

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Ausrealty (Riverwood) Pty Ltd 216 Belmore Road, Riverwood, NSW 2210	Phone: 9011 6888 Fax: 9016 4555
co-agent		
vendor	SG Holdings (Aus) Pty Ltd as trustee for Sepideh Ghasemian Family Trust	
vendor's solicitor	LEONIE GILL CONVEYANCING PO Box 7049, MOUNT ANNAN NSW 2567	Phone: 0499196888 Email: michelle@leoniegill.com.au Ref: MG:24/4753
date for completion land (address, plan details and title reference)	28th day after the contract date 4 Queen Street, Bowral, New South Wales 2576 Registered Plan: Lot 2 Plan DP 1247059 Folio Identifier 2/1247059	(clause 15)
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input checked="" type="checkbox"/> air conditioning <input type="checkbox"/> clothes line <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input type="checkbox"/> blinds <input checked="" type="checkbox"/> curtains <input checked="" type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input checked="" type="checkbox"/> pool equipment <input type="checkbox"/> TV antenna <input checked="" type="checkbox"/> other: heated Jacuzzi, water feature, 2x fireplaces. 1x outdoor fire pit, washing machine, dryer, bar fridge, wine cellar
exclusions	
purchaser	
purchaser's solicitor	
price	
deposit	_____ (10% of the price, unless otherwise stated)
balance	
contract date	(if not stated, the date this contract was made)

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

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

buyer's agent

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

SIGNING PAGE

VENDOR	PURCHASER
<p>Signed by</p> <p>_____</p> <p>Vendor</p> <p>_____</p> <p>Vendor</p>	<p>Signed by</p> <p>_____</p> <p>Purchaser</p> <p>_____</p> <p>Purchaser</p>
VENDOR (COMPANY)	PURCHASER (COMPANY)
<p>Signed by SG Holdings (Aus) Pty Ltd as trustee for Sepideh Ghasemian Family Trust in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Office held</p> <p>_____</p> <p>Office held</p>	<p>Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Office held</p> <p>_____</p> <p>Office held</p>

Choices

- Vendor agrees to accept a **deposit-bond** NO yes
- Nominated *Electronic 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** NO yes (if yes, vendor must provide details)
(GST residential withholding payment)

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 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 checked="" 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 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 checked="" 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 checked="" 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:**

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
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If you think that any of these matters affects the property, tell your solicitor.
2. **A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.**
3. **If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.**
4. **If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.**
5. **The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.**
6. **Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.**
7. **If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).**
8. **The purchaser should arrange insurance as appropriate.**
9. **Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.**
10. **A purchaser should be satisfied that finance will be available at the time of completing the purchase.**
11. **Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.**
12. **Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.**

The vendor sells and the purchaser buys the *property* for the price under these provisions instead of Schedule 3 Conveyancing Act 1919, subject to any *legislation* that cannot be excluded.

1 Definitions (a term in italics is a defined term)

1.1	In this contract, these terms (in any form) mean –
<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice <i>served</i> by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> ● 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> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *servicing* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within 21 days* after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within 21 days* after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within a reasonable time*.

6 Error or misdescription

- 6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within 14 days* after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within 1 month* of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within 3 months* after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within 14 days* after that *service*.

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *servicing* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *servicing* a notice. After the *termination* the vendor can –

- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –

- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the vendor *serves* details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

The *parties* must complete by the date for completion and, if they do not, a *party* can serve a notice to complete if that *party* is otherwise entitled to do so.

16 Completion

• Vendor

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

• Purchaser

- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
 - 18.2.2 make any change or structural alteration or addition to the *property*; or
 - 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
 - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
 - 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *servicing* a notice before completion; and
 - 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
 - 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
 - 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
 - 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);
 - 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
 - 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
 - 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
 - 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
 - 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;
 - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
 - 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
 - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
- 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

21 Time limits in these provisions

- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

23 Strata or community title

• Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

26 Crown purchase money

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.

27 Consent to transfer

- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
 27.4 If consent is refused, either *party* can *rescind*.
 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
 27.6 If consent is not given or refused –
 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
 27.7.1 under a *planning agreement*; or
 27.7.2 in the Western Division.
 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
 28.3 If the plan is not registered *within that time* and in that manner –
 28.3.1 the purchaser can *rescind*; and
 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

29 Conditional contract

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* *serves* notice of the condition.
 29.7 If the *parties* can lawfully complete without the event happening –
 29.7.1 if the event does not happen *within the time* for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* *serves* notice of the refusal; and
 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
 • either *party* *serving* notice of the event happening;
 • every *party* who has the benefit of the provision *serving* notice waiving the provision; or
 • the end of the time for the event to happen.

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
 - 32.3.2 the claim for compensation is not a claim under this contract.

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ADDITIONAL CLAUSES

1. AMEDNMENTS TO PRINTED CLAUSES

A. Clause 2.4.2 is amended by inserting the words "or Electronic Funds Transfer" after the word "cheque".

B. Clause 3.9 shall be deleted.

C. Clauses 3.10.2 & 3.11.2 shall be deleted.

D. Clause 5.2.3 shall be deleted.

E. Clauses 7.1.1, 7.2.1 & 7.2.2, shall be deleted.

F. Clause 14.2.2 shall be deleted.

G. Clauses 23.5.2, 23.5.3, 23.6, 23.7, 23.8 & 23.9 are deleted.

H. Clauses 23.13, 23.14 & 23.17 are deleted.

I. Clause 31.2 is amended to indicate two (2) business days instead of five (5) business days.

2. CONDITION OF PROPERTY

2.1 Without excluding, modifying or restricting the Purchaser's rights under Section 52A of the *Conveyancing Act 1919* and the *Conveyancing (Sale of Land) Regulation 2017*:

- i. the property is sold in its condition and state of repair (including structural repair) at the contract date and the purchaser accepts the property with all faults and defects, whether latent or patent, and all infestations and dilapidations; and
- ii. the purchaser cannot make a requisition or a claim, or attempt to delay completion or attempt to rescind or terminate this contract due to:
 - a) the condition or state of repair of the property or the common property;
 - b) any infestations and dilapidations;
 - c) any environmental hazard or contamination;
 - d) any defects in the existing services to the property or their location or the absence of any rights or easements in respect of such services;
 - e) any water or sewerage main or any underground or surface storm water pipe or drain that passes through, over or under the property or the common property;
 - f) the presence on or over the property of any sewer, manhole, vent, mains, connections, wires, pipes, channels or distributors with respect to any water, sewerage, drainage, electricity, gas or telephone service;
 - g) any roof or surface water drainage on the property or the common property being connected to the sewer,
 - h) any such services being used in common with an adjoining property;

- i) whether or not the property is subject of any rights or easements of any such services;
- j) the lack of rights or easements for any such services, any defects in the services or the lack of services to the property; and/or
- k) noncompliance with any covenants.

2.2 The Purchaser acknowledges that:

- i. none of the fixtures and inclusions in the property are new;
- ii. the Vendor has not and does not make any representation or warranty as to the state of repair or condition of such fixtures and inclusions;
- iii. the Purchaser accepts the fixtures and inclusions in the state of repair and condition that the same are now in, (subject to reasonable wear and tear between the date of this contract and the date on which the Purchaser is entitled to possession of the property); and
- iv. the title to the fixtures and inclusions in the property will pass on completion of this contract and the Vendor will not be required to give formal delivery in respect thereof.

2.3 The Purchaser will not require the Vendor to carry out any works to the property after the date of this contract and will not require the vendor to clean the property prior to completion.

2.4 The Vendor whilst continuing in possession of the property will use the property with all reasonable care PROVIDED HOWEVER that the Vendor's obligation as to the fixtures, fittings and inclusions installed upon or within the property will be limited to normal repairs maintenance and servicing and not extend to replacement in the event of total breakdown unless such breakdown is occasioned by the neglect or wilful damage of the Vendor.

2.5 The Purchaser acknowledges that it is purchasing the property and will take title to the property subject to existing water, gas, electricity, telephone and other installations or services (if any) and will not make a requisition or a claim, or attempt to delay completion or attempt to rescind or terminate this contract due to:

- i. the nature, location, availability or non-availability of any such service; or
- ii. if any such service is a joint service with any other property or properties; or
- iii. if any services or pipes in connection with any other property pass through the subject property.

2.6 Subject to Section 52A of the Conveyancing Act 1919 and the Conveyancing (Sale of Land) Regulation 2017, the Purchaser is not entitled to make a requisition or a claim, or attempt to delay completion or attempt to rescind or terminate this contract due to:

- i. an encroachment by or onto the property; or

ii. any non-compliance with the Local Government Act 1993; or the Environmental Planning and Assessment Act 1979 by the improvements erected on the property.

3. **DEVELOPMENT APPLICATION AND BUILDING CERTIFICATE**

a. The vendor expressly authorises the purchaser (or its nominees) to lodge any development application with the local council in relation to the property (and take all steps ancillary to such lodgement) at the purchaser's expense. For this purpose, the purchaser (or its nominees) may inspect the property by giving reasonable notice to the vendor and with the vendor's prior express approval.

b. The vendor shall not be required to make application for or do anything towards obtaining a building certificate under section 149A of the Environment Planning and Assessment Act 1979 (as amended). If the purchaser requires such a certificate, the purchaser must apply for it at the purchaser's own expense. Should the relevant Council:

i. refuse or fail to issue such certificate, or

ii. issues such a certificate subject to a qualification,

such refusal or failure or qualification will not be regarded as a defect in the vendor's title to the property and the purchaser shall accept the title notwithstanding such refusal or failure or qualification or facts.

c. Subject to the Conveyancing (Sale of Land) Regulation 2017 (as amended), if as a consequence of any application by the purchaser for a Building Certificate from the local council:

i. a work order under any legislation is made after the date of this contract; or

ii. the local council informs the purchaser of works to be done before it will issue the Building Certificate;

then the purchaser is not entitled to make a requisition or claim in respect to such work order or the works required by the local council and if this contract is completed the purchaser must comply with such work order and pay the expense of compliance or do the works required at his own expense.

4. **INCLUSIONS**

4.1 The Purchaser shall accept the inclusions specified in this Contract in their present state and condition subject to fair wear and tear and the Vendor shall not be responsible for any loss, mechanical breakdown or reasonable wear and tear thereof occurring after the date of this contract.

4.2 The vendor discloses they may have used picture hooks, nails, screws, brackets and or double-sided tape to fix pictures, TV's, mirrors, and other items etc to the wall (if any), the vendor will remove the pictures, TV's and their personal items etc from the walls but will not be removing the fixtures/items used to secure the item. The purchaser must accept these items

etc as currently located and acknowledges the vendor will not remove or repair anything associated with them prior to completion.

5. **ADJUSTMENTS**

The parties agree to adjust all usual outgoings under the Contract on completion, however, if any amount is incorrectly calculated or overlooked the parties agree to correct such error and to reimburse each other accordingly after settlement. This clause shall not merge on completion.

6. **AGENT**

The Purchaser warrants that he was not introduced to the Vendor or the property by or through any Agent, other than the Agents, (if any) noted on this Contract for Sale. The Purchaser agrees to indemnify and keep indemnified the Vendor against any claim or claims by any other Agent for commission arising out of a breach of this warranty. This condition shall not merge on completion.

7. **INTEREST**

7.1 If the purchaser fails to complete this contract on or before the due date for completion, without default by the Vendor, the Purchaser shall pay to the Vendor on completion, in addition to the balance purchase money, interest on the balance purchase money, at the rate of twelve per cent (12%) per annum, calculated from the due date for completion to the date of completion.

7.2 Where the provisions of clause 5.1 hereof apply, the Purchaser must also pay to the Vendor on completion the sum of three hundred and thirty dollars (\$330.00) (inclusive of GST) to cover the Vendor's legal costs and other expenses incurred as a consequence of the delay and it is agreed that the sum is a genuine pre-estimate of those additional costs which must be allowed by the Purchaser as an additional adjustment on completion to the Vendor. This is an essential term of this Contract that such payment be so paid.

8. **NOTICE TO COMPLETE**

Despite any rule of law or equity to the contrary, the Vendor and Purchaser agree that any notice to complete under this contract will be reasonable as to time if a period of 14 days from the date of service of the notice is allowed for completion. If the Vendor issues a Notice to Complete then the Purchaser will pay to the Vendor's Conveyancer the sum of \$440.00 (inclusive of GST) on completion to cover the costs of issuing such notice.

