZ Bank (Signature)
 242 Pitt Street SYDNEY NSW 2000
KRISHAN LYE
 (Print Name)
BANK MANAGER
 (Title)

Wingecarribee Shire Council
 by its authorised delegate pur
 to s.378 Local Government Act
 Nick Wilton

If space is insufficient use additional annexure sheet

Surveyor's Reference: 14145-2

ePlan

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

Sheet 1 of 18

Plan: **DP1227641**

Of subdivision of Lot 222 in DP 1206897 covered by Council's Subdivision Certificate No. *15/0495.03*
 Dated: 8 December 2016

Full name and address of the Owner of the land:

James Oswald Fairfax
 PO Box R63
 ROYAL EXCHANGE NSW 1225

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to Drain Water 5 wide (D2 on plan)	105	Wingecarribee Shire Council
2	Restriction on the Use of Land (R3 on plan)	105-111 incl	Wingecarribee Shire Council
3	Positive Covenant (R4 on plan)	103 and 110	Wingecarribee Shire Council
4	Positive Covenant	105	Wingecarribee Shire Council
5	Restrictions on the Use of Land	105	Wingecarribee Shire Council
6	Restrictions on the Use of Land	101-122 incl	Wingecarribee Shire Council
7	Restriction on the Use of Land	101-122 incl	Wingecarribee Shire Council
8	Restriction on the Use of Land	104, 105, 103, 110, 111 and 119	Wingecarribee Shire Council
9	Positive Covenant	101-122 incl	Water NSW
10	Positive Covenant	106-122 incl	Wingecarribee Shire Council
11	Restrictions on the Use of Land (BE)	101-122 incl	Each and every other lot except lot 100, 123, 124 124
12	Easement for Padmount Substation 2.75 wide	116	Endeavour Energy

ePlan

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

Sheet 2 of 18

Plan: DP1227641 Of subdivision of Lot 222 in DP 1206897
covered by Council's Subdivision Certificate No. *15/0495-03*
Dated: 8 December 2016

	(P on plan)		
13	Restrictions on the Use of Land (R5 on plan)	Part lot 115 & part lot 116	Endeavour Energy
14	Restrictions on the use of land (R6 on plan)	Part lot 115 & part lot 116	Endeavour Energy
15	Easement for underground cables 3 wide (C1 on plan)	100	Endeavour Energy
16	Right of Access 22 Wide (A on plan)	100	220/1206897
17	Easement for Services 22 Wide (A on plan)	100	220/1206897
18	Restriction on the Use of Land (R on plan)	100	Wingecarribee Shire Council
19	Easement for underground cables 3 wide (C on plan)	124	Endeavour Energy
20	Restriction on the Use of Land	108 and 111	Wingecarribee Shire Council



Wingecarribee Shire Council
by its authorised delegate pursuant
to s.378 Local Government Act 1993
Nick Wilton

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

Plan: DP1227641

Of subdivision of Lot 222 in DP 1206897
 covered by Council's Subdivision Certificate No. 15/0495-03
 Dated: 8 December 2016

Part 1A (Release)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be released and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Partial Release of Right of Access 5 wide (marked T1 on plan) (DP 1206897)	222/1206897	220/1206897
2	Easement for underground cables 3 wide (DP 1189022)	222/1206897	Endeavour Energy
3	Right of Access 10 wide (DP 1189022)	222/1206897	220/1206897 221/1206897
4	Easement for services 10 wide (DP 1189022)	222/1206897	220/1206897 221/1206897
5	Partial Release of Right of Access variable width (DP 1189022)	2-5/1189022 Part 222/1206897 -being that part -part -comprising -each and -every lot -except lot -404	Part 222/1206897 -being that part -comprising each -and every lot -except lot 404 Lots 100-103, 105-124 and Harold Drive and Edward Riley Drive
6	Partial Release Easement for Services variable width (DP 1189022)	2-5/1189022 Part 222/1206897 -being that part -part -comprising -each and -every lot -except lot -404	Part 222/1206897 -being that part -comprising each -and every lot -except lot 404 Lots 100-103, 105-124 and Harold Drive and Edward Riley Drive



Wingecarribee Shire Council
 by its authorised delegate pursuant
 to s.378 Local Government Act 1993

Nick Wilton

ePlan

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

Sheet 4 of 18

Plan: DP1227641 Of subdivision of Lot 222 in DP 1206897
covered by Council's Subdivision Certificate No. *15/0495-03*
Dated: 8 December 2016
Part 2 (Terms)

Terms of Restriction on the Use of land numbered 2 in the plan

No dwelling shall be constructed within the area designated "R3" on the plan

Name of authority empowered to release vary or modify restriction numbered 2 in the plan:

Wingecarribee Shire Council

Terms of Positive Covenant numbered 3 in the plan

A 20 metre Asset Protection Zone from the northern boundary of the lots burdened (in the area marked R4 on the plan) is to be created as outlined within section 4.1.3 and Appendix 5 of Planning for Bushfire Protection 2006 and the NSW Rural Fire Services document "Standards for Asset Protection Zones"

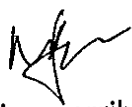
Name of authority empowered to release vary or modify Positive Covenant numbered 3 in the plan:

Wingecarribee Shire Council

Terms of Positive Covenant numbered 4 in the plan:

The registered proprietors of the lots shall:

- (a) Ensure that the drainage channel which is located in the area marked D2 on the plan on the lot burdened is maintained in a safe and functional manner;
- (b) not make any alterations to the stormwater drainage channel or elements thereof without prior consent in writing from the Council;
- (c) Permit the Council or its authorised agent from time to time upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for compliance with the requirements of the clause;
- (d) Comply with the terms of any written notice issued by the Council in respect to the requirements of clause (c) within the time stated in the notice. In the event of the registered proprietors failing to comply with the terms of any written notice served with the respect of the matters in clause (c), the Council or its authorised agents may enter with all necessary equipment and carry out any work required to ensure the safe and efficient operations of the system and recover the amount due



Wingecarribee Shire Council
by its authorised delegate pursuant to s.378 Local Government Act 1993

Nick Wilton

ePlan

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

Sheet 5 of 18

Plan: DP1227641 Of subdivision of Lot 222 in DP 1206897
covered by Council's Subdivision Certificate No. 15/695-03
Dated: 8 December 2016

in legal proceedings (including legal costs and fees) and entry of a covenant charge on the lots burdened under Section 88F of the Conveyancing Act 1919. In carrying out any work under this clause, the Council shall take reasonable precautions to ensure that the land is disturbed as little as possible.

Name of authority empowered to release vary or modify Positive Covenant numbered 4 in the plan

Wingecarribee Shire Council

Terms of Restrictions on the use of land numbered 5 in the plan

The proprietor of the burdened lot shall not:

- (a) Allow any obstruction or interference of any kind to be erected, placed, created or performed so as to inhibit the flow of water to and from the drainage channel in the area marked "D2" on the plan;
- (b) Except in accordance with the written approval of the Council, allow any building, erection or structure to be constructed or allowed to remain constructed or placed in the drainage channel in the area marked "D2" on the plan;
- (c) Carry out or allow to be carried out any alterations to the Drainage channel including surface levels, controlled outflows, or any other materials or elements thereof outside those normally required for the formation, maintenance and proper function of the Drainage System.
- (d) The lot burdened shall not erect any fence within the approved drainage facility unless it is of open wire type fencing.

Name of the Authority empowered to release vary or modify the Restrictions on the use of land numbered 5 in the plan

Wingecarribee Shire Council

Terms of Restrictions on the use of land numbered 6 in the plan

- 1. No fencing other than post and wire or post and rail with or without hedging shall be permitted. Metal clad fencing (eg colorbond) is not permitted
- 2. Domestic cats are prohibited unless they are kept indoors or confined to an outdoor cat enclosure



Nick Wilton

Group Manager

Development Services

Wingecarribee Shire Council

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

Plan: DP1227641 Of subdivision of Lot 222 in DP 1206897
covered by Council's Subdivision Certificate No. 15/0495-03
Dated: 8 December 2016

Name of the Authority empowered to release vary or modify the Restrictions on the use of land numbered 6 in the plan

Wingecarribee Shire Council

Terms of Restriction on the use of land numbered 7 in the plan

No dwelling shall be constructed on the lot burdened unless it is designed and constructed utilising a suitable footing system taking into account the relevant site classification contained within the Report of Douglas Partners (Report No. 89167.00)

Name of the Authority empowered to release vary or modify the Restriction on the use of land numbered 7 in the plan

Wingecarribee Shire Council

Terms of Restriction on the Use of Land numbered 8 in the plan:

No dwelling shall be erected upon the land burdened with a finished floor level of less than:

Lot 104	698.100	AHD
Lot 105	697.300	AHD
Lot 103	700.000	AHD
Lot 110	698.000	AHD
Lot 111	697.500	AHD
Lot 119	703.000	AHD

Name of authority empowered to release vary or modify restriction numbered 8 in the plan:

Wingecarribee Shire Council

Terms of Positive Covenant numbered 9 in the plan:

1. All future dwellings shall have rainwater tanks with a minimum capacity of 10,000 litres above any volume required for the mains top-up.
2. All roofs and gutters shall be designed so as to maximise consistent with good design the capture of rainwater in rainwater tanks, and
3. The rainwater tanks shall as a minimum be plumbed to toilets, laundry and other areas for non-potable use including use on gardens.



Nick Wilton
Group Manager
Development Services
Wingecarribee Shire Council

ePlan

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

Sheet 7 of 18

Plan: DP1227641 Of subdivision of Lot 222 in DP 1206897
covered by Council's Subdivision Certificate No. *15/0995-03*
Dated: 8 December 2016

Name of authority empowered to release vary or modify numbered 9 in the plan:

Water NSW

Terms of Positive Covenant numbered 10 in the plan

The registered proprietors of the lots shall:

1. Collect and discharge effluent from any dwelling on the site by means of a low pressure sewer system which is to be located within the lot burdened;
2. Ensure the low pressure sewer system within the lot is maintained in a safe and functional manner;
3. Shall not make any alterations to the low pressure sewer system or elements thereof without prior consent in writing from the Council;
4. Permit the Council or its authorised agent from time to time upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for compliance with the requirements of clause 2;
5. Comply with the terms of any written notice issued by the Council in respect to the requirements of clause (4) within the time stated in the notice. In the event of the registered proprietors failing to comply with the terms of any written notice served with the respect of the matters in clause (4), the Council or its authorised agents may enter with all necessary equipment and carry out any work required to ensure the safe and efficient operations of the system and recover the amount due in legal proceedings (including legal costs and fees) and entry of a covenant charge on the lots burdened under Section 88F of the Conveyancing Act 1919. In carrying out any work under this clause, the Council shall take reasonable precautions to ensure that the land is disturbed as little as possible.

Name of authority empowered to release vary or modify Positive Covenant numbered 10 in the plan

Wingecarribee Shire Council

Terms of Restrictions on the Use of Land numbered 11 in the plan:

1. Definitions :

"Dwelling House"

means a suite of rooms occupied or used or so constructed designed or adapted as to be capable of being occupied or used as a single residence but may include a room or rooms (but always being part of or linked to or attached to the same structure) designed for self-contained living in the manner of that which is generally referred to as a "granny flat"



Nick Wilton
Group Manager
Development Services
Wingecarribee Shire Council

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

Plan: **DP1227641** Of subdivision of Lot 222 in DP 1206897
covered by Council's Subdivision Certificate No. *15/0995-03*
Dated: 8 December 2016

"Living Area" means in respect of any Dwelling House erected on the lot burdened:

(a) all that floor area or those floor areas on each and every level of the Dwelling House as is or are bounded by and comprised within the external faces of the external walls of the said Dwelling House.

(b) shall exclude the floor area of:

- (i) any patio, terrace and/or verandah (whether covered or uncovered) and/or
- (ii) any garage and/or
- (iii) any carport.

"Local Council" means the Council of the Shire of Wingecarribee.

"Minimum Living Area" means one hundred and eighty square metres (180 sq.m.)


"Secondary Building" means any detached building separate to the Dwelling House for non-habitable uses in the manner of a shed or barn or workshop or studio.

"Texture Coated Material" means fibre cement sheeting with recessed edges and which is:

(a) attached to the frame of the building in a manner such that all joints between the sheets of fibre are concealed including without limiting the generality thereof all joints on any corner of the building, and

(b) attached to the frame of the building in a manner such that all materials used in the fixing of such sheets are concealed including but without limiting the generality thereof all nails and screws, and

(c) coated with a texture roll-on or trowel-on finish based on acrylic with the ultimate or final colour added together with a system of reinforcing joints to obtain a monolithic appearance.

-  1. No dwelling shall be erected on the lot other than in the designated building area marked BE on the plan;

Nick Wilton
Group Manager

Development Services

Wingecarribee Shire Council

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

Plan: **DP1227641**

Of subdivision of Lot 222 in DP 1206897

covered by Council's Subdivision Certificate No. *15/0495.07*

Dated: 8 December 2016

2. No Dwelling House erected on the lot burdened shall be used or be permitted to be used for any purpose other than that of a private residence.
3. No Dwelling House shall be erected or permitted to remain on the lot burdened unless the external walls thereof are constructed of:
 - (a) bricks, or
 - (b) stone, or
 - (c) brick and/or stone that has been rendered and/or painted or has been coated with the materials known as "Granosite" or "Granotex" or other similar coating, or
 - (d) glass, or
 - (e) Texture Coated Material, or
 - (f) timber, or
 - (g) rendered concrete, or
 - (h) such other materials in such proportions as may be approved by J.O. Fairfax and his executors and heirs and which approval may be given or withheld in the absolute discretion of J.O. Fairfax and his executors and heirs,
 - (j) any combination of the materials referred to in subclauses (a) to (i) inclusive immediately above referred to in this restriction.
4. No Dwelling House or Secondary Building shall be erected or be permitted to remain on the lot burdened having what is commonly known as a "flat roof" or a roof constructed of any material other than:
 - (a) terracotta roof tiles, or
 - (b) cement roof tiles, or
 - (c) timber shingles, or
 - (d) slate, or
 - (e) corrugated metal that has been treated by the process commonly known as "colour bonding" or any other similar factory precoated process, or
 - (f) such other material as may be approved by J.O. Fairfax and his executors and heirs and which approval may be given or withheld in the absolute discretion of J.O. Fairfax and his executors and heirs.
5. No fence shall be erected or permitted to remain on the lot burdened unless any such fence erected:
 1. is less than one point four (1.4) metres in height
 2. is rural in nature
 3. will not for the most part obstruct visibility through the same.

Nothing in this restriction shall be implied or construed as to prevent the erection of a fence commonly known as a "post and rail" fence PROVIDED THAT the same does not exceed one point four (1.4) metres in height.



Nick Wilton
Group Manager

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

Plan: DP1227641 Of subdivision of Lot 222 in DP 1206897
covered by Council's Subdivision Certificate No. *15/0995-03*
Dated: 8 December 2016

6. No structure or object of a temporary or transportable character or nature which is intended for habitation including, but without limiting the generality hereof, any tent, shack, trailer, mobile home, motor home, boat, camper or caravan shall be erected or permitted to remain on the lot burdened unless fully enclosed, placed or stored within the envelope of the main building on the lot burdened so that it is not visible from outside the lot burdened.
7. No earth, stone gravel or trees shall be removed or excavated from any lot burdened except where such removal or excavation is necessary for the erection of a Dwelling on the lot burdened or to facilitate all reasonable landscaping of the said lot and no lot shall be permitted to be, appear or remain in an excavated or quarried state.
8. No fuel storage tanks (except any such tank or tanks used for oil heating purposes) shall be placed upon or be permitted to remain on any lot burdened. The maximum capacity of any such tank shall not exceed 300 litres.
9. No noxious, noisome or offensive occupation, trade, business, manufacturing or home industry shall be conducted or carried out on any lot burdened.
10. No commercial or boarding kennels shall be constructed or permitted to remain on any lot burdened.
11. No advertising hoarding sign or matter of any description shall be erected or displayed on any lot burdened except that the proprietor of any lot burdened may display not more than one sign on the lot burdened advertising the fact that the relevant lot burdened is for sale and provided that the size of any such sign does not exceed one metre in width and one metre in height and any such sign is painted and/or decorated in its entirety by a professional sign writer. This restriction shall not apply to J. O. Fairfax and his executors and heirs.
12. No motor truck, lorry, semi-trailer or utility with a load carrying capacity exceeding three (3) tonnes or any bulldozer, front-end loader or other such earthworks vehicles and machinery shall be parked or permitted to remain on any lot burdened unless the same is used in connection with the erection of a Dwelling or any ancillary structure on the relevant lot burdened.
13. No unregistered vehicle shall be parked or permitted to remain on any lot burdened unless the same is parked or stored in a garage.
14. No building shall be permitted to be constructed on any lot burdened nor shall the construction of any building be permitted to continue on the lot burdened in the event that, for any reason whatsoever, any object or thing generated by the construction of the building on the lot burdened (including without limiting the generality hereof any spoil or building rubbish) is deposited or permitted to remain on any lot adjoining the lot burdened.
15. No building shall be permitted to be constructed on any lot burdened nor shall the construction of any building be permitted to continue on the lot burdened unless the lot burdened is maintained in a clean and tidy condition as is practicable having regard to the nature of the construction work being carried out and, unless all rubbish or refuse



Nick Wilton
Group Manager

Development Services

Wingecarribee Shire Council

ePlan

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

Sheet 11 of 18

Plan: DP1227641 Of subdivision of Lot 222 in DP 1206897
covered by Council's Subdivision Certificate No. *15/0995.03*
Dated: 8 December 2016

generated by such construction works is collected and removed from the lot burdened not less frequently than once every four (4) weeks.

16. Only one Secondary Building having a floor area exceeding 15 square metres may be erected or be permitted to remain on the lot burdened and any Secondary Building shall:
- (a) be positioned on the lot burdened behind the Dwelling House and generally in a manner that restricts vision of the Secondary Building from the street alignment,
 - (b) not exceed a height of 5 metres above natural ground level at the ridge line of the pitched roof,
 - (c) not have a floor area exceeding 150 sq.m. but reduced by the area of any garage or carport forming part of or attached to the Dwelling House,
 - (d) be setback from any side or rear boundary by not less than 5 metres.
17. No carport, covered patio, covered porch and/or covered verandah shall be erected or permitted to remain on any lot burdened unless the materials used to support the same are comprised of timber, brick or masonry and roofing to be other than:
- (a) terracotta roof tiles, or
 - (b) cement roof tiles, or
 - (c) timber shingles, or
 - (d) slate, or
 - (e) corrugated metal that has been treated by the process commonly known as "colour bonding" or any other similar factory precoated process, or
 - (f) such other material as may be approved by J.O. Fairfax and his executors and heirs and which approval may be given or withheld in the absolute discretion of J.O. Fairfax and his executors and heirs.
18. No dividing fence shall be erected on any lot burdened unless it is erected without expense to J.O. Fairfax, his executors, successors and assigns other than purchasers on sale.

This Restriction may be released, varied or modified by or with the consent of the owners of Lot 222 DP 1206897 whilst ever they own a lot or any part of a lot in the registered plan (the "Plan") pursuant to which this Restriction was created and thereafter by the registered proprietors of the lots contained in the Plan. In any event this Restriction shall expire with the effluxion of time and shall be of no force and effect after the date which is 20 years from the date of registration of the Plan.



Terms of Easement for Padmount Substation numbered 12 in the plan

Nick Wilton

Group Manager

Development Services

Wingecarribee Shire Council

ePlan

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

Sheet 12 of 18

Plan: DP1227641 Of subdivision of Lot 222 in DP 1206897
covered by Council's Subdivision Certificate No. 15/0995.03
Dated: 8 December 2016

The terms as set out in Memorandum No. AK104621 registered at land & Property Information are incorporated in this document.

Name of authority empowered to release vary or modify easement numbered 12 in the plan:

Endeavour Energy

Terms of Restriction on the Use of land numbered 13 in the plan

1.0 Definitions:

1.1 120/120/120 fire rating and 60/60/60 fire rating means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530.

1.2 building means a substantial structure with a roof and walls and includes any projections from the external walls.

1.3 erect includes construct, install, build and maintain.

1.4 restriction site means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

2.0 No building shall be erected or permitted to remain within the restriction site unless:

2.1 the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and

2.2 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating, and

2.3 the owner provides the authority benefited with an engineer's certificate to this effect.

3.0 The fire ratings mentioned in clause 2 must be achieved without the use of fire fighting systems such as automatic sprinklers.

4.0 Lessee of Endeavour Energy's Distribution System

4.1 Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Endeavour Energy's distribution system, and any nominee of such lessee (which may include a sublessee of Endeavour Energy's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Endeavour Energy as if that lessee or nominee were Endeavour Energy, but only for so long as the lessee leases Endeavour Energy's distribution system from Endeavour Energy.


