

Contract for the sale and purchase of land 2022 edition

| | | |
|---|--|--|
| TERM | MEANING OF TERM | NSW DAN: |
| vendor's agent | First National Real Estate Bowral 373 Bong Bong Street, Bowral NSW 2576 | phone: 02 4861 4861 email: reece@fnbowral.com.au ref: Reece Woods |
| co-agent | | |
| vendor | Adrian Gouveia Olival, Silvia Cristina Olival | |
| vendor's solicitor | J S Pinto & Co Level 1, 82-86 New Canterbury Road Petersham NSW 2049 (PO Box 326, Petersham NSW 2049) | phone: 02 9560 0977 email: j.pinto@jspintolawyers.com ref: JP:20222 |
| date for completion | 42 days after the contract date | (clause 15) |
| land (address, plan details and title reference) | 20 ELOURA LANE, MOSS VALE NSW 2577 LOT 122 DEPOSITED PLAN 1082575 Folio Identifier 122/1082575 | |
| improvements | <input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <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 type="checkbox"/> other: | |
| attached copies | <input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents: | |

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

inclusions

| | | | |
|--|--|--|--|
| <input type="checkbox"/> air conditioning | <input checked="" type="checkbox"/> clothes line | <input type="checkbox"/> fixed floor coverings | <input checked="" type="checkbox"/> range hood |
| <input 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 type="checkbox"/> dishwasher | <input checked="" type="checkbox"/> light fittings | <input checked="" type="checkbox"/> stove |
| <input checked="" type="checkbox"/> ceiling fans | <input type="checkbox"/> EV charger | <input type="checkbox"/> pool equipment | <input checked="" type="checkbox"/> TV antenna |
| <input type="checkbox"/> other: | | | |

exclusions

purchaser

purchaser's solicitor

price deposit balance _____ (10% of the price, unless otherwise stated)

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>Adrian Gouveia Olival</p> <p>_____</p> <p>Vendor</p> <p>Silvia Cristina Olival</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>_____ Signature of authorised person</p> <p>_____ Signature of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Office held</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>_____ Signature of authorised person</p> <p>_____ Signature of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Office held</p> <p>_____ Office held</p> |

Choices

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

Nominated Electronic Lodgment Network (ELN) (clause 4) PEXA

Manual transaction (clause 30) NO yes

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

Tax information (the parties promise this is correct as far as each party is aware)

Land tax is adjustable NO yes

GST: Taxable supply NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply NO yes

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

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

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

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

List of Documents

| General | Strata or community title (clause 23 of the contract) |
|---|---|
| <input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <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"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input checked="" type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate | <input type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to the off the plan contract Other <input type="checkbox"/> 60 |
| Home Building Act 1989 <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover Swimming Pools Act 1992 <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:**

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| 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 | 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 |
|---|--|

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)

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| 1.1 | In this contract, these terms (in any form) mean – |
| <i>adjustment date</i> | the earlier of the giving of possession to the purchaser or completion; |
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>authorised Subscriber</i> | a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice <i>served</i> by a <i>party</i> as being authorised for the purposes of clause 20.6.8; |
| <i>bank</i> | the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union; |
| <i>business day</i> | any day except a bank or public holiday throughout NSW or a Saturday or Sunday; |
| <i>cheque</i> | a cheque that is not postdated or stale; |
| <i>clearance certificate</i> | a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion; |
| <i>completion time</i> | the time of day at which completion is to occur; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <i>deposit-bond</i> | a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> ● 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</i> by a <i>party</i> ; |
| <i>GST Act</i> | A New Tax System (Goods and Services Tax) Act 1999; |
| <i>GST rate</i> | the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000); |
| <i>GSTRW payment</i> | a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>); |
| <i>GSTRW rate</i> | the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 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> ; |

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| <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.

20 ELOURA LANE, MOSS VALE NSW 2571

ADDITIONAL CONDITIONS FORMING PART OF CONTRACT FOR THE SALE AND PURCHASE OF LAND – 2022 EDITION

Vendor: Adrian Gouveia Olival and Silvia Cristina Olival
Purchaser:
Property: 20 Eloura Lane, Moss Vale, New South Wales 2577

33 AMENDMENTS TO PRINTED CONDITIONS

- 33.1 It is agreed between the Vendor and the Purchaser that the following amendments are made to the printed conditions;
- (a) Deletion of clause 4.8;
 - (b) Deletion of clause 5.2.3;
 - (c) Substitution in clause 7.1.1 the reference to "5% of the price" with "\$1.00";
 - (d) Substitution in clause 7.1.3 the reference to "14 days" with "7 days";
 - (e) Substitution in clause 7.2.1 the amount "10%" with "1%";
 - (f) Deletion in clause 7.2.4 the words "and the costs of the purchaser";
 - (g) Deletion in clause 8.1 the words "reasonable grounds";
 - (h) Addition to clause 10.1 in the first line after the word "terminate", the words "or delays completion";
 - (i) Substitution in clause 10.1.8 the words "substance" and "disclosed" with "existence" and "noted" respectively;
 - (j) Substitution in clause 10.1.9 the words "substance" and "disclosed" with "existence" and "noted" respectively;
 - (k) Addition to clause 10.2 after the word "rescind" the words "requisition, claim";
 - (l) Deletion of clause 11;
 - (m) Deletion of clause 12.1 and 12.2;
 - (n) Deletion of clause 13.8;
 - (o) Substitution of clause 14.4.2 in its entirety with the following; "on the amount of land tax paid or payable by the vendor (or by a predecessor in title) as assessed by the relevant revenue office (NSW Revenue) on the taxable value of the land";
 - (p) Substitution in clause 30.11 the dollar amount of "\$10" with "\$5".

34 CAVEAT

- 34.1 While the Vendor is not in default of his obligations under this Contract, the Purchaser shall not lodge a caveat on the title to the Property prior to completion.

35 CREDIT CODE

- 35.1 The Purchaser warrants to the Vendor that;
- 35.1.1 the Purchaser has not made known to the Vendor or to any person, representative or agent acting on behalf of the Vendor that the Purchaser requires credit to enable the Purchaser to complete this contract; and
 - 35.1.2 this contract is not subject to, nor the subject of, any application for credit.
- 35.2 The Purchaser by his execution hereof declares to the Vendor that he is satisfied as to the reasonableness of all of the terms of any credit contract (if any) which the Purchaser has entered into, or intends to enter into, to enable it to complete this contract.
- 35.3 The Vendor discloses that he has entered into this contract (and may enter into other contractual obligations on or after the date of this contract), relying upon the warranties, representations and declarations made by the Purchaser in this clause.
- 35.4 The Purchaser acknowledges that he is (and will remain) liable to the Vendor for any loss or damage the Vendor may incur as a result of a breach of any Purchaser's warranty notwithstanding that the Purchaser may allege a right to terminate this contract pursuant to the provisions of the Consumer Credit Code.

36 ENTIRE AGREEMENT

- 36.1 The Purchaser acknowledges that he does not rely on any other letter, document, correspondence or arrangement, whether oral or in writing, as adding to or amending the terms, conditions, warranties and arrangements set out in this contract.
- 36.2 The Purchaser warrants that he has entered into this Contract based on his own enquiries including enquiries as to the nature of the Property, the purposes for which the Property may be used, the neighbourhood in which the Property is located, the rights and privileges relating to the Property and the financial, income and capital return that may be expected to be received from the Property.

37 DEATH LIQUIDATION

- 37.1 Without in any manner negating, limiting or restricting any rights or remedies which would have been available to a party at law or in equity had this clause not been included herein should a party and if more than one party then any one of them prior to completion;
- 37.1.1 die or become mentally ill or is declared bankrupt; or
- 37.1.2 in the case a party is a corporation enters into any scheme or arrangement for the benefit of its creditors, or an order is made to wind up that party, or a liquidator, administrator or official manager is appointed in respect of that party;
- then the other party may rescind the within contract by notice in writing whereupon the provisions of Clause 19 hereof shall apply.

38 SALE SUBJECT TO ENCUMBRANCES

- 38.1 The Property is sold and the Purchaser shall take title subject to all matters including rights of way, covenants and easements noted on the relevant Certificate of Title and the Purchaser shall make no requisition objection or claim for compensation in respect of the same.

39 RELEASE OF ENCUMBRANCE

- 39.1 Upon completion the Vendor will hand to the Purchaser a proper form of Discharge of Mortgage, Surrender of Lease, Withdrawal of Caveat or Release of Encumbrance as the case may be in registrable form in respect of any Mortgage, Lease, Caveat or Encumbrance registered on the title to the property and to which the within sale is not subject (other than any Caveat or Encumbrance lodged by the Purchaser or any party claiming through the Purchaser).
- 39.2 The Vendor will allow the Purchaser the registration fee payable on any such Discharge, Surrender, Withdrawal or Release and the Purchaser shall make no requisition or objection requiring the registration of such Discharge of Mortgage, Surrender of Lease, Withdrawal of Caveat or Release of Encumbrance as the case may be prior to completion.

40 EXPLORATION LICENCES

- 40.1 If the Property lies within an area over which the Electricity Commission of NSW holds a petroleum exploration licence for oil and gas, the Purchaser will make no objection, requisition or claim for compensation should a certificate from Electricity Commission of NSW disclose that the Property the subject of the within contract lies within an area over which the commission holds such a petroleum exploration licence.

41 SERVICES

- 41.1 The Purchaser acknowledges that the Purchaser is purchasing the property and shall take title thereto subject to the water, sewerage and drainage, gas and electricity, telephone or other installations or services (if any) that the Vendor shall provide on completion and shall not make any requisition objection or claim for compensation in respect of:
- 41.1.1 the nature, location, availability or non-availability of any such services;
- 41.1.2 if any such services is a joint service with any other property or properties;
- 41.1.3 if any services for any other property or properties or the pipes or connections therefore pass through the subject property;
- 41.1.4 if any sewer main or the mains or connections for or any relevant authority for or supplier of any such services pass in over or through the subject property; or

- 41.1.5 whether or not the property is subject to or has the benefit of any rights or easements in respect of any such service or the mains pipes or connections thereof.

42 DRAINAGE DIAGRAM

- 42.1 The Purchaser acknowledges that the drainage diagrams and sewer reference sheets attached to this Contract are those currently available from Sydney Water.
- 42.2 The Purchaser may not make any requisition or claim in respect of the water, sewerage and drainage works that may have been installed in or carried out on the Property and the Property and not shown on the drainage diagrams and sewer reference sheets attached to this Contract provided that any works are carried out with the approval of Sydney Water.

43 PROPERTY SOLD IN PRESENT CONDITION

- 43.1 Without in any manner excluding modifying or restricting the rights of the Purchaser under section 52A(2)(b) of the Conveyancing Act 1919 and the Conveyancing (Sale of Land) Regulations;
- 43.1.1 The property is sold in its condition and state of repair (including structural repair) at the date of this Contract, and subject to all faults and defects both latent and patent, and any infestation and dilapidations, and the Purchaser shall not make any objection, requisition or claim for compensation or attempt to delay completion regarding the same;
- 43.1.2 No objection, requisition or claim for compensation or attempt to delay completion shall be made by the Purchaser should any water or sewerage main or any underground or surface stormwater pipe or drain pass through, over or under or should any sewer manhole or vent be upon the property or should the down pipes be connected with the sewer; and
- 43.1.3 No objection requisition claim for compensation or attempt to delay completion shall be made by the Purchaser on account of the Vendor not being in possession of a survey report in regard to the property and the Purchaser shall satisfy itself as to the position of any improvements on the property or the compliance or otherwise of any improvements on the property or the compliance or otherwise of any improvements on the property with the provisions of the Local Government Act.

44 FURNISHINGS AND CHATTELS

- 44.1 The items of furnishings and chattels referred to in this contract are included in the sale without further consideration and are sold in their existing physical condition and state of repair and the Purchaser shall make no objection, requisition or claim for compensation in respect thereof.

45 COMPLETION

- 45.1 Completion of this Contract shall take place on the Completion date.
- 45.2 If the Purchaser does not complete this Contract on or before the Completion date then the Purchaser must pay to the Vendor on completion or termination of this Contract (whichever first occurs) in addition to the balance of the purchase price:
- 45.2.1 interest on that balance purchase price at the rate of ten per cent (10%) per annum calculated from the Completion date to but excluding the day of actual completion or termination calculated on daily balances; and
- 45.2.2 the sum of \$330.00 including GST, if a notice to complete is served by the Vendor's solicitor in accordance with Clause 46, being the reasonable costs of the Vendor's Solicitor for the preparation and service of the notice to complete.
- 45.3 Payment of the monies referred to in Clause 45.2 is an essential term of this Contract.

46 NOTICE TO COMPLETE

- 46.1 In the event that either party hereto becomes entitled to serve a notice on the other party making time of the essence of this contract both parties agree that such notice may require compliance with that notice not earlier than fourteen (14) days from the date or day the notice is given or served.

- 46.2 The parties hereto acknowledge that for the purposes of clauses 15 and 46 of this Contract a Notice to Complete requiring completion not earlier than fourteen (14) days from the date or day the notice is given or served shall be deemed to be a sufficient period for completion of this contract.

47 REQUISITIONS ON TITLE

- 47.1 The Purchaser will make general requisitions on title only in the form of the Standard Requisitions.
- 47.2 In this clause "Standard Requisitions" means the form of requisitions annexed and marked "A".

~~48 DELETED INTENTIONALLY~~

49 DEPOSIT BOND

- 49.1 Subject to the notation relating to a deposit-bond on Page 2 of this Contract and if Clause 3 is deemed to apply, this clause applies in the event that the Purchaser meets the deposit requirements under this Contract by providing a Bond.
- 49.2 In this clause Bond means the Deposit Bond/Bank Guarantee a copy of which is annexed hereto and marked with the letter "B".
- 49.3 Subject to the provisions of this clause, the delivery of the Bond upon or before the making of this Contract, to the person nominated in this Contract to hold the deposit shall, to the extent of the amount guaranteed under the Bond, be deemed for the purposes of this Contract to be payment of the deposit in accordance with this Contract.
- 49.4 The Purchaser shall pay;
- 49.4.1 the amount stipulated in the Bond to the Vendor by unendorsed bank cheque on completion of this Contract or at such other time as may be provided for the deposit to be accounted for to the Vendor; and
- 49.4.2 on completion an amount equivalent to the interest that the Vendor would have received had the Purchaser paid a cash deposit equivalent to 10% of the purchase price.
- 49.5 If the Vendor serves on the Purchaser a notice in writing claiming to forfeit the deposit, to the extent that the amount has not already been paid by the Guarantor under the Bond, the Purchaser shall forthwith pay the Deposit (or so such thereof as has not been paid) to the person nominated in the Contract to hold the deposit.
- 49.6 The Vendor acknowledges that payment by the Guarantor under the Bond shall, to the extent of the amount paid, be in satisfaction of the Purchaser's obligation to pay the deposit under this Contract.
- 49.7 In the event that the Vendor makes a claim under the Bond in circumstances where the Vendor is entitled to make such a claim and the proceeds of the Bond are not for any reason paid to the Vendor, then the Purchaser will forthwith provide other security for the monies that would have been received by the Vendor under the Bond. The Purchaser authorises the Vendor to place a Caveat and/or to take a charge over any property or assets owned by the Purchaser to secure the payment of the monies referred to in this clause.
- 49.8 This clause 49 is an essential term of this Contract.

50 AGENCY WARRANTY

- 50.1 The Purchaser warrants that he was not introduced to the property or to the Vendor by any agent other than the Vendor's Agent and will indemnify and keep indemnified the Vendor against any claim for compensation, damages and other actions which may be threatened or brought by any other agent in respect of this sale arising out a breach of this warranty.
- 50.2 It is agreed and declared that this clause shall not become merged or extinguished on completion of this sale.

51 DISCLOSURES

- 51.1 The purchaser is not entitled to;
- 51.1.1 make any requisition, objection or claim for compensation in respect of; or

- 51.1.2 rescind, terminate or delay completion of this contract because of, the matters disclosed or referred to in the documents copies whereof are attached hereto or which are notified herein.
- 51.2 The vendor does not have a Building Certificate or Survey Report.
- 51.3 The purchaser is not entitled to require the vendor to;
- 51.3.1 apply for or do anything to obtain a Building Certificate or Survey Report; nor
- 51.3.2 comply with the local council's requirements for the issue of a Building Certificate or Survey Report.
- 51.4 Completion of this contract is not conditional on the vendor or the purchaser obtaining a Building Certificate or Survey Report.
- 51.5 The purchaser agrees that, for the purposes of this contract, all matters disclosed or described in this contract are specifically disclosed and clearly described.
- 51.6 The purchaser is not entitled to:
- 51.6.1 make any objection, requisition or claim for compensation in respect of; or
- 51.6.2 rescind, terminate or delay completion of this contract because of; any of the matters disclosed or described in this contract.

52 TRANSFER

- 52.1 If the settlement of this matter is to be completed by way of a paper settlement, for any reason, the purchaser acknowledges;
- 52.1.1 Condition 4 of the Contract provides a time period for the forwarding of the Transfer to the Vendor; and
- 52.1.2 That delay in providing the Transfer results in expense to the Vendor and the Purchaser agrees to pay the Vendor on completion an amount of \$200.00 in reimbursement of the additional costs incurred by the Vendor if the Transfer is received by the Vendor less than 10 days before the completion date.