9. **RELEASE OF DEPOSIT**

9.1 The Purchaser agrees and acknowledges that by executing this Contract they irrevocably authorise the Vendor's agent to release to the Vendor such part of the deposit monies for the purchase or rental of another property or for payment of stamp duty or rental bond and rental monies in advance provided however that such deposit monies shall be payable only to:

- (i) a Solicitor/Conveyancer's trust account.
- (ii) a Real Estate agent's trust account.
- (iii) Revenue NSW.
- (iv) A retirement village in payment of the ongoing contribution.
- (v) A Builder or Tradesperson in payment of constructions costs.

9.2 Notwithstanding any provision contained herein to the contrary, the Purchaser also agrees to release to the Vendor such part of the deposit paid *if required* to assist with moving costs.

This clause is deemed to be sufficient authority for the agent to release the deposit, and the Purchaser's written authority shall not be required.

10. **INCAPACITY**

10.1 Without in any way limiting, negating or restricting any rights or remedies which would have been available to either party at law or in equity had this clause not been included, if either party (or if more than one person compromises that first party then any one of them) prior to completion:

10.2 dies or becomes mentally ill, or is declared bankrupt, then the other party may rescind this contract by written notice to the first party's Solicitor/Licensed Conveyancer and thereupon this Contract will be at an end and the provisions of Clause 19 will apply, or

10.3 being a company, has a summons or application for its winding up presented or has a liquidator, receiver or voluntary administrator of it appointed, or enters any deed of company arrangement or scheme of arrangement with its creditors, then the first party will be in default under this contract.

11. **REDUCED DEPOSIT**

If the Vendor agrees to a deposit which is less than 10% of the purchase price, and the Vendor becomes entitled to keep or recover the deposit by reason of the Purchaser's default under the contract, then the Purchaser acknowledges that the balance of the 10% deposit shall become immediately due and payable and be recoverable by the Vendor from the Purchaser as liquidated damages.

12. **DEPOSIT BOND**

The parties agree if the Vendor accepts a Deposit Bond, then the Deposit Bond considered acceptable

to the Vendor at the vendor's discretion MUST comply with the following requirements:

- (a) The bond is underwritten by QBE Insurance (Australia) Ltd;
- (b) The bond is for an amount equal to the 10% Deposit or the balance of the 10% Deposit in accordance with the Contract;
- (c) must be valid for the period of the Contract;
- (d) contains the name of the Vendor to whom the guaranteed amount is to be paid on demand;
- (e) contains the name of the Purchaser and refers to the Contract and the sale of the property.

13. **COOLING OFF EXTENSION**

13.1 It is agreed that if the Purchaser requests the Vendor extend any cooling off period under this contract, it is an essential term that at the time this extension request is made by the Purchaser, then the Purchaser is required to pay to the deposit holder the sum of \$220.00 (including GST) for each extension requested.

13.2 This amount is to be added to the 0.25% deposit and forfeited to the Vendor upon any rescission of contract or at the time of completion, as this is to reimburse the Vendor the additional legal costs incurred by the Vendor in connection with a request for an extension of the cooling off period, it is to be paid to the agent at the time the Vendor grants consent and is to reimburse the Vendor the costs incurred with obtaining the extension.

14. **SETTLEMENT ADJUSTMENTS**

14.1 The Purchaser's representative must prepare and serve the proposed settlement adjustment sheet with supporting certificates/searches to the Vendor's representative within five (5) business days prior to the completion date.

14.2 If the proposed settlement adjustment sheet is provided less than five (5) business days prior to completion, the Purchaser will allow the sum of \$165.00 (including GST) to cover the Vendor's representative costs for late preparation of settlement adjustment sheet.

15. **SETTLEMENT CANCELLATION**

15.1 The parties agree if the settlement date and time is accepted within PEXA, the matter is considered booked.

15.2 If a settlement booking is subsequently rescheduled by the Purchaser's representative after the booking has accepted through no fault of the Vendor, the Purchaser is required to pay \$220.00 (including GST) as a genuine pre-estimate of the costs incurred by the Vendor due the settlement being rescheduled.

16. **DRAINAGE DIAGRAM/SEWER SERVICE DIAGRAM**

The Vendor warrants and the Purchasers acknowledge that the diagrams attached to this Contract are the only available diagrams. The Purchasers cannot make a claim or requisition or rescind or terminate in this regard.

17. **STRUCTURAL ADDITIONS OR OTHER WORKS UNDERTAKEN SINCE ORIGINAL DATE OF CONSTRUCTION OF DWELLING**

17.1 The Purchaser acknowledges that if any improvement does not comply with the requirements of the local Council or any other competent authority, then the Purchaser shall not raise any objection, make any requisition or claim compensation, delay settlement, rescind this Contract, nor require the Vendor to attend to such Notice in respect to such non approval and non-compliance or because of failure or refusal of the local Council to issue a Building Certificate by reason of such non-compliance. This clause shall not merge on completion.

17.2 The Purchaser cannot require the Vendor to apply for a Building Certificate from the Local Council; and If the Purchaser applies for a Building Certificate from the Local Council and the Council issues a Notice, refuses to issue the Certificate for any reason and informs the Purchaser of work to be done before it will issue the Certificate, the Purchaser must comply with the Notice, remedy the reason, or do the work at his/her expense.

18. **FOREIGN PERSONS**

18.1 The Purchaser warrants that the provisions of the Foreign Acquisitions and Takeovers Act 1975 requiring the obtaining of consent to this transaction do not apply to the Purchaser and to this purchase.

18.2 In the event of there being a breach of his warranty whether deliberately or unintentionally the Purchaser agrees to indemnify and to compensate the Vendor in respect of any loss, damage, penalty, fine or legal costs which may be incurred by the Vendor as a consequence thereof.

19. **ALTERATION TO CONTRACT**

Each party authorises its Solicitor/Conveyancer or any employee of that Solicitor/Conveyancer to make alterations to this Contract including the addition of annexures after execution by that party and before the date of this Contract and any such alteration shall be binding up the party deemed to have authorised the same and any annexure so added shall form part of this Contract as if same had been annexed at the time of execution.

20. **GUARANTEE AND INDEMNITY**

It is a condition of this Contract that the Purchaser if a company must deliver to the Vendor a Guarantee in the form of the Directors' Guarantee a copy of which is annexed duly executed by at least two of the Directors or Principal shareholders of the Purchaser on the date hereof.

21. **COMPLETION DURING HOLIDAY PERIOD**

Both parties agree that should any notice, condition, event or completion date become due during the period 19 December 2025 to 12 January 2026 (inclusive), then any notice, condition, event or completion date shall deem to be due to occur on 19 January 2026.

DIRECTORS GUARANTEE

Purchaser:

Property:

I/We _____ ("The Guarantors")

Being the directors of _____

incorporated in the state of _____ (hereinafter called "the Purchasing Company") in consideration of Sepideh Ghasemian Family Trust ("the Vendor") at my/our request agreeing to sell the property described in this Contract to the Purchasing Company DO HEREBY GUARANTEE to the Vendor the due and punctual performance by the Purchasing Company of ALL THE TERMS AND CONDITIONS of the within Contract and do further COVENANT AND AGREE THAT I/WE WILL IDENMNIFY and keep the vendor indemnified against any loss and damage howsoever arising which the Vendor may suffer in consequence of any failure of the purchasing Company to Perform its obligations under the within Contract.

The Guarantors acknowledge prior to execution hereunder that they have read and understood as evidence by their signatures hereto and conditions of this Contract for Sale in its entirety.

Signed by: _____)

In the presence of: _____) _____

Name of Witness

Signed by: _____)

In the presence of: _____) _____

Name of Witness



FOLIO: 2/1247059

SEARCH DATE	TIME	EDITION NO	DATE
30/9/2024	12:53 PM	4	10/11/2023

LAND

LOT 2 IN DEPOSITED PLAN 1247059
 AT BOWRAL
 LOCAL GOVERNMENT AREA WINGECARRIBEE
 PARISH OF MITTAGONG COUNTY OF CAMDEN
 TITLE DIAGRAM DP1247059

FIRST SCHEDULE

SG HOLDINGS (AUS) PTY LTD (T AT592141)

SECOND SCHEDULE (20 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP603071 RIGHT OF CARRIAGEWAY APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE PART OF LOT 2 SHOWN SO BURDENED IN DP603071
- 3 DP603071 EASEMENT FOR ELECTRICITY SUPPLY APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE PART OF LOT 2 SHOWN SO BURDENED IN DP603071
- 4 DP1065579 EASEMENT FOR SERVICES VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP1189572 RESTRICTION(S) ON THE USE OF LAND
- 6 DP1189572 POSITIVE COVENANT REFERRED TO AND NUMBERED (2) IN THE S.88B INSTRUMENT
- 7 DP1189572 POSITIVE COVENANT REFERRED TO AND NUMBERED (3) IN THE S.88B INSTRUMENT
- 8 DP1247059 EASEMENT TO DRAIN WATER 3 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 9 DP1247059 EASEMENT TO DRAIN WATER 3 METRE(S) WIDE AND VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 10 DP1247059 RIGHT OF ACCESS 7 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 11 DP1247059 RIGHT OF ACCESS 7 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 12 DP1247059 EASEMENT FOR SERVICES 7 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 13 DP1247059 POSITIVE COVENANT REFERRED TO AND NUMBERED (6) IN THE S.88B INSTRUMENT

END OF PAGE 1 - CONTINUED OVER

FOLIO: 2/1247059

PAGE 2

SECOND SCHEDULE (20 NOTIFICATIONS) (CONTINUED)

-
- 14 DP1247059 POSITIVE COVENANT REFERRED TO AND NUMBERED (7) IN THE
S.88B INSTRUMENT
 - 15 DP1247059 POSITIVE COVENANT REFERRED TO AND NUMBERED (8) IN THE
S.88B INSTRUMENT
 - 16 DP1247059 POSITIVE COVENANT REFERRED TO AND NUMBERED (9) IN THE
S.88B INSTRUMENT
 - 17 DP1247059 RESTRICTION(S) ON THE USE OF LAND
 - 18 DP1247059 POSITIVE COVENANT REFERRED TO AND NUMBERED (11) IN
THE S.88B INSTRUMENT
 - 19 DP1265494 EASEMENT TO DRAIN WATER VARIABLE WIDTH APPURTENANT TO
THE LAND ABOVE DESCRIBED
 - 20 AT592142 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

24/4753

PRINTED ON 30/9/2024

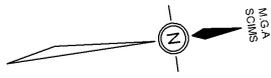
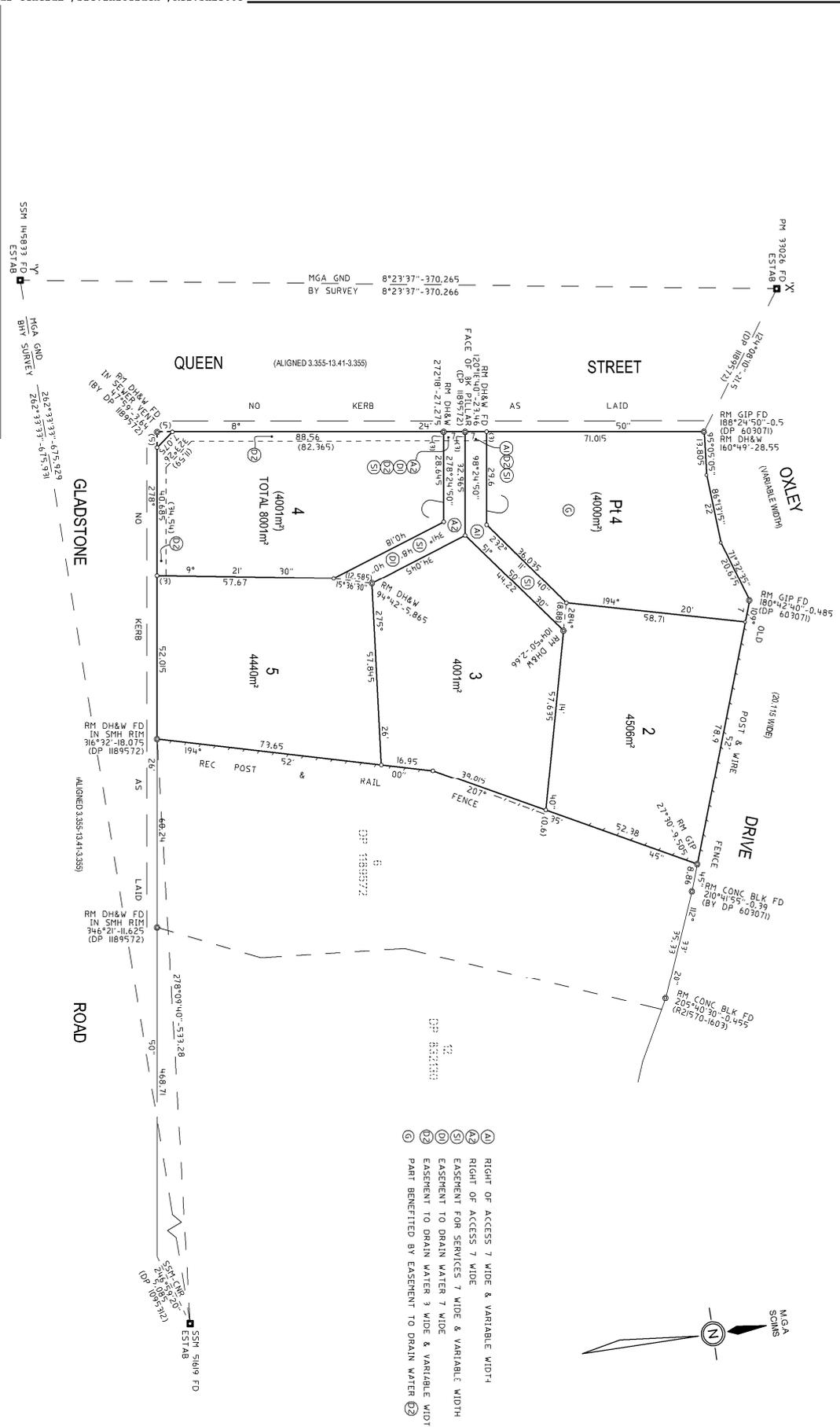
* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this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