Nick Wilton 4.2 The owner must do all things reasonably necessary to ensure any such lessee, and any Group Manager such nominee, is able to exercise the rights and perform the obligations of Endeavour Energy.

ePlan

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

Sheet 13 of 18

Plan: DP1227641

Of subdivision of Lot 222 in DP 1206897
covered by Council's Subdivision Certificate No. 15/0495.03
Dated: 8 December 2016

Terms of Restriction on the use of land numbered 14 in the plan

1.0 Definitions:

1.1 **erect** includes construct, install, build and maintain.

1.2 **restriction site** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

2.0 No swimming pool or spa shall be erected or permitted to remain within the restriction site.

3.0 Lessee of Endeavour Energy's Distribution System

3.1 Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Endeavour Energy's distribution system, and any nominee of such lessee (which may include a sublessee of Endeavour Energy's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Endeavour Energy as if that lessee or nominee were Endeavour Energy, but only for so long as the lessee leases Endeavour Energy's distribution system from Endeavour Energy.

3.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Endeavour Energy.

Name of Authority empowered to release vary or modify easement and restrictions numbered 12, 13 and 14 in the plan

Endeavour Energy

Terms of Easement numbered 15 in the plan:

The terms set out in Memorandum No AK104616 registered at Land & Property Information NSW are incorporated into this document.

Name of authority empowered to release vary or modify easement numbered 15 in the plan:

Endeavour Energy

Terms of Restriction on the Use of land numbered 18 in the plan

No dwelling or building shall be constructed within the area designated "R" on the plan

Name of authority empowered to release vary or modify restriction numbered 18 in the plan:



Nick Wilton
Group Manager

Development Services
Wingecarribee Shire Council

ePlan

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

Sheet 14 of 18

Plan: **DP1227641**

Of subdivision of Lot 222 in DP 1206897
covered by Council's Subdivision Certificate No. 15/0495.03
Dated: 8 December 2016

Wingecarribee Shire Council

Terms of Easement numbered 19 in the plan:

The terms set out in Memorandum No AK104616 registered at Land & Property Information NSW are incorporated into this document.

Name of authority empowered to release vary or modify easement numbered 19 in the plan:

Endeavour Energy

Terms of Restriction on the Use of land numbered 20 in the plan

No future subdivision of the burdened lot is permitted which would allow for the creation of an additional dwelling entitlement.

Name of authority empowered to release vary or modify restriction numbered 20 in the plan:

Wingecarribee Shire Council

Dated at Sydney this 27th Day of OCTOBER 2016
Executed by Australia and New Zealand Banking Group
Limited (ACN 005 357 522)
signed by its Attorney JOHN WATKINS
who certifies that he is Manager Property & Construction
Finance pursuant to Power of Attorney Registered
No. 564 Book 4388

Signed in the presence of _____
Address: _____ (Signature)
Cl- ANZ Bank
242 Pitt Street KRISTIAN L/E
SYDNEY NSW 2000 (Print Name)
BANK MANAGER
(Title)


Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

Plan: **DP1227641**

Of subdivision of Lot 222 in DP 1206897 covered by Council's Subdivision Certificate No. 15/0995-03 Dated: 8 December 2016

SIGNED in my presence by

ALLEN RALPH ROBINSON


.....

On behalf of

JAMES OSWALD FAIRFAX

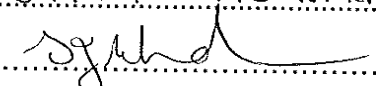
By Attorney Number 654 Book 4044

who is personally known to me

Signature of witness:

Sharon Jane Windsor
.....

Name of witness:


.....

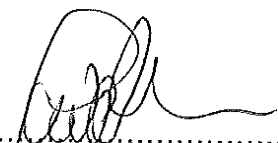
Address of witness:

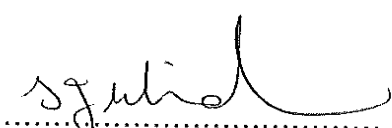
3 Edgar St
Tempe NSW 2044
.....



Nick Wilton
Group Manager
Development Services
Wingecarribee Shire Council

EXECUTED by MIDAS PROPERTIES PTY LIMITED (ACN 008 585 902) without the use of a common seal in accordance with section 127(1) of the Corporations Act 2001

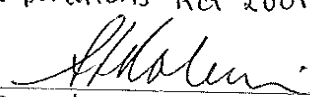

.....
Director



.....
Director / Secretary

Richard Ambrose
.....
Full Name

Sharon Jane Windsor
.....
Full Name

EXECUTED by BRIDGESTAR FINANCE PTY LIMITED (ACN 058 412 034) Without the use of a common seal in accordance with section 127(1) of the Corporations Act 2001.


.....
Director


.....
Company Secretary

Allen Ralph ROBINSON
.....
Full Name

Sharon Jane Windsor
.....
Full Name

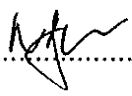
Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

Plan: **DP1227641**

Of subdivision of Lot 222 in DP 1206897
covered by Council's Subdivision Certificate No. 15/0995-03
Dated: 8 December 2016

SIGNED on behalf of


WINGECARRIBEE SHIRE COUNCIL


.....

By its authorised delegate pursuant to s.378 of the Local Government Act 1993

.....
Nicholas Wilton.....

Signature of witness:


.....

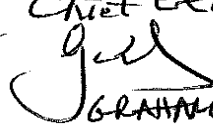
Name of witness:

Alison Hagan
.....


Address of witness:

68 Elizabeth Street
.....
Moss Vale
.....

I certify that I am an eligible witness and that the delegate signed in my presence

Dated at Sydney, 12th Day of JANUARY, 2017
Executed by the National Trust of Australia (NSW)
Signed by its Acting Chief Executive Officer

GRAHAM CHARLES QUINT

Witnessed by

 HEATH ARALUEN QUINT

16 Evans St,
Peakhurst,
2210

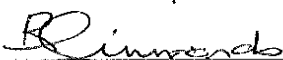
Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

Sheet 17 of 18

Plan: Of subdivision of Lot 222 in DP 1206897
covered by Council's Subdivision Certificate No. 15/0995.03
Dated: 8 December 2016

DP1227641

Signed on behalf of Endeavour Energy
ABN 59 253 130 878 by its Attorney
pursuant to Power of Attorney Book 4705
No 566 in the presence of:



Signature of witness



Name of witness

c/- Endeavour Energy
51 Huntingwood Drive
Huntingwood NSW 2148



Signature of attorney

Name: Helen Smith
Position: Manager Property & Fleet
Reference: NRS3055
Date of signature: 17 October 2016



Nick Wilton
Group Manager
Development Services
Wingecarribee Shire Council

ePlan

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

Sheet 18 of 18

Plan:

Of subdivision of Lot 222 in DP 1206897
covered by Council's Subdivision Certificate No. 15/0495.03
Dated: 8 December 2016

DP1227641

SIGNED on behalf of

Malcolm Hughes

Water NSW

Malcolm Hughes

Manager

by

Environment and Planning

WaterNSW

Signature of witness:

Jacqueline Brewster

Name of witness:

JACQUELINE BREWSTER

Address of witness:

4/4, 26 STATION STREET

PENRITH

Nick Wilton

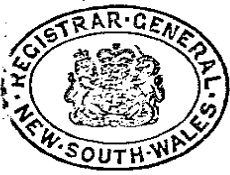
Nick Wilton
Group Manager
Development Services
Wingecarribee Shire Council

REGISTERED



1.02.2017

THIS FORM MAY BE USED WHERE NEW RESTRICTIVE COVENANTS ARE IMPOSED OR EASEMENTS CREATED OR WHERE THE SIMPLE TRANSFER FORM IS UNSUITABLE.



R.P. 13A. No. **J 836092** **D**

New South Wales

MEMORANDUM OF TRANSFER
 (REAL PROPERTY ACT, 1900.)

21-10-08
 FEES:-
 Lodgment : :
 Endorsement : :
 : :
 : :
 : :
 : :
 £ 3.10
 241162

I, KING RANCH (AUSTRALIA) PTY. LIMITED

Trusts must not be disclosed in the transfer.
 Typing or handwriting in this instrument should not extend to any margin. Handwriting should be clear and legible and on permanent black non-copying paper.

If a less estate, strike out "in fee simple" and interline the required alteration.

(herein called transferor)

being registered as the proprietor of an estate in fee simple* in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of **FIFTEEN THOUSAND POUNDS** (£ 15,000.0.0) (the receipt whereof is hereby acknowledged) paid to it by **James Oswald Fairfax**

do hereby transfer to

How in BLOCK LETTERS the full name, postal address and description of the persons taking, and if more than one, whether they hold as joint tenants or tenants in common.

JAMES OSWALD FAIRFAX of 21 Thornton Street, Darling Point, Company
 Director
 (herein called transferee)

The description may refer to the defined residue of the land of a testator or grant (e.g. And being residue after transfer number ...), or may refer to parcels shown in Town or Parish maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar General (e.g. "and being of section ... P. ...").
 Unless authorised by Reg. 58 of the Conveyancing Act, Regulations, 1961 a plan may not be annexed to or endorsed on this transfer form.

ALL such its Estate and Interest in ALL THE land mentioned in the schedule following:-

County.	Parish.	Reference to Title.			Description of Land* (if part only).
		Whole or Part.	Vol.	Fol.	
Camden	Mittagong	Part	758	156	Lot 2 in Deposited Plan No. 222125.
(now being		Whole	983 ¹ / ₄	59)	

TOGETHER WITH full and free right unto the transferee (which expression shall include his executors administrators and assigns and all other persons authorised by him or them) in common with the transferor (which expression shall include its successors and assigns and all other persons authorised by it or them)

(a) to use the areas marked "catchment" within the areas marked "X" on the said deposited plan together with the roofs of any building or structure thereon for the purpose of catching rain water

(b) to use those areas marked "storage" within the areas marked "X" on the said deposited plan for the purpose of storage of water in tanks upon above or under the ground or by other means

(c) to use the existing pipe lines constructed within the remaining areas ten links wide and variable within the areas marked "X" on the said deposited plan for the purpose of conveying water and

(d) to use the pump and windmill within those areas marked "pump" and "windmill" within the areas marked "X" on the said deposited plan for the purpose of such conveyance

AND to enter upon the land of the transferor for the purpose of inspecting cleansing maintaining repairing replacing or improving the

X. All amount to be paid at receipt attached here.

117. (10)

And the transferee covenant(s) with the transferor
said areas of catchment and storage and the said existing pipe lines
PROVIDED

d Strike out if unnecessary, or suitably adjust.
(i) if any easements are to be created or any exceptions to be made; or
(ii) if the statutory covenants implied by the Act are intended to be varied or modified.
Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919.

- (i) that the transferee shall not interfere with any buildings of the transferor the roofs of which are used for catchment except for the purpose of securing repairing and maintaining such roofing for that purpose
- (ii) that the transferee may remove or disturb any ground or earth within the area of the site of the easement for pipe line only for the purposes aforesaid and shall as soon as practicable replace and restore any ground or earth so disturbed or removed and in so doing shall not unduly interfere with the use of the area by the transferor
- (iii) that the transferor will not demolish alter or modify any building within the said catchment areas so as to remove or reduce the area of roof catchment without the prior consent of the transferee
- (iv) neither the transferor nor the transferee shall do or suffer any act whereby the purity of any water caught stored or conveyed within the areas of easement is impaired or otherwise adversely affected

118. (11)

TOGETHER WITH full and free right and liberty for the transferee (which expression shall include his executors administrators and assigns and all other persons authorised by him) to use the existing septic storage installations constructed within that strip of land within lot 1 and shown on the said deposited plan as "site of proposed easement for septic storage ten links wide" for the passage and conveyance of sewerage and waste from lot 1 and for this purpose to enter upon the said site of the easement to inspect cleanse repair replace maintain and improve all such installations as may be reasonable and proper in that behalf and for any of these purposes to remove and disturb earth and soil within the boundaries of the said easement making good nevertheless all damage or disturbance resulting therefrom and the transferee in so doing shall not unduly interfere with the use of the area by the transferor and provided that the transferee shall not do or suffer anything to be done whereby the efficiency of the septic system is impaired or otherwise adversely affected.

- In respect of the grants of easement set out above
- (a) the land to which the benefit of the easement is appurtenant is lot 2 in the said deposited plan
 - (b) the land which is subject to the burden of the easement is lot 1 in the said deposited plan
 - (c) the easements may be released varied or modified by agreement between the transferor and the transferee

119. (12)

RESERVING unto the transferor (which expression shall include its successors and assigns and all other persons authorised by it) full and free right and liberty to use in common with the transferee his executors administrators and assigns the existing pipe lines constructed within those strips of land shown as "site of proposed easement for pipe line" within lot 2 and marked "Y" on the said deposited plan for the passage of water and for this purpose to enter upon the said site of the easement to inspect cleanse repair replace maintain or improve all such pipe-lines as may be reasonable and proper in that behalf and for any of these purposes to remove and disturb earth and soil within the boundaries of the said easement making good nevertheless all damage and disturbance resulting therefrom and the transferor in so doing shall not unduly interfere with the use of the area by the transferee

AND RESERVING unto the transferor its successors and assigns a right of carriage way in the terms of the Conveyancing Act 1919 over those areas within lot 2 on the said deposited plan and shown on the said plan as "site of proposed right of way fifty links wide".

- In respect of the two reservations set out above
- (a) the land to which the benefit of the reservations is appurtenant is lot 1 in the said deposited plan
 - (b) the land which is subject to the burden of the reservations is lot 2 in the said deposited plan
 - (c) the reservations may be released varied or modified by agreement between the transferor and the transferee.

ENCUMBRANCES, &c., REFERRED TO:

Nil.

If the Transferor or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar General, or Deputy Registrar General, or a Notary Public, a J.P., or Commissioner for Affidavits, or other fit person whom the Transferor or Transferee knows, otherwise the attesting witness should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out in Sec. 105 (1) (b) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are resident—
(a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging before the Registrar General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or a British Consular Officer or Australian Consular Officer exercising his functions in that part or such other person as the Chief Justice of New South Wales may appoint.
(b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.
(c) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent), (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent and includes a person appointed to hold or act in the office of Consul-General, Official Secretary or Assistant Official Secretary at the Australian Consular Office in Singapore or of Secretary at the Australian Military Mission in Berlin or of Agent General in London of the State of New South Wales or of Secretary, N.S.W. Government Office, London), who is at the seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

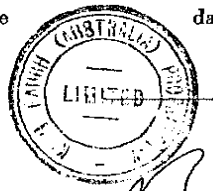
Strike out unnecessary words. Add any other matter necessary to show that the power is effective.
To be signed by Registrar General, Deputy Registrar General, a Notary Public, J.P., Commissioner for Affidavits, or other fit person before whom the attesting witness appears. Not required if the instrument need be signed or acknowledged before one of these parties.

Signed at MELBOURNE the _____ day of _____ 1964.

Signed in my presence by the transferor }
WHO IS PERSONALLY KNOWN TO ME

The Common Seal of KING RANCH (AUSTRALIA) PTY. LIMITED was hereunto affixed in pursuance of a resolution of the Board of Directors by Sir Rupert Clarke the Managing Director thereof in the presence of

TWENTIETH day of NOVEMBER 1964.



Rupert Clarke
Managing Director

W. J. Kox
Sealing Officer

† Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

Signed in my presence by the transferee }
WHO IS PERSONALLY KNOWN TO ME

W. J. Kox
Solicitor
and
Chief Secretary
Sydney

[Signature]
Transferee(s).

MEMORANDUM AS TO NON-REVOCAION OF POWER OF ATTORNEY.

(To be signed at the time of executing the within instrument.)

Memorandum where by the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. _____ Miscellaneous Register under the authority of which he has just executed the within transfer.†

Signed at _____ the _____ day of _____ 19 _____
Signed in the presence of— _____

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.†

Appeared before me at _____, the _____ day of _____, one thousand _____ and declared that he personally knew _____ the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said _____ is _____ own handwriting, and that he was of sound mind and freely and voluntarily signed the same.

* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

No alterations should be made by erasures. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by a signature or initials in the margin, or noticed in the attestation.

J 836092
 No. _____

LODGED BY STEPHEN JAMES & STEPHEN
 SOLICITORS.
 16th FLOOR A.M.P. BUILDING
 CIRCULAR QUAY,
 PHONE: BU 6541 SYDNEY

FEES.
 The Fees, which are payable on lodgment, are as follows:—
 (a) £2 16s. 0d. where the memorandum of transfer is accompanied by the relevant Certificates of Title or Crown Grants, otherwise £3. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 6s. is made for every Certificate of Title or Crown Grant after the first.
 (b) A supplementary charge of £1 is made in each of the following:—
 (i) Where a restrictive covenant is imposed; or
 (ii) A new easement is created; or
 (iii) A partial discharge of mortgage is endorsed on the transfer.

DOCUMENTS LODGED HEREWITH.
 To be filled in by person lodging dealing.

1. _____	} Received Docs. Nos.
2. _____	
3. _____	
4. _____	} Receiving Clerk.
5. _____	
6. _____	

PARTIAL DISCHARGE OF MORTGAGE.
 (N.B.—Before execution read marginal note.)

I, _____ mortgagee under Mortgage No. _____
 release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

This discharge is appropriate to a transfer of part of the land in the Mortgage. The mortgagee should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

Dated at _____ this _____ day of _____ 19 _____
 Signed in my presence by _____

_____ who is personally known to me. _____ Mortgagee.

PAGES FOR DEPARTMENTAL USE.

INDEXED	<i>Leather with Assesment for Water Supply and Storage & Account for Sewerage System, Reserving Easements for Pipe Line and Rights of Way</i>
Checked by <i>JC</i>	Particulars entered in Register Book.
Passed (in S.D.M.) by <i>[Signature]</i>	on <u>15.2.1965</u>
Signed by <i>[Signature]</i>	at <u>4 o'clock</u>
	<i>Jawatson</i> Registrar-General

PROGRESS RECORD.

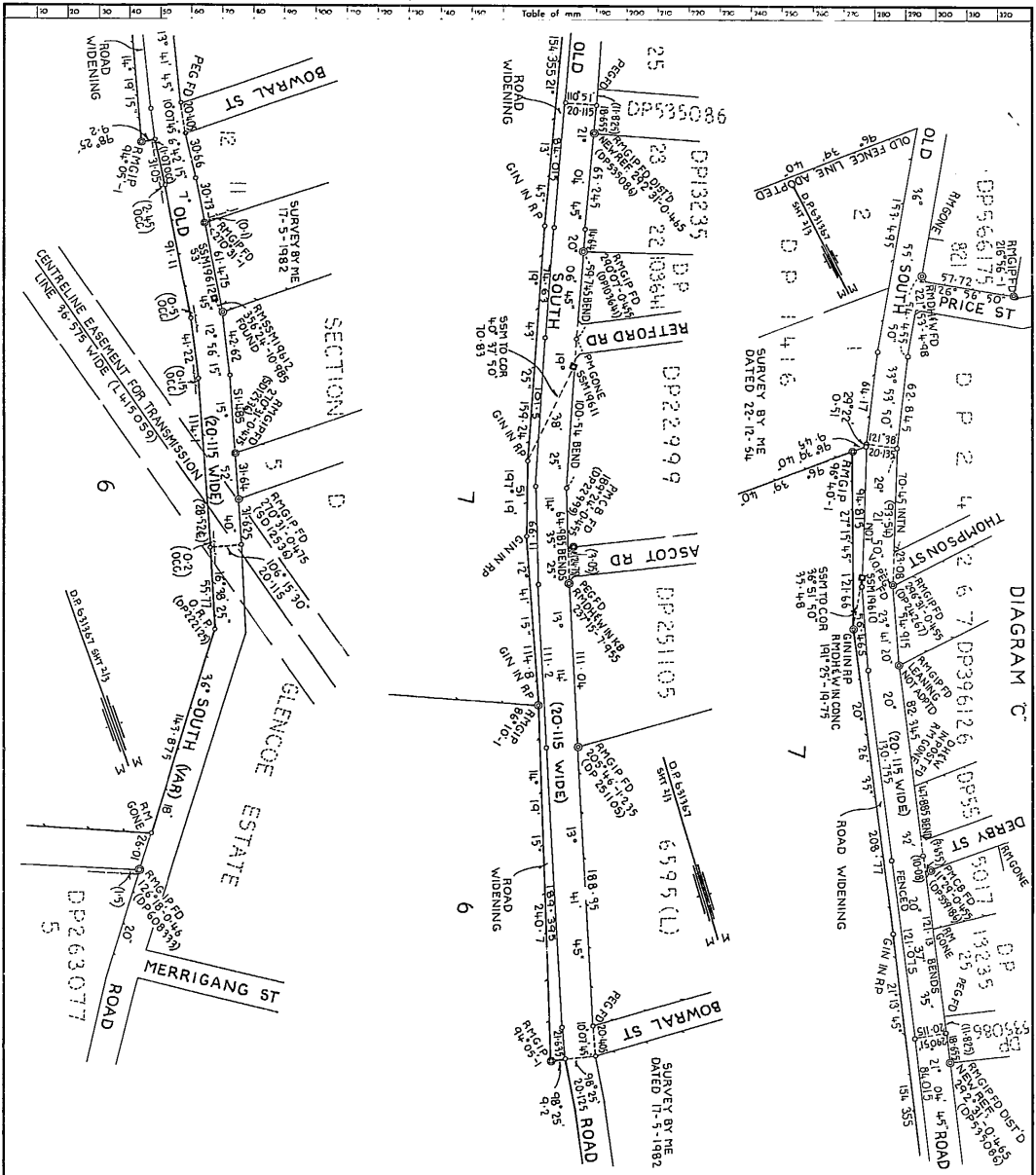
	Initials.	Date.
Sent to Survey Branch		
Received from Records		
Draft written		
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Engravers		
Cancellation Clerk		
VOL. _____	FOL. _____	

EXTRA FEES
[Signature]
 25/3/65

PLAN FORM 3 To be used in conjunction with Plan Form 2

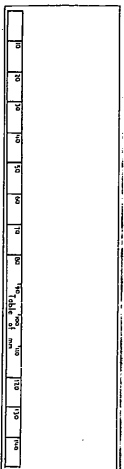
WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

OFFICE USE ONLY



D.P. 631367 SHT 2/3

Plan Drawing only to appear in this space



I, Bruce Richard Davies, Under Secretary for Lands and Registrar General for New South Wales, certify that this document is a true and correct copy of the original document in my custody this day.