53 GUARANTEE AND INDEMNITY

- 53.1 In the event that the purchaser hereunder is a company, the directors of the company (the Covenantor) must execute the contract and hereby covenant as guarantee as follows;
- 53.1.1 The Covenantor gives the guarantees and indemnities in this part in consideration of the vendor entering this contract at the Covenantor's request.
- 53.1.2 If the Covenantor executes this contract after the vendor, the Covenantor warrants that it grants the guarantees and indemnities in this part as result of valuable consideration provided to it by the vendor.
- 53.1.3 The covenants, guarantees and indemnities in this part are severable.
- 53.2 The Covenantor unconditionally and irrevocably guarantees to the vendor:
- 53.2.1 the payment of the balance of the price by the purchaser to the vendor;
- 53.2.2 every other amount payable by the purchaser under this contract; and
- 53.2.3 the performance of the purchaser's obligations under this contract.
- 53.3 The Covenantor indemnifies the vendor against any claim, action, loss, damage, cost, liability, expense or payment in connection with or arising from any breach or default or attempted breach or default by the purchaser of its obligations under this contract.
- 53.4 The Covenantor must pay on demand any money due to the vendor by reason of this indemnity including the balance of the price, the adjustments due to the vendor on completion and interest under this Contract.
- 53.5 The Covenantor is jointly and severally with the purchaser liable to the vendor for:
- 53.5.1 the purchaser's observance and performance of its obligations under this contract; and
- 53.5.2 any damage incurred by the vendor as result of;
- (a) the purchaser's failure to observe and perform its obligations under this contract or its default under this contract; or
- (b) the termination or rescission of this contract by the vendor; or
- 53.6 Until the vendor has received all money payable by the purchaser or the Covenantor under this contract and the due performance by the purchaser and the Covenantor of their several obligations under this contract, neither the purchaser nor the Covenantor may:
- 53.6.1 claim or receive the benefit of;

- (a) a dividend or distribution;
 - (b) a payment out of the estate or assets; or
 - (c) a payment in the liquidation, winding up or bankruptcy,
- 53.6.2 of a person liable jointly with the purchaser or the Covenantor to the vendor or liable under a security for money payable by the purchaser or the Covenantor; or
- 53.6.3 prove in an estate or in relation to an asset in a liquidation, winding up or bankruptcy in competition with the vendor unless the amount the vendor is entitled to will not be reduced as a result.
- 53.7 The Covenantor must pay the vendor on written demand by the vendor all expenses incurred by the vendor in respect of the vendor's exercise or attempted exercise of a right of the vendor under this part.
- 53.8 The Covenantor's obligations are not affected if:
- 53.8.1 the vendor releases or enters into a composition with the Covenantor;
 - 53.8.2 a payment made to the vendor is later avoided; or
 - 53.8.3 the vendor assigns or transfers the benefit of this contract.
- 53.9 If the vendor assigns or transfers the benefit of this contract, the assignee receives the benefit of the Covenantor's covenants, agreements, guarantees and indemnities.
- 53.10 The obligations of the Covenantor under this part are not released, discharged or otherwise affected by;
- 53.10.1 the grant of any time, waiver, covenant not to sue or other indulgence;
 - 53.10.2 the release (including without limitation a release as part of a novation) or discharge of a person;
 - 53.10.3 an arrangement, composition or compromise entered into by the vendor, the purchaser, the Covenantor or any other person;
 - 53.10.4 an extinguishment, failure, loss, release, discharge, abandonment, impairment, compound, composition or compromise, in whole or in part of any document or agreement;
 - 53.10.5 a variation of this contract including, without limitation, a variation in the date of completion of this contract;
 - 53.10.6 any moratorium or other suspension of a right, power, authority, discretion or remedy conferred on the vendor by this contract, a statute, a court or otherwise;
 - 53.10.7 payment to the vendor, including a payment which at or after the payment date is illegal, void, avoidable, avoided or unenforceable; or
 - 53.10.8 the winding up of the purchaser.

54 FIRB APPROVAL

- 54.1 The Purchaser warrants to the Vendor that if it is a "foreign corporation" or "foreign person" as defined in the Foreign Acquisition & Take-Over Act 1975 ("the Act"), it has obtained the consent of the Foreign Investment Review Board in accordance with the provisions of the Act to its purchase of the property. The Purchaser hereby indemnifies and holds indemnified the Vendor against all liability, loss, damage and expenses which the Vendor may suffer or incur as a direct or indirect consequence of a breach of this warranty.

55 GOODS AND SERVICES TAX (GST)

- 55.1 Notwithstanding any other provision of this Contract and in particular Clause 13 the parties agree that if any GST is imposed on the vendor in respect of any taxable supply resulting from the sale herein, the purchase price will be increased by an amount equal to that GST or any similar value added tax. This Clause shall not merge on completion.

56 SMOKE ALARMS AND HEAT ALARMS

- 56.1 In this clause the following definitions apply;
- 56.1.1 '**Building**' has the same meaning as 'building' in the Conveyancing (Sale of Land) Amendments (Smoke Alarms) Regulation 2006; and
 - 56.1.2 '**Land**' has the same meaning as 'land' in the Conveyancing (Sale of Land) Amendments (Smoke Alarms) Regulation 2006.
- 56.2 The Vendor confirms that if this contract relates to Land on which a Building is situated and smoke alarms and/or heat alarms are required pursuant to Division 7A (Smoke Alarms) of

Part 9 (Fire Safety and matters concerning the Building Code of Australia) of the Environmental Planning and Assessment Regulation 2000 this special condition applies.

- 56.3 Smoke alarms or heat alarms are required by Division 7A (Smoke Alarms) of Part 9 (Fire safety and matters concerning the Building Code of Australia) of the Environmental Planning and Assessment Regulation 2000 to be installed in the building.
- 56.4 The building complies with the requirement referred to in paragraph (b) above.

57 AUTHORITY TO MAKE ALTERATIONS

- 57.1 Each party authorises his, her or their solicitor or any employee of the solicitor up until the date of this contract to make alterations to this contract including the addition of annexures after execution up until the date of this contract and any such alterations will be binding upon the party deemed to have authorised the same and any annexures so added will form part of this contract as if they were annexed prior to the contract being executed.

58 THE TAX & SUPERANNUATION LAWS AMENDMENT (2015 MEASURES NO. 6) ACT 2016

- 58.1 For the purpose of *The Tax And Superannuation Laws Amendment (2015 Measures No 6) Act 2016* the Vendor hereby declares as follows;
- 58.1.1 He or she is an Australian Citizen resident in Australia;
- 58.1.2 He or she is a foreign Citizen legally resident in Australia; or
- 58.1.3 He or she has Foreign Investment Review Board approval for the sale.
- 58.2 The Purchaser shall rely on this declaration and will make no objection, requisition claim for compensation or any deduction whatsoever from the sale price in relation to above referred to act.

59 SETTLEMENT DEFAULT

If the Purchaser fails to effect settlement after appropriate arrangements have been made, the Purchaser shall allow to the Vendor on settlement the sum of \$330.00 including GST for each instance arranged and then failed due to the Purchaser.

60 REDUCED DEPOSIT

- 60.1 Notwithstanding the provisions of Clause 2, if all parties agree, the deposit herein shall be paid as follows:
- 60.1.1 An amount equivalent to 5% of the Purchase Price is to be paid to the deposit holder on the date of this contract; and
- 60.1.2 The balance of the full 10% deposit, being the amount noted on the front page of this Contract, shall be payable to the Vendor upon demand in writing by the Vendor provided however that no such demand shall be made by the Vendor unless and until the Purchaser defaults under this Contract where the default is such that it would permit the Vendor to terminate this Contract.
- 60.2 If the Vendor accepts a deposit of less the ten percent (10%) and the Purchaser defaults in the observance or performance of any obligation imposed on them under or by virtue of this contract the Purchaser shall forthwith pay to the Vendor the balance of the ten percent (10%) of the purchase price, notwithstanding that the damages which the Vendor has suffered as a result of such default are or may subsequently be provided to be less than that ten percent (10%). The Vendor relies on Clause 9 of the Contract.
- 60.3 If the vendor accepts a deposit less than 10% of the Purchase Price then all the interest earned on the deposit is to be allowed to the vendor.

~~**61**~~ ~~**DELETED INTENTIONALLY**~~

~~**62**~~ ~~**DELETED INTENTIONALLY**~~

~~**63**~~ ~~**DELETED INTENTIONALLY**~~

64 CONDITIONS OF SALE BY AUCTION (IF APPLICABLE)

These conditions replace "Auction – Conditions of Sale" on page 2 of the printed Contract.

- 64.1 If the property is or is intended to be sold at auction, Bidders Record means the Bidders Record to be kept pursuant to Clause 18 of the Property Stock and Business Agents Regulations 2003 and Section 68 of the Property, Stock and Business Agents Act 2002:
- 64.2 The following conditions are prescribed as applicable to an in respect of the sale by auction of land:
- 64.2.1 The Principal's reserve price must be given in writing to the auctioneer before the auction commences.
 - 64.2.2 A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller;
 - 64.2.3 The highest bidder is the purchaser, subject to any reserve price;
 - 64.2.4 In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final;
 - 64.2.5 The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interest of the seller;
 - 64.2.6 A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person;
 - 64.2.7 A bid cannot be made or accepted after the fall of the hammer;
 - 64.2.8 As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
- 64.3 The following conditions, in addition to those prescribed by sub-clause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
- 64.3.1 All bidders must be registered in the Bidders Record and display an identifying number when making a bid;
 - 64.3.2 One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller;
 - 64.3.3 When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.

Section 66W Certificate

I,

of

certify as follows:

1. I am a Solicitor admitted to practise in New South Wales.
2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at **20 Eloura Lane, Moss Vale**, from **Adrian Gouveia Olival and Silvia Cristina Olival** to in order that there is no cooling off period in relation to that contract.
3. I do not act for Adrian Gouveia Olival and Silvia Cristina Olival and am not employed in the legal practice of a solicitor acting for Adrian Gouveia Olival and Silvia Cristina Olival nor am I a member or employee of a firm of which a solicitor acting for Adrian Gouveia Olival and Silvia Cristina Olival is a member or employee.
4. I have explained to:
 - (a) the effect of the contract for the purchase of that property;
 - (b) the nature of this certificate; and
 - (c) the effect of giving this certificate to the vendor, that is there is no cooling off period in relation to the contract.

Dated: _____

Solicitor for Purchaser(s)

REQUISITIONS ON TITLE

Vendor: Adrian Gouveia Olival and Silvia Cristina Olival

Purchaser:

The following requisitions do not cover matters that are normally covered by pre contract enquiries, the law and the contract.

A vendor who supplies a deliberately false answer to a requisition is liable in damages for deceit if the answer is intended to, and does, induce the purchaser to complete. This extends not only to the original replies, but to situations where the vendor is unaware of the error when delivering answers but discovers the error before settlement and fails to disclose the truth to the purchaser.

All properties

1. Are there any restrictions on the right of the registered proprietor to convey to the purchaser the property and inclusions free of encumbrances and with vacant possession?
2. Are there any encroachments by or upon the property?
3. Has the construction and use of the improvements erected on the property been approved by the responsible authorities and comply with their requirements?
4. Is the vendor aware of anything that affects the use of the property that is not immediately apparent to the purchaser on normal inspection?
5. Are there any advices, proposals, enquiries, notices, claims or disputes that might affect the property?

If strata/community title

1. Has the initial period expired?
2. Are there any proposed resolutions or proposed charges or levies not discoverable by inspection of the books of the owners corporation, the community, and precinct or neighbourhood associations?

If rural

1. Are there any notices from neighbours or any public authorities requiring compliance?
 2. All agreements written, oral or by usage not disclosed in the contract relating to such matters as farming, grazing, share farming, agistment, sharing of plant and facilities, use of water, passage through the property should be disclosed and must be terminated, and plant and equipment not the subject of the sale removed from the property prior to completion.
-

"A"

3. Are there any give and take fences?
4. Are there any agreements with neighbours relating to fencing?
5. Are there any licences or agreements relating to pipelines, soil conservation or timber harvesting?
6. Has the vendor any water licence or rights under the Water Management Act 2000?
7. Are there any access roads or tracks to this property or to adjoining properties through this property that are not public roads?
8. Are there any enclosure permits that attach to the property?
9. Are there any notices or issues outstanding relating to stock diseases, chemical pollution or noxious weeds?
10. Are there any matters that specifically affect the property under legislation relating to Native Title, Aboriginal Land Rights, threatened species, native vegetation conservation or National Parks and Wildlife?
11. Is there any application to the Crown for purchase or conversion of a holding?
12. Is there any amount due to the Crown by way of rent or balance of purchase money on any part of the property?

If company title

1. Please provide evidence that the company has approved the sale of the shares to the purchaser which will be registered in the share register on presentation following settlement.
2. Have there been or are there any proposed changes to the constitution of the company that affect the right of occupation by the purchaser and the use and enjoyment of the hereditaments?
3. The financial records and books of the company will be inspected and must prove satisfactory and establish that the company is free of debt, that all levies on shareholders have been made and paid and that there is no action suit or proceeding by or against the company.
4. A copy of the constitution of the company must be provided together with copies of the minutes of the last general meeting and copies of any resolutions that might adversely affect the use and enjoyment of the property by the purchaser.

J S Pinto & Co
PO Box 326
Petersham NSW 2049
28/08/2025



FOLIO: 122/1082575

| SEARCH DATE | TIME | EDITION NO | DATE |
|-------------|----------|------------|----------|
| ----- | ---- | ----- | ---- |
| 28/8/2025 | 12:22 PM | 7 | 8/8/2017 |

LAND

LOT 122 IN DEPOSITED PLAN 1082575
AT MOSS VALE
LOCAL GOVERNMENT AREA WINGECARRIBEE
PARISH OF BONG BONG COUNTY OF CAMDEN
TITLE DIAGRAM DP1082575

FIRST SCHEDULE

ADRIAN GOUVEIA OLIVAL
SILVIA CRISTINA OLIVAL
AS JOINT TENANTS (T AM628319)

SECOND SCHEDULE (8 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1043453 EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 3 DP1061253 EASEMENT TO DRAIN WATER 20 METRES WIDE APPURTENANT TO
THE LAND ABOVE DESCRIBED
- 4 DP1067664 RESTRICTION(S) ON THE USE OF LAND AS REFERRED TO AND
NUMBERED (5) IN THE SEC. 88B INSTRUMENT
- 5 DP1082575 EASEMENT TO DRAIN WATER 2 METRE(S) WIDE AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 DP1082575 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (4) IN THE S. 88B INSTRUMENT
- 7 DP1082575 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (7) IN THE S. 88B INSTRUMENT
- 8 AM628320 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



Ben Stitt
Director

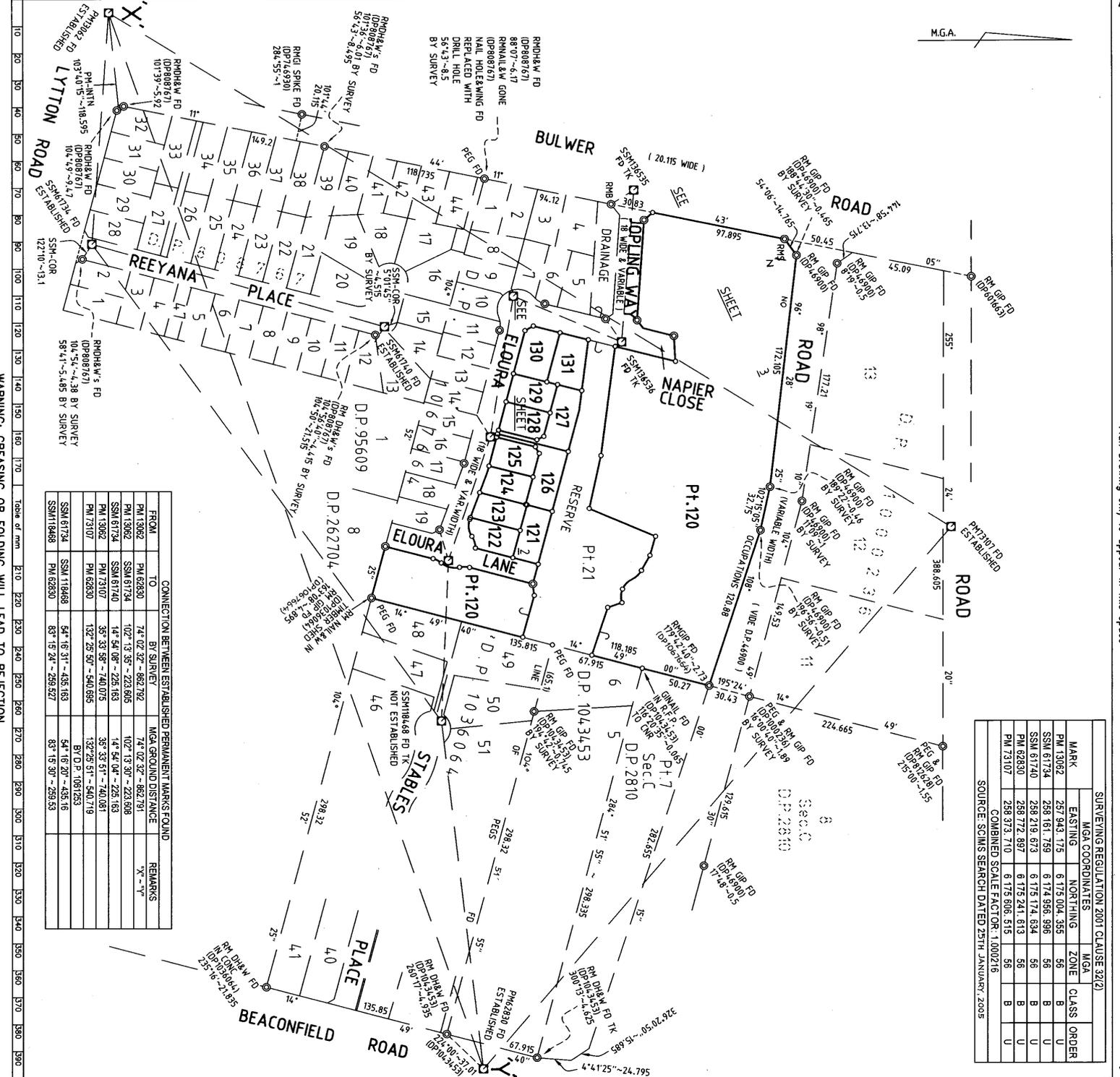
BEN STITT
RAELENNE OLIVER
146 George Street
Sydney NSW 2000

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

Date: 14/12/2022
Signature: [Signature]
File Number: 284-55-1
Office: [Office]

Subdivision Certificate
I certify that the provisions of a 1979 of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision of the land shown in accordance with s.23H of the Environmental Planning and Assessment Act 1979.