Req:R046243 /Doc:DP 1247059 P /Rev:18-Jan-2019 /NSW LRS /Pgs:ALL /Prt:01-Feb-2023 16:37 /Seq:1 of 4
 © Office of the Registrar-General /Src:InfoTrack /Ref:SH23005

PLAN FORM 2(A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

Sheet 1 of 1 sheets

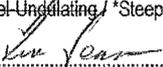


- (A) RIGHT OF ACCESS 7 WIDE & VARIABLE WIDTH
- (A2) RIGHT OF ACCESS 7 WIDE
- (S) EASEMENT FOR SERVICES 7 WIDE & VARIABLE WIDTH
- (D) EASEMENT FOR SERVICES 7 WIDE
- (E) EASEMENT TO DRAIN WATER 7 WIDE
- (E2) EASEMENT TO DRAIN WATER 3 WIDE & VARIABLE WIDTH
- (P) PART BENEFITED BY EASEMENT TO DRAIN WATER

SURVEYING AND SPATIAL INFORMATION REGULATION 2017, CL70						
COMBINED SCALE FACTOR 1.000069						
MARK	EASTING	NORTHING	ZONE	CLASS ORDER	METHOD	ORIGIN
SM 5169	264602.880	618175.815	56	B	2	SCMS
PM 33026	263986.587	6182254.648	56	B	2	SCMS
SM 145833	263932.529	618188.287	56	B	2	SCMS

SOURCE: MGA CO-ORDINATES ADOPTED FROM SCMS 19/02/2018	
Surveyor's Ref:	Surveyor's Name
208893-STG1	IAN R FERRESE
200202018	and Team Bowen 4881 2467
208893-STG1	22/02/2018

SUBDIVISION OF LOT 7	
DP 1189572	DP 1247059
Lengths are in metres.	Reduction Ratio 1:300
Registered	Registered
18.1.2019	18.1.2019
WINNEMARRBEE	WINNEMARRBEE
BOWRAL	BOWRAL
19/04/86/01	19/04/86/01
DP1247059	DP1247059

PLAN FORM 6 (2017)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 3 sheet(s)	
Registered:  18.1.2019		Office Use Only		Office Use Only	
Title System: TORRENS		DP1247059			
PLAN OF SUBDIVISION OF LOT 7 DP 1189572		LGA: WINGECARRIBEE Locality: BOWRAL Parish: MITTAGONG County: CAMDEN			
Survey Certificate I, IAN R PEARSE of Land Team Aust Pty Ltd, 357 BONG BONG STREET BOWRAL a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on <u>22/12/18</u> , or *(b) The part of the land shown in the plan (being excluding was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , the part surveyed is accurate and the survey was completed on the part not surveyed was compiled in accordance with that Regulation, or *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> . Datum Line: "X" - "Y" Type: ¹ Urban/ ² Rural The terrain is ¹ Level-Undulating / ² Steep-Mountainous. Signature:  Dated: <u>25/12/18</u> Surveyor Identification No: 267 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.		Crown Lands NSW/Western Lands Office Approval I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office:			
		Subdivision Certificate I, <u>Nicholas Wilson</u> *Authorised Person/ ¹ General Manager/ ² Accredited-Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature:  Accreditation number: <u>N/A</u> Consent Authority: <u>WINGECARRIBEE SHIRE COUNCIL</u> Date of endorsement: <u>5 DECEMBER 2018</u> Subdivision Certificate number: <u>190496.01</u> File number: <u>1910496</u> *Strike through if inapplicable.			
Plans used in the preparation of survey/compilation. DP 603071 ✓ DP 1095312 ✓ DP 1189572 ✓ R21570-1603		Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.			
Surveyor's Reference: 208699		Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A			

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 2 of 3 sheet(s)																									
Registered:  18.1.2019	Office Use Only DP1247059																										
PLAN OF SUBDIVISION OF LOT 7 DP 1189572																											
Subdivision Certificate number: <u>19/0496.01</u> Date of Endorsement: <u>5/12/2019</u>	This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> • A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals- see 195D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. 																										
PURSUANT TO SEC 88B OF THE CONVEYANCING ACT OF 1919 IT IS INTENDED TO CREATE: <ol style="list-style-type: none"> 1. EASEMENT TO DRAIN WATER 7 WIDE (D1) 2. EASEMENT TO DRAIN WATER 3 WIDE AND VARIABLE WIDTH (D2) 3. RIGHT OF ACCESS 7 WIDE AND VARIABLE WIDTH (A1) 4. RIGHT OF ACCESS 7 WIDE (A2) 5. EASEMENT FOR SERVICES 7 WIDE AND VARIABLE WIDTH (S1) 6. POSITIVE COVENANT 7. POSITIVE COVENANT 8. POSITIVE COVENANT 9. POSITIVE COVENANT 10. RESTRICTIONS ON THE USE OF LAND 11. POSITIVE COVENANT 12. POSITIVE COVENANT 																											
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Lot</th> <th style="width: 15%;">Street Number</th> <th style="width: 25%;">Street Name</th> <th style="width: 15%;">Street Type</th> <th style="width: 35%;">Locality</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">2</td> <td style="text-align: center;">4</td> <td style="text-align: center;">QUEEN</td> <td style="text-align: center;">STREET</td> <td style="text-align: center;">BOWRAL</td> </tr> <tr> <td style="text-align: center;">3</td> <td style="text-align: center;">6</td> <td style="text-align: center;">QUEEN</td> <td style="text-align: center;">STREET</td> <td style="text-align: center;">BOWRAL</td> </tr> <tr> <td style="text-align: center;">4</td> <td style="text-align: center;">10</td> <td style="text-align: center;">QUEEN</td> <td style="text-align: center;">STREET</td> <td style="text-align: center;">BOWRAL</td> </tr> <tr> <td style="text-align: center;">5</td> <td style="text-align: center;">8</td> <td style="text-align: center;">QUEEN</td> <td style="text-align: center;">STREET</td> <td style="text-align: center;">BOWRAL</td> </tr> </tbody> </table>			Lot	Street Number	Street Name	Street Type	Locality	2	4	QUEEN	STREET	BOWRAL	3	6	QUEEN	STREET	BOWRAL	4	10	QUEEN	STREET	BOWRAL	5	8	QUEEN	STREET	BOWRAL
Lot	Street Number	Street Name	Street Type	Locality																							
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 <p>Nick Wilton Group Manager Development Services Wingecarribee Shire Council</p>																											
If space is insufficient use additional annexure sheet																											
Surveyor's Reference: 208699																											

ePlan

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 3 of 3 sheet(s)			
Registered: 18.1.2019 Office Use Only	DP1247059		
PLAN OF SUBDIVISION OF LOT 7 DP 1189572	This sheet is for the provision of the following information as required: <ul style="list-style-type: none"> A schedule of lots and addresses - See 60(c) SSI Regulation 2017 Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 Signatures and seals- see 195D Conveyancing Act 1919 Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. 		
Subdivision Certificate number: <u>19/09/01</u> Date of Endorsement: <u>5/12/2018</u>			
<div style="text-align: center;"> <p>Christopher Leopold Treuen</p> </div> <p>Executed by FOUSEL Pty Ltd (ACN 063 778 594) by</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"> <p>Director <u>DP Selby</u></p> <p>David Paul Selby</p> </td> <td style="width: 50%; border: none;"> <p>Company Secretary <u>J Selby</u></p> <p>Joan Selby</p> </td> </tr> </table> <div style="text-align: center; margin-top: 20px;"> <p>Nick Wilton Group Manager Development Services Wingecarribee Shire Council</p> </div>		<p>Director <u>DP Selby</u></p> <p>David Paul Selby</p>	<p>Company Secretary <u>J Selby</u></p> <p>Joan Selby</p>
<p>Director <u>DP Selby</u></p> <p>David Paul Selby</p>	<p>Company Secretary <u>J Selby</u></p> <p>Joan Selby</p>		
If space is insufficient use additional annexure sheet			
Surveyor's Reference: 208699			

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

ePlan

Sheet 1 of 14

Plan
DP1247059Subdivision of Lot 7 in DP 1189572 covered
by Council's Subdivision Certificate
No. LJA 19/0496**Full name and address of the
Owner of the land:**Fousel Pty Limited
c/52 Osborne Street,
NOWRA NSW 2541Christopher Leopold Treuen
903B Jacks Corner Road,
KANGAROO VALLEY NSW 2577**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to Drain Water 7 wide (D1)	5	3
2	Easement to Drain Water 3 wide & variable width (D2)	2 5 4	Part 4 (4000m ² Designated (a)) 2, 3 Part 4 (4000m ² Designated (a)) 2, 3 & 5
3	Right of Access 7 wide & variable width (A1)	2	3, 4 & 5
4	Right of Access 7 wide (A2)	5	2, 3 & 4
5	Easement for Services 7 wide & variable width (S1)	2 & 5	3
6	Positive covenant	2 & 5	Water NSW
7	Positive covenant	2 - 5	Water NSW
8	Positive covenant	2 - 5	Wingecarribee Shire council
9	Positive covenant	2 - 5	Wingecarribee Shire council
10	Restrictions on the use of land	2 - 5	Every other lot

Nick Wilton
Group Manager
Development Services
Wingecarribee Shire Council



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

ePlan

Sheet 2 of 14

Plan:

Of subdivision of Lot 7 in DP 1189572 covered
by Council's Subdivision Certificate No. ~~LDA~~ 19/04/96**DP1247059**

11	Positive Covenant	2 - 5	Water NSW
12	Positive Covenant	5	Wingecarribee Shire Council

Part 2 (Terms)**Terms of Right of Access numbered 3 and 4 in the plan:**

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

1) Maintenance

a) In this clause:

"Owners" means the Owners of the land burdened and the Owners of the land benefited, unless otherwise expressly stated.

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

b) The Owners shall contribute to the reasonable maintenance in equal shares.

c) Notwithstanding subclause (b) the cost of maintenance caused by careless or reckless use will be the sole responsibility of the Owners who by act or omission causes, authorises, allows or is reasonably responsible for the damage to the land burdened. None of the Owners may do, or omit to do, anything which obstructs or inhibits any other Owners' access to their land. This includes (but is not limited to) parking vehicles on the land burdened. Each of the Owners will be responsible for the acts or omissions of their own employees and invitees.

d) If there is any disagreement between the Owners touching upon anything referred to in this clause ("dispute") none of the Owners shall commence court or arbitration proceedings unless the dispute resolution procedures in this subclause have been first

Nick Wilton
Group Manager
Development Services
Wingecarribee Shire Council



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

ePlan

Sheet 3 of 14

Plan: Of subdivision of Lot 7 in DP 1189572 covered
by Council's Subdivision Certificate No. *LDA 19/0496*
DP1247059

complied with except when one of the Owners seeks urgent interlocutory release. The dispute resolution procedures are:

- i) Owners claiming that a dispute has arisen must give written notice to the other Owners specifying the nature of the dispute.
 - ii) The Owners must mediate the dispute in accordance with the Mediation Rules of the Law Society of New South Wales and take action to have the dispute mediated within seven (7) days of receipt of written notice of the dispute.
 - iii) The Owners agree that the President of the Law Society of New South Wales or the President's nominee will select the mediator and determine the mediator's remuneration.
 - iv) The Owners will be jointly responsible for the fees of the mediator and each of the Owners shall bear their own costs.
 - v) The Owners may enter into a written agreement before mediating a dispute.
 - vi) If any procedural aspects are not specified sufficiently in the rules under subparagraph (c) the Owners agree to conduct the mediation regarding those aspects in accordance with the determination of the mediator whose decision regarding those aspects is final and binding on the Owners.
 - vii) Any legal representative acting for any of the Owners may participate in mediation.
 - viii) From the time when a notice of dispute is served none of the Owners may take any action that might incur a cost to the other Owners except in an emergency.
- e) The maintenance obligation of the Owners and any of the positive obligations of the Owners pursuant to this clause are intended to impose positive obligations in accordance with the provision of S88BA of the Conveyancing Act (as amended).