22nd April, 1983

Registered: D.P. 631367 18-4-1983	This is sheet 2 of my plan in 3 sheets dated 20th SEPTEMBER, 1982.	Surveyor registered under Surveyors Act 1928.
Signatures and Seals: [Signature] Registrar General [Signature] Under Secretary [Signature] Surveyor	This is sheet 2 of the plan in 3 sheets covered by my Certificate No. 1598 / 81 of 20-12-1982.	Surveyor registered under Surveyors Act 1928.
Reduction Ratio 1:2000 Lengths are in metres.	SURVEYOR'S REFERENCE: L911/D	[Seal: COMMON SEAL]

D.P. 631367 SHT 2/3

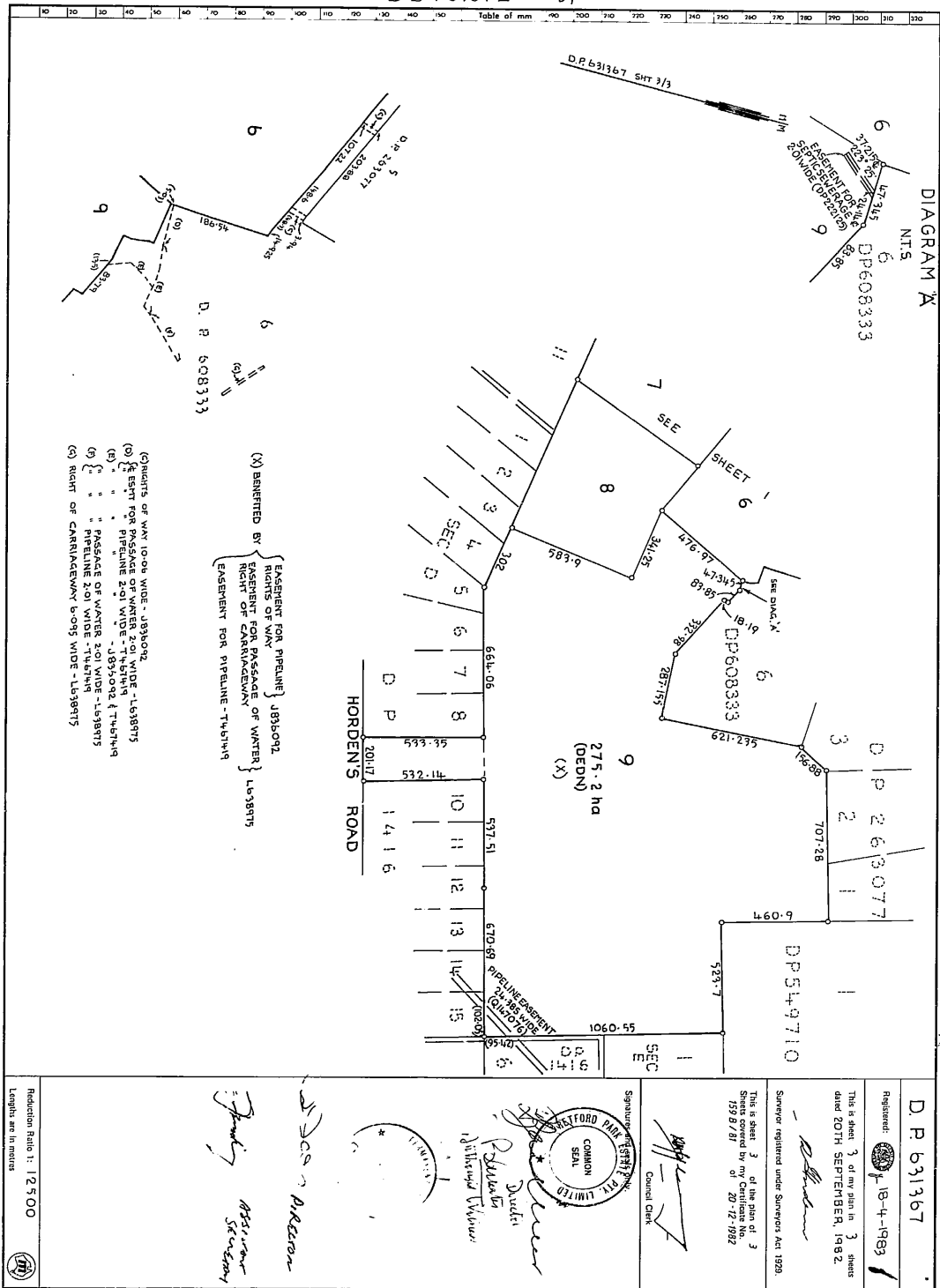
D.P. 631367 SH1 3/3

PLAN FORM 3 To be used in conjunction with Plan Form 2

DIAGRAM 'A'

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

OFFICE USE ONLY



Plan Drawing only to appear in this space

I, Bruce Richard Davies, Under Secretary for Lands and Registrar General for New South Wales, certify that this document is a photograph made as a permanent record of a document in my custody this day.

22nd April, 1983

D.P. 631367

Registered 18-4-1983

This is sheet 3 of my plan in 3 sheets dated 20th SEPTEMBER, 1982

Surveyor registered under Surveyors Act, 1929.

This is sheet 3 of the plan of 3 sections and 15 lots of land in DP 631367/81 as created by my Certificate of Title 12/1982

Surveyor General

Stamp: COMMON SEAL, SYDNEY, N.S.W.

Signatures: Director, Registrar General, Under Secretary

Reduction Ratio is 1:2500

Lengths are in metres

Surveyor's Reference: L911/D

D.P. 631367 SH1 3/3

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919

060 382

Lengths are in metres

(Sheet 1 of 2 Sheets)

Plan: 00631367

Subdivision covered by Council Clerk's Certificate No. 1599/87 of 20/12/1982 partly completed in Book No.

PART 1

RETROUD PARK ESTATE PVTY LTD
60 Margaret Street, Sydney
PERMANENT NOMINEES (AUSTRALIA) LIMITED
WESTPAC BANKING CORPORATION

Full name and address of proprietor of the land:

1. Identity and easement referred to in above mentioned plan:

Easement for Water Supply 10 wide

Schedule of lots etc. affected

Lot burdened

7

8

Name of authority benefited

The Council of the Shire of Wingeacribe.

2. Identity of easement secondarily referred to in above mentioned plan

Easement to drain water 3 wide

Schedule of lots etc. affected

Lot burdened

8

Name of authority benefited

The Council of the Shire of Wingeacribe

3. Terms of Easement for Water Supply 10 wide firstly referred to in above mentioned plan

PART 2

Full and free right for the Council of the Shire of Wingeacribe, its successors and every corporation authorised by it from time to time and at all times to convey water in any quantities across and through the land herein indicated as the easement tenement

Robert Eric Walker
RETROUD PARK ESTATE PVTY LIMITED
COMMON SEAL

INSTRUMENT SETTING OUT INTERESTS CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919, LOGGED WITH 00631367

18th April 1983

Robert Eric Walker

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919

Lengths are in metres

(Sheet 2 of 2 Sheets)

Plan 00631367

Subdivision covered by Council Clerk's 1599/87 of 20/12/1982.

RETROUD PARK ESTATE PVTY LIMITED
COMMON SEAL

Full name and address of proprietor of the land:

together with the right to use, for the purposes of the easement any line of pipes already laid within the servient tenement for the purpose of conveying water or any pipe or pipes thereon or in substitution thereof and where no such line or pipe is substituted thereat, beneath or upon the surface of the servient tenement, and together with the right for the Council of the State of Wingeacribe, its successors and every corporation or person authorised by it with any tools, implements or machinery, necessary for the purpose, to enter the servient tenement and to remain there for a reasonable time for the purpose of laying, inspecting, cleaning, repairing, maintaining, or otherwise using any line or any part thereof and for any of the above purposes to open the soil of the servient tenement to such extent as may be necessary provided that the grantee and the persons authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the servient tenement and will restore that surface as nearly as practicable to its original condition.

THE COMMON SEAL OF RETROUD PARK ESTATE PVTY LIMITED HAS HERETOBEFORE BEEN ORDERED BY THE BOARD IN THE PRESENCE OF:-

Robert Eric Walker
Director

Robert Eric Walker
Assistant Secretary

THE COMMON SEAL OF PERMANENT NOMINEES (AUSTRALIA) LIMITED HAS HERETOBEFORE BEEN ORDERED BY THE BOARD IN THE PRESENCE OF:-

Robert Eric Walker
Director

Robert Eric Walker
Assistant Secretary

As Mortgagee under Mortgage No. 5714958 Westpac Banking Corporation hereby consents to this instrument.

Dated at Sydney this 2nd day of March, 1983.

Signed Sealed and Delivered in the presence of

by ROBERT ERIC WALKER in the presence of

WESTPAC BANKING CORPORATION
By the Attorney at Law of the undersigned
Robert General No. 202 and 201 under the seal of the firm
As Witnessed

I, Bruce Richard Davies, Under Secretary for Lands and Registrar General for New South Wales, certify that this document is a photograph made as a permanent record of a document in my custody this day.
22nd April, 1983



No. ^{WHP} 60 DEC 30 AM 11:45
 60 DEC 24 AM 10:58
 L638975
 New South Wales

Stamp Duty 75
 Stamp Duty

R.P. 13A

Fees:—
 Lodgment
 Endorsement

MEMORANDUM OF TRANSFER
 (REAL PROPERTY ACT, 1900.)

~~L289587~~
Remuneration

APR 00
30-11-24

I, KING RANCH (AUSTRALIA) PTY. LIMITED

This form may be used where new restrictive covenants are imposed or easements created or where the simple transfer form is unsuitable.

(Trusts must not be disclosed in the transfer.)

Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black non-copying ink.

All blanks should be ruled up before signing.

^a If a less estate, strike out "in fee simple" and interline the required alteration.

(herein called transferor)

being registered as the proprietor of an estate in fee simple^a in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of TWO THOUSAND SEVEN HUNDRED AND FIFTY ONE DOLLARS & NINE CENTS

(\$2751.09) (the receipt whereof is hereby acknowledged) paid to it by

JAMES OSWALD FAIRFAX

do hereby transfer to

^b Show in BLOCK LETTERS the full name, postal address and description of the persons taking, and if more than one, whether they hold as joint tenants or tenants in common.

the said JAMES OSWALD FAIRFAX of 21 Thornton Street, Darling Point,
Company Director
 (herein called transferee)

ALL such its Estate and Interest in ALL THE land mentioned in the schedule following:—

^c The description may refer to the defined residue of the land certificate or grant (e.g. "and being residue after transfer number ") or may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar General (e.g. "and being Lot section D.P. ").

Unless authorised by Reg. 53, Conveyancing Act Regulations, 1961, a plan may not be annexed to or endorsed on this transfer form.

County	Parish	Reference to Title			Description of Land ^c (if part only)
		Whole or Part	Vol.	Fol.	
Camden	Mittagong	Whole	10675	149	<p>TOGETHER WITH full and free right unto the Transferee (which expression shall include his executors administrators and assigns and all other persons authorised by him or them) in common with the Transferor (which expression shall include its successors and assigns and all other persons authorised by it or them)</p> <p>(a) to use the areas marked "catchment" within the areas shown in diagram "A" on Deposited Plan No. 233791 together with the roofs of any building or structure thereon for the purpose of catching rain water</p> <p>(b) to use those areas marked "storage" within the areas in diagram "A" on the said deposited plan for the purpose of storage of water in tanks upon above or under the ground or by other means</p> <p>(c) to use the existing pipelines constructed within the areas marked "pipeline" and the existing pipelines within the area marked "easement for pipelines catchment and water storage ten links wide and variable" in diagram "A" on the said deposited plan for the purpose of conveying water to Lot B in the said deposited plan</p> <p>(d) to use the pump and windmill marked "pump" and "windmill" in diagram "A" on the said deposited plan for the purpose of such conveyance of water</p> <p>AND to enter upon the land of the Transferor for the purpose of inspecting cleansing maintaining repairing replacing or improving the said areas of catchment and storage and the said existing pipelines</p>

2

And the transferee covenant(s) with the transferor

Strike out if unnecessary, or suitably adjust,
(i) if any easements to be created or any exceptions to be made; or
(ii) if the statutory covenants implied by the Act are intended to be varied or modified.

PROVIDED

- (i) that the Transferee shall not interfere with any buildings of the Transferor the roofs of which are used for catchment except for the purpose of securing repairing and maintaining such roofing for that purpose
- (ii) that the Transferee may remove or disturb any ground or earth within the area in the said diagram "A" marked "pipeline" and "easement for pipelines" only for the purposes aforesaid and shall as soon as practicable replace and restore any ground or earth so disturbed or removed and in so doing shall not unduly interfere with the use of the area by the Transferor
- (iii) that the Transferor will not demolish alter or modify any building within the areas shown in the said diagram "A" so as to remove or reduce the area of roof catchment without the prior consent of the Transferee
- (iv) neither the Transferor nor the Transferee shall do or suffer any act whereby the purity of any water caught stored or conveyed within the areas shown in the said diagram "A" is impaired or otherwise adversely affected.

Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919.

- In respect of the grants of easements set out above
- (a) the land to which the benefit of the easement is appurtenant is Lot 3 in the said deposited plan
 - (b) the land which is subject to the burden of the easement is Lot 4 in the said deposited plan
 - (c) the easements may be released varied or modified by agreement between the Transferor and the Transferee

RESERVING unto the Transferor full and free right and liberty to use in common with the Transferee the existing pipelines constructed within that strip of land shown as "site of easement for pipeline and water storage 10 links wide and variable" within Lot 3 shown on Deposited Plan 233791 for the passage of water and for this purpose to enter upon the said site of the easement to inspect cleanse repair replace maintain or improve all such pipelines as may be reasonable and proper in that behalf and for any of these purposes to remove and disturb earth and soil within the boundaries of the said easement making good nevertheless all damage and disturbance resulting therefrom and the Transferor in so doing shall not unduly interfere with the use of the area by the Transferee

AND RESERVING unto the Transferor full and free right and liberty to use in common with the Transferee the existing pipelines constructed within that strip of land shown as 'site of proposed easement for pipeline 10 links wide' on the plan annexed hereto and marked with the letter "A" for the passage of water and for this purpose to enter upon the said site of the easement to inspect cleanse repair replace maintain or improve all such pipelines as may be reasonable and proper in that behalf and for any of these purposes to remove and disturb earth and soil within the boundaries of the said easement making good nevertheless all damage and disturbance resulting therefrom and the Transferor in so doing shall not unduly interfere with the use of the area by the Transferee

AND RESERVING unto the Transferor a right-of-carriageway in the terms of the Conveyancing Act 1919 over that area within Lot 3 in the said deposited plan 20' wide along and within the full extent of the northern most boundary of the said Lot 3 being a line shown as bearing 127° 47' 40" and having a length of 443.2 links

- AND IT IS HEREBY AGREED AND DECLARED that -
- (a) the land to which the benefit of the reservations set out above is appurtenant is Lot 4 in Deposited Plan 233791
 - (b) the land which is subject to the burden of the reservations set out above is Lot 3 in the said Deposited Plan
 - (c) the reservations may be released varied or modified by agreement between the Transferor and the Transferee.

ENCUMBRANCES, &c., REFERRED TO.

Reservations and conditions, if any, contained in relevant Crown Grant. Easement for pipeline and water storage created by Transfer No. J836092 affecting the piece of land shown as "Easement for pipeline and water storage 10 links wide and variable" in the plan endorsed thereon.

Now being WHOLE of land comprised in Cert. of Title, Vol. 10675 Fol. 150

A very short note will suffice.

6238RPI

6238RPI

Should read 127° 46' 40"

PLAN OF proposed easement for pipeline
 10 links wide being part of Lot 3, D.P. 233791

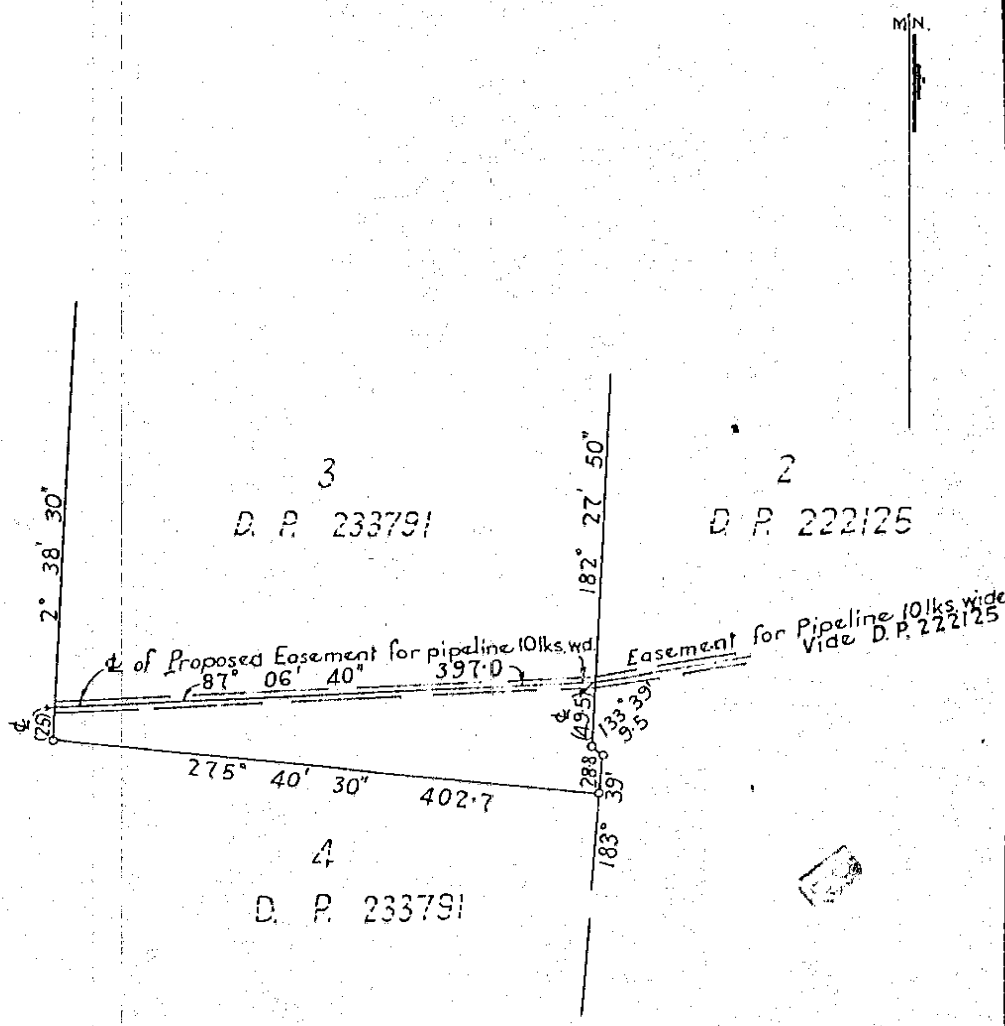
5

Man./Shire/City Mittagong
 Town or Locality Relford Park
 Parish Mittagong
 County Camden Scale 1 chn. to an inch

Registered: _____
 C.A.: _____
 Title System: _____
 Purpose: _____
 Ref. Map: _____
 Last Plan: _____

WARNING. Plan Drawing only to appear in this space.