Consent Authority: MLC/CORPORATE/REG/CONTRACTS
Date of Endorsement: 12/12/2022
Accreditation no: 3806/025
Subdivision Certificate no: 284-55-1
File no: 284-55-1



| SURVEYING REGULATION 2001 CLAUSE 32(2) | | | | |
|--|-------------|---------------|------|-------|
| MARK | EASTING | NORTHING | ZONE | CLASS |
| PM 13062 | 257 943.175 | 6 175 004.355 | 56 | B |
| SSM 61734 | 258 161.759 | 6 174 956.896 | 56 | U |
| SSM 61740 | 258 219.673 | 6 175 174.834 | 56 | B |
| PM 62830 | 258 772.897 | 6 175 241.613 | 56 | B |
| PM 73107 | 258 373.710 | 6 175 806.515 | 56 | U |

COMBINED SCALE FACTOR: 1.0002716
SOURCE: SCIMS SEARCH DATED 25TH JANUARY, 2005

| FROM | TO | BY SURVEY | MGA GROUND DISTANCE | REMARKS |
|------------|------------|------------------------|------------------------|-----------|
| PM 13062 | PM 62830 | 74° 02' 32" - 862.792 | 74° 02' 32" - 862.791 | "X" - "Y" |
| PM 13062 | SSM 61734 | 102° 13' 35" - 223.805 | 102° 13' 30" - 223.608 | |
| SSM 61734 | SSM 61740 | 14° 54' 04" - 225.163 | 14° 54' 04" - 225.163 | |
| PM 13062 | PM 73107 | 35° 33' 58" - 740.075 | 35° 33' 51" - 740.081 | |
| PM 62830 | PM 62830 | 132° 25' 50" - 540.895 | 132° 25' 51" - 540.719 | |
| SSM 61734 | SSM 118468 | 54° 16' 31" - 435.163 | 54° 16' 28" - 435.16 | |
| SSM 118468 | PM 62830 | 83° 19' 30" - 239.527 | 83° 19' 30" - 239.53 | |

Registered: 1-6-2008
C.A.: SEE CERTIFICATE
Title System: TORRENS
Purpose: SUBDIVISION
Ref. Map: W3770-22#
Last Plan: D.P. 1067664

PLAN OF SUBDIVISION OF LOT 20 IN D.P. 1067664

L.G.A.: WINGECARRIBEE
Locality: MOSS VALE
Parish: BONG BONG
County: CAMDEN

This is sheet 1 of my plan in 3 sheets.
(Delete if inapplicable)

1. JACE THOMAS PEARSON
Surveying Regulation 2001
P.O. BOX 924, SPENCER HILLS, N.S.W. 2170
I, the Surveyor, certify that the survey in this plan is accurate, has been made in accordance with the Surveying Regulation 2001 and was completed on 14/12/2022.
The survey relates to: LOTS 120-131 INCLUSIVE
(Delete if inapplicable)

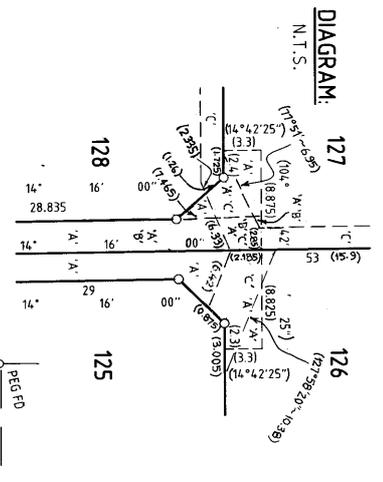
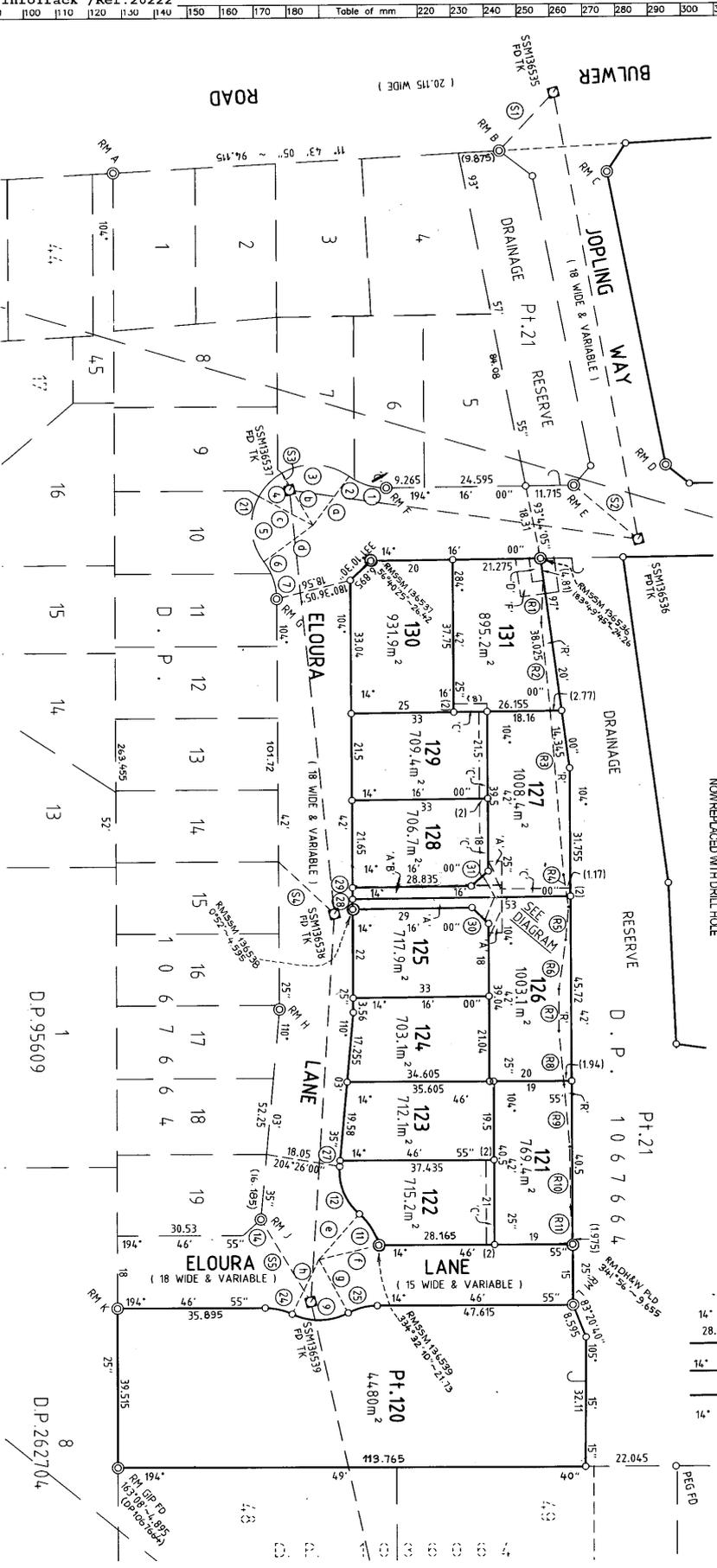
Plots used in preparation of Survey/Commission:
D.P. 2810
D.P. 808167
D.P. 1000236
D.P. 1003604
D.P. 1043453
D.P. 1067664

PANEL FOR USE ONLY for 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 SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED, IT IS INTENDED TO CREATE:
1. EASEMENT TO DRAIN WATER 2 WIDE
2. RIGHT OF CARRIAGEWAY 2.5, 2.85 WIDE
3. EASEMENT FOR SERVES 2.85 WIDE
4. RESTRICTION ON THE USE OF LAND
5. RESTRICTION ON THE USE OF LAND
6. RESTRICTION ON THE USE OF LAND
7. RESTRICTION ON THE USE OF LAND

- A. ~ RIGHT OF CARRIAGE WAY 2.5, 2.65 WIDE & VARIABLE
- B. ~ EASEMENT FOR SERVICES 2.65 WIDE
- C. ~ EASEMENT TO DRAIN WATER 2 WIDE
- D. ~ EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE VIDE D.P. 1067664
- E. ~ RESTRICTION ON THE USE OF LAND VIDE D.P. 1067664
- F. ~ RESTRICTION FOR PIPELINE 24.365 WIDE VIDE D.P. 4299002
- G. ~ RESTRICTION ON THE USE OF LAND
- R. ~ RESTRICTION ON THE USE OF LAND

| RM | DESCRIPTION | BEARING | DISTANCE(S) | REMARKS |
|----|-------------|--------------|----------------|------------------------------|
| A | DH&W | 88° 07' | 6.17 | D.P. 800767 |
| B | DH&W | 96° 43' | 8.5 | 'B' SURVEY |
| C | DH&W | 101° 43' | 4.95 & 13.59 | FD TOP OF (H) (DP) (06/7664) |
| D | DH&W | 11° 40' 40" | 4.56 & 14.55 | FD TOP OF (H) (DP) (06/7664) |
| E | DH&W | 3° 57' | 4.88 & 15.37 | FD TOP OF (H) (DP) (06/7664) |
| F | DH&W | 28° 32' | 4.25 | FD TOP OF (H) (DP) (06/7664) |
| G | DH&W | 28° 16' | 13.5 | FD TOP OF (H) (DP) (06/7664) |
| H | DH&W | 28° 16' | 4.45 & 13.505 | FD TOP OF (H) (DP) (06/7664) |
| I | DH&W | 194° 43' | 4.31 & 13.52 | FD TOP OF (H) (DP) (06/7664) |
| J | DH&W | 188° 35' 30" | 4.375 | FD TOP OF (H) (DP) (06/7664) |
| K | DH&W | 197° 34' | 13.555 | FD TOP OF (H) (DP) (06/7664) |
| L | DH&W | 200° 03' 30" | 4.405 & 20.655 | FD TOP OF (H) (DP) (06/7664) |
| M | DH&W | 162° 37' 40" | 13.955 | FD TOP OF (H) (DP) (06/7664) |
| N | DH&W | 68° 00' | 6.31 & 20.705 | FD TOP OF (H) (DP) (06/7664) |

(D.P. 800767) NAIL & WING CONE NAIL HOLE (N.O.F.)
 NOW REPLACED WITH DRILL HOLE



| LINE | BEARING | DISTANCE |
|------|--------------|----------|
| S1 | 47° 38' 53" | 19.56 |
| S2 | 235° 33' 40" | 20.016 |
| S3 | 261° 10' 35" | 4.805 |
| S4 | 238° 30' 15" | 18.755 |
| S5 | 254° 12' 05" | 23.835 |

| FROM | TO | BEARING | DISTANCE |
|------------|------------|--------------|----------|
| SSM/136535 | PM/13892 | 207° 43' 58" | 390.43 |
| SSM/136535 | SSM/136536 | 94° 34' 43" | 112.598 |
| SSM/136537 | SSM/136538 | 203° 16' 40" | 63.7 |
| SSM/136537 | SSM/136538 | 99° 10' 13" | 105.945 |
| SSM/136539 | SSM/136539 | 108° 27' 41" | 96.371 |
| SSM/136539 | SSM/118468 | 92° 27' 40" | 118.782 |

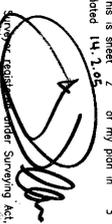
| No | RESTRICTION R | BEARING | DISTANCE |
|-----|---------------|---------|----------|
| R1 | 107° 28' | 21.92 | |
| R2 | 98° 22' 20" | 11.445 | |
| R3 | 100° 32' | 40.79 | |
| R4 | 96° 31' | 8.04 | |
| R5 | 108° 51' | 8.18 | |
| R6 | 117° 45' | 12.315 | |
| R7 | 105° 10' 40" | 10.33 | |
| R8 | 99° 39' | 13.38 | |
| R9 | 99° 54' | 15.43 | |
| R10 | 104° 17' 30" | 15.015 | |
| R11 | 101° 03' | 7.21 | |

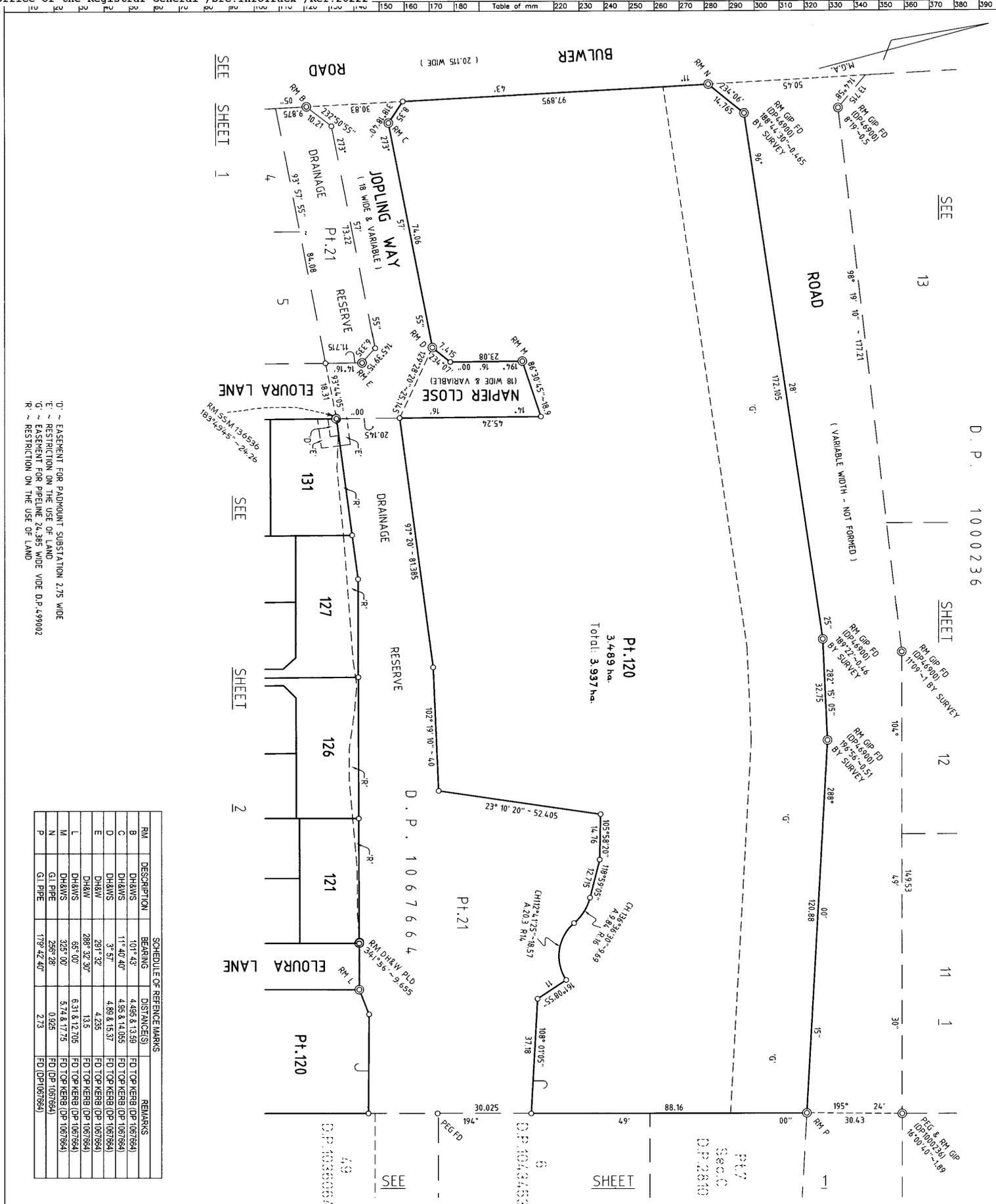
| No | BEARING | DISTANCE |
|----|--------------|----------|
| a | 321° 08' 05" | 15 |
| b | 224° 42' 25" | 15 |
| c | 117° 45' | 15 |
| d | 222° 28' 55" | 15 |
| e | 198° 09' 10" | 15 |
| f | 325° 57' 10" | 15 |
| g | 1° 05' 50" | 15 |
| h | 76° 38' 45" | 15 |
| i | 130° 49' 15" | 15 |

| No | BEARING | DISTANCE |
|----|--------------|----------|
| 1 | 226° 05' 50" | 2.855 |
| 2 | 152° 25' 15" | 5.91 |
| 3 | 290° 03' 35" | 1.43 |
| 4 | 284° 42' 25" | 2.5 |
| 5 | 284° 42' 25" | 2.5 |
| 6 | 284° 42' 25" | 2.5 |
| 7 | 284° 42' 25" | 2.5 |
| 8 | 284° 42' 25" | 2.5 |
| 9 | 284° 42' 25" | 2.5 |
| 10 | 284° 42' 25" | 2.5 |
| 11 | 284° 42' 25" | 2.5 |
| 12 | 284° 42' 25" | 2.5 |
| 13 | 284° 42' 25" | 2.5 |
| 14 | 284° 42' 25" | 2.5 |
| 15 | 284° 42' 25" | 2.5 |

| No | BEARING | CHORD | ARC | RADIUS |
|----|--------------|-------|--------|--------|
| 1 | 28° 45' 00" | 8.01 | 8.05 | 15 |
| 2 | 48° 11' 10" | 1.56 | 1.56 | 15 |
| 3 | 197° 57' 20" | 16.42 | 17.375 | 45 |
| 4 | 145° 07' 35" | 8.09 | 8.19 | 45 |
| 5 | 107° 46' 55" | 16.19 | 17.1 | 45 |
| 6 | 74° 07' 45" | 3.45 | 3.46 | 15 |
| 7 | 93° 01' 50" | 6.85 | 6.85 | 15 |
| 8 | 13° 44' 00" | 13.86 | 14.185 | 15 |
| 9 | 17° 42' 30" | 7.29 | 7.35 | 15 |
| 10 | 73° 31' 45" | 3.06 | 3.05 | 15 |
| 11 | 89° 01' 15" | 12.76 | 13.22 | 14 |
| 12 | 89° 01' 15" | 6.76 | 6.815 | 14 |
| 13 | 27° 48' 10" | 7.29 | 7.36 | 15 |

NOTE: PM136535 - PM136539 FD NOT ESTABLISHED
 Reduction Ratio 1:800
 SURVEYOR'S REFERENCE: 303054p_step2

Registered:  1-6-2005
 This is sheet 2 of my plan in 3 sheets
 dated 14.1.05
 This is a copy of the plan of 3806/05
 covered by subdivision certificate No. 3806/05
 of 
 Registered under Surveying Act, 2002
 Authorised Person/General Manager/Assistant Controller
 For use where space is insufficient in my plan on Plan Form 2



D. P. 1000236

SHEET 12

SHEET 11

SHEET 1

SHEET 13

SHEET 1

Pt. 120
3.489 ha.
Total: 3.937 ha.