2) Emergency Services

The Owners shall allow access over the site of the Right of Access to all emergency and other essential services requiring access to the lot burdened at all times.

3) Fencing

- (a) There shall be no fencing erected at any time along the common boundary of Lots 2 and Lot 5.
- (b) Each lot benefited shall be responsible for the construction and maintenance of the fencing of the common boundary between that lot and that part of the site of the right of access that adjoins that lot.

Nick Wilton
Group Manager
Development Services
Wingecarribee Shire Council



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

ePlan

Sheet 4 of 14

Plan:

DP1247059

Of subdivision of Lot 7 in DP 1189572 covered
by Council's Subdivision Certificate No. ~~LDA~~ 19/0496

Terms of Positive Covenant numbered 6 in the plan:

Each Lot burdened shall retain, protect and maintain the bio-retention basins within the right of way. This incorporates the specifications and requirements of the Operational Environmental Management Plan (OEMP) prepared by LandTeam and held by Wingecarribee Shire Council which includes details of the location, description and nature of stormwater management structures as specified in Section 2.5 of the MUSIC Model Assessment Report (dated 12 May, 2016) and shown on WCMS Plan (Drawing No.208699-DC1 Issue A prepared by LandTeam Australia Pty Limited) and held by Wingecarribee Shire Council.

Name of authority empowered to release vary or modify Positive Covenant numbered 6 in the plan:

Water NSW

Terms of Positive Covenant numbered 7 in the plan:

Each Lot burdened shall retain, protect and maintain the rain garden that incorporates the specifications and requirements of the Operational Environmental Management Plan (OEMP) prepared by LandTeam and held by Wingecarribee Shire Council which includes details of the location, description and nature of stormwater management structures as specified in Section 2.5 of the MUSIC Model Assessment Report (dated 12 May, 2016) and shown on WCMS Plan (Drawing No.208699-DC1 Issue A prepared by LandTeam Australia Pty Limited) and held by Wingecarribee Shire Council.

No development shall take place within one metre of the rain garden.

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

Water NSW

Terms of Positive Covenant numbered 8 in the Plan

In this Positive Covenant "Stormwater Facilities" means the particular system for the collection, retention and/or detention, re-use, treatment, handling and discharge of stormwater from any burdened lot.

The proprietors of the each burdened must:

Nick Wilton
Group Manager
Development Services
Wingecarribee Shire Council



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

ePlan

Sheet 5 of 14

Plan:

DP1247059

Of subdivision of Lot 7 in DP 1189572 covered
by Council's Subdivision Certificate No. ~~LDA~~ 19/0496

- (a) keep the Stormwater Facilities clean and free from silt, rubbish and debris;
- (b) maintain and repair the Stormwater Facilities so that it functions in a safe and efficient manner;
- (c) not make any alterations to the Stormwater Facilities or the elements thereof which affect the safe and efficient operation of the Stormwater Facilities without prior consent in writing of the Council;
- (d) permit the Council or its authorised agent from time to time upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect any burdened lot for compliance with the requirements of this covenant;
- (e) comply with the terms of any written notice issued by the Council in respect to the requirements of this covenant with the time stated in the notice.

If the proprietors of any burdened lot fails to comply with the terms of any written notice served under the preceding clause, the Council or its authorised agent may enter with all necessary equipment and carry out any work required to ensure the safe, efficient operation of the Stormwater Facilities and recover the amount due by legal proceedings (including legal costs and fees) and have the right to enter a covenant charge on the lot burdened under section 88F of the Conveyancing Act 1919. In carrying out any work under this covenant the Council shall take reasonable precautions to ensure that the lot burdened is disturbed as little as possible.

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

Wingecarribee Shire Council

Terms of Positive Covenant numbered 9 in the Plan:

- (a) In addition to the requirements of Positive Covenant numbered 7 in the plan, any dwelling on a lot burdened shall establish and maintain a separate 5kL detention system tank with a low flow outlet as 50mm orifice plate on a 100mm pipe to drain to the stormwater Inter-allotment drainage system. The 5 kL detention system tank shall capture overflows from the rainwater tank as required by Positive Covenant numbered 7.
- (b) Upon construction of the on-site stormwater detention storage system, the proprietor of the burdened lot must not remove or make alterations to detention system.

Nick Wilton
Group Manager
Development Services
Wingecarribee Shire Council



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

ePlan

Sheet 6 of 14

Plan:

DP1247059

Of subdivision of Lot 7 in DP 1189572 covered
by Council's Subdivision Certificate No. *LUA 19/0496*

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

Wingecarribee Shire Council

Terms of Restrictions on the Use of Land numbered 10 in the plan:

1. Definitions :

- "Dwelling House" means a suite of rooms occupied or used or so constructed designed or adapted as to be capable of being occupied or used as a single residence but may include a room or rooms (but always being part of or linked to or attached to the same structure) designed for self-contained living in the manner of that which is generally referred to as a "granny flat"
- "Living Area" means in respect of any Dwelling House erected on the lot burdened:
(a) all that floor area or those floor areas on each and every level of the Dwelling House as is or are bounded by and comprised within the external faces of the external walls of the said Dwelling House.
(b) shall exclude the floor area of:
(i) any patio, terrace and/or verandah (whether covered or uncovered) and/or
(ii) any garage and/or
(iii) any carport.
- "Local Council" means the Council of the Shire of Wingecarribee.
- "Minimum Living Area" means two hundred and fifty square metres (250 sq.m.)
- "Secondary Building" means any detached building separate to the Dwelling House for non-habitable uses in the manner of a shed or barn or workshop or studio
- "Texture Coated Material" means fibre cement sheeting with recessed edges and which is:
(a) attached to the frame of the building in a manner such that all joints between the sheets of fibre are concealed including without limiting the generality thereof all joints on any corner of the building, and
(b) attached to the frame of the building in a manner such that all materials used in the fixing of such sheets are concealed

Nick Wilton
Group Manager
Development Services
Wingecarribee Shire Council



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

ePlan

Sheet 7 of 14

Plan:

DP1247059

Of subdivision of Lot 7 in DP 1189572 covered
by Council's Subdivision Certificate No. *LUA 19/0496*

- (c) including but without limiting the generality thereof all nails and screws, and coated with a texture roll-on or trowel-on finish based on acrylic with the ultimate or final colour added together with a system of reinforcing joints to obtain a monolithic appearance.
2. No Dwelling House erected on the lot burdened shall be used or be permitted to be used for any purpose other than that of a private residence.
3. No Dwelling House shall be erected or permitted to remain on the lot burdened unless the external walls thereof are constructed of :
- (a) bricks, or
 - (b) stone, or
 - (c) brick and/or stone that has been rendered and/or painted or has been coated with the materials known as "Granosite" or "Granotex" or other similar coating, or
 - (d) glass, or
 - (e) Texture Coated Material, or
 - (f) timber, or
 - (g) rendered concrete, or
 - (h) such other materials in such proportions as may be approved by Fousel Pty Ltd and Christopher Leopold Treuen and which approval may be given or withheld by Fousel Pty Ltd and Christopher Leopold Treuen in their absolute discretion,
 - (j) any combination of the materials referred to in subclauses (a) to (j) inclusive immediately above referred to in this restriction.
4. No Dwelling House or Secondary Building shall be erected or be permitted to remain on the lot burdened having what is commonly known as a "flat roof" or a roof constructed of any material other than :
- (a) terracotta roof tiles, or
 - (b) cement roof tiles, or
 - (c) timber shingles, or
 - (d) slate, or
 - (e) corrugated metal that has been treated by the process commonly known as "colour bonding" or any other similar factory pre-coated process, or
 - (f) such other material as may be approved by Fousel Pty Ltd and Christopher Leopold Treuen which approval may be given or withheld by Fousel Pty Ltd and Christopher Leopold Treuen in their absolute discretion.
5. No fence shall be erected or permitted to remain on the lot burdened unless any such fence erected :
- (a) is less than one point four (1.4) metres in height
 - (b) is rural in nature being post and wire or post and rail with or without hedging. Metal clad fencing (eg colourbond) is not permitted.
 - (c) will not for the most part obstruct visibility through the same.

Nick Wilton
Group Manager
Development Services
Wingecarribee Shire Council



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

ePlan

Sheet 8 of 14

Plan:

DP1247059

Of subdivision of Lot 7 in DP 1189572 covered
by Council's Subdivision Certificate No. ~~LA~~ 19/0496

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

Nick Wilton
Group Manager
Development Services
Wingecarribee Shire Council



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

ePlan

Sheet 9 of 14

Plan:

DP1247059

Of subdivision of Lot 7 in DP 1189572 covered
by Council's Subdivision Certificate No. *LUA 19/0496*

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

16. Only one Secondary Building having a floor area exceeding 15 square metres may be erected or be permitted to remain on the lot burdened and any Secondary Building shall:
 - (a) be positioned within the building envelope behind the Dwelling House and generally in a manner that restricts vision of the Secondary Building from the street alignment,
 - (b) be consistent in design and finish with the Dwelling House;
 - (b) not exceed a height of 8 metres above natural ground level at the ridge line of the pitched roof,
 - (c) not have a floor area exceeding 150 sq.m. but reduced by the area of any garage or carport forming part of or attached to the Dwelling House,
 - (d) be setback from any side or rear boundary by not less than 5 metres.
17. No carport, covered patio, covered porch and/or covered verandah shall be erected or permitted to remain on any lot burdened unless the materials used to support the same is of the same design and finish as the Dwelling House and roofing to be other than:
 - (a) terracotta roof tiles, or
 - (b) cement roof tiles, or
 - (c) timber shingles, or
 - (d) slate, or
 - (e) corrugated metal that has been treated by the process commonly known as "colour bonding" or any other similar factory pre-coated process, or
 - (f) such other material as may be approved by Fousel Pty Ltd and Christopher Leopold Treuen which approval may be given or withheld by Fousel Pty Ltd and Christopher Leopold Treuen in their absolute discretion.
18. No dividing fence shall be erected on any lot burdened unless it is erected without expense to Fousel Pty Ltd and Christopher Leopold Treuen, their successors and assigns other than purchasers on sale.
19. Only one residential occupancy and any associated secondary building shall be erected on a lot burdened.
20. There shall be no further subdivision of any lot burdened other than minor boundary adjustment with adjoining lots.

Nick Wilton
Group Manager
Development Services
Wingecarribee Shire Council



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

ePlan

Sheet 10 of 14

Plan: Of subdivision of Lot 7 in DP 1189572 covered
by Council's Subdivision Certificate No. *LUA 19/0496*
DP1247059

Names of persons empowered to release, vary or modify Restriction on the Use of Land Numbered 10 in the Plan:

Fousel Pty Ltd and Christopher Leopold Treuen whilst ever they own a lot or any part of a lot in the registered plan (the "Plan") pursuant to which this Restriction was created and thereafter by the registered proprietors of the lots contained in the Plan. In any event this Restriction shall expire with the effluxion of time and shall be of no force and effect after the date which is 20 years from the date of registration of the Plan.

Terms of Positive Covenant numbered 11 in the plan:

1. All future dwellings are to have rainwater tanks with a minimum total capacity of 15,000 litres above any volume required for mains top-up and above any detention storage required by Council;
2. Roofs and gutters are to be designed so as to maximise the capture of rainwater in rainwater tanks;
3. The rainwater tanks to be plumbed to toilets, laundry and other areas for non-potable use including use for gardens;
4. Overflow from the rainwater tanks is to be directed to the lot raingarden.