WARNING. Plan Drawing only to appear in this space.



Signatures, Seals and Statements of intention to dedicate public roads or public reserves or create drainage reserves, easements or restrictions as to user.

THE COMMON SEAL of
**KING RANCH (AUSTRALIA)
 PTY. LIMITED** was here-
 unto affixed in pur-
 suance of a resolution
 of the Board of Directors
 by Sir Rupert Clarke the
 Managing Director thereof
 in the presence of:



John E. Wilson Sealing Officer
Rupert Clarke Managing Director
Zohair

I, Robert James Anderson of 328 Bong Bong St Bowral
 a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that
 the survey represented in this plan has been compiled
 in private and has been made * (1) by me (2) under my immediate supervision
 in accordance with the Survey Practice Regulations, 1933, and was completed on

Date of Line of Asimuth Signature R. Anderson
 Surveyor Registered under Surveyors Act, 1929, as amended.
 *Strike out either (1) or (2). Insert date of survey.

I hereby certify that — Council Clerk's Certificate.
 (a) the requirements of the Local Government Act, 1919 (other than the require-
 ments for the registration of plans, and
 * (b) the requirements of section 148 of the Metropolitan Water, Sewerage, and
 Drainage Act, 1924, as amended, Hunter District Water, Sewerage, and
 Drainage Act 1938, as amended
 have been complied with by the applicant in relation to the proposed
 (insert "new road" or "subdivision") set out herein.

Subdivision No. _____
 Date _____ (Signature) _____ Council Clerk.
 *This part of certificate to be deleted where the application is only for the
 opening of a new road or where the land to be subdivided is wholly outside the areas
 of operations of the Metropolitan Water Sewerage and Drainage Board and the
 Hunter District Water Board.
 Delete if inapplicable.

1623891

1623891

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919

Lengths are in metres: Sheet 1 of 4 sheets

PART 1

Plan: DP709664
 Subdivision covered by Shire Clerk's Certificate No. 644/83 dated 26th October, 1984 of Lot 10 D.P. 632535 being part of the land in Certificate of Title Volume 15100 Folio 219.

Full names and addresses of Proprietor of the Land: James Oswald Fairfax of Bowral, Company Director.

Full name and address of Mortgagee of the Land: Australia and New Zealand Banking Group Limited

1. **Identity of easement firstly referred to in abovementioned Plan.** Right of carriageway. Variable Width.

Schedule of lots etc., affected

<u>Lots Burdened</u>	<u>Lots Benefited</u>
100	101

2. **Identity of easement secondly referred to in abovementioned Plan.** Right of carriageway. Variable Width.

Schedule of lots etc., affected

<u>Lots Burdened</u>	<u>Lots Benefited</u>
101	100

GDN107953:CON:bw:12.11.84.

af

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919

Lengths are in metres: Sheet 2 of 4 sheets

PART 1 (CONTINUED)

Plan: DP709664
 Subdivision covered by Shire Clerk's Certificate No. 644/83 dated 26th October, 1984 of Lot 10 D.P. 632535 being part of the land in Certificate of Title Volume 15100 Folio 219.

3. **Identity of easement thirdly referred to in abovementioned Plan.** Easement for electricity purposes ten wide

Schedule of lots etc., affected

<u>Lots Burdened</u>	<u>Name of Authority Benefited</u>
101	Illawarra County Council of Bridge Street, Coniston, New South Wales

PART 2

TERMS OF EASEMENT FOR ELECTRICITY PURPOSES THIRDLY REFERRED TO IN ABOVEMENTIONED PLAN:

TOGETHER WITH FULL AND FREE RIGHT AND LIBERTY for the transferee its agents servants and workmen and contractors at all times hereafter to use and maintain for the purpose of the transmission of electrical energy the lines of structures poles cables fittings and wires at present constructed erected installed and laid in and upon the land referred to above and also for the purposes aforesaid to construct erect install lay use and maintain in and upon the said land any structures poles cables fittings or wires in substitution or in duplication of or in addition to the said line of structures poles cables fittings and wires and the necessary guys and appliances and also from time to time to inspect the condition of and amend and repair the said transmission lines and all structures poles cables wires guys fittings and appliances heretofore referred to and for the purposes aforesaid or any of them at all times to enter upon go return pass and re-pass through along and over the said land

af

AMENDMENTS AND/OR ADDITIONS MADE ON PLAN IN THE LAND TITLES OFFICE

10	20	30	40	50	60	Footnote of mm	110	120	130	140
----	----	----	----	----	----	----------------	-----	-----	-----	-----

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 10th October, 1989



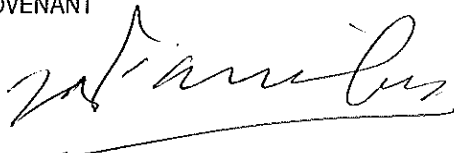
DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 1 sheet(s)


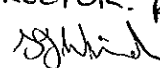
SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

PURSUANT TO SEC 88B OF THE CONVEYANCING ACT OF 1919 AS AMENDED IT IS INTENDED TO CREATE

- 1.EASEMENT FOR POND VARIABLE WIDTH
- 2.EASEMENT OVER DAM 90 WIDE
- 3.RIGHT OF ACCESS VARIABLE WIDTH
- 4.RIGHT OF CARRIAGEWAY 20 WIDE
- 5.POSITIVE COVENANT



Executed by Midas Properties Pty Limited
 ACN 008 585 902 by


 DIRECTOR. Richard Ambrose Walker

 Sharon Jane Windsor
 Company Secretary
 Use PLAN FORM 6A
 for additional certificates, signatures, seals and statements

DP1163429

Registered:  6.6.2011

Title System: TORRENS

Purpose: SUBDIVISION

PLAN OF
 SUBDIVISION OF LOT 1 DP 860647 &
 LOT 20 DP 1001806 & EASEMENT FOR
 POND WITHIN LOT 22 DP 849724

LGA: WINGECARRIBEE

Locality: BOWRAL

Parish: MITTAGONG

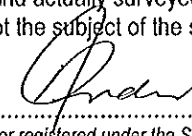
County: CAMDEN

Surveying Regulation, 2006

I, ROBERT J ANDERSON
 of 357 BONG BONG STREET BOWRAL
 a surveyor registered under the *Surveying Act, 2002*, certify that the survey represented in this plan is accurate, has been made in accordance with the *Surveying Regulation, 2006* and was completed on: 22-12-08

The survey relates to ...
 LOTS 22 & 23.....

(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature  Dated: 19/10/10
 Surveyor registered under the *Surveying Act, 2002*

Datum Line:X-Y
 Type /Rural

Plans used in the preparation of survey/compilation

DP 749010,860647,1001806,608333,849724,713730
 267914,842059,1014858,776954,265065,638152,
 738333,792719,882935,709664,1144578

(if insufficient space use Plan Form 6A annexure sheet)

SURVEYOR'S REFERENCE:17500

Crown Lands NSW/Western Lands Office Approval

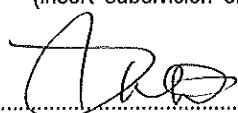
.....in approving this plan certify
 (Authorised Officer)
 that all necessary approvals in regard to the allocation of the land shown herein have been given

Signature:.....
 Date:.....
 File Number:.....
 Office:.....

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

the proposed **SUBDIVISION** set out herein
 (insert 'subdivision' or 'new road')



* Authorised Person/General Manager/Accredited Certifier
 WINGECARRIBEE SHIRE COUNCIL

Consent Authority:.....
 Date of Endorsement: 24/2/11
 Accreditation no: N/A
 Subdivision Certificate no: LVA 09/0534-03
 File no: LVA 09/0534

* Delete whichever is inapplicable.

* OFFICE USE ONLY

Instrument setting out terms of Easements or Profits à Pendre intended to be created or released and of Restrictions on the Use of Land or Positive covenants intended to be created pursuant to *Section 88B Conveyancing Act 1919*.

Sheet 1 of 6

Plan: **DP1163429**

Plan of Subdivision of Lot 20 in Deposited Plan 1001806 and Lot 1 in Deposited Plan 860647 *LVA 09/C584.03*
 EASEMENT FOR POND WITHIN LOT 22 ~~DP 849724~~ #
 DP 849724

Full name and address of the Owner of the land:

James Oswald Fairfax
 c/- Bridgestar Pty Limited
 Suite 902, Level 9
 19-31 Pitt Street
 Sydney NSW 2000

Part 1 (Creation)

Number of items shown in the intention panel on the plan.	Identity of easement, profit à pendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement for Pond variable width	Lot 22 in Deposited Plan 849724	Lot 23
2	Easement Over Dam 90 wide	Lot 22	Lot 23
3	Right of Access variable width	Lot 22	Lot 22 in Deposited Plan 849724
4	Right of Carrigeway 20 wide	Lot 23	Lot 22
5	Positive Covenant	Lot 22	Wingecarribee Shire Council

Les Pawlak
 Manager

Environmental Assessment Branch
 Wingecarribee Shire Council

DP1163429

Part 2 (Terms)

1. Terms of Easement for Pond numbered 1 in the plan:

1.1. The owners of the Lot Benefited and any other person who is at any time entitled to an estate or interest in possession in the Lot Benefited or any part of the lot and any person authorised by them ("Owners") may, at any time, access the Easement Site for the purposes of carrying out maintenance and repair to the pond on the Easement site and any landscaping works (Works) which the Owners or any one of them considers or thinks necessary or desirable and for that purpose:

- (a) enter upon the Easement Site with any tools implements, machinery, soil and plants necessary to carry out that purpose;
- (b) place, construct and allow to remain Works beneath or upon the surface of the Easement Site;
- (c) enter upon the Easement Site and remain there for any reasonable time for the purpose of laying, placing, constructing, cleaning, repairing, maintaining or renewing any Works; and
- (d) open the soil of the Lot Burdened to such extent as may be necessary to carry out any Works.

1.2. In exercising the rights conferred by clause 1.1, the Owners must:

- (a) ensure all Works are done properly and in accordance with the requirements of all relevant laws and authorities;
- (b) ensure that the Easement Site is maintained in a clean and tidy state;
- (c) take all due care;
- (d) take all reasonable precautions to ensure that the structural integrity of the structures located within the Lot Burdened are not disturbed or compromised; and
- (e) cause as little damage as is practicable to the Lot Burdened and any improvement on it.

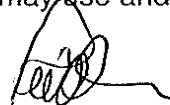
1.3. In paragraphs 1.1 and 1.2 "Easement Site" means that part of the Lot Burdened which is identified on the plan.

Name of person empowered to release, vary or modify the easement number 3 in the plan:

The registered proprietor for the time being of the lot benefited (Lot 23).

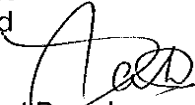
2. Terms of Easement Over Dam numbered 2 in the plan.

2.1. The owners of the Lot Benefited and any other person who is at any time entitled to an estate or interest in possession in the Lot Benefited or any part of the lot and any person authorised by them ("Owners") may use and consume water collected in the dam located on the Easement Site.



Les Pawlak
Manager

Environmental Assessment Branch
Wingecarribee Shire Council



DP1163429

Sheet 3 of 6
LWA 09/0534.03

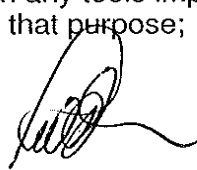
- 2.2. The Owners may, at any time, access the Easement Site for the purposes of carrying out maintenance and repair to the dam on the Easement site (Works) which the Owners or any one of them considers or thinks necessary or desirable and for that purpose:
- (a) enter upon the Easement Site with any tools implements, machinery, soil and plants necessary to carry out that purpose;
 - (b) place, construct and allow to remain Works beneath or upon the surface of the Easement Site;
 - (c) enter upon the Easement Site and remain there for any reasonable time for the purpose of laying, placing, constructing, cleaning, repairing, maintaining or renewing any Works; and
 - (d) open the soil of the Lot Burdened to such extent as may be necessary to carry out any Works.
- 2.3. In exercising the rights conferred by clause 2.1 and 2.2, the Owners must:
- (a) ensure all Works are done properly and in accordance with the requirements of all relevant laws and authorities;
 - (b) ensure that the Easement Site is maintained in a clean and tidy state;
 - (c) take all due care;
 - (d) take all reasonable precautions to ensure that the structural integrity of the structures located within the Lot Burdened are not disturbed or compromised; and
 - (e) cause as little damage as is practicable to the Lot Burdened and any improvement on it.
- 2.4. In paragraphs 2.1, 2.2 and 2.3 "Easement Site" means that part of the Lot Burdened which is indentified on the plan.

Name of person empowered to release, vary or modify the easement number 3 in the plan:

The registered proprietor for the time being of the lot benefited (Lot 23).

3. Terms of Right of Access variable width numbered 3 in the plan:

- 3.1. The owners of the Lot Benefited and any other person who is at any time entitled to an estate or interest in possession in the Lot Benefited or any part of the lot and any person authorised by them ("Owners") may, at any time, access the Easement Site for the purposes of carrying out maintenance and repair to the ponds and garden structures, including but not limited to gazebos and trellises, on the Easement site and any landscaping works (Works) which the Owners or any one of them considers or thinks necessary or desirable and for that purpose:
- (a) enter upon the Easement Site with any tools implements, machinery, soil and plants necessary to carry out that purpose;



DP1163429

Sheet 4 of 6
LVA 09/0504 . 03

- (b) place, construct and allow to remain Works beneath or upon the surface of the Easement Site;
- (c) enter upon the Easement Site and remain there for any reasonable time for the purpose of laying, placing, constructing, cleaning, repairing, maintaining or renewing any Works; and
- (d) open the soil of the Lot Burdened to such extent as may be necessary to carry out any Works.

3.2. In exercising the rights conferred by clause 3.1, the Owners must:

- (a) ensure all Works are done properly and in accordance with the requirements of all relevant laws and authorities;
- (b) ensure that the Easement Site is maintained in a clean and tidy state;
- (c) take all due care;
- (d) take all reasonable precautions to ensure that the structural integrity of the structures located within the Lot Burdened are not disturbed or compromised; and
- (e) cause as little damage as is practicable to the Lot Burdened and any improvement on it.

3.3. In paragraphs 3.1 and 3.2 "Easement Site" means that part of the Lot Burdened which is identified on the plan.

Name of person empowered to release, vary or modify the easement number 3 in the plan:

The registered proprietor for the time being of the lot benefited.

4. Terms of Right of Carrigeway 20 wide numbered 4 in the plan:

4.1 The owners of the Lot Benefited and any other person who is at any time entitled to an estate or interest in possession of the Lot Benefited and any person authorised by them ("Owners"):

- (a) may pass and repass at all times by any reasonable means but only within the Easement Site to get to and from the lot benefited; and
- (b) do anything reasonably necessary for that purpose including carrying out work within the Easement Site such as constructing, placing, repairing or maintaining trafficable surfaces.

4.2 In exercising those powers, the Owner of the Lot Benefited must:

- (a) maintain and repair the carriageway to the Lot Benefited in serviceable condition and ensure all work is done properly and with all due care;
- (b) cause as little inconvenience as is practicable to the Owners and any occupier of the Lot Burdened; and



DP1163429

LUA 09/0534.03

- (c) cause as little damage as is practicable to the Lot Burdened and any improvement on it; and
 - (d) restore the Lot Burdened as nearly as is practicable to its former condition; and
 - (e) make good any collateral damage.
- 4.3 The Owners of the Lot Benefited must not erect any structures on the Easement Site including fences.
- 4.4 In paragraphs 4.1, 4.3 and 4.3, "Easement Site" means that part of the Lot Burdened which is identified on the plan.

Name of authority empowered to release, vary or modify the easement numbered 4 in the plan:

Wingecarribee Shire Council.

5. Terms of Positive Covenant numbered 5 in the plan:

- 5.1. The Owners of the Lot Burdened ("Owners") covenants with the Authority Benefited that if a development approval is granted by the Authority Benefited to develop the Lot Burdened the Owners will at their cost construct a carriageway on the Covenant Site which is 3 metres wide and surfaced to give a soft appearance to compliment the landscape adjoining the Covenant Site.
- 5.2. The Owners must maintain repair and keep the carriageway in good and substantial repair.
- 5.3. In paragraphs 5.1 and 5.2 "Covenant Site" means that part of lot 23 which is identified on the plan and being an "Easement Site" referred to in the terms of Right of Carriageway 20 wide numbered 4 in the plan.

Name of authority empowered to release, vary or modify the positive covenant numbered 5 in the plan:

Wingecarribee Shire Council.



**Les Pawlak
Manager**


**Environmental Assessment Branch
Wingecarribee Shire Council**



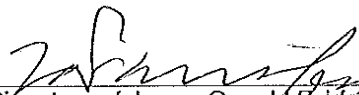
DP1163429

Sheet 6 of 6
LVA 09/0534.03

Signed by James Oswald Fairfax
in the presence of:)
)



Signature of witness



Signature of James Oswald Fairfax

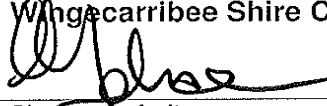
Allen Ralph ROBERTSON

Name of witness

10 The Grove Roseville NSW

Address of witness

Signed on behalf of
Wingecarribee Shire Council by:)
)



Signature of witness



Signature of General Manager

E JOHNSON

Name of witness

JASON R. GORDON

Name of authorised officer

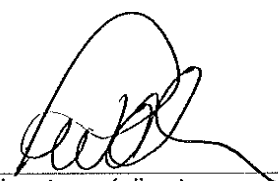
Elizabeth Street

Address of witness Mass Vale 2577

Executed on behalf of
Midas Properties Pty Limited
ACN 008 585 902
by:)
)

X 

Signature of director/company secretary




Signature of director

X Sharon Jane Windsor

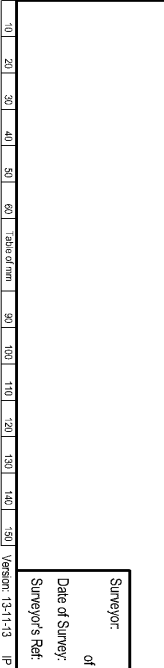
Name of director/company secretary

Richard Ambrose Walker

Name of director


Les Pawlak
Manager
Valuation Assessment Branch
Wingecarribee Shire Council

REGISTERED  6.6.2011



Surveyor: IAN R PEARSE
 Date of Survey: 22/02/2013
 Surveyor's Ref: 137500 EAST

PLAN OF SUBDIVISION OF LOT 22 DP 1163429 & LOTS 421 & 422 DP 792719

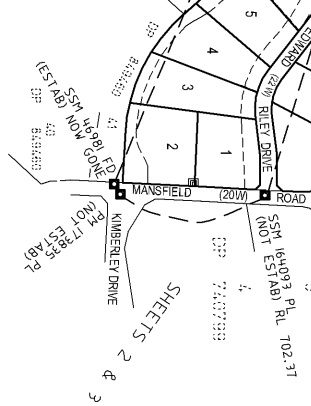
LGA: WINGECARRIBEE BOWRAL
 Locality: BOWRAL
 LMA: 1110771.02