- D. ~ EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
- E. ~ RESTRICTION ON THE USE OF LAND
- G. ~ EASEMENT FOR PRELINE 24.385 WIDE VIDE D.P. 499002
- R. ~ RESTRICTION ON THE USE OF LAND

| RM | DESCRIPTION | BEARING | DISTANCE(S) | REMARKS |
|----|-------------|--------------|---------------|--------------------------|
| B | DH&WS | 101° 43' | 4.485 & 13.59 | FD TOP KERB (DP 1067664) |
| C | DH&WS | 11° 40' 40" | 4.95 & 14.055 | FD TOP KERB (DP 1067664) |
| D | DH&WS | 3° 57' | 4.89 & 15.37 | FD TOP KERB (DP 1067664) |
| E | DH&W | 281° 32' | 4.25 | FD TOP KERB (DP 1067664) |
| L | DH&W | 288° 32' 30" | 13.5 | FD TOP KERB (DP 1067664) |
| M | DH&WS | 65° 00' | 6.31 & 12.705 | FD TOP KERB (DP 1067664) |
| N | DH&WS | 225° 00' | 5.74 & 17.75 | FD TOP KERB (DP 1067664) |
| P | G.I. PIPE | 285° 28' | 0.925 | FD (DP 1067664) |
| P | G.I. PIPE | 179° 42' 40" | 2.73 | FD (DP 1067664) |

DP1082575

Registered: 14-6-2005

This is sheet 3 of my plan in 3 sheets dated 14. 3. 05.

Surveyor registered under Surveying Act, 2002
This is sheet 3 of the plan of sheets covered by subdivision certificate No. 3806/05

Authorized Person/Service Manager/Associate Officer
For use where space is insufficient in any panel on Plan Form 2

Reduction Ratio 1: 800

SURVEYOR'S REFERENCE: 30354p_175h3

Surveyors Practice Regulation 1996
1. PLAN AND BOOK NO. 2315
2. PLAN NO. 1500 BORNAL 2315
3. PLAN NO. 1500 BORNAL 2315
4. PLAN NO. 1500 BORNAL 2315
5. PLAN NO. 1500 BORNAL 2315
6. PLAN NO. 1500 BORNAL 2315
7. PLAN NO. 1500 BORNAL 2315
8. PLAN NO. 1500 BORNAL 2315
9. PLAN NO. 1500 BORNAL 2315
10. PLAN NO. 1500 BORNAL 2315

Plans used in preparation of survey completion:
DP 280 DP 1000236 DP 1036044
D.P. 46900

PANEL FOR USE ONLY for state, agents of land, ion to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED IT IS INTENDED TO CREATE:
1. RIGHT OF ACCESS TO 11 WIDE & VAR.
2. EASEMENT FOR SERVICES 3 WIDE & VAR.
3. EASEMENT FOR DRAINAGE OF WATER VAR WIDTH
4. EASEMENT FOR DRAINAGE OF WATER 20 WIDE
5. EASEMENT FOR WATER SUPPLY 5 WIRE
6. RESTRICTION ON USE OF LAND
7. RESTRICTION ON USE OF LAND
8. RESTRICTION ON USE OF LAND
9. RESTRICTION ON USE OF LAND
10. EASEMENT FOR UNDERGROUND CABLES 3 WIDE & VAR.

| MARK | EASTING | NORTHING | ZONE | CLASS |
|------------------|-------------|---------------|------|-------|
| PM 62830 | 258 772.897 | 6 175 24.613 | 56 | B |
| SM 37579 | 258 655.406 | 6 174 796.192 | 56 | B |
| SM 61734 | 258 661.759 | 6 174 956.996 | 56 | B |
| DATE FROM STAKES | | 31/07/2001 | | |
| CSF | 1000222 | | | |

- RIGHT OF ACCESS TO 11 WIDE & VAR
- EASEMENT FOR SERVICES 3 WIDE & VAR
- EASEMENT FOR UNDERGROUND CABLES 3 WIDE & VAR
- EASEMENT FOR DRAINAGE OF WATER VAR WIDTH
- EASEMENT FOR DRAINAGE OF WATER 20 WIDE
- EASEMENT FOR WATER SUPPLY 5 WIDE
- RESTRICTION ON USE OF LAND

Mortgagee under Mortgage No. 15699 CH
Signed at Sydney this 11th day of 2002 for National Australia Bank Limited A.B.N. 12 004 044 837
Approved by **ANDREW TRENKLE** Solicitor
No. 649 Book 8924

ANDREW TRENKLE
Solicitor
255 George Street, Sydney NSW

PERMANENT CUSTOMERS LIMITED A.C.N. 102 384
By its Attorney who state that they have read the plan and certify that the same is a true and correct copy of the original plan and that they have no objection to its registration.
Signed at Sydney this 11th day of 2002
ANDREW TRENKLE
Solicitor
255 George Street, Sydney NSW

Debra Peterson
MANAGEMENT OFFICER
35 CLARENCE ST
SYDNEY
15103

Crown Lands Office Approval

PLAN APPROVED
Authorised Officer
Paper No. 10459/128
Field Book pages 15103

Subdivision Certificate
I certify that the provisions of s.104 of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision.

SUBDIVISION
(Insert subdivision or plan number)
Authorised Officer
Consent Authority: **WINGECARRBEE COUNCIL**
Date of endorsement: 27.5.02

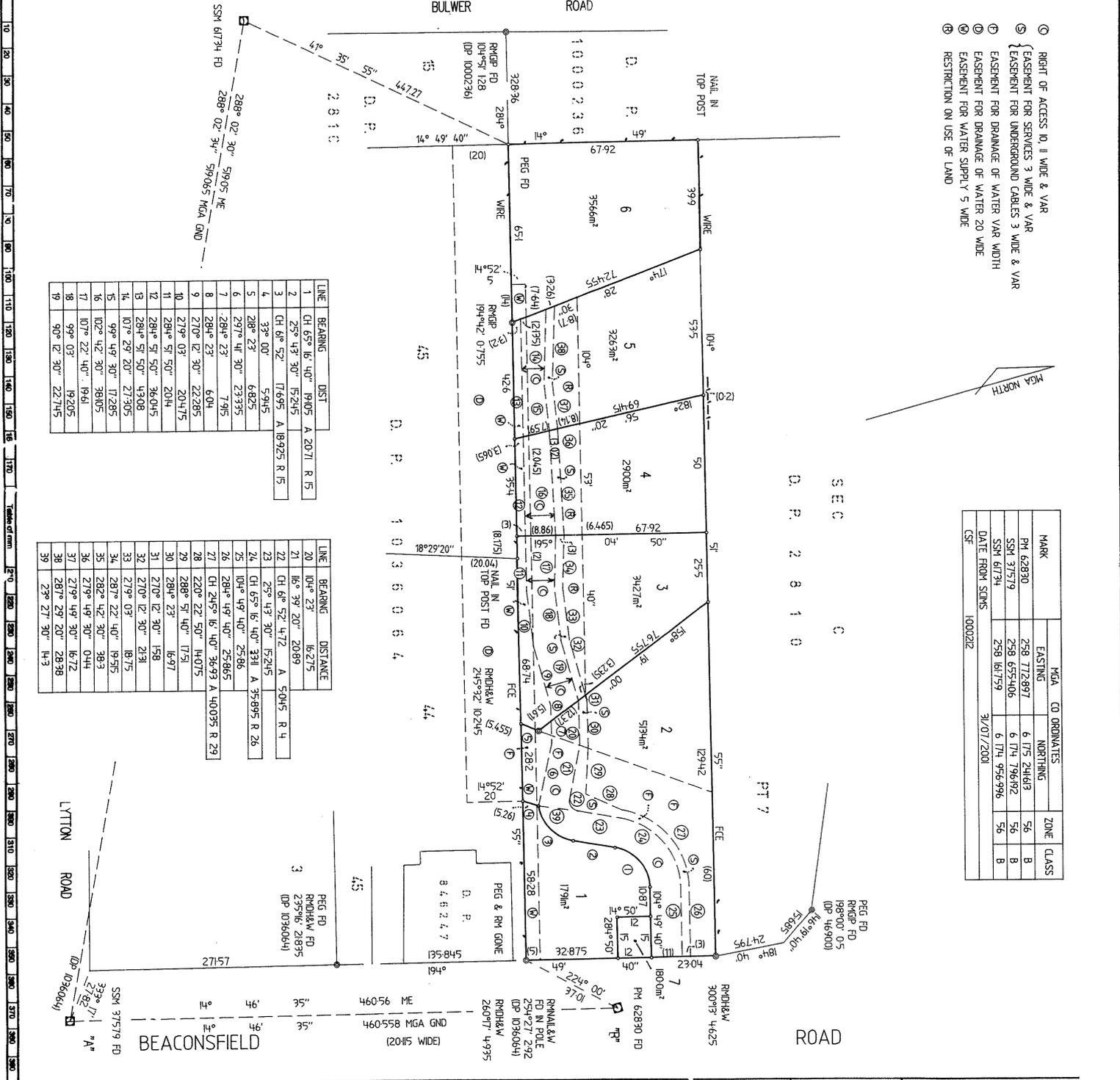
Accreditation No. 34488/02
Subdivision Certificate No. LMA 0376199

Note: This plan is to be lodged electronically in the Land Titles Office. It should include a signature in an electronic or digital format approved by the Registrar-General.

PLAN FORM 2

M.P.D

WARNING: CR TAPPING OR FOLDING WILL LEAD TO REFLECTION



| LINE | BEARING | DIST |
|------|----------------|---------------------|
| 1 | CH 65° 16' 40" | 19405 A 20.71 R 15 |
| 2 | 25° 43' 30" | 15245 A 18.925 R 15 |
| 3 | CH 6° 52' | 17695 A 18.925 R 15 |
| 4 | 3° 00' | 5945 |
| 5 | 28° 23' | 6825 |
| 6 | 29° 41' 40" | 23335 |
| 7 | 28° 23' | 7495 |
| 8 | 28° 23' | 604 |
| 9 | 27° 12' 30" | 22285 |
| 10 | 27° 03' | 20475 |
| 11 | 28° 51' 50" | 36045 |
| 12 | 28° 51' 50" | 4308 |
| 14 | 10° 29' 30" | 21305 |
| 15 | 9° 49' 30" | 17285 |
| 16 | 102° 42' 30" | 38105 |
| 17 | 107° 22' 40" | 1841 |
| 18 | 9° 03' | 19205 |
| 19 | 90° 12' 30" | 22745 |

| LINE | BEARING | DISTANCE |
|------|----------------|---------------------|
| 20 | 104° 23' | 16275 |
| 21 | 16° 39' 20" | 20489 |
| 22 | CH 6° 52' 40" | 15245 A 50.45 R 4 |
| 23 | CH 65° 16' 40" | 19405 A 35.895 R 26 |
| 24 | 25° 43' 30" | 15245 |
| 25 | 104° 49' 40" | 25865 |
| 26 | 28° 49' 40" | 25865 |
| 27 | CH 24° 56' 16" | 36.93 A 40.95 R 29 |
| 28 | 22° 22' 50" | 14075 |
| 29 | 28° 51' 40" | 1751 |
| 30 | 28° 23' | 16.97 |
| 31 | 27° 12' 30" | 158 |
| 32 | 27° 03' | 2131 |
| 33 | 27° 03' | 18715 |
| 34 | 28° 51' 50" | 19415 |
| 35 | 282° 42' 30" | 38.3 |
| 36 | 279° 49' 30" | 0.44 |
| 37 | 279° 49' 30" | 16.72 |
| 38 | 281° 29' 20" | 28.38 |
| 39 | 29° 27' 30" | 14.3 |

98712

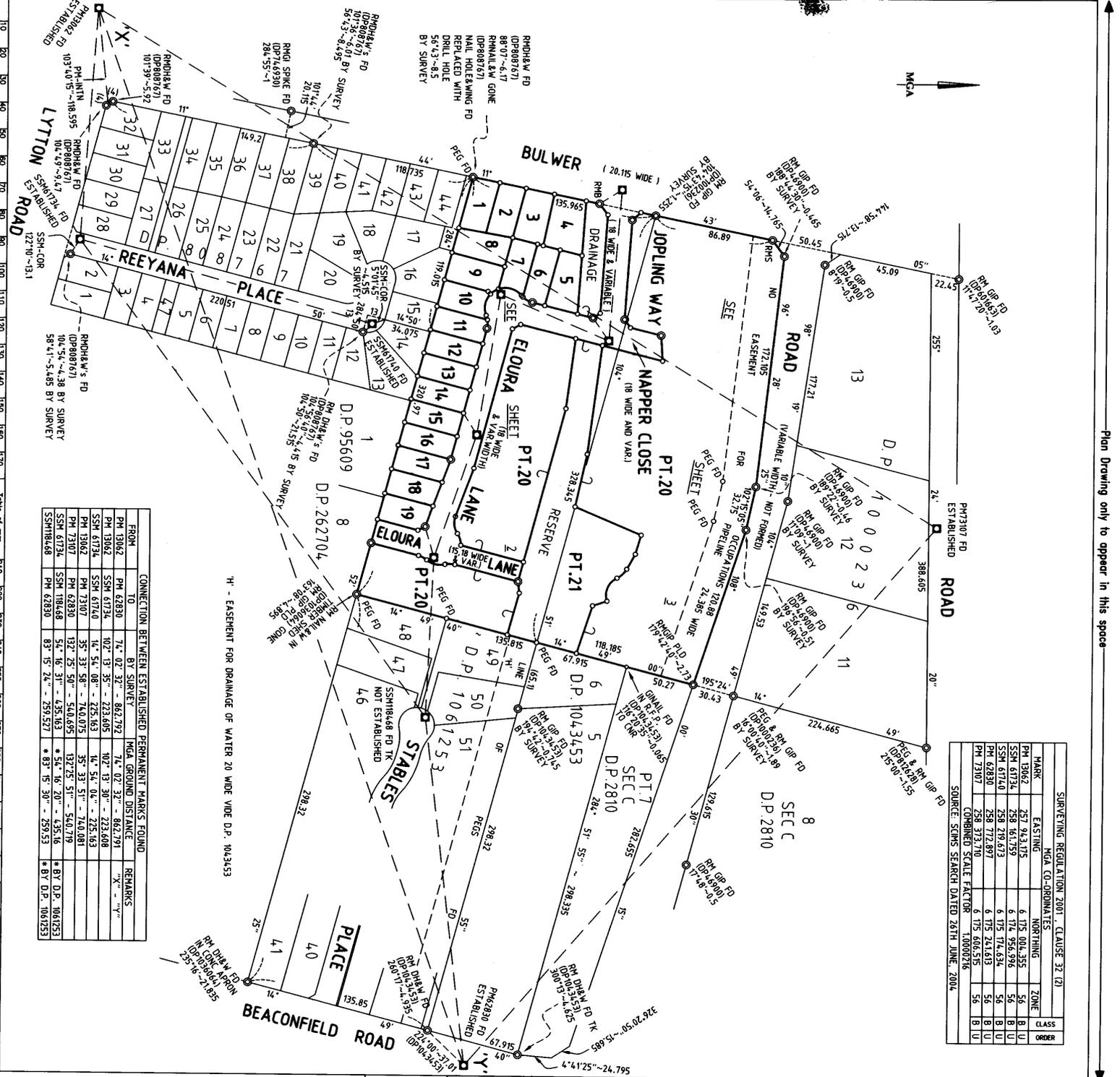


Signature of the Registrar-General
 Secretary
 Director
 Witness: *James Rees*
 Date: *12/10/2004*

Signed at *Melbourne* the *twelfth* day of *October* 2004
 For Commonwealth Bank of Australia A.C.N. 123 123 124 by its duly appointed Attorney under Power of Attorney Book 4418 No. 140
 Witness: *James Rees*
 Date: *12/10/2004*

Department of Lands
 I, *James Rees*, in approving this plan certify (Authorized Officer) that of necessary approvals in regard to the allocation of the land shown herein have been given.
 Date: *12/10/2004*
 File Number: *DP 1002236*
 Office: *Melbourne*

Subdivision Certificate
 I certify that the provisions of a (1) of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:
 + the proposed *Subdivision* set out herein and
 + the subdivision of *Lot 14* of the Corporation of *Elouira*
 Authorised Officer: *James Rees*
 Consent Authority: *Municipal Council of Elouira*
 Date of Endorsement: *12/10/2004*
 Subdivision Certificate No: *3760/04*
 File No: *4/10/2004*
 * Date whether is inapplicable.



SURVEYING REGULATION 2001 (CLAUSE 32 (2))

| MARK | EASTING | NORTHING | ZONE | CLASS | ORDER |
|----------|-------------|---------------|------|-------|-------|
| PM 3062 | 251 943.375 | 6 175 004.385 | 50 B | U | |
| SSM 6173 | 258 161.759 | 6 175 056.992 | 50 B | U | |
| SSM 6174 | 258 219.673 | 6 175 074.631 | 50 B | U | |
| PM 6280 | 258 772.897 | 6 175 214.619 | 50 B | U | |
| PM 3107 | 258 373.710 | 6 175 062.516 | 50 B | U | |

COMBINED SCALE FACTOR: 1.0000216
 SOURCE: SCANS SEARCHED DATED 26TH JUNE 2004.

CONNECTION BETWEEN ESTABLISHED PERMANENT MARKS FOUND

| FROM | TO | BY SURVEY | MGA GROUND DISTANCE | REMARKS |
|-----------|-----------|-------------------------|------------------------|---------|
| PM 3062 | PM 6280 | 14. 02' 32" - 862.792 | 14. 02' 32" - 862.791 | " |
| PM 3062 | SSM 6173 | 102. 13' 35" - 223.605 | 102. 13' 30" - 223.608 | " |
| SSM 6173 | SSM 6174 | 14. 54. 08" - 225.163 | 14. 54. 04" - 225.163 | " |
| PM 3107 | PM 7307 | 35. 33' 58" - 74.075 | 35. 33' 57" - 74.081 | " |
| PM 3107 | PM 6280 | 132. 25' 50" - 54.0.695 | 132.25' 51" - 54.0.719 | " |
| SSM 6173 | SSM 18648 | 54. 16' 31" - 435.143 | 54. 16' 20" - 435.116 | " |
| SSM 18648 | PM 6280 | 83. 15' 24" - 259.527 | 83. 15' 30" - 259.53 | " |

Registered Plan: **DP1067664**
 Date: **12/22/2004**
 C.A.: **SEE CERTIFICATE**
 Title System: **TORRENS**
 Purpose: **SUBDIVISION**
 Ref. Map: **W3770-22#**
 Last Plan: **DP 2810, DP 1000236**

PLAN OF SUBDIVISION OF
 LOTS 15 & 16 SECTION C
 IN D.P. 2810 AND
 LOT 14 IN D.P. 1000236

L.G.A.: **WINGECARRIEE**
 Locality: **MOSS VALE**
 Parish: **BONG BONG**
 County: **CAMDEN**

This is sheet 1 of my plan in 3 sheets.
 (Delete if inapplicable)
 I, **JANE THOMAS REASON**, of **ELONG GROUP SERVICES PT LTD**, of **PO BOX 924 STERIL HILLS NSW 1730**, do hereby certify that the plan is a true and correct copy of the plan as shown in accordance with the Surveying Regulation 2001 and one completed on **30/10/2004** INCLUSIVE.