Name of authority empowered to release vary or modify Positive Covenant numbered 11 in the plan:

Water NSW

Terms of Positive Covenant numbered 12 in the plan:

1. The owner of the lot burdened shall for the life of the development:
 - (a) maintain and repair the retaining wall in a proper condition and state of repair and if it is destroyed or requires replacement, to have it replaced with a newly erected retaining wall; and
 - (b) comply with the terms of any written notice issued by Council with respect to the requirement of this positive covenant within the time stated in the notice.
2. If the owner of the lot burdened fails to comply with the terms of any written notice issued by Council with respect to the retaining wall:
 - (a) Council may carry out the work required to ensure that the retaining wall is safe and structurally sound and serves the purpose for which it was constructed; and

Nick Wilton
Group Manager
Development Services
Wingecarribee Shire Council



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

ePlan

Sheet 11 of 14

Plan:

DP1247059

Of subdivision of Lot 7 in DP 1189572 covered
by Council's Subdivision Certificate No. *LDA DA 19/10496*

(b) Council may recover from the owner of the lot burdened the cost of carrying out the work and, if necessary, recover the amount due (including legal costs and fees) by legal proceedings.

3. In this Positive Covenant:

"Council" means Wingecarribee Shire Council; and

"retaining wall" means the retaining wall situated in the Gladstone Road reserve, adjacent to Lot 4 (the perpendicular distance off the Lot 4 boundary to the face of the wall varying from 6.9m to 9.5m), which is approximately 38m in length and constructed of interlocking mass concrete blocks.

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

Wingecarribee Shire Council

Nick Wilton
Group Manager
Development Services
Wingecarribee Shire Council



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

ePlan

Sheet 12 of 14

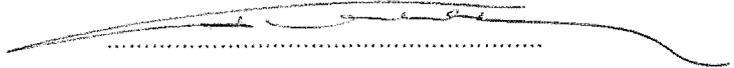
Plan:

DP1247059

Of subdivision of Lot 7 in DP 1189572 covered by Council's Subdivision Certificate No. LWA 19/0496 DA

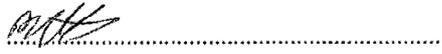
SIGNED by:

Christopher Leopold Treuen



who is personally known to me

Signature of witness:



Name of witness:

Dean Ingenhoff

Address of witness:

2/323 Thirlmere Way

Thirlmere

SIGNED on behalf of

FOUSEL PTY. LIMITED

(ACN 063 778 594) by:

Signature



Signature



Print Name

DAVID SELBY

Print Name

SHARON SELBY

Office Held

DIRECTOR

Office Held

COMPANY SECRETARY

Nick Wilton
Group Manager
Development Services
Wingecarribee Shire Council



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

ePlan

Sheet 13 of 14

Plan:

DP1247059

Of subdivision of Lot 7 in DP 1189572 covered
by Council's Subdivision Certificate No. *LJA 19/0496*
DA.

WINGECARRIBEE SHIRE COUNCIL

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

Nikolas Wilton

.....
Name of Council Delegate (please print)



.....
Signature of Council Delegate

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

ELIZABETH GARNER

.....
Name of Witness (please print)



.....
Signature of Witness

Address of Witness: *68 ELIZABETH ST MOSS VALE*

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

ePlan

Sheet 14 of 14

Plan:

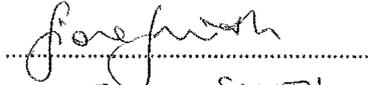
DP1247059

Of subdivision of Lot 7 in DP 1189572 covered
by Council's Subdivision Certificate No. ~~19/0496~~ 19/0496

SIGNED on behalf of

WATER NSW

by



.....
FIONA SMITH

.....
EXECUTIVE MANAGER

.....
Position

Signature of witness:

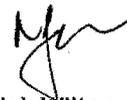


Name of witness:

.....
Tegan Rose

Address of witness:

.....
169 Macaulay St
Perthamatta NSW 2150



Nick Wilton
Group Manager
Development Services
Wingecarribee Shire Council

REGISTERED



18.1.2019

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

(SHEET 1 of 2 Sheets)

PART 1

Plan: DP603071

Subdivision covered by Council Clerk's Certificate No. 1979, being comprised in Certificate No. 2711 No. 373, being comprised in Tillybury Investments Pty. Limited a Company duly incorporated and having its registered office at 359 Bong Bong Street Boroaki, Commonwealth Trading Bank of Australia Mortgage Book 2711 No. 374 Sydney.

1. Identity of easement or restriction referred to in above mentioned plan:

Lots burdened
 Lot 1

Schedule of Lots etc. affected
 Lots, name of road, or Authority, benefited
 Lot 2

2. Identity of easement or restriction referred to in above mentioned plan:

Lots burdened
 Lot 2

Schedule of Lots etc. affected
 Lots, name of road, or Authority, benefited
 Lot 1

3. Identity of easement or restriction referred to in above mentioned plan:

Lots burdened
 Lot 2

Schedule of Lots etc. affected
 Lots, name of road, or Authority, benefited
 Lot 1

St. Ballan

St. Ballan

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

(Sheet 2 of 2 sheets)

Plan: DP603071

Subdivision covered by Council Clerk's Certificate No. 898 of 1979

1. Term of easement for electricity 5 metres wide thirdly referred to in the said plan.

An easement or right to use the surface under surface or subsoil of the land described for the purpose of managing and extending protecting maintaining and repairing works in connection with the supply of electricity.



St. Ballan
 Director

Acting Secretary

Witness at Sydney this 22nd day of May 1979
 I, *St. Ballan* Registrar General for New South Wales, certify that the above is a true and correct copy of the instrument as presented to me for registration.

Russell Hamilton Weaver
 RUSSELL HAMILTON WEAVER

APPOINTED ACTING DEPUTY REGISTRAR GENERAL
 PURSUANT TO SECTION 88B, CONVEYANCING ACT.
 WAS LOADED WITH
 DP603071
 23 7 1979

I, Bruce Richard David, Registrar General for New South Wales, certify that the above is a true and correct copy of the instrument as presented to me for registration.



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

PURSUANT TO SECTION 888 OF THE CONVEYANCING ACT 1919 AS AMENDED IT IS INTENDED TO CREATE EASEMENT FOR SERVICES VAR WIDTH

EXECUTED by THE BURY INVESTMENTS Pty Limited ABN 80 000 302 189 pursuant to s127(1) of the Corporations Act 2001 by

Andrew Lee Praine
 DIRECTOR - ANDREW LEE PRAINE
William Christine Mook
 DIRECTOR - WILLIAM CHRISTINE MOOK

Department of Land and Water Conservation Approval

I, *Richard R. Cox* in approving this plan certify that all necessary approvals in regard to the allocation of the land shown hereon have been given.

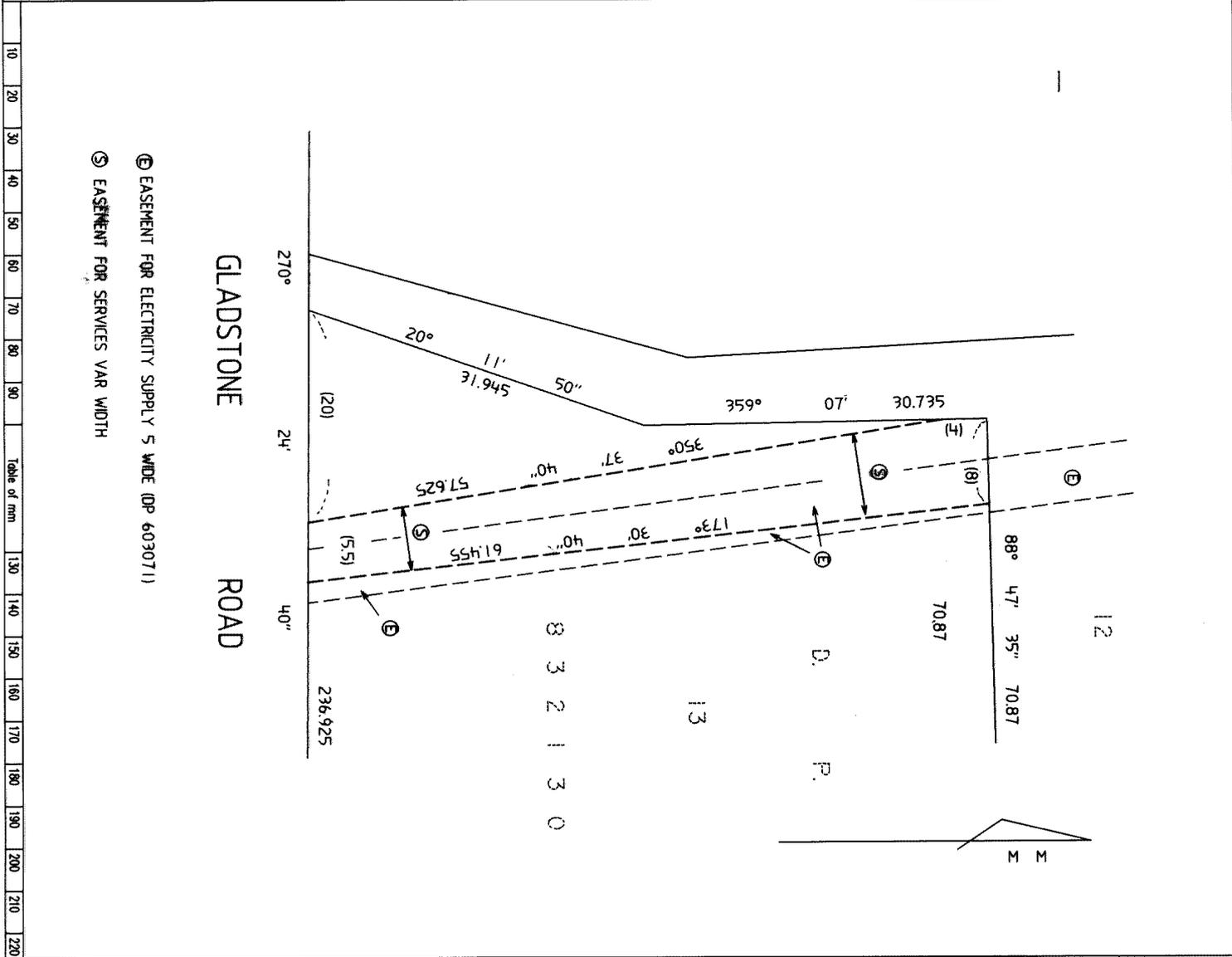
Signature: *Richard R. Cox*
 Date: *16/07/04*
 File No.: *DP 832130*
 Office: *Camden*

Subdivision Certificate
 I hereby certify that the provisions of s.109A of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed *DP 832130*

* (insert 'subdivision' or 'new road') set out hereon
 * Authorised Person/General Manager/Accredited Certifier
 Consent Authority: *Camden Council*
 Date of endorsement: *16/07/04*
 Accreditation no.: *15072104*
 Subdivision Certificate no.: *DP 832130*
 File no.: *DP 832130*
 Note: When the plan is to be lodged electronically in Land and Property Information, it should include a signature in an electronic or digital format approved by the Registrar-General.
 * Delete whichever is inapplicable

SURVEYOR'S REFERENCE: 03356 FILE 2004 M7100 (36) COMP. D.P. PAPERS RETAINED PERMANENTLY

WARNING: CREAMING OR FOLDING WILL LEAD TO REJECTION



DP1065579

Registered *NS 16-3-2004*

Title System: TORENS

Purpose: EASEMENT

Ref. Map: W 4677 - 14 #

Lost Plan: D.P. 832130

PLAN OF

EASEMENT FOR SERVICES OVER LOT 13 DP 832130

Lengths are in metres. Reduction Ratio 1: 400

L G A
 WINGECARRIBEE
 Locality:
 BOWRAL
 Parish:
 MITTAGONG
 County:
 CAMDEN

Plans used in preparation of survey/compilation.

DP 832130

Surveying Regulation 2001

I, *Richard R. Cox* of *PO BOX 1500 BOWRAL 2576* a surveyor registered under the Surveying Act, 2002, hereby certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying Regulation, 2001 and was completed on *16/07/04*.
 The survey relates to... EASEMENT
 (here specify the land actually surveyed, or specify any land shown in the plan that is not the subject of the survey)
Richard R. Cox
 Surveyor registered under the Surveying Act, 2002
 Datum: *Mean Sea Level*
 Type: *Urban/General*

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

(Sheet 1 of 2 sheets)

DP1065579

Plan of Easement within Lot 13 in DP832130 in the parish of Mittagong, local government area of Wingecarribee

**Full name and address
of the owner of the land:**

Tilbury Investments Pty Limited
ABN 80 000 302 189
C/- Level 32, 1 Farrer Place, Sydney NSW 2000

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identify of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement for services variable width	Lot 13 in DP832130	Lot 12 in DP832130 and Lot 1 in DP603071

The name of the person empowered to release, vary or modify the Easement 1 referred to in the abovementioned Plan:

The registered proprietor(s) for the time being of Lot 12 in DP832130.