Registered 9.12.2013

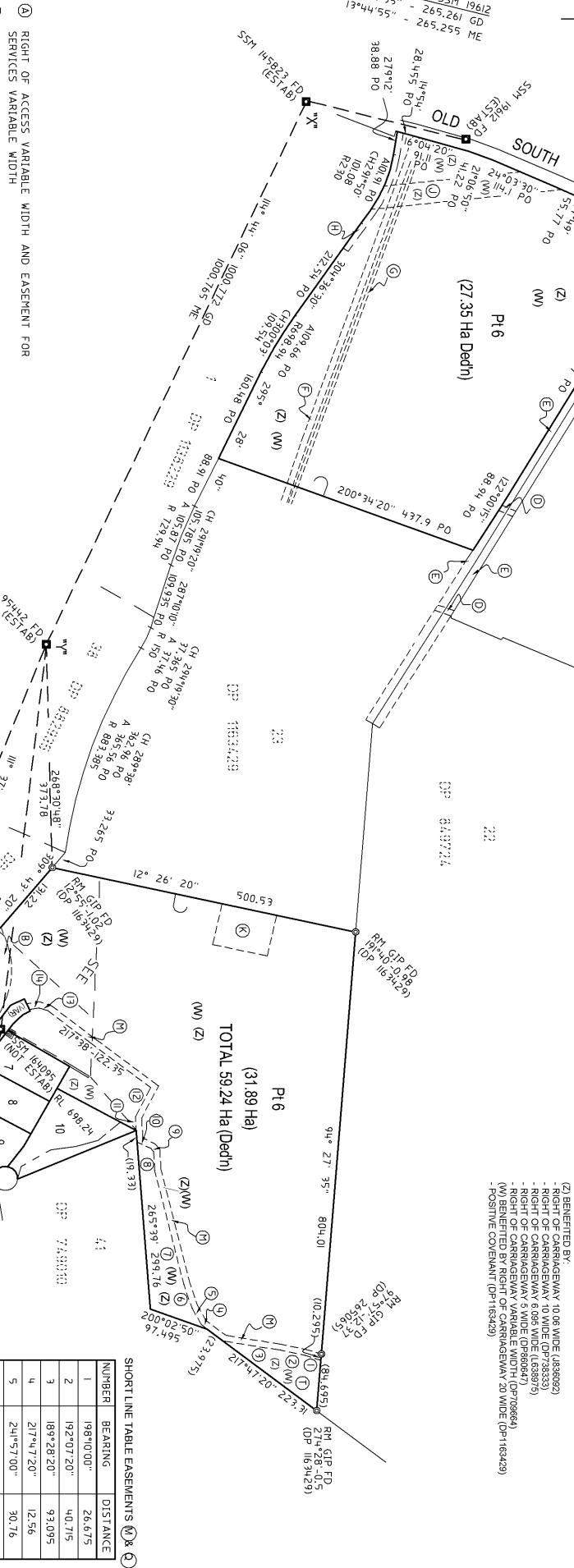
DP1189022

- (A) RIGHT OF ACCESS VARIABLE WIDTH AND EASEMENT FOR SERVICES VARIABLE WIDTH
- (B) EASEMENT FOR DRAINAGE OF WATER VAR WIDTH
- (C) RIGHT OF WAY 10.06 WIDE (J836092)
- (D) RIGHT OF CARRIAGEWAY VAR WIDTH (DP 709644)
- (E) EASEMENT FOR ELECTRICAL PURPOSES 10 WIDE (DP 860647)
- (F) RIGHT OF CARRIAGEWAY 5 WIDE (DP 860647)
- (G) RIGHT OF CARRIAGEWAY 10 WIDE (DP 789339)
- (H) EASEMENT FOR TRANSMISSION LINE 36.575WIDE (L445059)
- (I) EASEMENT OVER DAM 90 WIDE (DP 1163429)
- (J) RIGHT OF ACCESS 10 WIDE AND EASEMENT FOR SERVICES 10 WIDE
- (K) RIGHT OF ACCESS VARIABLE WIDTH (DP 1163429)

PERMANENT MARK CONNECTIONS			
SSM 99442 - SSM 164095	96°44'15"	643.492	
SSM 164095 - SSM 164093	106°17'57"	250.746	
SSM 164093 - PM 173835	176°56'07"	191.088	
PM 173835 - SSM 46981	248°44'02"	22.002	



NUMBER	BEARING	DISTANCE
1	198°10'00"	26.675
2	192°07'20"	40.715
3	189°28'20"	93.095
4	217°47'20"	12.56
5	241°57'00"	30.76
6	251°24'40"	42.465
7	265°44'20"	195.83
8	266°50'50"	31.95
9	228°28'50"	6.87
10	205°58'00"	24.515
11	266°25'20"	2.315
12	296°40'00"	54.575
13	197°46'20"	14.93
14	169°43'300"	15.635



SURVEYING, SPATIAL AND INFORMATION REGULATION 2012 (L350(D)) & CL 6(2)						
COMBINED SCALE FACTOR 1.000163						
MARK	EASTING	NORTHING	ZONE (CLASS)	ORDER	METHOD	ORIGIN
SSM 19612	265018.023	618095.611	56	B	2	SC1MS
SSM 46981	266733.600	6180074.405	56	B	2	SC1MS
SSM 99442	265984.078	6180414.094	56	B	2	SC1MS
SSM 145823	264954.970	6180837.508	56	B	2	SC1MS
SSM 164093	266714.395	6180273.21	56	U		AUSPOS
SSM 164095	266503.24	6180343.60	56	U		PLD
PM 173835	266754.17	6180082.37	56	U		PLD

SOURCE: MGA CO-ORDINATES ADAPTED FROM SC1MS 13/03/2013

(Z) BENEFITTED BY:
 - RIGHT OF CARRIAGEWAY 10.06 WIDE (J836092)
 - RIGHT OF CARRIAGEWAY 5 WIDE (DP789339)
 - RIGHT OF CARRIAGEWAY 10 WIDE (DP789339)
 - RIGHT OF CARRIAGEWAY 5 WIDE (DP860647)
 - RIGHT OF CARRIAGEWAY VARIABLE WIDTH (DP709644)
 - RIGHT OF CARRIAGEWAY VARIABLE WIDTH (DP1163429)
 - POSITIVE COVENANT (DP1163429)

- (A) RIGHT OF ACCESS VARIABLE WIDTH AND EASEMENT FOR SERVICES VARIABLE WIDTH
- (B) EASEMENT FOR DRAINAGE OF WATER YARD WIDTH
- (C) RIGHT OF ACCESS 10 WIDE & EASEMENT FOR SERVICES 10 WIDE
- (D) EASEMENT FOR UNDERGROUND CABLES 3 WIDE
- (E) EASEMENT FOR SERVICES 1 WIDE
- (F) RESTRICTION ON THE USE OF LAND
- (G) BENEFITED BY EASEMENT FOR WATER SUPPLY 3 WIDE (DP683152)

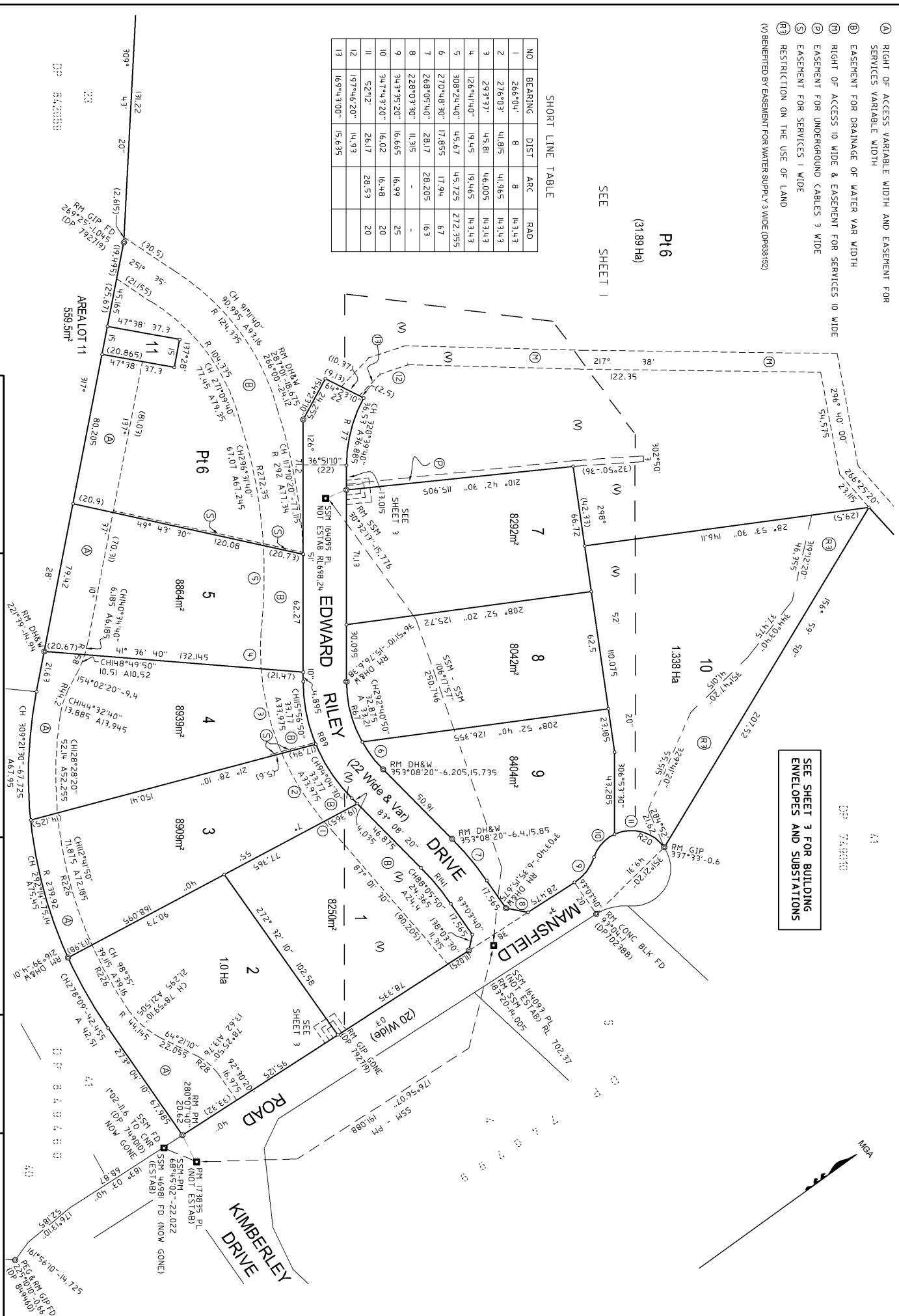
SEE SHEET 1

Pt 6
(31.89Ha)

SHORT LINE TABLE

NO	BEARING	DIST	ARC	RAD
1	266°04'	8	8	143.43
2	276°03'	41.815	41.965	1143.43
3	293°37'	45.81	46.005	1143.43
4	126°44'0"	19.45	19.465	1143.43
5	308°24'40"	45.67	45.725	272.355
6	270°48'30"	17.855	17.99	67
7	268°05'40"	28.17	28.205	163
8	228°03'30"	11.315	-	-
9	34°3'35'20"	16.665	16.99	25
10	34°7'43'20"	16.02	16.48	20
11	52°12'	26.17	28.53	20
12	197°46'20"	14.93	-	-
13	169°43'00"	15.635	-	-

SEE SHEET 3 FOR BUILDING ENVELOPES AND SUBSTATIONS



10	20	30	40	50	60	70	80	90	100	110	120	130	140	150
Surveyor: IAN R PEARSE Date of Survey: 22/02/2013 Surveyor's Ref: 137500 EAST LandTeam Boral 4881 2467 Date of Survey: 22/02/2013 Surveyor's Ref: 137500 EAST PLAN OF SUBDIVISION OF LOT 22 DP 1163429 & LOTS 421 & 422 DP 192719 LGRA: WINGECARRIBEE BOWRAL Locality: BOWRAL Subdivision No: LMA 1110771.02 Registered: 9/12/2013 DP1189022														


PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection

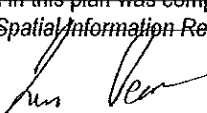
ePlan

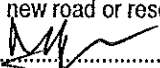
DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

Registered:  9.12.2013 Title System: TORRENS Purpose: SUBDIVISION	Office Use Only <h1 style="margin: 0;">DP1189022</h1> Office Use Only
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PLAN OF SUBDIVISION OF LOT 22 DP1163429 AND LOTS 421 & 422 DP 792719	LGA: WINGECARRIBEE Locality: BOWRAL Parish: MITTAGONG County: CAMDEN
---	---

Crown Lands NSW/Western Lands Office Approval I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office:	Survey Certificate I, IAN R PEARSE of LandTeam Aust Ply Ltd 357 BONG BONG STREET BOWRAL.... a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> , is accurate and the survey was completed on *(b) The part of the land shown in the plan (*being/*excluding ^ LOT 6 was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> , is accurate and the survey was completed on 22February 2013 the part not surveyed was compiled in accordance with that Regulation. *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> . Signature:  Dated: 01/07/13 Surveyor ID: 267 Datum Line: "X" - "Y" Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous. *Strike through if inapplicable. ^Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.
--	---

Subdivision Certificate I, <u>Nicholas Wilton</u> *Authorised Person/* General Manager/* Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature:  Accreditation number: <u>N/A</u> Consent Authority: <u>WINGECARRIBEE SHIRE COUNCIL</u> Date of endorsement: <u>13 AUGUST 2013</u> Subdivision Certificate number: <u>LVA 11/0771.02</u> File number: <u>LVA 11/0771</u> *Strike through if inapplicable.	Statements of intention to dedicate public roads, public reserves and drainage reserves. IT IS INTENDED TO DEDICATE EDWARD RILEY DRIVE TO THE PUBLIC AS ROAD
---	---

Plans used in the preparation of survey/compilation. DP 792719 DP 849724 DP 1464329-1163429 If space is insufficient continue on PLAN FORM 6A	Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A
---	--

Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	Surveyor's Reference: 137500 EAST
--	-----------------------------------

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 3 sheet(s)

Registered:  9.12.2013

Office Use Only

Office Use Only

DP1189022

PLAN OF
SUBDIVISION OF LOT 22 DP1163429 AND
LOTS 421 & 422 DP 792719

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: LUA 11/0771.02

Date of Endorsement: 13 AUGUST 2013

PURSUANT TO SEC 88B OF THE CONVEYANCING ACT OF 1919 AS AMENDED IT IS INTENDED TO:

CREATE:

1. RIGHT OF ACCESS VARIABLE WIDTH (A)
2. EASEMENT FOR SERVICES VARIABLE WIDTH (A)
3. EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (B)
4. EASEMENT FOR UNDERGROUND CABLES 3 WIDE (P)
5. RIGHT OF ACCESS 10 WIDE (M)
6. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (N)
7. RESTRICTION ON THE USE OF LAND (R1)
8. RESTRICTION ON THE USE OF LAND (R2)
9. POSITIVE COVENANT
10. RESTRICTIONS ON THE USE OF LAND
11. RESTRICTIONS IN THE USE OF LAND (BE)
12. RESTRICTION ON THE USE OF LAND (R3)
13. RESTRICTIONS ON THE USE OF LAND
14. RESTRICTIONS ON THE USE OF LAND
15. POSITIVE COVENANT
16. RESTRICTIONS ON THE USE OF LAND
17. EASEMENT FOR SERVICES 1 WIDE
18. POSITIVE COVENANT
19. EASEMENT FOR SERVICES 10 WIDE (M)

RELEASE:

1. RIGHT OF CARRIAGEWAY 10 WIDE (DP265065)
2. EASEMENT FOR ELECTRICITY PURPOSES 10 WIDE (DP709664)
3. EASEMENT FOR ELECTRICITY PURPOSES 10 WIDE (DP702388)
4. RIGHT OF CARRIAGEWAY AND EASEMENT OF SERVICES 10 WIDE (DP 746160)
5. RIGHT OF CARRIAGEWAY 15 WIDE (DP 746160)

If space is insufficient use additional annexure sheet


Surveyor's Reference: 137500 EAST

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 3 of 3 sheet(s)

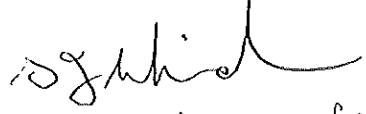
Office Use Only Registered:  9.12.2013	Office Use Only <h1 style="margin: 0;">DP1189022</h1>
PLAN OF SUBDIVISION OF LOT 22 DP1163429 AND LOTS 421 & 422 DP 792719	This sheet is for the provision of the following information as required: • A schedule of lots and addresses - See 60(c) SSI Regulation 2012 • Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 • Signatures and seals- see 195D Conveyancing Act 1919 • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
Subdivision Certificate number: <u>LUA 11 0771.02</u> Date of Endorsement: <u>13.8.2013</u>	

Lot	Street Number	Street Name	Street Type	Locality
1	30	Mansfield	Road	Bowral
2	28	Mansfield	Road	Bowral
3	20	Mansfield	Road	Bowral
4	22	Mansfield	Road	Bowral
5	24	Mansfield	Road	Bowral
6	N/A	N/A	N/A	Bowral
7	6	Edward Riley	Drive	Bowral
8	4	Edward Riley	Drive	Bowral
9	2	Edward Riley	Drive	Bowral
10	34	Mansfield	Drive ROAD	Bowral
11	N/A	MANSFIELD.	ROAD	BOWRAL

Executed on behalf of Midas Proprietary Pty Ltd (ACN 008585902)

by:


RICHARD AMBROSE WALKER
 R.A. Walker - Director

Sharon Windsor - Secretary

L. Coulson
 Signature of witness

LISA ANNE COULSON
 Name of witness

ALLEN RALPH ROBINSON 

On behalf of
 JAMES OSWALD FAIRFAX By Attorney Number 654 Book 4044

4 Simone Place
Peakhurst 2210

Residential Address of
 Witness.

Surveyor's Reference: 137500 EAST

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

ePlan

Sheet 1 of 19

Plan: **DP1189022**

Of subdivision of Lot 22 in DP 1163429 and Lots 421 and 422 in DP 792719 covered by Council's Subdivision Certificate No. LUA11/0771.02

Full name and address of the Owner of the land:

James Oswald Fairfax
 1325 Old South Road
 BOWRAL NSW 2576

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Right of Access variable width (A on the plan)	6	11 & Wingecarribee Shire Council
		5	6, 11 & Wingecarribee Shire Council
		4	5, 6, 11 & Wingecarribee Shire Council
		3	4, 5, 6, 11 & Wingecarribee Shire Council
		2	3, 4, 5, 6, 11 & Wingecarribee Shire Council
2	Easement for Services variable width (A on the plan)	6	11 & Wingecarribee Shire Council
		5	6, 11 & Wingecarribee Shire Council
		4	5, 6, 11 & Wingecarribee Shire Council
		3	4, 5, 6, 11 & Wingecarribee Shire Council

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

ePlan

Sheet 2 of 19

Plan: **DP1189022**

Of subdivision of Lot 22 in DP 1163429 and Lots 421 and 422 in DP 792719 covered by Council's Subdivision Certificate No. LUA11/0771.02

2 (cont)	Easement for Services variable width (A on the plan)	2	3, 4, 5, 6, 11 & Wingecarribee Shire Council
3	Easement for Drainage of water variable width (B on the plan)	1	Wingecarribee Shire Council
		3	1 & Wingecarribee Shire Council
		4	1, 3 & Wingecarribee Shire Council
		5	1, 3, 4 & Wingecarribee Shire Council
		6	1, 3, 4,5 & Wingecarribee Shire Council
4	Easement for underground cables 3 wide (P on the plan)	6	Endeavour Energy
5	Right of Access 10 wide (M on the plan)	6	22/849724
6	Easement for Padmount Substation 2.75 wide (N on the plan)	2, 7	Endeavour Energy
7	Restriction on the Use of Land (R1 on the plan)	1 & 2, Part 6 & 7	Endeavour Energy
8	Restriction on the Use of Land (R2 on the plan)	1 & 2, Part 6 & 7	Endeavour Energy
9	Positive Covenant	1, 3, 4, 5 & 6	Wingecarribee Shire Council
10	Restrictions on the Use of Land	1, 3, 4, 5 & 6	Wingecarribee Shire Council
11	Restrictions on the Use of Land (Marked BE on the plan)	1-5, 7-10	Wingecarribee Shire Council
12	Restriction on the Use of Land (Marked R3 on the plan)	10	Wingecarribee Shire Council
13	Restrictions on the Use of Land	1-5, 7-10	Wingecarribee Shire Council
14	Restrictions on the Use of Land	1, 3, 4, 5 & 6	Wingecarribee Shire Council

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

ePlan
 Sheet 3 of 19

Plan: **DP1189022**

Of subdivision of Lot 22 in DP 1163429 and Lots 421 and 422 in DP 792719 covered by Council's Subdivision Certificate No. LUA11/0771.02

15	Positive Covenant	1-5, 7-10	Sydney Catchment Authority
16	Restrictions on the Use of Land	1-5, 7-10	Each and every other lot burdened
17	Easement for Services 1 wide	4 6	3 5 & 11
18	Positive Covenant	1, 3 - 6	Sydney Catchment Authority
19	Easement for Services 10 wide (Marked M on the plan)	6	22/849724

Part 1A (Release)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be released and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Right of carriageway 10 wide (DP 265065)	421/792719 22/1163429	22/1163429 23/1163429 22/849724 - 22/849724
2	Easement for electricity purposes 10 wide (DP709664)	22/1163429	Endeavour Energy as statutory successor to Illawarra Country Council
3	Easement for electricity purposes 10 wide (DP702388)	421/792719	Endeavour Energy
4	Right of carriageway and easement for services 10 wide (DP 746160)	422/792719	22/1163429 23/1163429
5	Right of carriageway 15 wide (DP 746160)	421/792719	22/1163429 23/1163429

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

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Plan: DP1189022

Of subdivision of Lot 22 in DP 1163429 and Lots 421 and 422 in DP 792719 covered by Council's Subdivision Certificate No. LUA11/0771.02

Part 2 (Terms)

Terms of right of access variable width firstly referred to in the plan

The rights granted and the obligations imposed pursuant to the easement for right of access as defined by Part 14 Schedule 8 of the Conveyancing Act 1919 are added to by the following provisions in this clause. Where there is any conflict between the provisions of this clause and the definition of the easement for "Right of Access" the provisions of this clause will prevail with the necessary changes being deemed to have been made to the definition of the easement for "Right of Access"

1. In this clause:

"**Owner**" means a registered proprietor of the land burdened from time to time.