Plans used in preparation of Survey/Completion:
 D.P. 2810
 D.P. 808767
 D.P. 1000236
 D.P. 1062236
 D.P. 1043453

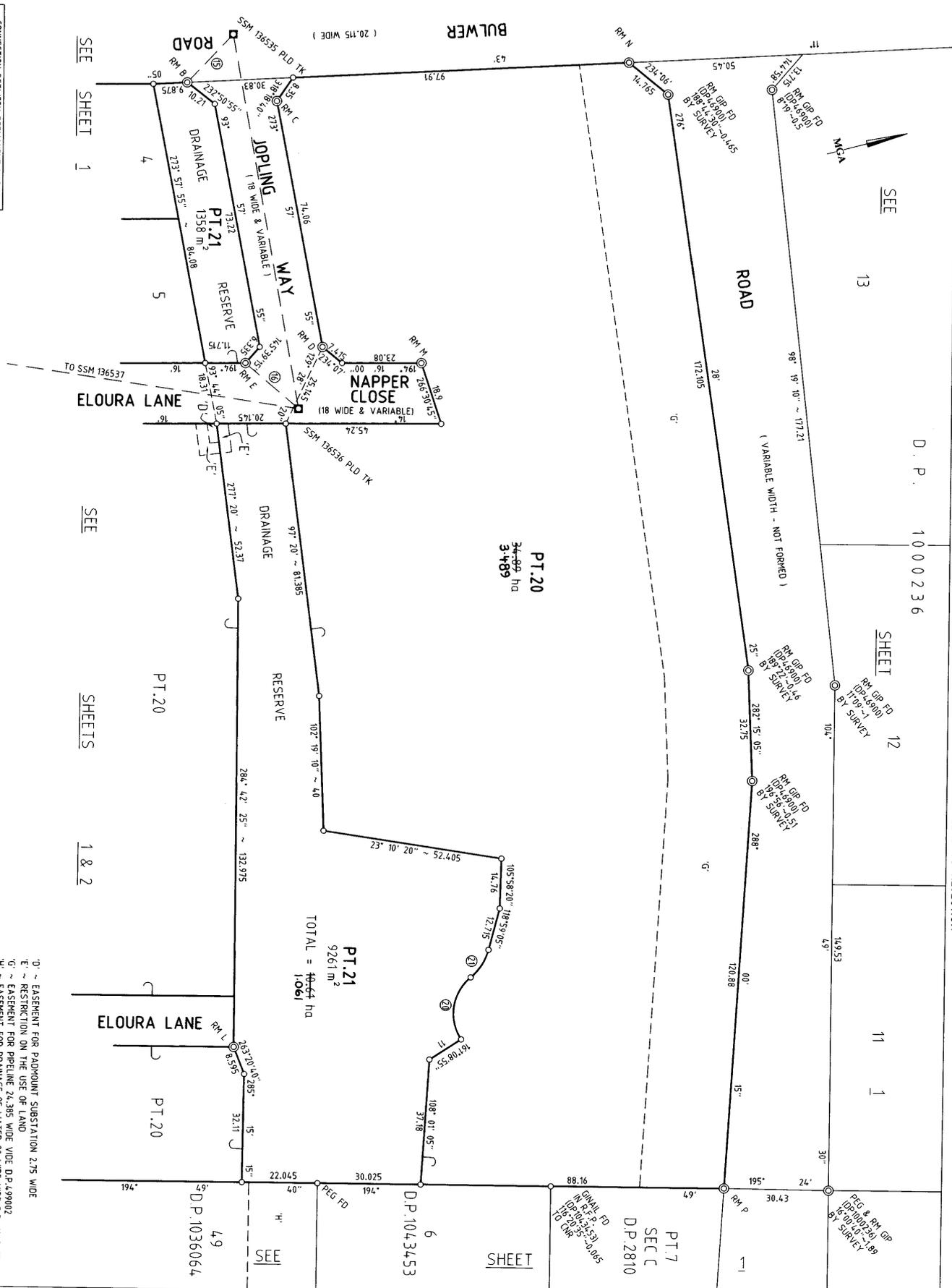
PANEL FOR USE ONLY for statements of intention to dedicate public roads, to create public reserves, to dedicate reserves, easements, restrictions on the use of land or positive covenants.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED, IT IS INTENDED TO CREATE:
 1. EASEMENT TO DRAIN WATER 2 WIDE & VARIABLE
 2. RIGHT OF CARRIAGE WAY 4.8 WIDE & VARIABLE
 3. EASEMENT FOR SERVICES 1 WIDE & VARIABLE
 4. EASEMENT FOR RAINHOUT SUBSTATION 2.75 WIDE
 5. RESTRICTION ON USE OF LAND
 6. RESTRICTION ON USE OF LAND
 7. RESTRICTION ON USE OF LAND
 8. RESTRICTION ON USE OF LAND

IT IS INTENDED TO DEDICATE:
 1. JOPLING WAY (18 WIDE & VARIABLE)
 2. NAPPER CLOSE (18 WIDE & VARIABLE)
 3. ELOURA LANE (15.18 WIDE & VARIABLE)
 TO THE PUBLIC AS PUBLIC ROADS
 IT IS INTENDED TO DEDICATE LOT 14 TO THE PUBLIC AS A DRAINAGE RESERVE.

PLANFORM 3 (APPROVED FORM 5) To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



CONNECTION BETWEEN PERMANENT MARKS

| FROM | TO | BEARING | DISTANCE |
|------------|------------|-------------|----------|
| SSM 136535 | SSM 136536 | 94.34.4.5" | 112.595 |
| SSM 136536 | SSM 136537 | 203.16.6.0" | 85.7 |

TABLE OF SHORT LINES AND CURVED BOUNDARIES

| No | BEARING | CHORD | ARC | RAO | REMARKS |
|----|-------------|--------|-------|-----|-----------|
| 15 | 147.36.55" | 49.26 | 19.56 | 14 | SSM - CUR |
| 16 | 235.33.40" | 20.615 | 20.3 | 14 | SSM - CUR |
| 20 | 112.4.1.25" | 18.57 | 20.3 | 14 | SSM - CUR |
| 21 | 136.36.30" | 9.69 | 9.84 | 16 | |

SCHEDULE OF REFERENCE MARKS

| RM | DESCRIPTION | BEARING | DISTANCE | REMARKS |
|----|-------------|------------|---------------|---------------|
| A | DRM 1 S | 107.4.3 | 4.435 & 13.59 | PLD.TOP OF RB |
| B | DRM 2 S | 114.0.1.0 | 4.95 & 14.055 | PLD.TOP OF RB |
| C | DRM 3 S | 3.32.2 | 4.89 & 15.37 | PLD.TOP OF RB |
| D | DRM 4 S | 4.25 | 4.25 | PLD.TOP OF RB |
| E | DRM 5 | 288.3.2.37 | 15.5 | PLD.TOP OF RB |
| F | DRM 6 | 288.3.2.37 | 4.31 & 17.09 | PLD.TOP OF RB |
| G | DRM 7 S | 3.25.0 | 5.14 & 17.75 | PLD.TOP OF RB |
| H | DRM 8 S | 178.2.2.0 | 4.3 | |
| I | DRM 9 | 288.2.8 | 0.93 | |

D - EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
 E - RESTRICTION ON THE USE OF LAND
 G - EASEMENT FOR PIPELINE 24.385 WIDE VIDE D.P. 499002
 H - EASEMENT FOR DRAINAGE OF WATER 20 WIDE VIDE D.P. 1043453

Plan Drawing only to appear in this space

DP1067664

Registered: AW 22.11.2004
 This is sheet 3 of my plan in 3 sheets dated 30.07.04.

Surveyor registered under Surveying Act, 2002
 This is sheet of the plan of streets covered by subdivision certificate No. 3760/04

Authorized Person/General Manager/Registered Officer
 For use where space is insufficient in my panel on Plan Form 2

Reduction Ratio 1:800

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

Sheet 1 of 6 Sheets

Plan:

DP1043453

Subdivision of Lot 6 of Section C in
Deposited Plan 2810 and Easement
covered in Council Certificate N^o 3488/02
of 27.5.02

**Full Name and Address of
proprietors of the land:**

John Frederick and Lisa June Watkins
Beaconsfield Road
Moss Vale NSW 2577

PART 1

**1. Identity of Easement firstly
referred to in the plan:**

Right of Access 10,11 & var width

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened

Lots, Name of Road, Authority benefited

2
3
4
5
2, 3, 4 & 5
2, 3, 4 & 5

3, 4, 5, 6
4, 5, 6
5, 6
6
Integral Energy Australia
Wingecarribee Council

**2. Identity of Easement secondly
referred to in the plan:**

Easement for Services 3 wide & var

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened

Lots, Name of Road, Authority benefited

2
3
4
5

3, 4, 5 & 6
4, 5 & 6
5 & 6
6


WINGECARRIBEE COUNCIL

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

Sheet 2 of 6 Sheets

DP1043453

Subdivision of Lot 6 of Section C in
Deposited Plan 2810 and Easement
covered in Council Certificate N^o 3488/02
OF 27.5.02

**3. Identity of Easement thirdly
referred to in the plan:**

Easement for Drainage of Water var width

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened

Lots, Name of Road, Authority benefited

2

1, 3, 4, 5 & 6
44/1036064 & 45/1036064
2/C/2810 & 3/C/2810
11/1000236, 12/1000236, 13/1000236
14/1000236 & Auto Consol 1689/65
Wingecarribee Council

**4. Identity of Easement fourthly
referred to in the plan:**

Easement for Drainage of Water 20 wide

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened

Lots, Name of Road, Authority benefited

44/1036064

3, 4, 5 & 6
45/1036064

45/1036064

4, 5 & 6

**5. Identity of Easement fifthly
referred to in the plan:**

Easement for Water Supply 5 wide

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened

Lots, Name of Road, Authority benefited

1,2, 3, 4, 5 & 6

Wingecarribee Council


WINGECARRIBEE COUNCIL

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

Sheet 3 of 6 Sheets

DP1043453

Subdivision of Lot 6 of Section C in
Deposited Plan 2810 and Easement
covered in Council Certificate N^o 3488/02
OF 27.5 - 02

**6. Identity of Restriction sixthly
referred to in the plan:**

Restriction on Use of Land

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened

Lots, Name of Road, Authority benefited

3
4
5

Every other Lot
Every other Lot
Every other Lot

**7. Identity of Restriction seventhly
referred to in the plan:**

Restriction on Use of Land

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened

Lots, Name of Road, Authority benefited

Each Lot

Every other Lot

**8. Identity of Restriction eighthly
referred to in the plan:**

Restriction on Use of Land

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened

Lots, Name of Road, Authority benefited

Each Lot

Every other Lot
44/1036064 & 45/1036064

**9. Identity of Restriction ninthly
referred to in the plan:**

Restriction on Use of Land

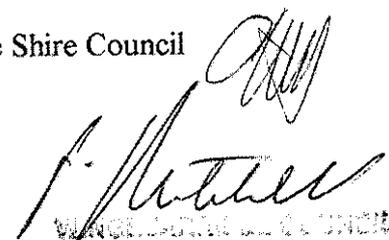
SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened

Lots, Name of Road, Authority benefited

1 & 2

Wingecarribee Shire Council



WINGECARRIBEE SHIRE COUNCIL

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

Sheet 4 of 6 Sheets

DP1043453

Subdivision of Lot 6 of Section C in
Deposited Plan 2810 and Easement
covered in Council Certificate N^o 3488/02
OF 27-5-02

**10. Identity of Easement tenthly
referred to in the plan:**

Easement for Underground Cables 3 wide
& var

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened

2,3,4 & 5

Lots, Name of Road, Authority benefited

Integral Energy Australia

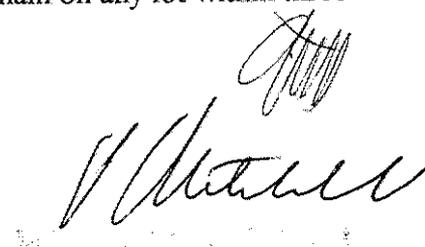
PART 2

1. Terms of Restriction sixthly referred to in the plan:

No building is to be erected or permitted to remain within the area designated R on the plan.

2. Terms of Restriction seventhly referred to in the plan:

- (a) No more than one single dwelling shall be erected on any lot burdened.
- (b) No dwelling shall have a floor area (excluding garages, carport, verandah patios, terraces decks and the like) of not less than 120 square metres.
- (c) No mobile or temporary dwelling shall be erected or permitted to remain on any lot.
- (d) The external walls of any main building shall not be constructed of material other than brick, stone concrete, natural milled timber or reconstituted timber products provided that the use of fibrous cement products as infill panels for decorative purposes shall not exceed 10% of the exterior walls. The use of fibrous cement flat sheeting is otherwise only permitted as a substrate for applied rendered finishes.
- (e) No outbuilding shall be constructed or permitted to remain on the land unless same shall be of the same design, appearance and construction as the main building. Nothing in the restriction shall prevent the construction of an outbuilding of corrugated metal that has been treated by the process commonly known as "color bonding" or any other similar factory pre coated process and of no more than 40 square metres and of green and brown colour tones.
- (f) No advertisement hoarding or sign of any nature shall be erected or displayed on any lot other than from displaying not more than one sign on the lot burdened advertising that the relevant lot burdened is for sale.
- (g) No building shall be constructed of any second hand materials on the exterior surface.
- (h) No building or part thereof shall be erected or permitted to remain on any lot within three metres from the side or rear boundaries of that lot.



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

Sheet 5 of 6 Sheets

DP1043453

Subdivision of Lot 6 of Section C in
Deposited Plan 2810 and Easement
covered in Council Certificate N^o. 3488/02
OF 27-5-02

- (i) No buses, trucks, machinery or other vehicles exceeding a tare weight of three tonnes shall be parked, stored or permitted to stand upon or adjacent to any lot except during the course of construction of any building thereon.
- (j) No colorbond fence shall be erected upon the lots burdened.
- (k) No earth retaining structures in excess of 600mm in depth from the natural surface level shall be permitted unless:
 - (i) designed by a qualified Structural Engineer or to manufacturers specifications
 - (ii) such design plans show any surface or sub-surface seepage control
 - (iii) excavation or placed fill in excess of 600mm in depth from the natural surface level or batters steeper than 1 in the vertical to 3 in the horizontal are certified by a qualified Geotechnical Engineer.

3. Terms of Restriction eighthly referred to in the plan:

The registered proprietor of each lot burdened shall not during the ownership of any adjoining land by John Frederick Watkins and Lisa June Watkins erect any fence or wall on the lot to divide it from such adjoining land without the consent of John Frederick Watkins and June Lisa Watkins who shall not withhold consent if the fence or wall is erected without expense to them.

4. Terms of Restriction ninthly referred to in the plan:

The floor level of any habitable building is to be a minimum of 500mm above the 1:100 year ARI flood level.

5. Terms of Easement tenthly referred to in the plan:

LTO Memorandum 3021851

Name of person or Authority empowered to release, vary or modify the Easement firstly referred to in the plan.

The registered proprietor at the time of any land having the benefit of the said easement and Integral Energy Australia and Wingecarribee Council.

Name of person or Authority empowered to release, vary or modify the Easement and Restrictions secondly, fourthly and sixthly referred to in the plan.

The registered proprietor at the time of any land having the benefit of the said easement.




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

Sheet 6 of 6 Sheets

DP1043453

Subdivision of Lot 6 of Section C in
Deposited Plan 2810 and Easement
covered in Council Certificate N^o 3488/02
OF 27-5-02

**Name of person or Authority empowered to release, vary or modify the Easement thirdly
referred to in the plan.**

The registered proprietor at the time of any land having the benefit of the said easement and
Wingecarribee Council.

**Name of person or Authority empowered to release, vary or modify the Restriction seventhly and
eighthly referred to in the plan.**

John Frederick Watkins and Lisa June Watkins while ever they own any of the land in the plan and
afterwards by all the owners of the lots having the benefit of the restriction.

**Name of person or Authority empowered to release, vary or modify the Restriction and
Easement fifthly and ninthly referred to in the plan.**

Wingecarribee Council.

**Name of person or Authority empowered to release, vary or modify the Easement
tenthly referred to in the plan.**

Integral Energy Australia.