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

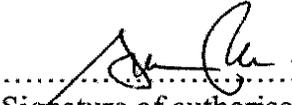
(Sheet 2 of 2 sheets)

DP1065579

Plan of Easement within Lot 13 in DP832130 in the parish of Mittagong, local government area of Wingecarribee

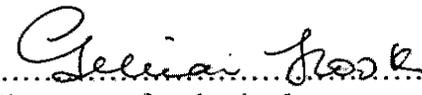
Certified correct for the purposes of the Real Property Act 1900 by the corporation named below the common seal of which was affixed pursuant to the authority specified and in the presence of the authorised persons whose signatures appear below.

Corporation: TILBURY INVESTMENTS PTY LIMITED ACN 80060302
Authority: Section 127(1) of the Corporations Act


.....
Signature of authorised person

ANDREW LEWIS PRICE
.....
Name of authorised person

DIRECTOR
.....
Office held


.....
Signature of authorised person

CHRISTINE GILLIAN HOOK
.....
Name of authorised person

DIRECTOR
.....
Office held



PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

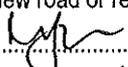
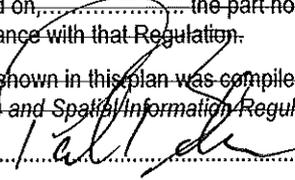
DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

Registered:  4.9.2014 Title System: TORRENS Purpose: SUBDIVISION	Office Use Only <h1 style="margin: 0;">DP1189572</h1> Office Use Only
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PLAN OF SUBDIVISION OF LOT 1 DP 603071	LGA: WINGECARRIBEE Locality: BOWRAL Parish: MITTAGONG County: GUMBERLAND CAMDEN
---	---

<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> Signature: Date: File Number: Office:	<p style="text-align: center;">Survey Certificate</p> I, Paul BRANDON of LandTeam Australia Pty. Ltd. 357 Bong Bong Street, Bowral NSW 2576 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that:
--	--

<p style="text-align: center;">Subdivision Certificate</p> <p style="font-size: 1.2em; font-weight: bold;">Nicholas Wilton</p> <p>I, *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> Signature:  Accreditation number: N/A Consent Authority: WINGECARRIBEE SHIRE COUNCIL Date of endorsement: 29 May 2014 Subdivision Certificate number: LUA 09/0969.03 File number: LUA 09/0969 <p>*Strike through if inapplicable.</p>	<p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on 28 February 2011</p> <p>*(b) The part of the land shown in the plan (*being/*excluding) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on the part not surveyed was compiled in accordance with that Regulation.</p> <p>*(e) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>.</p> Signature:  Dated: 11 Sept 2013 Surveyor ID: 8413 Datum Line: "S" - "T" Type: *Urban/*Rural The terrain is *Level-Undulating/*Steep-Mountainous. <p>*Strike through if inapplicable. ^Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>
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Statements of intention to dedicate public roads, public reserves and drainage reserves.	Plans used in the preparation of survey/compilation: <table style="width:100%; margin-top: 10px;"> <tr> <td>DP 603071</td> <td>DP 556578</td> </tr> <tr> <td>DP 832130</td> <td>DP 551036</td> </tr> <tr> <td>DP 705830</td> <td>DP 32067</td> </tr> <tr> <td>DP 719553</td> <td>DP 1095312</td> </tr> <tr> <td>DP 831370</td> <td>DP 1181740</td> </tr> <tr> <td>DP 827637</td> <td>1-2508</td> </tr> <tr> <td>DP 701669</td> <td>2-2508</td> </tr> </table> <p style="text-align: center; margin-top: 10px;">If space is insufficient continue on PLAN FORM 6A</p>	DP 603071	DP 556578	DP 832130	DP 551036	DP 705830	DP 32067	DP 719553	DP 1095312	DP 831370	DP 1181740	DP 827637	1-2508	DP 701669	2-2508
DP 603071	DP 556578														
DP 832130	DP 551036														
DP 705830	DP 32067														
DP 719553	DP 1095312														
DP 831370	DP 1181740														
DP 827637	1-2508														
DP 701669	2-2508														

Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	Surveyor's Reference: 200797
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PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

<p>Office Use Only</p> <p>Registered:  4.9.2014</p> <p>PLAN OF SUBDIVISION OF LOT 1 DP 603071</p> <p>Subdivision Certificate number: LUA 09/0969.02 Date of Endorsement: 29 Oct 2014</p>	<p>Office Use Only</p> <h1 style="text-align: center;">DP1189572</h1> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> • A schedule of lots and addresses - See 60(c) SSI Regulation 2012 • Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 • Signatures and seals- see 195D Conveyancing Act 1919 • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
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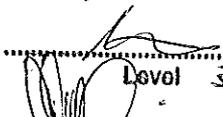
Lot	Street Number	Street Name	Street Type	Locality
6	16	Gladstone	Road	Bowral
7	2	Queen	Street	Bowral

Pursuant to Section 88b of the Conveyancing Act 1919, It is intended to create:

1. Restriction on the Use of Land
2. Positive Covenant
3. Positive Covenant

Mortgagee

Mortgagee under Mortgage No. AE510736
 Signed at Sydney this 8th day of
 JULY 2014 for National
 Australia Bank Limited ABN 12 004 044 937
 by RAYMOND LAM
 its duly appointed Attorney under Power of
 Attorney No. 39 Book 4512


 Level 3 Attorney
 Witness/Bank Officer
 SEAN SKINNER

Owners



If space is insufficient use additional annexure sheet

Surveyor's Reference: 200797

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

Sheet 1 of 6

Plan: **DP1189572**

Of subdivision of Lot 1 in DP 603071 covered by Council's Subdivision Certificate No.

LWA 09/0969.03

Full name and address of the Owner of the land:

Peter Hersh
(GPO Box 5486) Level 6, 151 Macquarie St
SYDNEY NSW 2000

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Restriction on the use of land	7	Wingecarribee Shire Council
2	Positive Covenant	7	Sydney Catchment Authority
3	Positive Covenant	6, 7	Wingecarribee Shire Council



ePlan

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

*in DP 603071
Of subdivision of lot 1/covered
by Council's Subdivision Certificate No.*

Sheet 2 of 6

LVA 09/0969.03

Plan:

DP1189572

Part 2 (Terms)

Terms of Restriction on the Use of Land numbered 1 in the plan:

No dwelling shall be erected upon the land burdened unless:

1. Specific engineering design and the continued maintenance of the site is undertaken in accordance with AS2870 and CSIRO Builders technology File 18, 2006 – Foundation Maintenance and Footing performance. Footing design must be certified by a registered Geotechnical/Structural Engineer as stated in report by Southern Geotechnics with reference number 2009136-amw dated 22 October 2009;
2. The owner installs at their cost, a private water supply pressure system including booster pump and reservoir. Details to be submitted with development application for dwelling house.

Name of authority empowered to release vary or modify restriction numbered 1 in the plan:

Wingecarribee Shire Council

Terms of Positive Covenant numbered 2 in the plan:

1. All future dwellings are to have rainwater tanks with a minimum total capacity of 15,000 litres above any volume required for mains top-up;
2. Roofs and gutters are to be designed so as to maximise the capture of rainwater in rainwater tanks;
3. The rainwater tanks to be plumbed to toilets, laundry and other areas for non-potable use including use for gardens;
4. Overflow from the rainwater tanks is to be directed to the interallotment drainage system.

Authority empowered to release vary or modify Positive Covenant numbered 2 in the plan:

Sydney Catchment Authority

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

Sheet 3 of 6

Plan: Of subdivision of Lot 1 in DP 603071 covered by Council's Subdivision Certificate No. LVA 09/09b9.03

DP1189572

Terms of Positive Covenant numbered 3 in the plan:

Each lot shall be managed as an Inner Protection Area (IPA) as outlined within section 4.1.3 and Appendix 5 of 'Planning for Bush Fire Protection 2006 and the NSW Rural Fire Service's document 'Standards for asset Protection Zones'.

The performance of the inner protection area must be such that:

- (a) There is minimal fuel at ground level, which could be set alight by a bushfire;
- (b) Any vegetation in the inner protection area must not provide a path for the transfer of fire to the development.

The presence of a few shrubs or trees in the inner protection is acceptable provided that they:

- (i) Do not touch or overhang the building;
- (ii) Are well spread out and do not form a continuous canopy;
- (iii) Are not species that retain dead material or deposit excessive quantities of ground fuel in a short period of time;
- (iv) Are located far enough away from the house so they will not ignite the house by direct flame contact or radiant heat emission.

Woodpiles, wooden shed, combustible material storage sheds, large areas/quantities of garden mulch, stacked flammable building materials etc should not be permitted in the Inner Protection Area.

Authority empowered to release vary or modify Positive Covenant numbered 3 in the plan:

Wingecarribee Shire Council



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

Of subdivision of Lot 1 in DP 603071
covered by Council's Subdivision
Certificate No.

Sheet 5 of 6
LVA 09/0969.03

Plan:

DP1189572

SIGNED on behalf of

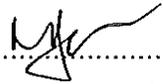
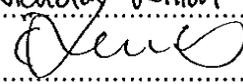
WINGECARRIBEE SHIRE COUNCIL

by

Signature of witness:

Name of witness:

Address of witness:


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

.....
ELISE LEWIS
.....
ELIZABETH ST, MOSS VALE
.....

ePlan

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

Sheet 6 of 6
Of subdivision of Lot 1 in DP 603071
covered by Council's Subdivision Certificate
No. LUA09/0969.03

Plan:

DP1189572

SIGNED on behalf of
SYDNEY CATCHMENT AUTHORITY

Malcolm Hughes
.....
Malcolm Hughes
.....
Senior Manager Planning & Environment
Sydney Catchment Authority
.....
CMS047.....

by

Signature of witness:

Jacqueline Brewster
.....

Name of witness (printed):

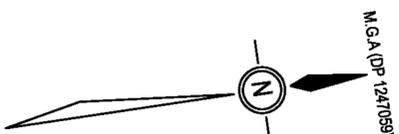
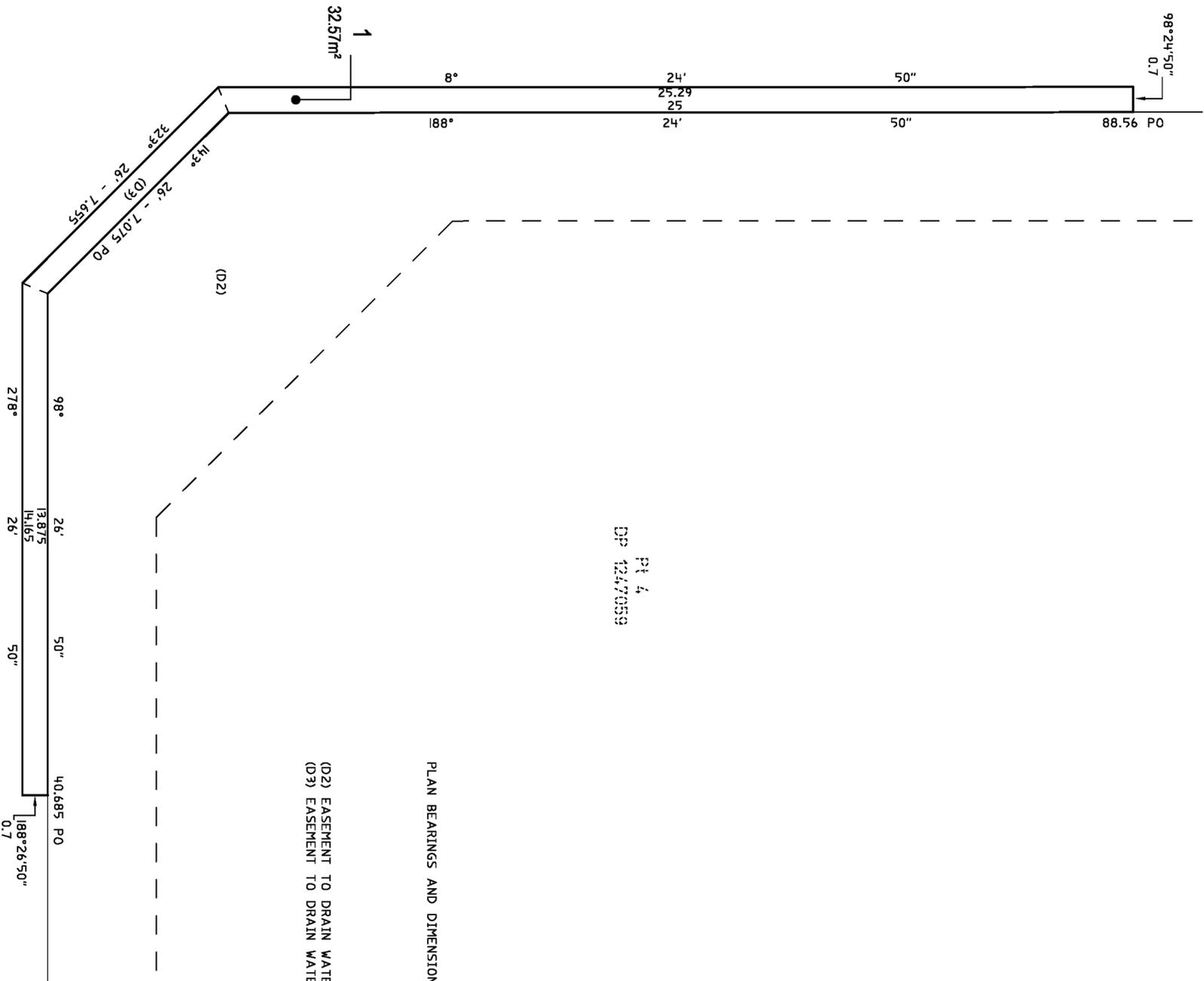
Jacqueline Brewster
.....