"**Owners**" means the owners of the land burdened, unless otherwise expressly stated.

"**Maintenance**" means (without limitation) repairing, reinstating and replacing the road pavement in the land burdened with like materials or any other material in substitution thereof and also includes (in relation to the non-trafficable area of the land burdened) mowing, planting, watering and generally keeping the land burdened neat and tidy and free of accumulated waste or rubbish.

2. The owners shall contribute to the reasonable maintenance in equal amounts.

3. Notwithstanding subclause (2) the cost of maintenance caused by careless or reckless use will be the sole responsibility of the owner who by act or omission causes, authorises, allows or is reasonably responsible for the damage to the land burdened. No owner may do, or omit to do, anything which obstructs or inhibits any other owners' access to their land. This includes (but is not limited to) parking vehicles on the land burdened. Each owner will be responsible for the acts or omissions of their own employees and invitees.

4. If there is any disagreement between the owners touching upon anything referred to in this clause ("dispute") no owner shall commence court or arbitration proceedings unless the dispute resolution procedures in this subclause have been first complied with except when an owner seeks urgent interlocutory release. The dispute resolution procedures are:

a) An owner claiming that a dispute has arisen must give written notice to the other owners specifying the nature of the dispute.

b) The owners must mediate the dispute in accordance with the Mediation Rules of the Law Society of New South Wales and take action to have the dispute mediated within seven (7) days of receipt of written notice of the dispute.

c) The owners agree that the President of the Law Society of New South Wales or the President's nominee will select the mediator and determine the mediator's remuneration.

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

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Plan: **DP1189022**

Of subdivision of Lot 22 in DP 1163429 and Lots 421 and 422 in DP 792719 covered by Council's Subdivision Certificate No. LUA11/0771.02

- d) The owners will be jointly responsible for the fees of the mediator and each owner shall bear their own costs.
 - e) The owners may enter into a written agreement before mediating a dispute.
 - f) If any procedural aspects are not specified sufficiently in the rules under subparagraph (c) the owners agree to conduct the mediation regarding those aspects in accordance with the determination of the mediator whose decision regarding those aspects is final and binding on the owners.
 - g) Any legal representative acting for any of the owners may participate in mediation.
 - h) From the time when a notice of dispute is served, no owner may take any action that might incur a cost to the other owner except in an emergency.
5. The maintenance obligation of the owners and any of the positive obligations of the owners pursuant to this clause are intended to impose positive obligations in accordance with the provision of S88BA of the Conveyancing Act (as amended).

Names of persons empowered to release vary or modify easement numbered 1 in the plan

The owners jointly of the land benefited and the land burdened and Wingecarribee Shire Council.



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Of subdivision of Lot 22 in DP 1163429 and Lots 421 and 422 in DP 792719 covered by Council's Subdivision Certificate No. LUA11/0771.02

Terms of Easement for Underground Cables 2 wide numbered 4 in the plan:

The terms of Memorandum 9262885 filed at Land and Property Information are incorporated in this document, subject to changing Integral Energy Australia to Endeavour Energy in Clause 5.1.

Names of authority empowered to release vary or modify easement numbered 4 in the plan

Endeavour Energy

Terms of Easement for Padmount Substation 2.75 wide numbered 6 in the plan:

The terms of Memorandum 9262886 filed at Land and Property Information are incorporated in this document, subject to changing Integral Energy Australia to Endeavour Energy in Clause 5.1.

Names of authority empowered to release vary or modify easement numbered 6 in the plan

Endeavour Energy

Terms of Restriction on the Use of Land numbered 7 in the plan:

1. No building shall be erected or permitted to remain within the restriction site unless:
 - 1.1 the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and
 - 1.2 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating

and the owner provides the authority benefited with an engineer's certificate to this effect.

2. The fire ratings mentioned in Clause 1 must be achieved without the use of fire fighting systems such as automatic sprinklers.
3. Definitions:
 - 3.1 "**building**" means a substantial structure with a roof and walls and includes any projections from the external walls
 - 3.2 "**erect**" includes construct, install, build and maintain
 - 3.3 "**restriction site**" means that part of the lot burdened subject to the restriction on the use of land shown as R1 on the plan
 - 3.4 "**120/120/120 fire rating**" and "**60/60/60 fire rating**" mean the fire resistance level of a building expressed as a grading period in minutes for structural adequacy/integrity failure/insulation failure calculated in accordance with Australian Standard 1530.

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Plan: **DP1189022**

Of subdivision of Lot 22 in DP 1163429 and Lots 421 and 422 in DP 792719 covered by Council's Subdivision Certificate No. LUA11/0771.02

Name of authority empowered to release vary or modify restriction numbered 7 in the plan:

Endeavour Energy

Terms of Restriction on the Use of Land numbered 8 in the plan:

1. No swimming pool or spa shall be erected or permitted to remain within the restriction site shown R2 on the plan.

Definitions:

- 2.1 "erect" includes construct, install, build and maintain
- 2.2 "restriction site" means that part of the lot burdened subject to the restriction on the use of land.

Name of authority empowered to release vary or modify restriction numbered 8 in the plan:

Endeavour Energy

Terms of Positive Covenant numbered 9 in the plan:

The registered proprietors of the lots shall:

- (a) Ensure that stormwater facilities which are located on the lots burdened are maintained in a safe and functional manner;
- (b) Shall not make any alterations to the stormwater system or elements thereof without prior consent in writing from the Council;
- (c) Permit the Council or its authorised agent from time to time upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for compliance with the requirements of the clause;
- (d) Comply with the terms of any written notice issued by the Council in respect to the requirements of clause (c) within the time stated in the notice. In the event of the registered proprietors failing to comply with the terms of any written notice served with the respect of the matters in clause (c), the Council or its authorised agents may enter with all necessary equipment and carry out any work required to ensure the safe and efficient operations of the system and recover the amount due in legal proceedings (including legal costs and fees) and entry of a

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Plan: **DP1189022**

Of subdivision of Lot 22 in DP 1163429 and Lots 421 and 422 in DP 792719 covered by Council's Subdivision Certificate No. LUA11/0771.02

covenant charge on the lots burdened under Section 88F of the Conveyancing Act 1919. In carrying out any work under this clause, the Council shall take reasonable precautions to ensure that the land is disturbed as little as possible.

Name of authority empowered to release vary or modify Positive Covenant numbered 9 in the plan

Wingecarribee Shire Council

Terms of Restrictions on the use of land numbered 10 in the plan

The proprietor of the burdened lot shall not:

- (a) Allow any obstruction or interference of any kind to be erected, placed, created or performed so as to inhibit the flow of water to and from the Drainage System;
- (b) Except in accordance with the written approval of the Council, allow any building, erection or structure to be constructed or allowed to remain constructed or placed on the Drainage System;
- (c) Carry out or allow to be carried out any alterations to the Drainage System including surface levels, controlled outflows, grates, pipes, orifice plate, mesh screen or any other materials or elements thereof outside those normally required for the formation, maintenance and proper function of the Drainage System.
- (d) The lots burdened shall not erect any fence within the approved drainage facility unless it is of open wire type fencing.

Name of the Authority empowered to release vary or modify the Restrictions on the use of land numbered 10 in the plan

Wingecarribee Shire Council

Terms of Restrictions on the use of land numbered 11 in the plan

1. No dwelling shall be erected on the lot other than in the designated building area marked BE on the plan;
2. No fencing other than post and wire or post and rail with or without hedging shall be permitted. Metal clad fencing (eg colorbond) is not permitted

Name of the Authority empowered to release vary or modify the Restrictions on the use of land numbered 11 in the plan

Wingecarribee Shire Council



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Of subdivision of Lot 22 in DP 1163429 and Lots 421 and 422 in DP 792719 covered by Council's Subdivision Certificate No. LUA11/0771.02

Terms of Restriction on the use of land numbered 12 in the plan

No Southern Highlands Shale Woodland Vegetation is to be removed and revegetation is required within the area marked R3 on the plan. Revegetation shall be completed in accordance with the methodology and using species listed in "Addendum Fauna Flora Assessment Retford Park" Eastern Subdivision Bowral prepared by Joy Hafey and dated 20 June 2013.

Name of the Authority empowered to release vary or modify the Restriction on the use of land numbered 12 in the plan

Wingecarribee Shire Council

Terms of Restrictions on the use of land numbered 13 in the plan

Pursuant to the Report of Ground Technologies (Report No.GT1804) dated 2/11/12, the site classifications in accordance with AS2870 of Lots 1 – 5 and 7 – 10 inclusive are as follows:

Lot Number	Site Classification
1	P
2	P
3	P
4	P
5	P
7	P
8	P
9	P
10	P

The registered proprietor must ensure that the structure constructed on any such lot is designed and constructed utilising a suitable footing system taking into account the relevant site classification

Name of the Authority empowered to release vary or modify the Restriction on the use of land numbered 13 in the plan

Wingecarribee Shire Council

Terms of Restrictions on the Use of Land numbered 14 in the plan:

No dwelling shall be erected upon the land burdened with a finished floor level of less than:

Lot 1	700.968	AHD
Lot 2	700.968	AHD
Lot 3	699.969	AHD
Lot 4	699.349	AHD
Lot 5	698.683	AHD

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Of subdivision of Lot 22 in DP 1163429 and Lots 421 and 422 in DP 792719 covered by Council's Subdivision Certificate No. LUA11/0771.02

Lot 7	698.476	AHD
Lot 8	699.349	AHD
Lot 9	700.968	AHD

Name of authority empowered to release vary or modify restrictions numbered 14 in the plan:

Wingecarribee Shire Council

Terms of Positive Covenant numbered 15 in the plan:

1. All future dwellings shall have rainwater tanks with a minimum capacity of 10,000 litres above any volume required for the mains top-up.
2. All roofs and gutters shall be designed so as to maximise consistent with good design the capture of rainwater in rainwater tanks, and
3. The rainwater tanks shall as a minimum be plumbed to toilets, laundry and other areas for non-potable use including use on gardens.

Name of authority empowered to release vary or modify restriction numbered 15 in the plan:

Sydney Catchment Authority

Terms of Restrictions on the Use of Land numbered 16 in the plan:

1. Definitions :

"Dwelling House"

means a suite of rooms occupied or used or so constructed designed or adapted as to be capable of being occupied or used as a single residence but may include a room or rooms (but always being part of or linked to or attached to the same structure) designed for self-contained living in the manner of that which is generally referred to as a "granny flat"

"Living Area"

means in respect of any Dwelling House erected on the lot burdened:

- (a) all that floor area or those floor areas on each and every level of the Dwelling House as is or are bounded by and comprised within the external faces of the external walls of the said Dwelling House.

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

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Plan: **DP1189022**

Of subdivision of Lot 22 in DP 1163429 and Lots 421 and 422 in DP 792719 covered by Council's Subdivision Certificate No. LUA11/0771.02

(b) shall exclude the floor area of:

- (i) any patio, terrace and/or verandah (whether covered or uncovered) and/or
- (ii) any garage and/or
- (iii) any carport.

"Local Council" means the Council of the Shire of Wingecarribee.

"Minimum Living Area" means one hundred and eighty square metres (180 sq.m.)

"Secondary Building" means any detached building separate to the Dwelling House for non-habitable uses in the manner of a shed or barn or workshop or studio.

"Texture Coated Material" means fibre cement sheeting with recessed edges and which is:

- (a) attached to the frame of the building in a manner such that all joints between the sheets of fibre are concealed including without limiting the generality thereof all joints on any corner of the building, and
- (b) attached to the frame of the building in a manner such that all materials used in the fixing of such sheets are concealed including but without limiting the generality thereof all nails and screws, and
- (c) coated with a texture roll-on or trowel-on finish based on acrylic with the ultimate or final colour added together with a system of reinforcing joints to obtain a monolithic appearance.

1. No Dwelling House erected on the lot burdened shall be used or be permitted to be used for any purpose other than that of a private residence.

2. No Dwelling House shall be erected or permitted to remain on the lot burdened unless the external walls thereof are constructed of :

- (a) bricks, or
- (b) stone, or
- (c) brick and/or stone that has been rendered and/or painted or has been coated with the materials known as "Granosite" or "Granotex" or other similar coating, or

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- (d) glass, or
 - (e) Texture Coated Material, or
 - (f) timber, or
 - (g) rendered concrete, or
 - (h) such other materials in such proportions as may be approved by J.O. Fairfax and which approval may be given or withheld by J.O. Fairfax in his absolute discretion,
 - (j) any combination of the materials referred to in subclauses (a) to (j) inclusive immediately above referred to in this restriction.
3. No Dwelling House or Secondary Building shall be erected or be permitted to remain on the lot burdened having what is commonly known as a "flat roof" or a roof constructed of any material other than :
- (a) terracotta roof tiles, or
 - (b) cement roof tiles, or
 - (c) timber shingles, or
 - (d) slate, or
 - (e) corrugated metal that has been treated by the process commonly known as "colour bonding" or any other similar factory precoated process, or
 - (f) such other material as may be approved by J.O. Fairfax which approval may be given or withheld by J.O. Fairfax in his absolute discretion.
4. No fence shall be erected or permitted to remain on the lot burdened unless any such fence erected :
- (a) is less than one point four (1.4) metres in height
 - (b) is rural in nature
 - (c) will not for the most part obstruct visibility through the same.
- Nothing in this restriction shall be implied or construed as to prevent the erection of a fence commonly known as a "post and rail" fence PROVIDED THAT the same does not exceed one point four (1.4) metres in height.
5. No structure of a temporary character or nature which is intended for habitation including, but without limiting the generality hereof, any basement, tent, shed, shack, garage, trailer, camper or caravan shall be erected or permitted to remain on the lot burdened.
6. No earth, stone gravel or trees shall be removed or excavated from any lot burdened except where such removal or excavation is necessary for the erection of a Dwelling on the lot burdened or to facilitate all reasonable landscaping of the said lot and no lot shall be permitted to be, appear or remain in an excavated or quarried state.



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7. No fuel storage tanks (except any such tank or tanks used for oil heating purposes) shall be placed upon or be permitted to remain on any lot burdened. The maximum capacity of any such tank shall not exceed 300 litres.
8. No noxious, noisome or offensive occupation, trade, business, manufacturing or home industry shall be conducted or carried out on any lot burdened.
9. No commercial or boarding kennels shall be constructed or permitted to remain on any lot burdened.
10. No advertising hoarding sign or matter of any description shall be erected or displayed on any lot burdened except that the proprietor of any lot burdened may display not more than one sign on the lot burdened advertising the fact that the relevant lot burdened is for sale and provided that the size of any such sign does not exceed one metre in width and one metre in height and any such sign is painted and/or decorated in its entirety by a professional sign writer.
11. No motor truck, lorry or semi-trailer with a load carrying capacity exceeding three (3) tonnes shall be parked or permitted to remain on any lot burdened unless the same is used in connection with the erection of a Dwelling or any ancillary structure on the relevant lot burdened.
12. No unregistered vehicle shall be parked or permitted to remain on any lot burdened unless the same is parked or stored in a garage.
13. No building shall be permitted to be constructed on any lot burdened nor shall the construction of any building be permitted to continue on the lot burdened in the event that, for any reason whatsoever, any object or thing generated by the construction of the building on the lot burdened (including without limiting the generality hereof any spoil or building rubbish) is deposited or permitted to remain on any lot adjoining the lot burdened.
14. No building shall be permitted to be constructed on any lot burdened nor shall the construction of any building be permitted to continue on the lot burdened unless the lot burdened is maintained in a clean and tidy condition as is practicable having regard to the nature of the construction work being carried out and, unless all rubbish or refuse generated by such construction works is collected and removed from the lot burdened not less frequently than once every four (4) weeks.



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Of subdivision of Lot 22 in DP 1163429 and Lots 421 and 422 in DP 792719 covered by Council's Subdivision Certificate No. LUA11/0771.02

15. Only one Secondary Building having a floor area exceeding 15 square metres may be erected or be permitted to remain on the lot burdened and any Secondary Building shall:
- (a) be positioned on the lot burdened behind the Dwelling House and generally in a manner that restricts vision of the Secondary Building from the street alignment,
 - (b) not exceed a height of 5 metres above natural ground level at the ridge line of the pitched roof,
 - (c) not have a floor area exceeding 150 sq.m. but reduced by the area of any garage or carport forming part of or attached to the Dwelling House,
 - (d) be setback from any side or rear boundary by not less than 5 metres.
16. No carport, covered patio, covered porch and/or covered verandah shall be erected or permitted to remain on any lot burdened unless the materials used to support the same are comprised of timber, brick or masonry and roofing to be other than:
- (a) terracotta roof tiles, or
 - (b) cement roof tiles, or
 - (c) timber shingles, or
 - (d) slate, or
 - (e) corrugated metal that has been treated by the process commonly known as "colour bonding" or any other similar factory pre-coated process, or
 - (f) such other material as may be approved by J.O. Fairfax which approval may be given or withheld by J.O. Fairfax in his absolute discretion.
17. No dividing fence shall be erected on any lot burdened unless it is erected without expense to J.O. Fairfax, his successors and assigns other than purchasers on sale.

This Restriction may be released, varied or modified by or with the consent of the owners of Lot 23 DP 1163429 whilst ever they own a lot or any part of a lot in the registered plan (the "Plan") pursuant to which this Restriction was created and thereafter by the registered proprietors of the lots contained in the Plan. In any event this Restriction shall expire with the effluxion of time and shall be of no force and effect after the date which is 20 years from the date of registration of the Plan.



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Plan: DP1189022

Of subdivision of Lot 22 in DP 1163429 and Lots 421 and 422 in DP 792719 covered by Council's Subdivision Certificate No. LUA11/0771.02

Terms of Positive Covenant numbered 18 in the plan:

Ground covers within the drainage channel and adjoining lands are to be retained and maintained without any clearing of vegetation in these areas other than for noxious weed management.

The drainage channel is to be kept free of vehicular crossings

Name of authority empowered to release vary or modify restriction numbered 18 in the plan:

Sydney Catchment Authority



Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

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Of subdivision of Lot 22 in DP 1163429 and Lots 421 and 422 in DP 792719 covered by Council's Subdivision Certificate No. LUA 11/0771.02

SIGNED in my presence by

ALLEN RALPH ROBINSON


.....

On behalf of

JAMES OSWALD FAIRFAX

By Attorney Number 654 Book 4044

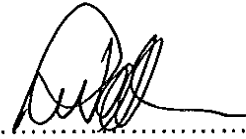
who is personally known to me

Signature of witness: L. Baubser Sharon Jane Windsor
.....

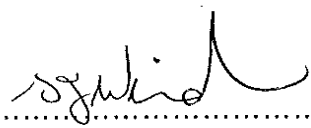
Name of witness: LISA ANNE COULSON Sharon Jane Windsor
.....

Address of witness: 4 Simone Pl S Edgar St
Peakhurst 2210 Tempe NSW 2044
.....

EXECUTED by MIDAS PROPERTIES PTY LIMITED (ACN 008 585 902) without the use of a common seal in accordance with section 127(1) of the Corporations Act 2001


.....
Director

RICHARD AMBROSE WALKER
Full Name


.....
Director / Secretary

Sharon Jane Windsor
Full Name

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

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Of subdivision of Lot 22 in DP 1163429 and Lots 421 and 422 in DP 792719 covered by Council's Subdivision Certificate No. *LWA 11/0771.02*

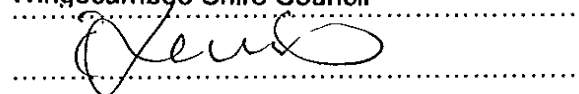
SIGNED on behalf of
WINGECARRIBEE SHIRE COUNCIL



.....
Nick Wilton
Group Manager
.....
Development Services
.....
Wingecarribee Shire Council
.....

by

Signature of witness:



Name of witness:

.....
ELISE LEWIS
.....

Address of witness:

.....
ELIZABETH STREET, MOSEVALE
.....

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

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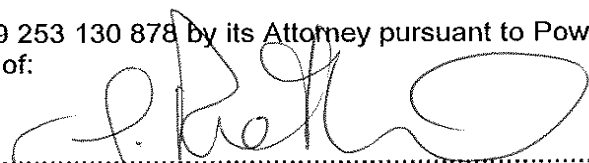
Plan: **DP1189022**

Of subdivision of Lot 22 in DP 1163429 and Lots 421 and 422 in DP 792719 covered by Council's Subdivision Certificate No.