Mortgagee under Mortgage No. 5699017
Signed at Sydney this 11TH day of
JUNE 2002 for National
Australia Bank Limited ABN 12 004 044 997
by Miss Mary FERGUSON its duly
appointed Attorney under Power of Attorney
No. 349 Book 3684

Signed in my presence by the said
John Frederick Watkins

[Signature]

Signed in my presence by the said
Lisa June Watkins

[Signature]

[Signature]
.....
Manager

[Signature]
.....
Witness/Bank Officer **Kylie GRIFFITH**
255 George Street, Sydney NSW

PERMANENT CUSTODIANS LIMITED ACN 001 426 384
by its Attorneys who state that they have no notice of
revocation of the Power of Attorney dated 2nd June 1993,
whereby they execute this deed document or instrument.
Group A Attorney *[Signature]* Group B Attorney *[Signature]*
Name **KYLIE NICOLE**

[Signature]
Megan Peterson
DOCUMENT
MANAGEMENT OFFICER
35 Clarence
St SYDNEY

[Signature] 6/6/02
WINGECARRIBEE COUNCIL

REGISTERED  12.8.2002

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

(Sheet 1 of 9 Sheets)

DP1061253

Subdivision of Lot 45 in
Deposited Plan 1036064
Covered in Council Certificate 3638/03

**Full Name and Address of
proprietors of the land:**

John Frederick and Lisa June Watkins
Beaconsfield Road
Moss Vale NSW 2577

PART 1

**1. Identity of Easement firstly
referred to in the plan:**

Right of Access 10 wide

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened

Lots, Name of Road, Authority benefited

47
48
49

48 & 49
47 & 49
47 & 48

**2. Identity of Easement secondly
referred to in the plan:**

Easement for Services 10 wide

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened

Lots, Name of Road, Authority benefited

47
48
49

48 & 49
47 & 49
47 & 48

**3. Identity of Easement thirdly
referred to in the plan:**

Easement to Drain Water 10 wide

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened

Lots, Name of Road, Authority benefited

47
48
49

48 & 49
47 & 49
47 & 48


B. S. Darnley
WINGECARRIBEE COUNCIL

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

(Sheet 2 of 9 Sheets)

DP1061253

Subdivision of Lot 45 in
Deposited Plan 1036064
Covered in Council Certificate 3638/03

**4. Identity of Easement fourthly
referred to in the plan:**

Easement to Drain Water var width

SCHEDULE OF LOTS ETC. AFFECTED

| <u>Lots Burdened</u> | <u>Lots, Name of Road, Authority benefited</u> |
|----------------------|---|
| 41 | 3/C/2810 & Wingecarribee Council |
| 40 | 41, 42, 43, 44 & 3/C/2810 & Wingecarribee Council |
| 42 | 40, 41, 43, 44 & 3/C/2810 & Wingecarribee Council |
| 53 | 40, 41, 42, 43, 44 & 3/C/2810 & Wingecarribee Council |

**5. Identity of Easement fifthly
referred to in the plan:**

Easement to Drain Water var width

SCHEDULE OF LOTS ETC. AFFECTED

| <u>Lots Burdened</u> | <u>Lots, Name of Road, Authority benefited</u> |
|----------------------|--|
| 53 | Wingecarribee Shire Council |

**6. Identity of Easement sixthly
referred to in the plan:**

Right of Access var width

SCHEDULE OF LOTS ETC. AFFECTED

| <u>Lots Burdened</u> | <u>Lots, Name of Road, Authority benefited</u> |
|----------------------|--|
| 53 | 44/1036064 |

**7. Identity of Easement seventhly
referred to in the plan:**

Easement for Services var width

SCHEDULE OF LOTS ETC. AFFECTED

| <u>Lots Burdened</u> | <u>Lots, Name of Road, Authority benefited</u> |
|----------------------|--|
| 53 | 44/1036064 |


R. S. Darnley
WINGECARRIBEE COUNCIL

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

(Sheet 3 of 9 Sheets)

DP1061253

Subdivision of Lot 45 in
Deposited Plan 1036064
Covered in Council Certificate 3638/03

**8. Identity of Easement eighthly
referred to in the plan:**

Easement to Drain Water 2 & 5 wide

SCHEDULE OF LOTS ETC. AFFECTED

| <u>Lots Burdened</u> | <u>Lots, Name of Road, Authority benefited</u> |
|----------------------|--|
| 47 | 48 |
| 46 | 47 & 48 |
| 45 | 46, 47 & 48 |

**9. Identity of Easement ninthly
referred to in the plan:**

Easement to Drain Water 4 wide

SCHEDULE OF LOTS ETC. AFFECTED

| <u>Lots Burdened</u> | <u>Lots, Name of Road, Authority benefited</u> |
|----------------------|--|
| 43 | 44 |
| 42 | 43 & 44 |

**10. Identity of Easement tenthly
referred to in the plan:**

Easement to Drain Water 20 wide ~~& var~~

SCHEDULE OF LOTS ETC. AFFECTED

| <u>Lots Burdened</u> | <u>Lots, Name of Road, Authority benefited</u> |
|----------------------|---|
| 49 | 15/C/2810, 16/C/2810, 11/1000236, 12/1000236, 13/1000236 & 14/1000236, Wingecarribee Council |
| 50 | 49, 11/1000236, 12/1000236, 13/1000236 14/1000236, 15/C/2810, 16/C/2810 Wingecarribee Council |
| 51 | 50, 49, 11/1000236, 12/1000236, 13/1000236 14/1000236, 15/C/2810, 16/C/2810 Wingecarribee Council |


R. S. D...
WINGECARRIBEE COUNCIL

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

(Sheet 4 of 9 Sheets)

DP1061253

Subdivision of Lot 45 in
Deposited Plan 1036064
Covered in Council Certificate 3638/03

- 52 51, 50, 49, 11/1000236, 12/1000236,
13/1000236, 14/1000236, 15/C/2810, 16/C/2810
Wingecarribee Council
- 53 52, 51, 50, 49, 11/1000236, 12/1000236,
13/1000236, 14/1000236, 15/C/2810, 16/C/2810
Wingecarribee Council

**11. Identity of Restriction eleventhly
referred to in the plan:**

Restriction on Use of Land

SCHEDULE OF LOTS ETC. AFFECTED

| <u>Lots Burdened</u> | <u>Lots, Name of Road, Authority benefited</u> |
|----------------------|--|
| 40, 44 & 48 | Every other Lot |

**12. Identity of Restriction twelfthly
referred to in the plan:**

Restriction on Use of Land

SCHEDULE OF LOTS ETC. AFFECTED

| <u>Lots Burdened</u> | <u>Lots, Name of Road, Authority benefited</u> |
|----------------------------------|--|
| Each Lot except Lots 40, 44 & 48 | Every other Lot |

**13. Identity of Restriction thirteenthly
referred to in the plan:**

Restriction on Use of Land

SCHEDULE OF LOTS ETC. AFFECTED

| <u>Lots Burdened</u> | <u>Lots, Name of Road, Authority benefited</u> |
|----------------------|--|
| Each Lot | Every other Lot |


WINGECARRIBEE COUNCIL

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

(Sheet 5 of 9 Sheets)

DP1061253

Subdivision of Lot 45 in
Deposited Plan 1036064
Covered in Council Certificate 3638/c3

**14. Identity of Restriction fourteenthly
referred to in the plan:**

Restriction on Use of Land

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened

Lots, Name of Road, Authority benefited

40, 41, 42, 43, 49, 50, 51, 52 & 53

Wingecarribee Shire Council

**15. Identity of Restriction fifteenthly
referred to in the plan:**

Restriction on Use of Land

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened

Lots, Name of Road, Authority benefited

Each Lot

Wingecarribee Shire Council

**16. Identity of Restriction sixteenthly
referred to in the plan:**

Restriction on Use of Land

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened

Lots, Name of Road, Authority benefited

Each Lot

Wingecarribee Shire Council

PART 2

1. Terms of Easement fourthly referred to in the plan:

Terms of Easement to Drain Water contained in Part 3 of Schedule 8 of the Conveyancing Act 1919 as amended together with

- (a) No fencing is to be erected across the easement that will impede the flow of water
- (b) No structures to be erected or other activities conducted within the easement that could impede the flow of water
- (c) Council staff to have full and free access to the easement for maintenance, works and any other actions required for the restoration of the integrity of the drainage easement.
- (d) Water flows from the catchment upstream may pass through the easement.


R. S. Darney
WINGECARRIBEE COUNCIL

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

(Sheet 6 of 9 Sheets)

DP1061253

Subdivision of Lot 45 in
Deposited Plan 1036064
Covered in Council Certificate 3638/03

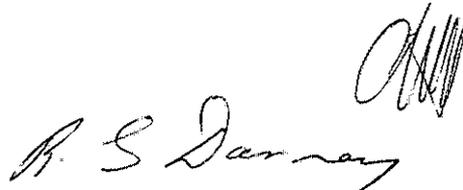
2. Terms of Easement tenthly referred to in the plan:

Terms of Easement to Drain Water contained in Part 3 of Schedule 8 of the Conveyancing Act 1919 as amended together with

- (a) No fencing is to be erected across the easement that will impede the flow of water
- (b) No structures to be erected or other activities conducted within the easement that could impede the flow of water
- (c) Council staff to have full and free access to the easement for maintenance, works and any other actions required for the restoration of the integrity of the drainage easement.
- (d) Water flows from the catchment upstream may pass through the easement.

3. Terms of Restriction eleventhly referred to in the plan:

- (a) No mobile dwelling shall be erected or permitted to remain on any lot.
- (b) The external walls of any main building shall not be constructed of material other than brick, stone concrete, natural milled timber or reconstituted timber products provided that the use of fibrous cement products as infill panels for decorative purposes shall not exceed 10% of the exterior walls. The use of fibrous cement flat sheeting is otherwise only permitted as a substrate for applied rendered finishes.
- (c) No advertisement hoarding or sign of any nature shall be erected or displayed on any lot other than from displaying not more than one sign on the lot burdened advertising that the relevant lot burdened is for sale.
- (d) No colorbond fence shall be erected upon the lots burdened.
- (e) No earth retaining structures in excess of 600mm in depth from the natural surface level shall be permitted unless:
 - (i) designed by a qualified Structural Engineer or to manufacturers specifications
 - (ii) such design plans show any surface or sub-surface seepage control
 - (iii) excavation or placed fill in excess of 600mm in depth from the natural surface level or batters steeper than 1 in the vertical to 3 in the horizontal are certified by a qualified Geotechnical Engineer.


WINGECARRIBEE COUNCIL

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

(Sheet 7 of 9 Sheets)

DP1061253

Subdivision of Lot 45 in
Deposited Plan 1036064
Covered in Council Certificate 3638/03

4. Terms of Restriction twelfthly referred to in the plan:

- (a) No more than one single dwelling shall be erected on any lot burdened.
- (b) No dwelling shall have a floor area (excluding garages, carport, verandah patios, terraces decks and the like) of not less than 115 square metres.
- (c) No mobile or temporary dwelling shall be erected or permitted to remain on any lot.
- (d) The external walls of any main building shall not be constructed of material other than brick, stone concrete, natural milled timber or reconstituted timber products provided that the use of fibrous cement products as infill panels for decorative purposes shall not exceed 10% of the exterior walls. The use of fibrous cement flat sheeting is otherwise only permitted as a substrate for applied rendered finishes.
- (e) No outbuilding shall be constructed or permitted to remain on the land unless same shall be of the same design, appearance and construction as the main building. Nothing in the restriction shall prevent the construction of an outbuilding of corrugated metal that has been treated by the process commonly known as "color bonding" or any other similar factory pre coated process and of no more than 40 square metres and of green and brown colour tones.
- (f) No advertisement hoarding or sign of any nature shall be erected or displayed on any lot other than from displaying not more than one sign on the lot burdened advertising that the relevant lot burdened is for sale.
- (g) No building shall be constructed of any second hand materials on the exterior surface.
- (h) No buses, trucks, machinery or other vehicles exceeding a tare weight of three tonnes shall be parked, stored or permitted to stand upon or adjacent to any lot except during the course of construction of any building thereon.
- (i) No colorbond fence shall be erected upon the lots burdened.
- (j) No earth retaining structures in excess of 600mm in depth from the natural surface level shall be permitted unless:
 - (i) designed by a qualified Structural Engineer or to manufacturers specifications
 - (ii) such design plans show any surface or sub-surface seepage control
 - (iii) excavation or placed fill in excess of 600mm in depth from the natural surface level or batters steeper than 1 in the vertical to 3 in the horizontal are certified by a qualified Geotechnical Engineer.

5. Terms of Restriction thirteenthly referred to in the plan:

The registered proprietor of each lot burdened shall not during the ownership of any adjoining land by John Frederick Watkins and Lisa June Watkins erect any fence or wall on the lot to divide it from such adjoining land without the consent of John Frederick Watkins and June Lisa Watkins who shall not withhold consent if the fence or wall is erected without expense to them.


WINGECARRIBEE COUNCIL

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

(Sheet 8 of 9 Sheets.)

DP1061253

Subdivision of Lot 45 in
Deposited Plan 1036064
Covered in Council Certificate. 3638/03

6. Terms of Restriction fourteenthly referred to in the plan:

The floor level of any habitable building is to be a minimum of 500mm above the 1:100 year ARI flood level.

| Lot Burdened | Min finished Floor Level (m) AHD |
|--------------|----------------------------------|
| 41,52,53 | 668.30 |
| 40 | 668.50 |
| 42, 43, 51 | 668.55 |
| 50 | 669. |
| 49 | 669.5 |

7. Terms of Restriction fifteenthly referred to in the plan:

The lots burdened have been in part filled, Investigation of the fill, assessment and recommendations have been in provided in the report by Network Geotechnics Pty Ltd dated 15th April, 2003.
Any building works are to be undertaken in accordance with the recommendations of this report.

8. Terms of Restriction sixteenthly referred to in the plan:

No fencing is to be erected on or near the boundaries of the lots burdened unless of post and wire construction with hedging plantings.

Name of person or Authority empowered to release, vary or modify the Easements firstly, secondly, thirdly, sixthly, seventhly, eighthly & ninthly referred to in the plan.

The registered proprietor at the time of any land having the benefit of the said easement.

Name of the person or Authority empowered to release, vary or modify the Restriction eleventhly, twelfthly and thirteenthly referred to in the plan.

John Frederick Watkins and Lisa June Watkins while they ever own any of the land in the plan and afterwards by all the owners of the lots having the benefit of the restriction.


A. S. Darney
WINGECARRIBEE COUNCIL

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

(Sheet 9 of 9 Sheets)

DP1061253

Subdivision of Lot 45 in
Deposited Plan 1036064
Covered in Council Certificate 3638/03

**Name of person or Authority empowered to release, vary or modify the Easement and
Restriction fifthly, fourteenthly, fifteenthly & sixteenthly referred to in the plan.**

Wingecarribee Shire Council.

**Name of person or Authority empowered to release, vary or modify the Easements
fourthly & tenthly referred to in the plan.**

The registered proprietor at the time of any land having the benefit of the said easement and
Wingecarribee Council.

Signed in my presence by the said)
John Frederick Watkins)

Registered Proprietor

Signed in my presence by the said)
Lisa June Watkins)

Registered Proprietor

[Handwritten signatures]
Solely
Solely

Albert Watkins
(Solicitor)
1, Carina Rd Oyster
Bay NSW 2225.

Mortgagee under Mortgage No. 8125918
Signed at Sydney this 20th day of
October 2003 for National
Australia Bank Limited ABN 12 004 044 937
by **Fiona Mary FERGUSON** its duly
appointed Attorney under Power of Attorney
No. 549 Book 3034

Manager

Witness/Bank Officer **Annabelle SMYTH**
255 George Street, Sydney NSW

[Handwritten signature]
WINGECARRIBEE COUNCIL



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

12
 (Sheet 1 of 11 Sheets)

DP1067664

Plan of Subdivision of Lots 15 & 16
 Section C in DP 2810 and Lot 14 in
 DP 1000236 and Covered
 by Subdivision Certificate No.

**Full name and address of the
 Proprietors of the Land**

Dated
 Respon Pty Limited
 Level 1,18 Pitt St
 Parramatta NSW 2150

Part 1 (Creation)

| Number of item shown in the intention panel on the plan. | Identity of easement, restriction or positive covenant to be created and referred to in the plan. | Burdened lot(s) or parcel(s): | Benefited lot(s), bodies or Prescribed Authorities: |
|--|---|-------------------------------|--|
| 1 | Easement to Drain Water 2 wide & variable | 1 2 3 4 9 | Lot 45 DP808767 1, Lot 45 DP808767 1,2, Lot 45 DP808767 1, 2, 3, Lot 45 DP808767 6 |
| 2 | Right of Carriage Way 4.8 wide & variable | 8 9 | 9 8 |
| 3 | Easement for Services 1 wide & variable | 9 | 8 |
| 4 | Easement for Padmount Substation 2.75 wide | 20 | Integral Energy Australia |
| 5 | Restriction on Use of Land | 20-21 inclusive | Integral Energy Australia |
| 6 | Restriction on Use of Land | 1-19 inclusive | Every other lot from 1 to 19 inclusive |
| 7 | Restriction on Use of Land | 1-19 inclusive | Wingecarribee Shire Council |
| 8 | Restriction on Use of Land | 9-12 inclusive | Wingecarribee Shire Council |

Approved by Wingecarribee Shire Council

[Signature]
 Authorised Officer

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

(Sheet 2 of ~~11~~¹² Sheets)

Plan: Plan of Subdivision of Lots 15 & 16
Section C in DP 2810 and Lot 14 in
DP 1000236 and Covered
by Subdivision Certificate No.
Dated

DP1067664

**Full name and address of the
Proprietors of the Land** Respon Pty Limited
Level 1,18 Pitt St
Parramatta NSW 2150

Part 2 (Terms)

**1. TERMS OF EASEMENT TO DRAIN WATER FIRSTLY REFERRED TO IN
ABOVEMENTIONED PLAN**

Easement to Drain Water within the meaning of Part 3 of Schedule 8 and Schedule 4A of
the Conveyancing Act, 1919 as amended.

**Name of the person empowered to release, vary or modify easement numbered
one in the plan**

Wingecarribee Shire Council

**2. TERMS OF RIGHT OF CARRIAGE WAY SECONDLY REFERRED TO IN
ABOVEMENTIONED PLAN**

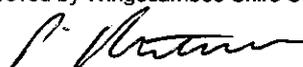
Right of Carriage Way within the meaning of Part 1 of Schedule 8 of the Conveyancing
Act, 1919 as amended and,

- a) No vehicle shall drive, park or stand in a manner that is or may be dangerous,
cause obstruction or prevent or restrict the free movement of vehicles or
pedestrians on the carriageway.
- b) no unregistered vehicle shall park or stand on any part of the carriageway for more
than 24 consecutive hours.
- c) no trailer, truck, caravan or similar vehicle shall park on the carriageway.
- d) no vehicle or motor mower shall be repaired on the carriageway.

**Name of the person empowered to release, vary or modify easement numbered
two in the plan**

Wingecarribee Shire Council

Approved by Wingecarribee Shire Council


..... Authorised Officer

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

(Sheet 3 of ¹²~~11~~ Sheets)

Plan: Plan of Subdivision of Lots 15 & 16
Section C in DP 2810 and Lot 14 in
DP 1000236 and Covered
by Subdivision Certificate No.
Dated
**Full name and address of the
Proprietors of the Land** Respon Pty Limited
Level 1, 18 Pitt St
Parramatta NSW 2150

DP1067664

Part 2 (Terms continued)

**3. TERMS OF EASEMENT FOR SERVICES THIRDLY REFERRED TO IN
ABOVEMENTIONED PLAN**

Easement for Services within the meaning of Part 11 of Schedule 8 of the Conveyancing Act, 1919 as amended.

**Name of the person empowered to release, vary or modify easement numbered
three in the plan**

Wingecarribee Shire Council

**4. TERMS OF EASEMENT FOR PADMOUNT SUBSTATION FOURTHLY REFERRED TO
IN ABOVEMENTIONED PLAN**

The terms of the Easement for Padmount Substation set out in Memorandum Number 9262886 filed in the office of Land and Property Information New South Wales are incorporated in the document.

**Name of the person empowered to release, vary or modify easement numbered
four in the plan**

Integral Energy Australia

**5. TERMS OF RESTRICTION ON THE USE OF LAND FIFTHLY REFERRED TO
IN ABOVEMENTIONED PLAN**

- a) The owner will not erect or permit to be erected within the restriction site any building with less than a 120/120/120 fire rating without the written permission of the authority benefited and in accordance with such conditions as the authority benefited may reasonably impose.