Address of witness:

10 Winbourne Road, MOLGOA
.....

REGISTERED  4.9.2014

QUEEN STREET (20.115 WIDE) GLADSTONE ROAD (20.115 WIDE) ROAD



PLAN BEARINGS AND DIMENSIONS BASED ON DP 1247059

(D2) EASEMENT TO DRAIN WATER 3 WIDE & VARIABLE WIDTH (DP 1247059)
 (D3) EASEMENT TO DRAIN WATER VARIABLE WIDTH

Surveyor: IAN R PEARSE
 of LandTeam Bowral 4861 2467
 Date of Survey: 24/01/2020
 Surveyor's Ref: 208699 2020M7100(435)

PLAN OF PARTS OF GLADSTONE ROAD AND QUEEN STREET FOR
 TITLE ISSUE AND ROAD CLOSING UNDER THE ROADS ACT 1993
 (BEING LAND ACQUIRED BY GOVERNMENT GAZETTE 16/02/1992
 FOLIO 1316) AND LAND COMPRISED IN BOOK 2711 NUMBER 373

LGA: WINGECARRIBEE
 Locality: BOWRAL
 Subdivision No: 21/1460
 Lengths are in metres. Reduction Ratio 1:100

Registered
 1.9.2021

DP1265494

ePlan

PLAN FORM 6 (2019)

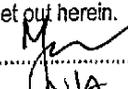
WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 1 of 3 sheet(s)

<p>Registered:  1.9.2021</p> <p>Title System: OLD SYTEM</p>	<p>Office Use Only</p> <p style="font-size: 2em; text-align: center;">DP1265494</p>
<p>PLAN OF PARTS OF GLADSTONE ROAD AND QUEEN STREET FOR TITLE ISSUE AND ROAD CLOSING UNDER THE ROADS ACT 1993 (BEING LAND ACQUIRED BY GOVERNMENT GAZETTE 16/02/1892 FOLIO 1316) AND LAND COMPRISED IN BOOK 2711 NUMBER 373</p>	<p>LGA: WINGECARRIBEE Locality: BOWRAL Parish: MITTAGONG County: CAMDEN</p>
<p style="text-align: center;">Survey Certificate</p> <p>I, IAN R PEARSE..... of LandTeam Aust Pty Ltd, 357 BONG BONG STREET BOWRAL a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on, or</p> <p>*(b) The part of the land shown in the plan ("being"/"excluding ".....) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on..... the part not surveyed was compiled in accordance with that Regulation, or</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line: Type: *Urban/*Rural The terrain is *Level Undulating *Steep Mountainous.</p> <p>Signature:  Dated: 19.05.20</p> <p>Surveyor Identification No: 287 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p><small>*Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</small></p>	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>
<p>Plans used in the preparation of survey compilation. DP 1247059</p>	<p>Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.</p>
<p>Surveyor's Reference: 208699 RD CLOSURE 2020M7100(435) Comp</p>	<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>

Subdivision Certificate

I, NICHOLAS WILTON.....
 *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.6.15 of the *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.

Signature: 

Accreditation number: NIA

Consent Authority: WINGECARRIBEE SHIRE COUNCIL

Date of endorsement: 30 MARCH 2021

Subdivision Certificate number: 211460

File number: UA 09/0969

*Strike through if inapplicable.

PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 3 sheet(s)

<p style="text-align: right;">Office Use Only</p> <p>Registered:  1.9.2021</p>	<p style="text-align: right;">Office Use Only</p> <h1 style="text-align: center;">DP1265494</h1>
<p>PLAN OF PARTS OF GLADSTONE ROAD AND QUEEN STREET FOR TITLE ISSUE AND ROAD CLOSING UNDER THE ROADS ACT 1993 (BEING LAND ACQUIRED BY GOVERNMENT GAZETTE 16/02/1892 FOLIO 1316) AND LAND COMPRISED IN BOOK 2711 NUMBER 373</p>	<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> • A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals- see 195D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
<p>Subdivision Certificate number: _____</p> <p>Date of Endorsement: _____</p>	

PURSUANT TO SEC 88B OF THE CONVEYANCING ACT OF 1919 IT IS INTENDED TO -

CREATE:

1. EASEMENT TO DRAIN WATER VARIABLE WIDTH

Lot	Street Number	Street Name	Street Type	Locality
1	N/A	QUEEN GLADSTONE	STREET ROAD	BOWRAL

If space is insufficient use additional annexure sheet

Surveyor's Reference: 208699 RD CLOSURE 2020M7100(435) Comp

ePlan

PLAN FORM 6A (2019)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

Office Use Only
Registered:  1.9.2021

Office Use Only

DP1265494

PLAN OF PARTS OF GLADSTONE ROAD AND QUEEN STREET FOR TITLE ISSUE AND ROAD CLOSING UNDER THE ROADS ACT 1993 (BEING LAND ACQUIRED BY GOVERNMENT GAZETTE 16/02/1892 FOLIO 1316) AND LAND COMPRISED IN BOOK 2711 NUMBER 373

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

- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals- see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number:

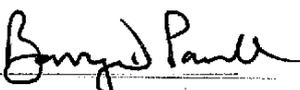
Date of Endorsement:

CERTIFIED CORRECT FOR THE PURPOSES OF THE REAL PROPERTY ACT 1900 BY THE CORPORATION NAMED BELOW, THE COMMON SEAL AFFIXED PURSUANT TO THE AUTHORITY SPECIFIED AND IN THE PRESENCE OF THE AUTHORISED PERSON(S) WHO'S SIGNATURE(S) APPEAR(S) BELOW:

CORPORATION: WINGECARRIBEE SHIRE COUNCIL
AUTHORITY: SECTION 220 LOCAL GOVERNMENT ACT 1993



SIGNATURE OF AUTHORISED PERSON:



NAME OF AUTHORISED PERSON:

BARRY PAULL

OFFICE HELD:

ACTING GENERAL MANAGER



DUNCAN GAIR

MAYOR

If space is insufficient use additional annexure sheet

Surveyor's Reference: 208699 RD CLOSURE 2020M7100(435) Comp

ePlan

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

Sheet 1 of 2

Plan: DP1265494

OF PARTS OF GLADSTONE ROAD AND QUEEN STREET FOR TITLE ISSUE AND ROAD CLOSING UNDER THE ROADS ACT 1993 (BEING LAND ACQUIRED BY GOVERNMENT GAZETTE 16/02/1892 FOLIO 1316) AND LAND COMPRISED IN BOOK 2711 NUMBER 373

Full name and address of the Owner of the land:

Wingecarribee Shire Council
68 Elizabeth Street
MOSS VALE NSW 2577

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to Drain Water Variable Width	1	2 - 5 DP 1247059

ePlan

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

Sheet 2 of 2

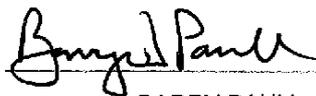
Plan: **DP1265494** OF PARTS OF GLADSTONE ROAD AND QUEEN STREET FOR TITLE ISSUE AND ROAD CLOSING UNDER THE ROADS ACT 1993 (BEING LAND ACQUIRED BY GOVERNMENT GAZETTE 16/02/1892 FOLIO 1316) AND LAND COMPRISED IN BOOK 2711 NUMBER 373

CERTIFIED CORRECT FOR THE PURPOSES OF THE REAL PROPERTY ACT 1900 BY THE CORPORATION NAMED BELOW, THE COMMON SEAL AFFIXED PURSUANT TO THE AUTHORITY SPECIFIED AND IN THE PRESENCE OF THE AUTHORISED PERSON(S) WHO'S SIGNATURE(S) APPEAR(S) BELOW:

CORPORATION: WINGECARRIBEE SHIRE COUNCIL
AUTHORITY: SECTION 220 LOCAL GOVERNMENT ACT 1993

SIGNATURE OF AUTHORISED PERSON:

NAME OF AUTHORISED PERSON:
OFFICE HELD:



BARRY PAULL

ACTING GENERAL MANAGER



DUNCAN GAIR

MAYOR



208699 88b 20210303 IP

REGISTERED:



1.9.2021

Planning Certificate

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

To: LEONIE GILL CONVEYANCING
PO BOX 791
INGLEBURN NSW 1890

Your Ref: 4740
Fees Paid: \$ 69.00
Receipt Number: -42345278

Certificate Date: 09 October 2024

Certificate Number: S10.725/0951

This certificate relates to: 4 QUEEN STREET BOWRAL NSW 2576

Legal Description: Lot 2 DP 1247059

Property No: 1820920

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 (Exempt and Complying Development Codes) 2008
State Environmental Planning Policy (Planning Systems) 2021
State Environmental Planning Policy (Biodiversity and Conservation) 2021
State Environmental Planning Policy (Resilience and Hazards) 2021
State Environmental Planning Policy (Transport and Infrastructure) 2021
State Environmental Planning Policy (Industry and Employment) 2021
State Environmental Planning Policy (Resources and Energy) 2021
State Environmental Planning Policy (Primary Production) 2021
State Environmental Planning Policy (Housing) 2021
State Environmental Planning Policy (Sustainable Buildings) 2022

Local Environmental Plans

Wingecarribee Local Environmental Plan 2010

Development Control Plans

Bowral Town Plan Development Control Plan

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

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

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

(4) *In this section—*

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

Draft or Proposed State Environmental Planning Policies

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

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

Draft *State Environmental Planning Policy (Housing) Amendment (Manufactured Home Estates, Caravan Parks and Camping Grounds) 2023*.

Explanation of Intended Effect: proposed amendments to *State Environmental Planning Policy (Transport and Infrastructure) 2021* and *State Environmental Planning Policy (Planning Systems) 2021* to improving 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).

Draft Local Environmental Plans or Planning Proposals

SHIRE WIDE

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

A Shire wide Planning Proposal to amend the *Wingecarribee Local Environmental Plan 2010* to remove the requirement for a development application for certain events on public land that is bush fire prone.

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

SITE SPECIFIC

Nil

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

Draft Development Control Plans

Nil

2. ZONING AND LAND USE UNDER RELEVANT PLANNING INSTRUMENTS

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

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

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

Zone R5 Large Lot Residential

1 Objectives of zone

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

2 Permitted without consent

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

3 Permitted with consent

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

4 Prohibited

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

Note: Land use terms are defined in the Dictionary that forms part of the Wingecarribee Local Environmental Plan (WLEP) 2010. The WLEP 2010 instrument and maps can be accessed from the NSW Legislation website at

www.legislation.nsw.gov.au/view/html/inforce/current/epi-2010-0245 or via Council's website. The maps can also be viewed on the NSW Planning Portal Spatial Viewer at www.planningportal.nsw.gov.au/spatialviewer.

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

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

(c) Whether additional permitted uses apply to the land

The following additional permitted uses apply to the land:

Nil

Note: Additional permitted uses are listed in Schedule 1 of the Wingecarribee Local Environmental Plan 2010.

(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*.

(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*.

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

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

3. CONTRIBUTIONS

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

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

Administration 2011 to 2031

Central Library

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

Roads and Traffic Facilities 2012 to 2031

Resource Recovery Centre 2009

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

Draft contributions plans

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

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

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

- (3) If the land is in a special contributions area to which a continued 7.23 determination applies, the name of the area.**

- (4) In this section—**

continued 7.23 determination means a 7.23 determination that—

- (a) has been continued in force by the Act, Schedule 4, Part 1, and**
(b) has not been repealed as provided by that part.