LUA 11/0771.02

Signed on behalf of Endeavour Energy ABN 59 253 130 878 by its Attorney pursuant to Power of Attorney Book 4640 No 572 in the presence of:


Signature of witness


Signature of attorney

name of witness: IAN STEWART COUSIN

Name: GEOFFREY RIETHMULLER

c/- Endeavour Energy
51 Huntingwood Drive
HUNTINGWOOD 2148

Position: NETWORK PROPERTY MANAGER

Date of Execution: 22 AUGUST 2013

Reference: NRS 2600

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

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Of subdivision of Lot 22 in DP 1163429 and Lots 421 and 422 in DP 792719 covered by Council's Subdivision Certificate No.

LUA 11/0771.02

SIGNED on behalf of

Sydney Catchment Authority

by

Signature of witness:

Name of witness:

Address of witness:

Malcolm Hughes

Malcolm Hughes

A/Senior Manager

Sustainability

CD0005

Jacqueline Brewster

JACQUELINE BREWSTER

10 WINBOURNE ROAD

MULGOA NSW

REGISTERED



9.12.2013

Planning Certificate

Pursuant to section 10.7 of the *Environmental Planning and Assessment Act 1979*

To: DGB LAWYERS
96 KEMBLA STREET
WOLLONGONG NSW 2500

Your Ref: 5759
Fees Paid: \$ 174.00
Receipt Number: -43631630

Certificate Date: 03 June 2025

Certificate Number: S10.725/2835

This certificate relates to: 13 HERALD DRIVE BOWRAL NSW 2576

Legal Description: Lot 117 DP 1227641

Property No: 1804220

Advice on this certificate: Advice provided under section 10.7(2) (**Part 1** – Items 1-23).
Additional advice provided under section 10.7(5) (**Part 2**).

IMPORTANT: Please read this certificate carefully.

This certificate contains information pursuant to section 10.7 of the *Environmental Planning and Assessment Act 1979* as prescribed by Schedule 2 of the *Environmental Planning and Assessment Regulation 2021* about the specific allotment of land described above. The information is provided in good faith and in accordance with data held by Council from various sources. All information is considered to be correct as at the Certificate Date. However, it is possible that changes have occurred since this certificate was issued. Changes can only be confirmed via a Duty Planner appointment or by applying for a new certificate.

For an allotment within a strata plan the certificate is issued for the whole of the land covered by the strata plan, not just the specific allotment(s) referred to, and information contained in the certificate may relate to the whole or any part of the strata plan.

If you require information regarding adjacent or nearby land you will need to apply for a planning certificate for that land or make an appointment with Council's Duty Planner, or consult the State Government's Planning Portal Spatial Viewer at www.planningportal.nsw.gov.au/spatialviewer/. Further information about the Duty Planner Service, including online bookings, is available on Council's website at www.wsc.nsw.gov.au/Plan-and-Build/Development-Support/Planning-Information-Services.

A note to private certifiers:

The information provided in this certificate does not provide definitive confirmation that complying development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on the land. The responses contained in Item 4 of this certificate do not represent all the allowances and limitations for complying development on the land and it is your responsibility to ensure that complying development is able to be carried out on the land taking into account all available information.

We're with you

PART 1: Section 10.7(2) Advice

The matters for which information is provided under Items 1-23 of this certificate are prescribed by Schedule 2 of the *Environmental Planning and Assessment Regulation 2021*.

Note: The explanatory notes in this certificate prefixed by the wording "Note" and italicised are provided for explanatory purposes only and do not form part of the advice provided under section 10.7(2) of the Environmental Planning and Assessment Act 1979.

*Note: The headings, numbering and wording in **bold and italicised** text used in this certificate reflects the numbering and wording contained in Schedule 2 of the Environmental Planning and Assessment Regulation 2021.*

Note: All legislation (including Acts, Regulations, State Environmental Planning Policies and Local Environmental Plans) referred to in this certificate are available from the NSW Legislation website at www.legislation.nsw.gov.au.

1. NAMES OF RELEVANT PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS

(1) *The name of each environmental planning instrument and development control plan that applies to the carrying out of development on the land*

State Environmental Planning Policies

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

Local Environmental Plans

Wingecarribee Local Environmental Plan 2010

Development Control Plans

Bowral Town Plan Development Control Plan

(2) *The name of each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land*

(3) *Subsection (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if—*

- (a) *it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or***
- (b) *for a proposed environmental planning instrument—the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.***

(4) *In this section—*

proposed environmental planning instrument means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.

Draft or Proposed State Environmental Planning Policies

Explanation of Intended Effect: proposed Amendments to *State Environmental Planning Policy (Housing) 2021* for in-fill affordable housing, group homes, supportive accommodation and social housing (November 2022).

Explanation of Intended Effect: proposed amendments to *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* for outdoor dining on private land and at registered clubs and proposed amendments to *Standard Instrument – Principal Local Environmental Plan 2006* to include a new floor space bonus clause for new developments to include music venues (October 2023).

Explanation of Intended Effect: proposed amendments to *State Environmental Planning Policy (Planning Systems) 2021* to improve planning processes to deliver infrastructure faster (March 2024).

Explanation of Intended Effect: proposed amendments to *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* for complying development for farm buildings, rural sheds and earthworks (May 2024).

Explanation of Intended Effect: Cultural State Environmental Planning Policy (November 2024).

Explanation of Intended Effect: proposed amendments to *State Environmental Planning Policy (Biodiversity and Conservation) 2021* for changes to deter illegal tree and vegetation clearing (April 2025).

Draft Local Environmental Plans or Planning Proposals

SHIRE WIDE

A Shire wide Planning Proposal to amend the *Wingecarribee Local Environmental Plan 2010* to insert the Standard Instrument clause 5.24 for Farm stay accommodation and to amend the land use table for the RU4 Primary Production Small Lots zone to permit Farm stay accommodation with development consent applies to the land.

A Shire wide Planning Proposal to amend *clause 4.2F—Subdivision of land for dual occupancies in Zone R2 or R3 of Wingecarribee Local Environmental Plan 2010* to reinstate restrictions on subdivision of dual occupancy development within the Berrima Heritage Conservation Area which had previously been in place but had inadvertently been removed through subsequent amendments.

SITE SPECIFIC

Nil

Note: See Item 2 (below) for relevant zoning and land use details of any Planning Proposal or draft LEP.

Draft Development Control Plans

Nil

2. ZONING AND LAND USE UNDER RELEVANT PLANNING INSTRUMENTS

The following matters for each environmental planning instrument or draft environmental planning instrument that includes the land in a zone, however described—

- (a) the identity of the zone, whether by reference to—***
 - (i) a name, such as "Residential Zone" or "Heritage Area", or***
 - (ii) a number, such as "Zone No 2 (a)",***
- (b) the purposes for which development in the zone—***
 - (i) may be carried out without development consent, and***
 - (ii) may not be carried out except with development consent, and***
 - (iii) is prohibited***

Zoning and Land Use under the Wingecarribee Local Environmental Plan 2010 (Land Use Table)

Zone R5 Large Lot Residential

1 Objectives of zone

- To provide residential housing in a rural setting while preserving, and minimising

impacts on, environmentally sensitive locations and scenic quality.

- To ensure that large residential lots do not hinder the proper and orderly development of urban areas in the future.
- To ensure that development in the area does not unreasonably increase the demand for public services or public facilities.
- To minimise conflict between land uses within this zone and land uses within adjoining zones.
- To provide a restricted range of opportunities for employment development and community facilities and services that do not unreasonably or significantly detract from-
 - (a) the primary residential function, character and amenity of the neighbourhood, and
 - (b) the quality of the natural and built environments.

2 Permitted without consent

Environmental protection works; Home-based child care; Home occupations

3 Permitted with consent

Bed and breakfast accommodation; Dual occupancies (attached); Dwelling houses; Group homes; Oyster aquaculture; Pond-based aquaculture; Roads; Tank-based aquaculture; Any other development not specified in item 2 or 4

4 Prohibited

Agriculture; Air transport facilities; Amusement centres; Animal boarding or training establishments; Camping grounds; Car parks; Caravan parks; Cemeteries; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Entertainment facilities; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Local distribution premises; Mortuaries; Open cut mining; Passenger transport facilities; Recreation facilities (indoor); Recreation facilities (major); Registered clubs; Research stations; Residential accommodation; Restricted premises; Rural industries; Service stations; Sewage treatment plants; Sex services premises; Storage premises; Tourist and visitor accommodation; Transport depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Waste or resource management facilities; Water recreation structures; Water supply systems; Wharf or boating facilities; Wholesale supplies

Note: Land use terms are defined in the Dictionary that forms part of the Wingecarribee Local Environmental Plan (WLEP) 2010. The WLEP 2010 instrument and maps can be accessed from the NSW Legislation website at www.legislation.nsw.gov.au/view/html/inforce/current/epi-2010-0245 or via Council's website. The maps can also be viewed on the NSW Planning Portal Spatial Viewer at www.planningportal.nsw.gov.au/spatialviewer.

Zoning and Land Use under Applicable Draft Environmental Planning Instruments (including Planning Proposals)

A Shire wide Planning Proposal to amend the Wingecarribee Local Environmental Plan 2010 to insert the Standard Instrument clause 5.24 for Farm stay accommodation and to amend the land use table for the RU4 Primary Production Small Lots zone to permit Farm stay accommodation with development consent applies to the land.

(c) Whether additional permitted uses apply to the land

The following additional permitted uses apply to the land:

Nil

Note: Additional permitted uses are listed in Schedule 1 of the Wingecarribee Local Environmental Plan 2010. In addition, there are local provisions that apply to specific sites contained in Part 7 of the Wingecarribee Local Environmental Plan 2010 that are not required to be disclosed in a standard planning certificate under section 10.7(2) of the Environmental Planning and Assessment Act 1979.

(d) Whether development standards apply to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions

NO development standards apply to the land which fix minimum land dimensions for the erection of a dwelling house on the land.

(e) Whether the land is in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016

The land or part of the land IS NOT in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*.

(f) Whether the land is in a conservation area, however described

The land or part of the land IS NOT within a heritage conservation area listed in Schedule 5 (Part 2) of the *Wingecarribee Local Environmental Plan 2010*.

Note: On 7 August 2024, Council resolved to support a number of new heritage conservation areas throughout the Shire. These areas are not yet in force but property owners and prospective purchasers should be aware of Council's endorsement of these areas. Further information, including a list of areas, is available at participatewingecarribee.wsc.nsw.gov.au/community-heritage-study.

(g) Whether an item of environmental heritage, however described, is located on the land

The land or part of the land IS NOT identified as a heritage item or archaeological site listed in Schedule 5 (Part 1 or Part 3) of the *Wingecarribee Local Environmental Plan 2010*.

Note: On 7 August 2024, Council resolved to support more than 400 new heritage items throughout the Shire. These items are not yet in force but property owners and prospective purchasers should be aware of Council's endorsement of these items. Further information, including a list of proposed items, is available at participatewingecarribee.wsc.nsw.gov.au/community-heritage-study.

The land or part of the land IS NOT identified as a heritage item of State heritage significance on the State Heritage Register under the *Heritage Act 1977*.

An interim heritage order under the *Heritage Act 1977* DOES NOT apply to the land or part of the land.

3. CONTRIBUTIONS

(1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans

The following contributions plan(s) under Division 7.1 of the *Environmental Planning and Assessment Act 1979* apply to the land:

Administration 2011 to 2031

Central Library

Open Space, Recreation, Community & Cultural Facilities 2013 to 2036

Roads and Traffic Facilities 2012 to 2031

Resource Recovery Centre 2009

Note: There are also Developer Servicing Plans that may apply to the land that include water, sewer and stormwater contributions.

Draft contributions plans

There are NO draft contributions plans that apply to the land.

- (2) ***If the land is in a region within the meaning of the Act, Division 7.1, Subdivision 4—***
(a) ***the name of the region, and***
(b) ***the name of the Ministerial planning order in which the region is identified.***

The land IS NOT identified in a housing and productivity contribution region for the provision of regional infrastructure within the meaning of Division 7.1, Subdivision 4 of the *Environmental Planning and Assessment Act 1979*.

- (3) ***If the land is in a special contributions area to which a continued 7.23 determination applies, the name of the area.***
- (4) ***In this section—***
continued 7.23 determination means a 7.23 determination that—
(a) ***has been continued in force by the Act, Schedule 4, Part 1, and***
(b) ***has not been repealed as provided by that part.***

The land IS NOT in a special contributions area to which a continued 7.23 determination applies.

Note: Part 1 of Schedule 4 of The Act contains other definitions that affect the interpretation of this section.

4. COMPLYING DEVELOPMENT

- (1) ***If the land is land on which complying development may be carried out under each of the complying development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.***
- (2) ***If complying development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.***
- (3) ***If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that—***
(a) ***a restriction applies to the land, but it may not apply to all of the land, and***
(b) ***the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.***
- (4) ***If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.***

Note to private certifiers: The information provided in this certificate does not provide definitive confirmation that complying development under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 may be carried out on the land. The responses contained in this item do not represent all the allowances and limitations for complying development on the land and it is your responsibility to ensure that complying development is able to be carried out on the land taking into account all available information.

Housing Code

Complying development under the Housing Code MAY be carried out on the land.

Variations to the Housing Code relating to minimum setbacks to a primary road (clause 3.10(3)), side setbacks (new sub-clause 3.10(4A)) and minimum landscaped area (clause 3.13(1)) are applicable in the Wingecarribee Shire under clause 1.12 and Schedule 3 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Rural Housing Code

Complying development under the Rural Housing Code MAY be carried out on the land.

Low Rise Housing Diversity Code

Complying development under the Low Rise Housing Diversity Code MAY be carried out on the land.

Greenfield Housing Code

Complying development under the Greenfield Housing Code MAY be carried out on the land.

Housing Alterations Code

Complying development under the Housing Alterations Code MAY be carried out on the land.

General Development Code

Complying development under the General Development Code MAY be carried out on the land.

Industrial and Business Alterations Code

Complying development under the Industrial and Business Alterations Code MAY be carried out on the land.

Industrial and Business Buildings Code

Complying development under the Industrial and Business Buildings Code MAY be carried out on the land.

Container Recycling Facilities Code

Complying development under the Container Recycling Facilities Code MAY be carried out on the land.

Subdivisions Code

Complying development under the Subdivisions Code MAY be carried out on the land.

Demolition Code

Complying development under the Demolition Code MAY be carried out on the land.

Fire Safety Code

Complying development under the Fire Safety Code MAY be carried out on the land.

Agritourism and Farm Stay Accommodation Code

Complying development under the Agritourism and Farm Stay Accommodation Code MAY be carried out on the land.

The reasons why Complying Development may not be carried out on the land or part of the land
Nil

5. EXEMPT DEVELOPMENT

- (1) *If the land is land on which exempt development may be carried out under each of the exempt development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.***
- (2) *If exempt development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.***
- (3) *If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that—***
 - (a) a restriction applies to the land, but it may not apply to all of the land, and***
 - (b) the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.***

The table below indicates whether the land or part of the land is subject to one of the limitations to the exempt development codes listed under clause 1.16(1)(b1)–(d) of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

<p>Outstanding biodiversity value</p> <p>If the response in the next column is YES, exempt development MAY NOT be carried out on the land or part of the land because the land or part of the land is identified as a declared area of outstanding biodiversity value under the <i>Biodiversity Conservation Act 2016</i>.</p>	<p>NO</p>
<p>Critical habitat of endangered species, populations and ecological communities</p> <p>If the response in the next column is YES, exempt development MAY NOT be carried out on the land or part of the land because the land or part of the land is identified as critical habitat under Part 7A of the <i>Fisheries Management Act 1994</i>.</p>	<p>NO</p>
<p>State Heritage Register and interim heritage orders</p> <p>If the response in the next column is YES, exempt development MAY NOT be carried out on the land or part of the land because the land or part of the land is identified as, or on which there is, a heritage item that is listed on the State Heritage Register under the <i>Heritage Act 1977</i>, or that is subject to an interim heritage order under the Act.</p> <p><i>Note: clause 1.16(1A) of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 provides exceptions to the above in certain circumstances.</i></p>	<p>NO</p>
<p>Wilderness area</p> <p>If the response in the next column is YES, exempt development MAY NOT be carried out on the land or part of the land because the land or part of the land is identified as land that is, or is part of, a wilderness area (within the meaning of <i>Wilderness Act 1987</i>).</p>	<p>NO</p>
<p>Exempt development excluded areas</p> <p>If the response in the next column is YES, exempt development MAY NOT be carried out on the land or part of the land because the land is described or otherwise identified on a map specified in Schedule 4 of <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i>.</p>	<p>NO</p>

Clause 1.16A of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*—which relates to development within land within 18km of Siding Spring Observatory (Coonabarabran NSW)—DOES NOT APPLY in the Wingecarribee Shire.

(4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

NONE of the exempt development codes are varied for Wingecarribee Shire under clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Note: each individual exempt development code contains parameters and development standards for specific development and may contain limitations that must be complied with. If you do not comply with the parameters, limitations and development standards specified in the relevant code, exempt development under that code may not be available on the land or part of the land. It is the owner's responsibility to ensure that development complies with all relevant provisions of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

6. AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

(1) Whether the council is aware that—

- (a) an affected building notice is in force in relation to the land, or**
- (b) a building product rectification order is in force in relation to the land that has not been fully complied with, or**
- (c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.**

- (2) ***In this section—***
affected building notice has the same meaning as in the Building Products (Safety) Act 2017, Part 4.
building product rectification order has the same meaning as in the Building Products (Safety) Act 2017.

There IS NOT any affected building notice that is in force in relation to the land of which Council is aware.

There IS NOT any building product rectification order that is in force in relation to the land and that has not been fully complied with of which Council is aware.

There IS NOT any outstanding notice of intention to make a building product rectification order of which the council is aware that has been given in respect of the land.

7. LAND RESERVED FOR ACQUISITION

Whether an environmental planning instrument or proposed environmental planning instrument referred to in section 1 makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15.

The land or part of the land IS NOT identified for acquisition by a public authority (as referred to in section 3.15 of the *Environmental Planning and Assessment Act 1979*) by any environmental planning instrument or proposed environmental planning instrument applying to the land.

8. ROAD WIDENING AND ROAD REALIGNMENT

Whether the land is affected by road widening or road realignment under—

- (a) ***the Roads Act 1993, Part 3, Division 2, or***
(b) ***an environmental planning instrument, or***
(c) ***a resolution of the council.***

The land or part of the land IS NOT AFFECTED by a road widening or road realignment under Division 2 of Part 3 of the *Roads Act 1993*.

The land or part of the land IS NOT AFFECTED by a road widening or road realignment under an environmental planning instrument.

The land or part of the land IS NOT AFFECTED by a road widening or road realignment under a resolution of Council.

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.***
- (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.***
- (3) ***In this section—***
flood planning area has the same meaning as in the Flood Risk Management Manual.
Flood Risk Management Manual means the Flood Risk Management Manual, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.

The land or part of the land IS NOT within the flood planning area.

The land or part of the land IS NOT between the flood planning area and the probable maximum flood.

The land or part of the land IS NOT subject to flood related development controls.

Note: Words and expressions used above have the same meanings as in the Flood Risk Management Manual, ISBN 978-1-923076-17-4 published by the NSW Government in June 2023.

10. COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

- (1) ***Whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.***
- (2) ***In this section—***
adopted policy means a policy adopted—
(a) by the council, or
(b) by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.

Except as stated below and elsewhere in this certificate, the land IS NOT affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.

Note: The absence of a policy to restrict development of the land because of the likelihood of a particular risk does not imply that the land is free from that risk. The Council considers the likelihood of natural and man-made risks when determining development applications under section 4.15 of the Environmental Planning and Assessment Act 1979. Detailed investigations carried out in conjunction with the preparation or assessment of a development application may result in the Council either refusing development consent or imposing conditions of consent on the basis of risks that are identified above.

11. BUSH FIRE PRONE LAND

- (1) ***If any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bush fire prone land.***
- (2) ***If none of the land is bush fire prone land, a statement to that effect.***

NONE of the land is bush fire prone land as designated by the Commissioner of the NSW Rural Fire Service under section 10.3 of the *Environmental Planning and Assessment Act 1979*.

12. LOOSE-FILL ASBESTOS INFORMATION

If the land includes residential premises, within the meaning of the Home Building Act 1989, Part 8, Division 1A, that are listed on the Register kept under that Division, a statement to that effect.

The land DOES NOT include any residential premises, within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*, that are listed on the Register that is required to be maintained under that Division.

13. MINE SUBSIDENCE

Whether the land is declared to be a mine subsidence district, within the meaning of the Coal Mine Subsidence Compensation Act 2017.

The land IS NOT a declared mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.

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.**

The land IS NOT affected by any development plan that applies to the land or that is proposed to be subject to a consent ballot.