Approved by Wingecarribee Shire Council


..... Authorised Officer

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

(Sheet 4 of ¹²~~11~~ Sheets)

Plan: Plan of Subdivision of Lots 15 & 16
Section C in DP 2810 and Lot 14 in
DP 1000236 and Covered
by Subdivision Certificate No.

DP1067664

Dated

Full name and address of the

Respon Pty Limited

Proprietors of the Land

Level 1,18 Pitt St

Parramatta NSW 2150

Part 2 (Terms Continued)

**5. TERMS OF RESTRICTION ON THE USE OF LAND FIFTHLY REFERRED TO
IN ABOVEMENTIONED PLAN**

- b) The owner will not erect or permit to be erected any metal clad buildings within the restriction site.
- c) The owner will not erect or permit to be erected any metallic fencing within the restriction site unless the fence panels are insulated from the fence posts and from the ground.
- d) The owner will not erect or permit to be erected any swimming pool within the restriction site.
- e) **"120/120/120 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.

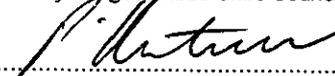
"authority benefited" means Integral Energy Australia (and its successors)

"erect" includes construct, install, build and maintain.

"owner" means the registered proprietor from time to time of the lot burdened (including those claiming under or through the registered proprietor)

"restriction site" means that part of lot burdened subject to the restriction on the use of land.

Approved by Wingecarribee Shire Council

.....
 Authorised Officer

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

(Sheet 5 of ¹²11 Sheets)

Plan: Plan of Subdivision of Lots 15 & 16
Section C in DP 2810 and Lot 14 in
DP 1000236 and Covered
by Subdivision Certificate No.

DP1067664

Dated

**Full name and address of the
Proprietors of the Land**

Respon Pty Limited
Level 1, 18 Pitt St
Parramatta NSW 2150

**Name of the person empowered to release, vary or modify restriction numbered
five in the plan**

Integral Energy Australia

**6. TERMS OF RESTRICTION ON THE USE OF LAND SIXTHLY REFERRED TO IN
ABOVEMENTIONED PLAN**

- a) No fence constructed with untreated steel or aluminium sheeting or fibre cement or asbestos cement or fibreglass or any other material of similar nature shall be erected or be permitted to remain erected between any side boundary of the burdened Lot and the main building or garage on that lot unless approved by Respon Pty Limited
- b) No fence shall be erected or permitted on any side or rear boundary of any burdened Lot unless it is at least 1.8 metres in height.
- c) No fence shall be erected or permitted on any side or rear boundary of any burdened Lot other than a hardwood lapped and capped with exposed posts or other construction as approved in writing by Respon Pty Limited or its representative

Approved by Wingecarribee Shire Council


..... Authorised Officer

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

(Sheet 6 of ¹²11 Sheets)

Plan: Plan of Subdivision of Lots 15 & 16
Section C in DP 2810 and Lot 14 in
DP 1000236 and Covered
by Subdivision Certificate No.
Dated

DP1067664

**Full name and address of the
Proprietors of the Land** Respon Pty Limited
Level 1,18 Pitt St
Parramatta NSW 2150

Part 2 (Terms Continued)

**6. TERMS OF RESTRICTION ON THE USE OF LAND SIXTHLY REFERRED TO IN
ABOVEMENTIONED PLAN**

- d) No fence shall be erected or permitted to remain erected on any burdened lot to divide it from any adjoining land owned by Respon Pty Limited without prior written consent of Respon Pty Limited but such consent shall not be withheld if the fence is erected without expense to Respon Pty Limited provided that this restriction shall remain in force only during such times as Respon Pty Limited is the Registered Proprietor of any land in the Plan or any land immediately adjoining the land in the said Plan
- e) No main building shall be erected or permitted to remain erected on any Lot burdened which has floor area of less than 150 square metres (excluding patios, verandahs and car accommodation)
- f) For a period of five (5) years following the date of registration of the abovementioned plan no building works or building shall be commenced, erected or permitted to be commenced, or permitted to remain erected on any burdened lot without the detailed plans, elevations and specifications relating only to its external appearance and position having first been submitted to and approved in writing by Respon Pty Limited or a qualified Architect nominated by Respon Pty Limited who shall promptly and without undue delay peruse and consider the said building plans, elevations and specifications in relation to the external appearance and position only of the proposed building. Each of Respon Pty Limited and Respon Pty Limited Architect shall have an absolute discretion to refuse or give approval, subject to conditions, without being obliged to furnish reasons for any such decision or conditions.

Approved by Wingecarribee Shire Council


..... Authorised Officer

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

(Sheet 7 of ¹² 11 Sheets)

Plan: Plan of Subdivision of Lots 15 & 16
Section C in DP 2810 and Lot 14 in
DP 1000236 and Covered
by Subdivision Certificate No.

DP1067664

**Full name and address of the
Proprietors of the Land** Dated
Respon Pty Limited
Level 1, 18 Pitt St
Parramatta NSW 2150

Part 2 (Terms Continued)

**6. TERMS OF RESTRICTION ON THE USE OF LAND SIXTHLY REFERRED TO
IN ABOVEMENTIONED PLAN (CONTINUED)**

- g) No building shall be erected or be permitted to be erected on any burdened lot other than with external walls constructed of brick, rendered cement blocks, glass or other natural materials. Materials other than brick or glass shall not be used in the external walls where the portion of the same exceeds fifty (50) percent of the total area of the external walls, unless it is demonstrated to the reasonable satisfaction of Respon Pty Limited that appropriate use is made of each particular material in the design of the building and any dispute regarding such appropriate use shall be referred for determination by Respon Pty Limited Architects whose decision shall be final and binding.
- h) No building shall be erected or permitted to remain on the burdened lot having what is commonly known as a flat roof (except that a flat roof will be permitted on a garage that is attached to the main building) or a roof of any other material other than:
- i) Terracotta or glaze coated cement roof tiles;
 - ii) Slate;
 - iii) Corrugated metal which has been treated by the process commonly known as A colour bonding or a similar factory pre-coated process; or
 - iv) Such other material as may be approved by Respon Pty Limited at its absolute discretion.

Approved by Wingecarribee Shire Council


..... Authorised Officer

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

(Sheet 8 of ¹² 11 Sheets)

Plan: Plan of Subdivision of Lots 15 & 16
Section C in DP 2810 and Lot 14 in
DP 1000236 and Covered
by Subdivision Certificate No.
Dated

DP1067664

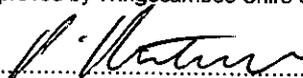
**Full name and address of the
Proprietors of the Land** Respon Pty Limited
Level 1, 18 Pitt St
Parramatta NSW 2150

Part 2 (Terms Continued)

**6. TERMS OF RESTRICTION ON THE USE OF LAND SIXTHLY REFERRED TO IN
ABOVENTIONED PLAN (CONTINUED)**

- i) No carport shall be erected or permitted to remain erected on any burdened lot.
- j) No garden shed shall be erected or placed or be permitted to remain upon any burdened lot unless it is located behind the main building and screened from the street. No garden shed which has a floor greater than 16 square meters or greater than 3 meters in height above the finished floor level of the main building shall be erected or permitted to remain erected upon any lot burdened.
- k) No driveway shall be erected or permitted to remain erected on each burdened lot unless it is constructed of pavers, exposed aggregates or coloured concrete with stamped or stencilled finishes.
- l) No noxious noisome or offensive occupation, trade, business, manufacture or home industry shall be conducted or carried out on any burdened lot.
- m) No 'For Sale' sign shall be erected or displayed on any burdened lot for a period of one (1) year after the date of its transfer by Respon Pty Limited and no other type of advertisement hoarding sign or matter shall be erected or displayed on any burdened lot without the prior written consent of Respon Pty Limited. Respon Pty Limited shall have the right to remove any such other advertisements, hoarding signs or matter without notice.

Approved by Wingecarribee Shire Council

.......... Authorised Officer

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

(Sheet 9 of ¹²11 Sheets)

Plan: Plan of Subdivision of Lots 15 & 16
Section C in DP 2810 and Lot 14 in
DP 1000236 and Covered
by Subdivision Certificate No.
Dated
**Full name and address of the
Proprietors of the Land** Respon Pty Limited
Level 1,18 Pitt St
Parramatta NSW 2150

DP1067664

Part 2 (Terms Continued)

**6. TERMS OF RESTRICTION ON THE USE OF LAND SIXTHLY
REFERRED TO IN ABOVEMENTIONED PLAN (CONTINUED)**

- n) No main building shall be used or permitted to be used for display of an exhibition home or for the promotion of sale of homes without prior written consent of Respon Pty Limited.
- o) No trucks or commercial vehicles exceeding three (3) tonnes unladen weight shall be allowed to remain permanently parked or garaged on any lot burdened.
- p) No temporary, partial or relocated building or structure shall be erected or be permitted to remain on each burdened lot unless for use in connection with building of residence.
- q) No excavation material, trees, builders waste or other substances shall be deposited on lots adjacent to the lots burdened.
- r) No main building on any burdened lot shall be occupied or allowed to continue to be occupied after the expiration of the three (3) months after the date of practical completion of the main building unless the front area of the lot between the main building and the street is landscaped utilising turf, garden beds, driveways and other landscaped materials approved by Respon Pty Limited.
- s) No satellite dishes or solar panels will be permitted to be erected if visible from the street or without the prior written consent of Respon Pty Limited.

Approved by Wingecarribee Shire Council

 Authorised Officer

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

(Sheet 10 of ¹²11 Sheets)

Plan: Plan of Subdivision of Lots 15 & 16
Section C in DP 2810 and Lot 14 in
DP 1000236 and Covered
by Subdivision Certificate No.
Dated

DP1067664

**Full name and address of the
Proprietors of the Land** Respon Pty Limited
Level 1,18 Pitt St
Parramatta NSW 2150

Part 2 (Terms Continued)

**6. TERMS OF RESTRICTION ON THE USE OF LAND SIXTHLY REFERRED TO
IN ABOVEMENTIONED PLAN (CONTINUED)**

- t) Any release variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the same.

Name of the person empowered to release, vary or modify restriction numbered six in the plan

Respon Pty Limited only during such times as Respon Pty Limited is the registered Proprietor of any land in the Plan or any land immediately adjoining the land in the said Plan.

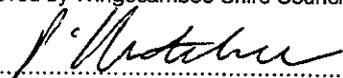
**7 TERMS OF RESTRICTION ON THE USE OF LAND SEVENTHLY REFERRED TO IN
ABOVEMENTIONED PLAN**

No building will be erected upon the land burdened unless the design of the building takes into account the site classification for the land as prepared pursuant to AS2870 by Geotech Testing Pty Limited in a Report numbered 6789/3-AA dated 2nd August, 2004.

Name of the person empowered to release, vary or modify restriction numbered seven in the plan

Wingecarribee Shire Council

Approved by Wingecarribee Shire Council

.......... Authorised Officer

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

Sht 11 of 12 sheets

**8 TERMS OF RESTRICTION ON THE USE OF LAND EIGHTLY REFERRED TO IN
ABOVEMENTIONED PLAN**

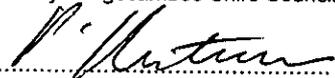
No building will be erected upon the land burdened unless the footing/slab design of the building takes into account the controlled fill so placed on this land to a maximum depth of 0.6m as identified by Geotech Testing Pty Limited in a Report numbered 6789/3-AA dated 2nd August, 2004.

**Name of the person empowered to release, vary or modify restriction numbered
seven in the plan**

Wingecarribee Shire Council

DP1067664

Approved by Wingecarribee Shire Council


..... Authorised Officer

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

(Sheet ¹² ~~11~~ of ¹² ~~11~~ Sheets)

Plan: Plan of Subdivision of Lots 15 & 16
Section C in DP 2810 and Lot 14 in
DP 1000236 and Covered
by Subdivision Certificate No.

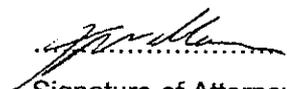
DP1067664

Dated
Respon Pty Limited
Level 1,18 Pitt St
Parramatta NSW 2150

**Full name and address of the
Proprietors of the Land**

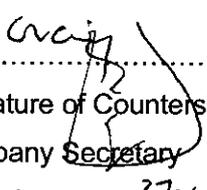
SEALS AND SIGNATURES

Signed on behalf of Integral Energy Australia
by its Attorney pursuant to Power of Attorney
Book 4421 No 550 in the presence of:


.....
Signature of Attorney
General Manager Engineer
Performance
John Wallace

~~Performance~~


.....
Signature of Witness


.....
Signature of Countersignee
Company Secretary
Craig James 27.10.04

c/- Integral Energy
51 Huntingwood Drive, Huntingwood 2148
Address of Witness

The COMMON SEAL of RESPON PTY LIMITED
ACN 053 486 936 was hereunto affixed by
authority of the Board of Directors in the
presence of:

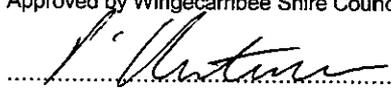



.....
Secretary (Name)


.....
Director (Name)

Signed at Sydney the 2nd day of November 2004 For Commonwealth Bank of Australia A.C.N. 123 123 124 by its duly appointed Attorney under Power of Attorney Book 4418 No. 140


Witness
Clint Woods
Stephanie

Approved by Wingecarribee Shire Council

..... Authorised Officer



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

(Sheet 1 of 10 Sheets)

DP1082575

Plan of Subdivision of Lot 20 in
 DP 1067664
 by Subdivision Certificate No. 3806/05
 Dated 21.3.05
 Respon Pty Limited
 Level 1,18 Pitt St
 Parramatta NSW 2150

**Full name and address of the
 Proprietors of the Land**

Part 1 (Creation)

| Number of item shown in the intention panel on the plan. | Identity of easement, restriction or positive covenant to be created and referred to in the plan. | Burdened lot(s) or parcel(s): | Benefited lot(s), bodies or Prescribed Authorities: |
|--|---|--|---|
| 1 | Easement to Drain Water 2 wide | 122 126 & 127 131 129 128 127 | 123 125 130 130 & 131 129, 130 & 131 128-131 incl. |
| 2 | Right of Carriage Way 2.5, 2.85 wide & variable | 127 126 | 126 127 |
| 3 | Easement for Services 2.85 wide | 128 | 127 |
| 4 | Restriction on Use of Land | 121-131 inclusive | Every other lot from 121 to 131 inclusive |
| 5 | Restriction on Use of Land | 131 127 126 121 | Every other lot from 121 to 131 inclusive |
| 6 | Restriction on Use of Land | 131 127 126 121 | Every other lot from 121 to 131 inclusive |
| 7 | Restriction on Use of Land | 121-131 inclusive | Every other lot from 121 to 131 inclusive |

Approved by Wingecarribee Shire Council


 Authorised Officer

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

(Sheet 2 of 10 Sheets)

DP1082575

**Full name and address of the
Proprietors of the Land**

Plan of Subdivision of Lot 20 in
DP 1067664
by Subdivision Certificate No. 3806/05
Dated 21.3.05
Respon Pty Limited
Level 1,18 Pitt St
Parramatta NSW 2150

Part 2 (Terms)

**1. TERMS OF EASEMENT TO DRAIN WATER FIRSTLY REFERRED TO IN
ABOVEMENTIONED PLAN**

Easement to Drain Water within the meaning of Part 3 of Schedule 8 and Schedule 4A of
the Conveyancing Act, 1919 as amended.

**Name of the person empowered to release, vary or modify easement numbered
one in the plan**

Wingecarribee Shire Council

**2. TERMS OF RIGHT OF CARRIAGE WAY SECONDLY REFERRED TO IN
ABOVEMENTIONED PLAN**

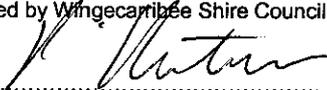
Right of Carriage Way within the meaning of Part 1 of Schedule 8 of the Conveyancing
Act, 1919 as amended and,

- a) No vehicle shall drive, park or stand in a manner that is or may be dangerous,
cause obstruction or prevent or restrict the free movement of vehicles or
pedestrians on the carriageway.
- b) no unregistered vehicle shall park or stand on any part of the carriageway for more
than 24 consecutive hours.
- c) no trailer, truck, caravan or similar vehicle shall park on the carriageway.
- d) no vehicle or motor mower shall be repaired on the carriageway.

**Name of the person empowered to release, vary or modify easement numbered
two in the plan**

Wingecarribee Shire Council

Approved by Wingecarribee Shire Council


..... Authorised Officer

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

(Sheet 3 of 10 Sheets)

DP1082575

**Full name and address of the
Proprietors of the Land**

Plan of Subdivision of Lot 20 in
DP 1067664
by Subdivision Certificate No. 3806/05
Dated 21.3.05
Respon Pty Limited
Level 1,18 Pitt St
Parramatta NSW 2150

Part 2 (Terms continued)

**3. TERMS OF EASEMENT FOR SERVICES THIRDLY REFERRED TO IN
ABOVEMENTIONED PLAN**

Easement for Services within the meaning of Part 11 of Schedule 8 of the Conveyancing Act, 1919 as amended.

**Name of the person empowered to release, vary or modify easement numbered
three in the plan**

Wingecarribee Shire Council

**4. TERMS OF RESTRICTION ON THE USE OF LAND FOURTHLY REFERRED TO IN
ABOVEMENTIONED PLAN**

- a) No fence constructed with untreated steel or aluminium sheeting or fibre cement or asbestos cement or fibreglass or any other material of similar nature shall be erected or be permitted to remain erected between any side boundary of the burdened Lot and the main building or garage on that lot unless approved by Respon Pty Limited
- b) No fence shall be erected or permitted on any side or rear boundary of any burdened Lot unless it is at least 1.8 metres in height.
- c) No fence shall be erected or permitted on any side or rear boundary of any burdened Lot other than a hardwood lapped and capped with exposed posts or other construction as approved in writing by Respon Pty Limited or its representative

Approved by Wingecarribee Shire Council


..... Authorised Officer

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

(Sheet 4 of 10 Sheets)

Plan

Plan of Subdivision of Lot 20 in

DP 1067664

by Subdivision Certificate No. 3806/05

Dated 21.3.05.