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

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

4. COMPLYING DEVELOPMENT

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

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

Housing Code

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

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

Rural Housing Code

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

Low Rise Housing Diversity Code

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

Greenfield Housing Code

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

Housing Alterations Code

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

General Development Code

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

Industrial and Business Alterations Code

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

Industrial and Business Buildings Code

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

Container Recycling Facilities Code

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

Subdivisions Code

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

Demolition Code

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

Fire Safety Code

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

Agritourism and Farm Stay Accommodation Code

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

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

Nil

5. EXEMPT DEVELOPMENT

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

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

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

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

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

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

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

6. AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

(1) Whether the council is aware that—

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

(2) In this section—

affected building notice has the same meaning as in the Building Products (Safety) Act 2017, Part 4.

building product rectification order has the same meaning as in the Building Products (Safety) Act 2017.

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

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

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

7. LAND RESERVED FOR ACQUISITION

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

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

8. ROAD WIDENING AND ROAD REALIGNMENT

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

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

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

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

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

9. FLOOD RELATED DEVELOPMENT CONTROLS

- (1) If the land or part of the land is within the flood planning area and subject to flood related development controls.***
- (2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.***
- (3) In this section—***
flood planning area has the same meaning as in the Flood Risk Management Manual. Flood Risk Management Manual means the Flood Risk Management Manual, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.

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

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

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

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

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

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

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

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

11. BUSH FIRE PRONE LAND

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

ALL of the land is bush fire prone land as designated by the Commissioner of the NSW Rural Fire Service under section 10.3 of the *Environmental Planning and Assessment Act 1979*.

12. LOOSE-FILL ASBESTOS INFORMATION

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

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

13. MINE SUBSIDENCE

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

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

14. PAPER SUBDIVISION INFORMATION

- (1) The name of a development plan adopted by a relevant authority that—**
 - (a) applies to the land, or**
 - (b) is proposed to be subject to a ballot.**
- (2) The date of a subdivision order that applies to the land.**
- (3) Words and expressions used in this section have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7.**

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

15. PROPERTY VEGETATION PLANS

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

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

16. BIODIVERSITY STEWARDSHIP SITES

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

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

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

17. BIODIVERSITY CERTIFIED LAND

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

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

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

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

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

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

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

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

NOT APPLICABLE TO WINGECARRIBEE SHIRE.

20. WESTERN SYDNEY AEROTROPOLIS

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

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

NOT APPLICABLE TO WINGECARRIBEE SHIRE.

21. DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING

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

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

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

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

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

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

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

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

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

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

23. WATER OR SEWERAGE SERVICES

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

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

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

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



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

02 4868 0888

mail@wsc.nsw.gov.au

ABN 49 546 344 354

Our Ref: DD25/1415
Your Ref:
Property No: 1820920

27 May 2025

INFOTRACK PTY LTD
GPO BOX 4029
SYDNEY NSW 2000

Dear Sir/Madam

Re: Application for Sewer Reference Sheet and Drainage Diagram
Property: Lot 2 DP 1247059 - 4 QUEEN STREET BOWRAL NSW 2576

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.

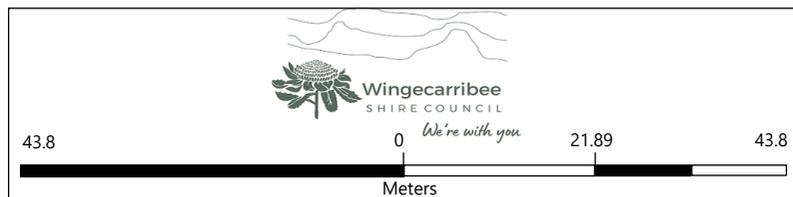
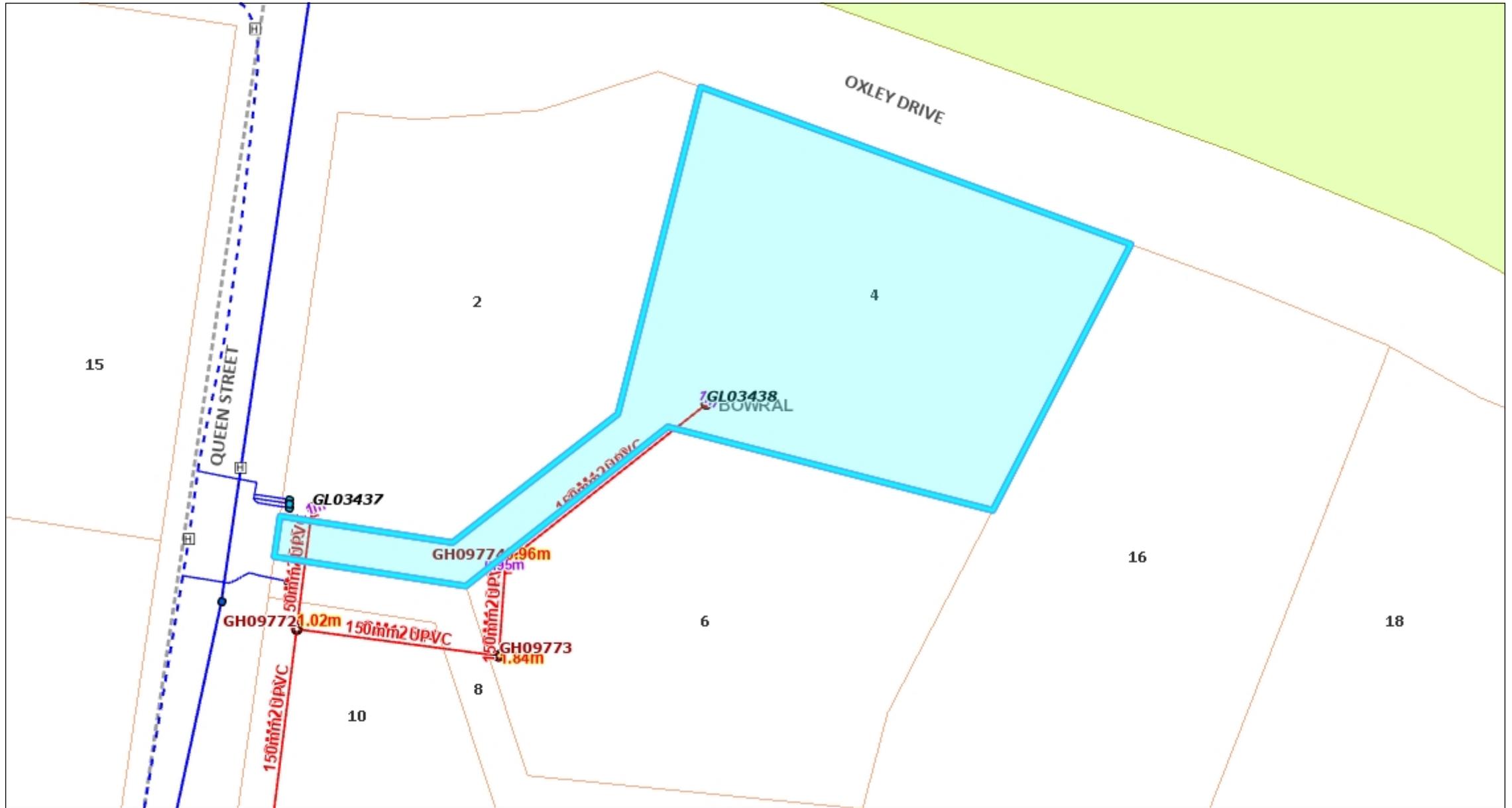
Yours faithfully

Planning, Development & Regulatory Services

Working with you

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WINGECARRIBEE - A COAL MINING FREE SHIRE



Wingecarribee Shire Council

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

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Date: 01/11/2024

Occupation Certificate

OC/PAC-23682

Issued in accordance with Division 6.3 of Environmental Planning and Assessment Act 1979.

Complying Development Certificate No.:	CDC/PAC-23682
Determination:	APPROVED
Property Address:	Lot 2 DP 1247059, 4 QUEEN STREET, BOWRAL NSW 2576
Description of Work:	Construction of a single storey dwelling and a swimming pool
BCA Classification:	1a & 10b
Type of Certificate:	Final

Statement

- The health and safety of the occupants of the building have been taken into consideration where an occupation certificate is being issued, and
- A current development consent or complying development certificate is in force for the building, and
- If any building work has been carried out, a current construction certificate (or complying development certificate) has been issued with respect to the plans and specifications for the building, and
- The building is suitable for occupation or use in accordance with its classification under the Building Code of Australia.

This certificate is issued by:

Certificate Determined on:



01/11/2024

NABIL HANNA
ACCREDITED A1 CERTIFIER-BDC 3201

PAC PRIVATE ACCREDITED CERTIFIERS

ABN 69948139814
Private Accredited Certifiers
71 Belmont Rd Glenfield NSW 2167
Mob: 0431 696 011 Email: info@paccertifiers.com.au



Schedule of Compliance Certificate:

Document	Prepared by	Accreditation/License No.
Electrical Compliance	Andrew Horne	344786C
Smoke Alarm Compliance	Andrew Horne	344786C
Plumbing and Drainage Compliance	Paul Ferraro	73702C
Gas Supply Compliance	Paul Ferraro	73702C
Waterproofing Compliance	Joe Maurici	272337C
Termite Management Compliance	Myechael Plasom	100959
Structural Compliance	Quoc Huy Nguyen	NiTmA Consulting
ID Survey	Ziemowit Wierzchowski	Ensure Consulting Pty Ltd
Pegout Survey	Ziemowit Wierzchowski	Ensure Consulting Pty Ltd

Certificate in respect of insurance for residential building work

Policy No: HBCF24010606

Policy Date: 04/03/2024

A contract of insurance complying with sections 92 and 96 of the *Home Building Act 1989* (the Act) has been issued by Insurance and Care NSW (icare) for the insurer, the NSW Self Insurance Corporation (Home Building Compensation Fund). icare provides services to the NSW Self Insurance Corporation under section 10 of the *State Insurance and Care Governance Act 2015*.

Period of Insurance	The contract of insurance provides cover for both the construction period and the warranty period
In respect of	H01 - New Dwelling Construction
Description of construction as advised by builder^	new single storey dwelling
At	4 Queen Street Bowral New South Wales 2576
Site plan number^	NA
Site plan type^	NA
Homeowner	SG Holdings (aus) Atf Sepideh Ghasemian family trust
Carried out by	Joe Maurici
Licence number	121251C
Builder job number^	2320
Contract amount^	\$695,000.00
Contract date^	13/12/2023
Premium paid	\$3,547.84
Cost of additional products or services under contract	Nil - no additional services
Price (including GST and Stamp Duty) Note: The total price does not include any brokerage or other costs to arrange the insurance contract.	\$4,253.86

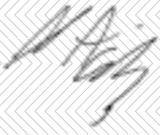
^Additional information

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

There are absolute limits on what you can be paid under this insurance, both in respect of non-completion of the works and as a total policy limit. Please review the policy wording closely for those limits. In summary, the total limit of the policy in any case (including the non-completion of building work, defective building work and any other costs covered by the policy) is \$340,000 per dwelling, with a sub-limit in respect of the non-completion of the building work of 20% of the contract price (as varied). This policy will never pay more than 20% of the contract price (as varied) in respect of the non-completion of building work, and never more than \$340,000 per dwelling for all loss, damage, costs and liabilities covered.

Certificate No: HBCF24010606

Issued on: 04/03/2024


Nathan Agius, General Manager, Underwriting IfNSW & HBCF
Signed on behalf of the insurer

This certificate may only be cancelled within two (2) years of the policy date and only where no work has commenced and no monies have been paid under the building contract.

IMPORTANT NOTE Your contractor must give you either: (a) a certificate of combined cover OR (b) 2 certificates, one covering construction period cover and a second certificate covering the warranty period for the work.

NSW SWIMMING POOL REGISTER

Certificate of Registration

Section 30C – Swimming Pools Act 1992

Pool No:	a7380ad4
Property Address:	4 QUEEN STREET BOWRAL
Date of Registration:	15 October 2024
Type of Pool:	An outdoor pool that is not portable or inflatable
Description of Pool:	in ground

The swimming pool at the above premises has been registered in accordance with Section 30B of the *Swimming Pools Act 1992*.

The issue of this certificate does not negate the need for regular maintenance of the pool.

Please remember:

- Children should be supervised by an adult at all times when using your pool
- Regular pool barrier maintenance
- Pool gates must be closed at all times
- Don't place climbable articles against your pool barrier
- Remove toys from the pool area after use

You may be required to obtain a Pool Compliance Certificate before you lease or sell your property. Contact your council for further information.

This is NOT a Certificate of Compliance