15. PROPERTY VEGETATION PLANS

If the land is land in relation to which a property vegetation plan is approved and in force under the Native Vegetation Act 2003, Part 4, a statement to that effect, but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act.

Council HAS NOT been notified of a property vegetation plan relating to the land approved and in force under Part 4 of the *Native Vegetation Act 2003*.

16. BIODIVERSITY STEWARDSHIP SITES

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under the Biodiversity Conservation Act 2016, Part 5, a statement to that effect, but only if the council has been notified of the existence of the agreement by the Biodiversity Conservation Trust.

Council HAS NOT been notified by the Biodiversity Conservation Trust that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*.

Note: Biodiversity stewardship agreements include biobanking agreements under Part 7A of the Threatened Species Conservation Act 1995 that are taken to be biodiversity stewardship agreements under Part 5 of the Biodiversity Conservation Act 2016.

17. BIODIVERSITY CERTIFIED LAND

If the land is biodiversity certified land under the Biodiversity Conservation Act 2016, Part 8, a statement to that effect.

The land IS NOT biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*.

Note: Biodiversity certified land includes land certified under Part 7AA of the Threatened Species Conservation Act 1995 that is taken to be certified under Part 8 of the Biodiversity Conservation Act 2016.

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

Whether an order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land, but only if the council has been notified of the order.

Council HAS NOT been notified of an order that has been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land.

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

- (1) *If the Coastal Management Act 2016 applies to the council, whether the owner, or a previous owner, of the land has given written consent to the land being subject to annual charges under the Local Government Act 1993, section 496B, for coastal protection services that relate to existing coastal protection works.*
- (2) *In this section—*
existing coastal protection works *has the same meaning as in the Local Government Act 1993, section 553B.*

NOT APPLICABLE TO WINGECARRIBEE SHIRE.

20. WESTERN SYDNEY AEROTROPOLIS

Whether under State Environmental Planning Policy (Precincts—Western Parkland City) 2021, Chapter 4 the land is—

- (a) *in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17, or*
- (b) *shown on the Lighting Intensity and Wind Shear Map, or*
- (c) *shown on the Obstacle Limitation Surface Map, or*
- (d) *in the "public safety area" on the Public Safety Area Map, or*
- (e) *in the "3 kilometre wildlife buffer zone" or the "13 kilometre wildlife buffer zone" on the Wildlife Buffer Zone Map.*

NOT APPLICABLE TO WINGECARRIBEE SHIRE.

21. DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING

If State Environmental Planning Policy (Housing) 2021, Chapter 3, Part 5 applies to the land, any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in that Policy, section 88(2).

The land IS NOT affected by any condition of development consent granted after 11 October 2007 that relates to restrictions on occupation of seniors housing (as required by section 88(2) of *State Environmental Planning Policy (Housing) 2021*).

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

- (1) *Whether there is a current site compatibility certificate under State Environmental Planning Policy (Housing) 2021, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land and, if there is a certificate—*
- (a) *the period for which the certificate is current, and*
- (b) *that a copy may be obtained from the Department.*

The land IS NOT affected by a current or former site compatibility certificate for affordable rental housing in relation to proposed development on the land of which Council is aware.

- (2) *If State Environmental Planning Policy (Housing) 2021, Chapter 2, Part 2, Division 1 or 5 applies to the land, any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, section 21(1) or 40(1).*

NO conditions of a development consent that are of a kind referred to in *State Environmental Planning Policy (Housing) 2021*, section 21(1) or 40(1) apply to the land.

(3) Any conditions of a development consent in relation to land that are of a kind referred to in State Environmental Planning Policy (Affordable Rental Housing) 2009, clause 17(1) or 38(1).

(4) In this section—

***former site compatibility certificate* means a site compatibility certificate issued under State Environmental Planning Policy (Affordable Rental Housing) 2009.**

NO conditions of a development consent that are of a kind referred to in *State Environmental Planning Policy (Housing) 2021*, clause 17(1) or 38(1) apply to the land.

23. WATER OR SEWERAGE SERVICES

If water or sewerage services are, or are to be, provided to the land under the Water Industry Competition Act 2006, a statement to that effect.

Water or sewerage services ARE NOT, or are NOT TO BE, provided to the land under the *Water Industry Competition Act 2006*.

Note: A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the Water Industry Competition Act 2006, a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licences necessary for the provision of water or sewerage services under the Water Industry Competition Act 2006 is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the Water Industry

CONTAMINATED LAND MANAGEMENT ACT 1997

Note: The following matters are included as prescribed by section 290 of the Environmental Planning and Assessment Regulation 2021 to address specific requirements under section 59(2) of the Contaminated Land Management Act 1997.

(a) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act—if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,

Council HAS NO record that the the land is significantly contaminated land at the date or the issue of this certificate.

(b) that the land to which the certificate relates is subject to a management order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued,

Council HAS NO record that the land is subject to a management order within the meaning of that Act at the date of the issue of this certificate.

(c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act—if it is the subject of such an approved proposal at the date when the certificate is issued,

Council HAS NO record that the land is the subject of an approved voluntary management proposal within the meaning of that Act at the date of the issue of this certificate.

(d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued,

Council HAS NO record that the land is the subject of an ongoing maintenance order within the meaning of that Act at the date of the issue of this certificate.

-
- (e) *that the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act—if a copy of such a statement has been provided at any time to the local authority issuing the certificate.*

Council HAS NO record that the land is the subject of a site audit statement within the meaning of that Act at the date of the issue of this certificate.

END OF PART 1

PART 2: Section 10.7(5) Advice

Advice provided under section 10.7(5) of the Environmental Planning and Assessment Act 1979.

Note: Section 10.7(6) of the Act states that a Council shall not incur any liability in respect of advice provided in good faith pursuant to subsection 10.7(5).

1. DEVELOPMENT CONSENTS

The land HAS NOT been subject to a development consent under the *Environmental Planning and Assessment Act 1979* within the last 2 years.

END OF CERTIFICATE

Strategic Outcomes

This document has been authorised by the Strategic Outcomes Branch under the delegation of

Lisa Miscamble
GENERAL MANAGER



Our Ref: DD25/1438
Your Ref: 20250428
Property No: 1804220

29 May 2025

INFOTRACK PTY LTD
GPO BOX 4029
SYDNEY NSW 2000

Civic Centre, 68 Elizabeth St,
Moss Vale NSW 2577
PO Box 141, Moss Vale

02 4868 0888

mail@wsc.nsw.gov.au

ABN 49 546 344 354

Dear Sir/Madam

Re: Application for Sewer Reference Sheet and Drainage Diagram
Property: Lot 117 DP 1227641 - 13 HERALD DRIVE BOWRAL NSW 2576

Further to your application regarding the above property, please find enclosed the sewer reference sheet and drainage diagram as requested.

Should you have any enquiries regarding this matter, please contact Council's Customer Service staff on (02) 4868 0888 during office hours, Monday to Friday.

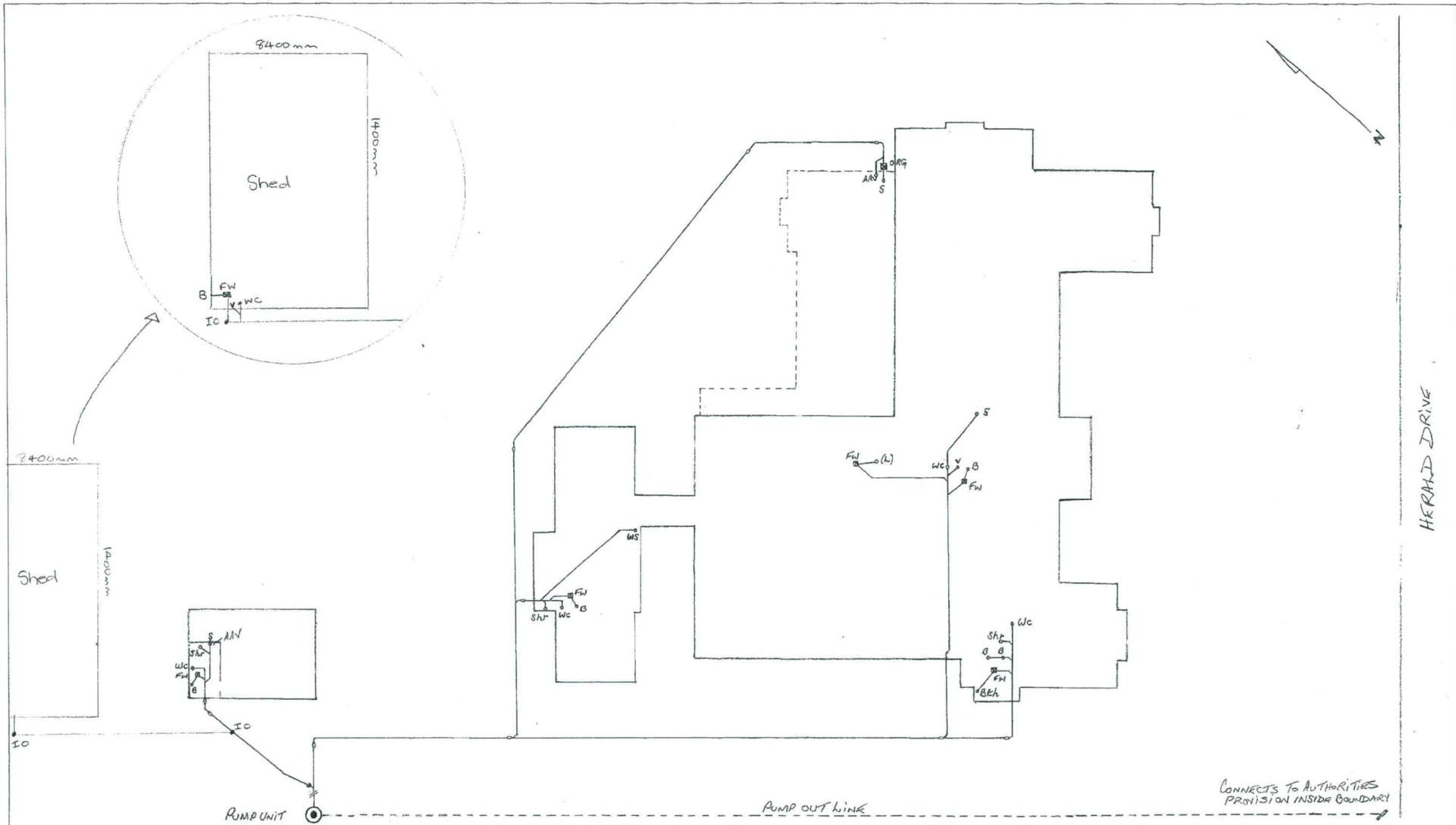
Yours sincerely

Development Assessment and Regulation

Working with you

WSC.NSW.GOV.AU

WINGECARRIBEE - A COAL MINING FREE SHIRE



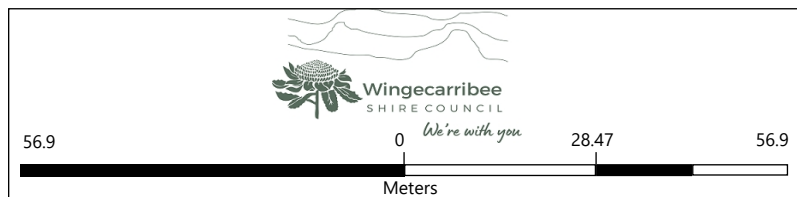
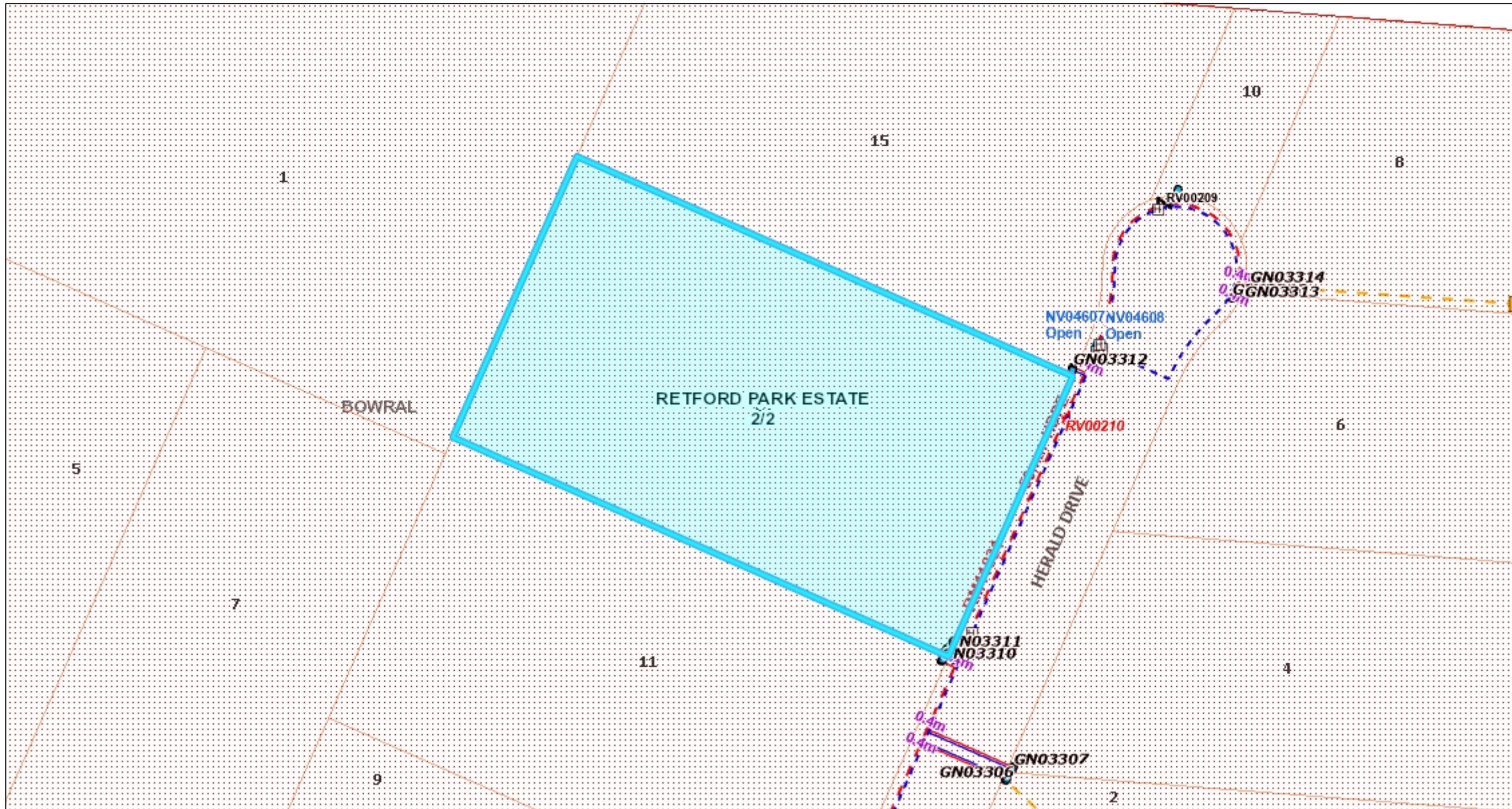
SEWER SERVICE DIAGRAM

Lot No. 117 DP No. _____ House No. 13
 SUBURB OF Bowral
 Licence No. 221554C
 SCALE 1:200 SSD No. _____
 Now / COC No. 000001 Date 12/12/20

Street HERALD DRIVE
 LGA. _____
 Signature: *[Handwritten Signature]*

⊗	Boundary Trap	AAV	Air Admittance Valve	BS	Sink (bar)	☐	Chamber	
⊗	Inspection Shaft	B	Basin	(L)	Trough (laundry)	■	Pit	
○	Inspection Opening	Bh	Bath Waste	WC	Water Closet	▨	Grease Interceptor	
⊗	Gully	Bid	Bidet	○	Vertical Pipe	⊙	Pump Unit	
⊗	FW	CO	Clean Out	○	WS	Waste Stack	⊙	Onsite Treatment System
○	Vertical Junction	FW	Floor Waste Gully	○	SVP	Sewer Vent Pipe	⊙	Reflux Valve
—/—	Sloped Junction	Shr	Shower	○	V	Vent Pipe	⊙	Capped Point
↔	On Back Junction	S	Sink (kitchen)	IPMF	Induct Pipe Mica Flap	○	Provisional (future) drain point	

NOTES: . This diagram was supplied by the plumber/drainier whose licence number appears above.
 . It has been drawn to show the approximate location of the private sewerage service pipes and may not be accurate.
 . Any broken/dashed lines denote the assumed (not verified) position of private sewerage services.
 . Further acceptable abbreviations may be used as identified in AS/NZS 3500.2:2003 Sanitary Plumbing and Drainage Table 6.1 and Fair Trading's Sewer Service Diagram Requirements document.



Wingecarribee Shire Council

Any information (numerical or otherwise), representation, statement, opinion or advice expressed or implied in this publication is made in good faith but on the basis that the council of the shire of Wingecarribee, its agents and its employees are not liable (whether by reason of negligence, lack of care or otherwise) to any person for any damage or loss whatsoever which has occurred or may occur in relation to that person taking or not taking (as the case may be) action in respect of any information, representation, statement, or advice referred to above.
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MRS MARUZA N TODORCEVSKI
C/- CASEY TORRES
96 KEMBLA STREET
WOLLONGONG NSW 2500

Our reference: 7160101259659

Phone: **13 28 66**

26 June 2025

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello MARUZA,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2411077932585
Vendor name	MARUZA NINOCCHKA TODORCEVSKI
Clearance Certificate Period	26 June 2025 to 26 June 2026

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,

Emma Rosenzweig

Deputy Commissioner of Taxation

Need help?

Learn more about foreign resident capital gains withholding at ato.gov.au/FRCGW

Contact us

In Australia? Phone us on **13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.

Our Ref: 17/0385.03
Contact: Bob Malone



13 March 2018

STEVE PINCZI
PO BOX 751
BOWRAL NSW 12576

FINAL OCCUPATION CERTIFICATE

Pursuant to sections 6.4(3), 6.9 & 6.10 of the *Environmental Planning and Assessment Act 1979*

APPLICATION NO: 17/0385.03
APPLICANT: MARUZA TODORCEVSKI
OWNER: MN TODORCEVSKI
PROPERTY DESCRIPTION: Lot 117 DP 1227641
PROPERTY ADDRESS: 13 HERALD DRIVE BOWRAL NSW 2576
PROPOSED DEVELOPMENT: Dwelling House, Pavillion and Tennis Court
TYPE OF OCCUPATION CERT: Final
BUILDING CLASSIFICATION: 1(a) & 10(b)
DATE OF INSPECTION : 13/March 2018
DATE OF DETERMINATION: 13 March 2018
DETERMINATION: ISSUED

Wingecarribee Shire Council Certifies that:

- It has been appointed as the Principal Certifying Authority under section 6.5.
- A current Development Consent or Complying Development Certificate is in force for the building being 17/0385
- A current Construction Certificate (or Complying Development Certificate) has been issued with respect to the plans and specifications for the building being 17/0385
- The building is suitable for occupation or use in accordance with its use under the Building Code of Australia.

Bob Malone (BPB: 2010)
Senior Accredited Certifier
For Wingecarribee Shire Council (Certifying Authority)

13 March 2018
Date of Issue

Civic Centre, Elizabeth St, Moss Vale, NSW 2577. PO Box 141, Moss Vale. t. (02) 4868 0888 f. (02) 4869 1203
e. mail@wsc.nsw.gov.au ABN 49 548 344 354

www.wsc.nsw.gov.au

Working with you

statement of cover	

Note: This document contains an extract of details kept on the HBCF Certificates Register. To confirm the authenticity of this document as proof of a valid contract of insurance, please visit the Certificates Register at www.hbcf.nsw.gov.au. The Register will also list whether any claims have been made on this insurance cover and any other relevant information.

CERTIFICATE IN RESPECT OF INSURANCE RESIDENTIAL BUILDING WORKS BY CONTRACTORS

A contract of insurance complying with sections 92 and 96 of the Home Building Act 1989 (the Act) has been issued by Insurance and Care NSW (icare) which provides services to the NSW Self Insurance Corporation in the management of the Home Building Compensation Fund (HBCF)

In respect of	
At	
Site plan No	
Site plan type	
Homeowner	
Carried out by	
Builder job No	
Licence number	
Contract sum	
Contract date	
Premium paid	

Subject to the Act, the Home Building Regulation 2014 and the conditions of the insurance contract, cover will be provided to a beneficiary described in the contract and successors in title to the beneficiary. This Certificate is to be read in conjunction with the policy wording current as at the policy date and available at the Home Building Compensation Fund website at www.hbcf.nsw.gov.au

Certificate No

Issued on

Issued by

Issued on behalf of NSW Self Insurance Corporation (ABN 97 369 689 650)