DP1082575

Full name and address of the

Respon Pty Limited

Proprietors of the Land

Level 1,18 Pitt St

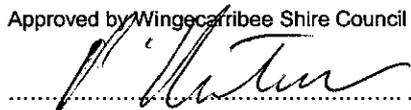
Parramatta NSW 2150

Part 2 (Terms Continued)

**4. TERMS OF RESTRICTION ON THE USE OF LAND FOURTHLY REFERRED TO IN
ABOVEMENTIONED PLAN**

- d) No fence shall be erected or permitted to remain erected on any burdened lot to divide it from any adjoining land owned by Respon Pty Limited without prior written consent of Respon Pty Limited but such consent shall not be withheld if the fence is erected without expense to Respon Pty Limited provided that this restriction shall remain in force only during such times as Respon Pty Limited is the Registered Proprietor of any land in the Plan or any land immediately adjoining the land in the said Plan
- e) No main building shall be erected or permitted to remain erected on any Lot burdened which has floor area of less than 150 square metres (excluding patios, verandahs and car accommodation)
- f) For a period of five (5) years following the date of registration of the abovementioned plan no building works or building shall be commenced, erected or permitted to be commenced, or permitted to remain erected on any burdened lot without the detailed plans, elevations and specifications relating only to its external appearance and position having first been submitted to and approved in writing by Respon Pty Limited or a qualified Architect nominated by Respon Pty Limited who shall promptly and without undue delay peruse and consider the said building plans, elevations and specifications in relation to the external appearance and position only of the proposed building. Each of Respon Pty Limited and Respon Pty Limited Architect shall have an absolute discretion to refuse or give approval, subject to conditions, without being obliged to furnish reasons for any such decision or conditions.

Approved by Wingecarribee Shire Council



Authorised Officer

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

(Sheet 5 of 10 Sheets)

DP1082575

**Full name and address of the
Proprietors of the Land**

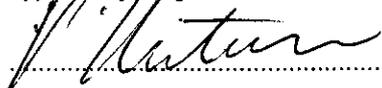
Plan of Subdivision of Lot 20 in
DP 1067664
by Subdivision Certificate No. 3806/05
Dated 21.3.05.
Respon Pty Limited
Level 1,18 Pitt St
Parramatta NSW 2150

Part 2 (Terms Continued)

**4. TERMS OF RESTRICTION ON THE USE OF LAND FOURTHLY REFERRED TO IN
ABOVEMENTIONED PLAN**

- g) No building shall be erected or be permitted to be erected on any burdened lot other than with external walls constructed of brick, rendered cement blocks, glass or other natural materials. Materials other than brick or glass shall not be used in the external walls where the portion of the same exceeds fifty (50) percent of the total are of the external walls, unless it is demonstrated to the reasonable satisfaction of Respon Pty Limited that appropriate use is made of each particular material in the design of the building and any dispute regarding such appropriate use shall be referred for determination by Respon Pty Limited Architects whose decision shall be final and binding.
- h) No building shall be erected or permitted to remain on the burdened lot having what is commonly known as a flat roof (except that a flat roof will be permitted on a garage that is attached to the main building) or a roof of any other material other than:
- i) Terracotta or glaze coated cement roof tiles;
 - ii) Slate;
 - iii) Corrugated metal which has been treated by the process commonly known as A colour bonding or a similar factory pre-coated process; or
 - iv) Such other material as may be approved by Respon Pty Limited at its absolute discretion.

Approved by Wingecarribee Shire Council



..... Authorised Officer

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

(Sheet 6 of 10 Sheets)

Plan: Plan of Subdivision of Lot 20 in
DP 1067664
by Subdivision Certificate No. 3806/05
Dated 21.3.05.

**Full name and address of the
Proprietors of the Land** Respon Pty Limited
Level 1,18 Pitt St
Parramatta NSW 2150

DP1082575

Part 2 (Terms Continued)

**4. TERMS OF RESTRICTION ON THE USE OF LAND FOURTHLY REFERRED TO IN
ABOVEMENTIONED PLAN (CONTINUED)**

- i) No carport shall be erected or permitted to remain erected on any burdened lot.
- j) No garden shed shall be erected or placed or be permitted to remain upon any burdened lot unless it is located behind the main building and screened from the street. No garden shed which has a floor greater than 16 square meters or greater than 3 meters in height above the finished floor level of the main building shall be erected or permitted to remain erected upon any lot burdened.
- k) No driveway shall be erected or permitted to remain erected on each burdened lot unless it is constructed of pavers, exposed aggregates or coloured concrete with stamped or stencilled finishes.
- l) No noxious noisome or offensive occupation, trade, business, manufacture or home industry shall be conducted or carried out on any burdened lot.
- m) No 'For Sale' sign shall be erected or displayed on any burdened lot for a period of one (1) year after the date of its transfer by Respon Pty Limited and no other type of advertisement hoarding sign or matter shall be erected or displayed on any burdened lot without the prior written consent of Respon Pty Limited. Respon Pty Limited shall have the right to remove any such other advertisements, hoarding signs or matter without notice.

Approved by Wingecarribee Shire Council


..... Authorised Officer

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

(Sheet 7 of 10 Sheets)

Plan:

Plan of Subdivision of Lot 20 in
DP 1067664

DP1082575

by Subdivision Certificate No. 3806/05.
Dated 21.3.05.

**Full name and address of the
Proprietors of the Land**

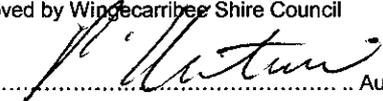
Respon Pty Limited
Level 1, 18 Pitt St
Parramatta NSW 2150

Part 2 (Terms Continued)

**4. TERMS OF RESTRICTION ON THE USE OF LAND FOURTHLY REFERRED TO IN
ABOVEMENTIONED PLAN (CONTINUED)**

- n) No main building shall be used or permitted to be used for display of an exhibition home or for the promotion of sale of homes without prior written consent of Respon Pty Limited.
- o) No trucks or commercial vehicles exceeding three (3) tonnes unladen weight shall be allowed to remain permanently parked or garaged on any lot burdened.
- p) No temporary, partial or relocated building or structure shall be erected or be permitted to remain on each burdened lot unless for use in connection with building of residence.
- q) No excavation material, trees, builders waste or other substances shall be deposited on lots adjacent to the lots burdened.
- r) No main building on any burdened lot shall be occupied or allowed to continue to be occupied after the expiration of the three (3) months after the date of practical completion of the main building unless the front area of the lot between the main building and the street is landscaped utilising turf, garden beds, driveways and other landscaped materials approved by Respon Pty Limited.
- s) No satellite dishes or solar panels will be permitted to be erected if visible from the street or without the prior written consent of Respon Pty Limited.

Approved by Wingecarribee Shire Council


..... Authorised Officer

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

(Sheet 8 of 10 Sheets)

Plan: Plan of Subdivision of Lot 20 in
DP 1067664
DP1082575 by Subdivision Certificate No. 3806/05
Dated 21.3.05.
**Full name and address of the
Proprietors of the Land** Respon Pty Limited
Level 1,18 Pitt St
Parramatta NSW 2150

Part 2 (Terms Continued)

**4. TERMS OF RESTRICTION ON THE USE OF LAND FOURTHLY REFERRED TO IN
ABOVEMENTIONED PLAN (CONTINUED)**

- t) Any release variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the same.

**Name of the person empowered to release, vary or modify restriction numbered
four in the plan**

Respon Pty Limited only during such times as Respon Pty Limited is the registered Proprietor of any land in the Plan or any land immediately adjoining the land in the said Plan.

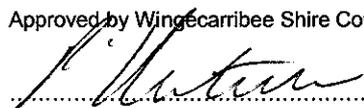
**5. TERMS OF RESTRICTION ON THE USE OF LAND FIFTHLY REFERRED TO IN
ABOVEMENTIONED PLAN**

No fence shall be erected or permitted to remain erected on the boundary of the drainage reserve and any burdened Lot unless it is a black powder coated tubular steel pool style fence 1.2m in height or other construction as approved in writing by Respon Pty Limited or its representative.

**Name of the person empowered to release, vary or modify restriction numbered
five in the plan**

Respon Pty Limited only during such times as Respon Pty Limited is the registered Proprietor of any land in the Plan or any land immediately adjoining the land in the said Plan.

Approved by Wingecarribee Shire Council



..... Authorised Officer

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

(Sheet 9 of 10 Sheets)

Plan:

Plan of Subdivision of Lot 20 in

DP 1067664

by Subdivision Certificate No. 3806/05

Dated 21.3.05

DP1082575

Full name and address of the

Respon Pty Limited

Proprietors of the Land

Level 1,18 Pitt St

Parramatta NSW 2150

Part 2 (Terms Continued)

**6. TERMS OF RESTRICTION ON THE USE OF LAND SIXTHLY REFERRED TO IN
ABOVEMENTIONED PLAN**

No building works are permitted to occur within the riparian zone (shown 'R' on the subject plan) unless otherwise approved by Council.

**Name of the person empowered to release, vary or modify restriction numbered
six in the plan**

Wingecarribee Shire Council

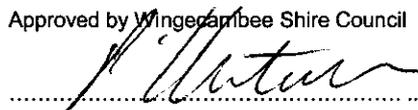
**7 TERMS OF RESTRICTION ON THE USE OF LAND SEVENTHLY REFERRED TO IN
ABOVEMENTIONED PLAN**

No building will be erected upon the land burdened unless the design of the building takes into account the site classification for the land as prepared pursuant to AS2870 by Geotech Testing Pty Limited in a Report numbered 6789/3-AB2 dated 14th February 2005.

**Name of the person empowered to release, vary or modify restriction numbered
seven in the plan**

Wingecarribee Shire Council

Approved by Wingecarribee Shire Council



Authorised Officer

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

(Sheet 10 of 10 Sheets)

Plan:

Plan of Subdivision of Lot 20 in

DP 1067664

DP1082575

by Subdivision Certificate No. 3806/05

Dated 21.3.05

Full name and address of the

Respon Pty Limited

Proprietors of the Land

Level 1,18 Pitt St

Parramatta NSW 2150

The COMMON SEAL of RESPON PTY LIMITED
ACN 053 486 936 was hereunto affixed by
authority of the Board of Directors in the
presence of:



[Signature]
Gerard Caruana
Secretary (Name)
Director

[Signature]
Michael Caruana
Director (Name)

Signed at Sydney the 29th day of
April 2005 For Commonwealth
Bank of Australia ABN 48 123 123 124 by its
duly appointed Attorney under Power of
Attorney Book 4297 No 297

Witness

[Signature]
BEN SMITH
150 George St Parramatta

[Signature]
RAELENE OLIVER



Approved by Wingecarribee Shire Council

[Signature]
..... Authorised Officer

Planning Certificate

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

| | | | |
|------------|---|--------------------------|-------------------|
| To: | INFOTRACK TOWER 2, LEVEL 21/200 BARANGAROO AVE SYDNEY NSW 2000 | Your Ref: | 20222 |
| | | Fees Paid: | \$ 70.60 |
| | | Receipt Number: | -44334379 |
| | | Certificate Date: | 11 September 2025 |

| | |
|-------------------------------------|--|
| Certificate Number: | S10.726/0773 |
| This certificate relates to: | 20 ELOURA LANE MOSS VALE NSW 2577 |
| Legal Description: | Lot 122 DP 1082575 |
| Property No: | 1748060 |
| Advice on this certificate: | Advice provided under section 10.7(2): See Items 1-23. |

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

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

Moss Vale Town 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

Nil

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 R2 Low Density Residential

1 Objectives of zone

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.

2 Permitted without consent

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

3 Permitted with consent

Bed and breakfast accommodation; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Environmental facilities; Exhibition homes; Exhibition

villages; Group homes; Health consulting rooms; Home businesses; Home industries; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Respite day care centres; Roads; Seniors housing; Serviced apartments; Signage; Tank-based aquaculture

4 Prohibited

Any development not specified in item 2 or 3

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)

Nil

(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

Section 7.12 Local Infrastructure Contributions Plan 2025 (adopted 20/8/2025, effective 1/9/2025)

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.

Note: The Inland Code does not apply in Wingecarribee Shire.

Housing Code

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

There ARE variations to the Housing Code as per clause 1.12 and Schedule 3 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* (Codes SEPP) that apply to ALL LAND in the Wingecarribee Shire. The following Housing Code clauses are varied by Schedule 3 of the Codes SEPP for Wingecarribee:

- Clause 3.10(3)—Primary road setbacks for certain large lots
- Clause 3.10(4)—Side setbacks for lots 4,000m² and greater
- Clause 3.13(1)—Minimum landscaped area for large lots.

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.

Pattern Book Development Code

Complying development under the Pattern Book Development 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> | NO |
| <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> | NO |
| <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> | NO |
| <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> | NO |
| <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> | NO |

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*.

Note: New bush fire mapping for Wingecarribee Shire was certified by the Commissioner of the NSW Rural Fire Service (RFS) on 15 July 2025. The new bush fire prone land map can be viewed on [Council's website](#) or on the [NSW Planning Portal Spatial Viewer](#). Further information about development on bush fire prone land can be obtained from the [NSW RFS website](#).

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 within a declared mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.

Note: If the development involves the alteration or erection of improvements on land in a mine subsidence district, prior approval of the Mine Subsidence Board is required.

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 Competition Act 2006 become the responsibility of the purchaser.

24. SPECIAL ENTERTAINMENT PRECINCTS

Whether the land or part of the land is in a special entertainment precinct within the meaning of the Local Government Act 1993, section 202B.

The land or part of the land IS NOT within a special entertainment precinct within the meaning of the Local Government Act 1993, section 202B.

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 CERTIFICATE

Strategic Outcomes

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

Lisa Miscamble
GENERAL MANAGER

Our Ref: DD26/0279
Your Ref: 20222
Property No: 1748060

03 September 2025

INFOTRACK PTY LTD
Tower 2, Level 21/200 Barangaroo Ave
Sydney NSW 2000

Dear Sir/Madam

Re: Application for Sewer Reference Sheet and Drainage Diagram
Property: Lot 122 DP 1082575 - 20 ELOURA LANE MOSS VALE NSW 2577

Reference is made to your application for a sewer reference sheet and drainage diagram for the abovementioned property.

Please see enclosed sewer reference sheet, however you are advised that Council does not have any records of the house drainage.

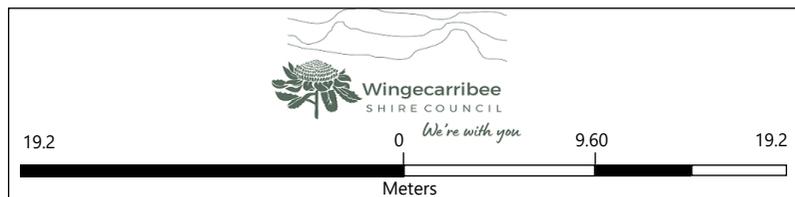
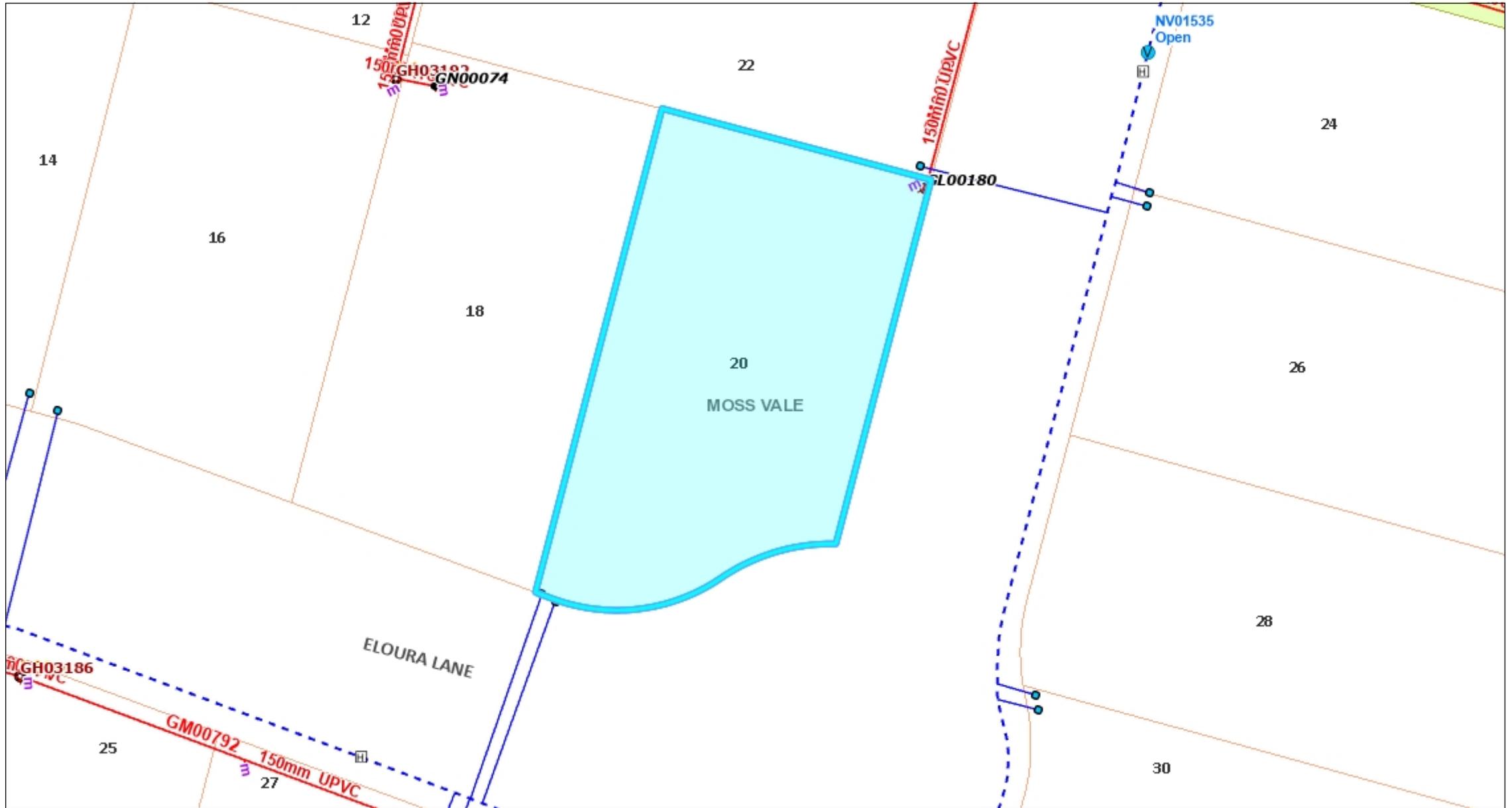
Please note that the fee paid for the drainage diagram is a search fee, therefore no refund is applicable.

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

We're with you



Wingecarribee Shire Council

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